

# Policy of Title Insurance



ISSUED BY

*First American Title Insurance Company*

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

*First American Title Insurance Company*

BY  PRESIDENT

ATTEST  SECRETARY



WE HEREBY CERTIFY THIS TO BE  
A TRUE AND CORRECT COPY.  
FIRST AMERICAN TITLE  
INSURANCE COMPANY

By 

*First American Title*

## SCHEDULE A

Premium: \$39,000.00

Amount of Insurance: \$65,000,000.00

Policy Number: 9738117

Date of Policy: December 21, 2005 at 11:30 A.M.

1. Name of insured:

The State of California, acting by and through its Department of Fish and Game, Wildlife Conservation Board

2. The estate or interest in the land which is covered by this policy is:

A fee.

3. Title to the estate or interest in the land is vested in:

The State of California, acting by and through its Department of Fish and Game, Wildlife Conservation Board

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

Real property in the City of Ocean View, County of Orange, State of California, described as follows:

THAT PORTION OF PARCELS 1 AND 2 OF CERTIFICATE OF COMPLIANCE NO. CC 92-01 RECORDED SEPTEMBER 2, 1992 AS INSTRUMENT NO. 92-589755 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF THE NORTHWEST PORTION OF SAID PARCEL 1; THENCE SOUTH 89° 12' 47" EAST 2261.21 FEET ALONG THE NORTHERLY LINE OF SAID NORTHWEST PORTION AND THE NORTHERLY LINE OF THE NORTHWEST PORTION OF SAID PARCEL 2; THENCE LEAVING THE NORTHERLY LINE OF SAID PARCELS 1 AND 2 SOUTH 00° 00' 00" WEST 433.03 FEET; THENCE SOUTH 49° 43' 42" EAST 662.71 FEET; THENCE SOUTH 0° 47' 46" WEST 6.85 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 139.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 81° 30' 52" WEST; THENCE SOUTHEASTERLY 121.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50° 17' 02"; THENCE SOUTH 58° 46' 10" EAST 66.66 FEET; THENCE SOUTH 59° 34' 35" EAST 67.58 FEET; THENCE SOUTH 54° 27' 20" EAST 27.51 FEET; THENCE SOUTH 34° 37' 04" EAST 37.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 154.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH 16° 39' 26" EAST; THENCE SOUTHEASTERLY 124.52 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46° 19' 36" TO THE



BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1218.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 50° 23' 11" WEST; THENCE SOUTHEASTERLY 324.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 15' 10"; THENCE NON-TANGENT SOUTH 58° 16' 43" EAST 218.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 215.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 64° 18' 37" WEST; THENCE SOUTHEASTERLY 250.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66° 48' 26"; THENCE NON-TANGENT SOUTH 51° 47' 02" EAST 158.76 FEET TO THE GENERAL NORTHERLY LINE OF "CONVEYANCE B" OF THAT CERTAIN GRANT DEED TO THE STATE OF CALIFORNIA RECORDED FEBRUARY 14, 1997 AS INSTRUMENT NO. 19970069448 OF SAID OFFICIAL RECORDS; THENCE ALONG SAID GENERAL NORTHERLY LINE, THE FOLLOWING COURSES: SOUTH 86° 10' 09" WEST 94.17 FEET, SOUTH 59° 17' 29" WEST 119.63 FEET, SOUTH 41° 01' 30" WEST 43.91 FEET, SOUTH 46° 26' 55" WEST 38.46 FEET, SOUTH 64° 55' 15" WEST 62.52 FEET, SOUTH 59° 18' 01" WEST 45.36 FEET, SOUTH 64° 03' 25" WEST 48.93 FEET, SOUTH 59° 28' 19" WEST 49.34 FEET, SOUTH 52° 24' 32" WEST 87.39 FEET, SOUTH 48° 35' 33" WEST 88.16 FEET, SOUTH 42° 43' 12" WEST 75.54 FEET, SOUTH 59° 11' 48" WEST 61.27 FEET, SOUTH 47° 03' 22" WEST 75.13 FEET, SOUTH 55° 54' 18" WEST 68.68 FEET, SOUTH 59° 10' 56" WEST 299.54 FEET, SOUTH 72° 37' 48" WEST 88.28 FEET, SOUTH 66° 27' 30" WEST 96.71 FEET, SOUTH 56° 32' 47" WEST 107.44 FEET, SOUTH 43° 33' 42" WEST 226.40 FEET, AND SOUTH 47° 09' 21" WEST 235.29 FEET TO THE SOUTHWESTERLY LINE OF SAID NORTHWEST PORTION OF PARCEL 1; THENCE ALONG SAID SOUTHWESTERLY LINE, THE FOLLOWING COURSES: NORTH 39° 32' 29" WEST 2657.33 FEET AND NORTH 32° 08' 29" WEST 955.35 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE FINAL ORDER OF CONDEMNATION IN FAVOR OF THE OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY RECORDED OCTOBER 21, 1966 IN BOOK 8083, PAGE 89 OF SAID OFFICIAL RECORDS.

