Page Number: 1

Amended report to INDENTIONALLY DELETE #69 10-20-2014



# First American Title Company National Commercial Services

777 South Figueroa Street, Suite 400 Los Angeles, CA 90017

October 28, 2013

Howard Weinberg The Weinberg Law Group 2550 Via Tejon Ste 2B Palos Verdes Peninsula , CA 90274

Phone: (310)363-7775

Fax:

Customer Reference: Ventura County Parcels

Title Officer:

Anthony Rivera

Phone:

(213)271-1723

Fax No.:

(877)461-2081

E-Mail:

arivera@firstam.com

Buyer:

Owner:

Lee Mansdorf, Trustee for Mansdorf Trust

Property:

Vacant Land, Malibu, CA

## PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this 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 below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations 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 Exhibit A attached. 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 Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Page Number: 2

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A 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.

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.

Page Number: 3

Dated as of October 16, 2013 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

2006 ALTA Standard Owners

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Lee Mansdorf, Trustee for Mansdorf Trust, as to Parcels 1 and 3,

Lee Mansdorf, Trustee under Declaration of Trust dated August 31, 1967 as restated August 16,

1976 for the benefit of The Trustee for The Mansdorf Family, as to Parcels 2 and 7,

Lee Mansdorf, as trustee for the Mansdorf Family Trust, as to Parcels 4 and 5,

Lee Mansdorf, Trustee for the Mansdorf Family Trust, dated August 31, 1967 as restated August 16, 1976, as to Parcel 6,

Lee Mansdorf, as Trustee, U.D.T. dated August 31, 1967, as restated August 16, 1976, F.B.O.

the Mansdorf Family, as to Parcels 8, 17 and 18,

Lee Mansdorf, Trustee for the Mansdorf Family Trust, as to Parcels 9 through 14,

Lee Mansdorf, Trustee for the Mansdorf Trust, as to Parcel 15,

Lee Mansdorf, Trustee under Declaration of Trust dated August 31, 1976 as Reinstated August

16, 1976 for Benefit of the Mansdorf Family, as to Parcels 16 and 20,

Lee Mansdorf, Trustee of the Mansdorf Family Trust, as to Parcel 19,

Lee Mansdorf, Trustee of the Lee Mansdorf Family Trust dated August 31, 1967, as to Parcel 21,

Lee Mansdorf, Trustee of The Mansdorf Family Revocable Trust, as to Parcel 22,

The Mansdorf Family Trust, as to Parcel 23,

Mansdorf Family Trust, as to an undivided 1/6 interest, and Lee Mansdorf, Trustee for the

Mansdorf Family Trust, as to undivided 5/6 interest, as to Parcels 24A, and 24B,

Harry Mansdorf, as Trustee of the Mansdorf Family Trust aka The Mansdorf Trust, as to Parcels 2, 5, 26

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

General and special taxes and assessments for the fiscal year 2013-2014.

First Installment: \$129.01, OPEN

Penalty: \$0.00

Second Installment: \$129.01, OPEN

Penalty: \$0.00 Tax Rate Area: 71037 A. P. No.:

700-0-070-435

2. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

Tax Rate Area:

71037

A. P. No.:

700-0-070-435

Amount to redeem:

\$2,950.29

Valid through:

October 2013

Amount to redeem:

\$2,968.30

Valid through:

November 2013

General and special taxes and assessments for the fiscal year 2013-2014. 3.

First Installment:

\$2,601.02, OPEN

Penalty:

\$0.00

Second Installment:

\$2,601.02, OPEN

Penalty:

\$0.00

Tax Rate Area:

71037

A. P. No.:

700-0-050-205

4. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

Tax Rate Area:

71037

A. P. No.:

700-0-050-205

Amount to redeem:

\$47,285.07

Valid through:

October 2013

Amount to redeem:

\$47,685.54

Valid through:

November 2013

5. General and special taxes and assessments for the fiscal year 2013-2014.

First Installment:

\$871.23, OPEN

Penalty:

\$0.00

Second Installment:

\$871.23, OPEN

Penalty:

\$0.00

Tax Rate Area:

71037

A. P. No.:

700-0-050-120

6. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

Tax Rate Area:

71037

A. P. No.:

700-0-050-120

Amount to redeem:

\$14,667.20 October 2013

Valid through:

\$14,768.54

Amount to redeem:

Valid through:

November 2013

7. General and special taxes and assessments for the fiscal year 2013-2014.

First Installment:

\$871.23, OPEN

Penalty:

\$0.00

Second Installment:

\$871.23, OPEN

Penalty:

\$0.00

Tax Rate Area:

71037

Page Number: 5

A. P. No.: 700-0-050-355

The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

71037

Tax Rate Area:

A. P. No.: 700-0-050-355 Amount to redeem: \$14,476.06

Valid through: October 2013
Amount to redeem: \$14,596.82

Valid through: November 2013

9. General and special taxes and assessments for the fiscal year 2013-2014.

First Installment: \$409.02, OPEN

Penalty: \$0.00

Second Installment: \$409.02, OPEN

Penalty: \$0.00 Tax Rate Area: 71037

A. P. No.: 700-0-050-245

10. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

Tax Rate Area: 71037

A. P. No.: 700-0-050-245

Amount to redeem: \$12,772.68

Valid through: October 2013

Amount to redeem: \$12,869.19

Valid through: November 2013

General and special taxes and assessments for the fiscal year 2013-2014.

First Installment: \$1,454.48, OPEN

Penalty: \$0.00

Second Installment: \$1,454.48, OPEN

Penalty: \$0.00 Tax Rate Area: 71037

A. P. No.: 700-0-050-085

12. The lien of defaulted taxes for the fiscal year 2012-2013, and any subsequent delinquencies.

Tax Rate Area: 71037

A. P. No.: 700-0-050-085

Amount to redeem: \$25,204.98

Valid through: October 2013

Amount to redeem: \$25,417.35

Valid through: November 2013

General and special taxes and assessments for the fiscal year 2013-2014.

First Installment: \$214.73, OPEN

Penalty: \$0.00

Second Installment: \$214.73, OPEN

Penalty: \$0.00 Tax Rate Area: 71037

Page Number: 6

700-0-050-375 A. P. No.:

The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies. 14.

Tax Rate Area: 71037

700-0-050-375 A. P. No.: \$7,376.84 Amount to redeem: October 2013 Valid through: \$7,429.33 Amount to redeem: October 2013 Valid through:

General and special taxes and assessments for the fiscal year 2013-2014. 15.

\$871.23, DELINQUENT First Installment:

Penalty: \$0.00

\$871.23, OPEN Second Installment:

Penalty: \$0.00 71037 Tax Rate Area:

700-0-050-195 A. P. No.:

The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies. 16.

71037 Tax Rate Area:

700-0-050-195 A. P. No.: \$17,043.27 Amount to redeem: October 2013 Valid through: Amount to redeem: \$17,181.63 November 2013

Valid through:

General and special taxes and assessments for the fiscal year 2012-2013. 17.

\$871.23, DELINQUENT First Installment:

\$0,00 Penalty:

\$871.23, OPEN Second Installment:

\$0.00 Penalty: Tax Rate Area: 71037

700-0-050-365 A. P. No.:

The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies. 18.

