## $\$ 825,000$ Property Information Package <br> SEALED BID AUCTION

## Volume 2 - Historical Documents

Los Angeles County, located along the Calabasas Peak Motorway

# Cultivate Equestrian Living in Calabasas! 

101士 Acres in 3 Prime Panoramic View Parcels

## Sealed Bids Due: 2PM PST • Thursday • February 15

Preview Site: 10 AM - Noon, Fri \& Sat, January 26-27• On-Site - Entrance at 2693 Old Topanga Canyon Road
Three prime panoramic view equestrian parcels just north of Calabasas Peak are being offered in one package at or above $\$ 825,000$. Parcels have Ocean, City and Mountain Views depending on location. Water is through Las Virgenes Municipal Water District and LACO Waterworks District 29. Water Well on Parcel 2. Power is supplied by Southern California Edison.

Parcels are located within the award-winning Las Virgenes Unified School District and are outside of the Coastal Zone. Property information Package must be downloaded from www.calabasas-view.com in order to bid. The opportunity to secure your private mountain retreat location is NOW so don't delay! Submit your sealed bid no later than February 15, 2018 at 2 PM PST. Good luck!

Terms:
Minimum Bid $\$ 825,000$. Property WILL sell at or above this amount. $10 \%$ Earnest Money Deposit, Balance Due at Closing on/before 30 Days. 10\% Buyer's Premium. Subject to prior sale, change or withdrawal without notice.

> HIGGENBOTHAM AUCTIONEERS INTERNATIONAL, LTD, INC
www.calabasas-view.com
800-257-4161

INLYORLIIYONAL,LID., INC

## Historical Documents

## HISTORICAL DOCUMENTS

In the following pages, we are disclosing all of the historical documents the Seller has in their possession and has constructive knowledge of. The following is a brief description of the history of ownership of these 3 parcels.

Parcel 1 and Parcel 2 as shown in the Preliminary Title Insurance Commitment from Stewart Title Insurance Company, October 2, 2017 are "Government Lots" and are subdividable into 4 lots as well as having mineral rights. Parcel 3 is subdividable into 2 lots, however, the Seller is not certain this parcel if this parcel also has mineral rights.

Parcel 2 was acquired by the Seller (Eigenbrodt) in 1965 and the TICOR Title Report (which is contained in these documents) depicts the Calabasas Peak Motorway as access to this parcel and two additional parcels to the South which the Seller does not own. This parcel has entitlements to water service from the Las Virgenes Municipal Water District and a water well logged at 4 to 6 gallons per minute.

Parcel 1 was acquired by the Seller (Radzinski) in 1988 along with Government Lot 1 as a partnership interest with Kenneth Krueger. The Title Report from North American Title (which is contained in these documents) discloses easements across a portion of the Mountain Park Estates. At the time Radzinski owned a 4 acre parcel that was cut from Government Lot 1 at the end of Zuniga Road. The parcel has entitlements to water from Water Works District 29. This parcel is Special Benefit Assessment property. The bonds used to finance the improvement are Special Benefit Assessment Bonds for water for fire protection.

Parcels 3, 3A and 3B were acquired by Radzinski in 2003 and insured by First American Title (which is contained in these documents). In 2004, an Express Map and ALTA survey used with this title policy was purchased. The Express Map endorsement covered all three Parcels and was in place at the time of sale in April 2006.

In April 2006, all three lots were sold in one sale to Haron Shabatian and Fred Farzan and their associated companies (Capital State LLC, Brown Derby LLC and Sound Garden LLC) ("Buyer") with approved plot plans that included approved house plan sets. After 2 years of failure to make improvements, the plot plans as approved by the County of Los Angeles, expired. The Buyer then sued the County of Los Angeles for extensions of their approved plot plans in 2008. Los Angeles County prevailed and was granted a "dismissal without prejudice." The Buyer then filed a claim against First American Title claiming Los Angeles County claiming the County told them they lacked legal access.

In April 2010, the Buyer sued First American Title, the Realtor who sold the property and the Sellers (Eigenbrodt and Radzinski) for rescission of the purchase and sale transaction and damages. The Sellers tended the lawsuit to First American Title and the tender was accepted. After several years of litigation, Sellers settled the lawsuit with the Buyers by rescission of the purchase and sale transaction and payment of money. Thereafter, Sellers filed a lawsuit against First American Title in 2013. That case was settled in 2016 and the settlement terms remain confidential. We have included in the historical documents several documents concerning these two lawsuits. Documents concerning these two lawsuits can be reviewed and downloaded on the Los Angeles Superior Court's website, www.lacourt.org.

In addition, the current Stewart Title Preliminary Title Report shows that there is insurable access to Parcel 3 through Parcels 3A and 3B. There is already a mapped right of way recorded when the Mountain Park Estates subdivision was recorded, that connects Parcel 3 with Parcel 2. All 3 Parcels have recorded Certificates of Compliance from Los Angeles County, which are not issued unless it can be shown that each has legal access (and Parcel 1 has access through Parcel 2).

Be advised, all parcels are sold "AS IS." THE TERM "AS IS" IS USED HEREIN TO MEAN AS AND WHERE THE PROPERTY PRESENTLY EXISTS AS OF THE DATE HEREOF, INCLUDING WITHOUT LIMITATION ALL FAULTS, DEFECTS, CLAIMS, LIENS, AND OTHER CONDITIONS OF EVERY KIND OR DESCRIPTION WITH RESPECT TO (a) THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION) ALL DEFECTS SEEN AND UNSEEN AND CONDITIONS NATURAL AND ARTIFICIAL), (b) THE FINANCIAL OPERATION AND CONDITION AND SUITABILITY OF THE PROPERTY, (c) COMPLIANCE WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS TO WHICH THE PROPERTY IS SUBJECT, (d) ALL CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION THAT RELATE IN ANY WAY TO THE PROPERTY OR ITS OWNERSHIP AND OPERATION THEREOF, WHETHER KNOWN OR UNKNOWN, (e) THE SUITABILITY OF THE PROPERTY FOR ANY PURPOSE, (f) THE ACCESSIBILITY OF THE PROPERTY, AND (g) ALL OTHER MATTERS RELATED IN ANY WAY TO THE OWNERSHIP AND OPERATION OF THE PROPERTY, WHETHER KNOWN OR UNKNOWN.

For any further questions, please contact the Broker \& Auctioneer, Chris Vaughan at (858) 382-6030.

# $M A C R O=P R O$ <br> <br> CLAIM \#: 7030033669 <br> <br> CLAIM \#: 7030033669 <br> <br> FILE \#: 770/123 

 <br> <br> FILE \#: 770/123}

DELIVER TO:
WHITNEY L. BEST, ESQ. HANGER, STEINBERG, SHAPIRO \& ASH 21031 VENTURA BOULEVARD SUITE 800 WOODLAND HILLS, CA 91364-6512

## INVOICE \#:

CASE NAME:

CASE \#:
RECORD LOCATION: COUNTY OF LOS ANGELES DEPT OF REGIONAL PLANNING 320 W. TEMPLE ST 13TH FLOOR LOS ANGELES, CA 90012

COPIES TO:

1770519
FARSH PROPERTIES, LLC., ET AL. vs. SCHMITZ \& ASSOCIATES, INC., ET AL.

HANGER, STEINBERG, SHAPIRO \& ASH

BC420202

## STATUS OF ALL LOCATIONS FOR THIS ORDER (** Provided to Ordering Party ONLY **)

1 - LA. COUNTY FIRE DEPARTMENT - LOS ANGELES
10 - FIRST AMERICAN TITLE INSURANCE COMPANY - SANTA ANA
11 - LA. ESCROW EXPRESS - TARZANA
12-CARNAHAN \& ASSOCIATES - WOODLAND HILLS
13 - DEPARTMENT OF BUILDING \& SAFETY - LOS ANGELES
14 - COUNTY OF LOS ANGELES DEPT OF REGIONAL P - LOS ANGELE
15 - LA. COUNTY PUBLIC WORKS AND BUILDING SA - ALHAMBRA
16 - LOS ANGELES COUNTY TAX COLLECTOR - LOS ANGELES
2 - DAYAN I PARTNERS, LLD - LOS ANGELES
3 - NICK KAZEMI, INC. - WOODLAND HILLS
4 - CONSTRUCTION ADVISORY SERVICES, LLD - CALABASAS
5 - GeoCONCEPTS, INC. - VAN NUYS
6 - IKE'S PUMP \& DRILLING, INC. - OXNARD
7 - BONIFACIO FLORES - OXNARD
8 - ATIABI CONSTRUCTION COMPANY - SEMIS
9 - LOS ANGELES COUNTY TAX COLLECTOR - LOS ANGELES

ATTORNEY OR PARTY WITHOUT ATTORNEY:
WHITNEY L. CAWLEY, ESQ. SB\# 253999
HANGER, STEINBERG, SHAPIRO \& ASH
21031 VENTURA BOULEVARD SUITE 800
WOODLAND HILLS, CA 91364
TELEPIONENO: (818) 226-1222 FAXMO: 818-226-1215
E-MAR ADDPESS: WLC@HLSILAW. COM
ATTOFNEY FOR
DEFENDANT: SCHMITZ \& ASSOCIATES, INC.
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGEIES
Striet adoress: 111 N. HILL ST.
MALING ADOPESS:
cTTY AND ZLP COOE: LOS ANGELES, CA 90012
вRAMCH NAME: CENTRAL
PLANTLFFPETIIONER: FARSH PROPERTIES, LLC., ET AL.
defendanthespondent: SCHMITZ \& ASSOCIATES, INC., ET AL.

## DEPOSITION SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS

THE PEOPLE OF THE STATE OF CALIFORNIA, TO THE CUSTODLAN OF RECORDS FOR: COUNTY OF LOS ANGELES DEPT OF REGIONAL PLANNING, 320 W . TEMPLE ST, 13TH FLOOR, LOS ANGELES, CA 90012- Phone: (213)000-0000

1. YOU ARE ORDERED TO PRODUCE THE BUSINESS RECORDS described in item 3, as fullows:

a. $\square$ by delivering a true, legible, and durable copy of the business records described in item 3 , enclosed in a sealed inner wrapper with the fitle and number of the action, name of witness. and date of subpoena clearly written on it. The inner wrapper shall then be enctosed in an outer envelope or wrapper, sealed, and mailed to the deposition officer at the address in item 1.

b. $\square$by delivering a true, legible, and durabte copy of the business records described in item 3 to the deposition officer at the withess's address, on receipt
c. XX by making the originat business records described in tem 3 available for inspection at your business address by the attomey's representative and of payment in cash or by check of the reasonable costs of preparing the copy, as determined under Evidence Code section 1563(b). permitting copying at your business address under reasonable conditions during normal business hours.
2. The records are to be produced by the date and time shown in item 1 (but not sooner than 20 days atter the issuance of the deposition subpoena, or 15 days after service, whichever date is later). Reasonable costs of locating records, making them available or copying them, and postage, if any, are recoverable as set forth in Evidence Code section 1563(b). The records shall be accompanied by an affidavit of the custodian or other qualifed witness pursuant to Evidence Code section 1561.
3. The reoords to be produced are described as follows:

XX Continued on attachment 3.
4. IF YOU HAVE BEEN SERVED WITH THIS SUBPOENA AS A CUSTODIAN OF CONSUMER OR EMPLOYEE RECORDS UNDER CODE OF CIVL PROCEDURE SECTION 1985.3 OR 1985.6 AND A MOTION TO QUASH OR AN OBJECTION HAS BEEN SERVED ON YOU, A COURT ORDER OR AGREEMENT OF THE PARTIES, WTTNESSES, AND CONSUMER OR EMPLOYEE AFFECTED MUST BE OBTAINED BEFORE YOU ARE REQUIRED TO PRODUCE CONSUMER OR EMPLOYEE RECORDS.

DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WIL ALSO BE LIABIE FOR THE SUM OF FNE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FALLURE TO OBEY.



## ATTACHMENT 3

Any and all records, including reports, wrätings, surveys, permits, maps, studies, pictures, videos, property profiles, citations, notices, notes, memos, letters and all written documents issued and/or prepared and/or received regarding real property located at Santa Monica Mountains North Area Community District, County of Los Angeles, State of California, Assessor's Parcel Numbers 4455-008-002, 4455-008-003 (commonly known as 2750 old Topanga Canyon Road, Calabasas. $C A$ ) and 4455-005-020 (conmonly known as 2681 old Topanga Canyon Road, Calabasas, CA).

## PIANTHFFEETICNER FARSH PROPERTIES, LLC., ET AL. <br> defendanthespondent: SCHMITZ \& ASSOCIATES, INC., ET AL. <br> PROOF OF SERVICE OF DEPOSITION SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS

CASE MMMBER:
BC4 20202

1. I served this Deposition Subpoena for Production of Busineiss Records by personally delivering a copy to the person served as follows:
a. Person served (name):
b. Address where served:

c. Date of delivery:

d. Time of deivery: $\qquad$
e. (1)


Amount:

(2)


Copying fees were paid.
Amount: . . . . . . . . s $\qquad$
f. Fee for service: $\qquad$

3. Person serving:
a. $\square$ Not a registered California process server.
b. California sheriff or marshal.
c. $\square$ Registered Califomia process server.
d. Exployee or independent contractor of a registered California process server.
exempt from registration under Business and Professions Code section 22350(b).
XX Registered professional photocopier.
g. $\qquad$ Exernpt from registration under Business and Professlons Cade section 22451.
h. Name, address, telephone number, and, if applicable, county of registration and number: MACRO-PRO, INC.

MACRO-PRO, INC
P.O. Box 93010

LONG BEACH, CA 90809-3010
(888) $898-3430$

Los Angeles County Registration \#X-0086 and \#2311
P.O. Box 4217

SAN LEANDRO, CA 94579.0217
(510) 483-2679

Alameda County Registration \# 19 and \# 412

I dectare under penalty of periury under the laws of the State

(For CaIformia sheriff or marshal use only) I certify that the foregoing is true and correct.

Date:

|  | JOB \#: 371967-14 982(a)(15.2) |
| :---: | :---: |
| ATOOFNEY OR PARIY WTHOUT ATTOANEY: WHITNEY L. CAWLEY, ESQ. SB\# 253999 HANGER, STEINBERG, SHAPIRO \& ASH 2IO31 VENTURA BOULEVARD SUITE 800 WOODLAND HILLS, CA 91364 TELEPHONE NO: (818) $226-1222$ ATTORNEY FOR: DEFENDANT: SCHMITZ \&AXNO ASSOCIATES, INC. | CASE RMMBER: $\text { BC4 } 20202$ |
| ```SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREETADDRESS: 111 N. HILL ST. MMMIMG ADDPESS: CTY ANOZIP CODE: LOS ANGELES, CA }9001 franchname: CENTRAL``` | NOTICE OF DEPOSITION (Records only--no personal appearance necessary) |
| Plantaffentioner farsh properties, LLC., ET AL. defemonnthespondent: SCHMITZ \& ASSOCIATES, INC., ET AL. | AFFIDAVIT for Subpoena Duces Tecum |

## NOTICE TO ALL PARTIES AND THEIR ATTORNEY(S) OF RECORD:

1. The depositions of and production of documents by Custodian of Records of businesses will be taken as follows: COUNTY OF LOS ANGELES DEPT OF REGIONAL PLANNING
2. NO DEPOSIIION TESTIMONY WIL BE TAKEN. The deponent need not appear if he or she complies with Evidence Code Sections 1560 through 1566 , and Code of Civil Procedure Sections 2018 through 2021. True, legible and durable copies of all the documents described in the supporting Subpoena Duces Tecum, which certified by the above named Custodian will be accepted as sufficient compliance by said Custodian.

## AFFIDAVIT

1. The declarant sequests that a Subpoena Duces Tecum be issued, directing said witness to appear in person at the time and place specified in the Subpoena and that said witness there produce the aforesaid records
2. The Custodian of Records has in their possession or under their control various papers, records and other documents.
3. The documents are material to the issues in this case in that said records constitute and contain evidence that is relevant to the subject matter and materia to the issues involved herein
4. Good cause exists for their production under Subpoena Duces Tecum in that testimony will be elicited from the original records obtained through the witness named herein and there is no other process available to secure said original records.

I dectare under penalty of perjury that the foregoing is true and correct, and that this declaration was execuled on $07 / 07 / 2010$.


## PROOF OF SERVICE BY MAIL

1 am employed in the STATE OF CALIFORNIA. COUNTY OF LOS ANGELES. I am over eighteen years of age and not a party to the within action: my business address is 2501 E . 28th Street. Suite 111. Signal Hal. CA 90755.

On July 07, 2010, 1 served the Deposition Subpoena for Production of Business Records. Notice of Deposition, and Affidavit on all appearing parties and upon any consurner not represented by counsel regarding whom records are being sought, by placing copies thereof enclosed in a sealed envelope with postage fully prepaid, in the United States mail at Long Beach. California. addressed as follows:

```
CAMERON M. JOLLY, ESQ.
MIXON & JOLLY, LLP.
575 ANTON BLVD.
STE. 670
COSTA MESA, CA }9262
```

Ideclare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on 07/07/2010,
in Signal Hill, California. in Signal Hill, California.

UNION BANK
500 S. MAIN ST.
ORANGE, CA 92868
CHECK NO: 2138059

LONG BEACH, CA 90809-3010
:
DATE 07/07/10

Fifteen \& 00/100 Dollars
PAY TO
THE
ORDER county of los angeles dept of rbgional planning
OF:
Job \#: 371967-14
Claimant: FARSH PROPERTIES
For: Witness Fee Not Negotiable

JOB \#: 371967-14
CLAIMANT: FARSH PROPERTIES

-- Tear Check Here --

Southern California

Central Valley sacramento CA 95829 (800) 695-2511

NTEGRITY. QUALITY. DIVERSITY.

## QUALITY CONTROL

Re: CoUnt: of con Angeles ont or nobional Dat
plammerar
Date: $\qquad$
$\qquad$
Job \#: 371967-14

Records have been verified as pertaining to those requested on the basis of:
[ N Name
[ ] Date of Birth
[ ] File or Claim \#
[ ] Other $\qquad$

As you requested, these records consist of:
[ 1 Any and All Records Available
[ ] Only those Records Consistent with Specified Omissions:
$\qquad$
$\qquad$

Quality Certified By:


If you receive any page that you cannot read or have any questions regarding these records or your order, please call Macro-Pro Client Services or any Macro-Pro Manager at (888) 554-0900 subpoena/request declare the following: Including this Declaration/Certificate, all records called for in the attached subpoena/request with which 1 was served were prepared by personnel of the business in the ordinary course of business at or near the time of the act, condition or event depicted in the records. I certify that the records that the sources of the information preduced and as the records sought by the subpoena/request and are what they purport to be. I further certify records.

|  | RECORDS PRODUCED |
| :---: | :---: |
|  | The original records were delivered to the Macro-Pro representative for copying at the Custodian's place of business No documents have been withheld or removed from any files. (If documents were withheld, check the corresponding box under RECORDS NOT PRODUCED). |
|  | All requested records were copied by this entity and delivered to Macro-Pro via: $\square$ U.S. Mail $\square$ Pickup $\square$ Other $\qquad$ <br> No documents were removed or withheld from the documents provided. If documents were withheld, check the corresponding box under RECORDS NOT PRODUCED). |
|  | FILMS (if requested) $\square$ X-Rays $\square$ MRI's $\square$ CT Scans <br> We do not have the requested $X$-Rays or Films <br> Other Films Films transferred to: |

## RECORDS NOT PRODUCED

No Records: A thorough search of our files revealed no documents, records or other materials as called for in this subpoena/request and no such records exist with the information provided.
$\square$ Records Destroyed: All records for the time period requested have been destroyed pursuant to our document retention policy
$\square$ Records Withheld: Records were withheld because they are protected under attorney-client privilege or attorney work product. Log required.
$\square$ Records Unavailable at this Time: The records are unavailable at this time. The records will be available for copying on $\qquad$ during normal business hours.
OTHER:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. X
Signature of the Custodian

Please Print Your Name


## AFFIDAVIT OF CUSTODIAN OF RECORDS

I, John Gutwein declare as follows:

1. I am over the age of 18. Neither myself nor the County of Los Angeles is a party to the above referenced action. I have personal knowledge of the facts stated in this declaration.
2. I am employed by the County of Los Angeles, Department of Regional Planning. My title is Acting Deputy Director, Land Use Regulation Division, Department of Regional Planning.
3. I am the designated custodian of records generated by the Los Angeles County Department of Regional Planning, Land Use Regulation Division, and have the authority to certify the authenticity of such records.
4. A deposition subpoena for the production of business records in the civil litigation entitled Farsch Properties, LLC vs. Schmitz and Associates, Inc., Los Angeles Superior Court Case No. BC 20202, which is attached to this affidavit as Exhibit A, has been served on the Los Angeles County Department of Regional Planning. The deposition subpoena lists the documents requested.
5. Non-privileged documents responsive to the subpoena for business records identified herein were made available for copying to a bonded copying service selected by and arranged through the deposition officer for the subpoenaing party in compliance with California Evidence Code $\S 1560$ et seq. Documents reflecting communications protected by the AttorneyClient Privilege and the Attorney Work Product doctrine have not been produced.
6. The records were prepared by the personnel of the Los Angeles County Department of Regional Planning in the ordinary course of business at or near the time of the act,
condition, or event, and are currently maintained within the permitting files of the Department of Regional Planning.
7. I have caused all responsive, non-privileged documents within the possession and control of Los Angeles County Department of Regional Planning as identified herein, to be made available for pick up and copying by Macro-Pro, Inc., the bonded copying service company selected by the subpoenaing party, at the Land Development Coordinating Center (LDCC) of the Los Angeles County Department of Regional Planning, located at 320 West Temple Street, $13^{\text {th }}$ Floor, Los Angeles, California 90012.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


JOHN-GUTWEIN, Acting Deputy Director Land Use Regulation Division
Department of Regional Planning

| From: | Claghorn, Richard |
| :--- | :--- |
| Sent: | Monday, October $29,20075: 41 \mathrm{PM}$ |
| To: | Mindy Commins |
| Cc: | Naren Gunasekera; Donna Shen; Chris Deleau |
| Subject: | RE: RPP200400398, -426 |

## Richard Claghorn

From: Mindy Commins [mailto:mcommins@schmilzandassociates.net]
Sent: Monday, October 29, 2007 5:41 PM
To: Claghorn, Richard
Cc: Naren Gunasekera; Donna Shen; Chris Deleau
Subject: RE: RPP200400398, -426
Richard,
Thanks for providing the review comments so quickly. One question, attached to the original plot plan approvals were conditions regarding the height of the structures. We abided by those conditions which were: Height not to exceed $30^{\prime}$ and height not to exceed $35^{\circ}$. It is my understanding that if the building heights are in conformance with those conditions of approval, that the currently proposed heights should be okay. Please confirm. Thanks.

Mindy Commins I Project Team Manager I Schmiz \& Associates, Inc. 5234 Chesebro Road, Suite 200, Agoura Hills, CA 91301
V: $181813338-3636$ i $\mathrm{F}:(8188) 338-3423$ I E : mcemmins@schmitzandassociates.net
From: Claghorn, Richard [mailto:rclaghorn@planning.lacounty.gov]
Sent: Monday, October 29, 2007 8:48 AM
To: Mindy Commins
Subject: RPP200400398, -426
Mindy,
Please read the attached letters regarding the recently submitted amendments. Let me know if you have any questions. Thanks.

Richard Claghorn

## Claghorn, Richard

From:
Sent:
To:
Cc:
Subject:

Claghorn, Richard
Thursday, October 18, 2007 3:23 PM
'Mindy Commins'
Naren Gunasekera; Chris Deleau
RE: Plot Plan Applications

Mindy,

The holds have been taken off the 2 parcels so you should be able to file amendments to those plot plans. However, the proposed structure must be within the approved building footprint, must not be higher than the approved building and approved footprint. proved forpint

Richard Claghorn

From: Mindy Commins [mailto:mcommins@schmizandassociates.net]
Sent: Thursday, October 18, 2007 11:38 AM
To: Claghorn, Richard
Cc: Naren Gunasekera; Chris Deleau
Subject: RE: Plot Plan Applications
Richard,
Our clients that are trying to complete their work before the expiration are very concerned about this delay. I look forward to your update on this matter today. Please let us know who your supervisor is that we may contact on this matter. Thank
you.

Mindy Commins
Mindy Commins I Project Team Manager I Schmitz \& Associates, Inc.
5234 Chesebro Road, Suite 200, Agoura Hilis, CA 91301
V: (818)338-3636 I F: (818)338-3423 I E: mcommins@schmitzandassociates.net
From: Claghorn, Richard [mallto:rclaghorn@planning.lacounty.gov]
Sent: Wednesday, October 17, 2007 2:59 PM
To: Mindy Commins
Cc: Naren Gunasekera; Chris Deleau
Subject: RE: Plot Plan Applications
Mindy,
I asked my supervisor if we could remove the hold today, but she wanted to wait until after a meeting is held tomorrow regarding the ridgeline ordinance. We're meeting with County Counsel to determine how we should handle ridgeline cases that will be expiring before permits are obtained. I'll let you know as soon as I have any news.
Richard Claghorn

From: Mindy Commins [mailto:moommins@schmitzandassociates.net]
Sent: Wednesday, October 17, 2007 2:46 PM
To: Claghorn, Richard
Cc: Naren Gunasekera; Chris Deleau
Subject: RE: Plot Plan Applications

Given the timeline of the original approvals, we wanted to proceed with the Amendments as soon as possible and this hold is causing a delay. It is still not clear to me what "issues" still need to be cleared up. It would be appreciated if you or your supervisor could advise what matter is necessitating the hold on these parcels. Thank you.
Mindy Commins
Mindy Commins I Project Team Manager I Schmitz\& Associates, Inc. 5234 Chesebro Road, Suite 200, Agoura Hills, CA 91301
V: (818)338-3636 I F: (818)338-3423 i E: mcommins@schmitzandassociates.net
From: Claghorn, Richard [mailto:rclaghorn@planning.lacounty.gov]
Sent: Tuesday, October 16, 2007 4:35 PM
To: Mindy Commins
Cc: Naren Gunasekera; Chris Deleau
Subject: RE: Plot Plan Applications
Mindy,

I still haven't been able to resolve your situation even though l've spent a large amount of time researching it and discussing it with my supervisor and other staff. The cases I mentioned in the previous e-mail were actually for a different property that Annie Lin thought were for your cases, but evidently were for someone else. The hold was put on for proof of legal access, but it looks like we already had that in the file. I think we can remove the hold since I can't see any reason why it's there. However, my supervisor wants to keep the hold on for now until some issues are cleared up. The cases would not in fact be ZCRs, but would be amendments to the approved plot plan (I know it's confusing since it's the same fee and same form, but we would not create a new case number or consider it a ZCR). Depending on how. significant the changes are it may or may not qualify. In any event, I can't remove the hold since I didn't put it on the property, and we can't remove it until my supervisor gives the okay. Hopefully it will be resolved tomorrow or Thursday. You should be aware that an amendment will not extend the expiration date of the plot plan and that because the cases are on or near significant ridgelines, you will need to obtain permits before the plans expire. Since it's getting close to the deadline it's probably not a good idea to make changes at this point, unless it's to comply with a requirement to get the building permits. l'll keep you updated when I have more information.

Richard Claghorn

From: Mindy Commins [mailto:mcommins@schmitzandassociates.net]
Sent: Tuesday, October 16, 2007 8:31 AM
To: Claghorn, Richard
Cc: Naren Gunasekera; Chris Deleau
Subject: RE: Plot Plan Applications
Richard,

The lotline configuration of these parcels has not changed and 1 am positive that these applications were not brought downtown for submittal. There has been no change to the parcel configuration or legal access. We are now just trying to submit Zoning Conformance Reviews for Grading Plan Check. Do you know who specifically requested that the hold be put in place on these parcels? It is not clear to us why these holds are in place and as such, we respectfully request that your office accept our ZCR applications. Thank you.

Mindy Commins I Project Team Manager I Schmitz \& Associates, Inc.
5234 Chesebro Road, Suite 200, Agoura Hills, CA 91301
V: (818)338-3635 I F: (818)338-3423 I E: mccmmins@schmitzandassocizes.net
From: Claghorn, Richard [mailto:rclaghom@planning.lacounty.gov]
Sent: Tuesday, October 16, 2007 7:44 AM
To: Mindy Commins
Subject: RE: Plot Plan Applications

Mindy,

I discussed the cases with Annie Lin. Apparently someone tried to submit the cases at our downtown office but they were refused because the lot configurations had changed, and that is when the hold was placed on the parcels. They were told they needed a new certificate of compliance for lot line adjustment. I don't know the details, not having seen the new plans, but if the lot configurations have changed, you need a new lot line adjustment. If the lots are identical then l'm not sure why the hold is there, but a note said there was an issue with proof of legal access. I thought that issue had already been addressed unless there has been a change in the access or some other issue I'm not aware of.

Richard Claghorn

From: Mindy Commins [mailto:mcommins@schmitzandassociates.net]
Sent: Monday, October 15, 2007 4:52 PM
To: Claghorn, Richard
Cc: Naren Gunasekera
Subject: Plot Plan Applications
Richard,
Today our office planned to submit Zoning Conformance Review (ZCR) applications for two parcels: 4455-005-020 and 4455-008-003. Michael Tripp advised that a hold has been placed on these two lots and that he is unable to take in the applications. He advised that we should contact you for more information. At your earliest opportunity, please let me know why we are unable to submit our applications and the reason for the hold. These lots are currently in grading plan check and we would like to proceed with the ZCRs as soon as possible. Thanks.

Mindy Commins I Project Team Manager I Schmitz \& Assoclates, Inc.
5234 Chesebro Road, Suite 200, Agoura Hills, CA 91301
V: (818) $338-3636$ I F: (818) $338-3423$ I $\mathrm{E}:$ mcommins@schmitzandassociates, net

## Claghorn, Richard

\(\left.$$
\begin{array}{ll}\text { From: } & \begin{array}{l}\text { Claghorn, Richard } \\
\text { Sent: }\end{array}
$$ <br>
To: \& Thursday, October 18, 200712: 00 \mathrm{PM} <br>
Subject: \& 'Mindy Commins' <br>

RE: Plot Plan Applications\end{array}\right]\)| Mindy, |  |
| :--- | :--- |
| My supervisor is Nooshin Paidar. We're having a meeting at 1pm regarding ridgeline cases and 1 think we should be able |  |
| to remove the hold after that meeting. |  |

## Richard Claghorn

From: Mindy Commins [maito:mcommins@schmitzandassociates.net]
Sent: Thursday, October 18, 2007 11:38 AM
To: Claghorn, Richard
Cc: Naren Gunasekera; Chris Deleau
Subject: RE: Plot Plan Applications
Richard,
Our clients that are trying to complete their work before the expiration are very concerned about this delay. I look forward to your update on this matter today. Please let us know who your supervisor is that we may contact on this matter. Thank you.

Mindy Commins
Mindy Commins | Project Team Manager I Schmitz \& Associates, Inc. 5234 Chesebro Road, Suite 200, Agoura Hills, CA 91301
V: (818)338-3535 I F: (818)338-3423 I E: mcommins@schmitzandassociates.net
From: Claghorn, Richard [mailto:rclaghorn@planning.lacounty.gov]
Sent: Wednesday, October 17, 2007 2:59 PM
To: Mindy Commins
Cc: Naren Gunasekera; Chris Deleau
Subject: RE: Plot Plan Applications
Mindy,

I asked my supervisor if we could remove the hold today, but she wanted to wait until after a meeting is held tomorrow regarding the ridgeline ordinance. We're meeting with County Counsel to determine how we should handle ridgeline cases that will be expiring before permits are obtained. Ill let you know as soon as I have any news.

Richard Claghorn

From: Mindy Commins [mailto:mcommins@schmizandassociates.net]
Sent: Wednesday, October 17, 2007 2:46 PM
To: Claghorn, Richard
Cc: Naren Gunasekera; Chris Deleau
Subject: RE: Plot Plan Applications
Richard,

Given the timeline of the original ar,., als, we wanted to proceed with the Amendme hold is causing a delay. It is still not clear to me what "issues" still need to as soon as possible and this your supervisor could advise what matter is necessitating the still need to be cleared up. It would be appreciated if you or

## Mindy Commins

Mindy Commins I Project Team Manager I Schmitz \& Associates, Inc. 5234 Chesebro Road, Suite 200, Agoura Hills, CA 91301
V: (818)338-3636 I F: (818)338-3423 I E: mcommins@schmitzandassociates,net
From: Claghorn, Richard [mailto:rclaghorn@planning.lacounty.gov]
Sent: Tuesday, October 16, 2007 4:35 PM
To: Mindy Commins
Cc: Naren Gunasekera; Chris Deleau
Subject: RE: Plot Plan Applications
Mindy,

I still haven't been able to resolve your situation even though l've spent a large amount of time researching it and discussing it with my supervisor and other staff. The cases I mentioned in the previous e-mail were actually for a different property that Annie Lin thought were for your cases, but evidently were for someone else. The hold was put on for proof of legal access, but it looks like we already had that in the file. I think we can remove the hold since I can't see any reason why it's there. However, my supervisor wants to keep the hold on for now until some issues are cleared up. The cases would not in fact be ZCRs, but would be amendments to the approved plot plan (I know it's confusing since it's the significant the changes are it we would not create a new case number or consider it a ZCR). Depending on how property, and we can't remove it until my supervisor. In any event, I can't remove the hold since I didn't put it on the You should be aware that an amendment will not extend the okay. Hopefully it will be resolved tomorrow or Thursday. are on or near significant ridgelines, you will need to obtain permits ben date of the plot plan and that because the cases deadline it's probably not a good idea to make changes at this point, unlore the plans expire. Since it's getting close to the building permits. I'll keep you updated when I have more information.

## Richard Claghorn

From: Mindy Commins [mailto:mcommins@schmitzandassociates.net]
Sent: Tuesday, October 16, 2007 8:31 AM
To: Claghorn, Richard
Cc: Naren Gunasekera; Chris Deleau
Subject: RE: Plot Plan Applications
Richard,
The lotline configuration of these parcels has not changed and I am positive that these applications were not brought downtown for submittal. There has been no change to the parcel configuration or legal access. We are now just trying to submit Zoning Conformance Reviews for Grading Plan Check. Do you know who specifically requested that the hold be put in place on these parcels? It is not clear to us why these holds are in place and as such, we respectfully request that your office accept our ZCR applications. Thank you.

Mindy Commins I Project Team Manager I Schmitz \& Associates, Inc. 5234 Chesebro Road, Suite 200, Agoura Hills, CA 91301
V: (818)338-363j I F: (818)338-3423 I E: mcommins@schmitzandassociates.net

[^0]Mindy,

I discussed the cases with Annie Lin. Apparently someone tried to submit the cases at our downtown office but they were refused because the lot configurations had changed, and that is when the hold was placed on the parcels. They were told they needed a new certificate of compliance for lot line adjustment. I don't know the details, not having seen the new plans, but if the lot configurations have changed, you need a new lot line adjustment. If the lots are identical then l'm not sure why the hold is there, but a note said there was an issue with proof of legal access. I thought that issue had aiready been addressed unless there has been a change in the access or some other issue l'm not aware of.

Richard Claghorn

From: Mindy Commins [mallto:mcornmins@schmitzandassociates.net]
Sent: Monday, October 15, 2007 4:52 PM
To: Claghorn, Richard
Cc: Naren Gunasekera
Subject: Plot Plan Applications
Richard,
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Mindy Commins I Project Team Manager I Schmitz \& Associates, Inc. 5234 Chesebro Road, Suite 200, Agoura Hills, CA 91301
V: (818)338-3636 I F: (818)338-3423 | E: mcommins@schmitzandassociates.net

## Claghorn, Richard

| From: | Claghorn, Richard |
| :--- | :--- |
| Sent: | Tuesday, October 16, 2007 7:44 AM |
| To: | 'Mindy Commins' |
| Subject: | RE: Plot Plan Applications |
|  |  |
| Mindy, |  |

I discussed the cases with Annie Lin. Apparently someone tried to submit the cases at our downtown office but they were refused because the lot configurations had changed, and that is when the hold was placed on the parcels. They were told they needed a new certificate of compliance for lot line adjustment. I don't know the details, not having seen the new plans, but if the lot configurations have changed, you need a new lot line adjustment. If the lots are identical then l'm not sure why the hold is there, but a note said there was an issue with proof of legal access. I thought that issue had already been addressed unless there has been a change in the access or some other issue I'm not aware of.

Richard Claghorn

From: Mindy Commins [mailto:mcommins@schmitzandassociates.net]
Sent: Monday, October 15, 2007 4:52 PM
To: Claghorn, Richard
Cc: Naren Gunasekera
Subject: Plot Plan Applications
Richard,
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Mindy Commins I Project Team Manager I Schmitz \& Associates, Inc.

## Claghorn, Richard

| From: | Claghorn, Richard |
| :--- | :--- |
| Sent: | Monday, October 15, 2007 5:39 PM |
| To: | 'Mindy Commins' |
| Cc: | Naren Gunasekera |
| Subject: | RE: Plot Plan Applications |

Mindy,

According to our computer system a hold was placed on the parcels by Alejandrina Baldwin in August, along with a note asking for proof of legal access. I thought this had already been resolved before the PP approval and there is some access documentation in the files. I asked Alejandrina about it and she said Annie Lin or Nooshin Paidar asked her to put the holds on the parcels. I'd have to ask Annie Lin about it tomorrow when I see her. I'll let you know as soon as I learn anything.

Richard Claghorn

From: Mindy Commins [mailto:mcommins@schmitzandassociates.net]
Sent: Monday, October 15, 2007 4:52 PM
To: Claghorn, Richard
Cc: Naren Gunasekera
Subject: Plot Plan Applications
Richard,
Today our office planned to submit Zoning Conformance Review (ZCR) applications for two parcels: 4455-005-020 and 4455-008-003. Michael Tripp advised that a hold has been placed on these two lots and that he is unable to take in the applications. He advised that we should contact you for more information. At your earliest opportunity, please let me know why we are unable to submit aur applications and the reason for the hold. These lots are currently in grading pian check and we would like to proceed with the ZCRs as soon as possible. Thanks.

Mindy Commins I Project Team Manager I Schmitz \& Associates, Inc. 5234 Chesebro Road, Suite 200, Agcura Hills, CA 91301
V: (818)338-3636 I F: (818)338-3423 I E: mcommins@schmitzandassociates.net

## Claghorn, Richard

From:
Sent:
To:
Cc:
Subject:

Claghorn, Richard
Tuesday, October 16, 2007 4:35 PM
'Mindy Commins'
Naren Gunasekera; Chris Deleau
RE: Plot Plan Applications

Mindy,
I still haven't been able to resolve your situation even though l've spent a large amount of time researching it and discussing it with my supervisor and other staff., The cases I mentioned in the previous e-mail were actually for a different property that Annie Lin thought were for your cases, but evidently were for someone else. The hold was put on for proof of legal access, but it looks like we already had that in the file. I think we can remove the hold since I can't see any reason why it's there. However, my supervisor wants to keep the hold on for now until some issues are cleared up. The cases would not in fact be ZCRs, but would be amendments to the approved plot plan (I know it's confusing since it's the same fee and same form, but we would not create a new case number or consider it a ZCR). Depending on how significant the changes are it may or may not qualify. In any event, I can't remove the hold since I didn't put it on the property, and we can't remove it until my supervisor gives the okay. Hopefully it will be resolved tomorrow or Thursday. You should be aware that an amendment will not extend the expiration date of the plot plan and that because the cases are on or near significant ridgelines, you will need to obtain permits before the plans expire. Since it's getting close to the deadline it's probably not a good idea to make changes at this point, unless it's to comply with a requirement to get the building permits. I'l keep you updated when I have more information.

Richard Claghorn .

From: Mindy Commins [mallto:mcommins@schmitzandassociates.net]
Sent: Tuesday, October 16, 2007 8:31 AM
To: Claghorn, Richard
Cc: Naren Gunasekera; Chris Deleau
Subject: RE: Plot Plan Applications
Richard,
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Mindy Commins I Project Team Manager I Schmitz \& Associates, Inc.
5234 Chesebro Road, Suite 200, Agoura Hills, CA 91301
V: $\{818) 338-3636$ I F: (818)338-3423 I E: maommins@schmitzandassociates.net
From: Claghorn, Richard [mailto:rclaghorn@planning.lacounty.gov]
Sent: Tuesday, October 16, 2007 7:44 AM
To: Mindy Commins
Subject: RE: Plot Plan Applications
Mindy,
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Richard Claghorn

From: Mindy Commins [mallto:mcommins@schmitzandassociates.net]
Sent: Monday, October 15, 2007 4:52 PM
To: Claghorn, Richard
Cc: Naren Gunasekera
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Mindy Commins I Project Team Manager I Schmitz \& Associates, Inc. 5234 Chesebro Road, Suite 200, Agoura Hills, CA 91301 V: (818)338-3636 I F: (818)336-3423 I E: moommins@schmitzandasscciates.net
-----Original Message-----
From: Lin, Annie
Sent: Monday, November 03, 2008 8:33 AM.
To: Claghorn, Richard
CC: Paidar, Nooshin
Subject: FW: Emailing: Sound Garden Request for Dismissal
Nooshin,
Can we have Richard flag all of these properties so that anyone at the counter/field will be automatically alerted to these issues? Thanks!

Annie Lin

From: Claghorn, Richard
Sent: Tuesday, February 12, 2008 9:11 AM
To: Paidar, Nooshin
Subject: RE: RPP 200400398, -400, -426
Did you want to meet with Elaine on this? Any time this morning would be okay.
Richard Claghorn

## Claghorn, Richard

| From: | Mindy Commins [mcommins@schmitzandassociates.net] |
| :--- | :--- |
| Sent: | Wednesday, January 19, 2005 1:17 PM |
| To: | Claghorn, Richard; rcordova@planning.co.la.ca.us |
| Cc: | Donna Shen; Henry Ramirez |
| Subject: | RPP T200400398 (Eigenbrod) |

Dear Richard,
I spoke with Ramon Cordova today and he advised me that the unconditional COC for lot 4455-008-003 has been recorded (RCOC200400247). I requested that he bring you a copy of this recorded COC at his earliest convenience and he has agreed to do this. The COC is the final outstanding item for the pending plot plan application on this property (RPPT200400398). Pursuant to our meeting on January $5^{\text {th }}, 2005$, this application is therefore complete. Please notify me when the AIC will be available for pick-up.
Thank you again for all your assistance in this matter and please contact me immediately should you have any questions or comments.

Sincerely,
Mindy Commins
Associate Planner

From: Mindy Commins
Sent: Thursday, January 06, 2005 11:56 AM
To: 'Claghorn, Richard'
Cc: Donna Shen; Chris Deleau; Henry Ramirez
Subject: RPP T200400398 (Eigenbrodt)
Dear Richard,
Thank you for meeting with Donna Shen and me yesterday afternoon regarding the above Plot Plan application. To summarize our discussion you indicated initially that although there is a pending COC application for this property. because the parcel seemed to be part of COC 1288, the application could not be considered complete until that issue (COC 1288) is worked out. However, after obtaining a copy of CC 1288 from Ramon Cordova, I met with you again yesterday later in the afternoon. At that time, after discussing the fact that lot 4455-008-003 does not appear to be part of CC 1288, you indicated that the application is complete as long as the parcel is truly not involved with CC 1288, the pending COC application (RCOC T200400247) goes through, and the COC is recorded.

In addition, you mentioned that the drawings were not entirely clear in terms of the topographic line elevations on the site plan. However, you recalled that I had sent you an e-mail regarding this issue in late November. As a result you indicated that as long as this correspondence addressed your questions with the topographic lines, that this would not stop the Plot Plan application from being deemed complete.

Thank you for all your assistance on this project. Please contact me if you have any comments regarding the above or if I misunderstood any part of our discussion yesterday.

Mindy Commins
Associate Planner

Schmitz and Associates
29350 Pacific Coast Highway, suite 12
Malibu, CA 90265
ph: (310) 589-0773
fax: (310) 589-0550

## Claghorn, Richard

| From: | Mindy Commins [mcommins@schmitzandassociates.net] |
| :--- | :--- |
| Sent: | Tuesday, February 08, 2005 2:35 PM |
| To: | Claghorn, Richard |
| Cc: | Donna Shen; Henry Ramirez; Chris Deleau |
| Subject: | RPPT 200400426 (Radzinski) |
| Attachments: | COC 200400246.PDF |

## Dear Richard,

Attached is the recorded unconditional COC (RCOC 200400246) for the property subject to the above Plot Plan application. Ramon Cordova faxed me a copy today and I am forwarding it on to you. The COC is the final outstanding item for the pending plot plan application on this property (RPPT200400426). Pursuant to our meeting on January $5^{\text {th }}$, 2005 , this application is therefore complete. Please notify me when the AIC will be available for pick-up. Thank you again for all your assistance in this matter and please contact me immediately should you have any questions or comments.

Sincerely,
Mindy Commins
Associate Planner

From: Mindy Commins
Sent: Wednesday, February 02, 2005 2:03 PM
To: 'Claghom, Richard'; 'rcordova@planning.co.la.ca.us'
Cc: Donna Shen; Henry Ramirez
Subject: RPPT 200400426 (Radzinski)
Dear Richard,
1 am writing to update you on the status of pending COC application RCOC200400246 for the above plot plan application. This morning, Henry Ramirez from my office, met with Mohammad Ali at the Department of Public Works. Mohammad was sent this COC application for his review of conditions proposed by DRP. Mohammad informed Henry this moming that he had completed his review of the proposed conditions and that the proposed conditions are infeasible. He sent the COC file back to DRP, two days ago, with the recommendation that an unconditional COC be issued. Therefore, this unconditional COC could be recorded as early as this coming Friday. I will notify you once it has been recorded and ensure that you receive a copy given that this is the final item remaining to complete the above Plot Plan application.
Pursuant to our discussion on January 5, 2005 that this Plot Plan application is complete as long as an unconditional COC is recorded, we respectfully request that this application be deemed complete upon your receipt of the recorded COC and that AIC be issued as well.

Please contact me should you have any questions or comments regarding the above items. Thank you for all your time and assistance.

Sincerely,
Mindy Commins
Associate Planner

Schmitz and Associates
29350 Pacific Coast Highway, suite 12
Malibu, CA 90265
ph: (310) 589-0773
fax: (310) 589-0550

From: Mindy Commins
Sent: Wednesday, January 12, 2005 10:38 AM
To: 'Claghom, Richard'
Cc: Donna Shen; Henry Ramirez
Subject: RPPT 200400426 (Radzinski)
Dear Richard,
I am writing to update you on the status of the pending COC application for the above mentioned plot plan (RCOC T200400246). I spoke to Ramon Cordova yesterday and he informed me that this parcel was created in 1968 and the COC application would therefore need to be sent to Public Works for possible conditions. We will be following up with Public Works to expedite their review of the application. I will update you as needed on the status of their review.

Should you have any questions, please do not hesitate to contact me. Thank you again for your assistance on this project
Sincerely,
Mindy Commins
Associate Planner

```
From: Mindy Commins
Sent: Thursday, January 05, 2005 11:36 AM
To: 'Claghorn, Richard'
Cc: Donna Shen; Henry Ramirez; Chris Deleau
Subject: RPPT 200400426 (Radzinski)
```

Dear Richard,
I would just like to thank you for meeting with Donna Shen and me yesterday afternoon regarding the above Plot Plan application.

To summarize our discussion on this application, you determined that this Plot Plan application is complete and will be approved as long as the pending COC application (RCOC T200400246) for this property goes through and the COC is recorded. I have talked to Ramon Cordova and he expects that this COC application should be finished next week. We will have it recorded immediately upon its issuance.

Thank you for all your assistance on this project. Please contact me if you have any comments regarding the above or if I misunderstood any part of our discussion yesterday. Thanks again.

Mindy Commins
Associate Planner

## Schmitz and Associates

29350 Pacific Coast Highway, suite 12
Malibu, CA 90265
ph: $\{310$ ) 589-0773
fax: (310) 589-0550

## Claghorn, Richard

| From: | Mindy Commins [mcommins@schmitzandassociates.net] |
| :--- | :--- |
| Sent: | Wednesday, April 13, 2005 5:25 PM |
| To: | Claghorn, Richard |
| Cc: | Donna Shen; Henry Ramirez; Stephanie Dreckmann |
| Subject: | FW: RPPT 200400400 |

Dear Richard,

Stephanie Dreckmann from my office will be at DRP next Tuesday morning. She would be available to pick up the AIC at that time if it is ready. Please let me know if this will be possible. I will have her check with you when she is there.
Thanks for all your help.
Mindy Commins

From: Mindy Commins
Sent: Monday, Ápril 11, 2005 3:00 PM
To: 'Claghorn, Richard'
Cc: Donna Shen; Henry Ramirez; 'jradzinski@adelphia.net'
Subject: RPPT 200400400
Dear Richard,
I am writing to inform you that the unconditional COC 200500012 has been recorded for the property subject to the above pending Plot Plan application. I have attached a copy of this document for your convenience.

As mentioned in previous correspondence, this is the final outstanding item for the Plot Plan application. It is our understanding that this application is therefore complete as of our meeting on January 5,2005 . We respectfully request that the application be issued an AIC.

Please let me know if you have any questions or comments regarding the above items and when the AIC will be available for pick up. Thank you and I look forward to speaking with you soon.

Sincerely,
Mindy Commins
Associate Planner

From: Mindy Commins
Sent: Tuesday, March 29, 2005 11:14 AM
To: 'Claghorn, Richard'
Cc: Donna Shen; Henry Ramirez
Subject: RPPT 200400400
Dear Richard,
I am writing to update you on the status of pending COC application 200500012 for the above pending Plot Plan application. I spoke to Tony Sandoval today from the Land Division department. This COC application has returned from the title company and Tony is currently conducting his final review of the application. He said that barring any unforeseen circumstances, his review will be complete by the end of this week and the COC will record this Friday (4/1/05). I will ensure that you receive a copy of the recorded COC as soon as possible.

This is the final outstanding item for Plot Plan application 200400400. Pursuant to our meeting on January 5. 2005, once the COC records, it is our understanding that this Plot Plan application will be complete as of our meeting on January 5 .

Please let me know if you have any ( stions or comments regarding the above items. will speak with you soon. Thank you.

Sincerely,
Mindy Commins
Associate Planner

Schmitz and Associates
29350 Pacific Coast Highway, suite 12
Malibu, CA 90265
ph: (310) 589-0773
fax: (310) 589-0353

## Claghorn, Richard

| From: | Donna Shen [dshen@schmitzandassociates.net] |
| :--- | :--- |
| Sent: | Wednesday, August 16, 2006 2:03 PM |
| To: | Claghorn, Richard |
| Subject: | RE: RPPT200400400 |

Thank you, Richard.

From: Claghorn, Richard [mailto:rclaghorn@planning.co.la.ca.us]
Sent: Wednesday, August 16, 2006 1:29 PM
To: Donna Shen
Subject: RE: RPPT200400400
Donna,

The case was in our computer system but the approval had not been entered. It has been entered now (today), so you should be able to file for the time extension request now.

Richard Claghorn

From: Donna Shen [mailto:dshen@schmitzandassociates.net]
Sent: Wednesday, August 16, 2006 1:02 PM
To: Claghorn, Richard
Cc: Donna Shen
Subject: RPPT200400400
Richard: Thank you very much for taking the time to meet with me yesterday regarding the above-referenced Plot Plan approval and request for extension. I will compile the information you requested for the extension request submittal. Question: would it be possible for you to ensure that the original Plot Plan approval is entered into DRP's database? I ask because I want to save myself a trip back down to DRP headquarters; I would like to submit the extension request to the One Stop counter in Calabasas. The reason I brought the request to you yesterday is because Mike Tripp at the One Stop office advised us that the original Plot Plan approval was not showing up in his database.

Let me know if you can ensure it is entered into the database and then we will submit the extension request to the One Stop since it is about 2 miles from our office! Thanks again!

Dorna Shen
Regional Manager
Schmitz \& Associates, Inc.
5234 Chesebro Road, Suite 200
Agoura Hills, CA 91301
Tel: (818)338-3636
Fax: (818)338-3423

From: Donna Shen
Sent: Monday, August 14, 2006 2:32 PM
To: 'Claghorn, Richard'
Subject: RE: tomorrow (Tuesday) afternoon
Richard: The Plot Plan approval is RPPT200400400. I need to get from Mindy the Yard Mod app number. See you at 2 p.m. tomorrow. Thank you for your time!

From: Claghorn, Richard [mailto:rclaghorn@planning.co.la.ca.us]
Sent: Monday, August 14, 2006 2:16 PM
To: Donna Shen
Subject: RE: tomorrow (Tuesday) afternoon
Donna,

I could meet with you at 2 pm tomorrow. If you can give me the plot plan number that would help. Thanks.
Richard Claghorn

From: Donna Shen [mailto:dshen@schmitzandassociates.net]
Sent: Monday, August 14, 2006 2:13 PM
To: Claghorn, Richand
Subject: tomorrow (Tuesday) afternoon
Hi Richard: Do you have time tomorrow afternoon to meet with me for 15 minutes? I have a question about an old Plot Plan you approved in early 2005 and a pending yard mod application which you advised my associate Mindy Commins requires an additional fee. I expect to be in your office between 2 p.m. and $5 \mathrm{p} . \mathrm{m}$. Can you spare 15 minutes anytime during this timeframe tomorrow?

Thanks in advance.
Donna Shen
Regional Manager
Schmitz \& Associates, inc.
5234 Chesebro Road, Suite 200
Agoura Hills, CA 91301
Tel: (818)338-3636
Fax: (818)338-3423

## From:

jeffrey dondanville [jwdondanville@gmail.com]
Sent:
Wednesday, May 27, 2009 2:34 PM
To:
Subject:

## Claghorn, Richard

Re: Plot Plan 200400426 (Amendment)

Thanks Richard for the quick response. You have been very helpful.
On Wed, May 27, 2009 at 2:14 PM, Claghorn, Richard [rclaghorn@planning.lacounty.gov](mailto:rclaghorn@planning.lacounty.gov) wrote:
Mr. Dondanville,

I'm not sure, but I think it would be the Chief Executive Office, Facilities and Asset Management Branch. Their phone \# is 213-974-2273. That would probably be a good place to start.

Richard Claghorn

From: jeffrey dondanville [mailto:jwdondanville@gmail.com]
Sent: Wednesday, May 27, 2009 1:50 PM

To: Claghorn, Richard
Subject: Re: Plot Plan 200400426 (Amendment)

Richard, the County owns property over which the Calabasas Peak Motorway travels. Can you tell me who I might contact with the County to see about obtaining an easement over the Motorway? An email address? Your help is appreciated.

On Tue, May 19, 2009 at 5:07 PM, Claghorn, Richard [rclaghom@planning.lacounty.gov](mailto:rclaghom@planning.lacounty.gov) wrote:
Mr. Dondanville,

We just located the files. I'll answer your questions below for these cases.

RPP 200400426

1. There was a planned access road that was discussed.
2. The applicant obtained an access eal . Ent that led to the north. It split off into two k hes, one of which led to Old Topanga Canyon Rd. and the other to another street in the city of Calabasas, although I can't tell exactly which one on the easement map. The access was to be provided through this access easement. The proposed house was on Calabasas Peak Motorway, but since there was apparently no legal access on this route they were planning to provide access on the access easement.
3. The county did not deny that there was legal access to Old Topanga Canyon Road. In fact, we approved the plot plan case on 2/14/05 after we verified the proposed easement. On the original plot plan it appeared that the access drive would comect to the easement. However, on the amendment that was filed, it was shown in a different location than on the original plan and it was clear that there would be significant grading needed to get from the existing motorway to the easement.
4. Yes, a grading plan should have been filed for the driveway easement. On the original plans there was no indication that grading was going to be needed for the access drive. The proposed grading figures were just for the residence and accessory structures. We noticed some discrepancies when they filed the amendment, including the house being relocated and the access drive being in a different location than what was previously shown. A grading and significant ridgeline ordinance that was added to the Santa Monica Mountains North Area Community Standards District (CSD) went into effect on January 6,2005 . The original approval was on $2 / 14 / 05$, but since a complete application was received before the ordinance went into effect, it was allowed under the old rules. The proposed house was on a significant ridgeline and the proposed grading was over 5,000 cubic yards. The ordinance allowed projects to go forward if they had been previously approved, as long as the project was developed in accordance with the previously approved plans. However, the changes that were subsequently made were so significant that we determined that they were no longer in accordance with the original approvals. After numerous meetings with my supervisor, other section heads and staff and County Counsel, it was determined that these amendments did not qualify for a minor amendment since the changes were too significant. The main problem was that the original plans appear to have been hastily put together to beat the deadine for the new rules and contained some inaccurate topographic and other information. When more accurate plans were provided later it became evident that the structure would have to be shifted significantly from the original location and the access easement would not be able to comnect directly to the motorway without a sizable amount of grading. The approval has since expired and the case is no longer active.
5. There was an access casement provided that went south through part of TR 35647 connecting to the parcels for RPP 200400398 and -400 . This easement was not necessary for RPP 200400426, but was needed for the other two cases.

RPP 200400398 and -400

1. Yes, we reviewed and approved both these cases.
2. They were approved on $1 / 20 / 05$ and $4 / 19 / 05$ respectively. However, when they came back to amend the plans, we did not approve the amendments since they were deemed to be too much of a deviation from the original approvals. Since the proposed structures were on significant ridgelines, we could not approve them under the current CSD rales. Time exteusions were given on all 3 cases, but they have all since expired and are null and void.
3. Yes, the access was an issue and they provided an access easement like we asked for. The easement corresponds roughly with Calabasas Peak Motorway. The physical access extends beyond the actual access easement, but appears to be within the future street or slope easements shown on the assessor's map and tract map.
4. See \#5 above.

In order to obtain an easement on Calabasas Peak Motorway, you would have to contact the individual propery owners between the subject property and the nearest public road. If all the parties are willing to grant access rights and they draw up an casement that they all agree to, they could then have the easement document recorded with the LA County Registrar/Recorder. The legal description of the easement should correspond to the actual physical access.

If a residence is proposed on any of these 3 parcels, it would need to be outside of the ridgeline protected areas, and it would need to comply with the CSD and all other current requirements. If a variance is filed, it may be possible to get approval for a house on or near a ridgeline, but only if the applicant can prove to the satisfaction of the Planning Commission that such location is the most suitable location from an environmental standpoint and that the visual and other impacts could be sufficiently mitigated. It is difficult to get a variance, but it may be possible, depending on the circumstances of the property and the specific project. I hope that answers your questions sufficiently. If you have any other questions about these cases then let me know. Thanks.

Richard Claghorn

From: jeffrey dondanville [mailto:jwdondanville@gmail.com]
Sent: Tuesday, May 19, 2009 12:15 PM

To: Claghom, Richard
Subject: Re: Plot Plan 200400426 (Amendment)

Mr. Claghorn, rather than coming to meet you, if you are able to answer the following questions it should satisfy my needs:

As to Plot Plan 200400426, do you recall or can you tell me if there was:

1. Any discussion or plan for an access road?
2. Is there any indication where proposed access road was to be?
3. Did the County deny that there was an access road connecting to Old Topanga Canyon Road? Or was the objection only that the driveway on the Plot Plan did not connect to the easement?
4. Should a development/grading plan for the access easement have been included in the Plot Plan?
5. Would an access easement thro Mountain Park Estates (Tract 35647 to $t$ Vest of the Plan) have made any difference in the approval or rejection of the plan? Was there any discussion about that access route?

As to Plot Plans 200400400 and 200400398:

1. Were these plans reviewed by the County?
2. Did the County take a position on these plans?
3. Did any access questions arise? If so what concerns about access were addressed if any?
4. Did the access, or lack of access, through Mountain Park Estates (Tract 35647) come up?

Lastly, who would I contact at the County to ask about obtaining an easement over County owned land in the Calabasas Peak area (over Calabasas Peak Motorway)?

Thanks for your help.

Jeff Dondanville
Land Title Investigations
949-468-9188
On Tue, May 19, 2009 at 8:32 AM, jeffrey dondanville [jwdondanville@gmail.com](mailto:jwdondanville@gmail.com) wrote:
The same people also submitted plans under numbers 200400400 and 200400398. Would you be able to pull those so I may ask a few questions about them? Thanks for your help.

Jeff Dondanville
Land Title Investigations

On Tue, May 19, 2009 at 7:43 AM, Claghorn, Richard [rclaghom@planning.lacounty.gov](mailto:rclaghom@planning.lacounty.gov) wrote:
Mr. Dondanville,

We haven'1 been able to locate this file (RPP 200400426). I saw it a few months ago, but it is not where it should be right now. We'll continue to search for it and let you know when it's been located. I'm sorry for the inconvenience.

Richard Claghorn

From: jwdondanville@gmail.com [mailto:jwdondanville@gmail.com]
Sent: Thursday, May 14, 2009 10:22 AM

To: Claghom, Richard
Subject: Re: Plot Plan 200400426 (Amendment)

Ok thanks. See you on Tuesday
Sent from my Verizon Wireless BlackBerry

From: "Claghorn, Richard"
Date: Thu, 14 May 2009 09:22:11-0700
To: jeffrey dondanville[jwdondanville@gmail.com](mailto:jwdondanville@gmail.com)
Subject: RE: Plot Plan 200400426 (Amendment)
Our office is actually in downtown LA, in the Hall of Records Bldg. ( 320 W. Temple St., Room 1360) ( $13^{\text {dh }}$ floor).

From: jeffrey dondanville [mailto:jwdondanville@gmail.com]
Sent: Thursday, May 14, 2009 8:25 AM
To: Claghom, Richard
Subject: Re: Plot Plan 200400426 (Amendment)

That would be wonderful. I assume that you are in the County facility in Alhambra. I will see you at 10 am on Tuesday. It won't take long. Thanks.

On Thu, May 14, 2009 at 8:11 AM, Claghorn, Richard [rclaghorn@planning.lacounty.gov](mailto:rclaghorn@planning.lacounty.gov) wrote:

Our office is closed on Fridays. I can't really afford to spend time discussing old cases since I have a huge caseload I need to deal with. I can have the file pulled from storage and ready so you can look through it when you come in. I remember there was an access easement and they had a map showing the easement location, but I don't recall all the details. It should still be in the file. Tuesday morning, around 10 am would probably be the best time to come in and look at the file, but I can't spend more than a couple of minutes to discuss it.

## Richard Claghorn

From: jeffrey dondanville [mailto:jwdondanville@gmail.com]
Sent: Thursday, May 14, 2009 7:35 AM
To: Claghom, Richard
Subject: Plot Plan 200400426 (Amendment)

Mr. Claghorn: I have been retained by First American TItle Insurance Co. to investigate the access to the property in the referenced plot plan. I would greatly appreciate it if I could meet with you briefly to go over the plot plan and the access questions relating to it. Please let me know if you have any time on Friday or next Tuesday or any other day. It shouldn't take very long. Thank you so much.

Jeffrey Dondanville

Land Title Investigations
949-468-9188
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Jeffrey Dondanville
949-468-9188
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Jeffrey Dondanville
949-468-9188


Jeffrey Dondanville 949-468-9188

949-468-9188

Jeffrey Dondanville 949-468-9188

## Claghorn, Richard

From:
Sent:
To:
Subject:

Higgins, Linda
Tuesday, May 12, 2009 10:42 AM
Claghom, Richard
Jerf Dondenville called (949-468-9188) re: RPP200400426.

## Claghorn, Richard

| From: | Paidar, Nooshin |
| :--- | :--- |
| Sent: | Wednesday, July 14, 2010 3:15 PM |
| To: | Contreras, Mike |
| Cc: | Claghorn, Richard |
| Subject: | Public Record Request |

Hi Mike,

Could you please find these files?

4455-008-002
COC 200500012
PP200400400

4455-008-003
COC200400247
PP200400398

4455-005-020
COC200400246
PP200400426
Thank you,
Nooshin Paidar, AlCP
Supervising Regional Planner
Land Development Coordinating Center
Los Angeles County Regional Planning Department (213) $974-6470$

Contreras, Mike

| From: | Paidar, Nooshin |
| :--- | :--- |
| Sent: | Wednesday, July 14,2010 3:15 PM |
| To: | Contreras, Mike |
| Cc: | Claghorn, Richard |
| Subject: | . |

Hi Mike,
Could you please find these files?

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4455-008-002
COC 200500012 
PP200400400 刀-11-08
4455-008-003
~
COC200400247 L
PP200400398
4455-005-020
COC200400246
PP200400426.
Thank you,
```

Nooshin Paidar, AICP
Supervising Regional Planner
Land Development Coordinating Center
Los Angeles County Regional Planning Department
(213) 974-6470


## Claghorn, Richard

| From: | Mindy Commins [mcommins@schmitzandassociates.net] |
| :--- | :--- |
| Sent: | Monday, November 29, 2004 10:59 AM |
| To: | rclaghorn@planning.co.la.ca.us |
| Cc: | Donna Shen; Henry Ramirez |
| Subject: | PP200400398 Question |

Dear Mr. Claghorn,

I am writing in response to your e-mail below. On the site plan, the contour lines are at intervals of $5^{\prime}-0^{\prime \prime}$. The round contour that you are referring to, just east of the word 'deck', is at $1955^{\prime}-0^{\prime \prime}$. Therefore, the construction is a cut into the hill at that point because the finished floor is 1925'. Please let me know if you have any additional questions. We are in the process of addressing the COC issue.

Regarding the Grading and Ridgeline Ordinance, I was under the impression that it would go into effect 30 days after it receives final approval, which is set for December $7^{7 n}$. I confirmed this fact with Dave Cowardin this morning. Please let me know if to the best of your knowledge this is incorrect or if you have any points of clarification.

Thank you for your attention to this project and please let me know if you have any additional questions.
Sincerely,
Mindy Commins
SCHMITZ \& ASSOCIATES
From: Claghorn, Richard [mailto:rclaghorn@planning.co.la.ca.us]
Sent: Monday, November 22, 2004 3:09 PM
To: Sharon Martin
Subject: RE: PP200400398 URGENT!

## Mindy Commins,

l just wanted to add a note to my last e-mail. In addition to the clarification on the contour elevations noted in my previous e-mail, we need proof of legal access, such as a copy of the grant deed showing the recorded easement. Also the lot doesn't appear to have a C of C. There is a CC \# (CC 1288) written on the map (but it has a question mark by it), but the same number is also printed on another parcel ( 2 lots to the east). Well need to order the case to verify which parcel it covers. A new $C$ of $C$ will be needed unless the existing CC covers this parcel. We will need to receive this information before the new Ridgeline Ordinance goes into effect, which is on Nov. 26. The last working day before that is Wed., Nov. 24. If this information is not received by this time, then a CUP will be needed according to the new ordinance. You should file a $C$ of $C$ for this property right away because if one turns out to be needed and it is not submitted before the ordinance takes effect, then you will be subject to a CUP. If the existing CC covers the parcel, you can withdraw the case and request a refund. Only applications that are complete before the ordinance takes effect are exempt from the CUP requirement. Another case you submitted is also affected by this ordinance (PP200400400). It also probably needs a CC although it may be covered by CC1288. I probably won't receive that case in time before the deadine to let you know which parcel it pertains to.

Richard Claghorn
LA County Regional Planning
-----Original Message-----
From: Claghorn, Richard
Sent: Monday, November 22, 2004 1:31 PM
To: 'info@schmitzandassociates.net'
Subject: PP200400398
Mindy Commins,

I am reviewing this case the, usubmitted to us (RPP200400398) and have, uestion. The site plan shows contour lines but they are not labeled. What is the contour interval and what is the elevation of the highest contour line (the innermost circle, located just east of the word "deck")? I just need to verify whether the house is on top of any fill or if the building pad is going to only be a cut into the hill. The plans appear to be okay, but l just wanted to clarify the contour line. Thank you.

Richard Claghorn

## Mindy Commins

Associate Planner

Schmitz and Associates
29350 Pacific Coast Highway, suite 12
Malibu, CA 90265
ph: (310) 589-0773
fax: (310) 589-0550

## Claghorn, Richard

| From: | Claghorn, Richard |
| :--- | :--- |
| Sent: | Monday, August 13, 2007 7:23 AM |
| To: | Tripp, Michael |
| Cc: | Paidar, Nooshin |
| Subject: | RE: Ridgeline Plot Plans |

Michael,
The applicant did submit proof of legal access for these 3 cases. We will not take in any amendments for these cases. They have extensions on all 3 cases that expire in early 2008.

Richard Claghorn

From: Tripp, Michael
Sent: Friday, August 10, 2007 10:57 AM
To: Claghorn, Richard
Subject: Ridgeline Plot Plans
Hi Richard,
Ben has been asking me about a few plot plans near Calabasas Peak Motorway.
4455-008-002 $=$ RPP200400400
4455-008-003 = RPP200400398
4455-005-020 = RPP200400426
He wants to make sure that we verified that these guys can legally access the properties in the way that they show themselves doing it on the plans. It sounds like their proposed access way goes through a park. He also wanted me to tell you that we shouldn't accept any revisions of any kind for the above plans. If they want to change anything they need a variance.

Michael

## Claghorn, Richard

| From: | Claghorn, Richard |
| :--- | :--- |
| Sent: | Monday, October 15, 2007 5:39 PM |
| To: | 'Mindy Commins' |
| Cc: | Naren Gunasekera |
| Subject: | RE: Plot Plan Applications |

Mindy,

According to our computer system a hold was placed on the parcels by Alejandrina Baldwin in August, along with a note asking for proof of legal access. I thought this had already been resolved before the PP approval and there is some access documentation in the files. I asked Alejandrina about it and she said Annie Lin or Nooshin Paidar asked her to put the holds on the parcels. I'd have to ask Annie Lin about it tomorrow when I see her. I'll let you know as soon as I learn anything.

Richard Claghorn

From: Mindy Commins [mailto:mcommins@schmitzandassociates.net]
Sent: Monday, October 15, 2007 4:52 PM
To: Claghorn, Richard
Cc: Naren Gunasekera
Subject: Plot Plan Applications
Richard,
Today our office planned to submit Zoning Conformance Review (ZCR) applications for two parcels: 4455-005-020 and 4455-008-003. Michael Tripp advised that a hold has been placed on these two lots and that he is unable to take in the applications. He advised that we should contact you for more information. At your eaniest opportunity, please let me know why we are unable to submit our applications and the reason for the hold. These lots are currently in grading plan check and we would like to proceed with the ZCRs as soon as possible. Thanks.

Mindy Commins I Project Team Manager I Schmitz \& Associates, Inc. 5234 Chesebro Road, Suite 200, Agoura Hills, CA 91301
V: (818) 338-3636 I F: (818,338-3423 I E: mcommins@schmitzandassociates.net

## Claghorn, Richard

| From: | Claghorn, Richard |
| :--- | :--- |
| Sent: | Tuesday, October 16, 2007 9:46 AM |
| To: | 'Saltsman, Ben' |
| Cc: | Paidar, Nooshin |
| Subject: | APN 4455-008-003 \& 4455-005-020 |

Ben,

I approved 2 plot plans in 2004 for two houses, one on APN 4455-008-003 and one on 4455-005-020 (Plot plans RPP 200400398 and RPP 200400426). They obtained time extensions which expire in Jan. and Feb. of 2008. Both are on or near significant ridgelines but were approved since they were submitted prior to the adoption of the grading and ridgeline ordinance. The applicant tried to submit some amendments to modify the approved plans recently but were unable to since there are holds on both of the parcels in our computer system. Both of the holds were placed on $8 / 21 / 07$. The holds were apparently placed due to access issues. A note said "proof of legal access" as the reason for the hold. Both parcels have legal access according to documentation they submitted to us from the title company prior to obtaining the approvals. After discussing this with Annie Lin, she thought that the hold may have been placed at your request because of some concems that you had having to do with the access, but she wasn't sure exactly what it was about. Do you remember anything about these cases and the reasons for the holds? Please let me know as soon as possible so 1 can
inform the applicant. Thank you. inform the applicant. Thank you.

Richard Claghorn

## Claghorn, Richard

| From: | Claghom, Richard |
| :--- | :--- |
| Sent: | Thursday, October 18, 2007 3:23 PM |
| To: | 'Mindy Commins' |
| Cc: | Naren Gunasekera; Chris Deleau |
| Subject: | RE: Plot Plan Applications |

Mindy,

The holds have been taken off the 2 parcels so you should be able to file amendments to those plot plans. However, the proposed structure must be within the approved building footprint, must not be higher than the approved building and must have equal or less grading. Michael Tripp said he thinks the proposed building footprint may not be within the approved footprint.

Richard Claghorn

From: Mindy Commins [mailto:mcommins@schmitzandassociates.net]
Sent: Thursday, October 18, 2007 11:38 AM
To: Claghorn, Richard
Cc: Naren Gunasekera; Chris Deleau
Subject: RE: Plot Plan Applications
Richard,
Our clients that are trying to complete their work before the expiration are very concerned about this delay. I look forward to your update on this matter today. Please let us know who your supervisor is that we may contact on this matter. Thank you.

Mindy Commins
Mindy Commins I Project Team Manager I Schmitz \& Associates, Inc.
5234 Chesebro Road. Suite 200, Agoura Hills, CA 91301
V: (818)338-3636 i F: (818)338-3423 I E: mcommins@schmizandassociates.net,
From: Claghorn, Richand [mailto:rclaghorn@planning.lacounty.gov]
Sent: Wednesday, October 17, 2007 2:59 PM
To: Mindy Commins
Cc: Naren Gunasekera; Chris Deleau
Subject: RE: Plot Plan Applications
Mindy,
I asked my supervisor if we could remove the hold today, but she wanted to wait until after a meeting is held tomorrow regarding the ridgeline ordinance. We're meeting with County Counsel to determine how we should handle ridgeline cases that will be expiring before permits are obtained. I'll let you know as soon as I have any news.

Richard Claghorn

From: Mindy Commins [mailto:mcommins@schmitzandassociates.net]
Sent: Wednesday, October 17, 2007 2:46 PM
To: Claghorn, Richard
Cc: Naren Gunasekera; Chris Deleau
Subject: RE: Plot Plan Applications

Given the timeline of the original approvals, we wanted to proceed with the Amendments as soon as possible and this hold is causing a delay. It is still not clear to me what "issues" still need to be cleared up. It would be appreciated if you or your supervisor could advise what matter is necessitating the hold on these parcels. Thank you.

## Mindy Commins

Mindy Commins I Project Team Manager I Schmitz \& Associates, Inc. 5234 Chesebro Road, Suite 200, Agoura Hills, CA 91301
V: (818)338-3636 $1 \mathrm{~F}:(818) 338-3423$ i E : mcommins@schmitzandassociates.net
From: Claghorn, Richard [mailto:rclaghorn@planning.lacounty.gov]
Sent: Tuesday, October 16, 2007 4:35 PM
To: Mindy Commins
Cc: Naren Gunasekera; Chris Deleau
Subject: RE: Plot Plan Applications
Mindy,
I still haven't been able to resolve your situation even though l've spent a large amount of time researching it and discussing it with my supervisor and other staff. The cases I mentioned in the previous e-mail were actually for a different property that Annie Lin thought were for your cases, but evidently were for someone else. The hold was put on for proof of legal access, but it looks like we already had that in the file. I think we can remove the hold since I can't see any reason why it's there. However, my supervisor wants to keep the hold on for now until some issues are cleared up. The cases would not in fact be ZCRs, but would be amendments to the approved plot plan (1 know it's confusing since it's the same fee and same form, but we would not create a new case number or consider it a ZCR). Depending on how significant the changes are it may or may not qualify. In any event, I can't remove the hold since I didn't put it on the property, and we can't remove it until my supervisor gives the okay. Hopefully it will be resolved tomorrow or Thursday. You should be aware that an amendment will not extend the expiration date of the plot plan and that because the cases are on or near significant ridgelines, you will need to obtain permits before the plans expire. Since it's getting close to the deadline it's probably not a good idea to make changes at this point, unless it's to comply with a requirement to get the building permits. I'll keep you updated when I have more information.

Richard Claghorn

[^1]Mindy Commins I Project Team Manager I Schmitz 8 Associates, Inc.
5234 Chesebro Road. Suite 200, Agoura Hills, CA 91301
V: (818)338-3636 ! F: (818)338-3423 I E: mcommins@schmitzandassociates.nel

[^2]Mindy,

I discussed the cases with Annie Lin. Apparently someone tried to submit the cases at our downtown office but they were refused because the lot configurations had changed, and that is when the hold was placed on the parcels. They were told they needed a new certificate of compliance for lot line adjustment. I don't know the details, not having seen the new plans, but if the lot configurations have changed, you need a new lot line adjustment. If the lots are identical then I'm not sure why the hold is there, but a note said there was an issue with proof of legal access. I thought that issue had already been addressed unless there has been a change in the access or some other issue I'm not aware of.

## Richard Claghorn

From: Mindy Commins [mailto:mcommins@schmitzandassociates.net]
Sent: Monday, October 15, 2007 4:52 PM
To: Claghorn, Richard
Cc: Naren Gunasekera
Subject: Plot Plan Applications
Richard,
Today our office planned to submit Zoning Conformance Review (ZCR) applications for two parcels: 4455-005-020 and 4455-008-003. Michael Tripp advised that a hold has been placed on these two lots and that he is unable to take in the applications. He advised that we should contact you for more information. At your earliest opportunity, please let me know why we are unable to submit our applications and the reason for the hold. These lots are currently in grading plan check and we would like to proceed with the ZCRs as soon as possible. Thanks.

Mindy Commins I Project Team Manager I Schmitz \& Associates, Inc.
5234 Chesebro Road, Suite 200. Agoura Hills, CA 91301
V: $(818) 338-3636$ : $\mathrm{F}:(818) 338-3423 \mid \mathrm{E}$ : mcommins@schmitzandassociates.net

FRED GAINES
SHERMANL. STACEY
LISA A. WENBERG* REBECCAA. THOMPSON NANCI SESSIONS-STACEY KIMBERLYA. RiBLE ALICIA B. BARTLEY NOELLE V. BENSUSSEN

Law Offices of
Gaines \& Stacey llp
16633 Ventura Boulevard, Suite 1220

## ORIGINAL SENT BY U.S. MAIL

## YIA FACSIMILE (213) 617-7182

Elaine Lemke, Esq.
Principal Deputy County Counsel
Office of the County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012
Re: RPPT 200400400 (APN 4455-008-002) - Capital State, LLC
RPPT 200400398 (APN 4455-008-003) - Brown Derby, LLC
RPPT 200400426 (APN 4455-008-020) - Sound Garden, LLC

Dear Ms. Lemke:
This firm represents Capital State, LLC, Brown Derby, LLC and Sound Garden, LLC in connection with the above-referenced properties. We are writing in response to your letter dated February 6, 2008 regarding the follow County actions: (a) the denial of the plot plan amendments for Brown Derby, LLC parcel, APN 4455-008-003 ("003 Parcel") and the Sound Garden property, APN 4455-008-020 ("020 Parcel"); (b) the assertion that the 020 Parcel does not qualify for grandfathering under the Ridgeline Grading Ordinance; (c) the failure to approve the 020 Parcel's grading permit; and (d) the denial of the extension requests for each of the three properties referenced above.

## Plot Plan Amendments

In your February $6^{\text {th }}$ correspondence you comment that the development of property "would be allowed only if it generally adhered to the approved plot plan and if the approval was valid, e.g., it had not expired." Additionally, you note that the September 12, 2007 Guidelines regarding the implementation of the North Area Plan Community standards District ("Guidelines") are intended to be applied "consistently with respect to all properties in the North Area Plan." As we point out below, the developments proposed for the 020 Parcel and the 003 Parcel meet the County's Guidelines for previously approved plot plans and should be approved.

Elaine Lemnke, Esq.
March 10, 2008
Page 2

The Guidelines specifically address amendments to plot plans that were approved prior to the effective date of the Ridgeline and Grading Ordinance. The Guidelines list five criteria that the County asserts must exist for the plot plan amendment to remain exempt from the Grading and Ridgeline Ordinance.

The criteria are:

1. The previous approval must still be valid.
2. The grading amount cannot exceed the amount which was previously approved.
3. The extent of the grading - that is, the area disturbed for the grading - cannot exceed the grading footprint which was previously approved.
4. The placement of all structures, including retaining walls and driveways, must be the same as previously approved except that minor architectural changes that do not affect the overall height, bulk, occupancy, visibility or footprint of structures may be exempt. If additional structures, including retaining walls are proposed or structures are proposed in a different location, the project does not qualify as "previouslyapproved."
5. The bulk, height and footprint of all structures cannot exceed that which was previously approved.

The proposed amendments to the 020 Parcel and the 003 Parcel minimize the bulk and visibility of the projects by eliminating guest houses, reducing the size of the residences and the amount of proposed grading, and decreasing the number and the heights of retaining walls. No additional structures are proposed.
A. For the 020 Parcel, the County initially approved a 7,000 square foot, 2 -story single family residence, a 750 square foot guest house, a 900 square foot garage, a swimming pool, driveway, retaining walls, drainage devices, private septic system and 6111 cubic yards of grading (2,584 cubic yards of cut and 3,527 cubic yards of fill). On December 19, 2007, Sound Garden's agent submitted a plot plan amendment application for the 020 Parcel to the County which proposed a 7,000 square foot single family residence, a 900 square foot garage, no guest house, retaining walls and 3728 cubic yards of grading ( 3228 cubic yards of cut and 525 cubic yards of fill) (i.e., almost a $40 \%$ reduction in grading from the originally approved plot plan).
B. For the 003 Parcel, the County approved an 11,000 square foot, 2 -story single family residence with attached garage, a 750 square foot guest house, a swimming pool, a driveway, retaining walls, and 13,915 cubic yards of grading ( 9,388 cubic yards of cut and 4,527 cubic yards of fill). On October 22, 2007, Brown Derby's agent application for the 003 Parcel to the County which proposed a 6168 square foot single family residence, with a 720 square foot garage, no guest house, and 13,806 cubic yards of grading, and eliminated nearly all of the retaining walls.

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Although we contend that the 020 Parcel and the 003 Parcel are not subject to the Guidelines, these Parcels and the plot plan amendment applications conform to the Guideline requirements. Each of the requirements specified in the County's Guidelines has been met: the approvals were valid; the proposed grading is less than the amount initially approved; the grading footprint is smaller than what was initially approved; the height, bulk and visibility is the same or less than in the initial approved plot plans; the location of the 003 Parcel house is the same as the originally approved plot plan and the footprint of the house on the 020 Parcel is the same as the original plot plan approval.

As Donna Shen noted in her February 14, 2008 letter to Richard Claghorn (a copy of which is attached for your reference), " $t$ the original plans (for the 020 Parcel) were . . . prepared . . . utilizing topographic information made available by the County. . . . On the current survey . . . the applicant has proposed the same house design and retaining wall layout on precisely the same location topographically, on top of the same knoll, as was previously approved. The location of the Motorway and lot lines are now in their precise locations and this is resulting in the setback distance discrepancy between the approved and current plans."

Given that the plot plan amendments propose developments that are reduced in size and scope from the initial approvals, and which meeting the requirements contained in the Guidelines, there is no valid reason for the County's failure to approve the plot plan amendments as submitted.

## The 020 Parcel Plot Plan Approval

As you confirm in your February $6^{\text {th }}$ correspondence, the County did elect to include a grandfathering provision when it approved the Ridgeline Grading Ordinance, so eligible parcels are exempt from certain requirements contained in that Ordinance. The County determined that Parcel 020 qualified for inclusion under the grandfathering provisions in 2005 when it approved the parcel's plot plan. Therefore, the development is exempt from the Ordinance's grading provisions and ridgeline setback restrictions. Since the development "generally adheres the approved plot plan" there is no rationale to support the County's current assertion that the grandfathering provisions no longer apply to this plot plan approval.

The County's contention that the 2005 plot plan approval for the 020 Parcel "failed to depict the entire project and included some incorrect information" is simply untrue on its face. Your February $6^{\text {th }}$ letter declines to state what failings the County has now identified as either incorrect or not originally included, so we are left to assume that the "road upgrade" identified in the February $5^{\text {th }}$ letter from Richard Claghorn to Schmitz \& Associates (Sound Garden's consultant) is the shortcoming complained of by the County. The road access, however, has been clearly identified since the inception of this project. In 2005, the project applicant submitted an ALTA survey showing the location of the legal access to the 020 Parcel. Nothing has been hidden from the County. In fact, rather than increasing the size of the development, the amended plot plan reflects

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a smaller project than was initially proposed since the guesthouse has been eliminated.
The upgrading of the 020 Parcel's access road is not a valid rationale for denying the amendment application or the grading permit for the 020 Parcel. The County's assertion that the Sound Garden development did not include off-site grading in its original number is irrelevant to the project's plot plan approval. Since the plot plan was approved under the grandfathering provisions of the Grading and Ridgeline Ordinance, there was no specific off-site grading limitation that applied to this development. Further, there is nothing new about this access road. The road is in the same condition today as in 2005 when the County confirmed that this access was sufficient to approve the original plot plan. Contrary to the County's assertion, there is no change of circumstances regarding this parcel.

In the County's February 5, 2008 letter, Mr. Claghorn also asserted that the original plot plan application never could have been exempt from the Ordinance:
"Approval of a plot plan for a single family residence prior to the effective date of [Ordinance] did not guarantee that a project built after its effective date could be constructed without complying with the amended CSD. Rather, under the terms of the Ordinance, only projects meeting specific criteria were to be 'grandfathered' in, thereby exempting those projects from the grading permit and Significant Ridgeline provisions of the CSD. Specifically, for previously approved plot plans to be exempted, the CSD requires that the approved plans clearly depict the building location and anticipated grading for the project and that the project be developed in accordance with those plans. (Citation.) Your client's initially approved plot plan, approved on February 14, 2005, did not depict the entire project because it failed to identify necessary grading for the access road. . .."

The County has completely misapplied the law. Los Angeles County Code § 22.44.133.G.1 provides that
"The provisions of subsections D.4.b [condition use permit required for grading that exceeds 5,000 cubic yards of total cut plus total fill], D.4.c [haul route required for offsite transport of 1,000 cubic yards or more of cut or fill], D.4.d [grading not permitted during rainy season], and D. 5 [the highest point of any structure that requires any permit shall be located at least 50 vertical feet and 50 horizontal feet from a significant ridgeline] shall not apply to a new development project where, as of the effective date of the ordinance adding those

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subsections, any of the following has occurred related to such project:
a. A complete application has been submitted for any subdivision, permit, variance, or site plan review;
b. At least one public hearing session has been conducted on any application described in subsection a, above; or
c. A final approval has been granted for any application described in subsection a, above, provided that the building location and anticipated grading for the project are clearly depicted on the approved project plans and the project is developed in accordance with those plans.

For purposes of subsection G.1, a complete application shall be defined as an application that the director finds to contain all of the required documents and information so as to allow the matter to be scheduled for any applicable public hearing or decision." (Emphasis added).

The County incorrectly relies on § 1.c. to support its assertion that the plot plan approval never could have been exempt from the Ordinance. This section, however, is inapplicable. At the time the Ordinance became effective (i.e., January 6,5005), a final plot plan approval had not been granted for the Parcels. Instead, $\S$ 1.a. is the relevant section, as a complete application had been submitted at the time of the Ordinance's effective date. That the County deemed the application complete and not subject to the Ordinance was clear, in part, based on the County's approval of the plot plan without requiring the applicant to apply for a conditional use permit for projects exceeding 5,000 cubic yards of total cut plus total fill material.

Further, at the time of the plot plan approval in 2005, the County acknowledged that the plot plan was exempt from the Grading and Ridgeline Ordinance by stating on the approvals that " $[\mathrm{t}]$ his proposal shall not be subject to the requirements of the Grading and Ridgeline Ordinance for the Santa Monica Mountains North Area Community Standards District because a complete application for site plan review was submitted prior to the effective date of the ordinance."

## The Refusal to Grant the 020 Parcel a Grading Permit

Although your February $6^{\text {ih }}$ letter does not address the issue, the County has also failed to issue a grading permit for the 020 Parcel pad despite the fact that all required components to the permit had been submitted. On October 17, 2007, Building \& Safety provided plan check comments to Sound Garden's consultant, Schmitz \& Associates on the grading permit application. However, the Department of Public Works did not issue its geology review comments for the grading permit

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application until December 26, 2007. On January 3, 2008, Sound Garden's consultants met with RaChelle Burke of Building \& Safety to resubmit and review the grading permit application for the 020 Parcel, which was revised and supplemented to comply with the County's October $17^{\mathrm{h}}$ and the December $26^{\text {h }}$ comments. Although this permit application submission complied with the County's grading requirements, the County refused to issue a grading permit for the 020 Parcel. Instead, Sound Garden's consultants were informed that a final grading permit for the building site would not be issued until the County had approved and permitted a "Fire Department/Title 32 compliant road" on the access easement area.

This County "requirement" is not a standard requirement and is not included in the fifteen page Grading Review Sheet. In fact, the County's requirement for the applicant to "obtain Fire Dept. Approval for access" was hand written and not part of the established requirements.

Further, there is no requirement that the access road be upgraded prior to the issuance of a grading permit for the building pad. The Los Angeles County Code states that a grading permit for work on a site shall not be issued unless the proposed land use for the site shown on the grading plan application complies with the provisions of Title 22 of the Los Angeles County Code. Section 3309.12 of the County Code states that Public Works' review authority is limited to determining project compliance with Chapter 33 of Title 26 (building code) as well as Title 22 (planning code). Public Works may not condition or otherwise review, approve or deny the issuance of a permit based upon compliance with the Fire Code; only the Fire Department has that authority. The County's refusal to grant the permit is simply part of its effort to stymie development in the North Area Plan Community standards District.

## Extension Requests to the County

In your February $6^{\text {th }}$ correspondence, you requested that Sound Garden, Capital State and Brown Derby provide you with a chronology of actions taken to process the plot plans. Below is that chronology:

## Lot 002

1. April 4, 2005 - Plot Plan Approved.
2. August 7, 2006 - Previous owner requests one year extension to Plot Plan Approval.
3. September 18, 2006 - Department of Regional Planning ("DRP") issues one year extension to Plot Plan Approval without questions regarding access or applicability of Ridgeline Grading Ordinance to parcel.
4. April 5, 2007 - Pilot Road Grading Permit issued.

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5. July 30, 2007 - Capital State acquires title to 002 Parcel.
6. August 20, 2007 - Pilot Road graded from Motorway to building pad site.
7. September 1,2007-Geotechnical testing takes place at building site.
8. October 15, 2007-Owner discovers that a "hold" preventing the submission of a plot plan amendment has been placed on the 002 Parcel. The County has not confirmed that "hold" has been lifted for this parcel.
9. December 11, 2007 - Request submitted for extension to Plot Plan Approval.
10. January 7, 2008 - Follow up letter submitted regarding Plot Plan Approval extension request.
11. February 4, 2008 - Follow up letter to extension request submitted to DRP.
12. April 19, 2008 - Plot Plan Approval will expire.

## Lot 003

1. January 20, 2005 - Plot Plan Approved.
2. August 7, 2006 - Previous owner requests one year extension to Plot Plan Approval.
3. August 8, 2006-DRP approves one year extension to Plot Plan Approval without questions regarding access or applicability of Ridgeline Grading Ordinance to parcel.
4. July 30, 2007 - Brown Derby acquires title to the 003 Parcel.
5. May - August 2007 - Ike's Pump \& Drilling completes well testing; Geotechnical testing is completed, and percolation testing is completed.
6. September 21, 2007-grading permit application (plans and geotechnical reports) submitted to Department of Building \& Safety for approval.
7. October 15,2007 - Brown Derby's consultants attempt to submit a Zoning Conformance Review ("ZCR") Application to DRP, are advised by staff that a hold has been placed on the property and as a result the County cannot accept the application.

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8. October 17, 2007-Building \& Safety Department provides grading plan check comments to grading permit application.
9. October 18, 2007 - DRP lifts hold on property.
10. October 22, 2007-DRP accepts ZCR Application.
11. October 29,2007 - DRP provides review comments citing that they cannot approve the modified design proposed in ZCR as a result of application of Guidelines to site.
12. November 21, 2007-Revised plans are submitted to DRP.
13. November 28,2007 - DRP advises that the plans are still not in conformance with the application of Guidelines to site.
14. December 11, 2007 - Request for extension to Plot Plan Approval submitted to DRP.
15. December 19, 2007-Revised plot plans submitted to DRP.

16 January 7, 2008 - Follow up letter to extension request submitted to DRP.
17. February 4, 2008 - Follow up letter to extension request submitted to DRP.
18. February 5, 2008 - DRP advises that the plans are still not in conformance, extension cannot be granted.

## Lot 020

1. January 20, 2005 - Plot Plan Approved.
2. August 7, 2006 - Previous owner requests one year extension to Plot Plan Approval.
3. August 8, 2006 - DRP approves one year Plot Plan Approval extension without questions regarding access or applicability of Ridgeline Grading Ordinance to parcel.
4. July 25, 2007-Geotechnical Exploratory Excavation Permit Application submitted to City of Calabasas.
5. July 30, 2007 - Sound Garden acquires title to Property.

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6. May - August 2007 -Ike's Pump \& Drilling completes well testing, Geotechnical testing is
completed, and percolation testing is completed.
7. August - September 2007-Following questions raised by the City of Calabasas regarding the validity of the easement, the County delayed confirming the validity of the easement until its staff plotted the easement.
8. September 21, 2007-Grading Permit application (plans and geotechnical reports) submitted
to Building \& Safety. to Building \& Safety.
9. September 24, 2007 - City of Calabasas receives easement Plot provided by LA County.
10. September 28, 2007 - Geotechnical Exploratory Excavation Permit Issued.
11. October 15, 2007-Sound Garden's consultants attempt to submit a Zoning Conformance Review (ZCR) Application to DRP, are advised by staff that there is a hold on the property
and they cannot accept the application. and they cannot accept the application.
12. October 17,2007-Building \& Safety provides grading plan check comments to Grading Permit application.
13. October 18,2007-DRP lifts hold on property.
14. October 22, 2007-DRP accepts ZCR Application.
15. October 29, 2007 - DRP provides review comments to Plot Plan Amendment application stating that modified design cannot be approved as a result of the application of the
Guidelines.
16. November 21, 2007-Plot Plan Amendment is submitted to DRP.
17. November 28, 2007 - DRP advises that the Plot Plan Amendment plans are still not in conformance with the Guidelines.
18. December 11, 2007-Request for extension to Plot Plan approval submitted to DRP.
19. December 19, 2007 - Revised plans submitted to DRP.
20. December 26, 2007 - Department of Public Works provides Geotecnical-Soils review comments for the grading permit application submitted on September 21, 2007.

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21. January 3, 2008 - Revised grading plans are submitted to Building \& Safety.
22. January 7, 2008 - Follow up letter to extension request submitted to DRP.
23. January 16, 2008-Follow up correspondence to Grading Plan Checker to check on status of Department's review.
24. January 23, 2008 - E-mail correspondence with Richard Claghorn to check on status of ZCR review.
25. January 29, 2008 - Building \& Safety provides grading plan check comments.
26. January 29, 2008 - DRP advises informally that the revised plans can't be approved, formal correspondence forthcoming after County Counsel reviews.
27. February 4, 2008 - Follow up letter to extension request submitted to DRP.
28. February 5, 2008 - DRP Response advising that the plans are not in conformance with the Guidelines.
29. February 15, 2008 - Response submitted to DRP.

The above chronology details the extensive efforts the owners of the 003, 002 and 020 Parcels have undertaken to develop their respective parcels. The 002 Parcel plot plan does not expire until April 2008, however, a "hold" remains on the parcel preventing any further development action by the owner. The actions taken regarding the 003 Parcel and the 020 Parcel clearly show that but for the County's delay, our clients would have received grading permits and the pads for both of these parcels would be in the midst of grading activities. We request that the County revisit its denial of the plot plan extensions for each of these parcels so that there is additional time to address the issues outlined in this letter.

In the event that we cannot resolve the issues related to the development of these parcels, our clients will pursue their legal rights and remedies. To protect their rights with regard to the County's actions, we have filed a writ and complaint for damages with the Los Angeles Superior Court. Enclosed is a courtesy copy of the Writ and Complaint for Damages. We have not served the lawsuit yet because of our clients' desire to work out a solution to these issues with the County.

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Thank you again for your assistance with this matter. As always, please do not hesitate to contact me at any time with any questions or comments you may have.

## Sincerely,

GAINES \& STACEY LLP

By


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Los Angéles Superior Court
FEB 132008 and CAPITAL STATE, LLC,

## SUPERIOR COURT OF THE STATE OF CALIFORNIA

 FOR THE COUNTY OF LOS ANGELESSOUND GARDEN LIC BS C 13291 liability company; BROWN DERBY, LLC, a Califormia limited liability company; and CAPITAL STATE, LLC, a California limited Liability company,

Petitioners/Plaintiffs,
v.

COUNTY OF LOS ANGELES, and DOES 1 through 10, inclusive

Respondents/Defendants.

CASE NO.
VERIFIED PETTTION FOR WRIT OF MANDATE AND COMPLAINT FOR:
1)VIOLATION OF PROCEDURAL DUE PROCESS;
2) VIOLATION OF SUBSTANTIVE DUE PROCESS;
3) VIOLATION OF EQUAL PROTECTION;
4) TAKING OF PROPERTY; AND 5) VESTED RIGHTS

Petitioners and Plaintiffs Sound Garden, LLC, Brown Derby, LLC, and Capital State, LLC, allege as follows:

## GENERAL ALLEGATIONS.

A. The Parties.

1. Petitioner and Plaintiff Sound Garden, LLC ("Sound Garden") is, and at all times mentioned herein was, a California limited liability company doing business in the State of California. Sound Garden is the owner of that certain twenty (20) acre real property more particularly described 28
in Exhibit "A" attached hereto, Los Angeles County Assessors Parcel Number ("APN") 4455-008020 and commonly known as 2681 Old Topanga Canyon Road, Calabasas, CA (the "020 Parcel").
2. Petitioner and Plaintiff Brown Derby, LLC ("Brown Derby") is, and at all times mentioned herein was, a California limited liability company doing business in the State of Califormia. Brown Derby is the owner of that certain forty (40) acre real property more particularly described in Exhibit "B" attached hereto, APN 4455-008-003 and commonly known as 2750 Old Topanga Canyon Road, Calabasas, CA (the "003 Parcel").
3. Petitioner and Plaintiff Capital State, LLC ("Capital State") is, and at all times mentioned herein was, a California limited liability company doing business in the State of California. Capital State is the owner of that certain forty (40) acre real property more particularly described in Exhibit "C" attached hereto, APN 4455-008-002, (the "002 Parcel").
4. Sound Garden, Brown Derby and Capital State, each took title to its respective property on July 30, 2007 from the prior owners of Parcel 020, 003 and 002, respectively.
5. Respondent and Defendant County of Los Angeles ("Respondent" or County") is, and at all times mentioned herein, was a political subdivision of the State of California, duly organized and existing under the laws of the State of California.
6. The true names and capacities of the Respondents named herein as DOES 1 through 10 , inclusive, whether individual, corporate, associate, or otherwise, are not known to Sound Garden, Brown Derby, and Capital State (sometime collectively referred to as "Petitioners"), and said Respondents are sued by such fictitious names. Petitioners will ask leave of court to amend the Petition to show the true names and capacities when the same have been ascertained. All references to Respondent or County in this Complaint include DOES 1 through 10 by reference.
7. Petitioners are informed and believe and thereupon allege that Respondents, and each of them, were agents of the other, and each and every act alleged herein as performed by one of them, or all of them, was performed as the agent of the other, and each of said Respondents acted and performed within the scope of said agency relationship.

## FACTUAL ALLEGATIONS.

## B. The Parcels and The Grading \& Ridgeline Ordinance

8. The Parcels are located in unincorporated Los Angeles within a planning area known as the Santa Monica Mountains North Area Plan. In March 2004, the County initiated public meetings to impose new permitting and development restrictions relating to grading and ridgeline development on the North Area Plan plaming area ("Ordinance"). On December 7, 2004 the Board of Supervisors adopted the Ordinance which became effective on January 6, 2005.
9. The Ordinance, in part, establishes a conditional use permit requirement for any grading on a lot or parcel or land, or in connection with any project, that exceeds 5,000 cubic yards of total cut plus total fill material. In addition, it creates a ban on the construction of any structure that requires a permit within 50 lateral and vertical feet from designated "significant ridgelines." Importantly, the Ordinance exempts project applications that had been submitted to the County and had been deemed complete prior to January 6,2005 (i.e., the date the Ordinance became effective) from the grading provisions and ridgeline and setback restrictions contained in the Ordinance.
10. In 2004, plot plan applications for the development of the 003 Parcel, the 020 Parcel and the 002 Parcel were submitted to the County. These plot plan applications were deemed complete by the County on January 5, 2005 and thus, were exempt from the Ordinance regulations. The plot plan for the 003 Parcel was subsequently approved on January 20,2005 as RPP200400398, the plot plan for the 020 Parcel was approved on February 14, 2005 as RPP200400426, and the plot plan for the 002 Parcel was approved on April 19, 2005 as RPP200400400.
11. There is no dispute that the Parcels were exempt from the Ordinance regulations based on the following specific approvals that were granted:
a. For the 003 Parcel, the County approved an 11,000 square foot, 2 -story single family residence with attached garage, a 750 square foot guest house, a swimming pool, a driveway, retaining walls, and 13,915 cubic yards of grading ( 9,388 cubic yards of cut and 4,527 cubic yards of fill).
b. For the 020 Parcel, the County approved a 7,000 square foot, 2-story single family residence, a 750 square foot guest house, a 900 square foot garage, a swimming pool, VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT
driveway, retaining.walls, drainage devices, private septic system and 6111 cubic yards of grading (2,584 cubic yards of cut and 3,527 cubic yards of fill).
c. For the 002 Parcel, the County approved a 9,000 square foot, 2-story single family residence, a 750 square foot guest house, an attached 900 square foot garage, a swimming pool, a driveway, retaining walls, drainage devises and a private septic system and 8,720 cubic yards of grading ( 7,443 cubic yards of cut and 1,277 cubic yards of fill).

Each of these approvals was granted without a conditional use permit, which is now a requirement of the Ordinance for projects that exceed 5,000 cubic yards of total cut plus total fill material.
C. Legal Access to Parcels.
12. Each of the Parcels has established legal access to a public street. In conjunction with approving the plot plans, the Department of Regional Planning ("DRP") asked for evidence of legal access to the Parcels. The County was provided with American Land Title Association ("ALTA") policies and underlying easements documents for the Parcels. The County, finding that these documents adequately demonstrated legal access, issued Certificates of Compliance for each of the Parcels, recorded as Instrument No. 05-0818628 in the Official Records for Los Angeles County ("Official Records") for Parcel 002, Instrument No. 05-0110342 in the Official Records for Parcel 003, and Instrument No. 05-0272682 for Parcel 020.
13. Despite the fact that legal access to the Parcels had been proven in 2005, the County re-analyzed Parcel 020's access easement in August - September 2007. Following questions raised by the City of Calabasas regarding the validity of the easement, the County delayed confirming the validity of the easement until its staff plotted the easement. The County's actions in delaying the confirmation of the easement resulted in the City of Calabasas' delaying its approval of a permit for geological testing in the easement area. Therefore, the issuance of this permit -- a process which typically takes a few weeks - took two months.
14. DRP staff member Richard Claghorn later conceded that legal access to Parcel 020 had long been established on October 16,2007, when the County finally agreed to lift a hold that was placed on the 020 Parcel amendment application for proof of legal access. ["The hold was put on for proof of legal access, but it looks like we already had that in the file."]
D. Grading Permit Application.
15. In September 2007, Petitioners' engineer, Nick Kazemi ("Kazemi") completed the grading plans for the 020 Parcel and 003 Parcel. On September 21, 2007, grading permit applications were submitted to the Los Angeles County Department of Building \& Safety ("Building \& Safety") for these two Parcels.
16. On October 17, 2007, Building \& Safety provided plan check comments to Petitioners' representative Schmitz \& Associates, Inc. ("Schmitz") on the grading permit applications. However, Los Angeles County Department of Public Works waited until December 26, 2007 to provide its geology review comments for the grading permit application.
17. On January 3, 2008, Schmitz and Kazemi met with RaChelle Burke of Building \& Safety to resubmit and review the grading permit application for the 020 Parcel, which was revised and supplemented to comply with the County's October $17^{\text {th }}$ and the December $26^{\text {th }}$ comments. Although this permit application submission complied with the County's grading requirements, the County refused to issue a grading permit for the 020 Parcel. Instead, Ms. Burke informed Schmitz fand Kazemi that she could not issue a final grading permit for the building site until the County had dapproved and permitted a "Fire Department/Title 32 compliant road" on the access easement area.
18. On January 16,2008 , Schmitz sent correspondence to Ms. Burke strongly objecting to this position on the ground that the grading permit requirements contained in the Los Angeles County Code do not require a "Fire Department/Title 32 compliant road" for the issuance of a grading permit for a.pad. Rather, this requirement arises at the building permit phase.
19.After Ms. Burke did not respond to Schmitz's correspondence, Schmitz again emailed Ms. Burke on January 29, 2008 requesting a reply to their e-mail and a copy of any written review comments for the permit application. Though Ms. Burke finally made her written review
$\frac{5}{\text { VERIFIED PETTTION FOR WRIT OF MANDATE AND COMPLAINT }}$
comments available for pick-up on January 29, 2008, just days before the expiration of the plot plan approval, shenever responded to Schmitz's January 16, 2008 e-mail. Instead, Ms. Burke's plan check comments stated such an approval was required, and also raised several other new issues which had never been mentioned in the October 17, 2008 plan check comments. Petitioners are aware that the County has approved grading permits for pads to properties similarly situated in the County's jurisdiction without requiring a "Fire Department/Title 32 compliant.road;" thus the County's treatment of the Parcels is arbitrary and capricious.
E. The County's Delay in Processing the Plot Plan Amendment Applications.
20. Following the acquisition of the Parcels and in reliance on the plot plan approvals, Sound Garden, Brown Derby and Capital State commenced the process for developing the Parcels for residential use. An architect, engineer, and consultants were retained to prepare the grading and building plans and conduct the preliminary development work on the Parcels. Petitioners expended significant sums of money in this process.
21. The County, engaged in a pattern of dilatory tactics to thwart Petitioners' development of the Parcels, and the reason for this delay is clear: the County was awaiting the expiration of the Parcels' 2005 plot plan approvals in order to preserve the Parcels, which are surroumded by public parkland and hiking trails, as open space for public use. For example, the City of Calabasas' issuance of an exploratory geological permit to Sound Garden's consultant was delayed for two months until the County physically plotted an access easement to the 020 Parcel which was already proven, as a prerequisite to the issuance of the Certificate of Compliance, to legally exist. In an e-mail from Maureen Tamuri, the Community Development Director at the City of Calabasas, to Dave Brown, a Planning Commissioner at the City of Calabasas, and Barry Groveman, a Councilmember of the City of Calabasas, dated August 27, 2007, Ms. Tamuri wrote:
"I can assure you all that we too are concerned about the easement and its potential impact onthe hillsides if exercised.

Currently, the only permit sought through the city is for exploratory testing on the two lots located in the City. The City is holding on issuance of the permits until we determine if the easements do in fact provide access to the lot in question, and until we obtain the acknowledgment of the property owner that the easement is in fact part of his title report. The County is assisting in plotting the easement." (Emphasis added).

VERIFIED PETTTION FOR WRIT OF MANDATE AND COMPLANT

Almost a month after Schmitz had provided the underlying documents for the access easements and the legal description for the 020 Parcel to the City of Calabasas, Geoff Starns, Senior Planner at the City of Calabasas, was still trying to ascertain whether the County had been able to plot the easements in question. In an e-mail from Mr. Starns to Ben Saltsman of the Los Angeles County Board of Supervisors, Mr. Starns wrote,
"Has the GIS dept. been able to plot the easements in question. We have been getting a great deal of pressure from the consultant wanting to do the geotesting, but we've been putting it off until we heard from you...."

Clearly, the County, in concert with the City of Calabasas and the County Board of Supervisors was engaging in stall tactics.
22. Not only did the County intentionally delay the issuance of exploratory permits for the 020 Parcel, the County also placed "holds" on each of the Parcels. On October 15, 2007, when Schmitz attempted to submit amendment applications for the 020 Parcel and the 003 Parcel to the County, Schmitz was advised that there were "holds" on the 020 Parcel and the 003 Parcel and that the County could not accept the applications. No explanation for the holds could be provided, and Schmitz was advised to contact Mr. Claghorn at the DRP for further information. What ensued was an unjustifiable delay in resolving what was quickly admitted to be a County error.
23. Schmitz immediately contacted Mr. Claghorn on October 15, 2007 to inquire about the source of the holds and to express their concern about the delay. The following day, Mr. Claghorn responded, in part,
"I discussed the cases with Annie Lin. Apparently someone tried to submit the cases at our downtown office but they were refused because the lot configurations had changed, and that is when the hold was placed on the parcels They were told they need a new certificate of compliance for lot line adjustment. Idon't know the details not having seen the new plans, but if the lot configurations have changed, you need a new lot line adjustment. If the lots are identical then I'm not sure why the hold is there, but a note said there was an issue with legal access. . . ."
24. Schmitz immediately responded that neither the lot line configuration of the Parcels nor legal access had changed and that the applications were never brought downtown for submission. In response, Mr. Claghorn stated,

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"The cases I mentioned in my previous e-mail were actually for a different property that Annie Lin thought were for your cases . . .. The hold was put on for proof of legal access, but it looks like we already had that in the file. I think we can remove the hold since I can't see any reason why it is there. However, my supervisor wants to keep the hold on for now until some issues are cleared up. ... In any event, I can't remove the hold since I didn't put it on the property. and we can't remove it until my supervisor gives the okay. Hopefully it will be resolved tomorrow or Thursday. You should be aware than an amendment will not extend the expiration of the plot plai and that because the cases are on or near significant ridgelines, you will need to obtain permits before the plans expire. . ." (Emphasis added.)

No explanation was given regarding what additional "issues" needed to be cleared up.
25. On October 17, 2007, in response to a subsequent e-mail from Schmitz expressing their continued concern and confusion about the holds, Mr. Claghorn responded,
"I asked my supervisor if we could remove the hold today, but she wanted to wait until after a meeting is held tomorrow regarding the [Ordinance]. We're meeting with the County Counsel to determine how we should handle ridgeline cases that will be expiring before permits are obtained...."
(Emphasis added.) (Emphasis added.)
Underlying Mr. Claghorn's statements is not only the County's persistent and widespread policy of unnecessarily delaying development applications, but more importantly the County's predetermination to never approve the Parcels' plot plan amendment applications before the expiration of the plot plan approvals because the Parcels are located on a significant ridgeline.
26. The holds on the 020 Parcel and the 003 Parcel were eventually removed, but no clear explanation was ever given for instituting the holds. A hold, however, still exists on the 002 Parcel, which is preventing Capital State from submitting a plot plan amendment application for this parcel. Notwithstanding the inexplicable hold on the 002 Parcel, the plot plan approval for this parcel is set to expire on April 19, 2008.
27. These actions are consistent with the County's desire to prevent development in the Santa Monica Mountains. Although the Ordinance specifically excludes development projects like Petitioners' from the ridgeline and setback restrictions and grading limitations contained in the Ordinance, in its denial of Petitioners' plot plan amendment for Parcel 020, the County states "[a]pproval of a plot plan for a single family residence prior to the effective date of the (Ordinance) did not guarantee that a project built after its effective date could be constructed...."
28. As a result of this County policy, Petitioners have been intentionally delayed in obtaining grading permits and approvals for their plot plan amendments to such an extent that the plot plan approval for the 003 Parcel recently expired.

## (1). The County's Pattern of Delay.

29. The County's reasons for preventing development in the Santa Monica Mountains are two-fold: to acquire property from private property owners without paying compensation, and order to preserve such property as open space and for public use. To achieve these goals, the County has developed a custom and practice of withholding, conditioning and/or delaying the issuance of development permits and plot plan approvals without legal justification Examples of such conditions include, but are not limited to, requiring grants of conservation easements and public trail easements over a majority of a landowner's property and prohibiting a landowner from allowing access over its property from adjoining property to the public highway. The effect of such withholding, conditioning and delaying is that development is limited, properties are devalued and huge parcels are "landlocked" so they cannot be developed at all. Such custom and practice is so persistent and widespread that it constitutes a permanent and well-settled County policy. The County's practice of imposing conditions on property development that are not required or warranted based upon the conditions within the County's discretion is of sufficient duration, frequency and consistency that the conduct has become the traditional method of carrying out County policy with regard to development in the Santa Monica Mountains.
F. Significant Ridgeline Ordinance Implementation Guidelines.
30. On Octaber 22, 2007, Schmitz submitted a plot plan amendment application for the 003 Parcel to the County which dramatically minimized resource impacts, including bulk and grading, from that which was previously approved. The plot plan amendment for the 003 Parcel proposed a 6168 square foot single family residence, with a 720 square foot garage, no guest house, and 13,806 cubic yards of grading, and eliminated nearly all of the retaining walls.
31. On December 19, 2007, Schmitz submitted a plot plan amendment application for the 020 Parcel to the County which proposed a 7,000 square foot single family residence, a 900 square foot garage, no guest house, retaining walls and 3728 cubic yards of grading ( 3228 cubic yards of cut

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and 525 cubic yards of fill) (i.e., almost a $40 \%$ reduction in grading from the originally approved plot plan).
32. Despite the fact that the design revisions greatly minimized resource impacts, the County, in an effort to further delay progress, refused to approve the plot plan amendments as submitted for the 020 Parcel and the 003 Parcel on the ground that "[t] he changes proposed [did] not fit under the [DRP's] Significant Ridgeline Ordinance Implementation Guidelines" dated as of September 2007.
33. First, as the development of the 020 Parcel, the 003 Parcel and the 002 Parcel were exempt from the Ordinance regulations, the development of these Parcels is clearly exempt from the DRP Significant Ridgeline Ordinance Implementation Guidelines (the "Guidelines"). Nowhere is it contemplated that amending an approved, "grandfathered" plot plan, particularly one that minimizes resource impacts, would subject it to Ordinance regulations and, thus, the Guidelines.
34. Second, the Guidelines to which the County was referring have no basis in the law. The Guidelines are not part of the Ordinance. Nor do the Guidelines qualify as regulations since the public had no notice of the Guidelines or their contents and Guidelines were never circulated to the public for review and comment. Instead, these "Guidelines" are self-serving County interpretations of the Ordinance as detailed in a September 2007 internal memorandum to DRP Staff. Furthermore, the Ordinance became effective on January 6, 2005. Thus, the Guidelines were issued nearly three years after the effective date of the Ordinance for which they seeks to provide guidance.
35.The County cited both the 003 Parcel and the 020 Parcel as allegedly failing to comply with the Guidelines, in part, as follows:
"the footprint of the structure does not exactly fit into the approved building footprint. Although it is in roughly the same location and the overall square footage is less and the guest house has been eliminated, parts of the structure extend beyond the previously approved building footprint. In order to qualify for an amendment approval for a ridgeline case, the building footprint must be entirely within the approved building footprint."

In addition, the County's October 29, 2007 incompletion letter for the 003 Parcel provided that "the height of the structure is increasing from $29^{\prime} 6^{\prime \prime}$ to $30^{\prime}$. We do not allow any increase in height for amendments in Significant Ridgeline areas. . ." Similarly, the October 29, 2007 incompletion letter

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for the 020 Parcel provides that "the height of the structure is increasing from 25 '4" to 32 '. We do not allow any increase in height for amendments in Significant Ridgeline areas. ..." Neither the County Code, nor the Ordinance set forth any rules dictating that project amendments must be exactly the same height, size or footprint as the original approved project.
36. In fact, the original plot plan approvals for the 003 Parcel and the 020 Parcel contained DRP staff conditions on a variety of items, including, but not limited to, maximum height adjustments permitted. The maximum height adjustments for the 003 Parcel and the 020 Parcel were $30^{\prime}$ and 35 ', respectively. Thus, in revising the original plans, the project architects relied on these specific DRP conditions issued with the original plot plan approvals.
37. The County's justification for its arbitrary and capricious actions regarding the 003 Parcel and the 020 Parcel amendment applications simply confirms the unequal treatment of Petitioners:
> "Normally, if one is doing an amendment, the height can be increased as long as it does not exceed the limit. However, there are specific Implementation Guidelines for the Grading and Significant Ridgeline Ordinance that states that the height of the structures may not exceed that which was previously approved, so we can't approve any increase at all. The height that was approved is considered the actual height of the structure shown on the plans, not necessarily what it says in the conditions."
38. Even if the Guidelines were to apply to the amendment applications for the 020 Parcel and the 003 Parcel, the proposed amendments have met all of the exemption requirements. The section of the Guidelines entitled "PREVIOUS APPROVALS and EXEMPTIONS," which specifically contemplates the situation presented here (i.e., a project situated on a Significant Ridgeline where an application was filed prior to the effective date of the Ordinance, and the property owner is now seeking amendment), provides that the County must find that the proposed amendment is exempt from the Ordinance if the following criteria are met:
"First the application must meet one of the three tests of the Ordinance: 1) a complete application was submitted prior to the effective date of the Ordinance; 2) at least one public hearing was held; or 3) the application was approved. Second, the previous approval must still be valid. All components of the development or proposed development amendment must be similar to that considered under the previously-approved application for the development or proposed amendment to be exempt from the Ordinance. For the purposes of this discussion, "previously-approved" means previous to the effective date of the Santa Monica Mountains North Area Grading and Significant Ridgeline Ordinance."

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In a letter from the County to Schmitz dated February 6, 2008, the County admits that development must be allowed if it "generally adhered to the approved plot plan and if the approval was valid, e.g., it had not expired."
39. Although Parcel 020 and Parcel 003 are not subject to the Guidelines, these Parcels and the amendment applications conform to the Guideline requirements. Further, in an effort to meet the County's unreasonable demands, on November $21,2007 \mathrm{Schmitz}$ resubmitted three sets of revised plans for the 003 and 020 Parcels, and again on December 19, 2007 for the 020 Parcel, addressing the County's October 29, 2007 and November 28, 2007 incompletion letters. The proposed amendments minimize the bulk and visibility of the projects by eliminating guest houses, reducing the size of the residences and the amount of proposed grading, and decreasing the number and the heights of retaining walls. No additional structures are proposed. In addition, any change in placement of the driveway or retaining walls do not affect the height, occupancy, visibility or footprint and constitute minor architectural changes under the Guidelines. Furthermore, the footprint of the proposed structure fits within the previously approved footprint and is not increased as the County represented in its February 6, 2008 letter. [". . the [DRP] . . . has endeavored to apply the process consistently with respect to all properties in the North Area Plan. The Planning Department is unaware of approval of changed plot plans that increased the footprint from the originally approved plans].
40. With respect to the 003 Parcel, Schmitz sent a letter to the County in response to its November 27, 2007 incompletion notice, stating its objection to the County's position and informing the County that it was still working on its revision of the plans.
41. On January 23, 2008, having heard nothing from the County for over a month since its December 19, 2007 submission for the 020 Parcel, and with a February 14, 2008 expiration date on the plot plan approval, Schmitz contacted the County to inquire about the status. On January 29, 2008, just sixteen days before the expiration of the plot plan approval for the 020 Parcel, the County, without any explanation, informed Schmitz that it would not be able to approve the plot plan amendment.
42. On January 30, 2008, Schmitz contacted the County urgently requesting an explanation for its inability to approve the amendment in order that they could begin making corrections before the expiration of the plot plan approval for the 020 Parcel. On January 31, 2008, the County responded,
"There were a number of issues, including the fact that the setbacks have changed significantly, shifting about 50 feet to the east and 20 feet north. There are also a number of inconsistencies in the location of the motorway and the topography depicted on the plans. I'll send you a copy of the letter as soon as County Counsel has begun reviewing it."

Despite the numerous previous incompletion letters sent to Schmitz by the County, the County had never before mentioned discrepancies with the setbacks and inconsistencies in the location of the motorway and the topography.

## G. The County's Letters Rescinding the Plot Plan Approyal.

43. On February 5, 2008, the County, with the knowedge of the 020 Parcel's imminent expiration date, issued an official incompletion letter not only refusing to approve the plot plan amendment for the 020 Parcel, but also denying Schmitz's repeated, unanswered requests for a oneyear extension of the plot plan approval and endeavoring to completely strip Sound Garden of its original plot plan approval. Moreover, the County took the position that the original plot plan application never could have been exempt from the Ordinance:
"Approval of a plot plan for a single family residence prior to the effective date of [Ordinance] did not guarantee that a project built after its effective date could be constructed without complying with the amended CSD. Rather, under the terms of the Ordinance, only projects meeting specific criteria were to be 'grandfathered' in, thereby exempting those projects from the grading permit and Significant Ridgeline provisions of the CSD. Specifically, for previously approved plot plans to be exempted, the CSD requires that the approved plans clearly depict the building location and anticipated grading for the project and that the project be developed in accordance with those plans. (Citation.) Your client's initially approved plot plan, approved on February 14, 2005, did not depict the entire project because it failed to identify necessary grading for the access road. . . ."

The County has completely misapplied the law. Los Angeles County Code § 22.44.133.G.1 provides that
"The provisions of subsections D.4.b [condition use permit required for grading that exceeds 5,000 cubic yards of total cut plus total fill], D.4.c [haul route required for offsite transport of 1,000 cubic yards or more of cut or fill], D.4.d [grading not permitted during rainy season], and D. 5 [the highest point of any structure that requires any permit shall be located at least 50 vertical feet and 50 horizontal feet

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from a significant ridgeline] shall not apply to a new development project where, as of the effective date of the ordinance adding those subsections, any of the following has occurred related to such project:
a. A complete application has been submitted for any subdivision, permit, variance, or site plan review;
b. At least one public hearing session has been conducted on any application described in subsection a, above; or
c. A final approval has been granted for any application described in subsection a, above, provided that the building location and anticipated grading for the project are clearly depicted on the approved project plans and the project is developed in accordance with those plans.

For purposes of subsection G.1, a complete application shall be defined as an application that the director finds to contain all of the required documents and information so as to allow the matter to be scheduled for any applicable public hearing or decision." (Emphasis added).

The County inappropriately attempts to hang its hat on § 1.c. to support its assertion that the plot plan approval never could have been exempt from the Ordinance. This section, however, is inapplicable. At the time the Ordinance became effective (i.e., January 6, 5005), a final plot plan approval had not been granted for the Parcels. Instead, $\S 1$ 1.a. is the relevant section, as a complete application had been submitted at the time of the Ordinance's effective date. That the County deemed the application complete and not subject to the Ordinance was clear, in part, based on the County's approval of the plot plan without requiring the applicant to apply for a conditional use permit for projects exceeding 5,000 cubic yards of total cut plus total fill material.
44. In a further attempt to delay, the County for the first time in its February 5, 2008 letter alleged that there were discrepancies with the setbacks and topography between the original and amended plans. To the contrary, the location of the currently proposed residence is the same as that approved in relation to the site topography. If Sound Garden were to situate the proposed residence within the set backs proposed by the County, the residence would be located in a completely different topographic location than that which was previously approved.
45. In the ultimate attemptto prevent the development of the 020 Parcel, the County, just nine days before the plot plan approval was set to expire, flatly denied Sound Garden's request for a one year extension of the plot plan approval. This denial came at the eleventh hour, after months 111

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of requests by Sound Garden (i.e., requests were made December 11, 2007, January 7, 2008, and February 4, 2008) for an extension.
46. The County's actions have caused Petitioners to be deprived their federally protected property rights, including their ownership interest in their land, their use and enjoyment of their land, and their right to build on their own property subject only to legitimate permitting requirement.
47. As a result of its obvious delay tactics, unjustifiable denial of the plot plan amendments and grading permits for the 020 Parcel and the 003 Parcel, and its failure to grant extensions on the plot plan approvals for any of the Parcels, the County has completely prevented Petitioners from developing the Parcels, particularly the 003 Parcel, its plot plan approval having expired on January 20, 2008.
48. Petitioners have invested significant sums of money and time in reliance upon the DRP's plot plan approvals for the subject lots. Now, over two years into the process, just prior to the applicant pulling its final grading permit and just days away from the expiration of the 020 Parcel's plot plan approval, the County places new obstacles in front of the applicant which are neither legal nor feasible to address prior to the expiration of the plot plan approval.

## RESERVATION OF FEDERAL TAKINGS CLAIMS

49. Petitioners hereby explicitly reserve their rights to bring federal takings claims in federal court subsequent to the completion of this state court action.

## FIRST CAUSE OF ACTION <br> WRIT OF MANDATE - C.C.P. 1085

(The County Erred in Failing to Approve the Plot Plan Amendments for the 020 Parcel and the 003 Parcel)
50. Sound Garden with respect to the 020 Parcel and Brown Derby with respect to the 003 Parcel reallege paragraphs 1 through 49 , which it incorporates by reference.
51. The County has engaged in a pattern of delay tactics in connection with the processing of the plot plan amendment applications for Parcel 020 and Parcel 003. The County 15
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delayed plotting the access easement on the 020 Parcel, a prerequisite to obtaining an exploratory permit with the City of Calabasas, placed unwarranted and unexplained holds on Parcel 020, Parcel 003 and Parcel 002 preventing Petitioners from submitting their applications, continued to maintain the holds on the Parcels even after it was determined that they were placed in error, and raised completely new issues, which could have and should have been raised with the earlier submissions, each time the amendment applications were revised and resubmitted.
52. In addition, the plot plan amendment applications for the 020 Parcel and the 003 Parcel submitted to the County dramatically minimized resource impacts, including bulk and grading, from the projects previously approved. However, in an effort to further delay progress the County refused to approve the amendment applications as submitted citing their failure to comply with the Guidelines, the County's strict interpretation of the Ordinance, which have no basis in the law, which were enacted three years after the Ordinance became effective, which were never circulated to the public for review, and comment and from which the Parcels were completely exempt. In addition, even if the Guidelines do apply, the plot plan amendment applications should have been approved because they met each of the criteria under the Guidelines.
53. In the ultimate act of delay, the County, on February 5,2008 formally "incompleted" the plot plan amendment application for the 020 Parcel, asserting that the plot plan approval never possibly could have been exempt from the Ordinance, and that a Conditional Use Permit and variance were now required to develop the Parcel. The County's conclusion resulted from a misinterpretation of the law.
54. The County's delay tactics and misapplication of the law have caused the 003 Parcel's plot plan approval to expire and the 020s Parcel's plot plan approval to almost expire.
55. Sound Garden and Brown Derby are entitled to a writ of mandate directing the County to determine that the plot plan amendment applications should be approved and that the Ordinance and Guidelines do not apply to these applications.

## SECOND CAUSE OF ACTION

WRIT OF MANDATE - C.C.P. 1085
(The County Erred in Failing to Issue Grading Permits for the 020 Parcel and the 003 Parcel)
56. Petitioners reallege paragraphs 1 through 55 , which it incorporates by reference.
57. The County has also engaged delay tactics in connection with the processing of grading applications for the 020 Parcel and the 003 Parcel. Sound Garden and Brown Derby submitted their grading permit applications for the for the 020 Parcel and the 003 Parcel on September 21, 2007. Almost one month later Building and Safety finally issued its plan check comments, and over three months later the Department of Public Works finally provided its geology review comments for the grading application.
58. When Sound Garden's representatives resubmitted to Building \& Safety its revised grading permit application for the 020 Parcel, which was carefully amended to comply with the County's plan check comments, it was informed for the first time that a final grading permit could not be issued until the County has received confirmation from the DRP that a "Fire Department/Title 32 compliant road" had been approved by the DRP. Not only is a Fire Department code compliant access road not required for the issuance of a grading permit for a pad, but such proof of access had been provided to the County and was a prerequisite to issuance of a certificate of compliance and, ultimately, the plot plan approval.
59. Sound Garden and Brown Derby are entitled to a writ of mandate directing the County to determine that the grading permit applications should be approved.

## THIRD CAUSE OF ACTION

WRIT OF MANDATE - C.C.P. 1085
(The County Erred in Failing to Grant Extensions on the Plot Plan Approvals for the 020 Parcel, the 003 Parcel and the 002 Parcel) .
60. Petitioners reallege paragraphs 1 through 59 , which it incorporates by reference.
61. The County has also engaged delay tactics in connection with the processing of Petitioners' requests for one-year extensions of the piot plan approvals.

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62. . Petitioners submitted their first requests to the County on December 11, 2007, over one month before the plot plan approval for the 003 Parcel was set to expire on January 20, 2008, almost two months before the plot plan approval for the 020 Parcel was set to expire on February 14, 2008, and almost over four months before the plot plan approval for the 002 Parcel was set to expire on April 19, 2008. Multiple requests followed, including on January 7, 2008 and February 4, 2008.
63. The County, again attempting to prevent the development of these parcels, delayed its response to the extension requests made for the 003 Parcel and the 002 Parcel-until after the plot plan approval for the 003 Parcel expired. On February 6, 2008, almost two months after the initial request, the County requested additional information regarding the extension request.
64. The County finaliy responded to Sound Garden's request for an extension of the plot plan approval for the 020 Parcel on February 6,2008 , just days before the approval was set to expire. The County's response was an unwarranted, flat denial.
65. In addition, the County has engaged in delay tactics in connection with the processing of the plot plan amendment applications for Parcel 020 and Parcel 003. The County delayed plotting the access easement on the 020 Parcel, a prerequisite to obtaining an exploratory permit with the City of Calabasas, placed unwarranted and unexplained holds on Parcel 020, Parcel 003 and Parcel 002 preventing Petitioners from submitting their applications, continued to maintain the holds on the Parcels even after it was determined that they were placed in error, and raised completely new issues, which could have and should have been raised with the earlier submissions, each time the amendment applications were revised and resubmitted. Furthermore, the County delayed the processing of grading applications for the 020 Parcel and the $003^{\circ}$ Parcel, waiting almost one month to provide Sound Garden and Brown Derby with their plan check comments, and over three months to provide geology review comments. These actions have caused the expiration of the 003 plot plan approval and the near expiration of the plot plan approvals for the 020 Parcel and the 002 Parcel.
66. Petitioners are entitled to a writ of mandate directing the County to grant Petitioners' extension requests.

## FOURTH CLAIM FOR RELIEF

(Deprivation of Procedural Due Process
Under 42 U.S.C. § 1983)
67. Petitioners reallege and incorporate by reference Paragraphs 1 through 66.
68. By its acts in delaying approval of plot plan amendments and grading permits and unjustifiably denying these approvals and permits for the 020 Parcel and the 003 Parcel, and placing a "hold" on the 002 Parcel, the County knowingly and intentionally deprived Sound Garden, Capital State and Brown Derby of their rights under the United States Constitution and laws, including, but not limited to, 42 USC § 1983, and acted in conscious disregard to Sound Garden, Capital State and Brown Derby's clearly established rights. The County's actions, on their face and as applied to the 020 Parcel, 002 Parcel and the 003 Parcel; constitute a violation of Sound Garden's, Capital State's and Brown Derby's rights to procedural due.process under the United States Constitution because:
A. The County delayed approval of the plot plan amendments for the 020 Parcei and the 003 Parcel, and unjustly denied approval, pursuant to a County policy of preserving these Parcels, as well as the surrounding property, as open space. The County's goal to preserve these Parcels and the surrounding land as open space. As a result of the County's actions, the plot plan approval for the 003 Parcel expired and the plot plan approval for the 020 Parcel is near expiration. By the County's actions in delaying and unjustly denying approval of the plot plan amendments, the County deprived Sound Garden and Brown Derby of property interests protected by the constitution;
B. Sound Garden and Brown Derby were continually given new reasons at the time of each submission of their plot plan amendment applications and grading permit applications for the County's decision not to approve the applications. These reasons could have and should have been given by the County at their initial submissions. As a result, Sound Garden and Brown Derby were not afforded the opportunity to cure any of the alleged issues prior to the expiration of the plot plan approval for the 003 Parcel and the 020 Parcel;

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C. The hold that has been applied to the 002 Parcel is preventing Capital State from submitting a plot plan amendment application for this parcel. Notwithstanding the inexplicable hold on the 002 Parcel, the plot plan approval for this parcel is set to expire on April 19, 2008.
D. The County failed to make any findings of fact or law that justified the delay in approving the plot plan amendment applications, and the grading permit applications or the administrative hold;
E. The County's actions were based upon criteria and/or standards that were either nonexistent or vague and ambiguous and cannot be comprehended; and
F. The County's actions fail to substantially advance a legitimate State interest because such actions were not required nor warranted based upon the conditions under the jurisdiction of the County.
69. As a direct and proximate result of the actions of the County, Sound Garden, Capital State and Brown Derby have been damaged in an amount in excess of $\$ 1,500,000.00$, and have incurred attorneys' fees which they are entitled to recover pursuant to 42 U.S.C. § 1988.

## FIFTH CLAIM FOR RELIEF

(Deprivation of Substantive Due Process
Under 42 U.S.C. § 1983)
70. Petitioners reallege and incorporates by reference Paragraphs 1 through 69.
71. By its acts in delaying approval of plot plan amendments and grading permits and unjustifiably denying these approvals and permits for the 020 Parcel and the 003 Parcel, the County knowingly and intentionally deprived Sound Garden and Brown Derby of their rights under the United States Constitution and laws, including, but not limited to, 42 USC § 1983, and acted in conscious disregard to their clearly established rights. In addition, by imposing a hold on the 002 Parcel, the County knowingly and intentionally deprived Capital State of their rights under the United States Constitution and laws, including, but not limited to, 42 USC § 1983, and acted in conscious disregard to their clearly established rights. The County's actions, on their face and as applied to the

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020 Parcel, the 002 Parcel and the 003 Parcel, constitute a violation of Sound Garden's, Capital State's and Brown Derby's rights to substantive due process under the United States Constitution. The County's hold on the 002 Parcel and the delay in approving the plot plan amendments and grading permits and unjustifiable denial of these approvals and permits for the 020 Parcel and the 003 Parcel were irrational, arbitrary and unreasonable because:
A. The County had no basis in law to deny the plot plan amendments and the grading permits. The County's actions were politically motivated, as evidenced by the County's involvement every step of the way, including in the procurement of a exploratory permit from the City of Calabasas, and evidence a clear attempt to make the development of the Parcels infeasible in furtherance of its desires to preserve the Parcels as open space;
B. Sound Garden and Brown Derby made amendments to their plot plan amendment applications in accordance with the Guidelines despite the fact that they were exempt from these regulations, but the County still denied their applications.
C. Sound Garden made revisions to its grading permit application in accordance with the County's comments, but the County still found a reason to deny it.
D. The hold that has been applied to the 002 Parcel is preventing Capital State from submitting a plot plan amendment application for this parcel. Notwithstanding the inexplicable hold on the 002 Parcel, the plot plan approval for this parcel is set to expire on April 19, 2008.
72. The County's actions were a blatant attempt to require Sound Garden, Capital State and Brown Derby to satisfy conditions to which they were not subject, which were not reasonably related to the impacts created by the project, and which bore no real or substantive relation to the public health, safety, morals, and general welfare because:
A. The County's actions were contrary to the requirements of State law and the Zoning Code and were an invalid exercise of the County's police power;
B. The County's actions prevented Sound Garden, Capital State and Brown Derby from developing their Parcels as had been previously approved;
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C. The County's actions fail to substantially advance any legitimate state interest because its actions were not required or warranted based upon conditions within the its jurisdiction. The County's actions were improperly based upon the County's goals of preserving the Parcels as open space;
D. The County's actions were undertaken without adequate study or findings.
73. As a directand proximate result of the County's actions, Sound Garden, Capital State and Brown Derby have been damaged in an amount in excess of $\$ 1,500,000.00$, and has incurred attorneys' fees which it is entitled to recover pursuant to 42 U.S.C. § 1988.

## SIXTH CLAIM FOR RELIEF

(Deprivation of Equal Protection of the Laws
Under 42 U.S.C. § 1983).
74. Petitioners reallege and incorporate by reference Paragraphs 1 through 73.
75. By its acts in delaying approval of plot plan amendments and grading permits and unjustifiably denying these approvals and permits for the 020 Parcel, the 002 Parcel and the 003 Parcel, the County knowingly and intentionally deprived Sound Garden, Capital State and Brown Derby of their rights under the United States Constitution and laws, including, but not limited to, 42 USC § 1983, and acted in conscious disregard to their clearly established rights. The County's actions, on their face and as applied to the 020 Parcel, the 002 Parcel and the 003 Parcel, constitute a violation of Sound Garden's, Capital State's and Brown Derby's rights to equal protection under the United States Constitution, as set forth in Village of Willowbrook v. Olech, 528 U.S. 562, 564 (2000), because:
A. Sound Garden, Capital State and Brown Derby were intentionally treaded differently from other similarly situated property owners pursuant to an informal policy to achieve the County's goal of preserving the 020 Parcel, the 002 Parcel and the 003 Parcel, as well as other surrounding property, as open space. To achieve that goal, the County and its employees took certain actions against Sound Garden, Capital State and Brown Derby to make it as hard and as financially infeasible for them to develop their land as possible. The County intentionally singled Sound Garden,

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Capital State and Brown Derby out for discriminatory treatment by delaying approval of their plot plan amendments and grading permits and unjustifiably denying these approvals and permits;
B. The County's actions required Sound Garden, Capital State and Brown Derby to agree to conditions, to follow the Guidelines, and to obtain approvals, including Fire Department compliant access, which were not imposed on all properties similarly situated in the County's jurisdiction. The County made an irrational distinction between property it wanted to preserve as open space and other property; and
C. There is no legitimate or rational basis for the difference in treatment. The County's actions have no basis in law and were politically motivated, as evidenced by the County's involvement every step of the way, including in the procurement of a exploratory permit from the City of Calabasas.
76. In addition, Capital State was intentionally treaded differently from and subjected to much greater scrutiny that other similarly situated property owners connection with the grading of the pilot road on the 002 Parcel. There is no legitimate or rational basis for the difference in treatment. The County's actions have no basis in law and were politically motivated, as evidenced by the County's involvement every step of the way, as evidenced by the grading plan checker's comment during the construction that the "Board of Supervisors is on this one."
77. By virtue of the foregoing, the County, acting under the color of the laws of the State of California, and the laws, regulations and customs of the County, deprived Sound Garden, Brown Derby and Capital State of their rights and privileges secured by the United States Constitution and laws, including, but not limited to, denying them equal protection under the law.
78. As a direct and proximate result of the foregoing, Petitioners have been damaged in the amount of at least $\$ 1,500,000.00$ as will be proven at trial. Petitioners are further entitled to their attorneys' fees pursuant to 42 USC § 1988.

23
VERIFIED PETTTION FOR WRTT OF MANDATE AND COMPLAINT

## SEVENTH CLAIM FOR RELIEF

(Inverse Condemnation)
79. Petitioners reallege and incorporate by reference Paragraphs 1 tbrough 78.
80. Article 1, Section 19 of the California Constitution expressly forbids the County from acting in any manner which results in a taking or damaging of private property without payment of just compensation.
81. The County's delaying approval of plot plan amendments and grading permits and unjustifiably denying these apprqvals and permits for the 020 Parcel, the 002 Parcel and the 003 Parcel, which clearly comply with County requirements and all applicable laws, amounts to a regulatory taking of private property without compensation.
82. On their face and as applied to the Property, the County's actions do not substantially advance any legitimate State interest because:
A. The County'sactions were arbitrary and contrary to State law and the County Zoning Code which exempt plot plan approval applications complete as of the effective date of the Ordinance from the provisions of the Ordinance;
B. State law and the County Zoning Code do not contemplate subjecting amendments to plot plan approvals to the Ordinance;
C. The County's actions have caused the plot plan approval for the 003 Parcel to expire and the plot plan approval for the 020 Parcel to almost expire without justification;
D. The County's hold on the 002 Parcel is preventing Capital State from developing the Parcel.
E. The County's actions bear no real or substantive relation to the public health, safety and welfare. The burdens on the County's jurisdiction resulting from the Parcels are no greater than those imposed by other similar properties in the jurisdiction of the County and therefore do not justify the County's arbitrary actions in delaying approval of plot plan amendments and grading permits and unjustifiably denying these approvals and permits. Similarly situated landowners in the jurisdiction were permitted to develop without being subject to the Ordinance and the Guidelines, and $1 / 1$

VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLANNT
to were issued grading permits without having to obtain approvals, including Fire Department compliant access.
F. The County's actions fail to substantially adyance a legitimate State interest because such actions were not required nor warranted based on the laws and conditions under the jurisdiction of the County. The County's actions were motivated by its desire to preserve the Parcels as open space;
G. The County's actions were not based on proper findings. The County failed to adopt adequate findings describing the reasons that the plot plan amendment applications and grading permits could not be approved. Though Sound Garden and Brown Derby protested the conditions the County sought to impose, including the Guidelines, they amended their applications accordingly. The County, however, still refused to approve their applications. There is an insufficient nexus between the County's actions and the objectives the County is seeking to advance; and
H. There is no legitimate or rational basis for the County's actions. The County arbitrarily imposed conditions and regulations on the Parcels that the County knew did not apply to the Parcels pursuant to the Zoning Code and other applicable laws. The County did so for political reasons, including to preserve the Parcels as open space for public use.
83. The County's actions deprived Sound Garden, Capital Ștate and Brown Derby of all reasonable beneficial economic use and of the marketability their Parcels. By its actions, the County has made it impossible both economically and legally for Sound Garden, Capital State and Brown to beneficially develop and use the Parcels.
84. The County's actions directly caused the value of the Parcels rendering each unusable. The County's refusal approve the plot plan amendments and refusal to grant extensions on the plot plan approvals without legal basis is equivalent to a physical appropriation of the Parcels by the County. Petitioners invested millions of dollars on the Parcels in reasonable reliance on the previous plot plan approvals and in reasonable reliance that the County would treat the plot plan amendments as exempt from the Ordinance. The County's actions denied Sound Garden, Capital State and Brown Derby all economically viable use of the Parcels.

VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT
85. The County's actions have resulted in a temporary taking of the 002 Parcel, the 003 Parcel and the 020 Parcel in violation of Article 1, Section 19 of the California Constitution. Sound Garden, Capital State and Brown Derby are entitled to just compensation in the amount of at least $\$ 1,500,000.00$ as will be proven at trial.

## EIGHTH CLAIM FOR RELIEE

(Vested Rights)
86. Petitioners Capital State and Sound Garden reallege and incorporate by reference Paragraphs 1 through 85.
87. Petitioners Capital State's and Sound Garden's predecessors-in-interest were all granted plot plan approvals for their respective Parcels.
88. Petitioners Capital State and Sound Garden performed substantial work and incurred substantial liabilities in retaining architects, engineers, and consultants to prepare thie grading and building plans and conduct the preliminary development work on the Parcels in reliance on the plot plan approvals.
89. In addition, Petitioner Capital State commenced grading pursuant to a permit issued by the County on April 5, 2007, and graded a pilot road from Calabasas Peak Motorway to the building pad site on the 002 Parcel. Capital State constructed this road on the 002 Parcel pursuant to the plot plan, in accordance with the provisions and conditions of the grading permit issued to it by the County and with all required inspections and approvais.
90. Capital State performed substantial work and incurred substantial liabilities in grading the pilot road on the 002 Parcel.
91. Sound Garden was granted an exploratory permit to perform geological testing on the 020 Parcel. Sound Garden performed substantial exploratory testing on the 020 Parcel in accordance with the provisions and conditions of the permit issued to it by the City of Calabasas and has obtained all required inspections and approvals.
92. Pursuant to California law, Petitioners Capital State and Sound Garden have a vested right to complete the approved projects on Parcel 002 and 020 , respectively.

VERIFIED PETTTION FOR WRIT OF MANDATE AND COMPLAINT
93. Petitioners Capital State and Sound Garden have exhausted all administrative remedies and have no other plan, speedy or adequate remedy at law.
94. Petitioners Capital State and Sound Garden are entitled to Writs of Mandate ordering the County to determine that each entity has a vested right to complete the approved project on Parcel 002 and 020 , respectively.

FRED GAINES
REBECCA THOMPSON
NOELLE V. BENSUSSEN
GAINES \& STACEY LLP


REBECCA A. YHOMPSON Attorneys for Plaintiffs SOUND GARDEN, LLC, BROWN DERBY, LLC, and CAPITAL STATE, LLC

STATEOF CALIFORNA COUNTY OF
I have rad the foregoing Verifiec efition for Writ of Mandate and oan Ant for: 1) Violation of Procedural Due Erocess: 2)Violation of Substantive Due Process ind know is contents. 3)Vidolation of Equal Proteqtiond 4) Taking of Property; and 5) Vested Rights

X CHECK APFLICABL E PARAGRAPH
I am a party to this action. The matrers stated in the loregoing dociment are true of my oun kitowitedge except as to those matters which are stated on informetion and bellet. and as to those matters I believe them to to lue
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apsinty to thls action, and am authorized to make this verification for and on its behalf, and i-miake this verifeation for that reason.
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Expuruedion. Felzuary 12,2008
at Commerce
, Califormia.



Recalved copy of document described as $\qquad$
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Theo or Priti Nama

PROOF OF SERVICE
STATE OF CALIFORNLA COUNTY OF
i an employed in the county of
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I am over the age of 18 and not a party to the wifthin action: my bursiness addrees fs: $\qquad$

On $\qquad$ I sarved the foregoftig documsent descorbed as $\qquad$

in this action by placting a true copy treneor enclosed in a sealed envelope addressed as follows:
$\square$ (BY MALL) i caused such envelope pastage theraon fulty prapald to be placad in the United Statesimall at $\qquad$
Executad on . Califomia.
$\qquad$ Calfomia. al Catfornies.
[BY PERSONAL SERVICE] I caused such emvabie to be defivered by hend to the offices of the addressee.
Exocuted on $\qquad$ at $\qquad$ California.

(Federal) I dedare that I am employed in the office of a member of tha bar of this count at whose direction the servica was made.

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Exhibit $A$

THE-WEST 660,00 FEET MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTH HALF OF.THE SOUTHEAST QUARTER, IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST SAN BERNARDINO MERIDIAN, COUNTY OF LOS ANOELES; STATE OF CALIFORNIA, ACCORDING TO THE PFFICIAL PLAT OF SAID LAND. SAID GAND IS ALSO SHOWN IN THE CERTIFICATE OF COOMPLIANCE RECORDED FEBRUARY 4, 2005, AS INSTRUMENT NO. 05272682, OF OFFICIAL RECORDS.

PARCEL 2:
AN EASEMENT FOR ROAD PURPOSES, PUBLIC UTILITIES, SEXERBAAND FOR SLOPE AND DRANAGE.PURPOSES OVER THAT PORTION OF THE EAST HALEGFSECTION 34, TOWNSHIP 1 THEREOF; INGLUDED WT, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF THE 60.00 FEET EASEMENT AS RESERVED IN THE QUITCLAIM DEED RECORDED OCTOBER 13, 1966, AS INSTRUMENT NO. 38 , IN BOOK D3452, PAGE 331, OF OFFICIAL RECORDS, DISTANT NORTHERLY ALONG THE ARC OF A CURVE, HAVING A RADIUS OF 180.00 FEET, A GENTRAL: ANGLE OF $37^{\circ} 27^{\circ} 20^{\circ}$.AND AN ARC LENGTH OF 117.67 FEET, AS DESCRIBED IN SAID LAST MENTIONED RESERVATION, AN ARC DISTANCE OF 39.27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 63 $35^{\prime} 00^{\circ}$ WEST 134.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOU'THEAST AND HAVING A RADIUS OF 100.00 FEET; THENGE SOUTHWESTERLY ALONG SAID-LAST MENTIONED CURVE THROUGH.A CENTRAL ANGLE OF $43^{\circ} 37^{\circ} 28^{\prime \prime}$ AN ARC DISTANCE OF 76.14 FEET; THENCE SOUTH $19^{\circ} 57^{\prime \prime} 40^{\prime \prime}$ WEST 142.97 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF:100.00 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVĖ THROUGH A CENTRAL ANGLE OF $38^{\circ} 16^{\circ} 54^{\prime \prime}$ AN ARC DISTANCE OF 66.81 FEET; THENCE SOUTH $58^{\circ} 14^{\prime} 34^{\circ}$ WEST 91.97 FEET TANGENT TO SAID LAST AENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONEB
 THENCE SOUTH $14^{\circ} 02^{\prime} 20^{\circ \prime}$ EAST 147.40 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONGAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $53^{\circ} 35^{\circ} 09^{\prime \prime}$ AN ARC DISTANCE OF 93.52 FEET; THENCE SOUTH $39^{\circ} 32^{\prime} 49^{\prime \prime}$ WEST 40.01 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONGAVE SOUTHEASTERLY AND HAVING A RADIUS OF 65.00.FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $35^{\circ} 15^{\circ}$. 06" AN ARC DISTANGE OF 39.99 FEET;THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH $4^{\circ} 27^{\prime} 43^{\prime \prime}$ WEST 224.88 FEET, TO THE BEGINNING OF A TANGENT CURVE CONGAVE WESTERLY AND HAVING A RADIUS OF 150,00 FEET; THENCE SOUTHERLY ALONG SAD LAST MENTIONED GURVE THROUGH A CENTRAL ANGLE OF $15^{\circ} 32^{\prime} 03^{\prime \prime}$ AN ARC DISTANGE OF 40.67 FEET; THENCEE SOUTTH $19^{\circ} 59^{\circ} 46^{\prime \prime}$ WEST 229.37 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 75.00 FEET ;

THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $54^{\circ} 33^{\prime} 13^{\prime \prime}$ AN ARC DISTANCE OF 71.41 FEET; THENCE SOUTH $34^{\circ} 33^{\prime} 27^{\prime \prime}$ EAST 18.69 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $31^{\circ} 43^{\prime \prime} 21^{\prime \prime}$ AN ARC DISTANGE OF 38.76 FEET; THENCE SOUTH $66^{\circ} 16^{\circ} 48^{\prime \prime}$ EAST 38.21 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND-HAVNG A RADIUS OF 70.00 FEET; THENGE SOUTHEASTERLY AL.ONG SAID LAST MENTIONED GURVE THROUGCH A CENTRAL ANGLE OF $51^{\circ} 08^{\circ} 09^{\prime \prime}$ AN ARC. DISTANCE OF 62.47 FEETT; THENGE NORTH $62^{\circ} 35^{\circ} 09 "$ EAST O.03 FEET TANGENT TO SAID LAST . AENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $35^{\circ} 15^{\prime} 16^{\prime \prime}$ AN ARC DISTANCE OF 36.82 FEET; THENCE NORTH $27^{\circ} 19^{\prime} 47^{\prime \prime}$ EAST 78:15 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE END OF SAID LAST MENTIONED CENTER LINE.

PARCEL 3 :
AN EASEMENT FOR ROAD PURPOSES, PUBLIC UTILITIES, SEWERS AND FOR SLOPE AND DRAINAGE PURPOSES OVER THAT PORTION OF SECTION 34, TOWNSHIP I NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, INCLUDED WITHIN A STRIP OF LAND 60.00 FEET WIDE, LYNG 30 FEET ON EITHER SIDE OF THE FOLLOWING DESGGIBED GENTER LINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ELSIE DRIVE, 30 FEET WIDE, AS SAID DRIVE IS SHOWN ONTHE MAP OF TRACT NO. 8560, RECORDED IN BOOK 109, PAGES 77 TO B0, INCLUSNE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE SOUTHERLY LINE OF SAID TRACT NO. 8550, SAID CENTER LINE HAVING A. BEARING OF NORTH $0^{\circ} 06^{\prime} 00^{\prime \prime}$ EAST FOR THE PURPOSES OF THIS DESCRIPTION; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY TANGENT TO SAUD CENTER LINE AND HAVNG A RADIUS OF. $70^{\circ}$ FEET, THROUGH A CENTRAL ANGLE OF $53^{\circ} 33^{\prime} 19^{\prime \prime}$; AN ARC DISTANCE OF 65.43 FEET; THENCE TANGENT TO SAID CURVE, SOUTH $533^{\circ} 27^{\prime} 19^{\prime \prime}$ EAST 63.11 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 235 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $44^{\circ} 08^{\prime} 14^{\prime \prime}$ AN ARC DISTANGE OF 181.03 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH $99^{\circ} .19^{\prime} 05^{\prime \prime}$ EAST 14.69 FEET TO THE BEGINNING OF A. TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 100 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 370 06' '52" AN ARC DISTANCE OF 64.78 FEET THENCE TANGENT TO SAID LAST. MENTIONED CURVE, SOUTH 460 $25^{\circ} 57^{\prime \prime}$ EAST 453.53 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING ARADIUS OF 100 FEET; THENGE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $60^{\circ} 02^{\prime} 44^{\circ}$ AN•ARC DISTANCE OF 104.80 FEET; THENCE TANGENT TO SAID LAST. MENTIONED CURVE, SOUTHं $13^{\circ} 36^{\prime} 47^{\prime \prime}$ WEST 79.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 180 FEET; THENGE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37® 27' $20^{\prime \prime}$ AN ARC DISTANCE OF 117.87 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH $23^{\circ} 50^{\prime} 33^{\prime \prime}$ EAST 61.27 FEET TO THE BEGINNING OF. A TANGENT CURVE CONGAVE NORTHEASTERLY AND HAVING A RADIUS OF 145 FEET;

LEGAL DESCRIPTION CONTINUED

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL: ANGLE OF $82^{\circ} 33^{\circ} 59^{\prime \prime}$. AN ARC DISTANCE OF 208.95 FEET TO THE BEG $N$ NNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF- 120 FEET; THENCE SOUTHEASTERLY ALONG SAD REVERSE CURVE THROUGH A CENTRAL ANGLEOF $94^{\circ} 09^{\circ} 27^{\circ}$ AN ARC DISTANOE OF $197.2^{\circ}$ FEET TOTHE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $113^{\circ} 39^{\prime} 24^{\prime \prime}$ AN ARC DISTANCE OF 99.18 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 131 FEET; THENCE NORTHEASTERLY ALONG SADD COMPOUND CURVE THROUGH A CENTRAL ANGLE OF $27^{\circ} 29^{\prime} 42^{\circ}$ AN ARC DISTANCE OF 58.29 FEET TO THE BEGINNING OFA REVERSE CURVE CONGAVE SOUTHEASTERLY AND HAVNG A RADIUS OF 243 FEET; THENGE NORTHEASTERLY AND EASTERLY ALONG SAID LAST.MENTIONED REVERSE CURVE THROUGH A CENTRAL ANYLE OF 680 51' $30^{\circ \prime}$ AN ARC DISTANCE OF 294.44 FEET; THENCE TANGGENT TO SAID LAST MENTIONED CURVE, SOUTTH $82^{\circ} 31^{\circ} 66^{\circ}{ }^{\prime \prime}$ EAST' $573.95^{\prime \prime}$ FEET TO A POINT IN THE CENTER LINE OF OLD TOPANGA CANYON ROAD, 50 FEET WIDE, AS DESCRIBED IN A DEED RECORDED OCTOBER 14, 1926, AS INSTRUMENT NO. 1776, IN BOOK 6029, PAGE 393, OF OFFICLAL RECORDS.

SAID EASEMENT TO TERMINATE NORTHERLY IN SAID SOUTHERLY LINE OF TRACT NO. 85E்0, AND TO TERMINATE EASTERLY IN THE WEBTERLY LINE OF SAID OLD TOPANGA CANYON ROAD.

# Exhibit B 

PARCEL 1:
LOT 3 BEING THE FRACTIÖNAL NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEOTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICLAL. PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31, 1896.

## PARCEL 2:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST HALF OF SECTION 34 AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND. SAID EASEMENT IS UNLOCATED.

# Exhibit 

PARCEL 1:

LOT 2 OF THE NORTHEAST QUARTER OF SECTION 3, TOWHSHIP 1 SOUTH, RANGE 17 WEST; SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS AN'GELES, STATE OF CALIFORNIA ACGORDING' TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31, 1896.

SAID. LAND IS ALSO SHOWN IN,THE CERTIFICATE OF COMPLIANCE APRIL 8, 2005 AS INSTRUMENT NO. 05-818628, OFFICIAL RECORDS.

## PARCEL 1A:

AN EASEMENT AND RIGHT OF WAY, 40 FEET IN WIDTH FOR INGRESS AND EGRESS, ROADWAY, UTILITY AND OTHER INCIDENTAL PURPOSES ACROSS GOVERNMENT LOT 3 OF SECTION 3, TOWNSHIP I SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SADD LAND. SAID EASEMENT IS UNLOGATED.


1. TO THE CLERK: Please"diemles this action as follows:
a (1) $\square$. With profudide
(2) W Without prejudice
b. (1) $\qquad$ Complaint
(2) $\square$ Petition
(3) $\square$ Cross-complaint filed by (name): on (data):
(4) $\square$ Croso-complalint flied by (name): on (date):
(5) $\bar{x}$ Entire action of all parties end all causes of action (6) $\qquad$ Other (specify):*

Date: October 29, 2008
.Rebecca A. Thompson
…......



2. TO THE CLERK: Consent to the above dismissal is hereby given.**

## Date:



## PROOF OF SERVICE

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 16633 Ventura Boulevard, Suite 1220, Encino, CA 91436-1872.

On October 29, 2008, I served the foregoing documents described as Request for Dismissal

On all interested parties in this action by placing the original or a true copy thereof enclosed in a sealed envelope addressed as follows:

Elaine Lemke
Principal Deputy County Counsel
County of Los Angeles
648 Kenneth Hahn Hall of Administration 500 West Temple Street
Los Angeles CA 90012:2713.
[X] (BY MAIL):I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under the practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
] (BY OVERNIGHT MAIL):I am "readily familiar" with the firm's practice of collection and processing correspondence for overnight mailing. Under the practice it would be deposited with Federal Express Service on that same day fully prepaid at Encino, California in the ordinary course of business.
] (BY FACSIMILE) I caused the above document to be transimitted by facsimile machine, (818).933-0222, pursuant to California Rules of Court, Rule 2008. The total number of faxed pages (including the Proof of Service and Facsimile Transmission Cover) that were transmitted was $\qquad$ . The facsimile machine I used complied with Rule 2003(3) and no error was reported by the machine. Pursuant to Rule 2008(e), I caused the machine to print a record of the transmission, a copy of which is attached to this declaration. Said transmission occurred as stated in the transmission record attached hereto and was directed as stated above.
[ ] (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the following office: I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and çorrect.

Executed on October 29, 2008, at Encino, California.


| From: | Lemke, Elaine [elemke@counsel.lacounty.gov] |
| :--- | :--- |
| Sent: | Friday, October 31, 2008 11:16 AM |
| To: | Gutwein, John; Paidar, Nooshin; Claghorn, Richard; Hunter, Dennis; Natoli, Gina |
| Cc: | McClendon, Bruce; Weiss, Richard; Lin, Annie; Yourn, Casey; 'Saltsman, Ben' |
| Subject: | FW: Emailing: Sound Garden Request for Dismissal |
| Attachments: | Sound Garden Request for Dismissal.PDF |
| Importance: | High |

ATTORNEY-CLIENT COMMUNICATION--PRIVILEGED AND CONFIDENTIAL--Please take all necessary steps to ensure the continued confidentiality of this e-mail

All:
Attached is the request for dismissal of the Sound Garden writ/complaint filed by the petitioners/plaintiffs this week. All the requested dismissal is "without prejudice", due to statute of limitations issues, the case is likely done for good.

You may recall that this case involved three parcels in the Santa Monica Mountains along Calabasas Peak Motorway for which plot plans had been approved prior to the passage of the Santa Monica Mountains ridgeline and grading ordinance for the North Area Plan. Those projects were thus "grandfathered" and not subject to the new grading and ridgeline provisions. However, they had not completed their projects (or obtained all grading permits let alone a building permit) prior to the expiration date of the plot plan approvals (and a one-year extension).

They sought further extensions or a determination that their plans were vested and each also sought modification of their projects. These requests were denied because the plans were substantially different from the originally-approved plans and did not qualify as vested or for an extension.

Both public works and planning were involved--petitioners contended that both departments delayed processing various applications (e.g. grading permits) so that their approvals would expire and that Planning improperly interpreted both the grandfather provision and whether or not their revised plans substantially complied with the planning department's policy for allowing modification from original plans.

Petitioners' counsel advised that the reason the case was abandoned was due to the faltering economy. I suspect, however, that they also realized their cases had serious weaknesses-such as the fact that they submitted an application to Public Works for retaining walls only the day before their plot plan was to expire. They had tried to use a proposed settlement of this case (including donation of all three parcels to open space) in exchange for allowing a seven-unit subdivision further down Calabasas Peak Motorway, an offer that we rejected. When that was rejected, they had to go forward with the writ, which the court set for hearing in February 2009, meaning they would have to expend money preparing three separate briefs for each parcel.

I suspect that new applications may ultimately be submitted for one or all three of these parcels. When they are, let's remember some things like the access issue (at least one of the parcels does not appear to have any access to a road or street) and the fact that Calabasas Peak Motorway is an unpaved trail, not a road, a fact that the petitioners neglected to reflect on their previous plot plans.

Thank you to public works and planning for pulling all of your information together and organizing it to help us understand the issue.

Elaine Lemke
Principal Deputy County Counsel
Los Angeles County Counsel's Office
(213) 974-1930
elemke@counsel.lacounty.gov

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-----Original Message--.--
From: Navarro, Veronica
Sent: Friday, October 31, 2008 10:51 AM
To: Lemke, Elaine
Subject: Emailing: Sound Garden Request for Dismissal Importance: High

Per your request.



SPACE ABOVE THIS LINE FOR RECORDER‘S USE $\qquad$

## TITLE(S)



RECORDING REQUESTED BY
Department of Regional Planning
320 Weat Temple Sireet
Room 1380, Hall of Records Los Angeles, California 80012

## AND WHEN RECORDED MAIL TO

Name: R.A. Eigenbrodt
$\qquad$

Street: 14651 Round Valley
City: Sherman Oaks, CA

SPACE ABOVE fHIS LINE FOR RECORDER'S USE

## CERTIFICATE OF COMPLIANCE

## REQUEST FOR CERTIFICATE OF COMPLIANCE

IWe the undersigned owner(s) of record (and/or vendee(s) pursuant to a contract of sale) in the following described property within the unincorporated territory of the County of Los Angeles, hereby REQUEST the County of Los Angeles to determine if said property described below complies with the provisions of the Subdivision Map Act (sec. 66410 et seq., Government Code, State of Califomia) and


ROBERT ELGENBGODT DORUS EIGENBRODT
Name (Typed or Printed)


Date


## LEGAL DESCRIPTION

Government Lat 3, of the fractional Northweat Quarter of Section 3, Township 1 South, Range 17 Weat, Ban Bernardino Base Merlifin, in the County of Los Angelas, State of Calfformia, according to the Offictal Plat of eaid fand filed in the District Land Office on August 31, 1896.

## CERTIFICATE OF COMPLIANCE CONTINUATION

## CERTIFICATE OF COMPLIANCE NO.:

RCOC 200400247

APN: 4455-008-003

## NOTES:

Compliance with Fire Zone 4 (Very High Fire Hazard Severity Zone) access requirements wlll be required prior to the issuance of building permits.

## THIS CERTIFICATE DOES NOT CONSTITUTE A BUILDING PERMIT

Prior to authorization to build on this property, the applicant will be required to conform to the County Building regulations Such regulations include, but are not limited to; programs for appropriate sanitary sewage disposal, water supply for domestic use and fire suppression.

GEOLOGIC, soils and/or Drainage Conditions may exist on the subject property, which could limit development or necessitate that remedial measures be taken in order to obtain a Building Permit.

DETERMINATION OF COMPLIANCE.
NOTE:
This determination DOES NOT GUARANTEE that the subject property meets current design and improvement standards for subdivided parcels. Prospective purchasers should check site conditions and applicable development codes to determine whether the property is suitable for their intended use.

## CERTIFICATE OF COMPLIANCE

Pursuant to the provisions of the Subdivisions Map Act (Sec. 66410 et . Seq., Government Code, State of California) and the County Subdivision Ordinance (Title 21 of the Los Angeles County Code). I hereby certify that I have reviewed the above-described division of real property and have found it to be in conformance with all requirements of the Subdivision Map Act and of the County Subdivision Ordinance.


|  |   <br> WHEN RECORDED MAIL TO  |
| :--- | :--- |
| Name: $\quad$ R.A. Eigentrödt and Doris Eigenbrodt |  |
| Mailing |  |
| Address: | 14051 Round Valley |
| City. State |  |
| Zip Code: |  |

JAN 142005
$\qquad$

## TITLE(S)

## Certificate of Compliance

RECORDING REQUESTED BY
Department of Regional Planning
320 West Temple Street
Room 1380, Hall of Records
Los Angeles, Callfornia 90012

AND WHEN RECORDED MAIL TO $\qquad$
Name: R.A. Eigenbrodt
Street: 14651 Round Valley
City: Sherman Oaks, CA
space above this line for recorder's usie

## CERTIFICATE OF COMPLIANCE

## REQUEST FOR CERTIFICATE OF COMPLIANCE

We the undersigned owner(s) of record (and/or vendee(s) pursuant to a contract of sale) in the following described property within the unincorporated territory of the County of Los Angeles, hereby REQUEST the County of Los Angeles to determine if said property described below complies with the provisions of the Subdivision Map Act (sec. 66410 et seq., Government Code, State of Califomia) and


## LEGAL DESCRIPTION

Govamment Lof 3, of the fractionai Northwest Quarter of 8ection 3, Townshlp 1 South, Painge 17 Weat, San Bermardino Bawe Meridian, in the Courty of Los Angeles, State of Callfornia, according to the Official Plat of abid land filed in the District Land Office on Auguet 31, 1896.

# CERTIFICATE OF COMPLIANCE CONTINUATION 

## CERTIFICATE OF COMPLIANCE NO.:

RCOC 200400247

APN: 4455-008-003

NOTES:
Compliance with Fire Zone 4 (Very High Fire Hazard Severity Zone) access requirements will be required prior to
the issuance of bullding permits.
THIS CERTIFICATE DOES NOT CONSTITUTE A BUILDING PERMIT
Prior to authorization to build on this property, the applicant will be required to conform to the County Building regulations. Such regulations include, but are not limited to; programs for appropriate sanitary sewage disposal, water supply for domestic use and fire suppression.

GEOLOGIC, soils and/or Drainage Conditions may exist on the subject property, which could limit•development or necessitate that remedial measures be taken in order to obtain a Building Permit.

> DETERMINATION OF COMPLIANCE.

NOTE:
This determination DOES NOT GUARANTEE that the subject property meets current design and improvement standards for subdivided parcels. Prospective purchasers should check site conditions and applicable development codes to determine whether the property is suitable for their intended use.

## CERTIFICATE OF COMPLIANCE

Pursuant to the provisions of the Subdivisions Map Act (Sec. 66410 et. Seq., Government Code, State of California) and the County Subdivision Ordinance (Title 21 of the Los Angeles County Code). I hereby certify that I have reviewed the above-described division of real property and have found it to be in conformance with all requirements of the Subdivision Map Act and of the County Subdivision Ordinance.


## JAN 142005



SPACE ABOVE THIS LINE FOR RECORDER'S USE $\qquad$

## TITLE(S)

## Certificate of Compliance

RECORDING REQUESTED BY
Department of Regional Planning
320 West Temple Street
Room 1360, Hall of Record
Los Angeles, California 90012

AND WHEN RECORDED MAIL TO
Name: R.A. Eigenbrodt

SPACE ABOVE THIS LANE FOR RECORDER'S USE

## CERTIFICATE OF COMPLIANCE

## REQUEST FOR CERTIFICATE OF COMPLIANCE

We the undersigned owners) of record (andfor vendees) pursuant to a contract of sale) in the following described property within the unincorporated territory. of the County of Los Angeles, hereby REQUEST the County of Los Angeles to determine if said property described below complies with the provisions of the Subdivision Map Act (sec. 66410 et seq., Government Code, State of California) and the Los Angeles Corr, Title 21 (Subdivisions)


Name (Typed or Printed)


Signature

Name (Typed or Printed)
$\qquad$

## LEGAL DESCRIPTION

Government Lot 3, of the fractional Northwest Quarter of Section 3, Township 1 South, Range 17 Went, San Bomardino Base Meridian, tn the County of Los Angeles, State of California, according to the Official Plat of said land filed in the District Land Office on August 31, 1890.

## CERTIFICATE OF COMPLIANCE CONTINUATION

## CERTIFICATE OF COMPLIANCE NO.:

RCOC 200400247

APN: 4455-008-003

## NOTES:

Compliance with Fire Zone 4 (Very High Fire Hazard Severity Zone) access requirements will be required prior to the issuance of building permits.

## THIS CERTIFICATE DOES NOT CONSTITUTE A BUILDING PERMIT

Prior to authorization to build on this property, the applicant will be required to conform to the County Building regulations. Such regulations include, but are not limited to; programs for appropriate sanitary sewage disposal, water supply for domestic use and fire suppression.

GEOLOGIC, soils and/or Drainage Conditions may exist on the subject property, which could limit development or necessitate that remedial measures be taken in order to obtain a Building Permit.

DETERMINATION OF COMPLIANCE.
NOTE:
This determination DOES NOT GUARANTEE that the subject property meets current design and improvement standards for subdivided parcels. Prospective purchasers should check site conditions and applicable development codes to determine whether the property is suitable for their intended use.

## CERTIFJCATE OF COMPLIANCE

Pursuant to the provisions of the Subdivisions Map Act (Sec. 66410 et. Seq., Government Code, State of Califomia) and the County Subdivision Ordinance (Title 21 of the Los Angeles County Code). I hereby certify that I have-reviewed the above-described division of real property and have found it to be in conformance with all requirements of the Subdivision Map Act and of the County Subdivision Ordinance.

DEPARTMENT OF REGIONAL PLANNING County of Los Angeles
James Hart
Director of Planning
DEPARTMENT OF REGIONAL PLANNING


Title Administrator, Current Planning Division


## RCOC 200400247



Note: This map represents a quick representation of spatial imagery or vector layers using GIS-NET. The map should be interpreted in accordance with the disclaimer statement of GIS-NET.

GIS-NET, Los Angeles County Dept. of Regional Planning

NATIONAL TITLE DIVISION or imit meurance amd thurs company


LOS ANGELES S. CALIF. DUnKing 5.4:2!


## Grant Deed



MaRGARET F. BALLy, a widow, also known as Margaret fires Bally

ROBERT A. EIGENBRODT, a married man, as his separate property
We followithe Nocribed real property in the
constr of Los Angeles . Marron california:

Lot 3 being the fractional northeast quarter of the northwest quarter of Section 3, Township 1 South, Range 17 West, San-Bernardino meridian in the county of los Angeles, state of California, according to the official plat of said land filed in the district land office August 31, 1896.

Subject co:

1. Taxes for the fiscal year 1961-1962, a lien not yet payable.

Dated: $\qquad$ March_9.-19.5.1 $\qquad$
 $\qquad$ 15
 Armory Margaret Fares Badly $\bar{\square}$


Signory Pilate in and for cid Conomity ant State
 Acknomitedgment must br "ar:.
Tile Order No.

$\qquad$
Escrow Na. $\qquad$

## 991695950



## TITLE(S)

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|  | 2 |  |  |  |  |  |  |  |

EXAMINERS INT

Assessor s idenilication Number (AIN)

To Be Completed By Examiner Or Tite Company In Black Ink

$$
4455-008-003
$$

Number of Parcels Shown


## RECORDING REQUESTED BY:

R.A. Eigenbrodt and
R.A. Eigenbrodt and Doris Eigenbrodt, Trustees of the R.A. and Doris Eigenbrodt
14651 Round Valley Dreamily Trust
Sherman Oaks, CA 91403 Escrow No.
Title Order No.
APN: 4455-008-003


SPACE ABOVE THIS LINE FOR RECORDERS USE


## QUITCLAIM DEED

The undersigned grantor(s) declares)
Documentary transfer tax is $\$$ None* $\qquad$ City $\operatorname{tax} \$$
I $\quad$ computed on full value of property conveyed, or
I 1 computed on full value less value of liens or encumbrances remaining at time of sate. 1 Unincorporated Area City of $\qquad$
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, R.A. Eigenbrodt and Doris Eigenbrodt, husband and wife as community

FOR A VAL
R.A. El
property
hereby remise
hereby remises, releases and quitclaims to
R.A. Eigenbrodt and Doris Eigenbrodt, Trustees of the R.A. and Doris Eigenbrodt Family Trust dated March 17, 1999
the fallowing described read property in the City of
County of Los Angeles
State of California:
Lot 3 being the fractional northeast quarter of the northwest quarter of section 3, Township 1 South, Range 17 West, San Bernardino meridian In the County of Los Angeles, State of California, according to the official plat of said landfiled in the District Land Office August 31,1896.
*This conveyance transfers grantors interest into their revocable living trust. R\&T 11911,11930 and $62(\mathrm{~d})$.
dated.


STATE OF CALIFORNIA
COUNTY OF Los Angeles
$\qquad$ _ before me, personally appeared



Prepare and assemble the following package:

1. This form with the above portion completed. CONSULTATION with staff RECOMMENDED
2. One completed REQUEST FOR CERTIFICATE OF COMPLIANCE (white document). Request must be signed by all owners and vendees of record. The legal description as shown on the Deed or Contract of Sale must be TYPED on forms provided. TYPE return address in tip left hand comer. DO NOT USE COPIED FORMS. Please do not type outside form margins.
3. Legible coles of the latest RECORDED Grant Deed or Contract of Sale showing current ownership. Include the Title Policy if available.
4. If parcel is improved, induce a copy of a PLOT PLAN, fully dimensioned on an $81 / 2$ " by $11^{\text {" }}$ sheet showing entire parcel, all improvements and parcel area in square feet.
5. Copy of the latest TAX BILL and ASSESSOR'S MAP.
6. An initial filing fee of $\$ 811$ (effective 3-1-04) payable to the COUNTY OF LOS ANGELES. Parcels in noncompliance with Subdivision or Zoning regulations MAY INCUR ADDITIONAL COSTS.
7. Submission of a BUILDING PERMIT for a PRINCIPAL BUILDING on the Property and PROOF of PHYSICAL and LEGAL ACCESS will make this CERTIFICATE of COMPLIANCE UNCONDITIONAL.

> OPTIONAL:

Copies of documents supporting original creation of this parcel (egg. Grant Deeds, Contracts of Sale, Records of Survey or Certificates of Exception) NOTE: ABOVE USTED OPTIONAL DOCUMENTS are NOT REQUIRED but PROOF of PARCEL CREATION Prior to MARCH 4, 1972. MAY PRIORTIZE PROCESSING.

SUBMIT completed package to:
Los Angeles County Department of Regional Planning Land Division Research and Enforcement Section 320 West Temple Street (Hall of Records, Room 1360) Los Angeles, CA 90012 Phone: (213) 974-6458 (Mon-Thurs)

Be sure that your submitted package is complete before filing. Incomplete submissions will be returned. Call for information, (213) 974-6458, if in doubt.
$R 2004-00859$
FOR OFFICE USE ONLY

oNO VIOL, UNIMP. PROP, WILL PUT ACCESS REQ.
NITE ON COFL PER PAUL mCCARTHY.

 the subject property. within feet of the centerline for the the medius at the intersection of said right-of-vay.
2. OFFER aid private/ene future siret right-of-vay as Easement for Section Township end the General. public.

to the County forester and fire warden, with minimum width of 24 feet, to coincide with Legal Vehicular Access to a. Public Street. SkjusFictory to the Planning Director.
PROVIDE EVJDENEE OF FAYED Vehicular Access vith a minimum width of 24 feet, to radncide with legal vehicular accoas to a pobitc street, SATiSFACTORY to the Planning Director. DEDICAFE to the County tho Right-to-Restrict-Accesa frow the subject property to Notvithetending eng other provisions of. this Document, el l-xighto.tonyehicular idycese to the property not ter denied described herein. comply with county zoning requirements for undar-.sizod parcels, for zone
No building permits villi be leaved until such compliance
CONFER VIth LAND DEVElOPMENT COORDINATING CENTER TE. Director's.keviev -. .jot line גcjuetment - zone Change or. Comply with County boning reguirementa for Under-Sized parcels, for zone
No todiding peridot pill be issued until such compliance ia resolved. submit. mp sproved Building Permit for an existing principal structured on the property, or CONFER vith land DENCROSNLTT COORDZNATHG -CENTER TE:
Director's Review - Lot Line Adjustment - Zone Chenge.or Variance.

## helpers.

Prior to authorization to build on this proeprity, the applicant will be required to conform to the County building regulations. such regulations include; but are not limited to; programs for appropriate Sanitary Sevage Disposal, hater supply for Domestic use and fire Suppression:
groliogic, soils. and/or. Drainage conditions may exist on the subject property which could limit development or necessitate that remedial measures be taken in order to obtain a Building
 ACCESS REQ,


SHEET I
RCOC
INVESTIGATION FOR ROC T200400847
Brief description (s) of subject property, and appropriate Assessor Map Book description (s).
$\qquad$ Calabjasas Rand NT, WY
A.M.B. $\qquad$ 4455

Pg. $\qquad$ Pct. 3
2. $\qquad$ A.M.B. $\qquad$ Pg. $\qquad$ Pal. $\qquad$
3. $\qquad$ A.M.B. $\qquad$ Pg. $\qquad$ Pal. $\qquad$
4. $\qquad$ A.M.B. $\qquad$ Pg. $\qquad$ Pal. $\qquad$


General Plan Use Category $\qquad$ : Plotted ALE)ANDRINA COMB ET
Date $\qquad$ zoning checked by ALELANDRINA COMBET Description Checked By

1. gross area 40 ADS 2 $\qquad$ 3 $\qquad$ 4 $\qquad$
less area encumbered $\qquad$
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by ease's $\qquad$
Net Area $\qquad$
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TITLE PLANT INVESTIGATION
Section, Record of Survey, Parcel Map, Tract, Rancho? etcofory is located.
property T.I. Lot Book No. Old $\qquad$ Map No. $\qquad$ Arb No. (s)
Nev $\qquad$


Vesting References:
$\qquad$


SHEET 2 ROC

When was this property first created in its present configuration?


What property did the Granter (subdivider) own in one parcel, or several contiguous parcels, before he started dividing it? orb No (s). $\qquad$ Legal Descriptions): $\qquad$
$\qquad$
Acquisition information for underlying parcel (s):


$\qquad$
$\qquad$
$\qquad$
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$\qquad$
$\qquad$
$\qquad$

