COUNTY OF ALAMEDA CALIFORNIA

CLERK, BOARD OF SUPERVISORS

*1221 Oak Street, Suite 536, Oakland, CA 94612 ** (510) 272-6347*

DARLENE J. BLOOM
Acting Clerk of the Board

March 21, 1996

IN REPLY, REFER TO CT 95-102

CITY OF SAN LEANDRO
ATTN: Alice Calvert
City Clerk
835 E. 14th Street
San Leandro, CA 94577

RE: REQUEST FOR CANCELLATION OF TAXES

ASSESSOR'S PARCEL NO(S):77A-675-12

ENCLOSED IS A COPY OF THE ASSESSOR'S REPORT (EXHIBIT #95-13-0102); IN REPLY TO YOUR REQUEST FOR CANCELLATION OF TAXES ON THE ABOVE PARCEL NO(S).

THE AUDITOR IS REQUESTED TO CANCEL A PORTION OR ALL OF THE TAXES [SEE ENCLOSURE FROM ASSESSOR FOR AFFFECTED TAX YEAR(S)].

VERY TRULY YOURS,

Sonia White

for DARLENE J. BLOOM
ACTING CLERK OF THE BOARD

ENCLOSURE(S)

cc: TAX COLLECTOR, QIC 20114

OFFICE OF ASSESSOR
ADMINISTRATION BUILDING • ROOM 145 • 1221 OAK STREET
OAKLAND, CALIFORNIA 94612-4288

COUNTY OF ALAMEDA

JOHN N. SCOTT, MAI
ASSESSOR

STEPHEN R. SARA, CPA
CHIEF DEPUTY

CLERK, BOARD OF SUPERVISORS' OFFICE
95 DEC 29 AM 9:08
COUNTY OF ALAMEDA

DATE: DECEMBER 26, 1995

TO: PATRICK O'CONNELL, AUDITOR-CONTROLLER

FROM: JOHN N. SCOTT, MAI, ASSESSOR

SUBJECT: CANCELLATION OF TAXES SPECIFIED BY REVENUE & TAXATION CODE, SECTION 4986

FOR REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO

Pursuant to Revenue and Taxation Code Section 4804, and the Board of Supervisors' Resolution No. 187874, it is requested that a portion or all the taxes on the property indicated by the account numbers listed on the schedule below be cancelled.

Supporting Doc. No. Date of Apportionment	Roll Year Effected	Assessment Roll Account No.	Por. / All	Assessed Value
95-214 269, 9-18-95.	95-96	77A-675-12	POR	Ld 21,441 Imp 25,891
				Ld Imp
				Ld Imp
				Ld Imp
				Ld Imp
				Ld Imp
				Ld Imp
				Ld Imp
				Ld Imp
				Ld Imp

Request Prepared By R. Price Date 12-26-95

Exhibit # 95-13-0102

111-1012-253 (6/93)

CLERK, BOARD OF SUPERVISORS

DARLENE J. BLOOM
Acting Clerk of the Board

(1-307)

In reply, refer to CT 95-102

CITY OF SAN LEANDRO
NOV 14 1995
CITY CLERK'S OFFICE

DATE: November 9, 1995

TO: Assessor, Attn: Mapping Section

FROM: Darlene J. Bloom, Acting Clerk of the Board

SUBJECT: Cancellation of Taxes

Enclosed is a request for cancellation of taxes from the following:

City or Agency	Recorder's No.	APN or Address	Date of Request
City of San Leandro	95-214269	77A-675-12	10/9/95

This is referred to you for processing.

DJB:sft

cc: City of San Leandro
ATTN: Alice Calvert
City Clerk
835 E 14th Street
San Leandro CA 94577

Pro-rata check /__/YES /X/NO AMOUNT$________ Date Rcvd_______ Date Sent to TxC______

