



*First American Title*

## International Owner's Policy of Title Insurance

ISSUED BY

**First American Title Insurance Company**

POLICY NUMBER

**INTO120310721**

# Owner's Policy

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a California corporation in the United States of America (the "Company") insures, as of Date of Policy against actual loss, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien, charge, privilege, Mortgage or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetence, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have properly authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by Law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly Recorded in the Public Records; or

**(Covered Risks Continued on Page 2)**

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

***First American Title Insurance Company***



Dennis J. Gilmore  
President

Timothy Kemp  
Secretary

(This Policy is valid only when Schedules A and B are attached)

## COVERED RISKS (Continued)

- (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real property taxes or assessments imposed on the Title by a governmental authority due and payable, but unpaid.
  - (c) An easement or right of way
3. No legal right of access to and from the Land.
  4. Restrictive covenants on the Title limiting the use of the Land;
  5. Others having rights arising out of leases, contracts or options on the Title;
  6. The invalidity of any conveyance or transfer of the Title derived through a deceased's estate;
  7. Estate or inheritance tax liens on the Title;
  8. An erroneous or inadequate legal description of the Land affecting the Title.
  9. The exercise of the rights of eminent domain, resumption, expropriation or similar rights conferred under the Laws if a notice of the exercise, describing any part of the Land, is Recorded.

THE COMPANY WILL ALSO PAY THE COSTS, LEGAL FEES, AND EXPENSES INCURRED IN DEFENSE OF ANY MATTER INSURED AGAINST BY THIS POLICY, BUT ONLY TO THE EXTENT PROVIDED IN THE CONDITIONS.

## EXCLUSIONS FROM COVERAGE

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

1. (a) Any Law (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 now or hereafter erected on the Land;
  - (iii) the subdivision or amalgamation of Title to land; or
  - (iv) environmental protection;

or the effect of any violation of these Laws.

- (b) Any governmental power not excluded by (a) above.
2. Rights of eminent domain, resumption, expropriation or similar rights conferred under the Laws, unless notice of the exercise thereof has been Recorded. This Exclusion does not modify or limit the coverage provided under Covered Risk 9.
3. Defects, liens, charges, privileges, encumbrances, adverse claims, or other matters, whether or not Recorded:
  - (a) created, permitted, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, 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 to the Insured Claimant;
  - (d) Created or attaching to the Title subsequent to Date of Policy; or
  - (e) resulting in loss 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 bankruptcy, insolvency, or similar creditors' rights Laws or laws.
  5. Water rights or claims or title to water, whether or not shown by the Public Records.
  6. Claims, title, rights of access, rights of entry to, rights of exploration of and permits for any natural resources including, but not limited to, timber, minerals of every kind and nature, oil, gas and all other hydrocarbons.
  7. Claims by indigenous, aboriginal, native or similar groups or persons based solely upon their status as a member of one or more of these groups.
  8. Any claim against the Title filed or asserted by third parties in courts outside of the country where the Land is located.
  9. The failure of the Land to contain any of the surface area that may be stated in Schedule

## EXCLUSIONS FROM COVERAGE (Continued)

A.

### CONDITIONS

#### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- Insured are both wholly-owned by the same person or Entity, or
- (a) "Amount of Insurance": The amount specified in Schedule A, as may be increased or decreased by endorsement to this policy, or decreased by Section 10 of these Conditions.
  - (b) "Date of Policy": The date specified as "Date of Policy" in Schedule A.
  - (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
  - (d) "Improvements": buildings, fixtures, immovables, infrastructure and other improvements constructed on or beneath the Land that by Law constitute real property.
  - (e) "Insured": The party named in Schedule A.
    - (i) The term "Insured" also includes
      - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
      - (C) successors to an Insured by its conversion to another kind of Entity;
      - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title if
        - (1) the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
        - (2) the grantee wholly owns the named Insured,
        - (3) the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named
  - (4) the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
  - (f) "Insured Claimant": An Insured claiming loss.
  - (g) "Knowledge," "Known" or "Knows": Actual knowledge, not knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart notice of matters affecting the Title.
  - (h) "Land": The land described in Schedule A, and Improvements. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a legal right of access to and from the Land is insured by this policy.
  - (i) "Law" or "Laws": Law(s), by-law(s), ordinance(s), order(s), codes(s), rule(s), decree(s) permit (s) or governmental regulation(s) of the country in which the Land is situated.
  - (j) "Mortgage": Mortgage, hypothec, guarantee trust, pledge, deed of trust, trust deed, deed to secure debt or other security instrument, including one evidenced by electronic means authorized by law.
  - (k) "Public Records": Those records maintained by a governmental or quasi-governmental agency in which Mortgages, deeds and other documents that convey title to the Land must be Recorded in order to provide actual, constructive or deemed notice of their contents to purchasers and/or mortgagees of real

## CONDITIONS (Continued)

property for value and without Knowledge.

