

RESOLUTION NO. SAORA-024

A RESOLUTION OF THE GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE ORANGE REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT REGARDING THE SUCCESSOR AGENCY'S SALE OF A PROPERTY TO REGENTS OF THE UNIVERSITY OF CALIFORNIA AND TAKING RELATED ACTIONS.

WHEREAS, pursuant to AB X1 26 (enacted in June 2011), and the California Supreme Court's decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, 53 Cal. 4th 231 (2011), the Orange Redevelopment Agency (the "Former Agency") was dissolved as of February 1, 2012, the Successor Agency to the Orange Redevelopment Agency (the "Successor Agency") was constituted, and the Oversight Board of the Successor Agency (the "Oversight Board") was established; and

WHEREAS, AB X1 26 added Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) to Division 24 of the California Health and Safety Code ("HSC") (such Parts 1.8 and 1.85, including amendments and supplements enacted after AB X1 26, being referred to herein as the "Dissolution Act"); and

WHEREAS, pursuant to the Dissolution Act, the Successor Agency is tasked with winding down the affairs of the Former Agency; and

WHEREAS, pursuant to Section 34175(b) of the California Health and Safety Code ("HSC"), all real properties of the Former Agency transferred to the control of the Successor Agency by operation of law; and

WHEREAS, on December 3, 2014, the Oversight Board adopted Resolution No. OB-0058, approving a long-range property management plan (the "LRPMP") which addresses the disposition of the real properties owned by the Successor Agency; and

WHEREAS, Resolution No. OB-0058 and the LRPMP were submitted to the State Department of Finance ("DOF") for review pursuant to HSC Sections 34179(h) and 34191.5(b); and

WHEREAS, State Department of Finance (the "DOF") issued an approval letter on December 10, 2015, indicating that the DOF has reviewed and approved the LRPMP; and

WHEREAS, the LRPMP, as approved by the DOF, contemplates the sale a property (the "Property") generally located on the north side of State College Boulevard, west of Anaheim Way in the City of Orange – identified in the LRPMP as Property No. 13 – to the Regents of the University of California (the "UC Regents") at its fair market value of \$440,000; and

WHEREAS, attached to this Resolution as Exhibit A is the form of a Purchase and Sale Agreement and Joint Escrow Instructions (the “Sale Agreement”), to be entered by and between the Successor Agency and the UC Regents regarding the sale of the Property; and

WHEREAS, according to DOF’s interpretation of the Dissolution Act, the sale of the Property to UC Regents pursuant to the Sale Agreement is subject to approval by the Oversight Board by resolution in addition to the Oversight Board’s and DOF’s approval of the LRPMP.

NOW, THEREFORE, the Governing Board of the Successor Agency to the Orange Redevelopment Agency does hereby find, determine, resolve, and order as follows:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Sale Agreement, in the form attached hereto as Exhibit A, and the sale of the Property pursuant to the terms of the Sale Agreement are hereby approved, subject to the proviso set forth in Section 4 below.

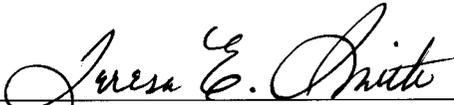
Section 3. The Oversight Board is hereby requested to approve the Successor Agency’s execution and delivery of the Sale Agreement and the sale of Property pursuant to the terms of the Sale Agreement. The Secretary of the Successor Agency is hereby directed to transmit this Resolution to the Oversight Board for consideration at the earliest possible date.

Section 4. Each of the Chair (or, in the Chair’s absence, the Vice Chair) and the Executive Director of the Successor Agency (together, the “Authorized Officers,” each being an “Authorized Officer”), acting individually, is hereby authorized, for and in the name and on behalf of the Successor Agency, execute and deliver the Sale Agreement in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve (such approval to be conclusively evidenced by the execution and delivery thereof).

Section 5. The officers of the Successor Agency, are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution and the Sale Agreement and complete the sale of the Property pursuant thereto.

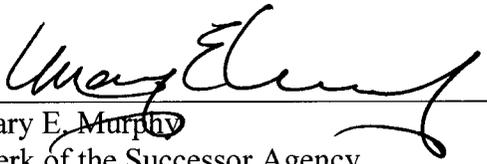
Section 6. This Resolution shall take effect immediately upon adoption.

ADOPTED this 12th day of July, 2016.



Teresa E. Smith
Chairperson of the Successor Agency

ATTEST:



Mary E. Murphy
Clerk of the Successor Agency

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, MARY E. MURPHY, do hereby certify that the foregoing Resolution was duly and regularly adopted by the Governing Board of the Successor Agency to the Orange Redevelopment Agency at a regular meeting thereof held on the 12th day of July, 2016, by the following vote:

AYES: BOARD MEMBERS: Alvarez, Whitaker, Smith, Murphy
NOES: BOARD MEMBERS: None
ABSENT: BOARD MEMBERS: Nichols
ABSTAIN: BOARD MEMBERS: None



Mary E. Murphy
Clerk of the Successor Agency

EXHIBIT A

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(see attached)

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is entered into as of August 28, 2016 (“Execution Date”) by and between the Successor Agency to the Orange Redevelopment Agency, a public body, corporate and politic (“Seller”) and the Regents of the University of California, a constitutional corporation under Article IX, Section 9 of the Constitution of the State of California, acting for and on behalf of its Irvine Campus, with administrative offices at 4199 Campus Drive, Suite 750 Irvine, California 92697-7475 (the “Purchaser”). Purchaser and Seller are sometimes individually referred to herein as “Party” and collectively as “Parties.” This Agreement shall be effective as of the date that: (i) it has been approved by the Seller’s governing body and Oversight Board; (ii) it has been approved by the Purchaser’s governing board or authorized representative and (iii) it has been signed by all Parties (“Effective Date”).

RECITALS

A. The Successor Agency is the successor-in-interest to the former Orange Redevelopment Agency (the “Agency”), a redevelopment agency that existed pursuant to the provisions of the California Community Redevelopment Law (California Health and Safety Code Section 33000 *et seq.*) (the “Redevelopment Law”), and had been authorized to transact business pursuant to action of the City Council of the City (as hereinafter defined); and

B. The Agency adopted an Amended and Restated Redevelopment Plan (the “Redevelopment Plan”) for an area within the City of Orange known as the Orange Merged and Amended Redevelopment Project Area (the “Project Area”), which Project Area was duly established by the City Council of the City on November 27, 2001 by Ordinance No. 21-01;

C. The Seller, as the Successor Agency is the owner in fee of the land described on Exhibit A (the “Property”). The lot size is approximately 0.675 acres and is generally located on the north side of State College Boulevard, west of Anaheim Way in the City of Orange, County of Orange, State of California;

D. The sale of the Property by Seller at its fair market value will provide funds for distribution to taxing entities under California Health and Safety Code Section 34188;

E. The Purchaser desires to use the Property to construct and operate the Property consistent with institutional development on its contiguous property;

F. The Seller desire to sell to Purchaser, and Purchaser desires to purchase the property from Seller in accordance with the terms and provision contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter contained, the parties hereby agree as follows:

TERMS

1. PURCHASE AND SALE.

1.1. As soon as permitted under this Agreement, the Seller agrees to sell, and the Purchaser agrees to purchase the Property from the Seller, upon the terms and conditions set forth herein. Seller agrees to promptly commence and diligently pursue obtaining approvals required for this Agreement from the Oversight Board for the Seller, as set forth in the introductory paragraph. Seller will immediately notify Purchaser in writing when they have received all the required approvals from the Oversight Board. Purchaser agrees to promptly commence due diligence and pursue obtaining approval of the purchase from its governing board or authorized individual.

1.2. Purchase Price. The total purchase price for the Property is **Four Hundred Forty Thousand and No/100 Dollars (\$440,000.00)** ("Purchase Price") and shall be paid to Seller by Purchaser through an escrow to be established by the Seller, on the Closing (as hereinafter defined).

1.3. Payment of Purchase Price. At Close of Escrow (defined below), Purchaser shall pay to Seller through escrow the Purchase Price, payable in cash, by cashier's check or certified check or by wire transfer.

1.4. Deposit. Within five (5) business days after the Effective Date, Purchaser will deposit in escrow with the Fidelity National Title Company ("Escrow Holder" and "Title Company"), Fifteen Thousand Dollars and No/100 (\$15,000.00) (the "Deposit"). Escrow Holder shall invest the Deposit as directed by Purchaser.

1.4.1. Interest on Deposit. The Deposit, together with all interest accrued thereon while held by Escrow Holder, are collectively referred to as the "**Deposit.**"

1.4.2. Application of Deposit. If Buyer does not terminate this Agreement prior to the Contingency Date, the Deposit will become non-refundable except as expressly provided herein. If the purchase and sale contemplated by this Agreement is consummated, the Deposit will be credited against the Purchase Price at Closing. If the purchase and sale of the Property is not consummated due to Buyer's default, Seller shall retain the Deposit as liquidated damages pursuant to Section 14.2; provided, that if the purchase and sale is not consummated because of a reason other than a default under this Agreement by the Buyer, then Seller shall return the Deposit to Buyer pursuant to Section 14.1.

1.5. Independent Consideration. Within five (5) business days after the Execution Date, Buyer shall deliver **One Hundred Dollars (\$100)** to Escrow Holder as independent consideration for Seller's performance under this Agreement ("**Independent Consideration**"), which shall be automatically credited to Seller. If the Closing occurs or if this Agreement is terminated for any reason, the Escrow Holder shall disburse to Seller the Independent Consideration. The Independent Consideration shall be nonrefundable under all circumstances, and shall not be applied to the Purchase Price at Closing. Buyer and Seller expressly acknowledge and agree that (a) the Independent Consideration, plus Buyer's agreement to pay certain costs provided in this Agreement, has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Due Diligence Period, and (b) such consideration is adequate for all purposes under any applicable law or judicial decision.

1.6. Balance of Purchase Price. Not later than one (1) business day prior to the Closing, or upon such earlier date as Escrow Holder may reasonably require in order to release the Purchase Price to Seller on the Closing Date, Purchaser shall deposit with Escrow Holder, by wire transfer of immediately available funds, the sum of the Purchase Price, plus such other sums required to pay Purchaser's share of the Closing Costs, prorations and reimbursement as set forth in Section 12, less the Deposit and any credits due to Purchaser.