71037 Tax Rate Area:

700-0-050-365 A. P. No.: \$14,476.06 Amount to redeem: October 2013 Valid through: \$14,596.82 Amount to redeem: November 2013 Valid through:

General and special taxes and assessments for the fiscal year 2013-2014. 19.

\$1,311.80, OPEN First Installment:

\$0.00 Penalty:

\$1,311.80, OPEN Second Installment:

\$0.00 Penalty: 71037 Tax Rate Area:

Page Number: 7

A. P. No.: 700-0-050-140

20. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

Tax Rate Area:

71037

A. P. No.:

700-0-050-140

Amount to redeem:

\$21,108.80

Valid through:

October 2013

Amount to redeem:

\$21,287.46

Valid through:

November 2013

21. General and special taxes and assessments for the fiscal year 2013-2014.

First Installment:

\$1,311.80, OPEN

Penalty:

\$0.00

Second Installment:

\$1,311.80, OPEN

Penalty:

\$0.00

Tax Rate Area:

71037

A. P. No.:

700-0-010-240

22. The lien of defaulted taxes for the fiscal year 2013-2014, and any subsequent delinquencies.

Tax Rate Area:

71037

A. P. No.:

700-0-010-240

Amount to redeem:

\$21,108,80

Valid through:

October 2013

Amount to redeem:

\$21,287.86

Valid through:

November 2013

23. General and special taxes and assessments for the fiscal year 2013-2014.

First Installment:

\$1,384.82, OPEN

Penalty:

\$0.00

Second Installment:

\$1,384.82, OPEN

Penalty:

\$0.00

Tax Rate Area:

71037

A. P. No.:

700-0-050-095

The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies. 24.

Tax Rate Area:

71037

A. P. No.:

700-0-050-095

Amount to redeem:

\$22,234.78

Valid through:

October 2013

Amount to redeem:

\$22,423.83

Valid through:

November 2013

General and special taxes and assessments for the fiscal year 2013-2014. 25.

First Installment:

\$871.23, OPEN

Penalty:

\$0.00

Second Installment:

\$871.23, OPEN

Penalty:

\$0.00

Tax Rate Area:

71037

Page Number: 8

A. P. No.: 700-0-050-185

26. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

Tax Rate Area:

71037

A. P. No.:

700-0-050-185

Amount to redeem:

\$17,043,27

Valid through:

October 2013

Amount to redeem:

\$17,181.63

Valid through:

November 2013

27. General and special taxes and assessments for the fiscal year 2013-2014.

First Installment:

\$435.60, OPEN

Penalty:

\$0.00

Second Installment:

\$435.60, OPEN

Penalty:

\$0.00

Tax Rate Area:

71037

A. P. No.:

700-0-050-325

28. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

Tax Rate Area:

71037

A. P. No.:

700-0-050-325

Amount to redeem:

\$7.850.95

Valid through:

October 2013

Amount to redeem:

\$7,912.15

Valid through:

November 2013

29. General and special taxes and assessments for the fiscal year 2013-2014.

First Installment:

\$435.60, OPEN

Penalty:

\$0.00

Second Installment:

\$435.60, OPEN

Penalty:

\$0.00

Tax Rate Area:

71037

A. P. No.:

700-0-050-345

The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies. 30.

Tax Rate Area:

71037

A. P. No .:

700-0-050-345

Amount to redeem:

\$7,850.95

Valid through:

October 2013

Amount to redeem:

\$7,912.15

Valid through:

November 2013

General and special taxes and assessments for the fiscal year 2013-2014. 31.

First Installment:

\$435.60, OPEN

Penalty:

\$0.00

Second Installment:

\$435.60, OPEN

Penalty:

\$0.00

Tax Rate Area:

71037

Page Number: 9

A. P. No.: 700-0-050-315

32. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

Tax Rate Area: 71037

A. P. No.: 700-0-050-315

Amount to redeem: \$7,850.95

Valid through: October 2013

Amount to redeem: \$7,912.15

Valid through: November 2013

33. General and special taxes and assessments for the fiscal year 2013-2014.

First Installment: \$377.66, OPEN

Penalty: \$0.00

Second Installment: \$377,66, OPEN

Penalty: \$0.00 Tax Rate Area: 71037

A. P. No.: 700-0-050-335

34. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

Tax Rate Area: 71037

A. P. No.: 700-0-050-335

Amount to redeem: \$7,701.08

Valid through: October 2013

Amount to redeem: \$7,760.11

Valid through: November 2013

35. General and special taxes and assessments for the fiscal year 2013-2014.

First Installment: \$1,585.00, OPEN

Penalty: \$0.00

Second Installment: \$1,585.00, OPEN

Penalty: \$0.00 Tax Rate Area: 71037

A. P. No.: 700-0-070-445

The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

Tax Rate Area: 71037

A. P. No.: 700-0-070-445

Amount to redeem: \$26,113.25

Valid through: October 2013

Amount to redeem: \$26,335.69

Valid through: November 2013

37. General and special taxes and assessments for the fiscal year 2013-2014.

First Installment: \$355.00, OPEN

Penalty: \$0.00

Second Installment: \$355.00, OPEN

Penalty: \$0.00 Tax Rate Area: 71037

Page Number: 10

A. P. No.: 700-0-070-425

38. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

Tax Rate Area:

71037

A. P. No.:

700-0-070-425

Amount to redeem:

\$6,354.46

Valid through:

October 2013

Amount to redeem:

\$6,402.91

Valid through:

November 2013

39. General and special taxes and assessments for the fiscal year 2013-2014.

First Installment:

\$2,266.10, OPEN

Penalty:

\$0.00

Second Installment:

\$2,266.10, OPEN

Penalty:

\$0.00

Tax Rate Area:

71037

A. P. No.:

700-0-010-115

40. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

Tax Rate Area:

71037

A. P. No.:

700-0-010-115

Amount to redeem:

\$35,824.41

Valid through:

October 2013

Amount to redeem:

\$36,133.78

Valid through:

November 2013

41. General and special taxes and assessments for the fiscal year 2013-2014.

First Installment:

\$871.23, OPEN

Penalty:

\$0.00

Second Installment:

\$871.23, OPEN

Penaity:

\$0.00

Tax Rate Area:

71037

A. P. No.:

700-0-010-100

42. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

Tax Rate Area:

71037

A. P. No.:

700-0-010-100

Amount to redeem:

\$14,405.01

Valid through:

October 2013 \$14,524.41

Amount to redeem: Valid through:

November 2013

43. General and special taxes and assessments for the fiscal year 2013-2014.

First Installment:

\$74.25, OPEN

Penalty:

\$0.00

Second Installment:

\$74.25, OPEN

Penalty:

\$0.00

Tax Rate Area:

71037

Page Number: 11

A. P. No.: 700-0-070-415

44. The lien of defaulted taxes for the fiscal year 2012-2013, and any subsequent delinquencies.

71037

Tax Rate Area:

A. P. No.: 700-0-070-415

Amount to redeem: \$209.16
Valid through: October 2013
Amount to redeem: \$211.28

Valid through: November 2013

45. General and special taxes and assessments for the fiscal year 2013-2014.

First Installment: \$2,480.12, OPEN

Penalty: \$0.00

Second Installment: \$2,480.12, OPEN

Penalty: \$0.00 Tax Rate Area: 71037

A. P. No.: 700-0-050-390

46. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

Tax Rate Area: 71037

A. P. No.: 700-0-050-390

Amount to redeem: \$39,124.74

Valid through: October 2013

Amount to redeem: \$39,463.32

Valid through: November 2013

47. General and special taxes and assessments for the fiscal year 2013-2014 are exempt. If the exempt status is terminated an additional tax may be levied. A.P. No.: 700-0-050-400.

