CAL LAND TITLE COMPANY

FIRST LOOK CHECKLIST

Will any of the following situation potentially affect your transaction:

☐ Will the principals be using a POWER OF ATTORNEY?

☐ Are any of the parties in title INCAPACITATED OR DECEASED?

☐ Has a CHANGE IN MARITAL STATUS occurred for any of the principals?

☐ Will the property be transferred to a NEW TRUST, PARTNERSHIP OR CORPORATION?

☐ Do the sellers of the property RESIDE OUTSIDE OF CALIFORNIA OR THE UNITED STATES?

☐ Have any of the principals RECENTLY FILED BANKRUPTCY?

☐ Are the principals involved in an EXCHANGE WITH THIS PROPERTY?

☐ Has there been a WORK OF IMPROVEMENT, CONSTRUCTION, OR ANY REMODELING of the subject property in the last 90 days?

If you answered YES to any of these questions, please contact your escrow officer right away, so we can assure a smooth closing.

Remember, all parties signing documents must have a valid photo I.D. or driver’s license for a notarial acknowledgment.

Thank you for helping Cal Land Title Company serve you better.

252 First Street, Benicia, CA 94510 (707) 361-5760
300A Drakes Landing Road, Suite 100, Greenbrae, CA 94904 (415) 569-4800
PRELIMINARY REPORT

First American Title Insurance Company

Cal Land Title Company

California Department of Insurance License No. 2553-6

300A Drakes Landing Road, Suite 100, Greenbrae, CA 94904
Tel: (415) 569-4800 - Fax: (415) 785-3976

Property Address:
100 Commodore Webster Drive
Point Reyes Station, CA 94956

Assessor’s Parcel Number:
119-240-73, 119-236-10

Buyer/Borrower:
County of Marin

Direct Escrow Inquiries to Escrow Officer:
Dean’a Jerejian
Email: djerejian@cal-land.com

Direct Title Inquiries to:
Bill Curry
Email: bcurry@cal-land.com

Reference Number:

In response to the application for a policy of title insurance referenced herein, First American Title Insurance 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 herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions 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 Attachment One. 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 Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

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.

The policy(s) of title insurance to be issued hereunder will be policy(s) of First American Title Insurance Company.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One 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.

Dated as of July 12, 2022 at 7:30 A.M.

By: Authorized Signatory

Page 1 of 16
The form of policy or policies of title insurance contemplated by this report is:

ALTA Owner’s Policy (6-17-06) with Regional Exceptions (Standard Coverage)

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:

COUNTY OF MARIN,
A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.
EXHIBIT A

LEGAL DESCRIPTION

The land referred to in this report is situated in the unincorporated area of the County of Marin, State of California, and is described as follows:

PARCEL ONE:
Beginning at the most Easterly corner of the parcel of land conveyed in the Deed executed by Harold F. Genazzi to Victor De Carli, et al, recorded January 12, 1959, in Book 1247 of Official Records at Page 429, Marin County Records, thence leaving said Easterly line and running along the Southeasterly boundary line of the parcel of land conveyed in the Deed executed by the Northwestern Pacific Railroad Company, a corporation, to Fred Genazzi, recorded November 5, 1935 in Book 306 of Official Records at Page 208, Marin County Records, North 59° 33’ 14” East 496.4 feet to the most Easterly corner thereof, thence along the Southerly and Easterly line of the 50 foot right of way of the North Pacific Coast Railroad Extension company, now Northwestern Pacific Railroad Co., acquired from. Galen Burdell by Deed dated January 2, 1889, and recorded January 4, 1889, in Book 9 of Deeds at Page 219, Marin County Records, thence on a curve to the left, a radius of 1067 feet, through a central angle of 61° 11’ 10” an arc distance of 1139.45 feet, thence North 1° 37 West 443.00 feet, thence leaving said Easterly line North 88° 23’ East 240.00 feet to a point in the center line of the Arroyo San Geronimo or Paper Mill Creek, thence Southerly meandering along said center line to a point which bears South 65° 20’ 44” East from the point of beginning, thence leaving said center line North 65° 20’ 44” West 546.50 feet to the point of beginning.

