



Memo

To: Lucas Seibert
Community Development Director
File: 1450 Maricopa Highway SB 330

From: Moe Farrag
Elevated Entitlements
Date: August 3, 2023

Hello Lucas,

Please see our responses in **Bold** underneath your incomplete letter comments dated July 14th, 2023. We have also attached the updated application for your reference. Please let us know if you have any questions or concerns.

Best,

Moe Farrag
Project Planner
Elevated Entitlements
Office: (805) 232-4383
Moe@elvted.com



CITY OF OJAI

Community Development Department

401 South Ventura Street · Ojai · California · 93023
Main (805) 646-5581 · Inspection (805) 646-5581 x 127.
www.ojai.ca.gov

July 14, 2023

TRANSMITTAL VIA EMAIL & USPS

Ojai Cuyama - Church, LLP
10345 West Olympic Boulevard
Los Angeles, CA 93023
skalt@elkinskalt.com
henry@hshmanagement.net
gigi@hshmanagement.net

Elevated Entitlements LLC
Attn: Kevin Kohan
280 East Thousand Oaks Blvd Ste: H
Thousand Oaks, CA 91360
Kevin@elvted.com

RE: **RESPONSE LETTER** (CASE NO. MISC 23-035) | Preliminary Application Pursuant to SB330, the Housing Crisis Act of 2019 – Regarding a preliminary proposal which includes the construction of approximately 2,520 new units (504: Low Income affordable units), ten-story multi-family development spread within nine freestanding high-rise buildings, consisting of residential one-bedroom and one-bathroom units located at 1450 Maricopa Highway (APN No. 019-0-010-021). The zoning for the site is Single-Family Residential, Low Density (R-0-1) and the General Plan Land Use designation is Low Density Residential.

Dear Ojai Cuyama – Church, LLP:

The City of Ojai has received your June 16, 2023 submittal of a preliminary application for a multi-family development project proposal through the SB330 process, pursuant to California Government Code 65589.5 through Government Code 65589.5(d)(5). Upon receipt of the preliminary application staff has **30 calendar days** to notify the applicant, in writing, of the preliminary applications status. Staff has concluded review of the information submitted, and determined the preliminary application to be **incomplete pursuant to California Government Code 65589.5**. The items missing or incomplete items are identified and described further below.

- Provide Property Owner Affidavit, as this portion is incomplete – page 8 of 8 – of the Preliminary Application Form (original application enclosed). The information submitted includes a printed name and signature of Rafael Cababie. The Ventura County property owner records identify the current owner of the subject vacant site as does page 7 of 8 which notes the Property Owner of Record Name: Karty Ojai, LLC. Please clarify and revise to identify the current property owner of record and include a signed application with their signature.

As identified in the first paragraph on page 8 of 8, before the application can be accepted, the owner of the property involved must provide a signature to verify the preliminary Application is being filed with their knowledge and consent. The County Assessor's Office information identifies a different owner than the person who signed the Property Owner Affidavit.

Please see attached Owner Affidavit with property owner's signature. You are correct, the current owner is Karty Ojai, LLC. However, the property is currently in escrow and will be completed by refileing.

- The Assessor Parcel Information is incomplete under No. 1 Project Location. The information provided in the Assessor Parcel Number(s) includes 019010021. This parcel number does not exist in County Assessor records. Please include an APN which matches the street address provided above for the assessor parcel number information; see page 2 of 8 of the Housing Crisis Act of 2019 (SB 330) Preliminary Application Form (Revised April 9, 2020). The submitted application is enclosed.

The APN number provided in the application matches what is available on the County of Ventura GIS parcel viewer (please see attached parcel map for reference). Please provide us with the APN that the City has recorded if you do not accept the County's recorded parcel map.

- Provide information which is identified under No. 7 PARKING. The submitted information responds to this point and reads, "To be determined." Revise and provide information according to the proposed multi-family development use associated with the Ojai Municipal Code Parking and Loading Standards (Title 10, Chapter 2, Article 14 Parking Loading Standards).

Architect will update site plans to show parking calculations.

- Provide clarification to the information identified under No. 8 AFFORDABLE HOUSING INCENTIVES, WAIVERS, CONCESSIONS and PARKING REDUCTIONS. The "Yes" box was checked and under the box a description was provided which reads, "The proposed project will allocate a total of 288 unit of the total 58 units set aside for affordable housing." Clarify and revise this information to be consistent with the proposal and applicable requirements.

Please see the updated Affordable Housing Incentives.

- Include, as discussed below, an application to change the existing zoning and General Plan land use designation as needed to accommodate the proposed project.

Please find attached our attorney's response.

The required information for a complete and full application for a housing development project is attached, but is not intended to be exhaustive. The required information for a complete and full

application for a multi-family housing development project will be provided by City staff at the time the full application is due.

As proposed through the preliminary application submittal to the City of Ojai, the Community Development Department has identified the review and processing of the following discretionary applications as required for the proposed project:

- A Zone Change application,
- A General Plan Amendment application, and
- A Design Review Permit application.

Note, these applications are enclosed.

The project is not consistent with the general plan and zoning for the site. Specifically, the existing zoning for the site is Single-Family Residential, Low Density (R-0-1) and the General Plan Land Use designation is Low Density Residential. The base density allowed in the R-0-1, pursuant to the Ojai Municipal Code Section 10-2.404, Table 2-3, is one dwelling unit per one acre of land. The proposed site is approximately 14.1 acres in area (approximately 220,620 square feet), thus its base density allowance is a maximum of 14 dwelling units.