48. This item has been intentionally deleted.

49. General and special taxes and assessments for the fiscal year 2013-2014 are exempt. If the exempt status is terminated an additional tax may be levied. A.P. No.: 700-0-010-530.

50. This item has been intentionally deleted.

51. General and special taxes and assessments for the fiscal year 2013-2014 are exempt. If the exempt status is terminated an additional tax may be levied. A.P. No.: 700-0-050-410.

52. General and special taxes and assessments for the fiscal year 2013-2014 are exempt. If the exempt status is terminated an additional tax may be levied. A.P. No.: 700-0-010-540.

53. General and special taxes and assessments for the fiscal year 2013-2014.

First Installment: \$2,233.80, OPEN

Penalty: \$0.00

Second Installment: \$2,233.80, OPEN

Penalty: \$0.00 Tax Rate Area: 71037

A. P. No.: 700-0-010-520

Page Number: 12

The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies. 54.

Tax Rate Area:

71037

A. P. No.:

700-0-010-520

Amount to redeem:

\$35,326.49

Valid through:

October 2013

Amount to redeem:

\$35,631.42

Valid through:

November 2013

General and special taxes and assessments for the fiscal year 2013-2014. 55.

First Installment:

\$871.23, OPEN

\$871.23, OPEN

Penalty:

\$0.00

Second Installment:

Penalty:

\$0.00

Tax Rate Area:

71037

A. P. No.:

700-0-010-050

The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies. 56.

Tax Rate Area:

71037

A. P. No.:

700-0-010-050

Amount to redeem:

\$15,271,83

Valid through:

October 2013

Amount to redeem:

\$15,397.72

Valid through:

November 2013

General and special taxes and assessments for the fiscal year 2013-2014. 57.

First Installment:

\$4,994.12, OPEN

Penalty:

\$0.00

Second Installment:

\$4,994.12, OPEN

Penalty:

\$0.00

Tax Rate Area:

71037

A. P. No.:

700-0-010-490

The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies. 58.

Tax Rate Area:

71037

A. P. No.:

700-0-010-490

Amount to redeem:

\$77,891.85 October 2013

Valid through:

\$78,573.63

Amount to redeem: Valid through:

November 2013

General and special taxes and assessments for the fiscal year 2013-2014. 59.

First Installment:

\$1,306.85, OPEN

Penalty:

\$0.00

Second Installment:

\$1,306.85, OPEN

Penalty:

\$0.00

Tax Rate Area:

71037

A. P. No.:

700-0-050-055

Page Number: 13

60. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

Tax Rate Area: 71037

A. P. No.: 700-0-050-055

Amount to redeem: \$21,213.92

Valid through: October 2013

Amount to redeem: \$21,394.49

Valid through: November 2013

61. General and special taxes and assessments for the fiscal year 2013-2014.

First Installment: \$617.11, OPEN

Penalty: \$0.00

Second Installment: \$617.11, OPEN

Penalty: \$0.00 Tax Rate Area: 71037

A. P. No.: 700-0-010-040

62. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

Tax Rate Area: 71037

A. P. No.: 700-0-010-040

Amount to redeem: \$10,615.45

Valid through: October 2013

Amount to redeem: \$10,701.07

Valid through: November 2013

63. General and special taxes and assessments for the fiscal year 2013-2014.

First Installment: \$8,479.55, OPEN

Penaity: \$0.00

Second Installment: \$8,479.55, OPEN

Penalty: \$0.00 Tax Rate Area: 71037

A. P. No.: 700-0-050-215

64. The lien of defaulted taxes for the fiscal year 2008-2009, and any subsequent delinquencies.

Tax Rate Area: 71037

A. P. No.: 700-0-050-215

Amount to redeem: \$149,282.94

Valid through: October 2013

Amount to redeem: \$150,568.55

Valid through: November 2013

- 65. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
- 66. This item has been intentionally deleted.
- 67. This item has been intentionally deleted.
- 68. Action as follows:

Page Number: 14

Plaintiff : Marylin Mansdorf

Defendant : Rufus V. Rhoades; Harold Mansdorf, individually and as Trustee

of the Mansdorf Family Revocable Trust also known as the Mansdorf Trust also known as the Mansdorf Family Trust; Mildred Mansdorf, Norman Mansdorf and Does 1 to 10 inclusive

Court : Superior Court
Case No. : BC 316011
Commenced : May 24, 2004

Purpose : Claim to real property

As Disclosed by or Notice of Which is

Dated : March 28, 2005

Recorded : March 28, 2005 in Official Records as Instrument No. 05-

0708917

Attorney : Paul R. Pearlson, SBN: 094257

Susan R. Loh, SBN: 174246 Cameron, Pearlson & Foster One World Trade Center, Ste. 1600 Long Beach, CA 90831-1600

For : Plaintiff

Matters as contained or referred to in an instrument,

Entitled : Judgment After Court Trial

Executed By : Superior Court of the State of California

County of Los Angeles

Dated : September 29, 2005

Recorded : December 07, 2005 in Official Records as

Instrument No. 05-3002172

Which Among

Other Things : As described therein

**Provides** 

Matters as contained or referred to in an instrument,

Entitled : Grant Deed
Executed By : Harry Mansdorf
Dated : January 11, 2005

Recorded January 12, 2006 in Official Records as

Instrument No. 06-2391857

Which Among

Other Things : As described therein

**Provides** 

Matters as contained or referred to in an instrument,

Entitled : Notice of Continuing Validity of Notices of

Page Number: 15

Pendency of Action

Executed By : Superior Court for the State of California

County of Los Angeles, Central Judicial District

Dated : October 19, 2006

Recorded October 27, 2006 in Official Records as

Instrument No. 06-2391859

Which Among

Other Things

: As described therein

Provides

69. This item has been intentionally deleted.

70. Action as follows:

Plaintiff : Janice M. McClanahan, an individual

Defendant : Harry Mansdorf, individually; and as Trustee of the Mansdorf

Family Revocable Trust, also known as the Mansdorf Family Trust; Joint Ventura Corporation; Kathryn Giacomazza, also known as Kathryn R. Gatto, a single woman; Michele V. Giacomazza, an unmarried man, also known as Michael

Giacomazza, also known as Mike Gatto; and Does 1 through 25

Inclusive

Court : Superior Court of the State of California for the County of Los

Angeles, Central District

Case No. : BC 389522 Commenced : April 23, 2008

Purpose : Claim concerning property fraudulently transferred

As Disclosed by or Notice of Which is

Dated : April 23, 2008

Recorded : April 23, 2008 in Official Records as Instrument No.

