



First American Title™

First American Title Company

California Department of Insurance License No. 2549-4

Escrow Officer: Anthony Penaloza
Phone: (925)626-9431
Fax No.: (866)407-2081
E-Mail: apenaloza@firstam.com

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

Buyer: TBD
Owner: Tammy Grittani-Humme
Property: 332 Oroville Ct
Discovery Bay, CA 94505

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of April 02, 2024 at 7:30 A.M.

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

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

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

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

TAMMY ANN GRITTANI-HUMMEL, AS TRUSTEE OF THE CCHGCH FAMILY LIVING TRUST DATED 2008, U/A DATED FEBRUARY 6, 2024

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

A FEE AS TO PARCEL(S) ONE AND AN EASEMENT AS TO PARCEL(S) TWO

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.

First Installment:	\$4,703.60, PAID
Penalty:	\$0.00
Second Installment:	\$4,703.60, OPEN
Penalty:	\$0.00
Tax Rate Area:	60-054
A. P. No.:	011-490-018

- 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. Any easements or servitudes appearing in the Public Records.
Affects: Common Area.
5. Any and all offers of dedications, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description including but not limited to: UTILITY and incidental purposes affecting said land.
6. Abutter's rights of ingress and egress to or from PARCEL D, have been dedicated or relinquished on the filed Map.
7. The terms and provisions contained in the document entitled "ACKNOWLEDGEMENT OF OBLIGATIONS OF PARTICIPATING DEVELOPER EAST CONTRA COSTA COUNTY SCHOOL FACILITIES FUNDING AND MITIGATION AGREEMENT, DISCOVERY BAY WEST VILLAGES III & IV" recorded MAY 06, 1996 as INSTRUMENT NO. [1996-83384](#) of Official Records.
8. The terms and provisions contained in the document entitled "ORDINANCE NO. 97-30 REVISION OF EASTERN CONTRA COSTA SUB-REGIONAL TRANSPORTATION MITIGATION FEES" recorded AUGUST 06, 1997 as INSTRUMENT NO. [1997-140390](#) of Official Records.
9. An easement for WATER CIRCULATION and incidental purposes in the document recorded OCTOBER 28, 2002 as INSTRUMENT NO. [2002-393643](#) of Official Records.
10. DECLARATION OF NOTICE RECORDED OCTOBER 8, 2003 AS INSTRUMENT NO. [2003-503586](#) OF OFFICIAL RECORDS, WHICH STATES THE FOLLOWING:

"GEOTECHNICAL REPORT AVAILABILITY NOTICE

A GEOTECHNICAL REPORT THAT CONTAINS APPROVED RECOMMENDATIONS WAS PREPARED FOR THIS PROJECT BY KLEINFELDER, INC. ON FEBRUARY 1, 1990, ENTITLED: "PRELIMINARY GEOTECHNICAL INVESTIGATION PROPOSED DISCOVERY BAY WEST"; ON JULY 15, 2002, ENTITLED "GEOTECHNICAL SERVICES REPORT DISCOVERY BAY WEST - VILLAGE 3"; AN ON DECEMBER 4, 2002, ENTITLED "GEOLOGIC HAZARDS EVALUATION - THE LAKES AT DISCOVERY BAY VILLAGES 3 AND 4." SAID REPORT IS AVAILABLE FROM THE CONTRA COSTA COUNTY COMMUNITY DEVELOPMENT DEPARTMENT.

FARM OPERATION NOTICE

THIS DOCUMENT SHALL SERVE AS NOTIFICATION THAT YOU HAVE PURCHASED LAND NEAR AN AGRICULTURAL AREA WHERE YOU MAY REGULARLY FIND FARM EQUIPMENT USING LOCAL ROADS; FARM EQUIPMENT CAUSING DUST; CROP DUSTING AND SPRAYING OCCURRING REGULARLY; BURNING ASSOCIATED WITH AGRICULTURAL ACTIVITIES; NOISE ASSOCIATED WITH FARM EQUIPMENT AND AERIAL CROP DUSTING AND CERTAIN ANIMALS AND FLIES MAY EXIST ON SURROUNDING PROPERTIES. THIS STATEMENT IS, AGAIN, NOTIFICATION THAT THIS IS PART OF THE AGRICULTURAL WAY OF LIFE NEAR THE OPEN SPACE AREAS OF CONTRA COSTA COUNTY AND YOU SHOULD BE FULLY AWARE OF THIS AT THE TIME OF PURCHASE."

