

QUITCLAIM APPLICATION

Date: 11/25/25

1. Applicant(s): COLBY MAYES

Address: 2665 30TH ST #105 City: SM State: CA Zip: 90405

Applicant is the: ☐ Owner(s) or ☒ Representative(s) of the owner (s) of the properties shown on the attached sketch or described below.

2. The easement to be quitclaim is for:

☒ Sanitary Sewer -

☐ Storm Drain

☐ Slope Easement

☐ Other:

Purpose is located at: 17526 TRAMONTO DR LA, CA 90272

Property Description: FIRE RE-BUILD-EO1-SFR(N)

3. The project lies within or shown on:

a. Engineering District: Select District WLA

b. Council District Office No. (can be found on NavigateLA): Number 11

c. District Map No.: 126B/17

d. Thomas Guide Reference No.: MB 118-27/35

4. Document/Map which dedicated easement: TRACT 8923 MAP

5. Quitclaim of the easement is necessary because: REBUILD HOME FROM PALISADES FIRE.

6. Telephone number/email address at which I can be contacted during the day:

Phone: 213 804 4555 Email: colby@mayesoffice.com

7. Applicant Signature: [Signature]

8. Owner(s) name and address (if applied for by a Representative):

Name(s): 17526 TRAMONTO LLC

Address: 3469 MANDEVILLE CANYON RD City: LA State: CA Zip: 90049

EXHIBIT "A"

LEGAL DESCRIPTION

QUITCLAIM 2' FEET WIDE SANITARY SEWER EASEMENT

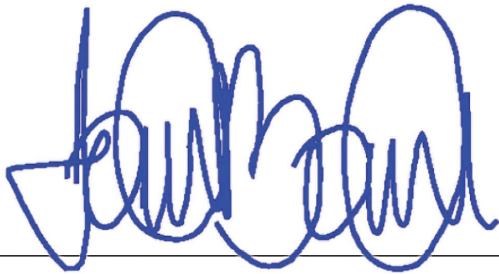
Lot 10 , Block 16 of Tract No. 8923, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 118, Pages 27 through 35 of Official Records of said County, described as follows:

The easterly 2' feet of said Lot 10 except the southerly 10 feet thereof.

Said 2' feet wide Sanitary Sewer Easement to the city of Los Angeles to be quitclaim is shown in said Tract No. 8923, M.B. 118, Pages 27 through 35. Within Lot 10 of Block 16.

Containing 126 square feet more or less.

This legal description is delineated on the accompanying "EXHIBIT B" and is made a part hereof for reference purposes.



George Barajas, PLS 8399 05-10-2026

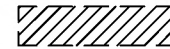
GM Surveying



EXHIBIT "B"**QUITCLAIM SANITARY SEWER EASEMENT**

LOT 10, BLOCK 16 OF TRACT NO. 8923,
M.B. 118, PAGES 27 THROUGH 35, IN THE CITY OF LOS ANGELES,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

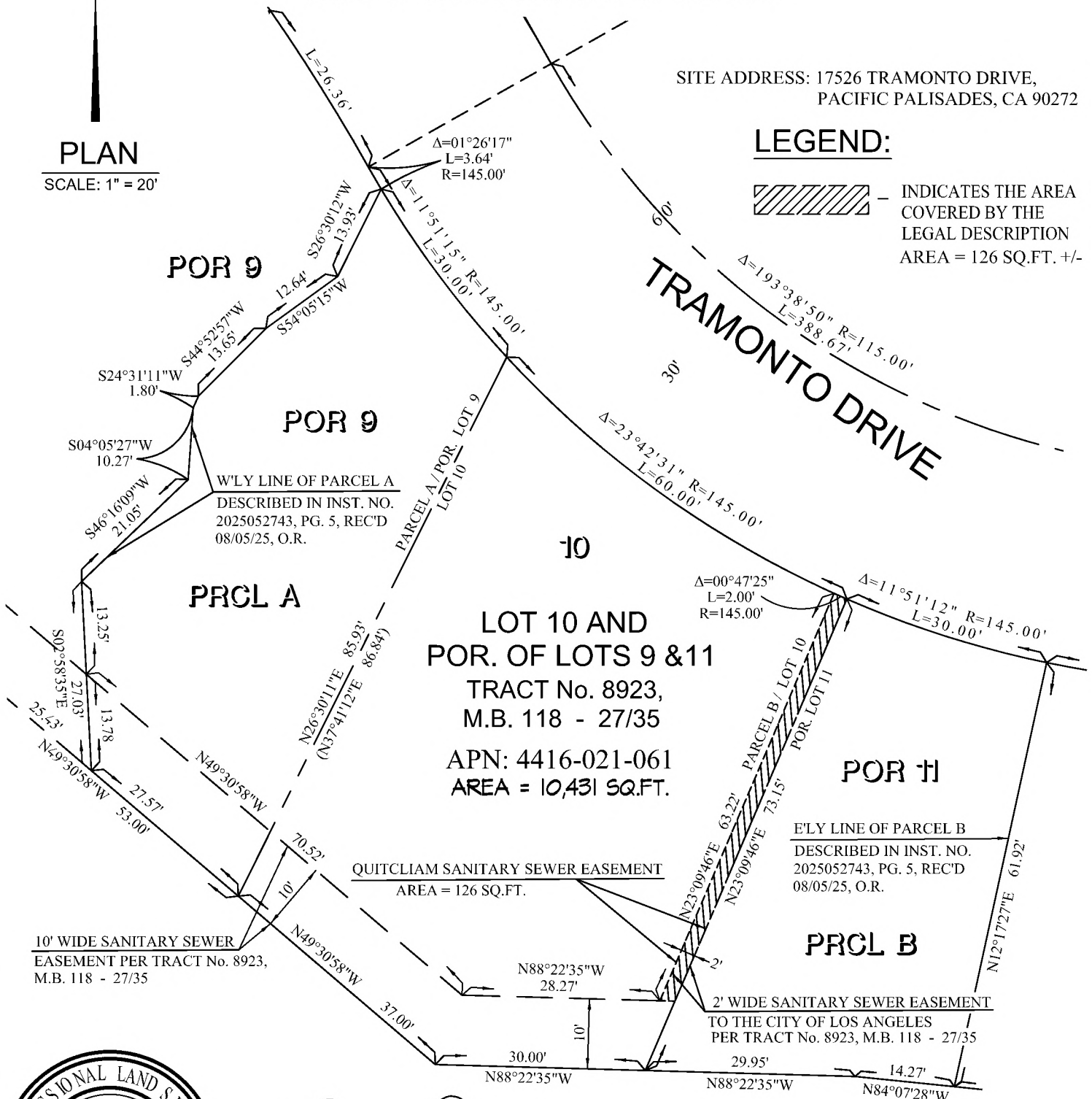
SITE ADDRESS: 17526 TRAMONTO DRIVE,
PACIFIC PALISADES, CA 90272

LEGEND:

INDICATES THE AREA
COVERED BY THE
LEGAL DESCRIPTION
AREA = 126 SQ.FT. +/-

PLAN

SCALE: 1" = 20'



[Signature]
GEORGE BARAJAS, PLS 8399
DATE : 05-10-2026

GM SURVEYING
3635 SHADOW GROVE ROAD
PASADENA, CA. 91107
gmsurveying@gmail.com
818 402 5461

67-7 1925
3
27/18

TRACT No 8923

IN THE CITY OF LOS ANGELES

1800

Being a subdivision of a portion of Blocks A, B, C, and D of CASTELLAMMARE as per map recorded in Map Book 113 pages 3 to 8 inclusive, records of Los Angeles County, California.

Basis of bearings for this tract taken from the easterly line of CASTELLAMMARE as shown on sheet 4 of map recorded in Map Book 113 pages 3 to 8, records of Los Angeles County, California, being N. 13° 45' 00" W.

