

Commonwealth Land Title Company 888 S. Figueroa Street, Suite 2100 Los Angeles, CA 90017

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Attn: Amairani Arce

Your Reference No:

Our File No: 09197219
Title Officer: Kathy Religioso
e-mail: unit9@cltic.com
Phone: (213) 330-2330

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Property Address: 4613 Clara St. and 7630, 7638, 7644, 7660 Atlantic Ave, Cudahy, California

#### PRELIMINARY REPORT

Dated as of February 28, 2020 at 7:30 a.m.

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

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

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company.** 

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

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

#### **SCHEDULE A**

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

# **ALTA Standard Owner's Policy of Title Insurance (6-17-06)**

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

#### A FEE

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

City of Cudahy as Successor Agency to the Former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic, as to Parcels 1, 2, 5 & 6; and

Cudahy Community Development Commission, a dissolved public body, subject to Section 34173 of the California Health and Safety Code, as to Parcels 3 and 4, subject to Items No. 36, 37, 38, 39, 43, 44, 49 and 50.

The land referred to herein is situated in the County of Los Angeles, State of California, and is described as follows:

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

# **EXHIBIT "A"**

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

#### Parcel 1:

Those portions of Lots 102, 103 and 104 of Tract No. 180, in the City of Cudahy, County of Los Angeles, State of California, as per map recorded in <u>Book 13, Page 198</u>, of Maps, in the Office of the County Recorder of said County, included within the following described boundary lines:

Beginning at a point in the Easterly line of said Lot 102, distant South 7° 08' West thereon 146.25 feet from the Northeasterly corner of Lot 102; thence North 82° 52' West 324.76 feet, more or less, to a point in the Easterly line of Wright Road, 50 feet wide (now part of Atlantic Avenue) as shown on said map; thence South 11° 52' East along said road, 51.83 feet to a point distant South 11° 52' East 206 feet from the Northwesterly corner of Lot 103 of said Tract No. 180; thence South 82° 52' East 308.06 feet, more or less to the Easterly boundary line of said Lot 102; thence North 7° 08' East along said Easterly line of Lot 102, a distance of 48.53 feet to the point of beginning.

#### Parcel 2:

That portion of Lots 102 and 103 of Tract No. 180, in the City of Cudahy, County of Los Angeles, State of California, as per map recorded in <u>Book 13, Page 198</u>, of Maps, in the Office of the County Recorder of said County, included within the following described boundary lines:

Beginning at a point in the Easterly line of said Lot 102, distant thereon South 7° 03′ 00" West, 146.25 feet from the Northeasterly corner of Lot 102; thence along said Easterly line North 7° 08′ 00" East 48.75 feet; thence North 82° 52′ 00" West, 341.56 feet to a point in the Easterly line of Wright Road, 50 feet wide, (now part of Atlantic Avenue), distant South 11° 52′ 00" East, along said road, 103 feet from the Northwesterly corner of said Lot 103; thence along said road, South 11° 52′ 00" East, 51.67 feet, more or less, to a line that bears North 82° 52′ 00" West, 324.76 feet, more or less from the point of beginning; thence South 32° 52′ 00" East 324.76 feet, more or less, to a point of beginning.

#### Parcel 3:

Those portions of Lots 102 and 104 of Tract No. 180, in the City of Cudahy, County of Los Angeles, State of California, as per map recorded in <u>Book 13, Page 198</u>, of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point in the Easterly line of said Lot 102 distant thereon North 07° 08' East 97.5 feet from the Southeasterly corner thereof, said point of beginning, being also the Northeasterly corner of the land conveyed to Grace Millar by deed recorded in Book 6732, Page 308, of Deeds, recorded in the office of the County Recorder of said County; thence North 82° 52' West, along the Northerly line of said land so conveyed to Grace Millar, 74.43 feet; thence North 07° 08' East 48 feet; thence North 82° 52' West 216.53 feet to the Westerly line of said Lot 104; thence North 11° 52' West along the Westerly line of said Lot 104, 52.23 feet, more or less, to the Southwesterly corner of the land conveyed to F. H. Maxwell and wife by deed recorded in Book 6310, Page 186, of Deeds; thence South 82° 52' East along the Southerly line of said land so conveyed to F. H. Maxwell and wife, 308 feet, more or less, to the Easterly line of said Lot 102; thence South 07° 08' West, along the Easterly line of said Lot 102, 97.50 feet more or less, to the point of beginning.

