


APPLICATION FOR VACATION OF PUBLIC RIGHT OF WAY  
ORIGINAL – (No copies or faxes)

DATE: 01/17/2023


PROJECT LOCATION AND DESCRIPTION:

- (1) Area proposed to be vacated is: Paper alley  
(Street/Avenue/Boulevard/alley/walk:N/S/E/Wof)
- and is located between:  
S Western Ave and W Gage Ave  
(Street, Avenue, Boulevard or other limit) (Street, Avenue, Boulevard or other limit)
- Attach a map if necessary.
- (2) The vacation area lies within or is shown on:
- (a) Engineering District: (check appropriately)
- ☒ Central ☐ Harbor ☐ Valley ☐ West Los Angeles
- (b) Council District No. 8
- (c) District Map No. \_\_\_\_\_
- (d) A CRA Redevelopment Area: x OR \_\_\_\_\_  
(YES) (NO)
- (3) Area (in sq. ft.) of the proposed vacation area is approx. 10,165.97 sq. ft. If over 10,000 sq. ft. of buildable area, the vacation is not categorically exempt from the California Environmental Quality Act Guidelines and will require a higher level of environmental review. Contact a vacation staff member to discuss the effect of this on the processing of your application prior to submittal. If the applicant is required to have an environmental determination performed by the Bureau of Engineering Environmental Management Group, the applicant must submit an additional \$32,100 fee deposit. This will also increase the processing time by approximately 6 months.
- If the vacation is located within a Coastal Development Zone, a Coastal Development Permit will be required for the project. The applicant should be aware that vacations within a Coastal Development Zone will take longer to process and will be considerably more expensive. If the applicant is required to have a Coastal Development Permit processed by the Bureau of Engineering Environmental Management Group, the applicant must submit an additional \$32,100 fee deposit.
  - Some city agencies, including LADOT, may require additional fees to be deposited to cover costs during the referral and investigation process. The applicant is responsible for paying the fees to the agency directly. Referral fees paid to other city agencies are separate from the Bureau of Engineering processing fees.
  - If the proposed vacation is only for a portion of the Right-of-Way or a partial block, contact a vacation staff member prior to submitting application.
- (4) Purpose of vacation (future use of vacation area) is: To create a public park
- \_\_\_\_\_
- \_\_\_\_\_
- (5) Vacation is in conjunction with: (Check appropriately)
- ☐ **Revocable Permit** ☐ Tract Map ☐ Parcel Map ☐ Zone Change
- ☒ Other Developing public park for Rec and Parks

**PETITIONER / APPLICANT:**

- (6) Petitioner(s): Aleigh Lewis / Los Angeles Neighborhood Initiative  
Print Name(s) of Petitioner(s) in full – Name or Company Name
- Signature(s):   
If Company, Name and Title
- 800 S. Figueroa Street, Suite 670  
Los Angeles, CA 90017
- (7) Mailing Address: \_\_\_\_\_  
(Address, City, State, Zip Code)
- (8) Daytime phone number of petitioner is: ( 310 ) 961-0176  
FAX number: \_\_\_\_\_ ( ) \_\_\_\_\_  
E-mail number: aleigh@lanl.org
- (9) Petitioner is: (check appropriately) ( ) Owner **OR** (x) Representative of Owner

**OWNERSHIPS:**

- (10) Name(s) and address of the Owner(s) applying for vacation is/are:  
City of Los Angeles  
Real Estate Services Division, City Hall South, 111 E. 1st St., Room 201  
Los Angeles, CA 90012  
Print Name(s) and Address of Owner(s) in Full  
(If Owner is Petitioner, Indicate "Same as above")
- Signature(s): 
- (11) Petitioner is owner or representative of owner of: (check appropriately)
- ( ) The property described in attached copy of Grant Deed OR
- ( ) \_\_\_\_\_
- \_\_\_\_\_  
(Lot, Tract No.) (Parcel, Parcel Map L.A. No.) (Other)

- (12) The following are the available signatures of other property owners who also own properties adjoining the area proposed to be vacated and whose ownership’s are indicated on the attached map by use of “circled letters”. **(1)** Print Name(s), **(2)** Provide mailing addresses, **(3)** Indicate Lots owned and **(4)** Obtain signatures.  
(See Example Ownership List)

Ownership Information may be obtained from:

Los Angeles City Clerk Land Records Division Room 730 201 North Figueroa Street Los Angeles, CA 90012 Phone: (213) 977-6001	<b>or for the <u>most</u> current information</b>	Los Angeles County Assessor Ownership Information 500 West Temple Street Los Angeles, CA 90012 Phone: (213) 974-3211
--	---	--

Provide the **information** as indicated:

	Print Names(s) of Property Owner(s) Here	Signature(s) Here
<b>A</b>	----- Print Mailing Address Here	Owner of: Lot or Parcel Here
	City of Los Angeles, General Services Real Estate Services Division	
<b>B</b>	----- City Hall South, 111 E. 1st Street, Room 201 Los Angeles, CA 90012	Owner of Lot
<b>C</b>	-----	
<b>D</b>	-----	
<b>E</b>	-----	
<b>F</b>	-----	
<b>G</b>	-----	
<b>H</b>	-----	
<b>I</b>	-----	
<b>J</b>	-----	
<b>K</b>	-----	
	Add extra sheet(s) if necessary	(revised 10-28-14)

