

File No.:	165
Name (Previous Owner):	Ambrose and Mary McSweeney
Assessor's Parcel No.:	
Address of Property:	San Leandro Blvd.
Year:	1941

D E E D

AMBROSE MCSWEENEY and MARY
MCSWEENEY, his wife,

To

CITY OF SAN LEANDRO, a Municipal
Corporation.

Dated: July 30 , 1941.

*City of San Leandro
of David K. Gilman
City Attorney
San Leandro*

#301108

301108



11

7-30-41
D E E D

AMBROSE MCSWEENEY and MARY MCSWEENEY, his wife, the first parties, hereby grant 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:

PORTION of the 11.135 acre tract of land described in the deed by Manuel Bolina and wife, to Frank Byrnes and James Byrnes, dated June 30, 1893, recorded in book 510 of Deeds at page 409, Alameda County Records, described as follows:

COMMENCING at the intersection of the eastern line of Franklin Lane, as said lane is 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, with the northeastern line of the right of way, 80 feet wide, of the Western Pacific Railway Company; and run thence along said northeastern right of way line south $43^{\circ} 49' 30''$ east 680.38 feet; thence leaving said right of way line southeasterly, tangent with the last named course, on a curve to the left, with a radius of 1040 feet, a distance of 226.11 feet to the southwestern line of said 11.135 acre tract; and the actual point of beginning of the parcel of land herein described; and running thence southeasterly along the continuation of said curve to the left with a radius of 1040 feet, a distance of 233.21 feet; thence tangent with the last mentioned course south $69^{\circ} 07' 47''$ east 160.92 feet; thence tangent with the last mentioned course southeasterly on a curve to the right, with a radius of 960 feet, a distance of 372.93 feet to the northeastern line of said 11.135 acre tract; thence along the last named line north $31^{\circ} 02'$ west 6.13 feet to the southwestern line of San Leandro Boulevard, as described in the deed by Mary McSweeney and William P. Byrnes to City of San Leandro, dated July 14, 1931, recorded October 29, 1931 in book 2672 of Official Records of Alameda County at page 419; thence along the last named line north $45^{\circ} 49' 30''$ west 68.99 feet and northwesterly, tangent with the last mentioned course, on a curve to the right, with a radius of 1000 feet, a distance of 215.09 feet to a point on the arc of a curve of 1040 feet radius concentric with the curve of 960 feet radius, hereinabove described; thence northwesterly along said curve of 1040 feet radius (the center of which bears south $27^{\circ} 07' 33''$ west from the last mentioned point), a distance of 113.55 feet; thence tangent with the last mentioned course north $69^{\circ} 07' 47''$ west 160.92 feet; thence northwesterly, tangent with the last mentioned course on a curve to the right, with a radius of 960 feet, a distance of 423.98 feet; thence tangent with the last mentioned course north $45^{\circ} 49' 50''$ west 16.95 feet to the southeastern line of the land described in the deed by William Byrnes to T. R. Bill, et al, dated July 1, 1933, recorded July 7, 1936 in book 3372 of Official Records of Alameda County at page 5; thence along the last named line south $59^{\circ} 04' 40''$ west 0.47 of a foot to the southwestern line of the said 11.135 acre tract; thence along the last named line south $30^{\circ} 58' 30''$ east 247.59 feet to the actual point of beginning.

being of beginning.

