# CPC 2016-3176

HOLLYWOOD & WILCOX 6430-6440 HOLLYWOOD BOULEVARD 1624-1648 WILCOX AVENUE

# LEGAL DESCRIPTION

#### PARCEL 1:

LOT 5 AND THE NORTH 19 FEET, 10 INCHES OF THE WEST 205.8 FEET OF LOT 6 IN BLOCK 14 OF "HOLLYWOOD", IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28 PAGES 59 AND 60 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING FROM SAID LOT 5 THAT PORTION THEREOF INCLUDED WITHIN THE FOLLOWING DESCRIBED LINES: BEGINNING AT THE MOST NORTHERLY NORTHWEST CORNER OF LOT B OF SACKETT TRACT, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGE 150 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER, THENCE SOUTH 0° 03' 45" WEST ALONG THE WEST LINE OF SAID LOT B, 64.98 FEET TO AN ANGLE POINT THEREIN, THENCE NORTH 89° 55' 30" WEST ALONG THE BOUNDARY LINE OF SAID LOT B, 5.07 FEET, THENCE NORTH 0° 03' 45" EAST PARALLEL TO THE WEST LINE OF SAID LOT B TO THE WESTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT B, THENCE SOUTH 89° 55' 45" EAST 5.07 FEET TO THE POINT OF BEGINNING.

#### PARCEL 2:

LOTS 3 AND 4 AND WESTERLY 8.5 FEET OF LOT 15 IN BLOCK 14 OF HOLLYWOOD, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28 PAGES 59 AND 60 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

#### PARCEL 3:

LOT 16 IN BLOCK 14 OF HOLLYWOOD, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28 PAGES 59 AND 60 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT EASTERLY 110.50 FEET THEREOF.

#### PARCEL 4:

THE EAST 49.90 FEET OF THE WEST 100 FEET OF LOTS 1 AND 2 IN BLOCK 14 OF HOLLYWOOD, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28 PAGES 59 AND 60 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

#### PARCEL 4A:

AN EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES IN, OVER, ALONG AND UPON THE SOUTH 10 FEET OF THE WEST 50.10 FEET OF LOT 2 IN BLOCK 14 OF HOLLYWOOD, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28 PAGES 59 AND 60 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



# Issuing Policies of Chicago Title Insurance Company

ORDER NO.: 00242503-997-BOC

Escrow/Customer Phone: (949) 660-7272

Related Companies of California 18201 Von Karman Ave.Suite 900 Irvine, CA 92612

Title Officer: **Bob Taylor - OC**Title Officer Phone: (714) 289-6402
Title Officer Fax: (714) 289-7105

ATTN: Steven S. Oh

Title Officer Email: taylor@ticortitle.com

Email: steven.oh@related.com

Reference No.: Marina Marketplace-3

PROPERTY: 4

4325 Glencoe Avenue, 13400 Maxella Avenue, Los Angeles, CA

# AMENDED PRELIMINARY REPORT

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

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

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

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

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

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

Countersigned:

Authorized Signature

By

Attest

Dood God Dood

Randy Quirk, Pres

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# AMENDED PRELIMINARY REPORT

**EFFECTIVE DATE:** 

August 14, 2014 at 7:30 a.m., Amended: August 2, 2016, Amendment No. 2

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

**CLTA Standard Coverage Policy - 1990** 

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

A FEE

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

RAR2 - VILLA MARINA CENTER CA SPE, INC., a Maryland corporation

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

See Exhibit A attached hereto and made a part hereof.

## **EXHIBIT "A"**

# LEGAL DESCRIPTION

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

#### PARCEL 1:

PARCEL A OF <u>PARCEL MAP LA NO. 3391</u>, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN <u>BOOK 84</u>, <u>PAGES 40 AND 41 OF PARCEL MAPS</u>, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH LOT 9 AND THAT PORTION OF LOT 8 OF <u>TRACT NO. 26853</u>, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN <u>BOOK 822</u>, <u>PAGES 31 THROUGH 34</u>, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 9 OF SAID TRACT NO. 26853; THENCE NORTH 59° 41' 47" EAST, 50.00 FEET; THENCE NORTH 30° 18' 13" WEST 15.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 59° 41' 47" EAST 85.00 FEET; THENCE NORTH 30° 18' 13" WEST 14.42 FEET; THENCE NORTH 59° 41' 47" EAST 204.59 FEET; THENCE NORTH 30° 18' 13" WEST 54.58 FEET; THENCE NORTH 59° 41' 47" WEST 231.50 FEET; THENCE NORTH 22° 14' 51" EAST 18.09 FEET TO THAT CERTAIN CORNER OF LOTS 8 AND 9 WHICH IS SOUTH 22° 14' 51" WEST 55.60 FEET FROM THE SOUTHERLY LINE OF GLENCOE AVENUE; THENCE ALONG THE NORTHWEST LINE OF LOT 8, SOUTH 59° 41' 47" WEST 535.45 FEET; THENCE SOUTH 30° 18' 13" EST 80.00 FEET TO THE TRUE POINT OF BEGINNING.

AS SHOWN AS PARCEL 3 ON THAT CERTAIN LOT LINE ADJUSTMENT RECORDED JUNE 28, 2006, AS INSTRUMENT NO. 06-1425757, AND RE-RECORDED AUGUST 3, 2006, AS INSTRUMENT NO. 06-1722525, BOTH OF OFFICIAL RECORDS.

APN(s): 4212-004-015; 4212-004-025

# PARCEL 2:

THAT PORTION OF PARCEL B OF <u>PARCEL MAP L.A. NO. 3391</u>, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN <u>BOOK 84</u>, <u>PAGES 40 AND 41 OF PARCEL MAPS</u>, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL A OF PARCEL MAP 3391; THENCE SOUTH 59° 41' 47" WEST, 271.95 FEET; THENCE SOUTH 30° 18' 13" EAST 225.91 FEET; THENCE SOUTH 59° 41' 47" WEST 263.89 FEET; THENCE NORTH 30° 47' 40" WEST 179.72 FEET; THENCE NORTH 28° 02' 54" WEST 57.31 FEET; THENCE NORTH 18° 07' 24" WEST 20.00 FEET; THENCE NORTH 24° 25' 12" WEST 9.51 FEET; THENCE NORTH 30° 47' 40" WEST, 53.00 FEET; THENCE NORTH 59° 41' 47" EAST, 15.00 FEET; THENCE NORTH 30° 18' 13" WEST 29.08 FEET, TO THE SOUTHEASTERLY LINE OF MAXELLA AVENUE BEING 70.00 FEET WIDE; THENCE NORTH 59° 41' 47" EAST 481.41 FEET ALONG SAID SOUTHEASTERLY LINE TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 20.00 FEET, DELTA OF 82° 18' 48"; THENCE CONTINUING THROUGH AN ARC LENGTH OF 28.73 FEET TO THE END OF SAID CURVE ALSO BEING THE SOUTHWESTERLY LINE OF GLENCOE AVENUE, BEING 90 FEET WIDE; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE SOUTH 37° 59' 23" EAST 105.78 FEET TO THE POINT OF BEGINNING.

PRELIMINARY REPORT YOUR REFERENCE: Marina Marketplace-3

# EXHIBIT A (Continued)

AS SHOWN AS PARCEL 1 ON THAT CERTAIN LOT LINE ADJUSTMENT RECORDED JUNE 28, 2006, AS INSTRUMENT NO. 06-1425757 AND RE-RECORDED AUGUST 3, 2006, AS INSTRUMENT NO. 06-1722525, BOTH OF OFFICIAL RECORDS.

APN(s): <u>4212-004</u>-021

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

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2016-2017.
- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) 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.
- 2. Intentionally deleted.
- 3. Intentionally deleted.
- 4. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said Tract 26853;

Purpose:

Underground public utilities or sanitary sewers

Affects:

A portion of Parcel 1 as shown on said map No. 26853.

- 5. Intentionally deleted.
- 6. Matters contained in that certain document

Entitled:

Declaration of Covenants and Restrictions and Grant of Easements

Recording Date:

November 14, 1972

Recording No:

791, Official Records

Reference is hereby made to said document for full particulars.

