



First American Title™

First American Title Company

1455 Frazee Rd, Suite 710

San Diego, CA 92108

California Department of Insurance License No. 2549-4

Title Officer: Matthew Dishman
Phone: (619)231-4631
Fax No.: (866)497-8905
E-Mail: titleunit9@firstam.com

Buyer:
Owner: Marin Family Trust
Property: Vacant Land AKA, 1152 Tarek Terrace
Vista, CA 92084

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 August 06, 2026 at 7:30 A.M.

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

ALTA/CLTA Homeowner's (EAGLE) Policy of Title Insurance and ALTA Ext Loan Policy if the land described is an improved residential lot or condominium unit on which there is located a one-to-four family residence; or ALTA Standard Owner's Policy (with Western Regional Exceptions) and the ALTA Loan Policy if the land described is an unimproved residential lot or condominium unit.

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:

Israel Marin and Herlinda Marin, Trustees of The Marin Family Trust Dated July 7, 2004

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

A FEE AS TO PARCEL(S) 1 AND 4, AN EASEMENT AS TO PARCEL(S) 2, 3 AND 5

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 2026-2027, a lien not yet due or payable.
2. Assessment liens, if applicable, collected with the general and special taxes, including but not limited to those disclosed by the reflection of the following on the tax roll:

Community Facilities District EMWD INFRASTRC AVAIL.
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.

The Following Matters Affect APN: 172-140-40-00:

4. An easement for INGRESS, EGRESS and incidental purposes in the document recorded FEBRUARY 08, 1956 as [BOOK 5969, PAGE 244](#) of Official Records.

5. An easement for ROAD PURPOSES, A PRIVATE EXCLUSIVE EASEMENT FOR PIPELINE PURPOSES and incidental purposes in the document recorded OCTOBER 29, 1965 as INSTRUMENT NO. [196807](#) of Official Records.
6. A lien for unpaid charges in favor of the RAINBOW MUNICIPAL Water District as evidenced by the document recorded FEBRUARY 25, 2026 as INSTRUMENT NO. [26-52170](#) of Official Records.

Against: ISRAEL MARIN
Amount: \$3,240.66, and any other amounts due thereunder.

7. Any easements and/or servitudes affecting easement parcel(s) 2 AND 3 herein described.

The Following Matters Affect [APN: 172-140-51-00](#):

8. An offer of dedication for PUBLIC RIGHT OF WAY PURPOSES and incidental purposes, recorded FEBRUARY 03, 1975 as INSTRUMENT NO. [24852](#) of Official Records.
To: COUNTY OF SAN DIEGO
9. Any and all offers of dedications, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description including but not limited to: PRIVATE ROAD AND UTILITY, SUBJECT TO INUNDATION BY 100 YEAR FLOOD and incidental purposes affecting said land.
10. An easement for INGRESS AND EGRESS, ROAD AND UTILITY PURPOSES INCLUDING BUT NOT LIMITED TO ELECTRIC POWER, TELEPHONE, GAS, WATER, SEWER AND CABLE TELEVISION LINES and incidental purposes in the document recorded NOVEMBER 13, 1995 as INSTRUMENT NO. [95-513711](#) of Official Records.
11. An easement for UNDERGROUND FACILITIES AND APPURTENANCES FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATION FACILITIES AND APPURTENANCES and incidental purposes in the document recorded MAY 29, 2015 as INSTRUMENT NO. [15-273103](#) of Official Records.

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

12. Lien for A CODE VIOLATION in favor of COUNTY OF SAN DIEGO'S PLANNING AND DEVELOPMENT SERVICES THE OFFICE OF REVENUE AND RECOVERY
Against: AARON MARIN & ISRAEL MARIN
Amount: \$300.00
Recorded: AUGUST 14, 2025 as INSTRUMENT NO. [25-223429](#) of Official Records.

13. Lien for A CODE VIOLATION in favor of COUNTY OF SAN DIEGO'S PLANNING AND DEVELOPMENT SERVICES THE OFFICE OF REVENUE AND RECOVERY
Against: AARON MARIN & ISRAEL MARIN
Amount: \$750.00
Recorded: AUGUST 28, 2025 as INSTRUMENT NO. [25-238822](#) of Official Records.

14. Lien for A CODE VIOLATION in favor of COUNTY OF SAN DIEGO'S PLANNING AND DEVELOPMENT SERVICES THE OFFICE OF REVENUE AND RECOVERY
Against: AARON MARIN & ISRAEL MARIN
Amount: \$1,500.00
Recorded: FEBRUARY 20, 2026 as INSTRUMENT NO. [26-46728](#) of Official Records.

