

1 Michael R. Nave, Esq.
Steven R. Meyers, Esq.
2 Elizabeth H. Silver, Esq.
Wendy A. Roberts, Esq.
3 MEYERS, NAVE, RIBACK & WEST
Gateway Plaza
4 777 Davis Street, Suite 300
San Leandro, CA 94577
5 Telephone: (415) 351-4300
6 Attorneys for Plaintiff
7 CITY OF SAN LEANDRO

**ENDORSED
FILED**

MAR 20 1991

RENE C. DAVIDSON, County Clerk
By Karen L. Franklin, Deputy

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

12
13 CITY OF SAN LEANDRO, a
Municipal Corporation,

14 Plaintiff,

15 v.

16 UNION OIL COMPANY OF
17 CALIFORNIA, doing business
as UNOCAL, a California
18 Corporation; CHANDRAKANT N.
KATRI; PRAVIN C. CHAUHAN;
19 and DOES 1 THROUGH 20,
INCLUSIVE,

20 Defendants.
21

CASE NO.: H-146985-3

FINAL JUDGMENT OF
CONDEMNATION

PARCEL NO. 75-102-3-1

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

MAR 26 1991

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

DH

22 IT APPEARING to the Court that plaintiff, in accordance
23 with the Stipulation for Judgment between the parties, has
24 delivered a check in the sum of THREE HUNDRED AND TWENTY
25 THOUSAND NINE HUNDRED NINETY SIX DOLLARS (\$320,996.00) to
26 defendants Union Oil Company of California through its
27 attorney, Joseph Cornett; and has delivered a check in the sum
28 of FIFTEEN THOUSAND DOLLARS (\$15,000.00) to defendants

1 Chandrakant N. Katri and Pravin C. Chauhan through their
2 attorney Bernard Rose.

3 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that
4 the fee simple title in and to the subject property for street
5 purposes will vest in plaintiff free and discharged of all
6 claims and liens of every kind whatsoever forthwith upon
7 recordation of the Final Judgment;

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

- 9 (a) The public interest and necessity require the
10 project;
11 (b) The acquisition is planned and located in the manner
12 that will be most compatible with the greatest public
13 good and to the least private injury; and
14 (c) The property sought to be acquired is necessary for
15 the widening of Marina Boulevard;

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

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

26 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Judgment
27 be entered in favor of plaintiff and against defendants Union
28 Oil Company of California and Chandrakant N. Katri and Pravin

1 C. Chauhan, and that said defendants have no interest in the
2 property described in Exhibit "A";

3 DONE IN OPEN COURT this 31st day of March, 1991.

5 ROBERT K. EVERS

6 JUDGE OF THE SUPERIOR COURT

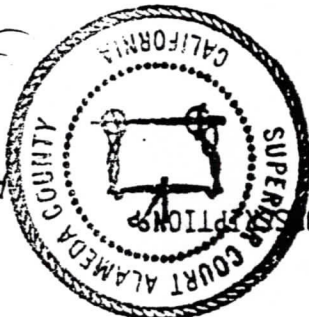
8 J:\WPD\CSL\136\PLEAD\57\FINALJUD.WAR

91076818

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

ATTEST: MAR 20 1991

RENE C. DAVIDSON, County Clerk
County Clerk of the State of California in
and for the County of Alameda
Deputy



LEGAL DEPARTMENT

APN 75-102-3-1

Revised: 5/22/89

All that real property situate in the City of San Leandro, County of Alameda, State of California, being a portion of that property described in Exhibit "A" of the Deed to Union Oil Company of California as recorded as Series No. 87-235261 on August 21, 1987 of the Public Records of Alameda County, being more particularly described as follows:

BEGINNING at the most easterly corner of the said property described as Exhibit "A"; thence S 61° 48' 44" W along the northwesterly line of Marina Boulevard, a distance of 128.31 feet to the southwesterly line of said property in Exhibit "A"; thence N 27° 57' 24" W, along said southwesterly line a distance of 10.00 feet; thence N 61° 48' 44" E, along a line running parallel to and 10.00 feet from, measured at right angles to said northwesterly line of Marina Boulevard, a distance of 33.70 feet to a tangent curve to the left; thence along the curve with a radius of 400.00 feet through a central angle of 7° 18' 25" a distance of 51.01 feet to a point of compound curvature; thence along the compound curve with a radius of 30.00 feet through a central angle of 75° 33' 17" a distance of 39.56 feet to a second point of compound curvature; thence along said compound curve with a radius of 400.00 feet through a central angle of 6° 54' 27" a distance of 48.22 feet; thence N 27° 57' 24" W along a line being parallel to and 15.00 feet from, measured at right angles, to the southwesterly line of Alvarado Street, a distance of 32.69 feet to the northwesterly line of the said property in Exhibit "A"; thence N 62° 01' 36" E, along the said northwesterly line of the property in Exhibit "A", a distance of 15.00 feet to the said southwesterly line of Alvarado Street; thence S 27° 57' 24" E along the said southwesterly line of Alvarado Street, a distance of 120.00 feet to the Point of Beginning.

Containing 3383 square feet, more or less.

846 Marina (Union Oil)

EXHIBIT A

1 Michael R. Nave, Esq.
Steven R. Meyers, Esq.
2 Elizabeth H. Silver, Esq.
Wendy A. Roberts, Esq.
3 MEYERS, NAVE, RIBACK & WEST
Gateway Plaza
4 777 Davis Street, Suite 300
San Leandro, CA 94577
5 Telephone: (415) 351-4300
6 Attorneys for Plaintiff
7 CITY OF SAN LEANDRO

ENDORSED
FILED

FEB 28 1991

RENE C. DAVIDSON, County Clerk
By Karen L. Franklin, Deputy

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

12
13 CITY OF SAN LEANDRO, a) CASE NO.: H-146985-3
Municipal Corporation,)
14 Plaintiff,)
15 v.) STIPULATION FOR JUDGMENT AND
16 UNION OIL COMPANY OF) ORDER THEREON -- ACTION IN
CALIFORNIA, doing business) EMINENT DOMAIN
17 as UNOCAL, a California)
18 Corporation; CHANDRAKANT N.)
KATRI; PRAVIN C. CHAUHAN;)
19 and DOES 1 THROUGH 20,)
INCLUSIVE,)
20 Defendants.)
21

22 IT IS STIPULATED between plaintiff City of San Leandro, a
23 municipal corporation, and defendants Union Oil Company of
24 California, Chandrakant N. Katri and Pravin C. Chauhan, through
25 their attorneys, as follows:

26 1. The Complaint in this action was filed on March 16, 1990, to condemn the fee simple title to the property described in said Complaint;

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

4 3. Defendant Union Oil Company of California represents
5 that, at the time and immediately preceding the filing of the
6 Complaint, it was and currently is the owner of the subject
7 property.

8 4. Defendants Chandrakant N. Katri and Pravin C. Chauhan
9 represent that, at the time and immediately preceding the
10 filing of the Complaint, they were and now are the lessees of
11 the subject property.

12 5. Defendants Union Oil Company of California,
13 Chandrakant N. Katri and Pravin C. Chauhan have been served
14 with Summons and Complaint in this action, and they are fully
15 informed as to all matters affecting said property and
16 expressly waive any and all other process of notice and any
17 rights affected thereby.

18 6. The subject property is more particularly described
19 in Exhibit "A" attached hereto and incorporated by reference
20 herein.

21 7. That the Court is authorized and petitioned to enter
22 without further notice a Judgment in the form attached as
23 Exhibit "B" decreeing that the fee simple title in and to the
24 subject property, more particularly described in Exhibit "A",
25 is taken and condemned as authorized by law and adjudging that
26 the sum of THREE HUNDRED AND TWENTY THOUSAND NINE HUNDRED
27 NINETY SIX DOLLARS (\$320,996.00), exclusive of interest at the
28 rate provided for by law, is full, adequate and just

1 compensation for the taking of the fee simple estate and
2 FIFTEEN THOUSAND DOLLARS (\$15,000.00) is full, adequate and
3 just compensation for claims or damages suffered by the lessee
4 defendants.

5 8. That plaintiff City of San Leandro will, not later
6 than March 8, 1991, deliver a check in the sum of THREE HUNDRED
7 AND TWENTY THOUSAND NINE HUNDRED NINETY SIX DOLLARS
8 (\$320,996.00) plus interest as provided for by law to defendant
9 Union Oil Company of California, in care of their attorney,
10 Joseph Cornett, and fee simple title in and to the subject
11 property will forthwith vest in plaintiff free and discharged
12 of all claims and liens of every kind whatsoever upon
13 recordation of the Final Judgment herein.

