

California
**PRELIMINARY
REPORT**
OVERVIEW



Lawyers Title®

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What is a Preliminary Report?

A preliminary report (also known as a title commitment in some areas) is a dated formal report that sets out in detail the conditions under which a policy of title insurance would be issued on a particular parcel of land. Its sole purpose is to facilitate the issuance of the policy.

Within a short time after a title order has been opened, the matters of record relative to the issuance of the title insurance policy on the subject property have been assembled in the title search and examined by skilled technicians. This is the time when the preliminary report is prepared and sent to the customer. The report reflects the matters which would be shown as exceptions in a policy of the title insurance so that the parties to the transaction will be aware of any of those matters of record that may need to be cleared prior to the closing of the transaction. This report is issued before the title policy—hence the name Preliminary Report.

Those matters shown in the report are as follows:

1. The estate or interest covered.
2. The record owner of the estate or interest.
3. A legal description of the parcel of land covered.
4. The easements, liens, encumbrances and other matters which affect the title to the land at the date and time of the report.

Members of the California Land Title Association (CLTA) use the type of report explained on the pages that follow. The investigation of title is normally limited to the public record, with no reference to off-record matters.

All references to specific property, dollar amounts, documents, and individual and corporate identification are fictional and for the purpose of educational sample only.

Explanations of Preliminary Report items are noted in these highlighted boxes.

Preliminary Report Example

PRELIMINARY REPORT



1234 Lawyers Title Way, Suite 123
Title Town, CA 91000

Issuing Policies of **Lawyers Title**

Prelim Number:

LT01234567890

Order No.: LT01234567890

Escrow/Customer Phone: 123-345-6789

Lawyers Title
1234 Lawyers Title Way, Suite 123
Title Town, CA 91000
Attn: John Doe
Email: John.Doe@ltic.com

Title Officer: Jane Smith Title Unit 12
Phone No.: 123-456-7890
Fax No.: 123-456-7890
Email: tu12@ltic.com

Ref No: LECR1234567

Identifies customer escrow file number and includes escrow officer initials for identification.

Property.: 1234 State Street, Your Town, CA 12345

Address of property to be insured.

In response to the above referenced application for a policy of title insurance, Lawyers Title 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.

This paragraph states that the company is prepared to issue the policy elsewhere referred to and points out the fact that there are exceptions and exclusions in the policy form and additional exceptions listed in the report that would not be insured against by the policy, if issued.

With respect to any contemplated owner's policy, 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/ALTA Homeowner's Policy 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 paragraph points out the fact that the language of preprinted exceptions and exclusions is set forth verbatim in Exhibit "B" and encourages the reading of the policy forms. This statement is required by California Law.

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.

**This statement is required by California 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.

Countersigned By:

This paragraph specifies that no liability is intended to be assumed under a preliminary report and further states what should be requested if the customer desires assumption of liability prior to policy issuance.

Schedule A

LAWYERS TITLE COMPANY

PRELIM NO: LT01234567890

Effective date: April 26, 2024, at 7:30 AM

The date and time up to which matters affecting the title to the land herein described have been examined and reported. This is referred to as the "plant date", the date of which the title plant records affecting the land have been posted.

The form of Policy or Policies of Title Insurance contemplated by this Report is:

CLTA Standard Owners Policy - 2022
ALTA Homeowner's Policy of Title Insurance 202
ALTA Loan Policy 2024

This discloses the form of policy requested.

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

A FEE

A Fee is the highest type of estate or interest an owner can have in land, one freely transferable and inheritable, and whose owner is entitled to possession. (There are a number of other estates or interests in land that are insured but not shown here. The word "estate" is used to express the degree, quantity, nature, duration, or extent of an interest in land.)

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

John Smith and Jane Smith, husband and wife as joint tenants

Shows the owner of record and how title is held.

3. The Land referred to in this Report is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Exhibit A

EXHIBIT A Legal Description

For **APN/Parcel ID(s): 123-456-78**

A number assigned to your property by your county tax assessor. This number is the location of the parcel of land by book, page and parcel reference: 123 = book, 456 = page/block and 78 = parcel number. See page 26 for further explanation.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF YOUR CITY, ANY COUNTY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 6, OF TRACT NO. 3103, IN THE CITY OF YOUR CITY, ANY COUNTY, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 288, PAGE(S) 52, 53 AND 54, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

The legal description of the land covered by this preliminary report.

Exceptions

LAWYERS TITLE COMPANY

PRELIM NO: LT01234567890

EXCEPTIONS

The following exceptions will appear in policies when providing standard coverage as outlined below:

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.

