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DEED

EVA DIAS hereby grants to the City of San Leandro, a municipal corporation, all that real property situated in the City of San Leandro, County of Alameda, State of California, described as follows:

> Commencing at the northwest corner of a tract of land containing 12 acres, conveyed by Dennis Sullivan to Frank Joseph by deed dated October 5, 1867, and recorded in Book "Y" of Deeds, page 775, Alameda County Records, being on the eastern line of a tract of land now or formerly known as "Donovans Tract"; thence south 12° 00' east 224.40 feet along the last mentioned line to the northerly line of a 3 acre tract of land conveyed by Maria Phillips to John Supriano by deed dated May 23, 1919, and recorded in Book 2754 of Deeds, page 233, Alameda County Records; thence north 71° 52' east 587.40 feet to the western line of Preda Street (Preda Lane), 30 feet wide; thence south 12° 47' east 112.20 feet along the last mentioned line to the ACTUAL POINT OF BEGINNING; thence south 71° 49' west 249.05 feet; thence north 18° 11' west 20.00 feet; thence north 71° 49' east 250.94 feet to the said western line of Preda Street (Preda Lane); thence south 12° 47' east 20.09 feet along the last mentioned line to the point of beginning.

The above described parcel of land contains 5000 square feet, more or less.

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AP60889

RECORDED at REQUEST OF Alameda County East Bay Title Ins. Co.

Dated: May 26, 1958

2:30 P M.

JUN 20 1958

BOOK 8702 PAGE 599

OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA

Thomas W. Fitzimmons COUNTY REGORDER

by the state of

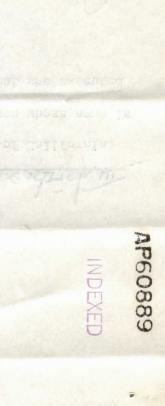
Eva Dias

Check wide) 40 Year Santa Santa In the Control of Land Santa In the Contro

BOUK 8702 PAGE 600

32

1	STATE OF CALIFORNIA)
2	COUNTY OF ALAMEDA)
3	
4	On Way 36, 1958, before me, John A. Deadrich w
5	a Notary Public in and for the County of Alameda, State of California,
6	personally appeared EVA DIAS, known to me to be the person whose name is
7	subscribed to the within instrument, and acknowledged that she executed
8	the same.
9	
10	all the
11	Mobary Public to and for said
12	(Seal) County and State
13	STABLE OSAN J-WHOOM
14	
15	
16	This is to certify that the interest in real property conveyed by the deed
17	or grant dated May 26, 1958, from EVA DIAS to the City of
18	San Leandro, a political corporation, is hereby accepted by order of the
19	City Council of the City of San Leandro on December 16, 1957, and the
20	grantee consents to recordation thereof by its duly authorized officer.
21	
22	Dated: May 27, 1958
23	(3) (4)
24	
25	444
26	By H. H. Burbank, City Clerk
27	
28	
29	
30	
31	



County and State



Fee \$ 45.00

Number 565553 SL/74

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

A CORPORATION OF OAKLAND, CALIFORNIA

AND

TITLE INSURANCE AND TRUST COMPANY

A CORPORATION OF LOS ANGELES, CALIFORNIA

HEREIN CALLED THE COMPANIES, FOR A VALUABLE CONSIDERATION PAID FOR THIS

POLICY OF TITLE INSURANCE

Do Hereby Insure

CITY OF SAN LEANDRO, a municipal corporation,

together with the persons and corporations included in the definition of "the insured" as set forth in the stipulations of this policy, against loss or damage not exceeding

Three thousand and no/100 (3,000.00)

dollars,

which the insured shall sustain by reason of:

- 1. Title to the land described in SCHEDULE C being vested, at the date hereof, otherwise than as herein stated; or
- 2. Unmarketability, at the date hereof, of the title to said land of any vestee named herein, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown or referred to in SCHEDULE B; or
- 3. Any defect in, or lien or encumbrance on, said title, existing at the date hereof, not shown or referred to in SCHEDULE B; or
- 4. 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
- 5. 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, such mortgage or deed of trust being shown in the order of its priority in PART TWO of 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.