```
CERTIPICATE OF COMPLIANCE
                SHEET }
RCOC No. 120040024
```

Check List for common ownership of contiguous parcels $\qquad$

Check List for UNITY-of-INTEREST situations:
$\qquad$
$\qquad$


DISPOSITION OP CASE: $\qquad$
$\qquad$ DATE

STAFF MEMBER RESPONSIBLE
ACTION TAKEN ON REMAINDER OF VIOLATION AREA, IF ANY: $\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$

Los Angeles County DEPARTMENT OF REGIONAL PLANNING Development Research Section

TITLE AND
SEARCH SHEETS





November 16, 2004

## Via Hand Delivery

Ramon Cordova<br>Department of Regional Planning<br>County of Los Angeles<br>320 West Temple Street<br>Los Angeles, CA 90012

## RE: Certificate of Compliance application for APN 4455-008-003 (Eigenbrodt)

Dear Mr. Cordova:
On behalf of the property owner and applicant, R. A. Eigenbrodt, we submit this Certificate of Compliance application for the above-referenced project. Please find enclosed the following:

- One (1) completed copy of the Request for Certificate of Compliance application.
- One (1) copy of the Grant Deed.
- List of Title Chain
- One (1) copy of the latest tax bill.
- One (1) copy of the Assessor's Map.
- A filing fee check in the amount of $\$ 811.00$.

Should you have any questions about this application or require any additional documents, please do not hesitate to contact us immediately.

## Sincerely,

SCHMITZ \& ASSOCIATES, INC.


Mindy Commits
Associate Planner






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ky 507 to $\alpha$ Lhewo
, - A5s 3 ?ss

Chain of Title for 4455-008-003

| Grantor | Grantee | Date | ORD |
| :--- | :--- | :--- | :--- |
| U.S. | Lauro C. Neel | 1898 | Patent Deed Book 12-238 |
| Neel | John Martin | $9-26-11$ | $4764-306$ Deeds |
| Martin | Fisher Baily | $12-15-25$ | $5485-180$ |
| Baily | Eigenbrodt | $3-17-61$ | 2084 |

## LOS ANGELES COUNTY

# DEPARTMENT OF REGIONAL PLANNING 

## CERTIFICATION OF LOBBYIST REQUIREMENTS

(Ordinance No. 93-0031)

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

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


PERMIT NOS).

## POOR ORIGINAL

The reproduction of the following document(s) cannot be improved due to the poor condition of the original. POOR QUALITY

Macro-Pro, Inc. Quality Control Department




6175



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Lequdatay







RECEIVEDNOY < 32004

November 23, 2004

## Via Hand Delivery

Ramon Cordova
Department of Regional Planning
County of Los Angeles
320 West Temple Street
Los Angeles, CA 90012

RE: Pending Certificate of Compliance application for APN 4455-008-003 (Eigenbrodt) RCOCT 200400247
Dear Mr. Cordova:

Attached you will find copies of title documents to assist in the processing of the Certificate of Compliance application submitted on November 16, for the above mentioned property. Please contact me should you have any questions regarding the attached items. Thank you for your attention to this matter.

Sincerely,
SCHMITZ \& ASSOCIATES, INC.
minder


Mindy Commons


Associate Planner

COLA - Regional Planning
Title Chain


[^3]




## 99 1502264

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| :---: |
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|  |

SPACE ABOVE THIS LINE RESERVED FOR RECORDER SUSE

## TITLE(S)



| FEE | N/A | NA | 0 | 20 | 8 | 19 | 04 | 19 |
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| CODE |  |  |  |  |  |  |  |  |
| REC | NO | NO | PCOA | DA | SURVEY | NOTIF | INVOL | NON |
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| CONF |  |  |  |  |  |  |  |  |

EXAMINER S INT

Assessor s identification Number (AIN)
To Be Completed By Examiner Or Titie Company In Black Ink
Number of Parcels Shown

$$
445000003
$$

$00 /$

R.A. 'Eigenbrodt an

Doris Eigenbrodt
When Recorded Mail Document and Tax Statement To:
R.A. Elgenbrodt and

Doris Elgenbroat
14651 Round Valley Drive
Sherman Oaks, CA 97403
Escrow No.
Title Order No.
APN: 4455-008-003
SPACE ABOVE THIS UNA FOR RECORDER'S USE

## QUITCLAIM DEED

The undersigned grantoria) declare (s)
Documentary transfer tax is $\$$ None* $\qquad$ City tax \$
I l computed on full value of property conveyed, or
I computed on full value less value of liens or encumbrances remaining at time of sale,
1 I Unincorporated Area City of $\qquad$
FOR A VALUABLE CONSIDERATION. receipt of which is hereby acknowledged,
Robert A. Eigenbrodt, a married man, as his sole and separate property, also known as R.A. Eigenbrodt,
hereby premises, releases and quitclaims to
R.A. Ezgenbrodt and Doris Eigenbrodt, husband and wife as community property
The following described real property in the City of
County of Los Angeles
Lot 3 being the fractional northeast quarter of the northwest State of California. Section 3, Township 1 South, Range 17 wat of the northwest quarter of county of Los Angeles, State of Ce in fer according to meridian in the of said land filed in the District Land Office August 31 , 1896 facial plat This is a bona fide gift and the grantor received RRT 11911. Addition of a spouse exempt from change R\&T 63. $\quad$ Maras 1 $1 / 999$
DATED.

## STATE OF CALIFORNIA

## COUNTY OF_ Los Angeles

ON Moran $D, 1999 \quad$ before me,

personally known to me for proved to me on the basis of satisfactory evidence) to be the persons) whose name (s) is/are subscribed to the with n instrument and acknowledged to me that he/she/they executed the same in his/her/therr authorized capacity lies), and that by his/her/their signatures) on the instrument the persons). or the entry upon behalf of which the persons) acted, executed the instrument.

Witness my hang and official seal.


Signature $\qquad$
mail. TaX statement as directed above



TITLE(S):


## When recorded, mail original to:

## R. A. Eigenbrodt

 14651 Round Valley Dr. Sherman Oaks, CA 91403
## COVENANT BY OWNER IMPOSING A LAND USE RESTRICTION

The undersigned hereby certifies that ( I am)(we are) the Owner(s) of Property located in the unincorporated portion of the County of Los Angeles, State of California, described as

Government Lot 3, of the fractional Northwest Quarter of Section 3, Township 1 South, Range 17 West, San Bernardino Base Meridiam, in the County of Los Angeles, State of California, according to the Official Plat of said land filed in the District Land Office on August 31, 1896.

The Owner(s) desire(s) to construct
a guest house
located at 4455-008-003.
In consideration of the approval by the Los Angeles County Department of Regional Planning of Site Plan Review Plot Plan RPPT200400398, the Owner(s) agree(s) that the proposed project shall be utilized only for temporary guests of the occupancy of the premises, and shall have no kitchen or kitchen facilities and no plumbing except for the plumbing required for a bathroom, and shall not at any time be rented or converted and utilized as a separate dwelling or commercial use.

The Owner(s) confirm(s) that (he/she)(they) understand(s) that the zoning laws of the County of Los Angeles and Site Plan Review Plot Plan RPPT200400398 permit only one single-family
residence on the subject property.
The Owner(s) covenant(s) and agree(s) for (him/herself)(themselves), (his/her)(their) heirs, successors and assigns to indemnify, defend, and save harmless the County, its agents, officers, and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage, arising
directly or indirectly from or connected with the approval of Site Plan Review Plot Plan PP $\qquad$ or maintenance of the subject property.

This Covenant shall run with all the above described land in perpetuity and shall be binding on the Owners), (his/her)(their) heirs, successors and assigns or shall continue in effect until released by the authority of the Director of Planning of the County of Los Angeles.

The Owner (s) executes) this instrument on the $27^{\text {th }}$ day of October, 2004.


By $\quad S A M=$
(Name and position)
(Notary to be attached)

## CALIFORNIA ALL.-PURPOSE ACKNOWLEDGMENT



OPTIONAL
Though the information beiow is net required by faw, it may prove vextrato to persons asifing on the document and coufd prevent fracotiont nemovaf and reatioctivent of this form to arrothor document.
Description of Attached Document


Oocument Date: $\qquad$ Number of Pages: $\qquad$
Signer(s) Other Than Named Above:

## Capacity(les) Claimad by Signer

| Signer's Name: Eobedi A. |  |
| :---: | :---: |
| X Individual |  |
| Corporate Oficer - Tithes): | Tose it temb here |
| $\square$ Partner - - Limited - General |  |
| Attornay-in-Fact |  |
| $\square$ Trustee |  |
| $\square$ Guardian or Conservator - Other: |  |
| Signar is Representing: |  |

## County of Los Angeles

## RECEIPT






COLA - Regional Planning
DA IA TRACE - LA PLANT
Page 1 Of 1 Sectional Land

| Report Origination ID: | 24-TMP-TP01 |  |  |  |
| :--- | :--- | :--- | :--- | :--- |
| Ref. 01 of 01 | Ptn | Section | Township | Range |
| APN: $4455-005-020$ |  | 34 | O1N | 17 W |


|  | Page 1 Of 1 |
| :---: | :---: |
|  | Sectional Land |
|  | los angeles , CA |
| Date: | 01-04-2005 10:26 AM |
| ant Date: | 12-29-2004 05:00 PM |
| me Date: | 08-31-2004 05:00 P |
| O: SAP |  |


| Type | Rec Date | Doc No | 1st Party | 2nd Party |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| (D) | 07-01-03 | 61882260 | TAYLO |  | Amount | Ptn-Lg | Remarks |
| D | 07-01-03 | 61882260 | TAYLO | $R A D Z \&>V$ | F\$16500 | EAS |  |
| TD | 07-01-03 | G1882 261 | RADZ\& |  | \$110000 | PTSEQ |  |
| TD | 07-01-03 | G1882 261 | RADZ\& |  | \$10000 | EAS |  |
| PY | 07-01-03 | 03218098 | RADZ\& | 051027167 | \$10000 | PTSEQ |  |
| ( ${ }^{(1)}$ | 07-02-03 | 21902642 | RADZ\& |  |  |  | Starter |
| (8) | 11-02-04 | 22836775 | RADZ\& |  |  | PTSEQ |  |

COLA - Regional Planning
Title Chain

| Report Origination ID: |  | $\begin{aligned} & \text { DA, A TRACE - LA PLANT } \\ & \text { 24-TMP-TP01 } \end{aligned}$ |  |  |  |  | Date: <br> Plant Date: <br> Xname Date: |  | Page 1 Of 1 <br> Sectional Land LOS ANGELES,CA 01-04-2005 10:28 AM 12-29-2004 05:00 PM 08-31-2004 05:00 PM |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Ref. 01 of 01 |  | Ptn | Section |  | Township ${ }^{\text {Range }}$ |  |  |  |  |
| APN: 4455-005-020 |  |  | 34 |  | 01N | 17W |  |  |  |
| From: | Thru: |  | Name: TAYL |  |  |  |  |  |  |
|  |  |  | Option: | Doc: |  |  |  |  |
| Type | Rec Date | Doc No |  |  |  |  | 1st Party | 2nd Party |  |  | Amount |  |  |
| D | 04-11-68 | 00367 | THOMP | TAYLO |  |  |  | Ptn | Remarks |
| D | 04-11-68 | 00367 | THOMP | TAYLO |  |  |  | PTSEQ | SEE DOC |
| D | 04-11-68 | 00367 | THOMP | TAYLO |  |  |  |  |  |
| TD | 04-11-68 | 00368 | TAYLO |  |  |  |  |  |  |
| TD | 04-11-68 | 00368 | TAYLO |  |  |  |  | EAS |  |
| PS | 12-08-88 | 08907483 | TAYLO | 0147081 |  |  |  | PTSE | SEE DOC |
| PS | 04-11-89 | 08930465 | TAYLO | 0149484 |  |  |  | PT\&EAS | STARTER |
| PS | 07-10-89 | 08966367 | TAYLO |  |  |  |  | PT\&EAS | STARTER |
| R |  |  |  |  |  |  |  |  | STARTER |
| R | 10-11-89 | A1631 101 | TAYLO | 0368041168 |  |  |  | PTSEQ |  |
| D | 08-08-90 | 21372460 | TAVLO | TAYLO |  |  |  | PTSEQ |  |
| D | 08-08-90 | Z1372 461 | TAYLO | TAYLO |  |  |  | PTSEQ |  |
| AG | 07-28-95 | 21227195 | TAYLO |  |  |  |  | PTSEQ |  |
| AG | 07-28-95 | Z1227 195 | TAYLO |  |  |  |  | EASEH |  |
| AG | 07-28-95 | Z1227 195 | TAYLO |  |  |  |  | EAS |  |
| $A G$ | 08-10-95 | 21306279 | TAYLO |  |  |  |  | PTSEQ |  |
| AG | 08-10-95 | 21306279 | TAYLO |  |  |  |  | EASEH |  |
| AG | 08-10-95 | Z1306 279 | TAYLO |  |  |  |  | EAS |  |
| AG | 09-21-95 | Z1540 956 | TAYLO |  |  |  |  | PTSEQ |  |
| D | 12-19-02 | Z3122 747 | TAYLO | TAYLO |  |  |  | PTSEQ | SEE DOC |
| D | 07-01-03 | G1882 260 | taylo | RADZ\&>V |  |  | F\$16500 | EAS |  |
| D | 07-01-03 | G1882 260 | TAYLO | RADZ $~>~=~ V ~$ |  |  | F\$16500 | PTSEQ |  |

COLA - Regional Planning
Title Chain


[^4]


## TITLE(S):



## Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black Ink. Number of AIN's Shown

When recorded, mail original to:
John Radzinski
$2216^{\text {th }}$ Street
Seal Beach, CA 90740

## COVENANT BY OWNER IMPOSING A LAND USE RESTRICTION

The undersigned hereby certifies that (I am)(we are) the Owners) of Property located in the unincorporated portion of the County of Los Angeles, State of California, described as

## See Attached (Exhibit A)

The Owner (s) desires) to construct
a guest house
located at 4455-005-020.
In consideration of the approval by the Los Angeles County Department of Regional Planning of Site Plan Review Plot Plan RPPT200400426, the Owners) agree (s) that the proposed project shall be utilized only for (type description of purpose) temporary guests of the occupancy of the premises, and shall have no kitchen or kitchen facilities and no plumbing except for the plumbing required for a bathroom, and shall not at any time be rented or converted and utilized as a separate dwelling or commercial use.

The Owners) confirms) that (he/she)(they) understand (s) that the zoning laws of the County of Los Angeles and Site Plan Review Plot Plan RPPT200400426 permit only one single-family
residence on the subject property.
The Owners) covenants) and agrees) for (him/herself)(themselves), (his/her)(their) heirs, successors and assigns to indemnify, defend, and save harmless the County, its agents, officers, and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage, arising directly or indirectly from or connected with the approval of Site Plan Review Plot Plan RPPT200400426 or maintenance of the subject property.

This Covenant shall run with all the above described land in perpetuity and shall be binding on the Owner(s), (his/her)(their) heirs, successors and assigns or shall continue in effect until released by the authority of the Director of Planning of the County of Los Angeles.

The Owner(s) execute(s) this instrument on the $27^{\text {th }}$ day of October, 2004.

(Notary to be attached)


## CALIFORNIA ALL -PURPOSE ACKNOWLEDGMENT


$\square$ personally known to me E proved to me on the basis of satisfactory evidence

to be the persons) whose name (s) ware subscribed to the within instrument and acknowledged to me that holema/they executed the same in bietrertheir authorized capacity(les), and that by hieforertheir signatures) on the instrument the persons), or the entity upon behalf of which the persons) acted, executed the instrument.


[^5]
## County of Los Angeles

RECEIPT
Page 1 of 1
PERMIT: RCOC T200400246
RECEIPT NUMBER:
04-05488
"APN: 4455005020
FILE PERMIT:
PROJECT NO: R2004-00858
PROJECT NAME:
SCOPE: CERTIFICATE OF COMPLIANCE
SITE ADDRESS: O NO ADDRESS
COMMUNITY: TOPANGA
LOCATION:

| Fees Calculated 12 Months Back |  |  |
| :--- | :--- | :--- |
| Fee Code | Description | Account |
| RFCCI | CERTIFICATE OF COMPLIANCE | 9553 |

APPLICANT: JOHN RADZINSKI

ADDRESS: 29350 PACIFIC COAST HIGHWAY, \#12
CITY/STATE/ZIP: MALIBU, CA 90265
PAYER: LINDA RADZINSKI
ADDRESS: 221 6TH STREET
CITY/STATE/ZIP: SEAL BEACH, CA 90740
PHONE: 310-589-0773

Chärge Account Reference \#
7475

| Cashier | Date paid |  |
| :--- | ---: | ---: |
| Alejandrin Combet | $11 / 16 / 2004$ | Amount |
|  |  |  |
|  |  |  |
|  | Tendered: | $\$ 811.00$ |
| Change: | $\$ 0.00$ |  |
| Balance Due: | $\$ 0.00$ |  |
|  |  |  |



November 16, 2004

## Via Hand Delivery

Ramon Cordova
Department of Regional Planning
County of Los Angeles
320 West Temple Street
Los Angeles, CA 90012
RE: Certificate of Compliance application for APN 4455-005-020 (Radzinski)

Dear Mr. Cordova:
On behalf of the property owner and applicant, John Radzinski, we submit this Certificate of Compliance application for the above-referenced project. Please find enclosed the following:

- One (1) completed copy of the Request for Certificate of Compliance application.
- One (1) copy of the Grant Deed.
- List of Title Chain
- One (1) copy of the latest tax bill.
- One (1) copy of the Assessor's Map.
- A filing fee check in the amount of $\$ 811.00$.

Should you have any questions about this application or require any additional documents, please do not hesitate to contact us immediately.
-
Sincerely,
SCHMITZ \& ASSOCIATES, INC.



Associate Planner


## TITLE(S)

Certificate of Compliance

RCOC 200400246

RECORDING REQUESTED BY

Department of Regional Planning
320 West Temple Street
Room 1360. Hall of Records
Los Angeles, Galifomia 90012

## AND WHEN RECORDED MAIL TO

Name: John Radzinski

SPACE ABOVE THIS LINE FOR RECOROER'S USE

## CERTIFICATE OF COMPLIANCE

## REQUEST FOR CERTIFICATE OF COMPLIANCE

We the undersigned owners) of record (and/or vendees) pursuant to a contract of sale) in the following described property within the unincorporated territory of the County of Los Angeles, hereby REQUEST the County of Los Angeles to determine if said property described below complies with the provisions of the Subdivision Map Act (sec. 66410 et seq., Government Code, State of California) and
the Los Angeles Code, Title 21 (Subdivisions)


LINDA. M. RADIANS $\qquad$
Name (Typed or Printed)


Name (Typed or Printed)


## LEGAL DESCRIPTION

See attached $=$ Exhibit A

## EXHIBIT "A"

## LEGAL DESCRIPTION

Real property in the City of , County of Los Angeles, State of California, described as follows:
Parcel 1:
The West 660.00 feet measured at right angles to the West line of the North half of the Southeast quarter in Section 34, Township 1. North Range 17 West San Bernardino Meridian, according to the Official Plat of said land.

## Parcel 2:

An easement for road purposes, public utilities, sewers and for slope and drainage purposes over that portion of the East half of Section 34, Township 1 North, Range 17 West San Bernardino Meridian, according to the Official Plat thereof, included within a strip of land 60.00 feet wide, the center line of which is described as follows:

Beginning at a point in the center line of the 60.00 feet easement as reserved in the Quitciaim Deed recorded October 13, 1966 as Instrument No. 38, in Book D-3452 Page 331, Official Records, distant Northerly along the arc of a curve, having a radius of 180.00 feet, a central angle of 37 Degrees $27^{\prime} 20^{\prime \prime}$ and an arc length of 117.57 feet, as described in said last mentioned reservation, an arc distance of 39.27 feet to the true point of beginning of this description; thence South 63 Degrees $35^{\prime} 08^{\prime \prime}$ West 134.26 feet to the beginning of a tangent curve concave to the Southeast and having a radius of 100.00 feet; thence Southwesterly along said last mentioned curve through a central angle of 43 Degrees $37{ }^{\prime} 28^{\prime \prime}$ an arc distance of 76.14 feet; thence South 19 Degrees 57' $40^{\prime \prime}$ West 142.97 feet, tangent to said last mentioned curve to the beginning of a tangent curve concave Northwesterly having a radlus of 100.00 feet; thence Southwesterly along said last mentioned curve through a central angle of 38 Degrees $16^{\prime \prime} 54^{\prime \prime}$ an arc distance of 66.81 feet; thence South 58 Degrees $14^{\prime} 34^{\prime \prime}$ West 91.97 feet tangent to sald last mentioned curve to the beginning of a tangent curve concave Easterly having a radius of 85.00 feet; thence Southerly along said last mentioned curve through a central angle of 72 Degrees $16^{\prime}$ 54" an arc distance of 107.23 feet; thence South 14 Degrees $02^{\prime} 20^{\prime \prime}$ East 147.40 feet, tangent to said last mentioned curve to the beginning of a tangent curve concave Westerly and having a radius of 100.00 feet; thence Southerly along said last mentioned curve through a central angle of 53 Degrees $35^{\prime} 09^{\prime \prime}$ an are distance of 93.52 feet; thence South 39 Degrees $32^{\prime \prime} 49^{\prime \prime}$ West 40.01 feet, tangent to said last mentioned curve to the beginning of a tangent curve concave Southeasterly and having a radius of 65.00 feet; thence Southerly along sald last mentioned curve through a central angle of 35 Degrees $15^{\prime} 06^{\prime \prime}$ an arc distance of 39.99 feet; thence tangent to said last mentioned curve, South 4 Degrees $27^{\prime} 43^{\prime \prime}$ West 224.88 feet, to the beginning of a tangent curve concave Westeriy and having a radius of 150.00 feet; thence -Southerly along sald last mentioned curve through a central angle of 15 Degrees $32^{\prime} 03^{\prime \prime}$ an arc oistance of 40.67 feet; thence South 19 Degrees $59^{\prime} 46^{\prime \prime}$ West 229.37 feet tangent to said last mentioned curve to the beginning of a tangent curve concave Northeasterly and having a radius $\because \quad$ of 75.00 feet; thence Southeasterly along said last mentioned curve through a central angle of 54 Degrees $33^{\prime} 13^{\prime \prime}$ an are distance of 71.41 feet; thence South 34 Degrees $33^{\prime} 27^{\prime \prime}$. East 18.69 feet tangent to said last mentioned curve to the beginning of a tangent curve concave Northeasterly and having a radius of 70.00 feet; thence Southeasterly along sald last mentioned curve through a central angle of 31 Degrees $43^{\prime} 21^{\prime \prime}$ an arc distance of 38.76 feet; thence South 66 Degrees $1^{\prime}$ 48" East 38.21 feet tangent to said last mentioned curve to the beginning of a tangent curve concave Northerly and having a radius of 70.00 feet; thence Southeasterly along said last mentioned curve through a central angle of 51 Degrees $08^{\prime} 09$ an arc distance of 62.47 feet;

# CERTIFICATE OF COMPLIANCE CONTINUATION 

$\qquad$

APN: 4455-005-020

## NOTES:

THIS CERTIFICATE DOES NOT CONSTITUTE A BUILDING PERMIT
Prior to authorization to build on this property, the applicant will be required to conform to the County Building regulations. Such regulations include, but are not limited to; programs for appropriate sanitary sewage disposal, water supply for domestic use and fire suppression.

GEOLOGIC, soils and/or Drainage Conditions may exist on the subject property, which could limit development or necessitate that remedial measures be taken in order to obtain a Building Permit.

DETERMINATION OF COMPLIANCE

NOTE:
This determination DOES NOT GUARANTEE that the subject property meets current design and improvement standards for subdivided parcels. Prospective purchasers should check site conditions and applicable development codes to determine whether the property is suitable for their intended use.

## CERTIFICATE OF COMPLIANCE

Pursuant to the provisions of the Subdivisions Map Act (Sec. 66410 et . Seq., Government Code, State of California) and the County Subdivision Ordinance (Title 21 of the Los Angeles County Code). I hereby certify that I have reviewed the above-described division of real property and have found it to be in conformance with all requirements of the Subdivision Map Act and of the County Subdivision Ordinance.

DEPARTMENT OF REGIONAL PLANNING County of Los Angeles
James E. Hartl, AICP
Director of Planning


[^6]
!


## TITLE(S)

## CERTIFICATE OF COMPLIANCE

## REQUEST FOR CERTIFICATE OF COMPLIANCE

I We the undersigned owners) of record (and/or vendees) pursuant to a contract of sale) in the following described property within the unincorporated territory of the County of Los Angeles, hereby REQUEST the County of Los Angeles to determine if said property described below complies with the provisions of the Subdivision Map Act (sec. 66410 et seq., Government Code, State of California) and the Los Angeles Code, Title 21 (Subdivisions)


Name (Typed or Printed)


LINDA. M. RADRINSS:
Name (Typed or Printed)


Name (Typed or Printed)


## LEGAL DESCRIPTION

see attached $=$ Exhibit A

## LEGAL DESCRIPTION

Real property in the City of , County of Los Angeles, State of California, described as follows:
Parcel 1:
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Parcel 2:
An easement for road purposes, public utilities, sewers and for slope and drainage purposes over that portion of the East half of Sectlon 34, Township 1 North, Range 17 West San Bernardino Meridian, according to the Officlal Plat thereof, included within a strip of land 60.00 feet wide, the center line of which is described as follows:

Beginning at a point in the center line of the 60.00 feet easement as reserved in the Quitclaim Deed recorded October 13, 1966 as Instrument No. 38, in Book D-3452 Page 331, Official Records, distant Northerly along the arc of a curve, having a radius of 180.00 feet, a central angle of 37 Degrees $27^{\prime} 20^{\prime \prime}$ and an arc length of 117.67 feet, as described in said last mentioned reservation, an are distance of 39.27 feet to the true point of beginning of this description; thence South 63 Degrees $35^{\prime}$ O $8^{\prime \prime}$ West 134.26 feet to the beginning of a tangent curve concave to the Southeast and having a radius of 100.00 feet; thence Southwesterly along said last mentioned curve through a central angle of. 43 Degrees $37{ }^{\prime} 28^{\prime \prime}$ an arc distance of 76.14 feet; thence South 19 Degrees $57^{\prime \prime} 40^{\prime \prime}$ West 142.97 feet, tangent to said last mentioned curve to the beginning of a tangent curve concave Northwesterly having a radius of 100.00 feet; thence Southwesterly along said last mentioned curve through a central angle of 38 Degrees $16^{\prime} 54^{\prime \prime}$ an arc distance of 66.81 feet; thence South 58 Degrees $14^{\prime} 34^{\prime \prime}$ West 91.97 feet tangent to sald last mentioned curve to the beginning of a tangent curve concave Easterly having a radius of 85.00 feet; thence Southerly along said last mentioned curve through a central angle of 72 Degrees $16{ }^{\prime}$ $54 "$ an arc distance of 107.23 feet; thence South 14 Degrees 02' $20^{\prime \prime}$ East 147.40 feet, tangent to said last mentioned curve to the beginning of a tangent curve concave Westerty and having a radius of 100.00 feet; thence Southerly along said last mentioned curve through a central angle of 53 Degrees $35^{\circ} 09^{\prime \prime}$ an arc distance of 93.52 feet; thence South 39 Degrees $32^{\prime \prime} 49^{\prime \prime}$ West 40.01 feet, tangent to said last mentioned curve to the beginning of a tangent curve concave Southeasterly and having a radius of 65.00 feet; thence Southerly along sald last mentioned curve through a central angle of 35 Degrees $15^{\prime} 06^{\prime \prime}$ an arc distance of 39.99 feet; thence tangent to said last mentioned curve, South 4 Degrees $277^{\prime} 43^{\prime \prime}$ West 224.88 feet, to the ${ }^{\prime}$ beginning of a tangent curve concave Westerly and having a radius of 150.00 feet; thence .Southerly along sald last mentioned curve through a central angle of 15 Degrees $32^{\prime} 03^{\prime \prime}$ an arc cistance of 40.67 feet; thence South 19 Degrees $59^{\prime \prime} 46^{\prime \prime}$ West 229.37 feet tangent to said last mentioned curve to the beginning of a tangent curve concave Northeasterly and having a radius
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# CERTIFICATE OF COMPLIANCE CONTINUATION 

CERTIFICATE OF COMPLIANCE NO.:
RCOC 200400246

APN: 4455-005-020

## NOTES:

THIS CERTIFICATE DOES NOT CONSTITUTE A BUILDING PERMIT
Prior to authorization to build on this property, the applicant will be required to conform to the County Building regulations. Such regulations include, but are not limited to; programs for appropriate sanitary sewage disposal, water supply for domestic use and fire suppression.

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## DETERMINATION OF COMPLIANCE

NOTE:
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## CERTIFICATE OF COMPLIANCE

Pursuant to the provisions of the Subdivisions Map Act (Sec. 66410 et. Seq., Government Code, State of California) and the County Subdivision Ordinance (Title 21 of the Los Angeles County Code). I hereby certify that I have reviewed the above-described division of real property and have found it to be in conformance with all requirements of the Subdivision Map Act and of the County Subdivision Ordinance.


SPACE ABOVE THIS LINE FOR RECORDER‘S USE

## TITLE(S)

## Certificate of Compliance

RECORDING REQUESTED BY

Department of Regional Planning
320 West Temple Street
Room 1380, Hall of Records
Los Angeles, California 90012


## CERTIFICATE OF COMPLIANCE

## REQUEST FOR CERTIFICATE OF COMPLIANCE

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Name (Typed or Printed)



## LEGAL DESCRIPTION

See attached = Exhibit A

## EXHIBIT "A"

## LEGAL DESCRIPTION

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# CERTIFICATE OF COMPLIANCE CONTINUATION 

CERTIFICATE OF COMPLIANCE NO: $\qquad$

APN: 4455-005-020

NOTES:
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i


## TITLE(S)



RECORDING REQUESTED by
Department of Regional Planning
320 West Temple Street
Room 1360, Hall of Records
Los Angeles, California 90012
.-... AND WHEN RECORDED MAIL TO
Name: John Radzinski
Street: $2216^{\text {th }}$ Street
City: Seal Beach, CA 90740

## CERTIFICATE OF COMPLIANCE

## REQUEST FOR CERTIFICATE OF COMPLIANCE

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Name (Typed or Printed)
LINDA. M. RADENSSi
Name (Typed or Printed)
$\frac{11-08+4}{\text { Date }}$


## LEGAL DESCRIPTION

See attached = Exhibit A

## EXHIBIT "A"

## LEGAL DESCRXPTION

Real property in the City of , County of Los Angeles, State of California, described as follows:
Parcel 1:

The West 660.00 feet measured at right angles to the West line of the North half of the Southeast quarter in Section 34, Township 1. North Range 17 West San Bernardino Meridian, according to the Official Plat of said land.

## Parcel 2:

An easement for road purposes, public utilities, sewers and for slope and drainage purposes over that portion of the East half of Section 34, Township 1 North, Range 17 West San Bernardino Meridian, according to the Official Plat thereof, Included within a strip of land 60.00 feet wide, the center line of which is described as follows:

Beginning at a point in the center line of the 60.00 feet easement as reserved in the Quitclaim Deed recorded October 13, 1966 as Instrument No. 38, in Book D-3452 Page 331, Official Records, distant Northerly along the arc of a curve, having a radius of 180.00 feet, a centra! angle of 37 Degrees $27^{\prime} 20^{\prime \prime}$ and an arc length of 117.67 feet, as described in said last mentioned reservation, an arc distance of 39.27 feet to the true point of beginning of this description; thence South 63 Degrees $35^{\prime} 08^{\prime \prime}$ West 134.26 feet to the beginning of a tangent curve concave to the Southeast and having a radius of 100.00 feet; thence Southwesterly along said last mentioned curve through a central angle of 43 Degrees $37^{\prime} 28^{\prime \prime}$ an arc distance of 76.14 feet; thence South 19 Degrees $57^{\prime} 40^{\prime \prime}$ West 142.97 feet, tangent to said last mentioned curve to the beginning of a tangent curve concave Northwesterly having a radius of 100.00 feet; thence Southwesterly along said last mentioned curve through a central angle of 38 Degrees $16^{\prime} 54^{\prime \prime}$ an arc distance of 66.81 feet; thence South 58 Degrees $14^{\prime} 34^{\prime \prime}$ West 91.97 feet tangent to said last mentioned curve to the beginning of a tangent curve concave Easterly having a radius of 85.00 feet; thence Southerly along said last mentioned curve through a central angle of 72 Degrees $16{ }^{\prime}$ $54^{\prime \prime}$ an arc distance of 107.23 feet; thence South 14 Degrees $02^{\prime} 20^{\prime \prime}$ East 147.40 feet, tangent to said last mentioned curve to the beginning of a tangent curve concave Westerly and having a radius of 100.00 feet; thence Southerly along said last mentioned curve through a central angle of 53 Degrees $35^{\prime} 09^{\prime \prime}$ an arc distance of 93.52 feet; thence South 39 Degrees $32^{\prime} 49^{\prime \prime}$ West 40.01 feet, tangent to sald last mentloned curve to the beginning of a tangent curve concave Southeasterly and having a radius of 65.00 feet; thence Southerly along sald last mentioned curve through a central angle of 35 Degrees 15 '06' an arc distance of 39.99 feet; thence tangent to said last mentioned curve, South 4 Degrees 27' $43^{\prime \prime}$ West 224.88 feet, to the beginning of a tangent curve concave Westerly and having a radius of 150.00 feet; thence .Southerly along said last mentioned curve through a central angle of 15 Degrees $32^{\prime} 03^{\prime \prime}$ an arc "'stance of 40.67 feet; thence South 19 Degrees 59' $46^{\prime \prime}$ West 229.37 feet tangent to sald last mentioned curve to the beginning of a tangent curve concave Northeasterly and having a radius of 75.00 feet; thence Southeasterly along said last mentioned curve through a central angle of 54 Degrees $33^{\prime \prime} 13^{\prime \prime}$ an arc distance of 71.41 feet; thence South 34 Degrees $33^{\prime} 27^{\prime \prime}$. East $18 . \overline{6} \overline{9}$ feet tangent to said last mentioned curve to the beginning of a tangent curve concave Northeasterly and having a radius of 70.00 feet; thence Southeasterly along sald last mentioned curve through a central angle of 31 Degrees $43^{\prime} 21^{\prime \prime}$ an arc distance of 38.76 feet; thence South 66 Degrees $16^{\prime}$ $48^{\prime \prime}$ East 38.21 feet tangent to said last mentioned curve to the beginning of a tangent curve concave Northerly and having a radlus of 70.00 feet; thence Southeasterly along sald last mentioned curve through a central angle of 51 Degrees $08^{\prime} 09^{\prime \prime}$ an arc distance of 62.47 feet;

# CERTIFICATE OF COMPLIANCE CONTINUATION 

## CERTIFICATE OF COMPLIANCE NO.:

$\qquad$

APN: 4455-005-020

## NOTES:

THIS CERTIFICATE DOES NOT CONSTITUTE A BUILDING PERMIT
Prior to authorization to build on this property, the applicant will be required to conform to the County Building regulations Such regulations include, but are not limited to; programs for appropriate sanitary sewage disposal, water supply for domestic use and fire suppression.

GEOLOGIC, soils and/or Drainage Conditions may exist on the subject property, which could limit development or necessitate that remedial measures be taken in order to obtain a Building Permit.

DETERMINATION OF COMPLIANCE

## NOTE:

This determination DOES NOT GUARANTEE that the subject property meets current design and improvement standards for subdivided parcels. Prospective purchasers should check site conditions and applicable development codes to determine whether the property is suitable for their intended use.

## CERTIFICATE OF COMPLIANCE

Pursuant to the provisions of the Subdivisions Map Act (Sec. 66410 et . Seq., Government Code, State of California) and the County Subdivision Ordinance (Title 21 of the Los Angeles County Code). I hereby cerlify that I have reviewed the above-described division of real property and have found it to be in conformance with all requirements of the Subdivision Map Act and of the County Subdivision Ordinance.

## DEPARTMENT OF REGIONAL PLANNING



DEPARTMENT OF REGIONAL PLANNING
County of Los Angeles
James E. Hartl, AlCP
Director of Planning


Title Administrator, Current Planning Division


SHEET 1
Roc
INVESTIGATION FOR ROC 1200400246
Brief description (s) of subject property, and appropriate Assessor Map Book òescription(s).

1. CAchanas Pan mont a...... $\qquad$ 4455 Pg. Pol. 20
2. $\qquad$ A.M.B. $\qquad$ Pg. $\qquad$ PEI. $\qquad$
3. $\qquad$ A.M.B. $\qquad$ Pg. $\qquad$ Pl. $\qquad$
4. $\qquad$ A.M.B. $\qquad$ Pg. $\qquad$ Peel. $\qquad$
Thomas Guide Page
B.N. (\& Co. Eng. Maps
Present Zoning
Substandard Parcels
High Hazard Area

General Plan Use Category $\qquad$ : Plotted ALEAANDRINA COMBET Date $\qquad$

1. Gross area? 2 $\qquad$ 3 $\qquad$ 4
less area encumbered $\qquad$
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$\qquad$
$\qquad$
Net Area. $\qquad$
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TITLE PLANT INVESTIGATION
Section, Record of Survey, Parcel Map, Trecti, Rantigh, etc property is located. $\qquad$
 T.I. Lot Book No. Old $\qquad$ Map No. $\qquad$ Arb No. (s) $\qquad$
Ness $\qquad$

Present ouneghip: $\qquad$ Sunk Radztaske a Linda manunk holanke
$\qquad$ Grantor: $\qquad$
Vesting References: $\qquad$
$03-1892260$
$\qquad$ A)
$\qquad$
by ease's
N.I. Lot Book No. Net品 $\qquad$ (s) $\qquad$

SHEET 2 ROC
SHEET 2 REF. No. T200400246.
When was this property first created in its present configuration?
What property did the Grantor (subdivider) own in one parcel, or several contiguous parcels, before he started dividing it? Arb No (s). $\qquad$
Legal Descriptions): $\qquad$
Acquisition information for underlying parcel (s):

$\qquad$
$\qquad$
Total number of parcels created by subdivider, $\qquad$ .
Creation information on all of these parcels:

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CERTIFICATE OF COMPLIANCE
    SHEET 3.
RCOC No. 1200400246
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Check List for common ounership of contiguous parcels $\qquad$ Check List for UNITY-of-INTEREST situations:


DISPOSITION OF CASE: $\qquad$
$\qquad$
$\overline{\text { DATE }}$

STAFF MEMBER RESPONSIBLE
ACTION TAREN ON REMAINDER OF VIOLATION AREA, IF ANY: $\qquad$

TO: Paul D. McCarthy
Land Divisions, Research \& Enforcement Department of Regional Planning

FROM: Barry S. Witler
 Transportation Sunning and Subivision Review Section Department of Public Works

## CONDITIONAL CERTIFICATE OF COMPLIANCE NO. 200400246

As requested, we reviewed and field checked the subject case and we recommend the following:

There are no conditions needed regarding road dedications. An existing dirt road can provide acceptable access to the subject property.

If you have any questions, please contact Mr. Muhammad Ali at (626)458-4919. MA:

 for section 34 Tounehip 1 NORTH and the General Public.
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24 feet, to coincide vith legal vehjcular Acceas to a public 24 Ieet, to coincide vith Legal Vehicular accese to a. Public Street, SATJSFACTORY to the plaming Director.
PROVIDE EVIDEACE OF FAVED Yehicular Acceas vith yidth of 24 feet, to coincide vith legal Vehtcular minimum to pubife street shersfictory to the planning director.
DEDICATE to the gounty the Right-to-Reotrict-hcrese irow the zubject property/to
Notwithetending/ony other provizione of thia Document, Ownerendfor =op her-interesten parties ahall not tentionied deocribed hereif.

Comply vith county zoning requirementa for Under-sized parcels, for zona No buijding permita vily be lesued untij zuch compliance CONFER WIth LAND DEYLLOPMENT COORDINATJNG CENTER RES Difector'a-kevieu - Let
verinance adjustment - zone Change or

Comply with County zoning reguirerenta for Under-sized percele, for zone
No boilding peridta vilif be iasued until such complibnce ia ..recolved. Subnit, en bpqroved Buijding Rerinit for on exizting principal structure on ghe property, or CONFER with laND

Director's Review - Lot line kdjustment - zone Chenge or variance.

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Prior to euthorization to build on this proeprty, the sppicant vill be reguired to conform to the County Euilding fegulations. such requlatione include, but are not limited to; programs for appropriate Sentrary Sevage Disposal, Hzter Supply for Domestic. use and fire suppression:

GEOLOGIC, soils. and/or. Brajnage Conditions way exist on the : ubject property which could ijmit development or necessitate thet remedial mesoures be taken in oroer to obtain a Building permit.


# TO BE REVIEWED BY <br> THE DEPARTMENT OF PUBLIC WORKS 

PROPOSED

## CONDITIONS FOR

# CERTIFICATE OF COMPLIANCE 

CASE NO.: ${ }^{\text {20040202e }}$

DATE OF REQUEST: 1-18-2005


Note: This map represents a quick representation of spatial imagery or vector layers using GIS-NET.
The map should be interpreted in accordance with the disclaimer statement of GIS-NET.

GIS-NET, Los Angeles County Dept. of Regional Planning



Prepare and assemble the following package:

1. This form with the above portion completed. CONSULTATION with staff RECOMMENDED
2. One completed REQUEST FOR CERTIFICATE OF COMPLIANCE (white document). Request must be signed by all owners and vendees of record. The legal description as shown on the Deed or Contract of Sale must be TYPED on forms provided. TYPE return address in tip left hand comer. DO NOT USE COPIED FORMS. Please do not type outside form margins.
3. Legible copies of the latest RECORDED Grant Deed or Contract of Sale showing current ownership. Include the Titte Policy if avallable.
4. If parcel is improved, include a copy of a PLOT PLAN, fully dimensioned on an $81 / 2^{*}$ by 11 " sheet showing entire parcal, all improvements and parcel area in square feet.
5. Copy of the latest TAX BILL and ASSESSOR'S MAP.
6. An inltial filling fee of $\$ 811$ (effective 3-1-04) payable to the COUNTY OF LOS ANGELES. Parcels in noncompliance with Subdivision or Zoning regulations MAY INCUR ADDITIONAL COSTS.
7. Submission of a BUILDING PERMIT for a PRINCIPAL BUILDING on the Property and PROOF of PHYSICAL and LEGAL ACCESS will make this CERTIFICATE of COMPLIANCE UNCONDITIONAL.

> OPTIONAL:

Copies of documents supporting original creation of this parcel (e.g. Grant Deeds, Contracts of Sale, Recorós of Survey or Certiflcates of Exception) NOTE: ABOVE LISTED OPTIONAL DOCUMENTS are NOT REQUIRED but PROOF of PARCEL CREATION Prior to MARCH 4, 1972, MAY PRIORTIZE PROCESSING.

SUBMIT completed package to:
Los Angeles County Department of Regional Planning
Land Division Research and Enforcement Section 320 West Temple Street (Hall of Records, Room1360) Los Angeles, CA 90012 Phone: (213) 974-6458 (Mon-Thurs)

Be sure that your submitted package is complete before filing. Incomplete submissions will be retumed. Call for information, (213) 974-6458, If In doubt.

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FOR OFFICE USE ONLY

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thence North 62 Degrees $35^{\prime} 09^{\prime \prime}$ East 0.03 feet tangent to said last mentioned curve to the beginning of a tangent curve concave Northwesterly and having a radius of 60.00 feet; thence Northeasterly along said last mentioned curve through a central angle of 35 Degrees $15^{\prime} .16^{\prime \prime}$ an arc distance of 36.92 feet; thence North 27 Degrees $19{ }^{\prime} 47^{\prime \prime}$ East 78.15 feet tangent to said last mentioned curve to the end of said last mentioned center line.

## Parcel 3:

An easement for road purposes, public utlluties, sewers and for slope and drainage purposes over that portion of said Section 34, Township 1 North, Range 17 West San Bernardino Meridian, according to the Official Plat thereof, included within a strip of land 60 feet wide, lying 30 feet on either side of the following described center line:

Beginning at the point of intersection of the center line of Elsie Drive, 30 feet wide, as said drive is shown on the map of Tract 8550, as per Map recorded in Book 109 Pages 77 to 80 Inclusive of Maps, in the office of the County Recorder of said County with the Southerly Ine of said Tract 8550, said center line having a bearing of North 0 Degree 06' O0" East for the purposes of thls description; thence Southeasterly along a curve concave Northeasterly tangent to said center line and having a radlus of 70 feet, through a central angle of 53 Degrees $33^{\prime} 19^{\prime \prime}$, an arc distance of 65.43 feet; thence tangent to said curve, South 53 Degrees $27^{\prime}$ 19" East 63.11 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 235 feet; thence Southerly along said last mentioned curve through a central angle of 44 Degrees $08^{\prime} 14^{\prime \prime}$ an arc distance of 181.03 feet; thence tangent to said last mentioned curve, South 9 Degree $19^{\prime \prime} 05^{\prime \prime}$ East 14.69 feet to the beginning of a tangent curve concave Easterly and having a radius of 100 feet; thence Southerly along sald last mentioned curve through a central angle of 37 Degrees 06' $52^{\prime \prime}$ an arc distance of 64.78 feet; thence tangent to sald last mentioned curve, South 46 Degrees 25' 57" East 453.53 feet to the beginning of a tangent curve concave Southwesterly having a radius of 100 feet; thence Southerly along said last mentioned curve through a central angle of 60 Degrees $02^{\prime} 44^{\prime \prime}$, an arc distance of 104.80 feet; thence tangent to sald last mentioned curve, South 13 Degrees $36^{\prime} 47^{\prime \prime}$ West 79.67 feet to the beginning of a tangent curve concave Easterly and having a radlus of 180 feet; thence Southerly along sald curve through a central angle of 37 Degrees $27^{\prime} .20^{\prime \prime}$, an arc distance of 117.67 feet; thence tangent to sald last mentioned curve, South 23 Degrees $60^{\prime} 33^{\prime \prime}$ East 61.27 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 145 feet; thence Southeasterly along said curve through a central angle of 82 Degrees $33^{\prime} 59^{\prime \prime}$, an arc distance of 208.95 feet to the beginning of a reverse curve concave Southwesterly having a radius of 120 feet; thence Southeasterly along sald reverse curve through a central angle of 94 Degrees 09' $27^{\prime \prime}$, an arc distance of 197.20 feet to the beginning of a reverse curve concave Northeasterly and having a radius of 50 feet; thence Southeasterly and Easterly along said last mentioned curve through a central angle of 113 Degrees $39^{\prime} 24^{\prime \prime}$ an arc distance of 99.18 feet to the beginning of a compound curve concave Northwesterly and having a radius of 131 feet; thence Northeasterly along said compound curve through a central angle of 25 Degrees $29^{\prime} 42^{\prime \prime}$, an arc distance of 58.29 feet to the beginning of a reverse curve concave Southeasterly and having a radius of 245 feet; thence Northeasterly and Faasterly along said last mentioned reverse curve through a central angle of 68 Degrees $51^{\prime} 30^{\prime \prime}$, an arc distance of 294.44 feet; thence tangent to said last mentioned curve, South 82 Degrees 31' $56^{\prime \prime}$ East 573.95 feet to a point in the center line of Old Topanga Canyon Road, 50 feet wide, as described in Deed recorded October 14, 1926 as Instrument No. 1776, in Book 6029 Page 393, Official Records.

Said easement to terminate Northerly in said Southerly line of Tract 8550, and to terminate Easterly in the Westeriy line of sald Old Topanga Canyon Road.

APN: 4455-005-020

## TITLE(S) :



## FEE



## CODE

20
CODE
19
CODE
9


## Assessor's identification Number (AIN)

To be completed by Examiner OR Title Company In black ink. Number of Parcels Shown

$$
4455 \cdot 005-020 \quad 001
$$

THIS FORM NOT TOBE DUPLICATED

AND WHEN RECORDED MAIL TO:
John Rodzinski
Linda Marlene Rodzinski
Willim H. Weidman
221 6th Street
Seal Beach, CA 90740
$1027167-42$
A.P.N.: 4455-005-020 Order No.: 1027167-42

Escrow No.: 10399-DF

## GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLAREs) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY $\$ 165.00$ \& CITY $\$ .00$
[ X ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[XX] unincorporated area; [ $\therefore$ ] City of _. $\quad$, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,
Robert W. Taylor and Janet Taylor, Trustees of the R.W. and G. J. Taylor Revocable Trust dated April 9, 1990 andRobert W. Taylor, Ancillary Trustee of the R.W. and G. J. Taylor Charitable Remainder Unitrust dated July 27, 1990
hereby GRANT(S) to John Radzinski and Linda Marlene Radzinski, Husband and Wife as Joint Tenants as to an undivided $\mathbf{5 0 \%}$ interest and William H. Weidman, a Single man, as to an undivided $\mathbf{5 0 \%}$ interest, as tenants in common

The following described property in the City of Calabasas, County of Los Angeles State of California;


As per Exhibit " $A$ " attached hereto and made a part hereof.
SELLER (S):
R.W and G. J. Taylor Revocable Trust dated April 9, 1990

R.W. and G. J. Taylor Charitable Remainder


Document Date: June 22, 2003


Mail Tax Statements to: SAME AS ABOVE or Address Noted Below

EXHIBIT "A"

## LEGAL DESCRIPTION

Real property in the City of , County of Los Angeles, State of California, described as follows:
Parcel 1:
The West 660.00 feet measured at right angles to the West line of the North half of the Southeast quarter in Section 34, Township 1 North Range 17 West San Bernardino Meridian, according to the Official Plat of said land.

Parcel 2:
An easement for road purposes, public utilities, sewers and for slope and drainage purposes over that portion of the East half of Section 34, Township I North, Range 17 West San Bernardino Meridian, according to the Official Phat thereof, included within a strip of land 60.00 feet wide, the center line of which is described as follows:

Beginning at a point in the center line of the 60.00 feet easement as reserved in the Quitclaim Deed recorded October 13, 1966 as Instrument No. 38, In Book D-3452 Page 331, Official Records, distant Northerly along the arc of a curve, having a radius of 180.00 feet, a centra! angle of 37 Degrees $27^{\prime} 20^{\prime \prime}$ and an arc length of 117.67 feet, as described in said last mentioned reservation, an arc distance of 39.27 feet to the true point of beginning of this description; thence South 63 Degrees 35 ' $08^{\prime \prime}$ West 134.26 feet to the beginning of a tangent curve concave to the Southeast and having a radius of 100.00 feet; thence Southwesterly along said last mentioned curve through a central angle of. 43 Degrees $37^{\prime} 28^{\prime \prime}$ an arc distance of 76.14 feet; thence South 19 Degrees $57^{\prime \prime} 40^{\prime \prime}$ West 142.97 feet, tangent to said last mentioned curve to the beginning of a tangent curve concave Northwesterly having a radius of 100.00 feet; thence Southwesterly along said last mentioned curve through a central angle of 38 Degrees 16' $54^{\prime \prime}$ an arc distance of 66.81 feet; thence South 58 Degrees $14^{\prime} 34^{\prime \prime}$ West 91.97 feet tangent to said last mentioned curve to the beginning of a tangent curve concave Easterly having a radius of 85.00 feet; thence Southerly along said last mentioned curve through a central angle of 72 Degrees $16^{\prime}$ $54^{\prime \prime}$ an are distance of 107.23 feet; thence South 14 Degrees 02 ' $20^{\prime \prime}$ East 147.40 feet, tangent to said last mentioned curve to the beginning of a tangent curve concave Westerly and having a radius of 100.00 feet; thence Southerly along said last mentioned curve through a central angle of 53 Degrees 35 09" an are distance of 93.52 feet, thence South 39 Degrees 32 ' $49^{\prime \prime}$. West 40.01 feet, tangent to said last mentioned curve to the beginning of a tangent curve concave Southeasterly and having a radius of 65.00 feet; thence Southerly along said last mentioned curve through a central angle of 35 Degrees $15^{\prime} 06^{\prime \prime}$ an arc distance of 39.99 feet; thence tangent to said last mentioned curve, South 4 Degrees $27^{\prime} 43^{\prime \prime}$ West 224.88 feet, to the beginning of a tangent curve concave Westerly and having a radius of 150,00 feet; thence Southerly along said last mentioned curve through a central angle of 15 Degrees $32^{\prime} 03^{\prime \prime}$ an are distance of 40.67 feet; thence South 19 Degrees $59^{\prime} 46^{\prime \prime}$ West 229.37 feet tangent to said last mentioned curve to the beginning of a tangent curve concave Northeasterly and having a radius of 75.00 feet; thence Southeasterly along said last mentioned curve through a central angle of 54 Degrees 33' 13" an are distance of 71.41 feet; thence South 34 Degrees $33^{\prime} 27^{\prime \prime}$ East 18.69 feet tangent to said last mentioned curve to the beginning of a tangent curve concave Northeasterly and having a radius of 70.00 feet; thence Southeasterly along said last mentioned curve through a central angle of 31 Degrees $43^{\prime} 21^{\prime \prime}$ an are distance of 38.76 feet; thence South 66 Degrees $16^{\circ}$ $48^{n}$ East 38.21 feet tangent to said last mentioned curve to the beginning of a tangent curve concave Northerly and having a radius of 70.00 feet; thence Southeasterly along said last mentioned curve through a central angle of 51 Degrees $08^{\prime} 09^{\prime \prime}$ an arc distance of 62.47 feet

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Parcel 3:
1
An easement for road purposes, public utilities, sewers and for slope and drainage purposes over that portion of sald Section 34, Township 1 North, Range 17 West San Bernardino Meridian, according to the Official Plat thereof, included withln a strip of land 60 feet wide, lying 30 feet on elther side of the following descrlbed center line:

Beginning at the point of intersection of the center line of Elsie Drive, 30 feet wide, as said drive is shown on the map of Tract 8550, as per Map recorded in Book 109 Pages 77 to 80 inclusive of Maps, in the office of the County Recorder of sald County with the Southerly line of said Tract 8550, sald center line having a bearing of North 0 Degree $06^{\prime} 00^{\prime \prime}$ East for the purposes of this description; thence Southeasterly along a curve concave Northeasterly tangent to sald center line and having a radlus of 70 feet, through a central angle of 53 Degrees $33^{\prime \prime} 19^{\prime \prime}$, an are distance of 65.43 feet, thence tangent to said curve, South 53 Degrees 27' 19" East 63.11 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 235 feet; thence Southerty along said last mentioned curve through a central angle of 44 Degrees $08^{\prime} 14^{\prime \prime}$ an arc distance of 181.03 feet; thence tangent to said last mentioned curve, South 9 Degree $19^{\prime} 05^{\prime \prime}$ East 14.69 feet to the beginning of a tangent curve concave Easterly and having a radius of 100 feet; thence Southerly along said last mentioned curve through a central angle of 37 Degrees $06^{\prime}$ $52^{\prime \prime}$ an arc distance of 64.78 feet; thence tangent to said last mentioned curve, South 46 Degrees 25' 57" East 453.53 feet to the beginning of a tangent curve concave Southwesterly having a radius of 100 feet; thence Southerly along said last mentioned curve through a central angle of 60 Degrees $02^{\prime} 44^{\prime \prime}$, an arc distance of 104.80 feet; thence tangent to sald last mentioned curve, South 13 Degrees $36^{\prime \prime} 47^{\prime \prime}$ West 79.67 feet to the beginning of a tangent curve concave Easterly and having a radlus of 180 feet; thence Southerly along said curve through a central angle of 37 Degrees $27^{\prime} 20^{\prime \prime}$, an are distance of 117.67 feet; thence tangent to said last mentioned curve, South 23 Degrees $60^{\circ} 33^{\prime \prime}$ East 61.27 feet to the beginning of a tangent curve concave Northeasteriy and having a radius of 145 feet; thence Southeasterly along said curve through a central angle of 82 Degrees $33^{\prime} 59^{\prime \prime}$, an anc distance of 208.95 feet to the beginning of a reverse curve concave Southwesterty having a radius of 120 feet; thence Southeasteriy along salo reverse curve through a central angie of 94 Degrees $09^{\prime} \mathbf{2 7}^{\prime \prime}$, an arc distance of 197.20 feet to the beginning of a reverse curve concave Northeastedy and having a radlus of 50 feet; thence Southeasterly and Easterly along sald last mentioned curve through a central angle of 113 Degrees $39^{\prime} \mathbf{2 4 \prime \prime}$ an anc distance of 99.18 feet to the beginning of a compound curve concave Northwesterly and having a radius of 131 feet; thence Northeasterly along sald compound curve through a central angle of 25 Degrees 29' 42", an arc distance of 58.29 feet to the beginning of a reverse curve concave Southeasterly and having a radius of 245 feet; thence Northeasterly and Easterly along sald last mentioned reverse curve through a central angle of 68 Degrees $51^{\prime} 30^{\prime \prime}$, an anc distance of 294.44 feet; thence tangent to said last mentioned curve, South 82 Degrees 31' 56 " East 573.95 feet to a point in the center Ine of Old Topanga Canyon Road, 50 feet wide, as described In Deed recorded October 14, 1926 as Instrument No. 1775, in Book 6029 Page 393, Official Records.

Said easement to terminate Northeriy in said Southerly line of Tract 8550, and to terminate Easterty in the Westerly line of said Old Topanga Canyon Road.

APN: 4455-005-020

## POOR ORIGINAL

## The reproduction of the

 following document(s) cannot be improved due to the poor condition of the original.

Macro-Pro, Inc. Quality Control Department


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### 03.1902642

TITLE(S) :

D.T.T

## 8:04 AM JUL 022003 <br> RECORDEDFILEDIN OFFICIAL RECORDS RECORDER'S OFFICE LOS ANGELES COUNTY CALIFORNIA CALFORNA

Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company in black Ink.
Number of Parcels Shown

# RECORDING REQUESTED BY 

## 031902642

WHEN RECORDED MALL TO AND MALL TAX STATEMENTS TO
Name John Radzinski

ADDRESS 2216 th Street
CITY Seal Beach, CA 90740

## NOTICE OF CONSENT TO USE LAND

## ASSESSOR PARCEL NUMBER

4455-005-020

The West 660.00 feet measured at right angles to the West line of the North half of the Southeast quarter of Section 34, Township 1 North, Range 17 West, San Bemardino Baseline and Meridian, according to the Official Plat of said land. And in particular the Calabasas Peak Motorway as it crosses said land.
"THE RIGHT OF THE PUBLIC OR OF ANY PERSON TO MAKE ANY USE WHATSOEVER OF THE ABOVE DESCRIBED LAND OR ANY PORTION THEREOF IS BY PERMISSION, AND SUBJECT TO CONTROL, OF OVNER:SECTION 813 , CIVIL CODE"


STATE OF CALIFORNIA
1
county of MetaGE
\}s.s.
on VanE 30,2003
before me. Vim Sacaton Nordsy/QBure
 WLLGAM AT. WELCMAAN
personally knowm-to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name (s) joffre subscribed to the within Instrument and acknowledged to me that halchethey executed the same in hiofhastheir authortad capacttyltas), and that by hifnertheir signature (s) on the Instrument tho parsons), or the entity upon behalf of which the personf(s) acted, executed the lititiulient.


AND WIEN RECORDED MANI TO:

- John Rodzinski

Linda Marlene Rodzinski
William H. Weidman
221 6th Street
Seal Beach, CA 90740
A.P.N.: 4455-005-020

Order No.: 1027167
Escrow No.: 10399-DF

## GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLAREs) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY $\$ 165.00$ \& CITY $\underline{s} .00$
[X ] 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; [X ]City of Calabasas, and
FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,
Robert W. Taylor and Janet Taylor, Trustees of the R.W. and G. J. Taylor Revocable Trust dated April 9, 1990 andRobert W. Taylor, Ancillary Trustee of the R.W. and G. J. Taylor Charitable Remainder Unitrust dated July 27, 1990
hereby GRANT(S) to John Radzinski and Linda Marlene Radzinski, Husband and Wife as Joint Tenants as to an undivided $\mathbf{5 0} \%$ interest and Willim $\mathbf{H}$. Weidman, a Single man, as to an undivided $50 \%$ interest, as tenants in common
the following described property in the City of Calabasas, County of Los Angeles State of California;
As per Exhibit "A" attached hereto and made a part hereof.
SELLER (S):
R.W.and G. J. Taylor Revocable Trust dated April 9, 1990


Document Date: June 22. 2003
STATE OF CAlIFORNIA ISS
COUNTY OF Los Angles

persontly knowitome (or proved to me on the basis of satisfactory evidence) to be the persons) whose name (s) (share subscribed to the within instrument and acknowicuged to me that ine/spe/they executed the same in his/hdr/their authorized capacity(ies) and that by his/hef/their signatures) on the instrument the persons) or the entity upon behalf of which-Atoperson(s) acted, executed the instrument.


Mail Tax Statements to: SAME AS ABOVE or Address Noted Below

PARCEL A:
Parcel 1:
The West 860.00 feet measured at right angles to the West lines of the North half of the Southeast Quarter in Section 34, Township 1 North Range 17 West San Bernardino. Meridian, according to the Official Plat of said land.

Parcel 2:
An easement for road purposes, public utilities, sewers and for slope and drainage purposes over that portion of the East half of Section 34, Township 1 North, Range 17 West San Bernardino Meridian, according to the Official Plat thereof, Included within a strip of land 80.00 feet wide, the center line of. which is described as follows:

Beginning at a point in the center line of the 60.00 feat easement as reserved in Quitclaim Deed recorded October -13, 1966 as Instrument No. 38, In Book D-3452 Page 331, Official Records, distant Northerly along the arc of a curve, having a radius of 180.00 feet; a central angle of $37^{\circ} 27^{\prime} 20^{\prime \prime}$ and an arc length of 117.07 feet, as described in said last mentioned reservation, an arc distance of 39.27 feet to the true point of beginning of this description; thence South $63^{\circ} 35^{\prime} 08^{\circ}$ West 134.26 feet to the beginning of a tangent curve concave to the Southeast and having a. radius of 100.00 feet; thence Southwesterly along sld last mentioned curve through a central angle of $43^{\circ} 37^{\prime} 28^{\prime \prime}$ an arc distance of 78.14 feet; thence South $19^{\circ} 5.7^{\prime} 40^{\circ}$ West 142.97 feet, tangent to said last mentioned curve to the beginning of a tangent curve concave Northwesterly having a radius of 100.00 feet; thence Southwesterly along said last mentioned curve through a central angle of $38^{\circ}{ }^{\circ} 16^{\prime} 54^{\prime \prime}$ an arc distance of 68.81 feet; thence South $58^{\circ} 14^{\prime} 34^{\prime \prime}$ West 91.97 feet tangent to said last mentioned curve to the beginning of a tangent curve concave Easterly having a radius of 85.00 feet; thence Southerly along said last mentioned curve through a central angle of $72^{\circ} 16^{\prime} 54^{\prime \prime}$ an arc distance of 107.23 feet; thence South 14 degrees $02^{\prime \prime}$ $20^{\text {" East }} 147.40$ feet, tangent to said last mentioned curve to the beginning of a tangent curve concave Westerly and having a radius of 100.00 feet; thence Southerly along said last mentioned curve through a central angle of $53^{\circ} 35^{\prime} 09^{\prime \prime}$ en arc distance of 93.52 feat; thence South $39^{\circ} .32^{\prime} 49^{\prime \prime}$ West 40.01 feet, tangent to said last mentioned curve to the beginning of a tangent curve concave Southeasterly having a radius of 6 E .00 feet; thence Southerly along said last mentioned curve through a central angle of $35^{\circ} 15^{\circ} 06^{\prime \prime} \mathrm{kn} \mathrm{arc}$ distance of 39.99 feet; thence tangent to said lest mentioned curve, South $4^{\circ} 27^{\prime} 43^{\prime \prime}$ West 224.88 feet, to the beginning of a tangent curve concave Westerly and having a radius of 150.00 feat; thence Southerly along said last mentioned curve through a central angle of $15^{\circ} 32^{\prime} 03^{\prime \prime}$ an arc distance of 40.67 feet; thence South $19^{\circ} 59^{\prime} 46^{\circ}$ West 229.37 feet tangent to said last mentioned curve to the beginning of a tangent curve concave Northeasterly and having a radius of 75.00 feet; thence Southeasterly along said last mentioned curve through a central angle of $54^{\circ} 33^{\prime} 13^{\prime \prime}$ an arc distance of 71.41 feet; thence South $34^{\circ} 33^{\prime} 27^{\prime \prime}$ East 18.69 feet tangent to said last mentioned curve to the beginning of a tangent curve concave Northeasterly and having a radius of 70.00 feet; thence Southeasterly along sild last mentioned curve through a central angle of $31^{\circ} 4^{\prime} 3^{\circ}$ $21^{\prime \prime}$ an arc distance of 38.78 feet; thence South $66^{\circ} .16^{\prime} 48^{\prime \prime}$ East 38.21 feet tangent to said last mentioned curve to the beginning of a tangent curve concave Northerly and having a radius of 70.00 feat; thence Southeasterly along said last mentioried curve through e central angle of $51^{\circ} 08^{\prime} 09^{\prime \prime}$ an arc distance of 62.47 feet; thence North $62^{\circ}$ $35^{\prime} 09^{\prime \prime}$ East 0.03 feet tangent to said last mentioned curve to the beginning of a tangent curve concave Northwesterly and having a radius of 60.00 feet; thence Northeasterly along said last mentioned curve through a central angle of $35^{\circ} 15^{\circ} 16^{\circ}$ an arc distance of 36.82 feet; thence North $27^{\circ} 19^{\prime} 47^{\circ}$ East 78.15 feet tangent to sad last mentioned curve to the end of said last mentioned center.line.

Parcal 3:
An easement for road purposes, public utllities, sawers and for slope and drainage purposes over that portion of sald Section 34, Township 1 North, Range 17 West San Eernardino Meridian, according to the Official Plat thereof, included withln a strip of land 60 feet.wide, lying 30 feet on either side of the following described centar line:

Beginning at the point of intersiction of the center line of Elsie Drive, 30 feat wide, as sald drive is shown on the map of Tract 8650, as per map recorded in Book 109 Pages 77 to 80 inclusive of maps, In the office of the County Recorder of said county with the Southerly line of sald Tract 8550, sald center line having a bearing of North. $0^{\circ} 06^{\prime} 00^{\prime \prime}$ East for the purposes of this description; thence Southeasterly along a curve concaveNortheasterly tangent to sald center line and having a radius of 70 feat, through a central angle of $53^{\circ} 33^{\prime} 19^{\prime \prime}$, an arc distance of 65.43 feet; thence tangent to sald curve, South $53^{\circ} 27^{\prime} 19^{\prime \prime}$ East 63.11 feet to the begining of a tangent curve concave Southwesterly and having a radius of 235 feet; thence Southefly along sald lest mentloned curve through a central angle of $44^{\circ} 08^{\prime} 14^{\prime \prime}$ an are distance of 181.03 foet; thence tangent to said last mentionad curve, South $9^{\circ} 19^{\prime} .05^{\prime \prime}$ East 14.69 feet to the beglining of tangent curve concave Easterly and having a radius of 100 fest; thence Southerly along sald last mentioned curve through a central angle of $37^{\circ} 05^{\prime} 52^{\prime \prime}$ an arc distance of 84.78 feet; thence tangent to sald last mentloned curve, South $46^{\circ} 25^{\prime} 57^{\prime \prime}$ East 453.53 feat to the beginning of a tangent curve concave Southwesterly having a radius of 1.00 feet: thence Southerly along said last mentioned curve through a central angle of $69^{\circ} 02^{\prime} 44^{\prime \prime}$, an are distance of 104.80 feet; thence tangent to sald last mentioned curve, South $13^{\circ} 36^{\prime} 47^{\prime \prime}$ West 79.67 feet to the beginning of a tangent curve concave Easteriy and having a radius of 180 feet; thence. Southerly along sald curve through a centrat angle of $37^{\circ} 27^{\prime} 20^{\prime \prime}$, an. arc distance of 117.87 feet; thence tangent to said last mentloned curve, South $23^{\circ} 5^{\prime \prime}$ $33^{n}$ East 61.27 feet to the beglnning of a tangent curve concave Northeasterty and having a radius of 145 feat; thence Southeasterly along said curve through a central angle of $82^{\circ}$ $33^{\prime} 59^{*}$, an arc distance of 208.95.feet to the beginning of a reverse curve concave Southwesterly having a radius of 120 feit; thence Southeasterly along sald reverse curve through a central angle of $94^{\circ}$ 09' $27^{\prime \prime}$ ", an arc distance of of 197.20 feat to the beginning of a reverse curve concave Northaasterly and having a radius of 50 feet; thence Southeasterly and Easterly along said last mentioned curve through a central angle of $113^{\circ}$ $39^{*} 24^{\prime \prime}$ an arc distance of 99.18 feet to the beginning of a compound curve concave Northwesterly and having a radius of 131 feat; thence Northeasterly along sald compound curve through a central angle of $25^{\circ} 29^{\prime} 42^{\prime \prime}$, an arc distance of 58.29 feet to the beginning of a reverse curve concave Southeasterly and having a radius of 245 feet; thence Northeasierly and Easterly along sald last mentloned curve through a central angle of $68^{\circ} 51^{\prime} 30^{\prime \prime}$, an are distance of 294.44 feet; thence tangent to sald last mentioned curve, South $82^{\circ} 31^{\prime} 56^{\prime \prime}$ East 573,95 foet to a point in the center line of Old Topanga Canyon Road, 50 feet Wida, bs described in Desed recorded October 14, 1928 as Instrument No. 1776, In Book 6029 Page 393, Official Records.
Sarld esement to terminate Northerty in sald Southerly line of Tract 8550, and to terminate
Esaskity in the Westerly lire of sald Old Topanga Canyon Road.
Assessors Parcel No: 4456-005-0.485-


COLA - Regional Planning



VGELES COUNTY
SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2004 TO JUNE 30, 2005
MARKJ. SALACINO. TREASURER AND TAX COLLECTOR
FOPASSISTANCE CALL (213) 974-21:1 OF (888) 807.2711



| Title Chain for 4455-005-020 |  |  |  |
| :--- | :--- | :--- | :--- |
| Grantor | Grantee | Date | ORD |
|  | Botiller | $2-7-56$ | $3121-024$ |
| Botiller | Thompson O.E. | $4-5-60$ | $0961-009$ |
| Thompson O.E | Taylor, R. and G | $4-11-68$ | $0367-189$ |
| Taylor, R. \& G.J. | Radzinski, \& Weidman | $6-23-03$ |  |

# LOS ANGELES COUNTY <br> DEPARTMENT OF REGIONAL PLANNING 

CERTIFICATION OF LOBBYIST REQUIREMENTS
(Ordinance No. 93-0031)

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

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


PERMIT NOS).

## TITLE AND

 SEARCH SHEETS



# $M A C R O=P R O$ 

## CLAIM \#: 7030033669 FILE \#: 770/123

## DELIVER TO:

WHITNEY L. BOST, ESQ.
(PART 2 OF 2)
HANGER, STEINBERG, SHAPIRO \& ASH 21031 VENTURA BOULEVARD SUITE 800
WOODLAND HILLS, CA 91364-6512

INVOICE \#:
CASE NAME:

CASE \#:
RECORD LOCATION:

1770519
FARSH PROPERTIES, LLC., ET AL. vs. SCHMITZ \& ASSOCIATES, INC., ET AL.
BC420202
COUNTY OF LOS ANGELES DEPT OF REGIONAL PLANNING 320 W. TEMPLE ST 13TH FLOOR LOS ANGELES, CA 90012
COPIES TO:

STATUS OF ALL LOCATIONS FOR THIS ORDER (** Provided to Ordering Party ONLY**)

1 - L.A. COUNTY FIRE DEPARTMENT - LOS ANGELES
10 - FIRST AMERICAN TITLE INSURANCE COMPANY - SANTA ANA
11 - L.A. ESCROW EXPRESS - TARZANA

- CARNAHAN \& ASSOCIATES - WOODLAND HILLS
- DEPARTMENT OF BUILDING \& SAFETY - LOS ANGELES
- COUNTY OF LOS ANGELES DEPT OF REGIONAL P - LOS ANGELE

15 - L.A. COUNTY PUBLIC WORKS AND BUILDING SA - ALHAMBRA
16 - LOS ANGELES COUNTY TAX COLLECTOR - LOS ANGELES
2 - DAYANI PARTNERS, LLP - LOS ANGELES

- NICK KAZEMI, INC. - WOODLAND HILLS
- CONSTRUCTION ADVISORY SERVICES, LLC - CALABASAS
- GeoCONCEPTS, INC. - VAN NUYS
- IKE'S PUMP \& DRILLING, INC. - OXNARD
- BONIFACIO FLORES - OXNARD
- ATIABI CONSTRUCTION COMPANY - SOMIS

9 - LOS ANGELES COUNTY TAX COLLECTOR - LOS ANGELES

04/28/2010 - COMPLETE - No Records
07/20/2010 - COMPLETE (220 Pages)
07/27/2010 - COMPLETE (677 Pages)
08/05/2010 - COMPLETE - No Records
07/07/2010 - COMPLETE - No Records
08/17/2010 - COMPLETE (430 Pages)
08/10/2010 - On Route to be Copied and/or Served
07/28/2010 - COMPLETE (201 Pages)
08/17/2010 - On Route to be Copied and/or Served
07/29/2010 - Records Not Ready for Copy
08/13/2010 - Attempting to Copy
08/09/2010 - COMPLETE (336 Pages)
07/15/2010 - COMPLETE (102 Pages)
08/11/2010 - Records Not Ready for Copy
07/27/2010 - COMPLETE - Certificate of No Records
07/16/2010 - COMPLETE (175 Pages)

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Title Chain


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Title Chain

| Report Origination ID: |  | DATA TRACE - LA PLANT 24-TMP-TPO1 |  |  |  | Date: <br> Plant Date Xname Date |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Ref. 01 of 01 |  | Ptn | Section |  | Township |  |  |  |
| APN: 4455-008-002 |  |  | 03 |  | 1015 17W |  |  |  |
| From: |  |  |  |  |  |  |  |  |
|  | Thru: |  | Name: KRUE |  |  | Option: SAP [Doc: |  |  |
| Type | Rec Date | Doc No | 1st Party $\quad$ 2nd Party |  |  | Amount | Ptn-LgI | Remarks |
| D | 01-26-89 | 20138868 | 19t Party | KRUEG>MMSP |  |  | LI\&2NEQ |  |
| D | 01-26-89 | 20138868 | KRUEG | KRUE | G>MMSP |  | PTNEQ |  |
| (19) | 01-26-89 | 20138869 | demas | KRU | G>MMSP | F\$40700 | L182NEQ |  |
| D) | 01-26-89 | 20138869 | demas | KRU | G>MMSP | F\$40700 | PTNEQ |  |
| T0 | 01-26-89 | 20138870 | KRUEG |  |  | \$255000 | L1\&2NEQ |  |
| TD | 01-26-89 | Z0138 870 | KRUEG |  |  | \$255000 | PTNEQ |  |
| 0 | 01-26-89 | 20138871 | DEMA\& | KRUE | G>MMSP |  | EASNEQ |  |
| D | 01-26-89 | 20138871 | DEMA\& | KRUE | G>MMSP |  | L122NEQ |  |
| D | 01-26-89 | 20138872 | KRUEG | DEMA | \& $<V$ |  | PTNEQ |  |
| D | 01-26-89 | Z0138 872 | KRUEG | DEMA | \& $<2$ |  | L182NEQ | SEE DOC |
| D | 01-26-89 | 00138872 | KRUEG | DEMA | \& $2>$ |  | EASNEQ |  |
| D | 01-26-89 | 00138872 | KRUEG | DEMA | \& $<2$ |  | L182NEQ |  |
| PS | 01-26-89 | 00708164 | KRUEG | 1002 | 64822 |  | PTREAS | STARTER |
| PS | 01-26-89 | 00708165 | KRUEG | 1002 | 64822 |  | PT\&EAS | Starter |
| D | 07-17-89 | 21136531 | KRUEG | RAD |  | P\$110 | PTL2NEQ |  |
| TD | 08-02-89 | 21238424 | KRUEG | 89013 | 88870 |  |  |  |
| TD | 02-13-90 | Z0247 118 | KRUEG | 89013 | 8870 |  |  |  |
| TD | 02-20-91 | C0241 591 | KRUEG | 89013 | 8870 |  |  |  |
| SA | 05-30-91 | 20795838 | KRUEG | 89013 | 8870 |  |  |  |
| D | 05-30-91 | $Z 0795839$ | KRUEG | EBEN | S>V | F\$2750 | EASNEQ |  |
| AG | 05-30-91 | Z0795 840 | KRUE\& |  |  |  | L182NEQ | SEE DOC |
| D | 05-30-91 | 20795841 | EBENS | KRUE | G>MMSP | F\$2750 | EALINEQ |  |
| PR | 12-04-91 | Z1904 532 | KRUEG | 89138 | 870 |  | PTL? |  |
| R | 01-07-92 | G0028 677 | KRUEG | 89013 | 88870 |  |  |  |
| D | 09-15-94 | Z1695 561 | KRUEG | SCEC | >AC |  | EASL1 |  |
| D | 05-12-00 | DD0733 274 | KRUEG | KOEH | Ll>SW | F\$37950 | PTL1NEQ |  |
| D | 05-12-00 | DD0733 274 | KRUEG | KOEH | Ll>SW | F\$37950 | PTNEQ | SEE DOC |



COLA - Regional Planning






## TITLE(S)

RECORDING REQUESTED BY
Departmond of Rogional Pianning
320 Wesl Termple Street
Roonn 1303 , Hall of Records
Loa Angeles, Catifomla 80012
AND WHEN RECORDED MAlL TO
Name: John Radzinskl
Streat: $2216^{\text {th }}$ Street
City: Seal Beach, CA 90740

## CERTIFICATE OF COMPLIANCE

## REQUEST FOR CERTIFICATE OF COMPLIANCE

WWe the undersigned owner(s) of record (and/or vendee(s) pursuant to a contract of sale) in the following described property within the unincorporated territory of the County of Los Angeles, hereby REQUEST the County of Los Angeles to determine If sald property described below complies with the provislons of the Subdivislon Map Act (sec. 66410 et seq., Government Code, State of Callfornia) and the Los Angeles Code, Title 21 (Subdivisions)


## LEGAL DESCRIPTION

Governmant Lot 2, of the Northeast Quarter of Section 3, Township 1 South, Range 17 West, San Bernardino Brase Meridian, In the County of Los Angeles, Btate of Calfiomia, aceording to the Official Plat of saad land fred in the District Land Office on August $31,1680$.

# CERTIFICATE OF COMPLIANCE CONTINUATION 

## CERTIFICATE OF COMPLIANCE NO.:

$\qquad$

APN: 4455-008-002

## NOTES:

THIS CERTIFICATE DOES NOT CONSTITUTE A BUILDING PERMIT
Prior to authorization to build on this property, the applicant will be required to conform to the County Building regulations. Such regulations include, but are not limited to; programs for appropriate sanitary sewage disposal, water supply for domestic use and fire suppression.

GEOLOGIC, soils and/or Drainage Conditions may exist on the subject property, which could limit development or necessitate that remedial measures be taken in order to obtain a Building Permit.

## DETERMINATION OF COMPLIANCE

NOTE:
This determination DOES NOT GUARANTEE that the subject property meets current design and improvement standards for subdivided parcels. Prospective purchasers should check site conditions and applicable development codes to determine whether the property is suitable for their intended use.

## CERTIFICATE OF COMPLIANCE

Pursuant to the provisions of the Subdivisions Map Act (Sec. 66410 et. Seq., Government Code, State of California) and the County Subdivision Ordinance (Title 21 of the Los Angeles County Code). I hereby certify that 1 have reviewed the above-described division of real property and have found it to be in conformance with all requirements of the Subdivision Map Act and of the County Subdivision Ordinance.



APR 08205


SPACE ABOVE THIS LINE FOR RECORDER‘S USE

## TITLE(S)

RECORDING REQUESTED BY
Departinert of Ragoral Plenring
320 Weet Tempto Street
Room 1380, Hall of Reconds
Los Angeles, Calfornia 60012

AND WHEN RECORDED MAR TO
Nama: John Radzinskd
Street: $\mathbf{2 2 1} \mathbf{6}^{\text {th }}$ Street
City: Seal Beach, CA 90740

## CERTIFICATE OF COMPLIANCE

## REQUEST FOR CERTIFICATE OF COMPLIANCE

We the undersigned owner(s) of record (and/or vendee(s) pursuiant to a contract of sale) in the following described property within the unincorporated territory of the County of Los Angeles, hereby REQUEST the County of Los Angeles to determine if said property described below complies with the provisions of the Subdivision Map Act (sec. 66410 et seq., Government Code. State of California) and the Los Angeles Code, Title 21 (Subdivisions)


## LEGAL DESCRIPTION

Government Lot 2, of the Northeast Quarter of Sectlon 3, Townahip 1 South, Rango 17 West, San Bernardino Base Meridian, kn the County of Los Angeles, State of Cinlifomia, according to the Oritalal Prat of asid land fitad in the Diatrict
Land Office on August $\mathbf{3 1}$, 1888 .

## CERTIFICATE OF COMPLIANCE CONTINUATION

 CERTIFICATE OF COMPLIANCE NO.: RCOC 200500012APN: 4455-008-002

## NOTES:

## THIS CERTIFICATE DOES NOT CONSTITUTE A BUILDING PERMIT

Prior to authorization to build on this property, the applicant will be required to conform to the County Building regulations. Such regulations include, but are not limited to; programs for appropriate sanitary sewage disposal, water supply for domestic use and fire suppression.

GEOLOGIC, soils and/or Drainage Conditions may exist on the subject property, which could limit development or necessitate that remedial measures be taken in order to obtain a Building Permit.

## DETERMINATION OF COMPLIANCE

NOTE:
This determination DOES NOT GUARANTEE that the subject property meets current design and improvement standards for subdivided parcels. Prospective purchasers should check site conditions and applicable development codes to determine whether the property is suitable for their intended use.

## CERTIFICATE OF COMPLIANCE

Pursuant to the provisions of the Subdivisions Map Act (Sec. 66410 et. Seq., Government Code, State of California) and the County Subdivision Ordinance (Title 21 of the Los Angeles County Code). I hereby certify that I have reviewed the above-described division of real property and have found it to be in conformance with all requirements of the Subdivision Map Act and of the County Subdivision Ordinance.

DEPARTMENT OF REGIONAL PLANNING
County of Los Angeles
James E. Hartl, AICP
Director of Planning
DEPARTMENT OF REGIONAL. PLANNING


Title: Administrator, Current Planning Division


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 half of the northeast quarter of seotion three in somahip ono gouth of Fanpo seventoon weat of the San Bormardino, Ereridian, Oalifornia, containing one hundred sixty and tiventy-itree-hundredthis acres,





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## TITLE(8):

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RECORDING REQUESTED AT JOHN KADZINSKI aka JACK RJCERS

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SPACE ABOVE THIS LINE FOR RECOROEA'S USE
(20)-


Lot 2 of the Northeast quarter of Section 3, Tuntiship 1, South, Range 17 West, San Bernardino Meridian, according to the official Plat Map of said land filed in the district land office August 31, 1896, JOHN RADZINSKI aka JACK RCGERS tate of Cialifurni:s:
fAcial Plat Map of said land filed


Dared January 9. 1989


KENNETH K. KRUEGER

 LOFTIN, EULA LOFTIN, HHOMAS M. RICHARDS, VERA KAE RICHARDS', MARK COHN and ELIŻABETH


MAHL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE:IF NO PARTY SO SHOWN, MAIL AS OIRECTED ABOYE



PARCER 1:

Lots 1 and 2 of the Northeast quarter of Section 3, Township 1, South, Range 17 Hest, San Bernardino Kerldian, County of Los Angeles, State of Callfornia, according to the offlcisi plat of said land eiled in the district land office August 31, 1896.

## EXCSPT THAT PCRTION OF LOT L, DESCCRIBED AS FOLLONS:

Beglinning at the Northeast comer thereof; thence West along the Northerly line of said Lot 1, 670.15 feet; thence South on a-1lne parallel to the East line of said Lot 1, 250 feet; thence bast on a line purallel to the sald North line of Lot $1,670.15$ feet to the East line of said fot 1 ; thence North along the East line of sald Lot 1 , a distance of 260 feet

## NLSO EXCEPT THATT PORTION OF LOT 1, DESCRIEED AS FOLLONS:

Beginning at the Northeast corncr of said Lot 1 ; thence south 0 degrees $04^{\circ}$ East along the Bast line of said Lot, 600.43 feet to the true point of begknning; thence South 0 degrees 04 * Gast 442.97 Eeet; thence South 89 degrees $56^{\prime}$ West 10 feet; thence North 50 degrees 04, West 122.89 feet; thence North 76 degrees $34^{\prime}$ West 60 feet; thence North 0 degrees $04^{\prime}$ West 35 feet; thence South 89 degrees 56 ' Nest 157.29 feet; thence North 0 degrees $A^{\prime}$ West 100 feet; thence North 89 degrees $56^{\prime}$ East 108.58 feet; thence North 0 degrees $04^{\prime}$ Wast 208.71 feet; thence North 89 oegrees 56' East 208.71 feet; to the point of beginning.

## PARCEE 2:

A perpetial easement in, on and over that portion of the Northwest quarter of the Northwest quarter of Section 2, Township 1 South, Range 17 West, San Bernardino Meridian, County of Los Angeles, State of Callfornia, according to the offictal plat thereof, Inciuded vithin strip of land 54 Eeet wfic, the Northeasterly, Northerly and Northvesteriy IIne of sald
strip being described as follows: strip being described as follows:

Beginning at the Intersection of the South IIne of the Northwest quarter of the Northwest quarter of said Section 2, with a line that is parallel uith and distant Northeasterly 54 feet, measured at right angles, fron that certain course and its prolongation, described in Parcel 1 of Easement Deed recorded Novenber 21, 1969 as Instrument No. 869 in Book D04561 Fage 355, of offlclai records of mid County, hasing a bearing and length of North 35 degrees $00^{\prime}$ 00" West 241.72 feet; therce along said parallel line, North 35 degrees $00^{\prime \prime} 001$ West to the beginning of a tangent curve concave Southwesterly, faving a radius of 254 feet and being tangent at its point of ending to a line parallel uith and distant Northerly 54 feet measured at right angles, from the Northerly line of the South half of the South half of the Northwest quarter of the Northrest guartex of said Section 2; thence Northwesterly along said curve to said point of ending; thence Westerly along said last mentioned parallel line to the beginning of a tangent curve concave Southeasterly having a radiug of 350 feet and which passes through a point on the West 11 ne of said Section 2 djatant Southerly along sald West line of 1043.40 feet from the Northwest corner of said Section 2; thence Southresterly along sald last mentioned curve to said point on said Hest line.
The Southwesterly, southerly and Southeasterly ine of sald 54 foot strip is to be lengthened or shortened so as to be everywhere parallel, concentric vith and distant Southwesterly, Southerly and Southeasteriy 54 feet measured at right angles and radially to said Northeasterly, Northerly and Northwesterly line, and the side IInes of said strip of land shall be prolonged or shortened so as to terminate Westerly in the Hest line of aald Section 2 and to terminate Southerly in the South ine of the Northwest guarter of the Northwest quarter of sald Section 2.

Sald easements shall be for the purposes of ingress, egress, roaduay, drainage, utillty and television ilnes, cables, poles, pipes and conduits for water, sever, gas, telephone, pover and any other public or private utillity, and for construction, repair and maintenance thereof, and purposes incidental to ali of such purposes.

The easements herein granted shall be appurtenant to and for the berefit of the following described real property in the unincorporated area of Cos Angeles County, State of California; and the owners, grantees, successors and assigns thereof;
The Northeast quarter of Section 3, Towship 1 South Range 17 Hest, San Bernardino Heridian, according to the offlcial plat of survey of sald land on file in the bureau-of Land Management; and such lands as may adjoin sald Northwast quarter of Section 3 on the North, West or South thereof, but not to exceed 160 acres adjoining each of sald three
borders. borders.

PARCEI 3:

## 89-138869

An easemert for ingress, egress and drainage over a strlp of land 40 feet vide in a portion of the Southeast quarter of the Northwest quarter and Southwest quarter of tre Northwest

quarter of. Section 2, township 1 South, Range 17 Hest, San Bernardino Meridian, in the County of Los Angeles, State of Callfornla, the Southerly line of said 40 toot strlp being described as follows:

Begiming at a point in the East line of said Southeast quarter of the Northest guarter of sald section, distant thezeon North 1139.23 feet from the center of sald sectlon; thence South 83 degrees $36^{\prime} 00^{\prime \prime}$ West 454.07 feet; thence South 62 degrees $22^{\prime} 00^{\prime \prime}$ West: 349.32 feet; thence North 55 degrees 53: 00" West 90.25 Eeet; thence North 73 degrees $01^{\prime \prime} 00^{\prime \prime}$ West 214. 65 feet; thence South 73 degrees $27^{\circ} 00^{\prime \prime}$ West 159.17 feet; thence South 75 degrees $36^{\circ}$ $00^{\prime \prime}$ West 80.08 feet to its intersection with the East line of the Southwest quarter of the Northuest quarter of said Sertion 2 ; sald Intersection being the heginning of a tangent. curve concave Northerly and having a radius of 90.00 fuet; thence Northwestarly along said curve through a central angle of 68 degreas $24^{\prime \prime} 00^{\prime \prime}$ and an arr: distance of 107.44 feet.; thence tangent to salu curve North 35 degrees $00^{\prime} 00^{\prime \prime}$ West 241.72 feet to tipe North line of said Southwest quarter of sald Northwest quarter of said Stution 2.
Except therefrom any portion thereof lying Easterly of the Westerly line of Topanga Canyon Road, 50 feet wide, as said road is described in Deeds recorded in Frook 6647 Page 107 and Book 7873 Page 321, of Official Records, of sald County.

Also except therefrom one-half of all oll rights, as reserved by Jca rabel McClain In Deed recorded May 21, 1947 in Book 24548 Page 440, of Officlal Records.

AND EXCBPTING therefrom a 25 percent royalty of and the right:s to all oll, gas or other hydrocarbons of the proceeds thereof, which may be produced Erom sald premises, as sald. 25 percent royalty interest is reserved in Deed recroded october 2, 1951 as instriment No. 19523. In Book 37329 Page 145, of Official Recoris, such reservation being in favor of Teresa Pasquaro.

The Northerly line of sald 40 Eoot strip is to be lengthened or shortened sal as to be everywhere parallel, concentric with and distant Northerly 40 feet measured at right angles and radially to sild Southerly line and is to terminate Westerly in sajd Northerly line of sald Southwest quarter of sald Northwest quarter of said Section aral is to terminate Easterly in the Westerly line of sald Topanga Canyon Road.

The asement, hereln granted shall. be appurtenant to and for the benefit of the following described real property and the owners, grantees, successors and assigns thereof.
Lot 4 of the Northwest quarter of Section 2 in Township 1 South, Range 17 West, San Bernardino Meridian, in the county of Los Angeles, State of Californta, according to the offical plat of the survey of sald land flled in tha District Lami Office August 31, 1896.

The Northeast quarter of Sertion 3, Tounship 1 South, Range 17 Hest, San Bernardino Meridian according to the official plat of survey of sald land on flle in the Bureau of Land Management.

[^9]

## QUITCLAIM DEED

FULL COVENANT
SEE ALPACAS
 $\qquad$ 19.94 BETWEEN

John Radzinski a.k.a. Jack Rogers
A HD
wINESSETH R.A.Eigenbrodt \& Assoc. Inc.
in wo funaired Eighty five thousand
 - Recorded First Trust Deed and Note now in Default in in hand pard by





Gov't Lot 2, Section 3, Township 1 South, Range 17 West,
 Plat of said land on file at the District Land Office on
August 31,1896

$$
\text { A.P.N. } 4455008002
$$

TOCETHER win all and singular the tenements. hereditaments and abpurienaltes thereunto belonging. of in any wish appanathing, and
 the sad premesea _ property possession. clam and demand whatsoever. as well in law as in equity. il Granter_. of, in or to the sad premises. and every part and parcel thereat with tho appurtenances
 hells and assigns framer
 ital above writhen


 personally known to me (or proved fore on the basis of salisfaclory evidence l io be the persons) whose nama (s) is/are subscribed it the within instrument and achunowdediged to mo that he/sho/they executed the same in hisfore/their authorized
 meta the persons), or the andy upon betrif of which the persons)



(Seal|



Descriptions Los haole, ca 0 Order: cola roc t200500012 Comment:

## This SEEMS To



THE UNDERESGUED GFANTOR PENHEeS:
THEGFHate Hercs ia) ans the (bextacicinix Tite anbunt of THE unpa:D Debt fobentere arith Costs ans

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+385.000
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941969016
liecwmbins heaursiga ar ( EToN TRUST


## 77-1217155


dit LiNDLASIGNED CR\&NTOM(s) DECLARE (s)


FOR A VALUABLE COINSIDER,ITION, seccipt of what h is hereby zclinowledecd. GUSAN B. WILlard, NLELSN Brooks and Joni brooks
herby REMISE RELEASE MAD FOREVER QUITCLAAM to EJSN Trust, all their right,
title and interest in and to
the following derestibed real property in the comas of LOS Angeles - state al Califorma:
PaRCEL 1: Lots 1 and 2 of the Northeast quarter of Section 3 Township 1 South, Range 17 west, San Bermardino Meridian, in the official plat of said, State of California, according to the official plat of said land filed in the district land office August 31, 1896 , EXCEPT that portion of Lot 1 , described as follows: Beginning at the Northeast corer thereat; thence West along the northerly lino of said Lot i. 670.15 Ert; thence South on a line parallel to the East line of said Lot 1 . 260 feet; thence East on a line parallel to the said North in e of Lot $1,670.15$ feet to the East line of aid Lot 1 ; thence North along the Last line of said Lot 1 , a distance of 260 feet to the as follows: Beginning at the Northeast portion of Lot l, described as follows: Beginning at the Northeast corner of said Lot i; thence South 0 degrees 04 minutes East along the East info of south 0 degrees 04 minutes the true point of beginning: thence South 0 degrees 04 minutes East 442.97 feet; thence South 89 degrees 56 minutes Nest 10 feat; \{continued on Page ? attached
hereto and made a part hereof)
 STATE OF CAIJFORAS
(ALSTY OF Los Angeles \}s.
On ___ 1977 _-_blare me, the under signed, a Nous t Public in and for and round and Site perennially Braved SUSAM B. WILLARD, $\qquad$ BROQXS and JONT BROAKS


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Thanco North 50 teriroces 04 mlnutos West 12t. 89 lect: thetice Hortr Wost 25 feot: 1 minutas West 60 teot: thoncer North $n$ diegrees 04 minutes thonco North 0 degt bes 04 minutogress le minutas weet liz. 29 teet,
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PARCE: ?: The last hali of the East half of the Southeest guarter of the Northeost quarter of Section 3, Tounshid I South. Renge 17 Mest of ornia, accordine to the officia! plat of said liandes, State of Callfdistrict iand office August 31, 1896 . Of said land, filed in the
Including
wes* Quarter of tha herthent in on and aver that portion of the korthRange 17 Wast, San Bernardino Neridian Section 2, Townst.1p | South, thereo-, included within a strip of land 54 feet wide the cificial plat Wortnerly and No-thwesterly line of said strip 54 feing deseribed theastorly, Beginning at the intersection of the South line of ting described 35 foliows: of the Northwast quarter of sald Section 2, with of the Northwest quarter with end distant Hortheasiarly 54 feet, measured a line that is parall. 1 that certain course and its prelongation suser af righ- angles, from ment deed recorded November 21, 1969 as inescribed in Percel 1 of easaPage 355 of Official Record; of sata County, rument No. 869 ; $n$ Book D-4561 of North $35^{\circ} 00^{\prime}$ ! $00^{\prime \prime}$, Mest 241.72 feet; thence hawing $a$ bearing and length North $35^{\circ} 00^{1} 00^{\prime \prime}$ West to the beginning of along said. parallel line, westerly, having a redius oi 254 feet and balng tingent ourve conceve Southending to a line parallel with and distant baing tingent at its point of right angles, from the Northerly lline of the Southly 54 feer measured af of the Northwest quarter of the Northwest quarter of sald Section 2 half sorthwesterly along rald cuive to said poin quarter of sald Section 2, thence along said last mantioned parallal IIne to the beainnitg thance Westerly curve concave scutheasterly having a redius of beginning of a fangent through a point on the Hest 11 ne of said 5 of 350 feet and which passes sald West tine 1043.40 teet from the Northwest 2 dlstant Southerly along thence Southweste-ly along said last morthwest corner af said Sectlon 2; West ine.

The Southwestarly. Southerly and Southeasterly the of said 5 A foot strip is to be lengthened or shortened so as to be everywhere parallel, concenrric with an alstant Southwesterly, Southerly and Southeas.terly 54 teet. measured at right angles and radially to sald Northeasterly, Northerly and Korthwesterly line, and the slde lines of said strip cf land shall be prolonged or shortened so as to terminate Westerly in the West inne of west quarter of the Northwest quatherly In the south line of the Northres. 1
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$\vdots$ draideasements shall.be for the purposes of ngress, eqress, roadway, for wage, utillty and television lines, cablias, poles, pipes and condults $\because \because$ utlity; and for cos, telephone, power and any other public or private 'Ir.cidental to all of such puiposes. A受 'The essements herein granted shall be appurtenant to and for the beneflt of The 'following described'real proporty in the inincorporated area if los
Angeles County, and the owners, granteas, successors and assigns thereof Angeles County, and the orners, granteas, succeessors and assigns thereof; The Northeast quarter of Section 3, Townshlr I Sou-h, Ranges is West, San : Bernardino Meridian, according to the official plat of survey of sald land $\therefore$ N file in the Bureas of Land Management; and such lands as may adjoln sald Description: toxceed 160 acres adjoining each of sald three bordars. Order, cola rcoc t200500012 Cosument:



'rare:


 thence thorth 0 dencees 04 minutes. West inn feet; thencei Narth 99

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 uffarict lame office August jl, fanf of said land, filfod in the ufstrict land office August 31 , fậ.
 west nuarter of the Morthwast quarter of Section 2. Tewnship 1 Scuth.
 thereof, included within strip of lind 54 fint wide, tha Northeasterly, tlortherlv and Narthwesterly line of said strip beino described as follows:
 of the vorthwest evorter of said Sertiran ? With z ilno that is garalieil with and distant teortheasterly 54 faet, mensured at right angles, from that certaln course and its orolongation, ceacribod in nargel 1 of oaso-



 westerly, naving is ratlus of 354 teat ard fitinn rannent at itspoint at endina tra a lim azralles with and olstant pirptherly 44 fant masured at rignt anales. From ing liortherly Ilne of the South half of the Sowth hait al the forthwest nunttor of the Northwest auartor of sald Sectlon ?, thence forthwestarlv atong sald curve to sald point of ending; thance Kasteriy Alonn said last mentioned oarallet line to tha beninning of a tangent
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The Southwesterfy, Southerly and Seutnoastarly line of said 54 font strid Is to ba lampthaned or shortened so as to be ovarvwhore paraltel, concentric with an distant Southwesteriy. Joutherly and Southeasteriy 54 fact measured at $\boldsymbol{r l g h t}$ anqlas and radially to sald liortheasteriy, Northerly and llorthwesterly Ilne, and the slde llnas of sald strio of land shall be prolonged or strortenac so as to terminate Westerly in the west ilme of sald Section 2 and to terminato Southerly in the South line of the korthwest ruarter of the Northwest querter of soid Section 2 .

Sald assmonts shall be for the purposes of Ingress, egress, roadwoy, orainage, utility and ralevision lines, cahies, poles, dipes ano conouirs for water, sever, ass, telaphons, power ond any other public or private


 the folloning dascribad rad propariy in the unilncorporatad aren of los

The tiorthoast, quartar of foction 1, Townshlp 1 South. Range 17 Wast, San Hernardino Marldian, according to the nttlcial piat of survoy of sala land on flis In the Rumeau of hand Maneganant; and such lande ta may adjola sald to excesd len seres adjalnim en the North. West or South thereot, but not to excesd $\mid(6)$ seres adjalning ench of sild thrath morders.

## 77-869587

Descriptions Los Rngelem, CX Document-yeax. Docin 1977.869587 page: 2 of 2



| = = Please type or print $==$ |  |  | C. C.Number(Officlal Use Önly) |  |
| :---: | :---: | :---: | :---: | :---: |
| APPLICANT'S NAME(Indicate: Owner or Vendee) <br> John Radzinskl (owner) clo Schmiz \& Associates |  |  | TELEPHONE <br> (310) 589-0773 |  |
| 29350 Pacific Coast Hlighway, \#12; Mallibu |  |  | STATE, ZIP CODE CA, 80265 | CA. 90285 |
| ADDRESS of PROPERTY or NEAREST STREET <br> Calabzsas Peak Motorway $\square$ |  |  | THOMAS GUIDE Page \& Section p589 E2F 3 |  |
| VIOLATION NO. (1/ Applicable) | ASSESSOR MAP BOOK: PAGE 4455-g46-002 | SIZE OF PARCEL 40 ac | OWNERJOCCUPANT | IMPROVED OR UNIMP |

Prepare and assemble the following package:
This form with the above portion complated. CONSULTATION with staff RECOMMENDED
One completed REQUEST FOR CERTIFIGATE OF COMPLIANCE (white document). Request must be signed by all owners and vendees of record. The legal description as shown on the Deed or Contract of Sale must be TYPED on forms provided. TYPE retum address in tip left hand corner. DO NOT USE COPIED FORMS. Please do not type outside form margins.
3. Legible coples of the latest RECORDED Grant Deed or Contract of Sale showing current ownership. Include the Title Policy if avallable.
4. If parcel Is Improved, include a copy of a PLOT PLAN, fully dimensioned on an $81 /{ }^{2}$ " by $11^{\prime \prime}$ sheet showing entire parcel, all improvements and parcel area in square feet.
Copy of the latest TAX BILL and ASSESSOR'S MAP.
An Inital filing fee of $\$ 811$ (effective 3-1-04) payable to the COUNTY OF LOS ANGELES. Parcels in moncompliance with Subdivision or Zoning regulations MAY INCUR ADDITIONAL COSTS.
7. Submisslon of a BUILDING PERMIT for a PRINCIPAL BUILDING on the Property and PROOF of PHYSICAL and LEGAL ACCESS will make this CERTIFICATE of COMPLIANCE UNCONDITIONAL.

OPTIONAL:
Copies of documents supporting original creation of this parcel (e.g. Grant Deeds. Contracts of Sale, Records of Survey or Certificates of Exception) NOTE: ABOVE LISTED OPTIONAL DOCUMENTS are NOT REQUIRED but PROOF of PARCEL CREATION PrIor to MARCH 4, 1972, MAY PRIORTIZE PROCESSING.

$$
\begin{array}{ll}
\text { SUBMIT completed package to: } \quad & \text { Los Angeles County Department of Regional Planning } \\
& \text { Land Dlvsion Research and Enforcement Section } \\
& \text { 320 West Temple Street (Hall of Records, Room1380) } \\
& \text { Los Angeles, CA 90012 Phone: (213) } 974-6458 \text { (Mon-Thurs) }
\end{array}
$$

Be sure that your submitted package is complete before filing. Incomplete submissions will be returned. Call
for Information, (213) 974 -6458, if In doubt for information, (213) 974-6458, If In doubt.




CERTIFICATE OF COMPLIANCE INVESTIGATION
~ SHEET 1 ~
INVESTIGATION FOR ROC T200S 00012

Brief description (s) of subject property, and appropriate assessor map Book, Page \& Parcel Numbers.

1. $\qquad$ Cheabsts Pate Maw
A.M.B.
$\qquad$ 4455 $\mathrm{g} .-3 \mathrm{PC1}$. $\qquad$ 2
2. $\qquad$ A.M.B. $\qquad$ Pg. $\qquad$ Pc 1. $\qquad$
3. $\qquad$ A.M.B. $\qquad$ Pg. $\qquad$ PCT. $\qquad$
4. $\qquad$ A.M.B. $\qquad$ Pg. $\qquad$ PcT. $\qquad$
$\qquad$
Substandard Parcels $\qquad$
High Hazard Area $\qquad$
Gen. Plan Use Category $\qquad$ Date $\qquad$ Zoning Checked by $\qquad$ Description Checked by

Gross Area 1)

1) $40.07 \mathrm{AC} 2$. $\qquad$ 3) $\qquad$ 4) $\qquad$ Other Restrictions $\qquad$ PATENT Creation Date
 Plotted $\qquad$ $1-13-05$ O. GOMEZ


TITLE PLANT INVESTIGATION
Section, Record of Survey, Parcel map, Tract. Rancho, etc., in, which this parcel is located:

vesting References: $\qquad$


SHEET 2 RCOCT200500012

When was this property first created in its present configuration?

$$
5-25-1914
$$

What property did the Grantor (subdivider) own as one parcel, or several contiguous parcels, before (s )he started dividing it?
Legal Description (5): $\qquad$


Acquisition information for underlying parcel (s):



Total number of parcels created by subdivider: Creation information on all of these parcels:

| Granter |
| :--- | :--- | :--- | :--- | :--- | :--- |



$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$

$$
\text { SHEET } 3 \text { RCOC } 1200>00012
$$

Check List for common ownership of contiguous parcels: $\qquad$

Check List for UNITY-of-INTEREST situations: $\qquad$
$\qquad$
$\qquad$
$\qquad$

DETERMINATION BY INVESTIGATOR: EXEMPTION - parcels created

MAJOR VIOLATION - parcels created $\quad 5 / 25 / 1914$
 REMARKS:


RECOMMENDATION BY REVIEWER: UNIMPROVED PROPERTY: SUFFICIENT INCIRESS
 NO CONDITIONS WARRANTED


DISPOSITION OF CASE: $\qquad$
$\qquad$
$\qquad$
$\overline{\text { DATE }} \overline{\text { STAFF MEMBER RESPONSIBLE }}$

ACTION TAKEN ON REMAINDER OF VIOLATION AREA, IF ANY: $\qquad$
$\qquad$
$\qquad$
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|  | $\left.\begin{array}{c} \text { aske to } \\ \text { fill } \end{array}\right] \text { reporit }$ |
| :---: | :---: |
| 1 Parcels Found: |  |
| Record 1 |  |
| APN |  |
| TRA Number : 01053 |  |
| Current Roll Year | 01653 |
| Current Roil Year 2004 |  |
| Current Land Value 260498 |  |
| Improvement Value 2004 |  |
|  |  |
| Site Address |  |
| City State and Zip |  |
| Mailing Address 14651 ROund vauler ar |  |
| City State and Zip SHERMAN OAKs calien |  |
| Owner Name | SHERMAN OAKS CA 914030000 |
| Owner Name (2nd) RA EIGENBRODT AND ASSOC INC DEF |  |
| Recording Date |  |
| Zoning Code 19941031 |  |
| Use Code LCA1** |  |
| Last Sale Amount | 010 V |
| Last Sale Date | 9 |
|  | 18941031 |
| BLD1 Design Type |  |
| BLD1 QCS |  |
| BLD1 Year Built |  |
| BLD1 No of Units |  |
| BLD1 No of Bedrooms |  |
| BLD1 No of Baths |  |
| BLD1 Sq Feet |  |
| Legal Description 40.07 ACs 1072 NW |  |
|  |  |
|  |  |
| Assessor Map | click here for Acmestor Map |

Print Map Page

| RCOC T200500012; APN 4455-008-002 |  |
| :---: | :---: |
| Note: This map represents a quick representation of spatial imagery or vector layers using GIS-NET. The map should be interpreted in accordance with the disclaimer statement of GIS-NET. | Printed with permission by the Los Angeles County Dept of Regional Planning. All rights raserved. |
| GIS-NET, Los Angeles County Dept. of Regional Planning |  |




## TITLE(S):




Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company in black Ink.
Number of AIN's Shown


## THIS FORM NOT TOBE DUPLICATED



COVENANT BY OWNER IMPOSING A LAND USE RESTRICTION
The undersigned hereby certifies that (I am)(we are) the Owner(s) of Property located in the unincorporated portion of the County of Los Angeles, State of California, described as

Government Lot 2, of the Northeast Quarter of Section 3, Township 1 South, Range 17 West, San Bernardino Base Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land filed in the District Land Office on August 31, 1896.

The Owner(s) desire(s) to construct
a guest house
located at 4455-008-002.
In consideration of the approval by the Los Angeles County Department of Regional Planning of Site Plan Review Plot Plan RPPT200400400, the Owner(s) agree(s) that the proposed project shall be utilized only for temporary guests of the occupancy of the premises, and shall have no kitchen or kitchen facilities and no plumbing except for the plumbing required for a bathroom, and shall not at any time be rented or converted and utilized as a separate dwelling or commercial use.

The Owner(s) confirm(s) that (he/she)(they) understand(s) that the zoning laws of the County of Los Angeles and Site Plan Review Plot Plan RPPT200400400 permit only one single-family
residence on the subject property.
The Owner(s) covenant(s) and agree(s) for (him/herself)(themselves), (his/her)(their) heirs, successors and assigns to indemnify, defend, and save harmless the County, its agents, officers, and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage, arising

[^10]
## 042836774

directly or indirectly from or connected with the approval of Site Plan Review Plot Plan RPPT200400400 or maintenance of the subject property.

This Covenant shall run with all the above described land in perpetuity and shall be binding on the Owners), (his/her)(their) heirs, successors and assigns or shall continue in effect until released by the authority of the Director of Planning of the County of Los Angeles.

The Owners) executes) this instrument on the $27^{\text {th }}$ day of October, 2004.


By_orrer__
(Name and position)
(Notary to be attached)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT




Description Ios Angeles, CA Document-Year.DocID 1978. 2425568 Page: 2 of 2 Ordex: cola zcoc t200500012 Commant: . . . . . . . .....................


Description: Lor Angeles, CA Document-Year.DocrD 1978.1425566 page: 1 of 1
Order: cola rcoc t200500012 Comsuant:

# First American Title Company 

| John Radzinski |  |
| :---: | :---: |
| Digital Map Products |  |
| 575 Anton Boulevard, Suite 750 |  |
| Costa Mesa, CA 92626 |  |
| Phone: (714) 432-7637 |  |
| Fax: (714) 432-2349 |  |
| Customer Reference: |  |
| Order Number: | 1564266 (50) |
| Title Officer: | Steven Clark |
| Phone: | (818) 242-5800 |
| Fax No.: | (818) 242-8372 |
| E-Mail: | sclark@firstam.com |
| Buyer: |  |
| Owner: | Radzinski |
| Property: |  |
|  | Los Angeles County, CA |
|  | ELIMINARY REPORT |

In response to the above referenced application for a policy of tue 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 agalnst loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not exduded from coverage pursuant to the printed Sctredules, Conditions and Stipulations of sald Polly forms.
The printed Exceptions and Exclusions from the coverage of said Policy or Polldes are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are avallable from the office which issued this report.

Please read the exceptions shown or seferred to below and the exceptions and exclusions eft 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 proliminary report is not a written representation as to the conelition of titis and may not list all liens, defects, and encumbrances affecting titie to the land.

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

Order Number: 1564266 (50)
Page Number: 2

Dated as of December 29, 2004 at 7:30 A.M.

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

ALTA Owner's Policy (10-17-92) with Regional Exceptions (Standard Coverage)
ALTA Loan Pollcy (10-17-92) with ALTA Endorsement - Form 1 Coverage with Regional Exceptions (Standard Coverage)

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:
John Radzinski aka Jack Rogers, as to Parcel 1;
R. A. Eigenbrodt and Desk Eigenbrodt, Trustees of the R.A. and Doris Eigenbrodt Family Trust dated March 17, 1999 as to Parcel 2;

John Radzinski and LInda Marie Radzinski, husband and wife as joint tenants, as to an undivided $50 \%$ interest and William H. Weidman, a single man, as to an undivided $50 \%$ interest, as tenants in common, all as to Parcel 3

The estate or interest in the land hereinafter described or referred to covered by this Report is:
A fee as to Parcel(s) 1, 2, 3, an easement as to Parcel(s) 1A, 2A, 3A, 3 B .
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 polley form would be as follows:

1. General and special taxes and assessments for the fiscal year 2004-2005.

First Instaliment:
\$1,770.54, PAID
Penalty:
$\$ 0.00$
Second Installment:
\$1,770.54, DUE
Penalty:
\$187.05
Tax Rate Area: 01653
A. P. No.:

4455-008-002
(Affects Parcel 1)
2. General and special taxes and assessments for the fiscal year 2004-2005.

| First Instailment: | $\$ 470.88$, PAID |
| :--- | :--- |
| Penalty: | $\$ 0.00$ |
| Second Installment: | $\$ 470.88$, DUE |
| Penalty: | $\$ 57.09$ |
| Tax Rate Area: | 04988 |
| A. P. No.: | $4455-008-003$ |

## (Affects Parcel 2)

3. General and special taxes and assessments for the fiscal year 2004-2005.

| First Installment: | $\$ 1,035.12$, PAID |
| :--- | :--- |
| Penalty: | $\$ 0.00$ |
| Second Instaliment: | $\$ 1,035.11$, DUE |
| Penalty: | $\$ 0.00$ |
| Tax Rate Area: | 01653 |
| A. P. No.: | $4455-005-020$ |

(Affects Parcel 3)
4. Supplemental taxes for the year 2003-010 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

| First Installment: | $\$ 700.31$, PAID |
| :--- | :--- |
| Penalty: | $\$ 0.00$ |
| Second Installment: | $\$ 700.31$, DELINQUENT |
| Penalty: | $\$ 80.03$ |
| Tax Rate Area: | 01653 |
| A. P. No.: | $4455-005-020$ |

5. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
6. Covenants, conditions, restrictions and easements in the document recorded December 21, 1925 as book 4570 page 24 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Section 12955 of the California 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.

## (Affects Parcel 2A)

7. Covenants, conditions and restrictions, easements for any purpose including but limited to, ingress, egress, public utilities, slopes pipelines, drainage, sanitary sewers, provisions and incidental purposes as disclosed by documents of record that affect the ingress and egress easement shown as Parcel 2A referred to in the legal description of said land.
8. No assurance is given as to the exact location of the Ingress and Egress Easement shown as Parcels 1A \& 2A in the legal description.
9. An easement for purposes herein stated, and rights incidental thereto as provided in a document
For: public utilities.

Affects: Parcel 3.
Recorded: March 18, 1979 as Instrument No. 79-279135, Official Records.
10. A deed of trust to secure an original indebtedness of $\$ 285,000.00$ recorded December 4, 1991 as Instrument No. 91-1904531 of Official Records.
Dated:
October 18, 1991
Trustor:
Trustee:
John Radzinski
Beneficiary:
First American Title Co. LA.
Robert A. Eigenbrodt \& Assoc. Inc. Def. Ben. Pension Plan
The effect of a deed from John Radzinski to R. A. Eigenbrodt \& Assac. Inc. Def. Benefit Pension Plan, recorded October 31, 1994 as Instrument No. 94-1969016, Official Records.

Said instrument purports to convey an interest in said land. this instrument appears to be an attempt to do a deed-in-lieu of foreclosure. The deed did not contain the proper language or the affidavit for a deed-In-lieu of foreclosure. Title remains in the prior owner until this document is re-recorded with the proper language and affidavit, or a corrective document is properly setup, executed and recorded.
(Affects Parcel 1)
11. The terms and provisions contained in the document entitled "Agreement Between West Basin Municipal Water District and Robert A. Eigenbrodt for Exemption of 1992-1993 Standby Charges" recorded March 20, 1997 as Instrument No. 97-423867 of Official Records.
(Affects Parcel 1)
12. The terms and provisions contained in the document entitled "Agreement Providing For Deferral of Land Water Standby Chargen recorded September 28, 1995 as Instrument No. 95-1573746 of Official Records.
(Affects Parcel 2)
13. An easement for purposes herein stated, and rights incidental thereto as provided in a document For: road purposes, public utilities, sewers and for slope and drainage purposes. Affects: Parcel 3, as described therein.
Recorded: April 11, 1968 as Instrument No. 367, Official Records.
14. The terms and provisions contained in the document entitled "Agreement Among West Basin Municipal Water District And Mr. Robert W. Taylor and Ms. Grace J. Taylor for 1994/95 Reduction/Exemption Of Water Standby Charges" recorded July 28, 1995 as Instrument No. 951227195 of Official Records.
15. The terms and provisions contained in the document entitled "Agreement Among West Basin Municipal Water District And Robert W. and Grace J. Taylor for Exemption Of 1995/96 Standby Charges Assessor Parcel Number(s) 44555-005-020" recorded August 10, 1995 as Instrument No. 95-1306279 of Official Records.
16. The terms and provisions contained in the document entitled "Agreement Providing For Exemption Of Land From Water Standby Charges" recorded September 21, 1995 as Instrument No. 95-1540956 of Official Records.
17. A judgment in the amount of $\$ 27,980.25$.

Against: Robert A. Eigenbrodt.
In Favor Of: Mountain Park Estates, et al.
Entered: May 4, 1995.
Court: Los Angeles Superior Court, Central District.
Case No.: BC 049815.
An abstract of which judgment was
Recorded: August 12, 1998 as Instrument No. 98-1420084, Official Records.
No examination of said proceedings has been made. Upon completion of our examination we will advise you of our findings.
18. A judgment in the amount of $\$ 2,709.53$.

Against: Robert A. Eigenbrodt.
In Favor Of: Mountaln Park Estates, et al.
Entered: May 4, 1995.
Court: Los Angeles Superior Court, Central District.
Case No.: BC 049815.

An abstract of which judgment was
Recorded: August 12, 1998 as Instrument No. 98-1420085, Official Records.
19. The effect of a document entitied "Grant of Easements", recorded July 2, 2003 as Instrument No. 03-1902641 of Official Records.
20. The terms and provisions contained in the document entitled "Notice of Consent to Use Land" recorded March 10, 2004 as Instrument No. 04-581345 of Official Records.
21. The terms and provisions contained in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04-3836774 of Official Records.
(Affects Parcel 1)
22. The terms and provisions contained in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04-3836775 of Officlai Records.
(Affects Parcel 3)
23. The terms and provisions contained in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04-3836776 of Official Records.

## (Affects Parcel 2)

24. An easement for Ingress and egress, roadway, utility and other and incidental purposes in the document recorded November 29, 2004 as Instrument No. 04-3073481 of Official Records.

The location of the easement cannot be determined from record information.
(Affects Parcel 2)
25. Statements of information from all parties to the transaction.
26. 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.

## INFORMATIONAL NOTES

The map attached, if any, may or may not be a survey of the land depicted hereon. First American 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.

## 1. Basic rate applies.

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 July 1, 2003 as Instrument No. 03-1882260 of Official Records.

| From: | Robert W. Taylor and Janet Taylor, Trustees of the R. W. and G. J. <br>  <br>  <br> Taylor Revocable Trust dated April 9, 1990 and Robert W. Taylor, <br> Ancillary Trustee of the R. W. and G. J. Taylor Charitable Remainder <br> Unitrust dated July 27, 1990 |
| :--- | :--- |
| To: $\quad$John Radzinski and Linda Marlene Radzinski, husband and wife as joint <br> tenants, as to an undivided $50 \%$ interest and William H. Weidman, a <br> single man, as to an undivided $50 \%$ interest, as tenants in common |  |

3. The property covered by this report is vacant land.

Order Number: 1564266 (50)
Page Number: 8

WIRE INSTRUCTIONS
for
First American Title Company - Los Angeles, TItle Department
Los Angeles County, California

First American Trust Company
Santa Ana Branch
421 North Main Street
Santa Ana, California 92701
ABA 122241255
Credit to First American Title Company Los Angeles
Account No. 14101
Reference Title Order Number 1564266-50, and Title Officer Steven Clark

Funds for other loans being insured by First American Title Company must not be combined into one wire - or funds may be returned.

All wires must reference (1) First American Title Company - Los Angeles and (2) our Account Number - or funds may be returned.

Order Number: 1564266 (50)
Page Number: 9

## LEGAL DESCRIPTION

Real property in the , County of Los Angeles, State of California, described as follows:
PARCEL 1:
LOT 2 OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST $31,1896$.

PARCEL 1A:
AN EASEMENT AND RIGHTT OF WAY, 40 FEET IN WIDTH FOR INGRESS AND EGRESS, ROADWAY, UTILITY AND OTHER INCIDENTAL PURPOSES ACROSS GOVERNMENT LOT 3 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND. SAID EASEMENT IS UNLOCATED.

PARCEL 2:
LOT 3 BEING THE FRACTIONAL NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31, 1896.

PARCEL 2A:
AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST HALF OF SECTION 34 AND THE SOUTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND. SAID EASEMENT IS UNLOCATED.

PARCEL 3:
THE WEST 660.00 FEET MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER, IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 3A:
AN EASEMENT FOR ROAD PURPOSES, PUBLIC UTILITIES, SEWERS AND FOR SLOPE AND DRAINAGE PURPOSES OVER THAT PORTION OF THE EAST HALF OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, INCLUDED WITHIN A STRIP OF LAND 60.00 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF THE 60.00 FEET EASEMENT AS RESERVED IN THE QUITCLAIM DEED RECORDED OCTOBER 13, 1966 AS INSTRUMENT NO. 38 IN BOOK D3452 PAGE 331, OFFICIAL RECORDS, DISTANT NORTHERLY ALONG THE ARC OF A CURVE, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 37 DEGREES $27^{\prime} 20^{\prime \prime}$ AND AN ARC LENGTH OF 117.67 FEET, AS DESCRIBED IN SAID LAST MENTIONED RESERVATION, AN ARC DISTANCE OF 39.27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 63

DEGREES $35^{\prime} 08^{\prime \prime}$ WEST 134.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 43 DEGREES $37^{\prime} 28^{\prime \prime}$ AN ARC DISTANCE OF 76.14 FEET; THENCE SOUTH 19 DEGREES 57' $40^{\prime \prime}$ WEST 142.97 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 38 DEGREES $16^{\prime} 54^{\prime \prime}$ AN ARC DISTANCE OF 66.81 FEET; THENCE SOUTH 58 DEGREES $14^{\prime} 34^{\prime \prime}$ WEST 91.97 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 72 DEGREES $16^{\prime} 54^{\prime \prime}$ AN ARC DISTANCE OF 107.23 FEET; THENCE SOUTH 14 DEGREES $02^{\prime} 20^{\prime \prime}$ EAST 147.40 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 53 DEGREES $35^{\prime} 09^{\prime \prime}$ AN ARC DISTANCE OF 93.52 FEET; THENCE SOUTH 39 DEGREES $32^{\prime} 49^{\prime \prime}$ WEST 40.01 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES $15^{\prime} 06^{\prime \prime}$ AN ARC DISTANCE OF 39.99 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 4 DEGREES $27^{\prime} 43^{\prime \prime}$ WEST 224.88 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES $32^{\prime} 03^{\prime \prime}$ AN ARC DISTANCE OF 40.67 FEET; THENCE SOUTH 19 DEGREES $59^{\prime} 46^{n}$ WEST 229.37 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 54 DEGREES $33^{\prime} 13^{\prime \prime}$ AN ARC DISTANCE OF 71.41 FEET; THENCE SOUTH 34 DEGREES $33^{\prime} 27^{\prime \prime}$ EAST 18.69 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES $43^{\prime} 21^{\prime \prime}$ AN ARC DISTANCE OF 38.76 FEET; THENCE SOUTH 66 DEGREES $16^{\prime} 48^{\prime \prime}$ EAST 38.21 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES 08' $09^{\prime \prime}$ AN ARC DISTANCE OF 62.47 FEET; THENCE NORTH 62 DEGREES $35^{\prime}$ 09" EAST 0.03 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES $15^{\prime} 16^{\prime \prime}$ AN ARC DISTANCE OF 36.92 FEET; THENCE NORTH 27 DEGREES $19^{\prime} 47^{\prime \prime}$ EAST 78.15 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE END OF SAID LAST MENTIONED CENTER LINE.

PARCEL 3B:
AN EASEMENT FOR ROAD PURPOSES, PUBLIC UTILITIES, SEWERS, AND FOR SLOPE AND DRAINAGE PURPOSES OVER THAT PORTION OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF INCLUDED WITHIN A STRIP OF LAND 60 FEET WIDE, LYING 30 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LNE:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ELSIE DRIVE, 30 FEET WIDE, AS SAID DRIVE IS SHOWN ON THE MAP OF TRACT 8550, RECORDED IN BOOK 109 PAGES 77 TO 80 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID

COUNTY, WITH THE SOUTHERLY LINE OF SAID TRACT 8550, SAID CENTER LINE HAVING A BEARING OF NORTH 0 DEGREES $06^{\prime} 00^{\prime \prime}$ EAST FOR THE PURPOSES OF THIS DESCRIPTION; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY TANGENT TO SAID CENTER LINE AND HAVING A RADIUS OF 70 FEET, THROUGH A CENTRAL ANGLE OF $53 \cdots$ DEGREES $33^{\prime} 19^{\prime \prime}$, AN ARC DISTANCE OF 65.43 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 53 DEGREES $27{ }^{\prime} 19^{\prime \prime}$ EAST 63.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 235 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 44 DEGREES 08' $14^{\prime \prime}$ AN ARC DISTANCE OF 181.03 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 9 DEGREES $19^{\prime} 05^{\prime \prime}$ EAST 14.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 100 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 37 DEGREES 06' $52^{\prime \prime}$ AN ARC DISTANCE OF 64.78 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 46 DEGREES $25^{\prime}$ 57 " EAST 453.53 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 60 DEGREES $02^{\prime} 44^{\prime \prime}$ AN ARC DISTANCE OF 104.80 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 13 DEGREES $36^{\prime} 47^{\prime \prime}$ WEST 79.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 180 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37 DEGREES $27^{\prime} 20^{\prime \prime}$ AN ARC DISTANCE OF 117.67 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 23 DEGREES $50^{\prime} 33^{\prime \prime}$ EAST 61.27 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82 DEGREES 33' 59" AN ARC DISTANCE OF 208.95 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 120 FEET; THENCE SOUTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 94 DEGREES 09' $27^{\prime \prime}$ AN ARC DISTANCE OF 197.20 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 113 DEGREES $39^{\prime} 24^{\prime \prime}$ AN ARC DISTANCE OF 99.18 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 131 FEET; THENCE NORTHEASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES $29^{\prime} 42^{\prime \prime}$ AN ARC DISTANCE OF 58.29 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 245 FEET; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID LAST MENTIONED REVERSE CURVE THROUGH A CENTRAL ANGLE OF 68 DEGREES 51' $30^{\prime \prime}$ AN ARC DISTANCE OF 294.44 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 82 DEGREES 31' $56^{\prime \prime}$ EAST 573.95 FEET TO A POINT IN THE CENTER LINE OF OLD TOPANGA CANYON ROAD, 50 FEET WIDE, AS DESCRIBED IN DEED RECORDED OCTOBER 14, 1926 AS INSTRUMENT NO. 1776 IN BOOK 6029 PAGE 393, OFFICIAL RECORDS.

SAID EASEMENT TO TERMINATE NORTHERLY IN SAID SOUTHERLY LINE OF TRACT 8550, AND TO TERMINATE EASTERLY IN THE WESTERLY LINE OF SAID OLD TOPANGA CANYON ROAD.

APN: 4455-008-002 and 4455-008-003 and 4455-005-020

## notice

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

# EXHIBIT A <br> LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE) <br> 1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 SCHEDULE B <br> <br> EXCEPTIONS FROM COVERAGE 

 <br> <br> 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: Taxes or assessments which are not shown as existing liens by the records of any texing authority that levies toxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records. Any facts, rights, interests, or daims which are not shown by the public records but which could be ascertalned by an inspection of the land or which may be asserted by persons in possession thereof. Easements, liens or encumbrances, or daims thereof, which are not shown by the public records.
Discrepandes, conflicts in boundary lines, shortage In area, encroachiments, or any other facts which a correct survey would disclose, and
which are 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 rlghts, clairns or titte to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

## 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, ondinance or govermmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjorment of the land; (ii) the character, dimensions or locata 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 reconded in the public reconds at Oate of Policy.
(b) Any governmental police prower not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Poilcy.
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 knawledge.
3. Defects, liens, encumbranoes, adverse daims 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 putlic 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) attacting 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 pald vaiue for the insured mortgage or for the estate or interest Insured by this policy.
Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the Indebtedness, to comply with applicable "doing business" laws of the state in which the land is
situated. situated.
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 proter or truth in lending la insured mortgage and is based upon usury or any consumer credit protection or truth In lending law.
Any daim, which arises out of the transaction vesting in the insured the estate or interest insured by their 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.

## 2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 SCHEDULE OF EXCLUSIONS FROM COVERAGE

Any law, ordinance $\boldsymbol{\alpha}$ govemmental regulation (including but not limited to bullding and zoning ordinances) restricting or reglating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownershlp or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental reguiation.
2. Rights of eminent domain or govermmental rights of police power unless notice of the exerelse of such rights appears in the public records at
Date of Pollcy.

Defects, llens, encumbrances, adverse clains, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured daimant elther at Date of Pollicy or at the date such daimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured daimant became an Insured hereunder; (c) resulting in no loss or damage to the insured daimant; (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 yalue for the estate or interest insured by thls policy.

## 3. AMERICAN LAND TITLE ASSOCIATION OWHER'S POLICY FORM B - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Tite Association polky is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the pollcy.

## SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:
Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authorlty that levies taxes or assessments on real
property or by the public records.

Ary facts, rights, interests, or dalms which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possesslon thereof.
3. Easements, dairs of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conficts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey woukd disclose, and Which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, clains or bitle to $6 . \quad$ Any

Any lien, or right to a llen, for services, labor or material herebofore or hereafter furnished, imposed by law and not shown by the public
records. records.

## 4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970. <br> WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to bullding and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvernent now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or govemmental regulation.
2. Rights of eminent domain or govemmental rights of police power unless nottce of the exercise of such rights appears in the public records at
Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured clairnant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such daimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured daimant to the Company prior to the date such insured daimant became an Insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for lator or material or to the extent Insurance is afforded herein as to assessments for street improvements under construction or
completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with appilcable "doing business" laws of the state in which the land is situated.

## 5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WTTH REGIONAL EXCEPTIONS

When the American Land Title Assoclation Lenders Poivy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth In paragraph 4 above are used and the following exceptions to coverage appear in the policy.

## SCHEDULE B

This polky does not insure against loss or damage by reason of the matters shown in parts one and two following: Part One

1. Taxes or assessments which are not shown as existing liens by the records of ary taxing authority that levies texes or assessments on real property or by the public records.
2. Any facts, rights, interests, or dains which are not shown by the public records but which could be ascertalned by an inspection of said land 3. Or by making linquiry of persons in ooxsesston thereof.

Easements, clalms of easement or encumbrances which are not shown by the publk records.
4. Discrepancies, confiits in boundary llnes, stortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining clains; reservations or exoeptions in patents or in Acts authorizing the issuance thereof; water rights, clains or title to
water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public

## 6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:
(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) any improgegulating, prohlbiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a segaration 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 vilation of these laws, ordinances or govemmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance (b) Any governmentai police alleged violation affecting the land has been recorded in the publlc records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a of Policy.
2. Rights of
2. Rights of eminent domain unless notice of the exerdse thereof has been recorded in the public records at Date of Policy, but not exduding from coverage any taking which has occurred prior to Date of Policy whith would be binding on the rights of a purchaser for value without knowledge.
3. Defects, llens, encumbranoes, 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 fisured claimant and not disclosed in
(c) reg to the Company by the insured cdalmant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this polky insures the priority of the lien of the insured mortagage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would nat have been sustained if the insured daimant had pald vaiue for the insured mortgage. Unenforceability of the lien of the insured mortgage because of the inability or fallure of the insured at Date of Palicy, or the inability a failure of any subsequent owner of the Indebtedness, to comply with the applicable "doling 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 trarsaction evidenced by the
6. Ansured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, lator or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Palicy and is nat financed in whale or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or slmillar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the Insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential
transfer results from the fallure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## 7. AMERICAN LAND TTTLE ASSOCIATION LOAN POLICY-1992 WITH REGIOHAL EXCEPTIONS

When the American Land Title Association policy is used as a Standand Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the pollcy.

## SCHEDULE B

This policy does not insure agalnst 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 exlsting llens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or dalms which are not shown by the public records but which could be ascertained by an inspection of sald land or by making inquiry of persons in possecsion thereof.
Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or arry other facts which a correct survey would disclose, and
5. which are not shown by public records.
S. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, daims or title to
water.
6. Any lien, or right to a lien, for servioes, labor or material theretofore or hereafter furnished, imposed by law and not shown by the pubtic. records.

## 8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992

First American Title

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## EXCLUSIONS FROM COVERAGE

The following matters are expressly exduded from the coverage of this palicy and the Company will not pay loss or damage, costs, attomeys' fees or expenses which arise by reason of:
(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the ocoupancy, use, or enjoyment of the land; (il) the character, dimersions or location of any improvement now or hereafter erected on the land; (iili) a separation in ownershlp or a change in the dimenslons or area of the land or any parcel of which the land is or was a part; or (iv) environmental probection, or the effect of any violation of these laws, ordinances or govemmental 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 exduded by (a) above, except to the extent that a notice of the exercise theneof 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 recorcis 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 exduding from coverage any taking whith has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without
knowledge.
3. Defects, llens, encumbrances, adverse clalms, or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not reconded in the public records at Date of Policy, but known to the lnsured claimant and not disdosed in writing to the Company by the insured clamart prior to the date the lnsured 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 woukd not have been sustained if the insured clalmant had paid value for the estate or inkerest insured by this polley.
4. Any daim, which arises out of the transaction vesting in the insured the estate $\alpha r$ interest insured by this palicy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the estate or interest insured by this policy beling deemed a frauduient conveyance or fraudulent transfer; or
(ii) the transaction creating the estate or interest insured by this pollcy being deemed a preferential transfer except where the preferential transfer results from the fallure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## 9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Titie Association pollcy is used as a Standard Coverage Polloy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the foilowing exceptions to coverage appear in the policy.

## SCHEDULE B

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

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.
2. Any facts, rights, interests, or daims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not stown 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 5rich are not shown by public records.
5. Unpatented mining dalms; reservations or exceptions in patents or in Acts authorizing the lssuance thereof; water rights, clains or ettle to
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public. records.

## 10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1987 EXCLUSIONS

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

1. Govemmental police power, and the existence or violation of any law or government regulation. This indudes building and zoning ordinances and also laws and regulations conceming:

* land use *land division
* improvements on the land * environmental protection

This exdusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exchusion does not limit the zoning coverage described in items 12 and 13 of Covered Tite Risks.

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2. The right to take the land by condemning it, unless:

* a notice of exercising the right appears in the public records on the Policy Dabe

3. Tithe Risks:

* that are created, allowed, or agreed to by you
* that are known to you, but not to $u s$, on the Policy Date - unless they appeared in the public records
* that result in no loss to you
* that first affect your titte after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Tite Risks Failure to pay value for your title.

5. Lack of a right:

* to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
* in streets, alleys, or waterways that touch your land

This exctusion does not limit the access coverage in Item 5 of Covered Tite Risks.

## 11. EAGLE PROTECTION OWNER'S POLICY

## CLTA HOMEOWNER'S POLXCY OF TITLE INSURANCE - 1998 ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Vlolation). 15 (Building Permit). 16 (Zoning) and 18 (Encroacturnent of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liablity

## EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against toss, costs, altorneys' fees, and expenses resulting from:

1. Governmental pollce power, and the existence or violation of any law or government regulation. This indudes ordinances, laws and regulations conceming:

| a. building | b. zoning |
| :--- | :--- |
| c. land use | d. irmorovements on the land |
| e. land division | f. environmental protection |

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

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

## 12. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)

## EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or govemmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohlbiting or relating to (i) the occupancy, use, or enjovment of the Land; (il) 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) emviranmental protection, or the effect of any vilation of these laws, ordinances or governmental regutations, 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 reconded in the Publc Records at Date of Policy. This exctusion
does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, llen or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Reconds at Date of Podicy, 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. Knowledge.
2. 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 Reconds at Date of Policy, but Known to the insured Clamant and not disclosed in writing to the Company by the Insured Claimant pror to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or darnage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks $8,16,18$,
19, 20,21,22,23,24, 25 and 25); or 19, 20, 21, 22, 23, 24, 25 and 26); or
(e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortyage. Unenforceability of the lien of the Insured Mortgage because of the inability or fallure of the Insured at Date of Policy, or the inability or fallure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is
situated.
3. Invallalty or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises cut of the transaction evidenced by the
4. Real property taxes or assessments of any, exoept as provided in Covered Risk 27, or any consumer credit protection or truth in lending law. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. Thls Real property taxes or assessments of any governmental authority which become a
exclusion does not limit the coverage provided under Covered Rlsks 7,8 (e) and 26.
5. Any ctaim of invalidity, unenforceability or lack of priority of the lien of the Irsured Mortgage as to advances or modificatlons 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
6. exclusion does not limit the coverage provided in Covered Risk 8.

Lack of priority of the llen of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged
thereon, over liens, encumbrances and other matters affecting title, the exlstence of which are Known to the Insured at:
(a) The time of the advance; or
(b) The tirre a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification.
9. This extuslon does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accondance with applicable building codes. This exclusion does not apply to violations of building codes if notice of or after Date of Policy in accondance with
at Date of Policy.

## SCHEDULE B

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

1. The following existing statutes, reference to which are made part of the ALTA B.1 Environmental Protection Lien Endorsement inorporated into this Policy following item 28 of Covered Risks: NONE.

## 13. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) WITH REGIONAL EXCEPTIONS

When the American Land Titie Assoclation loan policy with EAGLE Pratection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exdusions set forth In paragraph 12 above are used and the following exceptions to coverage appear in the policy.

## SCHEDULE B

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

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.
2. Any facts, rights, interests, or dairns which are not shown by the public records but which could be ascertained by an inspection of said land or by making inqulry of persons in possession thereof.
3. Easements, clalms of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflikts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disdose, and which are not shown by public records.
5. Unpatented mining dalms; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, daims or titte to
water.
6. Ary lien, or right to a llen, for services, labor or material therebofore or hereafter furnished, Imposed by law and not shown by the public records.
Part Two:

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1. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: None.

## PRIVACY POLICY

## We Are Committed to Safeguarding Customer Information

In order to betfer 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 govem our use of personal information regardless of its source. First American call's 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 nonaffliated 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 aiso 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

Eyen 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.

Provider of Land Use Planning for a Better Community

January 12, 2005

## Via Hand Delivery

Ramon Cordova
Department of Regional Planning
County of Los Angeles
320 West Temple Street
Los Angeles, CA 90012
RE: Certificate of Compliance application for APN 4455-008-002
(Radzinski)
Dear Mr. Cordova:

On behalf of the property owner and applicant, John Radzinski, we submit this Certificate of Compliance application for the above-referenced project. Please find enclosed the following:

- One (1) completed copy of the Request for Certificate of Compliance application.
- One (1) copy of the Quit Claim Deed and previous Grant Deed.
- One (1) copy of the latest tax bill.
- One (1) copy of the Assessor's Map.
- A filing fee check in the amount of $\$ 811.00$.
- Title Information prepared by First American Title Company is other title info

Should you have any questions about this application or require any additional documents, please do not hesitate to contact us immediately.

Sincerely,
SCHMITZ \& ASSOCIATES, INC.



## County of Los Angeles

## RECEIPT

Page 1 of 1
PER:MIT: RCOC T200500012
RECEIPT NUMBER:
05-00044

APN: 4455008002
FILE PERMIT:
PROJECT NO: $/ 2004-00679$
PROJECT NAME:
SCOPE: CERTIFICATE OF COMPLIANCE
SITE ADDRESS: 0 NO ADDRESS
COMMUNITY: TOPANGA
LOCATION: CALABASAS PEAK MOTORWAY

Fees Calculated 12 Months Back

| Fee Code | Description | Accoun |
| :--- | :--- | :--- |
| RFCCI | CER'TIFICATE OF COMPLIANCE | 9553 |

Payment Code CIIECK

Description CHECK

Charge Account
7523

APPLICANT: JOFIN RADZINSKI

ADDRESS: 29350 PACIFIC COAST HIGHWAY, \#12 CITY/STATE/ZIP: MALIBU, CA 90265

PAYER: LINDA \& JOHN RADZINSKI
ADDRESS: 221 6TH ST.
CITY/STATE/ZIP: SEAL BEACH, CA 90740
PHONE: 3105890773

| Units | Amt Due |  |  |
| ---: | :---: | ---: | ---: |
|  | $\$ 811.00$ | Amt Paid | Balance |
|  | $\$ 811.00$ | $\$ 0.00$ |  |
|  | $\$ 811.00$ |  | $\$ 0.00$ |


| Reference \# | Cashier | Date paid |  |
| :--- | :--- | ---: | ---: |
| 7523 | Oscar Gomez | $01 / 13 / 2005$ | Amount |
|  |  | $\$ 811.00$ |  |
|  |  |  |  |
|  | Tendered: | $\$ 811.00$ |  |
|  | Change: | $\$ 0.00$ |  |
|  | Balance Due: | $\$ 0.00$ |  |

Decosta, Dennis
Modified: $\quad$ Mon 2/7/2005 11:20 AM

213-487-0133
keith


GOVERNHENT CODE: BECTIOM StHOS. 3

CORRBCTIOM TO DOCUHEMT 78-1425566 RECORDED DECRMEER 22, 1978,
partyat
A RELEASE is herriby made trom tho NOTICE OF INTENTION TO RECORD A MOTICE OF VIDUATON Which alferts the following diveribed property. Sold NOTICE OF IATENTION TO RECORD A NOTICE OF VIOLATION was RECOADED ON, MBY 5, 1978 AS COCUMENT NO.78-483722 in the Otrice of the firconter of Lot Anptes County.

OWNERS OF SAID PROPERTY ARE: Eleanor H. Brooks and E.J.S.N. Trust Affects the following real property in the incorporated territory of the County of Los Angeles:
 South, Range 17 West, San Bernardino Meridian, EXCEPT that Portion of Lot 1, described as followa Beginning at the Northeast corner thereof; thence West along the northerly inne of sald Lot 1, 670.15 faet; thence South on a line paraliel to the East ling of sase Lot 1, 260 foet; thence East on a line parallel to the said North ine of Lot $1,670.15$ feet to the East line of sald Lot 1; thence North along the East Inne of said lot l, a diatance of 260 feet to the point of beginning. ALSO EXCEPT that portion of Lot 1 , deacribed as follows: Eeginning at the Northeast comer of aald Lot 1 i thence South o degrees 04 minutes East along the East line of said lot, 600.43 feat to the true point of beginning; thance South 0 degrees 04 minutes East 442.97 feet; thance South 89 degrees 56 minutes Vest 10 feet; thence North 50 degrees 04 minutes Wost 122.89 feet; thence North 76 degrees 34 minutes West 60 feet; thence North 0 degreea 04 minutes Weat 35 feet; thence South 89 degraes 56 minures West 157.29 feet, thence North 0 degrees 04 minutea. Weat 100 feat; thence North 89 dagrees 56 minutes East 108.58 inat; thence North 0 degrees 04 minutes Weat 200,71 feet; theroe Nisth 89 degreos 56 minutes East 208.71 feet to the peant. of beginning.

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## Page 2

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GOVERMMENT COOE. SECTION G:BRX

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Descriptiont Lom Angeles, CA Docmment-Year.DociD 1978.482729 Pages 1 of 2
Order: cola reoc t200500012 Comment: —__
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DE-HAR MARINE PROFIT SHARING PLAN AND TRUST. DEAN C. WILLIS. TRUSTEE, an undividad 2/5ths interest;

Charles r. and merrie hikterroho, an undivided $1 / 5$ th interest; ROBERT L. and H. ARLEHE SHORT, an undivided $1 / 10 t h$ interest:
V. TRUITT and EULA LOFTIM, as Joint Tenants, an undivided 1/10th intarest; thomas M. and yera hae rlcharos, as Joint Tenants, an undfvided 1/loth interest BARK COHN, as separate property, a $7 / 20$ th $u n d i v i d e d$ interest; VINCENT H. \& ELIZABETH B. GIBBS, an undivided $1 / 20$ th interest.

PFC 74843


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- aree of Los Angiles County, seate of Californta, and the owners, granteos, succossors, and ansigns thereof:

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CITIES. COUNTY. St DLS AND ALL OTHER TAXING AGENCIES RN LOS A, ZLEES COUNTY

## SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2004 TO JUNE 30, 2005 <br> MAAK J. SALADINO. TREASURER AND TAX COLLECTOR

FOR ASSISTANCE CALL (21s) 974-2111 OR (E68) 807-2111
ASSESSORTS ID. NO. CK

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ASSESSOR'S ID.NO.: 4458 008 002 04 000
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SEC 3 T 15 R 17M

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13800 BALBOA BLVD.
SYLMAR GA 81342 (818)833-6000

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(562) 940-6954
(626) 300-3327
$\begin{array}{ll}\text { (213) } & 738-2883 \\ \text { (310) } & 918-7370 \\ (323) & 681-6181\end{array}$
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$.000243 \quad 15.14$

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LOS AMEELES COUNTY TAX COUECTOR P.O. BOX 54018 LOS ANCELES. CA 90054-0018


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RECORDING REQUESTED BY
Department of Regional Pfanning
320 West Temple Street
Room 1360, Hall of Records
Los Angoles, Callfornia 90012
AND WHEN RECORDED MAIL TO $\qquad$
Name: John Radzinski

Street: $2216^{\text {th }}$ Street
City: Seal Beach, CA 90740

## CERTIFICATE/OF COMPLIANCE

 REQUEST FOR CERTIFICATE OF COMPLIANCEIWe the undersigned owner(s) of record (and/or vendee(s) pursuant to a contract of sale) in the following described property within, the unincorporated territory of the County of Los Angeles, hereby REQUEST the County of Los Angeles to determine if said property described below complies with the provisions of the Subdivision Map Act (sec. 66410 et sfég., Government Code, State of California) and


Government Lot 2, of the Northeast Quarter of Section 3, Township 1 South, Range 17 West, San Bernardino Base Meridian, In the County of Los Angeles, State of Callfornia, according to the Official Plat of sald land filed In the District Land Office on August 31, 1896.


December 11. 2007

## Via Hand Delivery and Facsimile

Bruce McClendon, Director
Department of Regional Planning County of Los Angeles
320 West Temple Street
Los Angeles, CA 90012

## RE: Extension Requests for:

- RPPT200400400 (APN 4455-008-002) - Capital State, LLC
- RPPT200400398 (APN 4455-008-003) - Brown Derby, LLC
- RPPT200400426 (APN 4455-008-020) - Sound Garden, LLC

Dear Mr. McClendon:
On behalf of Capital State, LLC, Brown Derby, LLC, and Sound Garden, LLC, we are requesting that the Los Angeles County Department of Regional Planning (DRP) grant an extension for the above-referenced three Plot Plan approvals. Our clients acquired the subject properties in mid2007 and immediately resumed the hard work of their predecessors to effectuate the permits in a timely manner. Our clients' predecessors in interest sought and DRP granted one year extensions from their respective 2007 expiration dates. (All three Plot Plan approvals are set to expire in early 2008.) Over the past year and a half, our clients and their predecessors have worked diligently since acquiring the property and expended significant resources to conduct the requisite geo-soils, percolation and potable water source testing, and preparation of more sensitive project plans to commence plan check. Furthermore, our clients sought to slightly redesign the projects such that they further minimized resource impacts. For example, for parcel APN 4455-008-003, our client Brown Derby, LLC, reduced the proposed residence from the previousily approved size of 11,000 sq. ft. down to 6,168 sq. ft. and eliminated nearly all retaining walls. Also, for parcel APN 4455-008-020, our client Sound Garden LLC, eliminated the previously approved guesthouse and reduced the proposed residence from the previously approved size of $7,000 \mathrm{sq}$. ft. down to 5,650 sq. ft. Grading in both of these projects was also reduced. Grading permits and geo-soils review have been pending with the County Department of Public Works for several months.

Rather than welcoming these modifications which would result in less resource impacts, DRP recently responded to our clients' amendment requests by advising us that "the plot plan amendment(s) cannot de approved as submi--
under this department's Significant Ridgeline Ordinance Implementation Guidelines." The Guidelines to which this DRP letter refers was an internal memo (i.e. not circulated to the public for comments or review) dated September 12, 2007. The North Area Grading \& Ridgeline Ordinance went into effect in January of 2005. Thus, this interpretation/implementation guideline memo was issued nearly three years after the effective date of the Ordinance for which it seeks to provide guidelines! It is hardly an overstatement to say that this interpretation memo is very belated.

Prior to this interpretation memo's issuance, DRP staff worked with applicants seeking amendments on a case by case basis. We know that the County has approved amendments for other ridgeline projects which actually have expanded footprints from that previously approved.

For a Better Community
SCHMITZ \& ASSOCIATES, INC.

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There is nothing in the Planning and Zoning Code or in the Grading \& Ridgeline Ordinance which specifies that amendment projects must be exactly the same size, height, footprint, etc. of the original approved project. Thus, in designing revised but more sensitive projects on the subject properties, our clients relied on the fact that DRP historically has considered amendment projects on the basis of whether or not the proposed amendment triggers new impacts such that a total new review of the project is required.

The subject original Plot Plan approvals even had standard DRP staff conditions on such items as maximum height adjustments allowed. For example, for parcels APN 4455-008-003 and -020, a specific condition of the approval was that height was not to exceed $30^{\prime}$ and $35^{\prime}$ respectively. In revising the plans, the project architects relied on these specified conditions issued by the DRP with the original Plot Plan approvals. When these two amendment applications received response letters from:DRP staff advising that the heights were in excess of that previously approved, we pointed out the approval conditions which set a maximum height allowance. DRP staff responded as follows:
"The condition of approval regarding the height is typically rounded up to the nearest foot when we do the approval, although sometimes we put 35 feet, which is the maximum allowed. Normally, if one is doing an amendment, the height can be increased as long as it does not exceed the limit. However, there are specific Implementation Guidelines for the Grading and Significant Ridgeline Ordinance that state that the height of structures may not exceed that which was previously approved, so we can't approve any increase at all [emphasis added]. The height that was approved is considered the actual height of the structure shown on the plans, not necessarily what it says in the conditions."

- October 29, 2007 e-mail from Richard Claghorn

This e-mail response from DRP staff clearly notes that in normal amendment situations, revised heights are allowed up to the specified maximum in the approval conditions. Again, DRP staff cites the September 12, 2007 interpretation/guidelines memo as justification for changing the rules for ridgeline projects.

It is abundantly clear that the County is choosing to not process all amendment applications in an equitable fashion. Rather, applicants with projects in certain locations are being subject to more stringent requirements. Had these stringent requirements laid out in the September 12, 2007 memo been made available to the public either before or just after the effective date of the Grading \& Ridgeline Ordinance almost three years ago, then applicants would have known how requests for amendments would be treated and could have proceeded with their projects accordingly. However, to "surprise" applicants with these changed rules so late in the game


In light of these facts, we respectfully request the Director of the County Department of Regional Planning grant an additional extension to each of the three subject Plot Plan approvals such that they may have adequate time to modify their project plans to conform with the recent interpretation/guidelines memo and have adequate time to use these permits prior to their expiration.

Singerely,
SC/HMITZ \& ASSQRCIATES, INC.


Shen
Regional Manager

Bruce W. McClendon FAICP Director of Planning

Schmitz \& Associates (Naren Gunasekera)
5234 Chesebro Rd., Suite 200
Agoura Hills, CA 91301

## Subject: Plot Plan 200400398 (Amendment) <br> Location: 2750 Old Topanga Canyon Rd., Calabasas

Dear Mr. Gunasekera,
The plot plan amendment can not be approved as submitted. The changes proposed do not fit under this department's Significant Ridgeline Ordinance Implementation Guidelines.

The footprint of the structure does not exactly fit into the approved building footprint. Although it is in roughly the same location and the overall square footage is less and the guest house has been eliminated, parts of the structure extend beyond the previously approved building footprint. In order to qualify for an amendment approval for a ridgeline case, the building footprint must be entirely within the approved building footprint. The height has been lowered from the previous amendment submittal but the building footprint and floor plan appear to be the same.

Although the amount of total grading is slightly less than what was approved before, the amount of cut has increased and the amount of export is now over 10,000 cubic yards. In cases that involve over 10,000 cubic yards of export, a haul route approval is required, including all of the information in section 22.56 .1752 of the zoning code. Since this proposal will require a haul route and no haul route was proposed before, we would not consider this to be a minor change that would be allowed under an amendment to the plot plan. You would need to reduce the export amount below 10,000 cubic yards and would need to show that the amount of grading will be the same or less in both total cubic yards and in square footage of the proposed disturbed area.

Please provide 3 sets of revised plans.
Please provide the requested information by December 27, 2007 or your case may be denied. If you have any questions you can call me at 213-974-6278 or send e-mail to rclaghom@planning.lacounty.gov.


Principal Regional Planning Assistant
Los Angeles County Department of Regional Planning

October 29, 2007

Bruce W. McClendon FArCP Director of Planning

Schmitz \& Associates (Naren Gunasekera)
5234 Chesebro Rd., Suite 200
Agoura Hills, CA 91301
Subject: Plot Plan 200400398 (Amendment) Location: 2750 Old Topanga Canyon Rd., Calabasas

Dear Mr. Gunasekera,
The plot plan amendment can not be approved as submitted. The changes proposed do not fit under this department's Significant Ridgeline Ordinance Implementation Guidelines.

First, the height of the structure is increasing from $29^{\prime} 6^{\prime \prime}$ to $30^{\prime}$. We do not allow any increase in height for amendments in Significant Ridgeline areas. The height will need to be reduced to more than $29^{\prime} 6^{\prime \prime}$ before it can be approved.

Second, the footprint of the structure does not exactly fit into the approved building footprint. Although it is in roughly the same location and the overall square footage is less and the guest house has been eliminated, parts of the structure extend beyond the previously approved building footprint. In order to qualify for an amendment approval for a ridgeline case, the building footprint must be entirely within the approved building footprint.

Third, the height of the retaining wall is more than previously approved. The plan shows a 16 foot retaining wall along the east side of the driveway. This wall was shown as 6 feet high on the previous approval. Our implementation guidelines require that all structures, including retaining walls, be the same height or less as previously approved in order to be exempt.

Fourth, the extent of the grading can not extend beyond the previously approved grading pad. Your letter states that the same amount of grading is being proposed as was previously approved, although no grading plan was provided to verify this. You need to be able to show that the proposed graded area is completely within the previously approved graded pad. You also need to tell us the exact grading amount (cut and fill) so that we can verify that the grading will be the same or less.

Please provide 3 sets of revised plans.
Please provide the requested information by December 27, 2007 or your case may be denied. If you have any questions you can call me at 213-974-6278 or send e-mail to relaghom@planning.lacounty.gov.


Richard Claghorn
Principal Regional Planning Assistant
Los Angeles County Department of Regional Planning

## Via Hand Delivery

Michael Tripp
LA County Department of Regional Planning 26600 Agoura Road Suite 110
Calabasas, CA 91302

## RE: 2750 Calabasas Peak Motorway (APN: 4455-008-003)

Dear Michaee:
On behalf of Brown Derby LLC. owner of the above property, our office submits the enclosed materials for an amendment for the approved plot plan number RPPT200400398 for which we are currently processing a grading permit through Building and Safely:

- Completed Zoning Conformance Review application.
- Threc (3) copies of the site plan including elevations and floor plans.
- Site Photos.
- Zoning Conformance Review Fee of $\$ 171.00$

The proposed structure is 6,168 square feet versus the previously approved 11,000 square feet. The structure height does not exceed 30 feet above grade. The project proposes the same amoun of grading as was previously approved.

Thank you for your time and attention to this matter. Should you have any questions or require any additional information, please do not hesitate to contact me at ngunasekera@schmiz\&associates.com or at (818) 338-3636. Thank you.

Sincerely,
SCHMITZ \& ASSOCIATES.
Nruargh
Naren Gunasekera
Associate Plamerl -

CC: Bill Cohen
File

SCHMITZ \& ASSOCIATES. INC.

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RPPT200400398

# ZONING CONFORMANCE REVIEW 

Los Angeles County Dopartment of Reglonal'Planning 320.W. Temple Street; Los Angeles, CA:80012 Tolephone: (213) 974-6411 Fax: (213) 217-6100

## IN8TRUCTIONS .

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If the proparty owner is a different antly thans the appicant then thle agotlon of the applcation should be complatod.

The project address is the location of the proposed projeot. Be eure to Include the communily itame. .

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## APPLICANT INFORMATION

Name: . Schmitz \& Associates (Naren Gunasekera)
Address: 5234, Chesebro Road, Ste 200, Agoura Hills, CA 91301
Telephone: (818) 338.3636
PROPERTY OWNER (Ifilfifureni from Appllamini)
Name: Brown Derby LLC, c/o Schmitz \& Associates,
Address: 5234, Chesebro Rd., Ste 200, Agoura Hills, CA 91301
Telephóne: (818) 3383636

## PROJEGT DATA

Proloct Address: 2750, Calabasas Peak Motorway, Topanga
Assesbor Parcel Number: 4455-008-003
Proposed project description: 6.168 sq. ft. single family residence, 764 sq. ft. garage pooi, $13,306 \mathrm{CY}$ cut, 0 CY fill, retaining walls upto $16^{\circ}$ in height and driveway

Zone: A-1-10 Map number; $\qquad$
Community Stanclard's Distrlat (CSD):
Bullding \& Safoty Offico:


Attachments:
8. Sthe Plan (3 coples) with elevations and floor plans

Photos of slte
Bullding: permita of existing sitructures.

## APPLICANTT' S STATEMENT'

Thereby oertify under penalty of perfury that the information provided herelin ls corriect to the best of my knowledge and that the property owner le-awars of and agreed to the stibmittal of this applleation and contents thereof.


## Stạf. Use Only

Reoelpl\# $\qquad$ Date: $\qquad$ Amount: $\qquad$ By: $\qquad$ Comiments:

County of Los Angeles
PAYMENT RECEIPT

APN: 4455008003
PROIECT NO: R2004-00653

## 'ROJECT NAME:

SCOPE: PLOT PLAN REVIEW OTHER
SITE ADDRESS: 0 NO ADDRESS
COMMUNITY: AGOURA
LOCATION:

| Tee Code | Description | Account | Units | Amt Due | Amt Paid | Balance Due |
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| : FZCR | ZONING CONFORMANCE REVIEW | 8351 |  | \$171.00 | \$171.00 | \$0.00 |
|  |  |  | tais: | \$941.00 |  | \$0.00 |


| 'ayment Code | Description | Charge Account | Reference \# | Cashier | Date paid | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| :HECK | CHECK |  | 2138 | Michacl Tripp | 10/22/2007 | \$171.00 |
|  |  |  |  |  | Tendered: | \$171.00 |
|  |  |  |  |  | Change: | \$0.00 |
|  |  |  |  |  | Balance Due: | \$0.00 |

avment Comments




## Plot Plan 200400398

## (Project Number R2004-00653)

- Plot plan 200400398 is approved for a new single-family residence and attached garages with setbacks as shown. A swimming pool, guest house, driveway and related grading and retaining walls are also approved as shown.
- The guest house shall contain no kitchen or kitchen facilities and no plumbing except for the plumbing required for a bathroom, and shall not at any time be rented or converted and utilized as a separate dwelling or commercial use.
- The height of the structures on the property shall not exceed 30 feet above grade.
- No oak trees shall be impacted by this project. There are no oak trees on this property.
- Proposed grading includes 9,388 cubic yards of cut and 4,527 cubic yards of fill material. Obtain grading permit approval through the Department of Public Works.
- An unconditional certificate of compliance has been recorded on this property (RCOC 200400247).
- This proposal shall not be subject to the requirements of the Grading and Ridgeline Ordinance for the Santa Monica Mountains North Area Community Standards District because a complete application for site plan review was submitted prior to the effective date of the ordinance.


## DO NOT REMOVE!

## Yia Hand Delivery

## Richard Claghorn

LA Counry Department of Regional Planning
26600 Agoura Road Suite 110
Calabasas, CA 91302

## RE: 2750 Calabasas Peak Motorway (APN: 4455-008-003, RPP 200400398)

Mr. Claghorn:
In response to your correspondence dated October 29, 2007 (enclosed) our oflice resubmits three (3) sets of the revised plans. Please note the following changes to the plans:

Though the original plot plan noted in the conditions issued by Regional Planning that the height cannot exceed 30 ' feet, the height of the structurc has been reduced to match the precise height that was previously approved. The proposed residence no longer exceeds $29^{\prime} 6^{\prime \prime}$ in height, per your request.

We have provided a mylar overlay which demonstrates where the previously approved house and retaining walls were located. The currently proposed grading, retaining walls, and house are within the envelope of previous development

As was indicated in the original application, the grading proposed is comprised of $13,806 \mathrm{cy} \mathrm{cut} \mathrm{and} 0 \mathrm{cy}$ fill. Previously, 13,915 cy of total grading was approved.

The applicamt has made an effor to provide a better designed project that will be less visually impactfut on the highly visible ridgeline. The use of retaining walls has been minimized. In particular, retaining walls to create the turnaround of up to $17^{\prime}$ in height have been entirely eliminated. The project now proposes only one small segment of retaining wall along the driveway. Please also note that the guest house has been eliminated. By eliminating the guest house, the area to be cleared for Fire Department mandated brush clearance will be reduced significantly. The square foolage of vegetated site area that will need brush clearance is estimated to be reduced by about one third through the elimination of the guest house.

At your earliest opportunity, please provide us with your comments on these revisions. Thank you for your time and attention to this matter. Should you have any questions or require any additional information, please do not hesitate to contact me at mcommins@schmitysessoines.com or at (818) 3383636. Thank you.
schmitzandassociates.net
Sincercly,


Mindy Comming
Project Team Mkuager


Los Angeles County Department of Regional Plan ming

Planning for the Challenges Ahead


Octrber-29, 2007
Schmidt \& A ssociates:(Naren Cunasekera)
Truce W. MeCtendon I:AICP Director of Planning 5234 Chesebro Rd., Suite 200
AMour Hills, CA 91301
Subject: Plot Alan: 200400398 (Amendment)
Location: 2750 Old Topanga-Canyon Rda Calabusais
Dear Mi. Gunasckera,
The plot plan amendment can not be approved as submitted. The changes proposed do not fit under this depariment's:Significant:Ridigeline Ordinance Implementation Guidelines.

First, the height of the structure is increasing from 29'6" 10 30'. We do not allow any jucrease in height for amendments in Significant Ridgeline-areas. The height will need to be reduced to more than $29^{\prime} 6^{\prime \prime}$ before it can bo approved.

Second, the footprint of the structure docs not exactly fit into the approved bulking. footprint. Although it is in roughly the same location and the overall square footage is less and the guest house has been eliminated, parts of the structure extend beyond the proviously approved building footprint. In. order to qualify for an amendment approval for a ridgoline case, the building footprint must be chliedy within the approved building footprint.

Third, the height of the retaining wall is more than previously appovect. The plan shows a 16 foot retaining wall along the east side of the driveway. This wall was shown as 6 feer high on the previous approval. Our implementation guidelines require that all structures, including retaining walls, bo the same height or tess as previously approved in order to be oxempl.
louth, the extent of the grading can not extend beyond the previously approved graalag pad. Your fetter states that the same amount of grading is being proposed as was previously approved, although no grading plan was provided to verify this, You aced to be albite to show that the proposed graded $-\cdots$ area is completely within the previously approved graded pad. You also need to tell us the exact greeting amount (cut and fill) so that we can verify that the grading will be tho same or less.
Please provide 3 sets of revised plans.
Please provide the requested information by December 27,2007 or your case may bo denied. If you have any questions you can call mine at 213-974-6278 or send email to rclaghon@plaming.lacomnty.gov.


Priocipal Regional Planning Assistant
Los Angeles County Department of Regional Planning




JAN I 42055

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## TITLE (S)

## Certificate of Compliance

## ROC 200400247




RECORDING REQUESTED GY
Deparment of Regional Planning
320 Wesl Temple Street
Room 1360. Hall of Records
Los Angeles, Califomia 90012

AND WHEN RECORDED MAIL TO
Name: R.A. Eigenbrodt
Street: 14651 Round Valley
City: Sherman Oaks, CA

## CERTIFICATE OF COMPLIANCE

## REQUEST FOR CERTIFICATE OF COMPLIANCE

IWe the undersigned owner(s) of record (and/or vendee(s) pursuant to a contract of sale) in the following described property within the unincorporated territory of the County of Los Angeies, hereby REQUEST the County of Los Angeles to determine if said property described below complies with the provisions of the Subdivision Map Act (sec. 66410 et seq., Government Code, State of Califomia) and
the Los Angeles. Eqoer, Titie 21 (Subdivisions)


Name (Typed or Printed)


## LEGAL DESCRIPTION

Government Lot 3, of the fractional Northwest Quarter of Section 3, Townahlp 1 South, Range 17 Weat, Sun Bemardino Boet Meridian, in the County of Los Angeles, State of Calformia, according to the Ofictal Piat of eanid liend thed in the District Land Ófice on Auguet 3t, 1896.

## CERTIFICATE OF COMPLIANCE CONTINUATION

## CERTIFICATE OF COMPLIANCE NO.:

RCOC 200400247

APN: 445S-008-003

NOTES:
Compliance with Fire Zone 4 (Very High Fire Hazard Severity Zone) access requirements will be required prior to the issuance of building permits.

## THIS CERTIFICATE DOES NOT CONSTITUTE A BUILDING PERMIT

Prior to authorization to build on this property, the applicant will be required to conform to the County Building regulations. Such regulations include, but are not limited to; programs for appropriate sanitary sewage disposal, water supply for domestic use and fire suppression.

GEOLOGIC, soils and/or Drainage Conditions may exist on the subject property, which could limit development or necessitate that remedial measures be taken in order to obtain a Building Permit.

DETERMINATION OF COMPLIANCE
NOTE:
This determination DOES NOT GUARANTEE that the subject property meets current design and improvement standards for subdivided parcels. Prospective purchasers should check site conditions and applicable development codes to determine whether the property is suitable for their intended use.

## CERTIFICATE OF COMPLIANCE

Pursuant to the provisions of the Subdivisions Map Act (Sec. 66410 et. Seq., Gopemment Code, State of California) and the County Subdivision Ordinance (Title 21 of the Los Angeles County Code). I hereby certify that I have reviewed the above-described division of real property and have found it to be in conformance with all requirements of the Subdivision Map Act and of the County Subdivision Ordinance.

DEPARTMENT OF REGIONAL PLANNING
County of Los Angeles
James Hartl
DEPARTMENT OF REGIONAL PLANNING


Director of Planning

County of Los Angeles: Rick Auerbach, Assessor

T. I S., R. 17 W.

Schmitz \& Associates
29350 -Pacific Coast Highway
Malibu', CA 90265

Los Angeles County<br>Department of Regional Planning<br>320 West Temple Street<br>Los Angeles, CA 90012

SUBJECT: PLOT PLAN NO.: $2 C 0400398$
Date: $/ 1 /-22-04$

Your request for Plot Plan review CANNOT BE PROFESSED until additional information is provided. Please submit the material checked below by $\quad 1-2.7-0.5$. If the requested information is not received by this date, your case will be DENIED.

1. Zoning Application Form is incomplete or deficient. Owner's consent to file or proof of transfer of ownership is necessary.
2. Inadequate evidence of Notice being given to surrounding properiy owners who may be affected by the project.
3. House Numbering Maps indicate that a Certificate of Compliance may be necessary. For further information, please contact our Development Research Section at (213) 974-6458.
4. Legal description is inadequate or does not relate to subject property.
5. Site requires a Covenant to Hold Parcels as One or a Covenant In Lieu of a Parcel Map. Submit a copy of the recorded Covenant per attached sample. Covenant must be recorded at County Recorder's Office in Norwalk.
6. Submit a Draft Covenant, as per attached sample, for staff review prior to recordation.
7. A Revised Plot Plan is required that must include the following information:
a. For a valid submittal, the Plot Plan must show specific scale, the entire project site, distances from centerline of all existing and proposed streets, and all existing and proposed improvements including but not limited to 1) Fences and/or walls, height, material; 2) Height of structures and number of stories; 3) Signs, location, size and lettering on sign; 4) Yard setbacks front, side and rear.
b. Parking spaces and driveways must be shown on the Plot Plan and be fally dimensioned in compliance with the Zoning Code.
c. Required walls and bumper guards must be shown on the Plot Plan and parking areas.
d. Submit floor plans and indicate seating capacity and type (fixed or non-fixed) in order for parking calculations to be determined.
a. Submit occupant load as determined by Building \& Safety.
b. Submit site contour elevations and average finish grade (AFG) calculations.
c. Identify all uses in the shopping center and submit the addresses and square footage of all uses.
d. Submit sample elevations and/or rendering.
e. Photographs of subject property should be submitted by the Applicant.
f. Submit Landscape plans including calculations for net landscaped area by individual


Should you require any further information concerning file materials, please contact Sorin
 6470 between the hours of 1:00 p.m. and 5:00 p.m. Monday through Thursday. Site Plans must be folded in order to fit into an $81 / 2^{\prime \prime} \times 14^{\prime \prime}$ folder.

Provider of Land Use Planning for a Better Community

January 5, 2005

## Via Hand Delivery

Richard Claghom
Department of Regional Planning
County of Los Angeles
320 West Temple Street
Los Angeles, CA 90012

## RE: Completion of Plot Plan application RPPT200400398 for APN 4455-008-003 (Eigenbrodt)

Dear Mr. Claghorn:
Pursuant to your request and on behalf of the applicant, Robert Eigenbrodt, for the above mentioned pending plot plan application we submit the following items and response to complete the application.

- Proof of Access documentation insured by First American Title Company
- COC application RCOCT200400247, submitted on November 16, 2004.
- Tract map 35647

Due to the fact that Land Division staff is still reviewing the COC application and because we have addressed/ submitted all other requested items, we respectfully request that this application be deemed complete with the condition that a COC be obtained prior to moving forward on the project.

Thank you for your attention to this matter. Please contact me immediately should you require any additional information.

Sincerely,
SCHMITZ \& ASSOCIATES, INC.
Mid


Mindy Commie
Associate Planner

## County of Los Angeles

## RECEIPT

Page 1 of 1
PERMIT: RCOC T200400247
RECEIPT NUMBER: $\quad 04-05490$

APN: 4455008003
FILE PERMIT:
PROJECT NO: R2004-00859
PROECT NAME:
SCOPE: CERTIFICATE OF COMPLIANCE
SITE ADDRESS: 0 NO ADDRESS
COMMUNTTY: AGOURA
LOCATION:

Fees Calculated 12 Months Back

| Fee Code | Description |
| :--- | :--- |
| RFCCI | CERTIFICATE OF COMPLIANCE |

Certificate of compliance
ayment Code CHECK

## Description

 CHECKCharge Account
Account
9593

APPLICANT: R.A. EIGENBRODT
ADDRESS: 29350 PACIFIC COAST HWY
CITY/STATE/ZIP: MALIBU, CA 90265
PAYER: ROBERT A. EIGENBRODT
ADDRESS: 29350 PACIFIC COAST HWY
CITY/STATE/ZIP: MALIBU, CA 90265
PHONE: 310-589-0773

| Units | Amt Due <br>  <br>  <br>  <br>  <br> Totals:$\$ 811.00$ | Amt Paid <br> $\$ 811.00$ | Balance |
| ---: | ---: | ---: | ---: |
|  | $\$ 811.00$ |  |  |


| Reference \# 2018122017 | Cashier <br> Alcjandrin Combet | Date pald 11/16/2004 | $\begin{aligned} & \text { Amount } \\ & \$ 811.00 \end{aligned}$ |
| :---: | :---: | :---: | :---: |
| . |  | Tendered: | \$811.00 |
|  |  | Change: | S0.00 |
|  |  | ance Due: | \$0.00 |



# First American Title Company 

## 520 North Central Avenue <br> Glendale, CA 91203



In response to the above referenced application for a policy of title Insuranœe, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Pollcies of Tite 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 enoumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of salt Pollcy forms.
The printed Exceptlons and Exclusions from the coverage of said Policy or Pollcies are set forth in Exhibit A attached. 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 excluslons set forth in Exhibit $A$ of this report carefully. The exceptions and excluslons 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 tide and may not list all llens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solety for the purpose of facilitating the lssuance of a policy of tide Insurance and no llability is assumed hereby. If it is destred that liablity be assumed pror to the issuance of a policy of tule insurance, a Binder or Commitment should be requested.

Dated as of December 29, 2004 at 7:30 A.M.
The form of Policy of title insurance contemplated by this report is:

ALTA Owner's Policy (10-17-92) with Regional Exceptions (Standard Coverage)
ALTA Loan Policy (10-17-92) with ALTA Endorsement - Form 1 Coverage with Regional Exceptions (Standard Coverage)

A speciflc 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:
John Radzinski aka Jack Rogers, as to Parcel 1;
R. A. Eigenbrodt and Desk Eigenbrodt, Trustees of the R.A. and Doris Eigenbrodt Family Trust dated March 17, 1999 as to Parcel 2;

John Radzinski and Linda Marie Radzinski, husband and wife as joint tenants, as to an undivided $50 \%$ interest and William H. Weidman, a single man, as to an undivided $50 \%$ Interest, as tenants in common, all as to Parcel 3

The estate or interest in the land hereinafter described or referred to covered by this Report is:
A fee as to Parcel(s) 1, 2, 3, an easement as to Parcel(s) 1A, 2A, 3A, 3 B .
The Land referred to herein is described as follows:
(See attached Legai Description)
At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said pollcy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2004-2005.

First Installment:
Penalty:
Second Installment:
Penalty:
Tax Rate Area:
A. P. No.:

```
\$1,770.54, PAID
\(\$ 0.00\)
\$1,770.54, DUE
\$187.05
01653
4455-008-002
```

(Affects Parcel 1)
2. General and special taxes and assessments for the fiscal year 2004-2005.

| First Installment: | $\$ 470.88$, PAID |
| :--- | :--- |
| Penalty: | $\$ 0.00$ |
| Second Installment: | $\$ 470.88$, DUE |
| Penalty: | $\$ 57.09$ |
| Tax Rate Area: | 04988 |
| A. P. No.: | $4455-008-003$ |

## (Affects Parcel 2)

3. General and special taxes and assessments for the fiscal year 2004-2005.

| First Installment: | $\$ 1,035.12$, PAID |
| :--- | :--- |
| Penalty: | $\$ 0.00$ |
| Second Instaliment: | $\$ 1,035.11$, DUE |
| Penalty: | $\$ 0.00$ |
| Tax Rate Area: | 01653 |
| A. P. No.: | $4455-005-020$ |

(Affects Parcel 3)
4. Supplemental taxes for the year 2003-010 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment:
Penalty:
Second Installment:
Penalty:
Tax Rate Area:
A. P. No.:
$\$ 700.31$, PAID
$\$ 0.00$
\$700.31, DELINQUENT
$\$ 80.03$
01653
4455-005-020
5. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
6. Covenants, conditions, restrictions and easements in the document recorded December 21, 1925 as book 4570 page 24 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national arigin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Section 12955 of the California 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.
(Affects Parcel 2A)
7. Covenants, conditions and restrictions, easements for any purpose including but limited to, ingress, egress, public utilities, slopes pipelines, drainage, sanitary sewers, provisions and incidental purposes as disclosed by documents of record that affect the ingress and egress easement shown as Parcel $2 A$ referred to in the legal description of said land.
8. No assurance is given as to the exact location of the Ingress and Egress Easement shown as Parcels IA \& 2A in the legal description.
9. An easement for purposes herein stated, and rights incidental thereto as provided in a document For: public utilities.
Affects: Parcel 3.
Recorded: March 18, 1979 as Instrument No. 79-279135, Official Records.
10. A deed of trust to secure an original indebtedness of $\$ 285,000.00$ recorded December 4, 1991 as Instrument No. 91-1904531 of Official Records.
Dated: October 18, 1991
Trustor:
John Radzinski
Trustee:
First American Title Co. LA.
Beneficiary: Robert A. Elgenbrodt \& Assoc. Inc. Def. Ben. Pension Plan

The effect of a deed from John Radzinski to R. A. Eigenbrodt \& Assoc. Inc. Def. Benefit Pension Plan, recorded October 31, 1994 as Instrument No. 94-1969016, Official Records.

Said instrument purports to convey an interest in said land. this instrument appears to be an attempt to do a deed-in-lieu of foreclosure. The deed did not contain the proper language or the affidavit for a deed-in-lieu of foreclosure. Title remains in the prior owner untll this document is re-recorded with the proper language and affidavit, or a corrective document is properly setup, executed and recorded.
(Affects Parcel 1)
11. The terms and provisions contalned in the document entitled "Agreement Between West Basin Municipal Water District and Robert A. Eigenbrodt for Exemption of 1992-1993 Standby Charges" recorded March 20, 1997 as Instrument No. 97-423867 of Official Records.
(Affects Parcel 1)
12. The terms and provisions contained in the document entitled "Agreement Providing For Deferral of Land Water Standby Charge" recorded September 28, 1995 as Instrument No. 95-1573746 of Official Records.
(Affects Parcel 2)
13. An easement for purposes herein stated, and rights incidental thereto as provided in a document For: road purposes, public utilities, sewers and for slope and drainage purposes.
Affects: Parcel 3, as described therein.
Recorded: April 11, 1968 as Instrument No. 367, Official Records.
14. The terms and provisions contained in the document entitled "Agreement Among West Basin Municipal Water District And Mr. Robert W. Taylor and Ms. Grace J. Taylor for 1994/95 Reduction/Exemption Of Water Standby Charges" recorded July 28, 1995 as Instrument No. 951227195 of Official Records.
15. The terms and provisions contained in the document entitled "Agreement Among West Basin Municipal Water District And Robert W. and Grace J. Taylor for Exemption Of 1995/96 Standby Charges Assessor Parcel Number(s) 44555-005-020" recorded August 10, 1995 as Instrument No. 95-1306279 of Official Records.
16. The terms and provisions contained in the document entitled "Agreement Providing For Exemption Of Land From Water Standby Charges" recorded September 21, 1995 as Instrument No. 95-1540956 of Official Records.
17. A judgment in the amount of $\$ 27,980.25$.

Against: Robert A. Eigenbrodt.
In Favor Of: Mountain Park Estates, et al. Entered: May 4, 1995.
Court: Los Angeles Superior Court, Central District.
Case No.: BC 049815.
An abstract of which judgment was
Recorded: August 12, 1998 as Instrument No. 98-1420084, Official Records.
No examination of said proceedings has been made. Upon completion of our examination we will advise you of our findings.
18. A judgment in the amount of $\$ 2,709.53$.

Against: Robert A. Eigenbrodt.
In Favor Of: Mountain Park Estates, et al.
Entered: May 4, 1995.
Court: Los Angeles Superior Court, Central District.
Case No.: BC 049815.
An abstract of which judgment was
Recorded: August 12, 1998 as Instrument No. 98-1420085, Official Records.
19. The effect of a document entitled "Grant of Easements", recorded July 2, 2003 as Instrument No. 03-1902641 of Official Records.
20. The terms and provisions contained in the document entitled "Notice of Consent to Use Land" recorded March 10, 2004 as Instrument No. 04-581345 of Official Records.
21. The terms and provisions contained in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04-3836774 of Official Records.
(Affects Parcel 1)
22. The terms and provisions contained in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04-3836775 of Official Records.
(Affects Parcel 3)
23. The terms and provisions contained in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04-3836776 of Official Records.
(Affects Parcel 2)
24. An easement for Ingress and egress, roadway, utility and other and incidental purposes in the document recorded November 29, 2004 as instrument No. 04-3073481 of Official Records.

The location of the easement cannot be determined from record information.
(Affects Parcel 2)
25. Statements of information from all parties to the transaction.
26. 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.

## INFORMATIONAL NOTES

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressiy 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.

1. Basic rate applies.
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 July 1, 2003 as Instrument No. 03-1882260 of Official Records. From:

Robert W. Taylor and Janet Taylor, Trustees of the R. W. and G. J.
Taylor Revocable Trust dated April 9, 1990 and Robert W. Taylor, Ancillary Trustee of the R. W. and G. J.-Taylor Charitable Remainder Unitrust dated July 27, 1990
To: John Radzinski and Linda Marlene Radzinski, husband and wife as joint tenants, as to an undivided $50 \%$ interest and William H . Weidman, a single man, as to an undivided $50 \%$ interest, as tenants in common
3. The property covered by this report is vacant land.

## WIRE INSTRUCTIONS

for
First American Title Company - Los Angeles, Title Department Los Angeles County, California

First American Trust Company
Santa Ana Branch
421 North Main Street
Santa Ana, California 92701
ABA 122241255
Credit to First American Title Company Los Angeles Account No. 14101

## Reference Title Order Number 1564266-50, and Title Officer Steven Clark

Funds for other loans being insured by First American Title Company must not be combined into one wire - or funds may be returned.

All wires must reference (1) First American Title Company - Los Angeles and (2) our Account Number - or funds may be returned.

## LEGAL DESCRIPTION

Real property in the, County of Los Angeles, State of California, described as follows:
PARCEL 1:
LOT 2 OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31, 1896.

PARCEL 1A:
AN EASEMENT AND RIGHT OF WAY, 40 FEET IN WIDTH FOR INGRESS AND EGRESS, ROADWAY, UTILTY AND OTHER INCIDENTAL PURPOSES ACROSS GOVERNMENT LOT 3 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND. SAID EASEMENT IS UNLOCATED.

## PARCEL 2:

LOT 3 BEING THE FRACTIONAL NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31, 1896.

PARCEL 2A:
AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST HALF OF SECTION 34 AND THE SOUTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND. SAID EASEMENT IS UNLOCATED.

## PARCEL 3:

THE WEST 660.00 FEET MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER, IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 3A:
AN EASEMENT FOR ROAD PURPOSES, PUBLIC UTILITIES, SEWERS AND FOR SLOPE AND DRAINAGE PURPOSES OVER THAT PORTION OF THE EAST HALF OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, INCLUDED WTTHIN A STRIP OF LAND 60.00 FEET WIDE, THE CENTER LNE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF THE 60.00 FEET EASEMENT AS RESERVED IN THE QUITCLAIM DEED RECORDED OCTOBER 13, 1966 AS INSTRUMENT NO. 38 IN BOOK D3452 PAGE 331, OFFICIAL RECORDS, DISTANT NORTHERLY ALONG THE ARC OF A CURVE, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 37 DEGREES $27^{\prime} 20^{\prime \prime}$ AND AN ARC LENGTH OF 117.67 FEET, AS DESCRIBED IN SAID LAST MENTIONED RESERVATION, AN ARC DISTANCE OF 39.27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 63

DEGREES $35^{\prime} 08^{\prime \prime}$ WEST 134.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 43 DEGREES $37^{\prime} 28^{\prime \prime}$ AN ARC DISTANCE OF $76.14{ }^{\circ}$ FEET; THENCE SOUTH 19 DEGREES $57^{\prime} 40^{\prime \prime}$ WEST 142.97 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 38 DEGREES $16^{\prime} 54^{\prime \prime}$ AN ARC DISTANCE OF 66.81 FEET; THENCE SOUTH 58 DEGREES $14^{\prime} 34^{\prime \prime}$ WEST 91.97 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 72 DEGREES $16^{\prime} 54^{\prime \prime}$ AN ARC DISTANCE OF 107.23 FEET; THENCE SOUTH 14 DEGREES $02^{\prime} 20^{\prime \prime}$ EAST 147.40 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 53 DEGREES $35^{\prime}$ 09" AN ARC DISTANCE OF 93.52 FEET; THENCE SOUTH 39 DEGREES $32^{\prime} 49^{\prime \prime}$ WEST 40.01 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES $15^{\prime} 06^{\prime \prime}$ AN ARC DISTANCE OF 39.99 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 4 DEGREES 27' $43^{\prime \prime}$ WEST 224.88 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES $32^{\prime} 03^{\prime \prime}$ AN ARC DISTANCE OF 40.67 FEET; THENCE SOUTH 19 DEGREES 59'46" WEST 229.37 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 54 DEGREES $33^{\prime} 13^{\prime \prime}$ AN ARC DISTANCE OF 71.41 FEET; THENCE SOUTH 34 DEGREES 33' $27^{\prime \prime}$ EAST 18.69 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES $43^{\prime} 21^{\prime \prime}$ AN ARC DISTANCE OF 38.76 FEET; THENCE SOUTH 66 DEGREES $16^{\prime} 48^{\prime \prime}$ EAST 38.21 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENIIONED CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES $08^{\prime} 09^{\prime \prime}$ AN ARC DISTANCE OF 62.47 FEET; THENCE NORTH 62 DEGREES $35^{\prime} 09^{\prime \prime}$ EAST 0.03 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES $15^{\prime} 16^{\prime \prime}$ AN ARC DISTANCE OF 36.92 FEET; THENCE NORTH 27 DEGREES 19' 47" EAST 78.15 FEET TANGENT TO SAID LAST MENTIÓNED CURVE TO THE END OF SAID LAST MENTIONED CENTER LINE.

PARCEL 3B:
AN EASEMENT FOR ROAD PURPOSES, PUBLIC UTILTIES, SEWERS, AND FOR SLOPE AND DRAINAGE PURPOSES OVER THAT PORTION OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF INCLUDED WITHIN A STRIP OF LAND 60 FEET WIDE, LYING 30 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ELSIE DRIVE, 30 FEET WIDE, AS SAID DRIVE IS SHOWN ON THE MAP OF TRACT 8550, RECORDED IN BOOK 109 PAGES 77 TO 80 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID

COUNTY, WTTH THE SOUTHERLY LINE OF SAID TRACT 8550, SAID CENTER LINE HAVING A BEARING OF NORTH 0 DEGREES $06^{\prime} 00^{\prime \prime}$ EAST FOR THE PURPOSES OF THIS DESCRIPTION; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY TANGENT TO SAID CENTER LINE AND HAVING A RADIUS OF 70 FEET, THROUGH A CENTRAL ANGLE OF 53 DEGREES $33^{\prime} 19^{\prime \prime}$, AN ARC DISTANCE OF 65.43 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 53 DEGREES 27' $19^{\prime \prime}$ EAST 63.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 235 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 44 DEGREES 08' $14^{\prime \prime}$ AN ARC DISTANCE OF 181.03 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 9 DEGREES $19^{\prime} 05^{\prime \prime}$ EAST 14.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 100 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 37 DEGREES $06^{\prime} 52^{\prime \prime}$ AN ARC DISTANCE OF 64.78 FEET; THENCE TANGENT TO SAID LAST MENIIONED CURVE, SOUTH 46 DEGREES $25^{\prime}$ 57" EAST 453.53 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 60 DEGREES $02^{\prime} 44^{\prime \prime}$ AN ARC DISTANCE OF 104.80 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 13 DEGREES $36^{\prime} 47^{\prime \prime}$ WEST 79.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 180 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37 DEGREES 27' $20^{\prime \prime}$ AN ARC DISTANCE OF 117.67 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 23 DEGREES $50^{\prime} 33^{\prime \prime}$ EAST 61.27 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82 DEGGREES $33^{\prime} 59^{\prime \prime}$ AN ARC DISTANCE OF 208.95 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 120 FEET; THENCE SOUTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 94 DEGREES 09' $27^{\prime \prime}$ AN ARC DISTANCE OF 197.20 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 113 DEGREES $39^{\prime} 24^{\prime \prime}$ AN ARC DISTANCE OF 99.18 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 131 FEET; THENCE NORTHEASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES $29^{\prime} 42^{\prime \prime}$ AN ARC DISTANCE OF 58.29 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 245 FEET; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID LAST MENTIONED REVERSE CURVE THROUGH A CENTRAL ANGLE OF 68 DEGREES 51' $30^{\prime \prime}$ AN ARC DISTANCE OF 294.44 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 82 DEGREES $31^{\prime} 56^{\prime \prime}$ EAST 573.95 FEET TO A POINT IN THE CENTER LINE OF OLD TOPANGA CANYON ROAD, 50 FEET WIDE, AS DESCRIBED IN DEED RECORDED OCTOBER 14, 1926 AS INSTRUMENT NO. 1776 IN BOOK 6029 PAGE 393, OFFICIAL RECORDS.

SAID EASEMENT TO TERMINATE NORTHERLY IN SAID SOUTHERLY LINE OF TRACT 8550, AND TO TERMINATE EASTERLY IN THE WESTERLY LINE OF SAID OLD TOPANGA CANYON ROAD.

APN: 4455-008-002 and 4455-008-003 and 4455-005-020

## NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

## EXHIBIT A <br> LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

## 1. CALIFORNIA LAND TITLE ASSOCLATION STANDARD COVERAGE POLICY - 1990 SCHEDULE B <br> EXCEPTIONS FROM COVERAGE

This pollcy does not insure against loss or damage (and the Company will not pay costs, attomeys' fees or expenses) which arise by reasan of: Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or noutce of such proceedings, whether or not shown by the records of such agency or by the pudilic records. Any facts, rights, interests, or daims 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 enambrances, or claims thereof, which are not shown by the public reconds.
4. Discrepandes, 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 putdicy records.
5. (a) Unpatented mining clains; (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 exoepted under (a), (b), or (c) are shown by the public records.

## EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ondinance or governmental regulation (induding but not lifntted to building and zoning laws, ordinances, or regulations) restrikting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (ill) 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 govemmental 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 Pollcy.
(b) Any governmental palice power not excluded by (a) above, except to the extent that a notice of the exerdse thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged vilation affecting the land has been recorded in the public records at Date
of Policy.
2. Rights of eminent domaln unless notice of the exercise thereof has been recorded in the publlc records at Date of Policy, but not excluding
from coverage any taking which has occurred prior to Date of Poolicy whict would be binding on the from coverage any taking which has occurred prior to Date of Policy whiak would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse daims 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 dalmant; (b) not known to the Company, not recorded in the public records at Date of Pollcy, but known to the insured clainnant and not disclosed in writing to the Company by the insured claimant prior to the date the insured clalmant 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 pald value for the insured mortgage or for the estate or interest Insured by this pollicy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inablity or failure of any subsequent owner of the indebtedness, to comply with applicable "daing business" laws of the state in which the land is
situated. situated.
Imvalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arlses out of the transaction evidenced by the insured mortgage and is based upon usury or any consurner credit protection or truth in tending law.
Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating
the interest of the insured lender, by season of the operation of federal bankruptoy, state insolvency or similar creditors' rights laws.

## 2. AMERICAN LAND TITLE ASSOCTATION OWNER'S POLICY FORM B-1970 SCHEDULE OF EXCLUSIONS FROM COVERAGE

Any law, ordlnance or governmental regulation (including but not limibed to bullding and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibitng a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or govemmental regulation.
Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at
Date of Policy.
Defects, liens, encumbrances, adverse clains, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not
known to the Company and not shown by the public records but known to the insured daimant elther at Date of Poliy or at the dete sect known to the Company and not shown by the public records but known to the insured daimant elther at Date of Policy or at the date such dalmant acquired an estete or interest insured by this polloy and not disctosed in witting ty the insured claimant to the Complany prior to the date such insured claimant becarpe an insured hereunder; (c) resulting in no loss or damage to the insured daimant; (d) attaching or
created subsequent to Date of Pollcy; or (e) resulting in foss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

## 3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B -1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SChedule b
This policy does not insure against loss or damage by reason of the matters schown in parts one and two following: Part One

1. Taxes or assessments which are not shown as existig lien by the
property or by the public records.
2. Any facts, rights, interests, or daims which are not shown by the public reconds but which could be ascertained by an inspection of said lanc
or by making inquiry of persons in possession thereof.
3. Easements, dalms of easement or encumbrances which are not shown by the pubalk records.
4. Discrepandes, confikts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and
which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Adts authorizing the issuance thereof; water rights, clains or tithe to
water.
6. Any lien, or right to a lien, for services, babor or materlal heretofore or hereafter furnished, imposed by law and not shown by the public
records.

## 4. AMERICAN LAND Title association loan policy - 1970 <br> WITH A.LT.A. ENDORSEMENT FORM 1 COVERAGE SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or govemmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or anea of the land, ar the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent dornain or governmental rights of police power unless notice of the exercise of such rights appears in the public reconds at
Date of Policy. 3. Date of Policy.
3. Defects, hiens, encumbrances, adverse daims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the pubilic records but known to the insured claimant either at Date of policy or at the date such daimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disctosed in writing by the insured claimant to the Company prior to the date such Insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured daimant; (d) attaching or created subsequent to Date of Pollcy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or
completed at Date of Policy). completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the
Indebtedness to comply with applicable "doing business" laws of the stabe in which the land is siciated indebtedness to comply with applicable "doing business" laws of the stabe in which the land is situated.

## 5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH REGIONAL EXCEPTIONS

When the Amerkcan Larxd Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the excluslons set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

## SChedule a

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:
Part One
1.

Taxes or assessments which are not shown as existling liens by the records of any taxing authority that hevies taxes or assessments on real
property or by the public records.
2. Any facts, rights, interests, or daims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possessbon thereof.
3. Easements, daims of easement or encumbrances 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 5 Which are not shown by pubilc records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or titie to
water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

## 6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE EXCLUSTONS 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 arse by reason of:

1. (a) Any law, ordinance or governmental regulation (Induding but not limited to bulking and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or refating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimersions or location of any improvement now or hereafter erected on the land; (ili) a separation in ownershlp or a ctrange 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 enforcernent 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 Pollcy; (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the pubilc records at Date
of Policy.
2. Rights of eminent domain unless notike of the exercise thereof has been recorded in the public records at Date of Policy, but not exduding 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 daimant:
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured daimant and not discosed in writing to the Company by the insured claimant prior to the date the insured clalmant became an insured under this policy; (c) resulting in no loss or damage to the insured daimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy Insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance $\$$ afforded herein as to assessments for street improverrents under construction or completed at date of policy); or
4. Unenforceability of the llen of the insured mot have been sustained if the insured cairnant had paid value for the insured mortyage. Unenforceability of the llen of the insured mortgage because of the inability or fallure 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. situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or daim thereof, which arises out of the transaction evidenced by the 6. insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

Any statutory lien for services, labor or materials (or the dalm of priority of any statutory lien for services, tabor or materials over the tien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is rot flnanced in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this pollcy, by reason of the operation of federal bankruptcy, state insolvency, or similar credttors' rights laws, that is based on:
(I) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the a application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential
transfer results from the failure: transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to Impart notice to a purchases for value or a judgment or lien creditor.

## 7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGYONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exdusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

## SCHEDULE B

This policy does not insure against loss or damage (and the Corrpany will not pay costs, attomeys' 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.
2. Ary facts, rights, interests, or daims which are not shown by the publlc records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the pubic records.
4. Discrepandes, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Ads authorizing the issuance thereof; water rights, ctams or titfe to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public
records.

## EXCLUSTONS FROM COVERAGE

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

1. (a) Any law, ordinance or govermmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (1) the occupancy, use, or enjoyment of the land; (il) the character, dimersions or location of any improvernent now or hereafter erected on the land; (ilit) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the tand is or was a part; or (iv) envinonmental 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, llen 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 exercke thereof or a notice of a defect, lien or encumbirance 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 dornain 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 Pollcy which woutd be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse clains, 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 Polloy, but known to the insured claimant and not dsclosed in writing to the Company by the insured daimant prior to the date the insured clarmant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) atteching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured daimant had pald value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal banksuptcy, state insolvency, or simillar credtors' rights laws, that is based on:
(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely recond the Instrument of transfer; or
(b) of such recordation to impart natice to a purchaser for value or a judgment or lien creditor.

## 9. AMERICAN LAND TITLE ASSOCLATION OWNER'S POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Tite Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exdusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

## SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attomeys' fees or expenses) which arise by reason of: Part One:
I. Taxes or assessments which are not shown as existing liens by the reconds of any taxing authority that levies taxes or assessments on real property or by the publle reconds.
2. Ary facts, rights, interests, or daims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, daims of easement or encumbrances which are not strown by the public reconds.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey woukd disclose, and which are not shown ty public recorcts.
s. Unpatented mining daims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, dains or tithe to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, Imposed by law and not shown by the public records.

## 10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TIILE INSURANCE POLICY - 1987 EXCLUSTONS

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

1. Govemmental 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:

$$
\begin{array}{ll}
\text { * land use } & \text { * land division } \\
\text { * improvements on the land } & \text { * environmental protection }
\end{array}
$$

This exdusion does not apply to vilations or the enforcement of these matters which appear in the public records at Pclicy Date. This exclusion does not limit the zoning coverage described In Items 12 and 13 of Covered TIUe Risks.
2. The right to take the land by condemning it, unless:
a notice of exercising the right appears In the public records on the Policy Date

* the taking happened prior to the Policy Date and is binding on you if you bougit the land without knowing of the taking.

7tte Risks:

* that are created, aflowed, or agreed to by you
* that are known to you, but not to us, on the Policy Date - unless they appeared In the public records
* that result in no loss to you
* that first affect your titte after the Pollcy Date - thit does not limit the labor and material lien coverage in Item 8 of Covered Title Risks Failure to pay value for your title.
Lack of a right:
* to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
* In streets, alleys, or waterways that touch your land

This exclusion does not limilt the access coverage in Item 5 of Covered Title Risks.

## 11. EAGLE PROTECTION OWNER'S POLICY

## CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998 ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdiviston Isuw Violation). 15 (Bullding Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductlble Amounts and Maxdmum Dollar Limits of Liability

## EXCLUSIONS

In addition to the Exceptions in Schedule B, you are rot Insured against loss, costs, attomeys' fees, and expenses resulting from:

1. Gowernmental police power, and the existence or violation of any law or government regulation. This indudes ordinances, laws and
regulations conceming:

$$
\begin{array}{ll}
\text { a. buikling } & \text { b. zoning } \\
\text { c. land use } & \text { d. improvements on the land } \\
\text { e. land division } & \text { f. environmental protection }
\end{array}
$$

This exclusion does not apply to violations or the enforcement of these matters if notice of the vilation or enforcement appears in the Public Records at the Policy Date.
This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion
3. The right to take the Land by building codes if notice of the violation appears in the Public Records at the Policy Date.

The right to take the Land by condemning it, unless:
a. a notice of exercising the right appears in the Public Records at the Policy Date; or
4. Risks:
a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date; c. that result in no loss to You; or
d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23,24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
a. to ary Land outside the area specifically described and referred to in paragraph 3 of Schedule $A$; and
b. in streets, alleys, or waterways that touch the Land.

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

## 12. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) <br> EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (induding but not limited to bulding and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (1) the occupancy, use, or enjoyment of the Land; (ii) the charanter, dimensions or tocation 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 ( lv ) environmental protection, or the effect of any violation of these laws, ordinanoes 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. This exclusion
does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a
f Polio This exclusion dos no lim the a of Palicy. This exclusion does not ilmit the coverage provided under Covered Risks 12, 13, 14 and 16 of this 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.
2. Defects, Hens, 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 Reconds at Date of Policy, but Known to the Insured Claimant and not disclosed in (c) resilting Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy:
ans or damage to to
19, 20, 21, 22, 23, 24, 25 and 26); or Date of Pollcy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18
(e) 20, 21, 22, 23, 24, 25 and 26); or
3. (e) resulting in loss or darnage which would not have been sustained If the Insured Claimant had paid value for the insured Mortgage. fallure of any subsequent owner of the Indebtedness, to comply with abplicable fallure of the Insured at Date of Poilcy, or the inability or situated.
4. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises ous of the transaction evidenced by the
5. Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law. Real property taxes or assessments of any govemmental authority whkch becorne a lien on the Land subsequent to Date of Policy. This exdusion does not limit the coverage provided under Covered Risks 7, 8 (e) and 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 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 exdusion does not limit the coverage provided in Covered Risk 8 .
7. Lack of priorlty of the lien of the Insured Mortgage as to each and every advance made after Date of Pollcy, and all interest charged thereon, over liens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at:
(a) The time of the advance; or
(b) The time a modification is made to the terns of the Insured Mortgage which changes the rate of interest charged, If the rate of interest is greater as a result of the modification than It wauld have been before the modification
This exclusion does not llmit the coverage provided in Covered Risk 8.
8. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exdusion does not apply to violations of bullding codes if notice of the violation appears in the Public Records

## SCHEDULE B

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. The following existing statutes, reference to which are made part of the ALTA 8.1 Environinentai Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: NONE.

## 13. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) WITH REGIOMAL EXCEPTIONS

When the American Land Title Assoclation loan policy with EAGLE Protection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exdusions set forth in paragraph 12 above are used and the following exceptions to coverage appear in the policy.

## SCHEDULE g

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

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land 3. or by making inquiry of persons in possession thereof.
3. Easements, daims of easement or encumbrances which are not shown by the public records.
4. Discrepandes, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disciose, and which are not shown by public reconds.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorlzing the issuance thereof; water rights, chains or title to
water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public

Part Two:

Order Number: 1564266 (50)
Page Number: 19

1. The following existing stabtes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incomporated into this Policy following item 28 of Covered Risks: None.

## 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 concemed 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. 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 govem our use of personal information regardless of its source. First American calls these guldelines its Fair Information Values, a copy of which can be found on our website at www.firstom. com.

## Types of Information

Depending upon which of our servkes 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, induding 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 affliated 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.




## APPLICATION FORM

## RECORD OWNER

Name: Robert A. Eigenbrodt \& Doris Eigenbrodt
Address: 14651 Round Valley Dr.
City: Sherman Oaks
Daytime Phone: (818) 783-2546
Fax: ( )

## OWNER'S CONSENT: I consent to the submission of this application.



## APPLICANT:

Name: Robert A. Eigenbrodt
Address: 14651 Round Valley Dr.
City: Sherman Oaks Zip Code: 91403
Daytime Phone: (714) 432-
Fax: $(\square$

## APPLICANT'S AGENT:

Name: Schmitz \& Associates
Address: 29350 Pacific Coast Highway
City: Malibu Zip Code: 90265

Daytime Phone: (310) 589-0773
Fax: (310) 589-0353
APPLICANT/AGENT CERTIFICATION: I hereby certify under penalty of perjury that the information I provided herein is correct to the best of my knowledge.


NOTE: When review is completed, copies are sent to the appropriate Building and Safety office and to the Applicant unless otherwise directed. Please check here if "will call" pickup is preferred:

PROJECT DESCRIPTION: (Describe fully purpose of request)
Request to construct a 10,000 square foot single family residence, driveway from Calabasas Peak Motorway to building pad \& related grading, a 750 square foot guest house, and a pool.

## LOCATION/ADDRESS OF SUBJECT PROPERTY: <br> In LA County: APN \# 4455-008-003

LEGAL DESCRIPTION: (Attach Exhibit 'A' if legal is extensive)
Government Lot 3, of the fractional Northwest Quarter of Section 3, Township 1 South, Range 17 West, San Bernardino Base Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land filed in the District Land Office on August 31, 1896.

PROJECT DATA:
Thomas Guide Reference: Assessor's Parcel Number:
Supervisorial District:
Zoned District:
Building \& Safety Office: Residential Density:
$\frac{\operatorname{smmNA}}{\text { Nove }} \quad N / 0$

General/Community Plan Designation:
Previous Cases on Subject Property:

## TYPE OF CASE:



## RESIDENTIAL PARKING DATA:


$\qquad$

## SUGGESTED LETTER OF AUTHORIZATION TO SIGN FOR OWNER

Date:
I (we) are the owners of the property legally described as
and located at.

The assessor's parcel number for this property is 4455-008-003.

I (we) hereby authorize the following person to act on my (our) behalf to sign and submit the above planning/zoning application as provided by the Los Angeles County Code.


NOTE: This authorization shall continue in force and effect until the Department of Regional Planning is notified in writing of its cancellation.


By


# LOS ANGELES COUNTY <br> DEPARTMENT OF REGIONAL PLANNING 

## CERTIFICATION OF LOBBYIST REQUIREMENTS

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

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


## PERMIT NOS):

$\qquad$
$\qquad$
$\qquad$

PLEASE SEE OTHER SIDE FOR INFORMATION ABOUT THE ORDINANCE

## OAK TREE STATEMENT

【 The subject property contains no oak trees.
The subject property contains one or more oak trees, however, the applicant anticipates that no activity (grading and/or construction) will take place within five (5) feet of the outer dripline of any oak tree.

The subject property contains one or more oak trees and the applicant states that activity (grading and/or construction) will take place within five (5) feet of the outer dripline of any oak tree. An Oak Tree Permit has been or will be applied for prior to any activity taking place on the property.


10/21104
Date


November 15, 2004

## Via Hand Delivery

Richard Claghorn
Department of Regional Planning
County of Los Angeles
320 West Temple Street
Los Angeles, CA 90012

## RE: Guest House Covenant for Plot Plan application submitted for APN 4455-008-003 (Eigenbrodt)

Dear Mr. Claghorn:

On behalf of the owner and applicant, Robert Eigenbrodt, we submit this Certified Recorded copy of the Guest House Covenant to be incorporated into pending plot plan application RPPT200400398 for the above mentioned property.

Should you have any questions about the attached covenant or require any additional documents, please do not hesitate to contact us immediately.

Sincerely, SCHMITZ \& ASSOCIATES, INC.


Mindy Commins
Associate Planner

## 042836776

