



NO. 225517

# POLICY OF TITLE INSURANCE

ISSUED BY

## Title Insurance and Trust Company

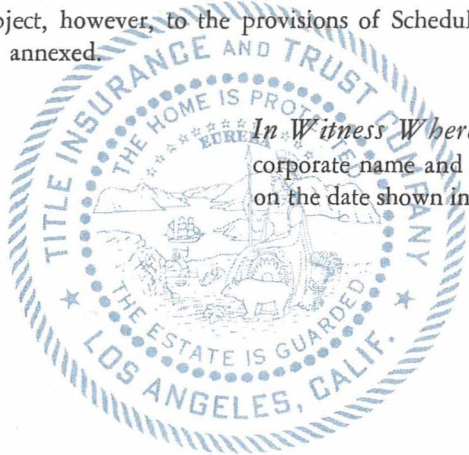
Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal 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.

JF



Title Insurance and Trust Company

by 

PRESIDENT

Copy of Policy

No additional liability assumed

Attest

SECRETARY

SCHEDULE A

Amount \$ **143,400.00** Effective Date **NOVEMBER 3, 1966  
AT 8 A. M.**

Premium \$ **487.00**

Policy No. **225517**

I N S U R E D

**STATE OF CALIFORNIA.**

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

**STATE OF CALIFORNIA.**

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is a fee, **AS TO PARCEL 1 AND AN EASEMENT AS TO PARCELS 2 AND 3.**

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.
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.

SCHEDULE B — (Continued)

PART II

1. GENERAL AND SPECIAL COUNTY TAXES FOR THE FISCAL YEAR 1966-67,  
A LIEN NOW PAYABLE.

2. A WAIVER IN FAVOR OF THE STATE OF CALIFORNIA OF ANY CLAIMS FOR  
DAMAGES TO SAID LAND BY REASON OF A HIGHWAY CONTIGUOUS THERETO,  
CONTAINED IN THE DEED

FROM : SESPE LAND AND WATER COMPANY  
REASON : LOCATION, CONSTRUCTION OR MAINTENANCE  
RECORDED : IN BOOK 507 PAGE 473 OFFICIAL RECORDS

SAID MATTER AFFECTS: PARCEL 2

3. THE RIGHTS, INTERESTS AND CLAIMS OF DEPARTMENT OF PUBLIC WORKS,  
DIVISION OF WATER RESOURCES AND OF DIVISION OF FISH AND GAMES,  
DEPARTMENT OF NATURAL RESOURCES, STATE OF CALIFORNIA, TO THE USE  
OF THE WATERS OF AN UNNAMED STREAM, AS DISCLOSED BY A LICENSE AGREE-  
MENT FILED MARCH 29, 1946 AS DOCUMENT NO. 7892.

4. AN EASEMENT AFFECTING ALL OF SAID LAND FOR THE PURPOSES STATED  
HEREIN AND INCIDENTAL PURPOSES,

IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY

FOR : POLE LINES

RECORDED : MARCH 8, 1950 IN BOOK 920 PAGE 229 OFFICIAL RECORDS

THE POLES OF SAID LINE SHALL BE LOCATED ON OTHER LAND.

5. A NONEXCLUSIVE EASEMENT TO USE THE CHANNEL OF THE SANTA CLARA  
RIVER WHERE SAID CHANNEL PASSES THROUGH SAID LAND FOR THE FLOW OF  
WATER RELEASED BY NORMAL OPERATION OF THE SAN FELICIA DAM, AS GRANTED  
TO UNITED WATER CONSERVATION DISTRICT BY DEED RECORDED DECEMBER 19,  
1960 AS DOCUMENT NO. 50342 IN BOOK 1941 PAGE 28 OF OFFICIAL RECORDS.

6. A NONEXCLUSIVE EASEMENT TO CONDUCT WATER IN AN EXISTING DITCH,  
TOGETHER WITH THE RIGHT TO USE EXISTING ROADWAYS AS GRANTED TO UNITED  
WATER CONSERVATION DISTRICT BY DEED RECORDED DECEMBER 19, 1960 AS  
DOCUMENT NO. 50342 IN BOOK 1941 PAGE 28 OF OFFICIAL RECORDS.