On June 20, 1958 SCHEDULE C is vested in:

SCHEDULE A

at 2:30 o'clock,p.m., the title to the land described in

CITY OF SAN LEANDRO, a municipal corporation.

SCHEDULE B

This policy does not insure against loss by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust shown in Part Two is expressly insured in Paragraphs numbered 4 and 5 on the first page of this policy.

PART ONE: This part of Schedule B refers to matters which, if any such exist, may affect the title to said land, but which are not shown in this policy:

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing agency or by the public records; and easements, liens, or encumbrances which are not shown by the public records.
- 2. Rights or claims of persons in possession of said land which are not shown by the public records.
- 3. Any facts, rights, interests, or claims which are not shown by the public records, 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 laws, governmental acts or regulations, including but not limited to zoning ordinances, restricting, regulating or prohibiting the occupancy, use or enjoyment of the land or any improvement thereon, or any zoning ordinances prohibiting a reduction in the dimensions or area, or separation in ownership, of any lot or parcel of land; or the effect of any violation of any such restrictions, regulations or prohibitions.

SCHEDULES B (Continued) AND C

PART TWO: This part of SCHEDULE B shows liens, encumbrances, defects and other matters affecting the title to said land or to which said title is subject:

General and Special County and City taxes for the year 1958-59 now a lien but not yet payable nor determined as to amount.

SCHEDULE C

Description of the land, title to which is insured by this policy.

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

Commencing at the northwest corner of a tract of land containing 12 acres, conveyed by Dennis Sullivan to Frank Joseph, by deed dated October 4, 1867 and recorded in Book "Y" of Deeds, page 775, Alameda County Records, being on the eastern line of a tract of land now or formerly known as "Donovans Tract"; thence south 12° 00' east 224.40 feet along the last mentioned line to the northerly line of a 3 acre tract of land conveyed by Maria Phillips to John Supriano, by deed dated May 23, 1919, recorded in Book 2754 of Deeds, page 233, Alameda County Records; thence north 71° 52' east 587.40 feet to the western line of Preda Street (Preda Lane) 30 feet wide; thence south 12° 47' east 112.20 feet along the last mentioned line to the actual point of beginning; thence south 71° 49' west 249.05 feet; thence north 18° 11' west 20.00 feet; thence north 71° 49' east 250.94 feet to the said western line of Preda Street (Preda Lane); thence south 12° 47' east 20.09 feet along the last mentioned line to the point of beginning.

The above described parcel of land contains 5000 square feet, more or less.

CITY OF DAY MAINDED, a municipal corporation,

STIPULATIONS

Scope of 1. This policy does not insure against, and the Companies will not be liable Coverage 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, claims, 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 Companies in writing prior to the issuance of this policy or appeared at the date of this policy on the public records. Any rights or defenses of the Companies 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 Companies at their own cost shall defend the insured in

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. Notice of Actions or Claims to be Given by the Insured in Ilitigation consisting of actions or proceedings against the insured in insured in insured. It is a lilitigation consisting of actions or proceedings against the insured in insured against a foreclosure or sale of said land in satisfaction of any insured, or in case knowledge shall come to any pursue such litigation is founded upon a defect, lien, encumbrance, or other which is adverse to the title as insured or which might cause loss or damage for which the Companies shall or may be liable by virtue of this policy, such insured shall notify the Companies thereof in writing. If such notice shall not be given to the Companies at least two days before the appearance day in any such litigation, or if such insured shall not, in writing, promptly notify the Companies of any defect, lien, encumbrance, or other matter insured against, or of any such adverse claim which shall come to the Companies at least two days before the appearance day in any such litigation, or if such insured shall not, in writing, promptly notify the Companies 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 Companies as to each insured having such knowledge shall cease and terminate; provided, however, that failure to so notify the Companies shall be actually prejudiced by such failure. The Companies shall have the right to so institute and prosecute any action or proceeding, or od any other act which, in their 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 Companies to prosecute or defend any action or proceeding, and all appeals therein, an

Notice of Loss.