```
RECORDED/FILED IN OFFICIAL RECORDS
        RECORDER'S OFFICE
        LOS ANGELES COUNTY
                CALIFORNIA
    12:01 PM NOV 2 }200
```


## TITLE(S) :



FEE

| FEE $\$ 13$ |  |
| :--- | :--- |
| DAF \$2 |  |
| C-20 | 3 |

CODE
20
CODE
19
CODE
9

Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company in black ink.
Number of AIN's Shown

Recording Request by:
R.A. Eigenbrodt

When recorded, mail original to:
R. A. Eigenbrodt

14651 Round Valley Dr.
Sherman Oaks, CA 91403

## COVENANT BY OWNER IMPOSING A LAND USE RESTRICTION

The undersigned hereby certifies that (I am)(we are) the Owner(s) of Property located in the unincorporated portion of the County of Los Angeles, State of California, described as

Government Lot 3, of the fractional Northwest Quarter of Section 3, Township 1 South, Range 17 West, San Bernardino Base Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land filed in the District Land Office on August 31, 1896.

The Owner(s) desire(s) to construct
a guest house
located at 4455-008-003.
In consideration of the approval by the Los Angeles County Department of Regional Planning of Site Plan Review Plot Plan RPPT200400398, the Owner(s) agree(s) that the proposed project shall be utilized only for temporary guests of the occupancy of the premises, and shall have no kitchen or kitchen facilities and no plumbing except for the plumbing required for a bathroom, and shall not at any time be rented or converted and utilized as a separate dwelling or commercial use.

The Owner(s) confirm(s) that (he/she)(they) understand(s) that the zoning laws of the County of Los Angeles and Site Plan Review Plot Plan RPPT200400398 permit only
one single-family
residence on the subject property.
The Owner(s) covenant(s) and agree(s) for (him/herself)(themselves), (his/her)(their) heirs, successors and assigns to indemnify, defend, and save harmless the County, its agents, officers, and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage, arising

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT


## County of Los Angeles

## RECEIPT

APN: 4455008003
FILE PERMIT:
PROJECT NO: R2004-00653
PROJECT NAME:
SCOPE: PLOT PLAN REVIEW OTHER
SITE ADDRESS: 0 NO ADDRESS
COMMUNITY: AGOURA
LOCATION:

Fees Calculated 12 Months Back

| Fee Code | Description | Accounh |
| :--- | :--- | :--- |
| RFPPHLILISD | SITEPITAN REVIEW (PP), RES IN HILLSIDES | 8351 |


| Units | $\begin{array}{r} \text { Amt Due } \\ \$ 770.00 \end{array}$ | Ame Paid $\$ 711.00$ | Halance $\$ 59 .(x)$ |
| :---: | :---: | :---: | :---: |
| Totals: | \$770.00 |  | \$59.00 |


| Payment Code CASHIERCK | Description CASHIER Citeck | Charge Account | Reference \# 2018121725 | Cashier <br> Phillip Estes | Date paid 1021/2004 | Amount $\$ 711.00$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | Tendered: | \$711.00 |
|  |  |  |  |  | Change: | \$0.00 |
|  |  |  |  |  | Batance Due: | \$59.00 |

County of Los Angeles

## RECEIPT

## APN: 4455008003

FILE PERMIT:
PROIECT NO: R2004-00653
PROJECT NAME:
SCOPE: PLOT PLAN REVIEW OTHER
SITE ADDRESS: 0 NO ADDRESS
COMMUNITY: AGOURA
LOCATION:

Fees Calculated 12 Months Back

| Fiee Code | Description | Account |
| :--- | :--- | :--- |
| RFPPHILLSD | SITE PILAN REVIEW (PP), RES IN HILLSIDES | $835!$ |


| Payment Code CHECK | Description CHECK | Charge iccount | $\begin{aligned} & \text { Reference \# } \\ & 582 \end{aligned}$ | Cashier Oscar Gomez | Date paid 10/2612004 | $\begin{gathered} \text { Amount } \\ \$ 59.00 \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | Tendered: | \$59.00 |
|  |  |  |  |  | Change: | \$0.00 |
|  |  |  |  |  | Balance Due: | \$0.00 |

COUNTY OF LOS ANGELES-D KIVA INFORMATION SYSTEM PEPORT ${ }^{\text {ghep }} 26$

PERMIT: RPP $\ddagger 200400398$ APN: 1

RUN DATE: 21-OCT-0
RUN TIME:04:38:29
PAGE: 1 OF 1
PROJECT: R2004-00653
ADDRESS: 0 NO ADDRESS

ACTIVITY: RINSISTFIL INSIST FILING RECD
ACTION:
NOTE SEQ 1 STATUS:
NOTE CODE RINSISTFIL INSIST FILING
Failure to provide missing information in a timely manner will delay the review of your application and/or may result in denial of your application and forfeiture of fees.

PLEASE SUBMIT THE FOLLOWING:

1. ADDITIONAL FILING FEES OF $\$ 59.00$

October 21, 2004

## Via Hand Delivery

Richard Claghorn
Department of Regional Planning
County of Los Angeles
320 West Temple Street
Los Angeles, CA 90012

## RE: Plot Plan application for proposed Single-Family Residence (SFR) with Guesthouse and Pool to be located at APN 4455-008-003 (Eigenbrodt)

Dear Mr. Claghorn:
On behalf of the property owner R.A. Eigenbrodt, we submit this Plot Plan application for the above-referenced project. Please find enclosed the following:

- One (1) completed copy of the Request for Plot Plan Review application.
- Four (4) copies of the plot plan, which includes the amount of grading involved, site plan and conceptual. architectural plans of the proposed SFR and guesthouse.
- A filing fee check in the amount of $\$ 711.00$.
- One (1) copy of the photo key.

Should you have any questions about this application or require any additional documents, please do not hesitate to contact us immediately.

Sincerely,
SCHMITZ \& ASSOCIATES, INC.


Donna Then
Project Team Manager/Senior Planner

Provider of Land Use Planning for a Better Community

January 5, 2005

## Via Hand Delivery

Richard Claghorn
Department of Regional Planning
County of Los Angeles
320 West Temple Street
Los Angeles, CA 90012

## RE: Completion of Plot Plan application RPPT200400426 for APN 4455-005-020 (Radzinski)

Dear Mr. Claghorn:
Pursuant to your request and on behalf of the applicant, John Radzinski, for the above mentioned pending plot plan application we submit the following items and response to complete the application.

- Proof of Access documentation insured by First American Title Company
- COC application RCOCT200400246, submitted on November 16, 2004.

Due to the fact that Land Division staff is still reviewing the COC application and because we have addressed/submitted all other requested items, we respectfully request that this application be deemed complete with the condition that a COC be obtained prior to moving forward on the project.

Thank you for your attention to this matter. Please contact me immediately should you require any additional information.

Sincerely,
SCHMITZ \& ASSOCIATES, INC


Mindy Commins
Associate Planner

## County of Los Angeles

## RECEIPT



# First American Title Company 

520 North Central Avenue

Glendale, CA 91203

John Radzinski<br>Digital Map Products<br>575 Anton Boulevard, Suite 750<br>Costa Mesa, CA 92626<br>Phone: (714) 432-7637<br>Fax: (714) 432-2349<br>Customer Reference:<br>Order Number:<br>1564266 (50)<br>Title Officer:<br>Phone:<br>Fax No.:<br>E-Mail:<br>Buyer:<br>Owner:<br>Property:<br>Steven Clark<br>(818) 242-5800<br>(818) 242-8372<br>sclark@firstam.com<br>Radzinski<br>Los Angeles County, CA<br>\section*{PRELIMINARY REPORT}

In response to the above referenced application for a policy of title insurance, thls 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 exduded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Pollicy forms.
The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Pollicy forms should be read. They are available from the office which issued this report.
Piease read the exceptions shown or referred to below and the exceptions and exdusions 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, cierects, and encumbrances affecting tite to the land.

This report (and any supplements or amendments hereto) is issued solety for the purpose of faciltating the lissuance of a polloy of title insurarce and no llabllity 15 assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurarce, a Binder or Commitment should be requested.

Dated as of December 29, 2004 at 7:30 A.M.
The form of Policy of title insurance contemplated by this report is:

ALTA Owner's Policy (10-17-92) with Regional Exceptions (Standard Coverage)
ALTA Loan Policy (10-17-92) with ALTA Endorsement - Form 1 Coverage with Regional Exceptions (Standard Coverage)

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:
John Radzinski aka Jack Rogers, as to Parcel 1;
R. A. Eigenbrodt and Desk Eigenbrodt, Trustees of the R.A. and Doris Eigenbrodt Family Trust dated March 17, 1999 as to Parcel 2;

John Radzinski and Linda Marle Radzinski, husband and wife as joint tenants, as to an undivided $50 \%$ interest and William H. Weidman, a single man, as to an undivided $50 \%$ interest, as tenants in common, all as to Parcel 3

The estate or interest in the land hereinafter described or referred to covered by this Report is:
A fee as to Parcel(s) 1, 2, 3, an easement as to Parcel(s) $1 \mathrm{~A}, 2 \mathrm{~A}, 3 \mathrm{~A}, 3 \mathrm{~B}$.
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 2004-2005.

First Installment:
$\$ 1,770.54$, PAID
Penalty:
\$0.00
Second Installment:
\$1,770.54, DUE
$\$ 187.05$
Penalty:
Tax Rate Area:
01653
A. P. No.:

4455-008-002
(Affects Parcel 1)
2. General and special taxes and assessments for the fiscal year 2004-2005.

| First Installment: | $\$ 470.88$, PAID |
| :--- | :--- |
| Penally: | $\$ 0.00$ |
| Second Installment: | $\$ 470.88$, DUE |
| Penalty: | $\$ 57.09$ |
| Tax Rate Area: | 04988 |
| A. P. No.: | $4455-008-003$ |

## (Affects Parcel 2)

3. General and special taxes and assessments for the fiscal year 2004-2005.

First Installment:
Penalty:
Second Instaliment:
Penalty:
Tax Rate Area:
A. P. No.:
\$1,035.12, PAID
\$0.00
\$1,035.11, DUE
$\$ 0.00$
01653
4455-005-020
(Affects Parcel 3)
4. Supplemental taxes for the year 2003-010 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
First Installment:
Penalty:
Second Installment:
Penalty:
Tax Rate Area:
\$700.31, PAID
$\$ 0.00$
\$700.31, DELINQUENT
\$80.03
01653
A. P. No.:

4455-005-020
5. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
6. Covenants, conditions, restrictions and easements in the document recorded December 21, 1925 as book 4570 page 24 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Section 12955 of the California 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.
(Affects Parcel 2A)
7. Covenants, conditions and restrictions, easements for any purpose including but limited to, ingress, egress, public utillties, slopes pipelines, dralnage, sanitary sewers, provisions and incidental purposes as disclosed by documents of record that affect the ingress and egress easement shown as Parcel 2A referred to in the legal description of said land.
8. No assurance is given as to the exact location of the Ingress and Egress Easement shown as

Parcels 1A \& 2A in the legal description.
9. An easement for purposes herein stated, and rights incidental thereto as provided in a document For: public utilities.
Affects: Parcel 3.
Recorded: March 18, 1979 as Instrument No. 79-279135, Official Records.
10. A deed of trust to secure an original indebtedness of $\$ 285,000.00$ recorded December 4, 1991 as Instrument No. 91-1904531 of Official Records.
Dated: October 18, 1991
Trustor: John Radzinski
Trustee: First American Title Co. LA.
Beneficiary: Robert A. Eigenbrodt \& Assoc. Inc. Def. Ben. Pension Plan
The effect of a deed from John Radzinski to R. A. Eigenbrodt \& Assoc. Inc. Def. Benefit Pension Plan, recorded October 31, 1994 as Instrument No. 94-1969016, Official Records.

Said instrument purports to convey an interest in said land. this instrument appears to be an attempt to do a deed-in-lieu of foreclosure. The deed did not contain the proper language or the affidavit for a deed-in-lieu of foreclosure. Title remains in the prior owner until this document is re-recorded with the proper language and affidavit, or a corrective document is properly setup, executed and recorded.
(Affects Parcel 1)
11. The terms and provisions contained in the document entitled "Agreement Between West Basin Municipal Water District and Robert A. Eigenbrodt for Exemption of 1992-1993 Standby Charges" recorded March 20, 1997 as Instrument No. 97-423867 of Official Records.
(Affects Parcel 1)
12. The terms and provisions contained in the document entitled "Agreement Providing For Deferral of Land Water Standby Charge" recorded September 28, 1995 as Instrument No. 95-1573746 of Official Records.
(Affects Parcel 2)
13. An easement for purposes herein stated, and rights incidental thereto as provided in a document For: road purposes, public utilities, sewers and for slope and drainage purposes. Affects: Parcel 3, as described therein.
Recorded: April 11, 1968 as Instrument No. 367, Official Records.
14. The terms and provisions contained in the document entitled "Agreement Among West Basin Municipal Water District And Mr. Robert W. Taylor and Ms. Grace J. Taylor for 1994/95 Reduction/Exemption Of Water Standby Charges" recorded July 28, 1995 as Instrument No. 951227195 of Official Records.
15. The terms and provisions contained in the document entitled "Agreement Among West Basin Municipal Water District And Robert W. and Grace J. Taylor for Exemption Of 1995/96 Standby Charges Assessor Parcel Number(s) 44555-005-020" recorded August 10, 1995 as Instrument No. 95-1306279 of Official Records.
16. The terms and provisions contained in the document entitled "Agreement Providing For Exemption Of Land From Water Standby Charges" recorded September 21, 1995 as Instrument No. 95-1540956 of Official Records.
17. A judgment in the amount of $\$ 27,980.25$.

Against: Robert A. Eigenbrodt.
In Favor Of: Mountain Park Estates, et al.
Entered: May 4, 1995.
Court: Los Angeles Superior Court, Central District.
Case No.: BC 049815.
An abstract of which judgment was
Recorded: August 12, 1998 as Instrument No. 98-1420084, Official Records.
No examination of said proceedings has been made. Upon completion of our examination we will advise you of our findings.
18. A judgment in the amount of $\$ 2,709.53$.

Against: Robert A. Eigenbrodt.
In Favor Of: Mountain Park Estates, et al.
Entered: May 4, 1995.
Court: Los Angeles Superior Court, Central District.
Case No.: BC 049815.
An abstract of which judgment was
Recorded: August 12, 1998 as Instrument No. 98-1420085, Officlal Records.
19. The effect of a document entitled "Grant of Easements", recorded July 2, 2003 as Instrument No. 03-1902641 of Official Records.
20. The terms and provisions contained in the document entitled "Notice of Consent to Use Land" recorded March 10, 2004 as Instrument No. 04-581345 of Official Records.
21. The terms and provisions contained in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04-3836774 of Official Records.
(Affects Parcel 1)
22. The terms and provisions contalned in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04-3836775 of Official Records.
(Affects Parcel 3)
23. The terms and provisions contained in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04-3836776 of Official Records.

## (Affects Parcel 2)

24. An easement for Ingress and egress, roadway, utility and other and incidental purposes in the document recorded November 29, 2004 as instrument No. 04-3073481 of Official Records.

The location of the easement cannot be determined from record information.
(Affects Parcel 2)
25. Statements of information from all parties to the transaction.
26. 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.

## INFORMATIONAL NOTES

The map attached, If any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liabillty 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.

1. Basic rate applies.
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 July 1, 2003 as Instrument No. 03-1882260 of Official Records.
From: Robert W. Taylor and Janet Taylor, Trustees of the R. W. and G. J.
Taylor Revocable Trust dated April 9, 1990 and Robert W. Taylor, Ancillary Trustee of the R. W. and G. J. Tayfor Charitable Remainder Unitrust dated July 27, 1990
To:
John Radzinski and Linda Marlene Radzinski, husband and wife as joint tenants, as to an undivided $50 \%$ interest and William H. Weidman, a single man, as to an undivided $50 \%$ interest, as tenants in common
3. The property covered by this report is vacant land.

# WIRE INSTRUCTIONS 

 forFirst American Title Company - Los Angeles, Title Department Los Angeles County, California

First American Trust Company
Santa Ana Branch
421 North Main Street
Santa Ana, California 92701
ABA 122241255
Credit to first American Title Company Los Angeles
Account No. 14101
Reference Title Order Number 1564266-50, and Title Officer Steven Clark

Funds for other loans being Insured by First American Title Company must not be combined into one wire - or funds may be returned.

All wires must reference (1) First American Title Company - Los Angeles and (2) our Account Number - or funds may be returned.

## LEGAL DESCRIPTION

Real property in the , County of Los Angeles, State of California, described as follows:
PARCEL 1:

LOT 2 OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP I SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31, 1896.

PARCEL 1A:
AN EASEMENT AND RIGHT OF WAY, 40 FEET IN WIDTH FOR INGRESS AND EGRESS, ROADWAY, UTILTTY AND OTHER INCIDENTAL PURPOSES ACROSS GOVERNMENT LOT 3 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND. SAID EASEMENT IS UNLOCATED.

PARCEL 2:

LOT 3 BEING THE.FRACTIONAL NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31, 1896.

PARCEL 2A:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST HALF OF SECTION 34 AND THE SOUTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND. SAID EASEMENT IS UNLOCATED.

## PARCEL 3:

THE WEST 660.00 FEET MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER, IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 3A:
AN EASEMENT FOR ROAD PURPOSES, PUBLIC UTIUTIES, SEWERS AND FOR SLOPE AND DRAINAGE PURPOSES OVER THAT PORTION OF THE EAST HALF OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, INCLUDED WITHIN A STRIP OF LAND 60.00 FEET WIDE, THE CENTER LNE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF THE 60.00 FEET EASEMENT AS RESERVED IN THE QUTTCLAIM DEED RECORDED OCTOBER 13, 1966 AS INSTRUMENT NO. 38 IN BOOK D3452 PAGE 331, OFFICIAL RECORDS, DISTANT NORTHERLY ALONG THE ARC OF A CURVE, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 37 DEGREES $27^{\prime} 20^{\prime \prime}$ AND AN ARC LENGTH OF 117.67 FEET, AS DESCRIBED IN SAID LAST MENTIONED RESERVATION, AN ARC DISTANCE OF 39.27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 63

DEGREES $35^{\prime} 08^{\prime \prime}$ WEST 134.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 43 DEGREES $37^{\prime} 28^{\prime \prime}$ AN ARC DISTANCE OF 76.14 FEET; THENCE SOUTH 19 DEGREES $57^{\prime} 40^{\prime \prime}$ WEST 142.97 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 38 DEGREES $16^{\prime} 54^{\prime \prime}$ AN ARC DISTANCE OF 66.81 FEET; THENCE SOUTH 58 DEGREES $14^{\prime} 34^{\prime \prime}$ WEST 91.97 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 72 DEGREES $16^{\prime} 54^{\prime \prime}$ AN ARC DISTANCE OF 107.23 FEET; THENCE SOUTH 14 DEGREES 02' $20^{\prime \prime}$ EAST 147.40 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 53 DEGREES $35^{\prime} 09^{\prime \prime}$ AN ARC DISTANCE OF 93.52 FEET; THENCE SOUTH 39 DEGREES 32' $49^{\prime \prime}$ WEST 40.01 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES $15^{\prime} 06^{\prime \prime}$ AN ARC DISTANCE OF 39.99 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 4 DEGREES $27^{\prime} 43^{\prime \prime}$ WEST 224.88 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL. ANGLE OF 15 DEGREES $32^{\prime} 03^{\prime \prime}$ AN ARC DISTANCE OF 40.67 FEET; THENCE SOUTH 19 DEGREES $59^{\prime} 46^{\prime \prime}$ WEST 229.37 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 54 DEGREES $33^{\prime} 13^{\prime \prime}$ AN ARC DISTANCE OF 71.41 FEET; THENCE SOUTH 34 DEGREES $33^{\prime} 27^{\prime \prime}$ EAST 18.69 FEET TANGENT TO SAID LAST MENTIÓNED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES $43^{\prime} 21^{\prime \prime}$ AN ARC DISTANCE OF 38.76 FEET; THENCE SOUTH 66 DEGREES $16^{\prime} 48^{\prime \prime}$ EAST 38.21 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES 08' $09^{\prime \prime}$ AN ARC DISTANCE OF 62.47 FEET; THENCE NORTH 62 DEGREES $35^{\circ} 09^{\prime \prime}$ EAST 0.03 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A
RADIUS OF 60.00 FEET: THENCE NORTHEASTER RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES $15^{\prime} 16^{\prime \prime}$ AN ARC DISTANCE OF 36.92 FEET; THENCE NORTH 27 DEGREES 19' $47^{\prime \prime}$ EAST 78.15 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE END OF SAID LAST MENTIONED CENTER LINE.

PARCEL 3B:
AN EASEMENT FOR ROAD PURPOSES, PUBLIC UTILITIES, SEWERS, AND FOR SLOPE AND DRAINAGE PURPOSES OVER THAT PORTION OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF INCLUDED WITHIN A STRIP OF LAND 60 FEET WIDE, LYING 30 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTIER LINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ELSIE DRIVE, 30 FEET WIDE, AS SAID DRIVE IS SHOWN ON THE MAP OF TRACT 8550, RECORDED IN BOOK 109 PAGES 77 TO 80 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID

COUNTY, WITH THE SOUTHERLY LINE OF SAID TRACT 8550, SAID CENTER LINE HAVING A BEARING OF NORTH 0 DEGREES $06^{\prime} 00^{\prime \prime}$ EAST FOR THE PURPOSES OF THIS DESCRIPTION; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY TANGENT TO SAID CENTER LINE AND HAVING A RADIUS OF 70 FEET, THROUGH A CENIRAL ANGLE OF 53 DEGREES $33^{\prime} 19^{\prime \prime}$, AN ARC DISTANCE OF 65.43 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 53 DEGREES 27' 19" EAST 63.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 235 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 44 DEGREES 08' $14^{\prime \prime}$ AN ARC DISTANCE OF 181.03 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 9 DEGREES $19^{\prime} 05^{\prime \prime}$ EAST 14.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 100 FEET; THENCE SOUTHERLY ALONG SAID LAST MENITONED CURVE THROUGH A CENIRAL ANGLE OF 37 DEGREES $06^{\prime} 52^{\prime \prime}$ AN ARC DISTANCE OF 64.78 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 46 DEGREES $25^{\prime}$ $57^{\prime \prime}$ EAST 453.53 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 60 DEGREES 02' $44^{\prime \prime}$ AN ARC DISTANCE OF 104.80 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 13 DEGREES $36^{\prime} 47^{\prime \prime}$ WEST 79.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 180 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37 DEGREES $27^{\prime} 20^{\prime \prime}$ AN ARC DISTANCE OF 117.67 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 23 DEGREES $50^{\prime} 33^{\prime \prime}$ EAST 61.27 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82 DEGREES $33^{\prime} 59^{\prime \prime}$ AN ARC DISTANCE OF 208.95 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 120 FEET; THENCE SOUTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 94 DEGREES 09' $27^{\prime \prime}$ AN ARC DISTANCE OF 197.20 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 113 DEGREES $39^{\prime} 24^{\prime \prime}$ AN ARC DISTANCE OF 99.18 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 131 FEET; THENCE NORTHEASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES $29^{\prime} 42^{\prime \prime}$ AN ARC DISTANCE OF 58.29 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 245 FEET; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID LAST MENTIONED REVERSE CURVE THROUGH A CENTRAL ANGLE OF 68 DEGREES 51' $30^{\prime \prime}$ AN ARC DISTANCE OF 294.44 FEET; THENCE TANGENT TO SAID LAST MENIIONED CURVE, SOUTH 82 DEGREES $31^{\prime} 56^{\prime \prime}$ EAST 573.95 FEET TO A POINT IN THE CENTER LINE OF OLD TOPANGA CANYON ROAD, 50 FEET WIDE, AS DESCRIBED IN DEED RECORDED OCTOBER 14, 1926 AS INSTRUMENT NO. 1776 IN BOOK 6029 PAGE 393, OFFICIAL RECORDS.

SAID EASEMENT TO TERMINATE NORTHERLY IN SAID SOUTHERLY LINE OF TRACT 8550, AND TO TERMINATE EASTERLY IN THE WESTERLY LINE OF SAID OLD TOPANGA CANYON ROAD.

APN: 4455-008-002 and 4455-008-003 and 4455-005-020

## NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American office for more details.

## EXHIEIT A <br> LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

## 1. California land title association standard coverage policy - 1990 SCHEDULE B

## EXCEPTIONS FROM COVERAGE

This policy toes not insure against loss or damage (and the Cormany will not pay costs, attomeys' 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 notice of such proceedings, whether or not shown by the records of such agency or by the public records.
or which may the asserestr; or claims which are not shown by the public records but which could be ascertalned by an inspection of the land or which may be asserted by persons in possesslon thereof.
3. Easements, liens or enaumbrances, or claims thereof, which are not shown by the public records.

Discrepancles, conflicts in boundary lines, shortage in area, entroachments, or any other facts which a correct survey wouid disdose, and which are not shown by the public records.
(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the lssuance thereof; (c) water rights, clains or ditle to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

## EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or govemmental regulation (induding but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or tocation of any improvement now or hereafter erected on the land; (lii) a separation in ownership or a change fin 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.
defect, lien or encumbance resulting from a volation or alleged viopt to the extent that a notice of the exerdise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date
of Policy.
2. 

from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a por Policy, but nok exduding knowledge.
Defects, liens, encumbrances, adverse daims or other matters:
(b) not know or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insuned clairnant; (b) not known to the Company, not recorded in the putbic records at Date of Polloy, but known to the insured claimant and not discosed in
(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.
failure of any subsequent owner of the indebtedness, to comply with apolity or fallure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in whidh the land ls
situated. situated.
Invalidity or unenforceability of the lien of the insured mortgage, or chalm 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.
Any claim, which arlses out of the bransaction vesting in the insured the estate or interest insured by their polky or the transaction creating
the interest of the insured lender, by reason of the operation of federal bankuptry, state insolvency or stridar creditars' rights laws.

## 2. AMERICAN LAND TITLE ASSOCLATION OWNER'S POLTCY FORM B - 1970 SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or govemmental reglalation (induding but not limited to bullding and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction In the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
Rights of eminent domaln or governmental rights of police power unless notice of the exercise of such rights appears in the public records at
Date of Policy.
Defects, liens, encumbrances, adverse chalms, or other matters (a) created, suffered, assumed or agreed to by the insured clalrant; (b) not known to the Company and not shown by the public records but known to the insured daimant either at Date of Policy or at the date such daimant acquired an estate or interest insured by this poiicy and not diselosed in writing by the insured daimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured ciaimant; (d) attaching or

Geated subsequent to Oate of Policy; or (e) resulting in loss or damage which woukd not have been sustained if the insured ciamant had paid value for the estate or interest insured by this policy.

## 3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Tite Assoiation polky is used as a Standard Coverage Policy and not as an Extended Coverage Pollcy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

## SCHEDULE B

This policy does not insure against loss or darnage by reason of the matters shown in parts one and two following: Part One

1. Taxes or assessments which are not shown as existing liens by the reconds of any taxing authority that levies taxes or assessments on real
property 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 said land or by making inquiry of persons in possesslon thereof.
3. Easements, clairns of easement or encumbrances which are not shown by the public necords.
4. Discrepancies, confilcts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose and 5. Which are not shown by public reconds.
6. water.
6. Any lien, or right to a lien, for senvices, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public
records.

## 4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 <br> WITH A.LT.A. ENDORSEMENT FORM 1 COVERAGE SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or govemmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimenislons or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimenslons or area of the land, or the effect of any volation of any such law ordinance or governmental regulaton.
Rights of eminent domain or govemmental rights of police power unless notice of the exercise of such rights appears in the public recorch at Date of Policy.
Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured clainant, (b) not known to the Company and not shown by the public reconds but known to the insured daimant elther at Date of Policy or at the date such daimant acquired an estate or Interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured daimant to the Company pror to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured chaimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded hereln as to any statutory completed at Date of Policy).
Unenforceability of the llen of the insured mortgage because of fallure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

## 5. AMERICAN LAND TITLE ASSOCIATION LOAK POLICY - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Assoclation Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exctusions set forth in paragraph 4 above are used and the following exceptlons to coverage appear in the policy.

## SCHEDULE B

This policy does not insure against loss or damage by reason of the matbers shown in parts one and two following:
Part One

1. Taxes or assessments whtch are not shown as existing llens try the records of any taxing authority that levies taxes or assessments on real property or by the public records
2. Any facts, rights, interests, or claims which are not shown by the public records but which coukd be ascertained by an inspection of sakd land
or by making inquiry of persons in possescion thereof or by making inquiry of persons in possession thereof.
Easements, clalms of easement ox encumbrances which are not stown by the public records.
which are not shown by public reoords. Which are not shown by publlc reoords.
Unpatented mining daims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, dains or title to
water.
Ary lion
records.

## 6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH A.LT.A. ENDORSEMENT FORM 1 COVERAGE EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (induding but not limited to bulking and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (I) the occupancy, use, or enjoyment of the land; (II) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part, or (iv) environmental protection, or the effect of any volation 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 encumbance resulting from a violation or alleged violation affecting the land has been recorded in the public reconds at Date of Policy;
(b) Any governmental police power nat exduded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alteged volation affecting the land has been recorded in the public records at Date
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 Palicy, but created, suffered, assumed or agreed to by the insured daimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not dsciosed in writing to the Company by the insured claimant prior to the date the insured claimant became an Insured under this policy; (c) resulting in no loss or damage to the insured claimant:
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy Insures the priority of the lien of the insured mortgage over any statutory lien for services, lator or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of pollcy); or
(e) resulting in loss or damage which would not have been sustained If the insured daimant had paid value for the insured morbage. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Pollcy, 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.
4. Invalidity or unenforceability of the lien of the insured morgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or amy consumer credit protection or truth In lending law.
5. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materiats over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part ty proceeds of the indebtedness secured by the insured mortgage which at Date of Policy
the insured has advanced $\alpha$ is obligated to advance.
6. Any daim, which arises out of the transaction creating the interest of the mortgagee insured by thls polity, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transadion creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the appllcation of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer resuits from the fallure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## 7. AMERICAN LAND TITLE ASSOCLATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Assodation policy is used as a Standard Coverage Pollcy and not as an Extended Coverage Policy the exclustons set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

## SCHEDULE B

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

1. Taxes or assessments which are not shown as existing liens by the reconds of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be asoertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, daims of easement or encumbrances which are not stown by the public reconds.
4. Discrepandes, conflits in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not thown by public records.
5. Unpatented mining daims; resarvations or exoeptions in patents or in Acts authorizing the issuance thereof; water rights, chainis or tule to water.
6. Any lien, or right to a lien, for servkes, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

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## EXCLUSIONS FROM COVERAGE

The following matters are expressly exduded from the coverage of thls policy and the Company will not pay loss or darnage, costs, attomeys' fees or expenses which arise by reason of

1. (a) Any law, ordinance or govemmental regulation (includlng but not limited to building and zoning iaws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or focation 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 enfoxcement thereof or a notioe 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 exduded by (a) ahove, except to the extent that a notice of the exercise thereof or a notke 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 recoxded in the public records at Date of Polky, but not exduding from ooverage any taking which has occurred prior to Date of Policy whlch would be binding on the rights of a purchaser for yalue without
knowledge.
3. Defects, liens, encumbranoes, adverse clains, 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 clalmant and not disdosed in
writting to the Company by the insured clalmant prior to the date the Insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(c) resulung 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 sustalned if the insured caimant had paid value for the estate or interest insured
by this policy.
4. Any claim, which arlses out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, stabe Insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the estate or interest insured by this policy, being deemed a fraudulent conveyance or fraudulent transfer; or
(II) the transaction
(II) the transaction creating the estate or interest insured by this poticy being deemed a preferential transfer except where the preferential
transfer results from the failure:
(a) to umely record the instrument of transfer; or
(b) of such recordation to impart notioe to a purchaser for value or a judgrnent or lien creditor.

## 9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992

 WITH REGIONAL EXCEPTIONSWhen the American Land Titie Assodation policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth
in paragraph 8 above are used and the folbwing exceptlons to cover in paragraph 8 above are used and the folbwing exceptlons to coverage appear in the pollcy.

## SCHEDULE B

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levles taxes or assessments on real property or by the public records.
2. Any facts, rights, Interests, or clains which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in prossession thereof. 3r by making inquiry of persons in possession thereof.
3. Easements, daims of easement or encumbrances which are not stown by the public records.
Discrepancies, conflicts in boundary lines, shortage in arean enco
4. Discrepancies, conficts in boundary lines, shortage in area, encroachinents, or any other facts which a correct survey would disclose, and which are not shown by public records.
Unpatented mining daims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, clains or tide to
water.
5. Any lien, or right to a llen, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

## 10. AMERICAM LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1987 EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured agalnst loss, costs, altorneys' fees and expenses resulting from:

1. Govemmental pollce power, and the existence or violation of any law or govemment reguiation. This indudes butlding and zoning ordinances and also laws and regulations concering:

$$
\begin{array}{ll}
\text { * land use } & \text { * land division } \\
\text { * improvements on the land } & \text { * environmental protection }
\end{array}
$$

This exdusion does not apply to violations or the enforcement of these matters which appear in the public records at Polloy Oate. This exdusion does not limit the zoning coverage described in items 12 and 13 of Covered Tithe Risks.
2. The right to take the land by condemning it, unless:

* a natice of exercising the right appears in the public records on the Policy Date
* the taking happened prior to the Policy Date and is binding on you If you bought the land without knowing of the taking.

3. Tite Risks:

* that are created, allowed, or agreed to by you
* that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
* that result in no loss to you
* that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

Failure to pay value for vour tlde.
Lack of a right:

* to any land outside the ares specifically described and referred to in Item 3 of Schedule A, or
* in streets, alleys, or waterways that touch your land

This exdusion does not limit the acoess coverage in Item 5 of Covered Titte Risks.

## 11. EAGLE PROTECTION OWNER'S POLICY

## CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998 <br> ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Rasks 14 (Subdividon Law. Yolation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or Pences) are subject to Deductble Amounts and Maximum Dollar Limits of Liablilty

## EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured agalnst loss, costs, attornevs' fees, and expenses resalting forn:

1. Govemmental police power, and the existence or vlolation of any law or government regulation. This includes ordinances, laws and regulations concerning:

$$
\begin{array}{ll}
\text { a. building } & \text { b. zoning } \\
\text { c. land use } & \text { d. improvements on the land } \\
\text { e. land division } & \text { f. environmental protection }
\end{array}
$$

This exclustion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Pubic Reconds at the Pollcy Date.
This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to wolations of building codes if notice of the violation appears in the Public Records at the Pollcy Date.
The rigit to take the Land by condemning it, unless:
a. a notice of exercising the right appears in the Public Reconds at the Policy Date; or
b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking. 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 Pollicy Date, but not to Us, unless they appear in the Public Reconds at the Pollcy Date;
c. that result in no loss to You; or
d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23,24 or 25.

Failure to pay value for Your Titte.
Lack of a right:
a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule $A$; and
b. in streets, alleys, or waterways that touch the land.

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

## 12. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENIIAL LOAN POLICY (10/13/01) <br> 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 reassen of:

1. (a) Any law, ordinance or governmental regulation (induding but not limited to bullding and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relabing to (i) the ccoupancy, use, or enjoyment of the Land; (ii) the character, dirnersions or location of any improvement now or hereafter erected on the Land; (ili) 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, ordlnances or governmental regulations, exoept to the extent that a notice of the enforcement thereof or a notice of a dafect, lien er encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Reconds at Date of Pollcy. This exclusion
does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a yiolation or alleged violation affecting the land has been reconded in the Public Records at Date Rights of eminent domain unless notice of the erage provided under Covered Risks 12, 13, 14 and 16 of this policy.
Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not exduding Knowledge.
2. Defects, liens, encumbrances, adverse chaims 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
writing to the Company by the Insured Claimant prior to the date the Insu of Policy, but Known to the Insured Claimant and not disdosed in
(c) resulting In no loss or damage to the Insured Clior to the date the Insured Claimant becarne 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 (this paragraph does not llmit the coverage provided under Covered Risks $8,16,18$, 19, 20, 21, 22, 23, 24, 25 and 26); or
(e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage. Unenforceability of the lien of the Insured Mortgage because of the inabillty or failure of the Insured at Date of Policy, or the inability or situated.

Insured Mortgage and is bay
6. Real property taxes or assersments usury, except as prowided in Cowered Risk 27, or any consumer credit protection or truth in lending law. eai property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This
7. Exdusion does not limit the coverage provided under Covered Risks 7, 8 (e) and 26.

Any calm of invalidity, unenforceabifity or lack of priority of the lien of the Insured Mortgage as to advances or modiflcations made after the exclusion does not limit the caverage provided in Covered Risk no tonger the owner of the estate or interest covered by this policy. This exdusion does not limit the caverage provided in Covered Risk 8.
8. Lack of priorlty of the lien of the Insured Mortgage as to each and every advance made after Date of Poliky, and all interest changed thereon, over llens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at:
(a) The time of the advance; or
(a) The time of the advance; or
(b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, If the rate of interest is greater as a result of the modification than it would have been before the modification.
9. This exclusion does not limit the coverage provided in Covered Risk 8.

The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Polky in accordance with applicable building codes. This excluslon does not apply to wholations of building codes if notice of the violation appears in the Public Records
at Date of Policy.

## SCHEDULE B

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

1. The following existing statutes, reference to which are made part of the ALTA 8.1 Emvironmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: NONE.

## 13. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TTILE ASSOCIATIOM EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) WITH REGIONAL EXCEPTIONS

When the American Land Titte Association loan policy with EAGLE Protection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exdusions set forth in paragraph 12 above are used and the following exceptions to coverage appear in the policy.

## SCHEDULE B

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

1. Taxes or assessments which are not shown as exksting liens by the records of any taxing authority that levies toxes or assessments on real
property or by the public reconds.
2. Any facts, rights, interests, or daims which are not shown by the public records but which could be ascertained by an inspection of said land
or by making inquiry of persons in possesslon thereof.

Easements, dalms of easement or encumbrances which are not shown by the public records.
Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and
which are not shown by public reconds.
Unpatented mining clalms; reservations or exceptions in patents or in acts authorizing the lsscuance thereof; water rights, daims or title to water.
6. Any lien, or right to a lien, for servicas, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public.
records.

Part Two:

1. The following exlsting stalutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following Item 28 of Covered Risks: None.

## 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 - particularty 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 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 quidelines 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 indude:

- 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; 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 nonaffillated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service vou have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, induding the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quallty control efforts or customer analysls. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companles 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.


To: Nooshin Paidar (Room 1360)
CC: Helen Parker, Esq., County Counsel (via fax)
CC: Richard Claghorn CC: Fred Gaines, Esq. (via e-mail)
From: Donna Shen
Date: February 4, 2008
Re: Requests for Extensions (2 $2^{\text {nd }}$ Request): RPPT200400400, RPPT 200400398, RPPT
200400426)

| Urgent: | For Review: | Please Comment: <br> $X$ | Please Retum: |
| :---: | :---: | :---: | :---: |$\quad$ Required Action:

Ms. Paidar: I was referred to you by a colleague who advised that you were the appropriate person to make our second request. On December 11, 2007, we submitted Requests for Extensions for the above-referenced three Plot Plan Approvals. The request was addressed and submitted to Director McClendon's office, and copies also provided to Richard Claghom and County Counsel Helen Parker. To this date, we have not received a response. Please review the attached request and contact me at your earliest convenience. Please be advised that due to DRP's lack of response to this time sensitive matter, our clients have retained legal counsel and said counsel may be contacting DRP and County Counsel concurrently.
I look forward to receiving a response from the County soon. Please feel free to contact me should you have any questions at (818)338-3636 or dshen@schmitzandassociates.net. Thank you in advance for your assistance with this matter.

[^11]December 11, 2007

## Vla Hand Delivery and Facsimile

Bruce McClendon, Director
Department of Regional Planning
County of Los Angolos
320 West Temple Street
Los Angeles, CA 90012

## RE: Extension Requests for:

- RPPT200400400 (APN 4455-008-002) - Capltal State, LLCC
- RPPT200400398 (APN 4455-008-003) - Brown Derby, LLC
- RPPT200400426 (APN 4455-008-020) - Sound Garden, LLC


## Dear Mir. MicClendon:

On behalf of Capital State, LLC, Brown Derby, LLC, and Sound Garden, LLC, we are requesting that the Los Angeles County Depariment of Regional Planning (DRP) grant an extension for the above-referenced three Plot Plan approvals. Our clients acquired the subject propertles in mid2007 and immedlately resumed the hard work of their predecessors to effectuate the permits in a timely manner. Our cllents' predecessors in interest sought and DRP granited one year extensions from their respectlve 2007 explration dates. (All thiree Plot Plan approvals are set to expire in early 2008.) Over the past year and a half, our clents and their predecessors have worked diligently since acquiring the properly and expended signlficant resources to conduct the requiste geo-solis, percolation and polable water source.testing, and preparation of more sensitlve project plans to commence plan check. Furthermore, our clients sought to slightly redesign the projects such that they further ninimized resource impacts. For example, for parcel APN 4455-008-003, our client Brown Derby, LLC, reduced the proposed residence from the prevlously approved size of 11,000 sq. ft. down to $6,168 \mathrm{sq}$. fl. and eliminiated nearly all retaining walls. Also, for parcel APN 4455-008-020, our ollent Sound Garderi LLC, ellminated the previlously approved guesihouse and reduced the proposed residence from the previously approved slze of $7,000 \mathrm{sq}$. ft . down $105,650 \mathrm{sq}$. ft : Grading in both of these projects was also reduced. Grading permits and geo-soils revlew have been pending with the County Department of Public Works for several months.

Rather than welcoming these modifications which would result in less resource impacts, DRP recently responded to our cilients' amendment requests by advising us that "the plot plan amendment(s) cannot be approved as submitted" because "the changes proposed do not fit under this department's Significant Ridgeline Ordinance Implementation Guldelines:* The Guldelines to which this. DRP letter:refers was an internal memo (l.e. not circulated to the public for comments or review) dated September 12, 2007. The North Area Grading \& Ridgeline Ordinance went into effect in January of 2005. Thus, this interpretation/Implementation guldeline memo was issued nearly three vears after the effectlve date of the Ordinanoe for which it seaks to provide guidelines! It is hardly an overstatement to say thal this interpretation memo is very belated.

Prlor to this interpretation memo's issuance, DRP: staff worked with applicante seekIng amendments on a case by case basls. We know that the County has approved amendments for other ridgeline projects which:actually have oxpanded fcotprints from that prevlously approved.

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| :---: | :---: |
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| $\because \times \because$ |  |
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There is nothing in the Planning and Zoning Code or in the Grading \& Rldgeline Ordinance which specifies that amendment projects must be exactly the same size, helght, footprint, etc. of the original approved project. Thus, in designing revised but more sensilive projects on the subject properlles, our clients relled on the fact that URP historically has considered amendment profects on the basls of whether or not the proposed amendment triggers new Impacts such that a total now review of the project is required.

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*The conditlon of approval regarding the height is typ/cally rounded up to the nearest foot when we do the approval, although sometimes we put 35 feet, which is the maximum allowed. Normally, if one is doing an amendment, the height can be increased as long as it does not exceed the:limit. However, there are specific Implementation Guidelines for the Grading and Significant Ridgellne Ordinance that slate that the height of structures may not exceed. that which was previously approved, so we can't approve any increase at ail [emphasis added]. The helght that was approved is considered the actual helght of the structure sinown on the plans, not necessarily what It says in the . conditions."

- October 29, 2007. E-mail from Richard Claghorn

This e-mall response from DRP staff clearly notes that in normal amendment situations, revised heights are allowed up to the specified maximum in the approval conditions. Again, DRP staff cites the September 12, 2007 interpretation/gufdelines memo as justifleetton for changing the rules for ridgeline projacts:

It is abundantly clear that the County is choosing to not prooess all amendment applloations in an equitable fashion. Rather, applicants with projocis in certain locations are being subject to more stringent requlrements. Had these stringent requirements lald out in the September 12, 2007 memo been made avallable to the public elther before or just after the effectlve date of the Grading \& Ridgelline Ordinance almost three years ago, then applicants would have known how requests for amendments would be treated and could have proceeded with their projects accordingly. However, to "surprise" applicants with these changed ruies so late in the game raises significant concerns of unfalmess and Inequitable treatment.

In light of these facts, we respecifully request the Director of the County Department of Regional Planning grant an additional extenslon to each of the three subject Plot Plan approvals such that they may have adequate time to modify thelr project plans to conform with the recent interpretation/guidelines memo and have adequate time to use these permite prior to their explration.


## Helen Parker

XC: Larry Hafoiz, Esq., LA County Counsel (via hand dellvery and facsimile)
Richard Claghorn, LA County Department of Reglonal Planning (via facsimile)
Hooman Dayanl, Esq.
Brown Derby, LLC
Capital Stale, LLC
Sound Garden, LLC

| To: | Nooshin Paidar (Room 1360) | CC: Helen Parker, Esq., County Counsel (via fax) |
| :--- | :--- | :--- |
| CC: | Richard Claghorn | CC: Fred Gaines, Esq. (via e-mail) |

From: Donna Shen
Date: February 4, 2008
Re: Requests for Extensions (2 ${ }^{\text {nd }}$ Request): RPPT200400400, RPPT 200400398, RPPT
200400426)

| Urgent: | For Review: | Please Comment: |
| :---: | :---: | :---: |
| $X$ | $X$ | Please Retum: |
|  | Required Action: |  |

Ms. Paidar: I was referred to you by a colleague who advised that you were the appropriate person to make our second request. On December 11, 2007, we submitted Requests for Extensions for the above-referenced three Plot Plan Approvals. The request was addressed and submitted to Director McClendon's office, and copies also provided to Richard Claghorn and County Counsel Helen Parker. To this date, we have not received a response. Please review the attached request and contact me at your earliest convenience. Please be advised that due to DRP's lack of response to this time sensitive matter, our clients have retained legal counsel and said counsel may be contacting DRP and County Counsel concurrently.

I look forward to receiving a response from the County soon. Please feel free to contact me should you have any questions at (818)338-3636 or dshen@schmitzandassociates.net. Thank you in advance for your assistance with this matter.

[^12]Decomber 11, 2007

## Vla Hand Delivery and Facsimile

Bruce McClendon, Director
Department of Regional Planning
County of Los Angeles
320 West Temple Street
Los Angeles, CA 90012

## RE: Extenslon Requests for:

- RPPT200400400 (APN 4455-008-002) - Capital State, LL: C
- RPPT200400398 (APN 4455-008-003) - Brown Derby, LLC.
- RPPT200400426 (APN 4455-008-020) - Sound Garden, LLC


## Dear Mr. McClendon:

On behalf of Capital State, LLC, Brown Derby, LLC, and Sound Gerden, LLC, we are requesting that the Los Angelos County Department of Reglonal Planning (DRP) grant an extension for the above-referenced itree Plot Plan approvals. Our cllents acquired the subject propertles in mid2007 and Immedlately resumed the hard work of their. predecessors to effectuate the permils in a timely manner. Our clients' predecessors in interest sought and DRP granted one year extensions from their respective 2007 explration dates. (All thiree Plot Plan approvals are set to expire in early 2008.) Over the past year and a half, our clients and thelr predecessors have worked diligently since acquiring the property and expended significant resources to conduct the requisite geo-solls, percolation and potable water source lesting, and proparation of more sensitive project plans to commence plan check. Furthermore, our clients sought to slightly redesign the projects such that they further minimized resource impacts. For example, for parcel APN 4455-008-003. our elient Brown Derby, LLC, reduced the proposed residence from the proviously approved slze of $11,000 \mathrm{sq}$. ft. down to 0,168 sq. ff: and eliminated nearly all retaining walls. Also, for parcel APN 4455-008-020, our client. Sound Garden LLC, ellminated the provlously approved guesthouse and reduced the proposed residence from the previously approved size of $7 ; 000 \mathrm{sq}$. ff. down 105,650 sq. fif: Grading in both of these projects was also reduced. Grading permits and geo-solls revlew have been pending with the County Department of Public Works for several months.

Rather than welcoming these modfications which would resutt in less resource impacts, DRP recently responded to our clients' amendment requests by advising us that "the plot plan amendment(s) cannot be approved as submitted" because "the changes proposed do not fit under this departmeni's Signiffcant Ridgellne Ordinance Implementation Guldelines:" The Guidelines to which this. DRP letter:refers was an Internal memo (1.e. not cliculated to the public for cominents or review) dated September 12, 2007. The North Area Grading \& Ridgellne Ordinance went into effect in January of 2005. Thus, this interpretation/Implementation guldeline momo was issued nearly three vears after the effective date of the Ordlinance for which it seeks to provide guidelines! !!is hardly an overstatement to say that this interpretation memo is very belated.

Pylor to thls interpretation memo's lssuance, DRP: staff worked with applicants soeking amendments on a case by case basis. We know that the County has approved amendments for other ridgelline prolects which actually have expanded footprints from that prevlously' approved.


| 4, \% | SCHMITZ. ${ }^{\text {a }}$ ASSOCIATES. INC |
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There is nothing in the Planning and Zoning Code or in the Grading \& Ridgeline Ordinance which specifies that amendment projects must be exactly the same size, height, footprint, etc. of the original approved project. Thus, In designing revised but more sensitive projects on the subject propertles, our clients relled on the fact that DRP historically has considered amendment projacts on the basls of whether or not the proposed amendment triggers new Impacts such that a total new revlew of the project is required.

The subject original Plot Plan approvals even had standard DRP staff conditions on such llems as maximum helght adjustments allowed. For example, for parcels APN 4455-008-003 and -020, a specific conditlon of the approval was that height was not to exceed $30^{\prime}$ and $35^{\prime}$ respectlvely. In revising the plans, the project architects relled on these specifled conditlons issued by the DRP with the orlginal Plot Plan approvals. When these two amenilment appilications received response letters from DRP staff advising that the heights were in excess of that provlously approved, we polnted out the approval.condltions which set a maximum height allowance. DRP staff responded as follows:
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\text { - October 29, } 2007 \text { e-mall from Richard Clag̣horn }
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It. Is abundantly clear that the Counly is choosing to not process all amendment applications in an equilable fashion. Rather, applicants with projects in certain locations are belng subject to more stringent requirements. Had these stringent requirements laid out in the September 12, 2007 memo been made available to the public elther before or just after the effective date of the Grading \& Ridgelline Ordinance almost three years ago, then appllcants would have known how requests for amendments would be treated and couild have proceeded with thelr projects accordingly. However, to "surprlse" applicants with these changed rules so late in the game ralses significant concerns of unfalmess and inequitable froatment.

In light of these facts, we respecffully request the Director of the County Department of Reglonal Planning grant an additlonal extension to each of the three subject Plot Plan approvals such that they may have adequate time to modify thelr project plans to conform with the recent interpretationiguidelines memo and have adequate time to use these permite prior to their explration.


## Via Hand Delivery

Richard Claghom
Los Angeles County Department of Regional Planning
320 West Temple Street
Los Angeles，CA 90012

## RE：Plot Plan 200400426 Amendment（ 2681 Old Topanga Canyon Road）

Dear Richard：
On behalf of Capital State，LLC，owner of the above propery，and in response to your letter dated November 28， 2007 our office submits three sets of plans（one set with a mylar overlay demonstrating where the previously approved house and retaining walls were located）revised to be in conformance with the Significant Ridgeline Ordinance Implementation Guidelines memo dated September 12， 2007.

Our client has made every effort possible to ensure the project complies with the revised interpretation policies for amendment projects in the North Area．The footprint of the proposed structure now fits within the previously approved footprint．The previous house design is now proposed again．The revised grading is 3,728 cubic yards which is significantly less than the previously approved amount 6,111 cubic yards． The proposed retaining walls are in approximately the same locations as the previously approved plot plan with the maximum heights reduced from thirty feel in height to a maximum of twelve feet．The pad has been stepped only once as opposed to the previous design that incorporated multiple steps．

The driveway has been shifed to the East to bring it almost $100 \%$ within the boundary of the previously proposed retaining walls．A very small portion of the driveway grading is outside of the previous driveway retaining walls．However，retaining walls up to ten feet high that were present along the previous driveway have been eliminated as a result of the redesign．We believe that the modified driveway configuration fits under the category of＇minor architectural changes＇as outlined in the section of the policy memo enclosed with your communication of November．28，2007．The redesigned driveway and lower retaining walls reduces the bulk and visibility of the project structures and as such should be exempt under the Implementation Guidelines．

DEC 192007 ．


SCHMITZ \＆ASSOCIATES，INC．


Due to the approaching expiration of the Plot Plan approval and the extension request for the Plot Plan approval we have in process with DRP we respectfully request an expedited review and response to our submittal. Thank you for your time and attention to this matter. Should you have.any questions or require any additional information, please do not hesitate to contact me at ngunasekera@schmizandassociates.net or at (318) 338-3636. Thank you.

Sincerely,
SCHMITZ \& ASSOCIATES.
fiverdere
Naren Gunasekera
Associate Planner I

CC: Bill Cohen
File

December 11, 2007

## Via Hand Delivery and Facsimile

Bruce McClendon, Director
Department of Regional Planning
County of Los Angeles
320 West Temple Street
Los Angeles, CA 90012

## RE: Extension Requests for:

- RPPT200400400 (APN 4455-008-002) - Capital State, LLC
- RPPT200400398 (APN 4455-008-003) - Brown Derby, LLC
- RPPT200400426 (APN 4455-008-020) - Sound Garden, LLC

Dear Mr. McClendon:

Ori behalf of Capital State, LLC, Brown Derby, LLC, and Sound Garden, LLC, we are requesting that the Los Angeles County Department of Regional Planning \{DRP) grant an extension for the above-referenced three Plot Plan approvals. Our clients acquired the subject properties in mid2007 and immediately resumed the hard work of their predecessors to effectuate the permits in a timely manner. Our clients' predecessors in interest sought and DRP granted one year exiensions from their respective 2007 expiration dates. (All three Plot Plan approvals are set to expire in early 2008.) Over the past year and a half, our clients and their predecessors have worked diligently since acquiring the property and expended significant resources to conduct the requisite geo-soils, percolation and potable water source testing, and preparation of more sensitive project plans to commence plan check. Furthermore, our clients sought to slightly redesign the projects such that they further minimized resource impacts. For example, for parcel APN 4455-008-003, our client Brown Derby, LLC, reduced the proposed residence from the previously approved size of 11,000 sq. ft. down to 6,168 sq. ft. and eliminated nearly all retaining walls. Also, for parcel APN 4455-008-020, our client Sound Garden LLC, eliminated the previously approved guesthouse and reduced the proposed residence from the previously approved size of $7,000 \mathrm{sq}$. ft. down to $5,650 \mathrm{sq}$. ft. Grading in both of these projects was also reduced. Grading permits and geo-soils review have been pending with the County Department of Public Works for several months.

Rather than welcoming these modifications which would result in less resource impacts, DRP recently responded to our clients' amendment requests by advising us that "the plot plan amendment(s) cannot be approved as submitted" because "the changes proposed do not fit under this department's Significant Ridgeline Ordinance Implementation Guidelines." The Guidelines to which this DRP letter refers was an internal memo (i.e. not circulated to the public for comments or review) dated September 12, 2007. The North Area Grading \& Ridgeline Ordinance went into effect in January of 2005. Thus, this interpretation/implementation guideline memo was issued nearly three years after the effective date of the Ordinance for which it seeks to provide guidelines! It is hardly an overstatement to say that this interpretation memo is very belated.

Prior to this interpretation memo's issuance, DRP staff worked with applicants seeking amendments on a case by case basis. We know that the County has approved amendments for other ridgeline projects which actually have expanded footprints from that previously approved.


There is nothing in the Planning and Zoning Code or in the Grading \& Ridgeline Ordinance which specifies that amendment projects must be exactly the same size, height, footprint, etc. of the original approved project. Thus, in designing revised but more sensitive projects on the subject properties, our clients relied on the fact that DRP historically has considered amendment projects on the basis of whether or not the proposed amendment triggers new impacts such that a total new review of the project is required.

The subject original Plot Plan approvals even had standard DRP staff conditions on such items as maximum height adjustments allowed. For example, for parcels APN 4455-008-003 and -020, a specific condition of the approval was that height was not to exceed $30^{\prime}$ and 35 ' respectively. In revising the plans, the project architects relied on these specified conditions issued by the DRP with the original Plot Plan approvals. When these two amendment applications received response letters from DRP staff advising that the heights were in excess of that previously approved, we pointed out the approval conditions which set a maximum height allowance. DRP staff responded as follows:
"The condition of approval regarding the height is typically rounded up to the nearest foot when we do the approval, although sometimes we put 35 feet, which is the maximum allowed. Normally, if one is doing an amendment, the height can be increased as long as it does not exceed the limit. However, there are specific Implementation Guidelines for the Grading and Significant Ridgeline Ordinance that state that the height of structures may not exceed that which was previously approved, so we can't approve any increase at all [emphasis added]. The height that was approved is considered the actual height of the structure shown on the plans, not necessarily what it says in the conditions."

- October 29, 2007 e-mail from Richard Claghorn

This e-mail response from DRP staff clearly notes that in normal amendment situations, revised heights are allowed up to the specified maximum in the approval conditions. Again, DRP staff cites the September 12, 2007 interpretation/guidelines memo as justification for changing the rules for ridgeline projects.

It is abundantly clear that the County is choosing to not process all amendment applications in an equitable fashion. Rather, applicants with projects in certain locations are being subject to more stringent requirements. Had these stringent requirements laid out in the September 12, 2007 memo been made available to the public either before or just after the effective date of the Grading \& Ridgeline Ordinance almost three years ago, then applicants would have known how requests for amendments would be treated and could have proceeded with their projects accordingly. However, to "surprise" applicants with these changed rules so late in the game raises significant concerns of unfairness and inequitable treatment.

In light of these facts, we respectfully request the Director of the County Department of Regional Planning grant an additional extension to each of the three subject Plot Plan approvals such that they may have adequate time to modify their project plans to conform with the recent interpretation/guidelines memo and have adequate time to use these permits prior to their expiration.


XC: Larry Hafetz, Esq., LA County Counsel (via hand delivery and facsimile)
Richard Claghorn, LA County Department of Regional Planning (via facsimile)
Hooman Dayani, Esq.
Brown Derby, LLC
Capital State, LLC
Sound Garden, LLC





December 11, 2007

## Via Hand Delivery and Facsimile

Bruce McClendon, Director
Department of Regional Planning
County of Los Angeles
320 West Temple Street
Los Angeles, CA 90012

## RE: Extension Requests for:

- RPPT200400400 (APN 4455-008-002) - Capital State, LLC
- RPPT200400398 (APN 4455-008-003) - Brown Derby, LLC
- RPPT200400426 (APN 4455-008-020) - Sound Garden, LLC

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Prior to this interpretation memo's issuance, DRP staff worked with applicants seeking amendments on a case by case basis. We know that the County has approved amendments for other ridgeline projects which actually have expanded footprints from that previously approved.

SCHMITZ \& ASSOCIATES, INC.




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- October 29. 2007 e-mail from Richard Claghorn

This e-mail response from DRP staff clearly notes that in normal amendment situations, revised heights are allowed up to the specified maximum in the approval conditions. Again, DRP staff cites the September 12, 2007 interpretation/guidelines memo as justification for changing the rules for ridgeline projects.

It is abundantly clear that the County is choosing to not process all amendment applications in an equitable fashion. Rather, applicants with projects in certain locations are being subject to more stringent requirements. Had these stringent requirements laid out in the September 12, 2007 memo been made available to the public either before or just after the effective date of the Grading \& Ridgeline. Ordinance almost three years ago, then applicants would have known how requests for amendments would be treated and could have proceeded with their projects accordingly. However, to "surprise" applicants with these changed rules so late in the game


In light of these facts, we respectfully request the Director of the County. Department of Regional Planning grant an additional extension to each of the three subject Plot Plan approvals such that they may have adequate time to modify their project plans to conform with the recent interpretation/guidelines memo and have adequate time to use these permits prior to their expiration.


Regional Manager

Los Angeles County Department of Regional Planning

Planning for the Challenges Ahead

November 28, 2007

Bruce W. McClendon FAICP Director of Planning

Sichmitz \& Associates (Naren Gunasekera)
5234 Chesebro Rd., Suite 200
Agoura Hills, CA 91301
Subject: Plot Plan 200400426 (Amendment)

## Location: 2681 Old Topanga Canyon Rd., Calabasas

Dear Mr. Gunasekera,
The plot plan amendment can not be approved as submitted. The changes proposed do not fit under this department's Significant Ridgeline Ordinance Implementation Guidelines.

The footprint of the structure does not exactly fit into the approved building footprint. Although it is in roughly the same location and the overall square footage is less and the guest house has been eiiminated, parts of the structure extend beyond the previously approved building footprint. In order to qualify for an amendment approval for a ridgeline case, the building footprint must be entirely within the approved building footprint. The height has been lowered from the previous amendmemt submittal but the building footprint and floor plan appear to be the same.

Although we could allow these revisions as an amendment under other circumstances, the changes do not fall within the guidelines established for cases such as this one involving amendments to nonconforming residences on ridgelines that were filed before the grading and ridgeline ordinance was adopted in January, 2005. The ordinance requires that the project be developed in accordance with the plans that were submitted before the ordinance took effect and were approved previously. (otherwise a
variance is required). Some interpretive guidelines elaber variance is required). Some interpretive guidelines elaborating on what this entails were later created to provide clear guidelines on how to deal with changes to previously approved cases on ridgelines. These plans are not in accordance with several of the items on the list, including the change in the building footprint and the relocation of retaining walls. See the attached section of the policy memo referenced above.

Please provide 3 sets of revised plans that meet the guidelines or file a variance.
Please provide the requested information by December 28, 2007 or your case may be denied. If you have any questions you can call me at 213-974-6278 or send e-mail to rclaghorn@planning.lacounty.gov.


Principal Regional Planning Assistant
Los Angeles County Department of Regional Planning


Los Angeles County Department of Regional Planning

Planning for the Challenges Ahead

October 29, 2007

Bruce W. MeClendon FAICP Director of Planning
A.goura Hills, CA 91301

Subject: Plot Plan 200400426 (Amendment)
Location: 2681 Old Topanga Canyon Rd., Calabasas
Dear Mr. Gunasekera,
The plot plan amendment can not be approved as submitted. The changes proposed do not fit under this department's Significant Ridgeline Ordinance Implementation Guidelines.

First, the height of the structure is increasing from $25^{\prime} 4^{\prime \prime}$ to $32^{\prime}$. We do not allow any increase in height for amendments in Significant Ridgeline areas. The height will need to be reduced to more than $25^{\prime} 4^{\prime \prime}$ before it can be approved.

Second, the footprint of the structure does not exactly fit into the approved building footprint. Although it is in roughly the same location and the overall square footage is less and the guest house has been eliminated, part of the structure extends beyond the previously approved building footprint. In order to qualify for an amendment approval for a ridgeline case, the building footprint must be ertirely within the approved building footprint.

Third, the location of the proposed retaining walls is considerably different from the previous approval. Our implementation guidelines require that retaining walls be in the same location as previously approved in order to be exempt.

Fourth, the extent of the grading can not extend beyond the previously approved grading pad. Your leiter states that the same amount of grading is being proposed as was previously approved, although no grading plan was provided to verify this. However, it appears that the graded area may extend into some areas that had not been proposed for grading before since the retaining wall appears to extend futher east from the house than before. You need to be able to show that the proposed graded area is completely within the previously approved graded pad. You also need to tell us the exact grading amount (cut and fill) so that we can verify that the grading will be the same or less.

Please provide 3 sets of revised plans.
Please provide the requested information by December 27, 2007 or your case may be denied. If you have any questions you can call me at 213-974-6278 or send e-mail to rclaghorn@planning.lacounty.gov.


Richard Claghom
Principal Regional Planning Assistant
Los Angeles County Department of Regional Planning

County of Los Angele

## PAYMENT RECEIPT

| PERMIT: RPP 2001400426 | Rage 1 of 1 |
| :--- | :--- |
|  | RECEIPT NUMBER: |

APN: 4455005020
PROJECT NO: R21)04-00678
ROJECT NAME:
SCOPE: PLOT PLAN REVIEW OTHER
SITE ADDRESS: 0 NO ADDRESS
COMMUNITY: TOPANGA
LOCATION:

APPLICANT: JOHN RADZINSKI

ADDRESS: 221 6TH STREET
CTTY/STATE/ZIP: SEALBEACH, CA 90746
PAYER: FARSH PROPERTIES, LLC
ADDRESS: 6505 GAYHART STREET
CITY/STATE/ZIP: COMMERCE, CA 90040
PHONE: 3105890773

| Fee Code | Desieription | Account | Units | Amt Due | Amt Paid | Balance Due |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| iFZCR | ZONDG CONFORMANCE REVIEW | 8351 |  | \$171.00 | \$171.00 | \$0.00 |
|  |  |  | als: | \$941.00 |  | \$0.00 |


| 'ayment Code | Description | Charge Account | Reference \# | Cashier | Date paid | Amount |
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| :HECK | CHECK |  | 2140 | Michacl Tripp | 10222/2007 | S171.00 |
|  |  |  |  |  | Tendered: | S171.00 |
|  |  |  |  |  | Change: | \$0.00 |
|  |  |  |  |  | lance Due: | \$0.00 |

ayment Comments

ZRECEIPT
ust Modified: 01/03/2007

## Via Hand Delivery

## Michael Tripp

LA County Dcpartment of Rcyional Planning
$2660(1$ Agoura Road Suite 110
Calabasas, CA 91302

## RR: 2681 Old Topanga Canyon Road (APN: 4455-005-(120)

Dear Michael:
On behalf of Sound Garden LLC, owner of the above property, our office submits the enclosed materials for an amendment for the approved plot plan number RPPT200400426 for which we are currently processing a grading permit through Building and Safety:

- Completed Zoning Conformance Review application.
- Three (3) copies of the site plan including elevations and floor plans.
- Site Plotos.
- Zoning Conformance Review Fee of $\$ 171.00$

The proposed structure is 5,650 square feet versus the previously approved 7,000 square feet. The structure height does not exceed 35 feet above grade. The project proposes the same amount of grading as was previously approved.

Thank you for your time and attention to this matter. Should you have any questions or require any additional information, please do not hesitate to contact me at ngunasekera@schmiz\&associates.com or at (818) 338-3636. Thank you.

Sincercly,
SCHMITZ\&ASSOCIATES.
Nrunade

Naren Gunasekera
Associate Planmer I

CC: Bill Cohen
File

Revised Pbt:
Proleet: $\qquad$ Caba ${ }^{\circ}$

RPPT200400426
REQUEST FOR ZONING CONFORMANCE REVIEW
Los Angeles County-Depariment of Reglonal Planning 1320.W. Temple Stret, Los Angeleb, CA 90012: Telophone: (2.13) 974-6411 Fax: (213) 217-6108

## INETRUCTIONS .

Appiticant miormation shuil inciuto
informaton about the pergon or comany Information about the person or company. rocolving the entilement,

If the properiy owner is a dilferent entliy than the applicant then thls sacton of the applicallon elioutd be completed.

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All applioallons: musi Include the Assesso 10 digll parcol number of tha suibjoct lot.
Appllcallene ahat linctuda an acourate desonption of the acope of the proposed project.

The applicritton ehould contaln the zone clealgnation fo: the aubloid parcol.

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 sto plan reviow lis nepesiary intead of a zoching Conformence Revisw and any modtonal ioes.must be pald upon requersi ho processing to contlines),

## APPLICANT INFORMATION

Name: Schmitz \& Associates (Naren Gunasekera)



PROPERTY OWNER (If differonil from Appetcicant)
Name: Sound Garden LLC c/o Schmitz \& Associates, Address: 5234, Chesebro Road, Ste-200, Agoura Hills, CA 91301 Telephưnध: (818) 3383636

PROJEGT DATA
Projoct Address: 2681, Old Topanga Canyon Road, Calabasas


## APPLICANT'S STATEMENT'.

I hereby cerlify under penalty of perfury that the information provided: hereln le correot to the best of my kriowedge and that the property owner Is. aware of and agreed to the submittal of this applloation and contents thereof.
*Appilcan!is slgnature; fryyik: : $\quad$ Date: $10 / 22 / 07$


Comments: $\qquad$



$-\quad \therefore \quad \vdots$


SPACE ABOVE THIS LINE FOR RECORDER'S USE $\qquad$

TITLE(S)

Cortiflcate of Compliance

RCOC 200400246


[^13]
# CERTIFICATE OF COMPLIANCE CONTINUATION 

## CERTIFICATE OF COMPLIANCE NO.:

$\qquad$

APN: 4455-(105-020

## NOTES:

THIS CERTIFICATE DOES NOT CONSTITUTE A BUILONNG PERMIT
Prior to buthorization to bulld on this property, the applicant will be required to conform to the County Building regulations. Such regtulations Include, but are nol lintited to; programs for appropriate sanitary sewage disposal, water supply for domestic use and fire suppresstion.

GEOLOGIC, solls and/or Deainage Conditions may exist on the subject property, which could limit developmant or necossittate that remedial meassures be taken in order to ohtain a Bullding Permit.

DETERMINATION OF COMPLIANCE

NOTE:
This deternination DOES NOT GUARANTEE that the subjoct property meats current design and Improvement slandards for subdivided parcels. Prospective purchasers should check site conditions and appilcable develapment codes to determine whether the property is suliabie for thatr Intended usa.

## CERTIFICATE OF COMPLIANCE

Purauant to the provisions of the Subdivisions Misp Act (Sec, bei410 et. Seg., Government Code, State of California) and the County Subdivislon Ordtrance (THie 21 of the Los Angales County Code). I hereby certify that I have reviewed the above-described divisjon of real property and have found it to be in conformance with all requirements of the Subdivision Map Act and of the Counly Subdivision Ordinance.

DEPARTMENT OF REGKONAL PLANNING
County of Los Angules
James E. Hartl. AlCP
Drector of Ptanaing

## DEPARTMENT OF REGIONAL PLANNING'



Titte Administrator, Cutrent Plannhar Dlvision


## Los Angeles County Department of Regional Planning 320 West Temple Street Los Angeles, CA 90012

SUBIECT: PLOT PLAN NO.: $\qquad$ 200400426

Your request for Plot Plan review CANNOT BE PROCESSED until additional information is provided. Please submit the material checked below by $2-3-05$. If the requested information is not received by this date, your case will be DENIED.

1. Zoning Application Form is incomplete or deficient. Owner's consent to file or proof of transfer of ownership is necessary.
2. Inadequate evidence of Notice being given to surrounding property owners who may be affected by the project.
3. House Numbering Maps indicate that a Certificate of Compliance may be necessary. For further information, please contact our Development Research Section at (213) 974-6458.
4. Legal description is inadequate or does not relate to subject property.
5. Site requires a Covenant to Hold Parcels as One or a Covenant In Lieu of a Parcel Map. Submit a copy of the recorded Covenant per attached sample. Covenant must be recorded at County Recorder's Office in Norwalk.
6. Submit a Draft Coyenant, as per attached sample, for staff review prior to recordation.
7. A Kevised Plot Plan is required that must include the following information:;
a. For a valid submitial, the Plot Plan must show specific scale, the entire project site, distances from centerline of all existing and proposed streets, and all existing and proposed improvements including but not limited to 1) Fences and/or walls, height, material; 2) Height of structures and number of stories; 3) Signs, location, size and lettering on sign; 4) Yard setbacks front, side and rear.
b. Parking spaces and driveways must be shown on the Plot Plan and be fully dimensioned in compliance with the Zoning Code.
c. Required walls and bumper guards must be shown on the Plot Plan and parking areas.
d. Submit floor plans and indicate seating capacity and type (fixed or non-fixed) in order for parking calculations to be determine
8. a. Submit occupant load as determined by Building \& Safety.
b. Submit site contour elevations and average finish grade (AFG) calculations.
c. Identify all uses in the shopping center and submit the addresses and square footage of all uses.
d. Submit sample elevations and/or rendering.
e. Photographs of subject property should be submitted by the Applicant.
f. Submit Landscape plans including calculations for net landscaped area by individual planting areas.


Should you require any further information concerning file materials, please contact Richard Claghom at (213) 974-6278 between the hours of 7:00 a.m. and 5:00 p.m. Monday through Thursday. Site Plans must be folded in order to fit into an $81 / 2^{\prime \prime} \times 14^{\prime \prime}$ folder.


Richer Clogitim
10.25

November 15, 2004

Via Hand Delivery

Richard Claghorn
Department of Regional Planning
County of Los Angeles
320 West Temple Street
Los Angeles, CA 90012
RE: Guest House Covenant for Plot Plan application submitted for APN 4455-005-020 (Radzinski)

Dear Mr. Claghorn:
On behalf of the owner and applicant, John Radzinski, we submit this Certified Recorded copy of the Guest House Covenant to be incorporated into pending plot plan application RPPT200400426 for the above mentioned property.

Should you have any questions about the attached covenant or require any additional documents, please do not hesitate to contact us immediately.

Sincerely, SCHMITZ \& ASSOCIATES INC.


## 042836775

RECORDEDIFILED IN OFFICIAL RECOROS RECORDER'S OFFICE LOS ANGELES COUNTY

CALIFORNIA
12:01 PM NOV 22004

## TITLE(S):



FEE

| FEE $\$ 13$ | P |
| :--- | :--- |
| DAF \$2 |  |
| C-20 | 3 |

D.T.T

## CODE

20

CODE
19
CODE
9

Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company in black Ink. Number of AIN's Shown

Recording Request by:
John Radzinski
042836775

When recorded, mail original to:
John Radzinski
$2216^{\text {th }}$ Street
Seal Beach, CA 90740

## COVENANT BY OWNER IMPOSING A LAND USE RESTRICTION

The undersigned hereby certifies that ( l am )(we are) the Owner( s ) of Property located in the unincorporated portion of the County of Los Angeles, State of California, described as

## See Attached (Exhibit A)

The Owner(s) desire(s) to construct
a guest house
located at 4455-005-020.
In consideration of the approval by the Los Angeles County Department of Regional Planning of Site Plan Review Plot Plan RPPT200400426, the Owner(s) agree(s) that the proposed project shall be utilized only for (type description of purpose) temporary guests of the occupancy of the premises, and shall have no kitchen or kitchen facilities and no plumbing except for the plumbing required for a bathroom, and shall not at any time be rented or converted and utilized as a separate dwelling or commercial use.

The Owner(s) confirm(s) that (he/she)(they) understand(s) that the zoning laws of the County of Los Angeles and Site Plan Review Plot Plan RPPT200400426 permit only
orie single-family
residence on the subject property.
The Owner(s) covenant(s) and agree(s) for (him/herself)(themselves), (his/her)(their) heirs, successors and assigns to indemnify, defend, and save harmless the County, its agents, officers, and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage, arising directly or indirectly from or connected with the approval of Site Plan Review Plot Plan RPPT200400426 or maintenance of the subject property.

## 042836775

This Covenant shall run with all the above described land in perpetuity and shall be binding on the Owner(s), (his/her)(their) heirs, successors and assigns or shall continue in effect until released by the authority of the Director of Planning of the County of Los Angeles.

The Owner(s) execute(s) this instrument on the $27^{\text {th }}$ day of October, 2004.


William Weidman
(Notary to be attached)
OWNERS


REQUEST FOR
PLOT PLAN REVIEW
PLOT PLAN NO.RPPT 200400426

Los Angeles County Department of Regional Planning 320 W. Temple St. (213) 974-641!

## APPLICATION FORM

## RECORD OWNER

Name: John and Linda Radzinski/ William Weidman
Address: $2216^{\text {lh }}$ Street


## OWNER'S CONSENT: I consent to the submission of this application.



## APPLICANT:

Name: John Radzinski
Address: $2216^{\text {th }}$ Street
City: Seal Beach
Daytime Phone: (714) 432-

Fax:

$$
7637
$$

## APPLICANT'S AGENT:

Name: Schmitz \& Associates
Address: 29350 Pacific Coast Highway
City: Malibu
Daytime Phone: $\frac{(310) \quad 589-0773}{} \quad$ Zip Code: 90265
Fax: $\quad$ (310) $589-0353$

APPLICANT/AGENT CERTIFICATION: I hereby certify under penalty of perjury that the information I provided herein is correct to the best of pi knowledge.
(Applicant or Agent's Signature)


NOTE: When review is completed, copies are sent to the appropriate Building and Safety office and to the Applicant unless otherwise directed. Please check here if "will call" pickup is preferred:

PROJECT DESCRIPTION: (Describe fully purpose of request)
Request to construct a 7,000 square foot single family residence, driveway from Calabasas Peak Motorway to building pad \& related grading, a 750 square feet guest house, and a pool.

LOCATION/ADDRESS OF SUBJECT PROPERTY:
In LA County: APN \# 4455-005-020

LEGAL DESCRIPTION: (Attach Exhibit 'A' if legal is extensive)
See attached

PROJECT DATA:
Thomas Guide Reference:
Assessor's Parcel Number:
Supervisorial District:
Zoned District:
Building \& Safety Office:
Residential Density:
General/Community Plan Designation:
Previous Cases on Subject Property:
$156+1089$
TYPE OF CASE:

Residential Consistency
Yard Modification
Commercial/Industrial Consistency
Sign Review
$\qquad$ Lot Size:
Zoning:
Number of Floors:
Gross Floor Area:
Maximum Height:

$\qquad$

Senta Manicra Mourtains Nort Sonta Moxntains Nort



Coastal Approval in Concept/Zoning Consistency Environmental Review Board
Hillside Management
Significant Ecological Area


RESIDENTIAL PARKING DATA:
Total Units:
Two bedroom and larger: Bachelor: Total Parking: $\qquad$ One Bedroom:

Guest Parking:
 Uncovered Parking: $\qquad$ Covered Parking: $\qquad$

## PARCEL A:

## Parcel 1:

The West 660.00 feet measured at right angles to the West lines of the North half of the Southeast Quarter in Section 34, Township 1 North Range 17 West San Bernardino Maridlan, according to the Official Plat of sald land.

Parcel 2:
An easement for road purposes, public utllitios, sewers and for slope and dralnage purposes over that portion of the East half of Section 34, Township 1 North, Range 17 West San Bernardino Meridian, according to the Official Plat thereof, included within a strip of land 60.00 feet wide, the center llne of which is described as follows:

Beginning at a point in the center line of the 60.00 feet easement as reserved in Quitclaim Deed recorded October 13, 1966 as Instrument No. 38, In Book D-3452 Page 331, Official Records, distant Northerly along the arc of a curve, having a radius of 180.00 feet, a central angle of $37^{\circ} 27^{\prime} 20^{\prime \prime}$ and an arc length of $117.67^{\circ}$ feet, as described in sald last mentioned reservation, an arc distance of 39.27 feet to the true point of beginning of this description; thence South $63^{\circ} 35^{\prime} 08^{\prime \prime}$ West 134.26 feet to the beginning of a tangent curve concave to the Southeast and having a radius of 100.00 feet; thence Southwesterly along said last mentioned curve through a central angle of $43^{\circ} 37^{\prime} 28^{\prime \prime}$ an arc distance of 76.14 feet; thence South $19^{\circ} 57^{\prime} 40^{\circ}$ West 142.97 feet, tangent to sald last mentioned curve to the beginning of a tangent curve concave Northwesterty having a radius of 100.00 feet; thence Southwesterly along said last mentioned curve through a central angla of $38^{\circ} 16^{\prime} 54^{\prime \prime}$ an arc distance of 66.81 feet; thence South $58^{\circ} 14^{\prime} 34^{\prime \prime}$ West 91.97 feet tangent to said last mentioned curve to the beginning of a tangent curve concave Easterly having a radius of 86.00 feet; thence Southerly along said last mentioned curve through a central angle of $72^{\circ} 16^{\prime} 54^{\prime \prime}$ an arc distance of 107.23 feet; thence South 14 degrees 02' 20" East 147.40 feet, tangent to said last mentioned curve to the beginning of a tangent curve concave Westerly and having a radlus of 100.00 feet; thence Southeriy along said last mentioned curve through a central angle of $53^{\circ} 35^{\prime} 09^{\prime \prime}$ an arc distence of 93.52 feet; thence South $39^{\circ} 32^{\prime} 49^{\prime \prime}$ West 40.01 feet, tangent to said last mentioned curve to the beginning of a tangent curve concave Southessterly having a radius of 65.00 feet; thence Southerly along sald last mentioned curve through a central angle of $35^{\circ} 15^{\circ} 06^{\circ \prime}$ an arc distance of 39.99 feet; thence tangent to said last mentioned curve, South $4^{\circ} 27^{\prime} 43^{\prime \prime}$ Wiest 224.88 feet, to the beginning of a tangent curve concave Westerly and having a radius of 150.00 feet; thence Southerly along said last mentioned curve through a central angle of $15^{\circ} 32^{\prime} 03^{\prime \prime}$ an are distance of 40.67 feet; thence South $19^{\circ} 59^{\prime} 46^{\prime \prime}$ West 229.37 feet tangent to said last mentioned curve to the beginning of a tangent curve concave Northeasterly and having a radus of 75.00 feet; thence Southeasterly along said last mentioned curve through a central angle of $54^{\circ} 33^{\prime \prime} 13^{\prime \prime}$ an arc distance of 71.41 feet; thence South $34^{\circ} 33^{\prime} 27^{\prime \prime}$ East 18.69 feet tangent to sald last mentioned curve to the beginning of a tangent curve concave Northeasterly and having a radius of 70.00 feet; thence Southeasterly along satid last mentioned curve through a central angle of $31^{\circ} \mathrm{4}^{\circ}{ }^{\circ}$ $21^{\prime \prime}$ an arc distance of 38.76 feet; thence South $66^{\circ} 16^{\prime} 48^{\prime \prime}$ East 38.21 feet tangent to said last mentioned curve to the beginning of a tangent curve concave Northerly and having a radius of 70.00 feet; thence Southeasterly along sald last mentioned curve through a central angle of $51^{\circ} 08^{\prime} 09^{\prime \prime}$ an arc distance of 62.47 feet; thence North $62^{\circ}$ $35^{\prime} 09^{\prime \prime}$ East 0.03 feet tangent to said last mentioned curve to the beginning of a tangent curve concave Northwesterly and heving a radius of 80.00 feet; thence Northeasterly along said last mentioned curve through a central angle of $35^{\circ} 15^{\prime} 16^{\circ}$ an arc distance of 36.92 feet; thence North $27^{\circ} 19^{\prime} 47^{\prime \prime}$ East 78.15 feet tangent to said last mentioned curve to the end of said last mentioned center line.

Parcel 3:
An easement for road purposes, public utilities, sewers and for slope and drainage purposes over that portlon of said Section 34, Township 1 North, Range 17 West San Bernardino Meridian, according to the Official Plat thereof, included within a strip of land 60 feet wide, lying 30 feet on either side of the following described center line:

Beginning at the point of intersection of the center line of Elsie Drive, 30 feet wide, as said drive is shown on the map of Tract 8550, as per map recorded in Book 109 Pages 77 to 80 inclusive of maps, In the office of the County Recorder of said county with the Southerly line of sald Tract 8550, said center line having a bearing of North $0^{\circ} 06^{\prime} 00^{\prime \prime}$ East for the purposes of this description; thence Southeasterly along a curve concave Northeasterly tangent to said center line and having a radius of 70 feet, through a central angle of $53^{\circ} 33^{\prime} 19^{\prime \prime}$, an arc distance of 65.43 feet; thence tangent to said curve, South $53^{\circ} 27^{\prime} 19^{\prime \prime}$ East 63.11 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 235 feet; thence Southerly along said last mentioned curve through a central angle of $44^{\circ} 08^{\prime} 14^{\prime \prime}$ an are distance of 181.03 feet; thence tangent to said last mentioned curve, South $9^{\circ} 19^{\prime} 05^{\prime \prime}$ East 14.69 feet to the beginning of tangent curve concave Easterly and having a radius of 100 feat; thence Southerly along said last mentioned curve through a central angle of $37^{\circ} 06^{\prime} 52^{\prime \prime}$ an arc distance of 64.78 feet; thence tangent to sald last mentioned curve, South $46^{\circ} 25^{\prime} 57^{\prime \prime}$ East 453.53 feet to the beginning of a tangent curve concave Southwesterly having a radius of 1.00 feet; thence Southerly along said last mentioned curve through a central angle of $69^{\circ} 02^{\prime} 44^{\prime \prime}$, an arc distance of 104.80 feet; thence tangent to said last mentioned curve, South $13^{\circ} 36^{\prime} 47^{\prime \prime}$ West 79.67 feet to the beginning of a tangent curve concave Easterly and having a radius of 180 feet; thence Southerly along said curve through a central angle of $37^{\circ} 27^{\prime} 20^{\prime \prime}$, an arc distance of 117.67 feet; thence tangent to said last mentioned curve, South $23^{\circ} 60^{\prime}$ $33^{\prime \prime}$ East 61.27 feet to the beginning of a tangent curve conceve Northeasterly and having a radius of 145 teet; thence Southeasterly along said curve through a central angle of $82^{\circ}$ $33^{\prime} 59^{\prime \prime}$, an arc distance of 208.95 feet to the beginning of a reverse curve concave Southwesterly having a radius of 120 feet; thence Southeasterly along said reverse curve through a central angle of $94^{\circ} 09^{\prime} 27^{\prime \prime}$, an arc distance of of 197.20 feet to the beginning of a reverse curve concave Northeasterly and having a radius of 50 feet; thence Southeasterly and Easterly along said last mentioned curve through a central angle of $113^{\circ}$ $39^{\circ} 24^{\prime \prime}$ an arc dlstance of 99.18 feet to the beginning of a compound curve concave Northwesterly and having a radius of 131 feet; thence Northeasterly along sald compound curve through a central angle of $25^{\circ} 29^{\prime} 42^{\prime \prime}$, an arc distance of 58.29 feet to the beginning of a reverse curve concave Southeasterly and having a radius of 245 feet; thence Northeasierly and Easterly along said last mentioned curve through a central angle of $58^{\circ} 51^{\prime} 30^{\prime \prime}$, an arc distance of 294.44 feet; thence tangent to said last mentioned curve, South $82^{\circ} 31^{\prime} 56^{\prime \prime}$ East 573.95 feet to a point in the center line of Old Topanga Canyon Road, 50 feet wide, bs described in Deed recorded Octobar 14, 1926 as Instrument No. 1776, in Book 6029 Page 393, Official Records.

Said easement to terminate Northerly in said Southerly line of Tract 8550, and to terminate Easterisy in the Westerty line of sald Ofd Topanga Canyon Road.
Assessors Parcel No: 4455-005-02at
$\qquad$

## SUGGESTED LETTER OF AUTHORIZATION TO SIGN FOR OWNER

Date:
I (we) are the owners of the property legally described as
and located at

The assessor's parcel number for this property is 4455-005-020

I (we) hereby authorize the following person to act on my (our) behalf to sign and submit the above planning/zoning application as provided by the Los Angeles County Code.
PERSON AUTHORIZED TO SIGN FOR OWNERS):
Donna Shen, SCHMITZ \& ASSOCIATES
Print Name
Mindy Comrnins, SCHMITZ \& ASSOCIATES

Print Name


NOTE: This authorization shall continue in force and effect until the Department of Regional Planning is notified in writing of its cancellation.


# LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING <br> <br> CERTIFICATION OF LOBBYIST REQUIREMENTS 

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

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


## PERMIT NOS):

$\qquad$
$\qquad$
$\qquad$
$\qquad$

## OAK TREE STATEMENT

【 The subject property contains no oak trees.
The subject property contains one or more oak trees, however, the applicant anticipates that no activity (grading and/or construction) will take place within five (5) feet of the outer dripline of any oak tree.

The subject property contains one or more oak trees and the applicant states that activity (grading and/or construction) will take place within five (5) feet of the outer dripline of any oak tree. An Oak Tree Permit has been or will be applied for prior to any activity taking place on the property.


October 25, 2004

## Via Hand Delivery

Richard Claghorn
Department of Regional Planning
County of Los Angeles
320 West Temple Street
Los Angeles, CA 90012
RE: Plot Plan application for proposed Single-Family Residence (SFR) with Guesthouse and Pool to be located at APN 4455-005-020 (Radzinski)

Dear Mr. Claghorn:
On behalf of the property owner John Radzinski, we submit this Plot Plan application for the above-referenced project. Please find enclosed the following:

- One (1) completed copy of the Request for Plot Plan Review application.
- Four (4) copies of the plot plan, which includes the amount of grading involved, site plan and conceptual. architectural plans of the proposed SFR and guesthouse.
- A filing fee check in the amount of $\$ 711.00$.
- Tẅo (2) copies of the photo key.

Should you have any questions about this application or require any additional documents, please do not hesitate to contact us immediately.

Sincerely, SCHMITZ \& ASSOCIATES, INC.


Associate Planner

County of Los Angeles
APN: 4455005020

FILE PERMIT:
PROJECT NO:
PROJECT NAME:
SCOPE: PLOT PLAN REVIEW OTHER
SITE ADDRESS: ONO ADDRESS
COMMUNITY: TOPANGA
LOCATION:

Fees Calculated 12 Months Back

| Fee Code | Descriprion | Account |
| :--- | :--- | :--- |
| RHPIHILLSD | SITE PILAN REVIEW (PP), RES IN HILASIDES | $835 i$ |


| Payment Code | Description |
| :--- | :--- |
| CASII | CASH |
| CHECK | CHECK |

Certified - Receipt Requested

Steve Harris
124 So. Lasky Drive
Beverly Hills, CA 90212
Dear Mr. Harris:
Re: TENTATIVE TRACT MAP NO. 35647 (Map dated April 24, 1984) CONDITIONAL USE PERMIT NO. 2492
OAK TREE PERMIT NO. 84-007
A public hearing on Tentative Tract Map No. 35647, Conditional Use Permit No. 2492 and Oak Tree Permit No. $84-007$ was held before the Regional Planning Commission of Los Angeles County on July 5, 1984.

After considering the evidence presented, the Regional Planning Commission in concurrent actions on July 5 , 1984 conditionally approved the tentative tract map and granted the Conditional Use Permit and Oak Tree Permit in accordance with the Subdivision Map Act and Title 21 (Zoning Ordinance) and 22 (Subdivision Ordinance) of the Los Angeles County Code. These actions enable the property shown on the attached legal description and the tentative tract map, dated April 24,1984 to be subdivided into 72 single family lots and 4 open space lots and to enable the removal of 36 oak trees on subject property, subject to the attached conditions.

Your attention is called to the following:

1. Condition No. 1 of the Conditional Use Permit and the the Oak Tree Permit provides that the permits shall not be effective for any purpose until the applicant and the owner of the property involved or their duly authorized representative, has filed at the office of the Regional Planning Commission his affidavit stating that he is aware of and accepts all the conditions of these permits;
2. Condition No. 3 of the Conditional Use Permit and the Oak Tree Permit pointing out the limitations of the grants;
3. That during the fifteen-day period following your receipt of this letter, the Commission's decision regarding Conditional Use Permit and the Oak Tree Permit may be appealed to the Board of Supervisors through the office of the Clerk of the Board, Room 383, Hall of Administration, 500 West Temple Street, Los Angeles, California 90012. These permits will not become effective unitl and unless the appeal period has passed without the filing of an appeal.
4. That the decision of the Commission regarding the tentative tract map shall become final and effective on the date of decision, provided no appeal of the action taken has been filed with the Board of Supervisors within ten days following the decision of the Commission through the office of the Clerk of the Board, Room 383, Hall of Administration, 500 West Temple Street, Los Angeles, California 90012.

The Conditional Use Permit and the Oak Tree Permit shall be null and void unless it is utilized prior to July 5, 1989. Upon written request stating reasons why additional time to commence is needed, the Commission may grant a one-year time extension for the Conditional Use Permit and the Oak Tree Permit. Such request must be received prior to July 5, 1989.

The tentative tract map approval shall expire on July 5, 1987. If the subject tract map does not record prior to the expiration date, a request in writing for an extension of the approval must be received prior to the expiration date.

If you have any questions regarding this matter, please contact the Subdivision Section of the Department of Regional Planning at (213) 974-6433.

Very truly yours,
DEPARTMENT OF REGIONAL PLANNING
Norman Murgoch, Planning Director


JRS:RL:JC: jmr
CC: Board of Supervisors, Zoning Enforcement
Subdivision Committee
Real Estate Commission
FHA
VA
Mountain Park Estates

LEGAL DESCRIPTION:

## PARCEL !:

The west one-half of Section 34, Township 1 North, Range 17 West, San Bernardino Meridian, in the office of the County Recorder of said County.

EXCEPT that portion of the Southwest quarter of Section 34, Township 1 North, according to the Official Plat thereof, lying Northwesterly of the following described line:

Beginning at a point in the Southerly line of Section 33, said Township and Range, that is North $89^{\circ} .51^{\prime \prime} 25^{\prime \prime}$ West thereon 429.88 feet from the Southeasterly corner of said last mentioned Section, thence North $8^{\circ} 5^{\prime \prime} 5^{\prime \prime} 5{ }^{\prime \prime}$ East 543.53
feet to the beginning of a curve concave to the east and having a radius of 5000 feet; thence Northerly along said curve 1005.99 feet; thence North $20^{\circ} 25^{\prime \prime} 35^{\prime \prime}$ East 352.83 feet to the beginning of a curve concave to the West, and having a radius of 5000 feet; thence Northerly along said last mentioned curve 791.09 feet; thence North $11^{\circ} 21^{\prime} 40 "$ East 486.38 feet to the beginning of a curve concave to the Southeast and having a radius of 1000 feet; thence Northeasterly along said last mentioned curve 689.43 feet; thence North $50^{\circ} 51^{\prime \prime} 4^{\prime \prime}$ East 297.54 feet to a point hereby designated "Point $G^{\prime \prime}$; thence continuing North $50^{\circ} 51^{\prime \prime} 45^{\prime \prime}$ East 431.71 feet to the beginning of a curve to the South, and having a radius of 1000 feet; thence Easterly along said last mentioned curve 752.70 feet; thence South $8^{\circ} 00^{\circ} 40^{\prime \prime}$ East 401.42 feet to the beginning of a curve concave to the Northwest, and having a radius of 700 feet; thence Northeasterly along said last mentioned curve 800.74 feet; thence North $28^{\circ} 2^{\prime \prime} 50^{\prime \prime}$ East 600.43 feet to a point in the Northerly line of said Section 34, that is South $89^{\circ} 56^{\prime \prime} 45^{\prime \prime}$ East 651.00 feet from the Quarter Section corner in said Northerly line.

The above described curves are tangent to the straight lines which they join.

FURTHER EXCEPT that portion of the NW $1 / 4$ of Section 34 , T1N, R17W, SBM, in the County of Los Angeles, State of California, described as follows:

Beginning at the West $1 / 4$ corner of said Section, thence along the South line of said NW $1 / 4 \mathrm{~S} 89^{\circ} 4^{\prime \prime} 5^{\prime \prime} 51^{\prime \prime} \mathrm{E} 249.22$ feet to a point in the West line of Mulholland Highway, 80 feet wide, as shown on County Surveyor's Map B 2336-3, said point being in that certain curve concave to the West, having a radius of 4960 feet and a central angle of $9003 " 55^{\prime \prime}$, a radial line to said point bears $576^{\circ} 52^{\prime \prime} 05^{\prime \prime} \mathrm{E}$; thence Northerly along said curve 145.81 feet to the end of same; thence tangent to said curve N $11^{\circ} 21^{\prime \prime} 40^{\prime \prime} \mathrm{E} 486.38$ feet to the beginning of a curve concave to the Southeast, having a radius of 1040 feet; thence Northeasterly along said curve 717.01 feet to the end of same; thence tangent to said curve in $50^{\circ} 51^{\prime \prime} 45^{\prime \prime} \mathrm{E} 207.54$ feet; thence $\mathrm{N} 39^{\circ}$ $08 " 15 "$ W 60.00 feet to the beginning of a curve concave to the South, having a radius of 146.78 feet, tangent to said last mentioned course and tangent to the 650 footradius curve in the centerline of that 100 foot strip of land described in deed to the County of Los Angeles for Mulholland Highway, recorded in Book 6773, Pg 320, Official Records; thence Westerly along said 146.78 foot radius curve, 113.58 feet to a point in a line parallel with the West line of said Section 34, a radial line to said point bears $N 6^{\circ} 31^{\prime \prime} 3^{\prime \prime}$ E;

Thence $N 0^{\circ} 06^{\prime \prime} 40 "$ East 384.69 feet;
thence N 890 53" $20^{\prime \prime}$ West 192.00 feet;
thence N $44^{\circ} 53^{\prime \prime} 20^{\prime \prime}$ West 110.31 feet;
thence N $89^{\circ} 53^{\prime \prime} 20^{\prime \prime}$ West 361.00 feet;
thence N $44^{\circ} 53^{\prime \prime} 20^{\prime \prime}$ West 188.00 feet to the West line of said Section, thence along said West line $S 0^{\circ} 06^{\prime \prime} 40^{\prime \prime}$ West 2055.66 feet to the point of beginning.

Except therefrom any portion thereof lying within public roads of records.
PARCEL 2:
The Southwest quarter of the Southeast quarter of Section 34, Township 1 North, Range 17 West, San Bernardino Meridian, in the office of the County Recorder of said County.

FINDINGS OF THE REGIONAL PLANNING COMMISSION FOR TENTATIVE TRACT MAP NO. 35647

1. The tentative map proposes 72 single family lots, 3 open space lots and 1 open space-equestrian lot on approximately 326.4 acres which are situated in the A-1-1 zone classification in the Malibu Zoned District.
2. The subject property is depicted within the Non-urban (hillside management) category of the Countywide General Plan and in the Mountain Land II (1 du/20 ac), Rural Land I (1 du/10 ac), Rural Land II (1 du/5 ac), and Rural Land III (1 du/2 ac) categories of the Malibu Santa Monica Mountains Area Plan. The proposed subdivision and the provisions for its design and improvement are consistent with the density, goals and policies of the General Plan and with the zone classification, in that:
a. Conditional Use Permit No. 2492 has been approved for this project as required by the Zoning Ordinance to implement and insure compliance with the Performance Review Procedure for proposed developments which have a natural slope of 25 percent or greater.
b. The proposed project is located and designed so as to protect the safety of current and future community residents, and will not create significant threats to life and/or property due to the presence of geologic, seismic, slope instability, fire, flood, or erosion hazard.
c. The proposed development demonstrates creative and imaginative design resulting in a visual quality that will complement community character and benefit current and future community residents.
d. The proposed project is compatible with the natural biotic, cultural and scenic resources of the area.
e. The proposed project will not be detrimental to public health and safety, design and/or environmental considerations.
f. The approval of proposed dwelling units exceeding the number permitted by the low density threshold for the proposed development in Non-urban Hillsides is based on the ability to mitigate problems of public safety, design and/or environmental considerations as provided in the General Plan.
g. The proposed project is conveniently served by neighborhood, shopping, and community facilities, can be provided with essential public services without imposing undue costs on the total community, and is consistent with the objectives and policies of the General Plan.
h. The proposed project has the necessary provision for open space areas.
3. The project as proposed complies with the applicable requirements of Title 21 (Subdivision Ordinance) and Title 22 (Zoning Ordinance) of the Los Angeles County Code.
4. The site is physically suitable for the type of development and the density being proposed since it has adequate building sites which shall be developed in accordance with the Grading Ordinance; has access to a County-maintained street; shall be provided with water supplies and distribution facilities, with sufficient capacity to meet anticipated domestic and fire protection needs; shall be served by sanitary sewers, except for lots 68 through 72 which shall be served by private sewage disposal system to be installed in accordance with the requirements of the Health Services Department; has been reviewed by the County Engineers' Geology Section with recommended measures to mitigate geological problems; and shall have flood hazards mitigated in accordance with the requirements of the County Engineer and Flood Control District.
5. The design of the subdivision and the proposed improvements will not cause substantial environmental damage or substantial and avoidable injury to fish or wildlife since the project is not located in a Significant Ecological Area and that the conditions of approval and the conditional use permit which accompanies this project regulates the proposed development with appropriate mitigation measures.
6. The design of the subdivision and the type of improvements will not cause serious public health problems since sewage disposal, storm drainage, fire protection, and geological and soils factors are addressed in the recommended conditions of approval.
7. The design of the subdivision or the type of improvements will not conflict with public easements for access through or use of, property within the proposed subdivision, since the design and development as set forth in the conditions of approval and on the tentative map provides adequate protection for easements.
8. The design of the subdivision provides to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision, since lots are of sufficient sizes as to allow orientation of structures to take advantage of such opportunities.
9. The proposed subdivision does not contain or front upon any public waterway, river, stream, coastline, shoreline, lake or reservoir.
10. The division and development of the property in the manner set forth on this map will not unreasonably interfere with the free and complete exercise of the public entity and/or public utility rights-of-way and/or easements within this map, since the design and development as set forth in the conditions of the case and on the tentative map, provide adequate protection for easements.
11. Based upon the recommendation of the County Engineer-FacilitiesEnvironmental Development Division-Sewers, the discharge of waste from the proposed subdivision into an existing community sewer system will not violate the requirements of the California Regional Quality Control Board pursuant to Division 7 of the Water Code.
12. Pursuant to Sections 21.32.150 and 21.32.190 of the Los Angeles Code (Subdivision Ordinance), the requirements of street lights and sidewalks along the streets in the Subdivision are eliminated, except that street lights are required at the intersection of Mulholland Highway and "A" Street, since all lots in the division of land contain a net area of not less than 40,000 square feet and street lights and sidewalks are not needed in, and will not benefit the area.
13. Pursuant to Sections 21.28.160 and 21.24.120 of the Los Angeles County Code (Subdivision Ordinance), all the interior streets in the subdivision are approved as private and future streets, except for Calabasas Motorway which is approved as a future street.
14. Pursuant to Section 21.24 .100 of the Los Angeles County Code (Subdivision Ordinance), a modification to permit street grades in excess of $10 \%$ but not to exceed $15 \%$ on portions of the interior streets is approved, since a lower grade is not possible due to topographic condition, with final determination within these limits to be made by the Road Department.
15. Pursuant to Section 21.24.250 and 21.24.260 of the Los Angeles County Code (Subdivision Ordinance), a hillside modification is granted to allow $43 \%$ of the lots on this hillside tract to record with less than the required area since the topographic features within the division of land will be better utilized if a portion of the lots in this subdivision are less in area than the applicable zoning designation; a final map will not be filed unless the average area of all lots on such map is not less than the applicable zoning designation; the lots having a reduced area are compatible in design to adjacent facing and siding lots of abutting development; and all lots which are not reduced in area will comply with the required area of the zone.
16. The housing needs of the region were considered and balanced against the public service needs of local residents and available fiscal and environmental resources when this project was determined to be consistent with the Los Angeles County General Plan.
17. The Negative Declaration which has been prepared complies with the California Environmental Quality Act, and that this proposed division of land will not have a significant effect on the environment.

THEREFORE, the tentative map and Negative Declaration are approved with the conditions recommended by the Los Angeles County Subdivision Committee.

1. Conform to the requirements of the Subdivision Ordinance and provide sufficient area for all lots to conform with the requirements of the A-1-1 zone, except that the Regional Planning Commission approved a modification to permit $43 \%$ of the lots in this hillside tract to record with areas of not less than 28,314 square feet. The reduced lots shall have average widths of not less than 100 feet, and the average lot size on the final maps shall meet the zoning designation.
2. Dedicate, if not already dedicated, the necessary right of way to provide a width of 50 feet from the County Engineer's latest approved centerline for Mulholland Highway, with slope easements satisfactory to the Road Department.
3. Show "A" Street as a private and future street on the final map with a width of 32 feet from centerline from Mulholland Highway to its southerly most intersection with "B" Street and to transition to 30 feet from centerline beyond.
4. Show "B", "D", "E", "F", and "G" Streets as a private and future streets on the final map with widths as shown on the tentative map.
5. Show "C" Street as a private and future street on the final map with a width of 30 feet from centerline.
6. Show Calabasas Motorway as a future street on the final map with a width of 30 feet from the latest approved centerline, with slope easements to the satisfaction of the Road Department.
7. Provide standard property line return radii of 13 feet at all local street intersections, including intersection of local street with Master Plan Highway, or to the satisfaction of the Road Department.
8. Construct inverted shoulder paving (14+4) on Mulholland Highway, with pavement widening at "A" Street for a left turn pocket and grade the parkway to the satisfaction of the Road Department.
9. Construct street lights at the intersection of Mulholland Highway and "A" Street, to the satisfaction of the Road Department.
10. Construct inverted shoulder paving $(14+4)$ on Dry Canyon Cold Creek Road and on "A", "B", "C", "D", "E", "F" and "G" Streets, with concrete flow lines, except on Dry Canyon Cold Creek Road, to the satisfaction of the Road Department. Improvements on "B" street shall be centered on the right-of-way.
11. Construct or bond with County Engineer for paving over the driveways serving lots 68 through 71 with a minimum width of 24 feet, to be built to Fire Department standards with appropriate turnaround. The maximum grade for this driveway shall be $20 \%$.
12. Provide reciprocal easement for ingress and egress over the multiple access strips serving lots 68 through 71 for the benefit of these lots.

Page 2
Map date 4-24-84
13. Label the driveways serving lots 68 through 71 as "private driveway" and "fire lane" on the final map. Post the driveway with "no parking" sign and provide for its continual enforcement, and also provide for proper street signs and addresses to the satisfaction of the Fire Department and the Department of Regional Planning.
14. Reserve an ingress and egress easement on a 20-foot wide strip over lots 45 through 49 and on lots 75 and 76 as shown on the tentative map for the use of lot 72.
15. Construct or bond with County Engineer for a 20-foot wide driveway paving from the terminus of "A" Street to the water tank site.
16. As agreed, dedicate vehicular access rights from this land division directly to Mulholland Highway, except "A" Street.
17. As agreed, dedicate vehicular access rights from lots 58, 59 and 60 directiy to "B" Street.
18. Provide for the ownership and maintenance of the private and future streets to the satisfaction of County Engineer and Regional Planning.
19. Provide at least 40 feet of frontage at the property line and approximately radial lot lines for all lots fronting on the cul-de-sacs.
20. Permission is granted to adjust lot lines to the satisfaction of the Department of Regional Planning.
21. Eliminate acute angle points to the satisfaction of the County Engineer.
22. Extend lot lines to the centerlines of the private and future streets.
23. Provide for the ownership and maintenance of the open space lots to the satisfaction of the Department of Regional Planning.
24. As agreed, dedicate on the final mep the right to restrict the construction of residential structures to the County of Los Angeles over the open space lots.
25. Permission is granted to create additional open space lots to the satisfaction of the Department of Regional Planning.
26. As agreed, dedicate on the final map the right to restrict the construction of more than one residential and related accessory buildings on any one lot having twice the required area or more as shown on this subdivision.

DEPARTMENT OF REGIONAL PLANNING TENTATIVE TRACT MAP NO. 35647

Page 3
Map date 4-24-84
27. As agreed, provide slope planting and an irrigation system in accordance with the Grading Ordinance. As agreed, include. conditions in the tract covenants which would require continued maintenance of the plantings for lots having planted slopes. Prior to recordation, submit a letter to the Department of Regional Planning agreeing to this condition.
28. Parcel Map No. 16199 must record prior to the recordation of Tract Map No. 35647.
29. As agreed, comply with the following environmental conditions:
a. Prior to alteration of any streambeds, and as a means of mitigating potential environmental impacts, the applicant shall enter into an agreement with the California State Department of Fish and Game, pursuant to Sections 1601 through 1603 of the State Fish and Game Code.
b. Prior to final approval, as a means of mitigating potential environmental impacts, submit a letter agreeing to comply with mitigation measures suggested by the archaeologist and approved by the Department of Regional Planning.
c. Provide for proposed Calabasas/Cold Creek Lateral Trail
to the satisfaction of the County Parks and Recreation Department if it, in fact, is impacted by this proposal.
d. Provide for protection of open space in perpetuity.

## CALIFORNIA LAND TITLE COMPANY



AMPADPD

## Preliminary Subdivision Report

For the benefit of the Subdivider, the Subdivider's Engineer or Surveyor, the County of Ios Angeleș and any Order No. $\frac{2825000}{35547}$
Tract No. $\frac{35}{\text { Date December 15, 1903 }}$ City within which the subdivision is located.

A preliminary examination of those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land covered by the tentative subdivision map of

Tract No. 35647 , prepared by_Kevan Regan is nssociotes, Jnc.
discloses that the parties whose signatures will be necessary, under the provisions of the Subdivision Map Act, on the final subdivision map of said land are as set forth below.

This report is furnished as an accommodation, for the sole purpose of preliminary planning and facilitating compliance with requirements necessary for the issuance of a Subdivision Guarantee. It is understood that our liability is solely that expressed in such Guarantee, and that no liability separate from or other than our liability under said Guarantee is assumed by this report, except that if no Guarantee is issued under this order the amount paid for this report shall be the maximum liability of the company.
rr. 35647
Page 2
3. MOUNTAIM PARK ESmZTES, a corporation, owner.
2. The United States of America, ensement holoer for ditchas and canals, by feed recorres in mook 12 Pact ila ot Eetents.

Nome: Jpon the approval of the Ledislat ave body or Advesory Adency the above signature may be omitted under the provisions of Section 66436 (C) (1) of the Government Code.
3. The effect of an Agreement "of right of way" executed by and between Marie Martin and pisher C. Bailey, recorded December 29, 1925 ir Book 4570 Page 24, Official Recorcis, wherein sald parties agree to convey easements over this and other property, for ingress ano egrews to and from the country road known as Dry Canyor Cold Creek Road.
4. County of los Angeles, easement holder for public road and highray, by deed recorded in Fook 6773 Page 320 , Offlcial Records.

NOME: Upon the approval of the Lequsletive Fody or Advisory Agency the ahove siqnature may be omitted under the provisions of Section 66436 (IC) (1) of the Government Code.
5. County of Los Angeles, easement holder for public road and haunav, by deed recorded in mook 32410 pace 252 , official Recoras.

Nopp: Jpon the approval of the luequslative Bddy or Advasory fatncy the above signature may be onitfed under the pavisions of section 66436 (C) (1) of the Govermment godg.
6. County of Los Angeles, easement potaer for drainage, by deed recoxded in Book 13023 page 330 , Official Recpeds.
Note: Unon the approvd of the fiequslative pudy or Advisory batncy the above signiature may de amtted under the provjsions of Gection 66436 (C) (1) of the Govgrnment Code.
7. An easement for openina and wadenine malnolland ilinhway as condemed by piral Decree of Condemnation, in the Supcrior Court, Los Angeles County, Case No. 656 035, a certified copy of which was recordeo July 11, 1957 as Instrument No. 2924 in Book 55019 Page 225 , Offaclal Pecords.
R. Either Safeco Title Insurance Company, Califorma corporataun, trustee or Southwest Savings and roan Associotion, beneficiary, uncer a deed of trust recorded December 15,1383 as Instrument No. 83-1488176, Offucial Becords.

The tentative subdivision map hereinbefore reterrer to as a subdivision of land situated in che County of hos Angeles, State of California and is rescribed as follows:
PARCEL 1:
The west one-half of Section 34, Township 1 "orth, Mange 17 hest, San Bernardino Meridian, in the office of the County Recorder of self County.

EXCEPT that portion of the Southwest quarter of Section 34, Township 1 North, according to the official plat thereof, lying Mortnwesterly of the following described line:

Beginning at a point in the Southerly june ot Section 32, said Township and Rance, that is North $80051^{\prime \prime} 25^{\prime \prime}$ rest thereon 429.88 feet from the Southeasterly corner of said last mentioned section; thence worth $\mathrm{s}^{\circ} 53^{\prime}$ $5^{\prime \prime}$ East 543.53 feet to the beginning of a curve concave to the fast and having a radius of 5000 feet; thence northerly along said curve 1005.99 feet; thence North $20^{\circ} 25^{\prime} 35^{\prime \prime}$ Cost 552.83 feet to the beginning of a curve concave to the fest, and having a radius of 5000 feet; thence Northerly along said last mentioned curve 791.09 feet; thence North $11^{\circ}$ 21' 40" East 486.38 feet to the beginning of a curve concave oo the Southeast and having a radius of 1000 feet; whence Northeasterly dong said last mentioned curve $589.3^{3}$ feet; thence North $50^{\circ} 53^{\prime} 45^{\prime \prime}$ Bast.
 *orth $50^{\circ} 51^{\prime \prime} 4^{\prime \prime}$ Fast 431.71 feet to the beginning of a curve to the South, and having a radius of 1000 tet; thence Easterly along sold last mentioned curve 752.70 feet; thence SOuth $20^{\circ} 00^{\prime} 40 \mathrm{p}$ Fast 401.42 feet to the beginning of a curve concave to the northwest, and having a radius of 700 feet; thence Northeasterly along said last mentioned curve 200.74 feet; thence North $20^{\circ} 2 \sigma^{\circ}$ bo" East 600.13 feet to a point in the mortnexly line of said Section Ja, thor 15 south $89^{\circ} 5^{\prime \prime} 45^{\prime \prime}$ Mast $55 l$. 00 feet front the Quarter section corner an said northerly lane.
The above described curves are lambent to the straight lines which they join.

PARCPI 2:

The Southwest quarter of the Southeast quarter of Section 34 , Township I North, Range 17 hest, San Bernardine meridian, In the office of the County Recorder of said County.

CATJPORNIA LARD TITLE CORBAN


[^14]
## DEPARTMENT OF REAL ESTATE

107 S. Broadway, Room 7111
Los Angeles, CA 90012
213-897-3908

| JOHN RADZINSKI | 7/21/93 |
| :--- | :---: |
| 221 SIXTH STREET |  |
| SEAL BEACH, CALIFORNIA 90740 |  |

RE: 193-0608-004 / MOUNTAIN PARK ESTATE

DEAR MR. RADZINSKI:

YOUR CORRESPONDENCE OF JUNE 3, 1993, TO THE DEPARTMENT'S ENFORCEMENT SECTION HAS BEEN REFERRED TO ME FOR RESPONSE.

IN YOUR CORRESPONDENCE, YOU INDICATED THAT YOU ARE CURRENTLY INVOLVED IN A CIVIL LITIGATION WITH THE DEVELOPER OF MOUNTAIN PARK ESTATES AND THE COUNTY OF LOS ANGELES. IT APPEARS THAT THE LAST TWO FINAL PUBLIC REPORTS DO NOT DISCLOSE MATERIAL FACTS,(I.E. BAILY-MARTIN EASEMENTS AGREEMENT). IT ALSO APPEARS THAT ALL TITLE DOCUMENTS AND RECORDED MAPS WITHIN THIS PROJECT FAILS TO DISCLOSE THE "BAILY-MARTIN AGREEMENT".

AS THE RESULT OF THE TITLE DOCUMENTS AND RECORDED MAPS NEGLECT TO DISCLOSE THE BAILY-MARTIN AGREEMENT, IT APPEARS THAT THE DEPARTMENT OF REAL ESTATE ISSUED THE TWO FINAL REPORTS WITHOUT MENTIONING " THE AGREEMENT".

PRIOR TO AMENDING THE TWO LAST FINAL REPORTS, WE MUST FIRST CONTACT THE PARTIES THAT HAVE VESTED INTEREST IN THE PROJECT AND INFORM THEM OF OUR FINDINGS.

SINCE WE ARE PROHIBITED FROM GIVING LEGAL ADVICE OR ACTING IN YOUR BEHALF IN CIVIL MATTERS, WE CAN ONLY SUGGEST TO WAIT FOR THE OUTCOME OF YOUR CIVIL LITIGATION BEFORE ASSUMING PROPER ACTION.

THANK YOU FOR CONTACTING THE DEPARTMENT OF REAL ESTATE.


MANAGING DEPUTY COMMISSIONERI
SUBDIVISION-SOUTH

## BUREAU OF REAL ESTATE

320 W $4^{\text {th }}$ Street, Suite 350
Los Angeles, CA 90013-1105
213 576-6983

October 10, 2013

John Radzinski
221 Sixth Street
Seal Beach, CA 90740

Dear Mr. Radzinski:
We have researched your request for DRE file number 064046LA-A01, and have determined the following:

The above referenced filing was abandoned by this office on $1 / 19 / 95$ after notification of pending abandonment was made to the applicant of record, and no request to keep the file active was received by our office.

The filing was then destroyed in 2001 (we keep abandoned files for a period of 6 years prior to destruction)

We hope this information is of some assistance to you. Thank you for contacting the California Bureau of Real Estate.

Sincerely,

$\mathrm{RC} / \mathrm{cm}$

PLANNED DEVELOPMENT
Final Subdivision Public Report

MOUNTAIN PARK ESTATES, INC.,
A CALIFORNIA CORPORATION

PILE NO.: 064046LA-F00,
ISSUED: AUG 081989
EXPIRES: AUG 071994

AZ 1
for a Final Subdivision Public Report on
TRACT NO. 35647
"MOUNTAIN PARK ESTATES", PHASE 4
LOS ANGELES COUNTY, CALIFORNIA


## CONSUMER INFORMATION

- This Report Is Not A Recommendation Or Endorsement Of The Sumivisiox; It Is Informative Only.
© Buret or Lesser Must Sics That (S)He Has Received And Read This Report.
-     * A copy of this subdivision public report along with a statement advising that a copy of the public report may be obtained from the owner, subdivider, or agent at any time, upon oral or written request, must be posted in a conspicuous place at any office where sales or leases or offers to sell or lease Interests in this subdivision are regularly made. [Reference Business and Professions (B \&P.) Code Section IJ018.1(b)]
This report expires on the date shown above. All material changes must be reposed to the Department of Real Estate. (Refer to Section JJOJ2 of the B\&P Code; and Chapter 6, Title IO of the Callfornia Administrative Code, Regulation 2800.) Some material changes may require amendment of the Public Report; which Amendment must be obtained and used in lieu of this report.
Section 12920 of the California Government Code provides that the practice of discrimination in housing accommodations on the basis of race, color, religion, sex, martial status, national origin, physical handicap or ancestry, is against public policy.
Under Section 125.6 of the B\&P Code, Califomia real estate licensees are subject to disciplinary action by the Real Estate Commissioner if they discriminate or make any distinction or restriction in negotianting the sale. or lease of real property because of the race, color, sex, religion, ancestry, national origin, or physical handicap of the client. If any prospective buyer or lessee believes that a licensee is guilty of such conduct, (s )he should contact the Department of Real Estate.

READ THE ENTIRE REPORT ON THE FOLLOWING PAGES BEFORE CONTRACTING TO BUY OR LEASE AN INTEREST IN THIS SUBDIVISION.

## TRACT NO. 35647

THE UNINCORPORATED TERRITORY' OF THE COUNTY OF LOS ANGELES STATE OF CALIFORNIA
TEEREBY CERTIFY THAT I HAVE EXAMMiie U imion wimi That IT CONFORMS SUBSTANTIALYY TO THE TENTHTMA

 the Tentative Liap have been comples wht and THET I AM SATISFIED TIMT THIS MP IS TLCHMCOMY correct.
DATED:

$$
\begin{aligned}
& \text { COUITY ENGINEER OF LOS } \\
& \text { RCE: }: 19763 \\
& \text { EXP: } 9-30-89
\end{aligned}
$$

being a subdivision of the sw $1 / 4$ OF the se l/4 OF SECTION 34, T.IN.
R. 17 W., S.B.M. AND A PORTION OF PARCEL I, PARCEL MAP NO. 16199 PER MAP FILED IN BOOK I8O, PAGES 76 TO 80 INCLUSIVE OF: PATRCEL MAPS, RECORDS OF LOS ANGELES COUNTY.

TATEMENT:
OWNER's STATEMENT:


MOUNTAIN PARK ESTATES, A CORPORATION, OWNER.


St a a 4 unis
PRRESIDENT

THE RAPPAPORT COMPANY, BENEFICIARY UNDER DEED OF TRUST RECORDED 11, 1984 AS INSTRUMENT NO. 84-434726, OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

$\underset{\substack{\text { STEPMANA. } \\ \text { SECRETARY }}}{\text { Cataris }}$

CITY FEDERAL SAVINGS BANK, A FEDERAL SAVINGS BANK, BENEFICIARY
UNDER A DEED OF TRUST RECORDED MAY 17,1988 AS INSTRUMENT NO. 88-787875, OFFIC


THE SIGNATURE OF THE UNITED STATES OF AMERICA, EASEMENT HOLDER FOR DITCHES AND CANALS, AS DISCLOSED BY DEEEJ RECORDED IN BOOK . 12 , PAGE 110 OF PATENTS, RECORDS OF LOS ANGELES COUNTY, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(A)(4) OF THE SUBDIVISION MAP ACT

NOTE: PORTIONS OF LOTS 20, 2I AND 22 IN AND ADJACENT TO THE NATURAL DRAINAGE COURSES ARE SUBJECT TO FLOOD HAZARD

$$
89-1153415
$$

omsthan
$140^{\circ}$

SURVEYOR'S STATEMENT:
I hereby state OF CALIFORNIA: THAT THIS FINAL MAP, CONSISTING OF 5 SHEETS, IS A TRUE AND COMPLETE SURVEY AS SHOWN, AND WAS MADE BY ME OR UNDER MY direction on June 16, 1984; THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE OR WILL BE IN PLACA WITHIN TWENTY-FOUR MONTHS RNO TO ENABLE THE SURVEY TO BE RETRACED SAID MONUMENIS AOTES TO ALL CENTERLINE MONUMENTS SHOWN AS "TO BE AND THAT TIE NOTESLE AL THE ON FILE IN THE OF THE DIRECTOR OF PUBLIC works within twenty-four months from the filing date shown HEREON


THOMAS IACQGELLIS, L.S. 4574
IACOBELLI \& ASSOCIATES, INC.
LICENSE EXPIRES: $9-30-90$.
THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N OlOO4'10"E OF THE EASTERLY LINE

SE: ALL 2 IRON PIPES SHOWN AS 10 BE SET WILL BE. SET AND TAGGED L.S. 4574.
the county of los angeles is an easement holder for slope purIN LOS ANGELES COUNTY.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, ss
or thenek 15. 1989 BEFORE ME, DIANE L. MAAECIEL
H. RAPPAPORT PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT AS THE PRESIDENT, AND STEPHAN A. HARRIS PERSONALL KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENC O BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT AS THE SECRETARY OF MOUNTAIN PARK ESTATES, THE CORPORATION THAT EXECUTED TION EXECUTED THE WITHIN INSTRUMENT PURSUANT TO ITS BY-LAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS.

STATE OF CALIFORNIA ; SS.
 H. RAPPAPORT PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT AS THE PRESIDENT, AND STEPHAN A. HARRIS PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE SECRETARY OF THE RAPPAPORT COMPANY, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE WITHIN INSTRUMENT PURSUANT TO ITS BY-LAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS AS BENEFICIARY.

## fieare $x$. Navine <br> MY COMMISSION EXPIRES 11-6-89 <br> RESIDING IN <br> 

STATE OF CALIFORNIA
COUNTY OF ORANE
ON THIS IGTH DAY OF MMRCH, 1989, BEFORE ME, DENLSE KAMINSRA NRTUR H.WIULIC TN AND FOR SAID STATE, PERSVA TO ME ON THE BASIS OF SATISFACTTRY EVIDENCE TO BE THE PERCON WHO EXECUTED THE WITHIN INSTPUMENT AS THE VIPE RRESIDENF OF CITY FEDERAL SAVING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH BANK EXECUTED THE WITHIN
INSTRUMENT PURSUANT TO ITS BY-LAWS OR A RESOLUTION OF ITS BOARD DF NSTRUMENT PURSUANT TIARY

[^15]
## TRACT NO. 35647

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES STATE OF CALIFORNIA
 PER PARCEL MAP NO. 16199, P.M.B. 180-76-80.


## TRACT NO. 35647

in the unincorporated territory of the county of los angeles


IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES STATE OF CALIFORNIA


IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES
IN RE TRACT No. $\frac{356.47}{35647}$ it is ordered that the map
OF tract no. $\quad$ S HEREBY APPROVED. STATE OF CALIFORNIA

THE COUNTY OF LOS ANGELES CONSENTS TO THE RECORD
THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY ATION OF THE WITHIN OFFERTO DEDICATE. THAT THE OFF COUNTY OF LOS ANGELES, A GOVERNMENTAL AGENCY, IS
HEREBY ACCEPTED AND THE GRANTEE CONSENT TO THE FOR DEDICATION BE• AND THE SAME IS HEREBY
REJECTED THIS CONSENT IS NOT AN ACCEPTANCE OF THE HEREBY ACCEPTED AND THE GRANTEE CONSENTS TO THE RECORDATION THEREOF BY ITS AUTHORIZED OFFICER

## PRELIMINARY SUBDIVISION REPORT

FOR THE BENEFIT OF THE SUBDIVIDER, THE SUBDIVIDER'S ENGINEER OR SURVEYOR, THE COUNTY OF LOS ANGELES, AND ANY CITY WITHIN WHICH THE SUBDIVISION IS LOCATED.

| ORDER NO.: | $2018739-58$ |
| :--- | :--- |
| TRACT NO.: | 53338 |
| DATE: | FEBRUARY 1, 2001 AT 7:30 A.M. |

A PRELIMINARY EXAMINATION OF THOSE PUBLIC RECORDS WHICH, UNDER THE RECORDING LAWS, IMPART CONSTRUCTIVE NOTICE OF MATTERS AFFECTING THE TITLE TO THE LAND COVERED BY THE TENTATIVE SUBDIVISION MAP OF TRACT NO. 53338 PREPARED BY JACK RADZINSKI AND RECEIVED BY FIRST AMERICAN TITLE COMPANY OF LOS ANGELES ON ((NOT SHOWN) DISCLOSES THAT THE PARTIES WHOSE SIGNATURES WILL BE NECESSARY, UNDER•THE PROVISIONS OF THE SUBDIVISION MAP ACT, ON THE FINAL SUBDIVISION MAP OF SAID LAND, ARE AS SET FORTH BELOW.

THIS REPORT IS FURNISHED AS AN ACCOMMODATION FOR THE SOLE PURPOSE OF PRELIMINARY PLANNING AND FACILITATING COMPLIANCE WITH REQUIREMENTS NECESSARY FOR THE ISSUANCE OF A SUBDIVISION GUARANTEE. IT IS UNDERSTOOD THAT OUR LIABILITY IS SOLELY THAT EXPRESSED IN SUCH GUARANTEE, AND THAT NO LIABILITY SEPARATE FROM OR OTHER THAN OUR LIABILITY UNDER SAID GUARANTEE IS ASSUMED BY THIS REPORT, EXCEPT THAT IF NO GUARANTEE IS ISSUED UNDER THIS ORDER, THE AMOUNT PAID FOR THIS REPORT SHALL BE THE MAXIMUM LIABILITY OF THE COMPANY.

THE MAP REFERRED TO HEREIN IS A SUBDIVISION OF:
A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

1. AS OF THE DATE HEREOF, THE PARTY WHOSE SIGNATURE WILL BE NECESSARY, UNDER THE REQUIREMENTS OF THE SUBDIVISION MAP ACT, ON THE CERTIFICATES CONSENTING TO THE RECORDATION OF THE FINAL MAP OR PARCEL MAP OF SAID LAND AND OFFERING FOR DEDICATION ANY STREETS, ROADS, AVENUES AND OTHER EASEMENTS OFFERED BY SUCH MAP IS:

JOHN RADZINSKI, AKA JACK ROGERS, R.A. EIGENBRODT AND DORIS EIGENBRODT, TRUSTEES OF THE R.A. AND DORIS EIGENBRODT FAMILY TRUST DATED MARCH 17, 1999,

ROBERT W. TAYLOR AND JANET TAYLOR, TRUSTEES OR SUCCESSOR TRUSTEES OF THE R.W. AND G.J. TAYLOR REVOCABLE TRUST, ESTABLISHED ON APRIL 9, 1990, AND

MATTHEW B. MACK, TRUSTEE OR SUCCESSOR TRUSTEES OF THE R.W. AND G.J. TAYLOR CHARITABLE REMAINDER UNITRUST, ESTABLISHED ON JULY 27, 1990.
2. THE SIGNATURE OF THE PARTY NAMED HEREINAFTER AS OWNER OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a) (3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.
NATURE OF INTEREST: PUBLIC UTILITIES.
OWNER: GENERAL TELEPHONE COMPANY OF CALIFORNIA, A CORPORATION.
BY DOCUMENT RECORDED: MARCH 13, 1979 AS INSTRUMENT NO. 79-279135.
3. THE SIGNATURE OF THE PARTY NAMED HEREINAFTER AS OWNER OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a) (3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.
NATURE OF INTEREST: DRAINAGE PURPOSES.
OWNER:
OREN E. THOMPSON.
BY DOCUMENT RECORDED: APRIL 11, 1968 AS INSTRUMENT NO. 367.
4. THE SIGNATURE OF ONE OF THE PARTIES NAMED BELOW WILL BE REQUIRED AS TRUSTEE OR BENEFICIARY UNDER DEED OF TRUST.
RECORDED: DECEMBER 4, 1991 AS INSTRUMENT NO. 91-1904531.
TRUSTEE: FIRST AMERICAN TITLE CO. OF LOS ANGELES.
BENEFICIARY: ROBERT A. EIGENBRODT AND ASSOCIATES, INC. DEFINED BENEFIT PENSION PLAN.

IT WILL BE A REQUIREMENT OF THE LOCAL AGENCY, IN ORDER TO FILE THE MAP NAMED HEREIN, THAT ARRANGEMENTS BE MADE FOR BONDING/PAYMENT OF:

TAXES AND BONDS.
6. THE REQUIREMENT THAT THE COMPANY BE PROVIDED WITH TWO (2) PRINTS OF THE FINAL MAP NAMED HEREIN APPROVED BY THE LOCAL AGENCY, IN ORDER THAT THE COMPANY MAY ISSUE ITS GUARANTEE FOR SAID TRACT WHEN CALLED FOR BY THE CITY AND/OR COUNTY. MAP NO.: TRACT 53338.

First American Title Company
Los Angeles


FERNANDO ALEGRE, TITLE OFFICER
EXTENSION 5050
DIRECT FAX (818) 244-8939



## INTERIM BINDER

FEE $\$ 3,801.00$

# FIRST AMERICAN TITLE INSURANCE COMPANY <br> a corporation, 

hereby agrees that with the vestee named herein that it will issue, from and after the date shown below, its ALTA Standard Owners Policy policy of title insurance with a liability not exceeding $\$ 1,570,000.00$, showing title to the estate or interest described to be vested in the vestee named herein subject only to the exceptions shown herein and to all of the provisions of the policy; or, if a valid and sufficient instrument creating an insurable estate or interest in favor of the nominee of the vestee named herein is executed, delivered and recorded within two years from the date shown below, the policy will be issued as of the date of recording the instrument, insuring the estate or interest subject only to the aforesaid exceptions and provisions of the policy and to liens, encumbrances and any other matters which shall have intervened, occurred or attached, or become for the first time disclosed of record between the date stated below and the date of recording the instrument, |including those matters which may attach as a result of the recording.

This Binder is preliminary to the issuance of the policy of title insurance and shall become null and void 730 days from the date shown below or when the policy is issued, whichever shall first occur.

First American Title Insurance Company
Dated: April 06, 2006
gr

president
attest
secretary

SCHEDULE A

## The estate or interest in the land described or referred to herein is:

A fee.
A fee as to Parcel(s) 1, 2 \& 3, an easement as to Parcel(s) 1A, 2A, 3A, \& 3 B.
Title to the estate or interest covered hereby at the date hereof is vested in;
Haron Shabatian, a married man, as his sole and separate property, as to an undivided $50 \%$ interest and Fred Farzan, a married man, as his sole and separate propertiy, as to an undivided $50 \%$ interest, as tenants in common

## The land referred to herein is described as follows:

Real property in the City of unincorp, County of Los Angeles, State of California, described as follows:

PARCEL 1:
LOT 2 OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31, 1896.

PARCEL 1A:
AN EASEMENT AND RIGHT OF WAY, 40 FEET IN WIDTH FOR INGRESS AND EGRESS, ROADWAY, UTILITY AND OTHER INCIDENTAL PURPOSES ACROSS GOVERNMENT LOT 3 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND. SAID EASEMENT IS UNLOCATED.

PARCEL 2:
LOT 3 BEING THE FRACTIONAL NORTHEAST QUARTFR OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST; SAN BERNARDINQ MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31, 1896.

PARCEL 2A:
AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST HALF OF SECTION 34 AND THE SOUTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND. SAID EASEMENT IS UNLOCATED.

PARCEL 3 :

THE WEST 660.00 FEET MEASURED AT RIGHT ANGLES TO THE WEST 4 INE OF THE NORTH HALF OF THE SOUTHEAST QUARTER, IN SECTION 34, TOWNSHIP I NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 3A:
AN EASEMENT FOR ROAD PURPOSES, PUBLIC UTILITIES, SEWERS AND FOR SLOPE AND DRAINAGE PURPOSES OVER THAT PORTION OF THE EAST HALF OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, INCLUDED WITHIN A STRIP OF LAND 60.00 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF THE 60.00 FEET EASEMENT AS RESERVED IN THE QUITCLAIM DEED RECORDED OCTOBER 13, 1966 AS INSTRUMENT NO. 38 IN BOOK D3452 PAGE 331, OFFICIAL RECORDS, DISTANT NORTHERLY ALONG THE ARC OF A CURVE, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 37 DEGREES $27^{\prime} 20^{\prime \prime}$ AND AN ARC LENGTH OF 117.67 FEET , AS DESCRIBED IN SAID LAST MENTIONED RESERVATION, AN ARC DISTANCE OF 39.27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 63 DEGREES $35^{\prime}$ 08" WEST 134.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 43 DEGREES $37^{\prime} 28^{\prime \prime}$ AN ARC DISTANCE OF 76.14 FEET; THENCE SOUTH 19 DEGREES 57' 40 " WEST 142.97 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIỌNED CURVE THROUGH A CENTRAL ANGLE OF 38 DEGREES $16^{\prime} 54^{\prime \prime}$ AN ARC DISTANCE OF 66.81 FEET; THENCE SOUTH 58 DEGREES $14^{\prime} 34^{\prime \prime}$ WEST 91.97 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 72 DEGREES $16^{\prime \prime} 54^{\prime \prime}$ AN ARC DISTANCE OF 107.23 FEET; THENCE SOUTH 14 DEGREES $02^{\prime} 20^{\prime \prime}$ EAST 147.40 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE đONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 53 DEGREES $35^{\prime} 09^{\prime \prime}$ AN ARC DISTANCE OF 93.52 FEET; THENCE SOUTH 39 DEGREES $32^{\prime} 49^{\prime \prime}$ WEST 40.01 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES $15^{\prime} 06^{\prime \prime}$ AN ARC DISTANCE OF 39.99 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 4 DEGREES $27^{\prime} 43^{\prime \prime}$ WEST 224.88 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIIONED CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES $32^{\prime} 03^{\prime \prime}$ AN ARC DISTANCE OF 40.67 FEET; THENCE SOUTH 19 DEGREES 59' $46^{\prime \prime}$ WEST 229.37 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 54 DEGREES $33^{\prime} 13^{\prime \prime}$ AN ARC DISTANCE OF 71.41 FEET; THENCĖ SOUTH 34 DEGREES $33^{\prime} 27^{\prime \prime}$ EAST 18.69 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERSTERLY HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES $43^{\prime} 21^{\prime \prime}$ AN ARC DISTANCE OF 38.76 FEET; THENCE SOUTH 66 DEGREES $16^{\prime} 48^{\prime \prime}$ EAST 38.21 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A

RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES $08^{\prime} 09^{\prime \prime}$ AN ARC DISTANCE OF 62.47 FEET; THENCE NORTH 62 DEGREES $35^{\prime} 09^{\prime \prime}$ EAST 0.03 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES $15^{\prime} 16^{\prime \prime}$ AN ARC DISTANGE OF 36.92 FEET; THENCE NORTH 27 DEGREES $19^{\prime} 47^{\prime \prime}$ EAST 78.15 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE END OF SAID LAST MENTIONED CENTER LINE.

PARCEL 3B:
AN EASEMENT FOR ROAD PURPOSES, PUBLIC UTILITIES, SEWERS, AND FOR SLOPE AND DRAINAGGE PURPOSES OVER THAT PORTION OF SECTION 34, TOWNSHIT 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF INCLUDED WITHIN A STRIP OF LAND 60 FEET WIDE, LYING 30 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OH ELSIE DRIVE, 30 FEET WIDE, AS SAID DRIVE IS SHOWN ON THE MAP OF TRACT 8550, RECORDED IN BOOK 109 PAGES 77 TO 80 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE SOUTHERLY LINE OF SAID TRACT 8550, SAID CENTER LINE HAVING A BEARING OF NORTH 0 DEGREES $06^{\prime} 00^{\prime \prime}$ EAST FOR THE PURPOSES OF THIS DESCRIPTION; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY TANGENT TO SAID CENTER LINE AND HAVING A RADIUS OF 70 FEET, THROUGH A CENTRAL ANGLE OF 53 DEGREES $33^{\prime} 19^{\prime \prime}$, AN ARC DISTANCE OF 65.43 FEET; THENCE TANGENTT TO SAID CURVE, SOUTH 53 DEGREES $27^{\prime} 19^{\prime \prime}$ EAST 63.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 235 FEET; THE NCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 44 DEGREES 08' $14^{\prime \prime}$ AN ARC DISTANCE OF 181.03 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 9 DEGREES $19^{\prime} 05^{\prime \prime}$ EAST 14.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 100 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 37 DEGREES $06^{\prime \prime} 52^{\prime \prime}$ AN ARC DISTANCE OF 64.78 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 46 DEGREES $25^{\prime}$ 57" EAST 453.53 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 60 DEGREES 02' $44^{\prime \prime}$ AN ARC DISTANGE OF 104.80 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 13 DEGREES $36^{\prime} 47^{\prime \prime}$ WEST 79.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 180 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37 DEGREES $27^{\prime} 20^{\prime \prime}$ AN ARC DISTANCE OF 117.67 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 23 DEGREES $50^{\prime} 33^{\prime \prime}$ EAST 61.27 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE O\# 82 DEGREES $33^{\prime} 59^{\prime \prime}$ AN ARC DISTANCE OF 208.95 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 120 FEET; THENCE SOUTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 94 DEGREES 09' 27 " AN ARC DISTANCE OF 197.20 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 113 DEGREES $39^{\prime \prime} 24^{\prime \prime}$ AN ARC DISTANCE OF 99.18 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAV HAVING A RADIUS OF 131 FEET; THENCE NORTHEASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES $29^{\prime \prime} 42^{\prime \prime}$ AN ARC DISTANCE OF 58.29 FEET TO

# THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 245 FEET; THENCE NCRTHEASTERLY AND EASTERLY ALONG SAID LAST MENTIONED REVERSE CURVE THROUGH A CENTRAL ANGLE OF 68 DEGREES $51^{\prime} 30^{\prime \prime}$ AN ARC DISTANCE OF 294.44 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 82 DEGREES $31^{\prime} 56^{\prime \prime}$ EAST 573.95 FEET TO A POINT IN THE CENTER LINE OF OLD TOPANGA CANYON ROAD, 50 FEET WIDE, AS DESCRIBED IN DEED RECORDED OCTOBER 14, 1926 AS INSTRUMENT NO. 1776 IN BOOK 6029 PAGE 393, OFFICIAL RECORDS. <br> SAID EASEMENT TO TERMINATE NORTHERLY IN SAID SOUTHERLY LIN a OF TRACT 8550, AND TO TERMINATE EASTERLY IN THE WESTERLY LINE OF SAID OLD TOPANGA CANYON ROAD. 

APN: 4455-008-002 and 4455-008-003 and 4455-005-020

## Exceptions:

1. General and special taxes and assessments for the fiscal year 2006-2007. a lien not yet due or payable.
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. Any water rights or claims or title to water in or under the Land.
4. Covenants, conditions, restrictions and easements in the document reco ded December 21, 1925 as Book 4570 Page 24 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on face, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictipns violate Title 42, Section 3604(c), of the United States Codes or Section 12955 of the California 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.
(Affects Parcel 2A)
5. Covenants, conditions and restrictions, easements for any purpose inclufing but limited to, ingress, egress, public utilities, slopes pipelines, drainage, sanitary sewers, provisions and incidental purposes as disclosed by documents of record that affect the ingress and egress easement shown as Parcel 2A referred to in the legal description of said |land.
6. No assurance is given as to the exact location of the Ingress and Egress Parcels 1 A \& 2A in the legal description.
7. An easement for purposes herein stated, and rights incidental thereto as provided in a document For: public utilities.
Affects: Parcel 3.
Recorded: March 18, 1979 as Instrument No. 79-279135, Official Records.
8. The terms and provisions contained in the document entitled "Agreement Between West Basin Municipal Water District and Robert A. Eigenbrodt for Exemption of 1992-1993 Standby Charges" recorded March 20, 1997 as Instrument No. 97-423867 of Official Records.
(Affects Parcel 1)
9. The terms and provisions contained in the document entitled "Agreement Providing For Deferral of Land Water Standby Charge" recorded September 28, 1995 as Instrument No. 95-1573746 of Official Records.
(Affects Parcel 2)
10. An easement for purposes herein stated, and rights incidental thereto as provided in a document For: road purposes, public utilities, sewers and for slope and drainage purposes.
Affects: Parcel 3, as described therein.
Recorded: April 11, 1968 as Instrument No. 367, Official Records.
11. The terms and provisions contained in the document entitled "Agreement Among West Basin Municipal Water District And Mr. Robert W. Taylor and Ms. Grace J. Tay for for 1994/95 Reduction/Exemption Of Water Standby Charges" recorded July 28, 1995 as Instrument No. 951227195 of Official Records.
12. The terms and provisions contained in the document entitled "Agreement Among West Basin Municipal Water District And Robert W. and Grace J. Taylor for Exempti申n Of 1995/96 Standby Charges Assessor Parcel Number(s) 44555-005-020" recorded August 10, 1995 as Instrument No. 95-1306279 of Official Records.
13. The terms and provisions contained in the document entitled "Agreement Providing For Exemption Of Land From Water Standby Charges" recorded September 21, 1995 as Instrument No. 95-1540956 of Official Records.
14. The effect of a document entitled "Grant of Easements", recorded July 03-1902641 of Official Records.

## Affects Parcel 3

15. The terms and provisions contained in the document entitled "Notice of Consent to Use Land" recorded July 2, 2003 as Instrument No. 03-1902642 of Official Records;

## (Affects Parcel 3)

16. The terms and provisions contained in the document entitled "Notice of Consent to Use Land" recorded March 10, 2004 as Instrument No. 04-581345 of Official Records.
17. The terms and provisions contained in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04- 8836774 of Official Records.
(Affects Parcel 1)
18. The terms and provisions contained in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04 -2836775 of Official Records.
(Affects Parcel 3)
19. The terms and provisions contained in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04-2836776 of Official Records.
(Affects Parcel 2)
20. An easement for Ingress and egress, roadway, utility and other and incidental purposes in the document recorded November 29, 2004 as instrument No. 04-3073481 of Official Records.

The location of the easement cannot be determined from record information.
(Affects Parcel 2)
21. The effect of the terms and provisions contained in the document entitled "Certificate of Compliance" recorded February 4, 2005 as 05-272682 of Official Records.
(Affects Parçel 3)
22. The effect of the terms and provisions contained in the document entitled "Certificate of Compliance" recorded April 8, 2005 as $05-818628$ of Official Records.
(Affects Parcel 1)
23. A deed of trust to secure an indebtedness in the original principal amount of $\$ 715,000.00$ recorded April 06, 2006 as Document No.06-750525 of Official Records.

Dated:
Trustor:

Trustee:
Beneficiary:

March 28, 2006
Haron Shabatian, a married man as his sole and separate property, as to an undivided 50\% interest, and Fred Farzan, a married man as his sole and separate property, as to an undivided $50 \%$ interest, as tenants in common
First American Title Co., a California corporation
John Radzinski and Linda Marlene Radzinski, husband and wife as joint tenants, as to an undivided $34 \%$ niterest; Haven Exchange, Inc., as to an undivided $56 \%$ interest; and William H . Weidman, a single man, as to an undivided $10 \%$ interest, all as tenants in common
24. A deed of trust to secure an indebtedness in the original principal amount of $\$ 285,000.00$ recorded April 06, 2006 as Document No.06-750526 of Official Records. Dated: $\quad$ March 08, 2006
Trustor: Haron Shabatian, a married man as his sole and separate property, as to an undivided $50 \%$ interest, and Fred Farzan, a married man as his sole and separate property, as to an undivided $50 \%$ interest, as tenants in common
Trustee:
Beneficiary:

First American Title Co., a California cotporation Haven Exchange, Inc.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American 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.


# Policy of Title Insurance 



ISSUED BY

## First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. ....... The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
(a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. Any assessments for street improvements under construction completed at Date of Policy which now have gained or hereafter may gain priority over the insured mortgage; or
9. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule $A$, or the fallure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attomeys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Titie Insurance Company


## SCHEDULE A

Premium: $\quad \$ 150.00$

Amount of Insurance: $\quad \$ 715,000.00$
Policy Number: 1564266
Date of Policy: April 06, 2006 at 8:00 a.m.

1. Name of Insured:

John Radzinski and Linda Marlene Radzinski, as to an undivided 34\% niterest; Haven Exchange, Inc., as to an undivided $56 \%$ interest; and William $H$. Weidman, as to an undivided $10 \%$ interest
2. The estate or interest in the land which is encumbered by the insured mortgage is:

A fee.
3. Titie to the estate or interest in the land is vested in:

Haron Shabatian, a married man, as his sole and separate property, as to an undivided $50 \%$ interest and Fred Farzan, a married man, as his sole and separate property, as to an undivided $50 \%$ interest, as tenants in common
4. The insured mortgage and assignments thereof, if any, are described as follows: A deed of trust to secure an indebtedness in the original principal amount of $\$ 715,000.00$ recorded April 06, 2006 as Document No. 06-750525 of Official Records.

## Dated: $\quad$ March 28, 2006

Trustor: Haron Shabatian, a married man as his sole and separate property, as to an undivided 50\% interest, and Fred Farzan, a married man as his sole and separate property, as to an undivided $50 \%$ interest, as tenants in common
Trustee: $\quad$ First American Title Co., a California corporation
Beneficiary: John Radzinski and Linda Marlene Radzinski, husband and wife as joint tenants, as to an undivided $34 \%$ niterest; Haven Exchange, Inc., as to an undivided $56 \%$ interest; and William H. Weidman, a single man, as to an undivided $10 \%$ interest, all as tenants in common

## SCHEDULE A

(Continued)
5. The-land referred to in this policy is described as folliows:

Real property in the City of unincorp, County of Los Angeles, State of California, described as follows:

PARCEL 1:
LOT 2 OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31, 1896.

## PARCEL 1A:

AN EASEMENT AND RIGHT OF WAY, 40 FEET IN WIDTH FOR INGRESS AND EGRESS, ROADWAY, :UTILITY AND OTHER INCIDENTAL PURPOSES ACROSS GOVERNMENT LOT 3 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND. SAID EASEMENT IS UNLOCATED.

PARCEL 2:
LOT 3 BEING THE FRACTIONAL NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31, 1896.

PARCEL 2A:
AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST HALF OF SECTION 34 AND THE SOUTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND. SAID EASEMENT IS UNLOCATED.

PARCEL 3:
THE WEST 660.00 FEET MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER, IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDİINO MERIDIAÑ, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 3A:
AN EASEMENT FOR ROAD PURPOSES, PUBLIC UTILTIIES, SEWERS AND FOR SLOPE AND DRAINAGE PURPOSES OVER THAT PORTION OF THE EAST HALF OF SECTION 34, TOWNSHIP 1

NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, INCLUDED WITHIN A STRIP OF LAND 60.00 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:
beginning at a point in The center line of The 60.00 FEET EASEMENT AS RESERVED IN THE QUITCLAIM DEED RECORDED OCTOBER 13, 1966 AS INSTRUMENT NO. 38 IN BOOK D3452 PAGE 331, OFFICIAL RECORDS, DISTANT NORTHERLY ALONG THE ARC OF A CURVE, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 37 DEGREES 27' $20^{\prime \prime}$ AND AN ARC LENGTH OF 117.67 FEET, AS DESCRIBED IN SAID LAST MENTIONED RESERVATION, AN ARC DISTANCE OF 39.27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENGE SOUTH 63 DEGREES $35^{\prime} 08^{\prime \prime}$ WEST 134.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 43 DEGREES $37^{\prime \prime} 28^{\prime \prime}$ AN ARC DISTANCE OF 76.14 FEET; THENCE SOUTH 19 DEGREES 57 ' $40^{\prime \prime}$ WEST 142.97 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 38 DEGREES 16' 54" AN ARC DISTANCE OF 66.81 FEET; THENCE SOUTH 58 DEGREES $14^{\prime} 34^{\prime \prime}$ WEST 91.97 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLYHAVING A RADIUS OF 85.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 72 DEGREES $16^{\prime}$ 54" AN ARC DISTANCE OF 107.23 FEET; THENCE SOUTH 14 DEGREES $02^{\prime} 20^{\prime \prime}$ EAST 147.40 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERL $¥$ ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 53 DEGREES 35' 09" AN ARC DISTANCE OF 93.52 FEET; THENCE SOUTH 39 DEGREES $32^{\prime} 49^{\prime \prime}$ WEST 40.01 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES 15' 06" AN ARC DISTANCE OF 39.99 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 4 DEGREES $27^{\prime \prime} 43^{\prime \prime}$ WEST 224.88 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES $32^{\prime} 03^{\prime \prime}$ AN ARC DISTANCE OF 40.67 FEET; THENCE SOUTH 19 DEGREES $59^{\prime} 46^{\prime \prime}$ WEST 229.37 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 54 DEGREES $33^{\prime} 13^{\prime \prime}$ AN ARC DISTANCE OF 71.41 FEET; THENCE SOUTH 34 DEGREES $33^{\prime} 27^{\prime \prime}$ EAST 18.69 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL. ANGLE OF 31 DEGREES $43^{\prime} 21^{\prime \prime}$ AN ARC DISTANCE OF 38.76 FEET; THENCE SOUTH 66 DEGREES $16^{\prime} 48^{\prime \prime}$ EAST 38.21 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES 08' 09" AN ARC DISTANCE OF 62.47 FEET; THENCE NORTH 62 DEGREES $35^{\prime} 09^{\prime \prime}$ EAST 0.03 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES $15^{\prime} 16^{\prime \prime}$ AN ARC DISTANCE OF 36.92 FEET; THENCE NORTH 27 DEGREES $19^{\prime} 47^{\prime \prime}$ EAST 78.15 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE END OF SAID LAST MENTIONED CENTER LINE.

## PARCEL 3B:

AN EASEMENT FOR ROAD PURPOSES, PUBLIC UTILITIES, SEWERS, AND FOR SLOPE AND DRAINAGE PURPOSES OVER THAT PORTION OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF INCLUDED WITHIN A STRIP OF LAND 60 FEET WIDE, LYING 30 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:
beginning at the point of intersection of the center line of elsie drive, 30 Feet WIDE, AS SAID DRIVE IS SHOWN ON THE MAP OF TRACT 8550, RECORDED IN BOOK 109 PAGES 77 TO 80 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE SOUTHERLY LINE OF SAID TRACT 8550, SAID CENTER LINE HAVING A BEARING OF NORTH 0 DEGREES $06^{\prime} 00^{\prime \prime}$ EAST FOR THE PURPOSES OF THIS DESCRIPTION; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY TANGENT TO SAID CENTER LINE AND HAVING A RADIUS OF 70 FEET, THROUGH A CENTRAL ANGLE OF 53 DEGREES $33^{\prime} 19^{\prime \prime}$, AN ARC DISTANCE OF 65.43 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 53 DEGREES $27^{\prime}$ 19" EAST 63.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 235 FEET; THENCE SOUTHERLY ALONG SAID LASTMENTIONED CURVE THROUGH A CENTRAL ANGLE OF 44 DEGREES $08^{\prime} 14^{\prime \prime}$ AN ARC DISTANCE OF 181.03 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 9 DEGREES $19^{\prime} 05^{\prime \prime}$ EAST 14.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 100 FEET; THENCE SOUTHERLY ALONG SAID LAST - MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 37 DEGREES $06^{\prime} 52^{\prime \prime}$ AN ARC DISTANCE OF 64.78 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 46 DEGREES $25^{\prime}$ $57^{\prime \prime}$ EAST 453.53 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 60 DEGREES $02^{\prime} 44^{\prime \prime}$ AN ARC DISTANCE OF 104.80 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 13 DEGREES $36^{\prime} 47^{\prime \prime}$ WEST 79.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 180 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37 DEGREES $27^{\prime} 20^{\prime \prime}$ AN ARC DISTANCE OF 117.67 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 23 DEGREES $50^{\prime} 33^{\prime \prime}$ EAST 61.27 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82 DEGREES $33^{\prime \prime} 59^{\prime \prime}$ AN ARC DISTANCE OF 208.95 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 120 FEET; THENCE SOUTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 94 DEGREES $09^{\prime} 27^{\prime \prime}$ AN ARC DISTANCE OF 197.20 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 113 DEGREES $39^{\prime} 24^{\prime \prime}$ AN ARC DISTANCE OF 99.18 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 131 FEET; THENCE NORTHEASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES $29^{\prime} 42^{\prime \prime}$ AN ARC DISTANCE OF 58.29 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 245 -FEET;-THENGE NORTHEASTERLY AND EASTERLY ALONG SAID LAST MENTIONED REVERSE CURVE THROUGH A CENTRAL ANGLE OF 68 DEGREES $51^{\prime} 30^{\prime \prime}$ AN ARC DISTANCE OF 294.44 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 82 DEGREES $31^{\prime} 56^{\prime \prime}$ EAST 573.95 FEET TO A POINT IN THE CENTER LINE OF OLD TOPANGA CANYON ROAD, 50 FEET WIDE, AS DESCRIBED IN DEED RECORDED OCTOBER 14, 1926 AS INSTRUMENT NO. 1776 IN BOOK 6029 PAGE 393, OFFICIAL RECORDS.

SAID EASEMENT TO TERMINATE NORTHERLY IN SAID SOUTHERLY LINE OF TRACT 8550, AND TO TERMINATE EASTERLY IN THE WESTERLY LINE OF SAID OLD TOPANGA CANYON ROAD.

APN: 4455-008-002 and 4455-008-003 and 4455-005-020

## SCHEDULE B

## EXCEPTIONS FROM COVERAGE

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

## PART ONE

## SECTION ONE

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. 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.

## SECTION TWO

1. General and special taxes and assessments for the fiscal year 2006-2007, a lien not yet due or payable.
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.

Although the above supplemental taxes may be a lien, the installments thereof are not yet due or payable.
3. Any water rights or claims or titie to water in or under the Land.
4. Covenants, conditions, restrictions and easements in the document recorded December 21, 1925 as Book 4570 Page 24 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Section 12955 of the California 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.

## (Affects Parcel 2A)

5. Covenants, conditions and restrictions, easements for any purpose including but limited to, ingress, egress, public utilities, slopes pipelines, drainage, sanitary sewers, provisions and incidental purposes as disclosed by documents of record that affect the ingress and egress easement shown as Parcel 2A referred to in the legal description of said land.
6. No assurance is given as to the exact location of the Ingress and Egress Easement shown as Parcels 1A \& 2A in the legal description.
7. An easement for purposes herein stated, and rights incidental thereto as provided in a document For: püblic utilities.
Affects: Parcel 3.
Recorded: March 18, 1979 as Instrument No. 79-279135, Official Records.
8. The terms and provisions contained in the document entitled "Agreement Between West Basin Municipal Water District and Robert A. Eigenbrodt for Exemption of 1992-1993 Standby Charges" recorded March 20, 1997 as Instrument No. 97-423867 of Official Records.
(Affects Parcel 1)
9. The terms and provisions contained in the document entitled "Agreement Providing For Deferral of Land Water Standby Charge" recorded September 28, 1995 as Instrument No. 95-1573746 of Official Records.

## (Affects Parcel 2)

10. An easement for purposes herein stated, and rights incidental thereto as provided in a document For: road purposes, public utilities, sewers and for slope and drainage purposes.
Affects: Parcel 3, as described therein.
Recorded: April 11, 1968 as Instrument No. 367, Official Records.
11. The terms and provisions contained in the document entitled "Agreement Among West Basin Municipal Water District And Mr. Robert W. Taylor and Ms. Grace J. Taylor for 1994/95 Reduction/Exemption Of Water Standby Charges" recorded July 28, 1995 as Instrument No. 951227195 of Official Records.
12. The terms and provisions contained in the document entitled "Agreement Among West Basin Municipal Water District And Robert W. and Grace J. Taylor for Exemption Of 1995/96 Standby Charges Assessor Parcel Number(s) 44555-005-020" recorded August 10, 1995 as Instrument No. 95-1306279 of Official Records.
13. The terms and provisions contained in the document entitled "Agreement Providing For * Exemption Of Land From Water Standby Charges" recorded September 21, 1995 as Instrument No. 95-1540956 of Official Records.
14. The effect of a document entitled "Grant of Easements", recorded July 2, 2003 as Instrument No. 03-1902641 of Official Records.

## Affects Parcel 3

15. The terms and provisions contained in the document entitled "Notice of Consent to Use Land" recorded July 2, 2003 as Instrument No. 03-1902642 of Official Records.
(Affects Parcel 3)
16. The terms and provisions contained in the document entitled "Notice of Consent to Use Land" recorded March 10, 2004 as Instrument No. 04-581345 of Official Records.
17. The terms and provisions contained in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04-2836774 of Official Records.

## (Affects Parcel 1)

18. The terms and provisions contained in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04-2836775 of Official Records.

## (Affects Parcel 3)

19. The terms and provisions contained in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04-2836776 of Official Records.
(Affects Parcel 2)
20.-- An-easement-Ior-Ingress-and egress,-roadway, utility and other-and.jncidental-purposes in the document recorded November 29, 2004 as instrument No. 04-3073481 of Official Records.

The location of the easement cannot be determined from record information.
(Affects Parcel 2)
21. The effect of the terms and provisions contained in the document entitled "Certificate of Compliance" recorded February 4, 2005 as 05-272682 of Official Records.
(Âffects Parcel 3)
22. The effect of the terms and provisions contained in the document entitled "Certificate of Compliance" recorded April 8, 2005 as 05-818628 of Official Records.
(Affects Parcel 1)

## SCHEDULE B

## PART TWO

In addition to the matters set forth in Part One of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:
23. A deed of trust to secure an indebtedness in the original principal amount of $\$ 285,000.00$ recorded April 06, 2006 as Document No.06-750526 of Official Records.
Dated: March 08, 2006

Trustor: Haron Shabatian, a married man as his sole and separate property, as to an undivided $50 \%$ interest, and Fred Farzan, a married man as his sole and separate property, as to an undivided $50 \%$ interest, as tenants in common
Trustee: First American Titie Co., a California corporation Beneficiary: Haven Exchange, Inc.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American 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.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this Policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:
1.(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to
(i) the occupancy, use, or enjoyment of the land;
(ii) the-character, dimensions or location of any improvement now or hereafter erected on the land;
(iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or
(iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from
coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to
the Company by the insured claimant prior to the date the insured claimant became an insured under this Policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this Policy insures the priority of the.lien of the insured mortgage over any statutory lien for services, labor or material; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transation evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materiats over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgage insured by this Policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(i) to timely record the instrument of transfer; or
(ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## CONDITIONS AND STIPULATIONS

## 1. DEFINITION OF TERMS.

The following terme when used in this policy mean:
(a) "insured": the insured named in Schedule A. The term "insured" also includes:
(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any such successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);
(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not:
(iil) the parties designated in Section 2(a) of these Conditions and Stipulations.
(b) "insured clainant": an insured claiming loss or damage.
(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, tttle, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

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(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1 (a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located. (g) "unmarketability of the titie": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE.

(a) After Acquisition of Title: The coverage of this policy shall continue in force as of Date of Policy in favor of
(i) an insured who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage;
(ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds', and.
(iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.
(b) After Conveyance of Title: The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either
(i) an estate or interest in the land, or
(ii) an indebtedness secured by a purchase money mortgage given to an insured.
(c) Amount of Insurance: The amount of insurance after the acquisition or after the conveyance shall in neither event exceed the least of:
(i) The amount of insurance stated in Schedule $A_{i}$
(ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or
(iii) The amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing
(i) in case of any litigation as set forth in Section 4(a) below,
(ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the jien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liabie by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company; then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

## 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have 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 stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.
(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the titie to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shail not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
(c) Whenever the Company shall have brought ain action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.
(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid
(i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and
(ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

## 5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the titie, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the

Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.
In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Fallure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

In case of a claim under this policy, the Company shall have the following additional options:
(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the indebtedness.
(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or (ii) to purchase the indebtedness secured by the insured mortgage for the amount owing therean together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay. If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.
Upon the exercise by the Company of the options provided for in paragraphs a(i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute or continue any Itigation, and the policy shall be surrendered to the Company for cancellation.
(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.
(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which 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, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.
Upon the exercise by the Company of either of the options provided for in paragraphs b ( i ) or (ii); the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

## 7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.
(a) The liability of the Company under this policy shall not exceed the least of:
(i) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;
(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or
(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect,
lien or encumbrance insured against by this policy.
(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.
(c) The Company will pay only those costs, attorneys' fees and expenses incurred in actordance with Section 4 of these Conditions and Stipulations.
8. LIMITATION OF LIABILITY.
(a) If the Company establishes the title, or removes the alleged defect, lien or cncumbrance, or cures the lack of a right of access to or from the land,
or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner
by any method, including litigation and the completion of any appeais therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
(b) Inthe event of litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured.
(c) The Company shall not be liable for loss or damage to any 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 shall not be liable for:
(i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or
(ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.
9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF EIABILITY.
(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of the insurance afforded under this policy except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.
(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the amount of insurance stated in Schedule A.
(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in Section 2(a) of these Conditions and Stipulations.

## 10. LIIABILTTY NONCUMULATTVE,

If the-insured acquires title to the estate-or interest in satisfaction of the indebtedness secured by-the insured mortgage, or-any part thereof $\mathrm{m}_{-} \mathrm{t}$-is. expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay 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 hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule $A$, and the amount so paid shall be deemed a payment under this policy.

## 11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
(b)When liability and the extent of loss ar damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

## 12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.
The Company-stall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person orproperty in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit 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 or remedies.
If a payment on account of a claim does not fully cover the loss of the insured claimant the Company shall be subrogated to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest and costs of collection.
(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by an insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.
When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

## (c) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.
The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1 (a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this polity, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

## 13. ARBITRATION.

Unless prohibited by applicable law, elther the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. 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. All abbitrable matters when the Amount of Insurance is $\$ 1,000,000$ or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of $\$ 1,000,000$ shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may indude attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator( 5 ) may be entered in any court having jurisdiction thereof.
The laws of the situs of the land shall appiy to an arbitration under the Title Insurance Arbitration Rules.
A copy of the Rules may be obtained from the Company upon request.
14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.
(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.
(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.
Form No. 1056.92 (10/17/92) Order Number: 1564266

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## 15. SEVERABILTTY.

In the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.
I6. NOTICES, WHERE SENT.
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 1 First American Way, Santa Ana, California, 92707 or to the office which issued this policy.


NOTE: This map is a compilation of data by
First American Title Insurance Company for use by First American for underwriting purposes only. This map should not be used as a survey or relied upon for any purpose other than that stated in this paragraph. First American expressly disclaims any duty, responsibility, or liability which may arise by use of this map other than for the purpose stated in this paragraph.

## FIRST AMERICAN TITLE INSURANCE COMPANY <br> EXPRESSMAP ${ }^{\text {m }}$

COMPLETED: 09/20/04 REVISED: 02/24/06 AERIAL SUPLIED BY CUSTOMER ORDER NUMBER: 1564266(50) EM 252



First American Title Insurance Company
Cris N. Perez, Assistant Vice President
Corporate Staff Underwriting - Waterways, Boundaries \& Mapping 2640 Cordova Lane, Suite 103 - Rancho Cordova, California, 95670 Phone: 916-852-6705 - Fax: 916-852-8014

July 9, 2004

TO: Steven Clark<br>First American Title<br>520 North Central Ave<br>Glendale, CA. 91203

Re: ExpressMap EM 252, Policy No. 1564266
The enclosed ExpressMap 252 shows the parcel as described in the policy.
Item 1 Taxes, Not shown on Expressmaps.
Item 2 Taxes, Not shown on Expressmaps.
Item 3 Taxes, Not shown on Expressmaps.
Item 4 Taxes, Not shown on Expressmaps.
Item 5 Taxes, Not shown on Expressmaps.
Item 6 Taxes, Not shown on Expressmaps.
Item 7 An easement for public utilities, Not Plottable from scale of photo supplied by client.
Item 8 Deed of Trust Not shown on Expressmaps.
Item 9 Agreement Between West Basin Municipal Water District Not Plotted.
Item 10 Agreement Between West Basin Municipal Water District Not Plotted.
Item 11 Easement for sewers, slope and drainage, Same as Parcel 3, Parcel 3-A and Parcel 3-B.
Item 12 Agreement Between West Basin Municipal Water District Not Plotted.
Item 13 Agreement Between West Basin Municipal Water District Not Plotted.
Item 14 Agreement Providing for Exemption of Land From Water Standby Charges, Not Plotted.
Item 15 Judgment Not Plotted.
Item 16 Judgment Not Plotted.
Item 17 Grant of Easements, Same as Parcel 3, Parcel 3-A and Parcel 3-B.
Item 18 Notice of Consent To Use Land, Not Plotted.
Item 19 Statements, Not Plotted.
Item 20 With respect to the trust referred to in vesting, Not Plotted.

## ENDORSEMENT

Attached to Policy No. 1564266

## Issued By

## First American Title Insurance Company

The Company hereby insures the insured against loss or damage sustained or incurred by the insured by reason of the following:

1. The failure of the ExpressMan ${ }^{\mathrm{TM}}$ EM 252, Calabasas made by First American Title Insurance Company completed as of September 20, 2004, under Order 1564266, aerial supplied by Jack Radzinski, (the "ExpressMap ${ }^{\text {TM }}$ "), to delineate the same land as the land described in the policy to which this endorsement is attached.
2. There being any observable easements or uses of the land except as shown on the ExpressMap ${ }^{\mathrm{TM}}$.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Date: September 20, 2004
First American Title Insurance Company

By:


## Authorized Signatory <br> Chris N. Perez

F.A. Special - ExpressMan ${ }^{\text {TM }}$ Certification Endorsement (7-11-02)

ALTA Owner's or Loan Policy

Note:
This aerial photograph was supplied by the customer and not ortho-corrected to scale. Any appearances of gaps or overlaps are a result of this distortion and have been investigated.

Extended coverage may be provided to the client through the endorsement enclosed. After your review please forward copies.

## The attached endorsement and or the following can be used in the policy to replace the Survey Exception:

The Company hereby insures the insured against loss or damage sustained or incurred by the insured by reason of the following:

1. The failure of the ExpressMap ${ }^{\mathrm{TM}}$ made by First American Title Insurance Company completed as of September 20, 2004 under Order No. 1564266, EM 252, aerial photograph supplied by client (the ExpressMap ${ }^{\text {TM }}$ ), to delineate the same land as the land described in the policy to which this endorsement is attached.
2. There being any observable easements or uses of the land except as shown on ExpressMap ${ }^{\text {TM }}$ EM 252.

Thanks
Cris



MINUTES OF THE BOARD OF SUPERVISORS COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

Violet Varona-Lukens, Executive Officer
Clerk of the Board of Supervisors
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Director of Planning

At its meeting held December 7, 2004, the Board took the following action:
50
The following item was called up for consideration:
Ordinance for adoption amending the County Code, Title 22 -
Planning and Zoning, revising the Santa Monica Mountains North Area Community Standards District ("CSD") to establish restrictions for grading and ridgeline development within the CSD.

Philip Atwell, Stanley Lamport and Anne Hoffman addressed the Board. Ron Hoffman, representing the Department of Regional Planning answered questions posed by the Board.

After discussion, Supervisor Burke requested the Director of Planning to establish within the Department a mechanism to prioritize the processing of any variance case submitted in the Santa Monica Mountains as a result of the aforementioned ordinance.

After further discussion, on motion of Supervisor Yaroslavsky and duly carried by the following vote: Ayes: Supervisors Burke, Yaroslavsky, and Molina; Noes: Supervisors Knabe and Antonovich, the Board took the following actions:

1. Adopted the attached Ordinance No. 2004-0072 entitled, "An ordinance amending Title 22 - Planning and Zoning of the Los Angeles County Code, relating to the Santa Monica Mountains North Area Community Standards District ("CSD"), to establish restrictions for grading and ridgeline development within the CSD." This ordinance shall take effect January 6, 2005; and
(Continued on Page 2)

50 (Continued)
2. Instructed the Director of Planning to establish within the Department a mechanism to prioritize the processing of any variance case submitted in the Santa Monica Mountains as a result of the aforementioned ordinance.

02120704_50
Attachment
Copies distributed:
Each Supervisor
Chief Administrative Officer
County Counsel


## ANALYSIS

This ordinance amends Title 22 - Planning and Zoning of the Los Angeles County Code by revising Section 22.44.133 relating to the Santa Monica Mountains North Area Community Standards District ("CSD") to establish restrictions for grading and ridgeline development within the CSD.

RAYMOND G. FORTNER, JR.
County Counsel

By


LAWRENCE L. HAFETZ
Principal Deputy County Counsel
Public Works Division

## LLH:di

11/17/04 (requested)
11/30/04 (revised)

## ORDINANCE NO.

An ordinance amending Title 22 - Planning and Zoning of the Los Angeles County Code, relating to the Santa Monica Mountains North Area Community Standards District ("CSD"), to establish restrictions for grading and ridgeline development within the CSD.

The Board of Supervisors of the County of Los Angeles ordains as follows:
SECTION 1. Section 22.44.133 is hereby amended to read as follows:

### 22.44.133 Santa Monica Mountains North Area Community Standards

## District.

D. Community-wide Development Standards.
4. Grading.
a. __No grading permit shall be issued for development associated with a land division prior to the recordation of the final map, except as specifically authorized by the conditions of an approved tentative map.
b. A conditional use permit as provided in Part 1 of Chapter 22.56 shall be required for any grading on a lot or parcel of land, or in connection with any project, that exceeds 5,000 cubic yards of total cut plus total fill material. For purposes of computing the 5,000 cubic yard threshold amount, grading necessary to establish a turnaround required by the county fire department, but not the grading for
any access road or driveway leading to such turnaround, shall be excluded. In addition to the requirements of Subsection $A$ of Section 22.56.090, findings shall be made that the grading will be performed in a manner that minimizes disturbance to the natural landscape and terrain through design features for the project, such as, but not limited to, locating the building pad in the area of the project site with the least slope, clustering structures, and locating the project close to a paved street traveled by the public. Findings shall also be made that the grading will be accompanied by other project features that maximize preservation of visual quality and community character through design features such as, but not limited to, reduced structural height, use of architectural features such as shape, materials, and color to promote blending with the surrounding environment, and use of locally indigenous vegetation for concealment of the project. A list of locally indigenous vegetation appropriate for this Community Standards District shall be maintained by the director.
c. An approved haul route shall be required for the offsite transport of 1,000 cubic yards or more of cut or fill material, or any combination thereof.
d. Grading shall not begin during the rainy season, defined as

October 15 of any year through April 15 of the subsequent year.
5. Significant Ridgeline Protection.
a. Ridgelines are defined as the line formed by the meeting of the tops of sloping surfaces of land. Significant ridgelines are ridgelines which, in general, are highly visible and dominate the landscape. The location of the significant ridgelines within this Community Standards District, and the criteria used for their
designation, are set forth on the official Santa Monica Mountains North Area Plan Significant Ridgeline Map, prepared and maintained in the offices of the county department of regional planning, which is adopted by reference as part of this ordinance, and on the map and corresponding appendix following this Section.
b. The highest point of a structure that requires any permit shall be located at least 50 vertical feet and 50 horizontal feet from a significant ridgeline, excluding chimneys, rooftop antennas, wind energy conversion systems, and amateur radio antennas.

## c. Where structures on a lot or parcel of land cannot meet the

 standards prescribed by subsection D.5.b, above, a variance as provided in Part 2 of Chapter 22.56 shall be required. In addition to the required findings set forth in Subsection A of Section 22.56.330, findings shall be made that: (1) alternative sites within the property or project have been considered and eliminated from consideration based on physical infeasibility or the potential for substantial habitat damage or destruction if any such alternative site is used; and (2) the proposed project maintains the maximum view of the applicable significant ridgeline through the use of design features for the project such as, but not limited to, minimized grading, reduced structural height, clustered structures, shape, materials, and color that allow the structures to blend with the natural setting, and use of locally indigenous vegetation for concealment of the project, as described on the list referenced in subsection D.4.b.56. Schools. A conditional use permit shall be required for all schools otherwise permitted in the basic zone, through grade 12, accredited, including appurtenant faciilities, which offer instruction required to be taught in the public schools by the Education Code of the State of California, in which no pupil is physically restrained, but excluding trade or commercial schools.
G. Applicability.
57. The provisions of subsections D.4.b, D.4.c, D.4.d, and D. 5 shall not apply to a new development project where, as of the effective date of the ordinance adding those subsections, any of the following has occurred related to such project:
a. A complete application has been submitted for any subdivision, permit, variance or site plan review;
b. At least one public hearing session has been conducted on any application described in subsection a, above; or
c. A final approval has previously been granted for any application described in subsection a, above, provided that the building location and anticipated grading for the project are clearly depicted on the approved project plans and the project is developed in accordance with those plans.

For purposes of this subsection G.1, a complete application shall be defined as an application that the director finds to contain all of the required documents and information so as to allow the matter to be scheduled for any applicable public hearing or decision.
2. Notwithstanding the provisions of subsection D.5, a person shall have the right to repair or replace a damaged or destroyed residence or accessory structure(s) which, as of the effective date of the ordinance adding that subsection, was legally established, provided such repaired or replaced residence or accessory structure(s) is built in substantially the same location as the one that was damaged or destroyed. Proof that the residence or accessory structure(s) was legally established shall be demonstrated to the director prior to the commencement of any construction activity. The repaired or replaced residence or accessory structure(s) may be enlarged cumulatively up to 25 percent or 1,200 square feet, whichever is less, based on the gross floor area existing immediately before such residence or accessory structure(s) was damaged or destroyed. A different location for the residence or accessory structure(s) may be approved by the director if the applicant shows that the new location will avoid known hazards on the project site, such as geotechnical, fire, and/or hydrologic hazards, and also shows that such other location will not result in damage to significant biological resources.
3. A legaily established residence or accessory structure(s) existing as of the effective date of the ordinance adding subsection D. 5 that is located on a significant ridgeline, or within the ridgeline protection area of 50 vertical and 50 horizontal feet from the significant ridgeline, may be cumulatively enlarged up to 25 percent or 1,200 square feet of gross floor area, whichever is less. Proof that the residence or accessory structure(s) was legally established shall be demonstrated to the director prior to the commencement of any construction activity.
4. Any amount of legal grading that has occurred on a lot or parcel of land, or in connection with a project, prior to the effective date of the ordinance adding subsections D.4.b and D.4.c, shall not be counted toward the grading thresholds set forth in those subsections. Proof that such grading was legal shall be demonstrated to the director prior to the commencement of any construction activity. Any grading on a lot or parcel of land, or in connection with a project or any subsequent project, which is undertaken at any time after the effective date of the ordinance adding subsections D.4.b and D.4.c, other than grading completed for a project described in subsection G.1, above, shall be counted cumulatively toward the grading thresholds set forth in those subsections.

APPENDIX FOR SECTION 22.44.133

## SANTA MONICA MOUNTAINS NORTH AREA COMMUNITY STANDARDS DISTRICT CRITERIA FOR SIGNIFICANT RIDGELINES

The designation of the significant ridgelines within the Santa Monica Mountains
North Area Community Standards District is based on the following criteria:

- Topographic complexity: Ridges that have a significant difference in elevation from the valley or canyon floor. Generally, these ridges are observable from any location on the valley floor, from a community, or from a public road. Geologic conditions in the Santa Monica Mountains North Area make this a common condition.
- Near/far contrast: Ridges that are a part of a scene that includes a prominent landform in the foreground and a major backdrop ridge with an unbroken skyline. This includes a view into a valley from a public road or viewpoint located at a higher altitude, such as along the valley rim or a pass. Often, layers of ridges are visible into the distance, such as when looking west from Topanga Canyon Boulevard over Henry Ridge to Saddle Peak, and from Mulholland Highway looking east toward Cornell and Malibu Lake. This contrast can be experienced viewing an entire panorama or a portion of a panorama from an elevated point.
: Cultural landmarks: Ridges that frame views of well-known locations, structures, or other places, which are considered points of interest in the Santa Monica Mountains North Area. These landmarks include Paramount Ranch, Peter Strauss Ranch, and Malibu Lake.
- Uniqueness and character of a specific location: Peaks and their buttressing ridges. This is represented by ridges that frame rocky outcroppings, other unique geological features, and areas of extraordinary natural beauty, such as Ladyface Mountain and Saddle Rock. Ridges that frame Malibu Canyon-Las Virgenes Road - a state-designated county scenic highway - Mulholland Highway, Kanan Road, Topanga Canyon

Boulevard, and other scenic routes are also included.

## - Existing community boundaries and gateways: Ridges and surrounding

terrain that provide the first view of predominantly natural, undeveloped land as a traveler emerges from the urban landscape. These lands introduce visitors to the visual experiences they will encounter in the Santa Monica Mountains North Area. Community boundaries and gateways include the surrounding ridges that provide a skyline and boundary to the rural communities found in the North Area. Examples include the ridges viewed from the Ventura Freeway traveling west from Calabasas, and the ridges along Triunfo and Lobo Canyons.


SECTION 2 . This ordinance shall be published in The Daily Commerce a newspaper printed and published in the County of Los Angeles.

## ATTEST:


Executive Officer - Clerk of the Board of Supervisors of the County of Los Angeles


I hereby certify that at its meeting of December 7,2004, the foregoing ordinance was adopted by the Board of Supervisors of said County of Los Angeles by the following vote, to wit:


Effective Date: January 6, 2005
Operative Date: $\qquad$

Viveirarona-Lukins
Executive Officer - Clerk of the Board of Supervisors of the County of Los Angeles


2004-0072

Our office is closed on Fridays. I can't really afford to spend time discussing old cases since I have a huge caseload I need to deal with. I can have the file pulled from storage and ready so you can look through it when you come in. I remember there was an access easement and they had a map showing the easement location, but I don't recall all the details. It should still be in the file. Tuesday morning, around 10 am would probably be the best time to come in and look at the file, but I can't spend more than a couple of minutes to discuss it.

Richard Claghorn

From: jeffrey dondanville [mailto:jwdondanville@gmail.com]
Sent: Thursday, May 14, 2009 7:35 AM
To: Claghom, Richard
Subject: Plot Plan 200400426 (Amendment)

Mr. Claghorn: I have been retained by First American Title Insurance Co. to investigate the access to the property in the referenced plot plan. I would greatly appreciate it if I could meet with you briefly to go over the plot plan and the access questions relating to it. Please let me know if you have any time on Friday or next Tuesday or any other day. It shouldn't take very long. Thank you so much.

Jeffrey Dondanville
Land Title Investigations
949-468-9188

Jeffrey Dondanville
949-468-9188

## Jeffrey Dondanville

949-468-9188

On Tue, May 19, 2009 at 7:43 AM, Claghom, Richard [rclaghorn@planning.lacounty.gov](mailto:rclaghorn@planning.lacounty.gov) wrote:
Mr. Dondanville,

We haven't been able to locate this file (RPP 200400426). I saw it a few months ago, but it is not where it should be right now. We'll continue to search for it and let you know when it's been located. I'm sorry for the inconvenience.

Richard Claghorn

From: jwdondanville@gmail.com [mailto:jwdondanville@gmail.com]
Sent: Thursday, May 14, 2009 10:22 AM

To: Claghorn, Richard
Subject: Re: Plot Plan 200400426 (Amendment)

Ok thanks. See you on Tuesday
Sent from my Verizon Wireless BlackBerry

From: "Claghorn, Richard"
Date: Thu, 14 May 2009 09:22:11-0700
To: jeffrey dondanville[jwdondanville@gmail.com](mailto:jwdondanville@gmail.com)
Subject: RE: Plot Plan 200400426 (Amendment)
Our office is actually in downtown LA, in the Hall of Records Bldg. ( 320 W. Temple St., Room 1360) ( $13^{\text {dh }}$ floor),

From: jeffrey dondanville [mailto:jwdondanville@gmail.com]
Sent: Thursday, May 14, 2009 8:25 AM
To: Claghom, Richard
Subject: Re: Plot Plan 200400426 (Amendment)

That would be wonderful. I assume that you are in the County facility in Alhambra. I will see you at 10 am on Tuesday. It won't take long. Thanks.

On Thu, May 14, 2009 at 8:11 AM, Claghorn, Richard [rclaghorn@planning.lacounty.gov](mailto:rclaghorn@planning.lacounty.gov) wrote:
5. Would an access easement thrd Mountain Park Estates (Tract 35647 to t Vest of the Plan) have made any difference in the approval or rejection of the plan? Was there any discussion about that access route?

As to Plot Plans 200400400 and 200400398:

1. Were these plans reviewed by the County?
2. Did the County take a position on these plans?
3. Did any access questions arise? If so what concerns about access were addressed if any?
4. Did the access, or lack of access, through Mountain Park Estates (Tract 35647) come up?

Lastly, who would I contact at the County to ask about obtaining an easement over County owned land in the Calabasas Peak area (over Calabasas Peak Motorway)?

Thanks for your help.

Jeff Dondanville
Land Title Investigations
949-468-9188
On Tue, May 19, 2009 at 8:32 AM, jeffrey dondanville [jwdondanville@gmail.com](mailto:jwdondanville@gmail.com) wrote:
The same people also submitted plans under numbers 200400400 and 200400398. Would you be able to pull those so I may ask a few questions about them? Thanks for your help.

Jeff Dondanville
Land Title Investigations

If a residence is proposed on any of these 3 parcels. it would need to be outside of the ridgeline protected areas, and it would need to comply with the CSD and all other current requirements. If a variance is filed, it may be possible to get approval for a house on or near a ridgeline, but only if the applicant can prove to the satisfaction of the Planning Commission that such location is the most suitable location from an environmental standpoint and that the visual and other impacts could be sufficiently mitigated. It is difficult to get a variance, but it may be possible, depending on the circumstances of the property and the specific project. I hope that answers your questions sufficiently. If you have any other questions about these cases then let me know. Thanks.

Richard Claghorn

From: jeffrey dondanville [mailto:jwdondanville@gmail.com]
Sent: Tuesday, May 19, 2009 12:15 PM

To: Claghom, Richard
Subject: Re: Plot Plan 200400426 (Amendment)

Mr. Claghorn, rather than coming to meet you, if you are able to answer the following questions it should satisfy my needs:

As to Plot Plan 200400426, do you recall or can you tell me if there was:

1. Any discussion or plan for an access road?
2. Is there any indication where proposed access road was to be?
3. Did the County deny that there was an access road connecting to Old Topanga Canyon Road? Or was the objection only that the driveway on the Plot Plan did not connect to the easement?
4. Should a development/grading plan for the access easement have been included in the Plot Plan?
5. The applicant obtained an access eas. .nnt that led to the north. It split off into two k ines, one of which led to Old Topanga Canyon Rd. and the other to another street in the city of Calabasas, although I can't tell exactly which one on the casement map. The access was to be provided through this access easement. The proposed house was on Calabasas Peak Motorway, but since there was apparently no legal access on this route they were planning to provide access on the access easement.
6. The county did not deny that there was legal access to Old Topanga Canyon Road. In fact, we approved the plot plan case on $2 / 14 / 05$ after we verified the proposed easement. On the original plot plan it appeared that the access drive would connect to the easement. However, on the amendment that was filed, it was shown in a different location than on the original plan and it was clear that there would be significant grading needed to get from the existing motorway to the easement.
7. Yes, a grading plan should have been filed for the driveway easement. On the original plans there was no indication that grading was going to be needed for the access drive. The proposed grading figures were just for the residence and accessory structures. We noticed some discrepancies when they filed the amendment, including the house being relocated and the access drive being in a different location than what was previously shown. A grading and significant ridgeline ordinance that was added to the Santa Monica Mountains North Area Community Standards District (CSD) went into effect on January 6,2005. The original approval was on $2 / 14 / 05$, but since a complete application was received before the ordinance went into effect, it was allowed under the old rules. The proposed house was on a significant ridgeline and the proposed grading was over 5,000 cubic yards. The ordinance allowed projects to go forward if they had been previously approved, as long as the project was developed in accordance with the previously approved plans. However, the changes that were subsequently made were so significant that we determined that they were no longer in accordance with the original approvals. After numerous meetings with my supervisor, other section heads and staff and County Counsel, it was determined that these amendments did not qualify for a minor amendment since the changes were too significant. The main problem was that the original plans appear to have been hastily put together to beat the deadline for the new rules and contained some inaccurate topographic and other information. When more accurate plans were provided later it became evident that the structure would have to be shifted significantly from the original location and the access easement would not be able to connect directly to the motorway without a sizable amount of grading. The approval has since expired and the case is no longer active.
8. There was an access easement provided that went south through part of TR 35647 connecting to the parcels for RPP 200400398 and -400. This easement was not necessary for RPP 200400426, but was needed for the other two cases.

RPP 200400398 and -400

1. Yes, we reviewed and approved both these cases.
2. They were approved on $1 / 20 / 05$ and $4 / 19 / 05$ respectively. However, when they came back to amend the plans, we did not approve the amendments since they were deemed to be too much of a deviation from the original approvals. Since the proposed structures were on significant ridgelines, we could not approve them under the current CSD rules. Time extensions were given on all 3 cases, but they have all since expired and are null and void.
3. Yes, the access was an issue and they provided an access easement like we asked for. The easement corresponds roughly with Calabasas Peak Motorway. The physical access extends beyond the actual access easement, but appears to be within the future street or slope easements shown on the assessor's map and tract map.
4. See \#5 above.

In order to obtain an easement on Calabasas Peak Motorway, you would have to contact the individual property owners between the subject property and the nearest public road. If all the parties are willing to grant access rights and they draw up an easement that they all agree to, they could then have the easement document recorded with the LA County Registrar/Recorder. The legal description of the easement should correspond to the actual physical access.

## Claghorn, Richard

| From: | jeffrey dondanville [jwdondanville@gmail.com] |
| :--- | :--- |
| Sent: | Wednesday, May 27, 2009 2:34 PM |
| To: | Claghorn, Richard |
| Subject: | Re: Plot Plan 200400426 (Amendment) |

Thanks Richard for the quick response. You have been very helpful.
On Wed, May 27, 2009 at 2:14 PM, Claghorn, Richard [rclaghorn@planning.lacounty.gov](mailto:rclaghorn@planning.lacounty.gov) wrote:

Mr. Dondanville,

I'm not sure, but I think it would be the Chief Executive Office, Facilities and Asset Management Branch. Their phone \# is 213-974-2273. That would probably be a good place to start.

Richard Claghorn

From: jeffrey dondanville [mailto:jwdondanville@gmail.com]
Sent: Wednesday, May 27, 2009 1:50 PM

To: Claghorn, Richard
Subject: Re: Plot Plan 200400426 (Amendment)

Richard, the County owns property over which the Calabasas Peak Motorway travels. Can you tell me who I might contact with the County to see about obtaining an easement over the Motorway? An email address? Your help is appreciated.

On Tue, May 19, 2009 at 5:07 PM, Claghorn, Richard [rclaghorn@planning.lacounty.gov](mailto:rclaghorn@planning.lacounty.gov) wrote:
Mr. Dondanville,

We just located the files. I'll answer your questions below for these cases.

RPP 200400426

1. There was a planned access road that was discussed.

## CLAGHORN DEPO

P 37 L 7
-normally, if we are reviewing a case on a property where there's no public street frontage, or no private street showing on our maps then we need to investigate to make sure that they do have legal access to the property.
Q. When you say private streets showing on maps, what maps are you referring to?
A. I'm referring to the House Numbering Maps.

P 102 L 1
Q. Did you (Claghorn) ever tell anyone that threr was a lack of legal access to these lots?
A. No

## , verizon <br> Verizon Message Center

Tuesday, Nov 15 at 7:59 PM

| From: | jackradzinski [jackradzinski@verizon.net](mailto:jackradzinski@verizon.net) |
| :--- | :--- |
| To: | JHB@iiylaw.com |
| Cc: | lac@amclaw.com |
| Subject: | Fwd: Access Question in Calabasas |

Good morning,
Rick Stine is a friend who is also the Senior Subdivision Title Engineer for Fidelity Title. I asked him to provide an opinion as to wether the property has access and can be subdivided. His opinion is expert and valid.

Jack Radzinski
Cell 5627148328
If you received this email and are not a named recipient, please delete this message and any attachments and notify us by reply email, as this e-mail may contain privileged attorney/client communications or work product or other confidential information.

Thanks for your cooperation.

Nov 15, 2011 05:39:31 PM, rstine@fnf.com wrote:

I have taken a look at all the information. I'm sure I found and see the same information you are already aware of

The Tract Map for Tract 35647 makes reference to, and delineates, a Private and Future Street, which it offered for public use. The Future Street delineated on Page 3 of the map, shows that it abuts the Parcel to the North (APN 4455-005-020) and the Parcel to the South (4455-008-003). The policy issued by FATCO further insures access to Old Topanga Road to the Parcel to the North (APN 4455-005-020). The Assessor's Map for the property affected by the Future Street (APN 4455-006-901 Owned by the State of California), also delineates the Future Street.

I believe you question is whether or not the property to the South (4455-008-002 and 4455-008003) have access. According to the Tract Map, the Assessor Map and the recorded easements from 4455-005-020 to Old Topanga, the answer appears to be yes.

I was not able to locate anything to indicate that the Private and Future street was rescinded or rejected (although it is possible, but doubtful).

Since FATCO is defending this case - they should be able to provide a seasoned title person or subdivision officer to properly explain this. Hopefully you will prevail in this case, so the new owner can go about subdividing the area and build the homes they're interested in.

Sorry for the time it took to finally get time to focus on this.



## CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein cgled the Company, insures the insured, as of Date of Policy shown in Schedule A, against loss or dajjpge, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and $<\||j|$ enses which the Company may become obligated to pay hereunder, sustained or incurred by--sii^^^${ }^{\wedge}$ pd by reason of: therein;

1. Title to the estate or interest described in Schedule A being vested other than as star
2. Any defect in or lien or encumbrance on such
3. Any lack of the ordinary right of an abutting owner $f$ access to at least one physically open street or highway if the land, in fact, abuts upon one or mon
 and in addition, as to an insured lender only:
4. Unmarketability of such title; or
5. Invalidity of the lien of the insured such invalidity, or claim thereof, and is based upon
a. usury, or

in said estate or interest except to the extent that e transaction evidenced by the insured mortgage
b. any consumer credit protection or truth in lending law;
6. Priority of any liepBjjj $\wedge$ ieumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule
7. Invalidity of Schedule


B iflrcfie order^ its priority; or of the insured mortgage, provided such assignment is shown in

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

## Issued by:

## «AMERTH

(nCOMPANY
333 E. Glenoaks Blvd. - Ste. 100
Glendale, California 91207


Prudent.


Secretary.

SCHEDULE A
CLTA Standard Coverage Policy-1988

SCHEDULE A POLICY NO.: 057010

03002626 PREMIUM: \$313.88

AMOUNT OF INSURANCE: \$255,000.00
DATE OF POLICY: JANUARY 26, 1989 AT 3:01 P.M.

1. NAME OF INSURED:

HAWTHORNE SAVINGS AND LOAN ASSOCIATION, A CALIFORNIA CORPORATION.
2. THE ESTATE OR INTEREST IN THE LAND WHICH IS COVERED BY THIS POLICY IS:

A FEE AS TO PARCEL 1, AN EASEMENT AS TO PARCELS 2, 3 AND 4.
3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:

KENNETH K. KRUEGER, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY.
4. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1:
LOTS 1 AND 2 OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31, 1896.

EXCEPT THAT PORTION OF LOT 1, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG THE NORTHERLY LINE OF SAID LOT 1, 670.15 FEET; THENCE SOUTH ON A LINE PARALLEL TO THE EAST LINE OF SAID LOT 1, 260 FEET; THENCE EAST ON A LINE PARALLEL TO THE SAID NORTH LINE OF LOT 1; 670.15 FEET TO THE EAST LINE OF SAID LOT 1; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 260 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION OF LOT 1, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 0* 04' EAST ALONG THE EAST LINE OF SAID LOT 600.43 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0* 04 ' EAST 442.97 FEET; THENCE SOUTH 89* 56' WEST 10 FEET; THENCE NORTH 50* 04' WEST 122.89 FEET; THENCE NORTH 76* 34' WEST 60 FEET; THENCE NORTH 0* 04 ' WEST 35 FEET; THENCE SOUTH 89* 56' WEST 157.29 FEET; THENCE NORTH 0" 4' WEST 100 FEET; THENCE NORTH 89* 56' EAST 108.58 FEET; THENCE NORTH 0* 04' WEST 208. 71 FEET; THENCE NORTH 89* 56' EAST 208.71 FEET; TO THE POINT OF BEGINNING.

PARCEL 2:
A PERPETUAL EASEMENT IN ON AND OVER THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF LOS ANGELES STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEROF, INCLUDED WITHIN A STRIP OF LAND 54 FEET WIDE, THE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 2, WITH A LINE THAT IS PARALLEL WITH AND DISTANT NORTHEASTERLY 54 FEET, MEASURED AT RIGHT ANGLES, FROM THAT CERTAIN COURSE AND ITS PROLONGATION, DESCRIBED IN PARCEL 1 OF EASEMENT DEED RECORDED NOVEMBER 21, 1969 AS INSTRUMENT NO. 869, IN BOOK D-4561 PAGE 355, OF OFFICIAL RECORDS OF SAID COUNTY, HAVING A BEARING AND LENGTH OF NORTH $35^{\circ} 00^{\prime} 00^{\prime \prime}$ WEST 241.72 FEET; THENCE ALONG SAID PARALLEL LINE, NORTH 35* $00^{\prime}$ O ${ }^{\prime \prime *}$ WEST TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 254 FEET AND BEING TANGENT AT ITS POINT OF ENDING TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 54 FEET MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE NORTHWESTERLY ALONG SAID CURVE TO SAID POINT OF ENDING; THENCE WESTERLY ALONG SAID LAST MENTIONED PARALLEL LINE TO THE BEINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 350 FEET AND WHICH PASSES THROUGH A POINT ON THE WEST LINE OF SAID SECTION 2 DISTANT SOUTHERLY ALONG SAID WEST LINE OF 1043.40 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 2; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE TO SAID POINT ON SAID WEST LINE.

THE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY LINE OF SAID 54 FOOT STRIP IS TO BE LENGTHENED OR SHORTENED SO AS TO BE EVERYWHERE PARALLEL, CONCENTRIC WITH AND DISTANT SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY 54 FEET MEASURED AT RIGHT ANGLES AND RADIALLY TO SAID NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY LINE, AND THE SIDE LINE OF SAID STRIP OF LAND SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE WESTERLY IN THE WEST LINE OF SAID SECTION 2 AND TO TERMINATE SOUTHERLY IN THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2.

SAID EASEMENTS SHALL BE FOR THE PURPOSE OF INGRESS, EGRESS, ROADWAY, DRAINAGE, UTILITY AND TELEVISION LINES, CABLES, POLES, PIPES AND CONDUITS FOR WATER, SEWER, GAS, TELEPHONE, POWER AND ANY OTHER PUBLIC OR PRIVATE UTILITY, AND FOR CONSTRUCTION, REPAIR AND MAINTENANCE THEREOF, AND PURPOSES INCIDENTAL TO ALL OF SUCH PURPOSES .

THE EASEMENTS HEREIN GRANTED SHALL BE APPURTENANT TO AND FOR THE BENEFIT OF THE FOLLOWING DESCRIBED REAL PROPERTY IN THE UNINCORPORATED AREA OF LOS ANGELES COUNTY, STATE OF CALIFORNIA AND THE OWNERS, GRANTEES, SUCCESSORS AND ASSIGNS THEREOF;

THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT; AND SUCH LANDS AS MAY ADJOIN SAID NORTHWEST QUARTER OF SECTION 3 ON THE NORTH, WEST OR SOUTH THEROF, BUT NOT TO EXCEED 160 ACRES ADJOINING EACH OF SAID THREE BORDERS.

PARCEL 3!
AN EASEMENT FOR INGRESS, EGRESS AND DRAINAGE OVER A STRIP OF LAND 40 FEET WIDE IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, THE SOUTHERLY LINE OF SAID 40 FOOT STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, DISTANT THEREON NORTH 1139.23 FEET FROM THE CENTER OF SAID SECTION; THENCE SOUTH 83³ 36' 00 " WEST 454.07 FEET; THENCE SOUTH 82' 22' 00 " WEST 349.12 FEET; THENCE NORTH 55* 53' 00" WEST 90.25 FEET; THENCE NORTH 73' 01' 00" WEST 214.65 FEET; THENCE SOUTH 73* 27' 00" WEST 159.17 FEET; THENCE SOUTH 76* 36'00" WEST 80.08 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 2; SAID INTERSECTION BEING THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 90.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68* 24' 00" AND AN ARC DISTANCE OF 107.44 FEET; THENCE TANGENT TO SAID CURVE NORTH 35* 00' 00" WEST 241. 72 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SAID SECTION 2.

EXCEPT THEREFROM ANY PORTION THEROF LYING EASTERLY OF THE WESTERLY LINE OF TOPANGA CANYON ROAD, 50 FEET WIDE, AS SAID ROAD IS DESCRIBED IN DEEDS RECORDED IN BOOK 6647 PAGE 107 AND BOOK 7873 PAGE 321, OF OFFICIAL RECORDS, ALL OF SAID COUNTY.

ALSO EXCEPT THEREFROM ONE-HALF OF ALL OIL RIGHTS, AS RESERVED BY IDA MABEL MCCLAIN IN DEED RECORDED MAY 21, 1947 IN BOOK 24548 PAGE 440, OF OFFICIAL RECORDS.

AND EXCEPTING THERFROM A 25 PERCENT ROYALTY OF AND THE RIGHTS TO ALL OIL, GAS OR OTHER HYDROCARBONS OF THE PROCEEDS THEREOF, WHICH MAY BE PRODUCED FROM SAID PREMISES, AS SAID 25 PERCENT ROYALTY INTEREST IS RESERVED IN DEED RECORDED OCTOBER 2, 1951 AS INSTRUMENT NO. 19523, IN BOOK 37329 PAGE 145 OF OFFICIAL RECORDS, SUCH RESERVATION BEING IN FAVOR OF TERESA PASQUARO.

THE NORTHERLY LINE OF SAID 40 FOOT STRIP TO BE LENGTHENED OR SHORTENED SO AS TO EVERYWHERE PARALLEL, CONCENTRIC WITH AND DISTANT NORTHERLY 40 FEET MEASURED AT RIGHT ANGELES AND RADIALLY TO SAID SOUTHERLY LINE AND IS TO TERMINATE WESTERLY IN SAID NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SAID SECTION AND IS TO TERMINATE EASTERLY IN THE WESTERLY LINE OF SAID TOPANGA CANYON ROAD.

THE EASEMENT, HEREIN GRANTED SHALL BE APPURTENANT TO AND FOR THE BENEFIT OF THE FOLLOWING DESCRIBED REAL PROPERTY AND THE OWNERS, GRANTEES, SUCCESSORS AND ASSIGNS THEREOF.

LOT 4 OF THE NORTHWEST QUARTER OF SECTION 2 IN TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31, 1896.

THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL PLAT OF SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT.

PARCEL 4:
A PERPETUAL EASEMENT SIXTY (60) FEET IN WIDTH IN, ON OR UNDER THAT PORTION OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31, 1896.

SAID EASEMENT SHALL BE APPURTENANT TO AND FOR THE BENEFIT OF THE FOLLOWING DESCRIBED REAL PROPERTY:

LOTS 1 AND 2 OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31, 1896',

《〉
EXCEPT THAT PORTION OF LOT 1, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG THE NORTHERLY LINE OF SAID LOT 1, 670.15 FEET; THENCE SOUTH ON A LINE PARALLEL TO THE EAST LINE OF SAID LOT 1, 260 FEET; THENCE EAST ON A LINE PARALLEL TO THE SAID NORTH LINE OF LOT 1, 670.15 FEET TO THE EAST LINE OF SAID LOT 1; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 260 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION OF LOT 1, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH $0{ }^{\circ} 04^{\prime}$ EAST ALONG THE EAST LINE OF SAID LOT 600.43 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0* 04' EAST 442.97 EEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A"; THENCE SOUTH 89 56' WEST 10 FEET; THENCE NORTH 50* 04' WEST 122.89 FEET; THENCE NORTH 76* 34' WEST 60 FEET; THENCE NORTH 0* $04{ }^{\prime}$ WEST 35 FEET; THENCE SOUTH 89* 56' WEST 157.29 FEET; THENCE NORTH 0* 4' WEST 100 FEET; THENCE NORTH 89* 56' EAST 108.58 FEET; THENCE NORTH $0^{\circ} 04^{\prime}$ WEST 208.71 FEET; THENCE NORTH 89* 56' EAST 208.71 FEET; TO THE POINT OF BEGINNING.

THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 105 FEET WEST OF THE NORTH EAST CORNER OF THE SERVIENT ESTATE; THENCE SOUTH 39* 03' 28" WEST A DISTANCE OF 257.79 FEET TO A POINT IN THE WEST LINE OF THE SERVIENT ESTATE, SAID POINT BEING 200.00 FEET SOUTH OF THE NORTHWEST CORNER.

THE SIDE LINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED TO MATCH THE SIDE LINES OF THE DOMINANT ESTATE AND THE SERVIENT ESTATE.

SAID EASEMENT SHALL BE FOR THE PURPOSES OF INGRESS, EGRESS, ROADWAY, DRAINAGE, UTILITY AND TELEVISION LINES, CABLES, POLES, PIPES AND CONDUITS FOR WATER, SEWER, GAS, TELEPHONE, POWER AND ANY OTHER PUBLIC OR PRIVATE UTILITY, AND FOR THE CONSTRUCTION, REPAIR AND MAINTENANCE THEREOF, AND PURPOSES INCIDENTAL TO ANY OR ALL OF THE FOREGOING.

SAID EASEMENT RECORDED JANUARY 26, 1989 AS INSTRUMENT NO. 89-138871 OF OFFICIAL RECORDS.
"This Policy valid only if Schedule B is attached"

## SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

## PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or 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. 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 right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary of an abutting owner for access to a physically open street or highway is insured by this policy.
7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting 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 pan, whether or not shown by the public records at Date of Policy, or the effect of any violation of any such law, ordinance or governmental regulation, whether or not shown by the public records at Date of Policy.
8. Rights of eminent domain or governmental rights of police powerunless notice of the exercise of such rights appears in the public records.
9. Defects, liens, encumbrances, adverse claims, or other matters (a) whether or not shown by the public records at Date of Policy, but created, caused, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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 been a purchaser or encumbrancer for value without knowledge.

## PART II

"SEE ATTACHED"

SCHEDULE B
CLTA Standard Coverage Policy-1988
POLICY NO.: 05701003002626
FILE MO.: 02-64822-62

SCHEDULE B EXCEPTIONS
FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE, ( AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) WHICH ARISE BY REASON OF:

PART I

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPEERTY 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. SECOND INSTALLMENT GENERAL AND SPECIAL PROPERTY TAXES FOR THE FISCAL YEAR 1988-1989:
```
    AMOUNT: $1,122.12
```

    EXEMPTION: \$NONE
    CODE NUMBER: 1653
    PARCEL NUMBER: 4455-7-2
    2. SECOND INSTALLMENT GENERAL AND SPECIAL PROPERTY TAXES FOR THE FISCAL YEAR 1988-1989:

AMOUNT: $\quad \$ 1,113.67$
EXEMPTION: \$NONE
CODE NUMBER: 1653
PARCEL NUMBER: 4455-8-2
3. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.
4. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS PROVIDED IN THE DEED RECORDED APRIL 29, 1958 IN BOOK D85 PAGE 697, OF OFFICIAL RECORDS

PURPOSE: PUBLIC UTILITIES
IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY
AFFECTS: AFFECTS PARCELS 1 AND 3
"NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT."
5. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS PROVIDED IN THE DEED RECORDED MARCH 18, 1979 AS INSTRUMENT NO. 79-279135, OF OFFICIAL RECORDS

PURPOSE: PUBLIC UTILITIES
IN FAVOR OF: GENERAL TELEPHONE COMPANY
AFFECTS: SAID LAND
"NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT."
6. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS PROVIDED IN THE DEED RECORDED IN BOOK 24029 PAGE 404, OF OFFICIAL RECORDS

PURPOSE:
IN FAVOR OF:

AFFECTS:
POLE LINES
SOUTHERN CALIFORNIA EDISON COMPANY, LTD. (NO REPRESENTATIVE IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)
THE POLES OF SAID LINE SHALL BE ERECTED AS NEAR AS PRACTICABLE TO THE EXISTING PRIVATE ROAD AS NOW ESTABLISHED IN AN EASTERLY AND WESTERLY DIRECTION THROUGH SAID LAND
"NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT . "

AFFECTS PARCEL 4.
7. AN OIL AND GAS LEASE AFFECTING THAT PORTION OF SAID LAND LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, FOR THE TERM AND UPON THE TERMS, CONDITIONS AND COVENANTS THEREIN PROVIDED, RECORDED OCTOBER 20, 1952 AS INSTRUMENT NO. 2324 OF OFFICIAL RECORDS.

DATED: AUGUST 19, 1952
LESSOR: BEN F. WORCESTER \& NORMA WORCESTER, HUSBAND AND WIFE; DON PASQUARO AND TERESA PASQUARO, HUSBAND AND WIFE AND IDA MABEL MCCLAIN
LESSEE: LOREN L. HILLMAN, INC., A CALIFORNIA CORPORATION

THE PRESENT OWNERSHIP OF SAID LEASEHOLD AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

AFFECTS PARCEL 4.
8. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS PROVIDED IN THE DEED RECORDED MAY 29, 1969 AS INSTRUMENT NO. 4778, OF OFFICIAL RECORDS

PURPOSE: PUBLIC PURPOSES
IN FAVOR OF: LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29
AFFECTS: THAT PORTION OF PARCEL 1 WHICH LIE WITHIN THAT CERTAIN 20 FOOT STRIP OF LAND DESCRIBED IN DEED TO COUNTY OF LOS ANGELES FOR WATER PIPELINES, REORDED AS DOCUMENT NO. 3623, ON JUNE 17, 1963 IN BOOK D2068, PAGE 177, OF SAID OFFICIAL RECORDS AND RE-RECORDED AUGUST 7, 1963 AS INSTRUMENT NO. 57643, OF OFFICIAL RECORDS.
"NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT."

AFFECTS PARCELS 3 AND 4.
9. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS PROVIDED IN THE DEED RECORDED JUNE 17, 1963 AS INSTRUMENT NO. 3624, OF OFFICIAL RECORDS.

PURPOSE: AN EASEMENT FOR, AND THE RIGHT TO CONSTRUT, MAINTAIN, OPERATE AND USE WATER PIPELINES AND APPURTENANT STRUCTURES
IN FAVOR OF: THE COUNTY OF LOS ANGELES
AFFECTS: SAID LAND
"NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT."

AFFECTS PARCELS 3 AND 4.
10. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS PROVIDED IN THE DEED RECORDED MAY 9, 1967 AS INSTRUMENT NO. 3086 AND NOVEMBER 21, 1969 AS INSTRUMENT NO. 869, BOTH OF OFFICIAL RECORDS

PURPOSE:
AFFECTS:

EASEMENT FOR INGRESS, EGRESS AND DRAINAGE
A STRIP OF LAND 40 FEET WIDE IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH RANGE 17 WEST, S.B.B. \& M. IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, THE SOUTHERLY LINE OF SAID 40 FOOT STRIP BEING MORE PARTICULARLY DESCRIBED THEREIN.
"NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT."

AFFECTS PARCEL 4.
11. AN EASEMENT FOR PUBLIC STREET AND HIGHWAY PURPOSES, AS CONDEMNED BY FINAL DECREE OF CONDEMNATION, IN THE SUPERIOR COURT, LOS ANGELES COUNTY, CASE NO. 846,974 , A CERTIFIED COPY OF WHICH WAS RECORDED MAY 29, 1969 AS INSTRUMENT NO. 4778, OF OFFICIAL RECORDS.

AFFECTS:
THAT PORTION OF PARCEL 1 WHICH LIE WITHIN THAT CERTAIN 20 FOOT STRIP OF LAND DESCRIBED IN DEED TO COUNTY OF LOS ANGELES FOR WATER PIPELINES, RECORDED AS DOCUMENT NO. 3623, ON JUNE 17, 1963, IN BOOK D2068 PAGE 177, OF SAID OFFICIAL RECORDS. AND RE-RECORDED AUGUST 7, 1963 AS INSTRUMENT NO. 5763 , OF OFFICIAL

## RECORDS

AFFECTS PARCEL 4
12. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS PROVIDED IN THE DEED RECORDED JANUARY 26, 1989 AS INSTRUMENT NO. 89-138872, OF OFFICIAL RECORDS

PURPOSE: INGRESS, EGRESS, ROADWAY, DRAINAGE, UTILITY AND TELEVISION LINES, CABLES, POLES, PIPES AND CONDUITS FOR WATER, SEWER, GAS, TELEPHONE, POWER AND ANY OTHER PUBLIC OR PRIVATE UTILITY, AND FOR THE CONSTRUCTION, REPAIR AND MAINTENANCE PURPOSES INCIDENTAL TO ANY OR ALL OF THE FOREGOING.

AFFECTS:
AS FOLLOWS:
LOTS 1 AND 2 OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31, 1896.

EXCEPT THAT PORTION OF LOT 1, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG THE NORTHERLY LINE OF SAID LOT 1, 670.15 FEET; THENCE SOUTH ON A LINE PARALLEL TO THE EAST LINE OF SAID LOT 1, 260 FEET; THENCE EAST ON A LINE PARALLEL TO THE SAID NORTH LINE OF LOT 1; 670.15 FEET TO THE EAST LINE OF SAID LOT 1; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 260 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION OF LOT 1, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH $0^{\circ} 04^{\prime}$ EAST ALONG THE EAST LINE OF SAID LOT 600.43 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $0^{\circ} 04^{\prime}$ EAST 442.97 FEET; TO A POINT HEREINAFTER REFERRED TO AS "POINT A"; THENCE SOUTH 89" 56' WEST 10 EEET; THENCE NORTH 50' 04' WEST 122.89 FEET; THENCE NORTH 76* $34^{\prime}$ WEST 60 FEET; THENCE NORTH $0^{\circ} 04^{\prime}$ WEST 35 FEET; THENCE SOUTH 89² 56' WEST 157.29 FEET; THENCE NORTH $0^{\circ} 4^{\prime}$ WEST 100 FEET; THENCE NORTH 89" 56' EAST 108.58 FEET; THENCE NORTH $0^{\prime \prime} 04^{\prime}$ WEST 208.71 FEET; THENCE NORTH 89" 56' EAST 208.71 FEET; TO THE POINT OF BEGINNING.

BEGINNING AT "POINT A" SOUTH 89 56' 00" WEST A DISTANCE OF 10 EEET; THENCE NORTH $50^{\circ} 04^{\prime} 00^{\prime \prime}$ WEST A DISTANCE OF 26.01 FEET; MORE OR LESS TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH ALONG A LINE THAT IS PARALLEL TO AND 30 FEET WEST OF THE EAST LINE OF SAID LOT 1, A DISTANCE OF 168.47 FEET; THENCE SOUTH 51" 08' 52" WEST A DISTANCE OF 199.53 FEET; TO A POINT IN THE SOUTH LINE OF SAID LOT 1, SAID POINT BEING 105.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 1.
13. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW AND ANY OTHER OBLIGATIONS SECURED THEREBY, RECORDED JANUARY 26, 1989 AS INSTRUMENT NO. 89-138870, OF OFFICIAL RECORDS.

AMOUNT: $\quad \$ 225,000.00$
DATED: DECEMBER 23, 1988
KENNETH K. KRUEGER, A MARRIED MAN AS HIS SOLE
TRUSTOR: AND SEPARATE PROPERTY
HAWTHORNE FINANCIAL CORPORATION, A DELAWARE TRUSTEE: CORPORATION

HAWTHORNE SAVINGS AND LOAN ASSOCIATION, A
BENEFICIARY: CALIFORNIA CORPORATION

By:
Authorized Signatory


NE. 1/4. NE. I/*. SEC. 3

## LOT

N

TIS., R. 17 W.



$\qquad$ NORTHWEST QUARTER
"Ilii» flat !0* for your aid in In. sling your land with rrft-rfnre to -trrrl-i an !l nlrwr pan fl.

## 89-1160882

Fecording requested by:
LAS VIRGENES MUNICIPAL WATER DISTRICT
When recorded mail to:
LAS VIRGENES MUNICIPAL WATER DISTRICT
4232 Las Virgenes Road
Calabasas, California 91302


For Recorder's Ir:e

## - EASEAENT

FREE
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknouledged, MOUNTAIN PARK ESTATES, a CORPORATION
does hereby grant to LAS VIRGENES MUNICIPAL WATER DISTRICT, a municipal corporation of the State of California, Grantee, easements for, and the right to construct, maintain, operate, and use, waterlines and appurtenant structures in and across the real property in the County of Los Angeles, State of California, described as

