

APPLICATION FOR VACATION OF PUBLIC RIGHT OF WAY

ORIGINAL – (No copies or faxes)

DATE: **RECEIVED 09-23-2022**

PROJECT LOCATION AND DESCRIPTION:

- (1) Area proposed to be vacated is: The vacation area includes: (1) a ~280 ft to 330 ft portion of the existing alley that runs parallel to Butler Avenue, located approximately 276 feet south of Santa Monica Boulevard centerline to 180 feet north of Iowa Avenue centerline; and (2) the western ~130-ft portion of the existing Purdue Avenue dead end street located south of Santa Monica Boulevard and west of the Purdue Avenue centerline. See Exhibits A, D, & E.
and is located between:
Butler Avenue and Corinth Avenue
(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. 11

- (c) District Map No. 129-149D & 126-149B

- (d) A CRA Redevelopment Area: OR ☒
(YES) (NO)

- (3) Area (in sq. ft.) of the proposed vacation area is approx. 8,478 SF (0.195 Acres) 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 allow for development of the West LA Commons joint public and private development project between the County of Los Angeles (County), City of Los Angeles (City) and West LA Commons, LLC (and its permitted successors and assigns). The vacation areas will be for County use and ownership.

- (5) Vacation is in conjunction with: (Check appropriately)

() Revocable Permit () Tract Map () Parcel Map () Zone Change

☒ Other The proposed West LA Commons mixed-use project which is the subject of a pending Environmental Impact Report and will require various discretionary and ministerial actions by the City and the County.

PETITIONER / APPLICANT:

- (6) Petitioner(s): County of Los Angeles c/o West LA Commons, LLC
Print Name(s) of Petitioner(s) in full – Name or Company Name
- Signature(s): [Signature] West LA Commons, LLC
If Company, Name and Title By: AvalonBay Communities, Inc.
By: Mark Janda, Sr. Vice President
- (7) Mailing Address: 2050 Main Street, Suite 1200, Irvine, CA 92614
(Address, City, State, Zip Code)
- (8) Daytime phone number of petitioner is: (949) 955-6200
FAX number: () _____
E-mail number: mark_janda@avalonbay.com
- (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:
State of California

Print Name(s) and Address of Owner(s) in Full
(If Owner is Petitioner, Indicate "Same as above")
- See enclosed as Exhibit B the Letter of Authorization provided by Owner.
Signature(s) _____

- (11) Petitioner is owner or representative of owner of: (check appropriately)

() The property described in attached copy of Grant Deed **OR**
(X) See Exhibit A for legal description and Exhibit C for title report and deed.

(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

or for the most
current
information

Los Angeles County Assessor
Ownership Information
500 West Temple Street
Los Angeles, CA 90012
Phone: (213) 974-3211

[See Exhibit E for reference.](#)

Provide the **information** as indicated:

- A** [LAPD Maintenance Facility - APN 4261011912](#)

[1656 S Butler Ave \(Owner: City of Los Angeles\)](#)
- B** [City of LA Public Library - APN 4261010908](#)

[11360 W Santa Monica Blvd \(Owner: City of Los Angeles\)](#)
- C** -----
- D** -----
- E** -----
- F** -----
- G** -----
- H** -----
- I** -----
- J** -----
- K** -----
- Add extra sheet(s) if necessary (revised 10-28-14)

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
2nd Floor, Suite 200
Los Angeles, CA 90012

Attention: Bureau of Engineering Environmental Management Group
Section Head

PLEASE TYPE

DATE SUBMITTED: _____

PROJECT TYPE: Vacation of public right-of-way in conjunction with the West LA Commons mixed-use joint public and private development.

PROJECT ADDRESS/LOCATION: See Exhibits A and D (and below***)

BETWEEN Butler Avenue AND Corinth Avenue

PROJECT AREA (IN ACRES) 8,478 SF (0.195 Acres)

REFERENCES: PROJECT NO. ENV-2022-1357-EIR (see below response to Section 1 for additional info).

C.D. 11 C.E. NO. _____

ENGR. DIST. West LA W.O. _____

DIST. MAP 129-149D & 126-149B DIV. INDEX _____

OTHERS (SPECIFY) _____

Applicant's Name: County of Los Angeles c/o West LA Commons, LLC Phone 949-955-6200

Address: 2050 Main Street, Suite 1200

City: Irvine Zip Code 92614

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.

***The vacation area includes: (1) a ~280 ft to 330 ft portion of the existing alley that runs parallel to Butler Avenue, located approximately 276 feet south of Santa Monica Boulevard centerline to 180 feet north of Iowa Avenue centerline; and (2) the western ~ 130-ft portion of the existing Purdue Avenue dead end street located south of Santa Monica Boulevard and west of the Purdue Avenue centerline. See Exhibit D.

SECTION I Responses are provided on the following attached pages.

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 I

- A. Description of Project**
- 1. Objectives – Purpose of Project**

The purpose of the requested alley and Purdue Avenue street vacations (Vacation) are to allow for the development of the West LA Commons joint public and private development project (Project). The Vacation is required to allow for the Project's programming, as described below, and would increase the Project's buildable area by approximately 8,478 square feet (or 0.195 acres). As discussed below, the properties adjacent to the Vacation area would eventually be under the County of Los Angeles (County) ownership.

The Project would redevelop the existing West Los Angeles Civic Center and West Los Angeles Courthouse (Project Site) with a new mixed-use development consisting of residential, commercial (retail/restaurant), municipal office, and senior/community center uses pursuant to the West Los Angeles Civic Center and Courthouse Request for Proposal (RFP) jointly issued by the City of Los Angeles (City) and County on May 15, 2020 (as amended pursuant to subsequent Addendums to the RFP) and the subsequent Exclusive Negotiation Agreements entered into between the City, County, and West LA Commons, LLC (Developer). Specifically, the Project would provide 926 market-rate and affordable housing units, approximately 36,569 square feet of commercial (retail/restaurant) uses, approximately 76,341 square feet of municipal office uses, and approximately 23,868 square feet of senior/community center uses.

2. Project Characteristics

As discussed above, the Vacation would vacate public right-of-way into the Project Site to allow for development and operation of the West LA Commons Project with residential, commercial (retail/restaurant), municipal office, and senior/community center uses.

3. Existing Use of Property

The Project Site is located within the City. However, a portion of the Project Site is owned by the Judicial Council of California (County Property) and the balance of the Project Site is owned by the City (City Property). The County has an option to purchase the County Property pursuant to a Lease Agreement with Option to Purchase as is relates to Court Facility #19-AR1, dated February 21, 2020 (including subsequent amendments). The County Property, which is associated with APNs 4261-011-915, -910, -909, -908, -913, and -914, is currently occupied by the former 36,995-square-foot West Los Angeles Courthouse building, which has been closed since 2013, and associated surface parking lots as well as a vacant site along Santa Monica Boulevard and Purdue Avenue (to the east). The City Property, which is associated with APNs 4261-010-908 and 4261-011-911, is currently occupied by the West Los Angeles Municipal Building, the Felicia

Mahood Multipurpose Center, the West Los Angeles Regional Branch Library, the Open Space Bandstand, and associated surface parking lots.

