

**NORTH AMERICAN TITLE INSURANCE COMPANY**

**POLICY OF TITLE INSURANCE**

10/12/03  
 Carolyn:  
 This was a LAP  
 it did not have  
 any agreement #  
 assign to it.  
 For Parcel F El Centro Project  
 Winncrest Natomas LLC  
 Water Tank Site  
 APN: 225-1480-067  
 Jim

**TITLE INSURANCE**

ISSUED BY  
**NORTH AMERICAN TITLE INSURANCE COMPANY**

THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE A, NORTH AMERICAN TITLE INSURANCE COMPANY, a California corporation, of Date of Policy shown in Schedule A, against loss or damage, sustained or incurred by the insured by reason of:

1. Any interest or claim described in Schedule A being vested other than as stated therein; or any encumbrance on the title;

2. Any interest or claim derived from the land;

3. Any interest or claim of the lien of the insured mortgage upon the title;

6. The priority of any lien or encumbrance over the lien of the insured mortgage; said mortgage being shown in Schedule B in the order of its priority;

7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

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

IN WITNESS WHEREOF, North American Title Insurance Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

**NORTH AMERICAN TITLE INSURANCE COMPANY**

BY 

PRESIDENT

ATTEST 

SECRETARY



## EXCLUSIONS FROM COVERAGE

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

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

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes:
  - (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any such successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land;
  - (ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;
  - (iii) the parties designated in Section 2(a) of these Conditions and Stipulations.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "insured lender": the owner of an insured mortgage.
- (d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.
- (e) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (f) "land": the land described or referred to in Schedule (A), and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule (A), nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE.

- (a) **After Acquisition of Title.** If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of the insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly owned subsidiary of the insured corporation and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insured; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.
- (b) **After Conveyance of Title.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.
- (c) **Amount of Insurance:** The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:
  - (i) The amount of insurance stated in Schedule A;
  - (ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or
  - (iii) The amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

- (a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.
- (b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.
- (d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such

insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

### 5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

### 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.
  - (i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or
  - (ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.
- If the Company offers to purchase the indebtedness as hereinafter provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.
- Upon the exercise by the Company of the option provided for in paragraph a(i), all liability and obligations to the insured under this policy, other than to make the payment required in that paragraph, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.
- Upon the exercise by the Company of the option provided for in paragraph a(ii) the Company's obligation to an insured Lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.
  - (i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or
  - (ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.
- Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

### 7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

- (a) The liability of the Company under this policy to an insured lender shall in no case exceed the least of:
  - (i) The Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;
  - (ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or
  - (iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.
- (b) In the event the insured lender has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.
- (c) The liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the least of:
  - (i) The Amount of Insurance stated in Schedule A; or
  - (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.
- (d) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

### 8. LIMITATION OF LIABILITY.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, or, if applicable, to the lien of the insured mortgage, as insured.
- (c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in setting any claim or suit without the prior written consent of the Company.
- (d) The Company shall not be liable for:
  - (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or
  - (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and

continued to be obligated to advance at and after Date of Policy.

### 9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, as to an insured lender, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of insurance afforded under this policy as to any such insured, except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

### 10. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

The provisions of this Section shall not apply to an insured lender, unless such insured acquires title to said estate or interest in satisfaction of the indebtedness secured by an insured mortgage.

### 11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

### 12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) **The Company's Right of Subrogation.**  
Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated (i) as to an insured owner, to all rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss; and (ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

### (b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by an insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

### (c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

### 13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

### 14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### 15. SEVERABILITY.

In the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

### 16. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and be addressed to it at its main office at 2185 N. California Blvd., Suite 575, Walnut Creek, California 94596.

**SCHEDULE A**

<b>Policy No.:</b>	209760	<b>Premium:</b>	\$722.70
<b>Order No.:</b>	70001430	<b>Liability:</b>	\$110,713.00
<b>Date of Policy:</b>	JUNE 12, 2002 at 8:39 AM		

**1. Name of Insured:**

CITY OF SACRAMENTO, A MUNICIPAL CORPORATION

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

A FEE

**3. Title to the estate or interest in the land is vested in:**

CITY OF SACRAMENTO, A MUNICIPAL CORPORATION

**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

**Part I**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceeding, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by 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.