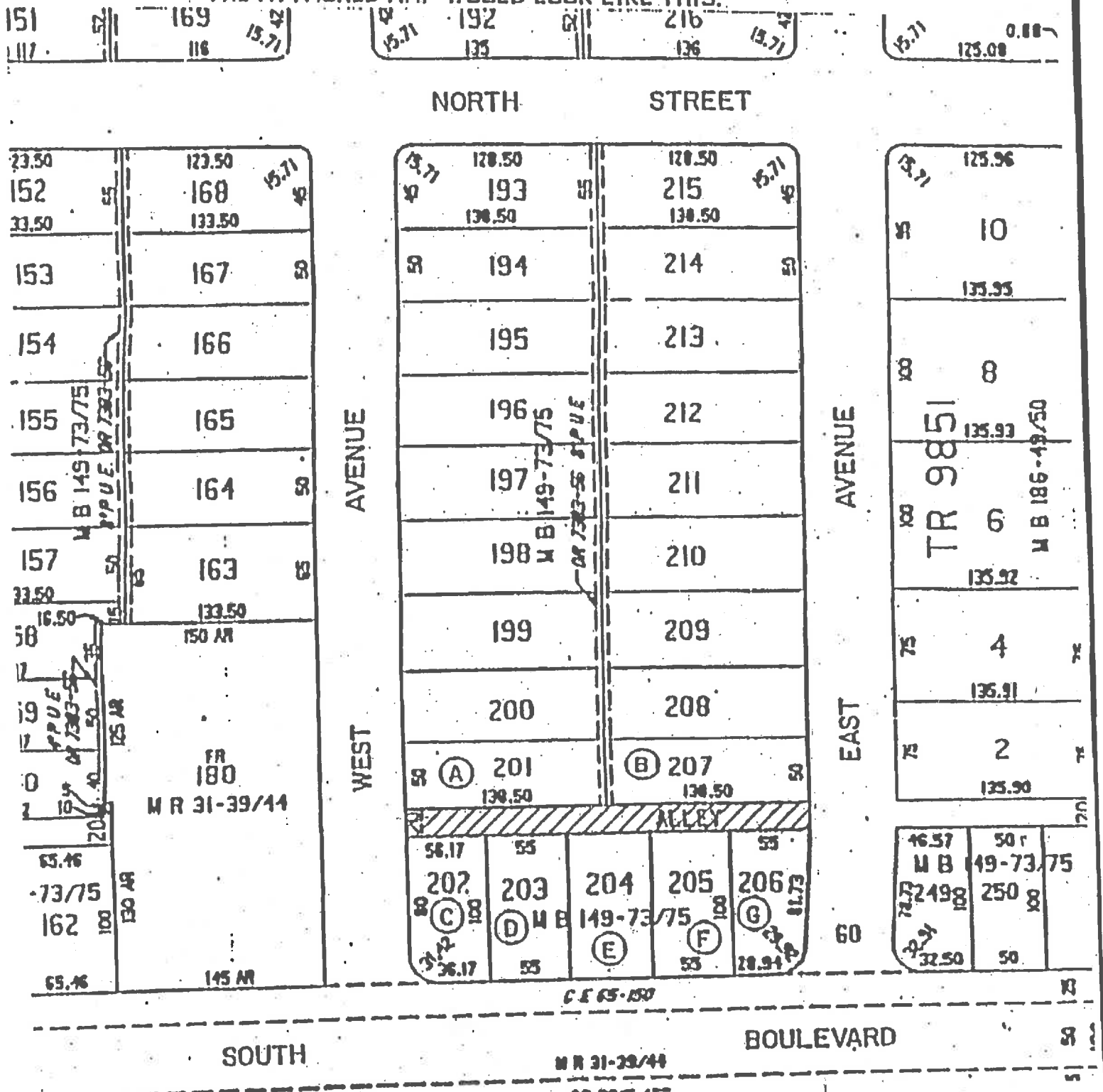
# EXAMPLE OWNERSHIP LIST:

If these were the owners that appeared on an application,

(A)	John Doe	<i>John Doe</i>	Owner / Applicant, Owner of: Lot 201
(B)	Mary M. Smith	<i>Mary M. Smith</i>	Owner of: Lot 207
(C)	Richard R. White	Signature Not Available	Owner of: Lot 202
(D)	David T. Taylor	<i>David T. Taylor</i>	Owner of: Lot 203
(E)	Jane F. Lee	<i>Jane F. Lee</i>	Owner of: Lot 204
(F)	Richard D. Stone	<i>Richard D. Stone</i>	Owner of: Lot 205
(G)	George C. Davis	<i>George C. Davis</i>	Owner of: Lot 206

and where  INDICATES THE AREA PROPOSED TO BE VACATED

THE ATTACHED MAP WOULD LOOK LIKE THIS:



**CITY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE CITY ENGINEER**

**ENVIRONMENTAL ASSESSMENT FORM**

(Subject to Revision)

Return to: Land Development Group  
201 No. Figueroa Street  
2<sup>nd</sup> Floor, Suite 200  
Los Angeles, CA 90012

Attention: \_\_\_\_\_  
Section Head

PLEASE TYPE

DATE SUBMITTED: 01/17/22

PROJECT TYPE: Paper alley vacation

PROJECT ADDRESS/LOCATION: S Western Ave and W Gage Ave

BETWEEN S Western Ave AND W Gage Ave

PROJECT AREA (IN ACRES) .233

REFERENCES: PROJECT NO. \_\_\_\_\_

C.D. 8

C.F. NO. \_\_\_\_\_

ENGR. DIST. \_\_\_\_\_

W.O. \_\_\_\_\_

DIST. MAP \_\_\_\_\_

DIV. INDEX \_\_\_\_\_

OTHERS (SPECIFY) \_\_\_\_\_

Applicant's Name: Los Angeles Neighborhood Initiative Phone (213) 627-1822 x20

Address: 800 Figueroa St. Ste 670

City: Los Angeles, CA

Zip Code 90017

**NOTE:** Not all projects will necessitate the preparation of an Environmental Impact Report (EIR). In order to make a determination as to whether any significant environmental impacts could result from the proposed project or action, the following Environmental Assessment Form must be filled out and submitted to the City Engineer.

As soon as possible, the Office of the City Engineer will determine whether or not the application will require an Environmental Impact Report and will notify the applicant accordingly.

If your available data indicates that the project will have a significant adverse impact on the environment, you may be required to submit a Draft Environmental Impact Report in addition to this assessment form.

Please attach any maps, photographs, plot plans, preliminary development plans, or other pertinent information which will assist in determining the significance of this project's impact.

## SECTION I

Please complete the following on attached typewritten pages.

### A. Description of Project

#### 1. Objectives – Purpose of Project

Describe in sufficient detail the objectives or purposes of the project.

If the project could result in any adverse environmental effects or public objections, the applicant may use this Subsection to explain why the proposed project is believed to be the best course of action, describing the factors of overriding importance supporting this conclusion.

#### 2. Project Characteristics

Describe the project's physical (technical and environmental) characteristics including the actions or activities associated with the project (temporary construction activities as well as permanent operating activities). The description should not supply extensive detail beyond that needed to assess the potential environmental effects of the project's characteristics.

#### 3. Existing Use of Property

Describe the existing use of the property and the density or intensity of any structures to be removed.

#### 4. Relationship to Other Projects

If the project is a component of larger plans or programs, describe the project's future phases or extensions. If the project is part of a larger project for which an EIR has been required, or for which a Negative Declaration has been granted, attach the EIR or reference the Negative Declaration in this Subsection.

Describe existing projects in the surrounding area, which may have a major influence on, or be influenced by the proposed project.

#### 5. Other Project Permits Required

List subsequent or subordinate public agency approvals or permits which will be necessary to the completion of the project (e.g. building permits, sewer connection permits, zone change or variance, conditional use, tract or parcel maps, APCD approval, etc.). Specify the type of permit or approval and the public agency involved, including Special Districts.

### B. Description of Existing Environmental Conditions

Briefly describe the environmental conditions (social, economic and physical) in the area affected by the proposed project as existing prior to commencement of the project.

Detailed information concerning individual environmental conditions should be provided only if the questions under Section II indicate that the project could result in a change in a particular environmental condition. For example, if views could be obstructed or changed by the project, then the environmental description should provide greater detail concerning the existing visual conditions that may be obstructed or changed. Similarly, if traffic congestion could be increased by the project, then the existing traffic pattern and levels of congestion should also be described in greater detail, if such increase is significant.

## SECTION II

Please answer the following questions. If your answer is YES to one or more of the questions, please explain each YES answer on a separate typewritten page(s) attached to this Form.