#### Parcel 4:

Those portions of Lots 102 and 104 of Tract No. 180, in the City of Cudahy, County of Los Angeles, State of California, as per map recorded in <u>Book 13, Page 198</u>, of Maps, Records of Los Angeles County, described as follows:

Beginning at the Southwesterly corner of the land conveyed to James J. Burge by deed recorded in <u>Book 2732</u>, <u>Page 358</u>, of <u>Official Records</u> of said County, said point of beginning being North 11° 52' West along the Westerly

line of said Lot 104, 103.47 feet, more or less, from the Southwesterly corner of said Lot; thence South 82° 52' East along the Southerly line of land so conveyed to Burge 200 feet; thence North 7° 08' East parallel with the Westerly line of said Lot 102, 48 feet; thence North 82° 52' West 216.53 feet, more or less, to a point in the Westerly line of said Lot 104; thence South 11° 52' East along the Westerly line 50.77 feet, more or less, to the point of beginning.

#### Parcel 5:

The South 97.5 feet of Lot 102, Tract No. 180, in the City of Cudahy, County of Los Angeles, State of California, as per map recorded in <u>Book 13, Page 198</u>, of Maps, in the Office of the County Recorder of said County.

Except the East 52.50 feet thereof.

#### Parcel 6:

That portion of Lot 104 of Tract No. 180, in the City of Cudahy, County of Los Angeles, State of California, as per map recorded in <u>Book 13, Page 198</u>, of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Southwesterly corner of said Lot; thence along the Southerly line of said Lot, South 82° 52' East 135.84 feet to the Southeasterly corner of said Lot; thence along the Easterly line of said Lot, North 7° 08' East 97.50 feet; thence parallel with the Southerly line of said Lot, North 82° 52' West 169.41 feet, more or less, to the Westerly line of said Lot; thence along said Westerly line South 11° 52', East 103.12 feet, more or less, to the point of beginning.

Except therefrom the oil, gas and other minerals in and under said property, together with the exclusive right to use such portion of said property lying more than 500 feet under the surface for the extraction of oil, gas and minerals from said property or property in the vicinity thereof, however, with no rights of surface entry whatsoever, as contained in the deed executed by Mobil Oil Corporation, a Corporation, formerly Socony Mobil Oil Company, Inc., successor by merger to General Petroleum Corporation, a Corporation, formerly General Petroleum Company of California, a Corporation, organized under the laws of the State of New York, recorded May 21, 1971, as Instrument No. 321, Official Records.

<u>Assessor's Parcel Number:</u> 6226-022-904, 6226-022-905, 6226-022-906, 6226-022-907, 6226-022-908, 6226-022-909, 6226-022-910 & 6226-022-911

#### SCHEDULE B - Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests or claims that are not shown by the Public Records 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.

#### SCHEDULE B - Section B

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

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2020-2021.
- B. There were no taxes levied for the fiscal year 2019-2020 as the property was vested in a public entity.

Affects: <u>Assessor's Parcel Number: 6226-022-904</u>, 6226-022-905, 6226-022-906,

6226-022-907, 6226-022-908, 6226-022-909, 6226-022-910 & 6226-022-911

- C. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
- 1. Water rights, claims or title to water, whether or not disclosed by the public records.