PARCEL TWO:
Beginning at the most Easterly point of that certain parcel of land described in Deed made by George Plummer, dated March 23, 1917 and recorded March 30, 1917, in Book 186 of Deeds at Page 432, Marin County Records, said point being also 25 feet Southeasterly, radially from a point on a curve concave to the North of a radius 1042 feet, being the center line of the original 50 foot right of way of the North Pacific Coast Railroad Extension Company, now Northwestern Pacific Railroad Company, acquired from Galen Burdell by Deed dated January 2, 1889, and recorded January 4, 1889 in Book 9 of Deeds at Page 219, Marin County Records, thence Southwesterly, along the Southeasterly line and its production Southwesterly of the said land acquired from Plummer, a distance of 496.4 feet, more or less, to a point on the Southerly line of that certain parcel of land described secondly in Deed made by Galen Burdell to the North Pacific Coast Railroad Extension Company, now Northwestern Pacific Railroad Company, dated January 2, 1889 and recorded January 4, 1889 in Book 9 of Deeds at Page 219, Marin County Records, thence Southerly along the Northeasternly line and its production Southwesterly of the said parcel of land described firstly in Deed made by James B. Burdell, as executor of the Last Will and Testament of Galen Burdell, to the Northwestern Pacific Railroad Company, dated April 24, 1909 and recorded May 19, 1909 in Book 121 of Deeds at Page 367, Marin County Records; a distance of 293.3 feet, more or less, to a point on the Northeasternly line of that certain parcel of land described firstly in that certain Deed made by Northwestern Pacific Railroad Company to Henry R. Bell, et ux, dated January 12, 1917 and recorded February 24, 1917 in Book 185 of Deeds Page 300, Marin County Records, thence Northwesterly along the said Northeasternly line a distance of 94.2 feet, more or less, to a point in the Easterly line of First Street in the Town of Point Reyes; thence Northwesterly along the said Easterly line of First Street, a distance of 182.2 feet, more or less, to the most Northerly point of that certain parcel of land described secondly in Deed made by James B. Burdell, as executor of the Last Will and Testament of Galen Burdell, to the Northwestern Pacific Railroad Company, dated April 24, 1909 and recorded May 18, 1909 in Book 121 of Deeds at Page 367, Marin County Records; thence Southeasterly along the Northeasternly line of said last named parcel a distance of 125 feet more or less to a point...
on the Northerly line of the above mentioned 50 foot right of way of the North Pacific Coast Railroad Extension Company, thence Northeasterly along the said Northerly line of the 50 foot right of way to a point 50 feet Northwesterly measured radially from the point of beginning; thence Southeasterly radially, 50 feet to the point of beginning.

Excluding therefrom that portion thereof contained in the following Deeds:


PARCEL THREE:
Beginning at a point in the Northwesterly boundary line of the parcel of land firstly described in the Deed executed by Galen Burdell to the North Pacific Coast Railroad Extension Company, recorded January 4, 1889 in Book 9 of Deeds at Page 219, Marin County Records, said point being the most Southerly corner of the parcel of land described in the Deed executed by Armando E. Campigli to George T. Dettner, et ux, recorded May 9, 1962 in Book 1568 of Official Records at Page 400, Marin County Records, thence along the Southwesterly line of said Dettner parcel, North 32° 36' 30" West (called North 32° 41' West in Deed) 478.71 feet, thence leaving said Southwesterly line North 33° 38' 47" East 848.28 feet to a point in the Westerly line of said parcel conveyed to the North Pacific Coast Railroad Extension Company, thence along said line South 1° 37' East (called North 1° 05' West R/R Deed) 443.00 feet, thence on a curve to the right, the radius of 1017 feet, through a central angle of 40° 27’ 51” an arc distance of 718.25 feet to the point of beginning.