```
EXHIBIT "A" (Legal Description)
EXHIBIT "B", "C" and "D" (Easement Plats)
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Together with the right to enter upon and to pass and repass over and along said easement and right of way and to deposit tools, implements, and other materials thereon, by said Grantee, its officers, agents and employees, and by any contractor, his agents and employees, engaged by said Grantee, whenever and wherever necessary for the purposes above set forth.

It is understood that each undersigned Grantor $c$ ants only that fortion of the above described land in which said Grantor has an interest.
mountain park estates, a corporation
Date: $14-11-89$



said curve North $43^{\circ} 38^{\prime} 22^{\prime \prime}$ West 12.78 feet to the Leginning of a curve, tangeit, concave Southerly having a radius of 74.00 feet; thence along said curve in 3 Westerly direction through a ceritral angle of $59^{\circ} 19^{\prime} 02^{\prime \prime}$ an arc distance of 76.61 feet to a point of tangent reverse curvature concave Northerly having a radius of 65.00 feet; thence along said curve in a Northwasterly direction through a central angle of $66^{\circ} 52^{\prime} 35^{\prime \prime}$ an arc distance of 75.87 feet; thence North $36^{\circ} 04^{\prime} 49^{\prime \prime}$ West, 64.41 feet to the beginning of a curve, tangent, concave Southwesterly having a radius of 65.00 feet; thence along said vurve in a Northwesterly direction through a central angle of $47^{\circ} 08^{\prime} 4^{\prime \prime}$ an arc distance of 53.48 feat; thence North $83^{\circ} 1^{\prime \prime} 29^{\prime \prime}$ West, 55.91 feet to the beginning of a curve, tangent, concave Northeasterly having a radius of 92.00 feet; thence along said curve in a Northwesterly dizection through a central angle of $46^{\circ} 04^{\prime} 00^{\prime \prime}$ an arc distance of 73.97 feet; thence North $37^{\circ} 09^{\prime} 29^{\prime \prime}$ West, 99.88 feet to the beginning of a curve, tangent, concave southeríy having a radius of 82.00 feet; thence along said curve in a Westerly direction through a central angle of 875 $^{\circ} 56^{\prime} 09^{\prime \prime}$ an arc distance of 125.85 feet; thence South 54*54'22" West, 109.66 feel to the beginning of a curve, tangent, concave Southeasterly having a radius of 85.00 feet: thence along said curve in a Southuesterly direction through a central angie of $30^{\circ} 31^{\prime} 02^{\prime \prime}$ an arc distance of 45.27 feet; thence South $24^{\circ} 23^{\prime} 20^{\prime \prime}$ West, 366.47 feet to the beginning of a curve, tangent, concave Northerly having a radivs of 75.00 feet; thence along said curve in a Westerly direction through a central angle of $148^{\circ} 07^{\prime} 5 \mathrm{~s}^{\prime \prime}$ an arc distance of 193.91 feet; thence North $07^{\circ} 28^{\prime} 42^{\prime \prime}$ West 152.74 feet to the Southerly right-ofway of Mountain Park Drive (Private and Future Street) as shown on said Map and the True Point of Ending of this description. The side linos of said strip of land shall be prolonged or shortened so as to terminate Northerly in faid Southerly right-nf-way of Mountain Park Urive and Easterly in the center Section Line of said Section 34.

PARCEL 3: Fire Hydrant Easement
That portion of Lot 21 of Tr act No. 35647 , in the County of Log Angeles, Stata of California, as per Map filed in Book 1136, Pages 1 to 5 inclusive of Maps, in the office of the County Recorder of aaid County, described as follows:

Commencing at. the Southwesterly terminus of that certain course horain described in Parcel 2 as having a bearing and distance of "South $24^{\circ} 23^{\prime} 20^{\prime \prime}$ West, 365.47 f at" $^{\prime \prime}$ said terminus also being the beginning of a curve, tangent, concave Northerly having a radius of 75.00 feet; thence along said curve in a Westarly direction through a central angle of $77^{\circ} 28^{\prime} 53^{\prime \prime}$ an arc distance of 101.42 feet; thence South $11^{\circ} 52^{\prime} 13^{\prime \prime}$ West, 15.00 feat radial to last mentioned curve to the True Point of Beginning; thence South $15^{\circ} 03^{\prime} 18^{\prime \prime}$ West, 7.67 feet; thence North $74^{\circ} 56^{\prime} 42^{\prime \prime}$ West, 10.00 feet; thence North $15^{\circ} 03^{\circ} 1 a^{\prime \prime}$ East, 7.67 feet to a point in a curve concave Northerly having a radius of 90.00 feet, a radial line of said curve to said point bears South $18^{\circ} 14^{\prime} 23^{\prime \prime}$ West; thence along said curve in an Easterly direction through a central angle of $05^{\circ} 22^{\prime} 10^{\prime \prime}$ an arc distance of 10.01 faet to the True Point of Beginning. 891160 ? 8 \%









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FEASHBLLITY REPORT
for the $\qquad$
construction of local
WATER SYSTEM IMPROVEMERTS
To

Provide water for
domestic, sanitation ARD
FIRE PROTECTION PURPOSES

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& \text { see paselt }
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IN THE topallga and east malibu areas
COUNTY LMPROYEMEKT DISTRICT PROCEEDIHGS
in
COURTY WATERWORKS DISTRICT MO. 29, MALIBU
OF THE
county of los angeles

$$
\text { C.I. } 2215
$$

Prepared by
waterworks and utilities division
of the
DEPARTMENT OF COUNTY ENGINEER
APRIL 1962
Pursuant to
BOARD OF SUPERVISORS ORDER




















page -8-
Logal Description

## LASEMCENT-

## Patce: B

Thut porition of the northenst quartion of the oouthwest quarter of soction 3 Townhip I South, panye. 17 . Wati, sing fermindop Miridiano AND of Thwhip 1


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 of a tingont curve concive.to the pouthwat and hzoing a radiun of 200,00 feat;



 of 40.00 foest


 THMNCI anaterly along. and curve:ax are diatance of 303.61 foet; THENCX tangent to pald curve. South $37{ }^{\circ} 56^{\prime} 36^{\prime \prime}$. Eagt. 331.05 fett; THINCCI South $51^{\circ} 57^{116^{\prime \prime}}$ Cast 142.84 fotit tothe:beginatry of a tangent cirve concare to the aouthwest and having a. radius of 100, 00 feati
THINCI southeanterly atoag anid curve an arec distance of 91.62 foet, THINCE tangent to enid curve South $00^{\circ} 32^{\circ} 17^{\prime \prime}$ Woyt 173; 48 feet to a fine which beare. North $5^{\circ} 533^{4} 48^{\prime \prime}$ Weat from a point in the enat line of the

$$
62.50
$$





## FIRE CODE

### 21.24.220 Fire-fighting access easements.

In areas where, in the opinion of the forester and fire warden, there will be fire hazard to the watershed or any other properties, unobstructed fire-protection access easements, not less than 15 feet wide, shall be dedicated from the public highway to the boundary of the division of land. Where the design of a division of land will cause an existing fire road or fire break to be severed, and the forester and fire warden advises that this condition will impair the provision of adequate fire protection, the advisory agency may require that the subdivider either revise the design of the division of land so that the fire road or fire break will not be severed or provide an alternate easement. The forester and fire warden shall recommend to the advisory agency regarding the location, design and grading of easements required pursuant to the provisions of this section. Such location, design and grading shall be as found necessary by the advisory agency. (Ord. 10485 § 8, 1972: Ord. 9071 § 5 (part), 1966: Ord. 7634 § 3 (part), 1959: Ord. 4478 Art. 4 § 47.2, 1945.)

### 21.24.120 Future streets.

Wherever the advisory agency shall have determined that a street is necessary for the future division of property as shown on the tentative map, or for adjoining property, but that the present dedication and construction of such street is not warranted, the advisory agency may require that the location, width and extent of such street shall be shown on the final map or parcel map as a future street. No improvement of such future street shall be required of the subdivider. (Ord. 85-0194 § 3 (part), 1985; Ord. 9071 § 5 (part), 1966: Ord. 5883 § 3, 1952: Ord. 4478 Art. 4 § 56, 1945.)

### 21.24.030 Wildland access.

Notwithstanding the provisions of Sections 21.24 .020 and 21.24 .190 , the advisory agency may disapprove a design of a division of land which utilizes a cul-de-sac or branching street system or other single-access street or street system as the sole or principal means of access to lots within the division, where the forester and fire warden advises:
A. That the street or street system will traverse a wildland area which is subject to extreme hazard from brush or forest fires;
B. That the lack of a second route of access would unduly hinder public evacuation and the deployment of firefighting and other emergency equipment in the event of a brush or forest fire. (Ord. 10485 § 3, 1972: Ord. 4478 Art. 4 § 40.1, 1945.)
(Ord. 2010-0060 § 55, 2010.)
503.1.2 Additional access. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions, or other factors that could limit access. Additional access must comply with Title 21 of the Los Angeles County Code. (Ord. 2010-0060 §56, 2010.)
503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet ( 6096 mm ), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance clear to the sky.
EXCEPTION: A minimum vertical clearance of 13 feet 6 inches may be allowed for protected tree species adjacent to access roads. Any applicable tree-trimming permit from the appropriate agency is required. (Ord. 2010-0060 §57, 2010.)
503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles or the placement of speed bumps. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times in accordance with California Vehicle Code section 22500.1. (Ord. 2010-0060 § 60, 2010.)
(g) That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection, the legislative body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subdivision shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.

Subdivision Map Act
66475. There may be imposed by local ordinance a requirement of dedication or irrevocable offer of dedication of real property within the subdivision for streets, alleys, including access rights and abutter's rights, drainage, public utility easements and other public easements. Such irrevocable offers may be terminated as provided in subdivisions (c) and (d) of Section 66477.2.
66475.1. Whenever a subdivider is required pursuant to Section 66475 to dedicate roadways to the public, the subdivider may also be required to dedicate additional land as may be necessary and feasible to provide bicycle paths for the use and safety of the residents of the subdivision.
Subdivision Map Act \& Division 371


## TRACT NO. 35647

that it conforms substantially to the teniative MAP AND ALL APPROVED ALTERATIONS THEREOF: THAT ALE PROVSIONS OF STATE UW AND COCAL SUBPIVISION
 THAT I AM Satisfige that This map is lichmicaliy STATE OF CALIFORNIA OF LOS ANGELES COUNTY

## DATED:


OWNER'S STATEMENT


IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES

BEING A SUBDIVISION OF THE SW $1 / 4$ OF THE SE $1 / 4$ OF SECTION 34, T.IN., R. 17 W., S.B.M. AND A PORTION OF PARCEL I, PARCEL MAP NO. 16199 PER MAP FILED IN BOOK 180, PAGES 76 TO 80 INCLUSIVE OF PARCEL MAPS, RECORDS

MOUNTAIN PARK ESTATES, A CORPORATION, OWNER


## $\underset{\substack{\text { STEPIANA. } \\ \text { SECRETARY }}}{\text { HARRIS }}$

THE RAPPAPORT COMPANY, BENEFICIARY UNDER DEED OF TRUST RECORDED APRIL 11, 1984 AS INSTRUMENT NO. 84-434726, OFFICIAL RECORDS, records of los angeles county.


CITY FEDERAL SAVINGS BANK, A FEDERAL SAVINGS BANK, BENEFICIARY
UNDER A DEED OF TRUST RECORDED MAY 17,1988 AS INSTRUMENT NO. B8-787875, OFFICJAL RECORDS, RECORDS OF LOS ANGELES COUNTY.


THE SIGNATURE OF THE UNITED STATES OF AMERICA, EASEMENT HOLDER OR DITCHES AND CANALS, AS DISCLOSED BY DELU RECOND TA BOOK 12 , PAGE 110 OF PÁTENTS, RECORDS OF LOS ANGELES COUNTY, HAS BEEN
OMITTED YNDER THE PROVISIONS OF SECTION $66436(A)(4)$ OF THE SUB DIVISION MAP ACT.

## NOTE: PORTIONS OF LOTS 20, 21 AND 22 IN AND ADJACENT TO THE NATURAL drainage courses are subject TO FLOOD HAZARD

Jot 23 3 3

89-1153415


SURVEYOR'S STATEMENT, I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE
OF CALIFORNIA; THAT THIS FINAL MAP, CONSISTING OF 5 SHEETS, IS A OR CALIFORNIA, AND COMPLETE SURVEY AS SHOWN, AND WAS MADE BY ME OR UNDER MY DIRECTION ON JUNE 16, 1984; THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE OR WILL BE MAP; THAT WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE OF THE TO BE RETRACED AAID THANUMENTS TIE NOTES TO ALL CENTERLINE MONUMENTS SHOWN AS "TO BE AND THALL BE ON FILE IN THE OFFICE OF THE DIRECTOR OF PUBLIC WORKS
HEREON.


HE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N O $0^{\circ} 04^{\circ} 10^{\prime \prime}{ }^{\prime \prime}$ OF THE EASTERLY LINE

NOTE: ALL $2^{2 "}$ IRON PIPES SHOWN AS "TO BE SET" WILL BE SET FLUS AND TAGGED L.S. 4574.
THE COUNTY OF LOS ANGELES IS AN EASEMENT HOLDER FOR SLOPE PURON PARCEL MAP NO. 16199, FILED LOS ANGELES COUNTY.

STATE OP CALIFORNIA
COUNTY OF LOS ANGELES ; ss.
aintavi 15. 1989
BEFORE ME, DIANE L. MARCIEL A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY TO ME ON THE BASIS OF SATIPFACTORY EVIDENCE TO BE THE PERSON WHO EXECUTED THE WITHIN
INSTRUMENT AS THE PRESIDENT, AND STEPHAN A. HARRIS PERSONALLY INSTRUMENT AS THE PRESIDENT, AND STEPHAN A. HARRIS PERSONALLY
KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATTSFACTORY EVIDENCE TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT AS THE SECRETARY OF MOUNTAIN PARK ESTATES, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE WITHIN INSTRUMENT


STATE OF CALIFORNIA
101509
 H, RAPPAPORT PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENEE TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT AS THE PRESIDENT, AND STEPHAN A. HARRIS PERSONALLY KNO WN TO ME OR PROVED TO ME ON THE BASESON WHO EXECUTED THE WITHIN INSTRUMENT AS THE SECRETARY OF THE RAPPAPORT COMPANY, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE WITHIN INSTRUMENT PURSUANT TO ITS

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\begin{aligned}
& \text { Kiane RI. Naviul }
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STATE OF CALIFORNIA
COUNTY OF ORANGE
ON THIS IUTH DAY OF MMECH , 1989, BEFORE ME, DENISE KAMINSK, - ARTUUR H, WIULHS PERSONALLY KNOWN TO ME OR PROVED TO ME ON TH BASIS OF SATISFACTORY EVIDENCE TO BE THE PEREON WHO EXECUTED THE WITHIN INSTPUMENT AS. THE VLCE MRESIDEN" DF CITY FEDERAL SAVING
GANK. A FEDERAL SAVINGS BANK, THE'BANK THRT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH BRNK EXECUTED THE WITHIN
INSTRUMENT PURSUANT TO ITS BY-LAWS OR A RESOLUTION OF ITS BORRD OF IIRECTORS AS EENEFICIARY

[^16]Bx: Deay Etctthior
Exp 1831189
DATE: $7 / 13 / 89$


STATEMENT:


## SCALE:1" $=200$ <br> TRACT NO. 35647



MICHAEL C. ROBINSON, ESQ. (SB\#120308)
MARK KANE, ESQ. (SB\#170588)
GEORGE K. ROSENSTOCK, ESQ. (SB\#117515) ROBINSON DI LANDO
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Los Angeles Superior Court


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## SUPERIOR COURT OF THE STATE OF CALIFORNIA . IN AND FOR THE COUNTY OF LOS ANGELES <br> BC517575

JOHN RADZINSKI, aka JACK ROGERS, an ) individual; , LINDA MARIE RADZINSKI, an ) individual; WILLIAM WEIDMAN, an individual, ROBERT A. EIGENBRODT as an) individual and as TRUSTEE of the R.A.

COMPLAINT FOR DAMAGES. EIGENBRODT FAMILY TRUST DATED

## DECLARATORY AND INJUNCTIVE

 RELIEF MARCH 17, 1999, and ROBERT A. EIGENBRODT \& ASSOCIATES, INC. DEFINED BENEFIT PENSION PLANPlaintiffs,
Case No.:

1. Declaratory Relief
2. Breach of Contract
3. Breach of Implied Covenant of Good Faith and Fair Dealing
4. Unfair Competition, B\&P Code Sections 17200-17210
5. Negligence by Fiduciary
6. Fraud and Deceit-Suppression of Facts by Fiduciaries
7. Fraud and Deceit-Intentional Misrepresentation of Facts by Fiduciaries
8. Intentional Infliction of Emotional Distress

Plaintiffs John Radzinski, an individual, Linda Marie Radzinski, an individual, and William Weidman, an individual, Robert A. Eigenbrodt as an individual and trustee of the R.A. Eigenbrodt Family Trust dated March 17, 1999 and Robert A. Eigenbrodt \& Associates, Inc. Defined Benefit Pension Plan ("Plaintiffs") allege as follows:

## I.

## NATURE OF THE ACTION

1. At times mentioned in this Complaint, Plaintiffs were the owners of three parcels of land in the Santa Monica Mountains ("the Property") which Plaintiffs then sold pursuant to a Vacant Land Purchase Agreement ("VLPA") in April, 2006.
2. At all times mentioned in this Complaint Defendants First American Title Company ("FATCO") and First American Title Insurance Company ("FATICO") were California corporations authorized by the California Insurance Commissioner to serve as escrow agents and to issue and deliver polices of title insurance in the County of Los Angeles, State of California. ("FATCO" and "FATICO" shall be collectively referred to as "FATICO"). FATICO was the escrow agent and title insurer which issued and delivered to the Purchasers of the Property an Owners' Policy of Title Insurance insuring against, inter alia, loss sustained or incurred by the Purchasers caused by no right of access to and from the Land. ("Owners Policy of Title Insurance"). A true and correct copy of the Owners Policy of Title Insurance which FATICO issued to the Purchasers is attached hereto marked as Exhibit "1". Defendant FATICO was the title insurer which issued and delivered to certain Sellers of the Property, Plaintiffs Jack Radzinski, Linda Radzinski and William Weidman, a Standard Loan Policy of Title Insurance insuring against, inter alia, loss sustained or incurred by those Sellers caused by no right of access to and from the Land. ("Loan Policy of Title Insurance"). A true and correct copy of the Loan Policy of Title Insurance which FATICO issued to those certain Sellers is attached hereto marked as Exhibit " 2 ".
3. Plaintiffs are informed and believe, and thereon allege that FATICO, acted not only as title insurers, but also as (A) escrow agents for the parties' real estate transaction by which -2-
the Property was sold having expanded their role beyond that of a traditional title insurer in the sale of the Property, and as (B) issuers of an Abstract of Title by the manner of promotion and sale of the Property and issuance of an ExpressMap, among other things.
4. At all times mentioned in this Complaint FATICO acting in its role as an escrow agent was the fiduciary of Plaintiffs and negligently and carelessly performed its duties by, among other things, creating and requesting the recording of a deed of trust with a fictitious easement, fraudulently and/or negligently concealing the fictitious nature of the easement by failing to disclose the non-existence of an easement created and designated by FATICO as "Parcel 2A" thereby fraudulently and/or negligently misrepresenting the existence of "Parcel 2A" by an "ExpressMap" which contained depictions which negligently and/or fraudulently represented and misrepresented that such an easement existed
5. Upon the discovery of the non-existence of Parcel 2A the Purchasers of the Property sued the Plaintiffs in a civil action filed in the Superior Court of the State of California, County of Los Angeles, entitled "Capital State, LLC, Farsh Properties, LLC, Fred Farzan, Haron Shabatian, Brown Derby, LLC, and Sound Garden, LLC v. Robert A. Eigenbrodt, individually and as trustee of the R.A. Eigenbrodt Family Trust dated March 17, 1999; John Radzinski, aka Jack Rogers, Linda Marie Radzinski, William Weidman, Robert A. Eigenbrodt \& Associates, Inc. Defined Benefits Pension Plan," Case No. BC 435121, ("Underlying Lawsuit") in which complainants seek to hold Plaintiffs herein legally liable for Breach of Contract, Fraud, Breach of Contract (Rescission and Restitution), and Breach of Covenant Against Encumbrances arising out of the sale of the Property and, particular, the non-existence of Parcel 2A.
6. On January 18, 2013, the Superior Court in the Underlying Action summarily adjudicated the Second, Third, and Fourth Causes of Action in the Third Amended Complaint in favor of plaintiffs (or complainants) therein. The First Cause of Action against the Plaintiffs therein for which there remains potential coverage under the Loan Policy of Title Insurance is currently set for trial on September 23, 2013 along with a Fifth Cause of Action and Cross-Claims.
7. On February 8, 2013, with the trial date approaching in the Underlying Lawsuit, Defendants wrongfully withdrew its acceptance of Plaintiffs Jack Radzinski, Linda

Radzinski and William Weidmans' tender of defense of the Underlying Lawsuit, first accepted on June 4, 2010, after having defended those Plaintiffs for nearly 3 years, and thereafter refused demands to resume such defense. The within action is filed, inter alia, to obtain immediate equitable and injunctive relief for Defendants to resume the defense of the Underlying Lawsuit. Plaintiffs also state causes of action for declaratory and injunctive relief, breach of contract, breach of the covenant of good faith and fair dealing, negligence of a fiduciary duty in the performance of their duties, fraud and deceit-suppression of facts by fiduciaries, violation of California Business \& Professions Code Sections 17200 et seq., intentional infliction of emotional distress, arising out of the conduct of Defendants before and during the sale of the Property and the Underlying Lawsuit.

## II.

## PARTIES

8. At all material times herein alleged, Plaintiffs were parties to the VLPA for the sale of the Property as sellers and Plaintiffs Jack Radzinski, Linda Radzinski and William Weidman were insureds under the Loan Policy of Title Insurance issued and delivered to those Plaintiffs by Defendant.
9. The true names and capacities of Defendants DOES 1 through 100 , inclusive, are unknown to Plaintiffs, who therefore sue those Defendants by fictitious names. Plaintiffs will request leave to amend this Complaint by inserting their true names and capacities when they are ascertained pursuant to California Code of Civil Procedure Section 474. Plaintiffs are informed and believe and based thereon allege that each of the fictitiously named Defendants is responsible, in some manner, for the conduct and resulting damages alleged in this Complaint. Plaintiffs are informed and believe and thereon allege that each of the fictitiously named defendants is responsible in some manner for the occurrences herein alleged, and that plaintiffs' damages were proximately caused by those defendants. Each reference in this complaint to "Defendant" or a specifically named defendant refers also to all defendants similarly sued under fictitious DOE names.

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10. Plaintiffs are informed and believes, and thereon alleges, that at all times material hereto and mentioned herein, each Defendant sued herein was the agent, employee representative, or partner of each of the remaining co-defendants and was, at all times, acting within the purpose and scope of such agency, servitude, employment, contract, ownership, subsidiary, and with the authority, consent, approval, control, influence and ratification of each remaining Defendant sued herein. Each of the Defendants aided and abetted and assisted each of the remaining Defendants in the conduct alleged herein. Defendants, and each of them, planned, conspired with others to commit the acts constituting the wrongful acts alleged in this Complaint.

## III.

## GENERAL ALLEGATIONS

11. Defendants FATICO and Does 1 through 10 as escrow agents and title insurers to that escrow regarding the purchase and sale of the Property which is the subject of the Underlying Lawsuit, owed fiduciary duties to Plaintiffs to, among other things: (A) exercise utmost loyalty and good faith towards Plaintiffs; (B) exercise reasonable skill and diligence in performing the duties required by their position as escrow; (C) disclose to Plaintiffs all matters which were material to Plaintiffs or that might affect Plaintiff's decisions relative to the Property, including, but not limited to the disclosure to Plaintiffs that (1) FATICO had actual knowledge of the case in which Eigenbrodt attempted to establish access from his Parcel, Case No. BC 049815; (2) FATICO had actual knowledge of the two recorded judgments in that case that may be interpreted to establish that there was no legal access to Eigenbrodt's Parcel; (3) FATICO had actual knowledge that "Parcel 2A" purporting to represent an unlocated easement to and from Parcel 2A was non-existent.

## Events Prior to the Real Estate Transaction

12. The Property consists of a 20.0 acre parcel formerly owned by Plaintiffs ("Parcel 3) and two conjoined 40 acre parcels formerly owned by Robert A. Eigenbrodt as an individual and trustee of the R.A. Eigenbrodt Family Trust dated March 17, 1999 and Robert A. Eigenbrodt \& Associates, Inc. Defined Benefit Pension Plan ("Eigenbrodt") ("Parcel 2") and Plaintiff Jack Radzinski, respectively ("Parcel 1").
-5-
13. On December 28, 1925, an easement agreement was entered and recorded, the "Bailey-Martin Easement," which granted an easement from the west-most 40 acre Eigenbrodt parcel (Parcel 2) to the County Road, known as Dry Canyon Cold Creek Road.
14. Thereafter a development was built on the servient acreage, "the Mountain Park Estates," a gated residential community between the dominant parcel, Parcel 2, and the Road.
15. In 1992 Mr . Eigenbrodt brought an action to enforce a right of access pursuant to the Bailey-Martin easement. On April 11th and May 4th, 1995, however, the Superior Court concluded the Bailey-Martin easement had been abandoned at common law, extinguished due to adverse possession, and statutorily abandoned under Civil Code Section 887.050. The judgment of the Superior Court was affirmed on January 21, 1998, by the Court of Appeal and thereafter two judgments ("Judgments") were recorded in the Los Angeles County Recorder's Office as a public record on April 17, 1998.
16. Notwithstanding the public recording of the judgments in 1998, in 2005 and again on February 27, 2006, FATICO issued a "Preliminary Report" which provided that the report "contemplated" an "ALTA Owner's Policy (10-17-92) ..." and an "ALTA Loan Policy ..." (both of which were issued and delivered and are designated in this Complaint as "Owners Policy of Title Insurance" and "Loan Policy of Title Insurance", respectively) being the policies issued to the Purchaser of the Property and certain Sellers, Plaintiffs Jack Radzinski, Linda Radzinski and William Weidman herein, and which form the subject matter of this action. The Preliminary Reports showed a "Parcel 2A" described as "the Ingress and Egress Easement shown as Parcels $1 \mathrm{~A} \& 2 \mathrm{~A}$ in the legal description" for which "no assurance [was] given as to ... exact location," but concealed the existence of the two recorded Judgments. Parcel 2A represents that there is legal access for the Eigenbrodt Parcel through a "Parcel 2A".
17. FATICO also displayed to Plaintiffs and issued to Plaintiffs Jack Radzinski, Linda Radzinski and William Weidman, an "ExpressMap" of the Property. The ExpressMap, a trademarked product of FATICO, is a pictorial representation of the Property consisting of an aerial photograph with colored graphical overlays of the three parcels as two conjoined squares (labeled Parcel 1 and 2), and a rectangle (labeled Parcel 3). Pathways are indicated on the

ExpressMap by parallel lines which (1) join the 20 acre parcel to the conjoined 40 acres parcels (labeled Parcel 1 and 2, the Eigenbrodt and Radzinski Parcels), and (2) join the 20 acre parcel to Old Topanga Canyon Drive to the East and Elsie Drive to the West. The joinder of Parcel 3 to Old Topanga Canyon Drive to the East and Elsie Drive to the West is labeled in two parts: "Parcel 3A 60' Easement", contiguous with "Parcel 3B 60' Easement".
18. The ExpressMap thus showed access between the 20 acre parcel, on the one hand, and the 80 acre conjoined parcels, on the other hand, through a roadway which then, by extension through the easements designated a 3 A and 3 B , showed legal access to a County Road, to the East (Old Topanga Canyon Road), and West (Elsie Dr.). Plaintiffs are informed and believe and thereon allege that this roadway joining the 20 and 80 acre parcels was the Calabasas Peak Motorway. FATICO's issuance and displaying of the ExpressMap, a depiction of the purported easement for the Property and the ExpressMap Endorsement constituted an Abstract of Title in combination with FATICO's marketing of the ExpressMap and developmental potential of the Property.
19. FATICO at all material times herein marketed the ExpressMap as an abstract of title.
20. FATICO at all material times herein intended, designed and planned to convey to potential sellers, including Plaintiffs, that its ExpressMap product would show the Property as depicted, the easements and access for purposes of effectuating or supporting sellers in their marketing of the Property.
21. FATICO provides, promotes and sells its ExpressMap product as an abstract of title for the purpose of facilitating the sale of real property so it can generate profits.
22. The ExpressMap product is marketed to the public by FATICO, including over the internet, and provided to the public knowing that said product will be used by sellers as an abstract of title to provide to buyers to show the relevant easements, property lines, and legal access. By creating documents such as the ExpressMap that it knows and intends will be used to facilitate the sale of real property, and in order to obtain insurance underwriting business related to that sale, FATICO has acted outside the traditional role of a title insurer and become an abstractor of title for the sale of the Property.
23. FATICO additionally provided to Plaintiffs a Vision Resources Brochure to promote the sale and development of the Property. FATICO participated in the marketing of the properties at issue in the Underlying Lawsuit by printing the sales/marketing brochure, the Vision Resources brochure, which purported to represent relevant facts about the 102 acres and their development. This brochure contains numerous factual representations concerning the development of the 102 acres and the location of easements. Plaintiffs were justified in relying on the Vision Resources Brochure as an accurate depiction of the property and its legal access and development potential because it was issued as an abstract of title.
24. By displaying and marketing of the ExpressMap to Plaintiffs and issuing the ExpressMap to Plaintiffs Jack Radzinski, Linda Radzinski and William Weidman, FATICO held itself out as an abstractor of title upon whose representations Plaintiffs were justified in relying. Plaintiffs relied upon the ExpressMap as an Abstract of Title that Plaintiffs had good title to sell.
25. Plaintiffs relied on FATICO as a fiduciary when it entered into the VLPA with the Buyers. Plaintiffs understood from the representations made by FATICO that the 102 acres had legal access, and specifically that the Eigenbrodt Parcel had access through Parcel 2A. It was only after the sale that FATICO determined that it could not locate Parcel 2A. FATICO in bad faith appears to have destroyed much of its file relating to this transaction as well, even though claims were made by the Buyers in 2008.
26. In determining what disclosures were necessary to the subject Buyers, Plaintiffs relied to their detriment on the misrepresentations of FATICO that the 102 acres had legal access. These representations were made orally and in writing. Since FATICO represented that the 102 acres had legal access, including Parcel 2A and access along the Calabasas Peak Motorway, Plaintiffs were justified in not disclosing to the Buyers the existence of the Mountain Park Estates litigation or that the Property was purportedly landlocked. In fact, FATICO by its representations both orally and in writing represented that the 102 acres were not landlocked. FATICO knew that this information was material and essential information that had to be -8-
provided to the sellers prior to the sale of the 102 acres.
27. FATICO charged Plaintiffs $\$ 2500$ for its Express Map product to plaintiffs, which is further evidence that it understood that the product would be used as an abstract of title. Rather FATICO knew and intended that the ExpressMap product be used for the marketing and promotion of real estate sales transactions.
28. FATICO's ExpressMap production, including the Express Map Endorsement, was a written representation, pursuant to a written contract for which it received valuable consideration, which it intended to be relied upon by Plaintiffs as an abstract of title. Plaintiffs received FATICO's representations in the ExpressMap purporting to list all recorded easements, conveyances, instruments or documents which would impart constructive notice with respect to the chain of title. The ExpressMap was not a Preliminary title Report on a policy of title insurance. Instead, it was meant to be used as an abstract of title by the purchasers of it and sellers of the Property, for marketing and sales purpose to purport to show the state of title, including the existence of legal access along the Calabasas Peak Motorway.
29. FATICO then used the information in its Express Map to create "Parcel 2A" and oversaw the placement of Parcel 2A in an the Grant Deed. FATICO then recorded the Grant Deed which was signed by Plaintiffs based on their justified reliance on FATICO's representations regarding the existence of Parcel 2A. The ExpressMap constituted an abstract of title under Insurance Code section 1234.10.
30. FATICO had actual knowledge of the true state of legal access to the properties because of its involvement in the Mountain Park Estates litigation as the escrow agent and title insurer for the Santa Monica Conservancy. FATICO had actual knowledge as to the Judgment against plaintiff Robert Eigenbrodt because said Judgment was duly recorded. FATICO also had actual knowledge as the Preliminary Report listed a money judgment in that case against Eigenbrodt and promised to investigate to determine the underlying facts behind these money judgments. Notwithstanding this, FATICO failed to follow-up but rather drafted the legal description of Parcel 2A, oversaw the addition of Parcel 2A into the Grant Deed and the recording of the deed with the allegedly non-existent Parcel 2 A , acting as an escrow agent and a fiduciary of -9-

Plaintiffs. At this time, FATICO had actual knowledge that Parcel 2A did not exist but nevertheless misrepresented to Plaintiffs that Parcel 2A did exist and that it provided access to the Eigenbrodt parcel and therefore to all of the parcels.
31. FATICO had actual knowledge that Parcel 2A did not exist because it was involved in the Mountain Park Estates litigation as an escrow agent and title insurer and because it had located the judgment against plaintiffs. Nonetheless, FATICO proceeded to draft the legal description of Parcel 2A.
32. FATICO as an escrow agent and abstractor of title drafted a new legal description of a fictitious easement, saw to it that it was made part of the Grant Deed and then recorded the Grant Deed.
33. If not for the ExpressMap's representation of legal access and the formulation and creation of Parcel 2A by FATICO, Plaintiffs would not have closed the escrow or concluded the sales transaction with the buyers of the 102 acres. Plaintiffs reasonably understood Parcel 2A to be the Calabasas Peak Motorway. After the close of escrow Plaintiffs learned during the course of the Underlying Lawsuit that FATICO had no records showing how Parcel 2A came to be created. Plaintiffs further only just learned that FATICO had no records showing how the ExpressMap came to find legal access.
34. FATICO served as an escrow agent and abstractor of title by drafting the legal description of Parcel 2A which was used in the Grant Deed and which did not previously exist. At the time it drafted the legal description of Parcel 2A, FATICO was a fiduciary of Plaintiffs because it was acting in an escrow capacity. FATICO had a duty to disclose the recorded judgments and failed to do so and to inform Plaintiffs as to their significance.
35. FATICO's involvement in the creation and distribution of the Vision Resources Brochure was fraudulent because FATICO's involvement lead Plaintiffs to believe that the representations in the Brochure were factually correct. Plaintiffs relied to their detriment on Defendants' representations. Plaintiffs did not discover the falsity of the representations until recently when FATICO determined that the Property had no legal access and that Parcel 2A did not exist which FATICO should have properly investigated and determined and reflected in the

[^17]ExpressMap and legal descriptions which it placed in the Grant Deed. Moreover, Plaintiffs did not suffer damages until FATICO withdrew its defense and refused to settle the Underlying Lawsuit.