2. ESCROW.

2.1. Opening of Escrow. Purchaser and Seller shall promptly cause the Opening of Escrow by delivering a fully-executed duplicate original of this Agreement to Escrow Holder. The Close of Escrow shall occur on the Closing Date. Purchaser and Seller shall execute and deliver to Escrow Holder any additional or supplementary instructions as may be necessary or convenient to implement the terms of this Agreement and close the transaction contemplated hereby.

2.2. Indemnification of Escrow Holder. If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Purchaser and Seller agree, jointly and severally, to hold Escrow Holder free and harmless from any loss or expense, including attorneys' fees, that may be suffered by it by reason thereof. In the event conflicting demands are made or notices served upon Escrow Holder with respect to this Agreement, the Purchaser and Seller expressly agree that Escrow Holder shall be entitled to file a suit in interpleader and obtain an order from the court requiring Purchaser and Seller to interplead and litigate their several claims and rights among themselves. Upon the filing of the action in interpleader, Escrow Holder shall be fully released and discharged from any obligations imposed upon it by this Agreement.

2.3. Non-liability of Escrow Holder. Escrow Holder shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure to comply with any of the provisions of any agreement, contract or other instrument filed with Escrow Holder or referred to herein. Escrow Holder's duties hereunder shall be limited to the safekeeping of such money, instruments or other documents received by it as Escrow Holder, and for their disposition in accordance with the terms of this Agreement. Notwithstanding the foregoing, if Escrow Holder is also acting as the Title Company under the terms of this Agreement, nothing in this Section 3 shall limit the liability of Escrow Holder under the Title Policy.

3. TITLE.

At the Close of Escrow, fee simple title to the Property shall be conveyed to Purchaser by Seller by the Grant Deed, subject only to the following matters (collectively, the "Permitted Exceptions"): (a) a lien for real property taxes (if any), not then delinquent; and (b) those certain Purchaser's approved exceptions to coverage set forth in those certain title reports issued by the Title Company, dated June 4, 2013, Order Number 997-23031961-TC1 and dated January 6, 2016, Order Number 997-23046891-C-KM5 ("PTR"), a copy of which the parties hereby acknowledge having received and reviewed.

If any new title or survey matters (*i.e.*, matters not shown on the PTR or the Survey) are disclosed by Title Company after the delivery of the PTR and Survey to Purchaser, and such new title or survey matter is not acceptable to Purchaser, Purchaser shall so notify Seller in writing within five (5) business days after receiving notice of such new matter, in which event such new matter will be deemed to be a “**Disapproved Matter.**” If Purchaser notifies Seller that such new matter is a Disapproved Matter, Seller shall notify Purchaser in writing, within five (5) business days after receiving Purchaser’s notice, whether Seller will remove such Disapproved Matter at or prior to Closing. Seller’s failure to deliver such notice to Purchaser within such five (5) business day period will be deemed an election by Seller to not remove such Disapproved Matter. If Seller elects (or is deemed to elect) not to remove such Disapproved Matter, Purchaser then shall elect, by giving written notice to Seller and Title Company no later than three (3) business days after such five (5) business day period, either (i) to terminate this Agreement by delivering written notice to Seller and Title Company terminating this Agreement, or (ii) to waive its disapproval of such Disapproved Matter (in which event such Disapproved Matter then will be deemed to be a Permitted Exception). Purchaser’s failure to deliver a termination notice prior to the date described in the preceding sentence will be deemed a waiver of its disapproval of such Disapproved Matter and such Disapproved Matter will be deemed a Permitted Exception.

Prior to Closing, Buyer may request that Title Company issue endorsements to the Title Policy (hereafter defined), and if and to the extent that Title Company agrees to issue any such title endorsements, such title endorsements will be included in the Title Policy. The foregoing matters will be at Buyer’s sole cost and expense. “**Title Policy**” means an ALTA extended coverage owner’s policy issued by Title Company as of the Closing Date, with liability in the amount of the Purchase Price, subject only to the Permitted Exceptions, without exception for mechanic’s liens or survey matters, except as shown on the Survey, with such endorsements as agreed to by Purchaser.

4. **CONDITIONS.**

4.1. Purchaser’s Conditions Precedent to Closing. The following shall be conditions precedent to Purchaser’s obligation to consummate the purchase and sale transaction contemplated herein (the “Purchaser’s Conditions Precedent”):

4.1.1. Seller has duly performed each and every duty it has agreed to perform hereunder, and Seller's representations, warranties and covenants set forth in this Agreement shall be true and correct as of the Closing.

4.1.2. Seller has timely delivered to the Escrow Holder for disbursement as provided herein the items described in Section 8, below.

4.1.3. Title Company shall have issued, or shall have committed to issue, at the Closing, a ALTA Owner’s Policy of Title Insurance with regional exceptions (the “Title Policy”) with coverage equal to the Purchase Price, showing fee title vested in Purchaser, subject only to the Permitted Exceptions.

4.1.4. As of the Close of Escrow, Seller shall not be in default of any of the terms and provisions of this Agreement.

4.1.5. Purchaser's determination that the purchase of the Property complies with the California Environmental Quality Act.

The conditions set forth in this Section 4.1 are solely for the benefit of Purchaser and may be waived only by Purchaser. Purchaser shall at all times have the right to waive any condition. Such waiver or waivers shall be in writing to Seller. In the event that the conditions are not satisfied or waived by the Purchaser, in writing, on or before the Closing, both parties shall be released from any liabilities or obligations under this Agreement, this Agreement shall be deemed null and void, Escrow shall be cancelled.

4.2 Seller's Conditions Precedent to Closing. The following shall be conditions precedent to Seller's obligation to consummate the purchase and sale transaction contemplated herein (the "Seller's Conditions Precedent"):

4.2.1 On or before the Closing, Purchaser shall have delivered to Escrow Holder sums as are necessary to satisfy Purchaser's obligations hereunder, and the documents and materials described in Section 9, below.

4.2.2 As of the Close of Escrow, Purchaser shall not be in default of any of the terms and provisions of this Agreement.

4.2.3 Provided that the Purchaser is not in default under this Agreement and all conditions precedent to such conveyance have occurred, conveyance to the Purchaser of title to the Property shall be completed concurrently with the close of the Escrow and on or prior to the Closing Date specified in Section 11 of this Agreement.

The conditions set forth in this Section 4.2 are solely for the benefit of Seller and may be waived only by Seller. Seller shall at all times have the right to waive any condition. Such waiver or waivers shall be in writing to Purchaser. In the event that the conditions are not satisfied or waived by the Seller, in writing, on or before the Closing, both parties shall be released from any liabilities or obligations under this Agreement, this Agreement shall be deemed null and void, and Escrow shall be cancelled.

4.3 Failure of Conditions to Close of Escrow. In the event any of the conditions set forth in Sections 4.1 and 4.2 above, are not timely satisfied or waived, for any reason other than the default of Purchaser or Seller under this Agreement:

4.3.1 This Agreement, the Escrow and the rights and obligations of Purchaser and Seller shall terminate; and

4.3.2 In such event, Seller, Purchaser and Escrow Holder shall promptly return all documents and funds (if any) which are held by them on the date of said termination to the party who delivered or deposited them hereunder (reduced by, in the case of the party otherwise entitled to such funds, the amount of any cancellation fees required to be paid by such party under Section 4.4 below).

4.4 Cancellation Fees and Expenses. In the event Escrow terminates because of the notice or failure to satisfy any condition for a reason other than the default of Purchaser or Seller under this Agreement, the cancellation charges required to be paid by and to Escrow Holder and the Title Company shall be borne by the responsible party. In the event Escrow terminates because of the default of Purchaser or of Seller, the defaulting party shall be responsible for all cancellation charges required to be paid by and to Escrow Holder and Title Company.

5. **SELLER AND PURCHASER REPRESENTATIONS AND WARRANTIES.**

5.1. Representations and Warranties. The representations and warranties set forth herein shall survive the Close of Escrow.

5.2. Representations and Warranties of Seller. Seller represents and warrants to Purchaser as follows:

5.2.1. Authority. Seller has full right, power and lawful authority to enter into this Agreement, to grant, sell and convey the Property to Purchaser as provided herein, and to consummate the transactions contemplated hereby.

5.2.2. Condition of Property. The Property is being sold on an “AS IS, WHERE IS” basis in its existing physical condition.

5.2.3. Seller’s Ongoing Representations and Warranties. Until the Close of Escrow, Seller shall, upon learning of any fact or condition, which would cause any of the warranties and representations in this Section not to be true as of the Closing, promptly give written notice of such fact or condition to Purchaser. Such exception to a representation shall not be deemed a breach by Seller hereunder, but shall constitute an exception which Purchaser shall have a right to approve or disapprove if such exception would have an effect on the value and/or operation of the Property. If Purchaser elects to close Escrow following disclosure of such information, Seller’s representations and warranties contained herein shall be deemed to have been made as of the Close of Escrow, subject to such exception(s). If, following the disclosure of such information, Purchaser elects to not close Escrow, then this Agreement and the Escrow shall automatically terminate, and neither party shall have any further rights, obligations or liabilities hereunder.

5.2.4. Environmental Impacts. Purchaser’s development of the adjacent parking lot, comprising 6.2 acres, was analyzed in a tiered initial study/mitigated negative declaration (“IS/MND”) (SCH # 2014041104). Purchaser has prepared an addendum to the IS/MND, demonstrating that all possible environmental impacts of expanding the parking lot onto the Property have already been adequately analyzed and mitigated in the IS/MND, and circumstances have not changed and no new information has arisen such that Purchaser would need to undertake further analysis pursuant to the California Environmental Quality Act (Public Resources Code section 21000 *et seq.*) of the impacts of Purchaser’s proposed use of the Property.

5.2.5. Lawsuits and Claims. There are no pending actions, lawsuits, claims or judicial or administrative proceedings affecting all or any portion of the Property or in which Seller is or will be a party by reason of Seller's ownership of the Property. To the best of Seller's knowledge, there are no threatened or contemplated actions, lawsuits, claims or proceedings, nor the existence of any facts, which might give rise to such actions, lawsuits, claims or proceedings.