The Vacation area currently consists of an existing alley that runs through the middle of the County Property to the south of Santa Monica Boulevard and parallel to Butler Avenue, and a portion of Purdue Avenue adjacent to the County Property, which is a dead end street located south of Santa Monica Boulevard and west of the Purdue Avenue centerline. Combined, the Vacation areas is approximately 8,478 square feet (or 0.195 acres) in area.

Note that the remaining portion of the alley to the south of the County Property, and the remaining portion of Purdue Avenue, will also be merged into the City owned portion of the Project Site pursuant to the pending vesting tentative tract map that will be processed by the City's Department of City Planning.

4. Relationship to Other Projects

As mentioned above, the requested Vacation is in conjunction with the proposed West LA Commons project, a joint public and private development between the County, City, and Developer. Note that the remaining portion of the alley to the south of the County Property, and the remaining portion of Purdue Avenue, will also be merged into the City owned portion of the Project Site pursuant to the pending vesting tentative tract map that will be processed by the City's Department of City Planning.

5. Other Project Permits Required

As set forth in the RFP, the County will exercise sovereign immunity over the County Property and therefore, the County Property is not subject to the County's or City's zoning regulations. The County will require ministerial site plan review to develop the portion of the Project on the County Property. Moreover, the Developer will be required to enter into the following agreements with the County:

- Option Agreements between the County and the Developer, which will set forth the terms and conditions by which the Developer may enter into ground leases with the County.
- Ground leases between the County and the Developer for the long-term lease of the County Property.
- Reciprocal Easement Agreement(s) between the County, City, and the Developer relating to the shared use, operation, maintenance, and financial responsibility across the Project Site.
- Other discretionary and ministerial permits and approvals that may be deemed necessary for the portion of the Project on the County Property, including, but not limited to, site plan review approval, conditional use permits, and sign permits.

The discretionary entitlements, reviews, permits and approvals required to implement the portion of the Project on the City Property include, but are not necessarily limited to, the following:

- Pursuant to LAMC Section 12.22.A-25, a Density Bonus Compliance Review for a Housing Development Project that provides at least 10 percent of the units for Very-Low Income Households, parking pursuant to Government Code Section 65915(p)(1), and the following incentives and waivers of development standards:
 - An On-Menu Incentive to permit a 3.25:1 FAR in-lieu of the 3:1 FAR otherwise permitted by Height District No. 1-XL.
 - An Off-Menu Incentive to allow a height of up to 109 feet (to top of rooftop mechanical) in-lieu of 30 feet, and 8 stories in-lieu of the 2 stories otherwise permitted by Height District No. 1XL.
 - A Waiver of Development Standard to request relief from LAMC Section 12.21.C.2 to provide a 20-foot separation between the Corinth House building and the Municipal Building, and a 22-foot separation between Corinth House and Purdue Place in-lieu of the 32 feet required passageway.
- Pursuant to LAMC Section 16.05, Site Plan Review for a development that results in an increase of 50 or more dwelling units, 50,000 sf or more non-residential floor area, and/or generates more than 1,000 average daily trips.
- Pursuant to LAMC Section 12.24-W.1, a Main Conditional Use Permit for the sale and dispensing of full line alcohol for on-site and off-site consumption within up to four establishments.
- Pursuant to LAMC Section 17.15 and 17.03, a Vesting Tentative Tract Map to merge the existing lots and approximately 6,407 square feet of public right-of-way, re-subdivide into ground and airspace lots, re-align the lot lines, subdivide the Library Parcel from the balance of the City Property, and to approve a haul route.
- Disposition and Development Agreements between the City and the Developer, which will set forth the terms and conditions by which the Developer may enter into ground leases with the City.
- Ground leases between the City and the Developer for the long-term lease of the City Property.
- A construction agreement between the City and the Developer, which will include certain access and encroachment rights for the portion of the Project on the City Property.

- Reciprocal Easement Agreement(s) between the City, County, and the Developer relating to the shared use, operation, maintenance, and financial responsibility across the Project Site.
- Other discretionary and ministerial permits and approvals that may be deemed necessary, including, but not limited to, temporary street closure permits, grading permits, excavation permits, foundation permits, building permits, haul route permits, on- and off-site tree removal permits, and sign permits.

Moreover, the County will be the Lead Agency and the City will be the Responsible Agency for the environmental review of the Project under the California Environmental Quality Act (CEQA). The County, as Lead Agency, will determine the appropriate environmental review document that will need to be prepared for CEQA purposes. However, it is anticipated that an Environmental Impact Report (EIR) will be required.

B. Description of Existing Environmental Conditions

As mentioned above, the Vacation area currently includes an existing alley that runs through the middle of the County Property to the south of Santa Monica Boulevard and parallel to Butler Avenue, and a portion of Purdue Avenue adjacent to the County Property, which is a dead end street located south of Santa Monica Boulevard and west of the Purdue Avenue centerline.

The West LA Commons Project Site is located within an urbanized areas and is currently occupied by several City municipal services, community-serving spaces, and the former West Los Angeles Courthouse building. The Project Site is relatively flat with limited landscaping. Existing landscaping within and adjacent to the Project Site includes grass areas and 97 trees, including 82 on-site trees, 14 right-of-way trees, and one off-site tree whose canopy overhangs the Project Site. Specific details regarding individual environmental conditions will be provided in the appropriate CEQA document.

SECTION II Responses are provided on the following attached pages.

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?	_____	_____
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.		
3. Could the project result in the temporary or permanent displacement of people or annoyance to community residents?	_____	_____
4. Could employment or the availability of housing in the community be affected by the project?	_____	_____
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?	_____	_____
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)?	_____	_____
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?	_____	_____
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?	_____	_____
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.		

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?

- | | YES | NO |
|---|-------|-------|
| 23. Could the proposed project have any effect on the quality or quantity, of either surface or subsurface existing water supplies? | _____ | _____ |
| 24. Will the operation or activities of the project exceed any established national, state or local environmental standards (air, water, noise, vibration, glare, etc)? | _____ | _____ |
| 25. Will the project involve the application, use or disposal of potentially hazardous materials requiring a special permit by the Municipal Code? | _____ | _____ |

NOTE: Examples include, but are not limited to, toxic substances (including pesticides, rodenticides, and herbicides), radioactive wastes, or use of explosive materials.

- | | | |
|--|-------|-------|
| 26. Could the project generate a controversy or result in public objections? | _____ | _____ |
| 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? | _____ | _____ |
| 28. Other than no projects at all, are there any less environmental offensive alternatives to the project? | _____ | _____ |
| 29. Would the project have a significantly beneficial effect upon the environment? | _____ | _____ |
| 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.)

Submitted by: County of Los Angeles c/o West LA Commons, LLC
(Owner/Applicant)

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

Name

Address

City

SECTION II

1. Could the project result in higher densities and more intensive land use?

Yes, however, the appropriate CEQA document will provide further analysis of this topic.

2. Could the project serve to encourage or facilitate development of presently undeveloped areas or intensify development of already developed areas outside the project established project area? Could the project establish any precedents or facilitate any other projects of which the impacts may be significant?