14 9. That Union Oil Company of California will remove all
15 improvements on the property including the underground storage
16 tanks, both within the area being taken by the City of San
17 Leandro and on the remainder of land not being taken by April
18 30, 1991 at defendant Union Oil Company of California's own
19 expense. This removal will include any soil remediation which
20 may be necessary both within the area being taken and the
21 remainder. Defendant Union Oil Company of California will
22 provide the City of San Leandro with a compaction certificate
23 following removal of all improvements. The City of San Leandro
24 will provide the defendant Union Oil Company of California with
25 a right of entry to enter the area of the property being
26 acquired for the purposes of removal of the improvements. The
27 City of San Leandro will pay defendant Union Oil Company of San Le
28 California its costs of suit and all escrow and closing costs.

1 10. That plaintiff City of San Leandro will not later
2 than March 8, 1991, deliver a check in the sum of FIFTEEN
3 THOUSAND DOLLARS (\$15,000.00) to defendants Chandrakant N.
4 Katri and Pravin C. Chauhan in care of their attorney, Bernard
5 Rose as compensation for loss of business goodwill and any
6 other damages claimed by said defendants as well as for any and
7 all relocation benefits, including in lieu payments, to which
8 said defendants may be entitled.

9 11. That defendants Chandrakant N. Katri and Pravin C.
10 Chauhan waive any claim that they may have against the City of
11 San Leandro, including, but not limited to, loss of goodwill
12 and any and all relocation benefits in excess of the sum of
13 FIFTEEN THOUSAND DOLLARS (\$15,000.00).

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

27 / / /

28 / / /

1 DATED: February 6, 1991

CITY OF SAN LEANDRO

2
3 By: Elizabeth H. Silver
Elizabeth H. Silver
Attorney for Plaintiff
CITY OF SAN LEANDRO

5 DATED: February 12, 1991

UNION OIL COMPANY OF
CALIFORNIA

7
8 By: Joseph F. Cornett
Joseph Cornett
Attorney for Defendant
UNION OIL COMPANY OF
CALIFORNIA

11 DATED: February 15, 1991

CHANDRAKANT N. KATRI and
PRAVIN C. CHAUHAN

13
14 By: Bernard Rose
Bernard Rose
Attorney for CHANDRAKANT
N. KATRI and PRAVIN C.
CHAUHAN

18 ORDER ON STIPULATION FOR JUDGMENT

19
20 IT IS SO ORDERED this 28th day of February,
21 1991.

22 ROBERT K. DYERS

23 JUDGE OF THE SUPERIOR COURT

24
25
26 J:\WPD\CSL\136\PLEAD\57\STIPJUDG.WAR

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27

28

APN 75-102-3-1

Revised 5/22/89

LEGAL DESCRIPTION



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

ATTEST: MAR - 1 1991.

RENE C. DAVIDSON, County Clerk
County Clerk and ex-officio Clerk of the
Superior Court of the State of California 1st
and for the County of Alameda

All that real property situate in the City of San Leandro, County of Alameda, State of California, being a portion of that property described in Exhibit "A" of the Deed to Union Oil Company of California as recorded as Series No. 87-235261 on August 21, 1987 of the Public Records of Alameda County, being more particularly described as follows:

BEGINNING at the most easterly corner of the said property described as Exhibit "A"; thence S 61° 48' 44" W along the northwesterly line of Marina Boulevard, a distance of 128.31 feet to the southwesterly line of said property in Exhibit "A"; thence N 27° 57' 24" W, along said southwesterly line a distance of 10.00 feet; thence N 61° 48' 44" E, along a line running parallel to and 10.00 feet from, measured at right angles to said northwesterly line of Marina Boulevard, a distance of 33.70 feet to a tangent curve to the left; thence along the curve with a radius of 400.00 feet through a central angle of 7° 18' 25" a distance of 51.01 feet to a point of compound curvature; thence along the compound curve with a radius of 30.00 feet through a central angle of 75° 33' 17" a distance of 39.56 feet to a second point of compound curvature; thence along said compound curve with a radius of 400.00 feet through a central angle of 6° 54' 27" a distance of 48.22 feet; thence N 27° 57' 24" W along a line being parallel to and 15.00 feet from, measured at right angles, to the southwesterly line of Alvarado Street, a distance of 32.69 feet to the northwesterly line of the said property in Exhibit "A"; thence N 62° 01' 36" E, along the said northwesterly line of the property in Exhibit "A", a distance of 15.00 feet to the said southwesterly line of Alvarado Street; thence S 27° 57' 24" E along the said southwesterly line of Alvarado Street, a distance of 120.00 feet to the Point of Beginning.