THE FOLLOWING MATTERS AFFECT PARCELS 1 AND 2:

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

Purpose: Water pipes and aqueducts
Recording No: In <u>Book 3360</u>, <u>Page 85</u>, of Deeds

Affects: said land

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

Purpose: Water pipes and aqueducts
Recording No: in Book 3362, Page 36, of Deeds

Affects: said land

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Public street, road or highway purposes Recording No: In Book 6310, Page 186, of Deeds

Affects: A strip of land 15 feet wide being Westerly 15 feet of those portions of Lots 103 and 104

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Public street, road or highway purposes

Recording Date: October 5, 1935

Recording No: as Instrument No. 547, in Book 13707, Page 144, Official Records

Affects: The Easterly 5 feet of the Westerly 20 feet of those portions of Lots 103 and 104.

6. A community oil and gas lease for the term therein provided, executed by the parties herein named, and other parties as owners of other lands described in said lease, with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Dated: April 27, 1966

Lessor: Murray Epstein and Helen Epstein, his wife
Lessee: Standard Oil Company of California, a corporation

Recording Date: June 29, 1966

Recording No: 2342 Official Records

No assurance is made as to the present ownership of the leasehold created by said lease, nor as to other matters affecting the rights or interests of the lessor or lessee in said lease.

Said lease affects that portion of said Land lying below a depth of 500 feet from the surface thereof.

7. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: The Cudahy Commercial-Industrial Redevelopment Area

Recording Date: September 9, 1981

Recording No: 81-900927, Official Records

#### THE FOLLOWING MATTERS AFFECT PARCEL 3:

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

Purpose: Water pipes and aqueducts
Recording No: In Book 3360, Page 85, of Deeds

Affects: said land

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

Purpose: Water pipes and aqueducts
Recording No: in <u>Book 3362</u>, <u>Page 36</u>, of Deeds

Affects: said land

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Public street, road or highway purposes Recording No: In Book 6310, Page 186, of Deeds

Affects: A strip of land 15 feet wide being Westerly 15 feet of those portions of Lots 103 and 104

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

Granted to: County of Los Angeles
Purpose: Public road and highway

Recording No: In Book 11807, Page 135, Official Records

Affects: As described therein.

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

Granted to: State of California
Purpose: Public highway

Recording No: In <u>Book 14022</u>, Page 181, Official Records

Affects: the Easterly 5 feet of the Westerly 20 feet of said Lot 104.

and Recording No: In Book 14156 Page 129, Official Records

13. A community oil and gas lease for the term therein provided, executed by the parties herein named, and other parties as owners of other lands described in said lease, with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Dated: April 27, 1966

Lessor: Crest Auto Parts, Incorporated

Lessee: Standard Oil Company of California, a corporation

Recording Date: June 3, 1966

Recording No: 2238 Official Records

No assurance is made as to the present ownership of the leasehold created by said lease, nor as to other matters affecting the rights or interests of the lessor or lessee in said lease.

Said lease affects that portion of said Land lying below a depth of 500 feet from the surface thereof.

14. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: The Cudahy Commercial-Industrial Redevelopment Area

Recording Date: September 9, 1981

Recording No: 81-900927, Official Records

#### THE FOLLOWING MATTERS AFFECT PARCEL 4:

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

Purpose: Water pipes and aqueducts
Recording No: In Book 3360, Page 85, of Deeds

Affects: said land

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

Purpose: Water pipes and aqueducts
Recording No: in Book 3362, Page 36, of Deeds

Affects: said land

17. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Public street, road or highway

Recording No: In Book 11807 Page 131 Official Records

Affects: As described therein.

18. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Public street, road or highway

Recording No: In <u>Book 13720 Page 58 Official Records</u>

Affects: As described therein.

19. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Dated: April 27, 1966

Lessor: Albert B. Gilpin and Justina Gilpin Lessee: Standard Oil Company of California

Recording Date: May 18, 1966

Recording No: 2844, Official Records

No assurance is made as to the present ownership of the leasehold created by said lease, nor as to other matters affecting the rights or interests of the lessor or lessee in said lease.

