File No.: 166

Name (Previous Owner): West Broadmoor Co.

Assessor's Parcel No.:

Address of Property: San Leandro Blvd.

Year: 1941

State of California, ss. County of Alameda. On this day of in the year, A. D. nineteen hundred and , before me, a Notary Public in and for said County of Alameda, State of California, duly commissioned and sworn, personally appeared described in and who executed and whose name known to me to be the person subscribed to the within instrument and acknowledged to me that executed the same. In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in the said County of Alameda, the day and year in this certificate first above written. Notary Public in and for the County of Alameda, State of California. 1941 EST BROADMOOR COMPANY LIMITED, a Corporation ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY OF SAN LEANDRO,)ated 4TH AND FRANKLIN STREETS Wihen Recorded Return to OAKLAND, CALIFORNIA

DESCRIPTION O. K.

Deed

WEST BROADMOOR COMPANY LIMITED, a Corporation, also known as West Broadmoore Co., Ltd.,

the first part y , hereby

Grants to CITY OF SAN LEANDRO, a Municipal corporation,

the second party , all that real property situated in the city of San

Leandro,

County of Alameda, State of California, described

as follows:

LOTS C, 18, 19, 20, and a portion of Lots B and 17 as said lots are shown on the "Map of Franklin Subdivision, San Leandro, California" - filed May 3, 1927, in Book 12 of Maps, at page 71, in the office of the County Recorder of Alameda County, described as follows, to-wit:

BEGINNING at the most northern corner of said Lot "C" and running easterly along the southerly line of San Leandro Boulevard as said Boulevard is now established to the intersection of the westerly line of said Lot 17, thence along the last named line South 6 degrees, 10 minutes, 30 seconds west, 96.37 feet to a line drawn parallel with and distant at right angles 80 feet northeasterly from the northeastern line of the right of way, 80 feet wide, of the Western Pacific Railway Company; thence along the line so drawn South 43 degrees, 49 minutes, 30 seconds East, 97.86 feet to the western line of Franklin Lane, as said Lane is shown on said map; thence along the last named line 9 degrees, 05 minutes West, 50.51 feet to the southern line of said Lot "B"; thence along the last named line North 80 degrees, 46 minutes West, 66.07 feet to the southwestern line of said Lot "B"; thence along the southwestern line of said Lots "B" and "C", being the northeastern line of said right of way of the Western Pacific Railway Company, North 43 degrees, 49 minutes, 30 seconds West, 459.09 feet to the point of beginning.

The grantor understands that the present intention of the grantee of the lands hereby conveyed in fee is to construct and maintain thereon a highway. The grantor hereby waives any claim for any and all damages to any other real property owned by the grantor, contiguous to the lands hereby conveyed, by reason of the location, construction or maintenance of said highway.

In Witness Whereof, the said first party has executed this conveyance this

2nd day of august

1941.

West Broadmoor Co Std. Manuel Henas Pres. Frank. H Garcia

GRANT DEED

State of California SS County of Alameda



CCPORATION ACKNOWLEDGMENT

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

In and for said County of Alameda, State of California

TIME

No. 301101 SL-195

TO STATE OF THE ST

Amount \$7000.00

SALING SA

Oakland Title Insurance and Guaranty Company

LE CHILLE CHILL COMMUNICATION OF THE SECTION OF THE

OFFICERS
WM H. DONAHUE. PRESIDENT
HARRISON S. ROBINSON,
VICE-PRESIDENT
W. P. WOOLSEY, VICE-PRESIDENT
BENJ. J. HENLEY.
EXECUTIVE VICE-PRESIDENT
MORTIMER SMITH,
VICE-PRESIDENT AND MGR.
O F. BLAUERT,
VICE-PRESIDENT

EXECUTIVE COMMITTEE HARRISON S. ROBINSON. CHAIRMAN WM. H. DONAHUE W. P. WOOLSEY STUART S. HAWLEY ASSETS OVER \$ 1,500,000.00