newed line south 30° 28' 30" east 841.22 feet to the corner
line of the said 11.122 scale place: thence along the said
south 23° 04' 40" west 0.41 of a foot to the southeasterly
viewed corner of base 2: thence along the said newed line
recorder until 1' 122 in rock 2213 of Officer Recorder of
Militia Blanes to 1' 11' 11' 11' of 1' 122 until 1' 122
southeasterly line of the said described in the deed of
fenced corner south 42° 42' 30" west 12.22 feet to the
distance of 430.22 feet: thence thence with the said men-
on a chain to the light: with a length of 220 feet: a
thence southeasterly: thence with the said mentioned corner
said mentioned corner south 23° 04' 40" west 120.22 feet:
being) a distance of 112.22 feet: thence thence with the
said south 23° 04' 40" west 120.22 feet: thence with the
said chain of 1040 feet length (the center of
220 feet length: perpendicular described: thence southeasterly
a chain of 1040 feet length perpendicular with the chain of
feet: a distance of 312.03 feet to a point on the side of
corner: on a chain to the light: with a length of 1000
feet and southeasterly: thence with the said mentioned
along the said newed line south 42° 42' 30" west 88.22
of Officer Recorder of viewed corner of base 112: thence
dared until 1' 122: recorder 0.41 of a foot to the corner
well measured and Militia Blanes to side of said corner:
line of said corner: as described in the deed of
newed line south 31° 05' west 9.12 feet to the southeasterly
line of said 11.122 scale place: thence along the said
220 feet: a distance of 315.22 feet to the southeasterly
southeasterly on a chain to the light: with a length of
120.22 feet: thence thence with the said mentioned corner
with the said mentioned corner south 23° 04' 40" east
of 1040 feet: a distance of 322.31 feet: thence thence
the continuation of said chain to the light with a length
perpendicular described: and thence thence southeasterly along
and the corner being of beginning of the base of said
feet to the southeasterly line of said 11.122 scale place:
feet: with a length of 1040 feet: a distance of 322.11
thence with the said newed corner: on a chain to the
feet: thence thence said light of said line southeasterly:
eastern light of said line south 42° 42' 30" east 220.22
perpendicular described: and thence thence along said north-
line of the light of said 80 feet wide: of the measured
corner recorder of viewed corner: with the southeasterly
122 in rock 12 of base of base 11: in the office of the
in the said said said said said said said said said said
Blanes line: as said line is shown on the map of Blanes
COMMENCING at the intersection of the eastern line of

10110101:

Deed of base 403: viewed corner recorder: described as
James Blanes: dared line 20' 122: recorder in rock 210 of
in the deed of said said said said said said said said said
BOLTON of the 11.122 scale place of said described

as 10110101:

Side of said corner: corner of viewed: side of said corner: described
from: the second base: all that last described: in the
base: perpendicular to side of said corner: a perpendicular corner:
VIBROSE MEASURED and MEAL MEASURED: 112: 112: the 112

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

IN WITNESS WHEREOF, the said first parties have executed this conveyance this 30th day of July, 1941.

Ambrose McSweeney
Mary McSweeney

STATE OF CALIFORNIA

)
) SS.
)

COUNTY OF SAN MATEO

165

On this 30th day of July, in the year, A. D. nineteen hundred and forty-one, before me, ALICE E. COOK, a Notary Public in and for said County of San Mateo, State of California, duly commissioned and sworn, personally appeared AMBROSE MCSWEENEY and MARY MCSWEENEY, his wife, known to me to be the persons described in and who executed and whose names are subscribed to the within instrument and they acknowledged to me that they 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 San Mateo, the day and year in this certificate first above written.

Alice E. Cook
Notary Public in and for the
County of San Mateo, State
of California.

My Commission Expires March 7, 1942.

My Commission Expires March 1, 1965.

OF CALIFORNIA.

Court of San Mateo, State
Notary Public in and for the

Witness.

The said and legal in this certificate that spoke
the in the said Court of San Mateo.
My hand and affixed my official seal at my of-
fice in witness whereof, I have hereunto set

the said legal executed the same.
are subscribed to the within instrument and they acknowledged to
me to be the persons described in and who executed and whose names
beared VERNON E. MCMEENAN and NANCY MCMEENAN, his wife, known to
State of California, duly commissioned and sworn, before me, Notary Public in and for said County of San Mateo,
thirteen hundred and forty-one, before me, VANCE E. COOK,
On this 20th day of July, in the year A. D.