Said lease affects that portion of said Land lying below a depth of 500 feet from the surface thereof.

Said lease provides for no right of surface entry.

20. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: The Cudahy Commercial-Industrial Redevelopment Area

Recording Date: September 9, 1981

Recording No: 81-900927, Official Records

# THE FOLLOWING MATTERS AFFECT PARCEL 5:

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

Purpose: Water pipes and aqueducts Recording No: In Book 3360, Page 85, of Deeds

Affects: said land

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

Purpose: Water pipes and aqueducts
Recording No: in Book 3362, Page 36, of Deeds

Affects: said land

23. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Public street road or highway purposes
Recording No: In <u>Book 14829</u>, Page 334, Official Records

Affects: The Southerly 5 feet of said land

and Recording No: in Book 15092, Page 269, of Official Records

An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Dated: April 27, 1966

Lessor: Russell L. Morgan and Sandra S. Morgan

Lessee: Standard Oil Company of California, a corporation

Recording Date: May 13, 1966

Recording No: 2843, Official Records

No assurance is made as to the present ownership of the leasehold created by said lease, nor as to other matters affecting the rights or interests of the lessor or lessee in said lease.

Said lease affects that portion of said Land lying below a depth of 500 feet from the surface thereof.

Said lease provides for no right of surface entry.

25. A community oil and gas lease for the term therein provided, executed by the parties herein named, and other parties as owners of other lands described in said lease, with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Dated: April 27, 1966

Lessor: Donald L. Mason and Vanooohe Mason, his wife Lessee: Standard Oil Company of California, a corporation

Recording Date: May 18, 1966
Recording No: 2100, Official Records

No assurance is made as to the present ownership of the leasehold created by said lease, nor as to other matters affecting the rights or interests of the lessor or lessee in said lease.

26. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: The Cudahy Commercial-Industrial Redevelopment Area

Recording Date: September 9, 1981

Recording No: 81-900927, Official Records

# THE FOLLOWING MATTERS AFFECT PARCEL 6:

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

Purpose: Water pipes and aqueducts
Recording No: In Book 3360, Page 85, of Deeds

Affects: said land

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

Purpose: Water pipes and aqueducts
Recording No: in <u>Book 3362, Page 36</u>, of Deeds

Affects: said land

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

Granted to: County of Los Angeles
Purpose: Public road and highway
Recording Date: September 29, 1932

Recording No: In Book 11807, Page 165, Official Records

Affects: The Westerly 15 feet of said land

and Recording Date: December 6, 1932

and Recording No: in <u>Book 11935</u>, <u>Page 143</u>, <u>Official Records</u>

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

Granted to: State of California
Purpose: Public road and highway
Recording Date: December 11, 1935

Recording No: In Book 13776, Page 338, Official Records

Affects: The Easterly 5 feet of the Westerly 20 feet of said land

and Recording Date: June 10, 1936

and Recording No: in Book 14156, Page 129, Official Records

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

Granted to: County of Los Angeles
Purpose: Public road and highway

Recording Date: April 8, 1937

Recording No: In <u>Book 14829</u>, Page 334, Official Records

Affects: The Southerly 5 feet of said land

and Recording Date: July 21, 1937

and Recording No: in Book 15092, Page 269, Official Records

32. Any easements, rights or restraints on use, remaining on said Land according to the provisions of an oil and gas lease recorded November 3, 1966 in <u>Book M2382 Page 291</u> Official Records, said Land having been released from said lease by document

Recording Date: July 12, 1968

Recording No: In <u>Book R3022 Page 539</u> Official Records

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

Recording Date: May 21, 1971
Recording No: 321 Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

Affects:

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

City of Cudahy Granted to:

Public road and highway Purpose: Recording Date: August 17, 1972 Recording No: 3191 Official Records

35. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: The Cudahy Commercial-Industrial Redevelopment Area

Recording Date: September 9, 1981

Recording No: 81-900927, Official Records

As described therein.