- (l) "Record", "Recording" or "Recorded": record, index, annotate and/or register in the Public Records.
- (m) "Title": The estate or interest described in Schedule A.

Whenever undefined words are used in the language of this policy the fair meaning of the words shall be used to determine the application or non-application of the words with respect to the risk, claim, interest or other matter.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not (a) continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured, or (b) be assigned, or (c) be pledged. For the avoidance of doubt, a transfer of the ownership of the shares, partnership or membership interest in an Insured Entity will not in itself terminate the policy.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing, but in no event later than 14 days from the date when the Insured knows of any claim of title or interest that is adverse to the Title or the lien, charge or privilege of the Insured Mortgage, as insured, and that might cause loss for which the Company may be liable by virtue of this policy. If the Company is prejudiced by the failure of the Insured Claimant to provide such notification, the Company's liability to the Insured Claimant under this policy shall be reduced to the extent of the prejudice.

### 4. PROOF AND CALCULATION OF LOSS

To enable the Company to determine and satisfy itself as to the amount of actual loss suffered by the Insured Claimant in the event that the Company is unable to successfully defend, cure or settle the insured defect in Title or adverse claim or matter, the Insured Claimant must furnish a signed proof of actual loss. The proof

of actual loss must:

- (a) Describe the defect, lien, charge, privilege, encumbrance, or other matter insured against by this policy that constitutes the basis of actual loss,
- (b) Confirm the financial default in breach of the terms of a purchase money Mortgage described in Section 2 (failure to make due payments) and foreclosure or other enforcement of such purchase money Mortgage, and
- (c) Provide a calculation of the actual loss in accordance with Section 8 of this policy.

The Company shall be entitled, if it so decides, to obtain its own expert valuation in respect of the calculation and proof of loss in (c) above and if such valuation differs from any obtained by the Insured Claimant and agreement by the Insured Claimant and the Company on the correct valuation figure cannot be reached, then a third valuation by an expert chosen mutually by and at joint and equal expense of the Company and the Insured Claimant shall be obtained which shall be final and binding on both parties.

### 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured Claimant in litigation in which any third party asserts a claim adverse to the Insured and covered by this policy. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. During any period of war, insurrection, riot, civil unrest, act of a public enemy, epidemic, quarantine restriction, governmental restriction, nationalization, acts of God, or other similar cause beyond the reasonable control and without the fault of the Company that impairs the ability of the Company to provide such defense, this obligation shall be suspended. The Company shall not have liability for loss arising from any adverse ruling during such period of suspension, or for any other loss arising from a delay in providing the defense under this section, as a result of the incidents giving rise to such suspension.
- (b) The Company shall have the right to select lawyers of its choice (subject to the

## CONDITIONS (Continued)

right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other lawyers. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (c) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss to the Insured. The Company may take any appropriate action under the terms of this policy in respect of any claim, whether or not it is liable to the Insured to meet such claim under the policy terms. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy unless expressly stated otherwise in writing by the Company. If the Company exercises its rights under this subsection, it must do so diligently.
- (d) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation, notwithstanding that the Title may be affected by an injunction or interdiction, to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the

reasonable opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim, including any liability or obligation to defend, prosecute or continue any litigation.

### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional

## CONDITIONS (Continued)

options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, legal fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than an Insured or With the Insured Claimant.

- (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, legal fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) to pay or otherwise settle with the Insured Claimant the loss provided for under this policy, together with any costs, legal fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss sustained or incurred by the Insured Claimant who has suffered loss by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss under this policy shall not exceed the lesser of

- (i) the Amount of Insurance, or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) In the event the Amount of Insurance is less than the value of the Title or the full consideration paid for the Title, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the Amount of Insurance bears to the total value of the Title at Date of Policy.

- (c) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, legal fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

### 9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, charge, privilege, Mortgage or encumbrance, or cures the lack of a legal right of access to or from the Land, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss caused to the Insured.