TRW•REDI
1-800-345-7334

SCALE IN 1/10 OF AN INCH

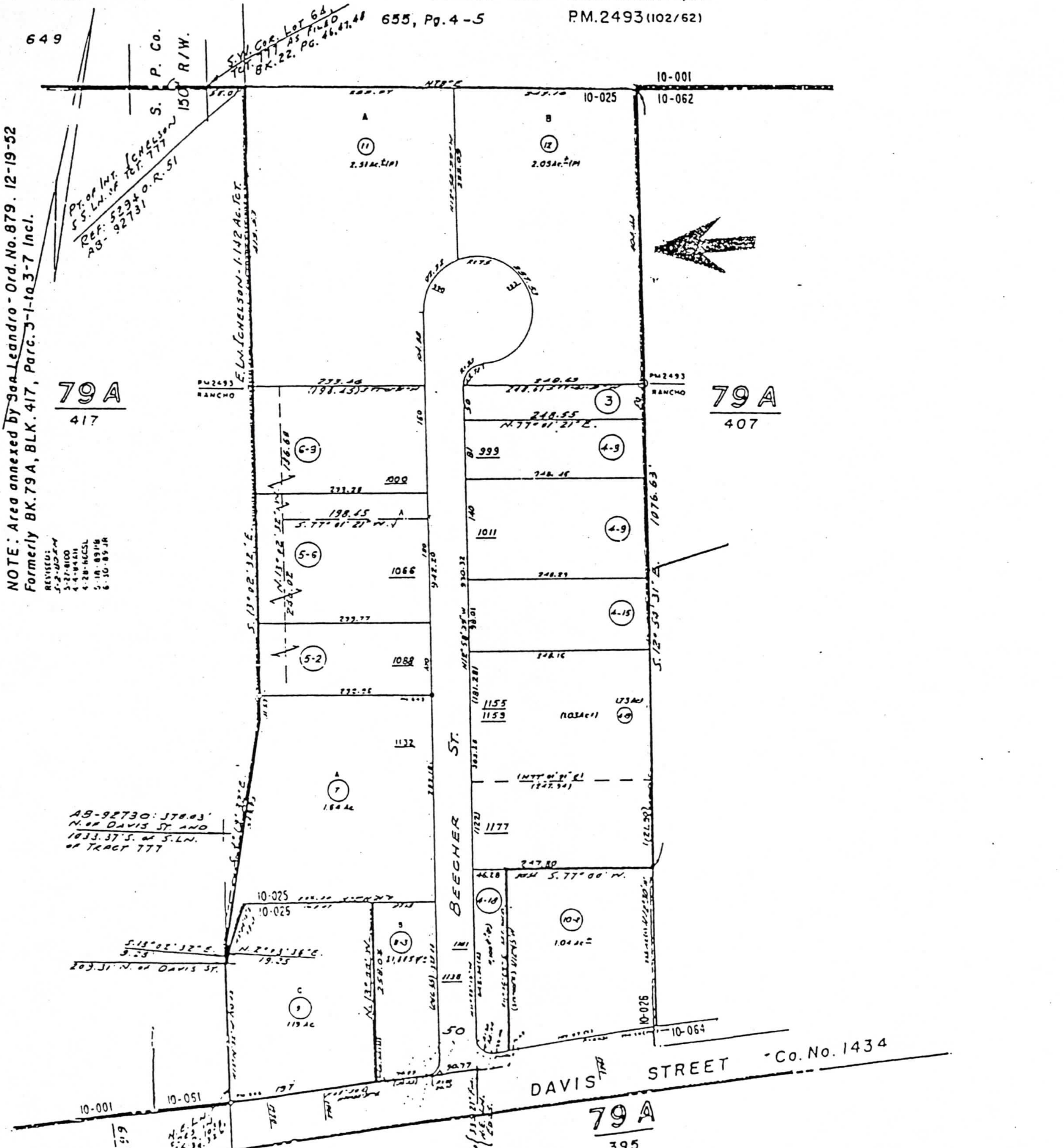
ASSESSOR'S MAP 77A

Code Area Nos. 10-025 10-026

6.75

RANCHO SAN LEANDRO
(J. J. Estudillo) (Pat. Bk.A Pg.116)

