

INSURANCE NOT REQUIRED  
WORK MAY PROCEED  
CITY CLERK

DATE: MAY 27 2026

0: PWA (3)  
Isabel Gomez (DZ)

### AGREEMENT FOR THE TRANSFER OF REAL PROPERTY

This AGREEMENT FOR THE TRANSFER OF REAL PROPERTY (“**Agreement**”), dated as of \_\_\_\_\_ 2026, is entered into by between the CITY OF SANTA ANA, a California municipal corporation (“**City**”), and the COUNTY OF ORANGE, a political subdivision of the State of California (“**County**”). County and City are sometimes referred to in this Agreement individually as “**Party**” or collective as “**Parties**.”

#### RECITALS

- A. The County is the owner of that certain real property located in the City of Santa Ana, County of Orange, State of California, including land, structures, and vertical assets, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (“**Property**”).
- B. The City intends to undertake Project 24-9002 (“**Project**”) within and adjacent to the Property under its Fiscal Year 2023/2024 Capital Improvement Program. The Project includes demolition of the former State of California building known as Civic Center Building 28 located within the Civic Center Plaza. The Project also includes improvements to the Plaza of the Fountains area located north and west of Building 28, within the properties commonly known as 717 West Santa Ana Boulevard and 20 Civic Center Plaza, all as shown on Exhibit B.
- C. The County’s Law Library located at 515 North Flower Street (“**Law Library**”) is adjacent to the Project area and is to remain in place and open while the Project is constructed therefore access to the Law Library shall be preserved uninterrupted during the Project subject to Section 2.1 Law Library Access of this agreement.
- D. On April 22, 2025, the Orange County Civic Center Authority (“**OCCCA**”) approved the Fiscal Year 2025-2026 Orange County Civic Center Parking and Maintenance Budget (Fund 828), which included an allocation of \$500,000 for Modification to Law Library Deck (Plaza of the Fountains) and Access.
- E. The City plans to expend the \$500,000 allocation for Modification to Law Library Deck (Plaza of the Fountains) and access accommodations, including construction of features situated outside of the Property to modify access to the Law Library. The cost of providing the access accommodations and related design changes for features outside of the Property is expected to exceed the available \$500,000, which excess shall be funded by the City.
- F. The County desires to transfer the Property for one dollar (\$1) and City desires to receive the Property, pursuant to the terms and conditions of this Agreement.

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

Project Name: County of Orange/ Santa Ana Plaza of the Fountains Property Transfer

1. Property Transfer. Upon the satisfaction or waiver of all of the conditions precedent to the Closing set forth in Section 7 below, as of Closing, the County shall convey its rights to the Property to City (the “**Transfer**”) via a quitclaim deed as set forth in Exhibit E.

1.1 Property shall include all of the following:

1.1.1 Land. The real property described in Exhibit A hereto, including land, structures, and vertical assets located on or under the real property.

1.1.2 Appurtenances. All rights, privileges and easements currently held by the County which are appurtenant to the Property, including, without limitation, all water, water rights and water stock relating to the Property and any other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the County Property, except that the County will reserve for itself an access easement(s) running north and south along the length of the Law Library and include a pathway of travel to connect adjacent County properties as depicted in Exhibit B. The access easement will be legally described and granted after the City has completed their construction design and County reviews and approves said design and legal description.

2. Project Execution. Subsequent to Closing, the City shall complete the Project, including environmental project approvals, secure all necessary funding, complete design of final construction documents, advertise the project for construction, and construction.

2.1 Law Library Access. To the extent construction activities require closure or reduction of current access points due to an emergency or because no other reasonable alternative measures can be taken to keep access to the Library available, the Parties shall confer on reasonable alternative access. Exhibit C, attached hereto, identifies the initial proposed Scope of Work as it relates to the Law Library and access thereto. The final scope of work shall be mutually agreed upon by the Parties.

2.2 Cost for Law Library Access. To the extent that the cost of providing the Law Library access Scope of Work items and related design changes for features outside of the Property exceeds the available OCCCA funding of \$500,000, the City will fund any additional costs to complete the proposed work items listed in Exhibit C.

3. Payment of Purchase Price. City agrees to pay the County, and the County agrees to accept from City, as and for the full purchase price for the Property the total sum of One Dollar (\$1.00) (“**Purchase Price**”).

4. Title and Closing.

4.1 Transfer. The Transfer shall be performed by the Parties, subject to the requirements set forth below.

4.2 Title Company. A Title policy issued for the benefit of the City with respect to the Property, in connection with the Transfer shall be issued by Chicago Title Company (the “**Title Company**”).

4.3 Definition of Closing. For purposes of this Agreement, the term “**Closing**” shall mean the time when the Title Company shall have recorded the Deed (as defined below), as set forth in Section 7.4 below.

5. City’s Approval of Condition of Title/Due Diligence.

5.1 City’s Review of Condition of Title. Prior to the Effective Date, the City has received and reviewed that certain (i) Preliminary Title Report Order No. FBSC2600762 Amendment 1, dated January 26, 2026, covering the Property, issued by Chicago Title Company, a copy of which is attached hereto as Exhibit D (“Preliminary Title Report”). City hereby acknowledges that City has approved those exceptions listed on the Preliminary Title Report. Those exceptions which City has approved on the Preliminary Title Reports are hereinafter referred to as the “**Permitted Exceptions.**” The Permitted Exceptions shall exclude any delinquent taxes or any taxes due and payable prior to the Closing and any other monetary liens or encumbrances on the County Property.

5.2 Title Insurance Policy. At the option of the City, and upon the City’s specific request, at the Closing and as a condition thereto, the Title Company shall issue to City policies of title insurance (collectively, the “**Title Policy**”) as to all or part of the Property, containing the terms and provisions set forth in this Section 5.2. The Title Policy shall be CLTA Owner’s Policies (1987 Policy Form) in an amount determined by the City, showing fee simple title to the Property vested in City, subject only to non-delinquent taxes and assessments, the Permitted Exceptions, and such other matters as to which City may consent in writing. The premium for the Title Policy and any costs in connection with the search and examination of title and/or for the issuance of the Preliminary Title Report shall be paid by the City. The Title Policy shall be issued without reliance on any indemnity of the County or any third party to induce Title Company to issue the Title Policy, without the prior written consent of City. If City so elects and the Title Company agrees, the Title Policy may include such endorsements, respectively and as applicable, as City may reasonably request; provided however that all such endorsements shall be issued at City’s sole cost and expense. In addition, if City so elects and the Title Company agrees to issue one or more ALTA Extended Coverage Owner’s Policies (2006 Form), the Title Policy as defined above shall be an ALTA rather than CLTA policy, respectively and as applicable, with all other elements remaining the same; provided however that such extended ALTA coverage shall be issued at City’s sole cost and expense.

5.3 City Due Diligence. City shall have the right to perform Due Diligence to investigate the suitability of the County Property for its intended uses. The Due Diligence Period shall begin on the date of this Agreement and shall extend no longer than sixty (60) days, except as provided in Section 7.1.2 below. (“**Due Diligence Period**”) City shall indemnify and hold harmless the County from and against any and all claims, liabilities, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and litigation expenses) caused by or arising out of the City’s actions on the Property during the Due Diligence Period, which indemnification shall survive the termination of this Agreement. City shall have the absolute right during the Due Diligence Period to terminate the proposed Transfer for any reason whatsoever without constituting a default under this Agreement.

6. Conditions Precedent to Closing.

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

6.1.1 Payment of Purchase Price. The Purchase Price shall have been delivered to the County.

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

6.1.3 No Default. City shall not be in material default hereunder. If the County does not give City written notice of City's default, for purposes of this Section 6.1.2 only, City shall be deemed not to be in default hereunder, and the Parties shall proceed with the Closing as though City were not in default. The County's failure to give such notice to City shall not excuse performance by City of any obligation hereunder.

