



First American Title™

First American Title Company

30 North Street

Healdsburg, CA 95448

California Department of Insurance License No. 151

Escrow Officer: Nancy Clough
Phone: (707)433-7288
Fax No.: (866)440-2050
E-Mail: nclough@firstam.com

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

Buyer: C and F company, LLC
Owner: Soracco Family Vineyards, LLC
Property: 3714 Westside Rd
Healdsburg, CA 95448

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 June 27, 2023 at 7:30 A.M.

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

To Be Determined

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

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

SORACCO FAMILY VINEYARDS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

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

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2023-2024, a lien not yet due or payable.
2. Assessment liens, if applicable, collected with the general and special taxes, including but not limited to those disclosed by the reflection of the following on the tax roll:

Community Facilities District M/R CO FIRE-CFD#5 DRY CRK.
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. A document entitled JUDGMENT recorded November 14, 1936 as BOOK 418, PAGE 361, SERIAL NO. [A76172](#) of Official Records.
5. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded February 27, 1970 as [BOOK 2447, PAGE 496](#) of Official Records.

6. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded March 01, 1972 as [BOOK 2607, PAGE 799](#) of Official Records.
7. The Terms, Provisions and Easement(s) contained in the document entitled LANDSCAPE EASEMENT AND QUITCLAIM DEED recorded July 26, 2013 as INSTRUMENT NO. [2013-76989](#) of Official Records.
8. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

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

9. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
10. Water rights, claims or title to water, whether or not shown by the Public Records.
11. Any claim that any portion of the land is below the ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline.
12. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water, including a public right of access to the water.
13. Any claim that any portion of the land is or was formerly tidelands or submerged lands.
14. Rights of parties in possession.

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

15. With respect to SORACCO FAMILY VINEYARDS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY:
 - a. A copy of its operating agreement or similar document and any amendments thereto;
 - b. A official copy of its articles of organization or similar incorporation document and any corrections, amendments or restatements thereto;
 - c. Evidence that the limited liability company is properly formed and is in good standing in the state of its domicile;
 - d. 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. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment:	\$10,014.18, PAID
Penalty:	\$0.00
Second Installment:	\$10,014.18, PAID
Penalty:	\$0.00
Tax Rate Area:	176-021
A. P. No.:	110-090-006-000

2. The property covered by this report is vacant land.

3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

4. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

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 Sonoma, State of California, described as follows:

BEING ON THE SOTOYOME RANCH WESTERLY OF RUSSIAN RIVER, AND ON THE EASTERLY SIDE OF THE COUNTY ROAD LEADING FROM HEALDSBURG TO GUERNEVILLE, AND BEGINNING AT A CONCRETE MONUMENT WITH IRON CENTER, 8 INCHES IN DIAMETER PLACED 2-1/2 FEET IN THE GROUND, WHICH POINT IN THE SOUTHEAST CORNER OF THE LAND CONVEYED BE JOHN N. MCCLISH AND MARTHA E. MCCLISH, HIS WIFE, TO J.M MCCLISH AND GEORGIA E. MCCLISH BY DEED DATED JANUARY 9, 1914 AND RECORDED IN THE COUNTY RECORDER'S OFFICE OF SONOMA COUNTY IN [VOLUME 319 OF DEEDS, PAGE 211](#), SAID LAND BEING NOW OWNED BY J.M. CHITWOOD AND WIFE, AND FROM WHICH POINT OF BEGINNING AN IRON PIN MARKING THE NORTHEAST CORNER OF SAID CHITWOOD LANDS BEARS NORTH 27° WEST, 6.38 CHAINS DISTANT; THENCE ALONG THE SOUTH LINE OF SAID CHITWOOD LANDS, SOUTH 63 ¼° WEST, 16.57 CHAINS TO AN IRON PIN DRIVEN IN THE PRESENT CENTER OF THE SAID COUNTY ROAD LEADING FROM HEALDSBURG TO GUERNEVILLE, SAID LAST NAMED IRON PIN BEING ALSO THE SOUTHWEST CORNER OF THE AFORESAID CHITWOOD LAND (FROM THIS POINT A SPRING IS LOCATED BY THE FOLLOWING COURSES AND DISTANCES VIZ; NORTH 1 ¾° WEST 5.15 CHAINS; THENCE NORTH 17° WEST, 5.84 CHAINS THENCE WEST 9.92 CHAINS TO SPRING); THENCE ALONG THE CENTER OF SAID COUNTY ROAD, SOUTH 1 ¾° EAST 1.52 CHAINS; THENCE 13 ½° EAST, 1.50 CHAINS; THENCE SOUTH 25° EAST, 4.24 CHAINS; THENCE SOUTH 49° EAST, 1.00 CHAINS; THENCE SOUTH 76° EAST 4.44 CHAINS (FROM THIS POINT THE COMMON CORNER OF THE LANDS OF DANIEL N. GODDARD, PONZO AND LEONI BEARS SOUTH 55° WEST, 11.71 CHAINS, AND FROM WHICH COMMON CORNER A SPRING BEARS NORTH 14° EAST, 2.54 CHAINS); THENCE SOUTH 64 ½° EAST, 3.54 CHAINS; THENCE SOUTH 37° EAST, 8.10 CHAINS; THENCE SOUTH 23 1/4° EAST, 1.40 CHAINS TO AN IRON PIN DRIVEN IN THE CENTER OF SAID COUNTY ROAD; THENCE LEAVING SAID COUNTY ROAD, AND ALONG THE NORTHERLY LINE OF THE LAND FORMALLY OWNED BY J. L. MCCLISH, NORTH 87 1/4° EAST .54 CHAINS; THENCE SOUTH 65 3/4° EAST 2.43 CHAINS; THENCE NORTH 89° EAST, 2.08 CHAINS; THENCE NORTH 60° EAST, 1.33 CHAINS; THENCE NORTH 88 3/4° EAST, 1.25 CHAINS, THENCE NORTH 44 1/4° EAST, 3.31 CHAINS; THENCE NORTH 88 1/4° EAST, 4.52 CHAINS; THENCE NORTH 84 1/4° EAST, 2.56 CHAINS, THENCE NORTH 65 1/4° EAST, 1.93 CHAINS; THENCE NORTH 53° EAST, 10.40 CHAINS TO AN IRON PIPE SET IN CONCRETE IN THE GROUND, BEING THE SOUTHWEST CORNER OF THE LAND OF FRANK P. GRACE COMPANY, THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LAST MENTIONED LAND, NORTH 38° WEST, 22.74 CHAINS TO AN IRON PIPE DRIVEN IN THE GROUND; THENCE NORTH 43 ½° WEST, 8.10 CHAINS TO THE SOUTH LINE OF THE LAND OF MRS. F. W. GODDARD, WHICH POINT OF INTERSECTION IS THE NORTHWEST CORNER OF THE SAID LAND OF FRANK P. GRACE COMPANY, THENCE ALONG SAID SOUTH LINE OF SAID GODDARD LAND, SOUTH 77 1/4° WEST, 11.53 CHAINS TO AN IRON PIN DRIVEN IN THE GROUND, BEING THE NORTHWEST CORNER OF THE AFORESAID LAND OF J. M. CHIRWOOD AND WIFE; THENCE ALONG THE EASTERLY LINE OF SAID CHITWOOD LAND, SOUTH 27° EAST, 6.38 CHAINS TO THE PLACE OF BEGINNING.

ALSO, ALL SPRINGS, LAND RIGHTS OF WAY, EASEMENTS AND PROPERTY EXCEPTED TO SAID JOHN N. MCCLISH IN THAT CERTAIN DEED DATED NOVEMBER 10, 1891, EXECUTED BY SAID JOHN N. MCCLISH TO RALPH MCCLISH AND RECORDED IN [LIBER 152 OF DEEDS, PAGE 501](#), SONOMA COUNTY RECORDS.

ALSO, ALL SPRINGS, LAND RIGHTS OF WAY, EASEMENTS AND PROPERTY EXCEPTED TO THE SAID JOHN N. MCCLISH AND ELLA MCCLISH IN THAT CERTAIN DEED DATED OCTOBER 17, 1912, EXECUTED BY THEM TO FRED LEONI, AND RECORDED IN [LIBER 303 OF DEEDS, PAGE 136](#), SONOMA COUNTY RECORDS.

ALSO A PERPETUAL RIGHT OF WAY FOR A PIPE LINE IN, UPON AND OVER THE ABOVE MENTIONED LANDS OF J. N. CHITWOOD AND WIFE, AND ALL EASEMENTS AND PROPERTY EXCEPTED IN THE ABOVE MENTIONED DEED, EXECUTED BY J. N. AND MARTHA E. MCCLISH TO J. M. AND GEORGIA E. MCCLISH.

SAVING AND EXCEPTING HOWEVER THAT CERTAIN SPRING AND TRACT CONVEYED BY JOHN N. MCCLISH TO FRED LEONI BY DEED DATED JUNE 30, 1930 AND RECORDED IN [LIBER 265 OF OFFICIAL RECORDS, PAGE 351](#), SONOMA COUNTY RECORDS.

