

Orange County Civic Center Authority Special Meeting Agenda

June 8, 2022

3:00 PM

VIRTUAL MEETING

Orange County Public Works
601 North Ross Street
Santa Ana, CA



James Treadaway
Chairman
(County of Orange)

Thomas "Mat" Miller
Vice Chairman
(County of Orange)

Nabil Saba
Member
(City of Santa Ana)

Kristine Ridge
Member
(City of Santa Ana)

Anthony Palumbo
(Orange County Superior Court)

Ray Diaz
Orange County Counsel

Christina Mai
Recording Secretary

CALL TO ORDER

ATTENDANCE

Members:

Ray Diaz (Orange County Counsel)
Thomas "Mat" Miller, Vice Chairman (County of Orange)
Anthony Palumbo (Orange County Superior Court)
Kristine Ridge (City of Santa Ana)
Nabil Saba (City of Santa Ana)
James Treadaway, Chairman (County of Orange)

ROLL CALL

Christina Mai, Recording Secretary

PUBLIC COMMENTS

Pursuant to Government Code Sec. 54954.3, the public may comment on agenda items under consideration by the Orange County Civic Center Authority. When speaking, please state your name, and limit your remarks to three (3) minutes. The number of speakers and allotted time may be limited at the discretion of the Chairperson.

TO PARTICIPATE IN THIS VIRTUAL MEETING, PLEASE FOLLOW THE BELOW INSTRUCTIONS:

1. On the Internet, go to <https://ocpublicworks.com/ocpw/orange-county-civic-center-authority>
2. Click on the following Webex link:
<https://ocgov.webex.com/ocgov/onstage/g.php?MTID=e59f0fe86063ca9fb91c389242e6c9aee>
3. If applicable, please enter the following information:
 - Event Number (Access Code): 2461 283 6813
 - Event Password: occcc
4. If you are joining by telephone, please dial 1 (415) 655-0001
 - Dial *6 to let us know that you want to speak at the time the item is being discussed.

CONSENT CALENDAR ITEMS

1. Approval of minutes of the November 3, 2021 Orange County Civic Center Authority Meeting.
Recommended Action: Approve the minutes from the November 3, 2021 Orange County Civic Center Authority Meeting.

*****END OF CONSENT CALENDAR*****

DISCUSSION ITEMS

1. **Fiscal Year 2022--2023 OC Civic Center Parking and Maintenance Budget Presentation**

Attachment A - Fiscal Year 2022--2023 OC Civic Center Fund 828 Proposed Budget.

Recommended Action: Approve the Fiscal Year 2022--2023 OC Civic Center Parking and Maintenance Budget.

2. **Property Exchange Agreement - Santa Ana Civic Center**

Attachment A - Agreement for Exchange of Real Property between the City of Santa Ana and the County of Orange.

Recommended Action: Approve the Agreement for Exchange of Real Property.

COMMENTS

FUTURE AGENDA ITEMS

ADJOURNMENT

The next regular meeting of the Orange County Civic Center Authority will be held on a date and time determined by the City of Santa Ana staff.

Orange County Civic Center Authority

DRAFT Meeting Minutes

November 3, 2021

9:00 AM

VIRTUAL MEETING

Orange County Public Works
601 North Ross Street
Santa Ana, CA



CALL TO ORDER

ATTENDANCE

Members:

Ray Diaz (Orange County Counsel)
* Thomas "Mat" Miller, Vice Chairman (County of Orange)
Anthony Palumbo (Orange County Superior Court)
** Kristine Ridge (City of Santa Ana)
Nabil Saba (City of Santa Ana)
James Treadaway, Chairman (County of Orange)

ROLL CALL

Christina Mai, Recording Secretary

Other Attendees: Alternate Member Brian Bauer on behalf of Vice Chairman Miller (County of Orange)
Project Manager, Yasmin Vázquez (City of Santa Ana)
Commander Joseph Marty (City of Santa Ana, Police Department)

Minutes:

* Thomas "Mat" Miller (County of Orange) was absent from this meeting, and Brian Bauer (County of Orange) served as Vice Chairman Miller's alternate for the duration of the meeting.


*** Kristine Ridge (City of Santa Ana) was absent from this meeting.*

Alternate Member Brian Bauer on behalf of Vice Chairman Miller called the meeting to order at 9:01 AM.

PUBLIC COMMENTS

Pursuant to Government Code Sec. 54954.3, the public may comment on agenda items under consideration by the Orange County Civic Center Authority. When speaking, please state your name, and limit your remarks to three (3) minutes. The number of speakers and allotted time may be limited at the discretion of the Chairperson.

TO PARTICIPATE IN THIS VIRTUAL MEETING, PLEASE FOLLOW THE BELOW INSTRUCTIONS:

1. On the Internet, go to <https://ocpublicworks.com/ocpw/orange-county-civic-center-authority>
2. Click on the following Webex [link](#)  or <https://ocgov.webex.com/webappng/sites/ocgov/meeting/info/30115e8dc4cd4ce192c009c2d4672272?siteurl=ocgov&MTID=m429e26f1afe808de2b5415d85dc70a0a>
3. If applicable, please enter the following information:
 - Event Number (Access Code): 2453 073 2337
 - Event Password: occca (62222 from telephones)
4. If you are joining by telephone, please dial 1 (213) 306-3065 (United States Toll, Los Angeles)
 - Dial *6 to let us know that you want to speak at the time the item is being discussed.

Minutes: *There were no public comments.*

CONSENT CALENDAR ITEMS

1. Approval of minutes of the June 29, 2021 Orange County Civic Center Authority Special Meeting.

Recommended Action: Approve the minutes from the June 29, 2021 Orange County Civic Center Authority Special Meeting.

Moved by Authority Member Treadaway, seconded by Authority Member Saba to Approve.

YES: 4 – Brian Bauer, Anthony Palumbo, Nabil Saba, James Treadaway

NO: 0 – **ABSTAIN:** 0 – **ABSENT:** 0 – **Status:** 4 – 0 – 0 – 0 – **Pass**

2. Approval of appointment of County of Orange Member, James Treadaway, as Chairman until June 30, 2022.

Recommended Action: Approve appointment of County of Orange Member, James Treadaway, as Chairman until June 30, 2022.

Moved by Authority Member Saba, seconded by Authority Member Palumbo to Approve appointment of County of Orange Member, James Treadaway, as Chairman until June 30, 2022.

YES: 4 – Brian Bauer, Anthony Palumbo, Nabil Saba, James Treadaway

NO: 0 – **ABSTAIN:** 0 – **ABSENT:** 0 – **Status:** 4 – 0 – 0 – 0 – **Pass**

Minutes: * Thomas "Mat" Miller (County of Orange) was absent from this meeting, and Brian Bauer (County of Orange) served as Vice Chairman Miller's alternate for the duration of the meeting.

** Kristine Ridge (City of Santa Ana) was absent from this meeting.

*****END OF CONSENT CALENDAR*****

DISCUSSION ITEMS

1. 2021 Santa Ana Winter Village Discussion.

Recommended Action: Discuss the 2021 Santa Ana Winter Village.

Minutes: Member Saba and Project Manager, Yasmin Vázquez, discussed how happy and excited they are to partner with the Orange County Civic Center Authority and all cities within the surrounding areas to bring the first (and hopefully, annual) Santa Ana Winter Village event for our community in the Civic Center, in the Plaza of the Flags and the Plaza of the Sun.

The dates of operation for this event are December 8 through January 2. December 8 will be the soft opening. The grand opening and tree lighting ceremony will be at 6:30 PM on December 9, to which we/all County and Court employees and their families (adults and children) are invited, at a discounted ticket price.

The main event will be an ice skating rink, which will hold 160 guests. There will also be some food trucks and different performances. The Anaheim Ducks are scheduled to appear on Sundays, and Santa and Mrs. Claus plan on visiting on site, on a few days. There will also be a little train for children not participating in ice skating, and this area will be ornamented with lights and other decorations to make it look festive.

Project Manager, Yasmin Vázquez, thanked the Permitting Department and Parking Administration Department/Stacy Mohler for smoothly moving things forward to be able to present this to the community in a few short weeks.

Alternate Member Bauer asked about what efforts have been undertaken to coordinate efforts and potential impacts on the County for this event. Project Manager, Yasmin Vázquez, said they do not anticipate that there will be too much impact. They have been working with, and will follow up with, the Permitting Department and Parking Administration Department to address any concerns. Parking will be taking place in P2 and P6 on the West side of the campus, and they do not anticipate too much interference on the East side of the Civic Center. There will not be any street closures.

Commander Joseph Marty (City of Santa Ana, Police Department) asked about the hours of operations. Project Manager, Yasmin Vázquez, answered that when school is in session, Monday through Thursday, this event will run from 2:00 PM to 9:00 PM, and on the weekends from 10:00 AM—10:00 PM. When school is out of session, during the holiday break, the hours will be every day from 10:00 AM—10:00 PM. And, on Christmas Eve, this event will be closing at 5:00 PM.

Project Manager, Yasmin Vázquez, mentioned that she met yesterday with Civic Center Patrol/Special Events to make sure there is police presence throughout the event, and they are also hiring a private security company to provide security 24/7 for this event.

Chairman Treadaway added that while the County is supportive of this fun event, the County has not budgeted any funding for this great event. Project Manager, Yasmin Vázquez, said that the City is solely responsible for the financial aspect of this event.

Member Saba thanked Project Manager, Yasmin Vázquez, and everyone who has been working with her for their hard work and support on this City-sponsored event. Member Saba also said he will be personally extending an invitation to this event to the Board of Supervisors.

COMMENTS

FUTURE AGENDA ITEMS

Land Swap between the City and the County.

ADJOURNMENT

Minutes: *Alternate Member Brian Bauer on behalf of Vice Chairman Miller adjourned the meeting 9:17 AM.*

The next regular meeting of the Orange County Civic Center Authority will be held on a date and time determined by the County of Orange staff.

