



First American Title™

First American Title Company

4750 Willow Road, Suite 275

Pleasanton, CA 94588

California Department of Insurance License No. 151

Escrow Officer: Tammi Buna
Phone: (925)201-6674
Fax No.: (866)648-7806
E-Mail: TBuna@firstam.com

Title Officer: Ariane Howell
Phone: (925)750-6872
Fax No.:
E-Mail: arhowell@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Owner: Trimark Communities
Property: APNs: 254-030-110-000 through, 254-030-190-000
Unincorporated area, 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 April 25, 2023 at 7:30 A.M.

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

ALTA Extended Loan Policy - 2006

ALTA Extended Owner Policy - 2006

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:

TRIMARK COMMUNITIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, SUBJECT TO ITEM NO. 16

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 supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. The terms and provisions contained in the document entitled "Development Agreement" recorded December 20, 1994 as Instrument No. [94136021](#) of Official Records.

Document(s) declaring modifications thereof recorded December 20, 1994 as Instrument No. [94136022](#); October 18, 1996 as Instrument No. [96106282](#); October 18, 1996 as Instrument No. [96106283](#); October 18, 1996 as Instrument No. [96106284](#); October 18, 1996 as Instrument No. [96106285](#); October 18, 1996 as Instrument No. [96106286](#); October 18, 1996 as Instrument No. [96106287](#); October 18, 1996 as Instrument No. [96106288](#); October 18, 1996 as Instrument No. [96106289](#); December 17, 1997 as Instrument No. [97124552](#); March 2, 1998 as Instrument No. [98024300](#); March 2, 1998 as Instrument No. [98024301](#); March 2, 1998 as Instrument No. [98025434](#); June 3, 1998 as Instrument No. [98064518](#); December 1, 1998 as Instrument No. [98143598](#); December 1, 1998 as Instrument No. [98143599](#); January 11, 2000 as Instrument No. [00003144](#); December 27, 2000 as Instrument No. [00153355](#); March 27, 2002 as Instrument No. [2002-052504](#) & [052505](#) and re-recorded June 27, 2002 as Instrument No. [2002-109801](#) & [109802](#) , all of Official Records.

4. The terms and provisions contained in the document entitled "School Facilities Impact Mitigation Agreement" recorded December 11, 1998 as Instrument No. [98148449](#) of Official Records.
5. The terms and provisions contained in the document entitled "School Facilities Impact Mitigation Agreement" recorded March 10, 2000 as Instrument No. [00-025714](#) of Official Records.
6. The terms and provisions contained in the document entitled "Easement Agreement" recorded February 28, 2001 as Instrument No. [01028906](#) of Official Records.
7. The terms and provisions contained in the document entitled "Easement Agreement" recorded February 28, 2001 as Instrument No. [01028907](#) of Official Records.
8. The terms and provisions contained in the document entitled "Easement Agreement" recorded August 2, 2001 as Instrument No. [01124088](#) of Official Records.
9. Abutter's rights of ingress and egress to or from Arnaudo Boulevard, have been dedicated or relinquished on the filed Map as [Book 36, Page 54](#).

(Affects Lots 5 and 13)
10. Abutter's rights of ingress and egress to or from Mountain House Parkway, have been dedicated or relinquished on the filed Map as [Book 36, Page 54](#).

(Affects Lots 9 through 13)
11. Abutter's rights of ingress and egress to or from De Anza Boulevard, have been dedicated or relinquished on the filed Map as [Book 36, Page 54](#).

(Affects Lots 5 and 8)
12. Abutter's rights of ingress and egress to or from Wicklund Crossing Way, have been dedicated or relinquished on the filed Map as [Book 36, Page 54](#).

(Affects Lots 8 and 9)

13. Covenants, conditions, restrictions and easements in the document recorded December 4, 2002 as Instrument No. [2002-217750](#) of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Document(s) declaring modifications thereof recorded April 11, 2003 as Instrument No. [2003-077799](#) of Official Records.

Document(s) declaring modifications thereof recorded June 17, 2003 as Instrument No. [2003-131574](#) of Official Records.

A declaration of annexation recorded November 13, 2003 as Instrument No. [2003-262575](#) of Official Records but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

14. An easement shown or dedicated on the Map as referred to in the legal description

For: Private access, emergency vehicle access, public utility, landscape, private street, and incidental purposes.

15. The following matters shown or disclosed by the filed or recorded map referred to in the legal description:

SEWER AND WATER TREATMENT PLANTS SHALL BE DEEMED OPERATIONAL PRIOR TO THE ISSUANCE OF ANY PERMITS FOR CONSTRUCTION OF BUILDINGS.

TRAFFIC IMPACT MITIGATION FEES WILL BE REQUIRED AT THE TIME OF DEVELOPMENT.