COUNTY OF SAN MATEO

STATE OF CALIFORNIA

)
) ss.
)

consequence this 20th day of July, 1961.
IN WITNESS WHEREOF, the said legal before me executed this

the location, consideration or maintenance of said premises.
Elements, contributions to the funds hereby conveyed, by reason of
of any and all damages to any other land lawfully owned by the
person thereon a premium. The Elements hereby make and claim
Elements of the funds hereby conveyed in fee to contribute and
The Elements representing that the present intention of the

Oakland Title Insurance and Guaranty Company

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
JOS. R. KNOWLAND
BENJ. J. HENLEY

ASSETS OVER \$1,500,000.00

TITLE INSURANCE BUILDING
15TH AND FRANKLIN STREETS
PHONE GLENCOURT 8300

OAKLAND, CALIFORNIA

DIRECTORS
ARTHUR H. BREED
WM. CAVALIER
JESSE L. DELANOY
WM. H. DONAHUE
FREDERICK S. DUHRING
RALPH T. FISHER
CRELLIN FITZGERALD
GEORGE FRIEND
A. CRAWFORD GREENE
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

THIRTY-NINE HUNDRED TWENTY-SEVEN AND 12/100 (\$3927.12)

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 15, 1941 at 4:04 o'clock, p.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.

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 \$ 91.48 paid
2nd installment \$ 91.49 paid
(Affects other property also)
Bill No. 147854
Assessor's block No. 203

CITY OF SAN LEANDRO: 1st installment \$ 27.08 paid
2nd installment \$ 27.07 paid
(Affects other property also)
Bill No. 1351
Assessor's block No. 202

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:

PORTION of the 11.135 acre tract of land described in the deed by Manuel Bolina and wife to Frank Byrnes and James Byrnes, dated June 30, 1893 and recorded in book 510 of Deeds at page 409, Alameda County Records, described as follows:

COMMENCING at the intersection of the eastern line of Franklin Lane, as said lane is 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, with the northeastern line of the right of way, 80 feet wide, of the Western Pacific Railway Company; and run thence along said northeastern right of way line south $43^{\circ} 49' 30''$ east 680.38 feet; thence leaving said right of way line southeasterly, tangent with the last named course, on a curve to the left, with a radius of 1040 feet, a distance of 226.11 feet to the southwestern line of said 11.135 acre tract and the actual point of beginning of the parcel of land herein described; and running thence southeasterly along the continuation of said curve to the left with a radius of 1040 feet, a distance of 233.21 feet; thence tangent with the last mentioned course south $69^{\circ} 07' 47''$ east 160.92 feet; thence tangent with the last mentioned course southeasterly on a curve to the right, with a radius of 960 feet, a distance of 372.93 feet to the northeastern line of said 11.135 acre tract; thence along the last named line north $31^{\circ} 02'$ west 6.13 feet to the southwestern line of San Leandro Boulevard, as described in the deed by Mary McSweeney and William P. Byrnes to City of San Leandro, dated July 14, 1931 and recorded October 29, 1931 in book 2672 of Official Records of Alameda County at page 419; thence along the last named line north $43^{\circ} 49' 30''$ west 68.99 feet and northwesterly tangent with the last mentioned course, on a curve to the right, with a radius of 1000 feet, a distance of 215.09 feet to a point on the arc of a curve of 1040 feet radius concentric with the curve of 960 feet radius, hereinabove described; thence northwesterly along said curve of 1040 feet radius (the center of which bears south $27^{\circ} 07' 33''$ west from the last mentioned point) a distance of 113.55 feet; thence tangent with the last mentioned course north $69^{\circ} 07' 47''$ west 160.92 feet; thence northwesterly tangent with the last mentioned course on a curve to the right, with a radius of 960 feet, a distance of 423.98 feet; thence tangent with the last mentioned course north $43^{\circ} 49' 50''$ west 16.95 feet to the southeastern line of the land described in the deed by William Byrnes to T. R. Bill, et al, dated July 1, 1933 and recorded July 7, 1936 in book 3372 of Official Records of Alameda County at page 5; thence along the last named line south $59^{\circ} 04' 40''$ west 0.47 of a foot to the southwestern line of the said 11.135 acre tract; thence along the last named line south $30^{\circ} 58' 30''$ east 247.59 feet to the actual 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, encumbrance, 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 ACTIONS

2. The Company at its own cost shall defend the insured in all actions or proceedings against 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 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. 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 for such purpose. Whenever requested by the Company 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 extent and in such manner as is deemed desirable by the Company, and the Company shall reimburse the insured for any expense so incurred. The Company shall be subrogated to and be entitled to all costs and attorney's fees incurred or expended by the Company, which may be recoverable by the insured in any litigation carried on by the Company on behalf of the insured. The word "knowledge" in this paragraph means actual knowledge, and does not refer to constructive knowledge or notice which may be imputed to the insured by reason of any public record or otherwise.