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.

Modification(s) of said covenants, conditions and restrictions

Recording Date:

September 5, 1973

Recording No:

2999, Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date:

August 3, 2006

Recording No:

06-1722524, Official Records

Affects:

Parcel 1.

7. The terms and provisions contained in the document entitled "Covenant and Agreement", recorded December 5, 1972, as <u>Instrument No. 2771</u>, <u>Official Records</u>.

Affects:

Parcel 1.

8. The terms and provisions contained in the document entitled "Covenant and Agreement", recorded December 6, 1972, as <u>Instrument No. 3395</u>, <u>Official Records</u>,

PRELIMINARY REPORT
YOUR REFERENCE: Marina Marketplace-3

# EXCEPTIONS (Continued)

Affects:

Parcel 1.

- 9. The conditions contained in the deed from Barclay Hollander Curci, Inc., a California corporation, as grantor to Villa Marina Center, a California limited partnership, as grantee, recorded December 13, 1973, as <u>Instrument No. 96, Official Records</u>, that grantee and any successor in interest of grantee agrees not to develop Parcel A of <u>Parcel Map Los Angeles No. 2599</u>, as per parcel map filed in <u>Book 45, Page 11 of Parcel Maps</u>, in the Office of the County Recorder of said County, in such a manner so that the average rate of flow of sewage generated from any development thereof together with any development on Lots 3 through 9, inclusive and Lot 11 of said <u>Tract 26853</u> will exceed 0.2208 cubic feet per second, as computed in accordance with methods utilized by the City of Los Angeles.
- 10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:

Pole lines

Recording Date:

February 15, 1974

Recording No:

3327, Official Records

Affects:

A portion of said land as more particularly described in said document.

Reference is hereby made to said document for full particulars.

Affects:

Parcel 1.

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

Purpose:

Poles, conduits and wires

Recording Date:

July 26, 1974

Recording No:

2970, Official Records

Affects:

A portion of said land as more particularly described in said document.

Reference is hereby made to said document for full particulars.

Affects:

Parcel 1.

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

Recording Date:

July 31, 1974

Recording No:

896, Official Records

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

Affects:

Portion of Parcel 1.

13. The terms and provisions contained in the document entitled "Covenant and Agreement", recorded August 6, 1976, as Instrument No. 3993, Official Records.

Affects:

Parcel 1.

YOUR REFERENCE: Marina Marketplace-3

Ticor Title Company of California ORDER NO.: 00242503-997-BOC

# EXCEPTIONS (Continued)

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

Pole lines

Recording Date:

September 17, 1976

Recording No:

3625, Official Records

Affects:

A portion of said land as more particularly described in said document.

Reference is hereby made to said document for full particulars.

Affects:

Parcels 1 and 2.

15. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said Parcel Map 3391;

Purpose:

Sanitary sewers or public utilities

Affects:

Parcels 1 and 2 as shown on said map.

- 16. Intentionally deleted.
- 17. Matters contained in that certain document

Entitled:

Acknowledgement Regarding Ordinance No. 160.394

Recording Date:

February 29, 1988

Recording No:

88-268781, Official Records

Reference is hereby made to said document for full particulars.

Affects:

Parcel 1.

- 18. Intentionally deleted.
- 19. Matters contained in that certain document

Entitled:

Acknowledgement Regarding Ordinance No. 160.394

Recording Date:

August 15, 1988

Recording No:

88-1286472, Official Records

Reference is hereby made to said document for full particulars.

Affects:

Parcel 1.

20. The terms and provisions contained in the document entitled "Covenant and Agreement" recorded May 31, 1991, as <u>Instrument No. 91-811784</u>, Official Records.

Affects:

Parcel 2.

21. The terms and provisions contained in the document entitled "Covenant and Agreement", recorded May 31, 1991, as <u>Instrument No. 91-811785</u>, Official Records.

Affects:

Parcel 2.

22. The terms and provisions contained in the document entitled "Covenant and Agreement", recorded July 22, 1991, as <a href="Instrument No. 91-1121447">Instrument No. 91-1121447</a>, Official Records.

PRELIMINARY REPORT
YOUR REFERENCE: Marina Marketplace-3

Ticor Title Company of California ORDER NO.: 00242503-997-BOC

# EXCEPTIONS (Continued)

Affects:

Parcel 2.

23. An irrevocable offer to dedicate an easement over a portion of said Land for

To:

City of Los Angeles

Purpose(s):

Public street, road or highway

Recording Date:

July 25, 1991

Recording No:

91-1149652, Official Records

Affects:

A portion of said land as more particularly described in said document.

Affects:

Parcel 2.

24. The terms and provisions contained in the document entitled "Covenant and Agreement", recorded August 31, 1993, as Instrument No. 93-1703697, Official Records.

Affects:

Parcel 2.

25. The terms and provisions contained in the document entitled "Assignment of Operating Agreements", recorded December 18, 2001, as <u>Instrument No. 01-2416421</u>, <u>Official Records</u>.

Affects:

Parcels 1 and 2.

26. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated:

April 17, 1973

Lessor:

Villa Marina Center Von's Grocery Co.

Lessee:

June 29, 1973

Recording Date: Recording No:

7656, Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

Lease Amendment No. 3 dated June 12, 2005, by and between Villa Marina MHRP V, LLC, and The Vons Companies, Inc., recorded January 31, 2006, as <u>Instrument No. 06-0223613</u>, <u>Official Records</u>.

Affects:

Parcels 1 and 2.

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

Amount:

\$55,000,000.00

Dated:

March 26, 1997

Trustor/Grantor

Macerich Marina Limited Partnership, a California limited partnership

Trustee:

Commonwealth Land Title Company, a California corporation

Beneficiary:

Lehman Brothers Realty Corporation, a Delaware corporation

Recording Date:

March 26, 1997

Recording No:

97-461225, Official Records

# EXCEPTIONS (Continued)

Amendment to said trust deed for a credit limit increase

Executed by:

Macerich Marina Limited Partnership, a California limited partnership and Lehman

Brothers Realty Corporation, a Delaware corporation

New Principal Amount:

\$58,000,000.00 August 7, 1997

Recording Date: Recording No:

97-1211080, Official Records

Amendment to said trust deed for a credit limit increase

Executed by:

Macerich Marina Limited Partnership; Commonwealth Land Title Company; and

Lehman Brothers Realty Corporation

New Principal Amount:

\$58,000,000.00 September 4, 1997

Recording Date: Recording No:

97-1372665, Official Records

Amendment to said trust deed for a credit limit increase

Executed by:

Lehman Brothers Realty Corporation and LaSalle National Bank, as Trustee for the

Commercial Mortgage Pass-Through Certificates Series 1997-LL1

New Principal Amount:

\$(Not Set Out)

Recording Date:

December 18, 2001

Recording No:

01-2416416, Official Records

Amendment to said trust deed for a credit limit increase

Executed by:

Macerich Marina Limited Partnership; Commonwealth Land Title Company; and

Lehman Brothers Realty Corporation

New Principal Amount:

\$58,000,000.00

Recording Date:

December 18, 2001

Recording No:

01-2416417, Official Records

An agreement to assume the obligation thereof, as provided in the instrument

Executed by: Macerich Marina Limited Partnership, a California limited partnership; Villa Marina

MHRP V, LLC, a Delaware limited liability company; LaSalle Bank National Association (formerly known as LaSalle National Bank), as Trustee under that certain Pooling and Servicing Agreement dated as of October 11, 1997, for Certificateholders of Structured Asset Securities Corporation, Commercial Mortgage Pass-Through Certificate

Series 1997-LL1

Dated:

December 18, 2001

Recording No:

01-2416418, Official Records

# EXCEPTIONS (Continued)

Amendment to said trust deed for a credit limit increase

Executed by: Macerich Marina Limited Partnership, a California limited partnership; Villa Marina

MHRP V, LLC, a Delaware limited liability company; LaSalle Bank National Association (formerly known as LaSalle National Bank), as Trustee under that certain Pooling and Servicing Agreement dated as of October 11, 1997, for Certificateholders of Structured Asset Securities Corporation. Commercial Mortgage Pass-Through Certificate

Series 1997-LL1

New Principal Amount:

\$58,000,000.00

Recording Date:

December 18, 2001

Recording No:

01-2416418, Official Records

Affects:

The herein described Land and other land.