- |  | YES   | NO     |
|--|-------|--------|
| 1. Could the project result in higher densities and more intensive land use?   | _____ | _____x |
| 2. Could the project serve to encourage or facilitate development of presently undeveloped areas or intensify development of already developed areas outside the project establish any project area? Could the project establish any precedents or facilitate any other projects of which the impact may be significant? | _____ | _____  |
| NOTE: Examples include the introduction or expansion of facilities such as streets, water mains or sewer lines, or the increase in development pressure resulting from changes in adjacent property values induced by the proposed project.  |       |        |
|  | _____ | _____x |
| 3. Could the project result in the temporary or permanent displacement of people or annoyance to community residents?  | _____ | _____x |
| 4. Could employment or the availability of housing in the community be affected by the project?  | _____ | _____x |
| 5. Could any racial, ethnic, religious or other established social group in the community be affected by the project? Could the social or economic composition of the community be changed by the project?   | _____ | _____x |
| 6. Could the project cause increased traffic congestion or draw non-residential traffic through a residential neighborhood, or cause increased street parking or loading? Could the project cause increased congestion in the use of other facilities (recreational, commercial or other)?                               | _____ | _____x |
| 7. Could views from neighboring properties be changed or obstructed by the project? Could the project affect the aesthetic character of the neighborhood or community?   | _____ | _____x |
| 8. Could existing ambient noise levels be increased by the project (including during its construction period) to the extent that present or future residents or passersby would be annoyed to any degree? Could adjoining occupational, recreational or wildlife areas be affected by increases in ambient noise levels? | _____ | _____x |
| 9. Could the project change or disrupt any historical, cultural or archaeological site or its setting?   | _____ | _____  |

NOTE: The setting of such sites includes surrounding areas, the nature of which are important to the understanding and enjoyment of the site itself.

\_\_\_\_\_x

10. Are any of the natural or man-made features in the project area unique; that is, not found in other parts of the City?

YES

NO

NOTE: Unique features include those areas, structures, biological phenomena, etc., that exhibit distinguishing characteristics not found in other areas, or found only in a small number of areas.

11. Could the project change or affect the continued use or enjoyment of a natural, ecological, recreational or scenic area or resource?

12. Could the project affect the potential use, extraction or conservation of a scarce natural resource?

NOTE: Examples include, but are not limited to:

Developments which affect the extraction of rock, sand, gravel or other mineral resources.

Use which affect the multiple use of natural resources in scarce supply.

Activities which tend to affect the supply or availability of natural resources that are in scarce supply.

13. Does the project area serve as a habitat, food source, nesting place, source of water, etc., for any rare or endangered plant, wildlife or fish species?

14. Could the project injure fish, or wildlife, or their habitat, or interfere with the movement of any resident or migratory fish or wildlife species?

15. Could the project change existing features of any lagoon, bay, tideland or their setting?

16. Could the project change existing features of any beach or its surroundings, or is it located within 1,000 yards of mean high tide?

17. Will the project produce emission of any type, which will be directly injected into the atmosphere? (Particulate matter as well as chemical pollutants should be considered.)

18. Will the project produce any offensive or irritating odors?

19. Will trees or landscaping be removed?

20. Does the project involve construction in hilly or mountainous terrain?

21. Could any grading, blasting, excavating or drilling be required to implement the project?

22. Will the project involve construction in areas involving possible geologic or soils hazards or in areas subject to periodic flooding?

x

x

x

x

x

x

x

x

x

x

x

x

x



- |  | YES   | NO                   |
|--|-------|----------------------|
| 23. Could the proposed project have any effect on the quality or quantity, of either surface or subsurface existing water supplies?  | _____ | _____ <u>X</u> _____ |
| 24. Will the operation or activities of the project exceed any established national, state or local environmental standards (air, water, noise, vibration, glare, etc)?  | _____ | _____ <u>X</u> _____ |
| 25. Will the project involve the application, use or disposal of potentially hazardous materials requiring a special permit by the Municipal Code?   |       |                      |
| <p>NOTE: Examples include, but are not limited to, toxic substances (including pesticides, rodenticides, and herbicides), radioactive wastes, or use of explosive materials.</p>   |       |                      |
| 26. Could the project generate a controversy or result in public objections?   | _____ | _____ <u>X</u> _____ |
| 27. Has an environmental impact report already been prepared or is one under preparation for any portion or phase of the project, or for any portion or phase of any other project that is dependent upon or directly influenced by the project? | _____ | _____ <u>X</u> _____ |
| 28. Other than no projects at all, are there any less environmental offensive alternatives to the project?   | _____ | _____ <u>X</u> _____ |
| 29. Would the project have a significantly beneficial effect upon the environment?   | _____ | _____ <u>X</u> _____ |
| 30. Could the existing environmental conditions (social, economic or physical) subject the project to any potentially adverse effects?   |       |                      |

NOTE: Examples of such conditions are:

Natural hazards, (i.e., flood plains, seismic zones, landslide prone areas, fire hazard areas, etc.)

Non-natural conditions (i.e., disturbing noise levels, polluted air or water, high crime rate neighborhoods, etc.)

\_\_\_\_\_ X \_\_\_\_\_

Submitted by: Aleigh Lewis  
(Owner/Applicant)

Prepared by: (If by other than the owner or applicant)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

**CONSENT AND WAIVER FORM FOR VACATION PROJECTS**

City Engineer

Date: 01/17/22

Attention: Street Vacation Section  
Land Development Group  
201 North Figueroa Street  
2<sup>nd</sup> Floor, Suite 200  
Los Angeles, CA 90014

Dear Sir:

The undersigned hereby certifies to be the owner(s) of the property in the City of Los Angeles, County of Los Angeles, State of California, legally described as:

\_\_\_\_\_  
(Lot, Tract No.) (Parcel, Parcel Map L.A. No.) (Other)

I (We) am (are) informed that proceedings for the vacation of: \_\_\_\_\_

\_\_\_\_\_  
(Street Name, Alley, Walk, Other and Location)

which lies \_\_\_\_\_ (i.e., northerly, northeasterly, southwesterly, etc) of and adjoins my (our) property, have been instituted by the City of Los Angeles under Council File No. \_\_\_\_\_

I (We) hereby consent to this vacation and waive any and all damages that may accrue to my (our) property by reason of said vacation.

It being understood that the above waiver relates solely to the vacating of the public easement over the above mentioned public right of way, pursuant to the "Public Streets, Highways, and Service Easements Vacation Law of the California Streets and Highway Code. This Consent and Waiver is binding upon the undersigned, their heirs, successors in interest and assignees.