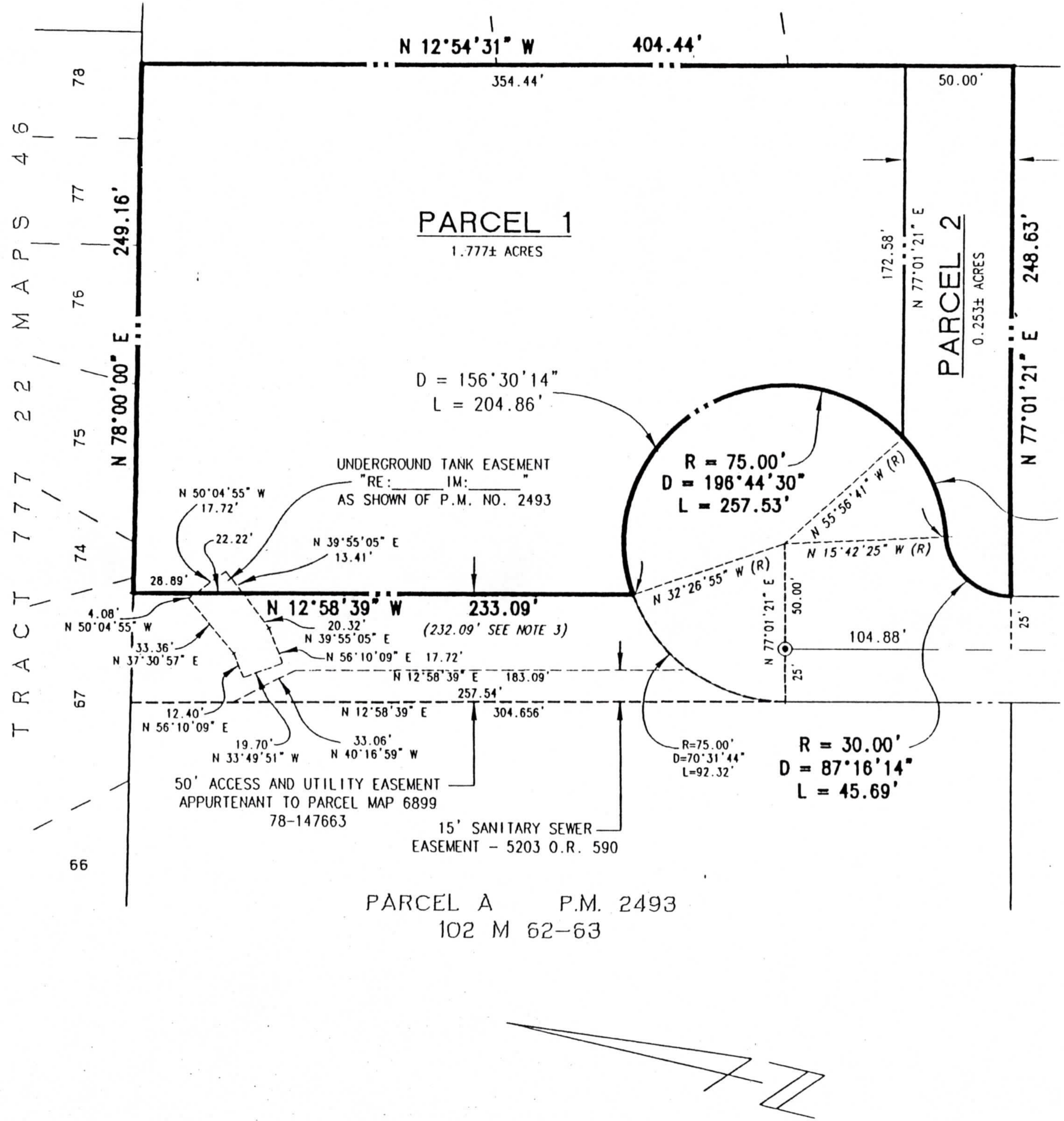
Scale: 1" = 100' P.M. 645 (Bk.64 Pg.94)
655, Pg. 4-5 P.M. 2493 (102/62)



A.C.M. 10

Ref. P.M. 569 (Bk.64 Pg.10)