3. A statement in writing of any loss or damage for which it is claimed the Companies are liable under this policy shall be furnished to the Companies 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 Companies 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 Companies of such written statement.

Option to Pay,

Settle, or Companies reserve the option to pay, settle, or componies Claims

Compromise Claims

or tender of payment of the full at any time, and payment or tender of payment of the full amount of this policy, together with all accrued costs which the Companies are obligated hereunder to pay, shall terminate all liability of the Companies hereunder, including all obligations of the Companies with respect to any litigation pending and subsequent costs thereof.

Whenever the Companies settled a claim under

Subrogation Upon
Payment or Settlement
this policy, they 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 Companies 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 Companies such rights, securities, and remedies, and shall permit the Companies 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 become the owners of, and such insured by mortgage or deed of trust, to pay such insured the companies are obligated hereunder to pay, in which case the Companies shall become the owners of, and such insured shall at once assign and transfer to the Companies, said mortgage or deed of trust and the indebtedness thereby secured, and such payment shall terminate all liability under this policy to such insured.

Payment of Loss and Costs of Litigation. Indorsement of Payment on Policy Iligation carried on by the Companies for the insured, and in litigation carried on by the Companies for the insured, and in litigation carried on by the insured with the written authorization of the Companies, but not otherwise. The liability of the 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 Companies to the insured owner of said land. No payment may be demanded by any insured without producing this policy for indorsement of such payment.

Manner of Payment of Loss to 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 there be no such insured variety 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.

Definition

9. The following terms when used in this policy mean:

(a) "named insured": the persons and corporations named as insured on the first page of this policy;

(b) "the insured": such named insured together with (1) each successor in ownership of any indebtedness secured by any mortgage or deed of trust shown in Schedule B, the owner of which indebtedness is named herein as an insured, (2) 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, (3) any governmental agency or instrumentality acquiring said land under an insurance contract or guarantee insuring or guaranteeing said indebtedness or any part thereof, and (4) 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;

(c) "land": the land described specifically or by reference in Schedule C and improvements affixed thereto which by law constitute real property;

(d) "date": the exact day, hour and minute specified in the first line of Schedule A (unless the context clearly requires a different meaning);

(e) "taxing agency": the State and each county, city and county, city and district in which said land or some part thereof is situated that levies taxes or assessments on real property;

(f) "public records": those public records which under the recording laws. impart

property;
(f) "public records": those public records which, under the recording laws, impart constructive notice of matters relating to said land.

Written Indorsement
Required to Change Policy
the Secretary, or an Assistant

10. No provision or condition of this policy can be waived or changed except by writing indorsed hereon or attached hereto signed by the President, a Vice President, Secretary of each of the Companies.

Notices: Where Sent

11. All notices required to be given the Companies and any statement in writing required to be furnished the Companies shall be addressed to them at 1510 Webster Street, Oakland, California.

In Witness Whereof, each of the Companies has caused its corporate name and seal to be hereunto affixed by its duly authorized officers as of the day and hour set forth in SCHEDULE A hereof.