OPTION TO PAY SETTLE OR COMPROMISE CLAIMS

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

4. Whenever the Company shall have settled a claim under this policy, it shall be subrogated to and be entitled to all rights, securities, 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

5. The Company has the right and option, in case any loss is claimed under this policy by an insured owner of an indebtedness secured by mortgage or deed of trust, to pay such insured the indebtedness of the mortgage or trustor under said mortgage or deed of trust, together with all costs which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and such insured shall at once assign and transfer to the Company said mortgage or deed of trust and the indebtedness thereby secured, and such payment shall terminate all liability under this policy to such insured.

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

7. 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 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 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.

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 *Bert J. Henley*

Its Vice-President.

And by *E.E. Jones*

Its Vice-President.
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

301108

**Oakland
Title Insurance
and Guaranty
Company**

**Policy of
Title Insurance**

ISSUED TO

CITY OF SAN LEANDRO

TITLE INSURANCE BUILDING
15th AND FRANKLIN STREETS

PHONE GLENCOURT 8300

OAKLAND, CALIFORNIA

IN THE CITY COUNCIL OF THE
CITY OF SAN LEANDRO
RESOLUTION NO. 418 C.M.S.

RESOLUTION OF ACCEPTANCE OF DEED.

The City Council of the City of San Leandro do resolve as follows:

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 Ambrose McSweeney and Mary McSweeney, his wife, dated July 30, 1941, and authorizes the attachment of this resolution to such deed.

Introduced by Councilman Thomas and adopted this 11th day of August, 1941 by the following called vote:

AYES: Councilmen Groves, Thomas Lawrence (3)

NOES: None (0)

ABSENT: Orendorff Smith (2)

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

Attest:

E. F. Hutchings
City Clerk

INDEXED

00 44914

Deed
McTweeney

&
City of San Leandro

COMPARED
DOC FLAHERTY
ALEXANDER

RECORDED at REQUEST of
Oakland Title Insurance and Guaranty Company

At 4 min. past 4P M.

AUG 15 1941

In Liber 4110 Page 163
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA

#4



301108

DH

15F

ALLEN E. PELTON
CITY MANAGER

CITY OF SAN LEANDRO

OFFICE OF CITY MANAGER

SAN LEANDRO, CALIFORNIA

March 7, 1934

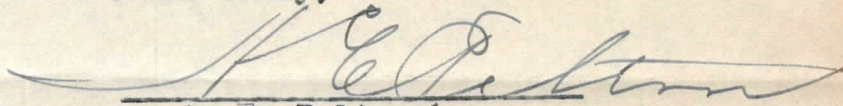
Mr. Albert E. Poe
109 Ward Street
San Leandro, Calif.,

Dear Mr. Poe:

I am enclosing herewith copies of the description prepared by City Engineer, Carl Thayer, covering a strip of land on Peralta Avenue, West of San Leandro Boulevard and owned by Mary McSweeney and William P. Byrnes.

~~added~~ If you will look this over and have the proper ~~description~~ prepared, we will have it sent to Mr. McSweeney in Redwood City for him to secure the signatures and then have it escrowed to meet his requirements.

Yours truly,



A. E. Pelton
City Manager

AEP/IE
Encl.,

JOHN CARL THAYER

CIVIL ENGINEER

806 CALIFORNIA BUILDING

1736 FRANKLIN STREET

OAKLAND, CALIFORNIA

Beginning at a point on the northerly line of Peralta Ave, said point being 243.2 feet Easterly from the point of intersection of the northerly line of Peralta Ave and the Easterly line of the Western Pacific Rail Road.

Thence $S 58^{\circ} 50' W$ along the northerly line of Peralta Ave - 243.2 feet to the point of intersection of the ~~of the~~ northerly line of Peralta Ave and the Easterly line of the Western Pacific Rail Road,

Thence $N 43^{\circ} 49' 30'' W$ along the easterly line of the Western Pacific Rail Road 8.2 feet.