NAME (Print and Sign)

ADDRESS

DATE

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

----- Attach Notarial Acknowledgement Below -----

Tools

Navigation Tools Draw Tools

Measurement: 697.5 Sq Feet

Parcels

6300 S WESTERN AVE  
APN: 6002030906  
PIN: 105B193-923  
Legal: --127-

06300

06302

06304

06306

06308

ALLEY

U01750

GAGE AVE



Los Angeles Neighborhood Initiative

Cap II

800 S. Figueroa Street, Suite 670  
Los Angeles, CA 90017  
213 627-1822

Wells Fargo Bank, NA  
16-24/1220

8988

10/26/2022

PAY TO THE  
ORDER OF

City of Los Angeles

\$ \*\*14,980.00

Fourteen Thousand Nine Hundred Eighty and 00/100\*\*\*\*\*

DOLLARS

City of LA - BOE Land Development  
201 N. Figueroa, 7th Floor  
Los Angeles, CA 90012

MEMO

ATTN: Sean Mizan

*Veronica Hahn*  
AUTHORIZED SIGNATURE

⑈008988⑈ ⑆122000247⑆ 3242169294⑈

Los Angeles Neighborhood Initiative Cap II

8988

City of Los Angeles

10/26/2022

Application fee to vacate the paper alley running thro

14,980.00

Cash - Capital Fund II

14,980.00



# Los Angeles Neighborhood Initiative

## Cap II

800 S. Figueroa Street, Suite 670  
Los Angeles, CA 90017  
213 627-1822

Wells Fargo Bank, NA  
16-24/1220

8988

10/26/2022

PAY TO THE  
ORDER OF

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\$ \*\*14,980.00

Fourteen Thousand Nine Hundred Eighty and 00/100\*\*\*\*\*

DOLLARS

City of LA - BOE Land Development  
201 N. Figueroa, 7th Floor  
Los Angeles, CA 90012

MEMO

Att: Sean Mizan  
2/27/23  
2023005409

*Veronica W. [Signature]*  
AUTHORIZED SIGNATURE

⑈008988⑈ ⑆122000247⑆ 3242169294⑈

Transaction Reference: E1401456, Alley East of Western Avenue, Western and Gage, LANI Los Angeles Neighborhood Initiative

### Check Payment(s)

Date	Description	Name on Check	Check Number	Transaction Type	Amount
2/24/2023 1:45:01 PM	Check Payment	LOS ANGELES NEIGHBORHOOD INITIATIVE CAP II	8988	SALE	\$14,980.00

If my payment is returned due to Non Sufficient funds (NSF), the City of Los Angeles will charge a NSF fee as allowed by state law.

The City of Los Angeles reserves the right to issue a partial or full refund for this transaction. To request a refund, applicant has to submit a Claim for Refund.

Note: Some processing fees may not be refundable.

I Agree that I cannot reverse this charge and I agree to use the City's Claim for Refund process to request any refunds.

Customer Signature: \_\_\_\_\_



**Submission Confirmation Receipt**  
**Report Date & Time:**02/27/2023 10:25 AM CST  
**Capture Type:**Check(s) Only

This Submission Confirmation receipt represents items submitted for transfer and is not a deposit confirmation. Please verify individual transaction status from Capture History

Receivables ID	Group	Batch Number	Captured By	Captured Date & Time	Payer Routing Number	Payer DDA	Payment / Serial Number	Amount	Reference Text
8268995 - RDC - BOE - PERMIT CASE MANAGEMENT		1000	Justinea Allen	02/27/2023 10:24 AM CST	122000247	XXXXXX9294	008988	USD 14,980.00	

<b>Total Number of Checks</b>	1
<b>Total Amount</b>	USD 14,980.00

## Environmental Assessment Form

### Section 1

#### A. Description of Project

##### **1. Objectives, - Purpose of Project**

This city project is funded by CBDG and LANI is implementing a community driven design process. We need to vacate the paper alley so that General Services can turn over the park to Rec and Park so they can perform ongoing maintenance.

##### **2. Project characteristics:**

The community began working with the CRA in 2007 to acquire this vacant lot for the purpose of creating a pocket park. In 2010 the property was acquired.

##### **3. Existing Use of Property**

The area is a vacant lot with no permanent structures except for two billboards and a utility pole that will be removed.

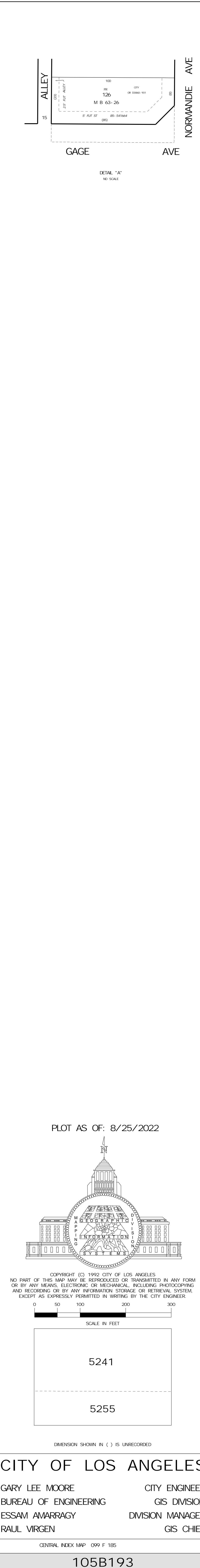
##### **4. Relationship to Other Projects**

The paper alley is in the middle of the vacant lot, and once it is removed, the land will form one piece of land to become the park.

##### **5. Other Project Permits Required**

RAP needs a right of entry permit.







City of Los Angeles  
Transaction ID: 2023005409 (Completed)  
City Copy

Transaction Date: 2/24/2023 1:45:10 PM | Cashier: Sean Mizan | Location: BOE - Land Development Section

QC	Description	Unit Price	Quantity	Subtotal
302	VACATION INVSTIGATN & PROCESS	\$14,980.00	1.00	\$14,980.00
Total Surcharge 1				\$0.00
Total Surcharge 2				\$0.00
Subtotal				\$14,980.00
Grand Total				\$14,980.00
Tendered				\$14,980.00
Balance				\$0.00
Transaction Reference: E1401436, Alley East of Western Avenue, Western and Gage, LANI Los Angeles Neighborhood Initiative				

Check Payment(s)

Date	Description	Name on Check	Check Number	Transaction Type	Amount
2/24/2023 1:45:01 PM	Check Payment	LOS ANGELES NEIGHBORHOOD INITIATIVE CAP II	8988	SALE	\$14,980.00

If my payment is returned due to Non Sufficient funds (NSF), the City of Los Angeles will charge a NSF fee as allowed by state law.

The City of Los Angeles reserves the right to issue a partial or full refund for this transaction. To request a refund, applicant has to submit a Claim for Refund.

Note: Some processing fees may not be refundable.

I Agree that I cannot reverse this charge and I agree to use the City's Claim for Refund process to request any refunds.

Customer Signature: \_\_\_\_\_



City of Los Angeles  
Transaction ID: 2023005409 (Completed)  
Customer Copy

Transaction Date: 2/24/2023 1:45:10 PM

QC	Description	Unit Price	Quantity	Subtotal
302	VACATION INVSTIGATN & PROCESS	\$14,980.00	1.00	\$14,980.00
Total Surcharge 1				\$0.00
Total Surcharge 2				\$0.00
Subtotal				\$14,980.00
Grand Total				\$14,980.00
Tendered				\$14,980.00
Balance				\$0.00
Transaction Reference: E1401436, Alley East of Western Avenue, Western and Gage, LANI Los Angeles Neighborhood Initiative				

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Date	Description	Name on Check	Check Number	Transaction Type	Amount
2/24/2023 1:45:01 PM	Check Payment	LOS ANGELES NEIGHBORHOOD INITIATIVE CAP II	8988	SALE	\$14,980.00

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I Agree that I cannot reverse this charge and I agree to use the City's Claim for Refund process to request any refunds.