20080714486

Attorney: David Marcus, ESQ. (SBN: 90460)

Marcus, Watanabe, Snyder & Dave, LLP 1901 Avenue of the Stars, Suite 300 Los Angeles, California 90067-6005 Telephone No.: (310) 284-2020

Facsimile No.: (310) 284-2025

For : Plaintiff

71. Action as follows:

Plaintiff : John C. Torjesen, an individual

Defendant : Harry Mansdorf, individually; and as Trustee of the Mansdorf

Family Trust, Jaime Gonzalez, individual, Robert Mullen, an individual, Paul Orloff, an individual, and Does 1 through 100

inclusive

Court : Superior Court of the State of California for the County of Los

Page Number: 16

Angeles, Central District

Çase No.

: BC425880

Commenced

: November 13, 2009

Purpose

: Claim real property

As Disclosed by or Notice of Which is

Dated

: November 16, 2009

Recorded

: November 17, 2009 in Official Records as Instrument No.

20091734388

Attorney

: John C. Torjesen & Associates, PC

612 North Sepulveda Boulevard, 2nd Floor

Los Angeles, California 90048

(310) 440-0005

72. An easement for state highway and incidental purposes in the document recorded in Book 117, Page 347 of Official Records.

And recorded in Book 212 of Official Records, Page 423.

And recorded in Book 216 of Official Records, Page 200.

- 73. An easement for public utilities and incidental purposes in the document recorded in Book 1145, Page 9 of Official Records.
- 74. An easement for road and utility and incidental purposes in the document recorded in Book 2180, Page 293 of Official Records.
- 75. An easement for road and utility and incidental purposes in the document recorded in Book 2193, Pages 56, 60, 64, 68, 72, 76 and 80 of Official Records.
- 76. The terms and provisions contained in the document entitled "Agreement" recorded in Book 2412, Page 13 of Official Records. By Tulios Ranch, a co-partnership, et al.
- 77. An easement for public road and incidental purposes in the document recorded in Book 2918, Page 556 of Official Records.
- 78. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount

: \$5,000.00

Trustor/Borrower

: John R. Vergona

Trustee

: Title Insurance and Trust Company, a California corporation

Beneficiary/Lender

: Gerald H. Lushing and Ronald S. Lushing

Recorded

: in Book 3589 of Official Records, Page 362

79. The terms and provisions contained in the document entitled "Notice" recorded in Book 4028, Page 3 of Official Records. By John Thorpe.

Page Number: 17

80. An easement for roadway and incidental purposes in the document recorded in Book 4916, Page 86 of Official Records.

81. An easement for ingress and egress and incidental purposes in the document recorded in Book 5449, Page 235 of Official Records.

82. Option to Purchase,

Optionor : Mansdorf Family Trust

Optionee : Beau-Maison Inc., a California corporation

Disclosed by : Memorandum of Option Agreement and Right of First Refusal

Recorded : December 07, 1982 in Official Records as Instrument No. 82-

114541

Note: The present ownership of said option and other matters affecting the interest of optionee are not shown herein

83. An easement for state highway purposes and pedestrian access purposes and incidental purposes in the document recorded August 11, 1988 as Instrument No. 88-115003 of Official Records.

84. The terms and provisions contained in the document entitled "Assignment" recorded January 19, 1990 as Instrument No. 90-9157 of Official Records. By and between Bradley D. Tufts, John C. Aldrich and C. Lee Carter.

85. An easement for as set forth therein and incidental purposes, recorded October 07, 1997 as Instrument No. 97-132632 of Official Records.

In Favor of:

Pacific Coast Lessee, Inc.

Affects:

As described therein

86. An easement for road and utility purposes and incidental purposes, recorded January 09, 1998 as Instrument No. 98-3410 of Official Records.

In Favor of:

Richard Gray

Affects:

As described therein

87. An easement for road purposes and incidental purposes, recorded July 31, 1998 as Instrument No. 98-127627 of Official Records.

In Favor of:

Richard Gray, a married man

Affects:

As described therein

88. An easement for as set forth therein and incidental purposes, recorded September 02, 1999 as Instrument No. 99-168481 of Official Records.

In Favor of:

Air Touch Cellular

Affects:

As described therein

89. Covenants, conditions and restrictions, but omitting any covenants or restrictions if any, base on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent

Page Number: 18

that said covenant (A) is exempt under Chapter 42, Section 3607 of the United States code or (B) relates to handicap but does not discriminate against handicapped persons, in the instrument above mentioned.

90. An easement for roadway and utility purposes and incidental purposes, recorded August 13, 2001 as Instrument No. 01-158054 of Official Records.

In Favor of:

Richard Gray

Affects:

As described therein

- 91. The terms and provisions contained in the document entitled "Notice of Noncompliance" recorded June 09, 2004 as Instrument No. 04-161376 of Official Records. By and between Mansdorf Trust and County of Ventura.
- 92. An easement for public road and/or highway and incidental purposes, recorded in Book 2423, Page 124 of Official Records.

In Favor of:

County of Ventura

Affects:

60 feet wide over a portion of Parcel V

And recorded in Book 2424 of Official Records, Page 100.

93. An easement for construct and maintain two to 1 embankment slopes and incidental purposes, recorded in Book 2423, Page 124 of Official Records.

In Favor of:

County of Ventura

Affects:

As described therein

94. An easement for public road and/or highway and incidental purposes, recorded in Book 2423, Page 132 of Official Records.

In Favor of:

County of Ventura

Affects:

As described therein

95. An easement for a 20 foot wide easement for ingress and egress and incidental purposes, recorded July 30, 1986 as Instrument No. 86-099726 of Official Records.

In Favor of:

YoungheeKim and Interflow Trading Co., Ltd.

Affects:

As described therein

96. An easement for utility purposes and incidental purposes, recorded June 17, 1993 as Instrument No. 93-110167 of Official Records.

In Favor of:

Richard Gray and Richard W. Gray and Barry Parkinson, as

Trustees of the Aurora A. Gray Trust U/D/T dated December 30,

1982

Affects:

As described therein

97. Any adverse claim based upon the assertion that some portion of said land is tide or submerged land or has been created by artificial means or has accreted to such portion so created.

98. Action as follows:

Plaintiff

: Marylin Mansdorf

Defendant

: Rufus V. Rhoades; Harold Mansdorf, individual and as Trustee of

the Mansdorf Family Revocable Trust also known as the

Page Number: 19

Mansdorf Trust also known as the Mansdorf Family Trust; Mildred Mansdorf, Norman Mansdorf and Does 1 through 10

Inclusive

Court : Superior Court of the State of California County of Los Angeles

Case No. : BC 316011
Commenced : May 24, 2004
Purpose : Claim real property

As Disclosed by or Notice of Which is

Dated : March 28, 2005

Recorded : March 28, 2005 in Official Records as Instrument No. 20050328-

0074608

Attorney : Paul R. Pearlson, Esq.