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

6.2.1 Documents. Copies of the applicable documents described in Section 7.3.1 below shall have been delivered to City by the County.

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

6.2.3 Acceptance of Property. The City shall be satisfied, after reviewing Title and otherwise conducting Due Diligence as provided in Section 5.3, that the Property is suitable for its intended uses and acceptable to the City. Should the City fail to terminate the Transfer within the Due Diligence Period as provided in Section 5.3, the County Property shall be deemed suitable and acceptable to the City.

6.2.4 No Material Change. As of the Closing, the County shall not have caused any material change in the Property that would materially impair City's use or development of the Property.

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

6.2.6 No Default. The County shall not be in material default hereunder. If City does not give the County written notice of the County's default, for purposes of this Section 6.2.6 only, the County shall be deemed not to be in default hereunder, and the Parties shall proceed with the Closing as though the County were not in default. City's failure to give such notice to the County shall not excuse performance by the County of any obligation hereunder.

## 7. Closing or Cancellation of Closing.

### 7.1 Closing Date.

7.1.1 Provided that this Agreement is not earlier terminated pursuant to the terms and provisions hereof and provided that all of the conditions precedent to the Closing have been satisfied or waived, the Parties agree that the Closing shall occur on or before August 31, 2026 (the “**Closing Date**”), unless extended as described in Section 7.1.2; provided however, that in no event shall the Closing Date be later than September 30, 2026 (“**Outside Date**”). By Closing, the Parties shall be deemed to have irrevocably committed to cause the Title Company to issue any requested Title Policy.

7.1.2 In the event that City believes it is necessary to extend the Closing Date in order to conduct additional Due Diligence as described in Section 5 above, as applicable, City shall have the right to unilaterally extend the Closing Date by ten (10) days by providing written notice to the County before the Closing Date. City shall only be entitled to one unilateral extension. The Parties may subsequently extend the Closing Date only by written agreement of both Parties, except that in no event shall the Closing Date be later than the Outside Date without the written agreement of both Parties.

7.1.3 In the event that the Closing fails to occur by the Outside Date, and neither Party is in default of its obligations hereunder, then the Party for whose benefit the non-satisfied condition exists may cancel the Closing by written notice to the other Party. In the event that, due to an “Event of Default” by a “Defaulting Party” (as the terms are defined in Section 10.1 below), the Closing fails to occur by the Outside Date, then without waiving any rights or remedies which the non-Defaulting Party may have against the Defaulting Party under Section 10 of this Agreement, the non-Defaulting Party may cancel the Closing upon written notice to the Defaulting Party. In the event that the non-Defaulting Party elects not to terminate this Agreement, then the non-Defaulting Party may pursue the remedies for such Event of Default as provided in Section 10 below.

### 7.2 Cancellation.

7.2.1 If the Closing is cancelled pursuant to Section 7.1.3 above, each Party shall return to the other Party delivering the same, all instruments which are then held by the Party in connection with the Transfer.

7.2.2 If the Closing is cancelled pursuant to Section 7.1.3 above and neither Party is in default of its obligations hereunder, this Agreement shall be deemed to be terminated (with the exception of those provisions which expressly state that they are to survive such termination). In such event, neither Party shall be obligated to the other to effectuate the Closing.

### 7.3 Items to be Delivered Prior to Closing.

7.3.1 On or before five (5) business day prior to the Closing Date, the County shall execute and provide City with a copy of the following:

(a) The quitclaim deed conveying all of the County's rights and interests to the Property to the City ("**Deed**"), in substantially the form of Exhibit E attached hereto;

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

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

7.4.1 Collate the counterparts of the Property Transfer Agreement into two fully executed counterparts;

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

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

7.4.4 Deliver to City the Title Policy, if so requested.

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

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

7.5.2 To County Counsel, Counsel for the County: Copies of all documents to be delivered to City pursuant to Section 7.5.1 above.

7.5.3 To City Attorney, Counsel for City: Copies of all documents to be delivered to the County pursuant to Section 7.5.2 above.

## 8. Costs and Prorations.

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

## 8.2 Title and Other Costs.

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

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

9. Representations and Warranties; Covenants.

9.1 County's Representations and Warranties. As a material inducement to City to enter into this Agreement, the County makes the following covenants, representations and warranties to City set forth in this Section 9.1 as of the date hereof and as of the Close of the Closing.

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

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

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

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

9.1.5 No Mechanic's Liens. No work has been done upon, or materials delivered to, the Property by or at the request of the County, or with the County's knowledge, which is not fully paid for, nor, to the best of the County's knowledge, does any person, firm or corporation now have, nor, to the best of the County's knowledge, will it have upon the giving of

any notice or passage of time or otherwise, any mechanic's or materialman's lien rights with respect to the Property or any part or parcel thereof.

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

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

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

9.2 City's Representations and Warranties. As a material inducement to the County to enter into this Agreement, City makes the following covenants, representations and warranties to the County set forth in this Section 9.2 as of the date hereof and as of the Closing.

9.2.1 City's Authority to Execute Agreement. City is a duly organized, validly existing municipal corporation organized and existing under the laws of the State of California. Neither the execution and delivery of this Agreement nor the performance or consummation of the transactions contemplated by this Agreement will result in any breach of or constitute a default under or conflict with any agreement, covenant, law, regulation, ordinance or obligation binding upon City. No approvals, authorizations or consents of any separate public body or of any person are necessary in connection herewith. City has the legal right, power and authority to enter into this Agreement and all documents, instruments or agreements referenced herein to be executed by City, and to consummate the transaction contemplated hereby. All



10.2.1 Permitted Delay. As used herein, the term "**Permitted Delay**" shall refer to any delay resulting from acts of God; fire; earthquake; flood; explosion; action of the elements; war; invasion; insurrection; riot; mob violence; sabotage; malicious mischief; inability (notwithstanding good faith and diligent efforts) to procure (or general shortage of) labor, equipment, facilities, materials, or supplies in the open market; failure of transportation; strikes (other than any strike resulting from acts of Grantee); lockouts; action of labor unions; condemnation laws; requisition or order of government or civil or military or naval authorities; or any other similar cause to those stated above, not within a Buyer's reasonable control. Notwithstanding anything to the contrary contained herein, in no event shall financial inability constitute Permitted Delay.

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

11. Casualty Loss; Condemnation.

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

11.2 Termination of Agreement. In the event that the City elects not to accept the Property, subject to such Casualty or Condemnation Action as provided in Section 11.1 above, the City shall cancel the Closing by written notice to the County, and this Agreement shall be deemed to be terminated (with the exception of those provisions which expressly state that they are to survive such termination). In such event, neither Party shall be obligated to the other to effectuate the Closing.

11.3 Proceeds of Condemnation or Casualty Insurance. In the event that the City elects to accept the Property, subject to a Casualty or Condemnation Action pursuant to Section 11.1 above, then the County shall assign to the City all rights, causes of action, claims, benefits, payments and awards arising from such Condemnation Action or Casualty (including, without limitation, any amount due from or paid by any insurance company or any other party as a result of the damage).

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

13. Brokerage Commissions. Each Party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's

fee or other compensation based upon the transaction contemplated hereby and each Party shall indemnify and hold harmless the other Party from and against any and all claims, liabilities, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and litigation expenses) caused by or arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by such Party to a commission, finder's fee or other compensation based upon the transaction contemplated hereby. The obligations of the County and City pursuant to this Section 13 shall survive beyond the Closing or if the Closing is cancelled, beyond any termination of this Agreement.