5.2.6. Violation of Laws. Seller has received no notice from any city, county, state or other government authority of any violation of any statute, ordinance, regulation, or administrative or judicial order or holding, whether or not appearing in public records, with respect to the Property, which violation has not been corrected.

5.2.7. Notice of Defects. Seller has received no written notice from any city, county, state or other government authority (A) of any order or directive requiring any material work of repair, maintenance or improvement be performed on the Property, or (B) relating to any condemnation proceeding.

5.2.8. Environmental Laws. The Property is not in (A) violation of any federal, state and local laws, ordinances and regulations applicable to the Property with respect to hazardous or toxic substances or industrial hygiene (collectively, "**Environmental Laws**"), which violation has not been corrected, and (B) no past or current tenants of all or any portion of the Property have owned, used, generated, manufactured, stored, handled, released or disposed of any hazardous or toxic substances on the Property in violation of applicable Environmental Laws.

5.2.9. Leases or service contracts. There are no leases, occupancy agreements or service contracts which will affect the Property following the Closing.

5.2.10. Title to the Property. Seller has no knowledge of any unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by anyone other than Seller. Seller has no knowledge that anyone will, at the closing, have any right to possession of the Property, except as disclosed by this agreement, or otherwise in writing to Buyer prior to the Contingency Date.

5.3. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as follows:

5.3.1. Physical Condition. The Property is being purchased "AS IS, WHERE IS" in its existing physical condition subject to review and approval of all conditions affecting the property. The Seller will deliver the property to the Purchaser in the same condition as the time of the execution of this agreement and remove any materials that may be added to the property by individuals or entity during that same period.

5.3.2. No Representation. No representation has been made to Purchaser by Seller or any other person concerning the Property or the condition thereof. In ascertaining the condition of the Property, the Purchaser is relying solely and exclusively on its own investigation of the Property. Purchaser's investigation shall be completed to the Purchaser's satisfaction prior to the Close of Escrow.

6. INDEMNIFICATION.

6.1. Seller hereby agrees to indemnify, defend and hold Purchaser harmless from and against any and all losses, damages, costs and expenses, including reasonable legal fees and disbursements incurred by Purchaser as a result of a breach of Seller's representations, warranties and/or covenants in this Agreement; provided, however, nothing contained herein shall obligate Seller with respect to, or negate or modify any liability of Purchaser for a breach of, Purchaser's representations, warranties and/or covenants in this Agreement.

6.2. Purchaser hereby agrees to indemnify, defend and hold Seller harmless from and against any and all losses, damages, costs and expenses, including reasonable legal fees and disbursements incurred by Seller as a result of a breach of Purchaser's representations, warranties and/or covenants in this Agreement; provided, however, nothing contained herein shall obligate Purchaser with respect to, or negate or modify any liability of Seller for a breach of, Seller's representations, warranties and/or covenants in this Agreement.

7. BROKERS

Purchaser and Seller each represents to the other that no brokers have been involved in this transaction. Purchaser and Seller agree to indemnify one another against any other claims, suits, damages and costs incurred or resulting from the claim of any person. The provisions of this Section 7 shall survive the Closing or any termination of this Agreement.

8. SELLER'S CLOSING DELIVERIES

At least one (1) business day prior to Closing, Seller shall deliver or cause to be delivered to the Escrow Holder the following:

8.1. A grant deed executed by Seller, in recordable form, conveying fee title in the Property to Purchaser (the "Grant Deed"). The form of the Grant Deed is attached hereto as Exhibit C.

8.2. Any other documents, instruments or agreements reasonably necessary or reasonably required by Purchaser, the Title Company or Escrow Holder to effectuate the transaction contemplated by this Agreement.

9. PURCHASER'S CLOSING DELIVERIES

At least one (1) business day prior to Closing, Purchaser shall deliver or cause to be delivered to the Escrow Holder the following:

9.1. Any other documents, instruments or agreements reasonably necessary or reasonably required by Seller, the Title Company or Escrow Holder to effectuate the transaction contemplated by this Agreement.

10. DUE DILIGENCE.

Purchaser shall have until 5:00 p.m. on Friday, September 2, 2016 to perform its due diligence with respect to any environmental or other inspection of the Property that Purchaser, in its sole and absolute cost and discretion, may choose to undertake (the “due diligence period”). Seller shall have the right to accompany Purchaser’s inspector(s) during any such inspections. In the event that Purchaser discovers the presence of Hazardous Materials (as hereinafter defined) under or upon the Property during the due diligence period, any remediation the Purchaser’s chooses to perform shall be the sole responsibility of Purchaser, at its sole cost and expense, with the understanding that remediation will not be performed until after Escrow has closed. Purchaser further retains its right to terminate this Agreement if its inspections are not acceptable. For purposes of this Section, the following terms have the meanings herein specified:

10.1. “Hazardous Materials” means (i) any chemical, material or substance defined as or included in the definition of “hazardous substance”, “hazardous waste”, “restricted hazardous waste”, “infectious waste”, “toxic substance”, or any other formulations intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity or other words of similar import under any applicable Environmental Law or publications promulgated pursuant thereto, (ii) any oil, petroleum or petroleum derived substance, (iii) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources, (iv) any radioactive materials, (v) asbestos in any form which is or could become friable, (vi) urea formaldehyde foam insulation, (vii) polychlorinated biphenyls, (viii) pesticides, or (ix) any other chemicals, material or substance, for which the generation, manufacture, use, storage, transportation, treatment, disposal or exposure to is prohibited, limited or regulated by any governmental authority or Environmental Law, or which is reasonably likely to pose a hazard to the health and safety of the owners, occupants or any other persons in the vicinity of the Property.

10.2. “Environmental Law” means all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies or decrees and the like relating to (i) environmental matters, including, but not limited to, those relating to fines, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the Release or threatened Release of Hazardous Materials, (ii) the manufacture, import, generation, use, handling, storage, transportation, treatment, processing, release or disposal of substances or wastes deemed Hazardous Materials, or (iii) occupational safety and health, industrial hygiene, land use or the protection of human, plant or animal, health or welfare, in any manner applicable to Purchaser or the Property, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), the Hazardous Material Transportation Act (49 U.S.C. Section 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), the Clean Air Act (42 U.S.C. Section 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), the Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.), the Federal Insecticide, Fungicide, Rodenticide Act (7 U. S.C. Section 136 et seq.), the Atomic Energy Act of 1954 (42 U.S.C. Sec. 2011 et seq.), and the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Section 11001 et seq.), each as amended or supplemented from time to time, and any analogous present or future local, state or federal statutes and regulations, and all rules and regulations promulgated under each of the foregoing, each as in effect as of the date of

determination.

11. CLOSING.

The purchase and sale contemplated herein shall close (the "Closing" or "Close of Escrow") no more than ten (10) days after approval by the Oversight Board and City Council approvals as long as this event is ten (10) days after the due diligence period herein defined. However, the parties hereby acknowledge that they expect the transaction contemplated in this Agreement to be consummated, if all conditions stated herein have been satisfied, by no later than Friday, September 9, 2016, unless otherwise agreed to in writing by the parties. As used herein, the term "Closing" means the date and time the Grant Deed is recorded in the Official Records of Orange County, California and all other escrow instructions have been fully performed. After that date and time (unless the Closing has been previously extended by written notice signed by both Purchaser and Seller and delivered to Escrow Holder) either Purchaser (if not in breach) or Seller (if not in breach) may terminate this Agreement in accordance with the terms of Section 4 and demand the return of all documents and funds deposited by it, respectively, into Escrow by delivering written notice of such termination and demand to the other party and Escrow Holder, and upon Escrow Holder's being reimbursed by the notifying of each party for their share of the Escrow fees and charges, Escrow Holder shall comply with said notice and demand and terminate the Escrow pursuant to the provisions of Section 4.3.

11.1. The Escrow Holder is authorized to:

11.1.1. Pay, and charge the Seller and the Purchaser, respectively, for any fees, charges and costs payable under this Section 12. Before such payments or charges are made, the Escrow Holder shall notify the Seller and the Purchaser of the fees, charges and costs necessary to clear title and close the Escrow.

11.1.2. Disburse funds and deliver deeds and/or other documents to the parties entitled thereto when the conditions of this Escrow have been fulfilled by the Seller and the Purchaser.

11.1.3. Record in the Official Records any recordable instruments delivered through this Escrow.

11.1.4. Report all information required pursuant to Internal Revenue Service Code Section 6045(a) regarding the disposition of the Property to the Purchaser and provide copies of all such reports to all parties hereto.

11.1.5. Take action in the event of delays in closing this Escrow. If this Escrow is not in condition to close on or before the time for the Conveyance established in Section 4, then either party hereto who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, demand from the Escrow Holder the return of its money, papers or documents deposited with the Escrow Holder. No demand for return shall be recognized until 10 days after the Escrow Holder shall have mailed copies of such demand to the other party hereto or parties hereto at the address of its or their principal place or places of business. Objections, if any, shall be raised by written notice to the Escrow Holder and to the other party

hereto within the 10-day period, in which event the Escrow Holder is authorized to hold all money, papers and documents with respect to the Property until instructed by a mutual agreement of the parties hereto or by a court of competent jurisdiction. If no such demands are made, then the Escrow shall be closed as soon as possible. The Escrow Holder shall not be obligated to return any such money, papers or documents except upon the written instructions of both the Seller and the Purchaser or until the party hereto entitled thereto has been determined by a final decision of a court of competent jurisdiction.

11.1.6. Act in accordance with properly executed amendments to these escrow instructions. Any amendment to joint escrow instructions shall be in writing and signed by both the Seller and the Purchaser. At the time of any amendment, the Escrow Holder shall agree to carry out its duties as the Escrow Holder under such amendment.

11.1.7. Communicate with the parties hereto. All communications from the Escrow Holder to the Successor Agency or the Purchaser shall be directed to the addresses and in the manner established in Section 14.3 for notices, demands and communications between the Seller and the Purchaser.

11.2. Provided Purchaser and Seller have deposited into the Escrow the matters required by this Agreement and Title Company can and will issue the Title Policy concurrently with the Closing, the Escrow Holder shall:

11.2.1. Deliver to Purchaser the Grant Deed by causing it to be recorded in the Official Records of the Office of the County Recorder of Orange County, California.