Thence $N 58^{\circ} 50' E$ - 245 feet to a point.

Thence $S 31^{\circ} 13' E$ - 8 feet to the point of beginning.

THE UNIVERSITY OF CHICAGO
LIBRARY
CHICAGO, ILL.
JAN 10 1964
JAN 10 1964

R. H. CROSS
ARTHUR H. BRANDT

TELEPHONE KEARNY 0896
CABLE ADDRESS: "CROSSLAW"

CROSS & BRANDT
ATTORNEYS AT LAW
677 MILLS BUILDING
SAN FRANCISCO

July 14, 1933

Mr. Albert L. Poe
Attorney at Law
Thomas Building
San Leandro, Calif.

Re: Daniel Best Trust -- William P. Byrne
loan, partial reconveyance.

Dear Sir:

On April 7th we sent you a request to the trustees for partial reconveyance, to be signed by Mr. Byrne, Mr. and Mrs. McSweeney and the City of San Leandro. If you will kindly have this request executed and return to us, we will have the trustees execute the partial reconveyance.

We have had some correspondence since that time, and your letter of May 18th relative to the matter is the last information we have had.

Very truly yours,

R. H. Cross
Of Cross & Brandt

RHC:JS -

May 18, 1933

Mr. Ambrose McSweeney
Hall of Records
Redwood City, California

Dear Sir:

In re Park Street Opening

I am enclosing herewith a request for partial reconveyance which I will ask you and Mrs. McSweeney to execute.

This request is brought about by the fact that upon obtaining a certificate of title to the Park Street proceedings, it has developed that there is a Deed of Trust covering the property conveyed by you to the City of San Leandro and the holders of said Deed of Trust request that this instrument be executed in order to authorize them to deliver a partial reconveyance to the City of San Leandro.

I would request that you forward this request to me as soon as possible so that the matter may be closed.

Very truly yours,

Albert L. Poe, City Attorney

ALP/mw

May 18, 1933

R. H. Cross, Esq.
Attorney at Law
677 Mills Building
San Francisco, California

Dear Sir:

In re City of San Leandro vs Byrne

This is to advise you that after some inquiry here, there and elsewhere, I have apparently located Mr. and Mrs. McSweeney and have forwarded a request to them for their execution.

As soon as the same has been returned to me, I will try to have Mr. Byrne execute the same and will immediately forward to you.

Very truly yours,

ALP/mw

Albert L. Poe, City Attorney

R. H. CROSS
ARTHUR H. BRANDT

TELEPHONE KEARNY 0896
CABLE ADDRESS: "CROSSLAW"

CROSS & BRANDT
ATTORNEYS AT LAW
677 MILLS BUILDING
SAN FRANCISCO

May 3, 1933

Mr. Albert L. Poe
Attorney at Law
Thomas Building
San Leandro, Calif.

Dear Sir:

Your letter of May 1st asking for return of the preliminary reports in the Daniel Best Trust--William P. Byrne loan received. I enclose herewith three Alameda County Title Insurance Company reports, numbers 185400-4R/ 5R and 6R.

We wrote you on April 7th enclosing a request to the trustees for a partial reconveyance. Have you had Mr. Byrne, Mr. and Mrs. McSweeney and the City of San Leandro sign this request. If so, please return same to us and we will have the partial reconveyance executed by the trustees and return to you.

Very truly yours,

CROSS & BRANDT

BY *R. H. Cross*

RHC:JS - Encls

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

100-100-100

REQUEST FOR PARTIAL RECONVEYANCE

TO N. D. PLATT and C. NELSON HACKETT, TRUSTEES:

In the Matter of the Deed of Trust executed by WILLIAM P. BYRNE, also known as William Byrnes, also known as William P. Byrnes, AMBROSE McSWEENEY and MARY McSWEENEY, his wife, dated February 6, 1931, and recorded March 16, 1931 in Liber 2541 of Official Records, page 381, in the office of the County Recorder of the County of Alameda, State of California, to N. D. PLATT and C. NELSON HACKETT, as Trustees.