These are the "so-called" Western Region Exceptions. If any policy is to be issued in a "standard coverage" format these items will appear in exceptions. These exceptions do not appear in the Homeowner's Policy.

Exceptions

LAWYERS TITLE COMPANY

PRELIM NO: LT01234567890

EXCEPTIONS

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

Items shown in Exceptions are information that affects the property in question including taxes, easements, covenants, conditions and restrictions, liens, judgments, etc.

1. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2025–2026 which are a lien not yet payable.

Unpaid Taxes: The first item shown in Exceptions is a statement regarding the amount and status of any unpaid taxes for the current year's taxes (e.g. taxes now a lien, now due, or respective installments). Note: Taxes are shown in Exceptions if one or both of the installments are not paid. For both installments paid, the information is shown in the Notes section of the report.

2. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.:	123-456-78
Fiscal Year:	2024–2025
1st Installment:	\$4,207.56, Open (Delinquent after December 10) — This amount is valid until December 10, after which penalties apply
Penalty:	\$420.75 — Due with installment amount if paid after December 10
2nd Installment:	\$4,207.56, Open (Delinquent after April 10) — This amount is valid until April 10, after which penalties apply
Penalty and Cost:	\$430.75 — Due with installment amount if paid after April 10
Homeowners Exempt:	\$7,000
Code Area:	03092

3. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.

Supplemental Taxes: Tax reassessments, if any, which attach to the land upon the transfer of ownership or new construction are shown here. NOTE: From this point on, the items shown in the preliminary report will normally be shown chronologically by date. Although this approach is normal from the standpoint of a title examiner, the items are not necessarily shown in any strict order of priority.

4. Assessments and other matters as contained in documents entitled Payment of Contractual Assessment Required, recorded November 25, 2016, as document No. 2016-6177560 and entitled Notice of Assessment, recorded November 25, 2016 as document No. 2016-6177561, pursuant to Chapter 29 of Part 3 of Division 7 of the California Street and Highway Codes providing for the assessments of Western Riverside Council of Governments (WRCOG), Energy Efficiency and Water Conservation Program for Western Riverside County. Said Assessments are collected with County Taxes. The assessment may be Prepaid

Reference is hereby made to said documents for further particulars.

Amount of Assessment \$ 3,204.87 starting the 2024–2025 Tax year.

Payment of Contractual Assessment Required - HERO/PACE

Exceptions

LAWYERS TITLE COMPANY

PRELIM NO: LT01234567890

EXCEPTIONS

5. Covenants, conditions and restrictions as set forth in the document

Recorded: January 25, 1969, Instrument/File No. 1274, Official Records

This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that the covenant, condition or restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607 or (c) relates to a handicap but does not discriminate against handicapped people.

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

The referenced document contains covenants, conditions and restrictions. A restriction is a limitation upon the use of property and generally establishes type of improvements, their design, set back lines, etc. Restrictions affecting a tract of land containing multiple lots establish uniformity.

6. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: Your Local Utility Company
Purpose: Public Utilities and incidental purposes
Recorded: June 15, 1969, Instrument/File No. 5899, Official Records
Affects: Said land, more particularly described therein.

An easement is a right or interest of another party in the land which entitles the holder thereof to some use, privilege or benefit (e.g., poles for wires, pipelines for sewer or electricity conduit, to use or make roads for travel). Occasionally, the exact location and/or extent of said easement is not disclosed in the public records.

7. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby.

Amount: \$100,000.00
Dated: October 5, 1995
Trustor: Robert M. Sellerman and Mary K. Sellerman, Husband and Wife
Trustee: Your Title Company
Beneficiary: Any Bank
Loan No.: 123456
Recorded: October 20, 1995, Instrument/File No. 105689, Official Records

Deeds of Trust: A three-party instrument under which an owner of land (trustor) conveys land to a trustee for the benefit of the lender (beneficiary) to secure the borrower's obligation (usually payment of money evidenced by a promissory note) to the lender. The trustee has limited powers (e.g. to reconvey or to foreclose non-judicially) as specifically directed by the beneficiary.

A substitution of trustee under said deed of trust which names as the substituted trustee, the following

Trustee: Any Trustees, Incorporated
Recorded: June 12, 1997, Instrument/File No. 8889, Official Records

A new trustee is substituted in for the original trustee.

Exceptions

LAWYERS TITLE COMPANY

PRELIM NO: LT01234567890

EXCEPTIONS

The beneficial interest under said deed of trust was assigned of record to

Assignee: XYZ Savings and Loan Association
Recorded: June 12, 1997, Instrument/File No. 8890, Official Records

An assignment is the transfer of the beneficial interest under the deed of trust from the original beneficiary or successor in interest to another beneficiary.

