



First American Title™

First American Title Company

899 Pacific Street

San Luis Obispo, CA 93401

California Department of Insurance License No. 151

Escrow Officer:	Kathy Benabides
Phone:	(805)466-8545
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Title Officer:	Cora Pollick
Phone:	(805)786-2019
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E-Mail:	cpollick@firstam.com

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

Buyer:	TBD
Owner:	Messer Family Trust and Elder Family Trust
Property:	7425 El Camino Real Atascadero, CA 93422

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 January 31, 2023 at 7:30 A.M.

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

ALTA Extended Loan Policy and ALTA Standard Owner Policy

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:

Donald D. Messer and Linda Tarbell-Messer, as Trustees of the Messer Family Trust Dated March 15, 2011, as to an undivided 1/2 interest; and Bertrand P. Elder, Trustee of the Elder Family Exemption Trust created U/T/D June 21, 1991, as to an undivided 1/2 interest, Subject to Item No(s). 38, 39 and 47

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

First Installment:	\$6,229.00, PAID
Penalty:	\$0.00
Second Installment:	\$6,229.00, OPEN
Penalty:	\$0.00
Tax Rate Area:	007-037
A. P. No.:	030-124-001

(Affects Unit 1)

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

First Installment:	\$1,006.65, PAID
Penalty:	\$0.00
Second Installment:	\$1,006.65, OPEN
Penalty:	\$0.00
Tax Rate Area:	007-037
A. P. No.:	030-124-002

(Affects Unit 2)

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

First Installment:	\$1,006.65, PAID
Penalty:	\$0.00
Second Installment:	\$1,006.65, OPEN
Penalty:	\$0.00
Tax Rate Area:	007-037
A. P. No.:	030-124-003

(Affects Unit 3)

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

First Installment:	\$1,006.65, PAID
Penalty:	\$0.00
Second Installment:	\$1,006.65, OPEN
Penalty:	\$0.00
Tax Rate Area:	007-037
A. P. No.:	030-124-004

(Affects Unit 4)

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

First Installment:	\$1,085.58, PAID
Penalty:	\$0.00
Second Installment:	\$1,085.58, OPEN
Penalty:	\$0.00
Tax Rate Area:	007-037
A. P. No.:	030-124-005

(Affects Unit 5)

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

First Installment:	\$1,085.58, PAID
Penalty:	\$0.00
Second Installment:	\$1,085.58, OPEN
Penalty:	\$0.00
Tax Rate Area:	007-037
A. P. No.:	030-124-006

(Affects Unit 6)

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

First Installment:	\$1,085.59, PAID
Penalty:	\$0.00
Second Installment:	\$1,085.59, OPEN
Penalty:	\$0.00
Tax Rate Area:	007-037
A. P. No.:	030-124-007

(Affects Unit 7)

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

First Installment:	\$1,085.60, PAID
Penalty:	\$0.00
Second Installment:	\$1,085.60, OPEN
Penalty:	\$0.00
Tax Rate Area:	007-037
A. P. No.:	030-124-008

(Affects Unit 8)

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

First Installment:	\$1,036.77, PAID
Penalty:	\$0.00
Second Installment:	\$1,036.77, OPEN
Penalty:	\$0.00
Tax Rate Area:	007-037
A. P. No.:	030-124-009

(Affects Unit 9)

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

First Installment:	\$1,036.77, PAID
Penalty:	\$0.00
Second Installment:	\$1,036.77, OPEN
Penalty:	\$0.00
Tax Rate Area:	007-037
A. P. No.:	030-124-010

(Affects Unit 10)

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

First Installment:	\$1,036.77, PAID
Penalty:	\$0.00
Second Installment:	\$1,036.77, OPEN
Penalty:	\$0.00
Tax Rate Area:	007-037
A. P. No.:	030-124-011

(Affects Unit 11)

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

First Installment:	\$1,062.49, PAID
Penalty:	\$0.00
Second Installment:	\$1,062.49, OPEN
Penalty:	\$0.00
Tax Rate Area:	007-037
A. P. No.:	030-124-012

(Affects Unit 12)

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

First Installment:	\$1,036.77, PAID
Penalty:	\$0.00
Second Installment:	\$1,036.77, OPEN
Penalty:	\$0.00
Tax Rate Area:	007-037
A. P. No.:	030-124-013

(Affects Unit 13)

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

First Installment:	\$1,036.77, PAID
Penalty:	\$0.00
Second Installment:	\$1,036.77, OPEN
Penalty:	\$0.00
Tax Rate Area:	007-037
A. P. No.:	030-124-014

(Affects Unit 14)

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

First Installment:	\$1,036.77, PAID
Penalty:	\$0.00
Second Installment:	\$1,036.77, OPEN
Penalty:	\$0.00
Tax Rate Area:	007-037
A. P. No.:	030-124-015

(Affects Unit 15)

17. All taxes - secured, supplemental, defaulted, escaped and including bonds and assessments are not available at this time. Please verify any/all tax amounts and assessment information with the County Tax Collector prior to the close of the contemplated transaction.