THIS IS NOT A REPRESENTATION THAT THESE ACTIVITIES WILL CONTINUE IN THE FUTURE.

LEVEE NOTICE

THE COUNTY OF CONTRA COSTA REQUIRES US TO INFORM YOU OF THE POTENTIAL FOR A RISE IN SEA LEVEL AND/OR SUBSIDENCE, AND THAT A PRIVATE LEVEE PROTECTING THE PROJECT IS A MINIMUM OF 12.9 FEET (3.93 METERS) ABOVE SEA LEVEL. THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE LEVEE, AND YOU ARE PROHIBITED FROM DEGRADATION OR WORK ON THE LEVEE WHICH MAY ADVERSELY IMPACT THE LEVEE SYSTEM. CONTRA COSTA COUNTY, AND THE CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ARE NOT RESPONSIBLE FOR MAINTENANCE, REPAIR, OR FAILURE OF THE LEVEE.

THIS DECLARATION IS FOR INFORMATION PURPOSES ONLY. BUYERS ARE ENCOURAGED TO DO RESEARCH ON THEIR OWN."

11. DECLARATION OF NOTICE RECORDED OCTOBER 8, 2003 AS INSTRUMENT NO. [2003-503588](#) OF OFFICIAL RECORDS, WHICH STATES THE FOLLOWING:

"FUTURE BRIDGE NOTICE

A BRIDGE IS PLANNED TO BE CONSTRUCTED BETWEEN THE LAKES, ALSO KNOWN AS VILLAGE 3 OF DISCOVERY BAY WEST AND LAKESHORE, ALSO KNOWN AS VILLAGE 2 OF DISCOVERY BAY WEST."

12. The terms and provisions contained in the document entitled "RELEASE AND INDEMNITY SUBDIVISION SD 96 8570 (LEVEE FAILURE)" recorded OCTOBER 08, 2003 as INSTRUMENT NO. [2003-503590](#) of Official Records.
13. The terms and provisions contained in the document entitled "DRAINAGE RELEASE" recorded OCTOBER 08, 2003 as INSTRUMENT NO. [2003-503591](#) of Official Records.
14. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded APRIL 29, 2004 as INSTRUMENT NO. [2004-156144](#) 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.

THE LAKES AT DISCOVERY BAY Homeowners Association is referenced in the above mentioned document.

Document(s) declaring modifications thereof recorded SEPTEMBER 15, 2004 as INSTRUMENT NO. [2004-355782](#) of Official Records.

15. A deed of trust to secure an original indebtedness of \$115,000.00 recorded February 06, 2008 as INSTRUMENT NO. [2008-024452](#) OF OFFICIAL RECORDS.
Dated: January 28, 2008
Trustor: TAMMY GRITTANI, AN UNMARRIED WOMAN
Trustee: PRLAP, INC.
Beneficiary: BANK OF AMERICA, N.A. ("BANK")

The above deed of trust states that it secures an equity line/revolving line of credit. Prior to the payment and suspension of the equity line/revolving line of credit, an instruction to suspend and close the equity line/revolving line of credit pursuant to CA Civil Code Section 2943.1 must be executed by the borrower.

