Raceway 2.0

East of 90<sup>th</sup> Street, North of West Avenue A, West of 70<sup>th</sup> Street West, South of Rosamond Avenue

## Rosamond, Kern County, California

October 7, 2019 (Revised August 14, 2020)

Terracon Project No. 60197265



Prepared for: sPower Long Beach, California

## Prepared by:

Terracon Consultants, Inc. Tustin, California



October 7, 2019 (Revised August 14, 2020)

# lerracon

sPower 5000 E Spring Street, Suite 130 Long Beach, California 90815

- Attn: Mr. Dallas Pugh P: (562) 348-1119 E: <u>dallas.pugh@spower.com</u>
- Re: Phase I Environmental Site Assessment Raceway 2.0 East of 90<sup>th</sup> Street, North of West Avenue A West of 70<sup>th</sup> Street West, South of Rosamond Avenue Rosamond, Kern County, California Terracon Project No. 60197265

Dear Mr. Pugh:

Terracon Consultants, Inc. (Terracon) is pleased to submit the enclosed Phase I Environmental Site Assessment (ESA) report for the above-referenced site. This assessment was performed in accordance with our Master Services Agreement, dated September 18, 2017, Task Order 42, and Terracon Proposal No. P60197265 dated June 26, 2019, revised September 5, 2019.

We appreciate the opportunity to be of service to you on this project. In addition to Phase I services, our professionals provide geotechnical, environmental, construction materials, and facilities services on a wide variety of projects locally, regionally and nationally. For more detailed information on all of Terracon's services please visit our website at <u>www.terracon.com</u>. If there are any questions regarding this report or if we may be of further assistance, please do not hesitate to contact us.

Sincerely, Terracon Consultants, Inc.

sauge St.

Eric J. St Michel Staff Scientist

Fabro M. Minerin

Fabio M. Minervini, P.G. California Licensed Geologist No. 7861 Attachments

felr lon to

Islam (Sami) R. Noaman, E.I.T. Environmental Department Manager

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Facilities

Geotechnical

## TABLE OF CONTENTS

			Page No.
EXEC	-	SUMMARY	
		ngs and Opinions	
	•	ficant Data Gaps	
		lusions	
	Recommendations		
1.0		ODUCTION	
	1.1	Site Description	
	1.2	Scope of Services	
	1.3	Standard of Care	
	1.4	Additional Scope Limitations, ASTM Deviations and Data Gaps	
	1.5	Reliance	
	1.6	Client Provided Information	3
2.0		SICAL SETTING	
3.0	HIST	ORICAL USE INFORMATION	
	3.1	Historical Topographic Maps, Aerial Photographs, Sanborn Maps	5
	3.2	Historical City Directories	8
	3.3	Site Ownership	10
	3.4	Title Search	
	3.5	Environmental Liens and Activity and Use Limitations	
	3.6	Interviews Regarding Current and Historical Site Uses	
	3.7	Prior Report Review	11
4.0	RECO	ORDS REVIEW	11
	4.1	Federal and State/Tribal Databases	12
	4.2	Local Agency Inquiries	
	4.3	Local Area Knowledge	
5.0	SITE	RECONNAISSANCE	19
	5.1	General Site Information	19
	5.2	Overview of Current Site Occupants	
	5.3	Overview of Current Site Operations	
	5.4	Site Observations	
6.0	ADJO	DINING PROPERTY RECONNAISSANCE	23
7.0	ADDI	TIONAL SERVICES	25
8.0	DECI	_ARATION	

## APPENDICES

APPENDIX A	Exhibit 1 - Topographic Map,
	Exhibit 2A - Site Diagram
	Exhibit 2B – Gen Tie Layout
APPENDIX B	Site Photographs
APPENDIX C	Historical Documentation and User Questionnaire
APPENDIX D	Environmental Database Information
APPENDIX E	Credentials
APPENDIX F	Description of Terms and Acronyms



## **EXECUTIVE SUMMARY**

This Phase I Environmental Site Assessment (ESA) was performed in accordance with our Master Services Agreement, dated September 18, 2017, Task Order 42, and Terracon Proposal No. P60197265 dated June 21, 2019, revised September 5, 2019, and was conducted consistent with the procedures included in ASTM E1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.* The ESA was conducted under the supervision or responsible charge of Sami (Islam) Noaman, Environmental Professional. Eric J. St Michel performed the site reconnaissance on September 19, 2019.

## Findings and Opinions

A summary of findings is provided below. It should be recognized that details were not included or fully developed in this section, and the report must be read in its entirety for a comprehensive understanding of the items contained herein.

#### Site Description and Use

The site is located east of 90<sup>th</sup> Street, north of west Avenue A, west of 70<sup>th</sup> Street West, and south of Rosamond Avenue in Rosamond, Kern County, California and consists of two non-contiguous tracts totaling approximately 1,311 gross acres including Assessor Parcel Numbers (APNs) 374-011-04, 374-011-11, 374-011-13, 374-250-01, 374-250-06 through -09, 374-020-41 & -42, 374-020-47 through -50, 374-011-07 & -08, 374-440-01 through -08, 374-210-08, 374-250-04, and a portion of 374-020-55. Additionally, the site includes five proposed routes for interconnections to substations located on 100<sup>th</sup> Street West, 110<sup>th</sup> Street West, 90<sup>th</sup>/ 95<sup>th</sup> Street West, 80<sup>th</sup> Street West and Rosamond Boulevard. Terracon understands the site is proposed for the development of six commercial solar farms identified herein as Site 1 through Site 6. Refer to Exhibit 2A of Appendix A for the layout the proposed commercial solar farms. During the site reconnaissance, the site was observed to be mostly vacant scrubland and paved/unpaved roads. Site improvements consisted of two dilapidated residential dwellings and an abandoned barn (northeast corner of Site 4), two metal rectangular warehouse buildings, one corrugated metal roof awning structure and a shed (Site 2), two metal roofed previous hay storage structure (northwest corner on Site 4), three pole-mounted transformers and thirteen groundwater wells.

## Historical Information

Based on a review of historical information, the site consisted of undeveloped and/or agricultural land with apparent residences and/or agricultural structures by the early 1940s. The western portion of the western tract was developed with an additional residence and/or agricultural structure by the late 1980s. Since the late 2000s, the site has remained relatively unchanged through the present.

The site has been utilized as agricultural land and the agricultural practice of crop production often includes the use of pesticides and/or herbicides. The historical agricultural activities on the site



may have included the use of pesticides and herbicides. The lack of stressed vegetation observed during the site reconnaissance would indicate the absence of extensive use of pesticides or herbicides on the site. Indications of pesticide and/or herbicide misuse or vegetative stress on the site or surrounding property were not observed during the site reconnaissance.

The properties surrounding the site and proposed gen-tie lines have consisted of undeveloped and/or agricultural land with apparent residences and/or agricultural structures to the south and west of the site by the early 1940s. Additional residences and/or agricultural structures were developed surrounding the site from the early 1960s through the present.

#### Prior Reports

Terracon performed a previous Phase I Environmental Site Assessment for portions of an approximately 1,854 acres of land, including some of the site parcels, in February 2019. The area assessed at that time was divided into seven plots and consisted of ten vacant barns/sheds, three vacant single-family residences, and twenty groundwater wells. The previous Phase I Environmental Site Assessment did not include the five gen-tie lines that are presented in this report. Recognized Environmental Condition (REC) or Controlled (CRECs) were not identified in connection with the site. No additional investigation was recommended.

#### Records Review

Selected federal and state environmental regulatory databases as well as responses from state and local regulatory agencies were reviewed. Calandri / Sonrise Farms – Kim Ranch, formerly located on proposed Site 4 of the site, is identified in the Facility Index System / Facility Registry System (FINDS/FRS) regulatory database. Based on a review of the listing, the area was reported as a vegetable farm and the owner submitted a risk management plan on June 9, 2006. Based on the apparent operations and the absence of release listings, Calandri / Sonrise Farms – Kim Ranch, does not represent a REC to the site.

In addition, the Southern CA Edison listing associated with a down pole-mounted transformer at the 70<sup>th</sup> Street and Holiday Avenue intersection was identified on the California Hazardous Material Incident Reporting System (CHMIRS). The CHMIRS listing indicated that a pole supporting a transformer collapsed on September 21, 2000 causing the transformer to rupture. The listing reported that approximately 10 gallons of mineral oil was released; however, information in regards to PCB content was not available. It is unclear if the release occurred on the site, road or adjoining property at the intersection. Based on the limited nature and contents of the release (mineral oil) and anticipated depth to groundwater in the site vicinity, the Southern CA Edison listing does not constitute a REC to the site.

The remaining facilities listed in the database report do not appear to represent RECs to the site at this time based upon regulatory status, apparent topographic gradient, depth to groundwater in the site vicinity (>175 feet bgs), and/or distance from the site.

#### Phase I Environmental Site Assessment Raceway 2.0 ■ Rosamond, CA October 7, 2019 (August 14, 2020) ■ Terracon Project No. 60197265



#### Site Reconnaissance

During the site reconnaissance, one above ground storage tank (AST), a household waste dumping area, a total of seven abandoned structures (including abandoned residential dwellings), and thirteen groundwater wells (previously used for agricultural practices) and three pole mounted transformers were observed on the site. RECs were not identified.

#### Adjoining Properties

The properties surrounding the site and gen-tie lines have consisted of undeveloped scrubland, residences, and agricultural land with associated agricultural structures. Currently, the southern portion across of 110<sup>th</sup>, 100<sup>th</sup> and 80<sup>th</sup> Street west consists of active solar farms. RECs were not identified.

#### Additional Services

As requested by the client, the following additional services were performed:

- Visual Observations for Suspect Asbestos
- Visual Observations of Suspect Lead-Based Paint

Findings for the additional services are as follows:

- Terracon identified potential asbestos-containing materials (ACM) on the site. On August 12 and 13, 2020 an asbestos survey was performed at the site.
- Terracon identified potential lead-based paint (LBP) on the site buildings painted surfaces. A lead-based paint survey was additionally performed at the site on August 12 and 13, 2020.

Findings of the ACM and LBP survey will be presented under separate cover.

## Significant Data Gaps

Significant data gaps were not identified.

#### Conclusions

We have performed a Phase I ESA consistent with the procedures included in ASTM Practice E1527-13 East of 90<sup>th</sup> Street, north of West Avenue A, West of 70<sup>th</sup> Street West, and South of Rosamond Avenue as well as five proposed gen-tie lines (Rosamond Boulevard gen-tie, 110<sup>th</sup> Street gen-tie, 100<sup>th</sup> Street gen-tie, 90<sup>th</sup>/95<sup>th</sup> Street gen-tie and 80<sup>th</sup> Street gen-tie) in Rosamond, Kern County, California, the site. Recognized Environmental Conditions (RECs) or Controlled RECs (CREC) were not identified in connection with the site.



## Recommendations

Based on the scope of services, limitations, and conclusion of this assessment, Terracon did not identify RECs or CRECs. As such, no additional investigation is warranted at this time. However, on the basis of the historical agricultural use of the site, if soils located on the site are to be disturbed during future excavation or construction activities, proper procedures should be followed with respect to worker health and safety.

Additionally, based on the observed structures located on the northeast corner of Site 4 and the central portion of Site 2, Terracon recommends that prior to demolition and/or renovations to the on-site structures, a thorough ACM/LP survey needs to be conducted prior to buildings demolition. It should be noted on August 12 and 13, 2020, Terracon performed an ACM/LP survey for the reported structures, the results of which are currently pending will be presented under separate cover.

Furthermore, thirteen (13) water wells were observed at the time of the site reconnaissance. Terracon recommends protection of the on-site water wells in place during construction activities and if these wells are to be abandoned, local and state requirements should be followed.



## **1.0 INTRODUCTION**

#### **1.1** Site Description

Site Name	Raceway 2.0	
	East of 90 <sup>th</sup> Street, north of west Avenue A, west of 70 <sup>th</sup> Street West, and south of Rosamond Avenue	
Site Location/Address	Assessor Parcel Numbers (APNs) 374-011-04, 374-011-11, 374-011- 13, 374-250-01, 374-250-06 through -09, 374-020-41 & -42, 374-020- 47 through -50, 374-011-07 & -08, 374-440-01 through -08, 374-210- 08, 374-250-04, and a portion of 374-020-55.	
Land Area	Approximately 1,311 acres and five proposed gen-ties	
Site Improvements	Site improvements consisted of seven vacant barns/sheds/residential dwellings, three pole-mounted transformers and thirteen groundwater wells.	
Anticipated Future Site Use	Redevelopment for commercial use as a solar farm	
Purpose of the ESA	Requirement for Permit Application.	

The location of the site is depicted on Exhibit 1 of Appendix A, which was reproduced from a portion of the USGS 7.5-minute series topographic map. The site and adjoining properties are depicted on the Site Diagram, which is included as Exhibit 2A/2B of Appendix A. Acronyms and terms used in this report are described in Appendix F.

## 1.2 Scope of Services

This Phase I ESA was performed in accordance with our Master Services Agreement, dated September 18, 2017, Task Order 42, and Terracon Proposal No. P60197265 dated June 26, 2019, revised September 5, 2019, and was conducted consistent with the procedures included in ASTM E1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The purpose of this ESA was to assist the client in developing information to identify RECs in connection with the site as reflected by the scope of this report. This purpose was undertaken through user-provided information, a regulatory database review, historical and physical records review, interviews, including local government inquiries, as applicable, and a visual noninvasive reconnaissance of the site and adjoining properties. Limitations, ASTM deviations, and significant data gaps (if identified) are noted in the applicable sections of the report.

ASTM E1527-13 contains a new definition of "migrate/migration," which refers to "the movement of hazardous substances or petroleum products in any form, including, for example, solid and liquid at the surface or subsurface, and vapor in the subsurface." By including this explicit reference to migration in ASTM E1527-13, the Standard clarifies that the potential for vapor



migration should be addressed as part of a Phase I ESA. This Phase I ESA has considered vapor migration in evaluation of RECs associated with the site.

As requested by the client, the following additional services were performed:

- Visual Observations for Suspect Asbestos
- Visual Observations of Suspect Lead-Based Paint

## 1.3 Standard of Care

This ESA was performed in accordance with generally accepted practices of this profession, undertaken in similar studies at the same time and in the same geographical area. We have endeavored to meet this standard of care, but may be limited by conditions encountered during performance, a client-driven scope of work, or inability to review information not received by the report date. Where appropriate, these limitations are discussed in the text of the report, and an evaluation of their significance with respect to our findings has been conducted.

Phase I ESAs, such as the one performed at this site, are of limited scope, are noninvasive, and cannot eliminate the potential that hazardous, toxic, or petroleum substances are present or have been released at the site beyond what is identified by the limited scope of this ESA. In conducting the limited scope of services described herein, certain sources of information and public records were not reviewed. It should be recognized that environmental concerns may be documented in public records that were not reviewed. No ESA can wholly eliminate uncertainty regarding the potential for RECs in connection with a property. Performance of this practice is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs. No warranties, express or implied, are intended or made. The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site or otherwise uses the report for any other purpose. These risks may be further evaluated – but not eliminated – through additional research or assessment. We will, upon request, advise you of additional research or assessment options that may be available and associated costs.

## 1.4 Additional Scope Limitations, ASTM Deviations and Data Gaps

Based upon the agreed-on scope of services, this ESA did not include subsurface or other invasive assessments, vapor intrusion assessments or indoor air quality assessments (i.e. evaluation of the presence of vapors within a building structure), business environmental risk evaluations, or other services not particularly identified and discussed herein. Credentials of the company (Statement of Qualifications) have not been included in this report but are available upon request. Pertinent documents are referred to in the text of this report, and a separate reference section has not been included. Reasonable attempts were made to obtain information within the scope and time constraints set forth by the client; however, in some instances, information requested is not, or was not, received by the issuance date of the report. Information obtained for this ESA was received from several sources that we believe to be reliable; nonetheless, the authenticity or reliability of these sources cannot and is not warranted hereunder.

#### Phase I Environmental Site Assessment Raceway 2.0 ■ Rosamond, CA October 7, 2019 (Revised August 14, 2020) ■ Terracon Project No. 60197265



An evaluation of the significance of limitations and missing information with respect to our findings has been conducted, and where appropriate, significant data gaps are identified and discussed in the text of the report. However, it should be recognized that an evaluation of significant data gaps is based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our conclusions, recommendations, or opinions. We have no obligation to provide information obtained or discovered by us after the issuance date of the report, or to perform any additional services, regardless of whether the information would affect any conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to any information that has not been provided by the client.

This report represents our service to you as of the report date and constitutes our final document; its text may not be altered after final issuance. Findings in this report are based upon the site's current utilization, information derived from the most recent reconnaissance and from other activities described herein; such information is subject to change. Certain indicators of the presence of hazardous substances or petroleum products may have been latent, inaccessible, unobservable, or not present during the most recent reconnaissance and may subsequently become observable (such as after site renovation or development). Further, these services are not to be construed as legal interpretation or advice.

## 1.5 Reliance

This ESA report is prepared for the exclusive use and reliance of Sustainable Power Group, LLC (sPower). Use or reliance by any other party is prohibited without the written authorization of Sustainable Power Group, LLC (sPower) and Terracon Consultants, Inc. (Terracon).

Reliance on the ESA by the client and all authorized parties will be subject to the terms, conditions and limitations stated in the proposal, ESA report, and Terracon's Agreement. The limitation of liability defined in the Agreement is the aggregate limit of Terracon's liability to the client and all relying parties.

Continued viability of this report is subject to ASTM E1527-13 Sections 4.6 and 4.8. If the ESA will be used by a different user (third party) than the user for whom the ESA was originally prepared, the third party must also satisfy the user's responsibilities in Section 6 of ASTM E1527-13.

## **1.6 Client Provided Information**

Prior to the site visit, Mr. Dallas Pugh, client's representative, was asked to provide the following user questionnaire information as described in ASTM E1527-13 Section 6.



## **Client Questionnaire Responses**

Client Questionnaire Item	Client Did Not	Client's Response	
	Respond	Yes	No
Specialized Knowledge or Experience that is material to a REC in connection with the site.			X
Actual Knowledge of Environmental Liens or Activity Use Limitations (AULs) that may encumber the site.			X
Actual Knowledge of a Lower Purchase Price because contamination is known or believed to be present at the site.			X
Commonly Known or Reasonably Ascertainable Information that is material to a REC in connection with the site.			X
Obvious Indicators of Contamination at the site.			Х

Terracon's considerations of the client-provided responses did not identify RECs in connection with the site. A copy of the user questionnaire is included in Appendix C.

## 2.0 PHYSICAL SETTING

Physic	al Setting Information	Source		
Topography				
Site Elevation	Approximately 2,400 feet above sea level			
Topographic Gradient	Relatively flat area with general gradient towards the east.	USGS Topographic Map, Little Buttes and Rosamond Quadrangle, 2015		
Closest Surface Water	Unnamed ponds, approximately 6,850 feet east of the site.	Quadrangie, 2013		
	Soil Characteristics			
Soil Type	Rosamond fine sandy loam (46%) Rosamond loam (27%) Rosamond silty clay loam (9%) Rosamond silty clay loam, saline- alkali (7%) Hesperia fine sandy loam (6%) Hesperia fine sandy loam, loamy substratum (3%) Cajon loamy sand (2%)	Kern County, California USDA- NRCS Web Soil Survey issued September 2016		
Description	Well drained soils with 0 to 2 percent slopes. Parent materials is alluviam deprived from granite. The typical soil profiles consist of fine sandy loam, loam, silty clay loam, and loamy sand.			

Raceway 2.0 Rosamond, CA

October 7, 2019 (Revised August 14, 2020) Terracon Project No. 60197265

Physical	Setting Information	Source			
	Geology/Hydrogeology				
Formation	Pleistocene – Holocene marine and continental sedimentary rocks (Q)				
Description	Alluvium, lake, playa, and terrace deposits; unconsolidated and semiconsolidated. Mostly continental but includes marine deposits near the coast.	California Department of Conservation, Geologic Map of California, 2010			
Estimated Depth to First Occurrence of Groundwater	Unknown. Greater than 175 feet below ground surface (bgs), based on groundwater levels measured in water wells on the site.	California Department of Water Resources, Water Data Library, 1950s and 1960s.			
*Hydrogeologic Gradient	Not known – may be inferred to be (primarily to the east).	e parallel to topographic gradient			

\* The groundwater flow direction and the depth to shallow, unconfined groundwater, if present, would likely vary depending upon seasonal variations in rainfall and other hydrogeological features. Without the benefit of on-site groundwater monitoring wells surveyed to a datum, groundwater depth and flow direction beneath the site cannot be directly ascertained.

## 3.0 HISTORICAL USE INFORMATION

Terracon reviewed the following historical sources to develop a history of the previous uses of the site and surrounding area, in order to help identify RECs associated with past uses. Copies of selected historical documents are included in Appendix C.

## 3.1 Historical Topographic Maps, Aerial Photographs, Sanborn Maps

Readily available historical USGS topographic maps, selected historical aerial photographs (at approximately 10 to 15 year intervals) and historical fire insurance maps produced by the Sanborn Map Company were reviewed to evaluate land development and obtain information concerning the history of development on and near the site. Reviewed historical topographic maps, aerial photographs and Sanborn maps are summarized below.

Historical fire insurance maps produced by the Sanborn Map Company were requested from ERIS to evaluate past uses and relevant characteristics of the site and surrounding properties. ERIS did not provide Sanborn maps for the site.

- Topographic maps:
  - Rosamond, California, published in **1943** (1:62,500)
  - Willow Springs, California, published in **1947** (1:62,500)
  - Rosamond, California, published in **1956** (1:62,500)
  - Little Buttes, California, published in **1965** (1:24,000)
  - Rosamond, California, published in **1973** (1:24,000)
  - Little Buttes, California, published in **1974** (1:24,000)



Raceway 2.0 Rosamond, CA

October 7, 2019 (Revised August 14, 2020) Terracon Project No. 60197265



- Little Buttes, California, published in 2015 (1:24,000) 0
- Aerial photographs:
  - ASCS, 1948, 1"=36,000' 0
  - AMS, **1954,** 1"=36,000' 0
  - USGS, 1963, 1972, 1995 1"=36,000' 0
  - NHAP, **1987**, 1"=36,000' 0
  - NAIP, 2005, 2009, 2014, 2018, 1"=36,000' 0

#### **Historical Maps and Aerial Photographs**

Direction	Description		
	Undeveloped and/or agricultural land with an apparent residence and/or agricultural structure on Site 5 (1943-1972); what appears to be a residential dwelling can be observed on the northern portion of Site 6 and a residential dwelling on Plot 3(1976-2018).		
	<b>110<sup>th</sup> Street Gen-Tie</b> – Appears as an unpaved road (1943-1995); Appears as paved road (2005-2018).		
Site	100 <sup>th</sup> Street Gen-Tie – Appears as an unpaved dirt road (1943-2018).		
	90 <sup>th</sup> /95 <sup>th</sup> Street Gen-Tie – Appears as multiple unpaved roads (1943-2018).		
	<b>80<sup>th</sup> Street Gen-Tie</b> – Appears as multiple broken-up dirt roads (1943-1987); portions of 80 <sup>th</sup> Street can now be observed as paved.		
	<b>Rosamond Boulevard Gen-Tie</b> – Appears as a dirt road (1943-1963); Rosamond Boulevard appears to be paved (1972-2018).		
	Undeveloped and/or agricultural land (1943-1948); developed with apparent residences and agricultural structures (1963-2018).		
	<b>110<sup>th</sup> Street Gen-Tie Line</b> – Appears as agricultural land (1948-1972); a farm- house/residential structure can be observed as well as agricultural land (1978); two- residential/farm structures can be observed; the land does not appear to be utilized for agricultural practices (1986-2018).		
North	<b>100<sup>th</sup> Street Gen-Tie Line</b> – Appears as agricultural land (1948-1995); A structure can be observed that is most likely a residential dwelling (2005-2018).		
Νοπη	<b>90<sup>th</sup>/95<sup>th</sup> Street Gen-Tie</b> – Appears as agricultural land (1943-1963); the land north of the gen-tie that travels on West Avenue B appears to be vacant (1972); a residential dwelling can be observed surrounded by agricultural land (1978-2018).		
	<b>80<sup>th</sup> Street Gen-Tie Line</b> – Appears as agricultural land (1948-1987); the land appears to be vacant (1995-2018).		
	<b>Rosamond Boulevard Gen-Tie Line</b> – Appears as vacant/undeveloped land (1948); appears as agricultural land (1954-1995); appears as vacant land and two residential dwellings and a single commercial property (9009 Rosamond Boulevard) (2005-2018).		

## Phase I Environmental Site Assessment Raceway 2.0 Rosamond, CA



October 7, 2019 (Revised August 14, 2020) 
Terracon Project No. 60197265

Direction	Description
	<b>Site</b> – Undeveloped and/or agricultural land (1943-1948); developed with apparent residences and agricultural structures (1963-2018).
	<b>110<sup>th</sup> Street Gen-Tie</b> – Appears as agricultural land and vacant land with scattered residential/ farm houses (1948-1972); Appears as vacant land with scattered residential/farm houses (1978-2005); Appears as vacant with approximately four residential dwellings.
	<b>100<sup>th</sup> Street Gen-Tie</b> – Appears as agricultural land and vacant land (1948-1978) appears as vacant land with scattered residential dwellings (1987-2018).
East	<b>90<sup>th</sup>/95<sup>th</sup> Street Gen-Tie</b> – Appears as agricultural land, vacant land, and a residential dwelling located to the east of the portion of the gen-tie line on 95 <sup>th</sup> Street West (1943-1954); appears as vacant land (1963-2018).
	<b>80<sup>th</sup> Street Gen-Tie</b> – Appears as agricultural land with scattered residential dwellings (1948). Two large x-shaped runways can be observed to the east of 80 <sup>th</sup> Street (1958); Appears as vacant and agricultural land (1963-1972); appears mostly as vacant land (1978); multiple residential dwellings and vacant land (1987-2018).
	<b>Rosamond Boulevard Gen-Tie</b> – Appears as vacant/undeveloped land (1948-1995); A residential dwelling can be observed (2005-2018).
	<b>Site</b> – Undeveloped and/or agricultural land and apparent residences/agricultural structures (1943-2018).
	<b>110<sup>th</sup> Street Gen-Tie</b> – Appears as agricultural land (1948-1963); appears as vacant land (1972-2014); multiple solar panels/solar farms can be observed (2018).
	<b>100<sup>th</sup> Street Gen-Tie</b> – Appears as agricultural land and a small farm structure/ residential dwelling (1948-1972); the land is no longer agricultural; a small structure can still be observed (1987-2005); vacant land (2009-2014); multiple solar panels/solar farms can be observed (2018).
South	<b>90<sup>th</sup>/95<sup>th</sup> Street Gen-Tie</b> – Appears as agricultural land and a residential dwelling located south of portion of the gen-tie on West Avenue B (1943-1963); appears as vacant land (1972-2018).
	<b>80<sup>th</sup> Street Gen-Tie</b> – Appears as agricultural land and multiple residential/farm dwellings (1948-1972); appears as agricultural land, a residential dwelling, and now Del Sur School can be observed (9023 W Avenue H) (1978-2014); multiple solar panels/solar farms can be observed (2018).
	<b>Rosamond Boulevard Gen-Tie</b> – Appears as vacant land (1948); Appears as vacant land, parts of agricultural fields and two residential dwellings/ farm houses (1954-1978); appears as vacant land with scattered residential dwellings (1987-2018).

Raceway 2.0 Rosamond, CA

October 7, 2019 (Revised August 14, 2020) Terracon Project No. 60197265



Direction	Description
	<b>Site</b> – Undeveloped and/or agricultural land and apparent residences/agricultural structures (1943-2016).
	<b>110<sup>th</sup> Street Gen-Tie</b> – Appears as agricultural land (1948-1963); appears as vacant land with a single residential dwelling (1972-1978); vacant land with scattered residential dwellings (1987-2018).
	<b>100<sup>th</sup> Street Gen-Tie</b> – Appears as agricultural land with scattered farm houses and residential dwellings (1948-1972); appears as vacant land (1978-2018).
West	<b>90<sup>th</sup>/95<sup>th</sup> Street Gen-Tie</b> – Appears as agricultural land (1943-1963); the land to the west of the 90 <sup>th</sup> Street portion of the gen-tie is utilized for agricultural land, the remainder of the land is vacant (1972-2018).
	<b>80<sup>th</sup> Street Gen-Tie</b> – Appears as agricultural land with scattered residential dwellings and a residential housing tract (1948-1987), a small portion of land to the west of 80 <sup>th</sup> Street is agricultural land, the remaining is vacant and/or residential dwellings (1995-2018).
	<b>Rosamond Boulevard Gen-Tie</b> – Rosamond Boulevard appears to continue to the west as a dirt road (1948); Rosamond Boulevard appears as an asphalt paved road (1956-2018).

The site has been utilized as agricultural land and the agricultural practice of crop production often includes the use of pesticides and/or herbicides. The historical agricultural activities on the site may have included the use of pesticides and herbicides. The lack of stressed vegetation observed during the site reconnaissance would indicate the absence of extensive use of pesticides or herbicides on the site. Indications of pesticide and/or herbicide misuse or vegetative stress on the site or surrounding property were not observed during the site reconnaissance. Therefore, the agricultural use of the site does not appear to represent a REC to the site.

## 3.2 Historical City Directories

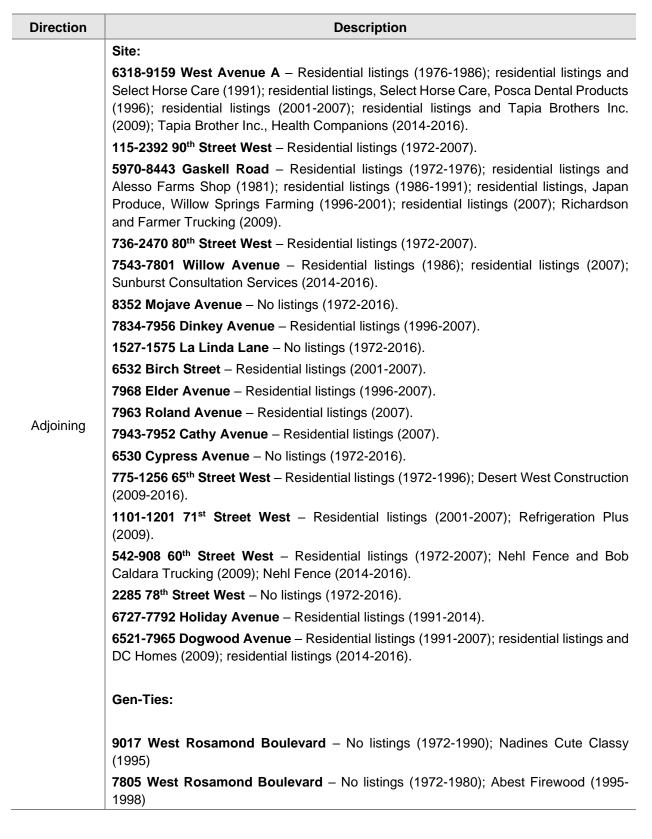
The Haines and Digital Business Directory city directories used in this study were made available through ERIS (selected years reviewed: 1972-2016) and were reviewed at approximate five-year intervals, if readily available. The current street address for the site was identified as 603 60<sup>th</sup> Street West, 1346 80<sup>th</sup> Street West, 502 85<sup>th</sup> Street West, 775 85<sup>th</sup> Street West, 102 90<sup>th</sup> Street, and 1908 90<sup>th</sup> Street West.

Direction	Description
	603 60 <sup>th</sup> Street West – No listings (1972-2016).
	1346 80 <sup>th</sup> Street West – No listings (1972-2016).
Site	775 85 <sup>th</sup> Street West – No listings (1972-2016).
	502 85 <sup>th</sup> Street West – No listings (1972-2016).
	1908 90 <sup>th</sup> Street West – No listings (1972-2016).

## **Historical City Directories**

Raceway 2.0 Rosamond, CA

October 7, 2019 (Revised August 14, 2020) 
Terracon Project No. 60197265



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## 3.3 Site Ownership

Based on a review of client provided preliminary title reports, the current site owner is Antelope Valley East Kern Water Agency (APNs 374-011-13; 374-020-40, -42, and -50), ADM Investments, LLC, a California limited liability company (APN: 374-011-08), James T. Hsu (APNs: 375-011-11 and 374-011-04), John Berry and Jacque L Berry (APN: 374-440-04), Couturier (APNs 374-440-02 and -04), Vinam World Investment and Dev. LLC (APNs 374-020-48 and -47), Lombardi, Andrew (APN: 374-011-07), Diane S. Neary, Trustee of the Frank W. Neary Residuary Trust (374-250-09), Marylyn Ziesner and Mark Ziesner (APN: 374-250-08).

Based on a review of client provided preliminary title reports, the current site owner for the gentie parcels are as follows: 240 Lancaster Avenue K LLC (APNs: 3265-018-001, -002), Anjela J. Olson (APNs: 3267-006-041, -042), Antonios, Margaritis (APNs: 3267-004-017, 018, 3267-004-044, -052) John DiPietro and Madlene DiPietro (APNs: 3265-020-49, -50 and 3265-020-009, -010), Sapar Family LLC, Hypericum Interests LLC, and Rosamond Associates LLC (APNs: 3265-006-002, 3265-007-001, -003 and -007), Shueh Chiao L. Hsiao (APNs: 3267-006-003, and -004), and Southern California Edison Co. (APNs: 3265-020-803 and 3265-002-010).

## 3.4 Title Search

At the direction of the client, a title search was not included as part of the scope of services. Unless notified otherwise, we assume that the client is evaluating this information outside the scope of this report.

## 3.5 Environmental Liens and Activity and Use Limitations

The ERIS regulatory database report included a review of both Federal and State Engineering Control (EC) and Institutional Control (IC) databases. Based on a review of the database report, the site was not listed on the EC or IC databases. Please note that in addition to these federal and state listings, AULs can be recorded at the county and municipal level that may not be listed in the regulatory database report. Environmental lien and activity and use limitation records recorded against the site were not provided by the client. At the direction of the client, performance of a review of these records was not included as part of the scope of services and unless notified otherwise, we assume that the client is evaluating this information outside the scope of this report.

## 3.6 Interviews Regarding Current and Historical Site Uses

The following individual was interviewed regarding the current and historical use of the site.

Interviewer	Name / Phone #	Title	Date/Time
Mr. Eric J. St.	Mr. Dallas Pugh / (562)	Permitting Manager /	September 23, 2019
Michel	348-1119	sPower	

## Interviewee



Terracon received a completed user questionnaire from Mr. Dallas Pugh of sPower on September 23, 2019 that revealed the following:

- The future plan for the site is for the development of a solar generating facility.
- Multiple entities currently own various parcels throughout the site.
- Most of the project site was used for agriculture at some point in time. Agricultural operations have stopped to sPowers' knowledge.
- Some historical resources have been found onsite, but according to the projects' cultural resources Phase I Report, these resources are not significant under the California Environmental Quality Act (CEQA).
- Mr. Pugh was not aware of any pending, threatened or past environmental litigation proceedings or notices of possible violations.

#### 3.7 **Prior Report Review**

Terracon requested the client provide any previous environmental reports they are aware of for the site.

 Phase I Environmental Site Assessment Raceway Solar East of 90<sup>th</sup> Street, North of West Avenue A, West of 60<sup>th</sup> Street West, and South of Astoria Avenue Dated: February 15, 2019 Prepared By: Terracon Consultants, Inc. Prepared for: sPower

Terracon performed a previous Phase I Environmental Site Assessment for portions of an approximately 1,854 acres of land, including some of the site parcels, in February 2019. The area assessed at that time was divided into seven plots and consisted of ten vacant barns/sheds, three vacant single-family residences, and twenty groundwater wells. The previous Phase I Environmental Site Assessment did not include the four gen-tie lines that are presented in this report. Recognized Environmental Condition (REC) or Controlled (CRECs) were not identified in connection with the site. No additional investigation was recommended.

## 4.0 **RECORDS REVIEW**

Regulatory database information was provided by ERIS, a contract information services company. The purpose of the records review was to identify RECs in connection with the site. Information in this section is subject to the accuracy of the data provided by the information services company and the date at which the information is updated. The scope herein did not include confirmation of facilities listed as "unmappable" by regulatory databases.

In some of the following subsections, the words up-gradient, cross-gradient and down-gradient refer to the topographic gradient in relation to the site. As stated previously, the groundwater flow



direction and the depth to shallow groundwater, if present, would likely vary depending upon seasonal variations in rainfall and the depth to the soil/bedrock interface. Without the benefit of on-site groundwater monitoring wells surveyed to a datum, groundwater depth and flow direction beneath the site cannot be directly ascertained.

## 4.1 Federal and State/Tribal Databases

Listed below are the facility listings identified on federal and state/tribal databases within the ASTM-required search distances from the approximate site boundaries. Database definition, descriptions, and the database search report are included in Appendix D.

Database	Description	Distance (miles)	Listings
CERC	Comprehensive Environmental Response, Compensation and Liability Information System – CERCLIS	0.5	0
CERL	CERCLIS Liens	Site	0
CNFR	CERCLIS – No Further Remedial Action Planned	0.5	0
EC	Federal Engineering Controls-ECs	0.5	0
ERN1	Emergency Response Notification System	Site	0
ERN2	Emergency Response Notification System	Site	0
ERNS	Emergency Response Notification System	Site	0
FBFL	The Assessment, Cleanup and Redevelopment Exchange System (ACRES) Brownfield Database	0.5	0
FRS	Facility Registry Service/Facility Index	Site	3
HMIR	Hazardous Materials Information Reporting System	0.10	0
HTSC	Hist TSCA	0.10	0
IC	Federal Institutional Controls- ICs	0.5	0
IODI	EPA Report on the Status of Open Dumps on Indian Lands	0.5	0
NCDL	National Clandestine Drug Labs	Site	0
NPL	National Priority List	1	0
NPLD	Delisted NPL	0.5	0
NPLP	National Priority List – Proposed	1	0
ODI	Inventory of Open Dumps, June 1985	0.5	0
RCOR	RCRA CORRACTS- Corrective Action	1	0
RGEN	RCRA Generator List	0.25	0
RNGN	RCRA Non-Generators	0.25	6
RTSD	RCRA non-CORRACTS TSD Facilities	0.5	0
TRI	Toxics Release Inventory (TRI) Program	Site	0
TSCA	Toxic Substances Control Act	0.10	0

## **Federal Databases**



Raceway 2.0 Rosamond, CA October 7, 2019 (Revised August 14, 2020) Terracon Project No. 60197265

## **State/Tribal Databases**

Database	Description	Distance (miles)	Listings
AST	Aboveground Storage Tanks	0.25	1
CDL	Clandestine Drug Lab Sites	0.10	4
CHMR	California Hazardous Material Incident Report System (CHMIRS)	Site	1
DEED	Deed Restrictions and Land Use Restrictions	0.5	0
ENVS	EnviroStor Database	1	2
GTCL	GeoTracker Cleanup Sites Data	0.5	0
HLUR	Hazardous Waste Management Program Facility Sites with Deed / Land Use Restrictions	0.5	0
HWF	EnviroStor Hazardous Waste Facilities	1	0
ICE	EnviroStor Inspection, Compliance, and Enforcement	1	0
ILST	Leaking Underground Storage Tanks (LUSTs) on Indian Lands	0.5	0
IUST	Underground Storage Tanks (USTs) on Indian Lands	0.25	0
LDS	Land Disposal Sites	0.5	0
LUR	Site Mitigation and Brownfields Reuse Program Facility Sites with Land Use Restrictions	0.5	0
LUST	Leaking Underground Fuel Tank Reports	0.5	2
RESP	State Response Sites	1	0
SCH	School Property Evaluation Program Sites	1	1
SWAT	Sites Listed in the Solid Waste Assessment Test (SWAT) Program Report	0.5	0
SWF	Solid Waste Information System (SWIS)	0.5	1
UST	Permitted Underground Storage Tank (UST) in GeoTracker	0.25	0
VCP	Voluntary Cleanup Program	1	0
HHSS	Historical Hazardous Substance Storage Information Database	0.25	5
CERS TANK	California Environmental Reporting System (CERS) Tanks	0.25	1
DELISTED CTNK	Delisted California Environmental (CERS) Tanks	0.25	1
HIST TANK	Historical Hazardous Substance Storage Container Information	0.25	4
KERN CUPA	Kern County CUPA List	0.25	4
KERN AST	Kern County Above Ground Storage Tanks List	0.25	2
LA HMS	Los Angeles County Hazardous Materials Site	0.25	5
EMISSIONS	Toxic Pollutant Emissions Facilities	0.25	1
CERS HAZ WASTE	California Environmental Reporting System (CERS) Hazardous Waste Sites	0.125	1
HIST MANIFEST	Historical Hazardous Waste Manifest Data	Site	1



In addition to the above ASTM-required listings, Terracon reviewed other federal, state, local, and proprietary databases provided by the database firm. A list of the additional reviewed databases is included in the regulatory database report included in Appendix D.

The following table summarizes the site-specific information provided by the database and/or gathered by this office for identified facilities. Facilities are listed in order of proximity to the site. Additional discussion for selected facilities follows the summary table.

Facility Name And Location	Estimated Distance / Direction/Gradient	Database Listings	Is a REC, CREC, or HREC to the Site
Gus Zepeda 71405 90 <sup>th</sup> Street W	Site / Site 1	HAZNET	No, discussed below
Clandri / Sonrise Farms – Kim Ranch 90 <sup>th</sup> Street W and Gaskell Road	Site / Site 4	FINDS/FRS	No, discussed below
Tapia Bros Inc. 85 <sup>th</sup> Street and Gaskell	75 feet / North / Cross- gradient of Site 2 and 75 feet east and down-gradient of Site 3	HHSS, HIST TANK	No, discussed below
Southern CA Edison 70 <sup>th</sup> Street and Holiday Avenue	Site / Site 5 or down-gradient adjoining	CHMIRS	No, discussed below
Tapia Bros Inc. 8425 Avenue A	Adjoining / East-southeast and down-gradient of Site 3 / West and up-gradient of West 80 <sup>th</sup> Gen-Tie	DELISTD CTNK, KERN CUPA, KERN AST, AST, RCRA Non Gen/ NLR	No, discussed below
Adams, Bryan 48011 West 80 <sup>th</sup> Street	Adjoining west and up- gradient of Gen-Tie West 80 <sup>th</sup> Street	RCRA NonGen/NLR	No, discussed below
Wil's Precision Auto Care 46440 80 <sup>th</sup> Street W	Adjoining / East to Gen-Tie 80 <sup>th</sup> Street W / Down-gradient	HAZNET	No, based on gradient and location of Gen-Tie (overhead), and anticipated depth to groundwater
Unnamed Facility 49913 West 80 <sup>th</sup> Street	20 feet / West / Upgradient of Gen-Tie West 80 <sup>th</sup> Street	CDL	No, discussed below
Atenogenes Ortega 49317 80 <sup>th</sup> Street W	Adjoining / 20 feet west / Upgradient of Gen-Tie West 80 <sup>th</sup> Street	HAZNET and CDL	No, based on Gen- Tie (overhead), and anticipated depth to groundwater

## **Listed Facilities**



October 7, 2019 (Revised August 14, 2020) Terracon Project No. 60197265



Facility Name And Location	Estimated Distance / Direction/Gradient	Database Listings	Is a REC, CREC, or HREC to the Site
Timber Properties	20 feet / West / Upgradient of	LUST, LA HMS,	No, discussed
46400 & 46401 80 <sup>th</sup> Street W	Gen-Tie of 80 <sup>th</sup> Street W	CDL	below
Unnamed Facility	20 feet / North / Cross-	CDL	No, discussed
9171 West Rosamond	gradient of the West		below
Boulevard	Rosamond Boulevard Gen- Tie		
American Performance	350 feet / Northwest / Cross-	CERS HAZ	No, based on
Engineering	gradient to Site 6	WASTE, KERN	distance,
7347 West Rosamond		CUPA, RCRA	topographic
Blvd.		NonGen/NLR	gradient, and
			anticipated depth to
			groundwater
Elizabeth Layton	800 feet / West / Up-gradient	RCRA	No, based on
8130 West Avenue E12	of West 80th Street Gen-Tie	NonGen/NLR	distance, anticipated
			depth to
			groundwater, and
			regulatory status
Ritter and Godde Ranch	1,000 feet / West / Up-	HHSS, HIST	No, based on
West 90 <sup>th</sup> Street & Avenue	gradient of Site 1	TANK	distance, anticipated
A			depth to
			groundwater, and
			absence of release
			listings
Little Rock Disposal Site	30 miles / southeast / cross-	SW/LF	No, based on
75th Street East and	gradient		distance, anticipated
Avenue U			depth to
			groundwater

## Calandri / Sonrise Farms – Kim Ranch (90th Street West and Gaskell Road)

Calandri / Sonrise Farms – Kim Ranch, formerly located on Site 4 of the site, is identified in the Facility Index System / Facility Registry System (FINDS/FRS) regulatory database. Based on a review of the listing, the area was reported as a vegetable farm and the owner submitted a risk management plan on June 9, 2006. Based on the apparent operations and the absence of release listings, Calandri / Sonrise Farms – Kim Ranch, does not represent a REC to the site.

## Gus Zepeda (71405 West 90th Street)

Gus Zepeda, located on site on the southwest corner of Site 1, is identified in the Facility and Manifest Data (HAZNET) regulatory database. Based on a review of the listing, the facility generated oil/water separation sludge in 2009. No further information regarding the facility was provided from the review of the listings and from the Department of Toxic Substances Control (DTSC) Hazardous Waste Tracking System (HTWS) online database. Based on waste streams identified and depth to groundwater (>175 feet), Gus Zepeda does not represent a REC to the site.

Raceway 2.0 
Rosamond, CA

October 7, 2019 (Revised August 14, 2020) 
Terracon Project No. 60197265



#### Tapia Bros Inc. (85<sup>th</sup> Street and Gaskell Road)

Tapia Bros Inc. located approximately 75 feet north and cross-gradient of Site 2 and 75 feet east and down-gradient of Site 3, is identified in the Historical Hazardous Substance Storage Information Database (HHSS) and Historical Hazardous Substance Storage Container Information (HIST TANK) regulatory databases. Based on a review of the listings the facility historically operated as a farm and was permitted with one 10,000-gallon underground storage tank (UST) and one 10,000-gallon gasoline UST; which were reportedly installed in 1981. A review of the historical aerial photographs and site observations indicates the closest building or area where the USTs may have been present is located approximately 230 feet east of Site 3 and approximately 140 feet north of Site 2. Based on the topographic down and cross-gradient position relative to the Sites 3 and 2, anticipated depth to groundwater (>175 feet bgs), and apparent distance to potential USTs, the Tapia Bros Inc., does not represent a REC to the site.

#### Southern California Edison (70th Street at Holiday Avenue)

Southern California Edison, located either on proposed Site 5 or on the adjoining down-gradient eastern property is identified in the California Hazardous Materials Information Reporting System (CHIMRS) regulatory database. Based on a review of the listing, the listing is associated with a down pole-mounted transformer at the 70<sup>th</sup> Street and Holiday Avenue Intersection. On September 21, 2000, the pole supporting the transformer collapsed, causing the transformer to rupture. Reportedly, approximately 10-gallons of mineral oil was released; however, information in regard to PCB content was not available. It is unclear if the release occurred on the site, road, or adjoining property at the intersection. Based on the limited nature and contents of the release (mineral oil) and the anticipated depth to groundwater (>175 feet bgs), Southern California Edison, does not represent a REC to the site.

#### Tapia Bros Inc. (8425 West Avenue A)

Tapia Bros Inc.'s located 330 feet east to the southern portion of Site 3 and topographically downgradient, is identified in the RCRA Non Generator / No Longer Regulated (RCRA Non-Gen/NLR), Aboveground Storage Tanks (AST), Kern County Above Ground Storage Tanks List (KERN AST), Kern County CUPA List (KERN CUPA), and Delisted California Environmental (CERS) Tanks (DELISTED CTNK) regulatory databases. Based on a review of the AST, KERN AST, and KERN CUPA listings, the facility was permitted with a 3,480-gallon AST. The location, installation date, and contents of the AST are not provided. Additionally, based on a review of the DELISTED CTNK listing, it is assumed the AST was removed on May 6, 2019. Furthermore, based on a review of the California State Water Quality Control Board (GeoTracker) online database, the facility is not identified. The facility is also reported as permitted with a non-generator status, based on the RCRA NonGen/NLR listing; however, there is no information pertaining to the installation of the generator nor any compliance monitoring and enforcement records.

Based on the facility's current regulatory status, down-gradient position relative to Site 3, and anticipated depth to groundwater (>175 feet bgs) in the site vicinity, Tapia Bros Inc. (8425 West Avenue A) does not represent a REC to the site.

Raceway 2.0 Rosamond, CA October 7, 2019 (Revised August 14, 2020) Terracon Project No. 60197265

#### Adams, Bryan (48001 West 80th Street)

Adams, Bryan located on the western adjoining parcel and in a topographic up-gradient position relative to the West 80<sup>th</sup> Street Gen-Tie, is identified in the RCRA NonGen/NLR regulatory database. Based on the review of the listing, the facility is permitted with a non-generator; however, information pertaining to the installation of the generator nor any compliance monitoring and enforcement records is not reported. Based on the facility's regulatory status and the anticipated depth to groundwater (>175 feet bgs), Adams, Bryan, does not represent a REC to the site.

#### Unnamed Facility (49913 West 80th Street)

An unnamed facility is identified approximately 20 feet west and in a topographic up-gradient position to the West 80<sup>th</sup> Street Gen-Tie, is identified in the Clandestine Drug Lab (CDL) regulatory database. Based on a review of the listing, in 2001 abandoned drug lab waste and/or abandoned equipment from an illegal drug lab, located away from the dump site, were identified at the address. Based on the typical layout of the proposed gen-tie (overhead) and anticipated depth to groundwater (>175 feet bgs), the unnamed facility does not represent a REC to the site.

#### Timber Properties (46401 West 80th Street)

Timber Properties located approximately 20 feet west and in a topographic up-gradient position relative to the 80<sup>th</sup> Street West Gen-Tie, is identified in the CDL, Los Angeles County Hazardous Materials Site (LA HMS), and Leaking Underground Fuel tank Reports (LUST) regulatory databases.

Based on a review of the LUST listing, the facility reported a contaminant release on April 2, 1990, however, the contaminants of concern were not reported. The media of concern was identified as soil, and the case is reported closed the same day which it was opened and reportedly closed on April 2, 1990. An additional Cleanup Up Fund – Letter to RP dated March 26, 2009 and No Further Action letter dated July 21, 2010 is identified in the State Water Resources Board online database (GeoTracker). Further information regarding the release and remediation activities are not provided in the database; however, the GeoTracker database reported the release to have impacted soils at the facility. Based on a review of the LA HMS listings, equipment has reportedly been removed from the facility; however, the equipment types and date of removal, are not provided. Furthermore, based on the CDL listing, the facility operated as an illegal drug lab.

Based on depth to groundwater (>175 feet bgs), typical location of Gen-Tie (overhead) and limited excavation associated with its installation, and regulatory closure status of the LUST case, Timber Properties does not constitute a REC to the site.

#### Unnamed Facility (9171 West Rosamond Boulevard)

An unnamed facility is identified approximately 20 feet north of the western tract and in a topographic cross-gradient position relative to the West Rosamond Boulevard Gen-Tie, and approximately 0.75 miles northwest of proposed Site 4 is identified in the CDL regulatory database. Based on a review of the listing, the facility operated as an illegal drug lab in 2000. Based on the review of the listings and the anticipated depth to groundwater (>175 feet bgs), the unnamed facility, does not represent a REC to the site.



The remaining facilities listed in the database report do not appear to represent RECs to the site at this time based upon regulatory status, apparent topographic gradient, and/or distance from the site.

Unmapped facilities are those that do not contain sufficient address or location information to evaluate the facility listing locations relative to the site. The report listed thirteen facilities in the unmapped section. Determining the location of unmapped facilities is beyond the scope of this assessment; however, none of these facilities were identified as the site or adjacent properties. These facilities are listed in the database report in Appendix D.

## 4.2 Local Agency Inquiries

Agency Contacted/	
Contact Method	Response
Kern County Environmental Health Division / E-mail: <u>PH@kerncounty.com</u>	On September 30, 2019, a response was received from Nycole Brewer of the Kern County Health Department stating that there were no records found for the site.
Department of Toxic Substances Control / E-mail: <u>pubrecact@dtsc.ca.gov</u>	On September 23, 2019, a response was received from Andrea Drushell stating that no records were available for the site.
Eastern Kern Air Pollution Control District / E-mail: <u>ekapcd@co.kern.ca.us</u>	On September 20, 2019, a response was received from Gary Ray, Jr. Air Quality Administrative Manager for the Eastern Kern Air Pollution Control District that stated only three documents could be found on the site: three permits for diesel water well pumps were found for 603 60 <sup>th</sup> Street. All three permits were cancelled / expired in August of 2015. The documents reviewed for 603 60 <sup>th</sup> Street does not represent a REC to the site.
Lahontan Regional Water Quality Control Board / E-mail: angelica.soto@waterboards.ca.gov	On September 20, 2019, a response from Angelica Soto, Office Technician for the Lahontan Regional Water Quality Control Board was received and stated no information was available on the site.

## 4.3 Local Area Knowledge

Based on a review of the California Department of Conservation Division of Oil, Gas, and Geothermal Resource Well Finder website (DOGGR), there are no active or plugged oil production wells located on the site.

Raceway 2.0 Rosamond, CA October 7, 2019 (Revised August 14, 2020) Terracon Project No. 60197265



## 5.0 SITE RECONNAISSANCE

## 5.1 General Site Information

Information contained in this section is based on a visual reconnaissance conducted while walking through the site and the accessible interior areas of structures, if any, located on the site. The site and adjoining properties are depicted on the Site Diagram, which is included in Exhibit 2 of Appendix A. Photo documentation of the site at the time of the visual reconnaissance is provided in Appendix B. Credentials of the individuals planning and conducting the site visit are included in Appendix E.

## **General Site Information**

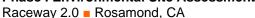
Site Reconnaissance		
Field Personnel	Eric J. St Michel	
Reconnaissance Date	September 19, 2019	
Weather Conditions	Sunny 82°F	
Site Contact/Title	N/A	
Building Description		

#### **Building Description**

Building Identification	Building Use	Approx. Construction Date	Number of Stories	Approx. Size (ft²)
Previous residential dwelling (Site 4)			1	3,900
Previous residential dwelling (Site 4)	Abandoned	1954	1	2,000
Previous Barn/Shed (Site 4)	-		1	1,700
Previous metal hay storage structures (Site 4)		1960	1	400
Rectangular Steel Building (Site 2)			1	2,200
Rectangular Steel Building (Site 2)	Vacant	1987	1	5,400
Shed			1	400

## 5.2 Overview of Current Site Occupants

The site is located east of 90th Street, north of west Avenue A, west of 70th Street West, and south of Rosamond Avenue in Rosamond, Kern County, California and consists of two non-contiguous tracts totaling approximately 1,311 gross acres including Assessor Parcel Numbers



October 7, 2019 (Revised August 14, 2020) 
Terracon Project No. 60197265

(APNs) 374-011-04, 374-011-11, 374-011-13, 374-250-01, 374-250-06 through -09, 374-020-41 & -42, 374-020-47 through -50, 374-011-07 & -08, 374-440-01 through -08, 374-210-08, 374-250-04, and a portion of 374-020-55. Additionally, the site includes five proposed routes for interconnections to substations located on 100th Street West, 110th Street West, 90<sup>th</sup>/95<sup>th</sup> Street West, 80th Street West and Rosamond Boulevard. Terracon understands the site is proposed for the development of six commercial solar farms identified herein as Site 1 through Site 6. Refer to Exhibit 2A of Appendix A for the layout the proposed commercial solar farms. During the site reconnaissance, the site was observed to be mostly vacant scrubland and paved/unpaved roads. Site improvements consisted of two dilapidated residential dwellings and an abandoned barn (northeast corner of Site 4), two metal rectangular warehouse buildings, one corrugated metal roof awning structure and a shed (Site 2), two metal roofed previous hay storage structure (northwest corner on Site 4), three pole-mounted transformers and thirteen groundwater wells.

## 5.3 Overview of Current Site Operations

During the site reconnaissance, the site was observed to be mostly vacant scrubland. The site improvements consisted of seven vacant barns/sheds/residential dwellings, three pole-mounted transformers and 13 groundwater wells. The Rosamond Boulevard proposed gen-tie and 110<sup>th</sup> Street gen-tie were paved roads, while all of 100<sup>th</sup> Street proposed gen-tie was observed as unpaved. Portions of the 80<sup>th</sup> Street West proposed gen-tie line were paved. The 90<sup>th</sup>/95<sup>th</sup> Street gen-tie was observed as being unpaved. A water line was observed on 80<sup>th</sup> Street West in a north to south orientation.

## 5.4 Site Observations

The following table summarizes site observations and interviews. Affirmative responses (designated by an "X") are discussed in more detail following the table.

Category	Item or Feature	Observed or Identified
	Emergency generators	
	Elevators	
	Air compressors	
	Hydraulic lifts	
Site Operations,	Dry cleaning	
Processes, and Equipment	Photo processing	
	Ventilation hoods and/or incinerators	
	Waste treatment systems and/or water treatment systems	
	Heating and/or cooling systems	
	Paint booths	

#### **Site Characteristics**



## Phase I Environmental Site Assessment Raceway 2.0 Rosamond, CA



October 7, 2019 (Revised August 14, 2020) 
Terracon Project No. 60197265

Category	Item or Feature	Observed or Identified
	Sub-grade mechanic pits	
	Wash-down areas or carwashes	
_	Pesticide/herbicide production or storage	
-	Printing operations	
-	Metal finishing (e.g., electroplating, chrome plating, galvanizing, etc.)	
-	Salvage operations	
_	Oil, gas or mineral production	
	Other processes or equipment	
Aboveground	Aboveground storage tanks	Х
Chemical or Waste	Drums, barrels and/or containers $\ge 5$ gallons	
Storage	MSDS or SDS	
	Underground storage tanks or ancillary UST equipment	
	Sumps, cisterns, French drains, catch basins and/or dry wells	
Underground	Grease traps	
Chemical or Waste - Storage, Drainage	Septic tanks and/or leach fields	
or Collection Systems	Oil/water separators, clarifiers, sand traps, triple traps, interceptors	
	Pipeline markers	Х
	Interior floor drains	
Electrical Transformers/	Transformers and/or capacitors	Х
PCBs	Other equipment	
	Stressed vegetation	
-	Stained soil	
	Stained pavement or similar surface	
-	Leachate and/or waste seeps	
Releases or	Trash, debris and/or other waste materials	
Potential Releases	Dumping or disposal areas	Х
-	Construction/demolition debris and/or dumped fill dirt	
	Surface water discoloration, odor, sheen, and/or free floating product	
	Strong, pungent or noxious odors	
	Exterior pipe discharges and/or other effluent discharges	
Other Notable Site	Surface water bodies	
Features	Quarries or pits	

Raceway 2.0 Rosamond, CA



October 7, 2019 (Revised August 14, 2020) Terracon Project No. 60197265

Category	Item or Feature	Observed or Identified
	Wastewater lagoons	
	Wells	Х

#### Aboveground Chemical or Waste Storage

#### Aboveground storage tanks (ASTs)

A single AST was observed on the site during the site reconnaissance. The AST was observed within an abandoned residential dwelling property which was located on Site 3. Based on associated signage, the ASTs contained water. Based on the AST contents and site observations, the ASTs do not constitute a REC to the site.

#### Underground Chemical or Waste Storage, Drainage or Collection Systems

#### Pipeline Markers

Multiple water pipeline markers and water man-hole covers were observed on portions of 80<sup>th</sup> Street West. The approximate location of the water pipeline was observed on 80<sup>th</sup> Street West between West Avenue C and West Avenue F, primarily between where residential dwellings are located. It is believed that the water pipeline/markers are for the residential dwellings in the area. Leakage, spills or other releases from the water pipeline were not observed. Based on site observation, the water pipeline/ pipeline markers do not represent a REC to the site.

#### **Electrical Transformers/ PCBs**

#### Transformers and/or capacitors

Terracon observed three pole-mounted transformers located on Holiday Road within Site 6 between two water wells. No information regarding PCB content of the transformer fluids was observed. Some transformers contain mineral oil which may contain PCBs.

Southern California Edison maintains responsibility for the transformer, and if the transformer was "PCB contaminated," Southern California Edison is not required to replace the transformer fluids until a release is identified. However, evidence of current or prior release was not observed in the vicinity of the electrical equipment during the site reconnaissance.

#### **Releases or Potential Releases**

#### Dumping or disposal areas

A dumping area was observed on the eastern portion of Site 5 at the intersection of Holiday Avenue and 70<sup>th</sup> Street West during the site reconnaissance. The amount of debris was approximately 60 cubic yards. Based upon visual observation of surface materials only, this area appeared to consist primarily of household waste items. Leakage, spills or other releases from



these materials evidence of release was not observed. Based site observations of the contents of the dump as household materials, the dump does not constitute a REC to the site.

## **Other Notable Site Features**

#### Wells

Thirteen (13) groundwater wells were observed on the site. The wells appear to have been installed for agricultural / irrigation purposes. During the site reconnaissance, oil releases from the pump equipment from several the wells was observed. However, the releases were limited to the concrete pads beneath the pumps. The staining appeared *de minimus* in nature. Based on site observations, the groundwater wells do not constitute a REC to the site.

## 6.0 ADJOINING PROPERTY RECONNAISSANCE

Visual observations of adjoining properties (from site boundaries) are summarized below.

Direction	Description
North	Site: The property to the adjoining north of the site consists of undeveloped scrubland, residences, and agricultural land with associated agricultural structures.
	Rosamond Boulevard Gen-Tie: Vacant land with scattered residential dwellings and a previous mini-market (9009 West Rosamond Boulevard).
	110 <sup>th</sup> Street Gen-Tie: Multiple residential dwellings and vacant land.
	100 <sup>th</sup> Street Gen-Tie: Vacant land.
	90th/95th Street Gen-Tie: Vacant land and West Avenue A.
	80th Street Gen-Tie: Continuation of 80th Street (unpaved).

## Adjoining Properties



October 7, 2019 (Revised August 14, 2020) 
Terracon Project No. 60197265

Direction	Description
	• •
East	Site: The property to the adjoining south of the site consists of undeveloped scrubland, residences, and agricultural land with associated agricultural structures.
	Rosamond Boulevard Gen-Tie: Continuation of Rosamond Boulevard.
	110 <sup>th</sup> Street Gen-Tie: Multiple residential dwellings and vacant/undeveloped land.
	100 <sup>th</sup> Street Gen-Tie: Vacant land as well as solar farms.
	90th/95th Street Gen-Tie: Vacant land and unpaved roads.
	80th Street Gen-Tie: Vacant land and residential dwellings.
South	Site: The property to the adjoining south of the site consists of undeveloped scrubland, residences, and agricultural land with associated agricultural structures.
	Rosamond Boulevard Gen-Tie: small portion of agricultural land, residential dwellings and vacant land.
	110 <sup>th</sup> Street Gen-Tie: Continuation of 110 <sup>th</sup> Street as well as active solar farms.
	100 <sup>th</sup> Street Gen-Tie: Continuation of 100 <sup>th</sup> Street (unpaved).
	90th/95th Street Gen-Tie: Vacant land and West Avenue B.
	80 <sup>th</sup> Street Gen-Tie: agricultural land, solar farms, a residential/farm dwelling and Del Sur Elementary School (9023 West Avenue H).





October 7, 2019 (Revised August 14, 2020) Terracon Project No. 60197265

Direction	Description
West	Site: The property to the adjoining west of the site consists of undeveloped scrubland, residences, and agricultural land with associated agricultural structures.
	Rosamond Boulevard Gen-Tie: Vacant land and continuation of Rosamond Boulevard.
	110 <sup>th</sup> Street Gen-Tie: multiple residential dwellings and vacant land.
	100 <sup>th</sup> Street Gen-Tie: Vacant land and solar farms near the southern portion of the gen-tie.
	90th/95th Street Gen-Tie: Agricultural land west of 90th Street West, vacant land.
	80 <sup>th</sup> Street Gen-Tie: agricultural land, vacant land and multiple residential dwellings in a residential housing tract (known as Antelope Acres).

RECs were not observed with the adjoining properties.

## 7.0 ADDITIONAL SERVICES

Per the agreed scope of services, the following additional services (e.g. visual observations for suspect asbestos, and visual observations of suspect lead-based paint) were conducted.

## 7.1 Visual Observations for Suspect Asbestos

Terracon visually assessed the interior of the on-site buildings for suspect asbestos-containing materials (ACM). The limited visual observations were performed by Mr. Eric St. Michel during the site reconnaissance. No samples of suspect ACM/LPB were collected or analyzed as part of the observations during the Phase I Environmental Site Assessment; however, on August 12<sup>th</sup> and 13<sup>th</sup>, 2020, Terracon completed an ACM survey at the site. The survey was conducted by Mr. Michael Jarboe (License No. 10-4639) a Certified Site Surveillance Technician employed by Terracon. Findings of the asbestos survey will be presented under separate cover.

Terracon



## 7.2 Visual Observations of Suspect Lead-Based Paint

Terracon visually assessed the site to identify areas (paint combinations) of suspect LBP. A paint combination consists of painted surfaces which appear similar throughout in terms of color, texture and date of application. Painted surfaces in the abandoned structures were visually assessed for evidence of distress, flaking, and/or peeling. Additionally, Terracon completed a LBP survey of the at the site on August 12<sup>th</sup> and 13<sup>th</sup>, 2020.

Findings of the LBP survey will be presented under separate cover.

#### Phase I Environmental Site Assessment Raceway 2.0 Rosamond, CA October 7, 2019 (Revised August 14, 2020) Terracon Project No. 60197265



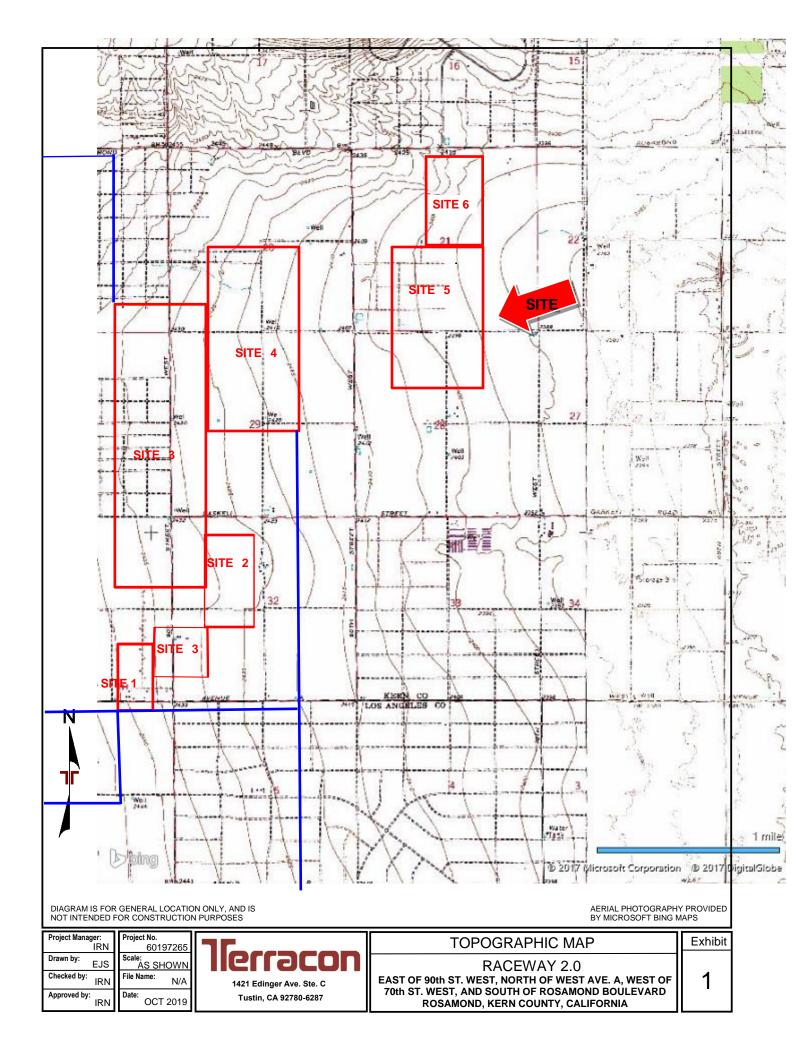
## 8.0 DECLARATION

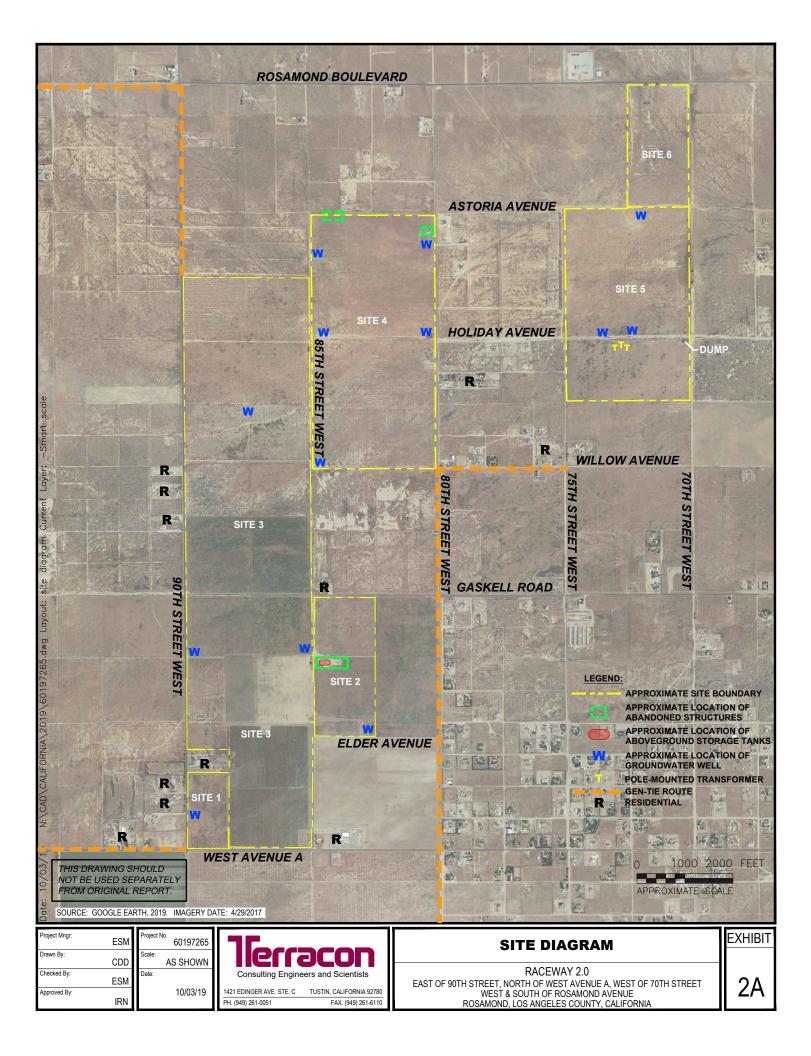
I, Islam (Sami) Noaman, declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in Section 312.10 of 40 CFR 312; and I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the site. I have developed and performed the All Appropriate Inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

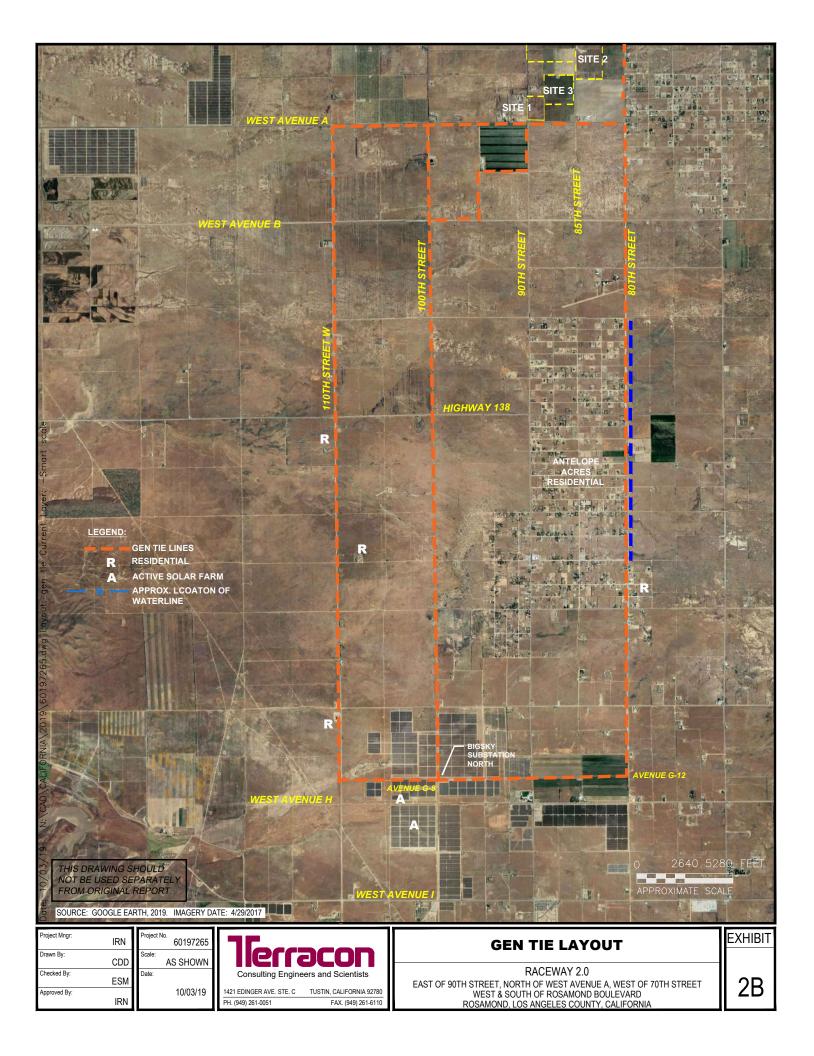
sh Rom Me

Islam (Sami) Noaman, E.I.T. Environmental Professional

APPENDIX A EXHIBIT 1 – TOPOGRAPHIC MAP EXHIBIT 2A – SITE DIAGRAM EXHIBIT 2B - GEN-TIE LAYOUT







# APPENDIX B SITE PHOTOGRAPHS





Photo #1

View of Site 1 looking northeast.



Photo #3

View of water well located on Site 1.



Photo #5

View of agricultural land east of Site 3.



Photo #2

Southern adjoining view from Site 1 across West Avenue A.



Photo #4 View of Site 3 looking southeast.



Photo #6 Water well located on the southern portion of Site 3.





Photo #7 View of stained (*de minimis*) concrete pad on Site 3.



Photo #8

View abandoned residence and water AST located on Site 2.



Photo #9

View another groundwater well located on the southeast corner of Site 3.



Photo #11 Northern portion of Site 3.



Photo #10 V

View of the eastern adjoining property from Site 3.



Photo #12 View across 90<sup>th</sup> Street looking to the west from Site 3.





Photo #13View looking north up 90th Street West<br/>from the west side of Site 3.



Photo #14 View of Avenue

View of Site 4 looking north from Willow Avenue.



Photo #15 View of previous groundwater well located at the southwest corner of Site 4.



Photo #17 View of the northern portion of Site 3.



Photo #16 View of the southern adjoining property from Site 4.



Photo #18 View of the eastern adjoining property from Site 4.





Photo #19 View of groundwater well and polemounted transformers located on Site 5.



Photo #20 View of the Dump located on the eastern side of Site 5.



Photo #21

View of the eastern adjoining property from Site 6.



Photo #22 View of the northern most potion of Site 6.



Photo #23 View of Rosamond Boulevard looking north across to the adjoining property.



View east across 80<sup>th</sup> Street west.





Photo #25 View of abandoned structures located on the northeast corner of Site 4.



View of the groundwater well located on the northwest portion of Site 4.



Photo #27 View of the western adjoining property from the northwest portion of Site 4.



Photo #29 View of the western side of 90<sup>th</sup> Street West.



Photo #28

View of the beginning of Rosamond Boulevard Gen-Tie on 90<sup>th</sup> Street West looking north.



Photo #30 View of closed mini-mart (9009 W. Rosamond) located on the north side of West Rosamond Boulevard and 90<sup>th</sup> Street West.





Photo #31 View of southern side of West Rosamond Boulevard.



Photo #32 Gen-Tie line West Rosamond Boulevard and 95<sup>th</sup> Street West.



Photo #33 West Rosamond Boulevard looking east.



Photo #35View 110th Street proposed gen-tie<br/>West Avenue A and 110th Street West.



Photo #34 Additional view of West Rosamond boulevard proposed Gen-Tie route.



Photo #36 View looking south down 110<sup>th</sup> Street West.





**Photo #37** Residential dwelling located on the east side of the proposed 110<sup>th</sup> Street gentie.



Photo #39 View of an abandoned structure on the east side of 110<sup>th</sup> Street West.



View of the western adjoining property from 110<sup>th</sup> Street West proposed gentie.



Photo #40

View of 100<sup>th</sup> Street west looking north near the Big Sky Substation.



Photo #41 View of 100<sup>th</sup> Street West and West Avenue A.



Photo #42 View of unpaved 100<sup>th</sup> Street West looking south.





Photo #43Western adjoining property from 100thStreet proposed gen-tie.



Additional view of 100<sup>th</sup> Street looking south.



Photo #45 View 100<sup>th</sup> Street crossing Avenues D looking south.



Photo #47 Additional view of 100<sup>th</sup> Street west looking southwest.



Photo #46

View of the eastern adjoining property from  $100^{\text{th}}\,\text{Street}.$ 



Photo #48 View of 80<sup>th</sup> Street West and Avenue A.





Photo #49

Looking south down 80<sup>th</sup> Street West.



Eastern adjoining property from 80<sup>th</sup> Street West. Photo #50



Photo #51 from 80<sup>th</sup> Street West.



Photo #52 Adjoining property to the west of 80th Street West.



Photo #53 Agricultural land to the west of 80th Street near Avenue D.



Photo #54 View 80<sup>th</sup> Street crossing Avenue D looking south.





Photo #55 Western adjoining property from 80<sup>th</sup> Street West.



Photo #56

Additional view of unpaved portion of 80<sup>th</sup> Street looking south.



Photo #57 Additional view of 80<sup>th</sup> Street.



Photo #59View of Big Sky Substation, the ending<br/>point for the proposed 110th Street,<br/>100th Street and 80th Street gen-ties.



Photo #58

View of the Avenue G-12 where proposed gen-tie 110<sup>th</sup> Street and 80<sup>th</sup> Street travel in an east to west



Photo #60 Additional view of Big Sky Substation located on Avenue G-12.

APPENDIX C HISTORICAL DOCUMENTATION AND USER QUESTIONNAIRE

# Client/User Required Questionnaire



Site Name       Raceway Z.O Solar Project         Site Address       North of Ave. A, West of 70th st. East of 90th St. South of P         Point of Contact for Access       Name: Grew Demos or Dailas Right Phone: 661-591-3555         Access Restrictions or Special Site Requirements?       X.NoYes (If yes, please explain)         Confidentiality Requirements?       X.NoYes (If yes, please explain)         Current Site Owner       Name: See provided title reports Phone: Email:         Current Site Operator       Name: See provided title reports Phone: Email:         Reasons for ESA (e.g., financing, acquisition, lease, etc.)       Development         Anticipated Future Site Use       Utility scale solar generating Buility - generate renewable         Please provide Terracon copies of prior Phase I or II ESAs, Asbestos Surveys Environmental Permits or Audit documents, Underground Storage Tank documents	Person Completing Questionnaire	Name: Davas Rugh Phone: (562) 348-1119 Company: slower Email: dalas and @ source (
Site Address       North of Ark A, Weth of Job St. East of 90 St. Sorth of P         Point of Contact for Access       Name Crub Denos or Dailes (Min Phone: 661 – Stit - 3555)         Access Restrictions or Special Site Requirements?       Xino Yes (If yes, please explain)         Confidentiality Requirements?       Xino Yes (If yes, please explain)         Current Site Owner       Name: See provided title repts Phone: Company: See provided title repts Phone: Email:         Current Site Operator       Name: See provided title repts Phone: Company: See provided title repts Phone: Email:         Reasons for ESA (e.g., financing, acquisition, lease, etc)       With Scole Solar generating Scility - generate (cneable Relevant Documents?         Please provide Terration copies of prior Phase I or II ESAs, Asbestos Survey: Environmental Permits or Audit documents, Underground Storage Tank documents Geotechnical Investigations, Site Surveys, Diagrams or Maps, or other relevan reports or documents.         Astit User Questionnaire       Astit User Questionnaire         In order to qualify for one of the Landower Liability Protections (LLPs) offered by the Small Business Relef and Brownfields Revitalization Au of 2001 (the "Brownfields Amendments"), the user must respond to the following questions. Failure to provide this information to the evolution that all appropriate inquiry is not complete. This form represents a type of interview and as such, the user has a obligation to anwar all question ing cod faith, the actual Knowledge.         1) Did a search of recorded land title records (or judicial records where appropriate) identify any activity and use limitation	Site Name	
Company:       State       State         Access Restrictions or Special Site       X: NoYes (if yes, please explain)         Confidentiality Requirements?       X: NoYes (if yes, please explain)         Current Site Owner       Name: Company:       Se provided fifte repts Phone: Email:         Current Site Operator       Name: Company:       Se provided fifte repts Phone: Email:         Reasons for ESA (e.g., financing, acquisition, lease, etc.)       Name: Company:       Se provided fifte repts Phone: Email:         Relevant Documents?       Please provide Tetracon copies of prior Phase I or II ESAs, Asbestos Survey: Environmental Permits or Audit documents, Underground Storage Tank documents Geotechnical Investigations, Site Surveys, Diagrams or Maps, or other relevan reports or documents.         In order to qualify for one of the Landowner Liability Protections (LLPS) offered by the Small Business Relief and Brownfields Revitalization At of 2001 (the "Brownfields Amendments"), the user must respond to the following questions. Failure to provide this information to the environmental professional may result in significant data gaps, which may limit our ability to identify recognized environmental condition recorded against the property under federal, tribal, state, or local law (40 CFR 312.26)?         X NoYesTitle search not completed (if yes, explain below and send Terracon a copy of the Chain of Title report.         2) Did a search of recorded against the property under federal, tribal, state, or local law (40 CFR 312.26)?         X NoYesTitle search not completed (if yes, explain below and send Terraco	Site Address	
Access Restrictions or Special Site       XNoYes (if yes, please explain)         Requirements?       XNoYes (if yes, please explain)         Current Site Owner       Name: Company: Se proided title repts Phone: Company: Se proided title repts Phone: Email:         Current Site Operator       Name: Company: Se proided title repts Phone: Email:         Reasons for ESA (e.g., financing, acquisition, lease, etc.)       Watter Site See Please provide Terracon copies of prior Phase 1 or II ESAs, Asbestos Surveys Environmental Permits or Audit documents, Underground Storage Tank documents Relevant Documents?         Please provide Terracon copies of prior Phase 1 or II ESAs, Asbestos Surveys Environmental Permits or Audit documents, Underground Storage Tank documents reports or documents.         Not detection of the Landowner Liability Protections (LPs) offered by the Small Business Relief and Brownfields Revitalization Au of 2001 (the "Brownfields Amendments"), the user must respond to the following questions. Failure to provide this information to the environmental professional may result in significant data gaps, which may limit our ability to identify recognized environmental condition to assert of recorded land title records (or judicial records where appropriate) identify any activity and use limitation AULs), such as engineering controls, and use restrictions, or institutional controls that are in place at the property and/or hav seen filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.26)? X_NoYesTitle search not completed (If yes, explain below and send Terracon a copy of the Chain of Title report. 2) Do you have any specialized knowledge or experience related to the site or neady properties? For example, are you nvolved in t	Point of Contact for Access	Name: frew Demos or Davids Right Phone: 661 - 591 - 3555 Company: Source Email:
Current Site Owner         Name: Company: See provided title reports Phone: Email:         Phone: Email:           Current Site Operator         Name: Name: Company: See provided title reports Phone: Email:         Phone: Email:           Reasons for ESA (e.g., financing, acquisition, lease, etc.)         Development         This           Anticipated Future Site Use         Utility Scale solar generating builty - generate renewable Please provide Terracon copies of prior Phase T or II ESAs, Asbestos Survey: Environmental Permits or Audit documents, Underground Storage Tank documents Geotechnical Investigations, Site Surveys, Diagrams or Maps, or other relevan reports or documents           In order to qualify for one of the Landower Liability Protections (LFPs) offered by the Small Business Relief and Brownfields Revitalization Au of 2001 (the "Brownfields Amendments"), the user must respond to the following questions. Failure to provide this information to the environmental professional may result in significant data gaps, which may limit our ability to identify recognized environmental condition resulting in a determination that "all appropriate inquity" is not complete. This form represents a type of interview and as such, the user has a obligation to answer all questions in good faith, to the extent of their actual knowledge.           1) Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.26)? XNoYesTitle search not completed (if yes, explain below and send Terracon a copy of the Chain of Title report.)           2) Did a search of recorded land title records (or judicial records where appropriate) identif		
Company:	Confidentiality Requirements?	X_NoYes (If yes, please explain)
Reasons for ESA (e.g., financing, acquisition, lease, etc.)       Implementation         Anticipated Future Site Use       Unitim Scale solar geneting builty - genetic includes Please provide Terracon copies of prior Phase I or II ESAs, Asbestos Surveys Environmental Permits or Audit documents, Underground Storage Tank documents Geotechnical Investigations, Site Surveys, Diagrams or Maps, or other relevan reports or documents.         In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Relief and Brownfields Revitalization Au of 2001 (the "Brownfields Amendments"), the user must respond to the following questions. Failure to provide this information to the nervinormental professional may result in significant data gaps, which may limit our ability to identify recognized environmental condition resulting in a determination that "all appropriate inquiry" is not complete. This form represents a type of interview and as such, the user has a obligation to answer all questions in good faith, to the extent of their actual knowledge.         1) Did a search of recorded land title records (or judicial records where appropriate) identify any activity and use limitation AULLS), such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or hav been filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.26)?         X NoYes	Current Site Owner	Name: Company: See provided title reports Phone: Email:
Reasons for ESA (e.g., financing, acquisition, lease, etc.)       Implement         Anticipated Future Site Use       Unitim Scale war geneating builty - geneate concelled Please provide Terracon copies of prior Phase I or II ESAs, Asbestos Survey, Environmental Permits or Audit documents, Underground Storage Tank documents Geotechnical Investigations, Site Surveys, Diagrams or Maps, or other relevan reports or documents.         In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Relief and Brownfields Revitalization Au of 2001 (the "Brownfields Amendments"), the user must respond to the following questions. Failure to provide this information to the environmental professional may result in significant data gaps, which may limit our ability to identify recognized environmental condition resulting in a determination that 'all appropriate inquiry" is not complete. This form represents a type of interview and as such, the user has a obligation to answer all questions ingood faith, to the extent of their actual knowledge.         1) Did a search of recorded land title records (or judicial records where appropriate) identify any activity and use limitation (AULs), such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or hav been filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.26)?         MN Yes	Current Site Operator	Name: Company: See provided title reports Phone: Email:
Child Scale Gale Gale Gale Gale Gale Gale Gale G	(e.g., financing, acquisition, lease, etc.)	
Please provide Terracon copies of prior Phase 1 or II ESAs, Asbestos Surveys Environmental Permits or Audit documents, Underground Storage Tank documents Geotechnical Investigations, Site Surveys, Diagrams or Maps, or other relevan reports or documents. <b>ASTM User Questionnaire</b> In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Relief and Brownfields Revitalization A of 2001 (the "Brownfields Amendments"), the user must respond to the following questions. Failure to provide this information to the environmental professional may result in significant data gaps, which may limit our ability to identify recognized environmental condition resulting in a determination that "all appropriate inquiry" is not complete. This form represents a type of interview and as such, the user has a obligation to answer all questions in good faith, to the extent of their actual knowledge. 1) Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.25)? <u>X</u> NoYesTitle search not completed (If yes, explain below and send Terracon a copy of the Chain of Title report. 2) Did a search of recorded land title records (or judicial records where appropriate) identify any activity and use limitation (AULs), such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or hav been filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.26)? <u>X</u> NoYesTitle search not completed (If yes, explain below and send Terracon a copy of the Chain of Title report. 3) Do you have any specialized knowledge or experience related to the site or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the site or an adjoining property so that you would have specialized kno	Anticipated Future Site Use	Utility scale solar generating buility - generate renerable e
ASTM User Questionnaire In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Relief and Brownfields Revitalization Au of 2001 (the "Brownfields Amendments"), the user must respond to the following questions. Failure to provide this information to th environmental professional may result in significant data gaps, which may limit our ability to identify recognized environmental condition resulting in a determination that "all appropriate inquiry" is not complete. This form represents a type of interview and as such, the user has a obligation to answer all questions in good faith, to the extent of their actual knowledge. 1) Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.25)?	Relevant Documents?	Please provide Terracon copies of prior Phase I or II ESAs, Asbestos Surveys, Environmental Permits or Audit documents, Underground Storage Tank documents, Geotechnical Investigations, Site Surveys, Diagrams or Maps, or other relevant
XNo Yes Not applicable (If yes, explain below) 5) Are you aware of commonly known or reasonably ascertainable information about the site that would help the environmental professional to identify conditions indicative of releases or threatened releases (40 CFR 312.30)? XNo Yes (If yes, explain below)	recorded against the property under fed $\underline{X}$ NoYesTitle search not co 2) Did a search of recorded land title re (AULs), such as engineering controls, la been filed or recorded against the prope $\underline{X}$ NoYesTitle search not co 3) Do you have any specialized knowled involved in the same line of business as have specialized knowledge of the chem $\underline{X}$ NoYes (If yes, explain below) 4) Do you have actual knowledge of a lo	eral, tribal, state, or local law (40 CFR 312.25)? ompleted (If yes, explain below and send Terracon a copy of the Chain of Title report.) ecords (or judicial records where appropriate) identify any activity and use limitations nd use restrictions, or institutional controls that are in place at the property and/or have rty under federal, tribal, state, or local law (40 CFR 312.26)? ompleted (If yes, explain below and send Terracon a copy of the Chain of Title report.) ge or experience related to the site or nearby properties? For example, are you the current or former occupants of the site or an adjoining property so that you would hicals and processes used by this type of business (40 CFR 312-28)?
5) Are you aware of commonly known or reasonably ascertainable information about the site that would help the environmental professional to identify conditions indicative of releases or threatened releases (40 CFR 312.30)?		ves. explain below)
3) Based on your knowledge and experience related to the site, are there any obvious indicators that point to the presence of	<ol> <li>Are you aware of commonly known or environmental professional to identify co</li> </ol>	reasonably ascertainable information about the site that would help the
ikely presence of contamination at the site (40 CFR 312.31)? XNoYes (If yes, explain below)	<ol> <li>Based on your knowledge and experi ikely presence of contamination at the s <u>X</u>No <u>Yes</u> (If yes, explain below)</li> </ol>	ence related to the site, are there any obvious indicators that point to the presence or ite (40 CFR 312.31)?
Comments or explanations:	Comments or explanations:	

Please return this form with the signed authorization to proceed. Project No.

## Terracon Consultants Inc. Owner Questionnaire for Phase I ESAs (ASTM 1527-13)

Site Name: Raceway Z.O Sobr Project Site Address: North of Ave. A, west of 70th st., East of 90th, South of Rosamond slud, Kern Co. Owner Name/Title: See provided title reports Date: 9/23/19

How long have you owned the site?

Unknown

**Current and Historical Uses of the Site** 

1. Please provide the names and type of business of current occupants to the best of your knowledge.

Unknown - mostly agriculture operations

2. Please provide the names and type of business of historical occupants with approximate dates to the best of your knowledge

### Unknown

3. Has a previous Phase I ESA or other environmental investigation been performed on the property? Please provide a copy of previous studies.

#### **Potential Environmental Conditions**

Conditions		No
1. Industrial Uses of the site and adjoining properties (Industrial uses including but		
not limited to gas stations, auto repair or painting, printing, dry cleaners, photo		

#### **Owner Questionnaire**

processing, metal plating, smelting petroleum refining, other chemical manufacturing).		
2. Agricultural Use (crop production, animal feeding)	X	
3. Waste Storage or Disposal (Junkyard, recycling facility, battery storage, landfills,		-
dump, wastewater lagoon)		
4. Equipment use, Storage or Abandonment		
(production lines, hydraulic equipment, heavy equipment)		$ \times$
5. Hazardous Materials (greater than 5-gallon containers or 25-lb bags of pesticides,		
paints, solvents, acids, bases, anti-freeze, other regulated materials. List quantities.)		$ \times$
6. Petroleum Hydrocarbons (greater than 5-gallon containers of gasoline, diesel,		
lubricating oil, waste oil, fuel oil, heating oil, bunker oil, kerosene, benzene, toluene,		$ \times $
ethylbenzene, xylene, aviation or jet fuel)		1 -
7. Spills or Releases of Petroleum Hydrocarbons or Hazardous Materials (Stained		
soil, dead vegetation or any other evidence of a spill)		
8. PCBs (transformers, hydraulic equipment)		X
9. Surface Water Issues (Pits, ponds, lagoons)		X
10. Groundwater Issues (monitoring or drinking water wells, injection wells or drains		
without storm/sewer connection)		$ \times$
11. Wastewater Issues (floor drains, trenches, sumps, oil/water separators)		X
12. Underground storage tanks (USTs), Above-ground storage tanks (ASTs)		
(removed or currently present; specify substance stored)		$ \times $
<ol> <li>Asbestos (previous surveys, identified materials, O&amp;M plans)</li> </ol>		X
14. Septic Tanks and drain fields (in use or abandoned)		
15. Utility Corridors (pipelines, easements, right-of-ways)		XX
16. Regulatory Compliance (Stormwater, Spill Prevention Plans, Wastewater discharge		+
permits, other permits)		X
17. Natural Resource Issues (wetlands, critical habitat, threatened or endangered	- C	
species, historic or cultural resources)	X	
18. Legal or Regulatory Actions (Environmental Enforcement, liens, activity and use		
limitations, covenants, pending lawsuits)		$  \times$

Please explain YES responses in the space below.

2.) Most of the project site was used for agriculture at some point in time. Agricultual operations have stopped to our knowledge. 17.) Some historic resources have been faund onsite, but according to the project's cultural feasures phase I Report, these resources de not significant under CEQA.

I have completed the above questionnaire to the best of my knowledge,

\_\_\_\_ Signature: Dallas Righ

Date: 9/23/19 Company: 5, Power

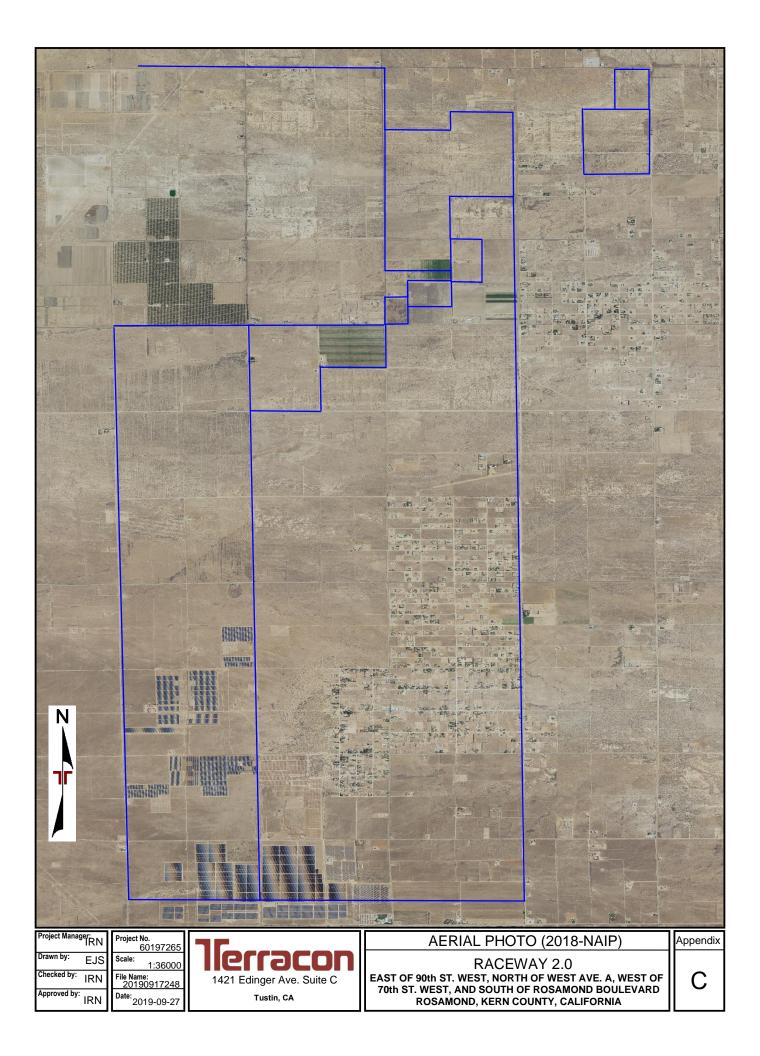


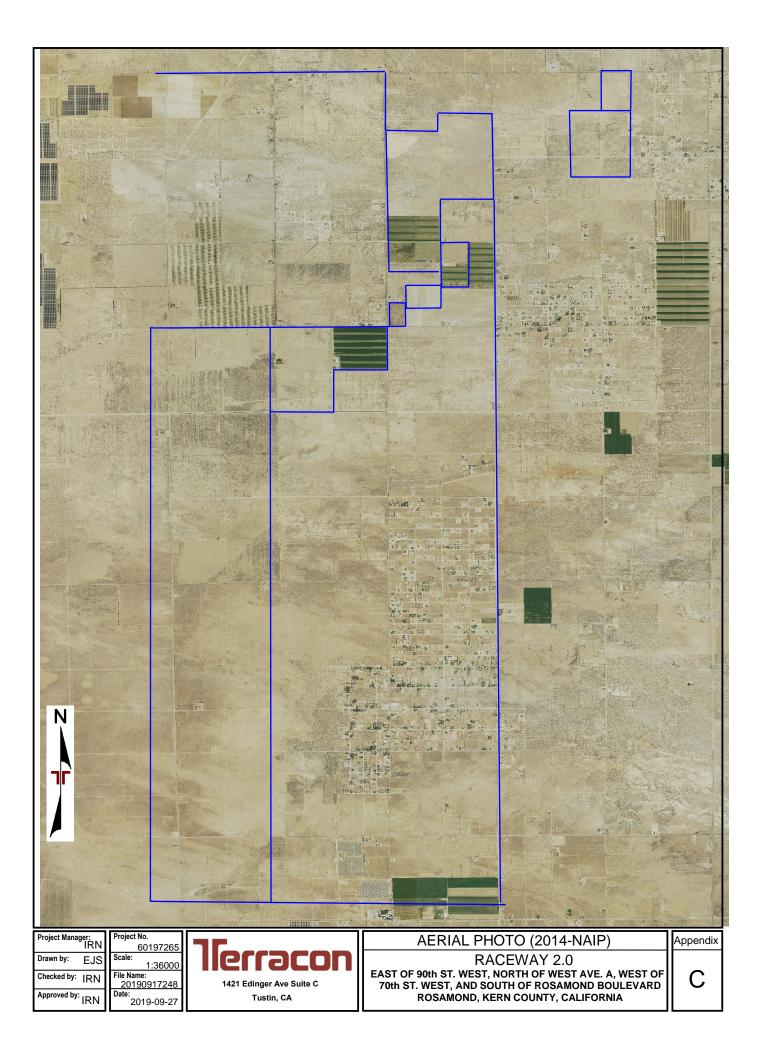
Project Property:	Raceway Solar Project
	Raceway Solar Project
	California 93560 CA 93560
Project No:	60197265
<b>Requested By:</b>	Terracon
Order No:	20190917248
Date Completed:	September 27, 2019

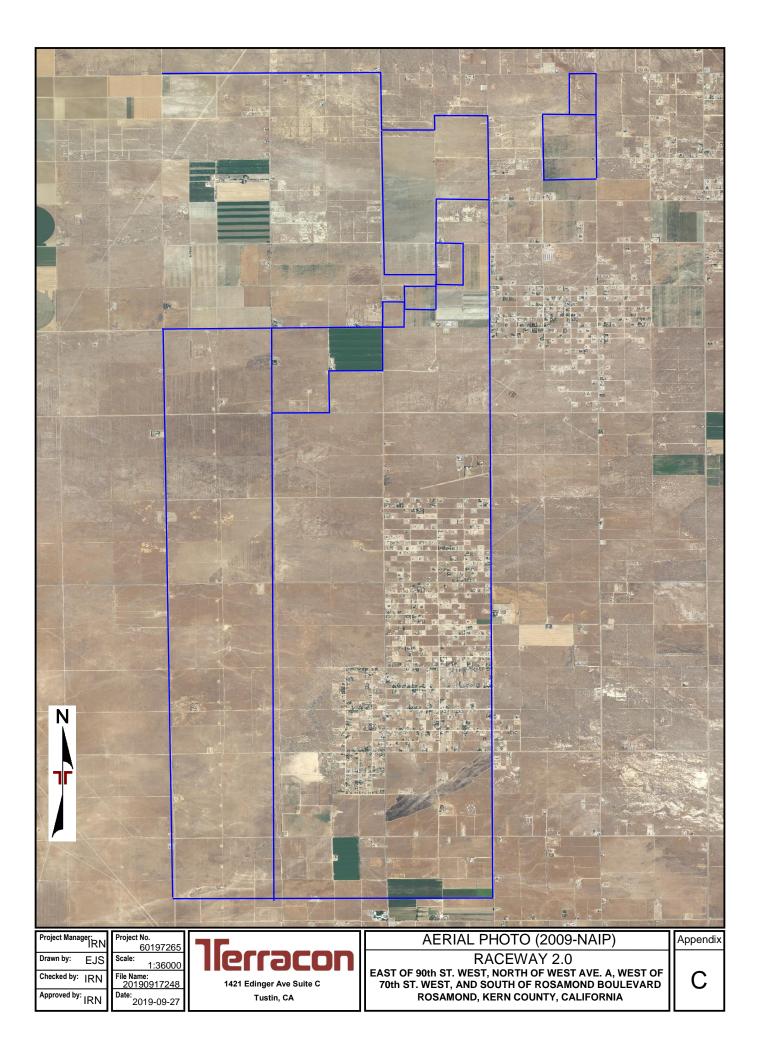
### Environmental Risk Information Services A division of Glacier Media Inc. 1.866.517.5204 | info@erisinfo.com | erisinfo.com

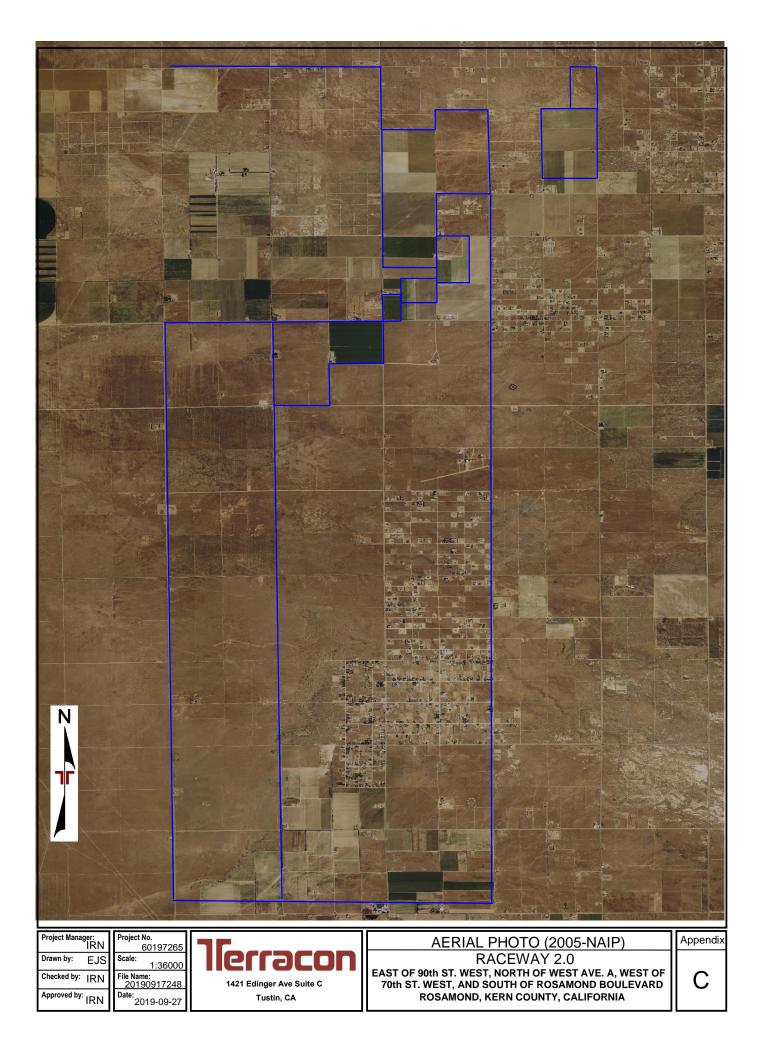
### Search Results Summary

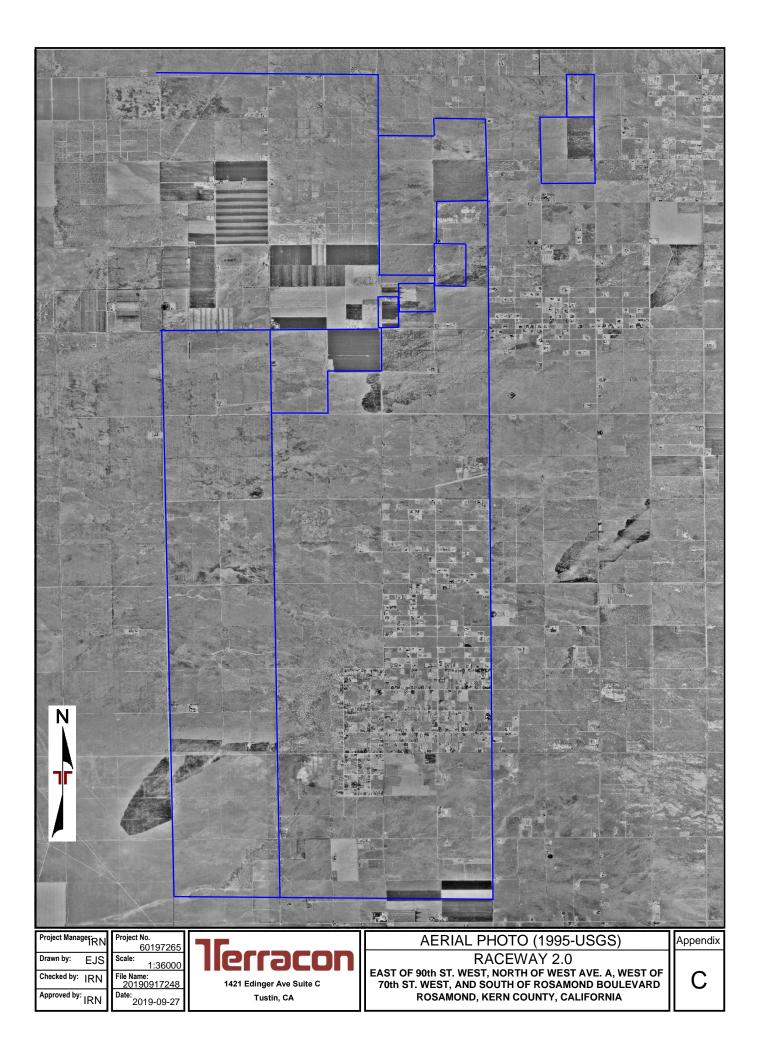
Date	Source	Source scale	Comment
	NAID		
2018	NAIP	1:36000	
2014	NAIP	1:36000	
2009	NAIP	1:36000	
2005	NAIP	1:36000	
1995	USGS	1:36000	
1987	NHAP	1:36000	
1978	USGS	1:36000	
1972	USGS	1:36000	
1963	USGS	1:36000	
1954	AMS	1:36000	
1948	ASCS	1:36000	

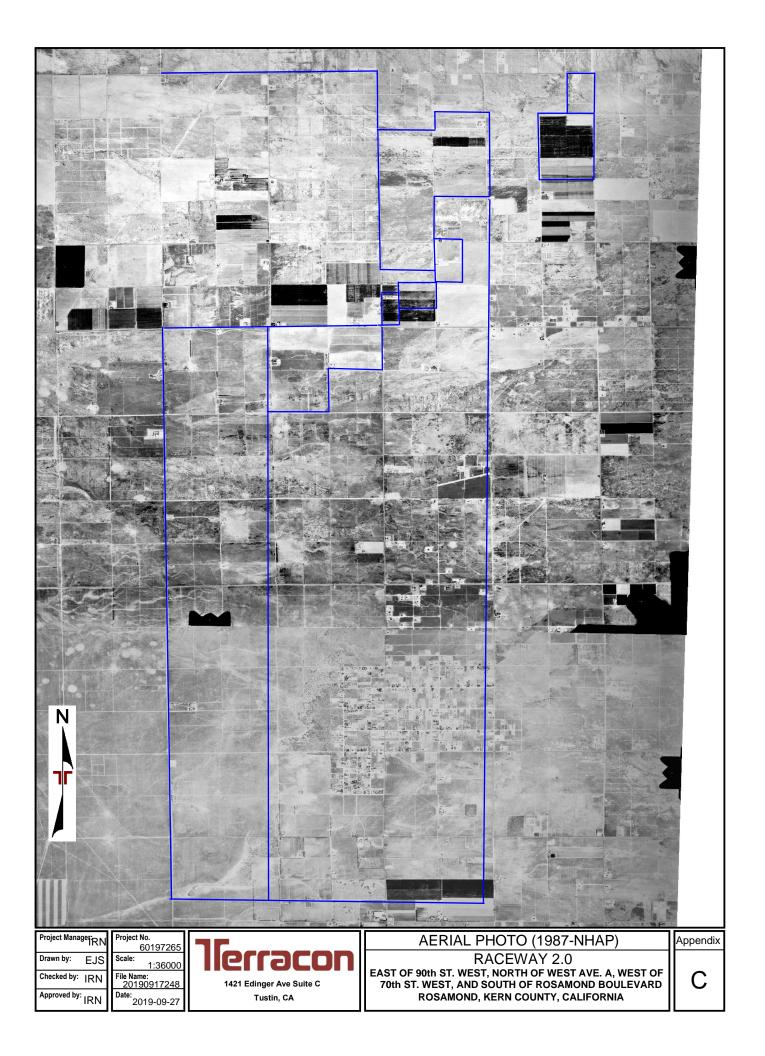


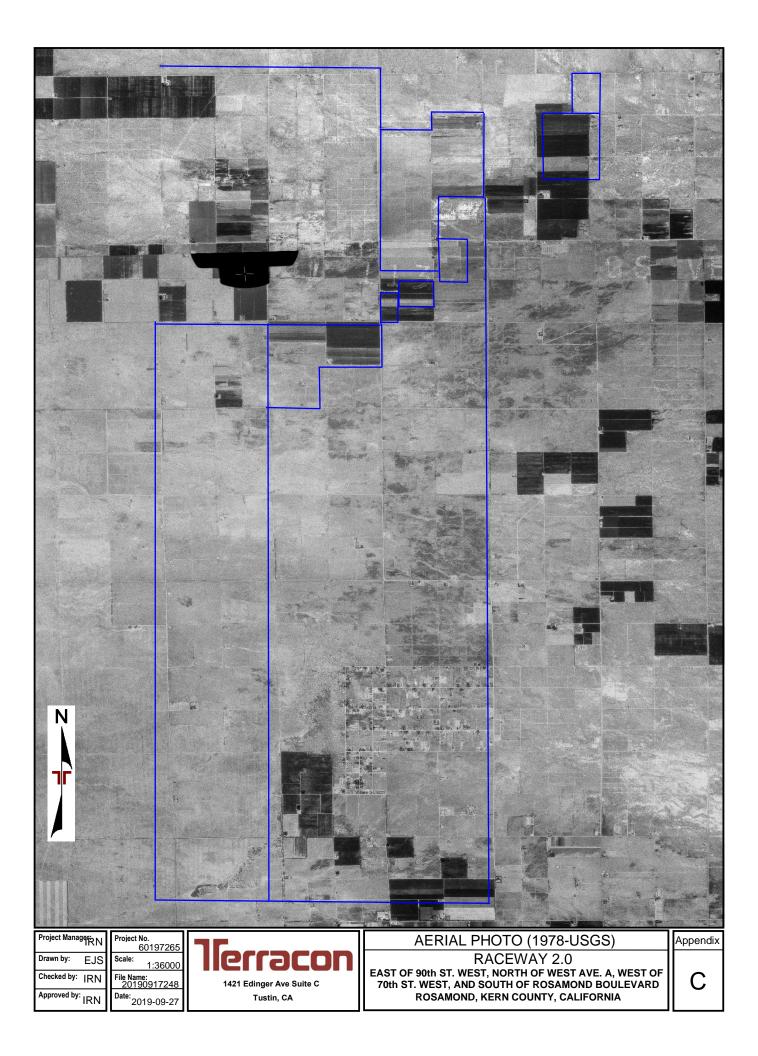


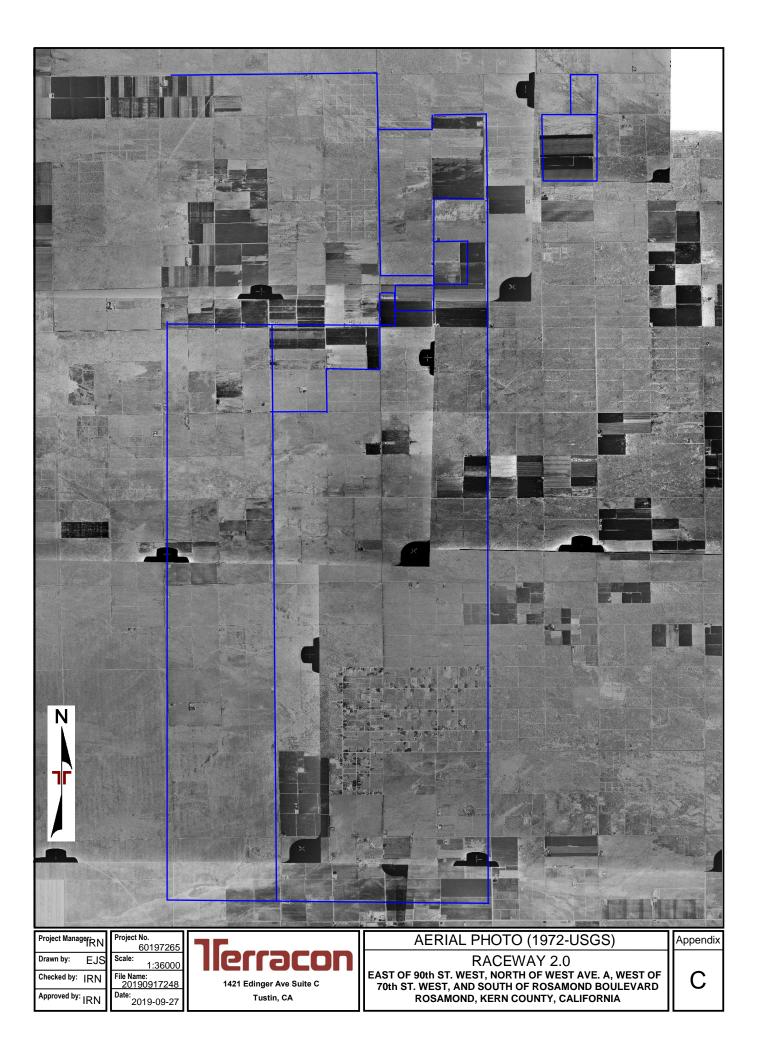


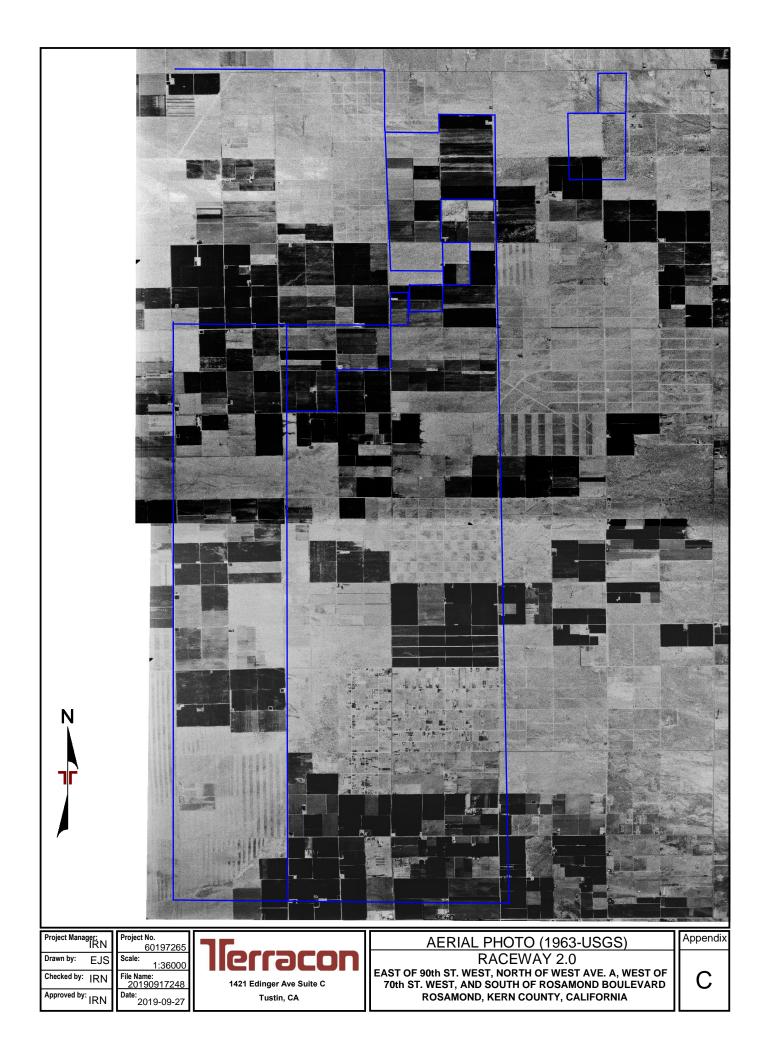


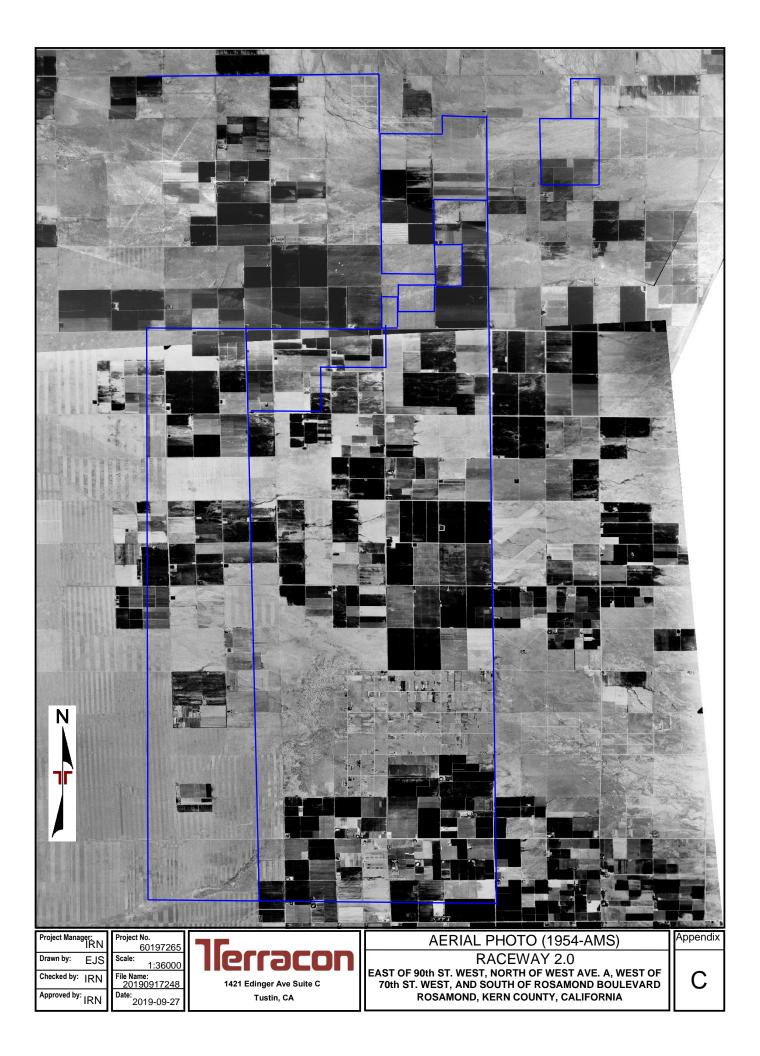


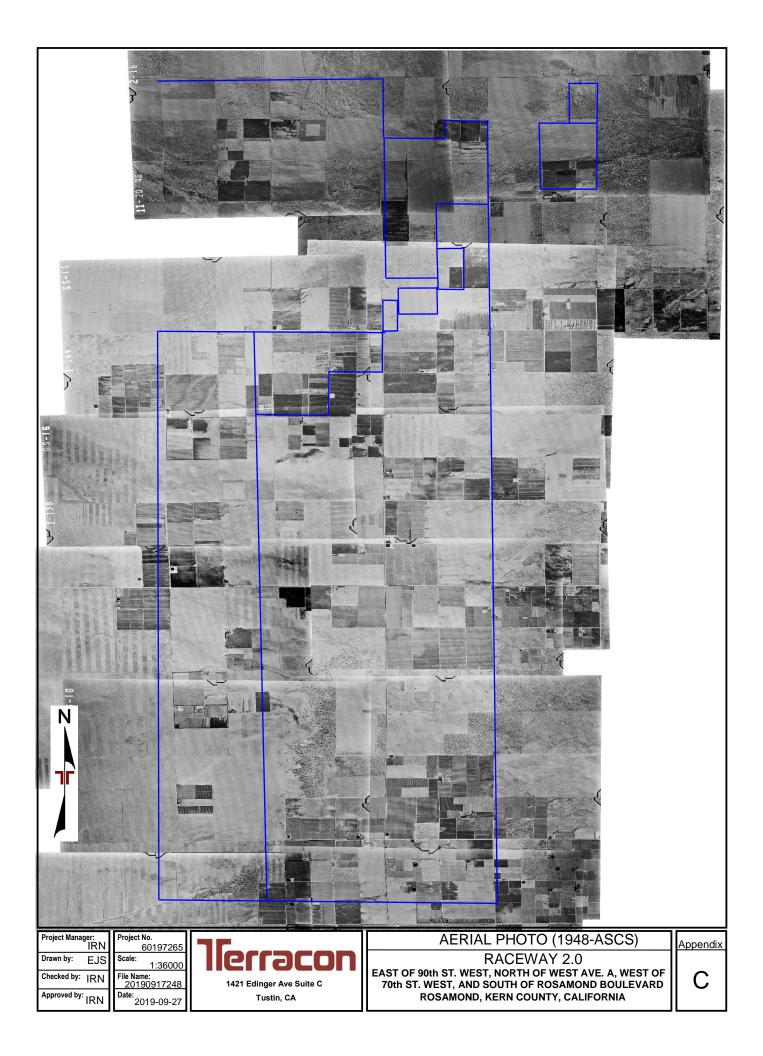














### TOPOGRAPHIC MAP RESEARCH RESULTS Date: 2017-07-27

### Project Property: n/a, Kern County, CA

ERIS Order Number: 20170726052

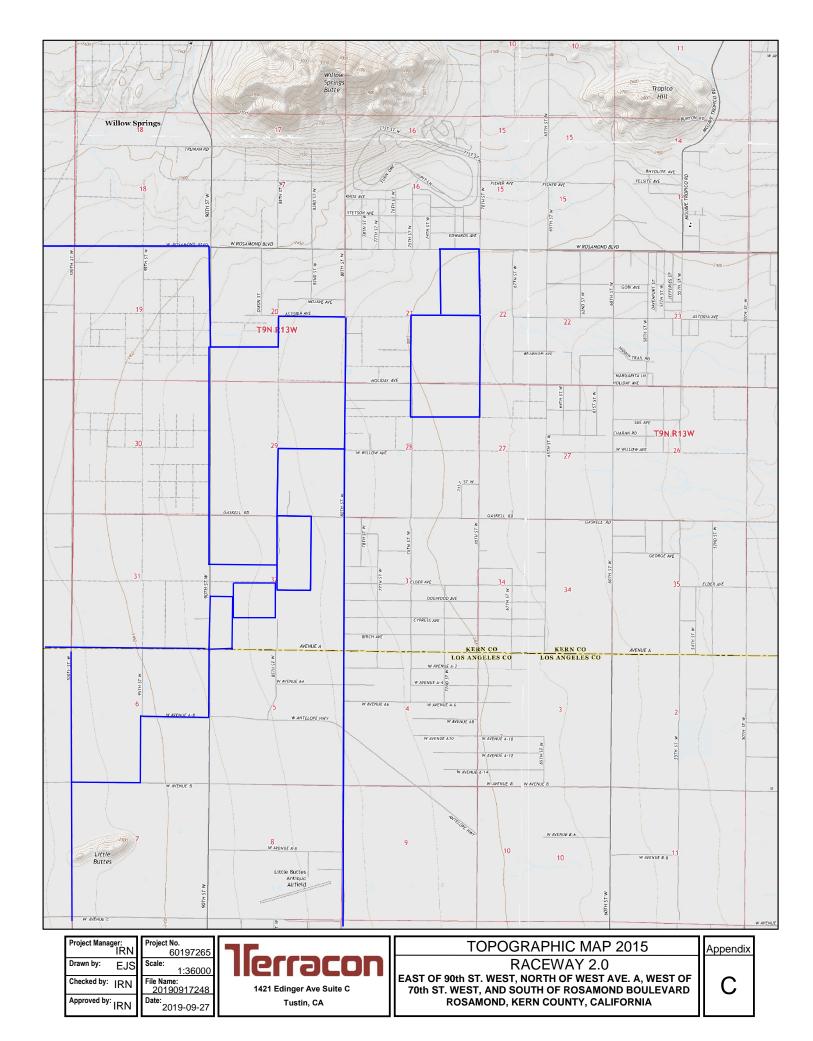
We have searched USGS collections of current topographic maps and historical topographic maps for the project property. Below is a list of maps found for the project property and adjacent area. Maps are from 7.5 and 15 minute topographic map series, if available.