# THE FOLLOWING MATTERS AFFECT ALL PARCELS:

36. The effect of a Quitclaim Deed

> From: Cudahy Community Development Commission, a public body, corporate and politic To:

Cudahy Economic Development Corporation, a California 501(c)(3) public benefit

corporation

June 14, 2011 Dated: June 15, 2011 Recording Date:

Recording No.: 20110817887 Official Records

Note: This company will require that said Deed be re-recorded to add the legal description.

Affects: Portion of Parcel 4.

37. The effect of a Quitclaim Deed

> From: Cudahy Community Development Commission, a public body, corporate and politic To: Cudahy Economic Development Corporation, a California 501(c)(3) public benefit

> > corporation

Dated: June 14, 2011 Recording Date: June 15, 2011

Recording No.: 20110817889 Official Records

Note: This company will require that said Deed be re-recorded to add the legal description.

Affects: Portion of Parcel 3

38. The effect of a Quitclaim Deed

> From: Cudahy Community Development Commission, a public body, corporate and politic To: Cudahy Economic Development Corporation, a California 501(c)(3) public benefit

> > corporation

Dated: June 14, 2011 Recording Date: June 15, 2011

Recording No.: 20110817890 Official Records

Note: This company will require that said Deed be re-recorded to add the legal description.

Affects: Portion of Parcel 4.

39. The effect of a Quitclaim Deed

From: Cudahy Community Development Commission, a public body, corporate and politic

To: Cudahy Economic Development Corporation, a California 501(c)(3) public benefit

corporation

Dated: June 14, 2011 Recording Date: June 15, 2011

Recording No.: 20110817891 Official Records

Note: This company will require that said Deed be re-recorded to add the legal description.

Affects: Portion of Parcel 3.

40. A lien for the amount shown below and any other amounts due,

Amount: \$368.34 or more

Claimant: Agricultural Commissioner, Weights and Measures,

Weed Hazard & Pest Management

Nature of Claim: the cost of abatement of nuisance

Recording Date: June 15, 2015

Recording No: 20150705210 Official Records

Affects: Portion of Parcel 3

41. A lien for the amount shown below and any other amounts due,

Amount: \$368.34 or more

Claimant: Agricultural Commissioner, Weights and Measures,

Weed Hazard & Pest Management

Nature of Claim: the cost of abatement of nuisance

Recording Date: June 15, 2015

Recording No: 20150705211 Official Records

Affects: Portion of Parcel 4

42. A lien for the amount shown below and any other amounts due,

Amount: \$477.58 or more

Claimant: Agricultural Commissioner, Weights and Measures,

Weed Hazard & Pest Management

Nature of Claim: the cost of abatement of nuisance

Recording Date: June 15, 2015

Recording No: 20150705212 Official Records

Affects: Portion of Parcel 3

43. A Deed:

From: The Cudahy Economic Development Corporation, a California non-profit public benefit

corporation

To: City of Cudahy as Successor Agency to the Former Cudahy Community Development

Commission/Cudahy Redevelopment Agency, a public body corporate and politic

Dated: May 18, 2015 Recording Date: October 19, 2015

Recording No: 20151280456 Official Records

Affects: Parcel 3

44. A Deed:

From: The Cudahy Economic Development Corporation, a California non-profit public benefit

corporation

To: City of Cudahy as Successor Agency to the Former Cudahy Community Development

Commission/Cudahy Redevelopment Agency, a public body corporate and politic

Dated: May 18, 2015 Recording Date: October 19, 2015

Recording No: 20151280457 Official Records

Affects: Parcel 4

45. A lien for the amount shown below and any other amounts due,

Amount: \$467.56

Claimant: Tract 349 Mutual Water Company

Nature of Claim: unpaid fees

Recording Date: September 24, 2014

Recording No: 20141011193 Official Records

- 46. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
- 47. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

