· C. . RECORDED at PEOLIEST OF. RECORDING REQUESTED BY TRUST CO. TITLE INSURANCE ritle Insurance & Trust Company 4:30 PM SI 198473 RE:3199 IM:480 Min. Past AUG - 4 1972 AND WHEN RECORDED MAIL TO 72-106655 OFFICIAL' RECORDS OF CITY MANAGERS OFFICE ALAMEDA COUNTY, CALIFORNIA JACK G. BLUE City of San Leandro Street Address Civic Center 835 East 14th Street San Leandro, California 94 SPACE ABOVE THIS LINE FOR RECORDER'S USE -MAIL TAX STATEMENTS TO DOCUMENTARY TRANSFER TAX \$ NONE

COMPUTED ON FULL VALUE OF PROPERTY OF COMPUTED ON FULL VALUE LESS LIENS, AND ENCUMBRANCES REMAINING AT TIME OF SATE.

TITLE INS. & TRUST -SAME AS ABOVE Mal City & State Firm Name Signature of Declarant or Agent determining tax. Grant Deed THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY TO 405.1 CA (1.70) FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ANTONIO C. ROGERS and MARIA C. ROGERS, his wife hereby GRANT(S) to CITY OF SAN LEANDRO, A Municipal Corporation the following described real property in the City of San Leandro County of Alameda , State of California: Lot 17, Block 2, Huff Tract, filed July 9,1912, in Book 27, Page 4, Alameda County Records. Dated August 3 Antonio C. Maria C. Rogers STATE OF CALIFORNIA Alameda COUNTY OF_ August 3, 1972 __ before me, the undersigned, a Notary Public in and for said State, personally appeared ANTONIO C. ROGERS & MARIA C. ROGERS OFFICIAL SEAL to be the person S whose name S are subscribed to the within RUTH J. HOLDER instrument and acknowledged that____ they executed the same NOTARY PUBLIC CALIFORNIA ALAMEDA COUNTY WITNESS my hand and official seal. My Commission Expires Oct. 18, 1875 Signature Ruth J. Holder (This area for official notarial seal) Name (Typed or Printed) File 830 77-462-5-1 Escrow or Loan No. Title Order No.



GRANT DEED



Title Insurance and Trust Company

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

GRANT DEED



Title Insurance and Trust Company

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL



72-106655

RE.3199 IM.481

This is to certify that the interest in real property conveyed by Deed om Grant, dated August 32, 1972 , from

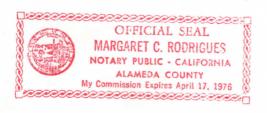
ANTONIO C. ROGERS and MARIA C. ROGERS, his wife to the City of San Leandro, a municipal corporation, is hereby accepted on behalf of the City Council of the City of San Leandro, pursuant to authority conferred by Resolution of the City Council adopted on June 19, 1961, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: August 3, 1972

R. H. West, City Clerk of the City of San Leardro

<u>o p T I o N</u>

In consideration of
THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, I HEREBY GIVE TO
San Leandro, A Municipal Corporation HEREINAFTER REFERRED
TO AS OPTIONEE, THE OPTION OF BUYING, FOR THE FULL PRICE OF FORTY THOUSAND
AND NO/100 (\$ 40,000.00) DOLLARS,
THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF San Leandro
COUNTY OF _ Alameda , STATE OF CALIFORNIA, AND MORE PARTICULARLY
DESCRIBED AS FOLLOWS, TO WIT: Lot 17 in Block 2 of the Huff Tract as shown
on the map thereof filed July 9, 1912, in Book 27 of Maps at page 4, Alameda
County Records. The above described parcel of land contains 10,036 square feet, more or less. OPTIONEE SHALL HAVE THE RIGHT TO CLOSE THIS APPLICATION AT ANY TIME WITHIN
90_days FROM DATE HEREOF, AND I AGREE TO EXECUTE AND DELIVER TO
OPTIONEE, OR TO ANY ONE NAMED BY OPTIONEE, A GOOD AND SUFFICIENT GRANT DEED. ON
EXECUTION OF SAID DEED I AM TO BE PAID THE FURTHER SUM OF THIRTY NINE
OF THE PURCHASE PRICE OF SAID REAL PROPERTY: BUT IF SAID OPTION IS NOT CLOSED
WITHIN 90_days FROM DATE HEREOF, I AM TO RETAIN THE SAID SUM OF
DAMAGES. IF SAID OPTION IS CLOSED WITH THE SAID 90 days, THE
AMOUNT PAID AS AFORESAID IS TO BE APPLIED TOWARDS THE PURCHASE PRICE. TIME IS
OF THE ESSENCE OF THIS CONTRACT.
DATED THIS 22nd DAY OF June, 1972.
Mana CRopers
State of California) County of Alameda) ss
On this 5 day of July 1972, before me, the undersigned Notary Public, personally appeared antonio Rogers and Maria C. Rogers
Known to me to be the person described in and whose names are subscribed to and who executed the within instrument and acknowledged to me that they executed the same. Margaret C. Podrugues Notary Public in and for said County and State