SCALE 1 IN. = 40 FT. Surveyed by F. B. KENDALL SEPTEMBER 1925

We hereby certify that we are the owners of or are interested in the land included within the subdivision shown on the annexed map, and that we are the only persons whose consent is necessary to pass a clear title to said land, and we consent to the making of said map and subdivision as shown within the colored border line, and hereby dedicate to the public use all the walks, drives, roads, and ways shown on said map within said subdivision, and hereby grant and dedicate to the City of Los Angeles for sanitary sewer purposes easements over strips of land shown on said map within said subdivision.

LOS ANGELES MOUNTAIN PARK COMPANY, Owners.

[Signature]
President
[Signature]
Secretary

SANTA MONICA MOUNTAIN PARK COMPANY, Owners.

[Signature]
President
[Signature]
Secretary

TRUSTEES FOR MESA UNIT CASTELLAMMARE, A TRUST, Owner.

[Signature]
[Signature]
E. W. Miller

I, Frank B. Kendall, hereby certify that I am a Licensed Surveyor of the State of California, and that this map consisting of nine sheets correctly represents a survey made under my supervision during September 1925, and that all the monuments shown hereon actually exist and their positions are correctly shown.

Frank B. Kendall

STATE OF CALIFORNIA } S.S.
COUNTY OF LOS ANGELES }

On this 14th day of September in the year 1925, before me, Floy L. Hoagland, a Notary Public in and for said County and State, personally appeared A. B. Ruddleock, known to me to be the Vice President, and Claude A. Wayne, known to me to be the Secretary of the Los Angeles Mountain Park Company, the Corporation that executed the with instrument and known to me to be the persons whose names are subscribed thereto and acknowledged to me that such Corporation executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Floy L. Hoagland
Notary Public in and for Los Angeles County, California.

STATE OF CALIFORNIA } S.S.
COUNTY OF LOS ANGELES }

On this 14th day of September in the year 1925, before me, Jessie M. Baker, a Notary Public in and for said County and State, personally appeared R. C. Gillis known to me to be the Vice President, and Louis Evans known to me to be the Secretary of the Santa Monica Mountain Park Company, the Corporation that executed the within instrument and known to me to be the persons whose names are subscribed thereto and acknowledged to me that such Corporation executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Jessie M. Baker
Notary Public in and for Los Angeles County, California.

STATE OF CALIFORNIA } S.S.
COUNTY OF LOS ANGELES }

On this 10th day of September in the year 1925, before me, G. E. Douglas, a Notary Public in and for said County and State, personally appeared Frank L. Meline, L. C. Speer, and E. W. Miller, Trustees for Mesa Unit Castellammare, A Trust, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as Trustees.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

G. E. Douglas
Notary Public in and for Los Angeles County, California.

Title Insurance and Trust Company

852.556 Sept. 28 25

Santa Monica Mountain Park Company, a corporation, as owner, and Los Angeles Mountain Park Company, a corporation, and Mesa Unit, Castellammare, by L. C. Speer, E. W. Miller and Frank L. Meline, as trustees, as purchasers on contract and easements.

TRACT No 8923

John C. Shaw

23RD SEPT. 5

October 25

easements.

easements.

easements.

easement.

(init. Sept 9)

[Signature]

2000

OCT 7 1925
3 118
28 maps

11000

Fd. 3" Iron Pipe set in concrete at angle point in Wly. line Block B, Castellammare per M.B. 113 pg. 3 to 8

Fd. 3" Iron Pipe set in concrete at angle point in Wly. line Block B, Castellammare per M.B. 113, pg. 3 to 8

S. Metcalfe
Surveyor

Fd. 3" Iron Pipe set in concrete at angle point in Wly. line Block B, Castellammare per M.B. 113 pg. 3 to 8

Fd. 2" Iron Pipe at most Wly. corner of angle point in Wly. line Block B, Castellammare per M.B. 113 pg. 3 to 8

PORTO MARINA WAY

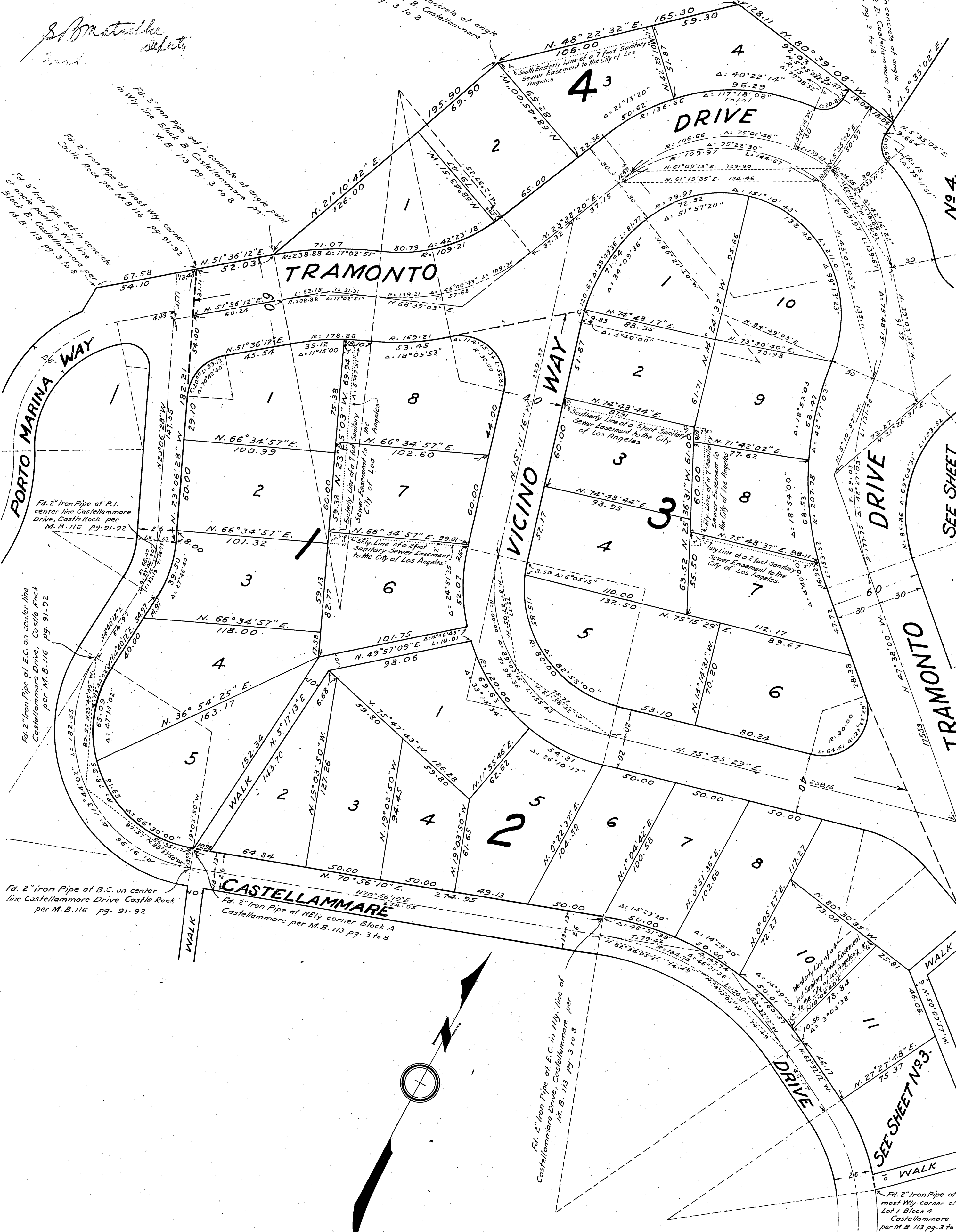
Fd. 2" Iron Pipe at E.C. on center line Castellammare Drive, Castle Rock per M.B. 116 pg. 91-92

Fd. 2" Iron Pipe at B.C. on center line Castellammare Drive Castle Rock per M.B. 116 pg. 91-92

CASTELLAMMARE

Fd. 2" Iron Pipe at E.C. in Nly. line of Castellammare Drive, Castellammare per M.B. 113 pg. 3 to 8

SEE SHEET N^o 3



SCALE 1 IN. = 40 FT.