IF DEVELOPMENT IMPACT FEES FOR SEWER AND/OR STORM DRAIN FACILITIES ARE REQUIRED, SUCH FEES SHALL, AT LEAST 30 DAYS PRIOR TO SUBMITTAL OF THE "SMALL LOT" TENTATIVE MAP FOR NEIGHBORHOOD F, BE ADOPTED BY THE MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT AND BY SAN JOAQUIN COUNTY, IF APPLICABLE, IN ACCORDANCE WITH SUBDIVISION MAP ACT SECTION 66483; AND PRIOR TO APPROVAL OF THE "SMALL LOT" TENTATIVE MAP FOR NEIGHBORHOOD F, ALL OTHER REQUIRED FEES SHALL BE ADOPTED.

ALL REQUIREMENTS SPECIFIED IN EXHIBIT D OF THE MOUNTAIN HOUSE DEVELOPMENT AGREEMENT, THE MASTER PLAN, AND THE SPECIFIC PLAN I THAT ARE TO BE FULFILLED PRIOR TO THE FIRST DEVELOPMENT PERMIT SHALL BE SATISFIED BEFORE ANY ADDITIONAL SUBDIVISION OR DEVELOPMENT CAN OCCUR ON PARCELS SHOWN ON THE FINAL MAP, UNLESS WAIVED BY THE BOARD OF SUPERVISORS. AT THE TIME THE LOTS ARE RESUBDIVIDED, ADDITIONAL CONDITIONS MAY BE IMPOSED TO REFLECT DEVELOPMENT CONDITIONS, PATTERN, AND DENSITY.

16. The effect of a document entitled "Quitclaim Deed", recorded September 15, 2022 as Instrument No. [2022-108466](#) of Official Records.

The requirement the document is recorded to include a complete and correct legal description.

(Affects Lot 7)

17. The lack of a right of access to and from the land.
18. Water rights, claims or title to water, whether or not shown by the Public Records.
19. Rights of parties in possession.
20. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.

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

21. With respect to TRIMARK COMMUNITIES, LLC, a California limited liability company:
- a. A copy of its operating agreement or similar document and any amendments thereto;
 - b. A official copy of its articles of organization or similar incorporation document and any corrections, amendments or restatements thereto;
 - c. Evidence that the limited liability company is properly formed and is in good standing in the state of its domicile;
 - d. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
22. An ALTA/NSPS survey of recent date which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys.

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.

Lot	APN	TRA	1st Half, STATUS	Penalty	2nd half, STATUS	Penalty
5	254-030-110-000	092018	\$2,238.50, PAID	\$0.00	\$2,238.50, PAID	\$0.00
6	254-030-120-000	092018	\$4,475.99, PAID	\$0.00	\$4,475.99, PAID	\$0.00
7	254-030-130-000	092018	\$4,416.79, PAID	\$0.00	\$4,416.79, PAID	\$0.00
8	254-030-140-000	092018	\$2,297.69, PAID	\$0.00	\$2,297.69, PAID	\$0.00
9	254-030-150-000	092018	\$1,850.03, PAID	\$0.00	\$1,850.03, PAID	\$0.00
10	254-030-160-000	092018	\$2,877.80, PAID	\$0.00	\$2,877.80, PAID	\$0.00
11	254-030-170-000	092018	\$3,244.78, PAID	\$0.00	\$3,244.78, PAID	\$0.00
12	254-030-180-000	092018	\$2,818.59, PAID	\$0.00	\$2,818.59, PAID	\$0.00
13	254-030-190-000	092018	\$2,262.15, PAID	\$0.00	\$2,262.15, PAID	\$0.00

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

3. 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 12, 2022 as Instrument No. [2022-084944](#) of Official Records.

From: TRIMARK COMMUNITIES, LLC, a California limited liability company
To: SUNCHASER REAL ESTATE ONE LLC, a Delaware limited liability company

Document re-recorded September 15, 2022 as Instrument No. [2022-108488](#) of Official Records.

(Affects Lot 7)

A document recorded September 15, 2022 as Instrument No. [2022-108466](#) of Official Records.

From: SUNCHASER REAL ESTATE ONE LLC, a Delaware limited liability company
To: TRIMARK COMMUNITIES, LLC, a California limited liability company

(Affects Lot 7)

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:

None

(Affects Lots 5, 6 and 8 through 13)

5. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

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.