ALSO EXCEPTING ALL MINERALS SUCH AS OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AND THE EXCLUSIVE RIGHT TO PRODUCE SUCH OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES BY DRILLING UNDER THE SURFACE OF SAID LAND FROM PROPERTY ADJOINING SAID LAND AND THE FURTHER EXCLUSIVE RIGHT TO DRILL UNDER AND THROUGH SAID LAND FOR THE PURPOSE OF PRODUCING OIL FROM UNDER THE PACIFIC OCEAN, OR FROM ANY OTHER PROPERTY SUCH RIGHTS TO BE WITHOUT RIGHT TO ENTER UPON OR USE THE SURFACE OF SAID LAND FOR ANY PURPOSE OR PURPOSES WHATSOEVER AS EXCEPTED IN DECREE ON DECLARATION OF TAKING NO. 3, A CERTAIN FILED COPY OF WHICH WAS RECORDED MARCH 26, 1943 IN BOOK 1101, PAGE 594 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, AS AMENDED BY DECREE, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 23, 1944 IN BOOK 1244, PAGE 186, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY.

ALSO EXCEPTING AND RESERVING ALL OIL, GAS, HYDROCARBONS AND MINERALS OF EVERY KIND AND CHARACTER IN OR UNDER SAID LANDS AND SUCH WHICH MAY BE PRODUCING FROM SAID LAND TOGETHER WITH THE RIGHT TO DRILL INTO AND EXTRACT THE SAME FROM ALL SAID LANDS BUT WITH NO RIGHT TO USE OF ANY PORTION OF SAID LANDS ABOVE A PLANE FIVE HUNDRED (500) FEET BELOW THE SURFACE OF SAID LANDS FOR THE PRODUCTION OF SAID OIL, GAS, HYDROCARBONS AND MINERALS (EXCEPT AS PROVIDED IN THAT CERTAIN UNRECORDED PURPOSE AGREEMENT AND ESCROW INSTRUCTIONS DISCLOSED BY A MEMORANDUM THEREOF RECORDED FEBRUARY 22, 1976 AND AS CONTAINED IN THE DEED RECORDED FEBRUARY 22, 1974 AND WHICH DEEDS FURTHER RECITED:

"SAID RIGHTS SHALL INCLUDE THE RIGHT TO DRILL, OPERATE, MAINTAIN, REPAIR AND REPLACE TUNNELS, CORE, HOLES, BORES AND INJECTION WELLS INTO SAID LANDS FROM OTHER LANDS FOR THE PURPOSE OF REMOVING OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS FROM SAID LANDS OR FROM OTHER LANDS OR FOR THE PURPOSES OF SUBSIDENCE CONTROL OR THE PREVENTION OF SALT WATER INTRUSIONS."

NOTE 1: A CLTA 100.29 ENDORSEMENT WILL BE ISSUED WITH A POLICY OF TITLE INSURANCE INSURING AGAINST LOSS SUSTAINED BY REASON OF DAMAGE TO EXISTING OR FUTURE IMPROVEMENTS RESULTING FROM THE USE OF THE SURFACE OF THE LAND FOR THE PURPOSE EXTRACTING MINERALS EXCEPTED FROM THE LEGAL DESCRIPTION.

NOTE 2: THE ABOVE LEGAL DESCRIPTION IS FOR THE SOLE PURPOSE OF THIS REPORT AND MAY NOT BE CONSIDERED FOR USE IN ANY POLICY OF TITLE INSURANCE TO BE ISSUED BY THIS COMPANY, AND IS SUBJECT TO CHANGE AT ANY TIME.

