

AS73804

RE: 348 IM:248

RECORDING REQUESTED BY

RECORDED AT REQUEST OF
NORTH AMERICAN TITLE GUAR. CORP.
AT.....1236 P.....M

WHEN RECORDED MAIL TO

JUN 10 1961

Wm. G. & Robt. E. Moeller
15623 Hesperian Blvd.
San Lorenzo, Calif.

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA

Thomas H. Figgins
County Recorder

200
SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

(Escrow No. L16105)

By this instrument dated June 13, 1961, for a valuable consideration,

Robert C. Palmer and Dorothy E. Palmer

hereby GRANTS to

Moeller
William G. and Patricia Ann Moeller, his wife and Robert E. Moeller
Marilyn Jean Moeller, his wife, as joint tenants

The following described Real Property in the State of California, County of Alameda

City of Township of Eden

BEGINNING at a point in the Northerly line of the County Road leading from San Lorenzo to Roberts Landing (also known as Lewelling Blvd., Main Street and County Road No. 558), at the point of intersection thereof, with the line dividing land formerly owned by E. T. Crane from land formerly owned by J. B. Marlin; running thence North 89° 42' East, along said Northerly line of said road, a distance of 200 feet; running thence North 0° 18' West a distance of 300 feet; running thence South 89° 42' West a distance of 200 feet to said dividing line; and running thence Southerly along said dividing line, a distance of 300 feet to the point of beginning.

Excepting therefrom that portion conveyed to the State of California by deed recorded August 31, 1950, in Book 6212 page 182.



Affix IRS

66-

Seal
Affixed

Dorothy E. Palmer

STATE OF CALIFORNIA

COUNTY OF Alameda

person(s) whose name(s) are

(Seal)

NOTARY PUBLIC in and
for said County and State

On June 14, 1961, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert C. Palmer and Dorothy E. Palmer

known to me to be the

subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary's Signature

Type or Print Notary's Name Don L. Doty

CITY of SAN LEANDRO

DEC 11 1984

CITY CLERK'S OFFICE

84-231658

NO DOCUMENTARY TRANSFER DUE

G. L. DENNEHEY, CITY CLERK
CITY OF SAN LEANDRO

PLEASE RECORD AND RETURN TO:

G. L. Dennehey, City Clerk
City of San Leandro
835 East 14th Street
San Leandro, CA 94577

GRANT DEED

RECORDED IN OFFICIAL RECORDS
OF ALAMEDA COUNTY, CALIF.
RENE C. DAVIDSON, County Recorder

NOV 19 1984

AM 7,8,9,10,11,12,1,2,3,4,5,6 PM

QUENTIN L. BAMMER and BILLIE BAMMER, his wife, as joint tenants, hereby grant to the CITY OF SAN LEANDRO, a municipal corporation, all that land situated in the City of San Leandro, County of Alameda, State of California, described as follows:

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

Beginning at the southeastern corner of that tract of land conveyed to C & K, Inc. and Hanson & Hanson Builders, Inc., by deed recorded February 24, 1963, Reel 808 OR Image 273; thence from said point of beginning along the north line of Lewelling Boulevard (also known as County Road leading from San Lorenzo to Roberts Landing, Main Street and County Road No. 558) north 89° 42' east, 100.00 feet; thence north 0° 18' west, 12.00 feet to a line drawn parallel with and 12.00 feet northerly, measured at right angles, from said line of Lewelling Boulevard; thence along said parallel line south 89° 42' west, 100.00 feet to the eastern line of said tract of land conveyed to C & K, Inc. and Hanson & Hanson Builders, Inc. (808 OR 273); thence along said eastern line, south 0° 18' east, 12.00 feet to the point of Beginning.

DATED: August 27, 1984

ASSESSOR'S NO. 412-1-4/2

QUENTIN L. BAMMER

BILLIE BAMMER

State of CALIFORNIA

County of ALAMEDA

SS.

On this the 27th day of AUGUST 1984, before me,

DIANE L. HABENER

the undersigned Notary Public, personally appeared BAMMER

QUENTIN L. BAMMER + BILLIE

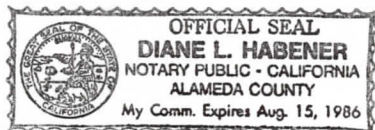
☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ARE subscribed to the within instrument, and acknowledged that THEY executed it.

WITNESS my hand and official seal.