TITLE INSURANCE BUILDING

PHONE GLENCOURT 8300

OAKLAND, CALIFORNIA

DIRECTORS
ARTHUR H. BREED
WM. CAVALIER
JESSE L. DELANOY
WM. H. DONAHUE
FREDERICK S. DUHRING
RALPH T. FISSER
GEORGE FRIEND
GEORGE FRIEND
T. W. HARRIS
STUART S. HAWLEY
BENJ. J. HENLEY
IRVING KAHN
JOS R. KNOWLAND
ARTHUR W. MOORE
HARRISON S. ROBINSON
SHERWOOD SWAN
WALTER P. WOOLSEY

Title Insurance Policy

Oakland Title Insurance and Guaranty Company

a corporation, of California,

herein called the Company, for a valuable consideration, paid for this Policy of Title Insurance,

Does Hereby Insure

CITY OF SAN LEANDRO

together with each successor in ownership of any indebtedness secured by any mortgage or deed of trust shown in Schedule B, the owner of which is named as an insured, and any such owner or successor in ownership of any such indebtedness who acquires the land described in Schedule C, or any part thereof, by lawful means in satisfaction of said indebtedness or any part thereof, and any person or corporation deriving an estate or interest in said land, as an heir or devisee of a named insured, or by reason of the dissolution, merger, or consolidation of a corporate named insured, against loss or damage not exceeding

SEVEN THOUSAND AND NO/100

(\$7000.00)

dollars,

which any insured shall sustain

by reason of title to the land described in Schedule C being vested, at the date hereof, otherwise than as herein stated; or

by reason of unmarketability of the title of any vestee to said land, at the date hereof, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown in Schedule B; or

by reason of any defect in, or lien or encumbrance on said title, existing at the date hereof, not shown in Schedule B; or

by reason of any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or

by reason of priority, at the date hereof, over any such mortgage or deed of trust, of any lien or encumbrance upon said land, except as shown in Schedule B;

all subject, however, to Schedules A, B, and C and the stipulations herein, all of which schedules and stipulations are hereby made a part of this policy.

SCHEDULE A

On August 18, 1941

at 9:00

o'clock, a.m., the title to

the land described in SCHEDULE C is vested in:

CITY OF SAN LEANDRO

(a municipal corporation)

SCHEDULE B

(A) The Company does not, by this policy, insure against loss by reason of:

- 1. Easements or liens which are not shown by the public records (a) of the District Court of the Federal District, (b) of the county, or (c) of the city, in which said land or any part thereof is situated.
- 2. Rights or claims of persons in possession of said land which are not shown by those public records which impart constructive notice.
- 3. Any facts, rights, interests, or claims which are not shown by those public records which impart constructive notice, but which could be ascertained by an inspection of said land, or by making inquiry of persons in possession thereof, or by a correct survey.
- 4. Mining claims, reservations in patents, water rights, claims or title to water.
- 5. Any governmental acts or regulations restricting, regulating or prohibiting the occupancy or use of said land or any building or structure thereon.

QCALACT CALACT ALACT CALACT CA

SCHEDULE B

(B) Liens and encumbrances to which said title is subject shown in the order of their priority, and defects and other matters to which said title is subject:

COUNTY OF ALAMEDA AND CITY OF SAN LEANDRO taxes for the fiscal year 1941-42 (including any personal property taxes) are now a lien but are not yet determined as to amount.

NOTE: TAXES for the fiscal year 1940-41 (including any personal property taxes) are as follows:

COUNTY OF ALAMEDA:

1st installment \$ 20.08 paid
2nd installment \$ 20.06 paid
(Affects other property also)
Bill Nos. 147882 to 147886 inclusive

CITY OF SAN LEANDRO:

lst installment \$ 7.64 paid 2nd installment \$ 7.60 paid (Affects other property also) Bill Nos. 1379 to 1384 inclusive Assessor's block No. 225