CITY OF SAN LEANDR

INTEROFFICE MEMO

	4 70 7070						
0	City Clerk August 18, 1972						
ом	City Manager's Office						
ВЈЕСТ	Deed 598 Callan Avenue (Rogers)						
	Attached is the Grant Deed for the property recently acquired from Antonio C.						
	and Maria C. Rogers, located at 598 Callan Avenue (escrow #198473). This property						
	was recorded with title vested in the City on August 4, 1972 and was acquired for						
	the expansion of Memorial Park.						
	This is for your permanent file.						
	L. E. Riondan						
	I. I. Itoraar						
	LER:ed cc: Recreation Dept. Public Works Dept.						
	Tabile World Bept.						
1							
5							

TTY OF SAN LEANDRO



INTEROFFICE MEMO

то	City Clerk August 9, 1972						
FROM	City Manager's Office						
SUBJECT	Warrant - Taxes, 598 Callan Ave.						
1	Attached is a warrant, payable to the Board of Supervisors of Alameda County,						
2	to cover accrued real property taxes on the property located at 598 Callan Avenue						
3	until date of recordation. This property was acquired for the expansion of Memorial						
4	Park and title was vested in the City on August 4, 1972. Please send this warrant						
5	to the Board of Supervisors along with your letter requesting cancellation of taxes.						
6	Thank you.						
7	8-1						
8	Edith De Bo						
0							
10	Attachment						
11	cc: Finance Office						
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TO 1012 FC—DP (7-71) California Land Title Association Standard Coverage Policy Form Copyright 1963

Policy of Title Insurance

ISSUED BY

Title Insurance and Trust Company

Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

- 1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
- 2. Unmarketability of such title; or
- 3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
- 4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.

In Witness Whereof, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Title Insurance and Trust Company

Hale Ham

PRESIDENT

Attest

John J Enga

File 830

SECRETARY

SCHEDULE B 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.
- 2. 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.
- 3. Easements, claims of easement or encumbrances 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. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;
 - (d) "date": the effective date;
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and
- (f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal 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, subject otherwise to the provisions hereof.

2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reasons of the following:

- (a) 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 said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.
- (b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.
- (c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.
- (d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.
- (e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value with-

out knowledge.

DEFENSE AND PROSECUTION OF ACTIONS —NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

- (a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.
- (b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title of the estate or in-terest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or, if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as un-marketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of

TO 1012-1 AB C California Land Title Association Standard Coverage Policy—1963

SCHEDULE A

Premium \$ 222.50

Effective

Amount \$ 40,000.00

Date AUGUST 4, 1972, AT 4:30 P.M.
INSURED

Policy No.SL-198473 SL-136-A, 32

CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is a fee.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

PART I

- 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.
- 2. 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.
- 3. Easements, claims of easement or encumbrances which are not shown by the public records.
- 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. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

File 830 APN 77-462-5-1

TO 1012.1 AS C Callifornia Land Tisle Association Standard Constiges Policy—1967

SCHEDULE A

Premium \$ 222.50

Amount \$ 40,000.30

Date AUGUST 4, 1972, AT 4:30 P.M.