OC Civic Center Parking & Maintenance Budget
Adopted FY 2021-22 through FY 2022-23 Forecast

Attachment A

ITEM DESCRIPTION	Resp Party	BUDGET FY 2021-22	TOTAL PROJECTED FY 2021-22	CITY Forecast FY 2022-23	COUNTY Forecast FY 2022-23	TOTAL FORECAST FY 2022-23
SECTION I - OPERATING COSTS						
Utility Costs (Electricity & Water) For Parking Structures/Landscape Areas	City	290,000	340,000	316,000		316,000
Routine & Grounds Maintenance	City	1,416,816	1,366,816	1,565,636		1,565,636
Civic Center Security (7 Civic Center Patrol Officers)	City	1,630,000	1,630,000	1,680,894		1,680,894
Parking Facility Operator Fees	County	1,526,266	1,656,019	-	1,821,621	1,821,621
Routine Parking Facility Maintenance - County of Orange	County	328,743	328,340	-	335,000	335,000
Tickets and Monthly Keycards	County	10,531	5,450	-	10,000	10,000
PARCS/Contract Maintenance/Scheidt & Bachmann	County	84,000	56,000		84,000	84,000
Telephone	County	9,000	3,174	-	9,000	9,000
County-wide Cost Allocation Plan (CWCAP) Charges	County	113,000	109,929		115,000	115,000
Auditor-Controller - Accounting Services	County	45,000	45,443	-	47,000	47,000
Investment Administrative Fees	County	2,262	2,232	-	2,262	2,262
IT Web Services	County	4,524	5,000	-	5,000	5,000
Windcave (CC Proc Fees) + TTC Svcs (Armored Car & Credit Card)	County	53,955	47,145	-	52,000	52,000
Unanticipated Operating Costs		125,000	-	62,500	62,500	125,000
SECTION I TOTAL		5,639,097	5,595,548	3,625,030	2,543,383	6,168,413
SECTION III - PROJECTS						
City Projects:						
Civic Center perimeter lighting (existing fixtures are obsolete)	City	76,816	76,816	-		-
		-	-			-
County Projects:						
P3 CJC/Library Parking Structure / Secure & Wrap (PKP3)	County	594,634	235,250	-	470,450	470,450
P1 Stadium -LED Lighting Project					65,000	65,000
P6, P5 Old Courthouse reslurry/seal/restripe	County	75,000	75,000		5,000	5,000
IRC, reslurry/seal/restripe	County	75,000	150,000		20,000	20,000
Superblock, P8, - Replace 3 Parking Booths	County	60,000	60,000		30,000	30,000
PARCS New Contract / Equipment Replacement - Useful Life 8-10 years	County	10,000	10,500		10,000	10,000
PARCS Software program	County	-	-		-	-
Capital Reserve for future projects		-	-	100,000	100,000	200,000
SECTION III TOTAL		891,450	607,978	100,000	700,450	800,450
TOTAL BUDGET EXPENDITURES		6,530,547	6,203,525	3,725,030	3,243,833	6,968,863

PROJECTED BEGINNING CIVIC CENTER BALANCE	2,021,410	2,680,421	2,159,262
REVENUE FROM PARKING OPERATIONS	4,037,017	4,482,366	4,616,837
ADOPTED FY 2021-22 CIVIC CENTER BUDGET	(6,530,547)	(6,203,525)	(6,968,863)
ADVANCE REQUIRED FOR CURRENT FISCAL YEAR	(472,120)	959,262	(192,764)
ADVANCE REQUIRED FOR EACH FISCAL YEAR			
CITY OF SANTA ANA	(600,000)	(600,000)	(600,000)
COUNTY OF ORANGE (2)	(600,000)	(600,000)	(600,000)
	(1,200,000)	(1,200,000)	(1,200,000)
TOTAL REVENUE	7,258,427	8,362,787	7,976,099
TOTAL EXPENSES	(6,530,547)	(6,203,525)	(6,968,863)
PROJECTED ENDING CIVIC CENTER BALANCE	727,880	\$ 2,159,262	\$ 1,007,236
2 Months Operating Reserves	\$ 932,591	2 Months Operating Reserves	\$ 1,007,236
Remaining Reserves	\$ 1,226,671	Remaining Reserves	\$ -

AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY

This AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY (“**Agreement**”), dated as of _____ 2022, is entered into by and between the CITY OF SANTA ANA, a California municipal corporation (“**City**”), and COUNTY OF ORANGE, a political subdivision of the State of California (“**County**”). County and City are sometimes referred to in this Agreement individually as “**Party**” or collectively as “**Parties**.”

RECITALS

A. County is the fee simple owner of that certain real property located in the City of Santa Ana, County of Orange, State of California, including, but not limited to, land, structures, and vertical assets, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (“**County Property**”).

B. City is the fee simple owner of and holds certain interests in that certain real property located in the City of Santa Ana, County of Orange, State of California, including, but not limited to, land, structures, and vertical assets, as more particularly described in Exhibit B, attached hereto and incorporated herein by reference (“**City Property**”).

C. City desires to exchange the City Property (as more particularly defined in Section 1.2 below) for the County Property (as more particularly defined in Section 1.1 below) and County desires to exchange the County Property for the City Property, pursuant to the terms and conditions of this Agreement.

D. As used herein, the terms County Property and City Property may hereinafter be referred to from time to time collectively as the “**Properties**.”

AGREEMENT

NOW, THEREFORE, based upon the foregoing facts, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Property Exchange. Upon the satisfaction or waiver of all of the conditions precedent to the Closing set forth in Section 5 below, as of Closing, (a) City shall acquire the County Property from County, and (b) County shall acquire the City Property from City (the “**Exchange**”).

1.1 County Property. County Property shall include all of the following:

1.1.1 Land. Fee simple interest in the real property described on Exhibit A hereto, including, but not limited to, land, structures, and vertical assets located on or under the real property.

1.1.2 Appurtenances. All rights, privileges and easements currently held by County which are appurtenant to the County Property, including, without limitation all vertical

assets including the parking structure and improvements located therein, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the County Property.

1.2 City Property. City Property shall include all of the following:

1.2.1 Land. Fee simple interest in the real property described on Exhibit B hereto, including, but not limited to, land, structures, and vertical assets located on or under the real property.

1.2.2 Appurtenances. All rights, privileges and easements dedicated to City which are appurtenant to the City Property, including, without limitation, all vertical assets including the parking structure and improvements located therein constructed at “Site 2” as part of the “Phase 1 Facilities” pursuant to that certain Development Agreement between the Parties dated December 15, 1987 and any of its subsequent amendments or modifications (collectively “**1987 Development Agreement**”), rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the City Property.

2. Title and Closing.

2.1 Exchange. The Exchange shall be performed by the Parties, subject to the requirements set forth below.

2.2 Title Company. Title policies issued for the benefit of the City with respect to the County Property and the County with respect to the City Property, in connection with the Exchange shall be issued by Fidelity National Title National Commercial & Builder Services (the “**Title Company**”).

2.3 Definition of Closing. For purposes of this Agreement, the term “**Closing**” shall mean the time when the Title Company shall have recorded the County Deed (as defined below), and the City Deed (as defined below), as set forth in Section 6.4 below.

3. County’s Approval of Condition of Title/Due Diligence.

3.1 County’s Review of Condition of Title. Prior to the Effective Date, County has received and reviewed that certain First Amended Preliminary Title Report Order No. _____ dated _____, 2022 (the “**City Preliminary Title Report**”), covering the City Property and issued by Title Company, a copy of which is attached hereto as Exhibit C. County hereby acknowledges that County has approved those exceptions listed in Schedule B of the City Preliminary Title Report. Those exceptions which County has approved on the City Preliminary Title Report are hereinafter referred to as the “**City Permitted Exceptions.**” The City Permitted Exceptions shall exclude any delinquent taxes or any taxes due and payable prior to the Closing and any other monetary liens or encumbrances on the City Property.

3.2 City Title Insurance Policy. At the option of County, and upon County’s specific request, at the Closing and as a condition thereto, the Title Company shall issue to County a policy of title insurance (the “**City Title Policy**”) as to all or any part of the City Property, containing the terms and provisions set forth in this Section 3.2. The City Title Policy shall be a CLTA Owner’s Policy (1987 Policy Form) in an amount determined by County, showing fee simple title to the City Property vested in County, subject only to non-delinquent taxes and

assessments, the City Permitted Exceptions, and such other matters as to which County may consent in writing. The premium for the City Title Policy and any costs in connection with the search and examination of title and/or for the issuance of the City Preliminary Title Report shall be paid by County. The City Title Policy shall be issued without reliance on any indemnity of City or any third party to induce Title Company to issue the City Title Policy, and the prior written consent of County shall not be required. If County so elects and the Title Company agrees, the City Title Policy may include such endorsements as County may reasonably request; provided however that all such endorsements shall be issued at County's sole cost and expense. In addition, if County so elects and the Title Company agrees to issue an ALTA Extended Coverage Owner's Policy (2006 Form), the "City Title Policy" as defined above shall be an ALTA rather than a CLTA policy, with all other elements remaining the same; provided however that such extended ALTA coverage and any costs in connection with such extended ALTA coverage shall be issued at County's sole cost and expense.

3.3 County Due Diligence. County shall have the right to perform due diligence, at County's sole expense, to investigate the suitability of the City Property for its intended uses, which may include, but is not limited to, environmental testing, review for conformity with State law and local codes, and review with State and local officials regarding use of the City Property ("**Due Diligence**"). The Due Diligence period shall be for a period of time mutually agreed upon by the Parties, whose agreement shall not be unreasonably withheld, but shall in no event be longer than sixty (60) days, except as provided in Section 6.1.2 below ("**Due Diligence Period**"). County may enter upon the City Property for purposes of Due Diligence. County shall indemnify and hold harmless City from and against any and all claims, liabilities, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and litigation expenses) caused by or arising out of the County's actions on the City Property during the Due Diligence Period. County shall have the absolute right during the Due Diligence Period to terminate the proposed Exchange for any reason whatsoever without constituting a default under this Agreement.

4. City's Approval of Condition of Title/Due Diligence.

4.1 City's Review of Condition of Title. Prior to the Effective Date, the City has received and reviewed that certain (i) Preliminary Title Report Order No. _____, dated _____, 2022, covering the County Property, issued by Title Company, a copy of which is attached hereto as Exhibit D ("**County Preliminary Title Report**"). City hereby acknowledges that City has approved those exceptions listed on the County Preliminary Title Report. Those exceptions which City has approved on the County Preliminary Title Reports are hereinafter referred to as the "**County Permitted Exceptions.**" The County Permitted Exceptions shall exclude any delinquent taxes or any taxes due and payable prior to the Closing and any other monetary liens or encumbrances on the County Property.

4.2 County Title Insurance Policy. At the option of the City, and upon the City's specific request, at the Closing and as a condition thereto, the Title Company shall issue to City policies of title insurance (collectively, the "**County Title Policy**") as to all or part of the County Property, containing the terms and provisions set forth in this Section 4.2. The County Title Policy shall be CLTA Owner's Policies (1987 Policy Form) in an amount determined by the City, showing fee simple title to the County Property vested in City, subject only to non-delinquent taxes and assessments, the County Permitted Exceptions, and such other matters as to which City

may consent in writing. The premium for the County Title Policy and any costs in connection with the search and examination of title and/or for the issuance of the County Preliminary Title Report shall be paid by the City. The County Title Policy shall be issued without reliance on any indemnity of County or any third party to induce Title Company to issue the County Title Policy, and prior written consent of City shall not be required. If City so elects and the Title Company agrees, the County Title Policy may include such endorsements, respectively and as applicable, as City may reasonably request; provided however that all such endorsements shall be issued at City's sole cost and expense. In addition, if City so elects and the Title Company agrees to issue one or more ALTA Extended Coverage Owner's Policies (2006 Form), the County Title Policy as defined above shall be an ALTA rather than CLTA policy, respectively and as applicable, with all other elements remaining the same; provided however that such extended ALTA coverage and any costs in connection with such extended ALTA coverage shall be issued at City's sole cost and expense.

4.3 City Due Diligence. City shall have the right to perform Due Diligence, at City's sole expense, to investigate the suitability of the County Property for its intended uses. The Due Diligence Period shall be for a period of time mutually agreed upon by the Parties, whose agreement shall not be unreasonably withheld, but shall in no event be longer than sixty (60) days, except as provided in Section 6.1.2 below. City may enter upon the County Property for purposes of Due Diligence. City shall indemnify and hold harmless County from and against any and all claims, liabilities, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and litigation expenses) caused by or arising out of the City's actions on the County Property during the Due Diligence Period. City shall have the absolute right during the Due Diligence Period to terminate the proposed Exchange for any reason whatsoever without constituting a default under this Agreement.

