



Commitment For Title Insurance

First American Title Insurance Company

64-0209 4

First American Title Insurance Company

2 First American Way, Santa Ana, California 92707
(P.O. Box 267, Santa Ana, California 92702)
(714) 800-3000

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT

TABLE OF CONTENTS

	Page
AGREEMENT TO ISSUE POLICY	1
CONDITIONS	2
SCHEDULE A	
1. Commitment Date	3
2. Policies to be issued, Amounts and Proposed Insureds	3
3. Interest in the Land and Owner	3
4. Description of the Land	3
SCHEDULE B-1 -- Requirements	
SCHEDULE B-2 -- Exceptions	

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, please contact the issuing office.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on Page 2.

The Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

BY *Gary L. Keruett* PRESIDENT

ATTEST *Mark A. Anderson* SECRETARY

COUNTERSIGNED

Eric Bowen

BY ERIC BOWEN, TITLE OFFICER
DIRECT TELEPHONE NUMBER - 714-800-4733
FAX NUMBER - 714-800-4751



CONDITIONS

1. **DEFINITIONS**
(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

 2. **LATER DEFECTS**
The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

 3. **EXISTING DEFECTS**
If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

 4. **LIMITATION OF OUR LIABILITY**
Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

 comply with the Requirements shown in Schedule B - Section 1

 or

 eliminate with our written consent any Exceptions shown in Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

 5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**
Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.
-

RE: NCS-19928-SC

SCHEDULE A

1. COMMITMENT DATE: APRIL 8, 2003 AT 7:30 A.M.

2. POLICY OR POLICIES TO BE ISSUED:

OWNERS POLICY:

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS
(#9 ON COMMITMENT COVER)

POLICY AMOUNT: \$(TO BE DETERMINED)
PREMIUM AMOUNT: \$(TO BE DETERMINED)

PROPOSED INSURED:

(TO BE DETERMINED).

3. (a) THE ESTATE OR INTEREST IN THE LAND DESCRIBED IN THIS COMMITMENT IS:

A FEE.

3. (b) TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE STATE PUBLIC WORK BOARD PER FINAL ORDER OF CONDEMNATION, SUPERIOR COURT CASE NO. 52195 RECORDED AUGUST 29, 1950 IN BOOK 2063, PAGE 534 OF OFFICIAL RECORDS..

4. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, CITY OF COSTA MESA, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT A OF THE BANNING TRACT, AS SHOWN ON A MAP OF SAID TRACT FILED IN THE CASE OF HANCOCK BANNING, ET AL, VS. MARY H. BANNING FOR PARTITION AND BEING CASE NO. 6385 UPON THE REGISTER OF ACTIONS OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF LOS ANGELES, BOUNDED AS FOLLOWS:

BOUNDED NORTHWESTERLY, WESTERLY, SOUTHERLY AND EASTERLY BY THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT A DISTANT THEREON SOUTH 89°28'13" WEST 1690.00 FEET FROM THE CENTERLINE OF HARBOR BOULEVARD, SAID POINT BEING THE MOST NORTHERLY NORTHEAST CORNER OF THE LAND DESCRIBED IN PARCEL 1 OF THE DEED TO THE CITY OF COSTA MESA RECORDED MARCH 19, 1980 IN BOOK 13540, PAGE 864 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA; THENCE, ALONG THE GENERAL NORTHEASTERLY LINE OF SAID PARCEL 1 THE FOLLOWING COURSES AND DISTANCES: SOUTH 1°48'15" EAST 247.80 FEET, SOUTH 7°15'31" WEST 220.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 570.00 FEET, SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°12'07" AN ARC DISTANCE OF 419.84 FEET TO THE BEGINNING OF A NON-TANGENT LINE, SOUTH 73°03'25" WEST ALONG SAID NON-TANGENT LINE 297.20 FEET, SOUTH 77°39'25" WEST 360.52, SOUTH 83°13'52" WEST 244.09 FEET, SOUTH 43°30'34" WEST 325.37 FEET, SOUTH 18°00'03" WEST 499.26 FEET, SOUTH 72°00'13" EAST 398.80 FEET, SOUTH 17°33'50" WEST 34.79 FEET, SOUTH 72°03'25" EAST 214.13 FEET, SOUTH 18°19'35" WEST 803.10 FEET, SOUTH 2°39'12" WEST 139.99 FEET, SOUTH 21°35'14" EAST 90.20 FEET, SOUTH 37°32'02" EAST 90.07 FEET, SOUTH 52°52'29" EAST 99.78 FEET, SOUTH 14°23'14" EAST 16.34 FEET, NORTH 80°43'35" EAST 39.91 FEET, SOUTH 72°09'16" EAST 620.93 FEET, SOUTH 73°12'12" EAST 648.80 FEET, SOUTH 86°23'19" EAST 171.77 FEET, NORTH 68°13'24" EAST 127.61 FEET, NORTH 54°54'19" EAST 90.17 FEET, NORTH 17°59'15" EAST 1523.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 120.00 FEET, NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°28'26" AN ARC DISTANCE OF 185.30 FEET, SOUTH 73°32'19" EAST 113.70 FEET, SOUTH 44°19'01" EAST 237.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°10'12" AN ARC DISTANCE OF 91.05 FEET AND NORTH 83°30'47" EAST 36.21 FEET TO A POINT ON A LINE PARALLEL WITH AND 60.00 FEET, MEASURED AT RIGHT ANGLES, WESTERLY OF THE CENTERLINE OF HARBOR BOULEVARD; THENCE CONTINUING NORTH 83°30'47" EAST 60.00 FEET TO SAID CENTERLINE OF HARBOR BOULEVARD;

BOUNDED GENERALLY NORTHERLY BY THE SOUTHERLY LINE OF LOT 1 OF TRACT NO. 12055, AS SHOWN ON A MAP RECORDED IN BOOK 534, PAGES 33 TO 36 INCLUSIVE, OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, THE SOUTHERLY LINE OF LOT A OF TRACT NO. 12594, AS SHOWN ON A MAP RECORDED IN BOOK 560, PAGES 42 TO 46 INCLUSIVE, OF SAID MISCELLANEOUS MAPS, THE SOUTHERLY AND SOUTHEASTERLY LINE OF LOT 3 OF TRACT NO. 12558, AS SHOWN ON A MAP RECORDED IN BOOK 594, PAGES 23 TO 28 INCLUSIVE, OF SAID MISCELLANEOUS MAPS, AND THE SOUTHERLY LINE AND EASTERLY PROLONGATION THEREOF OF LOT 2 OF SAID TRACT NO. 12558; AND

BOUNDED EASTERLY BY THE CENTERLINE OF HARBOR BOULEVARD, AS SAID CENTERLINE IS DESCRIBED IN THE DOCUMENT RECORDED AUGUST 29, 1941 IN BOOK 1105, PAGE 511 OF SAID OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN TRACT NO. 13348, AS SHOWN ON A MAP RECORDED IN BOOK 623, PAGES 7, 8 AND 9 OF SAID MISCELLANEOUS MAPS.

ALSO EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS, BY WHATEVER NAME KNOWN, THAT MAY BE WITHIN OR UNDER THE LAND, AS RESERVED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION, SUPERIOR COURT CASE NO. 52195, A CERTIFIED COPY OF WHICH WAS RECORDED

* * * * *

WARNING

"THE MAP ATTACHED HERETO MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED THEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED. FIRST AMERICAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP".