14. Miscellaneous.

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

If to City:                   City of Santa Ana  
20 Civic Center Plaza  
Santa Ana, California 92701  
Attention: City Manager

If to County:               County of Orange  
CEO Real Estate  
400 W. Civic Center Drive, 5<sup>th</sup> Floor  
Santa Ana, CA, 92701  
Attention: Chief Real Estate Officer

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

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

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

14.4 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal,

null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

14.5 Performance of Acts on Business Days. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. In the event that the final date for payment of any amount or performance of any act hereunder falls on a Saturday, Sunday or holiday, such payment may be made or act performed on the next succeeding business day.

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

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

14.8 Entire Agreement; Amendments. This Agreement, together with the other written agreements referred to herein, is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. As such, this Agreement supersedes any prior understandings between the Parties as to the subject matter hereof only (e.g., the ownership and transfer of the Property), whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by all Parties hereto.

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

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

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

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

Each of the Recitals set forth above and the exhibits attached to this Agreement are hereby incorporated into this Agreement by this reference and made a part hereof.

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

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


*[Signatures Included on Following Page]*

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

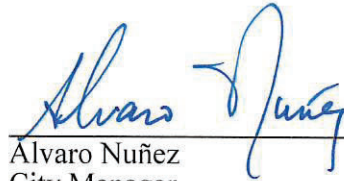
Dated: 5/27/2026

ATTEST:

CITY OF SANTA ANA:

  
Jennifer E. Hall  
City Clerk




  
Alvaro Nuñez  
City Manager


APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

Sonia R. Carvalho  
CITY ATTORNEY

By:   
Kyle Nellesen  
Assistant City Attorney

**Rodolfo Rosas**  
Digitally signed by Rodolfo Rosas  
DN: cn=Rodolfo Rosas, email=rrosas@santa-ana.org,  
c=US  
Date: 2026.04.08 11:14:55 -0700

  
Rodolfo Rosas, PE  
Acting Executive Director  
Public Works Agency



Dated: \_\_\_\_\_

COUNTY:

COUNTY OF ORANGE  
a political subdivision of the State of California

By: \_\_\_\_\_

Thomas A. Miller  
Chief Real Estate Officer  
Pursuant to Minute Order Dated \_\_\_\_\_

Approved as to Form:

COUNTY COUNSEL

DocuSigned by:  
By: Michael Haubert  
7B6E2C12961F4B3...

Name: 5/27/2026

**EXHIBIT A**

**Legal Description of Property**

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

(Attached hereto and made part hereof)

# EXHIBIT A

## EXHIBIT "A" LEGAL DESCRIPTION

TO AGREEMENT FOR THE  
TRANSFER OF REAL PROPERTY  
SHEET 1 OF 2

FACILITY NAME: SANTA ANA CIVIC CENTER  
FACILITY NO.: GA401  
PARCEL NO.: 289

THOSE PORTIONS OF LOTS 1, 8, 9, AND 10 IN BLOCK F OF ROSS ADDITION TO SANTA ANA, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 3, PAGES 534 AND 535 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, AND THOSE PORTIONS OF PARTON STREET AND FIFTH STREET, VACATED PER RESOLUTION NO. 69-27 OF THE CITY OF SANTA ANA, RECORDED FEBRUARY 19, 1969, IN BOOK 8878, PAGE 863, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, DESCRIBED AS FOLLOWS:

THE EAST 42.40 FEET OF SAID LOTS 1 AND 10, EXCEPTING THEREFROM THE SOUTH 60 FEET OF SAID LOT 10;

TOGETHER WITH THE SOUTH 60 FEET OF SAID LOTS 9 AND 10, AND THE SOUTH 60 FEET OF THE EAST 37.83 FEET OF SAID LOT 8;

ALSO TOGETHER WITH THE WEST ONE-HALF OF PARTON STREET (60- FEET WIDE), BOUNDED NORTHERLY BY THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT 1, AND SOUTHERLY BY THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 10;

ALSO TOGETHER WITH THE NORTH ONE-HALF OF FIFTH STREET (60- FEET WIDE), BOUNDED EASTERLY BY THE FORMER CENTERLINE OF SAID PARTON STREET, AND WESTERLY BY THE SOUTHERLY PROLONGATION OF THE WEST LINE OF THE AFORESAID EAST 37.83 FEET OF SAID LOT 8.

CONTAINING APPROXIMATELY 28,901 SQUARE FEET (0.663 ACRES), MORE OR LESS.

ATTACHED HERETO IS AN EXHIBIT LABELED 'EXHIBIT "B"' AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME  
OR UNDER MY DIRECTION IN NOVEMBER, 2025.