The preliminary proposal contains 179-times the allowed base density by proposing preliminary application submittal of 2,506-units on the site. The preliminary proposal is approximately 17,900% above the base zoning density allowance of one dwelling unit/acre; pursuant to the R-0-1 zoning designation. The density is not consistent with the subject R-O-1 zoning designation or Low Density Residential through the Land Use Designation of the General Plan. This density is also well above any objective carrying capacity of the project site and any viable density under any applicable local and state laws.

The proposed project plans identify either a nine- or ten-story construction, which includes a height of approximately 143'-8". The reason for the discrepancy between nine- or ten-story is due to the plans including information pertaining to a nine story building and a ten story building; see sheet A-01 PROJECT INFO. The maximum number of stories allowed within the R-O-1 zoning districts is two-stories, which includes a maximum height of 25'-0". The height and number of stories are not consistent with the subject R-O-1 zoning designation or Low Density Residential Land Use Designation of the General Plan.

If/when a full application is submitted to the City, an application for appropriate City approvals for the proposed density on the site must be included because the project's proposed density exceeds the base density allowed under the R-O-1 zoning designation and Low Density Residential General Plan land use designation and the "Builders Remedy" does not apply to the City.

The City's 6th Cycle Housing Element has not yet been certified by the Department of Housing and Community Development; however, certification is expected. The City vigorously disputes any contention that either of its originally adopted and its currently in-effect adopted revised Housing Element do not substantially comply with applicable state law. Substantial compliance, however, is a legal question, not a regulatory determination to be made by the Department of Housing and Community Development, and no final, non-appealable judgment of a court of competent jurisdiction has declared the City's Housing Element to be not substantially compliant with applicable law. The City is confident that its Housing Element meets all statutory requirements and further expects the Department of Housing and Community Development to certify its Housing Element as well. As a result, this application cannot

proceed under the “Builders Remedy” and instead would need to be processed as a standard land use entitlements application for the proposed project, subject to all applicable City requirements, and inclusive of a General Plan amendment and zone change application.

An Initial Study will be required for this project to determine environmental issues associated with this multi-family housing development preliminary proposal. The Initial Study will require the City to circulate a request for proposals (RFP) for environmental services, and from those proposals submitted enter into a contract with a California Environmental Quality Act (CEQA) consultant; at the expense of the applicant.

An estimated cost to process this RFP environmental document is unknown and will be further identified through the proposal once formally submitted. Additional technical documents may be necessary and identified through this RFP process. Staff time and cost recovery is independent of the cost to process the environmental document.

If you have any questions regarding the information above or processing of the project in general, please contact me at (805) 646-5581 x113 or via e-mail at Lucas.Seibert@ojai.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lucas Seibert', written over a faint, illegible background.

Lucas Seibert
Community Development Director

HOUSING CRISIS ACT of 2019 – SB 330

PRELIMINARY APPLICATION FORM

PURPOSE

This form serves as the preliminary application for housing development projects seeking vesting rights pursuant to SB 330, the Housing Crisis Act of 2019.

GENERAL INFORMATION

An applicant for a housing development project that includes (1) residential units (2) a mix of commercial and residential uses with two-thirds of the project's square footage used for residential purposes; or (3) transitional or supportive housing, shall be deemed to have submitted a preliminary application upon provision of all of the information listed in this Preliminary Application form and payment of the permit processing fee to the agency from which approval for the project is being sought.

After submitting this Preliminary Application to the local agency, an applicant has 180 days to submit a full application or the Preliminary Application will expire.

Submittal Date Stamp*^{1,2}:

*¹Submittal of all the information listed and payment of the permit processing fee freezes fees and development standards as of this date, unless exceptions per Government Code § 65889.5(o) are triggered.

*²Note: Record keeping pertaining to which standards and fees apply at date of submittal is imperative, as **penalties may apply for imposing incorrect standards**

Notes:

1. California Environmental Quality Act (CEQA) and Coastal Act standards apply.
2. After submittal of all of the information required, if the development proponent revises the project to change the number of residential units or square footage of construction changes by 20 percent or more, excluding any increase resulting from Density Bonus Law, the development proponent must resubmit the required information so that it reflects the revisions.

SITE INFORMATION

1. **PROJECT LOCATION** - The specific location, including parcel numbers, a legal description, and site address, if applicable.

Street Address _____ Unit/Space Number _____

Legal Description (Lot, Block, Tract) _____ Attached? YES NO

Assessor Parcel Number(s) _____

2. **EXISTING USES** - The existing uses on the project site and identification of major physical alterations to the property on which the project is to be located.

3. **SITE PLAN** - A site plan showing the building(s) location on the property and approximate square footage of each building that is to be occupied.

Attached? YES NO

4. **ELEVATIONS** - Elevations showing design, color, material, and the massing and height of each building that is to be occupied.

Attached? YES NO

5. **PROPOSED USES** - The proposed land uses by number of units and square feet of residential and nonresidential development using the categories in the applicable zoning ordinance.

a. RESIDENTIAL DWELLING UNIT COUNT:

Please indicate the number of dwelling units proposed, including a breakdown of levels by affordability, set by each income category.

	Number of Units
Market Rate	
Managers Unit(s) – Market Rate	
Extremely Low Income	
Very Low Income	
Low Income	
Moderate Income	
Total No. of Units	
Total No. of Affordable Units	
Total No. of Density Bonus Units	

Other notes on units:

6. **FLOOR AREA** - Provide the proposed floor area and square footage of residential and nonresidential development, by building (attach relevant information by building and totals here):

	Residential	Nonresidential	Total
Floor Area (Zoning)			
Square Footage of Construction			

7. **PARKING** - The proposed number of parking spaces:

8. **AFFORDABLE HOUSING INCENTIVES, WAIVERS, CONCESSIONS and PARKING REDUCTIONS** - Will the project proponent seek Density Bonus incentives, waivers, concessions, or parking reductions pursuant to California Government Code Section 65915?