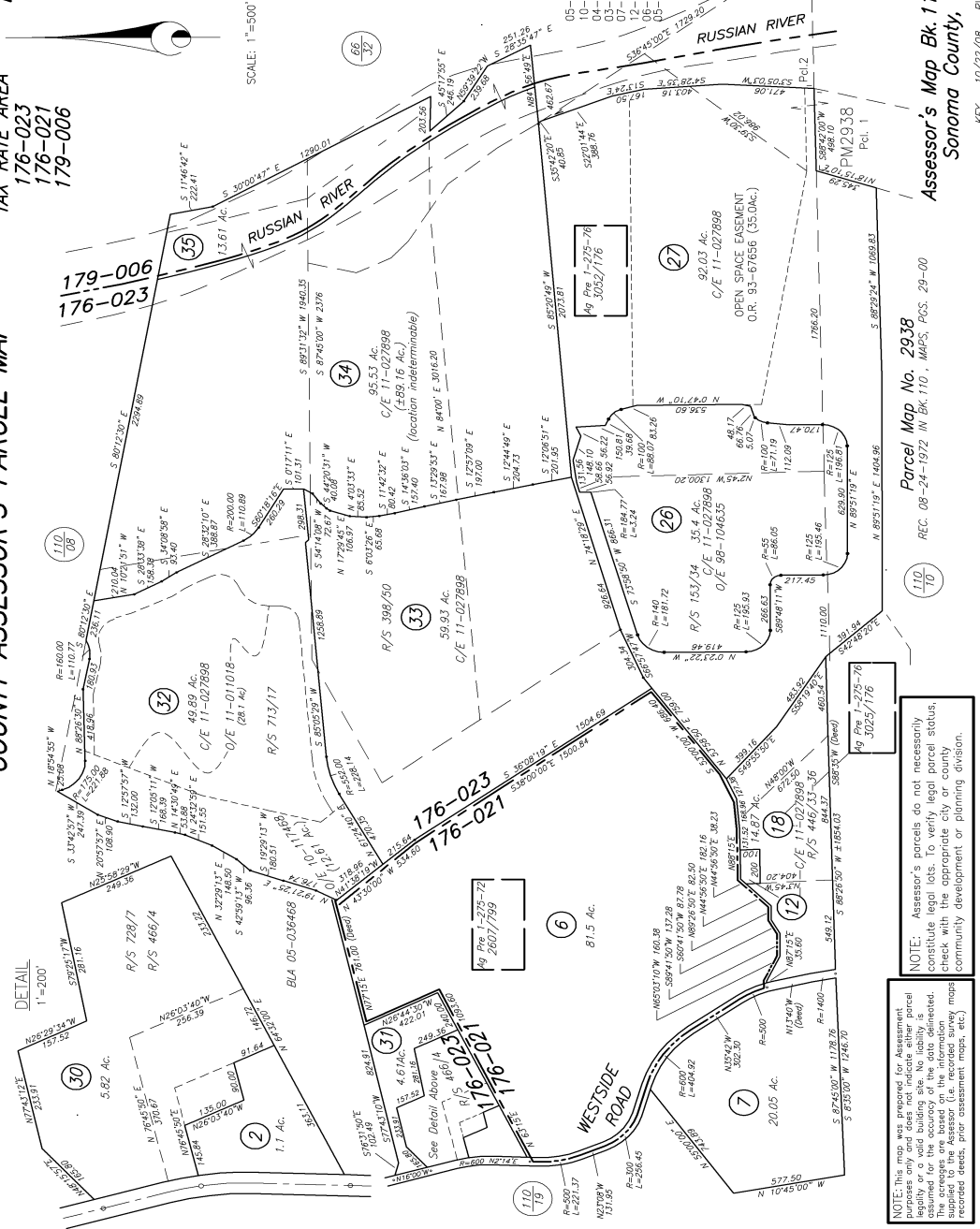
TOGETHER WITH ALL AND SINGULAR, THE TENEMENTS, HEREDITEMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANYWAY APPERTAINING, AND THE REVERSION AND REVERSIONS, REMAINDER AND REMAINDERS, RENTS, ISSUES AND PROFITS THEREOF.

[APN: 110-090-006-000](#)

TAX RATE AREA
176-023
176-021
179-006

COUNTY ASSESSOR'S PARCEL MAP

110-09



NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a valid building site. No liability is assumed by the Assessor for any errors or omissions. The acreages are based on the information supplied to the Assessor (i.e. recorded survey maps, recorded deeds, prior assessment maps, etc.).

NOTE: Assessor's parcels do not necessarily include legal lots. To verify legal parcel status, check with the Assessor's office or planning division.

Parcel Map No. 2938
REC. 08-24-1972 IN BK. 110, MAPS, PGS. 29-00

Assessor's Map Bk. 110, Pg. 09
Sonoma County, Calif. (AGAO)

KEY 10/22/08 RW

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)
CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE [(07-01-2021) v. 01.00]
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown on Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown on Schedule A or \$2,500 (whichever is less)	\$5,000

ALTA OWNER'S POLICY [(07-01-2021) V. 01.00]
CLTA STANDARD COVERAGE OWNER'S POLICY [(02-04-22) V. 01.00]
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7. The 2021 CLTA Standard Coverage Owner's Policy will include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas,

uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

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

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.