5. Conditions Precedent to Closing.

5.1 County's Conditions. Each of the following shall constitute a condition precedent to the obligations of County to effectuate the Closing and may be waived only by a written waiver executed by County and delivered to City:

5.1.1 Documents. The applicable documents described in Section 6.3.2 below shall have been delivered to County by City.

5.1.2 Title Policy. If requested by County, the Title Company shall be irrevocably committed to issue the City Title Policy upon the Closing.

5.1.3 Acceptance of Property. The County shall be satisfied, after reviewing Title and otherwise conducting Due Diligence as provided in Section 3.3, that the City Property is suitable for its intended uses and acceptable to County. Should County fail to terminate the Exchange within the Due Diligence Period as provided in Section 3.3, the City Property shall be deemed suitable and acceptable to County.

5.1.4 No Material Change. As of the Closing, there shall be no material change in the City Property that would materially impair County's use or development of the City Property.

5.1.5 Representations and Warranties. All of City's representations and warranties as set forth herein shall be true as of the Closing.

5.1.6 No Default. City shall not be in material default hereunder. If County does not give City written notice of City's default, for purposes of this Section 5.1.6 only, City shall be deemed not to be in default hereunder, and the Parties shall proceed with the Closing as though City were not in default. County's failure to give such notice to City shall not excuse performance by City of any obligation hereunder.

5.2 City's Conditions. Each of the following shall constitute a condition precedent to the obligations of City to effectuate the Closing and may be waived only by a written waiver executed by City and delivered to County:

5.2.1 Documents. Copies of the applicable documents described in Section 6.3.1 below shall have been delivered to City by County.

5.2.2 Title Policy. If requested by City, the Title Company shall be irrevocably committed to issue the County Title Policy upon the Closing.

5.2.3 Acceptance of Property. The City shall be satisfied, after reviewing Title and otherwise conducting Due Diligence as provided in Section 4.3, that the County Property is suitable for its intended uses and acceptable to the City. Should the City fail to terminate the Exchange within the Due Diligence Period as provided in Section 4.3, the County Property shall be deemed suitable and acceptable to the City.

5.2.4 No Material Change. As of the Closing, there shall be no material change in the County Property that would materially impair City's use or development of the County Property.

5.2.5 Representations and Warranties. All of County's representations and warranties as set forth herein shall be true as of the Closing.

5.2.6 No Default. County shall not be in material default hereunder. If City does not give County written notice of County's default, for purposes of this Section 5.2.6 only, County shall be deemed not to be in default hereunder, and the Parties shall proceed with the Closing as though County were not in default. City's failure to give such notice to County shall not excuse performance by County of any obligation hereunder.

6. Closing or Cancellation of Closing.

6.1 Closing Date.

6.1.1 Provided that this Agreement is not earlier terminated pursuant to the terms and provisions hereof and provided that all of the conditions precedent to the Closing have been satisfied or waived, the Parties agree that the Closing shall occur on or before _____, 2022 (the "**Closing Date**"), unless extended as described in Section 6.1.2; provided however, that in no event shall the Closing Date be later than _____, 2022 ("**Outside Date**"). By effectuating the closing, the Parties shall be deemed to have irrevocably committed to cause the Title Company to issue any requested County Title Policy and City Title Policy.

6.1.2 In the event that either Party believes it is necessary to extend the Closing Date in order to conduct additional Due Diligence as described in Sections 3 or 4, above, as applicable, that Party shall have the right to unilaterally extend the Closing Date by ten (10) days by providing written notice to the other Party before the Closing Date. Each Party shall only be entitled to one unilateral extension. The Parties may subsequently extend the Closing Date only by written agreement of both Parties, except that in no event shall the Closing Date be later than the Outside Date without the written agreement of both Parties.

6.1.3 In the event that the Closing fails to occur by the Outside Date, and neither Party is in default of its obligations hereunder, then the Party for whose benefit the non-satisfied condition exists may cancel the Closing by written notice to the other Party. In the event that, due to an “Event of Default” by a “Defaulting Party” (as the terms are defined in Section 8.1 below), the Closing fails to occur by the Outside Date, then without waiving any rights or remedies which the non-Defaulting Party may have against the Defaulting Party under Section 8 of this Agreement, the non-Defaulting Party may cancel the Closing upon written notice to the Defaulting Party. In the event that the non-Defaulting Party elects not to terminate this Agreement, then the non-Defaulting Party may pursue the remedies for such Event of Default as provided in Section 9 below.

6.2 Cancellation.

6.2.1 If, for any reason, the Closing is cancelled pursuant to Section 6.1.3 above, each Party shall return to the other Party delivering the same, all instruments which are then held by the Party in connection with the Exchange.

6.2.2 If the Closing is cancelled pursuant to Section 6.1.3 above and neither Party is in default of its obligations hereunder, this Agreement shall be deemed to be terminated (with the exception of those provisions which expressly state that they are to survive such termination). In such event, neither Party shall be obligated to the other to effectuate the Closing.

6.3 Items to be Delivered Prior to Closing.

6.3.1 County. On or before one (1) business day prior to the Closing Date, County shall execute and provide City with a copy of the following:

(a) The quitclaim deed conveying fee simple title to the County Property to the City (“**County Deed**”), in substantially the form of Exhibit E attached hereto;

(b) Such other documents as may be reasonably required by Title Company in order to issue the County Title Policy, if requested by the City, or otherwise required to transfer the County Property to City in accordance with the terms of this Agreement.

6.3.2 City. On or before one (1) business day prior to the Closing Date, City shall execute and provide County with a copy of the following:

(a) The quitclaim deed conveying fee simple title to the City Property to the County (“**City Deed**”), in substantially the form of Exhibit F attached hereto;

(b) Such other documents as may be reasonably required by Title Company in order to issue the City Title Policy, if requested, or otherwise required to transfer the City Property to County in accordance with the terms of this Agreement.

6.4 Closing Instructions. At such time as the conditions precedent to the Closing have been satisfied or waived, City shall:

6.4.1 Collate the counterparts of the Exchange Agreement into two fully executed counterparts;

6.4.2 Date, as of the Closing, all instruments calling for a date;

6.4.3 Record the City Deed, and the County Deed in the Official Records of Orange County, California ("**Official Records**");

6.4.4 Deliver to City the County Title Policy, and to County the City Title Policy, if so requested.

6.5 Post-Closing Matters. After the Closing, the City shall deliver the following:

6.5.1 To City: A copy, as recorded, of the deed for the County Property.

6.5.2 To County: A copy, as recorded, of the deed for the City Property.

6.5.3 To County Counsel, Counsel for County: Copies of all documents to be delivered to City pursuant to Section 6.5.1 above.

6.5.4 To City Attorney, Counsel for City: Copies of all documents to be delivered to County pursuant to Section 6.5.2 above.

7. Costs and Prorations.

7.1 Prorations. The Parties shall prorate all non-delinquent real property taxes and assessments, as applicable, as to the County Property between City and County as of the Closing based upon a 365-day year and based upon the latest available tax bill. The Parties agree that if such proration is inaccurate because the latest available tax bill does not represent the taxes actually assessed, then the Parties will, as soon as tax bills actually covering the period during which the Closing takes place are available, make such further adjustments as may be appropriate so that each Party shall have borne all taxes allocable to the period during which it was the owner of its respective property.

7.2 Title and Other Costs.

7.2.1 County shall pay the premium for the City Title Policy, if such policy is requested by the County, and City shall pay the premium for the County Title Policy, if such policy is requested by City.

7.2.2 City shall pay documentary transfer taxes, if any, as specified on the Documentary Transfer Tax Statement.

8. Representations and Warranties; Covenants.

8.1 County's Representations and Warranties. As a material inducement to City to enter into this Agreement, County makes the following covenants, representations and warranties to City set forth in this Section 8.1 as of the date hereof and as of the Close of the Closing.

8.1.1 Property Owner. County is the owner of the County Property and has the right, power and authority to transfer the same to City pursuant to this Agreement.

8.1.2 County's Authority to Execute Agreement. County is a political subdivision of the State of California. Neither the execution and delivery of this Agreement nor the performance or consummation of the transactions contemplated by this Agreement will result in any breach of or constitute a default under or conflict with any agreement, covenant, law, regulation, ordinance or obligation binding upon County. No approvals, authorizations or consents of any separate public body or of any person are necessary in connection herewith. County has the legal right, power and authority to enter into this Agreement and all documents, instruments or agreements referenced herein to be executed by County, and to consummate the transaction contemplated hereby. All individuals executing this Agreement and all other documents, instruments or agreements required hereunder, on behalf of County, have the legal right, power and actual authority to bind County to the terms and conditions hereof and thereof.

8.1.3 Compliance with Law. County has no knowledge and has received no notice (i) that the County Property is in violation of any applicable statutes, ordinances, and regulations, including those relating to environmental and health and safety requirements including those governing the storage, discharge, use and cleaning of toxic or hazardous substances and materials; (ii) of any presently pending or threatened action or proceeding under any environmental or health and safety statutes, ordinances, or regulations; or (iii) of the existence of any present or pending order or directive of any city, county, state, or federal authority, or any agency thereof, requiring that any work or repair, maintenance, improvement, or pollution or contamination abatement be performed on the County Property.

8.1.4 No Litigation. There are no actions, claims, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to the best of County's knowledge, threatened against County or the County Property or relating to or arising out of the ownership, management, condition, or operation of the County Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

8.1.5 No Mechanic's Liens. No work has been done upon, or materials delivered to, the County Property by or at the request of County, or with County's knowledge, which is not fully paid for, nor, to the best of County's knowledge, does any person, firm or corporation now have, nor, to the best of County's knowledge, will it have upon the giving of any notice or passage of time or otherwise, any mechanic's or materialman's lien rights with respect to the County Property or any part or parcel thereof.

8.1.6 No Adverse Agreements. There are no adverse possessors, tenancies or occupancy agreements affecting possession of the County Property, or any portion thereof, except as disclosed in this Agreement, nor has any option to purchase the County Property, or any portion thereof, been granted by County to any party. No party (other than the City pursuant to this Agreement) has the right to acquire the County Property.

8.1.7 No Bankruptcy Proceedings. County is not the subject of a bankruptcy, insolvency or similar proceeding.

8.1.8 Environmental Status. In accordance with California Health and Safety Code Section 25359.7, County warrants and represents to City that it is not aware that any release of Hazardous Materials has come to be located upon or under the County Property. Neither County nor, to the actual knowledge of County, without duty of inquiry, any third parties during the period of time the County Property has been owned by County have generated, handled, manufactured, stored, used, transported or discharged any Hazardous Materials on, in or under the County Property, the groundwater or any adjacent property. County is not aware of any underground storage tanks located on or under the County Property. As used herein, the term “Hazardous Materials” shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations promulgated thereto: (1) any “hazardous substance” within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“CERCLA”) 42 U.S.C. §9601, et seq. or the California Hazardous Substance Account Act, Cal. Health and Safety Code §25300 et seq. or the Porter-Cologne Water Quality Act, Cal. Water Code §13000 et seq. or the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; (2) any “hazardous waste” within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; or (3) any other substance, chemical, waste, toxicant, pollutant or contaminant regulated by any federal, state or local law, statute, rule, regulation or ordinance for the protection of health or the environment, including, without limitation, any petroleum products or fractions thereof.