Yes, however, the appropriate CEQA document will provide further analysis of this topic.

3. Could the project result in the temporary or permanent displacement of people or annoyance to community residents?

No, the Project would not result in the demolition of any housing units. As such, the Project would not result in the temporary or permanent displacement of people. With regard to the Project resulting in the temporary or permanent annoyance to community residents, the appropriate CEQA document will provide further analyses of these topics.

4. Could employment or the availability of housing in the community be affected by the project?

Yes, however, impacts related to population, housing, and employment will be addressed in the appropriate CEQA document.

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?

No, racial, ethnic, religious or other established social groups in the community are not expected to be affected by the Project. Additionally, the social or economic composition of the community is not expected to be changed by the Project.

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 increase congestion in the use of other facilities (recreational, commercial or other)?

Yes, however, the appropriate CEQA document will provide further analysis of this topic.

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?

Yes, however, the appropriate CEQA document will provide further analysis of this topic.

8. Could existing ambient noise levels be increase by the project (including during its construction period) or to the extent that present or future residents or passerby would be annoyed to any degree? Could adjoining occupational, recreation or wildlife areas be affected by increases in ambient noise levels?

Yes, however, the appropriate CEQA document will provide further analysis of these topics.

9. Could the project change or disrupt any historical, cultural or archaeological site or setting?

Yes, however, impacts related to historical, cultural, and archaeological resources will be addressed in the appropriate CEQA document.

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, however, the appropriate CEQA document will provide further analysis of this topic.

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

No, the Vacation area is currently occupied by an alley and a dead end street. Moreover, the Project Site is currently occupied by several City municipal services, community-serving spaces, and the former West Los Angeles Courthouse building. No natural, ecological, recreational, or scenic area or resources are located within the Vacation area or Project Site.

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

No, the Vacation area is currently occupied by an alley and a dead end street. Moreover, the Project Site is currently occupied by several City municipal services, community-serving spaces, and the former West Los Angeles Courthouse building. No scarce natural resources are located within the Vacation area or Project Site.

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?

No. Due to the urbanized and disturbed nature of the Vacation area, the Project Site and the surrounding areas, and lack of large expanses of open space areas, species likely to occur on-site are limited to small terrestrial and avian species typically found in urbanized developed settings. Based on the lack of habitat on

the Vacation area and Project Site, it is unlikely any special status species listed by the California Department of Fish and Wildlife or by the U.S. Fish and Wildlife Service would be present on-site. Furthermore, the Vacation area and Project Site are not located in or adjacent to a Biological Resource Area as defined by the County or City.

- 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?

Due to the urbanized and disturbed nature of the Vacation area, Project Site and the surrounding areas, and lack of large expanses of open space areas, the Project would not 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?

No, there are no standing bodies of water located on or near the Vacation area and Project Site; therefore, the Project would not 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 years of mean high tide?

No, there are no standing bodies of water located on or near the Vacation area and Project Site. Specifically, the Vacation area and Project Site is located approximately 3.7 miles east of the Pacific Ocean. As such, the Project would not change existing features of any beach or its surroundings, or is it located within 1,000 years of mean high tide.

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

Yes, however, the appropriate CEQA document will provide further analysis of this topic.

- 18.** Will the project produce an offensive or irritating odors?

No objectionable odors are anticipated as a result of either construction or operation of the Project.

- 19.** Will trees or landscaping be removed?

No, the Vacation area is currently improved with a paved alley and dead end street. The Project would remove the 82 on-site trees and 11 rights-of-way trees, while preserving three of the right-of-way trees. On-site trees to be removed would be replaced in accordance with Department of City Planning policy, and street trees

would be replaced in accordance with the Bureau of Street Services, Urban Forestry Division's requirements.

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

No, the Vacation area and Project Site are relatively flat and are located in an urbanized area.

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

Yes, the Project would result in excavation depths of up to approximately 52 feet below existing grade. More information will be provided in the appropriate CEQA document.

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

The Vacation area and Project Site are not located within a 100-year flood hazard area as mapped by the Federal Emergency Management Agency or by the City; therefore, the construction activities would not occur within an area subject to flooding. The appropriate CEQA document will provide further analysis of possible geological or soil hazards.

23. Could the proposed project have any effect on the quality, of either surface or subsurface existing water supplies?

Yes, the appropriate CEQA document will provide further analysis of this topic.

24. Will the operation or activities of the project exceed any established national, state, or local environmental standards (air, water, noise, vibration, glare, etc.)?

Yes, the appropriate CEQA document will provide further analysis of these topics.

25. Will the project involve the application, use or disposal of potentially hazardous materials requiring a special permit by the Municipal Code?

Yes, the appropriate CEQA document will provide further analysis of this topic.

26. Could the project generate a controversy or result in public objections?

No, it is not anticipated that the Project will generate a controversy; however, the Project may generate public objections following the issuance of the Notice of Preparation.

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?

The appropriate CEQA document will be prepared for the Project (including the Vacation). However, it is anticipated that an EIR will be required.

28. Other than no projects at all, are there any less environmental offensive alternative to the project?

A range of reasonable alternatives to the Project will be provided in the appropriate CEQA document.

29. Would the project have a significantly beneficial effect upon the environment?

More information regarding this topic will be provided in the appropriate CEQA document.

30. Could the existing environmental conditions (social, economic or physical) subject the project to any potentially adverse effects?

More information regarding this topic will be provided in the appropriate CEQA document.

CONSENT AND WAIVER FORM FOR VACATION PROJECTS

City Engineer
Attention: Street Vacation Section
Land Development Group
201 North Figueroa Street
2nd Floor, Suite 200
Los Angeles, CA 90014

Date: _____

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:

See attached Exhibit A

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

I (We) am (are) informed that proceedings for the vacation of: _____
A Portion of Purdue Avenue and a portion of the Alley between Butler Avenue and Purdue Avenue, see attached Exhibits D and E.

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

which lies easterly (Purdue vacation) & centrally (Alley) (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

See enclosed as Exhibit B the Letter of Authorization provided by Owner.

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

Exhibit A – Legal Description

LOTS 2 TO 10, INCLUSIVE, AND LOTS 18 TO 23, INCLUSIVE, ALL IN BLOCK 6, GILLIS SUBDIVISION, AS SHOWN ON MAP RECORDED IN BOOK 83, PAGES 27 AND 28, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF REGISTRAR-RECORDER/COUNTY CLERK OF THE COUNTY OF LOS ANGELES, AND ALSO THAT PORTION OF SAID BLOCK 6 WITHIN THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 1 IN DEED TO KENNETH V. MUNRO AND LEAL. MUNRO, RECORDED ON OCTOBER 19, 1961, AS DOCUMENT NO. 511, IN BOOK D1391, PAGE 914, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID. REGISTRARRECORDER/COUNTYCLERK.