YES NO

If "YES," please describe:

9. **SUBDIVISION** – Will the project proponent seek any approvals under the Subdivision Map Act, including, but not limited to, a parcel map, a vesting or tentative map, or a condominium map?

YES NO

If “YES,” please describe:

10. **POLLUTANTS** – Are there any proposed point sources of air or water pollutants?

YES NO

If “YES,” please describe:

11. **EXISTING SITE CONDITIONS** – Provide the number of existing residential units on the project site that will be demolished and whether each existing unit is occupied or unoccupied. Provide attachment, if needed.

	Occupied Residential Units	Unoccupied Residential Units	Total Residential Units
Existing			
To Be Demolished			

12. **ADDITIONAL SITE CONDITIONS** –

a. Whether a portion of the property is located within any of the following:

i. A very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection, pursuant to Section 51178?

YES NO

ii. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993)?

YES NO

iii. A hazardous waste site that is listed pursuant to Section 65962.5, or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code?

YES NO

iv. A special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by any official maps published by the Federal Emergency Management Agency?

YES NO

v. A delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by any local building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2?

YES NO

vi. A stream or other resource that may be subject to a streambed alteration agreement pursuant to Chapter 6 (commencing with Section 1600) of Division 2 of the Fish and Game Code?

YES NO

If "YES" to any, please describe:

b. Does the project site contain historic and/or cultural resources?

YES NO

If "YES," please describe:

c. Does the project site contain any species of special concern?

YES NO

If "YES," please describe:

- d. Does the project site contain any recorded public easement, such as easements for storm drains, water lines, and other public rights of way?

YES NO

If "YES," please describe:

- e. Does the project site contain a stream or other resource that may be subject to a streambed alteration agreement pursuant to Chapter 6 (commencing with Section 1600) of Division 2 of the Fish and Game Code? Provide an aerial site photograph showing existing site conditions of environmental site features that would be subject to regulations by a public agency, including creeks and wetlands.

YES NO

If "YES," please describe and depict in attached site map:

13. COASTAL ZONE - For housing development projects proposed to be located within the coastal zone, whether any portion of the property contains any of the following:

- a. Wetlands, as defined in subdivision (b) of Section 13577 of Title 14 of the California Code of Regulations.

YES NO

- b. Environmentally sensitive habitat areas, as defined in Section 30240 of the Public Resources Code.

YES NO

- c. A tsunami run-up zone.

YES NO

- d. Use of the site for public access to or along the coast.

YES NO

14. PROJECT TEAM INFORMATION - The applicant's contact information and, if the applicant does not own the property, consent from the property owner to submit the application.

Applicant's Name _____

Company/Firm _____

Address _____ Unit/Space Number _____

City _____ State _____ Zip Code _____

Telephone _____ Email _____

Are you in escrow to purchase the property? YES NO

Property Owner of Record Same as applicant Different from applicant

Name (if different from applicant) _____

Address _____ Unit/Space Number _____

City _____ State _____ Zip Code _____

Telephone _____ Email _____

Optional: Agent/Representative Name _____

Company/Firm _____

Address _____ Unit/Space Number _____

City _____ State _____ Zip Code _____

Telephone _____ Email _____

Optional: Other (Specify Architect, Engineer, CEQA Consultant, etc.) _____

Name _____

Company/Firm _____

Address _____ Unit/Space Number _____

City _____ State _____ Zip Code _____

Telephone _____ Email _____

Primary Contact for Project: Owner Applicant Agent/Representative Other

PROPERTY OWNER AFFIDAVIT

Before the application can be accepted, the owner of each property involved must provide a signature to verify the Preliminary Application is being filed with their knowledge. Staff will confirm ownership based on the records of the City Engineer or County Assessor. In the case of partnerships, corporations, LLCs or trusts, the agent for service of process or an officer of the ownership entity so authorized may sign as stipulated below.

- **Ownership Disclosure.** If the property is owned by a partnership, corporation, LLC or trust, a disclosure identifying the agent for service or process or an officer of the ownership entity must be submitted. The disclosure must list the names and addresses of the principal owners (25 percent interest or greater). The signatory must appear in this list of names. A letter of authorization, as described below, may be submitted provided the signatory of the letter is included in the Ownership Disclosure. Include a copy of the current partnership agreement, corporate articles, or trust document as applicable.
- **Letter of Authorization (LOA).** A LOA from a property owner granting someone else permission to sign the Preliminary Application form may be provided if the property is owned by a partnership, corporation, LLC or trust, or in rare circumstances when an individual property owner is unable to sign the Preliminary Application form. To be considered for acceptance, the LOA must indicate the name of the person being authorized to file, their relationship to the owner or project, the site address, a general description of the type of application being filed and must also include the language in items 1-3 below. In the case of partnerships, corporations, LLCs or trusts, the LOA must be signed by the authorized signatory as shown on the Ownership Disclosure or in the case of private ownership by the property owner. Proof of Ownership for the signatory of the LOA must be submitted with said letter.
- **Grant Deed.** Provide Copy of the Grant Deed if the ownership of the property does not match local records. The Deed must correspond exactly with the ownership listed on the application.
- **Multiple Owners.** If the property is owned by more than one individual (e.g., John and Jane Doe, or Mary Smith and Mark Jones) signatures are required of all owners.