A Notice of Default under the terms of said deed of trust

Executed by: Any Trustees, Incorporated
Recorded: December 9, 2005, Instrument/File No. 12877, Official Records

A Notice of Default shows the obligations of the trust deed were not met (e.g. failure to pay monthly installments) and, therefore, a notice of said default on the payments was recorded. (Notice here the chronology of the items affecting this deed of trust.)

A Notice of Trustee's Sale under said deed of trust

Executed by: Any Trustees, Incorporated
Time and Place of Sale: 10:00 am on April 17, 2006, Local County Court House
Recorded: March 22, 2006, Instrument/File No. 4825, Official Records

A Trustee's Sale is recorded to give written, public notice of the time and place of legal sale of the property.

8. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby.

Amount: \$40,000
Dated: October 5, 1995
Truster: Robert M. Sellerman and Mary K. Sellerman, Husband and Wife
Trustee: Your Title Company
Beneficiary: John Doe and Jane Doe, Husband and Wife as joint tenants
Loan No.: 89456WB
Recorded: October 20, 1995, Instrument/File No. 105690, Official Records

Said deed of trust recites that it is subordinate to the deed of trust recorded concurrently therewith.

The parties have agreed that this last deed of trust is to be a "second" trust deed or a junior lien to the trust deed shown previously above. A subordination agreement may be a separate instrument or, in some cases, it may be incorporated within the deed of trust that is to become subordinate.

Exceptions

LAWYERS TITLE COMPANY

PRELIM NO: LT01234567890

EXCEPTIONS

9. An abstract of judgment for the amount shown below and any other amounts due.

Debtor: Robert M. Sellerman and Mary K. Sellerman
Creditor: A Pool Company, a California Corporation
Date entered: May 25, 2016
County: Your County
Court: Municipal Court, Your County Judicial District
Case No.: 743611
Amount: \$2365.30, including penalty and costs
Recorded: June 17, 2016, Instrument/File No. 10005, Official Records

As of the date of recording, an abstract of judgment imposes a lien on this and all other real and personal property now owned or hereafter acquired by the debtor until satisfaction or expiration of the lien.

10. A tax lien for the amount shown and any other amounts due, in favor of the United States of America, assessed by the District Director of Internal Revenue.

Federal Serial No.: US12345
Tax Payer: Robert M. Sellerman and Mary K. Sellerman
Amount: \$345.21
Recorded: November 12, 2016, Instrument/File No. 148596, Official Records

Federal tax liens become a lien on all property and the rights to property (including real and personal) of the parties liable.

11. A lien for the amount shown and any other amounts due, in favor of the State of California.

Amount: \$320.54
Filed by: State of California
Taxpayer: Robert M. Sellerman and Mary K. Sellerman
Cert Number: 73492
Recorded: November 12, 2017, Instrument/File No. 137894, Official Records

State tax liens become a lien on all property and the rights to property (including real and personal) of the parties liable.

12. A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County: Your County
Fiscal Year: 2004–2005
Date entered: November 1, 2004
Tax Payer: Robert M. Sellerman and Mary K. Sellerman
County ID No.: 3941
Amount: \$193.60, including penalty and costs
Recorded: December 5, 2017, Instrument/File No. 159459, Official Records

Most State and County liens have the force, effect and priority of a money judgment.

Exceptions

LAWYERS TITLE COMPANY

PRELIM NO: LT01234567890

EXCEPTIONS

13. A pending court action as disclosed by a recorded notice.

Plaintiff: Mary K. Sellerman
Defendant: Robert M. Sellerman
County: Your County
Court: Any Court
Case No.: 0108094
Nature of Action: Affects Real Property
Recorded: February 5, 2018, Instrument/File No. 9784, Official Records

Usually denotes a dispute regarding the land as to ownership, liens or other matters.

14. PAYMENT OF TRANSFER REQUIRED, as set forth in a document Recorded on "month Day, year, and have an instrument number (April 25, 2018 as instrument number 2018584268)" of Official Records

Transfer Fee Amount: 1%
Expiration Date (if any): none
Payee: Seller/Developer's Charitable Foundation
Address: 1 Developer Way, Any City, CA, (123) 456-7890

This exception discloses a private transfer fee that must be paid upon every transfer of the property.

15. The effect of a Deed as set forth below:

Grantor: Robert M. Sellerman and Mary K. Sellerman, Husband and Wife as joint tenants
Grantee: Joseph G. Pratte
Dated: February 7, 2021
Recording Date: February 7, 2021
Recording No.: 2021002144, of Official Records

The Company requires that an affidavit (attached) be completed and executed by the above grantor and that said affidavit be acknowledged before a notary who is an employee of the title or escrow Company and then submitted to the Title Officer for review.