8.1.9 AS-IS. County acknowledges that County has inspected the City Property and made its own independent investigation of the City Property. County further acknowledges that it is acquiring the City Property “AS-IS,” in reliance solely on its own inspection of the City Property and on City’s representations and warranties as set forth herein. City acknowledges it is conveying the land, structures, and vertical assets to the County.

8.2 City’s Representations and Warranties. As a material inducement to County to enter into this Agreement, City makes the following covenants, representations and warranties to County set forth in this Section 8.2 as of the date hereof and as of the Closing.

8.2.1 Property Owner and Property Interests. City is the owner of the City Property and has the right, power and authority to transfer the same to County pursuant to this Agreement.

8.2.2 City’s Authority to Execute Agreement. City is a duly organized, validly existing municipal corporation organized and existing under the laws of the State of California. Neither the execution and delivery of this Agreement nor the performance or

consummation of the transactions contemplated by this Agreement will result in any breach of or constitute a default under or conflict with any agreement, covenant, law, regulation, ordinance or obligation binding upon City. No approvals, authorizations or consents of any separate public body or of any person are necessary in connection herewith. City has the legal right, power and authority to enter into this Agreement and all documents, instruments or agreements referenced herein to be executed by City, and to consummate the transaction contemplated hereby. All individuals executing this Agreement and all other documents, instruments or agreements required hereunder, on behalf of City, have the legal right, power and actual authority to bind City to the terms and conditions hereof and thereof.

8.2.3 Compliance with Law. City has no knowledge and has received no notice (i) that the City Property is in violation of any applicable statutes, ordinances, and regulations, including those relating to environmental and health and safety requirements including those governing the storage, discharge, use and cleaning of toxic or hazardous substances and materials; (ii) of any presently pending or threatened action or proceeding under any environmental or health and safety statutes, ordinances, or regulations; or (iii) of the existence of any present or pending order or directive of any city, county, state, or federal authority, or any agency thereof, requiring that any work or repair, maintenance, improvement, or pollution or contamination abatement be performed on the City Property.

8.2.4 No Litigation. There are no actions, claims, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to the best of City's knowledge, threatened against City or the City Property or relating to or arising out of the ownership, management, condition, or operation of the City Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

8.2.5 No Mechanic's Liens. No work has been done upon, or materials delivered to, the City Property by or at the request of City, or with City's knowledge, which is not fully paid for, nor, to the best of City's knowledge, does any person, firm or corporation now have, nor, to the best of City's knowledge, will it have upon the giving of any notice or passage of time or otherwise, any mechanic's or materialman's lien rights with respect to the City Property or any part or parcel thereof.

8.2.6 No Adverse Agreements. There are no adverse possessors, tenancies or occupancy agreements affecting possession of the City Property, or any portion thereof, except as disclosed in this Agreement, nor has any option to purchase the City Property, or any portion thereof, been granted by City to any party. No party (other than the County pursuant to this Agreement) has the right to acquire the City Property.

8.2.7 No Bankruptcy Proceedings. City is not the subject of a bankruptcy, insolvency or similar proceeding.

8.2.8 Environmental Status. In accordance with California Health and Safety Code Section 25359.7, City warrants and represents to County that it is not aware that any release of Hazardous Materials has come to be located upon or under the City Property. Neither City nor, to the actual knowledge of City, without duty of inquiry, any third parties during the period of time the City Property has been owned by City have generated, handled, manufactured,

stored, used, transported or discharged any Hazardous Materials on, in or under the City Property, the groundwater or any adjacent property. City is not aware of any underground storage tanks located on or under the City Property. As used herein, the term “Hazardous Materials” shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations promulgated thereto: (1) any “hazardous substance” within the meaning of CERCLA 42 U.S.C. §9601, et seq. or the California Hazardous Substance Account Act, Cal. Health and Safety Code §25300 et seq. or the Porter-Cologne Water Quality Act, Cal. Water Code §13000 et seq. or the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; (2) any “hazardous waste” within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; or (3) any other substance, chemical, waste, toxicant, pollutant or contaminate regulated by any federal, state or local law, statute, rule, regulation or ordinance for the protection of health or the environment, including, without limitation, any petroleum products or fractions thereof.

8.2.9 AS-IS. City acknowledges that City has inspected the County Property and made its own independent investigation of the County Property. City further acknowledges that it is acquiring the County Property “AS-IS,” in reliance solely on its own inspection of the County Property and on County’s representations and warranties as set forth herein. County acknowledges it is conveying the land, structures, and vertical assets to the City.

8.3 County’s Covenants.

8.3.1 Operation of County Property. County shall not hypothecate, transfer, encumber or affirmatively take any other action with respect to the County Property which would render County unable to convey the County Property to City at the Closing or impair City’s intended use of the County Property as contemplated herein.

8.4 City’s Covenants.

8.4.1 Operation of City Property. City shall not hypothecate, transfer, encumber or affirmatively take any other action with respect to the City Property which would render City unable to convey the City Property to County at the Closing or impair County’s intended use of the City Property as contemplated herein.

9. Default.

9.1 Events of Default. The failure of a Party (the “**Defaulting Party**”) to perform any material act to be performed by such Party, to refrain from performing any material prohibited act, or to fulfill any condition to be fulfilled by such Party under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, within ten (10) days after written notice of such failure from the Non-Defaulting Party shall be an “**Event of Default**” by the Defaulting Party with respect to the Defaulting Party’s obligations hereunder; provided, however, that if more than ten (10) days are reasonably required in order to cure such Event of Default, then the Defaulting Party shall be entitled to a maximum of thirty (30) days to effect such cure, provided the Defaulting Party commences cure within such ten (10) day period and diligently proceeds to complete such cure within such thirty (30) day period.

9.2 Remedies. Upon the occurrence of any Event of Default by a Defaulting Party, the non-Defaulting Party shall have such rights or remedies available to it under this Agreement or at law or in equity.

10. Casualty Loss; Condemnation.

10.1 Notice Re: Condemnation or Casualty; Election. In the event that, prior to the Closing, all or any portion of the County Property or City Property is taken or proposed to be taken as a result of the exercise or proposed exercise of the power of eminent domain (a “**Condemnation Action**”), or all or any portion of the County Property or City Property is damaged by earthquake, flood or fire (a “**Casualty**”), then the Party that is the current property owner shall, within ten (10) days thereafter, give written notice of such Condemnation Action or Casualty to the other Party (“**Noticed Party**”). Such Noticed Party shall have thirty (30) days following receipt of such notice to elect in writing to accept or not to accept the County Property or City Property, as the case may be, subject to such Casualty or Condemnation Action. Failure of a Noticed Party to notify the other Party of its election within such thirty (30) day period shall be deemed an election not to accept the County Property or City Property, as the case may be, subject to such Casualty or Condemnation Action.

10.2 Termination of Agreement. In the event that a Noticed Party elects not to accept the County Property or City Property, as the case may be, subject to such Casualty or Condemnation Action as provided in Section 10.1 above, Noticed Party shall cancel the Closing by written notice to the Party that is the current property owner and this Agreement shall be deemed to be terminated (with the exception of those provisions which expressly state that they are to survive such termination). In such event, neither Party shall be obligated to the other to effectuate the Closing.

10.3 Proceeds of Condemnation or Casualty Insurance. In the event that a Noticed Party elects to accept the County Property or City Property, as the case may be, subject to a Casualty or Condemnation Action pursuant to Section 10.1 above, then the Party owning the property shall assign to the Noticed Party all rights, causes of action, claims, benefits, payments and awards arising from such Condemnation Action or Casualty (including, without limitation, any amount due from or paid by any insurance company or any other party as a result of the damage).

11. Possession. Possession of the County Property shall be delivered to City upon the Closing, subject only to the County Permitted Exceptions. Possession of the City Property shall be delivered to County upon the Closing, subject only to the City Permitted Exceptions.

12. Brokerage Commissions. Each Party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder’s fee or other compensation based upon the transaction contemplated hereby and each Party shall indemnify and hold harmless the other Party from and against any and all claims, liabilities, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and litigation expenses) caused by or arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by such Party to a commission, finder’s fee or other compensation based upon the transaction contemplated hereby. The obligations of County

and City pursuant to this Section 12 shall survive beyond the Closing or if the Closing is cancelled, beyond any termination of this Agreement.

13. Miscellaneous.

13.1 Notices. All notices or other communications between County and City required or permitted hereunder shall be in writing and personally delivered or sent by certified mail, return receipt requested and postage prepaid, sent by reputable overnight courier (such as Federal Express, UPS or DHL), or transmitted by electronic facsimile transmission (with electronic confirmation of receipt), to the following addresses:

If to City:	City of Santa Ana Clerk of the City Council 20 Civic Center Plaza (M-30) PO Box 1988 Santa Ana, California 92702
If to County:	County of Orange CEO Real Estate 333 West Santa Ana Blvd., 3 rd Floor Telefacsimile No.: (714) 834-2359 Attention: Chief Real Estate Officer

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. or otherwise on the day following personal delivery, or when received, if transmitted by electronic facsimile transmission (with electronic confirmation of receipt), or two (2) business days following the date the notice is postmarked, if mailed, or on the day following delivery to the applicable overnight courier, if sent by overnight courier. Either Party may change the address to which notices are to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

13.2 Time of the Essence. Time is of the essence for this Agreement and each and every term and provision hereof.

13.3 Interpretation; Governing Law. This Agreement shall be construed as if prepared by both Parties. This Agreement shall be construed, interpreted and governed by the laws of the State of California and the laws of the United States of America prevailing in California.

13.4 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

13.5 Performance of Acts on Business Days. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. In the event that the final date for payment of any amount or performance of any act hereunder falls on a Saturday,

Sunday or holiday, such payment may be made or act performed on the next succeeding business day.

13.6 Attorneys' Fees. In the event of any legal action or other proceeding between the Parties regarding this Agreement, any of the documents attached hereto as exhibits, the County Property or the City Property (an “**Action**”), each Party shall be responsible for its own attorneys' fees, court costs and litigation expenses.

13.7 Further Assurances; Survival. Each Party will, whenever and as often as it shall be requested to do so by the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be necessary to carry out the intent and purpose of this Agreement.

13.8 Entire Agreement; Amendments. This Agreement, together with the other written agreements referred to herein, is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. As such, this Agreement supersedes any prior understandings between the Parties as to the subject matter hereof only (*e.g.*, the ownership and exchange of the County Property and City Property), whether oral or written, including but not limited to the 1987 Development Agreement. Any amendments to this Agreement shall be in writing and shall be signed by all Parties hereto.

13.9 No Waiver. A waiver by either Party hereto of a breach of any of the covenants or agreements hereof to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

13.10 Assignment. Neither Party hereto shall assign its rights under this Agreement without the prior written consent of the other Party, which consent may be given or withheld in such Party's sole discretion.

13.11 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, representatives, successors and permitted assigns.

13.12 Headings; Cross-References; Exhibits. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All cross-references in this Agreement, unless specifically directed to another agreement or document, shall refer to provisions in this Agreement and shall not be deemed to be references to any other agreements or documents. Each of the exhibits attached to this Agreement is hereby incorporated into this Agreement by this reference.

13.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

13.14 Effective Date. This Agreement shall become effective on the date (the “Effective Date”) this Agreement is executed by the last of the persons required to bind the Parties hereto as set forth opposite their respective signatures below.