Customer Signature: \_\_\_\_\_



\* 7 8 0 0 1 2 0 2 3 0 0 5 4 0 9 \*

136.59	1/4 1/2	290	136.56	1/2	289	136.52	1/2	288	136.48	1/4 1/2 3/4	287	136.45	1/4 1/2 3/4	286	136.41
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Issuing Policies of Chicago Title Insurance Company

ORDER NO.: **00118538-994-LT2-KD**

Escrow/Customer Phone: **(213) 488-4300**

City of Los Angeles, General Services Div.  
111 E. 1st Street, City Hall South  
Los Angeles, CA 90012  
ATTN: Louie Padua  
Email: louie.padua@lacity.org  
REF: Western/Gage Proj.

Title Officer: **Karl Daly (LA/Comm)**  
Title Officer Phone: **(213) 612-4157**  
Title Officer Fax: **(213) 488-4385**  
Title Officer Email: **Karl.Daly@CTT.com**

PROPERTY: **VACANT LANDS, LOS ANGELES, CA**

**PRELIMINARY REPORT**

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

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

*This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.*

*The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Florida corporation.*

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

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

Chicago Title Company

By:   
Authorized Signature



By:   
ATTEST   
President  
Secretary



## PRELIMINARY REPORT

**EFFECTIVE DATE:** January 8, 2020 at 7:30 a.m.

**ORDER NO.:** 00118538-994-LT2-KD

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

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

**Fee Estate**

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Yury Shmidt, Trustee of the Shmidt Decedent's Trust as to an undivided 50% interest and Yury Shmidt, Trustee of the Yury Shmidt Trust U/A/D 1/12/2018, as to an undivided 50% interest, as to that portion of Parcel 2 lying northerly of the center line of Gage Avenue, shown as Sixty-Third Street on the map of said [Tract No. 5687](#) and westerly of the southerly prolongation of the center line of the alley adjoining Lot 10 of said [Tract No. 5687](#) on the east as shown on said map;

City of Los Angeles, if it be judicially determined that fee title was conveyed by the deed recorded January 10, 1893 in [Book 837, Page 76 of Deeds](#), and Yury Shmidt, Trustee of the Shmidt Decedent's Trust as to an undivided 50% interest and Yury Shmidt, Trustee of the Yury Shmidt Trust U/A/D 1/12/2018, as to an undivided 50% interest, if it be judicially determined that an only an easement was conveyed by said deed, as to that portion of Parcel 5 lying northerly of the westerly prolongation the center line of Gage Avenue, shown as Sixty-Third Street on the map of said [Tract No. 5687](#)

Karla Z. Singleton, a married woman as her sole and separate property, as to that portion of Parcel 2 lying northerly of the center line of Gage Avenue, shown as Sixty-Third Street on the map of said [Tract No. 5687](#) easterly of the southerly prolongation of the center line of the alley adjoining Lot 11 of said tract on the west as shown on said map and westerly of the southerly prolongation of the easterly line of said Lot 11;

Irma Zamora, a single woman, as to that portion of Parcel 2 lying northerly of the center line of Gage Avenue, shown as Sixty-Third Street on the map of said [Tract No. 5687](#) easterly of the southerly prolongation of the westerly line of Lot 12 of said tract and westerly of the southerly prolongation of the easterly line of said Lot 12;

Alberto Gonzalez and Imelda Mazas, husband and wife, as joint tenants, as to that portion of Parcel 2 lying northerly of the center line of Gage Avenue, shown as Sixty-Third Street on the map of said [Tract No. 5687](#) easterly of the southerly prolongation of the westerly line of Lot 13 of said tract and westerly of the southerly prolongation of the easterly line of said Lot 13;

Henry W. Buffett and Geraldine Buffett, husband and wife, as joint tenants, as to that portion of Parcel 2 lying northerly of the center line of Gage Avenue, shown as Sixty-Third Street on the map of said [Tract No. 5687](#) and easterly of the southerly prolongation of the westerly line of Lot 14 of said tract;

Shahco Inc., as to the easterly half of Parcel 7;

City of Los Angeles, a charter city, subject to Item No. 1 of Schedule B, as to Lots 127, 128 and 129 of Parcel 1 and those portions of Parcels 2, 3 and 5 title to which would pass with a legal conveyance of said lots;

**The City of Los Angeles, a municipal corporation, as to the remainder.**

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

**See Exhibit A attached hereto and made a part hereof.**

## EXHIBIT "A"

### LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 127 TO 136 INCLUSIVE, OF [TRACT NO. 5687](#), IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 61, PAGE 24 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THAT PORTION OF SIXTY-THIRD STREET (NOW KNOWN AS GAGE AVENUE), AS SHOWN ON THE MAP OF [TRACT NO. 5687](#), IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED IN [BOOK 61, PAGE 24 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED ON THE WEST BY THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF LOT 10 OF SAID TRACT; BOUNDED ON THE EAST BY THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 14 OF SAID TRACT; BOUNDED ON THE NORTH BY THE SOUTHERLY LINE OF SAID LOT 10 AND ITS EASTERLY PROLONGATION; AND BOUNDED ON THE SOUTH BY THE NORTHERLY LINE OF LOT 127 OF SAID TRACT AND ITS EASTERLY PROLONGATION.

PARCEL 3:

THAT PORTION OF THE FIRST ALLEY LYING EASTERLY OF WESTERN AVENUE, AS SHOWN ON THE MAP OF [TRACT NO. 5687](#), IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED IN [BOOK 61, PAGE 24 OF MAPS](#) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; BOUNDED ON THE NORTH BY THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 127 OF SAID TRACT; BOUNDED ON THE SOUTH BY THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 132 OF SAID TRACT; BOUNDED ON THE WEST BY THE EASTERLY LINE OF SAID LOT 132, AND ITS NORTHERLY PROLONGATION; AND BOUNDED ON THE EAST BY THE WESTERLY LINE OF LOT 133 OF SAID TRACT, AND ITS SOUTHERLY PROLONGATION.

PARCEL 4:

THAT PORTION OF THE FIRST ALLEY LYING SOUTHERLY OF SIXTY-THIRD STREET (NOW KNOWN AS GAGE AVENUE) AS SHOWN ON THE MAP [OF TRACT NO. 5687](#), IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED IN [BOOK 61, PAGE 24 OF MAPS](#) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED ON THE WEST BY THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF LOT 133 OF SAID TRACT AND BOUNDED ON THE EAST BY THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 136.