DATE: 02/20/2026

  
ZACHARY E. BUSCH, PLS 9981



901 Via Piemonte, Suite 400, Ontario, CA 91764  
909.477.6915 Fax: 909.477.6916 imegcorp.com

EXHIBIT "A"  
LEGAL DESCRIPTION

JN: 24005853.00

02/20/2026

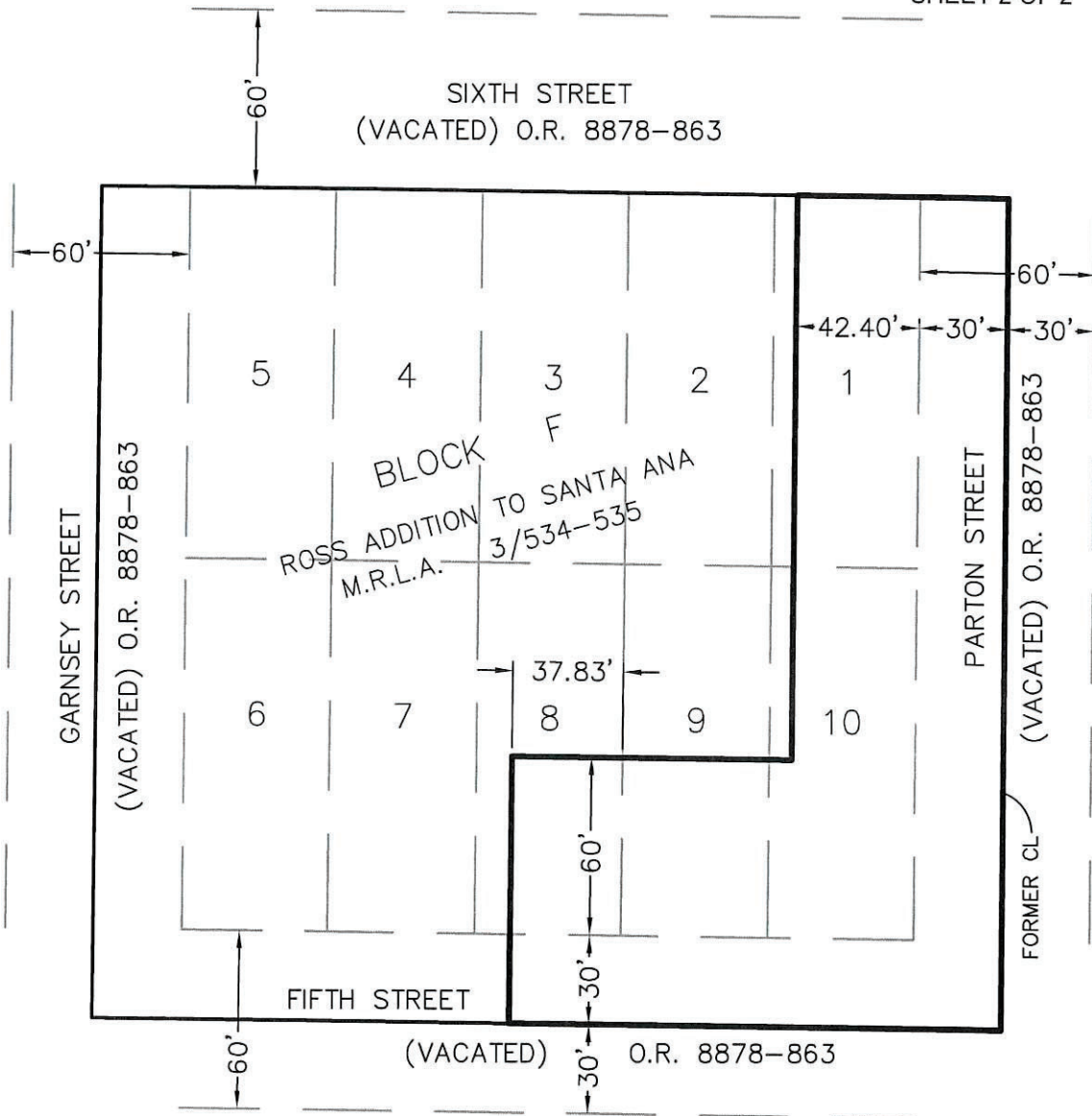
SHEET 1 OF 2

# EXHIBIT A



TO AGREEMENT FOR THE  
TRANSFER OF REAL PROPERTY  
SHEET 2 OF 2

## EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



### LEGEND:

-  BOUNDARY OF SUBJECT CONVEYANCE PARCEL GA401-289
-  REMAINDER OF EXISTING COUNTY PARCEL
- M.R.L.A. MISCELLANEOUS RECORDS, LOS ANGELES COUNTY



SCALE: 1"=60'



901 Via Piemonte, Suite 400, Ontario, CA 91764  
909.477.6915 Fax: 909.477.6916 imegcorp.com

JN: 24005853.00

02/20/2026

SHEET 2 OF 2

## EXHIBIT "B"

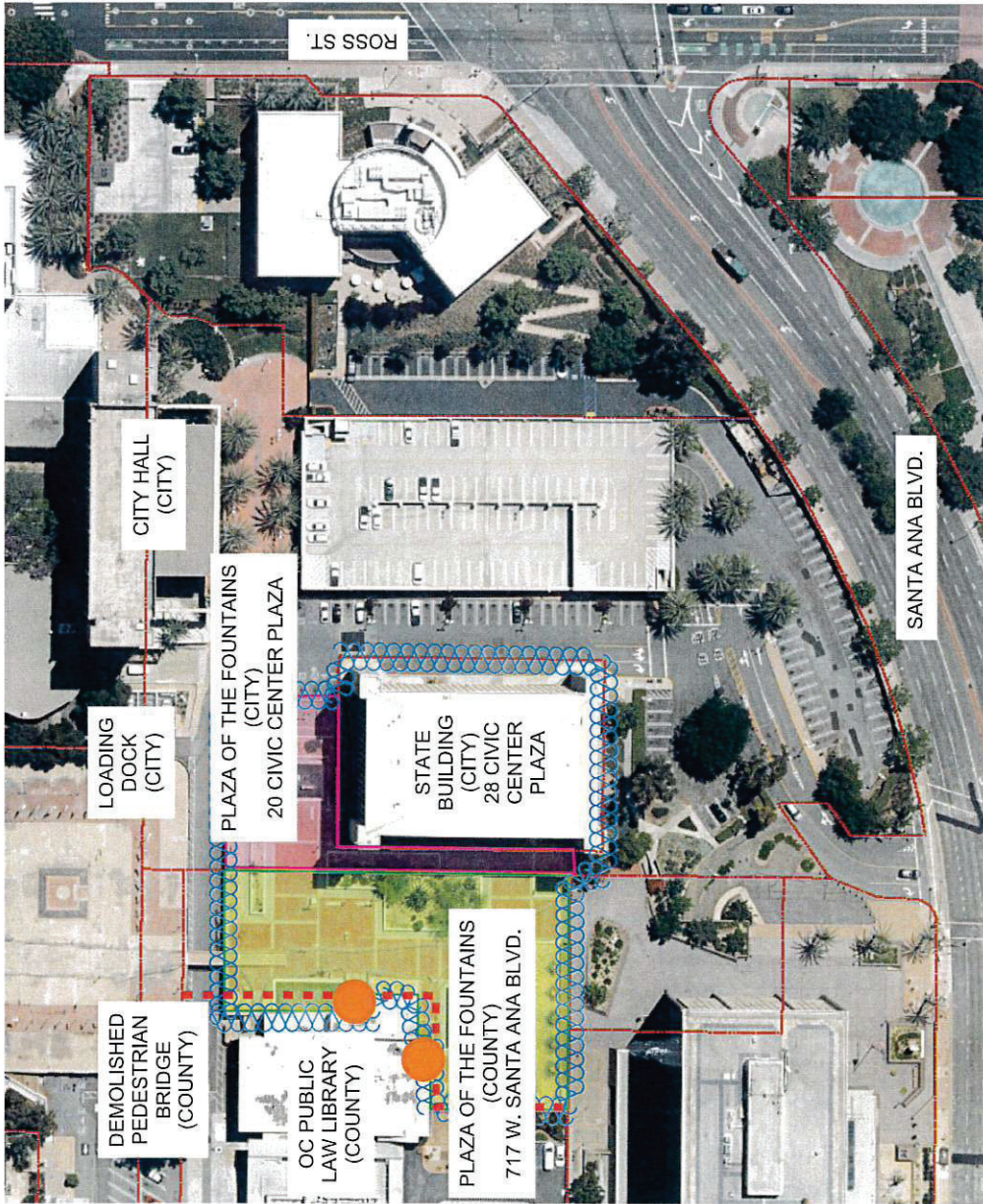
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

**EXHIBIT B**

**Location Map of Demolition of the Full Plaza**

(Attached hereto and made part hereof)

EXHIBIT B



**LEGEND**

PROJECT LIMITS

PLAZA OF THE FOUNTAIN OWNED BY CITY

PLAZA OF THE FOUNTAIN OWNED BY COUNTY

PLAZA ACCESS TO THE COUNTY'S LAW LIBRARY

APPROXIMATE LOCATION OF FUTURE COUNTY ACCESS EASEMENT



**EXHIBIT B**

CITY PROJECT NO. 24-9002  
DEMOLITION OF THE FULL PLAZA  
LOCATION MAP



### **EXHIBIT C**

#### **Law Library Access Scope of Work**

The City of Santa Ana's Capital Improvement Project 24-9002 is proposed to demolish the former State of California Building 28, the Plaza of the Fountains north and west of Building 28, and a pedestrian bridge. The Level 1 retaining wall that runs along the west and south side of the Plaza will remain in place. The County's adjacent Law Library at 515 North Flower Street (Library) is planned to be protected in place.

The Law Library's (Library) building footprint varies across levels. The bathrooms are supported by columns on Level 1. Levels 3, 4, and 5 cantilever over the plaza in different areas. Levels 1 and 2 have exits that must remain accessible.

The scope of work for the project will include the following access accommodations, which will be situated outside of Parcel A, with the final Scope of Work for the project to be mutually agreed to by the Parties:

1. Maintain Library Level 1 exit and Plaza Pump Room exit.
2. Maintain Library Bathrooms that extend over the lower level parking.
3. Maintain Accessible paths to each element above during construction.
4. Remove the existing Plaza Level Grand Library East Stair. See attached Exhibit C2.
5. Construct New Plaza Level Library East Stair within proposed County Limits. See attached Exhibit C2.
6. If needed, Level 2 emergency exit to be maintained, installation of new stairs from Level 2 to Level 1. See attached Exhibit C2.
7. Repair work associated with the items listed above.
8. Design Change Orders for these improvements.