1. I hereby certify that I am the owner of record of the herein previously described property located in _____ which is involved in this Preliminary Application, or have been empowered to sign as the owner on behalf of a partnership, corporation, LLC, or trust as evidenced by the documents attached hereto.
2. I hereby consent to the filing of this Preliminary Application on my property for processing by the Department of _____ for the sole purpose of vesting the proposed housing project subject to the Planning and Zoning ordinances, policies, and standards adopted and in effect on the date that this Preliminary Application is deemed complete.
3. Further, I understand that this Preliminary Application will be terminated and vesting will be forfeited if the housing development project is revised such that the number of residential units or square footage of construction increases or decreases by 20 percent or more, exclusive of any increase resulting from the receipt of a density bonus, incentive, concession, waiver, or similar provision, and/or an application requesting approval of an entitlement is not filed with _____ within 180 days of the date that the Preliminary Application is deemed complete.
4. By my signature below, I certify that the foregoing statements are true and correct.

Signature _____
 Printed Name _____
 Date _____

Signature _____
 Printed Name _____
 Date _____

To: Henry Shahery

From: Kevin Kohan

Elevated Entitlements

File: APN: 019-010-021 in Ojai, CA

Date: April 26, 2023

Reference: Preliminary Due Diligence Memorandum for APN: 019-010-021 in Ojai, CA

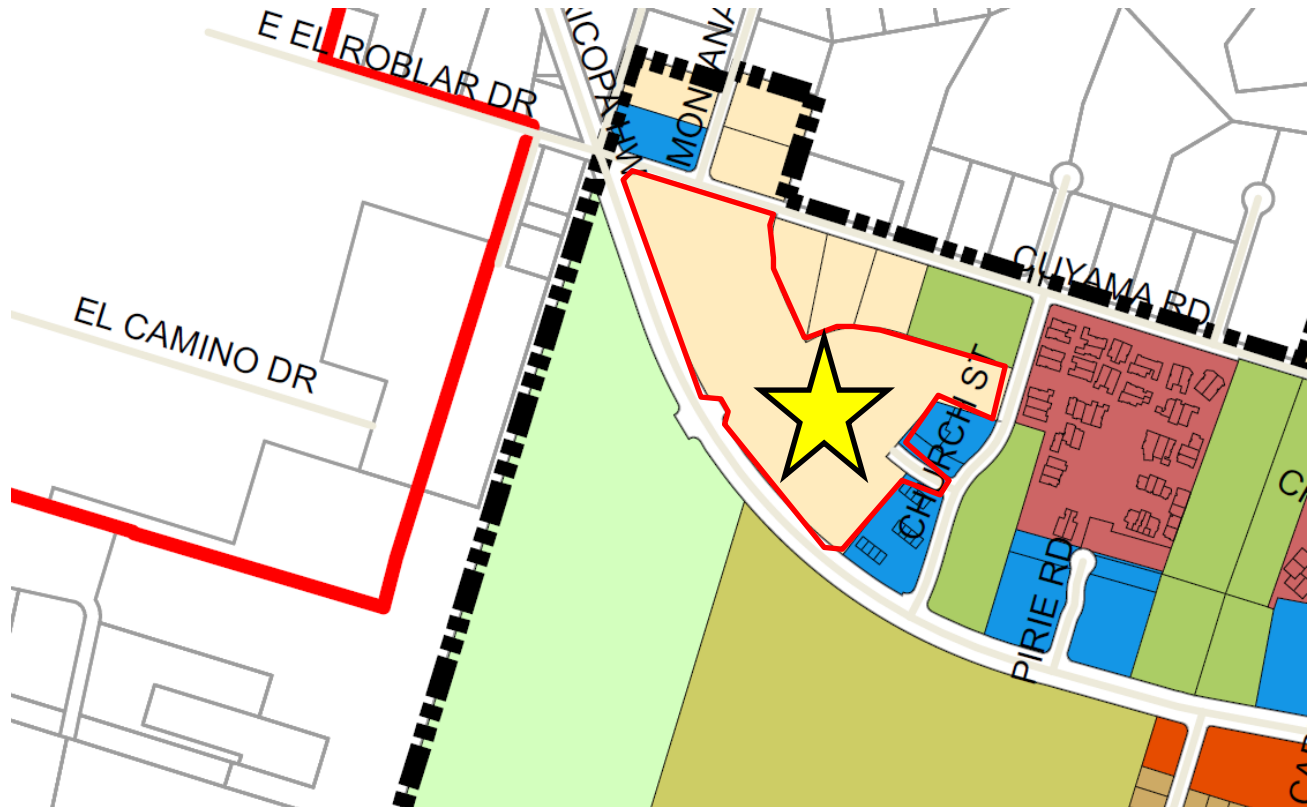


Project Site Information:

- **APN:** 019-010-021
- **Lot Size:** 14.1 Acres or 614,196 Square Feet
- **Zone:** R-0-1 (Single-Family Residential, Low Density)
- **General Plan Land Use Designation:** VLR 0-1 DU/AC (Low Density Residential)
- **County:** Ventura

Reference: *Preliminary Due Diligence Memorandum for APN: 019-010-021 in Ojai, CA*