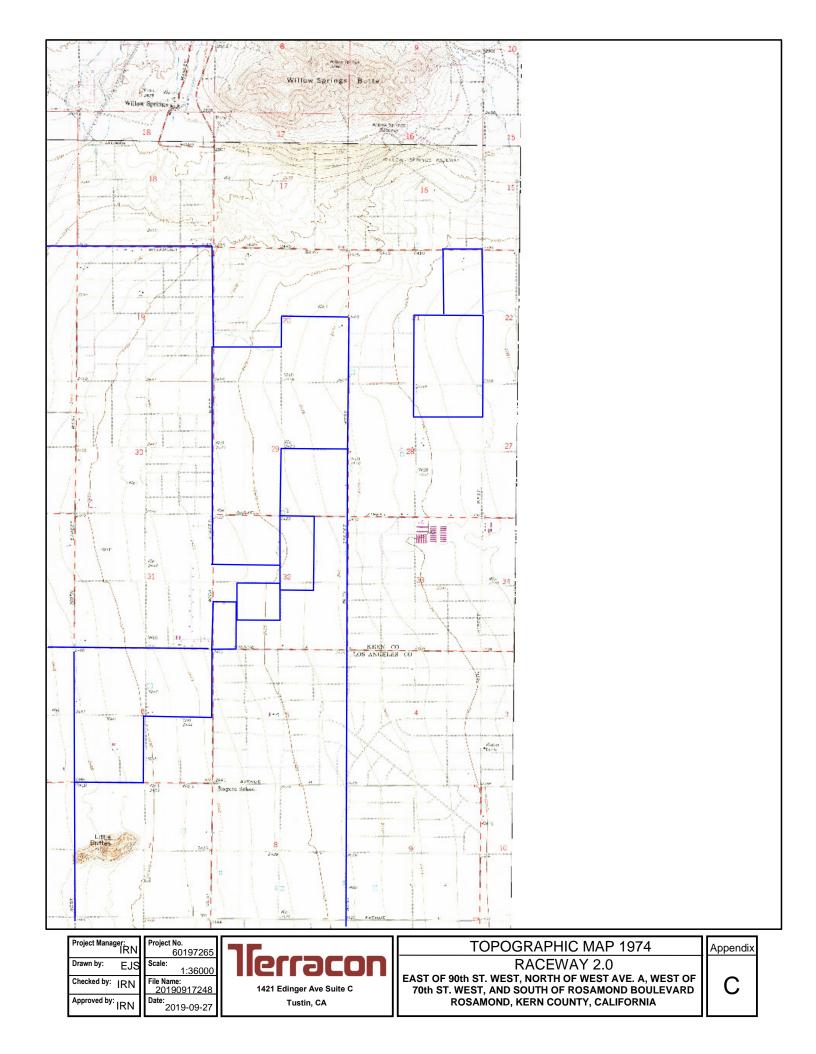
Year	Map Series
2015	7.5
1974	7.5
1973	7.5
1965	7.5
1947	7.5
1956	15
1943	15

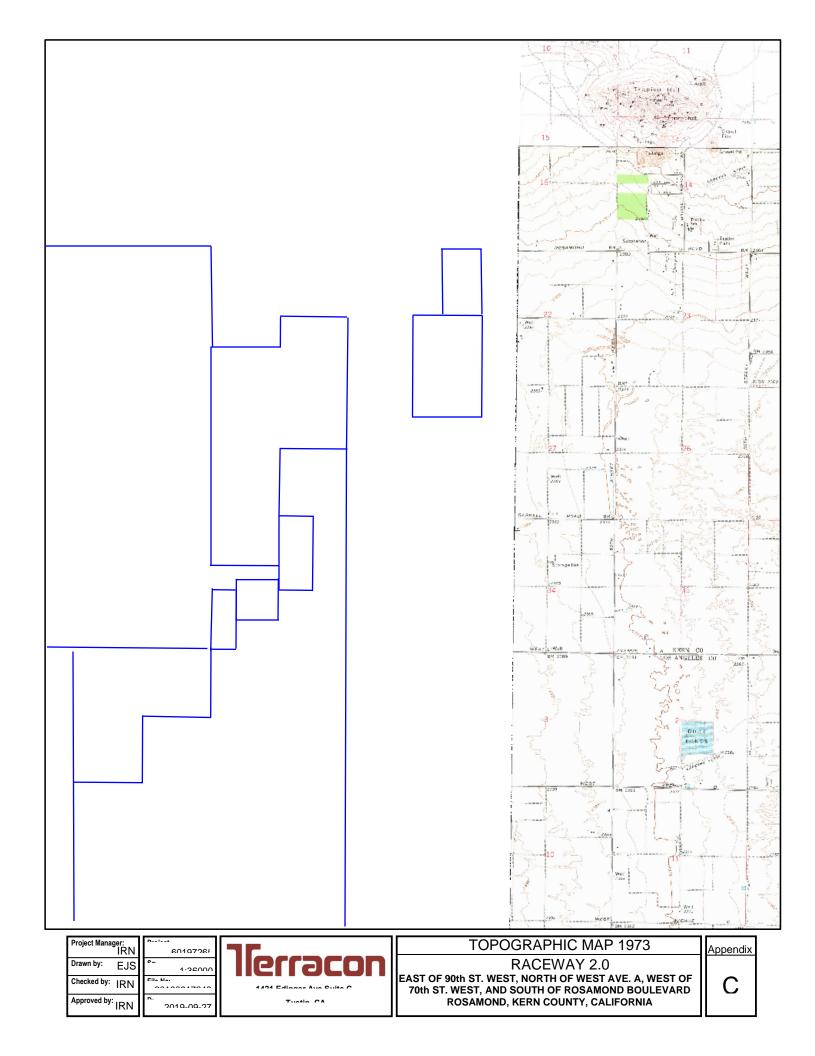
Topographic Maps included in this report are produced by the USGS and are to be used for research purposes including a phase I report. Maps are not to be resold as commercial property.

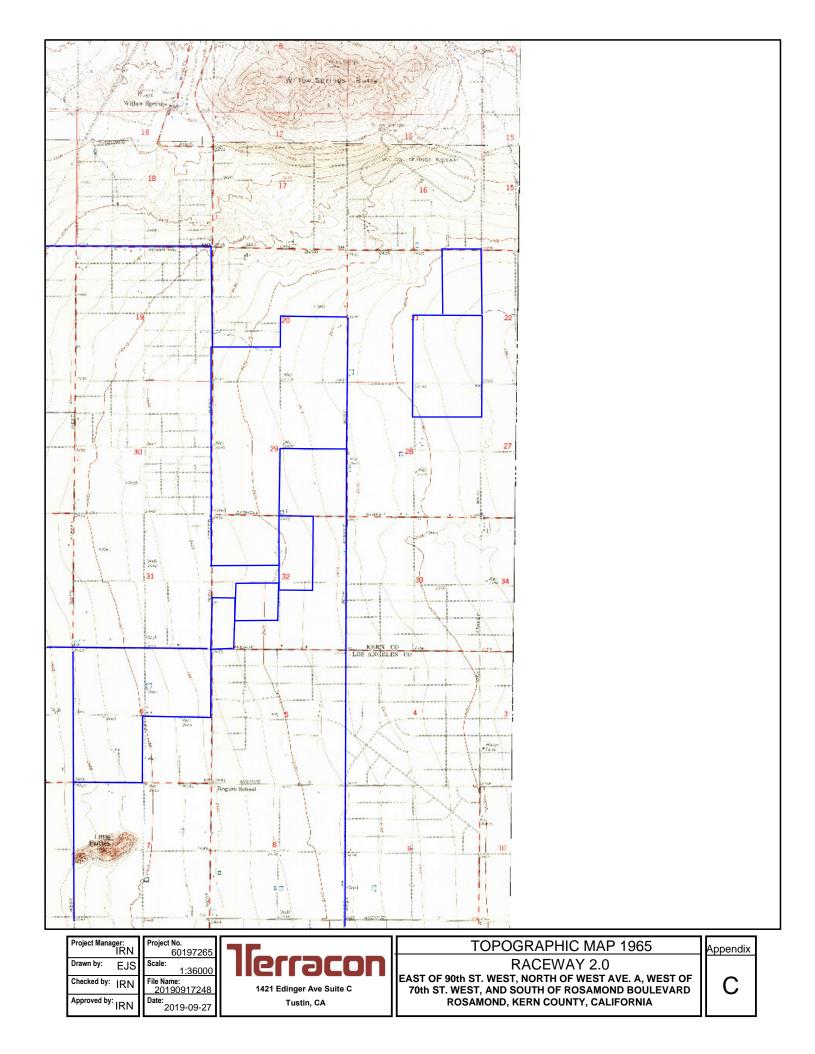
No warranty of Accuracy or Liability for ERIS: The information contained in this report has been produced by ERIS Information Inc. (in the US) and ERIS Information Limited Partnership (in Canada), both doing business as 'ERIS', using Topographic Maps produced by the USGS. This maps contained herein does not purport to be and does not constitute a guarantee of the accuracy of the information contained herein. Although ERIS has endeavored to present you with information that is accurate, ERIS disclaims, any and all liability for any errors, omissions, or inaccuracies in such information and data, whether attributable to inadvertence, negligence or otherwise, and for any consequences arising therefrom. Liability on the part of ERIS is limited to the monetary value paid for this report.

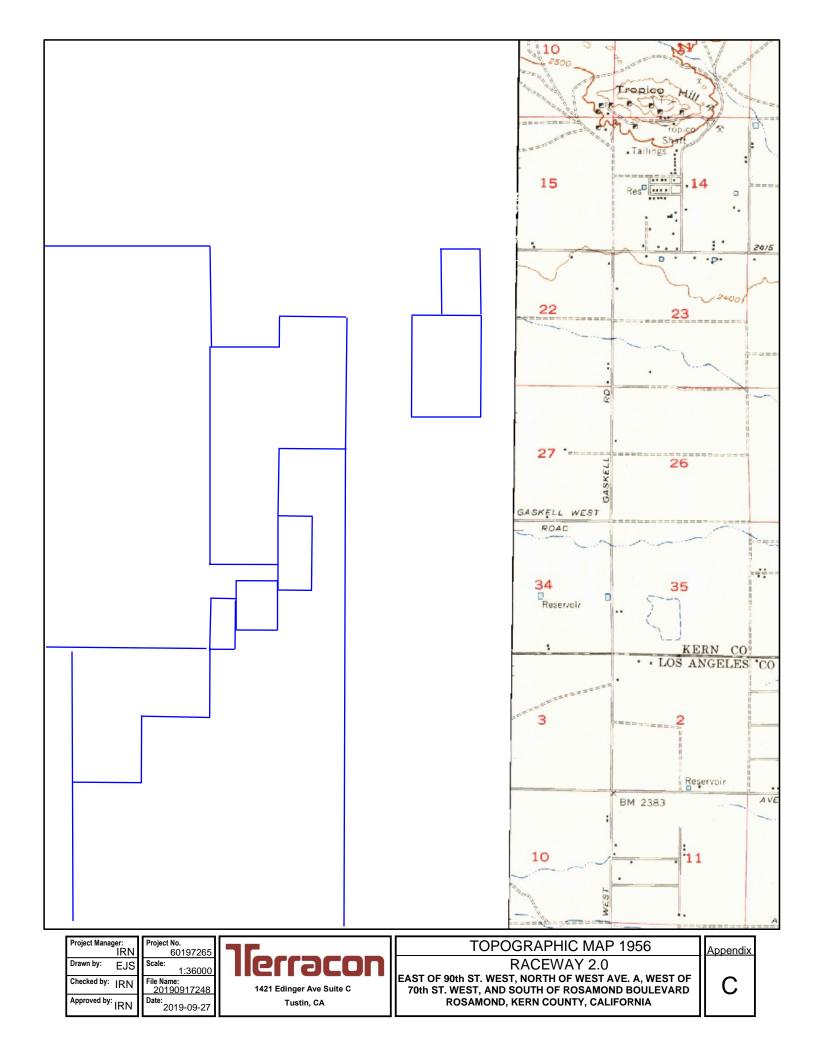
Address: 38 Lesmill Road Unit 2, Toronto, ON M3B 2T5 Phone: 1-866-517-5204 Fax: 416-510-5133 info@erisinfo.com www.erisinfo.com

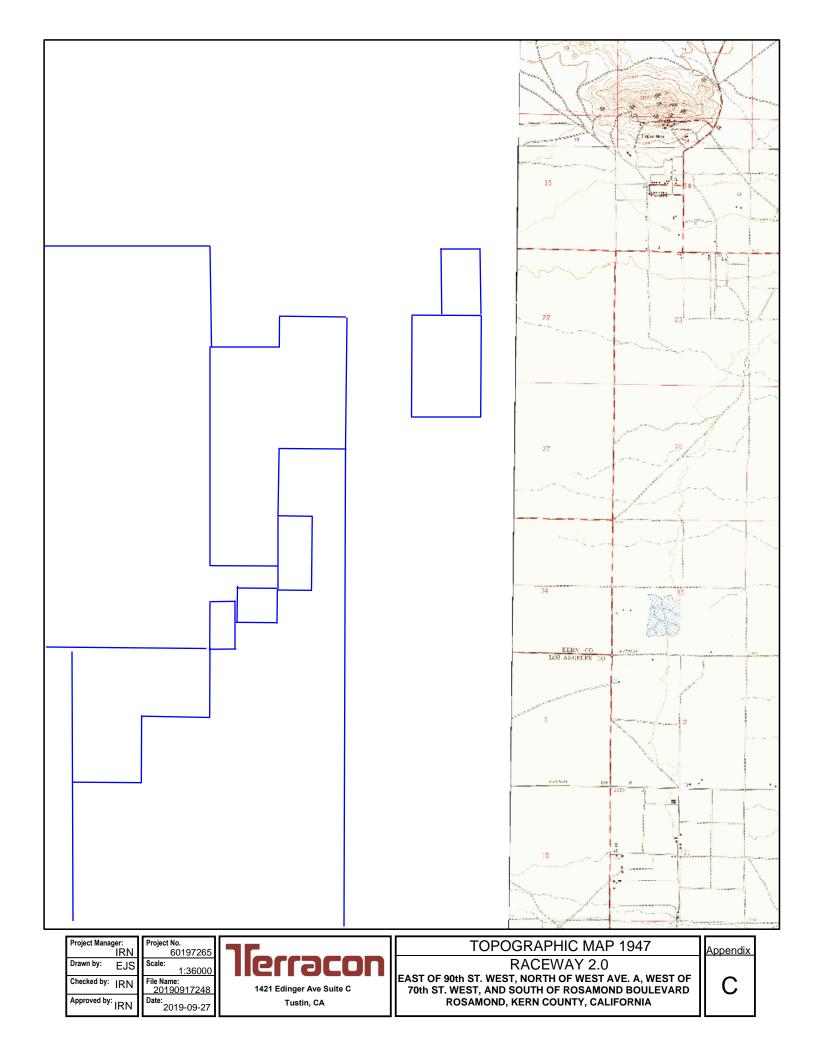


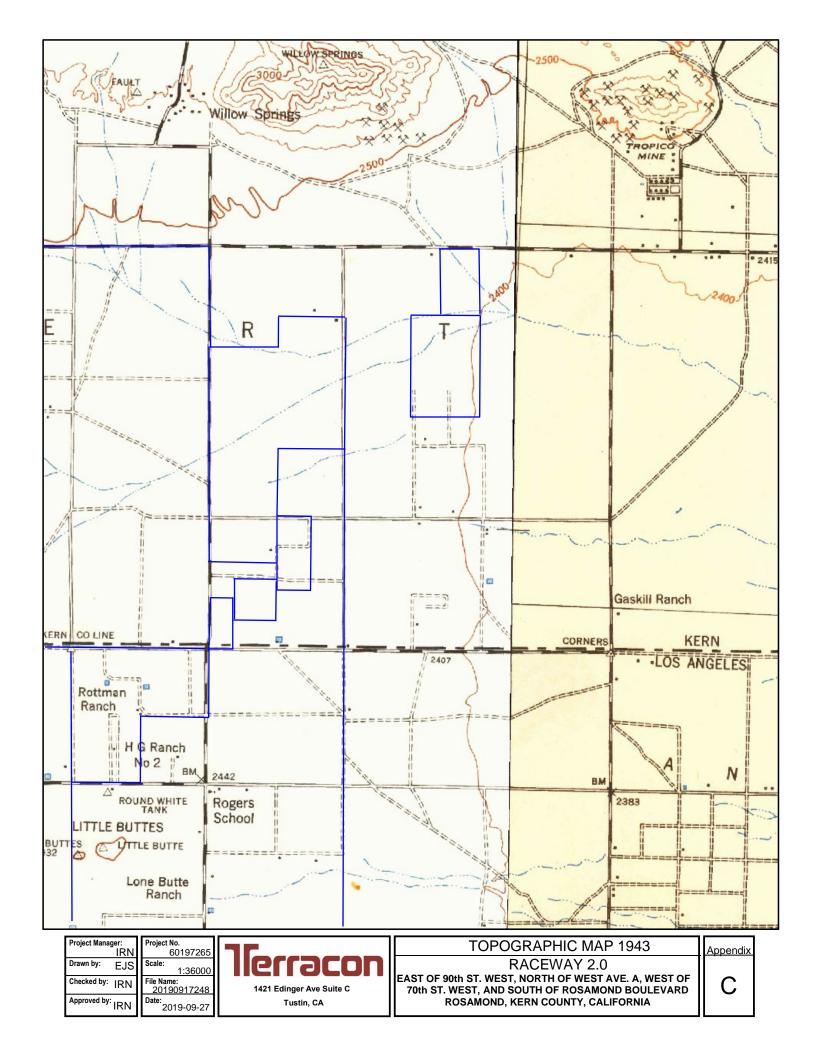














## FIRE INSURANCE MAP RESEARCH RESULTS Date: 7/26/2017

## Order Number: 20170726052 n/a,Kern County,CA

ERIS has searched our in-house collection of Fire Insurance Maps for the address at: *n/a,Kern County,CA* 

Please note that no information was found for your site or adjacent properties.

If you have any questions regarding the enclosed information, please do not hesitate to contact us.

Individual Fire Insurance Maps for the subject property and/or adjacent sites are included with the ERIS environmental database report to be used for research purposes only and cannot be resold for any other commercial uses other than for use in a Phase I environmental assessment.



# HISTORICAL DIRECTORY REPORT

for the site:

Raceway Solar Project n/a Rosamond, CA PO #:

Report ID: 20170726052 Completed: 8/2/2017

#### Ecolog ERIS Ltd.

Environmental Risk Information Service (ERIS) A division of Glacier Media Inc. P: 1.866.517.5204 E: info@erisinfo.com

www.erisinfo.com



## **Search Results Summary**

Date	Source	Comment	
2016	DIGITAL BUSINESS DIRECTORY		
2014	DIGITAL BUSINESS DIRECTORY		
2009	DIGITAL BUSINESS DIRECTORY		
2007	HAINES		
2001	HAINES		
1996	HAINES		
1991	HAINES		
1986	HAINES		
1981	HAINES		
1976	HAINES		
1972	HAINES		



8/2/2017

RE: CITY DIRECTORY RESEARCH Raceway Solar Project n/a Rosamond, CA

Thank you for contacting ERIS for an City Directory Search for the site described above. Our staff has conducted a reverse listing City Directory search to determine prior occupants of the subject site and adjacent properties. We have provided the nearest addresses(s) when adjacent addresses are not listed. If we have searched a range of addresses, all addresses in that range found in the Directory are included.

Note: Reverse Listing Directories generally are focused on more highly developed areas. Newly developed areas may be covered in the more recent years, but the older directories will tend to cover only the "central" parts of the city. To complete the search, we have either utilized the ACPL, Library of Congress, State Archives, and/or a regional library or history center as well as multiple digitized directories. These do not claim to be a complete collection of all reverse listing city directories produced.

ERIS has made every effort to provide accurate and complete information but shall not be held liable for missing, incomplete or inaccurate information. To complete this search we used the general range(s) below to search for relevant findings. If you believe there are additional addresses or streets that require searching please contact us at 866-517-5204.

#### Search Criteria:

542-1264 of 60th Street West 775-1256 of 65th Street West 1101-1201 of 71st Street West 2285 of 78th Street West 346-2470 of 80th Street West 502-775 of 85th Street West 102-2392 of 90th Street West 5640-9159 of West Avenue A 5970-11941 of Gaskell Road 7968 of Elder Avenue 7963 of Roland Avenue 7943-7952 of Cathy Avenue 7543-7801 of Willow Avenue 1575-1527 of La Linda Lane 6530 of Cypress Street 6532 of Birch Street 7834-7956 of Dinkey Avenue 6727-7792 of Holiday Avenue 6521-7965 of Dogwood Avenue

### **60TH STREET WEST**

2016

SOURCE: DIGITAL BUSINESS DIRECTORY

#### **65TH STREET WEST**

- 2016 SOURCE: DIGITAL BUSINESS DIRECTORY
- 774 Nehl Fence...Fence Contractors
- 3718 Exotic Feline Breeding Cmpnd...Family Entertainment Cent
- 3718 Exotic Feline Breeding Cmpnd...Wildlife Conservation

775 Desert West Construction ... Construction Companies

Street Not Listed...

Street Not Listed...

#### **80TH STREET WEST**

## **85TH STREET WEST**

2016 SOURCE: DIGITAL BUSINESS DIRECTORY

2845 **R C S Affordable Limousine Svc**... Transportation Services 3709 Saddleback Broadcasting Inc...Broadcasting Companies

Street Not Listed...

#### 90TH STREET WEST

3045 High Desert Cellars... Wineries [mfrs]

SOURCE: DIGITAL BUSINESS DIRECTORY

2016

7450 **G H Plastering Inc**...Plastering Contractors

7900 Sundale Mutual Water... Water & Sewage Companies-utility

Street Not Listed...

CATHY AVENUE

#### **CYPRESS STREET**

7095 Clearwater Plumbing...Plumbing Contractors

7523 Re/max...Real Estate

2016

Street Not Listed...

7274 Henry, Mark...Nonclassified Establishments

ELDER AVENUE

Street Not Listed...

16100 Antelope Valley Water Stge Lic...Storage

Street Not Listed...

2016 SOURCE: DIGITAL BUSINESS DIRECTORY

6055 Martinez Concrete...Concrete Contractors

Street Not Listed...

ROLAND AVENUE

# SOURCE: DIGITAL BUSINESS DIRECTORY

3310 Wagas Ranch...Ranches

2016

- 4361 George S Backhoe...Drilling & Boring Contractors
- 4361 George S Backhoe...Federal Government Contractors
- 4601 Critter Sitters...Pet Boarding Sitting & Kennels
- 4687 Von Hainbolz Inc...Dog Breeders
- 4842 La Paws Pet Resort...Dog Breeders
- 7087 Healthy Companions... Misc Non-durable Goods Nec [whls]

WEST AVENUE A

8425 Tapia Brothers Inc...Fruits & Vegetables-growe

### WILLOW AVENUE

2014

### **60TH STREET WEST**

- 7801 Sunburst Consultation Svc...Consultants-business Nec
- 774 Nehl Fence...All Other Specialty Trade Contrs

- 3718
   Exotic Feline Breeding Cmpnd...Hunting & Trapping

   3718
   Exotic Feline Breeding Cmpnd...Family Entertainment Cent

Street Not Listed...

Street Not Listed...

Street Not Listed...

78TH STREET WEST

#### 2014 SOURCE: DIGITAL BUSINESS DIRECTORY

2845 R C S Affordable Limousine Svc... Transportation Services

**80TH STREET WEST** 

- 2845 R C S Affordable Limousine Svc...Airport Transportation Se
- R C S Affordable Limousine Svc...Wedding Supplies & 2845 Servic
- 2845 R C S Affordable Limousine Svc...Limousine Svc
- 3333 Patios Plus...Residential Remodelers
- 3709 Saddleback Broadcasting Inc...Radio Stations

Street Not Listed...

3045 High Desert Cellars...Wineries

#### **BIRCH STREET**

#### 2014 SOURCE: DIGITAL BUSINESS DIRECTORY

Street Not Listed...

- 7450 **G H Plastering Inc**...Drywall & Insulation Contrs
- 7900 Sundale Mutual Water... Water Supply & Irrigation Systems

### CYPRESS STREET

### 7095 Clearwater Plumbing...Plumbing & Hvac Contrs

- 7523 **Re/max**... Real Estate Agents & Brokers
- 7523 Re/max Allpro... Real Estate Agents & Brokers
- 7975 A V S The Chimney Sweep...All Other Specialty Trade

**DINKEY AVENUE** 

Street Not Listed...

2014 SOURCE: DIGITAL BUSINESS DIRECTORY Street Not Listed...

7274 Henry, Mark...Nonclassified Establishments

Street Not Listed...

6055 Martinez Concrete...Poured Concrete Structure Control

Street Not Listed...

Street Not Listed...

### 2014

### WEST AVENUE A

2014

SOURCE: DIGITAL BUSINESS DIRECTORY

### WILLOW AVENUE

- 3310 Wagas Ranch...All Other Animal Production
- 4361 George S Backhoe...Federal Government Contractors
- 4361 George S Backhoe... Water & Sewer System Construction
- 4601 Critter Sitters...Support Activities For An
- 4687 Von Hainbolz Inc...Support Activities For An
- 4842 La Paws Pet Resort...Support Activities For An 7087 Healthy Companions...Wholesale Trade Agents & Brokers
- 8425 Tapia Brothers Inc...Fruit & Vegetable Merchant Whols
- 7801 Sunburst Consultation Svc...Other Management Consulti

#### 2009

### **60TH STREET WEST**

#### **65TH STREET WEST**

- 774 Nehl Fence...Fence Contractors 774
- Nehl Fence...Fence Contractors
- 908 Bob Caldara Trucking...Local Trucking Operator
- 3718 Exotic Fline Breeding Compound...Animal Services Ret Gifts
- 5301 Life Change Seminars...Pers Svc Agts Brkrs
- 5301 Life Change Seminars...Lecture & Seminar Bureaus
- 2009 SOURCE: DIGITAL BUSINESS DIRECTORY
- 775 Desert West Construc...Single-family House Construction
- 775 Desert West Construction...Gen Remod 1-fam House

### 71ST STREET WEST

ST 2009 SOURCE: DIGITAL BUSINESS DIRECTORY

- 1155 Refrigeration Plus...Plumbing/heating/air Cond Contractor
- 1155 Refrigeration Plus...Plbg Htg Ac Contr

Street Not Listed...

2845 R Cs Affordable Limousine Svc...Limo Rent With Driver

SOURCE: DIGITAL BUSINESS DIRECTORY
Street Not Listed...

2009

#### 2009

#### 90TH STREET WEST

2009

### **BIRCH STREET**

- SOURCE: DIGITAL BUSINESS DIRECTORY
- 3405 Great Escape Family Billiards...Amus Recreation Sv
- 3405 Great Escape Family Billiards...Billiard Parlors

7743 James Bros Systems...Cmp Programming Svs

7852 Infinity Group...Gen Remod 1-fam House

Street Not Listed...

7095 Clearwater Plumbing...Plumbing Contractor

## DINKEY AVENUE

Street Not Listed...

SOURCE: DIGITAL BUSINESS DIRECTORY

2009

7148 D C Homes...Comm/off Bldg New Con

7274 Mark Henry...Unclassified

### ELDER AVENUE

2009

4312 Real Estate Book...Radio Tv Pubg Rep

6720 Richardson & Farmer Trucking... Trucking

### HOLIDAY AVENUE

2009 SOURCE: DIGITAL BUSINESS DIRECTORY

Street Not Listed...

2009 SOURCE: DIGITAL BUSINESS DIRECTORY 12764 Desert Owl Farm...General Crop Farm

12764 Desert Owl Farm...General Crop Farms

Street Not Listed...

### ROLAND AVENUE

3310 Wagas Ranch...Gen Livestock Farms

4687 Von Hainbolz Inc...Animal Spc Services

- 4842 La Paws Pet Resort...Animal Services
- 8425 Tapia Bros Inc...Unclassified

SOURCE: DIGITAL BUSINESS DIRECTORY

2009

- 8425 Tapia Brothers Inc...Fresh Fruits & Vegs
- 8425 **Tapia Brothers Inc**...*Fruits & Vegetables-growe*
- 9201 **Mitie Cattery**...*Animal Services*
- 9241 Chueweka...Business Services
- 14147 Horton Farm...Nclassifiable Estab
- 14147 Horton Farm...General Crop Farm

2009 SOURCE: DIGITAL BUSINESS DIRECTORY		2007 source: hain	IES	60TH STREET \	NEST
801       Sunburst Consultation SvcBut         801       Sunburst Consultation SvcCo.		60TH ST W 93560 ROSAMOND WEALTH CODE 2.3			
			XXXX • STABELL Berth	00 661-256-7811	4
		X	GEORGE • NEHL Mike		
		Х	CATHY A	VE	
		818 X	GASKELL	RD	
		1264 .	HALCOMB Tamra MELTON Shirley CALLAHAN A J CALLAHAN Andrew	661-256-9131 661-256-4859	+6

2007 SOURCE: HAINES	65TH STREET WEST - A	2007 SOURCE: HAINES	65TH STREET WEST - B
65TH ST W 93 ROSAMOND	560	1857 • WRIGHT G 1967 • JONES She	
WEALTH CO X WILLOW 1788 WARNER Gene 1801 • ROKEY Scott	AVE 661-256-3994 4 661-256-2821 1	2053 XXXX 2075 LOWE Bart 2076 • BLIGHT Alt 2147 • GIORDANC	bert         661-256-6290         0           O Cynthia         OO         3           Cynthia         661-256-2626         3
1827 + NYHOLM Harold OO + 6 X AST		ORIA AVE	
		2435 <b>•</b> OILES John ( 2774 ZEOK Jane 2918 <b>•</b> WILLIAMS 2944 XXXX	661-256-8643 4
		4669 DEATON D 5294 • GALLAGHE X FIRI	NSTELLATION AVE ebra 661-256-8935 4 R Edward 661-256-8647 8 MAMENT AVE 7 RES 2 NEW

2007 71ST STREET WEST SOURCE: HAINES	2007 78TH STREET WEST source: HAINES
71ST ST W 93560 ROSAMOND	78TH ST W 93560 ROSAMOND
WEALTH CODE 2	WEALTH CODE 2
X       GASKELL RD         1101       XXXX       OO         1155 ♣ EYLER Celia       661-256-4803       9         ★ REFRIGRTN PLUS       661-256-7755       3         ★       1       BUS       2       RES       0       NEW	2389     ● CROSBY Alice     OO       X     ASTORIA AVE       X     W ROSAMOND BLVD       3126     ▲● ALVISO Vera     OO       ★     0     BUS     2     RES     0     NEW



## 80TH ST W 93560 ROSAMOND WEALTH CODE 2.4

X 346 X	BIRCI • EUBANKS Rei DOG	becca	E 661-256 D AVE		8
Х	ELDE	RAV	Έ		
	VAN Norman I		00	í.	0
	+ TAYLOR Tom		661-256	- 3800	8
	o COLLINS Edw		661-256	- 8557	3
	+ • EPPS Mark		00	)	
2845	CASE Richard		661-256	- 0459	4
Х	WRC	SAM	OND	BLVD	
Х	SWE	ETSE	RRD		
3709	HIGH DESEI BROADCAST LLC		661-256	- 9044	3
* 1	BUS 6	RES	0	NEW	

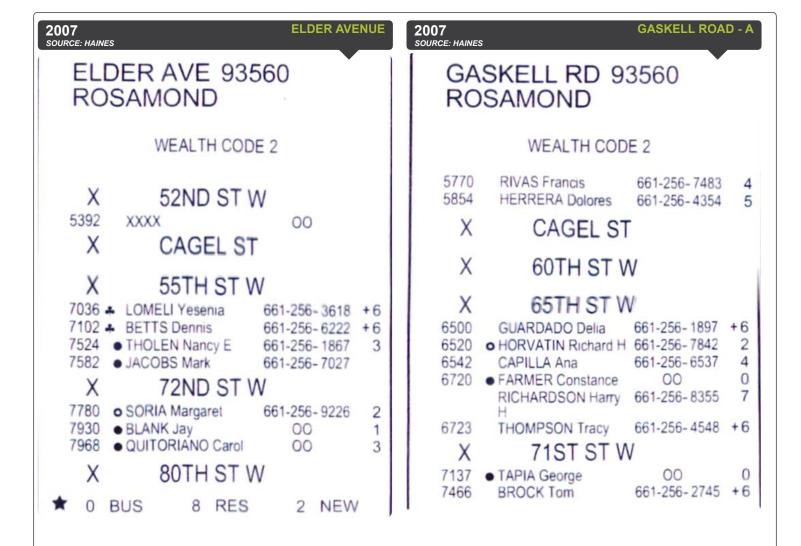
Street Not Listed

2007 SOURCE: HAINES	90TH STREET WEST	2007 SOURCE: HAINES	BIRCH AVENUE
90TH ST W 935 ROSAMOND	60	BIRCH ST 9356 ROSAMOND	0
WEALTH COD	E 2	WEALTH COD	E 2
115 MULLINS Vernon 251 XXXX 470 GODDE Jerry	661-256-6687 OO 661-256-2177	6532 • SUSZEK Timothy 6578 XXXX 6643 • RIIHIMAKI James	OO 1 OO 661-256-0698 1
1405 ● ADAMS G 3405 ★ THE GREAT ESCAP FAMILY BLRDS ★ 1 BUS 4 RES		X 67TH ST V 6765 ••WILLIAMS Senah 6768 • SPRINGER Darryl 6984 • BRINO Anthony 7145 ••WHITE Matthew 7148 • PIZARRO Linda	V 00 1 00 0 00 4 00 4 00 0
		X 72ND ST V	
		<ul> <li>7321 ● FRAPPIED Bruce</li> <li>7409 ◆ ERVIN William</li> <li>7450 GEORGE Tiffany</li> <li>7475 ● STOLTING John</li> <li>7602 ● LACEY Martin</li> <li>7658 ● LAGE Gregory</li> <li>7727 ◆ EUBANKS Richard</li> </ul>	00 0 00 3 661-256-4619 +6 00 3 00 3 00 3 00 3 00 3
		X 77TH ST V	
		<ul> <li>7835 MCCLELLAND David</li> <li>7852 KNAPP James</li> <li>7900 BOYD Kyle</li> <li>7901 DURKOS John</li> <li>7980 TRONCALE Craig</li> <li>7981 SHATTUCK William</li> </ul>	00 661-256-3078 +6 00 2 00 +6 00 00 3
		★ 0 BUS 21 RES	3 NEW

2007 SOURCE: HAINES	CATHY AVENUE	2007 SOURCE: HAINES	CYPRESS AVENUE
CATHY AVE 93560 ROSAMOND		CYPRESS AV ROSAMOND	E 93560
WEALTH CODE 2		WEALTH C	ODE 2
X 60TH ST W 7943 TANNER Ron 661- ★ 0 BUS 1 RES	256-4369 4 0 NEW	6584 • FRANK Fred X 67TH S 7034 • GARTON Randal 7096 • BELLVILLE J T	
	J	X 72ND S 7175 + CABRERA George + * SUNDALE MUTI WATER CO 7231 • CABRERA George 7346 • RIDEOUT Neal	L 661-256-3723 2 IAL 661-256-2620 5
		<ul> <li>7417 • NEMANI Daruish</li> <li>7472 NASH Michael</li> <li>7523 • KOETT Cassandra</li> <li>7528 • AQENENNI Mena</li> <li>7661 • ORANTES Sonia</li> <li>7904 BRANDTS Linda</li> <li>7957 • KAISER Anthony</li> </ul>	00 5 661-256-0701 +6 661-256-2113 +6
		1 BUS 13 RE	

. . . .

2007 SOURCE: HAINES	DINKEY AVENUE	2007 SOURCE: HAIN	ES	DOGWOOD AVE	INUE
DINKEY AVE 93560 ROSAI			OGWOOD AV DSAMOND	E 93560	
WEALTH CO	DDE 2		WEALTH COL	DE 2	
7956 + NICHOLS Clayton		6710 6717	XXXX	661-256- 7661 OO	+6
🕈 0 BUS 2 RE	S 1 NEW	X			
		6925 7148	XXXX     CAPPS Devin	00 661-256- 8515	+6
		1000000000	72ND ST	A REAL PROPERTY AND A REAL	
		7274	HENRY Mark • QUANTZ Dallas • BORG David	661-256- 1571 OO 661-256- 0565	
		7460 7539	LEWIS Mark     WRIGHT Larry     REYNOLDS Thomas	661-256-1388	5
			SCOTT Randall     HUNT Vernon R	00	0
		7850 7914	<ul> <li>HUNT Vernon R</li> <li>MARTIN Dale</li> <li>BARRY Steven</li> <li>BEASLEY Joseph</li> </ul>	00 661-256- 1052	0 4 8
		X	80TH ST	W	
		<b>★</b> 0	BUS 15 RES	2 NEW	/



2007 SOURCE: HAIN	IES	GASKELL ROA	D - B	2007 SOURCE
7551	<ul> <li>POTTS Dairold</li> <li>NUNNENKAMP Alan</li> <li>SCHNARRENBERGE Carl</li> </ul>		+6 1 2	F
7916	JENKINS Greg	661-256-1085	5	
X				5
12922 14999	<ul> <li>HARTER Scott COFFMAN Toni</li> <li>SEATON Claudia</li> <li>DARNELL Byron</li> <li>VERGOAN John</li> </ul>	661-256-2736 661-256-1254	2	5
Х	155TH ST	W		6
	RYNEAL Mark	0.576	4	
X NO #	170TH ST BEERY John W		1	6
	BUS 21 RES			Ŭ
				6
				6
				6 6 6 6
				7
				12 12

#### OURCE: HAINES HOLIDAY AVE 93560 ROSAMOND WEALTH CODE 2 5717 o CHRISTIANSEN 661-256-4130 Roger K 58TH ST W Х 5933 • EASLER Walter 661-256-2311 2 Х 60TH ST W 6055 +B MARTINEZ David S 661-256-9272 1 61ST ST W Х 6108 • CZUZAK Christian 00 0 661-256-7147 +6 6173 WU Joe 661-256-0619 6175 MORGA Venancio Х 62ND ST W 661-256-1124 6275 o TERVORT Allan D 8 HARRIS AVE Х 6489 GALE Steve 661-256-3764 4 65TH ST W Х 00 0 6500 + RUTE Anthony 661-256-3847 1 6577 MACYS Vincent 661-256-0154 5 ARAIZA Juana 6600 0 00 6601 + SUTTON Gary 67TH ST W X 7720 . KEMBLOWSKI J 661-256-6634 4 661-256-6682 4 KEMBLOWSKI J 661-256-3297 +6 PEREZ Jose 12622 12764 o THOMPKINS Sheree 661-256-1796 3 265TH ST W Х 2 NEW 0 BUS 16 RES

HOLIDAY AVENUE

Street Not Listed

2007 SOURCE: HAINES

ROLAND AVE 93560 ROSAMOND

### WEALTH CODE 2

### X 20TH ST W

1	732	RIKER	Brian F	2	661-256-2518	9
1	798	XXXX			00	
1	836	NIPPE	R Bob		661-256-3497	+6
7	884	XXXX			00	
7	963	<ul> <li>GEIGE</li> </ul>	R Robe	ert	00	3
×	0	BUS	5	RES	1 NEV	V

Report ID: 20170726052 - 8/2/2017 www.erisinfo.com

2007 WEST AVENUE A SOURCE: HAINES	2007 WILLOW AVENUE SOURCE: HAINES
W AVENUE A 93560 ROSAMOND	WILLOW AVE 93560 ROSAMOND
WEALTH CODE 3.2	WEALTH CODE 2
X LAUREL ST	
4308       •WEST Jeromec       00       3         X       40TH ST W       4509       XXX       00         4518       •HARTLEY Mary       00       5         4601       ★ CRITTER SITTERS       661-256-6562       1         4687       XXXX       00       3         X       50TH ST W       00       3         X       50TH ST W       X       557H ST W         5485       SOMMERS Mark       661-256-1356       4         X       55TH ST W       6515       • BALLENGER L O       661-256-2887       1         6600       XXXX       00       6601       4000       3         X       55TH ST W       6515       • BALLENGER L O       661-256-2887       1         6600       XXX       00       661-256-3296       8       6669       • ROSS Carl       00       3         X       67TH ST W       661-256-9200       6865       60RSE Richard       00       4       6923       WRIGHT Clarence       00       3         X       67TH ST W       6789       + HUNT Roy H       661-256-9200       6865       60RSE Richard       00       3         7025       • MILAGER Ronald<	X       57TH ST W         5775       LOKOS William       00       +6         X       60TH ST W         5857       • ALARCON Jaime       00       2         5879       • BUTTERFIELD Rory       00       0         5921       • MCPHERSON Mollie       00       0         5953       • ORANTES Wilfredo       00       +6         6115       • APPLEBY TC       661-256-4350       3         6175       XXXX       00       6219       KING Roger       661-256-3927         6373       XXXX       00       X       65TH ST W         7531       * GUAREGAO Ramiro       661-256-1475       0         7543       • FERGUSON Delmar       00       1         7583       FARFAN Loouie       661-256-6160       +6         7801       • ALEXANDER Jo       00       0         ★       0       BUS       14       RES       3       NEW
7985 • VIELMAN Ana 00 + 6 X 80TH ST W	
8425 ★ TAPIA BROS INC 8491 ★●BELTE Daumants 661-256- 1945 X TEHACHAPI WILLOW SP	
9241 ● FLANAGAN Thomas OO 4 9337 ♣ WEBB Geo 661-256-2615 8	
X 100TH ST W	
X 110TH ST W 9937 ★ O'LOUGHLIN Charles 661-256-3378 0 13451 ★ DIGRIGOLI Jeannette 661-256-6963 + 6 X YORK ST 14147 ★HORTON FARM 661-256-3647 3 ★ 3 BUS 30 RES 3 NEW	Report ID: 20170726052 - 8/2/2017

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2001 SOURCE: HAIN		H STREET WES	5T - A	2001 SOURCE: HAINE	ŝS	60TH STRE
				60TH W		
60TH	W 93560			3301	<ul> <li>SMITH Clarence</li> </ul>	00
				3310	COPELAND George	661-25
RUS	AMOND			3352	RHEA Kevin	661-25
					RHEA Susan	661-25
	WEALTH CODE 1.8			Х	RHYOLI	TE AV
				3424	HITT William	00
				3718	<ul> <li>MAYNARD Joseph</li> </ul>	00
	JANKE Gary	661-256-4964	7	4855	<ul> <li>KONDROTAS Fred</li> </ul>	00
	STABELL Clifford	00	+0	5049	MIDDLETON M A	661-25
774	NEHL Margaret	661-256-2566	6	5081	ARMFIELD Lucille	661-25
040	NEHL Mike	661-256-2566	6		<ul> <li>ROOS Robert J</li> </ul>	661-25
	FRITZ Daniel	00	+0	5109	HEFLIN Richard	00
908	* CALDARA BOB	661-256-8133	7	5138	STEFFENS Chas G	661-25
	TRUCKING	00	+0		KOFAHL James	00
V	CALDARA Charles	00	+0	5301	HOUSTON Nathan	661-25
X	ELDER AV			5341	NEAL Virgle	661-25
X	CATHY				•KOFAHL Jas	661-25
X	WILLOW A	/		5419	JACKSON Alfred	661-25
1264		661-256-9131	5	5415	JACKSON Alfred W	661-25
1338	•CALLAHAN A J	661-256-4859	5		JACKSON Freida	661-25
1401	BOYD John	001-200-4005	+0	5457	LOEHR Larry	001-25
the second of a light of the	APPLEBY Thos N	661-256-3067	4		EASLER Walter	
1682	•HART Barbara	661-256-1283	+0	5933		661-25
TOOL	HART James	661-256-1283	+0	NO #		661-25
2020	ATCHINSON Jas M	661-256-3304	5	*	2 BUS 54 R	ES 20
	ATCHINSON Jill	661-256-3304	5			
2081	GUTIERREZ Ramon	00	+0			
2113	GUTIERREZ Mario	00	+0			
2129	<ul> <li>PERRY Joyce</li> </ul>	00	+0			
	GORE Fred H	661-256-2509	6			
2203	FISHER Clyde	661-256-6576	8			
2217	* NEW LIFE CH OF GOD IN	661-256-9908				
	CHRIST					
2382	<ul> <li>OCALLAGHAN T</li> </ul>	00	+0			
2576	CROFT Raynald	661-256-6078	9			
2640	<ul> <li>WATSON Kathleen A</li> </ul>	661-256-4687	7			
2729	ANDRADE Joe	661-256-2338	7			
	URIBE Moises		+0			
2830	<ul> <li>CASTANON Eliazar</li> </ul>	00	+0			
	AREDONDO Francisco		8			
		661-256-2628	+0			
3265	<ul> <li>ADAMS Rita</li> </ul>					
	<ul> <li>ADAMS Ron</li> </ul>					
	ZALEWSKI Peter		8			
3278	VALENTINE Kevin					
	<ul> <li>VALENTINE Roland</li> </ul>	661-256-4633				

60TH STREET WEST - B

661-256-1458 661-256-7448

661-256-7448

661-256-8533

661-256-3040 661-256-3040

661-256-3369

661-256-1017

661-256-3140

661-256-3592

661-256-4734 661-256-0911

661-256-4734

661-256-2311

661-256-9163

20 NEW

93560 CONT.

9

9

+0

+0

+0

5

+0

7

+0

9

3

6

+0

+0

6

71ST W 93560

ROSAMOND

### 65TH W 93560 ROSAMOND

#### WEALTH CODE 1.3

1788	ALLETTO Tracy L	661-256-7564	+0
	OTTE Richard	00	+0
1801	MCGRAW Carol	00	+0
	PETERSON Clarence T	661-256-2877	
1827	O'Conner Deborah	661-256-9363	7
	O'Conner Rod	661-256-9363	7
1857	WRIGHT Gary	661-256-4708	8
1967	<ul> <li>ALLEN Andrea</li> </ul>	661-256-0331	7
	ALLEN Mike	661-256-0331	7
2053	<ul> <li>STEWART James</li> </ul>	00	+0
2075	XXXX	00	
2076	BLIGHT Albert	661-256-6290	+0
2147	<ul> <li>SHUMAN Thomas</li> </ul>	00	+0
2223	CASHBAUGH Jon	00	+0
2435	ILES John C	661-256-3188	7
2774	<ul> <li>ZEOK Gerald</li> </ul>	00	+0
2918	WILLIAMS John	00	+0
2944	POWELL Charles	661-256-6721	+0
4669	<ul> <li>DEATON Larry</li> </ul>	00	+0
5294	GALLAGHER Edward	661-256-8647	8
	LOPEZ Diana	00	+0
5352	<ul> <li>DUMIN Michael</li> </ul>	00	+0
5456	<ul> <li>SMITH Gordon L</li> </ul>	661-256-3343	6
*	0 BUS 23 RES	13 NEW	

1101	TAPIA Primo	00	
1155	EYLER Celia	661-256-4803	
	DEEDICOTH DI US	CC1 055 7755	

- \* REFRIGRTN PLUS 2 RES 1 BUS \*
- +0 9 9 661-256-7755 1 NEW

80TH W 93560

ROSAMOND

### 78TH W 93560 ROSAMOND

WEALTH CODE 2.0

3126	ALVISO Milto	on R	661-256-3356	2
*	0 BUS	1 RES	0 NEW	

WEALTH CODE 1.0

346	EUBANKS Rebe	ecca	661-256-7970	8
736	<b>VANNORMAN R</b>	lodney	00	+0
1528	TAYLOR Char		661-256-3800	8
	TAYLOR Tom		661-256-3800	8
1818	XXXX		00	
2470	EPPS Mark		00	+0
2845	CASE Richard		661-256-4144	6
3709	* SADDLEBACK		661-256-9044	9
	BROADCASTIN	G INC		
NO #	LANCASTER Be	etty J	661-256-2133	
NO #	LANCASTER RU	uss Sr	661-256-2133	
*	1 BUS	9 RES	2 NEW	

Street Not Listed

### 90TH W 93560 ROSAMOND

2001 SOURCE: HAINES

#### WEALTH CODE 1.8

115	MULLINS Dea	ana	661-256-6687	4
	MULLINS Ver		661-256-6687	4
211	•WHEELER M	att	00	+0
251	CAIN Fay		00	+0
470	GODDE Jerry	( )	661-256-2177	1
1405	• ADAMS G		661-256-1352	9
3546	<ul> <li>CAPUTO Guy</li> </ul>	/	00	+0
3972	•TIPTON Vern	a	661-256-2621	8
*	0 BUS	8 RES	3 NEW	

Report ID: 20170726052 - 8/2/2017 www.erisinfo.com

#### BIRCH AVENUE

#### CATHY AVENUE

6

### BIRCH AV 93560 ROSAMOND

#### WEALTH CODE 2.0

6532	HOFFMAN J	ohn		00	+0
6578	CABRERA A	ngel		661-256-3655	
6643	<ul> <li>NEELY Victor</li> </ul>	r		00	+0
6768	•SPRINGER	Darryl		00	+0
6984	<ul> <li>STACY Scott</li> </ul>			00	6
7148	PIZARRO Eu	gene		00	+0
7321	FRAPPIED B	ruce		00	+0
7409	ERVIN Bill			661-256-6310	
*	0 BUS	8	RES	5 NEW	

#### 2001 SOURCE: HAINES

### CATHY AV (96) 93560 ROSAMOND

#### WEALTH CODE 2.0

5769	MADDREN H		661-256-7673	
*	0 BUS	1 RES	0 NEW	

# DINKEY AV (92) 93560 ROSAMOND

### Street Not Listed

### WEALTH CODE 2.0

7665	VELASCO Ronda L	661-256-7188	+0
7956	NICHOLS Clayton	661-256-1959	
	NICLICICAL		

NICHOLS Maria 0 BUS 3 RES \*

661-256-1959

1 NEW

#### ELDER AVENUE

### DOGWOOD AV (91) 93560 ROSAMOND

#### WEALTH CODE 2.0

7274	HENRY Diane		661-256-1571	8
	HENRY Mark		661-256-1571	8
7334	<ul> <li>BORG David</li> </ul>		661-256-0565	3
7410	LEWIS Debbie		661-256-6356	
	LEWIS Mark		661-256-6356	
7539	REYNOLDS Lind	а	661-256-3126	
	• REYNOLDS Tho	mas	661-256-3126	
7601	WILLIAMS Gerale	d	00	+0
7665	<ul> <li>SCOTT Randall</li> </ul>		00	+0
7770	HUNT Vernon R		661-256-1230	1
7850	<ul> <li>MARTIN Dale</li> </ul>		00	+0
7915	BEASLEY Joseph	h	661-256-8912	8
	BEASLEY Joseph	hN	661-256-8922	8
*	0 BUS	13 RES	3 NEW	

### ELDER AV (92) 93560 ROSAMOND

### WEALTH CODE 2.0

7524	•THOLEN Na	ncy E	661-256-1873	+0
7780	PONSEN All	en	661-256-4632	+0
*	0 BUS	2 RES	2 NEW	

#### GASKELL ROAD

#### HOLIDAY AVENUE

### GASKELL RD 93560 ROSAMOND

#### WEALTH CODE 1.6

5854	HERRERA Jesus	00	+0
6520	HORVATIN Richard	00	+0
6542	CAPILLA Santos	00	+0
6720	FARMER Constance	00	+0
	<b>RICHARDSON Harry H</b>	661-256-8355	7
7137	TAPIA George	00	+0
7466	JACKSON Robert	00	+0
7551	<ul> <li>NUNNENKAMP Alan</li> </ul>	00	+0
8445	XXXX	00	
10983	CLEMENTS George	00	+0
11985	ALLISON Paul	00	+0
12882	<ul> <li>COFFMAN Leonard</li> </ul>	661-256-6743	7
15310	XXXX	00	
15374	<ul> <li>LAROCCA Charles</li> </ul>	00	+0
15392	XXXX	00	
16071	HALEY Brenda	661-256-0559	
	HALEY Jim	661-256-0559	
	WILLOW Springs Farming	661-256-0559	5
NO #	DAVIS Jack	661-256-4195	
*	0 BUS 19 RES	10 NEW	

### HOLIDAY AV 93560 ROSAMOND

2001 SOURCE: HAINES

#### WEALTH CODE 2.0

5717	CHRISTIANSEN	Roger K	661-256-4130	5
5757	<ul> <li>LOGAN Doris</li> </ul>	nogern	001-230-4130	+0
5807	•KLOPFENSTEIN	F	00	+0
0007	MENAGE Doroth		661-256-7984	+0
5830	<ul> <li>FREEMAN Jenni</li> </ul>		00	+0
X	67TH	and the second se	00	10
		vv	00	10
5933	EASLER Walter		00	+0
6055	MARTINEZ David		00	+0
6108	CZUZAK Christia	n	00	+0
6173	GOSLIN Jack		00	+0
6175	MORGA Venanci		661-256-0619	1
X	HARR	IS		
6225	<ul> <li>SLADE Robert</li> </ul>		00	+0
X	61ST \	N		
6275	TERVORT Allan I	D	661-256-1124	8
6276	XXXX		00	
Х	60TH	W		
6456	<ul> <li>CALDERON Luis</li> </ul>		00	+0
6489	XXXX		00	
X	55TH	W		
6500	<ul> <li>RUTE Anthony</li> </ul>		00	+0
6577	MACYS Vincent		00	+0
6600	<ul> <li>HOLLEN Myrna</li> </ul>		661-256-1431	9
6601	<ul> <li>SUTTON Gary</li> </ul>		00	+0
6727	PRYOR Brian		00	+0
12622	PEREZ Telesforo	)	661-256-7825	9
12764	IARUSSI Armand	lo	00	+0
13464	XXXX		00	
13484	FALVO Jay		661-256-4784	9
*	0 BUS	24 RES	15 NEW	

2001 SOURCE: HAINES	LA LINDA LANE	2001 SOURCE: HAIN	IES			NUE
	•			· ·	3560	
Street Not Listed		1732	RIKER Brian F	7	661-256-2518	9
		1798	* NORRIS ENG	iLE	661-256-0346	4
		NO #	•GEIGER Wes 1 BUS	ley R 2 RES	661-256-9631 1 NEW	+0

**WILLOW AV 93560** 

WEALTH CODE 1.3

ROSAMOND

### **AVENUE A 93560** ROSAMOND

WEALTH CODE 4.0

Х	40TH W		
4307	XXXX	00	
4509	•WILSON S	661-256-1319	1
4521	XXXX	00	
4531	XXXX	00	
4687	CHRISTOPHERSEN	661-256-1292	+0
	Howard E		
6600	XXXX	00	
6601	POSCA Teresa	661-256-3296	8
6669	<ul> <li>ROSS Barney</li> </ul>	661-256-4462	7
6789	<ul> <li>HUNT Roy H</li> </ul>	661-256-9200	
6865	<ul> <li>JOHNSON Sam</li> </ul>	00	+0
6923	DEBOE Debra	661-256-3172	+0
	<ul> <li>WRIGHT Clarence</li> </ul>	00	+0
6947	<ul> <li>WEAVER Richard</li> </ul>	00	+0
	<ul> <li>MILLAGER Ronald</li> </ul>	00	+0
7139	MUENSTER Paul R	661-256-1530	+0
	<ul> <li>MUNCIE Carl</li> </ul>	00	+0
	INGRAHAM Zack	00	+0
7477	<ul> <li>OLSEN Darrell</li> </ul>	00	+0
7523	HARRIS Tim	661-256-3529	
7601	XXXX	00	
	<ul> <li>MILTNER Judi</li> </ul>	661-256-3573	
	<ul> <li>MILTNER Scott</li> </ul>	661-256-3573	
	CAMP F	00	+0
7855	<ul> <li>MCGLOTHEN Jerry</li> </ul>	00	+0
7985	XXXX	00	
	* TAPIA BROS INC	661-256-4401	3
	<ul> <li>BELTE Daumants</li> </ul>	661-256-1945	3
	<ul> <li>CARRUTHERS Percy</li> </ul>	00	+0
	<ul> <li>YOUNG Lewis</li> </ul>	00	+0
9241	XXXX	00	
9337	WEBB Geo	661-256-2615	8
9937	0		+0
NO #	CERROS Jose	661-256-6357	
NO #	MCELFISH James	661-256-4739	7
*	1 BUS 33 RES	15 NEW	

5879	•BUTTERFIELD R	lory	00	+0
5921	MCPHERSON Ju		00	+0
X	60TH	W		
6175	<ul> <li>TORREZ Roy</li> </ul>		00	+0
6219	KING Roger		661-256-3927	
7531	<b>GUARDADO</b> Jair	ne	661-256-6139	+0
	<b>GUAREGAO</b> Rar	niro	661-256-1475	+0
*	0 BUS	6 RES	5 NEW	

60TH W 93560

WEALTH CODE 1.1

ROSAMOND

### 65TH W 93560 ROSAMOND

1996 SOURCE: HAINES

#### WEALTH CODE 1.0

572		256-4590 4
	<ul> <li>STABELL Joy</li> </ul>	256-4590
774	NEHL Margaret	256-2566 + <b>6</b>
	NEHL Mike	256-2566 + <b>6</b>
	NEHL S	256-2698 +6
1264	MELTON Russell	256-9131 5
1338	CALLAHAN A J	256-4859 5
1525	MELTON Russell CALLAHAN A J APPLEBY Thos N ATCHINSON Jas M	256-3067 4
2020	ATCHINSON Jas M	256-3304 5
	ATCHINSON JIII	256-3304
		256-2509 +6
	<b>*NEW LIFE CHURCH</b>	256-9908 8
	XXXX	00
2608	XXXX	00
2830	HOGAN Robert ADAMS Rita ADAMS Ron VALENTINE Kevin	256-3570
3265	ADAMS Rita	256-6102
	ADAMS Ron	256-6102
3278	VALENTINE Kevin	256-4633
	VALENTINE Roland	256-4633
	COPELAND George	
3352	XXXX	00
5049	MIDDLETON M A ARMFIELD Lucille	256-8533 5
5081	ARMFIELD Lucille	256-3040
	ROOS Robert J	256-3040
	ROOS Robert J NEAL Virgle KOFAHL Jas JACKSON Alfred	256-3140 3
5395	KOFAHL Jas	256-3592 +6
5419	JACKSON Alfred	256-4734
	JACKSON Freida	256-4734
5933	EASLER Walter	256-2311 +6
NO #	ANDRADE Gloria	256-9163 0
		256-2338
	COLLINS Wilton D	
NO #	CRIBBS B R	256-4468
NO #	ILES John C	256-3188
NO #	JANKE Gary	256-4964 7
NO #	ROBERSON Ewing M	256-4166
NO #	STEFFENS Chas G	256-3369
,	1 BUS 36 RES	6 NEW

775	MARTINEZ Robert	00	+6
1801	PETERSON Clarence T	256-2877	9
1827	OCONNER Deborah	256-9363	
	OCONNER Rod	256-9363	
2075	XXXX	00	
2147	LIBATIQUE Jesse C	256-7641	5
	LIBATIQUE R C	256-2755	3
2223	XXXX	00	
2774	<ul> <li>ZEOK Gerald</li> </ul>	00	
2918	<ul> <li>DRESCHER Dennis</li> </ul>	256-8968	
	<ul> <li>DRESCHER Jo Anna</li> </ul>	256-8968	
5456	SMITH Gordon L	256-3343	+6
NO #	WRIGHT Gary M	256-4708	
,	0 BUS 13 RES	2 NEW	

Report ID: 20170726052 - 8/2/2017 www.erisinfo.com

1996 source: haines	71ST STREET WEST	1996 SOURCE: HAINI	ES		78TH STREET WE	EST
			1 W 9356 AMOND		•	
Street No	ot Listed		WEALTH COL	DE 1.5		
		2389 3126	HOLLIS Gary ALVISO Craig 0 BUS	2 RES	256-3050 256-6238 0 NEW	3

1996 SOURCE: HAINES	80TH STREET WEST - A	<b>1996</b> source: haines	80TH STREET WEST - B
80TH W 93560 ROSAMOND	•	80TH W NO # TAYLOR Tom * 0 BUS	93560 CONT 256-3800 6 RES 1 NEW
736 VANNORMAN Rodne 2845 CASE Richard NO # LANCASTER Betty & NO # LANCASTER Russ S NO # TAYLOR Char	256-4144 + <b>6</b> 256-2133		

### 90TH W 93560 ROSAMOND

**1996** *SOURCE: HAINES* 

### Street Not Listed

### WEALTH CODE 1.0

115	. MULLINS D	eana	256-6687	4
	. MULLINS V	ernon	256-6687	
251	XXXX		00	
470	GODDE Jer	ry	256-2177	1
NO #	AREDONDO	Francisco	256-3398	9
*	0 BUS	5 RES	0 NEW	

1996 SOURCE: HAINES	BIRCH AVENUE	1996 CATHY AVENUE
BIRCH AV 93560 ROSAMOND	•	+CATHY AV (96) 93560 ROSAMOND
WEALTH CODE 1.0		5769 MADDREN H 256-7673 +6 * 0 BUS 1 RES 1 NEW
6578 CABRERA Angel	256-3655	
6643 NEELY Victor	00	
6768 SPENCER Carl	256-4486	
SPENCER Carol	256-4486	
6984 STACY Scott	00 +6	
7148 • PIZARRO Eugene	00	
7409 • ERVIN Bill	256-6310 0	
7900   HAIST Chris	256-0632 1	
7980 TRONCALE Craig	00 5	
★ 0 BUS 9 RES	1 NEW	

1996 CYPRESS AVENUE source: HAINES	<b>1996</b> source: haines	DINKEY AVENUE
	DINKEY AV (92) 93 ROSAMOND	3560
Street Not Listed	WEALTH CODE 1.0	
	7956 NICHOLS Clayton NICHOLS Maria ★ 0 BUS 2 RES	256-1959 256-1959 0 NEW

1996 SOURCE: HAIN	IES	D		JE	1996 SOURCE: HAI	NES
			) 93560		ELD	
	WEALTH C	ODE 1.0				
7334 7410	· LEWIS Mark	bie	256-0565 256-6356 256-6356	3	7524 7930	• C • H
7539 7770 7850	REYNOLDS     REYNOLDS     HUNT Verno     XXXX     0 BUS	Thomas	256-3126 256-3126 256-1230 00 0 NEW	1	7968 *	• 8

ELDER AVENUE

### ELDER AV (92) 93560 ROSAMOND

#### WEALTH CODE 2.0

7524 CRYE James	A	256-6235	2
7930 • HERNANDEZ	Tony	00	
7968 • BARTZ Jere		00	5
* 0 BUS	3 RES	0 NEW	

#### GASKELL ROAD

#### HOLIDAY AVENUE

### GASKELL RD 93560 ROSAMOND

#### WEALTH CODE 1.4

6520	HORVATIN Ric	hard	00	5	
7137	TAPIA George		00	5	
7531	• WARNER Inga		00		
	LAMOORE Dor	nna	256-6214	5	
	LAMOORE Ric	hard	256-6214		
10983	CLEMENTS Ge	orge	00		
	LANGON T L		256-8280	5	
15392	LAROCCA Cha	rles	256-1004	+6	
16071	<b>*HALEY BREND</b>	A	256-0559	5	
	<b>*HALEY JIM</b>		256-0559		
	<b>*JAPAN PRODO</b>	E AM INC	256-8813	+6	
	<b>* WILLOW SPRM</b>	IGS FRMNG	256-0559	5	
17867	ECHKART Lyle	R	256-3196	1	
19069	BIGELOW Geo		00	5	
NO #	DAVIS Jack		256-4195	7	
NO #	RICHARDSON	Harry H	256-8355	4	
	<b>ROBLES Maria</b>		256-3843	3	
,	4 BUS	13 RES	2 NEW		

### HOLIDAY AV 93560 ROSAMOND

1996 SOURCE: HAINES

#### WEALTH CODE 2.0

5717	CHRISTIANSEN Roger	256-4130	5
6108	XXXX	00	
6173	<ul> <li>GOSLIN Jack</li> </ul>	00	+6
6175	MORGA Venancio	256-0619	1
6225	SLADE Robert	00	
6275	<ul> <li>JIMENEZ Salvador</li> </ul>	00	
6276	XXXX	00	
6489	XXXX	00	
6577	<ul> <li>LOFGREN Gary</li> </ul>	00	5
7650	DOBROWOLSKY Carmin	256-4263	+6
1000	DOBROWOLSKY David	256-4263	+6
12622	IARUSSI Armando	256-0938	3
13464	ROBERTSON Bruce	256-4587	+6
13484	FALVO Jay	256-4784	+6
10404	* 0 BUS 14 RES	5 NEW	

Street Not Listed

1996 SOURCE: HAINES

ROLAND AV (92) 93560 ROSAMOND

WEALTH CODE 2.0

1798	*NORRIS	ENGLE TRCKNG	256-0346	4
*	1 BUS	0 RES	0 NEW	

### AVENUE A 93560 ROSAMOND

#### WEALTH CODE 1.0

4307	XXXX		00	
4509	WILSON S		00 256-1319 00	1
	XXXX		00	-
4531	XXXX		00	
4687	CHRISTOPHERS			5
6515	MCDANIELS Gra • RAMIREZ Ross		00	+6
6600	XXXX		00	
6601	<b>*POSCA DENTAL</b>	PRDCTS	256-7883	+6
	<b>ROSS Barney</b>		256-4462	8
	HUNT Roy H		256-4462 256-9200 00	8
6865	XXXX		00	
6947	<b>*</b> SELECT HORSE	CARE	256-0561	9
	HARRIS Tim		256-3529	
7601	XXXX		00	
7635	XXXX MILTNER Judi MILTNER Scott TAPIA Charles TAPIA Charles BELTE Daumants YANDELL Jule YANDELL Mabel		256-3573	
	MILTNER Scott		256-3573	
8425	<b>TAPIA</b> Charles		256-4401	3
	<b>TAPIA</b> Charles		256-7714	5
8491	BELTE Daumants	3	256-1945	3
9241	YANDELL Jule		256-4280	4
	YANDELL Mabel		256-4280	
NU #	CARRUTHERS P	ercy	256-3108	
NO #	CARRUTHERS S	heila	256-3108	
	<b>CERROS</b> Jose		256-6357	0
NO #	MCELFISH Jame			
NO #	WEBB Geo		256-2615	
*	2 BUS 2	5 RES	3 NEW	

### WILLOW AV (88) 93560 ROSAMOND

### WEALTH CODE 1.6

5879	<b>KLINE</b> Walter	R	256-3726	1
6219	<b>KING Roger</b>		256-3927	8
*	0 BUS	2 RES	0 NEW	

2217	<b>*NEW LIFE CHURCH</b>	256-9908	8
2608	MELTON Russell	256-9131 -	+1
2830	HOGAN Robert	256-3570	6
2866	MARTINEZ John	256-4267	7
3265	ADAMS Rita	256-6102	
	ADAMS Ron	256-6102	
3310	COPELAND George	256-1458	0
5081	ARMFIELD Lucille	256-3040	
	ROOS Robert J	256-3040	
5419	JACKSON Alfred	256-4734	
	JACKSON Freida	256-4734	
5457	COPELAND George ARMFIELD Lucille ROOS Robert J JACKSON Alfred JACKSON Freida LOEHR Betty LOEHR Larry	256-0244	0
	LOEHR Larry	256-0244	
NO #	ANDRADE Gloria	256-9163	0
NO #	ANDRADE Joe	256-2338	
NO #	ATCHINSON Jas M	256-3304	
NO #	ATCHINSON Jill	256-3304	
NO #	CHRISTIANSON R K	256-4130	
NO #	COLLINS Wilton D	256-2257	
NO #		256-4468	6
NO #	CRIBBS B R EASLER Walter GOREE Fred H	256-2311	
NO #	GOREE Fred H	256-2509	
NO #	GOREE Ola M	256-2509	
NO #	GUTIERREZ Ramon	256-3306	
NO #	ILES John C JANKE Gary	256-3188	
NO #	JANKE Gary	256-4964	7
NO #	KOFAHL Jas	256-3592	
NO #		256-4201	
NO #		256-3140	9
NO #	NEHL Margaret	256-2566	
NO #	NEHL Mike	256-2566	
NO #	ROBERSON Ewing M	256-4166	
NO #		256-3369	
NO #	VALENTINE Kevin	256-4633	

NO # VALENTINE Roland NO # \* WILKINSON VALLEY 2 BUS

..60TH W

\*

	93560 CONT
oland	256-4633
ALLEY	256-2783
<b>34 RES</b>	1 NEW

### 65TH W 93560 ROSAMOND

1801	PETERSON Clarence T	256-2877	9
1827	OCONNER Deborah	256-9363	9
	OCONNER Rod	256-9363	
1857	XXXX	00	~
2075	ROCKY D	256-9422	0
2918	YOSHIMOTO Gabel	256-7107	0
NO #	SMITH Gordon L	256-3343	
NO #	WRIGHT Gary M	256-4708	5
*	0 BUS 8 RES	0 NEW	

Street Not Listed

1991 78TH STREET WEST source: HAINES	1991 source: haines	80TH STREET WEST
	80TH W 93560 ROSAMOND	
Street Not Listed	NO # COX Larry W NO # TAYLOR Char NO # TAYLOR Tom * 0 BUS 3	256-3394 7 256-3800 256-3800 RES 0 NEW

### Street Not Listed

1991 SOURCE: HAINES		
90TH \	W	93560
ROSA	M	OND

470	GODDE Jer	ry	256-2177	+1
NO #	AREDONDO	Francisco	256-3398	9
NO #	<b>BLAIR</b> Paul		824-2169	8
NO #	CAIN F		256-3364	8
NO #	PIOUS Ray	mond D	256-3598	4
*	0 BUS	5 RES	1 NEW	

### 1991 SOURCE: HAINES BIRCH AV (83) 93560 ROSAMOND

6578	CABRERA A	ngel	256-3655	6
6768	SPENCER C	arl	256-4486	8
	SPENCER C	arol	256-4486	
7409	ERVIN Bill		256-6310	0
7412	ORBECK E	A	256-9107	9
7900	HAIST Chris		256-0632	+1
*	0 BUS	6 RES	1 NEW	

### Street Not Listed

Page: 66

### Street Not Listed

### Street Not Listed

1991	
SOURCE: HAINES	

DOGWOOD AVENUE

**1991** *SOURCE: HAINES* 

### + DOGWOOD AV (91) 93560 ROSAMOND

7770	HUNT Verno	on R	256-1230	+1
7850	MARTIN Da	le G	256-2468	+1
*	0 BUS	2 RES	2 NEW	

### Street Not Listed

#### GASKELL ROAD

#### HOLIDAY DRIVE

GASKELL	RD	93560
ROSAMON	ND	

6542	TORREZ Santo C		256-6134	+1
14410	KNIGHT E		256-2932	9
17867	ECHKART L	yle R	256-3196	+1
NO #	BEERY John	n W	256-2906	8
NO #			256-2105	
NO #	DAVIS Jack		256-4195	7
NO #	DIAZ Felix		256-3843	5
NO #	SANCHEZ Maria		256-3626	2
NO #	<b>TAPIA Chas</b>		256-4401	3
NO #	TAPIA E		256-9407	8
*	0 BUS	<b>10 RES</b>	2 NEW	

1991 source: hain	ES		HOLIDAY DF	RIVE
	IDAY D AMONI	R 9356	0	
6055	XXXX		00	
6108	BUNCH Geo		256-3748	8
6118	MASON Orv	ille W	256-3770	8
6173	GORDON Pa	atricia	256-2127	9
	GORDON R	ashawn	256-2127	
6175	MORGA Ber	nacio	256-0619	+1
6225	SLADE Robe	ert L	256-9310	0
6275	JONES Pete	1	256-3704	
	JONES Step	hanie	256-3704	
6276	XXXX		00	
6489	PENLAND M	ichael O	256-9618	+1
	PENLAND TO	odd	256-9618	+1
6727	HUEBNER E	d	256-4083	
	HUEBNER M	larie	256-4083	0
*	0 BUS	16 RES	5 NEW	

# Street Not Listed

# Street Not Listed

#### AVENUE A 93560 ROSAMOND

+1 9 7
+1 9
9
7
3
8
8
9
8
+1
+1+1
0
8
0
0
5
5
5 0

#### WILLOW AV (88) 93560 ROSAMOND

5879	KLINE Walter R		256-3726	+1
6065	APPLEBY Thos N		256-3067	8
6219	KING Roger		256-3927	8
*	0 BUS	3 RES	1 NEW	

#### 60TH STREET WEST

#### 60TH W 93560 ROSAMOND

2080	ENGELMAN PAUL A	256-2141 4
2201	CODEC EDED H	256-2509
	GOREE OLA M HOGAN ROBERT NAB RANDY NAB SHARON ARMFIELD LUCILLE	256-2509
2830	HOGAN ROBERT	256-3570 +6
5049	NAB RANDY	256-4111
	NAB SHARON	256-4111 1
5081	ARMFIELD LUCILLE	256-3040 0
	ROOS ROBERT J	256-3040 0
5109	XXXX	00
5267	XXXX	00
5419	JACKSON ALFRED JACKSON FREIDA	256-4734 +6
	JACKSON FREIDA	256-4734 +6
5457	STEWART HAROLD	256-2331 +6
NO #	ANDRADE JOE APPLEBY THOS N ATCHINSON JAS M	256-2338
NO #	APPLEBY THOS N	256-3067
NO #	ATCHINSON JAS M	256-3304 +6
NO #		256-3304 +6
NO #	CHRISTIANSON R K	256-4130 8
NO #	COLLINS WILTON D	256-2257
NO #	CHRISTIANSON R K COLLINS WILTON D CRAGG WM E CRIBBS B R	256-2581 5
NO #	CRIBBS B R	256-4468 +6
NO #	EASLER WALTER	256-2311
NO #	CRIBBS B R EASLER WALTER GUTIERREZ CATHY	256-4297 2
	GUTIERREZ MARIO	256-4297
NO #	GUTIERREZ RAMON	256-3306
NO #	ILES JOHN C	256-3188
NO #	KOFAHL JAS	256-3592
NO #	KRECHNYAK JOE	256-4201
NO #	LOGAN SHEARL R	256-3191 +6
NO #	NEAL VIRGLE	256-3140 7
NO #	ILES JOHN C KOFAHL JAS KRECHNYAK JOE LOGAN SHEARL R NEAL VIRGLE NEHL CHELLIE NEHL MIKE	256-2624 +6
NO #		
NO #	RITCHIE RAYMOND JR	256-2054 5
NO #		256-4166
NO #	STEFFENS CHAS G	256-3369
NO #	URIBE MOISES	256-4780 +6
NO #	VALENTINE KEVIN	256-4633 +6
NO #	VALENTINE ROLAND	256-4633 +6
NO #		256-2783
NO #		256-4708 5
*	1 BUS 39 RES	12 NEW

#### 1986 SOURCE: HAINES

#### 65TH W 93560 ROSAMOND

1827	PETERSON	CLARENCE T	256-2877	5
1857	CORRICK P	ADJUSTING	256-4705	_
NO #		SS LEONARD	256-3701	
NO #	SMITH GOR	DON L	256-3343	
*	1 BUS	3 RES	2 NEW	

1.1

**65TH STREET WEST** 

Street Not Listed

## Street Not Listed

80TH STREET WEST

**1986** *SOURCE: HAINES* 

# 80TH W 93560 ROSAMOND

NO #	DAVIS D G		256-2798	
NO #	LANCASTE	R BETTY J	256-2133	
NO #	LANCESTER		256-2133	
NO #	MENDEZ HE	RMINIO	256-3154	0
NO #	NEWSOME	JULIE	256-3342	
NO #	NEWSOME	LESTER R	256-3342	1
NO #	TAYLOR CH	AR	256-3800	4
NO #	TAYLOR TO	M	256-3800	
*	0 BUS	8 RES	0 NEW	
				,

#### **1986** source: haines

#### 90TH STREET WEST

# 90TH W 93560 ROSAMOND

NO #	AREDONDO FRANCISCO	256-3398 +6
NO #	GODDE JERRY	256-2177
NO #	LAST CHANCE THE	256-3060 8
NO #	MIDDLE BUTTES LMTD	256-2686 +6
NO #	MORENO MICHAEL P	256-2758 2
NO #	PIOUS RAYMOND D	256-3598 4
NO #	THE LAST CHANCE	256-3060 8
*	3 BUS 4 RES	2 NEW

1986 source: haine	s	BIRCH AVE	NUE
	H AV 9 AMOND		
6578 6768	CABRERA A LEWIS WM 0 BUS	256-3655 256-2091 1 NEW	+ <b>6</b> 3

### Street Not Listed

### Street Not Listed

#### Street Not Listed

### Street Not Listed

Street Not Listed

ELDER AVENUE

GASKELL ROAD

#### GASKELL RD 93560 ROSAMOND

**1986** SOURCE: HAINES

7531	BEERY RAY		256-3549	0
NO #	CORSON JOE		256-2105	
NO #	DIAZ FELIX		256-3843	5
NO #	ECKHART LYLE	R	256-3196	0
NO #	GONSALVES ED	WARD	256-4407	+6
NO #	GONSALVES PH	YLLIS	256-4407	+6
NO #	MCGINNIS JED		256-4678	5
NO #	MOSQUEDA MAI	RTIN	256-4864	+6
NO #	PEARSON HOW	ARDL	256-4863	+6
NO #	SANCHEZ MARIA	A	256-3626	2
NO #	TAPIA CHAS		256-4401	3
NO #	TAPIA GILBERT		256-2353	3
NO #	TAPIA GILBERT	MRS	256-2353	
NO #	WEATHERMAN A	NNA	256-4470	+6
NO #	WEATHERMAN J	ERRY	256-4470	+6
*	0 BUS 1	5 RES	6 NEW	

#### Street Not Listed

### Street Not Listed

#### AVENUE A 93560 ROSAMOND

**1986** *SOURCE: HAINES* 

Street	Not	Listed
--------	-----	--------

6600	POSCA ALEX	(	256-3296	3
7635	MILTNER JUI	DI	256-3573	+6
	MILTNER SC	OTT	256-3573	+6
NO #	CARRUTHER	S PERCY	256-3108	
NO #	CARRUTHER	S SHEILA	256-3108	4
NO #	OGDEN MEL		256-3953	3
NO #	WEBB GEO		256-2615	
NO #	YANDELL JU	LE	256-4280	4
*	0 BUS	8 RES	2 NEW	

#### WILLOW ROAD

**1981** *SOURCE: HAINES* 

#### WILLOW RD 93560 ROSAMOND

NO #	WINTERS J	к	256-3157	2
NO #	WINTERS BETTY		256-3157	
NO #	YOST WAL	TER V	256-3123	2
*	0 BUS	3 RES	0 NEW	

#### 60TH W 93560 ROSAMOND

5049	NAB RANDY ARMFIELD LUCILLE ROOS ROBERT J HASTY CHARLES	256-4111	+1
5081	ARMFIELD LUCILLE	256-3040	0
	ROOS ROBERT J	256-3040	0
5109	HASTY CHARLES	256-2721	0
5267	BONHOMME MARSHALL G	256-3509	+1
NO #	ANDRADE JOE APPLEBY THOS N	256-2338	
		256-3067	
NO #	CHRISTIANSON ROGER	256-4130	8
NO #	DORTCH MICHAEL J	256-2526	+1
NO #	DORTCH MICHAEL J EASLER WALTER GOREE FRED H GOREE OLA M GUTIERREZ RAMON ILES JOHN C	256-2311	5
NO #	GOREE FRED H	256-2509	4
NO #	GOREE OLA M	256-2509	3
NO #	GUTIERREZ RAMON	256-3306	
NO #	ILES JOHN C KLUTH CLIFFORD KOFAHL JAS KRECHNYAK JOE	256-3188	
NO #	KLUTH CLIFFORD	256-3700	9
NO #	KOFAHL JAS	256-3592	4
NO #	KRECHNYAK JOE	256-4201	6
NO #	MCNEELEY DAVID WM	256-3850	9
NO #	NEAL VIRGLE	256-3140	7
NO #	NEBL MIKE	256-2566	0
NO #	PETERSON CLARENCE	256-2877	
NO #		256-3516	
NO #	ROBERSON EWING M	256-4166	6
NO #	RODARTE JOE	256-3951	7
NO #	SETTLE GLEN	256-2648	
NO #	SIMCOX W B	256-3352	4
NO #	STEFFENS CHAS G	256-3369	
NO #	WATTS BOBBY	256-2802	0
NO #	ROBERSON EWING M RODARTE JOE SETTLE GLEN SIMCOX W B STEFFENS CHAS G WATTS BOBBY WILKINSON VALLEY	256-2783	
*	1 BUS 28 RES	3 NEW	
			,

1981 source: haines		65TH STR	REET WEST
OFTILIA	00500	 	

#### 65TH W 93560 ROSAMOND

NO #	BACON R		256-2100	8
NO #	LAMBRIGH	T RICHARD J	256-4131	+1
NO #	SMITH GOI	RDON L	256-3343	
*	0 BUS	3 RES	1 NEW	

#### Street Not Listed

**1981** *SOURCE: HAINES* 

1981 78TH STREET WEST SOURCE: HAINES	<b>1981</b> source: haines	80TH S	TREET WEST
	80TH W 93	3560 ROSAMOND	
Street Not Listed	NO # KU NO # LA NO # LA NO # ME NO # NE NO # TR	UGLER JACK ANCASTER BETTY J ANCASTER RUSS SR ENDEZ HERMINIO EWSOME L	256-2798 256-2155 256-2133 +1 256-2133 +1 256-3154 0 256-3342 +1 256-2176 3 NEW

#### 90TH W 93560 ROSAMOND

**1981** *SOURCE: HAINES* 

230A	MOONEY GE	0	256-3302		
NO #	GODDE JER	RY	256-2177		
NO #	KALPAKOFF	JACK JR	256-2837	9	
NO #	LAST CHAN	CE THE	256-3060	8	
NO #	SHELTON D	ALE	256-3061	0	
NO #	THE LAST C	HANCE	256-3060	8	
*	2 BUS	4 RES	0 NEW		

#### Street Not Listed

### Street Not Listed

#### Street Not Listed

### Street Not Listed

#### GASKELL RD 93560 ROSAMOND

7531	BEERY RAY	1	256-3549	0
7551	OLDS HOM	ER G	256-3336	3
NO #	ALESSO FA	ARMS SHOP	256-2054	9
NO #	CALANDRI	JOHN	256-2875	+1
NO #	CORSON J	OE	256-2105	4
NO #	DIAZ FELIX		256-3898	0
NO #	DIAZ P		256-3626	0
NO #	ECKHART L	YLE R	256-3196	0
NO #	FLORES JU	JAN	256-3906	0
NO #	GONSALVE	S EDWARD	256-3782	+1
NO #	HARTLEY J	AMES M	256-3201	+1
NO #	MCLAIN WM	٨	256-2694	+1
NO #	SANDS R B		256-2174	+1
*	1 BUS	12 RES	5 NEW	

# Street Not Listed

# Street Not Listed

#### AVENUE A 93560 ROSAMOND

2800	WHITE RIC	HARD	256-3827	8
NO #	BRYANT MARTIN		256-2869	7
NO #	CARRILLO NATIBIDAD		256-3842	0
NO #	OGDEN ME	L	256-3953	+1
NO #	STEVENS (	CALVIN W	256-2987	+1
NO #	SWEIGERT	ROBERT M	256-4124	0
NO #	WEBB GEC	)	256-2615	
*	0 BUS	7 RES	2 NEW	

1976 60TH STREET WEST SOURCE: HAINES	1976 65TH STREET WEST SOURCE: HAINES
60TH W 93560 ROSAMOND	65TH W 93560 ROSAMOND
NO # ANDRADE JOE M       256-4234+6         NO # ANDRADE JOE       256-2338         NO # APPLEBY THOS N       256-2156         NO # DANIELS LUCILLE       256-2156         NO # DANIELS MARION       256-2156         NO # DANIELS MARION       256-2156         NO # DANIELS MARION       256-2509 4         NO # GOREE FRED H       256-2509 3         NO # GOREE OLA M       256-3306         NO # GUTIERREZ RAMON       256-3780 4         NO # HAYES LEONARD J       256-3780 4         NO # HILL GRAYCE LOUISE       256-3188         NO # HILL GRAYCE LOUISE       256-2116         NO # KRECHNYAK JOE       256-3592 4         NO # KRECHNYAK JOE       256-2638         NO # LITTLE GERALD H       256-2638         NO # REED JOHN W       256-2129         NO # REED JOHN W       256-2129         NO # REED JOHN W       256-2184         NO # SETTLE GLEN       256-2648         NO # SIMCOX W B       256-2034 5         NO # STEFFENS CHAS G       256-3352 4         NO # STEFFENS CHAS G       256-2034 5         NO # STEFFENS CHAS G       256-2783         * 1 BUS       23 RES       3 NEW	NO # CREWS FLOYD E NO # SMITH GORDON L * O BUS 2 RES O NEW

### Street Not Listed

### Street Not Listed

1976 80TH STREET WES SOURCE: HAINES	ST 1976 85TH STREET WEST SOURCE: HAINES
80TH W 93560 ROSAMOND	
NO # AMESTOY FRANK 3D 256-2606+6 NO # DAVIS D G 256-2798 NO # KUGLER JACK 256-2155 NO # LANCASTER LED C MRS256-2633 NO # TRANSUE FRANK R 256-2176 * 0 BUS 5 RES 1 NEW	Street Not Listed

#### 90TH W 93560 ROSAMOND

**1976** SOURCE: HAINES

230A MODNEY GED	256-3302
NO # GODDE JERRY	256-2177
NO # KLEIN FRITZ	256-3321
NO # LEDBETTER CHARLIE	824-2137 5
NO #*THE WINERY	256-3060
NO #*WINERY THE	256-3060
* 2 BUS 4 RES	O NEW

#### Street Not Listed

# Street Not Listed

### Street Not Listed

#### Street Not Listed

# Street Not Listed

# Street Not Listed

### Street Not Listed

# Street Not Listed

### Street Not Listed

1976 SOURCE: HAINES	ROLAND AVENUE	1976 SOURCE: HAINES	WEST AVENUE A
Street Not Liste	d	AVENUE A 93560 ROSAM 2800 XXXX NO # BRYANT GLEN NO # MONTIJO CLARENCE NO # RODRIGUEZ LUCAS	OND 256-3665 5 256-4250+6 256-2108 5
		NO # WEBB GEO * O BUS 5 RES	256-2615 1 NEW

Street Not Listed

**1972** SOURCE: HAINES

60TH WEST 93560 ROSAMOND

NO	#	COL	256-2338
NO	#	APPLEBY THOS N	256-3067
NO	#	COOK THOMAS B	256-2740
NO	#	DANIELS LUCILLE	256-2156
NO	#	DANIELS MARION	256-2156
NO	#	DAVIS GLORIA D	256-2466
NO	#	GUTIERREZ RAMON	256-3306
NO	#	HILL GRAYCE LOUISE	256-2116
NO	#	HUETTE VERN	256-3301
NO	#	ILES JOHN C LARSON JOHN	256-3188
NO	#	LARSON JOHN	256-2289
NO	#	LITTLE GERALD H	256-2638
NO	#	PETERSON CLARENCE	
NO	#		256-2129
NO	#	RAINWATER LESTER L	
NO	#		256-2184
NO	#		
NO	#		256-2648
NO	#	SMITH KENNETH H	
NO		SOLIE ESTERET	256-3367
NO	#	STEFFENS CHAS G	256-3369
NO			256-2621
NO	#	*WILKINSON VALLEY	256-2783
NO	#		
NO	#	WILLIAMS LOUISE	256-2606
	1	* 1 BUS 24 RES	

1972 65TH source: HAINES	I STREET WEST	1972 71ST STREET WEST SOURCE: HAINES
65TH WEST 93560 ROSAN	IOND	
NO # CREWS FLOYD E NO # DONNER O D NO # SMITH GORDON L * O BUS 3 RES	256-3310	Street Not Listed

1972 78TH STREET WEST source: HAINES	1972 80TH STREET WEST SOURCE: HAINES
	80TH WEST 93560 ROSAMOND
Street Not Listed	NO # CORDLE BETTY 256-2647 NO # DAVIS D G 256-2798 NO # KUGLER JACK 256-2155 NO # LANCASTER LEO C MRS256-2633 NO # TRANSUE FRANK R 256-2176 * 0 BUS 5 RES

<b>1972</b> source: haines	85TH STREET WEST	1972 90TH STREET WEST SOURCE: HAINES
		90TH WEST 93560 ROSAMOND
		230A MOONEY GEO 256-3302
Street Not Liste	ed	NO # BARTLETT GEO       256-2372         NO #*GEORGE&AGGIES       256-2031         NO # GODDE JERRY       256-2177         NO # KLEIN FRITZ       256-3321         NO # MCCARTHY NEAL S       256-2644         NO # MCCARTHY NEAL S       256-3014         NO #*THE WINERY       256-3060         NO #*WINERY THE       256-3060         * 3 BUS       6 RES

# Street Not Listed

**1972** SOURCE: HAINES

# Street Not Listed

## Street Not Listed

**1972** SOURCE: HAINES

## Street Not Listed

## Street Not Listed

Page: 106

1972 SOURCE: HAINES	GASKELL ROAD	1972 HOLIDAY DRI source: HAINES	VE
GASKELL RD 93560 ROSA	MOND	•	
	256-3368 256-2558 256-2133	Street Not Listed	

**1972** SOURCE: HAINES

## Street Not Listed

## Street Not Listed

1972 SOURCE: HAINES	WEST AVENUE A	<b>1972</b> SOURCE: HAINES	WILLOW AVENUE
AVENUE A 93560 ROSAMON	D		•
NO # SANFORD WM 2	256-2610 256-2575 256-3001 256-2615	Street Not I	₋isted

--- END REPORT ---



**Project Property:** 

Project No: Requested By: Order No: Date Completed: Raceway Solar Project Raceway Solar Project Rosamond, CA 93560 60197265 Terracon 20190917248 September 25, 2019

Environmental Risk Information Services A division of Glacier Media Inc. 1.866.517.5204 | info@erisinfo.com | erisinfo.com September 25, 2019 RE: CITY DIRECTORY RESEARCH Raceway Solar Project Raceway Solar Project Rosamond, CA

Thank you for contacting ERIS for an City Directory Search for the site described above. Our staff has conducted a reverse listing City Directory search to determine prior occupants of the subject site and adjacent properties. We have provided the nearest addresses(s) when adjacent addresses are not listed. If we have searched a range of addresses, all addresses in that range found in the Directory are included.

Note: Reverse Listing Directories generally are focused on more highly developed areas. Newly developed areas may be covered in the more recent years, but the older directories will tend to cover only the "central" parts of the city. To complete the search, we have either utilized the ACPL, Library of Congress, State Archives, and/or a regional library or history center as well as multiple digitized directories. These do not claim to be a complete collection of all reverse listing city directories produced.

ERIS has made every effort to provide accurate and complete information but shall not be held liable for missing, incomplete or inaccurate information. To complete this search we used the general range(s) below to search for relevant findings. If you believe there are additional addresses or streets that require searching please contact us at 866-517-5204.

#### Search Criteria:

6800-11936 of West Rosamond Boulevard

#### Search Results Summary

Date	Source	Comment	
2018	DIGITAL BUSINESS DIRECTORY		
2014	DIGITAL BUSINESS DIRECTORY		
2010	DIGITAL BUSINESS DIRECTORY		
2006	DIGITAL BUSINESS DIRECTORY		
2002	DIGITAL BUSINESS DIRECTORY		
1998	DIGITAL BUSINESS DIRECTORY		
1995	HAINES		
1990	HAINES		
1985	HAINES		
1980	HAINES		
1975	HAINES		
1972	HAINES		

#### 2018 SOURCE: DIGITAL BUSINESS DIRECTORY

### WEST ROSAMOND BOULEVARD

2014 SOURCE: DIGITAL BUSINESS DIRECTORY

#### WEST ROSAMOND BOULEVARD

7347 AMERICAN PERFORMANCE ENGRG...Motorcycl

7347 AMERICAN PERFORMANCE ENGRG...Motorcycl

8170 BILL'S BACKHOE RENTAL...Nonclassified

9009 CHICO'S MINI MARKET...Supermarkets & O

11936 SUN POWER CORP...Nonclassified Establi

7347 AMERICAN PERFORMANCE ENGRG...*Motorcycl* 7347 AMERICAN PERFORMANCE ENGRG...*Motorcycl* 

7347 AMERICAN PERFORMANCE ENGRG...Ecomm...

7347 AMERICAN PERFORMANCE ENGRG...Motorcycl

11936 SUN POWER CORP...Nonclassified Establi

Page: 2

7347 AMERICAN PERFORMANCE ENGRG...Motorcycl

7347 AMERICAN PERFORMANCE ENGRG...Motorcycl

## 2002 SOURCE: DIGITAL BUSINESS DIRECTORY

### WEST ROSAMOND BOULEVARD

7805 ABEST FIREWOOD...8170 BILL'S BACKHOE RENTAL...

 7805
 ABEST FIREWOOD...Fuel Dealers, Nec

 9009
 WILYUMS FOOD & DRINKS TO GO...Eating P

## 1995 SOURCE: HAINES

### WEST ROSAMOND BOULEVARD

**1990** source: haines

#### WEST ROSAMOND BOULEVARD

6423 MULTI TENANT RESIDENTIAL 7805 ABEST FIREWOOD

7805 BAAICKMAN LEE 8746 LUJAN GEORGE

8748 LUJAN RAMON 9017 NADINES CUTE CLASSY

9580 **DELA R SR** 9714 NOEL RL

12492 LORD KIM E

6486 **XXXX** 7805 HILSINGER SANDY 8746 LUJAN GEORGE 11137 J O B LINE CONSTR

> Report ID: 20190917248 - 9/25/2019 www.erisinfo.com

NO LISTINGS IN RANGE

NO LISTINGS IN RANGE

NO LISTINGS IN RANGE

NO LISTINGS IN RANGE

--- END REPORT ---



Kaz Bernath Title Officer Stewart Title of California, Inc. 11870 Pierce St Ste 100 Riverside, CA 92505 Phone (951) 276-2700 Fax (760) 259-2044 KBernath@stewart.com

## PRELIMINARY REPORT

Order No.:01180-202813Title Unit No.:7435Your File No.:16000330182Buyer/Borrower Name:Seller Name:Antelope Valley East Kern Water Agency

Property Address: Vacant APN : 359-032-38-00, CA Vacant APN : 374-210-08-00, CA 1908 90th Street West, CA 775 85th Street West, CA Vacant APN : 374-250-03-00, CA 502 85th Street West, CA Vacant APN : 374-440-05-, CA Vacant APN : 374-440-06, CA

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company 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 referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

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

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

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

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

Dated as of February 04, 2016 at 7:30 a.m.

Kaz Bernath, Title Officer

When replying, please contact: Kaz Bernath, Title Officer

## **PRELIMINARY REPORT**

The form of Policy of Title Insurance contemplated by this report is:

- □ CLTA Standard Coverage Policy
- □ CLTA/ALTA Homeowners Policy
- □ 2006 ALTA Owner's Policy
- □ 2006 ALTA Loan Policy
- □ ALTA Short Form Residential Loan Policy
- Report Only

### **SCHEDULE A**

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

A Fee

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

Antelope Valley East Kern Water Agency, a public water agency

### **LEGAL DESCRIPTION**

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

PARCEL 1: APN <u>359-032-38</u>

PARCEL 3 OF PARCEL MAP 7387, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP FILED JULY 10, 1986, IN <u>BOOK 33 PAGE 94</u> OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: APN <u>374-210-08</u>

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 13 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM 1/2 OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES WITHIN OR UNDERLYING SAID LAND.

PARCEL 3: APN <u>374-011-13</u>

THE WEST HALF OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE NORTHERLY 25 FEET OF THE SOUTHERLY 55 FEET CF THE WEST HALF OF SAID SECTION 29, AS CONVEYED TO THE ANTELOPE VALLEY-EAST KERN WATER AGENCY IN DEED RECORDED FEBRUARY 25, 1977 IN <u>BOOK 5010, PAGE 365</u> OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/2 OF ALL METALS, MINERALS, OIL, GAS, PETROLEUM, AND OTHER HYDROCARBONS SUBSTANCES WITHIN OR UNDERLYING SAID LAND.

PARCEL 4: APN APN <u>374-250-01 AND 374-250-3</u>

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 13 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT ALL OIL GAS, ASPHALTUM AND OTHER HYDROCARBONS, WITHIN OR UNDERLYING OR THAT MAY BE PRODUCED FROM THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32, AS RESERVED BY ROY WALTER RICE, AN UNMARRIED MAN, IN DEED RECORDED NOVEMBER 22, 1948 IN <u>BOOK 1573, PAGE 129</u> OF OFFICIAL RECORDS.

PARCEL 5: APN <u>374-020-055</u>

PARCEL 2 OF LOT LINE ADJUSTMENT NO. 57-94, AS EVIDENCED BY CERTIFICATE OF COMPLIANCE, RECORDED AUGUST 7, 1995 AS DOCUMENT <u>NO. 0195093855</u> AND BEING THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALSO THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN; THENCE SOUTH 307.13 FEET ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32 THENCE EAST ALONG A LINE PARALLEL ALONG TO THE NORTH LINE OF THE SOUTHEASTERLY QUARTER OF SAID SECTION 32, 2642.66 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID SECTION 32; THENCE NORTH 307.12 FEET TO THE NORTHEASTERLY CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE WEST ALONG THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 32, 2643.02 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 32, ONE- HALF OF ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES, AS RESERVED IN ASSIGNMENT, RECORDED OCTOBER 14, 1954 IN <u>BOOK 2303, PAGE 272</u> OF OFFICIAL RECORDS.

ALSO EXCEPTING FROM THAT PORTION LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 32, ONE- FOURTH OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS SUBSTANCES IN AND UNDER SAID LAND, AS RECITED IN DEED FROM HALBERT E. THOMPSON AND WIFE, RECORDED DECEMBER 10, 1956 IN <u>BOOK 2701, PAGE 195</u> OF OFFICIAL RECORDS.

PARCEL 6: APNS 374-440-05, 374-440-06, 374-440-07, 374-440-08

PARCELS 3, 4, 5, AND 6, OF <u>PARCEL MAP 6645</u>, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER PARCEL MAP FILED OCTOBER 26, 1983 IN BOOK 30 PAGE 26 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT 50% OF ALL OIL AND MINERAL RIGHTS WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED BY ALEXANDER S. ROMERO, AN UNMARRIED MAN, WHO ACQUIRED TITLE AS ALEXANDER S. ROMERO, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, IN DEED RECORDED DECEMBER 14, 1965 IN <u>BOOK 3899 PAGE 911</u> OFFICIAL RECORDS.

PARCEL 7: APNS <u>374-011-19</u>, <u>374-011-21</u>, <u>374-011-22</u>

PARCELS 1, 3, & 4 OF PARCEL MAP 6683, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER PARCEL MAP FILED MAY 5, 1983 IN <u>BOOK 29, PAGE 110</u> OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT 1/16TH OF ALL OIL, GAS, HYDROCARBONS AND OTHER MINERALS WHICH MAY BE SUBTERRANEOUSLY LOCATED OR DISCOVERED ON THE PROPERTY HEREIN DESCRIBED, AS RESERVED IN DEED DATED NOVEMBER 24, 1926 FROM JAS. E. WHEAT AND LUNA M. WHEAT, HUSBAND AND WIFE, TO OSCAR FRY AND PAULINE FRY, HUSBAND AND WIFE, RECORDED NOVEMBER 26, 1926 IN <u>BOOK 155 PAGE 329</u> OF OFFICIAL RECORDS. THEREIN, THE GRANTEES, THEIR HEIRS, ADMINISTRATORS, EXECUTORS AND ASSIGNS AGREE THAT THE EXPLORING AND DRILLING FOR, DEVELOPING, PRODUCING, EXTRACTING, BRINGING TO THE SURFACE AND OBTAINING OF ALL OIL, GAS, HYDROCARBONS AND OTHER MINERALS SHALL BE AT THE SOLE COST AND EXPENSE OF THE GRANTEES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, AND THE SAID GRANTEES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS AGREE TO PAY TO SAID GRANTORS IN MONEY 1/16TH OF THE MARKET PRICE AT THE WELL OR WELLS, OF ALL OIL, GAS, HYDROCARBONS AND/OR OTHER MINERALS PRODUCED OR EXTRACTED FROM SAID LAND.

PARCEL 8: APN <u>374-011-20</u>

PARCEL 2 OF PARCEL MAP 6683, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER PARCEL MAP FILED MAY 5, 1983 IN <u>BOOK 29, PAGE 110</u> OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT 1/16TH OF ALL OIL, GAS, HYDROCARBONS AND OTHER MINERALS WHICH MAY BE SUBTERRANEOUSLY LOCATED OR DISCOVERED ON THE PROPERTY HEREIN DESCRIBED, AS

RESERVED IN DEED DATED NOVEMBER 24, 1926 FROM JAS, E. WHEAT AND LUNA M. WHEAT, HUSBAND AND WIFE, TO OSCAR FRY AND PAULINE FRY, HUSBAND AND WIFE, RECORDED NOVEMBER 26, 1926 IN <u>BOOK 155 PAGE 329</u> OF OFFICIAL RECORDS. THEREIN THE GRANTEES, THEIR HEIRS, ADMINISTRATORS, EXECUTORS AND ASSIGNS AGREE THAT THE EXPLORING AND DRILLING FOR, DEVELOPING, PRODUCING, EXTRACTING, BRINGING TO THE SURFACE AND OBTAINING OF ALL OIL, GAS, HYDROCARBONS AND OTHER MINERALS SHALL BE AT THE SOLE COST AND EXPENSE OF THE GRANTEES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, AND THE SAID GRANTEES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS AGREE TO PAY TO SAID GRANTORS IN MONEY 1/16TH OF THE MARKET PRICE AT THE WELL OR WELLS, OF ALL OIL, GAS, HYDROCARBONS AND/OR OTHER MINERALS PRODUCED OR EXTRACTED FROM SAID LAND.

PARCEL 9: APN <u>374-200-03</u>

ALL OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 28 IN TOWNSHIP 9 NORTH, RANGE 13 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT 50% OF ALL OIL AND MINERALS OF 10 YEARS ONLY AND AS LONG THEREAFTER AS OIL, GAS AND OTHER MINERAL SUBSTANCES ARE BEING PRODUCED THEREON IN COMMERCIAL QUANTITIES, AS RESERVED BY CHESTER B. SUMNER AND NELLE W. SUMNER, HUSBAND AND WIFE, AS JOINT TENANTS, IN DEED RECORDED DECEMBER 14, 1951 IN <u>BOOK 1858 PAGE 417</u>, OF OFFICIAL RECORDS.

PARCEL 10: APNS <u>374-200-38</u>, <u>374-200-39</u>, <u>374-200-40</u>, <u>374-200-41</u>

PARCELS 1 THROUGH 4 OF PARCEL MAP 6647, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER PARCEL MAP FILED MAY 5, 1083 IN <u>BOOK 29,</u> <u>PAGE 109</u> OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 11: APNS 374-200-42, 374-200-43, 374-200-44, 374-200-45

PARCELS 1, 2, 3, & 4 OF PARCEL MAP 6646, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER PARCEL MAP FILED MAY 26, 1983 IN <u>BOOK 29, PAGE</u> 127 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT 50% OF ALL OIL AND MINERAL OF 10 YEARS ONLY AND AS LONG THEREAFTER AS OIL, GAS AND OTHER MINERAL SUBSTANCES ARE BEING PRODUCED THEREON IN COMMERCIAL QUANTITIES, AS RESERVED BY CHESTER B. SUNMER AND WELLS W. SUNMER, HUSBAND AND WIFE AS JOINT TENANTS, IN DEED RECORDED DECEMBER 14, 1951.

PARCEL 12: APN <u>374-410-08</u>

PARCEL 1 OF PARCEL MAP NO. 8244, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP FILED NOVEMBER 2, 1987 IN <u>BOOK 35, PAGE 36</u> OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 13: APNS <u>374-200-50, 374-200-51, 374-200-52, 374-200-53</u>

PARCELS 1 THRU 4 OF PARCEL MAP 8853, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER PARCEL MAP FILED JUNE 14,1989 IN <u>BOOK 38, PAGE 111</u> OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, PETROLEUM, MINERAL RIGHTS AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, WITHOUT, HOWEVER, ANY RIGHT TO ENTER UPON THE SURFACE OF SAID LAND TO EXPLORE FOR, DEVELOP OR REMOVE SAID SUBSTANCES, AS RESERVED BY ROSA MAY KNARREBORG IN DEED RECORDED JANUARY 21, 1988 IN <u>BOOK 6086</u>, <u>PAGE 2281</u>, OF OFFICIAL RECORDS.

#### PARCEL 14: APN <u>375-020-01</u>

THE EAST HALF OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

#### (End of Legal Description)

APN: <u>374-200-03</u>, <u>374-200-41</u>, <u>374-200-40</u>, <u>374-200-39</u>, <u>374-200-38</u>, <u>374-200-42</u>, <u>374-200-43</u>, <u>374-200-44</u>, <u>374-200-45</u>, <u>374-200-50</u>, <u>374-200-51</u>, <u>374-200-52</u>, <u>374-200-53</u>, <u>359-032-38</u>, <u>374-210-08</u>, <u>374-011-13</u>, <u>374-250-01</u>, <u>374-250-03</u>, <u>374-020-55</u>, <u>374-440-05</u>, <u>374-440-06</u>, <u>374-440-08</u>, <u>374-440-07</u>, <u>374-011-22</u>, <u>374-011-21</u>, <u>374-022-20</u>, <u>374-410-08</u> and <u>375-020-01</u>

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

### SCHEDULE B

# At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

#### Taxes:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2016 2017.
- B. General and special city and/or county taxes, bonds or assessments which may become due on said land, if an when title to said land is not longer vested in a government or quasi-governmental agency. Tax parcel(s) for said land are currently shown as APN: 359-032-38, 374-210-08, 374-011-13, 374-250-01, 374-250-03, 374-020-55, 374-440-05, 374-440-06, 374-440-08, 374-440-07, 374-011-19, 374-011-22, 374-011-21, 374-022-20, 374-200-03, 374-200-41, 374-200-40, 374-200-39, 374-200-38, 374-200-42, 374-200-43, 374-200-44, 374-200-45, 374-410-08, 374-200-53, 374-200.52, 374-200-51, 374-200-50 and 375-020-01.

#### Exceptions:

1. Water rights, claims or title to water in or under said land, whether or not shown by the public records.

++++++ The Following Matters Affects Parcel 1: APN: 359-030-38 +++++++++

- 2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 3. Any title or claim of interest of the United States of America, the State of California, or claimants thereunder, based upon the assertion that said land was known to be mineral in character on the date the survey thereof was approved by the Surveyor General.
- An easement for public utilities and rights incidental thereto in favor of Southern California Edison Company, a corporation as set forth in a document recorded December 16, 1947 in <u>Book 1472</u> <u>Page 91</u> of Official Records, affects said land and other property.
- An easement for public highway purposes and rights incidental thereto in favor of County of Kern as set forth in a document recorded March 29, 1954 in <u>Book 2201 Page 132</u> of Official Records, affects the North 30 feet of said land.
- An easement for public utilities and rights incidental thereto in favor of Southern California Edison Company, a corporation as set forth in a document recorded March 22, 1957 in <u>Book 2752 Page</u> <u>150</u> of Official Records, affects the Westerly 6 feet of said land.
- An easement for ingress and egress and road purposes and rights incidental thereto in favor of The Public in General as set forth in a document recorded May 20, 1986 in <u>Book 5874 Page 2248</u> of Official Records.

Reference is made to said document for full particulars.

8. An irrevocable offer to dedicate real property recorded May 20, 1986 in <u>Book 5874 Page 2248</u> of Official Records, wherein a portion of said land was offered for dedication to public use for road

purposes, which affects portion of said land.

Said offer is subject to conditions therein provided.

- The following recitals contained on said Parcel Map No. 7387, recorded in <u>Book 33 Page 94</u> of Parcels Maps.
  - 1. Building setback, locations of all buildings or structures are regulated by the Kern County land use zoning ordinance.
  - 2. The roads shown on this map and which are dedicated or offered for dedication are not county highways and are not subject to maintenance or improvements by the County of Kern, unless and until accepted into the County Road system by Resolution of the Board of Supervisions.
  - 3. All of the parcels within this parcel map are subject to flooding from the 100-year peak flow of Antelope Valley streams with a depth of flow of about 1.0 foot and a velocity of about 2.4 feet per second (Floodplain Secondary Combining District) and the foundation shall be designated to protect against potential scour velocities of 2.4 feet per second.
  - 4. Development within the limits of this parcel map shall comply with County Ordinances G-2755, G-2425, G-2936, G-4157 and the latest revisions thereof.
  - 5. Permanent structures including mobile homes accessory structures, and water wells shall be elevated and/or flood protected to 2.0 feet above the highest adjacent grade at the up steam side of the structure.
  - 6. Individual sewage disposal systems shall be approved by Kern County Department of Planning and Development Services, and constructed in accordance with the requirements of the Kern County Health Department in order to minimize infiltration of the floodwaters into the systems and prevent discharges from the systems getting into the floodwaters.
  - 7. Structures shall be located in a manner that will not create a backwater condition onto adjacent property.
- 10. Note and recitals on the map of Parcel Map No. 7387:

That the County of Kern will not allow occupancy under any building permit for any dwelling or any permit to install any mobile home for any parcel shown on this map unless and until all roads necessary for access to such parcel are made traversable by a standard passenger car with a maximum grade of 15%, and are further improved in accordance with all applicable requirements of the Kern County Building Code and Kern County Fire Code then in effect, specifying standards for access roads as a condition of such permit, and any expense of improvement of such roads for such purposes shall be the sole responsibility of the applicant for such permit.

11. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount	: \$75,000.00
Dated	: September 6, 1986
Trustor	: Kau Shin Lai and Su-O Lai, husband and wife, Yee Teh Lai,
	a single man, and San Teh Lai, a single man
Trustee	: Oakwood Escrow Co., Inc., a California corporation
Beneficiary	: James Richard Kertzman, Executor of the Estate of Jack Kertzman,
	deceased, as to an undivided one-half interest, and Isabell
	Kertzman, a widow, as to an undivided one-half interest
Recorded	:December 17, 1986 in <u>Book 5949 Page 61</u> of Official Records

The beneficial interest of James Richard Kertzman , Executor of the Estate of Jack Kertzman, deceased under said deed of trust was assigned to Bakersfield production Credit Association, by assignment recorded December 17, 1986 in <u>Book 5949 Page 63</u> of Official Records.

We believe that the above lien was paid by Ticor Title Insurance, under their Escrow No. 614351TA. However, since said Company is no longer issuing Letters of Indemnities on orders where they insured a refinance, we suggest obtaining a zero demand from the Lender in question or a HUD statement from the owner/borrower.

+++++++ The Following Matters Affects Parcel 2: APN: 374-210-08 +++++++++

12. Reservations contained in the Patent

From: The United States of America To: Joseph F. Glasgon Recorded: June 4, 1913, in <u>Book 16, Page 199</u>, of Patents

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts, and the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

- 13. Rights of the public as to any portion of the land lying within the area commonly known as 90th Street West.
- 14. 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 your title officer immediately for further review.

+++++++ The Following Matters Affects Parcel 3: APN: 374-011-13 +++++++++

- An easement for public utilities and rights incidental thereto in favor of Southern California Edison Company, a corporation as set forth in a document recorded April 21, 1955 in <u>Book 2412 Page</u> <u>209</u> of Official Records, affects a strip of land 10 feet in width, lying within the West half of Section 29, Township 9, Range 13, as set forth in said document.
- 16. An easement for an electric line and rights incidental thereto in favor of Southern California Edison Company, a corporation as set forth in a document recorded May 31, 1957 in <u>Book 2794 Page</u> <u>465</u> of Official Records, affects a strip of land 10 feet in width, lying within the Northwest quarter of Section 29, Township 9 North, Range 14 West, as set forth in said document.
- 17. Right of way for 90th Street West along the West line of said land, as disclosed by Record of Survey, recorded April 8, 1959 in <u>Book 7 Page 118</u> of Record of Surveys.
- 18. Any discrepancies in boundary or area or any rights which may arise or exist which are disclosed by a Map of Survey on said property.

Recorded: April 8, 1959 in <u>Book 7 Page 118</u> of Record of Surveys, Kern County Records.

19. Any discrepancies in boundary or area or any rights which may arise or exist which are disclosed by a Map of Survey on said property.

Recorded: April 8, 1959 in <u>Book 7 Page 125</u> of Record of Surveys, Kern County Records.

- 20. An easement for temporary construction purposes and rights incidental thereto in favor of Antelope Valley-East kern Water Agency as set forth in a document recorded February 25, 1977 as Instrument No. 16363 in <u>Book 5010 Page 365</u> of Official Records, affects the Northerly 35 feet of the Southerly 90 feet of the West half of said Section 29.
- 21. An easement for a perpetual easement and right-of-way to construct, operate, maintain, repair,

and if necessary, replace a turnout structure and related facilities for agricultural water from the Grantee's underground water pipeline, know as the "West Feeder", located on adjacent real property and rights incidental thereto in favor of Antelope Valley-East Kern Water Agency as set forth in a document recorded August 15, 1978 as Instrument No. 15337 in <u>Book 5132 Page 569</u> of Official Records, affects said land.