Exhibit B – Letter of Authorization



JUDICIAL COUNCIL OF CALIFORNIA

2860 Gateway Oaks Drive, Suite 400 • Sacramento, California 95833-4336

Telephone 916-263-7885 • Fax 916-263-1966 • TDD 415-865-4272

TANI G. CANTIL-SAKAUYE
*Chief Justice of California
Chair of the Judicial Council*

MARTIN HOSHINO
Administrative Director

JOHN WORDLAW
Chief Administrative Officer

PELLA MCCORMICK
Director, Facilities Services

June 24, 2021

Chief Executive Office
County of Los Angeles
500 West Temple Street, Room 358
Los Angeles, California 90012

Re: West Los Angeles Courthouse – Project Entitlements Application & Processing

On behalf of the Judicial Council of California (“**Judicial Council**”), I hereby certify that the State of California, acting by and through the Judicial Council, is the record owner of the property located at 1633 Purdue Avenue, Los Angeles, California, which is commonly known as the West Los Angeles Courthouse (Facility No. 19-AR1) and associated with Assessor Parcel Numbers 4261-011-908, 4261-011-909, 4261-011-910, 4261-011-913, 4261-011-914, and 4261-011-915 (“**Property**”), as depicted on the map enclosed herewith as **Exhibit “A.”**

The County of Los Angeles (“**County**”) and the Judicial Council entered into that certain Lease Agreement with Option to Purchase, dated February 21, 2020 (as the same has been and may be amended over time, the “**Lease-to-Purchase Agreement**”), pursuant to which (i) the County leased from the Judicial Council the entirety of the Property, and (ii) the Judicial Council granted to the County the option to purchase the Property (“**Purchase Option**”), all as more fully set forth and described in the Lease-to-Purchase Agreement.

The Judicial Council understands that the County and West LA Commons, LLC (“**Applicant**”) are parties to an Exclusive Negotiation Agreement and are working together, separate from and with no affiliation to the Judicial Council, to develop a mixed-use project at the Property after the County’s exercise and consummation of the Purchase Option with a substantial amount of affordable housing, additional market-rate housing, commercial space, and open space areas (“**County Project**”). The Judicial Council further understands that, after the County takes

June 24, 2021

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ownership of the Property, the County and the Applicant contemplate performing the County Project pursuant to a separate ground lease or other similar agreement between the County and the Applicant.

The Judicial Council is informed that, during the term of the Lease-to-Purchase Agreement and prior to the County's exercise of the Purchase Option, in order to facilitate the foregoing, the Applicant intends to submit an application to the County seeking land use entitlements and permits for the County Project ("**Entitlement Application**"), that the County will process the Entitlement Application, and that the County will undertake the requisite environmental clearance for the County Project ("**Entitlements Processing**"), all subject to and in compliance with the terms of the Lease-to-Purchase Agreement. Notwithstanding the foregoing, per the County, no land use entitlements or permits for the County Project will be effective or binding on the Property until after the Purchase Option's consummation and the County becomes record owner of the Property.

I hereby consent on behalf of the Judicial Council, solely in the Judicial Council's role as holder of title to the Property and as expressly permitted and agreed upon by the Judicial Council and the County under the Lease-to-Purchase Agreement, to the Applicant's filing of the Entitlement Application and to the County's Entitlements Processing. No further representations, approvals, or waivers of any kind or nature whatsoever are made by the Judicial Council hereunder, and the Judicial Council hereby reserves all rights and remedies available to it under the terms of the Lease-to-Purchase Agreement and applicable law.

Should you have any questions, please contact Judicial Council Real Estate Manager Mary Bustamante at mary.bustamante@jud.ca.gov.

Sincerely,



Pella McCormick
Director, Facilities Services

PM/JPE

Enclosures

cc/enc: Ms. Mary Bustamante, Real Estate Manager, Facilities Services, Judicial Council
Ms. Kathy Kunitake, Facilities Analyst, Facilities Services, Judicial Council
Mr. Jeremy P. Ehrlich, Attorney, Legal Services, Judicial Council

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EXHIBIT "A"

PROPERTY MAP



Exhibit C – Title Report and Quitclaim Deed



First American Title Insurance Company
National Commercial Services
666 Third Avenue, 5th Floor
New York, NY 10017

May 28, 2021

Rakan Beshara
AvalonBay Communities, Inc.
Ballston Tower, 671 N. Glebe Road, Suite 800
Arlington, VA 22203
Phone: (703)317-4115
Fax: (703)329-9130

Customer Reference: Avalon West LA

Buyer:

Owner: The City of Los Angeles, a municipal corporation and The State of California

Property: Avalon West LA, Santa Monica Boulevard &, Corinth Avenue, Los Angeles, CA

PRELIMINARY REPORT

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

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

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

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

First American Title Insurance Company

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.

Dated as of May 04, 2021 at 7:30 A.M.

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

Limited Liability Report

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

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

The City of Los Angeles, a municipal corporation, as to Parcels 1, 2, 3, 4, 5, 6, 7, 10, 11 and 12;
State of California, as to Parcels 8 and 9

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

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2021-2022, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2020-2021 are exempt. If the exempt status is terminated an additional tax may be levied. A.P. No.: 4261-010-908 and 4261-011-911 and 4261-011-915 and 4261-011-910 and 4261-011-909 and 4261-011-908 and 4261-011-913 and 4261-011-914 and 4261-011-912 and 4261-012-903.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. The rights of the public in and to that portion of Block 5 of Parcel 13 lying within the lines of Santa Monica Boulevard.
6. An easement for conduits and incidental purposes in the document recorded as in [Book 4536 Page 114](#) of Official Records.
7. An easement for sanitary sewer and incidental purposes in the document recorded as in [Book 5507 Page 355](#) of Official Records.

8. An easement for conduits and incidental purposes in the document recorded as in [Book 5593 Page 124](#) of Official Records.
9. An easement affecting the portion of said land stated herein, as condemned by final decree of condemnation in the Los Angeles County Superior Court,
For: street purposes.
Case No.: 155791.
Affects: that portion of said land, included within the lines of Corinth Avenue, formerly 105th Street.
Recorded: in [Book 7725 Page 27](#), Official Records.
10. An easement for ingress and egress and incidental purposes in the document recorded as in [Book 16166 Page 157](#) of Official Records.
11. An easement for ingress and egress and incidental purposes in the document recorded as in [Book 17281 Page 176](#) of Official Records.
12. Covenants, conditions, restrictions and easements in the document recorded August 24, 1955 as in [Book 48748 Page 89](#) of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Section 12955 of the California Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
13. The terms and provisions contained in the document entitled "Covenant and Agreement" recorded February 25, 1958 as Instrument No. [2372](#) of Official Records.
14. Any private easements or lesser rights in, to, over Idaho Avenue that was not affected by the proceedings vacating said Avenue, as the same was vacated by instrument recorded August 4, 1958 as Document No. [2809](#), Official Records
15. A subsurface oil and gas lease, executed by Norman Haidy and Maxine B. Haidy, his wife as lessor and Standard Oil Company of California, a corporation as lessee, recorded October 16, 1963 as Instrument No. [5454](#) of Official Records, affecting the land lying below a depth of 500 feet from the surface thereof, without the right of surface entry.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.
16. A subsurface oil and gas lease, executed by Graydon L. Taber, Ratha M. Taber as lessor and Standard Oil Company of California, a corporation as lessee, recorded August 24, 1965 as in [Book M1958 Page 595](#) of Official Records, affecting the land lying below a depth of 500 feet from the surface thereof, without the right of surface entry.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.
17. A subsurface oil and gas lease, executed by Graydon Lee Taber, Ratha Mae Taber as lessor and Standard Oil Company of California, a corporation as lessee, recorded May 12, 1966 as Instrument