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

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

- 48. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
- 49. Any claim that the transaction vesting the Title as shown in Schedule A or creating the lien of the Insured Mortgage, or any other transaction occurring on or prior to Date of Policy in which Cudahy Community Development Commission or its successors transferred, acquired, or made any agreement affecting the title to or any interest in the Land, is void or voidable, or subject to termination, renegotiation, or judicial review, under California Assembly Bill 26 (Chapter 5, Statutes of 2011-12, First Extraordinary Session) and California Assembly Bill 1484 (Chapter 26, Statutes of 2011-12), as presently amended.

50. Approval of the policy or commitment of title insurance anticipated by this report by Regional Counsel of the Company is required prior to the recordation of the instruments required to complete this transaction and the issuance of such policy or commitment. The right is reserved to make additional exceptions and/or requirements upon such review.

# **END OF SCHEDULE B EXCEPTIONS**

PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION

#### **REQUIREMENTS SECTION:**

- If there are recorder office closures related to COVID-19, we may be temporarily unable to record/access documents in the normal course of business. As such, we will require our AFFIDAVIT OF UNDERSTANDING AND INDEMNITY AND HOLD HARMLESS AGREEMENT DUE TO CORONAVIRUS PANDEMIC to be signed by all parties.
- 2. Prior to the close of escrow, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Parties

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

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

Name: City of Cudahy

- a) A copy of the By-laws or Articles of Association (sometimes known as "The Agreement", "Charter", or "Constitution").
- b) A certified copy of the minutes of a duly called and regularly held business meeting, pursuant to its organizational documents, authorizing this transaction and the execution of the documents by all of the required parties.

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

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

Name: Cudahy Community Development Commission

- a) A copy of the By-laws or Articles of Association (sometimes known as "The Agreement", "Charter", or "Constitution").
- b) A certified copy of the minutes of a duly called and regularly held business meeting, pursuant to its organizational documents, authorizing this transaction and the execution of the documents by all of the required parties.

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

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

Name of Corporation or LLC: Cudahy Economic Development Corporation, a California 501(c)(3) public benefit corporation

- a) A Certificate of Revivor
- b) A Certificate of Relief from Voidability
- Confirmation that there is no court order voiding the contract upon which the conveyance is based.

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

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

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

#### **INFORMATIONAL NOTES SECTION**

- 1. The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.
- 2. For wiring Instructions please contact your Title Officer or Title Company Escrow officer.
- 3. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- 4. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- 5. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
- 6. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Typist: 2sm

Date Typed: March 25, 2020



# **Wire Fraud Alert**

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

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

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

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

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

Federal Bureau of Investigation: http://www.fbi.gov

Current Version Date: 5/11/2017

Internet Crime Complaint Center: http://www.ic3.gov

Wire Fraud Alert
Original Effective Date: 5/11/2017
Page 1

WIRE0016 (DSI Rev. 12/07/17)



#### **Notice of Available Discounts**

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

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

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

#### **FNF Underwritten Title Company**

CTC - Chicago Title company

CLTC - Commonwealth Land Title Company

FNTC – Fidelity National Title Company of California

FNTCCA - Fidelity National Title Company of California

TICOR - Ticor Title Company of California

LTC - Lawyer's Title Company

SLTC - ServiceLink Title Company

#### **Underwritten by FNF Underwriters**

CTIC - Chicago Title Insurance Company

CLTIC - Commonwealth Land Title Insurance Company

FNTIC - Fidelity National Title Insurance Company

FNTIC - Fidelity National Title Insurance Company

CTIC - Chicago Title Insurance Company

CLTIC - Commonwealth Land Title Insurance Company

Last Saved: March 25, 2020 by 2SM

Escrow No.: 09197219-919-KRC-KRE

CTIC - Chicago Title Insurance Company

# **Available Discounts**

#### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

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

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

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

# FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective January 1, 2020

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

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

#### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

#### **Collection of Browsing Information**

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

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

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

#### **Other Online Specifics**

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

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

<u>Do Not Track</u>. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

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

#### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

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

#### When Information Is Disclosed

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

• to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;