APN: 110-016-02

**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

**PART ONE**

**SECTION 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 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.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**SECTION TWO**

1. The use and control of cienegas and natural streams of water, if any, naturally upon, flowing across, into or by said described tract, and the right of way for and to construct irrigation or drainage ditches through said tract to irrigate or drain the adjacent land, as reserved by Stearns Ranchos Company in the deeds recorded in Book 87, Page 373; in Book 40, Page 205; in Book 30, Page 163; in Book 30, Page 240; in Book 85, Page 97; in Book 91, Page 90 of Deeds; and in other Deeds of Record.
2. Easements for roads, railroads and ditches, as reserved in the deeds above mentioned.
3. A waiver in favor of the County of Orange of all claims for damages to said land by reason of the location of a highway contiguous thereto, as contained in the deed recorded June 17, 1901 in Book 71, Page 16 of Deeds.
4. An Oil and Gas Lease, (Standard Lease) covering a portion of the above described land, dated January 1, 1920, executed by Bolsa Land Company, a Corporation, and Bolsa Chica Gun Club, a Corporation, as Lessors, and Standard Oil Company, a Corporation, as Lessee, recorded February 14, 1921 in Book 19, Page 168 of Leases, Records of Orange County, California, to which record reference is hereby made for all of the particulars thereof.



All interest of Standard Oil Company, a California Corporation, in said lease is now vested in Chevron U.S.A. Inc.

Note 1: Said lease was amended and supplemented by an instrument dated December 17, 1941, executed by Bolsa Land Company, a Corporation, and Standard Oil Company of California, recorded December 23, 1941 in Book 1128, Page 1 of Official Records, for the purposes, and upon the terms and provisions therein contained.

Note 2: Said lease was purportedly partially amended by Line Well Agreement dated December 31, 1964, by and between Huntington Beach Company, a Corporation, Edward R. Valentine, owner of an undivided lessor's interest in certain of the leased lands, and Standard Oil Company of California, a Corporation, recorded September 22, 1965 in Book 7675, Page 794 of Official Records, upon the terms and provisions therein contained.

Note 3: Various instruments appear of record affecting or purporting to affect the interest of the lessors and lessees under said lease, but this report does not cover an examination of or insurance as to the effect thereof, or the present ownership or conditions of said leasehold, however none of these instruments give any additional surface rights.

5. Unrecorded easements, granted to the City of Long Beach and Signal Oil and Gas Company, by conveyances dated January 2, 1957, as disclosed by recitals in the deed to Security First National Bank, recorded August 25, 1960 in Book 5390, Page 349 of Official Records, Orange County.

Note: Said easement is vague as to the location of the easement granted.

6. Matters disclosed by Map filed in Book 92, Pages 19 to 28 of Surveys, and by Map of Tract No. 86 recorded in Book 10, Pages 35 and 36 of Miscellaneous Maps, Records of Orange County, as follows:

The monumented center line of "Los Patos Avenue", as shown on said maps and occupation thereof would appear to be 4 feet, more or less, different from and encroaching across the line described in the deed recorded June 17, 1901 in Book 71, Page 16 of Deeds.

7. A temporary 18.00-foot wide easement for ingress and egress and access to public utility and sanitary facilities over a portion of the land, as condemned in favor of the Ocean View School District of Orange County, California, under Final Order of Condemnation in Case No. 142009, a certified copy thereof being recorded October 21, 1966 in Book 8083, Page 89 of Official Records.

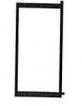
Note: "Such easement shall terminate automatically and plaintiff agrees to quitclaim said easement upon completion by said defendants or their successors in interest of reasonable alternative means of access to said Parcels 1 and 2, and said easement may be altered or relocated from time to time with the consent of all parties to said stipulations."

8. The effect of a map purporting to show the land and other property, filed in Book 92, Page 19 of Record of Surveys.

9. A document entitled "Certificate of Compliance No. CC 92-01" recorded September 2, 1992 as Instrument No. 92-589755 of Official Records.
10. The terms and provisions contained in the document entitled "Deed Restriction" recorded September 29, 1992 as Instrument No. 92-655418 of Official Records.
11. The terms and provisions contained in the document entitled "Sewer Service Agreement for Bolsa Chica" recorded October 1, 1993 as Instrument No. 93-0668416 of Official Records.
12. The terms and provisions contained in the document entitled "Bolsa Chica Development Agreement County of Orange" recorded May 2, 1995 as Instrument No. 95-0185354 of Official Records.
13. The terms and provisions contained in the document entitled "Memorandum of Fee Agreement" recorded July 18, 1996 as Instrument No. 19960365083 of Official Records.
14. The terms and provisions contained in the document entitled "Memorandum of Owners Fee Agreement" recorded July 18, 1996 as Instrument No. 19960365084 of Official Records.
15. The effect of a map purporting to show the land and other property, filed in Book 169, Page 25 of Record of Surveys.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

110-01

[illegible]

**POST ACTION**