Cameron, Pearlson & Foster

One World Trade Center, Suite 1600

Long Beach, CA 90831-1600

For : Plaintiff

99. Matters as contained or referred to in an instrument,

Entitled : Notice of Continuing Validity of Notices of Pendency of Action

Executed By : Superior Court for the State of California County of Los Angeles,

Central Judicial District

Dated : October 19, 2006

Recorded : October 27, 2006 in Official Records as Instrument No.

20061027-00228224-0

Which Among

Other Things : As described therein

Provides

100. Action as follows:

Plaintiff : Rufus Rhoades, an individual

Defendant : Michele Giacomazza, an individual, Joint Venture Corp., a

Nevada corporation, et al.

Court : Superior Court of the State of California County of Ventura

Case No. : 56-2007-00308708-CU-BC-VTA

Commenced : December 06, 2007
Purpose : Claim real property

As Disclosed by or Notice of Which is

Dated : April 25, 2008

Recorded : June 05, 2008 in Official Records as Instrument No. 200800605-

00088862-0 1/21

Attorney : Shapero, Shapero & Hurst

A Partnership of Professional Corporations

Page Number: 20

Martin M. Shapero - Bar No. 21364 Steven J. Shapero - Bar No. 90282 E. Rich Hurst - Bar No. 176614 5650 Canoga Avenue, Suite 404 Woodland Hills, California 91367-5060

Telephone: (818) 710-1200 Facsimile: (818) 710-1447

For : Plaintiff

Note: In connection therewith, a certified copy of an order expunging the notice of said action was

Dated : April 15, 2009

Recorded : April 28, 2009 in Official Records as Instrument

No. 20090428-00067579-0 1/19

101. A Deed of Trust to secure an original indebtedness of \$1,125,000.00 recorded December 09, 2010 as Instrument No. 20101209-00192789-0 of Official Records.

Dated:

November 22, 2010

Trustor:

Harry Mansdorf, Trustee of the Mansdorf Family Trust, dated

August 31, 1967

Trustee:

Old Republic Title Company

Beneficiary:

Quinn Emanuel, Urguhart & Sullivan, LLP

102. A certified copy of a judgment or an abstract thereof, recorded April 25, 2010 as Instrument No. 20100425-00075907-0 of Official Records.

Court: Superior Court of the State of California for the County of Los

Angeles, Central District

Case No.:

BC425880

Debtor:

Harry Mansdorf and The Mansdorf Family Trust

Creditor:

John C. Torjesen

Amount:

\$2,000,000.00, and any other amounts due thereunder

A Notice of Levy, Writ of Execution, levied upon the interest of Harry Mansdorf and the Mansdorf Family Trust, recorded October 11, 2012 as Instrument No. 20121011-00181994-0 of Official Records.

103. A judgment for child, family or spousal support, a certified copy of which recorded March 26, 2004 as Instrument No. 20040326-0078564 of Official Records.

Court:

Superior Court of the State of California for the County

of Orange, Lamoreaux Justice Center

Case No.:

97P006754

Debtor:

Jamie Gonzalez

Creditor:

County of Orange

104. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Ventura County, recorded March 01, 2007, as Instrument No. 07-42404 of Official Records.

Debtor:

Mansdorf Family Trust EST

Year & No.:

20070301000424040

Page Number: 21

Amount: \$183.10, and any other amounts due thereunder.

105. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Ventura County, recorded March 01, 2007, as Instrument No. 07-42405 of Official Records.

Debtor: Mansdorf Family Trust EST Year & No.: 20070301000424050

Amount: \$153.84, and any other amounts due thereunder.

106. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Ventura County, recorded March 01, 2007, as Instrument No. 07-42406 of Official Records.

Debtor: Mansdorf Family Trust EST Year & No.: 20070301000424060

Amount: \$53.51, and any other amounts due thereunder.

107. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Ventura County, recorded March 01, 2007, as Instrument No. 07-42407 of Official Records.

Debtor: Mansdorf Family Trust EST Year & No.: 20070301000424070

Amount: \$355.95, and any other amounts due thereunder.

108. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Ventura County, recorded March 01, 2007, as Instrument No. 07-42408 of Official Records.

Debtor: Mansdorf Family Trust EST Year & No.: 20070301000424080

Amount: \$158.53, and any other amounts due thereunder.

109. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Ventura County, recorded March 01, 2007, as Instrument No. 07-42409 of Official Records.

Debtor: Mansdorf Family Trust EST Year & No.: 20070301000424090

Amount: \$92.76, and any other amounts due thereunder.

110. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Ventura County, recorded March 01, 2007, as Instrument No. 07-42410 of Official Records.

Debtor: Mansdorf Family Trust EST Year & No.: 20070301000424100

Amount: \$355.95, and any other amounts due thereunder.

111. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Ventura County, recorded March 01, 2007, as Instrument No. 07-42411 of Official Records.

Debtor: Mansdorf Family Trust EST Year & No.: 20070301000424110

Amount: \$355.95, and any other amounts due thereunder.

112. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Ventura County, recorded March 01, 2007, as Instrument No. 07-42412 of Official Records.

Page Number: 22

Debtor:

Mansdorf Family Trust EST

Year & No.:

20070301000424120

Amount:

\$355.95, and any other amounts due thereunder.

113. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Ventura County, recorded March 01, 2007, as Instrument No. 07-44777 of Official Records.

Debtor:

Mansdorf Family Trust EST

Year & No.:

20070301000447770

Amount:

\$62.21, and any other amounts due thereunder.

114. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Ventura County, recorded March 01, 2007, as Instrument No. 07-44778 of Official Records.

Debtor:

Mansdorf Family Trust EST

Year & No.:

20070301000447780

Amount:

\$155.57, and any other amounts due thereunder.

115. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Ventura County, recorded March 01, 2007, as Instrument No. 07-44779 of Official Records.

Debtor:

Mansdorf Family Trust EST

Year & No.:

20070301000447790

Amount:

\$155.57, and any other amounts due thereunder.

116. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Ventura County, recorded March 01, 2007, as Instrument No. 07-44780 of Official Records.

Debtor:

Mansdorf Family Trust EST

Year & No.:

20070301000447800

Amount:

\$155.57, and any other amounts due thereunder.

117. A lien for unsecured property taxes; evidenced by a certificate recorded by the tax collector of Ventura County, recorded March 01, 2007, as Instrument No. 07-44781 of Official Records.

Debtor:

Mansdorf Family Trust EST

Year & No.:

20070301000447810

Amount:

\$155.57, and any other amounts due thereunder.

118. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Ventura County, recorded March 01, 2007, as Instrument No. 07-44782 of Official Records.

Debtor:

Mansdorf Family Trust EST

Year & No.:

20070301000447820

Amount:

\$45.87, and any other amounts due thereunder.

119. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Ventura County, recorded March 01, 2007, as Instrument No. 07-44783 of Official Records.

Debtor:

Mansdorf Family Trust EST

Year & No.:

20070301000447830

Amount:

\$71.92, and any other amounts due thereunder.

Page Number: 23

120. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Ventura County, recorded March 01, 2007, as Instrument No. 07-44784 of Official Records.

Debtor:

Mansdorf Family Trust EST

Year & No.:

20070301000447840

Amount:

\$65.21, and any other amounts due thereunder.