13.15 Special Condition. Notwithstanding any other term or provision to the contrary set forth in this Agreement, in no event shall this Agreement be interpreted to require a transfer of real property by either **Party** unless all properties that together comprise the City Property and the County Property are deemed suitable for transfer by both Parties, and are actually transferred to the other Party under the terms of this Agreement at the Closing.

[Signatures Included on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth opposite their respective signatures below.

Dated: _____

CITY:

CITY OF SANTA ANA,
a California municipal corporation

By: _____

Name: Kristine Ridge

Title: City Manger

Approved as to Form:

CITY ATTORNEY

By: _____

Name: _____

Dated: _____

COUNTY:

COUNTY OF ORANGE
a political subdivision of the State of California

By: _____

Chairman of the Board of Supervisors
Orange County, California

Approved as to Form:

COUNTY COUNSEL

By: _____

Name: _____

Signed and certified that a copy of this document
has been delivered to the Chair of the Board per
G.C. Sec. 25103, Resolution 79-1535

Attest:

Robin Stieler
Clerk of the Board of Supervisors
Orange County, California

EXHIBIT A

Legal Description of County Property

All that certain real property situated in the City of Santa Ana, County of Orange, State of California, more particularly described as follows:

(Attached hereto and made part hereof)

DRAFT

EXHIBIT A



Issuing Policies of Chicago Title Insurance Company

ORDER NO.: **00175931-994-LT2-1TW**

Main Office Line: **(213) 488-4300**

OC Public Works
601 N. Ross Street
Santa Ana, CA 92701
ATTN: Scott Heinrichs
Email: Scott.Heinrichs@ocpw.ocgov.com
REF:

Title Officer: Ted Tan/Jennifer Wright (LA/Comm)
Title Officer Phone: (213) 488-4394
Title Officer Fax: (213) 488-4360
Title Officer Email: TeamX77@ctt.com

PROPERTY: **APN, SANTA ANA, CA**

PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago 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 Chicago Title Insurance Company, a Florida 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.

Chicago Title Company

By: 

Authorized Signature



By:


Michael J. Nolan
President

ATTEST:


Marjorie Nemzura
Secretary



PRELIMINARY REPORT

EFFECTIVE DATE: April 14, 2022 at 7:30 a.m.

ORDER NO.: 00175931-994-LT2-1TW

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

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

Fee Estate

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS [VESTED IN:](#)

The City of Santa Ana, a charter city and municipal corporation under the constitution and laws of the State of California, as to Parcel A; and

County of Orange, a body corporate and politic, as to Parcels B and C

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

See Exhibit A attached hereto and made a part hereof.

EXHIBIT "A"

LEGAL DESCRIPTION

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

PARCEL A: (008-036-35)

PARCEL 1:

THAT PORTION OF FORD'S ADDITION, GREENLEAF TRACT, AND STOUT'S ADDITION, AS PER MAPS RECORDED IN [BOOK 25, PAGE 62](#) AND [BOOK 25, PAGE 49](#) OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA AND IN [BOOK 6, PAGE 28](#) OF MISCELLANEOUS MAPS, RESPECTIVELY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, LYING EASTERLY OF THE EASTERLY LINE OF THAT CERTAIN LAND DESCRIBED IN THE DEED TO COUNTY OF ORANGE RECORDED MARCH 24, 1966, IN [BOOK 7879, PAGE 504](#) OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER.

TOGETHER WITH THAT PORTION OF VAN NESS STREET AS ABANDONED PER RESOLUTION NO. 57-264, DATED OCTOBER 21, 1957 BY THE SANTA ANA CITY COUNCIL AND RECORDED OCTOBER 25, 1957 IN [BOOK 4082, PAGE 105](#) OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER.

TOGETHER WITH THAT PORTION OF THE ABANDONED ALLEY AS SHOWN ON SAID FORD'S ADDITION, AS PER MAP RECORDED IN [BOOK 25, PAGE 62](#) OF MISCELLANEOUS RECORDS, OF LOS ANGELES COUNTY, AS ABANDONED PER RESOLUTION NO. 60-71, DATED APRIL 18, 1960, BY THE SANTA ANA CITY COUNCIL, RECORDED APRIL 21, 1960 IN [BOOK 5210, PAGE 415](#) OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER.

TOGETHER WITH THAT PORTION OF SIXTH STREET AS ABANDONED PER RESOLUTION NO. 69-27, DATED FEBRUARY 16, 1969 BY THE SANTA ANA CITY COUNCIL, RECORDED FEBRUARY 19, 1969, IN [BOOK 8878, PAGE 863](#) OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND BOUNDED ON THE WEST BY THE EASTERLY LINE OF THAT CERTAIN LAND DESCRIBED IN THE DEED TO THE COUNTY OF ORANGE, RECORDED AUGUST 30, 1965, IN [BOOK 7648, PAGE 672](#) OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; BOUNDED ON THE EAST BY A LINE LYING 117.00 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF THE LAND DESCRIBED IN SAID DEED; BOUNDED ON THE NORTH THE BY EASTERLY EXTENSION OF THE NORTHERLY LINE OF THE LAND DESCRIBED IN SAID DEED; AND BOUNDED ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF THE LAND DESCRIBED IN SAID DEED.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE LAND CONVEYED TO THE ORANGE COUNTY CIVIC CENTER AUTHORITY PER DEED RECORDED IN [BOOK 7978, PAGE 15](#) OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THAT CERTAIN LAND DESCRIBED IN THE DEED TO THE COUNTY OF ORANGE AS RECORDED IN [BOOK 7879, PAGE 504](#) OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LAND 239.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG SAID EASTERLY LINE 126.00 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST MENTIONED COURSE TO A LINE PARALLEL WITH AND 70.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF SAID LAND; THENCE NORTHERLY ALONG SAID LAST MENTIONED PARALLEL LINE 126.00 FEET; THENCE WESTERLY, 70.00 FEET TO THE TRUE POINT OF BEGINNING.

**EXHIBIT A
(Continued)**

ALSO EXCEPTING THEREFROM THE NORTHERLY 31 FEET OF THE SAID LAND.

ALSO EXCEPTING THEREFROM THE EASTERLY 5 FEET OF SAID LAND.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE RANCHO SANTIAGO DE SANTA ANA, IN THE CITY OF SANTA ANA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 28 FEET WEST FROM THE SOUTHEAST CORNER OF LOT 3 OF THE GREENLEAF TRACT, IN THE CITY OF SANTA ANA, AS SHOWN ON A MAP RECORDED IN [BOOK 25, PAGE 49](#) OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, AND RUNNING THENCE WEST 95.75 FEET; THENCE SOUTH 50 FEET; THENCE EAST 95.75 FEET; AND THENCE NORTH 50 FEET TO THE POINT OF BEGINNING.

SAID LAND IS ALSO KNOWN AS A PORTION OF LOT B OF STOUT'S ADDITION TO SANTA ANA, IN THE CITY OF SANTA ANA, AS SHOWN ON A MAP RECORDED IN [BOOK 6, PAGE 28](#) OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION OF RANCHO SANTIAGO DE SANTA ANA, IN THE CITY OF SANTA ANA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 219 FEET SOUTH AND 148.75 FEET WEST OF THE INTERSECTION OF THE CENTERLINES OF ROSS STREET AND HICKEY STREET NOW KNOWN AS CIVIC CENTER DRIVE, AS SAID STREETS ARE SHOWN ON A MAP OF STOUT'S ADDITION TO SANTA ANA, RECORDED IN [BOOK 6, PAGE 28](#) OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, SAID POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF LOT A AS SHOWN ON SAID MAP; THENCE WEST 145.75 FEET TO A POINT IN VAN NESS AVENUE; THENCE NORTH PARALLEL WITH THE EAST LINE OF VAN NESS AVENUE, 44 FEET; THENCE EAST 145.75 FEET TO A POINT DISTANT 148.75 FEET FROM THE CENTER LINE OF ROSS STREET, AS SHOWN ON SAID MAP; THENCE SOUTH 44 FEET TO THE POINT OF BEGINNING.

A PORTION OF SAID LAND IS ALSO KNOWN AS LOT A OF STOUT'S ADDITION TO SANTA ANA, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN [BOOK 6, PAGE 28](#) OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE LAND CONVEYED TO THE STATE OF CALIFORNIA, ACTING THROUGH THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS PER DEED RECORDED SEPTEMBER 26, 2007, AS [INSTRUMENT NO. 2007-582904, OF OFFICIAL RECORDS](#), AS DESCRIBED THEREIN.

PARCEL 2:

ALL THAT CERTAIN LAND IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF SIXTH STREET AS ABANDONED PER RESOLUTION 69-27 BY THE SANTA ANA CITY COUNCIL, RECORDED IN [BOOK 8878, PAGE 863](#) OF OFFICIAL RECORDS, AND A PORTION OF THE LAND CONVEYED TO THE COUNTY OF ORANGE PER DEED RECORDED IN [BOOK 7879, PAGE 504](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LAND CONVEYED TO THE COUNTY OF ORANGE; THENCE SOUTHERLY ALONG THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF SAID LAND 30.00 FEET TO THE CENTERLINE OF SIXTH STREET AS ABANDONED BY SAID RESOLUTION 69-27; THENCE WESTERLY ALONG SAID CENTERLINE OF SIXTH STREET 60.00 FEET; THENCE NORTHERLY PARALLEL WITH SAID EASTERLY LINE, AND ITS SOUTHERLY EXTENSION, 147.00 FEET; THENCE

EXHIBIT A
(Continued)

EASTERLY PARALLEL WITH SAID CENTERLINE OF SIXTH STREET, 60.00 FEET TO SAID EASTERLY LINE; THENCE SOUTHERLY 117.00 FEET TO THE POINT OF BEGINNING.

