

Order No.
Escrow No.
Loan No.

89-105304

WHEN RECORDED MAIL TO:
CITY OF SAN LEANDRO
Office of the City Clerk
835 East 14th Street
San Leandro, CA 94577

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

D. H.

'89 MAY 19 PM 4 09

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

The undersigned grantor(s) declare(s):

CITY TRANSFER TAX IS: \$ _____
DOCUMENTARY TRANSFER TAX IS: \$ Exempt
SURVEY MONUMENT PRESERVATION FUND IS: \$ Exempt
..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

A. P. # 79A-295-2-10 ptn
79A-295-2-11 ptn

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JON Q. REYNOLDS AND ANN S. REYNOLDS, husband and wife

DAVID A. BROWN, as Trustee of the 1976 REYNOLDS FAMILY TRUST, dated

December 22, 1976

hereby GRANT(S) to

CITY OF SAN LEANDRO, a Municipal corporation

the real property in the City of
County of _____

San Leandro
Alameda

, State of California, described as

Parcel 3, Parcel Map 5515, filed May 19, 1989, Map Book 184
Pages 34-35 Alameda County Records.

Dated May 19, 1989

David A Brown, by Milton D Redford

David A. Brown, by Milton D. Redford as
his attorney-in-fact

STATE OF CALIFORNIA }
COUNTY OF _____ } ss.

David A. Brown, as Trustee of the
1976 Reynolds Family Trust

On _____,
before me, the undersigned, a Notary Public in and for
said State, personally appeared _____

Jon Q Reynolds by Thomas K Terrill
Jon Q. Reynolds
by Thomas K. Terrill, as his attorney in fact

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.

Ann S Reynolds by Thomas K Terrill
Ann S. Reynolds
by Thomas K. Terrill
as her attorney in fact

WITNESS my hand and official seal.

File 1-232
APN 79A-295-2-10
79A-295-2-11

Signature _____

(This area for official notarial seal)

First American Title Guaranty Company



3004 (6/82)—(Attorney in Fact) First American Title Company

89136304

STATE OF CALIFORNIA } ss.
COUNTY OF ALAMEDA

On May 19, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared MILTON D. REDFORD

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney in Fact of DAVID A. BROWN

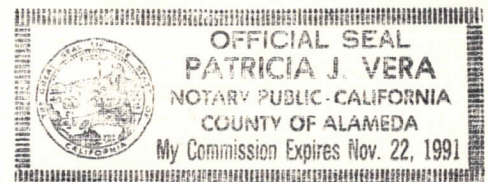
and acknowledged to me that he/she subscribed the name(s) of DAVID A. BROWN

thereto as principal(s), and his/her own name as Attorney in Fact.

WITNESS my hand and official seal.

Signature

Patricia Vera



(This area for official notarial seal)

3004 (6/82)—(Attorney in Fact) First American Title Company

89136304

STATE OF CALIFORNIA } ss.
COUNTY OF ALAMEDA

On May 19, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared ****THOMAS K. TERRILL ****

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney in Fact of JON Q. REYNOLDS AND ANN S. REYNOLDS

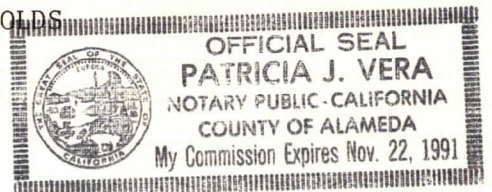
and acknowledged to me that he/she subscribed the name(s) of JON Q. REYNOLDS AND ANN S. REYNOLDS

thereto as principal(s), and his/her own name as Attorney in Fact.

WITNESS my hand and official seal.

Signature

Patricia Vera



(This area for official notarial seal)

89136304

This is to certify that the interest in real property conveyed by Grant Deed dated May 19, 1989, from Jon Q. Reynolds and Ann S. Reynolds, husband and wife and David A. Brown, as Trustee of the 1976 Reynolds Family Trust, dated December 22, 1976, to the City of San Leandro, a municipal corporation, is hereby accepted on behalf of the City Council of the City of San Leandro, pursuant to authority conferred by Resolution No. 89-91, adopted by the City Council of the City of San Leandro on May 15, 1989, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: May 19, 1989



Michael A. Oliver

Michael A. Oliver
Deputy City Clerk of the City of San Leandro

1-232

Form No. 1084
California Land Title Association
Standard Coverage Policy Form
(7-1-88)



POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California 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.