TRACT N^o 8923

SHEET N^o 3

OCT 7 1925
(47) 3 118
29 maps

SEE SHEET N^o 5.

118.09

SEE SHEET N^o 4.

MONTE GRIGIO

DRIVE

ROAD

TRANQUILLO

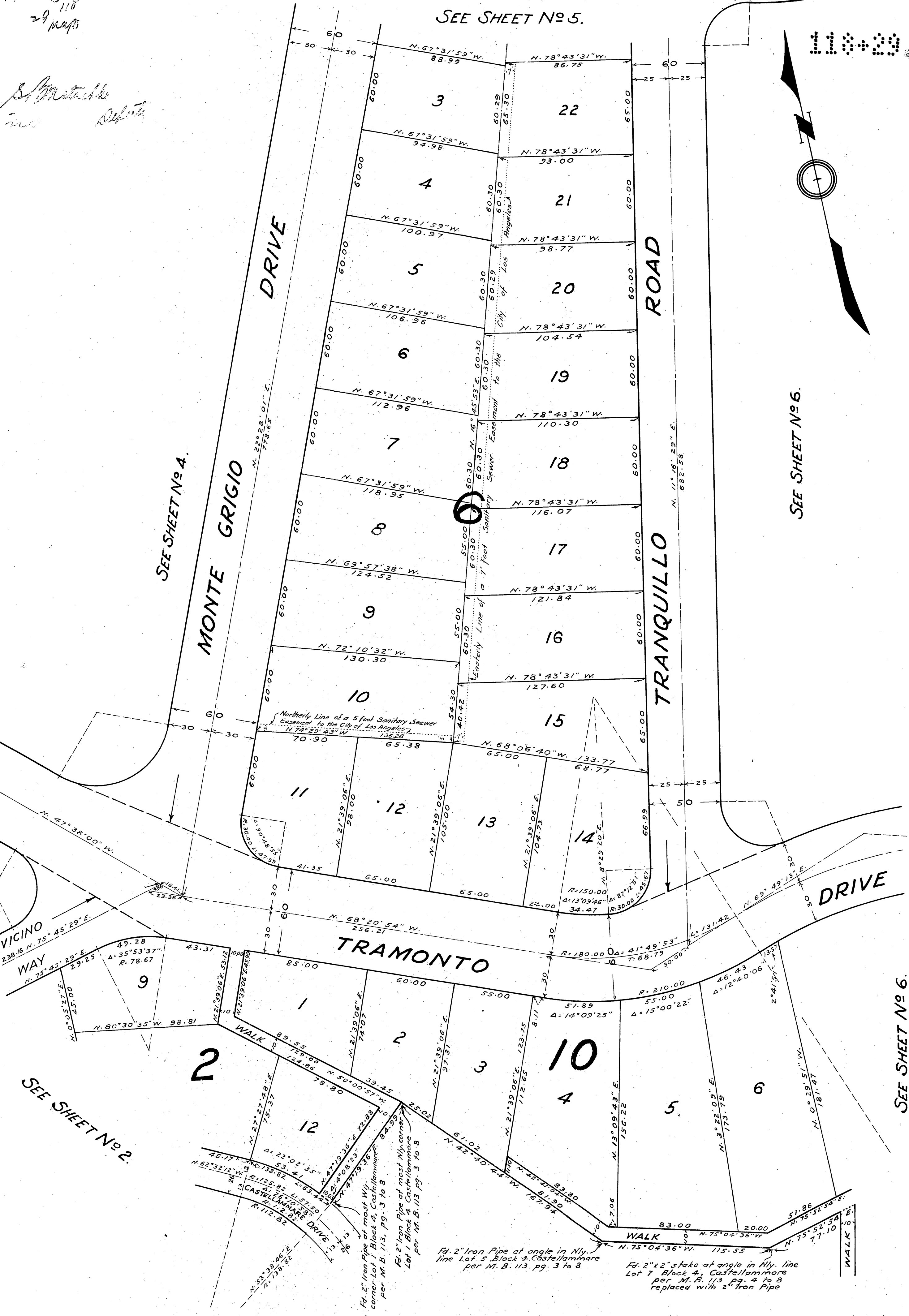
SEE SHEET N^o 6.

TRAMONTO

DRIVE

SEE SHEET N^o 2.

SEE SHEET N^o 6.



TRACT N° 8923

100 30

OCT 7 1925
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3
30
118
1245

S. M. M. M.
11/16/25

Fd. 3" Iron Pipe set in concrete at angle point in Wly. line Block B. Castellammare per M. B. 113 pg. 3 to 8

Fd. 3" Iron Pipe set in concrete at angle point in Wly. line Block B. Castellammare per M. B. 113 pg. 3 to 8

Fd. 3" Iron Pipe set in concrete at angle point in Wly. line Block B. Castellammare per M. B. 113 pg. 3 to 8

Fd. 3" Iron Pipe set in concrete at angle point in Wly. line Block B. Castellammare per M. B. 113 pg. 3 to 8

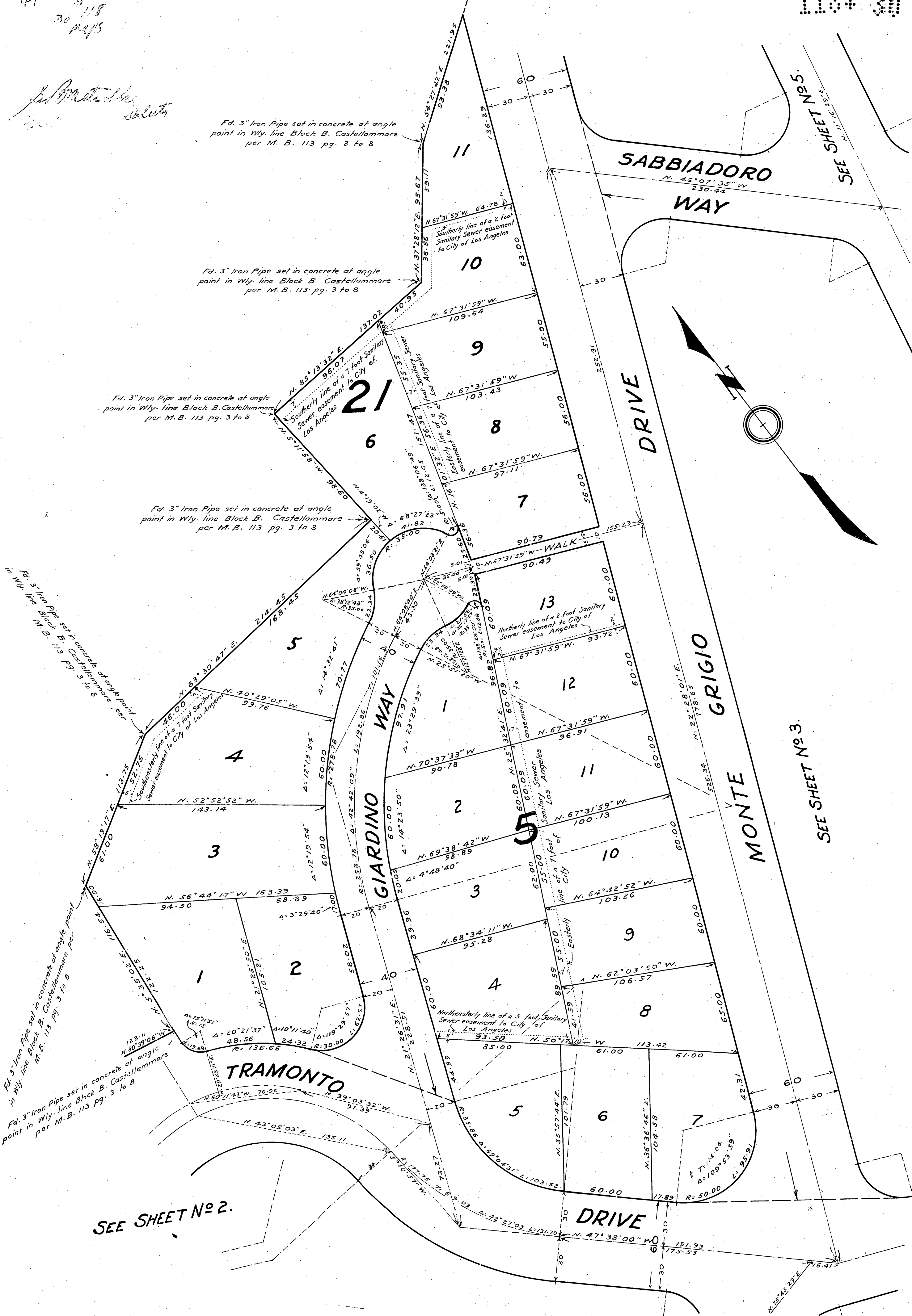
Fd. 3" Iron Pipe set in concrete at angle point in Wly. line Block B. Castellammare per M. B. 113 pg. 3 to 8

Fd. 3" Iron Pipe set in concrete at angle point in Wly. line Block B. Castellammare per M. B. 113 pg. 3 to 8

Fd. 3" Iron Pipe set in concrete at angle point in Wly. line Block B. Castellammare per M. B. 113 pg. 3 to 8

SEE SHEET N° 2.