**THE PERKINS+WILL**  
 Orange County  
 Office  
 2569 McCabe Way,  
 Suite 100  
 Irvine, CA 92614  
 949 461 3650



**CITY OF SANTA ANA**  
 28 CIVIC CENTER PLAZA  
 SANTA ANA, CA 92701

**SANTA ANA STATE BUILDING DEMOLITION**

28 CIVIC CENTER PLAZA  
 SANTA ANA, CA 92701

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	08/15/2018
2	REVISED PER PERMITS	08/15/2018
3	REVISED PER PERMITS	08/15/2018
4	REVISED PER PERMITS	08/15/2018
5	REVISED PER PERMITS	08/15/2018
6	REVISED PER PERMITS	08/15/2018
7	REVISED PER PERMITS	08/15/2018
8	REVISED PER PERMITS	08/15/2018
9	REVISED PER PERMITS	08/15/2018
10	REVISED PER PERMITS	08/15/2018

SHEET TITLE AND NO.  
 EXISTING  
 CONTEXT SITE  
 PLAN - LOW LEVEL

SKA-01

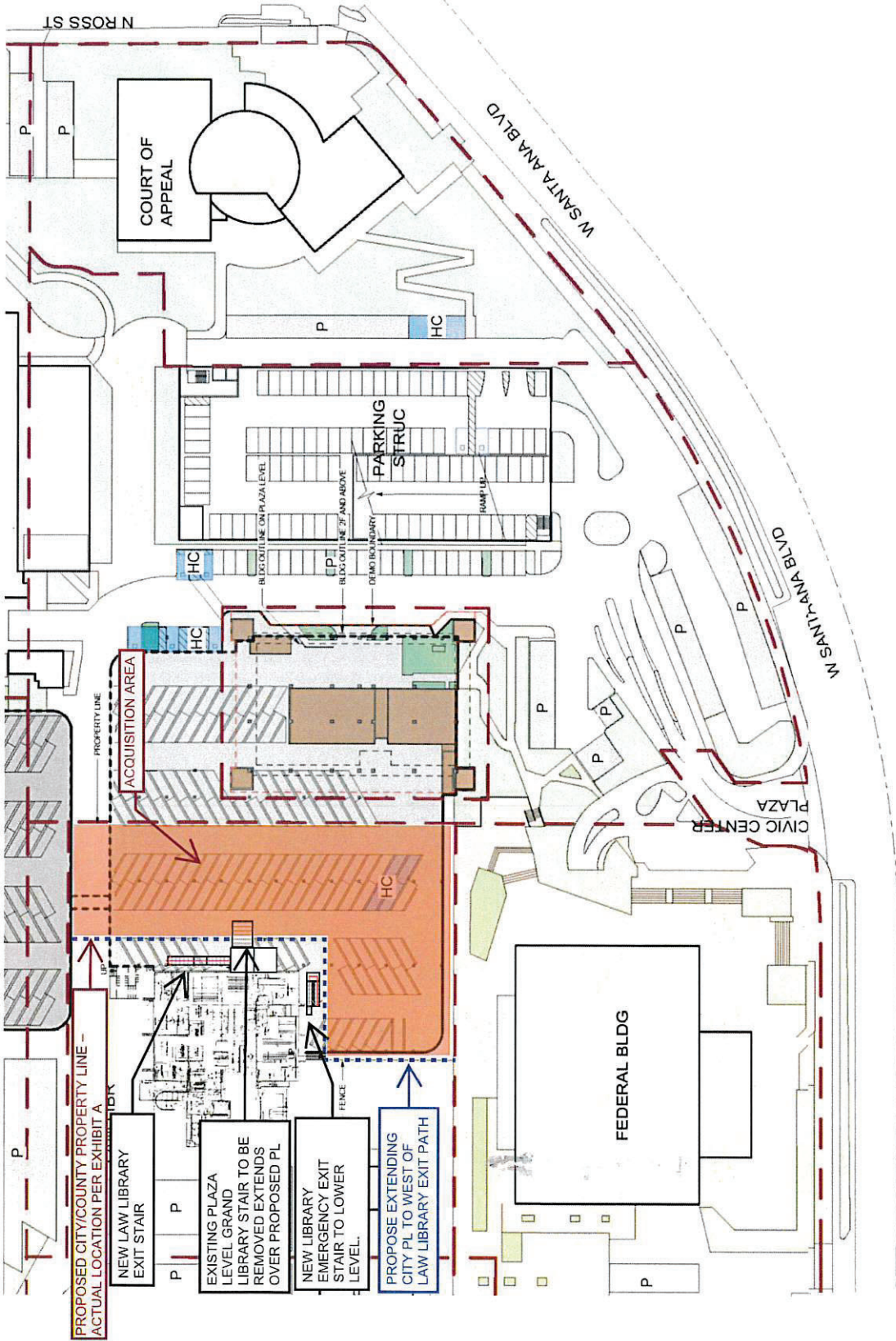


EXHIBIT C2

**EXHIBIT D**

**Preliminary Title Report**

(Attached hereto and made part hereof)

**EXHIBIT D**

Project Name: Santa Ana Property Exchange

**PRELIMINARY REPORT**

Prelim Number:



725 S Figueroa St, Suite 200  
Los Angeles, CA 90017

**FBSC2600762  
Amendment 1**

Issuing Policies of Chicago Title Insurance Company

**Order No.:** FBSC2600762

**Title Officer:** Jordan Curiel  
**Email:** losangelesncstitle@ctt.com  
**Phone No.:** 213-488-4371  
**Fax No.:** 213-612-4171

**TO:**  
City of Santa Ana  
20 Civic Center Plaza  
Santa Ana, CA 92701

**Escrow Office:**  
**Escrow Officer:**  
**Email:**  
**Address:**

**Attn:** Taig Higgins  
**Ref No.:**

**Phone No.:**  
**Fax No.:**

**Loan No.:**

**Property:** 717 W Santa Ana Blvd, Santa Ana, CA 92701-4512

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

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

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

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

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.

Countersigned By:

Authorized Officer or Agent  
Joe Goodman

PRELIM NO. FBSC2600762  
AMENDMENT 1

**CHICAGO TITLE COMPANY**

---

Effective date: January 12, 2026 at 07:30 AM, Amendment 1 Reissued: January 26, 2026

The form of Policy or Policies of Title Insurance contemplated by this Report is:

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

Fee Simple

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

County of Orange

3. The Land referred to in this Report is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**EXHIBIT A**  
Legal Description

**For APN/Parcel ID(s):** Portion of 008-067-45

---

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

THOSE PORTIONS OF LOTS 1, 8, 9 AND 10 IN BLOCK F OF ROSS ADDITION TO SANTA ANA, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN [BOOK 3, PAGES 534](#) AND 535 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, AND THOSE PORTIONS OF PARTON STREET AND FIFTH STREET, VACATED PER RESOLUTION NO. 69-27 OF THE CITY OF SANTA ANA, RECORDED FEBRUARY 19, 1969, IN [BOOK 8878, PAGES 863](#), OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, DESCRIBED AS FOLLOWS:

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**CHICAGO TITLE COMPANY****EXCEPTIONS**

At the date hereof, items to be considered and exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2026-2027.
2. There were no taxes levied for the fiscal year 2025-2026 as the property was vested in a public entity.
3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
4. Water rights, claims or title to water, whether or not disclosed by the public records.
5. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Purpose: public utilities  
 Recording Date: February 19, 1969  
 Recording No.: [Book 8878, Page 863](#), Official Records  
 Affects: that portion of said land described therein

