

**AGREEMENT FOR PURCHASE AND SALE OF PROPERTY EASEMENT
AND ESCROW INSTRUCTIONS AND
TEMPORARY CONSTRUCTION EASEMENT RENT**

**Friant-Kern Raw Water Pipeline Project
WC00038**

MARY LYNN HAUNGS, AS TRUSTEE OF THE MARY LYNN HAUNGS LIVING TRUST DATED AUGUST 17, 1989, hereinafter called the "Seller," without regard to number or gender, hereby agrees to sell to the CITY OF FRESNO, a municipal corporation, hereinafter called the "City," the hereinafter described property easement on the following terms and conditions:

1. The real property which is the subject of this Agreement is situated in the County of Fresno, State of California and may hereinafter for convenience be referred to as the "Subject Property," being a permanent property easement and Temporary Construction Easement (TCE) within of Assessor's Parcel Number 580-040-03S, and which is more particularly described as:

Exhibits "A", "B", "C" and "D" relative to a permanent property easement and Exhibits "E", "F", "G" and "H" for TCE attached hereto, and by reference made a part of hereof.

2. The City shall pay to Seller the total purchase price of Thirty-Two Thousand Six Hundred dollars (\$32,600) ("Purchase Price") as just compensation for the permanent easement together with Eleven Thousand Four Hundred Fifty-Five dollars (\$11,455)/year, or any portion thereof, as rent for a temporary construction easement ("TCE Rent"), subject to monthly proration as needed, for the duration of the City's use of the Temporary Construction Easement.

The first year of TCE Rent will be paid in advance and received by Seller within thirty (30) days of the City's issuance of the Notice to Proceed. If more than one year of TCE rental is required, the remainder of the TCE Rent due to Seller will be paid upon completion of the project, prorated, per the conditions set forth above. The terms of the Temporary Construction Easement shall not merge with the deed for the permanent property easement, and shall survive recordation of the permanent property easement.

3. It is understood and agreed by and between the parties hereto that the Temporary Construction Easement granted to the City in this transaction is for the purpose of allowing the City or its authorized Contractor to enter upon the remaining property of Seller, where necessary, within the temporary construction easement area, and to use equipment and materials thereon, for the purpose of constructing a new raw water pipeline. Said easement imposes upon the City the obligation to exercise such rights where required by the construction project and to leave Seller's remaining property in like condition as found, or better. The City's rental of the Temporary Construction Easement shall commence upon issuance of a Notice to Proceed to the City's contractor to start construction, and shall terminate when the City provides written notice to Seller that the use of the Temporary Construction Easement is no longer necessary.

4. Seller acknowledges that the City has the power to acquire the Subject Property for public purposes by eminent domain. If title does not pass to the City within the time provided by this Agreement, the City may begin eminent domain proceedings to acquire such possession or title. The parties agree and stipulate that the net sum payable to Seller hereunder shall be conclusively deemed to be the total just compensation payable in such proceedings, and this Agreement may be filed with the court as stipulation upon which judgment may be entered in the eminent domain proceeding as to the just compensation to be paid to Seller. Seller waives all other defenses in said proceeding.

5. It is agreed and confirmed by the City and the Seller that notwithstanding other provisions in this Agreement, the right of possession and use of the permanent property easement by the City, including the right to remove and dispose of improvements within the permanent property easement, shall commence upon the City's issuance of the Notice to Proceed. The Purchase Price and TCE Rent, includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date. The terms for payment of TCE Rent are set forth in Paragraph 2, above.

6. Seller represents and warrants that it has the authority to make the offer herein made, and that it holds fee title to said real property and can convey the Subject Property free and clear of all liens, encumbrances, and restrictions of record except for the title exceptions noted in 7.b below.

7. The sale shall be completed through an escrow to be opened at Chicago Title Company, 2540 W. Shaw Lane, Fresno, California, 93711 (Escrow Officer: Suzanne C. Ford). Said escrow shall be opened upon the following terms and conditions, and the Seller and City by their signature to this Agreement make this paragraph their escrow instructions:

- a. The City shall deposit the sums specified in Paragraphs 2 of this Agreement and the closing costs in escrow upon receipt of a demand and statement from said title company therefor.
- b. Payment of said sums, less Seller's cost to clear title, if any, may be made to Seller only when escrow holder possesses and is in a position to deliver to the City a fully executed and acknowledged and recorded grant deed to the subject property, and when said escrow holder stands ready to issue to the City a standard title insurance policy guaranteeing a title to said property in the City free and clear of all liens, encumbrances, and restrictions of record, except for Exception Items 1, 2, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 21, contained in the Preliminary Title Report No. 13-44115270F-GG dated June 2, 2014, from Chicago Title Company. The City reserves the right to approve an updated title report prior to close of escrow.
- c. It is understood that Seller shall be responsible for the payment of all taxes, penalties, redemptions, and costs allocable to the Subject Property. It is further Seller's responsibility to apply to the County Tax Collector for any refund or decrease in taxes which may be granted.
- d. The escrow fee, cost of policy of title insurance, recording fees (if any), and all other closing costs shall be paid by the City. Seller will pay any cost to convey the title to the Subject Property in the condition described in 7.b above.

- e. Disbursements of the purchase price to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.
- f. Consent and Subordination from all holders of a Deed of Trust to the property shall be provided prior to close of escrow by Chicago Title Company.

8. **Miscellaneous Provisions:**

a. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provision of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

b. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement any rights and duties hereunder shall be in Fresno, California.

c. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

d. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability or any one provision in this Agreement shall not affect the other provisions.

e. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

f. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

g. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment.

h. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

i. Exhibits and Attachments. Each Exhibit and Attachment referenced herein is by such reference incorporated into and made a part of this Agreement for all purposes.

j. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Seller.