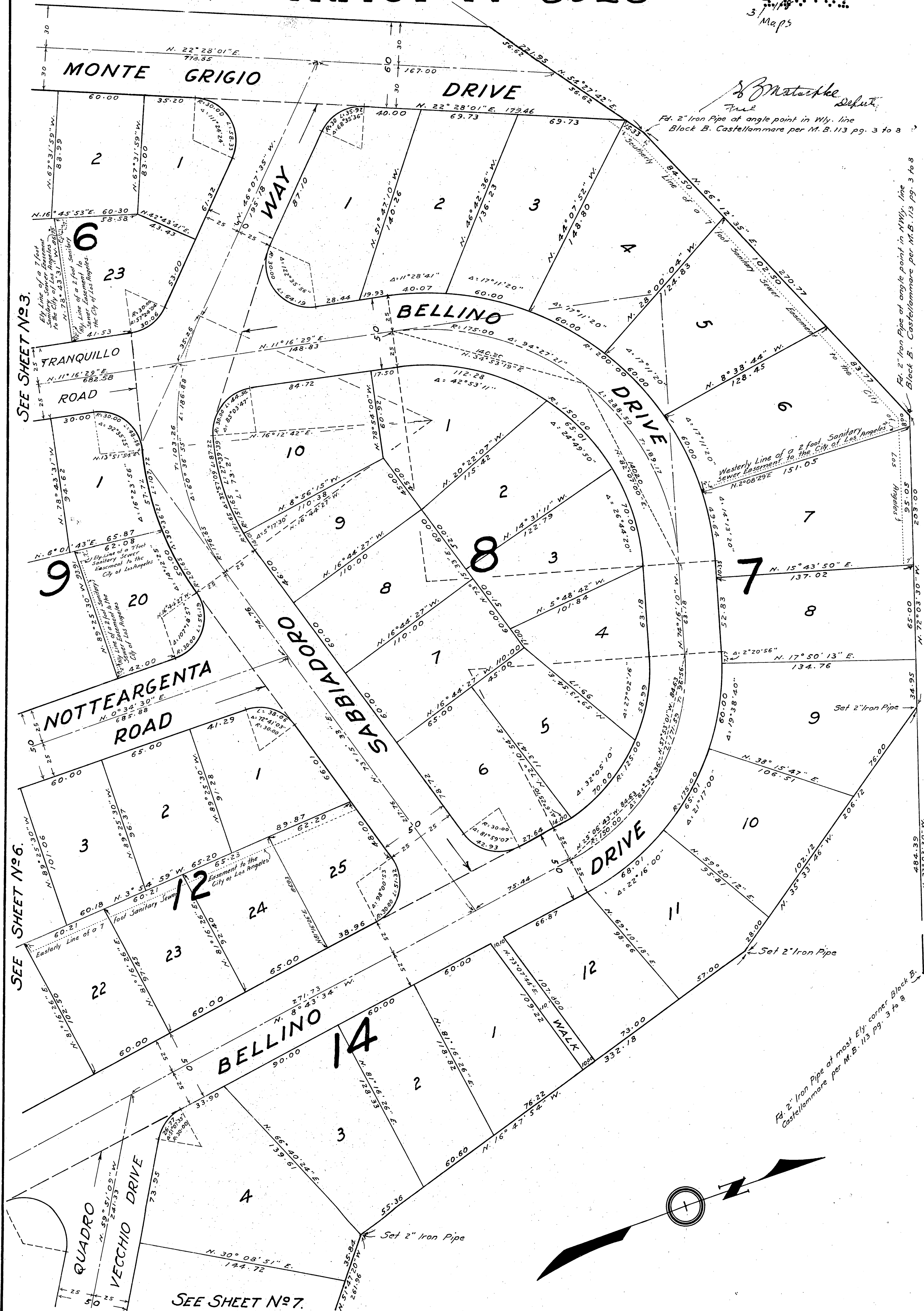
SEE SHEET N° 3.



TRACT N^o 8923

SHEET N° 5

47 OCT 7 1928
31/1/18
Maps



SEE SHEET N^o 5.

OCT 7 1925

32 118

1000

1000

SEE SHEET N^o 3. TRANQUILLO ROAD

SEE SHEET N^o 3.

SEE SHEET N^o 3.

ROAD

ROAD

ROAD

NOTTE ARGENTA

ROAD

QUADRO VECCHIO DRIVE

DRIVE

BELLINO

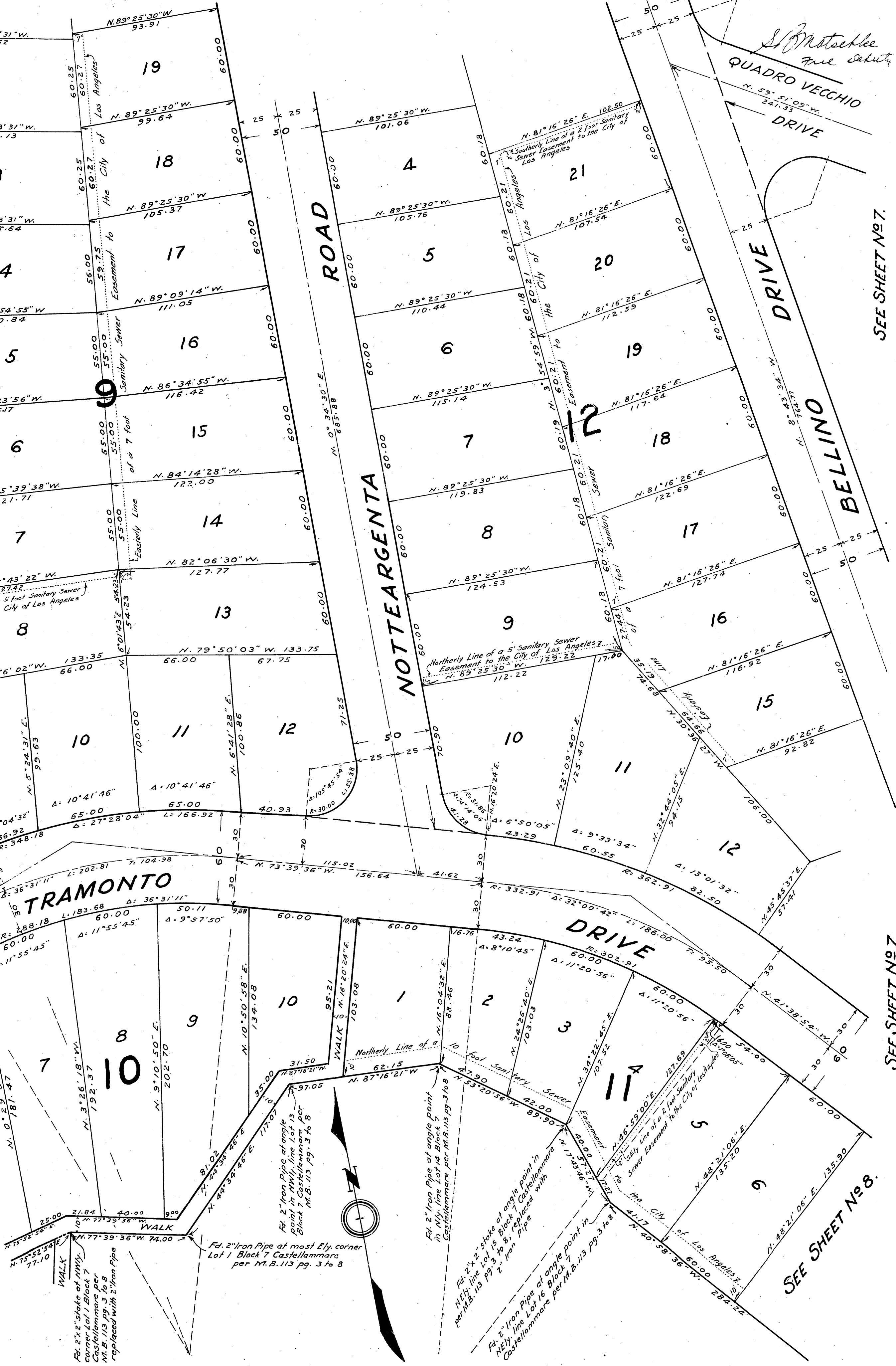
SEE SHEET N^o 7.