15. A lien for unpaid charges in favor of the RAINBOW MUNICIPAL Water District as evidenced by the document recorded FEBRUARY 25, 2026 as INSTRUMENT NO. [26-52172](#) of Official Records.

Against: ISRAEL MARIN
Amount: \$14,615.54, and any other amounts due thereunder.

16. Lien for A CODE VIOLATION in favor of COUNTY OF SAN DIEGO'S PLANNING AND DEVELOPMENT SERVICES THE OFFICE OF REVENUE AND RECOVERY
Against: AARON MARIN & ISRAEL MARIN
Amount: \$750.00
Recorded: MAY 13, 2026 as INSTRUMENT NO. [26-136792](#) of Official Records.

17. Lien for A CODE VIOLATION in favor of COUNTY OF SAN DIEGO'S PLANNING AND DEVELOPMENT SERVICES THE OFFICE OF REVENUE AND RECOVERY
Against: AARON MARIN & ISRAEL MARIN
Amount: \$1,500.00
Recorded: AUGUST 05, 2026 as INSTRUMENT NO. [26-226166](#) of Official Records.

18. Any easements and/or servitudes affecting easement parcel(s) 5 herein described.

The Following Matters Affect BOTH APNS:

19. An easement for LAYING INSTALLING, CONSTRUCTING AND MAINTAINING WATER TRANSMISSION MAINS AND WATER DISTRIBUTION LATERALS and incidental purposes in the document recorded JANUARY 27, 1956 as [BOOK 5956, PAGE 384](#) of Official Records.

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

20. The effect of a document entitled "NOTICE OF ABANDONMENT OF EASEMENTS", recorded OCTOBER 04, 2022 as INSTRUMENT NO. [22-387120](#) of Official Records.

21. A deed of trust to secure an original indebtedness of \$400,000.00 recorded JULY 27, 2023 as INSTRUMENT NO. [23-200679](#) OF OFFICIAL RECORDS.

Dated: JULY 14, 2023

Trustor: AARON MARIN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY TO AN UNDIVIDED 50% INTEREST, AND ISRAEL MARIN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY TO AN UNDIVIDED 50% INTEREST, AS TENANTS IN COMMON

Trustee: STEWART TITLE OF CALIFORNIA

Beneficiary: DAVID M. LITTLE AND SHERRY L. LITTLE, AS TRUSTEE(S) OF THE DAVID M. LITTLE FAMILY TRUST AGREEMENT, DATED MAY 2, 1996

- a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, the company will require the following for review prior to the recordation of any documents or the issuance of any policy of title insurance:
 - i. Original note and deed of trust.
 - ii. Payoff demand statement signed by all present beneficiaries.
 - iii. Request for reconveyance or substitution of trustee and full reconveyance must be signed by all present beneficiaries and must be notarized by a First American approved notary.
- b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.
- c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.

A document recorded JULY 24, 2026 as INSTRUMENT NO. [26-212381](#) OF OFFICIAL RECORDS provides that ZENITH TRUSTEE SERVICES was substituted as trustee under the deed of trust.

The effect of a document entitled "FULL RECONVEYANCE", recorded JULY 24, 2026 as INSTRUMENT NO. [26-212382](#) of Official Records.

Note: The Company will require satisfactory proof of full payment of the debt secured by said mortgage or deed of trust prior to removing this exception or insuring the contemplated transaction.

22. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as AARON MARIN. The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.
23. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.

24. 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**.
25. **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.**
26. Water rights, claims or title to water, whether or not shown by the Public Records.

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

27. 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 2025-2026.

First Installment:	\$3,606.33, PAID
Penalty:	\$0.00
Second Installment:	\$3,606.33, PAID
Penalty:	\$370.63
Tax Rate Area:	57109
A. P. No.:	172-140-51-00

2. General and special taxes and assessments for the fiscal year 2025-2026.

First Installment:	\$2,137.58, PAID
Penalty:	\$0.00
Second Installment:	\$2,137.58, PAID
Penalty:	\$223.75
Tax Rate Area:	57109
A. P. No.:	172-140-40-00

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

4. 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 28, 2026 as INSTRUMENT NO. [26-215677](#) of Official Records.

From:	AARON MARIN, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY AND ISRAEL MARIN, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY
To:	ISRAEL MARIN AND HERLINDA MARIN, TRUSTEES OF THE MARIN FAMILY TRUST DATED JULY 7, 2004

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title 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 San Diego, State of California, described as follows:

Parcel 1: (APN: [172-140-40-00](#))

The West Half of the Southwest Quarter of the Southwest Quarter of Section 2, Township 11 South, Range 3 West, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof.

EXCEPTING THEREFROM the South 10 acres of said West Half of the Southwest Quarter of the South West quarter of said Section 2.