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



N 12°54'31" W 404.44'
354.44'
50.00'
PARCEL 1
1.777± ACRES
PARCEL 2
0.253± ACRES
172.58'
N 77°01'21" E
248.63'
N 77°01'21" E
249.16'
N 78°00'00" E
TRACT 777 22 MAPS 46
78
77
76
75
74
67
66
D = 156°30'14"
L = 204.86'
R = 75.00'
D = 196°44'30"
L = 257.53'
N 55°56'41" W (R)
N 15°42'25" W (R)
N 32°26'55" W (R)
50.00'
25'
104.88'
UNDERGROUND TANK EASEMENT
"RE:______IM:______"
AS SHOWN OF P.M. NO. 2493
N 50°04'55" W
17.72'
22.22'
N 39°55'05" E
13.41'
28.89'
N 12°58'39" W 233.09'
(232.09' SEE NOTE 3)
4.08'
N 50°04'55" W
20.32'
N 39°55'05" E
33.36'
N 37°30'57" E
N 56°10'09" E 17.72'
N 12°58'39" E 183.09'
257.54'
N 12°58'39" E 304.656'
12.40'
N 56°10'09" E
19.70'
N 33°49'51" W
33.06'
N 40°16'59" W
R=75.00'
D=70°31'44"
L=92.32'
R = 30.00'
D = 87°16'14"
L = 45.69'
50' ACCESS AND UTILITY EASEMENT
APPURTENANT TO PARCEL MAP 6899
78-147663
15' SANITARY SEWER
EASEMENT - 5203 O.R. 590
PARCEL A P.M. 2493
102 M 62-63

a

Recorded at request of
Grantee

When recorded, return to:

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

Documentary Transfer Tax:
EXEMPT

305099-3

City of San Leandro

(1-307)

Recorded in Official Records, Alameda County
Patrick O'Connell, Clerk-Recorder
No Fee
95214269 08:30am 09/18/95
004 550963 21 09 000070
A03 4 7.00 9.00 0.00 0.00 0.00 0.00 0.00 0.00
12.00

GRANT DEED

HARMON M. SHRAGGE AND ELAINE S. SHRAGGE, as Trustees V/T/A dated July 20, 1990 do hereby GRANT to the REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO, a public body, corporate and politic, of the State of California, all that certain real property situated in the City of San Leandro, County of Alameda, State of California, described as follows:

FOR DESCRIPTION, SEE EXHIBIT "A", ATTACHED HERETO.

Dated this 8TH day of SEPTEMBER, 1995.

IN WITNESS WHEREOF, GRANTOR, has duly executed this document.

Harmon M. Shragge

HARMON M. SHRAGGE, Trustee

Elaine S. Shragge

ELAINE S. SHRAGGE, Trustee

95214269

This is to certify that the interest in real property conveyed by Deed or Grant, dated September 8, 1995 , from HARMON M. SHRAGGE and ELAINE S. SHRAGGE, as Trustees to the Redevelopment Agency of the City of San Leandro, a public body corporate and politic, is hereby accepted on behalf of the Redevelopment Agency of the City of San Leandro, pursuant to authority conferred by Resolution No. 92-13, adopted by the Redevelopment Agency of the City of San Leandro on September 21, 1992, and the grantee consents to recordation thereof by its duly authorized officer.

Alice Calvert

Alice Calvert, Secretary
City of San Leandro Redevelopment Agency

CITY OF SAN LEANDRO
ALAMEDA COUNTY, CAL.

5214269

No 5193

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA
County of SAN FRANCISCO

On SEPT. 8, 1995 before me, LELAND BARRETT - NOTARY PUBLIC,
DATE — NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared HARMON M. SHRAGGE + ELAINE S. SHRAGGE,
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MGC1 THE GREAT SEAL OF THE STATE OF CALIFORNIA EUREKA
Leland Barrett
Comm. #997629
NOTARY PUBLIC - CALIFORNIA
City & County of San Francisco
Comm. Expires Sept. 28, 1997
MGC1

WITNESS my hand and official seal.

NOTARY PUBLIC
in and for the City and County of San Francisco, State of California

Leland Barrett
SIGNATURE OF NOTARY

LELAND BARRETT

LELAND BARRETT

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document

☒ INDIVIDUAL
☐ CORPORATE OFFICER(S)

TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

SELF.