6. Intentionally deleted.
7. A notice that said Land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document

Recording Date: July 18, 1973  
 Recording No.: [Book 10807, Page 9](#), Official Records  
 Redevelopment Agency: City of Santa Ana Redevelopment Agency

An agreement to modify the terms and provisions of the said document, as therein provided

Recording Date: October 20, 2004  
 Recording No.: [2004-000948360](#) of Official Records

An agreement to modify the terms and provisions of the said document, as therein provided

Recording Date: December 20, 2007  
 Recording No.: [2007-000744244](#) of Official Records

8. Intentionally deleted.
9. Intentionally deleted.
10. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
11. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

**PRELIM NO. FBSC2600762  
AMENDMENT 1**

**CHICAGO TITLE COMPANY**

- 12. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
- 13. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

**END OF EXCEPTIONS**

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

Prepared by CLTA  
The Company

Page 5

**CHICAGO TITLE COMPANY**

**REQUIREMENTS**

1. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

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

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

Governmental agency: County of Orange

**END OF REQUIREMENTS**

*Faint, illegible text, possibly a signature or stamp.*

*Faint, illegible text, possibly a signature or stamp.*

**CHICAGO TITLE COMPANY****INFORMATIONAL NOTES**

1. Note: None of the items shown in this report will cause the Company to decline to attach ALTA Endorsement Form 9 to an Extended Coverage Loan Policy, when issued.
2. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a public facility, known as 717 W Santa Ana Blvd, Santa Ana, CA, to an Extended Coverage Loan Policy.
3. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
4. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
5. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

PRELIM NO. FBSC2600762  
AMENDMENT 1

**CHICAGO TITLE COMPANY**

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6. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:
- A. 2006 ALTA Owner's Policy (06-17-06).
6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
- B. 2006 ALTA Loan Policy (06-17-06)
8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
- C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).
10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
- D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).
12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
- E. CLTA Standard Coverage Policy 1990 (11-09-18).
7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.
7. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

**END OF INFORMATIONAL NOTES**



Inquire before you wire!

## WIRE FRAUD ALERT

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

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

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

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

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

**Federal Bureau of Investigation:**

<http://www.fbi.gov>

**Internet Crime Complaint Center:**

<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL CALIFORNIA PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This California Privacy Notice explains how we collect, use, and disclose Personal Information, when and to whom we disclose such information, and the rights you, as a California resident ("Consumer"), have regarding your Personal Information ("California Privacy Rights"). "Personal Information" means information that identifies, relates to, describes, and is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. If FNF has collected, used, or disclosed your Personal Information in relation to a job application or employment, independent contractor, officer, owner, or director relationship with FNF, FNF's practices are discussed in our Notice at Collection for Prospective Employees, available at [Prospective California Employees](#).

Some subsidiaries maintain separate California Privacy Notices or privacy statements. If a subsidiary has a separate California Privacy Notice, it will be available on the subsidiary's website, and this California Privacy Notice does not apply.

### **Collection of categories of Personal Information:**

In the preceding twelve (12) months FNF has collected, and will continue to collect, the following categories of Personal Information from you:

- Identifiers such as name, address, telephone number, IP address, email address, account name, social security number, driver's license number, state identification card, passport number, financial information, date of birth, or other similar identifiers;
- Characteristics of protected classifications under California or Federal law;
- Commercial information, including records of personal property, products or services purchased, or other purchasing or consuming histories;
- Internet or other electronic network activity information including, but not limited to browsing history on FNF websites and information regarding a Consumer's interaction with an FNF website;
- Geolocation data;
- Unique biometric data used to authenticate a specific individual such as a fingerprint, retina, or iris image;
- Professional or employment information;
- Education Information.

### **This Personal Information is collected from the following sources:**

- Information we receive from you on applications or other forms;
- Information about your transactions with FNF, our affiliates, or others;
- Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities, or from internet service providers, data analytics providers, and social networks;
- Information from the use of our websites and mobile applications;
- Information we receive directly from you related to doing business with us.

### **This Personal Information is collected for the following business purposes:**

- To provide products and services to you or in connection with a transaction involving you;
- To perform a contract between FNF and the Consumer;
- To improve our products and services;
- To comply with legal obligations;
- To detect and protect against fraudulent or illegal activity;
- To communicate with you about FNF or our affiliates;
- To maintain an account with FNF or our affiliates;

- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To provide, support, personalize, and develop our websites, products, and services;
- To directly market our products to consumers;
- As described to you when collecting your Personal Information or as otherwise set forth in the California Consumer Privacy Act.

**Disclosures of Personal Information for a business purpose:**

In the preceding twelve (12) months FNF has disclosed, and will continue to disclose, the categories of Personal Information listed above for a business purpose. We may disclose Personal Information for a business purpose to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your prior consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service Providers and non-affiliated third parties such as data analytics providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

**Sale of Personal Information:**

In the preceding twelve (12) months, FNF has not sold or shared Personal Information. FNF does not sell or share Personal Information.

**Retention Periods:**

Due to the breadth and variety of data collected by FNF, it is not possible for us to provide you with a comprehensive list of timeframes during which we retain each category of Personal Information. FNF retains categories of information as reasonably necessary to satisfy the purpose for which we collect the information. This time period varies depending on the purpose for which we collected the information, the nature and frequency of our interactions and relationship with you, whether we have a legal basis to continue retaining the information, industry practices, the value and sensitivity of the information, and state and federal recordkeeping requirements.

**Personal Information of minors:**

FNF does not knowingly collect the Personal Information of minors. FNF does not sell or share the information of consumers under sixteen (16) years of age.

**Sensitive Personal Information:**

FNF does not use or disclose sensitive Personal Information for any purposes other than those specified in the California Consumer Privacy Act.

**Right to know:**

Consumers have a right to know about Personal Information collected, used, disclosed, shared, or sold, including the categories of such Personal Information, as well as the purpose for such collection, use, disclosure, sharing, or selling, categories of third parties to whom Personal Information is disclosed, shared or sold, and the specific pieces of Personal Information collected about the consumer. Consumers have the right to request FNF disclose what Personal Information it collected, used, and disclosed in the past twelve (12) months.

**Right to request deletion:**

Consumers have a right to request the deletion of their Personal Information, subject to certain exceptions.

• To comm:

• To comm:

**Right to Correct:**

Consumers have the right to correct inaccurate Personal Information.

**Right to non-discrimination:**

Consumers have a right not to be discriminated against because of exercising their consumer privacy rights. We will not discriminate against Consumers for exercising any of their California Privacy Rights.

**Privacy Requests:**

To exercise any of your California Privacy Rights, or if acting as an authorized agent on behalf of another individual, please visit [California Privacy Request \(FNF.com/California-privacy\)](https://www.fidelity.com/california-privacy), call us Toll Free at 888-413-1748, or write to the address at the end of this notice.

Upon making a California Privacy Request, FNF will verify the consumer's identity by requiring an account, loan, escrow number, or other identifying information from the consumer.

The above-rights are subject to any applicable rights and obligations including both Federal and California exemptions rendering FNF, or Personal Information collected by FNF, exempt from certain CCPA requirements.

A Consumer may use an Authorized Agent to submit any CCPA request. Authorized agents' requests will be processed like any other CCPA request, but FNF will also require the Consumer provide the agent written permission to make the request and verify his or her identity with FNF.

**FNF website services for mortgage loans:**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice describing the categories, sources, and uses of your Personal Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Information. FNF does not share Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**California Privacy Notice - Effective Date:**

This California Privacy Notice was last updated on January 1, 2026.