PARCEL B: (008-036-39)

THAT PORTION OF THE LAND ALLOTTED TO JULIAN CHAVEZ, AS DESCRIBED IN THE FINAL DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1858, IN BOOK "B", PAGE 410 OF JUDGMENTS OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF CHILTON TRACT ADDITION TO SANTA ANA, AS SHOWN ON A MAP RECORDED IN [BOOK 34, PAGE 93](#), OF MISCELLANEOUS MAPS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, AND THAT PORTION OF VISEL'S ADDITION, AS SHOWN ON A MAP RECORDED IN [BOOK 3, PAGE 17](#) OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND THAT PORTION OF GEORGE W. FORD'S ADDITION TO SANTA ANA, AS SHOWN ON A MAP RECORDED IN [BOOK 25, PAGE 62](#) OF MISCELLANEOUS MAPS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, AND THAT PORTION OF GARNSEY STREET, PARTON STREET, SIXTH STREET AND THE ALLEY LYING IN SAID VISEL'S ADDITION AND THE ALLEY LYING IN SAID FORD'S ADDITION, ALL ABANDONED, LYING WITHIN THE DISTINCTIVE, SOLID BOUNDARY LINES OF RECORD OF SURVEY 95-1031, AS PER MAP FILED IN [BOOK 149, PAGE\(S\) 49](#) AND 50 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENTED INTERSECTION OF THE CENTERLINES OF SIXTH STREET, (ABANDONED AND PARTON STREET (ABANDONED) AS SHOWN ON A MAP OF RECORD OF SURVEY 95-1031 FILED IN [BOOK 149, PAGE\(S\) 49](#) AND 50 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY; THENCE NORTH 00° 00' 00" WEST, ALONG THE CENTERLINE OF SAID PARTON STREET, A DISTANCE OF 339.35 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN LAND DESCRIBED AS "LIBRARY PROPERTY" IN THE PARKING FACILITIES LEASE AGREEMENT BETWEEN THE COUNTY OF ORANGE AND ORANGE COUNTY PUBLIC FACILITIES CORPORATION RECORDED DECEMBER 22, 1987, AS [INSTRUMENT NO. 87-703744, OF OFFICIAL RECORDS](#) OF SAID ORANGE COUNTY; THENCE SOUTH 89° 58' 44" EAST, ALONG THE SOUTH LINE OF SAID "LIBRARY PROPERTY" A DISTANCE OF 137.17 FEET TO A POINT ON THE MOST EASTERLY MONUMENTED COURSE OF THE LINE DESIGNATED AS "SURVEY LINE" ON SAID RECORD OF SURVEY SHOWN THEREIN AS HAVING A BEARING OF NORTH 00° 03' 16" EAST AND A DISTANCE OF 90.70 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 00° 03' 16" EAST, ALONG SAID COURSE, A DISTANCE OF 23.87 FEET TO THE NORTHERLY TERMINUS THEREOF; THENCE CONTINUING ALONG SAID SURVEY LINE NORTH 89° 56' 44" WEST A DISTANCE OF 27.60 FEET; THENCE NORTH 00° 03' 16" EAST A DISTANCE OF 17.50 FEET; THENCE NORTH 89° 56' 44" WEST A DISTANCE OF 35.20 FEET; THENCE NORTH 00° 03' 16" EAST A DISTANCE OF 52.20 FEET; THENCE NORTH 89° 56' 44" WEST A DISTANCE OF 0.50 FEET; THENCE NORTH 00° 03' 16" EAST A DISTANCE OF 58.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 101.13 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID SURVEY LINE, THROUGH A CENTRAL ANGLE OF 74° 30' 07" A DISTANCE OF 131.50 FEET TO THE INTERSECTION OF SAID SURVEY LINE WITH THE CENTERLINE OF SAID PARTON STREET AND THE WEST LINE OF SAID "LIBRARY PROPERTY"; THENCE NORTH 00° 00' 00" EAST, ALONG THE CENTERLINE OF SAID PARTON STREET AND ALONG THE WEST LINE OF SAID "LIBRARY PROPERTY", A DISTANCE OF 26.84 FEET TO A POINT ON THE NORTH LINE OF THAT CERTAIN LAND DESCRIBED AS PARCEL NO. 3.11 IN THE QUITCLAIM DEED FROM THE ORANGE COUNTY CIVIC CENTER AUTHORITY TO THE COUNTY OF ORANGE RECORDED MARCH 3, 1994, AS [DOCUMENT NO. 94-0153374, OF OFFICIAL RECORDS](#) OF SAID ORANGE COUNTY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID "LIBRARY PROPERTY"; THENCE SOUTH 89° 55' 45" EAST (SOUTH 89° 56' 19" EAST, RECORD PER SAID [DOCUMENT NO. 94-0153374](#)), ALONG THE NORTH LINE OF SAID "LIBRARY PROPERTY" AND ALONG THE NORTH LINE OF SAID PARCEL NO. 3.11, PARALLEL WITH THE 56.00 FEET SOUTHERLY OF THE CENTERLINE OF

**EXHIBIT A
(Continued)**

CIVIC CENTER DRIVE, A DISTANCE OF 147.00 FEET TO THE NORTHERLY MOST NORTHEAST CORNER OF SAID PARCEL NO. 3.11; THENCE SOUTH 00° 00' 00" WEST, ALONG THE EAST LINE OF SAID PARCEL NO. 3.11, A DISTANCE OF 239.00 FEET; THENCE NORTH 90° 00' 00" EAST A DISTANCE OF 70.00 FEET; THENCE SOUTH 00° 00' 00" WEST A DISTANCE OF 37.75 FEET TO THE POINT OF INTERSECTION OF THE EAST LINE OF SAID PARCEL NO. 3.11 WITH THE SOUTH LINE OF SAID "LIBRARY PROPERTY", SAID POINT BEARING SOUTH 89° 58' 44" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 58' 44" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 79.83 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AND SHOWN IN THAT CERTAIN GRANT DEED TO THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS, IN DEED RECORDED JULY 13, 2012, AS [INSTRUMENT NUMBER 2012-397238, OF OFFICIAL RECORDS](#).

EXCEPTING THEREFROM THAT PORTION DESCRIBED AND SHOWN IN THAT CERTAIN GRANT DEED TO THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS, IN DEED RECORDED JULY 13, 2012, AS [INSTRUMENT NUMBER 2012-397239, OF OFFICIAL RECORDS](#)

PARCEL C: (008-067-46)

SOUTH HALF OF SIXTH STREET AS ABANDONED PER RESOLUTION NO. 69-27, DATED FEBRUARY 16, 1969 BY THE SANTA ANA CITY COUNCIL, RECORDED FEBRUARY 19, 1969, IN [BOOK 8878, PAGE 863](#) OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER, BOUNDED ON THE EAST AND WEST BY NORTHERLY PROLONGATION OF EASTERLY AND WESTERLY LINES OF BLACK F OF ROSS ADDITION TO SANTA ANA, AS SHOWN ON MAP RECORDED IN [BOOK 3 PAGES 534](#) AND 535 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY.

THE LEGAL DESCRIPTION PARCEL C SHOWN ABOVE HAS NOT BEEN CREATED OF RECORD AND IS SUBJECT TO THE APPROVAL OF OUR ENGINEERING DEPARTMENT. SAID DESCRIPTION MAY NOT BE USED IN VIOLATION OF THE SUBDIVISION MAP ACT.

[APN: 008-036-35](#), -39, 008-067-46

EXCEPTIONS

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. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2022-2023.
- B. There were no taxes levied for the fiscal year 2021-2022 as the property was vested in a public entity.
- Tax Identification No.: 008-036-39
- Tax Identification No.: 008-067-46
- C. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, 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.

THE FOLLOWING MATTERS AFFECT PARCEL A:

2. An easement for the purpose shown below and rights incidental thereto as set forth in a document
- Granted to: Southern California Edison Company, a Corporation
Purpose: Public utilities
Recorded: July 15, 1959 in [Book 4799, Page 557](#) of Official Records
Affects: said land more particularly described therein.
3. An easement for the purpose shown below and rights incidental thereto as set forth in a document
- Granted to: Southern California Edison Company, a Corporation
Purpose: Public utility
Recorded: February 29, 1960 in [Book 5122, Page 331](#) of Official Records
Affects: said land more particularly described therein.
4. The terms, provisions and conditions and contained in that certain Agreement entitled "Joint Exercise of Powers Agreement between the City of Santa Ana and the County of Orange Creating the Orange County Civic Center Authority", recorded August 17, 1966 in [Book 8022, Page 335](#) of Official Records, and as amended by an Agreement dated for convenience as of June 10, 1970, recorded December 29, 1971 in [Book 9946, Page 76](#) of Official Records and as further amended by an Agreement dated for convenience as of December 22, 1970, recorded December 29, 1971 in [Book 9946, Page 84](#) of Official Records, and amended by agreement recorded November 20, 1970 in [Book 9466, Page 320](#) of Official Records, to which record reference is hereby made for full particulars.

**EXCEPTIONS
(Continued)**

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Purpose: Potable water main, utilities
Recorded: February 19, 1969 as Instrument No. 11306 in [book 8878 page 863](#) of Official Records
Affects: That portion of said land lying within a portion of vacated Sixth Street, Garnsey Street and Parton Street

A document subject to all the terms, provisions and conditions therein contained.

Entitled: Encroachment Agreement
Recorded: February 2, 1993 as [Instrument No. 93-073023, of Official Records](#)

A document subject to all the terms, provisions and conditions therein contained.

Entitled: Easement Amendment and Encroachment Agreement
Recorded: July 11, 2007 as [Instrument No. 2007000434462, of Official Records](#)

6. A document subject to all the terms, provisions and conditions therein contained.

Entitled: Joint Use Agreement
Dated: August 17, 1971
By and between: County of Orange, a Body Corporate and Politic and the City of Santa Ana, a Municipal Corporation
Recorded: August 26, 1971 in [Book 9779, Page 72](#) of Official Records

Reference is made to said document for full particulars.

7. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: Southern California Edison Company, a Corporation
Purpose: Public utilities
Recorded: January 31, 1989 as [Instrument No. 89-054223 of Official Records](#)
Affects: said land more particularly described therein.

EXCEPTIONS (Continued)

8. A lease with certain terms, covenants, conditions and provisions set forth therein.

Lessor: The City of Santa Ana
Lessee: Orange County Public Facilities Corporation
Recorded: July 31, 1991 as [Instrument No. 91-404171 of Official Records](#)

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

The matters contained in a document entitled "Assignment Agreement" by and between Orange County Public Facilities Corporation and Bank of America National Trust and Savings Association recorded July 31, 1991 as [Instrument No. 91-404174 of Official Records](#).

Reference is made to said document for full particulars.

The matters contained in a document entitled "Assignment of Assignment Agreement" by and between Bank of America National Trust and Savings Association and First Trust of California, National Association recorded May 2, 1995 as [Instrument No. 95-0186673 of Official Records](#).

Reference is made to said document for full particulars.

9. An lease with certain terms, covenants, conditions and provisions set forth therein.

Lessor: City of Santa Ana, a Municipal Corporation
Lessee: Santa Ana Financing Authority, a Joint Powers Authority
Disclosed by: Ground Lease
Recorded: March 22, 1994 as [Instrument No. 94-0201357 of Official Records](#)

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

An agreement to amend or modify certain provisions of said lease, as set forth in the document executed by

As Lessor: Santa Ana Financing Authority
As Lessee: Meridian Trust Company, as Trustee
Recorded: March 22, 1994 as [Instrument No. 94-0201359 of Official Records](#)

10. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: Southern California Edison Company, a Corporation
Purpose: Public utilities
Recorded: January 14, 1999 as [Instrument No. 19990028200 of Official Records](#)
Affects: said land more particularly described therein.

11. Matters contained in that certain document

Entitled: Memorandum of Agreement
Recording Date: January 24, 2006
[Recording No: 2006-52301](#), of or4

Reference is hereby made to said document for full particulars.

EXCEPTIONS (Continued)

12. Matters contained in that certain document

Entitled: Easement Deed and Agreement
Dated: March 11, 2008
Executed by: City of Santa Ana and the County of Orange
Recording Date: March 18, 2008
[Recording No: 2008000124173, Official Records](#)

Reference is hereby made to said document for full particulars.

13. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Site and Facility Lease
Lessor: City of Santa Ana
Lessee: Santa Ana Financing Authority
Recording Date: June 17, 2014
[Recording No: 2014000238201, Official Records](#)

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein

14. An unrecorded sublease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Lease Agreement
Lessor: Santa Ana Financing Authority
Lessee: City of Santa Ana
Recording Date: June 17, 2014
[Recording No: 2014000238202, Official Records.](#)

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein

The matters contained in a document entitled "Assignment Agreement" by and between Santa Ana Financing Authority and U.S. Bank National Association, as agent of TPB Investments, Inc., a wholly owned subsidiary of Western Alliance Bank, an Arizona corporation, Compass Mortgage Corporation, an Alabama corporation, and Capital One Public Funding, LLC, and their successors and assigns recorded June 17, 2014 as [Instrument No. 2014000238203, of Official Records.](#)

Reference is made to said document for full particulars.