- (b) In the event of any litigation or proceeding, including litigation or proceeding instituted by the Company or with the Company's consent, the Company shall have no liability for loss until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

- (c) The Company shall not be liable for loss to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the

**CONDITIONS (Continued)**

Company.

**10. REDUCTION OF INSURANCE;  
REDUCTION OR TERMINATION OF  
LIABILITY**

- (a) All payments under this policy, except payments made for costs, legal fees, and expenses incurred or approved by the Company, shall reduce the Amount of Insurance by the amount of the payment.
- (b) If the Insured communicates the existence or terms of this policy to a third party (other than the Insured's professional advisers owing a duty of confidentiality to the Insured) without the Company's prior written consent and as a result a claim arises or a loss increases, the Company's liability to the Insured under this policy shall be reduced to the extent it is prejudiced.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. APPORTIONMENT**

If the Land consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the Amount of Insurance was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the Insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

**13. PAYMENT OF LOSS**

When liability and the extent of loss have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**14. RIGHTS OF RECOVERY UPON  
PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, legal fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**15. LIABILITY LIMITED TO THIS POLICY;  
POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. Without limiting the foregoing, all prior or contemporaneous oral agreements, understandings, representations and statements are merged herein and shall be of no further force or effect. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and signed by an authorized person.

## CONDITIONS (Continued)

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

### 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, with the exception of Section 17, is held invalid or unenforceable under applicable Law or the law applicable under Section 17 (a) (ii), this policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

### 17. CHOICE OF LAW; FORUM; NO JURY TRIAL

(a) Choice of Law: The Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law applicable to the interpretation, rights, remedies, and enforcement of policies of title insurance of the State of California in the United States of America, which state and country is the domicile of the Company.

Therefore, the court shall (i) apply the Law to determine the validity of claims against the Title

or the lien, charge or privilege of the Insured Mortgage that are adverse to the Insured and (ii) the law of the State of California in the United States of America to interpret and enforce the terms of this policy. In neither case shall the court apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured or the Company for the interpretation or enforcement of the terms of this policy must be filed only in the state of California in the United States of America, which state and country is the domicile of the Company. The Insured may not bring any litigation or other proceeding relating to the interpretation or enforcement of this policy in a court or other tribunal, except as described in the preceding sentence.

(c) No Jury Trial: In any litigation or proceeding filed against the Company concerning any aspect of coverage under this policy, the Insured Claimant is permitted only to have the case heard by a judge and not by a jury.

### 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 5 First American Way 4<sup>th</sup> Floor, Santa Ana, CA 92702, Attn: Claims Department.

## SCHEDULE A

File No.: 874535

Policy No.: INTO120310721

Amount of Insurance: \$2,400,000.00 (USD)

Date of Policy:

March 2, 2012

1. Name of Insured:

BT Costa Rican Land, SRL

2. The estate or interest in the Land which is covered by this Policy is:

Fee Simple (*Dominio Pleno*)

3. The Title is vested in:

BT Costa Rican Land, SRL

4. The Land referred to in this Policy is described as follows:

Property One: Finca (*Folio Real*) No. 5-00036433-000, as described in *Escritura Pública* (Deed) No. 16 of the protocol of Notary Public, Lic Leonora Granados Sancho, in and for San José, Costa Rica, Recorded on March 2, 2012 at Entry No. 45314, Volume 2012 of the National Public Registry of Property of San José, Costa Rica, and which is located in District of Nacascolo, First *Canton* (County) of Liberia, Province of Guanacaste, Costa Rica

By: **First American Title Insurance Company**  
Authorized Signatory

## SCHEDULE B

File No.: 874535

Policy No.: INTO120310721

### EXCEPTIONS TO COVERAGE

**THIS POLICY WILL NOT INSURE AGAINST LOSS OR DAMAGE AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF THE FOLLOWING:**

1. Real property taxes or assessments imposed on the Title subsequent to Date of Policy.
2. Any rights of third parties to use the *servidumbre de paso* (access easement), Recorded at Book 310, Entry 07402, Sequence 01-0903-001 and Book 2421, Page 307, Entry 1 of the National Public Registry of Property of San José, Costa Rica.
3. Riparian rights along any creeks (*yurros*).
4. Lack of Title to any of the Land that is below the line of mean high tide or water mark of *yurros*.
5. Any dispute as to boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously, under water.
6. Setback (*restricción de construcción*) from the borders of the creeks (*yurros*).