28. An instrument entitled Master Covenant and Agreement

Executed by:

RAR2 – Villa Maria Center CA SPE, Inc., a Maryland corporation

In favor of: Recording Date: City of Los Angeles January 22, 2007

Recording No:

07-0132408, Official Records

Which among other things provides: As therein provided.

07-0152-00; Official Records

Reference is hereby made to said document for full particulars.

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

Affects:

Parcel 1.

29. Matters contained in that certain document

Entitled:

Affidavit G7 – Maintenance of The Building

Executed by:

RAR2 - Villa Marina Center CA SPE, Inc. and City of Los Angeles

Recording Date:

March 1, 2007

Recording No:

20070449479, Official Records

Reference is hereby made to said document for full particulars.

Affects:

Parcel 1.

30. An instrument entitled Master Covenant and Agreement

Executed by:

RAR2 - Villa Marina Center CA SPE, Inc.

In favor of:

City of Los Angeles

Recording Date:

March 1, 2007

Recording No:

07-0449480, Official Records

Which among other things provides: As therein provided.

Reference is hereby made to said document for full particulars.

Ticor Title Company of California YOUR REFERENCE: Marina Marketplace-3 ORDER NO.: 00242503-997-BOC

# **EXCEPTIONS** (Continued)

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

Affects:

Parcel 1.

31. An instrument entitled Covenant and Agreement Regarding Maintenance of Yards for an Over-Sized Building

Executed by:

RAR2 - Villa marina Center CA SPE, Inc.

In favor of:

City of Los Angeles

Recording Date:

March 19, 2007

Recording No:

20070617822, Official Records

Which among other things provides: As therein provided.

Reference is hereby made to said document for full particulars.

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

Affects:

Parcel 1.

32. An instrument entitled Master Covenant and Agreement

Executed by:

RAR2 - Villa Marina Center CA, LLC

In favor of:

City of Los Angeles

Recording Date:

August 15, 2011

Recording No:

20111097026, Official Records

Which among other things provides: As therein provided.

Reference is hereby made to said document for full particulars.

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

Affects:

Parcel 1.

33. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled:

Memorandum of Lease

Lessor:

RAR2 - Marina Marketplace CA, LLC, a Maryland limited liability company

Lessee:

American Multi-Cinema, Inc., a Missouri corporation

Recording Date:

August 16, 2012

Recording No:

20121222406, Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

Affects:

The herein described Land and other land.

PRELIMINARY REPORT YOUR REFERENCE: Marina Marketplace-3

# **EXCEPTIONS** (Continued)

An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the 34. document

Entitled:

Memorandum of Lease

Lessor:

RAR2 -- Villa Marina Center CA, LLC, a Maryland limited liability company

Lessee:

American Multi-Cinema, Inc., a Missouri corporation

Recording Date:

March 4, 2013

Recording No:

20130326631, Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

Affects:

The herein described Land and other land.

- Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land 35. that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
- 36. Intentionally deleted.
- An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the 37. document

Entitled:

Notice of non responsibility by owner

Lessor:

RAR2-Villa Marina Center Ca

Lessee:

Pamela Bennett dba Liberty tax Service

Recording Date:

December 9, 2014

Recording No:

2014-1332262

An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the 38. document

Entitled:

Notice of non responsibility by owner

Lessor: Lessee: RAR2-Villa marina Center Ca

Recording Date:

United States Postal Service

12-24-2014

Recording No:

2014-1406117

An instrument entitled Master Covenant and Agreement 39.

Executed by:

D.J. Saunders

In favor of:

City of Los Angeles

Recording Date:

June 10, 2016

Recording No:

2016-669990

Which among other things provides: As therein provided

Reference is hereby made to said document for full particulars.

Affects this and other property.

# EXCEPTIONS (Continued)

40. An instrument entitled Master Covenant and Agreement

Executed by:

RAR-2 Villa Marina Center Ca, LLC

In favor of:

City of Los Angeles

Recording Date:

July 20, 2016

Recording No:

2016-850151

Which among other things provides: As therein provided.

Reference is hereby made to said document for full particulars.

# **END OF ITEMS**

# REQUIREMENTS SECTION

1. 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.

2. 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.

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

Name of Corporation: RAR2 -- VILLA MARINA CENTER CA SPE, INC., a Maryland corporation

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

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

4. 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: RAR2 – VILLA MARINA CENTER CA SPE, INC., a Maryland corporation

- a) A Certificate of Revivor
- b) A Certificate of Relief from Voidability
- c) 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.

# END OF REQUIREMENTS

# INFORMATIONAL NOTES SECTION

- 1. Note: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
- 2. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land, commercial property, known as 4325 Glencoe Avenue, Los Angeles, CA, to an Extended Coverage Loan Policy.

Affects:

Portion of Parcel 1.

3. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land, commercial property, known as 13400 Maxella Avenue, Los Angeles, CA, to an Extended Coverage Loan Policy.

Affects:

Parcel 2.

4. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land, commercial property, known as 4365 Glencoe Avenue, Los Angeles, CA, to an Extended Coverage Loan Policy.

Affects:

Portion of Parcel 1.

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

Tax Identification No.:

4212-004-015

Fiscal Year:

2015-2016

1st Installment:

\$205,501.67

2nd Installment:

\$205,501.67

Exemption:

Land:

\$0.00 \$15,393,652.00

Improvements:

\$18,491,029.00

Personal Property:

\$0.00

Code Area:

0000414

Affects:

Portion of Parcel 1.

PRELIMINARY REPORT
YOUR REFERENCE: Marina Marketplace-3

# INFORMATIONAL NOTES (Continued)

8. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.:

4212-004-021

Fiscal Year:

2015-2016

1st Installment:

\$135,271.89

2nd Installment:

\$135,271.88

Exemption:

\$0.00

Land:

\$16,820,674.00

Improvements:

\$5,374,927.00

Personal Property:

\$0.00

Code Area:

0000414

Affects:

Parcel 2.

9. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.:

4212-004-025

Fiscal Year:

2015-2016

1st Installment:

\$86,221.75

2nd Installment:

\$86,221.75 \$0.00

Exemption: Land:

\$10,267,738.00

Improvements:

\$3,811,474.00

Personal Property:

00,011,171.00

Code Area:

\$0.00

Code Mici

0000414

Affects:

Portion of Parcel 1.

10. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

# END OF INFORMATIONAL NOTES

Bob Taylor - OC/jh5

# FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

# Collection and Use of Information

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

# Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" 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 and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other

third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the <a href="https://doi.org/10.1001/jhigh.com/">Third Party Opt Out section below.</a>

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <a href="http://www.networkadvertising.org/">http://www.networkadvertising.org/</a>
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

## When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;

Privacy Notice Effective: January 24, 2014

- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

#### Information from Children

We do <u>not</u> collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In

Privacy Notice Effective: January 24, 2014 any case, you affirm that you are over the age of 13, as THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, builetin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

#### Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

## European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

## Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

#### **Access and Correction**

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

# Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to

disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

#### Your Consent to This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, Florida 32204 Attn: Chief Privacy Officer (888) 934-3354 privacy@fnf.com

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EFFECTIVE AS OF: JANUARY 24, 2014 LAST UPDATED: JANUARY 24, 2014

Privacy Notice Effective: January 24, 2014

# **Notice of Available Discounts**

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

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

# FNF Underwritten Title Company

TTCC - Ticor Title Company of California

## FNF Underwriter

CTIC - Chicago Title Insurance Company

## Available Discounts

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

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

# FEE REDUCTION SETTLEMENT PROGRAM (TTCC and CTIC)

Eligible customers shall receive \$20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in The People of the State of California.

# **DISASTER LOANS (CTIC)**

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

# CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)

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

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

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

CA Discount Notice Effective Date: 1-10-2010

# **Notice**

You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19,1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is the subject of your current transaction, you must inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provided the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount.