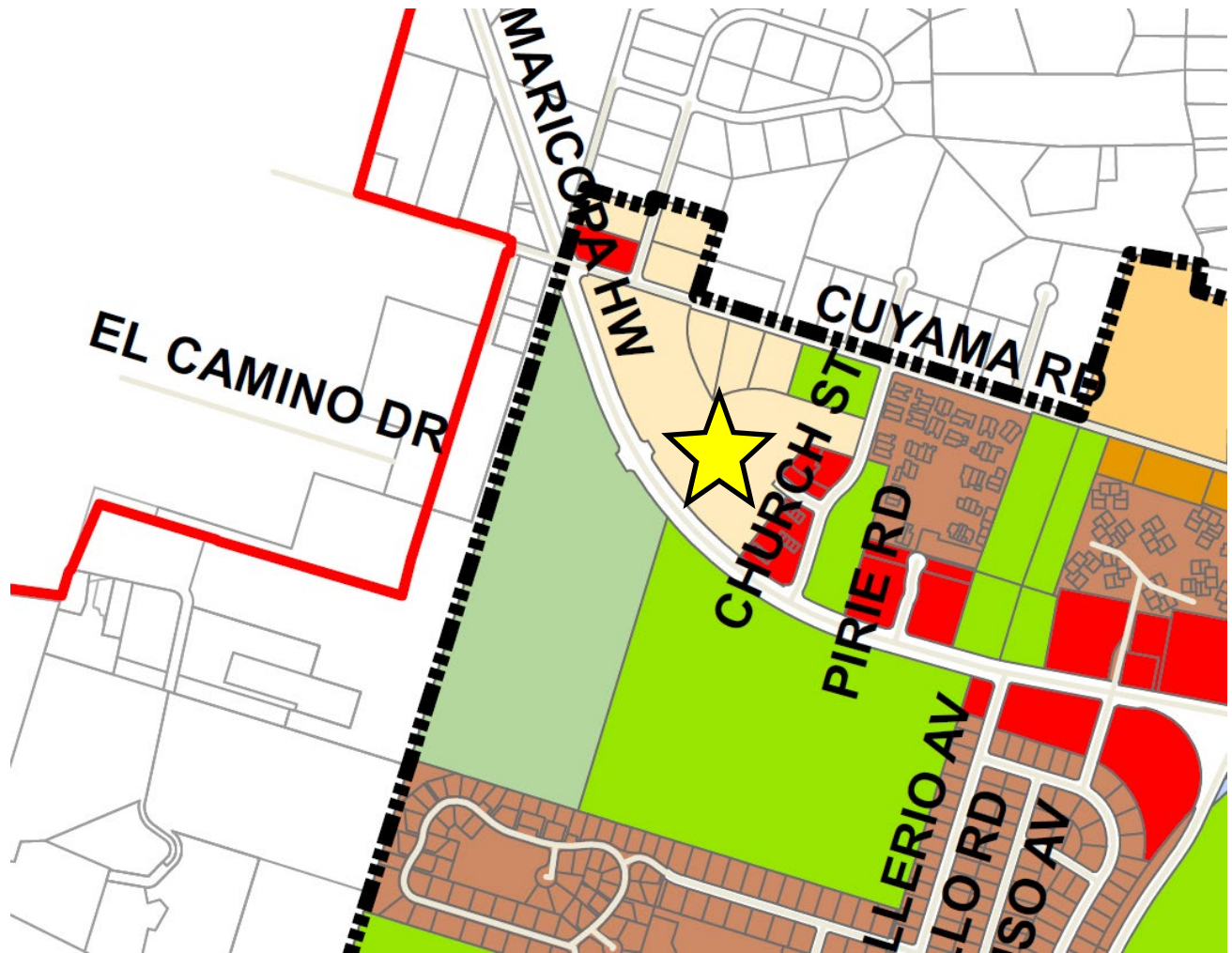
ZONING MAP




R-O-1 (Single-Family Residential, Low Density) District. The R-O-1 Zoning District is intended to provide a transition from very low density, quasi-rural areas to medium density urban areas. The maximum allowable density is one (1) dwelling unit per acre. The R-O-1 Zoning District is consistent with the low-density residential land use designation of the General Plan.

Reference: Preliminary Due Diligence Memorandum for APN: 019-010-021 in Ojai, CA

GENERAL PLAN LAND USE MAP



 VLR 0-1 du/ac

Reference: Preliminary Due Diligence Memorandum for APN: 019-010-021 in Ojai, CA

DEVELOPMENT STANDARDS FOR “R-0-1” ZONE

Development Feature	Requirement by Zoning District			
	R-O-4	R-O-2	R-O-1	R-O-½
Minimum lot size (1)	Minimum area and dimensions for new parcels			
Area	4 acres	2 acres	1 acre	20,000 sf
Width	200 ft	125 ft	100 ft	100 ft
Depth	200 ft	125 ft	100 ft	N/A
Maximum density (2)	1 du/4 acres	1 du/2 acres	1 du/acre	2 du/acre
Setbacks	Minimum setbacks required. See Section 10-2.804 for setback measurement, allowed projections into setbacks, and exceptions to setback requirements.			
Front (3)	40 ft			25 ft (8)
Sides (each) (4)	25 ft		12 ft	12 ft (9)
Rear	25 ft		25 ft (5)	
Site coverage (maximum %) (6)	N/A			35%
Height limit (7)	25 ft, 2 stories (10)(11)		25 ft, 2 stories (10)(11)	
Landscaping	As required by Article 12 (Landscaping Standards)			
Parking	As required by Article 14 (Parking and Loading Standards)			