## IV.

## THE REAL ESTATE TRANSACTION

36. On or about February 17, 2006, Haron Shabatian ("Shabatian") and Fred Farzan ("Farzan") contracted to purchase of the Property for $\$ 1,570,000.00$ from Plaintiffs. On or about April 6, 2006, escrow closed and Shabatian and Farzan purchased the Property from Plaintiffs. ("Real Estate Transaction").
37. At no time before the escrow was closed, Purchasers' purchase price disbursed, and the Deed and Deed of Trust were recorded did Plaintiffs Jack Radzinski, Linda Razinski and William Weidman know that the Loan Policy of Insurance would contain a provision for arbitration of disputes between those Plaintiffs and Defendants FATICO and Does 11 through 20. At no time were any agreements or understandings reached between said Plaintiffs and Defendants FATICO and Does 1 through 30 that any disputes under the Loan Policy of Title Insurance would be subject to arbitration. At no time did said Plaintiffs agree to waive their right to trial by jury with respect to any claims which they might have against Defendants FATICO and Does 1 through 30. There was no agreement for the arbitration of disputes between said Plaintiffs and Defendants FATICO and Does 1 through 30 and the purported provision for arbitration of disputes between said Plaintiffs and Defendants FATICO and Does 1through 30, contained in the Loan Policy of Title Insurance is unenforceable as an impermissible attempt to deprive said Plaintiffs of their right to a jury trial which is guaranteed to them by Article I, § 16 of the California Constitution.
38. The invocation of the arbitration provision, additionally, is a breach of the covenant of good faith and fair dealing by FATICO's timing of its invocation of that clause on the eve of trial knowing that the arbitration process would be futile in light of said Plaintiffs' need for equitable relief regarding the duty to defend which is immediate absent which they will suffer irreparable harm, equitable relief the arbitrator could not provide in a timely manner, if at all. -11-
39. If Defendant FATICO had informed said Plaintiffs that the Loan Policy of Title Insurance which would be issued by Defendants FATICO and Does 1 through 30 would contain an arbitration provision, then said Plaintiffs would have requested that Defendants issue an endorsement which deleted the arbitration provision. Said Plaintiffs are informed and believe and on that basis allege, that Defendants FATICO and Does 1 through 30 on the request of prospective insureds routinely issue endorsements to policies of title insurance which delete the arbitration provision and would have issued such an endorsement to Plaintiffs if Plaintiffs had requested the issuance of the same.
40. If Defendants FATICO had informed said Plaintiffs that the Loan Policy of Title Insurance which would be issued by Defendants FATICO and Does 1 through 30, would contain an arbitration provision, then said Plaintiffs would have requested that said Defendants issue to said Plaintiffs a policy of title insurance which did not contain an arbitration provision. Said Plaintiffs are informed and believe and on the basis allege, that Defendants FATICO and Does 1through 30, on the request of prospective insureds, routinely issue policies of title insurance which do not contain an arbitration provision and they would have issued such a policy of title insurance to said Plaintiffs if they had requested the issuance of the same. Said Plaintiffs would have requested the issuance of such a policy of title insurance, which did not contain an arbitration provision, if they had known that the policy of title insurance which said Defendants intended to issue would contain an arbitration provision.

## V.

## THE POLICY

41. FATICO issued Policy Number 1564266 in connection with the Real Estate Transaction consisting of: (a) Owners Policy of Title Insurance, (b) Loan Policy of Title Insurance and (c) the ExpressMap Endorsement all of which were designated by the same policy number by FATICO and all of which relate to the identical above-referenced Real Estate Transaction and same three parcels and easements.
42. The named insureds of the Owner's portion of the Policy were initially Shabatian and Farzan. On completion of the Real Estate Transaction, Shabatian and Farzan -12-
agreed to reissue their Owner's portion of Policy to their successor-owners, Brown Derby LLC ("Brown Derby"), Sound Garden, LLC ("Sound Garden") and Capital State, LLC ("Capital State"). (collectively, Capital State, Brown Derby and Sound Garden, shall be some times referred to herein as or "Buyer Insureds") As of October 12, 2007, First American insured (1) Capital State as to Parcel 1 and 1A; (2) Brown Derby as to Parcel 2 and 2A; and (3) Sound Garden as to Parcel 3, 3A and 3B, under the Owner's Policy of Title Insurance for $\$ 1,570,000$,
43. The 20 acre parcel had previously been purchased by Plaintiffs with an ALTA Policy issued by First American after which J. Radzinski purchased an "ExpressMap endorsement" expressly attached to and made part of the Policy-in-suit. The Express Map insured the accuracy of "observable easements or uses" of the land depicted on the Express Map®. ("ExpressMap Endorsement") It further insured against the possibility that there were easements not depicted in the ExpressMap Endorsement.
44. Plaintiffs Jack Radzinski, Linda Radzinski and William Weidman are beneficiaries and the named insureds under the Loan Policy of Title Insurance issued with respect to the carry-back loan from Plaintiffs (sellers of the Property) to Shabatian and Farzan. The insured amount of the Policy is $\$ 715,000$. (collectively, W. Weidman, J. Radzinski and L. Radzinski, shall be some times referred to herein as "Lender Insureds")
45. The Property conveyed in the Real Estate Transaction was described in the Grant Deed prepared by FATICO conveying the Property, and the Policy with identical legal descriptions labeled as Parcel 1, Parcel 1A (easement), Parcel 2, Parcel 2A (easement), Parcel 3, Parcel 3A (easement), and Parcel 3 B (easement).
46. Parcels 1,2 and 3, and Easements 3A and 3B of the Property were depicted on the Express Map prepared by FATICO. Easements 1 A and 2A were not depicted on the Express Map. The Express Map also bears the Policy Number, 1564266.
47. The Lender and Owner Title Insurance Policies bear the same Policy Number and contain the following virtually identical insuring provisions, among others:

SUBJECT TO THE EXCLUSIONS FROM COVERAGE,
CONTAINED IN SCHEDULE B AND THE CONDITIONS ...
-13-

FIRST AMERICAN ... insures ... against loss or damage ... sustained or incurred by the insured by reason of:
2. Any defect in or lien or encumbrance on the title;
... [identical in Loan and Owner Portion]
4. Lack of right of access to and from the land ... [Loan Policy] (emphasis added)
4. No right of access to and from the land ... [Owner Policy]) (emphasis added)
48. Schedule A attached to both Title Insurance Policies contains the following identical language:
"The land referred to in this policy is described as follows:

*     *         * 

"PARCEL 2A: AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST HALF OF SECTION 34 AND THE SOUTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, SAID EASEMENT IS UNLOCATED." (emphasis added)
49. The Loan Policy of Title Insurance provides, in pertinent part, " $[t]$ he Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title ... as insured, but only to the extent provided in the Conditions and Stipulations." (emphasis added). The Conditions and Stipulations provide, in pertinent part:
4. DEFENSE ... OF ACTION ...
(a) Upon written request by the Insured ... the Company [First American Title Insurance Company], at its own cost and without unreasonable delay, shall provide for the defense of such insured [Lender Insureds] in litigation in which any third party
asserts a claim adverse to the title or interest as insured but only as to those stated causes of action alleging a defect.
50. The Loan Policy of Title Insurance contains, in pertinent part, the following
4. ... PROSECUTION OF ACTIONS
(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an Insured. ...The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. ... If the Company shall exercise its rights under this paragraph it shall do so diligently. (emphasis added)
51.

The Owner Policy of Title Insurance provides, in pertinent part, the following Condition:

## 5. ... PROSECUTION OF ACTIONS

(b) The Company shall have the right, in addition to the options contained in Section 7 [to settle claims] 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 shall be liable to the Insured.
... If the Company exercises its rights under this subsection it must do so diligently. (emphasis added)
VI.

## EVENTS LEADING TO THE UNDERLYING LAWSUIT

 -15-52. 

Before the Real Estate Transaction, Certificates of Compliance and Plot Plan Approvals from the Los Angeles County Department of Regional Planning were obtained for the three lots and were recorded. The Certificates of Compliance did not indicate lack of legal access. This process spanned a period of approximately 18 months and the Department of Regional Planning thoroughly reviewed the history of the lots and the surrounding area, particularly as to access, as the issuance of a Certificate of Compliance required findings with respect to legal access to the lots. Plaintiffs are informed and believe, and thereon allege, that by custom and practice where there is no legal access, the approved Certificate of Compliance will include a note specifying that legal access for the parcel has not been established, and lack of such proof at the time of approval will become public record for any future buyer or financing institution to know. No such note specifying that legal access for the parcels had not been established was included in the Certificates of Compliance (or Plot Plan Approvals) from the Los Angeles County Department of Regional Planning.
53. Plaintiffs are informed and believe, and thereon allege, the prospective purchasers, Shabatian and Farzan, expressed primary interest in developing Parcel 3 the sufficiency of whose access for development was a matter of public record.
54. After the sale of the Property to Shabatian and Farzan and the transfer of the Property to Brown Derby, Sound Garden and Capital State, Shabatian and Farzan obtained a one year extension for the Plot Plan Approvals. Towards the end of the second year, however, Shabatian and Farzan had requested changes to the plans to such an extent that when they requested a further, second extension, their request was denied, in part because of the newly enacted Grading and Ridgeline Ordinance.
55. In early May, 2009, three years after the Real Estate Transaction had been completed, the Buyers, by insurance coverage counsel, Hooman Dayani ("Dayani"), met with FATICO's coverage counsel, Jeffrey Dondanville ("Dondanville"), regarding Buyer's claim on their Policy, asserting that there was no legal access to the Property triggering coverage under the Owner's Policy of Title Insurance. Plaintiffs are informed and believe, and thereon allege, that Dayani asserted the Buyer Insureds suffered a covered loss under the Policy in excess of the total -16-
amount of the purchase price on the grounds that the there was no access to Property as insured and demanded payment of the Buyer Insureds claim in the amount of the policy limit, $\$ 1.57$ million. Plaintiffs are informed and believe, and thereon allege, Dayani claimed Parcel 2A as reflected on the Deed of Trust, and as insured under the Policy did not exist triggering coverage. Plaintiffs are informed and believe, and thereon allege, that Dayani claimed coverage under Owner's portion Coverages 2 ("... defect in or lien or encumbrance on the Title ...") and 4 ("No right of access to and from the Land") and demanded payment of $\$ 1.57$ million.
56. Plaintiffs are informed and believe that FATICO investigated Buyers' claim of lack of legal access and determined that, contrary to FATICO's earlier representations, there was no legal access, and further that Parcel 2A, an easement providing legal access described in the Policy and copied onto the Grant Deed, did not exist. Plaintiffs are further informed and believe, and thereon allege, instead of paying the Plaintiffs and the Buyer Insureds claims, FATICO formulated and effectuated a calculated plan which continues to this day to delay, reduce or avoid payment of the Sellers and the Buyers' claims in order cultivate litigation between the Buyer and Sellers to shift the compensable loss away from FATICO to the Sellers for allegedly not disclosing the very lack of access which FATICO had represented in its abstract of title existed.
57. In order to effectuate this plan, FATICO engaged in a series of acts that mislead the Buyers and Plaintiffs into believing that it was diligently seeking to establish or confirm the access which its abstract of title purported to represent existed.
58. To effectuate this plan FATICO invoked provisions 4(b) of the Loan Policy of Title Insurance and 5(b) of the Owners Policy of Title Insurance which authorized Defendants to act to establish title to the Property as insured.
59. In particular, on May 12, 2009, FATICO's coverage counsel Dondanville represented in writing " $[\mathrm{t}]$ he Company [FATICO] through its investigation believes that a right of access exists as to the subject property [the insured Property] based on long and unfettered use of the roads leading to the insured land
60. Dondanville made the above representation after meeting with Plaintiff Jack Radzinski in February, 2009, along with a representative of the Buyers, to obtain copies of all documents related to the Property.
61. Dondanville further represented in writing in May, 2009 "...litigation may be necessary to establish legal access to the insured land . ..." and that "[w]ith your [Buyer] cooperation, the company will be seeking to establish the insured right of access. If the attempt to establish the right of access is unsuccessful without litigation then the company [FATICO] may elect to retain counsel to take appropriate legal action to establish access." Dondanville represented these rights pursuant to Section 4(b) and 5(b) of the Policies, respectively, to establish title "as insured."
62. Sections 4(b) of the Loan Policy of Title Insurance and 5(b) of the Owners Policy of Title Insurance require FATICO exercise such rights to establish title to the estate or Property as insured "diligently." However, FATICO instead engaged in an intentional strategy of delay and intentionally did not act "diligently."
63. Over the next two months, between May $12^{\text {th }}$ and July $17^{\text {th }}, 2009$, FATICO prepared a Memorandum outlining a "Plan to Obtain Access To Land Near Calabasas Peak" ("First American's 4(b)/5(b) Plan") which FATICO provided to Dayani and the Buyers, but not the Sellers, Plaintiffs herein, or their representatives. To this date FATICO has refused to provide the Plaintiffs with a copy of FATICO's 4(b)/5(b) Plan.
64. On July 17, 2009, Buyers rejected FATICO's 4(b)/5(b) Plan as futile, dilatory, unreasonable and in bad faith, asserting "there is no question that the policy ... covers this loss. The insured title is defective because the easements set forth in the First American's policy ... do not exist. ... [c]overage is ... triggered based upon the complete lack of access to and from the land. ... there is no question that the lack of right of access as represented is a compensable loss, resulting in a substantial reduction in the subject property's market value."
65. FATICO took no action to confirm or establish this "right of access based on long and unferrered use of the roads leading to the insured land, including filing the appropriate litigation against the County of Los Angeles." FATICO also failed to establish access by any -18-
other means. Rather, FATICO encouraged the Buyers to sue plaintiff sellers and offered to pay the buyers only a tiny percentage of the monies they had paid to purchase the properties as diminution in value thereby failing to make the buyers whole, leaving them no choice but to sue the plaintiffs, who were equally victims of FATICO's false representations.
66. On that same date, July 17, 2009, the Buyers, by separate counsel, Mixon Jolly LLP, demanded mediation with Sellers regarding their claims of alleged misrepresentation in connection with the Real Estate Transaction pursuant to the dispute resolution provisions of the VLPA.
67. As a consequence, on August 28, 2009, Plaintiffs tendered the defense of the Buyers' claims to FATICO under the Loan Policy of Title Insurance, requesting FATICO to defend against the Buyer's claims which had been presented to Plaintiffs. At first, FATICO refused the tender of defense.
68. Instead, FATICO retained the law firm of Garrett \& Tully ("G\&T"), purportedly for the "limited purposes of attempting to obtain access over the Parcel 3 route or over the CPM route" and thereby "establish title as insured" pursuant to Section 4(b) and 5(b) of the Policy, and disprove the Buyers' claims.
69. The delay in proceeding pursuant to Section 4(b) and 5(b) of the Policies which then ensued as detailed below violated the Policies' requirements to act "diligently" and purportedly provided FATICO an excuse to advocate against Plaintiffs, their own insureds, to reduce FATICO's exposure, by encouraging the Buyers to sue the Sellers as G\&T then proceeded to do. In so doing, FATICO placed its own financial interests before that of its insureds.
70. Four months after Dondanville first invoked Sections 4(b) and 5(b) of the Policies, on September 11, 2009, G\&T informed Dayani of G\&T's "Potential Action to enforce an easement and/or recover damages ... possible adverse parties may include: ... 3. Jack Radzinski [Buyer Insured J. Radzinski] \& R.E. Eigenbrodt ...." (emphasis added)
71. By this statement, Defendants, and each of them, acting through $\mathrm{G} \& \mathrm{~T}$, recommended legal action against FATICO'S Lender Insured, Jack Radzinski and Eigenbrodt to whom it owed a fiduciary duty as escrow agent. G\&T thereby expanded its purported "limited -19-
role" regarding "access investigation" to general legal counsel to FATICO'S Buyers, Insureds under the Owner's Policy of Title Insurance - adverse to FATICO'S Lender Insureds - advocating affirmative action against FATICO'S Lender Insureds to "recover damages."
72. This strategy, undertaken to avoid FATICO'S paying claims under the Policy, was implemented after Plaintiffs tendered claims of the Buyer Insureds to FATICO on August 28, 2009. G\&T then proceeded to plan to exploit FATICO'S insurer-insured relationship with Jack Radzinski, to obtain information which the Buyer Insureds could use in a law suit against the Lender Insureds. By G\&T, FATICO planned to provide informational and strategic advice to the Buyer Insureds to delay, reduce, or avoid payment of the Buyer Insured's claim at the expense of the Lender Insureds thereby placing the financial interests of FATICO before those of its insureds and fomenting a lawsuit by the Buyer Insureds against the Lender Insureds.
73. On September 11, $2009 \mathrm{G} \& T$ further informed Dayani: " $[t]$ he question of suing Radzinski and Eigenbrodt is problematic. We need their cooperation and declarations regarding historic use of the roadway to access the properties." A "question to be explored is adding a cause of action against the sellers [Plaintiffs herein] .... for failure to disclose."
74. By this statement, FATICO by G\&T exponentially expanded its dual and conflicting roles as purported FATICO "access counsel" (to explore access to the land), to general counsel to the Buyers, expressly recommending suing FATICO's own Insureds (Plaintiffs herein) but only after G\&T actively deceived and "used" Lender Insured J. Radzinski for its purposes, affirmatively concealing from J. Radzinski that G\&T had already recommended that FATICO'S Buyer Insureds "sue" J. Radzinski.
75. Defendants expressed strategy and actions implementing that strategy which ensued and is ongoing to this day breached the fiduciary-like relationship between FATICO and J. Radzinski, Weidman and L. Radzinski, was unreasonable, and a bad faith breach of FATICO'S responsibility as insurer of the Lender Insureds that had earlier tendered its defense of the Buyer Insureds claims on August 28, 2009..
76. On or about April 1, 2010, 11 months after first invoking its option under Section 4(b) and 5(b) of the Policy, FATICO'S Buyer Insureds litigation counsel provided a copy -20 -
of its contemplated suit against Lender Insureds (the initial complaint in the Underlying Lawsuit) to First American's coverage counsel, Dondanville and requested his comments. Dondanville and the Buyer Insureds litigation counsel, Mixon Jolly, then exchanged views on the contents of the complaint contemplated to initiate the Underlying Lawsuit against the Lender Insureds. This action was unreasonable, improper, and a bad faith breach of First American's fiduciary-like responsibility as insurer of the Lender Insureds who had previously tendered its defense to First American on August 28, 2009 of the very Buyer Insureds' claims reflected in the Underlying Lawsuit. FATICO by these actions consciously and intentionally placed itself in a position adverse to its own Lender Insureds by counseling suit against Plaintiffs herein to further its own economic interests.

## VII.

## THE UNDERLYING LAWSUIT

77. On April 2, 2010, Buyer Insureds (Capital State, Brown Derby, and Sound Garden), and Farzan and Shabatian, filed a complaint in the Superior Court for the State of California, in and for Los Angeles County, against First American's Lender Insureds, W. Weidman, L. Radzinski and J. Radzinski, and others, entitled "Capital State, LLC, Farsh Properties, LLC, Fred Farzan, Haron Shabatian, Brown Derby, LLC, and Sound Garden, LLC v. Robert A. Eigenbrodt, individually and as trustee of the R.A. Eigenbrodt Family Trust dated March 17, 1999; John Radzinski, aka Jack Rogers, Linda Marie Radzinski, William Weidman, Robert A. Eigenbrodt \& Associates, Inc. Defined Benefits Pension Plan," Case No. BC 435121, assigned to Hon. Soussan G. Bruguera (hereinafter "Underlying Lawsuit"). Plaintiffs hereby request the Court to take judicial notice of the files in the Underlying Lawsuit.
78. In addition, the Buyer Insureds filed a separate lawsuit, Farsh Properties, LLC et al. v. Schmitz \& Assoc., BC420202 in which they alleged claims for fraudulent concealment, breach of contract, rescission, breach of fiduciary duty, unjust enrichment and professional negligence against Schmitz \& Associates, the firm plaintiffs hired to develop the vacant land.
79. In addition, the Buyer Insureds filed a third civil action in the Superior Court of the State of California, in and for the County of Los Angeles, entitled Capital State, Sound -21-

Garden, and Brown Derby et al., v. First American, Case No. BC46827 alleging causes of action for Breach of Contract, Fraud and Insurance Bad Faith against First American Title Insurance Company alleging First American has no intention of performing under the Policy and that First American was a substantial factor in causing Buyer Insureds' to suffer damages in excess of $\$ 1.7$ million. However, the Buyer Insureds dismissed their lawsuit against First American without prejudice. All of these actions were consolidated on February 29, 2012, on the Court's own motion.
80. After being served with the summons and complaint in the Underlying Lawsuit, Plaintiffs, Defendants in the Underlying lawsuit, timely and duly tendered the defense of the action to the defendants, and each of them. Defendants subsequently acknowledged the receipt of the tender of defense.
81. FATICO accepted the tender of defense of the Underlying Lawsuit on June 4, 2010 under reservation of rights and thereafter re-confirmed its acceptance of the tender in correspondence of August 12, 2010, September 14, 2011, October 18, 2011, March 23, 2012, March 30, 2012, June 28, 2012, November 1, 2012, and December 12, 2012, during which time the initial complaint was amended on three occasions, discovery completed and potentially dispositive motions filed by all parties.
82. The Third Amended Complaint in the Underlying Lawsuit alleges, inter alia, that sellers of the Property, were required to disclose:
> 19.1 "Known material facts and defects affecting the property and other disclosures required by law;
19.2 Legal Proceedings ...affecting the Property, including any lawsuits alleging a defect of deficiency in the Property ...;
19.3 Deed Restrictions ...
19.4 Landlocked: The absence of legal or physical access to the Property;
19.5 Easements/Encroachments: Any encroachments, easements, or similar matters that may affect the Property ..."
83. The Third Amended Complaint further alleges, inter alia, that First American's Lender Insureds, W. Weidman, L. Radzinski, and J. Radzinski, sellers of the Property, were required failed to disclose:
20.1 "The 101 ACRES did not have sufficient legal access for development;
20.6 [T]he policy did not reflect the true status of title ...."
84. The First Cause of Action in the Third Amended Complaint pled against Plaintiffs expressly incorporates each of the prior allegations of the complaint, including, without limitation, subparagraphs 19.1 through 19.5 and 20.1 and 20.6 by alleging "Plaintiffs reincorporate paragraphs 1 through 25 of this Complaint as if incorporated in full herein."
85. The First Cause of Action of the Third Amended Complaint alleges the defendant "fail[ed] to disclose the issues with access to the property ...."
86. In addition, the Buyers allege in the Fourth Cause of Action of the Third Amended Complaint that the Sellers breached the covenant against encumbrances as contained in Civil Code Section 1113 by executing a grant deed which reflected the conveyance of Parcel 2A whereas, it is alleged, Parcel 2A had been quieted in persons and entities other than the Sellers.
87. In particular the Fourth Cause of Action of the Third Amended Complaint contains the following allegations;
"47. At the time of execution of the deed, the property was, and continues to be, subject to an official Los Angeles Superior Court Judgment terminating Parcel 2A, enjoining entry onto parcel 2 A , and quieting Parcel 2 A . In persons and entities other than Defendants, and each of them."

## VIII.

## FIRST AMERICAN'S BAD FAITH LITIGATION CONDUCT

88. After the Underlying Lawsuit was filed (April 2, 2010), and after FATICO accepted tender of the defense from Plaintiff (June 4, 2010), on August 25, 2010, FATICO informed Mixon Jolly, LLP, Buyers' litigation counsel for the Underlying Lawsuit, that FATICO -23-
had been unable to locate access to the Capital State and Brown Derby parcels "generally and specifically as to the lack of the easement set out in Parcel 2A of the policy." FATICO enclosed checks for the amount of the claimed diminution in value caused by the lack of access. This letter was not known to Plaintiffs until approximately September 30, 2011 at which time Plaintiffs requested the letter be withdrawn.
89. The August 25, 2010, letter was sent to induce the Buyers pursuit of the Underlying Lawsuit in breach of FATICO'S fiduciary-like duties owed to the Sellers as insured and fiduciary duties as escrow agent to all Plaintiffs. The letter reflected the lack of diligence in implementing the plan to establish access to the Property as insured formulated in May, 2009. On September 30, 2011, when the August 25, 2010 letter first came to Plaintiffs' attention, Plaintiffs requested First American to withdraw the letter. In bad faith, First American ignored this request.
90. On June 21, 2012, the Plaintiffs demanded that FATICO attempt in good faith to settle the Underlying Lawsuit within the policy limits because liability had become reasonably clear. However in bad faith FATICO refused.
91. On July 24, 2012, the Plaintiffs demanded that FATICO attempt in good faith to settle the Underlying Lawsuit within the policy limits because liability had become reasonably clear. However in bad faith FATICO refused.
92. Notwithstanding its acceptance of the tender of the defense of the Underlying Lawsuit, FATICO, by its coverage counsel "Boss Law Firm, APLC", then refused to pay portions of the legal fees incurred on behalf of the Plaintiffs in the Underlying Lawsuit billed in the May $24^{\text {th }}, 30$ th, 2012, (Invoice No. 47438) and Invoice of June 30, 2012, interfering with the Plaintiffs' ability to defend the Underlying Lawsuit. The refusal to pay portions of legal fees incurred by the Plaintiffs in defense of the Underlying Lawsuit was specifically intended to further encourage the Buyer Insureds in their pursuit of the Plaintiffs thereby deflecting claims against FATICO.
93. On August 7, 2012, with the Underling Lawsuit set for trial on August 20, 2012, the Plaintiffs again demanded that FATICO "do whatever is necessary" to attempt in good faith to settle the Underlying Lawsuit as liability had become reasonably clear. However in bad faith FATICO refused.
94. On January 16, 2013, Plaintiffs again demanded that FATICO attempt in good faith to resolve the Underlying Lawsuit within Policy Limits. However in bad faith FATICO refused.

## IX.

## FIRST AMERICAN IN BAD FAITH WRONGFULLY WITHDRAWS THE DEFENSE OF ITS INSUREDS

95. From June 4, 2010, until February 8, 2013, FATICO continued to accept the tender of the defense of the Underlying Lawsuit during which time all pre-trial investigation discovery was completed; however, on February 8, 2013, on the eve of trial, purportedly based upon rulings in the Underlying Lawsuit granting summary adjudication in favor of FATICO'S Buyer Insureds the Second, Third and Fourth Causes of Action in the Third Amended Complaint, FATICO in bad faith wrongfully withdrew its acceptance of the tender of defense of the remaining First Cause of Action as to all FATICO'S Lender Insureds. Plaintiffs objected to the withdrawal of acceptance of the tender of defense. FATICO in bad faith wrongfully refused to resume defense of the Plaintiffs in the Underlying Lawsuit.
96. The trial of the Underlying Lawsuit is presently scheduled for September 23, 2013.
97. Plaintiffs are informed and believe and thereon allege that the defendants, and each of them, failed and refused to:
A. Continue to defend their insureds (Plaintiffs) from the claims asserted in the Underlying Lawsuit on and after February 8, 2013, in particular the First Cause of Action in the Third Amended Complaint.
B. Conduct a prompt, full and complete investigation of the claims in addition to those matters alleged and remaining in the Underlying Lawsuit.
C. Indemnify their insureds from the claims asserted in the Underlying Lawsuit.
D. Conduct any investigation after they rejected the tender of defenses and the Plaintiffs advised defendants that it had failed to conduct a proper investigation into the Underlying Lawsuit.
98. The facts alleged in the Underlying Lawsuit and the information which was available to the defendant insurer at or about the time of the withdrawal of the defense revealed:
A. That there was a potential for coverage under the "any defect in or lien or encumbrance on the title" coverage in that it is claimed in the First Cause of Action and elsewhere in the operative complaint that the insureds were required to disclose deed restrictions, any encroachments, easements, or similar matters that may affect the Property, including the lack of legal or physical access to the property.
B. That there was a potential for coverage under the "any defect in or lien or encumbrance on the title" coverage in that it is claimed in the First Cause of Action and elsewhere in the operative complaint that the insureds were required to disclose the 101 ACRES did not have sufficient legal access for development.
C. That there was a potential for coverage under the "any defect in or lien or encumbrance on the title" coverage in that it is claimed that the insureds knew the policy did not reflect the true status of title.
D. That there was a potential for coverage under the "any defect in or lien or encumbrance on the title" coverage in that it is claimed in the First Cause of Action and elsewhere in the operative complaint that the insureds were required to disclose deed restrictions, any encroachments, easements, or similar matters that may affect the Property, including the lack of legal or physical access to the property.
E. That there was a potential for coverage under the "lack of legal access to and from the land" coverage in that it is claimed in the First Cause of Action and elsewhere in the operative complaint that the insureds were required to disclose deed restrictions, any encroachments, easements, or similar matters that may affect the Property, including the lack of legal or physical access to the property.
F. That there was a potential for coverage under the "lack of legal access to and from the land" coverage in that it is claimed in the First Cause of Action and elsewhere in the operative complaint that the insureds were required to disclose the 101 ACRES did not have sufficient legal access for development.
G. That there was a potential for coverage under the "lack of legal access to and from the land" coverage in that it is claimed in the First Cause of Action and elsewhere in the operative complaint that the insureds knew the policy did not reflect the true status of title.
H. That there was a potential for coverage under the "lack of legal access to and from the land" coverage in that it is claimed in the First Cause of Action and elsewhere in the operative complaint that the insureds were required to disclose deed restrictions, any encroachments, easements, or similar matters that may affect the Property, including the lack of legal or physical access to the property.
99. Plaintiffs have performed all of their obligations under each of the contracts identified above, except for those obligations which because of the breach by the defendants, or any of them, of their obligations, plaintiffs have been excused or prevented from performing.

## FIRST CAUSE OF ACTION

(Declaratory Relief)
(Plaintiffs Jack Radzinski, Linda Radzinski and William Weidman Against All Defendants and DOES 1-100, inclusive)
100. Plaintiffs refer to, repeat and reallege each of the allegations in Paragraph 1 through 99 of this Complaint and incorporates said allegations into this cause of action as though fully set forth herein.
101. An actual controversy exists between Plaintiffs and each Defendant. Plaintiffs contend that, under the terms of the Policy, each Defendant owes a duty to defend Plaintiffs against the Underlying Suit, including the First Cause of Action which is set for trial September 23, 2013. Plaintiffs further contend that, under the terms of the Policy each Defendant owes a duty to fully indemnify and pay on behalf of Plaintiffs all sums (up to Policy limits) for which Plaintiffs have or may be held liable in the Underlying Lawsuit, including all past and future costs of suit. Plaintiffs are informed and believe and based thereon allege that each Defendant disputes Plaintiffs' contentions and denies any duty to defend Plaintiffs against the Underlying Lawsuit or indemnify Plaintiffs against liability. Accordingly, Plaintiffs seek a judicial declaration of

Defendants' obligations under the Policy of insurance.

## SECOND CAUSE OF ACTION

(Breach of Contract - Failing and Refusing to Defend, Indemnify or Settle) (Plaintiffs Jack Radzinski, Linda Radzinski and William Weidman Against All Defendants and DOES 1-100, inclusive)
102. Plaintiffs refer to, repeat and reallege each of the allegations in Paragraph 1 through 101 of this Complaint and incorporates said allegations into this cause of action as though fully set forth herein.
103. Under the express terms of the conditions and stipulations of the Policy, Defendants owe a duty to fully indemnify (up to Policy limits) for all sums for which Plaintiffs may or have been held liable, and pay on behalf of Plaintiffs all costs, attorneys' fees and expenses incurred in defense of the Underlying Lawsuit. Notwithstanding such duties, the Defendants have denied coverage and failed and/or refused to pay any sum on Plaintiffs' behalves or to indemnify Plaintiffs for any portion of Plaintiffs' liability or resume the defense of the Underlying Lawsuit.
104. Plaintiffs are informed and believe and thereon allege that defendants, and each of them, breached their obligations under the Policy by, among other things:
A. By failing and refusing to defend the plaintiffs, and each of them, from the claims asserted in the Underlying Lawsuit;
B. By failing and refusing to timely and completely fund the defense of the plaintiffs, and each of them, from the claims asserted in the Underlying Lawsuit, prior to withdrawing the acceptance of the tender of defense;
C. By failing to exercise its rights under paragraph $4(\mathrm{~b})$ and $5(\mathrm{~b})$ of the Policy diligently;
D. By failing and refusing to indemnify the plaintiffs, and each of them, from the claims asserted in the Underlying Lawsuit;
E. By failing and refusing to attempt in good faith to settle the claims of the plaintiffs asserted in the Underlying Lawsuit after liability became reasonably clear;
F. By failing to conduct a full and complete investigation into the facts and circumstance of the claims asserted against plaintiffs in the Underlying Lawsuit;
G. By doing each of the acts or omissions alleged above.
105. As a direct and proximate result of the breach by the defendants of their obligations under the Policy, Plaintiffs have been damaged by having to retain attomeys to defend themselves from the claims asserted in the Underlying Lawsuit and general damages in an amount to be proved at time of trial. Defendants have thereby caused Plaintiffs to suffer damages in excess of the minimum jurisdictional limits of this Court, subject to proof at trial.

## THIRD CAUSE OF ACTION

(Breach of the Covenant of Good Faith and Fair Dealing)
(Plaintiffs Jack Radzinski, Linda Radzinski and William Weidman Against All Defendants and DOES 1-100, inclusive)
106. Plaintiffs refer to, repeat and reallege each of the allegations in Paragraph 1 through 105 of this Complaint and incorporate said allegations into this cause of action as though fully set forth herein.
107. In every contract of insurance, including without exception the Policy issued by Defendants, there is an implied covenant of good faith and fair dealing that the insurer will do nothing to unfairly deprive the insured of the benefits of the contract or to place its own interest before the interest of the insured. Defendants, having issued a Policy of insurance, were at all times material bound to said implied covenant of good faith and fair dealing.
108. In the course of denying coverage and/refusing to pay on Plaintiffs' behalf or indemnify Plaintiffs for any portion of Plaintiffs' liability, and in the course of rejecting the previously accepted tender of defense after three years of litigation on the even of trial, Defendants breached the implied covenant of good faith and fair dealing by, among other things:
A. Failing to fully and thoroughly investigate Plaintiffs' claims for coverage and potential coverage and forcing Plaintiffs to perform such investigation at Plaintiffs' own expense;
B. Delaying and refusing resolution of Plaintiffs' claims by asserting coverage defenses that were legally and/or factually invalid;
C. Placing unduly restrictive interpretations of its policy terms for the purpose of denying coverage and potential coverage and the right to a defense due under the policy;
D. Refusing to pay for or contribute to reasonable settlements that were less than the potential ultimate judgments against Plaintiffs;
E. Refusing on and after February 8, 2013 to pay for or contribute to the defense of the Plaintiffs against the Underlying Suit;
F. Forcing Plaintiffs to institute litigation to obtain a defense of the Underlying Lawsuit and to recover amounts due under the policy;
G. Failing to give Plaintiffs' interests equal consideration with its own;
H. Failing to modify coverage and duty to defend positions as additional information was provided by Plaintiffs;
I. Failing and refusing to timely and completely fund the defense of the plaintiffs, and each of them, from the claims asserted in the Underlying Lawsuit, prior to withdrawing the acceptance of the tender of defense;
J. Failing and refusing to diligently exercise their rights under paragraph 4(b) and 5(b) of the Policy, and intentionally engaging in delay in exercising such rights as part of a plan and strategy to shift losses from defendants to plaintiffs;
K. Unreasonably and without proper cause devising and formulating a plan to obtain access to the Property as insured pursuant to their rights under paragraph 4(b) and 5(b) of the First American Policy, but specifically abandoning that plan as part of a plan and strategy to shift losses from defendants to plaintiffs and away from First American;
L. Unreasonably and without proper cause hiring counsel, G\&T, as "access counsel" and thereafter advocating to the Buyer Insureds, even after Plaintiffs' had tendered defense of the Underlying Lawsuit to the defendants, that the Buyer

Insureds treat the Plaintiffs as "adverse parties", sue the Plaintiffs, but not until defendants could deceive Plaintiffs, in particular, Plaintiff J. Radzinski, into providing Defendants, and each of them, information relating to access to the Property;
M. Unreasonably and without proper cause failed and refused to indemnify the Plaintiffs, and each of them, from the claims asserted in the Underlying Lawsuit; N. Unreasonably and without proper cause failing and refusing to attempt in good faith to effectuate prompt, fair and equitable settlements of claims in which liability had become reasonably clear in the Underlying Lawsuit;
O. Unreasonably and without proper cause failing to settle the Buyer Insureds claims promptly where coverage was clear and apparent in order to influence the initiation of litigation against Plaintiffs to shift the compensable loss from First American to the Plaintiffs.
109. Plaintiffs are informed and believe the Defendants engaged in the above course of conduct of the purpose of placing their own interests above those of Plaintiffs, its insureds, and of withholding from Plaintiffs the rights and benefits to which Plaintiffs are entitled under the policies.
110. As a proximate result of the Defendants' breaches, Plaintiffs have been damaged in that they have been forced to conduct the investigation of the claim and right to a defense at its own expenses. Additionally, Plaintiffs have sustained and will continue to sustain attorneys' fees and costs in prosecuting this coverage action against the Defendant. The Defendants have thereby caused Plaintiffs to suffer damages in excess of the jurisdictional limits of this Court, subject to proof at trial.
111. The Defendants' conduct as alleged was despicable, oppressive and fraudulent, and was performed with a conscious disregard of Plaintiffs' rights, thereby justifying exemplary and punitive damages against each Defendant in an amount sufficient to punish it for the severity of its conduct, to make $n$ example of it and to deter such conduct in the future.

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## FOURTH CAUSE OF ACTION

(Breach of UCL)
(Plaintiffs Jack Radzinski, Linda Radzinski and William Weidman Against All Defendants and DOES 1-100, inclusive)
112. Plaintiffs refer to, repeat and reallege each of the allegations in Paragraph 1 through 111 of this Complaint and incorporate said allegations into this cause of action as though fully set forth herein.
113. FATICO'S Defendants, and each of them, are subject to the Unfair Competition Laws of the State of California (B\&P Sections 17200-17210) pursuant to Insurance Code Section 1861.03(a).
114. Defendants' acts and practices as described herein are (a) unlawful and (b) unfair business practices and are also (c) deceptive, untrue and misleading advertising by Defendants, in violation of California Business and Professions Code Sections 17200 through 17203.
115. Defendants acts and practices are "unlawful" business practices that violate the following predicate statute provisions:
A. Marketing the "ExpressMap" Insurance Product along with brochures asserting the marketability of title as an abstract of Title which could be relied upon as accurately representing the state of the title to the property thereby fraudulently misrepresenting the state of the title as insured in violation of Insurance Code Section 790.03(h)(1);
B. Not attempting in good faith to effectuate prompt, fair, and equitable settlements of claims in which liability had become reasonably clear in violation of Insurance Code Section 790.03(h)(5);
C. Passively waiting for the Plaintiff to make a settlement offer and not proactively seeking to settle the Underlying Lawsuit in violation of Insurance Code Section 790.03;
D. Falsely advertising and fraudulently misrepresenting in the Policy that it would
provide a defense of the title as insured in violation of Insurance Code Section 790.03(h)(1);
E. Falsely advertising and fraudulently misrepresenting in the Policy that it would provide coverage in the event the insured suffered a loss insured by the Policy in violation of Insurance Code Section 790.03(h)(1).
116. On or about May 15, 2013, Plaintiffs duly demanded that Defendants and each of them resume the defense of the Lender Insureds in the Underlying Action which includes the First Cause of Action which alleges facts and circumstances which may fall within the coverage of the Policy.
117. Despite such due demand Defendants and each of them have refused to resume the defense of the Lender Insureds.
118. On or about June $21^{\text {st }}$, July $24^{\text {th }}$ and August 7, 2012, Plaintiffs made due demand that Defendants attempt in good faith to effectuate prompt, fair, and equitable settlements of claims in the Underlying Lawsuit in which liability had become reasonably clear.
119. Despite such due demands Defendants and each them refused in good faith to effectuate prompt, fair and equitable settlement of such claims in the Underlying Lawsuit in which liability had become reasonably clear.
120. On or about June $21^{\text {st }}$, July $24^{\text {th }}$ August $7^{\text {th }}$ 2012, and January and May, 2013, Plaintiffs made due demand that Defendants indemnify Plaintiffs for the claims alleged in the Underlying Lawsuit.
121. Despite such due demands Defendants and each of them denied coverage based upon overly narrow and incorrect reading of the Policy.
122. Plaintiffs have suffered injury and damages as a result of the Defendants' unlawful and unfair practices in violation of Plaintiffs' legally protected interests. California's Unfair Competition Laws permits civil recovery and injunctive relief, including mandatory injunctive relief, for "any unlawful, unfair or fraudulent business act or practice." Defendants have violated the California Insurance Code by failing and refusing to comply with Insurance Code Sections 790.03(h)(1) and (h)(5). Accordingly, pursuant to Bus. \& Prof. Code Section 17200
and 17203, Plaintiffs request the issuance of temporary, preliminary and permanent mandatory injunctive relief mandating Defendant, and each of them, and their agents and employees, to abide the terms of the Policy as follows: (A) An Order requiring Defendants to resume the defense of the Plaintiffs in the Underlying Lawsuit; (B) An Order requiring Defendants to attempt in good faith to settle the claims asserted in the Underlying Lawsuit now that liability has become reasonably clear; (C) An Order requiring Defendants to indemnify the Plaintiffs from the claims asserted in the Underlying Lawsuit.

## FIFTH CAUSE OF ACTION

(Negligence by Fiduciaries in the Performance of their Duties) (All Plaintiffs Against All Defendants and DOES 1-10, inclusive)
123. Plaintiffs refer to, repeat and reallege each of the allegations in Paragraph 1 through 122 of this Complaint and incorporate said allegations into this cause of action as though fully set forth herein.
124. Defendant FATICO, as one of Plaintiffs escrow agents, and fiduciaries including but not limited to the creation of the description of Parcel 2A in the Grant Deed and the recordation of the Grant Deed, at First American's instruction. First American negligently and carelessly performed their duties in their handling of documents and other things for Plaintiffs sale of the 102 acres. As a proximate result of said Defendants negligence, Plaintiffs have been damaged in an amount in excess of the jurisdictional limits of this Court, the exact amount to be determined at trial.

## SIXTH CAUSE OF ACTION

(Damages for Fraud and Deceit-Suppression of Facts by Fiduciaries)
(All Plaintiffs Against All Defendants and DOES 1-10, inclusive)
125. Plaintiffs refer to, repeat and reallege each of the allegations in Paragraph 1 through 124 of this Complaint and incorporate said allegations into this cause of action as though fully set forth herein.
126. Defendant FATICO, as one of plaintiffs escrow agents, were the fiduciaries of Plaintiffs and were required to disclose to Plaintiffs and not to suppress their knowledge of the -34-
facts which they had. Defendants willfully failed to disclose to Plaintiffs, among other things: (a) the access did not exist along the Calabasas Peak Motorway, although it was identified in the ExpressMap; (b) that Parcel 2A did not exist or was not the Calabasas Peak Motorway, even though it was created by FATICO and described in the Grant Deed, which was prepared by and recorded at the request of FATICO; (c) that Parcel 2A was also fraudulently represented in the Preliminary Title Report and then the Title Insurance policy even though it did not exist and never existed. Said actions by FATICO mislead plaintiffs to believe in the existence of Parcel 2A and legal access for the 102 acres that were sold when said legal access apparently did not exist as FATICO later admitted.
127. The willful suppression of the aforesaid facts by said Defendants has damaged Plaintiffs in an amount in excess of the jurisdictional limits of this Court, the exact amount to be determined at trial.
128. The willful representation of facts, willful failures to disclose facts and willful suppression of facts by said Defendants, as alleged herein, was done by said Defendants with an intent to induce Plaintiffs to act in the manner herein alleged in reliance thereon so that Defendants could obtain fees and commissions from Plaintiffs' sale of the 102 acres.
129. Plaintiffs, at the time that said Defendants misconduct took place and at the time that Plaintiffs took the actions herein alleged, were ignorant of the existence of the facts which said Defendants knew, willfully suppressed and failed to disclose to Plaintiffs. If Plaintiffs had been aware of the existence of the facts which were known to said Defendants, but willfully suppressed and not disclosed by Defendants to Plaintiffs, then Plaintiffs would not have sold the 102 acres to the Buyers, would not spent monies to hire agents to obtain approvals from the County of Los Angeles, would not have made representations to the Buyers regarding legal access.
130. As a proximate result of the willful tortious conduct by Defendants, and each of them as alleged herein, Plaintiffs have been damaged in an amount in excess of the jurisdictional limits of this Court, the exact amount to be determined t trial.
131. Defendants aforementioned conduct was intended by Defendants to cause -35-
injury to Plaintiffs or was despicable conduct carried on by the said Defendants with a willful and conscious disregard of the rights of Plaintiffs, or subjected Plaintiffs to cruel and unjust hardship in conscious disregard of Plaintiffs rights or was an intentional misrepresentation, deceit or concealment of material facts known to the Defendants with the intention to deprive Plaintiffs of property, legal rights or otherwise because injury, such as to constitute malice, oppression or fraud under California Civil Code section 3294, thereby entitling Plaintiffs to punitive damages in an amount appropriate to punish or set an example of Defendants.
132. Defendants conduct was highly reprehensible because, among other things: (A) it caused Plaintiffs severe emotional and economic injury; (B) it demonstrated Defendants indifference to the rights of Plaintiffs; (C) it was repeated and continuous over a period of time of more than fifteen months, rather than just an isolated incident; (d) it caused harm to Plaintiffs not be accident, but rather by Defendants intentional malice, trickery and deceit, and (e) Plaintiffs were emotionally and financially vulnerable to Defendants because the conduct of said Defendants involved plaintiffs real property and that Defendant First American is one of the largest title insurance companies in California and the world.
133. Defendants conduct described herein was undertaken by the Defendants' managing agents, identified herein as Does 21 through 30 , who were responsible for claims supervision, and operations, underwriting, communications and/or decisions. The afore-described conduct of said managing agents was therefore undertaken on behalf of the said Defendants. Defendants had advance knowledge of the actions and conduct of said individuals whose action and conduct was ratified, authorized and approved by the managing agents whose precise identities are unknown to Plaintiffs at this time and are therefore identified and designated herein as Does 21 through 30, inclusive.

## SEVENTH CAUSE OF ACTION

(Damages for Fraud and Deceit by Fiduciaries)
(All Plaintiffs Against All Defendants and DOES 1-10, inclusive)
133. Plaintiffs refer to, repeat and reallege each of the allegations in Paragraph 1 through 132 of this Complaint and incorporate said allegations into this cause of action as though
fully set forth herein.
134. Defendant FATICO has actual knowledge of the existence of the underlying "Landlocked" case, being Case No. BC 049815 in which the Bailey-Martin easement was found to have been negated.
135. Defendant FATICO had actual knowledge of the existence of the recorded judgments in Case No. BC 049815.
136. Defendant FATICO, with intent to deceive and induce reliance, failed to disclose these material facts to the Plaintiffs.
137. Defendant FATICO, with intent to deceive and induce reliance, intentionally represented to the Plaintiffs and the other parties to the escrow that there was legal access to the Property over the " $2 A$ " easement and prepared the description of the access easement to be used by the parties to the Real Estate Transaction, including Plaintiffs.
138. Plaintiffs justifiably relied to their detriment upon the above-referenced acts and omissions of FATICO in proceeding to enter the VLPA to sell the Property.
139. The willful suppression of the aforesaid facts by said Defendants has damaged Plaintiffs in an amount in excess of the jurisdictional limits of this Court, the exact amount to be determined at trial.
140. The willful representation of facts, willful failures to disclose facts and willful suppression of facts by said Defendants, as alleged herein, was done by said Defendants with an intent to induce Plaintiffs to act in the manner herein alleged in reliance thereon so that Defendants could obtain fees and commissions from Plaintiffs sale of the 102 acres.
141. Plaintiffs, at the time that said Defendants misconduct took place and at the time that Plaintiffs took the actions herein alleged, were ignorant of the existence of the facts which said Defendants knew, willfully suppressed and failed to disclose to Plaintiffs. If Plaintiffs had been aware of the existence of the facts which were known to said Defendants, but willfully suppressed and not disclosed by Defendants to Plaintiffs, then Plaintiffs would not have sold the 102 acres to the Buyers in the Underlying Action, would not spent monies to hire agents to obtain approvals from the County of Los Angeles, would not have made representations to the Buyers -37-
regarding legal access.
142. As a proximate result of the willful tortious conduct by Defendants, and each of them as alleged herein, Plaintiffs have been damaged in an amount in excess of the jurisdictional limits of this Court, the exact amount to be determined t trial.
143. Defendants aforementioned conduct was intended by Defendants to cause injury to Plaintiffs or was despicable conduct carried on by the said Defendants with a willful and conscious disregard of the rights of Plaintiffs, or subjected Plaintiffs to cruel and unjust hardship in conscious disregard of Plaintiffs rights or was an intentional misrepresentation, deceit or concealment of material facts known to the Defendants with the intention to deprive Plaintiffs of property, legal rights or otherwise because injury, such as to constitute malice, oppression or fraud under California Civil Code section 3294, thereby entitling Plaintiffs to punitive damages in an amount appropriate to punish or set an example of Defendants.
144. Defendants conduct was highly reprehensible because, among other things: (A) it caused Plaintiffs severe emotional and economic injury; (B) it demonstrated Defendants indifference to the rights of Plaintiffs; (C) it was repeated and continuous over a period of time of more than fifteen months, rather than just an isolated incident; (d) it caused harm to Plaintiffs not be accident, but rather by Defendants intentional malice, trickery and deceit, and (e) Plaintiffs were emotionally and financially vulnerable to Defendants because the conduct of said Defendants involved plaintiffs real property and that Defendant First American is one of the largest title insurance companies in California and the world.
145. Defendants conduct described herein was undertaken by the Defendants' managing agents, identified herein as Does 21 through 30 , who were responsible for claims supervision, and operations, underwriting, communications and/or decisions. The afore-described conduct of said managing agents was therefore undertaken on behalf of the said Defendants. Defendants had advance knowledge of the actions and conduct of said individuals whose action and conduct was ratified, authorized and approved by the managing agents whose precise identities are unknown to Plaintiffs at this time and are therefore identified and designated herein as Does 21 through 30, inclusive.

## EIGHTH CAUSE OF ACTION

(Damages for Intentional Infliction of Emotional Distress Cause by Outrageous Conduct) (All Plaintiffs Against All Defendants and DOES 1-10, inclusive)
146. Plaintiffs refer to, repeat and reallege each of the allegations in Paragraph 1 through 145 of this Complaint and incorporate said allegations into this cause of action as though fully set forth herein.
147. Defendants' conduct was intentional and malicious and done for the purpose of causing Plaintiffs to suffer humiliation, mental anguish, sever emotional and physical distress. Defendants' conduct was done with a wanton and reckless disregard of the consequences to Plaintiffs.
148. As a proximate result of the acts alleged herein, Plaintiffs have suffered humiliation, mental anguish, severe emotional and physical distress, and have been injured in mind and body all to Plaintiffs' damage.
149. Defendants' aforementioned conduct was intended by Defendants to cause injury to Plaintiffs or was despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiffs or subject Plaintiffs to cruel and unjust hardship in conscious disregard of Plaintiffs' rights or was an intentional misrepresentation, deceit or concealment of material facts known to the Defendants with the intention to deprive Plaintiffs of property, legal rights or to otherwise cause injury, such as to constitute malice, oppression or fraud under California Civil Code Section 3294, thereby entitle Plaintiffs to punitive damages in an amount appropriate to punish to set an example of Defendants.
150. Defendants' conduct was highly reprehensible because, among other things:
(A) It caused Plaintiffs severe emotional distress;
(B) It caused Plaintiffs severe economic loss;
(C) It demonstrated Defendants' indifference as to the rights of Plaintiffs;
(D) It was repeated and continued over a period of more than three years, rather than just an isolated instance;
(E) It caused harm to Plaintiffs not by accident, but rather by Defendants' intentional -39-
malice, trickery and deceit.
151. Defendants' conduct described herein was undertaken by the Defendants' managing agents, identified herein as Does 21 through30, who were responsible for claims supervision, operations, underwriting, communications and/or decisions. The afore-described conduct of said managing agents was therefore undertaken on behalf of the corporate defendants, including FATICO. FATICO had advance knowledge of the actions and conduct of said individuals whose actions and conduct were ratified, authorized and approved by the managing agents whose precise identifies are unknown to Plaintiffs at this time and are therefore identified and designated as Does 21 through 30.

WHEREFORE, Plaintiffs pray the Court enter judgment in favor of Plaintiffs and against Defendants as follows:

1. On the First Cause of Action, for a judicial declaration of the rights, duties and obligations of the parties, including a declaration that each Defendant is obligated to pay the costs, attorneys fees and expenses incurred in defense of the Underlying Action and a declaration that each Defendant is obligated to pay on behalf of Plaintiffs all sums for which Plaintiffs have or may be liable in the Underlying Action.
2. On the Second, Third, Fifth and Sixth Causes of Action, for general and special damages in am amount to be proven at the time of trial;
3. On the Third Cause of Action, for attorneys' fees, bad faith damages and punitive damages.
4. Plaintiff demands trial by jury on all issues so triable.
5. . On the Fourth Cause of Action, for a mandatory injunction to Defendants to (a) pay the costs, attorneys fees and expenses incurred in defense of the Underlying Action, (b) attempt in good faith to attempt to settle the claims in the Underlying Lawsuit now that liability had become reasonably clear, (c) indemnify Plaintiffs against all claims asserted in the Underlying Lawsuit.

Dated: August 6, 2013

ROBINSON DI LAND

By:


EXHIBIT 1


Form No. 1402.06
ALTA Owner's Policy (6-17-06)

## 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, attomeys' 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 charocter, dimensions, or location of any improvement erected on the Land;
(ili) the subdivistion of land; or
(iv) ervironmental 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 clains, 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 Pollcy, 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) resuting in no loss or damage to the Insured Caimant;
(d) attaching or created subsequent to Date of Policy (however, this daes not modify or llmit the coverage provided under Covered RIsks 9 and 10); or
(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had pald value for the Titte.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' nghts laws, that the transaction vesting the THle 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.

## CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:
(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
(b) "Date of Policy": The date designated as "Date of Policy" In Schedule A
(c) "Ently": A corporation, partnership, trust, limited liability company, or other similar legal entity.
(d) "Insured": The Insured named in Schedule $A$.
(i) The term "Insured" also includes
(A) successors to the Title of the Insured by operation of law as distingulshed from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
(B) successors to an Insured by dissolution, merger, consolldation, distribution, or reorganization;
(C) successors to an Insured by its conversion to another kind of Entity;
(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
(1) If the stock, shares, memberships, or other equily interests of the grantee are wholly-owned by the named Insured,
(2) if the grantee wholly owns the named insured,
(3) if the grantee is wholly-owned by an afliliated Entity of the named Insured, provided the affliated Entity and the named Insured are bolh wholly-owned by the same person or Ently, or
(9) If the grantee is a trustee or benefliary of a trust created by a written instrument established by the insured named in Schedule A for estate plarning purposes.
(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessar Insured.
(e) "Insured Claimant": An insured claiming loss or damage.
(I) "Knowledge" or "Known": Actual knowledge, not constructive knowdedge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
(g) "Land": The land described in Schedule $A_{t}$ 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, tille, 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 insured by this policy.
(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
(i) "Public Records": Records established under state statutes at Date of Policy for the purpose or imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is lacated.
(j) "Title": The estate or interest described in Scheduie A.
(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Tite or fender on the Thle to be released from the obllgation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of thls policy shall conlinue in force as of Date of Policy in favor of an Insured, but only so long as the insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyarke of the Titie. This policy shall not continue in force in favor of amy purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.
3. NOTTCE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in witting (1) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any dem of titie or interest that is adverse to the Titte, as insured, and that might cause loss or darrage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Titte. If the Company is prejudiced by the failure of the Insured Clatmant to provide prompt notice, the Company's liability to the Insured Gaimant under the policy shall be reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Comparty 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, or other matter insured ogainst by this policy that consthutes the basis of loss or damage and shall 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 Section 7 of these Conditions, the Compary, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litlgation in which any third party asserts a claim covered by this policy adverse to the Insured. This oblligation is limited to only those stated causes of attion alleging matters insured against by this pollcy. The Company shall have 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 ta those stated causes of action. It shall not be 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 those causes of action that allege mamers not insured against by this policy.
(b) The Company shall have the right, in addition to the optlons contalned in

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ALTA Owner's Policy (6-17-06)

Section 7 of these Conditions, 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 pollcy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liabilly or walver of amy provision of this policy. If the Company exercises lis rights under this subsection, it must do so diligently.
(c) Whenever the Company brings an action or asserts a defense as requited or permilted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.
6. DUTY OF INSURED CLAXMANT TO COOPERATE
(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so 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. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (i) in ary other lawful act that in the oplnion of the Compary may be necessary or desirable to establish the Tite or any other matter as insured. If the Compary is prejudiced by the fallure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiting such cooperation.
(b) The Company may reasonably require the Insured Claimant to subnit 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 whather bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writng, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Clamant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the: administration of the claim. Failure of the Insured Caimant 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 this subsection, uniess prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.
7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAMMS; TERMINATION OF LIABIETTY
In case of a claim under this policy, the Company shall have 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 together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were autharized 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, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, fincluding ary liability or obligation to defend, prosecute, or continue any litigation.
(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
(i) To pay or otherwise settle with other partles for or in the name of an Insured Caimant any claim Insured against under this policy. In additon, 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 hass or damage provided for under this policy, together with any costs,
attorneys' fees, and expenses incurred by the Insured Clamant 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 of the options provided for in subsections (b)(1) or (ii), the Company's obligations to the Insured under this policy for the clamed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecite, or contrue any litigation.

## 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Gaimant who has suffered loss or damage by reason of matters insured against by this polky.
(a) The extent of liability of the Company for loss or damage under this polity shall not exceed the fesser of
(i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Tite subject to the risk insured against by this policy.
(b) If the Company pursues its rights under Section 5 of these Condtions and is unsurcessiul in establishing the Title, as insured,
(i) the Amount of insurance shall be increased by $10 \%$, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the chaim was made by the Insured Clamant or as of the date it is settled and paid.
(c) In addibion to the extent of fiability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.
9. Limitation of liability
(a) If the Company establishes the Titte, or removes the alieged defect, fien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the clam of Unmarketable Title, all as Insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be llable for any loss or damage caused to the Insured.
(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Thte, as insured.
(c) The Company shall not be liable for loss or damage to the insured for Hability voluntarily assumed by the insured in settling any claim or suit without the prlor written consent of the Compary.
10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILTTY
All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

## 11. Ltability noncumulative

The Amount of Insurance shall 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 Date of Pollicy and which is a charge or llen on the Title, and the amount so paid shall be deemed a payment to the insured under this policy.

## 12. PAYMENT OF LOSS

When tiability and the extent of loss or damage have been definitely flxed in accordance with these Conditions, the payment shall be made within 30 days.
13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT
(a) Whenever the Company shall have setted and paid a claim under this policy, it shall be subrogated and entitled to the rights 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 or property, to the extent of the amourt of any loss, costs, attomeys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or sette in the name of the Insured Clamant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
If a payment on account of a clalm does not fully cover the loss of the Insured Clairnant, the Company shall defer the exercise of tis right to recover until after the Insured Claimant shall have recovered its loss.

Form No. 1402.06
ALTA Owner's Policy (6-17-06)
(b) The Company's right of subrogation includes the rights of the insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

## 14. ARBITRATION

Fither the Company or the insured may demand that the daim or controversy shall be submitted to arbitration pursuant to the Titte Insurance Arbitration Rules of the American Land Title Assoclation ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or daim between the Company and the Insured arising out of or relating to thls policy, any service in comnection with its issuance or the breach of a pollcy provision, or to any other controversy or claim arising out of the transaction giving rise to this pollcy. All arbitrable matters when the Amount of Insurance is $\$ 2,000,000$ or less shall be arbitrated at the option of elther the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $\$ 2,000,000$ shall be arbitrated only when agreed to by both the Company and the Insured. Asbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgrnent upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.
15. LIABILTTY LXMITEO TO THIS POLICY; POLICY ENTIRE CONTRACT
(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
(b) Any clatm of loss or damage that anises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of insurance.

## 16. SEVERABILITY

In the event any provisian of this policy, in whole or in part, is held invalid or unenforceable under applicable baw, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.
17. CHOICE OF LAW; FORUM
(a) Choice of Law: The lnsured acknowledges the Company has underwitten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of pollcies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of daims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
(b) Choice of Forum: Any litigation or ather proceeding brought by the Insured against the Compamy must be filed only in a state or federal court within the United States of America or its territories having approprate jurisdiction.
18. NOTICES, WHERE SENT

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 1 First American Way, Santa Ana, CA 92707, Attn: Clatms Department.


## SCHEDULE A

## First American Title Insurance Company

Name and Address of Title Insurance Company:
First American Title Insurance Company
1 First American Way
Santa Ana, CA 92707

File No.: 1564266
Policy No.: 1564266
Address Reference: , unincorp, CA
Amount of Insurance: $\$ 1,570,000.00$
Premium: \$contract
Date of Policy: October 12, 2007 at 1:12 p.m.

1. Name of Insured:

Capital State, L.L.C., a California limited liability company, as to Parcel 1 and 1 A; Brown Derby, L.L.C., a California limited liability company, as to Parcel 2 and 2A; and Sound Garden, L.L.C., a California limited liability company, as to Parcel 3, 3A and 3B
2. The estate or interest in the Land that is insured by this policy is:

A Fee as to Parcel(s) $1,2 \& 3$, an easement as to $\operatorname{Parcel}(\mathrm{s}) 1 \mathrm{~A}, 2 \mathrm{~A}, 3 \mathrm{~A}, \& 3 \mathrm{~B}$.
3. Title is vested in:

Capital State, L.L.C., a California limited liability company, as to Parcel I and 1A; Brown Derby, L.L.C., a California limited liability company, as to Parcel 2 and 2A; and Sound Garden, L.L.C., a California limited liability company, as to Parcel 3, 3A and 3B
4. The Land referred to in this policy is described as follows:

Real property in the unincorporated area of the County of Los Angeles, State of California, described as follows:

## PARCEL 1:

LOT 2 OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31, 1896.

PARCEL 1A:
AN EASEMENT AND RIGHT OF WAY, 40 FEET IN WIDTH FOR INGRESS AND EGRESS, ROADWAY, UTILITY AND OTHER INCIDENTAL PURPOSES ACROSS GOVERNMENT LOT 3 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND. SAID EASEMENT IS UNLOCATED.

PARCEL Z:
LOT 3 BEING THE FRACTIONAL NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31, 1896.

PARCEL 2A:
AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST HALF OF SECTION 34 AND THE SOUTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF ṢAID LAND. SAID EASEMENT IS UNLOCATED.

PARCEL 3:
THE WEST 660.00 FEET MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER, IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 3A:
AN EASEMENT FOR ROAD PURPOSES, PUBLIC UTILITIES, SEWERS AND FOR SLOPE AND DRAINAGE PURPOSES OVER THAT PORTION OF THE EAST HALF OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, INCLUDED WITHIN A STRIP OF LAND 60.00 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF THE 60.00 FEET EASEMENT AS RESERVED IN THE QUITCLAIM DEED RECORDED OCTOBER 13, 1966 AS INSTRUMENT NO. 38 IN BOOK D3452 PAGE 331, OFFICIAL RECORDS, DISTANT NORTHERLY ALONG THE ARC OF A CURVE, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 37 DEGREES $27^{\prime} 20^{\prime \prime}$ AND AN ARC LENGTH OF 117.67 FEET, AS DESCRIBED IN SAID LAST MENTIONED RESERVATION, AN ARC DISTANCE OF 39.27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 63 DEGREES $35^{\circ} 08^{\prime \prime}$ WEST 134.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 43 DEGREES $37^{\prime} 28^{\prime \prime}$ AN ARC DISTANCE OF 76.14 FEET; THENCE SOUTH 19 DEGREES $57^{\prime} 40^{\prime \prime}$ WEST 142.97 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLIY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 38 DEGREES $16^{\prime} 54^{\prime \prime}$ AN ARC DISTANCE OF 66.81 FEET; THENCE SOUTH 58 DEGREES $14^{\prime} 34^{\prime \prime}$ WEST 91.97 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 72 DEGREES $16^{\prime} 54^{\prime \prime}$ AN ARC DISTANCE OF 107.23 FEET; THENCE SOUTH 14 DEGREES $02^{\prime} 20^{\prime \prime}$ EAST 147.40 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 53 DEGREES $35^{\prime} 09^{\prime \prime}$ AN ARC DISTANCE OF 93.52 FEET; THENCE SOUTH 39 DEGREES $32^{\prime} 49^{\prime \prime}$ WEST 40.01 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES $15^{\circ} 06^{\prime \prime}$ AN ARC DISTANCE OF 39.99 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 4 DEGREES $27^{\prime} 43^{\prime \prime}$ WEST 224.88 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES $32^{\prime} 03^{\prime \prime}$ AN ARC DISTANCE OF 40.67 FEET; THENCE SOUTH 19 DEGREES $59^{\prime} 46^{\prime \prime}$ WEST 229.37 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 54 DEGREES $33^{\prime} 13^{\prime \prime}$ AN ARC DISTANCE OF 71.41 FEET; THENCE SOUTH 34 DEGREES $33^{\prime} 27^{\prime \prime}$ EAST $18.69^{\circ}$ FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES $43^{\prime} 21^{\prime \prime}$ AN ARC DISTANCE OF 38.76 FEET; THENCE SOUTH 66 DEGREES $16^{\prime} 48^{\prime \prime}$ EAST 38.21 FEET TANGENT TO SAID LAST MENTIONED

CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES 08' $09^{\prime \prime}$ AN ARC DISTANCE OF 62.47 FEET; THENCE NORTH 62 DEGREES $35^{\prime} 09^{\prime \prime}$ EAST 0.03 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES $15^{\prime} 16^{\prime \prime}$ AN ARC DISTANCE OF 36.92 FEET; THENCE NORTH 27 DEGREES $19^{\prime} 47^{\prime \prime}$ EAST 78.15 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE END OF SAID LAST MENTIONED CENTER LINE.

PARCEL 3B:
AN EASEMENT FOR ROAD PURPOSES, PUBLIC UTILITIES, SEWERS, AND FOR SLOPE AND DRAINAGE PURPOSES OVER THAT PORTION OF SECTION 34, TOWNSHIP I NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF INCLUDED WITHIN A STRIP OF LAND 60 FEET WIDE, LYING 30 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ELSIE DRIVE 30 FEET WIDE, AS SAID DRIVE IS SHOWN ON THE MAP OF TRACT 8550, RECORDED IN BOOK 109 PAGES 77 TO 80 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE SOUTHERLY LINE OF SAID TRACT 8550, SAID CENTER LINE HAVING A BEARING OF NORTH 0 DEGREES $06^{\prime} 00^{\prime \prime}$ EAST FOR THE PURPOSES OF THIS DESCRIPTION; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY TANGENT TO SAID CENTER LINE ANO HAVING A RADIUS OF 70 FEET, THROUGH A CENTRAL ANGLE OF 53 DEGREES $33^{\prime} 19^{\prime \prime}$, AN ARC DISTANCE OF 65.43 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 53 DEGREES $27^{\prime} 19^{\prime \prime}$ EAST 63.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 235 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 44 DEGREES 08' $14^{\prime \prime}$ AN ARC DISTANCE OF 181.03 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 9 DEGREES $19^{\prime} 05^{\prime \prime}$ EAST 14.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 100 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 37 DEGREES $06^{\prime} 52^{\prime \prime}$ AN ARC DISTANCE OF 64.78 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 46 DEGREES $25^{\circ}$ $57^{\prime \prime}$ EAST 453.53 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 60 DEGREES $02^{\prime} 44^{\prime \prime}$ AN ARC DISTANCE OF 104.80 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 13 DEGREES $36^{\circ} 47^{\prime \prime}$ WEST 79.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 180 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37 DEGREES 27' $20^{\prime \prime}$ AN ARC DISTANCE OF 117.67 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 23 DEGREES $50^{\prime} 33^{\prime \prime}$ EAST 61.27 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82 DEGREES $33^{\prime} 59^{\prime \prime}$ AN ARC DISTANCE OF 208.95 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 120 FEET; THENCE SOUTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL. ANGLE OF 94 DEGREES 09' $27^{\prime \prime}$ AN ARC DISTANCE OF 197.20 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 113 DEGREES $39^{\prime} 24^{\prime \prime}$ AN ARC DISTANCE OF 99.18 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 131 FEET; THENCE NORTHEASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES $29^{\prime} 42^{\prime \prime}$ AN ARC DISTANCE OF 58.29 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 245 FEET; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID LAST MENTIONED REVERSE CURVE THROUGH A CENTRAL ANGLE OF 68 DEGREES 51' $30^{\prime \prime}$ AN ARC DISTANCE OF 294.44 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 82 DEGREES $31^{\prime} 56^{\prime \prime}$ EAST 573.95 FEET TO A POINT IN THE CENTER LINE OF OLD TOPANGA CANYON ROAD, 50 FEET WIDE, AS DESCRIBED IN DEED RECORDED OCTOBER 14, 1926 AS INSTRUMENT NO. 1776 IN

BOOK 6029 PAGE 393, OFFICIAL RECORDS.
SAID EASEMENT TO TERMINATE NORTHERLY IN SAID SOUTHERLY LINE OF TRACT 8550, AND TO TERMINATE EASTERLY IN THE WESTERLY LINE OF SAID OLD TOPANGA CANYON ROAD.

APN: 4455-008-002 and 4455-008-003 and 4455-005-020

## SCHEDULE B

File No.: 1564266
Policy No.: 1564266

## 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:

## Part One:

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.

## Part Two:

1. General and special taxes and assessments for the fiscal year 2006-2007, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the Calfornia Revenue and Taxation Code.
3. Any water rights or claims or title to water in or under the Land.
4. Covenants, conditions, restrictions and easements in the document recorded December 21 , 1925 as Book 4570 Page 24 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate 7 Title 42 , Section 3604(c), of the United States Codes or Section 12955 of the California 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.
(Affects Parcel 2A)
5. Covenants, conditions and restrictions, easements for any purpose including but limited to, ingress, egress, public utilities, slopes pipelines, drainage, sanitary sewers, provisions and incidental purposes as disclosed by documents of record that affect the ingress and egress easement shown as Parcel 2A referred to in the legal description of said land.
6. No assurance is given as to the exact location of the Ingress and Egress Easement shown as Parcels 1A \& 2A in the legal description.
7. An easement for purposes herein stated, and rights incidental thereto as provided in a document For: public utilities.
Affects: Parcel 3.
Recorded: March 18, 1979 as Instrument No. 79-279135, Official Records.
8. The terms and provisions contained in the document entitled "Agreement Between West Basin Municipal Water District and Robert A. Eigenbrodt for Exemption of 1992-1993 Standby Charges" recorded March 20, 1997 as Instrument No. 97-423867 of Official Records.
(Affects Parcel 1)
9. The terms and provisions contained in the document entitled "Agreement Providing For Deferral of Land Water Standby Charge" recorded September 28, 1995 as Instrument No. $95-1573746$ of Official Records.
(Affects Parcel 2)
10. An easement for purposes herein stated, and rights incidental thereto as provided in a document For: road purposes, public utilities, sewers and for slope and drainage purposes.
Affects: Parcel 3 , as described therein.
Recorded: April 11, 1968 as Instrument No. 367, Official Records.
11. The terms and provisions contained in the document entitled "Agreement Among West Basin Municipal Water District And Mr. Robert W. Taylor and Ms. Grace J. Taylor for 1994/95 Reduction/Exemption Of Water Standby Charges" recorded July 28, 1995 as Instrument No. 951227195 of Official Records.
12. The terms and provisions contained in the document entitled "Agreement Among West Basin Municipal Water District And Robert W. and Grace J. Taylor for Exemption Of 1995/96 Standby Charges Assessor Parcel Number(s) 44555-005-020" recorded August 10, 1995 as Instrument No. 95-1306279 of Official Records.
13. The terms and provisions contained in the document entitled "Agreement Providing For Exemption Of Land From Water Standby Charges" recorded September 21, 1995 as Instrument No. 95-1540956 of Official Records.
14. The effect of a document entitled "Grant of Easements", recorded July 2, 2003 as Instrument No. 03-1902641 of Official Records.

## Affects Parcel 3

15. The terms and provisions contained in the document entitled "Notice of Consent to Use Land" recorded July 2, 2003 as Instrument No. 03-1902642 of Official Records.
(Affects Parcel 3)
16. The terms and provisions contained in the document entitled "Notice of Consent to Use Land" recorded March 10, 2004 as Instrument No. 04-581345 of Official Records.
17. The terms and provisions contained in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04-2836774 of Official Records.
(Affects Parcel 1)
18. The terms and provisions contained in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04-2836775 of Official Records.
(Affects Parcel 3)
19. The terms and provisions contained in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04-2836776 of Official Records.

## (Affects Parcel 2)

20. An easement for Ingress and egress, roadway, utility and other and incidental purposes in the document recorded November 29, 2004 as instrument No. 04-3073481 of Official Records.

The location of the easement cannot be determined from record information.
(Affects Parcel 2)
21. The effect of the terms and provisions contained in the document entitled "Certificate of Compliance" recorded February 4, 2005 as 05-272682 of Official Records.
(Affects Parcel 3)
22. The effect of the terms and provisions contained in the document entitled "Certificate of Compliance" recorded April 8, 2005 as 05-818628 of Official Records.
(Affects Parcel 1)
23. The terms and provisions contained in the document entitled Notice of Consent of Land Use recorded May 31, 2007 as Instrument No. 20071319850 of Official Records.
24. The terms and provisions contained in the document entitled Notice of Consent of Land Use recorded May 31, 2007 as Instrument No. 20071319851 of Official Records.
25. The terms and provisions contained in the document entitled Notice of Consent of Land Use recorded May 31, 2007 as Instrument No. 20071319852 of Official Records.

## INTERIM BINDER

FEE $\$ 3,801.00$

FIRST AMERICAN TITLE INSURANCE COMPANY<br>a corporation,

hereby agrees that with the vestee named herein that it will issue, from and after the date shown below, its ALTA Standard Owners Policy policy of title insurance with a liability not exceeding $\$ 1,570,000.00$, showing title to the estate or interest described to be vested in the vestee named herein subject only to the exceptions shown herein and to all of the provisions of the policy; or, if a valid and sufficient instrument creating an insurable estate or interest in favor of the nominee of the vestee named herein is executed, delivered and recorded within two years from the date shown below, the policy will be issued as of the date of recording the instrument, insuring the estate or interest subject only to the aforesaid exceptions and provisions of the policy and to liens, encumbrances and any other matters which shall have intervened, occurred or attached, or become for the first time disclosed of record between the date stated below and the date of recording the instrument, including those matters which may attach as a result of the recording.

This Binder is preliminary to the issuance of the policy of title insurance and shall become null and void 730 days from the date shown below or when the policy is issued, whichever shall first occur.

Dated: April 06, 2006

First American Title Insurance Company


## SCHEDULE A

The estate or interest in the land described or referred to herein is:
A fee.

A fee as to Parcel(s) 1,2 \& 3, an easement as to Parcel(s) $1 \mathrm{~A}, 2 \mathrm{~A}, 3 \mathrm{~A}, \& 3 \mathrm{~B}$.
Title to the estate or interest covered hereby at the date hereof is yested in:
Haron Shabatian, a married man, as his sole and separate property, as to an undivided $50 \%$ interest and Fred Farzan, a married man, as his sole and separate property, as to an undivided $50 \%$ interest, as tenants in common

The land referred to herein is described as follows:

Real property in the City of unincorp, County of Los Angeles, State of California, described as follows:

PARCEL 1:
LOT 2 OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST $31,1896$.

PARCEL 1A:
AN EASEMENT AND RIGHT OF WAY, 40 FEET IN WIDTH FOR INGRESS AND EGRESS, ROADWAY, UTILITY AND OTHER INCIDENTAL PURPOSES ACROSS GOVERNMENT LOT 3 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND. SAID EASEMENT IS UNLOCATED.

## PARCEL 2:

LOT 3 BEING THE FRACTIONAL NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31 , 1896.

PARCEL 2A:
AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST HALF OF SECIION 34 AND THE SOUTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND. SAID EASEMENT IS UNLOCATED.

PARCEL 3:

THE WEST 660.00 FEET MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER, IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 3A:
AN EASEMENT FOR ROAD PURPOSES, PUBLIC UTILITIES, SEWERS AND FOR SLOPE AND DRAINAGE PURPOSES OVER THAT PORTION OF THE EAST HALF OF SECTION 34 , TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, INCLUDED WITHIN A STRIP OF LAND 60.00 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF THE 60.00 FEET EASEMENT AS RESERVED IN THE QUITCLAIM DEED RECORDED OCTOBER 13, 1966 AS INSTRUMENT NO. 38 IN BOOK D3452 PAGE 331, OFFICIAL RECORDS, DISTANT NORTHERLY ALONG THE ARC OF A CURVE, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 37 DEGREES $27^{\prime} 20^{\prime \prime}$ AND AN ARC LENGTH OF 117.67 FEET, AS DESCRIBED IN SAID LAST MENTIONED RESERVATION, AN ARC DISTANCE OF 39.27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 63 DEGREES $35^{\prime} 08^{\prime \prime}$ WEST 134.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 43 DEGREES $37^{\prime} 28^{\prime \prime}$ AN ARC DISTANCE OF 76.14 FEET; THENCE SOUTH 19 DEGREES $57^{\prime} 40^{\prime \prime}$ WEST 142.97 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 38 DEGREES $16^{\prime} 54^{\prime \prime}$ AN ARC DISTANCE OF 66.81 FEET; THENCE SOUTH 58 DEGREES $14^{\prime} 34^{\prime \prime}$ WEST 91.97 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 72 DEGREES $16^{\prime} 54^{\prime \prime}$ AN ARC DISTANCE OF 107.23 FEET; THENCE SOUTH 14 DEGREES $02^{\prime} 20^{\prime \prime}$ EAST 147.40 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 53 DEGREES $35^{\prime} 09^{\prime \prime}$ AN ARC DISTANCE OF 93.52 FEET; THENCE SOUTH 39 DEGREES $32^{\prime} 49^{\prime \prime}$ WEST 40.01 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES $15^{\prime} 06^{\prime \prime}$ AN ARC DISTANCE OF 39.99 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 4 DEGREES $27^{\prime} 43^{\prime \prime}$ WEST 224.88 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES $32^{\prime} 03^{\prime \prime}$ AN ARC DISTANCE OF 40.67 FEET; THENCE SOUTH 19 DEGREES $59^{\prime} 46^{\prime \prime}$ WEST 229.37 FEETT TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 54 DEGREES $33^{\prime} 13^{\prime \prime}$ AN ARC DISTANCE OF 71.41 FEET; THENCE SOUTH 34 DEGREES $33^{\circ} 27^{\prime \prime}$ EAST 18.69 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES $43^{\prime} 21^{\prime \prime}$ AN ARC DISTANCE OF 38.76 FEET; THENCE SOUTH 66 DEGREES $16^{\prime} 48^{\prime \prime}$ EAST 38.21 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A

RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES 08' $09^{\prime \prime}$ AN ARC DISTANCE OF 62.47 FEET; THENCE NORTH 62 DEGREES $35^{\prime} 09^{\prime \prime}$ EAST 0.03 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES $15^{\prime} 16^{\prime \prime}$ AN ARC DISTANCE OF 36.92 FEET; THENCE NORTH 27 DEGREES $19^{\prime} 47^{\prime \prime}$ EAST 78.15 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE END OF SAID LAST MENTIONED CENTER LINE.

PARCEL 3B:

AN EASEMENT FOR ROAD PURPOSES, PUBLIC UTILITIES, SEWERS, AND FOR SLOPE AND DRAINAGE PURPOSES OVER THAT PORTION OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF INCLUDED WITHIN A STRIP OF LAND 60 FEET WIDE, LYING 30 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ELSIE DRIVE, 30 FEET WIDE, AS SAID DRIVE IS SHOWN ON THE MAP OF TRACT 8550, RECORDED IN BOOK 109 PAGES 77 TO 80 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE SOUTHERLY LINE OF SAID TRACT 8550, SAID CENTER LINE HAVING A BEARING OF NORTH 0 DEGREES 06' $00^{\prime \prime}$ EAST FOR THE PURPOSES OF THIS DESCRIPTION; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY TANGENT TO SAID CENTER LINE AND HAVING A RADIUS OF 70 FEET, THROUGH A CENTRAL ANGLE OF 53 DEGREES $33^{\prime} 19^{\prime \prime}$, AN ARC DISTANCE OF 65.43 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 53 DEGREES 27' $19^{\prime \prime}$ EAST 63.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 235 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 44 DEGREES 08' $14^{\prime \prime}$ AN ARC DISTANCE OF 181.03 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 9 DEGREES $19^{\circ} 05^{\prime \prime}$ EAST 14.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HȦVING A RADIUS OF 100 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 37 DEGREES $06^{\prime} 52^{\prime \prime}$ AN ARC DISTANCE OF 64.78 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 46 DEGREES $25^{\circ}$ $57^{\prime \prime}$ EAST 453.53 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 60 DEGREES 02' $44^{\prime \prime}$ AN ARC DISTANCE OF 104.80 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 13 DEGREES $36^{\prime} 47^{\prime \prime}$ WEST' 79.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 180 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37 DEGREES $27^{\prime} 20^{\prime \prime}$ AN ARC DISTANCE OF 117.67 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 23 DEGREES $50^{\prime} 33^{\prime \prime}$ EAST 61.27 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82 DEGREES $33^{\prime} 59^{\prime \prime}$ AN ARC DISTANCE OF 208.95 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 120 FEET; THENCE SOUTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 94 DEGREES $09^{\prime} 27^{\prime \prime}$ AN ARC DISTANCE OF 197.20 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 113 DEGREES $39^{\prime} 24^{\prime \prime}$ AN ARC DISTANCE OF 99.18 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 131 FEET; THENCE NORTHEASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES $29^{\prime} 42^{\prime \prime}$ AN ARC DISTANCE OF 58.29 FEET TO

THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HȦVING A RADIUS OF 245 FEET; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID LAST MENTIONED REVERSE CURVE THROUGH A CENTRAL ANGLE OF 68 DEGREES 51' $30^{\prime \prime}$ AN ARC DISTANCE OF 294.44 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 82 DEGREES $31^{\prime} 56^{\prime \prime}$ EAST 573.95 FEET TO A POINT IN THE CENTER LINE OF OLD TOPANGA CANYON ROAD, 50 FEET WIDE, AS DESCRIBED IN DEED RECORDED OCTOBER 14, 1926 AS INSTRUMENT NO. 1776 IN BOOK 6029' PAGE 393, OFFICIAL RECORDS.

SAID EASEMENT TO TERMINATE NORTHERLY IN SAID SOUTHERLY LINE OF TRACT 8550, AND TO TERMINATE EASTERLY IN THE WESTERLY LINE OF SAID OLD TOPANGA CANYON ROAD.

APN: 4455-008-002 and 4455-008-003 and 4455-005-020

## Exceptions:

1. General and special taxes and assessments for the fiscal year 2006-2007, a lien not yet due or payable.
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. Any water rights or claims or title to water in or under the Land.
4. Covenants, conditions, restrictions and easements in the document recorded December 21, 1925 as Book 4570 Page 24 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42 , Section 3604(c), of the United States Codes or Section 12955 of the California 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.
(Affects Parcel 2A)

5. Covenants, conditions and restrictions, easements for any purpose including but limited to, ingress, egress, public utilities, slopes pipelines, drainage, sanitary sewers, provisions and incidental purposes as disclosed by documents of record that affect the ingress and egress easement shown as Parcel 2A referred to in the legal description of said land.
6. No assurance is given as to the exact location of the Ingress and Egress Easement shown as Parcels 1A \& 2A in the legal description.
7. An easement for purposes herein stated, and rights incidental thereto as provided in a document For: public utilities.
Affects: Parcel 3.
Recorded: March 18, 1979 as Instrument No. 79-279135, Official Records.

Order Number: 1564266
Page Number: 6
8. . The terms and provisions contained in the document entitled "Agreement Between West Basin Municipal Water District and Robert A. Eigenbrodt for Exemption of 1992-1993 Standby Charges" recorded March 20, 1997 as Instrument No. 97-423867 of Official Records.

## (Affects Parcel 1)

9. The terms and provisions contained in the document entitled "Agreement Providing For Deferral of Land Water Standby Charge" recorded September 28, 1995 as Instrument No. 95-1573746 of Official Records.

## (Affects Parcel 2)

10. An easement for purposes herein stated, and rights incidental thereto as provided in a document For: road purposes, public utilities, sewers and for slope and drainage purposes.
Affects: Parcel 3, as described therein.
Recorded: April 11, 1968 as Instrument No. 367, Official Records.
11. The terms and provisions contained in the document entitled "Agreement Among West Basin Municipal Water District And Mr. Robert W. Taylor and Ms. Grace J. Taylor for 1994/95 Reduction/Exemption Of Water. Standby Charges" recorded July 28, 1995 as Instrument No. 951227195 of Official Records.
12. The terms and provisions contained in the document entitled "Agreement Among West Basin Municipal Water District And Robert W. and Grace J. Taylor for Exemption Of 1995/96 Standby Charges Assessor Parcel Number(s) 44555-005-020" recorded August 10, 1995 as Instrument No. 95-1306279 of Official Records.
13. The terms and provisions contained in the document entitled "Agreement Providing For Exemption Of Land From Water Standby Charges" recorded September 21, 1995 as Instrument No. 95-1540956 of Official Records.
14. The effect of a document entitled "Grant of Easements", recorded July 2, 2003 as Instrument No. 03-1902641 of Official Records.

## Affects Parcel 3

15. The terms and provisions contained in the document entitled "Notice of Consent to Use Land" recorded July 2, 2003 as Instrument No. 03-1902642 of Official Records.

## (Affects Parcel 3)

16. The terms and provisions contained in the document entitled "Notice of Consent to Use Land" recorded March 10, 2004 as Instrument No. 04-581345 of Official Records.
17. The terms and provisions contained in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04-2836774 of Official Records.
(Affects Parcel 1)
18. The terms and provisions contained in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04-2836775 of Official Records.
(Affects Parcel 3)
19. The terms and provisions contained in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04-2836776 of Official Records.

## (Affects Parcel 2)

20. An easement for Ingress and egress, roadway, utility and other and incidental purposes in the document recorded November 29, 2004 as instrument No. 04-3073481 of Official Records.

The location of the easement cannot be determined from record information.
(Affects Parcel 2)
21. The effect of the terms and provisions contained in the document entitled "Certificate of Compliance" recorded February 4, 2005 as 05-272682 of Official Records.

## (Affects Parcel 3)

22. The effect of the terms and provisions contained in the document entitled "Certificate of Compliance" recorded April 8, 2005 as 05-818628 of Official Records.

## (Affects Parcel 1)

23. A deed of trust to secure an indebtedness in the original principal amount of $\$ 715,000.00$ recorded April 06, 2006 as Document No.06-750525 of Official Records.

Dated:
Trustor:

Trustee:
Beneficiary:

March 28, 2006
Haron Shabatian, a married man as his sole and separate property, as to an undivided $50 \%$ interest, and Fred Farzan, a married man as his sole and separate property, as to an undivided $50 \%$ interest, as tenants in common First American Title Co., a California corporation John Radzinski and Linda Marlene Radzinski, husband and wife as joint tenants, as to an undivided $34 \%$ niterest; Haven Exchange, Inc., as to an undivided $56 \%$ interest; and William H . Weidman, a single man, as to an undivided $10 \%$ interest, all as tenants in common
24. A deed of trust to secure an indebtedness in the original princlpal amount of $\$ 285,000.00$ recorded April 06, 2006 as Document No.06-750526 of Official Records.

Dated:
Trustor:

Trustee:
Beneficiary:

March 08, 2006
Haron Shabation, a married man as his sole and separate property, as to an undivided $50 \%$ interest, and Fred Farzan, a married man as his sole and separate property, as to an undivided $50 \%$ interest, as tenants in common First American Title Co., a California corporation Haven Exchange, Inc.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American 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.

## Exhibit "A"

Real property in the City of unincorp, County of Los Angeles, State of California, described as follows:

PARCEL 1:
LOT 2 OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST $31,1896$.

PARCEL 1A:
AN EASEMENT AND RIGHT OF WAY, 40 FEET IN WIDTH FOR INGRESS AND EGRESS, ROADWAY, UTILITY AND OTHER INCIDENTAL PURPOSES ACROSS GOVERNMENT LOT 3.OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND. SAID EASEMENT IS UNLOCATED.

PARCEL 2:
LOT 3 BEING THE FRACTIONAL NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31, 1896.

PARCEL 2A:
AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST HALF OF SECTION 34 AND THE SOUTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 34, TOWNSHIP I NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND. SAID EASEMENT IS UNLOCATED.

## PARCEL 3:

THE WEST 660.00 FEET MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER, IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICLAL PLAT OF SAID LAND.

PARCEL 3A:
AN EASEMENT FOR ROAD PURPOSES, PUBLIC UTILTIIES, SEWERS AND FOR SLOPE AND DRAINAGE PURPOSES OVER THAT PORTION OF THE EAST HALF OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, INCLUDED WITHIN A STRIP OF LAND 60.00 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:
beginning at a point in the center line of the 60.00 FEET EASEMENT AS RESERVED IN THE QUITCLAIM DEED RECORDED OCTOBER 13, 1966 AS INSTRUMENT NO. 38 IN BOOK D3452 PAGE 331, OFFICIAL RECORDS, DISTANT NORTHERLY ALONG THE ARC OF A CURVE, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 37 DEGREES $27^{\prime} 20^{\prime \prime}$ AND AN ARC LENGTH OF 117.67 FEET, AS DESCRIBED IN SAID LAST MENTIONED RESERVATION, AN ARC DISTANCE OF 39.27 FEET TO THE TRUE POINT OF beginning of this description; Thence south 63 degrees $35^{\prime} 08^{\prime \prime}$ WEST 134.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 43 DEGREES $37^{\prime \prime} 28^{\prime \prime}$ AN ARC DISTANCE OF 76.14 FEET; THENCE SOUTH 19 DEGREES $57^{\prime \prime} 40^{\prime \prime}$ WEST 142.97. FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 38 DEGREES $16^{\prime} 54^{\prime \prime}$ AN ARC DISTANCE OF 66.81 FEET; THENCE SOUTH 58 DEGREES $14^{\prime} 34^{\prime \prime}$ WEST 91.97 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 85.00 FEET ; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 72 DEGREES $16^{\prime} 54^{\prime \prime}$ AN ARC DISTANCE OF 107.23 FEET; THENCE SOUTH 14 DEGREES $02^{\prime} 20^{\prime \prime}$ EAST 147.40 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF $533^{\circ}$ DEGREES $35^{\prime}$ 09" AN ARC DISTANCE OF 93.52 FEET; THENCE SOUTH 39 DEGREES $32^{\prime} 49^{\prime \prime}$ WEST 40.01 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES $15^{\prime} 06^{\prime \prime}$ AN ARC DISTANCE OF 39.99 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 4 DEGREES $27^{\prime \prime} 43^{\prime \prime}$ WEST 224.88 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES $32^{\prime} 03^{\prime \prime}$ AN ARC DISTANCE OF 40.67 FEET; THENCE SOUTH 19 DEGREES $59^{\prime \prime} 46^{\prime \prime}$ WEST 229.37 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 54 DEGREES $33^{\prime \prime} 13^{\prime \prime}$ AN ARC DISTANCE OF 71.41 FEET; THENCE SOUTH 34 DEGREES $33^{\prime} 27^{\prime \prime}$ EAST 18.69 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 43' $21^{\prime \prime}$ AN ARC DISTANCE OF 38.76 FEET; THENCE SOUTH 66 DEGREES $16^{\prime} 48^{\prime \prime}$ EAST 38.21 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG-SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES $08^{\prime \prime} 09^{\prime \prime}$ AN ARC DISTANCE OF 62.47 FEET; THENCE NORTH 62 DEGREES $35^{\prime} 09^{\prime \prime}$ EAST 0.03 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES $15^{\prime} 16^{\prime \prime}$ AN ARC DISTANCE OF 36.92 FEET; THENCE NORTH 27 DEGREES 19' $47^{\prime \prime}$ EAST 78.15 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE END OF SAID LAST MENTIONED CENTER LINE.

PARCEL 3B:
AN EASEMENT FOR ROAD PURPOSES, PUBLIC UTILITIES, SEWERS, AND FOR SLOPE AND DRAINAGE PURPOSES OVER THAT PORTION OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF INCLUDED WTTHIN A STRIP OF LAND 60 FEET WIDE, LYING 30 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ELSIE DRIVE, 30 FEET WIDE, AS SAID DRIVE IS SHOWN ON THE MAP OF TRACT 8550, RECORDED IN BOOK 109 PAGES 77 TO 80 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE SOUTHERLY LINE OF SAID TRACT 8550, SAID CENTER LINE HAVING A BEARING OF NORTH 0 DEGREES $06^{\prime} 00^{\prime \prime}$ EAST FOR THE PURPOSES OF THIS DESCRIPTION; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY TANGENT TO SAID CENTER LINE AND HAVING A RADIUS OF 70 FEET, THROUGH A CENTRAL ANGLE OF 53 DEGREES $33^{\prime} 19^{\prime \prime}$, AN ARC DISTANCE OF 65.43 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 53 DEGREES $27^{\prime} 19^{\prime \prime}$ EAST 63.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 235 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 44 DEGREES $08^{\prime}$ $14^{\prime \prime}$ AN ARC DISTANCE OF 181.03 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 9 DEGREES $19^{\prime} 05^{\prime \prime}$ EAST 14.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 100 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 37 DEGREES $06^{\prime} 52^{\prime \prime}$ AN ARC DISTANCE OF 64.78 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 46 DEGREES $25^{\prime}$ 57" EAST 453.53 FEET TO THE beginning of a tangent curve concave southwesterly having a radius of 100 feet: THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 60 DEGREES $02^{\prime} 44^{\prime \prime}$ AN. ARC DISTANCE OF 104.80 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 13 DEGREES $36^{\prime \prime} 47^{\prime \prime}$ WEST 79.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 180 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37 DEGREES $27^{\prime} 20^{\prime \prime}$ AN ARC DISTANCE OF 117.67 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 23 DEGREES 50' $33^{\prime \prime}$ EAST 61.27 FEET TO THE beginning of a tangent curve concave northeasterly and having a radius of 145 feet; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82 DEGREES $33^{\prime} 59^{\prime \prime}$ an arc distance of 208.95 feet to the beginning of a reverse curve concave SOUTHWESTERLY HAVING A RADIUS OF 120 FEET; THENCE SOUTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL.ANGLE OF 94 DEGREES $09^{\prime} 27^{\prime \prime}$ AN ARC DISTANCE OF 197.20 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 113 DEGREES $39^{\prime \prime} 24^{\prime \prime}$ AN ARC DISTANCE OF 99.18 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 131 FEET; THENCE NORTHEASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES $29^{\prime}$ 42" AN ARC DISTANCE OF 58.29 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 245 FEET; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID LAST MENTIONED REVERSE CURVE THROUGH A CENTRAL ANGLE OF 68 DEGREES $51^{\prime} 30^{\prime \prime}$ AN ARC DISTANCE OF 294.44 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 82 DEGREES $31^{\prime} 56^{\prime \prime}$ EAST 573.95 FEET TO A POINT IN THE CENTER LINE OF OLD TOPANGA CANYON ROAD, 50 FEET WIDE, AS DESCRIBED IN DEED RECORDED OCTOBER 14, 1926 AS INSTRUMENT NO. 1776 IN BOOK 6029 PAGE 393, OFFICIAL RECORDS.

SAID EASEMENT TO TERMINATE NORTHERLY IN SAID SOUTHERLY LINE OF TRACT 8550, AND TO TERMINATE EASTERLY IN THE WESTERLY LINE OF SAID OLD TOPANGA CANYON ROAD.

APN: 4455-008-002 and 4455-008-003 and 4455-005-020



EXHIBIT 2

Form No. 1056.92 (10/17/92)
ALTA Standard Loan Policy

## Policy of Title Insurance



ISSUED BY

## First American Title Insurance Company

SUBIECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONOITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Calfornia corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule $A$, sustained or incurred by the insured by reason of:

1. Titie to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketabillty of the title;
4. Lack of a right of access to and from the land;
5. ......... The invalldity or unenforceabillty of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;

Lack of prionity of the lien of the insured mortgage over any statutory lien for services, labor or material:
(a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
(b) arising from an Improvement or work related to the land which is contracted for or commenced subsequent to Date of Pollcy and which is financed in whole or part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. Any assessments for street improvements under construction completed at Date of Policy which now have gained or hereatter may gain priority over the insured mortgage; or
9. The invalidity or unenforceabllity of any assignment of the insured mortgage, provided the assignment is shown in Schedule $A$, or the fallure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attomeys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Tite Insurance Gompany ATEST PRESDENT


Form No. 1056.92 (10/17/92)
ALTA Standard Loan Policy
Western Reglonal Exceptions

Order Number: 1564266
Page Number: 2

## SCHEDULE A

Premlum: $\$ 150.00$

Amount.of-Insurance:.... $\$ 715,000,00$ $\qquad$ Policy Number: 1564266

Date of Policy: .. April 06, 2006 at 8:00 a.m.

1. Name of Insured:

John Radzinski and Linda Marlene Radzinski, as to an undivided 34\% niterest; Haven Exchange, Inc., as to an undivided $56 \%$ interest; and William H . Weidman, as to an undivided $10 \%$ interest
2. . The estate or interest in the land which is encumbered by the insured mortgage is:

A fee.
3. Titie to the estate or interest in the land is vested in:

Haron Shabatian, a married man, as his sole and separate property, as to an undivided $50 \%$ interest and Fred Farzan, a married man, as his sole and separate property, as to an undivided $50 \%$ interest, as tenants in common
4. . The insured mortgage and assignments thereof, if any, are described as follows:

A deed of trust to secure an indebtedness in the original principal amount of $\$ 715,000.00$ recorded April 06, 2006 as Document No. 06-750525 of Official Records.

Dated:
Trustor:

Trustee:
Beneficiary:

March 28, 2006
Haron Shabatian, a married man as his sole and separate property, as to an undivided $50 \%$ interest, and Fred Farzan, a married man as his sole and separate property, as to an undivided $50 \%$ interest, as tenants in common
First American Title Co., a California corporation John Radzinski and Linda. Mariene Radzinski, husband and wife as joint tenants, as to an undivided $34 \%$ niterest; Haven Exchange, Inc., as to an undivided $56 \%$ interest; and William H . Weidman; a single man, as to an undivided $10 \%$ interest, all as tenants in common

## SCHEDULE A

(Continued)
5. The land referred to in this policy is described as follows:

Real property in the City of unincorp, County of Los Angeles, State of California, described as follows:

PARCEL 1:
LOT 2 OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31, 1896.

## PARCEL 1A:

AN EASEMENT AND RIGHT OF WAY, 40 FEET IN WIDTH FOR INGRESS AND EGRESS, ROADWAY, UTILITY AND OTHER INCIDENTAL PURPOSES ACROSS GOVERNMENT LOT 3 OF SECTION 3 , TOWNSHIP I SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL. PLAT OF SAID LAND. SAID EASEMENT IS UNLOCATED.

## PARCEL 2:

LOT 3 BEING THE FRACTIONAL NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31, 1896.

PARCEL 2A:
AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST HALF OF SECTION 34 AND THE SOUTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND. SAID EASEMENT IS UNLOCATED.

PARCEL 3:
THE WEST 660.00 FEET MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER, IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNĀRIİNO MËRIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 3A:
AN EASEMENT FOR ROAD PURPOSES, PUBLIC UTILIIIES, SEWERS AND FOR SLOPE AND DRAINAGE PURPOSES OVER THAT PORTION OF THE EAST HALF OF SECTION 34, TOWNSHIP I

NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, INCLUDED WITHIN A STRIP OF LAND 60.00 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF THE 60.00 FEET EASEMENT AS RESERVED IN THE QUITCLAIM DEED RECORDED OCTOBER 13, 1966 AS INSTRUMENT NO. 38 IN BOOK D3452 PAGE 331, OFFICIAL RECORDS, DISTANT NORTHERLY ALONG THE ARC OF A CURVE, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 37 DEGREES $27^{\prime} 20^{\prime \prime}$ AND AN ARC LENGTH OF 117.67 FEET, AS DESCRIBED IN SAID LAST MENTIONED RESERVATION, AN ARC DISTANCE OF 39.27- FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;-THENGE-SOUTH-63... DEGREES $35^{\prime} 08^{\prime \prime}$ WEST 134.26 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST. MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 43 DEGREES $37^{\prime} 28^{\prime \prime}$ AN ARC DISTANCE OF 76.14 FEET; THENCE SOUTH 19 DEGREES 57 ' $40^{\prime \prime}$ WEST 142.97 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 38 DEGREES $16^{\prime} 54^{\prime \prime}$ AN ARC dISTANCE OF 66.81 FEET; THENCE SOUTH 58 DEGREES $14^{\prime} 34^{\prime \prime}$ WEST 91.97 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE . EASTERL Y HAVING A.RADIUS OF 85.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 72 DEGREES $16^{\prime} 54^{\prime \prime}$ AN ARC DISTANCE OF 107.23 FEET; THENCE SOUTH 14 DEGREES $02^{\prime} 20^{\prime \prime}$ EAST 147.40 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 53 DEGREES $35^{\prime} 09^{\prime \prime}$ AN ARC DISTANCE OF 93.52 FEET; THENCE SOUTH 39 DEGREES $32^{\prime} 49^{\prime \prime}$ WEST 40.01 FEET, TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES $15^{\prime} 06^{\prime \prime}$ AN ARC DISTANCE OF 39.99 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 4 DEGREES $27^{\prime \prime} 43^{\prime \prime}$ WEST 224.88 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES $32^{\prime} 03^{\prime \prime}$ AN ARC DISTANCE OF 40.67 FEET; THENCE SOUTH 19 DEGREES 59 ' $46^{\prime \prime}$ WEST 229.37 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 54 DEGREES $33^{\prime} 13^{\prime \prime}$ AN ARC DISTANCE OF 71.41 FEET; THENCE SOUTH 34 DEGREES $33^{\prime} 27^{\prime \prime}$ EAST 18.69 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES $43^{\prime} 21^{\prime \prime}$ AN ARC DISTANCE OF 38.76 FEET; THENCE SOUTH 66 DEGREES $16^{\prime} 48^{\prime \prime}$ EAST 38.21 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES $08^{\prime} 09^{\prime \prime}$ AN ARC DISTANCE OF 62.47 FEET; THENCE NORTH 62 DEGREES $35^{\prime} 09^{\prime \prime}$ EAST 0.03 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 35 DEGREES $15^{\prime} 16^{\prime \prime}$ AN ARC DISTANCE OF 36.92 FEET; THENCE NORTH 27 DEGREES $19^{\prime} 47^{\prime \prime}$ EAST 78.15 FEET TANGENT TO SAID LAST MENTIONED CURVE TO THE END OF SAID LAST MENTIONED CENTER LINE.

## PARCEL 3B:

AN EASEMENT FOR ROAD PURPOSES, PUBLIC UTILITIES, SEWERS, AND FOR SLOPE AND DRAINAGE PURPOSES OVER THAT PORTION OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF INCLUDED WITHIN A STRIP OF LAND 60 FEET WIDE, LYING 30 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ELSIE DRIVE, 30 FEET
WIDE, AS SAID DRIVE IS SHOWN ON THE MAP OF TRACT 8550, RECORDED IN BOOK 109 PAGES 77 TO 80 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE SOUTHERLY LINE OF SAID TRACT 8550, SAID CENTER LINE HAVING A BEARING OF NORTH O DEGREES $06^{\prime} 00^{\prime \prime}$ EAST FOR THE PURPOSES OF THIS DESCRIPTION; - THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY TANGENT. TO SAID CENTER LINE AND HAVING A RADIUS OF 70 FEET, THROUGH A CENTRAL ANGLE OF 53 DEGREES $33^{\prime} 19^{\prime \prime}$, AN ARC DISTANCE OF 65.43 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 53 DEGREES $27^{\prime} 19^{\prime \prime}$ EAST 63.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 235 FEET; THENCE SOUTHERLY ALONG SAID LASTMENTIONED CURVE THROUGH A CENTRAL ANGLE OF 44 DEGREES 08' $14^{\prime \prime}$ AN ARC DISTANCE OF 181.03 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 9 DEGREES 19 ' $05^{\prime \prime}$ EAST 14.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 100 FEET; THENCE SOUTHERLY ALONG SAID LAST - MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 37 DEGREES $06^{\prime} 52^{\prime \prime}$ AN ARC DISTANCE OF 64.78 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 46 DEGREES $25^{\prime}$ 57" EAST 453.53 FEET TO THE BEGINNING OFA TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100 FEET; THENCE SOUTHERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 60 DEGREES 02' $44^{\prime \prime}$ AN ARC DISTANCE OF 104.80 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 13 DEGREES $36^{\prime} 47^{\prime \prime}$ WEST 79.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 180 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37 DEGREES $27^{\prime} 20^{\prime \prime}$ AN ARC DISTANCE OF 117.67 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 23 DEGREES $50^{\prime} 33^{\prime \prime}$ EAST 61.27 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 145 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82 DEGREES $33^{\prime \prime} 59^{\prime \prime}$ AN ARC DISTANCE OF 208.95 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 120 FEET; THENCE SOUTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 94 DEGREES 09' $27^{\prime \prime}$ AN ARC DISTANCE OF 197.20 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 113 DEGREES $39^{\prime} 24^{\prime \prime}$ AN ARC DISTÄNĊE OF 99.18 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 131 FEET; THENCE NORTHEASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES $29^{\prime} 42^{\prime \prime}$ AN ARC DISTANCE OF 58.29 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 245 FEET; THENGE NORTHEASTERLY AND EASTERLY ALONG SAID LAST MENTIONED REVERSE CURVE THROUGH A CENTRAL ANGLE OF 68 DEGREES $51^{\prime} 30^{\prime \prime}$ AN ARC DISTANCE OF 294.44 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 82 DEGREES $31^{\prime} 56^{\prime \prime}$ EAST 573.95 FEET TO A POINT IN THE CENTER LINE OF OLD TOPANGA CANYON ROAD, 50 FEET WIDE, AS DESCRIBED IN DEED RECORDED OCTOBER 14, 1926 AS INSTRUMENT NO. 1776 IN BOOK 6029 PAGE 393, OFFICIAL RECORDS.

APN: 4455-008-002 and 4455-008-003 and 4455-005-020

## SCHEDULE B

## EXCEPTIONS FROM COVERAGE

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

## PART ONE

## SECTION ONE

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. 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.

## SECTION TWO

1. General and special taxes and assessments for the fiscal year 2006-2007, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the Callfornia Revenue and Taxation Code.

Although the above supplemental taxes may be a lien, the installments thereof are not yet due or payable.
3. Any water rights or claims or title to water in or under the Land.
4. - Covenants, conditions, restrictions and easements in the document recorded December 21, 1925 äs Book 4570 Page 24 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, famillal status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Section 12955 of the California 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.
(Affects Parcel 2A)
5. Covenants, conditions and restrictions, easements for any purpose including but limited to, ingress, egress, public utilities, slopes pipelines, drainage, sanitary sewers, provisions and incidental purposes as disclosed by documents of record that affect the ingress and egress easement shown as Parcel 2 A referred to in the legal description of said land.
6. No assurance is given as to the exact location of the Ingress and Egress Easement shown as Parcels 1A \& 2A in the legal description.
7. An easement for purposes herein stated, and rights incidental thereto as provided in a document For:" puäblic utilities.'
Affects: Parcel 3.
Recorded: March 18, 1979 as Instrument No. 79-279135, Official Records.
8. The terms and provisions contained in the document entitled "Agreement Between West Basin Municipal Water District and Robert.A. Eigenbrodt:for Exemption of 1992-1993 Standby Charges" recorded March 20, 1997 as Instrument No. 97-423867 of Official Records.
(Affects Parcel 1)

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9. The terms and provisions contained in the document entitied "Agreement Providing For Deferral of Land Water Standby Charge" recorded September 28, 1995 as Instrument No. $95-1573746$ of Official Records.

## (Affects Parcel 2)

10. An easement for purposes herein stated, and rights incidental thereto as provided in a document For:-road purposes, public utilities, sewers and for slope and drainage purposes.
Affects: Parcel 3, as described therein.
Recorded: April 11, 1968 as Instrument No. 367, Official Records.
11. The terms and provisions contained in the document entitled "Agreement Among West Basin Municipal Water District And Mr. Robert W. Taylor and Ms. Grace J. Taylor for 1994/95
Reduction/Exemption Of Water Standby Charges" recorded July 28, 1995 as Instrument No: 951227195 of Official Records.
12. The terms and provisions contained in the document entitled "Agreement Among West. Basin Municipal Water District And Robert W. and Grace J. Taylor for Exemption Of 1995/96 Standby Charges Assessor Parcel Number(s) 44555-005-020" recorded August 10, 1995 as Instrument No. 95-1306279 of Official Records:
13. The terms and provisions contained in the document entitled "Agreement Providing For "Exemption Of Land From Water Standby Charges" recorded September 21, 1995 as Instrument No. 95-1540956 of Official Records.
14. The effect of a document entitled "Grant of Easements", recorded July 2, 2003 as Instrument No. 03-1902641 of Official Records.

## Affects Parcel 3

15. The terms and provisions contained in the document entitled "Notice of Consent to Use Land" recorded July 2, 2003 as Instrument No. 03-1902642 of Official Records.

## (Affects Parcel 3)

16. The terms and provisions contained in the document entitled "Notice of Consent to Use Land" recorded March 10, 2004 as Instrument No. 04-581345 of Official Records.
17. The terms and provisions contained in the document entitied "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04-2836774 of Official Records.
(Affects Parcel 1).
18. The terms and provisions contained in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04-2836775 of Official Records.

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## (Affects Parcel 3)

19. The terms and provisions contained in the document entitled "Covenant by owner imposing a land use restriction" recorded November 2, 2004 as instrument No. 04-2836776 of Official Records.
(Affects Parcel 2)
20.--- An-easement-for-Ingress-and egress;-roadway $y_{r}$-utility-and-other-and-incidental-purposes in the document recorded November 29, 2004 as instrument No. 04-3073481 of Official Records.

The location of the easement cannot be determined from record information.
(Affects Parcel 2)
21. The effect of the terms and provisions contained in the document entitled "Certificate of Compliance" recorded February 4, 2005 as 05-272682 of Official Records.
(Affects Parcel 3 ).
22. The effect of the terms and provisions contained in the document entitled "Certificate of Compliance" recorded April 8, 2005 as 05-818628 of Official Records.
(Affects Parcel 1)

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## SCHEDULE B

## PART TWO

In addition to the matters set forth in Part One of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:
23. - A deed of trust to secure an indebtediness in the original principal amount of $\$ 285,000.00$ recorded April 06, 2006 as Document No.06-750526 of Official Records.

Dated:
Trustor:

- Trustee: Beneficiary:

March 08, 2006
Haron Shabatian, a married man as his sole and separate property, as to an-undivided $50 \%$ interest, and Fred Farzan, a married man as his sole and separate property, as to an undivided $50 \%$ interest, as tenants in common First American Titie Co., a California corporation Haven Exchange, Inc.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American 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.

## EXCLUSTONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this Pollcy and the Company will not pay loss or damage, costs, attomeys' fees or expenses which arise by reason of:
1.(a) Any law, ordinance or governmental regulation (including but not limited to buiding and zoning laws, ordinances, or regulations) restricting, regulating, prohibting or relating to
(i) the occupancy, use, or enjoyment of the land;
(ii) the-character, dimensions or location of any improvement now or hereafter erected on the land;
(III) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or
(iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public reconds at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged vialation 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 publle records at Date of Policy, but not excluding from
coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to
the Company by the insured claimant prior to the date the insured claimant became an insured under this Policy;
(c) resulting in no loss or damage to the insured claimant;
(d) -attaching or created subsequent to Date of Pollcy (except to the extent that this Policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material; or
(e) resulting in loss or damage which would not have been sustained if the insured daimant had paid value for the insured mortgage.
4. Unenforćeability of the lien of the insured mortgage because of the Inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalldily or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgage insured by this Policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the fallure:
(I) to timely record the instrument of transfer; or
(ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## CONDITIONS AND STIPULATIONS

## 1. DEFINITION OFTERMS.

## The following terme-when used in this policy mean:

(a) "insured"; the insured named In Schedule A. The term "insured" also includes;
(I) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obllgor under the provisions of Section 12 (c) of these. Conditions and Stipulations (reserving, however, all rights and dafenses as to any.such successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting titie to the estate or interest in the land);
(ii) any govemmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not:
(iil) the parties designated in Section 2(a) of these Conditions and Stipulations.
(b) "insured claimant": an insured claiming loss or damage.
(c) Mnowledge" or "knowni: actual knowledge, not constructive knowledge or notice which may be imputed to an insured by feason of any public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shal modify or limit the extent to which a right of access to and from the land is insured by this pollcy.
(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1 (a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the derk of the United States district court for the district in which the land is located. ( 9 ) "unmarketablity of the titie": an alleged or apparent matter affecting the tithe to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule $A$ or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable titte.
2. CONTINUATION OF INSURANCE.
(a) After Acquisition of Title: The coverage of this policy shall continue in force as of Date of Pollcy in favor of
(1) an insured who acquires all or any part of the estate or interest in the land by foredosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage;
(ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may -have against any predecessor insureds; and.
(iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or gutranteeing the indebtedness secured by the insured mortgage.
(b) After Conveyance of Title: The coverage of this polity shall continue in force as of Date of Poltcy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either
(i) an estate or interest in the land, or
(ii) an indebtedness secured by a purchase money mortgage given to an insured.
(c) Amount of Insurance: The amount of insurance after the acquisition or after the conveyance shall in neither event exceed the least of:
(i) The amount of insurance stated In Schedule $A_{r}$
(ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured martgage prior to the time of acquistion of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but seduced by the amount of all payments made; or
(iii) The amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured daimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.
3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing
(i) In case of any litigation as set forth in Section 4(a) below,
(ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company; then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this pollicy unless the Company shall be prejudiced by the falure and then only to the extent of the prejudice.

## 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stlpulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a daim adverse to the titie or interest as insured but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the lnsured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy. (b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be llable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so dilligently.
(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any ltigation to fral determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.
(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid
(I) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting seltlement, and (ii) In any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the Insured mortgage, as insured. If the Company is prejudiced by the fallure of an insured to fumish the required cooperation, the Company's obligations to such insured under the policy shall terminate, including. any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

## 5. PROOF OF LOSS OR DAMAGE.

In addtion to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured daimant shall be furnished to the Company within 90 days after the insured caimant shall ascertain the facts glving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the

Company's obligations to the insured under the policy shall terminate, induding any flability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.
In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably partain to the loss or damage. Further, If requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Fallure of the insured claimant to submit for examination under oath produce other reasonably requested information or grant permlssion to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

## -6. OPTIONS TO-PAY OR OTHERWISE SETTLECLAIMS; TERMINATION OFIIABILITY

In case of a clalm under this pollcy, the Company shall have the following additional options:
(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the indebtedness.
(i) to pay or tender payment of the amount of insurance under this pollcy together with any costs, attomeys fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or (ii) to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obllgated to pay. If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedress and the insured mortgage, together with any collateral security, to the Company upon payment therefor.
Upon the exercise by the Company of the options provided for in paragraphs a(i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liabilly or obligation to defend, prosecute or continue any litigation, and the policy shall be surrendered to the Company for cancellation.
(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.
(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any daim insured against under this pollcy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized'by the.Company sup to the time of payment and which 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 pollcy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.
Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii); the Company's obligations to the insured under this policy for the clamed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.
7. DETERMINATION AND EXTENT OF LIABILTTY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.
(a) The labllity of the Company under this policy shall not exceed the least of:
(i) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;
(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or
(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.
(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the ttte, then the liabllity of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.
(c) The Company will pay only those costs, attomeys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.
8. LIMITATION OF LIABILITY.
(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
(b) Inthe event of litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured.
(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in satting any claim or suit without the prior written consent of the Company.
(d) The Company shall not be liable for:
(i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or
(II) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction af an improvement to the land which at Date of Palicy were secured by the insured moitgage and which the insured was and continued to be obllgated to advance at and after Date of Policy.
9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.
(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tonto. However, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of the insurance afforded under this policy except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.
(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the amount of insurance stated in Schedule A.
(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liabillty of the Company except as provided in Section 2(a) of these Conditions and Stipulations.
10. LTABILTTY NONCUMULATIVE.

If-the-Insured acquires title to the-estate-or-interest in satisfaction of-the-indebtedness secured by-the insured motgage, or-any-part-thereof, it-is- $\qquad$ expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay 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 hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

## 11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and stipulations, the loss or damage shall be payable within 30 days thereafter.
12. SUBROGATION UPON PAYMENT OR SEITLEMENT.

## (a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.
The Company-shall be subrogated to and be entitled to all rights and remedies which the insured caimant would have had against-any person or-. property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured ciaimant shall permit 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 or remedies.
If a payment on accoint of a ciaim does nat fully cover the loss of the insured claimant the company shall be subrogated to all rights and remedies of the insured clamant after the insured claimant shall have recovered its principal, interest and costs of collection.
(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by an insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the Indebtedness.
When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the tite to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.
(c) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indernnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.
The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured morgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

## 13. ARBTTRATION.

Unless prohbited by applicable law, elther the Company or the insured may demand arbitration pursuant to"the Ttile Insurance Arbitration Rules of the American Arbitration Association. 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. All ablitrable matters when the Amount of Insurance is $\$ 1,000,000$ or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of $\$ 1,000,000$ shall be arbitrated only when agreed to by both the Company and the insured Arbitration pursuant to this policy and under the Rules In effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may indude attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevalling party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
The laws of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. .
A copy of the Rules may be obtained from the Company upon request.

## 14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the llen of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.
(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

Form No. 1056.92 (10/17/92)
Order Number: 1564266
ALTA Standard Loan Policy
Page Number: 16
Westem Regional Exceptions
15. SEVERABILTFY,

In the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provistons shall remain in full force and effect 16. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 1 First American Way, Santa Ana, Californla, 92707 or to the office which issued this policy.

# MP MOUNTAIN PARK 

December 18, 1987

Mr. Jack Walker
LAS VIRGENES MUNICIPAL WATER DISTRICT
4232 Las Virgenes Road
Calabasas, CA 91302
RE: Tract \#43568 \& 35647
Dear Mr. Walker:
The Boyle Engineering report on the water requirements for the subject tract stated that although a tank capacity of 210,000 gallons is required to satisfy our own project; that the District might ask for a larger system with a tank of about 400,000 gallons with commensurate larger pump stations to take care of future growth in the Calabasas Highlands and adjacent acreage.
Despite the fact that the Disiri-it :oud pay for the extra costs is wived. $\operatorname{mon}$ surat the the additional capacity is unnecessary because new tanks and pumping stains, a,., ha. since the original report was written in October 1984. Also, the anticipated Calabasas Highland growth will be substantially less than was originally contemplated. More specifically:

1) Capacity and pressure problem at Calabasas Highland Subdivision has been solved because of the new tank installation in Mulwood.
2) Because of our subdivision design:
a) our 125 acres Open Space Park makes all large subdivisions to the South economically unsound. (Sewer and water service extensions would be costly and impractical.)
b) Water service to the East between 1,500 and 1,800 elevation would be required by only a few houses. Most of this acreage is within a $50 \%$ slope, and under the County General Plan is limited to one house per 20 acres or one to 40 acres.
c) The property to the East (approximately 70 acres) has many problems that prohibit large scale development such as very low permissible zoning density and General Plan restraints.

Mr. Jack Walker
December 18, 1987
Page 2
c) (continued)

Legal access to public street way is less than the required minimum (sixty feet), while the only extended access to the tract must be through a major natural drainage course (Blue Line Stream) requiring major storm drain improvement at great cost. Existing legal access would only allow total 4 units, even if Environmental Review would permit the destruction of the stream and its oak trees. Additionally, fire department requirements call for a second access road to be built to 01d Topanga Canyon Road (also at great and prohibited cost). Also, the existing road easements to Old Topanga are not adequate because of topographical constrains and County maximum of a $15 \%$ slope for streets.
3) Calabasas Cityhood, according to County authorities, is almost certain to be approved. Needless to say, major growth anticipated back in ' 84 is expected to be severely limited.

In sum, the oniy property thai naeci de surviced is to the iast ca Tract :5e547 and if development does occur. it would te only 4 units and nost likely jelow an elevacion oi $i$, iou fect.

It would be a waste of money for the District to assume the cost of an excess tank and purm station plus power lines and transformers larger than required for our tract alone. (The pump station was also increased for future needs.)

In light of recent developments and their contribution to solving the District's former water distribution problems, any excess would be Warranied. We therefore, request that the District's decision be ${ }_{\text {to }}$ limit the tank to 210,000 gallons and reduce the pump station to one puinp and a spare.

Sincerely,
MOUNTAIN PARK ESTATES, INC.


Herman H. Rappaport
HHR:d1m

## cc: Mark E. Brown/Project Engineer BOKLE ENGINEERING

Albert Prierto KEVIN KEEGAN \& ASSOCIATES

# MP 

## MOUNTAIN PARK

May 3, 1988

Mr. Edward E. McCombs, General Manager
Mr. H.W. Stokes, Chief Engineer
LAS VIRGENES MuNICIPAL WATER DISTRICT
4232 Las Virgenes Road
Calabasas, CA 91302-1994
Dear Gentlemen:
Steve Harris and I appreciate the time you spent with us Friday in reviewing Boyle Engineering proposal, clarifying and modifying its details as per the following.