16. A deed of trust to secure an original indebtedness of \$315,200.00 recorded March 20, 2013 as INSTRUMENT NO. [2013-070025](#) OF OFFICIAL RECORDS.
Dated: March 11, 2013
Trustor: TAMMY GRITTANI AN UNMARRIED WOMAN
Trustee: FNAS
Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
LENDER: UMC MORTGAGE COMPANY
17. The terms and provisions contained in the document entitled "NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT" recorded DECEMBER 26, 2014 as INSTRUMENT NO. [2014-229414](#) OF OFFICIAL RECORDS.
18. The Solar Energy System, if any, located on the Land being owned by an Independent Solar Energy Producer.
19. A financing statement recorded MARCH 17, 2020 as INSTRUMENT NO. [2020-051584](#) OF OFFICIAL RECORDS.
Debtor: TAMMY GRITTANI
Secured party: TESLA, INC.
20. Any easements and/or servitudes affecting easement parcel(s) TWO herein described.
21. Water rights, claims or title to water, whether or not shown by the Public Records.
22. 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**.

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

23. With respect to the trust referred to in the vesting:
a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Single Family Residence LYING WITHIN A PLANNED UNIT DEVELOPMENT known as 332 Oroville Ct, Discovery Bay, CA 94505.

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 MARCH 22, 2024 as INSTRUMENT NO. 2024-26634 of Official Records.

From: TAMMY GRITTANI, AKA TAMMY ANN GRITTANI-HUMMEL, AN
UNMARRIED WOMAN
To: TAMMY ANN GRITTANI-HUMMEL, AS TRUSTEE OF THE CCHGCH FAMILY
LIVING TRUST DATED 2008, U/A DATED FEBRUARY 6, 2024

3. Note: Please contact the LAKES AT DISCOVERY BAY Homeowner's Association and/or their successors and assigns or any other appropriate entity regarding assessments, transfer fees and other requirements that may be due or imposed upon the contemplated transaction pursuant to the above document(s). Reference is made to the recorded document(s) for full particulars.

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Contra Costa, State of California, described as follows:

PARCEL ONE:

LOT 18, AS SHOWN ON THE MAP OF SUBDIVISION 8570, FILED OCTOBER 8, 2003, IN MAP [BOOK 457, PAGE 18](#), CONTRA COSTA COUNTY RECORDS, AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED DECEMBER 4, 2003, INSTRUMENT NO. [2003-589154](#), OFFICIAL RECORDS.

PARCEL TWO:

TOGETHER WITH THE RIGHT OF WAY (NOT TO BE EXCLUSIVE) AS AN APPURTENANCE TO PARCEL ONE ABOVE, FOR USE AS A ROADWAY FOR VEHICLES OF ALL KINDS, PEDESTRIANS AND ANIMALS, FOR WATER, GAS, OIL, AND SEWER PIPE LINES, AND FOR TELEPHONE, CABLE ELECTRIC LIGHT AND POWER LINES, TOGETHER WITH NECESSARY POLES OR UNDERGROUND CONDUITS TO CARRY SAID LINES, OVER, UNDER AND UPON THE PRIVATE STREETS DESIGNATED AS FALLMAN BOULEVARD, SOUTH LAKEFRONT LOOP, COTTAGE GROVE DRIVE, OROVILLE COURT, CARLYLE DRIVE, TAHOE COURT, HAVASU COURT, ALMANOR DRIVE, ALMANOR COURT, AND HAWTHORNE COURT, AS SHOWN ON THE MAP OF SUBDIVISION 8570, FILED OCTOBER 8, 2003 IN [BOOK 457 OF MAPS, PAGE 18](#) CONTRA COSTA COUNTY RECORDS, AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED DECEMBER 4, 2003, INSTRUMENT NO. [2003-589154](#), OFFICIAL RECORDS, AND SOUTH LAKEFRONT LOOP, GOLD CREEK CIRCLE, WEST PARK CIRCLE, HERON DRIVE, ARCADIA DRIVE AND OASIS DRIVE, AS SHOWN ON THE MAP OF SUBDIVISION 8572, FILED JANUARY 22, 2004 IN MAP [BOOK 460, PAGE 33](#), CONTRA COSTA COUNTY RECORDS, AND FERN RIDGE CIRCLE, GOLD CREEK CIRCLE, AND SOUTH LAKEFRONT LOOP, AS SHOWN ON THE MAP OF SUBDIVISION 8571, FILE JANUARY 22, 2004, IN MAP [BOOK 460, PAGE 27](#), CONTRA COSTA COUNTY RECORDS.