11.2.2. Deliver to Seller the Purchase Price.

11.2.3. Deliver the Title Policy issued by Title Company to Purchaser.

12. CLOSING COSTS.

12.1. Upon or prior to the close of Escrow, the Purchaser shall pay in escrow to the Escrow Holder the following fees, charges and costs promptly after the Escrow Holder has notified the Developer of the amount of such fees, charges and costs, but not earlier than ten (10) Business Days prior to the scheduled date for the Conveyance:

12.1.1. ½ of the Escrow fee;

12.1.2. The cashier's check or wire money transfer in the amount of the Purchase Price;

12.1.3. Purchaser shall pay for all costs incurred for its inspection of the Property and due diligence.

12.1.4. Purchaser shall also pay the cost of the Title Policy and the cost of all additional title endorsements requested by Purchaser; and

12.1.5. *Ad valorem* taxes and assessments, if any, upon the Property for any time after transfer of title.

12.2. Upon or prior to the close of Escrow, the Seller shall be responsible for (and to the extent funds are not available for such purposes out of the funds paid into Escrow by the Purchaser, including the Purchase Price, shall pay in escrow to the Escrow Holder) the following fees, charges and costs, with any payment to be made promptly after the Escrow Holder has notified the Successor Agency of the amount of such fees, charges and costs, but not earlier than 10 days prior to the scheduled date for the Conveyance:

12.2.1. ½ of the Escrow fee;

12.2.2. Any documentary transfer taxes due in connection with the recordation of the Deed; provided, however, if a documentary transfer tax is not payable because of the Buyer's exemption from such tax, then Buyer shall receive from Seller a credit against the Purchase Price for that amount; (iv) the fee for recording the Deed

12.2.3. Any State, County or City documentary stamps;

12.2.4. Recording fees;

12.2.5. Notary fees;

12.2.6. *Ad valorem* taxes and assessments, if any, upon the Property for any time prior to transfer of title; and

12.2.7. A portion of the cost of the appraisal report prepared by Larry W. Heglar & Associates in the amount of Two Thousand Two Hundred Fifty Dollars and 00/100 (\$2,250.00). This shall be in the form of a fee credit as the Purchaser has paid the full amount in advance.

12.3. Purchaser and Seller shall each pay their own respective legal and professional fees and fees of other consultants incurred by Purchaser and Seller, respectively.

13. OBLIGATION TO REFRAIN FROM DISCRIMINATION.

There shall be no discrimination against or segregation of any person, or groups of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, and the Purchaser itself (or any person claiming under or through it) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub-lessees or vendees of the Property.

The Purchaser shall refrain from restricting the rental, sale or lease of the Property, or any

portion thereof, on the basis of sex, marital status, race, color, religion, creed, ancestry or national origin of any person. All such deeds, leases or contracts to which Purchaser (or its successors or assigns) is a party shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

In deeds: "The grantee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

In leases: "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of sex, marital status, race, color, religion, creed, national origin or ancestry, in the leasing, subleasing, transferring, use or enjoyment of the land herein leased nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the land herein leased."

In contracts: "There shall be no discrimination against or segregation of any person, or group of persons on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub-lessees or vendees of the land."

The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on the Purchaser and any successor in interest to the Property, or any part thereof, for the benefit and in favor of the Agency and the City of Orange, a municipal corporation ("City"), their respective successors and assigns. The City and the Agency shall be co-beneficiaries of the covenants contained in this Paragraph 13 (collectively, the "Covenants"), but either the City or the Agency shall have the right from time-to-time, in its sole discretion, to assign to the other all

of its rights and obligations (including monitoring and enforcement) regarding such Covenants. The Covenants shall remain in perpetuity.

14. DEFAULT.

14.1 SELLER DEFAULT. If Seller defaults in its obligations under this Agreement, Seller shall return the Deposit to Buyer and Buyer will have all remedies available at law and in equity.

14.2 LIQUIDATED DAMAGES.

14.2.1. IF BUYER DEFAULTS IN ITS OBLIGATION TO CLOSE THE PURCHASE OF THE PROPERTY ON THE CLOSING DATE, SELLER HAS THE RIGHT TO RETAIN THE DEPOSIT AS FULL, AGREED AND LIQUIDATED DAMAGES, AND SELLER'S RETENTION OF THE DEPOSIT IS SELLER'S SOLE REMEDY WITH RESPECT TO SUCH BUYER DEFAULT.

14.2.2. THE PARTIES HERETO EXPRESSLY AGREE AND ACKNOWLEDGE THAT IN THE EVENT OF A DEFAULT BY BUYER IN ITS OBLIGATION TO CLOSE THE PURCHASE OF THE PROPERTY ON THE CLOSING DATE, SELLER'S ACTUAL DAMAGES WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, THAT THE AMOUNT OF THE DEPOSIT REPRESENTS THE PARTIES' REASONABLE ESTIMATE OF SUCH DAMAGES, AND THAT SUCH AMOUNT IS NOT UNREASONABLE UNDER THE CIRCUMSTANCES EXISTING AT THE TIME THIS AGREEMENT WAS MADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (1) SELLER WILL INCUR ADMINISTRATIVE COSTS IN THE NEGOTIATION AND REVIEW OF THIS AGREEMENT AND OTHER DOCUMENTS RELATING TO THIS TRANSACTION, AND WILL INCUR DAMAGES BY WITHDRAWING THE PROPERTY FROM THE OPEN MARKET; (2) CERTAIN COSTS AND OTHER DAMAGES IN AN AMOUNT SUBSTANTIALLY IN EXCESS OF THE DEPOSIT MAY BE INCURRED BY SELLER IF THE SALE OF THE PROPERTY CONTEMPLATED HEREBY IS NOT COMPLETED; AND (3) SELLER IS ENTERING INTO THIS AGREEMENT WITH BUYER IN RELIANCE UPON BUYER'S COMMITMENT TO PURCHASE THE PROPERTY FROM SELLER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 14.2, THIS LIQUIDATED DAMAGES PROVISION IS NOT INTENDED AND SHALL NOT BE DEEMED OR CONSTRUED TO LIMIT IN ANY WAY BUYER'S INDEMNITY, RESTORATION OR CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT.

SELLER'S INITIALS: *JEA* BUYER'S INITIALS: *EB*

14.3 SURVIVAL. Subject to the limitations and other provisions of this Agreement, Seller's representations and warranties contained in this Agreement or any of Seller's Closing Documents will survive the Closing.

15. GENERAL PROVISIONS.

15.1. Entire Agreement, Waiver and Modification. This Agreement is the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

15.2. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

15.3. Time of Essence. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.

15.4. Notices. Any communication, notice or demand of any kind whatsoever that either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by email (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

Seller: Successor Agency to the Orange Redevelopment Agency
300 East Chapman Avenue
Orange, California 92866
Attention: Rick Otto, Executive Director
Telephone: 714- 744-2222
Facsimile: 714-544-5147
Email: rotto@cityoforange.org

With a copy to: Office of City Attorney
300 East Chapman Avenue
Orange, California 92866
Attention: Wayne W. Winthers, City Attorney
Telephone: 714-744-5580
Facsimile: 714-538-7157
Email: wwinthers@cityoforange.org

Purchaser: The Regents of University of California
Administrative Offices - Irvine Campus
4199 Campus Drive, Suite 380
Irvine, California 92697
Attention: Ron Hooven, Director
Telephone: 949-824-7002
Email: rmhooven@uci.edu

With a copy to: Real Estate Services Group
University of California
Office of the President
1111 Franklin Street, 6th Floor
Oakland, California 94607
Attention: Eric Schueler
Telephone: 510-987-9318
Email: Eric.Schueler@ucop.edu

Title Company: Fidelity National Title Corporation
1300 Dove Street, Suite 310
Newport Beach, CA 92660
Attention: Trent Cornell
Telephone: (949) 622-5000
Facsimile: (949) 477-6813
Email: matc@fnf.com

Either party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, one (1) day after the date of confirmed dispatch, if by facsimile, or three (3) days after being placed in the U.S. mail, if mailed.

15.5. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement.

15.6. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. The parties consent to the jurisdiction of the California courts with venue in Orange County.

15.7. Attorneys' Fees. In the event any dispute between the parties with respect to this Agreement results in litigation or other proceeding, the prevailing party shall be reimbursed by the party not prevailing in such proceeding for all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and experts' fees and costs incurred by the prevailing party in connection with such litigation or other proceeding and any appeal thereof.

15.8. Assignment. This Agreement shall be binding upon and shall inure to the benefit of Purchaser and Seller and their respective personal representatives and successors. Purchaser and Seller shall not have the right to assign this Agreement or any interest or right under this Agreement or under the Escrow without the express written consent of the other party.

15.9. Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day Escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term “holiday” shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code.

15.10. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

15.11. Cooperation. Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

15.12. Authority. Each individual and entity executing this Agreement hereby represents and warrants that they have the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf they are executing this Agreement to the terms hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, all as of the date first above written.

"SUCCESSOR AGENCY"

SUCCESSOR AGENCY TO THE ORANGE REDEVELOPMENT AGENCY, a public body, corporate and politic

By: Teresa E. Smith
Teresa E. Smith
Chairperson

APPROVED AS TO FORM:

ATTEST:

Wayne W. Winthers
Wayne W. Winthers
General Counsel

Mary E. Murphy
Mary E. Murphy
Agency Clerk

"THE REGENTS"

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a constitutional corporation

By: Eric R. Schueler
Name: Eric R. Schueler
Its: Senior Real Estate Office

By: _____
Name: _____
Its: _____

OVERSIGHT BOARD APPROVAL

The Oversight Board of the Successor Agency to the Orange Redevelopment Agency hereby approves the request by the Successor Agency to enter into this Agreement.

OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE ORANGE REDEVELOPMENT AGENCY, a public body, corporate and politic

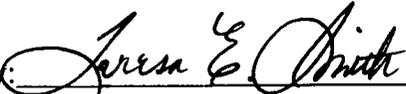
By: 
Name: Teresa E. Smith
Its: Chairperson
Date: 8/24/16

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

[Behind this sheet.]