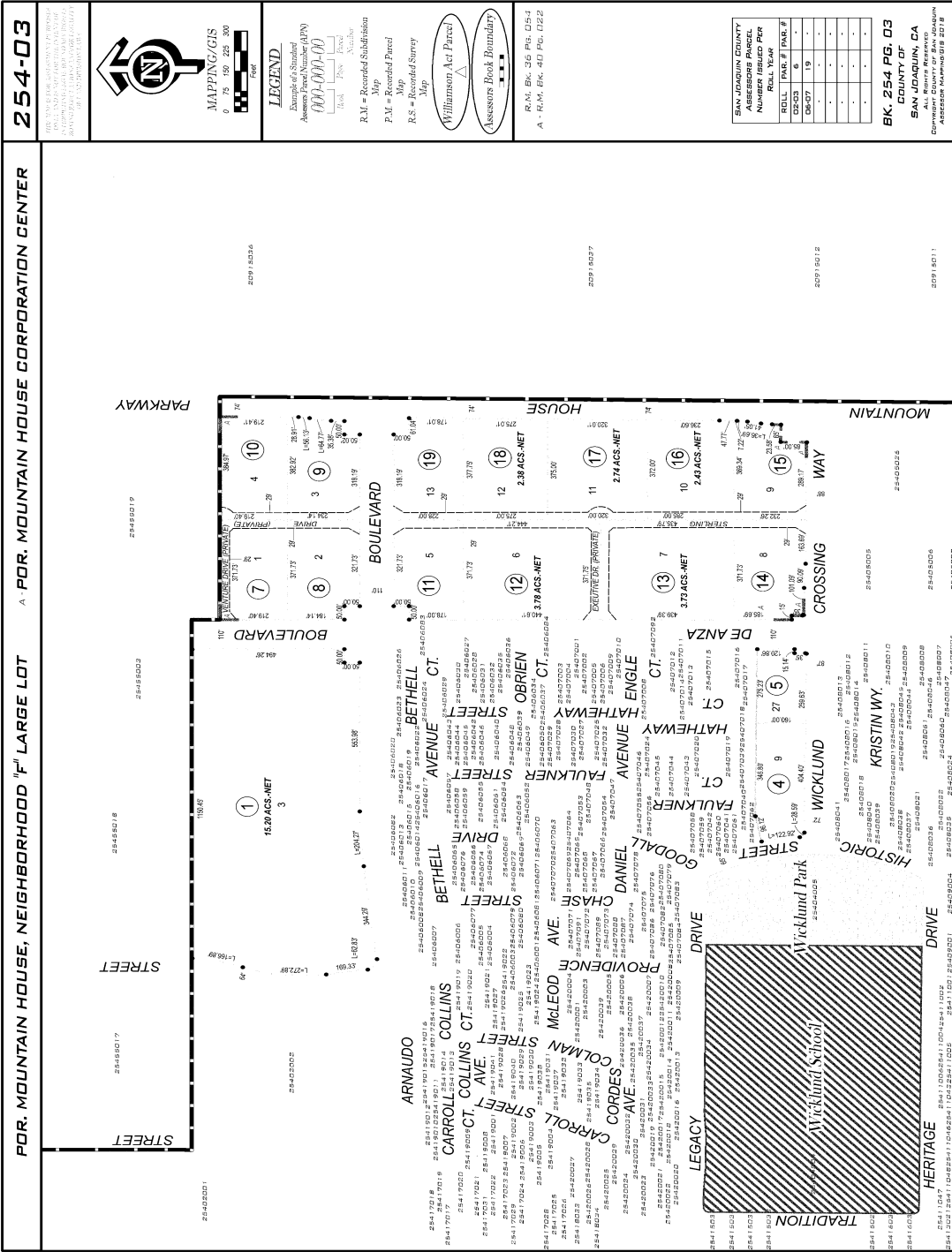
LEGAL DESCRIPTION

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

LOTS 5 THROUGH 13, INCLUSIVE, AS SHOWN AND DELINEATED ON THAT CERTAIN MAP ENTITLED, "TRACT NO. 3259 MOUNTAIN HOUSE CORPORATE CENTER", FILED FOR RECORD SEPTEMBER 23, 2005 IN [BOOK 40 OF MAPS AND PLATS AT PAGE 22](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY.

EXCEPTING THEREFROM THOSE LOTS LYING WITHIN THE NORTH HALF OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET BENEATH THE SURFACE WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY, AS EXCEPTED IN THE DEED FROM ARNAUDO BROS., RECORDED AUGUST 3, 1994 AS DOCUMENT NO. [94089630](#).

APN: 254-030-110-000 (Lot 5)
254-030-120-000 (Lot 6)
254-030-130-000 (Lot 7)
254-030-140-000 (Lot 8)
254-030-150-000 (Lot 9)
254-030-160-000 (Lot 10)
254-030-170-000 (Lot 11)
254-030-180-000 (Lot 12) and
254-030-190-000 (Lot 13)



The sole purpose of this document is for the assessment and collection of County property taxes. County makes no representation or warranty, express or implied, about the completeness, accuracy, reliability or authenticity of the information set forth in this document. Therefore, this document should not be relied upon to determine the legal ownership of any specific parcel(s), nor to facilitate any real property transactions between private parties. County is not liable for any loss or damage whatsoever arising from or in connection with the use of or reliance upon this document(s).

DISCLAIMER

San Joaquin County
Assessor's Office
1000 N. G Street
Stockton, CA 95210
Phone: (209) 468-2000
Fax: (209) 468-2001
Website: www.sjcoassessor.com

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.