121. Notice of pendency of action recorded March 21, 2007 as Instrument No. 07-59952 of Official Records.

Court:

Superior Court of the State of California for the County of Los

Angeles, Central District

Case No.:

BC366206

Plaintiff:

Lee Mansdorf, deceased by and through his sole surviving heirs, Harold Mansdorf, individually, and as Trustee of the Mansdorf

Family Revocable Trust, and Mildred Mansdorf

Defendant:

Michele Giacomazza, aka Michael Giacomazza, aka Michael Gatto, Malibu Hills Ranch Corporation, Joint Venture Corporation aka Joint Venture, LLC, United American Engineering and Development, Kathryn Giacomazza, aka Kathryn Giacomazza, aka Kathryn Gatto, Alfred Keep, Gail Johnson, Frank Firestone, Debra Bertram, H.P. Sadighm, Omar Veneatan, Hyun Ok Grant, Mark Leonardo, Chevy Chase Bank, a California corporation, Jana Sanchez, Susan Arnout, Limar Caseres Delicano, Southland

Title Insurance Company, and DOES 1 to 50 inclusive

Purpose:

Damages and preliminary relief

The effect of a deed executed by Harold Mansdorf, Successor Trustee of The Lee Mansdorf Family Trust dated August 31, 1967, also known as The Lee Mansdorf Family Trust, also known as The Mansdorf Family Revocable Trust to Malibu Hills Ranch Inc., a Nevada corporation, recorded April 17, 2007 as Instrument No. 07-79439 of Official Records.

At the date of recording of the document, the grantor had no record interest in the land.

123. Notice of pendency of action recorded February 22, 2008 as Instrument No. 08-25341 of Official Records.

Court:

Superior Court of the State of California for the County of Los

Angeles, Central District

Case No.:

BC385946

Plaintiff:

Harry ("Harold") Mansdorf, et al

Defendant:

Michele Giacomazza aka Michael Giacomazza aka Michael Gatto,

et al

Purpose:

Pretiminary Relief concerning real property

Page Number: 24

124. Notice of pendency of action recorded August 02, 2011 as Instrument No. 20110802-00112997-0 1/2 of Official Records.

Court: Superior Court
Case No.: BC425880

Plaintiff: John C. Torjesen, an individual

Defendant: Harry Mansdorf, individually and as Trustee of the Mansdorf

Family Trust, Jaime Gonzales, an individual, Robert Mullen, an individual, Paul Orloff, an individual, and Does 1 through 100,

Inclusive

Purpose: Real Property Claim

125. A certified copy of a judgment or an abstract thereof, recorded April 25, 2012 as Instrument No. 20120425-00075907-0 1/2 of Official Records.

Court: Superior Court of California, County of Los Angeles

Case No.: BC425880
Debtor: Harry Mansdorf

Creditor: John C. Torjesen and Associates PC

Amount: \$2,000,000.00, and any other amounts due thereunder.

126. A writ of attachment recorded October 11, 2012 as Instrument No. 20121011-00181994-0 1/6 of Official Records.

Court: Los Angeles Superior Court

Case No.: BC425880

Plaintiff: John C. Torjesen and Associates PC
Defendant: Harry Mansdorf, Mansdorf Family Trust

Amount Secured: \$2,074,312.48

127. The effect of a deed executed by Harry ("Harold") Mansdorf, as Successor Trustee of the Mansdorf Trust also known as the Mansdorf Family Trust and/or Mansdorf Family Revocable Trust to Harry ("Harold") Mansdorf, a married man and Jaime De Jesus Gonzalez, a single man as joint tenants, recorded November 13, 2012 as Instrument No. 20121721986 of Official Records.

The grantee/one of the grantees named in the deed does not appear to be an entity capable of acquiring title to real property.

- 128. Prior to the issuance of any policy of title insurance, the Company will require:
  "All trust documents"
- 129. Rights of parties in possession.
- 130. The effect of the deed given by the sheriff, recorded April 18, 2013 as Instrument No. 20130418-00071134-0 of Official Records.

We will require (1) the recording of a deed from the Debtors, and releases of all liens and encumbrances which interests may have been divested by reason of the sheriff's sale or (2) the recording of a final decree quieting title.

131. Any insufficiency or invalidity of the proceedings leading up to and including the tax collector's deed or sheriff's deed to County Line Holdings, LLC, a Delaware limited liability company.

Page Number: 25

132. A certified copy of a judgment or an abstract thereof, recorded May 10, 2013 as Instrument No. 20130510-00085853-0 of Official Records.

Court:

Superior Court of California, County of Los Angeles

Case No.

BS142057

Debtor:

Estate of Harry Mansdorf, deceased, any successor trustee of the

Mansdorf Family Trust

Creditor:

Quinn Emanuel Urquhart & Sullivan, LLP

Amount:

\$511,124.00, and any other amounts due thereunder

133. A writ of execution recorded July 24, 2013 as Instrument No. 20130724-00130822-0 of Official

Records.

Court:

Superior Court of California, County of Los Angeles

Case No.:

BC363659

Debtor:

Harold Mansdorf, Mildred Mansdorf

Creditor:

Janice M. McClanahan

Amount:

\$13,917,106.11, and any other amounts due thereunder.

Page Number: 26

#### **INFORMATIONAL NOTES**

- 1. The property covered by this report is vacant land.
- 2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

- 3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
- 4. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:

#### A. WITH RESPECT TO A CORPORATION:

- 1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
- A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
- 3. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

#### B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:

- 1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
- 2. A full copy of the partnership agreement and any amendments;
- 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
- 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

## C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:

- 1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
- 2. A full copy of the partnership agreement and any amendment;
- 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
- 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

## D. WITH RESPECT TO A GENERAL PARTNERSHIP:

1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;

Page Number: 27

2. A full copy of the partnership agreement and any amendments;

3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.

### E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:

- 1. A copy of its operating agreement and any amendments thereto;
- 2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
- 3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
- 4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
  - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
  - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
- 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

#### F. WITH RESPECT TO A TRUST:

- 1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
- 2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
- 3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.

#### G. WITH RESPECT TO INDIVIDUALS:

1. A statement of information.

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

\*\*\*\*\*To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.\*\*\*\*

#### LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Ventura, State of California, described as follows:

#### PARCEL 1:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM ½ OF ALL OIL, GAS AND MINERALS THAT SHALL EVER BE DEVELOPED UPON SAID LAND, AS RESERVED BY LARRY PRINGLE, AS EXECUTOR OF THE ESTATE OF CLAIR B. BRUNSON, DECEASED, IN THE DEED RECORDED MARCH 04, 1958, IN BOOK 1595, PAGE 253, OFFICIAL RECORDS.

#### PARCEL 2:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEED RECORDED NOVEMBER 12, 1981, AS INSTRUMENT NO. 81-107980, OFFICIAL RECORDS.

#### PARCEL 3:

THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM ½ OF ALL OIL, GAS AND MINERALS THAT SHALL EVER BE DEVELOPED UPON SAID LAND, AS RESERVED BY LARRY PRINGLE, AS EXECUTOR OF THE ESTATE OF CLAIR B. BRUNSON, DECEASED, IN THE DEED RECORDED MARCH 04, 1958, IN BOOK 1595, PAGE 253, OFFICIAL RECORDS, AND RE RECORDED IN BOOK 5164, PAGE 294, OFFICIAL RECORDS.