The Company further requires a statement of information from the above grantors in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said Land, but which if any do exist, may affect the title or impose liens or encumbrances thereon.

16. **A financing statement as follows:**

Debtor: Rober M. Sllerman and Mary K. Sellerman

Secured Party: California Solar

Recording Date: January 1, 2018

Solar Uniform Financing Statement (UCCT)

Recording No: 2018-0000101

17. Any right, title or interest of California Solar in or to the solar energy system located on the Land as disclosed by that certain Notice of Independent Solar Energy System Producer Contract recorded

Recording date: March 3, 2021
Recording No.: 2021034877

Solar System Notice of Contract

An easement for access, maintenance, repair, and removal of said solar energy system as disclosed by said Notice.

END OF EXCEPTIONS

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

Requirements

LAWYERS TITLE COMPANY

PRELIM NO: LT01234567890

REQUIREMENTS

1. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): Robert M. Sellerman and Mary K. Sellerman

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

Statement of Information ("SI" or "S of I"): This confidential information statement is used to enable your Lawyers Title officer to consider matters that may affect the interest of the seller and/or buyer against whom there may be judgments, tax liens or other matters affecting property ownership but do not describe specific land.

END OF REQUIREMENTS

Informational Notes

LAWYERS TITLE COMPANY

PRELIM NO: LT01234567890

INFORMATIONAL NOTES

NOTE NO. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

Disclaimer for the attached map which shows your property.

NOTE NO. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

This note discusses the California Statute requiring deposits of funds available for withdrawal from the Company's account prior to use for payments of any kind. It also gives wiring instructions for the office.

WIRING INSTRUCTIONS FOR THIS OFFICE ARE:

ABC Bank California
123 Main Street
Your City, California 93000

RE: 89784 - 2006

PLEASE INDICATE Your Title Company ESCROW OR TITLE ORDER NUMBER

Informational Notes

LAWYERS TITLE COMPANY

PRELIM NO: LT01234567890

INFORMATIONAL NOTES

NOTE NO. 3: The charges which the company will make for next day messenger services (i.e. Federal Express, UPS, DHL, Airborne, Express mail, etc.) Are \$15.00 per letter, standard overnight service, and \$25.00 for larger size packages and/or priority delivery services. Such charges include the cost of such messenger service and the company's expenses for arranging such messenger service and its overhead and profit. Special messenger services will be billed at the cost of such services. There will be no additional charge for pick-up or delivery of packages via the company's regularly scheduled messenger runs.

Information regarding additional charges and expenses for messenger service(s). Fee schedules are subject to change without notice.

NOTE NO. 4: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an ALTA Loan Policy, when issued.

Regarding the issuance of CLTA Endorsement Form 100 to a lender only.

NOTE NO. 5: The following information will be included in the CLTA Form 116 Endorsement to be issued pursuant to this order:

There is located on said land: A single-family residence
Known as: 1234 State Street, Your Town, California

Regarding the issuance of CLTA Endorsement Form 116 to a lender only.

NOTE NO. 6: There are no conveyances affecting said land recorded within 24 months of the date of this report.

Required by lenders, this is shown if a change in vesting occurred prior to 24 months before the plant date, disclosing recent transfers of the property. If a change in vesting occurred within 24 months, the grantor, grantee and recording date of the document would be shown.

NOTE NO. 7: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Tax Identification No.:	123-456-78
Fiscal year:	2024-2025
1st Installment:	\$4,207.56
Penalty	\$420.75
2nd Installment:	\$4,207.56
Penalty and Cost:	\$430.75
Homeowners Exempt:	\$7,000
Code Area:	03092

END OF INFORMATIONAL NOTES

Policy Exclusions & Exceptions

This section sets forth exclusions from coverage on the policies to be issued and should be reviewed.

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11-09-18)

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 or 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.

Proceedings by a public agency which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
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 unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

Policy Exclusions & Exceptions

ATTACHMENT ONE (CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22) 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.

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:

PART I

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.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

Policy Exclusions & Exceptions

ATTACHMENT ONE (CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21) 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:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

Policy Exclusions & Exceptions

ATTACHMENT ONE (CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) 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.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

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:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

Policy Exclusions & Exceptions

ATTACHMENT ONE (CONTINUED)

ALTA OWNER'S POLICY (07-01-2021)

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.

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:

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 as 1 through 7 below:

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.

Policy Exclusions & Exceptions

ATTACHMENT ONE (CONTINUED)

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.

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:

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 1 through 7 below:

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.

End of Exhibit B exclusions from coverage.



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