North American Title Insurance Company

**SCHEDULE B**

**Part II**

1. General and special property taxes, and any assessments collected with taxes, including utility assessments, are a lien not yet payable to be levied for the fiscal year 2002/2003.

A. The herein described property lies within the SAFCA CAPITAL ASSMT. #2.

ASSESSMENT CODE: 195

Said assessment includes an unpaid principal, interest and handling charges which are collected in installments with the County taxes.

Failure to pay said taxes prior to the delinquency date may result in the above assessment being removed from the County Tax Roll and is subject to Accelerated Judicial Bond Foreclosure.

B. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.

C. Any unpaid assessments against the land herein described and its proportion of and general outstanding indebtedness of Reclamation District Number 1000.

Said Reclamation District Assessment is collected with the County taxes.

2. Reservation for private road and canal in favor of Natomas Company of California as shown on the filed Map 16, Page 3

Affects: THE EASTERLY 35 FEET OF PARCELS 4, 5 AND 8; BEING SHOWN AND DESIGNATED ON SAID MAP AS LYING WITHIN EL CENTRO ROAD

3. An easement affecting the portion of said land and for the purpose stated herein, and incidental purposes.

In favor of: RECLAMATION DISTRICT NO. 1000

No representation is made as to the present ownership of said easement.

For: DRAINAGE CANAL  
Recorded: JUNE 25, 1926  
Book: 76  
Page: 388, OFFICIAL RECORDS  
Affects: Reference is made to said document for full particulars.

4. An easement affecting the portion of said land and for the purpose stated herein, and incidental purposes.

In favor of: COUNTY OF SACRAMENTO

No representation is made as to the present ownership of said easement.

For: PUBLIC HIGHWAY OR ROAD AND ALL NECESSARY UTILITIES  
Recorded: FEBRUARY 2, 1951  
Book: 1986  
Page: 205, OFFICIAL RECORDS  
Affects: Reference is made to said document for full particulars.

North American Title Insurance Company

5. The terms and provisions contained in an instrument entitled "NORTH NATOMAS DEVELOPMENT AGREEMENT (WESTBOROUGH PUD)",

Executed by and between: THE CITY OF SACRAMENTO, A MUNICIPAL CORPORATION AND WINNCREST NATOMAS, LLC, A NEVADA LIMITED LIABILITY COMPANY

Recorded: FEBRUARY 15, 2000  
Book: 200002-15  
Page: 0029, OFFICIAL RECORDS

The terms and provisions contained in an instrument entitled "ASSIGNMENT AND ASSUMPTION AGREEMENT (WESTLAKE VILLAGE 7)",

Executed by and between: WINNCREST NATOMAS LLC, A NEVADA LIMITED LIABILITY COMPANY AND WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY

Recorded: MAY 31,, 2001  
Book: 200105-31  
Page: 2422, OFFICIAL RECORDS

6. The terms and provisions contained in an instrument entitled "AGREEMENT FOR CONSTRUCTION OF DRAINAGE IMPROVEMENTS",

Executed by and between: CITY OF SACRAMENTO AND WINNCREST NATOMAS LLC, A NEVADA LIMITED LIABILITY COMPANY

Recorded: JUNE 8, 2000  
Book: 20000608  
Page: 0425, OFFICIAL RECORDS

**END OF EXCEPTIONS**

North American Title Insurance Company

### SCHEDULE C

All that certain real property situated, lying and being in the City of Sacramento, County of **Sacramento**, State of California, described as follows:

ALL THAT PORTION OF LOT 4 AND 5, AS SHOWN ON THE MASTER PARCEL MAP ENTITLED "WESTBOROUGH" FILED FOR RECORD AND RECORDED IN THE OFFICE OF THE SACRAMENTO COUNTY RECORDER ON JUNE 14, 2000, IN BOOK 158 OF PARCEL MAPS, AT PAGE 1 AND FURTHER DESCRIBED IN A DOCUMENT ENTITLED "CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT" RECORDED MAY 29, 2001, IN BOOK 200105-29, PAGE 1954 AND RE-RECORDED SEPTEMBER 11, 2001, IN BOOK 200109-11, PAGE 1106, SACRAMENTO COUNTY RECORD AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS THE SOUTHWEST CORNER OF PARCEL 8 AS SHOWN ON SAID WESTBOROUGH MASTER PARCEL MAP; THENCE INTO SAID PARCEL 5, SOUTH 00°33'18" EAST, A DISTANCE OF 91.54 FEET TO THE TRUE POINT OF BEGINNING; THENCE INTO AND THROUGH SAID PARCELS 5, 4, AND 7, NORTH 89°28'57" EAST, A DISTANCE OF 10.26 FEET; THENCE ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 635.00 FEET, AND TO WHICH A RADIAL LINE BEARS SOUTH 56°49'13" WEST, SOUTHEASTERLY 36.32 FEET, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°16'38"; THENCE ALONG THE FOLLOWING COURSES: SOUTH 89°28'57" WEST, A DISTANCE OF 30.70 FEET; SOUTH 00°33'18" EAST, A DISTANCE OF 182.50 FEET; SOUTH 89°28'57" WEST, A DISTANCE OF 277.61 FEET; SOUTH 16°40'54" WEST, A DISTANCE OF 34.73 FEET; THENCE ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 43.67 FEET, AND TO WHICH A RADIAL LINE BEARS NORTH 60°04'21" EAST, NORTHWESTERLY 33.07 FEET, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°23'27"; THENCE ALONG THE FOLLOWING COURSES: NORTH 16°40'54" EAST, A DISTANCE OF 10.00 FEET; NORTH 00°31'03" WEST, A DISTANCE OF 215.85 FEET; NORTH 89°28'57" EAST, A DISTANCE OF 309.91 FEET TO THE TRUE POINT OF BEGINNING.

APN: 225-1480-004-0000 (PORTION - OLD) AND  
225-1480-005-0000 (PORTION - OLD)  
225-1480-067-0000 (NEW)

NM

North American Title Insurance Company



WESTBOROUGH  
MPM  
158 PM 1  
PARCEL 14

WESTBOROUGH  
VILL. 4 PH. 1  
279 BM 8

158 PM 1  
PARCEL 21

WESTBOROUGH  
VILL. 5 PH. 1  
278 BM 9

WESTBOROUGH  
MASTER PARCEL MAP  
158 PM 1

WESTBOROUGH  
VILL. 6  
280 BM 3

WESTBOROUGH MPM  
158 PM 1 PARCEL 3

EXHIBIT 'B'  
PAGE 1 OF 7

**WOOD RODGERS INC.**

ENGINEERING PLANNING MAPPING SURVEYING

3301 C STREET, BLDG. 100-B  
SACRAMENTO, CA 95816  
PHONE: (916) 341-7760  
FAX: (916) 341-7767

MAY 2001  
1122.044

EL CENTRO ROAD

A  
PARCEL 13  
PARCEL 12

REMAINDER  
PARCEL

LOT A

PARCEL 11

PAGE 2

PARCEL 9

PAGE 3

PARCEL  
D

E

PARCEL 8

PARCEL 8

PARCEL 8

F

I

PAGE 4

H

PARCEL 4

G

EL CENTRO ROAD

0 200 400 800  
SCALE: 1" = 400'



LEGEND

- Lot Line Adjustment Boundary
- Parcel Line Being Removed
- New Parcel Line
- Roadway Irrevocable Offer of Dedication per 158 PM 1
- (R) Radial Bearing