Application No. 301101 Amende d

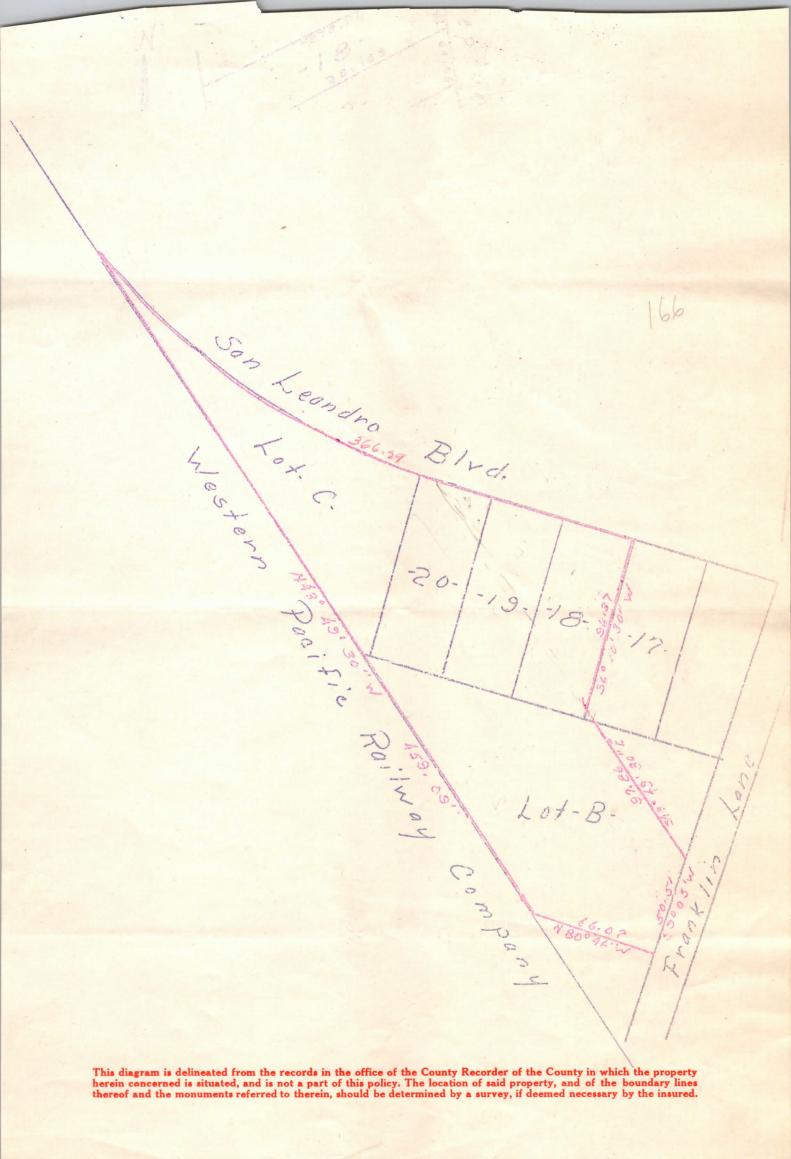
SCHEDULE C.

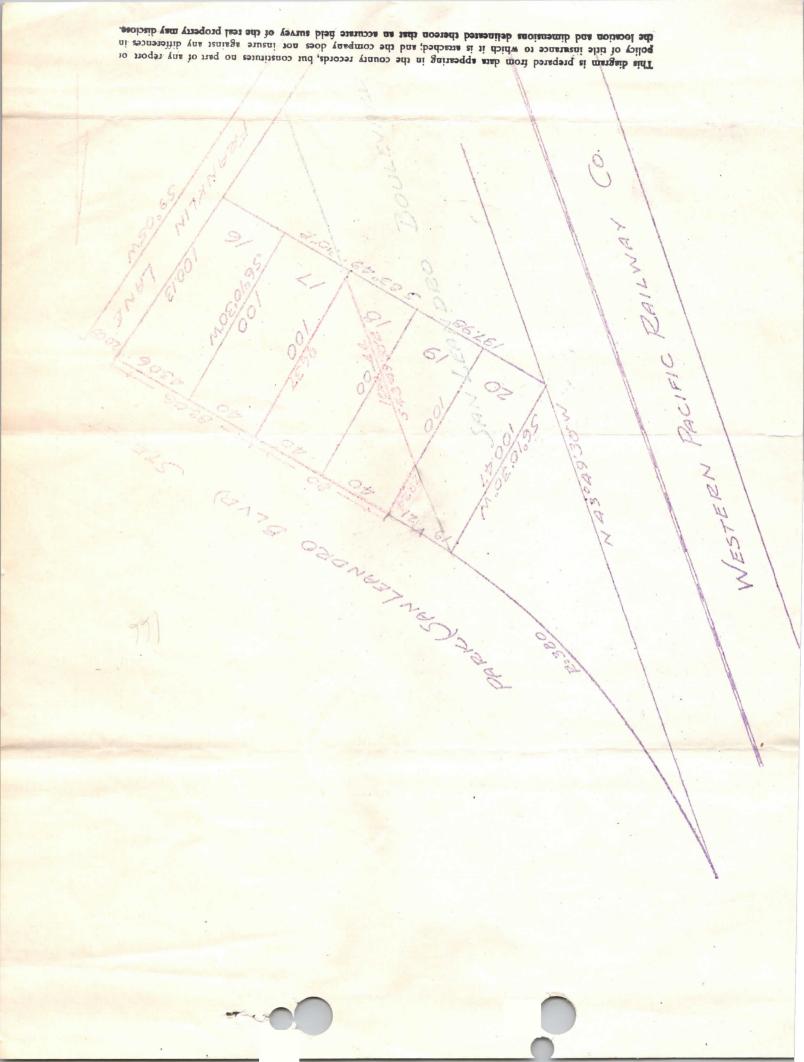
The land referred to in this Policy is described as follows:

REAL property in the City of San Leandro, County of Alameda, State of California, described as follows:

LOTS C, 18, 19, 20 and a portion of Lots B and 17, as said lots are shown on the "Map of Franklin Subdivision, San Leandro, California" - filed May 3, 1927 in book 12 of Maps at page 71, in the office of the County Recorder of Alameda County, described as follows:

BEGINNING at the most northern corner of said Lot "C", and running easterly along the southerly line of San Leandro Boulevard, as said boulevard is now established, to the intersection of the westerly line of said lot 17; thence along the last named line South 6° 10' 30" West 96.37 feet to a line drawn parallel with and distant at right angles 80 feet northeasterly from the northeastern line of the right of way 80 feet wide, of the Western Pacific Railway Company; thence along the line so drawn South 43° 49' 30" East 97.86 feet to the western line of Franklin Lane, as said Lane is shown on said map; thence along the last named line South 9° 05' West 50.51 feet to the southern line of said Lot "B"; thence along the last named line North 80° 46' West 66.07 feet to the southwestern line of said Lot "B"; thence along the southwestern line of said lots "B" and "C", being the northeastern line of said right of way of the Western Pacific Railway Company, North 43° 49' 30" West 459.09 feet to the point of beginning.







STIPULATIONS

SCOPE OF
COVERAGE

1. This policy does not insure against, and the Company will not be liable for loss or damage created by or arising out of any of the following: (a) defects, liens, claims, encumbrances, or other matters which result in no pecuniary loss to the insured; (b) defects, liens, encumbrances, or other matters created or occurring subsequent to the date hereof; (c) defects, liens, encumbrances, or other matters created or suffered by the insured claiming such loss or damage, or (d) defects, liens, encumbrances, or other matters existing at the date of this policy and known to the insured claiming such loss or damage, either at the date of this policy or at the date such insured claimant acquired an estate or interest insured by this policy, unless such defect, lien, claim, encumbrances, or other matter shall have been disclosed to the Company in writing prior to the issuance of this policy. Any rights or defenses of the Company against a named insured shall be equally available against any person or corporation who shall become an insured hereunder as successor of such named insured.