Effective through November 1, 2014

# Request for \$20.00 Discount – CA Settlement Use one form for each qualifying property.

To:		Ticor Title Company of California, 1500 Quail Street, 3rd Floor, Newport Beach, CA 92660	
Date:			
From: (name)			
Current Ad	ldress:		
		entered in a	at I am qualified for the \$20.00 discount pursuant to the coordinated stipulated judgments of the stipulated property described a cash payment or a discount from another Company on the property described.  Date:
Address of qualifying property:			
Approxima of transacti			
THIS SEC			PANY USE ONLY.
THIS SEC	] Ti	he above refer	enced party is entitled to receive a \$20.00 discount on escrow services or title insurance coordinated stipulated judgments entered in actions filed by both the Attorney General and
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## ATTACHMENT ONE (Revised 06-03-11)

# 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.
- 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:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
- 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 (02-03-10) 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;

- improvements on the Land;
- land division; and

environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

- 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.
- The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17. 3.
- - that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; a.
  - 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;
  - that result in no loss to You: or
  - 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.
- Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

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.

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

doddottote d	modin		Our	Maxin	num
			Dollar	Limit	of
		Your Deductible Amount	Liability	y	
Covered	Risk	1.00% of Policy Amount Shown in Schedule A	\$10	0,000.00	
16:		or			
		\$2,500.00			
		(whichever is less)			
Covered	Risk	1.00% of Policy Amount Shown in Schedule A	\$2:	5,000.00	
18:		or			
		\$5,000.00			
		(whichever is less)			
Covered	Risk	1.00% of Policy Amount Shown in Schedule A	\$23	5,000.00	
19:		or			
		\$5,000.00			
		(whichever is less)	_		
Covered	Risk	1.00% of Policy Amount Shown in Schedule A	\$5	5000.00	
21:		or			
		\$2,500.00			
		(whichever is less)			

# AMERICAN LAND TITLE ASSOCIATION 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:

- 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:
- \* land use
- \* improvements on the land
- \* land division
- \* environmental protection

This 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 notice of exercising the right appears in the public records
- \* on the Policy Date
- \* 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:
- \* that are created, allowed, or agreed to by you
- \* that are known to you, but not to us, on the Policy Date unless they appeared in the public records

- \* that result in no loss to you
- \* 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:
- \* to any land outside the area specifically described and referred to in Item 3 of Schedule A
  OR
- \* 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:

- (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.
- 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.
- 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 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.

# 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 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.

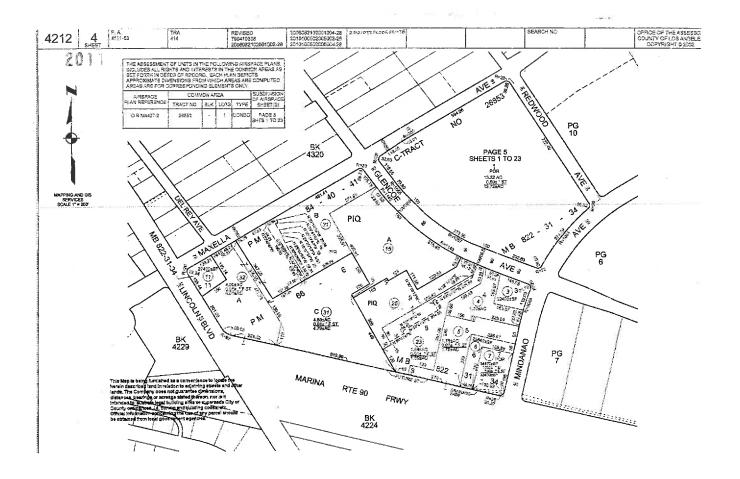
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c),13(d), 14 or 16.
- . Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, 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.





# TRANSMITTAL

TITLE OFFICER: Bob Taylor - OC ORDER NO.: 00242503-997-BOC DATE: August 18, 2016 8:42 PM

PHONE: (714) 289-6402 EMAIL: taylor@ticortitle.com FAX: (714) 289-7105

Attn: Your Ref:

PROPERTY ADDRESS: 4325 GLENCOE AVENUE, 13400 MAXELLA AVENUE, LOS ANGELES, CA

**BUYER/BORROWER:** 

Enclosed please find your Preliminary Report.

Thank you – we appreciate your business!

		ž.



# Issuing Policies of Chicago Title Insurance Company

ORDER NO.: 00242503-997-BOC

Escrow/Customer Phone: (949) 660-7272

Related Companies of California 18201 Von Karman Ave. Suite 900 Title Officer: Bob Taylor - OC Title Officer Phone: (714) 289-6402 Title Officer Fax: (714) 289-7105

Irvine, CA 92612 ATTN: Steven S. Oh

Title Officer Email: taylor@ticortitle.com

Email: steven.oh@related.com Reference No.: Marina Marketplace-3

PROPERTY:

4325 Glencoe Avenue, 13400 Maxella Avenue, Los Angeles, CA

# AMENDED PRELIMINARY REPORT

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

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

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

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

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

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

Countersigned:

Authorized Signature

Attest

Michael Gravelle, Secretary



# AMENDED PRELIMINARY REPORT

**EFFECTIVE DATE:** 

August 14, 2014 at 7:30 a.m., Amended: August 2, 2016, Amendment No. 2

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

**CLTA Standard Coverage Policy - 1990** 

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

A FEE

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

RAR2 - VILLA MARINA CENTER CA SPE, INC., a Maryland corporation

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

See Exhibit A attached hereto and made a part hereof.

# **EXHIBIT "A"**

## LEGAL DESCRIPTION

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

#### PARCEL 1:

PARCEL A OF <u>PARCEL MAP LA NO. 3391</u>, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN <u>BOOK 84</u>, <u>PAGES 40 AND 41 OF PARCEL MAPS</u>, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH LOT 9 AND THAT PORTION OF LOT 8 OF <u>TRACT NO. 26853</u>, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN <u>BOOK 822</u>, <u>PAGES 31 THROUGH 34</u>, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 9 OF SAID TRACT NO. 26853; THENCE NORTH 59° 41' 47" EAST, 50.00 FEET; THENCE NORTH 30° 18' 13" WEST 15.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 59° 41' 47" EAST 85.00 FEET; THENCE NORTH 30° 18' 13" WEST 14.42 FEET; THENCE NORTH 59° 41' 47" EAST 204.59 FEET; THENCE NORTH 30° 18' 13" WEST 54.58 FEET; THENCE NORTH 59° 41' 47" WEST 231.50 FEET; THENCE NORTH 22° 14' 51" EAST 18.09 FEET TO THAT CERTAIN CORNER OF LOTS 8 AND 9 WHICH IS SOUTH 22° 14' 51" WEST 55.60 FEET FROM THE SOUTHERLY LINE OF GLENCOE AVENUE; THENCE ALONG THE NORTHWEST LINE OF LOT 8, SOUTH 59° 41' 47" WEST 535.45 FEET; THENCE SOUTH 30° 18' 13" EST 80.00 FEET TO THE TRUE POINT OF BEGINNING.

AS SHOWN AS PARCEL 3 ON THAT CERTAIN LOT LINE ADJUSTMENT RECORDED JUNE 28, 2006, AS INSTRUMENT NO. 06-1425757, AND RE-RECORDED AUGUST 3, 2006, AS INSTRUMENT NO. 06-1722525, BOTH OF OFFICIAL RECORDS.