22. 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 your title officer immediately for further review.

++++++ The Following Matters Affects Parcel 4: APN: 374-250-01 and 374-250-03 +++++++

23. Reservations contained in the Patent
From: The United States of America
To: Walter E. Ellsworth
Recorded: February 27, 1914, in <u>Book 16, Page 247</u>, of Patents

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts, and the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

Said Matter Affects: The Northeast 1/4 of the Northwest 1/4 of Section 32 and other land

- 24. Rights of the public as to any portion of the land lying within the area commonly know as 90th Street West and Gaskell Road.
- 25. An easement for public utilities and rights incidental thereto in favor of Southern California Edison Company, a corporation as set forth in a document recorded September 13, 1947 in <u>Book 1393</u> <u>Page 488</u> of Official Records, affects the East half of the Northeast quarter of the Northwest quarter of said Section 32.
- 26. An easement for a perpetual easement and right of way to construct, operate, maintain, repair, and if necessary, replace a turnout structure and related facilities for agricultural water and rights incidental thereto in favor of Antelope Valley-East Kern Water Agency, a public corporation as set forth in a document recorded August 15, 1978 in <u>Book 5132 Page 566</u> of Official Records, affects portion of said land.
- 27. 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 your title officer immediately for further review.

++++++ The Following Matters Affects Parcel 5: APN: 374-020-55 +++++++++

28. Reservations contained in the Patent

From:The United States of AmericaTo:Reinhold Gustav Guderian

Recorded: February 27, 1914, in <u>Book 18, Page 9</u>, of Patents

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts, and the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

- 29. Rights of the public as to any portion of the land lying within the area commonly known as West 80th Street. Affects the Easterly 30 feet os said land.
- An easement for public utilities and rights incidental thereto in favor of Southern California Edison Company, Ltd., a California corporation as set forth in a document recorded February 19, 1942 in <u>Book 1079 Page 110</u> of Official Records, affects the West 5 feet of the Southeast quarter of said Section 32.
- 31. An easement for public utilities and rights incidental thereto in favor of Southern California Edison Company, Ltd., a corporation as set forth in a document recorded February 19, 1942 in <u>Book 1070</u> <u>Page 480</u> of Official Records, affects the West 5 feet of the Southwest quarter of the Northeast quarter of said Section 32.
- 32. An easement for public utilities and rights incidental thereto in favor of Southern California Edison Company, a corporation as set forth in a document recorded June 8, 1953 in Book 2089 Page 525, affects the Northerly 5 feet of the Northeast quarter of the Southeast quarter of Section 32.
- 33. An easement or other provisions for the purpose of future street line and rights incidental thereto as shown on the recorded Parcel Map No. 1772, recorded January 14, 1974 in <u>Book 8 Page 140</u> of Parcel Maps, which affects the Northerly 45 feet, the Westerly 45 feet, the Easterly 25 feet and the Southerly 25 feet of Parcel 1 of Parcel Mao 1772.
- 34. The matters contained in an instrument entitled "Memorandum of Water Service Agreement" dated November 12, 1996, by and between Antelope Valley-East Kern Water Agency and I and I Farms Incorporated upon the terms therein provided recorded January 23, 1997 as Instrument <u>No. 0197009172</u> of Official Records.
- 35. The matters contained in an instrument entitled "Water Line Easement Deed and Agreement" dated April 26, 1996, by and between I and I Farms, Incorporated, a California corporation and Felix Tapla and Eulalia Tapla, husband and wife and Charles Tapla and Nellie Tapla, husband and wife upon the terms therein provided recorded March 7, 1997 as Instrument <u>No. 0197027501</u> of Official Records.

++++++ The Following Matters Affects Parcel 6: APN: 374-440-05, 06, 07 and 08 +++++++

36. An easement for public utilities and rights incidental thereto in favor of Southern California Edison Company as set forth in a document recorded April 5, 1956 in <u>Book 2588 Page 131</u> of Official Records, affects the East half of the Southeast quarter of Section 21, Township 9 North, Range 13 West, San Bernardino Meridian, also know as Parcels 5 and 6 of <u>Parcel Map 6645</u>, being a portion of Parcel 6.

All of said pole lines shall be erected and maintained within one foot of a line extending over and across the above described real property of Alexander S. Romero and Irene K. Romero, also know as Kittie Irene Romero, husband and wife and Evelyn M. Weston, a married woman and being parallel with and 32 feet Westerly, measured at right angles, from the East line of the Southeast quarter of said Section 21.

- 37. An easement for public utilities and rights incidental thereto in favor of Southern California Edison Company as set forth in a document recorded September 30, 1968 in <u>Book 4201 Page 635</u> of Official Records, affects the Northerly 10 feet of the Southerly 35 feet of Parcel 5 of <u>Parcel Map</u> <u>6645</u>, being a portion of Parcel 6.
- An easement for public utilities and rights incidental thereto in favor of Southern California Edison Company as set forth in a document recorded January 16, 1970 in <u>Book 4356 Page 82</u> of Official Records, affects the Northerly 10 feet of the Southerly 35 feet of Parcel 4 of <u>Parcel Map 6645</u>, being a portion of Parcel 6.
- 39. An easement for ingress and egress and road purposes and rights incidental thereto in favor of

Public in General as set forth in a document recorded March 11, 1983 in <u>Book 5533 Page 929</u> of Official Records, affects the East 30 feet of Parcels 5 and 6 of <u>Parcel Map 6645</u>, the South 30 feet of Parcels 4 and 5 of <u>Parcel Map 6645</u>, and the West 30 feet of Parcels 3 and 4 of <u>Parcel Map 6645</u>, together with triangular parcels described therein, being portions of Parcel 6.

40. An irrevocable offer to dedicate real property recorded March 11, 1983 in <u>Book 5533 Page 929</u> of Official Records, wherein a portion of said land was offered for dedication to public use for ingress and egress and road purposes, which affects the East 55 feet of Parcels 5 and 6 of <u>Parcel Map 6645</u>, the South 55 feet of Parcels 4 and 5 of <u>Parcel Map 6645</u>, and the West 45 feet of Parcels 3 and 4 of <u>Parcel Map 6645</u>, together with triangular parcels described therein, being portions of Parcel 6.

Also disclosed by Delineation of Parcel <u>Parcel Map 6645</u> filed October 26, 1983 in Book 30 Page 26 of Parcel Maps

41. 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 your title officer immediately for further review.

+++++++ The Following Matters Affects Parcel 7: APN: 374-011-19, 21 and 22 ++++++++ and Parcel 8: APN: 374-011-20

42. Reservations contained in the Patent from the United States of America

Recorded:November 30, 1926 in Book 154 Page 369of Official RecordAffects:Parcels 7 and 8 Northeast of Section 28	ds

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts, and the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

- 43. An easement for public utilities and rights incidental thereto in favor of Southern California Edison Company as set forth in a document recorded March 21, 1956 in <u>Book 2580 Page 342</u> of Official Records, affects Parcels 3 and 4 of <u>Parcel Map 6683</u>, being a portion of Parcel 7, as set forth in said document.
- 44. An easement for public utilities and rights incidental thereto in favor of Southern California Edison Company as set forth in a document recorded April 5, 1956 in <u>Book 2588 Page 131</u> of Official Records, affects the East half of the Southeast quarter of Section 21, Township 9 North, Range 13 West, San Bernardino Meridian, also know as Parcels 5 and 6 of <u>Parcel Map 6645</u>, being a portion of Parcel 6.

Said document was re-recorded March 30, 1978 in Book 5099 Page 1275 of Official Records.

- 45. An easement for ingress and egress and road purposes and rights incidental thereto in favor of The Public in General as set forth in a document recorded April 12, 1988 in <u>Book 5541 Page 1464</u> of Official Records, affects the South 30 feet of Parcel 2 and the East 30 feet of Parcels 3 and 4 of <u>Parcel Map 6683</u>, and the West 30 feet of Parcels 1 and 2 of <u>Parcel Map 6683</u>, also triangular parcels as described therein, being portions of Parcels 7 and 8.
- 46. An irrevocable offer to dedicate real property recorded April 12, 1988 in <u>Book 5541 Page 1464</u> of Official Records, wherein a portion of said land was offered for dedication to public use for ingress and egress and road purposes, which affects the West 45 feet of Parcels 1 and 2 of <u>Parcel Map</u> 6683, the East 55 feet of Parcels 3 and 4 and the South 45 feet of Parcels 2 and 3, also triangular parcels described therein, being portions of Parcels 7 and 8.

Also disclosed by delineation on <u>Parcel Map 6683</u>, filed May 5, 1983 in Book 29 Page 110 of Parcel Maps.

47. The following recitals contained on said <u>Parcel Map 6683</u>, recorded in Book 29 Page 110 of Parcel Maps.

Notice is hereby given that all of the area within this Parcel Map is subject to sheet flooding from the 100 year flow of the Antelope Valley Streams with depths of about 1.0 foot and a velocity of about 3.0 feet per second ("Floodplain-Secondary Zone"), generally, no permanent structures are permitted within the drainage easements development within the area encompassed by this parcel map "Floodplain-Secondary Zone" shall comply with County Ordinance G-1976, G-2755, G-2425 and G-2936 and the latest revisions therefore permanent structures (Mobile Homes Buildings Water Wells, etc) located within the floodplain secondary zone, shall be elevated and/or flood protected to 20 feet above the adjacent ground elevation at that location.

48. 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 your title officer immediately for further review.

++++++ The Following Matters Affects Parcel 9: APN: 374-200-03 +++++++

49. Reservation contained in the Patent

From:The United States of AmericaTo:Lucy W. HillRecorded:May 3, 1913 in Book 15 Page 383 of Patents

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts, and the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

- An easement for public utilities and rights incidental thereto in favor of Southern California Edison Company, a corporation as set forth in a document recorded March 21, 1956 in <u>Book 2580 Page</u> <u>342</u> of Official Records, affects said land.
- 51. An easement for ingress and egress and rights incidental thereto in favor of Shirley B. Beery, a single woman as set forth in a document recorded March 31, 1977 in <u>Book 5017 Page 1566</u> of Official Records, affects the Westerly 20 feet of said land.
- 52. 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 your title officer immediately for further review.

++++++ The Following Matters Affects Parcel 10: APN: 374-200-038, 39, 40 and 41 +++++++

- 53. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 54. Reservation contained in the Patent
  - From: The United States of America
  - To: Lucy W. Hill

Recorded: May 3, 1913 in Book 15 Page 383 of Patents

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts, and the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

- 55. An easement for pipelines and any and all appurtenances and rights incidental thereto in favor of The Antelope Valley-East Kern Water Agency as set forth in a document recorded July 19, 1979 in <u>Book 5214 Page 1125</u> of Official Records, affects the Southerly 35 feet of Parcels 1, 2, 3 and 4 of <u>Parcel Map No. 6647</u>, being a portion of Parcel 10.
- 56. An easement for ingress and egress and road purposes and rights incidental thereto in favor of The Public in General as set forth in a document recorded March 11, 1983 in <u>Book 5533 Page</u> <u>925</u> of Official Records, affects the West 30 feet of Parcel 1 of <u>Parcel Map No. 6647</u>, except the South 55 feet thereof, also a parcel bounded on the South by the North line of said South 55 feet, on the West by the East line of said West 30 feet, and on the Northeast by the arc of a curve having a radius of 20 feet concave to the Northeast and tangent to said North and West lines, being portions of Parcel 10.
- 57. An irrevocable offer to dedicate real property recorded March 11, 1983 in <u>Book 5533 Page 925</u> of Official Records, wherein a portion of said land was offered for dedication to public use for ingress and egress and road purposes, which affects the West 45 feet of Parcel 1 of <u>Parcel Map No. 6647</u>, except the South 55 feet thereof, also a parcel bounded on the South by the North line of said South 55 feet, on the West by the East line of said West 30 feet, and on the Northeast by the arc of a curve having a radius of 20 feet concave to the Northeast and tangent to said North and West lines, being portions of Parcel 10.

Also disclosed by delineation on <u>Parcel Map No. 6647</u> filed May 5, 1983 in Book 29 Page 109 of Parcel Maps.

58. The following recitals contained on said <u>Parcel Map No. 6647</u>, recorded in Book 29 Page 109 of Parcel Maps.

Notice is hereby given that all of the area within this Parcel Map is subject to sheet flooding from the 100 year flow of the Antelope Valley Streams with depths of about 1.0 foot and a velocity of about 3.0 feet per second ("Floodplain-Secondary Zone"), generally, no permanent structures are permitted within the drainage easements development within the area encompassed by this parcel map "Floodplain-Secondary Zone" shall comply with County Ordinance G-1976, G-2755, G-2425 and G-2936 and the latest revisions therefore permanent structures (Mobile Homes Buildings Water Wells, etc) located within the floodplain secondary zone, shall be elevated and/or flood protected to 20 feet above the adjacent ground elevation at that location.

59. 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 your title officer immediately for further review.

++++++ The Following Matters Affects Parcel 11: APN: 374-200-42, 43, 44 and 45 +++++++

60. Reservation contained in the Patent

From: The United States of America To: Lucy W. Hill Recorded: May 3, 1913 in Book 15 Page 383 of Patents

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts, and the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

- An easement for an access easement and right of way and rights incidental thereto in favor of John W. Berry and Mera O. Berry, husband and wife as set forth in a document recorded January 25, 1955 in <u>Book 2358 Page 34</u> of Official Records, affects the Easterly 20 feet of Parcels 1, 2, 3, and 4 of <u>Parcel Map No. 6646</u>, being a portion of Parcel 11.
- 62. An easement for public utilities and rights incidental thereto in favor of Southern California Edison Company, a corporation as set forth in a document recorded March 29, 1955 in <u>Book 2398 Page</u> <u>79</u> of Official Records, affects the Westerly 10 feet of the Easterly 34 feet of Parcels 1, 2, 3, and 4 of <u>Parcel Map No. 6646</u>, being a portion of Parcel 11.
- 63. An easement for an easement and rights incidental thereto in favor of The Public in General as set forth in a document recorded March 11, 1983 in <u>Book 5533 Page 933</u> of Official Records, affects the North 30 feet of Parcel 1 of <u>Parcel Map No. 6646</u>, and the East 30 feet of Parcels 1, 2, 3 and 4 of Parcel <u>Parcel Map No. 6646</u>, also a parcel bounded on the North by the South line of said North 30 feet, on the East by the West line of said East 30 feet, and on the Southwest by the arc of a curve having a radius of 20 feet concave to the Southwest and tangent to said South and East lines, being portions of Parcel 11.
- 64. An irrevocable offer to dedicate real property recorded March 11, 1983 in <u>Book 5533 Page 933</u> of Official Records, wherein a portion of said land was offered for dedication to public use for ingress and egress and road purposes, which affects North 45 feet of Parcel 1 of <u>Parcel Map No. 6646</u>, and the East 45 feet of Parcels 1, 2, 3 and 4 of <u>Parcel Map No. 6646</u>, also a parcel bounded on the North by the South line of said North 45 feet, on the East by the West line of said East 45 feet, and on the Southwest by the arc of a curve having a radius of 20 feet concave to the Southwest and tangent to said South and East lines, being portions of Parcel 11.

Also disclosed by delineation on <u>Parcel Map No. 6646</u> filed May 26, 1983 in Book 29 Page 127 of Parcel Maps.

65. The following recitals contained on said <u>Parcel Map No. 6646</u>, recorded din Book 29 Page 127 of Parcel Maps.

Notice is hereby given that all of the area within this Parcel Map is subject to sheet flooding from the 100 year flow of the Antelope Valley Streams with depths of about 1.0 foot and a velocity of about 3.0 feet per second ("Floodplain-Secondary Zone"), generally, no permanent structures are permitted within the drainage easements development within the area encompassed by this parcel map "Floodplain-Secondary Zone" shall comply with County Ordinance G-1976, G-2755, G-2425 and G-2936 and the latest revisions therefore permanent structures (Mobile Homes Buildings Water Wells, etc) located within the floodplain secondary zone, shall be elevated and/or flood protected to 20 feet above the adjacent ground elevation at that location.

66. An irrevocable offer to dedicate real property recorded May 5, 1983 in <u>Book 5548 Page 1362</u> of Official Records, wherein a portion of said land was offered for dedication to public use for drainage purposes, which affects over portion of Parcel 1 of <u>Parcel Map No. 6646</u> in Book 29 Page 127 of Parcel Maps.

Said offered is subject to provision and condition therein provided.

67. 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 your title officer immediately for further review.

++++++ The Following Matters Affects Parcel 12: APN: 374-410-08 +++++++

- 68. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 69. Reservation contained in the Patent

From:The United States of AmericaTo:Lucy W. HillRecorded:May 3, 1913 in Book 15 Page 383 of Patents

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts, and the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

- An easement for public utilities and rights incidental thereto in favor of Southern California Edison Company, a corporation as set forth in a document recorded May 8, 1962 in <u>Book 3489 Page 582</u> of Official Records, affects said land.
- 71. An easement for ingress and egress and road purposes and rights incidental thereto in favor of The Public in General as set forth in a document recorded September 24, 1979 in <u>Book 5231</u> <u>Page 237</u> of Official Records, affects said land.
- 72. An irrevocable offer to dedicate real property recorded September 24, 1979 in <u>Book 5231 Page</u> <u>237</u> of Official Records, wherein a portion of said land was offered for dedication to public use for ingress and egress and road purposes, which affects said land.
- 73. An easement for drainage and rights incidental thereto in favor of County of Kern as set forth in a document recorded October 8, 1987 as Instrument No. 43502 in <u>Book 6055 Page 1667</u> of Official Records, affects the North 170 feet of said land.
- 74. Various notes and recitals contained in the Owners Certificate for Parcel Map No. 8244, recorded November 2, 1987 as Instrument No. 53010 in <u>Book 6063 Page 298</u> of Official Records.
- 75. The matters contained in an instrument entitled "Grant of Easement to Water Well and Declaration of Joint Use" dated March 14, 1990, by Glenn Fisher, La Veta M. Fisher and Linda Fisher upon the terms therein provided recorded August 15, 1990 as Instrument <u>No. 21634</u> in Book 6419 Page 236 of Official Records.

The owners of various parcels relinquished their interest in an easement for proposed water system, by "Amendment to Grant of Easement to Water Well Declaration of Joint Use", recorded June 30, 1997 as Instrument <u>No. 0197085390</u> of Official Records.

The matters contained in an Amendment to Grant of Easement to Water Well Declaration of Joint Use, dated June 29, 1997, recorded July 29, 1997 as Instrument <u>No. 0197098089</u> of Official Records.

76. 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 your title officer immediately for further review.

++++++ The Following Matters Affects Parcel 13: APN: 374-200-50, 51, 52 and 53 +++++++

77. Reservation contained in the Patent

From:The United States of AmericaTo:Lucy W. HillRecorded:May 3, 1913 in Book 15 Page 383 of Patents

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts, and the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

- 78. An easement for temporary construction purposes and rights incidental thereto in favor of Antelope Valley-East Kern Water Agency as set forth in a document recorded February 3, 1977 in <u>Book 5005 Page 1584</u> of Official Records, affects the Southerly 35 feet of Parcel 1 through 4 of <u>Parcel Map 8853</u>, being a portion of Parcel 13.
- 79. 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 your title officer immediately for further review.

++++++ The Following Matters Affects Parcel 14: APN: 374-050-01 +++++++

- 80. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 81. Reservation contained in the Patent

From:The United States of AmericaTo:Louis E. HillenRecorded:November 24, 1895 in Book 7 Page 218 of Patents

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

82. Reservation contained in the Patent

From:The United States of AmericaTo:Frank J. HartRecorded:February 1, 1911 in Book 15 Page 227 of Patents

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts, and the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

- 83. An easement for public highway and rights incidental thereto in favor of County of Kern as set forth in a document recorded July 19, 1933 as Instrument No. 9139 in <u>Book 475 Page 495</u> of Official Records, affects the East 30 feet of said Section 34.
- 84. An easement for public utilities and rights incidental thereto in favor of Southern California Edison Company as set forth in a document recorded March 3, 1952 as Instrument No. 10673 in <u>Book</u> <u>1909 Page 130</u> of Official Records, affects the Southerly 10 feet of the Northeast quarter of said Section 34, except any portion within 60th Street West.
- 85. An easement for public utilities and rights incidental thereto in favor of Southern California Edison Company as set forth in a document recorded July 17, 1952 as Instrument No. 33268 in <u>Book</u> <u>1964 Page 371</u> of Official Records, affects portion of the Southwest quarter of the Southeast quarter of said Section 34.
- 86. An easement for public utilities and rights incidental thereto in favor of Southern California Edison Company as set forth in a document recorded April 14, 1964 as Instrument No. 24417 in <u>Book</u> <u>3714 Page 937</u> of Official Records, affects a portion of the Southeast quarter of said Section 34.
- 87. An easement for a perpetual easement and right of way to construct, operate, maintain, repair, and if necessary replace a turnout structure and related facilities for agricultural water from the Grantee's underground water pipeline know as the "West Feeder", located on adjacent real proerty and rights incidental thereto in favor of Antelope Valley-East Kern Water Agency as set forth in a document recorded August 15, 1978 as Instrument No. 15338 in <u>Book 5132 Page 573</u> of Official Records, affects said land.
- An easement for public utilities and rights incidental thereto in favor of Southern California Edison Company as set forth in a document recorded April 13, 2005 as Instrument <u>No. 0205092600</u> of Official Records, affects said land.
- 89. 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 your title officer immediately for further review.

++++++ The Following Matters Affects all Parcels +++++++

- 90. Rights of parties in possession.
- 91. Any easements not disclosed by those public records which impart constructive notice as to matters affecting title to real property and which are not visible and apparent from an inspection of the surface of said land.
- 92. Matters which may be disclosed by an inspection or by a survey of said land satisfactory to this Company or by inquiry of the parties in possession thereof.

typist/ zd

(End of Exceptions)

### **NOTES AND REQUIREMENTS**

For transactions where Stewart Title of California, Inc. is not the settlement/closing agent, a signed and dated copy of the attached "Acknowledgment of Receipt, Understanding and Approval of Affiliated Business Arrangement Disclosure Statement and STG Privacy Notice for Stewart Title Companies", will be required prior to recording.

A. There are no conveyances affecting said land, recorded with the County Recorder within 24 months of the date of this report.

## CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: February 19, 2016

Escrow No.: 01180-202813

Property: Vacant APN : 359-032-38-00, CA Vacant APN : 374-210-08-00, CA 1908 90th Street West, CA 775 85th Street West, CA Vacant APN : 374-250-03-00, CA 502 85th Street West, CA Vacant APN : 374-440-05-, CA Vacant APN : 374-440-06, CA

From:

This is to give you notice that ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	Charge or range of charges
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

## FOR TRANSACTIONS WHERE STEWART TITLE OF CALIFORNIA IS NOT CLOSING ESCROW

 
 STCA Order Number:
 01180-202813

 Subject Property Address:
 Vacant APN : 359-032-38-00, CA Vacant APN : 374-210-08-00, CA 1908 90th Street West, CA 775 85th Street West, CA Vacant APN : 374-250-03-00, CA 502 85th Street West, CA Vacant APN : 374-440-05-, CA Vacant APN : 374-440-06, CA

 Subject Property APN:
 359-032-38-00

## ACKNOWLEDGMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF "AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT" AND "STG PRIVACY NOTICE FOR STEWART TITLE COMPANIES"

The undersigned hereby acknowledge that I/we have received, read, understand and approve 's "Affiliated Business Arrangement Disclosure Statement" and "STG Privacy Notice for Stewart Title Companies", provided to me/us in connection with the above captioned matter.

Read and signed on the 28th day of February, 2016

Antelope Valley East Kern Water Agency

#### Exhibit A (Revised 06-03-11)

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

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

(a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not
  excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for
  value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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

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

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

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

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

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

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

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear 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.

#### 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:

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

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

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness 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) which 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, which are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

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

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

4.

(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.

- 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) which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are 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.

WARNING: THIS DOCUMENT MUST BE COMPLETED IN ITS ENTIRETY (1 THROUGH 9, BELOW MUST BE FILLED IN) FOR IT TO BE ACCEPTED BY . IF THIS IS NOT COMPLETED WILL REQUIRE A COMPLETE COPY OF THE TRUST, WITH A SIGNED AND ACKNOWLEDGED AFFIDAVIT.

TRUSTEE CERTIFICATE (California Probate Code Section 18100.5)

SCETRUST

## STG Privacy Notice Stewart Title Companies

#### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a</i> <i>Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

#### SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<ul> <li>We collect your personal information, for example, when you <ul> <li>request insurance-related services</li> <li>provide such information to us</li> </ul> </li> <li>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</li> </ul>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

*Contact us: If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 01180-202813

Order No. 01180-202813

## AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

# stewart title

Kaz Bernath Stewart Title of California, Inc. 11870 Pierce St Ste 100 Riverside, CA 92505 Phone: (951) 276-2700 Fax: KBernath@stewart.com

## PRELIMINARY REPORT

Order No.:01180-202814Title Unit No.:7435Your File No.:16000330183Buyer/Borrower Name::Seller Name:Bayshore Kern

Property Address: Vacant APN : 374-011-08-00-0, CA

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company 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 referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

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

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

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

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

Dated as of January 25, 2016 at 7:30 a.m.

Kaz Bernath, Title Officer

When replying, please contact: Kaz Bernath, Title Officer

## PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

- □ CLTA Standard Coverage Policy
- □ CLTA/ALTA Homeowners Policy
- □ 2006 ALTA Owner's Policy
- □ 2006 ALTA Loan Policy
- □ ALTA Short Form Residential Loan Policy
- Report Only

## SCHEDULE A

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

A Fee

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

ADM Investments, LLC, a California limited liability company

## **LEGAL DESCRIPTION**

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

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SURVEYOR GENERAL.

EXCEPTING 1/16TH OF ALL OIL, GAS HYDROCARBONS AND OTHER MINERALS WHICH MAY BE SUBTERRANEOUSLY LOCATED OR DISCOVERED ON THE PROPERTY HEREIN DESCRIBED, AS RESERVED IN DEED DATED NOVEMBER 24, 1925 FROM JAS E. WHEAT AND LUNA M. WHEAT, HUSBAND AND WIFE, TO OSCAR FRY AND PAULINE FRY, HUSBAND AND WIFE, RECORDED NOVEMBER 26, 1926 IN <u>BOOK 155, PAGE 329</u>, OF OFFICIAL RECORDS. THEREIN, THE GRANTEES, THEIR HEIRS, ADMINISTRATORS, EXECUTORS AND ASSIGNS AGREE THAT THE EXPLOITING AND DRILLING FOR, DEVELOPING, PRODUCING, EXTRACTING, BRINGING TO THE SURFACE AND OBTAINING OF ALL OIL, GAS, HYDROCARBONS AND OTHER MINERALS SHALL BE AT THE SOLE COST AND EXPENSE OF THE GRANTEES, THEIR HEIRS, EXECUTORS, ADMINISTRATOR AND ASSIGNS, AND THE SAID GRANTEES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS AGREE TO PAY TO SAID GRANTORS IN MONEY 1/16TH OF THE MARKET PRICE AT THE WELL OR WELLS, OR ALL OIL, GAS, HYDROCARBON AND/OR OTHER MINERALS PRODUCED OR EXTRACTED FROM SAID LAND.

EXCEPTING UNTO AMBERLAND CORPORATION, A CALIFORNIA CORPORATION 1/2 OF 2/16TH OF ALL OIL, GAS, HYDROCARBONS AND ALL OTHER MINERALS BELOW A DEPTH OF 500 FEET BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED MARCH 11, 1987 IN BOOK 5978, PAGE 2344, OFFICIAL RECORDS.

EXCEPTING UNTO AMBERLAND CORPORATION, A CALIFORNIA CORPORATION 2/16THS OF 1/2 OF ALL OIL, GAS, HYDROCARBONS AND ALL OTHER MINERALS BELOW A DEPTH OF 500 FEET BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED MARCH 17, 1987 IN <u>BOOK 5981, PAGE 87</u>, OFFICIAL RECORDS.

EXCEPTING UNTO AMBERLAND CORPORATION, A CALIFORNIA CORPORATION, 1/16THS OF 1/2 OF ALL OIL, GAS, HYDROCARBONS AND ALL OTHER MINERALS BELOW A DEPTH OF 500 FEET BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED MARCH 17, 1987 IN BOOK 5981, PAGE 92, OFFICIAL RECORDS.

EXCEPTING UNTO AMBERLAND CORPORATION, A CALIFORNIA CORPORATION 2/16THS OF 1/2 OF ALL OIL, GAS, HYDROCARBONS AND ALL OTHER MINERALS BELOW A DEPTH OF 500 FEET BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED MARCH 18, 1987 IN BOOK 5981, PAGE 1354, OFFICIAL RECORDS.

APN: <u>374-011-08-00-0</u> (End of Legal Description)

THE MAP ATTACHED THROUGH THE HYPERLINK ABOVE IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

## SCHEDULE B

# At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

#### Taxes:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2016 2017.
- B. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2015 2016:

1st Installment	: \$1,116.40 Paid
2nd Installment	: \$1,116.40 Open
Parcel No.	: 374-011-08-00-0
Code Area	: 119-004

- C. 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.
- D. Assessments, if any, for Community Facility Districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.

#### Exceptions:

- 1. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
- 2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 3. Rights, rights of way, reservations and exceptions in the Patent recorded November 30, 1926 in <u>Book 154, Page 369</u>, of Official Records.
- 4. An easement for poles and rights incidental thereto in favor of Southern California Edison Company as set forth in a document recorded March 21, 1956 in <u>Book 2580, Page 342</u>, of Official Records, affects said easement is more particularly described in the above mentioned document.
- An easement for ingress and egress and rights incidental thereto in favor of Shirley B. Beery, a single woman as set forth in a document recorded March 31, 1977 in <u>Book 5017, Page 1566</u>, of Official Records, affects said easement is more particularly described in the above mentioned document.

Said document was re-recorded March 30, 1978 in <u>Book 5099, Page 1275</u>, of Official Records.

- An easement for water pipe lines and rights incidental thereto in favor of Shirley B. Beery, a widow as set forth in a document recorded November 23, 1977 in <u>Book 5071, Page 1298</u>, of Official Records, affects said easement is more particularly described in the above mentioned document.
- 7. An easement for ingress, egress, road purposes and rights incidental thereto in favor of Shirley B. Beery as set forth in a document recorded September 9, 1983 in <u>Book 5587, Page 1241</u>, of

Official Records, affects said easement is more particularly described in the above mentioned document.

8. Rights of parties in possession.

Type/Rev: PVA

(End of Exceptions)

## **NOTES AND REQUIREMENTS**

For transactions where Stewart Title of California, Inc. is not the settlement/closing agent, a signed and dated copy of the attached "Acknowledgment of Receipt, Understanding and Approval of Affiliated Business Arrangement Disclosure Statement and STG Privacy Notice for Stewart Title Companies", will be required prior to recording.

A. This Company will require the following documents in order to insure a conveyance or encumbrance by the limited liability company named below:

Limited liability company: ADM Investments, LLC, a California limited liability company

a. A certified copy of the articles of organization (LLC-1), and any amendment (LLC-2) or restatement (LLC-10) to be recorded in the appropriate county.

b. A copy of the operating agreement and any amendment.

c. Evidence that the limited liability company remains in good standing with active status.

- d. Other requirements that the Company may set forth following its review of said documents.
- B. 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 your title officer immediately for further review.

## CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

### EXHIBIT "A"

#### LEGAL DESCRIPTION

Order No.: 01180-202814 Escrow No.: 01180-202814

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

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SURVEYOR GENERAL.

EXCEPTING 1/16TH OF ALL OIL, GAS HYDROCARBONS AND OTHER MINERALS WHICH MAY BE SUBTERRANEOUSLY LOCATED OR DISCOVERED ON THE PROPERTY HEREIN DESCRIBED, AS RESERVED IN DEED DATED NOVEMBER 24, 1925 FROM JAS E. WHEAT AND LUNA M. WHEAT, HUSBAND AND WIFE, TO OSCAR FRY AND PAULINE FRY, HUSBAND AND WIFE, RECORDED NOVEMBER 26, 1926 IN <u>BOOK 155, PAGE 329</u>, OF OFFICIAL RECORDS. THEREIN, THE GRANTEES, THEIR HEIRS, ADMINISTRATORS, EXECUTORS AND ASSIGNS AGREE THAT THE EXPLOITING AND DRILLING FOR, DEVELOPING, PRODUCING, EXTRACTING, BRINGING TO THE SURFACE AND OBTAINING OF ALL OIL, GAS, HYDROCARBONS AND OTHER MINERALS SHALL BE AT THE SOLE COST AND EXPENSE OF THE GRANTEES, THEIR HEIRS, EXECUTORS, ADMINISTRATOR AND ASSIGNS, AND THE SAID GRANTEES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS AGREE TO PAY TO SAID GRANTORS IN MONEY 1/16TH OF THE MARKET PRICE AT THE WELL OR WELLS, OR ALL OIL, GAS, HYDROCARBON AND/OR OTHER MINERALS PRODUCED OR EXTRACTED FROM SAID LAND.

EXCEPTING UNTO AMBERLAND CORPORATION, A CALIFORNIA CORPORATION 1/2 OF 2/16TH OF ALL OIL, GAS, HYDROCARBONS AND ALL OTHER MINERALS BELOW A DEPTH OF 500 FEET BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED MARCH 11, 1987 IN BOOK 5978, PAGE 2344, OFFICIAL RECORDS.

EXCEPTING UNTO AMBERLAND CORPORATION, A CALIFORNIA CORPORATION 2/16THS OF 1/2 OF ALL OIL, GAS, HYDROCARBONS AND ALL OTHER MINERALS BELOW A DEPTH OF 500 FEET BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED MARCH 17, 1987 IN BOOK 5981, PAGE 87, OFFICIAL RECORDS.

EXCEPTING UNTO AMBERLAND CORPORATION, A CALIFORNIA CORPORATION, 1/16THS OF 1/2 OF ALL OIL, GAS, HYDROCARBONS AND ALL OTHER MINERALS BELOW A DEPTH OF 500 FEET BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED MARCH 17, 1987 IN BOOK 5981, PAGE 92, OFFICIAL RECORDS.

EXCEPTING UNTO AMBERLAND CORPORATION, A CALIFORNIA CORPORATION 2/16THS OF 1/2 OF ALL OIL, GAS, HYDROCARBONS AND ALL OTHER MINERALS BELOW A DEPTH OF 500 FEET BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED MARCH 18, 1987 IN BOOK 5981, PAGE 1354, OFFICIAL RECORDS.

APN: 374-011-08-00-0

(End of Legal Description)

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: February 04, 2016

Escrow No.: 01180-202814

Property: Vacant APN : 374-011-08-00-0, CA

From:

This is to give you notice that ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	Charge or range of charges
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

## FOR TRANSACTIONS WHERE STEWART TITLE OF CALIFORNIA IS NOT CLOSING ESCROW

STCA Order Number: Subject Property Address: Subject Property APN: 01180-202814 Vacant APN : 374-011-08-00-0, CA 374-011-08-00-0

## ACKNOWLEDGMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF "AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT" AND "STG PRIVACY NOTICE FOR STEWART TITLE COMPANIES"

The undersigned hereby acknowledge that I/we have received, read, understand and approve 's "Affiliated Business Arrangement Disclosure Statement" and "STG Privacy Notice for Stewart Title Companies", provided to me/us in connection with the above captioned matter.

Read and signed on the 28th day of February, 2016

Bayshore Kern

#### Exhibit A (Revised 06-03-11)

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

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

(a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not
  excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for
  value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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

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

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

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

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

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

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

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear 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.

#### 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:

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

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

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness 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) which 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, which are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

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

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

4.

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.

- 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) which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are 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.

## STG Privacy Notice Stewart Title Companies

#### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a</i> <i>Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

#### SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<ul> <li>We collect your personal information, for example, when you <ul> <li>request insurance-related services</li> <li>provide such information to us</li> </ul> </li> <li>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</li> </ul>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

*Contact us: If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 01180-202814

Order No. 01180-202814

## AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

# stewart title

Kaz Bernath Stewart Title of California, Inc. 11870 Pierce St Ste 100 Riverside, CA 92505 Phone: (951) 276-2700 Fax: KBernath@stewart.com

## PRELIMINARY REPORT

Order No.:01180-202815Title Unit No.:7435Your File No.:16000330184Buyer/Borrower Name::Seller Name:James T Hsu

Property Address: Vacant APN : 374-011-11-00, CA Vacant APN : 374-011-04-00, CA

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company 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 referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

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

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

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

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

Dated as of January 25, 2016 at 7:30 a.m.

Kaz Bernath, Title Officer

When replying, please contact: Kaz Bernath, Title Officer

## PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

- □ CLTA Standard Coverage Policy
- □ CLTA/ALTA Homeowners Policy
- □ 2006 ALTA Owner's Policy
- □ 2006 ALTA Loan Policy
- □ ALTA Short Form Residential Loan Policy
- Preliminary Search

## SCHEDULE A

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

#### Fee

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

Daniel Ming-Chung Tsai, a single man, as to an undivided 25% Interest; Richard Ming-Hsing Tsai, a single man, as to an undivided 25% interest; Vivian M. Teal, a married woman, as her sole and separate property, as to an undivided 35% interest and James T. Hsu, a married man, as his sole and separate property, as to an undivided 15% interest, all as their interests may appear of record and subject to Item 6 in Schedule "B".

## LEGAL DESCRIPTION

## The land referred to herein is situated in the State of California, County of Kern Unincorporated and described as follows:

#### PARCEL 1:

The Southeast quarter of Section 20, Township 9 North, Range 13 West, S.B.B.M., in the unincorporated area of the County of Kern, State of California, as per the Official Plat thereof on file in the Office of the Surveyor General.

EXCEPT]NG THEREFROM 1/2 of all oil, gas and other hydrocarbon substances and minerals for a period of 25 years from date as excepted and reserved in Deed recorded January 25, 1952 in Book 1891, Page 429 executed by Irene A. Krumsiek (also known as Irene Krurnsiek), a widow, and Muriel J, Krumsiek, a single woman to Ada L. Tucker, a married woman, said Deed further recites as follows: "At the expiration of said 25-year period, said reservation shall terminate and be at an end, and said 1/2 of all oil, gas and other hydrocarbon substances and minerals shall revert and become vested in the Grantee, her successors and assigns."

#### PARCEL 2:

The Northeast quarter of Section 29, Township 9 North, Range 13 West, S.B,B.M., in the unincorporated area of the County of Kern, State of California, as per the Official Plat thereof on file in the Office of the Surveyor General.

EXCEPTING THEREFROM the Northeast quarter of Section 29, the Northerly 268.21 feet of the Westerly 26821 feet,

EXCEPTING THEREFROM 1/2 of all oil, gas, and other hydrocarbon substances and minerals for a period of 25 years from date as excepted and reserved in Deed recorded January 25, 1952 in <u>Book 1891</u>, <u>Page 429</u> executed by Irene A. Krumsiek (also known as Irene Krumsiek), a widow, and Muriel J. Krumsiek, a single woman to Ada L. Tucker, a married woman, said Deed further recites as follows; "At the expiration of said 25-year period, said reservation shall terminate and be at an end, and said 1/2 of all oil, gas and other hydrocarbon substances and minerals shall revert and become vested in the Grantee, her successors and assigns."

#### PARCEL 3:

The Northerly 268.21 feet of the Westerly 268.21 feet of the Northeast quarter of Section 29, Township 9 North, Range 13 West, S,B,B.M., in the unincorporated area of the County of Kern, State of California, as per the Official Plat thereof on file in the Office of the Surveyor General.

EXCEPTING THEREFROM 1/2 of all oil, gas and other hydrocarbon substances and minerals for a period of 25 years from dated as excepted in Deed recorded November 22, 1955 in <u>Book 2519, Page 281</u> executed by Reginald C. Stoner and Lucille Stoner, husband and wife to Alex R. Leshin and Rose B. Leshin, husband and wife, as joint tenants, said Deed further recites as follows: "At the expiration of said 25 year period, said reservation shall terminate and be at an end, and said 1/2 of all oil, gas and other hydrocarbon substances and minerals shall revert and become vested in the grantees, their successors and assigns."

(End of Legal Description)

APN: <u>374-011-04-00;</u> <u>374-011-11-00</u>

THE MAP ATTACHED THROUGH THE HYPERLINK ABOVE IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON.

FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

## SCHEDULE B

# At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

#### Taxes:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2016 2017.
- B. The lien of supplemental 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.
- C. Assessments, if any, for Community Facility Districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.

#### Exceptions:

- 1. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
- 2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 3. An easement for public highway purposes affecting a portion of said land lying within the lines of 80th Street West.
- 4. An easement for public utilities and rights incidental thereto in favor of Southern California Edison Company, a corporation as set forth in a document recorded February 4, 1964, in <u>Book 3689</u>, <u>Page 140</u>, of Official Records, affects the Northerly 10 feet of the Southerly 37 feet of the Easterly 900 feet of aid land.

Said Matter Affects: Parcel 1

- An easement for public utilities and rights incidental thereto in favor of Southern California Edison Company, a corporation as set forth in a document recorded March 8, 1966, in <u>Book 3925, Page</u> <u>696</u>, of Official Records, affects the Westerly 10 feet of the Southerly 1800 feet of said land.
- Any right, title, or interest of Jui Kuang Lin, M.D. Inc. defined Benefit Pension Plan or those claiming an interest by, through, or under that person, as disclosed by instrument recorded December 27, 2012 <u>as Instrument No. 0212188579</u>, of Official Records.
- 7. Rights of parties in possession.
- 8. We will require a Statement of Information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matter which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties: All

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

Typist/Rev. H.P. 02-05-16

(End of Exceptions)

## NOTES AND REQUIREMENTS

For transactions where Stewart Title of California, Inc. is not the settlement/closing agent, a signed and dated copy of the attached "Acknowledgment of Receipt, Understanding and Approval of Affiliated Business Arrangement Disclosure Statement and STG Privacy Notice for Stewart Title Companies", will be required prior to recording.

- A. This Company will require that a full copy of any unrecorded leases together with all supplements and amendments or a certified rent roll be furnished to the Company, before issuing any policy of title insurance. Additional exceptions may be added to this report following the review of these requested materials.
- B. There are no conveyances affecting said land, recorded with the County Recorder within 24 months of the date of this report.
- C. Property taxes for the fiscal year 2015 2016 shown below are paid. For proration purposes the amounts are:
  1st Installment : \$1,345.67
  2nd Installment : \$1,345.67

Parcel No.	: 374-011-04-00
Code Area	: 119-004

D. Property taxes for the fiscal year 2015 - 2016 shown below are paid. For proration purposes the amounts are:

1st Installment	: \$824.94
2nd Installment	: \$824.93
Parcel No.	: 374-011-11-00
Code Area	: 119-004

## CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

## EXHIBIT "A"

#### LEGAL DESCRIPTION

Order No.: 01180-202815 Escrow No.: 01180-202815

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

PARCEL 1:

The Southeast quarter of Section 20, Township 9 North, Range 13 West, S.B.B.M., in the unincorporated area of the County of Kern, State of California, as per the Official Plat thereof on file in the Office of the Surveyor General.

EXCEPT]NG THEREFROM 1/2 of all oil, gas and other hydrocarbon substances and minerals for a period of 25 years from date as excepted and reserved in Deed recorded January 25, 1952 in Book 1891, Page 429 executed by Irene A. Krumsiek (also known as Irene Krunsiek), a widow, and Muriel J, Krumsiek, a single woman to Ada L. Tucker, a married woman, said Deed further recites as follows: "At the expiration of said 25-year period, said reservation shall terminate and be at an end, and said 1/2 of all oil, gas and other hydrocarbon substances and minerals shall revert and become vested in the Grantee, her successors and assigns."

#### PARCEL 2:

The Northeast quarter of Section 29, Township 9 North, Range 13 West, S.B,B.M., in the unincorporated area of the County of Kern, State of California, as per the Official Plat thereof on file in the Office of the Surveyor General.

EXCEPTING THEREFROM the Northeast quarter of Section 29, the Northerly 268.21 feet of the Westerly 26821 feet,

EXCEPTING THEREFROM 1/2 of all oil, gas, and other hydrocarbon substances and minerals for a period of 25 years from date as excepted and reserved in Deed recorded January 25, 1952 in <u>Book 1891</u>, <u>Page 429</u> executed by Irene A. Krumsiek (also known as Irene Krumsiek), a widow, and Muriel J. Krumsiek, a single woman to Ada L. Tucker, a married woman, said Deed further recites as follows; "At the expiration of said 25-year period, said reservation shall terminate and be at an end, and said 1/2 of all oil, gas and other hydrocarbon substances and minerals shall revert and become vested in the Grantee, her successors and assigns."

#### PARCEL 3:

The Northerly 268.21 feet of the Westerly 268.21 feet of the Northeast quarter of Section 29, Township 9 North, Range 13 West, S,B,B.M., in the unincorporated area of the County of Kern, State of California, as per the Official Plat thereof on file in the Office of the Surveyor General.

EXCEPTING THEREFROM 1/2 of all oil, gas and other hydrocarbon substances and minerals for a period of 25 years from dated as excepted in Deed recorded November 22, 1955 in <u>Book 2519, Page 281</u> executed by Reginald C. Stoner and Lucille Stoner, husband and wife to Alex R. Leshin and Rose B. Leshin, husband and wife, as joint tenants, said Deed further recites as follows: "At the expiration of said 25 year period, said reservation shall terminate and be at an end, and said 1/2 of all oil, gas and other hydrocarbon substances and minerals shall revert and become vested in the grantees, their successors and assigns."

APN: 374-011-11-00 and 374-011-04

(End of Legal Description)

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: February 05, 2016

Escrow No.: 01180-202815

Property: Vacant APN : 374-011-11-00, CA Vacant APN : 374-011-04-00, CA

From:

This is to give you notice that ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	Charge or range of charges
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

## FOR TRANSACTIONS WHERE STEWART TITLE OF CALIFORNIA IS NOT CLOSING ESCROW

STCA Order Number: Subject Property Address: Subject Property APN: 01180-202815 Vacant APN : 374-011-11-00, CA Vacant APN : 374-011-04-00, CA 374-011-11-00

## ACKNOWLEDGMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF "AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT" AND "STG PRIVACY NOTICE FOR STEWART TITLE COMPANIES"

The undersigned hereby acknowledge that I/we have received, read, understand and approve 's "Affiliated Business Arrangement Disclosure Statement" and "STG Privacy Notice for Stewart Title Companies", provided to me/us in connection with the above captioned matter.

Read and signed on the 28th day of February, 2016

James T Hsu

### Exhibit A (Revised 06-03-11)

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

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

(a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not
  excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for
  value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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

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

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

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

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

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

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

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear 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.

#### 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:

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

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

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness 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) which 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, which are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

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

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

4.

(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.

- 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) which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are 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.

## STG Privacy Notice Stewart Title Companies

#### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a</i> <i>Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

#### SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<ul> <li>We collect your personal information, for example, when you <ul> <li>request insurance-related services</li> <li>provide such information to us</li> </ul> </li> <li>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</li> </ul>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

*Contact us: If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 01180-202815

Order No. 01180-202815

# AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

# stewart title

Kaz Bernath Stewart Title of California, Inc. 11870 Pierce St Ste 100 Riverside, CA 92505 Phone: (951) 276-2700 Fax: KBernath@stewart.com

# PRELIMINARY REPORT

Order No.:01180-254306Title Unit No.:7435Your File No.::Buyer/Borrower Name::Seller Name:Antelope Valley East Kern Water Agency

Property Address: Apn 374-200-29-00, CA Apn 374-200-30-00, CA Apn 374-200-56-00, CA Apn 374-200-57-00, CA Apn 374-200-54-00, CA Apn 374-200-55-00, CA Apn 374-020-40-00, CA Apn 374-020-42-00, CA

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company 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 referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

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

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

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

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

Dated as of January 06, 2017 at 7:30 a.m.

Kaz Bernath, Title Officer

When replying, please contact: Kaz Bernath, Title Officer

# **PRELIMINARY REPORT**

The form of Policy of Title Insurance contemplated by this report is:

- □ CLTA Standard Coverage Policy
- □ CLTA/ALTA Homeowners Policy
- □ 2006 ALTA Owner's Policy
- □ 2006 ALTA Loan Policy
- □ ALTA Short Form Residential Loan Policy
- Report Only

# SCHEDULE A

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

A Fee

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

Antelope Valley East Kern Water Agency, a public water agency

# LEGAL DESCRIPTION

# The land referred to herein is situated in the State of California, County of Kern Unincorporated and described as follows:

PARCEL 1:

The Northwest Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 28, Township 9 North, Range 13 West, San Bernardino Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except 1/3 of all oil and mineral rights for a period of 10 years and as long thereafter as oil and other hydrocarbon substances are being produced in commercial quantities, as reserved in the deed from Lee W. Thomas, a widower, and May Sperbeck, a widow, recorded June 19, 1952 in <u>Book 1953, Page 175</u>, of Official Records.

APN: 374-200-29-00

PARCEL 2:

The Northeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 28, Township 9 North, Range 13 West, San Bernardino Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except 1/3 of all oil and mineral rights for a period of 10 years and as long thereafter as oil and other hydrocarbon substances are being produced in commercial quantities, as reserved in the deed from Lee W. Thomas, a widower, and May Sperbeck, a widow, recorded June 19, 1952 in <u>Book 1953, Page 175</u>, of Official Records.

APN: 374-200-30-00

PARCEL 3:

Parcels 3 and 4 of Parcel Map 8855, in the unincorporated area of County of Kern, State of California, as per Map filed in <u>Book 39, Page 11</u>, of Parcel Maps, in the Office of the County Recorder of said County.

Except 1/3 of all oil and mineral rights for a period of 10 years and as long thereafter as oil and other hydrocarbon substances are being produced in commercial quantities, as reserved in the deed from Lee W. Thomas, a widower, and May Sperbeck, a widow, recorded June 19, 1952 in <u>Book 1953, Page 175</u>, of Official Records.

APN: 374-200-56-00 & 374-200-57-00

PARCEL 4:

Parcels 1 and 2 of Parcel Map 8855, in the unincorporated area of County of Kern, State of California, as per Map filed in <u>Book 39, Page 11</u>, of Parcel Maps, in the Office of the County Recorder of said County.

Except 1/3 of all oil and mineral rights for a period of 10 years and as long thereafter as oil and other hydrocarbon substances are being produced in commercial quantities, as reserved in the deed from Lee W. Thomas, a widower, and May Sperbeck, a widow, recorded June 19, 1952 in <u>Book 1953, Page 175</u>, of Official Records.

APN: 374-200-54-00 & 374-200-55-00

PARCEL 5:

Parcels 1 and 2 as shown on that certain Parcel Map No. 7041, filed in the Office of the County Recorder of the County of Kern, State of California, on December 29, 1983 in <u>Book 30, of Maps Page 87</u>.

Excepting therefrom an undivided 1/4 interest in the oil, gas and other minerals and mineral rights, whether metallic or non-metallic, in and under the lands described herein, with the perpetual right of ingress and egress to and from said land for the purpose of drilling, exploring and mining and in every way operating for such minerals and removing the same, as reserved in the deed from Henry T. Shumake et ux, recorded January 8, 1960 in <u>Book 3227, Page 133</u>, as Instrument No. 1098, of Official Records.

APN: 374-020-40-00 & 374-020-42-00

(End of Legal Description)

APN: <u>374-200-29-00</u>, <u>374-200-30-00</u>, <u>374-200-56-00</u>, <u>374-200-57-00</u>, <u>374-200-54-00</u>, <u>374-200-55-00</u>, <u>374-020-40-00</u>, and <u>374-020-42-00</u>

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

# SCHEDULE B

# At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

#### Taxes:

A. General and special city and/or county taxes, bonds or assessments which may become due on said land, if an when title to said land is not longer vested in a government or quasi-governmental agency. Tax parcel(s) for said land are currently shown as APN: 374-200-29-00; 374-200-30-00; 374-200-54-00; 374-200-55-00; 374-200-56-00; 374-200-57-00; 374-020-40-00 & 374-020-42-00.

#### Exceptions:

- 1. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
- 2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

THE FOLLOWING MATTERS AFFECTS PARCELS 1 THROUGH 4

3. Reservations contained in the Patent

From: The United States of America To: Lucy W. Hill Recorded: May 13, 193 in <u>Book 15, Page 383</u>, of Patents

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts, and the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the Authority of the United States.

Affects: Parcels 1 - 4

- 4. An easement for public utilities easement and rights incidental thereto in favor of Southern California Edison Company, a Corporation as set forth in a document recorded March 29, 1955 in <u>Book 2398, Page 81</u>, of Official Records, affects Westerly 10 feet, 34 feet of portion of Parcel 2, Parcels 1 and 4 of Parcel Map No. 8855, recorded in <u>Book 39, Page 11</u>.
- An easement for ingress and egress and road purposes and rights incidental thereto in favor of the adjacent property owners and the public in general as set forth in a document recorded February 28, 1972 in <u>Book 4639, Page 524</u>, of Official Records, affects Parcels 2, 3 and 4.
- An easement for public road and utility purposes to be used in common with others and rights incidental thereto in favor of John M. Wheeler, a single man as set forth in a document recorded February 29, 1972 in <u>Book 4640, Page 405</u>, of Official Records, affects the South 30 feet of

Parcels 3 and 4 of Parcel Map 8855, being a portion of Parcel 3; and the North 30 feet of Parcel 2.

- An easement for public road and utility purposes and rights incidental thereto in favor of William R. Wheeler and Adaline H. Wheeler, husband and wife as set forth in a document recorded February 29, 1972 in <u>Book 4640, Page 406</u>, of Official Records, affects the North 30 feet of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 28, Township 9 North, Range 13 West, being a portion of Parcel 2.
- An easement for public roads and utility purposes to be used in common with others and rights incidental thereto in favor of Ellen M. Dearing, a widow as set forth in a document recorded February 29, 1972 in <u>Book 4640, Page 406</u>, of Official Records, affects the South 30 feet of Parcels 3 and 4 of <u>Parcel Map 8855</u>, being a portion of Parcel 3.
- An easement for public road and utility purposes and rights incidental thereto in favor of William R. Wheeler and Adaline H. Wheeler, husband and wife as set forth in a document recorded February 29, 1972, in <u>Book 4640, Page 407</u>, Office of the County Recorder, affects the South 30 feet of Parcels 1 and 2 of <u>Parcel Map 8855</u>, being a portion of Parcel 4.
- An easement for public road and utility purposes and rights incidental thereto as reserved in a document reserved by William R. Wheeler and Adaline H. Wheeler, husband and wife, recorded in <u>Book 5124, Page 40</u>, of Official Records, which affects the South 30 feet thereof.
- 11. An easement for public road and utility purposes and rights incidental thereto in favor of Ellen M. Dearing, a widow as set forth in a document recorded July 12, 1978 in <u>Book 5124, Page 48</u>, of Official Records, affects the North 30 feet of the Northeast quarter of the Southeast Quarter of Section 28, Township 9 North, Range 13 West, being a portion of Parcel 2.
- 12. An easement for public road and utility purposes and rights incidental thereto in favor of Ranee Beery as set forth in a document recorded July 12, 1978 as Instrument <u>No. 2931, in Book 5124,</u> <u>Page 48</u>, of Official Records, affects the South 30 feet of Parcels 3 and 4 of <u>Parcel Map 8855</u>, being a portion of Parcel 3.
- An easement for public road and utility purposes and rights incidental thereto in favor of Shirley Beery, a widow as set forth in a document recorded July 12, 1978 in <u>Book 5124, Page 59</u>, of Official Records, affects the North 30 feet of Parcels 1 and 2 of <u>Parcel Map 8855</u>, being portion of Parcel 3 and 4.
- 14. An easement for public utilities, ingress, egress and road purposes and rights incidental thereto in favor of the public in general as set forth in a document recorded September 9, 1989 as Instrument <u>No. 041833 in Book 6288, Page 0904</u>, of Official Records, affects Parcels 2, 3 and 4.

This Grant shall be irrevocable and shall be binding on the Grantors, the heirs, Executors, Administrators, Successors and Assigns.

Said easement to be kept open, clear and free buildings and structures of any kind.

15. The matters contained in notes and recitals on the Parcel Maps No. 8855, recorded in <u>Book 39,</u> <u>Page 11</u>.

THE FOLLOWING MATTERS AFFECTS PARCEL 5

16. Reservations contained in the Patent

From: The United States of America To: Hosea B. Stafford Recorded: April 5, 1915 in <u>Book 16, Page 388</u>, of Patents Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts, and the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the Authority of the United States.

17. An easement for public highway purposes and rights incidental thereto in favor of County of Kern as set forth in a document recorded March 27, 1956 in <u>Book 2583, Page 248</u>, of Official Records, affects the South 30 feet of Parcels 1 of Parcel Map 7041.

At the date of said Deeds, grantors Halbert E. Thompson and B. Lydia Thompson, had no record interest in said land.

18. An easement for ingress and egress and road purposes and rights incidental thereto in favor of the public in general as set forth in a document recorded December 13, 1983 as Instrument No. 64715, in <u>Book 5614, Page 393</u>, of Official Records, affects the South 30 feet of said Parcel 1 of Parcel Map 7041 and the West 30 feet of Parcel 1 and 2 of said Parcel Map and a triangular parcel in the Southwest Quarter of said Parcel 1, as described therein.

Said document was re-recorded December 29, 1983 in <u>Book 5618, Page 1975</u>, of Official Records.

19. An easement for ingress and egress and road purposes and rights incidental thereto in favor of County of Kern as set forth in a document recorded December 13, 1983 as Instrument <u>No. 64715</u>, <u>in Book 5614</u>, <u>Page 393</u>, of Official Records, affects the South 55 feet of Parcel 1 of Parcel Map 7014 and the West 55 feet of Parcels 1 and 2 of said Parcel Map and a triangular parcel in the Southwest corner of Parcel 1, as described therein.

Said document was re-recorded December 29, 1983 in <u>Book 5618, Page 1975</u>, of Official Records.

Said easement was disclosed by an Offer to Dedicate.

20. Notes and Recitals on the Map of Parcel Map No. 7041, in <u>Book 30, Page 87</u>, of Parcel Maps, as follows:

1. All of the area within this Parcel Map is subject to flooding from the combined 100 -year flow of Antelope Valley streams with a depth of about 15 feet and an average velocity of about 2.5 feet per second.

2. Development within the Floodplain - Second Zone shall comply with the County Ordinances G-1976, G-2755, G-2425 and G-2936 and the latest revisions thereof.

3. Permanent structures, including mobilehomes and water wells, located within this Parcel Map (Floodplain - Secondary Zone) shall be elevated and or protected to 2.5 feet above prevailing natural ground level.

4. Properties shown on this map are a low-level military testing flight path and may subject to periodic high noise levels.

THE FOLLOWING MATTERS AFFECTS ALL PARCELS

21. There are no conveyances affecting said land, recorded with the County Recorder within 24 months of the date of this report.

- 22. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary line disputes overlaps, encroachments, and any matters not of record, which would be disclosed by an accurate survey, and inspection of the land.
- 23. Matters which may be disclosed by an inspection or by a survey of said land satisfactory to this Company or by inquiry of the parties in possession thereof.

Type/Rev: PVA

(End of Exceptions)

# **NOTES AND REQUIREMENTS**

For transactions where Stewart Title of California, Inc. is not the settlement/closing agent, a signed and dated copy of the attached "Acknowledgment of Receipt, Understanding and Approval of Affiliated Business Arrangement Disclosure Statement and STG Privacy Notice for Stewart Title Companies", will be required prior to recording.

A. There are no conveyances affecting said land, recorded with the County Recorder within 24 months of the date of this report.

# CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

## EXHIBIT "A"

## LEGAL DESCRIPTION

Order No.: 01180-254306 Escrow No.: 01180-254306

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

PARCEL 1:

The Northwest Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 28, Township 9 North, Range 13 West, San Bernardino Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except 1/3 of all oil and mineral rights for a period of 10 years and as long thereafter as oil and other hydrocarbon substances are being produced in commercial quantities, as reserved in the deed from Lee W. Thomas, a widower, and May Sperbeck, a widow, recorded June 19, 1952 in <u>Book 1953, Page 175</u>, of Official Records.

APN: 374-200-29-00

PARCEL 2:

The Northeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 28, Township 9 North, Range 13 West, San Bernardino Meridian, in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

Except 1/3 of all oil and mineral rights for a period of 10 years and as long thereafter as oil and other hydrocarbon substances are being produced in commercial quantities, as reserved in the deed from Lee W. Thomas, a widower, and May Sperbeck, a widow, recorded June 19, 1952 in <u>Book 1953, Page 175</u>, of Official Records.

APN: 374-200-30-00

PARCEL 3:

Parcels 3 and 4 of Parcel Map 8855, in the unincorporated area of County of Kern, State of California, as per Map filed in <u>Book 39</u>, <u>Page 11</u>, of Parcel Maps, in the Office of the County Recorder of said County.

Except 1/3 of all oil and mineral rights for a period of 10 years and as long thereafter as oil and other hydrocarbon substances are being produced in commercial quantities, as reserved in the deed from Lee W. Thomas, a widower, and May Sperbeck, a widow, recorded June 19, 1952 in <u>Book 1953, Page 175</u>, of Official Records.

APN: 374-200-56-00 & 374-200-57-00

PARCEL 4:

Parcels 1 and 2 of Parcel Map 8855, in the unincorporated area of County of Kern, State of California, as per Map filed in <u>Book 39, Page 11</u>, of Parcel Maps, in the Office of the County Recorder of said County.

Except 1/3 of all oil and mineral rights for a period of 10 years and as long thereafter as oil and other hydrocarbon substances are being produced in commercial quantities, as reserved in the deed from Lee

W. Thomas, a widower, and May Sperbeck, a widow, recorded June 19, 1952 in <u>Book 1953, Page 175</u>, of Official Records.

APN: 374-200-54-00 & 374-200-55-00

PARCEL 5:

Parcels 1 and 2 as shown on that certain Parcel Map No. 7041, filed in the Office of the County Recorder of the County of Kern, State of California, on December 29, 1983 in <u>Book 30, of Maps Page 87</u>.

Excepting therefrom an undivided 1/4 interest in the oil, gas and other minerals and mineral rights, whether metallic or non-metallic, in and under the lands described herein, with the perpetual right of ingress and egress to and from said land for the purpose of drilling, exploring and mining and in every way operating for such minerals and removing the same, as reserved in the deed from Henry T. Shumake et ux, recorded January 8, 1960 in <u>Book 3227, Page 133</u>, as Instrument No. 1098, of Official Records.

APN: 374-020-40-00 & 374-020-42-00

APN: 374-200-29-00, 374-200-30-00, 374-200-56-00, 374-200-57-00, 374-200-54-00, 374-200-55-00, 374-020-40-00, and 374-020-42-00

(End of Legal Description)

# AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: January 20, 2017

Escrow No.: 01180-254306

Property: Apn 374-200-29-00, CA Apn 374-200-30-00, CA Apn 374-200-56-00, CA Apn 374-200-57-00, CA Apn 374-200-54-00, CA Apn 374-200-55-00, CA Apn 374-020-40-00, CA Apn 374-020-42-00, CA

From:

This is to give you notice that ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	Charge or range of charges
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

# FOR TRANSACTIONS WHERE STEWART TITLE OF CALIFORNIA IS NOT CLOSING ESCROW

STCA Order Number:	01180-254306
Subject Property Address:	Apn 374-200-29-00, CA Apn 374-200-30-00, CA Apn
	374-200-56-00, CA Apn 374-200-57-00, CA Apn 374-200-54-00,
	CA Apn 374-200-55-00, CA Apn 374-020-40-00, CA Apn
	374-020-42-00, CA
Subject Property APN:	374-200-29-00, 374-200-30-00, 374-200-56-00, 374-200-57-00,
	374-200-54-00, 374-200-55-00, 374-020-40-00, and
	374-020-42-00

# ACKNOWLEDGMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF "AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT" AND "STG PRIVACY NOTICE FOR STEWART TITLE COMPANIES"

The undersigned hereby acknowledge that I/we have received, read, understand and approve 's "Affiliated Business Arrangement Disclosure Statement" and "STG Privacy Notice for Stewart Title Companies", provided to me/us in connection with the above captioned matter.

Read and signed on the 3rd day of February, 2017

Antelope Valley East Kern Water Agency

### Exhibit A (Revised 06-03-11)

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

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

(a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not
  excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for
  value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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

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

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

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

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

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

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

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear 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.

#### 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:

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

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

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness 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) which 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, which are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

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

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

4.

(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.

- 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) which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are 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.

## STG Privacy Notice Stewart Title Companies

#### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a</i> <i>Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

#### SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<ul> <li>We collect your personal information, for example, when you <ul> <li>request insurance-related services</li> <li>provide such information to us</li> </ul> </li> <li>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</li> </ul>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

*Contact us: If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 01180-254306

Order No. 01180-254306

# AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.



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

Issuing Policies of Chicago Title Insurance Company

#### ORDER NO.: 00379600-021-DN1

Ticor Title Company of California 1500 Quail Street, 3rd Floor Newport Beach, CA 92660 ATTN: Arwen Estelle, CSEO Email: aestelle@ticortitle.com Escrow/Customer Phone: (714) 289-3300

Title Officer: **David Noble** Title Officer Phone: **(714) 289-3379** Title Officer Fax: **(949) 809-0676** Title Officer Email: **David.Noble@ticortitle.com** 

#### PROPERTY: VACANT, Rosamond, CA 93560

## AMENDED PRELIMINARY REPORT

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

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

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

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

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

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

Authorized Signature



By Attest Michael Gravelle, Secretary



## AMENDED PRELIMINARY REPORT

#### EFFECTIVE DATE: April 12, 2016 at 7:30 a.m., Amended: April 20, 2016, Amendment No. 1

### ORDER NO.: 00379600-021-DN1

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

#### ALTA Standard Owners Policy (6-17-06) ALTA Extended Loan Policy (6-17-06)

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

#### Fee Estate

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

Scott Harter and Kay Harter, husband and wife, as joint tenants

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

See Exhibit A attached hereto and made a part hereof.

## EXHIBIT "A"

## **LEGAL DESCRIPTION**

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

The Northwest quarter of the Northeast quarter of Section 32, Township 9 North, Range 13 West, San Bernardino Base and Meridian, in the unincorporated area, County of Kern, State of California, according to the Official Plat thereof.

APN: 374-250-04

## EXCEPTIONS

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

- 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 2016 2017.
- 2. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.:	374-250-04-00
Fiscal Year:	2015-2016
1st Installment:	\$870.24, Paid.
2nd Installment:	\$870.24, Paid
Code Area:	119-004

- 3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
- 4. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
- 5. Water rights, claims or title to water, whether or not disclosed by the public records.
- 6. 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.
- 7. Any discrepancies in boundary or area or any rights which may arise or exist which are disclosed by a Map of Survey on said land, recorded in Book 19, page(s) 105 of record of Surveys.
- 8. 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.
- 9. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
- 10. 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.

- 11. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
- 12. Notwithstanding the covered risks as set forth in the policy, the company does not insure against loss or damage by reason of a lack of a right of access to and from the Land.

### EXCEPTIONS (Continued)

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

## END OF EXCEPTIONS

## **REQUIREMENTS SECTION**

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

Party(s): All Parties

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

- NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.
- 2. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Sustainable Property Holdings, LLC

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

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

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

## END OF REQUIREMENTS

## **INFORMATIONAL NOTES SECTION**

- 1. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- 2. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

## END OF INFORMATIONAL NOTES

#### David Noble/am2

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

At Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our" or "we"), we value the privacy of our customers. This Privacy Notice explains how we collect, use, and protect your information and explains the choices you have regarding that information. A summary of our privacy practices is below. We also encourage you to read the complete Privacy Notice following the summary.

<b>Types of Information Collected.</b> You may provide us with certain personal information, like your contact information, social security number (SSN), driver's license, other government ID numbers, and/or financial information. We may also receive information from your Internet browser, computer and/or mobile device.	How Information is Collected. We may collect personal information directly from you from applications, forms, or communications we receive from you, or from other sources on your behalf, in connection with our provision of products or services to you. We may also collect browsing information from your Internet browser, computer, mobile device or similar equipment. This browsing information is generic and reveals nothing personal about the user.
<b>Use of Your Information.</b> We may use your information to provide products and services to you (or someone on your behalf), to improve our products and services, and to communicate with you about our products and services. We do not give or sell your personal information to parties outside of FNF for their use to market their products or services to you.	<b>Security Of Your Information</b> . We utilize a combination of security technologies, procedures and safeguards to help protect your information from unauthorized access, use and/or disclosure. We communicate to our employees about the need to protect personal information.
<b>Choices With Your Information.</b> Your decision to submit personal information is entirely up to you. You can opt-out of certain disclosures or use of your information or choose to not provide any personal information to us.	When We Share Information. We may disclose your information to third parties providing you products and services on our behalf, law enforcement agencies or governmental authorities, as required by law, and to parties with whom you authorize us to share your

## INFORMATIONAL NOTES (Continued)

	information.
<b>Information From Children.</b> We do not knowingly collect information from children under the age of 13, and our websites are not intended to attract children.	<b>Privacy Outside the Website.</b> We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.
Access and Correction. If you desire to see the information collected about you and/or correct any inaccuracies, please contact us in the manner specified in this Privacy Notice.	<b>Do Not Track Disclosures.</b> We do not recognize "do not track" requests from Internet browsers and similar devices.
<b>The California Online Privacy Protection Act.</b> Certain FNF websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.	<b>International Use.</b> By providing us with your information, you consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.
Your Consent To This Privacy Notice. By submitting information to us and using our websites, you are accepting and agreeing to the terms of this Privacy Notice.	<b>Contact FNF.</b> If you have questions or wish to contact us regarding this Privacy Notice, please use the contact information provided at the end of this Privacy Notice.

### INFORMATIONAL NOTES (Continued)

## FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

FNF respects and is committed to protecting your privacy. We pledge to take reasonable steps to protect your Personal Information (as defined herein) and to ensure your information is used in compliance with this Privacy Notice.

This Privacy Notice is only in effect for information collected and/or owned by or on behalf of FNF, including collection through any FNF website or online services offered by FNF (collectively, the "Website"), as well as any information collected offline (e.g., paper documents). The provision of this Privacy Notice to you does not create any express or implied relationship, nor create any express or implied duty or other obligation, between FNF and you.

#### **Types of Information Collected**

We may collect two types of information: Personal Information and Browsing Information.

<u>Personal Information</u>. The types of personal information FNF collects may include, but are not limited to:

- contact information (*e.g.*, name, address, phone number, email address);
- social security number (SSN), driver's license, and other government ID numbers; and
- financial account or loan information.

<u>Browsing Information</u>. The types of browsing information FNF collects may include, but are not limited to:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language;
- browser type;
- domain name system requests;
- browsing history;
- number of clicks;
- hypertext transfer protocol headers; and
- application client and server banners.

#### **How Information is Collected**

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

- applications or other forms we receive from you or your authorized representative, whether electronic or paper;
- communications to us from you or others;
- information about your transactions with, or services performed by, us, our affiliates or others; and
- information from consumer or other reporting agencies and public records that we either obtain directly from those entities, or from our affiliates or others.

We may collect Browsing Information from you as follows:

<u>Browser Log Files</u>. Our servers automatically log, collect and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user. • <u>Cookies</u>. From time to time, FNF may send a "cookie" to your computer when you visit the Website. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit the Website again, the cookie allows the Website to recognize your computer, with the goal of providing an optimized user experience. Cookies may store user preferences and other information. You can choose not to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, then some functions of the Website may not work as intended.

#### **Use of Collected Information**

Information collected by FNF is used for three main purposes:

- To provide products and services to you, or to one or more third party service providers who are performing services on your behalf or in connection with a transaction involving you;
- To improve our products and services; and
- To communicate with you and to inform you about FNF's products and services.

#### When We Share Information

We may share your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information with certain individuals and companies, as permitted by law, without first obtaining your authorization. Such disclosures may include, without limitation, the following:

- to agents, representatives, or others to provide you with services or products you have requested, and to enable us to detect or prevent criminal activity, fraud, or material misrepresentation or nondisclosure;
- to third-party contractors or service providers who provide services or perform other functions on our behalf;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- to other parties authorized to receive the information in connection with services provided to you or a transaction involving you.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We make efforts to ensure third party contractors and service providers who provide services or perform functions on our behalf protect your information. We limit use of your information to the purposes for which the information was provided. We do not give or sell your information to third parties for their own direct marketing use.

### INFORMATIONAL NOTES (Continued)

We reserve the right to transfer your Personal Information, Browsing Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of this information in connection with any of the above-described proceedings. We cannot and will not be responsible for any breach of security by any third party or for any actions of any third party that receives any of the information that is disclosed to us.

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

Whether you submit your information to FNF is entirely up to you. If you decide not to submit your information, FNF may not be able to provide certain products or services to you. You may choose to prevent FNF from using your information under certain circumstances ("opt out"). You may opt out of receiving communications from us about our products and/or services.

#### **Security And Retention Of Information**

FNF is committed to protecting the information you share with us and utilizes a combination of security technologies, procedures and safeguards to help protect it from unauthorized access, use and/or disclosure. FNF trains its employees on privacy practices and on FNF's privacy and information security policies. FNF works hard to retain information related to you only as long as reasonably necessary for business and/or legal purposes.

#### **Information From Children**

The Website is meant for adults. The Website is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

#### Privacy Outside the Website

The Website may contain links to other websites, including links to websites of third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

#### **International Users**

Because FNF's headquarters is located in the United States, we may transfer your Personal Information and/or Browsing Information to the United States. By using our website and providing us with your Personal Information and/or Browsing Information, you understand and consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

#### **Do Not Track Disclosures**

Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

#### The California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer, including:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number masked upon entry;
- email address;
- security questions and answers; and
- IP address.

The information you submit is then transferred to your mortgage loan servicer by way of CCN. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Information, and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, contact your mortgage loan servicer.

#### Access and Correction

To access your Personal Information in the possession of FNF and correct any inaccuracies, please contact us by email at privacy@fnf.com or by mail at:

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

#### Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of information by FNF in compliance with this Privacy Notice. We reserve the right to make changes to this Privacy Notice. If we change this Privacy Notice, we will post the revised version on the Website.

#### **Contact FNF**

Please send questions and/or comments related to this Privacy Notice by email at privacy@fnf.com or by mail at:

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

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EFFECTIVE AS OF APRIL 1, 2016

### **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

FNF Underwriter

TTCC - Ticor Title Company of California

CTIC - Chicago Title Insurance Company

### **Available Discounts**

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

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

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

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

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

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

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

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

#### ATTACHMENT ONE

### CALIFORNIA LAND TITLE ASSOCIATION

#### **STANDARD COVERAGE POLICY – 1990**

#### EXCLUSIONS FROM COVERAGE

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

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

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

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

- 2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

### EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

- a. building;
- b. zoning;
- c. land use;

- d. improvements on the Land;
- e. land division; and
- f. environmental protection.
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.
  - This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

#### LIMITATIONS ON COVERED RISKS

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

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

The deductible amounts and maximum	donar limits snown on Schedule A are as follows:	
	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% % of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% % of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

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

#### EXCLUSIONS FROM COVERAGE

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

(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

1

- (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 doingbusiness 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.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

#### **EXCEPTIONS FROM COVERAGE**

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

### (PART I

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

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

#### PART II

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

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

#### EXCLUSIONS FROM COVERAGE

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
    - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

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

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

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

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

#### EXCLUSIONS FROM COVERAGE

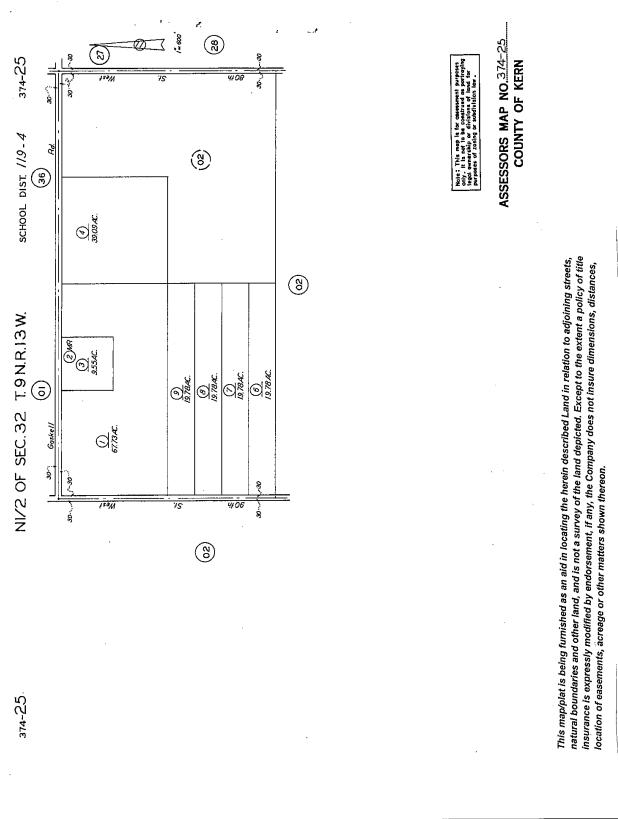
The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.

- 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
- 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
- 10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



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

Order: QuickView\_ Doc: KN:A 374-25~06029

# stewart title

### PRELIMINARY REPORT

Order No.:01180-221935Title Unit No.:7435Your File No.:16000331284Buyer/Borrower Name::Seller Name:John Berry and Jacque L Berry

Property Address: Vacant APN : 374-440-01-00, CA Vacant APN : 374-440-02-00, CA Vacant APN : 374-440-03-00, CA Vacant APN : 374-440-04-00, CA

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company 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 referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

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

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

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

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

Dated as of June 06, 2016 at 7:30 a.m.

Kaz Bernath, Title Officer

When replying, please contact: Brenda Gutierrez

Stewart Title Commercial Services 1980 Post Oak Blvd Ste 610 Houston, TX 77056-3845 (800) 729-1906

### PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

- □ CLTA Standard Coverage Policy
- □ CLTA/ALTA Homeowners Policy
- □ 2006 ALTA Owner's Policy
- □ 2006 ALTA Loan Policy
- □ ALTA Short Form Residential Loan Policy
- E Prelim Report

### SCHEDULE A

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

### A Fee

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

John Beery and Jacque L. Beery, husband and wife, as joint tenants as to Parcel B, Ebrahim Khatibi, an unmarried man as to Parcel A, Clair R. Couturier Jr. and Vickie L. Couturier, husband and wife as joint tenants as to Parcel C and Fifty Percent (50%) unto Bruce P. Couturier and Eleanor R. Couturier as Trustees or the Successor Trustees of B and E Couturier Management Trust, dated October 30, 2008, and Fifty Percent (50%) unto Bruce P. Couturier as Trustees or the Successor Trustees of the E and B Couturier Management Trust, II, dated October 30, 2008, as to Parcel D

### LEGAL DESCRIPTION

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

### Parcel A:

Parcel 1 of Parcel Map 6645, in the Unincorporated area of the County of Kern, State of California, as per Parcel Map Filed October 26, 1983, in <u>Book 30, Page 26</u> of Parcel Map, in the Office of the County Recorder of said county.

Except 50% of all Oil and Mineral rights without the right of surface entry, as reserved by Alexander S. Romero, an unmarried man, who acquired title as Alexander S. Romero, a married man, as his sole and separate property, in Deed recorded December 14, 1965 in <u>Book 3899, Page 911</u>, Official Records.

#### Undivided 1/2 interest

In the North Half of the South Half of the Northwest Quarter of Section 22, Township 9 North, Range 13 West, San Bernardino Meridian, in the Un incorporated Area of the County of Kern, State of California according to the Official Plat thereof.

Except therefrom 50% of all Oil and Mineral rights, But without Right of Surface Entry as Reserved by Charles Zanders, Et Ux, in Deed Recorded August 21, 1968 as Document No. 48605 in <u>Book 4189 Page 443</u> of Official Records.

### Parcel B:

Parcel 2 of Parcel Map 6645, in the Unincorporated area of the County of Kern, State of California, as per Parcel Map Filed October 26, 1983, in <u>Book 30, Page 26</u> of Parcel Map, in the Office of the County Recorder of said county.

Except 50% of all Oil and Mineral rights without the right of surface entry, as reserved by Alexander S. Romero, an unmarried man, who acquired title as Alexander S. Romero, a married man, as his sole and separate property, in Deed recorded December 14, 1965 in <u>Book 3899, Page 911</u>, Official Records.

#### Undivided 1/2 interest

In the North Half of the South Half of the Northwest Quarter of Section 22, Township 9 North, Range 13 West, San Bernardino Meridian, in the Un incorporated Area of the County of Kern, State of California according to the Official Plat thereof.

Except therefrom 50% of all Oil and Mineral rights, But without Right of Surface Entry as Reserved by Charles Zanders, Et Ux, in Deed Recorded August 21, 1968 as Document No. 48605 in <u>Book 4189 Page 443</u> of Official Records.

#### Parcel C:

Parcel 7 of Parcel Map 6645, in the Unincorporated area of the County of Kern, State of California, as per Parcel Map Filed October 26, 1983, in <u>Book 30, Page 26</u> of Parcel Map, in the Office of the County Recorder of said county.

Except 50% of all Oil and Mineral rights without the right of surface entry, as reserved by Alexander S. Romero, an unmarried man, who acquired title as Alexander S. Romero, a married man, as his sole and separate property, in Deed recorded December 14, 1965 in <u>Book 3899, Page 911</u>, Official Records.

Undivided 1/2 interest

In the North Half of the South Half of the Northwest Quarter of Section 22, Township 9 North, Range 13 West, San Bernardino Meridian, in the Un incorporated Area of the County of Kern, State of California according to the Official Plat thereof.

Except therefrom 50% of all Oil and Mineral rights, But without Right of Surface Entry as Reserved by Charles Zanders, Et Ux, in Deed Recorded August 21, 1968 as Document No. 48605 in <u>Book 4189 Page 443</u> of Official Records.

Parcel D:

Parcel 8 of Parcel Map 6645, in the Unincorporated area of the County of Kern, State of California, as per Parcel Map Filed October 26, 1983, in <u>Book 30, Page 26</u> of Parcel Map, in the Office of the County Recorder of said county.

Except 50% of all Oil and Mineral rights without the right of surface entry, as reserved by Alexander S. Romero, an unmarried man, who acquired title as Alexander S. Romero, a married man, as his sole and separate property, in Deed recorded December 14, 1965 in <u>Book 3899, Page 911</u>, Official Records.

Undivided 1/2 interest

In the North Half of the South Half of the Northwest Quarter of Section 22, Township 9 North, Range 13 West, San Bernardino Meridian, in the Un incorporated Area of the County of Kern, State of California according to the Official Plat thereof.

Except therefrom 50% of all Oil and Mineral rights, But without Right of Surface Entry as Reserved by Charles Zanders, Et Ux, in Deed Recorded August 21, 1968 as Document No. 48605 in <u>Book 4189 Page 443</u> of Official Records.

APN: <u>374-440-01-00-7</u>, <u>374-440-04-00-6</u>, <u>374-440-03-00-3</u> and <u>374-440-02-00-0</u>

(End of Legal Description)

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

### SCHEDULE B

## At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

### Taxes:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2016 2017.
- B. The lien of supplemental 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.
- C. Assessments, if any, for Community Facility Districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.

### Exceptions:

- 1. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
- An easement for poles and rights incidental thereto in favor of Southern California Edison Company, a Corporation as set forth in a document recorded April 5, 1956 in <u>Book 2588 Page</u> <u>131</u>, of Official Records and re-recorded April 20, 1956 in <u>Book 2596 Page 297</u>, of Official Records, affects the East half of the Southeast quarter of Section 21, Township 9 North, Range 13 West, San Bernardino Meridian, also known as Parcel 7 and 8 of Parcel Map 6645.

All of said poles shall be erected and maintained within one foot of a line extending over and across the above described real property of Alexander S. Romereo and Irene K. Romero, also known as Kittie Irene Romero, husband and wife, and Evelyn M. Weston, a married woman, and being parallel with and 32 feet Westerly, Measured at right angles, from the East line of the Southeast quarter of said Section 21.

 A resolution by the Board of Supervisors County of Kern, State of California, restoring rights of ingress and egress between Tract 3301 and Parcel Map 6645, which are contiguous along Seventy-Fifth Street West, West of Rosamond.

Recorded: January 12, 1984 in Book 5622 Page 1729, of Official Records.

Affects Parcel: A,B,C,D

- 4. An easement for to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time, overhead and underground electrical supply systems and communication systems, consisting of poles, guys and anchors, crossarms, wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixturs and rights incidental thereto in favor of Southern California Edison Company, a Corporation as set forth in a document recorded November 29, 1978, in <u>Book 5158, Page 818</u> of Official Records, affects the Northerly 10 feet of Parcels 1 and 8 of Parcel Map 6645.
- 5. An easement for ingress, egress and road purposes and rights incidental thereto in favor of Public in General as set forth in a document recorded March 11, 1983, in <u>Book 5533, Page 929</u> of Official Records, affects the North 30 feet of Parcels 1 and 8 of Parcel Map 6645, the East 30 feet of Parcels 7 and 8 of Parcel Map 6645, the South 30 feet of Parcels 4 and 5 of Parcel Map 6645, and the West 30 feet of Parcels 1, 2 of Parcel Map 6645.

Also a parcel bounded on the North by the South line of said North 30 feet, on the West by the East line of said West 30 feet, and on the Southeast by the arc of a curve having a radius of 20 feet concave to the Southeast and tangent to said South and West lines.

Also a parcel bounded on the North by the South line of said North 30 feet, on the East by the West line of said East 30 feet, and on the southwest by the arc of a curve having a radius of 20 feet concave to the Southwest and tangent to said South and East lines.

Also, a parcel bounded on the South by the North line of said South 30 feet, on the East by the West line of said East 30 feet, and on the Northwest by the arc of a curve having a radius of 20 feet concave to the Northwest and tangent to said North and East lines.

Also, a parcel bounded on the South by the North line of said South 30 feet, on the West by the East line of said West 30 feet, and on the Northeast by the arc or a curve having a radius of 20 feet concave to the Northeast and tangent to said North and West lines.

6. An easement for ingress, egress and road purposes and rights incidental thereto in favor of the County of Kern as set forth in a document recorded March 11, 1983, in <u>Book 5533, Page 929</u> of Official Records, affects the North 45 feet of Parcels 1 and 8 of Parcel Map 6645, the East 55 feet of Parcels 7 and 8 of Parcel Map 6645, the South 55 feet of Parcels 4 and 5 of Parcel Map 6645, and the West 45 feet of Parcels 1 and 2 of Parcel Map 6645.

Also a parcel bounded on the North by the South line of said North 45 feet, on the West by the East line of said West 45 feet, and on the Southeast by the arc of a curve having a radius of 20 feet concave to the Southeast and tangent to said South and West lines.

Also a parcel bounded on the North by the South line of said North 45 feet, on the East by the West line of said East 55 feet, and on the southwest by the arc of a curve having a radius of 20 feet concave to the Southwest and tangent to said South and East lines.

Also, a parcel bounded on the South by the North line of said South 55 feet, on the East by the West line of said East 55 feet, and on the Northwest by the arc of a curve having a radius of 20 feet concave to the Northwest and tangent to said North and East lines.

Also, a parcel bounded on the South by the North line of said South 55 feet, on the West by the East line of said West 45 feet, and on the Northeast by the arc or a curve having a radius of 20 feet concave to the Northeast and tangent to said North and West lines.

- An easement for drainage purposes and rights incidental thereto in favor of the County of Kern as set forth in a document recorded May 5, 1983, in <u>Book 5548, Page 1364</u> of Official Records, affects the North 85 feet of Parcels 1 and 8 of P.M. 6645.
- 8. Any invalidity or defect in the title of the vestees in the event that the trust referred to in the vesting portion of Schedule A is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

Said Matter Affects: Parcel C

9. If title is to be insured in the trustee(s) of a trust or their act is to be insured, we will require a full copy of the trust agreement and any amendments thereto. In certain situations the Company may accept a Trust Certificate, pursuant to Section 18100.5 of the California Probate Code in lieu of the trust agreement. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

Said Matter Affects: Parcel C

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

Said Matter Affects: Parcel D

11. If title is to be insured in the trustee(s) of a trust or their act is to be insured, we will require a full copy of the trust agreement and any amendments thereto. In certain situations the Company may accept a Trust Certificate, pursuant to Section 18100.5 of the California Probate Code in lieu of the trust agreement. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

Said Matter Affects: Parcel D

- 12. 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 your title officer immediately for further review.
- 13. Matters which may be disclosed by an inspection or by a survey of said land satisfactory to this Company, or by inquiry of the parties in possession thereof.
- 14. We will require a Statement of Information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matter which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties: All Parties

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

(End of Exceptions)

### **NOTES AND REQUIREMENTS**

For transactions where Stewart Title of California, Inc. is not the settlement/closing agent, a signed and dated copy of the attached "Acknowledgment of Receipt, Understanding and Approval of Affiliated Business Arrangement Disclosure Statement and STG Privacy Notice for Stewart Title Companies", will be required prior to recording.

A. Property taxes for the fiscal year 2015 - 2016 shown below are paid. For proration purposes the amounts are:
1st Installment : \$193.05
2nd Installment : \$193.05

	•	φ100.00
Parcel No.	:	374-440-01-00-7
Code Area	:	119-004

Said Matter Affects: Parcel A

B. Property taxes for the fiscal year 2015 - 2016 shown below are paid. For proration purposes the amounts are:

1st Installment	: \$141.38
2nd Installment	: \$141.37
Parcel No.	: 374-440-02-00-0
Code Area	: 119-004

Said Matter Affects: Parcel D

C. Property taxes for the fiscal year 2015 - 2016 shown below are paid. For proration purposes the amounts are:

1st Installment	: \$140.53
2nd Installment	: \$140.52
Parcel No.	: 374-440-03-00-3
Code Area	: 119-004

Said Matter Affects: Parcel C

D. Property taxes for the fiscal year 2015 - 2016 shown below are paid. For proration purposes the amounts are:

1st Installment	: \$193.05
2nd Installment	: \$193.05
Parcel No.	: 374-440-04-00-6
Code Area	: 119-004

Said Matter Affects: Parcel D

- E. There are no conveyances affecting said land, recorded with the County Recorder within 24 months of the date of this report.
- F. If an Owners Policy will be requested, please be aware that unless instructed otherwise, we will issue a CLTA Standard Coverage Owners Policy. If a different form of policy is contemplated for this transaction, please advise and contact your title officer for additional requirements.

### CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

### EXHIBIT "A"

### LEGAL DESCRIPTION

Order No.: 01180-221935 Escrow No.: 01180-221935

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

Parcel A:

Parcel 1 of Parcel Map 6645, in the Unincorporated area of the County of Kern, State of California, as per Parcel Map Filed October 26, 1983, in <u>Book 30, Page 26</u> of Parcel Map, in the Office of the County Recorder of said county.

Except 50% of all Oil and Mineral rights without the right of surface entry, as reserved by Alexander S. Romero, an unmarried man, who acquired title as Alexander S. Romero, a married man, as his sole and separate property, in Deed recorded December 14, 1965 in <u>Book 3899, Page 911</u>, Official Records.

#### Undivided 1/2 interest

In the North Half of the South Half of the Northwest Quarter of Section 22, Township 9 North, Range 13 West, San Bernardino Meridian, in the Un incorporated Area of the County of Kern, State of California according to the Official Plat thereof.

Except therefrom 50% of all Oil and Mineral rights, But without Right of Surface Entry as Reserved by Charles Zanders, Et Ux, in Deed Recorded August 21, 1968 as Document No. 48605 in <u>Book 4189 Page 443</u> of Official Records.

Parcel B:

Parcel 2 of Parcel Map 6645, in the Unincorporated area of the County of Kern, State of California, as per Parcel Map Filed October 26, 1983, in <u>Book 30, Page 26</u> of Parcel Map, in the Office of the County Recorder of said county.

Except 50% of all Oil and Mineral rights without the right of surface entry, as reserved by Alexander S. Romero, an unmarried man, who acquired title as Alexander S. Romero, a married man, as his sole and separate property, in Deed recorded December 14, 1965 in <u>Book 3899, Page 911</u>, Official Records.

### Undivided 1/2 interest

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Except therefrom 50% of all Oil and Mineral rights, But without Right of Surface Entry as Reserved by Charles Zanders, Et Ux, in Deed Recorded August 21, 1968 as Document No. 48605 in <u>Book 4189 Page 443</u> of Official Records.

Parcel C:

Parcel 7 of Parcel Map 6645, in the Unincorporated area of the County of Kern, State of California, as per Parcel Map Filed October 26, 1983, in <u>Book 30, Page 26</u> of Parcel Map, in the Office of the County Recorder of said county.

Except 50% of all Oil and Mineral rights without the right of surface entry, as reserved by Alexander S. Romero, an unmarried man, who acquired title as Alexander S. Romero, a married man, as his sole and separate property, in Deed recorded December 14, 1965 in <u>Book 3899, Page 911</u>, Official Records.

### Undivided 1/2 interest

In the North Half of the South Half of the Northwest Quarter of Section 22, Township 9 North, Range 13 West, San Bernardino Meridian, in the Un incorporated Area of the County of Kern, State of California according to the Official Plat thereof.

Except therefrom 50% of all Oil and Mineral rights, But without Right of Surface Entry as Reserved by Charles Zanders, Et Ux, in Deed Recorded August 21, 1968 as Document No. 48605 in <u>Book 4189 Page 443</u> of Official Records.

### Parcel D:

Parcel 8 of Parcel Map 6645, in the Unincorporated area of the County of Kern, State of California, as per Parcel Map Filed October 26, 1983, in <u>Book 30, Page 26</u> of Parcel Map, in the Office of the County Recorder of said county.

Except 50% of all Oil and Mineral rights without the right of surface entry, as reserved by Alexander S. Romero, an unmarried man, who acquired title as Alexander S. Romero, a married man, as his sole and separate property, in Deed recorded December 14, 1965 in <u>Book 3899, Page 911</u>, Official Records.

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Except therefrom 50% of all Oil and Mineral rights, But without Right of Surface Entry as Reserved by Charles Zanders, Et Ux, in Deed Recorded August 21, 1968 as Document No. 48605 in <u>Book 4189 Page 443</u> of Official Records.

APN: <u>374-440-01-00-7</u>, <u>374-440-04-00-6</u>, <u>374-440-03-00-3</u> and <u>374-440-02-00-0</u>

APN: 374-440-01-00, 374-440-02-00, 374-440-03-00, and 374-440-04-00

(End of Legal Description)

### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: June 13, 2016

Escrow No.: 01180-221935

Property: Vacant APN : 374-440-01-00, CA Vacant APN : 374-440-02-00, CA Vacant APN : 374-440-03-00, CA Vacant APN : 374-440-04-00, CA

### From:

This is to give you notice that ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	Charge or range of charges
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

### FOR TRANSACTIONS WHERE STEWART TITLE OF CALIFORNIA IS NOT CLOSING ESCROW

STCA Order Number:	01180-221935
Subject Property Address:	Vacant APN: 374-440-01-00, CA Vacant APN: 374-440-02-00,
	CA Vacant APN : 374-440-03-00, CA Vacant APN :
	374-440-04-00, CA
Subject Property APN:	374-440-01-00

### ACKNOWLEDGMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF "AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT" AND "STG PRIVACY NOTICE FOR STEWART TITLE COMPANIES"

The undersigned hereby acknowledge that I/we have received, read, understand and approve 's "Affiliated Business Arrangement Disclosure Statement" and "STG Privacy Notice for Stewart Title Companies", provided to me/us in connection with the above captioned matter.

Read and signed on the 26th day of June, 2016

John Berry

Jacque L Berry

### Exhibit A (Revised 06-03-11)

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

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

(a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not
  excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for
  value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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

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

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

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

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

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

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

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear 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.

#### 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:

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

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

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness 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) which 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, which are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

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

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

4.

(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.

- 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) which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are 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.

WARNING: THIS DOCUMENT MUST BE COMPLETED IN ITS ENTIRETY (1 THROUGH 9, BELOW MUST BE FILLED IN) FOR IT TO BE ACCEPTED BY . IF THIS IS NOT COMPLETED WILL REQUIRE A COMPLETE COPY OF THE TRUST, WITH A SIGNED AND ACKNOWLEDGED AFFIDAVIT.

### **TRUSTEE CERTIFICATE**

(California Probate Code Section 18100.5)

I/(We) *					
. ,		(Name of Trustee(s))			
Trustee(s) of the					
_		(Name of Trust)			
	lated am providing the information set forth below at the request of Stewart Title Company, a Texas Corporation, and its agent, (hereinafter collectively called "Company")				
particularly described WHEREAS, Compan ascertain whether it w THEREFORE, acting	in Exhibit "A", and y has determined that the followi vill be able to issue the requested	title insurance policy on the following described real property, more ng information concerning the above named trust is necessary to policy of title insurance, bove named trust, I hereby certify and confirm to Company that the			
1. The					
io ourrontly in o	vistance and was areated on	(Name of Trust)			
is currently in e	xistence and was created on	(Date of Declaration of Trust)			
2. The settlor(s) of	the trust are:				
3. The current trus	stee(s) of the trust is/are: *				
4. The powers of t					
		RCLE THE APPLICABLE CHOICE)			
6. If the trust is rev	ocable, the name of the person h	olding any power to revoke the trust:			
	ltiple trustees, the number of curr ustee set forth above in Number 4	rently acting trustees' signature necessary to exercise the various and the validity bind the trust.			
	ication number (social security nu which title to trust assets should be				
which would cause the the currently acting the 18100.5, effective Jan	ne representations set forth herein trustees and being executed in o nuary 1, 1994 (Assembly Bill 1249				
The undersigned here	eby certifies and declares the above	ve to be true.			
*		*			
identity of the individual wh	cer completing this certificate verifies only the o signed the document to which this certificat hfulness, accuracy, or validity of that document	e			
State of California	) )SS.				
County of *	)				
On	before me,	, Notary Public, personally			
that he/she/they execut		who proved to me on the me(s) is/are subscribed to the within instrument and acknowledged to me d capacity(ies), and that by his/her/their signature(s) on the instrument the ed, executed the instrument.			
I certify under PENALT	OF PERJURY under the laws of the	State of California that the foregoing paragraph is true and correct.			
WITNESS my hand and					
Signature		(this area for official notarial seal)			

Signature

### STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a</i> <i>Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction. To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.		
How do the Stewart Title Companies protect my personal information?			
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you     request insurance-related services     provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.		
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.		

*Contact us: If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 01180-221935

Order No. 01180-221935

### AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

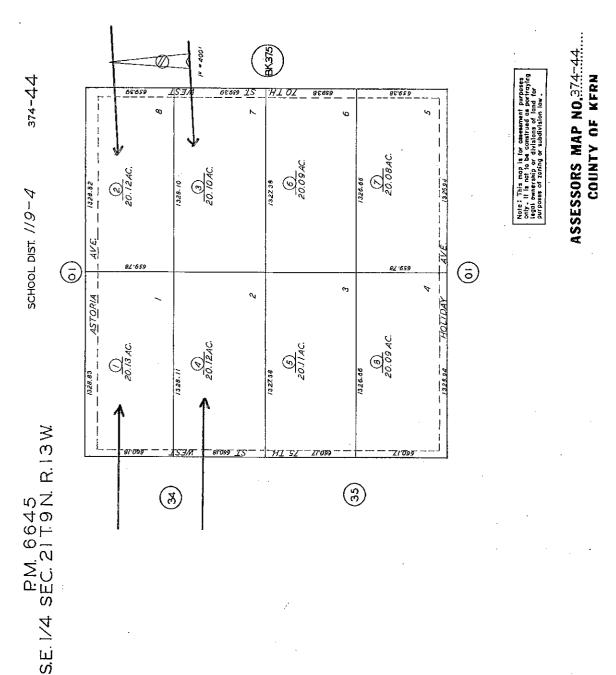
Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

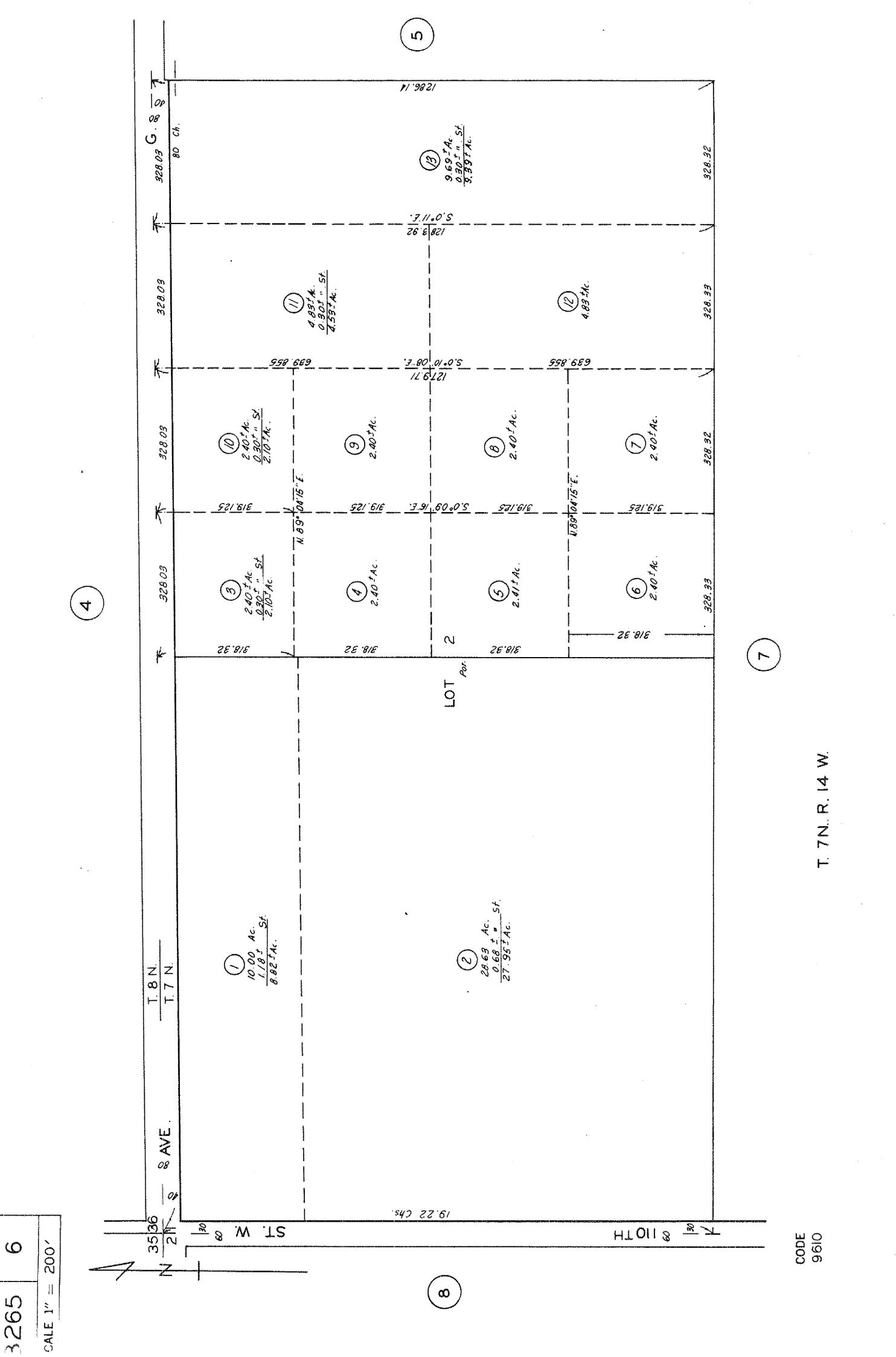
Please talk with your escrow or title officer to determine your qualification for any of these discounts.



374-44

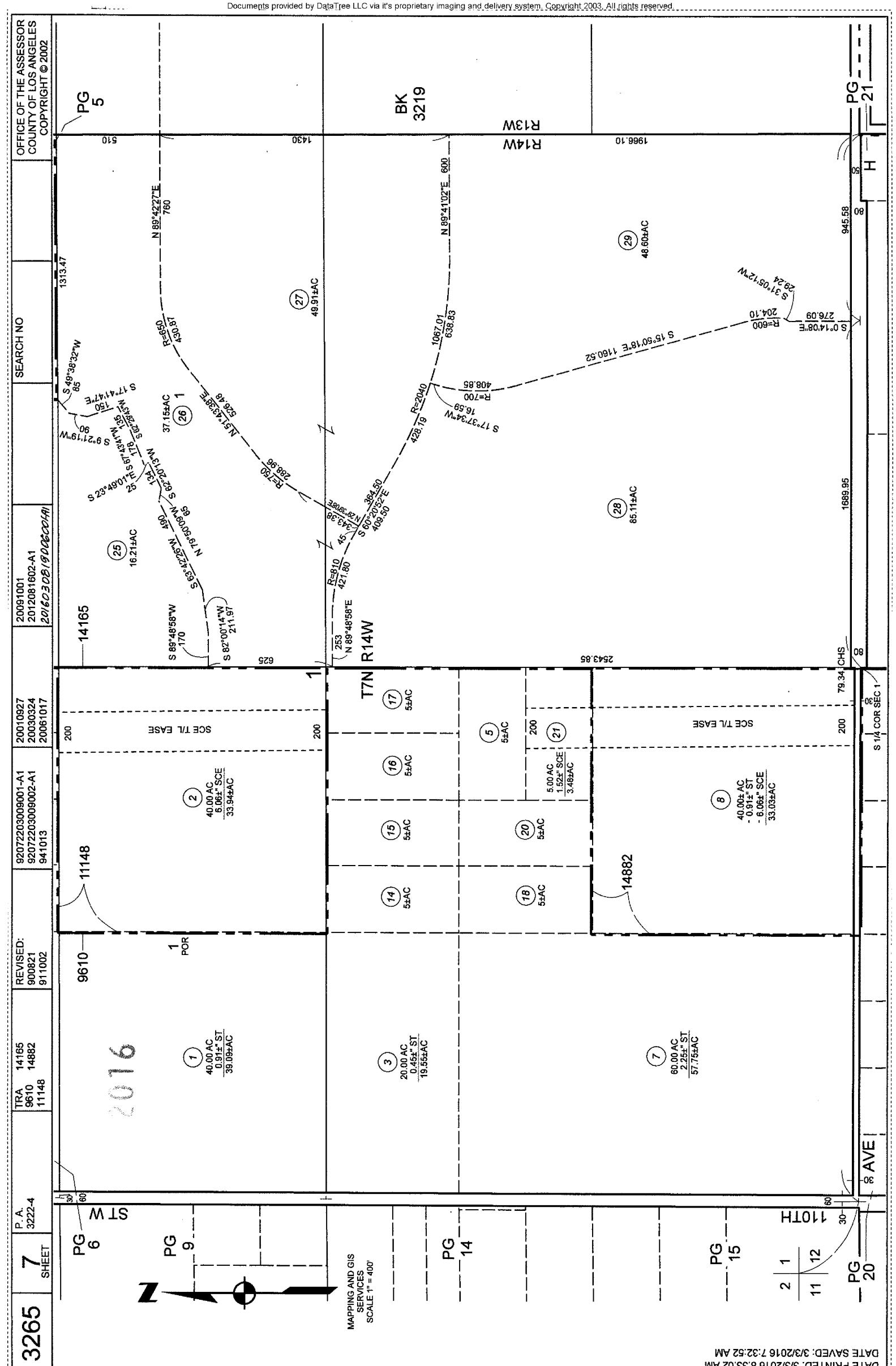
This plat is not a survey, It is merely furnished as a convenience to locate the land in relation to adjoining streets and other lands and not to guarantee any dimension, distances, bearing

Order: QuickView\_



FOR PREV. ASSM'T SEE: 3222-4





MA 28:55:7 8105/6: G3VA8 3TAG





Kaz Bernath Title Officer Stewart Title of California, Inc. 11870 Pierce St Ste 100 Riverside, CA 92505 Phone (951) 276-2700 Fax (760) 259-2044 KBernath@stewart.com

### PRELIMINARY REPORT

Order No.:01180-250323Title Unit No.:7435Your File No.:Buyer/Borrower Name:Seller Name:Sapar Family LLC, Hypericum Interests LLC, and Rosamond Associates, LLC

Property Address: APN: 3265-006-001, CA APN: 3265-006-002, CA APN: 3265-007-001, CA APN: 3265-007-007, CA APN: 3265-007-003, CA

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company 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 referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

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

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

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

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

Dated as of November 08, 2016 at 7:30 a.m.

Kaz Bernath, Title Officer

When replying, please contact: Kaz Bernath, Title Officer

### PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

- □ CLTA Standard Coverage Policy
- □ CLTA/ALTA Homeowners Policy
- □ 2006 ALTA Owner's Policy
- □ 2006 ALTA Loan Policy
- □ ALTA Short Form Residential Loan Policy
- Preliminary Search

### SCHEDULE A

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

Fee

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

Sapar Family LLC, a California limited liability company; Hypericum Interests, LLC, a Texas limited liability company and Rosamond Associates, LLC, a California limited liability company, all as tenants in common, as their interests appear of record; subject to Item No. 12, of Schedule B.

### LEGAL DESCRIPTION

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

PARCEL 1: (APN'S: 3265-006-001; 3265-006-002; 3265-007-001 AND 3265-007-007)

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 1, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT.

PARCEL 2: (APN: 3265-007-003)

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL ON FEBRUARY 19, 1956.

EXCEPT ONE-HALF OF ALL CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM, AND ALL KINDRED SUBSTANCES, AND OTHER MINERALS UNDER AND IN SAID LAND, AS RESERVED IN THE DEED RECORDED JANUARY 28, 1957 AS INSTRUMENT NO. <u>3263</u>, OFFICIAL RECORDS.

(End of Legal Description)

APN'S: <u>3265-006-001</u>; 3265-006-002; <u>3265-007-001</u>; 3265-007-007 AND 3265-007-003

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

### SCHEDULE B

## At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

### Taxes:

A. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment	:	\$320.75 Open
2nd Installment	:	\$320.73 Open
Parcel No.	:	3265-006-001
Code Area	:	09610

B. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment	: \$920.30 Open
2nd Installment	: \$920.29 Open
Parcel No.	: 3265-006-002
Code Area	: 09610

C. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment	: \$1,259.73 Open
2nd Installment	: \$1,259.72 Open
Parcel No.	: 3265-007-001
Code Area	: 09610

D. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment	: \$1,859.59 Open
2nd Installment	: \$1,859.57 Open
Parcel No.	: 3265-007-007
Code Area	: 09610

 E. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017: 1st Installment : \$657.06 Open

13t motuliment	-	
2nd Installment	:	\$657.06 Open
Parcel No.	:	3265-007-003
Code Area	:	09610

- F. 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.
- G. Assessments, if any, for Community Facility Districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.

### Exceptions:

1. Water rights, claims or title to water in or under said land, whether or not shown by the public records.

- 2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 3. Rights of the public in and to that portion of the land lying within Avenue G, Avenue H and 110th Street West.
- A reservation of 30 feet off the West portion of said property for road purposes, as reserved in the Deed from Lester M. White and wife, filed for record September 22, 1925, in <u>Book 4976 Page</u> <u>320</u>, Official Records.

Affects: Parcel 2

 An easement for public road and highway and rights incidental thereto in favor of the County of Los Angeles as set forth in a document recorded April 12, 1927 in <u>Book 4787, Page 211</u> of Official Records, affects said land.

The exact location of the easement is not disclosed by the instrument.

Said Matter Affects: Parcel 2

 An easement for public road and highway and rights incidental thereto in favor of the County of Los Angeles as set forth in a document recorded in <u>Book 6177, Page 139</u> and <u>Book 6193, Page</u> <u>49</u> both of Official Records, affects said land.

Said Matter Affects: Parcel 1

 An easement for public road and highway and rights incidental thereto in favor of the County of Los Angeles as set forth in a document recorded in <u>Book 15872, Page 90</u> of Official Records, affects said land.

Said Matter Affects: Parcel 1

- An easement for public road and highway and rights incidental thereto in favor of the County of Los Angeles as set forth in a document recorded in <u>Book 19493, Page 198</u> of Official Records, affects said land.
- An easement for public road and highway and rights incidental thereto in favor of the County of Los Angeles as set forth in a document recorded September 23, 1955 as Instrument No. <u>4172</u> of Official Records, affects said land.

Said Matter Affects: Parcel 1

- An option in favor of Solar Land Holdings LLC, a Delaware Limited Liability Company as contained in or disclosed by a document recorded October 6, 2009 as Instrument No. <u>20091516337</u> of Official Records.
- 11. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount	: \$101,000.00
Dated	: September 7, 2010
Trustor	: Rosamond Associates, LLC, a California
	: limited liability company
Trustee	: North American Title Company
Beneficiary	: SR Capital, Inc., A California Corporation
Recorded	: September 15, 2010 as Instrument No. 20101302742

#### : of Official Records

Affects: Trustee's interest only

- 12. The effect of the interest of Yetta Serber and Max Seiff, as Co-Trustees under the Will of Sam Serber, deceased, as disclosed under Superior Court Case No. P 517,410 by document recorded January 26, 1972 as Instrument No. <u>60</u> of Official Records.
- 13. This Company will require the following documents in order to insure a conveyance or encumbrance by the limited liability company named below:

Limited liability company: Sapar Family LLC, a California limited liability company Hypericum Interests, LLC, a Texas limited liability company Rosamond Associates, LLC, a California limited liability company

a. A certified copy of the articles of organization (LLC-1), and any amendment (LLC-2) or restatement (LLC-10) to be recorded in the appropriate county.

b. A copy of the operating agreement and any amendment.

- c. Evidence that the limited liability company remains in good standing with active status.
- d. Other requirements that the Company may set forth following its review of said documents.

(End of Exceptions)

## **NOTES AND REQUIREMENTS**

For transactions where Stewart Title of California, Inc. is not the settlement/closing agent, a signed and dated copy of the attached "Acknowledgment of Receipt, Understanding and Approval of Affiliated Business Arrangement Disclosure Statement and STG Privacy Notice for Stewart Title Companies", will be required prior to recording.

A. None

## CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

## EXHIBIT "A"

## LEGAL DESCRIPTION

Order No.: 01180-250323 Escrow No.: 01180-250323

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

PARCEL 1: (APN'S: 3265-006-001; 3265-006-002; 3265-007-001 AND 3265-007-007)

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 1, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT.

PARCEL 2: (APN: 3265-007-003)

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL ON FEBRUARY 19, 1956.

EXCEPT ONE-HALF OF ALL CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM, AND ALL KINDRED SUBSTANCES, AND OTHER MINERALS UNDER AND IN SAID LAND, AS RESERVED IN THE DEED RECORDED JANUARY 28, 1957 AS INSTRUMENT NO. <u>3263</u>, OFFICIAL RECORDS.

APN: 3265-006-001, 3265-006-002, 3265-007-001, 3265-007-007, and 3265-007-003

(End of Legal Description)

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: December 08, 2016

Escrow No.: 01180-250323

Property: APN: 3265-006-001, CA APN: 3265-006-002, CA APN: 3265-007-001, CA APN: 3265-007-007, CA APN: 3265-007-003, CA

From:

This is to give you notice that ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	Charge or range of charges
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

## FOR TRANSACTIONS WHERE STEWART TITLE OF CALIFORNIA IS NOT CLOSING ESCROW

STCA Order Number:	01180-250323		
Subject Property Address:	APN: 3265-006-001, CA APN: 3265-006-002, CA APN:		
	3265-007-001, CA APN: 3265-007-007, CA APN: 3265-007-003,		
	CA		
Subject Property APN:	3265-006-001, 3265-006-002, 3265-007-001, 3265-007-007, and 3265-007-003		

## ACKNOWLEDGMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF "AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT" AND "STG PRIVACY NOTICE FOR STEWART TITLE COMPANIES"

The undersigned hereby acknowledge that I/we have received, read, understand and approve 's "Affiliated Business Arrangement Disclosure Statement" and "STG Privacy Notice for Stewart Title Companies", provided to me/us in connection with the above captioned matter.

Read and signed on the 23rd day of December, 2016

Sapar Family LLC

Hypericum Interests LLC

Rosamond Associates, LLC

#### Exhibit A (Revised 06-03-11)

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

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

(a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not
  excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for
  value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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

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

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

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

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

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

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

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear 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.

#### 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:

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

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

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness 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) which 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, which are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

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

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

4.

(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.

- 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) which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are 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.

## STG Privacy Notice Stewart Title Companies

#### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a</i> <i>Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

#### SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<ul> <li>We collect your personal information, for example, when you <ul> <li>request insurance-related services</li> <li>provide such information to us</li> </ul> </li> <li>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</li> </ul>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

*Contact us: If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 01180-250323

Order No. 01180-250323

## AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.



ISSUED BY



First American Title Insurance Company

File No: 3020-873557C215

## COMMITMENT FOR TITLE INSURANCE

## **Issued By**

## FIRST AMERICAN TITLE INSURANCE COMPANY

## NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES, ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## First American Title Insurance Company

( Comar

Dennis J. Gilmore President

Jeffrey S. Robinson Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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#### **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I-Requirements; and
  - (f) Schedule B, Part II—Exceptions.

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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Form 50003700 (8-23-18)	Page 2 of 11	ALTA Commitment for Title Insurance (8-1-16)
		California

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#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

#### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### 9. ARBITRATION

Arbitration provision intentionally removed.

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Form 50003700 (8-23-18)	Page 3 of 11	ALTA Commitment for Title Insurance (8-1-16)
		California

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## First American

**Schedule A** 

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company** 

File No: 3020-873557C215

## Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Issuing Office: 666 Third Avenue, 5th Floor, New York, **Commercial Services** NY 10017 Commitment No.: 3020-873557C215 Issuing Office File No.: 3020-873557C215 Property Address: Vacant Land/APN: 374-250-09, Rosamond, Escrow Officer/Assistant: / CA

Revision No.:

Phone: / Email: / Title Officer/Assistant: / Phone: / Email: /

## **SCHEDULE A**

- Commitment Date: July 02, 2019 at 8:00 AM 1.
- 2. Policy to be issued:
  - (a) Z 2006 ALTA® Standard Leasehold Owners Policy Proposed Insured: To be determined Proposed Policy Amount: \$ To be determined
  - (b) □ 2006 ALTA® Policy Proposed Insured: Proposed Policy Amount: \$
  - (c) □ 2006 ALTA® Policy Proposed Insured: Proposed Policy Amount: \$
- The estate or interest in the Land described or referred to in this Commitment is 3.

Fee Simple

4. The Title is, at the Commitment Date, vested in:

> Diane S. Neary, Trustee of the Frank W. Neary Residuary Trust of the Frank W. Neary and Diane S. Neary Living Trust

5. The Land is described as follows:

## See Exhibit "A" attached hereto and made a part hereof

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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Form 50003700 (8-23-18) Pag	age 4 of 11	ALTA Commitment for Title Insurance (8-1-16) California
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**First American Title Insurance Company** 

File No: 3020-873557C215

Commitment No.: 3020-873557C215

## SCHEDULE B, PART I

## Requirements

All of the following Requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- E. Releases(s) or Reconveyance(s) of Item(s): None
- F. Other: None
- G. You must give us the following information:
  - a. Any off record leases, surveys, etc.
  - b. Statement(s) of Identity, all parties.
  - c. Other:

With respect to the trust referred to in the vesting:

a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.

b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.

c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

The following additional requirements, as indicated by "X", must be met:

[X] H. Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by the company) must be completed

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Form 50003700 (8-23-18)	Page 5 of 11	ALTA Commitment for Title Insurance (8-1-16)
		California

and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- [] I. An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- [] J. The following LLC documentation is required from:

(i) a copy of the Articles of Organization
(ii) a copy of the Operating Agreement, if applicable
(iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
(iv) express Company Consent to the current transaction

[] K. The following partnership documentation is required :

(i) a copy of the partnership agreement, including all applicable amendments thereto
 (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 (iii) express Partnership Consent to the current transaction

[] L. The following corporation documentation is required:

(i) a copy of the Articles of Incorporation
(ii) a copy of the Bylaws, including all applicable Amendments thereto
(iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
(iv) express Corporate Resolution consenting to the current transaction

- [] M. Based upon the Company's review of that certain partnership/operating agreement dated Not disclosed for the proposed insured herein, the following requirements must be met: Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
- [] N. A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
- [X] O. Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.