SCHEDULE B - SECTION 1

REQUIREMENTS

THE FOLLOWING REQUIREMENTS MUST BE MET:

- (A) PAY THE AGREED AMOUNTS FOR THE INTEREST IN THE LAND AND/OR THE MORTGAGE TO BE INSURED.
- (B) PAY US THE PREMIUMS, FEES AND CHARGES FOR THE POLICY.
- (C) DOCUMENTS SATISFACTORY TO US CREATING THE INTEREST IN THE LAND AND/OR THE MORTGAGE TO BE INSURED MUST BE SIGNED, DELIVERED AND RECORDED.
- (D) YOU MUST TELL US IN WRITING THE NAME OF ANYONE NOT REFERRED TO IN THIS COMMITMENT WHO WILL GET AN INTEREST IN THE LAND OR WHO WILL MAKE A LOAN ON THE LAND. WE MAY THEN MAKE ADDITIONAL REQUIREMENTS OR EXCEPTIONS.
- (E) RELEASE(S) OR RECONVEYANCE(S) OF ITEM(S)
- (F) OTHER -

FIRST AMERICAN WILL REQUIRE A RESOLUTION FROM THE STATE OF CALIFORNIA CONTEMPLATING THIS TRANSACTION.

- (G) YOU MUST GIVE US THE FOLLOWING INFORMATION:
 - X 1. ANY OFF RECORD LEASES, SURVEYS, ETC.
 - X 2. STATEMENT(S) OF IDENTITY, ALL PARTIES.
 - 3. OTHER -

SCHEDULE B - SECTION 2

EXCEPTIONS

ANY POLICY WE ISSUE WILL HAVE THE FOLLOWING EXCEPTIONS UNLESS THEY ARE TAKEN CARE OF TO OUR SATISFACTION. THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF THE POLICY OR POLICIES ARE SET FORTH IN EXHIBIT A ATTACHED. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS COMMITMENT.

1. GENERAL AND SPECIAL TAXES FOR THE FISCAL YEAR 2003-2004, A LIEN NOT YET DUE OR PAYABLE.

2. THE LIEN OF SUPPLEMENTAL TAXES ASSESSED PURSUANT TO CHAPTER 3.5 COMMENCING WITH SECTION 75 OF THE CALIFORNIA REVENUE AND TAXATION CODE.

NOTE: ALTHOUGH THE ABOVE SUPPLEMENTAL TAXES MAY BE A LIEN, THE INSTALLMENTS THEREOF ARE NOT YET DUE OR PAYABLE.

3. AN EASEMENT AS SET FORTH IN AN INSTRUMENT RECORDED AUGUST 29, 1941 IN BOOK 1105, PAGE 511 OF OFFICIAL RECORDS,
IN FAVOR OF: COUNTY OF ORANGE.
FOR: STREET AND INCIDENTAL PURPOSES.
OVER: THE EAST 40 FEET OF THE LAND.

4. AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS AND INCIDENTAL PURPOSES, AS SET FORTH IN AN INSTRUMENT RECORDED JANUARY 20, 1954 IN BOOK 2654, PAGE 103 OF OFFICIAL RECORDS.
IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY.
OVER: A PORTION OF THE LAND.

5. AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS AND INCIDENTAL PURPOSES, AS SET FORTH IN AN INSTRUMENT RECORDED MAY 20, 1959 IN BOOK 4721, PAGE 462 OF OFFICIAL RECORDS.
IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY.
OVER: A PORTION OF THE LAND.

6. THE EFFECT OF A MAP PURPORTING TO SHOW THE HEREIN DESCRIBED AND OTHER LAND RECORDED IN BOOK 60, PAGE 15 OF RECORD OF SURVEYS.

7. AN EASEMENT AS SET FORTH IN AN INSTRUMENT RECORDED MARCH 11, 1963 IN BOOK 6460, PAGE 747 OF OFFICIAL RECORDS,
IN FAVOR OF: THE COUNTY OF ORANGE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA.
FOR: ROAD AND INCIDENTAL PURPOSES (HARBOR BOULEVARD).
OVER: A STRIP OF LAND 20 FEET IN WIDTH, LYING ADJACENT TO AND WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF HARBOR BOULEVARD, 80 FEET IN WIDTH, AS DESCRIBED IN BOOK 1105, PAGE 511, OFFICIAL RECORDS.