## SCHEDULE C

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

### PARCEL 1:

THAT PORTION OF THAT CERTAIN PARCEL MARKED "CIENEGA" ON THE MAP OF FILLMORE SUBDIVISION OF SESPE RANCHO, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 3 PAGE 5 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF SAID "CIENEGA", DISTANT ALONG SAID NORTHERLY LINE NORTH 89° 45' WEST 4309 FEET FROM THE NORTHEASTERLY CORNER OF SAID "CIENEGA"; THENCE SOUTH 8° 43' WEST 369.35 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY (SAUGUS BRANCH) RIGHT OF WAY, 100 FEET WIDE AND BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY LINE,

1ST: - NORTH 77° 26' WEST 180.36 FEET; THENCE,

2ND: - SOUTH 15° 58' WEST 400 FEET; THENCE,

3RD: - NORTH 77° 26' WEST 29.73 FEET; THENCE,

4TH: - SOUTH 15° 58' WEST 348.25 FEET; THENCE,

5TH: - SOUTH 70° 33' 08" EAST 1385.12 FEET; THENCE,

6TH: - NORTH 4° 02' EAST 923.14 FEET TO THE SOUTHERLY LINE OF SAID SOUTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY; THENCE ALONG SAID SOUTHERLY LINE,

7TH: - NORTH 77° 26' WEST 983.84 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL PUBLIC ROADS LYING WITHIN THE BOUNDARIES OF SAID LAND.

ALSO EXCEPT ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BUT NOT INCLUDING GRAVEL AND ROCK LYING IN AND UNDER SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE AND THAT PORTION OF THE SUBSURFACE OF SAID LAND LYING ABOVE A PLANE PARALLEL WITH AND 500 FEET BELOW THE PRESENT SURFACE OF SAID LAND.

### PARCEL 2:

A NONEXCLUSIVE EASEMENT, FOR ROAD PURPOSES, OVER THAT PORTION OF THAT CERTAIN PARCEL MARKED "CIENEGA" ON MAP OF FILLMORE SUBDIVISION OF SESPE RANCHO, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 3 PAGE 5 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 40 FEET IN WIDTH LYING WESTERLY OF AND ADJOINING

(CONTINUED)

THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID "CIENEGA" DISTANT ALONG SAID NORTHERLY LINE NORTH  $89^{\circ} 45'$  WEST 4309 FEET FROM THE NORTHEASTERLY CORNER OF SAID "CIENEGA"; THENCE,

1ST: - SOUTH  $8^{\circ} 43'$  WEST 269.13 FEET TO THE NORTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY (SAUGUS BRANCH) RIGHT OF WAY, 100 FEET WIDE.

THE WESTERLY LINE OF SAID 40-FOOT STRIP TO BE PROLONGED OR SHORTENED TO BEGIN IN SAID FIRST MENTIONED NORTHERLY LINE AND TERMINATE IN SAID LAST MENTIONED NORTHERLY LINE.

PARCEL 3:

A NONEXCLUSIVE EASEMENT, FOR TRANSPORTING, MOVING OR FLOWING WATER, TOGETHER WITH THE RIGHT OF CONSTRUCTING AND MAINTAINING A CHANNEL FOR SUCH PURPOSES, OVER THAT PORTION OF THAT CERTAIN PARCEL MARKED "CIENEGA" ON THE MAP OF FILLMORE SUBDIVISION OF SESPE RANCHO, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 3 PAGE 5 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF "CIENEGA", DISTANT ALONG SAID NORTHERLY LINE  $89^{\circ} 45'$  WEST 4309 FEET FROM THE NORTHEASTERLY CORNER OF SAID "CIENEGA"; THENCE SOUTH  $8^{\circ} 43'$  WEST 369.35 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY (SAUGUS BRANCH) RIGHT OF WAY, 100 FEET WIDE; THENCE ALONG SAID SOUTHERLY LINE NORTH  $77^{\circ} 26'$  WEST 180.36 FEET; THENCE SOUTH  $15^{\circ} 58'$  WEST 400 FEET; THENCE, NORTH  $77^{\circ} 26'$  WEST 29.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE,

1ST: - SOUTH  $59^{\circ} 03'$  WEST 260.44 FEET; THENCE,

2ND: - SOUTH  $40^{\circ} 12' 30''$  WEST 380 FEET; THENCE,

3RD: - SOUTH  $48^{\circ} 53' 30''$  WEST 895 FEET; THENCE AT RIGHT ANGLES,

4TH: - SOUTH  $41^{\circ} 06' 30''$  EAST 100 FEET; THENCE AT RIGHT ANGLES,

5TH: - NORTH  $48^{\circ} 53' 30''$  EAST 1354.95 FEET TO A LINE THAT BEARS SOUTH  $15^{\circ} 58'$  WEST FROM THE TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE,

6TH: - NORTH  $15^{\circ} 58'$  EAST 205 FEET TO THE TRUE POINT OF BEGINNING.

## CONDITIONS AND STIPULATIONS (Continued and Concluded From Reverse Side of Policy Face)

the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

### 7. PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) 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 all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of

an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

### 8. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

### 9. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights 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 and remedies in the proportion which said payment bears to the amount of said loss. If

loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

### 10. POLICY ENTIRE CONTRACT

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

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, an Assistant Secretary or other validating officer of the Company.

### 11. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, 433 South Spring Street, Los Angeles 54, California.

**12. THE PREMIUM SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.**



# Title Insurance and Trust Company

FOUNDED IN 1893