



Los Angeles County
Department of Regional Planning



Planning for the Challenges Ahead

LAND DIVISION APPLICATION

PLEASE READ INSTRUCTIONS CAREFULLY. The following information is necessary for all applications. Refer to the Land Division Application Checklist for a list of additional materials required for submittal. Failure to provide accurate and complete information and materials will delay review. Applications must be submitted in person by appointment only. Call (213) 974-6433 to schedule an appointment. Incomplete applications will not be accepted.

THIS SECTION - STAFF USE ONLY

Project No. _____ Permit No(s): _____

Map No. _____

CE? Y N CLASS: _____

ESHA / SEA? Y N ESHA / SEA: _____

CSD / TOD? Y N CSD / TOD: _____

Supv Dist: 1 2 3 Zoned _____

4 5 District(s): _____

Coastal? Y N Housing Permit? Y N Vesting? Y N Date: _____

Zone(s): _____ Plan: _____

1. Subject Property (Sujeto Propiedad)

ASSESSOR'S PARCEL NUMBER(s):

7480-040-13,25,26

SUBJECT PROPERTY ADDRESS OR SITE LOCATION:

1 Big Fisherman Cove, Avalon, CA 90704

2. Project Description (Descripción del Proyecto) Attach additional sheets if necessary.

A proposed 8 parcel subdivision on Catalina Island

3. Owner(s) (Dueño/a Registrado)

NAME: Santa Catalina Island Company (& USC - see 4.)		PHONE: _____
ADDRESS: 150 Metropole Avenue		FAX: _____
CITY / STATE: Avalon, CA	ZIP: 90704	E-MAIL: _____

4. Subdivider (Solicitante) If different from owner

NAME: University of Southern California		PHONE: 213-740-5467
ADDRESS: 3335 S. Figueroa St., Unit G		FAX: _____
CITY / STATE: Los Angeles, CA	ZIP: 90089	E-MAIL: brian.league@usc.edu

5. Contact (Contacto)

Who should be contacted regarding this project: Owner Subdivider Contact listed below

NAME: John Olivier (Fusco Engineering)		PHONE: 949-474-1960
ADDRESS: 16795 Von Karman Ave., Suite 100		FAX: 949-474-5315
CITY / STATE: Irvine, CA	ZIP: 92606	E-MAIL: jolivier@fuscoe.com

THIS SECTION- STAFF USE ONLY

Full SCM Reports only SCM Date: _____ Map Date: _____ One-Stop Date: _____

Initial Revision No. 1 2 3 4 5

Deemed Complete: No Yes, date _____

6. Project Table (Tabla del Proyecto)

Use Type	Number of Lots	Number of Units	Acreage	Ownership Type (For condos, indicate new/conversion, attached/detached.)
<input type="checkbox"/> Single-family				
<input type="checkbox"/> Multi-family				
<input type="checkbox"/> Commercial				
<input type="checkbox"/> Industrial				
<input type="checkbox"/> Open Space		N/A		
<input type="checkbox"/> Park Lot		N/A		
<input type="checkbox"/> Public Facility		N/A		
<input type="checkbox"/> Water Tank		N/A		
<input checked="" type="checkbox"/> Other	8	N/A	107.5	
<input type="checkbox"/> Other				
TOTAL				
<input type="checkbox"/> Remainder Lot		N/A		

7. Entitlements (Derechos Solicitados) Select the entitlement(s) associated with the Land Division

1. PLAN AMENDMENT: Area 1: From _____ To _____ Acres
 Area 2: From _____ To _____ Acres
 Area 3: From _____ To _____ Acres

2. ZONE CHANGE: Area 1: From _____ To _____ Acres
 Area 2: From _____ To _____ Acres
 Area 3: From _____ To _____ Acres

3. CONDITIONAL USE PERMIT:
 Check all uses requested and include within the CUP burden of proof.

HILLSIDE MANAGEMENT	<input type="checkbox"/> NON-URBAN	<input type="checkbox"/> URBAN
ON-SITE GRADING	<input type="checkbox"/> EXCEEDING 100,000 CUBIC YARDS	<input type="checkbox"/> EXPORT EXCEEDING
ZONING RELATED	<input type="checkbox"/> RESIDENTIAL PLANNED DEVELOPMENT	<input type="checkbox"/> DEVELOPMENT PROGRAM ZONE
	<input type="checkbox"/> DENSITY-CONTROLLED DEVELOPMENT	<input checked="" type="checkbox"/> SIGNIFICANT ECOLOGICAL AREA (SEA)

OFF-SITE SOLID FILL (SEPARATE CUP REQUIRED)
 Specify amount of cubic yards included in this request: Cut: _____ Fill: _____ Import: _____ Export: _____

OTHER CUP:

4. OAK TREE PERMIT:
 Encroachment of _____ oak trees (_____ heritage oaks). Removal of _____ oak trees (_____ heritage oaks).

5. PARKING PERMIT:

6. SHARED WATER WELL:

7. HOUSING PERMIT:
 Administrative Discretionary

8. YARD MODIFICATION:

9. CSD MODIFICATION:

10. VARIANCE:

11. OTHER ENTITLEMENTS: Coastal Development Permit

12. OTHER ENTITLEMENTS:

8. Previous and Pending Cases (Solicitudes anteriores o pendiente)

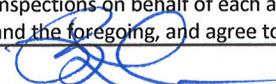
9. Project and Property Data (Datos del proyecto y propiedad)

List existing Use(s), Structure(s), walls/fences with height. Indicate whether these are to be removed or to remain. Existing USC Wrigley Institute. All structures to remain.	Cubic yards of grading proposed: Cut: _____ Fill: _____ Import: _____ Export: _____ <input type="checkbox"/> Balanced on-site <input checked="" type="checkbox"/> No Grading proposed
Are there slopes of 25% or more within the project site? <input checked="" type="checkbox"/> Yes (Slope Density Exhibit required) <input type="checkbox"/> No	Water Source: <input checked="" type="checkbox"/> Public Water (source name) <u>So. California Edison</u> <input type="checkbox"/> Private Well <input type="checkbox"/> Private Shared Well (Shared Water Well application required)
Are retaining walls proposed? <input type="checkbox"/> Yes (wall cross-sections and heights required) <input checked="" type="checkbox"/> No	Waste Disposal: <input type="checkbox"/> Public Sewer <input type="checkbox"/> Private Septic <input checked="" type="checkbox"/> Treatment Facility

10. Owner / Applicant Certification (Certificación del Dueño/Solicitante)

By my signature below, I hereby certify the following:

- I understand that the BURDEN OF PROOF is on the applicant to substantiate the request.
- I understand there is no guarantee - expressed or implied - that any permit will be granted. I understand that each project must be carefully evaluated and after the evaluation has been conducted or the public hearing has been held, that staff's recommendation or decision may be revised to a different position.
- I understand that planning staff is not permitted to assist the applicant or opponents of the applicant in preparing arguments for or against a request.
- I understand that the environmental review associated with the submittal of this application is preliminary, and that after further evaluation, additional information, reports, studies, applications or fees may be required.
- I understand that submitting inaccurate or incomplete information may result in delays or denial of my application.
- I certify that the information provided in this application, including attachments, is accurate and correct to the best of my knowledge.
- I understand that if my application is denied, there is no refund of fees paid. Unused funds remaining within deposit accounts will be refunded upon written request.
- The fees required to be paid with this application submittal may not reflect the total fees required. You may be required to pay additional fees. You will be notified if additional fees are required. If you fail to pay fees as they are due, your application may be delayed and/or denied.
- I understand that all materials I submit to the Department of Regional Planning ("Department") in connection with my application may become public record subject to inspection and copying by members of the public. By filing an application, I acknowledge that I understand that the public may inspect and copy these materials and the information contained therein, and that some or all of the materials may be posted on the Department's website. For any materials that may be subject to copyright protection, or which may be subject to sections 5500.1 and 5536.4 of the California Business and Professions Code, by submitting such materials to the Department I represent that you have the authority to grant, and are granting, the Department permission to make the materials available to the public for inspection and copying, whether in hardcopy or electronic format.
- I understand that by signing this application, I consent and expressly allow, authorize, and permit the County of Los Angeles, its departments, agents, and employees (collectively, "County"), to enter upon and inspect the subject property(ies) identified herein, with or without prior notice, for the purposes of inspecting, photographing, and/or processing this application. No additional permission or consent to enter upon the property(ies) is necessary or shall be required. By signing this application, I further certify and warrant that I am authorized to, and hereby do, consent and allow such inspections on behalf of each and all owners of the property(ies) identified herein.
- I have read and understand the foregoing, and agree to the submittal of this application.

SIGNATURE (BLUE INK):  DATE: 8/7/2015
 PRINT NAME: **Brian League** CHECK ONE: Owner Subdivider

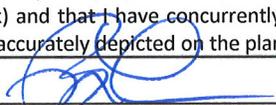
11. Oak Tree Certification (Certificación de Árboles Robles) (Pursuant to Chapter 22.56, Pt. 16)

Check only one box below:

By my signature below, I certify that there are no protected oak trees located on the subject property or located within 50 ft. of the proposed project site.

By my signature below, I certify that project activity will not occur within the protected zone of an oak tree (five ft. of the drip line canopy or within 15 ft. of any oak tree trunk, whichever distance is greater). This applies to on and off-site oak trees. All oak tree dimensions, including trunk diameter and canopy, are accurately depicted on the plans and are drawn to an acceptable scale.

By my signature below, I certify that project activity will occur within the protected zone of an oak tree (five ft. of the drip line canopy or within 15 ft. of an oak tree trunk) and that I have concurrently submitted an Oak Tree Permit application. All oak tree dimensions, including trunk diameter and canopy, are accurately depicted on the plans and drawn to an acceptable scale.

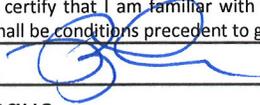
SIGNATURE (BLUE INK):  DATE: 8/7/2015
 PRINT NAME: **Brian League** CHECK ONE: Owner Subdivider

12. Lobbyist Statement (Información de un Grupo de Presión)

The Los Angeles County Lobbyist Ordinance, effective May 7, 1993, requires certification that each person who applies for a County permit is familiar with the requirements or Ordinance No. 93-0031 (Lobbyist Ordinance), and that all persons acting on behalf of the applicant have complied and will continue to comply with the requirements of said Ordinance through the application process.

By my signature below, I hereby certify that I am familiar with the requirements of Ordinance No. 93-0031 and understand that making such a certification, and compliance with this ordinance, shall be conditions precedent to granting the permit requested, license, contract or franchise.

SIGNATURE (BLUE INK):



DATE:

8/7/2015

PRINT NAME: Brian League

CHECK ONE:

Owner

Subdivider

Contact

LOBBYIST PERMIT NO., IF APPLICABLE:

Owner: Santa Catalina Company, a corporation
APN: Por. 7480-040-013 & Por. 7480-040-025

THAT PORTION OF SANTA CATALINA ISLAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS GRANTED TO JOSE MARIA COVARRUBIAS BY PATENT DATED APRIL 10, 1867 AND RECORDED IN BOOK 1, PAGES 81 ET SEQ. OF PATENTS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION BEING A PART OF LOTS 85 AND 86 OF L.A.C.A. MAP NO. 59 AS PER MAP RECORDED IN BOOK 1, PAGE 7, OF ASSESSOR'S MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

Owner: University of Southern California, a corporation; University of Southern California a nonprofit corporation
APN: 7480-040-026

THAT PORTION OF SANTA CATALINA ISLAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS GRANTED TO JOSE MARIA COVARRUBIAS BY PATENT DATED APRIL 10, 1867 AND RECORDED IN BOOK 1, PAGES 81 ET SEQ. OF PATENTS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION BEING A PART OF LOT 86 OF L.A.C.A. MAP NO. 59 AS PER MAP RECORDED IN BOOK 1, PAGE 7, OF ASSESSOR'S MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, AND BEING ALL OF THE LAND DESCRIBED IN THOSE CERTAIN DEEDS OF GIFTS RECORDED MARCH 19, 1965 AS INSTRUMENT NO. 313 AND RECORDED FEBRUARY 7, 1972 AS INSTRUMENT NO. 3101, BOTH OF OFFICIAL RECORDS OF SAID COUNTY.



Fidelity National Title Company

PRELIMINARY REPORT

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

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

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

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a California 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 by:

Authorized Signature



BY

President

ATTEST

Secretary

Authorized Signature



Fidelity National Title Company

1300 Dove Street, Suite 310, Newport Beach, CA 92660

Phone: (949) 622-5000 • Fax: (949) 477-6813

PRELIMINARY REPORT

Title Officer: Trent Cornell (MA)

Order No.: 997-23015721-TC1

TO:

University of Southern California
3335 South Figueroa Street, Suite G
Los Angeles, CA 90089

ATTN: **David Aghaei**
YOUR REFERENCE:

PROPERTY ADDRESS: Vacant Land, Los Angeles, CA

EFFECTIVE DATE: September 24, 2012 at 7:30 a.m.

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

CLTA Std. Owner's

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 VESTED IN:

SANTA CATALINA ISLAND COMPANY, a corporation, subject to Item No. 25.

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

See Exhibit A attached hereto and made a part hereof.

rb2/rt 10/12/12

LEGAL DESCRIPTION

EXHIBIT "A"

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

PARCEL 85, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON LOS ANGELES COUNTY ASSESSOR'S MAP NO. 59, RECORDED IN BOOK 1, PAGE 7 OF ASSESSOR'S MAPS AND RECORDED IN BOOK 30745, PAGE 66, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

A PORTION OF THE SEAWARD BOUNDARY AS DESCRIBED IN THE "SANTA CATALINA BOUNDARY LINE AGREEMENT", RECORDED DECEMBER 29, 1989 AS INSTRUMENT NO. 89-2098766.

APN: 7480-040-013

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

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2012-2013.

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 0005712
Tax Identification No.: 7480-040-013
Fiscal Year: 2012-2013
1st Installment: \$1,867.62, OPEN
2nd Installment: \$1,867.62, OPEN
Land: \$271,309.00
Improvements: \$16,568.00

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation Code of the State of California.

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

5. The right of the United States of America to select 20 acres for Light House purposes at the Harbor of Santa Catalina, with the right of way to and from the same, as reserved in the Patent from the United States of America, recorded in [Book 1, Page 81](#), of Patents, Records of Los Angeles County.

6. Matters disclosed by a Record of Survey filed September 16, 1987 in Book 4, Page 49, of Record of Surveys, in the Office of the County Recorder of said County, and by a Record of Survey filed October 28, 1897 in [Book 5, Page 5](#) of said Record of Surveys, relating to the location of a portion of the boundaries of said land.

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

Granted to: Southern California Edison Company, a corporation
(No representation is made as to the present ownership of said easement)
Purpose: Existing springs, wells, supply mains, meters, pumping and chlorinating structures and equipment, storage tanks, transmission and distribution mains
Recording Date: November 30, 1962
Recording No: [6494](#), Official Records
Affects: A portion of said land as therein described.

Reference is hereby made to said document for full particulars.

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

Granted to: Southern California Edison Company, a corporation
(No representation is made as to the present ownership of said easement)
Purpose: The transmission and distribution of electric energy for light, heat, power and/or other uses
Recording Date: November 30, 1962
Recording No: [6495](#), Official Records
Affects: A portion of said land as therein described.

Reference is hereby made to said document for full particulars.

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

Granted to: Southern California Edison Company, a corporation
(No representation is made as to the present ownership of said easement)
Purpose: Water reservoirs, dams and any and all other works necessary or convenient for storing and diverting water in, on and over the locations specified
Recording Date: November 30, 1962
Recording No: [6496](#), Official Records
Affects: A portion of said land as therein described.

Reference is hereby made to said document for full particulars.

10. The effect of a Corporation Grant Deed

From: Santa Catalina Island Company, a corporation
To: Southern California Edison Company, a corporation
Dated: November 29, 1962
Recording Date: November 30, 1962
Recording No.: [6497](#), Official Records

11. 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 laws, as set forth in the document referred to in the numbered item last above shown.