No. [3396](#) of Official Records, affecting the land lying below a depth of 500 feet from the surface thereof, without the right of surface entry.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

18. An easement for sanitary sewers, storm drains, lines of pipes, conduits, cables, wires and poles and incidental purposes in the document recorded January 31, 1967 as Instrument No. [1998](#) of Official Records.
19. The terms and provisions contained in the document entitled "Memorandum of Transfer Agreement" recorded January 20, 2009 as Instrument No. [2009-72574](#) of Official Records.
20. A lease dated February 1, 2011, executed by City of Los Angeles as lessor and The Municipal Improvement Corporation of Los Angeles as lessee, recorded February 24, 2011 as Instrument No. [20110291948](#) of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

21. A Sub-lease dated February 1, 2011, executed by The Municipal Improvement Corporation of Los Angeles as sub-lessor and City of Los Angeles as sub-lessee, recorded February 24, 2011 as Instrument No. [20110291949](#) of Official Records.

Defects, liens, encumbrances or other matters affecting the sub-leasehold estate, whether or not shown by the public records are not shown herein.

22. The terms and provisions contained in the document entitled "Amended and Restated Assignment Agreement (Tax-Exempt Series A-1 and Taxable Series B-1)" recorded February 24, 2011 as Instrument No. [20110291950](#) of Official Records.
23. The terms and provisions contained in the document entitled "Memorandum of Option to Purchase" recorded June 11, 2020 as Instrument No. [20200637957](#) of Official Records.

Document(s) declaring modifications thereof recorded October 02, 2020 as Instrument No. [20201218393](#) of Official Records.

24. Rights of parties in possession.

INFORMATIONAL NOTES

ALERT - CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Industrial known as Avalon West LA, Santa Monica Boulevard &, Corinth Avenue, Los Angeles, California.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
3. If this preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only, it is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
4. We find no open deeds of trust. Escrow please confirm before closing.
5. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:

A. WITH RESPECT TO A CORPORATION:

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

B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:

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

C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:

1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
2. A full copy of the partnership agreement and any amendment;
3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;

4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- D. WITH RESPECT TO A GENERAL PARTNERSHIP:
1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
- E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
1. A copy of its operating agreement and any amendments thereto;
 2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
 3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
 4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 5. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
 6. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:
1. A statement of information.

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

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

LEGAL DESCRIPTION

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

PARCEL 1:

THE SOUTHWESTERLY 3 FEET OF LOT 6, MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LOT AND ALL OF LOTS 7 AND 8 OF TAFT'S SUBDIVISION, OF THE NORTHWESTERLY PORTIONS OF BLOCKS 4 AND 5 OF THE BARRETT VILLA TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 78 PAGES 83 AND 84](#) OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 5 IN BLOCK "A" OF THE W.R. CHAPMAN TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 4 PAGE 49](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
EXCEPT THEREFROM THE NORTHEASTERLY 4 FEET, FRONT AND REAR THEREOF.

PARCEL 3:

LOT 6 AND THE NORTHEASTERLY 4 FEET OF LOT 5 IN BLOCK "A" OF THE W.R. CHAPMAN TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 4 PAGE 49](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 1 THROUGH 6, INCLUSIVE AND 18 THROUGH 23, INCLUSIVE IN BLOCK "B" OF THE W.R. CHAPMAN TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 4 PAGE 49](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM SAID LOT 21, THE NORTHEASTERLY 7 FEET THEREOF THE RIGHT TO EXTRACT OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LOCATED 500 FEET BELOW THE SURFACE OF SAID REAL PROPERTY, PROVIDED THE EXTRACTION THEREOF AND THE ACCESS TO REMOVE SAME FROM SAID REAL PROPERTY CAN BE ACCOMPLISHED FROM OTHER LANDS AND IN SUCH MANNER THAT THE SURFACE OPENING OF THE WELL, HOLE OR SHAFT, OR ANY MEANS OF REACHING OR REMOVING SAID OIL, GAS OR OTHER HYDROCARBON SUBSTANCES IS NOT LOCATED ON SAID REAL PROPERTY AND DOES NOT PENETRATE ANY PART OR PORTION OF SAID REAL PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS PROVIDED IN THE FINAL ORDER IN CONDEMNATION RECORDED JUNE 22, 1962 AS INSTRUMENT NO. [5816](#) OF OFFICIAL RECORDS.

PARCEL 5:

LOTS 1 THROUGH 4, INCLUSIVE IN BLOCK "A" OF THE W.R. CHAPMAN TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 4 PAGE 49](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF BLOCK 5 OF THE BARRETT VILLA TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 70 PAGES 32 THROUGH 36](#), INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF THE BARRETT BOULEVARD WITH THE EASTERLY LINE OF SIXTH STREET; THENCE RUNNING FROM SAID POINT OF

BEGINNING, SOUTHERLY ALONG THE EASTERLY LINE OF SIXTH STREET, SOUTH 35°35'30" 253.48 FEET; THENCE AT RIGHT ANGLES, NORTH 54°30' 195.8 FEET; THENCE AT RIGTH ANGLES, NORTH 35°30' 192.2 FEET, TO THE SOUTHWESTERLY LINE OF THE BARRETT BOULEVARD; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF THE AFORESAID BOULEVARD 205 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

THE NORTHEAST ONE HALF OF PURDUE AVENUE, 60 FEET WIDE, FORERLY KNOWN AS SIXTH STREET AS SHOWN ON THE MAP OF BARRETT VILLA, , IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 70 PAGES 32 THROUGH 36](#), INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS VACATED BY THE CITY COUNCIL OF SAID CITY OF LOS ANGELES IN CITY ORDINANCE NO. 133,507, A CERTIFIED COPY OF WHICH WAS RECORDED JANUARY 31, 1967 AS INSTRUMENT NO. [1998](#), OF OFFICIAL RECORDS, BOUNDED AS FOLLOWS:

NORTHWESTERLY BY A LINE PARALLEL WITH AND DISTANT NORTHWESTERLY 521 FEET ALONG THE SOUTHWEST LINE OF SAID PURDUE AVENUE FROM THE NORTHWEST LINE OF IOWA AVENUE, FORMERLY COLORADO AVENUE, AS SHOWN ON MAP OF GILLIS SUBDIVISION RECORDED IN [BOOK 83, PAGES 27 AND 28](#), OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; SOUTHEASTERLY BY THE SOUTHWESTERLY PROLONGATION OF THE NORTHWEST LINE OF SAID IOWA AVENUE, AS SHOWN ON SAID GILLIS SUBDIVISION.