Diane L. Habener
Notary's Signature



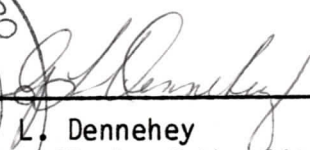
84-231658

This is to certify that the interest in real property conveyed by Deed or Grant,
dated August 27, 1984, from Quentin L. Bammer and Billie Bammer

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. 84-198, adopted by the City Council of the City of San Leandro on
October 1, 1984, and the grantee consents to recordation thereof by its duly
authorized officer.

Dated: November 13, 1984




G. L. Dennehey

City Clerk of the City of San Leandro

Recorded at the request of:

Return to:

Mr. and Mrs. Q. L. Bammer

539 Lewelling Blvd.

San Leandro, California 94579

No Run. Pd.

The foregoing is a full, true and correct copy of a document recorded in the office of the County Recorder of Alameda County, on 10-16-84 under Recorder's Series No. 84-208197

WESTERN TITLE INSURANCE COMPANY

By C. J. Moore
Asst. Secretary

THIS BOX FOR EXCLUSIVE USE OF COUNTY RECORDER

W.T.-52765-1/2

DEED OF PARTIAL RECONVEYANCE

(Corporation Trustee)

ORDER NO. _____

PURSUANT TO A WRITTEN REQUEST MADE BY THE BENEFICIARY, THE UNDERSIGNED AS

TRUSTEE IN THE DEED OF TRUST EXECUTED BY QUENTIN L. BAMMER and BILLIE BAMMER, his wife,

TO WESTERN TITLE INSURANCE COMPANY, a corporation,

AS TRUSTEE , DATED February 10, 1977 , AND RECORDED February 24, 1977

IN THE OFFICE OF THE RECORDER OF THE

COUNTY OF

Alameda,

, STATE OF CALIFORNIA, IN REEL 4733

OF

OFFICIAL RECORDS AT IMAGE 704 , (SERIES NO. 77-34241) , DOES HEREBY GRANT AND RECONVEY UNTO

THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, WITHOUT WARRANTY, ALL THE ESTATE AND INTEREST DERIVED

TO THE TRUSTEE , UNDER SAID DEED OF TRUST, IN THAT PORTION OF THE LANDS THEREIN DESCRIBED, SITUATED

IN THE COUNTY OF Alameda, , STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

Beginning at the southeastern corner of that tract of land conveyed to C & K, Inc., and Hanson & Hanson Builders, Inc., by deed recorded February 24, 1963, Reel 808 OR Image 273; thence from said point of beginning along the north line of Lewelling Boulevard (also known as County Road leading from San Lorenzo to Roberts Landing, Main Street and County Road No. 558) north 89° 42' east, 100.00 feet; thence north 0° 18' west, 12.00 feet to a line drawn parallel with and 12.00 feet northerly, measured at right angles, from said line of Lewelling Boulevard; thence along said parallel line south 89° 42' west, 100.00 feet to the eastern line of said tract of land conveyed to C & K, Inc., and Hanson & Hanson Builders, Inc., (808 OR 273); thence along said eastern line, south 0° 18' east, 12.00 feet to the point of beginning.

IN WITNESS WHEREOF, SAID TRUSTEE HAS EXECUTED THESE PRESENTS BY ITS OFFICERS THEREUNTO DULY AUTHORIZED, THIS 12th DAY OF October, 1984.

WESTERN TITLE INSURANCE COMPANY,

A Corporation, as Trustee

BY

Asst. Vice President

ATTEST

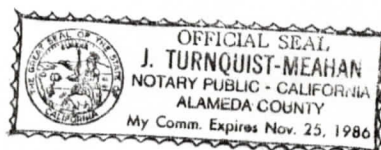
Asst. Secretary

STATE OF CALIFORNIA

County of Alameda, } ss.