TITLE INSURANCE AND TRUST COMPANY

PRESIDENT

ASSISTANT SECRETARY

Attest

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

on a Dehrendt

PRESIDENT

ASSISTANT SECRETARY

TITLE SERVICES AVAILABLE

AT OFFICES OF

TITLE INSURANCE AND TRUST COMPANY

IN

CALIFORNIA

FRESNO COUNTY 1246 "L" Street, Fresno 1469 Belmont Avenue, Fresno

INYO-MONO COUNTIES
149 North Edwards Street, Independence

KERN COUNTY 17th and "I" Streets, Bakersfield 1331 Chester Avenue, Bakersfield

LOS ANGELES COUNTY
HOME OFFICE
433 South Spring Street, Los Angeles

126 West Third Street, Los Angeles 145 North Broadway, Los Angeles

ORANGE COUNTY 800 North Main Street, Santa Ana

SAN LUIS OBISPO COUNTY 1141 Chorro Street, San Luis Obispo

SANTA BARBARA COUNTY 36 East Figueroa Street, Santa Barbara

TULARE COUNTY
320 West Main Street, Visalia

VENTURA COUNTY
101 South Chestnut Street, Ventura
542 South "A" Street, Oxnard

ALAMEDA COUNTYEAST BAY TITLE INSURANCE COMPANY AND TITLE INSURANCE AND TRUST COMPANY

POLICY OF
TITLE INSURANCE



ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

DATING BACK TO 1861

MAIN OFFICE 1510 WEBSTER STREET OAKLAND, CALIFORNIA

HAYWARD OFFICE 1165 "A" STREET HAYWARD, CALIFORNIA TITLE SERVICES ALSO AVAILABLE THROUGH ASSOCIATE COMPANIES

CALIFORNIA

IMPERIAL COUNTY
PIONEER TITLE INSURANCE COMPANY
600 Main Street, El Centro

RIVERSIDE COUNTY
RIVERSIDE TITLE DIVISION OF
PIONEER TITLE INSURANCE COMPANY
3490 Tenth Street, Riverside

SAN BERNARDINO COUNTY
PIONEER TITLE INSURANCE COMPANY
HOME OFFICE
440 Court Street, San Bernardino

SAN DIEGO COUNTY
UNION TITLE INSURANCE AND TRUST COMPANY
1028 Second Avenue, San Diego

NEVADA

PIONEER TITLE INSURANCE COMPANY 125 South Fourth Street, Las Vegas WASHOE COUNTY TITLE INSURANCE COMPANY 27 East First Street, Reno

> OREGON (19 Counties)

TITLE AND TRUST COMPANY
321 S.W. Fourth Avenue, Portland

WASHINGTON (25 Counties)

Washington Title Insurance Company 719 Second Avenue, Seattle

Deed

	2	Deed	
LPS			
STAM	For a valuable consideration, receipt	of which is hereby acknowl	edged,
NUE	EVA DIAS		
REVE	ave Dam		
NAL			hereby
For Internal Revenue Stamps	GRANTS to The CITY OF SAN LEAD	DRO, a Municipal Corp	poration
	all that real property situated in the	ty of San Leandro,	County of Alameda,
	State of California, described as follows:		
	Joseph by deed dated October 5, Oliveira north 72° 27° east 584, the southwest line of Preda Strealong the southwest line of said 336.60 feet to the true point of west 249.05 feet, more orless; thence north 72° 2 the said southwest line of Predathe last mentioned line south 12° 200.000 feet the last mentioned line south 12° 200.000 feet feet feet feet feet feet feet f	et (Preda Lane), 30 il Preda Street south I commencement; thence thence north 17° 33° w 27° east 250.71 feet, a Street (Preda Lane);	et wide; thence 2º 48' east south 72º 27' est 20.00 feet, more or less, to
	to the true point of commencemen		
	to the true point of commencemen		
	to the true point of commencemen		
	to the true point of commencemen		
	to the true point of commencemen		
	to the true point of commencemen		
Dated_Septemb	to the true point of commencement		
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STATE OF CALIFOR COUNTY OF ALAMI On Septembra a Notary Public in and Eva Dias	to the true point of commencement 200 200 200 200 200 200 200 200 200 2	FOR RECOR	
STATE OF CALIFOR COUNTY OF ALAMI On Septemble a Notary Public in and Eva Dias known to me to be the within instrument, and	or 30, 1957 NIA ss. Defore me, the undersigned for said County and State personally appeared Subscribed to the executed the same acknowledged to me that the executed the execut	FOR RECOR	
STATE OF CALIFOR COUNTY OF ALAMI On Septembra Notary Public in and Eva Dias known to me to be the within instrument, and (SEAL) When recorded mail to Name	Signary Publican and for said County and State.	FOR RECOR	
STATE OF CALIFOR COUNTY OF ALAMI On September a Notary Public in and Eva Di as known to me to be the within instrument, and (SEAL) When recorded mail to Name Address	NIA ss. 20 1957 Solution and State personally appeared Subscribed to the executed the same acknowledged to me that She executed the same acknowledged to the same acknowledged to the same acknowledged to the same acknowledged the same acknowledged to the same acknowledged the same acknowledged	FOR RECOR	