APN(s): 4212-004-015; 4212-004-025

#### PARCEL 2:

THAT PORTION OF PARCEL B OF <u>PARCEL MAP L.A. NO. 3391</u>, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN <u>BOOK 84</u>, <u>PAGES 40 AND 41 OF PARCEL MAPS</u>, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL A OF PARCEL MAP 3391; THENCE SOUTH 59° 41' 47" WEST, 271.95 FEET; THENCE SOUTH 30° 18' 13" EAST 225.91 FEET; THENCE SOUTH 59° 41' 47" WEST 263.89 FEET; THENCE NORTH 30° 47' 40" WEST 179.72 FEET; THENCE NORTH 28° 02' 54" WEST 57.31 FEET; THENCE NORTH 18° 07' 24" WEST 20.00 FEET; THENCE NORTH 24° 25' 12" WEST 9.51 FEET; THENCE NORTH 30° 47' 40" WEST, 53.00 FEET; THENCE NORTH 59° 41' 47" EAST, 15.00 FEET; THENCE NORTH 30° 18' 13" WEST 29.08 FEET, TO THE SOUTHEASTERLY LINE OF MAXELLA AVENUE BEING 70.00 FEET WIDE; THENCE NORTH 59° 41' 47" EAST 481.41 FEET ALONG SAID SOUTHEASTERLY LINE TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 20.00 FEET, DELTA OF 82° 18' 48"; THENCE CONTINUING THROUGH AN ARC LENGTH OF 28.73 FEET TO THE END OF SAID CURVE ALSO BEING THE SOUTHWESTERLY LINE OF GLENCOE AVENUE, BEING 90 FEET WIDE; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE SOUTH 37° 59' 23" EAST 105.78 FEET TO THE POINT OF BEGINNING.

PRELIMINARY REPORT YOUR REFERENCE: Marina Marketplace-3

# EXHIBIT A (Continued)

AS SHOWN AS PARCEL 1 ON THAT CERTAIN LOT LINE ADJUSTMENT RECORDED JUNE 28, 2006, AS <u>INSTRUMENT NO. 06-1425757</u> AND RE-RECORDED AUGUST 3, 2006, AS <u>INSTRUMENT NO. 06-1722525</u>, <u>BOTH OF OFFICIAL RECORDS.</u>

APN(s): <u>4212-004</u>-021

YOUR REFERENCE: Marina Marketplace-3

#### Ticor Title Company of California ORDER NO.: 00242503-997-BOC

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

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2016-2017.
- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) 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.
- 2. Intentionally deleted.
- Intentionally deleted.
- 4. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said Tract 26853;

Purpose:

Underground public utilities or sanitary sewers

Affects:

A portion of Parcel 1 as shown on said map No. 26853.

- 5. Intentionally deleted.
- 6. Matters contained in that certain document

Entitled:

Declaration of Covenants and Restrictions and Grant of Easements

Recording Date:

November 14, 1972

Recording No:

791, Official Records

Reference is hereby made to said document for full particulars.

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.

Modification(s) of said covenants, conditions and restrictions

Recording Date:

September 5, 1973

Recording No:

2999, Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date:

August 3, 2006

Recording No:

06-1722524, Official Records

Affects:

Parcel 1.

7. The terms and provisions contained in the document entitled "Covenant and Agreement", recorded December 5, 1972, as <u>Instrument No. 2771</u>, <u>Official Records</u>.

Affects:

Parcel 1.

8. The terms and provisions contained in the document entitled "Covenant and Agreement", recorded December 6, 1972, as <u>Instrument No. 3395</u>, <u>Official Records</u>.

PRELIMINARY REPORT YOUR REFERENCE: Marina Marketplace-3

#### EXCEPTIONS (Continued)

Affects:

Parcel 1.

- 9. The conditions contained in the deed from Barclay Hollander Curci, Inc., a California corporation, as grantor to Villa Marina Center, a California limited partnership, as grantee, recorded December 13, 1973, as <a href="Instrument No.96">Instrument No.96</a>, Official Records, that grantee and any successor in interest of grantee agrees not to develop Parcel A of <a href="Parcel Map Los Angeles No.2599">Parcel Map Los Angeles No.2599</a>, as per parcel map filed in <a href="Book 45">Book 45</a>, <a href="Page 11">Page 11</a> of <a href="Parcel Maps">Parcel Maps</a>, in the Office of the County Recorder of said County, in such a manner so that the average rate of flow of sewage generated from any development thereof together with any development on Lots 3 through 9, inclusive and Lot 11 of said <a href="Tract 26853">Tract 26853</a> will exceed 0.2208 cubic feet per second, as computed in accordance with methods utilized by the City of Los Angeles.
- 10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:

Pole lines

Recording Date:

February 15, 1974

Recording No:

3327, Official Records

Affects:

A portion of said land as more particularly described in said document.

Reference is hereby made to said document for full particulars.

Affects:

Parcel 1.

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

Purpose:

Poles, conduits and wires

Recording Date:

July 26, 1974

Recording No:

2970, Official Records

Affects:

A portion of said land as more particularly described in said document.

Reference is hereby made to said document for full particulars.

Affects:

Parcel 1.

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

Recording Date:

July 31, 1974

Recording No:

896, Official Records

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

Affects:

Portion of Parcel 1.

13. The terms and provisions contained in the document entitled "Covenant and Agreement", recorded August 6, 1976, as Instrument No. 3993, Official Records.

Affects:

Parcel 1.

YOUR REFERENCE: Marina Marketplace-3

Ticor Title Company of California ORDER NO.: 00242503-997-BOC

#### EXCEPTIONS (Continued)

14.	Easement(s) for	the purpose(s	s) shown	below and	d rights incidenta	l thereto	as set forth	in a document:
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Purpose:

Pole lines

Recording Date:

September 17, 1976

Recording No:

3625, Official Records

Affects:

A portion of said land as more particularly described in said document.

Reference is hereby made to said document for full particulars.

Affects:

Parcels 1 and 2.

15. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said <u>Parcel Map 3391</u>;

Purpose:

Sanitary sewers or public utilities

Affects:

Parcels 1 and 2 as shown on said map.

- 16. Intentionally deleted.
- 17. Matters contained in that certain document

Entitled:

Acknowledgement Regarding Ordinance No. 160.394

Recording Date:

February 29, 1988

Recording No:

88-268781, Official Records

Reference is hereby made to said document for full particulars.

Affects:

Parcel 1.

- 18. Intentionally deleted.
- 19. Matters contained in that certain document

Entitled:

Acknowledgement Regarding Ordinance No. 160.394

Recording Date:

August 15, 1988

Recording No:

88-1286472, Official Records

Reference is hereby made to said document for full particulars.

Affects:

Parcel 1.

20. The terms and provisions contained in the document entitled "Covenant and Agreement" recorded May 31, 1991, as Instrument No. 91-811784, Official Records.

Affects:

Parcel 2.

21. The terms and provisions contained in the document entitled "Covenant and Agreement", recorded May 31, 1991, as <a href="Instrument No. 91-811785">Instrument No. 91-811785</a>, Official Records.

Affects:

Parcel 2.

22. The terms and provisions contained in the document entitled "Covenant and Agreement", recorded July 22, 1991, as <a href="Instrument No. 91-1121447">Instrument No. 91-1121447</a>, Official Records.

Ticor Title Company of California ORDER NO.: 00242503-997-BOC

PRELIMINARY REPORT
YOUR REFERENCE: Marina Marketplace-3

#### EXCEPTIONS (Continued)

Affects:

Parcel 2.

23. An irrevocable offer to dedicate an easement over a portion of said Land for

To:

City of Los Angeles

Purpose(s):

Public street, road or highway

Recording Date:

July 25, 1991

Recording No:

91-1149652, Official Records

Affects:

A portion of said land as more particularly described in said document.

Affects:

Parcel 2.

24. The terms and provisions contained in the document entitled "Covenant and Agreement", recorded August 31, 1993, as Instrument No. 93-1703697, Official Records.

Affects:

Parcel 2.

The terms and provisions contained in the document entitled "Assignment of Operating Agreements", recorded December 18, 2001, as <u>Instrument No. 01-2416421</u>, <u>Official Records</u>.

Affects:

Parcels 1 and 2.

26. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated:

April 17, 1973

Lessor:

Villa Marina Center

Lessee:

Von's Grocery Co. June 29, 1973

Recording Date: Recording No:

7656, Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

Lease Amendment No. 3 dated June 12, 2005, by and between Villa Marina MHRP V, LLC, and The Vons Companies, Inc., recorded January 31, 2006, as <u>Instrument No. 06-0223613</u>, <u>Official Records</u>.

Affects:

Parcels 1 and 2.