On October 16, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared J. S. Benner, and C. J. Moore, personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument as Asst. Vice President and Asst. Secretary, respectively, on behalf of the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

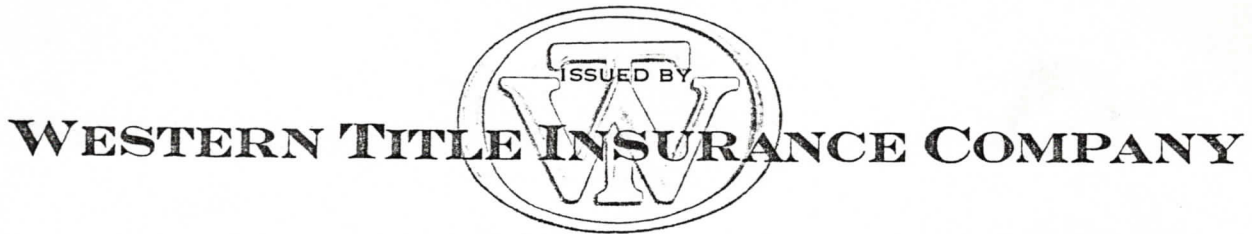
NOTARY PUBLIC



ALAMEDA COUNTY
POLICY NUMBER

S73 170124

POLICY OF TITLE INSURANCE



SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, WESTERN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures the insured, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by said 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 such title;
3. Unmarketability of such title; or
4. Any lack of the ordinary right of an abutting owner for access to at least one physically open street or highway if the land, in fact, abuts upon one or more such streets or highways;

and in addition, as to an insured lender only:

5. Invalidity of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
 - a. usury, or
 - b. any consumer credit protection or truth in lending law;
6. 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; or
7. Invalidity of any assignment of the insured mortgage, provided such assignment is shown in Schedule B.

IN WITNESS WHEREOF, WESTERN TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Handwritten: *Hayward - 887-887-0810*

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By

R. H. Manton

By

J. L. W. Poirer

President

Secretary



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 may have had against the named insured, those who succeed to the interest of such 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 such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as described in the first sentence of this sub-paragraph (a) that the company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2 (a) of these Conditions and Stipulations.

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

(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": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(f) "land": the land described, specifically or by reference in Schedule C, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any area excluded by Paragraph No. 6 of Part One of Schedule B of this Policy.

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

(h) "public records": those records which by law impart constructive notice of matters relating to the land.

2(a). CONTINUATION OF INSURANCE AFTER ACQUISITION OF TITLE BY INSURED LENDER

If this policy insures the owner of the indebtedness secured by the insured mortgage, this policy shall continue in force as of Date of Policy in favor of such insured who acquires all or any part of the estate or interest in the land described in Schedule C by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if such insured is a corporation, its transferee if the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of such insured; and in favor of any governmental agency or 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. After any such acquisition the amount of insurance hereunder, exclusive of costs, attorneys' fees and expenses which the Company may be obligated to pay, shall not exceed the least of:

- (i) the amount of insurance stated in Schedule A;
- (ii) the amount of the unpaid principal of the indebtedness plus interest thereon, as determined under paragraph 6 (a) (iii) hereof, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or
- (iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in acquisition of such estate or interest in satisfaction of its insurance contract or guaranty.

(b). CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy, in favor of an insured so long as such insured retains an estate or interest in the land, or owns an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. DEFENSE AND PROSECUTION OF ACTIONS - NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in litigation to the extent that such litigation involves an alleged defect, lien, encumbrance or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in (a) above, (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 such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action

needed or to do any other act which in its opinion necessary or desirable to establish the title to the insured interest or the lien of the insured mortgage, as insured; and the Company may take any appropriate action, whether or not it shall be liable under the terms of this policy, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company, at the Company's expense, all reasonable aid (1) in any such action or proceeding in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and (2) in any other act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, including but not limited to executing corrective or other documents.

4. PROOF OF LOSS OR DAMAGE - LIMITATION OF ACTION

In addition to the notices required under Paragraph 3 (b) of these Conditions and Stipulations, a proof of loss or damage, signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain or determine the facts giving rise to such loss or damage. Such 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, when appropriate, state the basis of calculating the amount of such loss or damage.

Should such proof of loss or damage fail to state facts sufficient to enable the Company to determine its liability hereunder, insured claimant, at the written request of Company, shall furnish such additional information as may reasonably be necessary to make such determination.

No right of action shall accrue to insured claimant until 30 days after such proof of loss or damage shall have been furnished.

Failure to furnish such proof of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS AND OPTIONS TO PURCHASE INDEBTEDNESS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against, or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided. Upon such offer being made by the Company, all liability and obligations of the Company hereunder to the owner of the indebtedness secured by said insured mortgage, other than the obligation to purchase said indebtedness pursuant to this paragraph, are terminated.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2 (a) hereof; or
- (iii) if this policy insures the owner of the indebtedness secured by the insured mortgage, and provided said owner is the insured claimant, the amount of the unpaid principal of said indebtedness, plus interest thereon, provided such amount shall not include any additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When the amount of loss or damage has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after

such notice; (b) in the event of litigation until been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily admitted or assumed by an insured without prior written consent of the Company.