12. The effect of a Memorandum of Agreement

From: Southern California Edison Company and Santa Catalina Island Company
Dated: May 1, 1962
Recording Date: February 18, 1975
Recording No.: [2918](#), Official Records

Which among other things provides: As stated therein.

13. The effect of a Notice Pursuant to California Civil Code

From: Santa Catalina Island Conservancy
Dated: March 3, 1980
Recording Date: March 17, 1980
Recording No.: [80-269966](#), Official Records

Which among other things provides: The right of the public or any person to make any use whatsoever of the land described on Exhibit "A" attached hereto is by permission and subject to control of owner.

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

Dated: December 30, 1981
Lessor: The State of California
Lessee: Santa Catalina Island Company and Santa Catalina Island Conservancy
Recording Date: December 31, 1981
Recording No: [81-1282306](#), Official Records
Affects: Portions of Santa Catalina Island as described therein.

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

15. A Covenant and Agreement

Executed by: Santa Catalina Island Co. and Connelly-Pacific Co.
In favor of: County of Los Angeles
Recording Date: May 29, 1987
Recording No: [87-849890](#), Official Records

Which among other things provides: This property is subject to Reclamation Plan No. 86137-4 requiring, together with other conditions, the completion of a reclamation program prior to the use of the property, except as specifically provided in such reclamation plan/

Reference is hereby made to said document for full particulars.

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

Reserved by: Santa Catalina Island Company, a Delaware corporation
Purpose: Easements and Rights of way for ingress and egress
Recording Date: February 18, 1975
Recording No: [2919](#), Official Records
Affects: As described therein.

Reference is hereby made to said document for full particulars.

17. 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 laws, as set forth in the document referred to in the numbered item last above shown.

18. Matters contained in that certain document

Entitled: Memorandum of Quarry Agreement and Sublease
Dated: February 8, 2001
Executed by: Santa Catalina Island Company, a Delaware corporation
Recording Date: April 6, 2001
Recording No: [01-0580069](#), Official Records

Reference is hereby made to said document for full particulars.

19. The effect of a Quitclaim Deed

From: Wilmington Transportation Company, a California corporation
To: Santa Catalina Island Company, a Delaware corporation
Dated: May 12, 2006
Recording Date: June 5, 2006
Recording No.: [06-1232758](#), Official Record

20. According to public records said land does not have access to a physically open street or highway.

21. Note: In the course of our search of title to said land it was noted that a patent was issued on October 26, 1899 by the State of California, to Hancock Banning, which described certain tidelands.

The present report covers uplands only, this matter is reported for information only.

22. The effect of an Instrument entitled "Santa Catalina Boundary Line Agreement"

From: The State of California and Santa Calatine Island Company, a Delaware corporation
Dated: June 8, 1989
Recording Date: December 29, 1989
Recording No.: [89-2098766](#), Official Records.

Note: A certificate of Acceptance and Consent to recording was recorded October 16, 1992 as Instrument No. 92-1913568, Official Records.

23. 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.

24. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

25. 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: SANTA CATALINA ISLAND COMPANY, a 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.

END OF ITEMS

NOTES

WIRING INSTRUCTIONS

TO: **FNT - Major Accounts - Title Department
1300 Dove Street, Suite 310
Newport Beach, CA 92660**

BANK: **Wells Fargo Bank
420 Montgomery
San Francisco, CA 94104**

ROUTING NO: **121000248**

ACCOUNT NO: **4123824971**

PLEASE REFER TO OUR ORDER NO.: 997-23015721-TC1

ESCROW OFFICER: **Major Accounts OAC**

TITLE ORDER NO.: **23015721-TC**

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

END OF NOTES

OWNER'S DECLARATION

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)
 - a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at _____
further described as follows: See Preliminary Report/Commitment No. 997-23015721-TC1 for full legal description (the "Land").
 - b. Declarant is the _____ of _____ ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at _____
further described as follows: See Preliminary Report/Commitment No. 997-23015721-TC1 for full legal description (the "Land").
2. (Fill in the applicable paragraph and strike the other)
 - a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
 - b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with _____ upon the Land in the approximate total sum of \$_____, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: _____. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Fidelity National Title Insurance Company against any and all claims arising therefrom.
3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.
4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, claims of lien, special assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records.
5. The Land is currently in use as _____; _____ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:

6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
7. There are no outstanding options to purchase or rights of first refusal affecting the Land.

This declaration is made with the intention that Fidelity National Title Insurance Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on ____ at _____.

Signature: _____

Fidelity National Financial, Inc. Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries (“FNF”) respect the privacy and security of your non-public personal information (“Personal Information”) and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF’s privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

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 insurance agents, brokers, representatives, support organizations, 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;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements 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.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. 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.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF’s current policy is to maintain customers’ Personal Information for no less than your state’s required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

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

FNTC - Fidelity National Title Company
FNTCCA –Fidelity National Title Company of California

FNF Underwriter

FNTIC - Fidelity National Title Insurance Company

Available Discounts

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

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 or 36 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

FEE REDUCTION SETTLEMENT PROGRAM (FNTC, FNTCCA and FNTIC)

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 et al. v. Fidelity National Title Insurance Company et al., Sacramento Superior Court Case No. 99AS02793, and related cases.*

DISASTER LOANS (FNTIC)

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 (FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church’s obligation the charge for an owner’s policy shall be 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.

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

ATTACHMENT ONE

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:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - 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.

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

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

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

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**ATTACHMENT ONE
(Continued)**

**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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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) 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at 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.
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 applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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

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:

PART I

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

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENDORSEMENT—FORM 1 COVERAGE
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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) 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at 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.
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 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 statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or

not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

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

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

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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) 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 estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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) which arise by reason of:

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

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS**

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

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

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. notice of exercising the right appears in the Public Records at the Policy Date; or
- b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

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

- For Covered Risk 14, 15, 16, and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 15:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 16:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

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

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
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 zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas 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 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise 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 a Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this 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) 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 damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
- (e) resulting in loss or damage which 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 the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with 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, except as provided in Covered Risk 27, or any consumer credit protection or truth-in-lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. 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 limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**ATTACHMENT ONE
(CONTINUED)**

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:

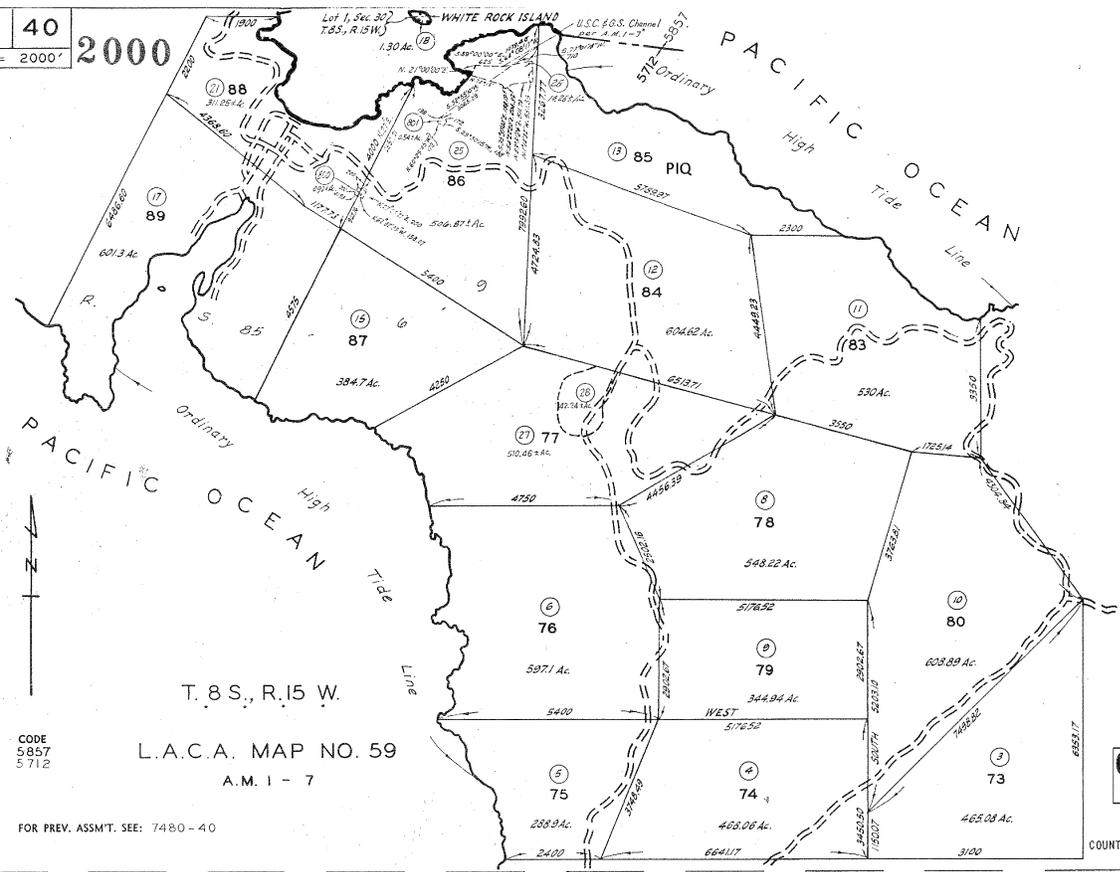
1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (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.

REVISED

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CODE
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5712

T. 8 S., R. 15 W.
L.A.C.A. MAP NO. 59
A.M. 1 - 7

FOR PREV. ASSM'T. SEE: 7480 - 40

Fidelity National Title Insurance Company
Fidelity is one of the leading title insurance companies in the United States. We are a member of the Fidelity National Title Insurance Group. We are licensed in all states where title insurance is required. We are a member of the National Title Insurance Association.

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF



Fidelity National Title Company

PRELIMINARY REPORT

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

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

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

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a California 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 by:

Authorized Signature



BY

President

ATTEST

Secretary

Authorized Signature



Fidelity National Title Company
1300 Dove Street, Suite 310, Newport Beach, CA 92660
Phone: (949) 622-5000 • Fax: (949) 477-6813

PRELIMINARY REPORT

Title Officer: Trent Cornell (MA)

Order No.: 997-23015722-TC1

TO:

University of Southern California
3335 South Figueroa Street, Suite G
Los Angeles, CA 90089

ATTN: **David Aghaei**
YOUR REFERENCE:

PROPERTY ADDRESS: Vacant Land, Los Angeles, CA

EFFECTIVE DATE: September 27, 2012 at 7:30 a.m.

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

CLTA Std. Owner's

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 VESTED IN:

SANTA CATALINA ISLAND COMPANY, a Corporation

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

See Exhibit A attached hereto and made a part hereof.

rb2/ec 10/10/12

LEGAL DESCRIPTION

EXHIBIT "A"

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

THOSE PORTIONS OF SANTA CATALINA ISLAND AS GRANTED TO JOSE MARIA COVARRUBIAS BY PATENT DATED APRIL 10, 1867, AND RECORDED IN BOOK 1 PAGE 90 ET SEQ. OF PATENTS AND KNOWN AS LOTS 86 AND 88 OF THE MAP OF SANTA CATALINA ISLAND RECORDED ON FEBRUARY 28, 1959 AS LOS ANGELES COUNTY ASSESSOR'S MAP NO. 59, IN BOOK 1 PAGE 7, OF ASSESSOR'S MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

EXCEPT THEREFROM THOSE PORTIONS CONVEYED TO SOUTHERN CALIFORNIA EDISON COMPANY RECORDED ON APRIL 20, 1967 INSTRUMENT NO. 3181 AND ON OCTOBER 2, 1968 INSTRUMENT NO. 3130.

ALSO EXCEPT THEREFROM THOSE PORTIONS CONVEYED TO THE UNIVERSITY OF SOUTHERN CALIFORNIA RECORDED ON FEBRUARY 7, 1972 INSTRUMENT NO. 3101 AND MARCH 19, 1965, INSTRUMENT NO. 313, OF OFFICIAL RECORDS.

APN: 7480-040-025

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

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2012-2013.

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 0005712
Tax Identification No.: 7480-040-025
Fiscal Year: 2011-2012
1st Installment: \$2,074.78, OPEN
2nd Installment: \$2,074.78, OPEN
Land: \$343,442.00

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation Code of the State of California.

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

5. The right of the United States of America to select 20 acres for Light House Purposes at the Harbor of Santa Catalina, with the right of way to and from the same; as reserved in the Patent from the United States of America, recorded in [Book 1 Page 81 of Patents](#), Records of Los Angeles County.

6. The rights of the public to use any portions of said land included within any paths, trails, roads, or streets.

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

Granted to: Southern California Edison Company, a corporation
Purpose: public utilities
Recording Date: November 30, 1962
Recording No: [6494, of Official Records](#)
Affects: said land

Reference is made to said document for full particulars.

8. Covenants, conditions and restrictions in the declaration of 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, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recording Date: November 30, 1962
Recording No: [6494, of Official Records](#)

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

Granted to: Southern California Edison Company, a corporation
Purpose: Public utilities
Recording Date: November 30, 1962
Recording No: [6495, of Official Records](#)
Affects: said land

Reference is made to said document for full particulars.

10. Covenants, conditions and restrictions in the declaration of 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, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recording Date: November 30, 1962
Recording No: [6495, of Official Records](#)

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

Granted to: Southern California Edison Company, a corporation
Purpose: Public utilities
Recording Date: November 30, 1962
Recording No: [6496, of Official Records](#)
Affects: said land

Reference is made to said document for full particulars.

12. Covenants, conditions and restrictions in the declaration of 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, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recording Date: November 30, 1962
Recording No: [6496, of Official Records](#)

13. The rights as granted to the Southern California Edison Company, a corporation, from the Santa Catalina Island Company, a corporation, by deed recorded November 30, 1962 as Instrument [No. 6497](#) and which rights read, in part, as follows:

"All of its water rights and all of its rights of every kind, character and description, to take and use water, including, but not limited to, all of its water rights and rights to the use of water which are part of riparian rights and overlying rights, rights to the use of percolating and underground water, belonging to, or incident to, or part and parcel of, the said lands."

14. Covenants, conditions and restrictions in the declaration of 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, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recording Date: November 30, 1962
Recording No: [6497, of Official Records](#)

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

Granted to: Southern California Edison Company, a corporation
Purpose: Public utilities
Recording Date: October 2, 1968
Recording No: [3130, of Official Records](#)
Affects: said land

Reference is hereby made to said document for full particulars.

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

Entitled: Ground Lease
Lessor: Santa Catalina Island Company, a Delaware Corporation
Lessee: University of Southern California, a California corporation
Recording Date: September 15, 1965
Recording No: [3402, of 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.

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

Granted to: Southern California Edison Company, a corporation
Purpose: Public utilities
Recording Date: December 18, 1972,
Recording No: [2957, of Official Records](#)
Affects: said land

Reference is hereby made to said document for full particulars.

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

Granted to: Southern California Edison Company, a Corporation
Purpose: Public utilities
Recording Date: December 18, 1972
Recording No: [2958, of Official Records](#)

Reference is hereby made to said document for full particulars.

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

Granted to: Southern California Edison Company, a corporation
Purpose: Public utilities
Recording Date: December 18, 1972
Recording No: [Instrument No. 2959, of Official Records](#)
Affects: said land

Reference is made to said document for full particulars.

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

Granted to: Southern California Edison Company, a corporation
Purpose: Public utilities
Recording Date: December 18, 1972
Recording No: [2963, of Official Records](#)
Affects: said land

Reference is made to said document for full particulars.

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

Granted to: Santa Catalina Island Conservancy, a non-profit California corporation
Purpose: non-exclusive roadway easement and right-of-way for ingress and egress
Recording Date: February 18, 1975
Recording No: [2919, of Official Records](#)
Affects: said land

Reference is made to said document for full particulars.

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

Granted to: Southern California Edison Company, a corporation
Purpose: Public utilities
Recording Date: March 18, 1977,
Recording No: [77-278437, of Official Records](#)
Affects: said land

Reference is made to said document for full particulars.

23. Matters contained in that certain document

Entitled: Notice of Unrecorded Grant Agreement
Dated: May 26, 2005
Executed by: Wildlife Conservation Board and Santa Catalina Island Conservancy
Recording Date: July 21, 2005
Recording No: [05-1729197, of Official Records](#)

Reference is hereby made to said document for full particulars.