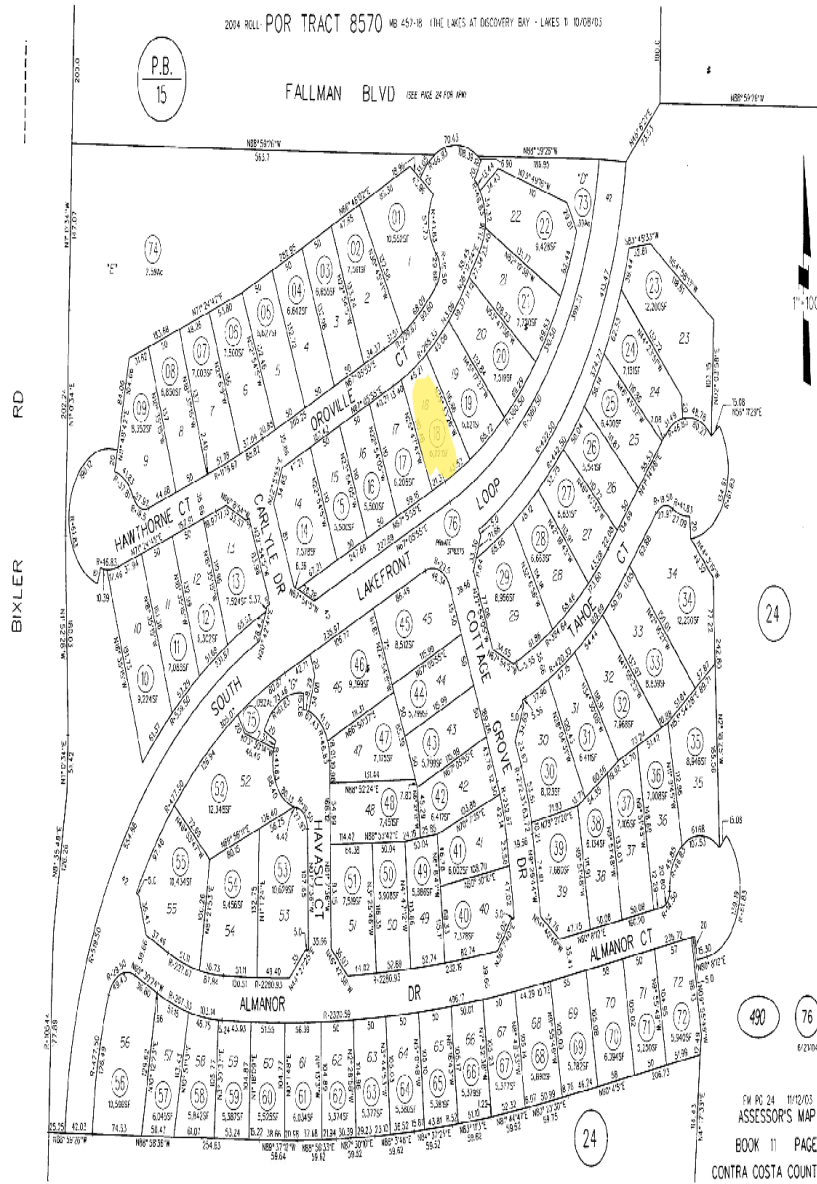
APN: 011-490-018

BALFOUR RD

2004 ROLL POR TRACT 8570 NB 457-18 1/4 LOTS AT DISCOVERY BAY - LINES 1, 10/28/03

P.B.
15

FALLMAN BLVD (SEE PAGE 24 FOR INFO)



15

24

490 76
6/2/04

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREON. ASSESSORS PARALLS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

FW PG 24 11/12/03
ASSESSOR'S MAP
BOOK 11 PAGE 49
CONTRA COSTA COUNTY, CALIF.

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.