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Form 50003700 (8-23-18)	Page 6 of 11	ALTA Commitment for Title Insurance (8-1-16)
		California

- [] P. Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
- [] Q. The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
- [] R. Financial statements from the appropriate parties must be submitted to the Company for review.
- [] S. A copy of the construction contract must be submitted to the Company for review.
- [] T. An inspection of the Land must be performed by the Company for verification of the phase of construction.
- [] U. The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

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Form 50003700 (8-23-18)	Page 7 of 11	ALTA Commitment for Title Insurance (8-1-16)
		California

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Schedule BI & BII (Cont.)

First American Title Insurance Company

File No: 3020-873557C215

Commitment No.: 3020-873557C215

## SCHEDULE B, PART II

## Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- 2. (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.
- 3. 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.
- 4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 5. 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.
- 6. (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.
- 7. General and special taxes and assessments for the fiscal year 2019-2020, a lien not yet due or payable.
- 8. Taxes and assessments, if any, of the Rosamond Community Service District.

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Form 50003700 (8-23-18)	Page 8 of 11	ALTA Commitment for Title Insurance (8-1-16)
		California

- 9. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
- 10. Water rights, claims or title to water, whether or not shown by the public records.
- 11. Any lien, or right to a lien, imposed by law, as a result of services, labor, and/or materials used, or to be used, for improvement to the premises.
- 12. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
- 13. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Report/Commitment.
- 14. Rights, rights of way, reservations and exceptions in the patent recorded February 27, 1914 in <u>Book</u> <u>16 of Patents, Page 247</u>.
- 15. An easement for road declared a public highway January 7, 1915 filed in <u>Book 17, Page 226</u> of Minutes of the Board of Supervisors, being 30 feet on each side of Section lines known as County Road No. 330, also known as 90th Street West.
- 16.An easement for public utilities and incidental purposes, recorded February 19, 1942 as Book 1070,<br/>Page 481 of Official Records.In Favor of:<br/>Affects:Southern California Edison Company, Ltd., a corporation<br/>as described therein
- 17. An option in favor of Sustainable Property Holdings, LLC, a Delaware limited liability company as contained in or disclosed by a document recorded February 4, 2019 as Instrument No. <u>219012549</u> of Official Records.
- 18. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
- 19. Rights of parties in possession.

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Form 50003700 (8-23-18)	Page 9 of 11	ALTA Commitment for Title Insurance (8-1-16)
		California

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#### INFORMATIONAL NOTES

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

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

- 1.Taxes for proration purposes only for the fiscal year 2018-2019.<br/>First Installment:First Installment:\$134.70, PAIDSecond Installment:\$134.70, PAIDTax Rate Area:119-004APN:374-250-09-00-6
- 2. The property covered by this report is vacant land.
- 3. According to the public records, there has been no conveyance of the land within a period of twentyfour months prior to the date of this report, except as follows:

None

4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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Form 50003700 (8-23-18)	Page 10 of 11	ALTA Commitment for Title Insurance (8-1-16)
		California

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ISSUED BY First American Title Insurance Company

File No: 3020-873557C215

File No.: 3020-873557C215

The Land referred to herein below is situated in an Unincorporated Area in the County of Kern, State of California, and is described as follows:

THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 13 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

For conveyancing purposes only: APN 374-250-09-00-6

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Form 50003700 (8-23-18)	Page 11 of 11	ALTA Commitment for Title Insurance (8-1-16)
10111 50005700 (0 25 10)	age II of II	
		California



ISSUED BY



First American Title Insurance Company

File No: 3020-873557C216

## COMMITMENT FOR TITLE INSURANCE

## **Issued By**

## FIRST AMERICAN TITLE INSURANCE COMPANY

## NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES, ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## First American Title Insurance Company

- J Comar

Dennis J. Gilmore President

Jeffrey S. Robinson Secretary

If this jacket was created electronically, it constitutes an original document.

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Form 50003700 (8-23-18)	Page 1 of 11	ALTA Commitment for Title Insurance (8-1-16)
		California

#### **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I-Requirements; and
  - (f) Schedule B, Part II—Exceptions.

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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Form 50003700 (8-23-18)	Page 2 of 11	ALTA Commitment for Title Insurance (8-1-16)
	-	California

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#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

#### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### 9. ARBITRATION

Arbitration provision intentionally removed.

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Form 50003700 (8-23-18)	Page 3 of 11	ALTA Commitment for Title Insurance (8-1-16)
	-	California

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

ISSUED BY

Schedule A

First American Title Insurance Company

File No: 3020-873557C216

## Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company NationalIssuing Office: 666 Third Avenue, 5th Floor, New York,<br/>NY 10017Commitment No.: 3020-873557C216NY 10017Property Address: Vacant Land/APN: 374-250-08, , CAEscrow Officer/Assistant: /

First American

Revision No.:

Issuing Office: 666 Third Avenue, 5th Floor, New York, NY 10017 Issuing Office File No.: 3020-873557C216 Escrow Officer/Assistant: / Phone: / Email: / Title Officer/Assistant: / Phone: / Email: /

## **SCHEDULE A**

- 1. Commitment Date: July 01, 2019 at 8:00 AM
- 2. Policy to be issued:
  - (a) □ 2006 ALTA® Standard Leasehold Owners Policy Proposed Insured: To Be Determined Proposed Policy Amount: \$ To Be Determined
  - (b) □ ALTA® Policy Proposed Insured: Proposed Policy Amount: \$
  - (c) □ ALTA® Policy Proposed Insured: Proposed Policy Amount: \$
- 3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, <u>at the Commitment Date</u>, vested in:

Marylynn Ziesmer and Mark C. Ziesmer, as Trustees under the provision of a trust agreement dated the 17 day of April, 2002, Known as The Ziesmer Revocable Living Trust

5. The Land is described as follows:

## See Exhibit "A" attached hereto and made a part hereof

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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Form 50003700 (8-23-18)	Page 4 of 11	ALTA Commitment for Title Insurance (8-1-16) California
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**First American Title Insurance Company** 

File No: 3020-873557C216

Commitment No.: 3020-873557C216

## SCHEDULE B, PART I

#### Requirements

All of the following Requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- E. Releases(s) or Reconveyance(s) of Item(s): None
- F. Other: None
- G. You must give us the following information:
  - a. Any off record leases, surveys, etc.
  - b. Statement(s) of Identity, all parties.
  - c. Other:

With respect to the trust referred to in the vesting:

- a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
- b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
- c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

The following additional requirements, as indicated by "X", must be met:

[X] H. Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

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Form 50003700 (8-23-18)	Page 5 of 11	ALTA Commitment for Title Insurance (8-1-16)
	-	California

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The Company's Owner's Affidavit form (as provided by the company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- [X] I. An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- [] J. The following LLC documentation is required from:

(i) a copy of the Articles of Organization
(ii) a copy of the Operating Agreement, if applicable
(iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
(iv) express Company Consent to the current transaction

[] K. The following partnership documentation is required :

(i) a copy of the partnership agreement, including all applicable amendments thereto(ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State

(iii) express Partnership Consent to the current transaction

[] L. The following corporation documentation is required:

(i) a copy of the Articles of Incorporation
(ii) a copy of the Bylaws, including all applicable Amendments thereto
(iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
(iv) express Corporate Resolution consenting to the current transaction

- [] M. Based upon the Company's review of that certain partnership/operating agreement dated Not disclosed for the proposed insured herein, the following requirements must be met: Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
- [] N. A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.

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Form 50003700 (8-23-18)	Page 6 of 11	ALTA Commitment for Title Insurance (8-1-16)
	5	California

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- [X] O. Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
- [] P. Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
- [] Q. The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
- [] R. Financial statements from the appropriate parties must be submitted to the Company for review.
- [] S. A copy of the construction contract must be submitted to the Company for review.
- [] T. An inspection of the Land must be performed by the Company for verification of the phase of construction.
- [] U. The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

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Form 50003700 (8-23-18)	Page 7 of 11	ALTA Commitment for Title Insurance (8-1-16)
		California

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Schedule BI & BII (Cont.)

First American Title Insurance Company

File No: 3020-873557C216

Commitment No.: 3020-873557C216

## SCHEDULE B, PART II

## Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- 2. (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.
- 3. 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.
- 4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 5. 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.
- (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.
- 7. General and special taxes and assessments for the fiscal year 2018-2019, a lien not yet due or payable.
- 8. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

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Form 50003700 (8-23-18)	Page 8 of 11	ALTA Commitment for Title Insurance (8-1-16)
		California

- 9. A right of way for ditches and canals as reserved by the United States of America in the patent recorded February 27, 1914 in Book 16 of Patents, Page 247.
- 10. An easement for public utilities and incidental purposes, recorded February 19, 1942 in <u>Book 1070,</u> Page 481 of Official Records.

```
In Favor of:
Affects:
```

Southern California Edison Company, Ltd., a corporation as described therein

- 11. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted
- 12. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Report/Commitment.
- 13. Water rights, claims or title to water, whether or not shown by the public records.
- 14. Any lien, or right to a lien, imposed by law, as a result of services, labor, and/or materials used, or to be used, for improvement to the premises.

Any request for deletion of this exception must be accompanied by a completed owner's affidavit for our review, and may be subject to further requirements.

- 15. An easement for road declared a public highway January 7, 1915 filed in <u>Book 17, Page 226</u> of Minutes of the Board of Supervisors, being 30 feet on each side of Section lines known as County Road No. 330, also known as 90th Street West.
- 16. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
- 17. Rights of parties in possession.
- 18. The property covered by this report is vacant land.

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Form 50003700 (8-23-18)	Page 9 of 11	ALTA Commitment for Title Insurance (8-1-16)
		California

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

1. Taxes for proration purposes only for the fiscal year 2018-2019.

First Installment:	\$114.19, Paid
Second Installment:	\$114.18, Paid
Tax Rate Area:	119-004
APN:	374-250-08-00-3

- 2. The property covered by this report is vacant land.
- 3. According to the public records, there has been no conveyance of the land within a period of twentyfour months prior to the date of this report, except as follows:

None

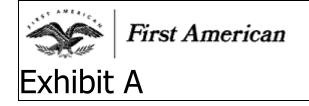
4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

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Form 50003700 (8	-23-10)	Page 10 of 11	ALTA Commitment for Title Insurance (8-1-16)
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ISSUED BY First American Title Insurance Company

File No: 3020-873557C216

File No.: 3020-873557C216

The Land referred to herein below is situated in the unincorporated area of the County of Kern, State of California, and is described as follows:

THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 13 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

For conveyancing purposes only: APN 374-250-08-00-3

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Form 50003700 (8-23-18)	Page 11 of 11	ALTA Commitment for Title Insurance (8-1-16)
		California



ISSUED BY



First American Title Insurance Company

File No: 3020-873557C217

## COMMITMENT FOR TITLE INSURANCE

## **Issued By**

## FIRST AMERICAN TITLE INSURANCE COMPANY

## NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES, ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## First American Title Insurance Company

( Comar

Dennis J. Gilmore President

Jeffrey S. Robinson Secretary

If this jacket was created electronically, it constitutes an original document.

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#### **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I-Requirements; and
  - (f) Schedule B, Part II—Exceptions.

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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Form 50003700 (8-23-18)	Page 2 of 11	ALTA Commitment for Title Insurance (8-1-16)
		California

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### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

#### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### 9. ARBITRATION

Arbitration provision intentionally removed.

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Form 50003700 (8-23-18)	Page 3 of 11	ALTA Commitment for Title Insurance (8-1-16)
	-	California

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	ALTA Commitment for Title Insurance
First American	ISSUED BY
Schedule A	First American Title Insurance Company
Schedule A	File No: 3020-873557C217

Issuing Agent: First American Title Insurance Company NationalIssuing Office: 666 Third Avenu<br/>NY 10017Commitment No.: 3020-873557C217Issuing Office File No.: 3020-87

Property Address: Vacant, Unincorporated Area County of Kern, Escrow Officer/Assistant: / CA Revision No.: Phone: /

Issuing Office: 666 Third Avenue, 5th Floor, New York, NY 10017 Issuing Office File No.: 3020-873557C217 Escrow Officer/Assistant: /

Phone: / Email: / Title Officer/Assistant: / Phone: / Email: /

### **SCHEDULE A**

- 1. Commitment Date: July 02, 2019 at 8:00 AM
- 2. Policy to be issued:
  - (a) ⊠ 2006 ALTA® Standard Leasehold Owner's Policy Proposed Insured: To Be Determined Proposed Policy Amount: \$ TBD
  - (b) □ 2006 ALTA® Policy Proposed Insured: Proposed Policy Amount: \$
  - (c) □ 2006 ALTA® Policy Proposed Insured: Proposed Policy Amount: \$
- 3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Vinam World Investment & Development dba Vinamstar Max-International, a California limited liability company

5. The Land is described as follows:

### See Exhibit "A" attached hereto and made a part hereof

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Form 50003700 (8-23-18)	Page 4 of 11	ALTA Commitment for Title Insurance (8-1-16) California
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ALTA Commitment for Title Insurance

**First American Title Insurance Company** 

File No: 3020-873557C217

Commitment No.: 3020-873557C217

### SCHEDULE B, PART I

### Requirements

All of the following Requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- E. Releases(s) or Reconveyance(s) of Item(s): None
- F. Other: None
- G. You must give us the following information:
  - a. Any off record leases, surveys, etc.
  - b. Statement(s) of Identity, all parties.
  - c. Other: None

The following additional requirements, as indicated by "X", must be met:

[X] H. Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by the company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

[] I. An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

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Form 50003700 (8-23-18)	Page 5 of 11	ALTA Commitment for Title Insurance (8-1-16)
10111 30003700 (0 23 10)	l age 5 of 11	
		California

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[X] J. The following LLC documentation is required from:

(i) a copy of the Articles of Organization
(ii) a copy of the Operating Agreement, if applicable
(iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
(iv) express Company Consent to the current transaction

[] K. The following partnership documentation is required :

(i) a copy of the partnership agreement, including all applicable amendments thereto (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State

(iii) express Partnership Consent to the current transaction

[] L. The following corporation documentation is required:

(i) a copy of the Articles of Incorporation
(ii) a copy of the Bylaws, including all applicable Amendments thereto
(iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
(iv) express Corporate Resolution consenting to the current transaction

- [X] M. Based upon the Company's review of that certain partnership/operating agreement dated Not disclosed for the proposed insured herein, the following requirements must be met: Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
- [] N. A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
- [X] O. Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
- [] P. Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
- [] Q. The Company's "Indemnity Agreement I" must be executed by the appropriate parties.

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Form 50003700 (8-23-18)	Page 6 of 11	ALTA Commitment for Title Insurance (8-1-16)
		California

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

- [] R. Financial statements from the appropriate parties must be submitted to the Company for review.
- [] S. A copy of the construction contract must be submitted to the Company for review.
- [] T. An inspection of the Land must be performed by the Company for verification of the phase of construction.
- [] U. The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

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Form 50003700 (8-23-18)	Page 7 of 11	ALTA Commitment for Title Insurance (8-1-16)
		California

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ALTA Commitment for Title Insurance

Schedule BI & BII (Cont.)

First American Title Insurance Company

File No: 3020-873557C217

Commitment No.: 3020-873557C217

### SCHEDULE B, PART II

### **Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- 2. (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.
- 3. 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.
- 4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 5. 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.
- 6. (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.
- 7. General and special taxes and assessments for the fiscal year 2019-2020, a lien not yet due or payable.
- 8. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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Form 50003700 (8-23-18)	Page 8 of 11	ALTA Commitment for Title Insurance (8-1-16)
		California

- 9. Taxes and assessments, if any, of the Antelope Valley-East Kern W. A. District.
- 10. Rights, rights of way, reservations and exceptions in the patent recorded April 05, 1915 in <u>Book 16 of</u> Patents, Page 388.
- An easement for right of ingress and egress to and from said land for the purpose of drilling, exploring and mining and in every way operating for such minerals and removing the same; and incidental purposes, recorded January 8, 1960 in Book 3227, Page 133 of Official Records. In Favor of:
   Affects:
- 12. An offer of dedication for ingress, egress and road purposes and incidental purposes, recorded December 13, 1983 in <u>Book 5614, Page 393</u> of Official Records. To: County of Kern

Terms and provisions contained in the above document.

Document re-recorded December 29, 1983 in Book 5618, Page 1975 of Official Records.

- 13. The terms and provisions contained in the document entitled "Memorandum of Real Estate Purchase Option Agreement" recorded May 01, 2019 as Instrument No. <u>219049775</u> of Official Records. By and between Vinam World Investment & Development dba Vinamstar Max-International, a California limited liability company and Sustainable Property Holdings, LLC, a Delaware limited liability company.
- 14. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
- 15. Rights of parties in possession.
- 16. Any lien, or right to a lien, imposed by law, as a result of services, labor, and/or materials used, or to be used, for improvement to the premises.

Any request for deletion of this exception must be accompanied by a completed owner's affidavit for our review, and may be subject to further requirements.

- 17. Water rights, claims or title to water, whether or not shown by the public records.
- 18. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
- 19. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Report/Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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Form 50003700 (8-23-18)	Page 9 of 11	ALTA Commitment for Title Insurance (8-1-16)
	-	California

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

1.Taxes for proration purposes only for the fiscal year 2018-2019.First Installment:\$441.49, PAIDSecond Installment:\$441.49, PAIDTax Rate Area:119-004APN:374-020-47-00-9

- 2. The property covered by this report is vacant land.
- 3. According to the public records, there has been no conveyance of the land within a period of twentyfour months prior to the date of this report, except as follows:

None

4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

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Form 50003700 (8-23-18)	Page 10 of 11	ALTA Commitment for Title Insurance (8-1-16)
		California

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ISSUED BY First American Title Insurance Company

File No: 3020-873557C217

File No.: 3020-873557C217

The Land referred to herein below is situated in an Unincorporated Area in the County of Kern, State of California, and is described as follows:

PARCEL 1 OF THE PARCEL MAP NO. 9676 RECORDED IN <u>BOOK 44 OF PARCEL MAPS, PAGE 111</u> IN THE OFFICE OF THE KERN COUNTY RECORDER IN THE COUNTY OF KERN, STATE OF CALIFORNIA. THE PROPERTY IS COMMONLY KNOWN AS APN 374-020-47.

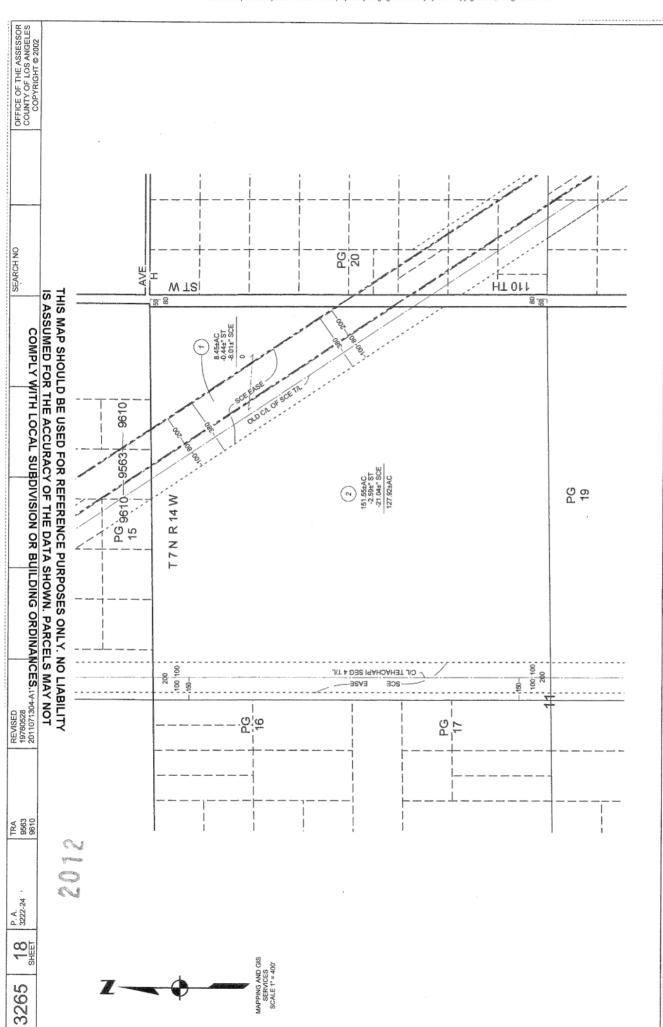
EXCEPTING THEREFROM AN UNDIVIDED ONE-FOURTH (1/4) INTEREST IN THE OIL, GAS AND OTHER MINERALS AND MINERAL RIGHTS, WHETHER METALLIC OR NON-METALLIC DESCRIBED IN A DEED RECORDED JANUARY 8, 1960 IN BOOK 3227, PAGE 133 OF OFFICIAL RECORDS.

For conveyancing purposes only: APN 374-020-47

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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Form 50003700 (8-23-18)	Page 11 of 11	ALTA Commitment for Title Insurance (8-1-16)
	-	California



# stewart title

Kaz Bernath Stewart Title of California, Inc. 11870 Pierce St Ste 100 Riverside, CA 92505 Phone: (951) 276-2700 Fax: KBernath@stewart.com

### PRELIMINARY REPORT

Order No.:01180-251494Title Unit No.:7435Your File No.:Buyer/Borrower Name:Seller Name:240 Lancaster Ave K LLC

Property Address: APN 3265-018-001, CA APN 3265-018-002, CA

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company 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 referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

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

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

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

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

Dated as of November 30, 2016 at 7:30 a.m.

Kaz Bernath, Title Officer

When replying, please contact: Kaz Bernath, Title Officer

### PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

- □ CLTA Standard Coverage Policy
- □ CLTA/ALTA Homeowners Policy
- □ 2006 ALTA Owner's Policy
- □ 2006 ALTA Loan Policy
- □ ALTA Short Form Residential Loan Policy
- Report Only

### SCHEDULE A

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

### A Fee

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

CAMCO Development Inc., Profit Sharing Plan, Willis E. Arnold and Lynette W. Arnold, Trustees of The Arnold Living Trust, William H. Skalak, Elizabeth E. Skalak, Skalak Family Trust, Phyllis Skalak, Trustee, Charles W. Kral, Kara G. Kral, Kevin Walden, Inc., Profit Sharing Plan, Kevin V. Walden, Trustee, Fountain Family Trust, Michael Fountain and Anita Fountain, Trustees

### LEGAL DESCRIPTION

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

The Northeast Quarter of Section 11, Township 7 North, Range 14 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

(End of Legal Description)

APN: <u>3265-018-001 & 3265-018-002</u>

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

### SCHEDULE B

## At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

#### Taxes:

A. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment	:	\$683.86	Delinquent
Penalty	:	\$68.38	
2nd Installment	:	\$683.85	Open
Parcel No.	:	3265-01	8-001
Code Area	:	09563	

B. Said property has been declared tax defaulted for non-payment of delinquent taxes for the fiscal year 2015 - 2016:

Amounts to redeem for the above stated fiscal year (and subsequent years, if any) a		
Amount	: \$827.75	
Ву	: December 31, 2016	
Amount	: \$837.87	
Ву	: January 31, 2017	
Amount	: \$847.99	
Ву	: February 28, 2017	
Affects	: A portion of the land described herein.	

C. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

: \$3,409.94 Delinquent
: \$340.99
: \$3,409.92 Open
: 3265-018-002
: 09610

D. Said property has been declared tax defaulted for non-payment of delinquent taxes for the fiscal year 2015 - 2016:

Amounts to redeem for the above stated fiscal year (and subsequent years, if any) are:

Amount :	\$4,026.73
By :	December 31, 2016
Amount :	\$4,077.17
By :	January 31, 2017
Amount :	\$4,127.61
By :	February 28, 2017
-	-

Affects : A portion of the land described herein.

- E. 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.
- F. Assessments, if any, for Community Facility Districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.

#### Exceptions:

- 1. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
- 2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- Any easements not disclosed by those public records which impart constructive notice as to matters affecting title to real property and which are not visible and apparent from an inspection of the surface of said land.
- 4. Easement(s) and rights incidental thereto as condemned by Final Decree of Condemnation,

Superior Court of:Los AngelesCounty Case No.:163064Recorded:of JudgmentsAffects:Said land

- 5. Any easement in favor of the public, over any portion of said land, included within the lines of any existing roads or highways.
- An easement for electric transmission lines, overhead and underground purposes, including easements for roads and the right to clear the land as therein provided and rights incidental thereto in favor of Southern California Edison Company as set forth in a document recorded May 7, 1958 as <u>Instr. # 3506</u>, of Official Records, affects portion of said land.
- 7. Covenants, conditions and restrictions, but omitting, except to the extent permitted by any applicable federal or state law, covenants or restrictions, if any, based on race, color, religion, sex, familial status, national origin, handicap, sexual orientation, marital status, ancestry, source of income, disability, medical condition, or other unlawful basis, as set forth in the document above.

Note: Section 12956.1 of the Government Code provides the following: If this document contains any restrictions based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

 An easement for to construct, maintain and repair an electric line, consisting of poles, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes and rights incidental thereto in favor of Southern California Edison Company, a Corporation as set forth in a document recorded May 7, 1958 as <u>Instr. # 3507</u>, of Official Records, affects portion of said land.

Restrictions on the use, by the owners of said land, of the easement area as set out in the easement document shown above.

Reference is made to said document for full particulars.

 An easement for pole lines and public utilities and rights incidental thereto in favor of Southern California Edison Company, a Corporation as set forth in a document recorded April 30, 1971 as <u>Instr. # 1109</u>, of Official Records, affects portion of said land. 10. Covenants, conditions and restrictions, but omitting, except to the extent permitted by any applicable federal or state law, covenants or restrictions, if any, based on race, color, religion, sex, familial status, national origin, handicap, sexual orientation, marital status, ancestry, source of income, disability, medical condition, or other unlawful basis, as set forth in the document above.

Note: Section 12956.1 of the Government Code provides the following: If this document contains any restrictions based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

- 11. An easement for public road and highway and rights incidental thereto in favor of County of Los Angeles as set forth in a document recorded February 27, 1976 as <u>Instr. # 4134</u> and <u>Instr. # 4135</u>, both of Official Records, affects the Easterly 50 feet.
- 12. A Conditional Certificate of Compliance, which among other things, provides for Conditional Certificate of Compliance

Executed By:	Department of Regional Planning
Dated:	Not shown
Compliance No.:	CC89-0111
Recorded:	April 5, 1989 as Instr. # 89-525816, of Official Records
Affects:	Said land

Reference is made to said document for full particulars.

- 13. An easement for power lines and poles and rights incidental thereto in favor of owners of said land as set forth in a document recorded October 13, 1989 as <u>Instr. # 89-1655755</u>, of Official Records, affects portion of said land.
- 14. The matters contained in an instrument entitled "Consent Agreement" dated January 10, 1991, by and between Southern California Edison Company and Sagebrush, a California general partnership upon the terms therein provided recorded January 18, 1991 as <u>Instr. # 91-81658</u>, of Official Records.

Reference is made to said document for full particulars.

And recorded February 19, 1991 as Instr. # 91-550079, of Official Records.

- 15. The effect of a Subordination Agreement, which recorded February 19, 2009 as Instr. # 20090228244, of Official Records.
- An easement for public utilities and rights incidental thereto in favor of Southern California Edison Company, a Corporation as set forth in a document recorded August 23, 2010 as <u>Instr. #</u> <u>20101172937</u>, of Official Records, affects said land.
- 17. Reservation and conditions, as disclosed by the above mentioned easement.
- 18. We will require a Statement of Information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matter which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties: Willis E. Arnold; Lynette W. Arnold; William H. Skalak; Elizabeth E. Skalak; Phyllis Skalak; Charles W. Kral; Kara G. Kral; Kevin Walden; Michael Fountain; Anita Fountain

(Note: The Statement of Information is necessary to complete the search and examination of title

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

- 19. Any invalidity or defect in the title of the vestees in the event that the trust referred to in the vesting portion of Schedule A is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.
- 20. Rights of parties in possession.
- 21. Any defect or invalidity in the title to said land occasioned by any violation of the bankruptcy code.
- Rights of the United States to redeem for 120 days from August 31, 2016 arising out of the foreclosure evidenced by a Trustees Deed recorded September 6, 2016 as <u>Instr. # 20161064853</u>, of Official Records.

Type/Rev: PVA

(End of Exceptions)

### NOTES AND REQUIREMENTS

For transactions where Stewart Title of California, Inc. is not the settlement/closing agent, a signed and dated copy of the attached "Acknowledgment of Receipt, Understanding and Approval of Affiliated Business Arrangement Disclosure Statement and STG Privacy Notice for Stewart Title Companies", will be required prior to recording.

- A. If title is to be insured in the trustee(s) of a trust or their act is to be insured, we will require a full copy of the trust agreement and any amendments thereto. In certain situations the Company may accept a Trust Certificate, pursuant to Section 18100.5 of the California Probate Code in lieu of the trust agreement. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.
- B. 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 your title officer immediately for further review.

### CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

### EXHIBIT "A"

### LEGAL DESCRIPTION

Order No.: 01180-251494 Escrow No.: 01180-251494

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

The Northeast Quarter of Section 11, Township 7 North, Range 14 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

APN: 3265-018-001 and 3265-018-002

(End of Legal Description)

### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: December 20, 2016

Escrow No.: 01180-251494

Property: APN 3265-018-001, CA APN 3265-018-002, CA

From:

This is to give you notice that ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	Charge or range of charges
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

### FOR TRANSACTIONS WHERE STEWART TITLE **OF CALIFORNIA IS NOT CLOSING ESCROW**

STCA Order Number: Subject Property APN:

01180-251494 Subject Property Address: APN 3265-018-001, CAAPN 3265-018-002, CA 3265-018-001 and 3265-018-002

### **ACKNOWLEDGMENT OF RECEIPT, UNDERSTANDING** AND APPROVAL OF "AFFILIATED BUSINESS **ARRANGEMENT DISCLOSURE STATEMENT" AND** "STG PRIVACY NOTICE FOR STEWART TITLE COMPANIES"

The undersigned hereby acknowledge that I/we have received, read, understand and approve 's "Affiliated Business Arrangement Disclosure Statement" and "STG Privacy Notice for Stewart Title Companies", provided to me/us in connection with the above captioned matter.

Read and signed on the 6th day of January, 2017

240 Lancaster Ave K LLC

### Exhibit A (Revised 06-03-11)

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

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

(a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not
  excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for
  value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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

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

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

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

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

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

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

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear 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.

#### 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:

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

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

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness 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) which 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, which are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

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

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

4.

(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.

- 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) which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are 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.

WARNING: THIS DOCUMENT MUST BE COMPLETED IN ITS ENTIRETY (1 THROUGH 9, BELOW MUST BE FILLED IN) FOR IT TO BE ACCEPTED BY . IF THIS IS NOT COMPLETED WILL REQUIRE A COMPLETE COPY OF THE TRUST, WITH A SIGNED AND ACKNOWLEDGED AFFIDAVIT.

### TRUSTEE CERTIFICATE

(California Probate Code Section 18100.5)

I/(We	e) *		
			(Name of Trustee(s))
Trust	tee(s) of the		
			(Name of Trust)
		the information set forth below at collectively called "Company")	the request of Stewart Title Company, a Texas Corporation, and its
partio WHE asce THE	cularly described REAS, Compar rtain whether it REFORE, acting	d in Exhibit "A", and ny has determined that the followi will be able to issue the requested	itle insurance policy on the following described real property, more ng information concerning the above named trust is necessary to policy of title insurance, bove named trust, I hereby certify and confirm to Company that the
1.	The		
	is currently in a	existence and was created on	(Name of Trust)
	is currently in e		(Date of Declaration of Trust)
2.	The settlor(s) of	of the trust are:	, ,
		stee(s) of the trust is/are: *	
	•	the trustee(s) are:	
			RCLE THE APPLICABLE CHOICE) olding any power to revoke the trust:
0.		vocable, the name of the person in	biding any power to revoke the trust.
7.		ultiple trustees, the number of curr rustee set forth above in Number 4	rently acting trustees' signature necessary to exercise the various and the validity bind the trust.
8. 9.		fication number (social security nu which title to trust assets should be	
whick the c 1810	h would cause f currently acting 0.5, effective Ja	the representations set forth herein trustees and being executed in c nuary 1, 1994 (Assembly Bill 1249	
me		reby certifies and declares the above	
*			*
ident	ity of the individual w	ficer completing this certificate verifies only the ho signed the document to which this certificat thfulness, accuracy, or validity of that docume	e
State	e of California	) )SS.	
Cour	nty of *	)	
On _		before me,	, Notary Public, personally who proved to me on the
basis that h	of satisfactory ev ne/she/they execu	vidence to be the person(s), whose na	me(s) is/are subscribed to the within instrument and acknowledged to me d capacity(ies), and that by his/her/their signature(s) on the instrument the
-	• • •		State of California that the foregoing paragraph is true and correct.
	IESS my hand an		
Signa			(this area for official notarial seal)
JUNIC			

File No.: 01180-251494 Trustee Certificate 1 SCE

### STG Privacy Notice Stewart Title Companies

#### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a</i> <i>Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

#### SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<ul> <li>We collect your personal information, for example, when you <ul> <li>request insurance-related services</li> <li>provide such information to us</li> </ul> </li> <li>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</li> </ul>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

*Contact us: If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 01180-251494

Order No. 01180-251494

### AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

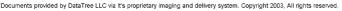
Such discounts apply to and include:

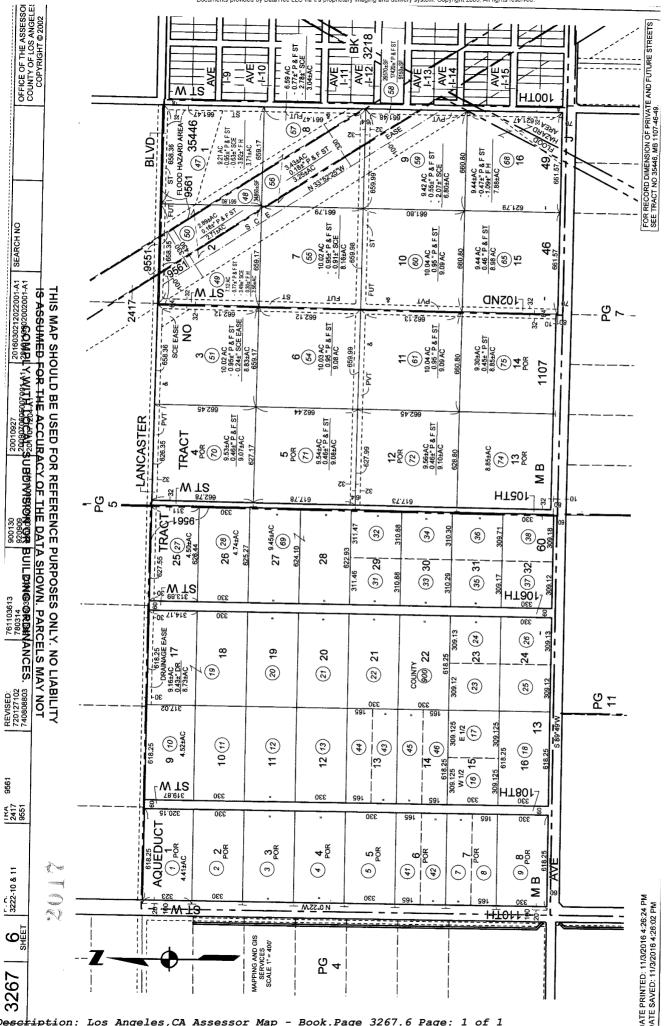
Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.





D<del>escripti</del>on: Los Angeles,CA Assessor Map - Book.Page 3267.6 Page: 1 of 1 Order: map1 Comment:



Kaz Bernath Title Officer Stewart Title of California, Inc. 11870 Pierce St Ste 100 Riverside, CA 92505 Phone (951) 276-2700 Fax (760) 259-2044 KBernath@stewart.com

### PRELIMINARY REPORT

Order No.:01180-251500Title Unit No.:7435Your File No.:Buyer/Borrower Name:Seller Name:Angela J Olson

Property Address: APN 3267-006-041, CA APN: 3267-006-042, CA

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company 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 referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

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

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

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

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

Dated as of November 30, 2016 at 7:30 a.m.

Kaz Bernath, Title Officer

When replying, please contact: Kaz Bernath, Title Officer

### PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

- □ CLTA Standard Coverage Policy
- □ CLTA/ALTA Homeowners Policy
- □ 2006 ALTA Owner's Policy
- □ 2006 ALTA Loan Policy
- □ ALTA Short Form Residential Loan Policy
- Report Only

### SCHEDULE A

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

A Fee

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

<u>Angela Jeanne Olson, a married woman as her sole and separate property</u>, subject to Item No. 6, of Schedule B.

### LEGAL DESCRIPTION

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

Parcel 1:

The North half of Lot No. 6, in the Aqueduct Tract, in the County of Los Angeles, State of California, as per map recorded in <u>Book 13, Page 60</u> of Maps, in the office of the County Recorder of said County.

Parcel 2:

Lot 6 of Aqueduct Tract, in the County of Los Angeles, State of California, as per map recorded in <u>Book</u> <u>13, Page 60</u> of Maps, in the office of the County Recorder of said County.

Except the North half thereof.

(End of Legal Description)

APN: <u>3267-006-041 and 3267-006-042</u>

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

### SCHEDULE B

## At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

#### Taxes:

A. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment	: \$192.55 Delinguent
Penalty	: \$19.25
2nd Installment	: \$192.54 Open
Parcel No.	: 3267-006-041
Code Area	: 9561
Parcel No.	: 3267-006-041

Said Matter Affects: Parcel 1

B. Said property has been declared tax defaulted for non-payment of delinquent taxes for the fiscal year 2012 - 2013:

Amounts to redeem for the above stated fiscal year (and subsequent years, if any) are:

Amount :	\$2,450.67
By :	December 31, 2016
Amount :	\$2,475.20
By :	January 31, 2017
Amount :	\$2,499.73
Ву :	February 28, 2017

Said Matter Affects: Parcel 1

C. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment	: \$192.55 Delinquent
Penalty	: \$19.25
2nd Installment	: \$192.54 Open
Parcel No.	: 3267-006-042
Code Area	: 09561

Said Matter Affects: Parcel 2

D. Said property has been declared tax defaulted for non-payment of delinquent taxes for the fiscal year 2012 - 2013:

Amounts to redeem for the above stated fiscal year (and subsequent years, if any) are:Amount: \$2,450.67By: December 31, 2016Amount: \$2,475.20By: January 31, 2017Amount: \$2,499.73By: February 28, 2017

Said Matter Affects: Parcel 2

- E. 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.
- F. Assessments, if any, for Community Facility Districts affecting said land which may exist by virtue

of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.

#### Exceptions:

- 1. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
- 2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- An easement for public road and highway and rights incidental thereto in favor of County of Los Angeles as set forth in a document recorded June 19, 1968 as Instrument No. <u>2836</u> in Book D-4038 Page 977 of Official Records, affects the Westerly 20 feet.
- 4. The effect of a Declaration and Grant of Easements Dated: June 30, 1971 Executed by: Edmund L. Stockton/Sophie Stockton Recorded: August 6, 1971 as Instrument No. <u>2730</u> of Official Records
- 5. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount	: \$33,500.00
Dated	: August 14, 1990
Trustor	: Marty Glickman, an unmarried man
Trustee	: Jonathon Financial Corporation, a California corporation
Beneficiary	: Gary Lee Solis, a married man as his separate property
Recorded	: August 24, 1990 as Instrument No. <u>90-1469082</u>
	: of Official Records

To avoid delays at the time of closing, please submit the original note, deed of trust, (Properly Executed) requested for reconveyance, and a final demand for pay-off executed by the record beneficiary.

In the event the demand is prepared by a servicing agent, the demand must be approved by the record beneficiary.

There is no recorded reconveyance or releases of the foregoing item. Please make inquiry of the record owner to establish the status of same. if it has been paid, please obtain proof of payment sufficient to obtain a bond from a surety company.

 Any defect in or invalidity of the title to the estate or interest of the vestee herein, arising out of or occasioned by that certain conveyance from Randall Kevin Olson husband of the grantee herein to Angela Jeanne Olson, a married woman as her sole and separate property, recorded February 23, 2009 as Instrument No. <u>20090246613</u> of Official Records.

This Company will require proof of the validity of said document prior to the issuance of any policy of title insurance.

The requirement that this Company. be furnished with an <u>affidavit</u>, notarized in the current escrow office or any Stewart Title office, along with a statement of information from Randall Kevin Olson to enable us to remove this exception from Schedule B.

The above referenced affidavit form is attached to this report and is subject to review and management approval upon our receipt.

 Notice of Power to sell tax defaulted property for non-payment of delinquent taxes for the fiscal year 2012 - 2013 in the original amount of \$412.54, recorded August 23, 2016 as Instrument No. <u>20161003416</u> of Official Records.

Said Matter Affects: Parcel 1

 Notice of Power to sell tax defaulted property for non-payment of delinquent taxes for the fiscal year 2012 - 2013 in the original amount of \$412.54, recorded August 23, 2016 as Instrument No. <u>20161003417</u> of Official Records.

Said Matter Affects: Parcel 2

- 9. If the policy to be issued requires priority insurance, over mechanic's liens and work has or is to be commenced prior to recording, this company will require a sufficient and approved indemnity agreement from the owner/trustor. To help avoid delays in your transaction, we should receive all pertinent information at least 5 working days prior to the close of escrow. Should you have any questions or need any additional information, please contact your title officer.
- 10. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 11. Rights of parties in possession.
- 12. Matters which may be disclosed by an inspection or by a survey of said land satisfactory to this Company or by inquiry of the parties in possession thereof.
- 13. We will require a Statement of Information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matter which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties: all parties

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

typist/ zd

(End of Exceptions)

### **NOTES AND REQUIREMENTS**

For transactions where Stewart Title of California, Inc. is not the settlement/closing agent, a signed and dated copy of the attached "Acknowledgment of Receipt, Understanding and Approval of Affiliated Business Arrangement Disclosure Statement and STG Privacy Notice for Stewart Title Companies", will be required prior to recording.

- A. There are no conveyances affecting said land, recorded with the County Recorder within 24 months of the date of this report.
- B. If an Owners Policy will be requested, please be aware that unless instructed otherwise, we will issue a CLTA Standard Coverage Owners Policy. If a different form of policy is contemplated for this transaction, please advise and contact your title officer for additional requirements.

### CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

### EXHIBIT "A"

### LEGAL DESCRIPTION

Order No.: 01180-251500 Escrow No.: 01180-251500

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

Parcel 1:

The North half of Lot No. 6, in the Aqueduct Tract, in the County of Los Angeles, State of California, as per map recorded in <u>Book 13, Page 60</u> of Maps, in the office of the County Recorder of said County.

Parcel 2:

Lot 6 of Aqueduct Tract, in the County of Los Angeles, State of California, as per map recorded in <u>Book</u> <u>13, Page 60</u> of Maps, in the office of the County Recorder of said County.

Except the North half thereof.

APN: 3267-006-041 and 3267-006-042

(End of Legal Description)

### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: December 20, 2016

Escrow No.: 01180-251500

Property: APN 3267-006-041, CA APN: 3267-006-042, CA

From:

This is to give you notice that ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	Charge or range of charges
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

### FOR TRANSACTIONS WHERE STEWART TITLE **OF CALIFORNIA IS NOT CLOSING ESCROW**

STCA Order Number: Subject Property APN:

01180-251500 Subject Property Address: APN 3267-006-041, CAAPN: 3267-006-042, CA 3267-006-041 and 3267-006-042

### **ACKNOWLEDGMENT OF RECEIPT, UNDERSTANDING** AND APPROVAL OF "AFFILIATED BUSINESS **ARRANGEMENT DISCLOSURE STATEMENT" AND** "STG PRIVACY NOTICE FOR STEWART TITLE COMPANIES"

The undersigned hereby acknowledge that I/we have received, read, understand and approve 's "Affiliated Business Arrangement Disclosure Statement" and "STG Privacy Notice for Stewart Title Companies", provided to me/us in connection with the above captioned matter.

Read and signed on the 6th day of January, 2017

Angela J Olson

#### Exhibit A (Revised 06-03-11)

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

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

(a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not
  excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for
  value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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

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

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

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

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

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

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

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear 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.

#### 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:

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

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

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness 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) which 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, which are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

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

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

4.

(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.

- 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) which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are 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.

### STG Privacy Notice Stewart Title Companies

#### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?	
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No	
For our marketing purposes— to offer our products and services to you.	Yes No		
For joint marketing with other financial companies	No	We don't share	
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a</i> <i>Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No	
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share	
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.	
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share	

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

#### SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?To protect your personal information from unauthorized acce use security measures that comply with federal law. T include computer, file, and building safeguards.	
How do the Stewart Title Companies collect my personal information?	<ul> <li>We collect your personal information, for example, when you <ul> <li>request insurance-related services</li> <li>provide such information to us</li> </ul> </li> <li>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</li> </ul>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

*Contact us: If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 01180-251500

Order No. 01180-251500

### AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

# stewart title

Kaz Bernath Stewart Title of California, Inc. 11870 Pierce St Ste 100 Riverside, CA 92505 Phone: (951) 276-2700 Fax: KBernath@stewart.com

### PRELIMINARY REPORT

Order No.:01180-251498Title Unit No.:7435Your File No.::Buyer/Borrower Name::Seller Name:Antonios Margaritis

Property Address: APN 3267-004-016, CA APN 3267-004-017, CA APN 3267-004-018, CA APN 3267-004-044, CA APN 3267-004-045, CA APN 3267-004-047, CA APN 3267-004-048, CA APN 3267-004-049, CA APN 3267-004-050, CA APN 3267-004-051, CA APN 3267-004-052, CA

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company 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 referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

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

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

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

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

Dated as of December 08, 2016 at 7:30 a.m.

Kaz Bernath, Title Officer

When replying, please contact: Brenda Gutierrez

Stewart Title Commercial Services 1980 Post Oak Blvd Ste 610 Houston, TX 77056-3845 (800) 729-1906

### PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

- CLTA Standard Coverage Policy
- □ CLTA/ALTA Homeowners Policy
- □ 2006 ALTA Owner's Policy
- □ 2006 ALTA Loan Policy
- □ ALTA Short Form Residential Loan Policy

### SCHEDULE A

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

Fee

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

Antonio Margaritis, trustee of the Antonio Margaritis Living Trust dated September 8, 2016

### LEGAL DESCRIPTION

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

The Southeast quarter of Section 14, Township 7 North, Range 14 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the official plat of said land.

Except the North half of the North half of the North half of said Southeast quarter.

Also Except the West half, established by bisecting the North and South lines, or the Southwest quarter of the Southeast quarter of said Section.

Also Except the West half, established by bisecting the North and South lines, of the East half, established by bisecting the North and South lines, of the Southwest quarter of the Southeast quarter of said section.

Except therefrom an undivided 25 percent of all oil, gas and other hydrocarbon substances and other mineral rights whether metallic or non-metallic in and under said land which may be extracted from or produced from or upn said land, as provided in the Deed from Herman Herbat, et al, recorded April 2, 1942 in Book 19199 page 275, of Official Records of said County.

(End of Legal Description)

APN <u>3267-004-016, 017, 018, 044, 045, 047, 048, 049, 050, 051, & 052</u>

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

### SCHEDULE B

## At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

#### Taxes:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2017 2018.
- B. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 2017:

1st Installment	:	\$275.06	Paid
2nd Installment	:	\$275.06	Open
Parcel No.	:	3267-004-	016
Code Area	:	09610	

C. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment	: \$154.25 Paid
2nd Installment	: \$154.25 Open
Parcel No.	: 3267-004-017
Code Area	: 09610

D. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment	:	\$154.25	Paid
2nd Installment	:	\$154.24	Open
Parcel No.	:	3267-004-	-018
Code Area	:	09610	

E. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment	: \$190.96 Paid
2nd Installment	: \$190.94 Open
Parcel No.	: 3267-004-044
Code Area	: 09610

F. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment	: \$194.21 Paid
2nd Installment	: \$194.19 Open
Parcel No.	: 3267-004-045
Code Area	: 09610

G. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment	: \$187.33 Paid
2nd Installment	: \$187.32 Open
Parcel No.	: 3267-004-047
Code Area	: 09610

H. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment	:	\$187.33	Paid
2nd Installment	:	\$187.32	Open
Parcel No.	:	3267-00	4-048
Code Area	:	09610	

I. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment	: \$187.33 Paid
2nd Installment	: \$187.32 Open
Parcel No.	: 3267-004-049
Code Area	: 09610

J. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment	: \$187.33 Paid
2nd Installment	: \$187.32 Open
Parcel No.	: 3267-004-050
Code Area	: 09610

K. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment	: \$187.33 Paid
2nd Installment	: \$187.32 Open
Parcel No.	: 3267-004-051
Code Area	: 09610

L. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment	: \$196.03 Paid
2nd Installment	: \$196.01 Open
Parcel No.	: 3267-004-052
Code Area	: 09610

- M. 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.
- N. Assessments, if any, for Community Facility Districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.

#### Exceptions:

- 1. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
- An easement for storm drain and rights incidental thereto in favor of County of Los Angeles as set forth in a document recorded June 1, 1944 in <u>Book 20873, Page 377</u> of Official Records, affects the West 30 feet of the Eat 80 feet
- An easement for public road and highway purposes and rights incidental thereto in favor of the County of Los Angeles as set forth in a document recorded June 27, 1950 in <u>Book 33519, Page</u> <u>311</u> of Official Records, affects Southerly 30 feet.
- An easement for public road and highway purposes and rights incidental thereto in favor of the County of Los Angeles as set forth in a document recorded March 11, 1965, <u>Instrument No. 3067</u> of Official Records, affects The Easterly 50 feet.

5. Effect of:

An easement for ingress, egress and road purposes and rights incidental thereto as set forth in a document recorded June 28, 1968 <u>Instrument No. 5146</u> of Official Records, affects the West 40 feet, the South 50 feet, and the East 50 feet.

Pursuant to Conditions therein contained.

- 6. Certificate of Compliance executed by the Department of Reginal Planning, County of Los Angeles, recorded November 5, 1980, as <u>Instrument 80-1113731</u> of Official Records.
- 7. Grant of Waiver and Certificate of Compliance executed by the Department of Reginal Planning, County of Los Angeles, recorded July 24, 1981, as <u>Instrument 81-742747</u> of Official Records.
- An easement for the right to construct, maintain, operate, and use, slope and appurtenant structures and rights incidental thereto in favor of County of Los Angeles as set forth in a document recorded July 24, 1981, as <u>Instrument 81-742749</u> of Official Records, affects "Shown as Parcel 3 of Map attached to said document".

And also recorded July 24, 1981, as Instrument <u>81-742753</u>, <u>81-742759</u>, <u>81-742762</u>, <u>81-742764</u>, <u>81-742767</u> and <u>81-742770</u> of Official Records.

9. An offer of Dedication

Recorded:	July 24, 1981, as Instrument 81-742750 of Official Records
In Favor of:	County of Los Angeles
For:	Public Road and Highway
Affects:	"Shown as Parcel 2 on the Map attached to said document"

And also recorded July 24, 1981, as Instrument <u>81-742751</u>, <u>81-742756</u>, <u>81-742758</u>, <u>81-742765</u>, <u>81-742766</u> and <u>81-742769</u> of Official Records.

10. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

0000100 1101009.	
Amount	: \$148,500.00
Dated	: July 31, 1981
Trustor	: John P. Eliopulos and Georgia Eliopulos, husband and wife as Joint Tenants
Trustee	: Antelope Valley Escrow co., A California corporation
Beneficiary	: George Q. Woo, an unmarried man, as to an undivided 2/25ths interest; Peggy S. Woo, an unmarried woman, as to an undivided 2/25ths interest; Tom Q. Woo and Lilly Woo, husband and wife, as Joint Tenants, as to an undivided 4/25ths interest; James Q. Woo, an unmarried man, as to an undivided 2/25ths interest; Esther Chew Lem, a married woman, as to an undivided 1/25ths interest; Hainie Chew, a single man, as to an undivided 4/25ths interest; Charles Yoek Lim, a widower, as to an undivided 5/25ths interest; Joe Jow Lim and Fee Jin Lim husband and wife, as to an undivided 5/25ths interest
Recorded	: August 6, 1981, as Instrument 81-786205 of Official Records
Loan No.	: None shown

11. An easement for construct, operate, use, maintain, inspect, repair, renew, replace, reconstruct, enlarge, alter, add too, improve, relocate and remove, at any time and from time to time, electric lines, consisting of one or more lines of towers, poles and other structures, wires, cables, including ground wires and communication circuits, both overhead and underground rights incidental thereto in favor of Southern California Edison Company, A California Corporation as set forth in the Final Order of Condemnation filed October 12, 2011, Case No. BC 430386, and recorded November 2, 2011, as Instrument 2011-1487653 of Official Records, affects portions of the herein described property.

Terms and provisions contained in the above document.

12. Terms and provisions of an Memorandum of Option:

Dated	: March 2012
Seller	: Antonios Margaritis
Buyer	: TUUSSO ENERGY, LLC, a Delaware limited liability company
Recorded	: April 2, 2012, as Instrument 2012-0497017 of Official Records.

Memorandum of Assignment of Option to Purchase and Purchase and Sale Agreement dated February 20, 2012, TUUSSO ENERGY, LLC, a Delaware limited liability company, (Assignor) and TA-Acacia, LLC, a California limited liability company, (Assignee), recorded April 111, 2012, as Instrument 2012-0544508 of Official Records.

Amendment to Memorandum of Option dated February 12, 2013, executed by and between Antonios Margaritis, (Seller) and TA-ACACIA, LLC, a California limited liability company, (Buyer), recorded February 20, 2013, as <u>Instrument 2013-0261870</u> of Official Records.

Second Amendment to Memorandum of Option dated February 19, 2014, executed by and between Antonios Margaritis, (Seller) and TA-ACACIA, LLC, a California limited liability company, (Buyer), recorded April 25, 2014, as <u>Instrument 2014-0428872</u> of Official Records.

 Matters contained in that certain document entitled "Affidavit of Acceptance" dated February 18, 2014, executed by and between Antonios Margaritis, et al and Department of Regional Planning, County of Los Angeles Recorded: April 16, 2014, as Instrument 2014-0388378 of Official Records

Which document, among other things, contains or provides for "to authorize the construction, operation, and maintenance of a photovoltaic solar electric generating plant in the A-2-5 'Heavy Agricultural-Five Acre Minimun Required Lot Area' Zone pursuant to the Los Angeles County Code Section 22.24.150.".

Reference is hereby made to the public record for full particulars.

(Affect the herein described property and other property)

14. An easement for hiking, mountain biking and equestrian trail purposes and the right to, construct, maintain, use, and operate and access such hiking, mountain biking and equestrian trail, gate, and fence and rights incidental thereto in favor of the County of Los Angeles, a body corporate and politic as set forth in a document recorded July 2, 2014, as <u>Instrument 2014-0687156</u> of Official Records, affects portions of the herein described property.

Matters contained in that certain document entitled "Multi-Use Trail Easement" dated July 1, 2014, executed by and between Antonios Margaritis and the County of Los Angeles, a body corporate and politic Recorded: July 2, 2014, as Instrument 2014-0687156 of Official Records,

Which document, among other things, contains or provides for reservations and conditions pertaining to said easement.

Reference is hereby made to the public record for full particulars.

16. Terms and provisions of an unrecorded lease executed by Antonio Margaritis, as lessor, and TA-ACACIA, LLC, as lessee as disclosed by Memorandum of Solar Energy Ground Lease recorded July 21, 2014, as <u>Instrument 2014-0751499</u> 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. Any and all unrecorded leases.
- 18. Any facts, rights, interests or claims which are not disclosed by the public records but which could be ascertained by making inquiry of the parties in possession of the herein described land.
- 19. Any easements, liens (including but not limited to any Statutory Liens for labor or materials arising from any on-going or recently completed works of improvement), encumbrances, facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the herein described land.
- 20. Discrepancies, conflicts in boundary lines, shortages in area, encroachments or any other facts which a correct survey of the herein described land would disclose which are not shown by the public records and the requirement that said survey meets with the minimum standards for ALTA/ ACSM Land title surveys.

If ALTA Survey is obtained, said ALTA survey needs to be certified to both Stewart Title of California, Inc. and to Stewart Title Guaranty Company, our Underwriter.

- 21. Any invalidity or defect in the title of the vestees in the event that the trust referred to in the vesting portion of Schedule A is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.
- 22. If title is to be insured in the trustee(s) of a trust or their act is to be insured, we will require a full copy of the trust agreement and any amendments thereto. In certain situations the Company may accept a Trust Certificate, pursuant to Section 18100.5 of the California Probate Code in lieu of the trust agreement. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.
- 23. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

(End of Exceptions)

### **NOTES AND REQUIREMENTS**

For transactions where Stewart Title of California, Inc. is not the settlement/closing agent, a signed and dated copy of the attached "Acknowledgment of Receipt, Understanding and Approval of Affiliated Business Arrangement Disclosure Statement and STG Privacy Notice for Stewart Title Companies", will be required prior to recording.

A. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

Quitclaim Deed from Antonio Margaritis to Antonio Margaritis, trustee of the Antonio Margaritis living trust dated 9-8-16, recorded September 26, 2016, as <u>Instrument 2016-1165190</u> of Official Records

- B. This report is preparatory to the issuance of an ALTA loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA Endorsement Forms 100 and 116 and if applicable, 115 and 116.2 attached.
- C. When issued, the CLTA Endorsement Form 116 or 116.2, if applicable will reference a(n)

Commercial / Industrial, APN 3267-004-016, CA

APN 3267-004-017 APN 3267-004-018 APN 3267-004-044 APN 3267-004-045 APN 3267-004-047 APN 3267-004-048 APN 3267-004-049 APN 3267-004-050 APN 3267-004-051 APN 3267-004-052

- D. The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Rate.
- E. The map attached, if any, may or may not be a survey of the land depicted hereon. Stewart Title expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.
- F. A Preliminary Change of Ownership Report must be completed by the transferee (buyer) prior to the transfer of property in accordance with the provisions of Section 480.3 of the Revenue and Taxation Code. The Preliminary Change of Ownership Report should be submitted to the recorder concurrent with the recordation of any document effecting a change of ownership. If a document evidencing a change of ownership (i.e. Deed, Affidavit-Death Joint Tenant) is presented to the recorder for recording without a preliminary change of ownership report, the recorder may charge an additional \$20.00
- G. If your property is in San Francisco, it is the requirement of the City and County of San Francisco that a Transfer Tax affidavit to be completed and signed by the Grantor for each deed submitted for recording. This is an addition to a Preliminary Change of Ownership Report.
- H. In addition to County Transfer Tax, any conveyance of the herein described property may be subject to a City Transfer and/or Conveyance Tax, as follows.

Alameda	\$12.00 per thousand
Albany	\$11.50 per thousand
Berkeley	\$15.00 per thousand
Culver City	\$4.50 per thousand
Emeryville	\$12.00 per thousand
Hayward	\$4.50 per thousand
Los Angeles	\$4.50 per thousand
Mountain View	\$3.30 per thousand
Oakland	\$15.00 per thousand
Palo Alto	\$3.30 per thousand
Petaluma	\$2.00 per thousand
Piedmont	\$13.00 per thousand
Pomona	\$2.20 per thousand
Redondo Beach	\$2.20 per thousand
Richmond	\$7.00 per thousand
Riverside	\$1.10 per thousand
Sacramento	\$2.75 per thousand
San Leandro	\$6.00 per thousand
City and County of	Up to \$250,000 = \$5.00 per thousand
San Francisco	\$250,000 to \$1,000,000 = \$6.80 per thousand
	\$1,000,000 to \$5,000,000 = \$7.50 per thousand
	\$5,000,000 to 10,000,000 = \$20.00 per thousand
	Above \$10,000,000 = \$25.00 per thousand
	(Do not add the additional \$1.10 for County Tax, it is included)
San Jose	\$3.30 per thousand
San Mateo	\$5.00 per thousand
San Rafael	\$2.00 per thousand
Santa Monica	\$3.00 per thousand
Santa Rosa	\$2.00 per thousand
Vallejo	\$3.30 per thousand
Woodland	\$1.10 per thousand

Additional Requirements for "Short Sale" Transactions in which a lender will accept less than the outstanding balance of its loan as full satisfaction of the obligation:

The Company will require, prior to the issuance of a policy of title insurance, evidence that the first position trust deed holder has received and acknowledged all payments to be made to subordinal position lien holders, regardless of whether such payments are to be made from proceeds or from contributions by real estate brokers and/or buyers in the subject transaction, or from other third-p sources. Evidence shall include but not be limited to: (a) a written demand from the first-position deed holder acknowledging and approving payments to subordinate-position lien holders from proceeds and otherwise; or (b) a supplemental letter or amended demand from the first-position I holder acknowledging payments to be made to subordinate lien holders from sources other than proceeds (including broker commissions and additional buyer deposits).

J.

I.

### CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

### EXHIBIT "A"

### LEGAL DESCRIPTION

Order No.: 01180-251498 Escrow No.: 01180-251498

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

The Southeast quarter of Section 14, Township 7 North, Range 14 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the official plat of said land.

Except the North half of the North half of the North half of said Southeast quarter.

Also Except the West half, established by bisecting the North and South lines, or the Southwest quarter of the Southeast quarter of said Section.

Also Except the West half, established by bisecting the North and South lines, of the East half, established by bisecting the North and South lines, of the Southwest quarter of the Southeast quarter of said section.

Except therefrom an undivided 25 percent of all oil, gas and other hydrocarbon substances and other mineral rights whether metallic or non-metallic in and under said land which may be extracted from or produced from or upn said land, as provided in the Deed from Herman Herbat, et al, recorded April 2, 1942 in Book 19199 page 275, of Official Records of said County.

(End of Legal Description)

### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: January 04, 2017

Escrow No.: 01180-251498

Property: APN 3267-004-016, CA APN 3267-004-017, CA APN 3267-004-018, CA APN 3267-004-044, CA APN 3267-004-045, CA APN 3267-004-047, CA APN 3267-004-048, CA APN 3267-004-049, CA APN 3267-004-050, CA APN 3267-004-051, CA APN 3267-004-052, CA

#### From:

This is to give you notice that ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	Charge or range of charges
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

### FOR TRANSACTIONS WHERE STEWART TITLE OF CALIFORNIA IS NOT CLOSING ESCROW

 STCA Order Number:
 01180-251498

 Subject Property Address:
 APN 3267-004-016, CA APN 3267-004-017, CA APN 3267-004-044, CA APN 3267-004-045, CA APN 3267-004-047, CA APN 3267-004-048, CA APN 3267-004-047, CA APN 3267-004-048, CA APN 3267-004-049, CA APN 3267-004-050, CA APN 3267-004-051, CA APN 3267-004-052, CA

Subject Property APN:

### ACKNOWLEDGMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF "AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT" AND "STG PRIVACY NOTICE FOR STEWART TITLE COMPANIES"

The undersigned hereby acknowledge that I/we have received, read, understand and approve 's "Affiliated Business Arrangement Disclosure Statement" and "STG Privacy Notice for Stewart Title Companies", provided to me/us in connection with the above captioned matter.

Read and signed on the 6th day of January, 2017

Antonios Margaritis

#### Exhibit A (Revised 06-03-11)

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

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

(a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not
  excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for
  value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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

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

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

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

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

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

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

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear 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.

#### 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:

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

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

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness 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) which 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, which are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

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

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

4.

(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.

- 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) which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are 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.

WARNING: THIS DOCUMENT MUST BE COMPLETED IN ITS ENTIRETY (1 THROUGH 9, BELOW MUST BE FILLED IN) FOR IT TO BE ACCEPTED BY . IF THIS IS NOT COMPLETED WILL REQUIRE A COMPLETE COPY OF THE TRUST, WITH A SIGNED AND ACKNOWLEDGED AFFIDAVIT.

### **TRUSTEE CERTIFICATE**

(California Probate Code Section 18100.5)

I/(We) *		
. ,		(Name of Trustee(s))
Trustee(s) of the		
_		(Name of Trust)
	the information set forth below at to below at to below at the below a	the request of Stewart Title Company, a Texas Corporation, and its
particularly described WHEREAS, Compan ascertain whether it w THEREFORE, acting	in Exhibit "A", and y has determined that the followi vill be able to issue the requested	title insurance policy on the following described real property, more ng information concerning the above named trust is necessary to policy of title insurance, bove named trust, I hereby certify and confirm to Company that the
1. The		
io ourrontly in o	vistance and was areated on	(Name of Trust)
is currently in e	xistence and was created on	(Date of Declaration of Trust)
2. The settlor(s) of	the trust are:	
3. The current trus	stee(s) of the trust is/are: *	
4. The powers of t		
		RCLE THE APPLICABLE CHOICE)
6. If the trust is rev	ocable, the name of the person h	olding any power to revoke the trust:
	ltiple trustees, the number of curr ustee set forth above in Number 4	rently acting trustees' signature necessary to exercise the various and the validity bind the trust.
	ication number (social security nu which title to trust assets should be	
which would cause the the currently acting the 18100.5, effective Jan	ne representations set forth herein trustees and being executed in o nuary 1, 1994 (Assembly Bill 1249	
The undersigned here	eby certifies and declares the above	ve to be true.
*		*
identity of the individual wh	cer completing this certificate verifies only the o signed the document to which this certificat hfulness, accuracy, or validity of that document	e
State of California	) )SS.	
County of *	)	
On	before me,	, Notary Public, personally
that he/she/they execut		who proved to me on the me(s) is/are subscribed to the within instrument and acknowledged to me d capacity(ies), and that by his/her/their signature(s) on the instrument the ed, executed the instrument.
I certify under PENALT	OF PERJURY under the laws of the	State of California that the foregoing paragraph is true and correct.
WITNESS my hand and		
Signature		(this area for official notarial seal)

### STG Privacy Notice Stewart Title Companies

#### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a</i> <i>Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

#### SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	e We must notify you about our sharing practices when you request a transaction.	
How do the Stewart Title Companies protect my personal information? To protect your personal information from unauthorized access a use security measures that comply with federal law. These include computer, file, and building safeguards.		
How do the Stewart Title Companies collect my personal information?	<ul> <li>We collect your personal information, for example, when you <ul> <li>request insurance-related services</li> <li>provide such information to us</li> </ul> </li> <li>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</li> </ul>	
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.	

*Contact us: If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 01180-251498

Order No. 01180-251498

### AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

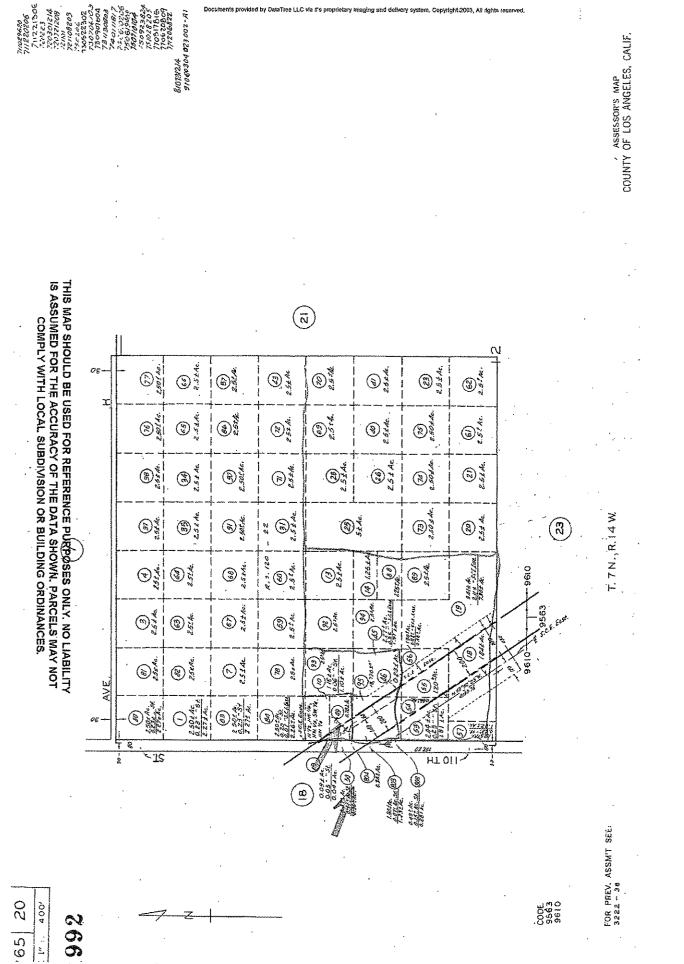
Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.



Description: Los Angeles, CA Assessor Map - Book.Page 3265.20 Page: 1 of 1 Order: qqaallm Comment:

# stewart title

Kaz Bernath Stewart Title of California, Inc. 11870 Pierce St Ste 100 Riverside, CA 92505 Phone: (951) 276-2700 Fax: KBernath@stewart.com

### PRELIMINARY REPORT

Order No.:01180-251496Title Unit No.:7435Your File No.:Buyer/Borrower Name:Seller Name:John DiPietro and Madlene DiPietro

Property Address: unimproved land, CA unimproved land, CA

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company 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 referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

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

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

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

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

Dated as of November 17, 2016 at 7:30 a.m.

Kaz Bernath, Title Officer

When replying, please contact: Kaz Bernath, Title Officer

### **PRELIMINARY REPORT**

The form of Policy of Title Insurance contemplated by this report is:

- □ CLTA Standard Coverage Policy
- □ CLTA/ALTA Homeowners Policy
- □ 2006 ALTA Owner's Policy
- □ 2006 ALTA Loan Policy
- □ ALTA Short Form Residential Loan Policy
- E Preliminary search

### SCHEDULE A

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

Fee

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

John DiPietro and Madlene DiPietro, husband and wife as joint tenants

### LEGAL DESCRIPTION

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

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT.

APN: <u>3265-020-049</u> 3265-020-050

(End of Legal Description)

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

### SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

#### Taxes:

- A. Property taxes for the fiscal year 2016 2017 shown below are paid. For proration purposes the amounts are: 1st Installment : \$37.54 2nd Installment : \$37.53 : 3265-020-049 Parcel No. : 009-610 Code Area 1st Installment : \$0 2nd Installment : \$0 Parcel No. : 3265-020-050 Code Area : 009-563
- B. Assessments, if any, for Community Facility Districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.
- C. 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.

#### Exceptions:

- An easement for two poles for communication facilities and rights incidental thereto in favor of Southern California Edison Company as set forth in a document recorded October 7, 1924 in <u>Book 4033, Page 396</u>, Official Records, affects: reference is made to said document for full particulars.
- An easement for public road and highway purposes and rights incidental thereto in favor of Southern California Edison Company as set forth in a document recorded January 27, 1928 in <u>Book 7778, Page 220</u>, Official Records, affects the westerly 30 feet.
- The matters contained in an instrument entitled "Declaration and Grant of Easements" dated September 10, 1968, by and between Leslie Broudy and Nina Roberts upon the terms therein provided recorded June 9, 1969 as <u>Instrument No. 69-2920</u>, Official Records.
- Matters contained in a document entitled, "Notice of Intention to Record a Notice of Violation", per the terms and conditions therein, recorded May 7, 1981 as <u>Instrument No. 81-460565</u>, Official Records.
- An easement for electrical power facilities and rights incidental thereto in favor of Sagebrush as set forth in a document recorded September 12, 1989 as <u>Instrument No. 89-1464701</u>, Official Records, affects: reference is made to said document for full particulars.
- 6. We will require a Statement of Information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matter which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties: John DiPietro

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

- 7. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
- 8. Rights of tenants in possession of said land by reason of unrecorded leases. Kindly forward said lease, or a current certified tenant rent roll.
- 9. Matters which may be disclosed by an inspection or by a survey of said land satisfactory to this Company, or by inquiry of the parties in possession thereof.
- 10. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

(End of Exceptions)

### NOTES AND REQUIREMENTS

For transactions where Stewart Title of California, Inc. is not the settlement/closing agent, a signed and dated copy of the attached "Acknowledgment of Receipt, Understanding and Approval of Affiliated Business Arrangement Disclosure Statement and STG Privacy Notice for Stewart Title Companies", will be required prior to recording.

- A. There are no conveyances affecting said land, recorded with the County Recorder within 24 months of the date of this report.
- B. 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 your title officer immediately for further review.
- C. This report can be used as an expedited search/starter in a subsequent sale.

This report is preparatory to the issuance of an ALTA loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA Endorsement Forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA Endorsement Form 116 or 116.2, if applicable will reference a(n) \*, APN 3265-020-049, , California

The charge for a policy of title insurance, when issued through this title order, will be based on the \*.

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

### CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

### EXHIBIT "A"

#### LEGAL DESCRIPTION

Order No.: 01180-251496 Escrow No.: 01180-251496

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

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT.

APN: <u>3265-020-049</u> 3265-020-050

(End of Legal Description)

### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: December 09, 2016

Escrow No.: 01180-251496

Property: unimproved land, CA unimproved land, CA

From:

This is to give you notice that ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	Charge or range of charges
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

### FOR TRANSACTIONS WHERE STEWART TITLE OF CALIFORNIA IS NOT CLOSING ESCROW

STCA Order Number: Subject Property Address: Subject Property APN: 01180-251496 unimproved land, CA unimproved land, CA

### ACKNOWLEDGMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF "AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT" AND "STG PRIVACY NOTICE FOR STEWART TITLE COMPANIES"

The undersigned hereby acknowledge that I/we have received, read, understand and approve 's "Affiliated Business Arrangement Disclosure Statement" and "STG Privacy Notice for Stewart Title Companies", provided to me/us in connection with the above captioned matter.

Read and signed on the 6th day of January, 2017

John DiPietro

Madlene DiPietro

#### Exhibit A (Revised 06-03-11)

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

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

(a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not
  excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for
  value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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

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

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

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

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

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

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

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear 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.

#### 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:

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

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

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness 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) which 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, which are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

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

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

4.

(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.

- 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) which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are 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.

WARNING: THIS DOCUMENT MUST BE COMPLETED IN ITS ENTIRETY (1 THROUGH 9, BELOW MUST BE FILLED IN) FOR IT TO BE ACCEPTED BY . IF THIS IS NOT COMPLETED WILL REQUIRE A COMPLETE COPY OF THE TRUST, WITH A SIGNED AND ACKNOWLEDGED AFFIDAVIT.

TRUSTEE CERTIFICATE (California Probate Code Section 18100.5)

SCETRUST

### STG Privacy Notice Stewart Title Companies

#### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a</i> <i>Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

#### SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<ul> <li>We collect your personal information, for example, when you <ul> <li>request insurance-related services</li> <li>provide such information to us</li> </ul> </li> <li>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</li> </ul>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

*Contact us: If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 01180-251496

Order No. 01180-251496

### AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

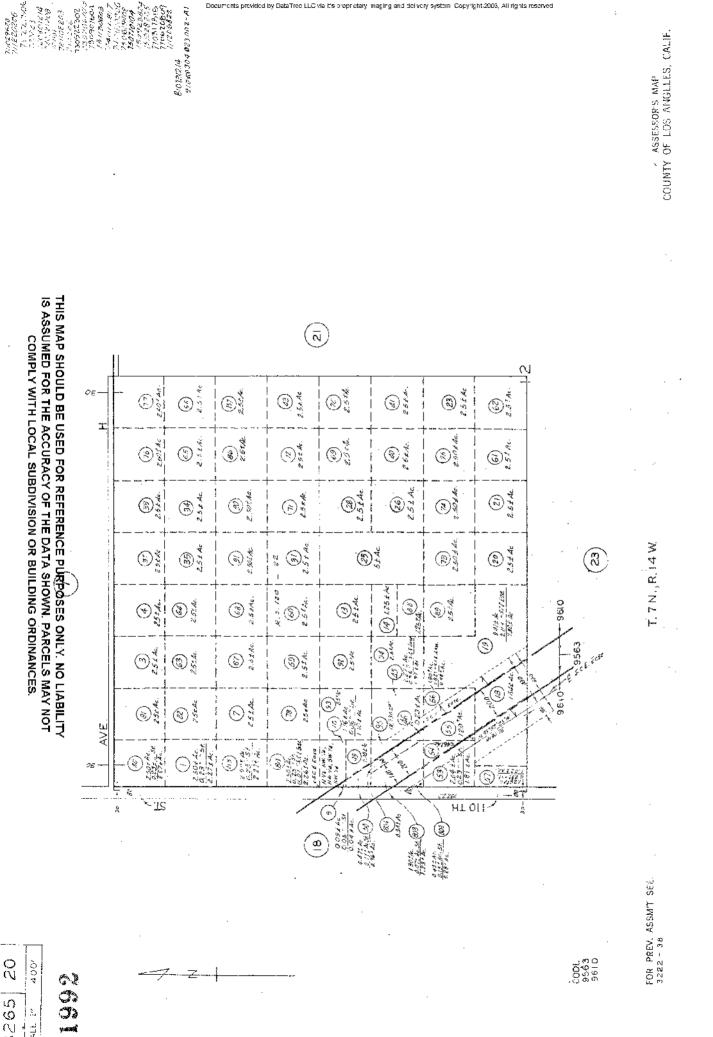
Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.



CALL 2" 

# stewart title

Kaz Bernath Stewart Title of California, Inc. 11870 Pierce St Ste 100 Riverside, CA 92505 Phone: (951) 276-2700 Fax: KBernath@stewart.com

### PRELIMINARY REPORT

Order No.:01180-251495Title Unit No.:7435Your File No.:Buyer/Borrower Name:Seller Name:John Dipietro and Madelena Dipietro

Property Address: APN 3265-020-009, CA APN 3265-020-010, CA

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company 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 referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

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

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

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

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

Dated as of November 17, 2016 at 7:30 a.m.

Kaz Bernath, Title Officer

When replying, please contact: Kaz Bernath, Title Officer

### **PRELIMINARY REPORT**

The form of Policy of Title Insurance contemplated by this report is:

- □ CLTA Standard Coverage Policy
- □ CLTA/ALTA Homeowners Policy
- □ 2006 ALTA Owner's Policy
- □ 2006 ALTA Loan Policy
- □ ALTA Short Form Residential Loan Policy
- Report Only

### **SCHEDULE A**

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

A Fee

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

John Dipietro and Madelena Dipietro, husband and wife as joint tenants

### LEGAL DESCRIPTION

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

PARCEL 1:

The Southeast quarter of the Northeast quarter of the Southwest quarter of the Northwest quarter of Section 12, Township 7 North, Range 14 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

#### PARCEL 2:

North half of the Northwest quarter of the Northwest quarter of the Southwest quarter of the Northwest quarter of Section 12, Township 7 North, Range 14 West, San Bernardino Meridian, according to the Official Plat of said land.

(End of Legal Description)

APN: <u>3265-020-009 and 3265-020-010</u>

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

### SCHEDULE B

## At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

#### Taxes:

- A. 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.
- B. Assessments, if any, for Community Facility Districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.

#### Exceptions:

- 1. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
- 2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 3. An easement for public street, road or highway and rights incidental thereto as set forth in a document recorded in <u>Book 7778, Page 220</u>, of Official Records, affects West 30 feet of Parcel 2.
- 4. An easement for roads and rights incidental thereto as set forth in a document recorded January 13, 1967 as Instrument No. <u>2567</u>, of Official Records, affects the West 50 feet of Parcel 2.
- The effect of an instrument entitled "Declaration and Grant of Easement" Executed By: Nina Roberts Recorded: June 9, 1969 as Instrument No. <u>2920</u>, in Book D-4395, Page 658, of Official Records

Purporting to create easements for ingress, egress and road purposes over the South 32 feet, pursuant to conditions therein contained.

 The effect of an instrument entitled "Declaration and Grant of Easement" Executed By: Nina Roberts Recorded: June 9, 1969 as Instrument No. <u>2924</u>, in Book D-4395, Page 671, of Official Records

Purporting to create easements for ingress, egress and road purposes over the South 32 feet of Parcel 1, pursuant to conditions therein contained.

 An easement for power line and rights incidental thereto as reserved in a document, recorded September 12, 1989 as Instrument No. <u>89-1464702</u>, of Official Records.

Said matter affects a portion of said land as more particularly described in said document.

8. The effect of a Certificate of Compliance
 Dated: August 17, 1989
 Executed By: Department of Regional Planning

Compliance No.: CC-V89-1140 Recorded: August 31, 1989 as Instrument No. <u>89-1402819</u>, of Official Records

9. An Abstract of judgment recorded August 24, 2007, as Instrument No. <u>20071989450</u>, of Official Records

Court	: Superior Court of California, County of Los Angeles
Case No.	: 07Å1342
Entry Date	: June 15, 2007
Debtor	: John Dipietro, Jr. et al
Creditor	: Key Bank National Association
Amount	: \$14,431.62 and any other amounts due thereunder.

- A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and other amounts due thereunder, County of Los Angeles, Fiscal Year 2012-2013, Dipietro, John Taxpayer, County Number 12/47017981, in the amount of \$148.24, recorded November 28, 2012, as Instrument No. <u>20121804621</u>, of Official Records.
- 11. A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and other amounts due thereunder, County of Los Angeles, Fiscal Year 2013-2014, Dipietro, John Taxpayer, County Number 13/47016520, in the amount of \$147.79, recorded November 14, 2013, as Instrument No. <u>20131619730</u>, of Official Records.
- 12. A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and other amounts due thereunder, County of Los Angeles, Fiscal Year 2014-2015, Dipietro, john Taxpayer, County Number 14/47014618, in the amount of \$137.86, recorded November 17, 2014, as Instrument No. <u>20141222938</u>, of Official Records.
- A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and other amounts due thereunder, County of Los Angeles, Fiscal Year 2015-2016, Dipietro, John Taxpayer, County Number 15/47013714, in the amount of \$134.81, recorded November 20, 2015, as Instrument No. <u>20151458983</u>, of Official Records.
- 14. A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and other amounts due thereunder, County of Los Angeles, Fiscal Year 2016-2017, Dipietro, John Taxpayer, County Number 16/47072094, in the amount of \$130.42, recorded November 17, 2016, as Instrument No. <u>20161440468</u>, of Official Records.
- 15. If the policy to be issued requires priority insurance, over mechanic's liens and work has or is to be commenced prior to recording, this company will require a sufficient and approved indemnity agreement from the owner/trustor. To help avoid delays in your transaction, we should receive all pertinent information at least 5 working days prior to the close of escrow. Should you have any questions or need any additional information, please contact your title officer.
- 16. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 17. Matters which may be disclosed by an inspection or by a survey of said land satisfactory to this Company or by inquiry of the parties in possession thereof.
- 18. Rights of tenants in possession of said land by reason of unrecorded leases. Kindly forward said lease, or a current certified tenant rent roll.
- 19. 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 your title officer immediately for further review.

Type/Rev: PVA

(End of Exceptions)

### **NOTES AND REQUIREMENTS**

For transactions where Stewart Title of California, Inc. is not the settlement/closing agent, a signed and dated copy of the attached "Acknowledgment of Receipt, Understanding and Approval of Affiliated Business Arrangement Disclosure Statement and STG Privacy Notice for Stewart Title Companies", will be required prior to recording.

- A. Property taxes for the fiscal year 2016 2017 shown below are paid. For proration purposes the amounts are:
  1st Installment : \$39.04
  2nd Installment : \$39.04
  Parcel No. : 3265-020-010
  Code Area : 09610
- B. We will require a Statement of Information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matter which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties: John Dipietro

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

C. There are no conveyances affecting said land, recorded with the County Recorder within 24 months of the date of this report.

### CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

### EXHIBIT "A"

#### LEGAL DESCRIPTION

Order No.: 01180-251495 Escrow No.: 01180-251495

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

PARCEL 1:

The Southeast quarter of the Northeast quarter of the Southwest quarter of the Northwest quarter of Section 12, Township 7 North, Range 14 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

PARCEL 2:

North half of the Northwest quarter of the Northwest quarter of the Southwest quarter of the Northwest quarter of Section 12, Township 7 North, Range 14 West, San Bernardino Meridian, according to the Official Plat of said land.

APN: 3265-020-009 and 3265-020-010

(End of Legal Description)

### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: December 08, 2016

Escrow No.: 01180-251495

Property: APN 3265-020-009, CA APN 3265-020-010, CA

From:

This is to give you notice that ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	Charge or range of charges
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

### FOR TRANSACTIONS WHERE STEWART TITLE **OF CALIFORNIA IS NOT CLOSING ESCROW**

STCA Order Number: Subject Property APN:

01180-251495 Subject Property Address: APN 3265-020-009, CAAPN 3265-020-010, CA 3265-020-009 and 3265-020-010

### **ACKNOWLEDGMENT OF RECEIPT, UNDERSTANDING** AND APPROVAL OF "AFFILIATED BUSINESS **ARRANGEMENT DISCLOSURE STATEMENT" AND** "STG PRIVACY NOTICE FOR STEWART TITLE COMPANIES"

The undersigned hereby acknowledge that I/we have received, read, understand and approve 's "Affiliated Business Arrangement Disclosure Statement" and "STG Privacy Notice for Stewart Title Companies", provided to me/us in connection with the above captioned matter.

Read and signed on the 6th day of January, 2017

John Dipietro

Madelena Dipietro

#### Exhibit A (Revised 06-03-11)

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

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

(a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not
  excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for
  value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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

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

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

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

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

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

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

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear 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.

#### 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:

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

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

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness 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) which 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, which are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

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

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

4.

(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.

- 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) which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are 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.

### STG Privacy Notice Stewart Title Companies

#### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a</i> <i>Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

#### SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<ul> <li>We collect your personal information, for example, when you <ul> <li>request insurance-related services</li> <li>provide such information to us</li> </ul> </li> <li>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</li> </ul>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

*Contact us: If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 01180-251495

Order No. 01180-251495

### AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

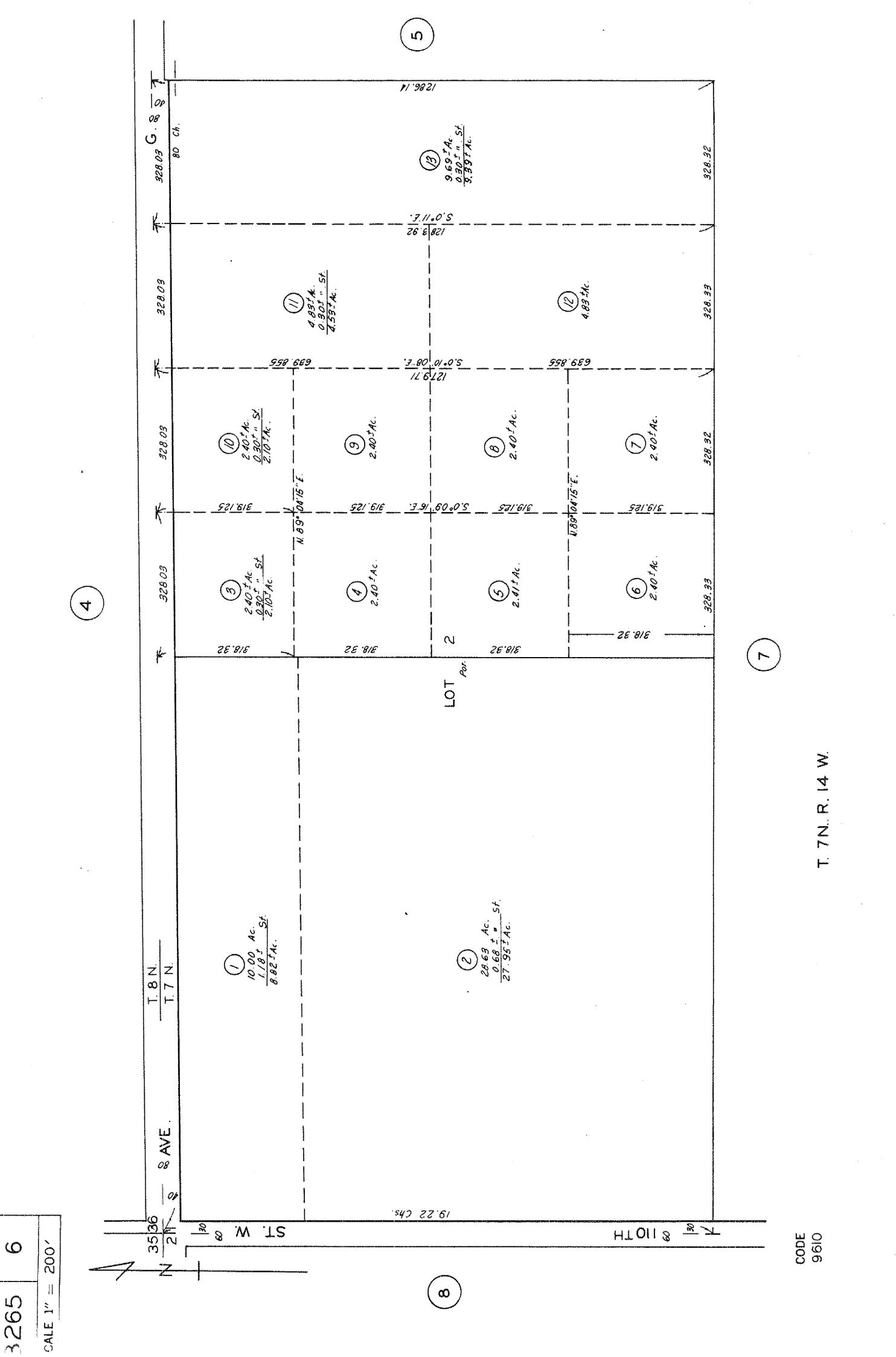
Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

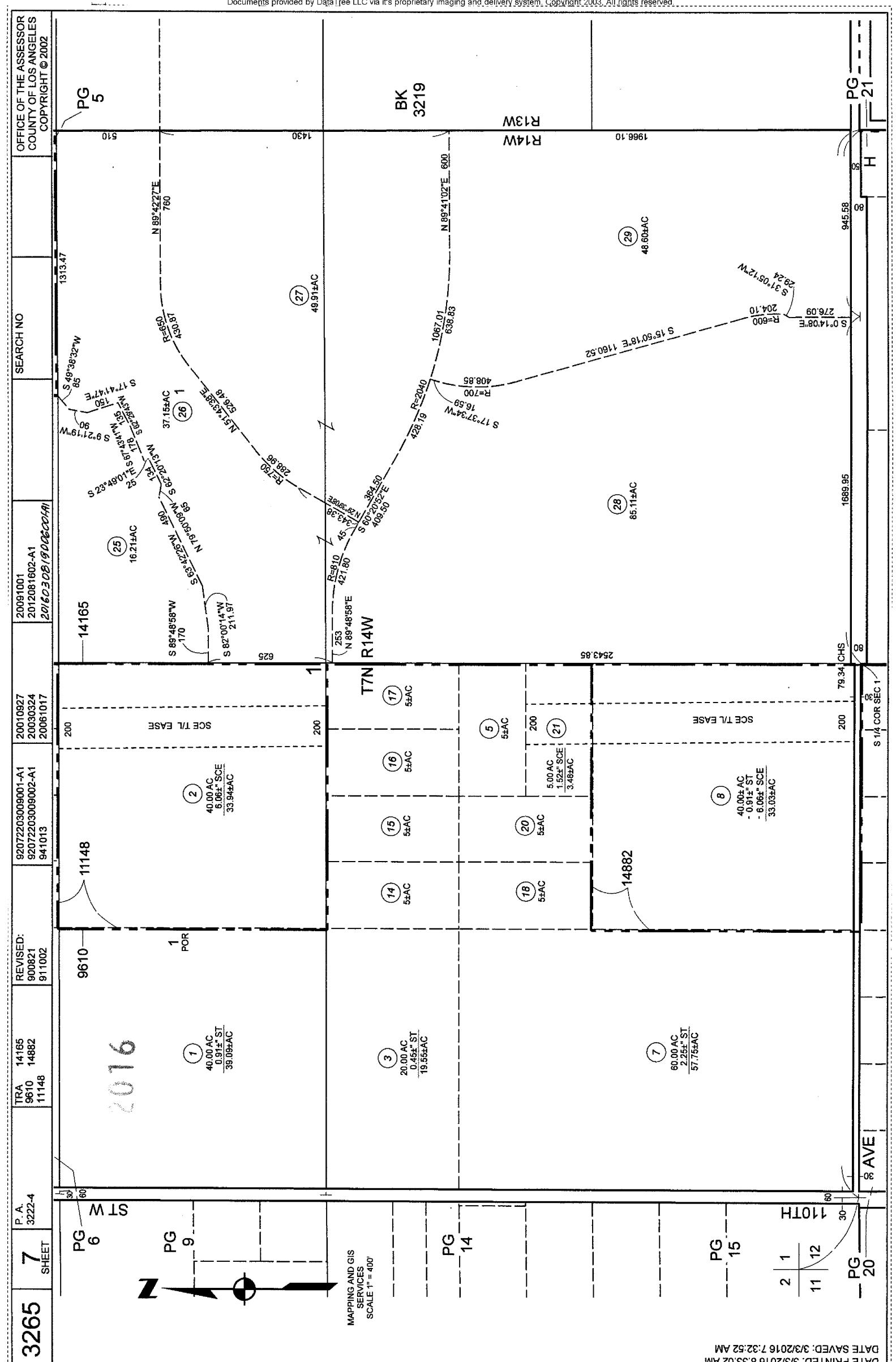
Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.



FOR PREV. ASSM'T SEE: 3222-4





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MA 28:55:7 8105/6: G3VA8 3TAG





Kaz Bernath Title Officer Stewart Title of California, Inc. 11870 Pierce St Ste 100 Riverside, CA 92505 Phone (951) 276-2700 Fax (760) 259-2044 KBernath@stewart.com

### PRELIMINARY REPORT

Order No.:01180-250323Title Unit No.:7435Your File No.:Buyer/Borrower Name:Seller Name:Sapar Family LLC, Hypericum Interests LLC, and Rosamond Associates, LLC

Property Address: APN: 3265-006-001, CA APN: 3265-006-002, CA APN: 3265-007-001, CA APN: 3265-007-007, CA APN: 3265-007-003, CA

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company 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 referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

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

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

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

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

Dated as of November 08, 2016 at 7:30 a.m.

Kaz Bernath, Title Officer

When replying, please contact: Kaz Bernath, Title Officer

### **PRELIMINARY REPORT**

The form of Policy of Title Insurance contemplated by this report is:

- □ CLTA Standard Coverage Policy
- □ CLTA/ALTA Homeowners Policy
- □ 2006 ALTA Owner's Policy
- □ 2006 ALTA Loan Policy
- □ ALTA Short Form Residential Loan Policy
- Preliminary Search

### SCHEDULE A

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

Fee

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

Sapar Family LLC, a California limited liability company; Hypericum Interests, LLC, a Texas limited liability company and Rosamond Associates, LLC, a California limited liability company, all as tenants in common, as their interests appear of record; subject to Item No. 12, of Schedule B.

### LEGAL DESCRIPTION

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

PARCEL 1: (APN'S: 3265-006-001; 3265-006-002; 3265-007-001 AND 3265-007-007)

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 1, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT.

PARCEL 2: (APN: 3265-007-003)

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL ON FEBRUARY 19, 1956.

EXCEPT ONE-HALF OF ALL CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM, AND ALL KINDRED SUBSTANCES, AND OTHER MINERALS UNDER AND IN SAID LAND, AS RESERVED IN THE DEED RECORDED JANUARY 28, 1957 AS INSTRUMENT NO. <u>3263</u>, OFFICIAL RECORDS.

(End of Legal Description)

APN'S: <u>3265-006-001</u>; 3265-006-002; <u>3265-007-001</u>; 3265-007-007 AND 3265-007-003

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

### SCHEDULE B

## At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

#### Taxes:

A. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment	:	\$320.75 Open
2nd Installment	:	\$320.73 Open
Parcel No.	:	3265-006-001
Code Area	:	09610

B. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment	: \$920.30 Open
2nd Installment	: \$920.29 Open
Parcel No.	: 3265-006-002
Code Area	: 09610

C. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment	: \$1,259.73 Open
2nd Installment	: \$1,259.72 Open
Parcel No.	: 3265-007-001
Code Area	: 09610

D. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment	: \$1,859.59 Open
2nd Installment	: \$1,859.57 Open
Parcel No.	: 3265-007-007
Code Area	: 09610

 E. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017: 1st Installment : \$657.06 Open

: \$657.06 Open
: 3265-007-003
: 09610

- F. 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.
- G. Assessments, if any, for Community Facility Districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.

#### Exceptions:

1. Water rights, claims or title to water in or under said land, whether or not shown by the public records.

- 2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 3. Rights of the public in and to that portion of the land lying within Avenue G, Avenue H and 110th Street West.
- A reservation of 30 feet off the West portion of said property for road purposes, as reserved in the Deed from Lester M. White and wife, filed for record September 22, 1925, in <u>Book 4976 Page</u> <u>320</u>, Official Records.

Affects: Parcel 2

 An easement for public road and highway and rights incidental thereto in favor of the County of Los Angeles as set forth in a document recorded April 12, 1927 in <u>Book 4787, Page 211</u> of Official Records, affects said land.

The exact location of the easement is not disclosed by the instrument.

Said Matter Affects: Parcel 2

 An easement for public road and highway and rights incidental thereto in favor of the County of Los Angeles as set forth in a document recorded in <u>Book 6177, Page 139</u> and <u>Book 6193, Page</u> <u>49</u> both of Official Records, affects said land.

Said Matter Affects: Parcel 1

 An easement for public road and highway and rights incidental thereto in favor of the County of Los Angeles as set forth in a document recorded in <u>Book 15872, Page 90</u> of Official Records, affects said land.

Said Matter Affects: Parcel 1

- An easement for public road and highway and rights incidental thereto in favor of the County of Los Angeles as set forth in a document recorded in <u>Book 19493, Page 198</u> of Official Records, affects said land.
- An easement for public road and highway and rights incidental thereto in favor of the County of Los Angeles as set forth in a document recorded September 23, 1955 as Instrument No. <u>4172</u> of Official Records, affects said land.

Said Matter Affects: Parcel 1

- An option in favor of Solar Land Holdings LLC, a Delaware Limited Liability Company as contained in or disclosed by a document recorded October 6, 2009 as Instrument No. <u>20091516337</u> of Official Records.
- 11. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount	: \$101,000.00
Dated	: September 7, 2010
Trustor	: Rosamond Associates, LLC, a California
	: limited liability company
Trustee	: North American Title Company
Beneficiary	: SR Capital, Inc., A California Corporation
Recorded	: September 15, 2010 as Instrument No. 20101302742

#### : of Official Records

Affects: Trustee's interest only

- 12. The effect of the interest of Yetta Serber and Max Seiff, as Co-Trustees under the Will of Sam Serber, deceased, as disclosed under Superior Court Case No. P 517,410 by document recorded January 26, 1972 as Instrument No. <u>60</u> of Official Records.
- 13. This Company will require the following documents in order to insure a conveyance or encumbrance by the limited liability company named below:

Limited liability company: Sapar Family LLC, a California limited liability company Hypericum Interests, LLC, a Texas limited liability company Rosamond Associates, LLC, a California limited liability company

a. A certified copy of the articles of organization (LLC-1), and any amendment (LLC-2) or restatement (LLC-10) to be recorded in the appropriate county.

b. A copy of the operating agreement and any amendment.

- c. Evidence that the limited liability company remains in good standing with active status.
- d. Other requirements that the Company may set forth following its review of said documents.

(End of Exceptions)

### **NOTES AND REQUIREMENTS**

For transactions where Stewart Title of California, Inc. is not the settlement/closing agent, a signed and dated copy of the attached "Acknowledgment of Receipt, Understanding and Approval of Affiliated Business Arrangement Disclosure Statement and STG Privacy Notice for Stewart Title Companies", will be required prior to recording.

A. None

### CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

### EXHIBIT "A"

#### LEGAL DESCRIPTION

Order No.: 01180-250323 Escrow No.: 01180-250323

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

PARCEL 1: (APN'S: 3265-006-001; 3265-006-002; 3265-007-001 AND 3265-007-007)

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 1, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT.

PARCEL 2: (APN: 3265-007-003)

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL ON FEBRUARY 19, 1956.

EXCEPT ONE-HALF OF ALL CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM, AND ALL KINDRED SUBSTANCES, AND OTHER MINERALS UNDER AND IN SAID LAND, AS RESERVED IN THE DEED RECORDED JANUARY 28, 1957 AS INSTRUMENT NO. <u>3263</u>, OFFICIAL RECORDS.

APN: 3265-006-001, 3265-006-002, 3265-007-001, 3265-007-007, and 3265-007-003

(End of Legal Description)

### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: December 08, 2016

Escrow No.: 01180-250323

Property: APN: 3265-006-001, CA APN: 3265-006-002, CA APN: 3265-007-001, CA APN: 3265-007-007, CA APN: 3265-007-003, CA

From:

This is to give you notice that ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	Charge or range of charges
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

### FOR TRANSACTIONS WHERE STEWART TITLE OF CALIFORNIA IS NOT CLOSING ESCROW

STCA Order Number:	01180-250323
Subject Property Address:	APN: 3265-006-001, CA APN: 3265-006-002, CA APN:
	3265-007-001, CA APN: 3265-007-007, CA APN: 3265-007-003,
	CA
Subject Property APN:	3265-006-001, 3265-006-002, 3265-007-001, 3265-007-007, and 3265-007-003

### ACKNOWLEDGMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF "AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT" AND "STG PRIVACY NOTICE FOR STEWART TITLE COMPANIES"

The undersigned hereby acknowledge that I/we have received, read, understand and approve 's "Affiliated Business Arrangement Disclosure Statement" and "STG Privacy Notice for Stewart Title Companies", provided to me/us in connection with the above captioned matter.

Read and signed on the 23rd day of December, 2016

Sapar Family LLC

Hypericum Interests LLC

Rosamond Associates, LLC

#### Exhibit A (Revised 06-03-11)

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

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

(a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not
  excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for
  value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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

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

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

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

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

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

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

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear 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.

#### 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:

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

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

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness 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) which 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, which are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

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

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

4.

(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.

- 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) which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are 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.

### STG Privacy Notice Stewart Title Companies

#### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a</i> <i>Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

#### SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.	
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards. We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.	
How do the Stewart Title Companies collect my personal information?		
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.	

*Contact us: If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 01180-250323

Order No. 01180-250323

### AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

# stewart title

Kaz Bernath Stewart Title of California, Inc. 11870 Pierce St Ste 100 Riverside, CA 92505 Phone: (951) 276-2700 Fax: KBernath@stewart.com

### PRELIMINARY REPORT

Order No.:01180-251499Title Unit No.:7435Your File No.:Buyer/Borrower Name:Seller Name:Shueh Chiao L. Hsiao

Property Address: APN 3267-006-003, CA APN 3267-006-004, CA

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company 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 referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

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

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

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

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

Dated as of December 02, 2016 at 7:30 a.m.

Kaz Bernath, Title Officer

When replying, please contact: Kaz Bernath, Title Officer

### **PRELIMINARY REPORT**

The form of Policy of Title Insurance contemplated by this report is:

- □ CLTA Standard Coverage Policy
- □ CLTA/ALTA Homeowners Policy
- □ 2006 ALTA Owner's Policy
- □ 2006 ALTA Loan Policy
- □ ALTA Short Form Residential Loan Policy
- E Preliminary Search

### **SCHEDULE A**

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

Fee

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

Shueh-Chiao L. Hsiao, a widow

### LEGAL DESCRIPTION

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

Lots 3 and 4 of the Aqueduct Tract, as per map recorded in <u>Book 13 and Page 60</u> of Maps, in the office of the County Recorder of said County.

(End of Legal Description)

APN: <u>3267-006-003</u>

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

### SCHEDULE B

## At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

#### Taxes:

A. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment	: \$122.56 Paid
2nd Installment	: \$122.54 Open
Parcel No.	: 3267-006-003
Code Area	: 09561

Said Matter Affects: Lot 3

B. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016 - 2017:

1st Installment : \$122.56 [	Delinquen
Penalty : \$12.25	
2nd Installment : \$122.54 (	Open
Parcel No. : 3267-006	-004
Code Area : 09561	

Said Matter Affects: Lot 4

- C. 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.
- D. Assessments, if any, for Community Facility Districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.

#### Exceptions:

- 1. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
- 2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- An easement for public road and highway and rights incidental thereto as set forth in a document recorded June 19, 1968 as <u>Instr. # 2836</u> of Official Records , affects the Westerly 20 feet of Lots 3 and 4.
- 4. 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 your title officer immediately for further review.
- 5. Rights of tenants in possession.

#### (End of Exceptions)

### **NOTES AND REQUIREMENTS**

For transactions where Stewart Title of California, Inc. is not the settlement/closing agent, a signed and dated copy of the attached "Acknowledgment of Receipt, Understanding and Approval of Affiliated Business Arrangement Disclosure Statement and STG Privacy Notice for Stewart Title Companies", will be required prior to recording.

A. None

### CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

### EXHIBIT "A"

### LEGAL DESCRIPTION

Order No.: 01180-251499 Escrow No.: 01180-251499

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

Lots 3 and 4 of the Aqueduct Tract, as per map recorded in <u>Book 13 and Page 60</u> of Maps, in the office of the County Recorder of said County.

APN: 3267-006-003 and 3267-006-004

(End of Legal Description)

### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: December 23, 2016

Escrow No.: 01180-251499

Property: APN 3267-006-003, CA APN 3267-006-004, CA

From:

This is to give you notice that ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	Charge or range of charges
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

### FOR TRANSACTIONS WHERE STEWART TITLE **OF CALIFORNIA IS NOT CLOSING ESCROW**

STCA Order Number: Subject Property APN:

01180-251499 Subject Property Address: APN 3267-006-003, CAAPN 3267-006-004, CA 3267-006-003 and 3267-006-004

### **ACKNOWLEDGMENT OF RECEIPT, UNDERSTANDING** AND APPROVAL OF "AFFILIATED BUSINESS **ARRANGEMENT DISCLOSURE STATEMENT" AND** "STG PRIVACY NOTICE FOR STEWART TITLE COMPANIES"

The undersigned hereby acknowledge that I/we have received, read, understand and approve 's "Affiliated Business Arrangement Disclosure Statement" and "STG Privacy Notice for Stewart Title Companies", provided to me/us in connection with the above captioned matter.

Read and signed on the 6th day of January, 2017

Shueh Chiao L. Hsiao

#### Exhibit A (Revised 06-03-11)

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

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

(a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not
  excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for
  value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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

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

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

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

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

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

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

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear 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.

#### 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:

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

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

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness 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) which 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, which are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

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

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

4.

(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.

- 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) which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are 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.

### STG Privacy Notice Stewart Title Companies

#### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a</i> <i>Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

#### SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<ul> <li>We collect your personal information, for example, when you <ul> <li>request insurance-related services</li> <li>provide such information to us</li> </ul> </li> <li>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</li> </ul>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

*Contact us: If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 01180-251499

Order No. 01180-251499

### AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

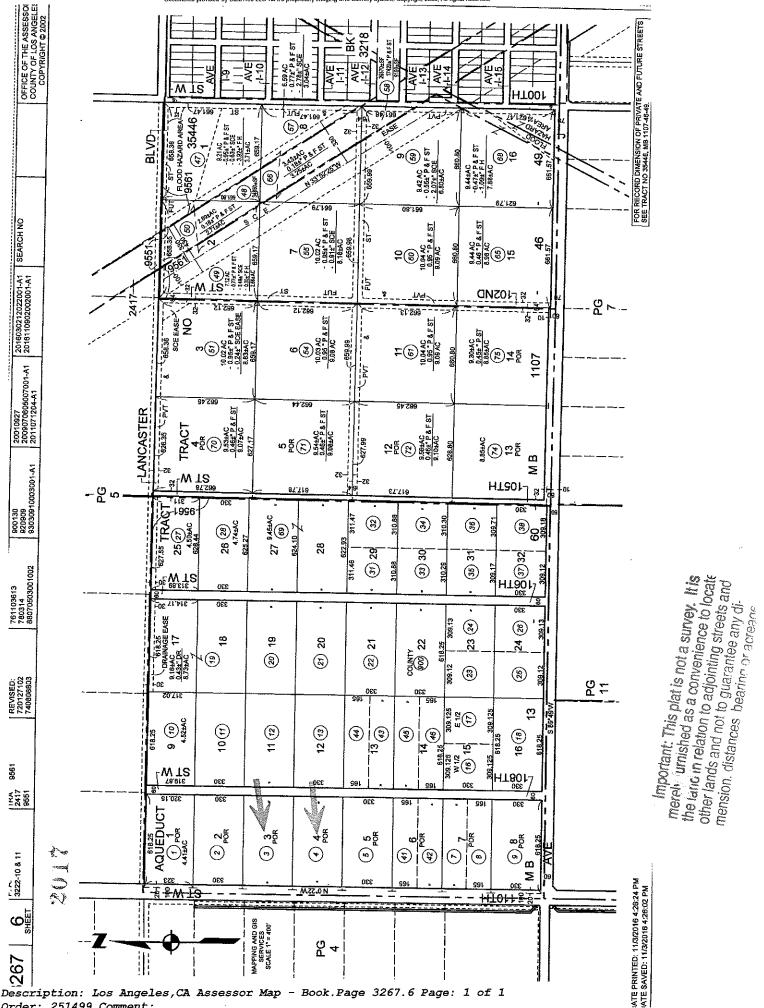
Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

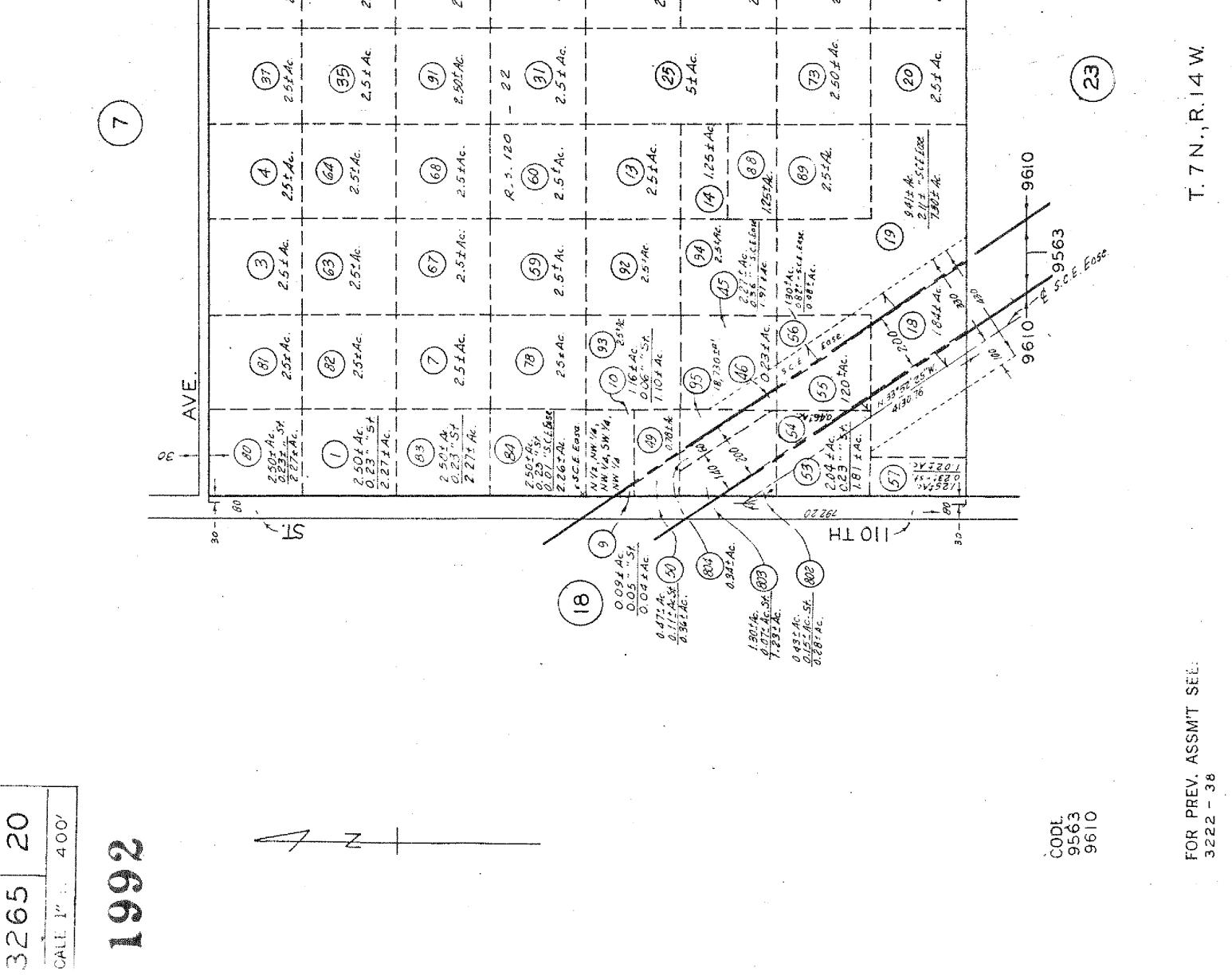
Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.



Order: 251499 Comment:

ASSESSOR'S MAP COUNTY OF LOS ANGELES, CALIF.				
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# stewart title

Kaz Bernath Stewart Title of California, Inc. 11870 Pierce St Ste 100 Riverside, CA 92505 Phone: (951) 276-2700 Fax: KBernath@stewart.com

### PRELIMINARY REPORT

Order No.:01180-251497Title Unit No.:7435Your File No.:Buyer/Borrower Name:Seller Name:So Calif Edison Co

Property Address: APN 3265-020-803, CA APN 3265-002-010, CA

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company 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 referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

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

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

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

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

Dated as of November 23, 2016 at 7:30 a.m.

Kaz Bernath, Title Officer

When replying, please contact: Kaz Bernath, Title Officer

### **PRELIMINARY REPORT**

The form of Policy of Title Insurance contemplated by this report is:

- □ CLTA Standard Coverage Policy
- □ CLTA/ALTA Homeowners Policy
- □ 2006 ALTA Owner's Policy
- □ 2006 ALTA Loan Policy
- □ ALTA Short Form Residential Loan Policy
- E Preliminary Search

### SCHEDULE A

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

Fee

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

Southern California Edison Company, a corporation

### LEGAL DESCRIPTION

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

The Southwest one-quarter of the Northwest one-quarter of the Southwest one-quarter of the Northwest one-quarter of Section 12, Township 7 North, Range 14 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the Official Plat thereof.

Except that portion of the Southwest quarter of the Northwest quarter of the Southwest quarter of the Northwest quarter, together with that portion of the Southwest quarter of the Southeast quarter of the Southeast quarter of the Southeast quarter of the Southeast quarter of the Southwest quarter, all of Section 12, Township 7 North, Range 14 West, San Bernardino Meridian, Iying Northeasterly of a line that is parallel with and 330.00 feet Northeasterly, measured at right angles, from the surveyed reference line, described in that certain Grant of Easement from Clomer Skelton and Annie G. Skelton to Southern California Edison Company, recorded January 17, 1972, as Instrument No. 347, in Book D5321, Page 454, of Official Records, in the Office of said County Recorder, said surveyed reference line, as described in said Grant of Easement, is described as follows:

Beginning at a point in the Southerly line of said Section 12, said point being North 89° 38' 31" West, 363.06 feet, measured along said Southerly line from a found County Surveyor's Brass Cap Monument marked "R. E. 2177", set at the South one-quarter corner of said Section 12, said point also being South 89° 38' 31" East, 2277.63 feet, more or less, measured along said Southerly line from a found County Surveyor's Brass Cap Monument marked "R.E. 2177", set at the Southwest corner of said Section 12; thence North 33° 52' 25" West, 4130.76 feet, more or less, to a point in line of said Section 12, said point being North 00° 24' 37" West, 792.20 feet, measured along said Westerly line, from a found County Surveyor's Brass Cap Monument marked "R.E. 2177", set at the West one-quarter corner of said Section 12, said point also being South 00° 24' 37" East, 1830.96 feet, more or less, measured along said Westerly line, from a found County Surveyor's Brass Cap Monument marked "R.E. 2177", set at the West one-quarter corner of said Section 12, said point also being South 00° 24' 37" East, 1830.96 feet, more or less, measured along said Westerly line from a Found County Surveyor's Brass Cap Monument marked "R.E. 2177", set at the West one-quarter corner of said Section 12, said point also being South 00° 24' 37" East, 1830.96 feet, more or less, measured along said Westerly line from a Found County Surveyor's Brass Cap Monument marked "R.E. 2177". set at the Northwest corner of said Section 12, by Deed recorded December 1, 1989 as Instrument No. 89-2022025, of Official Records.

Also excepting all uranium, thorium, and other fissionable materials, all oil, gas, petroleum, asphaltum and other hydrocarbon substances and other minerals and mineral ores of every kind and character, whether similar to these herein specified or not, within or underlying, or which may be produced from the hereinbefore described land, together with the right to use that portion only of said land which under lies a plane parallel to and five hundred (500) feet below the present surface of said land, for the purpose of prospecting for, developing and/or extracting said uranium, thorium, and other fissionable materials oil, gas, petroleum, asphaltum and other mineral or hydrocarbon substances from said land, it being expressly understood and agreed that said Grantor, its successors and assigns, shall have no right to enter upon the surface of said land, or to use said land or any portion thereof to said depth of five hundred (500) feet, for any purpose whatsoever, as reserved by Mono Power Company, a corporation, in Deed recorded August 22, 1972 as Instrument No. 369, of Official Records.

(End of Legal Description)

APN: <u>3265-020-802;</u> 3265-020-803; 3265-020-804

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

### SCHEDULE B

## At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

#### Taxes:

- A. General and special city and/or county taxes, bonds or assessments which may become due on said land, if an when title to said land is not longer vested in a government or quasi-governmental agency. Tax parcel(s) for said land are currently shown as 3265-020-803, 3265-020-803 and 3265-020-804.
- B. 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.
- C. Assessments, if any, for Community Facility Districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.

#### Exceptions:

- 1. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
- 2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- An easement for public road and rights incidental thereto in favor of County of Los Angeles as set forth in a document recorded January 27, 1928, in <u>Book 7778, Page 220</u>, of Official Records, affects the West 30 feet.

The matters contained in an instrument entitled "Consent Agreement", by and between Southern California Edison Company and Sagebrush, a California General Partnership upon the terms therein provided recorded January 18, 1991 as <u>Instrument No. 91-81658</u>, of Official Records.

Said document was re-recorded February 19, 1991 as <u>Instrument No. 91-550079</u>, of Official Records

- An easement for road and ingress and egress and rights incidental thereto as set forth in a document recorded June 9, 1969 in <u>Book D-4395, Page 658</u>, as Instrument No. 2920, of Official Records, affects said land.
- An easement for road and ingress and egress and rights incidental thereto as set forth in a document recorded June 9, 1969, in <u>Book D-4395, Page 659</u>, as Instrument No. 2924, of Official Records, affects said land.
- An easement for public utilities easement and rights incidental thereto in favor of Southern California Edison Company, a corporation as set forth in a document recorded October 7, 1924, in <u>Book 4033, Page 39</u>6, of Official Records, affects said land.
- 7. Rights of parties in possession.

- 8. Matters which may be disclosed by an inspection or by a survey of said land satisfactory to this Company or by inquiry of the parties in possession thereof.
- 9. The requirement for submission to this company of a Resolution of the Governing Body of the Southern California Edison, a corporation, authorizing the transaction for which this report has been requested together with a copy of such corporation's Bylaws. The Resolution must designate the officers authorized to execute on the corporation's behalf.