24. Matters contained in that certain document

Entitled: Maintenance Covenant for Standard Urban Stormwater mitigation (SUSMP)
Dated: October 12, 2006
Executed by: Curtis D. Williams for Southern California University
Recording Date: February 06, 2007
Recording No: [261413, of Official Records](#)

Reference is hereby made to said document for full particulars.

25. Matters contained in that certain document

Entitled: Affidavit of Acceptance
Dated: October 31, 2007
Executed by: Bryan M. Ballard, Eric Berkheimer c/o S.C.I Co., and the Department of Regional Planning
Recording Date: October 31, 2007
Recording No: [2461226, of Official Records](#)

Reference is hereby made to said document for full particulars.

26. Matters contained in that certain document

Entitled: Affidavit of Acceptance
Dated: July 08, 2008
Executed by: Santa Catalina Island Company and Department of Regional Planning
Recording Date: July 15, 2008
Recording No: [2008-1256489, of Official Records](#)

Reference is hereby made to said document for full particulars.

27. 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.

28. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.

29. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

30. 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: Santa Catalina Island Company, a 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.

END OF ITEMS

NOTES

WIRING INSTRUCTIONS

**TO: FNT - Major Accounts - Title Department
1300 Dove Street, Suite 310
Newport Beach, CA 92660**

**BANK: Wells Fargo Bank
420 Montgomery
San Francisco, CA 94104**

ROUTING NO: 121000248

ACCOUNT NO: 4123824971

PLEASE REFER TO OUR ORDER NO.: 997-23015722-TC1

ESCROW OFFICER: Major Accounts OAC

TITLE ORDER NO.: 23015722

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

END OF NOTES

OWNER'S DECLARATION

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)
 - a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at _____
further described as follows: See Preliminary Report/Commitment No. 997-23015722-TC1 for full legal description (the "Land").
 - b. Declarant is the _____ of _____
("Owner"), which is the owner or lessee, as the case may be, of certain premises located at _____
further described as follows: See Preliminary Report/Commitment No. 997-23015722-TC1 for full legal description (the "Land").
2. (Fill in the applicable paragraph and strike the other)
 - a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
 - b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with _____ upon the Land in the approximate total sum of \$_____, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: _____. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Fidelity National Title Insurance Company against any and all claims arising therefrom.
3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.
4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, claims of lien, special assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records.
5. The Land is currently in use as _____; _____ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:

6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
7. There are no outstanding options to purchase or rights of first refusal affecting the Land.

This declaration is made with the intention that Fidelity National Title Insurance Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on ____ at _____.

Signature: _____

Fidelity National Financial, Inc. Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries (“FNF”) respect the privacy and security of your non-public personal information (“Personal Information”) and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF’s privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

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 insurance agents, brokers, representatives, support organizations, 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;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements 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.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. 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.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF’s current policy is to maintain customers’ Personal Information for no less than your state’s required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

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

FNTC - Fidelity National Title Company
FNTCCA –Fidelity National Title Company of California

FNF Underwriter

FNTIC - Fidelity National Title Insurance Company

Available Discounts

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

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 or 36 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

FEE REDUCTION SETTLEMENT PROGRAM (FNTC, FNTCCA and FNTIC)

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 et al. v. Fidelity National Title Insurance Company et al., Sacramento Superior Court Case No. 99AS02793, and related cases.*

DISASTER LOANS (FNTIC)

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 (FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church’s obligation the charge for an owner’s policy shall be 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.

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

ATTACHMENT ONE

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:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - 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.

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

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

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

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**ATTACHMENT ONE
(Continued)**

**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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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) 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at 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.
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 applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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

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:

PART I

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

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENDORSEMENT—FORM 1 COVERAGE
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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) 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at 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.
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 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 statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or

not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

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

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

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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) 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 estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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) which arise by reason of:

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

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCEPTIONS FROM COVERAGE

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

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

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on Land
 - e. land division
 - f. environmental protectionThis Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

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

- For Covered Risk 14, 15, 16, and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 15:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 16:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

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

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
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 zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas 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 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise 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 a Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this 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) 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 damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
- (e) resulting in loss or damage which 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 the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with 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, except as provided in Covered Risk 27, or any consumer credit protection or truth-in-lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. 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 limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**ATTACHMENT ONE
(CONTINUED)**

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:

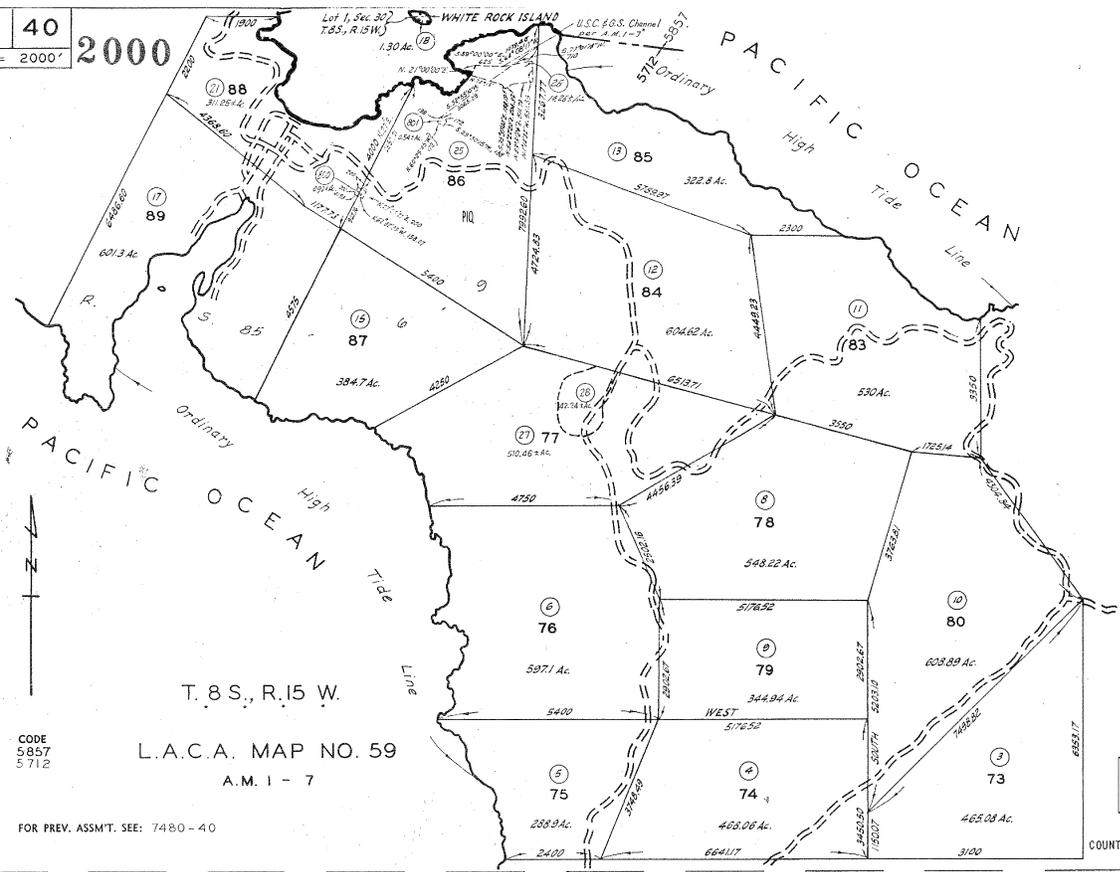
1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (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.

REVISED

11-9-64
6-25-65
6/10/65M-
68/10/106
65/10/106
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742411
74241196p2
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19990707

7480 40
SCALE 1" = 2000'

2000



T. 8 S., R. 15 W.

L.A.C.A. MAP NO. 59
A.M. 1 - 7

CODE
5857
5712

FOR PREV. ASSM'T. SEE: 7480 - 40

Fidelity National Title Insurance Company
The title for parcel 73-89 is based on the 1965-66
assessor's map. No title is shown for
parcel 73-89. The 1965-66 assessor's map
is available for review at the Assessor's Office.

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF



Fidelity National Title Company

PRELIMINARY REPORT

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

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

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

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

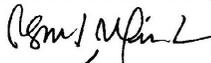
Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be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

Authorized Signature



BY  President
ATTEST  Secretary

Authorized Signature



Fidelity National Title Company

1300 Dove Street, Suite 310, Newport Beach, CA 92660

Phone: (949) 622-5000 • Fax: (949) 477-6813

PRELIMINARY REPORT

Title Officer: Trent Cornell (MA)

Order No.: 997-23015723-TC1

TO:

University of Southern California
3335 South Figueroa Street, Suite G
Los Angeles, CA 90089

ATTN: **David Aghaei**
YOUR REFERENCE:

PROPERTY ADDRESS: Big Fishermans, Los Angeles, CA

EFFECTIVE DATE: September 24, 2012 at 7:30 a.m.

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

CLTA Std. Owner's

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 VESTED IN:

UNIVERSITY OF SOUTHERN CALIFORNIA, a corporation and UNIVERSITY OF SOUTHERN CALIFORNIA, a nonprofit corporation, subject to Item No. 30.

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

See Exhibit A attached hereto and made a part hereof.

rb2/rt 10/12/12

LEGAL DESCRIPTION

EXHIBIT "A"

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

PARCEL 1:

THAT PORTION OF SANTA CATALINA ISLAND, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS GRANTED TO JOSE MARIA COVARRUBIAS BY PATENT DATED APRIL 10, 1867, AND RECORDED IN BOOK 1, PAGE 81 ET SEQ., OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH LIES SOUTH 64° 08' 17" WEST 1079.46 FEET FROM U. S. C. & G. S. TRIANGULATION STATION "CHANNELL" AS SHOWN ON THE "MAP OF SANTA CATALINA ISLAND" SHOWING THE RECTANGULAR CO-ORDINATE SYSTEM AND DATED AUGUST 20, 1948 ATTACHED TO AND MADE A PART OF THAT CERTAIN LEASE RECORDED ON AUGUST 10, 1949 AS INSTRUMENT NO. 2237 IN BOOK 30745, PAGE 66 OFFICIAL RECORDS OF SAID COUNTY, SAID POINT HAVING CO-ORDINATES OF NORTH 51, 845.00 AND EAST 50,700.00; THENCE SOUTH 6° 30' 00" WEST 460.00 FEET; THENCE NORTH 72° 15' 00" WEST TO THE ORDINARY HIGH TIDE LINE OF THE PACIFIC OCEAN; THENCE NORTHWESTERLY ALONG SAID ORDINARY HIGH TIDE LINE TO A POINT SOUTH 21° 00' 00" WEST FROM A POINT WHOSE CO-ORDINATES ARE NORTH 51,855.91 AND EAST 50,075.09; THENCE NORTH 21° 00' 00" EAST TO A POINT WHOSE CO-ORDINATES ARE NORTH 51,855.91 AND EAST 50,075.09; THENCE SOUTH 89° 00' 00" EAST 625.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF SANTA CATALINA ISLAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS GRANTED TO JOSE MARIA COVARRUBIAS BY PATENT DATED APRIL 10, 1867 AND RECORDED IN BOOK 1, PAGES 81 ET SEQ. OF PATENTS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION BEING A PART OF LOT 86 OF L.A.C.A. MAP NO. 59 AS PER MAP RECORDED IN BOOK 1, PAGE 7, OF ASSESSOR'S MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT LIES SOUTH 64° 08' 17" WEST 1079.46 FEET FROM U.S.C. & G.S. TRIANGULATION STATION "CHANNEL" AS SHOWN ON SAID L.A.C.A. MAP; THENCE SOUTH 6° 30' 00" WEST 460.00 FEET; THENCE SOUTH 35° 37' 40" EAST 138.19 FEET; THENCE NORTH 54° 22' 20" EAST 204.92 FEET; THENCE NORTH 83° 31' 26" EAST 511.79 FEET; THENCE NORTH 1° 12' 32" WEST 551.85 FEET TO A POINT THAT IS SOUTH 77° 01' 18" WEST 710.00 FEET TO SAID POINT OF BEGINNING. THE BEARINGS USED IN THIS DESCRIPTION ARE BASED UPON THE LINE BEARING SOUTH 2° 20' 27" WEST; EXTENDING FROM TRIANGULATION STATION "CHANNEL" TO TRIANGULATION STATION "TOWER" AS SHOWN ON SAID MAP.

APN: 7480-040-026

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

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2012-2013.

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 0005712
Tax Identification No.: 7480-040-026
Fiscal Year: 2012-2013
1st Installment: \$2,390.19, OPEN
2nd Installment: \$2,390.19, OPEN
Land: \$605,112.00
Improvements: \$4,873,400.00
Religious: \$5,478,512.00

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation Code of the State of California.

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

5. The right of the United States of America to select 20 acres for Light House Purposes at the Harbor of Santa Catalina, with the right of way to and from the same; as reserved in the Patent from the United States of America, recorded in [Book 1, Page 81](#), of Patents, Records of Los Angeles County.

6. The rights of the public to use any portions of said land included within any paths, trails, roads, or streets.

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

Granted to: Southern California Edison Company, a corporation
Purpose: Public utilities
Recording Date: November 30, 1962
Recording No: [6494](#), Official Records
Affects: Said land

Reference is hereby made to said document for full particulars.

8. 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 laws, as set forth in the document referred to in the numbered item last above shown.

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

Granted to: Southern California Edison Company, a corporation
Purpose: Public utilities
Recording Date: November 30, 1962
Recording No: [6495](#), Official Records
Affects: Said land

Reference is hereby made to said document for full particulars.

10. 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 laws, as set forth in the document referred to in the numbered item last above shown.

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

Granted to: Southern California Edison Company, a corporation
Purpose: Public utilities
Recording Date: November 30, 1962
Recording No: [6496](#), Official Records
Affects: Said land

Reference is hereby made to said document for full particulars.

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 laws, as set forth in the document referred to in the numbered item last above shown.

13. The rights as granted to the Southern California Edison Company, a corporation, from the Santa Catalina Island Company, a corporation, by Deed recorded November 30, 1962 as [Instrument No. 6497](#) and which rights read, in part as follows:

“All of its water rights and all of its rights of every kind, character and description, to take and use water, including, but not limited to, all of its water rights and rights to the use of water which are part of riparian rights and overlying rights, rights to the use of percolating and underground water, belonging to, or incident to, or part and parcel of, the said lands.”

14. 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 laws, as set forth in the document referred to in the numbered item last above shown.

15. An instrument entitled Deed of Gift

Executed by: Santa Catalina Island Company, a corporation
In favor of: University of Southern California, a corporation
Recording Date: March 19, 1965
Recording No: [313](#), Official Records

Which among other things provides: As described therein.

Reference is hereby made to said document for full particulars.

16. An instrument entitled Covenant and Agreement

Executed by: University of Southern California
For: Erection and Maintenance of Building in Areas
Recording Date: September 24, 1968
Recording No: [2149](#), Official Records

Which among other things provides: As described therein.

Reference is hereby made to said document for full particulars.

17. 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: February 7, 1972
Recording No: [3101](#), Official Records

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

Granted to: Southern California Edison Company, a corporation
Purpose: Public utilities
Recording Date: October 2, 1968
Recording No: [3130](#), Official Records
Affects: Said land

Reference is hereby made to said document for full particulars.

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

Granted to: Southern California Edison Company, a corporation
Purpose: Public utilities
Recording Date: December 18, 1972
Recording No: [2957](#), Official Records
Affects: Said land

Reference is hereby made to said document for full particulars.

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

Granted to: Southern California Edison Company, a corporation
Purpose: Public utilities
Recording Date: December 18, 1972
Recording No: [2959](#), Official Records
Affects: Said land

Reference is hereby made to said document for full particulars.

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

Granted to: Southern California Edison Company, a corporation
Purpose: Public utilities
Recording Date: December 18, 1972
Recording No: [2963](#), Official Records
Affects: Said land

Reference is hereby made to said document for full particulars.