We, the undersigned, hereby certify that we are the makers of the note secured by said deed of trust and the legal owners respectively of the debt secured by, and the property covered by said deed of trust, and as such makers and owners we hereby request and direct you to reconvey, with warranty, to the parties designated by the terms of said deed of trust, at their request and cost, all right, title and interest now held by you under and by virtue of said deed of trust in and to that certain property situate in the City of San Leandro, County of Alameda, State of California, and particularly described as follows, to-wit:

PARCEL ONE. Beginning at a point in the Easterly line of the land described in the Deed from Manuel Bolina and wife to Frank Byrnes and James Byrnes, dated June 30th, 1893 and recorded in Liber 510 of Deeds, at page 409, Alameda County Records, said point of beginning being North 30° 59' West 105.88 feet from the Northwesterly line of Peralta Avenue; and running thence North 43° 49' 30" West, distant 68.99 feet to a point; thence on the arc of a curve to the right having a radius of 1000 feet (the chord of which bears North 37° 25' 45" West distant 222.80 feet, and the radius thereof bears North 46° 10' 30" East), a distance of 223.26 feet; thence North 31° 02' West, distant 606.30 feet to a point in the Southeasterly line of that certain 1.623 acre tract of land now or formerly

owned by William Byrnes; thence along the last said line, North 59° 03' East, distant 40.87 feet to the Southeasterly corner of the said 1.623 acre tract of land; thence along the said Easterly line first hereinabove mentioned South 30° 59' East distant 894.92 feet, to the point of beginning.

PARCEL TWO. Beginning at the Northeastern corner of that certain 1.623 acre tract of land conveyed by James Byrnes to William Byrnes by Deed dated January 24th, 1912 and recorded in Liber 2020 of Deeds, at page 124, Records of Alameda County; and running thence South 31° 06' East, distant 181.00 feet to the Southeastern corner of said 1.623 acre tract of land; thence along the Southern line thereof, South 59° 03' West distant 40.87 feet to a point; thence leaving said line North 31° 02' West, distant 147.83 feet to a point; thence on the arc of a curve to the left having a radius of 520 feet (the chord of which bears North 48° 37' West, distant 314.17 feet and the radius thereof bears South 58° 58' West) a distance of 33.20 feet to a point in the Northern line of said 1.623 acre tract of land; thence leaving said curve, North 59° 03' East distant 41.72 feet to the point of beginning.

PARCEL THREE. Beginning at the Northeastern corner of that certain 1.623 acre tract of land conveyed by James Byrnes to Mary McSweeney by Deed dated January 24, 1912 and recorded in Liber 2016 of Deeds, at page 132, Records of Alameda County; and running thence South 31° 42' East distant 91.25 feet, and South 31° 06' East, distant 90.00 feet to the Southeastern corner of said 1.623 acre tract; thence along the Southern line thereof South 59° 03' West, distant 41.72 feet, to a point on the arc of a curve, said point being distant 33.20 feet Northwesterly along the said arc from the point of beginning thereof, the said curve having a radius of 520 feet (the chord of which bears North 48° 37' West, distant 314.17 feet and the radius thereof bears South 58° 58' West); and running thence along said curve, a distance of 187.87 feet to a point in the Northern line of said 1.623 acre tract of land; thence leaving said curve and running along the said Northern line, North 59° 03' East, distant 85.78 feet to the point of beginning.

being a portion of the property described in said deed of trust, and the undersigned agree that the remaining property described in said deed of trust shall continue to be held by you as security in all respects as in said deed of trust stated, and that no rights or obligations of any of the parties to said deed of trust as to said remaining property shall be deemed to be in any manner affected by the reconveyance of the property hereinbefore described, or by anything contained herein; and we hereby promise

and agree to hold you harmless from any claim or damage by reason of such reconveyance.

WITNESS our hands this _____ day of April, 1933.

Mary Mcweeney
Abrose M. Mcweeney

MAKERS OF NOTE

THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION

BY _____

Assistant Trust Officer.

As co-trustees under the will of Daniel Best, Deceased.

OWNERS OF NOTE.

CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

BY _____

OWNER OF PROPERTY