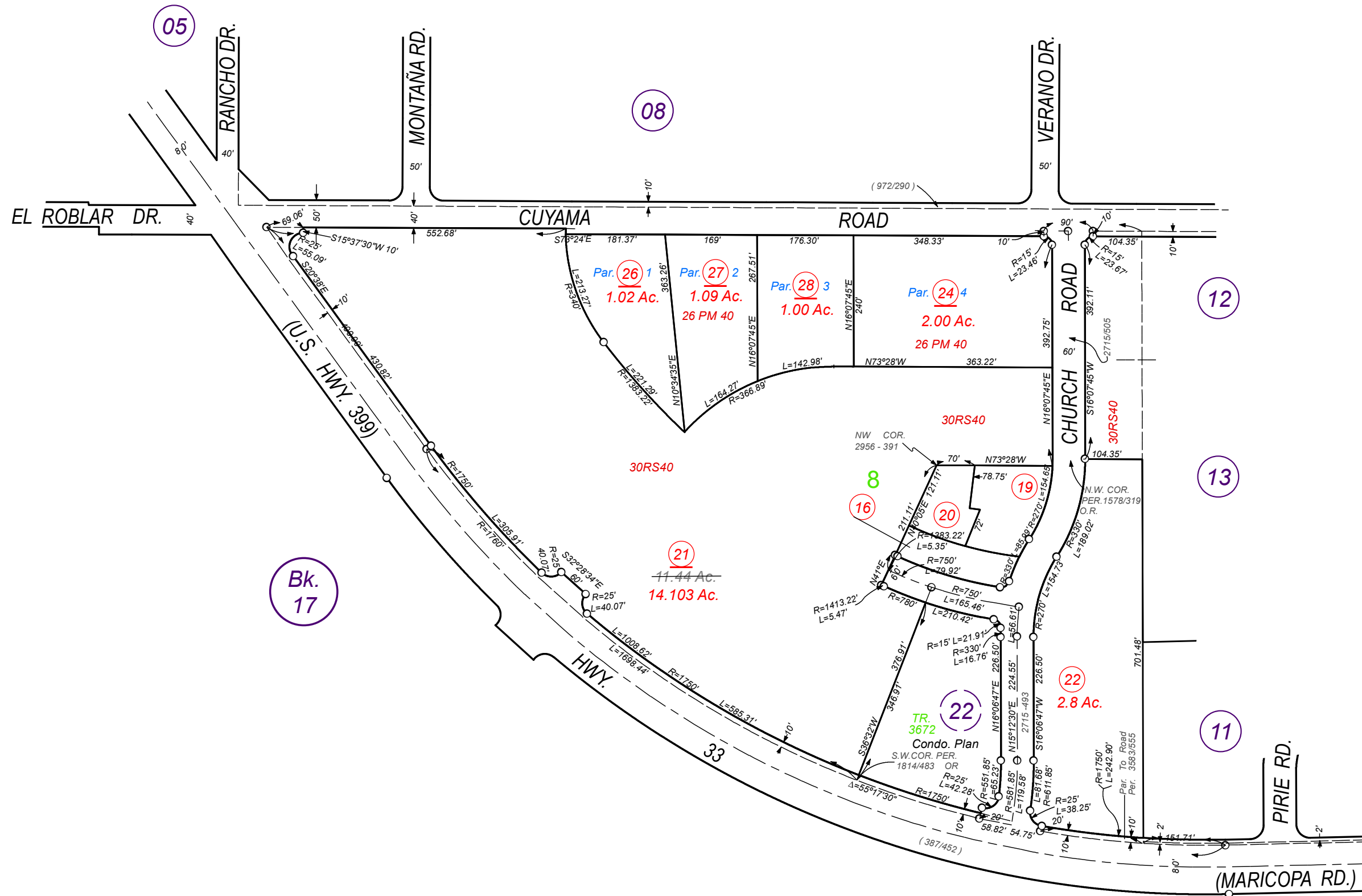
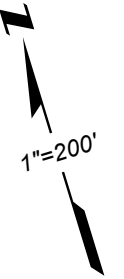
POTENTIAL MULTI FAMILY RESIDENTAIL DEVELOPMENT

- 14.1 Acres / 1 Acre Min Lot Size = **2,520 Multi Family units**
- 2,520 Units X 20% Density Bonus = **504 units set aside as affordable**

RANCHO OJAI, POR. TRACT 8

Tax Rate Area
02017

019-10



Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
Assessor's Mineral Numbers Shown in Squares

DRAWN	REVISED	6-2-2020
REDRAWN	CREATED	
INKED	PLOTTED	EFFECTIVE ROLL
Compiled By Ventura County Assessor's Office		

NOTE: ASSESSOR PARCELS SHOWN ON THIS PAGE
DO NOT NECESSARILY CONSTITUTE LEGAL LOTS
CHECK WITH COUNTY SURVEYOR'S OFFICE OR
PLANNING DIVISION TO VERIFY

CITY OF OJAI
Ventura County Assessor's Map.



First American Title™

First American Title Company

**207 Goode Avenue, Suite 410
Glendale, CA 91203**

California Department of Insurance License No. 151

Dwayne Butler
Commerce Escrow
1055 Wilshire Boulevard, Suite 1000
Los Angeles, CA 90017
Phone: (213)353-4060
Fax: (213)201-5193

Customer Reference: 23-92989-DB

Title Officer: Michelle Pascual / Mina Chin
Phone: (818)550-2501
Fax No.: (866)878-7977
E-Mail: michelle.pascual@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.
Owner: The Wizman Denise Revocable Trust
Property: Vacant Land
Ventura, CA

PRELIMINARY REPORT

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

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

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

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

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based

upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

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

Dated as of June 05, 2023 at 7:30 A.M.