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

Granted to: Southern California Edison Company, a corporation
Purpose: Non-exclusive roadway easement and right-of-way for ingress and egress
Recording Date: February 18, 1975
Recording No: [2919](#), Official Records
Affects: Said land

Reference is hereby made to said document for full particulars.

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

Amount: \$500,000.00
Dated: April 11, 1973
Trustor/Grantor: University of Southern California, a non-profit corporation
Trustee: United California Bank, a California corporation
Beneficiary: United California Bank, a California corporation
Recording Date: April 19, 1973
Recording No: [235](#), Official Records

Affects: A portion of the Land described herein.

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

Granted to: Southern California Edison Company, a corporation
Purpose: Public utilities
Recording Date: March 18, 1977
Recording No: [77-278437](#), Official Records
Affects: Said land

Reference is hereby made to said document for full particulars.

25. An instrument entitled Covenant and Agreement

Executed by: Dennis F. Dougherty, Senior Vice-President for Administration University of Southern California
In favor of: John Caldwell – Caldwell Architects
Recording Date: March 28, 2002
Recording No: [02-0741300](#), Official Records

Which among other things provides: As described therein.

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.

26. Matters contained in that certain document

Entitled: Notice of Unrecorded Grant Agreement
Dated: May 26, 2005
Executed by: Wildlife Conservation Board and Santa Catalina Island
Recording Date: July 21, 2005
Recording No: [05-1729197](#), Official Records

Reference is hereby made to said document for full particulars.

27. Matters contained in that certain document

Entitled: Affidavit of Acceptance
Dated: October 31, 2007
Executed by: Bryan M. Ballard, Eric Berkheimer c/o S.C.I. Co., and the Department of Regional Planning
Recording Date: October 31, 2007
Recording No: [2461226](#), Official Records

Reference is hereby made to said document for full particulars.

28. Matters contained in that certain document

Entitled: Affidavit of Acceptance
Dated: July 8, 2008
Executed by: Santa Catalina Island Company and Department of Regional Planning
Recording Date: July 15, 2008
Recording No: [20081256489](#), Official Records

Reference is hereby made to said document for full particulars.

29. 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.

30. 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: University of Southern California, a 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.

END OF ITEMS

NOTES

WIRING INSTRUCTIONS

TO: **FNT - Major Accounts - Title Department
1300 Dove Street, Suite 310
Newport Beach, CA 92660**

BANK: **Wells Fargo Bank
420 Montgomery
San Francisco, CA 94104**

ROUTING NO: **121000248**

ACCOUNT NO: **4123824971**

PLEASE REFER TO OUR ORDER NO.: 997-23015723-TC1

ESCROW OFFICER: **Major Accounts OAC**

TITLE ORDER NO.: **23015723-TC**

Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Commercial and Industrial, known as Big Fishermans, Los Angeles, CA, to an Extended Coverage Loan Policy.

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

END OF NOTES

OWNER'S DECLARATION

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)
 - a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at _____
further described as follows: See Preliminary Report/Commitment No. 997-23015723-TC1 for full legal description (the "Land").
 - b. Declarant is the _____ of _____ ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at _____
further described as follows: See Preliminary Report/Commitment No. 997-23015723-TC1 for full legal description (the "Land").
2. (Fill in the applicable paragraph and strike the other)
 - a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
 - b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with _____ upon the Land in the approximate total sum of \$_____, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: _____. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Fidelity National Title Insurance Company against any and all claims arising therefrom.
3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.
4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, claims of lien, special assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records.
5. The Land is currently in use as _____; _____ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:

6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
7. There are no outstanding options to purchase or rights of first refusal affecting the Land.

This declaration is made with the intention that Fidelity National Title Insurance Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on ____ at _____.

Signature: _____

Fidelity National Financial, Inc. Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries (“FNF”) respect the privacy and security of your non-public personal information (“Personal Information”) and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF’s privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

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 insurance agents, brokers, representatives, support organizations, 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;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements 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.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. 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.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF’s current policy is to maintain customers’ Personal Information for no less than your state’s required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

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

FNTC - Fidelity National Title Company
FNTCCA –Fidelity National Title Company of California

FNF Underwriter

FNTIC - Fidelity National Title Insurance Company

Available Discounts

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

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 or 36 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

FEE REDUCTION SETTLEMENT PROGRAM (FNTC, FNTCCA and FNTIC)

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 et al. v. Fidelity National Title Insurance Company et al., Sacramento Superior Court Case No. 99AS02793, and related cases.*

DISASTER LOANS (FNTIC)

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 (FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church’s obligation the charge for an owner’s policy shall be 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.

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

ATTACHMENT ONE

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:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - 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.

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

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

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

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**ATTACHMENT ONE
(Continued)**

**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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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) 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at 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.
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 applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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

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:

PART I

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

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENDORSEMENT—FORM 1 COVERAGE
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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) 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at 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.
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 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 statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or

not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

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

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

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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) 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 estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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) which arise by reason of:

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

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on Land
 - e. land division
 - f. environmental protectionThis Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

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

- For Covered Risk 14, 15, 16, and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 15:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 16:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

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

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
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 zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas 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 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise 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 a Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this 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) 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 damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
- (e) resulting in loss or damage which 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 the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with 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, except as provided in Covered Risk 27, or any consumer credit protection or truth-in-lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. 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 limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07/26/10)

EXCLUSIONS FROM COVERAGE

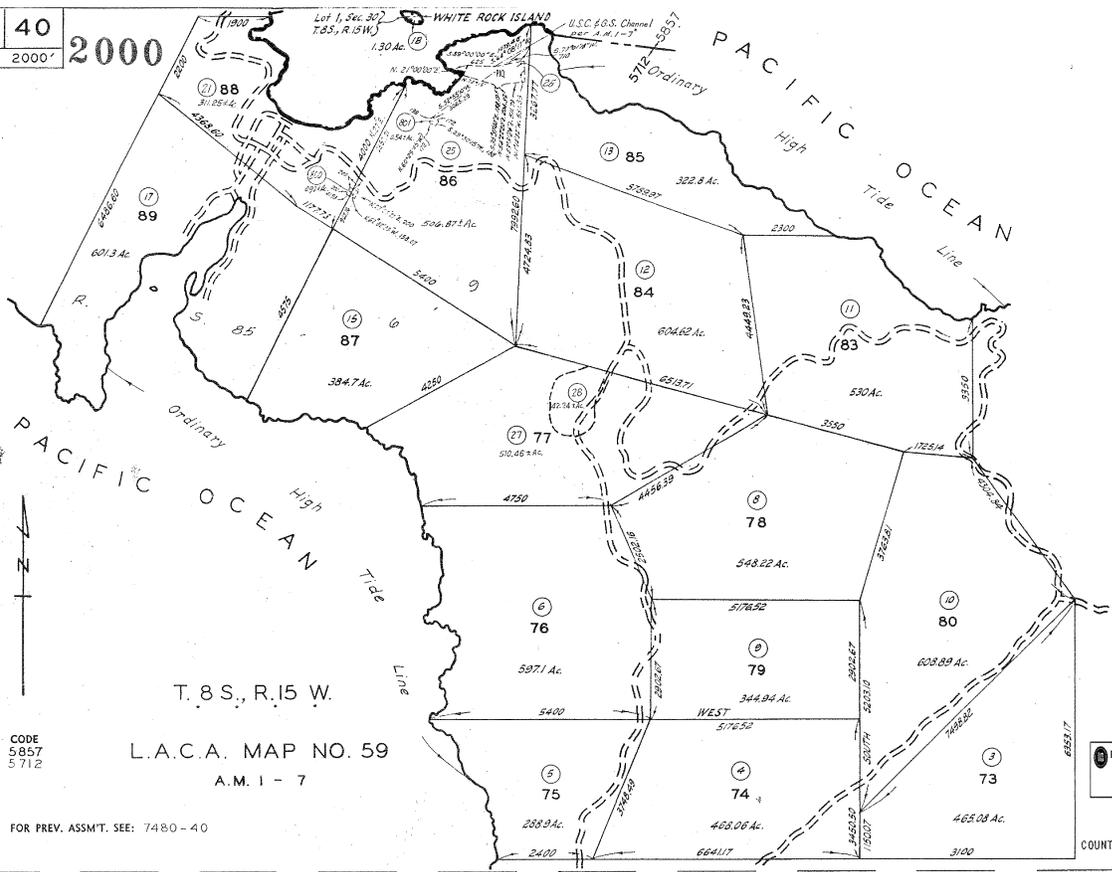
The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

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.

REVISED

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6-25-65
6/10/65M-
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T. 8 S., R. 15 W.

L.A.C.A. MAP NO. 59
A.M. 1 - 7

CODE
5857
5712

FOR PREV. ASSM'T. SEE: 7480 - 40

Fidelity National Title Insurance Company
This policy is void and binding unless the insured is named in the policy. This policy is not to be used for any purpose other than that for which it was issued. Fidelity National Title Insurance Company, Assessor's Map No. 59, Assessor's Map No. 59, Assessor's Map No. 59.

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF

and I solemnly swear that the contents of my hand affixed to
my official seal the day & year in this certificate first above written
(Notarial Seal) G. G. Johnson Notary Public in and
for Los Angeles County, State of California.

46. A full true and correct copy of original recorded at request of
Grantee May 6 - 1896 at 8 min. part of P. M.

W. H. O'Connell County Recorder
R. J. Davis Deputy

This Indenture, made and entered into this 7th day of May,
1896, by and between William Ganning, of the City & County of
Los Angeles, State of California the party of the first part, and the
Santa Catalina Island Company, a corporation duly organized
and existing under the laws of the State of California having
its principal place of business in the City, County and State of
said the party of the second part, Witnesseth: That the said party
of the first part, for and in consideration of the sum of one dollar
to him in hand paid, the receipt whereof is hereby acknowl-
ged and of other good and valuable considerations, the nature
of which is hereinafter set forth, has granted, bargained & sold
conveyed and confirmed and by these presents does grant, bar-
gain and sell, convey and confirm unto the said party of the
second part, its successors and assigns forever all that certain
lot, piece or parcel of land, situate in the County of Los Angeles
State of California and described as follows:

The Island of Santa Catalina, situate in the Pacific Ocean
within the limits of the County of Los Angeles, State of Califor-
nia, granted July 4th 1846 by Pio Pico Governor etc, and confirmed
by the District Court of the United States Southern District
of California, March 1st 1858, in the County of Los Angeles, State
of California, according to a map of said Island made by S.
Upson, United States Surveyor General for California, in October
1864 and recorded on January 9th 1868, in Volume 6 of Deeds, at
pages 344 to 357, in the office of the County Recorder of said
County of Los Angeles and granted by the United States Govern-
ment to Jose Maria Bonarrubia, by patent dated April 10th 1867
and recorded in the office of the County Recorder of said County
of Los Angeles in both copies of Deeds at San Francisco, California

of the premises, to wit: the site of the Hotel Building designated on the aforesaid map as Hotel Metropoli, but commonly called and known as the Hotel Metropole, said site upon which said hotel has been erected, being designated upon the aforesaid map of the town of Avalon, as lot one, in block ~~for~~ 5, and also all the right, title and interest of the party of the first part, his heirs, executors, and assigns, in and to all the land and all the water front lying east of the Western line of Carriest Avenue, between the Southernly line of Metropoli Avenue and the Northernly line of Whittley Avenue both said lines extended to the Pacific Ocean as designated on the aforesaid map of the Town of Avalon, thus including the wharf erected thereupon and partly in the sea. This conveyance is made subject to that certain mortgage by William Panning to Charles M. Plum, George Schonwald by Edwin B. Maetick as surviving Trustees of the Trusts known as the James Lick Trust, created by James Lick and declared in and by a deed of trust made by and between said James Lick and others, dated September 21st, 1875 and recorded in the office of the County Recorder of Los Angeles County, State of California, said mortgage being dated February 25th, 1895, and recorded in book 446, page 16 of Mortgages, Records of Los Angeles County, the payment of the debt secured by said mortgage being assumed by the party of the second part hereto and the said party of the second part agrees to pay the same as a part consideration of this conveyance.

Together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversion, remainder and remainders, rents, issues and profits thereof.

To Have and to Hold, all and singular the said premises, together with the appurtenances, unto the said party of the second part, its successors and assigns forever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

William Panning Seal

State of California,
County of Los Angeles

On this 7th day of May in the year

...in a right-hundred and ninety-six, before Alice J. Stevens, a Notary Public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared William Dunning, unmarried, known to me to be the person described in ^{my} whose name is subscribed to the within instrument, ^{my} acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

(Notarial Seal) Alice J. Stevens Notary Public in ^{and} for Los Angeles County, State of California.

43. A full, true and correct copy of original recorded at request of Grantee May 7-1896 at 21 min. past 3 P.M.

E. C. Hodgman County Recorder,
By R. J. Davis Deputy.

This Indenture, made the First day of September in the year of our Lord one thousand eight hundred eighty eight between F. C. Howe Trustee, Warren Gillelen ^{and} Thor E. Beatty all of the City of Los Angeles - State of California the parties of the first part and Elmer E. Dillee of Norwalk County of Los Angeles State of California party of the second part Witnesseth: That the said parties of the first part for and in consideration of the sum of Six Thousand, 600 ⁰⁰/₁₀₀ Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained ^{and} sold, conveyed and confirmed, and by these presents do grant bargain and sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the certain lot piece or parcel of land, situate, lying and being in the said County of Los Angeles State of California and bounded and particularly described as follows, to wit: Being lot twelve (12) in Blk number one (1) of the Vermont Avenue Tract according to survey and map of said tract recorded in the office of the Recorder of said Los Angeles County in Book 22 of Miscellaneous Records at page 92. Together with all and singular the tenements, hereditaments and appurtenances thereto in anywise by any manner of

PLAT

OF

Santa Catalina Island
finally confirmed to
Jose Maria Covarrubias

surveyed under instructions of the
U.S. SURVEYOR GENERAL

BY
C.C. TRACY DEP^y SURV^R.

FEB. 1866

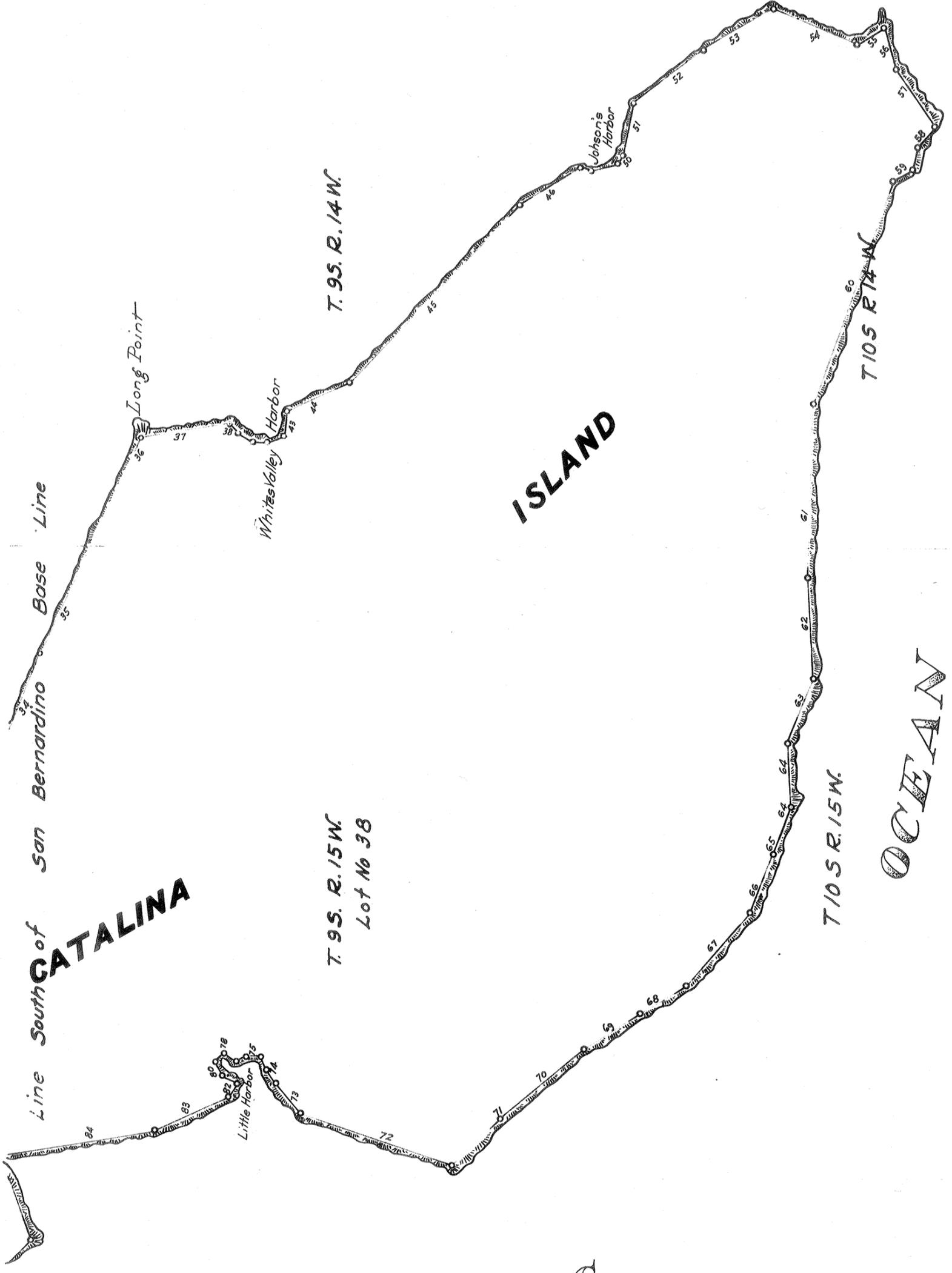
containing $45820\frac{43}{100}$ acres

scale 80 chs. to 1 in.

