



First American Title™

## First American Title Company

330 N. Brand Blvd. Suite 1150

Glendale, CA 91203

California Department of Insurance License No. 2549-4

Title Officer: Gerardo Dellosa / Frank Tejada  
Phone: (818)550-2585  
Fax No.:  
E-Mail: teamGD@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.  
Owner: Carson City  
Property: Vacant Land; APN 7337-005-927  
Carson, 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 January 18, 2024 at 7:30 A.M.

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

To Be Determined

A specific request should be made if another form or additional coverage is desired.

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

City of Carson, a Municipal Corporation

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 2024-2025, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2023-2024 are exempt.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. An easement for a pipe line and water distribution system and incidental purposes in the document recorded November 9, 1922 as Instrument No. [1030](#), in Book 1515 Page 265 of Official Records.

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

5. An easement for pipes for conducting water for irrigation and incidental purposes in the document recorded June 17, 1925 as Instrument No. [132](#), in Book 4417 Page 174 of Official Records.

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

6. An easement for a pipe line and incidental purposes in the document recorded October 22, 1926 as Instrument No. [362](#), in Book 4694 Page 297 of Official Records.

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

7. An easement for pipes for conducting water for irrigation, domestic and other purposes and incidental purposes in the document recorded February 2, 1927 as in [Book 4766 Page 89](#) of Official Records.

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

8. Abutter's rights of ingress and egress to or from San Diego Freeway have been relinquished in the document recorded December 4, 1959 as Instrument No. [1141](#), in Book D-683 Page 461 of Official Records.
9. Abutter's rights of ingress and egress to or from San Diego Freeway have been relinquished in the document recorded September 16, 1955 as Instrument No. [4340](#), in Book 48976 Page 190 of Official Records.
10. An easement for sanitary sewers and incidental purposes in the document recorded September 18, 1979 as Instrument No. [79-1039207](#) of Official Records.

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

11. Abutter's rights of ingress and egress to or from San Diego Freeway have been relinquished in the document recorded January 17, 1955 as Instrument No. [2989](#), in Book 46655 Page 332 of Official Records.
12. The terms and provisions contained in the document entitled "Notice of Acceptance" recorded December 6, 1984 as Instrument No. [84-1435421](#) of Official Records.
13. The terms and provisions contained in the document entitled "Agreement Accepting Conditions of City of Carson Planning Commission Resolution No. 83-708" recorded October 21, 1983 as Instrument No. [83-1247222](#) of Official Records.
14. The terms and provisions contained in the document entitled "Agreement Accepting Conditions of City of Carson Redevelopment Agency Resolution Agency Resolution No. 83-40" recorded October 21, 1983 as Instrument No. [83-1247223](#) of Official Records.
15. An easement for telegraph and telephone lines, water lines, electric energy and incidental purposes in the document recorded July 7, 1986 as Instrument No. [86-847125](#) of Official Records.
16. The following matters shown or disclosed by the filed or recorded map referred to in the legal description: This subdivision is approved as a planned commercial development project, whereby the owners of the individually parcels will hold a common interest in the parking and landscaping area, Parcel 4 is a common parcel map and shall in turn provide the necessary access and utility easements for the project.
17. The effect of the showing upon the map of Parcel Map [17623](#), variable width parcels of land designated as "Private Driveway and Fire Lane".

18. The terms and provisions contained in the document entitled "Third Amendment to Option and Land Disposition and Development Agreement" recorded August 13, 1987 as Instrument No. [87-1292447](#) of Official Records.
19. The terms and provisions contained in the document entitled "Fourth Amendment to Option and Land Disposition and Development Agreement and Option and Agreement" recorded August 13, 1987 as Instrument No. [87-1292448](#) of Official Records.
20. The terms and provisions contained in the document entitled "Assignment and Assumption Agreement" recorded August 13, 1987 as Instrument No. [87-1292451](#) of Official Records.
21. An easement for sanitary sewer and incidental purposes in the document recorded February 8, 1988 as Instrument No. [88-174015](#) of Official Records.

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

22. An easement for sanitary sewer and incidental purposes in the document recorded February 8, 1988 as Instrument No. [88-174016](#) of Official Records.

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

23. The terms and provisions contained in the document entitled "Declaration of Covenants, Conditions and Restrictions and Grant of Easement for Carson Civic Plaza" recorded March 11, 1988 as Instrument No. [88-332584](#) of Official Records.
24. The terms and provisions contained in the document entitled "Reciprocal Easement Agreement" recorded June 11, 1990 as Instrument No. [90-1035763](#) of Official Records.
25. The effect of Certificate of Compliance No. 7-88 recorded March 22, 1991 as Instrument No. [91-414049](#) of Official Records.
26. The fact that the land lies within the boundaries of the Carson Redevelopment Project Area, as disclosed by various documents of record.
27. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
28. Water rights, claims or title to water, whether or not shown by the Public Records.

29. **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.**

30. 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**.
31. Rights of parties in possession.

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

32. Authority documents for all parties executing documents including the following:

With respect to City of Carson: Evidence that the corporation is properly formed and in good standing in the state of its domicile. An official copy of the bylaws for the corporation. A copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation. 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. The property covered by this report is vacant land.
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:

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 City of Carson, County of Los Angeles, State of California, described as follows:

PARCEL A:

LOT 2 OF TRACT NO. 4054, AS PER MAP RECORDED IN [BOOK 44 OF MAPS, PAGES 39 TO 41](#) INCLUSIVE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTHERLY 20 FEET THEREOF.