Deed

FROM

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Dated:

19

ALAMEDA COUNTY-EAST BAY TITLE INSURANCE COMPANY

MAIN OFFICE 1510 WEBSTER STREET OAKLAND, CALIFORNIA HAYWARD OFFICE 1165 A- STREET HAYWARD, CALIFORNIA A THE STATE OF THE

OPTION

In consideration of _ TEN AND NO/	100
DOLLARS, the receipt whereof is hereby	acknowledged, I hereby give to
The CITY OF SAN LEANDRO, a Municipa	L Corporation
hereinafter referred to as Optionee, t	he option of buying, for the full price of
THREE THOUSAND AND NO/100	(\$ 3,000.00) DOLLARS, the
	ated in the City of San Leandro
County of Alameda State of	California, and more particularly described
as follows, to wit:	
	close this application at any time within
from date hereof, a	
	onee, a good and sufficient Grant Deed. On
	paid the further sum of TWO THOUSAND
	,990,00) DOLLARS, in full payment
	operty; but if said option is not closed
	from date hereof, I am to retain the said
	(\$_10.00) DOLLARS, so paid as
aforesaid, as liquidated damages. If	
180 days	the amount paid as aforesaid is to be
	lime is of the essence of this contract.
Dated this 20 day of Augus	1957
	- Co - D ins
State of California) ss County of Alameda) ss	
On this day of Notary Public, personally appeared	_19, before me, the undersigned
known to me to be the person described to and who executed the witeexecuted the same.	bed in and whose name thin instrument and acknowledged to me that
	Notary Public in and for said County and

My Commission Expires: ____

TITTON

	appropriate land
County of _ ligrade State of California, and more particularly when	
following described real property although in the Caty of Sen Leandro	a in
AHERE THOUSAND A'TA HO/100 (6, 3,000,00) Doll'As	is one
The CHT CT SA INVINCE, a traighed terremains	a 00
In consideration of TEN AT NO/100	-

State of California | am Chunky of Alameda | 19 , before me, the undersigned On this day of 19 , before me, the undersigned Notary Fublic, personally appeared

known to me to be the parcon described in and whose name administrated to me that subscribed to and who exercised the within instrument and administrated to some.

ce-carden THE Manance Officer R. M. Lindehl, Wery truly yours, california. recorded and returned directly to the City Clerk, City Hall, San Leandre, Taxes are to be pro-rated as of date of recording of deed. Please have deed you are sutherized to deliver this payment to the persons entitled thereto. title vested in the Oity of San Leandro free and clear of all encumbrences, Upon recordation of deed and issuance of the policy of title insurance showing by Deadrich Realtors. no co user superstanding that seller's instructions have been given to you .00.066.59 To smouns ont at snerrall vilo eno H. H. Burbank, City Clerk, accepting deed, One Certified copy of Deed from Bva Dias with certification of Enclosed are the following: Please refer to your Escrow No. 565553. dentleren: Cekland 12, California 0018.E.WT 1510 Webster Street Alameda County-Mast Bay Title Insurance Company February 20, 1958