#### PARCEL 4:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM AN UNDIVIDED ½ INTEREST IN ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, BUT WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED BY PHILLIP FULTON, A MARRIED MAN, IN DEED RECORDED MAY 05, 1965, IN BOOK 2781, PAGE 569, OFFICIAL RECORDS.

#### PARCEL 5:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 1

Page Number: 29

SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA. ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM AN UNDIVIDED ½ INTEREST IN ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, BUT WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED BY MARGARET MCEWEN, A MARRIED WOMAN, IN DEED RECORDED SEPTEMBER 16, 1965, IN BOOK 2862, PAGE 473, OFFICIAL RECORDS.

#### PARCEL 6:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEED RECORDED FEBRUARY 01, 1976, IN BOOK 4541, PAGE 240, OFFICIAL RECORDS.

#### PARCEL 7:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM AN UNDIVIDED ½ INTEREST IN ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEED RECORDED NOVEMBER 12, 1981, AS INSTRUMENT NO. 81-107980, OFFICIAL RECORDS.

#### PARCEL 8:

LOTS 1, 2, 3, 4 AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20; LOTS 1, 2, 3, 4, 5 AND THE EAST HALF OF THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21; AND LOT 1 OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT, FILED IN THE DISTRICT LAND OFFICE.

EXCEPTING ANY PORTION OF THE LAND BELOW THE LINE OF ORDINARY HIGH WATER MARK WHERE IT WAS LOCATED PRIOR TO ANY ARTIFICIAL OR AVULSIVE CHANGES IN THE LOCATION OF THE SHORELINE.

EXCEPT THEREFROM AN UNDIVIDED ½ INTEREST IN ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER SAID LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFORE AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAT SAID LAND, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF SAID LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND OR

Page Number: 30

OTHERWISE IN SUCH MANNER AS TO ENDANGER THE SAFETY OF ANY HIGHWAY THAT MAY BE CONSTRUCTED ON SAID LANDS, AS RESERVED BY DEED RECORDED FEBRUARY 10, 1964, IN BOOK 2477, PAGE 468, OFFICIAL RECORDS.

#### PARCEL 9:

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT, FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM ½ OF ALL OIL, GAS, MINERAL RIGHTS AND ALL RIGHTS NECESSARY FOR THE DEVELOPMENT OF SAME, AS EXCEPTED BY NELLE A. HOLMES, FORMERLY NELLE A. COLLINS, IN DEED RECORDED MAY 11, 1960, IN BOOK 1866, PAGE 303, OFFICIAL RECORDS.

#### PARCEL 10:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT, FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM ½ OF ALL OIL, GAS, MINERAL RIGHTS AND ALL RIGHTS NECESSARY FOR THE DEVELOPMENT OF SAME, AS EXCEPTED BY NELLE A. HOLMES, FORMERLY NELLE A. COLLINS, IN DEED RECORDED MAY 11, 1960, IN BOOK 1866, PAGE 303, OFFICIAL RECORDS.

### PARCEL 11:

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT, FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM ½ OF ALL OIL, GAS, MINERAL RIGHTS AND ALL RIGHTS NECESSARY FOR THE DEVELOPMENT OF SAME, AS EXCEPTED BY NELLE A. HOLMES, FORMERLY NELLE A. COLLINS. IN DEED RECORDED MAY 11, 1960. IN BOOK 1866, PAGE 303, OFFICIAL RECORDS.

## PARCEL 12:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM ½ OF ALL OIL, GAS, MINERAL RIGHTS AND ALL RIGHTS NECESSARY FOR THE DEVELOPMENT OF SAME, AS EXCEPTED BY NELLE A. HOLMES, FORMERLY NELLE A. COLLINS, IN DEED RECORDED MAY 11, 1960, IN BOOK 1866, PAGE 303, OFFICIAL RECORDS.

#### PARCEL 13:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM 1/2 OF ALL OIL, GAS, MINERAL RIGHTS AND ALL RIGHTS NECESSARY FOR

THE DEVELOPMENT OF SAME, AS EXCEPTED BY NELLE A. HOLMES, FORMERLY NELLE A. COLLINS, IN DEED RECORDED IN BOOK 1866, PAGE 303, OFFICIAL RECORDS.

### PARCEL 14:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM ½ OF ALL OIL, GAS, MINERAL RIGHTS AND ALL RIGHTS NECESSARY FOR THE DEVELOPMENT OF SAME, AS EXCEPTED BY NELLE A. HOLMES, FORMERLY NELLE A. COLLINS, IN DEED RECORDED IN 800K 1866, PAGE 303, OFFICIAL RECORDS.

#### PARCEL 15:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM AN UNDIVIDED ½ INTEREST IN ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEED RECORDED MARCH 24, 1965, IN BOOK 2756, PAGE 358, OFFICIAL RECORDS.

#### PARCEL 16:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM A 30 FEET WIDE STRIP OF LAND FOR ROADWAY PURPOSES, ACROSS PORTIONS OF SECTIONS 17 AND 20, TOWNSHIP 1 SOUTH, RANGE 20 WEST, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 17, DISTANT THEREON NORTH 1° 29' 22" WEST, A DISTANCE OF 72.95 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTH 61° 18' EAST 207.75 FEET; THENCE SOUTH 53° 22' EAST 70.97 FEET; THENCE SOUTH 58° 40' EAST 152.90 FEET; THENCE NORTH 89° 32' EAST 127.64 FEET; THENCE SOUTH 62° 42' EAST 102.70 FEET; THENCE SOUTH B0° 41' EAST 152.90 FEET; THENCE NORTH 61° 59' EAST 205.65 FEET; THENCE NORTH 48° 43' EAST 83.82 FEET; THENCE NORTH 25° 03' EAST 96.14 FEET; THENCE SOUTH 69° 47' EAST 49.20 FEET; THENCE SOUTH 43° 18' EAST 120.85 FEET; THENCE SOUTH 18° 56' EAST 124.55 FEET; THENCE SOUTH 33° 24' EAST TO THE WEST LINE OF THE WEST HALF, NORTH EAST QUARTER, NORTHWEST OUARTER.

ALSO EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN DEED RECORDED IN BOOK 4916, PAGE 86, OFFICIAL RECORDS.

### PARCEL 17:

LOT 4 OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

Page Number: 32

EXCEPTING THEREFROM ALL LAND LYING NORTH OF THE CENTERLINE OF THE PACIFIC COAST HIGHWAY.

ALSO EXCEPTING ANY PORTION OF THE LAND BELOW THE LINE OF ORDINARY HIGH WATER MARK WHERE IT WAS LOCATED PRIOR TO ANY ARTIFICIAL OR AVULSIVE CHANGES IN THE LOCATION OF THE SHORELINE.

ALSO EXCEPT THEREFROM AN UNDIVIDED ½ INTEREST IN ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER SAID LAND, TOGETHER WITH THE PERPETUAL RIGHT TO DRILLING, MINING, EXPLORING AND OPERATING THEREFORE AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAT SAID LAND, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF SAID LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFT UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND OR OTHERWISE IN SUCH MANNER AS TO ENDANGER THE SAFETY OF ANY HIGHWAY THAT MAY BE CONSTRUCTED ON SAID LANDS, AS RESERVED BY DEED RECORDED FEBRUARY 10, 1964, IN BOOK 2477, PAGE 468, OFFICIAL RECORDS.