8. AN EASEMENT AS SET FORTH IN AN INSTRUMENT RECORDED SEPTEMBER 27, 1972 IN BOOK 10345, PAGE 925 OF OFFICIAL RECORDS,
IN FAVOR OF: COSTA MESA SANITARY DISTRICT.
FOR: SANITARY SEWER PIPELINES AND INCIDENTAL PURPOSES.
OVER: A PORTION OF THE LAND.
9. AN EASEMENT AS SET FORTH IN AN INSTRUMENT RECORDED SEPTEMBER 27, 1972 IN BOOK 10345, PAGE 931 OF OFFICIAL RECORDS,
IN FAVOR OF: STATE OF CALIFORNIA.
FOR: SANITARY SEWER PIPELINES AND INCIDENTAL PURPOSES.
OVER: A PORTION OF THE LAND.
10. AN EASEMENT FOR EITHER OR BOTH UNDERGROUND LINES, CONDUITS AND INCIDENTAL PURPOSES, INCLUDING ABOVE-GROUND APPURTENANT FIXTURES, AS SET FORTH IN AN INSTRUMENT RECORDED AUGUST 1, 1973 IN BOOK 10830, PAGE 779 OF OFFICIAL RECORDS.
IN FAVOR OF: THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY.
OVER: A PORTION OF THE LAND.
11. AN EASEMENT FOR EITHER OR BOTH UNDERGROUND LINES, CONDUITS AND INCIDENTAL PURPOSES, INCLUDING ABOVE-GROUND APPURTENANT FIXTURES, AS SET FORTH IN AN INSTRUMENT RECORDED JUNE 22, 1976 IN BOOK 11782, PAGE 1850 OF OFFICIAL RECORDS.
IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY.
OVER: A PORTION OF THE LAND.
12. THE EFFECT OF A MAP PURPORTING TO SHOW THE HEREIN DESCRIBED AND OTHER LAND RECORDED IN BOOK 102, PAGE 23 OF RECORD OF SURVEYS.
13. AN EASEMENT AS SET FORTH IN AN INSTRUMENT RECORDED NOVEMBER 27, 1984 AS INSTRUMENT NO. 84-494315 OF OFFICIAL RECORDS,
IN FAVOR OF: THE CITY OF COSTA MESA.
FOR: TRAFFIC SIGNAL AND INCIDENTAL PURPOSES.
OVER: A PORTION OF THE LAND.
14. AN EASEMENT FOR EITHER OR BOTH UNDERGROUND LINES, CONDUITS AND INCIDENTAL PURPOSES, INCLUDING ABOVE-GROUND APPURTENANT FIXTURES, AS SET FORTH IN AN INSTRUMENT RECORDED NOVEMBER 8, 1985 AS INSTRUMENT NO. 85-432997 OF OFFICIAL RECORDS.
IN FAVOR OF: PACIFIC BELL.
OVER: A PORTION OF THE LAND.
15. AN EASEMENT AS SET FORTH IN AN INSTRUMENT RECORDED JULY 15, 1987 AS INSTRUMENT NO. 87-401657 OF OFFICIAL RECORDS,
IN FAVOR OF: THE CITY OF COSTA MESA.
FOR: BIKE TRAIL AND INCIDENTAL PURPOSES.
OVER: THE EASTERLY PORTION OF THE LAND.
16. THE FACT THAT (A PORTION OF NORTH SHELLEY CIRCLE AND ALL OF MARK LANE) ARE LEASED TO FAIRVIEW MANAGEMENT COMPANY AS NON-EXCLUSIVE RIGHTS OF INGRESS AND EGRESS ONLY.

NOTE: AFFECTS A PORTION OF THE LAND, AS DISCLOSED BY AN INSTRUMENT RECORDED JUNE 5, 1990 AS INSTRUMENT NO. 90-299374 OF OFFICIAL RECORDS.