EXHIBIT "A"

PARCEL "A"

THE PORTION OF LOT 50, AND HOLLISTER STREET, FORMERLY CYPRESS STREET AS SHOWN ON THE MAP OF TRACT NO. 984, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31, PAGES 46 AND 47 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; TOGETHER WITH THAT PORTION OF LOT 1 OF TRACT NO. 71, AS PER MAP RECORDED IN BOOK 10, PAGE 22 OF MISCELLANEOUS MAPS, IN THE OFFICE OF SAID COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF PARCEL 5, OF PARCEL MAP 88-442, PER MAP FILED IN BOOK 295, PAGES 15-22 OF PARCEL MAPS, RECORDS OF SAID COUNTY, SAID POINT ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF LOT 50, OF SAID TRACT NO. 984; THENCE SOUTH $34^{\circ} 41' 52''$ WEST, ALONG THE EASTERLY LINE OF SAID PARCEL 5, SAID LINE BEING ANNOTATED WITH "ESTABLISHED AS SE'LY LINE OF 11328/1880, O.R.", ON SAID MAP, A DISTANCE OF 140.01 FEET TO AN ANGLE POINT, THENCE SOUTH $50^{\circ} 03' 56''$ WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 30.00 FEET TO AN ANGLE POINT, THENCE SOUTH $39^{\circ} 56' 04''$ EAST, A DISTANCE OF 16.88 FEET TO AN ANGLE POINT; THENCE SOUTH $50^{\circ} 03' 56''$ WEST, A DISTANCE OF 25.27 FEET TO THE SOUTHEASTERLY MOST CORNER OF SAID PARCEL 5, ALSO BEING A POINT ON THE LAND DESCRIBED AS PARCEL 200290-1 IN DEED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 19, 1997 AS INSTRUMENT NO. 19970588679, OFFICIAL RECORDS, ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 458.00 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH $39^{\circ} 53' 59''$ EAST; THENCE ALONG THE LINES OF SAID PARCEL 200290-1 AS FOLLOWS, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $11^{\circ} 15' 41''$, AN ARC LENGTH OF 89.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 57.00 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH $21^{\circ} 05' 03''$ EAST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $31^{\circ} 15' 40''$, AN ARC LENGTH OF 31.10 FEET TO A POINT OF NON-TANGENCY, A RADIAL BEARING TO SAID POINT BEARS SOUTH $10^{\circ} 10' 37''$ WEST, THENCE NORTH $54^{\circ} 49' 42''$ EAST, A DISTANCE OF 49.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 57.00 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH $61^{\circ} 03' 51''$ WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $12^{\circ} 32' 41''$, AN ARC LENGTH OF 12.48 FEET TO A POINT OF TANGENCY; THENCE NORTH $18^{\circ} 23' 28''$ EAST, A DISTANCE OF 100.55 FEET MORE OR LESS TO AN ANGLE POINT AND A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 50; THENCE NORTH $39^{\circ} 56' 04''$ WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 104.60 FEET TO THE POINT OF BEGINNING.

Containing 21843.75 S.F. All as shown on Exhibit "B" and by this reference made a part hereof.

EXHIBIT "A"

PARCEL "B"

THE PORTION OF LOT 52 AND LOT 53 OF TRACT NO. 964, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31, PAGES 46 AND 47 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF PARCEL 5, OF PARCEL MAP 88-442, PER MAP FILED IN BOOK 295, PAGES 15-22 OF PARCEL MAPS, RECORDS OF SAID COUNTY, SAID POINT ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF LOT 50, OF SAID TRACT NO. 964; THENCE NORTH 39° 56' 04" WEST, ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 9.93 FEET TO AN ANGLE POINT AND THE WESTERLY CORNER OF SAID LOT 52, SAID POINT BEING ALSO THE SOUTHERLY CORNER OF PARCEL 6 OF SAID PARCEL MAP 88-442; THENCE NORTH 50° 03' 56" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 6, A DISTANCE OF 74.29 FEET TO AN ANGLE POINT; THENCE NORTH 29° 58' 13" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL 6, A DISTANCE OF 12.92 FEET TO AN ANGLE POINT; THENCE SOUTH 58° 01' 21" EAST, A DISTANCE OF 19.04 FEET TO AN ANGLE POINT; THENCE SOUTH 28° 45' 31" EAST, A DISTANCE OF 41.74 FEET TO AN ANGLE POINT; THENCE SOUTH 6° 09' 07" WEST, A DISTANCE OF 17.77 FEET TO AN ANGLE POINT AND THE NORTHEASTERLY TERMINUS OF COURSE 8, IN PARCEL "E" OF PARCEL 200290-1 IN DEED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 19, 1997 AS INSTRUMENT NO. 19970588679, OFFICIAL RECORDS; THENCE SOUTH 16° 23' 28" WEST, ALONG THE LINE OF SAID COURSE 8, A DISTANCE OF 85.85 FEET, MORE OR LESS, TO AN ANGLE POINT AND A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 50; THENCE NORTH 39° 56' 04" WEST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 104.60 FEET TO THE POINT OF BEGINNING.

Containing 7535.87 S.F. All as shown on Exhibit "B" and by this reference made a part hereof.

Prepared By:




Jens Thielmann, R.C.E. 25742
My Lic. Exp. 12/31/09

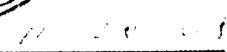

Date

EXHIBIT "B"

MAP DEPICTING THE PROPERTY

[Behind this sheet.]

EXHIBIT "B"

LINE TABLE

NO.	BEARING	DISTANCE
L1	N 50°03'56" E	30.00'
L2	N 39°56'04" W	16.88'
L3	N 50°03'56" E	25.27'
L4	N 54°49'42" E	49.78'
L5	N 39°56'04" W	104.60'
L6	N 39°56'04" W	9.93'
L7	N 29°58'13" E	12.92'
L8	N 58°01'21" W	19.04'
L9	N 28°45'31" W	41.74'

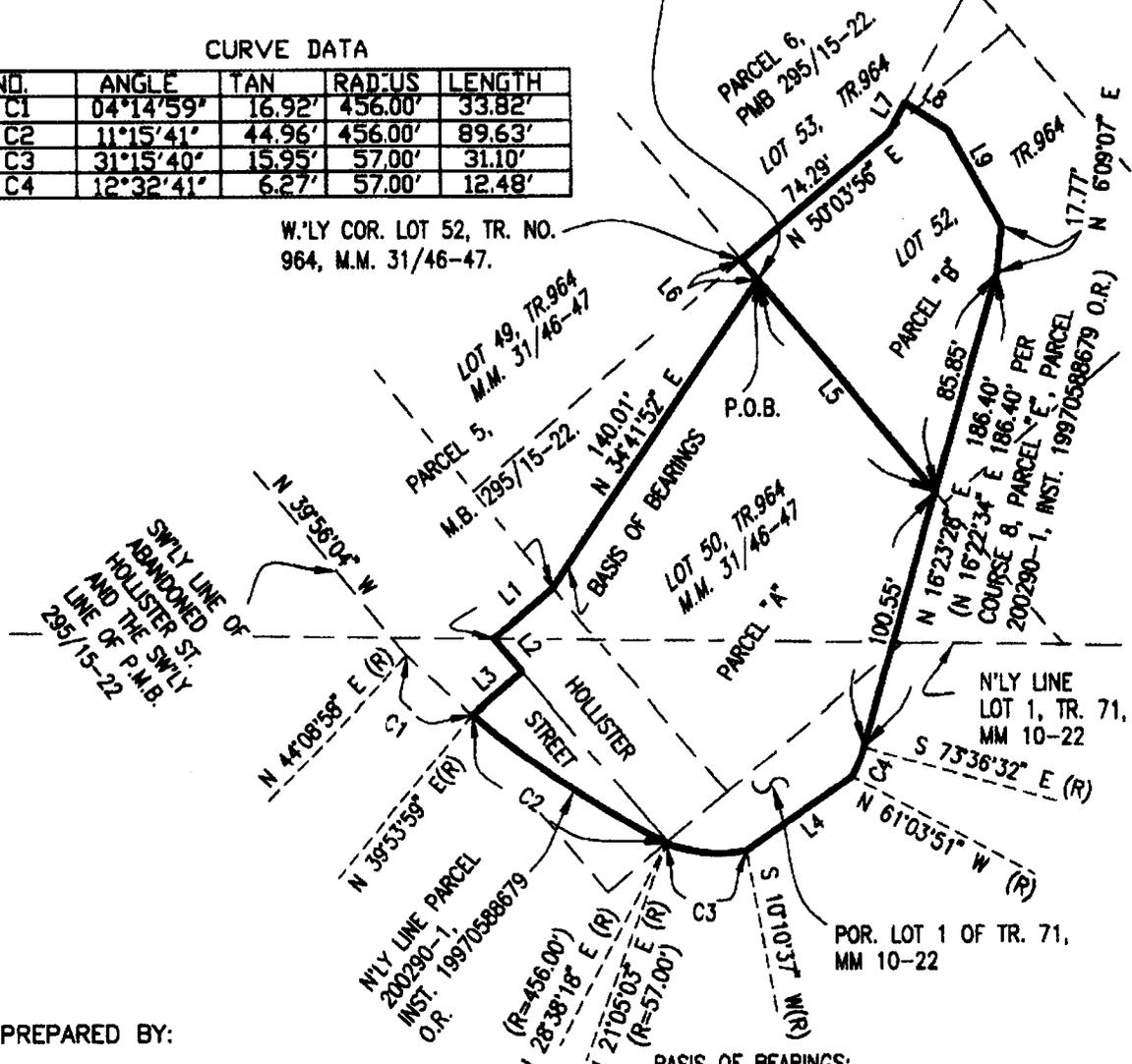
P.O.B.

N.E.'LY COR. PCL 5, P.M.B. 295/15-22 AND A POINT ON THE N.E.'LY LINE OF LOT 50, TR. 964, M.M. 31/46-47, BEING ALSO THE N.E.'LY TERMINUS OF THAT CERTAIN COURSE SHOWN AS N 34°41'52" E, 140.01' PER SAID MAP, SAID LINE ANNOTATED WITH THE FOLLOWING, "ESTABLISHED AS S.E.'LY LINE OF 11328/1880, O.R."