To summarize our mutual understanding, Mountain Park Phase II's own requirement calls for a water tank of 212,400 gallons capacity with a pump station to accommodate one pump ( 96 gpm ) and one spare. All costs above these if requested by the District will be paid for by the District. If I might, I'd like to repeat our contention that Boyle Engineering's projections of future developments in the Calabasas Highlands does not agree with ours. The fact that there are several houses presently under construction in the low pressure Calabasas Highlands should not justify any major expenditure of the District's funds nor, of course, any assumption of such costs by Mountain Park. As was noted at our meeting, the Boyle letter dated 12-18-87 that was attached to the Las Virgenes letter dated 4-19-88 should be disregarded. The following points were agreed to:

1. The tank capacity that the District is requesting is 316,920 gallons and will pay for the excess over Mountain Park's requirements. (The conventional stock tank size, 50 ft .

$$
\begin{aligned}
& \text { 212,400 } \\
& \text { goo } \\
& 10^{\circ} \times 20^{\prime} n \\
& <3 p u m p \\
& 20^{\prime} \times 30^{\prime}
\end{aligned}
$$ diameter $\times 24 \mathrm{ft}$. high, apparently is 323,088 gallons.)

2. The pump station is to be sized for only what is required for Mountain Park, a 96 gpm pump and spare. In the event additional pumping capacity is required to supply development outside Mountain Park, the District will make all changes i.e. pumps, instruments, etc., and any station size increase, and the District will pay for same.
3. No surge tank is to be required.

Mr. Edward E. . .Combs, General Manager
Mr. H.W. Stokes, Chief Engineer
May 3, 1988
Page 2
4. The extension of the service to our project's property line to serve future development is in an unacceptable location and we both agree that further study is required.

During our preparation of a budget estimate for engineering and construction for the required pump station, tank, etc., we received competitive estimates from qualified engineering finms, construction companies and tank fabricators. Boyle Engineering's estimated engineering fee is, we believe, much too high. The invoices we've already received on Boyle's preliminary work is substantially over their estimates.
An engineering budget figure of $\$ 26,120$ was obtained by us from a highly qualified engineering firm that designs such systems for other districts. Another estimate was $8 \%$ to $10 \%$ of construction costs, or from $\$ 22,800$ to $\$ 32,500$. It might be noted that $10 \%$ of the construction costs always includes supervision of construction. Such supervision is not included in Boyle's responsibility and $10 \%$ is high.

Boyle's request of $\$ 76,000$ is in our opinion, way out of line. We disagree strongly with their estimate of hours to be spent and number of drawings and that the estimated manhours and tentaivive
 stated that Boyle was chosen by Las Virgenes becalise they' a designed such systems for you many times. Their manhours spent should reflect that repetition, not be twice or three times competitive costs. If specifications for this tank and punp station are essentially the same as on previous jobs, why is Boyle's estimate for specifications alone $\$ 8,880$ ? Certainly, engineering for "shelf' items, i.e. the tank and pumps, is minimal. The only tank change required is the location of nozzle connections, hardly a major engineering calcuiation.

To summarize, as I wrote in my letter dated 12-18-87, we're concerned with costs, whether we or the taxpayer pay. We are pleased with your similar concern and your interest in working with us. We do not suggest any reduction in quality but observe that monopoly stemning from closed specifications invariably leads to very high costs. Again, thanks for your attention.

Sincerely,
MOLNTAIN PARK ESTATES, INC.


HHR:dlm

# ESTIMATED MANPOWER AND COSTS OAK RIDGE PUMP STATION AND TANK 



## TENTATIVE LIST OF DRAWINGS

1. Title Sheet
2. Index Shoet
3. Pump Station Site Plan, Drainage
4. Pump Station Floor Plan, Sections, Piping Profiles
5. Pump Station Details and Ventilation
6. Surge Tank and Details
7. Building Elevations and Architectural Details
8. Building Structural Plan, Sections and Details
9. Building Details
10. Tank Site Plan, Splash Pad and Ringwall
11. Tank Layout and Details
12. Tank Inlet/Outlet and Drainage
13. Miscellaneous Tank Details
-14. Level Transmitter Enclosure and Tank Cleanout
14. Electrical Site Plan and Symbols
-16. Single Line Diagram and Schematics
15. Electrical Plans.

Ernest E. Johnson, P.C̀., a State Bar No. 24797
Gregory C. Flynn, Esq.,

State Bar No. 39999
OVERTON, LYMAN \& PRINCE
34th Floor
777 So. Figueroa Street
Los Angeles, California 90017
Telephone: (213) 683-1100
Attorneys for Plaintiffs
ROBERT A. EIGENBRODT and JOHN RADZINSKI

ORIGINAL FILED
MAR 024508

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES

ROBERT A. EIGENBRODT, an individual ) and JOHN RADZINSKI, an individual,

Plaintiffs,
vs.
MOUNTAIN PARK ESTATES, a California ) corporation, COUNTY OF LOS ANGELES, ) a public entity and DOES 1 through 150, inclusive
case ndCo49xi5
VERIFIED
COMPLAINT FOR:

1. DECLARATORY RELIEF

RE EASEMENT RIGHTS
2. FRAUD AND DECEIT
3. TORTIOUS

INTERFERENCE WITH
advantageous business RELATIONSHIP, AND
4. MANDAMUS
A. Introduction.

1. COME NOW THE PLAINTIFFS, ROBERT A. EIGENBRODT, an individual, ("Eigenbrodt") and JOHN RADZINSKI, an individual ("Radzinski") and as and for their Complaint against MOUNTAIN PARK estates, a California corporation ("Mountain Park"), COUNTY OF LOS angeles, a public entity ("County") and DOES 1 though 150, inclusive allege as follows:

## B. The Parties.

2. The Plaintiff ROBERT A. EIGENBRODT, is, and at all time relevant herein was, an individual citizen of the United States and the State of California residing in the County of Los Angeles. Mr. Eigenbrodt is the owner of certain real property located in the Malibu mountain area of the County of Los Angeles, being Government Lot 3 (the fractional northeast quarter of the northwest quarter of Section 3, Township 1 South, Range 17 West, San Bernardino Base and Meridian). The Eigenbrodt Property is a landlocked parcel of land.
3. The Plaintiff JOHN RADZINSKI is, and at all time relevant herein was, an individual citizen of the United states and the State of California residing in the County of Los Angeles. Mr. Radzinski is the owner of certain real property located in the Malibu mountain area of the County of Los Angeles, being Government Lot 2 (the fractional northwest quarter of the northeast quarter of Section 3, Township 1 South, Range 17 West, San Bernardino Base and Meridian). The Radzinski Property is a landlocked parcel of land and Plaintiff Radzinski was seised of his property within five years before the commencement of this action, having acquired the property in 1989.
4. The Defendant MOUNTAIN PARK ESTATES, is upon information and belief, a California corporation, with principal place of business located at 124 S. Lasky Drive, Beverly Hills, California 90212 Telephone: (310) 550-8405. Mountain Park is the owner and developer of certain property contiguous to the Eigenbrodt and Radzinski properties and shown as Tract Nos. 35647, 43566, 43567 and 43568 and Parcel Map No. 16199, all filed by or on behalf of Mountain park concerning property located in the west half of

Section 34 and the Southwest quarter of the Southeast Quarter of Section 34, Township 1 North, Range 17 West, San Bernardino Base and Meridian in the County of Los Angeles, State of California. Mountain Park has developed and sold and continues to develop and sell parcels of real estate contained within the above described Tracts. As set forth herein, Mountain Park has denied within the last five years before the commencement of this action and continues to deny easements and rights of way to the Eigenbrodt and Radzinski properties.
5. The COUNTY OF LOS ANGELES is a public entity and agency responsible for supervising the development and use of land in the area of the Malibu mountains in which the Eigenbrodt and Radzinski properties are located as well as the property of Mountain Park. In it capacity as a public agency, the County approved certain subdivision maps for Mountain Park property including Tract Maps for Tract Nos. 35647, 43566, 43567 and 43568 and Parcel Map No. 16199. The above Tract Maps fail to reflect certain easements benefitting the Eigenbrodt and Radzinski properties. The County also issued special assessment bonds for the construction of water improvements within L.A. County Improvement No. 2215 for the benefit of Los Angeles County Waterworks District No. 29.
6. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein as DOES 1 through 150, inclusive, and therefore, sue these Defendants as such pursuant to C.C.P. Section 474. Defendants DOES 1 through 150, inclusive, include without limitation thereby, each of the property owners who purchased their properties from Defendant Mountain Park and whose properties are located within Tract Nos. 35647, 43566, 43567 and 43568 and Parcel

Map No. 16199. As such the properties and rights of certain of the DOES 1 through 150, inclusive, are affected by the easement rights of Plaintiffs and must be adjudicated by this Court.
7. Certain of the Defendants DOES 1 through 150, inclusive, are individuals and entities who own property within Tract Nos. 35647, 43566, 43567 and 43568 and Parcel Map No. 16199 and who purchased their property from Defendant Mountain Park. Plaintiffs are informed and believe and thereupon allege, that at all times relevant herein, Defendants Mountain Park and certain of DOES 1 through 150, inclusive, were the agents, servants, employees, partners, co-venturers, assignees, purchasers, grantees, delegatees or co-conspirators of or with each of the other Defendants except the county, and in acting or failing to act as hereinafter alleged, were within the scope and course of said agency, service, employment, partnership, joint venture, assignment, delegation, or conspiracy. Moreover, each Defendant, other than the County, has ratified and/or otherwise approved the acts and omissions of said Defendants' agents or employees.
C. The Nature of Plaintiffs' Easements.
i). The Eiqenbrodt Express Easement or the "Fisher Baily Easement".
8. Mr. Eigenbrodt is the holder of an express easement for ingress and egress across the property owned by Defendant Mountain Park and certain of the DOE Defendants 1 through 150, inclusive. This express easement was granted on the 20 th day of November, 1925 by agreement between Marie Martin, a Widow, as the party of the first part and Fisher C. Baily, as the party of the second part ("Fisher Baily Easement") and was duly recorded on December 29,

1925 in Book 4570, Page 24 of the Official Records of Los Angeles County. A copy of the Fisher Baily Easement denominated: "Agreement for Right for way" is attached to this Complaint as Exhibit "A" and is hereby incorporated by this reference.
9. The Fisher Baily Easement grants an easement for ingress and egress over Parcel No. 2 (the Mountain Park property) for the benefit of Parcel No. 1 (the Eigenbrodt property and Calabasas Peak State Park) to and from Dry Canyon Cold Creek Road (now, in part, Mulholland Highway) . The Fisher Baily Easement terminates upon the dedication to the public use and convenience of an accessible road from Parcel No. 2 terminating upon the boundary of Parcel No. 1 and/or at such point that access to said road may be attained by a convenient road of practical grade. Such conditions have not yet occurred. Plaintiff Eigenbrodt desires access to his property pursuant to the Fisher Baily Easement and Defendant Mountain Park has consistently within five years of the commencement of this action denied Plaintiff Eigenbrodt the right of access. Since this express easement also benefits members of the public who utilize Calabasas Peak State Park, Plaintiff Radzinski as a member of the public is entitled to the benefit of this express easement.
ii.) The Eigenbrodt Implied Easement by Way of Necessity.
10. Prior to the express grant of the Fisher Baily easement on November 20, 1925, Parcel No. 1 (the Eigenbrodt property and Calabasas Peak State Park) and Parcel No. 2 (the Mountain Park property) were owned by a common grantor: Marie Martin, a widow. As a result of the conveyance by Marie Martin of Parcel No. 1 (the Eigenbrodt property) to Fisher Baily, Parcel No. 1 became a landlocked parcel without access to means of ingress and/or egress
to the public streets and highways of the County of Los Angeles, including the adjacent Dry Canyon Cold Creek Road. As a result of such landlocked status, Parcel No. 1 (the Eigenbrodt property) acquired an implied easement by way of necessity over Parcel No. 2 (the Mountain Park property).
11. Plaintiff Eigenbrodt has repeatedly made demand upon Defendant Mountain Park to honor both his express easement granted by the Fisher Baily Easement of November 20, 1925 and his implied easement of egress and egress by way of necessity and Mountain Park has within five years of the date of this Verified Complaint denied Eigenbrodt all rights and means of ingress and egress to and from Parcel No. 1 (the Eigenbrodt property) over Parcel No. 2 (the Mountain Park property). Indeed, Defendant Mountain Park has developed the property and has constructed an alleged private road upon Parcel No. 2 (the Mountain Park property) and has placed a guard and locked gate upon said private road at the intersection of the private road with Mulholland Highway andor Dry Canyon Cold Creek Road. Defendant Mountain Park has at times beginning within the last five years prior to the commencement of this action denied Plaintiff Eigenbrodt the use of the private road and all other means of ingress or egress oven Parcel No. 2 and has therefore barred Eigenbrodt from all access to his property (Parcel No. 1).
iii.) The Radzinski and Eigenbrodt Easements According to the Official Plat of the Land Recorded on Auqust 31, 1896.
12. Plaintiff Radzinski is entitled to the benefit of an easement created for the benefit of the public at large as a means of access to Government Lot 2 (the fractional northwest quarter of the northeast quarter of Section 3, Township 1 South, Ranch 17

West, San Bernardino Base and Meridian). This easement extends across a portion of the southwest quarter of the southeast quarter of Section 34, and the west half of Section 34, and terminates at Dry Canyon Cold Creek. This Radzinski Easement benefitting Lot 2 was established pursuant to the Homestead Act of May 22, 1862, and in conformity with the legal subdivisions of the public lands as shown on the official plat of the land recorded on August 31, 1896. Plaintiff Eigenbrodt is also entitled to a similar easement according to the Official Plat of the Land recorded on August 31, 1896 benefiting his property.
iv.) The Easements Arising from the Condemnation of Zuniga Road Benefitting Plaintiffs Eigenbrodt and Radzinski.
13. Beginning on March 20,1963 the County of Los Angeles initiated Condemnation Proceedings to Acquire Six Reservoir Sites, Four Reservoir Access Road Easements, Twenty-Eight Water Pipeline Easements and six Booster Pumping Station Sites for County Waterworks District No. 29--S.D. $4 \& 5 . \quad$ Such Condemnation proceedings were undertaken after the Voters of Los Angeles County in County Waterworks District No. 29 at an election held in June, 1960 authorized a general district bond obligation of $\$ 4,660,000$ to construct various water pipelines, reservoirs and booster pumping stations to serve the inhabitants of the District. Such improvements to Waterworks District No. 29 were to be made pursuant to County Improvement No. 2215.
14. Among the Water Pipeline Easements condemned as part of this Improvement of Waterworks District No. 29 was: Zuniga Road from 0ld Topanga Canyon Road to a point approximately 2500 feet northwesterly of Old Topanga Canyon Road ("Zuniga Road

Condemnation"). Under applicable California law, condemnation proceedings may not be limited to a right of way for water pipeline easements but must also include a general condemnation for easements for the purpose of ingress, egress, roadway, drainage, utility and television lines, lines, cables, poles, pipes and conduits for water, sewer, gas, telephone, power and any other public or private utility, and for construction, repair and maintenance thereof, and purposes incidental to all of such purposes.
15. The Zuniga Road Condemnation described above created easements ("Zuniga Road Easements") which are appurtenant to and for the benefit of the following described real property in the unincorporated area of Los Angeles County and the owners, grantees, successors and assigns thereof:

The northeast quarter of Section 3, Township 1 South, Range 1 West, San Bernardino Meridian, According to the Official Plat of Survey of said land on file in the Bureau of Land Management; and such lands as may adjoin said northwest quarter of Section 3 on the North, west or south thereof, but not to exceed 160 acres adjoining each of said three borders.

The property of Defendant Mountain Park is benefitted by this Zuniga Road Easement.
16. The Zuniga Road Easements are reciprocal, thus since they benefit the Mountain Park property, Plaintiffs Eigenbrodt and Radzinski are entitled to reciprocal easements over Mountain Park property, including without limitation thereby, easements for
ingress and egress and for drainage and for utilities including, without limitation thereby, water service, sewer, gas, telephone and power.
v. The Easements arising from the Owner's Statement and Dedication filed by Defendant Mountain Park.
17. In the Owner's Statement for Tract No. 35647, Defendant Mountain Park stated:

We hereby offer to the public use the private and future streets shown on said map, reserving to ourselves all ordinary uses of said land except the erection or construction of any structure not ordinarily placed in public streets, until such time as said street is accepted and opened for public use.

Owner's Statement for Tract No. 35647 dated March 16, 1989 and recorded in Book 1136, page 1 in the public records of the official Records of Los Angeles County.
18. The dedication to the public of the private street shown on the Tract Map No. 35647 provides access to the Eigenbrodt property and satisfies the requirement of the Fisher Baily easement and the Eigenbrodt implied easement of necessity. Although the County of Los Angeles has not accepted the dedication offered by Mountain Park, the County of Los Angeles currently suggests that the following statement be made on the Owner's Statement of final Tract or Parcel Maps:

Also, grant to all persons holding title to lands within the County of Los Angeles and to the Heirs, Successors, and Assigns of said
persons, as their interests may now or hereafter appear of record, a non-exclusive easement for ingress and egress, road and utility purposes in the real property herein offered as "Private and Future Street" to said County; subject, however, to the following:

1. The above grant will not be complete as to each individual grantee unless and until an acceptance by said grantee is recorded.
2. Upon the recordation of a RESOLUTION OF ACCEPTANCE by the County of Los Angeles of the above offer to dedicate the grant of nonexclusive easement herein contained shall terminate and be of no further force or effect.
3. Pursuant to the current policy of Los Angeles County, Plaintiffs Eigenbrodt and Radzinski hereby accept the offer to dedicate "private and future street" shown on the land records of Los Angeles County for Tract No. 35647 as a means of ingress and egress to their properties as described in this Verified Complaint.
D. The Water Rights of Plaintiffs Eigenbrodt and Radzinski.
4. Beginning in 1969, the property presently owned by Plaintiff Radzinski has been assessed for a Water System which will benefit Plaintiff Radzinski's property along with the adjacent properties in the Zuniga Road area of the Topanga Canyon area of the County of Los Angeles. Plaintiff Radzinski has dutifully paid his assessments including principal and interest on Bond No. 3124 issued pursuant to County Improvement No. 2215 for the benefit of

Assessor Parcel No. 4455-008-002 but the County of Los Angeles has failed and refused to provide Plaintiff Radzinski with water as required by the terms and conditions of the Bond offering.
21. The property of Plaintiff Eigenbrodt is located within the Las Virgenes Municipal Water District ("Las Virgenes District"). The Planned Water System as prepared by Boyle Engineering as of February 27,1963 shows water service to and a water tank upon the Eigenbrodit property. This location of the water tank is a natural location in that the Eigenbrodt property is at such a high elevation that water from a tank located on the Eigenbrodt property may serve surrounding properties by gravity feed of water. The Mountain Park property is generally at a lower level of elevation than the Eigenbrodt property.
22. Upon information and belief, Defendant Mountain Park in connection with the execution of a Subdivision Water Improvement Agreement for Tract No./Parcel Map No. 35647 dated May 24, 1989, advised the Las Virgenes District that the Eigenbrodt property would never be developed and that a water tank should be placed upon the Mountain Park property to serve only Mountain Park residents rather than upon the Eigenbrodt property where it could serve residents of both the Eigenbrodt and Radzinski properties as well as the Mountain Park property. As a result of the statements by Mountain Park to the Las Virgenes District, the water tank was placed upon Mountain Park property at a lower level, rather than upon the Eigenbrodt property.
23. Such statements by Mountain Park to the Las Virgenes District constituted both a fraud and deceit and an interference with a favorable business relationship between the Las Virgenes

District and Plaintiff Eigenbrodt. As a result of the statements by Defendant Mountain Park to the Las Virgenes District, Plaintiff Eigenbrodt has sustained damage in that he has lost the benefit of the water tank which was proposed to be built upon his property by the Las Virgenes District and the water service resulting therefrom.

FIRST CAUSE OF ACTION
(For Declaratory Relief Regarding the Rights of Robert Eigenbrodt to Easements Against Defendant Mountain Park Estates)
24. Plaintiffs Eigenbrodt and Radzinski hereby reallege and incorporate the allegations set forth in Paragraphs 1 to 23 above, inclusive, as though fully set forth herein.
25. An actual controversy exists between the plaintiff Eigenbrodt, on the one hand, and Defendant Mountain Park on the other hand, regarding the respective rights and duties of the parties regarding ingress and egress to Parcel No. 1. These rights and duties arise from the Fisher Baily express easement of November 20,1925 and the implied easement by way of necessity benefitting the Eigenbrodt property. Plaintiff Eigenbrodt contends that Defendant Mountain Park is required to give Eigenbrodt rights of ingress and egress over Parcel No. 2 (the Mountain Park property) to reach his own property on Parcel No. 1 (the Eigenbrodt property). The Defendant Mountain Park has at all times denied Plaintiff Eigenbrodt the right of ingress and egress and disputes Eigenbrod's claims and contentions. Defendant Mountain Park contends that it owes no duty to Plaintiff Eigenbrodt to provide him rights of ingress and egress to Parcel No. 1 (the Eigenbrodt
property) over Parcel No. 2 (the Mountain Park property).
26. Plaintiff Eigenbrodt desires a judicial determination of the rights and duties of the parties regarding the claims of the parties to rights of ingress and egress to Parcel No. 1 (the Eigenbrodt property) over Parcel No. 2 (the Mountain Park property) and as to whether Plaintiff Eigenbrodt's or Defendant Mountain Park's interpretation of the easement rights is correct.
27. A declaration is necessary and appropriate at this time In order that Plaintiff Eigenbrodt may ascertain his rights and duties without incurring further restraints and restrictions on his use of his property (Parcel NO. 1), some of which restraints and restrictions may be irreparable. A similar declaration is necessary and appropriate at this time to establish plaintiff Radzinski's right to use the express easement as a member of the public who visits Calabasas Peak State Park.

SECOND CAUSE OF ACTION
(For Declaratory Relief Regarding the Rights of Robert Eigenbrodt and John Radzinski to Easements Against

Defendant Mountain Park Estates)
28. Plaintiffs Eigenbrodt and Radzinski hereby reallege and incorporate the allegations set forth in Paragraphs 1 to 27 above, inclusive, as though fully set forth herein.
29. An actual controversy exists between the plaintiffs Eigenbrodt and Radzinski, on the one hand, and Defendant Mountain Park on the other hand, regarding the respective rights and duties of the parties regarding ingress and egress to the properties of Eigenbrodt and Radzinski. These rights and duties arise from the Official Plat of the Land dated August 31, 1896, the Zuniga Road

Easement and the Tract No. 35647 Owner's Statement. Plaintiffs Eigenbrodt and Radzinski contend that Defendant Mountain Park is required to give Eigenbrodt and Radzinski rights of ingress and egress over Parcel No. 2 (the Mountain Park property) to reach their own properties. The Defendant Mountain Park has at times within the last five years prior to the commencement of this civil action denied Plaintiffs Eigenbrodt and Radzinski the rights of ingress and egress and disputes Eigenbrodt's and Radzinski's claims and contentions. Defendant Mountain Park contends that it owes no duty to Plaintiffs Eigenbrodt and Radzinski to provide them rights of ingress and egress to Plaintiff Eigenbrodt's and Radzinski's property over Parcel No. 2 (the Mountain Park property).
30. Plaintiffs Eigenbrodt and Radzinski desire a judicial determination of the rights and duties of the parties regarding the claims of the parties to rights of ingress and egress to Plaintiffs' properties over Parcel No. 2 (the Mountain Park property) and as to whether Plaintiff Eigenbrodt's and Radzinksi's or Defendant Mountain Park's interpretation of the easement rights is correct.
31. A declaration is necessary and appropriate at this time in order that Plaintiffs Eigenbrodt and Radzinski may ascertain their rights and duties without incurring further restraints and restrictions on their use of properties, some of which restraints and restrictions may be irreparable.

THIRD CAUSE OF ACTION.
(Fraud and Deceit)
(Plaintiff Eigenbrodt Against Defendant Mountain Park Only)
32. Plaintiff Eigenbrodt hereby realleges and incorporates
the allegations set forth in Paragraphs 1 to 31 above, inclusive, as though fully set forth herein.
33. By making representations to the Las Virgenes District to the effect that the Eigenbrodt property would not be developed, Defendant Mountain Park knowingly and falsely misrepresented to the Las Virgenes District the condition of the Eigenbrodt property. As a result of such false statements, Las Virgenes relied upon the statements and placed the water tank upon the Mountain Park property rather than on the Eigenbrodt property. In making the knowing false statements, Defendant Mountain Park intended that Las Virgenes rely upon the statements and place the water tank upon Mountain Park property. Plaintiff Eigenbrodt first learned of these statements by Mountain Park to the Las Virgenes District in June of 1990.
34. As a result of the knowing false statements by Mountain Park to the Las Virgenes District, Plaintiff Eigenbrodt was damaged in that the water tank for the Las Virgenes District was placed upon the Mountain Park property rather than upon the Eigenbrodt property as originally contemplated by the Las Virgenes District plans.
35. Plaintiff Eigenbrodt has sustained damages in excess of the jurisdictional limits of this court and in an amount to be proved at trial.
36. In committing the acts described in Paragraphs 32 through 36, Defendant Mountain Park acted with malice, fraud and oppression, constituting despicable conduct toward Eigenbrodt and thereby entitling Eigenbrodt to exemplary damages in an amount appropriate to punish and/or make an example of the Defendant

Mountain Park.
FOURTH CAUSE OF ACTION.
(Tortious Interference with Advantageous Business Relationship)
(Plaintiff Eigenbrodt Against Defendant Mountain Park Only)
37. Plaintiff Eigenbrodt hereby realleges and incorporates the allegations set forth in Paragraphs 1 to 36 above, inclusive, as though fully set forth herein.
38. By making representations to the Las Virgenes District to the effect that the Eigenbrodt property would not be developed, Defendant Mountain Park knowingly interfered with as advantageous business relationship existing between Eigenbrodt and the Las Virgenes District, namely the right of Eigenbrodt to have the water tank placed upon his property and the water service resulting therefrom. As a result of such false statements by Mountain Park, Las Virgenes relied upon the statements and placed the water tank upon the Mountain Park property, rather than on the Eigenbrodt property. In making the knowing false statements, Defendant Mountain Park intended that Las Virgenes rely upon the statements and place the water tank upon Mountain Park property. Plaintiff Eigenbrodt first learned of these statements by Mountain Park to the Las Virgenes District in June of 1990.
39. As a result of the knowing false statements by Mountain Park to the Las Virgenes District, Plaintiff Eigenbrodt was damaged in that the water tank for the Las Virgenes District was placed upon the Mountain Park property rather than upon the Eigenbrodt property as originally contemplated by the Las Virgenes District plans and Eigenbrodt's advantageous business relationship with Las Virgenes District was destroyed to the detriment of plaintiff

Eigenbrodt and to the benefit of Defendant Mountain Park.
40. Plaintiff Eigenbrodt has sustained damages in excess of the jurisdictional limits of this court and in an amount to be proved at trial.
41. In committing the acts described in Paragraphs 34 through 38, Defendant Mountain Park acted with malice, fraud and oppression, constituting despicable conduct toward Eigenbrodt and thereby entitling Eigenbrodt to exemplary damages in an amount appropriate to punish and/or make an example of the Defendant Mountain Park.

FIFTH CAUSE OF ACTION
(Mandamus)
(Claim of Plaintiff Radzinski Against
the County of Los Angeles Only)
42. Plaintiff Radzinski hereby realleges and incorporates the allegations set forth in Paragraphs 1 to 23 above, inclusive, as though fully set forth herein.
43. Plaintiff Radzinski is an individual owning property within the State of California and County of Los Angeles.
44. The Defendant County of Los Angeles is a public entity with the power and duty to provide water service to residents in accordance with statute, regulations and Schedule of Public Improvements.
45. The Real party in interest is Plaintiff John Radzinski who has paid sums of money to the County of Las Angeles pursuant to assessments made by the County for an Improvement in the nature of a Topanga Water System authorized in Waterworks District No. 29 by County Improvement No. 2215, Bond No. 3124, Assessor Parcel Number

4455-008-002.
46. Plaintiff Radzinski has made written demand and claim upon the County for the installation of a water system benefiting Assessor Parcel Number 4455-008-002 but said County has refused and continues to refuse to provide water service to said Parcel, even though said parcel is contained within Waterworks District No. 29 and Plaintiff Radzinski has fully performed his obligations on Bond No. 3124.
47. Upon issuance of the writ of mandamus to said county and Compliance by the County with the writ, Plaintiff Radzinski's property; Parcel No. 4455-008-002, will be benefitted by having water service as contemplated by County Improvement No. 2215 within Waterworks District No. 29 and the Bonds issued to fund said improvements.
48. Plaintiff Radzinski has performed all conditions precedent to the filing of this Complaint for Mandamus by paying on Bond No. 3124 and by making written demand upon the County for the provision of water service to Assessor Parcel No. 4455-008-002.
49. At all times herein mentioned the Respondent County has been able to provide water service to Parcel No. 4455-008-002. Notwithstanding such ability and despite Plaintiff Radzinski's demand for the provision of water service to said Parcel No. 4455-008-002, the Respondent County continues to fail and refuse to perform such duty and to provide such water service.
50. Plaintiff Radzinski has no plain, speedy, and adequate remedy in the ordinary course of law, other that the relief sought in this petition in that the County is his only source of water service within Waterworks District No. 29.

## Prayer

Wherefore Plaintiffs Eigenbrodt and Radzinski pray for judgment as follows:

## FIRST AND SECOND CAUSES OF ACTION.

A. A judicial declaration establishing the rights of Plaintiffs Eigenbrodt and Radzinski regarding their respective easements in Plaintiffs.

THIRD AND FOURTH CAUSES OF ACTION.
B. Compensatory damages, including general damages and other special, consequential and incidental damages against Mountain Park in sums according to proof.
C. Punitive and exemplary damages in an amount appropriate to punish and make an example of the Defendant Mountain Park.

FIFTH CAUSE OF ACTION.
D. This Honorable Court issue a peremptory writ in the first instance commanding the Defendant County to provide water service to Assessor Parcel No. 4455-008-002 which Parcel is owned by Plaintiff Radzinski.
E. The Court, alternatively, first issue an alternative writ commanding the Respondent County to perform a study regarding the provision of water service to Parcel No. 4455-008-002 or, in the alternative show cause why it should not do so, and thereafter issue a peremptory writ commanding the county to construct the water system and to provide promptly water service to Parcel No. 4455-008-002.

ALL CAUSES OF ACTION.
F. Costs and reasonable attorneys' fees as may be permitted by case and statutory authorities and/or agreement of the parties.
G. For such other and further relief as this Court deems just and proper.

Dated: March L~d, 1992
Respectfully submitted, OVERTON, LYMAN \& PRINCE ERNEST E. JOHNSON, P.C. GREGORY C. GLYNN


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## VERIFICATION

## STATE OF CALIFORNIA. COUNTY OF

I have read the forgoing Verified Complaint for: 1. Declaratory Relief Quieting Title re Easements, et al
© CHECK APPLICABLE PARAGRAPH
I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

1 am an Officer a partner
$\square$ of
a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. $\square$ am informed and believe and on that ground allege that the matters stated in the foregoing document are true. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am one of the attorneys for
a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.
Executed on March 2
19.92 at Los Angeles,

California
I declare under penaity of perjury under the laws of the State of California that the foregoing is truenent firect.

## Robert A. Eigenbrodt

Type or Print Name


ACKNOWLEDGMENT OF RECEIPT OF DOCUMENT
(other than summons and complaint)
Received copy of document described as
on

Type or Print Name
Signature
PROOF OF SERVICE

## STATE OF CALIFORNIA. COUNTY OF

I am employed in the county of State of California.
I am over the age of 18 and not a party to the within action; my business address is:

On__19_1 I served the foregoing document described as
$\qquad$
in this action by placing a true copy thereof enclosed in a sealed envelope addreased as foliows:
(BY MAIL) I caused such envelope with postage thereon fully prepaid to be placed in the United Stater mail aL , California.
$\qquad$
(BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the addressee. Executed on

19 $\qquad$ $2 t$

California.
$\square$ (State) 1 deciare under penalty of perjury under the laws of the State of Californis that the above is true and correct. $\square$ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

## VERIFICATION

STATE OF CALIFORNIA, COUNTY OF
I have read the foregoing Verified Complaint for: 1. Declaratory Relief Quieting Title re Easements, et al.
© CHECK APPLICABLE PARAGRAPH
I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am an Officer a partner $\qquad$ $\square$ $\qquad$ of
a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. $\square 1$ am informed and believe and on that ground allege that the matters stated in the foregoing document are true. $\square$ The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am one of the attorneys for
a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.
Executed onMarch_2
1992 at Los Angeles.
California.
I declare under penalty of perjury under the laws of the State of California that the foregoing isfrue and correct.

## John Radzinski

Type or Print Name


ACKNOWLEDGMENT OF RECEIPT OF DOCUMENT
(other than summons and complaint)
Received copy of document described as
OR 19

Signature
PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF
I am employed in the county of
1 am over the age of 18 and not a party to the within action; my business address is:
On ___19__ I served the foregoing document described as
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(BY MAIL) I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at_. California.
Executed on
19
La
at California.
(BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the addressee. Executed on 19 $\qquad$ at California.
(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct. (Federal) I deciare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


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That Wherene, the party of the flrst part has sold and conveyed to she party of the
 East quarter of the Nerth Teat quarter, and the South East quarter of the Morth West querter of Section 3, Townahip 1 South, Range 17 Fest, Sen Bernardino Beae and Meridian, In she County of Los Angeles, state of callformas atd the pariy of the sotoond pert doEly, a a mean of Inyrose and egress so and from sald Percel 1 to the county Roed known th Dry Cangon Co": Creek load; and HHEREAS, the pariy of the firet part is the omer of Peatiel e. The Weat half of Section 34 end the Gouth Went quaxtor c. the South East quarter of Seetion 34, Townehip 1 Horth, Rany 17 Fest, San Bornarilno Meplitan, in the ceunty of Les Atreles, state of Calsforcia, and is ollling to grant a right of way over paseel 2 apon the term herein set forth; MOM, THEREPORE, in consideration of the pratises, and othar velueble consideres lons, the party of the flrit part does hereby grant to the pazty of tho becond part an easumont over parcel 2, for lizress and ogrose, to and feca the above mensloned Counsy Roed so sald Parocl 1, and es eppartonant so sald parcel 1, uns 1)
 tecenesisle rond recm eald pareel 2, sorminat ing upon the boundary of pacou 1 1, and/oy gs euck polns shet nooess so mald road may be etained by convoniont rcad of proctical grede; The ser-1-abion of the easomom hereby grantsd whell be pelasafacie evidenced by By dedices to try deed of aep, duly seopted by the County of Los Alge les and flled fos pociord in she offloe of the Counby leaerder of an areslable roed over parcel 2, so lald out that it moy be used by the omern of sald Parcel 1 . IT IS. FURTHER AGREED shas ley








(19fornia, County of Los Angeles.)SS. On this 20th day of November, 1925, bef ore the, M. C. Find, a Notary publia in and for sald County, porsonally appeared pisher C. Bally and Dorothy Localse Beyly, his nif', knoan to me bo be the persons whose netmes are subserlbed to
 abd ofrtcial Sech.
M. C. BOMD, Notary Publio

of Celtif orna. My Com. Expires Aurist 28, 1926.
in nr ( ) ble
 me, Porgl B. Somers, Kobayy Public in and for sald County, personally eppeared Merio Martin, knosin to me 60 be the person shoss neme $i 3$ subsaribed to the foregoing instriment and ealanowledged to the that the ezsoubed the some. 而ibnesa yy hand and official Eeal.

PEARL B. EONERS, Hosarg Publico
in sad fos the County of Loy Anyoles, Stato of California. My Com. Expires May 4, 1927. \# $400 . C$ egy of originel recorded at request of Tibls Insurance \& Tr.Co., Dec. 29,1925 at $8: 30 \mathrm{~A}, \mathrm{M}$


THIS AGREMEYY, Made and entered into this 26 th day of Decenber, 1925, by end beseen peter Lerevo and Dere K. Dickson, husbent a id sife, parities p










Ernest E. Johnson, P.C., State Bar No. 24797 Gregory C. Glynn, Esq., State Bar No. 39999 Gordon J. Zuiderweg, Esq. State Bar No. 83101 OVERTONe', LYMAN \& PRINCE 34th Floor
777 So. Figueroa Street Los Angeles, California 90017 Telephone: (213) 683-1100


Attorneys for Plaintiffs ROBERT A. EIGENBRODT and JOHN RADZINSKI

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ROBERT A. EIGENBRODT, an individual)

MOUNTAIN PARK ESTATES, a California) corporation, COUNTY OF LOS ANGELES, ) a public entity, STATE OF , CAIIFORNIA ex rel. SANTA MONICA ) MOUNTAINS CONSERVANCY, ) CONTINENTAL LAWYERS TITLE , INSURANCE COMPANY, ) a California corporation, DAVID PECK, an individual; ) STHARON PECK, an individual; , CHI WON SUH, an () individual; SUSAN J. SUH, an ) individual; EDWARD E. SIMMONS, ) an individual; MARY B. SIMMONS, an ) individual; MICHAEL S. COHEN, ) an individual; CINDY TANAKA, COHEN, an individual , STEVEN A. SCHOPLER, an ) individual; ROBIN E. SCHOPLER, an ) CASE NO. BC 049815 (Judge Dzintra Janavs) (Dept. 15)

VERIFIED FIRST AMENDED COMPLAINT FOR:

1. DECLARATORY RELIEF
2. QUIET TITLE

RE EASEMENT RIGHTS
3. INJUNCTION
4. FRAUD AND DECEIT
5. TORTIOUS

INTERFERENCE WITH
ADVANTAGEOUS BUSINESS
RELATIONSHIP,
6. CIVIL CONSPIRACY, AND
7. MANDAMUS

Revision of July 29. 1994.

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Ernest E. Johnson, P.C., State Bar No. 24797
Gregory C. Glynn, Esq.,
State Bar No. 39999
Gordon J. Zuiderweg, Esq. State Bar No. 83101
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777 So. Figueroa Street
Los Angeles, California 90017
Telephone: (213) 683-1100
Attorneys for Plaintiffs ROBERT A. EIGENBRODT and JOHN RADZINSKI
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## SUPERIOR COURT OF THE STATE OF CALIFORNIA

```
FOR THE COUNTY OF LOS ANGELES
```

ROBERT A. EIGENBRODT, an individual) and JOHN RADZINSKI, an individual, )

Plaintiffs,

## Vs.

MOUNTAIN PARK ESTATES, a California) corporation, COUNTY OF LOS ANGELES, ) a public entity, STATE OF CALIFORNIA ex rel. SANTA MONICA ) MOUNTAINS CONSERVANCY, CONTINENTAL LAWYERS TITLE INSURANCE COMPANY, a California corporation, DAVID PECK, an individual; SHARON PECK, an individual; CHI WON SUH, an individual; SUSAN J. SUH, an individual; EDWARD E. SIMMONS, an individual ${ }^{\text {a }}$ MARY B. STMMONS an ) individual; MARY B. SIMMONS, an individual; MICHAEL S. COHEN, ) an individual; CINDY TANAKA ) COHEN, an individual STEVEN A. SCHOPLER, an individual; ROBIN E. SCHOPLER, an ) Revision of July 29, 1994.

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INTERFERENCE WITH ADVANTAGEOUS BUSINESS RELATIONSHIP,
6. CIVIL CONSPIRACY, AND
7. MANDAMUS
(C.C.P. $\$ 760.020$ )
(C.C.P. § 761.020)
(C.C.P. § 1060)
individual; ALFRED W. GERISCH, an ) individual; LINDA GERISCH, an . ) individual; JOEL A. SHAPIRO, an ) individual; ILENE W. SHAPIRO, an ) individual; DAVID E. KRONEMYER, an ) individual; JUDITH C. GASSON, an ) individual; PHILLIPS FAMILY INVESTMENT LIMITED PARTNERSHIP, a ) Limited Partnership; JOSEPH I. ) BORDEN, an individual; ALISON L. ) BORDEN, an individual; CRAIG ) SHEFTEL, an individual; )
KIM SHEFTEL, an individual; ) an individual; MARTIN BLAIN, an ) individual; JASJEET CHEEMA, Trustee for the Cheema Living Trust, KATHRIN CHEEMA, Trustee for the ) Cheema Living Trust, NO HEE PARK, ) an individual; YU BAI PARK, an ) individual; GEORGE P. WILBUR, an ) individuel; NORMA G. WILBUR, an ) individual; STEPHEN SLOANE, an ) individual; BONNIE SLOANE, an ) individual; STEVEN ANDERSON, an ) individual; ANASTASIA ANDERSON, ) an individual; RUSS A. SAMET, ) an individual; EVE SAMET, an ) individual; JOHN C. CLEMENTS, an ) individual; MONA R. CLEMENTS, an ) individual; WILLIAM APPLEGATE, an ) individual; KATHERINE APPLEGATE, ) an individual; GARY SCHIERSON, an individual; MARGARET SCHIRESON, an ) individual; ROY T. PHYTHIAN, an ) individual; SUZANNE PHYTHIAN, an ) individual; BRIAN M. LEMBERGER, an ) individual; SUSAN R. LEMBERGER, an ) individual; DOUGLAS F. WAX, Trustee for the Wax Family Trust, ARJA L. ) WAX, Trustee for the Wax Family ) Trust, DONNA NEHDAR, an individual; WILLIAM A. SOBEL, an individual; JAN SOBEL, an individual; LOUIS S. MANN, an individual; JUDITH C. MANN, an ) individual; BARRY G. FORD, an ) individual; LAUREL A. FORD, an individual; MICHAEL P. LOCKWOOD, an individual; BARBARA A. LOCKWOOD, an individual; HOWARD DAVIS, an individual; CINDY DAVIS, an individual; KARL REINECKER, an individual; CYNTHIA REINECKER, an
individual; SIM FARAR, Trustee of , the Farar Family Trust; DEBRA FARAR, Trustee of the Farar Family Trust; ) ROBIN RICHARDS, an individual; SUSAN) RICHARDS, an individual; ROBERT BLAIR, Trustee for the Blair Family Trust; PATRICIA BLAIR, Trustee for the Blair Family Trust; ALAN BERG, an individual; KAREN BERG, an individual; ANGEL MARTINEZ, an individual; FRANCES MARTINEZ, an individual; HERMAN H. RAPPAPORT, an ) individual; JOHN BEVILACQUA, an individual; WILLIAM C. SOADY, an ) individual; ZAREH H. VARTIVARIAN, an) individual; RAHEL B. VARTIVARIAN, an) individual; HUBERT BROOKS, Jr., an ) individual; MICHAEL S. POLK, an ) individual; SHERI POLK, an individual; JOSEPH KACZOROWSKI, an individual; ELISSA KACZOROWSKI, an ) individual; WARD C. WARDMAN, an individual; SHARON WARDMAN, an individual; ED SIMMONS, an individual; MARY SIMMONS, an individual; DAVID J. WEISS, an individual; JOEL A. FRIEDMAN, an ; individual; KATHRYN L. FRIEDMAN, an ) individual; RICHARD KERTZNER, an ; individual; KAREN KERTZNER, an ) individual; DAVID L. MILLS, Trustee for David L. Mills Trust; SHANNON ) SMILEY, an individual; ROBERT A. ) POWERS, an individual; ROGER F. ) GREAVES, an individual; ERIKA M. ) GREAVES, RALPH W. TARR, an ) individual; LINDA L. TARR, an individual; MOUNTAIN PARK ) HOMEOWNER'S ASSOCIATION, ) IN CARE OF JOEL A. SHAPIRO, ) a California non-profit , corporation; MERCANTILE NATIONAL , BANK, a corporation and a National Bank; THE RAPPAPORT ) COMPANY, PRESIDENT HERMAN H. ) RAPPAPORT, a California corporation;) AMERICAN SAVINGS BANK, FORMERLY AMERICAN SAVINGS and LOAN, a) corporation; CENTURY THRIFT AND ) LOAN, a corporation, and DOES 1 ) through 200, inclusive, and all persons, unknown, claiming any legal or equitable right,

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title, estate, lien or interest
in the property described in the. )
First Amended Complaint adverse to )
Plaintiffs' Title or any cloud
upon Plaintiffs' Title thereto,
Defendants.
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A. Introduction.

1. COME NOW THE PLAINTIFFS, ROBERT A. EIGENBRODT, an individual, ("Eigenbrodt") and JOHN RADZINSKI, an individual ("Radzinski") and as and for their Verified First Amended Complaint against MOUNTAIN PARK ESTATES, a California corporation ("Mountain Park Estates"), COUNTY OF LOS ANGELES, a public entity ("County"), STATE OF CALIFORNIA, ex rel. SANTA MONICA MOUNTAINS CONSERVANCY, CONTINENTAL LAWYERS TITLE INSURANCE COMPANY ("Continental"), HERMAN H. RAPPAPORT, DAVID PECK, SHARON PECK, CHI WON SUH, SUSAN J. SUH, EDWARD E. SIMMONS, MARY B. SIMMONS, MICHAEL.S. COHEN, CINDY TENAKA COHEN, STEVEN A. SCHOPLER, ROBIN E. SCHOPLER, ALFRED W. GERISCH, LINDA GERISCH, JOEL A. SHAPIRO, ILENE W. SHAPIRO, DAVID E. KRONEMYER, JUDITH C. GASSON, PHILLIPS FAMILY INVESTMENT LIMITED PARTNERSHIP, JOSEPH I. BORDEN, ALISON L. BORDEN, CRAIG SHEFTEL, KIM SHEFTEL, MARTIN BLAIN, JASJEET CHEEMA, KATHRIN CHEEMA, Trustees, NO HEE PARK, YU BAI PARK, GEORGE P. WILBUR, NORMA G. WILBUR, STEPHEN SLOANE, BONNIE SLOANE, STEVEN ANDERSON, ANASTASIA ANDERSON, RUSS A. SAMET, EVE SAMET, JOHN C. CLEMENTS, MONA R. CLEMENTS, WILLIAM APPLEGATE, KATHERINE APPLEGATE, GARY SCHIRESON, MARGARET SCHIRESON, ROY T. PHYTHIAN, SUZANNE PHYTHIAN, BRIAN M. LEMBERGER, SUSAN R. LEMBERGER, DOUGLAS F. WAX, ARJA L. WAX, Trustees, DONNA NEHDAR,

WILLIAM A. SOBEL, JAN M. SOBEL, LOUIS S. MANN, JUDITH C. MANN, BARRY G. FORD, LAUREL A. FORD, MICHAEL P. LOCKWOOD, BARBARA LOCKWOOD, HOWARD DAVIS, CINDY DAVIS, KARL REINECKER, CYNTHIA REINECKER, SIM FARAR, DEBRA FARAR, Trustees, ROBIN RICHARDS, SUSAN RICHARDS, ROBERT BLAIR, PATRICIA BLAIR, Trustees, ALAN BERG, KAREN BERG, ANGEL MARTINEZ, FRANCES MARTINEZ, HERMAN H. RAPPAPORT, JOHN BEVILACQUA, WILLIAM C. SOADY, ZAREH VARTIVARIAN, RAHEL VARTIVARIAN, HUBERT BROOKS, Jr., MICHAEL S. POLK, SHERI POLK, KEVIN A. HUTCHINGS, SALLY G. HUTCHINGS, WARD C. WARDMAN, SHARON WARDMAN, DAVID J. WEISS, JOEL A. FRIEDMAN, KATHRYN A. FRIEDMAN, RICHARD KERTZNER, KAREN KERTZNER, DAVID L. MILLS, trustee, SHANNON SMILEY, ROBERT A. POWERS, ROGER F. GREAVES, ERIKA M. GREAVES, RALPH W. TARR, LINDA L. TARR, MOUNTAIN PARK HOMEOWNERS' ASSOCIATION, IN CARE OF JOEL A. SHAPIRO, MERCANTILE NATIONAL BANK, THE RAPPAPORT COMPANY, AMERICAN SAVINGS BANK, FORMERLY AMERICAN SAVINGS AND LOAN, CENTURY THRIFT AND LOAN and DOES 1 through 200, and other unknown persons claiming any legal or equitable right, title, estate, lien or interest in the property described in this Verified First Amended Complaint adverse to Plaintiffs' title, inclusive allege as follows:

## B. The Parties.

2. The Plaintiff ROBERT A. EIGENBRODT, is, and at all time relevant herein was, an individual citizen of the United States and the State of California residing in the County of Los Angeles. Mr. Eigenbrodt is the owner of certain real property located in the Malibu mountain area of the County of Los Angeles, being Government Lot 3 (the fractional northeast quarter of the northwest quarter of Revision of July 29, 1994.

Section 3, Township 1 South, Range 17 West, San Bernardino Base and Meridian). The Eigenbrodt Property is a landlocked parcel of land in that it lacks all access to public street and roads. As set forth in Paragraphs 66 to 72 hereof, Mr. Eigenbrodt is the owner of various easements for ingress and egress across the property of Mountain Park Estates and the Homeowner Defendants.
3. The Plaintiff JOHN RADZINSKI is, and at all time relevant herein was, an individual citizen of the United states and the State of California residing in the County of Los Angeles. Mr. Radzinski is the owner of certain real property located in the Malibu mountain area of the county of Los Angeles, being Government Lot 2 (the fractional northwest quarter of the northeast quarter of Section 3, Township 1 South, Range 17 West, San Bernardino Base and Meridian). The Radzinski Property is a landlocked parcel of land in that it lacks all access to public streets and roads.
4. The Defendant MOUNTAIN PARK ESTATES, is upon information and belief, a California corporation, with principal place of business located at 124 s. Lasky Drive, Beverly Hills, California 90212 Telephone: (310) 550-8405. Mountain Park Estates is the owner and developer of certain property contiguous to the Eigenbrodt and Radzinski properties and shown as Tract Nos. 35647, 43566,43567 and 43568 and Parcel Map No. 16199, all filed by or on behalf of Mountain Park Estates concerning property located in the west half of Section 34 and the Southwest quarter of the Southeast Quarter of Section 34 , Township 1 North, Range 17 West, San Bernardino Base and Meridian in the County of Los Angeles, state of California. Mountain Park Estates has developed and sold and Revision of July 29, 1994.
continues to develop and sell parcels of real estate contained within the above-described Tracts. Mountain Park Estates has sold lots and home to approximately 45 homeowners since 1987. As set forth herein, Mountain Park Estates has denied within the last five years before the commencement of this action and continues to deny to Plaintiffs easements and rights of way affecting the Eigenbrodt and Radzinski properties as described in Paragraphs 66 to 79 hereof.
5. Upon information and belief, Defendant Continental Lawyers Title Company (formerly known as Continental Land Title Company) is a California corporation and is a wholly owned subsidiary of Lawyers Title Insurance Company. Defendant Continental Lawyers Title Company issued Preliminary Title Reports and Policies of Title Insurance and Subdivision Guarantees which failed to disclose the Baily-Martin Easement described in Paragraphs 66 to 68 or related easements, even though continental Lawyers Title Company knew from its own records the existence of the Plaintiffs' easement or easements as affecting the property of Defendant Mountain Park Estates.
6. Certain Defendants consist of Homeowners who have purchased real property from the Defendant Mountain Park Estates which property is subject to one or more of the easements described in this First Amended Complaint ("Homeowner Defendants"). These Homeowner Defendants are listed on Exhibit "B" to this First Amended Complaint. With the name of each Homeowner Defendant is included the street address of the parcel of land owned by the Homeowner Defendant, together with the Lot and Tract Number of the Revision of July 29, 1994.
land in accordance with the Parcel and Tract Maps filed with the County of Los Angeles by Defendant Mountain Park Estates. The Plaintiffs seek declaratory relief and quiet title relief regarding the Homeowners Defendants all of whom purchased their properties from Defendant Mountain Park Estates directly or from individuals who, in turn, had ultimately derived their title from Mountain Park Estates.
7. The COUNTY OF LOS ANGELES is a public entity and agency responsible for supervising the development and use of land in the area of the Malibu mountains in which the Eigenbrodt and Radzinski properties are located as well as the property of Mountain Park Estates. In its capacity as a public agency, the County approved certain subdivision maps for Mountain Park Estates property including Tract Maps for Tract Nos. 35647, 43566, 43567 and 43568 and Parcel Map No. 16199. The above Tract Maps fail to reflect certain easements benefitting the Eigenbrodt and Radzinski properties. The county also issued special assessment bonds for the construction of water improvements within L.A. County Improvement No. 2215 for the benefit of Los Angeles County Waterworks District No. 29. Moreover the Defendant COUNTY OF LOS ANGELES owns, uses, and/or claims an interest in an easement or easements for ingress, egress, drainage, and/or public utilities or waterline purposes affecting certain of the property of Mountain Park Estates and or of the other Homeowner Defendants.
8. Defendant STATE OF CALIFORNIA, ex rel. SANTA MONICA MOUNTAINS CONSERVANCY, is the owner of a parcel of land known commonly as Calabasas Peak State Park (The Southeast Quarter of the Revision of July 29, 1994.

Northwest Quarter of Section 3, Township 1 South, Range 17 West, San Bernardino Meridian, according to the official Plat of said land) ("State Park") which is adjacent to the Eigenbrodt property. The State Park is a dominant tenement and a benefitted party under the Baily-Martin Easement and other easements described herein and is a necessary party to this action in that the court is being asked to adjudicate rights under the Baily-Martin Easement. The STATE OF CALIFORNIA acquired the State Park property by Grant Deed from Tryon N. Sisson recorded on November 2, 1985 as Document No. 85-1389565 of the Official Records, in the office of the county Recorder of the rounty of Los Angeles State of California.
9. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein as DOES 1 through 200 , inclusive, and therefore, sue these Defendants as such pursuant to C.C.P. Section 474. Defendants DOES 1 through 200, inclusive, include without limitation thereby, certain property owners or lien holders whose properties were ultimately acquired from Defendant Mountain Park Estates and whose properties are located within Tract Nos. 35647 , 43566,43567 and 43568 and Parcel Map No. 16199. As such the properties and rights of certain of the DOES 1 through 200, inclusive, are affected by the easement rights of plaintiffs and must be adjudicated by this Court. Purchasers of property affected by the easements described herein who are known are included in the designation "Homeowners Defendants". Purchasers of parcels from Mountain Park Estates who are currently unknown are included in those sued as "DOE Defendants"
10. Plaintiffs are informed and believe and thereupon allege Revision of July 29, 1994.
that at all times relevant herein, certain of Homeowner Defendants and Defendants DOES 1 through 200, inclusive, were the agents, servants, employees, partners, co-venturers, assignees, purchasers, grantees, delegatees or co-conspirators of or with each of the other Defendants except the County, and in acting or failing to act as hereinafter alleged, were within the scope and course of said agency, service, employment, partnership, joint venture, assignment, delegation, or conspiracy. Moreover, each Defendant, other than the County, has ratified and/or otherwise approved the acts and omissions of said Defendants' agents or employees.
11. The defendants named herein as "all persons unknown, claiming any legal or equitable right, title, estate, lien or interest in the property described in the Verified First Amended Complaint adverse to Plaintiffs' title, or any cloud upon Plaintiffs' title thereto (hereinafter "unknown Defendants") and as "Does 1-200, inclusive" are unknown to Plaintiffs. Such Defendants, and each of them, claim some right, title, estate, lien or interest adverse to Plaintiffs' title and rights to plaintiffs' property and the subject easements, and such claim or claims constitute a cloud on Plaintiffs' title thereto. Such claim or claims are without any right whatsoever and these defendants, and each of them, have no right, title, estate, lien or interest whatsoever adverse to Plaintiffs' title to Plaintiffs' property and Plaintiffs' interest in the subject easements appurtenant to Plaintiffs' property or any part thereof.
12. The claim of Defendant Mountain Park Estates is based on a Corporation Grant Deed from Southwest Savings and Loan Revision of July 29, 1994.

Association recorded on December 15, 1983 as Instrument No. 831488175 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California. Said deed purportedly gave said Defendant Mountain Park Estates fee title to the Mountain Park Estates property and a claim adverse to Plaintiffs to the subject easements.
13. The claim of defendants David Peck and Sharon Peck is based on a Corporation Grant Deed recorded on September 8, 1988 as instrument No. 881436088 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 1 of Tract 43566). Said deed purportedly gave said defendants fee title to the Peck property and a claim adverse to Plaintiffs' to the subject easements.
14. The claim of defendants Chi Won Suh and Susan J. Suh is based on a Corporation Grant Deed recorded on September 28, 1988 as instrument No. 881564548 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 2 of Tract 43566). Said deed purportedly gave said defendants fee title to the Suh property and a claim adverse to Plaintiffs to the subject easements.
15. The claim of defendants Edward E. Simmons and Mary B. Simmons is based on a Corporation Grant Deed recorded on June 26, 1992 as instrument No. 921170296 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 1 of Tract No. 35647). Said deed purportedly gave said defendants fee title to the Simmons property and a claim adverse to Plaintiffs to the subject easements.

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Cohen is based on an Individual Grant Deed recorded on May 13, 1994 as instrument No. 94927260 of Official Records, in the office of the county Recorder of the county of Los Angeles, state of California (Lot 3 of Tract 43566). Said deed purportedly gave said defendants fee title to the cohen property and a claim adverse to Plaintiffs to the subject easements.
17. The claim of defendants Steven A. Schopler and Robin E. Schopler is based on a Corporation Grant Deed recorded on July 21, 1987 as instrument No. 871154940 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 4 of Tract 43566). Said deed purportedly gave said defendants fee title to the Schopler property and a claim adverse to Plaintiffs to the subject easements.
18. The claim of defendants Alfred Gerisch and Linda Gerisch is based on a Grant Deed recorded on May 11, 1992 as instrument No. 92835942 of Official Records, in the office of the County Recorder of the County of Los Angeles, State of California (Lot 5 of Tract 43566). Said deed purportedly gave said defendants fee title to the Gerisch property and a claim adverse to plaintiffs to the subject easements.
19. The claim of defendants Joel Shapiro and Ilene Shapiro is based on a Individual Grant Deed recorded on August 12, 1988 as instrument No. 881279003 of Official Records, in the Office of the County Recorder of the County of Los Angeles, state of California (Lot 6 of Tract 43566). Said deed purportedly gave said defendants fee title to the Shapiro property and a claim adverse to plaintiffs Revision of July 29, 1994.
to the subject easements.
20. The claim of defendants David Kronemyer and Judith Gasson is based on a Grant Deed recorded on July 27, 1990 as instrument No. 901310972 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 7 of Tract 43566). Said deed purportedly gave said defendants fee title to the Kronemyer-Gasson property and a claim adverse to Plaintiffs to the subject easements.
21. The claim of defendant Phillips Family Investment, Limited Partnership is based on a Individual Grant Deed recorded on March 29, 1991 as instrument No. 91453303 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 10 of Tract 43568), a Quitclaim Deed recorded on June 4, 1991 as instrument No. 91-829592 of Official Records, in the office of the County Recorder of the County of Los Angeles, State of California (Lot 10 of Tract 43568), an Individual Quitclaim Deed recorded on April 21, 1992 as instrument No. 92 707970 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 10 of Tract 43568), a Grant Deed recorded on May 15, 1991 as instrument No. 91 707917 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 8 of Tract 43566), a Trust Transfer Deed recorded on July 2, 1991 as instrument No. 911005228 of Official Records, in the office of the County Recorder of the County of Los Angeles, State of California (Lot 8 of Tract 43566) and an Individual Quitclaim Deed recorded on April 21, 1992 as instrument No. 92707971 of Official Records, in Revision of July 29, 1994.
the Office of the County Recorder of the County of Los Angeles, State of California (Lot 8 of Tract 43566). Said deed purportedly gave said defendant fee title to the Phillips Family Investment, Limited Partnership property and a claim adverse to Plaintiffs to the subject easements.
22. The claim of defendants Joseph Borden and Alison Borden is based on a Corporation Grant Deed recorded on January 8, 1988 as instrument No. 8826566 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 9 of Tract 43566). Said deed purportedly gave said defendants fee title to the Borden property and a claim adverse to Plaintiffs to the subject easements.
23. The claim of defendants Craig Sheftel and Kim Sheftel is based on a Corporation Grant Deed recorded on January 14, 1994, as instrument No. 94100220 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 10 of Tract 43566). Said deed purportedly gave said defendants fee title to the Sheftel property and a claim adverse to Plaintiffs to the subject easements.
24. The claim of defendant Martin Blain is based on a Corporation Grant Deed recorded on April 8, 1988 as instrument No. 88479667 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 11 of Tract 43566). Said deed purportedly gave said defendant fee title to the Blain property and a claim adverse to Plaintiffs to the subject easements.
25. The claim of defendants Jasjeet Cheema and Kathrin Cheema
as husband and wife and Jasjeet Cheema, Trustee for the Cheema Living Trust and Kathrin Cheema, Trustee for the Cheema Living Trust is based on a Corporation Grant Deed recorded on February 3, 1988 as instrument No. 88153361 of Official Records, in the Office of the County Recorder of the Country of Los Angeles, State of California (Lot 12 of Tract 43566) and Trust Transfer Deed recorded on November 6, 1990 as instrument No. 901872448 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 12 of Tract 43566). Said deeds purportedly gave said defendants fee title to the Cheema Trustee property and a claim adverse to plaintiffs to the subject easements.
26. The claim of defendants No Hee Park and Yu Bai Park as husband and wife and No Hee Park and Yu Bai Park as Trustees of the No Hee Park and Yu Bai Park Family Trust is based on a Corporation Grant Deed recorded on April 1, 1988 as instrument No. 88445185 of Official Records, in the office of the County Recorder of the County of Los Angeles, State of California (Lot 13 of Tract 43566) and a Grant Deed recorded on April 30, 1993 as instrument No. 93 821062 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 13 of Tract 43566). Said deeds purportedly gave said defendants fee title to the Park property and a claim adverse to Plaintiffs to the subject easements.
27. The claim of defendants George P. Wilbur and Norma G. Wilbur is based on a Corporation Grant Deed recorded on November 6, 1987 as instrument No. 871781082 of Official Records, in the Revision of July 29, 1994.

Office of the County Recorder of the County of Los Angeles, State of California (Lot 14 of Tract 43566). Said deed purportedly gave said defendants fee title to the wilbur property and a claim adverse to Plaintiffs to the subject easements.
28. The claim of defendants Stephen Sloane and Bonnie Sloane is based on a Corporation Grant Deed recorded on October 23, 1987 as instrument No. 871698711 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 15 of Tract 43566). Said deed purportedly gave said defendants fee title to the sloane property and a claim adverse to Plaintiffs to the subject easements.
29. The claim of defendants Steven Anderson and Anastasia Anderson is based on a Individual Grant Deed recorded on November 16, 1993, as instrument No. 932248375 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 16 of Tract 43566). Said deed purportedly gave said defendants fee title to the Anderson property and a claim adverse to Plaintiffs to the subject easements.
30. The claim of defendants Russ Samet and Eve Samet is based on a Corporation Grant Deed recorded on June 19, 1987 as instrument No. 87981838 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 17 of Tract 43566). Said deed purportedly gave said defendants fee title to the Samet property and a claim adverse to Plaintiffs to the subject easements.
31. The claim of defendants John Clements and Mona Clements is based on a Corporation Grant Deed recorded on June 10, 1987 as Revision of July 29, 1994.
instrument No. 87921722 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 18 of Tract 43566). Said deed purportedly gave said defendants fee title to the clements property and a claim adverse to Plaintiffs to the subject easements.
32. The claim of defendants William Applegate and Katherine Applegate is based on an Individual Grant Deed recorded on August 20, 1993 as instrument No. 931621522 of official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 19 of Tract 43566). Said deed purportedly gave said defendants fee title to the Applegate property and a claim adverse to Plaintiffs to the subject easements.
33. The claim of defendants Gary Schireson and Margaret Schireson is based on a Grant Deed recorded on September 5, 1991 as instrument No. 911397517 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 20 of Tract 43566). Said deed purportedly gave said defendants fee title to the Schireson property and a claim adverse to Plaintiffs to the subject easements.
34. The claim of defendants Roy Phythian and Suzanne Phythian is based on a Corporation Grant Deed recorded on March 31, 1988 as instrument No. 88440915 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 21 of Tract 43566). Said deed purportedly gave said defendants fee title to the Phythian property and a claim adverse to Plaintiffs to the subject easements.
35. The claim of defendants Brian M. Lemberger and Susan R. Revisioa of July 29, 1994.

Lemberger as husband and wife and Brian M. Lemberger and Susan R. Lemberger as co-trustees of the Lemberger Family Trust is based on a Corporation Grant Deed recorded on April 12, 1988 as instrument No. 88497377 of Official Records, in the Office of the County Recorder of the County of Los Angeles, state of California (Lot 22 of Tract 43566), Quitclaim Deed recorded on January 10, 1991 as instrument No. 9145854 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 22 of Tract 43566) and Quitclaim Deed recorded on December 30, 1992 as instrument No. 922451268 of Official Records, in the Office of the county Recorder of the County of Los Angeles, State of California (Lot 22 of Tract 43566). Said deeds purportedly gave said defendants fee title to the Lemberger property and a claim adverse to Plaintiffs to the subject easements.
36. The claim of defendants Douglas and Arja Wax as husband and wife and Douglas Wax, Trustee of the Wax Family Trust and Arja Wax, Trustee of the Wax Family Trust is based on a corporation Grant Deed recorded on March 13, 1987 as instrument No. 87383607 of Official Records, in the office of the county Recorder of the County of Los Angeles, State of California (Lot 23 of Tract 43566), a Trust Transfer Deed recorded on November 14, 1989, in the Office of the County Recorder of the county of Los Angeles, State of California (Lot 23 of Tract 43566), a Grant Deed recorded on June 24, 1993 as instrument No. 931191914 of Official Records, in the Office of the county Recorder of the county of Los Angeles, state of California (Lot 23 of Tract 43566) and a Grant Deed recorded on June 24, 1993 as instrument No. 931202584 of Official Records, in Revision of July 29, 1994.
the Office of the County Recorder of the County of Los Angeles, State of California (Lot 23 of Tract 43566). Said deeds purportedly gave said defendants fee title to the Wax Trust property and a claim adverse to Plaintiffs to the subject easements.
37. The claim of defendant Donna Nehdar is based on a Interspousal Transfer Deed recorded on August 2, 1989 as instrument No. 891239012 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 1 of Tract 43567). Said deed purportedly gave said defendant fee title to the Nehdar property and a claim adverse to Plaintiffs to the subject easements.
38. The claim of defendants William A. Sobel and Jan M. Sobel is based on an Individual Grant Deed recorded on March 18, 19.94 as instrument No. 94543326 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 2 of Tract 43567). Said deed purportedly gave said defendants fee title to the Sobel property and a claim adverse to Plaintiffs to the subject easements.
39. The claim of defendants Louis S. Mann and Judith C. Mann is based on a Corporation Grant Deed recorded on November 10, 1988 as instrument No. 881819120 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 3 of Tract 43567). Said deed purportedly gave said defendants fee title to the Mann property and a claim adverse to Plaintiffs to the subject easements.
40. The claim of defendants Barry G. Ford and Laurel A. Ford
is based on a Corporation Grant Deed recorded on November 2, 1988 as instrument No. 881768454 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 4 of Tract 43567). Said deed purportedly gave said defendants fee title to the Ford property and a claim adverse to Plaintiffs to the subject easements.
41. The claim of defendants Michael P. Lockwood and Barbara A. Lockwood is based on an Individual Grant Deed recorded on May 13, 1994 as instrument No. 24927269 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 5 of Tract 43567). Said deed purportedly gave said defendants fee title to the Lockwood property and a claim adverse to plaintiffs to the subject easements.
42. The claim of defendants Howard Davis and Cindy Davis is based on a Corporation Grant Deed recorded on October 27, 1988 as instrument No. 881736500 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 6 of Tract 43567). Said deed purportedly gave said defendants fee title to the Davis property and a claim adverse to Plaintiffs to the subject easements.
43. The claim of defendants Karl Reinecker and Cynthia Reinecker is based on a Corporation Grant Deed recorded on December 29, 1988 as instrument No. 882083643 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 7 of Tract 43567). Said deed purportedly gave said defendants fee title to the Reinecker property and a claim adverse to Plaintiffs to the subject easements.
44. The claim of defendants $\operatorname{Sim}$ and Debra Farar as husband and wife and Sim Farar, Trustee of the Farar Family Trust and Debra Farar, Trustee of the Farar Family Trust is based on a Quitclaim Deed recorded on June 22, 1989 as instrument No. 891002758 of Official Records, in the office of the county Recorder of the County of Los Angeles, State of California (Lot 8 of Tract 43567), a Grant Deed recorded on June 22, 1989 as instrument No. 891002759 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 8 of Tract 43567), a Grant Deed recorded on December 27, 1991 as instrument No. 91 2033484 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 8 of Tract 43567), and an Individual Grant Deed recorded on January 6, 1992 as instrument No. 9219823 of official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 8 of Tract 43567). Said deeds purportedly gave said defendants fee title to the Farar Trust property and a claim adverse to Plaintiffs to the subject easements.
45. The claim of defendants Robin Richards and Susan Richards is based on a Corporation Grant Deed recorded on December 7, 1988 as instrument No. 881961908 of Official Records, in the office of the County Recorder of the county of Los Angeles, State of California (Lot 9 of Tract 43567). Said deed purportedly gave said defendants fee title to the Richards property and a claim adverse to Plaintiffs to the subject easements.
46. The claim of defendants Robert and Patricia Blair as husband and wife and Robert Blair, Trustee for the Blair Family Revision of July 29, 1994.

Trust and Patricia Blair, Trustee for the Blair Family Trust is based on a Corporation Grant Deed recorded on December 30, 1988 as instrument No. 882092310 of Official Records, in the Office of the County Recorder of the county of Los Angeles, state of California (Lot 10 of Tract 43567), an Individual Grant Deed recorded on September 11, 1991 as instrument No. 911427686 of Official Records, in the Office of the county Recorder of the County of Los Angeles, State of California (Lot 10 of Tract 43567), a Quitclaim Deed recorded on January 31,1992 as instrument No. 92165926 of Official Records, in the Office of the county Recorder of the County of Los Angeles, state of California (Lot 10 of Tract 43567), and an Individual Grant Deed recorded on March 5, 1992 as instrument No. 92369062 of Official Records, in the Office of the County Recorder of the County of Los Angeles, state of California (Lot 10 of Tract 43567). Said deeds purportedly gave said defendants fee title to the Blair Trust property and a claim adverse to Plaintiffs to the subject easements.
47. The claim of defendants Alan Berg and Karen Berg is based on a Corporation Grant Deed recorded on December 28, 1988 as instrument No. 882067705 of Official Records, in the Office of the County Recorder of the county of Los Angeles, state of California (Lot 11 of Tract 43567). Said deed purportedly gave said defendants fee title to the Berg property and a claim adverse to Plaintiffs to the subject easements.
48. The claim of defendants Angel Martinez and Frances Martinez is based on a Corporation Grant Deed recorded on February 3, 1989 as instrument No." 89193867 of official Records, in the

Office of the County Recorder of the County of Los Angeles, state of California (Lot 12 of Tract 43567). Said deed purportedly gave said defendants fee title to the Martinez property and a claim adverse to Plaintiffs to the subject easements.
49. The claim of defendant John Bevilacqua is based on a Individual Grant Deed recorded on September 28, 1992 as instrument No. 921800951 of Official Records, in the office of the county Recorder of the County of Los Angeles, state of California (Lot 1 of Tract 43568). Said deed purportedly gave said defendant fee title to the Bevilacqua property and a claim adverse to Plaintiffs to the subject easements.
50. The claim of defendant Herman H. Rappaport is based on a Corporation Grant Deed recorded on September 6, 1991 as instrument No. 911400587 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 1 of Tract 43568), a Corporation Grant Deed recorded on October 2, 1991 as instrument No. 911558041 of Official Records, in the Office of the County of Los Angeles, state of California (Lot 8 of Tract 43568), an Interspousal Transfer Deed recorded on September 28, 1992 as instrument No. 921800955 of Official Records, in the Office of the County of Los Angeles, state of California (Lot 11 of Tract 43568), a Corporation Grant Deed recorded on September 28, 1992 as instrument No. 921800956 of official Records, in the Office of the County of Los Angeles, state of California (Lot 11 of Tract 43568), and a Corporation Grant Deed recorded on October 2, 1991 as instrument No. 911558042 of Official Records, in the Office of the County of Los Angeles, State of California (Lot 4 of Revision of July 29, 1994.

Tract 35647). Said deeds purportedly gave said defendant fee title to the Rappaport property and a claim adverse to Plaintiffs to the subject easements.
51. The claim of defendant William C. Soady as Trustee of the Soady Family 1992 Revocable Trust is based on a Corporation Grant Deed recorded on January 3, 1990 as instrument No. 9010346 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 2 of Tract 43568) and a Trust Transfer Deed recorded on February 6, 1992 as instrument No. 92207613 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 2 of Tract 43568). Said deeds purportedly gave said defendant fee title to the Soady property and a claim adverse to Plaintiffs to the subject easements.
52. The claim of defendants Zareh H. Vartivarian and Rahel B. Vartivarian as husband and wife and Zareh H. Vartivarian and Rahel B. Vartivarian as Trustees of the Zareh and Rahel Vartivarian Trust is based on a Grant Deed recorded on April 5, 1993 as instrument No. 93635001 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 3 of Tract 43568) and Trust Transfer Deed recorded on September 14, 1993 as instrument No. 931774917 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 3 of Tract 43568). Said deeds purportedly gave said defendants fee title to the Vartivarian property and a claim adverse to Plaintiffs to the subject easements.
53. The claim of defendant Hubert Brooks, Jr. is based on a

Corporation Grant Deed recorded on January 9, 1991 as instrument No. 9137153 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 4 of Tract 43568). Said deed purportedly gave said defendant fee title to the Brooks property and a claim adverse to Plaintiffs to the subject easements.
54. The claim of defendants Michael S. Polk and Sheri Polk is based on a Corporation Grant Deed recorded on December 26, 1991 as instrument No. 912022261 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 5 of Tract 43568). Said deed purportedly gave said defendants fee title to the Polk property and a claim adverse to Plaintiffs to the subject easements.
55. The claim of defendants Joseph Kaczorowski and Elissa Kaczorowski is based on an Individual Grant Deed recorded on December 13, 1993 as instrument No. 932468511 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 12 of Tract 43568). Said deed purportedly gave said defendants fee title to the Kaczorowski property and a claim adverse to Plaintiffs to the subject easements.
56. The claim of defendants Ward $C$. Wardman and Sharon Wardman is based on a Corporation Grant Deed recorded on March 13, 1990 as instrument No. 90403533 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 13 of Tract 43568). Said deed purportedly gave said defendants fee title to the Wardman property and a claim adverse to Plaintiffs to the subject easements.
57. The claim of defendant David Weiss is based on a Corporation Grant Deed recorded on December 18, 1992 as instrument No. 922379789 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 4 of Tract 35647). Said deed purportedly gave said defendant fee title to the Weiss property and a claim adverse to Plaintiffs to the subject easements.
58. The claim of defendants Joel A. Friedman and Kathryn L. Friedman is based on a Corporation Grant Deed recorded on December 21, 1989 as instrument No. 892056383 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 9 of Tract 35647). Said deed purportedly gave said defendants fee title to the Friedman property and a claim adverse to Plaintiffs to the subject easements.
59. The claim of defendants Richard Kertzner and Karen Kertzner is based on a Corporation Grant Deed recorded on December 28, 1993, as instrument No. 931886671 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 10 of Tract 35467). Said deed purportedly gave said defendant fee title to the Kertzner property and a claim adverse to Plaintiffs to the subject easements.
60. The claim of defendant David Mills, as Trustee of the David L. Mills Family Trust is based on a Grant Deed recorded on October 12, 1992 as instrument No. 921839711 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 11 of Tract 35647), a Grant Deed recorded on June 8, 1992 as instrument No. 921033114 of Official Records, Revisioo of July $29,1994$.
in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 11 of Tract 35647), a Grant Deed recorded on June 11, 1992 as instrument No. 921065205 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 11 of Tract 35647), a Grant Deed recorded on September 11, 1992 as instrument No. 921695370 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 11 of Tract 35647) and a Quitclaim Deed recorded on September 11, 1992 as instrument No. 92 1695371 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 11 of Tract 35647). Said deeds purportedly gave said defendant fee title to the Mills Trust property and a claim adverse to Plaintiffs to the subject easements.
61. The claim of defendant Shannon Smiley is based on a Corporation Grant Deed recorded on May 2, 1991 as instrument No. 91 637598 of Official Records, in the Office of the County Recorder of the County of Los Angeles, State of California (Lot 15 of Tract 35647). Said deed purportedly gave said defendant fee title to the Smiley property and a claim adverse to Plaintiffs to the subject easements.
62. The claim of defendant Robert A. Powers is based on such information and belief of Corporation Grant Deed recorded on or about January 24, 1990. Said deed purportedly gave said defendant fee title to the Powers property and a claim adverse to Plaintiffs to the subject easements. (Lot 17, Tract 35647).
63. The claim of defendants Roger F. Greaves and Erika M.

Greaves is based on information and belief on a Corporation Grant Deed recorded on or about November 30,1990 . Said deed purportedly gave said defendants fee title to the Greaves property and a claim adverse to Plaintiffs to the subject easements. (Lot 18, Tract 35647 )
64. The claim of defendants Ralph $W$. Tarr and Linda L. Tarr is based on information and belief on a corporation Grant Deed. Said deed purportedly gave said defendants fee title to the Tarr property and a claim adverse to plaintiffs to the subject easements. (Lot 19, Tract 35647).
65. The claim of defendant Mercantile National Bank, a National Bank of the United States is based on an Instrument recorded on or about March 16, 1994 as Instrument No. 94521085 of Official Records, in the Office of the County Recorder of the County of Los Angeles, state of California (Lots $8 \& 9$ of Tract 43568, and Lots 2, 3, 5, 6, 7, 8, 12, 13, \& 14 of Tract 35647). Said deed purportedly gave said defendant fee title to the Mercantile National Bank property and a claim adverse to Plaintiffs to the subject easements.
C. The Nature of Plaintiffs' Easements.
i). The Eigenbrodt Express Easement or the "Baily-Martin

Easement".
66. Mr. Eigenbrodt and the State of California ex rel. Santa Monica Mountains Conservancy are the holders of an express easement for ingress and egress across the property owned by Defendant Mountain Park Estates, the Homeowner Defendants and certain of the DOE Defendants 1 through 200, inclusive. This express easement was
granted on the 20 th day of November, 1925 by agreement between Marie Martin, a Widow, as the party of the first part and Fisher c. Baily, as the party of the second part ("Baily-Martin Easement") and was duly recorded on December 29, 1925 in Book 4570, Page 24 of the Official Records of Los Angeles County. A copy of the BailyMartin easement denominated: "Agreement for Right for Way" is attached to this Complaint as Exhibit "A" and is hereby incorporated by this reference.
67. The Baily-Martin Easement grants an easement for ingress and egress over Parcel No. 2 (the Mountain Park Estates property) for the benefit of Parcel No. 1 (the Eigenbrodt property and Calabasas Peak State Park owned by the State of California) to and from Dry Canyon Cold Creek Road (now, in part, Mulholland Highway). The Baily-Martin Easement terminates upon the dedication to the public use and convenience of an accessible road from Parcel No. 2 terminating upon the boundary of Parcel No. 1 and/or at such point that access to said road may be attained by a convenient road of practical grade. Upon information and belief, such conditions have not yet occurred. Plaintiff Eigenbrodt desires access to his property pursuant to the Baily-Martin Easement and Defendant Mountain Park Estates has consistently within five years of the commencement of this action denied Plaintiff Eigenbrodt the right of access. Since this express easement also benefits members of the public who utilize Calabasas Peak State Park, Plaintiff Radzinski as a member of the public is entitled to the benefit of this express easement. Because the State of California owns Calabasas Peak State Park and the State Park is a beneficiary of Revision of July 29, 1994.
the Baily-Martin easement, the rights adjudicated in this action will affect the State Park Property, and the State of California is thus a proper party to this lawsuit.
68. The Document known as "Agreement for Right of Way" (Baily-Martin Easement) (Exhibit "A") contains provisions for the exchange and granting of other easements over other properties to other County Roads. In particular, the Document states in pertinent part:

IT IS FURTHER AGREED that in the event the party of the second part (Baily, now Eigenbrodt) obtains an easement or right of way over lancs other than herein described for ingress and egress to above mentioned county road, or any other County road, that the party of the Second Part (Baily, now Eigenbrodt) will grant to the party of the First Part (Martin, now Mountain Park Estates) a similar easement to that herein created, over Parcel 1 herein (Baily, now Eigenbrodt) and over the other lands upon which said easement is obtained.

Upon information and belief, the Baily-Martin Agreement was a significant consideration in the formation of both the Las virgenes Municipal Water District and Waterworks District No. 29, the placement of the proposed 100,000 gallon reservoir depicted on the Map of the Planned Water System dated February 27, 1963, and the expansion of the Zuniga Road easements.
ii.) The Eigenbrodt Implied Easement by Way of Necessity.
69. Prior to the express grant of the Baily-Martin Easement on November 20, 1925, Parcel No. 1 (the Eigenbrodt property and Revision of July 29, 1994.

Calabasas Peak State Park) and Parcel No. 2 (the Mountain Park Estates property) were owned by a common grantor: Marie Martin, a widow. As a result of the conveyance by Marie Martin of Parcel No. 1 (the Eigenbrodt property) to Fisher Baily, Parcel No. 1 became a landlocked parcel without access to means of ingress and/or egress to the public streets and highways of the county of Los Angeles, including the adjacent Dry Canyon Cold Creek Road. As a result of such landlocked status, Parcel No. 1 (the Eigenbrodt property) acquired an implied easement by way of necessity over Parcel No. 2 (the Mountain Park Estates property) as a matter of law.
70. Plaintiff Eigenbrodt has repeatedly made demand upon Defendant Mountain Park Estates to honor both his express easement granted by the Baily-Martin Easement of November 20, 1925 and his implied easement of ingress and egress by way of necessity, and Mountain Park Estates has denied Eigenbrodt all rights and means of ingress and egress to and from Parcel No. 1 (the Eigenbrodt property) over Parcel No. 2 (the Mountain Park Estates property). Indeed, Defendant Mountain Park Estates has developed the property and has constructed alleged private roads upon Parcel No. 2 (the Mountain Park Estates property) and, beginning approximately in August, 1989, has placed a guard and locked gate upon said private road at the intersection of the private road with Mulholland Highway and/or Dry Canyon Cold Creek Road. Defendant Mountain Park Estates has at times beginning within the last five years prior to the commencement of this action denied Plaintiff Eigenbrodt the use of the private road and all other means of ingress or egress over Parcel No. 2 and has therefore barred Eigenbrodt from all access to Revision of July 29, 1994.
his property (Parcel No. 1).
71. Moreover, Defendant Mountain Park Estates has sold portions of Parcel No. 2 to individual citizens of the United States and of the State of California including the Homeowner Defendants and certain DOE Defendants, without disclosing one or more of the Eigenbrodt easements to the buyers, although Defendant Mountain Park Estates was at all times aware of the Baily-Martin Easement. As a result of such sales to the Homeowners made without disclosure of the Baily-Martin Easement, Plaintiffs have been obliged to file suit to quiet title against all these Homeowners who have taken land from the original plat of land which was owned by Mountain Park Estates and all of which was subject to the BailyMartin Easement and related easements.
iii.) The Radzinski and Eigenbrodt Easements According to the Official Plat of the Land Recorded on August $31,1896$.
72. Plaintiff Radzinski is entitled to the benefit of an easement created for the benefit of the public at large as a means of access to Government Lot 2 (the fractional northwest quarter of the northeast quarter of Section 3, Township 1 South, Range 17 West, San Bernardino Base and Meridian). This easement extends across a portion of the southwest quarter of the southeast quarter of Section 34, and the west half of Section 34, and terminates at Dry Canyon Cold Creek. This Radzinski Easement benefitting Lot 2 was established pursuant to the Homestead Act of May 22, 1862, and in conformity with the legal subdivisions of the public lands as shown on the Official Plat of the land recorded on August 31, 1896. Plaintiff Eigenbrodt is also entitled to a similar easement Revision of July 29, 1994.
according to the Official Plat of the Land recorded on August 31, 1896 benefiting his property.
iv.) The Easements Arising from the Condemnation of Zuniga Road Benefitting Plaintiffs Eigenbrodt and Radzinski.
73. Beginning on March 20, 1963 the County of Los Angeles initiated Condemnation Proceedings to Acquire Six Reservoir Sites, Four Reservoir Access Road Easements, Twenty-Eight Water Pipeline Easements and Six Booster Pumping Station Sites for County Waterworks District No. 29--S.D. $4 \& 5 . \quad$ Such Condemnation proceedings were undertaken after the Voters of Los Angeles County in County Waterworks District No. 29 at an election held in June, 1960 authorized a general district bond obligation of $\$ 4,660,000$ to construct various water pipelines, reservoirs and booster pumping stations to serve the inhabitants of the District. Such improvements to Waterworks District No. 29 were to be made pursuant to County Improvement No. 2215.
74. Among the Water Pipeline Easements condemned as part of this Improvement of Waterworks District No. 29 was: Zuniga Road from Old Topanga Canyon Road to a point approximately 3710 feet northwesterly of old Topanga Canyon Road ("Zuniga Road Condemnation"). Under applicable California law at that time, condemnation proceedings could not be limited to a right of way for water pipeline easements but must also include a general condemnation for easements for the purpose of ingress, egress, roadway, drainage, utility and television lines, lines, cables, poles, pipes and conduits for water, sewer, gas, telephone, power and any other public or private utility, and for construction, Revision of July 29, 1994.
repair and maintenance thereof, and purposes incidental to all of such purposes. And, in fact, the County was required to institute Condemnation Proceedings to perfect its own Pipeline Easement acquired on June 16, 1963 (Document D 3623047) granted by Stanley and Charlotte Gehring.
75. The Zuniga Road Condemnation described above created easements ("Zuniga Road Easements") which are appurtenant to and for the benefit of the following described real property in the unincorporated area of Los Angeles County and the owners, grantees, successors and assigns thereof:

The northeast quarter of Section 3, Township 1 South, Range 1 West, San Bernardino Meridian, According to the Official Plat of Survey of said land on file at the District Land Office; and such lands as may adjoin said northwest quarter of Section 3 on the North, west or south thereof, but not to exceed 160 acres adjoining each of said three borders.

The property of Defendant Mountain Park Estates is benefitted by this Zuniga Road Easement. Zuniga Road is a perpetual Easement and since its creation by Patent Deed been appurtenant to the Northeast Quarter of Section 3, Township 1 South, Range 17 West, San Bernardino Meridian. The formation of Waterworks District No. 29 and the issuance of "Special Assessment" Bonds by the County of Los Angeles, including particularly Bond No. 3116 (benefitting Lot 20 of the Mountain Park Estates property) and Bond No. 3124 (benefitting Government Lot 2-the Radzinski property) expanded the Revision of July 29, 1994.

Zuniga Road Easement to serve adjacent properties, including approximately 200 acres of property of Mountain Park Estates.
76. The Zuniga Road Easements are easements of strict necessity and are reciprocal, thus since they benefit the Mountain Park Estates property, Plaintiffs Eigenbrodt and Radzinski are entitled to reciprocal easements over Mountain Park Estates property, including without limitation thereby, easements for ingress and egress and for drainage and for utilities including, without limitation thereby, water service, sewer, gas, telephone and power.
v. The Easements Arising from the Owner's Statement and Dedication Filed by Defendant Mountain Park Estates.
77. In the Owner's Statement for Tract No. 35647, Defendant Mountain Park Estates stated:

We hereby offer to the public use the private and future streets shown on said map, reserving to ourselves all ordinary uses of said land except the erection or construction of any structure not ordinarily placed in public streets, until such time as said street is accepted and opened for public use.

Owner's Statement for Tract No. 35647 dated March 16, 1989 and recorded in Book 1136, page 1 in the public records of the official Records of Los Angeles County.
78. The dedication to the public of the private street shown on the Tract Map No. 35647 provides access to the Eigenbrodt property and satisfies the requirement of the Baily-Martin easement Revisioo of Juy 29, 1994.
and the Eigenbrodt implied easement of necessity. Although the County of Los Angeles has not accepted the dedication offered by Mountain Park Estates, the County of Los Angeles currently suggests that the following statement be made on the Owner's Statement of final Tract or Parcel Maps:

Also, grant to all persons holding title to lands within the County of Los Angeles and to the Heirs, Successors, and Assigns of said persons, as their interests may now or hereafter appear of record, a non-exclusive easement for ingress and egress, road and utility purposes in the real property herein offered as "Private and Future Street" to said County; subject, however, to the following:

1. The above grant will not be complete as to each individual grantee unless and until an acceptance by said grantee is recorded.
2. Upon the recordation of a RESOLUTION OF ACCEPTANCE by the County of Los Angeles of the above offer to dedicate the grant of nonexclusive easement herein contained shall terminate and be of no further force or effect.
3. Pursuant to the current policy of Los Angeles County, Plaintiffs Eigenbrodt and Radzinski hereby accept the offer to dedicate "private and future street" shown on the land records of Los Angeles County for Tract No. 35647 as a means of ingress and Revision of July 29, 1994.
egress to their properties as described in this Verified complaint. D. The Water Rights of Plaintiffs Eigenbrodt and Radzinski. 80. Beginning in 1969, the property currently owned by Plaintiff Radzinski has been assessed for a Water System which will benefit Plaintiff Radzinski's property along with the adjacent properties in the Zuniga Road area of the Topanga Canyon area of the County of Los Angeles. The issuance on May 22, 1969 of "Special Assessment" Bonds (including Bond No. 3116 benefitting Mountain Park Estates and bond No. 3124 benefitting the Radzinski Property) created an equitable servitude affecting these and other properties. Further, large portions of the Waterworks District No. 29 System were never completed as planned. Water Service to the Eigenbrodt and Radzinski properties and the Mountain Park Estates property was to be gravity fed by a minimum 100,000 gallon reservoir located along the Calabasas Peak Motorway within the Las Virgenes Municipal Water District on an Easement granted in 1946 by Fisher Baily to the County of Los Angeles. This easement is within the Calabasas Peak State Park and the Proposed Reservoir is within the Las Virgenes Municipal Water District. Plaintiff Radzinski and his predecessors in interest have dutifully paid their assessments including principal and interest on Bond No. 3124 issued pursuant to County Improvement No. 2215 for the benefit of Assessor Parcel No. 4455-008-002 but the County of Los Angeles has failed and refused to provide Plaintiff Radzinski with water as required by the terms and conditions of the Bond offering.
4. The property of Plaintiff Eigenbrodt is located within the Las Virgenes Municipal Water District ("Las Virgenes Revision of July $29,1994$.

District"). The Planned Water System as prepared by Boyle Engineering as of February 27, 1963 shows water service to and a water tank upon a parcel adjacent to the Eigenbrodt property, to wit, property in the Calabasas Peak State Park. This location of the water tank is a natural location in that the state Park property is at such a high elevation that water from a tank located on the State Park property may serve surrounding properties, including the Eigenbrodt and Radzinski properties, by gravity feed of water. The Mountain Park Estates property is generally at a lower level of elevation than the State Park or Eigenbrodt and Radzinski pronerties.
82. Upon information and belief, Defendant Mountain Park Estates in connection with the execution of a Subdivision Water Improvement Agreement for Tract No./Parcel Map No. 35647 dated May 24, 1989, falsely advised the Las Virgenes District that the Eigenbrodt and Radzinski properties would not be developed because such development would be economically unsound, costly and impractical, that a water tank should be placed upon the Mountain Park Estates property to serve only Mountain Park Estates residents, and further that the size of this water tank should be adequate to serve only the Mountain Park Estates residents. Mountain Park Estates opposed the construction of a larger tank even though the Las Virgenes Municipal Water District was willing to pay for the construction of the larger tank with public funds in accordance with the provisions of Government Code §66485 to § 66489. Had a larger tank been placed upon the State Park property, that tank could have served residents of both the Eigenbrodt and Revinion of July $29,1994$.

Radzinski properties as well as residents of the Mountain Park Estates property. As a result of the statements by Mountain Park Estates to the Las Virgenes District, the water tank was placed upon Mountain Park Estates property at a smaller capacity and at a lower level, rather than upon the State Park property.
83. The Property of Defendant Mountain Park Estates lies within both the Las Virgenes Municipal Water District and Waterworks District No. 29. Consequently, Mountain Park Estates must meet as appropriate the standards for water service required by both Water Districts. The Standards required by Waterworks District No. 29 were first issued to Mountain Park Estates in 1983. By letter of March 22, 1989, the County of Los Angeles advised engineers for Mountain Park Estates that the County's requirements for Lot 20 would require the construction of $a$ water system including booster pump stations, water mains, and a minimum 200,000 gallon water storage tank. Mountain Park Estates was allowed to execute a Tripartite Agreement for water service among Waterworks District No. 29, the Las Virgenes Municipal Water District and Mountain Park Estates. The issuance of bonds by Waterworks District No. 29 for Mountain Park Estates Property (Bond No. 3116) and the Radzinski Property (Bond No. 3124) constituted an equitable servitude affecting both properties.
84. The above described statements by Mountain Park Estates and the failure of Mountain Park Estates to inform the Las Virgenes Municipal Water District of the Requirements set forth by Waterworks District No. 29 in its letter of March 22, 1989 to Loma Engineering, a representative of Mountain Park Estates,
constituted both a fraud and deceit and an interference with a favorable business relationship between the Las Virgenes District and Plaintiff Eigenbrodt and Radzinski. As a result of the statements by Defendant Mountain Park Estates to the Las Virgenes District, Plaintiffs Eigenbrodt and Radzinski have sustained damage in that they have lost the benefit of the water tank which was proposed to be built upon the state Park property by the Las Virgenes District and the water service resulting therefrom and from the supplemental improvements proposed by Las Virgenes Municipal Water District in accordance with Government Code $\$$ 66485, et seq. The water system proposed by Waterworks District No. 29 for Lot 20 of the Mountain Park Estates would have provided both the Eigenbrodt and Radzinski properties with water sufficient for sanitary, domestic and fire protection purposes.
85. Mr. Radzinski has made repeated attempts to contact Mountain Park Estates prior to the development of its koad system and water system now installed by Mountain Park Estates in a good faith attempt to secure his lawful rights.

## FIRST CAUSE OF ACTION

(For Declaratory Relief Regarding the Rights of Robert
Eigenbrodt to Easements Against Defendant Mountain Park
Estates and others including the Homeowner Defendants and DOE Defendants.)
86. Plaintiffs Eigenbrodt and Radzinski hereby reallege and incorporate the allegations set forth in Paragraphs 1 to 85 above, inclusive, as though fully set forth herein.
87. An actual controversy exists between the plaintiff

Eigenbrodt, on the one hand, and Defendants Mountain Park Estates, the Homeowner Defendants and the DOE Defendants on the other hand, regarding the respective rights and duties of the parties regarding ingress and egress to Parcel No. 1. These rights and duties arise from the Baily-Martin express easement of November 20, 1925 and the implied easement by way of necessity benefitting the Eigenbrodt property. Plaintiff Eigenbrodt contends that Defendant Mountain Park Estates and the Homeowner and DOE Defendants are required to give Eigenbrodt rights of ingress and egress over Parcel No. 2 (the Mountain Park Estates property) to reach his own property on Parcel No. 1 (the Eigenbrodt property). The Defendant Mountain Park Estates and the Homeowner Defendants have at all times denied Plaintiff Eigenbrodt the right of ingress and egress and dispute Eigenbrodt's claims and contentions. Defendant Mountain Park Estates and the Homeowner Defendants contend that they owe no duty to Plaintiff Eigenbrodt to provide him rights of ingress and egress to Parcel No. 1 (the Eigenbrodt property) over Parcel No. 2 (the Mountain Park Estates property).
88. Plaintiff Eigenbrodt desires a judicial determination of the rights and duties of the parties regarding the claims of the parties to rights of ingress and egress to Parcel No. 1 (the Eigenbrodt property) over Parcel No. 2 (the Mountain Park Estates property and parcels owned by the Homeowner Defendants) and as to whether Plaintiff Eigenbrodt's or Defendants Mountain Park Estates' and/or the Homeowner Defendants' interpretation of the easement rights is correct.
89. A declaration is necessary and appropriate at this time Revisioo of July 29, 1994.

In order that Plaintiff Eigenbrodt may ascertain his rights and duties without incurring further restraints and restrictions on his use of his property (Parcel No. 1), some of which restraints and restrictions may be irreparable. A similar declaration is necessary and appropriate at this time to establish plaintiff Radzinski's right to use the express easement as a member of the public who visits Calabasas Peak State Park. Because Calabasas Peak State Park is owned by the State of California and is affected by the Baily-Martin Easement, the rights of the State of California under the Baily-Martin Easement must also be adjudicated.
90. The California Legislature has determined that it is the policy of this State that public access to parks and the California Coast be increased. Public Resources Code $\$ 5096.142$ and $\$$ 5096.143. In particular, Public Resources Code provides in pertinent part:
[I]t is in the public interest to facilitate the connection of existing parks and open-space resources and to provide for further improvement of underutilized public easements and other existing public open spaces. The Baily-Martin Easement is a public easement benefiting the State Property as well as the Eigenbrodt property. SECOND CAUSE OF ACTION
(For Declaratory Relief Regarding the Rights of Robert Eigenbrodt and John Radzinski to Easements Against Defendant Mountain Park Estates and the Homeowner Defendants.)
91. Plaintiffs Eigenbrodt and Radzinski hereby reallege and incorporate the allegations set forth in Paragraphs 1 to 90 above, Revision of July 29, 1994.
inclusive, as though fully set forth herein.
92. An actual controversy exists between the plaintiffs Eigenbrodt and Radzinski, on the one hand, and Defendant Mountain Park Estates and the Homeowner and DOE Defendants on the other hand, regarding the respective rights and duties of the parties regarding ingress and egress to the properties of Eigenbrodt and Radzinski. These rights and duties arise from the Official Plat of the Land dated August 31, 1896, the Zuniga Road Easement and the Tract No. 35647 Owner's Statement. Plaintiffs Eigenbrodt and Radzinski contend that Defendant Mountain Park Estates and the Homeowner Defendants are required to give Eigenbrodt and Radzinski rights of ingress and egress over Parcel No. 2 (the Mountain Park Estates property and the Homeowner parcels) to reach their own properties. The Defendant Mountain Park Estates and the Homeowner Defendants have at times within the last five years prior to the commencement of this civil action denied Plaintiffs Eigenbrodt and Radzinski the rights of ingress and egress and dispute Eigenbrodt's and Radzinski's claims and contentions. Defendant Mountain Park Estates and the Homeowner Defendants contend that they owe no duty to Plaintiffs Eigenbrodt and Radzinski to provide them rights of ingress and egress to Plaintiff Eigenbrodt's and Radzinski's property over Parcel No. 2 (the Mountain Park Estates property).
93. Plaintiffs Eigenbrodt and Radzinski desire a judicial determination of the rights and duties of the parties regarding the claims of the parties to rights of ingress and egress to Plaintiffs' properties over Parcel No. 2 (the Mountain Park Estates property and the Homeowner Defendants parcels) and as to whether

Plaintiffs' or Defendant Mountain Park Estates' and the Homeowner Defendants' interpretation of the easement rights is correct.
94. A declaration is necessary and appropriate at this time in order that Plaintiffs Eigenbrodt and Radzinski may ascertain their rights and duties without incurring further restraints and restrictions on their use of properties, some of which restraints and restrictions may be irreparable. The Defendant Mountain Park Estates has increased and exacerbated the damage to Plaintiffs' easement or easements by selling parcels of real estate carved out of Parcel No. 2 by Defendant Mountain Park Estates to members of the public (the Homeowner Defendants) without disclosing to the Homeowner Defendants that their lands were subject to the BailyMartin and other easements running in favor of the Plaintiffs. THIRD CAUSE OF ACTION
(Action to quiet Title To a Recorded Right of Way and
Related Easements Against Defendant Mountain Park Estates and the Homeowner and DOE Defendants.)
95. Plaintiffs Eigenbrodt and Radzinski hereby reallege and incorporate the allegations set forth in Paragraphs 1 to 94 above, inclusive, as though fully set forth herein.
96. The defendants herein named as "all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the First Amended complaint adverse to Plaintiffs' title or any cloud on Plaintiffs' title thereto (hereinafter sometimes referred to as "the unknown defendants") are unknown to Plaintiffs. These unknown defendants, and each of them claim some right title, estate, lien, or interest Revision of July 29, 1994.
interest adverse to Plaintiffs; and to Plaintiffs' easements in that the Homeowner Defendants deny the existence and validity of Plaintiffs' easements or any of them. Moreover, the most logical place for the location of Plaintiffs' easements, the private and future streets contained in the Mountain Park Estates property are owned by one or more Homeowner Defendants, with reciprocal easements of use and access being vested in the other Homeowner Defendants.
104. Plaintiffs are seeking to quiet title against the claims of Defendants including the claims of Mountain Park Estates as the original owner of Parcel No. 2, the claims of the Homeowners Defendants as purchasers of lots contained within Parcel No. 2 which lots continue to be subject to Plaintiffs' easements and the claims of the unknown Defendants and DOE Defendants which are also derivative of the claims of Mountain Park Estates and are subject to the easements in issue. Since Parcel No. 2 was originally subject in its entirety to the Baily-Martin Easement and related easements, all parcels carved out of Parcel No. 2 remain subject to the easement or easements. The claims of Defendants Mountain Park Estates, the Homeowner Defendants and unknown Defendants and the DOE Defendants which reject the Baily-Martin Easement and related easements are made without any right whatever and said Defendants and each of them take their property or properties subject to the Baily-Martin Easement and related easements. Any claims by the Defendants or any of them that they have extinguished the easements or any of them are wholly without merit.
105. Plaintiffs seek to quiet title to their easements as of Revision of July $29,1994$.

March 2, 1992, the date of filing of the original complaint in this civil action.

FOURTH CAUSE OF ACTION.
(Injunction Against Mountain Park Estates, Continental
Lawyers Title Company, Homeowner Defendants, Does 1-200 and Unknown Defendants)
106. Plaintiffs reallege and incorporate by this reference the matters hereinabove alleged at Paragraphs 1-105 as though fully set forth herein.
107. Unless Defendants, and each of them, are enjoined from asserting their adverse claims against Plaintiffs' easement rights, said Defendants will continue to assert their adverse claims; irreparable harm, damage, and injury will follow and be done to Plaintiffs unless the acts and conduct of said Defendants, and each of them, in asserting their adverse claims are enjoined, because the adverse claims of said defendants tend to depreciate greatly the value the value of Plaintiffs' property.
108. Plaintiffs have no adequate remedy at law, or otherwise, for the harm and damage threatened to be done by the adverse claims of said Defendants, for the reason that Plaintiff cannot adequately be compensated for their injuries in an action at law, because the amount of damages plaintiffs will sustain as a result of the wrongful acts of said Defendants is not susceptible of accurate computation. Plaintiffs expressly seek that this Court order the Defendants and each of them honor the Plaintiffs' easements and specifically order that the guard gate and all barriers to Plaintiffs' access to their properties over Parcel No. 2 be Revision of July 29, 1994.
destroyed and eradicated forthwith.
FIFTH CAUSE OF ACTION.
(Fraud and Deceit: Plaintiffs Eigenbrodt and Radzinski Against Defendant Mountain Park Estates and Continental Lawyers Title Company)
109. Plaintiff Eigenbrodt hereby realleges and incorporates the allegations set forth in Paragraphs 1 to 108 above, inclusive, as though fully set forth herein.
110. By making representations to the Las Virgenes District to the effect that the Eigenbrodt property would not be developed, Defendant Mountain Park Estates knowingly and falsely misrepresented to the Las Virgenes District the condition and likelihood of development of the Eigenbrodt property. As a result of such false statements, Las Virgenes relied upon the statements and allowed the smaller size of the water tank located upon the Mountain Park Estates property rather than the larger size tank located on the State Park property. In making the knowing false statements, Defendant Mountain Park Estates intended that Las Virgenes rely upon the statements. Plaintiff Eigenbrodt first learned of these statements by Mountain Park Estates to the Las Virgenes District in June of 1990 and first learned of the role of Continental in June of 1993.
111. Moreover, Defendant Mountain Park Estates and Defendant Continental Lawyers Title Company knew at all times relevant of the existence of the Baily-Martin easements and Plaintiffs' rights thereunder. Notwithstanding such knowledge, Defendant Mountain Park Estates filed public reports with the County of Los Angeles Revision of July 29, 1994.
and Department of Real Estate which failed to show such easement or easements. Defendant Continental Lawyers Title Company issued Preliminary Title Reports and Policies of Title Insurance to the Homeowner Defendants which failed to disclose the Baily-Martin easement or other easements. In this regard, Defendant Continental Lawyers Title Company conspired with Defendant Mountain Park Estates to conceal the existence of Plaintiffs' easements from buyers of property from Defendant Mountain Park Estates and from members of the public. Both Mountain Park Estates and Continental concealed the existence of the Baily-Martin Easement from the Buyers and Homeowner Defendants. The Buyers did not know and relied upon the nondisclosure of the easement and the express representations by Mountain Park Estates and Continental that the Mountain Park Estates property could be gated, i.e., closed off to Plaintiffs and others. Moreover, by failing to disclose the Plaintiffs' easement or easements in its Preliminary Title Reports, Policies of Title and Insurance and Public Reports and Guarantees, Continental Lawyers Title Insurance Company aided and abetted, counselled, induced and procured the nondisclosure of the Plaintiffs' easements to the buyers of Defendants Mountain Park Estates' parcels.
112. As a result of the knowing false statements by Mountain Park Estates to the Las Virgenes District, Plaintiff Eigenbrodt was damaged in that a smaller water tank for the Las Virgenes District was placed upon the Mountain Park Estates property rather a larger tank being placed upon the state park property as originally contemplated by the Las Virgenes District plans.
113. As a result of the knowing nondisclosure and intentional concealment of Plaintiffs' easement or easements by Defendant Mountain Park Estates and by Defendant Continental Lawyers Title Insurance Company, Plaintiffs have been damaged in that Defendant Mountain Park Estates has sold many parcels of land affected by Plaintiffs' easements to members of the public without disclosing such easement and has compelled Plaintiffs to sue all such buyers (the Homeowner Defendants) to quiet title to Plaintiffs' easements.
114. Plaintiffs Eigenbrodt and Radzinski have sustained damages in excess of the jurisdictional limits of this court and in an amount to be proved at trial.
115. In committing the acts described in Paragraphs 110 through 114, Defendant Mountain Park Estates and Defendant Continental Lawyers Title Insurance Company acted with malice, fraud and oppression, constituting despicable conduct toward Plaintiffs Eigenbrodt and Radzinski, thereby entitling Plaintiffs to exemplary damages in an amount appropriate to punish and/or make an example of the Defendant Mountain Park Estates and Defendant Continental Lawyers Title Insurance Company.

SIXTH CAUSE OF ACTION.
(Tortious Interference with Advantageous Business Relationship: Plaintiff Eigenbrodt Against Defendant Mountain Park Estates Only)
116. Plaintiff Eigenbrodt hereby realleges and incorporates the allegations set forth in Paragraphs 1 to 115 above, inclusive, as though fully set forth herein.
117. By making representations to the Las Virgenes District to Revision of July $29,1994$.
the effect that the Eigenbrodt property would not be developed, Defendant Mountain Park Estates knowingly interfered with as advantageous business relationship existing between Eigenbrodt and the Las Virgenes District, namely the right of Eigenbrodt to have a larger water tank placed upon the State Park Property adjacent to the Eigenbrodt property and the water service resulting therefrom. As a result of such false statements by Mountain Park Estates, Las Virgenes relied upon the statements and allowed the smaller water tank to be placed upon the Mountain Park Estates property, rather than on the State Park Property in a size adequate to serve the Eigenbrodt property as well as the Mountain Park Estates property. In making the knowing false statements, Defendant Mountain Park Estates intended that Las Virgenes rely upon the statements and place the water tank upon Mountain Park Estates property. Plaintiff Eigenbrodt first learned of these statements by Mountain Park Estates to the Las Virgenes District in June of 1990.
118. As a result of the knowing false statements by Mountain Park Estates to the Las Virgenes District, Plaintiff Eigenbrodt was damaged in that the water tank for the Las Virgenes District was placed upon the Mountain Park Estates property in a smaller size rather than in a larger size upon the State Park Property adjacent to the Eigenbrodt property as originally contemplated by the Las Virgenes District plans and Eigenbrodt's advantageous business relationship with Las Virgenes District was damaged to the detriment of Plaintiff Eigenbrodt and to the benefit of Defendant Mountain Park Estates.
119. Plaintiff Eigenbrodt has sustained damages in excess of Revision of July 29, 1994.
the jurisdictional limits of this court and in an amount to be proved at trial.
120. In committing the acts described in Paragraphs 116 through 119, Defendant Mountain Park Estates acted with malice, fraud and oppression, constituting despicable conduct toward Eigenbrodt and thereby entitling Eigenbrodt to exemplary damages in an amount appropriate to punish and/or make an example of the Defendant Mountain Park Estates.

SEVENTH CAUSE OF ACTION
(Civil Conspiracy and Fraud and Deceit: Defendants Mountain Park Estates and Continental Lawyers Title Insurance Company Only).
121. Plaintiffs Eigenbrodt and Radzinski hereby realleges and incorporates the allegations set forth in Paragraphs 1 to 120 above, inclusive, as though fully set forth herein.
122. In 1983, Defendant Mountain Park Estates acquired approximately 326 acres of real property known as Parcel No. 2 under the terms of the Baily-Martin Easement. Mountain Park Estates proceeded to develop the real property (Parcel No. 2) into seventy-two (72) Lots. At the time of the development, Defendants Mountain Park Estates and Continental Lawyers Title Insurance Company ("Continental") were aware of the existence of the BailyMartin Easement. Indeed, Preliminary Title Reports issued by Continental to Mountain Park Estates showed the existence of the Baily-Martin Easement.
123. Notwithstanding such knowledge, beginning in 1988 and continuing until present date, Continental agreed to issue

Preliminary Title Reports and Policies of Title Insurance to the Homeowner Defendants and DOES 1 to 200 who were to purchase subdivided lots from Mountain Park Estates. Certain of these Preliminary Title Reports and Policies of Title Insurance failed to reflect the existence of the Baily-Martin Easement and indeed concealed the existence of the Baily-Martin Easement.
124. Certain early filings by Mountain Park Estates with the County of Los Angeles did disclose the existence of the BailyMartin Easement. However, later filings by Mountain Park Estates failed to reflect or to disclose the existence of the Baily-Martin Easement. Such filings include a Public Report filed with the Department of Real Estate which is current through August, 1994. Defendant Mountain Park Estates continues to market real property using this Public Report. All public documents and maps filed by Mountain Park Estates with the County of Los Angeles have failed to disclose the Baily-Martin Easement. Moreover, Preliminary Title Reports and Policies of Title Insurance issued by Continental to the Homeowner Defendants, and Subdivision Guarantees issued by Continental to the County of Los Angeles and to the Department of Real Estate failed to disclose the Baily-Martin Easement. As a result of such nondisclosures by Mountain Park Estates and by Continental of the Baily-Martin Easement, Mountain Park Estates was allowed to sell its lots as lots of a gated community with limited access. Moreover, Defendant Continental was able to sell and continues to sell policies of Title Insurance to the Homeowner Defendants.
125. Beginning in 1983 and continuing until the present date,

Defendant Mountain Park Estates has conspired with Continental and to defraud buyers of real property from Mountain Park Estates and to conceal the existence of the Baily-Martin Easement from buyers of lots from Mountain Park Estates. Such conspiracy has included the filing of false Public Reports with the Department of Real Estate, the failure to disclose the Baily-Martin Easement in public documents and maps filed with the County of Los Angeles and in selling parcels to buyers as late as 1992 without disclosing the existence of the Baily-Martin Easement. Had Mountain Park Estates disclosed the existence of the Baily-Martin Easement to its Buyers, Mountain Park Estates would not have been able to sell the lots to buyers as lots in a gated community in that plaintiffs and their successors would have had access to the streets of Mountain Park Estates by right deriving from the Baily-Martin Easement. It was therefore necessary to conceal the existence of the Baily-Martin Easement from the buyers (now Homeowner Defendants) in order to sell the lots derived from Parcel No. 2. Plaintiffs first learned of the concealment of the Baily-Martin Easement by Mountain Park Estates and Continental in 1992.
126. As a result of the acts alleged herein Plaintiffs have sustained damages in excess of the jurisdictional limits of this court and in an amount to be proved at trial.
127. In committing the acts described in Paragraphs 121 through 125, Defendants Mountain Park Estates and Continental acted with malice, fraud and oppression, constituting despicable conduct toward Plaintiffs and thereby entitling Plaintiffs to exemplary damages in an amount appropriate to punish and/or make an Revision of July 29, 1994.
example of the Defendants Mountain Park Estates and Continental. EIGHTH CAUSE OF ACTION
(Mandamus: Claim of Plaintiff Radzinski Against the County of Los Angeles Only)
128. Plaintiff Radzinski hereby realleges and incorporates the allegations set forth in Paragraphs 1 to 127 above, inclusive, as though fully set forth herein.
129. Plaintiff Radzinski is an individual owning property within the State of California and County of Los Angeles.
130. The Defendant County of Los Angeles is a public entity with the power and duty to provide water service to residents in accordance with statute, regulations and Schedule of Public Improvements.
131. The Real party in interest is Plaintiff John Radzinski who, together with his predecessors in interest, have paid sums of money to the County of Los Angeles pursuant to assessments made by the county for an Improvement in the nature of a Topanga Water System authorized in Waterworks District No. 29 by County Improvement No. 2215, Bond No. 3124, Assessor Parcel Number 4455-008-002.
132. Plaintiff Radzinski has made written demand and claim upon the county for the installation of a water system benefiting Assessor Parcel Number 4455-008-002 but said County has refused and continues to refuse to provide water service to said Parcel, even though said parcel is contained within Waterworks District No. 29 and Plaintiff Radzinski has fully performed his obligations on Bond No. 3124. Compliance by the County with the writ, Plaintiff Radzinski's property, Parcel No. 4455-008-002, will be benefitted by having water service as contemplated by County Improvement No. 2215 within Waterworks District No. 29 and the Bonds issued to fund said improvements.
134. Plaintiff Radzinski and his predecessors in interest have performed all conditions precedent to the filing of this Complaint for Mandamus by paying on Bond No. 3124 and by making written demand upon the county for the provision of water service to Assessor Parcel No. 4455-008-002.
135. At all times herein mentioned the Respondent county has been able to provide water service to Parcel No. 4455-008-002. Notwithstanding such ability and despite Plaintiff Radzinski's demand for the provision of water service to said Parcel No. 4455-008-002, the Respondent county continues to fail and refuse to perform such duty and to provide such water service.
136. Plaintiff Radzinski has no plain, speedy, and adequate remedy in the ordinary course of law, other that the relief sought in this petition in that the county is his only source of water service within Waterworks District No. 29

## Prayer

Wherefore Plaintiffs Eigenbrodt and Radzinski pray for judgment as follows:

FIRST AND SECOND CAUSES OF ACTION.
A. A judicial declaration establishing the rights of Plaintiffs Eigenbrodt and Radzinski regarding their respective Revision of July 29, 1994.
easements in Plaintiffs.

## THIRD CAUSE OF ACTION

B. For a judgment that Plaintiffs are the owners of the easements specified in the First Amended Complaint, quieting title to the easements in Plaintiffs and finding that the Defendants take and hold their properties subject to Plaintiffs' easements and claims of easements.

FOURTH CAUSE OF ACTION.
C. Defendants, and each of them, be permanently enjoined and restrained from asserting any estate, right, title, or interest whatsoever in Plaintiffs' property, the easements in issue, or any part thereof, adverse to Plaintiffs and that the Guard House and barricades of the Mountain Park Estates be removed forthwith.

FIRST, SECOND, THIRD, FIFTH, SIXTH AND SEVENTH
CAUSES OF ACTION.
D. Compensatory damages, including general damages and other special, consequential and incidental damages against Defendants Mountain Park Estates and Continental in sums according to proof.

## FIFTH, SIXTH AND SEVENTH CAUSES OF ACTION

E. Punitive and exemplary damages in an amount appropriate to punish and make an example of the Defendant Mountain Park Estates and Continental.

## EIGHTH CAUSE OF ACTION.

F. This Honorable Court issue a peremptory writ in the first instance commanding the Defendant county to provide water service to Assessor Parcel No. 4455-008-002 which Parcel is owned by Plaintiff Radzinski.

Revision of July 29, 1994.
G. The Court, alternatively, first issue an alternative writ commanding the Respondent County to perform a study regarding the provision of water service to Parcel No. 4455-008-002 or, in the alternative show cause why it should not do so, and thereafter issue a peremptory writ commanding the county to construct the water system and to provide promptly water service to Parcel No. 4455-008-002.

## ALL CAUSES OF ACTION.

H. Costs and reasonable attorneys' fees as may be permitted by case and statutory authorities and/or agreement of the parties.
I. For such other and further relief as this court deems just and proper.

Dated: July 29, 1994.

Respectfully submitted, OVERTON, LYMAN \& PRINCE ERNEST E. JOHNSON, P.C. GREGORY C. GLYNN GORDON J. ZUIDERWEG, ESQ.
By :


Attorneys for Plaintiff, Cross-Defendant and Appellant ROBERT A. EIGENBRODT

## SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ROBERT A. EIGENBRODT, an individual )

Plaintiff and, Appellant
vs.

MOUNTAIN PARK ESTATES, a California ) corporation, COUNTY OF LOS ANGELES, ) a public entity et al.

Defendants and Respondents

CASE NO. BC 049815 (Judge Janavs)

PLAINTIFF ROBERT A. EIGENBRODT'S DESIGNATION OF REPORTERS TRANSCRIPT AND OF CLERR'S TRANSCRIPT ON APPEAL

Appeal from Judgment Dated June 19, 1995
(C.R.C. Rule 4)
(C.R.C. Rule 5)

Gregory C. Glynn, Esq., State Bar No. 39999 OVERTON, LYMAN \& PRINCE
777 So. Figueroa Street, 37th Floor
Los Angeles, California 90017
Telephone: (213) 683-5248
from Judgment Dated June 19, 1995):

## A. Reporters' Transcript

Plaintiff, Cross-Defendant and Appellant designates for this Appeal from the June 19, 1995 Judgment those items of the Reporter's Transcript which were previously designated on June 15, 1995 in connection with the Appeal filed on June 8, 1995 (Court of Appeal Docket No. B 093 671). A true and correct copy of the Designation of Reporter's Transcript and of Clerk's Transcript on Appeal dated June 15, 1995 is attached to this Designation as Exhibit "A" and is incorporated herein by this reference as though fully set forth herein.

All financial arrangements for the Reporter's Transcript were made at the time of filing the June 15, 1995 Designation. A true and correct copy of the Miscellaneous Receipt AUC 081429, dated June 15, 1995, showing payment of the balance due is attached to this Designation as Exhibit "B" as though fully set forth herein. No additional Reporter's Transcripts are needed for this Appeal other than those designated and paid for in connection with the June 15, 1995 Designation.

## B. Clerk's Transcript of Appeal

Plaintiff, Cross-Defendant and Appellant ROBERT A. EIGENBRODT ("Eigenbrodt") respectfully designates the following Documents for inclusion in the Clerk's Transcript on Appeal.

All those Documents previously designated for the clerk's Transcript on Appeal, a true and correct copy of which is attached hereto as Exhibit "A".

In addition to the documents contained in Exhibit "A", Plaintiff, Cross-Defendant and Appellant Eigenbrodt also designates the following additional Documents for inclusion in the clerk's Transcript on Appeal.

Specific Title of Document
229. Judgment on Stipulated Order.
230. Notice of Entry of Judgment on

Stipulated Order.
231. Notice of Appeal of Plaintiff Robert

Robert A. Eigenbrodt.
232. Plaintiff Robert A. Eigenbrodt's F-10/16/95
and of Clerk's Transcript on Appeal.

PLEASE NOTE: This Second Notice of Appeal filed on October 13, 1995 and relating to the Judgment on Stipulated order signed and entered by the Court on June 19, 1995 is taken solely because the June 19, 1995 Judgment was filed after Plaintiff, CrossDefendant and Appellant Eigenbrodt filed his original Notice of Appeal on June 8, 1995 and filed his original Designation of Reporter's Transcript and of Clerk's Transcript on Appeal on June 15, 1995 relating to the June 8, 1995 Appeal.

The separate Notice of Appeal was filed because it was unclear whether the June 8, 1995 Notice of Appeal properly covered the later entered June 19, 1995 Judgment in accordance with the provisions of C.R.C. Rule 2 (c).

Plaintiff, Cross-Defendant and Appellant Eigenbrodt will move in the Court of Appeal to consolidate the October 13, 1995 Appeal
with the June 8, 1995 Appeal. (Court of Appeal Docket No. B 093671) so that there is only one Appeal pending before the court of Appeal. Accordingly, it will then be necessary only to prepare one Reporter's Transcript and one Clerk's Transcript for use in this one consolidated Appeal.

Dated: October 16, 1995

Respectfully submitted, OVERTON, LYMAN \& PRINCE GREGORY C. GLYNN, ESQ.



Gregory C. Glynn, Esq., State Bar No. 39999
Gordon J. Zuiderweg, Esq., State Bar No. 83101
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Cross-Defendant
and Appellant
ROBERT A. EIGENBRODT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CASE NO. BC 049815 (Judge Janavs)

PLAINTIFF EIGENBRODT'S DESIGNATION OF REPORTER'S TRANSCRIPT AND OF CLERK'S TRANSCRIPT ON APPEAL
(C.R.C. Rule 4)
(C.R.C. Rule 5)


THEIR COUNSEL OF RECORD:
please take notice that Plaintiff, Cross-Defendant and Appellant ROBERT A. EIGENBRODT ("Eigenbrodt") hereby designates the following items for inclusion in the Reporter's Transcript and Clerk's Transcript on Appeal in the above-entitled case:

## A. Reporters' Transcript

Set forth below are the Dates of Hearing, Department and Judge, Name of Reporter and the Nature of the Hearing.

All Hearings were held in Department 15 of the Los Angeles Superior Court before Judge Dzintra Janavs.

| Date of Hearing Department | Name of Nature of Hearing |
| :---: | :--- |
|  | Reporter |

1. Aug. 17, 199415 (Janavs, J) ERM Motion for Leave to File Verified First Amended Complaint. Demurrer to First Amended Complaint Motion to Strike Motion to Strike and to Tax Costs Motion to Expunge Lis Pendens

Plaintiff's
Demurrer to First
Amended Cross-
Complaint and to
Verified Answer
Hearing on Motion
for Summary
Judgment and
Summary

please Note: The notation "**" preceding a specified Hearing indicates that the Transcript for this Hearing has already been prepared and the original of the Transcript is being lodged with the Clerk of the Court for inclusion in the Reporter's Transcript of Appeal.

Attached hereto as Exhibit "A" is an Estimate from the Electronic Recording Department for the Hearings held on August 17, 1994, January 25, 1995, February 28, 1995, March 2, 1995 and May 23, 1995. The Estimate totals $\$ 525.00$. A deposit of $\$ 525.00$ is being tendered to the Clerk of the court. An additional deposit of $\$ 325.00$ at the rate set forth in C.R.C. Rule $4(a)$ for a one-hour Hearing held on June 14, 1995 is also being separately tendered.

The Originals of the Transcripts of September 28, 1994, November 23, 1994 and January 17, 1995 are being lodged pursuant to C.R.C. Rule 4(a).

## B. Clerk's Transcript of Appeal

Plaintiff, Cross-Defendant and Appellant ROBERT A. EIGENBRODT
("Eigenbrodt") respectfully designates the following Documents for
inclusion in the clerk's Transcript on Appeal.