9. Time is of the essence of each and every term, condition and covenant hereof.

10. Environmental Indemnity. The Seller has not stored, discharged or abandoned any hazardous substances, as such term is defined by federal or state law, on, in, or under the easement area, and to the best of the Seller's knowledge, and there are no hazardous substances on, in or under said easement area. Seller shall indemnify, hold harmless, and defend the Buyer, its officers, agents, employees, and volunteers from any liability, loss, fines, penalties, forfeitures, claims, expenses, and costs, whether incurred by the Seller, Buyer, or any other third party, arising directly or indirectly from the release, presence or disposal of any hazardous substances or materials (as now or hereafter defined in any law, regulation, or rule) in, on, or about the Property on or before Closing. This indemnity shall include, without limitation, any claims under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), or any other federal, state or local law whether statutory or common law, ordinance, or regulation. Costs or losses covered will include, without limitation, consultants, engineering, investigator fees, clean up or disposal costs and attorneys' fees, and damages. Upon written notice from the Buyer, the Seller, at Seller's sole cost and expense, shall immediately assume the defense of any claims, suit or action brought against the City by any public body, individual, partnership, corporation or other legal entity, relating to any matter covered by this paragraph. Seller's obligations under this indemnity shall survive the close of escrow and the recording of the grant deed.

11. It is understood and agreed that as a condition precedent hereto, this Agreement shall have no force and effect until approved by the Council for the City of Fresno. This Agreement is to remain open for one hundred and twenty (120 days) from the date hereof, and that upon its duly authorized execution within said time by the City, this Agreement shall become a contract for the purchase and sale of Subject Property binding upon Seller and City, their heirs, executors, administrators, successors in interest, and assigns.

**REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON NEXT PAGE.**

Signature Page

IN WITNESS WHEREOF the Seller and Buyer have signed this Agreement on the dates and in the year set forth below.

RECOMMENDED FOR APPROVAL

SELLER:

BY _____
Brock D. Buche
Supervising Professional Engineer
City of Fresno-DPU-Water Division

Mary Lynn Haungs
Mary Lynn Haungs, Trustee of the
Mary Lynn Haungs Living Trust
Dated August 17, 1989

Date _____

Date July 18, 2014

BUYER:

Address of Seller

CITY OF FRESNO:
a municipal corporation

Mary Lynn Haungs
P.O. Box 3821
Clovis, CA 93613

BY _____
Thomas C. Esqueda
Director, Department of Public Utilities

Date _____

Address of City

City of Fresno
Water Division
1910 E. University Avenue
Fresno, CA 93703-2927

ATTEST:
Yvonne Spence
City Clerk

APPROVED AS TO FORM:
Douglas T. Sloan
City Attorney

BY _____
Deputy

BY _____
Deputy

Attachments:

- Exhibit A: Legal Description – Permanent Easement (-03S)
- Exhibit B: Permanent Easement Depiction (-03S)
- Exhibit C: Legal Description – Permanent Easement (-04S)
- Exhibit D: Permanent Easement Depiction (-04S)
- Exhibit E: Legal Description – Temporary Easement (-03S)
- Exhibit F: Temporary Easement Depiction (-03S)
- Exhibit G: Legal Description – Temporary Easement (-04S)
- Exhibit H: Temporary Easement Depiction (-04S)
- Exhibit I: Preliminary Title Report

EXHIBIT "A"

APN: 580-040- (Portion)
Pipeline Easement

All of that portion of the parcel of land described in that Quitclaim Deed recorded May 19, 2014 as Document No. 2014-0056019, Official Records of Fresno County, situated in the north half of Section 7, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, situated in the County of Fresno, State of California, according to the Official United States Government Township Plat thereof, described as follows:

Commencing at the southeast corner of the northerly 299.00 feet of the west half of the northeast quarter of said Section 7; thence along the south line of said northerly 299.00 feet, North 87° 32' 07" West, a distance of 30.02 feet to a point on the west right-of-way line of that portion of Auberry Road previously dedicated for public road purposes by that deed recorded April 8, 1889 in Book 92 of Deeds at Page 433, Official Records of Fresno County, said point being the True Point of Beginning; thence

- 1) South 00° 13' 29" West, along said west right-of-way line parallel with and 30.00 feet west of, measured at right angles, the east line of said west half, a distance of 1075.75 feet; thence leaving said west right-of-way line
- 2) North 87° 42' 22" West, along the south property line of said parcel of land described in Document No. 2014-0056019, a distance of 1320.52 feet to a point on the west line of the easterly 18.00 feet of the northwest quarter of said Section 7, said point bears South 00° 09' 49" West, a distance of 1378.97 feet from the northwest corner of the east 18.00 feet of said northwest quarter; thence
- 3) North 00° 09' 49" East, along said west line, a distance of 32.52 feet; thence
- 4) South 87° 42' 22" East, parallel with and 32.50 feet north of, measured at right angles, said south property line, a distance of 1285.53 feet to a point that is 35.00 feet west of, measured at right angles, said west right-of-way line; thence
- 5) North 00° 13' 29" East, parallel with and 35.00 feet west of, measured at right angles, said west right-of-way line, a distance of 1043.33 feet to the south line of the northerly 299.00 feet of the west half of the northeast quarter of said Section 7; thence
- 6) South 87° 32' 07" East, along last said south line, a distance of 35.03 feet to the True Point of Beginning.

Containing an area of 1.82 acres, more or less.

END OF DESCRIPTION

2010-078
15-A-8779
WJ NO. 5354



Date
Signed 6/11/2014

EXHIBIT "B"


SE CORNER OF THE NORTH
299.00' OF THE WEST 1/2 OF
THE NE 1/4 OF SECTION 7,
12/21 P.O.C.