SEE SHEET N^o 7.

SEE SHEET N^o 8.

TRAMONTO

DRIVE



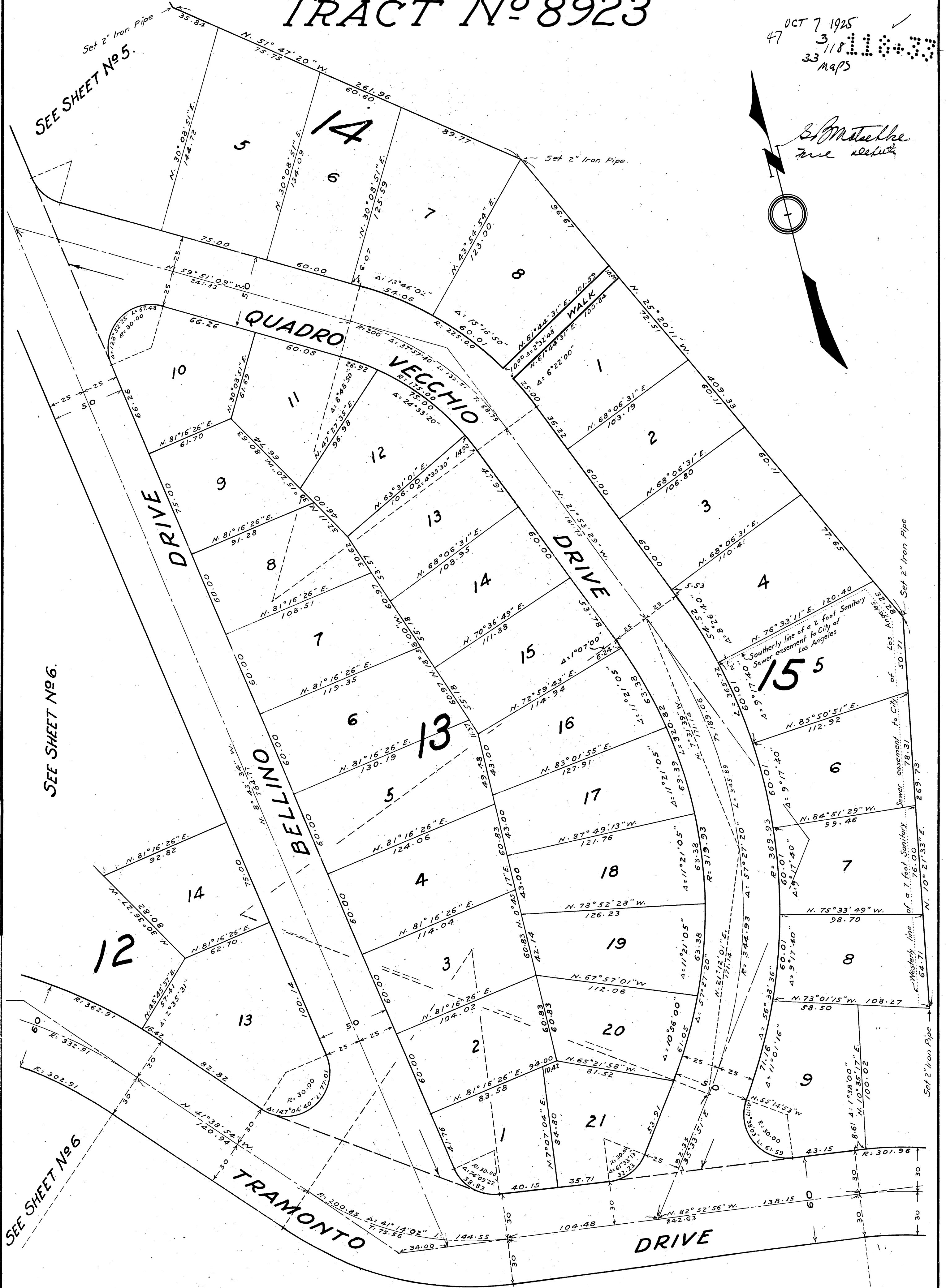
SCALE 1 IN. = 40 FT.

TRACT N^o 8923

SHEET N° 7

47 OCT 7 1925
3 118 11035
33 maps

S. Matsche
true receipt



SEE SHEET N^o 8.

SCALE 1 IN. = 40 FT.

