

COMMISSIONERS RECORD 53
FRANKLIN COUNTY
Commissioners' Proceedings for August 6, 2015

This document is a summarized version of the Board of Commissioners proceedings. The minutes are paraphrased, not verbatim. Access to an electronic audio recording of the meeting is available upon request.

The Honorable Board of Franklin County Commissioners met on the above date in a Special Board Meeting held at the Franklin County TRAC Center. Present for the meeting were Franklin County Chairman Brad Peck, Chair Pro Tem Rick Miller; and Commissioner Bob Koch; Jerrod MacPherson, Interim County Administrator; Valerie Loffler, Clerk to the Board, and Sherrie Young, Administrative Assistant.

Clerk's Note September 14, 2015: Minutes were prepared by Mary Withers, Temporary Clerk to the Board, following resignation of Valerie Loffler. A recording was made of the meeting. Notation of exact times of recesses, executive session and open sessions were not available.

The Board meeting **convened at approximately 1:00 pm**, then **recessed for the auction sale**.

Musser Auctioneers conducted a real estate auction of three county-owned parcels.

The Board meeting **reconvened approximately 24 minutes after the meeting started**.

The Board met in **Executive Session** beginning approximately 24 minutes after the meeting started, pursuant to RCW 42.30.110(1)(c), regarding real estate sale, minimum price, expected to last up to 15 minutes, reserving the right to come out early.

The Board met in **Open Session** beginning approximately 32 minutes after the meeting started, announced by Chairman Brad Peck.

The Board meeting **recessed** beginning approximately 33 minutes after the meeting started to allow the auction sale to continue.

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The Board meeting **reconvened** approximately one hour and three minutes after the meeting started.

The auctioneer announced the high bid is \$945,000 plus the buyer's premium for a total of \$1,015,875.

Motion – Mr. Koch moved to accept the bids as stated for \$945,000 plus the buyer's premium for a total of \$1,015,875. Second by Mr. Miller. 3:0 vote in favor.

A Real Estate Purchase and Sale Agreement between Franklin County and Bath Holdings, Inc., was signed. (Exhibit 1)

Adjourned one hour and four minutes after the meeting began.

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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until August 12, 2015.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Chairman



Chairman Pro Tem



Member

Attest:



Clerk to the Board

Approved and signed September 23, 2015.

REAL ESTATE PURCHASE AND SALE AGREEMENT (AGREEMENT)

For Property At Lots 1, 2, 3, BSP 2015-02
Bath Holdings, Inc. and its assigns as Purchaser and
 Franklin County as Seller

This Agreement is made on or as of the 6th day of August, 2015, by and between Franklin County, a political subdivision of the State of Washington (hereafter "Seller") and Bath Holdings, Inc. and its assigns (hereinafter called "Purchaser").

Whereas, Seller owns the property described on the attached and incorporated herein Exhibits A and B and wants to sell it as excess to the needs of Franklin County; and

Whereas, Purchaser has responded to a process offering the property for sale to the highest bidder subject to Seller acceptance; and

Whereas, Purchaser desires to purchase the property from Seller, and Seller desires to sell the property to Purchaser;

Now, therefore, in consideration of the mutual obligations contained herein, the parties agree as follows:

Purchaser agrees to purchase, and Seller agrees to sell and convey, upon the terms and conditions contained herein, the real property located in the city of Pasco, county of Franklin, state of Washington, as legally described in the attached and incorporated herein Exhibits A and B, and as follows:

(Purchaser is instructed to strike by crossing through those lots immediately below that the purchaser is not agreeing to purchase).

Lot 1, BSP 2015-02: Parcel Number 117-490-063, as identified in the attached and incorporated herein by reference Binding Site Plan (BSP) 2015-02 as Exhibit A, which includes the Lot 1 legal description.

Lot 2, BSP 2015-02: Parcel Number 117-490-064, as identified in the attached and incorporated herein by reference Binding Site Plan (BSP) 2015-02 as Exhibit A, which includes the Lot 2 legal description.

Lot 3, BSP 2015-02: Parcel Number 117-490-065, as identified in the attached and incorporated herein by reference Binding Site Plan (BSP) 2015-02 as Exhibit A, which includes the Lot 3 legal description.

Said real property is also referred to herein as the "Premises".

1. **Purchase Price.** The total purchase price is One Million, fifteen thousand, eight hundred Dollars (\$ 1,015,800.00) which includes the Seller added seven and one half percent (7.5%) buyer's premium.

seventy five
+ 100/100
Dollars

2. **Terms of Payment.** Purchaser shall pay the total purchase price in cash at closing on or before forty five (45) days from the auction date of August 6, 2015.

3. **Earnest Money Deposit.** At close of real estate auction on August 6, 2015 and upon the execution of this Agreement by both Purchaser and Seller, Seller will open an escrow account with Chicago Title Company ("Escrow Agent") and Purchaser shall pay and deliver an earnest money deposit in the amount of ten percent (10%) of the total purchase price to Seller to be held by the Escrow Agent. The Purchaser's cashier's check bidder deposit(s) submitted for bidding participation will be applied to the ten percent (10%) earnest money deposit amount. In the event this transaction closes, said earnest money deposit(s) shall be credited to Purchaser's closing statement. If the transaction does not close through no fault of the Seller, Seller shall retain the full earnest money deposit. It is acknowledged by Purchaser and Seller that the earnest money deposit equals ten percent (10%) of the total purchase price.

Purchaser initials



Seller initials



4. **Acknowledgement and Acceptance.** Both Purchaser and Seller in entering into this Real Estate Purchase and Sale Agreement acknowledge that each has reviewed, understands, and accepts all the terms and conditions in the Real Estate Auction Terms and Conditions.

5. **Sale Acceptance and Closing.** This sale shall be closed on or before forty five (45) days from the auction date of August 6, 2015 after acceptance by Seller, and shall be closed by the Escrow Agent. Closing means the date on which all documents are recorded and the sale proceeds are available for disbursement to Seller. Purchaser and Seller shall deposit with Escrow Agent all documents and monies required to complete this sale in accordance with this Agreement.

6. **Title Condition.** Title of Seller is in the condition as stated in the Commitment for Title Insurance No. 353380-CM issued by the Chicago Title Company of Kennewick, Washington and attached and incorporated herein by reference as Exhibit B, and is further subject to all existing and future governmental charges, rights, reservations, covenants, conditions, and restrictions presently of record, easements and encroachments of record or apparent use, and subject to the Declaration of Protective Covenants and Restrictions. Further, the title to the real property is subject to easements on the outside boundaries of the real estate, for easements of not less than 15' for utilities. Additionally, Lot 1, BSP 2015-02, is subject to an easement of not less than 28' for access along the south property line of said lot. Additionally, the property is subject to road easements adjacent to the property at such width as required by the Seller, in its capacity as a governmental entity, being Franklin County. Additionally, the property is subject to all the conditions of sale. Additionally, the Purchaser purchases the property, assuming all existing charges and assessments against the property. Further, title is not warranted, and the condition of the property is not warranted as to is present condition, use (authorized or unauthorized), and/or environmental condition.

7. **Purchaser's Right to Enter Premises/Permit Applications/ Indemnity.** Purchaser or authorized agents of Purchaser shall have the right, at reasonable times, prior to closing to enter upon the Premises and make nondestructive inspections or tests at Purchaser's sole expense and liability; Provided, that Purchaser is not authorized to conduct any activity which results in any lien being filed against the Premises or any part thereof, and provided, further, that Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against all liability, including any liens, which arises from Purchaser's activities on the Premises. To facilitate Purchaser's timely development of the Premises, Purchaser shall, prior to closing, have the right to make applications to the appropriate governmental authorities for the development of the Premises. Nothing in this paragraph 8 shall, however, obligate Seller to approve or issue any permits to Purchaser for the Premises other than as required by law or ordinance.

8. **Conveyance by Special Warranty Deed.** At closing, title to the real property purchased shall be conveyed by Special Warranty Deed, free of encumbrances and defects.

9. **Title Insurance.** Seller shall furnish to Purchaser a standard form owner's or buyer's policy of title insurance, subject to the condition as set forth herein. Purchaser acknowledges that it has received and reviewed the preliminary commitment(s) of title insurance specified above in paragraph 6 of this Agreement. Title policy to be issued shall contain the exceptions as set forth in the commitment for title insurance, those set forth in the standard form, plus encumbrances, defects, or other matters as provided for and identified in this Agreement. If title is not so insurable, and cannot be made so insurable prior to closing, Purchaser may elect either to waive such encumbrances or defects, or to terminate this agreement and receive a refund of the earnest money. Purchaser shall be entitled to no recovery of damages beyond a refund of the earnest money deposit under this circumstance. Purchaser acknowledges that a standard form of title insurance does not ensure the location of boundaries and that an extended form of insurance is available at an additional cost to the Purchaser.

Title to the Premises shall be conveyed to Purchaser subject only to general property taxes not yet due and the exceptions listed in paragraph 6 above. Seller agrees to take all reasonable steps to remove any remaining defects. If Seller is unable, in the exercise of due diligence, to cure or insure over said defects on or before the closing date, Purchaser, may, at Purchaser's election, extend closing for an additional 60 days, to permit Seller to cure such remaining defects, terminate this Agreement and recover its earnest money or exercise any other right Purchaser has under this Agreement.

10. **No Seller Representations or Warranties As to Premises.** Seller makes no representations or warranties as to the premises, nor its condition, nor any improvements located thereon. Said premises are purchased in their present, "AS IS, WHERE IS," CONDITION WITH-ALL-FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESSED OR IMPLIED AS TO ITS CONDITION, ENVIRONMENTAL OR OTHERWISE, OR ITS SUITABILITY OR SUFFICIENCY FOR THE PURCHASER'S INTENDED USES AND PURPOSES.

11. Seller Covenants and Representations.

a. Covenant Regarding Leases, Permits and Operation of the Premises. Seller agrees that following the execution of this Agreement by Seller and Purchaser, so long as this Agreement has not been terminated and so long as Purchaser is not in default hereunder, Seller shall not:

(1) enter into any lease or rental agreement pertaining to the Premises; or

(2) initiate contact with any individual or entity concerning the sale of the Premises nor furnish non-public information to any entity or individual in connection with any acquisition proposal, nor permit the Premises to be advertised or held out for sale by any agent or employee of Seller; without first obtaining the written consent of Purchaser.

b. Seller's Representations and Warranties. In addition to any express agreements of Seller contained herein, the following constitute warranties and representations of Seller and shall be true and accurate as of the date of closing, and shall survive the closing of this transaction and the delivery of deed hereunder. Seller hereby warrants and represents the following to Purchaser:

(1) Seller has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

(2) The individuals executing this Agreement and the instruments and documents referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions thereof.

(3) Seller has not entered into any contracts with respect to the Premises which will be binding on the Premises after the date of closing, other than those disclosed to Purchaser in writing by Seller.

(4) Seller has not, as of the date of closing, received any notice of any pending litigation, bankruptcy or other proceeding affecting the Premises.

(5) Seller has not entered into any leases or rental agreements affecting the Premises, recorded or unrecorded, other than leases to Purchaser, or any easements, covenants, conditions or restrictions affecting the Premises, other than as disclosed in the preliminary commitment for title insurance as described in paragraph 6 above.

12. **Covenants and Warranties of Purchaser.** In addition to any express agreements of Purchaser contained herein, the following constitute warranties and representations of Purchaser and shall be true and accurate as of the date of closing, and shall survive the closing of this transaction and the delivery of deed hereunder. Purchaser hereby warrants and represents the following to Seller:

a. Purchaser has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

b. All requisite corporate action has been taken by Purchaser in connection with the entering into of this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

c. The individuals executing this Agreement and the instruments and documents referenced herein on behalf of Purchaser have the legal power, right and actual authority to bind Purchaser to the terms and conditions thereof.

d. Purchaser has sufficient funds available to close this sale, in accordance with this agreement, and is not relying on any contingent source of funds.

e. Purchaser offers to purchase the premises on the terms set forth. Purchaser's decision to purchase is not based on statements of fact by either Seller, its agents, its attorneys, or employees, concerning the condition of the property, boundary lines or size, Purchaser's financing ability, or any other matters concerning the premises or the parties. Any information provided to the Purchaser by the Seller is for information only, and is not warranted as to its truth or accuracy, the Purchaser being responsible for making its own independent investigation with regard to the property and any and all such information.

13. **Possession.** Subject to the limited right of entry pursuant to paragraph 7 above, Purchaser shall be entitled to possession upon the closing of this transaction.

14. **Acknowledgement, Release, & Indemnification Commitment Regarding Condition of Property:** Purchaser acknowledges that adverse physical, economic or other conditions (including without limitation, adverse environmental soils and ground-water conditions), either latent or patent, may exist on the Premises and assumes Seller's responsibility for all environmental conditions of the Premises, known or unknown, including but not limited to responsibility, if any, for investigation, removal or remediation actions relating to the presence, release or threatened release of any Hazardous Substance or other environmental contamination relating to the Premises. Purchaser also releases and shall

indemnify, defend, and hold Seller and its past, present and future officials, employees, and agents, harmless from and against any and all claims, demands, penalties, fees, damages, losses, expenses (including but not limited to regulatory agencies, attorneys, contractors and consultants' fees and costs), and liabilities arising out of, or in any way connected with, the condition of the Premises including but not limited to any alleged or actual past, present or future presence, release or threatened release of any Hazardous Substance in, on, under or emanating from the Premises, or any portion thereof or improvement thereon, from any cause whatsoever; it being intended that Purchaser shall so indemnify Seller and such personnel without regard to any fault or responsibility of Seller or Purchaser. The obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgements, releases, and covenants herein touch and concern the Property, are intended to run with the land and bind Grantee and Grantee's heirs, successors and assigns, and inure to the benefit of Grantor and its successors and assigns.

For purposes of this paragraph, the term "Hazardous Substance" shall mean petroleum products and compounds containing them; flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; asbestos or asbestos-containing materials in any friable form; underground or above-ground storage tanks; or any substance or material that is now or hereafter becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to environmental protection, contamination or cleanup.

Purchaser's release shall include both claims by Purchaser as original plaintiff against Seller and any cross-claims, third-party claims or other claims against Seller by Purchaser based upon claims made against Purchaser by any third parties. The obligation to indemnify and defend shall include, but not be limited to, any liability of Seller to any and all federal, state or local regulatory agencies or other persons or entities for remedial action costs and natural resources damages claims.

This Covenant shall apply regardless of whether or not Purchaser is culpable, negligent or in violation of any law, ordinance, rule or regulation. This Covenant is not intended, nor shall it, release, discharge or affect any rights or causes of action that Seller or Purchaser may have against any other person or entity, except as otherwise expressly stated herein, and each of the parties reserves all such rights including, but not limited to, claims for contribution or cost recovery relating to any Hazardous Substance in, on, under or emanating from the Premises.

15. Risk of Loss. Seller shall deliver the Premises to Purchaser at closing in the same condition existing as of the date hereof. Risk of loss of or damage to the Premises and the personal property shall be borne by Seller until the date of closing. Thereafter, Purchaser shall bear the risk of loss. In the event of loss of or damage to the Premises, or a portion thereof, prior to the date upon which Purchaser assumes the risk, Purchaser may terminate this Agreement and the earnest money shall be refunded.

16. Escrow Closing Agent. This transaction shall be closed by Chicago Title Company of Kennewick, Washington, a licensed and bonded escrow agent. Purchaser and Seller agree to execute and deliver to the escrow agent escrow instructions consistent with this

Agreement which are necessary to facilitate the closing of the transaction contemplated by this Agreement.

17. **Closing Costs and Prorations.** Seller shall pay all customary and usual closing costs paid by Sellers of Real Estate in Franklin County, WA including premiums, excise tax if applicable for the year of closing, one-half of document preparation, one-half of the escrow fees, and pro-ratable items. Purchasers shall pay all customary and usual closing costs paid by Buyers of Real Estate in Franklin County, WA, including recording fees, one-half of document preparation, one-half of escrow fees, sale or use tax for the year of closing, if any, and pro-ratable items. All assessments and utilities constituting liens against the Premises shall be prorated as of closing. All other expenses in connection with the Closing shall be levied by the Escrow Agent according to local custom.

18. **Closing Date—Agreement Expiration Date.** This sale shall be closed on or before forty five (45) days from the auction date of August 6, 2015 after acceptance by Seller, which date shall be the expiration date of this Real Estate Purchase and Sale Agreement.

19. **Time Periods.** Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. on the last calendar day of the specified time period, unless the last day is a Saturday, Sunday, or legal Holiday, as described in RCW 1.16.050, in which event, the specified time shall expire at 5:00 p.m. on the next business day. Any specified period of five days or less shall include business days only.

20. **Default and Termination.** In the event this Agreement is terminated for any reason, any costs authorized under this Agreement to be advanced from the earnest money deposit shall be deducted before the remaining earnest money is refunded to Purchaser or forfeited to Seller. If a dispute should arise regarding the disbursement of any earnest money, the party holding the earnest money may interplead the funds into court.

a. **Purchaser's Remedies.** In the event Seller defaults in its obligations pursuant to this Real Estate Purchase and Sale Agreement, Purchaser may, at Purchaser's option, specifically enforce this Agreement, may recover damages from Seller, and/or may rescind this Agreement.

b. **Seller's Remedies.** In the event Purchaser defaults in its obligations under this Agreement, Seller may, at Seller's option, forfeit Purchaser's earnest money as liquidated damages, specifically enforce this Agreement, may recover damages from Purchaser, and/or may rescind this Agreement.

21. **Disputes and Attorneys' Fees.** If a dispute arises regarding this transaction between the parties whether or not a lawsuit is brought or in the event that either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of, or for any other action arising out of this Agreement, the prevailing party shall be entitled to, in addition to those costs and disbursements provided by statute and any other damages or relief awarded, a reasonable sum as attorneys' fees, paralegal fees, expert fees, costs and expenses incurred in such action or proceeding, including any appeal thereof, regardless of whether such action

proceeds to final judgment. If the Seller is the prevailing party and is represented by the Franklin County Prosecuting Attorney's Office, the hourly rate to be paid by the Purchaser for attorney and paralegal time shall be the hourly rate charged by attorneys and paralegals having similar experience and practicing in Eastern Washington with a law firm with as many attorneys as are employed in the Franklin County Prosecuting Attorney's Office.

22. **Notices.** All notices provided to Purchaser or Seller pursuant to this Real Estate Purchase and Sale Agreement shall be in writing, signed by Purchaser or Seller, and either delivered in person or sent by certified United States mail, postage prepaid, return receipt requested, to the following addresses unless either party notifies the other of a change of address in the same manner as any other notice is to be given hereunder:

For Purchaser:

Rath Holdings, Inc and/or assigns
P.O. Box 13101
RPO High Street Hobbs Rd BC V2T0C4
 Ph. *604-309-7142*
APFruit@hotmail.com

For Seller:

NAME AND ADDRESS
Franklin County
Attn: Franklin County Interim Administrator
1016 North 4th Avenue
Ph. (509) 545-3535
Fax. (509) 545-3573
E-MAIL jmacpherson@co.franklin.wa.us

Notices delivered in person shall be deemed received when actually received by Purchaser or Seller. Notice sent by certified United States mail, postage prepaid, return receipt requested, shall be deemed to have been received on the third day following the date of mailing said notice.

23. **Time of Essence.** Time is of the essence of this Real Estate Purchase and Sale Agreement.

24. **Assignment.** Purchaser's rights under this Agreement may not be assigned without the prior written consent of Seller.

25. **Binding Effect.** This Real Estate Purchase and Sale Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

26. **Amendment.** The parties hereto reserve the right to amend this Real Estate Purchase and Sale Agreement from time to time as they deem necessary. All modifications to this Agreement shall be in writing and signed by an authorized representative of each of the parties hereto.

27. **Waivers.** The waiver of any of the terms or conditions of this Real Estate Purchase and Sale Agreement must be in writing and signed by the authorized representative of the party waiving such term or condition.
28. **Governing Law and Venue.** This Agreement shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Agreement shall be conducted in Franklin County, Washington.
29. **Headings.** The headings of the paragraphs of this Agreement are inserted solely for the convenience of the parties, and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.
30. **Entire Agreement.** There are no verbal or other agreements which modify or affect this Agreement, and Purchaser and Seller agree that this Real Estate Purchase and Sale Agreement constitutes the full and complete understanding between the Purchaser and Seller.
31. **Survival.** Purchaser and Seller agree that all representations, conditions of sale, contingencies, reversionary interests, warranties, and agreements made herein shall not merge in, but shall survive, the closing of this transaction and the delivery of any deeds hereunder.
32. **Acknowledgments.**
- a. This Agreement affects legal rights and obligations and will have tax implications. Each of the parties hereto acknowledge and understand that they must seek their own individual and independent attorneys, accountants, and tax advisors with regard to this Agreement and its implications.
 - b. Purchaser acknowledges that this offer is made in response to a solicitation for bids at the August 6, 2015 auction to buy the herein-described premises on the terms and conditions herein stated and the **Seller has reserved the right to reject any and all bids so received for any reason whatsoever.**
 - c. Purchaser offers to purchase the premises in its present, "AS IS, WHERE IS" condition, on all the terms and conditions specified in this Agreement. Seller shall have a reasonable time to accept or reject this offer. A reasonable time shall be deemed to exist until 5:00 p.m. on the 10th day of August, 2015. This offer, once given, may not be withdrawn prior to said time.
 - d. If this offer is not accepted by Seller prior to 5:00 p.m. on the 10th day of August, 2015, then this offer shall lapse, and the earnest money shall be refunded to the Purchaser.
33. **Purchaser's Signature.** Purchaser agrees to purchase the subject property on all the terms and conditions contained in this Real Estate Purchase and Sale Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by having their authorized representatives affix their respective signatures in the spaces below:

PURCHASER(S)

*Bath Holdings, Inc
and/or assigns*



Name and (title if applicable)

8/6/2015

Date

SELLER

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington



Brad Peck, Chairman



Rick Miller, Chair Pro Tem



Robert E. Koch, Member

8-6-15

Date

ATTEST BY:



Clerk of the Board

APPROVED AS TO FORM:

Shawn P. Sant, #35535/#91039
Prosecuting Attorney for
Franklin County

by:



Shawn P. Sant,
Prosecuting Attorney

STATE OF WASHINGTON

THE COUNTY OF FRANKLIN

} ss: (SELLER'S ACKNOWLEDGMENT)

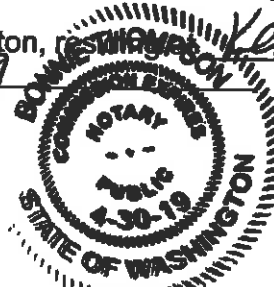
On this 6th day of August, 2015, before me, personally appeared Brad Peck to me known to be the Chairman of the Board of Commissioners of Franklin County, who executed the foregoing Agreement, and acknowledged said Agreement to be the free and voluntary act and deed of Franklin County for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said Agreement for and on behalf of Franklin County.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Bonnie Thompson
Signature

Bonnie Thompson
Print or type name of notary

Notary Public in and for the State Washington, residing at Kennecook
My commission expires 4-30-2019



STATE OF WASHINGTON

COUNTY OF FRANKLIN

} ss: (PURCHASER'S ACKNOWLEDGMENT)

On this 6th day of August, 2015, before me, personally appeared See Attached Deed to me known to be the person(s) who executed the foregoing Agreement for the Purchaser(s) and acknowledged said instrument to be the free and voluntary act and deed of the Purchaser(s) for the uses and purposes therein set forth, and that he/she/they are authorized to execute said Agreement.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Bonnie Thompson
Signature

Bonnie Thompson
Print or type name of notary

Notary Public in and for the State Washington, residing at Kennecook
My commission expires 4-30-2019

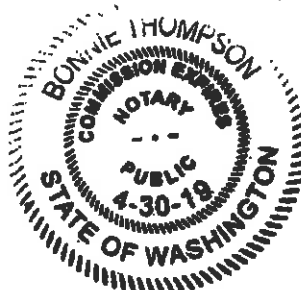


Exhibit A

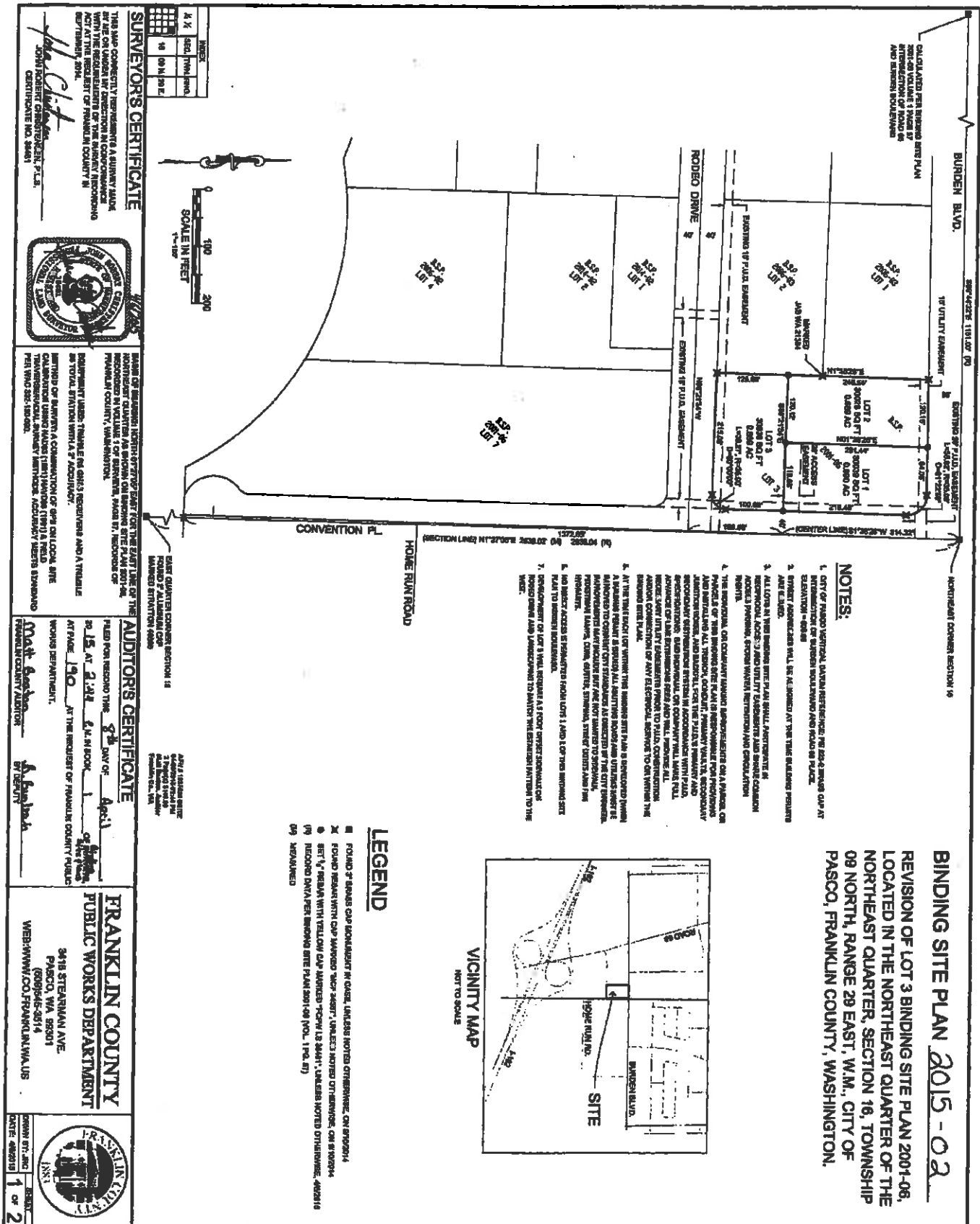


Exhibit A

BANDING SITE PLAN 2015-02

REVISION OF LOT 3 BINDING SITE PLAN 2001-08,
LOCATED IN THE NORTHEAST QUARTER OF THE
NORTHEAST QUARTER, SECTION 18, TOWNSHIP
09 NORTH, RANGE 28 EAST, W.M., CITY OF
PASCO, FRANKLIN COUNTY, WASHINGTON.

OWNER'S CERTIFICATE

THE DEVELOPERS, HERETOFORER, CANNOT SAY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREIN, THAT THE DIVISION OF PROPERTY SHOWN WAS MADE WITH FREE CONSENT AND IN ACCORDANCE WITH OUR DUTIES, AND KNOWLEDGE AND EXPERIENCE ARE HEREBY DEDICATED TO THE PUBLIC AS SHOWN ON THE SUNDING SITE PLAN.

[illegible]**WALD FRIED, CHAIRMAN**

RECKMILLER

ROBERT E. MOORE, President

ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF FRANKLIN }
S.B.

11

Mrs. C. Wilson
DAY OF April 1945
OFFICE OF THE DIRECTOR
OF INVESTIGATION
WASHINGTON, D.C.
RECEIVED AT Chicago
FOR COMMISSION EXHIBIT, 10-27-60



UTILITY APPROVAL

THE VITAL RECORDS ROOM HENDERSON AND HEINZ APPLICED BY FRANKLIN COUNTY
PAID.

FRANKLIN COUNTY PROB.

~~4/6/25~~
DATA

CITY OF PASCO APPROVALS

THE FOLLOWING ON BE HALF OF THE CITY OF PASCO, STATE OF WASHINGTON

1000

DATE RECEIVED

4/6/2015
DATE

TREASURER'S CERTIFICATE

HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID
AND INCLUDING THE YEAR 2019

DATE _____

LEGAL PROTECTION - WITH A BIDDING ON PLAN

[illegible]

LEGAL PROFESSION - OTHER

[illegible]

AUDITOR'S CERTIFICATE

FILED FOR RECORDING THIS 8th DAY OF April
18 AT 2:14 P. M. BOOK 1 1
 OF 1 1
 AT PAGE 191 AT THE REQUEST OF FRANKLIN COUNTY PUBLIC
 WORKS DEPARTMENT.

ADITYA B. THAKUR, 6000
OAKWOOD DR. #202, CHICAGO, IL 60630-4419
312/552-9171
ADITYA B. THAKUR, 6000
OAKWOOD DR. #202, CHICAGO, IL 60630-4419
312/552-9171

**FRANKLIN COUNTY
PUBLIC WORKS DEPARTMENT**

3416 STEARMAN AVE.
PASCO, WA 99301
(800)546-3514
WEB:WWW.CO.FRANCIA.WA.US



Exhibit B

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Exclusions from Coverage (appearing herein) and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
CHICAGO TITLE INSURANCE COMPANY
6416 W. Okanogan Ave.
Kennewick, WA 99336
(509)783-7833

CHICAGO TITLE INSURANCE COMPANY

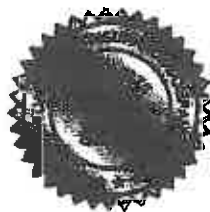
By:



President



Authorized Signature



By:



Secretary

Commitment No. 353380-CM

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, by CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, its authorized agent, herein called the Company, for a valuable consideration, hereby commits to issue the policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed insured and the amount of the policy or policies committed have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate one hundred eighty (180) days after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

CHICAGO TITLE INSURANCE COMPANY

By: Chuck May
Authorized Signatory

**CHICAGO TITLE INSURANCE COMPANY**

6416 W. Okanogan Ave., Kennewick, WA 99336
(509)783-7833 FAX (509)735-6297

COMMITMENT FOR TITLE INSURANCE NO. 353380-CM**INQUIRIES SHOULD BE MADE TO:**

Title Officer: Chuck May Email: Chuck.May@ctt.com
Phone: 509-783-7833 Fax: 509-735-6297

Escrow Officer: Bonnie Thompson Email: bonnie.thompson@ctt.com
Phone: 509-735-1575 Fax: 509-735-0707

Escrow Assistant: Cheryl Barron Email: cheryl.barron@ctt.com

Customer Reference:
Franklin County/To Be
Determined

Effective Date: June 5, 2015 at 08:00 AM

SCHEDULE A**1. Policy or policies to be issued:**

ALTA Owner's Policy 6-17-06 Standard

Coverage: Standard

Liability:

Premium: General Schedule Rate

Tax:

Proposed Insured:

To Be Determined

2. The estate or interest in the land described or referred to in this commitment and covered herein is:

Fee Simple

3. Title to the property described herein is vested, on the date shown above, in:

Franklin County

4. The land referred to in this Commitment is described as follows:

Lots 1, 2 and 3, Binding Site Plan 2015-02, according to the survey thereof recorded April 8, 2015 under Auditor's File No. 1827530, records of Franklin County, Washington.

Commitment No. 353380-CM

SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS:

- A. Rights or claims disclosed only by possession, or claimed possession, of the premises.
- B. Encroachments and questions of location, boundary and area disclosed only by inspection of the premises or by survey.
- C. Easements, prescriptive rights, rights-of-way, streets, roads, alleys or highways not disclosed by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.
- G. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- H. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- I. Water rights, claims or title to water.
- J. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

SPECIAL EXCEPTIONS:

1. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of City of Pasco.

Present rate of real estate excise tax as of the date herein is 1.78 percent.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

An additional \$5.00 Electronic Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Commitment No. 353380-CM

SCHEDULE B
(Continued)

2. The property herein described is carried on the tax rolls as exempt. However, it will become taxable on the date of the execution of a conveyance to a taxable entity and subject to the lien of real property taxes for the balance of the year from that date:

Tax Account Number: 117490063

Levy Code: 101

Assessed Value-Land: \$undisclosed

Assessed Value-Improvements: \$0.00

Note: 2014 Assessed Value Land only was \$901,000.00 including additional property.

3. The property herein described is carried on the tax rolls as exempt. However, it will become taxable on the date of the execution of a conveyance to a taxable entity and subject to the lien of real property taxes for the balance of the year from that date:

Tax Account Number: 117490064

Levy Code: 101

Assessed Value-Land: \$undisclosed

Assessed Value-Improvements: \$0.00

Note: 2014 Assessed Value Land only was \$901,000.00 including additional property.

4. The property herein described is carried on the tax rolls as exempt. However, it will become taxable on the date of the execution of a conveyance to a taxable entity and subject to the lien of real property taxes for the balance of the year from that date:

Tax Account Number: 117490065

Levy Code: 101

Assessed Value-Land: \$undisclosed

Assessed Value-Improvements: \$0.00

Note: 2014 Assessed Value Land only was \$901,000.00 including additional property.

5. Exceptions and reservations contained in deed whereby the grantor excepts and reserves all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry

Grantor: State of Washington

Recording No.: 502470

Right of the State of Washington or its successors, subject to payment of compensation, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other land, as reserved in above-referenced deed.

The present ownership or encumbrances upon the estate or interest referred to in this exception are not included herein and no investigation has been made thereto.

Commitment No. 353380-CM

SCHEDULE B

(Continued)

6. Unrecorded easements for buried telephone cable, and roads as disclosed by Quit Claim Deed recorded October 4, 1993 under Auditor's File No. 502470.
7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Utility No. 1 of Franklin County, Washington
Purpose: Electrical facilities and other utility facilities
Recording Date: February 23, 1995
Recording No: 518429
Affects: see copy attached
8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Utility No. 1 of Franklin County, Washington
Purpose: Electrical facilities and other utility facilities
Recording Date: February 23, 1995
Recording No: 518430
Affects: see copy attached
9. Easement Supplement and the terms and conditions thereof:
Between: The City of Pasco
And: The State of Washington, acting through the Department of Natural Resources
Recording Date: January 26, 1998
Recording No.: 548965
10. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: May 29, 1998
Recording No: 552995
11. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: March 8, 1999
Recording No: 1563139

Commitment No. 353380-CM

SCHEDULE B

(Continued)

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said Binding Site Plan;

Purpose: utilities
Affects: North 15 feet of Lots 1 and 2 and the East 15 feet of Lots 2 and 3 and the South 15 feet of Lot 3
Recording No: 1827530
13. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: access
Affects: South 28 feet of Lot 1
Recording No: 1827530
14. Notes contained on the face of Binding Site Plan 2015-02 (copy attached)
15. The amount of coverage was not furnished in the application for title insurance. When disclosed, the premium will be adjusted accordingly.
16. The names of the proposed insured were not furnished in the application for title insurance, and when disclosed, the commitment will be subject to such matters as may be found by a search of the records against said names.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
17. Note:
The amount of insurance has not been provided, therefore this preliminary commitment is to be used for informational purposes only, with no liability assumed by this company.

END OF SPECIAL EXCEPTIONS**NOTES:**

1. The language contained in the printed Exclusions from coverage and Conditions and Stipulations of the Policy committed for may be examined by inquiry at the office which issued the Commitment, and a specimen copy of the insurance Policy Form(s) referred to in this Commitment will be furnished promptly upon request.
2. Investigation should be made to determine if there are any service, installation, maintenance, or connection charges for sewer, water, or electricity.
3. In the event the transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the State Insurance Code and the filed schedule of this Company.

Commitment No. 353380-CM

SCHEDULE B
(Continued)

4. Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Lots 1, 2 and 3, Binding Site Plan 2015-02

5. Note: Examination of the Public Records discloses no judgments or other matters pending against the name of the vested owner.

END OF SCHEDULE B

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured where are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

EXCLUSIONS

NOTE: THE FORM OF POLICY COMMITTED FOR MAY BE EXAMINED BY REFERENCE TO FORMS ON FILE IN THE OFFICE OF THE INSURANCE COMMISSIONER OR BY INQUIRY AT THE OFFICE WHICH ISSUED THIS COMMITMENT.

The Exclusions from Coverage referred to in Paragraph 3 of the Conditions and Stipulations are as follows:

ALTA OWNER'S POLICY FORM 10-17-82

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 to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) 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 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.
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) 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 estate or interest insured by this policy.

EXCLUSIONS (Cont'd.)

4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

ALTA LOAN POLICY FORM (10-17-82)

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 to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) 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 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.
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) 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
 - (e) resulting in loss or damage which 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 the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with 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 statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

Effective Date: 5/1/2008

Fidelity National Financial, Inc.**Privacy Statement**

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- 1 Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- 1 Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- 1 Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- 1 Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

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:

- 1 To insurance agents, brokers, representatives, support organizations, 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;
- 1 To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- 1 To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- 1 To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- 1 To lenders, lien holders, judgment credits, 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.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with the judicial proceeding, court order or legal process.

Effective Date: 5/1/2008

Disclosure to Affiliated Companies

We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. 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.

Disclosure to Nonaffiliated Third Parties

We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/**Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information.

However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity.

Where permitted by law, we may charge a reasonable fee to cover the costs incurred in respond to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.