PARCEL FOUR:
Beginning at a point in the Northerly line of said parcel conveyed to North Pacific Coast Railroad Extension Company, said point being the Northeast corner of the parcel of land, described in the Deed executed by Northwestern Pacific Railroad Company, a corporation to Fred Genazzi, recorded November 5, 1935 in Book 306 of Official Records at Page 208, Marin County Records thence along the Northerly and Westerly line of said parcel (9 Deeds 219) on a curve to the left, radius of 1017 feet, through a central angle of 61° 11’ 10” an arc distance of 1086.06 feet, thence North 1° 37’ West (called North 1° 05’ West in Deed) 443.00 feet, thence leaving said Westerly line North 88° 23’ East 50.00 feet to a point in the Easterly line of said parcel, thence along the Easterly and Southeasterly line of said parcel, South 1° 37’ East (called North 1° 05’ West in R/R Deed) 443.00 feet, thence an a curve to the right, radius of 1067 feet, through a central angle of 61° 11’ 10” an arc distance of 1139.45 feet, to the most Easterly corner of said Genazzi parcel, (Book 306 OR 208) thence along said Easterly line North 30° 25’ 50” West 50.00 feet to the point of beginning.

APN: 119-236-10 and 119-240-73
Notice

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b)(1) of the California Government Code, please take note of the following:

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. 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.

If this cover page is a copy which has been transmitted to you by facsimile, email or other form of electronic transmission, please note that the notice above appears in the original cover page in 14-point bold face type.
AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. The herein described property is not presently assessed due to the fact the vestee herein is an exempt body; however, if said property is conveyed to a taxable entity, said property will be assessed taxes for the remainder of the fiscal year. Tax parcel(s) for said land are currently shown as 119-236-10 and 119-240-73.

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California, solely as a result of (i) the transfer to the Insured of title to the property described on Schedule A hereto (the “Property”), or (ii) new construction occurring on the Property after the date of this Policy.

3. Assessments, if any, for Community Facility Districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments will be collected with the County Taxes if said property is conveyed to a taxable entity, said property will be assessed for the remainder of the fiscal year.

4. Water rights, claims or title to water in or under said land, whether or not shown by the public records.

5. Easement for the free and natural flow of the creek across the herein described property as the same may now exist.

6. Any change in the boundaries of the herein described property that has occurred or may hereafter occur by natural means and by imperceptible degrees.

7. Rights of Riparian Owners, and rights of County, State of Federal Governments to control water, use and access to Lagunitas Creek (also known as Arroyo San Geronimo and Paper Mill Creek) and any title, interest, rights or easements which exist or are claimed to exist over any part of said land which presently is or in the past has been covered by water.

8. Any adverse claim based upon the assertion that:

   a) Some portion of said land is tide or submerged land, or has been created by artificial means or has accreted to such portion so created.

   b) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Lagunitas Creek or has been formed by accretion to any such portion.

9. Any rights in favor of the public which may exist on said land for access, parking, beach or recreational uses, if said land or portions thereof were at any time used by the public for such purposes.

10. Possible existing utilities which may be presently installed within the former Northwestern Pacific Railroad right of way.
11. Right to construct and maintain dams, reservoirs and places of storage of water and to divert and appropriate such waters as granted from Loretta Garcia to Marin County Water Company, by instrument recorded April 16, 1872 in Book 'K' of Deeds at Page 180, Marin County Records.


13. Covenants, Conditions and Restrictions (but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons) as set forth in the document referred to in the numbered item last above shown.


15. Covenants, Conditions and Restrictions (but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons) as set forth in the document referred to in the numbered item last above shown.


17. Covenants, Conditions and Restrictions (but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons) as set forth in the document referred to in the numbered item last above shown.


Said easement is also depicted upon the Record of Survey recorded December 10, 2010 in Book 2010 of Maps at Page 164, Marin County Records.