Policy No.SL-198673 SL-136-6, 32

CITY OF SAM LEARNED, A MUNICIPAL CORPORATION

I Tatle to the estate or incress covered by this policy at the date bare of its verted in

CITY OF SAN LEANDRO, A MUNICIPAL CORPORATION

2. The estate or interest in the Led deposition for reterred to in Schodule C covered by this policy is a fee

SCHEDULE

This policy does not hearre against less or damage by reason of the following:

PART

- 1. Texes or assistments which are not shown as existing liens by the records of any taxing authority that ferms turns or assistments on real property or by the public records.
- 2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascordined by an amportant of said land or by maxing unjury, of perform in potention thereof.
- 3. Resements, cleims of ensement or encuralizances which are not chown by the public recerts.
- Discrepances, condicts in boundary lines, cloriege in area, encroachments or any other facts twich a
 correct career would disclose, and which are not shown by the public records
- 5. Unpatented mining claims, reservations or eracotions in patents on in Acts enthorizing the issuence thereof, water rights, claims or title to water.

File 220 2017 74-164-5TO 1012-18 Cont. C California Land Title Association Standard Coverage Policy-1963

SCHEDULE B — (Continued)

PART II

GENERAL AND SPECIAL COUNTY AND CITY TAXES FOR THE FISCAL YEAR 1972-73, A LIEN NOT YET DUE OR PAYABLE.

TO 10:2-1, 1056, 1013-C5 (5-70)
American Land Title Association Loan Policy-1970
With ALTA Endorsement - Form 1 Coverage.
or
American Land Title Association Owner's Policy
Form B-1970
or
California Land Title Association
Standard Coverage Policy-1963

SCHEDULE C

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

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, CITY OF SAN LEANDRO, DESCRIBED AS FOLLOWS:

LOT 17, BLOCK 2, HUFF TRACT, FILED JULY 9, 1912, IN BOOK 27, PAGE 4, ALAMEDA COUNTY RECORDS.

INDORSEMENT

ATTACHED TO POLICY NO. SL-198473

ISSUED BY

Title Insurance and Trust Company

The following exclusion from coverage under this policy is added to Paragraph 3 of the Conditions and Stipulations:

"Consumer credit protection, truth in lending or similar law."

The total liability of the Company under said policy and any indorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This indorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.



Title Insurance and Trust Company

By

John Jeagan SECR

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



Office of City Clerk 415-638-4100

August 21, 1972

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

Subject: Tax Cancellation

Gentlemen:

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

recorded in the Official Records of the County of Alameda under the County Recorder's Serial No. 72-106655 , RE: 3199 IM: 480 on August 4 , 19 72 .

It is requested that your Honorable Board will:

- 1. () Cancel taxes on the above property.
- 2. (x) Accept the attached Check No. $\frac{N267931}{1210}$ made by

Title Insurance Company in the

amount of \$ 60.42 , to cover the accrued current real property taxes to the above date of recordation, (included 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.

Richard H. West, City Clerk

On motion of Supervisor	, Second	ed by Supervisor	
and approved by the following vote,			della
Ayes: Supervisors			
Noes: Supervisors			
Excused or Absent: Supervisors			
THE FOLLOWING RESOLUTION WAS ADOPTED:	CANCEL	TAXES NUMBER	145902
WHEREAS, certain real property situ of Alameda, State of California, and mor	ate in the	City of San Leand	, County

77-462-3 ALL (1972-73) Roger, Antonio 7 Maria C. 592 Callen ave. NOV 9 - 1972

CITY OF SAN LEANDRO

is now subject to a lien for uncollected taxes or assessments and penalties or costs thereon; and

WHEREAS, after the time said taxes or assessments and penalties and costs thereon became a lien on said real property, it was acquired by the ..., as shown on that/those certain deed(s) duly recorded in the office of the Recorder of Alameda County, and because of such public ownership is not subject to sale for delinquent taxes; and

WHEREAS, the the cancellation of said uncollected taxes and assessments and penalties and costs thereon now a lien upon the hereinabove described real property;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by this Board of Supervisors, with the written consent of the County Counsel of the County of Alameda, and the written consent of the City Attorney of the City of San Leandro.

that the County Auditor be and he is hereby ordered and directed to cancel any and all uncollected taxes or assessments and penalties or costs thereon, now a lien upon the above described parcel(s) of real property; provided, however, that this resolution and order shall not be construed as making or authorizing the cancellation of any taxes or assessments or penalties or costs thereon, charged or levied on any possessory interest in or to said parcel(s) of real property, or any special assessment levied on said parcel(s) of real property; and

BE IT FURTHER RESOLVED AND ORDERED that if said parcel(s) of real property has have been sold to the State for nonpayment of any of said taxes, and a certificate of sale or deed therefor has been issued to the State, and the State has not disposed of the property so sold, the County Auditor be and he is hereby ordered and directed to cancel the certificate of sale or deed so issued; and

BE IT FURTHER RESOLVED that pursuant to the provisions of Sections 134, 2921.5 and 4986 of the Revenue and Taxation Code, the Auditor is hereby authorized and directed to transfer uncollected taxes and penalties thereon from the "Secured Roll" to the "Unsecured Roll".