No	Course	Dist	No	Course	Dist.	No	Course	Dist.	No	Course	Dist.
1	S. 50 $\frac{3}{4}$ ° E	12.38	40	S. 5° E.	8.83	79	N. 37 $\frac{1}{4}$ ° W.	5.62	118	N. 34 $\frac{1}{2}$ ° W.	60.00
2	S. 58 $\frac{3}{4}$ ° E.	8.00	41	S. 24° E.	5.00	80	S. 52 $\frac{3}{4}$ ° W.	10.78	119	S. 57 $\frac{1}{2}$ ° E.	21.00
3	East	4.50	42	S. 36 $\frac{3}{4}$ ° E.	4.55	81	S. 27 $\frac{1}{2}$ ° W.	5.00	120	N. 89 $\frac{1}{4}$ ° E.	256.10
4	S. 82 $\frac{3}{4}$ ° E.	6.39	43	S. 80 $\frac{1}{2}$ ° E.	15.00	82	N. 75° W.	13.41	121	S. 83 $\frac{1}{4}$ ° E.	6.30
5	N. 56 $\frac{1}{2}$ ° E.	8.63	44	S. 22 $\frac{3}{4}$ ° E.	57.86	83	N. 22 $\frac{1}{2}$ ° W.	63.00	122	N. 50 $\frac{1}{2}$ ° E.	13.29
6	S. 84° E.	2.44	45	S. 45° E	184.00	84	N. 6 $\frac{1}{2}$ ° W.	116.35	123	S. 58 $\frac{1}{4}$ ° E.	5.19
7	N. 64° E	6.00	46	S. 33 $\frac{1}{4}$ ° E.	57.80	85	S. 65 $\frac{1}{4}$ ° W.	71.00	124	S. 56 $\frac{1}{4}$ ° E	18.42
8	N. 36 $\frac{3}{4}$ ° E	4.24	47	S. 10 $\frac{1}{4}$ ° W.	10.17	86	N. 37° W.	60.35	125	S. 37° E	8.72
9	N. 28° E.	4.00	48	S. 20 $\frac{1}{2}$ ° E	13.89	87	N. 44 $\frac{1}{2}$ ° E.	4.80	126	S. 14 $\frac{3}{4}$ ° W.	7.80
10	N. 14° E	6.35	49	S. 41 $\frac{1}{4}$ ° E.	9.50	88	N. 4° W.	8.83	127	S. 59 $\frac{1}{4}$ ° E.	8.00
11	(7) N. 85 $\frac{3}{4}$ ° E.	3.50	50	S. 64 $\frac{1}{4}$ ° E.	8.00	89	N. 16° E	4.70	128	S. 20 $\frac{1}{2}$ ° E.	3.00
12	S. 33° E.	1.50	51	S. 72° E.	34.85	90	N. 41° E.	3.00	129	S. 81 $\frac{1}{4}$ ° E.	1.00
13	N. 75 $\frac{1}{2}$ ° E.	5.00	52	S. 38° E.	58.43	91	S. 52° E.	1.25	130	S. 34° E.	8.20
14	N. 54 $\frac{1}{2}$ ° E.	4.00	53	S. 28 $\frac{1}{2}$ ° E.	66.00	92	S. 22 $\frac{1}{2}$ ° W.	3.50	131	S. 38° W.	0.50
15	S. 77° E.	12.17	54	S. 24 $\frac{1}{2}$ ° W.	68.00	93	S. 73 $\frac{3}{4}$ ° W.	1.50	132	N. 52° W.	6.11
16	N. 36 $\frac{1}{2}$ ° E.	9.24	55	S. 38 $\frac{1}{2}$ ° E.	22.00	94	S. 24° W.	2.50	133	S. 40 $\frac{1}{4}$ ° W.	3.44
17	N. 52° W.	10.80	56	S. 73 $\frac{3}{4}$ ° W.	33.00	95	S. 11 $\frac{3}{4}$ ° E.	5.00	134	S. 11 $\frac{1}{4}$ ° E.	6.00
18	N. 33 $\frac{1}{2}$ ° E.	7.72	57	S. 60° W.	57.50	96	S. 55 $\frac{1}{4}$ ° E.	2.00	135	S. 56 $\frac{1}{2}$ ° E.	35.00
19	N. 77 $\frac{1}{4}$ ° E.	16.00	58	N. 74 $\frac{3}{4}$ ° W.	33.00	97	N. 45 $\frac{1}{2}$ ° E.	2.00	136	N. 83 $\frac{1}{4}$ ° E.	20.00
20	N. 83° E.	11.46	59	N. 39 $\frac{3}{4}$ ° W.	16.50	98	N. 6 $\frac{1}{2}$ ° E.	2.12	137	S. 25 $\frac{3}{4}$ ° E.	2.57
21	S. 42 $\frac{1}{4}$ ° E.	12.81	60	N. 70° W.	180.00	99	N. 55 $\frac{1}{4}$ ° E.	2.50	138	S. 15° E.	4.34
22	S. 18 $\frac{3}{4}$ ° E.	16.90	61	N. 87 $\frac{1}{2}$ ° W.	135.66	100	N. 6 $\frac{1}{4}$ ° E.	6.00	139	S. 20 $\frac{3}{4}$ ° W.	14.76
23	S. 62 $\frac{3}{4}$ ° E.	40.38	62	S. 86 $\frac{1}{4}$ ° W.	80.00	101	N. 57 $\frac{1}{2}$ ° E.	8.54	140	S. 45 $\frac{1}{4}$ ° E.	6.57
24	S. 44° E.	48.13	63	N. 74 $\frac{1}{2}$ ° W.	38.00	102	N. 29 $\frac{1}{2}$ ° E.	1.50	141	S. 82° E.	10.35
25	S. 80 $\frac{3}{4}$ ° "	47.70	64	West	40.84	103	N. 33 $\frac{3}{4}$ ° W.	6.00	142	S. 51 $\frac{1}{4}$ ° E	60.85
26	S. 32 $\frac{3}{4}$ ° E.	15.73	65	N. 72 $\frac{3}{4}$ ° W.	70.00	104	N. 22° E.	5.50	143	S. 80 $\frac{1}{4}$ ° E.	32.62
27	S. 64 $\frac{1}{2}$ ° E.	17.30	66	N. 61 $\frac{1}{4}$ ° W.	26.14	105	N. 49 $\frac{1}{4}$ ° E.	10.00	144	S. 16 $\frac{1}{2}$ ° E.	2.07
28	N. 74 $\frac{1}{2}$ ° E.	19.19	67	N. 45 $\frac{1}{2}$ ° W.	80.00	106	N. 60 $\frac{1}{2}$ ° W.	7.00	145	S. 66° W.	7.62
29	S. 71 $\frac{1}{4}$ ° E.	11.42	68	N. 39° W	73.55	107	S. 32° W.	5.50	146	S. 23 $\frac{3}{4}$ ° W.	6.56
30	S. 68 $\frac{3}{4}$ ° E.	10.50	69	N. 46° W.	65.61	108	S. 60° W.	14.68	147	S. 2 $\frac{3}{4}$ ° W.	5.65
31	S. 31 $\frac{3}{4}$ ° E.	9.60	70	N. 12 $\frac{1}{4}$ ° W.	29.00	109	S. 27° W.	10.73	148	S. 79 $\frac{1}{2}$ ° E	2.77
32	N. 70° E.	22.19	71	N. 51 $\frac{1}{4}$ ° W.	51.59	110	N. 83° W.	12.25	149	S. 61 $\frac{1}{2}$ ° E.	14.40
33	S. 74 $\frac{3}{4}$ ° E	46.51	72	N. 19 $\frac{3}{4}$ ° E.	124.40	111	S. 18° W.	41.00	150	S. 14 $\frac{3}{4}$ ° E.	4.04
34	S. 65 $\frac{1}{2}$ ° E.	59.46	73	N. 39 $\frac{1}{2}$ ° E.	20.20	112	S. 14° W.	20.14	151	S. 56 $\frac{3}{4}$ ° W.	7.84
35	S. 68° E.	173.00	74	N. 63° E.	31.66	113	N. 64° W.	80.83	152	S. 1° E.	2.92
36	S. 72° E.	20.00	75	N. 4° E.	5.68	114	N. 89° W.	80.70	153	S. 86° E.	6.32
37	S. 18° E.	60.00	76	N. 43 $\frac{3}{4}$ ° W.	9.55	115	N. 56 $\frac{3}{4}$ ° W.	175.00	154	S. 51° E.	7.00
38	S. 58 $\frac{1}{2}$ ° W.	23.20	77	N. 47 $\frac{1}{2}$ ° E.	8.00	116	N. 18° W.	66.62	155	S. 22 $\frac{3}{4}$ ° E	1.92
39	S. 9° W.	8.76	78	N. 16° W.	5.00	117	N. 52 $\frac{1}{2}$ ° W.	60.60	156	S. 27 $\frac{1}{4}$ ° E	15.27

U. S.
S. E. B.

P-1-90



Second Standard

Line South of San Bernardino Base Line
CATALINA

ISLAND

OCEAN

T. 9 S. R. 16 W.

T. 9 S. R. 15 W.
Lot No 38

T. 9 S. R. 14 W.

PACIFIC

Approved; S. Upson
U.S. Surv. Gen'l. Cal.



San Francisco Cal.
Oct. 10th 1866

Recorded June 9th 1868. at
request of James Lick

P-1-92
12

RECORDED AT THE REQUEST OF
DIRECTOR OF REVENUE
COUNTY OF LOS ANGELES
Los Angeles, California 90017

6078862

NO. 1 R 313

Consideration Less Than \$100.00
No Internal Revenue Tax

DEED OF GIFT

By gift the SANTA CATALINA ISLAND COMPANY, a corporation organized under the laws of the State of Delaware, hereby grants to the UNIVERSITY OF SOUTHERN CALIFORNIA, a corporation organized under the laws of the State of California, the following described real property located in the County of Los Angeles, State of California:

That portion of Santa Catalina Island, in the county of Los Angeles, state of California, as granted to Jose Maria Covarrubias by Patent dated April 10, 1867, and recorded in book 1 page 81 et seq., of Patents, in the office of the county recorder of said county, described as follows:

Beginning at a point which lies South 64° 08' 17" West 1079.46 feet from U. S. C. & G. S. Triangulation Station "Channell" as shown on the "Map of Santa Catalina Island" showing the rectangular co-ordinate system and dated August 20, 1948 attached to and made a part of that certain lease recorded on August 10, 1949 as Instrument No. 2237 in book 30745 page 66 of Official Records of said county, said point having co-ordinates of North 51,845.00 and East 50,700.00; thence South 6° 30' 00" West 460.00 feet; thence North 72° 15' 00" West to the ordinary high tide line of the Pacific Ocean; thence northwesterly along said ordinary high tide line to a point South 21° 00' 00" West from a point whose co-ordinates are North 51,855.91 and East 50,075.09; thence North 21° 00' 00" East to a point whose co-ordinates are North 51,855.91 and East 50,075.09; thence South 89° 00' 00" East 625.00 feet to the point of beginning.

T. I. REC. MAR 1 9 65

313

FEB 7 1972

Recording Requested By:

3101

Gale C. Guthrie, Esq.
Musick, Peeler & Garrett
One Wilshire Boulevard
Los Angeles, Calif. 90017
When Recorded Send to:

Gale C. Guthrie, Esq.
Musick, Peeler & Garrett
One Wilshire Boulevard
Los Angeles, Calif. 90017
Mail Tax Statements to:

University of Southern California
University Park
Los Angeles, California 90007

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
11 Min. Past 3 P.M. FEB 7 1972
Registrar-Recorder

Space above for use of County Recorder only

FEE \$ 1.75 \$

DEED OF GIFT

SANTA CATALINA ISLAND COMPANY, a corporation organized under the laws of the State of Delaware, as a gift without monetary consideration, hereby grants to the UNIVERSITY OF SOUTHERN CALIFORNIA, a nonprofit corporation organized under the laws of the State of California, upon and subject to the special limitation hereinbelow set forth, the following described real property and all improvements thereon (collectively referred to as the "Property") located in the County of Los Angeles, State of California:

That portion of Santa Catalina Island in the County of Los Angeles, State of California, as granted to Jose Maria Covarrubias by Patent dated April 10, 1867 and recorded in Book 1, pages 81 et seq. of Patents in the Office of the County Recorder of said County, said portion being a part of Lot 86 of L.A.C.A. Map No. 59 as per map recorded in Book 1, page 7 of Assessor's Maps in the Office of the Recorder of said County, described as follows:

Beginning at a point that lies South 64°08' 17" West 1079.46 feet from U.S.C. & G.S. triangulation station "CHANNEL" as shown on said L.A.C.A. Map; thence South 6°30'00" West 460.00 feet; thence South 35°37'40" East 138.19 feet; thence North 54°22'20" East 204.92 feet; thence North 83°31'26" East 511.79 feet; thence North 1°12'32" West 551.85 feet to a point that is South 77°01'18" West 710.00 feet to said point of beginning. The bearings used in this description are based upon the line bearing South 2°20'27" West; extending from triangulation station "CHANNEL" to triangulation station "TOWER" as shown on said map.

RESERVING UNTO GRANTOR all mineral rights in, under or as an incident to the land hereinabove

DOCUMENTARY TRANSFER TAX \$ None
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE
Gale C. Guthrie, Esq.
Signature of Declarant or Agent determining tax. Firm Name

FEB 7 1972

3101

FEB 7 1972

described, together with the right to exploit and remove the same, provided that such exploration or removal shall be done only in such manner as will not interfere with the Grantee's use and occupancy of the said land.

SUBJECT TO: (a) Current taxes and assessments; and
(b) All matters of record.

(containing 8.77 acres more or less)

The foregoing grant is made and accepted upon and is expressly subject to the following special limitation which shall operate to make the interest hereby granted in the Property a fee determinable upon the violation of such limitation, to wit:

That the Property described above is hereby granted to Grantee only for so long as Grantee (i) holds and uses the Property only for Educational Purposes; (ii) constructs a student and faculty residence building containing not less than 17,600 square feet of floor area on such Property and completes such construction by December 31, 1973 or such subsequent date as Grantor and Grantee may agree to in a written instrument recorded in the Office of the County Recorder of Los Angeles County, California, and (iii) thereafter holds and uses such building for a student and faculty residence and for no other use for a period of at least thirty years from the date of completion of construction. The term "Educational Purposes" shall include all ancillary activities conducted in connection with and directly related to the operation of research, housing and recreational facilities for university personnel.