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES ______ DATE OF DOCUMENT ______

SIGNER(S) OTHER THAN NAMED ABOVE

95214269

EXHIBIT A

ACCESS ROAD - FEE SIMPLE

All that real property situated in the City of San Leandro, County of Alameda, State of California, being a portion of Parcel B, Parcel Map No. 2493, filed June 23, 1978, in Book 102 of Maps at Page 63, Alameda County Records, being more particularly described as follows:

Beginning at the southwesterly corner of said Parcel B, said corner being a point on the easterly line of Beecher Street, as said street is shown on said map;

Thence, along the southerly boundary of said parcel North 77°01'21" East a distance of 248.63 feet to the most southeasterly corner of said parcel;

Thence, along the easterly boundary of said parcel North 12°54'31" West a distance of 50.00 feet;

Thence, leaving said easterly boundary, and parallel to said southerly boundary, South 77°01'21" West a distance of 172.57 feet to a point on the easterly line of Beecher Street, said point being the beginning of a non-tangent curve with a radius of 75.00 feet, a radial line to said point bears South 55°56'40" East;

Thence, southwesterly along said curve, concave to the northwest, through a central angle of 40°14'15" an arc length of 52.67 feet along the easterly line of Beecher Street to a point of reverse curvature;

Thence, southwesterly along last said curve, having a radius of 30.00 feet, concave to the southeast, through a central angle of 87°16'14" an arc length of 45.70 to the POINT OF BEGINNING.

Containing 11,034 square feet, more or less.

END OF DESCRIPTION

J:\WPD\MNRSW\432\PLEAD\08\DESCRIPT.

POLICY OF TITLE INSURANCE ISSUED BY

(1-307)

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 encum
3. Unmarketability of the title;
4. Lack of a right of access to and

and in addition, as to an insured lend

5. The invalidity or unenforceabili
6. The priority of any lien or en ... id mortgage being shown in Schedule B in the order of its pr
7. The invalidity or unenforceabili ... led the assignment is shown in Schedule B, or the failure of ... the insured mortgage in the named insured assignee free and

Schagge
APN 077A-675-12
993 Beecher Street

Y OF SAN LEANDRO
OCT 1 6 1995
Y CLERK'S OFFICE

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

Stewart Morris Jr.
Chairman of the Board

Malcolm S. Morris
President

STEWART TITLE GUARANTY CO. INCORPORATED 1908 TEXAS

Countersigned by: B. P. Trulin
Authorized Signatory

Company

City, State

PLACER TITLE COMPANY
801 DAVIS STREET
SAN LEANDRO, CA 94577
(510) 614-2965

Page 1 of Policy Serial No. CNJP-1597-303841

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 mortgaqe, the coverage of this policy shall continue in force as of Date of Policy [illegible] of (i) such insured lender who acquires all or any part of the estate [illegible]st in the land by foreclosure, trustee's sale, conveyance in lieu of [illegible]e, 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 [illegible] Conditions and Stipulations, the Company, at its own cost and without [illegible]able delay, shall provide for the defense of such insured in litigation in [illegible]y third party asserts a claim adverse to the title or interest as insured, [illegible]y as to those stated causes of action alleging a

SCHEDULE A

Order No.: SL-305099 **Policy No.:** CNJP-1597-303841

Date of Policy: September 18, 1995 at 8:30 o'clock a.m.

Amount of Insurance: $150,000.00 **Premium:** $769.00

Loan No.: none shown

1. **Name of Insured:**

   REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO,
   a public body, corporate and politic, of the State of California

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

   A FEE

3. **The estate or interest referred to herein is at Date of Policy vested in:**

   REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO, a public body, corporate and politic, of the State of California

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

SEE EXHIBIT "A" ATTACHED

EXHIBIT A

The land referred to in this report is situated in the State of California, County of Alameda and is described as follows:

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

Parcel 2, Parcel Map 6899, filed August 30, 1995, Book 221 of Parcel Maps, at Page 11, Alameda County Records.

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 I

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. 1995-96 taxes a lien, not yet due or payable.

2. 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.

3. Terms, conditions and provisions contained in the easement agreement by and between Curtis Investment Company and Harmon M. Shragge and Elaine S. Shragge in the instrument recorded August 2, 1978, Series No. 78-147663, Reel 5513, Image 536.

4. Terms, conditions and provisions of the covenant with the City of San Leandro pertaining to a sound barrier wall as set forth in the instrument executed by Harmon M. Shragge and Elaine S. Shragge, recorded August 2, 1978, Series No. 78-147664, Reel 5513 OR, Image 541.