(Affects Lot 1[Common Area])

18. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

19. Such rights, rights of way and easements as were granted to the Atascadero Mutual Water Company by deed recorded November 18, 1916 in [Book 113, Page 56](#) of Deeds, records of San Luis Obispo county, California.

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

20. Covenants, conditions and restrictions in the document recorded December 27, 1918 in [Book 127 of Deeds, Page 13](#), 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.

21. An easement for utilities, irrigation ditches, ingress and egress; and incidental purposes in the document recorded December 27, 1918 in [Book 127 of Deeds, Page 13](#).

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

22. Covenants, conditions and restrictions in the document recorded September 27, 1920 in [Book 139 of Deeds, Page 191](#), 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.

23. An easement for utilities, irrigation ditches, ingress and egress; and incidental purposes in the document recorded September 27, 1920 in [Book 139 of Deeds, Page 191](#).

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

24. An easement for State Highway and incidental purposes, recorded January 12, 1931 as [Book 103, Page 169](#) of Official Records.

In Favor of: State of California
Affects: As described therein

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

25. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway, roadway or transit facility as contained in the document recorded January 12, 1931 as [Book 103, Page 169](#) of Official Records.

26. An easement for State Highway and incidental purposes, recorded February 16, 1931 as [Book 108, Page 61](#) of Official Records.

In Favor of: State of California
Affects: As described therein

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

27. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway, roadway or transit facility as contained in the document recorded February 16, 1931 as [Book 108, Page 61](#) of Official Records.

28. An easement for State Highway and incidental purposes, recorded February 24, 1931 as [Book 108, Page 149](#) of Official Records.

In Favor of: State of California
Affects: As described therein

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

29. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway, roadway or transit facility as contained in the document recorded February 24, 1931 as [Book 108, Page 149](#) of Official Records.

30. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway, roadway or transit facility as contained in the document recorded March 2, 1931 as [Book 108, Page 193](#) of Official Records.
31. Covenants, conditions, and restrictions in the document recorded December 1, 1936 as [Book 94, Page 444](#) 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.
32. An easement for utilities, irrigation ditches, ingress and egress; and incidental purposes in the document recorded December 1, 1936 as [Book 94, Page 444](#) of Official Records.

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

33. An easement for electrical transmission facilities and incidental purposes, recorded November 4, 1986 as Instrument No. [72954](#), Book 2908, Page 150 of Official Records.
In Favor of: Pacific Gas and Electric Company, a California corporation
Affects: As described therein
34. An easement shown or dedicated on the Map as referred to in the legal description
For: public utilities; and incidental purposes.
35. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded July 2, 1990 as Instrument No. [43565](#), Book 3535, Page 669 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.

Note: You may wish to contact the homeowners association referred to in the above document for information regarding assessments, transfer requirements or other matters.

The effect of the Condominium Plan contained in the above mentioned Covenants, Conditions and Restrictions.

36. A Deed of Trust to secure an original indebtedness of \$510,000.00 recorded June 07, 2013 as Instrument No. [2013032834](#) of Official Records.

Dated: May 06, 2013

Trustor: Donald D. Messer and Linda Tarbel-Messer, husband and wife as community property with right of survivorship, as to an undivided 1/2 interest; and Bertrand P. Elder, Trustee of the Elder Family Exemption Trust created U/T/D June 21, 1991, as to an undivided 1/2 interest, as Tenants in Common

Trustee: First American Title

Beneficiary: Mission Community Bank

A document entitled "Assignment of Rents" recorded June 07, 2013 as Instrument No. [2013032835](#) of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust recorded June 07, 2013 as Instrument No. [2013032834](#) of Official Records.

The terms and provisions contained in the document entitled "Hazardous Substances Certificate and Indemnity Agreement" recorded June 07, 2013 as Instrument No. [2013032836](#) of Official Records.

37. The effect of a document entitled "AFFIDAVIT - DEATH OF SETTLOR AND CO-TRUSTEE", recorded March 03, 2020 as INSTRUMENT NO. [2020010443](#) of Official Records.

38. The effect of a document entitled "AFFIDAVIT OF DEATH OF TRUSTEE SUCCESSION OF AND ACCEPTANCE BY TRUSTEE", recorded September 23, 2020 as INSTRUMENT NO. [2020052273](#) of Official Records.

39. The fact that the land lies within the boundaries of the Atascadero Redevelopment Project Area, as disclosed by various documents of record.

40. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

41. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
42. Water rights, claims or title to water, whether or not shown by the Public Records.
43. 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**.
44. Rights of parties in possession.

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

45. 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.
46. A copy of the Trust Agreement and all amendments should be submitted prior to closing. The Company may make additional requirements following a review of such documents including, but not limited to, a certification of trust confirming the powers of the trustees and the continuing existence of the trust.