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

To Be Determined

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:

Denise Wunderman Wizman, Trustee of the Denise Wizman Revocable Trust dated February 28, 1992, amended January 10, 2001

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

FEE

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 2023-2024, a lien not yet due or payable.
2. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 2013-1 (OJAI), as disclosed by Notice of Special Tax Lien recorded December 03, 2013 as Instrument No. [2013-195146](#) of Official Records.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. An easement for Road, pipeline and incidental purposes, recorded January 07, 1960 as [Book 1814, Page 483](#) of Official Records.
In Favor of: Doris C. Carty, a Married Woman
Affects: As described therein
5. A document entitled Commercial Condominium Plan Lot No. 1 of Tract No. 3672 recorded February 29, 1984 as Instrument No. [21619](#) of Official Records.

6. An easement for Pipelines, with metering, measuring, regulating and other equipment and incidental purposes, recorded April 27, 1984 as Instrument No. [46047](#) of Official Records.
In Favor of: Southern California Gas Company
Affects: As described therein

The location of the easement cannot be determined from record information.

7. **WE FIND NO OPEN DEED OF TRUST. THE COMPANY WILL REQUIRE SATISFACTORY PROOF, PRIOR TO INSURING THE CONTEMPLATED TRANSACTION, THAT THE SUBJECT PROPERTY IS FREE FROM ANY ENCUMBRANCES. PLEASE PROVIDE THE FOLLOWING:**
 - A. **AN [AFFIDAVIT \(Click Here\)](#), EXECUTED BY ALL THE SELLERS/BORROWERS STATING THAT THE PROPERTY IS FREE AND CLEAR, AND NOTARIZED IN FRONT OF A FIRST AMERICAN APPROVED NOTARY;**
 - B. **THE OWNER STATEMENT FROM THE ESCROW INSTRUCTIONS; AND**
 - C. **A WRITTEN STATEMENT FROM ESCROW CONFIRMING WHO THE PROCEEDS WILL BE DISBURSED TO.**
8. The new lender, **if any**, for this transaction may be a Non-Institutional Lender. If so, the Company will require the Deed of Trust to be signed before a **First American approved notary**.
9. Rights of the public in and to that portion of the land lying within Any road, street and/or highway.
10. Water rights, claims or title to water, whether or not shown by the Public Records.
11. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

12. 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

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable 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. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$161.18, PAID
Penalty: \$0.00
Second Installment: \$161.18, PAID
Penalty: \$0.00
Tax Rate Area: 02017
A. P. No.: 019-0-220-015

2. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$161.18, PAID
Penalty: \$0.00
Second Installment: \$161.18, PAID
Penalty: \$0.00
Tax Rate Area: 02017
A. P. No.: 019-0-220-025

3. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$161.18, PAID
Penalty: \$0.00
Second Installment: \$161.18, PAID
Penalty: \$0.00
Tax Rate Area: 02017
A. P. No.: 019-0-220-035

4. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$161.18, PAID
Penalty: \$0.00
Second Installment: \$161.18, PAID
Penalty: \$0.00
Tax Rate Area: 02017
A. P. No.: 019-0-220-045

5. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$161.18, PAID
Penalty: \$0.00

Second Installment: \$161.18, PAID
Penalty: \$0.00
Tax Rate Area: 02017
A. P. No.: 019-0-220-055

6. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$161.18, PAID
Penalty: \$0.00
Second Installment: \$161.18, PAID
Penalty: \$0.00
Tax Rate Area: 02017
A. P. No.: 019-0-220-065

7. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$161.18, PAID
Penalty: \$0.00
Second Installment: \$161.18, PAID
Penalty: \$0.00
Tax Rate Area: 02017
A. P. No.: 019-0-220-075

8. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$161.18, PAID
Penalty: \$0.00
Second Installment: \$161.18, PAID
Penalty: \$0.00
Tax Rate Area: 02017
A. P. No.: 019-0-220-085

9. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$161.18, PAID
Penalty: \$0.00
Second Installment: \$161.18, PAID
Penalty: \$0.00
Tax Rate Area: 02017
A. P. No.: 019-0-220-095

10. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$161.18, PAID
Penalty: \$0.00
Second Installment: \$161.18, PAID
Penalty: \$0.00
Tax Rate Area: 02017
A. P. No.: 019-0-220-105

11. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$161.18, PAID
Penalty: \$0.00
Second Installment: \$161.18, PAID
Penalty: \$0.00
Tax Rate Area: 02017
A. P. No.: 019-0-220-115

12. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$161.18, PAID
Penalty: \$0.00
Second Installment: \$161.18, PAID
Penalty: \$0.00
Tax Rate Area: 02017
A. P. No.: 019-0-220-125

13. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$161.18, PAID
Penalty: \$0.00
Second Installment: \$161.18, PAID
Penalty: \$0.00
Tax Rate Area: 02017
A. P. No.: 019-0-220-135

14. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$161.18, PAID
Penalty: \$0.00
Second Installment: \$161.18, PAID
Penalty: \$0.00
Tax Rate Area: 02017
A. P. No.: 019-0-220-145

15. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$161.18, PAID
Penalty: \$0.00
Second Installment: \$161.18, PAID
Penalty: \$0.00
Tax Rate Area: 02017
A. P. No.: 019-0-220-155

16. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$161.18, PAID
Penalty: \$0.00
Second Installment: \$161.18, PAID
Penalty: \$0.00
Tax Rate Area: 02017

A. P. No.: 019-0-220-165

17. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$161.18, PAID
Penalty: \$0.00
Second Installment: \$161.18, PAID
Penalty: \$0.00
Tax Rate Area: 02017
A. P. No.: 019-0-220-175

18. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$161.18, PAID
Penalty: \$0.00
Second Installment: \$161.18, PAID
Penalty: \$0.00
Tax Rate Area: 02017
A. P. No.: 019-0-220-185

19. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$161.18, PAID
Penalty: \$0.00
Second Installment: \$161.18, PAID
Penalty: \$0.00
Tax Rate Area: 02017
A. P. No.: 019-0-220-195

20. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment: \$161.18, PAID
Penalty: \$0.00
Second Installment: \$161.18, PAID
Penalty: \$0.00
Tax Rate Area: 02017
A. P. No.: 019-0-220-205

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

22. 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:

None

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.