CURVE DATA

NO.	ANGLE	TAN	RADIUS	LENGTH
C1	04°14'59"	16.92'	456.00'	33.82'
C2	11°15'41"	44.96'	456.00'	89.63'
C3	31°15'40"	15.95'	57.00'	31.10'
C4	12°32'41"	6.27'	57.00'	12.48'



W.LY COR. LOT 52, TR. NO. 964, M.M. 31/46-47.

PREPARED BY:

Jens Thielmann
JENS THIELMANN, R.C.E. 25742
 MY LIC. EXP. 12/31/09

11-20-08
 DATE

BASIS OF BEARINGS:

THE BEARING N 34°41'52" E ALONG THE E'LY LINE OF PCL 5 OF P.M.B. 295/15-22 IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS.

EXHIBIT "C"

FORM OF GRANT DEED

[Behind this sheet.]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The Regents of University of California
Real Estate Services & Strategies
1111 Franklin Street, 6th Floor
Oakland, CA 94607

Attention: Allen Meacham

APN: 083-323-51, 75, 76, 77, 78, 86

[Space above this line for Recorder's use only]

The undersigned declares that this document is recorded at the request of and for the benefit of The Regents of the University of California and is therefore exempt from the payment of the recording fee pursuant to Government Code Section §6103 and 27383 and from payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section §11922.

The undersigned Grantor declares:

Documentary Transfer Tax is: \$ _____ (County); City Tax is: \$ _____.
[X] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at
time of sale,
[] Unincorporated area; [X] City of Orange.

GRANT DEED

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the SUCCESSOR AGENCY TO THE ORANGE REDEVELOPMENT AGENCY, a public body, corporate and politic (the "Grantor"), exercising governmental functions and powers and organized and existing under Division 24, Part 1 of the California Health and Safety Code, acting to carry out redevelopment within the City of Orange under the Community Redevelopment Law of the State of California (the "CRL"), hereby grants to the Regents of the University of California, a California constitutional corporation under Article IX, Section 9 of the Constitution of the State of California, acting for and on behalf of its Irvine Campus, with administrative offices at 4199 Campus Drive, Suite 750 Irvine, California (the "Grantee"), the real property hereinafter referred to as "Property", described on Exhibit A attached hereto and incorporated herein by this reference. Such property shall remain real property.

(iii) Title to the Property is conveyed pursuant hereto subject to: (i) all liens, encumbrances, easements, encroachments, assessments, leases, taxes, covenants, conditions and restrictions of record, (ii) all matters that would be revealed or disclosed in an accurate survey of the Property, all matters that would be revealed or disclosed by a physical inspection of the Property and zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Property.

1. Except as otherwise defined herein, all quoted or capitalized terms used herein shall have the meanings set forth for such terms in that certain unrecorded Purchase and Sale Agreement and Joint Escrow Instructions, dated as of _____, 2016, by and between the Grantor and the Grantee (Agreement No. _____) (the "Agreement"). The Property is conveyed in accordance with and subject to the Agreement and the Redevelopment Plan, which documents are public records on file in the offices of the Grantor, and are by reference hereto incorporated herein as though fully set forth herein.

2. There shall be no discrimination in the sale, rental, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property on any basis listed in Subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, Subdivision (m) and Paragraph (1) of Subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, nor shall the Grantee itself, or any person claiming under or through it establish or permit any such practice or practices of discrimination.

3. The Grantee shall refrain from restricting the rental, sale or lease of the Property, or any portion thereof, on any basis listed in Subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, Subdivision (m) and Paragraph (1) of Subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code. All such deeds, leases or contracts relating to the sale, transfer or leasing of the Property or any interest therein shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

(i) In deeds, the following language shall appear: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in Subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, Subdivision (m) and Paragraph (1) of Subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(ii) In leases, the following language shall appear: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in Subdivision (a) or (d) of

Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, Subdivision (m) and Paragraph (1) of Subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.”

(iii) In contracts relating to the sale, transfer or leasing of the Property or any interest therein, the following language shall appear: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in Subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, Subdivision (m) and Paragraph (1) of Subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants or vendees of the land.”

4. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest recorded of record against the Property; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, provisions and limitations, whether such owner’s title was acquired by foreclosure, deed in lieu of foreclosure, trustee’s sale or otherwise.

5. All covenants contained in this Grant Deed shall be covenants running with the land. The conditions, covenants and restrictions contained in the Redevelopment Plan shall remain in effect until they terminate and become null and void on the expiration date of said Redevelopment Plan. The covenants against discrimination set forth in Paragraphs 3 and 4 shall remain in effect in perpetuity.

6. The Grantee and the Grantor desire to impose the conditions, covenants and restrictions contained in this Grant Deed as covenants running with the land to be enforceable by the Grantor and the City of Orange (the “City”) and their respective successors in accordance with the terms and conditions of this Grant Deed and in accordance with California Health and Safety Code Sections 33435, 33436, 33437 and 33439, which provide legal authority for establishing the covenants running with the land set forth herein. The Grantor deems such covenants, conditions and restrictions to be necessary to prevent speculation and to carry out the purposes of the CRL. In addition to the authority provided under the CRL, the Grantee and the Grantor also desire to impose such covenants running with the land to be enforceable by the Grantor and the City and their respective successors

pursuant to California Civil Code Section 1461 *et seq.* The Grantee and the Grantor acknowledge and agree that such conditions, covenants and restrictions directly benefit property that the Grantor and the City own or will own (including, without limitation, underlying interests in streets) within the Project Area. The Grantee, on behalf of itself, its successors and assigns, agrees not to claim, allege or assert that the obligations or the covenants, conditions and restrictions set forth in this Grant Deed are unenforceable by the Grantor, the City or their respective successors and assigns, such that the provisions of this Grant Deed are claimed, alleged or asserted to not constitute covenants running with the land.

7. All covenants without regard to technical classification or designation shall be binding for the benefit of the Grantor and the City and their respective successors, and such covenants shall run in favor of the Grantor and the City and their respective successors for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor or the City is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and the City, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized, this _____ day of _____, 2016.

GRANTOR

SUCCESSOR AGENCY TO THE ORANGE
REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

Wayne W. Winthers
General Counsel

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On _____ before me, _____, a Notary Public,
personally appeared _____

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On _____ before me, _____, a Notary Public,
personally appeared _____

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[Behind this sheet]

EXHIBIT "A"

PARCEL "A"

THE PORTION OF LOT 50, AND HOLLISTER STREET, FORMERLY CYPRESS STREET AS SHOWN ON THE MAP OF TRACT NO 964 IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31, PAGES 48 AND 47 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF LOT 1 OF TRACT NO 71, AS PER MAP RECORDED IN BOOK 10, PAGE 22 OF MISCELLANEOUS MAPS, IN THE OFFICE OF SAID COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEASTERLY CORNER OF PARCEL 5, OF PARCEL MAP 88-442, PER MAP FILED IN BOOK 295, PAGES 15-22 OF PARCEL MAPS, RECORDS OF SAID COUNTY, SAID POINT ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF LOT 50, OF SAID TRACT NO 984, THENCE SOUTH 34° 41' 52" WEST, ALONG THE EASTERLY LINE OF SAID PARCEL 5, SAID LINE BEING ANNOTATED WITH "ESTABLISHED AS SE'LY LINE OF 11328/1880, O.R.". ON SAID MAP, A DISTANCE OF 140 01 FEET TO AN ANGLE POINT, THENCE SOUTH 50° 03' 56" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 30 00 FEET TO AN ANGLE POINT, THENCE SOUTH 39° 56' 04" EAST, A DISTANCE OF 16 88 FEET TO AN ANGLE POINT, THENCE SOUTH 50° 03' 56" WEST, A DISTANCE OF 25 27 FEET TO THE SOUTHEASTERLY MOST CORNER OF SAID PARCEL 5, ALSO BEING A POINT ON THE LAND DESCRIBED AS PARCEL 200290-1 IN DEED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 19, 1997 AS INSTRUMENT NO. 19970588679, OFFICIAL RECORDS, ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 456 00 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH 39° 53' 59" EAST, THENCE ALONG THE LINES OF SAID PARCEL 200290-1 AS FOLLOWS, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 15' 41", AN ARC LENGTH OF 89 63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 57 00 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH 21° 05' 03" EAST, THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31° 15' 40", AN ARC LENGTH OF 31 10 FEET TO A POINT OF NON-TANGENCY, A RADIAL BEARING TO SAID POINT BEARS SOUTH 10° 10' 37" WEST, THENCE NORTH 54° 49' 42" EAST, A DISTANCE OF 49 78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 57 00 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH 51° 03' 51" WEST, THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 32' 41", AN ARC LENGTH OF 12 48 FEET TO A POINT OF TANGENCY, THENCE NORTH 16° 23' 28" EAST, A DISTANCE OF 100 55 FEET MORE OR LESS TO AN ANGLE POINT AND A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 50, THENCE NORTH 39° 56' 04" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 104.60 FEET TO THE POINT OF BEGINNING

Containing 2.1843 75 S F All as shown on Exhibit "B" and by this reference made a part hereof

EXHIBIT "A"

PARCEL "B"

THE PORTION OF LOT 52 AND LOT 53 OF TRACT NO. 964, IN THE CITY OF ORANGE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31, PAGES 46 AND 47 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF PARCEL 5, OF PARCEL MAP 88-442, PER MAP FILED IN BOOK 285, PAGES 15-22 OF PARCEL MAPS, RECORDS OF SAID COUNTY, SAID POINT ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF LOT 50, OF SAID TRACT NO. 964; THENCE NORTH 39° 56' 04" WEST, ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 9.93 FEET TO AN ANGLE POINT AND THE WESTERLY CORNER OF SAID LOT 52, SAID POINT BEING ALSO THE SOUTHERLY CORNER OF PARCEL 6 OF SAID PARCEL MAP 88-442; THENCE NORTH 50° 03' 56" EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 6, A DISTANCE OF 74.29 FEET TO AN ANGLE POINT; THENCE NORTH 29° 58' 13" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL 6, A DISTANCE OF 12.92 FEET TO AN ANGLE POINT; THENCE SOUTH 58° 01' 21" EAST, A DISTANCE OF 19.04 FEET TO AN ANGLE POINT; THENCE SOUTH 28° 45' 31" EAST, A DISTANCE OF 41.74 FEET TO AN ANGLE POINT; THENCE SOUTH 6° 09' 07" WEST, A DISTANCE OF 17.77 FEET TO AN ANGLE POINT AND THE NORTHEASTERLY TERMINUS OF COURSE 8, IN PARCEL "E" OF PARCEL 200290-1 IN DEED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 19, 1997 AS INSTRUMENT NO. 19970588679, OFFICIAL RECORDS; THENCE SOUTH 16° 23' 28" WEST, ALONG THE LINE OF SAID COURSE 8, A DISTANCE OF 85.85 FEET, MORE OR LESS, TO AN ANGLE POINT AND A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 50, THENCE NORTH 39° 58' 04" WEST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 104.60 FEET TO THE POINT OF BEGINNING.