**Contact for more information:**

For questions or concerns about FNF's California Privacy Notice and privacy practices, or to exercise any of your California Privacy Rights, please visit [California Privacy \(FNF.com/California-privacy\)](https://www.fidelity.com/california-privacy), call Toll Free 888-413-1748, or contact us by mail at the below address.

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

## ATTACHMENT ONE

### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11-09-18)

#### EXCLUSIONS FROM COVERAGE

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

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

#### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

#### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

*(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)*

**ATTACHMENT ONE  
(CONTINUED)**

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE OWNER'S POLICY (02-04-22)  
EXCLUSIONS FROM COVERAGE**

The following matters are 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) that restricts, regulates, prohibits, or relates to:
    - i. the occupancy, use, or enjoyment of the Land;
    - ii. the character, dimensions, or location of any improvement on the Land;
    - iii. the subdivision of land; or
    - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
  3. Any defect, lien, encumbrance, adverse claim, or other matter:
    - a. created, suffered, assumed, or agreed to by the Insured Claimant;
    - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
    - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
  4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
    - a. fraudulent conveyance or fraudulent transfer;
    - b. voidable transfer under the Uniform Voidable Transactions Act; or
    - c. preferential transfer:
      - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      - ii. for any other reason not stated in Covered Risk 9.b.
  5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
  6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.  
Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
  7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

**EXCEPTIONS FROM COVERAGE**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

**PART I**

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

**PART II**

*(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)*

**ATTACHMENT ONE  
(CONTINUED)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21)  
EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy and We 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) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.  
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by You;
  - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
  - c. resulting in no loss or damage to You;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
  - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
  - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
  - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.  
Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

**LIMITATIONS ON COVERED RISKS**

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

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

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

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

**ATTACHMENT ONE  
(CONTINUED)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)  
EXCLUSIONS**

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

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

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

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

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

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

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

## ATTACHMENT ONE (CONTINUED)

### ALTA OWNER'S POLICY (07-01-2021)

#### EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
    - i. the occupancy, use, or enjoyment of the Land;
    - ii. the character, dimensions, or location of any improvement on the Land;
    - iii. the subdivision of land; or
    - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
  3. Any defect, lien, encumbrance, adverse claim, or other matter:
    - a. created, suffered, assumed, or agreed to by the Insured Claimant;
    - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
    - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
  4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
    - a. fraudulent conveyance or fraudulent transfer;
    - b. voidable transfer under the Uniform Voidable Transactions Act; or
    - c. preferential transfer:
      - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      - ii. for any other reason not stated in Covered Risk 9.b.
  5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
  6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
  7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

#### EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

*NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:*

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

## ATTACHMENT ONE (CONTINUED)

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

#### EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

#### 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:

*NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:*

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

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## Notice of Available Discounts

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

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

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

### FNF Underwritten Title Companies

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

### Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company  
 CLTIC - Commonwealth Land Title Insurance Co.  
 FNTIC - Fidelity National Title Insurance Co.  
 NTINY - National Title Insurance of New York

### Available Discounts

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, CLTIC, FNTIC, NTINY)**

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

#### **DISASTER AREA TRANSACTIONS (CTIC, CLTIC, FNTIC, NTINY)**

This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a Lender's Policy (Standard or Extended), or an Owner's Policy (Standard or Homeowners coverage). To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

- A. The subject property is in a disaster area declared by the government of the United States or the State of California.
- B. The subject property was substantially or totally destroyed in the declared disaster.
- C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster.

#### **DISASTER AREA ESCROWS (CTC, CLTC, FNTC, TICOR, LTC)**

This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a loan or a sale escrow transaction. To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

- A. The subject property is in a disaster area declared by the government of the United States or the State of California.
- B. The subject property was substantially or totally destroyed in the declared disaster.
- C. The subject property ownership has not changed since the time of the disaster.

## Notice of Available Discounts

(continued)

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster. Standard minimum charge applies based upon property type. No other discounts or special rates, or combination of discounts or special rates, shall be applicable. Applies to a single transaction per property.

This rate is applicable to the following Zones/Counties:

Zone 1.A: Orange County

Zone 1.B: Riverside and San Bernardino Counties

Zone 2: Los Angeles County

Zone 3: Ventura County

Zone 10: San Diego County

Zone 12: Imperial County

If used for a sale transaction, the application of this rate assumes the charge for the Residential Sale Escrow Services (RSES) fee will be split evenly between buyer and seller. As such and regardless of how the calculated applicable RSES will be split between the disaster victim and the other principal, the rate will be applied only to one half (1/2) of the calculated applicable RSES fee, regardless of whether the disaster victim is paying half (1/2) of the RSES fee (as is customary) or paying the entire fee. The rate under this provision will be fifty percent (50%) of disaster victims' one half (1/2) portion only and shall not apply to any portion paid by non-disaster victim. Additional services will be charged at the normal rates.

### **MILITARY DISCOUNT RATE (CTIC, CLTIC, FNTIC)**

Upon the Company being advised in writing and prior to the closing of the transaction that an active duty, honorably separated, or retired member of the United States Military or Military Reserves or National Guard is acquiring or selling an owner occupied one-to-four family property, the selling owner or acquiring buyer, as applicable, will be entitled to a discount equal to fifteen percent (15%) of the otherwise applicable rates such party would be charged for title insurance policies. Minimum charge: Four Hundred Twenty-Five And No/100 Dollars (\$425.00)

The Company may require proof of eligibility from the parties to the transaction verifying they are entitled to the discount as described. No other discounts or special rates, or combination of discounts or special rates, shall be applicable.

ject property owners

ject property owners

**EXHIBIT E**

**Deed**

PROJECT NAME: SANTA ANA

PROPERTY ADDRESS:

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

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

And

County of Orange  
CEO Real Estate  
400 W. Civic Center Drive, 5<sup>th</sup> Floor  
Santa Ana, California  
Attn: Chief Real Estate Officer

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

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(Space Above for Recorder's Use)

**QUITCLAIM DEED**

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

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

**SUBJECT TO:**

1. General and Special Real Property Taxes for the current fiscal year.
2. Covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of record, including, without limitation, all water, water rights and water stock relating to the Property and any other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the Property or other real property held by the County.
3. County's Right to Reversion. Except in the event of a "Permitted Delay", the Grantor and Grantee acknowledge and agree that the Grantor's quitclaim of the

Property to the Grantee is for the purpose of Grantee's use of the Property in conjunction with Grantee's Capital Improvement Program for Modification to the Law Library Deck (Plaza of the Fountains) and Access as set forth in that unrecorded Transfer Agreement between Grantor and Grantee dated \_\_\_\_\_. The Grantor and Grantee agree that Grantee shall commence the construction of the Project no later than five (5) years from the date of execution of this deed, and should the Grantee fail to do so, then the Property shall revert to the County, and it shall be lawful for Grantor to re-enter, to have, and to enjoy the Property as of its former estate. Title to the Property thereupon shall vest in Grantor and all right, title, and interest therein of Grantee shall terminate; but Grantee shall quitclaim all interest in the Property set forth in this deed, record such quitclaim deed related thereto, and provide a copy of the recorded quitclaim deed to the County no later than 60 days after such reversion. As used herein, the term "Permitted Delay" shall refer to any delay resulting from acts of God; fire; earthquake; flood; explosion; action of the elements; war; invasion; insurrection; riot; mob violence; sabotage; malicious mischief; inability (notwithstanding good faith and diligent efforts) to procure (or general shortage of) labor, equipment, facilities, materials, or supplies in the open market; failure of transportation; strikes (other than any strike resulting from acts of Grantee); lockouts; action of labor unions; condemnation laws; requisition or order of government or civil or military or naval authorities; or any other similar cause to those stated above, not within Grantee's reasonable control. Notwithstanding anything to the contrary contained herein, in no event shall financial inability constitute Permitted Delay

4. Grantor shall also reserve and retain for itself an access easement(s) running north and south along the length of the Law Library and include a pathway of travel to connect adjacent County properties. The access easement will be legally described and granted after the City has completed their construction design and County reviews and approves said design and legal description. The parties agree to subsequently amend this deed to record the final legal description after the City's completion of construction and County's approval of the design and description.