PARCEL 7:

THAT PORTION OF IDAHO AVENUE, 50 FEET WIDE, AS SHOWN ON THE MAP OF THE W.R. CHAPMAN TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 4 PAGE 49](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS VACATED BY THE CITY OF LOS ANGELES UNDER CITY ORDINANCE NO. 11694, A CERTIFIED COPY WAS RECORDED AUGUST 4, 1958 AS INSTRUMENT NO. [2809](#) OF OFFICIAL RECORDS, LYING WITHIN THE NORTHWESTERLY PROLONGATION OF THE NORTHEAST LINE OF LOT 6 AND THE SOUTHWEST LINE OF LOT 1, BOTH IN BLOCK "B" OF SAID W.R. CHAPMAN TRACT.

PARCEL 8:

LOTS 2 TO 10, INCLUSIVE, AND LOTS 18 TO 23, INCLUSIVE, ALL IN BLOCK 6, GILLIS SUBDIVISION, AS SHOWN ON MAP RECORDED IN [BOOK 83, PAGES 27 AND 28](#), OF MISCELLANEOUS RECORDS, IN THE OFFICE OF REGISTRAR-RECORDER/COUNTY CLERK OF THE COUNTY OF LOS ANGELES, AND ALSO THAT PORTION OF SAID BLOCK 6 WITHIN THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 1 IN DEED TO KENNETH V. MUNRO AND LEAL. MUNRO, RECORDED ON OCTOBER 19, 1961, AS DOCUMENT NO. 511, IN [BOOK D1391, PAGE 914](#), OF OFFICIAL RECORDS, IN THE OFFICE OF SAID REGISTRARRECORDER/COUNTYCLERK.

PARCEL9:

THAT PORTION OF PURDUE AVENUE (FORMERLY KNOWN AS SIXTH STREET), 60 FEET WIDE, NOW VACATED, SAID 60-FOOT WIDE STRIP IS SHOWN ON ABOVE MENTIONED MAP OF GILLIS SUBDIVISION, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT A POINT IN THE SOUTHWESTERLY SIDELINE OF SAID PURDUE AVENUE, SAID POINT BEING DISTANT 140 FEET SOUTHEASTERLY, MEASURED ALONG SAID SOUTHWESTERLY SIDELINE FROM THE MOST NORTHEASTERLY CORNER OF A POINT IN THE NORTHEASTERLY LINE OF LOT 3 IN BLOCK 6, GILLIS SUBDIVISION, AS SHOWN ON MAP RECORDED IN [BOOK 83, PAGES 27 AND 28](#), OF

MISCELLANEOUS RECORDS, IN THE OFFICE OF REGISTRAR-RECORDER/COUNTY CLERK OF THE COUNTY OF LOS ANGELES; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY SIDELINE TO THE MOST EASTERLY CORNER OF LOT 10, SAID BLOCK 6; THENCE NORTHEASTERLY, ALONG THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LOT 10 TO THE NORTHEASTERLY LINE OF THE SOUTHWESTERLY HALF OF SAID PURDUE AVENUE; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED NORTHEASTERLY LINE TO A STRAIGHT LINE WHICH IS AT RIGHT ANGLE FROM SAID NORTHEASTERLY LINE OF LOT 3 AND WHICH PASSES THROUGH THE POINT OF BEGINNING; THENCE SOUTHWESTERLY, ALONG SAID STRAIGHT LINE TO THE POINT OF BEGINNING.

PARCEL 10:

LOTS 11 TO 17, INCLUSIVE, INCLUSIVE, IN BLOCK 6, GILLIS SUBDIVISION, AS SHOWN ON MAP RECORDED IN [BOOK 83, PAGES 27 AND 28](#), OF MISCELLANEOUS RECORDS, IN THE OFFICE OF REGISTRAR-RECORDER/COUNTY CLERK OF THE COUNTY OF LOS ANGELES.

PARCEL11:

THAT PORTION OF PURDUE AVENUE (FORMERLY KNOWN AS SIXTH STREET), 60 FEET WIDE, NOW VACATED, SAID 60-FOOT WIDE STRIP IS SHOWN ON ABOVE MENTIONED MAP OF GILLIS SUBDIVISION, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT A POINT IN THE SOUTHWESTERLY SIDELINE OF SAID PURDUE AVENUE, SAID POINT BEING NORTHEASTERLY LINE OF LOT 11, IN BLOCK 6, GILLIS SUBDIVISION, AS SHOWN ON MAP RECORDED IN [BOOK 83, PAGES 27 AND 28](#), OF MISCELLANEOUS RECORDS, IN THE OFFICE OF REGISTRAR-RECORDER/COUNTY CLERK OF THE COUNTY OF LOS ANGELES; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY SIDELINE TO THE MOST EASTERLY CORNER OF LOT 13, SAID BLOCK 6; THENCE NORTHEASTERLY, ALONG THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LOT 13 TO THE NORTHEASTERLY LINE OF THE SOUTHWESTERLY HALF OF SAID PURDUE AVENUE; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED NORTHEASTERLY LINE TO A STRAIGHT LINE WHICH IS AT RIGHT ANGLE FROM SAID NORTHEASTERLY LINE OF LOT 11 AND WHICH PASSES THROUGH THE POINT OF BEGINNING; THENCE SOUTHWESTERLY, ALONG SAID STRAIGHT LINE TO THE POINT OF BEGINNING.

PARCEL 12:

LOTS 9 TO 15 INCLUSIVE IN BLOCK 7 OF THE GILLIS SUBDIVISION, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 83 PAGES 27 AND 28](#) OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4261-010-908 and 4261-011-911 and 4261-011-915 and 4261-011-910 and 4261-011-909 and 4261-011-908 and 4261-011-913 and 4261-011-914 and 4261-011-912 and 4261-012-903

The First American Corporation
First American Title Company
Privacy Policy

We Are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building;
 - (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.

LIMITATIONS ON COVERED RISKS

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

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

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

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) environmental protectionThis exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - (a) a notice of exercising the right appears in the public records on the Policy Date
 - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records

- (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
 - 4. Failure to pay value for your title.
 - 5. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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

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

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not 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

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:

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.

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:

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.

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

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

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
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.

This page is part of your document - DO NOT DISCARD



20100633932



Pages:
0005

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

05/10/10 AT 08:00AM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00



LEADSHEET



201005100130006

00002339972



002674110

SEQ:
13

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

t72

CHICAGO TITLE COMPANY

WHEN RECORDED
MAIL THIS DOCUMENT TO: *Ad*
Mail Tax Statements to
Judicial Council of California
455 Golden Gate Avenue
San Francisco, CA 94102-3660



2

Space Above This Line Reserved for Recorder's Use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT
TO SECTION 11922 OF THE REVENUE & TAXATION CODE.

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT
TO SECTION 27383 OF THE GOVERNMENT CODE.

Assessor's Identification Numbers:

4261-011-908, 4261-011-909,
4261-011-910, 4261-011-913,
4261-011-914, 4261-011-915

RECEIVED
AOC
Finance Division
MAY 18 A 11:58

QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged, the COUNTY OF LOS ANGELES, a body corporate and politic, does hereby remise, release, and forever quitclaim to the STATE OF CALIFORNIA, acting by and through the Judicial Council of California, Administrative Office of the Courts, all of the County's right, title, and interest in and to the real property in the City of Los Angeles, County of Los Angeles, State of California, described in Exhibit A attached hereto and by this reference made a part hereof.