8. REDUCTION OF INSURANCE; TERMINATION OF LIABILITY

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

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured owner of the indebtedness secured by the insured mortgage, except as provided in paragraph 2 (a) hereof.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy, as to the insured owner of the estate or interest covered by this policy, shall be reduced by any amount the Company may pay under any policy insuring

(a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured 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. The Company shall have the option to apply to the payment of any such mortgage any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

The provisions of this paragraph 9 shall not apply to an owner of the indebtedness secured by the insured mortgage, unless such insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have paid or settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by such insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and the Company is hereby authorized and empowered to sue, compromise or settle in its name or in the name of the insured to the full extent of the loss sustained by the Company. If requested by the Company, the insured shall execute any and all documents to evidence the within subrogation. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to an insured mortgage. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall as to such insured claimant be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

11. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby, or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

This policy shall not be valid until countersigned by a Vice President or an Assistant Vice President of the Company. No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, an Assistant Vice President or the Secretary of the Company.

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

12. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its Main Office, 350 Bush Street, San Francisco, California 94104.

13. THE FEE SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.

SCHEDULE A

LES

Policy Number S 170124

Fee \$ 989.00

Order Number
825219

Amount \$ 400,000.00

Date of Policy February 24, 1977 at 10:30 o'clock a. m.

1. Name of Insured:

QUENTIN L. BAMMER and BILLIE BAMMER
and
WILLIAM G. MOELLER and PATRICIA MOELLER,
ROBERT E. MOELLER and MARILYN MOELLER

2. The estate or interest in the land described in Schedule C 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:

QUENTIN L. BAMMER and BILLIE BAMMER,
his wife, as joint tenants.

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of 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 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.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule C, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.
9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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 been a purchaser or encumbrancer for value without knowledge.

SCHEDULE B (Continued)

PART TWO

1- 1976-77: Taxes

Co. Acct. No.: 412-1-4-2

Code Area: 10-010

1st Install.: \$2,229.95 PAID includes \$151.38 personal property and
\$13.50 for Oro Loma Sewer Service

2nd Install.: \$2,229.95 UNPAID includes \$151.38 personal property and
\$13.50 for Oro Loma Sewer Service

Re: \$22,800.00

Imp: \$12,225.00

Exempt: \$40.00 Business

2- Release and relinquishment of any and all abutters rights of
access to the State of California contained in instrument recorded
August 31, 1950, Series No. AE/78131.

3- Deed of Trust to secure payment of \$350,000.00 and any other
amounts secured thereby,

Dated: February 10, 1977

Trustor: Quentin L. Bammer and Billie Bammer, his wife

Trustee: Western Title Insurance Company, a corporation

Beneficiary: William G. Moeller and Patricia Moeller, his wife, as to an
undivided 1/2 interest; Robert E. Moeller and
Marilyn Moeller, his wife, as to an undivided 1/2 interest

Recorded: February 24, 1977

Series No.: 34241

Order Number
825219

Policy Number S 170124

SCHEDULE C

The land referred to in this Policy is described as:

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

Beginning at the Southeastern corner of that tract of land conveyed to C & K, Inc. and Hanson & Hanson Builders, Inc., by deed recorded February 24, 1963, Reel 808 OF Image 273; thence from said point of beginning along the north line of Lewelling Boulevard (also known as County Road leading from San Lorenzo to Roberts Landing, Main Street and County Road No. 558) North $89^{\circ} 40'$ East 100.00 feet; thence North $0^{\circ} 18'$ West 224.53 feet to the Southern corner of that parcel of land conveyed to the State of California, by deed recorded August 31, 1950, Book 6212 OR, page 182 Alameda County Records; thence north-westerly along the Southwestern line of said parcel conveyed to the State of California (6212 OR 182) 102.09 feet to the western corner thereof; thence South $89^{\circ} 42'$ west 30.69 feet to the Northeastern corner of said tract of land conveyed to C & K Inc. and Hanson and Hanson Builders, Inc. (808 OR 273); thence along the eastern line thereof South $0^{\circ} 18'$ East 300 feet to the point of beginning.