Oct 7 1928
47 3 118
34 M.C.P.S

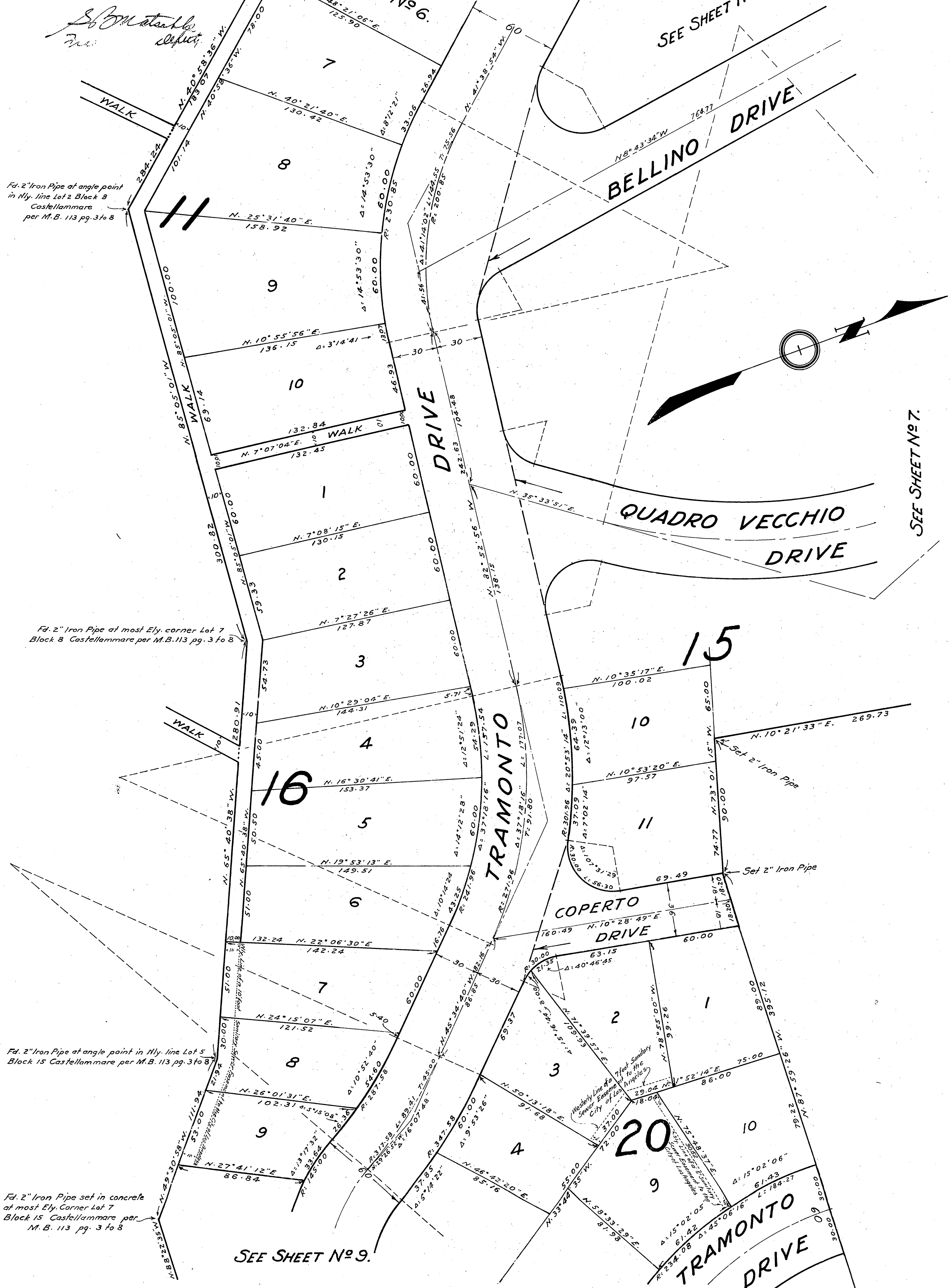
TRACT N^o 8923

SHEET N^o 8

110.34

SEE SHEET N^o 6.

SEE SHEET N^o 7.



SEE SHEET N^o 7.

SEE SHEET N^o 9.

Fd. 2" Iron Pipe at angle point
in Nly. line Lot 2 Block 8
Castellammare
per M.B. 113 pg. 3 to 8

Fd. 2" Iron Pipe at most Ely. corner Lot 7
Block 8 Castellammare per M.B. 113 pg. 3 to 8

Fd. 2" Iron Pipe at angle point in Nly. line Lot 5
Block 15 Castellammare per M.B. 113 pg. 3 to 8

Fd. 2" Iron Pipe set in concrete
at most Ely. Corner Lot 7
Block 15 Castellammare per
M.B. 113 pg. 3 to 8

SCALE 1 IN. = 40 FT.

SEE SHEET No 8

TRACT No 8923

SHEET No 9

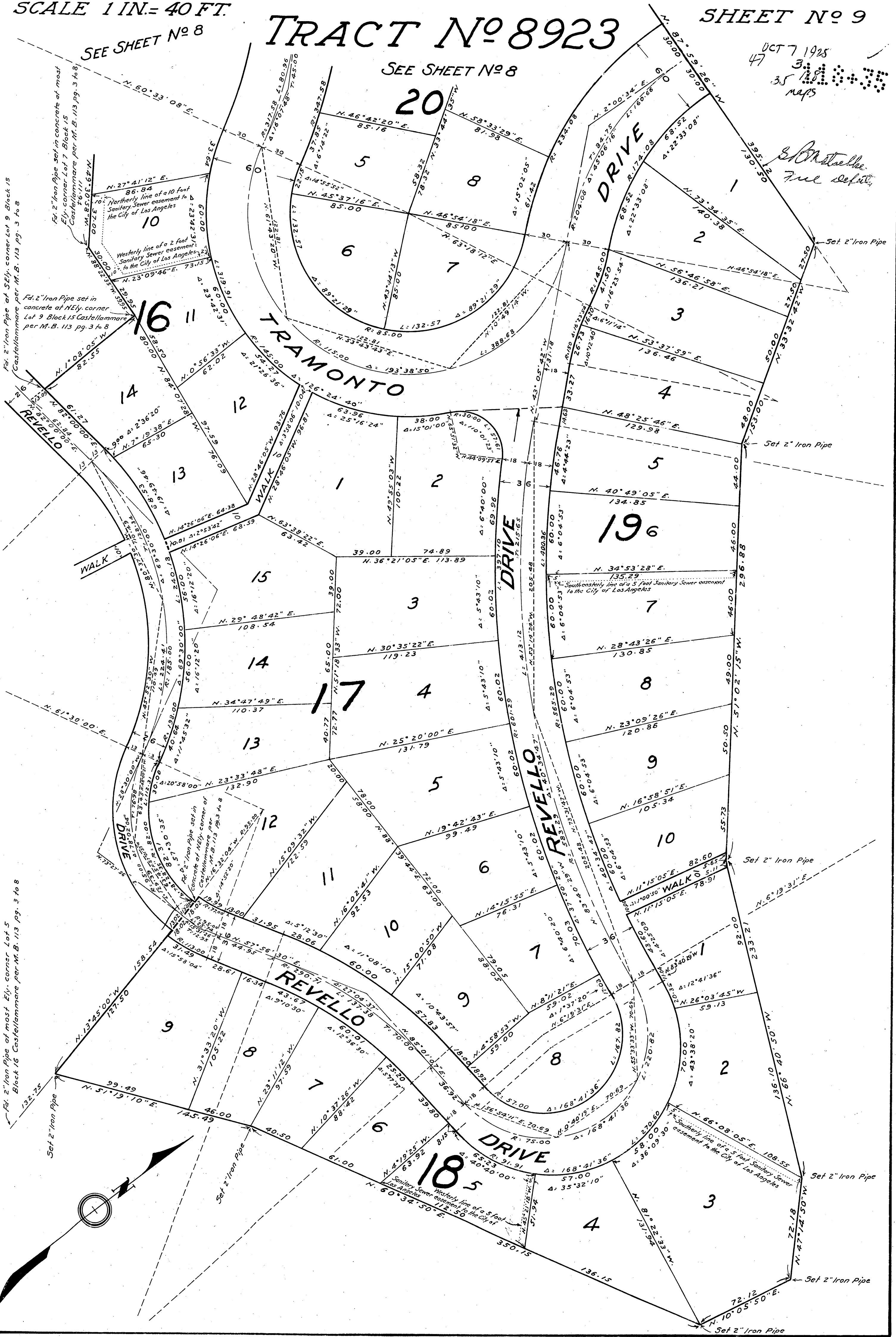
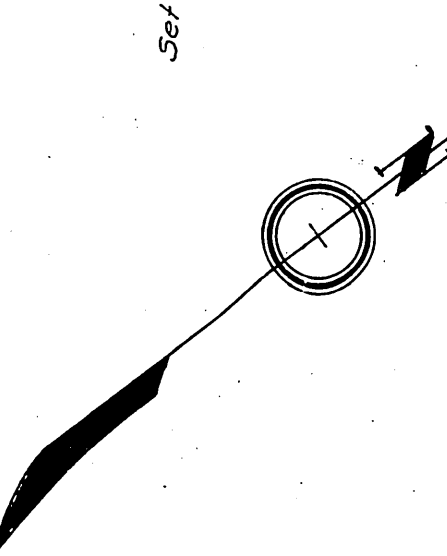
SEE SHEET No 8

OCT 7 1925
47
35
18
00
35
maps

Set 2" Iron Pipe at S.E. corner Lot 9 Block 15
Castellammare per M.B. 113 pg. 3 to 8

Set 2" Iron Pipe set in concrete at N.E. corner
Lot 9 Block 15 Castellammare
per M.B. 113 pg. 3 to 8

Set 2" Iron Pipe at most Ely. corner Lot 5
Block 16 Castellammare per M.B. 113 pg. 3 to 8



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20250527243



Pages:
0005

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

08/05/25 AT 08:00AM

FEES:	31.00
TAXES:	13,440.00
OTHER:	0.00
PAID:	13,471.00



LEADSHEET



202508050250010

00025706096



015451009

SEQ:
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

112505854

RECORDING REQUESTED BY:
Chicago Title Company

MAIL TAX STATEMENT
AND WHEN RECORDED MAIL TO:

17526 Tramonto LLC
1935 East 55th Street
Vernon, CA 90058

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 112505854
APN#: 4416-021-061

Escrow No.: EN-10948-25

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$2,640.00

CITY TRANSFER TAX \$10,800.00

☒ computed on full value of property conveyed, or

☐ computed on full value less value of liens or encumbrances remaining at time of sale.