Typist/Rev. H.P. 12-23-16

(End of Exceptions)

# **NOTES AND REQUIREMENTS**

For transactions where Stewart Title of California, Inc. is not the settlement/closing agent, a signed and dated copy of the attached "Acknowledgment of Receipt, Understanding and Approval of Affiliated Business Arrangement Disclosure Statement and STG Privacy Notice for Stewart Title Companies", will be required prior to recording.

- A. This Company will require that a full copy of any unrecorded leases together with all supplements and amendments or a certified rent roll be furnished to the Company, before issuing any policy of title insurance. Additional exceptions may be added to this report following the review of these requested materials.
- B. There are no conveyances affecting said land, recorded with the County Recorder within 24 months of the date of this report.

# CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

# **EXHIBIT "A"**

## LEGAL DESCRIPTION

Order No.: 01180-251497 Escrow No.: 01180-251497

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

The Southwest one-quarter of the Northwest one-quarter of the Southwest one-quarter of the Northwest one-quarter of Section 12, Township 7 North, Range 14 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the Official Plat thereof.

Except that portion of the Southwest quarter of the Northwest quarter of the Southwest quarter of the Northwest quarter, together with that portion of the Southwest quarter of the Southeast quarter of the Southeast quarter of the Southwest quarter, all of Section 12, Township 7 North, Range 14 West, San Bernardino Meridian, Iying Northeasterly of a line that is parallel with and 330.00 feet Northeasterly, measured at right angles, from the surveyed reference line, described in that certain Grant of Easement from Clomer Skelton and Annie G. Skelton to Southern California Edison Company, recorded January 17, 1972, as Instrument No. 347, in Book D5321, Page 454, of Official Records, in the Office of said County Recorder, said surveyed reference line, as described in said Grant of Easement, is described as follows:

Beginning at a point in the Southerly line of said Section 12, said point being North 89° 38' 31" West, 363.06 feet, measured along said Southerly line from a found County Surveyor's Brass Cap Monument marked "R. E. 2177", set at the South one-quarter corner of said Section 12, said point also being South 89° 38' 31" East, 2277.63 feet, more or less, measured along said Southerly line from a found County Surveyor's Brass Cap Monument marked "R.E. 2177", set at the Southwest corner of said Section 12; thence North 33° 52' 25" West, 4130.76 feet, more or less, to a point in line of said Section 12, said point being North 00° 24' 37" West, 792.20 feet, measured along said Westerly line, from a found County Surveyor's Brass Cap Monument marked "R.E. 2177", set at the West one-quarter corner of said Section 12, said point also being South 00° 24' 37" East, 1830.96 feet, more or less, measured along said Westerly line from a Found County Surveyor's Brass Cap Monument marked "R.E. 2177", set at the West one-quarter corner of said Section 12, said point also being South 00° 24' 37" East, 1830.96 feet, more or less, measured along said Westerly line from a Found County Surveyor's Brass Cap Monument marked "R.E. 2177", set at the West one-quarter corner of said Section 12, said point also being South 00° 24' 37" East, 1830.96 feet, more or less, measured along said Westerly line from a Found County Surveyor's Brass Cap Monument marked "R.E. 2177". set at the Northwest corner of said Section 12, by Deed recorded December 1, 1989 as Instrument No. 89-2022025, of Official Records.

Also excepting all uranium, thorium, and other fissionable materials, all oil, gas, petroleum, asphaltum and other hydrocarbon substances and other minerals and mineral ores of every kind and character, whether similar to these herein specified or not, within or underlying, or which may be produced from the hereinbefore described land, together with the right to use that portion only of said land which under lies a plane parallel to and five hundred (500) feet below the present surface of said land, for the purpose of prospecting for, developing and/or extracting said uranium, thorium, and other fissionable materials oil, gas, petroleum, asphaltum and other mineral or hydrocarbon substances from said land, it being expressly understood and agreed that said Grantor, its successors and assigns, shall have no right to enter upon the surface of said land, or to use said land or any portion thereof to said depth of five hundred (500) feet, for any purpose whatsoever, as reserved by Mono Power Company, a corporation, in Deed recorded August 22, 1972 as Instrument No. 369, of Official Records.

APN: 3265-020-802, 3265-020-803, and 3265-020-804

(End of Legal Description)

# AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: December 23, 2016

Escrow No.: 01180-251497

Property: APN 3265-020-803, CA APN 3265-002-010, CA

From:

This is to give you notice that ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	Charge or range of charges
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

# FOR TRANSACTIONS WHERE STEWART TITLE OF CALIFORNIA IS NOT CLOSING ESCROW

 STCA Order Number:
 01180-251497

 Subject Property Address:
 APN 3265-020-803, CA APN 3265-002-010, CA

 Subject Property APN:
 3265-020-802, 3265-020-803, and 3265-020-804

# ACKNOWLEDGMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF "AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT" AND "STG PRIVACY NOTICE FOR STEWART TITLE COMPANIES"

The undersigned hereby acknowledge that I/we have received, read, understand and approve 's "Affiliated Business Arrangement Disclosure Statement" and "STG Privacy Notice for Stewart Title Companies", provided to me/us in connection with the above captioned matter.

Read and signed on the 6th day of January, 2017

So Calif Edison Co

#### Exhibit A (Revised 06-03-11)

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

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

(a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not
  excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for
  value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

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

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

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

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

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

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

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

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear 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.

#### 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:

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

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

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness 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) which 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, which are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

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

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

4.

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.

- 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) which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are 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.

# STG Privacy Notice Stewart Title Companies

#### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a</i> <i>Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

#### SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<ul> <li>We collect your personal information, for example, when you</li> <li>request insurance-related services</li> <li>provide such information to us</li> <li>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</li> </ul>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

*Contact us: If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 01180-251497

Order No. 01180-251497

# AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.



ALTA Commitment for Title Insurance

ISSUED BY



First American Title Insurance Company

File No: 3020-873557C226

## COMMITMENT FOR TITLE INSURANCE

## **Issued By**

## FIRST AMERICAN TITLE INSURANCE COMPANY

## NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES, ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## First American Title Insurance Company

t flower

Dennis J. Gilmore President

Jeffrey S. Robinson Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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I	Form 50003700 (8-23-18)	Page 1 of 12	ALTA Commitment for Title Insurance (8-1-16) California
			California

#### **COMMITMENT CONDITIONS**

## 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I-Requirements; and
  - (f) Schedule B, Part II—Exceptions.

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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Form 50003700 (8-23-18)	Page 2 of 12	ALTA Commitment for Title Insurance (8-1-16)
		California

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#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

#### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### 9. ARBITRATION

Arbitration provision intentionally removed.

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Form 50003700 (8-23-18) Page 3 of 12	ALTA Commitment for Title Insurance (8-1-16) California
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# ALTA Commitment for Title Insurance

ISSUED BY

Schedule A

First American Title Insurance Company

File No: 3020-873557C226

## Transaction Identification Data for reference only:

First American

Issuing Agent: First American Title Insurance Company National<br/>Commercial ServicesIssuing Office: 666 Third Avenue, 5th Floor, New York,<br/>NY 10017Commitment No.: 3020-873557C226Issuing Office File No.: 3020-873557C226Property Address: Vacant Land/APN: 374-011-07, , CAEscrow Officer/Assistant: /

Revision No.:

Issuing Office: 666 Third Avenue, 5th Floor, New York, NY 10017 Issuing Office File No.: 3020-873557C226 Escrow Officer/Assistant: / Phone: / Email: / Title Officer/Assistant: / Phone: / Email: /

## **SCHEDULE A**

- 1. Commitment Date: October 08, 2019 at 8:00 AM
- 2. Policy to be issued:
  - (a) ⊠ 2006 ALTA® Standard Leasehold Owners Policy Proposed Insured: tbd Proposed Policy Amount: \$ 0.00
  - (b) □ 2006 ALTA® Policy Proposed Insured: Proposed Policy Amount: \$ 0.00
  - (c) □ 2006 ALTA® Policy Proposed Insured: Proposed Policy Amount: \$
- 3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Ronald F. Lombardi and Kathleen A. Lombardi, Trustees of the Lombardi Family Trust, dated November 12, 1993, as Amended and Restated

5. The Land is described as follows:

## See Exhibit "A" attached hereto and made a part hereof

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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Form 50003700 (8-23-18)	Page 4 of 12	ALTA Commitment for Title Insurance (8-1-16) California



ALTA Commitment for Title Insurance

**First American Title Insurance Company** 

File No: 3020-873557C226

Commitment No.: 3020-873557C226

## SCHEDULE B, PART I

## Requirements

All of the following Requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- E. Releases(s) or Reconveyance(s) of Item(s): None
- F. Other: None
- G. You must give us the following information:
  - a. Any off record leases, surveys, etc.
  - b. Statement(s) of Identity, all parties.
  - c. Other:

With respect to the trust referred to in the vesting:

- a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
- b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
- c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

The following additional requirements, as indicated by "X", must be met:

[X] H. Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

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Form 50003700 (8-23-18)	Page 5 of 12	ALTA Commitment for Title Insurance (8-1-16)
, , , , , , , , , , , , , , , , , , ,	5	California

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The Company's Owner's Affidavit form (as provided by the company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- [] I. An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- [] J. The following LLC documentation is required from:

(i) a copy of the Articles of Organization
(ii) a copy of the Operating Agreement, if applicable
(iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
(iv) express Company Consent to the current transaction

[] K. The following partnership documentation is required :

 (i) a copy of the partnership agreement, including all applicable amendments thereto
 (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State

(iii) express Partnership Consent to the current transaction

[] L. The following corporation documentation is required:

(i) a copy of the Articles of Incorporation
(ii) a copy of the Bylaws, including all applicable Amendments thereto
(iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
(iv) express Corporate Resolution consenting to the current transaction

- [] M. Based upon the Company's review of that certain partnership/operating agreement dated Not disclosed for the proposed insured herein, the following requirements must be met: Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
- [] N. A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.

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Form 50003700 (8-23-18)	Page 6 of 12	ALTA Commitment for Title Insurance (8-1-16)
		California

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- [X] O. Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
- [] P. Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
- [] Q. The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
- [] R. Financial statements from the appropriate parties must be submitted to the Company for review.
- [] S. A copy of the construction contract must be submitted to the Company for review.
- [] T. An inspection of the Land must be performed by the Company for verification of the phase of construction.
- [] U. The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

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Form 50003700 (8-23-18)	Page 7 of 12	ALTA Commitment for Title Insurance (8-1-16)
		California

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ALTA Commitment for Title Insurance

Schedule BI & BII (Cont.)

First American Title Insurance Company

File No: 3020-873557C226

Commitment No.: 3020-873557C226

## SCHEDULE B, PART II

## Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- 2. (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.
- 3. 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.
- 4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 5. 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.
- 6. (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.

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Form 50003700 (8-23-18)	Page 8 of 12	ALTA Commitment for Title Insurance (8-1-16)
	-	California

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- 7. General and special taxes and assessments for the fiscal year 2019-2020. First Installment: \$613.05, OPEN Penalty: \$0.00 Second Installment: \$613.04, OPEN Penalty: \$0.00 Tax Rate Area: 119-004 A. P. No.: 374-011-07-00-7
- 8. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
- 9. An easement forany Lawfully Established County Roads and incidental purposes, recorded March 22, 1912 in Book 271 of Deeds, Page 1.

In Favor of:	The Public
Affects:	as described therein

The location of the easement cannot be determined from record information.

10. An easement for any Lawfully Established County Roads and incidental purposes, recorded July 01, 1924 as Book 30, Page 158 of Official Records.

In Favor of:	The Public
Affects:	as described therein

The location of the easement cannot be determined from record information.

11. An easement for poles and incidental purposes, recorded April 06, 1956 as <u>Book 2589, Page 39</u> of Official Records.

In Favor of:	Southern California Edison Company, a corporation
Affects:	as described therein

- 12. Rights of the public in and to that portion of the Land lying within any public road, street and/or highway.
- 13. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
- 14. Rights of parties in possession.
- 15. Any lien, or right to a lien, imposed by law, as a result of services, labor, and/or materials used, or to be used, for improvement to the premises.

Any request for deletion of this exception must be accompanied by a completed owner's affidavit for our review, and may be subject to further requirements.

- 16. Water rights, claims or title to water, whether or not shown by the public records.
- 17. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

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Form 50003700 (8-23-18)	Page 9 of 12	ALTA Commitment for Title Insurance (8-1-16)
	-	California

18. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Report/Commitment.

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Form 50003700 (8-23-18)	Page 10 of 12	ALTA Commitment for Title Insurance (8-1-16)
		California

#### INFORMATIONAL NOTES

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

- 1. The property covered by this report is vacant land.
- 2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded January 29, 2018 as Instrument No. 218010207 of Official Records. From: Kevin Singer, in capacity as court appointed referree only of the property known as vacant land in Rosamond, CA 93560 a/k/a the Duntly Property with assessor parcel number 374-011-07-00-7 per Superior Court of California,

- County of Kern, Court ORder Case No. BC569553 To: Ronald F. Lombardi and Kathleen A. Lombardi, Trustees of the Lombardi
  - Family Trust, dated November 12, 1993, as Amended and Restated
- 3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

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Form 50003700 (8-23-18)	Page 11 of 12	ALTA Commitment for Title Insurance (8-1-16)
		California

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ISSUED BY First American Title Insurance Company

File No: 3020-873557C226

File No.: 3020-873557C226

The Land referred to herein below is situated in an Unincorporated Area in the County of Kern, State of California, and is described as follows:

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 9 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL OF SAID LAND APPROVED BY THE SURVEYOR GENERAL ON FEBRUARY 19, 1856 IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SURVEYOR GENERAL.

For conveyancing purposes only: APN 374-011-07-00-7

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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Form 50003700 (8-23-18)	Page 12 of 12	ALTA Commitment for Title Insurance (8-1-16)
		California

Order Number: 3020-873557C225 Page Number: 1



# First American Title Insurance Company National Commercial Services 666 Third Avenue, 5th Floor

New York, NY 10017

October 15, 2019

Patricia Haslam Sustainable Power Group 2180 South 1300 East, Suite 600 Salt Lake City, UT 84106 Phone: (801)679-3592 Fax:

Customer Reference:	Vacant Land/APN: 374-020-48
Buyer:	tbd
Owner:	Vinam World Investment & Development LLC
Property:	Vacant Land/APN: 374-020-48, , CA

#### **PRELIMINARY REPORT**

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

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

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

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

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

Dated as of October 08, 2019 at 7:30 A.M.

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

ALTA Standard Leasehold Owners Policy

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

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

Tri Van Dang and Loan Thi Nguyen, husband and wife as joint tenants, as to an undivided 16.12% interest; Nancy Nga Nguyen Pham, a married woman as her sole and separate property, as to an undivided 16.12% interest; Henry Hoan Vu and Oanh Kim Nguyen Vu, husband and wife as joint tenants, as to an undivided 16.12% interest; Paul Vu, a single man, as to an undivided 16.12% interest; Paul Vu, a single man, as to an undivided 16.12% interest; Paul Vu, a single man, as to an undivided 16.12% interest; Thuy Thanh Le, a single woman, as to an undivided 16.12% interest; Phuoc Van Nguyen and Kim-Oanh Nguyen, husband and wife as joint tenants, as to an undivided 16.12% interest; Vinam World Investment & Development, LLC., a California LLC., as to an undivided 3.28% interest

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

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2019-2020.

First Installment:	\$561.45, Open
Penalty:	\$0.00
Second Installment:	\$561.44, Open
Penalty:	\$0.00
Tax Rate Area:	119-004
A. P. No.:	374-020-48-00-2

- 2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
- 3. A right of way for ditches and canals as reserved by the United States of America in the patent recorded April 5, 1915 in Book 16 of Patents, Page 388.

Subject to any vested and accrued water rights for mining, agriculture, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and the reservation from the lands thereby granted a right-of-way thereon for ditches or canals constructed by the authority of the United States.

 An easement for ingress and egress and incidental purposes, recorded January 8, 1960 as Book
 <u>3227, Page 133</u> of Official Records. In Favor of:
 Henry T. Shumake and Donnie B. Shumake, husband and wife,

> as joint tenants as described therein

Affects:

The location of the easement cannot be determined from record information.

5. An offer of dedication for road and incidental purposes, recorded December 13, 1983 as <u>Book 5614,</u> <u>Page 393</u> of Official Records.

To: County of Kern

The above document was re-recorded December 29, 1983 in/as Book 5618, Page 1975.

- 6. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as Loan Thi Nguyen, Nancy NGA Nguyen Pham, Oanh Kim Nguyen Vu and Kim-Oanh Nguyen. The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.
- 7. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
- 8. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
- 9. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Report/Commitment.
- 10. Any lien, or right to a lien, imposed by law, as a result of services, labor, and/or materials used, or to be used, for improvement to the premises.

Any request for deletion of this exception must be accompanied by a completed owner's affidavit for our review, and may be subject to further requirements.

- 11. Water rights, claims or title to water, whether or not shown by the public records.
- 12. Rights of the public in and to that portion of the Land lying within any public road, street or highway.
- 13. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
- 14. Rights of parties in possession.

## **INFORMATIONAL NOTES**

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

- 1. The property covered by this report is vacant land.
- 2. According to the public records, there has been no conveyance of the land within a period of twentyfour months prior to the date of this report, except as follows:

## None

- 3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
- 4. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
  - A. WITH RESPECT TO A CORPORATION:
    - 1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
    - A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
    - 3. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
    - 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
  - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
    - 1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
    - 2. A full copy of the partnership agreement and any amendments;
    - 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
    - 4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
    - 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
  - C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
    - 1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
    - 2. A full copy of the partnership agreement and any amendment;
    - 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
    - 4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
    - 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

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

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

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

## LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Kern, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 9676, IN THE COUNTY OF KERN, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED SEPTEMBER 30, 1992 IN <u>BOOK 44, PAGE 111</u> OF PARCEL MAPS, KERN COUNTY RECORDS.

EXCEPTING THEREFROM AN UNDIVIDED ONE-FORTH (1/4) INTEREST IN THE OIL, GAS AND OTHER MINERALS AND MINERAL RIGHTS, WHETHER METALLIC OR NON-METALLIC, IN AND UNDER THE LANDS DESCRIBED HEREIN, AS CONTAINED IN THE DEED RECORDED JANUARY 8, 1960 IN <u>BOOK 3227, PAGE</u> 133 OF OFFICIAL RECORDS.

APN: 374-020-48-00-2

#### **The First American Corporation**

First American Title Company Privacy Policy

## We Are Committed to Safeguarding Customer Information

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

## Applicability

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

## **Types of Information**

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

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

#### **Use of Information**

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

## **Former Customers**

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

## **Confidentiality and Security**

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

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

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

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

(b) zoning;

- (d) improvements on the Land; (e) land division; and
- (f) environmental protection.
- (c) land use; This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
- The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This 2. Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17. 3
- 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.
- Lack of a right: 6.

(a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and (b) in streets, alleys, or waterways that touch the Land.

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

7 The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

#### LIMITATIONS ON COVERED RISKS

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

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

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

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

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

- The right to take the land by condemning it, unless: 2.
  - (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
- Title Risks: 3.
  - (a) that are created, allowed, or agreed to by you

(b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records

(c) that result in no loss to you

(d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

- 4. Failure to pay value for your title.
- 5. Lack of a right:

(a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR

(b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;

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

c. resulting in no loss or damage to the Insured Claimant;

d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable

- doing-business laws of the state where the Land is situated. 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by
- Invalidity or unenforceability in whole or in part of the lien of the linsured 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:

- (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.
- Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

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

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

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- b.Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;

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

c. resulting in no loss or damage to the Insured Claimant;

d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

- e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 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:

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

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

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

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

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters

a. created, suffered, assumed, or agreed to by the Insured Claimant;

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

c. resulting in no loss or damage to the Insured Claimant;

d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or

e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.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.
- 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.
- 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.
- 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.

APPENDIX D ENVIRONMENTAL DATABASE INFORMATION



### **Project Property:**

Raceway Solar Project Raceway Solar Project California 93560 CA 93560

Project No: Report Type: Order No: Requested by: Date Completed:

Database Report 20190917248 Terracon Consultants, Inc. September 24, 2019

## Table of Contents

Table of Contents	2
Executive Summary	3
Executive Summary: Report Summary	4
Executive Summary: Site Report Summary - Project Property	8
Executive Summary: Site Report Summary - Surrounding Properties	9
Executive Summary: Summary by Data Source	13
Map	20
Aerial	23
Topographic Map	24
Detail Report	25
Unplottable Summary	61
Unplottable Report	64
Appendix: Database Descriptions	80
Definitions	93

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# **Executive Summary**

#### Property Information:

**Project Property:** 

Raceway Solar Project Raceway Solar Project California 93560 CA 93560

Project No:

#### **Coordinates:**

Latitude:	34.833268
Longitude:	-118.282623
UTM Northing:	3,855,303.24
UTM Easting:	382,718.23
UTM Zone:	UTM Zone 11S

Elevation:

2,428 FT

#### Order Information:

Date Requested:SeparationRequested by:Terration	90917248 tember 17, 2019 acon Consultants, Inc. ıbase Report
-------------------------------------------------	-----------------------------------------------------------------------

#### Historicals/Products:

Aerial Photographs
City Directory Search
ERIS Xplorer
Excel Add-On
Fire Insurance Maps
Physical Setting Report (PSR)
Topographic Map
terraDOCS Report

Historical Aerials Photographs CD - 1 Street Search <u>ERIS Xplorer</u> Excel Add-On US Fire Insurance Maps Physical Setting Report (PSR) Topographic Maps terraDOCS (Terracon)

# Executive Summary: Report Summary

Database	Searched	Search Radius	Project Property	Within 0.12mi	.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
Standard Environmental Records		Naulus	Topeny	0.1211	0.25111	0.50111	1.00111	
Federal								
NPL	Y	1	0	0	0	0	0	0
PROPOSED NPL	Y	1	0	0	0	0	0	0
DELETED NPL	Y	.5	0	0	0	0	-	0
SEMS	Y	.5	0	0	0	0	-	0
SEMS ARCHIVE	Y	.5	0	0	0	0	-	0
ODI	Y	.5	0	0	0	0	-	0
CERCLIS	Y	.5	0	0	0	0	-	0
IODI	Y	.5	0	0	0	0	-	0
CERCLIS NFRAP	Y	.5	0	0	0	0	-	0
CERCLIS LIENS	Y	PO	0	-	-	-	-	0
RCRA CORRACTS	Y	1	0	0	0	0	0	0
RCRA TSD	Y	.5	0	0	0	0	-	0
RCRA LQG	Y	.25	0	0	0	-	-	0
RCRA SQG	Y	.25	0	0	0	-	-	0
RCRA CESQG	Y	.25	0	0	0	-	-	0
RCRA NON GEN	Y	.25	1	2	3	-	-	6
FED ENG	Y	.5	0	0	0	0	-	0
FED INST	Y	.5	0	0	0	0	-	0
ERNS 1982 TO 1986	Y	PO	0	-	-	-	-	0
ERNS 1987 TO 1989	Y	PO	0	-	-	-	-	0
ERNS	Y	PO	0	-	-	-	-	0
FED BROWNFIELDS	Y	.5	0	0	0	0	-	0
FEMA UST	Y	.25	0	0	0	-	-	0
REFN	Y	.25	0	0	0	-	-	0
BULK TERMINAL	Y	.25	0	0	0	-	-	0
SEMS LIEN	Y	PO	0	-	-	-	-	0
SUPERFUND ROD	Y	1	0	0	0	0	0	0

Database	Searched	Search Radius	Project Property	Within 0.12mi	.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
State								
RESPONSE	Y	1	0	0	0	0	0	0
ENVIROSTOR	Y	1	0	0	1	0	1	2
DELISTED ENVS	Y	1	0	0	0	0	0	0
SWF/LF	Y	.5	0	0	0	1	-	1
HWP	Y	1	0	0	0	0	0	0
SWAT	Y	.5	0	0	0	0	-	0
LDS	Y	.5	0	0	0	0	-	0
LUST	Y	.5	0	2	0	0	-	2
DELISTED LST	Y	.5	0	0	0	0	-	0
UST	Y	.25	0	0	0	-	-	0
SWRCB SWF	Y	.5	0	0	0	0	-	0
UST CLOSURE	Y	.5	0	0	0	0	-	0
HHSS	Y	.25	1	1	3	-	-	5
AST	Y	.25	0	0	1	-	-	1
DELISTED TNK	Y	.25	0	0	0	-	-	0
CERS TANK	Y	.25	0	0	1	-	-	1
LUR	Y	.5	0	0	0	0	-	0
HLUR	Y	.5	0	0	0	0	-	0
DEED	Y	.5	0	0	0	0	-	0
VCP	Y	.5	0	0	0	0	-	0
CLEANUP SITES	Y	.5	0	0	0	0	-	0
DELISTED COUNTY	Y	.25	0	0	0	-	-	0
DELISTED CTNK	Y	.25	0	0	1	-	-	1
HIST TANK	Y	.25	1	1	2	-	-	4
Tribal								
TTDAI	Y	.5	0	0	0	0	-	0
INDIAN LUST	Y	.25	0	0	0	-	-	0
INDIAN UST	Y	.25	0	0	0	0	-	0
DELISTED ILST	Y Y	.25	0	0	0	-	-	0
DELISTED IUST	1	.20	U	0	0	-	-	0
County								
BKRSFIELD CUPA	Y	.25	0	0	0	-	-	0
KERN CUPA	Y	.25	0	1	3	-	-	4
KERN UST	Y	.25	0	0	0	-	-	0
KERN AST	Y	.25	0	0	2	-	-	2
BURBANK CUPA	Y	.25	0	0	0	-	-	0
UST ELSEGUNDO	Y	.25	0	0	0	-	-	0
UST SANTAFESP	Y	.25	0	0	0	-	-	0
SANTAMON AST	Y	.25	0	0	0	-	-	0

Database	Searched	Search Radius	Project Property	Within 0.12mi	.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
SANTAMON CUPA	Y	.25	0	0	0	-	-	0
UST SANTA MONICA	Y	.25	0	0	0	-	-	0
UST TORRANCE	Y	.25	0	0	0	-	-	0
VERNON CUPA	Y	.25	0	0	0	-	-	0
UST VERNON	Y	.25	0	0	0	-	-	0
LA HMS	Y	.25	0	1	4	-	-	5
UST LONGB	Y	.25	0	0	0	-	-	0
LA SWF	Y	.5	0	0	0	0	-	0
UST LA CITY	Y	.25	0	0	0	-	-	0
AST LA CITY	Y	.25	0	0	0	-	-	0
LA CITY HAZMAT	Y	.125	0	0	-	-	-	0
Additional Environmental Records								
Federal								
PFAS NPL	Y	.5	0	0	0	0	-	0
FINDS/FRS	Y	PO	2	1	-	-	-	3
TRIS	Y	PO	0	-	-	-	-	0
PFAS TRI	Y	.5	0	0	0	0	-	0
HMIRS	Y	.125	0	0	-	-	-	0
NCDL	Y	.125	0	0	-	-	-	0
TSCA	Y	.125	0	0	-	-	-	0
HIST TSCA	Y	.125	0	0	-	-	-	0
FTTS ADMIN	Y	PO	0	-	-	-	-	0
FTTS INSP	Y	PO	0	-	-	-	-	0
PRP	Y	PO	0	-	-	-	-	0
SCRD DRYCLEANER	Y	.5	0	0	0	0	-	0
ICIS	Y	PO	0	-	-	-	-	0
FED DRYCLEANERS	Y	.25	0	0	0	-	-	0
DELISTED FED DRY	Y	.25	0	0	0	-	-	0
FUDS	Y	1	0	0	0	0	0	0
MLTS	Y	PO	0	-	-	-	-	0
HIST MLTS	Y	PO	0	-	-	-	-	0
MINES	Y	.25	0	0	0	-	-	0
ALT FUELS	Y	.25	0	0	0	-	-	0
SSTS	Y	.25	0	0	0	-	-	0
РСВ	Y	.5	0	0	0	0	-	0
State		_						
DRYCLEANERS	Y	.25	0	0	0	-	-	0
DELISTED DRYCLEANERS	Y	.25	0	0	0	-	-	0
DRYC GRANT	Y	.25	0	0	0	-	-	0

Database	Searched	Search Radius	Project Property	Within 0.12mi	.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
PFAS	Y	.5	0	0	0	0	-	0
PFAS GW	Y	.5	0	0	0	0	-	0
HWSS CLEANUP	Y	.5	0	0	0	0	-	0
DTSC HWF	Y	.5	0	0	0	0	-	0
INSP COMP ENF	Y	1	0	0	0	0	0	0
SCH	Y	1	0	0	1	0	0	1
CHMIRS	Y	PO	0	1	-	-	-	1
HAZNET	Y	PO	1	3	-	-	-	4
HIST CHMIRS	Y	PO	0	-	-	-	-	0
HIST MANIFEST	Y	PO	0	1	-	-	-	1
HIST CORTESE	Y	.5	0	0	0	0	-	0
CDO/CAO	Y	.5	0	0	0	0	-	0
CERS HAZ	Y	.125	0	1	-	-	-	1
DELISTED HAZ	Y	.5	0	0	0	0	-	0
GEOTRACKER	Y	.125	0	0	-	-	-	0
WASTE DISCHG	Y	.25	0	0	0	-	-	0
EMISSIONS	Y	.25	0	0	1	-	-	1
CDL	Y	.125	0	4	-	-	-	4
Tribal	No Tri	bal additic	onal environ	mental rec	cord source	s available	for this Sta	te.
County								
LA SML	Y	.5	0	0	0	0	-	0
SANTAMON HAZ	Y	.125	0	0	-	-	-	0
SANTAMON HW	Y	.125	0	0	-	-	-	0
	Total:		6	19	23	1	1	50

\* PO – Property Only \* 'Property and adjoining properties' database search radii are set at 0.25 miles.

# Executive Summary: Site Report Summary - Project Property

Мар Кеу	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
<u>1</u>	FINDS/FRS	CALANDRI/SONRISE FARMS, LP - KIM RANCH	90TH STREET WEST AND GASKELL ROAD ROSAMOND CA 93560	-	0.00 / 0.00	7	<u>25</u>
<u>2</u>	HHSS	RITTER AND GODDE RANCH	90TH STREET WEST & AVENUE A ROSAMOND CA 93560	-	0.00 / 0.00	9	<u>25</u>
<u>2</u>	HIST TANK	RITTER & GODDE RANCH	90TH STREET WEST & AVENUE A ROSAMOND CA	-	0.00 / 0.00	9	<u>25</u>
<u>3</u>	HAZNET	GUS ZEPEDA	71405 90TH ST W LANCASTER CA 93534	-	0.00 / 0.00	9	<u>26</u>
<u>4</u>	FINDS/FRS	ADAMS, BRYAN	48011 80TH STREET WEST LANCASTER CA 93536	-	0.00 / 0.00	-36	<u>26</u>
<u>4</u>	RCRA NON GEN	ADAMS, BRYAN	48011 80TH STREET WEST LANCASTER CA 93536	-	0.00 / 0.00	-36	<u>27</u>
			EPA Handler ID: CAC002969040				

# Executive Summary: Site Report Summary - Surrounding Properties

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
<u>5</u>	HIST MANIFEST		GASKELL RD /85TH STREET ROSEMOND CA 935600000	NNE	0.00 / 5.41	-2	<u>28</u>
<u>5</u>	HAZNET	1X TAPIA BRO/INI FARMS	GASKELL RD /85TH STREET ROSEMOND CA 935600000	NNE	0.00 / 5.41	-2	<u>29</u>
<u>6</u>	HHSS	TAPIA BROS INC	85TH ST & GASKELL ROSAMOND CA 91406	NNE	0.00 / 11.11	-2	<u>29</u>
<u>6</u>	HIST TANK	TAPIA BROS. INC.	85TH ST & GASKELL ROSAMOND CA	NNE	0.00 / 11.11	-2	<u>29</u>
<u>7</u>	HAZNET	WIL'S PRECISION AUTO CARE	46440 80TH ST W LANCASTER CA 935368103	S	0.00 / 11.79	-23	<u>29</u>
<u>8</u>	CDL		46401 80TH ST WEST LANCASTER CA 93534	S	0.00 / 17.37	-23	<u>30</u>
<u>8</u>	FINDS/FRS	TIMBER PROPERTIES	46401 80TH ST LANCASTER CA 93536	S	0.00 / 17.37	-23	<u>30</u>
<u>8</u>	LA HMS		46401 80TH ST WEST LANCASTER CA 93535	S	0.00 / 17.37	-23	<u>30</u>
<u>8</u>	LUST	TIMBER PROPERTIES	46401 80TH ST LANCASTER CA 93536 <i>Global ID   Status   Status Date:</i> T0	S 603700243   C0	0.00 / 17.37 DMPLETED - CAS	-23 SE CLOSED   199	<u>31</u> 0-04-02
<u>9</u>	CHMIRS	Southern CA Edison	00:00:00 70th St at Holiday Rosamond CA	NE	0.00 / 17.71	-36	<u>32</u>
<u>10</u>	CDL		9171 W ROSAMOND BLVD ROSAMOND CA 93560	NNW	0.00 / 20.81	31	<u>33</u>
<u>11</u>	CDL		49317 80TH ST. WEST LANCASTER CA 93534	S	0.01 / 47.18	-5	<u>33</u>

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
<u>11</u>	HAZNET	ATENOGENES ORTEGA	49317 80TH STREET WEST LANCASTER CA 935340000	S	0.01 / 47.18	-5	<u>33</u>
<u>12</u>	CDL		49913 80TH ST WEST LANCASTER CA 93536	S	0.01 / 50.78	-2	<u>34</u>
<u>13</u>	LUST	TIMBER PROPERTIES	46400 80TH ST LANCASTER CA 93536	S	0.12 / 607.36	-25	<u>34</u>
			Global ID   Status   Status Date: TO 00:00:00	)603700242   C0	OMPLETED - CAS	E CLOSED   199	0-04-02
<u>14</u>	CERS HAZ	AMERICAN PERFORMANCE ENGINEERING	7347 WEST ROSAMOND BLVD ROSAMOND CA 93560	NNE	0.12 / 608.19	-21	<u>36</u>
<u>14</u>	KERN CUPA	AMERICAN PERFORMANCE ENGINEERING	7347 WEST ROSAMOND BLVD 7347 WEST ROSAMOND BLVD ROSAMOND CA	NNE	0.12 / 608.19	-21	<u>40</u>
<u>14</u>	RCRA NON GEN	AMERICAN PERFORMANCE ENGINEERING	7347 W ROSAMOND BLVD ROSAMOND CA 93560	NNE	0.12 / 608.19	-21	<u>40</u>
			EPA Handler ID: CAL000311493				
<u>15</u>	RCRA NON GEN	TAPIA BROS, INC.	8425 WEST AVE A ROSAMOND CA 93560 <i>EPA Handler ID</i> : CAL000258768	SSE	0.12 / 609.15	-8	<u>41</u>
<u>16</u>	RCRA NON GEN	ELIZABETH LAYTON	8130 WEST AVENUE E12 LANCASTER CA 93536	S	0.17 / 889.62	-30	<u>42</u>
			EPA Handler ID: CAC002995763				
<u>17</u>	KERN CUPA	DESERT EQUIPMENT SERVICES INC	3221 70TH STREET WEST ROSAMOND CA	NE	0.21 / 1,108.48	-19	<u>43</u>
<u>18</u>	HHSS	CAMEO RANCHING COMPANY	8539 WEST AVENUE H LANCASTER CA 93534	S	0.22 / 1,175.15	-11	<u>43</u>
<u>18</u>	LA HMS		8539 W AVENUE H LANCASTER CA 93534	S	0.22 / 1,175.15	-11	<u>43</u>
<u>18</u>	HIST TANK	CAMEO RANCHING COMPANY	8539 WEST AVENUE H LANCASTER CA	S	0.22 / 1,175.15	-11	<u>44</u>
<u>19</u>	EMISSIONS	DEL SUR SCHOOL	9023 W. AVE. H LANCASTER CA 93536	S	0.22 / 1,178.59	6	<u>44</u>

Мар Кеу	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
<u>19</u>	ENVIROSTOR	DEL SUR SCHOOL	9023 WEST AVENUE H	S	0.22 /	6	<u>49</u>
			LANCASTER CA 93536 Estor/EPA ID   Cleanup Status: 198	320031   NO AC	1,178.59 TION REQUIRED	AS OF 7/3/2001	
<u>19</u>	HHSS	DEL SUR SCHOOL	9023 WEST AVENUE H LANCASTER CA 93534	S	0.22 / 1,178.59	6	<u>50</u>
<u>19</u>	LA HMS		9023 W AVENUE H LANCASTER CA 93536	S	0.22 / 1,178.59	6	<u>50</u>
<u>19</u>	HIST TANK	DEL SUR SCHOOL	9023 WEST AVENUE H LANCASTER CA	S	0.22 / 1,178.59	6	<u>51</u>
<u>19</u>	SCH	DEL SUR SCHOOL	9023 WEST AVENUE H LANCASTER CA 93536	S	0.22 / 1,178.59	6	<u>51</u>
			Estor/EPA ID   Cleanup Status: 198	320031   NO AC	TION REQUIRED	AS OF 7/3/2001	
<u>20</u>	LA HMS		8202 W AVENUE H LANCASTER CA 93534	S	0.22 / 1,180.64	-18	<u>52</u>
<u>21</u>	RCRA NON GEN	LA COUNTY SANITATION DISTRICTS	W AVENUE H & 90TH ST W LANCASTER CA 93536-0000	S	0.22 / 1,187.32	5	<u>52</u>
			EPA Handler ID: CAH111000827				
<u>22</u>	AST	TAPIA BROS INC	8425 AVE A ROSAMOND CA 93560	S	0.25 / 1,296.19	-3	<u>53</u>
<u>22</u>	KERN AST	TAPIA BROS INC	8425 AVE A 8425 AVE A ROSAMOND CA 93560	S	0.25 / 1,296.19	-3	<u>53</u>
			Facility ID: FA0001164 Billing Status: Inactive, non-billable,	Active, billable			
<u>22</u>	KERN CUPA	TAPIA BROS INC	8425 AVE A 8425 AVE A ROSAMOND CA	S	0.25 / 1,296.19	-3	<u>53</u>
<u>22</u>	DELISTED CTNK	TAPIA BROS INC	8425 AVE A ROSAMOND CA 93560	S	0.25 / 1,296.19	-3	<u>54</u>
<u>23</u>	LA HMS		46204 97TH ST WEST LANCASTER CA 93536	S	0.25 / 1,309.92	27	<u>54</u>
<u>24</u>	KERN AST	Grimmway Enterprises Inc Willow Springs Yard	7500 TEH WILLOW SPRINGS RD 7500 TEH WILLOW SPRINGS RD Rosamond CA 93560	ENE	0.25 / 1,310.58	-24	<u>54</u>

Мар Кеу	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
			<i>Facility ID:</i> FA0004306 <i>Billing Status:</i> Active, billable				
<u>24</u>	CERS TANK	Grimmway Enterprises Inc Willow Springs Yard	7500 TEH WILLOW SPRINGS RD ROSAMOND CA 93560 <b>Site ID:</b> 394186	ENE	0.25 / 1,310.58	-24	<u>55</u>
<u>24</u>	KERN CUPA	Grimmway Enterprises Inc Willow Springs Yard	7500 TEH WILLOW SPRINGS RD 7500 TEH WILLOW SPRINGS RD Rosamond CA	ENE	0.25 / 1,310.58	-24	<u>57</u>
<u>24</u>	RCRA NON GEN	GRIMMWAY ENTERPRISES INC	7500 WILLOW SPRINGS RD ROSAMOND CA 93560 EPA Handler ID: CAL000258195	ENE	0.25 / 1,310.58	-24	<u>57</u>
<u>25</u>	HHSS	WILLOW SPRINGS INTERNATIONAL R	75TH STREET WEST AND ROSAMOND ROSAMOND CA 93560	NNE	0.25 / 1,313.63	-17	<u>58</u>
<u>26</u>	SWF/LF	75th St East & Little Rock Disposal Site	75th Street And Avenue `u` Lancaster CA <i>Operational Status   Activity:</i> Clear	SSE	0.50 / 2,630.08	-15	<u>59</u>
<b>.</b>	ENVIROSTOR	PALMER		·	·	-51	50
<u>27</u>	ENVIRUSIUR	CONSTRUCTION	2129 NORTH 60TH STREET ROSAMOND CA 95360	ENE	0.93 / 4,919.43	-51	<u>59</u>
			Estor/EPA ID   Cleanup Status: 157	750005   NO FU	RTHER ACTION A	AS OF 4/30/1992	

## Executive Summary: Summary by Data Source

### <u>Standard</u>

#### **Federal**

#### **RCRA NON GEN** - RCRA Non-Generators

A search of the RCRA NON GEN database, dated Jun 3, 2019 has found that there are 6 RCRA NON GEN site(s) within approximately 0.25 miles of the project property.

Equal/Higher Elevation	<u>Address</u>	Direction	<u>Distance (mi/ft)</u>	<u>Map Key</u>
LA COUNTY SANITATION DISTRICTS	W AVENUE H & 90TH ST W LANCASTER CA 93536-0000	S	0.22 / 1,187.32	<u>21</u>
	EPA Handler ID: CAH111000827			
Lower Elevation	<u>Address</u>	<b>Direction</b>	Distance (mi/ft)	<u>Map Key</u>
ADAMS, BRYAN	48011 80TH STREET WEST LANCASTER CA 93536	-	0.00 / 0.00	<u>4</u>
	EPA Handler ID: CAC002969040			
AMERICAN PERFORMANCE ENGINEERING	7347 W ROSAMOND BLVD ROSAMOND CA 93560	NNE	0.12 / 608.19	<u>14</u>
	EPA Handler ID: CAL000311493			
TAPIA BROS, INC.	8425 WEST AVE A ROSAMOND CA 93560	SSE	0.12 / 609.15	<u>15</u>
	EPA Handler ID: CAL000258768			
ELIZABETH LAYTON	8130 WEST AVENUE E12 LANCASTER CA 93536	S	0.17 / 889.62	<u>16</u>
	EPA Handler ID: CAC002995763			
GRIMMWAY ENTERPRISES INC	7500 WILLOW SPRINGS RD ROSAMOND CA 93560	ENE	0.25 / 1,310.58	<u>24</u>
	EPA Handler ID: CAL000258195			

#### State

#### **ENVIROSTOR** - EnviroStor Database

A search of the ENVIROSTOR database, dated Jun 14, 2019 has found that there are 2 ENVIROSTOR site(s) within approximately 1.00 miles of the project property.

Equal/Higher Elevation	<u>Address</u>	<b>Direction</b>	Distance (mi/ft)	<u>Map Key</u>
DEL SUR SCHOOL	9023 WEST AVENUE H LANCASTER CA 93536	S	0.22 / 1,178.59	<u>19</u>

Estor/EPA ID | Cleanup Status: 19820031 | NO ACTION REQUIRED AS OF 7/3/2001

Lower Elevation	Address	<b>Direction</b>	Distance (mi/ft)	<u>Map Key</u>
PALMER CONSTRUCTION	2129 NORTH 60TH STREET ROSAMOND CA 95360	ENE	0.93 / 4,919.43	<u>27</u>

Estor/EPA ID | Cleanup Status: 15750005 | NO FURTHER ACTION AS OF 4/30/1992

#### SWF/LF - Solid Waste Information System (SWIS)

A search of the SWF/LF database, dated Aug 19, 2019 has found that there are 1 SWF/LF site(s) within approximately 0.50 miles of the project property.

Lower Elevation	<u>Address</u>	<b>Direction</b>	Distance (mi/ft)	<u>Map Key</u>
75th St East & Little Rock Disposal Site	75th Street And Avenue `u` Lancaster CA	SSE	0.50 / 2,630.08	<u>26</u>

Operational Status | Activity: Clean Closed | Solid Waste Disposal Site

#### LUST - Leaking Underground Fuel Tank Reports

A search of the LUST database, dated Jul 17, 2019 has found that there are 2 LUST site(s) within approximately 0.50 miles of the project property.

Lower Elevation	Address	<b>Direction</b>	Distance (mi/ft)	<u>Map Key</u>	
TIMBER PROPERTIES	46401 80TH ST LANCASTER CA 93536	S	0.00 / 17.37	<u>8</u>	
	Global ID   Status   Status Date: T0603	700243   COMPLETED -	CASE CLOSED   1990-	04-02 00:00:00	
TIMBER PROPERTIES	46400 80TH ST LANCASTER CA 93536	S	0.12 / 607.36	<u>13</u>	
	Global ID   Status   Status Date: T0603700242   COMPLETED - CASE CLOSED   1990-04-02 00:00:0				

#### HHSS - Historical Hazardous Substance Storage Information Database

A search of the HHSS database, dated Aug 27, 2015 has found that there are 5 HHSS site(s) within approximately 0.25 miles of the project property.

Equal/Higher Elevation	<u>Address</u>	Direction	Distance (mi/ft)	<u>Map Key</u>
RITTER AND GODDE RANCH	90TH STREET WEST & AVENUE A ROSAMOND CA 93560	-	0.00 / 0.00	<u>2</u>
DEL SUR SCHOOL	9023 WEST AVENUE H LANCASTER CA 93534	S	0.22 / 1,178.59	<u>19</u>
Lower Elevation	<u>Address</u>	<b>Direction</b>	Distance (mi/ft)	<u>Map Key</u>
TAPIA BROS INC	85TH ST & GASKELL ROSAMOND CA 91406	NNE	0.00 / 11.11	<u>6</u>
CAMEO RANCHING COMPANY	8539 WEST AVENUE H LANCASTER CA 93534	S	0.22 / 1,175.15	<u>18</u>

Lower Elevation	<u>Address</u>	<b>Direction</b>	Distance (mi/ft)	<u>Map Key</u>
WILLOW SPRINGS INTERNATIONAL R	75TH STREET WEST AND ROSAMOND ROSAMOND CA 93560	NNE	0.25 / 1,313.63	<u>25</u>

#### <u>AST</u> - Aboveground Storage Tanks

A search of the AST database, dated Aug 31, 2009 has found that there are 1 AST site(s) within approximately 0.25 miles of the project property.

Lower Elevation	Address	<b>Direction</b>	Distance (mi/ft)	<u>Map Key</u>
TAPIA BROS INC	8425 AVE A ROSAMOND CA 93560	S	0.25 / 1,296.19	<u>22</u>

#### **CERS TANK** - California Environmental Reporting System (CERS) Tanks

A search of the CERS TANK database, dated Aug 19, 2019 has found that there are 1 CERS TANK site(s) within approximately 0.25 miles of the project property.

Lower Elevation	<u>Address</u>	<b>Direction</b>	Distance (mi/ft)	<u>Map Key</u>
Grimmway Enterprises Inc Willow Springs Yard	7500 TEH WILLOW SPRINGS RD ROSAMOND CA 93560	ENE	0.25 / 1,310.58	<u>24</u>
	<b>Site ID</b> : 394186			

#### **DELISTED CTNK** - Delisted California Environmental Reporting System (CERS) Tanks

A search of the DELISTED CTNK database, dated Aug 19, 2019 has found that there are 1 DELISTED CTNK site(s) within approximately 0.25 miles of the project property.

Lower Elevation	Address	<b>Direction</b>	Distance (mi/ft)	<u>Map Key</u>
TAPIA BROS INC	8425 AVE A ROSAMOND CA 93560	S	0.25 / 1,296.19	<u>22</u>

#### HIST TANK - Historical Hazardous Substance Storage Container Information - Facility Summary

A search of the HIST TANK database, dated May 27, 1988 has found that there are 4 HIST TANK site(s) within approximately 0.25 miles of the project property.

Equal/Higher Elevation	<u>Address</u>	<b>Direction</b>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
RITTER & GODDE RANCH	90TH STREET WEST & AVENUE A ROSAMOND CA	-	0.00 / 0.00	<u>2</u>
DEL SUR SCHOOL	9023 WEST AVENUE H LANCASTER CA	S	0.22 / 1,178.59	<u>19</u>

Lower Elevation	<u>Address</u>	<b>Direction</b>	Distance (mi/ft)	<u>Map Key</u>
TAPIA BROS. INC.	85TH ST & GASKELL ROSAMOND CA	NNE	0.00 / 11.11	<u>6</u>
CAMEO RANCHING COMPANY	8539 WEST AVENUE H LANCASTER CA	S	0.22 / 1,175.15	<u>18</u>

### <u>County</u>

#### KERN CUPA - Kern County - CUPA List

A search of the KERN CUPA database, dated Jul 25, 2019 has found that there are 4 KERN CUPA site(s) within approximately 0.25 miles of the project property.

Lower Elevation	Address	<b>Direction</b>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
AMERICAN PERFORMANCE ENGINEERING	7347 WEST ROSAMOND BLVD 7347 WEST ROSAMOND BLVD ROSAMOND CA	NNE	0.12 / 608.19	<u>14</u>
DESERT EQUIPMENT SERVICES INC	3221 70TH STREET WEST ROSAMOND CA	NE	0.21 / 1,108.48	<u>17</u>
TAPIA BROS INC	8425 AVE A 8425 AVE A ROSAMOND CA	S	0.25 / 1,296.19	<u>22</u>
Grimmway Enterprises Inc Willow Springs Yard	7500 TEH WILLOW SPRINGS RD 7500 TEH WILLOW SPRINGS RD Rosamond CA	ENE	0.25 / 1,310.58	<u>24</u>

#### KERN AST - Kern County - AST List

A search of the KERN AST database, dated Jul 25, 2019 has found that there are 2 KERN AST site(s) within approximately 0.25 miles of the project property.

Lower Elevation	<u>Address</u>	<b>Direction</b>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
TAPIA BROS INC	8425 AVE A 8425 AVE A ROSAMOND CA 93560	S	0.25 / 1,296.19	<u>22</u>
	Facility ID: FA0001164 Billing Status: Inactive, non-billable, Ac	tive, billable		
Grimmway Enterprises Inc Willow Springs Yard	7500 TEH WILLOW SPRINGS RD 7500 TEH WILLOW SPRINGS RD Rosamond CA 93560 <i>Facility ID</i> : <i>FA0004306</i> <i>Billing Status</i> : <i>Active, billable</i>	ENE	0.25 / 1,310.58	<u>24</u>

#### LA HMS - Los Angeles County - HMS List

A search of the LA HMS database, dated Jul 9, 2019 has found that there are 5 LA HMS site(s) within approximately 0.25 miles of the project property.

Equal/Higher Elevation	Address	<b>Direction</b>	Distance (mi/ft)	<u>Map Key</u>
	9023 W AVENUE H LANCASTER CA 93536	S	0.22 / 1,178.59	<u>19</u>
	46204 97TH ST WEST LANCASTER CA 93536	S	0.25 / 1,309.92	<u>23</u>
Lower Elevation	Address	<b>Direction</b>	Distance (mi/ft)	<u>Map Key</u>
	46401 80TH ST WEST LANCASTER CA 93535	S	0.00 / 17.37	<u>8</u>
	8539 W AVENUE H LANCASTER CA 93534	S	0.22 / 1,175.15	<u>18</u>
	8202 W AVENUE H LANCASTER CA 93534	S	0.22 / 1,180.64	<u>20</u>

### Non Standard

#### **Federal**

#### FINDS/FRS - Facility Registry Service/Facility Index

A search of the FINDS/FRS database, dated Apr 23, 2019 has found that there are 3 FINDS/FRS site(s) within approximately 0.02 miles of the project property.

Equal/Higher Elevation	<u>Address</u>	<b>Direction</b>	Distance (mi/ft)	<u>Map Key</u>
CALANDRI/SONRISE FARMS, LP - KIM RANCH	90TH STREET WEST AND GASKELL ROAD ROSAMOND CA 93560	-	0.00 / 0.00	1
Lower Elevation ADAMS, BRYAN	<u>Address</u> 48011 80TH STREET WEST LANCASTER CA 93536	<u>Direction</u> -	Distance (mi/ft) 0.00 / 0.00	<u>Map Key</u> <u>4</u>
TIMBER PROPERTIES	46401 80TH ST LANCASTER CA 93536	S	0.00 / 17.37	<u>8</u>

### <u>State</u>

#### **SCH** - School Property Evaluation Program Sites

A search of the SCH database, dated Jun 14, 2019 has found that there are 1 SCH site(s) within approximately 1.00 miles of the project

property.

Equal/Higher Elevation	<u>Address</u>	<b>Direction</b>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
DEL SUR SCHOOL	9023 WEST AVENUE H LANCASTER CA 93536	S	0.22 / 1,178.59	<u>19</u>

Estor/EPA ID | Cleanup Status: 19820031 | NO ACTION REQUIRED AS OF 7/3/2001

#### <u>CHMIRS</u> - California Hazardous Material Incident Report System (CHMIRS)

A search of the CHMIRS database, dated Apr 2, 2019 has found that there are 1 CHMIRS site(s) within approximately 0.02 miles of the project property.

Lower Elevation	<u>Address</u>	<b>Direction</b>	Distance (mi/ft)	<u>Map Key</u>
Southern CA Edison	70th St at Holiday Rosamond CA	NE	0.00 / 17.71	<u>9</u>

#### HAZNET - Hazardous Waste Manifest Data

A search of the HAZNET database, dated Oct 24, 2016 has found that there are 4 HAZNET site(s) within approximately 0.02 miles of the project property.

Equal/Higher Elevation	Address	<b>Direction</b>	Distance (mi/ft)	<u>Map Key</u>
GUS ZEPEDA	71405 90TH ST W LANCASTER CA 93534	-	0.00 / 0.00	<u>3</u>

Lower Elevation	<u>Address</u>	<b>Direction</b>	Distance (mi/ft)	<u>Map Key</u>
1X TAPIA BRO/INI FARMS	GASKELL RD /85TH STREET ROSEMOND CA 935600000	NNE	0.00 / 5.41	<u>5</u>
WIL'S PRECISION AUTO CARE	46440 80TH ST W LANCASTER CA 935368103	S	0.00 / 11.79	<u>7</u>
ATENOGENES ORTEGA	49317 80TH STREET WEST LANCASTER CA 935340000	S	0.01 / 47.18	<u>11</u>

#### HIST MANIFEST - Historical Hazardous Waste Manifest Data

A search of the HIST MANIFEST database, dated Dec 31, 1992 has found that there are 1 HIST MANIFEST site(s) within approximately 0.02 miles of the project property.

Lower Elevation	Address	<b>Direction</b>	Distance (mi/ft)	<u>Map Key</u>
	GASKELL RD /85TH STREET ROSEMOND CA 935600000	NNE	0.00 / 5.41	<u>5</u>

#### CERS HAZ - California Environmental Reporting System (CERS) Hazardous Waste Sites

A search of the CERS HAZ database, dated Aug 19, 2019 has found that there are 1 CERS HAZ site(s) within approximately 0.12 miles of the project property.

Lower Elevation	Address	<b>Direction</b>	Distance (mi/ft)	<u>Map Key</u>
AMERICAN PERFORMANCE ENGINEERING	7347 WEST ROSAMOND BLVD ROSAMOND CA 93560	NNE	0.12 / 608.19	<u>14</u>

#### **EMISSIONS** - Toxic Pollutant Emissions Facilities

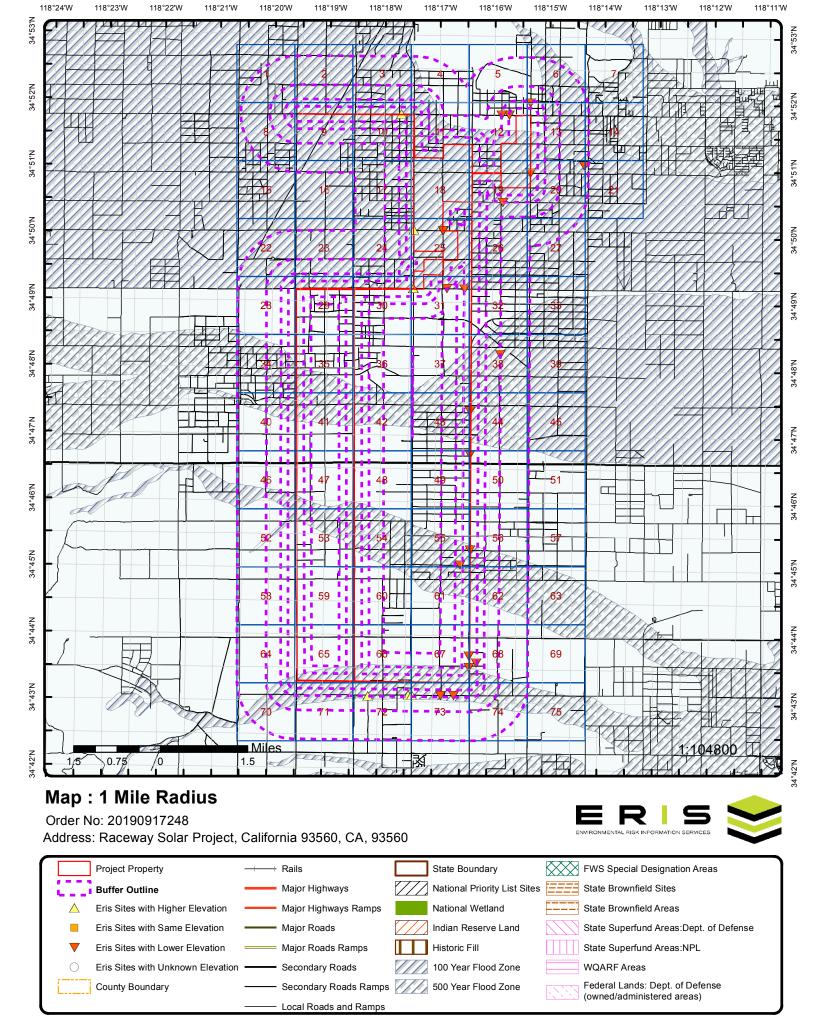
A search of the EMISSIONS database, dated Dec 31, 2017 has found that there are 1 EMISSIONS site(s) within approximately 0.25 miles of the project property.

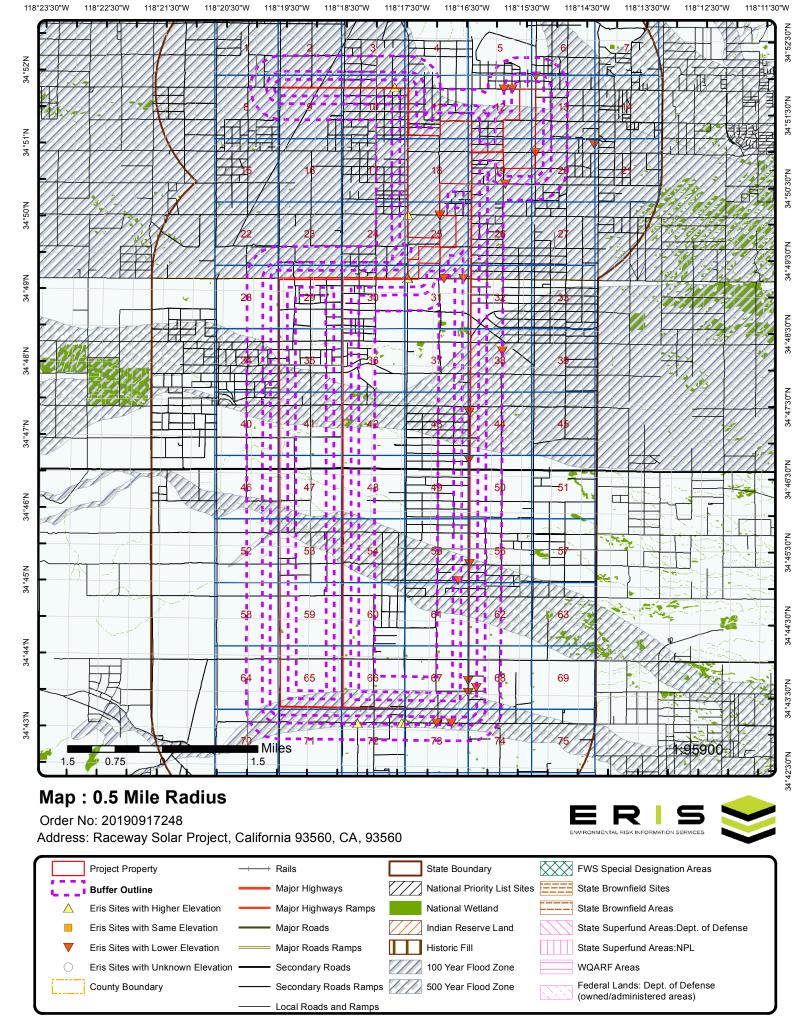
Equal/Higher Elevation	Address	<b>Direction</b>	Distance (mi/ft)	<u>Map Key</u>
DEL SUR SCHOOL	9023 W. AVE. H LANCASTER CA 93536	S	0.22 / 1,178.59	<u>19</u>

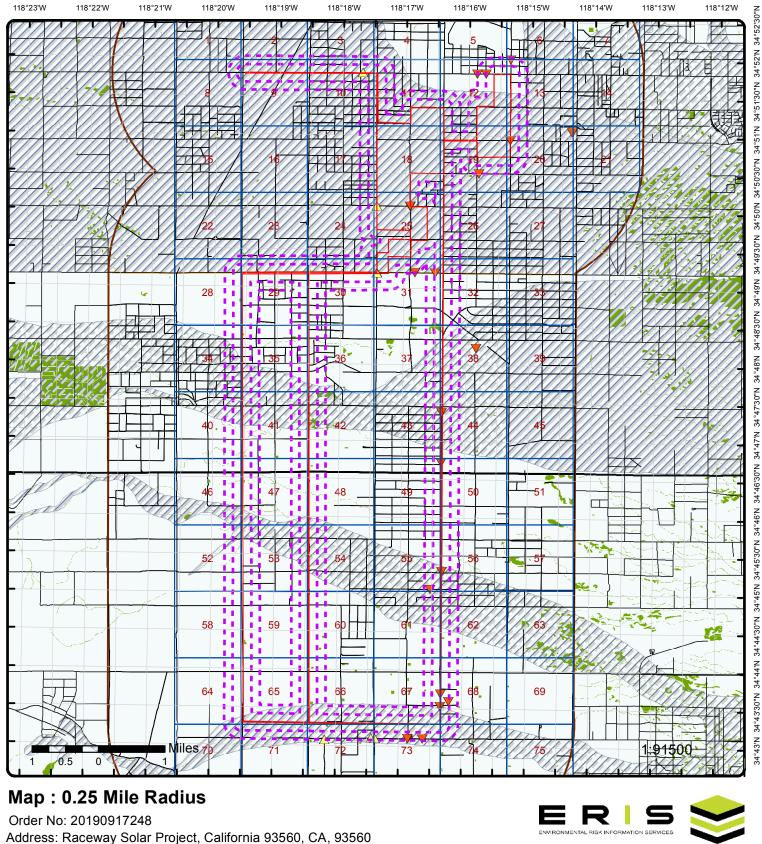
#### **CDL** - Clandestine Drug Lab Sites

A search of the CDL database, dated Jun 30, 2018 has found that there are 4 CDL site(s) within approximately 0.12 miles of the project property.

Equal/Higher Elevation	<u>Address</u>	Direction	Distance (mi/ft)	<u>Map Key</u>
	9171 W ROSAMOND BLVD ROSAMOND CA 93560	NNW	0.00 / 20.81	<u>10</u>
Lower Elevation	<u>Address</u>	<b>Direction</b>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
	46401 80TH ST WEST LANCASTER CA 93534	S	0.00 / 17.37	<u>8</u>
	49317 80TH ST. WEST LANCASTER CA 93534	S	0.01 / 47.18	<u>11</u>
	49913 80TH ST WEST LANCASTER CA 93536	S	0.01 / 50.78	<u>12</u>

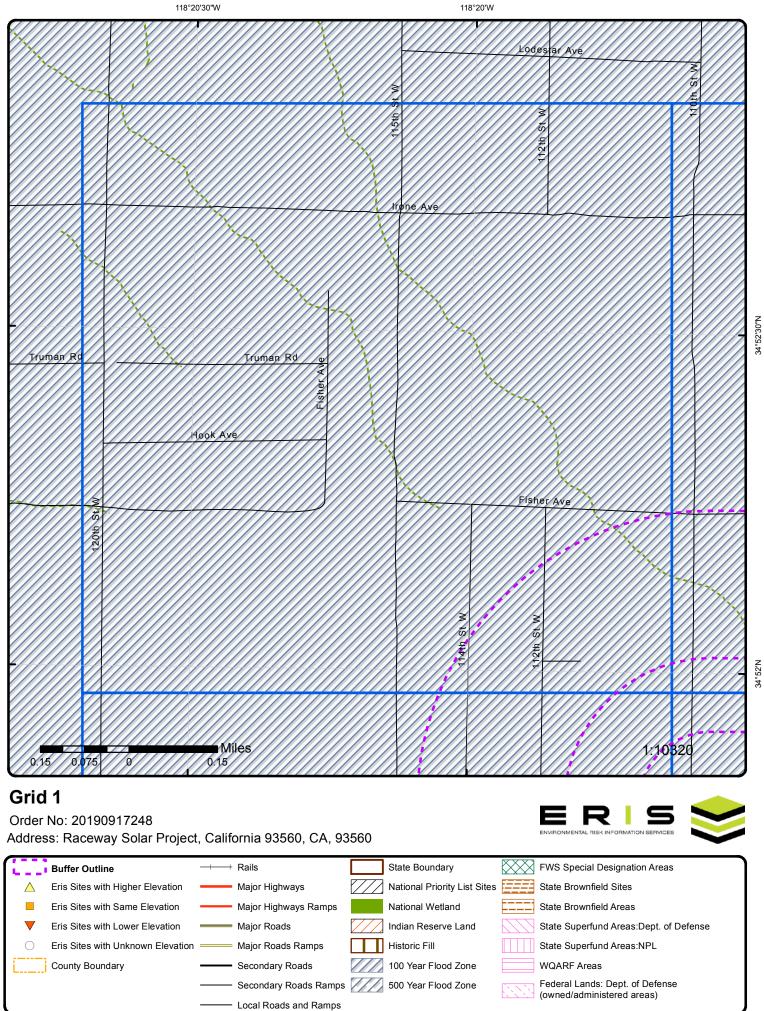








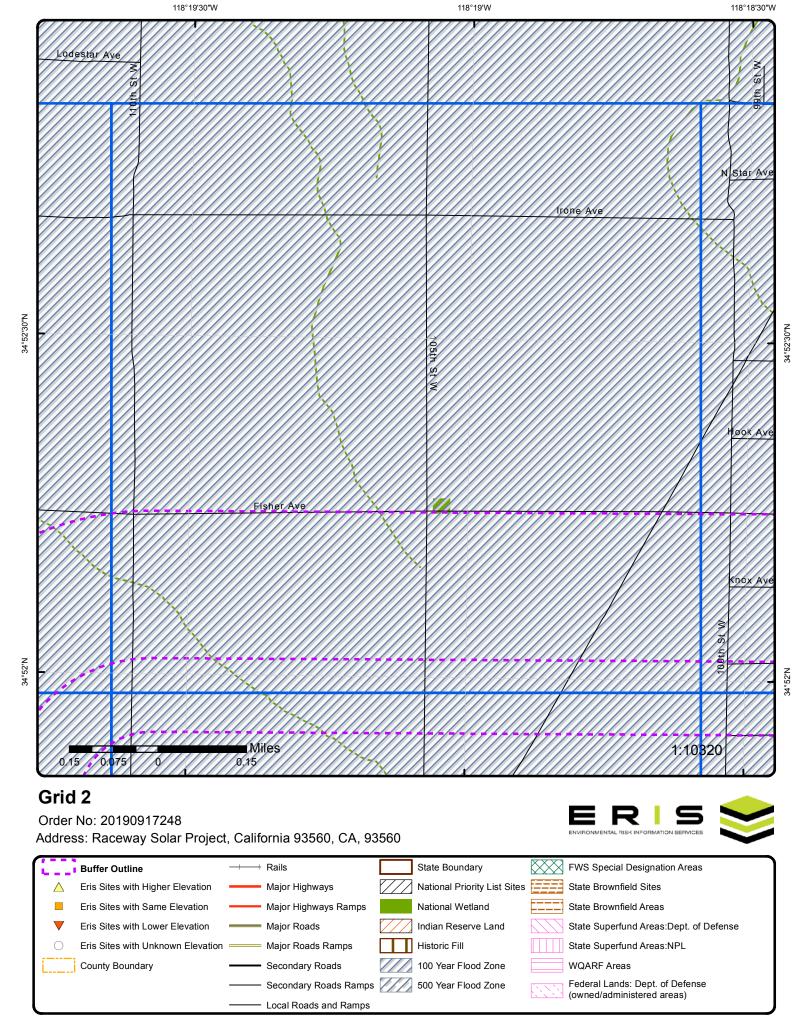
34\*33N 34\*330°N 34\*44N 34\*4430°N 34\*45N 34\*4530°N 34\*45'N 34\*47'N 34\*47'N 34\*47'N 34\*48'N 34\*48'O°N 34\*49'S0°N 34\*50'N 34\*50'N 34\*51'30'N 34\*52N

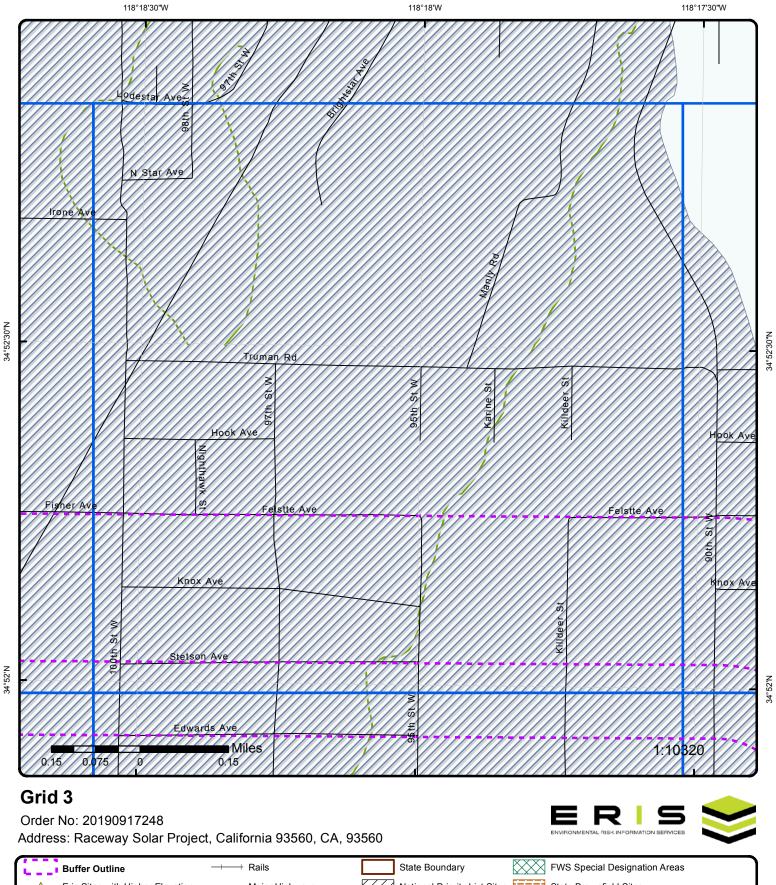


34°52'30"N

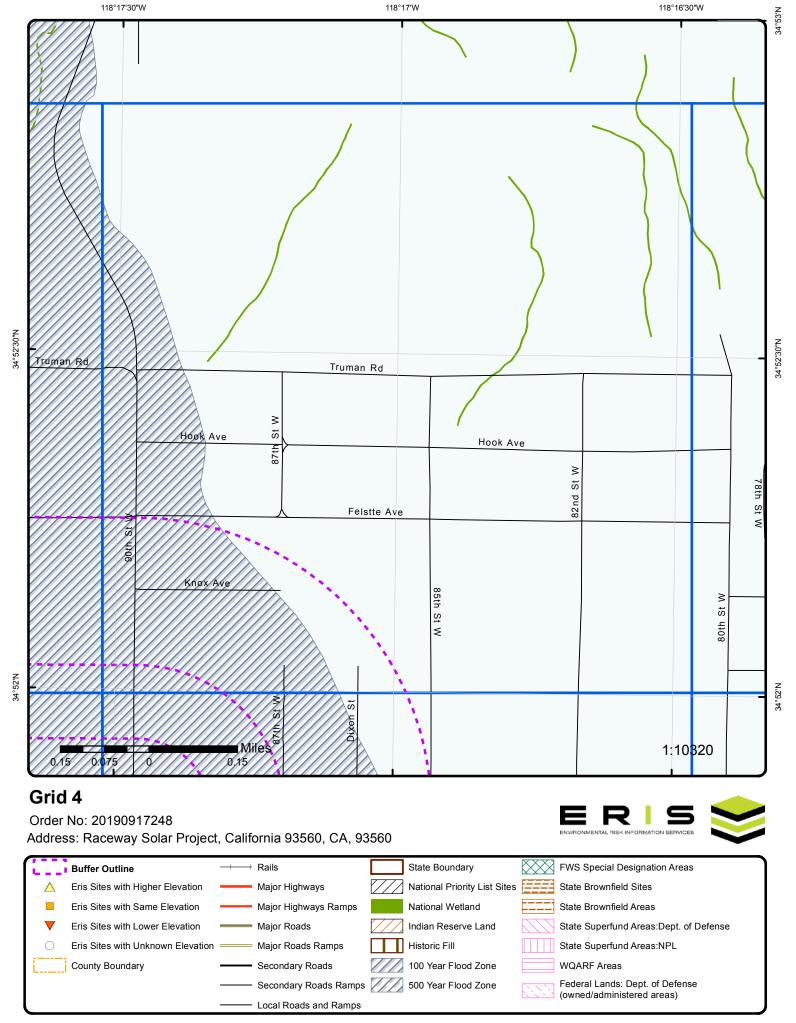
34°52'N

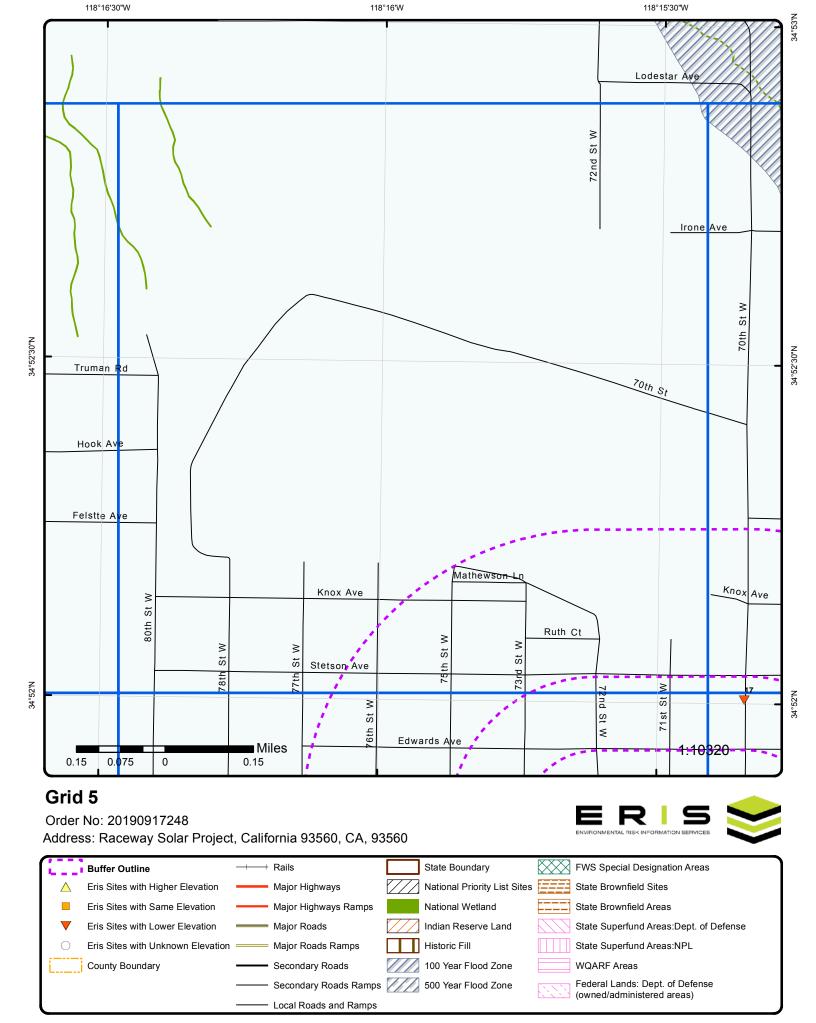
Source: © 2016 ESRI

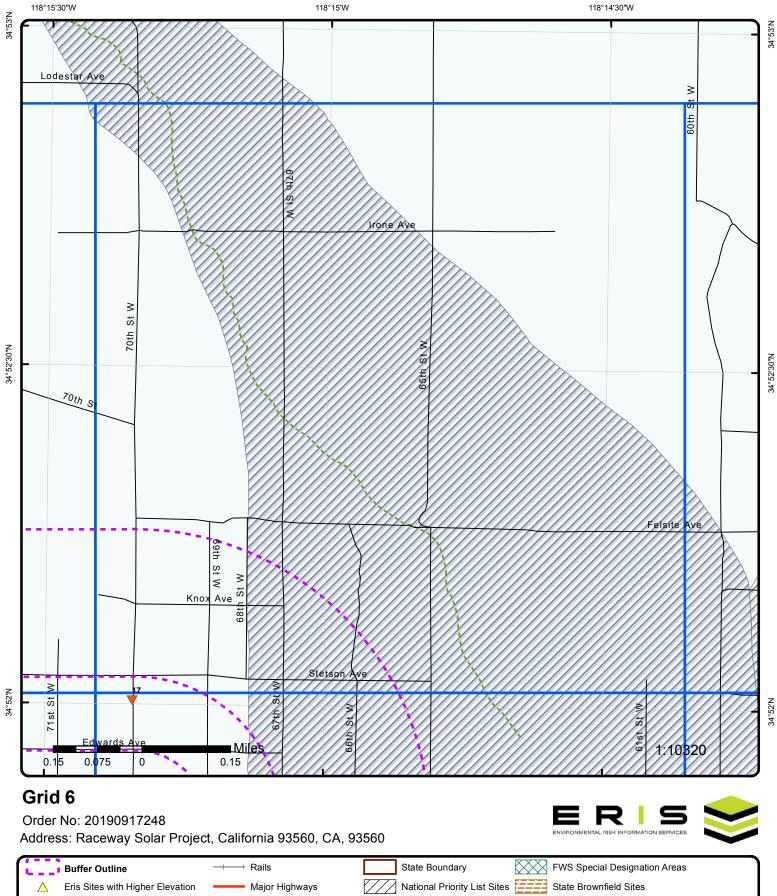




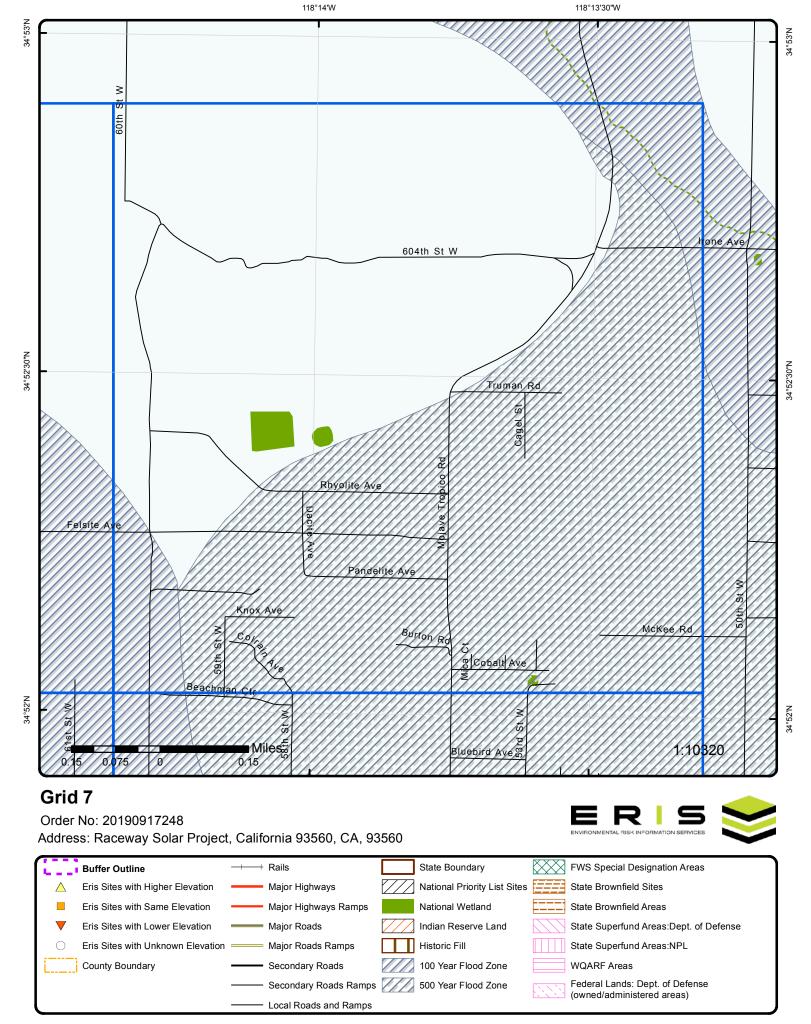


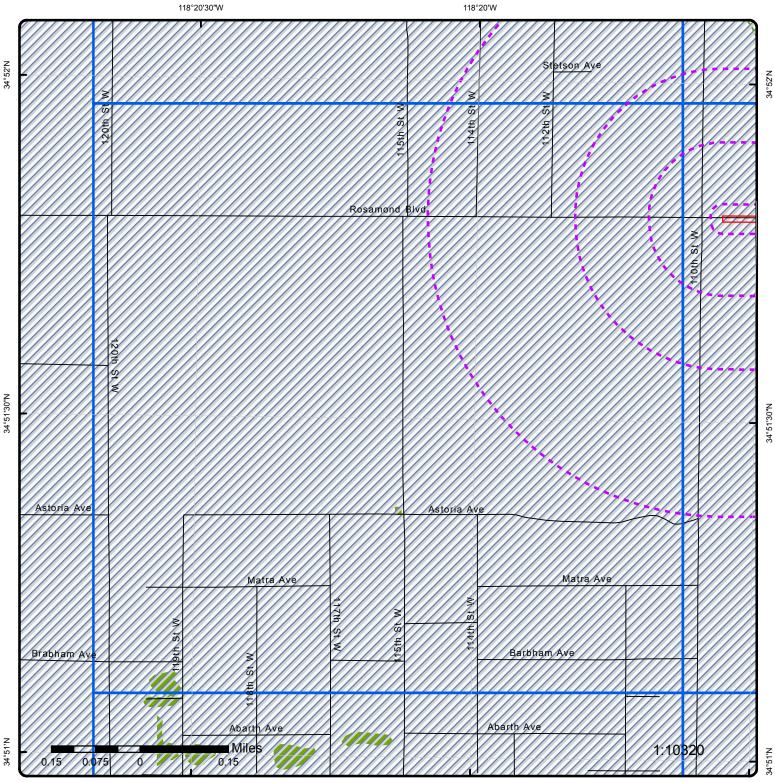






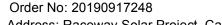






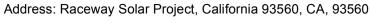
## Grid 8

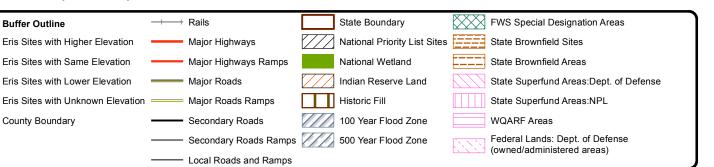
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Buffer Outline

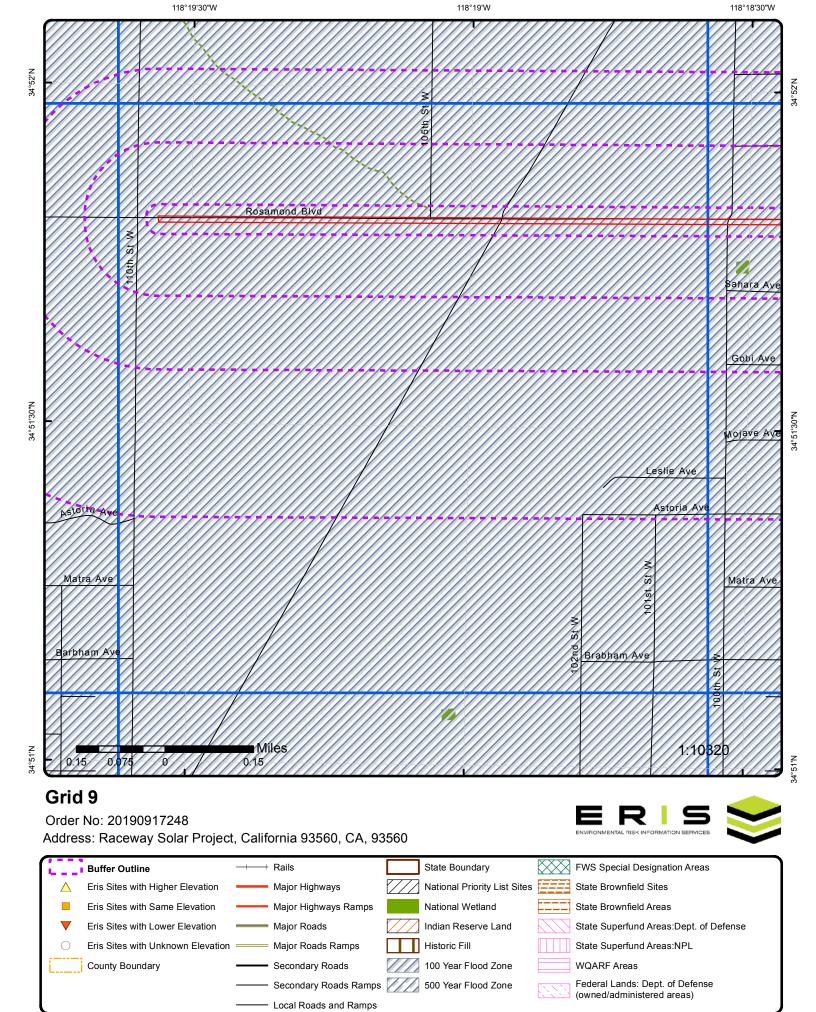
County Boundary



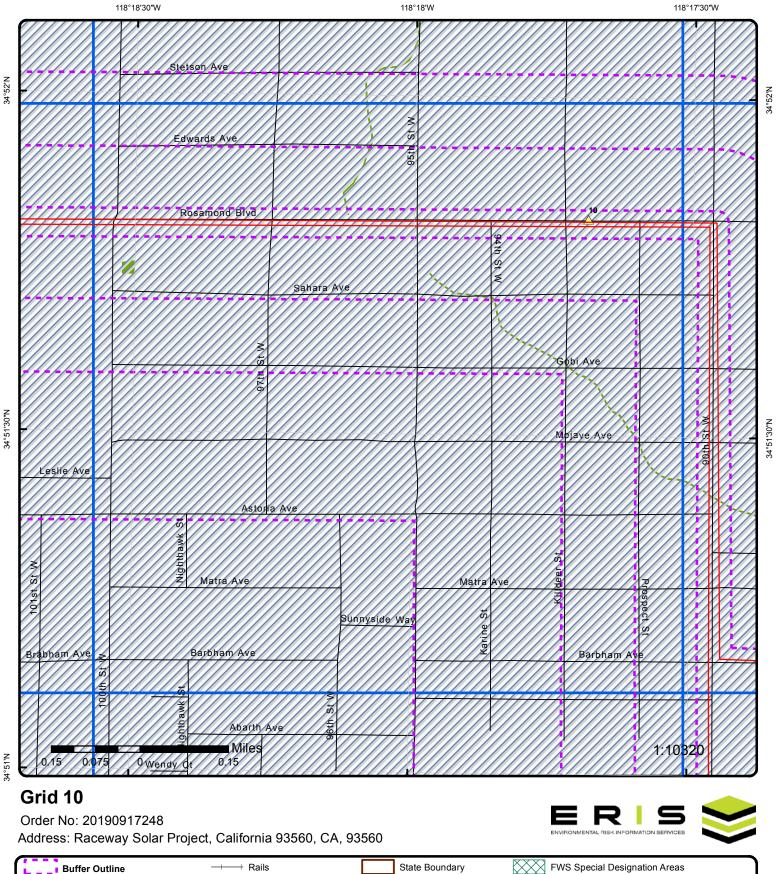


Source: © 2016 ESRI

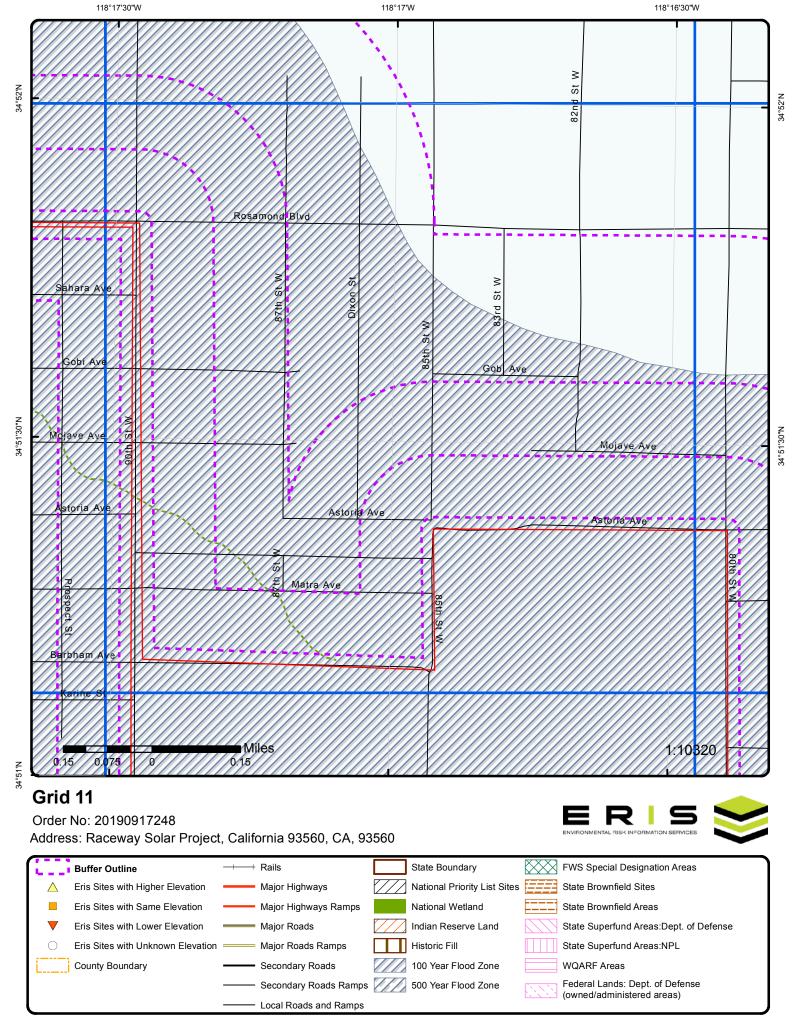
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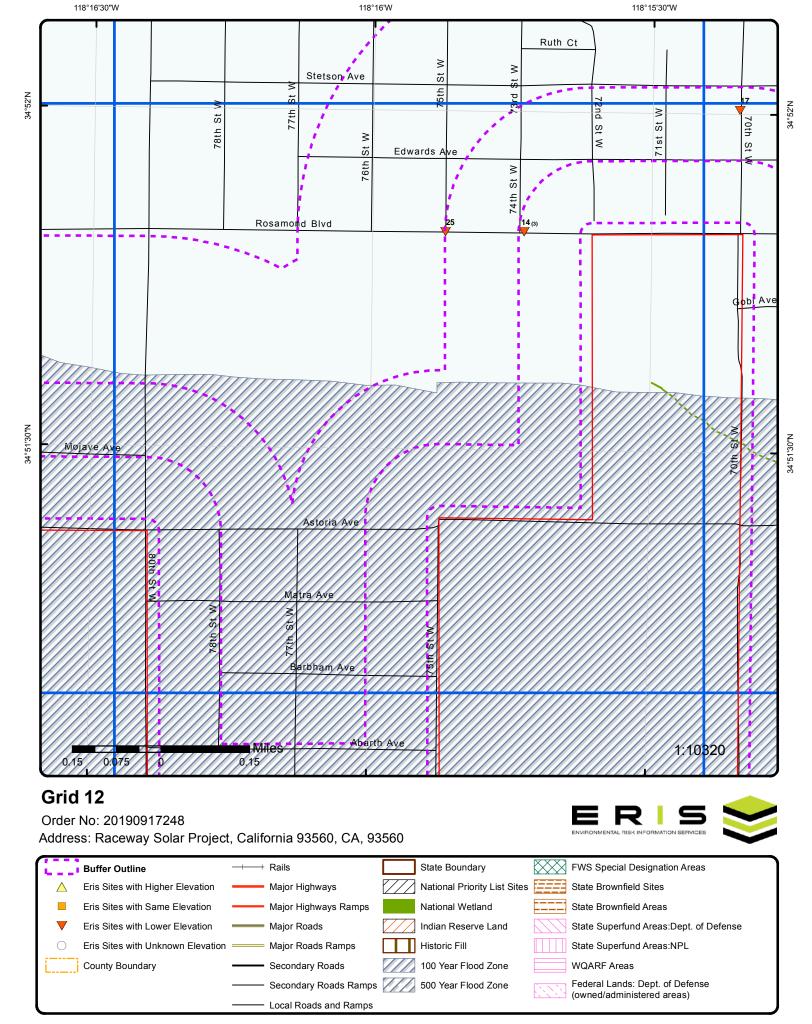






()	Buffer Outline	+	Rails	State Boundary	$\boxtimes$	FWS Special Designation Areas
$\triangle$	Eris Sites with Higher Elevation		Major Highways	National Priority List Sites	日日日	State Brownfield Sites
	Eris Sites with Same Elevation		Major Highways Ramps	National Wetland		State Brownfield Areas
▼	Eris Sites with Lower Elevation		Major Roads	Indian Reserve Land		State Superfund Areas:Dept. of Defense
0	Eris Sites with Unknown Elevation		Major Roads Ramps	Historic Fill		State Superfund Areas:NPL
[	County Boundary		Secondary Roads	100 Year Flood Zone		WQARF Areas
			Secondary Roads Ramps	500 Year Flood Zone		Federal Lands: Dept. of Defense (owned/administered areas)
l			Local Roads and Ramps			· /

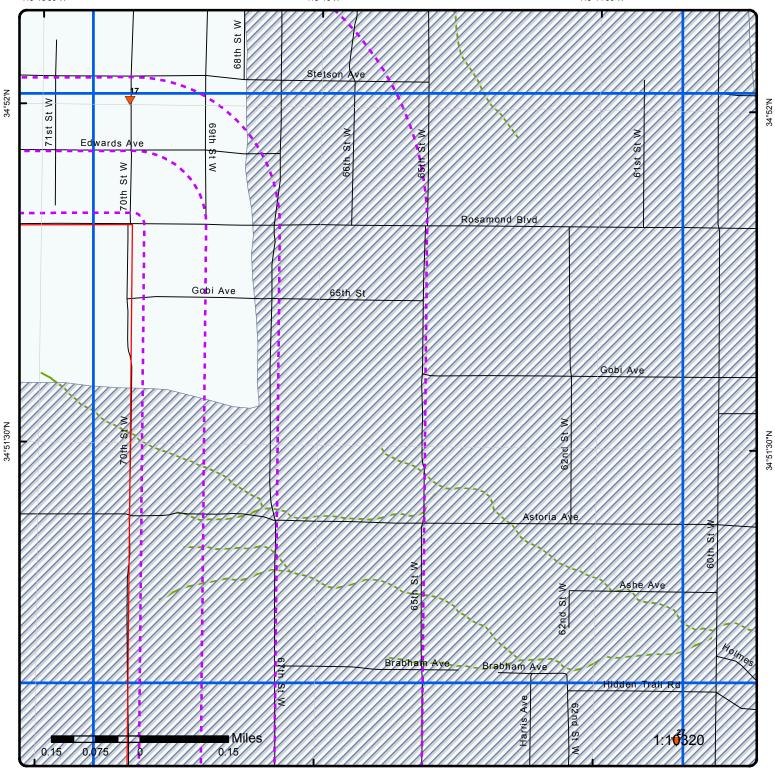




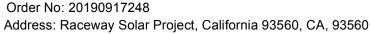




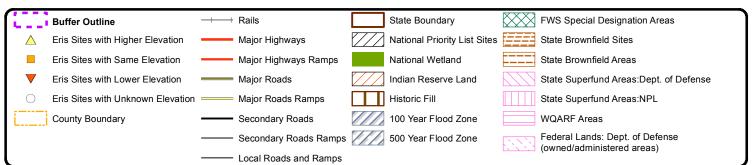


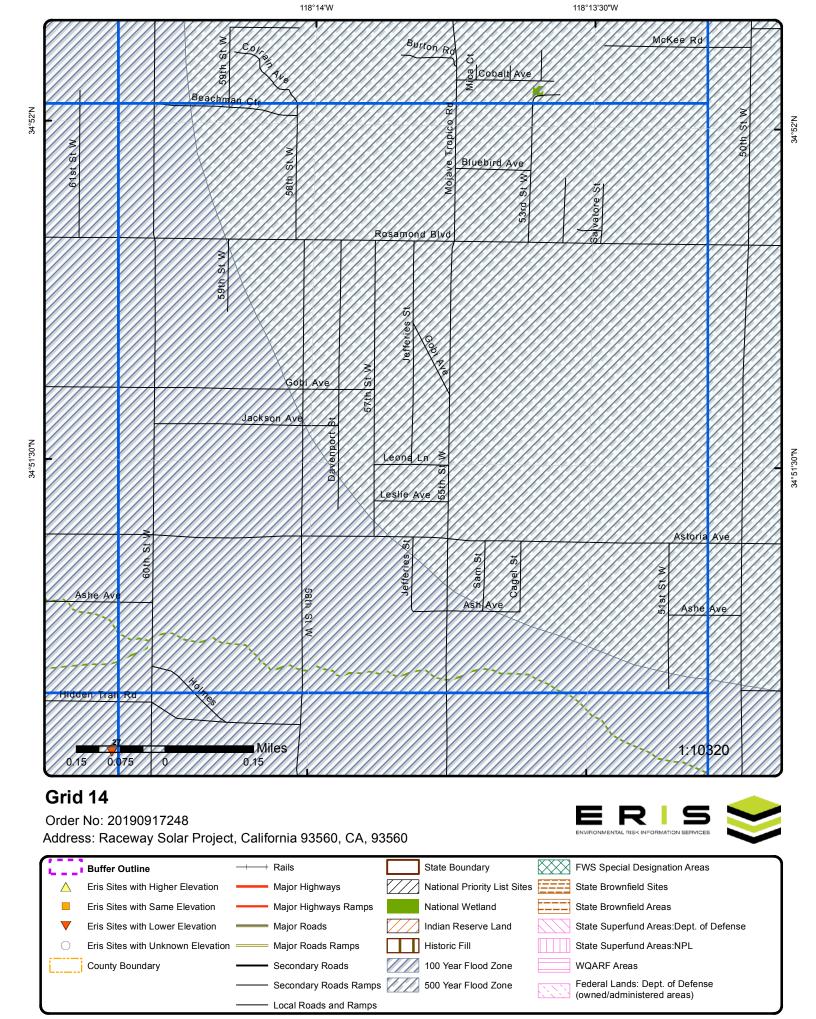


## Grid 13

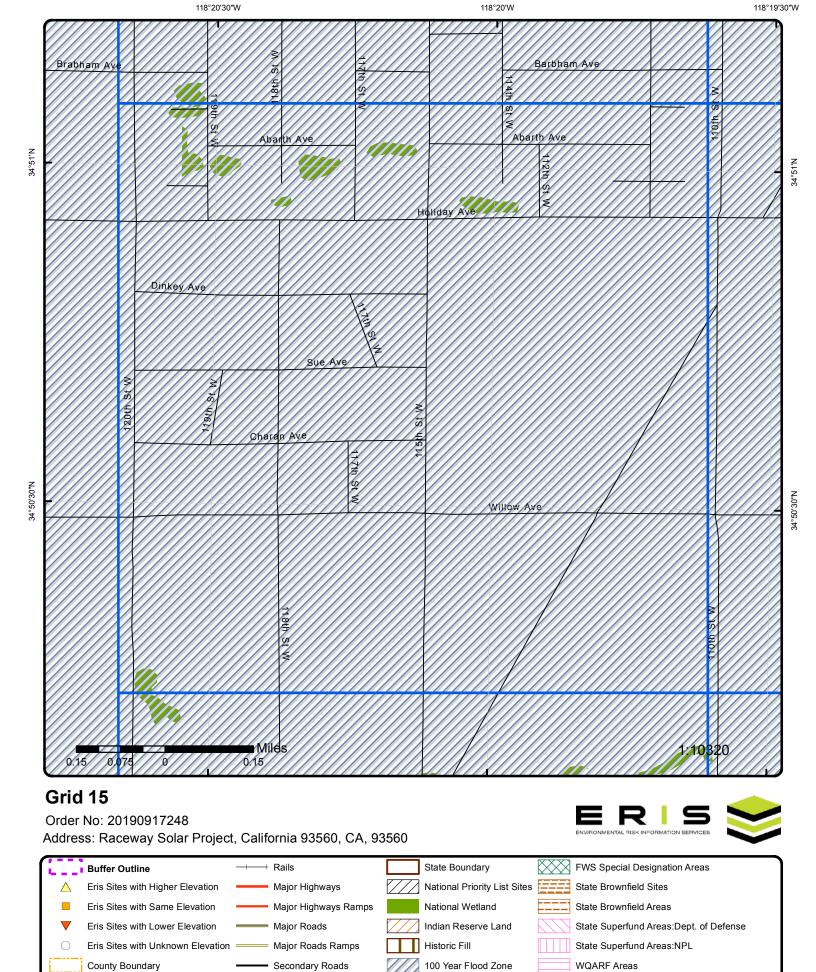








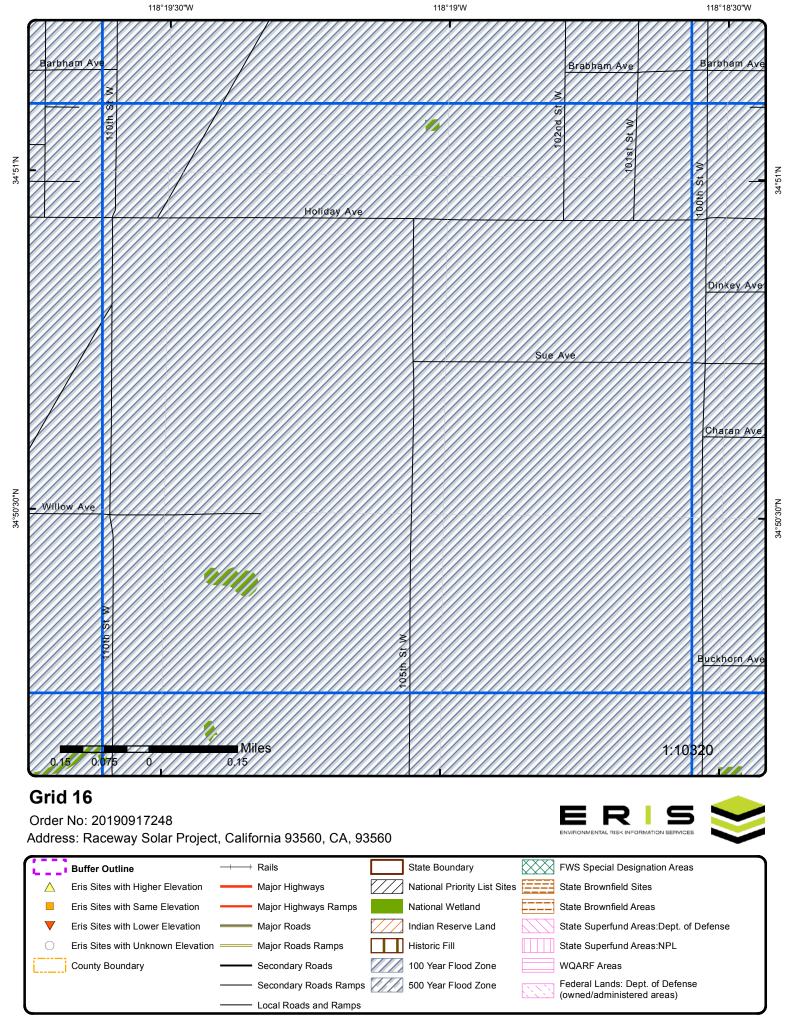
Source: © 2016 ESRI

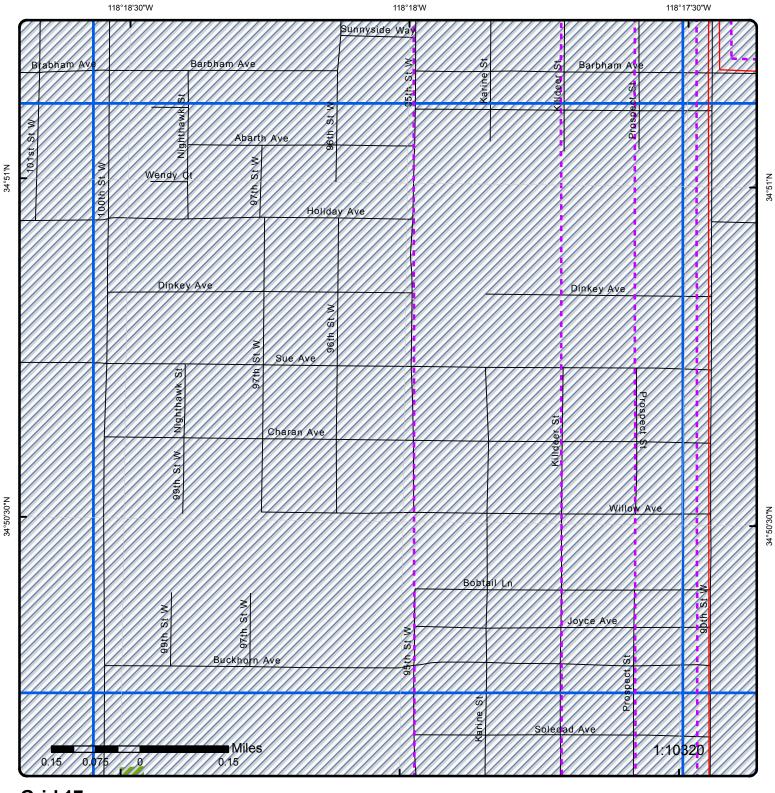


Secondary Roads Ramps 500 Year Flood Zone

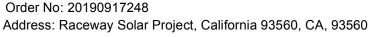
Local Roads and Ramps

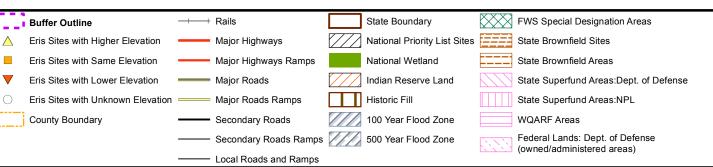
Federal Lands: Dept. of Defense (owned/administered areas)



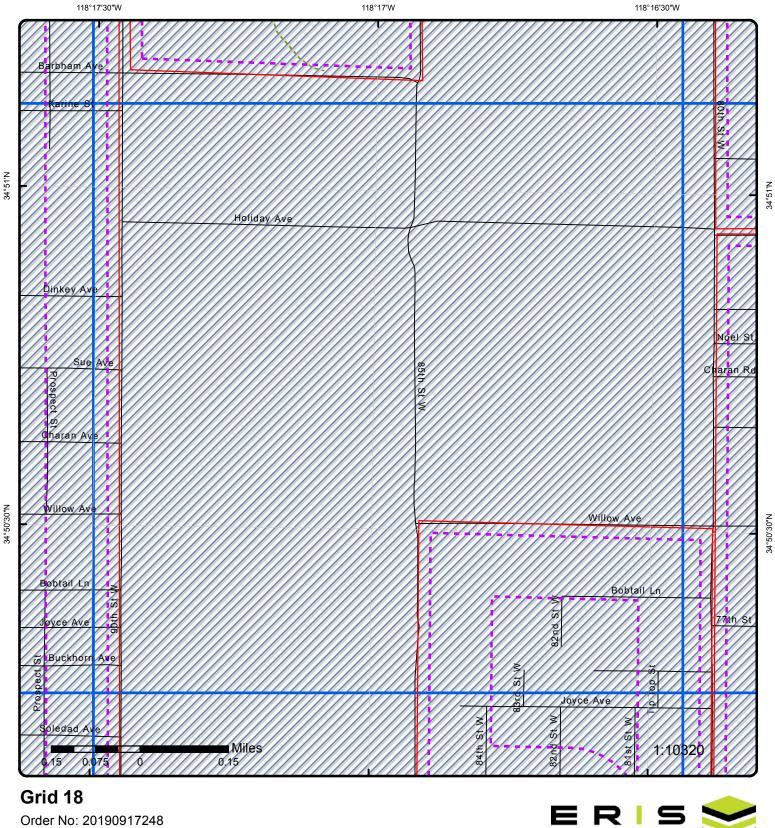


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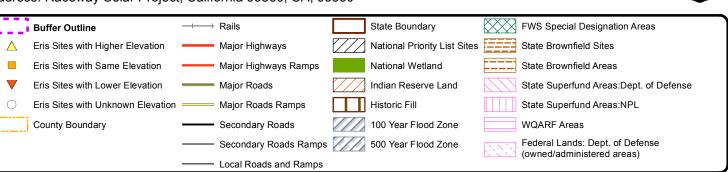




R

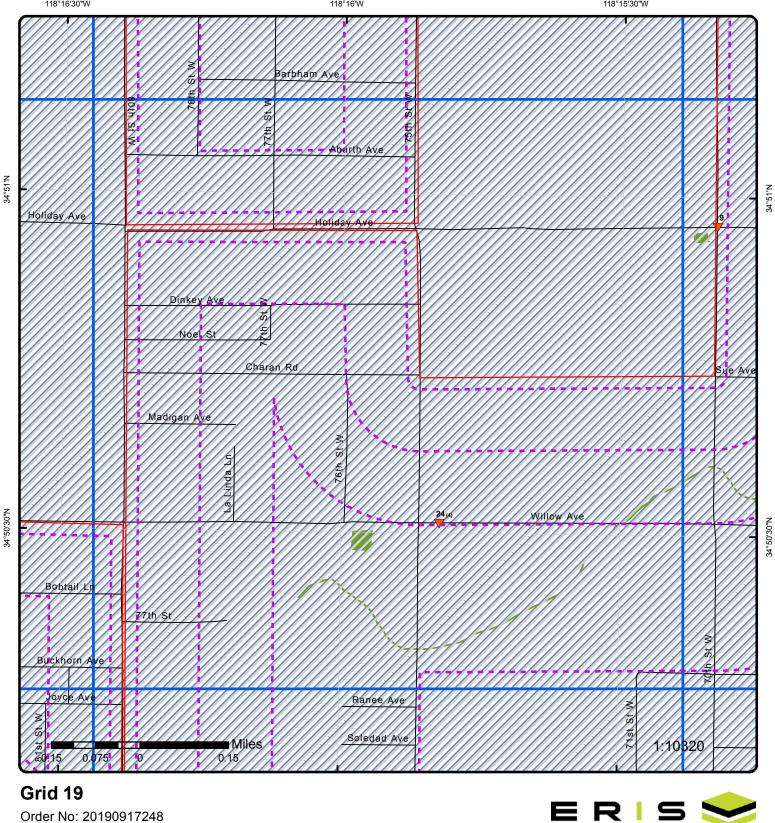


Address: Raceway Solar Project, California 93560, CA, 93560

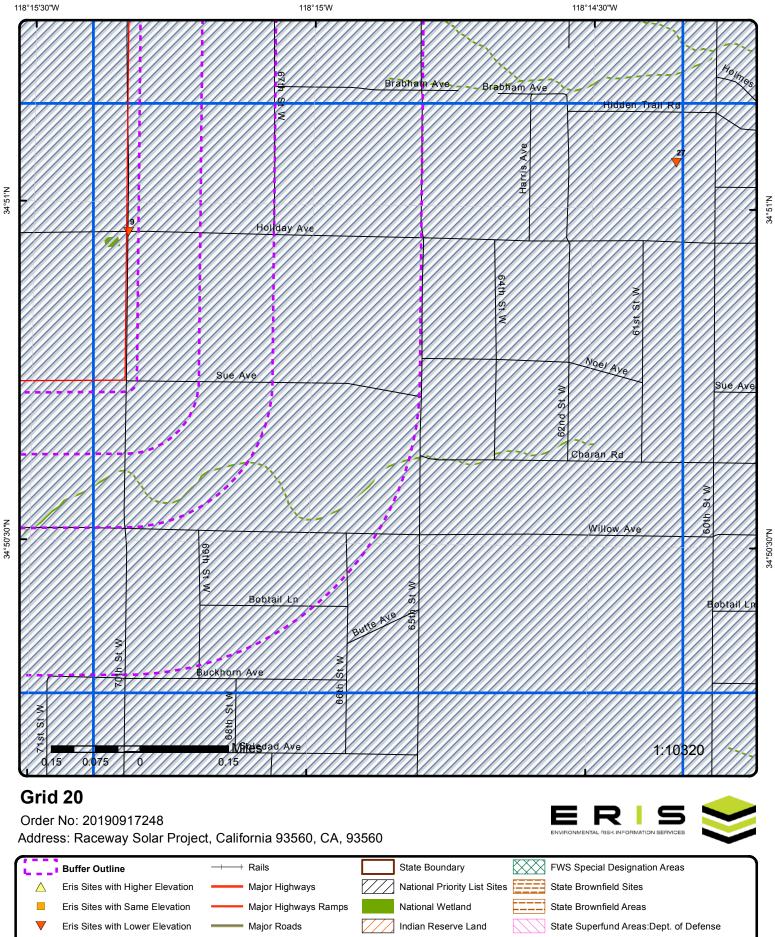




118°16'W







Historic Fill

Secondary Roads Ramps //// 500 Year Flood Zone

100 Year Flood Zone

Eris Sites with Unknown Elevation =

County Boundary

Major Roads Ramps

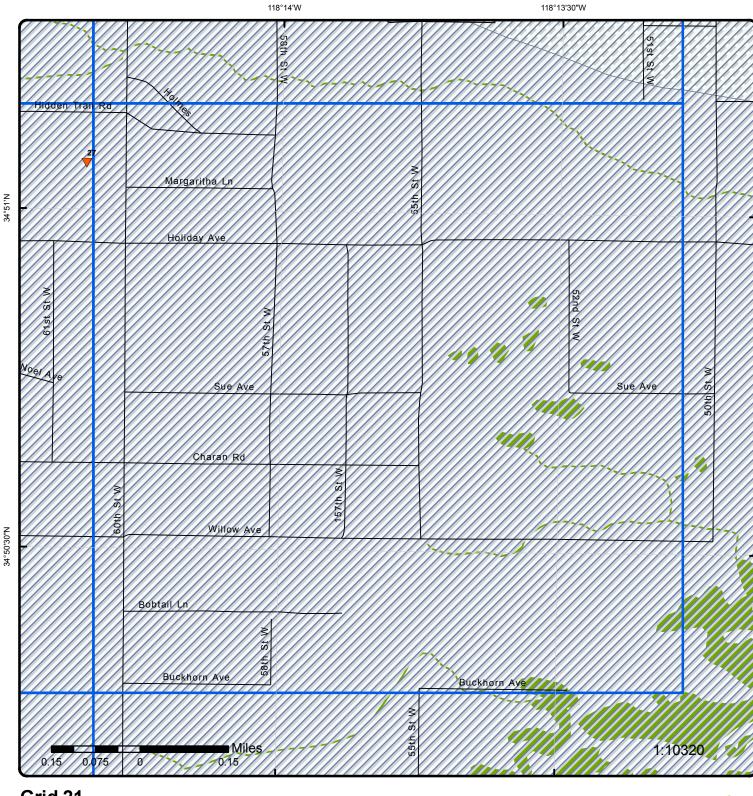
Secondary Roads

Local Roads and Ramps

State Superfund Areas:NPL

Federal Lands: Dept. of Defense (owned/administered areas)