DOC. No.
91038480 O.R.F.C.

T.P.O.B.
L2

N87°32'07"W

LEGEND

 AREA TO BE DEEDED FOR PIPELINE PURPOSES (1.82 ACRES)

O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY

T.P.O.B. TRUE POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT

* PREVIOUSLY DEDICATED FOR PUBLIC ROAD PURPOSES BY THAT DEED RECORDED 4/8/1889 IN BOOK 92 OF DEEDS AT PAGE 433, O.R.F.C.

SOUTH LINE OF THE NORTHERLY
299.00' OF THE WEST 1/2 OF
THE NE 1/4 OF SECTION 7, 12/21

APN: 580-040- _____

LINE TABLE		
LINE	BEARING	LENGTH
L1	N87°32'07"W	30.02
L2	S87°32'07"E	35.03
L3	N00°09'49"E	32.52

WEST LINE OF THE EAST 18.00' OF
THE NW 1/4 OF SECTION 7, 12/21

WEST LINE OF THE NE 1/4
OF SECTION 7, 12/21

SOUTH LINE OF THAT PARCEL
DESCRIBED IN DOC. NO. 2014-0056019
O.R.F.C.

L3

S87°42'22"E 1285.53'

N87°42'22"W 1320.52'

1" = 200'
SCALE IN FEET



WEST
RIGHT-OF-WAY
LINE AUBERRY
ROAD

N00°13'29"E 1043.33'

S00°13'29"W 1075.75'

AUBERRY ROAD

S00°13'29"W

18'



N.E. 1/4
SEC. 7, 12/21

EAST LINE OF THE WEST
1/2 OF THE NE 1/4 OF
SECTION 7, 12/21

DATE SIGNED: 6/11/2014

PROVOST & PRITCHARD
CONSULTING GROUP
An Employee Owned Company

JOB NO. 15810702
DWC NO.

200 WEST CENTRAL AVENUE
FRESNO, CALIFORNIA 93711-2525
202/460-2700 FAX 202/460-2746
www.pprg.com

REF. & REV.
2010-078

PLAT NO. 0002
WJ 5354

CITY OF FRESNO
DEPARTMENT OF PUBLIC WORKS

PORTION of
N 1/2, SEC. 7, T.12 S., R.21 E., M.D.B. & M.
To be Deeded for PIPELINE PURPOSES

PROJ. ID. W000038
FUND NO. 40118
ORG. NO. 411501

DR. BY SJD
CH. BY MDH
DATE 10/26/11
SCALE 1" = 200'

SHEET NO. 1
OF 1 SHEETS

15-A-8779

EXHIBIT "C"

Page 1 of 1

APN: 580-040- (Portion)
Construction Easement

All of that portion of the parcel of land described in that Quitclaim Deed recorded May 19, 2014 as Document No. 2014-0056019, Official Records of Fresno County, situated in the north half of Section 7, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, situated in the County of Fresno, State of California, according to the Official United States Government Township Plat thereof, described as follows:

Commencing at the southeast corner of the northerly 299.00 feet of the west half of the northeast quarter of said Section 7; thence North 87° 32' 07" West, along the south line of said northerly 299.00 feet, a distance of 65.05 feet to the True Point of Beginning; thence

- 1) South 00° 13' 29" West, parallel with and 35.00 feet west of, measured at right angles, the west right-of-way line of that portion of Auberry Road previously dedicated for public road purposes by that deed recorded April 8, 1889 in Book 92 of Deeds at Page 433, Official Records of Fresno County, said west right of way line being parallel with and 30.00 feet west of, measured at right angles, the east line of said west half, a distance of 1043.33 feet to a point 32.50 feet north of, measured at right angles, the south line of said parcel of land described in Document No. 2014-0056019; thence
- 2) North 87° 42' 22" West, along a line parallel with and 32.50 feet north of, measured at right angles, said south line, a distance of 38.02 feet; thence
- 3) North 00° 13' 29" East, parallel with and 73.00 feet west of, measured at right angles, said west right-of-way line, a distance of 995.94 feet; thence
- 4) North 87° 32' 07" West, parallel with the south line of said northerly 299.00 feet, a distance of 127.10 feet; thence
- 5) North 00° 13' 29" East, parallel with and 200.00 feet west of, measured at right angles, said west right-of-way line, a distance of 47.50 feet to the south line of said northerly 299.00 feet; thence
- 6) South 87° 32' 07" East, along the last said south line, a distance of 165.13 feet to the True Point of Beginning.

Containing an area of 1.05 acre, more or less.

END OF DESCRIPTION

2010-078T
15-A-8779T
WJ NO. 5354



Date
Signed 6/11/2014

EXHIBIT "D"

SE CORNER OF THE NORTH 299.00' OF THE WEST 1/2 OF THE NE 1/4 OF SECTION 7, 12/21 P.O.C.

DOC. NO. 91038480

O.R.F.C.

S87°32'07"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	N87°32'07"W	30.02
L2	N87°32'07"W	35.03
L3	N87°42'22"W	38.02
L4	N87°32'07"W	127.10
L5	N00°13'29"E	47.50

SOUTH LINE OF THE NORTHERLY 299.00' OF THE WEST 1/2 OF THE NE 1/4 OF SECTION 7, 12/21

LEGEND

 AREA FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES (1.05 ACRES)

T.P.O.B. TRUE POINT OF BEGINNING

O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY

P.O.C. POINT OF COMMENCEMENT

* PREVIOUSLY DEDICATED FOR PUBLIC ROAD PURPOSES BY THAT DEED RECORDED 4/8/1889 IN BOOK 92 OF DEEDS AT PAGE 433, O.R.F.C.

APN: 580-040-__

N.E. 1/4
SEC. 7, 12/21

WEST LINE OF NE 1/4 OF SEC. 7, 12/21

SOUTH LINE OF PARCEL DESCRIBED IN DOC. NO. 2014-0056019 O.R.F.C.

PROPOSED PIPELINE EASEMENT

EAST LINE OF THE WEST 1/2 OF THE NE 1/4 OF SECTION 7, 12/21



DATE SIGNED: 6/11/2014

1" = 200'
SCALE IN FEET



EST. 1900
PROVOST & PRITCHARD
A Surveying and Engineering Firm
An Employee Owned Company
200 WEST ORCHARD AVENUE
FRESNO, CALIFORNIA 93711-4142
509/440-0700 FAX 509/440-0715
www.ppsurvey.com

JOB NO. 15610702
DWC. NO.

REF. & REV.
2010-078T
PLAT NO. 0002
WJ 5354

CITY OF FRESNO
DEPARTMENT OF PUBLIC WORKS

PORTION of
N 1/2, SEC. 7, T.12 S., R.21 E., M.D.B. & M.
for TEMPORARY CONSTRUCTION PURPOSES

PROJ. ID. WC00D38
FUND NO. 40118
ORG. NO. 411501

DR. BY BMG
CH. BY MDH
DATE 12/02/13
SCALE 1" = 200'

SHEET NO. 1
OF 1 SHEETS
15-A-8779T

EXHIBIT "E"

Page 1 of 1

APN: 580-040-04S (Portion)
Pipeline Easement

All of that portion of that Parcel as described in Document No. 91038480, Official Records of Fresno County, situated in the northeast quarter of Section 7, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, situated in the County of Fresno, State of California, according to the Official United States Government Township Plat thereof, more particularly described as follows:

Beginning at the point of intersection of the westerly right-of-way line of that portion of Auberry Road previously dedicated for public road purposes by that deed recorded April 8, 1889 in Book 92 of Deeds at Page 433, Official Records of Fresno County with the north line of said northeast quarter; thence

- 1) South 00° 11' 47" West, along said westerly right-of-way line, a distance of 1.18 feet; thence
- 2) South 00° 13' 29" West, along said westerly right-of-way line, parallel with and 30.00 feet west of the east line of the west half of said northeast quarter, a distance of 298.05 feet to the south line of said parcel; thence
- 3) North 87° 32' 07" West, along said south line, parallel with and 299.00 feet south of the north line of said northeast quarter, a distance of 35.03 feet; thence
- 4) North 00° 13' 29" East, parallel with and 65.00 feet westerly of said east line of the west half of said northeast quarter, a distance of 299.23 feet to the north line of said northeast quarter; thence
- 5) South 87° 32' 07" East, along said north line, a distance of 35.03 feet to the Point of Beginning.

Containing an area of 10,473 square feet, more or less.

END OF DESCRIPTION



Date
Signed 2/7/14

2010-077
15-A-8778
WJ NO. 5354

EXHIBIT "G"

Page 1 of 1

APN: 580-040-04S (Portion)
Construction Easement

All of that portion of that Parcel as described in Document No. 91038480, Official Records of Fresno County, situated in the northeast quarter of Section 7, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, situated in the County of Fresno, State of California, according to the Official United States Government Township Plat thereof, more particularly described as follows:

Commencing at the northeast corner of the west half of said northeast quarter; thence North 87° 32' 07" West, along the north line of said northeast quarter, a distance of 65.05 feet to the True Point of Beginning; thence

- 1) South 00° 13' 29" West, parallel with and 65.00 feet west of the east line of the west half of said northeast quarter, a distance of 299.23 feet to the south line of said parcel; thence
- 2) North 87° 32' 07" West, along said south line, parallel with and 299.00 feet south of the north line of said northeast quarter, a distance of 165.13 feet; thence
- 3) North 00° 13' 29" East, parallel with and 230.00 feet west of said east line of the west half of the northeast quarter, a distance of 299.23 feet to the north line of said northeast quarter; thence
- 4) South 87° 32' 07" East, along said north line, a distance of 165.13 feet to the True Point of Beginning.

Containing an area of 49,373 square feet (1.13 acre), more or less.

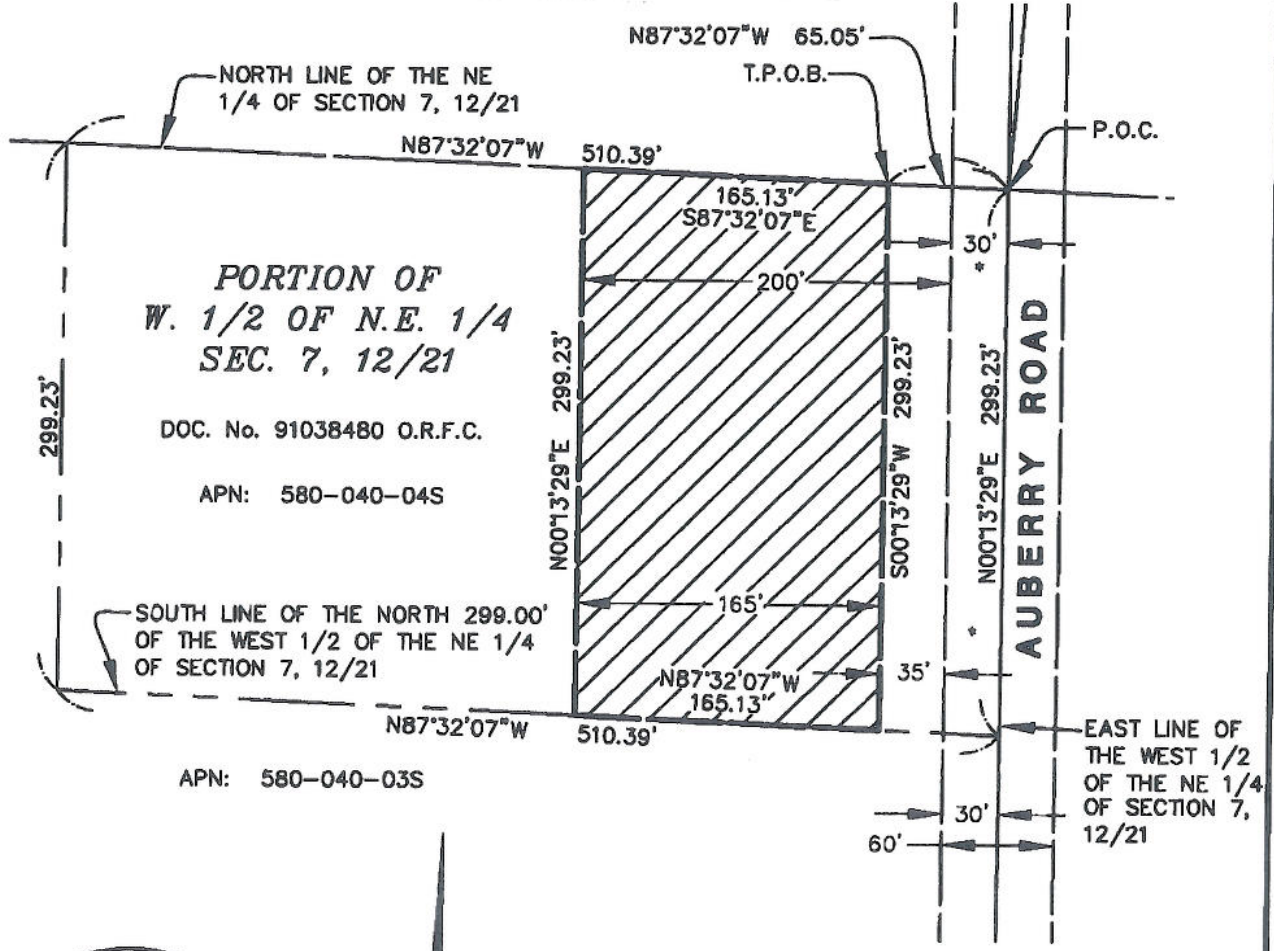
END OF DESCRIPTION



Date
Signed 2/7/14

2010-077T
15-A-8778T
WJ NO. 5354

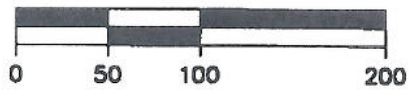
EXHIBIT "H"



DATE SIGNED: 2/7/14



1" = 100'
SCALE IN FEET



LEGEND

- AREA FOR TEMPORARY CONSTRUCTION PURPOSES (49,373 SQ. FT.) 1.13 AC
- O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
- T.P.O.B. TRUE POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- * PREVIOUSLY DEDICATED FOR PUBLIC ROAD PURPOSES BY THAT DEED RECORDED 4/8/1889 IN BOOK 92 OF DEEDS AT PAGE 433, O.R.F.C.



JOB NO. 13610702
DUC. NO.

REF. & REV. 2010-077T PLAT NO. 0002 WJ 5354	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS PORTION of N.E. 1/4, SEC. 7, T.12 S., R.21 E., M.D.B. & M. for TEMPORARY CONSTRUCTION PURPOSES	PROJ. ID. <u>WC00038</u> FUND NO. <u>4011B</u> ORG. NO. <u>411501</u> DR. BY <u>SJD</u> CH. BY <u>MDH</u> DATE <u>12/02/13</u> SCALE <u>1" = 100'</u>	SHEET NO. <u>1</u> OF <u>1</u> SHEETS 15-A-8778T
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EXHIBIT "I"



CHICAGO TITLE COMPANY

PRELIMINARY REPORT

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

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

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

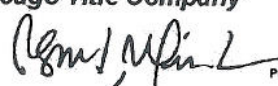

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Nebraska corporation.

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.


Countersigned



Chicago Title Company
BY  President
ATTEST  Secretary



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Chicago Title Company

ISSUING OFFICE: 2540 W. Shaw Lane, Suite 112 • Fresno, CA 93711
559 492-4251 • FAX 559 448-8526

PRELIMINARY REPORT

Title Officer: Gilbert Gonzales

Amended

Title No.: 13-44115270-F-GG
Locate No.: CACTI7710-7710-4441-0044115270

TO: Suzanne Johnson
11493 Auberry Road
Clovis, CA 93619

ATTN: J. Douglas Lawlwer
YOUR REFERENCE: Parcel Map

PROPERTY ADDRESS: Unincorporated, California

EFFECTIVE DATE: June 2, 2014, 07:30 A.M.

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

CLTA Standard Coverage Policy - 1990

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

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Mary Lynn Haungs, as Trustee of the Mary Lynn Haungs Living Trust dated August 17, 1989, as to Parcel 1

and Robert D. Johnson and Suzanne Johnson, Trustees of the Johnson Family Trust dated November 17, 1999, as to Parcels 2 & 3

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

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

DW\DW 09/05/2013

LEGAL DESCRIPTION

EXHIBIT "A"

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

PARCEL 1:

Parcel 1 of Parcel Map Waiver No. 12-27, per Certificate recorded 03/28/14, as Document No. 2014-0035322, Official Records, described as follows: The West half of the Northeast quarter of Section 7, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Plat thereof. EXCEPTING THEREFROM the Northerly 299 feet of the Easterly 510 feet, and the South 365 feet of the East 304 feet thereof;

TOGETHER WITH the East 18 feet of the Northwest quarter of said Section 7, EXCEPTING THEREFROM the Southerly 550 feet thereof;

ALSO TOGETHER WITH the East 250 feet of the South 550 feet of the Northwest quarter of said Section 7;

EXCEPTING THEREFROM any portion of said property lying southerly of the following described line:

Beginning at a point on the East line of the West half of the Northeast quarter of said Section 7, said point bears South 00° 13' 29" West a distance of 1374.89 feet from the Northeast corner of said West half; thence

North 87° 42' 22" West a distance of 1350.54 feet to a point on the West line of the East 18 feet of the Northwest quarter of said Section 7, said point bears South 00° 09' 49" West a distance of 1378.97 feet from the Northwest corner of the East 18 feet of said Northwest quarter;

ALSO EXCEPTING THEREFROM all oil, gas, and other hydrocarbon substances and minerals of any kind or character in, on, or thereunder said land, together with all easements and rights necessary or convenient for the production, storage, and transportation thereof and the exploration and testing of said real property, and also the right to drill for produce and use water from said real property in connection with drilling or mining operation thereon, as reserved in the Deed from E.A. Barnett and Edna F. Barnett, husband and wife to Fred Biglione and Kathyne Biglione, husband and wife as Joint Tenants, dated February 4, 1944 filed for record February 14, 1944 as Instrument No. 6043, in Book 2159, Page 115 of Official Records.

PARCEL 2:

Parcel 2 of Parcel Map Waiver no. 12-27, per Certificate recorded 03/28/14 as Document No. 2014-0035322, Official Records, described as follows: The West half of the Northeast quarter of said Section 7, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Plat thereof. EXCEPTING THEREFROM the Northerly 299 feet of the Easterly 510 feet, and the South 365 feet of the East 304 feet thereof.

TOGETHER WITH the East 18 feet of the Northwest quarter of said Section 7, EXCEPTING THEREFROM the Southerly 550 feet thereof;

ALSO TOGETHER WITH the East 250 feet of the South 550 feet of the Northwest quarter of said Section 7;

EXCEPTING THEREFROM any portion of said property lying Northerly of the following described line:

Beginning at a point on the East line of the West half of the Northeast quarter of said Section 7, said point bears South 00° 13' 29" West, a distance of 1374.89 feet from the Northeast corner of said West half; thence

North 87° 42' 22" West a distance of 1350.54 feet to a point on the West line of the East 18 feet of the Northwest quarter of said Section , said point bears South 00° 09' 49" West a distance of 1378.97 feet from the Northwest corner of the East 18 feet of said Northwest quarter;

EXCEPTING THEREFROM all oil, gas, and other hydrocarbon substances and minerals of any kind or character in, on, or thereunder said land, together with all easements and rights necessary or convenient for the production, storage, and transportation thereof and the exploration and testing of said real property, and also the right to drill for produce and use water from said real property in connection with drilling or mining operation thereon, as reserved in the Deed from E.A. Barnett and Edna F. Barnett, husband and wife to Fred Biglione and Kathyne Biglione, husband and wife as Joint Tenants, dated February 4, 1944 filed for record February 14, 1944 as Instrument No. 6043, in Book 2159, Page 115 of Official Records.

PARCEL 3:

A 15-foot wide non-exclusive easement for a private water line across the following described property:

All that real property situated in the North half of Section 7, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, in the unincorporated area of the County of Fresno, State of California, more particularly described as follows:

The West 15.00 feet of the East 45.00 feet of the West half of the Northeast quarter of said Section 7;

EXCEPTING THEREFROM the Northerly 299 feet thereof;

ALSO EXCEPTING THEREFROM any portion of said property lying southerly of the following described line:

Beginning at a point on the East line of the West half of the Northeast quarter of said Section 7, said point bears South 00° 13' 29" West a distance of 1374.89 feet from the Northeast corner of said West half; thence

North 87° 42' 22" West a distance of 1350.54 feet to a point on the West line of the East 18 feet of the Northwest quarter of said Section 7, said point bears South 00° 09' 49" West a distance of 1378.97 feet from the Northwest corner of the East 18 feet of said Northwest quarter.

APN: 580-040-03S

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Reservations contained in the Patent

From: The United States of America
Recorded: Book I, Page 044, of Patents

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and the reservation from the lands hereby granted of a right of way thereon for ditches or canals constructed by the authority of the United States.

2. Reservations contained in the Patent

From: The United States of America
Recorded: Book I, Page 045, of Patents

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and the reservation from the lands hereby granted of a right of way thereon for ditches or canals constructed by the authority of the United States.

3. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2014-2015.

4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.

5. The herein described property lies within the boundaries of the Fresno Metropolitan Flood Control District and may be subject to assessment for drainage fees and/or requirements to construct planned local drainage facilities.

Disclosed by: FMFCD Resolution No. 1816
Recorded: July 31, 1995, Instrument No. 95-092128, of Official Records

No assessments have been levied at this time.

6. Taxes and assessments levied by the Garfield Water District.

Amounts are unavailable at this time. A report has been ordered and the Company reserves the right to add additional items or make further requirements after review of the requested report.

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: the County of Fresno
Purpose: Right of way for a public road
Recorded: August 4, 1888, Book 78, Page 261, of Deeds
Affects: a strip of land 30 feet wide along the East line of the West half of the East half of said Section 7 as hereinabove described

and recorded: April 8, 1889, Book 92, Page 433, of Deeds

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: San Joaquin Valley Railroad Company
Purpose: Railroad Purposes
Recorded: October 2, 1891, Book Q, Page 151, of Covenants
Affects: As set forth in said document

Also as awarded to said Company by Decree of the Superior Court of Fresno County, California, on September 26, 1893, in Case No. 4982. A copy of said decree being recorded in Book 170, Page 39 of Deeds.

The exact location and extent of said easement is not disclosed of record.

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: E.A. Barnet and Edna F. Barnett, husband and wife
Purpose: all easements and rights necessary or convenient for the production, storage, and transportation thereof, and the exploration and testing of the said real property, and to drill for, produce and use water from the said real property in connection with drilling or mining operation thereon
Recorded: February 4, 1944, Instrument No. 6043, Book 2159, Page 115, of Official Records
Affects: this and other lands

10. **Any rights**, title or interest in favor of Garfield Telephone Company and Garfield Water District, as disclosed by that certain Consent for Joint Use of Right of Way recorded October 11, 1966 in Book 5366 of Official Records at page 298, instrument No. 73212, Fresno County Records. Also matters as contained in the map attached to and made a part of the above referenced instrument. Said easement appears to follow along the easterly line of said parcel 1 as hereinabove described.
11. **Any discrepancies** in boundary or area or any rights which may arise or exist which are disclosed by a Map of Survey on said property,
Recorded: In Book 24, Page 59 of Record of Surveys
12. **Any discrepancies** in boundary or area or any rights which may arise or exist which are disclosed by a Map of Survey on said property,
Recorded: July 19, 1974 in Book 26, Page 87 of Record of Surveys
13. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.
Granted to: San Joaquin Valley Railroad Company
Purpose: Railroad Purposes
Recorded: Book Q, Page 151, of Deeds
Affects: As set forth in said document

Also as awarded to said Company by Decree of the Superior Court of Fresno County, California, on September 26, 1893, in Case No. 4982. A copy of said decree being recorded in Book 170, Page 39 of Deeds.

The exact location and extent of said easement is not disclosed of record.

14. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as reserved in a document;
Reserved by: E.A. Barnet and Edna F. Barnett, husband and wife
Purpose: all easements and rights necessary or convenient for the production, storage, and transportation thereof, and the exploration and testing of the said real property, and to drill for, produce and use water from the said real property in connection with drilling or mining operation thereon
Recorded: February 4, 1944, Instrument No. 6043, Book 2159, Page 115, of Official Records
Affects: this and other lands

15. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as reserved in a document;
- Reserved by: Fred Biglione, Kathyne Biglione, Claude Biglione, and Azalea Biglione
Purpose: an easement for a pipeline
Recorded: August 3, 1965, Instrument No. 52333, Book 5200, Page 379, of Official Records
Affects: a portion of the Easterly 12 feet of the Northwest quarter of said Section 7 as hereinabove described
16. **Any discrepancies** in boundary or area or any rights which may arise or exist which are disclosed by a Map of Survey on said property,
- Recorded: In Book 24, Page 59 of Record of Surveys
17. **Any discrepancies** in boundary or area or any rights which may arise or exist which are disclosed by a Map of Survey on said property,
- Recorded: July 19, 1974 in Book 26, Page 87 of Record of Surveys
18. **As of this report date**, we find no open deeds of trust of record. Please verify with escrow personnel and/or agents whether or not we have overlooked something and advise the title department accordingly prior to close of escrow.
19. **The community interest** of the spouse of the vestee named below.
- Vestee: Mary Lynn Haungs
20. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),
- Party(s): Robert Johnson and Suzanne Johnson
- The Company reserves the right to add additional items or make further requirements after review of the requested Statement(s) 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.
21. **Matters** which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said land that is satisfactory to this Company, and/or by inquiry of the parties in possession thereof.

22. **Any easements** not disclosed by those public records which impart constructive notice as to matters affecting title to real property and which are not visible and apparent from an inspection of the surface of said land.

23. **Any rights of the parties in possession** of a portion of, or all of, said land, which rights are not disclosed by the public record.

This Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

24. **The transaction contemplated** in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

25. **Any invalidity or defect** in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a **Trust Certification pursuant to California Probate Code Section 18100.5**. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

END OF ITEMS

Note 1. The current owner does NOT qualify for the \$20.00 discount pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs for the herein described property.

Note 2. The charge for a policy of title insurance, when issued through this application for title insurance, will be based on the Short Term Rate.

Note 3. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.:	580-040-03S
Fiscal Year:	2013-2014
1st Installment:	\$2,336.22
2nd Installment:	\$2,336.22
Exemption:	\$0.00
Land:	\$364,801.00
Improvements:	\$23,777.00
Personal Property:	\$0.00
Code Area:	076-019

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

Note 4. The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Suzanne Johnson
Grantee: Robert D. Johnson and Suzanne Johnson, Trustees of the Johnson Family Trust dated November 17, 1999
Recording Date: February 3, 2014
Recording No.: 2014-0014903 of Official Records

and Re-Recording Date: February 27, 2014
and Re-Recording No.: 2014-0024040 of Official Records
Reason: This correcting grant deed is being recorded to provide the full date (November 17, 1999) of the Trust which was omitted from the Grant Deed Recorded on 2/3/2014 as Document No. 20140014903.

The grant deed recorded on 2/3/2014 was to provide additional legal descriptions for Parcels that were inadvertently omitted from the legal description on Document No. 1999-0166540 which recorded in Fresno County on November 18, 1999.

And recorded: May 19 , 2014, Document Nos. 56018 and 56019, Official Records

Note 5. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

Note 6. Escrow Information Note: Arb No. 301-18-X-41 & 580-40-X-3

Note 7. If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Note 8. Please contact Escrow Office for Wire Instructions.

NOTES: (continued)

Title No. 13-44115270-F-GG
Locate No. CACTI7710-7710-4441-0044115270

Note 9. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

END OF NOTES

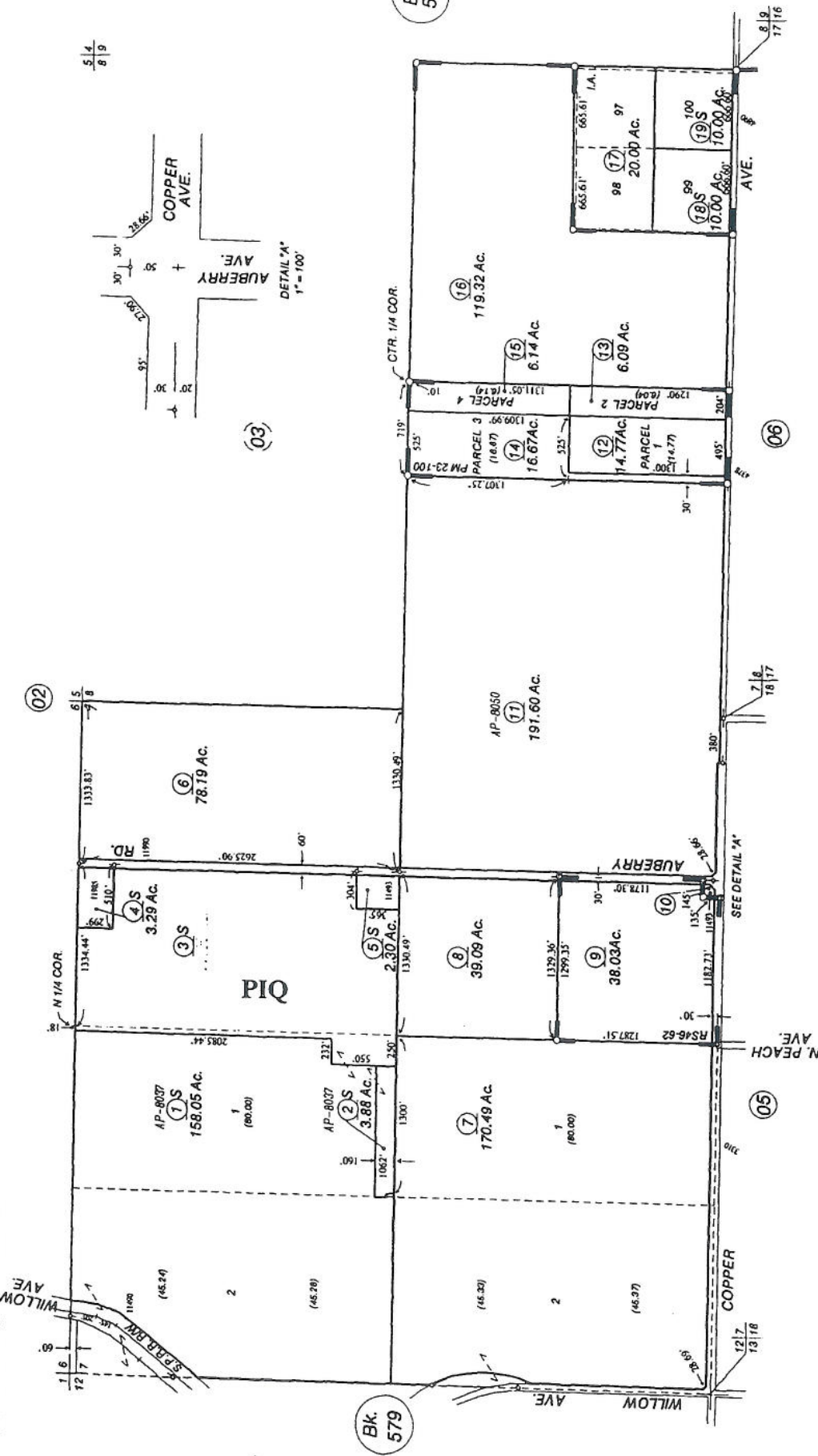
SUBDIVIDED LAND & POR. SEC. 7 & 8, T. 12S., R. 21E., M.D.B. & M.

Tax Rate Area

580-04

76-005
76-019
76-045

NOTE ...
This map is for Assessment purposes only.
It is not to be construed as portraying
legal ownership or divisions of land for
purposes of zoning or subdivision law.



Agricultural Preserve
International Vineyards, Tract A - R.S. Bk. 4, Pg. 39
Parcel Map No. 2921 - Bk. 23, Pg. 100
Record of Survey Vol. 46, Pg. 62

Assessor's Map Bk. 580 - Pg. 04
County of Fresno, Calif.

NOTE - Assessor's Block Numbers Shown In Ellipses.
Assessor's Parcel Numbers Shown In Circles.

ATTACHMENT ONE (Revised 06-03-11)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and 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.

SCHEDULE B, PART I EXCEPTIONS FROM COVERAGE

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 not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

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

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

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

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

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

**ATTACHMENT ONE
(CONTINUED)**

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

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

3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
 4. Failure to pay value for your title.
 5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A
 - OR
 - in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;
- (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be 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 not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed, or agreed to by the Insured Claimant;
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
(c) resulting in no loss or damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28);
or
(c) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is (a) a fraudulent conveyance or fraudulent transfer, or (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Notice

You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must - prior to the close of the current transaction - inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount which is subject to other terms and conditions.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

Collection and Use of Information

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information

about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the [Third Party Opt Out](#) section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the [Third Party Opt Out](#) section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar,

industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with

certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

Your Consent to This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: JANUARY 24, 2014

LAST UPDATED: JANUARY 24, 2014

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Company

CTC – Chicago Title Company

FNF Underwriter

CTIC – Chicago Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 or 36 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

FEE REDUCTION SETTLEMENT PROGRAM (CTC and CTIC)

Eligible customers shall receive a \$20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in *The People of the State of California et al. v. Fidelity National Title Insurance Company et al.*, Sacramento Superior Court Case No. 99AS02793, and related cases.

DISASTER LOANS (CTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% or 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 32% or 50% of the appropriate title insurance rate, depending on the type of coverage selected.

Attachment 5
Deeds of Easement