First American Title Insurance Company

BY  PRESIDENT

1483783 ATTEST  SECRETARY

B1



File 1-232
APN 79A-295-2-10
79A-295-2-11

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:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and 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.** 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 sale, conveyance in lieu of foreclosure, or other legal means which discharges the lien of the insured mortgage; (ii) 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 con-

obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer assignment, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment thereof.

the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, as to an insured lender, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of insurance afforded under this policy as to any such insured, except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

The provisions of this Section shall not apply to an insured lender, unless such insured acquires title to said estate or interest in satisfaction of the indebtedness secured by an insured mortgage.

11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to effect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant the Company shall be subrogated

CLTA Standard Coverage Policy
Copyright - 1988

SCHEDULE A

Total Fee for Title Search, Examination
and Title Insurance \$690.00

Amount of Insurance: \$139,141.80

Policy No. 152585

Date of Policy: May 19, 1989 at 4:09 p.m.

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

CLTA Standard Coverage Policy
Copyright - 1988

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 the following:

Part One:

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 which may be asserted by 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) waters rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

Part Two:

1. An Easement to the Alameda County Flood Control and Water Conservation District for an underground storm drain pipeline, and rights incidental thereto, as granted in Instrument recorded November 14, 1962, Reel 724, Image 201, Official Records.

CLTA Standard Coverage Policy
Copyright - 1988

SCHEDULE C

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

Parcel 3, Parcel Map 5515, filed May 19, 1989, Map Book 184 Page 34, Alameda County Records.

A. P. No. 79A-295-2-10
79A-295-2-11

City of San Leandro
Civic Center, 835 E. 14th Street
San Leandro, California 94577



May 18, 1989

Ms. Pat Berry
First American Title
1535 Harrison Street
Oakland, CA

Re: Reynolds and Brown/San Leandro Unified School District
Escrow Accounts

Dear Ms. Berry:

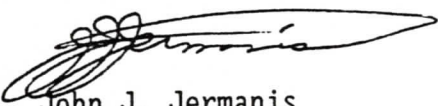
As we discussed, enclosed is the City's check in the amount of \$139,141.80 made payable to Reynolds and Brown pursuant to an agreement dated May 15, 1989, approving parcel Map 5515. This payment represents the amount due Reynold's and Brown for the City's acquisition of Parcel 3 as shown on the parcel map.

You are hereby authorized to release the City's check to Reynolds and Brown upon closing of the above-referenced escrow transaction which is to include recordation and conveyance of the deed of trust for Parcel 3 to the City. The recordation information is as follows:

City of San Leandro
Office of the City Clerk
835 East 14th Street
San Leandro, CA 94577

Please contact me at 577-3390 if you have any questions or require additional information.

Very truly yours,


John J. Jermanis
Finance Director

cc: Reynolds and Brown
City Attorney
Community Development Director

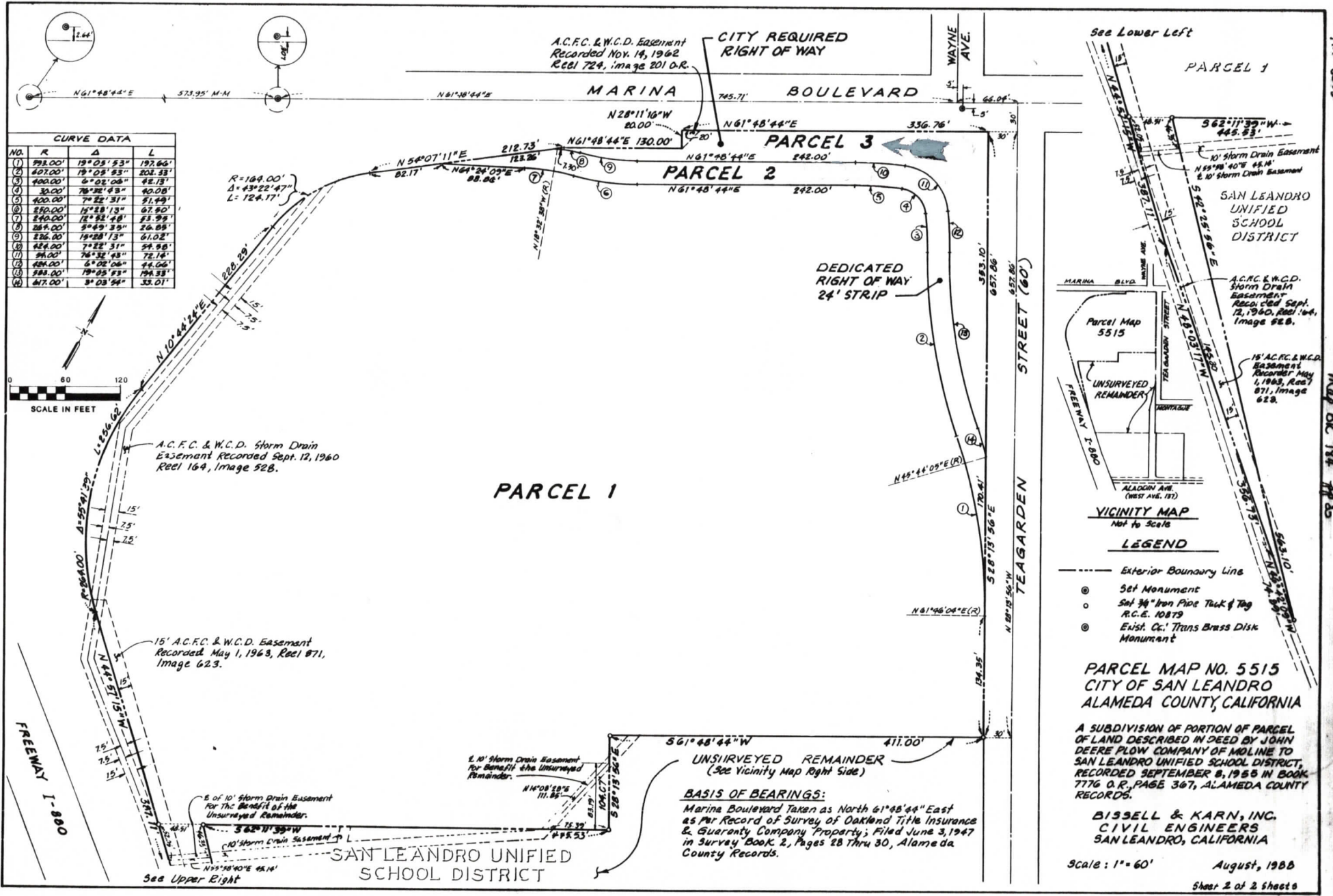
Here - City Clerk
Alice Calvert -
577-3367
Approved 1:00 P.M.