1. Verified Complaint for: 1) Declaratory Relief re Easement Rights, 2) Fraud and Deceit, 3) Tortious Interference with Advantageous Business Relationship, and 4) Mandamus
2. Cross-Complaint to Extinguish by Prescription and Adverse use a Recorded Right of Way and Related Easements
3. Answer of Mountain Park Estates to the

F-3/2/92

F-6/16/92

F-6/16/92

F-7/10/92
F-7/16/92
Radzinski to Unverified Cross-Compliant of Mountain Park Estates to Extinguish by Prescription and Adverse use a Recorded Right of Way and Related Easements
6. Notice of Ruling on Demurrer of

F-8/6/92
Defendant County of Los Angeles to Verified Complaint
7. At-Issue Memorandum
8. At-Issue Memorandum; Copy of Check for GCG; Receipt for First Day Jury Fee
9. Notice of Status Conference

R-10/13/92
10. Status Conference Questionnaire

F-12/7/92
11. Notice of Trial Setting and Other

F-4/9/93
Related Dates
12. Plaintiffs' Notice of Motion and Motion F-8/13/93 for Order Compelling Compliance with Third Party Deposition Subpoena; Declaration of Gregory C. Glynn
13. Plaintiffs' Separate Statement of

F-8/13/93

Objections and Responses re Motion for Order Compelling Compliance with Third Party Deposition Subpoena
14. Memorandum of Points and Authorities in Support of Plaintiffs' Motion for Order Compelling Compliance with Third Party Deposition Subpoena
15. Continental Land Title Company's Response to Plaintiff's Ex Parte Application re Hearing on Motion to Compel Compliance with Subpoena
16. Settlement Conference Statement of Defendant and Cross-Complainant Mountain Park Estates
17. Opposition of Continental Lawyers Title F-8/23/93 Company to Plaintiffs' Motion for Order Compelling Compliance with Third Party Subpoena; and Request for Sanctions Versus Plaintiffs and Their Counsel of $\$ 2,380$; Declarations of Carl D. Nielsen and George A. Kaufman in Support of Opposition
18. Plaintiff's Statement Regarding Mandatory F-8/24/93 Settlement Conference
19. Plaintiffs' Reply Memorandum Submitted in $F-8 / 26 / 93$ Further Support of Plaintiffs' Motion for Order Compelling Compliance 'With Third Party Subpoena; Supplemental Declaration of Gregory C. Glynn
20. Notice of Continuance of Trial Date; Notice F-9/1/93 re Order on Trial Subpoena
21. Plaintiffs' Supplemental Reply Memorandum re Motion for Order Compelling Compliance with Third Party Deposition Subpoena; Declaration of Gregory C. Glynn
22. Plaintiffs' Notice re Filing of Bankruptcy F-10/18/93 Petition by Defendant Mountain Park Estates and Request for Judicial Notice

F-9/13/93
23. Notice of Filing Bankruptcy Petition

F-10/20/93
24. Plaintiffs' Supplemental Status Conference $F-12 / 9 / 93$. Memorandum
25. Plaintiff's Second Supplemental Status F-2/10/94 Conference Memorandum
26. Order from Relief From Stay
$\mathrm{F}-2 / 10 / 94$
27. Notice of Entry of Judgment or Order and $F-2 / 11 / 94$
28. Amendment to Complaint (s) (Does 1-93)
29. Notice of Filing of Doe Amendments to Verified Complaint
30. Proof of Service on Plaintiffs' Filing F-3/7/94

F-3/7/94
$\mathrm{F}-3 / 7 / 94$
31. Notice of Removal to United States Bankruptcy Court
32. Master Proof of Service re Separate Proofs F-3/16/94 of Service on Doe Defendants; Kern Attorney Service Statements (Separate Proofs of Service located in Doe Files)
33. Answer to Complaint filed in Bankruptcy Court (Case No. LA 93-43455-LF, Adv. No. 11-AD94-01535) by Billet \& Kaplan for Homeowner Defendants (Lodged with Superior Court-Dept. 15)
34. Counterclaim of Defendant Mountain Park F-3/28/94 Homeowners' Association filed in Bankruptcy Court (Case No. LA 93-43455-LF, Adv. No. 11-AD94-01535) by Billet \& Kaplan (Lodged with Superior Court-Dept. 15)
35. Plaintiffs' Third Supplemental Status Conference Memorandum
36. Reply to Counterclaim by Homeowners' Association filed in Bankruptcy Court (Case No. LA 93-43455-LF, Adv.
No. 11-AD94-01535) by Plaintiffs and Counterclaim Defendants Eigenbrodt and Radzinski (Lodged with Dept. 15)
37. Order on Motion to (1) Abstain From Hearing $F-6 / 8 / 94$ the Within Proceeding and (2) to Remand Said Proceeding to Superior Court
38. Preemptory Challenge to Judge Edward Y. F-6/20/94 Kakita Pursuant to C.C.P. §170.6 and Declaration of Terry S. Kaplan in Support Thereof
39. Preemptory Challenge to Judge Edward Y. F-6/20/94 Kakita Pursuant to C.C.P \$170.6
40. Notice of Ruling
41. Objection of Plaintiffs Eigenbrodt and F-6/23/94. Radzinski to Peremptory Challenge by Billet \& Kaplan to Judge Edward Y. Kakita Under
C.C.P. § 170.6 as Untimely; Declaration of Gregory C. Glynn
42. Memorandum of Points and Authorities in F-6/29/94 Support of Motion for Reconsideration and for Relief from Surprise and Inadvertence re Ruling on Peremptory Challenge to Judge Edward Y. Kakita by Billet \& Kaplan Under C.C.P. \$170.6
43. Notice of Motion for Reconsideration and F-6/29/94 for Relief from Surprise and Inadvertence re Ruling on Peremptory Challenge to Judge Y. Kakita by Billet \& Kaplan Under C.C.P. §170.6; Declaration of Gregory C. Glynn
44. Notice of Status Conference

D-6/30/94
45. Cross-Complaint for Declaratory Relief F-7/8/94
46. Answer of Defendants, Kronemyer and Gasson, F-7/8/94 to Plaintiffs' Verified Complaint
47. Opposition to Motion for Reconsideration F-7/12/94 and for Relief from Surprise and Inadvertence re Ruling on Peremptory Challenge to Judge Edward Y. Kakita by Billet \& Kaplan Pursuant to. C.C.P. \$170.6; Declaration of Diet $X$. Do; Declaration of Terry S. Kaplan; Request for Sanctions of $\$ 1,405.00$ Pursuant to CCP $\$ 128.5$
48. Plaintiffs' Reply Memorandum of Points and F-7/15/94 Authorities in Support of Motion for Reconsideration and for Relief from Surprise and Inadvertence re Ruling on Peremptory Challenge to Judge Edward Y. Kakita by Billet \& Kaplan under C.C.P. §170.6; Declaration of Jayne $T$. Kaplan
49. Notice of Ruling re Motion for

Reconsideration and for Relief From Surprise and Inadvertence re Ruling on Peremptory Challenge to Judge Edward Y. Kakita by Billet \& Kaplan Under C.C.P. § 170.6
50. Notice of Filing of Plaintiffs' Status R-7/26/94 Conference Attorney Questionnaire
51. Minutes of Superior Court D-7/27/94
52. Notice of Ruling on Ex Parts Application F-7/28/94 to Continue Status Conference
53. Verified First Amended Complaint for:

F-8/1/94

1) Declaratory Relief, 2) Quiet Title re Easement Rights, 3) Injunction,
2) Fraud and Deceit, 5) Tortious Interference with Advantageous Business Relationship, 6) Civil Conspiracy, and 7) Mandamus
54. Notice of Motion by Plaintiffs for Leave to File Verified First Amended Complaint; Declaration of Gregory C. Glynn
55. Memorandum of Points and Authorities in $F-8 / 1 / 94$ Support of Motion by Plaintiffs for Leave to File Verified First Amended Complaint
56. Answer of Robert A. Eigenbrodt and John Radzinski to Unverified Cross-Complaint of David E. Kronemyer and Judith C. Gasson for Declaratory Relief
57. Notice of Filing of Supplemental Doe Amendments to Verified Complaint
58. Notice of Joinder of Defendants as Listed in Exhibit 1 and Defendant, and CrossComplainant Mountain Park Homeowners' Association in Defendant Mountain Park Estates' Opposition to Plaintiffs' Motion for Leave to Amend its First Amended Complaint
59. Memorandum of Points and Authorities in F-8/10/94 Opposition to Plaintiffs' Motion for Leave to File a Verified First Amended Complaint
60. Plaintiffs' Reply Memorandum of Points and Authorities in Support of Motion for Leave to File Verified First amended Complaint; Request for Judicial Notice: Ev. §§ 451, 452
61. Reply Declaration of Gregory C. Glynn in Further Support of Plaintiffs' Motion for Leave to File Verified First Amended Complaint
62. Minutes Entered

D-8/17/94
63. Order Granting Motion by Plaintiffs for Leave to File Verified First Amended Complaint
64. Notice of Ruling on Motion by Plaintiffs F-8/22/94

## Specific Title of Document

65. Answer of Defendant County of Los Angeles

F-9/1/94
to First Amended Complaint in Petition for Writ of Mandamus
66. Notice of Hearing on the Demurrer by F-9/6/94 Defendants Mountain Park Estates, Herman H. Rappaport and the Rappaport Co. to the First Amended Complaint; The
Attendant Demurrer to the Complaint;
and the Memorandum of Points and
Authorities in support thereof
67. Demurrer to First Amended Complaint by F-9/6/94

Mountain Park Estates, Herman H. Rappaport and the Rappaport Company
68. Memorandum of Points and Authorities in F-9/7/94 Support of Demurrer of Defendants Mountain Park Homeowners' Association and Homeowner and Other Defendants Listed on Exhibit "A" to Verified First Amended Complaint of Plaintiffs Eigenbrodt and Radzinski
69. Notice of Motion and Motion to Strike
$F-9 / 7 / 94$ Portions of Plaintiff's First Amended Complaint
70. Notice of Hearing on Demurrer of F-9/7/94

Defendants Mountain Park Homeowners' Association and Homeowner and Other Defendants Listed on Exhibit "A" to Verified First Amended Complaint of Plaintiffs Eigenbrodt and Radzinski
71. Demurrer of Defendants Mountain Park

F-9/7/94
Homeowners' Association, Homeowners, and Mercantile National Bank to Verified First Amended Complaint of Plaintiffs Eigenbrodt and Radzinski
72. Request for Judicial Notice

F-9/7/94
73. Notice to Attorneys re: Continuance of
74. Plaintiffs' Memorandum of Points and F-9/21/94 Authorities in Opposition to Motion to Strike Portion of Amended Complaint by Defendants Mountain Park Homeowners' Assoc. , Homeowners and Mercantile National Bank
75. Plaintiffs' Memorandum of Points and

F-9/21/94. Authorities in Opposition to Demurrer to Verified First Amended Complaint by Defendants Mountain Park Estates, Herman
76. Plaintiffs' Memorandum of Points and

F-9/21/94
Authorities in Opposition to Demurrer to
Verified First Amended Complaint by
Defendants Mountain Park Homeowners' Assoc.
Homeowners and Mercantile National Bank;
Request for Judicial Notice
77. Notice of Filing of Notice of Pendency of Action (Lis Pendens)
78. Objections of Plaintiffs to Defendants'

Proposed Order on Demurrer and Motion to Strike Prepared by Defendant Mountain Park Homeowners' Assoc. and certain Homeowners and Demurrer of Mountain Park Estates, et al
79. Notice of Lodging of Pleadings and Orders Filed in Related Bankruptcy Proceeding;
Request for Judicial Notice
80. Notice of Filing of Notice of Limited Release and Partial Withdrawal of Notice of Pending Action
81. Reply of Defendants Mountain Park Homeowners' Association and the Homeowner and Other Defendants Listed on Exhibit "A" to Plaintiffs' Opposition to Demurrer
82. Reply to Opposition of Motion to Strike Portions of Plaintiffs' First Amended Complaint
83. Supplemental Memorandum of Points and Authorities in Support of Plaintiffs' Opposition to Demurrer to Verified First Amended Complaint by Defendants Mountain Park Homeowners' Assoc. Homeowners, et al.
84. Minutes Entered
85. [Proposed] Order on Demurrer and Motion F-9/29/94 to strike of Defendant Mountain Park Homeowners' Association and the Homeowner and Other Defendants Listed on Exhibit "A" and Demurrer of Mountain Park Estates Herman H. Rappaport and the Rappaport Co. and Order of Dismissal as to Plaintiff Radzinski
86. Response of Defendant Mountain Park Homeowners' Association an the Homeowner
$F-9 / 24 / 94$

D-9/28/94
$F-9 / 23 / 94$

F-9/26/94

F-9/26/94

F-9/26/94

F-9/26/94

F-9/27/94
$F-10 / 3 / 94$
and Other Defendants Listed on Exhibit "A" to Objections of Plaintiffs to Proposed Order on Demurrers, Etc
87. Order on Demurrers and Motion to Strike
88. Minutes Entered
89. Notice of Filing of Notice of Second Limited Release and Partial Withdrawal of Notice of Pending Action
90. First Amendment to Verified First Amended F-10/7/94

Complaint For: 1) Declaratory Relief,
2) Quiet Title re Easement Rights, and 3) Injunction
91. Notice of Entry to Order

F-10/7/94
92. Memorandum of Costs (Summary)
93. Verified Answer of Defendants Mountain Park Homeowners' Association and the Homeowner and Other Defendants Listed on Exhibit "A" to Verified First Amended Complaint and First Amendment Thereto
94. Cross-Complaint of the Homeówner and

F-10/21/94
Other Defendants Listed on Exhibit "A" Against Cross-Defendant Robert A. Eigenbrodt for Extinguishment by Adverse Use of Purported Easement and for an Injunction; for Declaratory Relief; and to Establish Abandonment of Easement and Clear Record Title
95. Stipulation to Strike Portions of

D-10/24/94
Plaintiffs' First Amendment to Verified First Amended Complaint
96. Order; [Stipulation to Strike Portions of F-10/26/94 Plaintiffs' First Amendment to Verified First Amended Complaint Filed Concurrently Herewith]
97. Answer of Defendants Kronemyer and Gasson, F-10/31/94 to Plaintiffs' Verified First Amended Complaint
98. Memorandum of Points and Authorities F-11/7/94 Submitted in Support of Demurrer of Plaintiff and Cross-Defendant Robert A. Eigenbrodt to Verified Answer of Defendants Mountain Park Homeowners' Association and the Homeowner and Other

Defendants Listed on Exhibit "A" to Verified First Amended Complaint and First Amendment Thereto
99. Demurrer of Plaintiff and Cross-Defendant F-11/7/94
100. Notice of Hearing on Demurrer of Plaintiff F-11/7/94 and Cross-Defendant Robert A. Eigenbrodt to Verified Answer of Defendants Mountain Park Homeowners' Association and the Homeowner and Other Defendants Listed on Exhibit "A" to Verified First Amended Complaint and First Amendment Thereto; Request for Judicial Notice
101. Answer of State of California to First F-11/10/94 Amended Complaint and First Amendment to First Amended Complaint
102. Notice of Hearing on Demurrer and Demurrer F-11/15/94 of Plaintiff and Cross-Defendant Eigenbrodt to Cross-Complaint of the Homeowner and Other Defendants Listed on Exhibit "A" Against Robert A. Eigenbrodt for Extinguishment by Adverse Use of Purported Easement and for and Injunction etc.; Request for Judicial Notice
103. Memorandum of Points and Authorities in Support of Plaintiff and Cross-Defendant Eigenbrodt's Demurer to Cross-Complaint of the Homeowner and Other Defendants Listed on Exhibit "A" Against Robert A. Eigenbrodt for Extinguishment by Adverse Use of Purported Easement and for and Injunction etc.
104. Minutes of Proceedings

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\mathrm{D}-11 / 23 / 94
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105. Response of Defendants and CrossComplainants to Demurrer of Plaintiff and Cross-Defendant to Cross-Complaint
106. Response of Defendants and Cross-

F-11/23/94
Complainants to Demurrer of Plaintiff and Cross-Defendant Robert A. Eigenbrodt to Verified Answer
107. Notice of Motion and Motion of Defendants F-12/2/94 Mountain Park Homeowners' Association and the Homeowner and Other Defendants Listed
on Exhibit "A" to Expunge Lis Pendens of Plaintiff Robert A. Eigenbrodt; Memorandum of Points and Authorities in Support thereof; Declarations of Douglas Phillips, Stephen A. Harris, Kathleen G. Smith, Helen Mae Almas, James D. Weiss, Terry S. Kaplan, and Terrance R. McKnight in Support thereof
108. Request for Judicial Notice of Defendant F-12/2/94 Mountain Park Homeowners' Association and the Homeowner and Other Defendants Listed on Exhibit "A"'s re Motions to Expunge Lis Pendens
109. Notice of Motion and Motion of Defendants R-12/2/94 Mountain Park Homeowners' Association and the Homeowner and Other Defendants Listed on Exhibit "A" to Expunge Lis Pendens of Plaintiff John Radzinski; Memorandum of Points and Authorities in Support thereof; Declaration of Jordan Trachtenberg
110. First Amended Cross-Complaint of the F-12/2/94 Homeowner and Other Defendants Listed on Exhibit "A" Against Cross-Defendant Robert A. Eigenbrodt for Extinguishment by Adverse Use of Purported Easement and for an Injunction; for Declaratory Relief; and to Establish Abandonment of Easement and Clear Record Title; and to Quiet Title to Real Property
111. Verified First Amended Answer of Defendants F-12/2/94

Mountain Park Homeowners' Association and the
Homeowner and Other Defendants Listed on Exhibit "A" to Verified First Amended Complaint and First Amendment thereto
112. Notice of Ruling on Motion to Strike F-12/2/94 Memorandum of Costs and to Tax Costs
113. Proof of Service of: 1) Notice of Motion $\mathrm{F}-12 / 5 / 94$ and Motion to Expunge Lis Pendens of Robert A. Eigenbrodt; 2) Request for Judicial Notice; 3) Notice of Motion and Motion to Expunge Lis Pendens of John Radzinski; 4) [Proposed] Order to Expunge Lis Pendens of Robert A. Eigenbrodt and 5) [Proposed] Order to Expunge Lis Pendens of John Radzinski
114. Notice of Motion and Motion of Defendants F-12/5/94 Mountain Park Homeowners' Association and the Homeowner and Other Defendants Listed on Exhibit "A" to Expunge Lis Pendens of

Plaintiff John Radzinski; Memorandum of Points and Authorities in Support thereof; Declaration of Jordan Trachtenberg
115. Joinder of Defendants and Cross-Complaints, F-12/5/94

David E. Kronemyer and Judith C. Gasson, in the Motions to Expunge Lis Pendens of Plaintiffs Robert A. Eigenbrodt and John Radzinski
116. Notice to Attorneys re Continuance of F-12/9/94 Hearing
117. Memorandum of Points and Authorities F-12/12/94 Submitted in Support of Demurrer of Plaintiff and Cross-Defendant Robert A. Eigenbrodt to Verified First Amended Answer of Defendants Mountain Park Homeowners' Association and the Homeowner and Other Defendants Listed on Exhibit "A" to Verified First Amended Complaint and First Amendment Thereto
118. Notice of Motion of Plaintiff and Cross- F-12/12/94 Defendants Robert A. Eigenbrodt to Strike Portions of Verified First. Amended Answer of Defendants Mountain Park Homeowners' Association and the Homeowner and Other Defendants Listed on Exhibit "A" to Verified First Amended Complaint and First Amendment Thereto; Memorandum of Points and Authorities in Support Thereof
119. Demurrer of Plaintiff and Cross-Defendant Robert A. Eigenbrodt to Verified First Amended Answer of Defendants Mountain Park Homeowners' Association and the Homeowner and Other Defendants Listed on Exhibit "A" to Verified First Amended Complaint and First Amendment Thereto
120. Notice of Hearing on Demurrer of Plaintiff

F-12/12/94 and Cross-Defendant Robert A. Eigenbrodt to Verified First Amended Answer of Defendants Mountain Park Homeowners' Association and the Homeowner and Other Defendants Listed on Exhibit "A" to Verified First Amended Complaint and First Amendment Thereto; Request for Judicial Notice
121. Notice of Continuance of Hearing Date by Court re Motions to Expunge Lis Pendens Filed by Homeowner Defendants
122. Notice of Continuance of Hearing on Motions to Expunge Lis Pendens of Plaintiffs Robert A. Eigenbrodt and John Radzinski
123. Request for Dismissal: Complaint only as F-12/16/94 to County of Los Angeles Only, without Prejudice
124. Stipulation re Continuance of Hearing Date F-12/19/94 on Motion of Homeowner Defendants to Expunge Lis Pendens [Order Thereon] (Signed by Judge Janavs)
125. Notice of Intention to Lodge Certified F-12/21/94 Copies of Documents from the Official Records of Los Angeles County Attached as Exhibits to Request for Judicial Notice Filed December 5, 1994 in Support of Motions to Expunge Eigenbrodt and Radzinski Lis Pendens at Time of Hearing
126. Notice of Association of Counsel

F-12/21/94
127. Notice of Ruling on Stipulation re F-12/22/94 Continuance of Hearing Date on Motion of Homeowner Defendants to Expunge Lis Pendens [Order thereon]
128. Notice of Ruling by Court of Appeal on F-12/27/94 Petition for Writ of Mandate
129. Answer to Cross-Complaint of Mountain Park Homeowners' Association and Other Defendants
130. Stipulation to Order Sustaining Demurrers
no date by Lawyers Title Insurance Corporation; [Proposed] Order thereon
131. Notice of Hearing on Demurrer and Demurrer $F-1 / 3 / 95$ of Plaintiff and Cross-Defendants Eigenbrodt to First Amended Cross-Complaint of the Homeowner and Other Defendants Listed on Exhibit "A" Against Robert A. Eigenbrodt for Extinguishment by Adverse Use of Purported Easement and for an Injunction Etc.; Request for Judicial Notice
132. Notice of Filing of Notice of Third Limited $\mathrm{F}-1 / 3 / 95$ Release and Partial Withdrawal of Notice of Pending Action
133. Memorandum of Points and Authorities in
$\mathrm{F}-1 / 3 / 94$ Support of Demurrer of Plaintiff and CrossDefendant Eigenbrodt to First Amended Cross-

Complaint of the Homeowner and Other Defendants Listed on Exhibit "A" Against Robert A. Eigenbrodt for Extinguishment by Adverse Use of Purported Easement and for an Injunction etc.
134. Declarations Submitted by Plaintiff and F-1/4/94 Cross-Defendant Eigenbrodt in Opposition to Motion of the Mountain Park Homeowners' Association and the Homeowner and Other Defendants Listed on Exhibit "A" to Expunge Lis Pendens of Plaintiff Robert A. Eigenbrodt, Ralph Kephart, Robert A. Eigenbrodt, Gregory C. Glynn
135. Memorandum of Points and Authorities of $F-1 / 4 / 95$ Plaintiff and Cross-Defendant Eigenbrodt in Opposition to Motion of the Mountain Park Homeowners' Association and the Homeowner and Other Defendants Listed on Exhibit "A" to Expunge Lis Pendens of Plaintiff Robert A. Eigenbrodt
136. Memorandum of Points and Authorities of $\mathrm{F}-1 / 4 / 95$ Plaintiff and Cross-Defendant Radzinski in Opposition to Motion of the Mountain Park Homeowners' Association and the Homeowner and Other Defendants Listed on Exhibit "A" to Expunge Lis Pendens of Plaintiff John Radzinski
137. Opposition of Mountain Park Homeowners' F-1/4/95 Association and Homeowner and Other Defendants Listed on Exhibit "A" to Plaintiff's Demurrer to and Motion to Strike Portions of the Homeowner Defendants' Verified First Amended Answer and Request for Sanctions Against Plaintiff and His Counsel, in the Amount of $\$ 2,597.50$ Pursuant to C.C.P. §128.5; Declaration of Terrance R. McKnight, Esq. in Support thereof
138. Proof of Service for Opposition of Mountain $F-1 / 5 / 95$ Park Homeowners' Association and Other Defendant Listed on Exhibit "A" to Plaintiff's Demurrer to and Motion to Strike Portions of the Homeowner Defendants' Verified First Amended Answer and Request for Sanctions Against Plaintiff and His Counsel, in the Amount of $\$ 2957.50$, Pursuant to C.C.P. § 128.5; Declaration of Terrance R. McKnight, Esq. in Support Thereof
139. Objections of Defendants and Cross-

Complainants Mountain Park Homeowners' Association and Homeowner and Others Listed on Exhibit "A" to Declarations of Eigenbrodt, Kephart, and Glynn re Motion to Expunge Lis Pendens
140. Reply of Defendants and Cross-Complainants Mountain Park Homeowners' Association and Homeowner and Others Listed on Exhibit "A" to Opposition of Plaintiff and CrossDefendants Radzinski to Motion to Expunge Lis Pendens
141. Reply of Defendants and Cross-Complainants
$\mathrm{F}-1 / 12 / 95$
Mountain Park Homeowners' Association and Homeowner and Others Listed on Exhibit "A" to Opposition of Plaintiff and CrossDefendant Eigenbrodt to Motion to Expunge Lis Pendens; Declarations of Ward Wardman, Joel Shapiro and Raymona Lam
142. Original Declaration of Joel Shapiro in $D-1 / 12 / 95$ Support of Motion to Expunge Lis Pendens
143. Supplemental Reply Memorandum of Points F-1/15/95 and Authorities of Plaintiff and CrossDefendant Eigenbrodt in Opposition to Motion of the Mountain Park.Homeowners' Association and the Homeowner and Other Defendants Listed on Exhibit "A" to Expunge Lis Pendens of Plaintiff Robert A. Eigenbrodt
144. Answer of Mountain Park Estates, Herman F-1/17/95
H. Rappaport and the Rappaport Company to the First Amended Complaint Filed by Robert A. Eigenbrodt
145. Reply Memorandum of Points and Authorities $\mathrm{F}-1 / 18 / 95$ Submitted in Support of Demurrer and Motion to Strike of Plaintiff and CrossDefendants Robert A. Eigenbrodt in Regard to Verified Fist Amended Answer of Defendants Mountain Park Homeowners' Association and the Homeowner and Other Defendants Listed on Exhibit "A" to Verified First Amended Complaint and First Amendment thereto
146. Opposition of Homeowner and Other Defendants F-1/18/95 Listed on Exhibit "A" to Demurrer of Plaintiff and Cross-Defendant Eigenbrodt to First Amended Cross-Complaint of the Homeowner and Other Defendants
> 147. Notice of Joinder by Defendant and CrossComplainant Mountain Park Estates and Defendants and Cross-Defendants Mountain Park Estates, Herman H. Rappaport and the Rappaport Company in the Motion for Summary Judgement Filed by Defendants and CrossComplainants Mountain Park Homeowners' Association and the Homeowner and Other Defendants Listed on Exhibit A hereto
> 148. Notice of Motion and Motion of Defendants F-1/20/95 Mountain Park Estates, Mountain Park Estates Homeowners' Association and Homeowner and Other Defendants Listed on Exhibit "A" for Summary Judgment and/or Summary Adjudication Against Plaintiff Eigenbrodt; Memorandum of Points and Authorities in Support thereof; Declarations of Stephen A. Harris, Helen M. Almas, James D. Weiss, Terry S. Kaplan, Terrance R. McKnight, James Simpson, Frank Van Blarcom, Jim Sorenson, Joel Shapiro, Robert E. Wolfsohn, Robert L. Mollenhauer, Kathy Edwards, Ward Wardman and Raymona Lam in Support thereof
149. Separate Statement of Undisputed Facts of Defendants and Cross-Complainants Mountain Park Estates, Herman H. Rappaport, the Rappaport Corporation, Mountain Park Estates Homeowners' Association and the Homeowner and Other Defendants Listed on Exhibit "A" in Support of Motion for Summary Judgment, or in the Alternative for Summary Adjudication
150. Joinder of Defendants and Cross- F-1/20/95

Complainants David E. Kronemyer and Judith C. Gasson, in the Motion of Defendants Mountain Park Estates, Mountain Park Estates Homeowners' Association and Homeowner and Other Defendants Listed on Exhibit "A" for Summary Judgment and/or Summary Adjudication Against Plaintiff Eigenbrodt
151. [Proposed] Order to Expunge Lis Pendens F-1/20/95 of Plaintiff Robert A. Eigenbrodt
152. [Proposed] Order to Expunge Lis Pendens F-1/20/95 of Plaintiff John Radzinski
153. Notice of Lodging Proposed Orders re F-1/20/95 Rulings on Motions to Expunge Lis Pendens
154. Reply Memorandum of Points and Authorities in Support of Demurrer of Plaintiff and Cross-Defendant Eigenbrodt to First Amended Cross-Complaint of the Homeowner and Other Defendants Listed on Exhibit "A" Against Robert A. Eigenbrodt for Extinguishment by Adverse Use of Purported Easement and for an Injunction etc.
155. Minutes entered

D-1/25/95
156. Objections of Plaintiffs to Defendants'

F-1/26/95
[Proposed] Orders to Expunge Lis Pendens
of Plaintiff John Radzinski and Plaintiff
Robert E. Eigenbrodt
157. Letter to Judge Janavs from Kathleen D-1/26/95 Smith re Objections to Defendants' [Proposed] Orders to Expunge Lis Pendens
158. Order to Expunge Lis Pendens of Plaintiff $F-1 / 26 / 95$ John Radzinski
159. Order to Expunge Lis Pendens of Plaintiff $\mathrm{F}-1 / 26 / 95$ Robert A. Eigenbrodt
160. Supplemental and Reply Objections of F-1/27/95 Plaintiffs to Defendants' [Proposed] Orders to Expunge Lis Pendens of Plaintiff John Radzinski and Plaintiff Robert A. Eigenbrodt and to Letter of $1 / 26 / 95$ from Homeowners' Counsel
161. Letter to Judge Janavs from Kathleen $D-1 / 30 / 95$ Smith re Supplemental and Reply Objections
162. Declaration of Robert A. Eigenbrodt F-2/2/95 Submitted in Support of Plaintiff's Motion for Permission to Record Late Notice of Intent to Preserve Interest
163. Memorandum of Points and Authorities F-2/2/95

Submitted in Support of Plaintiff's
Motion for Permission to Record Late Notice of Intent to Preserve Interest
164. Notice of Plaintiff's Motion for F-2/2/95 Permission to Record Late Notice of Intent to Preserve Interest
165. Minutes of Proceedings

D-2/2/95
166. Verification of Joel A. Shapiro, as

F-2/2/95 President of Mountain Park Homeowners' Association to First Amended Cross-

Complaint of the Homeowner and Other Defendants Listed on Exhibit 1 Against Cross-Defendant Robert A. Eigenbrodt for Extinguishment by Adverse Use of Purported Easement and For an Injunction; For Declaratory Relief; and to Establish Abandonment of Easement and Clear Record Title; and to Quiet Title to Real Property

167. Order on Ex Parte Application of

D-2/3/95

Plaintiff Eigenbrodt to Continue Hearing Date on Summary Judgment and/or Summary Adjudication Motions Filed Defendants Mountain Park Estates, and by Homeowner Defendants; Declarations of Gregory c. Glynn and Gordon J. Zuiderweg
168. Notice of Entry of Order to Expunge Lis $\mathrm{F}-2 / 7 / 95$ Pendens of Plaintiff Robert A. Eigenbrodt
169. Notice of Entry of Order to Expunge Lis F-2/7/95 Pendens of Plaintiff John Radzinski
170. Joint Stipulation and Order re Extension D-2/9/95 of Time to File Answer to First Amended Cross-Complaint and Extension of Time to File Lis Pendens Order
171. Declaration of Gordon J. Zuiderweg F-2/10/95 Submitted in opposition to Motion for Summary Adjudication by Defendants Mountain Park Estates and Mountain Park Estates Homeowners Association and by Certain Homeowner Defendants
172. Request for Judicial Notice by Plaintiff F-2/10/95 and Cross-Defendant Robert A. Eigenbrodt in Regard to Motion for Summary Adjudication by Defendants Mountain Park Estates and Mountain Park Homeowners Association and by Certain Homeowner Defendants
173. Memorandum of Points and Authorities in F-2/10/95 Support of Opposition of Plaintiff Eigenbrodt to Motion for Summary Judgment and/or Summary Adjudication Filed by Defendants Mountain Park Estates, Mountain Park Estates Homeowners Association and Certain Homeowner Defendants
174. Plaintiff Robert Eigenbrodt's Separate F-2/10/95 Statement in opposition to Motion for Summary Judgment or in the Alternative for Summary Adjudication Filed by

Defendants Mountain Park Estates et al. and the Homeowner Defendants
175. Declarations Submitted by Plaintiff F-2/10/95 Eigenbrodt in Opposition to Motion for Summary Judgment of Mountain Park Estates, et al., Mountain Park Homeowners'
Association and the Homeowner and Other Defendants; Declarations of Jim Sorenson, Robert Taylor, John Radzinski, Robert A. Eigenbrodt, Ralph Kephart and Gregory C. Glynn
176. Notice of Association of Counsel F-2/14/95
177. Notice of Pendency of Action (Lis Pendens) F-2/14/95
178. Stipulation to Order Sustaining F-2/14/95

Demurrers by Continental Lawyers Title Insurance Company; [Proposed] Order thereon
179. [Proposed] Order

F-2/14/95
180. Reply of Defendants and Cross-Complainants F-2/17/95 Mountain Park Estates, Mountain Park Estates Homeowners' Association, The Homeowner and Other Defendants Listed on Exhibit "A", Herman H. Rappaport, and the Rappaport Company to Opposition of Plaintiff Eigenbrodt to Defendants' and CrossComplainants' Motion for Summary Judgment, or in the Alternative for Summary Adjudication; Declarations of John F. Gensley, Jr., James Dean, Earl Fry, Michael Tryon, Stephen A. Harris, Linda Palmer, Alan R. Block, Kathleen G. Smith, Ward Wardman, Terry S. Kaplan and Joel Friedman
181. Objections of Homeowner Defendants to

F-2/17/95
Declaration of: a) Jim Sorenson; b) Robert Taylor; c) John Radzinski; d) Robert A. Eigenbrodt; e) Ralph Kephart; f) Gregory C. Glynn; and g) Gordon J. Zuiderweg
182. Reply of Defendants and Cross-Complainants F-2/17/95 Mountain Park Estates, Herman H. Rappaport, the Rappaport Corporation, Mountain Park Estates Homeowners' Association and the Homeowner and Other Defendants Listed on Exhibit "A" to Opposition to Separate Statement of Undisputed Facts in Support of Motion for Summary Judgment, or in the Alternative for Summary Adjudication
183. Request for Judicial Notice Pursuant to F-2/17/95

Evidence Code Sections 452 and 453
184. Mountain Park Estates' Memorandum of Points and Authorities in Opposition to Plaintiff Robert A. Eigenbrodt's Motion for Permission to Record a Late Notice of Intent to Preserve Interest; and Request for Judicial Notice
185. Opposition to Plaintiff Robert A. D-2/17/95 Eigenbrodt's Motion for Permission to Record Late Notice of Intent to Preserve Interest; Declaration of Viet $X$. Do in Support thereof
186. Mountain Park Estates' Memorandum of

F-2/17/95

Points and Authorities in Opposition to Plaintiff Robert A. Eigenbrodt's Motion for Permissions to Record a Late Notice of Intent to Preserve Interest; and Request for Judicial Notice
187. Notice of Continuance of Hearings on D-2/21/95 Defendants Motion for Summary Judgment, Etc. and Plaintiff's Motion for Permission to Record Late Notice, Etc.
188. Supplemental Reply Memorandum of Points F-2/21/95 and Authorities in Support of Opposition of Plaintiff Eigenbrodt to Motion for Summary Judgment and/or Summary Adjudications Filed by Defendants Mountain Park Estates, Mountain Park Estates Homeowners Association and Certain Homeowner Defendants
189. Objections of Plaintiff and Cross-Defendant F-2/21/95

Robert A. Eigenbrodt to Declarations Submitted in Support of Defendants' Motion for Summary Judgment
190. Answer of Robert A. Eigenbrodt to Verified F-2/21/95

First Amended Cross-Complaint of the Homeowner and Other Defendants Listed on Exhibit "A"
191. Reply Declarations Submitted by Plaintiff Eigenbrodt in Opposition to Motion for Summary Judgment of Mountain Park Estates, et al., Mountain Park Homeowners'
Association and the Homeowner and Other Defendants; Declarations of Carla Musarra, John Radzinski, and Ralph Kephart
192. Notice of Recording of Withdrawal of
$\mathrm{F}-2 / 21 / 95$

F-2/21/95

Pendency of Action; Notice of Recording of Pendency of Action (Lis Pendens)
193. Reply Memorandum of Points and Authorities

F-2/24/95 of Plaintiff and Cross-Defendant Robert A. Eigenbrodt Submitted in Support of plaintiff's Motion for Permission to Record Late Notice of Intent to Preserve Interest
194. Request for Judicial Notice in Connection F-2/28/95 with Motion for Summary Judgment
195. Stipulation to Judgment of Defendants and Cross-Complainants Mountain Park Estates, Mountain Park Estates Homeowners' Association and the Homeowner and Other Defendants' Listed on Exhibit "A" And "B" and Defendant and Cross-Defendant the State of California Ex Rel. Santa Monica Mountains Conservancy on Cross-Complaints
196. Notice of Ruling by Court on Plaintiff's Demurrers to Amended Cross-Complaint and Amended Answer of Homeowner Defendants
197. Notice of Continuance of Trial Date and F-3/7/95 Date of Final Status Conference
198. Plaintiff's Objections to Defendants' [Proposed] Judgment on Cross-Complaints Pursuant to Stipulation
199. Response of Defendants and CrossComplainants Mountain Park Estates Homeowners' Association and the Exhibit "A" Defendants to Plaintiff's Objections to Defendants' [Proposed] Judgment on Cross-Complaints [as to Defendant and Cross-Defendant State of California Ex. Rel. Santa Monica Mountains Conservancy] Pursuant to Stipulation,
200. Joint Ex Parte Application of Plaintiff and Cross-Defendant Eigenbrodt and Defendants and Cross-Complainants Mountain Park Estates Homeowners' Association and the Exhibit "A" Defendants for a Continuance of the Pretrial Conference and Trial Date; Declaration of Kathleen G. Smith re Notice
201. Minutes of Proceedings re Summary Judgment $D-4 / 11 / 95$
202. [Proposed] Judgment on First Amended

F-4/18/95 Complaint and on Cross-Complaints
$\left.\begin{array}{lll}\text { 203. [Proposed] Order on Motion for Summary } & \text { F-4/18/95 } \\ \text { Judgment } & \\ \text { 204. } \begin{array}{l}\text { Objections of Plaintiff Eigenbrodt to } \\ \text { Defendants' [Proposed] Judgment on First }\end{array} & \text { F-4/24/95 } \\ \text { Amended Complaint and on Cross-Complaints }\end{array}\right]$

Support of Plaintiff's Motion for
Reconsideration
216. Notice of Motion and Motion by Plaintiff Robert A. Eigenbrodt to Strike Memorandum of Costs and to Tax Costs; Declaration of Gregory C. Glynn
217. Plaintiff's Memorandum of Points and F-5/22/95 Authorities in Support of Motion by Plaintiff Robert A. Eigenbrodt to Strike Memorandum of Costs and To Tax Costs
218. Memorandum of Costs (Summary) from F-5/22/95 Francis Cunningham
219. Request for Dismissal (State of California ex rel. Santa Monica Conservancy)
220. [Proposed] Judgment on Stipulated Order F-5/31/95 (Continental Lawyers Title Insurance)
221. Notice of Ruling re Plaintiff's Motion for Reconsideration and Defendants' Request for Sanctions
222. Memorandum of Points and Authorities of Defendants and Cross-Complainants Mountain Park Estates Homeowners' Association and the Homeowner and Other Defendants Listed in Exhibit "A" in Opposition to Plaintiff Eigenbrodt's Motion to Strike Memorandum of Costs and To Tax Costs; Declaration of Kathleen $G$. Smith in Support Thereof.
223. Revised Memorandum of Costs filed by F-6/13/95 Billet \& Kaplan for the Homeowners' Association.
224. Notice of Appeal of Plaintiff Robert F-6/8/95 A. Eigenbrodt
225. Plaintiff's Reply Memorandum of Points in Support of Motion by Plaintiff Robert A. Eigenbrodt to Strike Memorandum of Costs and to Tax Costs.
226. Notice of Filing of Documents Relating F-6/13/95 to Settlement by Conservancy With Homeowner Defendants.
227. Minute Order for June 14, 1995 re F-1/14/95 Motion to Tax Costs. (Dept. 15)

F-5/22/95

R-5/26/95

F-6/5/95

F-6/8/95

F-6/12/95

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JUNE 8, 1995
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OVERTON, LYMAN \& PRINCE GREGORY C. GLYNN
777 SO. FIGUEROA ST., 37TH FLOOR
LOS ANGELES, CA 90017

Dear Mr. Flynn:
RE: Reporter's Transcript on Appeal; Case No. BC 049815 ROBERT EIGENBRODT VS. MOUNTAIN PARK ESTATES

We reported the proceedings in this matter on the following date (s):

$$
8-17-94,1-25-95,2-28-95,3-2-95,5-23-95
$$

The estimated cost to prepare an appeal transcript containing the record specified above is:

| Initial deposit of: | $\underline{0}$ |
| :--- | :--- |
| Balance due: | $\$ 525.00$ |

Receipt of your check will indicate your approval of the transcription of the above proceedings. If your check is not recieved within 15 days, your case will be placed in default.

Page 2

Please be advised that this is an estimate and not a firm figure. If the total bill should be more than the estimated cost, we will bill you for the balance due; if it is less than the estimated cost, we will refund the difference upon completion of the transcript.

Please make the check payable to LOS ANGELES SUPERIOR COURT. Thank you for your cooperation in this matter.

Very truly yours,


## PROOF OF SERVICE

I, the undersigned, declare that $I$ am over the age of 18 years and not a party to the action. I am employed in the County of Los Angeles, state of California, in which county the within-mentioned mailing occurred. My business address is 777 South Figueroa Street, 37th Floor, Los Angeles, California 90017. I am familiar with Overton, Lyman \& Prince's practice of collecting and processing correspondence for mailing. The firm's practice is to deposit correspondence with the united states Postal Service on the same day that it is prepared for mailing in the ordinary course of business.

On June 15, 1995, I served the following document (s):

PLAINTIFF EIGENBRODT'S DESIGNATION OF REPORTER'S TRANSCRIPT AND OF CLERK'S TRANSCRIPT ON APPEAL.
by placing a true and correct copy in a separate envelope for each addressee named hereafter, addressed to each such addressee respectively as follows:

SEE ATTACHED MASTER SERVICE LIST.

I then sealed the envelope with postage thereon fully prepaid and deposited it for collection and mailing via the United States Postal Service today in accordance with the ordinary business practices of Overton, Lyman \& Prince; at the firm's address previously set forth.

Executed on June 15, 1995, at Los Angeles California.
I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.


C:IEIGENBRDIPLEADNGIEIGENRAD.POS

SUPERIOR COURT FOR THE STATE OF CALIFORNIA COUNTY OF LOS ANGELES

Robert $A$. Eigenbrodt and John Radzinski v. Mountain Park Estates, County of Los Angeles, et al.

Case No. BC 049815
(Judge Janavs)
(Dept. 15)
UNITED STATES BANKRUPTCY COURT
Case No. LA 93-43455-LF
Adv. No. 11-AD94-01535
MASTER SERVICE LIST

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ex rel. Santa Monica Mountains Conservancy
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Counsel for Specified Homeowners and Mountain Park Homeowners' Association

SUPERIOR COURT FOR THE STATE OF CALIFORNIA COUNTY OF LOS ANGELES

Robert A. Eigenbrodt and John Radzinski v. Mountain Park Estates, County of Los Angeles, et al.

Case No. BC 049815
(Judge Janavs) (Dept. 15)

UNITED STATES BANKRUPTCY COURT
Case No. LA 93-43455-LF
Adv. No. 11-AD94-01535
MASTER SERVICE LIST
4. Francis J. Cunningham, III

Law Offices of Francis J. Cunningham
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5. Craig A. Welin, Esq.

Frandzel \& Share
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Counsel for Secured Creditor Mercantile National Bank.
6. Robert Garrett, Esq.

Garrett \& Tully One Colorado 35 Hugus Alley, Suite 300 Pasadena, California 91103 Telephone: (818) 577-9500 Telecopier: (818) 577-0813

Counsel for Continental
Lawyers Title Company

DEFCSiTOR COPY

Administratively Unified Courts
Miscellaneous Receipt

AU 331429


APPEARANCE DATE: $\qquad$
$\qquad$ a.m./p.m., DEPT./DIV.: $\qquad$
(Where applicable, bail will be forfeited if appearance is not made at the time specified above.)
EDWARD M. KRITZMAAN, Executive Officer/Clerk
By: $\qquad$ , Deputy

G 113/6-94

## PROOF OF SERVICE

I, the undersigned, declare that I am over the age of 18 years and not a party to the action. I am employed in the County of Los Angeles, State of California, in which county the within-mentioned mailing occurred. My business address is 777 South Figueroa Street, 37th Floor, Los Angeles, California 90017. I am familiar with Overton, Lyman \& Prince's practice of collecting and processing correspondence for mailing. The firm's practice is to deposit correspondence with the United States Postal Service on the same day that it is prepared for mailing in the ordinary course of business.

On October 16, 1995, I served the following document(s):

PLAINTIFF ROBERT A. EIGENBRODT'S DESIGNATION OF REPORTER'S TRANSCRIPT AND OF CLERK'S TRANSCRIPT ON APPEAL (Appeal from Judgment Dated June 19, 1995).
by placing a true and correct copy in a separate envelope for each addressee named hereafter, addressed to each such addressee respectively as follows:

SEE ATTACHED MASTER SERVICE LIST.

I then sealed the envelope with postage thereon fully prepaid and deposited it for collection and mailing via the United States Postal Service today in accordance with the ordinary business practices of Overton, Lyman \& Prince, at the firm's address previously set forth.

Executed on October 16, 1995, at Los Angeles California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


SUPERIOR COURT FOR THE STATE OF CALIFORNIA COUNTY OF LOS ANGELES

Robert A. Eigenbrodt and John Radzinski v. Mountain Park Estates, County of Los Angeles, et al.

Case No. BC 049815
(Judge Janavs)
(Dept. 15)
UNITED STATES BANKRUPTCY COURT
Case No. LA 93-43455-LF
Adv. No. 11-AD94-01535
MASTER SERVICE LIST

1. Fred A. Fenster, Esq.

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Mountain Park Estates
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Telephone: (213) 897-2704
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Co-Counsel For state of California ex rel. Santa Monica Mountains Conservancy
3. Terry S. Kaplan, P.C.

Kathleen G. Smith, Esq.
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Telecopier: (310) 277-7062
Counsel for Specified Homeowners and Mountain Park Homeowners' Association

SUPERIOR COURT FOR THE STATE OF CALIFORNIA COUNTY OF LOS ANGELES

Robert A. Eigenbrodt and John Radzinski v. Mountain Park Estates, County of Los Angeles, et al.

Case No. BC 049815
(Judge Janavs)
(Dept. 15)
UNITED STATES BANKRUPTCY COURT
Case No. LA 93-43455-LF
Adv. No. 11-AD94-01535
MASTER SERVICE LIST
4. Francis J. Cunningham, III

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Counsel for David E. Kronemyer and Judith C. Gasson, Homeowners
5. Robert D. McKinley, Esq.

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Telephone: (818) 577-9500
Telecopier: (818) 577-0813
Counsel for Continental
Lawyers Title Company

SUPERIOR COURT FOR THE STATE OF CALIFORNIA COUNTY OF LOS ANGELES

Robert A. Eigenbrodt and John Radzinski V. Mountain Park Estates, County of Los Angeles, et al.

Case No. BC 049815 (Judge Janavs) (Dept. 15)

UNITED STATES BANKRUPTCY COURT
Case No. LA 93-43455-LF
Adv. No. 11-AD94-01535
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Court of Appeal No. B093671 L.A. Superior Court No. BC049815

## COURT OF APPEAL

STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION FIVE

ROBERT A. EIGENBRODT,
Plaintiff and Appellant,
v.

MOUNTAIN PARK ESTATES, a
California Corporation, et al.,
Defendants and Respondents.

APPEAL FROM THE LOS ANGELES COUNTY SUPERIOR COURT HONORABLE DZINTRA JANAVS, JUDGE PRESIDING
APPELLLANT'S OPENING BRIEF

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Court of Appeal No. B093671 L.A. Superior Court No. BC049815

# COURT OF APPEAL <br> STATE OF CALIFORNIA SECOND APPELLATE DISTRICT <br> DIVISION FIVE 

ROBERT A. EIGENBRODT,
Plaintiff and Appellant, v.

MOUNTAIN PARK ESTATES, a California Corporation, et al.,

Defendants and Respondents.

APPEAL FROM THE LOS ANGELES COUNTY SUPERIOR COURT HONORABLE DZINTRA JANAVS, JUDGE PRESIDING

APPELLANT'S OPENING BRIEF

## INTRODUCTION AND

## SUMMARY OF ISSUES PRESENTED

In 1925, Marie Martin ("Mrs. Martin") owned two parcels of undeveloped land (Parcels 1 and 2) high in the Santa Monica Mountains. Mrs. Martin sold Parcel 1 to Fisher Baily. Because Parcel 1 was landlocked Mrs. Martin granted Baily an easement across Parcel 2 to Dry Canyon Cold Creek Road (part of which later became Mulholland Highway). The easement was recorded in 1925, but unfortunately not in the same book as the deed for Parcel 1.

In 1961, appellant Robert Eigenbrodt purchased Parcel 1 from Baily's second wife. Eigenbrodt was unaware of the easement.

In 1983, respondent Mountain Park Estates, a developer ("Mountain Park"), purchased Mrs. Martin's, Parcel 2 with the interest to build an exclusive "gated community." Mountain Park learned of the easement from its own title insurer, as early as December 1983. Nonetheless, Mountain Park did not disclose the easement on its final subdivision tract map, nor did Mountain Park obtain Eigenbrodt's signature on the map, as required by law.

Eigenbrodt learned of the easement in August 1990. He filed the present action after Mountain Park refused to honor his rights under the easement. Mountain Park eventually sought a summary judgment, arguing that Eigenbrodt had abandoned or lost the easement.

Despite concern that Mountain Park had deliberately failed to disclose its knowledge of the easement and had benefited as a result of its silence, the trial court granted summary judgment to Mountain Park and to a number of homeowners who were also party defendants. The summary judgment order was based on grounds that involved disputed issues of fact, on other grounds which constitute errors of law, and in the face of the court's deep concern that a judgment for respondents would be inequitable.

For example, the court ruled that because Eigenbrodt had constructive knowledge of the easement from the fact of its recordation, Eigenbrodt is presumed to have "abandoned" the easement under common law and statute. This was error. The trial court also erred in ruling, in the face of hotly contested fact issues, that Mountain Park adversely possessed the easement and that Eigenbrodt had alternative access to Mulholland Highway.

The summary judgment must be reversed.

## STATEMENT OF THE CASE

## A. The Property.

In 1925, Mrs. Martin sold Parcel 1 to Baily. The parcel is in the Santa Monica mountains near Old Topanga Canyon Road, south of what is now Mulholland Highway. Because Parcel 1 was landlocked, Mrs. Martin granted Baily an easement for ingress and egress over Parcel 2 (which she then still owned) for
the benefit of Parcel 1, to and from Dry Canyon Cold Creek Road (now, in part, Mulholland Highway). (CT 5:945-946, 5:948.) ${ }^{1}$ In material part, the Baily-Martin easement provides as follows: "NOW THEREFORE in consideration of the promises, and other valuable considerations, the party of the first part [Mrs. Martin] does hereby grant to the party of the second part [Bailey] an easement over Parcel 2, for ingress and egress, to and from the above mentioned County Road to said Parcel 1, and as appurtenant to said Parcel 1, until such time as there may be laid out and dedicated to public use and convenience, an accessible road from said Parcel 2, terminating upon the boundary of Parcel 1 , and/or at such point that access to said road may be attained by a convenient road of practical grade.
"The termination of the easement hereby granted shall be prima facie evidenced by the dedication by deed or map, duly accepted by the County of Los Angeles and filed for record in the office of

[^18]the County Recorder of an available road over Parcel 2, so laid out that it may be used by the owners of said Parcel 1." (CT 5:977.)

Mrs. Martin's deed to Baily was recorded in Book 5485. (CT 11:2086.) The Baily-Martin easement, however, was recorded in Book 4570. (CT 11:2087.) (Since it was not located on a particular strip of land, the Baily-Martin easement was a "floating easement" until it was fixed at the earliest by Mountain Park's first use of the land subject to the easement, or at the latest when Eigenbrodt amended his complaint on October 7, 1994, to state where the easement should be located. (СТ 7:1388, 7:1421-1425, 8:1529-1530.) ${ }^{2}$ )

In 1961, Eigenbrodt purchased 40 acres located on Parcel 1. He was not aware of the recorded easement quoted above. (CT 17:3270, 25:4936, line 2-4937, line 19.) His title insurer failed to disclose the easement. (CT 17:3270, lines 17-25, 17:3271, lines 7-22.) Eigenbrodt did not think his property had access to Mulholland Highway and he believed the price per acre would have been substantially higher if it had access. (CT 25:4935-4936.) Nonetheless, Eigenbrodt thought the larger parcels of land around his lot would someday be developed, that Calabasas Peak Motorway, an undeveloped "fire lane" that provided some access to his property, would ultimately ripen into

2 A floating easement is an easement for right-of-way which, when created, is not limited to any specific area on the servient tenement. It becomes "fixed" by the first usage. (City of Los Angeles v. Howard (1966) 244 Cal.App.2d 538, 541, n.1.)
a roadway, and that in due course a road would therefore connect him to Mulholland Highway. (CT 17:3302-3303.)

In 1967, Boyd Davis, owner of the land to the weet of Eigenbrodt's parcel, purchased an easement on another parcel of land. The easement provided Davis' lot with access to Mulholland Highway. (CT 17:3274-3276, 25:4936.) Davis gave Eigenbrodt the right to use that access. (CT 17:3274-3275.) The Davis easement, however, did not reach to Eigenbrodt's property. (CT 17:3276-3277, 25:4963.) Although a very rough jeep trail was constructed by Davis to his parcel, no road was ever constructed from Mulholland Highway to Eigenbrodt's parcel. (CT 25:4936, lines 15-25.) Steep topography precluded ingress and egress to Eigenbrodt's land by any ordinary automobile (CT 25:4936, lines 25-27.) Davis' easement was lost when his parcel of land was foreclosed upon. (CT 17:3275, 25:4937, lines 1-8.)

In 1983, Mountain Park purchased 326 acres, (Parcel 2), located between Eigenbrodt's property and Mulholland Highway. (CT 5:923-924, 16:3062.) In 1983, Calabasas Peak Motorway, which was still a dirt fire line, traversed a portion of the Mountain Park property to the border of the Eigenbrodt property. (CT 16:3062.) In 1984, Los Angeles County required Mountain Park to reserve Calabasas Peak Motorway as "a future street" for use of the public. (CT 16:3064, lines 22-24, 3065, lines 7-9.)

Prior to the Baily-Martin agreement, the Eigenbrodt property and the Mountain Park property were owned by a common grantor, Mrs. Martin. (CT 5:947, lines 26-948, line 3,

19:3696.) The "Parcel 1" referred to in the Baily-Martin agreement is now the Eigenbrodt property and Calabasas Peak State Park. The "Parcel 2" referred to in the Baily-Martin agreement is now the land owned by Mountain Park. (Please see picture "A," an overview of the land.) ${ }^{3}$

On October 2, 1994, Eigenbrodt acquired an additional 40 acres of land owned by John Radzinski. The Radzinski property has no access to Mulholland Highway and is thus also landlocked. (CT 5:923, lines 7-15.) The Radzinski property is geographically close to Zuniga Road, which in turn connects to Old Topanga Canyon Road. (Please see picture $A$, which describes the land at issue.) The Radzinski property does not have access to Zuniga Road, however, because of a precipitous drop on the property which bars such access. (CT 25:4935, lines 10-12.) (Please see picture "B," a smaller copy of which is found at CT 25:49764977.)

3 Several pictures are included in this Statement of Facts to provide, literally, an overview of the land involved in this lawsuit. Xerox copies of all of the pictures are in the Clerk's Transcript. Picture A, minus the lines delineating the parcels and the names of the parcels and the roads is found at CT 7:14261427.
[Place the diagrams, pictures or both here]
B. Mountain Park's Knowledge of The Baily-Martin Easement.

On December 15, 1983, Mountain Park obtained a preliminary title report concerning its purchase of the 326 acres. (CT 25:4943-4944, 25:4949-4950, 25:5003-5007.) The title report showed as exception number 2, the following:
"The effect of an agreement 'for right of way,' executed by and between Marie Martin and Fisher C. Bailey [sic], recorded December 29, 1925 in Book 4570 Page 24, Official Records, wherein said parties agree to convey easements over this and other property for ingress and egress to and from the county road known as Dry Canyon Cold Creek Road." (CT 25:5005.)

Also on December 15, 1983, Mountain Park filed a preliminary subdivision report with various Los Angeles County officials, including the Department of Real Estate and the Los Angeles County Engineer. (CT 25:5008-5010.) The report disclosed the Baily-Martin agreement. (CT 25:5090, | 3.)

Mountain Park intended to develop a "planned unit development" pursuant to the Subdivision Map Act (Government Code §§ 66410, et seq.). (CT 24:4744-4770.) Mountain Park was required by Government Code $\S 66436$ to obtain the signatures of all "interest holders" unless the names of any "interest holders" and the nature of their interests were disclosed on the tract maps. (CT 25:4944, lines 10-18.) Preliminary subdivision reports issued to Mountain Park by California Land Title Company on November 1, 1982 and December 15, 1983 stated "the parties
whose signatures will be necessary, under the provisions of the Subdivision Map Act [Government Code § 66436], on the final subdivision map of said land are as set forth below." (CT 25:5008 (December 15, 1983), 25:5011 (November 1, 1982.) Without identifying Eigenbrodt by name, both subdivision reports disclose that one of the required signatures Mountain Park would obtain was from the owner of the Baily-Martin easement. (CT 25:5009, 25:5012.)

However, Mountain Park never obtained Eigenbrodt's signature on its final subdivision tract or parcel maps. (CT 24:4744-4770, 25:4944-4945.) None of the tract or parcel maps makes any reference to the Baily-Martin easement. (CT 24:4744-4770, 25:4939-4940, 25:4944-4945, 25:5000.)

Mountain Park obtained a preliminary title report from Continental Land Title Company on April 9, 1987. That report shows the Baily-Martin agreement as an exception to proposed coverage, and contains the following language:
"The [Baily-Martin] easement shown above cannot be eliminated or located as requested. The company is satisfied that the easement is not being exercised over said land[.]" (CT 25:4946, lines 6-10, 25:5034.)

Mountain Park's principal shareholder and officer, Stephen A. Harris, testified in deposition that the Baily-Martin easement was in his preliminary title report, which he saw when Mountain Park took title in 1983. (CT 25:5017, lines 2-23.) He
made no effort to ascertain in whose favor the easement ran, nor did he discuss the easement with the other Mountain Park principal shareholder, Herman Rappaport. (CT 25:5016, line 8 5018, line 10, 25:5020, line 21 - 5021, line 22.)

Rappaport, in turn, admitted that Continental told him about the Baily-Martin agreement (CT 25:5028-5029), describing it as "a floating easement and it couldn't be located on the property . . . they said it was a very old easement that didn't pertain to the property any longer." (CT 25:5029, lines 5-11.)

No one from either Continental Land Title Company or Mountain Park ever contacted Eigenbrodt to discuss whether the Baily-Martin easement was being exercised. (CT 25:5021 (Harris) 25:5029 (Rappaport), 25:4937-4938, 25:4955.)

During 1987 and 1988, Continental issued 14 title reports to purchasers of lots in Mountain Park, which disclosed the Baily-Martin easement, but which said that the easement was not being "exercised over said land." (CT 25:4953, lines 18-22, 25:4954, 26:5201-5204, 26:5208-5218.) Title reports provided to other purchasers did not refer to the Baily-Martin easement. (Id.)

On about August 2, 1990, Radzinski by chance found the Baily-Martin agreement on a lenders' title policy concerning the Mountain Park property. (CT 25:4931, lines 16-24.) Radzinski told Eigenbrodt about the easement. (CT 25:4931, lines 24-27.)

Eigenbrodt spent the next year-and-a-half in an unsuccessful effort to have Mountain Park recognize his right to
an express easement. (CT 25:4990-4991.) Finally, on March 2, 1992, Eigenbrodt filed this lawsuit to enforce his rights. (CT 25:4938, line 18 - 4940, line 25.)

## C. Mountain Park's Fencing of Its Parcel

Mountain Park alleged in these proceedings that it "restricted" public access to Mountain Park Estates (from both Calabasas Peak Motorway and Mulholland Highway) beginning in October 1985. Mountain Park also alleged that rough grading, i.e., the movement of dirt, commenced in about October 1985. (CT 15:2936, 15:2538.) In fact, Mountain Park's tract maps were not even filed until late 1985 and, therefore, grading did not occur until 1986. (CT 17:3414-3415, 24:4744-4770, 25:4923-4924, 25:4957-4958.)

Mountain Park offered evidence that the entrance to the development from Mulholland Highway was initially barred by temporary fencing, construction workers and sandbags. (CT 15:3056-3057, 16:3066-3067.) Mountain Park conceded, however, that the temporary fence was left open during construction to permit ingress and egress by construction workers. (CT 15:3056, lines 15-22.)

Mountain Park further alleged that sometime in 1987, security gates were installed at the development's entrance from Mulholland Highway. (CT 15:3056, lines 22-23.) A principal shareholder of Mountain Park executed a declaration that a chain link gate was replaced with a wrought iron gate in early 1987 and
that a guardhouse was built in the same year. Mountain Park alleged the guardhouse and security gates were constructed before March 2, 1989, but did not allege the gates were constructed before March 2, 1987, i.e., more than five years before Eigenbrodt filed his lawsuit. (CT 16:3067.)

Eigenbrodt presented photographic evidence to dispute the allegation that Mountain Park restricted access at both entrances from 1987 through 1992. (Please see pictures "C" and "D." Picture C, a slight enlargement of the photograph (CT 25:4959-4960), shows that in July 1988 there was only a gatehouse, and no gate or enclosure, at the Mulholland Drive entrance. Picture D, a larger copy of the photograph at CT 25:4974-4975, shows that in July 1988 there were no fences, gates or gatehouses at the Calabasas Peak Motorway entrance. (CT 25:4954, line 19-4955, line 12.))

During an inspection of Eigenbrodt's property in January 1989, Eigenbrodt, Radzinski and Kenneth Krueger (another landowner) observed from the Calabasas Peak Motorway that there were no gates, fences or other obstructions of any kind restricting access over Mountain Park's "private drive and fire lane." (CT 25:4940, line 26 - 4941, line 4.)

In 1989, Ralph Kephart was a Senior Title Engineer for North American Title Company. In connection with his duties, Kephart inspected the Radzinski and Eigenbrodt properties in February or March 1989. (CT 25:4947.) Kephart approached the properties from the Calabasas Peak Motorway. Access to the

Mountain Park property was open; there was no gate or fence restricting access at the top of the hill (Mountain Park's southerly boundary). On the same day, Kephart accessed Mountain Park's property through the main entrance from Mulholland Highway. At that time the gatehouse had not been completed; no guard was present and no gate or fence restricted access.

Kephart freely toured the development and spoke with the grading foreman. (CT 25:4947, lines 1-16.)

Permanent security gates were not installed until after final approval of the tract map in July 1989. (CT 25:4933, line 17-4934, line 4.)

Denial of access was not effective until sometime in
late 1989. Thus, access was not restricted for more than five years before this lawsuit was filed on March 2, 1992.
D. The Litigation Prior To The Summary Judgment Proceedings.

On March 2, 1992, Eigenbrodt and Radzinski filed a verified complaint against Mountain Park and the County of Los Angeles. (CT 1:1-24.) (Neither Radzinski nor the County of Los Angeles remain as parties in the case.) Eigenbrodt alleged, inter alia, that he "desires access to his property pursuant to the Baily-Martin easement and defendant Mountain Park Estates has consistently within five years of the commencement of this action, denied plaintiff Eigenbrodt the right of access." (CT 1:5, lines 14-17.) In addition, the complaint alleged

Eigenbrodt had a right of access under an implied easement by way of necessity, because prior to the grant of the Baily-Martin easement, the Eigenbrodt property and Mountain Park's property were owned by a common grantor, Mrs. Martin, and, as a result of the conveyance of the Eigenbrodt parcel to Baily, the Eigenbrodt parcel became landlocked. (CT 1:5-6.)

Eigenbrodt also alleged rights to easements: (1) created according to the Homestead Act of 1862 and the official plat of the land; (2) arising from the condemnation of Zuniga Road by the County of Los Angeles; and (3) arising from Mountain Park's Owner's Statement and Dedication that offered to the public the use of private and future streets shown on Mountain Park's tract map. (CT 1:6-9.) Finally, Eigenbrodt alleged causes of action for fraud and deceit, intentional interference with advantageous business relationship and mandamus. (CT 1:9-18.)

Mountain Park filed a cross-complaint on June 17, 1992, "to extinguish by prescription and adverse use a recorded right of way and related easements." (CT 1:25.) The cross-complaint did not allege that Eigenbrodt had abandoned the Baily-Martin easement.

On October 20, 1993, shortly after the case was originally set for trial by Judge Edward Kakita, Mountain Park filed a petition for protection under Chapter 11 of the United States Bankruptcy Act. (CT 2:311.) Eigenbrodt obtained a relief from stay on February 10, 1994. (CT 2:324.)

Eigenbrodt then learned that the "private and future
streets" in Mountain Park belonged to the individual homeowners, not to Mountain Park. Accordingly, on March 9, 1994, Eigenbrodt made individual homeowners party defendants in order to bind them to any judgment which might be rendered in this matter.
(CT 2:338-408, 3:409-431.) No money damages, however, were sought from the homeowners. (CT 5:957-965; 974-976.) (The homeowner defendants are sometimes referred to in this brief as "the homeowner respondents.")

On March 11, 1994, Mountain Park removed the action to the United States Bankruptcy Court, asserting that the case was a "core" proceeding under Bankruptcy Act. (CT 3:447-450.) On March 28, 1994, Mountain Park filed an answer and counterclaim in the Bankruptcy Court. (CT 3:459 (answer); CT 3:481 (counterclaim).) The counterclaim alleged extinguishment of the easement by adverse use. (CT 3:485.) There was no allegation in the counterclaim that Eigenbrodt had abandoned his easement under common law or statute. ${ }^{4}$

[^19]Eigenbrodt moved the Bankruptcy Court to abstain and to remand the case to the Los Angeles Superior Court. The Bankruptcy Court granted the motion on June 8, 1994. (CT 3:519.)

After the remand to Superior Court, Eigenbrodt moved for leave to file an amended complaint. (CT 4:767.) The motion was granted on August 17, 1994. (CT 5:993.)

The Verified First Amended Complaint ("amended complaint") prayed for declaratory relief as to Eigenbrodt's easement rights, that title to his easement be quieted, and for an injunction against Mountain Park's continued refusal to grant access to Eigenbrodt. (CT 5:918, et seq.) The amended complaint requested that title to Eigenbrodt's easement be quieted against all the homeowner respondents as well as against Mountain Park. The amended complaint also added a cause of action for fraud and deceit against Mountain Park and Continental Lawyers Title Insurance Co., its title insurer, arising from the concealment of the Baily-Martin easement from Eigenbrodt, the county and the gont áis
homeowners. (CT 5:918-992.) Stale Qept of Res

Mountain Park and the homeowner respondents filed
demurrers to the amended complaint. (CT 5:1015, 6:1043.) The trial court sustained without leave to amend all of Eigenbrodt's claims to an easement based on the Homestead Act of 1862, the official plat of the land recorded on August 31, 1896, the
location is not fixed.
5 A separate appeal in this case against Continental has been dismissed.
easements arising from the condemnation of Zuniga Road and/or the Owner's Statement and Dedication filed by Mountain Park. (CT 7:1388-1389.) The court also sustained without leave to amend Eigenbrodt's claims for fraud and deceit, tortious interference with advantageous business relationship and civil conspiracy. (CT 7:1386-1390.) In addition, the court ordered Eigenbrodt to amend his complaint again, to set forth the specific locations of the Baily-Martin agreement, together with an allegation that he was ready, willing and able to do equity. (CT 7:1388, lines 1-9.) Eigenbrodt so amended the complaint on October 7, 1994. (CT 7:1421-1427, 8:1529-1530.)

Eigenbrodt recorded a lis pendens on September 23, 1994. (CT 6:1216.) The lis pendens was later expunged. (CT 18:3614.)

On October 21, 1994, the homeowner respondents filed a cross-complaint for extinguishment of the easement by adverse use, for an injunction, for declaratory relief and to establish abandonment of the easement. (CT 8:1496.)

The trial court indicated it was troubled by the lack of equity inherent in Mountain Park's denial of the validity of the Baily-Martin easement, when Mountain Park had actual knowledge of the existence of the easement and Eigenbrodt had only constructive notice:
"But about Mountain View [sic] Estates. Tell me what about Mountain View Estates. They knew about this easement, didn't they?" (RT 2:130, lines 24-26)
"And they had actual notice -- I certainly would have to find that when the title report showed it in 1983 that that certainly was actual notice." (RT 2:130, line 28 to 131, line 3.)
"So tell me in terms of equity why should I
look in a favorable manner on them not showing it as part of their tract map or not at least making some kind of an issue of it in terms of -- of the development here?" (RT 2:131, lines 6-9.)
" [W] hy is it that he [Eigenbrodt] has to be digging around and making an issue of the easement instead of Mountain View Estates which are developing this property on which the easement is recorded according to their own title report?" (RT 2:132, lines 22-26.)
"Mountain View Estates could have done an awful lot of things to avoid all this. We wouldn't be here today." (RT 2:133, lines 10-11.)
"Mountain View Estates also knew of the recorded easement, and that's what I'm bothered about." (RT 2:139, lines 26-27.) ${ }^{6}$

[^20]E. The Trial Court's Summary Judgment Order.

On January 19 and 20, 1995, respondents moved for summary judgment. (CT 15:2918, et seq.) On March 2, 1995, Eigenbrodt filed a Motion for Leave To File a Late Notice of Intent To Preserve Easement. (CT 18:3582-3596.) He also filed an opposition to the motion for summary judgment. (CT 24:47324920, 25:4921-4994.) Respondents filed a reply. (CT 19:3674, et seq.) Eigenbrodt filed a surreply. (CT 26:5147-5161.)

On April 11, 1995, the trial court granted summary judgment to the respondents. (CT 21:4221-4224.) The court also denied Eigenbrodt's Motion for Leave To File a Late Notice of Intent to Preserve Easement as "moot." (CT 21:4223.)

The trial court granted the summary judgment on four independent bases: (1) Eigenbrodt abandoned the Baily-Martin easement under the common law prior to 1990 , even though he did not know he had the easement until 1990; (2) Eigenbrodt abandoned the Baily-Martin easement pursuant to Civil Code § 887.050; (3) the Baily-Martin easement was terminated by respondents' adverse possession; and (4) any easement by necessity was terminated by acquisition of the Davis easement. (CT 21:4221-4223.)

Judgment was entered on May 4, 1995. (CT 22:4388-
4405.) Eigenbrodt timely appealed from the judgment on June 8, 1995. (CT $\qquad$ .)

## LEGAL DISCUSSION

I. SUMMARY JUDGMENT STANDARDS.

Summary judgment may be granted only if there is no "triable issue as to any material fact" and if the moving party is "entitled to judgment as a matter of law." (Code of Civil Procedure § 437c(c).) A defendant who seeks summary judgment must show that plaintiff's causes of action cannot be established or that there is a complete defense to each cause of action. (Code of Civil Procedure § 437c(o)(2); Harrold v. Rolling J. Ranch (1993) 19 Cal.App.4th 578, 583-584.)

In deference to the strong policy favoring a trial on the merits, the moving party's papers are strictly construed and the opposing party's papers are liberally construed. All doubts as to the propriety of granting the motion are to be resolved in favor of the party opposing the motion. (Conway v. Pasadena Humane Society (1996) 45 Cal.App.4th 163, 170; Heredia v. Farmers Insurance Exchange (1991) 228 Cal.App.3d 1345, 1353-1354.) The trial court (and the appellate court) must accept "as undisputed only those portions of the moving party's evidence that are not contradicted by the opposing party's evidence. In other words, the facts alleged in the evidence of the party opposing summary judgment must be accepted as true." (Conway v. Pasadena Humane Society, supra, 45 Cal.App. 4 th at 170 ; citation omitted.) "The function of the trial court in ruling on a motion for summary judgment is merely to determine whether such issues of fact
exist, and not to decide the merits of the issues themselves." (Molko v. Holy Spirit Ass'n. (1988) 46 Cal.3d 1092, 1107, cert. den. (1989) 490 U.S. 1084.)

None of the trial court's bases for granting summary judgment can stand in this case because there are material issues of fact in dispute on all four grounds (common law abandonment, statutory abandonment, adverse possession, and easement by necessity). Moreover, the trial court committed errors of law in interpreting respondents' burden of demonstrating that Eigenbrodt abandoned the Baily-Martin easement, both under the common and statutory law.

## II. THE TRIAL COURT ERRED IN GRANTING SUMMARY JUDGMENT ON THE GROUND OF COMMON LAW ABANDONMENT.

The trial court found evidence of intent to abandon the easement (1) from "complete non-use of the easement since its creation," (2) from Eigenbrodt's purchase of his land without access and (3) from his acquisition in 1967 of the right to use the so-called "Davis easement." (CT 21:4221-4222.) Despite the absence of authority that an intent to abandon an easement may be found in the absence of actual knowledge of the easement, the trial court concluded that "constructive knowledge is sufficient." (CT 21:4222.)

The trial court's ruling on common law abandonment cannot stand because there were disputed issues of fact regarding Eigenbrodt's intent to abandon. In addition, the trial court
committed legal error in ruling that the requisite intent to abandon followed from Eigenbrodt's "constructive knowledge" of the easement, coupled with his nonuse of the easement (which he did not know existed until 1990). (CT 22:4395, lines 1-5.)

It is hornbook law that abandonment of an easement must be intentional:
"An easement acquired by deed is not lost by mere non-user. It must be accompanied with the express or the implied intention of abandonment, and the owner of the servient estate, acting upon the intention of abandonment and the actual non-user, must have incurred expenses upon his own estate." (Smith v. Worn (1892) 93 Cal. 206, 212-213.)

Intent to abandon is an issue of fact for the jury.
(Smith v. Worn, supra, 93 Cal. at 213.)
The burden of proving the easement owner's intent lies with the person claiming the easement has been terminated. (Ward v. Monrovia (1940) 16 Cal.2d 815, 820.) Mountain Park must meet this burden by clear and convincing evidence: "[T]he trier of fact, before decreeing an abandonment, must find that the owner's conduct clearly and convincingly demonstrates the necessary intent." (Gerhard v. Stephens (1968) 68 Cal.2d 864, 890.) Where summary judgment is requested on a claim or defense that must be proven by clear and convincing evidence, the party requesting summary judgment has a heavy burden. (Anderson v. Liberty Lobby (1986) 477 U.S. 242, 247-252 ["The inquiry involved in a ruling
on a motion for summary judgment . . . necessarily implicates the substantive evidentiary standard of proof that would apply at the trial on the merits."])

In Gerhard v. Stephens, supra, 68 Cal.2d 864, our Supreme Court explained that an intent to abandon cannot be inferred from nonuse. The Court reversed a trial court's finding of abandonment because "the trial court could not reasonably infer from [the owners'] conduct in not making use of their property that they intended to abandon it." (68 Cal.2d at.) In Gerhard, plaintiffs brought quiet title actions concerning mineral rights arising from stock interests in two defunct corporations, which had obtained specified mineral rights in the land half a century earlier. The defendants raised a number of defenses essentially based on their long occupation of the surface of the land, and on the failure of plaintiffs and their predecessors to assert their rights for 47 years prior to the time defendants struck oil. The Gerhard defendants thus made a similar argument to the one made by Mountain Park in this case. The Supreme Court held that there was no evidence to support abandonment on these facts. (68 Cal.2d at 894-895.)

In order to prove abandonment, then, respondents here had to prove there were no facts to dispute a finding that Eigenbrodt had intended to abandon the easement. The state of mind required for an intent to abandon is the "intentional relinquishment" of the easement "indicated by conduct respecting the use authorized thereof." (Restatement (First) of Property
$\S 504$ ("abandonment").) Here, Eigenbrodt could not intentionally relinquish something he did not know he owned. (Masonite Corp. v. County of Mendocino Air Quality Management Dist. (1996) 42 Cal.App.4th 436, 455; Henderson v. Drake (1953) 42 Cal.2d 1, 5 [Waiver is the intentional relinquishment of a known right.]) Summary judgment should not have been granted in this case because each and every fact cited by respondents to show Eigenbrodt's intent to abandon refers to events prior to Eigenbrodt's knowledge of the easement. These facts were Eigenbrodt's purchase in 1961 without access, his use of only Calabasas Peak Motorway to access his land, and his obtaining an easement in 1967 from Davis (which was later lost through foreclosure of the servient tenement). (CT 19:3726-3760.) Respondents supplied no evidence, however, that Eigenbrodt voluntarily relinquished a known right. Moreover, Mountain Park could not by its own conduct impart to Eigenbrodt an intent to abandon his easement where Mountain Park failed to inform him about it and then set out to obtain a gated community to prevent his access. (Skvarla v. Park (N. Car. 1983) 303 S.E.2d 354, 357358 [The erection of a fence by the owner of the servient tenement cannot import to the easement holder the requisite intent to abandon an easement.]) The trial court thus erred in summarily ruling that Eigenbrodt intended to abandon the BailyMartin easement, when he flatly denied having any such intent.

In order to find, then, that Eigenbrodt had the requisite mental state to abandon an easement he did not know he
had, the trial court resorted to the legal fiction of "constructive knowledge" from the recordation of the Baily-Martin easement.

However, Tract Development Services, Inc. v. Kepler (1988) 199 Cal.App.3d 1374 illustrates the principle that one cannot abandon an easement one does not know exists. Tract, a developer-purchaser of contiguous lots in a subdivision, brought an action for a judgment declaring it was entitled to a right-of-way easement for street purposes over the Kepler's property. The Court of Appeal affirmed a judgment that Tract's predecessor did not have the requisite intent to abandon where, as here, the predecessor did not know he had an easement in the first place.

The easement at issue in Tract, known as Diplomat Avenue, had never been developed or used as a right of way. Cal.App.3d at 1379.) The Keplers argued, as did respondents in this case, that Tract's easement had been lost by abandonment because the prior owners of the easement, the Downs, had abandoned the easement (by planting it with trees at one time), and because a prior common owner of both parcels, the Downs and the Bills, had obtained the grant of an easement over another portion of the proposed street. (199 Cal.App.3d at 1384.)

The Court of Appeal held that abandonment is a question of fact and hinges upon the intent of the owner to forego all future conforming uses of the property. (199 Cal.App.3d at 1385.)
"The Keplers next urge that the easement was abandoned. However, the evidence submitted by the Keplers to show that the prior owners (Davis, the Downs and the Bills) intended to abandon the private easement - that trees were planted on the avenue, or that the Downs and the Bills obtained a grant of easement to use another portion of Diplomat - was not exclusively susceptible to that interpretation; an easement created by grant is not lost by mere nonuse, no matter how long, and may be lost by abandonment only when the intention to abandon clearly appears. Abandonment is a question of fact for the trial court or the jury which will not be disturbed on appeal if the trial court's determination is supported by substantial evidence. Abandonment hinges upon the intent of the owner to forego all future conforming uses of the property, and therefore must be conduct demonstrating that intent which is so decisive and conclusive as to indicate a clear intent to abandon. Trees planted on a way may indicate nothing more than the property owners' intent not to use the way as a way until some time in the distant future, e.g., not until the lots fronting on the way are developed. Furthermore, the Downs' and Bills' act of obtaining an easement over another part of Diplomat Avenue is as susceptible to an inference that they were under a misapprehension of the nature of
their rights to a private easement over Diplomat Avenue, as it is to an inference that they intended to abandon their right to a private easement. If it is the case that the Downs and Keplers were in fact unaware of their right to a private easement, they could hardly be held to have ever intended to abandon such a right." (199 Cal.App.3d at 1385; citations omitted; emphasis added.) ${ }^{7}$

Put differently where, as here, Mountain Park had actual knowledge and Eigenbrodt did not, a "balancing of relative hardships" favors Eigenbrodt's claim to obtain a key to Mountain Park's gates to pass through Mountain Park to get to Mulholland Highway. (See, for example, Warsaw v. Chicago Metallic Ceilings, Inc. (1984) 35 Cal.3d 564, 575-576 [". . .it is well established that a court has discretion to balance the hardships and deny removal of an encroachment if it was innocently made and does not irreparably injure the plaintiff, and where the cost of removal would greatly exceed the inconvenience to the plaintiff by its continuance."] (Emphasis in original; citation omitted.))

Further, a long line of cases supports application of the principle of balancing of hardships to cases seeking to quiet title to express and implied easements. In Donnell v. Bisso

[^21]Brothers (1970) 10 Cal.App.3d 38, Donnell, who had in good faith constructed a road on Bisso's land, sought a nonexclusive implied easement over that land for road purposes, as well as an injunction against interference. The trial court granted the easement and Bisso appealed.

The Court of Appeal applied equitable principles, including the doctrine of balancing of hardships, in upholding the trial court's grant of an easement over Bisso's land. In addition to recognizing that the doctrine of balancing of hardships applies to easements, the Donnell court held:
"Although title to land is to be respected, it is not without limitation. Easements of necessity have long been recognized. There is not such an easement here, but one which equity may fairly create. Facility of transportation enhances the productivity and worth of lands and of the fruits of the earth. In modern living, rigidity of ownership of every vestige of land must yield somewhat to the welfare of neighbors and of the public." (10 Cal.App.3d at 46-47; citation omitted.)
(See also Miller v. Johnston (1969) 270 Cal.App.2d 289, 303-308 [Enjoining plaintiffs from further use of the easement would result in hardship to them greatly disproportionate to any hardship imposed upon defendants by continuance of the use; injunction upheld on a balancing of the relative hardships.])

As the trial court at one point noted here, but then ignored in ordering summary judgment, there is an inequity in the fact that "he [Eigenbrodt] has to be digging around and making an issue of the easement instead of Mountain View Estates which are developing this property on which the easement is recorded according to their own title report[.]" (RT 2:132, lines 22-26.) "Mountain View Estates could have done an awful lot of things to avoid all this. We wouldn't be here today." (RT 2:133, lines 211.) A finding of common law abandonment upon Eigenbrodt's mere constructive knowledge of the Baily-Martin easement, when compared with Mountain Park's actual knowledge and purposeful concealment, is blatantly inequitable.

As to the homeowner respondents, if Eigenbrodt had constructive knowledge of the easement, so did these homeowners. In fact, the homeowner respondents all had additional ACTUNAC construative notice of Eigenbrodt's easement rights because Continental Land Title Company had disclosed it to a number of them.

Frabotta v. Alencastre (1960) 182 Cal.App.2d 679 explains that on facts like these, homeowners will be deemed to have constructive knowledge of an easement and will be enjoined from obstructing it. The Court of Appeal reversed the trial court's denial of an injunction, holding:
"The purchasers are relying on the equitable doctrine of balancing conveniences and should not be permitted to subvert the principles of equity by
invoking the rules announced in the cited cases to deprive plaintiffs of their property rights. Any purchaser of property knows that titles may be defective. These purchasers paid rent until they received title insurance. They relied on that insurance when they completed the obstruction of the easement. Presumably they are fully protected against financial hardship and can recover on their policies or in actions for damages against the insurer who misled them. In all probability they will suffer little or no hardship. They had constructive notice of plaintiffs' right before they purchased and actual notice of plaintiffs' claims thereafter and while they were improving their lots." (182 Cal.App.2d at 684.)
In short, equity favors Eigenbrodt's claims, not those of the respondents.
Finally, the trial court believed Eigenbrodt's acquisition of the right to use the Davis easement supplied some evidence of an intent to abandon the easement he did not know he had. (CT 22:4394, line 25-4395, line 5.) However, when Eigenbrodt acquired the right to use the Davis easement in 1967, he did not know about the Baily-Martin easement and, therefore, did not intend the Davis easement to replace any other easement. Moreover, there are many factual issues concerning the practicality of the Davis easement. For example, the Davis easement did not even reach to Eigenbrodt's property. (CT

17:3276-3277.) Second, while a very rough jeep trail was constructed by Davis to his own parcel, no road was ever. constructed from Mulholland Highway to Eigenbrodt's parcel. (CT 25:4936, lines 15-25.) Third, the steep topography of the Davis easement precluded ingress and egress to his land by ordinary automobile. (CT 25:4936, lines 25-27.) And, whatever easement did exist was lost when foreclosure took the parcel of land on which Davis' easement was located, thus wiping out the easement. (CT 17:3275; CT 25:4937, lines 1-8.)

Therefore, the trial court's reliance on the ground of common law abandonment was erroneous. ${ }^{8}$

[^22] GROUND OF STATUTORY ABANDONMENT.

The trial court also concluded summary judgment was appropriate under Civil Code $\$ 887.050$, part of the "abandoned easements" statute enacted in 1985. (CT 22:4395-4396.) In support of this conclusion, the trial court noted inter alia: (1) other than Eigenbrodt's lis pendens, recorded in September 1994 and expunged in January 1995, there was no post-1925 instrument evidencing the Baily-Martin easement; (2) Eigenbrodt did not record a Notice of Intent to Preserve any easement; and (3) Eigenbrodt's Motion for Leave to File a Late Notice of Intent to Preserve Easement under Civil Code § 880.310 failed to preserve the easement because the easement "has expired." (CT 22:4396, line 8.)

As shown in the following discussions, none of the above reasons supports the trial court's analysis.
A. The Lis Pendens Was Sufficient To Preclude Application Of The Abandonment Statute.

Under Civil Code § 887.040, the owner of real property subject to an easement may bring "an action to establish the abandonment of the easement." An easement is "abandoned" under $\S 887.050(\mathrm{a})$, however, only where all the following conditions are met for a period of 20 years, immediately prior to commencement of the action:
"(1) The easement is not used at any time.
"(2) No separate property tax assessment is
made of the easement or, if made, no taxes are paid on the assessment.
"(3) No instrument creating, reserving,
transferring, or otherwise evidencing the easement is recorded."

Here, the "action to establish abandonment of the easement" was respondent homeowners' cross-complaint filed on October 21, 1994. (CT 8:1496, et seq.) To establish statutory abandonment, then, respondents had to show that the easement was not used, no taxes were assessed, and no "instrument creating, reserving, transferring, or otherwise evidencing the easement" was recorded within 20 years before October 21 , 1994.9

Eigenbrodt, however, filed a lis pendens on
September 23, 1994 (CT 6:1216), an instrument that evidenced the easement within 20 years of the respondents' action to establish abandonment of the easement."10 This filing satisfied the

9 As we noted above, Mountain Park's counterclaim filed in the United States Bankruptcy Court on March 28, 1994, did not allege statutory abandonment. Although the counterclaim made reference to Mountain Park's answer, which alleged "abandonment" as an affirmative defense, the allegation in the answer was that rights under the Baily-Martin easement were abandoned due to Eigenbrodt's alleged failure "to name, identify or otherwise establish, place or otherwise designate a specific right-of-way under the terms and conditions" of the Baily-Martin easement. (CT 3:472, lines 15-19.) The easement was fixed by Mountain Park's first use of the road it constructed or, at the latest, on October 7, 1994 (CT 7:1421-1425), thus negating and rendering ineffective the affirmative defense.

10 Citing two cases from the turn of the century, the homeowner respondents argued that a lis pendens is not an "instrument." (CT 15:3036, n. 9.) This was a preposterous
requirements of Civil Code $\S 887.050(\mathrm{a})(3)$.
B. The Filing of This Lawsuit Was Also Sufficient To Preclude Application of The Abandonment Statute. Even if the lis pendens did not satisfy § 887.050, which it did, the filing of this lawsuit "evidenced" the easement. Although the complaint in this case was not "recorded," recordation would have provided respondents with mere constructive notice of Eigenbrodt's claims. The filing of this lawsuit provided better -- actual -- notice to respondents of Eigenbrodt's interest in the Baily-Martin easement (which respondents knew about in any event from the prelitigation correspondence). No additional filing should be required, since the law does not require meaningless or idle acts. (Civil Code § 3532.)
C. The Trial Court Erred In Failing To Grant The Motion For Leave To File A Late Notice of Intent To Preserve The Easement.

The trial court's reliance on the fact that Eigenbrodt did not file a notice to preserve the easement is related to its reliance on its ruling that Eigenbrodt's motion for leave to file a late notice of intent to preserve easement was "moot." (CT 22:4396, line 14.) If the trial court was wrong in ruling

[^23]that Eigenbrodt's filing of the motion for leave was "moot," and it was, then the court was also wrong in ruling that the BailyMartin easement was statutorily abandoned under $\S 887.050$.

Section 887.060 ("Notice of intent to preserve
easement") states, in part, as follows:
"(a) The owner of an easement may at any time record a notice of intent to preserve the easement.
"
"(c) An easement is not abandoned for purposes of this chapter if either of the following occurs:
"(1) A notice of intent to preserve the easement is recorded within 20 years immediately preceding commencement of the action to establish the abandonment of the easement.
"(2) A notice of intent to preserve the easement is recorded pursuant to Section 887.070 after commencement of the action to establish the abandonment of the easement and before judgment is entered in the action." (Emphasis supplied.) ${ }^{11}$

Thus, under section 887.060 , an easement will not be deemed abandoned if a notice of intent to preserve is filed

11 Under Civil Code $\S 887.060$, recording a notice of intent to preserve an easement is conclusive evidence of nonabandonment. Recording a notice also creates a presumption affecting the burden of proof that the claimant has not abandoned the easement under common law. (Law Revision Commission Comment to § 887.060.)
within 20 years prior to the filing of an action to establish abandonment (here, the homeowner respondents' October 1994 crosscomplaint), or, pursuant to $\S 887.070$, after commencement of that action but before judgment is entered.

On March 2, 1995, Eigenbrodt filed a Motion for Leave To File a Late Notice of Intent To Preserve Easement under Civil Code § 887.070. (CT 18:3582-3596.) The trial court should have granted that motion.

Civil Code § 887.070 provides, in part, as follows:
"In an action to establish the abandonment of an easement pursuant to this chapter, the court shall permit the owner of the easement to record a late notice of intent to preserve the easement as a condition of dismissal of the action, upon payment into court for the benefit of the owner of the real property the litigation expenses attributable to the easement or portion thereof as to which the notice is recorded." (Emphasis supplied.)

The California Law Revision Commission has noted that section 887.070 provides a provision for "late recording by an easement holder who through inadvertence fails to record a notice of intent to preserve" under section 887.060. (Recommendation of the California Law Revision Commission to Assembly Committee on the Judiciary, March 5, 1995, cover page; emphasis supplied.) Put differently, the purpose of section 887.070 is to enable the owner of an easement to preserve it even after commencement of an
action to establish its abandonment. (Worthington v. Alcala (1992) 10 Cal.App.4th 1404.)

To summarize, if, as here, an easement holder files either a notice of intent to preserve, or a motion for leave to file a late notice of intent to preserve (which the statute says the court "shall permit"), then the easement will not be deemed statutorily abandoned. Even if Eigenbrodt's filing of the lis pendens or his filing of his complaint were insufficient to take the case out of the abandoned easements statutes (and each was sufficient), his motion for leave to file a late notice of intent unquestionably was sufficient. The trial court committed error in ruling otherwise. ${ }^{12}$

The trial court's ruling that Eigenbrodt filed his motion for leave too late was based upon Civil Code § 880.310(a). That statute provides in part that "[r]ecordation of a notice of intent to preserve an interest in real property after the interest has expired pursuant to this title does not preserve the interest." The trial court, therefore, in essence held that since Eigenbrodt had already abandoned the easement under common law, the easement expired and, under Civil Code § 880.310, any notice of intent to preserve filed by Eigenbrodt after abandonment was too late, or "moot." (CT 22:4398.) This

[^24]reasoning was circular and incorrect. If, as we argue, Eigenbrodt had no intent to abandon under common law, then statutory abandonment may only be found under the "abandoned easements statute." But Eigenbrodt sufficiently removed himself from application of that law by filing this lawsuit, and the lis pendens, and a motion for leave to file a late notice of intent to preserve. ${ }^{13}$
IV. THE TRIAL COURT ERRED IN GRANTING SUMMARY JUDGMENT ON THE GROUNDS OF ADVERSE POSSESSION OR PRESCRIPTION.
A. The Elements Of Adverse Possession Or Prescription.

To extinguish an easement by adverse use or prescription, the owner of the servient tenement must show possession hostile to the easement owner's title (Glatts $v$. Hanson (1948) 31 Cal.2d 368), including the following: (1) the

13 See also Civil Code § 880.260:
"An interest in real property, as specified in this title [Marketable Record Title Act], does not expire or expire of record and is not unenforceable pursuant to this title at the time prescribed in this title if within the time an action is commenced to enforce, establish, clear title to, or otherwise affect the interest and a notice of the pendency of the action is recorded as provided by law."

The California Law Revision Commission has commented that "Section 880.260 makes clear that there is no expiration of an interest in real property by operation of law pursuant to this title if a lis pendens is recorded before expiration." (16 Cal.L.Rev.Comm. Reports 401.) Respondents did not make their summary judgment motion until January 1995. Eigenbrodt filed a lis pendens on September 23, 1994, before his interest in the easement even conceivably "expired."
land was either protected by a substantial enclosure or was usually cultivated or improved; (2) a continuous occupation and claim for five years or more; and (3) payment of all taxes levied upon the land. (Code of Civil Procedure § 325; Landini v. Day (1968) 264 Cal.App.2d 278, 281.) The burden is on the claimant to prove each element by clear and convincing evidence. If one element is wanting, the claim of extinguishment will fail. (Landini v. Day, supra, $264 \mathrm{Cal} . \mathrm{App} .2 \mathrm{~d}$ at 282.)

## B. The Trial Court Erred In Finding "Hostility."

The trial court found hostile possession in this case from the facts that (a) Eigenbrodt did not visit the property often, (b) he was denied access by Mountain Park for five years prior to the lawsuit, (c) after obtaining the requisite governmental approvals, Mountain Park built a gated community of some 71 lots, (d) Mountain Park graded its property beginning in late 1985 and spent over $\$ 9,000,000$ in constructing residences, (e) gates "restricted" access to the Mountain Park's property commencing in October 1985 and a permanent gate was in place prior to March 2, 1989, and (f) "from and after December 1984," Eigenbrodt was aware of the development of Mountain Park as a gated community. (CT 22:4398-4399.) The trial court erred in granting summary judgment because some of these facts are irrelevant and others were hotly disputed.
(a) The scarcity of Eigenbrodt's visits to the property (court's reason (a)) cannot establish adverse
possession, because it is the adverse possessor's use of the property which is relevant to establish the requisite hostility, not the infrequency of the owner's visits. (Landini v. Day, supra, 264 Cal.App.2d at 281.)
(b) As to Mountain Park's denial of access to Eigenbrodt (court's reason (b)), Eigenbrodt alleged in his verified amended complaint (1)67) that:
"Plaintiff Eigenbrodt desires access to his property pursuant to the Baily-Martin easement and defendant Mountain Park Estates has consistently within five years of the commencement of this action, denied plaintiff Eigenbrodt the right of access." (CT 5:946, lines 19-23 (emphasis supplied).)

This allegation is not a confession that Mountain Park had adversely possessed Eigenbrodt's easement; it is a complaint that, despite demand, Mountain Park failed to allow Eigenbrodt in the door. Eigenbrodt alleged in the complaint that he "repeatedly" made demand upon defendant Mountain Park to honor both his express easement granted by the Baily-Martin Easement of November 20, 1925 and his implied easement of ingress and egress by way of necessity, and Mountain Park has "denied Eigenbrodt all rights and means of ingress and egress" to and from his parcel over Mountain Park Estates' parcel. (CT 5:948, lines 11-17.)
( $c \& d$ ) A finding of adverse possession requires a showing of hostility. Possession, grading and development alone (court reasons (c) and (d)), no matter how exclusive and
complete, are not sufficient to create prescriptive title. It is still necessary that possession be adverse to the party against whom title is asserted. (Faus v. Pacific Electric R. Co. (1956) 146 Cal.App.2d 370.) Whether a claimant's possession is hostile is a question of fact to be resolved by the trial court on the evidence before it and the reasonable inferences to be drawn therefrom. (Landini v. Day, supra, 264 Cal .App.3d at 283.) Put differently, if respondents' possession is consistent with the true owner, it is not adverse. (Mills v. Laing (1918) 38 Cal.App. 776, 779.)

The trial court found that Mountain Park commenced grading in 1985, and thereafter spent large sums in order to built a gated community. None of this work or expenditure of funds was hostile to Eigenbrodt's easement interest, because the building of a community with roads to Mulholland Highway made ingress and egress by Eigenbrodt(all the more possible.) All Eigenbrodt needed was a key to the gates that were installed later. In other words, Mountain Park's possession was consistent with and not hostile to Eigenbrodt's ownership interest in a right of way across Mountain Park's land.

Moreover, "[a]ny evidence of the recognition [by the servient tenement holder] of the title of the real owner [the dominant tenement holder] is always admissible to show the real character of the possession." (Mills v. Laing, supra, 38 Cal.App. at 779.) In this case, Mountain Park's own title report recognized Eigenbrodt's interest in the Baily-Martin easement.

Mountain Park's sold a number of lots to homeowners specifically recognizing Eigenbrodt's interest in the Baily-Martin easement.
(e) The issue of when and how Mountain Park restricted access to its property (court's reason (e)), was hotly contested, and therefore was inappropriate for resolution on summary judgment.

Eigenbrodt adduced photographic evidence that there were no gates at Mountain Park in July-November 1988, less than five years before Eigenbrodt brought this lawsuit. (CT 25:4923, 25:4925-4926, 25:4928, 25:4959-4960, 25:4963-4979; please see pictures $C$ and $D$, attached at the conclusion of this brief.) Eigenbrodt adduced testimonial evidence that, during the period between August 1988 and January 1989, the guardhouse at Mountain Park was unfinished and no gates were hung on the pilasters or supporting posts, nor was there a guard to be found anywhere. (CT 25:4927, line 22- 4928, line 1.) In early spring 1989, the only gates restricting access at Mountain Park were construction gates at the top of Mountain Park Drive, but those gates were open and unlocked. (CT 25:4929, lines 11-22; see also CT 25:4940, line 26 - 4941, line 4; 4947. lines 1-16.)

Mountain Park's own testimony was that while temporary fencing and sandbags were put up in 1985, a guardhouse was not completed until around December 1987. (CT 16:3067.) Mountain Park did not have the right to gate the community until it obtained approval in July 1989 of "the erection of any structure not ordinarily placed in public streets until such time as said
street is accepted and opened for public use." (CT 24:4750 [tract owners' statement for map for tract no. 35647].) Thus, Mountain Park did not protect its land "by a substantial enclosure" for five years preceding this action (which was filed on March 2, 1992). In light of these disputes, it was error for the trial court to resolve the issue of enclosure on a summary judgment motion.
(f) The trial court found that Eigenbrodt failed to protest Mountain Park's plans to gate the community (court's reason (f)) until August 1990, when Eigenbrodt learned he had an easement. However, his failure to object is irrelevant, as it cannot establish acquiescence to Mountain Park taking away a right he did not know he had.

Moreover, Eigenbrodt denied under oath ever receiving written notice of the hearings on the development. (CT 25:4937, line 16 - 4938, line 17.) His denial was corroborated by the testimony of another neighbor contiguous to Mountain Park who did not receive any notice. (CT 25:4925, lines 14-19.) This evidence is sufficient to create a triable issue of fact. While the trial court stated "there [was] no evidence that [Eigenbrodt's] wife did not [receive notice] during his illness" (CT 22:4397, lines 16-25), no party had produced any evidence in the summary judgment papers concerning Eigenbrodt's wife. The trial court's comment that Eigenbrodt's wife may have received a notice was rank speculation, therefore, without any support in the record, and cannot support the judgment.

Moreover, while Mountain Park adduced evidence that Los Angeles County sent out notices in the mail, none of the evidence came from Los Angeles County officials, and was also hearsay. See CT 16:3063-3064.) Such evidence cannot support a judgment.
C. Mountain Park Estates Did Not Show Payment of All Taxes.

A claim of title to land by adverse possession cannot be established in the absence of evidence that the adverse claimant has paid taxes on any part of the land. (Fitzimons v. Atherton (1912) 162 Cal. 630; Glatts v. Henson (1948) 31 Cal.2d 368, 372.) Respondents adduced no evidence that Mountain Park or the homeowner respondents paid all taxes levied on the land. Although Mountain Park so alleged in the counterclaim filed in the United States Bankruptcy Court (CT 3:485), there is no evidence in the record to support this allegation, and none was even cited in the moving papers in support of summary judgment. This element, necessary before a finding of adverse possession may be made, was therefore missing and the trial court's finding of adverse possession was erroneous for this additional reason.
V. THE TRIAL COURT ERRED IN GRANTING SUMMARY JUDGMENT ON THE GROUND OF TERMINATION OF THE EASEMENT OF NECESSITY.

The trial court ruled, finally, that any implied easement of necessity was terminated by (1) Eigenbrodt's acquisition of alternate legal means of ingress and egress and
(2) adverse possession of the Mountain Park property for the statutory time period. (CT 22:4400.)

This last ground for granting summary judgment is not a separate and independent basis to support the order, because this last basis only addresses Eigenbrodt's argument that in addition to having an express easement under the Baily-Martin agreement, Eigenbrodt was entitled to an implied easement of necessity. Put differently, even if the trial court were correct about the termination of an easement by necessity, which it was not, summary judgment can only be supported if the trial court was correct in finding grounds for ignoring the express easement, which it was not.

An easement created by necessity terminates only when the need for it ends. (Martinelli v. Luis (1931) 213 Cal. 183, 184-185.) Here, the need for the Baily-Martin easement did not end by Eigenbrodt's acquisition of the right to use the Davis easement or by Eigenbrodt's acquisition of Radzinski's land because neither the Davis easement nor the Radzinski property gave Eigenbrodt vehicular access and, therefore, the necessity continued.
Necessity doesñtqo AWAM-

## CONCLUSION

For all of the above reasons, the summary judgment must be reversed and the matter remanded for trial.

Respectfully submitted,
EDWARD J. HOROWITZ
A Professional Corporation
CLAUDIA RIBET

By
Claudia Ribet

By
Edward J. Horowitz Attorneys for Appellant ROBERT A. EIGENBRODT

Freed dement tote

# IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA SECOND APPELLATE DISTRICT 

## DIVISION FIVE

ROBERT A. EIGENBRODT,
Plaintiff, Cross-Defendant and Appellant,
v.

MOUNTAIN PARK ESTATES, et al.,
Defendants, Cross-Complainants and Respondents.

B093671
(Super. Ct. No. BC049815)


JUL 291997
$\qquad$

Deputy Clerk

APPEAL from a judgment of the Superior Court of Los Angeles County, Dzintra I. Janavs, Judge. Affirmed.

Gordon J. Zuiderweg, Edward J. Horowitz and Claudia Ribet for Plaintiff, Cross-
Defendant and Appellant.
Billet \& Kaplan and Terry S. Kaplan; Kalisch, Cotugno \& Rust and Kathleen G.
Smith; Heenan Blaikie, Fred A. Fenster and Eric G. Lardiere; Francis J. Cunningham III and James H. Treadwell for Defendants, Cross-Complainants and Respondents.

## I. INTRODUCTION

This action concerns the current status of an easement for access to landlocked property. The easement was recorded in 1925 but never used. The land is in the Santa Monica Mountains. A security-gated residential community has been developed on the servient acreage. Plaintiff and cross-defendant, Robert A. Eigenbrodt, is the owner of the dominant parcel. He purchased it in 1961 with the understanding there was no legal access to it. The price paid for the property reflected the lack of access. Plaintiff discovered the existence of the recorded easement in $1990 .{ }^{1} \mathrm{He}$ brought this action to enforce his right of access. The trial court granted a summary judgment in favor of defendants and crosscomplainants Mountain Park Estates Homeowners' Association, numerous individual homeowners, Mountain Park Estates, Herman H. Rappaport, The Rappaport Company, David E. Kronemyer, and Judith C. Gasson. We conclude defendants have established the easement was abandoned under Civil Code section 887.050. ${ }^{2}$ Accordingly, we affirm the judgment. ${ }^{3}$

1 The agreement creating the easement was recorded separately from and in a different place than the grant deed conveying the property.

2 Because we conclude the casement was abandoned under relevant statutory authority, we need not consider whether: it was abandoned under the common law; it was extinguished by adverse possession; it terminated under the terms of the agreement creating it; an easement was created by necessity, but was lost; plaintiff's claim is barred by laches, waiver, or unclean hands; requested injunctive relief is barred by the statute of limitations.
3. Defendants' motion for partial dismissal of the appeal and for monetary sanctions against plaintiff is denied. Plaintiff's claim for injunctive relief is not at issue on appeal

## II. DISCUSSION

## A. Standard of Review

A summary judgment motion is directed to the issues framed by the pleadings. (Ann M. v. Pacific Plaza Shopping Center (1993) 6 Cal.4th 666, 673; Addy v. Bliss \& Glennon (1996) 44 Cal.App.4th 205, 215; Hejmadi v. AMFAC, Inc. (1988) 202 Cal.App.3d $525 ; 536$.) Summary judgment is granted when the moving party establishes that there are no triable issues of any material fact. Further, the moving party must establish he or she is entitled to entry of judgment as a matter of law. (Code Civ: Proc., § 437c, subd. (c); Union Bank v. Superior Court (1995) 31 Cal.App.4th 573, 579.) A defendant proves a claim has no merit if he or she establishes one or more of the elements of the cause of action cannot be separately established. (Code Civ. Proc., § 437c, subd. (n)(1).) Code of Civil Procedure section 437c, subdivision (o)(2) provides: "For purposes of motions for summary judgment and summary adjudication: . . . A defendant . . . has met his or her burden of showing that a cause of action has no merit if that party has shown that one or more elements of the cause of açtion, even if not separately pleaded, cannot be established, or that there is a complete defense to that cause of action. Once the defendant . . . has met that burden, the burden shifts to the plaintiff . . . to show that a triable issue of one or more material facts exists às to that cause of action or a defense thereto. The plaintiff . . . may not rely upon the mere

[^25]allegations or denials of its pleadings to show that a triable issue of material fact exists but, instead, shall set forth the specific facts showing that a triable issue of material fact exists as to that cause of action or a defense thereto." An appellate court reviews the trial court's decision to grant summary judgment de novo. (Romano v. Rockwell Internat., Inc. (1996) 14 Cal.4th 479, 487; Bernson v. Browning-Ferris Industries (1994) 7 Cal.4th 926, 929.) The trial court's stated reasons in granting summary judgment is not binding on us because we review its ruling not its rationale. (Szadolci v. Hollywood Park Operating Co. (1993) 14 Cal.App.4th 16, 19; Barnett v. Delta Lines, Inc. (1982) 137 Cal.App.3d 674, 682.)

## B. The Easement was Abandoned Pursuant to Statute

Defendants contend the easement was abandoned under Civil Code section 887.050. 4 We conclude defendants have estahlished, as a complete defense to plaintiff's action, that the easement was abandoned. Section 887.040 , subdivision (a) provides: "The owner of real property subject to an easement may bring an action to establish the abandonment of the easement and to clear record title of the easement." Statutory abandonment "supplements and does not limit or otherwise affect the common law governing abandonment of an easement . . ." (§887.030.) In other words, an easement not abandoned pursuant to the statute may still have been abandoned under the common law. (Worthington v. Alcala (1992) 10 Cal.App.4th $1404,1410-1411$.) Section 887.040 provides "a separate and

All further statutory references are to the Civil Code except where otherwise noted.
independent basis for determining abandonment of an easement." (Recommendation Relating to Abandoned Easement (Jan. 1985) 18 Cal: Law Revision Com. Rep. (1986) p. 264.)

## 1. A lis pendens is not an "instrument" within the meaning of section 887.050, subdivision (a)(3)

Plaintiff asserts that he recorded an "instrument . . . evidencing the easement"
(§887.050, subd. (a)(3))-a lis pendens-within 20 years prior to the commencement of any action for statutory abandonment. Plaintiff recorded a lis pendens on September 9, 1994.

The first cross-complaint alleging statutory abandonment was not filed until October 21,
1994. Defendants argue a lis pendens is not an "instrument" within the meaning of section
887.050, subdivision (a)(3). ${ }^{5}$ We agree.

The settled statutory meaning of the term "instrument" is ". . . some written paper or instrument signed and delivered by one person to another, transferring the title to or creating a lien on property, or giving a right to a debt or duty." (Hoag v. Howard (1880) 55 Cal. 564,

565 [lien by attachment not an "instrument" within the meaning of Code of Civil Procedure

5 Defendants also argue their amended cross-complaint, alleging statutory abandonment, which was filed after the lis pendens was recorded, relates back to their original cross-complaint alleging cominon law abandonment; therefore no instrument evidencing the easement was recorded within the 20 years immediately preceding commencement of the action to establish statutory abandonment (§ 887.050, subd. (a)(3)). Given our conclusion a lis pendens is not an "instrument" within the statute, we need not consider defendants' relation-back argument.
section 1107]; e.g.; Brock v. First South Savings Assn. (1992) 8 Cal.App.4th 661, 669-670 [vendor's lien not an "instrument" within meaning of section 1217]; Brown v. Johnson (1979) 98 Cal.App.3d 844, 849-851 [notice of vendor's lien not an "instrument" under Government Code section 27280, or sections 1214 and 1215]; Stearns v. Title Ins. \& Trust Co. (1971) 18 Cal.App.3d 162, 169 [record of survey not an "instrument" within the meaning of section 1215]; Jennings v. American President Lines (1943) 61 Cal.App.2d 417, 421-422 [written statement describing accident was not an "instrument" within the meaning of Code of Civil Procedure section 1858]; Hale v. Pendergrast (1919) 42 Cal.App. 104, 107-108 [unacknowledged agreement to repurchase land not an "instrument" under former section 1158]; People v. Dadmun (1913) 23 Cal.App. 290, 294 [undelivered deed not an "instrument" within the meaning of Penal Code section 492].) The Hoag definition of "instrument" (Hoag v. Howard, supra, 55 Cal. at p. 565) has been recently codified in the. Government Code sections concerning recordation of instruments. Government Code section 27279, subdivision (a), defines "instrument" as ". . . a written paper signed by a person or persons transferring the title to, or giving a lien on real property, or giving a right to a debt or duty." (Stats. 1988, ch. 400 , § 1, p. 1753.) Moreover, the Supreme Court has specifically held, relying on the Hoag definition, that a lis pendens is not an "instrument" within the meaning of the Civil Code, specifically, section 1217. (Warnock v. Harlow (1892) 96 Cal. 298, 306-307.) The Legislature is generally presumed to enact and amend statutes with full knowledge of and in light of prior relevant decisional authority. (Fermino v. Fedco, Inc. (1994) 7 Cal.4th 701, 720; Viking Pools, Inc. v. Malcney (1989) 48 Cal.3d

602, 609; Estate of McDill (1975) 14 Cal.3d 831, 839; Buckley v. Chadwick (1955) 45
Cal.2d 183, 200.) Therefore, when it enacted section 887.010 et seq. in 1985 , the
Legislature is presumed to have been aware of the settled statutory definition of the term
"instrument." (Ibid.) Nothing in the language or context of the statutory abandonment scheme suggests the Legislature intended a different definition. Accordingly, we read "instrument" in section 887.050, subdivision (a)(3) as defined in Hoag v. Howard, supra, 55 Cal. at page 565.

Plaintiff impliedly concedes a lis pendens does not meet the settled statutory definition of an "instrument." Moreover, the Supreme Court has so held. (Warnock $\mathbf{v}$. Harlow, supra, 96 Cal. at pp. 306-307.) It follows that plaintiff's recorded lis pendens was not an "instrument . . . evidencing the casement" within the meaning of section 887.050, subdivision (a)(3).

## 2. The complaint filed in this action was not an "instrument" within the meaning of section 887.050 , subdivision (a)(3), nor was it recorded

Plaintiff argues that the filing of the present lawsuit was sufficient to preclude application of the abandonment statute under section 887.050, subdivision (a)(3). As noted above, that subdivision precludes a finding of statutory abandonment when, within 20 years immediately preceding the commencement of an action to establish abandonment of the easement, an "instrument . . . evidencing the easement" is recorded. (§ 887.050, subd.
(a)(3).) Plaintiff's contention is without merit. The complaint in this action was not an
"instrument" within the meaning of section 887.050 , subdivision (a)(3), as defined above. Nor was the complaint in this action recorded.

## 3. Plaintiff failed to timely record a late notice of intent to preserve the easement pursuant to sections 887.060, subdivision (c)(2), and 887.070

Plaintiff contends: he should have been allowed to record a notice of intent to preserve the easement pursuant to sections 887.060 and 887.070 and recordation would have precluded a finding of statutory abandonment. We find plaintiff failed to take the required action in a timely manner.

Section 887.060 provides in part: "(c) An easement is not abandoned for purposes of this chapter if... [ๆ] (2) A notice of intent to preserve the easement is recorded pursuant to section 887.070 after commencement of the action to establish the abandonment of the easement and before judgment is entered in the action." (Italics added.) Section 887.070 states: "In an action to establish the abandonment of an easement pursuant to this chapter, the court shall permit the owner of the easement to record a late notice of intent to preserve the easement as a condition of dismissal of the action, upon payment into court for the benefit of the owner of the real property the litigation expenses attributable to the easement or portion thereof as to which the notice is recorded." 6

[^26]As noted above, the first cross-complaint alleging statutory abandonment was filed on October 21, 1994. Defendants' summary judgment motion was filed on January 20, 1995, and set for hearing on February 17, 1995. Plaintiff's request for permission to record a late notice of intent to preserve the casem:nt was filed on February 2, 1995, and set for hearing at the same time as the summary judgment motion, on February 17, 1995. Both motions were heard on March 2, 1995, and taken under submission. On April 11, 1995, the trial court granted the summary judgment motion. It further ruled plaintiff's motion to record a late notice of intent to preserve the easement was moot.

We conclude most of plaintiff's contentions are resolved in part by the analysis of our colleagues in Division Four of this appellate district in Worthington v. Alcala, supra, 10 Cal.App.4th at pages 1408-1410, portions of Law Revision Commission Reports cited therein, and the relevant statutory language. In Worthington, our Division Four colleagues first explained the proper manner of interpreting section 887.010 et seq. as follows: "Wellsettled principles of statutory construction require that we interpret the language of section 887.070 in a manner to implement the legislative intent. That intent is divined by looking first to the words used in the statute. We ascribe to those words their usual and ordinary meaning (Curl v. Superior Court (1990) 51 Cal.3d 1292, 1300 []; Rojo v. Kliger (1990) 52 Cal.3d 65, 73 []), and construe them in the context of the statutory scheme in which they appear, giving significance to every word, phrase, sentence and part of the act in which they appear and avoiding any interpretation which makes some words surplusage. (Martinez v. Traubner (1982) 32 Cal.3d 755, 758 [].)" (Id. at p. 1408.)

The Worthington court explained the legislative history of section 887.010 et seq. as follows: "In 1985, the California Law Revision Commission recommended that the statutory scheme be expanded to deal with abandoned easements as well. The commission explained that an obsolete easement interest constituted an unreasonable encumbrance on marketable title. It noted that under common law an easement acquired by prescription could be extinguished by nonuse, whereas an easement acquired by grant could not be extinguished unless an intent to abandon the easement, which is difficult to prove, was shown. In order to make it easier to clear the record of an abandoned easement, the commission proposed that an easement be deemed abandoned if it was unused for at least 20 continuous years, without payment of taxes or any other record transaction relating to the easement. To protect an easement from such extinguishment in cases where the easement holder's nonuse was temporary or where the easement was being held for future use, the commission further recommended that the easement holder be permitted to extend the duration of the easement for a period of 20 years at a time by recording a notice of intent to preserve the easement. (Recommendation Relating to Abandoned Easements (Jan. 1985) 18 Cal. Law Revision Com. Rep. (1986) pp. 261-262.) [f] Following this recommendation, the Legislature added chapter 7 to title 5 in 1985, commencing with section 887.010 , entitled 'ABANDONED EASEMENTS.'" (Worthington v. Alcala, supra, 10 Cal.App.4th at pp. 1409-1410.)

The 1986 report of the Law Revision Commission stated further: "To accommodate cases where the easement holder's nonuse is merely temporary or where the easement is
held for future use, the Commission further recommends that the easement holder be permitted to extend the duration of the easement for a period of 20 years at a time by recording a notice of intent to preserve the easement." (Recommendation Relating to Abandoned Easements, supra, 18 Cal. Law Revision Com. Rep. (1986) p. 262, fn. omitted.) The omitted footnote from the immediately preceding quotation states as follows, "Recordation of a notice of intent to preserve for 20 years would not affect the ability of the servient tenement owner to show an actual abandonment should it occur before expiration of the 20 -year period." (Id. at p. 262, fn. 10.) This is consistent with the language in section 880.310 which states in pertinent part: "(a) If the time within which an interest in real property expires pursuant to this title depends upon recordation of a notice of intent to preserve the interest, a person may preserve the person's interest from expiration by recording a notice of intent to preserve the interest before the interest expires pursuant to this title. Recordation of a notice of intent to preserve an interest in real property after the interest has expired pursuant to this title does not preserve the interest. [f]] (b) Recordation of a notice of intent to preserve an interest in real property does not preclude a court from determining that an interest has been abandoned or is otherwise unenforceable pursuant to other law, whether before or after the notice of intent to preserve the interest is recorded, and does not validate or make enforceable a claim or interest that is otherwise invalid or unenforceable. Recordation of a nolice of intent to preserve an interest in real property creates a presumption affecting the burden of proof that the person who claims the interest has not abandoned and does not intend to abandon the interest." The Law Revision

Commission comment to section 880.310 states in pertinent part, "Subdivision (a) imposes no limit on the number of times a notice of intent to preserve may be recorded; so long as the interest has not expired at the time of recordation, preservation of an interest in perpetuity is possible." (Recommon lation Relating to Marketable Title of Real Property (Nov. 1981) 16 Cal. Law Revision Com. Rep. (1982) p. 431.)

That is precisely what occurred in the present case. Defendants demonstrated as a matter of law that plaintiff lost all of his easement rights. The nonuse of the easement was not temporary. The expiration of those rights had expired prior to the present lawsuit was filed. The Legislature did not intend that an easement having been abandoned could be resurrected by the mere act of recording a late notice. There is no legislative history which supports such a contention. Further, footnote 10 of the 1986 Law Revision Commission report and section 880.310 reflect a clear legislative intent that, when the statutory scheme is construed as a whole, recordation of the notice does not affect the rights of the servient tenement owner once the easement has been extinguished such as occurred in this case. The trial judge correctly denied the late notice recordation request.

## III. DISPOSITION

The judgment is affirmed. Defendants and cross-complainants, Mountain Park Estates Homeowners' Association, the individual homeowner defendants, Mountain Park Estates, Herman H. Rappaport, The Rappaport Company, David E. Kronemyer, and Judith C. Gasson, are to recover their costs on appeal from plaintiff and cross-defendant, Robert A. Eigenbrodt.

## NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

TURNER, P.J.

We concur:

GRIGNON, J.

GODOY PEREZ, J.


[^0]:    From: Claghorn, Richard [mallto:rclaghorn@planning.lacounty.gov]
    Sent: Tuesday, October 16, 2007 7:44 AM
    To: Mindy Commins
    Subject: RE: Plot Plan Applications

[^1]:    From: Mindy Commins [mailto:moommins@schmitzandassoclates.net]
    Sent: Tuesday, October 16, 2007 8:31 AM
    To: Claghorn, Richard
    Cc: Naren Gunasekera; Chris Deleau
    Subject: RE: Plot Plan Applications
    Richard,
    The lotline configuration of these parcels has not changed and $i$ am positive that these applications were not brought downtown for submittal. There has been no change to the parcel configuration or legal access. We are now just trying to submit Zoning Conformance Reviews for Grading Plan Check. Do you know who specifically requested that the hold be put in place on these parcels? It is not clear to us why these holds are in place and as such, we respectfully request that your office accept our ZCR applications. Thank you.

[^2]:    From: Claghorn, Richard [mailto:rclaghorn@planning.lacounty.gov]
    Sent: Tuesday, October 16, 2007 7:44 AM
    To: Mindy Commins
    Subject: RE: Plot Plan Applications

[^3]:    End Of Report

[^4]:    End Of Report

[^5]:    Description: Los Angelas,CA Documant-Year.DocID 2004.2836775 Page: 4 of 4
    Order: cola roc t200400246 Comments

[^6]:    Title_Administrator, Current Planning Division

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[^10]:    Dencription: Los Angeleg, CA Document-Year.DoerD 2004.2836774 Pager 2 of 1
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[^11]:    NOTE: THE INFORMATION CONTAINED IN THIS MEMORANDUM IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENTS NAMED ABOVE. IF THE READER OF THIS MEMO IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR, AND THAT ANY REVEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATIONIN ERROR. PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE BY MAIL. THANK YOU.

[^12]:    NOTE: THE INFORMATION CONTAINED IN THIS MEMORANDUM IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENTS NAMED ABOVE. IF THE READER OF THIS MEMO IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR, AND THAT ANY REVEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS MESSAGE IS STRICTLYMENT INERROR, AND THAT RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE BY MAIL. THANK YOU.

[^13]:    
    HETAL DESCOTMTDON
     Parcel 1:
    
     Bcocration to the Ofictal Fet of sivid land

    Parcel 21

[^14]:    co: Los Angeles County Engineer Kevin Kean \& Assoc. Inc. The Rappaport Co. DRE mont Larry fright:

[^15]:    Deniou Kamioal
    OTARY PUBLIC
    RESIDING IN ORANGE COUNTY
    UNDER THE AUTHORITY CONFERRED BY RESOLUTION DULY AND REGULARLY ADOPTED BY THE BOARD OF SUPERVISORS OF THE LOS ANGELES COUNT flood control district on the 6th day of march, 1962, a Certified COPY OF WHICH WAS RECORDED IN BOOK DI543, PAGE 439, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY, AND AMENDED BY SUPPLEMENTAL RESOLUTION ON THE 23RD DAY OF DECEMBER, 1969 , THE UNDERSIGNED HEREBY ACCEPTS THE INTEREST IN REAL PROPERTY CONVEYED BY TH
    WITHIN DEDICATION OR GRANT TO THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, A GOVERNMENTAL AGENCY AND CONSENTS TO THE RECORDATION ON BEHALF OF SAID DISTRICT:

[^16]:    Deniou Kaminai
    MY COMMISSION EXPIRES:
    RESIDING IN ORANGB COUNTY
    UNDER THE AUTHORITY CONFERRED BY RESOLUTION DULY AND REGULARLY ADOPTED BY THE BOARD OF SUPERVISORS OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT ON THE 6TH DAY OF MARCH, 1962, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK D1543, PAGE 439, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY, AND AMENDED BY SUPPLEMEN-
    TAL RESOLUTION ON THE 23 RD DAY OF DECEMBER, 1969, THE UNDERSIGNED TAL RESOLUTION ON THE $23 R D$ DAY OF DECEMBER, 1969 , THE ONDERSIGNED
    HEREBY ACCEPTS THE INTEREST IN REAL PROPERTY CONVEYED BY THE HEREBY ACCEPTS THE INTERESTO THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, A GOVERNMENTAL AGENCY AND CONSENTS TO THE RECORDA-

[^17]:    -10-

[^18]:    1 The Clerk prepared 23 volumes of the Clerk's Transcript in this case. In the course of preparing the Appellant's Opening Brief, appellant's counsel discovered that a large number of documents were designated by appellant but missing from the Clerk's Transcript. Counsel for appellant and counsel for certain of the respondents located, and appellant reproduced, the missing documents. The missing documents, designated by appellant's counsel as volumes 24,25 and 26 of the Clerk's Transcript, are annexed to the Joint Motion to Augment or Correct the Record, filed concurrently with this Appellant's Opening Brief. All volumes of the now- 26 volumes of the Clerk's Transcript are referred to by volume and page number; e.g., "CT 5:946."

[^19]:    4 The counterclaim made a blanket request for declaratory relief that Eigenbrodt's claims are barred "for all of the reasons alleged in [Mountain Park's] answer to the Complaint as well as because of the reasons alleged herein [.]" (CT 3:486, lines 13-16.) The only use of the word "abandonment" in Mountain Park's answer, however, is found in the last affirmative defense, stating that Eigenbrodt's rights under the Baily-Martin easement were abandoned due to Eigenbrodt's alleged failure "to name, identify or otherwise establish, place or otherwise designate a specific right-of-way under the terms and conditions" of the Baily-Martin easement. (CT 3:472, lines 15-19.) This affirmative defense does not make any mention of statutory abandonment under Civil Code $\S 887.050$, nor to common law abandonment arising from Eigenbrodt's nonuse coupled with the alleged requisite intent. In any event, as appellant discusses below, a floating easement is not fixed until the first use and, therefore, is not deemed to be abandoned because the exact

[^20]:    6 The reporter prepared one volume of the Reporter's Transcript in this case, cited as "RT1." As with the Clerk's Transcript, the Reporter's Transcript omitted items designated by appellant. Appellant has therefore compiled the missing transcripts in a volume designated as "RT2." As with the missing Clerk's Transcript documents, RT2 is annexed to the Joint Motion to Augment or Correct the Record.

[^21]:    7 The Court of Appeal also held that the trial court correctly determined that the easement was not lost by adverse possession, even though previous owners of the servient tenement owned by the Keplers had maintained a fence across it for 17 years, because a gate permitted passage by persons seeking to use the right of way. (199 Cal.App.3d at 1386-1387.)

[^22]:    ${ }^{8}$ The trial court also ruled that Baily's wife abandoned the easement in 1961 when she sold the land to Eigenbrodt. (RT 1:85-86; CT 22:4389, lines 21-22.) There was no evidence in the record whatsoever from Baily's wife concerning her intent, to abandon the Baily-Martin easement. Findings concerning her intent, therefore, are based upon rank speculation and cannot support the judgment in this case.

    Moreover, the logical inference concerning Mrs. Baily's intent is that she did not abandon the easement, since an appurtenant easement can only be lost by the seller if she reserves it to herself, which Mrs. Baily did not do. (5 Miller \& Starr, California Real Estate 2d (1989 ed.) § 15.6, p. 407.) The inference from Baily's wife's conveyance of land to Eigenbrodt without access, therefore, was that she, too, was simply unaware of the easement. Under Civil Code $\S 1084$, a transfer of a thing transfers all of its incidents. Under Civil Code $\$ 1104$, the transfer of real property passes all attached easements. Accordingly, the Baily-Martin easement passed to Eigenbrodt in 1961 because there was no carving out of this easement by Baily's wife.

[^23]:    argument. (Bishop Creek Lodge v. Scira (1996) 46 Cal.App.4th 1721, 1733 [A lis pendens is an instrument providing constructive notice.])

[^24]:    12 Respondents argued the trial court did not have to grant the motion for leave to file the late notice because Eigenbrodt had not offered under Civil Code $\S 887.070$ to post a bond. (CT 26:5700.) This argument is without merit, however, because Eigenbrodt was never offered any opportunity to comply with section 887.070. Instead, his motion for leave was denied as "moot." (CT 21:4223.)

[^25]:    insofar as it is predicated on the existence of an enforceable easement, and the trial court found the easement had been abandoned.

[^26]:    6 The reference in section 887.070 to a "late" notice of intent to preserve an easement is to a notice recorded after an action for statutory abandonment has been commenced.

