

PRELIMINARY REPORT



5000 Van Nuys Blvd., Suite 500
Sherman Oaks, CA 91403

Prelim Number:

**1500-2413267
Amendment C**

Issuing Policies of Fidelity National Title Insurance Company

Fidelity National Title Company
5000 Van Nuys Blvd., Suite 500
Sherman Oaks, CA 91403
Phone No.: 818-881-7800
Fax: 818-776-8528

Title Officer.: Albert Wassif
Email: Team.Albert@fnf.com
Phone No.: (818) 758-5718
Fax No.: (818) 475-5013
File No.: 1500-2413267-AW

Public Administrator Operations
320 West Temple Street
Los Angeles, CA 90012
Attn: Racquel Ching

Ref. No.:

Property: 2485 Kellogg Park Drive, Pomona, CA 91768-2707

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

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

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

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

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

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

Countersigned By:

Authorized Officer or Agent
Cindy Fried

Effective date: March 11, 2025 at 07:30 AM, Amendment C Reissued: March 25, 2025

The form of Policy or Policies of Title Insurance contemplated by this Report is:

ALTA Homeowner's Policy of Title Insurance 2021

ALTA Loan Policy 2021

1. The estate or interest in the Land hereinafter described or referred to covered by this Report is:

A Fee

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

The Los Angeles County Office of the Public Guardian, as Conservator of the Estate of Francis Perez, pursuant to Probate Case No. 23STPB10276

3. The Land referred to in this Report is described as follows:

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

EXHIBIT A
Legal Description

For APN/Parcel ID(s): 8707-004-043

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

LOT 87 OF TRACT NO. 17802, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 456, PAGES 22 TO 27 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTIONS

At the date hereof, items to be considered and exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2025-2026.
2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 07790
[Tax Identification No.:](#) 8707-004-043
Fiscal Year: 2024-2025
1st Installment: \$3,993.00, Paid
2nd Installment: \$3,992.99, Open
Land: \$530,000.00
Improvements: \$107,200.00
Personal Property: \$0.00
Bill No: None shown

3. Supplemental assessment for 2023-2024

1st Installment: \$2,501.35, Delinquent + Penalty \$250.13
Must be paid by: May 31, 2024
2nd Installment: \$2,501.34, Delinquent + Penalty \$260.13
Must be Paid By: September 30, 2024
Bill No.: 23010

4. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
5. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

Note: If said supplementals (if any) are not posted prior to the date of closing, this company assumes no liability for payment thereof.

6. Water rights, claims or title to water, whether or not disclosed by the public records.
7. Any matters arising with regard to assessments of documentary transfer tax related to the measures below.

NOTICE: Certain cities in Los Angeles County impose a documentary transfer tax that is in addition to the Los Angeles County documentary transfer tax of \$.55 per \$500 (\$1.10 per \$1,000) based upon the purchase price or value of the property transferred. Additional transfer tax is imposed by the following cities in Los Angeles County:

Culver City
Los Angeles
Pomona
Redondo Beach
Santa Monica

For details about these taxes, please contact your title officer or escrow officer. Please be advised that, in the City of Santa Monica, effective March 1, 2023, for transfers of property with a sale price or value of \$8,000,000 or more, there will be a new, additional transfer tax of \$5.60 per \$100 (\$56.00 per \$1,000). In the City of Los Angeles, effective April 1, 2023, for transfers of property with a sale price or value of \$5,000,000 up to \$10,000,000, there

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will be a new, additional transfer tax of 4% of the entire sale price or value; for transfers with a sale price or value of \$10,000,000 or more, there will be a new, additional transfer tax of 5.5% of the entire sale price or value.

Effective for transactions on and after July 1, 2024, the new thresholds for ULA will be \$5,150,000.00 (up from \$5,000,001.00) and \$10,300,000.00 (up from \$10,000,001.00). Transactions above \$5,150,000.00 but under \$10,300,000.00 will be assessed at a 4% tax and transactions \$10,300,000.00 and up will be assessed a 5.5% tax.

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

Purpose: Pole lines
Recording No.: [Book 40652, Page 411](#), of Official Records
Affects: The northwesterly 10 feet of said land

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

Recording Date: January 23, 1953
Recording No.: [Book 40804, Page 221](#), of Official Records

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

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

Purpose: Pole lines and conduits
Recording Date: August 6, 1953
Recording No.: [Book 42406, Page 21](#), of Official Records
Affects: The northwesterly 10 feet of said land

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: As shown therein
Affects: Said land

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

Amount: \$190,000.00
Dated: January 13, 2005
Trustor/Grantor: Anna Polischukperez and Francisco Perez wife and husband as J/T
Trustee: Douglas E. Miles, a Licensed Attorney
Beneficiary: JPMorgan Chase Bank, N.A.
Loan No: none shown
Recording Date: February 3, 2005
[Recording No.:](#) [2005-0257739, of Official Records](#)