Subject to all covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

DOCUMENT TRANSFER TAX \$ <u>cb</u>
<input type="checkbox"/> COMPUTED ON FULL VALUE OF PROPERTY CONVEYED
<input type="checkbox"/> OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.
<u><i>[Signature]</i></u> Signature of Declarant or Agent determining tax. Firm Name

COUNTY OF LOS ANGELES,
a body corporate and politic

By *[Signature]*
WILLIAM T FUJIOKA
Chief Executive Officer

APPROVED AS TO FORM

ANDREA SHERIDAN ORDIN
County Counsel

By *[Signature]*
Deputy

WEST LOS ANGELES
COURTHOUSE AND PARKING
LOT
(File: West Los Angeles Municipal
Court Site (1))
I.M. 129-137, 114-137
S.D. 3

MV

NOTE: Acknowledgement certificate on next page.

71016368-X14 13

ACKNOWLEDGEMENT CERTIFICATE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On MARCH 16, 2010, before me, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared WILLIAM T FUJIOKA who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity on behalf of which the person 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.

DEAN C. LOGAN, Registrar-Recorder/
County Clerk of the County of Los Angeles

By 

Deputy County Clerk



(Seal)

EXHIBIT A

WEST LOS ANGELES COURTHOUSE AND PARKING LOT

File with: West Los Angeles Municipal Court Site (1)
A.I.N. 4261-011-908, 909, 910, 913, 914, 915
T.G. 632 (A5)
I.M. 129-137, 114-137
Third District
A320SBAC

LEGAL DESCRIPTION

Part A:

Lots 2 to 10, inclusive, and Lots 18 to 23, inclusive, all in Block 6, Gillis Subdivision, as shown on map recorded in Book 83, pages 27 and 28, of Miscellaneous Records, in the office of Registrar-Recorder/County Clerk of the County of Los Angeles, and also that portion of said Block 6 within that certain parcel of land described as Parcel 1 in deed to Kenneth V. Munro and Lea L. Munro, recorded on October 19, 1961, as Document No. 511, in Book D1391, page 914, of Official Records, in the office of said Registrar-Recorder/County Clerk.

Part B:

That portion of Purdue Avenue (formerly known as Sixth Street), 60 feet wide, now vacated, said 60-foot wide strip is shown on above mentioned map of Gillis Subdivision, lying within the following described boundaries:

Beginning at a point in the southwesterly sideline of said Purdue Avenue, said point being distant 140 feet southeasterly, measured along said southwesterly sideline from the most northeasterly corner of above mentioned Parcel 1, said point also being a point in the northeasterly line of Lot 3, above mentioned Block 6; thence southeasterly along said southwesterly sideline to the most easterly corner of Lot 10, said Block 6; thence northeasterly, along the northeasterly prolongation of the southeasterly line of said Lot 10 to the northeasterly line of the southwesterly half of said Purdue Avenue; thence northwesterly along said last mentioned northeasterly line to a straight line which is at right angle from said northeasterly line of Lot 3 and which passes through the point of beginning; thence southwesterly, along said straight line to the point of beginning.

APPROVED AS TO DESCRIPTION

February 28, 2008
COUNTY OF LOS ANGELES

By [Signature]
SUPERVISING CADASTRAL ENGINEER III
Mapping and Property Management Division

This real property description has been prepared in conformance with the Professional Land Surveyors Act. The signatory herein is exempt pursuant to Section 8726 of the California Business and Professions Code.

VL,C:\Documents and Settings\vlipana\My Documents\Completed legal description\WestLosAngelesCourthouse & parking.doc

CERTIFICATE OF ACCEPTANCE

Agency	Judicial Council of California
Project	West Los Angeles Courthouse
Agency Parcel	19-AR1-4, AR6
Assessor Parcel No.	County of Los Angeles
	4261-011-910, 915, 908, 909, 913 & 914
DGS Parcel No.	<u>10628</u>

This is to certify that, pursuant to Sections 15853, 27281 and 70301 et seq. of the California Government Code, the interest in real property conveyed by the Quitclaim Deed dated March 16, 2010, from the County of Los Angeles, a body corporate and politic, of the State of California to the STATE OF CALIFORNIA acting by and through the JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority conferred by resolution of said Board duly adopted on April 12, 2010 and the Grantee consents to the recordation thereof by its duly authorized officer.

Note to Recorder: If this certificate is for a correction deed, all corrections and/or changes to the previously recorded deed must be reviewed and accepted by the State prior to recording a correction deed. All correction deeds require a new Certificate of Acceptance dated subsequent to recordation of the original deed or the most recent correction deed, if any.

Accepted

STATE OF CALIFORNIA
State Public Works Board

By: [Signature] Dated: 4/13/10
Name: Jerry Leong
Title: Assistant Administrative Secretary

Consent

JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE COURTS

By: [Signature] Dated: 4-9-10
Name: William C. Vickrey
Title: Administrative Director

Approved as to form
ADMINISTRATIVE OFFICE OF THE COURTS
OFFICE OF THE GENERAL COUNSEL

By: [Signature] Dated: 04-07-10
Name: Melvin L. Kennedy
Title: Managing Attorney

Exhibit D – Proposed Vacation Area and Proposed Site Plan

2011

MAPPING AND GIS
SERVICES
SCALE 1" = 80'