17. AN EASEMENT AS SET FORTH IN AN INSTRUMENT RECORDED DECEMBER 11, 1990 AS INSTRUMENT NO. 90-649862 OF OFFICIAL RECORDS,
IN FAVOR OF: CITY OF COSTA MESA.
FOR: STREET AND INCIDENTAL PURPOSES.
OVER: A PORTION OF THE LAND.

18. AN EASEMENT AS SET FORTH IN AN INSTRUMENT RECORDED JANUARY 8, 1991 AS INSTRUMENT NO. 91-008640 OF OFFICIAL RECORDS,
IN FAVOR OF: CITY OF COSTA MESA.
FOR: STREET AND INCIDENTAL PURPOSES.
OVER: A PORTION OF THE LAND.

19. AN INSTRUMENT ENTITLED "AGREEMENT OF FEDERAL RIGHT TO RECOVER" RECORDED SEPTEMBER 8, 1993 AS INSTRUMENT NO. 93-0604538 OF OFFICIAL RECORDS; REFERENCE BEING MADE TO THE RECORD THEREOF FOR FULL PARTICULARS.

20. "ANY RIGHT OF THE UNITED STATES TO RECOVER AGAINST THE OWNER OR AGAINST THE TRANSFEREE OF SAID LAND OR ANY PORTION THEREOF BY REASON OF ADVANCES OF FEDERAL FUNDS MADE UNDER ANY FEDERAL ACT OR STATUTE PROVIDING FOR RECOVERY IN FAVOR OF THE UNITED STATES."

21. RIGHTS OF PARTIES IN POSSESSION OF THE LAND BY REASON OF UNRECORDED LEASES, IF ANY.

22. THERE IS LOCATED ON THE LAND COMMERCIAL IMPROVEMENTS KNOWN AS 2476 MARK LANE, COSTA MESA, CALIFORNIA.

DM
PLATS (CC&R'S, IF ANY) ENCLOSED.

NOTE 1: ACCORDING TO THE PUBLIC RECORDS, THERE HAVE BEEN NO DEEDS CONVEYING THE PROPERTY IN THIS COMMITMENT WITHIN A PERIOD OF SIX MONTHS PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS FOLLOWS:

NONE.

NOTE 2: TAXES FOR PRORATION FISCAL YEAR 2002-2003,
FIRST HALF: \$738.00, PAID.
SECOND HALF: \$738.00, PAID.
CODE AREA: 15-160.
A. P. NO.: 420-012-14.

NOTE 3: PREMIUM CHARGED FOR TITLE POLICY WILL BE BASE RATE.

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 TO 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 RECEIVED 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.

NOTICE

SECTION 12413.1 OF THE CALIFORNIA INSURANCE CODE, EFFECTIVE JANUARY 1, 1990, REQUIRES THAT ANY TITLE INSURANCE COMPANY, UNDERWRITTEN TITLE COMPANY, OR CONTROLLED ESCROW COMPANY HANDLING FUNDS IN AN ESCROW OR SUB-ESCROW CAPACITY, WAIT A SPECIFIED NUMBER OF DAYS AFTER DEPOSITING FUNDS, BEFORE RECORDING ANY DOCUMENTS IN CONNECTION WITH THE TRANSACTION OR DISBURSING FUNDS. THIS STATUTE ALLOWS FOR FUNDS DEPOSITED BY WIRE TRANSFER TO BE DISBURSED THE SAME DAY AS DEPOSIT. IN THE CASE OF CASHIER'S CHECKS OR CERTIFIED CHECKS, FUNDS MAY BE DISBURSED THE NEXT DAY AFTER DEPOSIT. IN ORDER TO AVOID UNNECESSARY DELAYS OF THREE TO SEVEN DAYS, OR MORE, PLEASE USE WIRE TRANSFER, CASHIER'S CHECKS, OR CERTIFIED CHECKS WHENEVER POSSIBLE.