TITLE

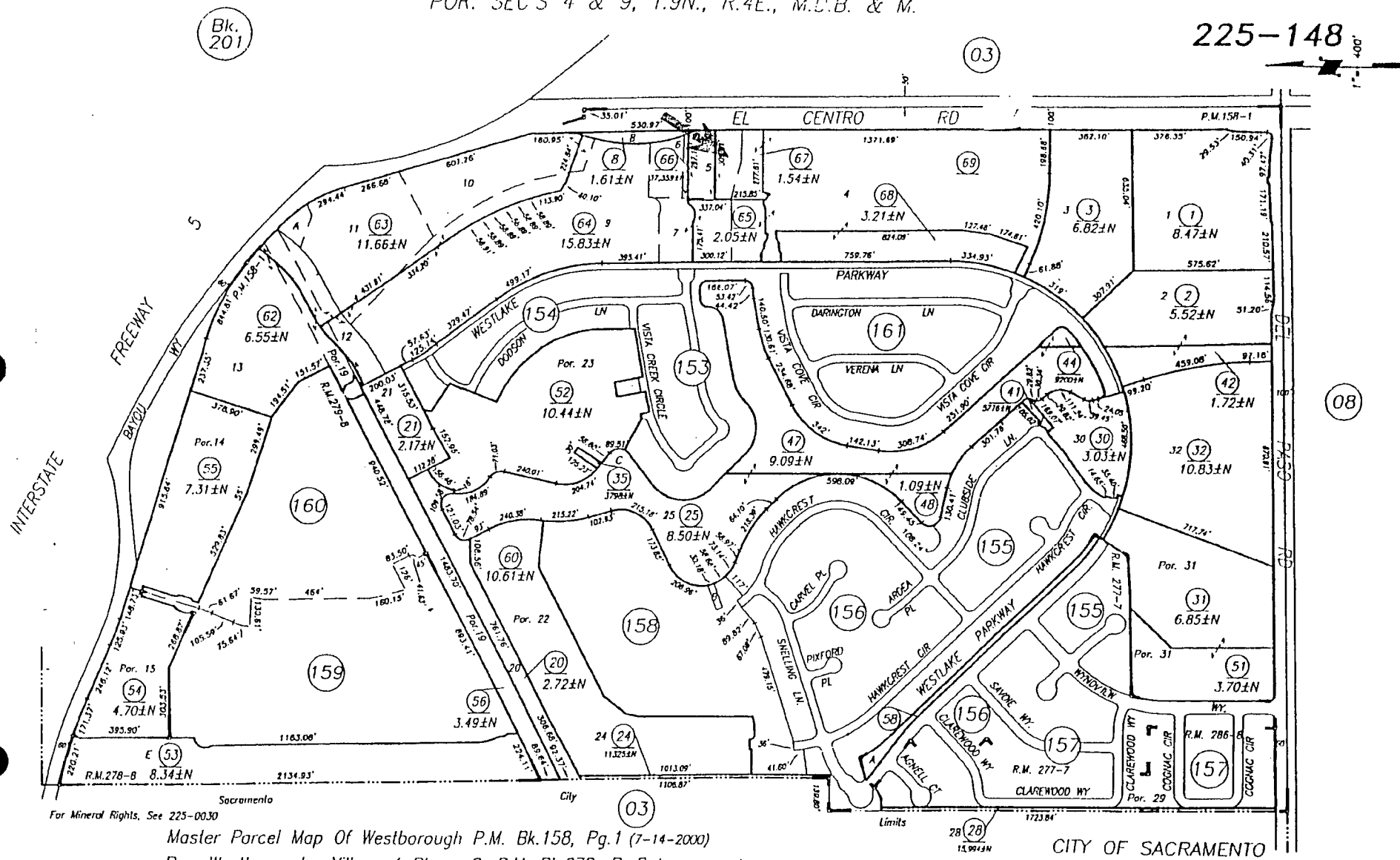
LOT LINE ADJUSTMENT

12

POR. SEC'S 4 &amp; 9, T.9N., R.4E., M.D.B. &amp; M.

AUG 27 2001

225-148



For Mineral Rights, See 225-0030

Master Parcel Map Of Westborough P.M. Bk.158, Pg.1 (7-14-2000)  
 Por. Westborough Village 4 Phase 2, R.M. Bk.278, Pg.8 (10-27-2000)  
 Por. Westborough Village 1 Phase 1, R.M. Bk.277, Pg.7 (10-16-2000)  
 Por. Westborough Village 1 Phase 2, R.M. Bk.286, Pg.8 (8-1-2001)

CITY OF SACRAMENTO  
 Assessor's Map Bk.225 Pg. 148  
 County of Sacramento, Calif.

SEE SHEET 3  
**Parcel C**

CIVIL ENGINEERING  
PLANNING  
SURVEYING/MAPPING

**WOOD · RODGERS INC.**

APRIL 2001

3301 C STREET BUILDING 100-B  
SACRAMENTO, CA 95816  
PHONE: (916) 341-7760

Sheet 4 of 7  
1122044