Containing 7535.87 S.F. All as shown on Exhibit "B" and by this reference made a part hereof

Prepared By:



Jeff Thielmann

Jeff Thielmann, R.C.E. 25742
My Lic. Exp. 12/31/09

Date

EXHIBIT "D"

COPY OF PRELIMINARY TITLE REPORT

[Behind this sheet.]



Fidelity National Title Company

UPDATED AMENDED PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, Fidelity National Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a California Corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Countersigned by:

Authorized Signature



By

Randy Quirk, President

Attest

Michael Gravelle, Secretary



Fidelity National Title Company
 1300 Dove Street, Suite 310, Newport Beach, CA 92660
 Phone: (949) 622-5000 • Fax:

PRELIMINARY REPORT

UpdatedAmended

Title Officer: Mike Brinkman (MA)

Order No.: 997-23046891-D-1MB

TO:

City of Orange
 230 East Chapman
 Orange, CA 92866

ATTN: **Aaron Schulze**
 YOUR REFERENCE:

PROPERTY ADDRESS: 11726 Cypress Street, Orange, CA

EFFECTIVE DATE: August 5, 2016 at 7:30 a.m.

The form of policy or policies of title insurance contemplated by this report is:

CLTA Std. Owner's

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

THE SUCCESSORS OR ASSIGNEES OF THE ORANGE REDEVELOPMENT AGENCY, a dissolved public body, Subject to Section 34173 of the California Health and Safety Code, Subject to Item No(s). 30 and 31

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

/jh 05/21/14

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF UNINCORPORATED AREA OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PORTION OF LOT 50, AND HOLLISTER STREET, FORMERLY CYPRESS STREET AS SHOWN ON THE MAP OF TRACT NO. 964, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31, PAGES 46 AND 47 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; TOGETHER WITH THAT PORTION OF LOT 1 OF TRACT NO. 71, AS PER MAP RECORDED IN BOOK 31, PAGES 46 AND 47 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; TOGETHER WITH THAT PORTION OF LOT 1 OF TRACT NO. 71, AS PER MAP RECORDED IN BOOK 10, PAGE 22 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE SAID COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF PARCEL 5, OF PARCEL MAP 88-442, PER MAP FILED IN BOOK 295, PAGES 15-22 OF PARCEL MAPS, RECORDS OF SAID COUNTY, SAID POINT ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF LOT 50, OF SAID TRACT NO. 964; THENCE SOUTH 34° 41' 52" WEST, ALONG THE EASTERLY LINE OF SAID PARCEL 5, SAID LINE BEING ANNOTATED WITH "ESTABLISHED AS SE'LY LINE OF 11328/1880, O.R.", ON SAID MAP, A DISTANCE OF 140.01 FEET TO AN ANGLE POINT; THENCE SOUTH 50° 03' 56" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 30.00 FEET TO AN ANGLE POINT; THENCE SOUTH 39° 56' 04" EAST, A DISTANCE OF 16.88 FEET TO AN ANGLE POINT; THENCE SOUTH 50° 03' 56" WEST, A DISTANCE OF 25.27 FEET TO THE SOUTHEASTERLY MOST CORNER OF SAID PARCEL 5, ALSO BEING A POINT ON THE LAND DESCRIBED AS PARCEL 200290-1 IN DEED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 19, 1997 AS INSTRUMENT NO. 19970588679, OFFICIAL RECORDS, ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 456.00 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH 39° 53' 59" EAST; THENCE ALONG THE LINES OF SAID PARCEL 200290-1 AS FOLLOWS, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 15' 41", AN ARC LENGTH OF 89.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 57.00 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH 21° 05' 03" EAST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31° 15' 40", AN ARC LENGTH OF 31.10 FEET TO A POINT OF NON-TANGENCY, A RADIAL BEARING TO SAID POINT BEARS SOUTH 10° 10' 37" WEST; THENCE NORTH 54° 49' 42" EAST, A DISTANCE OF 49.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 57.00 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH 61° 03' 51" WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 32' 41", AN ARC LENGTH OF 12.48 FEET TO A POINT OF TANGENCY; THENCE NORTH 16° 23' 28" EAST, A DISTANCE OF 100.55 FEET MORE OR LESS TO AN ANGLE POINT AND A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 50; THENCE NORTH 39° 56' 04" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 104.60 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF LOTS 52 AND 53 OF TRACT NO. 964, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31, PAGES 46 AND 47 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF PARCEL 5, OF PARCEL MAP 88-442, AS PER MAP FILED IN BOOK 295, PAGES 15 THROUGH 22, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID COUNTY, SAID POINT ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF LOT 50, OF SAID TRACT NO. 964; THENCE NORTH 39° 56' 04" WEST, ALONG SAID NORTHEASTERLY LINE A DISTANCE

OF 9.93 FEET TO AN ANGLE POINT AND THE WESTERLY CORNER OF SAID LOT 52, SAID POINT BEING ALSO THE SOUTHERLY CORNER OF SAID PARCEL 6 OF SAID PARCEL MAP 88-442; THENCE NORTH 50° 03' 56" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 6, A DISTANCE OF 74.29 FEET TO AN ANGLE POINT; THENCE NORTH 29° 58' 13" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL 6, A DISTANCE OF 12.92 FEET TO AN ANGLE POINT; THENCE SOUTH 58° 01' 21" EAST, A DISTANCE OF 19.04 FEET TO AN ANGLE POINT; THENCE SOUTH 28° 45' 31" EAST, A DISTANCE OF 41.74 FEET TO AN ANGLE POINT; THENCE SOUTH 6° 09' 07" WEST, A DISTANCE OF 17.77 FEET TO AN ANGLE POINT AND THE NORTHEASTERLY TERMINUS OF COURSE 8, IN PARCEL "E" OF PARCEL 200290-1, IN DEED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 19, 1997, AS INSTRUMENT NO. 19970588679, OFFICIAL RECORDS; THENCE SOUTH 16° 23' 28" WEST, ALONG THE LINE OF SAID COURSE 8, A DISTANCE OF 85.85 FEET, MORE OR LESS, TO AN ANGLE POINT AND A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 50; THENCE NORTH 39° 56' 04" WEST ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 104.60 FEET TO THE POINT OF BEGINNING.

APN(s): 083-323-51; 083-323-75; 083-323-76; 083-323-77; 083-323-78

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

- A. There were no taxes levied for the fiscal year 2016-2017 as the property was vested in a public entity.
- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.
 - 1. Water rights, claims or title to water, whether or not disclosed by the public records.
 - 2. 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.
 - 3. The right to construct, use, occupy, maintain and replace electric lines consisting of poles, wires, crossarms and other necessary appliances, etc., as conveyed to the Southern California Edison Company, by Deed recorded April 20, 1910, in Book 178, Page 89 of Deeds.
 - 4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
 - In favor of: The Pacific Telephone and Telegraph Company, a corporation
 - Purpose: The right of way with the right to erect and maintain poles with necessary wires and fixtures thereon and to keep the same free from foliage
 - Recording Date: November 23, 1910
 - Recording No: in Book 194, Page 199, Deeds
 - 5. Intentionally deleted
 - 6. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;
 - Reserved by: Jacob Schumacher and wife
 - Purpose: Alley and necessary pipe lines and pole lines
 - Recording Date: January 11, 1929
 - Recording No: in Book 236, Page 42, Official Records
 - Affects: A portion of said land
 - 7. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable laws, as set forth in the document referred to in the numbered item last above shown.
 - 8. Intentionally deleted
 - 9. Intentionally deleted
 - 10. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract;
 - Purpose: Public utilities
 - Affects: The Northeasterly 5 feet, Southeasterly 5 feet and the Northeasterly 3 feet of said land
 - 11. Intentionally deleted

ITEMS (Continued)
Your Reference:

Fidelity National Title Company
Order No.: 997-23046891-D-1MB

12. Intentionally deleted
13. Intentionally deleted
14. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Pole lines and conduits
Recording Date:	April 9, 1947
Recording No:	<u>Document No. 14893, Torrens Certificates of Titles</u>
Affects:	The Southerly 5 feet and the Southeasterly 5 feet and the Northeasterly 5 feet
15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Mountain Properties, Inc.
Purpose:	Water pipelines
Recording Date:	April 10, 1948
Recording No:	<u>15440, Book 1749, Page 194, Official Records</u>
Affects:	A portion of said land as more particularly described in said document.
16. Intentionally deleted.
17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Southern Counties Gas Company of California
Purpose:	Public utilities
Recording Date:	May 19, 1947
Recording No:	in <u>Book 1516, Page 421, Official Records</u>
Affects:	A portion of said land as more particularly described in said document.
18. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Pipe lines
Recording No:	in <u>Book 1749, Page 196, Official Records</u>
Affects:	The Northeasterly 3 feet
19. Intentionally deleted
20. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	City of Orange
Purpose:	Sewer
Recording Date:	February 21, 1962
Recording No:	in <u>Book 6016, Page 690, Official Records</u>
Affects:	A portion of said land as more particularly described in said document.
21. Intentionally deleted
22. Intentionally deleted
23. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	City of Orange
Purpose:	Water line
Recording Date:	July 30, 1963
Recording No:	in <u>Book 6652, Page 765, Official Records</u>
Affects:	A portion of said land as more particularly described in said document.