IF YOU HAVE ANY QUESTIONS ABOUT THE EFFECT OF THIS NEW LAW, PLEASE CONTACT YOUR LOCAL FIRST AMERICAN OFFICE FOR MORE DETAILS.

NOTICE

IN ACCORDANCE WITH SECTIONS 18662 AND 18668 OF THE REVENUE AND TAXATION CODE, A BUYER MAY BE REQUIRED TO WITHHOLD AN AMOUNT EQUAL TO THREE AND ONE-THIRD PERCENT OF THE SALES PRICE IN THE CASE OF THE DISPOSITION OF CALIFORNIA REAL PROPERTY INTEREST BY EITHER:

1. A SELLER WHO IS AN INDIVIDUAL WITH A LAST KNOWN STREET ADDRESS OUTSIDE OF CALIFORNIA OR WHEN THE DISBURSEMENT INSTRUCTIONS AUTHORIZE THE PROCEEDS BE SENT TO A FINANCIAL INTERMEDIARY OF THE SELLER, OR
2. A CORPORATE SELLER WHICH HAS NO PERMANENT PLACE OF BUSINESS IN CALIFORNIA.

THE BUYER MAY BECOME SUBJECT TO PENALTY FOR FAILURE TO WITHHOLD AN AMOUNT EQUAL TO THE GREATER OF 10 PERCENT OF THE AMOUNT REQUIRED TO BE WITHHELD OR FIVE HUNDRED DOLLARS (\$500).

HOWEVER, NOTWITHSTANDING ANY OTHER PROVISION INCLUDED IN THE CALIFORNIA STATUTES REFERENCED ABOVE, NO BUYER WILL BE REQUIRED TO WITHHOLD ANY AMOUNT OR BE SUBJECT TO PENALTY FOR FAILURE TO WITHHOLD IF:

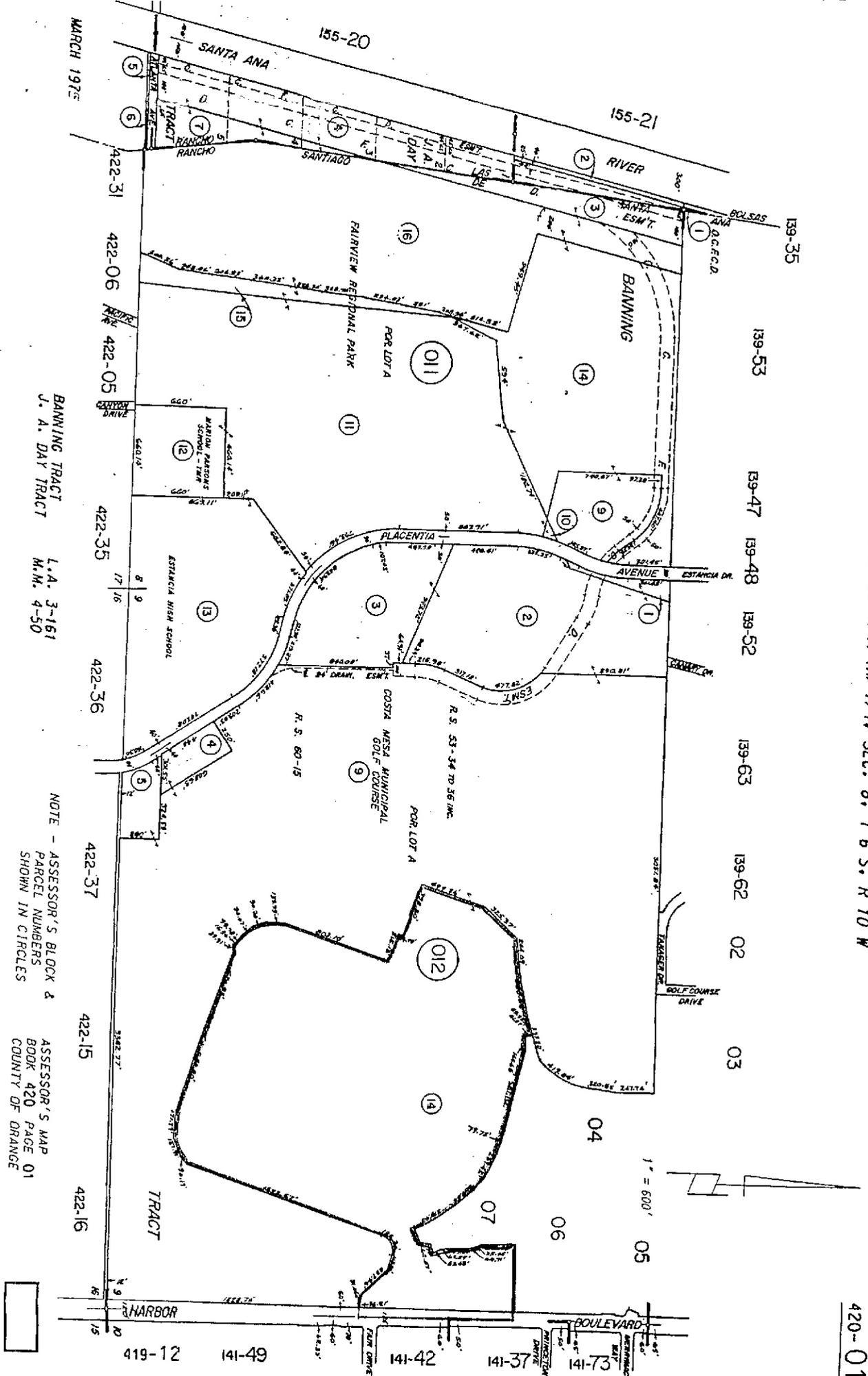
1. THE SALES PRICE OF THE CALIFORNIA REAL PROPERTY CONVEYED DOES NOT EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000), OR
2. THE SELLER EXECUTES A WRITTEN CERTIFICATE, UNDER THE PENALTY OF PERJURY, CERTIFYING THAT THE SELLER IS A RESIDENT OF CALIFORNIA, OR IF A CORPORATION, HAS A PERMANENT PLACE OF BUSINESS IN CALIFORNIA, OR
3. THE SELLER, WHO IS AN INDIVIDUAL, EXECUTES A WRITTEN CERTIFICATE, UNDER THE PENALTY OF PERJURY, THAT THE CALIFORNIA REAL PROPERTY BEING CONVEYED IS THE SELLER'S PRINCIPAL RESIDENCE (AS DEFINED IN SECTION 1034 OF THE INTERNAL REVENUE CODE).

THE SELLER IS SUBJECT TO PENALTY FOR KNOWINGLY FILING A FRAUDULENT CERTIFICATE FOR THE PURPOSE OF AVOIDING THE WITHHOLDING REQUIREMENT.

THE CALIFORNIA STATUTES REFERENCED ABOVE INCLUDE PROVISIONS WHICH AUTHORIZE THE FRANCHISE TAX BOARD TO GRANT REDUCED WITHHOLDING AND WAIVERS FROM WITHHOLDING ON A CASE-BY-CASE BASIS.

THE PARTIES TO THIS TRANSACTION SHOULD SEEK AN ATTORNEY'S, ACCOUNTANT'S, OR OTHER TAX SPECIALIST'S OPINION CONCERNING THE EFFECT OF THIS LAW ON THIS TRANSACTION AND SHOULD NOT ACT ON ANY STATEMENTS MADE OR OMITTED BY THE ESCROW OR CLOSING OFFICER.

PDR. E 1/2, SE 1/4, NW 1/4, SEC. 8, T 6 S, R 10 W



BANNING TRACT
J. A. DAY TRACT
L.A. 3-161
M.M. 4-50

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

ASSESSOR'S MAP BOOK 420 PAGE 01 COUNTY OF ORANGE