The foregoing special limitation shall inure to and pass with the Property and every part or parcel thereof, shall apply to and bind the successors and assigns of Grantee and shall inure to the benefit of the successors and assigns of Grantor. Upon the violation of such limitation, all right, title and interest of Grantee in and to the Property shall automatically terminate, revert to and become the property of Grantor, its successors or assigns, who shall have the right immediately to enter upon and take possession of the property without any further act or authorization, and Grantee shall thereby forfeit all right, title and interest in said land and in any and all

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FEB 7 1972

improvements therein or thereto.

Upon violation of the foregoing limitation Grantor, or its successors or assigns, shall promptly record a declaration of reversion in the office of the County Recorder of Los Angeles County, California.

IN WITNESS WHEREOF, this Deed of Gift is executed as of the 26th day of January, 1972

SANTA CATALINA ISLAND COMPANY

By [Signature]
James E. Townsend
Its Vice President

By [Signature]
Malcolm J. Renton
Its Secretary

This Deed is accepted and the special limitation contained therein is agreed to as of the 17th day of January, 1972.

UNIVERSITY OF SOUTHERN CALIFORNIA

By [Signature]
Its Vice President
Financial & Legal Affairs
By [Signature]
Its Assistant Secretary

FEB 7 1972

3101

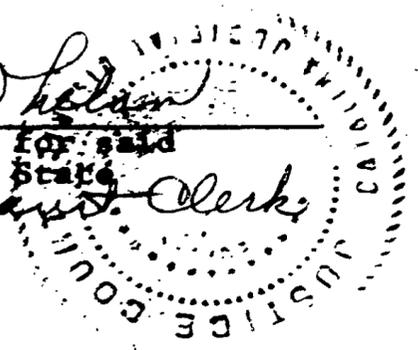
FEB 7 1972

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On January 26th, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JAMES E. TOWNSEND, known to me to be the Vice President, and MALCOLM J. RENTON, known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Fern Whelan
Notary Public for said
County and State
Justice Court Clerk



FEB 7 1972

3101

FEB 7 1972

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On January 17, 1972, before me, the undersigned, a Notary Public in and for said State, personally appeared Carl M. Franklin known to me to be the Vice Pres., and Mary C. Ryan known to me to be the Asst. Secretary of University of Southern California, the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of said corporation, and acknowledged to me that such corporation executed the within Instrument pursuant to its By-Laws or a resolution of its Board of Trustees.

WITNESS my hand and notarial seal.



Barbara P. Pavlak
Notary Public for said
County and State

FEB 7 1972

3101

T. I. REC. MAR 1 9 65

RESERVING UNTO GRANTOR all mineral rights in, under or as an incident to the land hereinabove described, together with the right to exploit and remove the same, provided that such exploration or removal shall be done only in such manner as will not interfere with the Grantee's use and occupancy of the said land.

SUBJECT TO: (a) Current taxes and assessments; and
(b) Covenants, conditions, restrictions, easements, rights of way and all other matters of record.

The foregoing grant is made upon the express condition subsequent that the Grantee will commence and complete the construction of a marine science laboratory building containing not less than twenty thousand (20,000) square feet of floor area on the real property described above on or before April 1, 1968.

In the event of the breach of the foregoing condition subsequent all right, title and interest of the Grantee in and to the above described real property shall, at the election of Grantor, revert to and become the property of the Grantor who shall have the immediate right of entry upon said real property and Grantee shall forfeit all right, title and interest in said land and in any and all improvements therein or thereto.

In the event Grantor shall fail to cause an election to re-enter for a breach of the foregoing condition subsequent to appear of record by an action or by a declaration recorded in the office of the county recorder of Los Angeles County, California, on or before April 1, 1968, such condition subsequent, together with all rights of the Grantor to re-enter thereon as hereinabove provided, shall forthwith terminate and be extinguished and Grantee thereupon shall have

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Los Angeles County
Department of Regional Planning

Planning for the Challenges Ahead



OWNERSHIP AND CONSENT AFFIDAVIT
(For Public Hearing Applications)

This is to certify under penalty of perjury that the undersigned is/are the record owner(s) of the property known as:

7480-040-13, 25, 26

_____ and
Assessor's Map Book, Page and Parcel

See Attached

_____ and
Legal Description

1 Big Fisherman Cove, Avalon, CA 90704

_____ and
Street Address (if applicable)

that I/we consent to the filing of the public hearing application(s) on our property for processing by the Los Angeles County Department of Regional Planning. I/We declare under penalty of perjury that I/we have reviewed this Affidavit and the information furnished is true and correct.

Executed this 7th day of AUGUST 2015 at IRVINE

California, under penalty of perjury of the laws of the State of California.

(To be signed by all record owners)

Signature: [Signature] Print Name: KRIS WILHELM

Signature: _____ Print Name: _____

Signature: _____ Print Name: _____

Signature: _____ Print Name: _____

(For additional names, please use a separate sheet of paper)

(NOTARY TO BE ATTACHED)

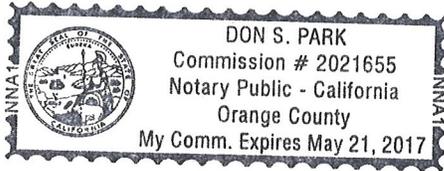
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Orange
On 8/17/2015 before me, Don S. Park, Notary Public, personally appeared

KRIS WILHELM

who proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature  (Seal)





Los Angeles County
Department of Regional Planning

Planning for the Challenges Ahead



OWNERSHIP AND CONSENT AFFIDAVIT
(For Public Hearing Applications)

This is to certify under penalty of perjury that the undersigned is/are the record owner(s) of the property known as:

APN: 7480-040-026

_____ and
Assessor's Map Book, Page and Parcel

THAT PORTION OF SANTA CATALINA ISLAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS GRANTED TO JOSE MARIA COVARRUBIAS BY PATENT DATED APRIL 10, 1867 AND RECORDED IN BOOK 1, PAGES 81 ET SEQ. OF PATENTS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION BEING A PART OF LOT 86 OF L.A.C.A. MAP NO. 59 AS PER MAP RECORDED IN BOOK 1, PAGE 7, OF ASSESSOR'S MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, AND BEING ALL OF THE LAND DESCRIBED IN THOSE CERTAIN DEEDS OF GIFTS RECORDED MARCH 19, 1965 AS INSTRUMENT NO. 313 AND RECORDED FEBRUARY 7, 1972 AS INSTRUMENT NO. 3101, BOTH OF OFFICIAL RECORDS OF SAID COUNTY.

_____ and
Legal Description

1 Big Fisherman Cove, Avalon, CA 90704
_____ and
Street Address (if applicable)

that I/we consent to the filing of the public hearing application(s) on our property for processing by the Los Angeles County Department of Regional Planning. I/We declare under penalty of perjury that I/we have reviewed this Affidavit and the information furnished is true and correct.

Executed this _ _ day of _ _ 201 _ _ at _ _
California, under penalty of perjury of the laws of the State of California.

(To be signed by all record owners)

Signature: _____ Print Name: Brian League

Signature: _____ Print Name: _____

Signature: _____ Print Name: _____

Signature: _____ Print Name: _____

(For additional names, please use a separate sheet of paper)

(NOTARY TO BE ATTACHED)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

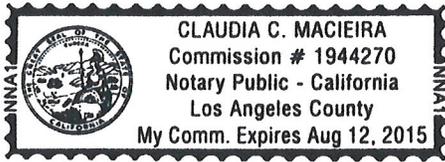
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 8-10-2015 before me, Claudia C. Macieira, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Brian League
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



Los Angeles County
Department of Regional Planning

Planning for the Challenges Ahead



DISCLOSURE AFFIDAVIT

This is to affirm that the undersigned is/are the record owner(s) and/or applicant(s) of the real property located in the County of Los Angeles, State of California that is legally described as: Por. Lot 86 of
L.A.C.A. Map No. 59 per map recorded in Bk 1, pg 7 of Assessor's map as described
in Gift Deeds recorded as Inst Nos. 313 and 3101 of LA County Official Records

Address: 1 Big Fisherman's Cove, Avalon, CA Assessor Parcel No.: 7480-040-026

and that, I/we have not subdivided any contiguous properties, and do not have any family, corporate or business relationships (including stock or share ownership) or agreements with owners or subdividers of contiguous properties or have not built on such contiguous lot or parcels. (Insert exceptions here): _____

I/We understand that the purpose of this disclosure is to reveal any circumstances which could result in a violation of the Ordinances relating to building in Hillside Management areas and/or Significant Ecological Areas identified in the County of Los Angeles General Plan adopted on November 25, 1980 and the Subdivision Map Act.

I/We declare under penalty of perjury that I/we have reviewed this Affidavit and that the information furnished is true and correct.

Signature(s) to be signed by all record owner(s) and applicant (For additional names, please use a separate sheet of paper):

Sign: <u>[Signature]</u>	Print: <u>Brian League</u>
Sign: _____	Print: _____
Sign: _____	Print: _____
Sign: _____	Print: _____

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

see attached.

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the person(s) whose name(s) _____ subscribed to the within instrument and acknowledged that _____ executed the same.

WITNESS my hand and official seal.

Signature

Notary Name (typed or printed)

(This area for official notary seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

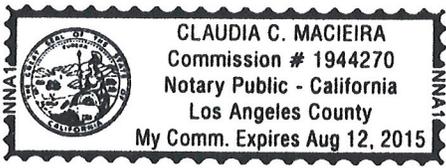
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 8-10-15 before me, Claudia C. Macieira, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Brian League
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

AFFIDAVIT OF EASEMENTS OF RECORD

TENTATIVE MAP NO.: 073495

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

I, _____, declare under penalty of perjury that all easements of record, [as shown on Preliminary Title Report No. 23015721, 722, 723 dated: _____ furnished to this office by (company name): _____] are shown on the Tentative Map No.: 073495 and that if the easements are blanket or indeterminate in nature, that a statement to that effect has been placed on the tentative map. The purpose and ownership of all easements are also stated.

Executed at _____, this _____ day of _____, 20_____.

(Signature of Owner/Subdivider/Agent required):

Print: _____ Sign: _____

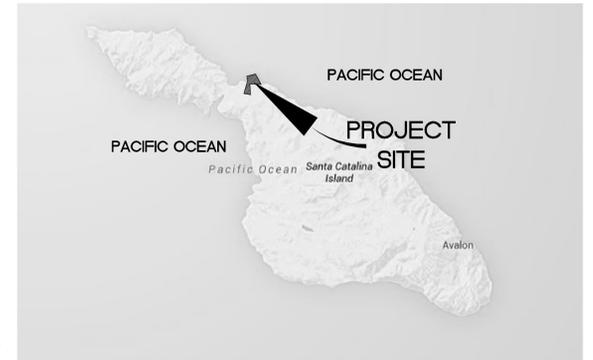
Print: _____ Sign: _____

Print: _____ Sign: _____

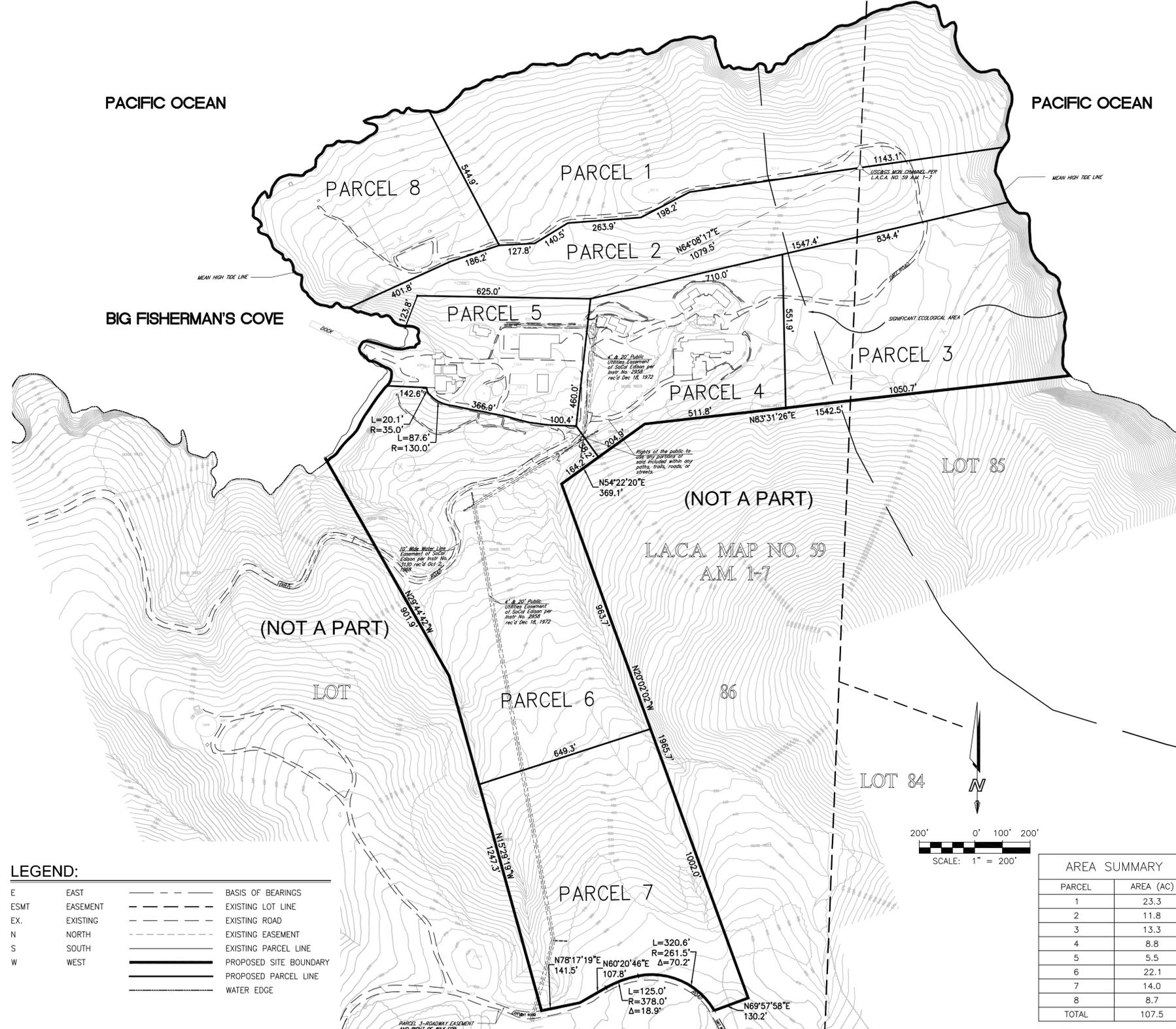
NOTE: The use of that portion of the affidavit in brackets is optional and may be deleted.

MINOR LAND DIVISION TENTATIVE PARCEL MAP NO. 073495

FOR FINANCE/CONVEYANCE PURPOSES
BEING A SUBDIVISION OF A PORTION OF LOTS 85 AND 86 IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA PER L.A.C.A. MAP NO. 59 A PER MAP RECORDED IN BOOK 1, PAGE 7 OF ASSESSOR'S MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



VICINITY MAP
NTS



LEGAL DESCRIPTION

THAT PORTION OF SANTA CATALINA ISLAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS GRANTED TO JOSE MARIA COVARRUBIAS BY PATENT DATED APRIL 10, 1867 AND RECORDED IN BOOK 1, PAGES 81 ET SEQ. OF PATENTS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION BEING A PART OF LOTS 85 AND 86 OF L.A.C.A. MAP NO. 59 AS PER MAP RECORDED IN BOOK 1, PAGE 7, OF ASSESSOR'S MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

APN: POR. 7480-040-013 & POR. 7480-040-025

THAT PORTION OF SANTA CATALINA ISLAND IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS GRANTED TO JOSE MARIA COVARRUBIAS BY PATENT DATED APRIL 10, 1867 AND RECORDED IN BOOK 1, PAGES 81 ET SEQ. OF PATENTS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION BEING A PART OF LOT 86 OF L.A.C.A. MAP NO. 59 AS PER MAP RECORDED IN BOOK 1, PAGE 7, OF ASSESSOR'S MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, AND BEING ALL OF THE LAND DESCRIBED IN THOSE CERTAIN DEEDS OF GIFTS RECORDED MARCH 19, 1965 AS INSTRUMENT NO. 313 AND RECORDED FEBRUARY 7, 1972 AS INSTRUMENT NO. 3101, BOTH OF OFFICIAL RECORDS OF SAID COUNTY.