PARCEL 5:

ALL THAT CERTAIN LOT AND PARCEL OF LAND, SITUATE, LYING AND BEING IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND BOUNDED AND PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 10 OF [TRACT NO. 4382](#), AS PER MAP RECORDED IN [BOOK 47, PAGE 59 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTHERLY AND PARALLEL WITH THE WESTERLY LINE OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, TO A POINT IN THE SOUTHERLY LINE OF NORTHWEST QUARTER OF SAID SECTION 24; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF NORTHWEST QUARTER OF SAID SECTION 24 A DISTANCE OF 40 FEET TO A POINT IN THE WESTERLY LINE THEREOF;

**EXHIBIT A**  
**(Continued)**

THENCE NORTHERLY ALONG THE SAID WESTERLY LINE OF SECTION 24 TO ITS INTERSECTION WITH THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 10, [TRACT NO. 4382](#) HEREINBEFORE MENTIONED; THENCE EASTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION THEREOF LYING NORTHERLY OF THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 10 OF [TRACT NO. 5687](#), IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN [BOOK 61, PAGE 24 OF SAID MAPS](#).

PARCEL 6:

THAT PORTION OF LOT 291 OF [TRACT NO. 5834](#), IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED IN [BOOK 63, PAGE 26 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY INCLUDED WITHIN A STRIP OF LAND, 40 FEET WIDE, LYING CONTIGUOUS TO AND SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH AND DISTANT 30 FEET EASTERLY MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF HARVARD BOULEVARD, 60 FEET WIDE, AS SAID WESTERLY LINE IS SHOWN ON THE MAP OF SAID [TRACT NO. 5687](#), WITH A LINE PARALLEL WITH AND DISTANT 30 FEET SOUTHERLY MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF GAGE AVENUE, FORMERLY SIXTY-THIRD STREET, 60 FEET WIDE, AS SAID NORTHERLY LINE IS SHOWN ON THE MAP OF SAID [TRACT NO. 5687](#);

THENCE WESTERLY ALONG SAID LAST-MENTIONED PARALLEL LINE A DISTANCE OF 125.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 480 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°20'40" AN ARC DISTANCE OF 203.95 FEET

THENCE SOUTHWESTERLY ALONG A LINE TANGENT TO SAID CURVE A DISTANCE OF 234.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 480 FEET AND BEING TANGENT AT ITS POINT OF ENDING TO A LINE PARALLEL WITH AND DISTANT 30 FEET SOUTHERLY MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF GAGE AVENUE FORMERLY SIXTY-FOURTH STREET, 60 FEET WIDE, AS SHOWN ON THE MAP OF [TRACT NO. 6596](#), RECORDED IN [BOOK 106, PAGES 99 AND 100, MAPS](#), IN THE OFFICE OF SAID COUNTY RECORDER;

THENCE SOUTHWESTERLY ALONG SAID LAST-MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 23°59'05" AN ARC DISTANCE OF 200.93 FEET TO SAID POINT OF ENDING IN SAID LAST-MENTIONED PARALLEL LINE.

BEING THE LAND CONDEMNED IN FEE FOR PUBLIC STREET PURPOSES IN JUDGMENT AND FINAL ORDER OF CONDEMNATION ENTERED IN LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 939,569, A CERTIFIED COPY OF WHICH RECORDED MAY 1, 1970 AS [INSTRUMENT NO. 2759, IN BOOK D4702, PAGE 663 OF OFFICIAL RECORDS](#).

PARCEL 7:

THAT PORTION OF THE FIRST ALLEY LYING EASTERLY OF WESTERN AVENUE, AS SHOWN ON THE MAP OF [TRACT NO. 5834](#), IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED IN [BOOK 63, PAGE 26 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; BOUNDED ON THE NORTH BY THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 291 OF SAID TRACT; AND BOUNDED ON THE SOUTH BY THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT.

PARCEL 8:



**EXHIBIT A**  
**(Continued)**

A STRIP OF LAND 30 FEET WIDE OFF OF THE WEST SIDE OF THE NORTH 60 ACRES OF THE SOUTH WEST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

EXCEPT THEREFROM THAT PORTION THEREOF LYING SOUTHERLY OF THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 291 OF [TRACT NO. 5834](#), AS PER MAP RECORDED IN [BOOK 63, PAGE 26 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 9:

THE WESTERLY 10 FEET OF I. WELLINGTON GARDNER TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED [IN BOOK 11, PAGE 44, OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION THEREOF LYING SOUTHERLY OF THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 291 OF [TRACT NO. 5834](#), AS PER MAP RECORDED IN [BOOK 63, PAGE 26 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE LEGAL DESCRIPTIONS FOR PARCELS 2, 3, 4, 5, 7, 8 AND 9 HAVE NOT BEEN CREATED OF RECORD AND ARE SHOWN SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF THIS REPORT. SAID LEGAL DESCRIPTIONS ARE SUBJECT TO APPROVAL OF OUR ENGINEERING DEPARTMENT.

## EXCEPTIONS

**AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

- A. There were no taxes levied for the fiscal year 2019-2020 as the property was vested in a public entity or within a public right-of-way..
- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
1. Any claim that the transaction vesting the Title as shown in Schedule A or creating the lien of the Insured Mortgage, or any other transaction occurring on or prior to Date of Policy in which CRA/LA or its successors transferred, acquired, or made any agreement affecting the title to or any interest in the Land, is void or voidable, or subject to termination, renegotiation, or judicial review, under California Assembly Bill 26 (Chapter 5, Statutes of 2011-12, First Extraordinary Session) and California Assembly Bill 1484 (Chapter 26, Statutes of 2011-12).
2. Rights of the public to any portion of the Land lying within the area commonly known as  
Gage Avenue, Western Avenue
3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- |                 |   |
|-----------------|---|
| Granted to:     | County of Los Angeles                               |
| Purpose:        | road  |
| Recording Date: | January 10, 1893                                    |
| Recording No:   | <a href="#">29, in Book 834, Page 232, of Deeds</a> |
| Affects:        | Parcel 8  |
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- |                 |  |
|-----------------|--|
| Granted to:     | County of Los Angeles                              |
| Purpose:        | road   |
| Recording Date: | January 10, 1893                                   |
| Recording No:   | <a href="#">30, in Book 837, Page 76, of Deeds</a> |
| Affects:        | Portion of Parcel 5                                |
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- |                 |  |
|-----------------|--|
| Granted to:     | City of Los Angeles (a municipal corporation of the State of California) |
| Purpose:        | public street  |
| Recording Date: | October 7, 1922  |
| Recording No:   | <a href="#">Book 1308, Page 378, Official Records</a>                    |
| Affects:        | Parcel 9   |
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- |                 |  |
|-----------------|--|
| Granted to:     | City of Los Angeles (a municipal corporation of the State of California) |
| Purpose:        | public street  |
| Recording Date: | December 8, 1922   |
| Recording No:   | <a href="#">in Book 1695, Page 143, Official Records</a>                 |
| Affects:        | Parcel 5   |