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

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

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

#### **Security of Your Information**

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

#### **Choices With Your Information**

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

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

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

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

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

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

#### Information From Children

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

#### **International Users**

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

#### FNF Website Services for Mortgage Loans

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

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

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

#### Accessing and Correcting Information; Contact Us

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

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

# ATTACHMENT ONE (Revised 05-06-16)

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

#### **EXCLUSIONS FROM COVERAGE**

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

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

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

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

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

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

#### **EXCLUSIONS**

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

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

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

#### LIMITATIONS ON COVERED RISKS

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

• For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

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

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

#### **EXCLUSIONS FROM COVERAGE**

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

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

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

#### **EXCEPTIONS FROM COVERAGE**

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

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#### {PART I

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

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

#### **PART II**

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

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

#### **EXCLUSIONS FROM COVERAGE**

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

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

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

## **EXCEPTIONS FROM COVERAGE**

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

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

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

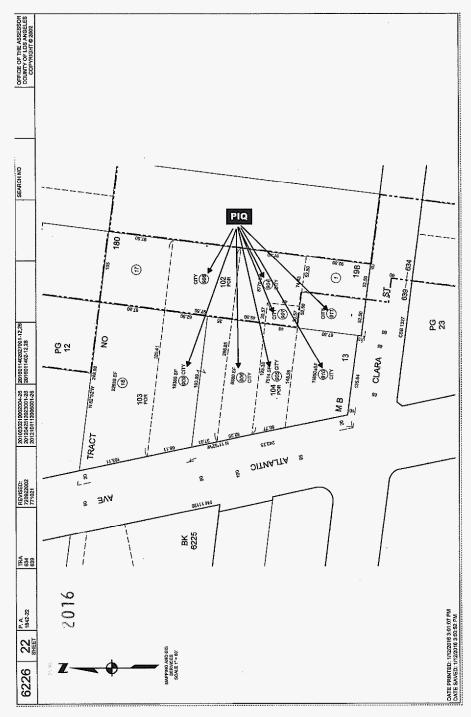
# Attachment One - CA (Rev. 05-06-16)

#### ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)

#### **EXCLUSIONS FROM COVERAGE**

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

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



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



Commonwealth Land Title Company 888 S. Figueroa Street, Suite 2100 Los Angeles, CA 90017

Phone: (800) 432-0706

# AFFIDAVIT OF UNDERSTANDING AND INDEMNITY AND HOLD HARMLESS AGREEMENT DUE TO CORONAVIRUS PANDEMIC

Property: 4613 Clara St. and 7630, 7638, 7644, 7660 Atlantic Ave, Cudahy, CA

Date of Closing:

Seller(s):

Buyer(s):

File No.(s): 09197219-919-KRC-KRE

Commitment: 09197219-09

In response to the outbreak of the Coronavirus and the declared state of emergency at the national, state and local level, Courts and governmental offices, have been closed or have had access significantly limited. As a result, the processing and recording of deeds and other title documents in some jurisdictions has been, and will be, impacted. Fidelity National Financial will continue to insure title for purchasers and lenders for transactions up to \$ but not to include construction loans, through the ultimate recording date of the deed, deed of trust or other insured title document, neither Fidelity National Financial nor its title agents can provide any estimate as to the date of recordation of such title documents in the land records.