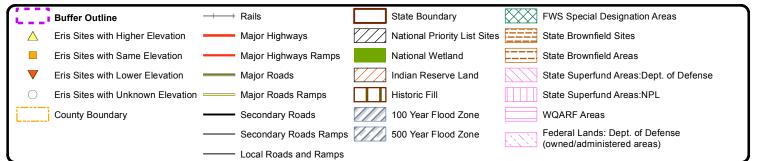
WQARF Areas



# Grid 21

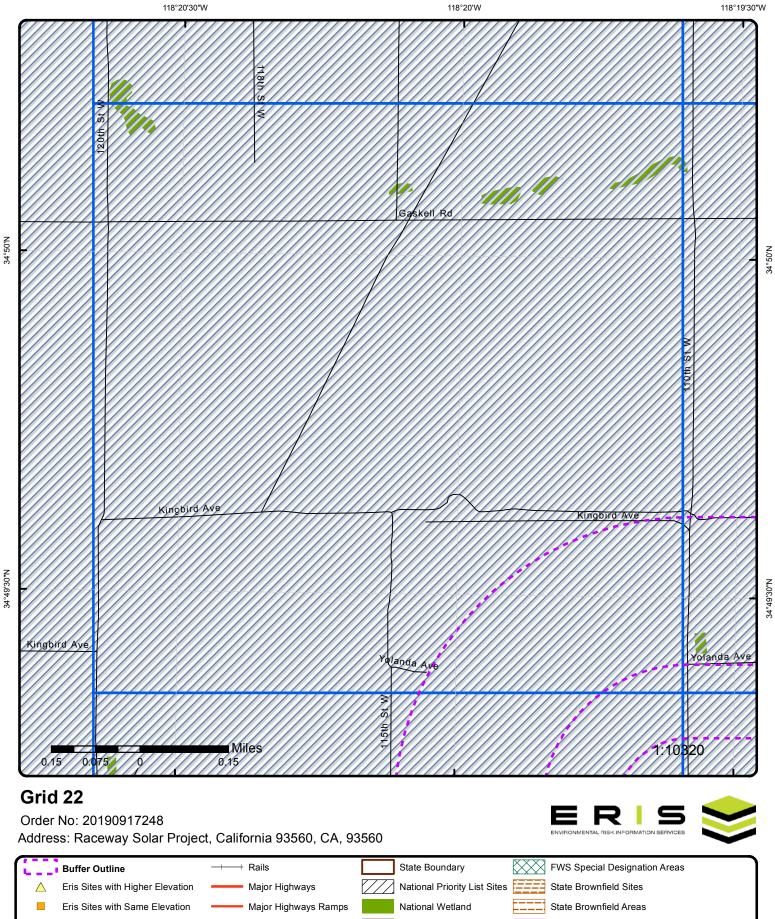






34°51'N

34°50'30"N



Secondary Roads Ramps 500 Year Flood Zone

Local Roads and Ramps

 Eris Sites with Lower Elevation
 Major Roads
 Indian Reserve Land

 Eris Sites with Unknown Elevation
 Major Roads Ramps
 Historic Fill

 County Boundary
 Secondary Roads
 100 Year Flood Zone

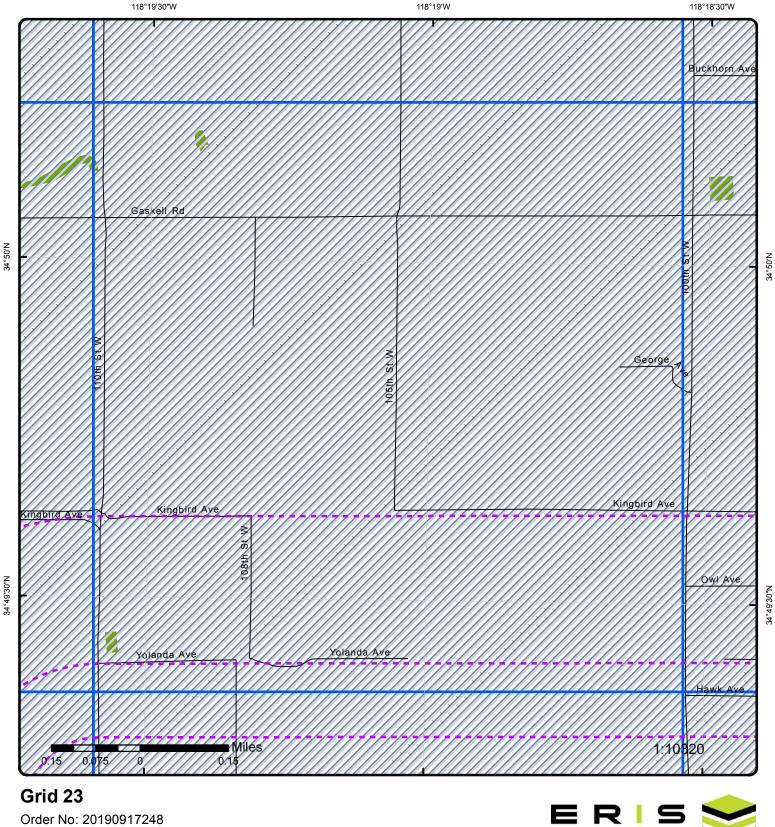
Source: © 2016 ESRI

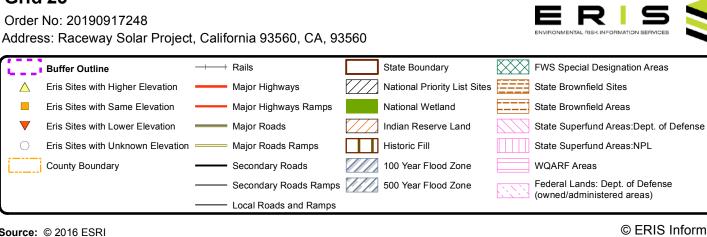
State Superfund Areas:Dept. of Defense

State Superfund Areas:NPL

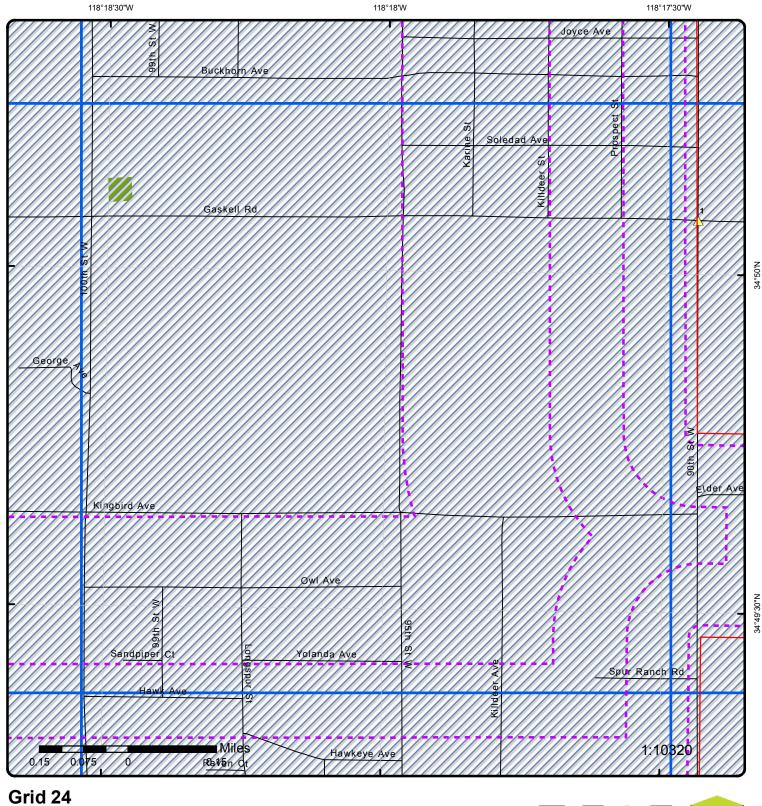
Federal Lands: Dept. of Defense (owned/administered areas)

WQARF Areas





 $\triangle$ 



34°50'N

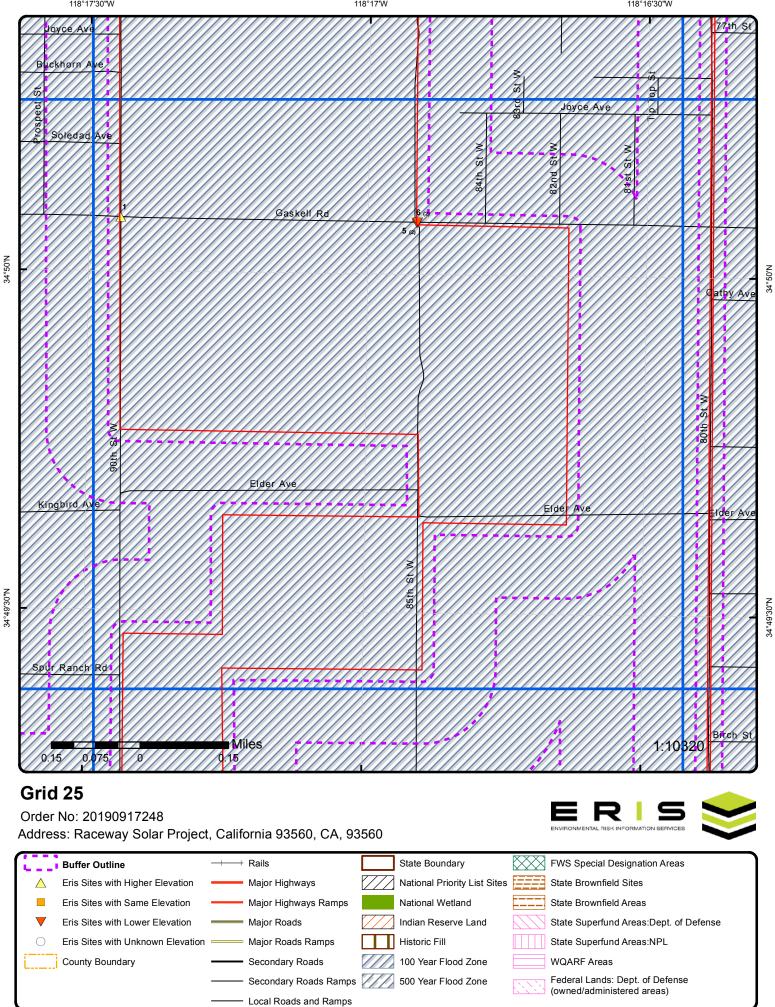
34°49'30"N

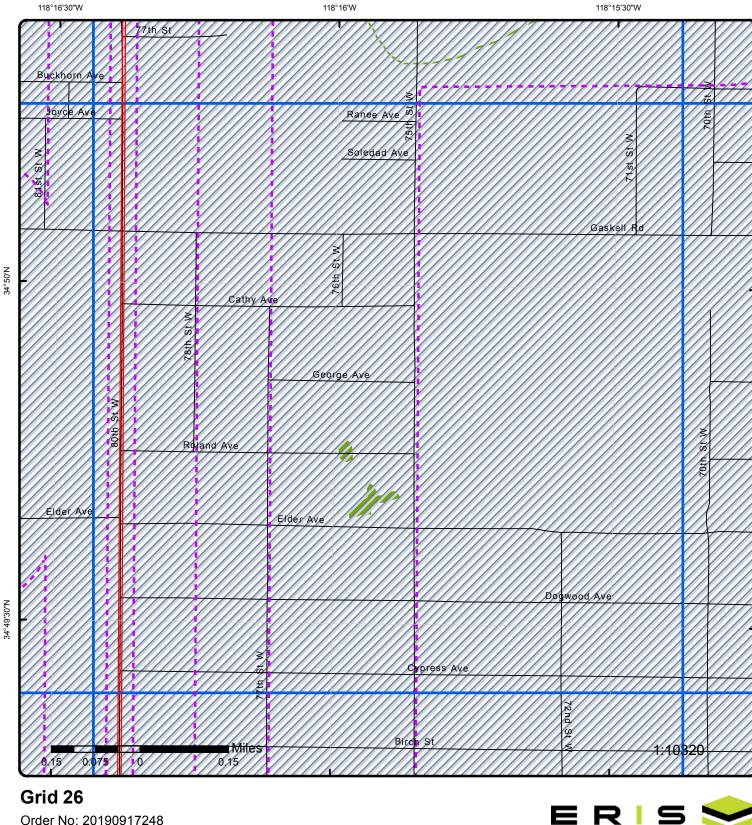




118°17'W

118°16'30"W





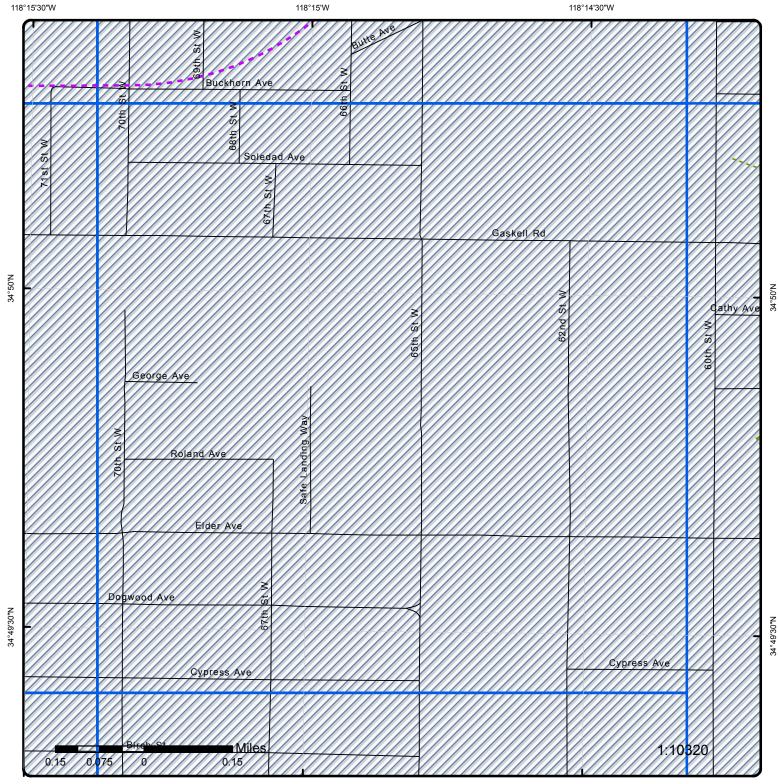
### Order No: 20190917248

Address: Raceway Solar Project, California 93560, CA, 93560



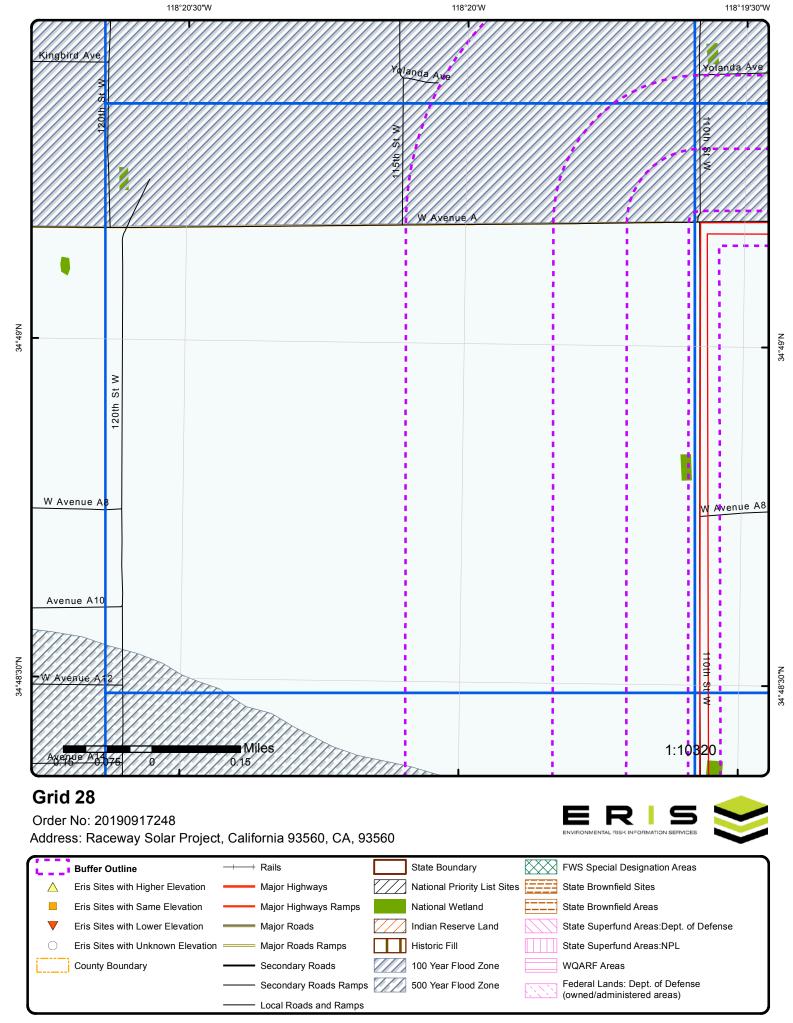
34°50'N

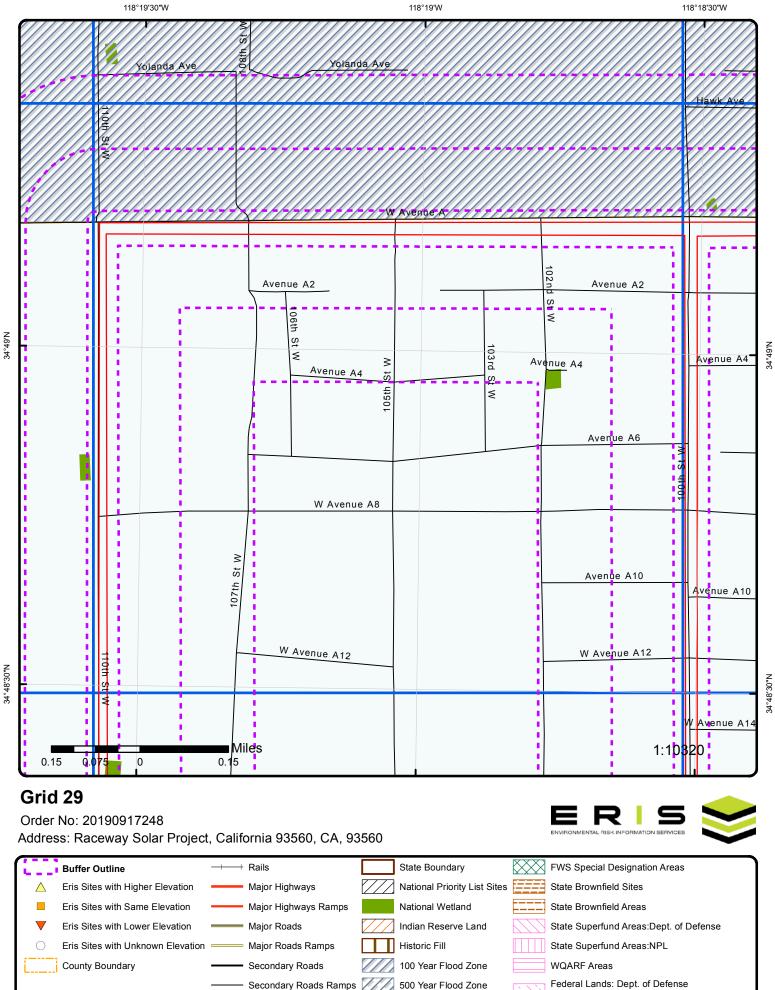
34°49'30"N



# Grid 27





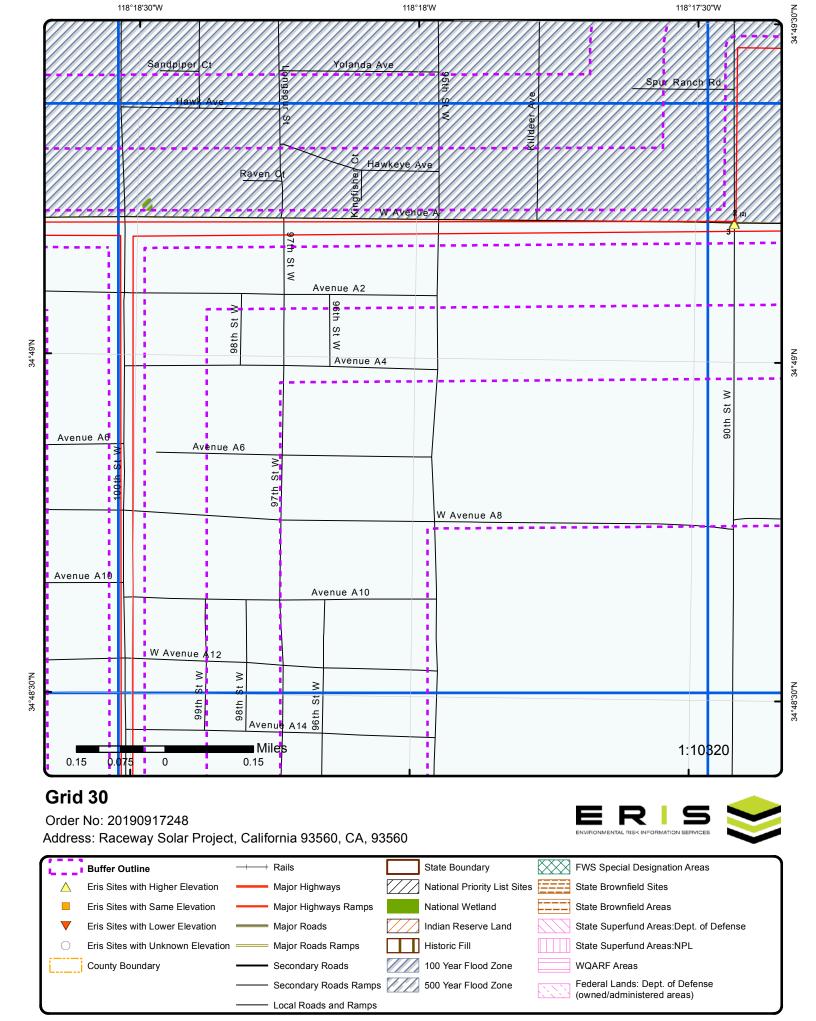


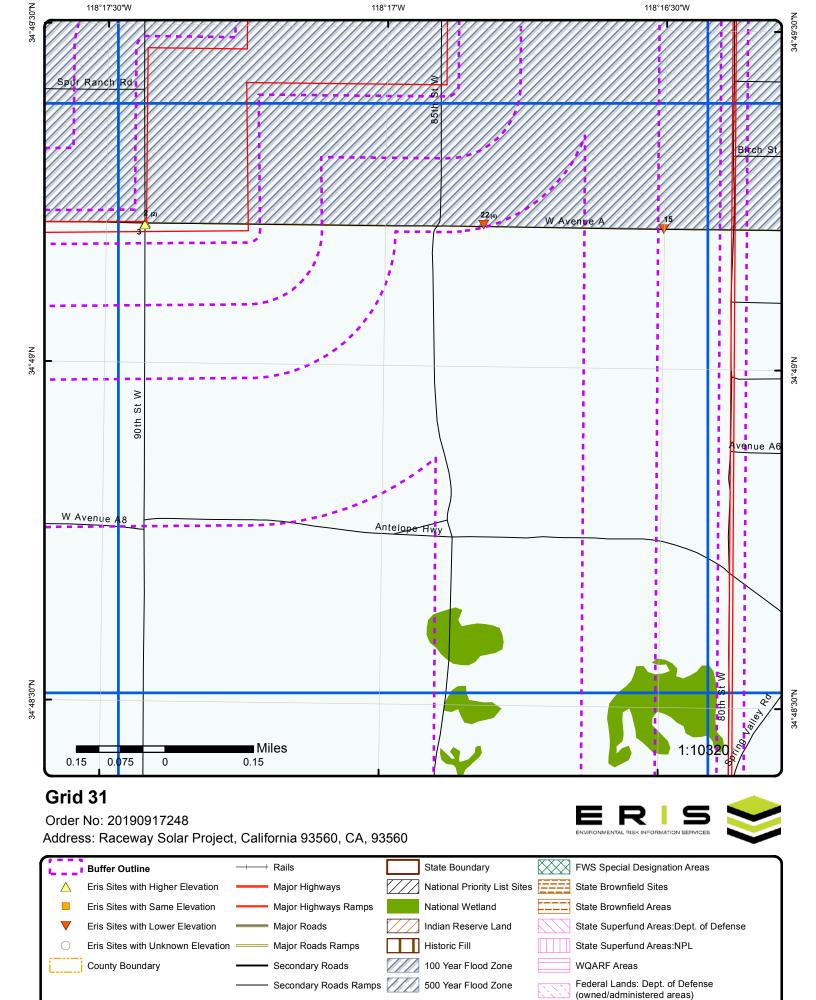
Local Roads and Ramps

Source: © 2016 ESRI

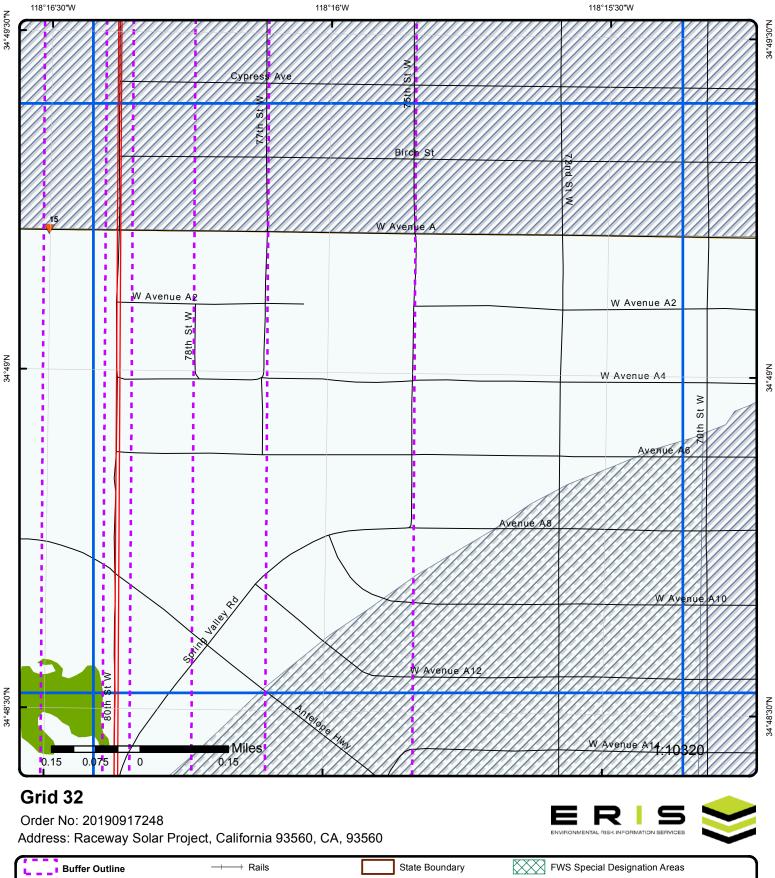
(owned/administered areas)

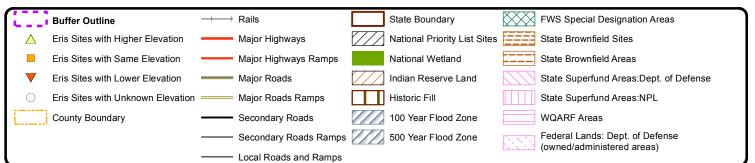
© ERIS Information Inc.

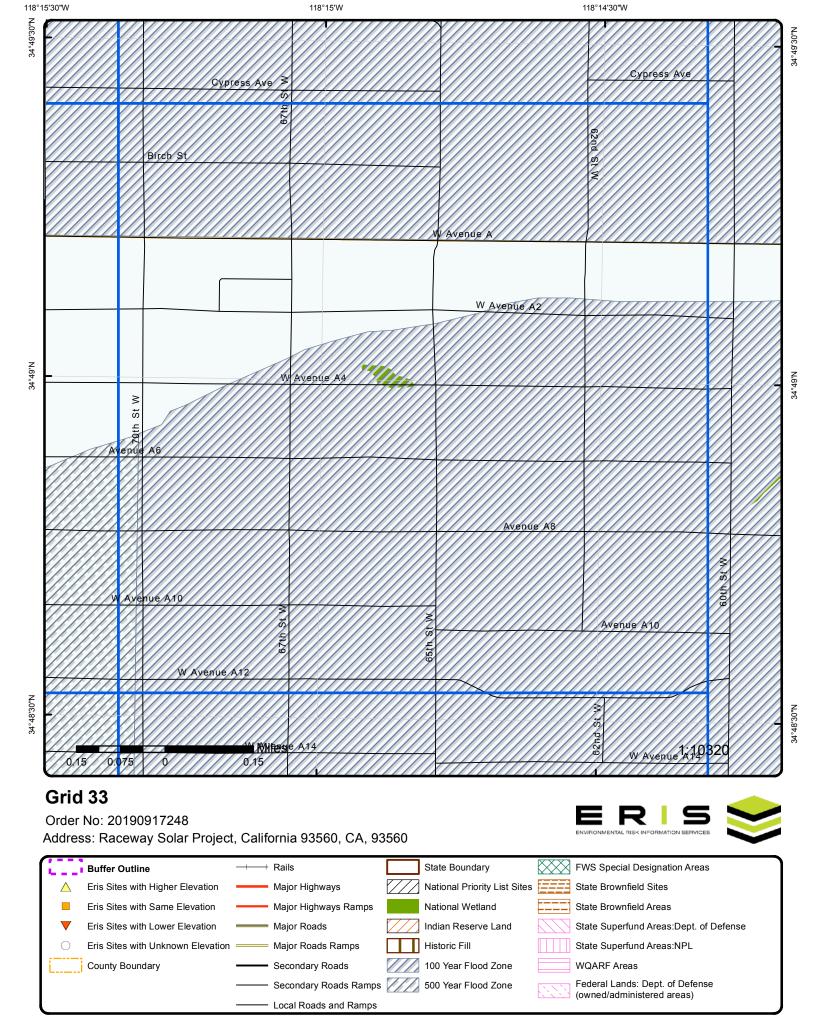


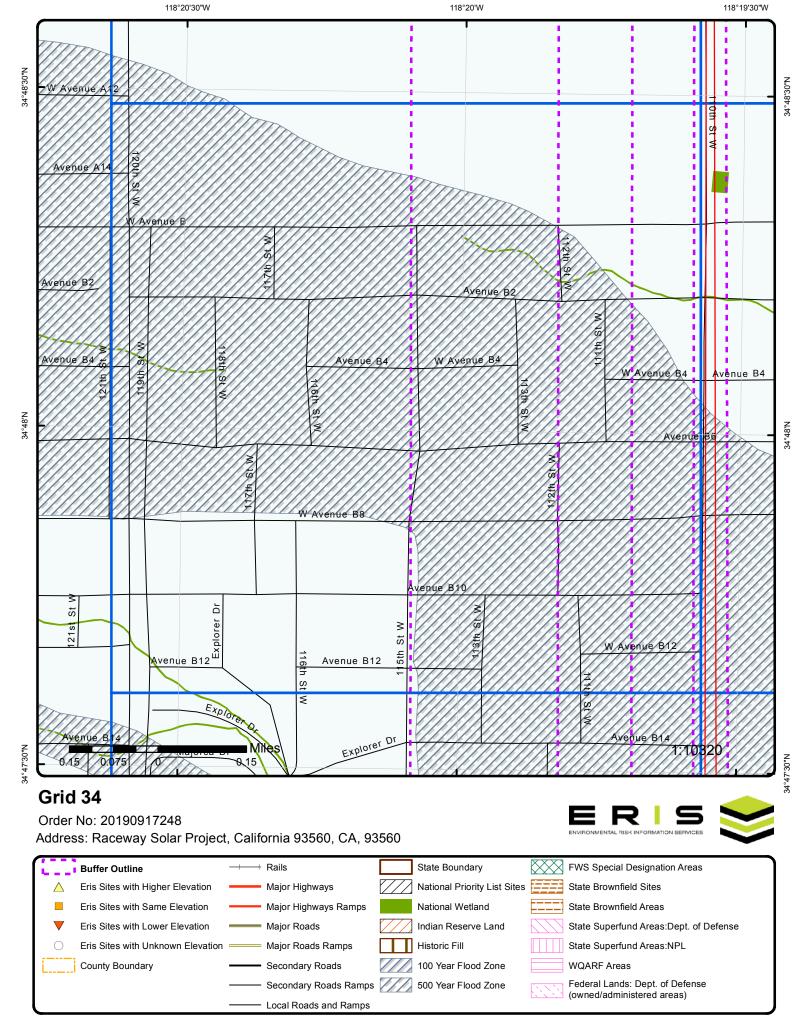


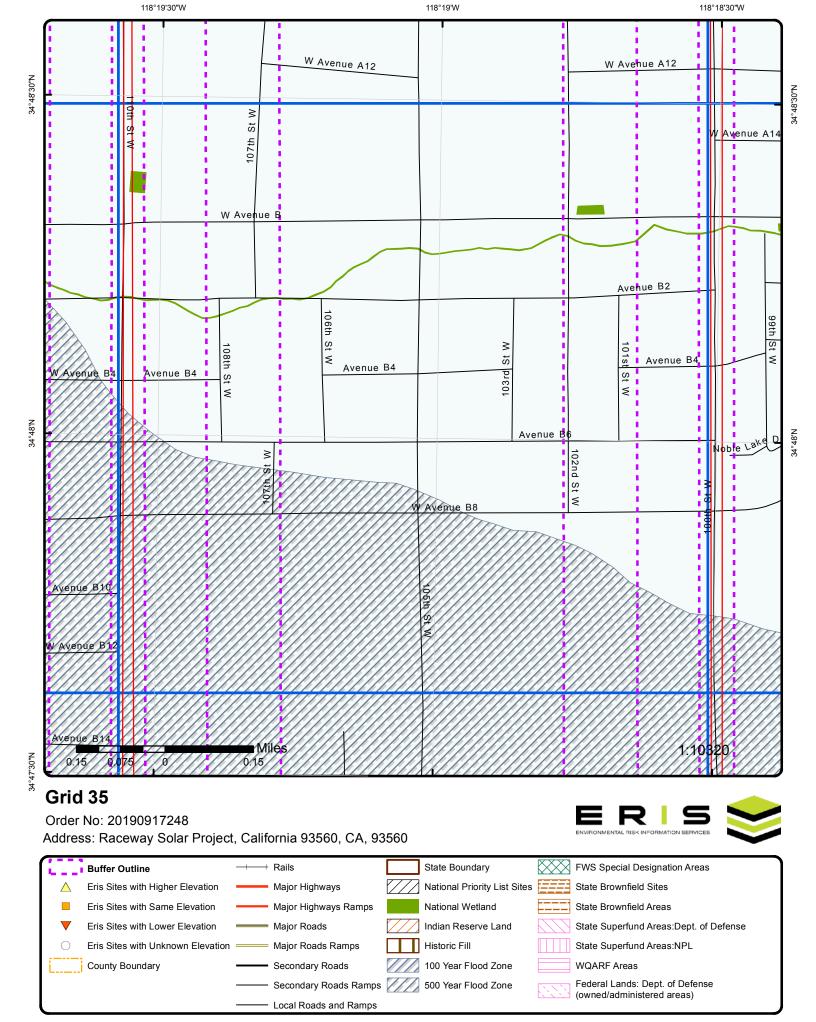
Local Roads and Ramps

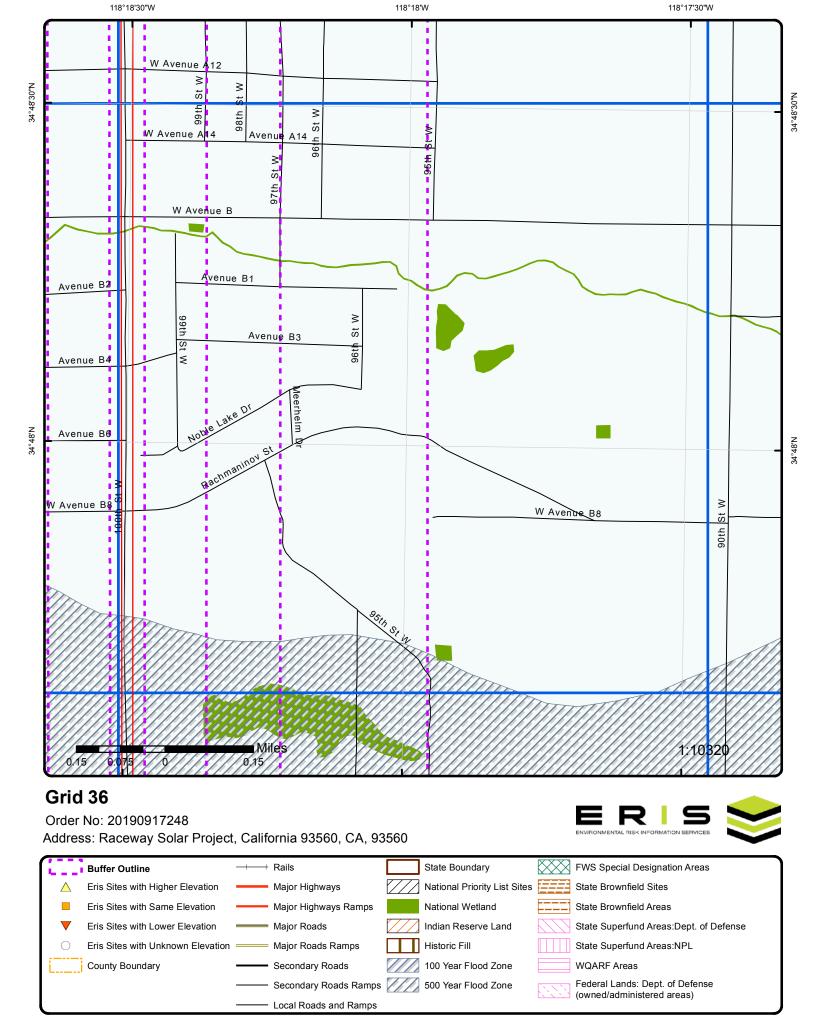


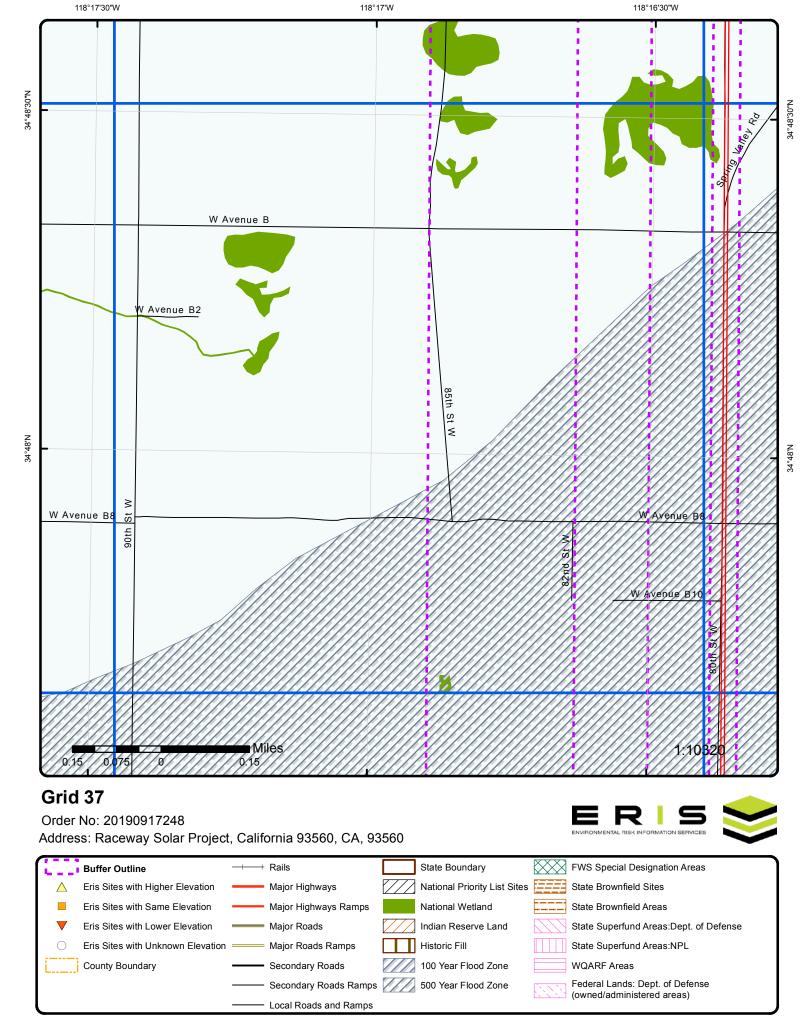




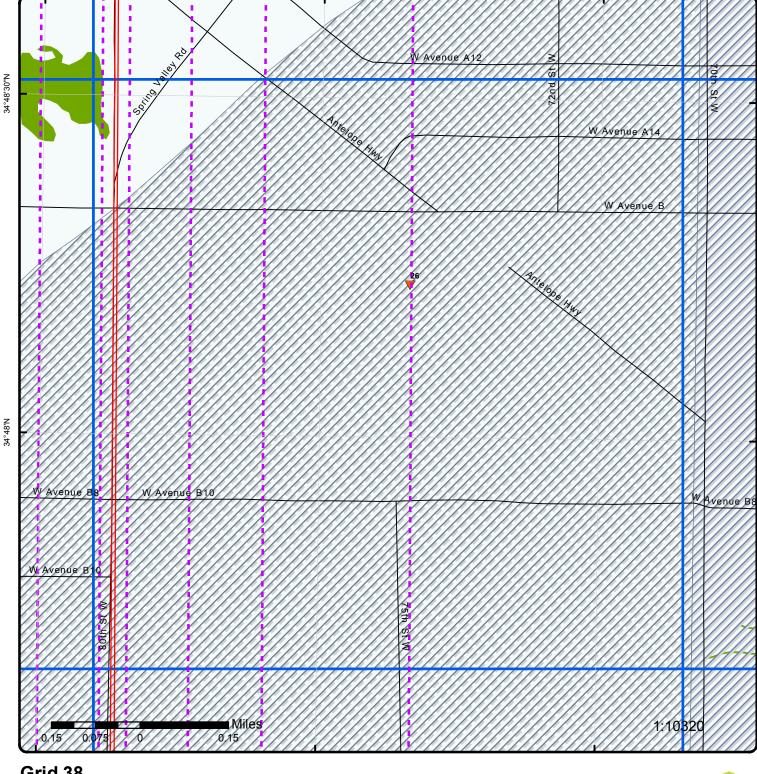












118°16'W

## Grid 38

 $\triangle$ 

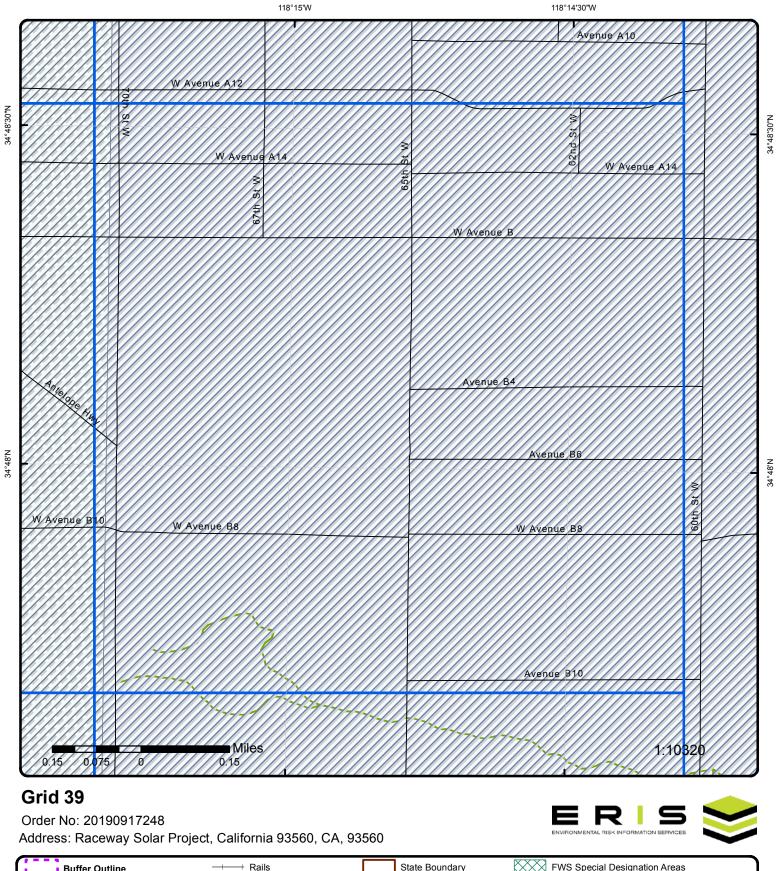


34°48'30"N

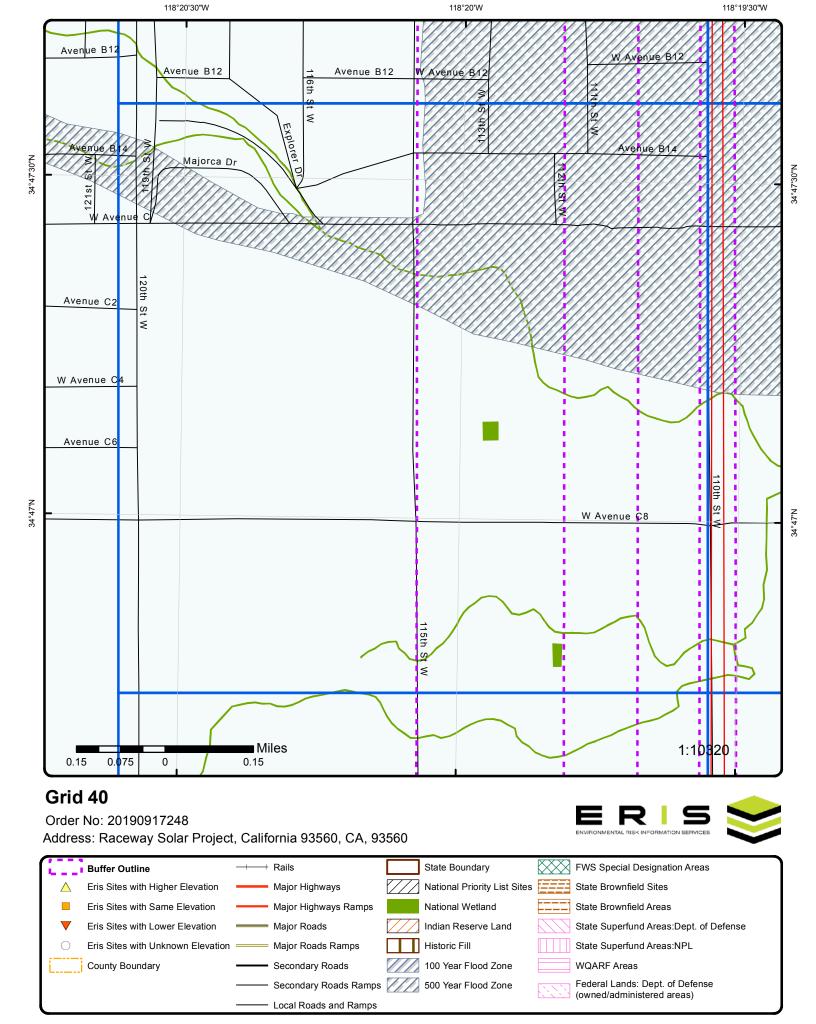
118°15'30"W

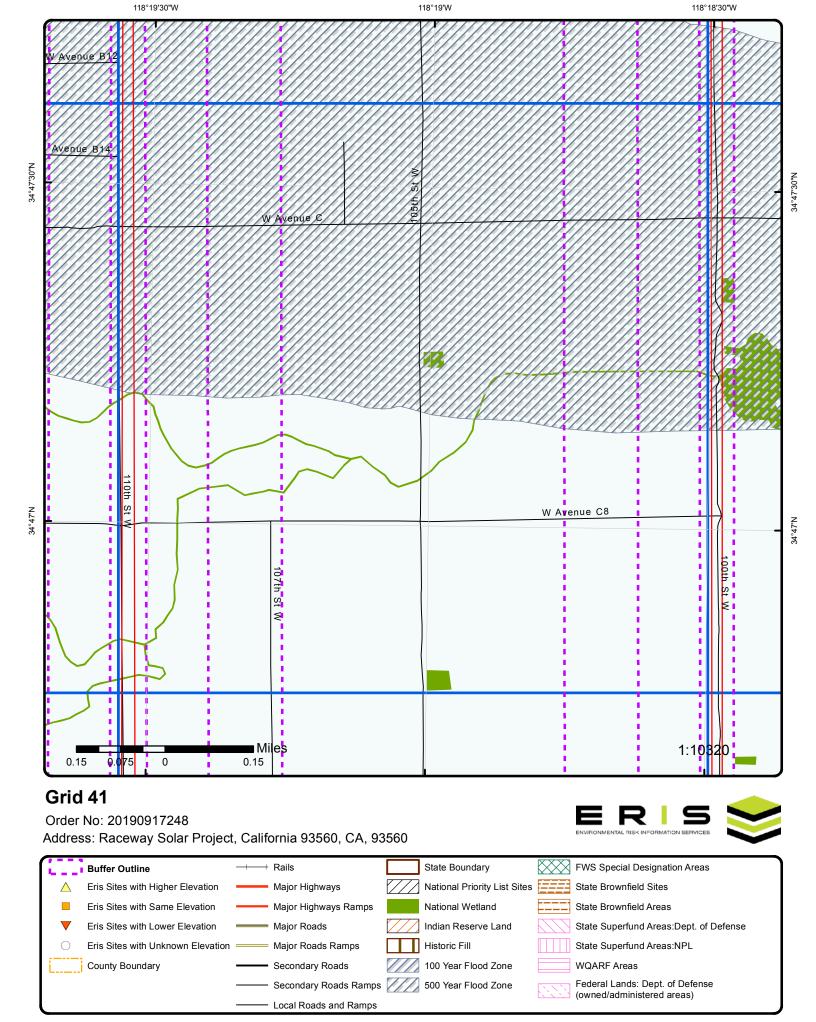
© ERIS Information Inc.

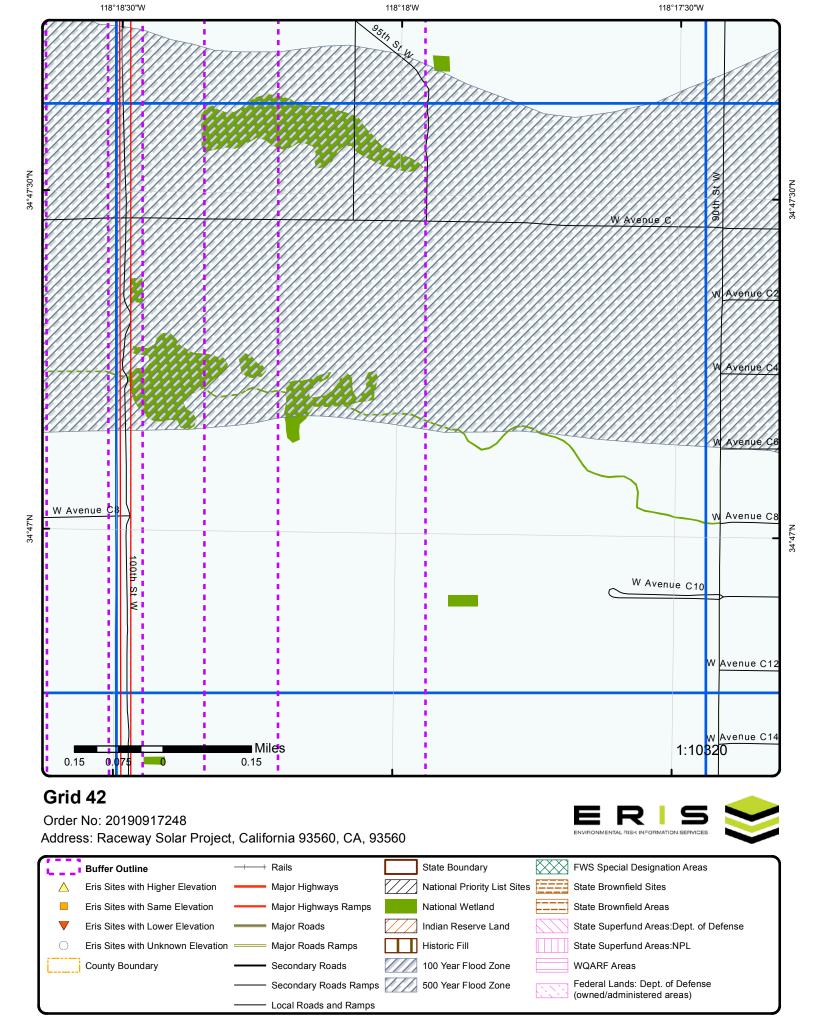
Source: © 2016 ESRI

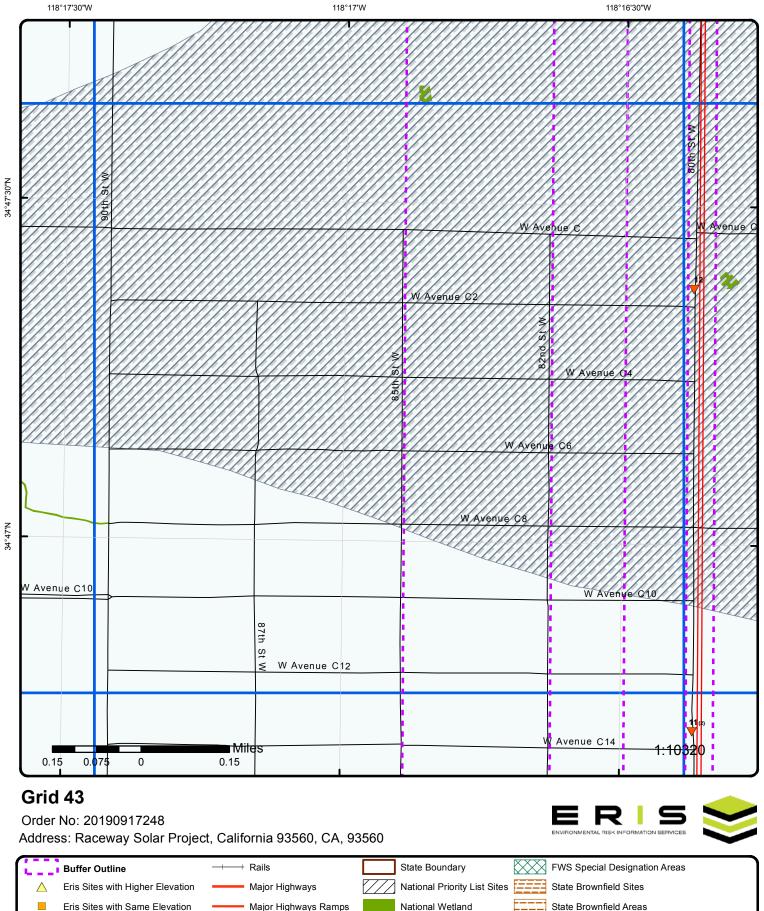


$\left( \ldots \right)$	Buffer Outline	+	Rails	State Boundary	$\bigotimes$	FWS Special Designation Areas
$\land$	Eris Sites with Higher Elevation		Major Highways	National Priority List Sites		State Brownfield Sites
	Eris Sites with Same Elevation		Major Highways Ramps	National Wetland		State Brownfield Areas
<b>—</b>	Eris Sites with Lower Elevation		Major Roads	Indian Reserve Land		State Superfund Areas:Dept. of Defense
$\bigcirc$	Eris Sites with Unknown Elevation		Major Roads Ramps	Historic Fill		State Superfund Areas:NPL
	County Boundary		Secondary Roads	100 Year Flood Zone		WQARF Areas
			Secondary Roads Ramps	500 Year Flood Zone		Federal Lands: Dept. of Defense (owned/administered areas)
l			Local Roads and Ramps			











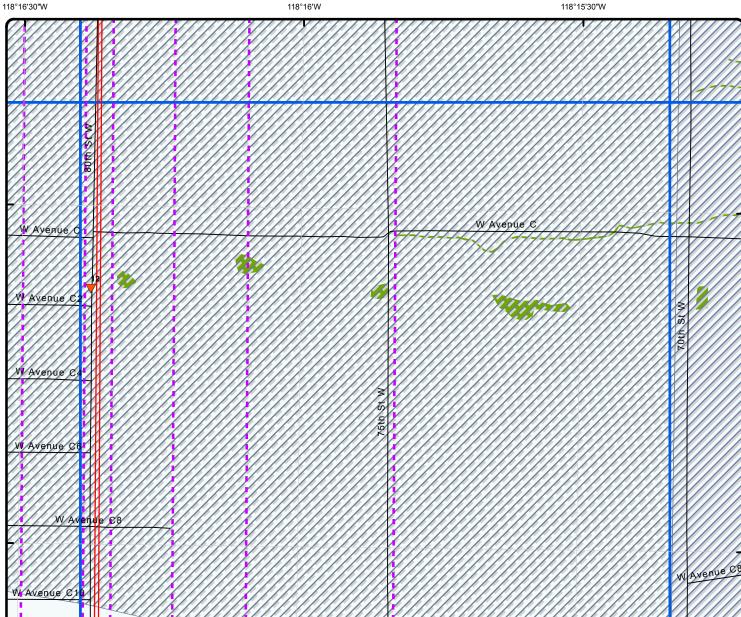
34°47'30"N

34°47'N



34°47'30"N

34°47'N



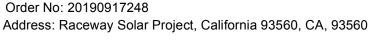
# Grid 44

0.15

0.0

W Av<u>enu</u>

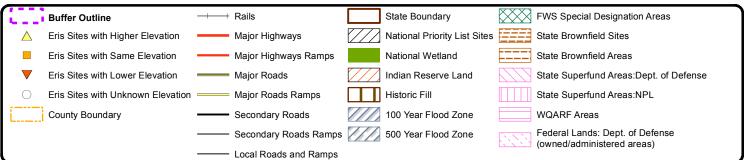
W Avenue C1



0

Miles

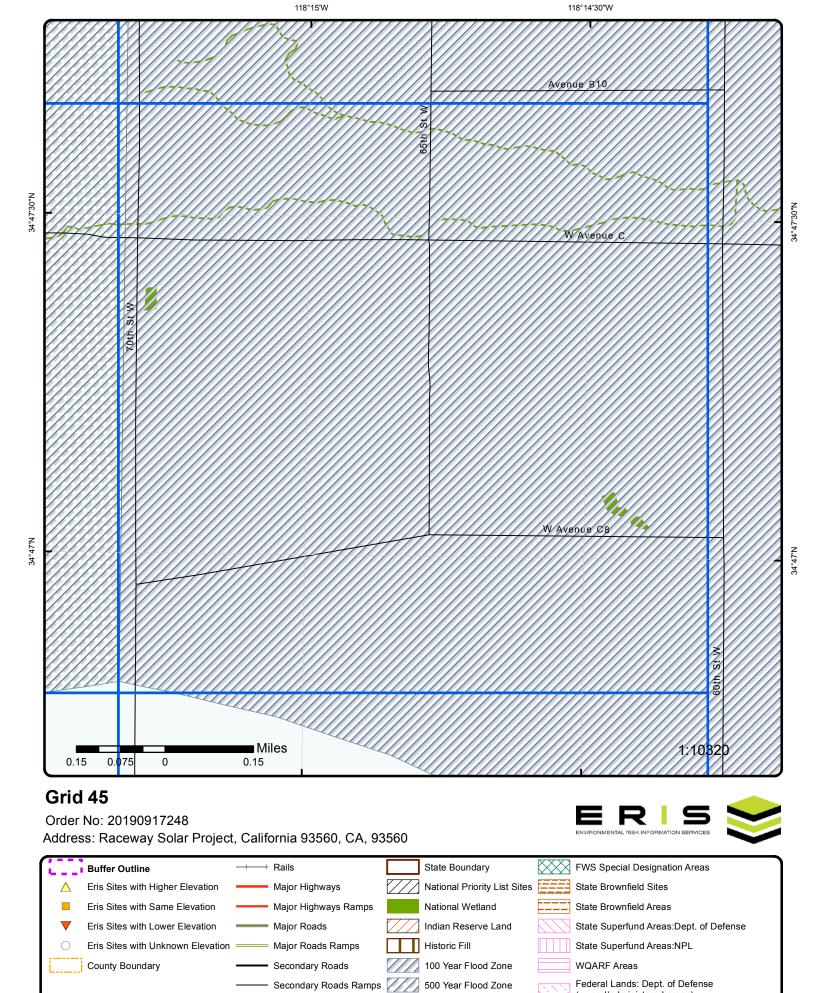
0.15



1:10320

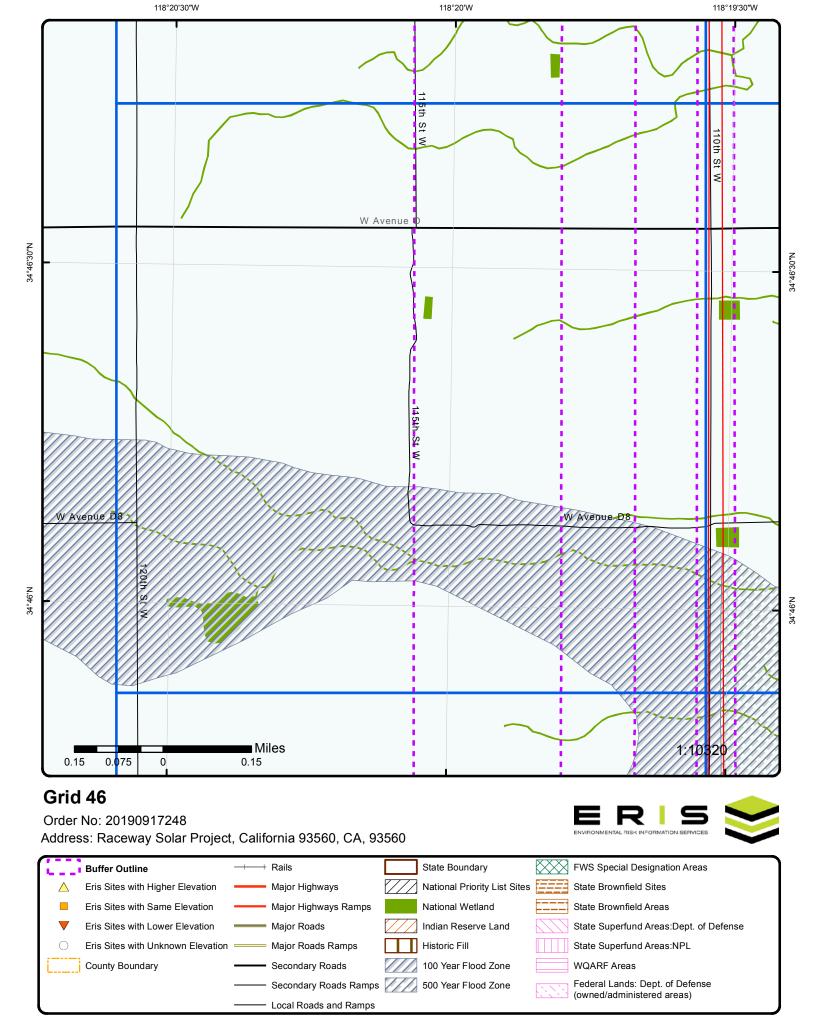
34°47'30"N

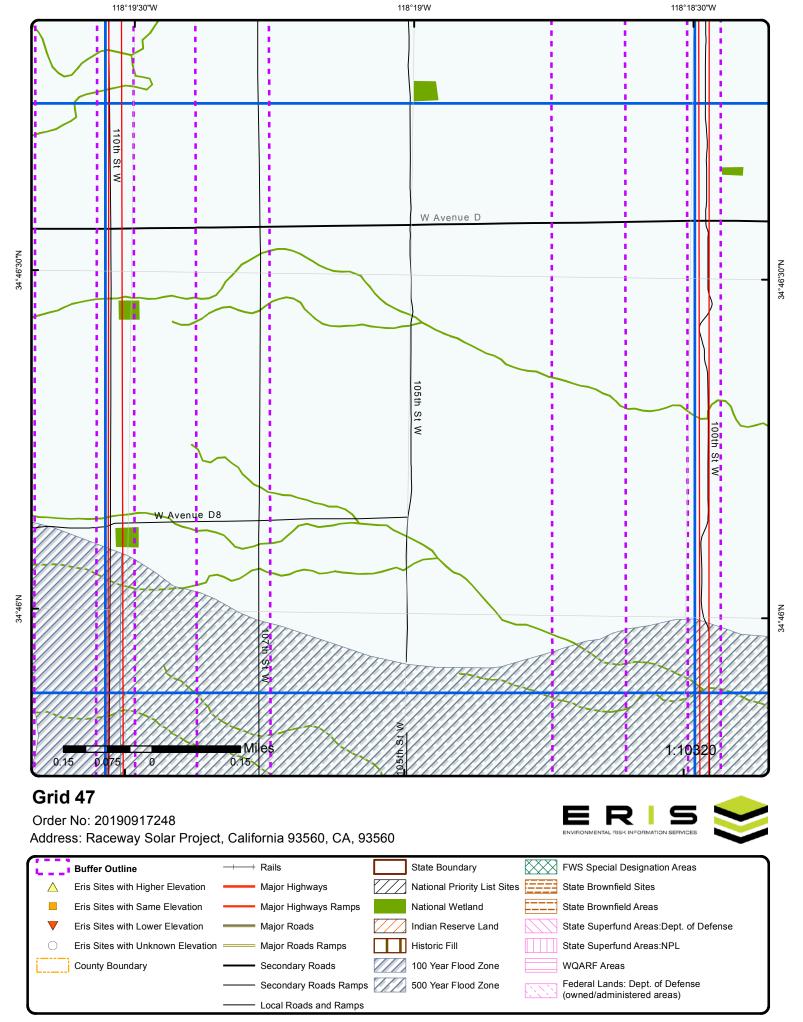
34°47'N

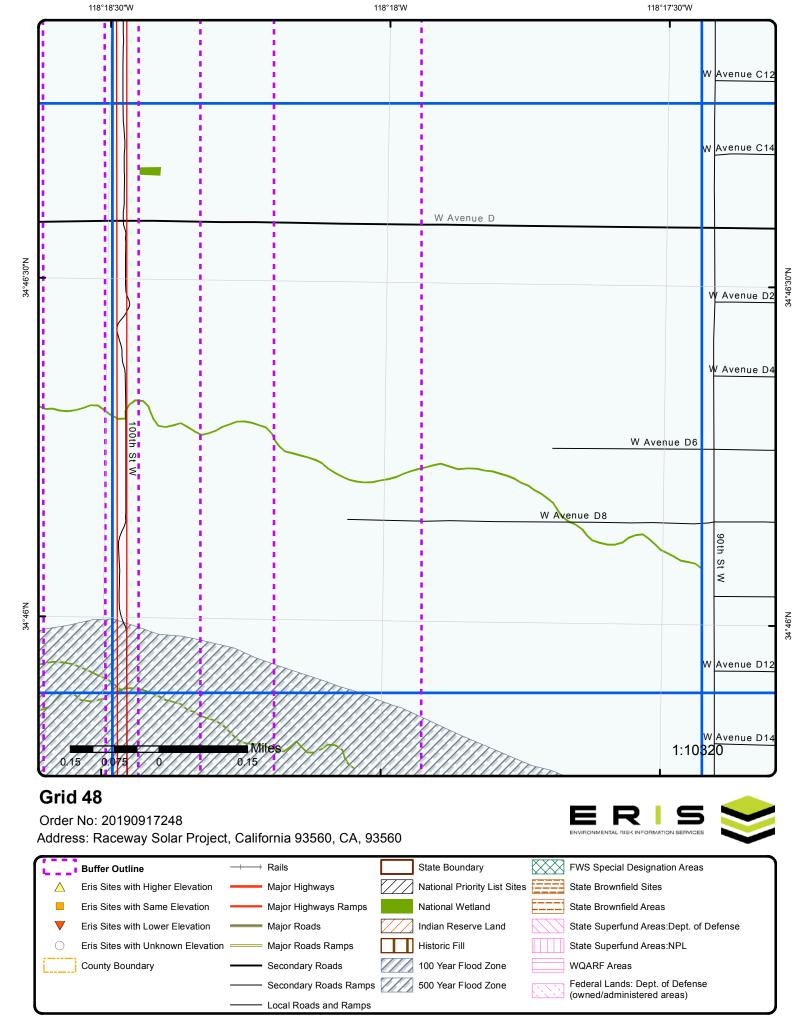


Local Roads and Ramps

(owned/administered areas)







118°17'30"W		118°17'W		118°16'30"W
	W Avenue C1	12		
	87th St W		V	۲ Avenue C14
		W Avenu	d 82nd St W	
	W Avenue D2			
		Dadion Ave		
			W Aver	
			W Avenue D6	
	90th St W	w Avenue D8		82
	W Avenue D10			80th St W
				enue D12
0.15 0.07	w Ave Miles 5 0 0.15	enue D14		≤ <u>1:1032</u> 0
Grid 49 Order No: 20 Address: Race	190917248 eway Solar Project, Californi	ia 93560, CA, 93560		
	with Higher Elevation Maj	jor Highways	National Priority List Sites	FWS Special Designation Areas State Brownfield Sites State Brownfield Areas

100 Year Flood Zone

Secondary Roads Ramps 500 Year Flood Zone

Local Roads and Ramps

Major Roads

-

Source: © 2016 ESRI

Eris Sites with Lower Elevation

County Boundary

Eris Sites with Unknown Elevation

 $\checkmark$ 

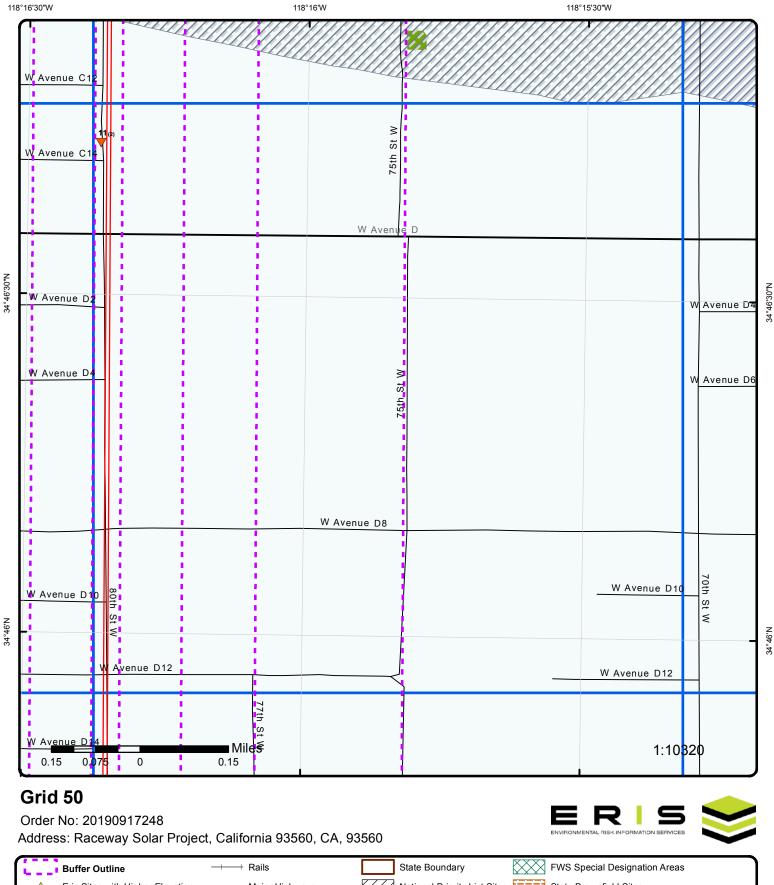
WQARF Areas

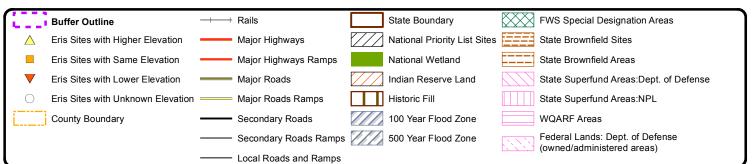
Federal Lands: Dept. of Defense

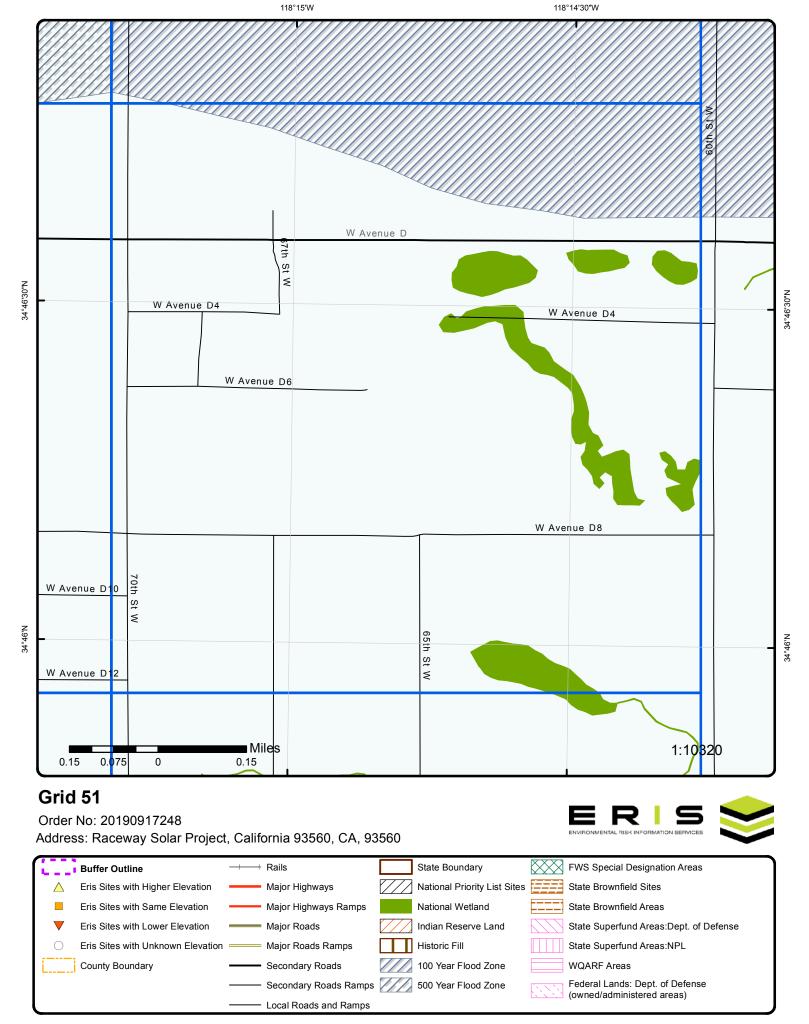
(owned/administered areas)

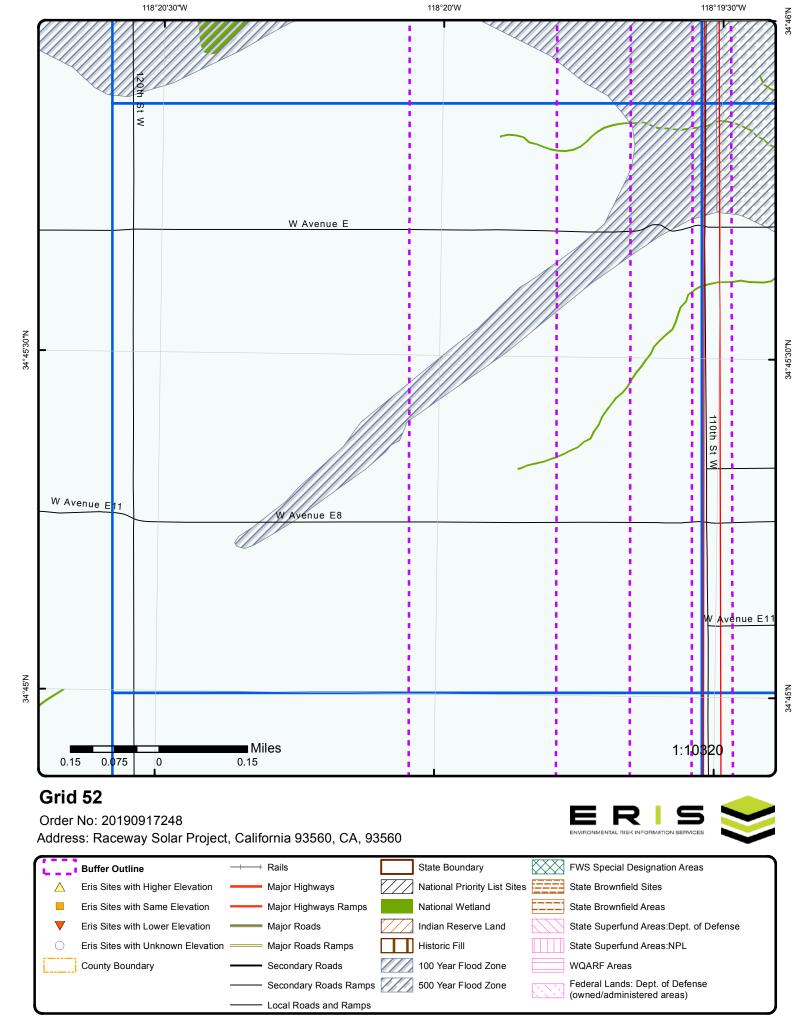
34°46'30"N

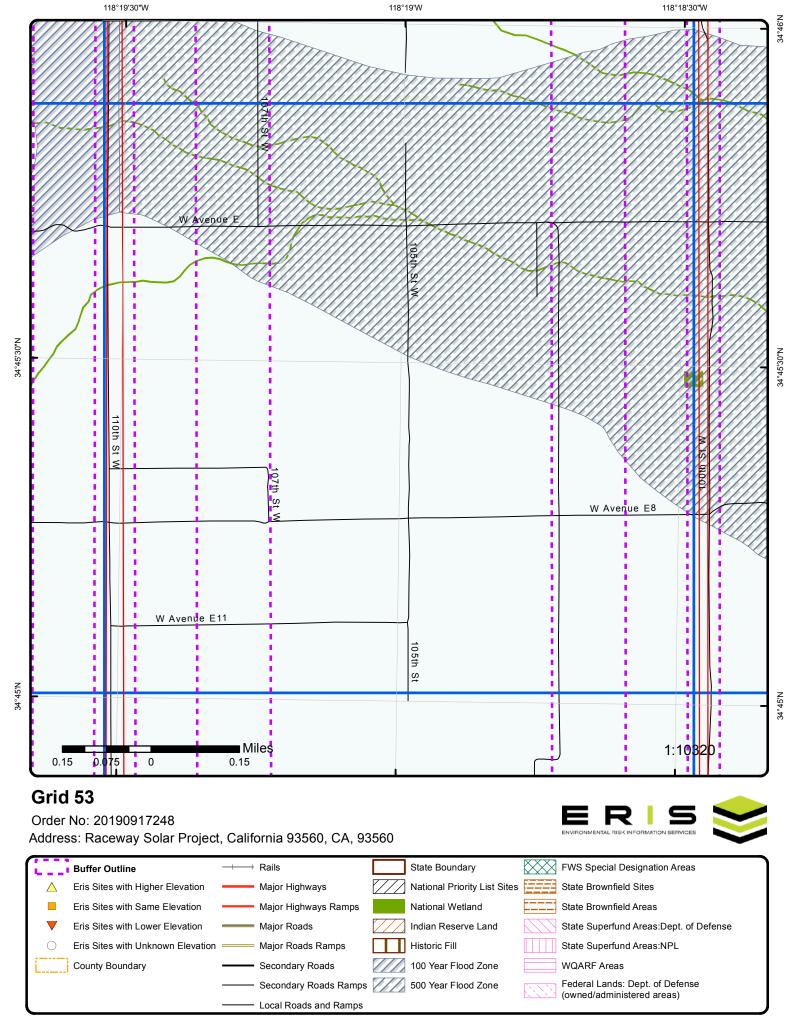
34°46'N

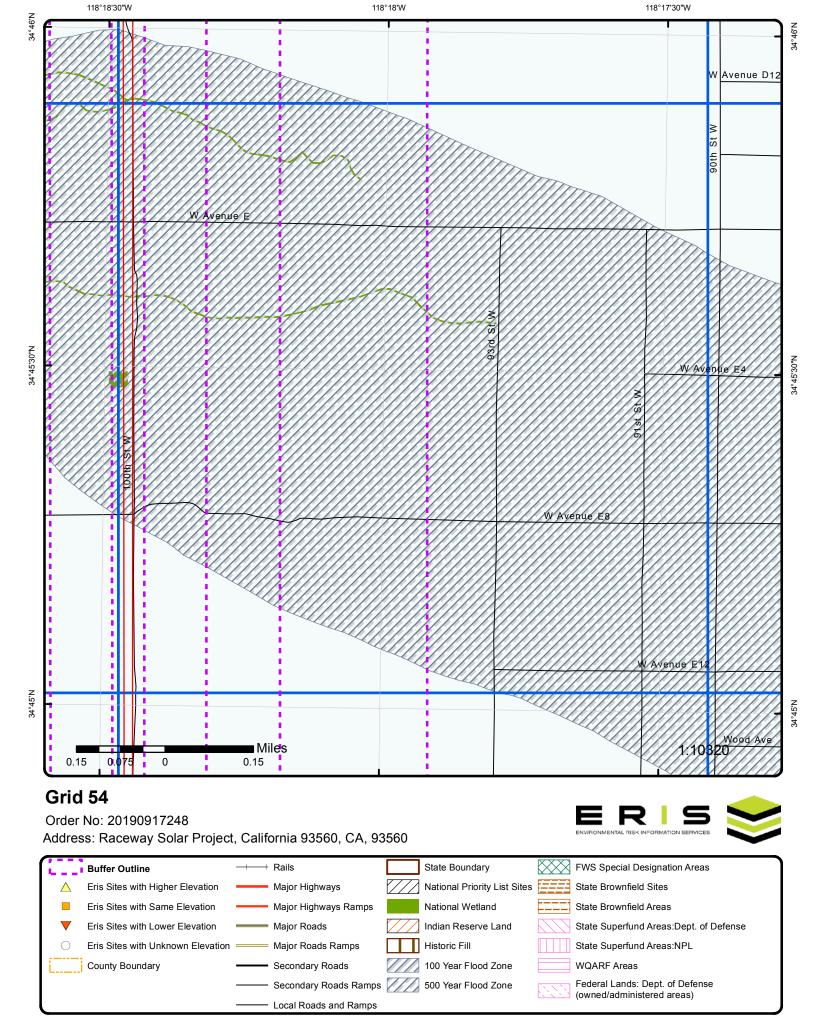


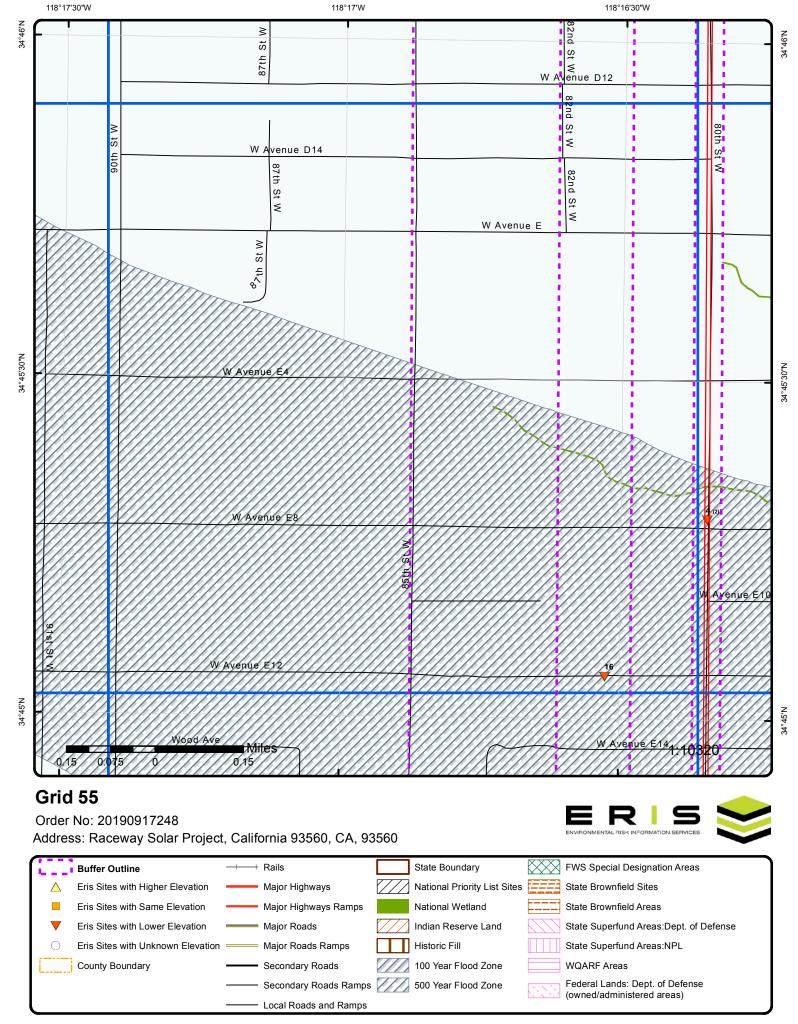


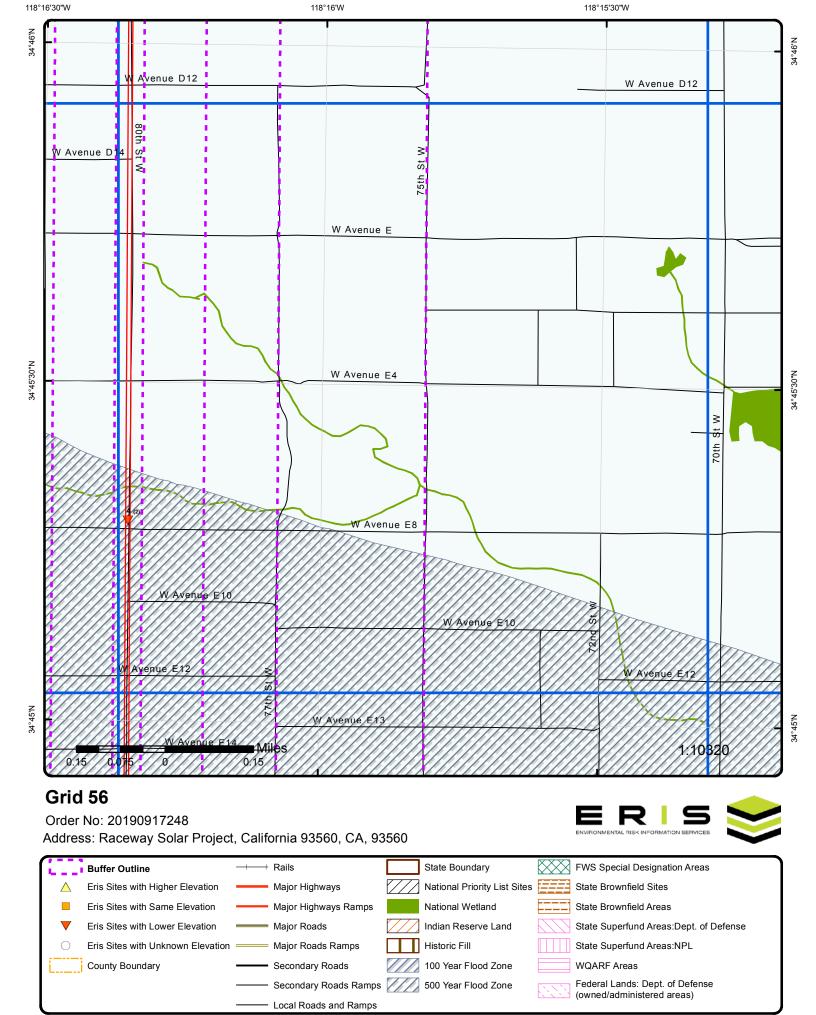


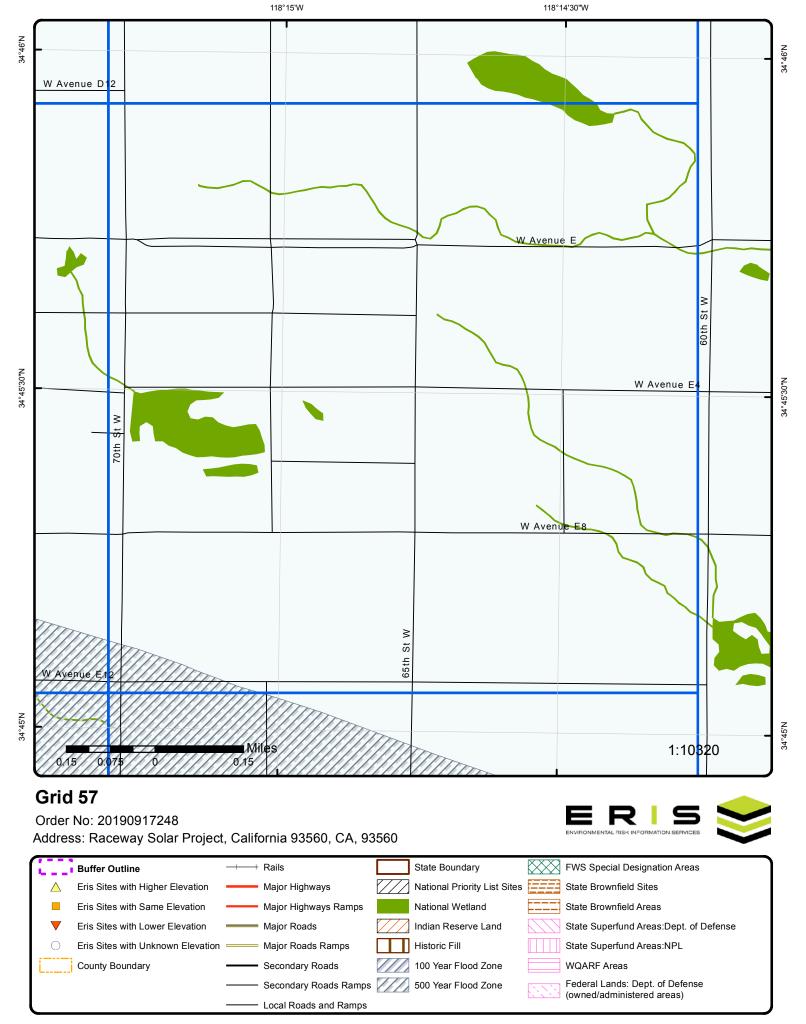


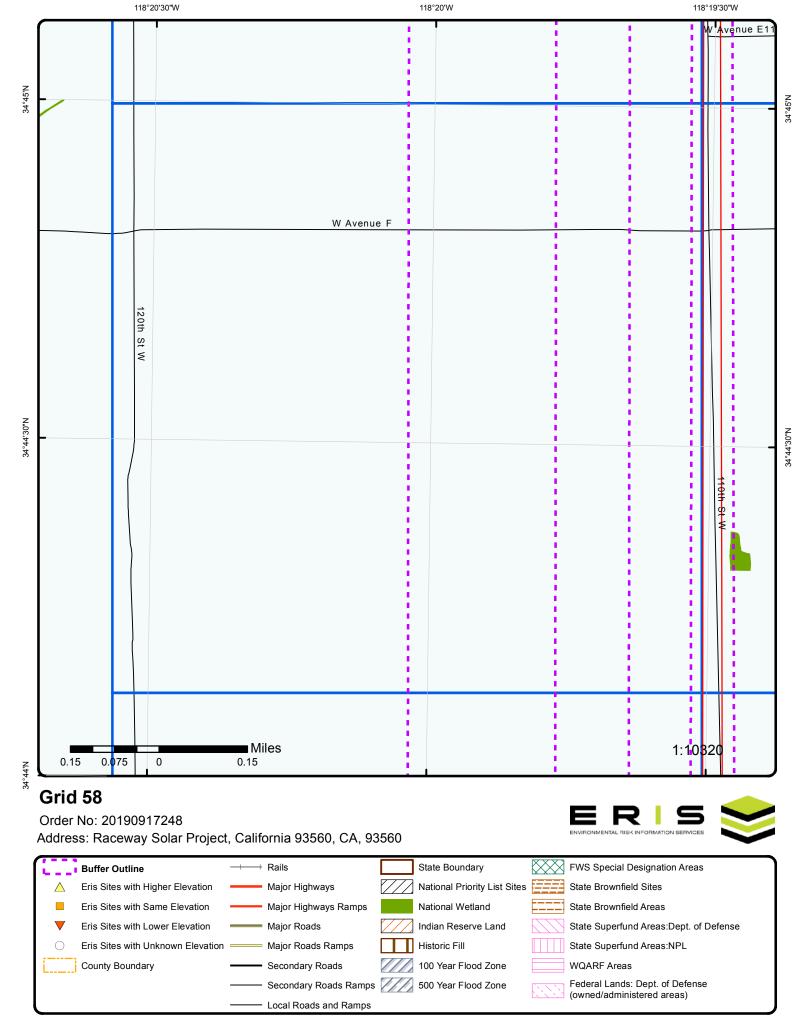




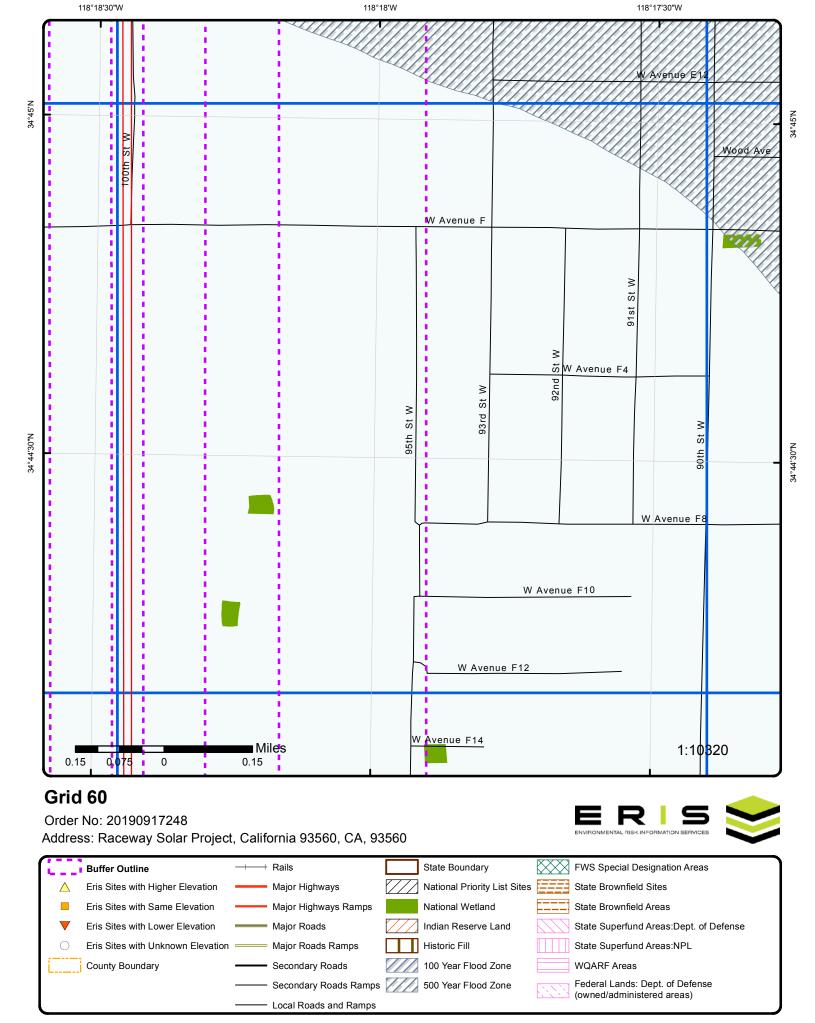


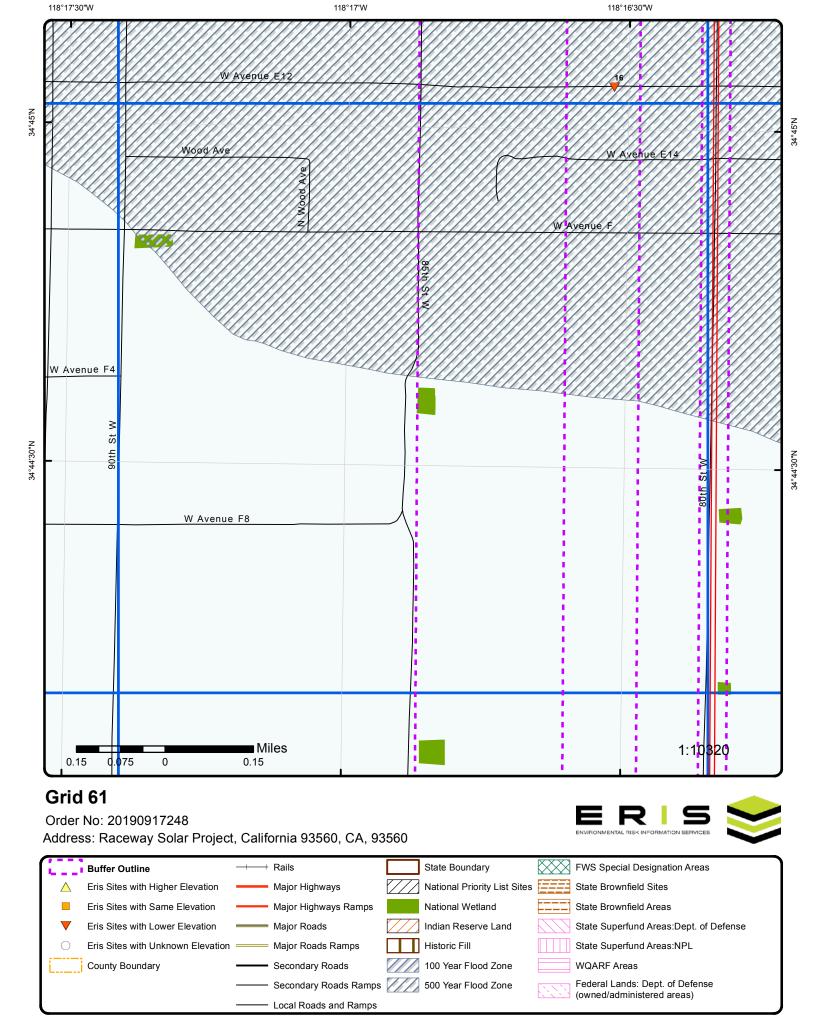


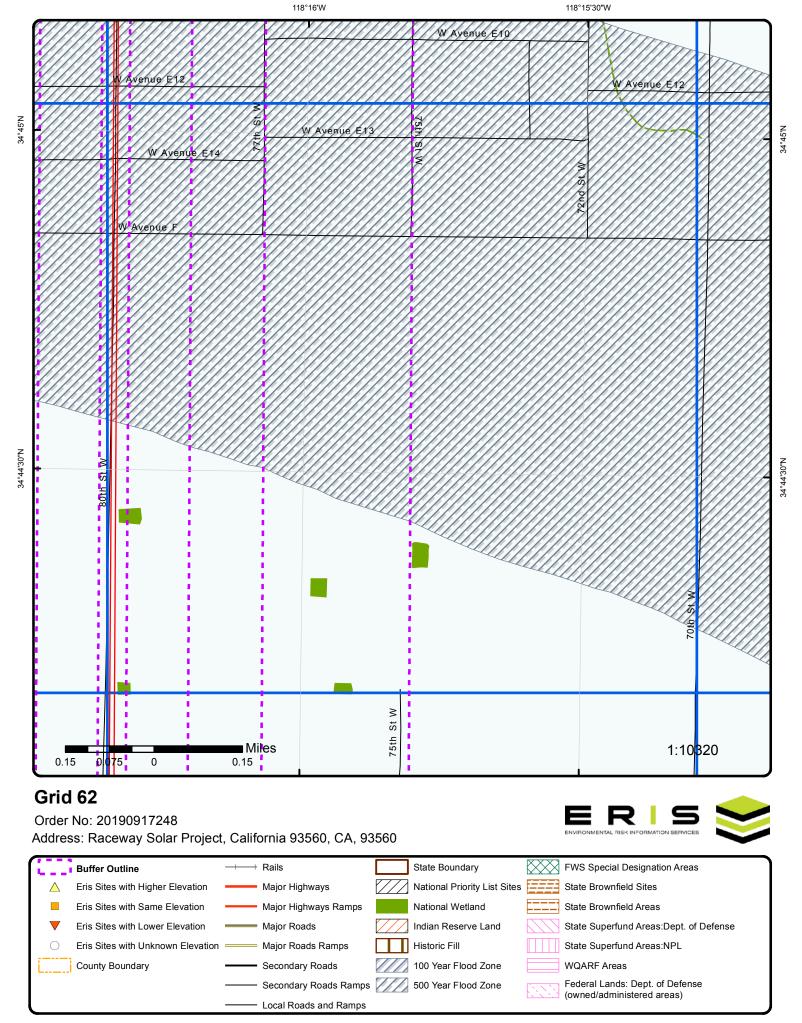


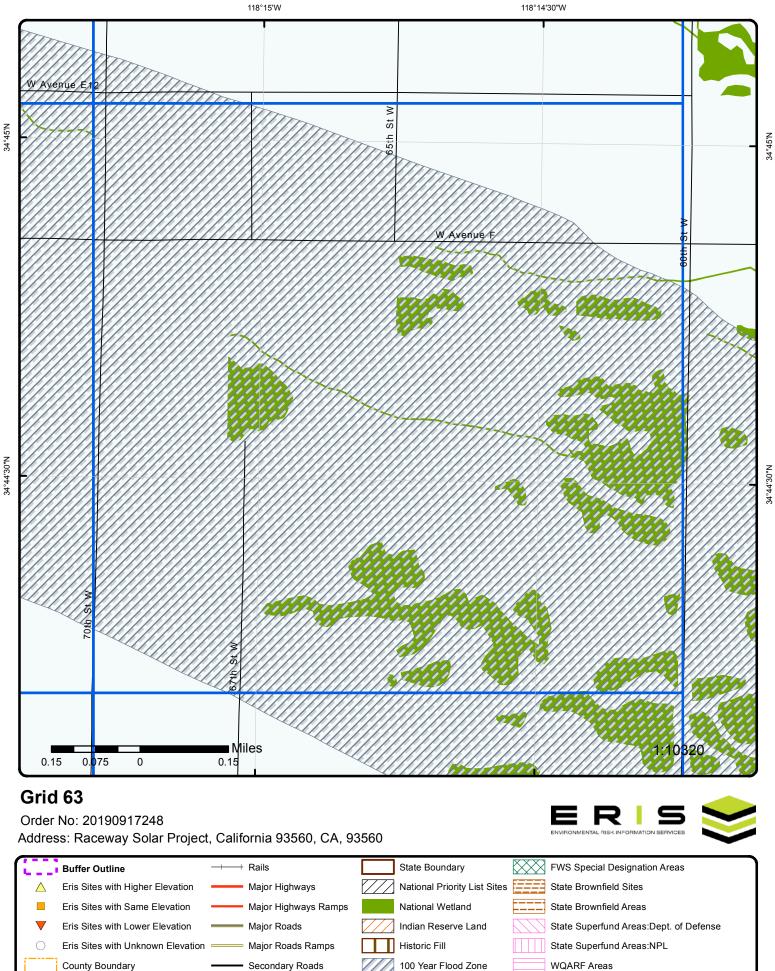


11	8°19'30"W	118°19'W	118°18'30"W
	W Avenue E	11 105th St	
			W Avenue Fi
_	110th St W		
0.15 0.1	0	Miles 0.15	1:10320
Grid 59 Order No: 20 Address: Rad		t, California 93560, CA, 93560	
<ul> <li>▲ Eris Site</li> <li>■ Eris Site</li> <li>▼ Eris Site</li> <li>○ Eris Site</li> </ul>	Outline es with Higher Elevation es with Same Elevation es with Lower Elevation es with Unknown Elevation Boundary	<ul> <li>Rails</li> <li>Major Highways</li> <li>Major Highways Ramps</li> <li>Major Roads</li> <li>Major Roads Ramps</li> <li>Secondary Roads</li> <li>100 Year Flood Zone</li> </ul>	State Brownfield Areas State Superfund Areas:Dept. of Defense State Superfund Areas:NPL









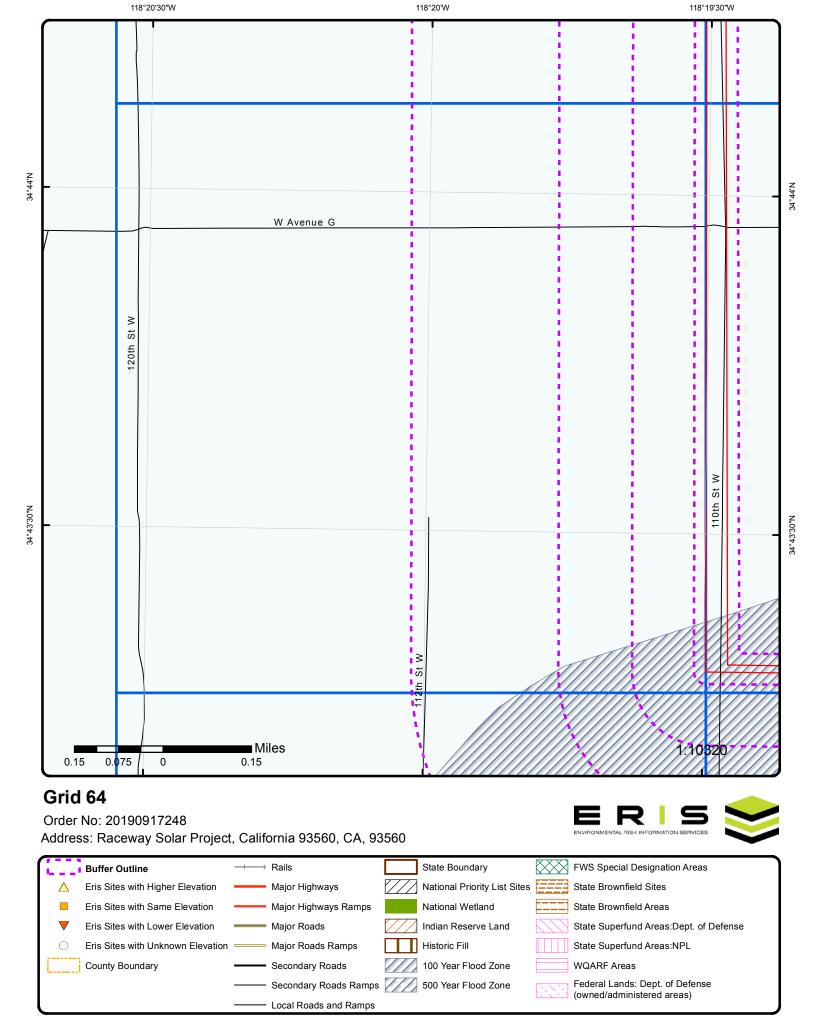
County Boundary

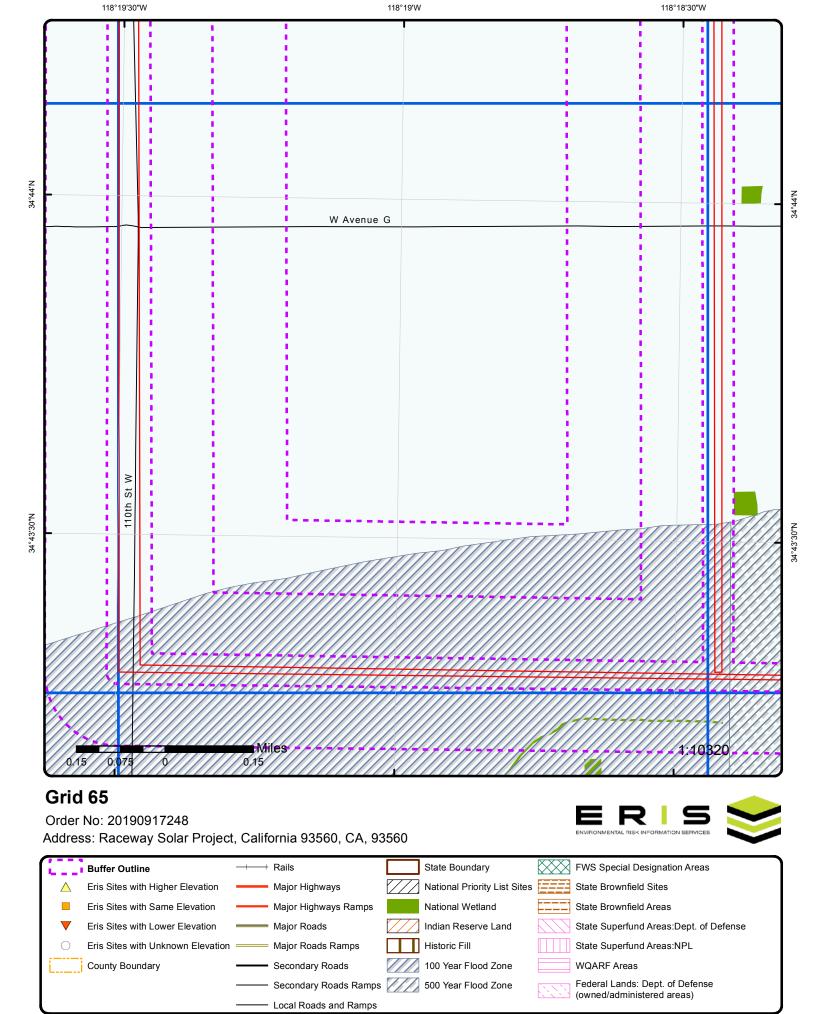
Secondary Roads

Local Roads and Ramps

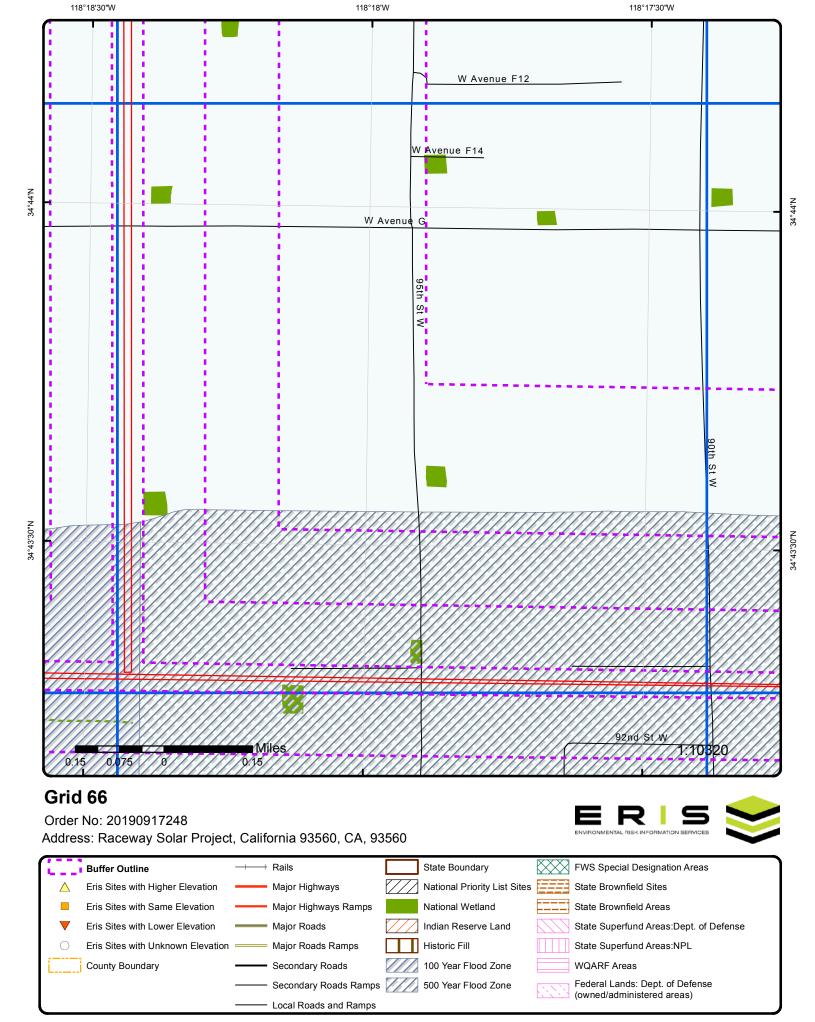
Secondary Roads Ramps 200 Year Flood Zone

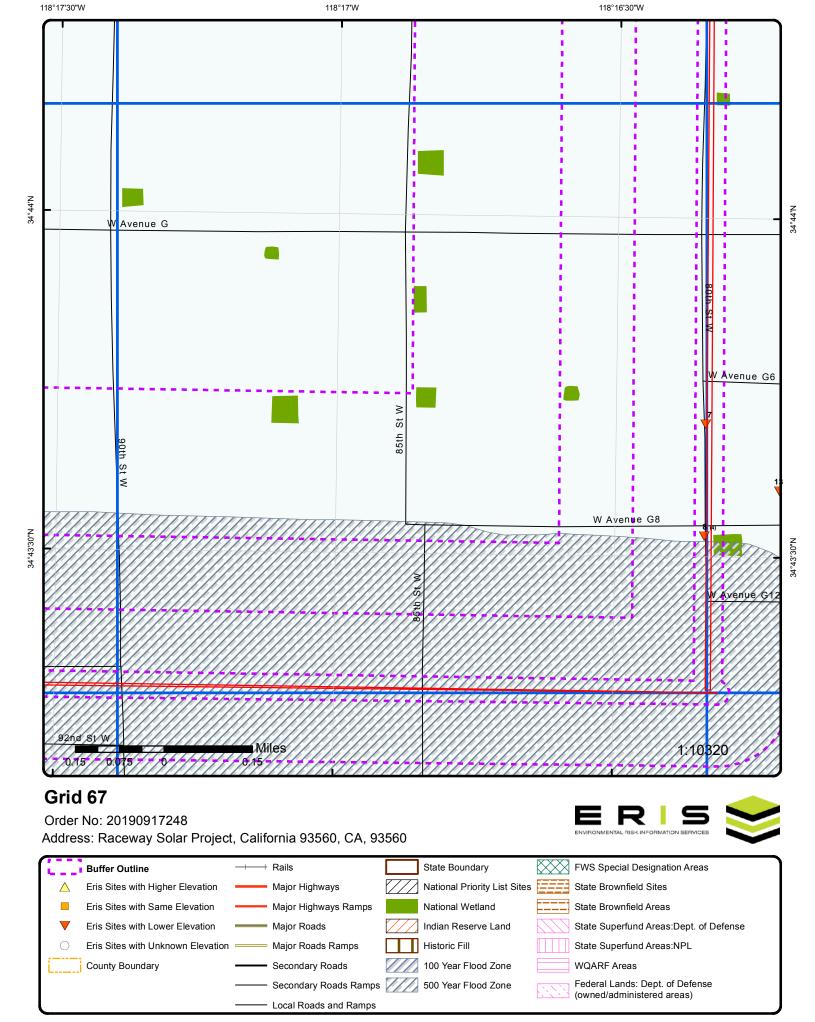
Federal Lands: Dept. of Defense (owned/administered areas)