Parcel 2:

An easement and right of way for road purposes over a portion of Sections 2, 3, 10 and 11, Township 11 South, Range 3 West, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof, described as follows:

Easement Parcel "A"

A strip of land 40.00 feet in width; The center line being described as follows:

Beginning at the Southeast corner of the West Half of the Southwest Quarter of the Southwest Quarter of said Section 2; thence South 89°37'50" East, 329.30 feet to a point on the South line of said Section 2, distant thereon North 89°37'50" West, 1562.83 feet from the Southeast corner of the Southwest Quarter of said Section 2; thence South 71°19'10" West, 487.98 feet; thence South 68°34'10" West, 407.56 feet to a point which bears South 79°28'50" East, 112.84 feet from a point in the West line of said Section 11, distant thereon South 00°29'08" West, 288.98 feet from the Northwest corner of said Section 11; thence North 79°28'50" West, 122.84 feet to said point in said West line; thence North 79°28'50" West, 405.90 feet; thence North 55°02'50" West, 203.33 feet; thence North 74°39'50" West, 131.85 feet; thence South 55°50'10" West, 325.85 feet; thence South 18°44'10" West, 244.58 feet; thence South 37°18'00" West, 326.27 feet; thence North 66°50'50" West, 25.62 feet; To a point "A" of this description said point being in the center line of a 60.00 foot easement and right of way for road purposes.

Easement Parcel "B"

A strip of land 60.00 feet in width, the centerline being described as follows:

Beginning at Point "A" above described; thence North 03°09'10" East, 273.86 feet to a point which bears South 81°54'50" East, 96.51 feet from a point in the West line of the Northeast Quarter of the Northeast Quarter of said Section 10, distant thereon South 00°45'42" West, 420.00 feet from the Northwest corner thereof; thence North 81°54'50" West, 96.51 feet to said point in said West line being also in the center line of that certain easement and right of way 60.00 feet wide, as described in deed to Charles F. Brass, recorded May 4, 1956, as Document No. [61862](#), in Book 6088, Page 196 of Official Records; thence along said center line, as described in said deed, as follows: North 81°54'50" West, 220.00 feet; North 11°37'30" West 817.97 North 16°41'30" West 250.00 feet; North 20°32'30" East 224.89 feet; North 35°15'30" West 289.90 feet; North 44°18'30" West 174.81 feet; North 23°58'30" West 262.20 feet; North 11°15'30" East 234.43 feet; North 26°59'30" East 243.50 feet; North 04°33'30" West 116.57 feet; North 27°29'30" West 256.17 feet; North 38°18'00" West 241.55 feet; North 47°51'30" West 343.80 feet; North

26°50'30" West 135.42 feet; North 07°57'30" West 1024.05 feet; North 12°44'00" East, 228.44 feet to a point in the center line of Gopher Canyon Road, as now traveled.

Parcel 3:

An easement and right of way for road purposes over, along and across the Easterly 40.00 feet of the South 10 acres of the West Half of the Southwest Quarter of the Southwest Quarter of Section , Township 11 South, Range 3 West, San Bernardino Meridian, in the County of San Diego, State of California, according to the Official Plat thereof.

Parcel 4: (APN: [172-140-51-00](#))

Parcel 2 together with a portion of Parcel 3 of PARCEL MAP NO. [3479](#), in the County of San Diego, State of California, filed in the Office of the County Recorder Of San Diego County, February 6, 1975 as Instrument No. [75-28151](#) of Official Records, as described in Certificate of Compliance recorded December 22, 1980 as Instrument No. [80-429373](#) of Official Records, more particularly described as follows;

Beginning at the Southwesterly corner of said Parcel 2: thence, along the boundary of said Parcel 2, North 0°36'28" East, 1100.00 feet; thence South 89°23'32" East, 200.00 feet; thence South 59°25'42" East, 439.23 feet; thence South 16°23'38" West, 295.63 feet to the beginning of a tangent 250.00 foot radius curve, concave Easterly; thence Southwesterly, Southerly and Southeasterly, along an arc of said curve, through a central angle of 65°59'58", a distance of 287.98 feet; thence, tangent to said curve, South 49°36'20" East, 119.52 feet to a point which lies North 49°36'20" West, 393.63 feet from the most Easterly corner of said Parcel 2, thence, leaving the boundary of said Parcel 2, North 63°41'25" East, 110.84 feet; thence South 88°47'15" East, 506.95 feet to the Easterly line of said Parcel 3, thence, along said Easterly line, South 1°14'52" West, 294.39 feet to the Southeasterly corner of said PARCEL MAP NO. [3479](#), thence, along the Southerly line of said PARCEL MAP NO. [3479](#), North 89°50'32" West, 1275.03 feet to the Southwesterly corner of said Parcel 2 and the Point of Beginning.