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

Amount:

\$55,000,000.00

Dated:

March 26, 1997

Trustor/Grantor

Macerich Marina Limited Partnership, a California limited partnership

Trustee:

Commonwealth Land Title Company, a California corporation

Beneficiary:

Lehman Brothers Realty Corporation, a Delaware corporation

Recording Date:

March 26, 1997

Recording No:

97-461225, Official Records

YOUR REFERENCE: Marina Marketplace-3

Ticor Title Company of California ORDER NO.: 00242503-997-BOC

#### EXCEPTIONS (Continued)

Amendment to said trust deed for a credit limit increase

Executed by:

Macerich Marina Limited Partnership, a California limited partnership and Lehman

Brothers Realty Corporation, a Delaware corporation

New Principal Amount:

\$58,000,000.00

Recording Date:

August 7, 1997

Recording No:

97-1211080, Official Records

Amendment to said trust deed for a credit limit increase

Executed by:

Macerich Marina Limited Partnership; Commonwealth Land Title Company; and

Lehman Brothers Realty Corporation

New Principal Amount:

\$58,000,000.00

Recording Date:

September 4, 1997

Recording No:

97-1372665, Official Records

Amendment to said trust deed for a credit limit increase

Executed by:

Lehman Brothers Realty Corporation and LaSalle National Bank, as Trustee for the

Commercial Mortgage Pass-Through Certificates Series 1997-LL1

New Principal Amount:

\$(Not Set Out)

Recording Date:

December 18, 2001

Recording No:

01-2416416, Official Records

Amendment to said trust deed for a credit limit increase

Executed by:

Macerich Marina Limited Partnership; Commonwealth Land Title Company; and

Lehman Brothers Realty Corporation

New Principal Amount:

\$58,000,000.00

Recording Date:

December 18, 2001

Recording No:

01-2416417, Official Records

An agreement to assume the obligation thereof, as provided in the instrument

Executed by: Macerich Marina Limited Partnership, a California limited partnership; Villa Marina

MHRP V, LLC, a Delaware limited liability company; LaSalle Bank National Association (formerly known as LaSalle National Bank), as Trustee under that certain Pooling and Servicing Agreement dated as of October 11, 1997, for Certificateholders of Structured Asset Securities Corporation, Commercial Mortgage Pass-Through Certificate

Series 1997-LL1

Dated:

December 18, 2001

Recording No:

01-2416418, Official Records

Ticor Title Company of California ORDER NO.: 00242503-997-BOC

#### EXCEPTIONS (Continued)

Amendment to said trust deed for a credit limit increase

Macerich Marina Limited Partnership, a California limited partnership; Villa Marina MHRP V, LLC, a Delaware limited liability company; LaSalle Bank National Association (formerly known as LaSalle National Bank), as Trustee under that certain Pooling and Servicing Agreement dated as of October 11, 1997, for Certificateholders of Structured Asset Securities Corporation, Commercial Mortgage Pass-Through Certificate

Series 1997-LL1

New Principal Amount:

\$58,000,000.00 December 18, 2001

Recording Date: Recording No:

Executed by:

01-2416418, Official Records

Affects:

The herein described Land and other land.

28. An instrument entitled Master Covenant and Agreement

Executed by:

RAR2 - Villa Maria Center CA SPE, Inc., a Maryland corporation

In favor of: Recording Date: City of Los Angeles January 22, 2007

Recording No:

07-0132408, Official Records

Which among other things provides: As therein provided.

Reference is hereby made to said document for full particulars.

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

Affects:

Parcel 1.

29. Matters contained in that certain document

Entitled:

Affidavit G7 – Maintenance of The Building

Executed by:

RAR2 - Villa Marina Center CA SPE, Inc. and City of Los Angeles

Recording Date:

March 1, 2007

Recording No:

20070449479, Official Records

Reference is hereby made to said document for full particulars.

Affects:

Parcel 1.

30. An instrument entitled Master Covenant and Agreement

Executed by:

RAR2 - Villa Marina Center CA SPE, Inc.

In favor of:

City of Los Angeles

Recording Date:

March 1, 2007

Recording No:

07-0449480, Official Records

Which among other things provides: As therein provided.

Reference is hereby made to said document for full particulars.

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

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

Affects:

Parcel 1.

31. An instrument entitled Covenant and Agreement Regarding Maintenance of Yards for an Over-Sized Building

Executed by:

RAR2 - Villa marina Center CA SPE, Inc.

In favor of:

City of Los Angeles

Recording Date:

March 19, 2007

Recording No:

20070617822, Official Records

Which among other things provides: As therein provided.

Reference is hereby made to said document for full particulars.

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

Affects:

Parcel 1.

32. An instrument entitled Master Covenant and Agreement

Executed by:

RAR2 - Villa Marina Center CA, LLC

In favor of:

City of Los Angeles

Recording Date:

August 15, 2011

Recording No:

20111097026, Official Records

Which among other things provides: As therein provided.

Reference is hereby made to said document for full particulars.

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

Affects:

Parcel 1.

33. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled:

Memorandum of Lease

Lessor:

RAR2 - Marina Marketplace CA, LLC, a Maryland limited liability company

Lessee:

American Multi-Cinema, Inc., a Missouri corporation

Recording Date:

August 16, 2012

Recording No:

20121222406, Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

Affects:

The herein described Land and other land.

PRELIMINARY REPORT YOUR REFERENCE: Marina Marketplace-3

Ticor Title Company of California ORDER NO.: 00242503-997-BOC

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

34. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled:

Memorandum of Lease

Lessor:

RAR2 - Villa Marina Center CA, LLC, a Maryland limited liability company

Lessee:

American Multi-Cinema, Inc., a Missouri corporation

Recording Date:

March 4, 2013

Recording No:

20130326631, Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

Affects:

The herein described Land and other land.

- 35. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
- 36. Intentionally deleted.
- 37. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled:

Notice of non responsibility by owner

Lessor:

RAR2-Villa Marina Center Ca

Lessee:

Pamela Bennett dba Liberty tax Service

Recording Date:

December 9, 2014

Recording No:

2014-1332262

38. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled:

Notice of non responsibility by owner

Lessor: Lessee: RAR2-Villa marina Center Ca

Recording Date:

United States Postal Service

12-24-2014

Recording No:

2014-1406117

39. An instrument entitled Master Covenant and Agreement

Executed by:

D.J. Saunders

In favor of:

City of Los Angeles

Recording Date:

June 10, 2016

Recording No:

2016-669990

Which among other things provides: As therein provided

Reference is hereby made to said document for full particulars.

Affects this and other property.

Ticor Title Company of California ORDER NO.: 00242503-997-BOC

#### EXCEPTIONS (Continued)

40. An instrument entitled Master Covenant and Agreement

Executed by:

RAR-2 Villa Marina Center Ca, LLC

In favor of:

City of Los Angeles

Recording Date:

July 20, 2016

Recording No:

2016-850151

Which among other things provides: As therein provided.

Reference is hereby made to said document for full particulars.

#### **END OF ITEMS**

#### Ticor Title Company of California ORDER NO.: 00242503-997-BOC

#### REQUIREMENTS SECTION

1. 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.

2. 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.

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

Name of Corporation: RAR2 – VILLA MARINA CENTER CA SPE, INC., a Maryland corporation

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

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 assurance predicated upon a conveyance or encumbrance by the suspended corporation or LLC named below:

Name of Corporation or LLC: RAR2 – VILLA MARINA CENTER CA SPE, INC., a Maryland corporation

- a) A Certificate of Revivor
- b) A Certificate of Relief from Voidability
- c) 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.

#### **END OF REQUIREMENTS**

#### INFORMATIONAL NOTES SECTION

- 1. Note: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
- 2. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land, commercial property, known as 4325 Glencoe Avenue, Los Angeles, CA, to an Extended Coverage Loan Policy.

Affects:

Portion of Parcel 1.

3. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land, commercial property, known as 13400 Maxella Avenue, Los Angeles, CA, to an Extended Coverage Loan Policy.

Affects:

Parcel 2.

4. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land, commercial property, known as 4365 Glencoe Avenue, Los Angeles, CA, to an Extended Coverage Loan Policy.

Affects:

Portion of Parcel 1.

- Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
- 6. Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- 7. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.:

4212-004-015

Fiscal Year:

2015-2016

1st Installment:

\$205,501.67

2nd Installment:

\$205,501.67

Exemption: Land:

\$15,393,652.00

Improvements:

\$18,491,029.00

Personal Property:

\$0.00

Code Area:

0000414

\$0.00

Affects:

Portion of Parcel 1.

PRELIMINARY REPORT YOUR REFERENCE: Marina Marketplace-3

#### INFORMATIONAL NOTES (Continued)

8. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.:

4212-004-021

Fiscal Year:

2015-2016

1st Installment:

\$135,271.89

2nd Installment:

\$135,271.88

Exemption:

\$0.00

Land:

\$16,820,674.00

Improvements:

\$5,374,927.00

Personal Property: Code Area: \$0.00 0000414

0040 : 110

Affects:

Parcel 2.

9. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.:

4212-004-025

Fiscal Year:

2015-2016

1st Installment:

\$86,221.75

2nd Installment:

\$86,221.75

Exemption:

\$0.00

Land:

\$10,267,738.00

Improvements:

\$3,811,474.00

Personal Property:

\$0.00

Code Area:

0000414

Affects:

Portion of Parcel 1.

10. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

#### END OF INFORMATIONAL NOTES

Bob Taylor - OC/jh5

#### FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

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The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

#### Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" 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 and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other

third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the <a href="Third Party Opt Out">Third Party Opt Out</a> section below.

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Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <a href="http://www.networkadvertising.org/">http://www.networkadvertising.org/</a>
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

#### When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

 To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;

Privacy Notice Effective: January 24, 2014

- To third-party contractors or service providers who provide services or perform marketing services or other functions on our hehalf:
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

#### Information from Children

We do <u>not</u> collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In

Privacy Notice Effective: January 24, 2014 any case, you affirm that you are over the age of 13, as THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, builetin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

#### Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

#### European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

#### Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

#### Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

#### Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to

disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

#### Your Consent to This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, Florida 32204 Attn: Chief Privacy Officer (888) 934-3354 privacy@finf.com

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EFFECTIVE AS OF: JANUARY 24, 2014 LAST UPDATED: JANUARY 24, 2014

Privacy Notice Effective: January 24, 2014

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

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

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

#### FNF Underwritten Title Company

TTCC - Ticor Title Company of California

#### **FNF Underwriter**

CTIC - Chicago Title Insurance Company

#### **Available Discounts**

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

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

#### FEE REDUCTION SETTLEMENT PROGRAM (TTCC and CTIC)

Eligible customers shall receive \$20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in The People of the State of California.

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

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

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

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

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

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

CA Discount Notice Effective Date: 1-10-2010

#### **Notice**

You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19,1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is the subject of your current transaction, you must inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provided the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount.

Effective through November 1, 2014

### Request for \$20.00 Discount – CA Settlement Use one form for each qualifying property.

То:	Ticor	Title Company of California, 1500 Quail Street, 3rd Floor, Newport Beach, CA 92660
Date:		
From: (name)		
Current Addres	38:	
	entere	
Address of qualifying property:		
Approximate d of transaction	late	
THIS SECTION	The above pursuant t	COMPANY USE ONLY.  e referenced party is entitled to receive a \$20.00 discount on escrow services or title insurance to the coordinated stipulated judgments entered in actions filed by both the Attorney General and ass action plaintiffs.
OF	2	
	stipulated	re referenced party does NOT qualify for the \$20.00 discount pursuant to the coordinated judgments entered in actions filed by both the Attorney General and private class action for the following reason:
	□ 1	The party has previously received credit for the transaction described above.
		The transaction described above did not occur in the time period allowed by the stipulated udgments—May 19, 1995 to November 1, 2002.
Fax this respo	nse to:	
Esci	row No.:	
Escr	row Officer:	
Fax	Number:	

#### ATTACHMENT ONE (Revised 06-03-11)

#### 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:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
- 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 (02-03-10) 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;
- land division; and
- environmental protection. f.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

- 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.
- - that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; a.
  - 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;
  - that result in no loss to You; or
  - 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.
- Failure to pay value for Your Title.
- Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - in streets, alleys, or waterways that touch the Land. b.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

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.

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

deddelible d	arro a rra	CHICATOR CONTROL TO THE CONTROL OF T	Our	Maxin	num
			Dollar	Limit	of
		Your Deductible Amount	Liability	•	
Covered	Risk	1.00% of Policy Amount Shown in Schedule A	\$10	,000.00	
16:		or			
		\$2,500.00			
		(whichever is less)	_		
Covered	Risk	1.00% of Policy Amount Shown in Schedule A	\$25	,000.00	
18:		or			
		\$5,000.00			
		(whichever is less)			
Covered	Risk	1.00% of Policy Amount Shown in Schedule A	\$25	,000.00	
19:		or			
		\$5,000.00			
		(whichever is less)	0.5	000.00	
Covered	Risk	1.00% of Policy Amount Shown in Schedule A	85	00.000	
21:		or			
		\$2,500.00			
		(whichever is less)			

#### AMERICAN LAND TITLE ASSOCIATION **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:

- 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:
- \* land use
- \* improvements on the land
- \* land division
- \* environmental protection

This 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 notice of exercising the right appears in the public records
- \* on the Policy Date
- \* 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:
- \* that are created, allowed, or agreed to by you
- \* that are known to you, but not to us, on the Policy Date unless they appeared in the public records

\* that result in no loss to you

\* 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

Failure to pay value for your title.

- 5. Lack of a right:
- \* to any land outside the area specifically described and referred to in Item 3 of Schedule A
- \* 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:

(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.

. 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.
- 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.

 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

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

- (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.

- 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.

#### 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 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;

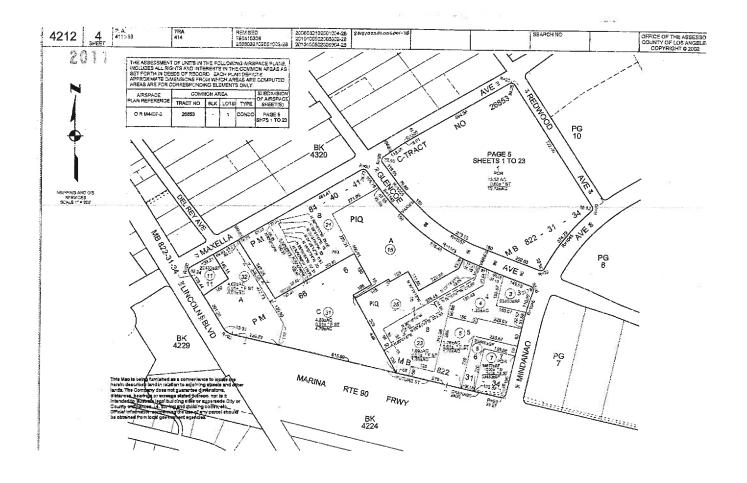
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(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.





1500 Quail Street, 3rd Floor Newport Beach, CA 92660 Phone: (714) 289-3300

#### **TRANSMITTAL**

TITLE OFFICER: Bob Taylor - OC ORDER NO.: 00242503-997-BOC DATE: August 18, 2016 8:42 PM

PHONE: (714) 289-6402 EMAIL: taylor@ticortitle.com FAX: (714) 289-7105

Attn:

Your Ref:

PROPERTY ADDRESS: 4325 GLENCOE AVENUE, 13400 MAXELLA AVENUE, LOS ANGELES, CA

**BUYER/BORROWER:** 

Enclosed please find your Preliminary Report.

Thank you – we appreciate your business!