19. An easement for the construction, operation and maintenance of a drainage pipe and rights incidental thereto in favor of Point Reyes Affordable Homes, L.P., a California limited partnership, as set forth in a document recorded July 17, 2019 as Series Number 2019-0025159 of Official Records.

21. Matters as contained in that certain Quitclaim Deed executed December 12, 2019 by and between the United States, acting by and through the Commandant of the United States Coast Guard, Grantor, and the County of Marin, a political subdivision of the State of California, Grantee, recorded December 12, 2019 as Series Number 2019-0047097 of Official Records.

22. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

23. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.


-END OF EXCEPTIONS-
Information Notes:

a. The Assessor’s Parcel Number(s), if any, contained in the legal description herein, are for quick identification purposes only, and are not a part of the actual legal descriptions.

b. Any statement regarding the acreage of the herein described land contained within the legal description in this report is derived from the public record and is for recorded deed purposes only. The Policy of Title Insurance contemplated by this report provides no insurance with respect to acreage and no acreage statement will appear within the legal description of such policy.

c. The County Recorder may charge an additional $20.00 recording fee, if not provided with a “Preliminary Change of Ownership Report” Form, for each Deed to be recorded. The purchaser is responsible for completing and signing this form.

d. Before an escrow can close, or funds placed in a Savings Account, the Seller must furnish a Taxpayer Identification Number to us so that we can file an IRS Form 1099S or its equivalent, with the Internal Revenue Service. This procedure is required by Section 6045 of the Internal Revenue Code.

e. 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 of 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.

Lenders Supplemental Report:

f. This report contemplates the issuance of a Lender’s Policy of Title Insurance. We have no knowledge of any fact that would preclude the issuance of CLTA Form 100 Endorsement and a CLTA Form 116 Endorsement in conjunction with said policy.

g. Said CLTA Form 116 Endorsement will indicate that there is located on the land a Mixed-Use, commonly known as: 100 Commodore Webster Drive Point Reyes Station, CA 94956

h. According to the public records, there has been no conveyance of the land within a period of two years prior to the date of this report, except as follows:

A document recorded December 12, 2019 as Series Number 2019-0047097 of Official Records
From: The United States of America, acting by and through the Commandant of the United States Coast Guard, pursuant to Public Law 114-120, Sec 501
To: The County of Marin, a political subdivision of the State of California

esn
exn
June 4, 2021
/de1
WARNING:

The map attached, if any, may or may not be a survey of the land depicted hereon. First American 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.

CLICK HERE FOR MAP
PRIVACY POLICY

We are Committed to Safeguarding Customer Information
In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability
This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Type of Information
Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested for us, or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security
We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American’s Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.
ATTACHMENT ONE (Revised 06-03-11)
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990

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 which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but 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; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which 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.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which 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 not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.
   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors’ rights laws.

**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:

<table>
<thead>
<tr>
<th>Covered Risk</th>
<th>Your Deductible Amount</th>
<th>Our Maximum Dollar Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>16:</td>
<td>1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>18:</td>
<td>1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>19:</td>
<td>1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>21:</td>
<td>1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

**AMERICAN LAND TITLE ASSOCIATION**

**RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys’ fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   * land use
   * improvements on the land
   * land division
   * environmental protection
   This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
   This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
   * a notice of exercising the right appears in the public records
   * on the Policy Date
   * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:
   * that are created, allowed, or agreed to by you
   * that are known to you, but not to us, on the Policy Date – unless they appeared in the public records
   * that result in no loss to you
   * that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:
   * to any land outside the area specifically described and referred to in Item 3 of Schedule A
OR
* in streets, alleys, or waterways that touch your land
This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN 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 11, 13 or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors’ rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. 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 Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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:

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:

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 ascertained 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 not shown by the Public Records.

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.

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:

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:

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 not shown by the Public Records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

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 which 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, 6, 13(c), 13(d), 14 or 16.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

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 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.

8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors’ rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.