☐ Unincorporated area ☒ City of Los Angeles **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Bruce M. Hensel, Trustee of The Hensel Qualified Personal Residence Trust dated October 22, 2020

hereby GRANT(s) to:

17526 Tramonto LLC, a California Limited Liability Company

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

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 17526 Tramonto Drive, Los Angeles, CA 90272

DATED: July 9, 2025

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABOVE:

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: July 9, 2025

The Hensel Qualified Personal Residence Trust dated October 22, 2020

By:

Bruce M. Hensel
Bruce M. Hensel, Trustee

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF Los AngelesOn July 22, 2025before me, Janelle Hussion

A Notary Public personally appeared

Bruce M. Hensel

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

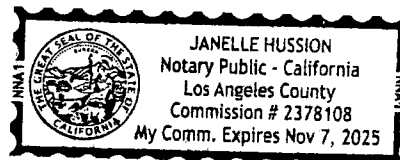
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Janelle Hussion

(Seal)



TRUE COPY CERTIFICATION

(Government Code 27361.7)

GLENDALE

California

Place of Execution (City and State)

I certify under penalty of perjury that this material is a true copy of the original material contained in this document.

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

State of CALIFORNIA
County of LOS ANGELES

On 7/22/2025 before me, JANELLE HUSSION, Notary Public
personally appeared BRUCE M. HENSEL
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ /s/ _____ (Seal)

8 / 4 / 2025

Date

By: 
Signature of Declarant

CYNTHIA SALGUERO

Type or Print Name

EXHIBIT "A"
Legal Description

For **APN/Parcel ID(s)**: **4416-021-061**
For **Tax Map ID(s)**: **4416-021-061**

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

PARCEL 1 AS SHOWN ON CERTIFICATE OF COMPLIANCE FOR LOT-LINE ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED OCTOBER 05, 2015 AS INSTRUMENT NO. 2015-1231101 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

ALL THAT PORTION OF LOT 9, BLOCK 16 OF TRACT NO. 8923, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 118, PAGES 27 THROUGH 35 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF A STRAIGHT LINE, DRAWN PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 8 OR ITS PROLONGATIONS, AND WHICH PASSES THROUGH A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 9, DISTANT NORTHWESTERLY 30 FEET, MEASURED ALONG SAID NORTHEASTERLY LINE, FROM THE MOST EASTERLY CORNER OF SAID LOT 9.

TOGETHER WITH THAT PORTION OF SAID LOT 9 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 9; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT BEING A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 145.00 FEET A DISTANCE OF 30.00 FEET; THENCE PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 9 SOUTH 26° 30' 12" WEST. 13.93 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 54° 05' 15" WEST 12.64 FEET; THENCE SOUTH 44° 52' 57" WEST 13.65 FEET; THENCE SOUTH 24° 31' 11" WEST 1.80 FEET; THENCE SOUTH 04° 05' 27" WEST 10.27 FEET; THENCE SOUTH 46° 16' 09" WEST 21.06 FEET; THENCE SOUTH 02° 58' 35" EAST 27.03 FEET THE INTERSECTION OF THE SOUTHWESTERLY PROLONGATION OF THE ABOVE MENTIONED PARALLEL LINE WITH THE SOUTHWEST LINE OF SAID LOT 9; THENCE NORTH 26° 30' 12" EAST, 78.78 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

LOTS 10 AND 11, IN BLOCK 16 OF TRACT NO. 8923, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 118, PAGES 27 TO 35 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF LOT 11 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT THAT IS 30 FEET WESTERLY FROM THE NORTHEASTERLY CORNER OF SAID LOT; THENCE EASTERLY 30 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT; THENCE SOUTHERLY TO THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE WESTERLY 44.23 FEET ALONG THE SOUTHERLY LINE OF SAID LOT TO A POINT; THENCE NORTHERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.



500 N. Brand Blvd, Suite 200
Glendale, CA 91203
Phone: (818)548-0222 / Fax:

Email to : aplusfabrics@sbcglobal.net

Date: August 12, 2025
Order No.: 112505854- JN
Property: 17526 Tramonto Drive
Los Angeles, CA 90272

In connection with the above referenced transaction, please find enclosed the Owner's Policy of Title Insurance.

We now have a file on your property that will facilitate any future transactions. We would like to thank you for the opportunity of serving you and hope that you contact us again for your escrow and title insurance needs. If you have any questions or problems, please contact us at the address shown above and we will gladly assist you.

We look forward to doing business with you and again in the future.

Sincerely,

Jay Najera
Title Officer
TeamJay@CTT.com

CLTA STANDARD COVERAGE OWNER'S POLICY OF TITLE INSURANCE

Issued by:



CHICAGO TITLE INSURANCE COMPANY

Policy Number:

112505854

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Chicago Title Insurance Company, a Florida corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
- a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

Chicago Title Company
500 N. Brand Blvd, Suite 200
Glendale, CA 91203

Countersigned By:



Steve Perry
Authorized Officer or Agent

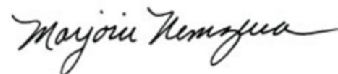
Chicago Title Insurance Company

By:



Michael J. Nolan, President

Attest:



Marjorie Nemzura, Secretary

EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Property Address: 17526 Tramonto Drive, Los Angeles, CA 90272

SCHEDULE A

Name and Address of Title Insurance Company: **Jay Najera**
Chicago Title Company
500 N. Brand Blvd, Suite 200
Glendale, CA 91203

Policy Number: 112505854

Date of Policy	Amount of Insurance	Premium
August 5, 2025 at 08:00 AM	\$2,400,000.00	\$1,917.00

1. The Insured is:
17526 Tramonto LLC, a California Limited Liability Company

2. The estate or interest in the Land insured by this policy is:
A Fee

3. The Title is vested in:
17526 Tramonto LLC, a California Limited Liability Company

4. The Land is described as follows:

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

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 4416-021-061
For Tax Map ID(s): 4416-021-061

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

PARCEL 1 AS SHOWN ON CERTIFICATE OF COMPLIANCE FOR LOT-LINE ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED OCTOBER 05, 2015 AS INSTRUMENT NO. 2015-1231101 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

ALL THAT PORTION OF LOT 9, BLOCK 16 OF TRACT NO. 8923, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 118, PAGES 27 THROUGH 35 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF A STRAIGHT LINE, DRAWN PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 8 OR ITS PROLONGATIONS, AND WHICH PASSES THROUGH A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 9, DISTANT NORTHWESTERLY 30 FEET, MEASURED ALONG SAID NORTHEASTERLY LINE, FROM THE MOST EASTERLY CORNER OF SAID LOT 9.

TOGETHER WITH THAT PORTION OF SAID LOT 9 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 9; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT BEING A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 145.00 FEET A DISTANCE OF 30.00 FEET; THENCE PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 9 SOUTH 26° 30' 12" WEST. 13.93 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 54° 05' 15" WEST 12.64 FEET; THENCE SOUTH 44° 52' 57" WEST 13.65 FEET; THENCE SOUTH 24° 31' 11" WEST 1.80 FEET; THENCE SOUTH 04° 05' 27" WEST 10.27 FEET; THENCE SOUTH 46° 16' 09" WEST 21.06 FEET; THENCE SOUTH 02° 58' 35" EAST 27.03 FEET THE INTERSECTION OF THE SOUTHWESTERLY PROLONGATION OF THE ABOVE MENTIONED PARALLEL LINE WITH THE SOUTHWEST LINE OF SAID LOT 9; THENCE NORTH 26° 30' 12" EAST, 78.78 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

LOTS 10 AND 11, IN BLOCK 16 OF TRACT NO. 8923, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 118, PAGES 27 TO 35 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF LOT 11 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT THAT IS 30 FEET WESTERLY FROM THE NORTHEASTERLY CORNER OF SAID LOT; THENCE EASTERLY 30 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT; THENCE SOUTHERLY TO THE SOUTHEASTERLY

EXHIBIT "A"
Legal Description

CORNER OF SAID LOT; THENCE WESTERLY 44.23 FEET ALONG THE SOUTHERLY LINE OF SAID LOT TO A POINT; THENCE NORTHERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

SCHEDULE B EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. 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.