**EXCEPTIONS**  
**(Continued)**

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as delineated on or as offered for dedication on
- Map/Plat: [Tract No. 5687](#)  
Recording Date: December 15, 1922  
Recording No: [Book 61, Page 24 of Maps](#)  
Purpose: public street and alley  
Affects: Parcels 2, 3 and 4 and a portion of Parcel 5
8. Easement(s) for ingress and egress over said Land, such easement(s) having been acquired by owners of other lots under conveyances which were made by reference to the map/plat shown below.
- Map/Plat: [Tract No. 5687](#)  
Recording Date: December 15, 1922  
Recording No: [Book 61, Page 24 of Maps](#)  
Affects: Parcels 2, 3 and 4 and a portion of Parcel 5
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as delineated on or as offered for dedication on
- Map/Plat: [Tract No. 5834](#)  
Recording Date: February 2, 1923  
Recording No: [Book 63, Page 26 of Maps](#)  
Purpose: public alley  
Affects: Parcel 7
10. Easement(s) for ingress and egress over said Land, such easement(s) having been acquired by owners of other lots under conveyances which were made by reference to the map/plat shown below.
- Map/Plat: [Tract No. 5834](#)  
Recording Date: February 2, 1923  
Recording No: [Book 63, Page 26 of Maps](#)  
Affects: Parcel 7
11. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;
- Reserved by: J. D. Millar Realty Co., a California corporation  
Purpose: electric light and telephone pole use and service  
Recording Date: July 23, 1924  
Recording No: [Book 3165, Page 380, Official Records](#)  
Affects: the rear 3 feet of said Lot 136
- Affects: Parcel 1

**EXCEPTIONS**  
**(Continued)**

12. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable laws, as set forth in the document referred to in the numbered item last above shown.

Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Affects: Parcel 1

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

Reserved by: J. D. Millar Realty Co., a California corporation  
Purpose: electric light and telephone pole use and service  
Recording Date: February 13, 1925  
Recording No: [Book 3921, Page 17, Official Records](#)  
Affects: rear 3 feet of Lots 127, 128 and 129

Affects: Parcel 1

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

Reserved by: J. D. Millar Realty Co., a California corporation  
Purpose: electric light and telephone pole use and service  
Recording Date: February 17, 1925  
Recording No: [Book 3894, Page 143, of Official Records](#)  
Affects: rear 3 feet of said Lot 135

Affects: Parcel 1

15. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable laws, as set forth in the document referred to in the numbered item last above shown.

Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Affects: Lot 135 of said Parcel 1

**EXCEPTIONS**  
**(Continued)**

16. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: July 12, 1926  
Recording No: [353, in Book 6032, Page 138, Official Records](#)

Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Affects: Parcel 7

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

Reserved by: J. D. Millar Realty Co., a California corporation  
Purpose: electric light and telephone pole use and service  
Recording Date: December 14, 1926  
Recording No: [Book 6457, Page 348, Official Records](#)  
Affects: rear 3 feet of said Lots 131 and 132

Affects: Parcel 1

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

Reserved by: J. D. Millar Realty Co., a California corporation  
Purpose: electric light and telephone pole use and service  
Recording Date: February 15, 1927  
Recording No: [Book 6862, Page 71 Official Records](#)  
Affects: rear 3 feet of said Lot 130

Affects: Parcel 1

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

Reserved by: Interstate Realty & Improvement Company, a California corporation  
Purpose: electric light and telephone pole use and service  
Recording Date: September 25, 1929  
Recording No: [168, in Book 9351, Page 283, Official Records](#)  
Affects: rear 3 feet of said Lots 133 and 134

Affects: Parcel 1

**EXCEPTIONS**  
**(Continued)**

20. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable laws, as set forth in the document referred to in the numbered item last above shown.

Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Affects: Lots 133 and 134 of Parcel 1

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

Purpose: electric light and telephone pole use and service  
Recording Date: June 17, 1936  
Recording No: [960, in Book 14208, Page 161, Official Records](#)  
Affects: the rear 3 feet of said Lots 133 and 134

Affects: Parcel 1

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

Purpose: electric light and telephone pole use and service  
Recording Date: June 17, 1936  
Recording No: [962, in Book 14242, Page 48, Official Records](#)  
Affects: the rear 3 feet of said Lot 134

Affects: Parcel 1

23. Easement(s) for the purpose(s) shown below and rights incidental thereto as disclosed by a Declaration by the Department of Water and Power of the City of Los Angeles

In Favor of: The City of Los Angeles, successor to Los Angeles, Gas & Electric Corp.  
Purposes: pole lines and conduits  
Recording Date: January 24, 1938  
Recording No.: [Book 15494, Page 384, Official Records](#)  
Affects: the rear 5 feet of all lots located in [Tract No. 5687](#)

24. Easement(s) for the purpose(s) shown below and rights incidental thereto as disclosed by a Declaration by the Department of Water and Power of the City of Los Angeles

In Favor of: The City of Los Angeles, successor to Los Angeles, Gas & Electric Corp.  
Purposes: pole lines and conduits  
Recording Date: February 7, 1938  
Recording No.: [793, in Book 15609, Page 84, Official Records](#)  
Affects: Parcel 6

**EXCEPTIONS**  
**(Continued)**

25. Covenant and agreement wherein the owners agree to hold said Land as one parcel and not to sell any portion thereof separately. Said covenant is expressed to run with the Land and be binding upon future owners.

Recording Date: March 20, 1953  
Recording No.: [3446, in Book 41269, Page 26 Official Records](#)

Reference is made to said document for full particulars.

Affects: Said Lots 130 and 131 of Parcel 1

26. A covenant and agreement

Recording Date: January 12, 1956  
Recording No.: [2661, Official Records](#)

Reference is hereby made to said document for full particulars.

This covenant and agreement shall run with the Land and shall be binding upon any future owners, encumbrancers, their successors or assigns, and shall continue in effect until the advisory agency approves termination.

Affects: Lots 127, 128 and 129 of said Parcel 1

27. Waiver of any claims for damages to said Land by reason of the location, construction, landscaping or maintenance of the street or highway adjoining said Land, as contained in the deed to

County/City/State: City of Los Angeles  
Name of Street or Highway: Gage Avenue  
Recording Date: July 19, 1968  
Recording No.: [321, Official Records](#)

Affects: Parcel 1

28. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Los Angeles (a municipal corporation of the State of California)  
Purpose: public street  
Recording Date: July 19, 1968  
Recording No.: [323, Official Records](#)  
Affects: that portion of said land described therein

Affects: Parcel 1

29. An easement for public street as set forth in [Ordinance No. 144577](#) passed by the City Council of the City of Los Angeles on March 22, 1973.