Dave Karp, Mayor

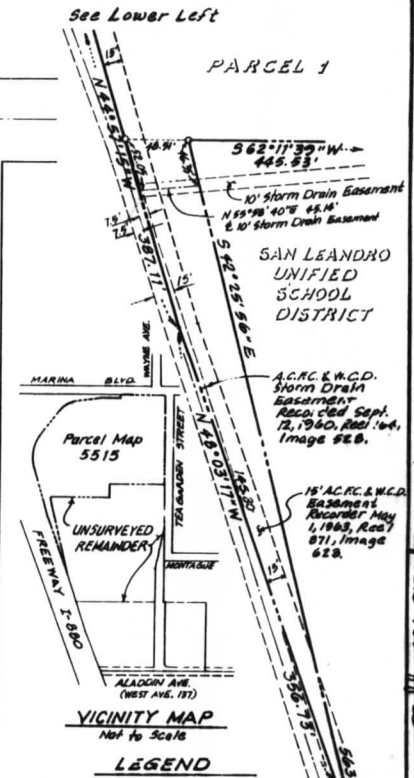
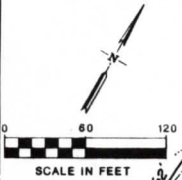
City Council: John E. Faria; Bob Glaze; William F. Jardin;
Linda Perry; Anthony B. Santos; Edwin J. Suchman; Dick Randall, City Manager

NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTATING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. FIRST AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE THEREON.



NO.	R	Δ	L
1	992.00'	19°03'53"	197.66'
2	607.00'	19°03'53"	202.33'
3	400.00'	6°02'06"	82.13'
4	30.00'	76°32'43"	40.00'
5	400.00'	7°22'31"	51.49'
6	250.00'	15°28'13"	67.90'
7	250.00'	18°52'48"	71.95'
8	256.00'	9°49'39"	26.85'
9	226.00'	19°28'13"	61.02'
10	424.00'	7°22'31"	54.90'
11	394.00'	76°32'43"	72.14'
12	494.00'	6°02'06"	44.66'
13	284.00'	19°03'53"	79.33'
14	417.00'	3°03'54"	33.01'



PARCEL MAP NO. 5515
CITY OF SAN LEANDRO
ALAMEDA COUNTY, CALIFORNIA

A SUBDIVISION OF PORTION OF PARCEL OF LAND DESCRIBED IN DEED BY JOHN DEERE FLOW COMPANY OF MOLINE TO SAN LEANDRO UNIFIED SCHOOL DISTRICT, RECORDED SEPTEMBER 8, 1955 IN BOOK 7776 D.R., PAGE 307, ALAMEDA COUNTY RECORDS.

BISSELL & KARN, INC.
CIVIL ENGINEERS
SAN LEANDRO, CALIFORNIA

Scale: 1" = 60' August, 1988
Sheet 2 of 2 sheets

PAR 5515
 Map 62, 124, 78, 25