24. The effect of a Map purporting to show the herein described and other land recorded in Book 61, Page 43 of Record of Surveys.
25. Intentionally deleted
26. Intentionally deleted
27. Matters contained in that certain document

Entitled: An Ordinance of the City Council of the City of Orange Amending Title 3 of the Orange Municipal Code to Add Chapter 3.11 Establishing a Major Thoroughfare and Bridge Fee Program
Recording Date: December 2, 1985
Recording No: 85-482146, Official Records

Reference is hereby made to said document for full particulars.
28. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: City of Orange
Recording Date: July 21, 1986
Recording No: 86-314248, Official Records
29. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: State of California
Purpose: Utilities
Recording Date: November 19, 1997
Recording No: 97-588679, Official Records
Affects: A portion of Parcel A.
30. Any claim that the transaction vesting the Title as shown in Schedule A or creating the lien of the Insured Mortgage, or any other transaction occurring on or prior to Date of Policy in which The Orange Redevelopment Agency or its successors transferred, acquired, or made any agreement affecting the title to or any interest in the Land, is void or voidable, or subject to termination, renegotiation, or judicial review, under California Assembly Bill 26 (Chapter 5, Statutes of 2011-12, First Extraordinary Session).
31. Approval of the policy or commitment of title insurance anticipated by this report by Regional Counsel of the Company is required prior to the recordation of the Instruments required to complete this transaction and the issuance of such policy or commitment. The right is reserved to make additional exceptions and/or requirements upon such review.
32. The requirement for submission to this company of a resolution of the governing body of the Orange Redevelopment Agency, authorizing the transaction for which this report has been requested together with a copy of such corporation's by laws. The resolution must designate the officers authorized to execute on the corporation's behalf.
33. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.

34. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.
- The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.
- The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.
35. The following matters disclosed by an ALTA/ACSM Land Title Survey of said Land prepared by Huitt – Zollars dated 8/20/2014, Job No. 10-1376-17
- A) An encroachment of a sidewalk and handicap ramp at the southerly corner of the property from the street rights of way of Anaheim Way and State College Boulevard, to an undisclosed amount.
 - B) An encroachment of a chain link fence onto the property from the land adjoining to the northwest, to an undisclosed amount.
 - C) Hedge row landscaping crosses the northwest boundary of the property.
36. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.
- The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.
37. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

END OF ITEMS

NOTES

Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.: 083-323-51
Fiscal Year: 2013-2014
1st Installment: \$0.00 No Taxes Due
2nd Installment: \$0.00 No Taxes Due
Exemption: \$0.00
Land: \$219,606.00
Improvements: \$0.00
Personal Property: \$0.00
Code Area: 08163

Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.: 083-323-75
Fiscal Year: 2013-2014
1st Installment: \$0.00 No Taxes Due
2nd Installment: \$0.00 No Taxes Due
Exemption: \$0.00
Land: \$45,429.00
Improvements: \$0.00
Personal Property: \$0.00
Code Area: 08163

Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.: 083-323-76
Fiscal Year: 2013-2014
1st Installment: \$0.00 No Taxes Due
2nd Installment: \$0.00 No Taxes Due
Exemption: \$0.00
Land: \$351,370.00
Improvements: \$0.00
Personal Property: \$0.00
Code Area: 08163

Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.: 083-323-77
Fiscal Year: 2013-2014
1st Installment: \$0.00 No Taxes Due
2nd Installment: \$0.00 No Taxes Due
Exemption: \$0.00
Land: \$84,860.00
Improvements: \$0.00
Personal Property: \$0.00
Code Area: 08163

NOTES (Continued)
Your Reference:

Fidelity National Title Company
Order No.: 997-23046891-D-1MB

Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.:	083-323-78
Fiscal Year:	2013-2014
1st Installment:	\$0.00 No Taxes Due
2nd Installment:	\$0.00 No Taxes Due
Exemption:	\$0.00
Land:	\$0.00
Improvements:	\$0.00
Personal Property:	\$0.00
Code Area:	08163

Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

END OF NOTES

OWNER'S DECLARATION

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)
 - a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at _____, further described as follows: See Preliminary Report/Commitment No. 997-23046891-D-1MB for full legal description (the "Land").
 - b. Declarant is the _____ of _____ ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at _____, further described as follows: See Preliminary Report/Commitment No. 997-23046891-D-1MB for full legal description (the "Land").
2. (Fill in the applicable paragraph and strike the other)
 - a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
 - b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with _____ upon the Land in the approximate total sum of \$ _____, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: _____. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Fidelity National Title Insurance Company against any and all claims arising therefrom.
3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.
4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, claims of lien, special assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records.
5. The Land is currently in use as _____; _____ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:

6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
7. There are no outstanding options to purchase or rights of first refusal affecting the Land.

This declaration is made with the intention that Fidelity National Title Insurance Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on ____ at _____.

Signature: _____

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

Collection and Use of Information

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on

subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the [Third Party Opt Out](#) section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the [Third Party Opt Out](#) section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your

prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

Your Consent to This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

Copyright © 2014. Fidelity National Financial, Inc. All Rights Reserved.

EFFECTIVE AS OF: JANUARY 24, 2014

LAST UPDATED: JANUARY 24, 2014

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the field rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for each discount. These discounts only apply to transaction involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Company

FNTC - Fidelity National Title Company
FNTCCA –Fidelity National Title Company of California

FNF Underwriter

FNTIC - Fidelity National Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (FNTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 or 36 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

FEE REDUCTION SETTLEMENT PROGRAM (FNTC, FNTCCA and FNTIC)

Eligible customers shall receive \$20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in *The People of the State of California et al. v. Fidelity National Title Insurance Company et al., Sacramento Superior Court Case No. 99AS02793, and related cases.*

DISASTER LOANS (FNTIC)

The charge for a lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 40% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

Notice

You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19,1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is the subject of your current transaction, you must inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provided the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount.

Effective through November 1, 2014

ATTACHMENT ONE (Revised 06-03-11)

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990**

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 or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (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 parcel 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 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.
2. 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.
6. 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.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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:

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.
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.
2. Any facts, rights, interests, 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.
3. Easements, liens or encumbrances, or claims thereof, 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.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;

- c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5000.00

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - * land use
 - * improvements on the land
 - * land division
 - * environmental protection
 This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records
 - * on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date – unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A
 - OR
 - * in streets, alleys, or waterways that touch your land
 This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**2006 ALTA LOAN POLICY (06-17-06)
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, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) 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 (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that 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.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

1. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

2006 ALTA OWNER'S POLICY (06-17-06) 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, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) 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 (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

1. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that 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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10) EXCLUSIONS FROM COVERAGE

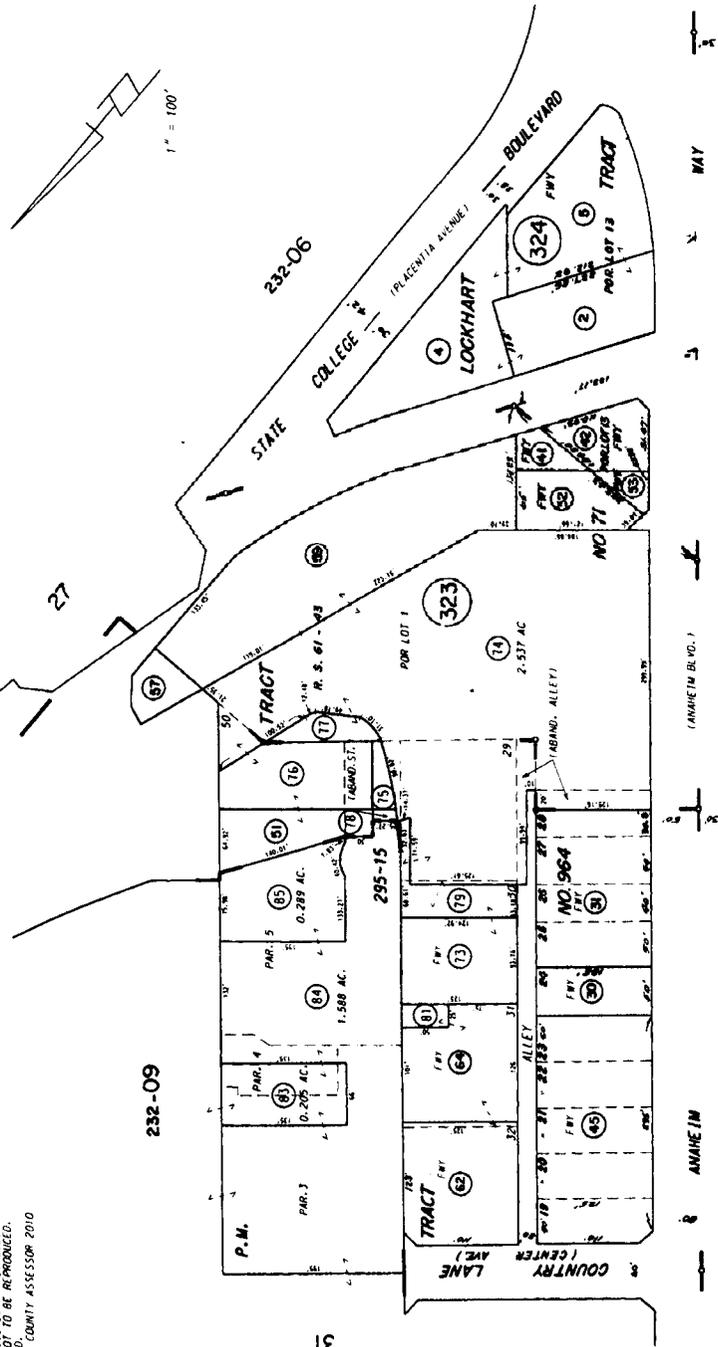
The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) 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 (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that 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. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

083-32

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

THIS MAP WAS PREPARED FOR ORANGE COUNTY ASSESSOR DEPT. PURPOSES ONLY. THE ASSESSOR MAKES NO GUARANTEE AS TO THE ACCURACY OF THE DATA SHOWN. ALL RIGHTS RESERVED. © COPYRIGHT ORANGE COUNTY ASSESSOR 2010



137-45

137-47

LOCKHART TRACT
 TRACT NO. 71
 TRACT NO. 964
 PARCEL MAP

L.A. 1-59-60
 M.M. 10-22
 M.M. 31-47
 P.M. 295-15

MARCH 1951

NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

ASSESSOR'S MAP BOOK 083 PAGE 32 COUNTY OF ORANGE