DEFENSE OF

2. The Company at its own cost shall defend the

DEFENSE OF ACTIONS

2. The Company at its own cost shall defend the insured founded upon a defect, lien, encumbrance, or other matter insured against by this policy, and may pursue such litigation to final determination in the court of last resort. In case any such action or proceeding shall be begun, or in case knowledge shall come to any insured of any claim of title or interest adverse to the title as insured, or which might cause loss or NOTICE OF damage for which the Company shall or may be liable by virtue of this policy, such insured shall at once notify the Company thereof in writing. GIVEN BY THE If such notice shall not be given to the Company at least five days before the appearance day in any such action or proceeding, or if such insured shall not, in writing, promptly notify the Company of any defect, lien, encumbrance, or other matter insured against, or of any such adverse claim which shall come to the knowledge of such insured, in respect to which loss or damage is apprehended, then all liability of the Company as to each insured having such notice in regard to the subject of such action, proceeding, or claim shall cease and terminate; provided, however, that failure to so notify shall in no case prejudice the claim of any insured unless the Company shall be actually prejudiced by such failure. The Company shall have the right to institute and prosecute any action or proceeding or do any other act which, in its opinion, may be necessary or desirable to establish the title, or any insured lien or charge, as insured. In all cases where this policy permits or requires the Company to prosecute or defend any action or proceeding, the insured shall secure to it in writing the right to so prosecute or defend such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the insured shall assist the Company in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, prosecuting or defending such action or proceeding, to such ex

OPTION TO PAY
3. The Company reserves the option to pay, settle, or compromise for, or in the name of, the
insured, any claim insured against or to pay this
policy in full at any time, and payment or tender
of payment of the full amount of this policy, together with all accrued costs which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder,
including all obligations of the Company with respect to any litigation pending and subsequent cost thereof.

SUBROGATION
UPON PAYMENT
OR SETTLEMENT
and remedies which the insured would have had against any person or property in respect to such claim, had this policy not been issued. If the payment does not cover the loss of the insured, the Company shall be subrogated to such rights, securities, and remedies in the proportion which said payment bears to the amount of said loss. In either event the insured shall transfer, or cause to be transferred, to the Company such rights, securities, and remedies, and shall permit the Company to use the name of the insured in any transaction or litigation involving such rights, securities, or remedies.

OPTION TO PAY
INSURED OWNER
OF INDEBTEDNESS
AND BECOME
OWNER OF
SECURITY
SECURITY
SECURITY
SITUAL SECURITY
SECU

NOTICE OF LOSS

6. A statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been ascertained. No action or proceeding for the recovery of any such loss or damage shall be instituted or maintained against the Company until after full compliance by the insured with all the conditions imposed on the insured by this policy, nor unless commenced within twelve months after receipt by the Company of such written statement.

PAYMENT OF
LOSS AND
COSTS OF
LITIGATION
The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the insured in litigation carried on by the Company for the insured and in litigation carried on by the insured with the written authorization of the Company, but not otherwise.

The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the insured and costs which the Company is obligated hereunder to pay, and in no case shall such total liability exceed the amount of this policy and said costs. All payments under this policy shall reduce the amount of the insurance INDORSEMENT OF pro tanto, and payment of loss or damage to an insured owner of indebtedness shall reduce, to that extent, the liability of the Company to the insured owner of said land. No payment can be demanded by any insured without producing this policy for indorsement of such payment.

MANNER OF

8. Loss under this policy shall be payable,

MANNER OF
PAYMENT OF
LOSS TO
INSURED

8. Loss under this policy shall be payable, first, to any insured owner of indebtedness secured by mortgage or deed of trust shown in Schedule B, in order of priority therein shown, and if such ownership vests in more than one, payment shall be made ratably as their respective interests may appear, and thereafter, any loss shall be payable to the other insured, and if more than one, then to such insured ratably as their respective interests may appear. If there be no such insured owner of indebtedness, any loss shall be payable to the insured, and if more than one, to such insured ratably as their respective interests may appear. may appear.

WRITTEN INDORSEMENT REQUIRED TO CHANGE POLICY

9. No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice-President, the Secretary, or an Assistant Secretary of the Company.

IN WITNESS WHEREOF, Oakland Title Insurance and Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and hour set forth in Schedule A hereof.

Oakland Title Insurance and Guaranty Company

By Den, J. Menden

Its Vice-President.

And by Hand Manual Its Assistant Secretary.

Oakland Title Insurance and Guaranty Company

15th and Franklin Sts., Oakland, Calif.