EXCEPTING THEREFROM A PORTION OF LOT 2 OF TRACT NO. 4054, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 44, PAGES 39 THROUGH 41](#) INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE EASTERLY LINE OF SAID LOT, SOUTH 00° 17' 00" EAST 152.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID ELY LINE NORTH 60° 19' 34" WEST 51.92 FEET; THENCE NORTH 15° 19' 34" WEST 34.19 FEET; THENCE NORTH 29° 40' 26" EAST 33.95 FEET; THENCE NORTH 74° 40' 26" EAST 31.67 FEET TO A TANGENT CURVE CONCAVE SOUTHERLY, A RADIAL LINE TO SAID CURVE BEARS NORTH 01° 43' 17" WEST, HAVING A CENTRAL ANGLE OF 1° 38' 50" AND A RADIUS OF 220.00 FEET; THENCE EASTERLY ALONG SAID CURVE 6.33 FEET TO THE EASTERLY LINE OF SAID LOT; THENCE ALONG SAID EASTERLY LINE OF SAID LOT, SOUTH 00° 17' 00" EAST 96.65 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM A PORTION OF LOT 2 OF TRACT NO. 4054, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 44, PAGES 39 THROUGH 41](#) INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE NORTH 00° 17' 00" WEST 133.79 FEET ALONG THE EASTERLY LINE OF SAID LOT TO THE TRUE POINT OF BEGINNING OF SAID PARCEL; THENCE LEAVING SAID EASTERLY LINE, SOUTH 89° 40' 26" WEST 7.90 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 12° 42' 32" AND A RADIUS OF 50.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, 11.09 FEET; THENCE NORTH 00° 19' 34" WEST 106.48 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A CENTRAL ANGLE OF 14° 31' 17" AND A RADIUS OF 290.00 FEET; THENCE NORTHERLY ALONG SAID CURVE 73.50 FEET TO THE EASTERLY LINE OF SAID LOT; THENCE ALONG THE SAID EASTERLY LINE, SOUTH 00° 17' 00" EAST 190.20 FEET TO THE POINT OF BEGINNING.

AND EXCEPTING THEREFROM A PORTION OF LOT 2 OF TRACT NO. 4054, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 44, PAGES 39 THROUGH 41](#) INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE TRUE POINT OF BEGINNING BEING THE NORTHEAST CORNER OF SAID LOT 2.

BEGINNING AT THE TRUE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY LINE OF SAID LOT, SOUTH 89° 40' 10" WEST 105.01 FEET; THENCE LEAVING SAID NORTHERLY LINE, SOUTH 00° 19' 34" EAST 138.57 FEET; THENCE SOUTH 60° 19' 14" EAST 121.09 FEET TO THE EASTERLY LINE OF SAID LOT; THENCE ALONG SAID EASTERLY LINE, NORTH 00° 17' 00" WEST 46.17 FEET; THENCE LEAVING SAID EASTERLY LINE, NORTH 60° 19' 34" WEST 51.92 FEET; THENCE NORTH 15° 19' 34" WEST 34.19

FEET; THENCE NORTH 29° 40' 26" EAST, 33.95 FEET; THENCE NORTH 74° 40' 26" EAST 31.67 FEET TO A TANGENT CURVE CONCAVE SOUTHERLY, A RADIAL LINE TO SAID CURVE BEARS NORTH 01° 43' 17" SECONDS WEST, HAVING A CENTRAL ANGLE OF 1° 38' 53" AND A RADIUS OF 220.00 FEET; THENCE EASTERLY ALONG SAID CURVE, 6.33 FEET TO THE EASTERLY LINE OF SAID LOT, NORTH 00° 17' 00" WEST 56.30 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

A PORTION OF PARCEL 2 OF PARCEL MAP NO. [17623](#), IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN [BOOK 196 PAGES 40 AND 41](#) OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL MAP; THENCE NORTH 89° 40' 10" EAST 32.04 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL MAP; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 00° 19' 34" WEST 43.99 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 53° 53' 42" AND A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, 47.03 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 18° 45' 59" AND A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, 16.38 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL MAP; THENCE SOUTH 00° 17' 00" EAST 96.01 FEET ALONG THE SAID WESTERLY LINE TO THE TRUE POINT OF BEGINNING.

PARCEL C:

A PORTION OF PARCEL 4 OF PARCEL MAP [17623](#), IN THE CITY OF CARSON, AS PER MAP RECORDED IN [BOOK 196 PAGES 40 AND 41](#) OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL MAP; THENCE SOUTH 00°17'00" EAST 199.12 FEET ALONG THE WESTERLY LINE OF SAID PARCEL MAP TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY LINE, SOUTH 60°19'34" EAST 76.03 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLES OF 85°07'52" AND A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 74.29 FEET TO A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A CENTRAL ANGLE OF 56°29'40" AND A RADIUS OF 35.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, 34.51 FEET TO A TANGENT CURVE CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 03°55'10" AND A RADIUS OF 290.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, 19.84 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL MAP ; THENCE ALONG SAID WESTERLY LINE, NORTH 00°17'00" WEST 136.89 FEET TO THE TRUE POINT OF BEGINNING.

APN: 7337-005-927





***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.