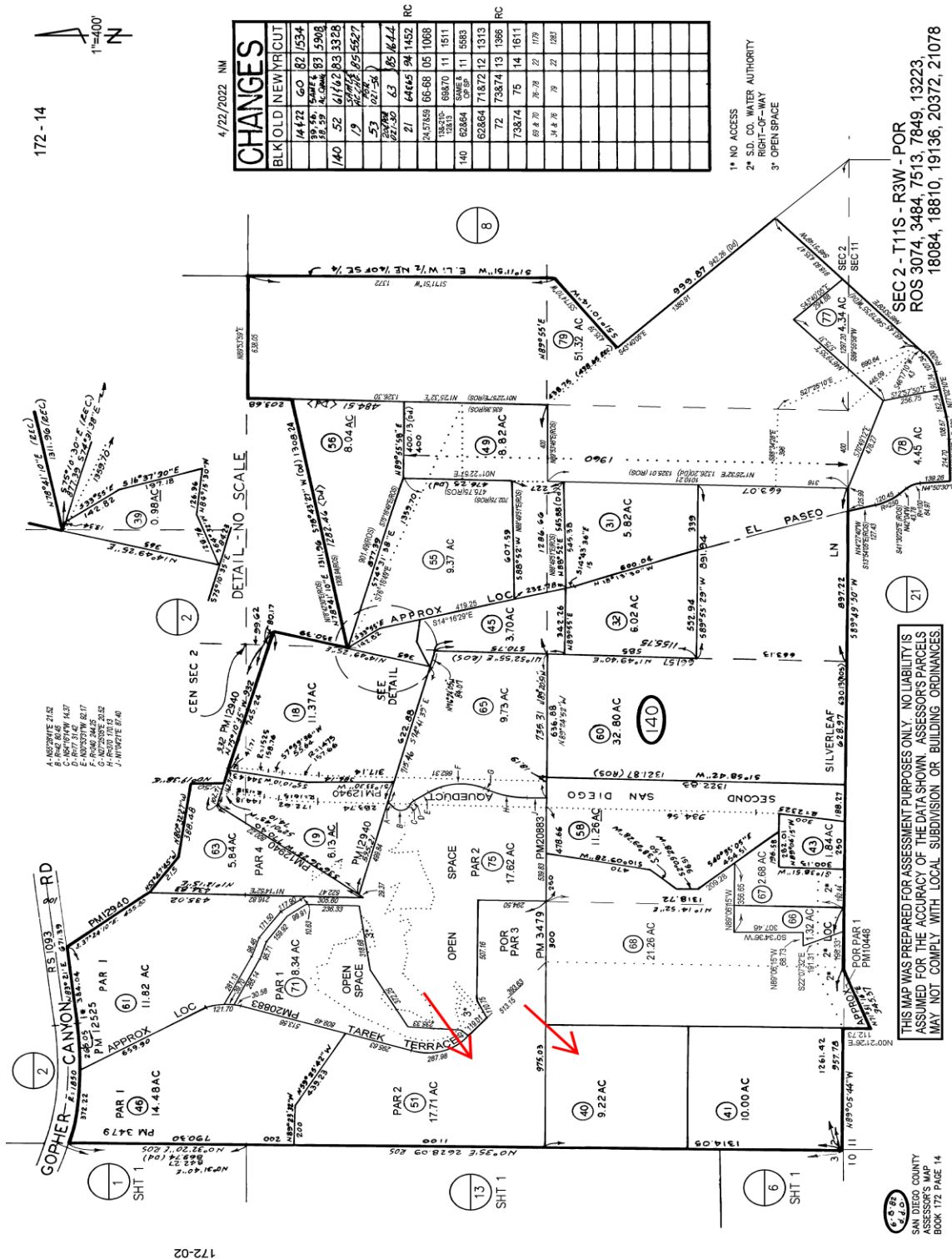
Parcel 5:

An easement and right of way for ingress and egress, road and utility purposes including, but not limited to, electric power, telephone, gas, water, sewer and cable television lines and appurtenances thereto, together with the right and power to convey the same to others over, under along and across that certain strip of land shown and designated as "proposed 60' private road and utility easement" on PARCEL MAP NO. [3479](#), in the County of San Diego, State of California, filed in the Office of the County Recorder of San Diego County, February 6, 1975 as Instrument No. [75-28151](#) of Official Records.

EXCEPTING THEREFROM that portion lying within Parcel 4 hereinabove described.

The easement and right of way hereinabove described is hereby declared to be appurtenant to and for the use and benefit of all or any portion of said PARCEL MAP NO. [3479](#).

[APN: 172-140-51-00](#) and [172-140-40-00](#)



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