#### PARCEL 18:

LOT 4 OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPTING THEREFROM ALL LAND LYING SOUTH OF THE CENTERLINE OF THE PACIFIC COAST HIGHWAY.

ALSO EXCEPTING ANY PORTION OF THE LAND BELOW THE LINE OF ORDINARY HIGH WATER MARK WHERE IT WAS LOCATED PRIOR TO ANY ARTIFICIAL OR AVULSIVE CHANGES IN THE LOCATION OF THE SHORELINE.

ALSO EXCEPT THEREFROM AN UNDIVIDED ½ INTEREST IN ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER SAID LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFORE AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAT SAID LAND, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO THROUGH OR ACROSS THE SUBSURFACE OF SAID LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFT UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND OR OTHERWISE IN SUCH MANNER AS TO ENDANGER THE SAFETY OF ANY HIGHWAY THAT MAY BE CONSTRUCTED ON SAID LANDS, AS RESERVED BY DEED RECORDED FEBRUARY 10, 1964, IN BOOK 2477, PAGE 468, OFFICIAL RECORDS.

### PARCEL 19:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 1

Page Number: 33

SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT, FILED IN THE DISTRICT LAND OFFICE.

#### PARCEL 20:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM A 30 FEET WIDE STRIP OF LAND FOR ROADWAY PURPOSES, ACROSS PORTIONS OF SECTIONS 17 AND 20, TOWNSHIP 1 SOUTH, RANGE 20 WEST, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 17, DISTANT THEREON NORTH 1° 29' 22" WEST, A DISTANCE OF 72.95 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTH 61° 18' EAST 207.75 FEET; THENCE SOUTH 53° 22' EAST 70.97 FEET; THENCE SOUTH 30° 55' EAST 65.97 FEET; THENCE SOUTH 58° 40' EAST 152.90 FEET; THENCE NORTH 89° 32' EAST 127.64 FEET; THENCE SOUTH 62° 42' EAST 102.70 FEET; THENCE SOUTH 80° 41' EAST 152.90 FEET; THENCE NORTH 61° 59' EAST 205.65 FEET; THENCE NORTH 48° 43' EAST 83.82 FEET; THENCE NORTH 25° 03' EAST 96.14 FEET; THENCE SOUTH 69° 47' EAST 49.20 FEET; THENCE SOUTH 43° 18' EAST 120.85 FEET; THENCE SOUTH 18° 56' EAST 124.55 FEET; THENCE SOUTH 33° 24' EAST TO THE WEST LINE OF THE WEST HALF, NORTHEAST QUARTER, NORTHWEST QUARTER.

ALSO EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN DEED RECORDED IN BOOK 4916, PAGE 86, OFFICIAL RECORDS.

#### PARCEL 21:

THE EAST ½ OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT, FILED IN THE DISTRICT LAND OFFICE.

#### PARCEL 22:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

#### PARCEL 23:

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT AN UNDIVIDED ½ INTEREST IN AND TO ALL CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM AND ALL KINDRED SUBSTANCES AND OTHER MINERALS LYING BELOW A DEPTH OF 500 FEET OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY TO EXTRACT THE SAME, AS RESERVED BY PAUL D. FULTON, IN DEED RECORDED MARCH 29, 1965, IN BOOK 2759, PAGE 129, OFFICIAL RECORDS.

ALSO EXCEPT AN UNDIVIDED 25% OF ALL AND MINERAL RIGHTS BELOW A DEPTH OF 500 FEET AND WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED BY DEER ENTERPRISES, A GENERAL PARTNERSHIP, IN DEED RECORDED MAY 01, 19B1, AS INSTRUMENT NO. 81-39902,

Page Number: 34

OFFICIAL RECORDS.

#### PARCEL 24A:

LOTS 1, 2, 3 AND 4 AND THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND FILED APRIL 10, 1900, IN THE DISTRICT LAND OFFICE.

EXCEPT THE INTEREST IN A STRIP OR PARCEL OF LAND 60 FEET WIDE, CONVEYED TO VENTURA COUNTY BY DEED RECORDED MARCH 08, 1933, IN BOOK 393, PAGE 59, OFFICIAL RECORDS, AS A PUBLIC ROAD OR HIGHWAY.

#### PARCEL 24B:

LOT 5 OF SECTION 17 TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON APRIL 19, 1900.

#### EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5 OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN; THENCE IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 650 FEET; THENCE AT RIGHT ANGLES TO THE FIRST LINE IN AN EASTERLY DIRECTION 200 FEET; THENCE PARALLEL WITH THE FIRST LINE OF THIS DESCRIPTION IN A SOUTHERLY DIRECTION 650 FEET; THENCE IN A WESTERLY DIRECTION 200 FEET TO THE POINT OF BEGINNING.

## PARCEL 25:

THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

#### PARCEL 26:

THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

APN: 700-0-070-435 and 700-0-050-205 and 700-0-050-120 and 700-0-050-355 and 700-0-050-245 and 700-0-050-085 and 700-0-050-375 and 700-0-050-385 and 700-0-050-195 and 700-0-050-365 and 700-0-050-140 and 700-0-010-240 and 700-0-050-095 and 700-0-050-185 and 700-0-050-325 and 700-0-050-345 and 700-0-050-315 and 700-0-050-335 and 700-0-070-445 and 700-0-070-425 and 700-0-010-115 and 700-0-010-100 and 700-0-070-415 and 700-0-050-390 and 700-0-050-400 and 700-0-010-530 and 700-0-050-410 and 700-0-010-540 and 700-0-010-520 and 700-0-010-050 and 700-0-010-490 and 700-0-050-055 and 700-0-010-040 and 700-0-050-215

Page Number: 35

### The First American Corporation

First American Title Company
Privacy Policy

## We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

## Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

## **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Page Number: 36

## CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10) 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; (d) improvements on the Land;
  - (b) zoning; (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  $11\ \mathrm{or}\ 21.$
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

#### LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

Your Deductible Amount	Our Maximum Oollar Limit of Liability
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

## ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

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

- Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - (a) and use
  - (b) improvements on the land
  - (c) and division
    - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

- 2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
- 3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you

Page Number: 37

(d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

- 4. Failure to pay value for your title.
- 5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

## 2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

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

- 1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement erected on the Land;
  - iii. the subdivision of land; or
  - iv. environmental protection:

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- b. Any governmental police power. This Exclusion 1(b) does not medify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - a. a fraudulent conveyance or fraudulent transfer, or
  - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

### **EXCEPTIONS FROM COVERAGE**

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

Page Number: 38

(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.

- 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.
- Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

## 2006 ALTA OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

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

- 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.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - a. a fraudulent conveyance or fraudulent transfer, or
  - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

#### **EXCEPTIONS FROM COVERAGE**

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

Page Number: 39

(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.

- 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.

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

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses 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, 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.
- 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.
- 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.