INDORSEMENT HO-3 ATTACHED

GUARANTEE

71 41750

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☒ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐

- ☐ PLANT INFORMATION GUARANTEE
- ☐ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE

Order No. 104172

Liability \$ 140.00

Fee \$ 40.00

WESTERN TITLE INSURANCE COMPANY a corporation, herein called the Company

GUARANTEES BILLIE BAMMER

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

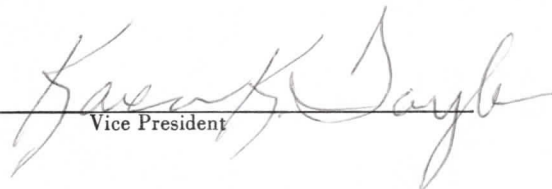
LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of July 24, 1984

, in the County of Alameda

Countersigned:

Judy Gibson

Vice President

WESTERN TITLE INSURANCE COMPANY

By


President

By


Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

LOT BOOK GUARANTEE

SCHEDULE A

No. 104172

Effective Date: June 29, 1984
At: 8:00 a.m.

The assurances referred to on the face page are

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

A. The last recorded instrument purporting to transfer title to said real property is:

Deed recorded February 24, 1977, Series No. 77-34240,
Reel 4733, OR, Image 702, vested in: AUENTIN L. BAMMER
and BILLIE BAMMER, his wife, as Joint Tenants.

B. There are no mortgages or deeds of trust which purport to affect said real property, other than those shown below under Exceptions.

No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

Exceptions:

Deed of trust to secure payment of \$350,000.00 and any other amounts secured thereby dated February 10, 1977, recorded February 24, 1977, Series No. 77-34241, Reel 4733, OR, Image 704

Trustor: Quentin L. Bammer and Billie Bammer, his wife
Trustee: Western Title Insurance Company, a corporation

Beneficiary: William G. Moeller and Patricia Moeller, his wife, as to an undivided 1/2 interest; Robert E. Moeller and Marilyn Moeller, his wife, as to an undivided 1/2 interest

Loan No.: none shown

-continued-

LOT BOOK GUARANTEE

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

Beginning at the Southeastern corner of that tract of land conveyed to C & K, Inc. and Hanson & Hanson Builders, Inc., by deed recorded February 24, 1963, Reel 808 OR Image 273; thence from said point of beginning along the north line of Lewelling Boulevard (also known as County Road leading from San Lorenzo to Roberts Landing, Main Street and County Road No. 558) North $89^{\circ} 42'$ East 100.00 feet; thence North $0^{\circ} 18'$ West 224.53 feet to the Southern corner of that parcel of land conveyed to the State of California, by deed recorded August 31, 1950, Book 6212 OR, page 182 Alameda County Records; thence northwesterly along the Southwestern line of said parcel conveyed to the State of California (6212 OR 182) 102.09 feet to the western corner thereof; thence South $89^{\circ} 42'$ west 30.69 feet to the Northeastern corner of said tract of land conveyed to C & K Inc. and Hanson and Hanson Builders, Inc. (808 OR 273); thence along the eastern line thereof South $0^{\circ} 18'$ East 300 feet to the point of beginning.

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



JSN/File

August 17, 1984

Billie & Quentin Bammer
539 Lewelling Blvd.
San Leandro, CA 94579

357-8060

Subject: Grant of Right-of-Way, Lewelling Blvd.

Enclosed is a copy of a deed which grants 12 feet of property to the City. This should be signed, dated and returned to the City. Also enclosed is a request from Moellers to Western Title Insurance Company for a Deed of Partial Reconveyance. As a result of this request, Western Title Insurance Co. will provide you with a Deed of Partial Reconveyance. This executed deed must also be returned to the City.

A reference drawing is also enclosed for your information.

Very truly yours,

John S. Nelson
John S. Nelson
Assistant Engineer

577-3433

JSN/alc
Encls.

Title Co.
Oakland

Carmen Moore

893-8100

Valance Gill, Mayor

City Council: Bob Glaze;

William F. Jardin;

Dave Karp;

Don McGue; Anthony B. Santos;

Edwin J. Suchman.