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. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) COMMERCIAL STRUCTURE known as 7425 EL CAMINO REAL, ATASCADERO, CALIFORNIA.
2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded November 16, 2022 as INSTRUMENT NO. 2022044989 of Official Records.

From: DONALD D. MESSER AND LINDA TARBELL-MESSER, HUSBAND AND WIFE
To: DONALD D. MESSER AND LINDA TARBELL-MESSER AS TRUSTEES OF THE MESSER FAMILY TRUST DATED MARCH 15, 2011, AN UNDIVIDED FIFTY PERCENT (50%) INTEREST

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.

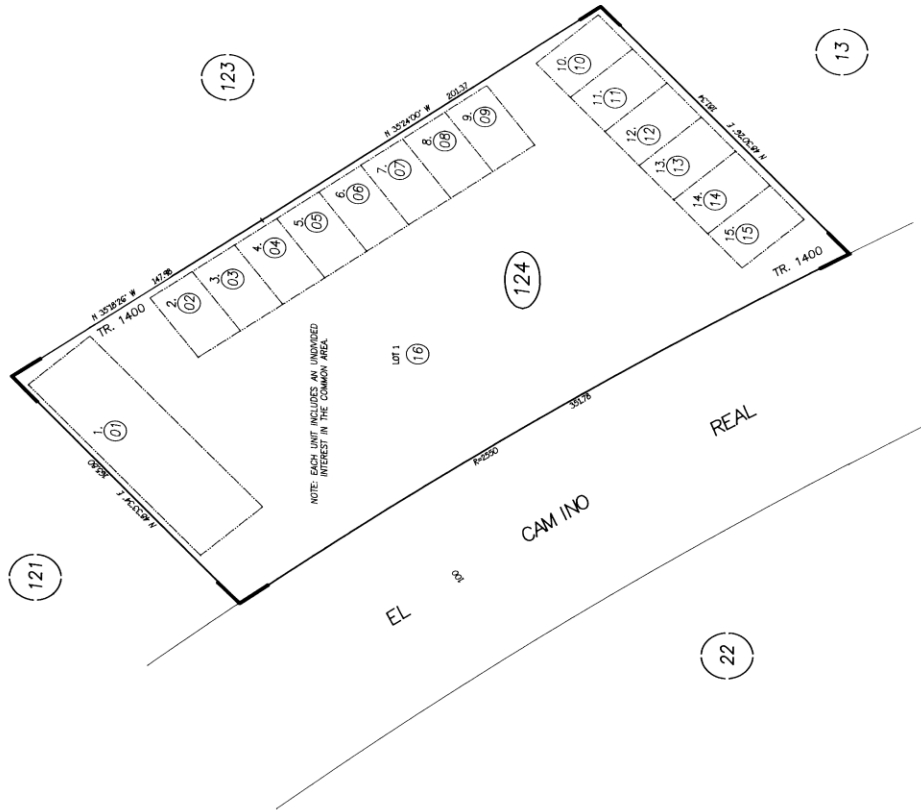
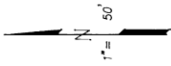
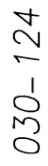
LEGAL DESCRIPTION

Real property in the City of Atascadero, County of San Luis Obispo, State of California, described as follows:

ALL OF TRACT 1400, IN THE CITY OF ATASCADERO, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED JULY 2, 1990 IN [BOOK 15, PAGE 87](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, MINERALS OR OTHER HYDROCARBON SUBSTANCES WITHOUT THE RIGHT, HOWEVER, TO PROSPECT FOR OR TAKE THE SAME FROM SAID LAND WHILE SAID LAND IS USED FOR RESIDENTIAL, AGRICULTURAL OR HORTICULTURAL PURPOSES, AS RESERVED BY COLONY HOLDING CORPORATION, IN DEED RECORDED DECEMBER 27, 1918 IN [BOOK 127, PAGE 13](#) OF DEEDS; AND IN DEED RECORDED SEPTEMBER 27, 1920 IN [BOOK 139, PAGE 191](#) OF DEEDS.

APN: 030-124-001(Unit 1);
030-124-002(Unit 2);
030-124-003(Unit 3);
030-124-004(Unit 4);
030-124-005(Unit 5);
030-124-006(Unit 6);
030-124-007(Unit 7);
030-124-008(Unit 8);
030-124-009(Unit 9);
030-124-010(Unit 10);
030-124-011(Unit 11);
030-124-012(Unit 12);
030-124-013(Unit 13);
030-124-014(Unit 14);
030-124-015(Unit 15); and
030-124-016(Lot 1[Common Area])



CITY OF ATASCADERO
ASSESSOR'S MAP, COUNTY OF
SAN LUIS OBISPO, CA.
BOOK 030 PAGE 124

TRACT 1400; R.M. Bk. 15, Pg. 87.

THIS MAP IS PREPARED FOR
ASSESSMENT PURPOSES ONLY.

MR
01/17/91

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.