

File No.: 22E
Name (Previous Owner): Katie Matthews
Assessor's Parcel No.:
Address of Property: Dutton Ave., storm drain easement
Year: 1916

INDEXED

Q. 48904
Storm Sewer
Deeds

COMPALED

of
RIGHT OF WAY

Katie 20 - ✓
Kate A. Mathews

TO THE
CITY OF SAN LEANDRO

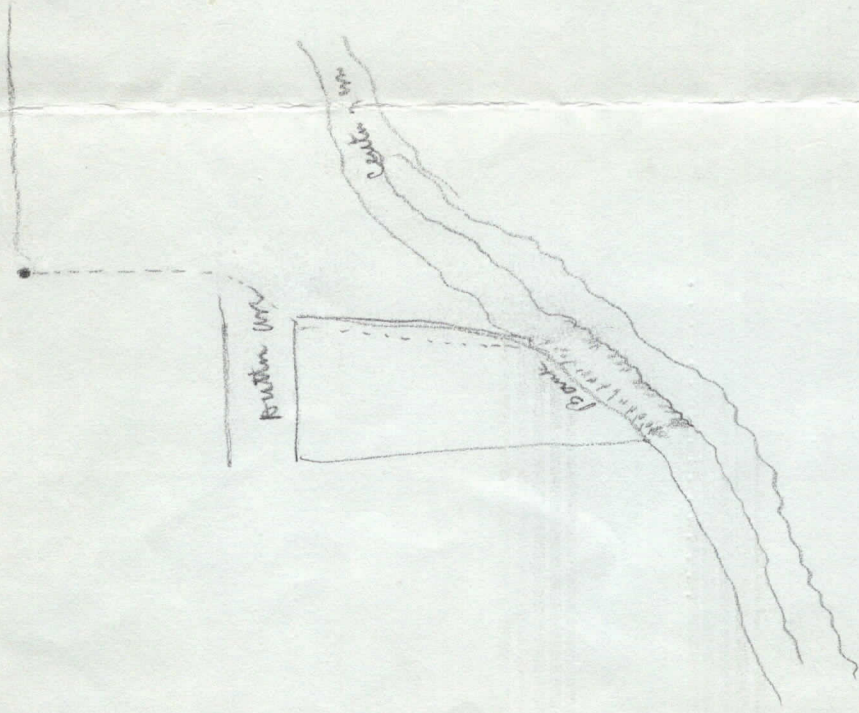
Dated *May 4th* 1916 ✓

RECORDED AT REQUEST OF
GRANTEE.

at *34* min. past *4 P* M.
IN LIBER *MAY 24 1916* Deeds

2447
OF
P. *386* Records of Alameda Co. CALIFORNIA
W. M. Bacon
County Recorder

Filed: May 22nd 1916.
120 W. J. Cannon
et al. 140



9913

02/2
Benton + road

23

22

THIS INDENTURE, Made and entered into this ^{4th}
day of May A.D. Nineteen Hundred Sixteen (1916) by and
between

Kate A. Mathews a single woman

the party of the first part, and the CITY OF SAN LEANDRO, a
Municipal Corporation, the party of the second part,

WITNESSETH, That the said party of the first part, for
and in consideration of the sum of Five Dollars (\$5.00) United
States Gold Coin, paid by the party of the second part to the part
of the first part, the receipt whereof is hereby acknowledged,
does hereby grant, bargain, sell, transfer and alien unto the said
party of the second part the easement and right of way to establish,
construct and maintain for all time a storm-water conduit in,
through, on and along that certain piece and strip of land situated,
lying and being in the City of San Leandro, County of Alameda,
State of California, and particularly bounded and described as
follows, to-wit:

A strip of land, ten (10) feet in width, extending
from the center line of San Leandro Creek to the
northern high bluff bank thereof, the eastern line of
said strip being the eastern line, produced southerly,
of that certain piece or parcel of land heretofore con-
veyed by Stephen E. Kieffer and Lura J. Kieffer to
Union Water Company of California, a corporation, by
deed, dated October 5, 1910 and recorded in Liber 1899
of Deeds, page 120, Alameda County Records.

TO HAVE AND TO HOLD unto the said party of the second
part forever for the sole object and purpose of constructing and
maintaining thereon a storm-water conduit and for no other purpose;
and should said real property herein described be at any time used
for any other purpose by said party of the second part than for the
easement and right of way for the purpose of constructing and
maintaining a storm-water conduit, then this easement and right of
way, granted and conveyed, shall immediately lapse and become null

Consideration less than \$100.00
W. J. Gannon
City Clerk

and, blended and combined, every individual takes and receives into
 themselves a common-law contract, then this agreement and right of
 agreement and right of man for the purpose of contracting and
 for any other purpose of any kind of the second part for the
 and another part less probably remain restricted to the first part
 maintaining freedom a common-law contract and for no other purpose:
 part intended for the sole effect and purpose of contracting and

TO HAVE AND TO HOLD unto the said party of the second

of these, with the usual common-law covenants,
 deed, dated October 2, 1860 and recorded in first year
 upon date commonly of said county, a corporation, of
 legal age, John E. Kreider and wife J. Kreider do
 of their certain place or subject of said religious com-
 munity with regard the western time, produced respectively,
 hold them right place with respect, the eastern time of
 from the center time of said religious covec to the
 a party of said, then (to) that in which, extending

to the said party:
 that of said party, and heretofore assumed and received as
 party and right in the city of New York, County of New York,
 the said party, do hereby give and grant unto the said party,
 contract and maintain for all time a common-law contract in
 party of the second part the agreement and right of man to contract,
 do hereby give, reserve, sell, transmit and give unto the said
 of the first part, the record thereof is hereby acknowledged,
 the said party, with the party of the second part of the said
 and to consideration of the sum of five dollars (\$5.00) paid

1860
 1861
 1862
 1863
 1864
 1865
 1866
 1867
 1868
 1869
 1870

WITNESSETH, that the said party of the first part, for

the purpose of the first part, and the city of New York, a

between *John E. Kreider & wife*

and the said party of the second part, this day of

and one dollar and no part thereof, in full of the sum of

and void and said easement and right of way shall immediately revert to said party of the first part, *her* successors and assigns.

IN WITNESSETH WHEREOF, the said party of the first part has hereunto set *her* hand and seal the day and year first above written.

Katie A. Mathews
.....(SEAL)

.....(SEAL)

Signed, sealed and delivered in the presence of

Dudley Kinross
.....

State of California,

County of Alameda

} ss.

On this 4th day of May, in the year of our Lord One Thousand Nine Hundred and Sixteen, before me Vance McClymonds, a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared KATIE A. MATHEWS, a single woman,



known to me to be the person described in and whose name is subscribed to the within instrument, and she acknowledged to me that she executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, at my office in said County of Alameda, State of California, the day and year in this certificate first above written.

Vance McClymonds
.....
Notary Public in and for said County of Alameda, State of California
Smith Bros, Stationers, Oakland, Cal.

7
)

.....

.....
of delivered the balance of

..... (REV)

..... (REV)



.....
and less the amount of

.....
IN WITNESS WHEREOF, the said party of the first part

has hereunto set

.....
the proceeds and

.....
and to the said party of the first part