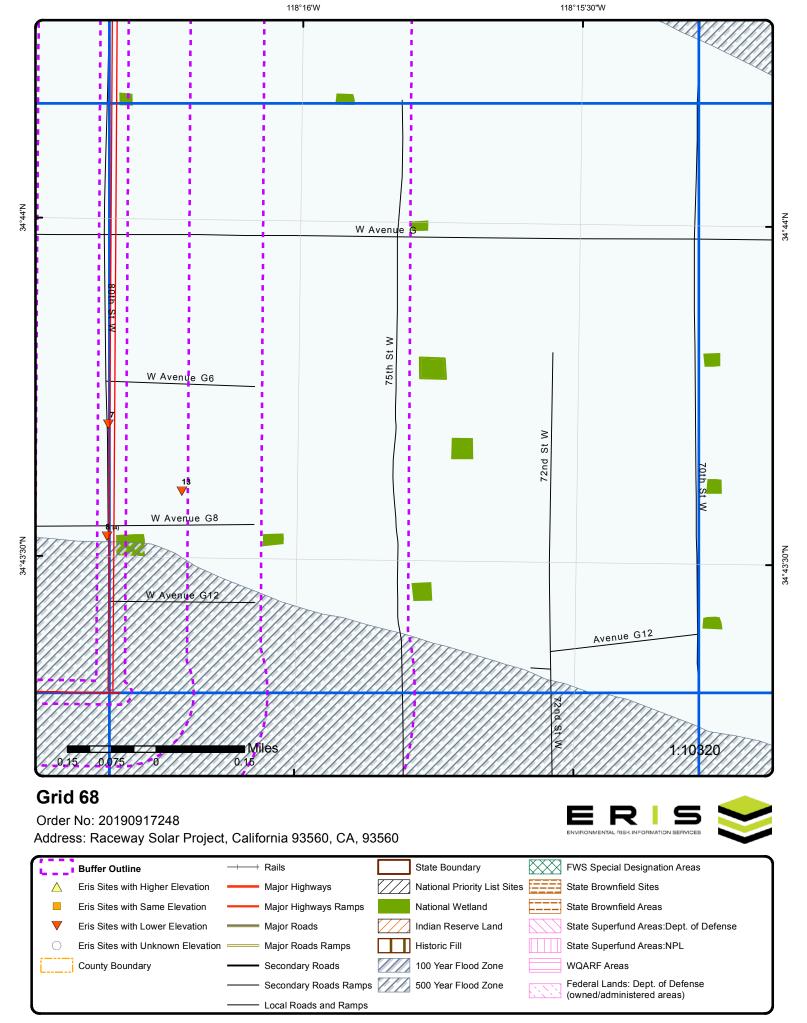


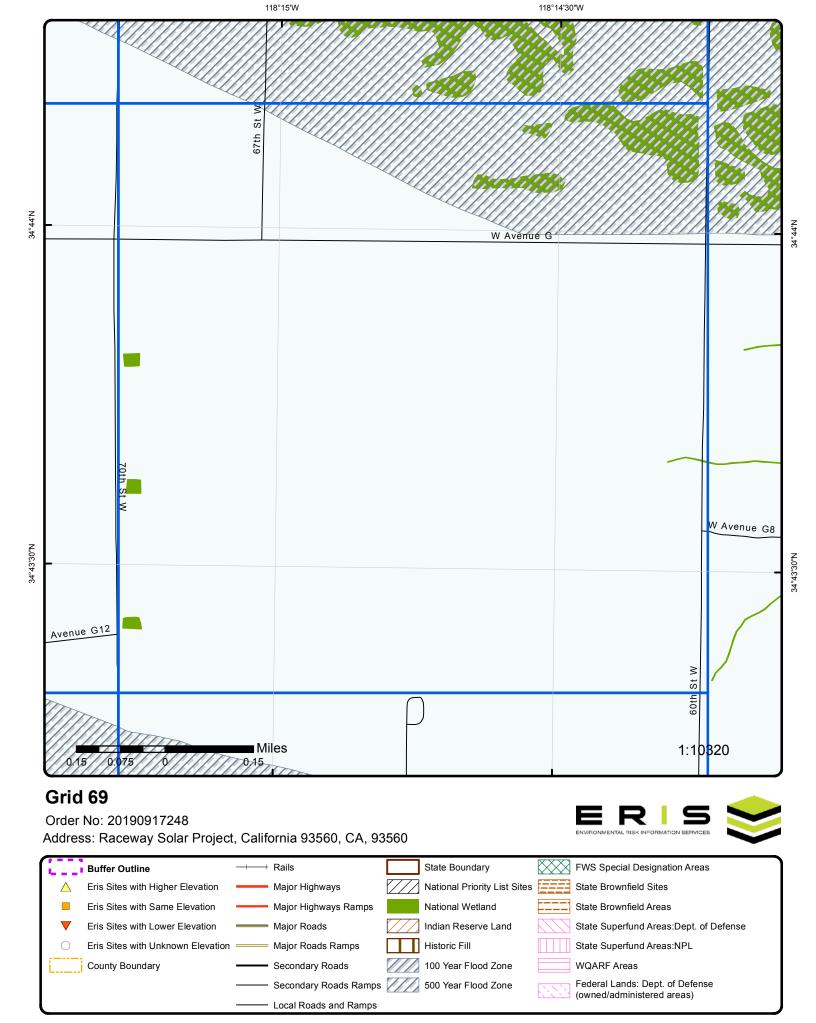


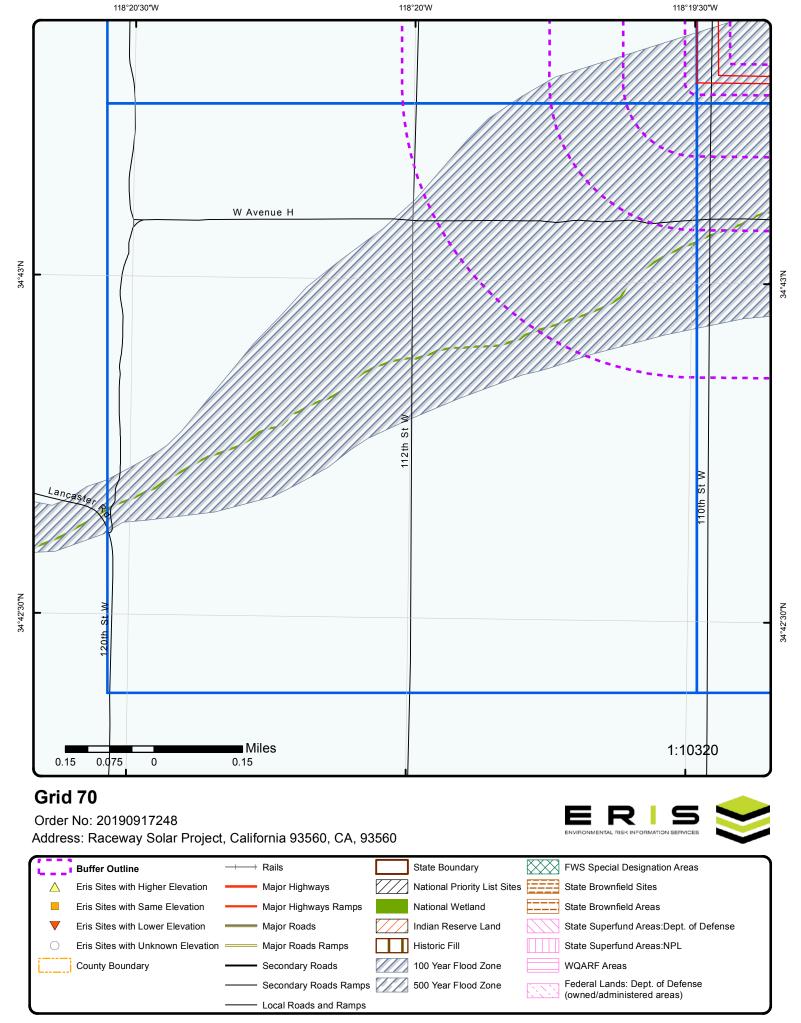
Source: © 2016 ESRI

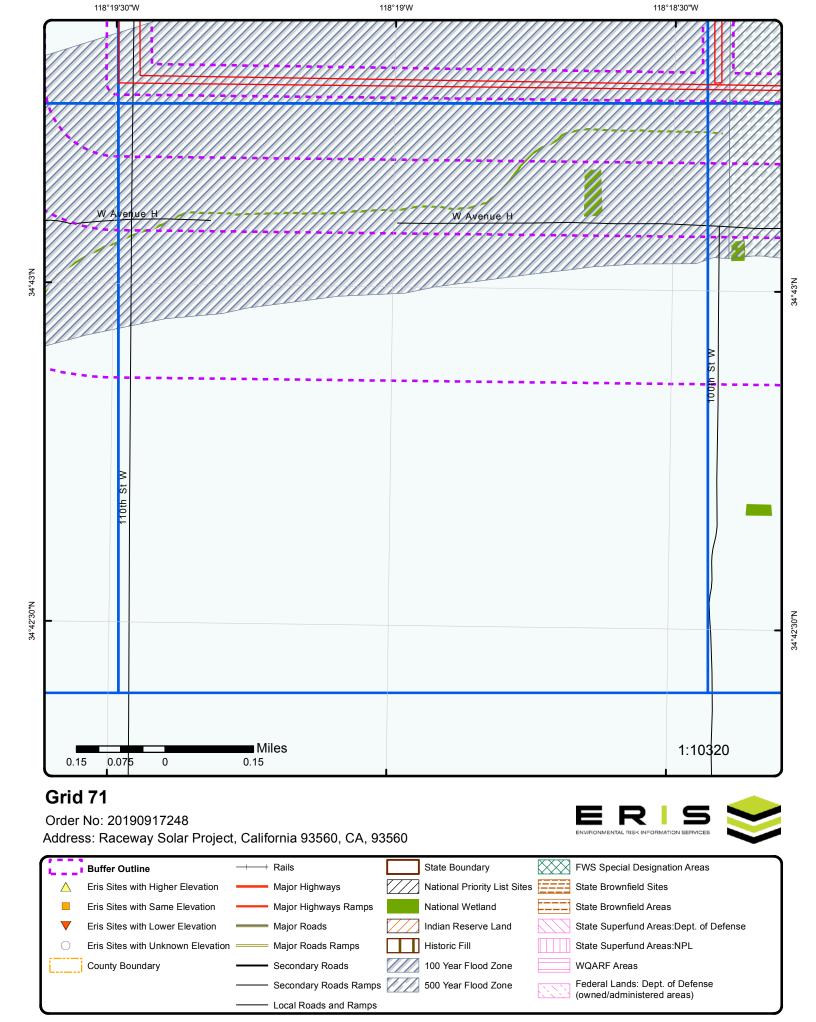


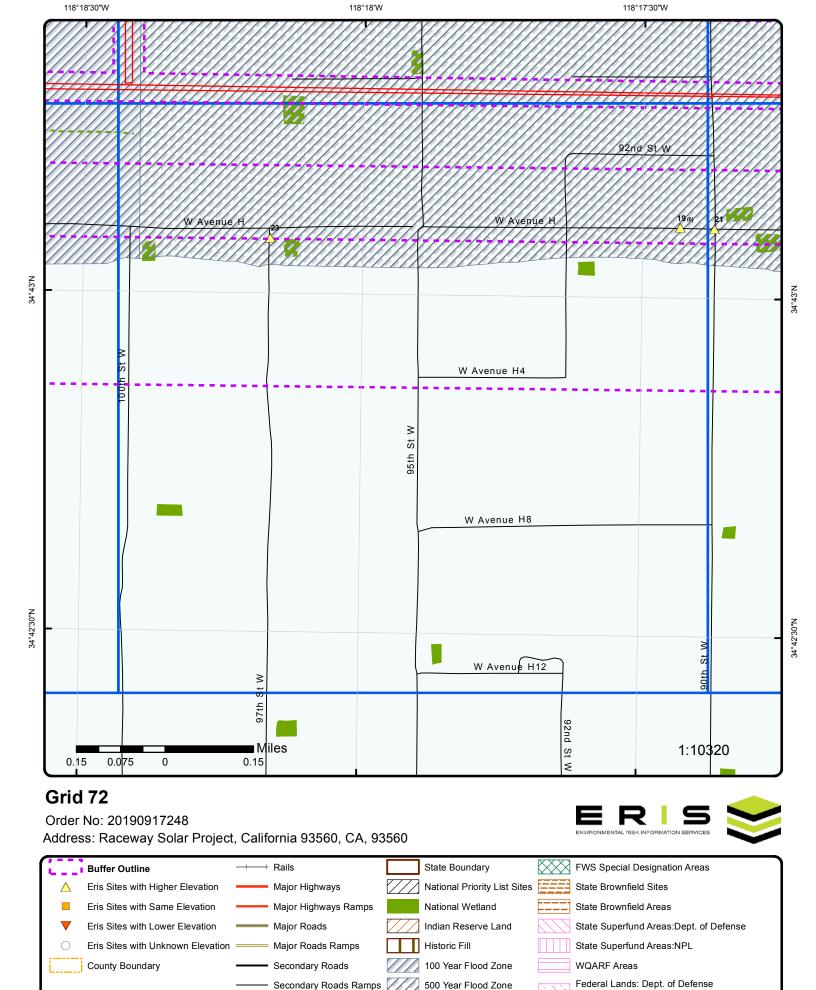










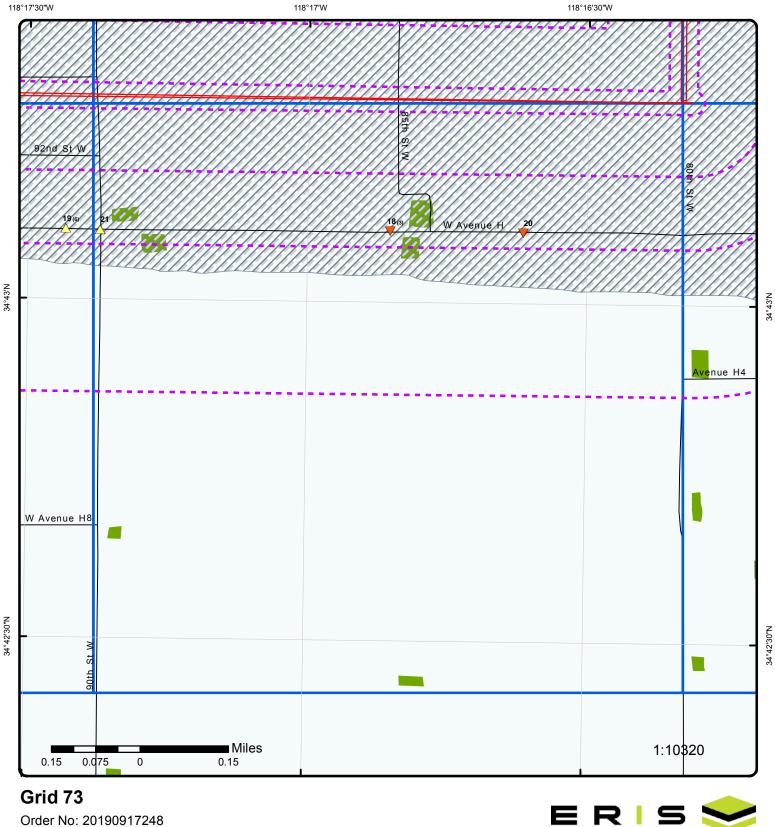


Secondary Roads Ramps

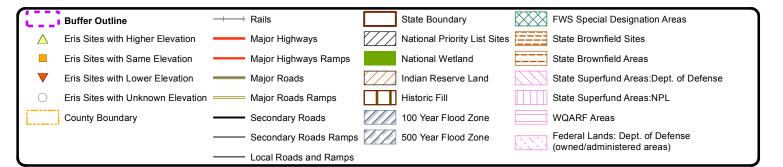
Local Roads and Ramps

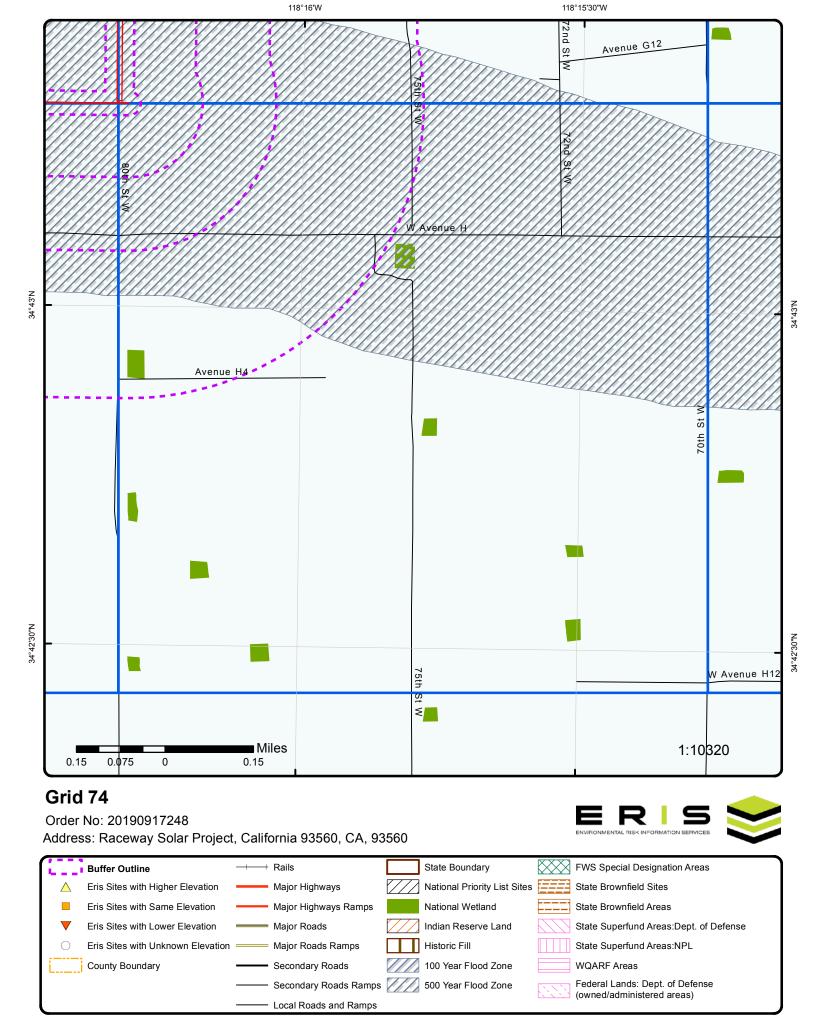
500 Year Flood Zone

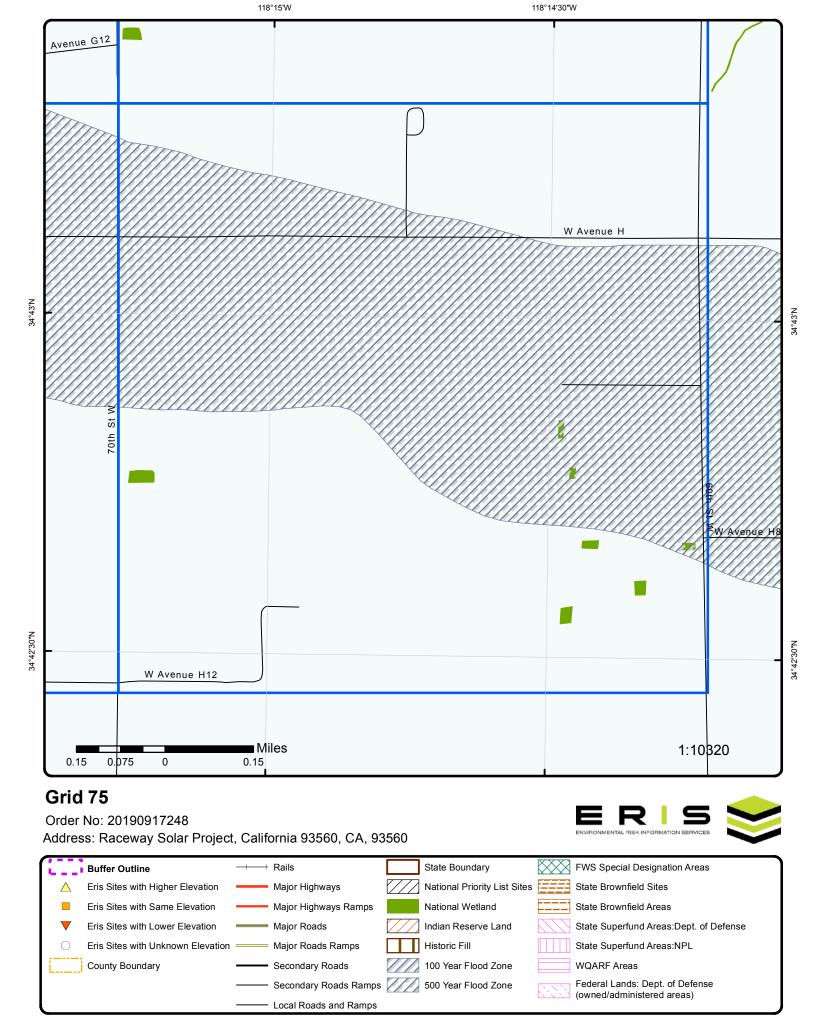
(owned/administered areas)

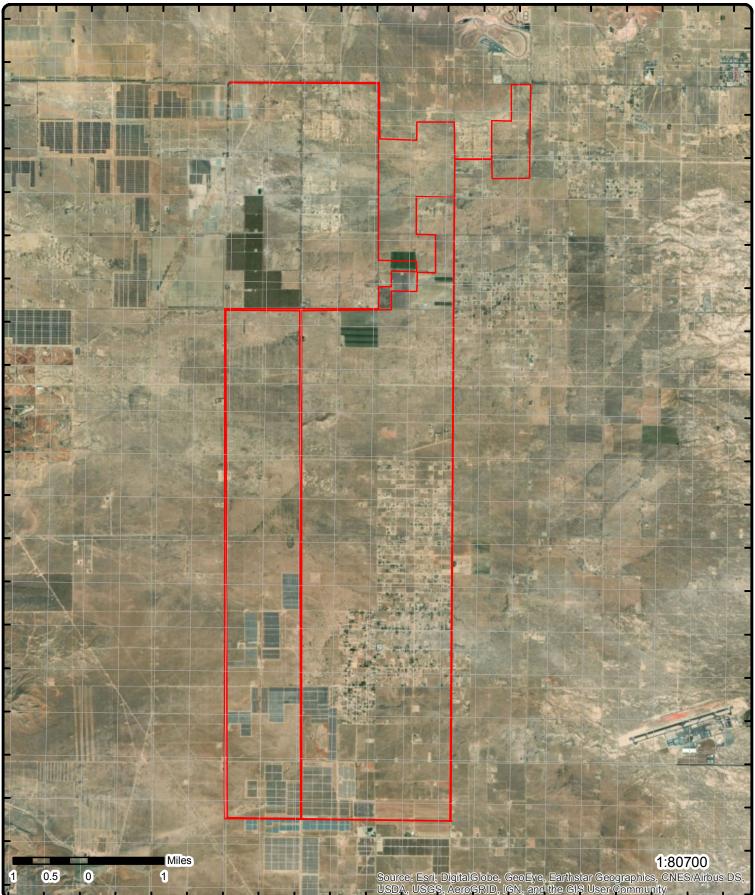


Order No: 20190917248 Address: Raceway Solar Project, California 93560, CA, 93560









## Aerial (2018)

118°22'30"W

34°52'30"N

34°51'30"N 34°52'N

34°50'30"N 34°51'N

34°50'N

34°49'30"N

34°49'N

34°48'30"N

34°48'N

34°47'30"N

34°47'N

34°46'30"N

34°46'N

34°45'30"N

34°45'N

34°44'30"N

34°43'30"N 34°44'N

34°42'30"N 34°43'N

118°21'30"W

118°19'30"W

118°20'30"W

118°18'30"W

118°17'30"W

118°16'30"W

118°15'30"W

118°14'30"W

118°13'30"W

118°12'30"W

34°52'30"N

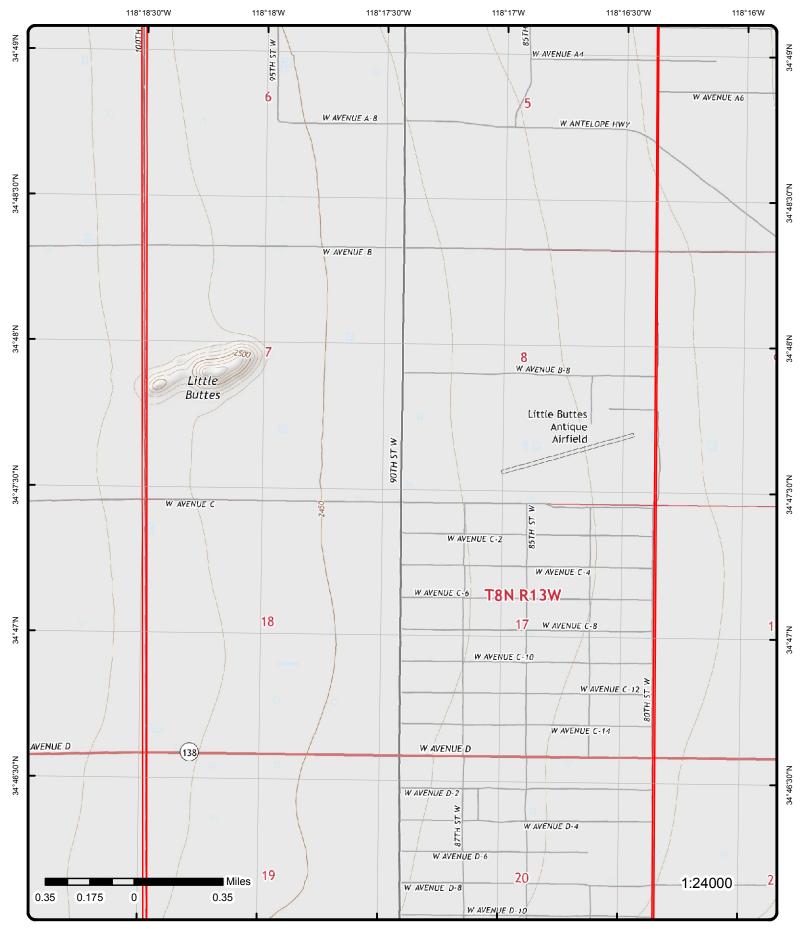
### Address: Raceway Solar Project, California 93560, CA, 93560

Source: ESRI World Imagery

Order No: 20190917248



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# Topographic Map (2015)

Address: Raceway Solar Project, California 93560, CA, 93560

Order No: 20190917248



Quadrangle(s): Little Buttes,CA Source: USGS Topographic Map

© ERIS Information Inc.

### Detail Report

Мар Кеу	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site		DB
<u>1</u>	1 of 1	-	0.00 / 0.00	2,434.52 / 7	KIM RANO 90TH STR GASKELL	REET WEST AND	FINDS/FRS
Registry ID:		110025213043	5				
FIPS Code: HUC Code:		06029					
Site Type Na	me:	STATIONARY					
Location Des	scription:	•					
Create Date:		04-AUG-2006	19.05.48				
Update Date:		07-NOV-2011					
nterest Type							
SIC Codes:							
SIC Code De NAICS Code	s:						
NAICS Code Conveyor:	Descriptions:						
Federal Facil	lity Code:						
Federal Ager							
Tribal Land C							
Tribal Land N	Vame:						
Congression							
Census Bloc							
EPA Region County Name		09 KERN					
US/Mexico B							
Latitude:	order ma.	34.83463					
Longitude:		-118.29065					
Reference Po	oint:						
	ction Method:						
Accuracy Va	lue:						
Datum:		NAD83					
Source: Facility Detai	il Port I I PI ·	http://ofmpub.c	na gov/opviro/fii	quany datail disp	program fac	ility?p_registry_id=110025213043	2
Program Acr		nup.//ompub.e	pa.gov/enviro/iii	_query_uetail.uisp	_program_iac	linty : p_registry_id=11002521504	
<u>2</u>	1 of 2	-	0.00 / 0.00	2,436.50 / 9	90TH STR	ND GODDE RANCH REET WEST & AVENUE A ND CA 93560	HHSS
County: Pdf File Url:		http://geotracke	er.waterboards.c	a.gov/ustpdfs/pdf/	00024801.pdf		
<u>2</u>	2 of 2	-	0.00 / 0.00	2,436.50 / 9		GODDE RANCH REET WEST & AVENUE A ND CA	HIST TANK
				N / O		4	
O	<i>::</i>	.C. RITTER & F.G. GOI 66WEST AVENUE I	DUE	No of Co County:	ontainers:	4 KERN	
	<b>*·</b> Ci			County:			
Owner Name Owner Street Owner City:						CA	
	L	ANCASTER		Facility Facility	State:	CA 93560	

Map Key	Number Records		Direction	Distance (mi/ft)	Elev/Diff (ft)	Site		DB
Owner Zip:		93534						
<u>3</u>	1 of 1		-	0.00 / 0.00	2,436.49 / 9	GUS ZEPEDA 71405 90TH S LANCASTER	ST W	HAZNET
SIC Code: NAICS Code: EPA ID: Create Date: Fac Act Ind: Inact Date: County Code: County Name: Mail Name: Mailing Addr 1		CAC0026 6/3/2009 No 12/1/2009 19 Los Angel 13657 GR	)		Mailing ( Mailing 2 Region ( Owner N Owner A Owner C Owner C Owner Z Owner Z	State: Zip: Code: lame: ddr 1: ddr 2: Sity: tate:	CORONA CA 928800993 3 GUS ZEPEDA 13657 GREAT FALLS ST CORONA CA 928800993	
Mailing Addr 2 Owner Fax:					Owner P		6264829214	
Contact Inforn  Contact Name Street Address Street Address City: State: Zip: Phone:  Tanner Inform  Generator Cou Generator Cou TSD EPA ID: TSD County C TSD County C TSD County: State Waste Co State Waste Co State Waste Co Method Code: Method Descrif Tons: Year:	ation A ID: Inty Code: Inty: ode: ode: ode Desc.:		RECOVERY EC 0.834	tion sludge ERY OF RECL	AMATION FOR R	EUSE INCLUDIN	IG ACID REGENERATION	, ORGANICS
 4	1 of 2		-	0.00 / 0.00	2,391.54 / -36	ADAMS, BRY 48011 80TH S LANCASTER	STREET WEST	FINDS/FR
Registry ID: FIPS Code: HUC Code:			110070400648 06037					
Site Type Nam Location Desc Supplemental Create Date:	ription:		STATIONARY 31-DEC-2018 14	:45:58				
Update Date: Interest Types SIC Codes: SIC Code Desc NAICS Codes: NAICS Code D Conveyor: Federal Facilit	criptions: escription		TRANSPORTER					

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DE
Federal Age						
Tribal Land						
Tribal Land	Name: nal Dist No.:					
Congression Census Bloo						
EPA Region		09				
County Nam		LOS ANGELES				
US/Mexico E						
Latitude:						
Longitude:						
Reference P						
	ction Method:					
Accuracy Va Datum:	aue.	NAD83				
Source:		10/12/00				
Facility Deta	nil Rprt URL:	http://ofmpub.epa	a.gov/enviro/fii_	query_detail.disp_	_program_facility?p_registry_id=11007040	0648
	-					
RCRAINFU:0	CAC002969040					
4	2 of 2	-	0.00 /	2,391.54 /	ADAMS, BRYAN	RCRA
_			0.00	-36	48011 80TH STREET WEST LANCASTER CA 93536	NON GEN
EPA Handle	r ID:	CAC002969040				
Gen Status	Universe:	No Report				
Contact Nan		ADAMS, BRYAN				
Contact Add			REET WEST , ,	LANCASTER , CA	А, 93536 ,	
Contact Pho Contact Ema	one No and Ext:	661-350-8877 ANDREWC@PW				
Contact Col		ANDREWGERM				
County Nam	•	LOS ANGELES				
EPA Region		09				
Land Type:						
Receive Dat	e:	20180702				
Violation/Ev	aluation Summary					
Note:		NO RECORDS: A associated with the second sec			mpliance Monitoring and Enforcement (vio	lation) records
Handler Sun	nmary					
Importer Ac	tivity:	No				
Mixed Waste	e Generator:	No				
Transporter	•	Yes				
Transfer Fac Onsite Burn	cility: er Exemption:	No No				
Furnace Exe		No				
	d Injection Activity:	No				
Commercial		No				
Used Oil Tra		No				
	nsfer Facility:	No				
Used Oil Pro		No No				
Used Oil Rei Used Oil Bu		NO				
	rket Burner:	No				
	ec Marketer:	No				
Hazardous V	Naste Handler Details	<u>s</u>				
_						

Map Key	Number Records	of Dire	ection	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Handler Name. Generator Stat Source Type:		se: No R	MS, BRYAN Report ementer				
Owner/Operate	or Details						
Owner/Operate	or Ind:	Current Owner			Street No:		
Type:	or ma.	Other			Street 1:	48011 80TH STREET WEST	
Name:		ADAMS, BRYA	٨N		Street 2:		
Date Became (					City:	LANCASTER	
Date Ended Cu Phone:	irrent:	661-350-8877			State: Country:	CA	
Source Type:		Implementer			Zip Code:	93536	
Owner/Operate	or Ind:	Current Operat	tor		Street No:		
Type:		Other ADAMS, BRYA	NI .		Street 1:	48011 80TH STREET WEST	
Name: Date Became (	Current:	ADAIVIS, DR 17			Street 2: City:	LANCASTER	
Date Ended Cu					State:	CA	
Phone:		661-350-8877			Country:		
Source Type:		Implementer			Zip Code:	93536	
<u>5</u> 1	1 of 2	NNE	E	0.00 / 5.41	2,426.00 / -2	GASKELL RD /85TH STREET ROSEMOND CA 935600000	HIST MANIFES
Gen EPA ID:		CAC	000659744				
Create Date:			3/1991 0:00:0	00			
Inact Date:			5/2000 0:00:0				
Facility Mail St			DECELIS P	LACE			
Facility Mail Ci Facility Mail St		VAN CA	NUYS				
Facility Mail St			60000				
Contact Phone	e(s):		895220				
File Year(s):		1991					
Contact Name	(s):	CRA	IG CORNET	CONTRACTOR			
Tanner Informa	ation						
Method Descri	iption:						
Tons:	<i>p</i>	0					
Year:		1991					
Generator Cou							
Generator Cou Method Code:	•	Kern					
Tsd County Co		15					
Tsd County:		Kern					
State Waste Co	ode:						
State Waste Co	ode Desc:						
Tsd Epa ID:		CAD	980883177				
Tanner Informa	ation						
Method Descri	iption:						
Tons:		6.67					
Year:		1991					
Generator Cou							
Generator Cou Method Code:		Kern 1					
Tsd County Co		15					
Tsd County:		Kern					
	ode:	225					
State Waste Co							
			980883177				

Map Key Number Record				Elev/Diff Site (ft)			DB
		NNE	0.00 / 5.41	2,426.00 / -2	GASKEL	A BRO/INI FARMS LL RD /85TH STREET OND CA 935600000	HAZNET
SIC Code: NAICS Cod EPA ID: Create Date Fac Act Ind Inact Date: County Cod County Nam Mail Name: Mailing Add Owner Fax:	e:  : ne: dr 1: dr 2:	CAC000659744 12/13/1991 No 10/25/2000 15 Kern 6908 DECELIS PLACE		Mailing ( Mailing 2 Region ( Owner N Owner A Owner A Owner S Owner Z Owner F	State: Zip: Code: lame: ddr 1: ddr 2: Sity: Sity: tate: Sity:	VAN NUYS CA 914060000 1 FELIX TAPIA  99  0000000000	
Contact Infe	ormation						
Contact Na Street Addr Street Addr City: State: Zip: Phone: 	ress 1:	CRAIG CORN  99  8055895220 	ET/CONTRACTOR				
<u>6</u>	1 of 2	NNE	0.00 / 11.11	2,426.00 / -2	85TH ST	ROS INC & GASKELL OND CA 91406	HHSS
County: Pdf File Url	:	http://geotrack	er.waterboards.ca.ç	gov/ustpdfs/pdf/	00025126.pc	Jf	
<u>6</u>	2 of 2	NNE	0.00 / 11.11	2,426.00 / -2		ROS. INC. & GASKELL OND CA	HIST TANK
Owner Nam Owner Stre Owner City Owner State Owner Zip:	et: : e:	TAPIA BROS. INC. 6908 DE CELIS PL. VAN NUYS CA 91406		No of Co County: Facility : Facility :	State:	2 KERN CA 91406	
<u>7</u>	1 of 1	S	0.00 / 11.79	2,405.38 / -23	46440 80	RECISION AUTO CARE DTH ST W STER CA 935368103	HAZNET
SIC Code: NAICS Cod EPA ID: Create Date Fac Act Ind Inact Date: County Cod County Nar Mail Name: Mailing Add Owner Fax:	e:  : he: ne: dr 1: dr 2:	7538 811111 CAL000292035 3/10/2005 9:26:49 AM No 6/30/2006 19 Los Angeles PO BOX 1035		Mailing ( Mailing 2 Region ( Owner A Owner A Owner C Owner S Owner Z Owner F	State: Zip: Code: lame: Iddr 1: Iddr 2: Sity: State: Sity:	PEARBLOSSOM CA 9355531035 3 WILFRIDO GARCIA 1142 E AVENUE J-1 LANCASTER CA 93535 6614352131	

#### **Contact Information**

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
 Contact Nan Street Addre Street Addre City: State: Zip: Phone: 	ess 1:	 WILFRIDO GAR 13100 PEARBLO PEARBLOSSOM CA 935530000 6619445400 	OSSOM HWY			
<u>8</u>	1 of 4	S	0.00 / 17.37	2,405.31 / -23	46401 80TH ST WEST LANCASTER CA 93534	CDL
Clue: Date: County: Lab Type: Lab Type De	escription:	2000-04-057 4/11/2000 LOS ANGELES L Illegal Drug Lab stored.	- location where	e an illegal drug la	b was operated or drug lab equipment and/or mater	rials were
<u>8</u>	2 of 4	S	0.00 / 17.37	2,405.31 / -23	TIMBER PROPERTIES 46401 80TH ST LANCASTER CA 93536	FINDS/FRS
Registry ID: FIPS Code: HUC Code: Site Type Na	ame.	110066556818 STATIONARY				
Location De Supplement Create Date	scription: al Location:	14-OCT-2015 12	2:02:24			
Update Date Interest Typ SIC Codes: SIC Code De NAICS Code Conveyor: Federal Fact Federal Age Tribal Land Congression	es: escriptions: es: Descriptions: lity Code: ncy Name: Code: Name:	STATE MASTER	2			
Census Bloo EPA Region County Nam US/Mexico E Latitude: Longitude: Reference P	ck Code: Code: e: Border Ind: oint:	09 LOS ANGELES 34.72252 -118.27219				
Coord Colle Accuracy Va Datum: Source: Facility Deta		NAD83	a.gov/enviro/fii	query detail disp	_program_facility?p_registry_id=110066556818	
Program Ac			<u>.</u>	_ , , _ <u> </u>		
<u>8</u>	3 of 4	S	0.00 / 17.37	2,405.31 / -23	46401 80TH ST WEST LANCASTER CA 93535	LA HMS

Map Key	Number Records		Direction	Distance (mi/ft)	Elev/Diff (ft)	Site		DE
Site No: Area:			014542 4					
Detail Info								
Permit No: Permit Cat De Status Code: Status Desc: Permit Status Permit Type: Permit Type I	Desc:	REM Equipm	ent Removed		Permit S Permit C File No: File Nam		015152 TIMBER PROPERTIES CO	
<u>8</u>	4 of 4		S	0.00 / 17.37	2,405.31 / -23	46401 80T	PROPERTIES TH ST TER CA 93536	LUST
Global ID: Status: Status Date: Case Type:		1990-04	'00243 LETED - CASE C 4-02 00:00:00 CLEANUP SITE	LOSED	County: Latitude: Longitud		LOS ANGELES 34.7255039 -118.2722826	
Date Source:			LUST Cleanup Download	Sites from GeoTi	acker Search; LL	IST Cleanup S	Sites from GeoTracker Cleanup Sites	Data
LUST Cleanu	o Sites froi	m GeoTr	acker Cleanup S	<u>Sites Data Downlo</u>	oad - Facilities D	<u>etail</u>		
RB Case No: Local Case N Begin Date: Lead Agency			)146T 4-02 00:00:00 NGELES COUNT	Y	Potentia How Disc Stop Met Stop Des	covered:		
Local Agency CUF Case:	r:	LOS AN NO	NGELES COUNT		Case Wo File Loca	rker:		
Potential Med How Discove Calwater Wat DWR GW Sub Disadvantage Site History:	red Descriµ ershed Nar basin Narr	otion: me: ne:	Soil Antelope - Lar Antelope Valle	ucaster (626.50) vy (6-044)				
Regulatory A	<u>ctivity</u>							
Action Type: Date : Action:			Other 1990-04-02 00 Leak Reported					
Regulatory C	ontacts							
Contact Type Contact Name City:	9:				Address Email: Phone N		mregalado@dpw.lacounty.gov	
Organization Contact Type Contact Name City:	: <del>:</del>	Regiona JEHIEL VICTOF	RVILLE	rker	Address Email: Phone N		15095 Armagosa Road, Building jehiel.cass@waterboards.ca.gov 7602412434	2, Suite 210
Organization	Name:		LAHONTAN R	WQCB (REGION	6V)			
Status Histor	Ľ							
				ase Closed				

Мар Кеу	Number Records		Direction	Distance (mi/ft)	Elev/Diff (ft)	Site		DB
Status: Status Date:			Open - Case Bo 1990-04-02 00:					
LUST Cleanu	ip Sites fro	<u>m GeoTra</u>	cker Search - R	egulatory Profile	e(as of Apr 9, 20	<u>19)</u>		
Site Facility / Site Facility Cleanup Stat Project Statu Potential CO WDR Place 1 WDR File:	Type: tus: is: iC:	LUST CI	PROPERTIES LEANUP SITE ETED - CASE CL ITED	OSED			46401 80TH ST LANCASTER 93536 LOS ANGELES	
WDR Order: File Location Designated I Project Over Report Link: Cleanup Stat Cleanup Hist Potential Me	Beneficial U sight Agen tus Detail: tory Link: dia of Conc	cies: :ern:	COMPLETED -	r.waterboards.ca CASE CLOSED		•	Г0603700243 bbal_id=T0603700243&tabname=reç	gulatoryhistory
User Defined DWR GW Su Calwater Wa Post Closure Future Land	b Basin: tershed Na Site Mana Use:	me: gement:	Antelope Valley Antelope - Land	aster (626.50)				
Cleanup Ove		ncies:	CASEWORKER	COUNTY (LEAE C Manual Regala VQCB (REGION C JEHIEL CASS	ido 6V) - CASE #: 6B	1900146T		
Site History:								
LUST Cleanu	<u>ıp Sites fro</u>	<u>m GeoTra</u>	cker Search - C	eanup Status Hi	istory(as of Apr	<u>9, 2019)</u>		
Status: Date :			Open - Case B 4/2/1990	egin Date				
<i>Status:</i> Date :			Completed - Ca 4/2/1990	se Closed				
LUST Cleanu	ip Sites fro	m GeoTra	cker Search - R	egulatory Activit	ties(as of Apr 9, :	<u>2019)</u>		
Action Type: Action Date:			Leak Action 4/2/1990					
Received Iss Action: Doc Link: Title Descrip		ents:	Leak Reported					
<u>9</u>	1 of 1		NE	0.00 / 17.71	2,392.21 / -36	Southern 70th St at Rosamon	•	CHMIRS
Control No: Notified Date County: URL:	e Time:	Kern Co	unty		Notified I Year:	Date:	9/21/200009:31:22 PM 2000	

#### California Hazardous Material Incident Report System (as of 1997 to 2005)

32

Map Key	Number Records		Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Contained: Substance: Incident Date. No of Injuries No of Fatals: No of Evacs: Cleanup: Water: Water Way: City: County: Zip: Site: Admin Agenc Location: Description:		70th St at Holic	onmental Health S lay causing transform		0 0 10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	
<u>10</u>	1 of 1	NNW	0.00 / 20.81	2,459.16 / 31	9171 W ROSAMOND BLVD ROSAMOND CA 93560	CDL
Clue: Date: County: Lab Type: Lab Type Des	scription:	2000-10-145 10/29/2000 KERN L Illegal Drug Lat stored.	o - location where	an illegal drug lab	o was operated or drug lab equipmen	t and/or materials were
<u>11</u>	1 of 2	S	0.01 / 47.18	2,423.43 / -5	49317 80TH ST. WEST LANCASTER CA 93534	CDL
Clue: Date: County: Lab Type: Lab Type Des	scription:	1996-02-060 2/15/1996 LOS ANGELES L Illegal Drug Lat stored.		an illegal drug lab	o was operated or drug lab equipmen	t and/or materials were
<u>11</u>	2 of 2	S	0.01 / 47.18	2,423.43 / -5	ATENOGENES ORTEGA 49317 80TH STREET WEST LANCASTER CA 935340000	HAZNET
SIC Code: NAICS Code: EPA ID: Create Date: Fac Act Ind: Inact Date: County Code: County Name: Mail Name: Mailing Addr Mailing Addr Owner Fax:	: :: 1:	CLU960004040 2/21/1996 No 6/19/2002 19 Los Angeles DTSC CLU/ERU		Mailing C Mailing S Mailing Z Region C Owner Na Owner A Owner A Owner Ci Owner St Owner Ph	tate:     CA       ip:     958120806       ode:     3       ame:        idr 1:        idr 2:        ty:        ate:     99       p:	
Contact Infor	mation					
Contact Name	e:	DTSC EMERG	ENCY RESPONS	SE UNIT		

Map Key	Number Records		Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Phone:			9163233600				
Tanner Infor 	rmation						
Generator E Generator C Generator C	County Code:		CLU960004040 19 Los Angeles				
TSD EPA ID TSD County TSD County	Code:		AZD049318009 99 Unknown				
State Waste	Code: Code Desc.	:	551 Laboratory waste H01	chemicals			
Method Des Tons: Year:			Transfer station 0.04 1996				
<u>12</u>	1 of 1		S	0.01 / 50.78	2,425.64 / -2	49913 80TH ST WEST LANCASTER CA 93536	CDL
Clue: Date: County:			2001-05-129 5/17/2001 LOS ANGELES				
Lab Type: Lab Type De	escription:		A Abandoned Drug were abandoned.		cation away from	an actual illegal drug lab where drug	lab waste and/or equipment
<u>13</u>	1 of 1		S	0.12 / 607.36	2,403.06 / -25	TIMBER PROPERTIES 46400 80TH ST LANCASTER CA 93536	LUST
Global ID: Status:			ETED - CASE CLO	SED	County: Latitude:		
Status Date: Case Type: Date Source			-02 00:00:00 _EANUP SITE LUST Cleanup Si Download	ites from GeoTr	Longitud acker Search; LU	le: -118.270065	Cleanup Sites Data
LUST Clean	up Sites fror	n GeoTra	cker Cleanup Site	es Data Downlo	oad - Facilities D	etail	
RB Case No Local Case I	No:	6B19001			Potential How Disc	covered:	
Begin Date: Lead Agenc Local Agenc CUF Case:	y:	LOS AN	-02 00:00:00 GELES COUNTY GELES COUNTY		Stop Met Stop Des Case Wo File Loca	cription: rker:	
Potential Me	edia of Conce ered Descrip	ern:	Soil				
		e:	Antelope - Lanca Antelope Valley (				
Regulatory	<u>Activity</u>						
Action Type Date :			ENFORCEMENT 2010-07-21 00:00 Closure/No Eurth	0:00			

Action Type:	ENFORCEMENT

Closure/No Further Action Letter

Action:

	Number Records		Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	D
Date :			2009-03-26 00:0				
Action:			Clean Up Fund -	Letter to RP			
Action Type:			Other				
Date :			1990-04-02 00:0	0:00			
Action:			Leak Reported				
Regulatory Co.	ntacts						
Contact Type:		Regiona	al Board Casework	er	Address:		15095 Armagosa Road, Building 2, Suite 210
Contact Name:	:	JEHIEL			Email:		jehiel.cass@waterboards.ca.gov
City: Organization N	Name:	VICTOR		QCB (REGION 6	Phone No √)	):	7602412434
Contact Type:		Local Ad	gency Caseworker		Address:		
Contact Name:	:		Regalado		Email:		mregalado@dpw.lacounty.gov
City:		Palmdal			Phone No	):	
Organization N	Name:		LOS ANGELES	COUNTY			
<u>Status History</u>	,						
Status:			Open - Case Be	gin Date			
Status. Status Date:			1990-04-02 00:0				
Status:			Completed - Cas	se Closed			
Status Date:			1990-04-02 00:0				
			acher Search - Ne	egulatory Profile(	as of Apr 9, 201	<u>(9)</u>	
Site Facility Na Site Facility Ty Cleanup Status	ame: /pe: s:	TIMBER LUST C	R PROPERTIES LEANUP SITE ETED - CASE CLO		Address: City: Zip:	( <u>9)</u>	46400 80TH ST LANCASTER 93536 LOS ANGELES
Site Facility Na Site Facility Ty Cleanup Status Project Status:	ame: /pe: s: :	TIMBER LUST C COMPL	R PROPERTIES LEANUP SITE ETED - CASE CLO		Address: City: Zip: County:	-	LANCASTER
Site Facility Na Site Facility Ty Cleanup Status Project Status Potential COC	ame: /pe: s: :	TIMBER LUST C	R PROPERTIES LEANUP SITE ETED - CASE CLO		Address: City: Zip: County: CUF Clair	-	LANCASTER 93536
Site Facility Na Site Facility Ty Cleanup Status Project Status Potential COC: WDR Place Ty WDR File:	ame: /pe: s: :	TIMBER LUST C COMPL	R PROPERTIES LEANUP SITE ETED - CASE CLO		Address: City: Zip: County: CUF Clair	n: rity Assig:	LANCASTER 93536
Site Facility Na Site Facility Ty Cleanup Status Project Status Potential COC WDR Place Ty WDR File: WDR Order:	ame: /pe: s: :	TIMBER LUST C COMPL	R PROPERTIES LEANUP SITE ETED - CASE CLO		Address: City: Zip: County: CUF Clain CUF Prior	n: rity Assig:	LANCASTER 93536
Site Facility Na Site Facility Ty Cleanup Status Project Status Potential COC WDR Place Ty WDR File: WDR Order: File Location:	ame: /pe: s: : : pe:	TIMBER LUST C COMPL NOT LIS	R PROPERTIES LEANUP SITE ETED - CASE CLO	DSED	Address: City: Zip: County: CUF Clain CUF Prior	n: rity Assig:	LANCASTER 93536
Site Facility Na Site Facility Ty Cleanup Status Project Status Potential COC WDR Place Ty WDR File: WDR Order: File Location: Designated Be	ame: /pe: s: : : pe: eneficial Us	TIMBER LUST C COMPL NOT LIS	R PROPERTIES LEANUP SITE ETED - CASE CLO	DSED	Address: City: Zip: County: CUF Clain CUF Prior	n: rity Assig:	LANCASTER 93536
Site Facility Na Site Facility Ty Cleanup Status Project Status Potential COC WDR Place Ty WDR File: WDR Order: File Location: Designated Be Project Oversig	ame: /pe: s: : : pe: eneficial Us	TIMBER LUST C COMPL NOT LIS	R PROPERTIES LEANUP SITE ETED - CASE CLO STED MUN, AGR, IND	DSED	Address: City: Zip: County: CUF Clain CUF Prion CUF Amo	n: rity Assig: unt Paid:	LANCASTER 93536 LOS ANGELES
Site Facility Na Site Facility Ty Cleanup Status Project Status Potential COC: WDR Place Ty WDR File: WDR Order: File Location: Designated Be Project Oversig Report Link: Cleanup Status	ame: /pe: s: : pe: eneficial Us ght Agenc s Detail:	TIMBER LUST C COMPL NOT LIS	R PROPERTIES LEANUP SITE ETED - CASE CLO STED MUN, AGR, IND http://geotracker COMPLETED -	, FRSH .waterboards.ca.g CASE CLOSED A	Address: City: Zip: County: CUF Clain CUF Priod CUF Amo ov/profile_report S OF 4/2/1990	n: rity Assig: unt Paid: ?global_id=T	LANCASTER 93536 LOS ANGELES 70603700242
Site Facility Na Site Facility Ty Cleanup Status Project Status Potential COC WDR Place Ty WDR File: WDR Order: File Location: Designated Be Project Oversig Report Link: Cleanup Status Cleanup Histol	ame: /pe: s: : pe: eneficial Us ght Agenc s Detail: ry Link:	TIMBER LUST C COMPL NOT LIS se: ies:	R PROPERTIES LEANUP SITE ETED - CASE CLO STED MUN, AGR, IND http://geotracker COMPLETED - http://geotracker	, FRSH .waterboards.ca.g CASE CLOSED A	Address: City: Zip: County: CUF Clain CUF Priod CUF Amo ov/profile_report S OF 4/2/1990	n: rity Assig: unt Paid: ?global_id=T	LANCASTER 93536 LOS ANGELES 70603700242
Site Facility Na Site Facility Ty Cleanup Status Project Status Potential COC WDR Place Ty WDR File: WDR Order: File Location: Designated Be Project Oversig Report Link: Cleanup Status Cleanup Histol Potential Media	ame: /pe: s: : pe: eneficial Us ght Agenc s Detail: ry Link: a of Conce	TIMBER LUST C COMPL NOT LIS se: ies:	R PROPERTIES LEANUP SITE ETED - CASE CLO STED MUN, AGR, IND http://geotracker COMPLETED -	, FRSH .waterboards.ca.g CASE CLOSED A	Address: City: Zip: County: CUF Clain CUF Priod CUF Amo ov/profile_report S OF 4/2/1990	n: rity Assig: unt Paid: ?global_id=T	LANCASTER 93536 LOS ANGELES 70603700242
Site Facility Na Site Facility Ty Cleanup Status: Project Status: Potential COC: WDR Place Ty WDR Place Ty WDR Order: File Location: Designated Be Project Oversi Report Link: Cleanup Status Cleanup Histon Potential Media User Defined E	ame: /pe: s: : pe: eneficial Us eneficial Us ght Agenc s Detail: ry Link: a of Conce Beneficial (	TIMBER LUST C COMPL NOT LIS se: ies:	R PROPERTIES LEANUP SITE ETED - CASE CLO STED MUN, AGR, IND http://geotracker COMPLETED - 1 http://geotracker SOIL	, FRSH waterboards.ca.g CASE CLOSED A waterboards.ca.g	Address: City: Zip: County: CUF Clain CUF Priod CUF Amo ov/profile_report S OF 4/2/1990	n: rity Assig: unt Paid: ?global_id=T	LANCASTER 93536 LOS ANGELES 70603700242
Site Facility Na Site Facility Ty Cleanup Status: Project Status: Potential COC: WDR Place Ty WDR File: WDR Order: File Location: Designated Be Project Oversig Report Link: Cleanup Status Cleanup Histon Potential Media User Defined E DWR GW Sub	ame: /pe: s: : pe: eneficial Us eneficial Us ght Agenc s Detail: ry Link: a of Conce Beneficial ( Basin:	TIMBER LUST C COMPL NOT LIS se: ies: ern: Use:	R PROPERTIES LEANUP SITE ETED - CASE CLO STED MUN, AGR, IND http://geotracker COMPLETED - http://geotracker	DSED , FRSH .waterboards.ca.g CASE CLOSED A .waterboards.ca.g (6-044)	Address: City: Zip: County: CUF Clain CUF Priod CUF Amo ov/profile_report S OF 4/2/1990	n: rity Assig: unt Paid: ?global_id=T	LANCASTER 93536 LOS ANGELES 70603700242
Site Facility Na Site Facility Ty Cleanup Status: Project Status: Potential COC: WDR Place Ty WDR File: WDR Order: File Location: Designated Be Project Oversig Report Link: Cleanup Status Cleanup Histor Potential Media User Defined E DWR GW Sub Calwater Wate	ame: /pe: s: pe: pe: eneficial Us ght Agenc s Detail: ry Link: a of Conce Beneficial I Basin: rshed Nan	TIMBER LUST C COMPL NOT LIS se: ies: ern: Use: ne:	R PROPERTIES LEANUP SITE ETED - CASE CLO STED MUN, AGR, IND http://geotracker COMPLETED - http://geotracker SOIL Antelope Valley	DSED , FRSH .waterboards.ca.g CASE CLOSED A .waterboards.ca.g (6-044)	Address: City: Zip: County: CUF Clain CUF Priod CUF Amo ov/profile_report S OF 4/2/1990	n: rity Assig: unt Paid: ?global_id=T	LANCASTER 93536 LOS ANGELES 70603700242
Site Facility Na Site Facility Ty Cleanup Status: Project Status: Potential COC: WDR Place Ty WDR Place Ty WDR Order: File Location: Designated Be Project Oversig Report Link: Cleanup Status Cleanup Histon Potential Media User Defined E DWR GW Sub Calwater Wate Post Closure S Future Land U	ame: /pe: s: : pe: eneficial Us ght Agenc s Detail: ry Link: a of Conce Beneficial ( Basin: orshed Nan Site Manag se:	TIMBER LUST C COMPL NOT LIS se: ies: ies: use: use: me: mement:	R PROPERTIES LEANUP SITE ETED - CASE CLO STED MUN, AGR, IND http://geotracker COMPLETED - http://geotracker SOIL Antelope Valley Antelope - Lanca	DSED , FRSH .waterboards.ca.g CASE CLOSED A .waterboards.ca.g (6-044) aster (626.50)	Address: City: Zip: County: CUF Clain CUF Priod CUF Amo ov/profile_report S OF 4/2/1990	n: rity Assig: unt Paid: ?global_id=T	LANCASTER 93536 LOS ANGELES 70603700242
Site Facility Na Site Facility Ty Cleanup Status: Project Status: Potential COC: WDR Place Ty WDR Place Ty WDR Order: File Location: Designated Be Project Oversig Report Link: Cleanup Status Cleanup Histon Potential Media User Defined E DWR GW Sub Calwater Wate Post Closure S Future Land U	ame: /pe: s: : pe: eneficial Us ght Agenc s Detail: ry Link: a of Conce Beneficial ( Basin: orshed Nan Site Manag se:	TIMBER LUST C COMPL NOT LIS se: ies: ies: use: use: me: mement:	R PROPERTIES LEANUP SITE ETED - CASE CLO STED MUN, AGR, IND http://geotracker COMPLETED - http://geotracker SOIL Antelope Valley Antelope - Lanca LOS ANGELES CASEWORKER LAHONTAN RW	, FRSH .waterboards.ca.g CASE CLOSED A .waterboards.ca.g (6-044) aster (626.50) COUNTY (LEAD) : Manual Regalad /QCB (REGION 6)	Address: City: Zip: County: CUF Clain CUF Priod CUF Amo ov/profile_report S OF 4/2/1990 ov/profile_report	n: rity Assig: unt Paid: ?global_id=T _include?glo	LANCASTER 93536 LOS ANGELES 70603700242
Site Facility Na Site Facility Ty Cleanup Status Project Status Potential COC: WDR Place Ty WDR Order: File Location: Designated Be Project Oversig Report Link: Cleanup Status Cleanup Status Cleanup Histon Potential Media User Defined E DWR GW Sub Calwater Wate Post Closure S Future Land Us Cleanup Overs	ame: /pe: s: : pe: eneficial Us ght Agenc s Detail: ry Link: a of Conce Beneficial ( Basin: orshed Nan Site Manag se:	TIMBER LUST C COMPL NOT LIS se: ies: ies: use: use: me: mement:	R PROPERTIES LEANUP SITE ETED - CASE CLO STED MUN, AGR, IND http://geotracker COMPLETED - http://geotracker SOIL Antelope Valley Antelope - Lanca LOS ANGELES CASEWORKER	, FRSH .waterboards.ca.g CASE CLOSED A .waterboards.ca.g (6-044) aster (626.50) COUNTY (LEAD) : Manual Regalad /QCB (REGION 6)	Address: City: Zip: County: CUF Clain CUF Priod CUF Amo ov/profile_report S OF 4/2/1990 ov/profile_report	n: rity Assig: unt Paid: ?global_id=T _include?glo	LANCASTER 93536 LOS ANGELES 70603700242
Site Facility Na Site Facility Ty Cleanup Status Project Status: Potential COC: WDR Place Ty WDR Place Ty WDR Order: File Location: Designated Be Project Oversi Report Link: Cleanup Status Cleanup Histon Potential Media User Defined E DWR GW Sub Calwater Wate Post Closure S Future Land Us Cleanup Overs Site History:	ame: /pe: s: : pe: eneficial Us ght Agenc s Detail: ry Link: a of Conce Baneficial ( Basin: rshed Nan Site Manag se: sight Agen	TIMBER LUST C COMPL NOT LIS se: ies: ies: use: use: me: mement:	R PROPERTIES LEANUP SITE ETED - CASE CLO STED MUN, AGR, IND http://geotracker COMPLETED - http://geotracker SOIL Antelope Valley Antelope - Lanca LOS ANGELES CASEWORKER LAHONTAN RW	, FRSH .waterboards.ca.g CASE CLOSED A .waterboards.ca.g (6-044) aster (626.50) COUNTY (LEAD) : Manual Regalad /QCB (REGION 6)	Address: City: Zip: County: CUF Clain CUF Priod CUF Amo ov/profile_report S OF 4/2/1990 ov/profile_report	n: rity Assig: unt Paid: ?global_id=T _include?glo	LANCASTER 93536 LOS ANGELES 70603700242
Site Facility Na Site Facility Ty Cleanup Status: Project Status: Potential COC: WDR Place Ty WDR File: WDR Order: File Location: Designated Be Project Oversig Report Link: Cleanup Status Cleanup Histor Potential Media User Defined E DWR GW Sub Calwater Wate Post Closure S Future Land Us Cleanup Overs Site History: No site history a	ame: /pe: s: pe: pe: eneficial Us ght Agenc s Detail: ry Link: a of Conce Basin: ry Link: a of Conce Basin: rshed Nan Site Manag se: sight Agen available	TIMBER LUST C COMPL NOT LIS se: ies: use: use: ne: rement: cies:	R PROPERTIES LEANUP SITE ETED - CASE CLO STED MUN, AGR, IND http://geotracker COMPLETED - ' http://geotracker SOIL Antelope Valley Antelope Valley Antelope - Lanca LOS ANGELES CASEWORKER LAHONTAN RW CASEWORKER	DSED , FRSH .waterboards.ca.g CASE CLOSED A .waterboards.ca.g (6-044) aster (626.50) COUNTY (LEAD) : Manual Regalad 'QCB (REGION 6' : JEHIEL CASS	Address: City: Zip: County: CUF Clain CUF Priod CUF Amo ov/profile_report S OF 4/2/1990 ov/profile_report	n: <sup>;</sup> ity Assig: unt Paid: ?global_id=T _include?glo	LANCASTER 93536 LOS ANGELES 70603700242
Site Facility Na Site Facility Ty Cleanup Status: Project Status: Potential COC: WDR Place Ty WDR File: WDR Order: File Location: Designated Be Project Oversig Report Link: Cleanup Status Cleanup Status Cleanup Histor Potential Media User Defined E DWR GW Sub Calwater Wate Post Closure S Future Land Us Cleanup Overs Site History: No site history a	ame: /pe: s: pe: pe: eneficial Us ght Agenc s Detail: ry Link: a of Conce Basin: ry Link: a of Conce Basin: rshed Nan Site Manag se: sight Agen available	TIMBER LUST C COMPL NOT LIS se: ies: use: use: ne: rement: cies:	R PROPERTIES LEANUP SITE ETED - CASE CLO STED MUN, AGR, IND http://geotracker COMPLETED - http://geotracker SOIL Antelope Valley Antelope - Lanca LOS ANGELES CASEWORKER LAHONTAN RW CASEWORKER	DSED , FRSH .waterboards.ca.g CASE CLOSED A .waterboards.ca.g (6-044) aster (626.50) COUNTY (LEAD) : Manual Regalad 'QCB (REGION 6' : JEHIEL CASS	Address: City: Zip: County: CUF Clain CUF Priod CUF Amo ov/profile_report S OF 4/2/1990 ov/profile_report	n: <sup>;</sup> ity Assig: unt Paid: ?global_id=T _include?glo	LANCASTER 93536 LOS ANGELES 70603700242
Site Facility Na Site Facility Ty Cleanup Status: Potential COC: WDR Place Ty WDR File: WDR Order: File Location: Designated Be Project Oversig Report Link: Cleanup Status Cleanup Histor Potential Media User Defined E DWR GW Sub Calwater Wate Post Closure S Future Land Us Cleanup Overs Site History: No site history a	ame: /pe: s: pe: pe: eneficial Us ght Agenc s Detail: ry Link: a of Conce Basin: ry Link: a of Conce Basin: rshed Nan Site Manag se: sight Agen available	TIMBER LUST C COMPL NOT LIS se: ies: use: use: ne: rement: cies:	R PROPERTIES LEANUP SITE ETED - CASE CLO STED MUN, AGR, IND http://geotracker COMPLETED - ' http://geotracker SOIL Antelope Valley Antelope Valley Antelope - Lanca LOS ANGELES CASEWORKER LAHONTAN RW CASEWORKER	DSED , FRSH .waterboards.ca.g CASE CLOSED A .waterboards.ca.g (6-044) aster (626.50) COUNTY (LEAD) : Manual Regalad 'QCB (REGION 6' : JEHIEL CASS	Address: City: Zip: County: CUF Clain CUF Priod CUF Amo ov/profile_report S OF 4/2/1990 ov/profile_report	n: <sup>;</sup> ity Assig: unt Paid: ?global_id=T _include?glo	LANCASTER 93536 LOS ANGELES
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## LUST Cleanup Sites from GeoTracker Search - Regulatory Activities(as of Apr 9, 2019)

Action Type:	Other Regulatory Actions
Action Date:	7/21/2010
Received Issue Date:	7/21/2010
Action:	Closure/No Further Action Letter
Doc Link:	
Title Description Comments:	

Action Type:	Other Regulatory Actions
Action Date:	3/26/2009
Received Issue Date:	3/26/2009
Action:	Clean Up Fund - Letter to RP
Doc Link:	
Title Description Comments:	

5-Year Review Summary

Action Type:	Leak Action
Action Date:	4/2/1990
Received Issue Date:	
Action:	Leak Reported
Doc Link:	
Title Description Comments:	

<u>14</u>	1 of 3	NNE	0.12 / 608.19	2,406.68 / -21	ENGINEERI	ROSAMOND BLVD	CERS HAZ
Site ID: Latitude: Longitude:		91697 34.864000 -118.261900					
<u>Regulated F</u>	Programs						
El Descripti	on:	Chemical Storage Facilitie	S	EI ID:		10236838	
El Descripti	on:	Hazardous Waste Genera	tor	EI ID:		10236838	
<u>Violations</u>							
Violation Da Violation Pr Citation: Violation No	ogram:	03/31/2015 HMRRP HSC 6.95 25508	3(a)(1) - California	Violation Violation Violation Niolation	Division:	CERS Kern County Env Health Services D ter 6.95, Section(s) 25508(a)(1)	epartment
	Returned to compliance on 03/31/2015. The operator has not submitted a complete Emergency Response Plan in CERS. The operator completed the form and submitted in CERS. Violation corrected on site. No further action required.						

## Violation Description:

Failure to establish and electronically submit an adequate emergency response plan and procedures for a release or threatened release of a hazardous material.

## **Violations**

Violation Date:	03/31/2015	Violation Source:	CERS
Violation Program:	HMRRP	Violation Division:	Kern County Env Health Services Department

Мар Кеу	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Citation: Violation Not	tes:	HSC 6.95 2550	3(a)(1) - California	a Health and Safe	ety Code, Chapter 6.95, Section(s) 25508(a)(1)	

Returned to compliance on 04/06/2015. The operator has not submitted a Site Map in CERS. Please submit a Site Map in CERS.

#### Violation Description:

Failure to complete and electronically submit a site map with all required content.

#### **Violations**

 Violation Date:
 03/31/2015
 Violation Source:
 CERS

 Violation Program:
 HMRP
 Violation Division:
 Kern County Env Health Services Department

 Citation:
 HSC 6.95 25508(a)(1) - California Health and Safety Code, Chapter 6.95, Section(s) 25508(a)(1)

 Violation Notes:
 Violation Source:

Returned to compliance on 03/31/2015. The hazardous materials inventory previously submitted in CERS was incorrect. The operator revised the inventory and submitted in CERS. Violation corrected on site. No further action required.

#### Violation Description:

Failure to complete and electronically submit hazardous material inventory information for all reportable hazardous materials on site at or above reportable quantities.

## Violations

Violation Date:	03/31/2015	Violation Source:	CERS
Violation Program:	HMRRP	Violation Division:	Kern County Env Health Services Department
Citation:	HSC 6.95 25508(a)(1) - Ca	lifornia Health and Safety Code, Chap	oter 6.95, Section(s) 25508(a)(1)
Violation Notes:			

Returned to compliance on 03/31/2015. The operator had not submitted an Employee Training Plan in CERS. The operator completed an Employee Training Plan and submitted in CERS. Violation corrected on site. No further action required.

#### Violation Description:

Failure to establish and electronically submit an adequate training program in safety procedures in the event of a release or threatened release of a hazardous material.

## **Enforcements**

Enf Action Date:	03/31/2015	Enf Action Program:	HMRRP
Enf Action Type:	Notice of Violation (Unified Program)	Enf Action Source:	CERS
Enf Action Division:	Kern County Env Health Services Dep	artment	
Enf Action Description:	Notice of Violation Issued by the Inspe	ctor at the Time of Inspection	on
Enf Action Notes:			

### **Evaluations**

Eval Date:	03/31/2015
Violations Found:	No
Eval General Type:	Other/Unknown
Eval Type:	Other, not routine, done by local agency
Eval Division:	Kern County Env Health Services Department
Eval Program:	HMRRP
Eval Source:	CERS
Eval Notes:	

Drive time back from Rosamond.; Note: data in [EVAL Notes] field for some records is truncated from the source.

Eval Date:

03/06/2018

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site DB
Violations F Eval Genera Eval Type: Eval Divisio Eval Progra Eval Source Eval Notes:	l Type: n: m:	Routine done b	aluation Inspection y local agency w Health Services		
Eval Date: Violations F Eval Genera Eval Type: Eval Divisio Eval Progra Eval Source Eval Notes:	l Type: n: m:	Routine done b	aluation Inspection y local agency iv Health Services		
Eval Date: Violations F Eval Genera Eval Type: Eval Divisio Eval Progra Eval Source Eval Notes:	I Туре: n: m:		he, done by local a w Health Services	0 ,	
	has completed the ncated from the sou		the California Env	vironmental Repo	orting System (CERS).; Note: data in [EVAL Notes] field for some

Eval Date: Violations Found: Eval General Type: Eval Type: Eval Division: Eval Program: Eval Source: Eval Notes:

Eval Date: Violations Found: Eval General Type: Eval Type: Eval Division: Eval Program: Eval Source: Eval Notes: 03/31/2015 No Compliance Evaluation Inspection Routine done by local agency Kern County Env Health Services Department HW CERS

Kern County Env Health Services Department

**Compliance Evaluation Inspection** 

Routine done by local agency

## **Affiliations**

Affil Type Desc: Entity Name: Entity Title: Address: City: State: Country: Zip Code: Phone:

Affil Type Desc: Entity Name: Entity Title: Address: City: CUPA District Kern County Environmental Health Services Departme 2700 M Street, Suite 300

Bakersfield CA

93301-2370 (661) 862-8740

03/31/2015

Yes

HMRRP

CERS

Facility Mailing Address Mailing Address

PO BOX 749 TEHACHAPI

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	D
State:		CA				
Country: Zip Code: Phone:		93581				
Affil Type Des Entity Name:	sc:	Property Owner Jay & Dianne E				
Entity Title: Address: City:		PO Box 749 Tehachapi				
State: Country:		CA United States				
Zip Code: Phone:		93581 (661) 822-0848				
Affil Type Des Entity Name: Entity Title: Address: City: State: Country: Zip Code: Phone:	5C:	Document Prep Dianne Eshbacl				
Affil Type Des Entity Name: Entity Title:	5C:	Environmental ( DIANNE ESHB				
Address: City:		P O BOX 749 TEHACHAPI				
State: Country: Zip Code: Phone:		CA 93581-0749				
Affil Type Des Entity Name: Entity Title: Address: City: State: Country: Zip Code: Phone:	5C:	Parent Corpora AMERICAN PE	tion RFORMANCE E	NGINEERING		
Affil Type Des Entity Name: Entity Title: Address: City: State: Country:	sc:	Identification Sig Dianne Eshbac CFO	gner h			
Zip Code: Phone:						
Affil Type Des Entity Name: Entity Title: Address: City: State: Country:	sc:	Operator JAY AND DIAN	NE ESHBACH			
Zip Code: Phone:		(661) 822-0848				
Affil Type Des Entity Name: Entity Title:	SC:	Legal Owner JAY AND DIAN	NE ESHBACH			
Address:		PO BOX 749				

Map Key	Number Records		tion Distance (mi/ft)	Elev/Diff (ft)	Site		DB
City: State: Country: Zip Code: Phone:		TEHAC CA United 93581- (661) 8	States				
<u>14</u>	2 of 3	NNE	0.12 / 608.19	2,406.68 / -21	ENGINEEF 7347 WES	T ROSAMOND BLVD T ROSAMOND BLVD	KERN CUP
Facility ID: Mailing Add Mailing Add Mailing City	ress 2:	FA0027491 PO BOX 749 TEHACHAPI		CERS IL Mailing Mailing	State:	10236838 CA 93581	
<u>Detail(s)</u>							
Billing Statı Current Insı HMIRRP Du Report Soui	pection Dt: e Date:	Active, billable 3/1/2021 1/31/2013 CUPA	· Hazardous Material Bu	Progran Employ		CB1T BUS PLAN SMALL LOW BLAIR	RISK 1 UNIT
<u>14</u>	3 of 3	NNE	0.12 / 608.19	2,406.68 / -21	ENGINEEF 7347 W RC	N PERFORMANCE RING DSAMOND BLVD ND CA 93560	RCRA NON GEN
EPA Handle Gen Status Contact Nar Contact Add Contact Pho Contact Em Contact Cou County Nan EPA Region Land Type: Receive Dat	Universe: ne: dress: one No and I ail: untry: ne: :	No Rep JAY OF PO BO Ext: 661-25	R DIANNE ESHBACH X 749 , , TEHACHAPI , 6-7309 E@APERACEPARTS.C				
Violation/Ev	aluation Sul	mmary					
Note:			CORDS: As of June 20 <sup>°</sup> ated with this facility (EP		ompliance Mon	itoring and Enforcement (viol	ation) records
Handler Sur	nmary						
Importer Ac Mixed Wast Transporter Transfer Fau Onsite Burn Furnace Exe Undergroun Commercial Used Oil Tra Used Oil Tra Used Oil Re Used Oil Bu Used Oil Bu	e Generator: Activity: cility: er Exemptio emption: d Injection A TSD: ansporter: ansfer Facili ocessor: finer: rner:	Yes No No Activity: No Activity: No No ty: No No No : No					

## Hazardous Waste Handler Details

PERFORMANCE ENGINEERING

## **Owner/Operator Details**

Owner/Operator Ind: Type: Name:	Current Operator Other JAY OR DIANNE ESHBACH	Street No: Street 1: Street 2:	PO BOX 749
Date Became Current: Date Ended Current:		City: State:	TEHACHAPI CA
Phone:	661-256-7309	Country:	
Source Type:	Implementer	Zip Code:	93581
Owner/Operator Ind: Type:	Current Owner Other	Street No: Street 1:	PO BOX 749
Name:	AMERICAN PERFORMANCE ENGINEERIN	Street 2:	
Date Became Current:		City:	TEHACHAPI
Date Ended Current:		State:	CA
Phone:	661-822-0848	Country:	
Source Type:	Implementer	Zip Code:	93581

<u>15</u> 1 of 1	SS	E 0.12 / 609.15	2,419.76 / -8	TAPIA BROS, INC. 8425 WEST AVE A ROSAMOND CA 93560	RCRA NON GEN
EPA Handler ID: Gen Status Univers Contact Name:	se: No FEL	_000258768 Report .IX A. TAPIA-MANAGER	-		
Contact Address: Contact Phone No a Contact Email:	and Ext: 818	1 HAYVENHURST AVE -905-6155 PIAFARM@GMAIL.COM	,	ST AVE. , ENCINO , CA, 91436	1
Contact Country: County Name: EPA Region:	KEF 09	RN			
Land Type: Receive Date:	200	20906			

#### Violation/Evaluation Summary

Note:

NO RECORDS: As of June 2019, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

#### Handler Summary

Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	Yes
Transfer Facility:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Injection Activity:	No
Commercial TSD:	No
Used Oil Transporter:	No
Used Oil Transfer Facility:	No
Used Oil Processor:	No
Used Oil Refiner:	No
Used Oil Burner:	No
Used Oil Market Burner:	No

	lumber of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	
Used Oil Spec M	larketer:	No				
Hazardous Wasi	te Handler Detai	ls				
Sequence No: Receive Date: Handler Name: Generator Statu Source Type:	s Universe:	1 20020906 TAPIA BROS, No Report Implementer	INC.			
<u>Owner/Operator</u>	Details					
Owner/Operator	Ind: Curren	t Operator		Street No:		
Туре:	Other			Street 1:		5251 HAYVENHURST AVE
Name:		A. TAPIA-MANAG	ER	Street 2:		5251 HAYVENHURST AVE
Date Became Cu				City:		ENCINO
Date Ended Cur				State:		CA
Phone:	818-90			Country:		
Source Type:	Implem	nenter		Zip Code:		91436
Owner/Operator	Ind: Curren	t Owner		Street No:		
Type:	Other			Street 1:		5251 HAYVENHURST AVE
Name:	TAPIA	BROS. INC		Street 2:		
Data Basama C.				City		ENCINO

Other	Street 1:	5251 HAYVENHURS
TAPIA BROS. INC	Street 2:	
:	City:	ENCINO
	State:	CA
818-905-6155	Country:	
Implementer	Zip Code:	91436-0000
	TAPIA BROS. INC 818-905-6155	TAPIA BROS. INC Street 2: City: 818-905-6155 Country:

<u>16</u> 1 o	f 1	S	0.17/ 889.62	2,397.72 / -30	ELIZABETH LAYTON 8130 WEST AVENUE E12 LANCASTER CA 93536	RCRA NON GEN
EPA Handler ID: Gen Status Universe:		CAC002995763 No Report				

Gen Status Universe.	No Report
Contact Name:	ELIZABETH LAYTON
Contact Address:	8130 WEST AVENUE E12 , , LANCASTER , CA, 93536 ,
Contact Phone No and Ext:	661-886-5456
Contact Email:	FUENTELIZABE@AOL.COM
Contact Country:	
County Name:	LOS ANGELES
EPA Region:	09
Land Type:	
Receive Date:	20190109

## Violation/Evaluation Summary

Note:

NO RECORDS: As of June 2019, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

## Handler Summary

Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Injection Activity:	No
Commercial TSD:	No
Used Oil Transporter:	No
Used Oil Transfer Facility:	No
Used Oil Processor:	No
Used Oil Refiner:	No

ner: ket Burner: c Marketer: (aste Handl (aste Handl e: e: e: atus Univer	er Details	No No No 1 20190109					
o: : e: atus Univer							
: e: atus Univer	se:						
: e: atus Univer	se:						
atus Univer	se:	20190109					
	'se:	ELIZABETH L	AYTON				
		No Report					
		Implementer					
tor Details							
tor Ind:	Current C	Operator		Street No	):		
		TH LAYTON		Street 1:		0130 WEST AVENUE ETZ	
Current:				City:		LANCASTER	
Current:	004 000	5450		State:		CA	
;						93536	
tor Indi	Current	Whor		Stroot No			
tor ma:		Jwher			):	8130 WEST AVENUE E12	
		TH LAYTON		Street 2:			
Current:				City:		LANCASTER	
Current:				State:		CA	
						00500	
	Implemen	iter		Zip Code	:	93536	
1 of 1		NE	0.21 / 1,108.48	2,408.78 / -19	INC 3221 70Th	I STREET WEST	KERN CUP
					RUSAMUN	ID CA	
	FA00348	61		CERS ID:	•		
	PO BOX	1776					
ess 2:	DOOM			Mailing Z	ïp:	93560	
	ROSAMC	JND					
	Inactive, i	non-billable		Prog Elei	ment Code:	CB1T	
	12/1/2014	4					SK 1 UNIT
			rdaua Matarial Dua			BLAIR	
e:		COPA - Haza	Idous Malerial Bus		<sup>2</sup> ) inventory		
1 of 3		S	0.22 / 1,175.15	2,417.06 / -11	8539 WEST	TAVENUE H	HHSS
		http://geotracl	ker.waterboards.ca	a.gov/ustpdfs/pdf/0	0026836.pdf		
2 of 3		S	0.22 / 1,175.15	2,417.06 / -11			LA HMS
		011444					
		4B					
	ess: ess 2: s: ection Dt: Date: se: 1 of 3	Current: Current: Current: 661-886- itor Ind: Current: Current: 661-886- Current: 661-886- Current: 661-886- Implemer 1 of 1 FA00348 PO BOX ROSAMC S: Inactive, I 2/1/2014 Current: 1 of 3	ELIZABETH LAYTON Current: Current: 661-886-5456 Implementer for Ind: Current: Current: Current: 661-886-5456 Implementer 661-886-5456 Implementer 661-886-5456 Implementer 661-886-5456 Implementer 661-886-5456 Implementer 1 of 1 NE FA0034861 PO BOX 1776 ROSAMOND S: Inactive, non-billable 12/1/2014 Date: Se: CUPA - Hazai 1 of 3 S http://geotrack	ELIZABETH LAYTON Current: Current: 661-886-5456 implementer tor Ind: Current: Current: Current: 661-886-5456 implementer 1 of 1 NE 0.21/ 1,108.48 ESS: FA0034861 ESS: PO BOX 1776 ESS 2: ROSAMOND S: Inactive, non-billable ection Dt: 12/1/2014 Date: Se: CUPA - Hazardous Material Bus 1 of 3 S 0.22/ 1,175.15 http://geotracker.waterboards.ca	ELIZABETH LAYTON       Street 2: City: State:         Current:       661-886-5456         Courrent:       661-886-5456         implementer       Zip Code         ntor Ind:       Current Owner Other       Street Nc         Current:       Current Owner Other       Street Nc         Current:       Current:       Street Nc         Current:       661-886-5456       Country:         Current:       661-886-5456       Country:         Street       1 of 1       NE       0.21 / 2,408.78 / 1,108.48         1 of 1       NE       0.21 / 1,08.48       2,408.78 / 1,108.48         ess:       PO BOX 1776       Mailing Z         ROSAMOND       ROSAMOND       Mailing Z         s:       Inactive, non-billable       Prog Elei Program         ese:       CUPA - Hazardous Material Business Plan (HMBF         1 of 3       S       0.22 / 2,417.06 / 1,175.15         1 of 3       S       0.22 / 2,417.06 / 1,175.15         2 of 3       S       0.22 / 2,417.06 / 1,175.15	ELIZABETH LAYTON       Street 2: City:         Current:       661-886-5456         Courrent:       661-886-5456         implementer       Zip Code:         itor Ind:       Current Owner Other       Street No: Street 1:         itor Ind:       Current Owner Other       Street 2: Current:         i:       ELIZABETH LAYTON       Street 2: Street 2: Current:         i:       G61-886-5456       Country: State:         Current:       661-886-5456       Country: State:         Current:       661-886-5456       Country: State:         fof 1       NE       0.21/ 1,108.48       2,408.78 / -19       DESERT E INC 3221 70TH ROSAMOND         ess:       FA0034861 PO BOX 1776       CERS ID: Mailing State: Mailing Zip:       NE         ess:       PO BOX 1776       Mailing State: Program Element: Employee: CUPA - Hazardous Material Business Plan (HMBP) Inventory         1 of 3       S       0.22/ 1,175.15       2,417.06 / -11       CAMEO RA 8539 WEST LANCASTI         http://geotracker.waterboards.ca.gov/ustpdfs/pdf/00026836.pdf       http://geotracker.waterboards.ca.gov/ustpdfs/pdf/00026836.pdf	ELIZABETH LAYTON     Street 2: City:     LANCASTER City:       Current: Durrent:     661-886-5456     Country: Street 0: Country:     LANCASTER State:       661-886-5456     Country: Courrent: Other     93536       Current: Current:     Current Owner Other     Street No: Street 1: ELIZABETH LAYTON     8130 WEST AVENUE E12       Current: Current:     Current: ELIZABETH LAYTON     Street 2: Street 2: ELIZABETH LAYTON     LANCASTER Country: LANCASTER       Current: Current:     661-886-5456     Country: Implementer     LANCASTER CA       1 of 1     NE     0.21 / 1,108.48     2,408.78 / -19     DESERT EQUIPMENT SERVICES INC 3221 70TH STREET WEST ROSAMOND CA       esss: ess 2:     FA0034861 PO BOX 1776     CERS ID: Mailing State:     CA       rest icon Dt: Date:     Inactive, non-billable     Prog Element Code: Employee: Encloyee: CUPA - Hazardous Material Business Plan (HMBP) Inventory     BUS PLAN SMALL LOW RIS BLAIR       1 of 3     S     0.22 / 1,175.15     2,417.06 / -11     CAMEO RANCHING COMPANY BS38 WEST AVENUE H LANCASTER CA 93534       1 of 3     S     0.22 / 2,417.06 /     CAMEO RANCHING COMPANY BS38 WEST AVENUE H LANCASTER CA 93534

Map Key	Numbe Record		tion Distan (mi/ft)	ce Elev/Di (ft)	ff Site		DB
Detail Info							
Permit No: Permit Cat L Status Code Status Desc Permit Statu Permit Type Permit Type	e: :: is Desc: ::	00003020T Underground Sto REM Equipment Remo Equipment Remo 0 Underg	oved	Peri File File	Name:	REM T 011483 CAMEO RANCHING CO	
<u>18</u>	3 of 3	S	0.22 / 1,175.1	2,417.06 5 -11		RANCHING COMPANY ST AVENUE H TER CA	HIST TANK
Owner Name Owner Stree Owner City: Owner State Owner Zip:	et:	FORREST G. GC 666 WEST AVEN LANCASTER CA 93534		Cou Faci	of Containers: nty: lity State: lity Zip:	2 LOS ANGELES CA 93534	
<u>19</u>	1 of 6	S	0.22 / 1,178.5	2,434.44 9 6	9023 W. A		EMISSIONS
2003 Criteria	a Data						
Facility ID: Facility SIC CO: Air Basin: District: COID: DISN: CHAPIS:	Code:	123402376 8299 19 MD AV LA ANTELOPE VAL	LEY AQMD	CEF TOG ROG COT NO) SOX PM1 PM1	6T: ': (T: T: ':	.0045073 0 .0099587 .0462289 .0005431 .003249 0	
2003 Toxic L	<u>Data</u>						
Facility ID: Facility SIC CO: Air Basin: District: TS: Health Risk Non-Cancer	Asmt:	123402376 8299 19 MD AV <b>az Ind:</b>				LA ANTELOPE VALLEY AQMD	
Non-Cancer	Acute Haz	Ind:					
2004 Criteria	a Data						
Facility ID: Facility SIC CO: Air Basin: District: COID: DISN: CHAPIS:	Code:	123402376 8299 19 MD AV LA ANTELOPE VAL	LEY AQMD	CEF TOO ROO COT NO> SO> PMT PMT	6T: ; ; ; ; ;	.000412335 .000379265733 .000412335 .000412335 .000412335 .000412335 .000412335 .000412335 .0003958416	
<u>2004 Toxic I</u>	Data						

Мар Кеу	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	
Facility ID: Facility SIC Co CO: Air Basin: District: TS: Health Risk A: Non-Cancer C Non-Cancer A	19 MD AV smt: hronic Haz Ind:	2376		COID: DISN: CHAPIS: CERR Cod	le:	LA ANTELOPE VALLEY AQMD
2005 Criteria I	Data					
Facility ID: Facility SIC Co CO: Air Basin: District: COID: DISN: CHAPIS:	19 MD AV LA	2376 _OPE VALLEY AG	amd	CERR Cod TOGT: ROGT: COT: NOXT: SOXT: PMT: PM10T:	le:	.0045073 .00414581454 .0099587 .0462289 .0005431 .003249 .0022743
<u>2005 Toxic Da</u>	<u>ta</u>					
Facility ID: Facility SIC Co CO: Air Basin: District: TS: Health Risk A: Non-Cancer C Non-Cancer A	19 MD AV smt: hronic Haz Ind:	2376		COID: DISN: CHAPIS: CERR Cod	le:	LA ANTELOPE VALLEY AQMD
2006 Criteria I	Data					
Facility ID: Facility SIC Co CO: Air Basin: District: COID: DISN: CHAPIS:	19 MD AV LA	2376 LOPE VALLEY AG	NMD	CERR Cod TOGT: ROGT: COT: NOXT: SOXT: PMT: PM10T:	le:	.0045073 .00314879978 .0099587 .0462289 .0005431 .003249 .0022743
<u>2006 Toxic Da</u>	<u>ta</u>					
Facility ID: Facility SIC Co CO: Air Basin: District: TS: Health Risk A: Non-Cancer C Non-Cancer A	19 MD AV smt: hronic Haz Ind:	2376		COID: DISN: CHAPIS: CERR Cod	le:	LA ANTELOPE VALLEY AQMD
<u>2007 Criteria I</u>	Data					
Facility ID: Facility SIC Co CO: Air Basin: District:	123402 ode: 8299 19 MD AV	2376		CERR Cod TOGT: ROGT: COT: NOXT:	le:	.0045073 .00414581454 .0099587 .0462289

erisinfo.com | Environmental Risk Information Services

Order No: 20190917248

Map Key	Number Records		Distance (mi/ft)	Elev/Diff (ft)	Site		DI
COID: DISN: CHAPIS:		LA ANTELOPE VALLEY AG	QMD	SOXT: PMT: PM10T:		.0005431 .003249 .0022743	
2007 Toxic D	<u>Data</u>						
Facility ID: Facility SIC ( CO: Air Basin: District: TS: Health Risk / Non-Cancer Non-Cancer	Asmt: Chronic Haz			COID: DISN: CHAPIS: CERR Coo	le:	LA ANTELOPE VALLEY AQMD	
2008 Criteria	Data						
Facility ID: Facility SIC ( CO: Air Basin: District: COID: DISN: CHAPIS:	Code:	123402376 8299 19 MD AV LA ANTELOPE VALLEY AG	QMD	CERR Coo TOGT: ROGT: COT: NOXT: SOXT: PMT: PM10T:	le:	.0045073 .00414581454 .0099587 .0462289 .0005431 .003249 .00311904	
2008 Toxic D	<u>Data</u>						
Facility ID: Facility SIC ( CO: Air Basin: District: TS: Health Risk / Non-Cancer Non-Cancer	Asmt: Chronic Haz			COID: DISN: CHAPIS: CERR Coo	le:	LA ANTELOPE VALLEY AQMD	
2009 Criteria	Data						
Facility ID: Facility SIC ( CO: Air Basin: District: COID: DISN: CHAPIS:	Code:	123402376 8299 19 MD AV LA ANTELOPE VALLEY AG	QMD	CERR Cod TOGT: ROGT: COT: NOXT: SOXT: PMT: PM10T:	le:	.0045073 .00414581454 .0099587 .0462289 .0005431 .003249 .00311904	
<u>2009 Toxic D</u>	<u>Data</u>						
Facility ID: Facility SIC ( CO: Air Basin: District: TS: Health Risk / Non-Cancer Non-Cancer	Asmt: Chronic Haz			COID: DISN: CHAPIS: CERR Coo	le:	LA ANTELOPE VALLEY AQMD	

	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site		DE
2010 Toxic Dat	t <u>a</u>						
Facility ID: Facility SIC Co CO: Air Basin: District: TS: Health Risk As Non-Cancer Cl Non-Cancer Ad	19 MD AV smt: hronic Haz Ind:	2376		COID: DISN: CHAPIS: CERR Co	de:	LA ANTELOPE VALLEY AQMD	
<u>2011 Criteria D</u>	<u>ata</u>						
Facility ID: Facility SIC Co CO: Air Basin: District: COID: DISN: CHAPIS:	19 MD AV LA	2376 OPE VALLEY AG	2MD	CERR Cou TOGT: ROGT: COT: NOXT: SOXT: PMT: PM10T:	de:	.0045073 .00414581454 .003249 .00311904	
2011 Toxic Dat	<u>ta</u>						
Facility ID: Facility SIC Co CO: Air Basin: District: TS: Health Risk As Non-Cancer Cl Non-Cancer Ad	19 MD AV smt: hronic Haz Ind:	2376		COID: DISN: CHAPIS: CERR Co	de:	LA ANTELOPE VALLEY AQMD	
<u>2012 Criteria D</u>	<u>ata</u>						
Facility ID: Facility SIC Co CO: Air Basin: District: COID: DISN: CHAPIS:	19 MD AV LA	2376 OPE VALLEY AG	ΩMD	CERR Coo TOGT: ROGT: COT: NOXT: SOXT: PMT: PM10T:	de:	.0045073 .00414581454 .003249 .00311904	
<u>2012 Toxic Dat</u>	<u>ta</u>						
Facility ID: Facility SIC Co CO: Air Basin: District: TS: Health Risk As Non-Cancer Cl Non-Cancer Ad	19 MD AV smt: hronic Haz Ind:	2376		COID: DISN: CHAPIS: CERR Cou	de:	LA ANTELOPE VALLEY AQMD	
2013 Criteria D	Data						
Facility ID: Facility SIC Co CO:	123402	2376 nvironmental Ri		CERR Coo TOGT: ROGT:	de:	.0045073 .00414581454	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site		D
Air Basin: District: COID: DISN: CHAPIS:	MD AV LA ANTE	ELOPE VALLEY AG	RMD	COT: NOXT: SOXT: PMT: PM10T:		.003249 .00311904	
2013 Toxic D	ata						
	<b>Code:</b> 8299 19 MD AV	02376		COID: DISN: CHAPIS: CERR Co	de:	LA ANTELOPE VALLEY AQMD	
2014 Criteria	<u>Data</u>						
Facility ID: Facility SIC C CO: Air Basin: District: COID: DISN: CHAPIS:	Code: 8299 19 MD AV LA	22376 ELOPE VALLEY AC	αMD	CERR Co TOGT: ROGT: COT: NOXT: SOXT: PMT: PM10T:	de:	.0525 .0482895 .00168 .00924 .0012114 .001162944	
2014 Toxic D	<u>ata</u>						
	<b>Code:</b> 8299 19 MD AV	02376		COID: DISN: CHAPIS: CERR Co	de:	LA ANTELOPE VALLEY AQMD	
2015 Criteria	<u>Data</u>						
Facility ID: Facility SIC C CO: Air Basin: District: COID: DISN: CHAPIS:	Code: 8299 19 MD AV LA	02376 ELOPE VALLEY AG	QMD	CERR Co TOGT: ROGT: COT: NOXT: SOXT: PMT: PM10T:	de:	.0525 .0482895 .00168 .00924 .0012114 .001162944	
<u>2015 Toxic D</u>	ata						
Facility ID: Facility SIC ( CO: Air Basin: District: TS: Health Risk A Non-Cancer (	<b>Code:</b> 8299 19 MD AV	02376		COID: DISN: CHAPIS: CERR Co	de:	LA ANTELOPE VALLEY AQMD	

Мар Кеу	Number of	Direction	Distance	Elev/Diff	Site
	Records		(mi/ft)	(ft)	

## 2016 Criteria Data

Facility ID:	123402376	CERR CODE:	
Facility SIC Code:	8299	TOGT:	.0525
CO:	19	ROGT:	.0482895
Air Basin:	MD	COT:	.00168
District:	AV	NOXT:	.00924
COID:	LA	SOXT:	
DISN:	ANTELOPE VALLEY AQMD	PMT:	.0012114
CHAPIS:		PM10T:	.001162944

## 2016 Toxic Data

Facility ID:	123402376	TS:	
Facility SIC Code:	8299	HRA:	
CERR CODE:		CH Index:	
COID:	LA	AH Index:	
CO:	19	Air Basin:	MD
DISN:	ANTELOPE VALLEY AQMD	District:	AV
CHAPIS:			

## 2017 Criteria Data

Facility ID:	123402376	CERR Code:	
Facility SIC Code:	8299	TOGT:	.004125
CO:	19	ROGT:	.0036238125
Air Basin:	MD	COT:	.000132
District:	AV	NOXT:	.000726
COID:	LA	SOXT:	
DISN:	ANTELOPE VALLEY AQMD	PMT:	.0000952
CHAPIS:		PM10T:	.0000418

## 2017 Toxic Data

	D V .34 <b>d:</b>	COID: DISN: CHAPIS: CERR Code:	LA ANTELOPE VALLEY AQMD
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<u>19</u>	2 of 6		S	0.22 / 1,178.59	2,434.44 / 6	DEL SUR SC 9023 WEST A LANCASTER	AVENUE H	ENVIROSTOR
Estor/EPA Site Code: Nat Priority Acres: Special Pro Funding: Assembly I Senate Dis School Dis APN: Cleanup St	v List: ogram: District: trict: trict:	1982003 304304 NO 10 ACRE SCHOOL 36 21	S DISTRICT WESTSIDE UN NONE SPECIFI	-	Project M Supervise Public Pa Census T County: Latitude: Longitude RY SCHOOL DIS	or: rtici Spclst: ract: e:	CHARLES RIDENOUR 6037900900 LOS ANGELES 34.7184 -118.2905	
•	versight Age	encies:	DTSC - LEAD A SCHOOL	GENCY	OOLS & BROWN	FIELDS OUTRE	ACH	

Map Key	Number Records		Distance (mi/ft)	Elev/Diff (ft)	Site		DB
Potential Me	at Caused Co edia Affecteo ontamin of Co	NO MEDIA A	IAL SERVICES				
NO CONTAN	/INANTS FO	UND					
Site History:	:						
This is the ex	tisting 10-acre	e site of a current Wests	ide Union Elementa	ary School District	school since 1	949.	
Status: Program Tyj CalEnviroSc Summary Li	reen Score:			v/public/profile_re	port?global_id=	-19820031	
Completed A	<u>Activities</u>						
Title: Title Link: Area Name: Area Link: Sub Area:		Phase 1 http://www.er	wirostor.dtsc.ca.go	v/public/final_doc	uments2?globa	l_id=19820031&doc_id=60	001894
Sub Area Liı Document T Date Comple Comments:	ype: eted:	Phase 1 7/3/2001					
Title: Title Link: Area Name: Area Link: Sub Area: Sub Area Lii			Site Inspections/visi				
Document T Date Comple Comments:		Site Inspectio 6/28/2001	ons/Visit (Non LUR)	)			
<u>19</u>	3 of 6	S	0.22 / 1,178.59	2,434.44 / 6		CHOOL AVENUE H ER CA 93534	HHSS
County: Pdf File Url:		http://geotrac	ker.waterboards.ca	a.gov/ustpdfs/pdf/	000287d3.pdf		
<u>19</u>	4 of 6	S	0.22 / 1,178.59	2,434.44 / 6	9023 W AV	ENUE H ER CA 93536	LA HMS
 Site No:	4 of 6	<b>S</b> 012159 4B					LA HMS
<u>19</u> Site No: Area: Detail Info	4 of 6	012159					LA HMS
Site No: Area:	Desc: :: :: Is Desc:	012159	1,178.59	6	LANCASTE tatus Code: ategory:		-

Мар Кеу	Number Records		Direction	Distance (mi/ft)	Elev/Diff (ft)	Site		DB
<u>19</u>	5 of 6		S	0.22 / 1,178.59	2,434.44 / 6	DEL SUR S 9023 WEST LANCASTE	AVENUE H	HIST TANK
Owner Nan Owner Stre Owner City Owner Stat Owner Zip:	eet: :: :e:		ORTH 70TH ST	IOOL DISTRICT REET WEST	No of Co County: Facility S Facility S	State:	2 LOS ANGELES CA 93534	
<u>19</u>	6 of 6		S	0.22 / 1,178.59	2,434.44 / 6		CHOOL - AVENUE H ER CA 93536	SCH
Site Type: Office: Past Use th Potential M Potential C	v List: ogram: District: trict: trict:	36 21 ncies: contam: d: concern:	ES L DISTRICT WESTSIDE UN NONE SPECIF NO ACTION R DTSC - LEAD SCHOOL	EQUIRED AS OF AGENCY ALIFORNIA SCH( L SERVICES	Project I Supervis Public P Census County: Latitude Longitud RY SCHOOL DIS 7/3/2001	artici SpcIst: Tract: : de: STRICT	CHARLES RIDENOUR 6037900900 LOS ANGELES 34.7184 -118.2905	
SITE HISTO		JUND						
		e site of a	current Westsid	e Union Elementai	ry School District	school since 1	949.	
Status: Program Ty CalEnviroS Summary L	creen Score	:	NO ACTION R SCHOOL EVA 41-45% http://www.env		/public/profile_re	eport?global_id=	-19820031	

## **Completed Activities**

Title: Title Link: Area Name: Area Link: Sub Area: Sub Area Link:	Phase 1 http://www.envirostor.dtsc.ca.gov/public/final_documents2?global_id=19820031&doc_id=6001894
Document Type: Date Completed: Comments:	Phase 1 7/3/2001
Title: Title Link: Area Name: Area Link: Sub Area: Sub Area Link:	* Site Visit - Site Inspections/visit
Document Type: Date Completed: Comments:	Site Inspections/Visit (Non LUR) 6/28/2001

Мар Кеу	Number Records		n Distance (mi/ft)	Elev/Diff (ft)	Site		DB
<u>20</u>	1 of 1	S	0.22 / 1,180.64	2,409.68 / -18	8202 W AV	ENUE H ER CA 93534	LA HMS
Site No: Area:		016406 4B					
<u>Detail Info</u>							
Permit No: Permit Cat L Status Code Status Desc Permit Statu Permit Type	: : is Desc:	000092826 Underground Storage REM Equipment Removed Equipment Removed 0	e Tank	Permit S Permit C File No: File Nam	•••	REM T 021671 C RAY & LINDA LAUGHI	INGHOUSE
Permit Type	Desc:	Undergrour	nd Storage Tank Ope	erating Permit			
<u>21</u>	1 of 1	S	0.22 / 1,187.32	2,433.27 / 5	DISTRICTS W AVENUE	TY SANITATION 5 E H & 90TH ST W ER CA 93536-0000	RCRA NON GEN
EPA Handle Gen Status Contact Nan Contact Ado Contact Pho Contact Ema	Universe: ne: Iress: one No and I ail:		Y KMAN MILL RD , , W	/HITTIER , CA, 90	0601-0000 ,		
Contact Cou County Nam EPA Region Land Type:	ie: :	LOS ANGE 09	LES				
Receive Dat		19991122 <u>mmary</u>					

Note:

NO RECORDS: As of June 2019, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

## Handler Summary

Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	Yes
Transfer Facility:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Injection Activity:	No
Commercial TSD:	No
Used Oil Transporter:	No
Used Oil Transfer Facility:	No
Used Oil Processor:	No
Used Oil Refiner:	No
Used Oil Burner:	No
Used Oil Market Burner:	No
Used Oil Spec Marketer:	No

## Hazardous Waste Handler Details

Sequence No:	1
Receive Date:	19991122
Handler Name:	LA COUNTY SANITATION DISTRICTS
Generator Status Universe:	No Report
Source Type:	Implementer

## **Owner/Operator Details**

Type: Name:		Current Owner Other LA COUNTY SANITATION 000-000-0000 Implementer	N DIST.	Street No Street 1: Street 2: City: State: Country: Zip Code:		1955 WORKMAN MILL RD WHITTIER CA 90601-0000	
Owner/Ope Type: Name: Date Beca Date Ende Phone: Source Ty	me Current: d Current:	Current Operator Other JOE REILLY 562-699-7411 Implementer		Street No Street 1: Street 2: City: State: Country: Zip Code:		1955 WORKMAN MILL RD WHITTIER CA 90601-0000	
<u>22</u>	1 of 4	S	0.25 / 1,296.19	2,424.68 / -3	TAPIA BROS 8425 AVE A ROSAMOND		AST
Total Capa CUPA:	acity(Gal):	3,480 Kern		Owner Na County:	ame:	TAPIA BROS INC Kern	
22	2 of 4	S	0.25 / 1,296.19	2,424.68 / -3	TAPIA BROS 8425 AVE A & ROSAMOND	8425 AVE A	KERN AST
Facility ID: Mailing Ad Mailing Ad Mailing Cit	ldress: ldress 2:	FA0001164 5251 Hayvenhurst Ave. Encino		Cers ID: Mailing S Mailing Z		10232062 CA 91436	
maning on	ty:	Encino					
-	ry: nty - AST Detai						
<u>Kern Cour</u> Billing Sta Current Ins Program E	nty - AST Detai tus: spection Dt: Element Code:	<b>ils</b> Inactive, non-billable 10/1/2011	٩M	Desig Em HMIRRP I		BLAIR	
<u>Kern Coun</u> Billing Sta Current Ins Program E Program E Billing Sta Current Ins Program E	nty - AST Detai tus: spection Dt: Element Code: Element: tus: spection Dt: Element Code:	Inactive, non-billable 10/1/2011 CD00		HMIRRP I Desig Em HMIRRP I	Due Date: ployee:	BLAIR BLAIR 12/31/2013	
<u>Kern Cour</u> Billing Sta Current Ins Program E Program E Billing Sta Current Ins	nty - AST Detai tus: spection Dt: Element Code: Element: tus: spection Dt: Element Code:	ils Inactive, non-billable 10/1/2011 CD00 APSA PROGRA Active, billable 2/1/2022 CD05		HMIRRP I Desig Em HMIRRP I	Due Date: ployee:	BLAIR 12/31/2013 5 INC 8425 AVE A	KERN CUPA
Kern Coun Billing Sta Current In Program E Program E Billing Sta Current In Program E Program E	nty - AST Detai tus: spection Dt: Element Code: Element: tus: spection Dt: Element Code: Element: 3 of 4 dress: Idress:	Inactive, non-billable 10/1/2011 CD00 APSA PROGRA Active, billable 2/1/2022 CD05 CONDITIONAL	LY EXEMPT FR 0.25 /	HMIRRP I Desig Em HMIRRP I COM APSA 2,424.68 /	Due Date: ployee: Due Date: TAPIA BROS 8425 AVE A 8 ROSAMOND tate:	BLAIR 12/31/2013 5 INC 8425 AVE A	KERN CUPA
<u>Kern Coun</u> Billing Sta Current Ins Program E Billing Sta Current Ins Program E Program E <u>22</u> Facility ID: Mailing Ad Mailing Ad	nty - AST Detai tus: spection Dt: Element Code: Element: tus: spection Dt: Element Code: Element: 3 of 4 dress: Idress 2:	Inactive, non-billable 10/1/2011 CD00 APSA PROGRA Active, billable 2/1/2022 CD05 CONDITIONALI <b>S</b> FA0001164 5251 Hayvenhurst Ave.	LY EXEMPT FR 0.25 /	HMIRRP I Desig Em HMIRRP I COM APSA 2,424.68 / -3 CERS ID: Mailing S	Due Date: ployee: Due Date: TAPIA BROS 8425 AVE A 8 ROSAMOND tate:	BLAIR 12/31/2013 INC 8425 AVE A CA 10232062 CA	KERN CUPA
Kern Coun Billing Sta Current In: Program E Billing Sta Current In: Program E 22 Facility ID: Mailing Ao Mailing Ao Mailing Cit Detail(s) Billing Sta	nty - AST Detai tus: spection Dt: lement Code: lement: tus: spection Dt: lement Code: lement: 3 of 4 dress: ldress 2: ty:	Inactive, non-billable 10/1/2011 CD00 APSA PROGRA Active, billable 2/1/2022 CD05 CONDITIONALI <b>S</b> FA0001164 5251 Hayvenhurst Ave.	LY EXEMPT FR 0.25 /	HMIRRP I Desig Em HMIRRP I 2,424.68 / -3 CERS ID: Mailing S Mailing Z	Due Date: ployee: Due Date: TAPIA BROS 8425 AVE A & ROSAMOND tate: ip:	BLAIR 12/31/2013 INC 8425 AVE A CA 10232062 CA	KERN CUPA

Map Key	Number Records		Distance (mi/ft)	Elev/Diff (ft)	Site		DB
Report Sourc	ce:	CUPA - Californ	ia Accidental Re	lease Program (C	alARP) Invento	pry	
Detail(s)							
Billing Status Current Insp		Inactive, non-billable 10/1/2011			ment Code: Element:	CRSM SIMPLE MULTIPLE CATEGOR` INSP	Y-BIENNIAL
HMIRRP Due Report Sourc		CUPA - Hazardo	ous Waste (HW)	<i>Employe</i> Facilities	e:	STARKEY	
<u>Detail(s)</u>							
Billing Status Current Insp HMIRRP Due	ection Dt:	Active, billable 2/1/2022 12/31/2013			ment Code: Element: e <sup>:</sup>	CB2T BUS PLAN MED LOW RISK 1 U BLAIR	INIT
Report Source			ous Material Bus	iness Plan (HMBF	P) Inventory		
<u>22</u>	4 of 4	S	0.25 / 1,296.19	2,424.68 / -3	TAPIA BRC 8425 AVE A ROSAMON		DELISTED CTNK
Site ID: Latitude: Longitude:		403496					
Original Sou Record Date		CTNK 06-MAY-2019					
<u>23</u>	1 of 1	S	0.25 / 1,309.92	2,454.84 / 27	46204 97TH LANCASTE	I ST WEST ER CA 93536	LA HMS
Site No: Area:		015687 4B					
<u>Detail Info</u>							
Permit No:					tatus Code:		
Permit Cat D Status Code: Status Desc: Permit Status Permit Type: Permit Type	s Desc:	OPEN File Opened, no permit ex	ists	Permit Ca File No: File Nam		020097 INVESTIGATIONS-AREA4	
<u>Detail Info</u>							
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<u>24</u>	1 of 4	ENE	0.25 / 1,310.58	2,404.13 / -24	Willow Spri 7500 TEH V	VILLOW SPRINGS RD VILLOW SPRINGS RD	KERN AS

Map Key	Number Records		Direction	Distance (mi/ft)	Elev/Diff (ft)	Site		DB
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Kern County	- AST Deta	<u>ils</u>						
Billing Status Current Inspe Program Elen Program Elen	ection Dt: ment Code:	Active, bi 2/1/2020	CD05	LY EXEMPT FR		nployee: Due Date:	BLAIR 2/28/2014	
<u>24</u>	2 of 4		ENE	0.25 / 1,310.58	2,404.13 / -24	Willow Sp 7500 TEH	/ Enterprises Inc rings Yard WILLOW SPRINGS RD ND CA 93560	CERS TANK
Site ID: Latitude: Longitude:			394186 34.928700 -118.288600					
Regulated Pro	<u>ograms</u>							
El Descriptiol El ID:	n:		Aboveground P 10157725	etroleum Storage	e			
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<u>Evaluations</u>								
Eval Date: Violations Fo Eval General Eval Type: Eval Division Eval Program Eval Source: Eval Notes:	Туре: :		Routine done b	aluation Inspection y local agency nv Health Service				
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Eval Spee:       Compliance Evaluation Inspection         Eval Division:       Kann County Env Health Services Department         Eval Division:       Kann County Env Health Services Department         Eval Division:       CERS         Eval Division:       No         Eval General Type:       Compliance Evaluation Inspection         Eval Division:       Kann County Env Health Services Department         Eval Division:       Kanne County Environmental Health Services Department         Eval Division:       Canne County Environmental Health Services Department         Eval Division:       Canne County Environmental Health Services Departme	Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	D
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Affil Type Desc: Facility Mailing Address Entity Name: Mailing Address Entity Title: Address: PO Box 81498 City: Bakersfield State: CA Country: Zip Code: 93380-1498 Phone: ULP A District Entity Name: Kern County Environmental Health Services Departme Entity Title: Address: 2700 M Street, Suite 300 City: Bakersfield State: CA Country: Zip Code: 93301-2370 Phone: (661) 862-8740 Affil Type Desc: Legal Owner Entity Name: GRIMWWAY ENTERPRISES INC. Entity Title: Address: Do Box 81498 City: Bakersfield State: CA Country: Zip Code: 93301-2370 Phone: (661) 862-8740 Affil Type Desc: Legal Owner Entity Name: GRIMWWAY ENTERPRISES INC. Entity Title: Address: CA Country: United States Zip Code: 93380-1498 City: Bakersfield State: CA Country: United States Zip Code: 93380-1498 Phone: (661) 854-6212 Affil Type Desc: Document Preparer Entity Name: Mark Marlett Entity Title: Address: Zip Code: Zip Code: Zip Code: Zip Code: Zip Code: Zip Code: Zip City: Catales Zip Code: Signa Country: United States Zip Code: Signa Count Preparer Entity Name: Mark Marlett Entity Title: Address: Zip Code: Zip City: Signa Count Preparer Entity Name: Mark Marlett Entity Title: Zip Code: Zip City: Signa Count Preparer Entity Name: Mark Marlett Entity Title: Zip Code: Zip City: Signa Count Preparer Entity Name: Mark Marlett	Eval Notes:						
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Address:       2700 M Street, Suite 300         City:       Bakersfield         State:       CA         Country:       2         Zip Code:       93301-2370         Phone:       (661) 862-8740         Affil Type Desc:       Legal Owner         Entity Name:       GRIMMWAY ENTERPRISES INC.         Entity Title:       Address:         Address:       PO Box 81498         City:       Bakersfield         State:       CA         Country:       United States         Zip Code:       93380-1498         Phone:       (661) 854-6212         Affil Type Desc:       Document Preparer         Entity Title:       Address:         Address:       Count Preparer         Entity Name:       Mark Marlett         Entity Title:       State:         Country:       State:         Country:       State:         City:       State:         State:       Country:         Zip Code:       States			Kern County E	nvironmental Hea	Ith Services Depa	artme	
City:       Bakersfield         State:       CA         Country:       Zip Code:         2jp Code:       93301-2370         Phone:       (661) 862-8740         Affil Type Desc:       Legal Owner         Entity Name:       GRIMMWAY ENTERPRISES INC.         Entity Title:       Address:         Address:       PO Box 81498         City:       Bakersfield         State:       CA         Country:       United States         Zip Code:       93380-1498         Phone:       (661) 854-6212         Affil Type Desc:       Document Preparer         Entity Name:       Mark Marlett         Entity Title:       Address:         City:       State:         Codes:       Document Preparer         Entity Name:       Mark Marlett         Entity Title:       State:         City:       State:         Country:       Zip Code:         Zip Code:       Document Preparer         Entity Title:       State:         City:       State:         Country:       Zip Code:			2700 M Street	Suite 200			
State:       CA         Country:       2         Zip Code:       93301-2370         Phone:       (661) 862-8740         Affil Type Desc:       Legal Owner         Entity Name:       GRIMMWAY ENTERPRISES INC.         Entity Title:       Address:         Address:       PO Box 81498         City:       Bakersfield         State:       CA         Country:       United States         Zip Code:       93380-1498         Phone:       (661) 854-6212         Affil Type Desc:       Document Preparer         Entity Name:       Mark Marlett         Entity Title:       Address:         City:       State:         Country:       Document Preparer         Entity Name:       Mark Marlett         State:       Country:         Zip Code:       State:         City:       State:         Zip Code:       Country:				Sulle SUU			
Country:       Jp Code:       93301-2370         Phone:       (661) 862-8740         Affil Type Desc:       Legal Owner         Entity Name:       GRIMMWAY ENTERPRISES INC.         Entity Title:       Hill Type Desc:         Address:       PO Box 81498         City:       Bakersfield         State:       CA         Country:       United States         Zip Code:       93380-1498         Phone:       (661) 854-6212         Affil Type Desc:       Document Preparer         Entity Title:       Mark Marlett         Entity Title:       Address:         City:       State:         Country:       Document Preparer         Entity Title:       Mark Marlett         Entity Title:       State:         Address:       City:         State:       Country:         Zip Code:       State:         Country:       Zip Code:							
Zip Code:       93301-2370         Phone:       (661) 862-8740         Affil Type Desc:       Legal Owner         Entity Name:       GRIMMWAY ENTERPRISES INC.         Entity Title:       Address:         Address:       PO Box 81498         City:       Bakersfield         State:       CA         Country:       United States         Zip Code:       93380-1498         Phone:       (661) 854-6212         Affil Type Desc:       Document Preparer         Entity Name:       Mark Marlett         Entity Name:       Mark Marlett         State:       City:         State:       Country:         United States       City:         State:       Document Preparer         Colicitation:       Mark Marlett         Entity Title:       Address:         City:       State:         State:       Country:         Zip Code:       Counter Preparer         Description:       Country:         Zip Code:       Counter Preparent			<u>o</u> nt				
Phone:       (661) 862-8740         Affil Type Desc:       Legal Owner         Entity Name:       GRIMMWAY ENTERPRISES INC.         Entity Title:       Address:         Address:       PO Box 81498         City:       Bakersfield         State:       CA         Country:       United States         Zip Code:       93380-1498         Phone:       (661) 854-6212         Affil Type Desc:       Document Preparer         Entity Title:       Mark Marlett         Entity Title:       Address:         City:       State:         Country:       Locument Preparer         Entity Title:       Address:         City:       State:         Country:       Lick Information States         Country:       Lick Information States         State:       Country:         Zip Code:       Value Market			93301-2370				
Entity Name:       GRIMMWAY ENTERPRISES INC.         Entity Title:       Address:         Address:       PO Box 81498         City:       Bakersfield         State:       CA         Country:       United States         Zip Code:       93380-1498         Phone:       (661) 854-6212         Affil Type Desc:       Document Preparer         Entity Title:       Mark Marlett         Entity Title:       Address:         City:       State:         Country:       Country:         Zip Code:       Disk Information Services         Operating Service       Operated Disk Information Services			(661) 862-8740	)			
Entity Name:       GRIMMWAY ENTERPRISES INC.         Entity Title:       Address:         Address:       PO Box 81498         City:       Bakersfield         State:       CA         Country:       United States         Zip Code:       93380-1498         Phone:       (661) 854-6212         Affil Type Desc:       Document Preparer         Entity Title:       Mark Marlett         Entity Title:       Address:         Address:       City:         State:       Country:         Country:       United States         Zip Code:       Document Preparer         Entity Title:       Address:         Address:       City:         State:       Country:         Zip Code:       Disk Information Stations							
Address:       PO Box 81498         City:       Bakersfield         State:       CA         Country:       United States         Zip Code:       93380-1498         Phone:       (661) 854-6212         Affil Type Desc:       Document Preparer         Entity Name:       Mark Marlett         Entity Title:       Address:         City:       State:         Country:       Zip Code:	Entity Name:	:	GRIMMWAY E	NTERPRISES IN	C.		
City:       Bakersfield         State:       CA         Country:       United States         Zip Code:       93380-1498         Phone:       (661) 854-6212         Affil Type Desc:       Document Preparer         Entity Name:       Mark Marlett         Entity Title:       Address:         City:       State:         Country:       Zip Code:							
State:       CA         Country:       United States         Zip Code:       93380-1498         Phone:       (661) 854-6212         Affil Type Desc:       Document Preparer         Entity Name:       Mark Marlett         Entity Title:       Address:         City:       State:         Country:       Zip Code:							
Country:       United States         Zip Code:       93380-1498         Phone:       (61) 854-6212         Affil Type Desc:       Document Preparer         Entity Name:       Mark Marlett         Entity Title:       Address:         Address:       City:         State:       Country:         Zip Code:       Document Play Information Somicos							
Zip Code:       93380-1498         Phone:       (661) 854-6212         Affil Type Desc:       Document Preparer         Entity Name:       Mark Marlett         Entity Title:       Address:         Address:       City:         State:       Country:         Zip Code:       Order No: 2010001							
Phone:       (661) 854-6212         Affil Type Desc:       Document Preparer         Entity Name:       Mark Marlett         Entity Title:       Address:         Address:       City:         State:       Country:         Zip Code:       Order No: 2010001							
Entity Name: Mark Marlett Entity Title: Address: City: State: Country: Zip Code: Order Net 2010001				2			
Entity Title: Address: City: State: Country: Zip Code: Order Net 2010001				barer			
Address: City: State: Country: Zip Code:		:	Mark Marlett				
City: State: Country: Zip Code: Criter Net 2010001							
State: Country: Zip Code:							
Country: Zip Code:							
Zip Code:							
· originfo.com   Environmentel Diak Information Services							
56 ensinio.com   Environmental Risk Information Services Order No: 2019091	-	orioinfe ann			) on vioco		O-d N 0040004704
	56	erisinto.com	Environmental Ris	SK Information S	bervices		Order No: 20190917248

	Number Records		Distance (mi/ft)	Elev/Diff (ft)	Site		DB
Phone:							
Affil Type De Entity Name:		Environmental ROBERT WEC					
Entity Title: Address: City: State:		PO Box 81498 Bakersfield CA	}				
Country: Zip Code: Phone:		93380-1498					
Affil Type De Entity Name: Entity Title: Address: City: State: Country: Zip Code: Phone:		Parent Corpor Grimmway En					
Affil Type De Entity Name: Entity Title: Address: City: State: Country:		Operator GRIMMWAY E	ENTERPRISES INC.				
Zip Code: Phone:		(661) 363-473	2				
Affil Type De Entity Name: Entity Title:		Identification S Robert Wegis Regulatory Co	Signer mpliance Manager				
Address: City: State: Country: Zip Code:							
Address: City: State: Country: Zip Code:	3 of 4	ENE	0.25 / 1,310.58	2,404.13 / -24	Willow Spri 7500 TEH V	VILLOW SPRINGS RD VILLOW SPRINGS RD	KERN CUP
Address: City: State: Country: Zip Code: Phone: <u>24</u> Facility ID: Mailing Addr Mailing Addr	ess: ess 2:	<b>ENE</b> FA0004306 PO Box 81498 Bakersfield	0.25 /		Willow Spr. 7500 TEH V 7500 TEH V Rosamond ate:	ings Yard VILLOW SPRINGS RD VILLOW SPRINGS RD	KERN CUP
Address: City: State: Country: Zip Code: Phone:	ess: ess 2:	FA0004306 PO Box 81498	0.25 /	-24 CERS ID: Mailing Sta	Willow Spr. 7500 TEH V 7500 TEH V Rosamond ate:	ings Yard WILLOW SPRINGS RD WILLOW SPRINGS RD Y CA 10157725 CA	KERN CUP
Address: City: State: Country: Zip Code: Phone: <u>24</u> Facility ID: Mailing Addr Mailing Addr Mailing City: Detail(s) Billing Status Current Insp HMIRRP Due	ress: ress 2: s: ection Dt: Date:	FA0004306 PO Box 81498 Bakersfield Active, billable 2/1/2020 2/28/2014	0.25 /	-24 CERS ID: Mailing Sta Mailing Zip Prog Elem Program E Employee:	Willow Spri 7500 TEH V 7500 TEH V Rosamond ate: 5: 5: 5: 5: 5: 5: 5: 5: 5: 5: 5: 5: 5:	ings Yard WILLOW SPRINGS RD WILLOW SPRINGS RD Y CA 10157725 CA	
Address: City: State: Country: Zip Code: Phone: <u>24</u> Facility ID: Mailing Addr Mailing Addr Mailing City:	ress: ress 2: s: ection Dt: Date:	FA0004306 PO Box 81498 Bakersfield Active, billable 2/1/2020 2/28/2014	0.25 / 1,310.58	-24 CERS ID: Mailing Sta Mailing Zip Prog Elem Program E Employee:	Willow Spri 7500 TEH V 7500 TEH V Rosamond ate: 5: eent Code: Element: Inventory GRIMMWA 7500 WILLO	ings Yard WILLOW SPRINGS RD WILLOW SPRINGS RD CA 10157725 CA 93380-1498 CB3T BUS PLAN LARGE LOW RIS	KERN CUP SK 1 UNIT RCRA NON GEN

## Violation/Evaluation Summary

Note:

NO RECORDS: As of June 2019, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

#### Handler Summary

Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	Yes
Transfer Facility:	No
Onsite Burner Exemption:	No
Furnace Exemption:	No
Underground Injection Activity:	No
Commercial TSD:	No
Used Oil Transporter:	No
Used Oil Transfer Facility:	No
Used Oil Processor:	No
Used Oil Refiner:	No
Used Oil Burner:	No
Used Oil Market Burner:	No
Used Oil Spec Marketer:	No

## Hazardous Waste Handler Details

Sequence No:	1
Receive Date:	20020823
Handler Name:	GRIMMWAY ENTERPRISES INC
Generator Status Universe:	No Report
Source Type:	Implementer

#### **Owner/Operator Details**

Owner/Operator Ind: Type: Name: Date Became Current: Date Ended Current: Phone: Source Type:	Current Operator Other ROBERT WEGIS 661-363-4732 Implementer		Street No: Street 1: Street 2: City: State: Country: Zip Code:	PO BOX 81498 BAKERSFIELD CA	
Owner/Operator Ind: Type: Name: Date Became Current: Date Ended Current: Phone:	Current Owner Other GRIMMWAY ENTERP	RISES INC	Street No: Street 1: Street 2: City: State: Country:		
Source Type:			Zip Code:		
25 1 of 1	NNE	0.25 / 1,313.63	2,411.14 / -17	WILLOW SPRINGS INTERNATIONAL R 75TH STREET WEST AND ROSAMOND	HHSS

Map Key	Number Records		Direction	Distance (mi/ft)	Elev/Diff (ft)	Site		DB
						ROSAMONI	D CA 93560	
County: Pdf File Url:			http://geotrac	ker.waterboards.ca	.gov/ustpdfs/pdf/00	00274f4.pdf		
<u>26</u>	1 of 1		SSE	0.50 / 2,630.08	2,413.19 / -15	Site	: & Little Rock Disposal And Avenue `u` :A	SWF/LF
SWIS No: Permit Status Operator Add Operator Add Operator City Operator Sta Operator Zip. Operator: Land Use Na File Descript	one: dr 1: dr 2: y: te: : me:	19-AA-00	Residential,R SWIS Data F	ile - Includes basic		te: e: GIS): e (GIS): h facility in the	7/26/2004 Los Angeles 34.7466 -118.40932 External 34.74660000000001 -118.40931999999999 database; SWIS GIS Data File ation on each facility in the data	
Owner Inforn	nation (GIS)							
Site ID: Unit ID: Owner: Enfor Agent: County ID: Zip:			1397 1425 County of Los 19 93543	s Angeles				
Init Informat	<u>tion</u>							
Unit No: WDR No: Regulatory S Operational S Inspect Freq Category: Closure Type Activity: Program Typ Accepted Wa	Status: uency: e: e: pe:	01 Unpermit Clean Clo None Disposal		Disposal Site	Throughp Throughp Capacity: Capacity ( Acreage: Disposal / Remaining Last Upda	ut Units: Units: Acreage: g Capacity:	0 0 10/21/2003	
<u>27</u>	1 of 1		ENE	0.93 / 4,919.43	2,377.46 / -51		DNSTRUCTION H 60TH STREET D CA 95360	ENVIROSTO
Estor/EPA ID Site Code: Nat Priority L Acres: Special Prog. Funding: Assembly Di. Senate Distri School Distri APN: Cleanup Stat	List: ram: istrict: ict: ict: tus:	1575000 NO 0 ACRES 36 16	NONE SPEC NO FURTHE	R ACTION AS OF	Project Ma Superviso Public Paı Census Tı County: Latitude: Longitude	or: rtici Spclst: ract:	KEVIN SHADDY 6029005506 KERN 34.851141 -118.239126	
Cleanup Ove Site Type:	ersight Agen	cies:	NONE SPEC * HISTORICA					

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Potential Me	at Caused Contam: dia Affected: ntamin of Concern:	CLEANUP SAN NONE SOIL	JOAQUIN			
LEAD						
Site History:						
Status: Program Tyµ CalEnviroSc Summary Li	reen Score:	NO FURTHER / HISTORICAL 56-60% http://www.envir		//public/profile_re	port?global_id=15750005	
Completed A	<u>Activities</u>					
Title: Title Link: Area Name: Area Link: Sub Area:		Site Screening http://www.envir	ostor.dtsc.ca.gov	//public/final_doc	uments2?global_id=15750005&doc_id=5015240	
Sub Area Lii Document T Date Comple Comments:	ype:				taminated with lead and hydrocarbon solvents. Site cleaned ubic yards of soil removed. Confirmation samples below 50 p	

# Unplottable Summary

## Total: 29 Unplottable sites

DB	Company Name/Site Name	Address	City	Zip	ERIS ID
CDL		AVENUE K, BETWEEN 80TH STREET EAST AND 86TH STREET EAST	LANCASTER CA	93535	820121106
CERS HAZ	Solar Star 1 (Los Angeles County side)	14900 WEST AVENUE A	LANCASTER CA	93536	864896786
CERS HAZ	Gaskell West 1 Solar	23555 GASKELL RD	ROSAMOND CA	93536	867425893
EMISSIONS	RE GARLAND A, LLC	21504 GASKELL ROAD	ROSAMOND CA	93560	875704274
EMISSIONS	RE GARLAND, LLC	21504 GASKELL ROAD	ROSAMOND CA	93560	875707504
EMISSIONS	RE GASKELL WEST 1, LLC	23555 GASKELL ROAD	ROSAMOND CA	93560	875705878
EMISSIONS	ROSAMOND SOLAR PROJECT-PHASE 3	38874 HOLIDAY AVENUE	ROSAMOND CA	93560	875707682
EMISSIONS	CALANDRI/SONRISE FARMS, LP	43511 N. 70TH STREET EAST	LANCASTER CA	93535	875704643
FINDS/FRS	ROSAMOND SOLAR PROJECT-PHASE 3	38874 HOLIDAY AVENUE	ROSAMOND CA	93560	875665286
FINDS/FRS	RODEO SOLAR C2	45707 90TH ST WEST	LANCASTER CA	93536	874921504
FINDS/FRS	ANTELOPE DSR 1	42656 90TH ST WEST	LANCASTER CA	93534	874920895
FINDS/FRS	RE GASKELL WEST 4	23555 GASKELL ROAD	ROSAMOND CA	93560	874852219
61 erisinfo.com	n   Environmental Risk Info	rmation Services		Order No: 20	190917248

LLC

FINDS/FRS	RE GASKELL WEST 3 LLC	23555 GASKELL ROAD	ROSAMOND CA	93560	874851930
FINDS/FRS	RE GASKELL WEST 2 LLC	23555 GASKELL ROAD	ROSAMOND CA	93560	874851929
FINDS/FRS	RE GASKELL WEST 1, LLC	23555 GASKELL ROAD	ROSAMOND CA	93560	874851928
FINDS/FRS	CALANDRI/SONRISE FARMS, LP	65TH STREET AND BOBTAIL AVE	ROSAMOND CA	93560	825659227
FINDS/FRS	RE GASKELL WEST 5 LLC	23555 GASKELL ROAD	ROSAMOND CA	93560	874852220
FINDS/FRS	SOARING VISTA RANCH COMPOSTING	AVE A 140 ST W.	LANCASTER CA	93534	840179899
FINDS/FRS	ERIC'S PLACE	48406 90TH ST EAST	LANCASTER CA	93535	840075235
FINDS/FRS	SOLAR STAR 1 (LOS ANGELES COUNTY SIDE)	14900 WEST AVENUE A	LANCASTER CA	93536	840026149
HAZNET	SOUTHERN CALIFORNIA EDISON	CORNER OF 90TH ST E & AVE E	LANCASTER CA	935350000	826540653
HAZNET	SOUTHERN CALIFORNIA EDISON	CORNER OF 90TH ST E & AVE J	LANCASTER CA	935350000	826274276
HAZNET	DENNIS MCCOY & SONS INC	42400 70TH ST WEST-J163	LANCASTER CA	93536	826717048
HAZNET	JOHN CALAMDRI FARMS	GASKELL RD	ROSAMOND CA	93560	826843151
HHSS	ARMANDO IARUSSI	R 1 BOX 300 HOLIDAY	ROSAMOND CA	93568	822950171

HHSS	GEORGE K YAMAMOTO	7015 S. WILLOW AVENUE	NONE CA	93725	822960274
HIST CHMIRS		AVE. A	ROSAMOND CA		826018757
LA SML	SOLAR STAR CALIFORNIA XIX, LLC	000 W AVENUE A	LANCASTER CA	93536	820047933
WASTE DISCHG	SOARING VISTA RANCH COMPOSTING	AVE A 140 ST W.	LANCASTER CA		866880672

## **Unplottable Report**

## <u>Site:</u>

## AVENUE K, BETWEEN 80TH STREET EAST AND 86TH STREET EAST LANCASTER CA 93535

CDL

**CERS HAZ** 

Clue:	2008-03-027
Date:	3/22/2008
County:	LOS ANGELES
Lab Type:	Μ
Lab Type Description:	Mobile Lab - location where illegal drug lab equipment and materials were found in a vehicle or other mode of transport.