END OF SCHEDULE B - PART I

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

PART II

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 2025-2026.
2. An assessment by the improvement district shown below:

Assessment/Bond No.: 1915 ACT
Series: AD #2
District: County of Los Angeles
For: Mrca.Brush Fire Clear'g Dist #2
Bond Issued: August 6, 2003
Original Amount: \$0.00

Said assessment is collected with the county/city property taxes.
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. Water rights, claims or title to water, whether or not disclosed by the public records.
5. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: Sanitary sewer
Affects: As shown on said Tract map
6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Utilities
Recording No.: 6006, Book 193, Page , of Official Records
Affects: A portion of said land
7. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable laws, as set forth in the document referred to in the numbered item last above shown.

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

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

Modification(s) of said covenants, conditions and restrictions

Recording No.: Book 14242, Page 39, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording No.: Book 22091, Page 152, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording No.: Book 23381, Page 252, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording No.: Book 27282, Page 9, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording No.: Book 27331, Page 35, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording No.: Book 38182, Page 251, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording No.: Book 27761, Page 143, of Official Records

Notice of revised declaration of restrictions and conditions

Recording Date: November 1, 1998

Recording No.: 89-1763291, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: August 10, 1998

Recording No.: 98-1398066, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: September 4, 2003

Recording No.: 2003-2566280, of Official Records

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

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

Recording No: Book 6620, Page 179, of Official Records

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

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

Recording No: Book 13343, Page 273, of Official Records

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

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

Purpose: Light and air
Recording Date: October 14, 1953
Recording No.: 561, of Official Records
Affects: A portion of said land

11. Covenant and agreement wherein the owners agree to hold said Land as one parcel and not to sell any portion thereof separately. Said covenant is expressed to run with the Land and be binding upon future owners.

Recording Date: July 6, 1993
Recording No.: 93-1381110, of Official Records

Reference is made to said document for full particulars

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

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

12. An instrument entitled Covenant and Agreement Regarding Maintenance of Building

Executed by: Bruce Hensel
In favor of: City of Los Angeles
Recording Date: July 19, 1993
Recording No.: 93-1381111, of Official Records

Which among other things provides:

Reference is hereby made to said document for full particulars

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

13. An instrument entitled Affidavit Regarding Maintenance of Pool

Executed by: Bruce M. Hensel
In favor of: City of Los Angeles
Recording Date: September 28, 1999
Recording No.: 99-1853834, of Official Records

Which among other things provides:

Reference is hereby made to said document for full particulars

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

14. Matters contained in that certain document

Entitled: Grant of Revocable License
Dated: August 1, 2000
Executed by: Dr. Bruce Hensel, an unmarried man
Recording Date: August 8, 2000
Recording No.: 2000-1238490, of Official Records

Reference is hereby made to said document for full particulars.

15. Waiver of any claims for damages to said Land by reason of the location, construction, landscaping or maintenance of the street or highway adjoining said Land, as contained in the deed to

County/City/State: City of Los Angeles
Name of Street or Highway: 17526 Tramonto Drive
Recording Date: January 11, 2005
Recording No.: 2005-75131, of Official Records

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

16. An instrument entitled Affidavit Regarding Maintenance of Piles with Factor of Safety of 1.25

Executed by: Bruce M. Hensel
In Favor of: City of Los Angeles
Recording Date: March 8, 2006
Recording No.: 2006-496875, of Official Records

Which among other things provides:

Reference is hereby made to said document for full particulars.

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

17. An instrument entitled Affidavit Regarding Erection and Maintenance of Building in an Area Subject to Landsliding and Unstable Soils

Executed by: Bruce M. Hensel
In Favor of: City of Los Angeles
Recording Date: September 20, 2011
Recording No.: 2011-1277824, of Official Records

Which among other things provides:

Reference is hereby made to said document for full particulars.

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

18. A Notice

Entitled: Notice of Acknowledgement of Easement
For: Notice of Acknowledgement of Easement
Executed by: Bruce Hensel
Recording Date: September 27, 2011
Recording No.: 2011-1310799, of Official Records

Reference is hereby made to said document for full particulars.

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

19. An instrument entitled Affidavit Regarding Erection and Maintenance of Building in an Area Subject to Landsliding and Unstable Soils

Executed by: Bruce Hensel
In Favor of: City of Los Angeles
Recording Date: April 2, 2012
Recording No.: 2012-495625, of Official Records

Which among other things provides:

Reference is hereby made to said document for full particulars.

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

20. An instrument entitled Affidavit Regarding the Maintenance of Retaining Retaining Walls

Executed by: Bruce Hensel
In Favor of: City of Los Angeles
Recording Date: January 23, 2015
Recording No.: 2015-82067, of Official Records

Which among other things provides:

Reference is hereby made to said document for full particulars.

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

21. Matters contained in that certain document

Entitled: Memorandum of License and Covenant
Dated: January 26, 2015
Executed by: Max and Mitra Falamaki, Trustees of The Mohsen Max Falamaki and Mitra Omana Falamaki
2002 Family Trust
Recording Date: February 2, 2015
Recording No.: 2015-118046, of Official Records

Reference is hereby made to said document for full particulars.

Memorandum of Assignment of License and Covenant

Recording Date: February 20, 2019
Recording No.: 2019-151749, of Official Records

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

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

Granted to: Dr. Bruce Hensel
Purpose: Public utilities
Recording Date: February 2, 2015
Recording No.: 2015-118047, of Official Records
Affects: A portion of said land

23. A certificate of compliance

Executed by: Department of City Planning
Dated: October 2, 2015
Compliance No.: AA-2015-1267-PMEX
Recording Date: October 5, 2015
Recording No.: 2015-1231101, of Official Records
Affects: A portion of said land

24. A certificate of compliance

Executed by: Department of City Planning
Dated: October 2, 2015
Compliance No.: AA-2015-1267-PMEX.
Recording Date: October 5, 2015
Recording No.: 2015-1231224, of Official Records
Affects: A portion of said land

25. An instrument entitled Affidavit Regarding the Maintenance of Stairs and Deck

Executed by: Bruce Hensel
In Favor of: City of Los Angeles
Recording Date: November 19, 2015
Recording No.: 2015-1454885, of Official Records

Which among other things provides:

Reference is hereby made to said document for full particulars.

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

26. A Notice

Entitled: Notice of Assessment
For: Open Space Preservation
Executed by: City of Los Angeles
Recording Date: August 13, 2003
Recording No.: 2003-2342865, of Official Records

Reference is hereby made to said document for full particulars.

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

Notice of Amended Assessment

Recording Date: December 8, 2015
Recording No.: 2015-1538489, of Official Records

Notice of Amended Assessment

Recording Date: November 28, 2017
Recording No.: 2017-1362454, of Official Records

27. A Notice

Entitled: Notice of Special Tax Lien
For: Open Space Protection and Fire Prevention
Executed by: Mountains Recreation and Conservation Authority
Recording Date: January 23, 2013
Recording No: 2013-110801, of Official Records

Reference is hereby made to said document for full particulars.

END OF SCHEDULE B - PART II

CONDITIONS**1. DEFINITION OF TERMS**

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i.
 - (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;

(continued)

- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

(continued)

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

- i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
 - i. the Amount of Insurance; or
 - ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
 - i. the Amount of Insurance will be increased by Fifteen Percent (15%); and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,
 all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within thirty (30) days.

(continued)

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM**a. Choice of Law**

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. Choice of Forum

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

19. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than Two Million and No/100 Dollars (\$2,000,000), any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

(continued)

- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.*
- d. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

END OF CONDITIONS