Lee Riordan, City Manager

EMORANDUM

City of San Leandro
Community Development Department

CITY of SAN LEANDRO

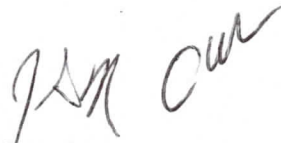
OCT 24 1984

CITY CLERK'S OFFICE

October 19, 1984

To: Georgia Dennehey, City Clerk

From: John Nelson, Assistant Engineer



Subj: PROPERTY ACQUISITION - 539 LEWELLING BLVD.

Because building permits are being issued at 539 Lewelling Blvd. the owners have been required to grant Plan Line width across their frontage. Accordingly, please accept the attached deed on behalf of the City. The deed must be recorded. Please file the other attached material and provide us with a recorded copy of the deed and the City Clerk's file number when they are available.]

JN/alc

Attach.

cc: Mary Campos
Curt Luck

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



Office of City Clerk 415-577-3366

November 13, 1984

Alameda County Recorder's Office
1225 Fallon Street, Room #100
Oakland, CA 94612

Dear Sir:

Attached is a Grant Deed from Quentin L. Bammer and
Billie Bammer to the City of San Leandro.

Please record this deed and return it to:

Georgia Dennehey, City Clerk
City of San Leandro
835 East 14th Street
San Leandro, CA 94577

Very truly yours,

Georgia Dennehey
City Clerk

GD:kld
Attachment



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



Office of City Clerk 415-577-3366

December 11, 1984

The Honorable Board of Supervisors
County of Alameda
1221 Oak Street
Oakland, California 94612

Subject: Tax Cancellation

Gentlemen:

The City Council of the City of San Leandro has acquired fee title to the real property described in the attached legal description and all improvements thereon.

Title was taken by deed from Quentin L. Bammer and
Billie Bammer, his wife, as joint tenants
and recorded in the Official Records of the County of Alameda under
the County Recorder's Serial No. 84-231658
on November 19 84.

It is requested that your Honorable Board will:

1. (XXX) Cancel taxes on the above property.
2. () Accept the attached Check No. _____ made by
_____ in the amount of
\$ _____, to cover the accrued current real
property taxes to the above date of recordation, (in-
cluded in the check amount is any current personal
property taxes which are secured by a lien on the real
property) and cancel the current lien from that date on
as provided in Section 4986 of the Revenue and Taxation
Code.
3. () Refund to this City Council the unearned portion of the
current property taxes as provided for in Section 5096.3
of the Revenue and Taxation Code in the sum of \$ _____.

Upon your approval, we would appreciate receiving a certified copy of the adopting resolution.