ASSOCIATED OFFICES

San Francisco

California Pacific Title & Trust Co. 148 Montgomery Street

Contra Costa County

Richmond-Martinez Abstract & Title Co. Escobar and Las Juntas Sts., Martinez

Marin County

San Rafael Land Title Company 1017 Fourth Street, San Rafael

Monterey County

Monterey County Title and Abstract Co. 16 West Gabilan St., Salinas

Sacramento County

Capital City Title Company 801 J St., Sacramento

Santa Clara County

California Pacific Title & Trust Company 66 North First St., San Jose

Santa Cruz County

California Pacific Title Co. 12 Cooper Street, Santa Cruz

San Joaquin County

Stockton Abstract and Title Company 26 South San Joaquin St., Stockton

San Mateo County

California Pacific Title & Trust Co. 2303 Broadway, Redwood City

Sonoma County

Sonoma County Land Title Company 211 Exchange Ave., Santa Rosa

THE CHARLESTAN CHAR

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Oakland
Title Insurance
and Guaranty
Company

Policy of Title Insurance

ISSUED TO

CITY OF SAN LEANDRO

TITLE INSURANCE BUILDING

PHONE GLENCOURT 8300

OAKLAND, CALIFORNIA

Child Child Child Child Child



PRELIMINARY REPORT NO. 315969 J 54/87

Issued by

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

14th and Franklin Streets, Oakland, California Phone GL encourt 2070

Upon the surrender of this Report within 30 days and the payment of the premium, a Policy of Title Insurance, with the usual exceptions and conditions, will be issued in the sum of \$......

The said Policy will show the final status of the title after the recordation of any instruments between the date hereof and the date of said Policy.

No liability hereunder until the fee is paid and Policy issued.

To George J. Dugan

After an examination of the Records of the County in which the land hereinafter described is situated, ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY, a corporation, hereby reports the title to said land, at the date hereof, is vested in

CITY OF SAN LEANDRO, a municipal corporation

Subject to:

1- Taxes for 1942-43 are not assessed.

2- Taxes for 1943-44 which are now a lien but not yet payable. Assessor's Block #225.



PRELIMINARY REPORT NO. 315939 J

Issued by

ALAMEDA COUNTY EAST BAY TITLE INSURANCE COMPANY

19th and Franklitt Streets, Oakland, California Phone Cl. encount 2070

Open the surrence, of this hoper within 20 days and the payment of the premium, a value of Title Insurance, with the usual exceptions and conditions, will be issued in the sum of

The said Policy will show the final status of the title after the recordation of any insuraments between the date hereof and the date of said Policy.

No liability hereunder until the fee is paid and Policy issued.

To George J. Dugan.

After an examination of the Records of the County in which the land hereinafter described is situated, ALAMEDA COUNTY, EAST BAY TITLE INSURANCE COMPANY, a corporation hereby reports the title to said land, at the date hereof, is rested in

F 8177 FOR SAN LEADURD, a numicipal corporation

subject to:

1- Taxes for 1949-43 are not assessed.

2- Taxes for 1943-44 which are now a lien but not yet payable. Assessor's Block #285.

DESCRIPTION

All that lot of land situated in the City of San Leandro, County of Alameda, State of California, and described as follows, to-wit:

Beginning at a point on the Southern line of Park Street, formerly San Leandro Boulevard, said line being the Southern line of Lot "A", distant thereon North 83° 49' 30" West 83.06 feet from the point of intersection thereof with the Western line of Franklin Lane, as said Lot "A", and Franklin Lane, are shown on the map hereinafter referred to; running thence North 83° 49' 30" West along the said line of Park Street 80.00 feet; thence South 6° 10' 30" West 29.24 feet to a point on the Northeastern line of San Leandro Boulevard, as said boulevard existed September 25, 1943; thence South 43° 49' 30" East along the said last mentioned line 104.44 feet to a point on the Eastern line of Lot 18, as said lot is shown on said map; thence North 6° 10' 30" East along the said last mentioned line 96.37 feet to the point of beginning.

Being a portion of Lots 18 and 19, as said lots are delineated and so designated upon that certain map entitled, "Map of Franklin Subdivision, San Leandro, California", filed May 3, 1927 in Book 12 of Maps, page 71, in the office of the County Recorder of Alameda County.