Containing 3383 square feet, more or less.

846 Marina (Union Oil)

EXHIBIT A

1 Michael R. Nave, Esq.
2 Steven R. Meyers, Esq.
3 Elizabeth H. Silver, Esq.
4 MEYERS, NAVE, RIBACK & WEST
5 Gateway Plaza
6 777 Davis Street, Suite 300
7 San Leandro, CA 94577
8
9 Telephone: (415) 351-4300
10
11 Attorneys for Plaintiff
12 CITY OF SAN LEANDRO
13
14
15
16
17
18
19
20
21

**ENDORSED
FILED**

MAR 16 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

H-146985-3

12 CITY OF SAN LEANDRO, a)
13 Municipal Corporation,)
14 Plaintiff,)
15 v.)
16 UNION OIL COMPANY OF)
17 CALIFORNIA, doing business)
18 as UNOCAL, a California)
19 Corporation; CHANDRAKANT N.)
20 KATRI; PRAVIN C. CHAUHAN;)
21 and DOES 1 THROUGH 20,)
22 INCLUSIVE,)
23 Defendants.)
24
25
26
27
28

CASE NO.:

ORDER FOR PREJUDGMENT

POSSESSION --

ACTION IN EMINENT DOMAIN

PARCEL NO. 75-102-3-1

DATE: March 16, 1990

TIME: 10:30 a.m.

DEPT: 30

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

25 IT IS HEREBY ORDERED AND DETERMINED THAT:

26 1. Plaintiff has made a deposit of the probable
27 just compensation and filed a Summary of the Basis for

28 /////

1 Appraisal Opinion, both of which meet the requirement of Code
2 of Civil Procedure § 1255.010.

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

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

10 4. The effective date of this Order as to said
11 parcels shall be ninety (90) days after service of this Order
12 for Prejudgment Possession on Defendants UNION OIL COMPANY OF
13 CALIFORNIA, CHANDRAKANT N. KATRI and PRAVIN C. CHAUHAN.

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

20 6. Following the effective date of this Order,
21 Plaintiff is authorized to enter upon the property described in
22 Exhibit A-1 to the Complaint for the period July 1, 1990 to
23 October 31, 1990, and is empowered to removed therefrom any
24 improvements or structures for which Plaintiff has deposited
25 just compensation.

26
27 DATED: _____

RICHARD A. HOGGE

JUDGE OF THE SUPERIOR COURT



CITY ATTORNEY
CITY OF SAN LEANDRO

GATEWAY PLAZA
777 DAVIS STREET, SUITE 300
SAN LEANDRO, CALIFORNIA 94577
(415) 577-3361
FAX (415) 351-4481

1-275
CITY OF SAN LEANDRO

APR 30 1991

CITY CLERK'S OFFICE

MEMORANDUM

TO: Alice Calvert
City Clerk

DATE: April 29, 1991

FROM: Wendy A. Roberts *WR*

RE: City of San Leandro v. Union Oil
APN Nos.: 75-102-3-1
Case No.: H-146985-3

Enclosed please find a copy of the Title Insurance Policy from Placer Title with respect to the above-referenced matter for your files.

WAR/rb
Enclosure
J:\WPD\CSL\136\MEMO\57\TITLEPO.WAR

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 foreclosure, or other legal

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

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

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

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

(ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the 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, or in which any third party asserts a claim alleging a

SCHEDULE A

Order No.: SL-300106

Policy No.: CNJP-1581-214671

Date of Policy: March 26, 1991 at 8:30 o'clock a.m.