CONSENT OF THE COUNTY COUNSEL OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

The County Counsel of the County of Alameda, State of California, hereby consents to the cancellation of all uncollected county taxes or assessments and penalties or costs thereon, charged or levied and now a lien upon the real property hereinabove described, and as shown on that/those certain deed(s) duly recorded in the office of the Recorder of Alameda County.

CERTIFY THAT THE FOREGOING IS A COR- RECT COPY OF A RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS ALAMEDA
THE BOARD OF SUPERVISORS ALAMEDA
COUNTY, CAMEORNIA NOV 0 7 1972
ATTEST: NOV 0.7,1972 JACK K. POOL, CLERK OF THE BOARD OF SUPERVISORS
11 0. 0.

RICHARD J. MOORE

County Counsel for the County of Alameda,
State of California

By Deputy County Counsel for the County of Alameda, State of California FILE 830

FILE 830 APN 77-462-501 CONSENT OF THE CITY ATTORNEY OF THE CITY OF SAN LEANDRO COUNTY OF ALAMEDA, STATE OF CALIFORNIA

The City Attorney of the City of San Leandre, County of Alameda, State of California, hereby consents to the cancellation of all uncollected city taxes or assessments and penalties or costs thereon, charged or levied and now a lien upon the real property hereinabove described, and as shown on that certain deed duly recorded in the office of the Recorder of Alameda County.

> GLENN A. FORBES City Attorney for the City of San Lesndro, County of Alameda, State of California

> By GARTER J. STROWD
> Assistant City Attorney for the City of
> San Leandro, County of Alameda, State of California

> > I CERTIFY THAT THE FOREGOING IS A COR-RECT COPY OF A RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS ALAMEDA

COUNTY, CALIFORNIA NOV 07 1972

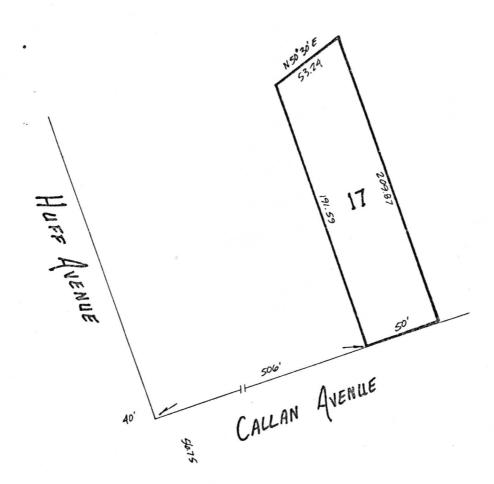
ATTEST: NOV 0.7.1972

JACK K. POOL, CLERK OF
THE BOARD OF SUPERVISORS

BY: Dagenes Colloyon

01/01/01 LINGIONERSE MOV 07 1972 COUNTY, CALIFORNIA NOV 07 1972 RECT COPY OF A RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS ALAMEDA I CERTIFY THAT THE FOREGOING IS A COR-CHITECENTS Assistant City Attended for the City of Star Leasure, County of Alexade, State of Giang A. 192222 City Attorney for the City of Den Leaners, Consty of Almenda, State of California chat cereats dead duly respected in the office of the Bencraer of Almanda ness a lime apon the rest property herelochere described, and so shows on The city Attorney of the City of San Leandre, County of Almeeds, State of California, barely squeents to the conseilation of all minolinated ally COORST OF ALMEDA, STARE OF CALIFORNIA CONTRAL OR THE CAME STRUCTURE OF THE CAME OF TAX OF





THIS IS NOT A SURVEY OF THE LAND BUT IS COMPILED FOR INFORMATION BY THE TITLE INSURANCE AND TRUST COMPANY FROM DATA SHOWN BY THE OFFICIAL RECORDS