THE POLICY TO BE ISSUED WILL NOT INSURE AGAINST:

- 1. Instruments, trusts, liens, easements, roads or highways, encumbrances, or rights or claims of parties in possession of any portion of the insured property, not shown by any public record of the County or City and County, or by the records of the Federal offices of the Division of the Federal District in which said property is situate.
- 2. The invalidity of tax sales, street assessments, leases, attachments, easements, declarations of homestead, building restrictions or money judgments mentioned as encumbrances in this policy.
- 3. Secret trusts, equities or defects in, or encumbrances upon, the title to the insured property known to the Insured, not disclosed to the Company in writing, or the invalidity in whole or in part of any mortgage or deed of trust by reason of the violation of the usury law.
- 4. Overlapping improvements, or any state of facts which a correct survey would show. City Zone or Set-Back Ordinance Restrictions.
 - 5. Taxes of every character not yet payable.
- 6. Municipal taxes, or municipal and/or District proceedings for any public improvement, or any tax or assessment therefor unless otherwise herein specified, and then only when the amount of the assessment therefor has become fixed and shown as a lien at the date hereof, in the public office designated by law.
 - 7. Mining claims and/or water rights and all matters relating thereto.

Dated at the City of Oakland, this 27th day of September, 1943 at 9:00 A.M.

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY,

By.....

All that lot of land situm led in the City of San beandro, County of Alameda, State of Collfornia, and described

o enil medico ene se incluera inco line of Lot "A", distant thereon Month 03° 481 50" Southern line of Lot "A", distant thereon Month 35° 48' 50"
West 85.00 feet from the point of intersection thereof with the
Western line of Franklin Lane, as said Lot "A", and Franklin Lane, are
shown on the map hereinefter referred to; running thence Month 83° 49'
50" West along the said line of Furk Street 80.00 feet; thence
South 6° 10' 30" Mest 29.74 feet to a point on the Wortheastern
line of Dan Lendro Boulevard, as said boulevard existed Selember 25,
1943; thence South 43° 49' 50" East along the said last mentioned
line 104.44 feet to a point on the Eastern line of Lot 18, as said
lot is shown on said map; thence Worth 6° 10' 50" East sions the said
lest mentioned line 95.37 feet to the point of beilming.

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- I. Instruments, trusts, liens, easements, roads or highways, encumbrances, or rights or claims of parties in possession of any portion of the insured property, not shown by any public record of the County or City and County, or by the records of the Federal offices of the Division of the Federal District in which said property is situate.
- 2. The invalidity of tax sales, street assessments, leases, attachments, easements, declarations of homestead, building restrictions or money judgments mentioned as encumbrances in this policy.
- 3. Secret trusts, equities or defects in, or encumbrances upon, the title to the insured property known to the Insured, not disclosed to the Company in writing, or the invalidity in whole or in part of any mortgage or deed of trust by reason of the violation of the usury law.
- and all I male blue a rorries berries a dolder 4. Overlapping improvements Set-Back Ordinance Restrictions.
- 6. Municipal taxes, or unnicipal and/or District proceedings for any public improvement, or any tax or assessment therefor unless otherwise herein specified, and then only when the amount of the assessment therefor has become fixed and shown as a lien at the date hereof, in the public office designated wal vd
 - Mining claims and/or water rights and all matters relating thereto.

27th day of September, 1945 at 9:00 a.m. Dated at the City of Oakland, this

ALAMED (COUNTY-EAST BAY TITLE INSURANCE COMPANY,

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO
RESOLUTION NO. 4/3. C.M.S.

RESOLUTION OF ACCEPTANCE OF DEED.

That the City of San Leandro hereby accepts the conveyance to it for public purposes of that real estate described in that deed executed by West Broadmoor Company Dimited, a Corporation, dated August 2, 1941, and authorizes the attachment of this resolution to such deed.

Introduced by Councilman Andrew and adopted this lith day of August, 1941 by the following called vate:

AYES: Councilmen Troves. Thomas fairmed (3)

NOES: none

(0)

ABSENT: Ounaroff. Smith

(2)

Helen L. C. Lawrence Mayor of the City of San Leandro

Attest:

Et flutchings

00 45167 BOC ALEXANDER FLAHERTY West Broadmen Company Limites West Broadmon Co Eco. City of San Leandre 8.F D. H. 30/10/ 301101