

Lawyers Title Company 3480 Vine Street Suite 100 Riverside, CA 92507 Phone: (951) 774-0825 Fax: ()

February 5, 2010

State of California Wildlife Conservation Board Attention: Terri Muzik 1807 13th Street, Ste. 103 Sacramento, CA 95811-7117

YOUR REF:

32797-M

OUR NO.:

69671324

Property:

Vacant Land, Orange, California

Dear Customer:

On behalf of Lawyers Title - IE, please find your CLTA Standard Owners Policy of title insurance.

<u>NOTE</u>: Your policy is a Computer Generated Product. Although lacking color and "live" signatures, it is the original of your policy.

Thank you for selecting Lawyers Title - IE for your transactional management needs.

Enclosure

STANDARD COVERAGE POLICY OF TITLE INSURANCE

Issued by Lawyers Title Insurance Corporation



SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, LAWYERS TITLE INSURANCE CORPORATION, a Nebraska 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;
- Unmarketability of the title;
- 4. Lack of right of access to and from the land; and in addition, as to an insured lender only
- 5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
- The priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority.
- 7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

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

IN WITNESS WHEREOF, LAWYERS TITLE INSURANCE CORPORATION has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

LAWYERS TITLE INSURANCE CORPORATION

SEAL STAN

Presiden

Attest

Secretary

Mallie Bombardie.

Countersignature

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees are expenses which arise by reason of:

- 1. (a) Any law, ordinance or governmental regulations (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any percel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5. invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.



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CLTA STANDARD OWNERS COVERAGE - 1990 POLICY OF TITLE INSURANCE Issued by Lawyers Title Insurance Corporation

SCHEDULE A

Amount of Insurance: \$1,773,050.00

File No.: 69671324

Premium: \$3,034.00 Endorsement Fee: \$None

Date of Policy: December 28, 2009 AT 2:11 PM

1. Name of Insured:

State of California

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

A FEE

3. The estate or interest referred to herein is at the Date of Policy vested in:

State of California

4. The land referred to in this policy is situated in the County of Orange, State of CALIFORNIA, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

File No.: 69671324

EXHIBIT "A"

PRO FORMA LEGAL DESCRIPTION:

All that certain real property situated in the County of Orange, State of California, described as follows:

Being a portion of the South half of Section 3, Township 6 South, Range 7 West, San Bernardino Base and Meridian, according to the Official Plat of said land filed in the District Land Office, September 30, 1882, described as follows:

Beginning at the southeast corner of said Section 3; thence northerly along the easterly line of said Section 3, North 00°00′12″ East 2,390.29 feet to the southeasterly corner of Parcel 4 of Parcel Map No. 83-102 in the Unincorporated Territory of the County of Orange, State of California as filed in Parcel Map Book 238, Pages 24 through 25 in the Office of the County Recorder of said County; thence westerly alone said southerly line of said Parcel 4, North 89° 40′22″ West 320.49 feet to an angle point in said southerly line; thence continuing along said bearing North 89°40′22″ West 585.98 feet to a point on a line parallel with the easterly line of said Section 3; thence South 00° 00′ 12″ West 2397.95 feet along said parallel line to a point on the southerly line of said Section 3, said southerly line shown on Tract No. 14749 in the unincorporated territory of the County of Orange, State of California as filed in Map Book 859, Pages 42 through 46 in the Office of the County Recorder of said County, said County, said southerly line also shown on Record of Survey as filed in Record of Survey Book 72, pages 27 through 28 in the Office of the County Recorder of said County; thence easterly along said southerly line North 89°50′36″ West 906.46 feet to the Point of Beginning.

The above described parcel contains approximately 49.82 acres more or less.

File No.: 69671324

SCHEDULE B EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) WHICH ARISE BY REASON OF:

PART I

- 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.
 - Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- Any facts, rights, interest or claims which are not shown by the public records but which could
 be ascertained by an inspection of the land or which may be asserted by persons in possession
 thereof.
- Easements, liens or encumbrances, or claims thereof, 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. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the Issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

END OF SCHEDULE B - PART I

File No.: 69671324

SCHEDULE B PART II

- Water rights, claims or title to water, whether or not shown by the public records.
- The privilege and right to extend over the herein described land drainage structures and excavation and embankment slopes beyond the limits of the above described strips of right of way where required for the construction and maintenance of said highway, as conveyed to the County of Orange In the last above Deed.
- 3. A waiver of any claims for damages to said land by reason of the location of a freeway or highway as contained in the last above mentioned Deed.

In Favor of:

County of Orange

4. Any boundary discrepancies, rights or claims which may exist or arise as disclosed by a Record of Survey

Recorded

In Book 72 Page 27 and 28 of Official Records

5. Any boundary discrepancies, rights or claims which may exist or arise as disclosed by a Record of Survey

Recorded

In Book 76 Page 1 of Official Records

END OF SCHEDULE B - PART II

Endorsements: NONE