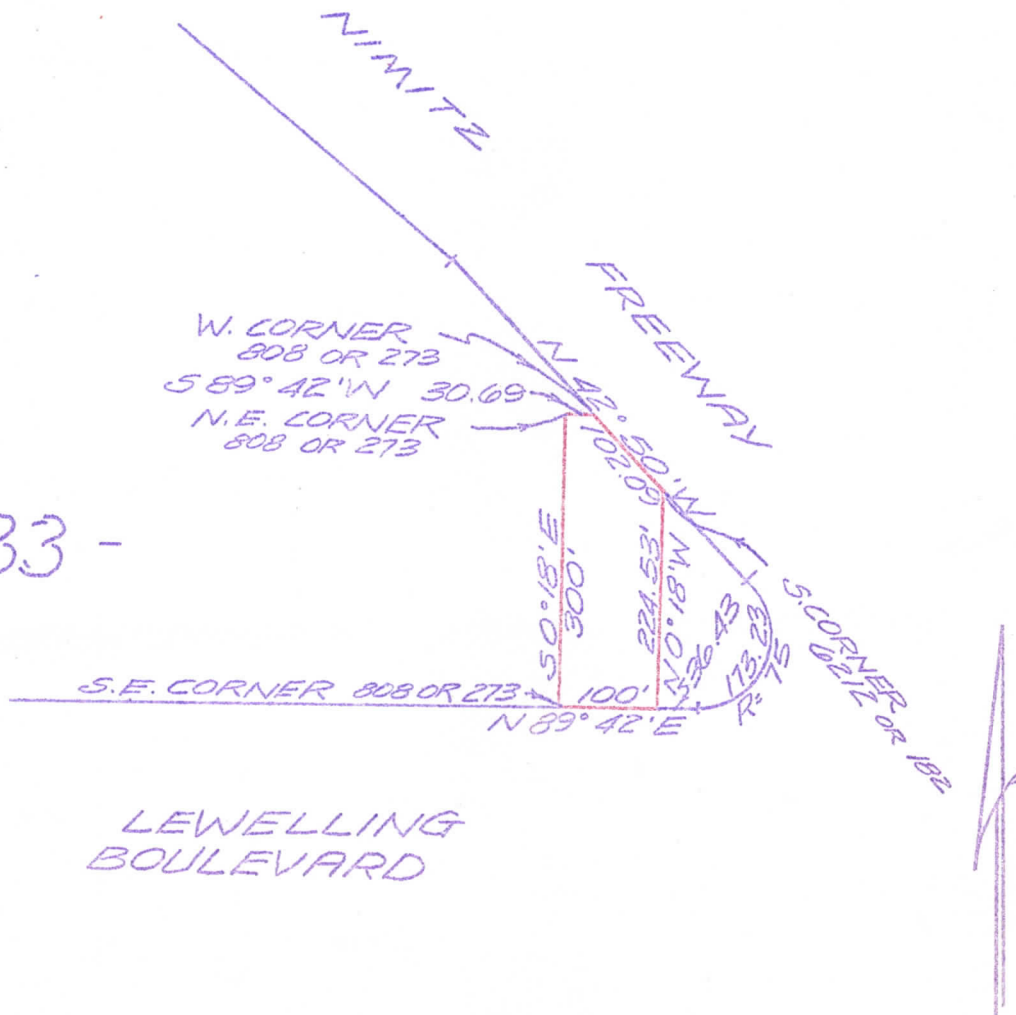
Sincerely,

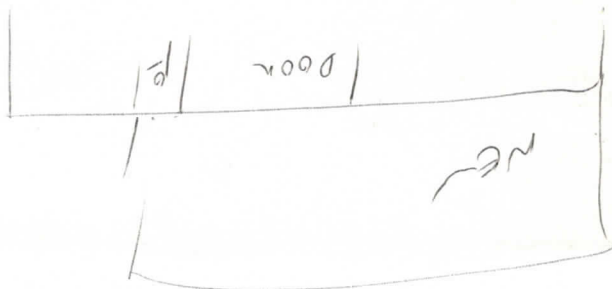
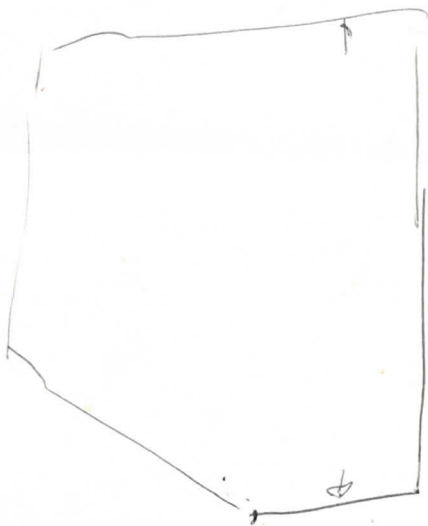
G. L. Dennehey
City Clerk

GLD/bt



- 33 -





Loc Block - 96 x 33

EASTERN LINE
OF PROPERTY
CONVEYED TO
C&K, INC. AND
HANSON & HANSON
BUILDERS, INC.

N 0° 18' 13"

N 0° 18' 13"

S 89° 42' W 100.00'

← 12.00'

12.00' →

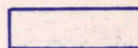
POINT OF
BEGINNING

S 89° 42' W 100.00'

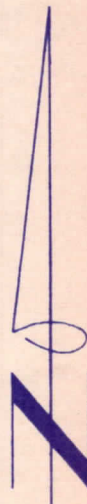
LEWELLING BLVD. (56')

(COUNTY ROAD NO. 558)

STATE R.O.W.
(NIMITZ FREEWAY)



INDICATES PARCEL
TO BE ACQUIRED
AREA = 1200 SF ±
LD. 84-92



RE: DWG 85
CASE 1601
DWG 153
CASE 1601

PUBLIC WORKS DEPARTMENT — CITY OF SAN LEANDRO

NO.	DATE	REVISION

LEWELLING BLVD.
PLAN LINE
539 LEWELLING BLVD.
APU 412-1-4/2 BAMMER

APPROVAL DATE _____
P. H. LONG — R.C.E. NO. 13170
PUBLIC WORKS DIRECTOR
CHECKED BY: J5N
DRAWN BY: SMH
SCALE: 1" = 50'
DWG 975 CASE 1602