## <u>Site:</u> Solar Star 1 (Los Angeles County side) 14900 WEST AVENUE A LANCASTER CA 93536

Site ID:	68822
Latitude:	34.819200
Longitude:	-118.406200

#### **Regulated Programs**

El Description:	Chemical Storage Facilities
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#### **Evaluations**

Eval Date:	12/18/2017
Violations Found:	No
Eval General Type:	Compliance Evaluation Inspection
Eval Type:	Routine done by local agency
Eval Division:	Los Angeles County Fire Department
Eval Program:	HMRRP
Eval Source:	CERS
Eval Notes:	

Joe Bannon, Manager of Project Administration No violations observed at time of inspection.; Note: data in [EVAL Notes] field for some records is truncated from the source.

EI ID:

10511059

#### **Affiliations**

Affil Type Desc: Entity Name: Entity Title: Address: City: State: Country: Zip Code: Phone:

Affil Type Desc: Entity Name: Entity Title: Address: City: State: Country: Zip Code: Phone: Parent Corporation Solar Star California XIX, LLC

Identification Signer Bob Johnston Manager Affil Type Desc: Entity Name: Entity Title: Address: City: State: Country: Zip Code: Phone:

Affil Type Desc: Entity Name: Entity Title: Address: City: State: Country: Zip Code: Phone:

Affil Type Desc: Entity Name: Entity Title: Address: City: State: Country: Zip Code: Phone:

Affil Type Desc: Entity Name: Entity Title: Address: City: State: Country: Zip Code: Phone:

Affil Type Desc: Entity Name: Entity Title: Address: City: State: Country: Zip Code: Phone:

Affil Type Desc: Entity Name: Entity Title: Address: City: State: Country: Zip Code: Phone:

Affil Type Desc: Entity Name: Entity Title: Address: City: State: Country: Zip Code: Phone: Legal Owner Solar Star California XIX, LLC

15637 Avenue A Rosamond CA United States 93560 (661) 749-0931

Document Preparer Bob Johnston

Property Owner Solar Star California XIX, LLC 15247 Avenue A Rosamond CA United States 93560 (661) 749-0931 Facility Mailing Address

Mailing Address

15247 Avenue A Rosamond CA

93560

Environmental Contact Wendy Greene

15247 Avenue A Rosamond CA

93560

Operator SunPower Corporation

(661) 256-2246

CUPA District Los Angeles County Fire

5825 Rickenbacker Road Commerce CA 90040-3027 (323) 890-4045

## <u>Site:</u> Gaskell West 1 Solar 23555 GASKELL RD ROSAMOND CA 93536

Site ID:	436057
Latitude:	34.834080
Longitude:	-118.546910

## Regulated Programs

El Description:	Chemical Storage Facilities	El ID:	10760059	
Affiliations				
Affil Type Desc: Entity Name: Entity Title: Address: City: State: Country: Zip Code: Phone:	Parent Corporation Gaskell West 1 Solar			
Affil Type Desc: Entity Name: Entity Title: Address: City: State: Country: Zip Code: Phone:	CUPA District Kern County Environmental H 2700 M Street, Suite 300 Bakersfield CA 93301-2370 (661) 862-8740	lealth Services Departme		
Affil Type Desc: Entity Name: Entity Title: Address: City: State: Country: Zip Code: Phone:	Legal Owner Southern Power 3535 Colonnade Parkway Birmingham AL United States 35243 (205) 992-0049			
Affil Type Desc: Entity Name: Entity Title: Address: City: State: Country: Zip Code: Phone:	Document Preparer Brittany Wilson			
Affil Type Desc: Entity Name: Entity Title: Address: City: State: Country: Zip Code: Phone:	Facility Mailing Address Mailing Address 23555 Gaskell Road Rosamond CA 93536			
Affil Type Desc: Entity Name: Entity Title: Address: City:	Environmental Contact Ryan Nielsen 350 W Washington St Suite 6 Tempe	500		

State:	AZ
Country: Zip Code: Phone:	85281
Affil Type Desc: Entity Name: Entity Title: Address: City: State: Country: Zip Code: Phone:	Identification Signer Brittany Wilson Environmental Engineer
Affil Type Desc: Entity Name: Entity Title: Address: City: State: Country: Zip Code:	Operator RE Gaskell West 1, LLC
Phone:	(602) 663-4127

## <u>Site:</u> RE GARLAND A, LLC 21504 GASKELL ROAD ROSAMOND CA 93560

## 2017 Criteria Data

Facility ID: Facility SIC Code:	5029 4911	CERR Code: TOGT:	.0029001074113856068743286788399570354
r domity ore code.		ieen.	45757
CO:	15	ROGT:	.00027
Air Basin:	MD	COT:	.0011
District:	KER	NOXT:	.00187
COID:	KER	SOXT:	.00018
DISN:	EASTERN KERN APCD	PMT:	.0872086175590126122589193698778034058 006
CHAPIS:		РМ10Т:	.0501

## 2017 Toxic Data

Facility ID: Facility SIC Code: CO:	5029 4911 15	COID: DISN: CHAPIS:	KER EASTERN KERN APCD
Air Basin:	MD	CERR Code:	
District: TS: Health Risk Asmt:	KER		

Non-Cancer Chronic Haz Ind: Non-Cancer Acute Haz Ind:

Site:	RE GARLAND, LLC	
	21504 GASKELL ROAD	ROSAMOND CA 93560

EMISSIONS

**EMISSIONS** 

## 2017 Criteria Data

Facility ID: Facility SIC Code:	5010 4911	CERR Code: TOGT:	.0004296455424274973147153598281417830 29001
CO:	15	ROGT:	.00004
Air Basin:	MD	COT:	.00035
District:	KER	NOXT:	.00043
COID:	KER	SOXT:	.00018

DISN:	EASTERN KERN APCD	PMT:	.731807920694901114001079648623448005 038
CHAPIS:		PM10T:	.4201
2017 Toxic Data			
Facility ID:	5010	COID:	KER
Facility SIC Code:	4911	DISN:	EASTERN KERN APCD
CO:	15	CHAPIS:	
Air Basin:	MD	CERR Code:	
District:	KER		
rs:			
Health Risk Asmt:	Log Indi		
Non-Cancer Chronic Non-Cancer Acute H			
	LL WEST 1, LLC KELL ROAD ROSAMOND CA 93560		EMISSIONS
2017 Critoria Data			
2 <u>017 Criteria Data</u> Facility ID:	5041	CERR Code:	
Facility SIC Code:	4911	TOGT:	
20:	15	ROGT:	
Air Basin:	MD	COT:	
District:	KER	NOXT:	
COID:	KER	SOXT:	
DISN:	EASTERN KERN APCD	PMT:	.078397212543554006968641114982578397
			125
CHAPIS:		PM10T:	.045
2017 Toxic Data			
Facility ID:	5041	COID:	KER
Facility SIC Code:	4911	DISN:	EASTERN KERN APCD
CO:	15	CHAPIS:	
Air Basin:	MD	CERR Code:	
District:	KER		
TS:			
Health Risk Asmt: Non-Cancer Chronic Non-Cancer Acute H			
	D SOLAR PROJECT-PHASE 3		FMICCIONO
38874 HOLI	DAY AVENUE ROSAMOND CA 93560		EMISSIONS
2017 Criteria Data			
LOTT CITIEITà Dala			
	5033	CERR Code:	
Facility ID:	5033 4911	CERR Code: TOGT	000739957716701902748414376321353065
Facility ID:	5033 4911	CERR Code: TOGT:	.000739957716701902748414376321353065 39112
Facility ID: Facility SIC Code:			
Facility ID: Facility SIC Code:	4911	TOGT:	39112
Facility ID: Facility SIC Code: CO: Nir Basin:	4911 15	TOGT: ROGT:	39112 .0007
Facility ID: Facility SIC Code: CO: Nir Basin: District:	4911 15 MD	TOGT: ROGT: COT:	39112 .0007 .01289
Facility ID: Facility SIC Code: CO: Nir Basin: District: COID:	4911 15 MD KER	TOGT: ROGT: COT: NOXT:	39112 .0007 .01289 .00975 .00002 .00052
Facility ID: Facility SIC Code: CO: Air Basin: District: COID: DISN:	4911 15 MD KER KER	TOGT: ROGT: COT: NOXT: SOXT:	.0007 .01289 .00975 .00002
Facility ID: Facility SIC Code: CO: Air Basin: District: COID: DISN: CHAPIS:	4911 15 MD KER KER	TOGT: ROGT: COT: NOXT: SOXT: PMT:	39112 .0007 .01289 .00975 .00002 .00052
Facility ID: Facility SIC Code: CO: Air Basin: District: COID: DISN: CHAPIS: 2017 Toxic Data	4911 15 MD KER KER	TOGT: ROGT: COT: NOXT: SOXT: PMT:	39112 .0007 .01289 .00975 .00002 .00052
Facility ID: Facility SIC Code: CO: Air Basin: District: COID: DISN: CHAPIS: 2017 Toxic Data Facility ID:	4911 15 MD KER KER EASTERN KERN APCD	TOGT: ROGT: COT: NOXT: SOXT: PMT: PM10T:	39112 .0007 .01289 .00975 .00002 .00052 .00052
Facility ID: Facility SIC Code: CO: Air Basin: District: COID: DISN: CHAPIS: 2017 Toxic Data	4911 15 MD KER KER EASTERN KERN APCD	TOGT: ROGT: COT: NOXT: SOXT: PMT: PM10T: COID:	39112 .0007 .01289 .00975 .00002 .00052 .00052
Facility ID: Facility SIC Code: CO: Nir Basin: District: COID: DISN: CHAPIS: CHAPIS: CHAPIS: CHAPIS: Facility ID: Facility SIC Code:	4911 15 MD KER KER EASTERN KERN APCD 5033 4911	TOGT: ROGT: COT: NOXT: SOXT: PMT: PM10T: COID: DISN:	39112 .0007 .01289 .00975 .00002 .00052 .00052

#### <u>Site:</u> CALANDRI/SONRISE FARMS, LP 43511 N. 70TH STREET EAST LANCASTER CA 93535

#### 2017 Criteria Data

Facility ID:	156902659	CERR Code:	
Facility SIC Code:	191	TOGT:	.0000675
CO:	19	ROGT:	.00005929875
Air Basin:	MD	COT:	.0001836
District:	AV	NOXT:	.0008442
COID:	LA	SOXT:	.0000128
DISN:	ANTELOPE VALLEY AQMD	PMT:	.000086
CHAPIS:		PM10T:	.000086

#### 2017 Toxic Data

Facility ID: Facility SIC Code: CO: Air Basin: District: TS: Health Risk Asmt: Non-Cancer Chronic F		COID: DISN: CHAPIS: CERR Code:	LA ANTELOPE VALLEY AQMD
Non-Cancer Acute Haz Ind:			

#### <u>Site:</u> ROSAMOND SOLAR PROJECT-PHASE 3 38874 HOLIDAY AVENUE ROSAMOND CA 93560

Registry ID:	110070521294
FIPS Code:	06029
HUC Code:	
Site Type Name:	STATIONARY
Location Description:	
Supplemental Location:	
Create Date:	04-MAR-2019 13:26:18
Update Date:	
Interest Types:	AIR EMISSIONS CLASSIFICATION UNKNOWN
SIC Codes:	
SIC Code Descriptions:	
NAICS Codes:	221114
NAICS Code Descriptions:	
Conveyor:	
Federal Facility Code:	
Federal Agency Name:	
Tribal Land Code:	
Tribal Land Name:	
Congressional Dist No.:	
Census Block Code:	
EPA Region Code:	09
County Name:	KERN
US/Mexico Border Ind:	
Latitude:	
Longitude:	
Reference Point:	
Coord Collection Method:	
Accuracy Value:	
Datum:	NAD83
Source:	

FINDS/FRS

**EMISSIONS** 

EIS:18694911

<u>Site:</u>	RODEO SOLAR C2 45707 90TH ST WEST	LANCASTER CA 93536	FINDS/FRS
Registı FIPS C	ode:	110070397851	
Locatio	pe Name: on Description:	STATIONARY	
Supple Create Update		26-DEC-2018 11:56:00	
•	t Types:	ELECTRIC GENERATOR	
NAICS	de Descriptions: Codes:		
Convey	Code Descriptions: /or: I Facility Code:		
Federa	Agency Name: and Code:		
Congre	.and Name: essional Dist No.: s Block Code:		
EPA Re	egion Code: Name:	09 LOS ANGELES	
Latitud		34.713333	
	ıde: nce Point: Collection Method:	-118.289444	
	cy Value:	NAD83	
	: Detail Rprt URL: m Acronyms:	http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110070397851	
EIA-860	):58751, EIA-860:58752		

<u>Site:</u>	ANTELOPE DSR 1 42656 90TH ST WEST	LANCASTER CA 93534
Regist FIPS C		110070395675
•	ode: /pe Name: on Description:	STATIONARY
Supple Create	emental Location: Date:	26-DEC-2018 11:47:53
Update Interes SIC Co	t Types:	ELECTRIC GENERATOR
NAICS	de Descriptions: Codes:	
Conve	Code Descriptions: yor: Il Facility Code:	
Tribal	l Agency Name: Land Code:	
Congre	Land Name: essional Dist No.: s Block Code:	

EPA Region Code: County Name: US/Mexico Border Ind:	09 LOS ANGELES
Latitude: Longitude:	34.655556 -118.280722
Reference Point: Coord Collection Method: Accuracy Value:	
Datum: Source:	NAD83
Facility Detail Rprt URL: Program Acronyms:	http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110070395675

Site: **RE GASKELL WEST 4 LLC FINDS/FRS** 23555 GASKELL ROAD ROSAMOND CA 93560 Registry ID: 110070396484 FIPS Code: HUC Code: Site Type Name: STATIONARY Location Description: Supplemental Location: Create Date: 26-DEC-2018 11:51:02 Update Date: Interest Types: ELECTRIC GENERATOR SIC Codes: SIC Code Descriptions: NAICS Codes: NAICS Code Descriptions: Conveyor: Federal Facility Code: Federal Agency Name: Tribal Land Code: Tribal Land Name: Congressional Dist No.: Census Block Code: EPA Region Code: 09 County Name: KERN US/Mexico Border Ind: Latitude: 34.827873 Longitude: -118.568178 Reference Point: Coord Collection Method: Accuracy Value: Datum: NAD83 Source: Facility Detail Rprt URL: http://ofmpub.epa.gov/enviro/fii\_query\_detail.disp\_program\_facility?p\_registry\_id=110070396484 Program Acronyms:

EIA-860:61448

EIA-860:60186

#### <u>Site:</u> RE GASKELL WEST 3 LLC 23555 GASKELL ROAD ROSAMOND CA 93560

Registry ID: FIPS Code:	110070396483
HUC Code:	
Site Type Name:	STATIONARY
Location Description:	
Supplemental Location:	
Create Date:	26-DEC-2018 11:51:01
Update Date:	
Interest Types:	ELECTRIC GENERATOR
SIC Codes:	

erisinfo.com | Environmental Risk Information Services

SIC Code Descriptions: NAICS Codes: NAICS Code Descriptions: Conveyor: Federal Facility Code: Federal Agency Name: Tribal Land Code: Tribal Land Name: Congressional Dist No.: Census Block Code: EPA Region Code: 09 KERN County Name: US/Mexico Border Ind: Latitude: 34.834944 Longitude: -118.551181 Reference Point: Coord Collection Method: Accuracy Value: Datum: NAD83 Source: Facility Detail Rprt URL: http://ofmpub.epa.gov/enviro/fii\_query\_detail.disp\_program\_facility?p\_registry\_id=110070396483 Program Acronyms: EIA-860:61447

#### <u>Site:</u> RE GASKELL WEST 2 LLC 23555 GASKELL ROAD ROSAMOND CA 93560

23333 GASKELE KOAD		
Registry ID:	110070396482	
FIPS Code:		
HUC Code:		
Site Type Name:	STATIONARY	
Location Description:		
Supplemental Location:		
Create Date:	26-DEC-2018 11:51:01	
Update Date:		
Interest Types:	ELECTRIC GENERATOR	
SIC Codes:		
SIC Code Descriptions:		
NAICS Codes:		
NAICS Code Descriptions:		
Conveyor:		
Federal Facility Code:		
Federal Agency Name:		
Tribal Land Code:		
Tribal Land Name:		
Congressional Dist No.:		
Census Block Code:		
EPA Region Code:	09	
County Name:	KERN	
US/Mexico Border Ind:	04.004.044	
Latitude:	34.834944	
Longitude: Reference Point:	-118.551181	
Coord Collection Method:		
Accuracy Value: Datum:	NAD83	
Source:		
Facility Detail Rprt URL:	http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110070396482	
Program Acronyms:		
og. ani Aoronymo.		

EIA-860:61446

#### <u>Site:</u> RE GASKELL WEST 1, LLC 23555 GASKELL ROAD ROSAMOND CA 93560

**FINDS/FRS** 

Registry ID:	110070396481
FIPS Code:	06029
HUC Code:	0020
Site Type Name:	STATIONARY
Location Description:	
Supplemental Location:	
Create Date:	26-DEC-2018 11:51:00
Update Date:	
Interest Types:	AIR EMISSIONS CLASSIFICATION UNKNOWN, ELECTRIC GENERATOR
SIC Codes:	AIX EMISSIONS CLASSIFICATION ON NOWN, ELECTRIC CENERATOR
SIC Code Descriptions:	
NAICS Codes:	221118
NAICS Code S. NAICS Code Descriptions:	221110
Conveyor:	
Federal Facility Code:	
Federal Agency Name:	
Tribal Land Code:	
Tribal Land Name:	
Congressional Dist No.:	
Census Block Code:	
EPA Region Code:	09
County Name:	KERN
US/Mexico Border Ind:	
Latitude:	34.832786
Longitude:	-118.563578
Reference Point:	
Coord Collection Method:	
Accuracy Value:	
Datum:	NAD83
Source:	
Facility Detail Rprt URL:	http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110070396481
Program Acronyms:	

EIA-860:61445, EIS:18138511

#### <u>Site:</u> CALANDRI/SONRISE FARMS, LP 65TH STREET AND BOBTAIL AVE ROSAMOND CA 93560

Devictory ID:	110024891161
Registry ID: FIPS Code:	06029
HUC Code:	00029
Site Type Name:	STATIONARY
Location Description:	STATIONALL
Supplemental Location:	
Create Date:	27-JUN-2006 19:49:23
Update Date:	07-NOV-2011 13:37:53
Interest Types:	07-100 -2011 13:37:33
SIC Codes:	
SIC Code Descriptions:	
NAICS Codes:	
NAICS Code Descriptions:	
Conveyor:	
Federal Facility Code:	
Federal Agency Name:	
Tribal Land Code:	
Tribal Land Name:	
Congressional Dist No.:	
Census Block Code:	
EPA Region Code:	09
County Name:	KERN
US/Mexico Border Ind:	
Latitude:	
Longitude:	
Reference Point:	
Coord Collection Method:	
Accuracy Value:	
Datum:	NAD83
Source:	

Site:			
	23555 GASKELL ROAD	ROSAMOND CA 93560	FINDS/FRS
Regist	ny ID:	110070396485	
FIPS C		110070390403	
HUC C			
	pe Name:	STATIONARY	
•	on Description:		
	emental Location:		
Create		26-DEC-2018 11:51:02	
Update	e Date:		
Interes	t Types:	ELECTRIC GENERATOR	
SIC Co	des:		
SIC Co	de Descriptions:		
	Codes:		
NAICS	Code Descriptions:		
Conve			
	I Facility Code:		
	I Agency Name:		
	Land Code:		
	Land Name:		
	essional Dist No.:		
	s Block Code:	09	
	egion Code: / Name:	KERN	
	xico Border Ind:	NERN	
Latituo		34.834944	
Longit		-118.551181	
	nce Point:		
	Collection Method:		
	ncy Value:		
Datum		NAD83	
Source	);		
Facility	/ Detail Rprt URL:	http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110070396485	
	m Acronyms:		
EIA-860	0.61440		

EIA-860:61449

#### <u>Site:</u> SOARING VISTA RANCH COMPOSTING AVE A 140 ST W. LANCASTER CA 93534

Registry ID: FIPS Code:	110065565686
HUC Code:	
Site Type Name: Location Description:	STATIONARY
Supplemental Location:	
Create Date:	13-OCT-2015 11:44:10
Update Date:	
Interest Types:	STATE MASTER
SIC Codes:	2875
SIC Code Descriptions:	FERTILIZERS, MIXING ONLY
NAICS Codes:	
NAICS Code Descriptions:	
Conveyor:	
Federal Facility Code:	
Federal Agency Name:	
Tribal Land Code:	
Tribal Land Name:	
Congressional Dist No.:	
Census Block Code:	
EPA Region Code:	09
County Name:	LOS ANGELES COUNTY

US/Mexico Border Ind: Latitude: Longitude: Reference Point: Coord Collection Method: Accuracy Value: Datum: Datum: NAD83 Source: Facility Detail Rprt URL: Nation: Facility Detail Rprt URL: Program Acronyms:

CA-ENVIROVIEW:347648

<u>Site:</u>	ERIC'S PLACE 48406 90TH ST EAST	LANCASTER CA 93535	FINDS/FRS
Registi FIPS C HUC C	ode:	110065408259	
Site Ty Locatio	pe Name: on Description: mental Location:	STATIONARY	
Create Update	Date:	13-OCT-2015 08:33:02	
SIC Co	t Types: des: de Descriptions:	STATE MASTER	
NAICS	Codes: Code Descriptions:		
	yor: I Facility Code: I Agency Name:		
Tribal I	Land Code: Land Name:		
Census	essional Dist No.: s Block Code:	09	
County	egion Code: / Name: xico Border Ind:	LOS ANGELES	
		34.76414 -117.96935	
Accura Datum Source		NAD83	
	/ Detail Rprt URL: m Acronyms:	http://ofmpub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110065408259	
CA-EN	VIROVIEW:252933		

#### <u>Site:</u> SOLAR STAR 1 (LOS ANGELES COUNTY SIDE) 14900 WEST AVENUE A LANCASTER CA 93536

Registry ID: 110065178408 FIPS Code: HUC Code: Site Type Name: **STATIONARY** Location Description: Supplemental Location: Create Date: 10-OCT-2015 09:45:44 Update Date: STATE MASTER Interest Types: SIC Codes: 4911 ELECTRIC SERVICES SIC Code Descriptions: NAICS Codes: 221114

**NAICS Code Descriptions:** Conveyor: Federal Facility Code: Federal Agency Name: Tribal Land Code: Tribal Land Name: Congressional Dist No.: Census Block Code: EPA Region Code: County Name: US/Mexico Border Ind: Latitude: Longitude: Reference Point: **Coord Collection Method:** Accuracy Value: Datum: Source: Facility Detail Rprt URL: Program Acronyms:

09 KERN 34.8192 -118.4062

#### NAD83

http://ofmpub.epa.gov/enviro/fii\_query\_detail.disp\_program\_facility?p\_registry\_id=110065178408

CA-ENVIROVIEW:68822

#### <u>Site:</u> SOUTHERN CALIFORNIA EDISON CORNER OF 90TH ST E & AVE E LANCASTER CA 935350000

SIC Code: Mailing City: ROSEMEAD NAICS Code: Mailing State: CA EPA ID: CAC002370391 Mailing Zip: 917700000 Region Code: Create Date: 7/24/2001 З SOUTHERN CALIFORNIA EDISON Fac Act Ind: No Owner Name: Inact Date: 9/10/2002 Owner Addr 1: PO BOX 800 Owner Addr 2: County Code: 19 **Owner City:** ROSEMEAD County Name: Los Angeles Mail Name: **Owner State:** CA Owner Zip: Mailing Addr 1: **PO BOX 800** 917700000 000000000 Mailing Addr 2: **Owner Phone: Owner Fax: Contact Information** Contact Name: STEVE BLAYLOCK Street Address 1: PO BOX 800 Street Address 2: ROSEMEAD City: State: CA 917700000 Zip: 6612941525 Phone: ---------Tanner Information Generator EPA ID: CAC002370391 Generator County Code: 19 Generator County: Los Angeles UTD981552177 TSD EPA ID: TSD County Code: 99 **TSD County:** Unknown State Waste Code: 261 State Waste Code Desc.: Polychlorinated biphenyls and material containing PCBs Method Code: T03 Method Description: Treatment, incineration 14.595 Tons: 2001 Year:

#### SOUTHERN CALIFORNIA EDISON

#### HAZNET

#### CORNER OF 90TH ST E & AVE J LANCASTER CA 935350000

SIC Code: NAICS Code: EPA ID: Create Date: Fac Act Ind: Inact Date: County Code: County Name: Mail Name: Mailing Addr 1: Mailing Addr 2: Owner Fax:	CAC002370383 7/24/2001 No 9/10/2002 19 Los Angeles PO BOX 800	Mailing City: Mailing State: Mailing Zip: Region Code: Owner Name: Owner Addr 1: Owner Addr 1: Owner Addr 2: Owner City: Owner State: Owner Zip: Owner Phone:	ROSEMEAD CA 917700000 3 SOUTHERN CALIFORNIA EDISON PO BOX 800 ROSEMEAD CA 917700000 000000000
Contact Information			
Contact Information			
 Contact Name: Street Address 1: Street Address 2:	STEVE BLAYLOCK PO BOX 800		
City: State:	ROSEMEAD CA		
Zip: Phone:	917700000 6612941525		
 Tanner Information			
Generator EPA ID: Generator County Code:	CAC002370383		
Generator County Code.	Los Angeles		
TSD EPA ID:	UTD981552177		
TSD County Code:	99		
TSD County:	Unknown		
State Waste Code:	261		
State Waste Code Desc.		and material containing PCBs	
Method Code:	T03		
Method Description:	Treatment, incineration		
Tons: Year:	7.089 2001		
rear:			

#### <u>Site:</u> DENNIS MCCOY & SONS INC 42400 70TH ST WEST-J163 LANCASTER CA 93536

CAC002594308

NAICS Code: EPA ID: Create Date: Fac Act Ind: Inact Date: County Code: County Name: Mail Name: Mailing Addr 1: Mailing Addr 2: Owner Fax:

SIC Code:

8/18/2005 No 2/15/2006 19 Los Angeles 2820 TOWNSGATE RD STE 206

#### **Contact Information**

Contact Name:	ERIC O'CONNOR
Street Address 1:	2820 TOWNSGATE RD STE 206
Street Address 2:	
City:	WESTLAKE
State:	CA
Zip:	91361
Phone:	8054490065

Mailing City: Mailing State: Mailing Zip: Region Code: Owner Name: Owner Addr 1: Owner Addr 2: Owner City: Owner City: Owner State: Owner Zip: Owner Phone: WESTLAKE CA 91361 3 DENNIS MCCOY & SONS INC 2820 TOWNSGATE RD STE 206

WESTLAKE CA 91361 8054490065 HAZNET

#### <u>Site:</u> JOHN CALAMDRI FARMS GASKELL RD ROSAMOND CA 93560

			Mailing City:	PALMDALE		
SIC Code:	0119		manning only.	FALIVIDALL		
NAICS Code:	11115		Mailing State:	CA		
EPA ID:	CAL00026	2760	Mailing Zip:	935510000		
Create Date:	11/25/2002	2 8:19:21 AM	Region Code:	1		
Fac Act Ind:	No		Owner Name:	JOHN CALANDRI		
Inact Date:	6/30/2011		Owner Addr 1:	6135 W AVENUE M-8		
County Code:	15		Owner Addr 2:		-	
County Name:	Kern		Owner City:	PALMDALE		
Mail Name:			Owner State:	CA		
Mailing Addr 1:	6135 W A\	/ENUE M-8	Owner Zip:	935510000		
Mailing Addr 2:			Owner Phone:	6619450616		
Owner Fax:	00000000	00	• • • • • • • • • • • • • • • • • • • •			
• • • • • • • • • • • • • • • • • • • •						
Contact Informa	tion					
 Contact Name:	-	 JOHN CALANDRI				
Street Address		6135 W AVENUE M-8				
Street Address 2		JISS WAVENUE WI-8				
		PALMDALE				
City: State:		CA				
State: Zin:		JA 935510000				
Zip: Rhonoi						
Phone:		6619450616 				
-	-	-				
	DO IARUSSI					
R 1 BO)	300 HOLIDAY RO	SAMOND CA 93568			HHSS	
County:						
Pdf File Url:	ł	http://geotracker.waterboards.ca.g	ov/ustpdfs/pdf/00024412.pd	f		
		1 0 0				
	E K YAMAMOTO WILLOW AVENUE	NONE CA 93725			HHSS	
7015 S. County:	E K YAMAMOTO WILLOW AVENUE	NONE CA 93725	ov/ustpdfs/pdf/00024242.pd	f	HHSS	
7015 S. County: Pdf File Url: <u>Site:</u>	E K YAMAMOTO WILLOW AVENUE		ov/ustpdfs/pdf/00024242.pd	f	HHSS	
7015 S. County: Pdf File Url: <u>Site:</u> AVE. A	E K YAMAMOTO WILLOW AVENUE †					
7015 S. County: Pdf File Url: <u>Site:</u> AVE. A OES Control NO	E K YAMAMOTO WILLOW AVENUE t ROSAMOND CA : 9990432	nttp://geotracker.waterboards.ca.g	Incident Date:	11/27/1988		
7015 S. County: Pdf File Url: <u>Site:</u> AVE. A OES Control NO Release Factors	E K YAMAMOTO WILLOW AVENUE r ROSAMOND CA : 9990432	nttp://geotracker.waterboards.ca.g	Incident Date: Date Reported:			
7015 S. County: Pdf File Url: <u>Site:</u> AVE. A OES Control NO Release Factors Release Text:	E K YAMAMOTO WILLOW AVENUE h ROSAMOND CA 9990432 Intentional	http://geotracker.waterboards.ca.g	Incident Date: Date Reported: Fatalities:	11/27/1988		
7015 S. County: Pdf File Url: <u>Site:</u> AVE. A DES Control NO Release Factors Release Text: Equipm Involved	E K YAMAMOTO WILLOW AVENUE ROSAMOND CA 9990432 Intentional No Equip I	http://geotracker.waterboards.ca.g	Incident Date: Date Reported: Fatalities: Other Injury:	11/27/1988		
7015 S. County: Pdf File Url: <u>Site:</u> AVE. A OES Control NO Release Factors Release Text: Equipm Involved Action Taken Te	E K YAMAMOTO WILLOW AVENUE ROSAMOND CA 9990432 Intentional I: No Equip I	http://geotracker.waterboards.ca.g	Incident Date: Date Reported: Fatalities: Other Injury: Other Decon:	11/27/1988		
7015 S. County: Pdf File Url: <u>Site:</u> AVE. A OES Control NO Release Factors Release Text: Equipm Involved Action Taken Te Chemicals:	E K YAMAMOTO WILLOW AVENUE ROSAMOND CA 9990432 Intentional No Equip I	http://geotracker.waterboards.ca.g	Incident Date: Date Reported: Fatalities: Other Injury: Other Decon: Other Fatal:	11/27/1988		
7015 S. County: Pdf File Url: <u>Site:</u> AVE. A OES Control NO Release Factors Release Text: Equipm Involved Action Taken Te Chemicals: Case Number:	E K YAMAMOTO WILLOW AVENUE F ROSAMOND CA 9990432 Intentional I: No Equip I kt: ACETONE	http://geotracker.waterboards.ca.g	Incident Date: Date Reported: Fatalities: Other Injury: Other Decon: Other Fatal: Vehicle:	11/27/1988		
7015 S. County: Pdf File Url: <u>Site:</u> AVE. A OES Control NO Release Factors Release Text: Equipm Involved Action Taken Te Chemicals: Case Number: HazMat Other:	E K YAMAMOTO WILLOW AVENUE ROSAMOND CA 9990432 Intentional I: No Equip I	http://geotracker.waterboards.ca.g	Incident Date: Date Reported: Fatalities: Other Injury: Other Decon: Other Fatal: Vehicle: State:	11/27/1988		
7015 S. County: Pdf File Url: <u>Site:</u> AVE. A OES Control NO Release Factors Release Text: Equipm Involved Action Taken Te Chemicals: Case Number: HazMat Other: HM Injury:	E K YAMAMOTO WILLOW AVENUE F ROSAMOND CA 9990432 Intentional I: No Equip I kt: ACETONE	http://geotracker.waterboards.ca.g	Incident Date: Date Reported: Fatalities: Other Injury: Other Decon: Other Fatal: Vehicle: State: CA DOT PUC ICC:	11/27/1988		
7015 S. County: Pdf File Url: <u>Site:</u> AVE. A OES Control NO Release Factors Release Text: Equipm Involved Action Taken Te Chemicals: Case Number: HazMat Other: HM Injury: Decon:	E K YAMAMOTO WILLOW AVENUE F ROSAMOND CA 99990432 Intentional I: No Equip I xt: ACETONE HEALTH D	Act nvolved	Incident Date: Date Reported: Fatalities: Other Injury: Other Decon: Other Fatal: Vehicle: State: CA DOT PUC ICC: Company Name:	11/27/1988 11/28/1988		
7015 S. County: Pdf File Url: <u>Site:</u> AVE. A OES Control NO Release Factors Release Text: Equipm Involved Action Taken Te Chemicals: Case Number: HazMat Other: HazMat Other: HM Injury: Decon: Agency Name:	E K YAMAMOTO WILLOW AVENUE F ROSAMOND CA 9990432 Intentional I: No Equip I xt: ACETONE HEALTH E KERN CEF	http://geotracker.waterboards.ca.g	Incident Date: Date Reported: Fatalities: Other Injury: Other Decon: Other Fatal: Vehicle: State: CA DOT PUC ICC:	11/27/1988		
7015 S. County: Pdf File Url: <u>Site:</u> AVE. A OES Control NO Release Factors Release Text: Equipm Involved Action Taken Te Chemicals: Case Number: HazMat Other: HM Injury: Decon: Agency Name: HazMat Pers:	E K YAMAMOTO WILLOW AVENUE ROSAMOND CA 99990432 Intentional I: No Equip I xt: ACETONE HEALTH E KERN CEH	http://geotracker.waterboards.ca.g Act nvolved E DEP H Dther	Incident Date: Date Reported: Fatalities: Other Injury: Other Decon: Other Fatal: Vehicle: State: CA DOT PUC ICC: Company Name:	11/27/1988 11/28/1988		
7015 S. County: Pdf File Url: <u>Site:</u> AVE. A OES Control NO Release Factors Release Text: Equipm Involved Action Taken Te Chemicals: Case Number: HazMat Other: HazMat Other: HazMat Other: HazMat Pers: Agency Name: HazMat Pers: Action Taken:	E K YAMAMOTO WILLOW AVENUE ROSAMOND CA 9990432 Intentional I: No Equip I Kt: ACETONE HEALTH E KERN CEH	http://geotracker.waterboards.ca.g Act nvolved DEP H Other Remove Hazard (Neutralize)	Incident Date: Date Reported: Fatalities: Other Injury: Other Decon: Other Fatal: Vehicle: State: CA DOT PUC ICC: Company Name:	11/27/1988 11/28/1988		
7015 S. County: Pdf File Url: <u>Site:</u> AVE. A OES Control NO Release Factors Release Text: Equipm Involved Action Taken Te Chemicals: Case Number: HazMat Other: HazMat Other: HazMat Other: HazMat Pers: Agency Name: HazMat Pers: Action Taken:	E K YAMAMOTO WILLOW AVENUE ROSAMOND CA 9990432 Intentional I: No Equip I Kt: ACETONE HEALTH E KERN CEH	http://geotracker.waterboards.ca.g Act nvolved E DEP H Dther	Incident Date: Date Reported: Fatalities: Other Injury: Other Decon: Other Fatal: Vehicle: State: CA DOT PUC ICC: Company Name:	11/27/1988 11/28/1988		
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7015 S. County: Pdf File Url: Site: AVE. A OES Control NO Release Factors Release Text: Equipm Involved Action Taken Te Chemicals: Case Number: HazMat Other: HazMat Other: HazMat Other: HazMat Pers: Action Taken: More than three Site: SOLAR	E K YAMAMOTO WILLOW AVENUE ROSAMOND CA : 9990432 : Intentional I: No Equip I kt: ACETONE HEALTH E KERN CEH	Act nvolved DEP H Dther Remove Hazard (Neutralize) 2 A XIX, LLC	Incident Date: Date Reported: Fatalities: Other Injury: Other Decon: Other Fatal: Vehicle: State: CA DOT PUC ICC: Company Name:	11/27/1988 11/28/1988		
7015 S. County: Pdf File Url: Site: AVE. A OES Control NO Release Factors Release Text: Equipm Involved Action Taken Te Chemicals: Case Number: HazMat Other: HAZMat Other: HAZMat Other: HAZMat Pers: Action Taken: More than three Site: SOLAR 000 W A	E K YAMAMOTO WILLOW AVENUE ROSAMOND CA 99990432 Intentional I: No Equip I KERN CEH HEALTH D KERN CEH Involved?: 2	Act nvolved DEP H Dther Remove Hazard (Neutralize) 2 A XIX, LLC STER CA 93536	Incident Date: Date Reported: Fatalities: Other Injury: Other Decon: Other Fatal: Vehicle: State: CA DOT PUC ICC: Company Name:	11/27/1988 11/28/1988	HIST CHMIRS	
7015 S. County: Pdf File Url: Site: AVE. A OES Control NO Release Factors Release Text: Equipm Involved Action Taken Te Chemicals: Case Number: HazMat Other: HAZMat Other: HAI Injury: Decon: Agency Name: HazMat Pers: Action Taken: More than three Site: SOLAR 000 W A	E K YAMAMOTO WILLOW AVENUE ROSAMOND CA 9990432 Intentional I: No Equip I Kt: ACETONE HEALTH E KERN CEI KERN CEI STAR CALIFORNIA VENUE A LANCA	Act Nvolved DEP H Dther Remove Hazard (Neutralize) 2 A XIX, LLC STER CA 93536 SD0000512	Incident Date: Date Reported: Fatalities: Other Injury: Other Decon: Other Fatal: Vehicle: State: CA DOT PUC ICC: Company Name:	11/27/1988 11/28/1988	HIST CHMIRS	
7015 S. County: Pdf File Url: Site: AVE. A OES Control NO Release Factors Release Text: Equipm Involved Action Taken Te Chemicals: Case Number: HazMat Other: HAZMat Other: HAZMat Other: HAZMat Pers: Action Taken: More than three Site: SOLAR 000 W A	E K YAMAMOTO WILLOW AVENUE ROSAMOND CA 9990432 Intentional I: No Equip I Kt: ACETONE HEALTH E KERN CEI KERN CEI STAR CALIFORNIA VENUE A LANCA	Act nvolved DEP H Dther Remove Hazard (Neutralize) 2 A XIX, LLC STER CA 93536	Incident Date: Date Reported: Fatalities: Other Injury: Other Decon: Other Fatal: Vehicle: State: CA DOT PUC ICC: Company Name:	11/27/1988 11/28/1988	HIST CHMIRS	

78

#### <u>Site:</u> SOARING VISTA RANCH COMPOSTING AVE A 140 ST W. LANCASTER CA

 County:
 LOS ANGELES
 Global ID:
 WDR1

 Site Facility Type:
 \* WDR SITE
 Facility ID:
 \*

 Status:
 HISTORICAL - WDR
 Site Code:
 \*

 Note:
 Information related to facilities can be searched on Geo Tracker Website:<br/>https://geotracker.waterboards.ca.gov/search
 \*

#### WDR Cleanup Sites from GeoTracker Search - Facilities (as of Apr 30, 2019)

Potential COC: Address/Partial Add: AVE A 140 ST W.	
Site History: No site history available City: LANCASTER	
CUF Claimno No: Zip:	
CUF Amount Paid: County: LOS ANGELES	
Groundwater Monitoring	
Freque:	
Composting Method: Facility Type:	
Potential Media of Concern:	
User Defined Beneficial Use:	
Designated Beneficial Use: NONE	
Post Closure Site Management:	
Future Land Use Reported:	
CUF Priority Assigned:	
Project Status: HISTORICAL - WDR AS OF 3/11/1993 DWR GW Sub Basin:	
DWR GW Sub Basin: Calwater Watershed:	
Cleanup Oversight Agencies:	
Project Oversight Agencies: LAHONTAN RWQCB (REGION 6V) (LEAD)	
Report Link: http://geotracker.waterboards.ca.gov/profile_report?global_id=WDR100034982	
Cleanup History Link: http://geotracker.waterboards.ca.gov/profile_report_include?global_id=WDR100034982&tabname=regulatory	nistor
У	

#### WDR Cleanup Sites from GeoTracker Search - Cleanup Status History (as of Apr 30, 2019)

Status: Date : Open - Case Begin Date 3/11/1993

Status: Date : Historical - WDR 3/11/1993

WASTE DISCHG

WDR100034982

# Appendix: Database Descriptions

Environmental Risk Information Services (ERIS) can search the following databases. The extent of historical information varies with each database and current information is determined by what is publicly available to ERIS at the time of update. ERIS updates databases as set out in ASTM Standard E1527-13, Section 8.1.8 Sources of Standard Source Information:

"Government information from nongovernmental sources may be considered current if the source updates the information at least every 90 days, or, for information that is updated less frequently than quarterly by the government agency, within 90 days of the date the government agency makes the information available to the public."

#### Standard Environmental Record Sources

#### Federal

#### National Priority List:

National Priorities List (Superfund)-NPL: EPA's (United States Environmental Protection Agency) list of the most serious uncontrolled or abandoned hazardous waste sites identified for possible long-term remedial action under the Superfund program. The NPL, which EPA is required to update at least once a year, is based primarily on the score a site receives from EPA's Hazard Ranking System. A site must be on the NPL to receive money from the Superfund Trust Fund for remedial action.

Government Publication Date: Jun 11, 2019

#### National Priority List - Proposed:

Includes sites proposed (by the EPA, the state, or concerned citizens) for addition to the NPL due to contamination by hazardous waste and identified by the Environmental Protection Agency (EPA) as a candidate for cleanup because it poses a risk to human health and/or the environment. *Government Publication Date: Jun 11, 2019* 

#### Deleted NPL:

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate. *Government Publication Date: Jun 11, 2019* 

#### SEMS List 8R Active Site Inventory:

The Superfund Program has deployed the Superfund Enterprise Management System (SEMS), which integrates multiple legacy systems into a comprehensive tracking and reporting tool. This inventory contains active sites evaluated by the Superfund program that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. The Active Site Inventory Report displays site and location information at active SEMS sites. An active site is one at which site assessment, removal, remedial, enforcement, cost recovery, or oversight activities are being planned or conducted. *Government Publication Date: Jun 11, 2019* 

#### SEMS List 8R Archive Sites:

The Superfund Enterprise Management System (SEMS) Archived Site Inventory displays site and location information at sites archived from SEMS. An archived site is one at which EPA has determined that assessment has been completed and no further remedial action is planned under the Superfund program at this time.

Government Publication Date: Jun 11, 2019

#### Inventory of Open Dumps, June 1985:

The Resource Conservation and Recovery Act (RCRA) provides for publication of an inventory of open dumps. The Act defines "open dumps" as facilities which do not comply with EPA's "Criteria for Classification of Solid Waste Disposal Facilities and Practices" (40 CFR 257). *Government Publication Date: Jun 1985* 

#### NPL

#### DELETED NPL

PROPOSED NPL

#### SEMS

#### SEMS ARCHIVE

#### ODI

#### erisinfo.com | Environmental Risk Information Services

#### Comprehensive Environmental Response, Compensation and Liability Information System -**CERCLIS:**

Superfund is a program administered by the United States Environmental Protection Agency (EPA) to locate, investigate, and clean up the worst hazardous waste sites throughout the United States. CERCLIS is a database of potential and confirmed hazardous waste sites at which the EPA Superfund program has some involvement. It contains sites that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. The EPA administers the Superfund program in cooperation with individual states and tribal governments; this database is made available by the EPA.

Government Publication Date: Oct 25, 2013

#### EPA Report on the Status of Open Dumps on Indian Lands:

Public Law 103-399, The Indian Lands Open Dump Cleanup Act of 1994, enacted October 22, 1994, identified congressional concerns that solid waste open dump sites located on American Indian or Alaska Native (AI/AN) lands threaten the health and safety of residents of those lands and contiguous areas. The purpose of the Act is to identify the location of open dumps on Indian lands, assess the relative health and environment hazards posed by those sites, and provide financial and technical assistance to Indian tribal governments to close such dumps in compliance with Federal standards and regulations or standards promulgated by Indian Tribal governments or Alaska Native entities. Government Publication Date: Dec 31, 1998

#### **CERCLIS - No Further Remedial Action Planned:**

An archived site is one at which EPA has determined that assessment has been completed and no further remedial action is planned under the Superfund program at this time. The Archive designation means that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL). This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Government Publication Date: Oct 25, 2013

#### **CERCLIS Liens:**

A Federal Superfund lien exists at any property where EPA has incurred Superfund costs to address contamination ("Superfund site") and has provided notice of liability to the property owner. A Federal CERCLA ("Superfund") lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. This database is made available by the United States Environmental Protection Agency (EPA). Government Publication Date: Jan 30, 2014

#### **RCRA CORRACTS-Corrective Action:**

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. At these sites, the Corrective Action Program ensures that cleanups occur. EPA and state regulators work with facilities and communities to design remedies based on the contamination, geology, and anticipated use unique to each site.

Government Publication Date: Jun 3, 2019

#### **RCRA non-CORRACTS TSD Facilities:**

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. This database includes Non-Corrective Action sites listed as treatment, storage and/or disposal facilities of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Government Publication Date: Jun 3, 2019

#### **RCRA Generator List:**

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Large Quantity Generators (LQGs) generate 1,000 kilograms per month or more of hazardous waste or more than one kilogram per month of acutely hazardous waste.

Government Publication Date: Jun 3, 2019

#### **RCRA Small Quantity Generators List:**

RCRA Info is the EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Small Quantity Generators (SQGs) generate more than 100 kilograms, but less than 1,000 kilograms, of hazardous waste per month.

Government Publication Date: Jun 3, 2019

81

#### RCRA TSD

**RCRA LQG** 

#### RCRA SOG

#### Order No: 20190917248

#### CERCLIS

IODI

# **CERCLIS NFRAP**

**CERCLIS LIENS** 

RCRA CORRACTS

#### erisinfo.com | Environmental Risk Information Services

#### RCRA Conditionally Exempt and Very Small Quantity Generators List:

RCRA Info is the EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Conditionally Exempt and Very Small Quantity Generators (VSQG and CESQG) generate 100 kilograms or less per month of hazardous waste, or one kilogram or less per month of acutely hazardous waste. Additionally, VSQG and CESQG may not accumulate more than 1,000 kilograms of hazardous waste at any time.

Government Publication Date: Jun 3, 2019

#### **RCRA Non-Generators:**

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Non-Generators do not presently generate hazardous waste. Government Publication Date: Jun 3, 2019

#### Federal Engineering Controls-ECs:

Engineering controls (ECs) encompass a variety of engineered and constructed physical barriers (e.g., soil capping, sub-surface venting systems, mitigation barriers, fences) to contain and/or prevent exposure to contamination on a property. This database is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: Sep 20, 2018

#### Federal Institutional Controls- ICs:

Institutional controls are non-engineered instruments, such as administrative and legal controls, that help minimize the potential for human exposure to contamination and/or protect the integrity of the remedy. Although it is EPA's (United States Environmental Protection Agency ) expectation that treatment or engineering controls will be used to address principal threat wastes and that groundwater will be returned to its beneficial use whenever practicable, ICs play an important role in site remedies because they reduce exposure to contamination by limiting land or resource use and guide human behavior at a site.

Government Publication Date: Sep 20, 2018

#### Emergency Response Notification System:

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories.

Government Publication Date: 1982-1986

#### Emergency Response Notification System:

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories.

Government Publication Date: 1987-1989

#### Emergency Response Notification System:

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories. This database is made available by the United States Environmental Protection Agency (EPA). Government Publication Date: Mar 21, 2019

#### The Assessment, Cleanup and Redevelopment Exchange System (ACRES) Brownfield Database:

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties protects the environment, reduces blight, and takes development pressures off greenspaces and working lands. This database is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: Jan 11, 2019

#### FEMA Underground Storage Tank Listing:

The Federal Emergency Management Agency (FEMA) of the Department of Homeland Security maintains a list of FEMA owned underground storage tanks.

Government Publication Date: Dec 31, 2017



## ERNS 1982 TO 1986

#### ERNS 1987 TO 1989

FEMA UST

ERNS

#### FED BROWNFIELDS

#### RCRA CESQG

**RCRA NON GEN** 

**FED INST** 

FED ENG

#### Order No: 20190917248

#### Petroleum Refineries:

#### List of petroleum refineries from the U.S. Energy Information Administration (EIA) Refinery Capacity Report. Includes operating and idle petroleum refineries (including new refineries under construction) and refineries shut down during the previous year located in the 50 States, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, and other U.S. possessions. Survey locations adjusted using public data. Government Publication Date: Jul 17. 2018

#### Petroleum Product and Crude Oil Rail Terminals:

List of petroleum product and crude oil rail terminals made available by the U.S. Energy Information Administration (EIA). Includes operable bulk petroleum product terminals located in the 50 States and the District of Columbia with a total bulk shell storage capacity of 50,000 barrels or more, and/or the ability to receive volumes from tanker, barge, or pipeline; also rail terminals handling the loading and unloading of crude oil that were active between 2017 and 2018. Petroleum product terminals comes from the EIA-815 Bulk Terminal and Blender Report, which includes working, shell in operation, and shell idle for several major product groupings. Survey locations adjusted using public data. Government Publication Date: Jan 18, 2019

#### LIEN on Property:

The EPA Superfund Enterprise Management System (SEMS) provides LIEN information on properties under the EPA Superfund Program. Government Publication Date: Jun 11, 2019

#### Superfund Decision Documents:

This database contains a listing of decision documents for Superfund sites. Decision documents serve to provide the reasoning for the choice of (or) changes to a Superfund Site cleanup plan. The decision documents include Records of Decision (ROD), ROD Amendments, Explanations of Significant Differences (ESD), along with other associated memos and files. This information is maintained and made available by the US EPA (Environmental Protection Agency).

Government Publication Date: Aug 20, 2019

#### State

#### State Response Sites:

A list of identified confirmed release sites where the Department of Toxic Substances Control (DTSC) is involved in remediation, either in a lead or oversight capacity. These confirmed release sites are generally high-priority and high potential risk. This database is state equivalent NPL. Government Publication Date: Jun 14, 2019

#### EnviroStor Database:

The EnviroStor Data Management System is made available by the Department of Toxic Substances Control (DTSC). Includes Corrective Action sites, Tiered Permit sites, Historical Sites and Evaluation/Investigation sites. This database is state equivalent CERCLIS. Government Publication Date: Jun 14, 2019

#### **Delisted State Response Sites:**

Sites removed from the list of State Response Sites made available by the EnviroStor Data Management System, Department of Toxic Substances Control (DTSC).

Government Publication Date: Jun 14, 2019

#### Solid Waste Information System (SWIS):

The Solid Waste Information System (SWIS) database made available by the Department of Resources Recycling and Recovery (CalRecycle) contains information on solid waste facilities, operations, and disposal sites throughout the State of California. The types of facilities found in this database include landfills, transfer stations, material recovery facilities, composting sites, transformation facilities, waste tire sites, and closed disposal sites. Government Publication Date: Aug 19, 2019

#### EnviroStor Hazardous Waste Facilities:

A list of hazardous waste facilities including permitted, post-closure and historical facilities found in the Department of Toxic Substances Control (DTSC) EnviroStor database.

Government Publication Date: Jun 14, 2019

83

#### Sites Listed in the Solid Waste Assessment Test (SWAT) Program Report:

#### **BULK TERMINAL**

#### SUPERFUND ROD

SEMS LIEN

## **ENVIROSTOR**

## **DELISTED ENVS**

# SWF/LF

#### HWP

# SWAT

#### REFN

# RESPONSE

In a 1993 Memorandum of Understanding, the State Water Resources Control Board (SWRCB) agreed to submit a comprehensive report on the Solid Waste Assessment Test (SWAT) Program to the California Integrated Waste Management Board (CIWMB). This report summarizes the work completed to date on the SWAT Program, and addresses both the impacts that leakage from solid waste disposal sites (SWDS) may have upon waters of the State and the actions taken to address such leakage.

Government Publication Date: Dec 31, 1995

#### Land Disposal Sites:

#### Land Disposal Sites in GeoTracker, the State Water Resources Control Board (SWRCB)'s data management system. The Land Disposal program regulates of waste discharge to land for treatment, storage and disposal in waste management units. Waste management units include waste piles, surface impoundments, and landfills.

Government Publication Date: Jul 17, 2019

#### Leaking Underground Fuel Tank Reports:

List of Leaking Underground Storage Tanks within the Cleanup Sites data in GeoTracker database. GeoTracker is the State Water Resources Control Board's (SWRCB) data management system for managing sites that impact groundwater, especially those that require groundwater cleanup (Underground Storage Tanks, Department of Defense and Site Cleanup Program) as well as permitted facilities such as operating Underground Storage Tanks. The Leak Prevention Program that overlooks LUST sites is the SWRCB in California's Environmental Protection Agency. Government Publication Date: Jul 17, 2019

#### **Delisted Leaking Storage Tanks:**

#### List of Leaking Underground Storage Tanks (LUST) cleanup sites removed from GeoTracker, the State Water Resources Control Board (SWRCB)'s database system, as well as sites removed from the SWRCB's list of UST Case closures. Government Publication Date: Jul 17, 2019

#### Permitted Underground Storage Tank (UST) in GeoTracker:

List of Permitted Underground Storage Tank (UST) sites made available by the State Water Resources Control Board (SWRCB) in California's Environmental Protection Agency (EPA). Government Publication Date: Jul 17, 2019

#### Solid Waste Disposal Sites with Waste Constituents Above Hazardous Waste Levels:

This is a list of solid waste disposal sites identified by California State Water Resources Control Board with waste constituents above hazardous waste levels outside the waste management unit.

Government Publication Date: Sep 20, 2006

#### Proposed Closure of Underground Storage Tank Cases:

List of UST cases that are being considered for closure by either the California Environmental Protection Agency, State Water Resources Control Board or the Executive Director that have been posted for a 60-day public comment period. Government Publication Date: Jun 17, 2019

#### Historical Hazardous Substance Storage Information Database:

The Historical Hazardous Substance Storage database contains information collected in the 1980s from facilities that stored hazardous substances. The information was originally collected on paper forms, was later transferred to microfiche, and recently indexed as a searchable database. When using this database, please be aware that it is based upon self-reported information submitted by facilities which has not been independently verified. It is unlikely that every facility responded to the survey and the database should not be expected to be a complete inventory of all facilities that were operating at that time. This database is maintained by the California State Water Resources Control Board's (SWRCB) Geotracker. Government Publication Date: Aug 27, 2015

#### Aboveground Storage Tanks:

A statewide list from 2009 of aboveground storage tanks (ASTs) made available by the Cal FIRE Office of the State Fire Marshal (OSFM). This list is no longer maintained or updated by the Cal FIRE OSFM.

Government Publication Date: Aug 31, 2009

#### **Delisted Storage Tanks:**

84

This database contains a list of storage tank sites that were removed by the State Water Resources Control Board (SWRCB) in California's Environmental Protection Agency (EPA) and the Cal FIRE Office of State Fire Marshal (OSFM). Government Publication Date: Sep 11, 2019

LUST

UST

LDS

# DELISTED LST

#### UST CLOSURE

SWRCB SWF

#### AST

**DELISTED TNK** 

HHSS

#### California Environmental Reporting System (CERS) Tanks:

List of sites in the California Environmental Protection Agency (CalEPA) Regulated Site Portal which fall under the Aboveground Petroleum Storage and Underground Storage Tank regulatory programs. The CalEPA oversees the statewide implementation of the Unified Program which applies regulatory standards to protect Californians from hazardous waste and materials. *Government Publication Date: Aug 19, 2019* 

#### Site Mitigation and Brownfields Reuse Program Facility Sites with Land Use Restrictions:

The Department of Toxic Substances Control (DTSC) Site Mitigation and Brownfields Reuse Program (SMBRP) list includes sites cleaned up under the program's oversight and generally does not include current or former hazardous waste facilities that required a hazardous waste facility permit. The list represents land use restrictions that are active. Some sites have multiple land use restrictions. *Government Publication Date: Jun 14, 2019* 

#### Hazardous Waste Management Program Facility Sites with Deed / Land Use Restrictions:

The Department of Toxic Substances Control (DTSC) Hazardous Waste Management Program (HWMP) has developed a list of current or former hazardous waste facilities that have a recorded land use restriction at the local county recorder's office. The land use restrictions on this list were required by the DTSC HWMP as a result of the presence of hazardous substances that remain on site after the facility (or part of the facility) has been closed or cleaned up. The types of land use restriction include deed notice, deed restriction, or a land use restriction that binds current and future owners.

Government Publication Date: Apr 17, 2019

#### Deed Restrictions and Land Use Restrictions:

List of Deed Restrictions, Land Use Restrictions and Covenants in GeoTracker made available by the State Water Resources Control Board (SWRCB) in California's Environmental Protection Agency. A deed restriction (land use covenant) may be required to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials. *Government Publication Date: Jul 17, 2019* 

#### Voluntary Cleanup Program:

List of sites in the Voluntary Cleanup Program made available by the Department of Toxic Substances and Control (DTSC). The Voluntary Cleanup Program was designed to respond to lower priority sites. Under the Voluntary Cleanup Program, DTSC enters site-specific agreements with project proponents for DTSC oversight of site assessment, investigation, and/or removal or remediation activities, and the project proponents agree to pay DTSC's reasonable costs for those services.

Government Publication Date: Jun 14, 2019

#### GeoTracker Cleanup Program Sites:

A list of Cleanup Program sites in the state of California made available by The State Water Resources Control Board (SWRCB) of the California Environmental Protection Agency (EPA). SWRCB tracks leaking underground storage tank cleanups as well as other water board cleanups. *Government Publication Date: Jul 17, 2019* 

#### **Delisted County Records:**

Records removed from county or CUPA databases. Records may be removed from the county lists made available by the respective county departments because they are inactive, or because they have been deemed to be below reportable thresholds. *Government Publication Date: Sep 15, 2019* 

#### Delisted California Environmental Reporting System (CERS) Tanks:

This database contains a list of Aboveground Petroleum Storage and Underground Storage Tank sites that were removed from in the California Environmental Protection Agency (CalEPA) Regulated Site Portal. *Government Publication Date: Aug 19, 2019* 

#### Historical Hazardous Substance Storage Container Information - Facility Summary:

The State Water Resources Control Board maintained the Hazardous Substance Storage Containers listing and inventory in th 1980s. This facility summary lists historic tank sites where the following container types were present: farm motor vehicle fuel tanks; waste tanks; sumps; pits, ponds, lagoons, and others; and all other product tanks. This set, published in May 1988, lists facility and owner information, as well as the number of containers. This data is historic and will not be updated.

Government Publication Date: May 27, 1988

<u>Tribal</u>

#### CLEANUP SITES the California

#### DELISTED COUNTY

**DELISTED CTNK** 

#### HIST TANK

## Order No: 20190917248

#### CERS TANK

HLUR

LUR

# VCP

DEED

#### Leaking Underground Storage Tanks (LUSTs) on Indian Lands:

LUSTs on Tribal/Indian Lands in Region 9, which includes California. *Government Publication Date: Dec 31, 2017* 

#### Underground Storage Tanks (USTs) on Indian Lands:

USTs on Tribal/Indian Lands in Region 9, which includes California. *Government Publication Date: Dec 31, 2017* 

#### Delisted Tribal Leaking Storage Tanks:

Leaking Underground Storage Tank facilities which have been removed from the Regional Tribal LUST lists made available by the EPA. *Government Publication Date: Oct 14, 2017* 

#### Delisted Tribal Underground Storage Tanks:

Underground Storage Tank facilities which have been removed from the Regional Tribal UST lists made available by the EPA. *Government Publication Date: Oct 14, 2017* 

#### **County**

#### Kern County - City of Bakersfield CUPA List:

A list of facilities associated with various Certified Unified Program Agency (CUPA) programs in the City of Bakersfield. This list is made available by the City of Bakersfield Fire Department. Government Publication Date: Aug 22, 2019

#### Kern County - CUPA List:

A list of facilities associated with various Certified Unified Program Agency (CUPA) programs in the County of Kern. This list is made available by Kern County Environmental Health Services Department which has been certified by CalEPA to implement the Unified program as a CUPA for Kern County. *Government Publication Date: Jul 25, 2019* 

#### Kern County - UST List:

#### A list of active and inactive Underground Storage Tanks made available by the Environmental Health Division of Kern County, California. Government Publication Date: Jul 25, 2019

#### <u>Kern County - AST List:</u>

A list of aboveground storage tanks in the county of Kern. This list is made available by Kern County Public Health Services Department. Government Publication Date: Jul 25, 2019

#### Los Angeles County - Burbank City CUPA List:

A list of facilities associated with various Certified Unified Program Agency (CUPA) programs in the City of Burbank. This list is made available by the City of Burbank Fire Department.

Government Publication Date: Aug 21, 2019

#### Los Angeles County - El Segundo City Underground Storage Tanks List:

List of registered Underground Storage Tanks (USTs) in the City of El Segundo of Los Angeles County, made available by El Segundo City Fire Department.

Government Publication Date: Jan 17, 2017

#### Los Angeles County - Santa Fe Springs Underground Storage Tank:

A list of registered active Underground Storage Tanks (USTs) in the City of Santa Fe Springs. This list is made available by Santa Fe Springs Department of Fire-Rescue.

Government Publication Date: Jun 17, 2019

#### Los Angeles County - Santa Monica City Aboveground Storage Tank List:

List of registered Aboveground Storage Tanks (ASTs) made available by the Santa Monica Fire Department in the City of Santa Monica of Los Angeles County, California.

Government Publication Date: Jul 19, 2019

86

#### INDIAN UST

**INDIAN LUST** 

#### DELISTED ILST

#### DELISTED IUST

**BKRSFIELD CUPA** 

## KERN CUPA

#### KERN UST

#### KERN AST

#### BURBANK CUPA

#### UST ELSEGUNDO

SANTAMON AST

#### City Fire

**UST SANTAFESP** 

#### Los Angeles County - Santa Monica City CUPA Facilities List:

## The Santa Monica Fire Department's office maintains a list of CUPA Facilities located in Santa Monica city. Government Publication Date: Jul 19, 2019

#### Los Angeles County - Santa Monica City Underground Storage Tank List: **UST SANTA MONICA** A list of registered active Underground Storage Tanks (USTs) in the City of Santa Monica made available by Santa Monica Fire Prevention Division. Government Publication Date: Jul 25, 2019

Los Angeles County - Torrance City Underground Storage Tanks: A list of registered Underground Storage Tank (UST) sites in Torrance City of Los Angeles County. This list is made available by Torrance City Office of Clerk.

Government Publication Date: Jun 27, 2019

## Los Angeles County - Vernon City CUPA List:

The Vernon City Fire Department's office maintains a list of CUPA Facilities located in Vernon city. Government Publication Date: Jul 23, 2019

## Los Angeles County - Vernon City UST List:

A list of Underground Storage Tanks (UST) in Vernon City provided by the Vernon City Fire Department. Government Publication Date: Jul 23, 2019

#### Los Angeles County - HMS List:

List of sites in the Los Angeles County Department of Public Works Hazardous Materials System (HMS) Database which have or have had permits for Industrial Waste, Underground Storage Tanks, or Stormwater in the county of Los Angeles. Government Publication Date: Jul 9, 2019

#### Los Angeles County - Long Beach UST List:

List of registered Underground Storage Tanks (USTs) in the City of Long Beach, Los Angeles County, made available by the Long Beach Certified Unified Program Agency (CUPA). The Long Beach CUPA operates under oversight shared by the Long Beach Fire Department and Health Department. Government Publication Date: Jul 9, 2018

#### Los Angeles County - Solid Waste Sites:

List of permitted solid waste facilities, closed landfills, historical dumpsites and other solid waste sites in Los Angeles County, made available by the Department of Public Works in Los Angeles County. Government Publication Date: Aug 19, 2019

Los Angeles County - City of Los Angeles UST List:	UST LA CITY
A list of active and inactive underground storage tank facilities made available by the Los Angeles Fire Department CUPA.	
Government Publication Date: Jun 1, 2019	
Los Angeles County - City of Los Angeles AST List:	AST LA CITY
A list of active and inactive above ground petroleum storage tanks made available by the Los Angeles Fire Department CUPA.	
Government Publication Date: Jun 1, 2019	

Los Angeles County - City of Los Angeles Hazardous Materials Facilities: LA CITY HAZMAT A list of active and inactive hazardous materials facilities made available by the Los Angeles Fire Department CUPA. Government Publication Date: Jun 1, 2019

### Additional Environmental Record Sources

Federal

87

SANTAMON CUPA

**UST TORRANCE** 

**VERNON CUPA** 

**UST VERNON** 

# LA HMS

#### **UST LONGB**

#### LA SWF

#### **PFOA/PFOS Contaminated Sites:**

List of sites where PFOA or PFOS contaminants have been found in drinking water or soil. Made available by the Federal Environmental Protection Agency (EPA).

Government Publication Date: Nov 15, 2018

#### Facility Registry Service/Facility Index:

The US Environmental Protection Agency (EPA)'s Facility Registry System (FRS) is a centrally managed database that identifies facilities, sites or places subject to environmental regulations or of environmental interest. FRS creates high-quality, accurate, and authoritative facility identification records through rigorous verification and management procedures that incorporate information from program national systems, state master facility records, data collected from EPA's Central Data Exchange registrations and data management personnel. Government Publication Date: Apr 23, 2019

#### Toxics Release Inventory (TRI) Program:

The EPA's Toxics Release Inventory (TRI) is a database containing data on disposal or other releases of over 650 toxic chemicals from thousands of U.S. facilities and information about how facilities manage those chemicals through recycling, energy recovery, and treatment. One of TRI's primary purposes is to inform communities about toxic chemical releases to the environment. Government Publication Date: Dec 31, 2017

#### Perfluorinated Alkyl Substances (PFAS) Releases:

List of Toxics Release Inventory (TRI) facilities at which the reported chemical is a Per- or polyfluorinated alkyl substance (PFAS) included in the Environmental Protection Agency (EPA)'s consolidated PFAS Master List of PFAS Substances. The EPA's Toxics Release Inventory (TRI) is a database containing data on disposal or other releases of over 650 toxic chemicals from thousands of U.S. facilities and information about how facilities manage those chemicals through recycling, energy recovery, and treatment.

Government Publication Date: Dec 31, 2017

#### Hazardous Materials Information Reporting System:

US DOT - Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) Incidents Reports Database taken from Hazmat Intelligence Portal, U.S. Department of Transportation.

Government Publication Date: Jan 8, 2019

#### National Clandestine Drug Labs:

The U.S. Department of Justice ("the Department") provides this data as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Government Publication Date: Jul 18, 2018

#### Toxic Substances Control Act:

The Environmental Protection Agency (EPA) is amending the Toxic Substances Control Act (TSCA) section 8(a) Inventory Update Reporting (IUR) rule and changing its name to the Chemical Data Reporting (CDR) rule.

The CDR enables EPA to collect and publish information on the manufacturing, processing, and use of commercial chemical substances and mixtures (referred to hereafter as chemical substances) on the TSCA Chemical Substance Inventory (TSCA Inventory). This includes current information on chemical substance production volumes, manufacturing sites, and how the chemical substances are used. This information helps the Agency determine whether people or the environment are potentially exposed to reported chemical substances. EPA publishes submitted CDR data that is not Confidential Business Information (CBI).

Government Publication Date: Jun 30, 2017

#### Hist TSCA:

88

The Environmental Protection Agency (EPA) is amending the Toxic Substances Control Act (TSCA) section 8(a) Inventory Update Reporting (IUR) rule and changing its name to the Chemical Data Reporting (CDR) rule.

The 2006 IUR data summary report includes information about chemicals manufactured or imported in quantities of 25,000 pounds or more at a single site during calendar year 2005. In addition to the basic manufacturing information collected in previous reporting cycles, the 2006 cycle is the first time EPA collected information to characterize exposure during manufacturing, processing and use of organic chemicals. The 2006 cycle also is the first time manufacturers of inorganic chemicals were required to report basic manufacturing information.

Government Publication Date: Dec 31, 2006

#### FTTS Administrative Case Listing:

An administrative case listing from the Federal Insecticide, Fungicide, & Rodenticide Act (FIFRA) and Toxic Substances Control Act (TSCA), together known as FTTS. This database was obtained from the Environmental Protection Agency's (EPA) National Compliance Database (NCDB). The FTTS and NCDB was shut down in 2006.

#### FTTS ADMIN

HIST TSCA

**FINDS/FRS** 

PFAS NPL

#### TRIS

## **HMIRS**

#### NCDL

#### **TSCA**

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#### Order No: 20190917248

PFAS TRI

#### FTTS Inspection Case Listing:

An inspection case listing from the Federal Insecticide, Fungicide, & Rodenticide Act (FIFRA) and Toxic Substances Control Act (TSCA), together known as FTTS. This database was obtained from the Environmental Protection Agency's (EPA) National Compliance Database (NCDB). The FTTS and NCDB was shut down in 2006.

Government Publication Date: Jan 19, 2007

#### Potentially Responsible Parties List:

Early in the cleanup process, the Environmental Protection Agency (EPA) conducts a search to find the potentially responsible parties (PRPs). EPA looks for evidence to determine liability by matching wastes found at the site with parties that may have contributed wastes to the site. *Government Publication Date: Jun 11, 2019* 

#### State Coalition for Remediation of Drycleaners Listing:

The State Coalition for Remediation of Drycleaners (SCRD) was established in 1998, with support from the U.S. Environmental Protection Agency (EPA) Office of Superfund Remediation and Technology Innovation. Coalition members are states with mandated programs and funding for drycleaner site remediation. Current members are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Government Publication Date: Nov 08, 2017

#### Integrated Compliance Information System (ICIS):

The Integrated Compliance Information System (ICIS) is a system that provides information for the Federal Enforcement and Compliance (FE&C) and the National Pollutant Discharge Elimination System (NPDES) programs. The FE&C component supports the Environmental Protection Agency's (EPA) Civil Enforcement and Compliance program activities. These activities include Compliance Assistance, Compliance Monitoring and Enforcement. The NPDES program supports tracking of NPDES permits, limits, discharge monitoring data and other program reports. *Government Publication Date: Nov 18, 2016* 

#### **Drycleaner Facilities:**

A list of drycleaner facilities from the Integrated Compliance Information System (ICIS). The Environmental Protection Agency (EPA) tracks facilities that possess NAIC and SIC codes that classify businesses as drycleaner establishments. *Government Publication Date: May 29, 2018* 

#### **Delisted Drycleaner Facilities:**

List of sites removed from the list of Drycleaner Facilities (sites in the EPA's Integrated Compliance Information System (ICIS) with NAIC or SIC codes identifying the business as a drycleaner establishment). Government Publication Date: May 29, 2018

#### Formerly Used Defense Sites:

Formerly Used Defense Sites (FUDS) are properties that were formerly owned by, leased to, or otherwise possessed by and under the jurisdiction of the Secretary of Defense prior to October 1986, where the Department of Defense (DoD) is responsible for an environmental restoration. This list is published by the U.S. Army Corps of Engineers.

Government Publication Date: Oct 23, 2018

#### Material Licensing Tracking System (MLTS):

A list of sites that store radioactive material subject to the Nuclear Regulatory Commission (NRC) licensing requirements. This list is maintained by the NRC. As of September 2016, the NRC no longer releases location information for sites. Site locations were last received in July 2016. *Government Publication Date: Nov 1, 2018* 

#### Historic Material Licensing Tracking System (MLTS) sites:

A historic list of sites that have inactive licenses and/or removed from the Material Licensing Tracking System (MLTS). In some cases, a site is removed from the MLTS when the state becomes an "Agreement State". An Agreement State is a State that has signed an agreement with the Nuclear Regulatory Commission (NRC) authorizing the State to regulate certain uses of radioactive materials within the State. *Government Publication Date: Jan 31, 2010* 

#### Mines Master Index File:

The Master Index File (MIF) contains mine identification numbers issued by the Department of Labor Mine Safety and Health Administration (MSHA) for mines active or opened since 1971. Note that addresses may or may not correspond with the physical location of the mine itself. *Government Publication Date: May 3, 2019* 

## FTTS INSP

PRP

ICIS

#### SCRD DRYCLEANER

#### FED DRYCLEANERS

#### DELISTED FED DRY

#### FUDS

MLTS

#### HIST MLTS

#### MINES

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#### Alternative Fueling Stations:

List of alternative fueling stations made available by the US Department of Energy's Office of Energy Efficiency & Renewable Energy. Includes Biodiesel stations, Ethanol (E85) stations, Liquefied Petroleum Gas (Propane) stations, Ethanol (E85) stations, Natural Gas stations, Hydrogen stations, and Electric Vehicle Supply Equipment (EVSE). The National Renewable Energy Laboratory (NREL) obtains information about new stations from trade media, Clean Cities coordinators, a Submit New Station form on the Station Locator website, and through collaborating with infrastructure equipment and fuel providers, original equipment manufacturers (OEMs), and industry groups.

Government Publication Date: Jun 26, 2019

#### Registered Pesticide Establishments:

List of active EPA-registered foreign and domestic pesticide-producing and device-producing establishments based on data from the Section Seven Tracking System (SSTS). The Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Section 7 requires that facilities producing pesticides, active ingredients, or devices be registered. The list of establishments is made available by the EPA. Government Publication Date: Sep 1, 2018

#### Polychlorinated Biphenyl (PCB) Notifiers:

Facilities included in the national list of facilities that have notified the United States Environmental Protection Agency (EPA) of Polychlorinated Biphenyl (PCB) activities. Any company or person storing, transporting or disposing of PCBs or conducting PCB research and development must notify the EPA and receive an identification number.

Government Publication Date: Mar 20, 2019

#### **State**

#### Dry Cleaning Facilities:

A list of drycleaner related facilities that have EPA ID numbers. These are facilities with certain SIC codes: power laundries, family and commercial, linen supply, commercial laundry, dry cleaning and pressing machines - Coin Operated Laundry and Dry Cleaning. This is provided by the Department of Toxic Substance Control.

Government Publication Date: Jul 16, 2019

#### Delisted Drycleaners:

Sites removed from the list of drycleaner related facilities that have EPA ID numbers, made available by the California Department of Toxic Substance Control.

Government Publication Date: Jul 16, 2019

#### Non-Toxic Dry Cleaning Incentive Program:

A list of grant recipients of the Non-Toxic Dry Cleaning Incentive Program made available by the California Air Resources Board (CARB). The program provides grants to eligible dry cleaning businesses to assist them in transitioning away from PERC machines to alternative non-toxic and non-smog forming technologies.

Government Publication Date: Feb 28, 2018

#### Per- and Polyfluoroalkyl Substances (PFAS):

List of sites from the State Water Resources Control Board (SWRCB)'s GeoTracker at which the potential contaminants of concern include Per- and Polyfluoroalkyl Substances (PFAS).

Government Publication Date: Jul 17, 2019

#### PFOA/PFOS Groundwater:

90

A list of water wells from the Groundwater Ambient Monitoring and Assessment Program (GAMA) Groundwater Information System with the groundwater chemical perfluorooctanoic acid (PFOA) (NL = 0.014 UG/L) or perfluorooctanoic sulfonate (PFOS) (NL = 01013 UG/L). The GAMA Groundwater Information System search is made available by California Water Boards. Government Publication Date: Jul 12, 2019

#### Hazardous Waste and Substances Site List - Site Cleanup:

The Hazardous Waste and Substances Sites (Cortese) List is a planning document used by the State, local agencies and developers to comply with the California Environmental Quality Act requirements in providing information about the location of hazardous materials release sites. This list is published by California Department of Toxic Substance Control.

Government Publication Date: Aug 27, 2019

#### ALT FUELS

PCB

SSTS

#### DELISTED DRYCLEANERS

#### DRYC GRANT

DRYCLEANERS

#### **PFAS**

#### PFAS GW

#### HWSS CLEANUP

#### erisinfo.com | Environmental Risk Information Services

#### List of Hazardous Waste Facilities Subject to Corrective Action:

This is a list of hazardous waste facilities identified in Health and Safety Code (HSC) § 25187.5. These facilities are those where Department of Toxic Substances Control (DTSC) has taken or contracted for corrective action because a facility owner/operator has failed to comply with a date for taking corrective action in an order issued under HSC § 25187, or because DTSC determined that immediate corrective action was necessary to abate an imminent or substantial endangerment.

A list of permitted facilities with inspections and enforcements tracked in the Department of Toxic Substance Control (DTSC) EnviroStor.

Government Publication Date: Jul 18, 2016

#### EnviroStor Inspection, Compliance, and Enforcement:

# Government Publication Date: Jul 16, 2019

#### A list of sites registered with The Department of Toxic Substances Control (DTSC) School Property Evaluation and Cleanup (SPEC) Division. SPEC is responsible for assessing, investigating and cleaning up proposed school sites. The Division ensures that selected properties are free of contamination or, if the properties were previously contaminated, that they have been cleaned up to a level that protects the students and staff who will occupy the new school.

Government Publication Date: Jun 14, 2019

School Property Evaluation Program Sites:

#### California Hazardous Material Incident Report System (CHMIRS):

## A list of reported hazardous material incidents, spills, and releases from the California Hazardous Material Incident Report System (CHMIRS). This list has been made available by the California Office of Emergency Services (OES).

Government Publication Date: Apr 2, 2019

#### Hazardous Waste Manifest Data:

A list of hazardous waste manifests received each year by Department of Toxic Substances Control (DTSC). The volume of manifests is typically 900,000 - 1,000,000 annually, representing approximately 450,000 - 500,000 shipments. Government Publication Date: Oct 24, 2016

#### Historical California Hazardous Material Incident Report System (CHMIRS):

A list of reported hazardous material incidents, spills, and releases from the California Hazardous Material Incident Report System (CHMIRS) prior to 1993. This list has been made available by the California Office of Emergency Services (OES). Government Publication Date: Jan 1, 1993

#### Historical Hazardous Waste Manifest Data:

A list of historic hazardous waste manifests received by the Department of Toxic Substances Control (DTSC) from year the 1980 to 1992. The volume of manifests is typically 900,000 - 1,000,000 annually, representing approximately 450,000 - 500,000 shipments. Government Publication Date: Dec 31, 1992

#### Historical Cortese List:

List of sites which were once included on the Cortese list. The Hazardous Waste and Substances Sites (Cortese) List is a planning document used by the State, local agencies and developers to comply with the California Environmental Quality Act requirements for providing information about the location of hazardous sites.

Government Publication Date: Nov 13, 2008

#### Cease and Desist Orders and Cleanup and Abatement Orders:

The California Environment Protection Agency "Cortese List" of active Cease and Desist Orders (CDO) and Cleanup and Abatement Orders (CAO). This list contains many CDOs and CAOs that do NOT concern the discharge of wastes that are hazardous materials. Many of the listed orders concern, as examples, discharges of domestic sewage, food processing wastes, or sediment that do not contain hazardous materials, but the Water Boards' database does not distinguish between these types of orders.

Government Publication Date: Feb 16, 2012

#### California Environmental Reporting System (CERS) Hazardous Waste Sites:

List of sites in the California Environmental Protection Agency (CalEPA) Regulated Site Portal which fall under the following regulatory programs: Hazardous Chemical Management, Hazardous Waste Onsite Treatment, Household Hazardous Waste Collection, Hazardous Waste Generator, RCRA LQ HW Generator. The CalEPA oversees the statewide implementation of the Unified Program which applies regulatory standards to protect Californians from hazardous waste and materials.

Government Publication Date: Aug 19, 2019

91

#### DTSC HWF

#### **INSP COMP ENF**

CHMIRS

HAZNET

SCH

# **HIST CHMIRS**

#### **HIST MANIFEST**

#### HIST CORTESE

# CDO/CAO

#### **CERS HAZ**

#### Delisted Environmental Reporting System (CERS) Hazardous Waste Sites:

# This database contains a list of sites that were removed from the California Environmental Protection Agency (CalEPA) in the following regulatory programs: Hazardous Chemical Management, Hazardous Waste Onsite Treatment, Household Hazardous Waste Collection, Hazardous Waste Generator, RCRA LQ HW Generator.

Government Publication Date: Nov 29, 2018

#### Sites in GeoTracker:

# GeoTracker is the State Water Resource Control Boards' data management system for sites that impact, or have the potential to impact, water quality in California, with emphasis on groundwater. This is a list of sites in GeoTracker that aren't otherwise categorized as LUST, Land Disposal Sites (LDS), Cleanup Sites, or sites having Waste Discharge Requirements (WDR). This listing includes program types such as Underground Injection Control (UIC), Confined Animal Facilities (CAF), Irrigated Lands Regulatory Program, plans, and non-case information. *Government Publication Date: Jul 17, 2019*

#### Waste Discharge Requirements:

List of sites in California State Water Resources Control Board (SWRCB) Waste Discharge Requirements (WDRs) Program in California, made available by the SWRCB via GeoTracker. The WDR program regulates point discharges that are exempt pursuant to Subsection 20090 of Title 27 and not subject to the Federal Water Pollution Control Act. The scope of the WDRs Program also includes the discharge of wastes classified as inert, pursuant to section 20230 of Title 27.

Government Publication Date: Jul 17, 2019

#### Toxic Pollutant Emissions Facilities:

A list of criteria and toxic pollutant emissions data for facilities in California made available by the California Environmental Protection Agency - Air Resources Board (ARB). Risk data may be based on previous inventory submittals. The toxics data are submitted to the ARB by the local air districts as requirement of the Air Toxics "Hot Spots" Program. This program requires emission inventory updates every four years. *Government Publication Date: Dec 31, 2017* 

#### Clandestine Drug Lab Sites:

The Department of Toxic Substances Control (DTSC) maintains a listing of drug lab sites. DTSC is responsible for removal and disposal of hazardous substances discovered by law enforcement officials while investigating illegal/clandestine drug laboratories. *Government Publication Date: Jun 30, 2018* 

#### <u>Tribal</u>

92

#### No Tribal additional environmental record sources available for this State. County

#### Los Angeles County - Site Mitigation List:

A Site Mitigation List in the County of Los Angeles. The list is made available by Los Angeles County Fire Department. Site mitigation is handled by the Site Mitigation Unit (SMU) which facilitates completion of site clean-up projects of contaminated sites in an expeditious manner in all cities of the Los Angeles County except El Segundo, Glendale, Long Beach, Santa Fe Springs, and Vernon. *Government Publication Date: Jul 16, 2019* 

#### Los Angeles County - Santa Monica City Hazardous Materials Facilities:

A list of Hazardous Materials Facilities in the City of Santa Monica, Los Angeles county. This list is made available by Santa Monica Fire Prevention Division which has been designated as the CUPA for the City. *Government Publication Date: Feb 20, 2019* 

#### Los Angeles County - Santa Monica City Hazardous Waste Facilities:

A list of Hazardous Waste Facilities in Los Angeles County, City of Santa Monica. This list is made available by Santa Monica Fire Prevention Division. *Government Publication Date: Jul 19, 2019* 

CDL

**EMISSIONS** 

#### LA SML

#### SANTAMON HAZ

#### SANTAMON HW

GEOTRACKER

WASTE DISCHG

# Definitions

**Database Descriptions:** This section provides a detailed explanation for each database including: source, information available, time coverage, and acronyms used. They are listed in alphabetic order.

**Detail Report**: This is the section of the report which provides the most detail for each individual record. Records are summarized by location, starting with the project property followed by records in closest proximity.

**Distance:** The distance value is the distance between plotted points, not necessarily the distance between the sites' boundaries. All values are an approximation.

Direction: The direction value is the compass direction of the site in respect to the project property and/or center point of the report.

*Elevation:* The elevation value is taken from the location at which the records for the site address have been plotted. All values are an approximation. Source: Google Elevation API.

**Executive Summary:** This portion of the report is divided into 3 sections:

'Report Summary'- Displays a chart indicating how many records fall on the project property and, within the report search radii.

'Site Report Summary'-Project Property'- This section lists all the records which fall on the project property. For more details, see the 'Detail Report' section.

'Site Report Summary-Surrounding Properties'- This section summarizes all records on adjacent properties, listing them in order of proximity from the project property. For more details, see the 'Detail Report' section.

<u>Map Key:</u> The map key number is assigned according to closest proximity from the project property. Map Key numbers always start at #1. The project property will always have a map key of '1' if records are available. If there is a number in brackets beside the main number, this will indicate the number of records on that specific property. If there is no number in brackets, there is only one record for that property.

The symbol and colour used indicates 'elevation': the red inverted triangle will dictate 'ERIS Sites with Lower Elevation', the yellow triangle will dictate 'ERIS Sites with Higher Elevation' and the orange square will dictate 'ERIS Sites with Same Elevation.'

<u>Unplottables</u>: These are records that could not be mapped due to various reasons, including limited geographic information. These records may or may not be in your study area, and are included as reference.

# APPENDIX E CREDENTIALS

## Eric St. Michel Staff Scientist

#### **PROFESSIONAL EXPERIENCE**

Eric is a staff scientist in Terracon's Tustin, CA office. In this office, Eric helps prepare Phase I Environmental Site Assessment (ESA) reports. These efforts involve field survey, interviews with property owners, groundwater well surveys, Environmental Data Resource reports and file reviews at local county and city regulatory offices. As required, each ESA is prepared and finalized in accordance with new ASTM Standards. HIS experience ranges from undeveloped land to large scale industrial and commercial properties.

#### **PROJECT EXPERIENCE**

Vacant Land - California

Performed site reconnaissances, and worked as a Project Manager on Environmental Site Assessments for vacant land properties.

Undeveloped Land - California

Performed site reconnaissances, and worked as a Project Manager on Environmental Site Assessments for undeveloped land properties.

**Commercial Properties - California** 

Performed site reconnaissances, and worked as a Project Manager on Environmental Site Assessments for commercial properties.

Retail Properties - California

Performed site reconnaissances, and worked as a Project Manager on Environmental Site Assessments for retail properties.

#### EDUCATION

Bachelor of Science, Environmental Science, 2012 University of California, Irvine, CA

Masters of Science, Environmental Studies, 2016 California State University, Fullerton, CA

#### WORK HISTORY

Terracon Consultants, Inc., Staff Scientist, May 2019 - Present

Intertek/PSI, Staff Scientist, 2016-2019

Gannet-Fleming, Staff Scientist, 2012 - 2014



# **ISLAM (SAMI) R. NOAMAN, E.I.T.** ENVIRONMENTAL DEPARTMENT MANAGER

#### **PROFESSIONAL EXPERIENCE**

Mr. Noaman is an environmental Department Manager with track record in client management, management of phases of environmental site assessments (ESAs), business environmental risk reviews, site characterizations, regulatory compliance services, and remediation projects. Possess excellent analytical, problem solving, advisory, and team management skills.

#### **PROJECT EXPERIENCE**

#### **Environmental Site Assessments (ESA):**

Performed and managed hundreds of ESAs in California for industrial, commercial, residential, and agricultural properties. Managed long-term national accounts for financial institutions (equity and loan portfolios), major retail chains, real estate investment trusts, developers and other real property owners. Mr. Noaman understands facility operating systems; state and federal regulations; and fate and transport of chemicals through air, soil, soil vapor, surface water and groundwater. He is experienced in the performance of ESAs under the All Appropriate Inquiry (AAI) rules (ASTM 1527-13), and meets the requirements of an Environmental Professional as defined in Section 312.10 of 40 CFR 312.

#### Limited Subsurface Investigations (LSIs):

Performed and managed hundreds of LSIs in California, New Jersey, and New York. Investigated environmental conditions in soils and groundwater as a result of releases from a variety of sources, including service stations, dry cleaners, and a wide range of industrial and manufacturing operations. Specialized in collection and interpretation of data to pursue closure through state and federal programs including Los Angeles County Site Mitigation Unit, the California Regional Water Quality Control Board, and the Department Of Toxic Substances Control Voluntary Cleanup Programs (VCP).

#### Hazardous Materials Surveys:

Managed and/or provided quality assurance for numerous hazardous materials surveys in the state of california including, but not limited to, acm, lead in paint, mold, pcbs, and mercury-containing equipment. Acm surveys were performed in accordance with ahera and neshap guidelines on commercial, multi-family residential, and educational properties slated for renovation or demolition.

#### Stormwater Prevention and Pollution Control Plan (SWPPP):

Managed SWPPP for numerous industrial sites in Southern California. Scope of the work typically included client and agency coordination, implementation of guidelines required by the state of California Water Resources Board (SWRB), and preparation of documentations for submittals to the SWRB. In addition, I have managed several limited regulatory compliance projects (annual submittals and Level 1 ERA reporting) for industrial stormwater, to achieve compliance in accordance with the NPDES general permit requirements.



#### Education Bachelor of Science, Chemistry/Environmental Chemistry, 2002, City University of New York, City College of New York

Pursuing Masters in Environmental Engineering (California State University Fullerton-expected graduation date Fall 2017)

#### Certifications

Certified Engineer In Training (CA) Certification No. EIT 171371

40-Hour OSHA Hazardous Waste Operations & Emergency Response Training Course

#### Work History

Terracon Consultants, Inc. (Irvine, CA), Environmental Group/Department Manager, June 2012 to Present

Smith Emery GeoServices (SEG), (Los Angeles, CA), Project Engineer, August 2008 to June 2012

KLK Environmental Group LLC. (Kearny, NJ). Environmental Scientist -August 2003 to June 2008

UniChem Inc. (Kearny, NJ). Staff Environmental Chemist - August 2002 to June 2003



**Major Department Store Commercial Retail Portfolio:** Environmental team lead for evaluating environmental site conditions and due diligence review, including overseeing Phase I Environmental Site Assessments and Phase II Environmental Site Investigations for over thirty retail facilities with automotive maintenance across California. Findings from subsurface investigations were used to support regulatory closure of select facilities to facilitate a real estate transaction across the United States.

Industrial Facility – Land-use Change/Private School, Los Angeles, CA: Environmental consulting services including Phase I Environmental Site Assessments (ESA) due diligence support, subsurface investigation activities to evaluate environmental media including soil, soil gas and indoor / outdoor air. Services included a land-use change from an industrial facility to a private school. Prepared environmental investigation reports, regulatory interaction, corrective action design for indoor air mitigation, and work plan for management of environmental media.

Retail Shopping Center – Former Dry Cleaners Facility – DTSC, Fremont, CA: Conducted extensive site investigation activities to evaluate the magnitude and extent of chlorinated solvents identified in the vicinity of a former dry cleaners facility, including an evaluation of groundwater, soil, soil-gas and indoor vapors as a result of a chlorinated solvent plume. Project responsibilities consisted of direct support and interaction with client, client legal team and DTSC representatives to manage the closure process, including the preparation of work plans and environmental investigation reports, risk-based human health evaluation, and response actions.

Underground Storage Tank Assessment and Monitoring – West Los Angeles, CA: Assisted property owner with the regulatory closure of former underground storage tank (UST) site located in West Los Angeles, California. The project scope included historical research of past site use and site characterization, including soil, groundwater and soil gas assessments, followed by groundwater monitoring until closure was achieved.

Automated Fuel Dispensing Facilities – Camp Pendleton, California: Project scope included environmental and geotechnical investigations at six fueling existing/proposed facilities within Camp Pendleton, California. The project consisted of construction of new buildings, canopies, pavements, retaining walls, slopes, and installation of underground storage tanks (USTs), and other site facilities. Served as the environmental group leader.

**Emerson College, Hollywood, California:** Conducted comprehensive investigation and assisted the client through enrolling and interacting with the LAFD regarding USTs found during construction activities. Provided construction management oversight to manage impacted soils and assisted the client in waste disposition, permitting and regulatory compliance interaction. A total of 45,000 cubic yards of soil was removed from the site and disposed at an off-site facility, prior to the construction of a mid-rise school complex. Support services allowed for significant savings in construction, on an expedited timeline in concert with the construction schedule.

Los Angeles Unified School District (LAUSD Sites): Managed soil characterization for export/import soils for over nine Los Angeles Unified School District (LAUSD) sites. Prepared Sample Strategy Plans (SSP) for stockpiled and in-place soils, oversaw the sampling, and prepared soil certification reports under the supervision of a professional geologist for submittal to the LAUSD Office of Environmental Health.

**Newton Plastics, Newton, NJ**: Managed the removal of two 12,000-gallon (solvents & gasoline containing) USTs from a plastic products manufacturing facility as a part of transaction deal. Project tasks included, work plan preparation, regulatory officials interface, client contact/coordination, oversight of removal activities, and report preparation. No further action letter from NJDEP was obtained for the client. The property value was retained for the client with our consulting services.

**Eagle Electric, Queens, NY:** Responsibilities were to manage the cleanup of former Coal storage rooms in basement of a landmark building in Queens, NY. The cleanup activities included, hauling of approximately 425 tons of Class N-1 Hazardous materials, managed and ensured safety of eight to twelve crew, handling of waste manifests, and coordination for transportation / disposal and client interface.

**AROL Chemicals, Newark, NJ:** Managed Phase I and Phase II ESA of chemical manufacturing facility. Scope of Phase II ESA included, the removal of three 12,000-gallon USTs, excavation and disposal of impacted soils.



**KeySpan Energy, NY:** Responsibilities include inspection and maintenance of client boilers and tanks systems. Objectives were to prevent scaling/rusting in the boiler systems resulting from the plant operations to maintain operations efficiency. Goals were achieved for the client by developing environmentally friendly chemical reagents (pH controlled) to mitigate the concerns at the plant, boilers maintenance issues were resolved and steady business was created for the company.

**The HACH Company, OH:** Implementing a unique techniques producing Ferrozine - Iron- reagent for determining trace levels of iron in chemical reagents and glycols. Ferrozine can also be used to analyze samples containing magnetite (black iron oxide) or ferrites.

**KIWA of The Netherlands:** Research and development of new synthetic methods of alkali Ferrates including, Potassium, Sodium, and Barium ferrates, an environmentally friendly oxidative reagents used in wastewater treatment for municipal and industrial facilities.



# Fabio M. Minervini, PG

**Environmental Department Manager** 

### **PROFESSIONAL EXPERIENCE**

Mr. Minervini is a Geologist (P.G.) licensed to practice in the states of California and Oregon with over 20 years of experience in environmental services. He is familiar with all aspects of the environmental industry. During his career, he has managed hundreds of investigation and remediation projects involving soil, groundwater, and soil gas issues; vapor intrusion issues from migrating impacted soil gas; and dissolved plumes, at times commingled with plumes originating at other sources. Mr. Minervini has evaluated and interpreted assessment data, as well as designed groundwater monitoring programs. His experience includes proposing and evaluating the feasibility of various remedial technologies and subsequently managed the engineering design, installation, and operation and maintenance of a variety of remedial systems. In addition, he has provided litigation support related to hydrocarbon contamination at retail fuel stations.

Mr. Minervini has interacted with a variety of regulatory agencies in California in the form of maintaining projects in compliance with agency requirements, as well as proposed work in the voluntary assistance programs on behalf of his clients.

Mr. Minervini has also been responsible for the management of nontechnical duties such as conducting job interviews and hiring decisions, as well as annual performance reviews and compensation adjustments, for a team of more than 10 employees.

### **PROJECT EXPERIENCE**

#### **Tesoro Refining and Marketing Company, LLC**

Managed the technical and financial aspects of the assessment and remediation of fuel retail sites in Orange, Riverside, and San Bernardino Counties, California (yearly revenue approximately \$1.0 million).

### Atlantic Richfield Company (ARCO)

Managed the technical and financial aspects of the assessment and remediation of fuel retail sites in Orange, Riverside, and San Bernardino Counties, California (yearly revenue approximately \$1.0 million).

#### Atlantic Richfield Company (ARCO)



EDUCATION Bachelor of Science, Geology, University of California Los Angeles, 1991

REGISTRATIONS

Professional Geologist: California, No. 7861

Registered Geologist: Oregon, No. G2477

CERTIFICATIONS 40-Hour HAZWOPER

Petroleum Education Council, Certification No. 1001022451

Radiation Safety and Use of Nuclear Gauges, Certification No. 21966

AFFILIATIONS

Western States Petroleum Association (WSPA)

National Ground Water Association

Other Affiliations

Lead Scoper (and Lead Executer after September 2008) for the Orange County Portfolio (yearly revenue approximately \$2.5 million). Managed technical and financial aspects associated with the assessment and remediation of leaking underground storage tank cases in Orange County, California.

## ConocoPhillips

Managed site assessment and characterization, groundwater investigation and monitoring, and site remediation for service stations impacted by petroleum hydrocarbon releases in San Mateo County, California.

## Atlantic Richfield Company (ARCO)

Managed the assessment of releases from underground storage tanks, the investigation and monitoring of dissolved hydrocarbon plumes, and the remediation of ARCO Stations in the California Desert/East Los Angeles Portfolio.

## **California Department of General Services**

Managed assessment and monitoring of dissolved petroleum hydrocarbons from leaking underground storage tanks at various sites in Merced, Santa Barbara, Riverside, and San Diego Counties, California. Obtained case closure from the Riverside County Department of Environmental Health Services for the forest fire station in Temecula, California.

## Kern County General Services Division

Managed ground water monitoring and remediation of the dissolved petroleum hydrocarbons plume originated from the leak of an underground tank storing gasoline at the fire station in Bear Valley Springs, California.

### **Orange County District Attorney**

Managed the third party technical oversight project pertaining to the legal settlements between the Orange County District Attorney Office and Atlantic Richfield Company, and Shell Oil. The role of the third party consultant was to independently review the corrective action at ARCO and Shell gas stations in Orange County, California and provide recommendations, as warranted.

### **UST Fund Commingled Plume Site No. 00024**

Managed under the California Underground Storage Tank Reimbursement Fund Account the site assessment, remediation, and monitoring of the petroleum hydrocarbon impacted soil and ground water at the commingled plume site consisting of ARCO Station 0087 and former Unocal Station 5865 in Hawthorne, California.

### **Dunn-Edwards Corporation**

At a property in Escondido, California, formerly a Unocal service station, managed multiple phases of investigation and characterization of petroleum hydrocarbon impacted soil and ground water.

## **Dunn-Edwards Corporation**

At a property leased in Long Beach, California, obtained a "no further action" letter from the City of Long Beach Department of Environmental Health Services for the self-initiated site assessment related to the operation and maintenance of a 10,000-gallon underground storage tank storing paint thinner.

## **Boeing Realty Corporation**

Conducted and reported site characterization activities related to the contamination by diesel fuel at the STEVS Unit on the Boeing plant in Huntington Beach, California.

## **Bradmore Realty Investment Company**

Conducted Phase I Investigations for real estate transactions at sites in Los Angeles County, California.

## **ARCO Products Company**

At various service stations in Los Angeles, Orange, and San Diego Counties, California, managed the site characterization, remediation, and groundwater monitoring programs. Managed the removal and replacement of underground storage tanks, and the complete demolition of service stations. Provided technical support in litigation related to petroleum hydrocarbon contamination at service stations in Orange County, California.

## **Various Responsible Parties**

Reviewed files related to environmental issues at various agencies in Southern California.

## San Diego Naval Station

Performed investigation and risk assessment study for petroleum hydrocarbon- and metals-impacted sites in the San Diego Harbor, California.

### Marine Corps Air Base

Conducted pilot-scale ground water extraction test for remediation of the dissolved-phase trichloroethylene (TCE) and tetrachloroethylene (PCE) plumes at the base in Tustin, California.

## Coto de Caza, Private Residential Community

Assisted in the fixation of lead project at the gun range in Coto de Caza, California.

## **Allied-Signal Chemical Plant**

Conducted soil-gas investigation of halogenated volatile organics plume in vadose zone at the plant in El Segundo, California.

## **Shell/Parsons Reservoirs**

Performed two phases (floor and berms) of mitigation by soil blending, remediation by thermal desorption, and closure with low permeability cap of crude oil reservoirs at the Tosco Refinery in Carson, California (former property of Shell Oil Company). Subcontracted by The Ralph M. Parsons Company for both environmental and geotechnical activities.

## **Reichhold Chemical Plant**

Conducted soil-gas investigation of polychlorinated biphenyls (PCBs) in the vadose zone installing multiple completion wells with dual tube air percussion Stratex rig at the plant in Azusa, California.

### Caltrans

Assisted in the storm water facilities retrofit evaluation for the Santa Monica Bay watershed in Los Angeles County, California.

### **Grayson Power Plant**

Conducted HydroPunch investigation of trichloroethylene (TCE) Plume in vadose zone and ground water at the plant in Glendale, California.

### Shell Offshore, Inc

Performed downhole pressure and temperature data collection, and reservoir interpretation analysis on production platform at Eugene Island Field, Block 331, Gulf of Mexico.

### Conoco Oil, Inc.

Assisted in the drill stem test of multiple zones at the West Delta Field, Block 96, Gulf of Mexico.

### Exxon, U.S.A.

Assisted in the perforation of multiple productive zones at the South Pass Field, Block 89, Gulf of Mexico.

### **Oryx Energy Company**

Assisted in the flow test of the Upper Zone on the semi-submersible rig Ocean Voyager at the Mississippi Canyon Field, Block 445, Gulf of Mexico.

### Leighton & Associates

Performed soil observation, sampling, and testing during mass grading and utilities installation as part of the San Joaquin Hills Transportation Corridor (Wood Canyon) Project conducted by the Mission Viejo Company in the Laguna Hills.

APPENDIX F DESCRIPTION OF TERMS AND ACRONYMS

# Description of Selected General Terms and Acronyms

Term/Acronym	Description
ACM	Asbestos Containing Material. Asbestos is a naturally occurring mineral, three varieties of which (chrysotile, amosite, crocidolite) have been commonly used as fireproofing or binding agents in construction materials. Exposure to asbestos, as well as ACM, has been documented to cause lung diseases including asbestosis (scarring of the lung), lung cancer and mesothelioma (a cancer of the lung lining). Regulatory agencies have generally defined ACM as a material containing greater that one (1) percent asbestos, however some states (e.g. California) define ACM as materials having 0.1% asbestos. In order to define a homogenous material as non-ACM, a minimum number of samples must be collected from the material dependent upon its type and quantity. Homogenous materials defined as non-ACM must either have 1) no asbestos identified in all of its samples or 2) an identified asbestos concentration below the appropriate regulatory threshold. Asbestos concentrations are generally determined using polarized light microscopy or transmission electron microscopy. Point counting is an analytical method to statistically quantify the percentage of asbestos in a sample. The asbestos component of ACM may either be friable or non-friable. Friable materials, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure and have a higher potential for a fiber release than non-friable ACM. Non-friable ACM are materials that are firmly bound in a matrix by plastic, cement, etc. and, if handled carefully, will not become friable.
	Federal and state regulations require that either all suspect building materials be presumed ACM or that an asbestos survey be performed prior to renovation, dismantling, demolition, or other activities that may disturb potential ACM. Notifications are required prior to demolition and/or renovation activities that may impact the condition of ACM in a building. ACM removal may be required if the ACM is likely to be disturbed or damaged during the demolition or renovation. Abatement of friable or potentially friable ACM must be performed by a licensed abatement contractor in accordance with state rules and NESHAP. Additionally, OSHA regulations for work classification, worker training and worker protection will apply.
AHERA	Asbestos Hazard Emergency Response Act
AST	Aboveground Storage Tanks. ASTs are generally described as storage tanks less than 10% of which are below ground (i.e., buried). Tanks located in a basement, but not buried, are also considered ASTs. Whether, and the extent to which, an AST is regulated, is determined on a case-by-case basis and depends upon tank size, its contents and the jurisdiction of its location.
BGS	Below Ground Surface
Brownfields	State and/or tribal listing of Brownfield properties addressed by Cooperative Agreement Recipients or Targeted Brownfields Assessments.
BTEX	Benzene, Toluene, Ethylbenzene, and Xylenes. BTEX are VOC components found in gasoline and commonly used as analytical indicators of a petroleum hydrocarbon release.
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act (a.k.a. Superfund). CERCLA is the federal act that regulates abandoned or uncontrolled hazardous waste sites. Under this Act, joint and several liability may be imposed on potentially responsible parties for cleanup-related costs.
CERCLIS	Comprehensive Environmental Response, Compensation and Liability Information System. An EPA compilation of sites having suspected or actual releases of hazardous substances to the environment. CERCLIS also contains information on site inspections, preliminary assessments and remediation of hazardous waste sites. These sites are typically reported to EPA by states and municipalities or by third parties pursuant to CERCLA Section 103.
CESQG	Conditionally exempt small quantity generators.
CFR	Code of Federal Regulations

# Description of Selected General Terms and Acronyms (cont.)

Term/Acronym	Description
CREC	Controlled Recognized Environmental Condition is defined in ASTM E1527-13 as "a recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls). A condition considered by the environmental professional to be a controlled recognized environmental condition shall be listed in the findings section of the Phase I Environmental Site Assessment report, and as a recognized environmental condition in the conclusions section of the Phase I Environmental Site Assessment report."
DOT	U.S. Department of Transportation
EPA	U.S. Environmental Protection Agency
ERNS	Emergency Response Notification System. An EPA-maintained federal database which stores information on notifications of oil discharges and hazardous substance releases in quantities greater than the applicable reportable quantity under CERCLA. ERNS is a cooperative data- sharing effort between EPA, DOT, and the National Response Center.
ESA	Environmental Site Assessment
FRP	Fiberglass Reinforced Plastic
Hazardous Substance	As defined under CERCLA, this is (A) any substance designated pursuant to section 1321(b)(2)(A) of Title 33, (B) any element, compound, mixture, solution, or substance designated pursuant to section 9602 of this title; (C) any hazardous waste having characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act (with some exclusions); (D) any toxic pollutant listed under section 1317(a) of Title 33; (E) any hazardous air pollutant listed under section 112 of the Clean Air Act; and (F) any imminently hazardous chemical substance or mixture with respect to which the EPA Administrator has taken action under section 2606 of Title 15. This term does not include petroleum, including crude oil or any fraction thereof which is not otherwise listed as a hazardous substance under subparagraphs (A) through (F) above, and the term include natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
Hazardous Waste	This is defined as having characteristics identified or listed under section 3001 of the Solid Waste Disposal Act (with some exceptions). RCRA, as amended by the Solid Waste Disposal Act of 1980, defines this term as a "solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may (A) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or (B) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed."
HREC	Historical Recognized Environmental Condition is defined in ASTM E1527-13 as "a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted residential use criteria established by a regulatory authority, without subjecting the property to any required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls). Before calling the past release a historical recognized environmental condition, the environmental professional must determine whether the past release is a recognized environmental condition at the time of the Phase I Environmental Site Assessment is conducted (for example, if there has been a change in the regulatory criteria). If the EP considers the past release to be a recognized environmental condition at the time the Phase I ESA is conducted, the condition shall be included in the conclusions section of the report as a recognized environmental condition."

IC/EC	A listing of sites with institutional and/or engineering controls in place. IC include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls. EC include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.
ILP	Innocent Landowner/Operator Program
LQG	Large quantity generators.
LUST	Leaking Underground Storage Tank. This is a federal term set forth under RCRA for leaking USTs. Some states also utilize this term.
MCL	Maximum Contaminant Level. This Safe Drinking Water concept (and also used by many states as a ground water cleanup criteria) refers to the limit on drinking water contamination that determines whether a supplier can deliver water from a specific source without treatment.
MSDS	Material Safety Data Sheets. Written/printed forms prepared by chemical manufacturers, importers and employers which identify the physical and chemical traits of hazardous chemicals under OSHA's Hazard Communication Standard.
NESHAP	National Emissions Standard for Hazardous Air Pollutants (Federal Clean Air Act). This part of the Clean Air Act regulates emissions of hazardous air pollutants.
NFRAP	Facilities where there is "No Further Remedial Action Planned," as more particularly described under the Records Review section of this report.
NOV	Notice of Violation. A notice of violation or similar citation issued to an entity, company or individual by a state or federal regulatory body indicating a violation of applicable rule or regulations has been identified.
NPDES	National Pollutant Discharge Elimination System (Clean Water Act). The federal permit system for discharges of polluted water.
NPL	The NPL is the EPA's database of uncontrolled or abandoned hazardous waste facilities that have been listed for priority remedial actions under the Superfund Program.
OSHA	Occupational Safety and Health Administration or Occupational Safety and Health Act
PACM	Presumed Asbestos-Containing Material. A material that is suspected of containing or presumed to contain asbestos but which has not been analyzed to confirm the presence or absence of asbestos.

# Description of Selected General Terms and Acronyms (cont.)

Term/Acronym	Description
PCB	Polychlorinated Biphenyl. A halogenated organic compound commonly in the form of a viscous liquid or resin, a flowing yellow oil, or a waxy solid. This compound was historically used as dielectric fluid in electrical equipment (such as electrical transformers and capacitors, electrical ballasts, hydraulic and heat transfer fluids), and for numerous heat and fire sensitive applications. PCB was preferred due to its durability, stability (even at high temperatures), good chemical resistance, low volatility, flammability, and conductivity. PCBs, however, do not break down in the environment and are classified by the EPA as a suspected carcinogen. 1978 regulations, under the Toxic Substances Control Act, prohibit manufacturing of PCB-containing equipment; however, some of this equipment may still be in use today.
pCi/L	Pico Curies per Liter of Air. Unit of measurement for Radon and similar radioactive materials.
PLM	Polarized Light Microscopy (see ACM section of the report, if included in the scope of services)
PST	Petroleum Storage Tank. An AST or UST that contains a petroleum product.
Radon	A radioactive gas resulting from radioactive decay of naturally-occurring radioactive materials in rocks and soils containing uranium, granite, shale, phosphate, and pitchblende. Radon concentrations are measured in Pico Curies per Liter of Air. Exposure to elevated levels of radon creates a risk of lung cancer; this risk generally increases as the level of radon and the duration of exposure increases. Outdoors, radon is diluted to such low concentrations that it usually does not present a health concern. However, radon can accumulate in building basements or similar enclosed spaces to levels that can pose a risk to human health. Indoor radon concentrations depend primarily upon the building's construction, design and the concentration of radon in the underlying soil and ground water. The EPA recommended annual average indoor "action level" concentration for residential structures is 4.0 pCi/l.
RCRA	Resource Conservation and Recovery Act. Federal act regulating solid and hazardous wastes from point of generation to time of disposal ('cradle to grave"). 42 U.S.C. 6901 et seq.
RCRA Generators	The RCRA Generators database, maintained by the EPA, lists facilities that generate hazardous waste as part of their normal business practices. Generators are listed as either large (LQG), small (SQG), or conditionally exempt (CESQG). LQG produce at least 1000 kg/month of non-acutely hazardous waste or 1 kg/month of acutely hazardous waste. SQG produce 100-1000 kg/month of non-acutely hazardous waste. CESQG are those that generate less than 100 kg/month of non-acutely hazardous waste.
RCRA CORRACTS/TS Ds	The USEPA maintains a database of RCRA facilities associated with treatment, storage, and disposal (TSD) of hazardous materials which are undergoing "corrective action". A "corrective action" order is issued when there is a release of hazardous waste or constituents into the environment from a RCRA facility.
RCRA Non- CORRACTS/TS Ds	The RCRA Non-CORRACTS/TSD Database is a compilation by the USEPA of facilities which report storage, transportation, treatment, or disposal of hazardous waste. Unlike the RCRA CORRACTS/TSD database, the RCRA Non-CORRACTS/TSD database does not include RCRA facilities where corrective action is required.
RCRA Violators List	RAATS. RCRA Administrative Actions Taken. RAATS information is now contained in the RCRIS database and includes records of administrative enforcement actions against facilities for noncompliance.
RCRIS	Resource Conservation and Recovery Information System, as defined in the Records Review section of this report.
REC	Recognized Environmental Conditions are defined by ASTM E1527-13 as "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1)due to any release to the environment; 2) under conditions indicative of a release to the environment. <i>De minimis</i> conditions are not recognized environmental conditions."
SCL	State "CERCLIS" List (see SPL /State Priority List, below).

# Description of Selected General Terms and Acronyms (cont.)

Term/Acronym	Description
SPCC	Spill Prevention, Control and Countermeasures. SPCC plans are required under federal law (Clean Water Act and Oil Pollution Act) for any facility storing petroleum in tanks and/or containers of 55-gallons or more that when taken in aggregate exceed 1,320 gallons. SPCC plans are also required for facilities with underground petroleum storage tanks with capacities of over 42,000 gallons. Many states have similar spill prevention programs, which may have additional requirements.
SPL	State Priority List. State list of confirmed sites having contamination in which the state is actively involved in clean up activities or is actively pursuing potentially responsible parties for clean up. Sometimes referred to as a State "CERCLIS" List.
SQG	Small quantity generator.
SWF/LF	State and/or Tribal database of solid waste/Landfill facilities. The database information may include the facility name, class, operation type, area, estimated operational life, and owner.
TPH	Total Petroleum Hydrocarbons
TRI	Toxic Release Inventory. Routine EPA report on releases of toxic chemicals to the environment based upon information submitted by entities subject to reporting under the Emergency Planning and Community Right to Know Act.
TSCA	Toxic Substances Control Act. A federal law regulating manufacture, import, processing and distribution of chemical substances not specifically regulated by other federal laws (such as asbestos, PCBs, lead-based paint and radon). 15 U.S.C 2601 et seq.
USACE	United States Army Corps of Engineers
USC	United States Code
USGS	United States Geological Survey
USNRCS	United States Department of Agriculture-Natural Resource Conservation Service
UST	Underground Storage Tank. Most federal and state regulations, as well as ASTM E1527-13, define this as any tank, incl., underground piping connected to the tank, that is or has been used to contain hazardous substances or petroleum products and the volume of which is 10% or more beneath the surface of the ground (i.e., buried).
VCP	State and/or Tribal facilities included as Voluntary Cleanup Program sites.
VOC	Volatile Organic Compound
	Areas that are typically saturated with surface or ground water that creates an environment supportive of wetland vegetation (i.e., swamps, marshes, bogs). The <u>Corps of Engineers Wetlands Delineation Manual</u> (Technical Report Y-87-1) defines wetlands as areas inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. For an area to be considered a jurisdictional wetland, it must meet the following criteria: more than 50 percent of the dominant plant species must be categorized as Obligate, Facultative Wetland, or Facultative on lists of plant species that occur in wetlands; the soil must be hydric; and, wetland hydrology must be present.
Wetlands	The federal Clean Water Act which regulates "waters of the US," also regulates wetlands, a program jointly administered by the USACE and the EPA. Waters of the U.S. are defined as: (1) waters used in interstate or foreign commerce, including all waters subject to the ebb and flow of tides; (2) all interstate waters including interstate wetlands; (3) all other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, etc., which the use, degradation, or destruction could affect interstate/ foreign commerce; (4) all impoundments of waters otherwise defined as waters of the U.S., (5) tributaries of waters identified in 1 through 4 above; (6) the territorial seas; and (7) wetlands adjacent to waters identified in 1 through 6 above. Only the USACE has the authority to make a final wetlands jurisdictional determination.