15. Matters contained in that certain document

Entitled: Second Easement Deed and Agreement
Recording Date: August 18, 2016
[Recording No: 2016-391498, of Official Records](#)

Reference is hereby made to said document for full particulars.

THE FOLLOWING MATTERS AFFECT PARCEL B:

EXCEPTIONS (Continued)

16. An easement for the purpose shown below and rights incidental thereto as set forth in a document
- Granted to: The City of Santa Ana, a Municipal Corporation
Purpose: water line
Recorded: June 28, 1924, in [Book 529, Page 292](#), of Deeds
Affects: the South 2 feet of Lot 4, Block "B" of the Chilton Tract
17. An easement for the purpose shown below and rights incidental thereto as set forth in a document
- Granted to: The Pacific Telephone and Telegraph Company
Purpose: Public utilities
Recorded: November 9, 1948, in [Book 1727, Page 88](#), of Official Records
Affects: The East 3 feet of Lot 10, 11 and 12, Block "B" of the Chilton tract
18. An easement for the purpose shown below and rights incidental thereto as reserved in a document
- Purpose: aerial and underground telephone, telegraph and communication structures
Recorded: June 5, 1968, in [Book 8622, Page 220](#), of Official Records
Affects: The Northerly 5 feet of the Southerly 29 feet measured from the centerline of Sixth Street (now abandoned) between Flower and Garnsey Streets as shown on a map filed in [Book 85, Page 2](#), Records of Survey.
19. An easement for the purpose shown below and rights incidental thereto as reserved in a document
- Purpose: gas lines
Recorded: June 5, 1968, in [Book 8622, Page 220](#), of Official Records
Affects: the Northerly 5 feet of the Southerly 26.50 feet measured from the centerline of Sixth Street (now abandoned) between Flower and Garnsey Street as shown on a map filed in [Book 85, Page 2](#), Records of Survey.
20. An easement for the purpose shown below and rights incidental thereto as reserved in a document
- Purpose: water main
Recorded: June 5, 1968, in [Book 8622, Page 220](#), of Official Records
Affects: The Southerly 10 feet of the Northerly 25 feet measured from the centerline of Sixth Street (now abandoned) between Flower and Garnsey Streets as shown on a map filed in [Book 85, Page 2](#), Records of Survey.

EXCEPTIONS (Continued)

21. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Purpose: Potable water main, utilities
Recorded: February 19, 1969 as Instrument No. 11306 in [book 8878 page 863](#) of Official Records
Affects: That portion of said land lying within a portion of vacated Sixth Street, Garnsey Street and Parton Street

A document subject to all the terms, provisions and conditions therein contained.

Entitled: Encroachment Agreement
Recorded: February 2, 1993 as [Instrument No. 93-073023, of Official Records](#)

A document subject to all the terms, provisions and conditions therein contained.

Entitled: Easement Amendment and Encroachment Agreement
Recorded: July 11, 2007 as [Instrument No. 2007000434462, of Official Records](#)

22. An easement for the purpose shown below and rights incidental thereto as reserved in a document

Purpose: aerial and underground telephone, telegraph and communication structures
Recorded: February 19, 1969, in [Book 8878, Page 863](#), of Official Records
Affects: The Northerly 10 feet of the Southerly 30 feet measured from the centerline of sixth Street (now abandoned) between Flower and Ross Streets as shown on a map recorded in [Book 3, Page\(s\) 534](#) and 535, of Official Records, of Los Angeles County, California.

23. The matters contained in a document entitled "Joint Use Agreement" by and between The County of Orange and the City of Santa Ana, recorded August 26, 1971, in [Book 9779, Page 72](#), of Official Records.

Reference is made to said document for full particulars.

24. Any discrepancies that may be disclosed by Record of Survey Map No. 1284 on file in [Book 149, page\(s\) 49](#) and 50 of Records of Survey, Orange County Records.

Reference is made to said map for further particulars.

25. Any discrepancies that may be disclosed by Record of Survey Map No. 95-1031 on file in [Book 75, page\(s\) 48](#) of Records of Survey, Orange County Records.

Reference is made to said map for further particulars.

26. Matters contained in that certain document

Entitled: Memorandum of Transfer and Joint Occupancy Agreements
Recording Date: December 28, 2009
[Recording No. 2009-693763, of Official Records](#)

Reference is hereby made to said document for full particulars.

EXCEPTIONS (Continued)

27. Matters contained in that certain document

Entitled: Grant of Access Easement
Recording Date: July 13, 2012
Recording No: [2012-397240, of Official Records](#)

Reference is hereby made to said document for full particulars.

28. Matters contained in that certain document

Entitled: Easement Deed and Agreement
Recording Date: August 18, 2016
Recording No: [2016-391497, of Official Records](#)

Reference is hereby made to said document for full particulars.

THE FOLLOWING MATTERS AFFECT PARCEL C:

29. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Purpose: Potable water main
Recorded: June 5, 1968 as Instrument No. 2519 in [book 8622 page 220](#) of Official Records
Affects: That portion of said land lying within a portion of vacated Sixth Street

30. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Purpose: Potable water main, utilities
Recorded: February 19, 1969 as Instrument No. 11306 in [book 8878 page 863](#) of Official Records
Affects: That portion of said land lying within a portion of vacated Sixth Street, Garnsey Street and Parton Street

A document subject to all the terms, provisions and conditions therein contained.

Entitled: Encroachment Agreement
Recorded: February 2, 1993 as [Instrument No. 93-073023, of Official Records](#)

A document subject to all the terms, provisions and conditions therein contained.

Entitled: Easement Amendment and Encroachment Agreement
Recorded: July 11, 2007 as [Instrument No. 2007000434462, of Official Records](#)

31. A document entitled "Joint Use Agreement", dated August 17, 1971 executed by County of Orange, and the City of Santa Ana, subject to all the terms, provision(s) and conditions therein contained, recorded [August 26, 1971 as instrument no. 24678 in book 9779 page 72](#) of Official Records

Among other things, said document provides:

For Central Utility Distribution System

EXCEPTIONS (Continued)

32. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;
- Purpose: Utility
Recorded: May 9, 1978 as Instrument No. 13610 in [book 12667 page 1820](#) of Official Records
Affects: That portion of said land lying within a portion of vacated Sixth Street
33. Easements affecting said land and rights incidental thereto as disclosed by a map attached to the Quitclaim Deed referenced below,
- Recorded: March 3, 1994 as [Instrument No. 94-153374 of Official Records](#)
Affects: Those portions of said land as shown on the map attached to said deed
34. A document subject to all the terms, provisions and conditions therein contained.
- Entitled: Memorandum of Transfer and Joint Occupancy Agreement
Recorded: December 28, 2009 as [Instrument No. 2009-000693763, of Official Records](#)
35. Right of way over a portion of said land, as granted to Martha P. Rush and Benjamin L. Glazner, et ux., by deed recorded in [Book 418 Page 45](#) of Deeds, records of said Orange County.

THE FOLLOWING MATTERS AFFECT ALL PARCELS:

36. The fact that said land 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: Redevelopment of the Project Area of the City of Santa Ana Community Redevelopment Plan
Recorded: July 18, 1973, in [Book 10807, Page 9](#), of Official Records
- An agreement to modify the terms and provisions of the said document, as therein provided
- Recording Date: October 20, 2004
[Recording No:](#) [2004-948360, of Official Records](#)
- An agreement to modify the terms and provisions of the said document, as therein provided
- Recording Date: December 20, 2007
[Recording No:](#) [2007-744244, of Official Records](#)
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.
38. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

**EXCEPTIONS
(Continued)**

39. 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.

40. The Company will require that a full copy of any unrecorded lease referred to herein be furnished to the Company, together with all supplements, assignments and amendments for review.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

**PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH
FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.**

END OF EXCEPTIONS

REQUIREMENTS SECTION

1. This Company will require evidence of compliance with the statutory limitations incident to the governmental agency named below, with reference to any conveyance of an interest in the Land this Company will be asked to record and/or rely upon in the issuance of any form of title insurance.

Governmental agency: The City of Santa Ana, a charter city and municipal corporation under the constitution and laws of the State of California and County of Orange, a body corporate and politic

2. 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.

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

=clause=

1. None of the items shown in this report will cause the Company to decline to attach ALTA Endorsement Form 9 to an Extended Coverage Loan Policy, when issued.
2. The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land Commercial properties, known as APN, located within the city of Santa Ana, California, , to an Extended Coverage Loan Policy.
3. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
4. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
5. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
6. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:
 - A. 2006 ALTA Owner's Policy (06-17-06).
 6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - B. 2006 ALTA Loan Policy (06-17-06).
 8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
 - C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).
 10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).
 12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the

**INFORMATIONAL NOTES
(Continued)**

Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

E. CLTA Standard Coverage Policy 1990 (11-09-18).

7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.

7. Note: Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

Tax Identification No.:	008-036-35
Fiscal Year:	2021-2022
1st Installment:	\$13,532.12
2nd Installment:	\$13,532.12
Other Exemption:	\$16,767,218.00
Code Area:	11-005

Affects: Parcel A

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

END OF INFORMATIONAL NOTES

Ted Tan/Jennifer Wright (LA/Comm)/jt

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>



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 filed 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 such discount. These discounts only apply to transactions 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.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Company

CTC – Chicago Title company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company
SLTC – ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
CTIC – Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (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 fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, 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 fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent 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. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE (Revised 05-06-16)

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 (12-02-13)

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.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

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)	\$ 5,000.00

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

{Except as provided in Schedule B - Part II, { t{or T}his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

{PART I

{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:

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.}

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:}

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:

{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:

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. }
7. {Variable exceptions such as taxes, easements, CC&R's, etc. shown here.}

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)

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.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