An assignment of the beneficial interest under said deed of trust which names:

Assignee: NewRez LLC f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing
Loan No.: 682868534
Recording Date: July 20, 2023

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[Recording No:](#) [20230478884, of Official Records](#)

A substitution of trustee under said deed of trust which names, as the substituted trustee, the following

Trustee: Prestige Default Services, LLC
Recording Date: March 15, 2024
[Recording No:](#) [20240170970, of Official Records](#)

A Notice of Default under the terms of said deed of trust

Executed by: NewRez LLC f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing
Recording Date: March 15, 2024
[Recording No:](#) [20240170971, of Official Records](#)

A Notice of trustee's sale under said deed of trust

Executed by: NewRez LLC f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing
Date, Time and Place of Sale: July 25, 2024 at 9:00 AM, Vineyard Ballroom Doubletree Hotel Los Angeles-Norwalk, 13111 Sycamore Drive, Norwalk, CA 90650
Recording Date: June 20, 2024
[Recording No:](#) [20240402769, of Official Records](#)

13. Intentionally Omitted.

14. Intentionally Omitted.

15. Intentionally Omitted.

16. A Notice

Entitled: Notice of Pendency
Recording Date: July 25, 2023
[Recording No:](#) [2023-0489640, of Official Records](#)

17. A pending court action as disclosed by a recorded notice:

Plaintiff: Francis A. Perez
County: Los Angeles
Court: Superior Court
Case No.: 23STPB10276
Nature of Action: Interest of Ownership of said real property
Recording Date: January 26, 2024
[Recording No.:](#) [2024-0058021, of Official Records](#)

The Document Entitled: Order Quieting Title to Real Property

Recording Date: January 23, 2025
[Recording No.:](#) [2025-44474, of Official Records](#)

18. Intentionally Omitted.

END OF EXCEPTIONS

**PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR
INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.**

REQUIREMENTS

1. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Parties

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

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

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

Limited Liability Company: Lupian Family LLC

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing

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

END OF REQUIREMENTS

INFORMATIONAL NOTES

1. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
2. Note: None of the items shown in this report will cause the Company to decline to attach ALTA Endorsement Form 9 to an Extended Coverage Loan Policy, when issued.
3. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Single Family Dwelling, known as 2485 Kellogg Park Drive, City of Pomona, California, to an Extended Coverage Loan Policy.
4. NOTE: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
5. Note: The only conveyances(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Francis Andrew Perez
Grantee: Lupian Family LLC, a California Corporation
Recording Date: July 18, 2023
[Recording No.:](#) [2023-471958, of Official Records](#)
6. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
7. Unless this company is in receipt of WRITTEN instructions authorizing a particular policy, Fidelity Title will AUTOMATICALLY issue the American Land Title Association Homeowner's Policy (02/03/10) for all qualifying residential 1-4 properties/transactions to insure the buyer at the close of escrow.
8. If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
9. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

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10. NOTE: Amended Civil Code Section 2941, which becomes effective on January 1, 2002, sets the fee for the processing and recordation of the reconveyance of each Deed of Trust being paid off through this transaction at \$45.00. The reconveyance fee must be clearly set forth in the Beneficiary's Payoff Demand Statement ("Demand"). In addition, an assignment or authorized release of that fee, from the Beneficiary to the Trustee of record, must be included. An example of the required language is as follows:

The Beneficiary identified above hereby assigns, releases or transfers to the Trustee of record, the sum of \$45.00, included herein as 'Reconveyance Fees', for the processing and recordation of the Reconveyance of the Deed of Trust securing the indebtedness covered hereby, and the escrow company or title company processing this pay-off is authorized to deduct the Reconveyance Fee from this Demand and forward said fee to the Trustee of record or the successor Trustee under the Trust Deed to be paid off in full.

In the event that the reconveyance fee and the assignment, release or transfer are not included within the demand statement, then Fidelity National Title Insurance Company and its Underwritten Agent may decline to process the reconveyance and will be forced to return all documentation directly to the Beneficiary for compliance with the requirements of the revised statute.

11. Note: Part of the RESPA Rule to simplify and Improve the Process of Obtaining Mortgages and Reduce Consumer Settlement Costs requires the settlement agent to disclose the agent and underwriter split of title premiums, including endorsements as follows

Line 1107 is used to record the amount of the total title insurance premium, including endorsements, that is retained by the title agent. Fidelity National Title Company retains 88% of the total premium and endorsements.

Line 1108 used to record the amount of the total title insurance premium, including endorsements, that is retained by the title underwriter. Fidelity National Title Insurance Company retains 12% of the total premium and endorsements.

12. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

END OF INFORMATIONAL NOTES

TRACT NO. 17802 M.B. 456-22-27

FOR PREV. ASSM'T SEE:
8353-16,17 & 18

CODE
7790

07 4
1" = 100'



PIQ