Riordan

Burbank -Mordan co-Carden BET Mannen Officer H. H. Linnshil. Many tanky yours. Onlifernia. recorded and recurred directly to the City Clar, City Anil, And Leandre, Taxes are to be pro-mared as of date of recording of deed. Flance have deed you are suthorized to deliver bais payment to the parsons entitled thereto. title wested in the City of Dan Lamedra free and class of all encumbrances, Upon recordation of deed and issuance of the policy of title insurance shoulds by Meadrich Macksorn. It is my anterstanding that sellents inactivations have been given to you one City Harrant in the smount of 72,490,00. H. H. Burbank, City Clerk, accepting dead, One Certified copy of Deed from Eva Diss with certification of guelouse are the following Please refer to your Macrow No. 565593. Coursens corland 12, california Tw.3.8100 1510 Sebater Street Alexeda Connty-Sest Sey Title Insarance Company Fobrasty 20, 1990

May 28, 1958

Mr. Frank R. Chase
Alameda County-East Bay Title Insurance Co.
1510 Webster Street
Oakland 12, California Re: #565553

Dear Mr. Chase:

Enclosed is the new deed from Eva Diasas you requested in your letter of April 10, 1958.

Yours very truly,

H. H. BURBANK City Clerk

Encl. 1

Pet 8 25-131-4

May 28, 1958

Mr. Frank A. Chane Alameda County-East Bay Title Insurance do. 1510 Webster Street Oskland 12, Celifornia Re: #565553

Deer Mr. Chase:

Englosed is the new deed from Eva Diam as you requested in your latter of April 10, 1958.

Yours weny bruly,

M. H. BURBANIX Gity Clerk

Encl. 1

57 P ST 181-4

/ E

July 2, 1958

Board of Supervisors Alameda County Court House Oakland, California

Attn: Harold Schulze, Deputy

Gentlemen:

Will you kindly cancel the taxes on the property deeded to the City of San Leandro by Eva Dias, Assessor's description 75-131-4 (portion of), as recorded on June 20, 1958, in Book No. 8702, Page 599, No. AP60889, in the Official Records of Alameda County, California.

Very truly yours,

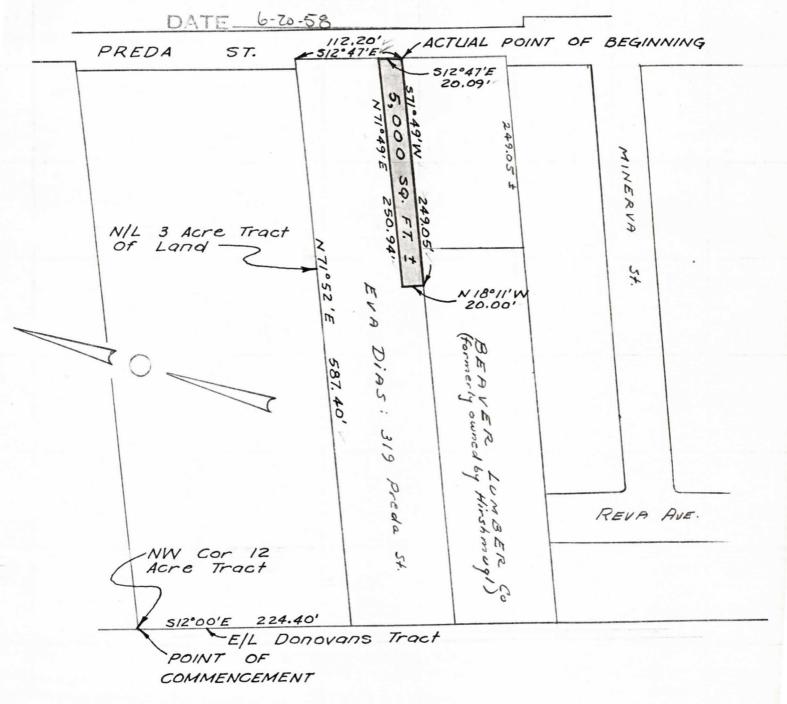
H. H. BURBANK City Clerk

/k

BY PHE DE				SHEET NO.	OF
SCALE: 1"=	100'		N/X W		
Rev: 5-31-66	RHW				

ACQUIRED

BY BK 8702 PG 599



Re: LD 58-49

MCROFILMED DWG 47 CASE 1602

-- CLEADS:NT 1000 H-10 FADEOUT