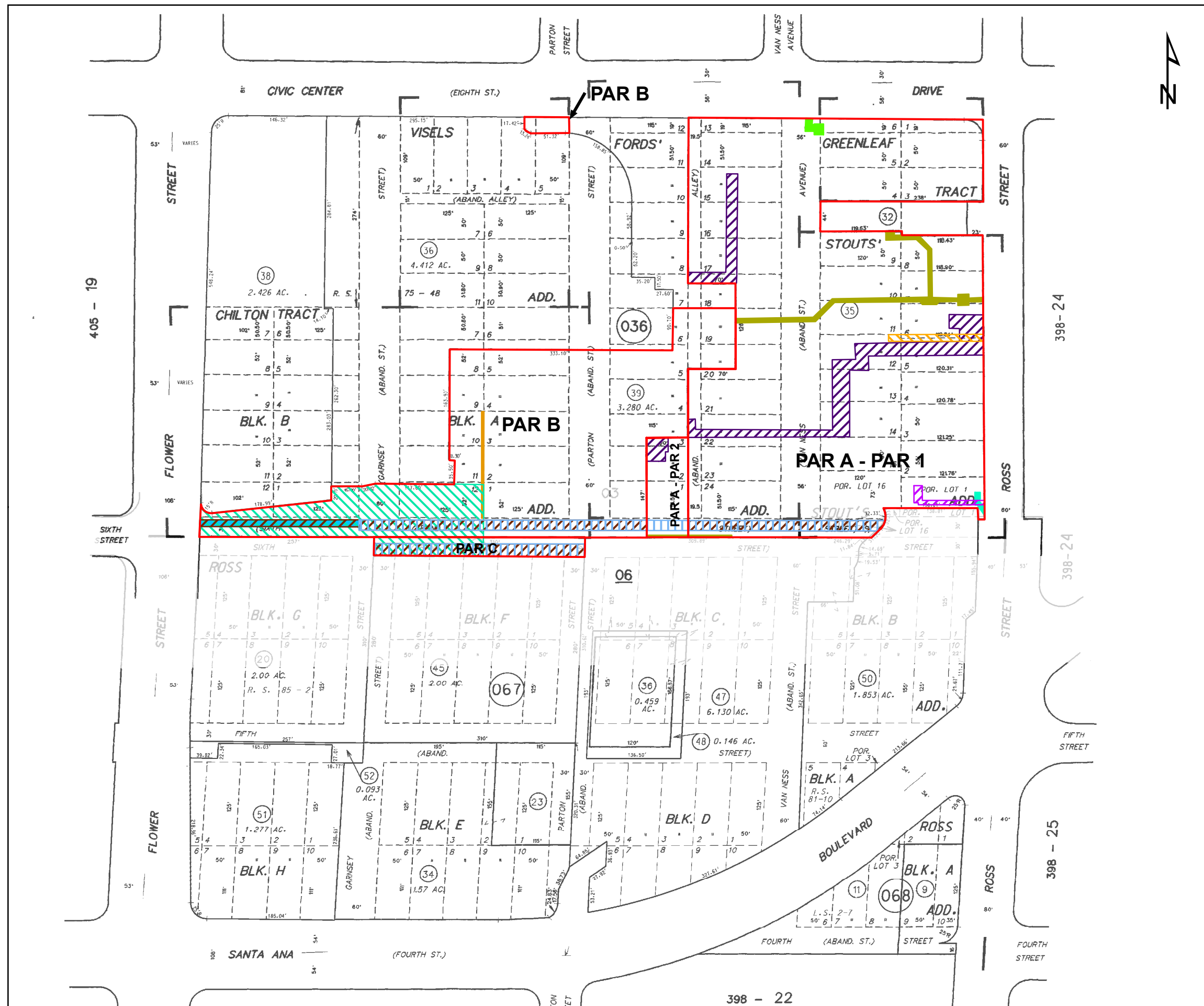
Chicago Title Company

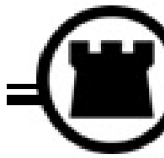
ORDER NO.
00175931-994
06/01/2022
APN
008-036-35, 39 & 067-46

Legend

- PAR A - PAR 1
- PAR A - PAR 2
- PAR B
- PAR C
- Ease for Public Utilities recorded
07/15/1959 Bk4799 Pg557 OR - Item 2
- Ease for Public Utility recorded
02/29/1960 Bk5122 Pg331 OR - Item 3
- Ease for Potable Water Main & Utilities recorded
02/19/1969 # 11306 Bk8878 Pg863
02/02/1993 # 93-073023
& 07/11/2007 # 2007000434462 OR - Item 5
- Ease for Public Utilities recorded
01/31/1989 Inst # 89-054223 OR - Item 7
- Ease for Public Utilities recorded
01/14/1999 Inst # 19990028200 OR - Item 10
- Ease for Pipeline
Conduits & Distribution Facilities recorded
03/18/2008 Inst # 2008000124173 OR - Item 12
- Ease for Pipeline
Conduits & Distribution Facilities recorded
08/18/2016 Inst # 2016-391498 OR - Item 15
- Ease for Water Line recorded
11/09/148 Bk1727 Pg88 OR - Item 17
- Ease for Water Main recorded
06/05/1968 Bk8622 Pg220 OR - Item 20
- Ease for Potable Water Main & Utilities recorded
02/19/1969 # 11306 Bk8878 Pg863
02/02/1993 # 93-073023
& 07/11/2007 # 2007000434462 OR - Item 21
- Ease for Access recorded
07/13/2012 # 2012-397240 OR - Item 27
- Ease for Potable Water Main recorded
06/05/1968 # 2519 Bk8622 Pg220 OR - Item 29
- Ease for Potable Water Main & Utilities recorded
02/19/1969 # 11306 Bk8878 Pg863,
02/02/1993 # 93-073023 & 07/11/2007
2007000434462 OR - Item 30
- Ease for Utility recorded
05/09/1978 # 13610 Bk12667 Pg1820 OR - Item 32

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.













Chicago Title Company

ORDER NO.
00175931-994
06/01/2022
APN
008-036-35, 39 & 067-46

Legend

-  PAR A - PAR 1
-  PAR A - PAR 2
-  PAR B
-  PAR C
-  Ease for Telephone, Telegraph
& Communication Structures recorded
02/19/1969 Bk8878 Pg863 OR - Item 22
-  Ease for Street recorded
Bk149 Pg49 Record of Survey - Item 24
-  Ease for Street recorded
Bk75 Pg48 Record of Survey - Item 25
-  Ease for Undisclosed Purpose recorded
03/03/1994 # 94-153374 OR - Item 33

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

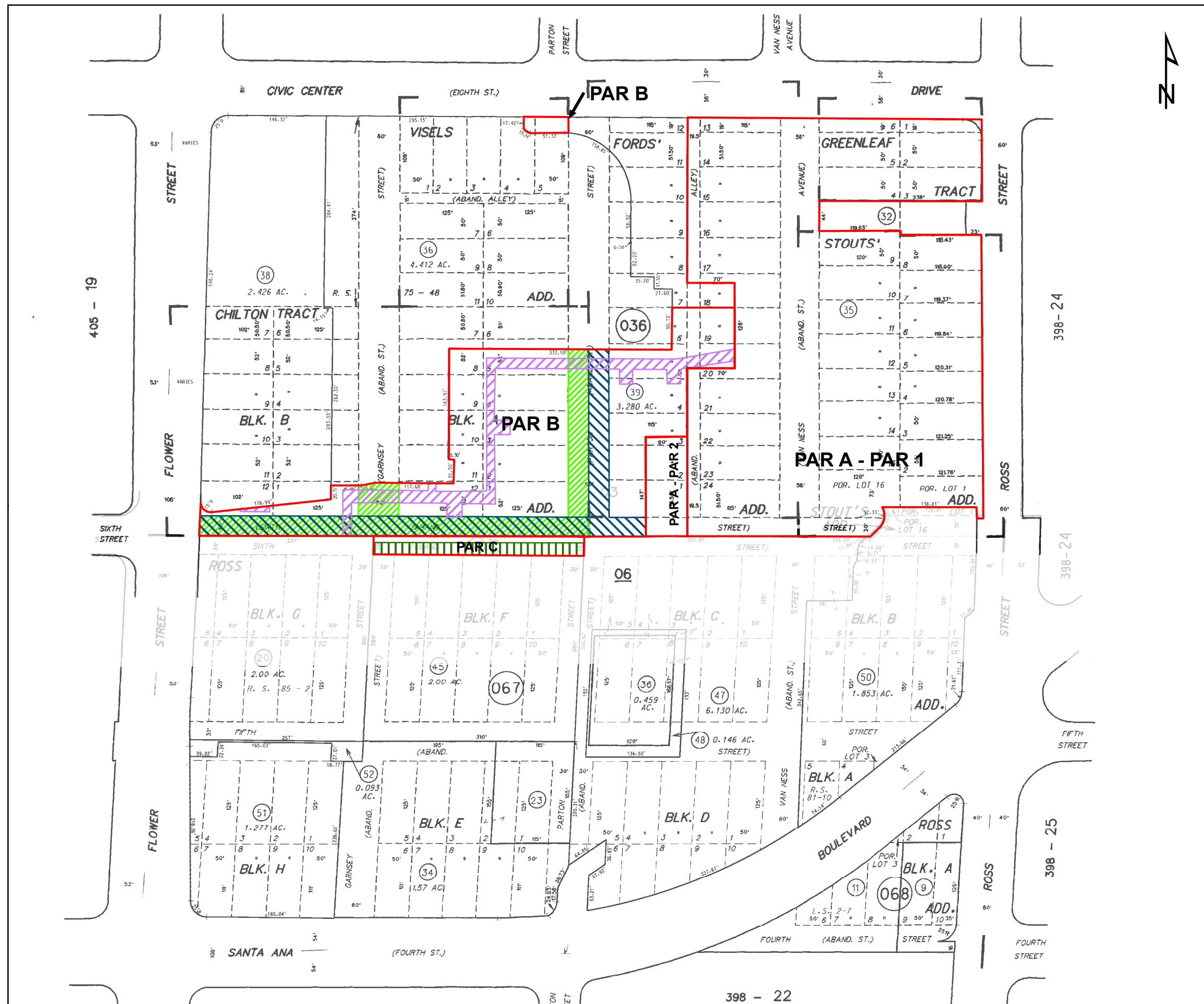


EXHIBIT B

Legal Description of City Property

All that certain real property situated in the City of Santa Ana, County of Orange, State of California, more particularly described as follows:

(Attached hereto and made part hereof)

DRAFT

EXHIBIT C

City Preliminary Title Report

(Attached hereto and made part hereof)

DRAFT

EXHIBIT C

EXHIBIT D

County Preliminary Title Reports

(Attached hereto and made part hereof)

DRAFT

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the CITY OF SANTA ANA, a California municipal corporation, is hereby accepted by order of the City Council of Santa Ana, California, and the CITY OF SANTA ANA consents to recordation thereof.

CITY OF SANTA ANA, a municipal
Corporation organized and existing under
the laws of the State of California

By: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney

EXHIBIT F

City Deed

DRAFT

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

City of Santa Ana
20 Civic Center Plaza
Santa Ana, California
Attn: City Manager

And

County of Orange
CEO Real Estate
333 West Santa Ana Blvd., 3rd Floor
Santa Ana, California
Attn: Thomas A. Miller

No Recording Fee Pursuant to Gov't Code § 27383
No Documentary Transfer Tax Pursuant to
Revenue & Taxation Code § 11922

(Space Above for Recorder's Use)

QUITCLAIM DEED

The undersigned grantor declares:
Documentary transfer tax is shown on the
accompanying statement and is not for public record.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Santa Ana, a municipal corporation organized and existing under the laws of the State of California ("Grantor"), hereby quitclaims to the County of Orange, a political subdivision of the State of California ("Grantee"), all right title and interest in the real property located in the City of Santa Ana, County of Orange, State of California, described in Schedule 1 attached hereto and incorporated herein by reference (the "Property").

SUBJECT TO:

1. General and Special Real Property Taxes for the current fiscal year.
2. Covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of record.

3. [Insert any pertinent/additional details]

CITY OF SANTA ANA

By: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, before me, _____, personally appeared _____, (or _____, 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)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the COUNTY OF ORANGE, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of Orange County, California, and the COUNTY OF ORANGE consents to recordation thereof.

COUNTY OF ORANGE:

By: _____
Chairman

Date:

Signed and certified that a copy of this Document has been delivered to the Chair of the Board per G.C. Sec. 25103, Resolution 79-1535

Attest:

Robin Stieler
Clerk of the Board of Supervisors
Orange County, California

APPROVED AS TO LEGAL FORM:

By: _____
Senior Deputy County Counsel