Affects: Parcel 1

**EXCEPTIONS**  
**(Continued)**

30. A homestead declaration

Executed by: Henry W. Buffett and Geraldine Buffett  
Dated: February 9, 1994  
Recording Date: May 3, 1994  
Recording No: [94-843308, Official Records](#)

Affects: Portion of Parcel 2

31. 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: May 16, 1996  
Recording No: [96-771908](#)  
Redevelopment Agency: Community Redevelopment Agency of the City of Los Angeles

and Recording Date: November 30, 2007  
and Recording No: [20072636428, Official Records](#)

32. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: June 14, 2011  
Recording No: [20110808407, Official Records](#)

Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Affects: Said Lots 127 through 129 of Parcel 1

33. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$142,500.00  
Dated: September 20, 2012  
Trustor/Grantor: Irma Zamora, a single woman  
Trustee: Fidelity National Title Ins Co.  
Beneficiary: Wells Fargo Bank, N.A.  
Loan No.: not shown  
Recording Date: September 26, 2012  
Recording No: [20121442405, Official Records](#)

Affects: A portion of Parcel 2



**EXCEPTIONS**  
**(Continued)**

34. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$268,000.00  
Dated: July 25, 2013  
Trustor/Grantor: Karla Z. Singleton, a married person  
Trustee: Fidelity National Title Ins Co  
Beneficiary: Wells Fargo Bank, N.A., a national association  
Loan No.: 0361514086  
Recording Date: July 30, 2013  
Recording No: [20131117699, Official Records](#)

Affects: A portion of Parcel 2

35. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$110,000.00  
Dated: December 30, 2017  
Trustor/Grantor: Henry W. Buffett and Geraldine Buffett, husband and wife, as joint tenants  
Trustee: T.D. Service Company  
Beneficiary: Wescom Central Credit Union  
Loan No.: 81246  
Recording Date: January 4, 2018  
Recording No: [20180012988, Official Records](#)

Affects: Portion of Parcel 2

36. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$477,551.00  
Dated: April 14, 2018  
Trustor/Grantor: Alberto Gonzalez and Imelda Mazas, husband and wife as joint tenants  
Trustee: Pacific Coast Title Company  
Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for Broker Solutions, Inc. dba New American Funding, a California corporation  
Loan No.: 1003763-0002976247-1  
Recording Date: April 24, 2018  
Recording No: [20180395450, Official Records](#)

Affects: Portion of Parcel 2

**EXCEPTIONS**  
**(Continued)**

37. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: May 31, 2019  
Recording No: [20190503969, Official Records](#)

Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Affects: Said Lots 127 through 129 of Parcel 1

38. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a Trust Certification pursuant to California Probate Code Section 18100.5.

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

39. Water rights, claims or title to water, whether or not disclosed by the public records.
40. 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.
41. 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.

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

**EXCEPTIONS**  
**(Continued)**

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**END OF EXCEPTIONS**

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## REQUIREMENTS SECTION

1. The Company will require either (a) a complete copy of the trust agreement and any amendments thereto certified by the trustee(s) to be a true and complete copy with respect to the hereinafter named trust, or (b) a Certification, pursuant to California Probate Code Section 18100.5, executed by all of the current trustee(s) of the hereinafter named trust, a form of which is attached.

Name of Trust: Shmidt Decedent's Trust

2. The Company will require either (a) a complete copy of the trust agreement and any amendments thereto certified by the trustee(s) to be a true and complete copy with respect to the hereinafter named trust, or (b) a Certification, pursuant to California Probate Code Section 18100.5, executed by all of the current trustee(s) of the hereinafter named trust, a form of which is attached.

Name of Trust: Yury Shmidt Trust U/A/D 1/12/2018

3. 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: City of Los Angeles

4. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Shahco Inc.

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

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

5. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All individual parties

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

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

**REQUIREMENTS**  
(Continued)

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**END OF REQUIREMENTS**

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## INFORMATIONAL NOTES SECTION

1. 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.
2. 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.
3. 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.

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### END OF INFORMATIONAL NOTES

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Karl Daly (LA/Comm)/mn

## Wire Fraud Alert

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

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

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

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

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

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

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

# FIDELITY NATIONAL FINANCIAL, INC.

## PRIVACY NOTICE

Effective January 1, 2020

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

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

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

### **Collection of Browsing Information**

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

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

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

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

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

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

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

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

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

### **When Information Is Disclosed**

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

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



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

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

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

### **Security of Your Information**

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

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

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

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

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

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

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

### **Information From Children**

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

### **International Users**

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

### **FNF Website Services for Mortgage Loans**

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

### **Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the

last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

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

## 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 field 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 each discount. These discounts only apply to transaction 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.

### **FNF Underwritten Title Company**

CTC - Chicago Title Company

### **FNF Underwriter**

CTIC - Chicago Title Insurance Company

### **Available Discounts**

#### **CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)**

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge within the following time period from the date of the report.

#### **DISASTER LOANS (CTIC)**

The charge for a lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)**

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 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 40% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

#### **EMPLOYEE RATE (CTC and CTIC)**

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

## ATTACHMENT ONE

### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990

#### EXCLUSIONS FROM COVERAGE

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

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

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

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

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

### CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

#### EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;

- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

#### **LIMITATIONS ON COVERED RISKS**

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

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

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

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

#### **2006 ALTA LOAN POLICY (06-17-06)**

#### **EXCLUSIONS FROM COVERAGE**

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

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

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

#### **EXCEPTIONS FROM COVERAGE**

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

## **(PART I**

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

## **PART II**

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

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

#### **EXCLUSIONS FROM COVERAGE**

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

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

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

#### **EXCEPTIONS FROM COVERAGE**

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

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. (Variable exceptions such as taxes, easements, CC&R's, etc. shown here.)

## ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

### EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Insert Map here



RECORDING REQUESTED BY  
**Chicago Title Company**  
WHEN RECORDED MAIL TO:  
=addressee=

ORDER NO.: **00118538-994-LT2-KD**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CERTIFICATION OF TRUST**  
**California Probate Code Section 18100.5**

The undersigned declare(s) under penalty of perjury under the laws of the State of California that the following is true and correct:

1. The Trust known as \_\_\_\_\_,  
executed on \_\_\_\_\_, is a valid and existing trust.
2. The name(s) of the settlor(s) of the Trust is (are): \_\_\_\_\_  
\_\_\_\_\_
3. The name(s) of the currently acting trustee(s) is (are): \_\_\_\_\_  
\_\_\_\_\_
4. The trustee(s) of the Trust have the following powers (initial applicable line(s)):  
\_\_\_\_\_ Power to acquire additional property.  
\_\_\_\_\_ Power to sell and execute deeds.  
\_\_\_\_\_ Power to encumber, and execute deeds of trust.  
\_\_\_\_\_ Other: \_\_\_\_\_
5. The Trust is (check one): \_\_\_\_\_ Revocable \_\_\_\_\_ Irrevocable  
The name of the person who may revoke the Trust is: \_\_\_\_\_
6. The number of trustees who must sign documents in order to exercise the powers of the Trust is (are): \_\_\_\_\_,  
whose name(s) is (are): \_\_\_\_\_
7. Title to Trust assets is to be taken as follows: \_\_\_\_\_
8. The Trust has not been revoked, modified or amended in any manner which would cause the representations contained herein to be incorrect.
9. I (we) am (are) all of the currently acting trustees.
10. I (we) understand that I (we) may be required to provide copies of excerpts from the original Trust documents which designate the trustees and confer the power to act in the pending transaction.

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

(Acknowledgement must be attached)

## CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

} SS:

On \_\_\_\_\_ before me,  
\_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_  
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 ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

} SS:

On \_\_\_\_\_ before me,  
\_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_  
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 \_\_\_\_\_