COUNTY OF ORANGE:

By: \_\_\_\_\_  
Thomas A. Miller  
Chief Real Estate Officer  
Pursuant to Minute Order Dated \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

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

**ATTEST:**

**CITY OF SANTA ANA**

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JENNIFER L. HALL  
City Clerk

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ALVARO NUÑEZ  
City Manager

**Schedule 1  
to  
Quitclaim Deed**

**Legal Description of Property**

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

(Attached hereto and made part hereof)

**EXHIBIT "A"**  
LEGAL DESCRIPTION

FACILITY NAME: SANTA ANA CIVIC CENTER  
FACILITY NO.: GA401  
PARCEL NO.: 289

THOSE PORTIONS OF LOTS 1, 8, 9, AND 10 IN BLOCK F OF ROSS ADDITION TO SANTA ANA, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 3, PAGES 534 AND 535 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, AND THOSE PORTIONS OF PARTON STREET AND FIFTH STREET, VACATED PER RESOLUTION NO. 69-27 OF THE CITY OF SANTA ANA, RECORDED FEBRUARY 19, 1969, IN BOOK 8878, PAGE 863, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, DESCRIBED AS FOLLOWS:

THE EAST 42.40 FEET OF SAID LOTS 1 AND 10, EXCEPTING THEREFROM THE SOUTH 60 FEET OF SAID LOT 10;

TOGETHER WITH THE SOUTH 60 FEET OF SAID LOTS 9 AND 10, AND THE SOUTH 60 FEET OF THE EAST 37.83 FEET OF SAID LOT 8;

ALSO TOGETHER WITH THE WEST ONE-HALF OF PARTON STREET (60- FEET WIDE), BOUNDED NORTHERLY BY THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT 1, AND SOUTHERLY BY THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 10;

ALSO TOGETHER WITH THE NORTH ONE-HALF OF FIFTH STREET (60- FEET WIDE), BOUNDED EASTERLY BY THE FORMER CENTERLINE OF SAID PARTON STREET, AND WESTERLY BY THE SOUTHERLY PROLONGATION OF THE WEST LINE OF THE AFORESAID EAST 37.83 FEET OF SAID LOT 8.

CONTAINING APPROXIMATELY 28,901 SQUARE FEET (0.663 ACRES), MORE OR LESS.

ATTACHED HERETO IS AN EXHIBIT LABELED 'EXHIBIT "B"' AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME  
OR UNDER MY DIRECTION IN NOVEMBER, 2025.

DATE: 02/20/2026

  
ZACHARY E. BUSCH, PLS 9981



901 Via Piemonte, Suite 400, Ontario, CA 91764  
909.477.6915 Fax: 909.477.6916 imegcorp.com

**EXHIBIT "A"**  
LEGAL DESCRIPTION

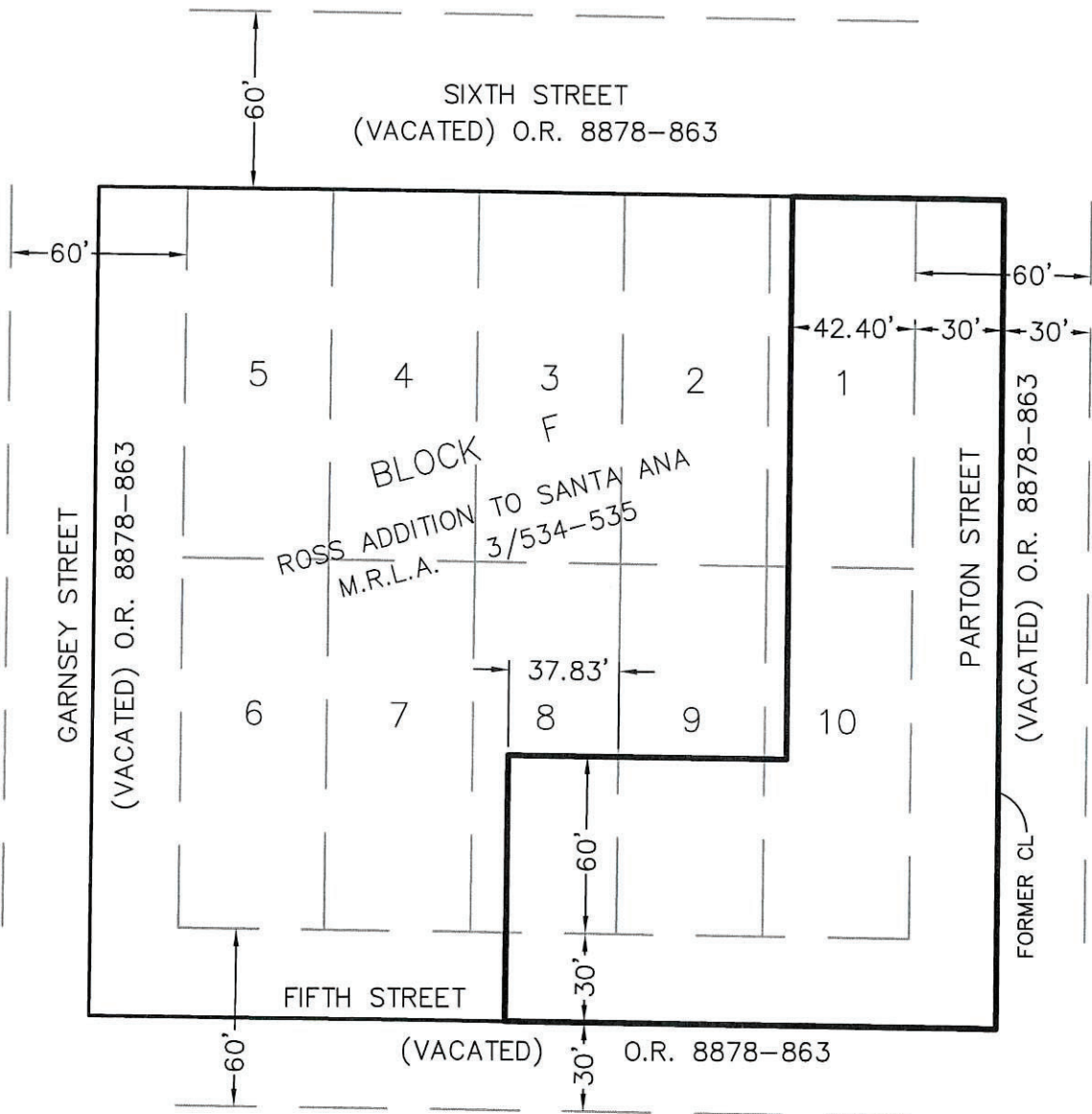
JN: 24005853.00

02/20/2026

SHEET 1 OF 2

**EXHIBIT "B"**

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



**LEGEND:**



SCALE: 1"=60'

- BOUNDARY OF SUBJECT CONVEYANCE PARCEL GA401-289
- REMAINDER OF EXISTING COUNTY PARCEL
- M.R.L.A. MISCELLANEOUS RECORDS, LOS ANGELES COUNTY



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JN: 24005853.00

02/20/2026

SHEET 2 OF 2