APN: 7480-040-026

BASIS OF BEARINGS

THE BEARING NORTH 56°06'02" EAST OF THE CALCULATED LINE CONNECTION USC&GS TRIANGULATION STATIONS CHANNEL AND ISTHMUS, AS SHOWN ON LACA MAP NO. 59, AMB 1/7, WAS TAKEN AS THE BASIS OF BEARING FOR THIS SURVEY

BENCHMARK

BENCHMARK DESIGNATION: SCRIBED "+"
MONUMENT TYPE: SCRIBED "+"
ADJ. ELEV. = 100.00 ADJUSTMENT = ASSUMED
SCRIBED "+"
SCRIBED "+ SET IN AERIAL TARGET LOCATED 100' SOUTHEASTERLY OF THE CENTER OF THE HELIPORT.

ZONING

EXISTING ZONING/LAND USE:
COMMUNITY: SANTA CATALINA ISLAND LAND USE
PLAN: (TWO HARBORS) OPEN SPACE/RECREATIONAL/STRUCTURED RECREATIONAL

NOTES

- EXISTING PARCELS: 4
- PROPOSED PARCELS: 8
- THERE ARE CURRENTLY 13 EXISTING BUILDINGS ON THE SITE. ALL BUILDINGS ARE TO REMAIN.
- WATER PURVEYOR SERVED BY SOUTHERN CALIFORNIA EDISON
- SEWER PRIVATE SERVED BY EXISTING ON SITE TREATMENT FACILITY

OWNERS

UNIVERSITY OF SOUTHERN CALIFORNIA
3335 S. FIGUEROA ST., UNIT G | UGW 110
LOS ANGELES, CA 90089
TEL: 213.740.5467

CONTACT: BRIAN LEAGUE

SANTA CATALINA ISLAND COMPANY
150 METROPOLE AVE
AVALON, CA 90704
TEL: 310.510.2000

CIVIL ENGINEER

FUSCOE ENGINEERING
600 WILSHIRE BLVD., SUITE 1470
LOS ANGELES, CA 90017
TEL: 213.988.8802

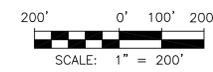
CONTACT: JOHN OLIVIER

SITE ADDRESS

WRIGLEY MARINE SCIENCE CENTER
USC WRIGLEY INSTITUTE
1 BIG FISHERMAN COVE
AVALON, CA 90704

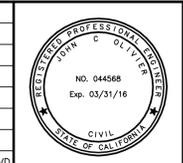
LEGEND:

E	EAST	---	BASIS OF BEARINGS
ESMT	EASEMENT	---	EXISTING LOT LINE
EX.	EXISTING	---	EXISTING ROAD
N	NORTH	---	EXISTING EASEMENT
S	SOUTH	---	EXISTING PARCEL LINE
W	WEST	---	PROPOSED SITE BOUNDARY
		---	PROPOSED PARCEL LINE
		---	WATER EDGE



AREA SUMMARY	
PARCEL	AREA (AC)
1	23.3
2	11.8
3	13.3
4	8.8
5	5.5
6	22.1
7	14.0
8	8.7
TOTAL	107.5

NO.	REVISIONS	DATE	APP'VD



FUSCOE
ENGINEERING
600 Wilshire Blvd., Suite 1470
Los Angeles, California 90017
tel 213.988.8802 • fax 213.988.8803
www.fuscoe.com

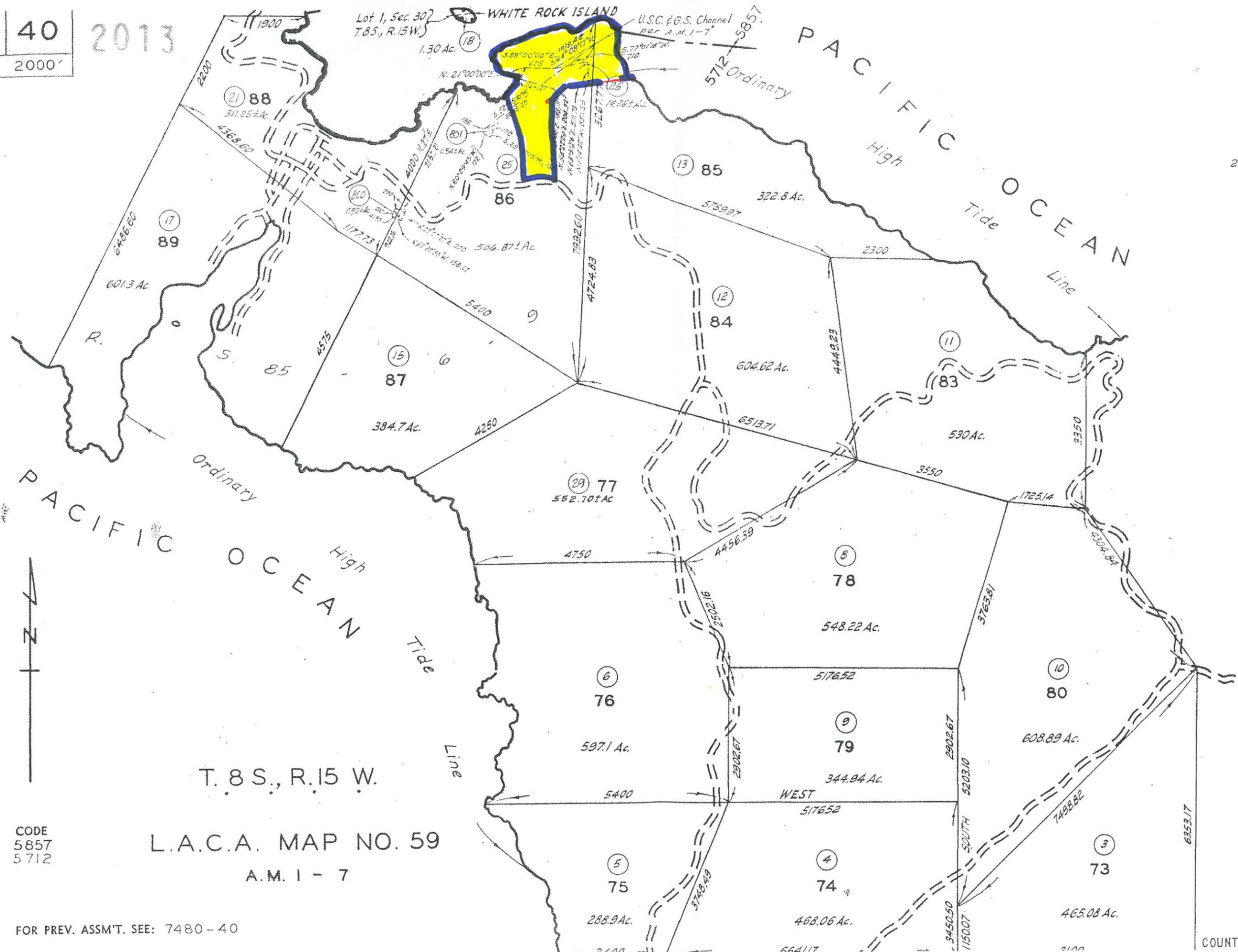
**TENTATIVE PARCEL MAP
MAP NO. 073495
WRIGLEY MARINE SCIENCE CENTER**

DATE:	8/7/2015
SCALE:	AS SHOWN
JOB NO.:	1401-001
DRAWN:	NS
CHECKED:	JO
SHEET	1 OF 1

11-9-64
 6-25-65
 670706514
 681101106
 681216
 700720609
 720405353
 730129804
 740411
 740419802
 891031
 19990707
 2013032102011001-14

7480 40
 SCALE 1" = 2000'

2013



T. 8 S., R. 15 W.
 L.A.C.A. MAP NO. 59
 A.M. 1 - 7

CODE
 5857
 5712

FOR PREV. ASSM'T. SEE: 7480 - 40

Vicinity Map



Address: USC WRIGLEY MARINE SCIENCE CENTER, CATALINA



15-240

PACIFIC OCEAN

WHITE ROCK ISLAND

FISHERMANS
COVE

USC WRIGLEY MARINE
SCIENCE CENTER

WATER
TANK

SANTA CATALINA ISLAND

85

86

5769

LAND USE

500 FT RADIUS MAP

506.87 ± Ac

7992.60

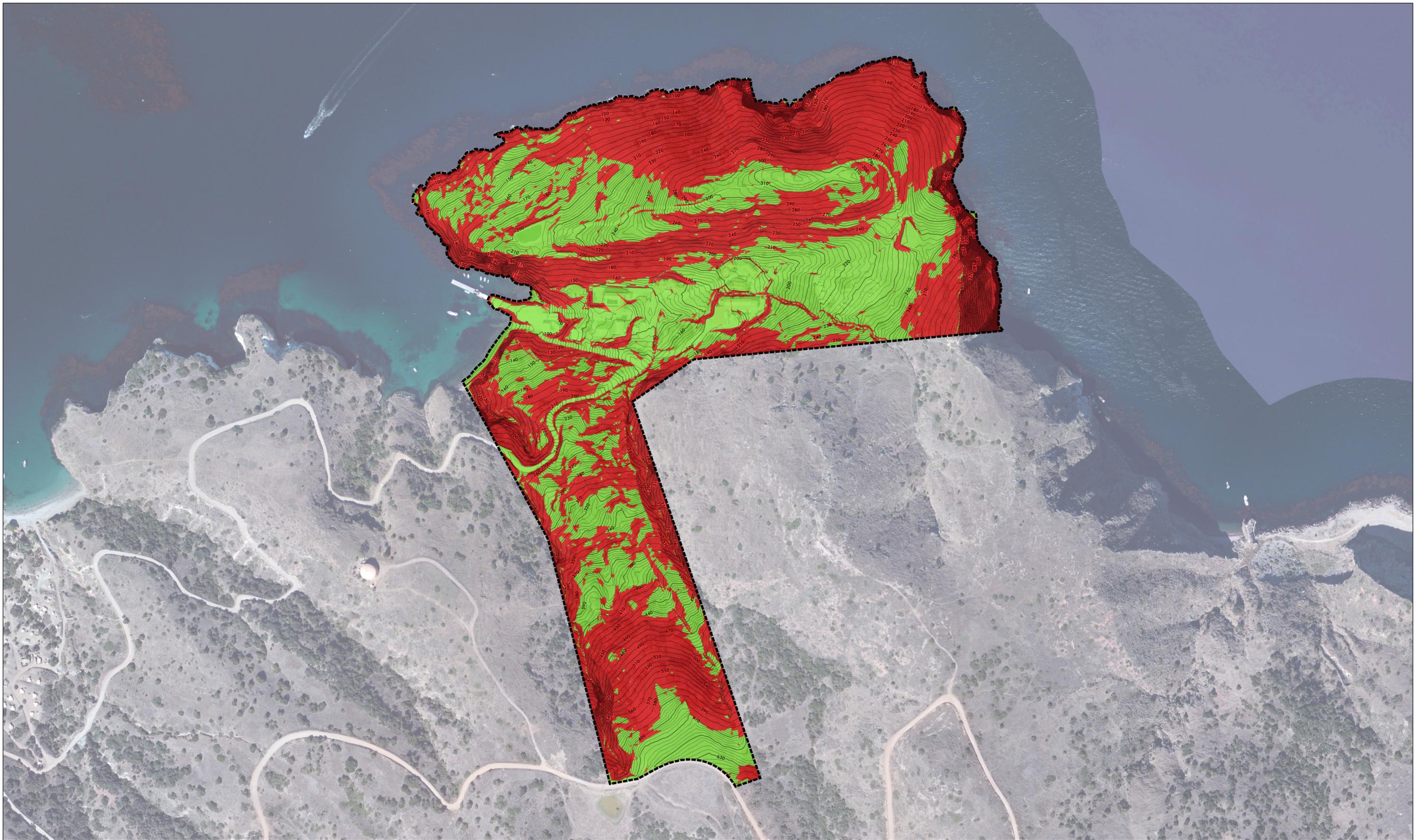
1.83

CASE NO:
DATE: 08-05-15
SCALE: 1" = 200'

QMS 15-240

QMS Quality Mapping Service

14549 Archwood St. Suite 301
Van Nuys, California 91405
Phone (818) 997-7949 - Fax (818) 997-0351
qmapping@qesqms.com



Tentative Parcel Map #73495 Slope Analysis

Santa Catalina Island



G:\150428_CatalinaAerial\Slope_150428.mxd

Legend

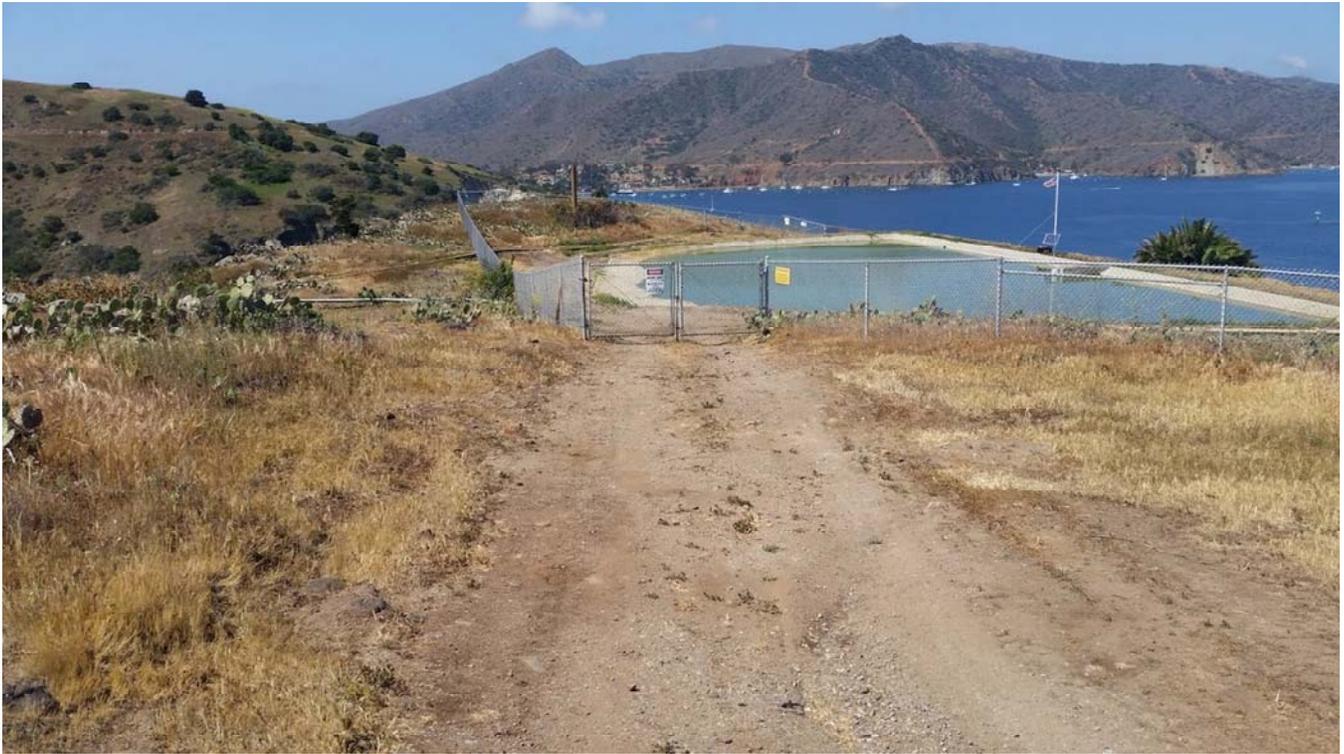
- Project Boundary (107.4 AC)
- Major Contour Lines
- 0 - 25% Slopes (45.1 AC)
- Slopes greater than 25% (62.3 AC)
- Minor Contour Lines

Exhibit 1

4/28/2015



WRIGLEY MARINE INSTITUTE SITE PHOTOS















ENVIRONMENTAL ASSESSMENT INFORMATION FORM

PLEASE READ CAREFULLY

- Consult with planning staff to determine if your project is subject to CEQA.
- This questionnaire will assist the county in conducting an Initial Study, for projects subject to the California Environmental Quality Act (CEQA).
- Call 213-974-6438 to schedule a submittal appointment.
- Must be submitted in person.