		>

#### CITY OF LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY BUILDING DIVISION

### Application for the Erection of a Building

MDOD 81	First: That the p	ermit does not gran	t any right or privile	rge to erect any bull	ding or other structur	re therein described,	e office of the Superia- opplication is unade sub- tering into the exercise or any portion thereof, or any portion thereof, perty described in auch
Lot N	10 LO Sty12	f 5	Part	of h	016	73/30	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Tract	Ho	llywo	od T	ract		*************	
Locat	tion of Build	ling/6 <i>24</i>	26 M	//COX	AVE	<b>9</b>	Approved by City Engineer
Betw	een what cr	ross streets	4 dily	wood	4 Sola	na	Depaty.
USE	INK OR II	NDELIBLE PE	NCIL				17
1.	Purpose of		510) re, Residence, Apartm	CS py House, Hotel, cr a	ny other purpose)	Families	Rooms.
2.	Owner (Print	Name) . J. M. J. M.	ller L	Dros	10	Ph	one
3.	Owner's add	dress. 55	04 /4	11940	04 13/	*******************	********
4.	Certificated	Architect	None	2	State License No	Pho	eneene
5.	Licensed Er	igineer.C.O.	m = 1	nackej	State License No	3701 Ph	one GR8048
6.	Contractor.	Hom	ce Shi	dlen	State License No.2	7/508 Ph	HO2271
7.	Contractor's	s address <i>S</i> .	504 1	follow	ood BI		00
8.	VALUATIO	N OF PROPO	SED WORK	Including all labor including, heating, ve ing, fire aprinkler, e lequipment therein o	and uniterial and all initiating, water supp destrical wiring and/ r thereon.	permanent ly, plumb- or elevator \$	300. Te
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1835-40 No. Wilcox Ave.
Los Angelas, California
20492
1945

Type V 40 x 80 Addition to Stores G Occupancy 1 Story

Date Certificate Issued: Address of Building Owner's Address Owner Permit Number Taller Holding & In-6390 Suncet Blade 1636 ... 1cox ... 200 Les fingoles.

CITY OF LOS ANGELES DEPARTMENT BUILDING AND SAFETY

# CERTIFICATE OF OCCUPANCY

This certifies that, so far as ascertained by or made known to the undersigned, the building at the above address complies with the applicable requirements of the Municipal Code, as follows: Chapter 1, as to permitted uses of said property; Chapter 9, Articles 1, 3, 4, and 5; and with the applicable requirements of the State Housing Act, for the following occupancies:

1 Story, Typo V- addition to store- 50 x 85, G occ.

must be approved by the Department of Building and Safety. NOTE: Any change of use or occupancy

G. E. MORRIS Superintendent of Building

By

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CERTIFICATE OF OCCUPANCY BUILDING AND SAFETY Date Certificate Issued: 1640 N. Wilcox Ave. Owner's Seme, Adress Anthony Pecarros Permit

OFT OF LOS ANGELS

This certifies that the building located at the above address complies with the construction requirements of the Los Angeles Building Code, and of the State Housing Act where applicable, for the following occupancies:

9x8 Lunch Stand - Moved. G-1 Occupancy.

NOTE: Any change of use or occupancy must be approved by the Department of Building and Safety.

By G. B. Miller Superintendent of Building G. E. MORRIS

CERTIFICATE OF OCCUPANCY 1640 North W11cgx, Ayeng Angeles Address of Building



This certifies that, so far as ascertained by or made known to the undersigned, the building at the above address complies with the applicable requirements of the Municipal Code, as follows: Ch. 1, as to permitted uses, Ch. 9, Arts. 1, 3, 4, and 5; and with applicable requirements of the Municipal Code, as follows: Ch. 1, as to permitted uses, Ch. 9, Arts. 1, 3, 4, and 5; and with applicable requirements of the Municipal Code, as follows: Ch. 1, as to permitted uses, Ch. 9, Arts. 1, 3, 4, and 5; and with applicable requirements of State Housing Law—for following occupancies: Any change of use or occupancy must be approved by the Department of Building and Safety.

11-30-70

**Issued** 

IA 13434/70 Permit No. and Year

One story type V, 82° X 17° change of occupancy from Beer Tavern G-2 occupancy to retail store G-1 occupancy.

Owner's Address Owner

Los Angeles, California J. M. Sieroty 849 South Broadway

78 D. MILLER

ł

Form B-95b--6M Sels---8-70 (C-10)

Address of Building

1640 N. Wilcox Ave.

CITY OF LOS ANGELES





This certifies that, so far as excertained by or made known to the undersigned, the building at above address complies with the applicable requirements of the Municipal Code, as follows: Ch. 1, as to permitted uses; Ch. 9, Arts. 1, 3, 4, and 5; and with applicable requirements of State Housing Act,—for following occupancies: Any change of use or occupancy must be approved by the Department of Building and Safety,

12-5-62 Ssued

Permit No. and Year

I.M 22123 - 62

existing 1 story, typeV, 20' x 84' beer tavern converted from a portion of an commercial building. occupancy 651 x 841

Owner

Owner's Address

1640 N. Wilcox Ave. Morris Greestein

Los Angeles 28, Calif.

Form B-950-21 Sets-8-61 (C-10)

J. C. MONNING, Superintendent of Building—By... K. M. HULL.





#### DEPARTMENT OF BUILDING AND SAFETY

## APPLICATION TO ALTER, REPAIR, MOVE OR DEMOLISH

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#### PLANS, SPECIFICATIONS, and other data must be filed if required.

#### **NEW CONSTRUCTION**

18. Size of Additionx_	Size of Lot	Number of Stories when complete
M. Type of Roofing		
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#### CITY OF LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY BUILDING DIVISION

### Application for the Erection of a Building

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301	adeat	Application is here of Building, for a the fellowing condi	by made to the Boar building permit in a tions, which are here	d of Building and Si accordance with the	description and for ti undersigned applicant	he purpose hereinafter and which shall be de	e set forth. This a excel conditions co	e office of the Superin- pplication is made sub- itering into the exercise	
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Address of 6434 Hollywood Blvd. Building

# CERTIFICATE OF OCCUPANCY

This certifies that, so far as ascertained by or made known to the undersigned, the building at the above address compiles with the applicable requirements of the Municipal Code, as follows: Ch. 1, as to permitted uses, Ch. 9, Arts. 1, 3, 4, and 5; and with applicable requirements of State Housing Law — for following occupancies: NOTE: Any change of use or occupancy must be approved by the Department of Building and Safety.

Permit No. and Year LA 81146/84 & LA 70406/83 2-2-84

1 story, type IIIB, 27'x95', portion of building converted to a retail store. No change in parking. Gl Occupancy.

Owner's 6434 Hollywood Blvd. Address Los Angeles, CA

BY W. MCCLIVE/kc

Form B-95b

Address of 643

6434 Hollywood Blvd.

# CERTIFICATE OF OCCUPANCY

This certifies that, so far as ascertained by or made known to the undersigned, the building at the above address complies with the applicable requirements of the Municipal Code, as follows: Ch. 1, as to permitted uses, Ch. 9, Arts. 1, 3, 4, and 5; and with applicable requirements of State Housing Law—for following occupancies: Any change of use or occupancy must be approved by the Department of Building and Safety.

Issued

10/19/76

Permit No. and Year

LA 18972/75

Change of occupancy of an existing 1 story, type IIIB 39' x 130" retail store G-1 to restaurant G-2, B-2. 84 maximum occupants. B/F #753738.

-Owner Larry Worchell Owner's 11755 El Cerro Lane Address Studio City, California ielasizzesseesetze W. C. LAU:jh

Form B-95b

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PLANS AND SPECIFICATIONS and other data must also be field

#### CITY OF LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY BUILDING DIVISION

#### Application for the Erection of Buildings

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#### FOR DEPARTMENT USE ONLY

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#### CITY OF LOS ANGELES

#### DEPARTMENT OF BUILDING AND SAFETY BUILDING DIVISION

#### Application for the Erection of Buildings

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#### FOR DEPARTMENT USE ONLY

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ORD. 33761 (N. S.)	O.K.
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Addresses of Buildings

6440 Hollywood Blvd.

# Certificate of Oecupancy CITY OF LOS ANGELES



This certififies that, so far as ascertained by or made known to the undersigned, the building at the above address complies with the applicable requirements of the Municipal Code, as follows: Ch. 1, as to permitted uses; Ch. 9, Arts. 1, 3, 4, and 5; and with applicable requirements of State: #idousing Act—for following occupancies: Any change of use or occupancy must be approved by the Department of Building and Safety.

3-31-64 ≲penss

Permit No. and Year

LA 56801 - 64

2 story, type III-B, 20' x 70' candy store. G-2 occupancy.

Owner'r's Addresss Owner =

See's Candy Shops, 3431 S. La Cienega Los Angeles, Calif