Amount of Insurance: \$320,996.00

Premium: \$1,152.00

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 that property described in Exhibit "A" of the Deed to Union Oil Company as recorded as Series No. 87-235261 on August 21, 1987 of the Public Records of Alameda County, being more particularly described as follows:

Beginning at the most easterly corner of said property described as Exhibit "A"; thence S 60° 48' 44" W along the northwesterly line of Marina Boulevard, a distance of 128.31 feet to the southwesterly line of said property in Exhibit "A"; thence N 27° 57' 24" W, along said southwesterly line a distance of 10.00 feet; thence N 61° 48' 44" E, along a line running parallel to and 10.00 feet from, measured at right angles to said northwesterly line of Marina Boulevard, a distance of 33.70 feet to a tangent curve to the left; thence along the curve with a radius of 400.00 feet through a central angle of 7° 18' 25" a distance of 51.01 feet to a point of compound curvature; thence along the compound curve with a radius of 30.00 feet through a central angle of 75° 33' 17" a distance of 39.56 feet to a second point of compound curvature; thence along said compound curve with a radius of 400.00 feet through a central angle of 6° 54' 27" a distance of 48.22 feet; thence N 27° 57' 24" W along a line being parallel to and 15.00 feet from, measured at right angles, to the southwesterly line of Alvarado Street, a distance of 32.69 feet to the northwesterly line of said property in Exhibit "A"; thence N 62° 01' 36" E, along the said northwesterly line of the

property in Exhibit "A", a distance of 15.00 to the said
southwesterly line of Alvarado Street; thence S 27° 57' 24" E
along the said southwesterly line of Alvarado Street, a distance
of 120.00 feet to the point of beginning.

Containing 3383 square feet, more or less.

846 Marina (Union Oil)

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.

1989-9 Taxes: TAX INFORMATION

Code Area: 10-003; A.P.N.: 075-0102-003-01;

Land: \$100,608.00

Improvements: \$35,145.00

Personal Prop: none

Exemption: none

1ST INSTALLMENT: \$740.15 PAID

2ND INSTALLMENT: \$740.15 PAID

Tracer No.: 172285-00; Tax Rate: 1.0368



**CITY ATTORNEY
CITY OF SAN LEANDRO**

GATEWAY PLAZA
777 DAVIS STREET, SUITE 300
SAN LEANDRO, CALIFORNIA 94577
(415) 577-3361
FAX (415) 351-4481

1-141
2332
563
1-275
CITY OF SAN LEANDRO

APR 10 1991

CITY CLERK'S OFFICE

MEMORANDUM

TO: Alice Calvert
City Clerk

DATE: April 9, 1991

FROM: Wendy A. Roberts *WAR/rb*

RE: City of San Leandro v. Union Oil

Enclosed please find a copy of the official recorded Final Judgment of Condemnation sent to us from the Alameda County Recorder with respect to the above-referenced matter for your files.

WAR/rb
Enclosure

J:\WPD\CSL\136\MEMO\57\OFFICI.REC



WILLIAM MEHRWEIN
CLERK OF THE BOARD

cc: ughell
zeney 1-275

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 91-95

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. 91-13-0095) in reply to your request regarding cancellation of taxes dated April, 1991 on Assessors reference no(s) 75-102-3-1, Recorder Series No(s) 91-076818.

Based on the Assessor's report, a portion of the taxes on the above reference no(s) will be cancelled for roll year(s) 1989-90 and all of the taxes on Assessor's reference no(s) 75-102-3-2 will be cancelled for roll year(s) 1990-91 and 1991-92.

Very truly yours,

William Mehrwein, Clerk

WM:as

Enclosure(s)

cc: Tax Collector
QIC: 20113

ASSESSOR'S MAP 75 N. WARD'S AL

= RE-SUBDIVISION OF
V TO THE TOWN OF SAN LEANDRO
BLK. 105

C ea No. 10-003

(Pg. 13)

BLK. 93

102

SCALE: 1" = 50'

S.E.L.N. 761.6637

ALVARADO ST.

ST.

Only in Bk. 77A Pg. 205 (7-23-91) L5
Ref. 8-9-74 Rev.

ST.

BLVD.

(AVENUE)

BOOK 77A

103

ESTABROOK

(FIRST) (WEST AVE. 132)

MARINA

ORCHARD

AVE.

BOOK 77A

ACM II

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