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Ventura, State of California, described as follows:

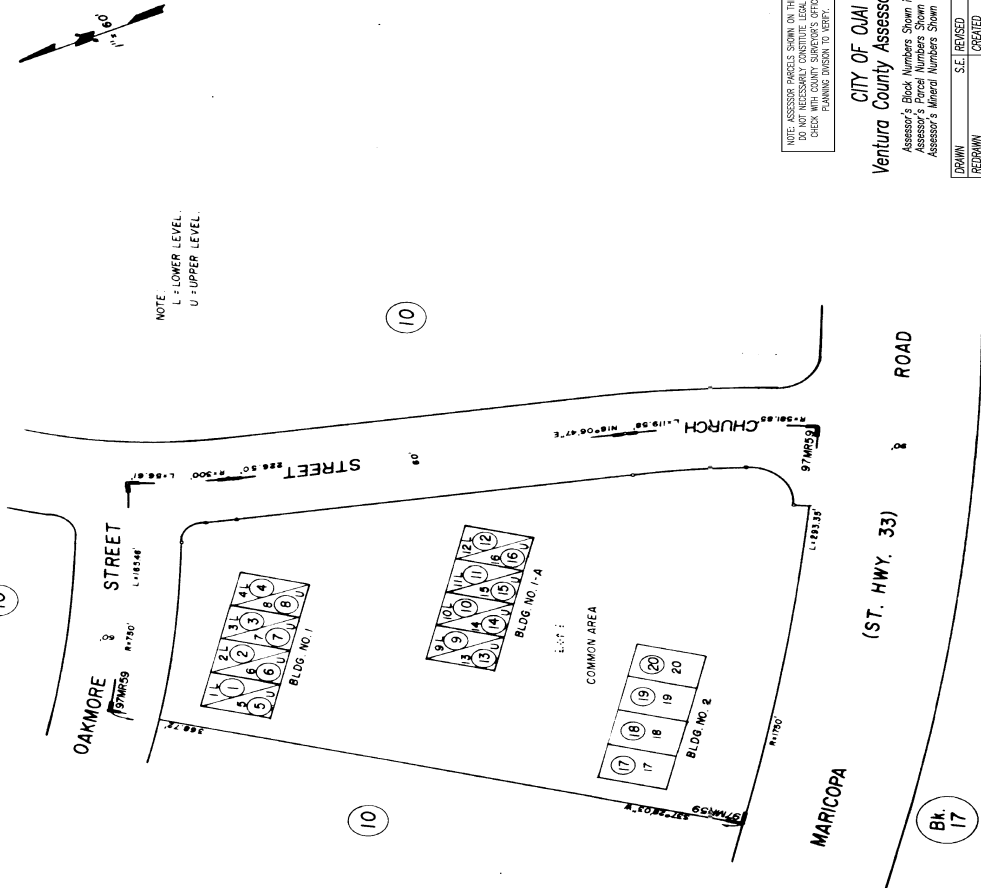
LOT 1 OF TRACT 3672, IN THE CITY OF OJAI, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 97, PAGE 59](#) OF MAPS, ON THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 019-0-220-015
019-0-220-025
019-0-220-035
019-0-220-045
019-0-220-055
019-0-220-065
019-0-220-075
019-0-220-085
019-0-220-095
019-0-220-105
019-0-220-115
019-0-220-125
019-0-220-135
019-0-220-145
019-0-220-155
019-0-220-165
019-0-220-175
019-0-220-185
019-0-220-195 and
019-0-220-205

019-22

Tax Rate Area
02017

RANCHO OJAI, POR. TRACT 8



UNITS ASSIGNED TO THIS PLAN ARE FOR INFORMATION ONLY. THE ASSessor'S OFFICE DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION. CHECK WITH COUNTY SUPERVISOR'S OFFICE OR PLANNING DIVISION TO VERIFY.

CITY OF OJAI
Ventura County Assessor's Map.

Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.
Assessor's Aerial Numbers Shown in Squares.

DRAWN	S.E. REUSED	11-16-2000
RE-DRAWN	CREATED	
INKEO	PLOTTED EFFECTIVE	84-85 ROLL
	PREVIOUS Bk. 18	Parcel Pg. 10
Completed By: Ventura County Assessor's Office		

TRACT 3672, M.R. BK. 97, PG. 59 (CONDO. PLAN 840021619)

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.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)
CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE [(07-01-2021) v. 01.00]
EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown on Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown on Schedule A or \$2,500 (whichever is less)	\$5,000

ALTA OWNER'S POLICY [(07-01-2021) V. 01.00]
CLTA STANDARD COVERAGE OWNER'S POLICY [(02-04-22) V. 01.00]
EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7. The 2021 CLTA Standard Coverage Owner's Policy will include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

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

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

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

uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

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

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

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

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

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

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.