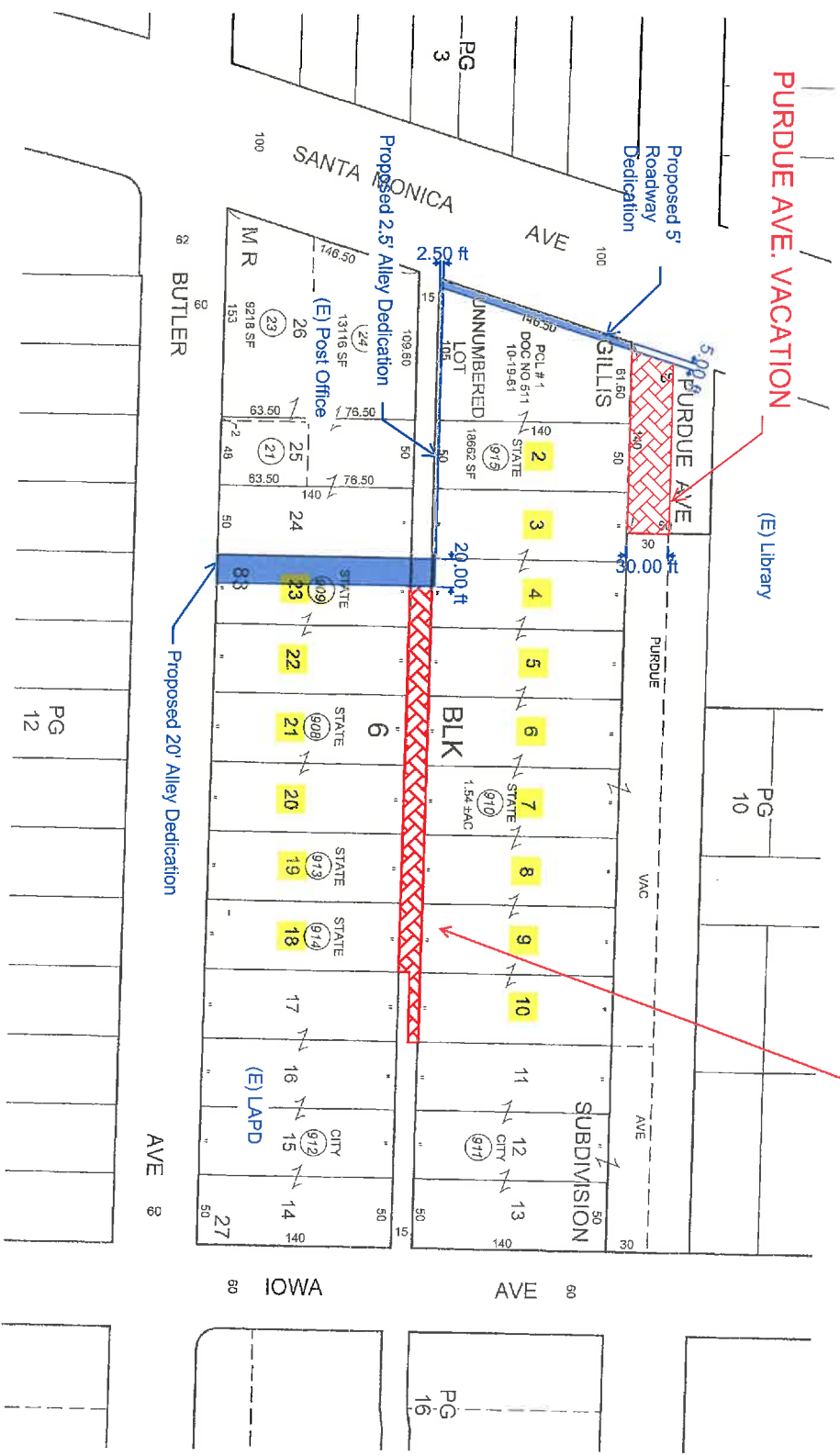
ALLEY VACATION



PROPOSED VACATIONS

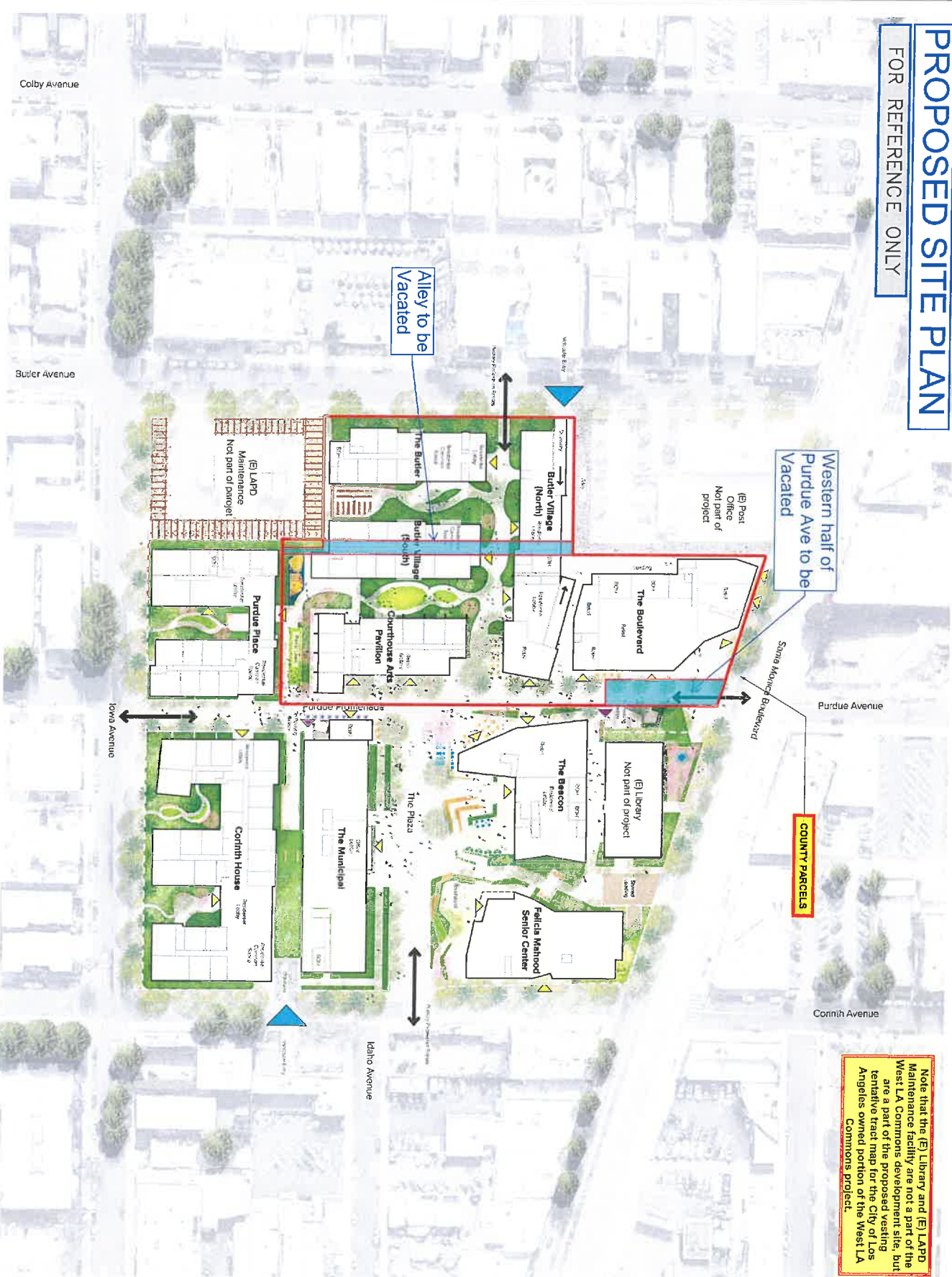
PURDUE AVE. VACATION

(E) Library



PROPOSED SITE PLAN

FOR REFERENCE ONLY



Note that the (E) Library and (E) LAPD Maintenance facility are not a part of the West LA Commons development site, but are a part of the proposed vesting tentative tract map for the City of Los Angeles owned portion of the West LA Commons project.

AC MARTIN
444 S. GARDEN STREET, SUITE 1000
LOS ANGELES, CA 90017-1411
kenneth@acmartin.com

WEST LA COMMONS, LLC

GROUND FLOOR
PLAN WITH
LANDSCAPE
(COUNTY)

A-003

3/1/2023 10:42 AM

PROJECT AND SITE		REVISIONS	
NO.	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
PROJECT NO. 12345			

Exhibit E – Street Vacation Map and Exhibit

FOR REFERENCE ONLY

TOTAL VACATION AREA =
8,478 SF (0.195 Acres)