STAFF USE ONLY

PROJECT NO: _____
 PERMIT NO: _____
 ENV: _____ CE? Y N CLASS#: _____
 ZONE: _____ PLAN: _____
 ESHA/SEA? Y N ESHA/SEA: _____
 CSD/TOD? Y N CSD/TOD: _____
 SUPV DIST: 1 2 3 4 5 ZONED DIST: _____
 COASTAL? Y N HSG PERMIT? Y N
 RFS? Y N RFS NO: _____

1. Subject Property (Sujeto Propiedad)

ASSESSOR'S PARCEL NUMBER(S):

7480-040-026 (14.2 acres) and portions of 7480-040-025 and 7480-040-013

SUBJECT PROPERTY ADDRESS OR SITE LOCATION:

1 Big Fisherman Cove, Two Harbors, CA 90704

2. Project Description (Descripción del Proyecto) Attach additional sheets if necessary.

A proposed 8 parcel subdivision. While no development or change in current use is proposed, a SEA CUP and Coastal Development Permit are required.

3. Owner(s) (Dueño/a Registrado)

NAME: Santa Catalina Island Company (& USC)		PHONE: (310) 510-2000
ADDRESS: P.O. Box 5069; 150 Metropole Avenue		FAX:
CITY / STATE: Avalon, CA	ZIP: 90704	E-MAIL:

4. Applicant (Solicitante) If different from owner

NAME: University of Southern California		PHONE: (213) 740-5467
ADDRESS: 3335 S. Figueroa Street, Unit G		FAX: (213) 821-3073
CITY / STATE: Los Angeles, CA	ZIP: 90089	E-MAIL: brian.league@usc.edu

5. Agent (Agente) If different from owner / applicant

NAME: John Olivier (Fuscoe Engineering)		PHONE: (949) 474-1960
ADDRESS: 16795 Von Karman Avenue, Suite 100		FAX: (949) 474-5315
CITY / STATE: Irvine, CA	ZIP: 92606	E-MAIL: jolivier@fuscoe.com

Primary contact regarding this questionnaire? Check one: Owner Applicant Agent

ENVIRONMENTAL ASSESSMENT INFORMATION FORM

Project No.: _____

1. Describe each item as it relates to the PROJECT SITE:

- a. Existing land uses / structures: Research institutional facility (University of Southern California Wrigley Marine Science Center)/lab building, residential structures, cafeteria, admin building, heliport
- b. Topography / slope: Mountainous hillside terrain with valley and bordered by ocean/ some slopes greater than 50%
- c. Vegetation: Undeveloped areas covered primarily with coastal sage scrub or chaparral; also includes native and non-native grasslands, alkali heath meadow, developed and disturbed areas
- d. Wildlife: Area supports variety of native wildlife species including woodpecker, quail, swallows, wren, goldfinch, towhee, raven, ground squirrel and American bison.
- e. Surface waters: The developed Wrigley Science Center adjacent to intermittent drainage and project location is surrounding by the Pacific Ocean
- f. Cultural / historical resources: There are no historical resources but archaeological sites are recorded within one-half mile of project location and possibly on-site.
- g. Other:

2. Describe each item as it relates to the SURROUNDING AREA:

- a. Existing land uses / structures: The surrounding area is primarily undeveloped with the exception of Two Harbors located about 1.5 miles southwest.
- b. Topography / slope: Similar to the project site, the topography is mountainous hillsides with valleys and Pacific Ocean along the coastline
- c. Vegetation: Similar to the project site, with the exception of Two Harbors, the surrounding area is mostly covered with native chaparral and coastal sage scrub, oak trees are present.
- d. Wildlife: Variety of native wildlife species including mammals, reptiles, and birds. Marine organisms are found along the coast.
- e. Surface waters: There are no standing surface waters on the island but the Pacific Ocean surrounds the island.
- f. Cultural / historical resources: Cultural resources are recorded in the surrounding areas.
- g. Other:

ENVIRONMENTAL ASSESSMENT INFORMATION FORM

Project No.: _____

3. Will the proposed project change the pattern, scale or character of the surrounding general area?

Yes No If yes, describe:

The proposed project is an eight (8) parcel land division; there are no proposed changes to the existing land uses and all existing structures will remain.

4. What steps can be taken to mitigate any adverse effects that may result from this project? List the adverse effect first, then the mitigation measure(s) to reduce that effect.

Because the proposed project is a land division with no new development, no adverse effects will result from the project.

5. Have the water, sewer, fire and flood control agencies serving the project been contacted to determine their ability to provide adequate service to the proposed project?

Yes No If yes, attach response.

GEOLOGY

6. Are there identifiable landslide risk, fault lines or zones, liquefaction hazards, expansive soils, or subsidence risks which that would impact the project? Is the project site located on uncompacted fill?

Yes No Unknown If yes, describe:

Both potential landslide and liquefaction areas exist but the proposed project does not include grading or landform alteration.

7. Does the project propose grading or alteration of topography, or contain slopes over 25 percent?

Yes No If yes, describe:

No grading is proposed.

FLOOD

8. Does the project site contain a drainage course or waterway?

Yes No Unknown If yes, describe:

There are two prominent drainages courses on-site; the proposed project does not included change to existing topography.

9. Is the project located within or contain a floodway, flood plain or designated 100-year flood hazard zone?

Yes No Unknown If yes, describe:

The existing research facility is located adjacent to floodway but the proposed project will not alter any drainages or propose new development.

ENVIRONMENTAL ASSESSMENT INFORMATION FORM

Project No.: _____

10. Will the project alter the existing drainage pattern of the site or area? Do offsite drainage facilities have capacity to accommodate site runoff?

Yes No Unknown If yes, describe:

No alteration to existing drainage pattern is proposed.

FIRE

11. Is the property located within a Very High Fire Hazard Severity Zone (VHFHSZ) or hillsides area with moderately-to-very dense vegetation?

Yes No Unknown

12. Distance from project site to nearest fire station: 1.5 miles

NOISE

13. Describe existing noise sources and noise levels that now affect the site (aircraft, roadway noise, railroads, industry, etc.) and how they will affect proposed uses:

There are no existing noise sources sources that affect the site, which is surrounded by undeveloped areas.

14. Describe the type of short-term and long-term noise to be generated, including the source and amount:

There will be no new short-term or long-term noise generated by the project.

15. Are sensitive receptors, e.g., schools hospitals, residences, located near the project site? How will project noise levels affect adjacent properties and on-site uses?

There are no sensitive noise receptors near the project site.

16. What methods of soundproofing are proposed?

No soundproofing is proposed or required as no development besides the 8-parcel land division is proposed.

WATER QUALITY

17. Does the project propose the use of a private water well?

Yes No Unknown

18. Does the project propose private wastewater disposal or on-site septic systems?

Yes No

19. How much wastewater will the project generate? Unknown

ENVIRONMENTAL ASSESSMENT INFORMATION FORM

Project No.: _____

No wastewater will be generated by the project. Existing uses have a treatment facility.

20. Are there any bodies of water (including domestic water supplies) into which the site drains?

Yes No Unknown If yes, describe:

The project site drains to the Pacific Ocean.

AIR QUALITY

21. Will the project result in increased air emissions or create objectionable odors during or after construction?

Yes No Unknown If yes, describe:

No new development is proposed besides the 8-parcel land division.

GREENHOUSE GASES

22. Will the project generate greenhouse gas (GhGs) emissions, either directly or indirectly, that may have a significant impact on the environment (i.e., on global climate change)? The significance of the impacts of a project's GhG emissions should be evaluated as a cumulative impact rather than a project-specific impact.

Yes No Unknown If yes, describe:

No new development is proposed besides the 8-parcel land division.

23. Will the project conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases including regulations implementing California AB 32 of 2006, the General Plan policies for implementing actions to reduce greenhouse gas emissions?

Yes No Unknown If yes, describe:

No new development is proposed besides the 8-parcel land division.

BIOTA

24. Is the project located within a Significant Ecological Area (SEA), SEA Buffer, Coastal Zone, coastal Environmentally Sensitive Habitat Resource Area (ESHA), Wildflower Reserve Area, or within a relatively undisturbed natural area?

Yes No If yes, describe:

The project site is located within a relatively undisturbed natural area and near two SEAs, Blue

Cavern Point and Upper Isthmus Canyon.

ENVIRONMENTAL ASSESSMENT INFORMATION FORM

Project No.: _____

25. Will grading, fire clearance or other improvements remove natural habitat or relatively undisturbed area?

Yes No If yes, describe:

No new development is proposed besides the 8-parcel land division and no new fire clearance is required.

26. Does the project contain coastal sage scrub, oak woodland, sycamore riparian, oak woodlands, wetlands, or other sensitive natural communities?

Yes No Unknown If yes, describe:

Yes, the project contains sensitive natural communities including purple needle grass grassland, island scrub oak chaparral, alkali heath meadow, Catalina cherry scrub, coastal prickly pear scrub, toyon chaparral and lemonade berry scrub.

27. Does the project area contain any known suitable habitat for listed endangered or threatened species, other sensitive species, or a wildlife corridor?

Yes No Unknown If yes, describe:

Crossosoma californicum, Dudleya virens and Gambelia speciosa are recorded from the project site.

OAK TREES

28. Are protected oak trees present? (Oak Tree Permit may be required.)

Yes No. If yes, indicate :

Total number of protected oak trees to be encroached: 0

Total number of protected oak trees to be removed : 0

29. Would the project, including project buildout, require removal of protected oak trees?

Yes No

CULTURAL RESOURCES

30. Does the project site contain rock formations indicating potential paleontological resources?

Yes No Unknown If yes, describe:

ENVIRONMENTAL ASSESSMENT INFORMATION FORM

Project No.: _____

31. Does the project site contain known archeological resources, or historic structures or sites?

Yes No Unknown If yes, describe:

Recorded archaeological resources previously recorded on-site. No new development is proposed.

AGRICULTURE AND FORESTRY

32. Does the project conflict with existing agricultural zoning or convert existing farmland to a non-agricultural use?

Yes No Unknown If yes, describe:

AESTHETICS

33. Is the project visible from a scenic highway or is it located within a scenic corridor?

Yes No Unknown If yes, describe:

There is no scenic highway in the project area; project site is visible from Two Harbors Bay.

34. Will the project impact a riding or hiking trail, ridgeline, shoreline view, significant natural feature or previously undisturbed area?

Yes No Unknown If yes, describe

No new development is proposed besides the 8-parcel land division.

35. Is the proposed use out-of-character in comparison to adjacent uses due to height, bulk or other features?

Yes No Unknown If yes, describe:

No new development is proposed besides the 8-parcel land division.

36. Will the project create sun shadow, light or glare problems?

Yes No Unknown If yes, describe:

No new development is proposed besides the 8-parcel land division.

ENVIRONMENTAL ASSESSMENT INFORMATION FORM

Project No.: _____

TRAFFIC / ACCESS

37. Estimate the post-construction vehicular traffic generated by the proposed project:

- 0 – 50 trips per day
- 51 – 250 trips per day
- 251 – 500 trips per day
- 500 + trips per day

38. Explain what effects the project may have on parking, vehicular traffic circulation, and potential traffic safety hazards in the area:

No new development is proposed besides the 8-parcel land division and there would be no project effect on parking, traffic circulation nor traffic safety.

39. Explain what effect, if any, the project may have on pedestrian or other non-motorized circulation in the area:

The project will no effect on pedestrian circulation.

40. Will the project conflict with public transit facilities (bus and rail) or bicycle facilities and bicycle lanes?

- Yes
 - No
 - Unknown
- If yes, describe:

The project will not conflict with public transit or bicycle facilities.

SCHOOLS (Residential Projects Only)

41. Indicate school district(s) serving the project:

42. Estimate the number of school children who will reside in the proposed project: _____

43. Do existing school facilities adequately accommodate the proposed project?

- Yes
- No
- Unknown

Verified by school administration? Yes No If yes, attach verification. If no, describe provisions for additional classroom capacity:

ENERGY CONSERVATION

44. Describe energy sources for the proposed project, and proposed designs, materials or features of the project that promote

ENVIRONMENTAL ASSESSMENT INFORMATION FORM

Project No.: _____

energy conservation or use of non-fossil-fuel energy sources.

The proposed project will not require any new energy sources.

HAZARDOUS MATERIALS

45. In the known history of the property, has there been any use, storage, or discharge of hazardous or toxic materials? Examples of hazardous or toxic materials include, but are not limited to, PCB's; radioactive substances; and herbicides, pesticides; paints; fuels, oils, solvents, or other flammable liquids or gases.

Yes No Unknown

If yes, please list the materials and describe their use, storage, or discharge on the property, including the dates of use, if known. Also note underground storage of the above:

The past uses of the existing research facility have used both paints and fuels.

46. Will the proposed project involve the temporary or long-term use, storage, discharge, or disposal of hazardous and/or toxic materials, including but not limited to those examples listed above?

Yes No If yes, provide an inventory of all such materials to be used and method of disposal:

No new development is proposed besides the 8-parcel land division.

NON-RESIDENTIAL PROJECTS

47. Workforce:

- a) Number of daily work shifts: _____
- b) Operating days and hours: _____
- c) Maximum number of employees: _____
- d) Maximum number of employees per shift: _____

48. Describe end products:

No new development is proposed besides the 8-parcel land division and no end products are made.

49. Describe waste products, including nonhazardous and hazardous waste:

The existing project was waste products associated with residential uses.

50. Method of nonhazardous and hazardous waste disposal:

Wastewater treatment facility on-site.

ENVIRONMENTAL ASSESSMENT INFORMATION FORM

Project No.: _____

51. Do operations require any pressurized tanks?

Yes No If yes, describe

Marine research includes use of oxygen tanks for diving.

52. Will delivery or shipment trucks travel through residential areas to reach the nearest highway?

Yes No. If yes, describe.

No new development is proposed besides the 8-parcel land division.

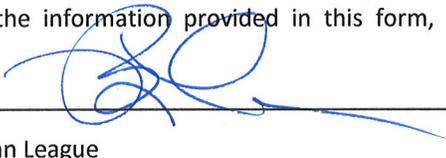
53. Other project or site condition information:

Owner / Applicant / Agent Application Certification (Certificación del Solicitante, Agente o Dueño/a)

By my signature below, I hereby understand and certify the following:

- 1. I understand that the environmental review associated with the submittal of this form is preliminary, and that after further evaluation, additional information, reports, studies, applications or fees may be required.
- 2. I understand that, whether or not my application is approved or denied, there may be a partial or no refund of fees paid, and;
- 3. I understand that submitting inaccurate or incomplete information may result in delays or the denial of my application, and;
- 4. I certify that the information provided in this form, including attachments, is accurate and correct to the best of my knowledge.

SIGNATURE:



DATE: August 7, 2015

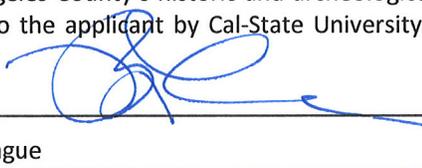
PRINT NAME: Brian League

CHECK ONE: Owner Applicant Agent

Archaeological Statement (Declaración Arqueológica)

Under the discretion of the Dept. of Regional Planning, proposed projects may be forwarded to the Archeological Information Center for consultation regarding potential impacts to historical and cultural resources, in order to assure the protection and preservation of Los Angeles County's historic and archeological resources. This review requires a nominal processing fee which will be billed directly to the applicant by Cal-State University. By my signature below, I understand this process and possible additional fees.

SIGNATURE (BLUE INK):



DATE: August 7, 2015

PRINT NAME: Brian League

CHECK ONE: Owner Applicant Agent