NOW THEREFORE, as a result of the aforementioned closures and access restrictions and as an inducement to Commonwealth Land Title Company (hereafter "Title Agent") to conduct settlement and to Fidelity National Financial to issue policy or policies of title insurance, the undersigned agree as follows:

#### Seller (s) certify:

- (a) There are no unrecorded and/or outstanding leases, contracts, options, agreements, trusts or other inchoate rights, interests affecting the Property which have not been disclosed to Fidelity National Financial or its agent in writing.
- (b) All labor and materials used in construction or improvements, repairs or modifications to the Property have been paid for and there are now no unpaid bills for labor or material against the improvements or Property. The Sellers have received no notice of any mechanic liens claim.
- (c) There are no unrecorded liens or encumbrances affecting the Property, which are not being paid or adjusted as part of the current transaction.
- (d) Sellers have received no written notice of a proposed or pending special assessment or a pending taking of any portion of the Property by any governmental body. Sellers have no knowledge or notice that work has been or will be performed by any governmental body including but not limited to the installation of water or sewer lines or other utilities or for improvements such as paving or repaving of street or alleys or the installation of curbs and sidewalks.
- (e) Sellers agree to neither allow, nor take any action, following settlement that may result in a lien, encumbrance or other objectionable matter of title being placed against the Property. In the event any lien, encumbrance or objectionable matter of title arises or occurs between the date of settlement and the date of the recording of the deed or other title document, Sellers agree to immediately take action to clear and discharge the same and further agree to hold harmless and indemnify Title Agent and Fidelity National Financial against all expenses, costs and attorney's fees which may arise out of Sellers failure to so remove bond, otherwise dispose of any such liens, encumbrances or objectionable matters of title to the satisfaction of Fidelity National Financial.

# Buyer(s) understand and agree:

(a) Neither Title Agent nor Fidelity National Financial can provide an estimate as to the date or recordation of the deed or other title documents in the Land Records.

The undersigned solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of this Affidavit are true and that this Affidavit is executed in the order to induce the Title Agent to make and complete the settlement on the Property and to induce Fidelity National Financial to issue its policy or policies of title insurance, insuring title to the Property.

SELLER(S):

State of California County of Los Angeles County of Los Angeles Agent to and sworn before me this day of polycome.

Cignature of Notary Public (Print, type or stamp commissioned name of Notary Public)

Type of identification produced:

Among other things Buyers may not be able to refinance or sell the Property, obtain building permits, or demonstrate recorded ownership of and legal title to, the Property

until the date that the deed or title document is recorded in the Land Records.

(b)

# **OWNER'S DECLARATION**

The undersigned hereby declares as follows:

1.	(Fill ir	n the applicable paragraph and strike the other)		
	a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at			
		further described as follows: See Preliminary Report/Commitment No. 09197219-919-KRC-KRE for full legal description (the "Land").		
	b.	Declarant is the of ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at		
		further described as follows: See Preliminary Report/Commitment No. 09197219-919-KRC-KRE for full legal description (the "Land").		
2.	(Fill ir	n the applicable paragraph and strike the other)		
	a.	During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.		
	b.	During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with upon the Land in the approximate total sum of \$, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows:		
3.	partn	wner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the genera irtner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting title to the Land.		
4.	mortg	Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records.		
5.	The Land	The Land is currently in use as;occupy/occupies th Land; and the following are all of the leases or other occupancy rights affecting the Land:		
6.		There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorde easements, claims of easement, or boundary disputes that affect the Land.		
7.	There	re are no outstanding options to purchase or rights of first refusal affecting the Land.		
8.	has r	ere are no material violations of any current, enforceable covenant affecting the Property and the Undersigner received no written notice from any third party claiming that there is a present violation of any current proceable covenant affecting the Property.		

Company (the "Company") and it Owner, by the undersigned Declar	intention that Commonwealth Land Title Company and Commonwealth Land Title Insurance is policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. It is agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, any as a result of any untrue statement made herein.
I declare under penalty of perjury on at	that the foregoing is true and correct and that this declaration was executed
Signature:	Signature: