

**SALE/PURCHASE AGREEMENT
AND ESCROW INSTRUCTIONS**

(SELLER: Wayne H Towne Family Foundation – BUYER: County of Fresno)

THIS SALE /PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made effective this 18th day of July, 2023 (the "Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("Buyer"), and the WAYNE H. TOWNE FAMILY FOUNDATION, INC a municipal corporation of the State of California ("Seller"). Seller and Buyer are sometimes collectively referred to herein as the "Parties" and singularly as a "Party."

RECITALS:

This Agreement is made and entered into by the Parties with respect to the following facts and circumstances:

Seller represents to Buyer that Seller is the sole legal and equitable owner in fee simple of title of approximately 1.37 acres of improved real property located at 1404 L Street and 2222 Stanislaus Street, County of Fresno, State of California, and more particularly described in Exhibit A to this Agreement, attached and incorporated by this reference (collectively, the "Real Property"). Seller represents that the Real Property is composed of two legal parcels, one of which is approximately 0.34 acres, and the other of which is approximately 1.03 acres, as set forth in Exhibit A to this Agreement. The improvements of the Real Property include facilities on the Real Property, which consist of a single two-story building of approximately 28,823 square feet and a paved parking lot consisting of approximately one hundred thirty-five (135) parking stalls. The Real Property includes any and all other improvements to such Real Property, and all other personal property in which Seller may have any interest, that is affixed thereto at the time of the Closing Date (as defined in Section 6.05 hereof), as are all more particularly described in Exhibit A to this Agreement.

- A. Buyer desires to purchase the Real Property from Seller, and Seller desires to sell the Real Property to Buyer, pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants herein contained, and for other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

ARTICLE I

AGREEMENT TO PURCHASE THE REAL PROPERTY


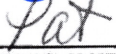
- 1.01 The Real Property. Subject to all of the terms, covenants, conditions, and provisions of this Agreement, and for the consideration herein set forth, Seller agrees to sell the Real Property to Buyer, and Buyer agrees to buy the Real Property from Seller at the Closing Date (as defined in Section 6.05, hereof).
- 1.02 Purchase Price. The purchase price ("Purchase Price") shall be **Two Million Nine-Hundred Fifty Thousand Dollars (\$2,950,000)** for the Real Property in "AS-IS" condition (as defined in Section 2.06, hereof).
- 1.03 Buyer's Deposit. No later than ten (10) calendar days after the opening of "Escrow" (as defined in Section 6.01, hereof), the Buyer shall deposit into Escrow a good faith deposit of One Hundred Thousand Dollars (\$100,000.00) ("Buyer's Deposit"), at Fidelity National Title at its office at 7475 N. Palm Avenue, Suite 107, Fresno, CA 93711, (559) 431-8050, or such other title company mutually agreeable to the Parties if such title company is not available or is replaced ("Escrow Holder"). The full amount of the Buyer's Deposit, together with interest thereon, shall be fully credited to the Purchase Price of the Real Property at the Closing Date (as defined in Section 6.05, hereof). In the event Buyer terminates this Agreement for the purchase of the Real Property prior to the expiration of Buyer's Due Diligence Period (as defined in Section 2.02, hereof), such termination shall not be deemed a default under this Agreement, and the entire Buyer's Deposit, shall be refunded to Buyer, less Buyer's share of any accrued Closing Costs (as defined in Section 6.04, hereof) as set forth in Section 6.07, hereof.
- 1.04 Payment of the Purchase Price. The Purchase Price for the Real Property shall be paid by Buyer to Seller as follows:

Unless Buyer terminates this Agreement prior to the expiration of Buyer's Due Diligence Period (as defined in Section 2.02, hereof), Buyer shall keep and maintain the full Buyer's Deposit in Escrow through closing of the sale pursuant to the terms of this Agreement. In addition, Buyer shall deposit into Escrow with Escrow Holder at least two (2) business days before the Closing Date (as defined in Section 6.05, hereof), immediately available cash funds equal to Buyer's share of closing costs and the remainder of the Purchase Price pursuant to this Agreement.

IF THIS AGREEMENT DOES NOT CLOSE BECAUSE OF DEFAULT BY BUYER, AND SELLER IS NOT OTHERWISE IN DEFAULT, THEN SELLER SHALL BE ENTITLED TO THE DEPOSIT AND ALL INTEREST

THEREON (IF ANY) AS LIQUIDATED DAMAGES. SELLER SHALL HAVE NO RIGHT TO ADDITIONAL DAMAGES AND SELLER WAIVES ALL RIGHT TO AN ACTION FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT. THE PARTIES AGREE THAT IF BUYER DEFAULTS AND SELLER IS NOT IN DEFAULT, SELLER'S ACTUAL DAMAGES WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND THE AMOUNT OF THE DEPOSIT AND ALL INTEREST THEREON (IF ANY) IS THE BEST ESTIMATE OF THE DAMAGES SELLER WOULD SUFFER.

THE PARTIES WITNESS THEIR AGREEMENT TO THIS LIQUIDATED DAMAGES PROVISION BY INITIALING SECTION __.


(BUYER'S INITIALS)

(SELLER'S INITIALS)

ARTICLE II

**POSSESSION, PHYSICAL INSPECTION,
CONDITION OF THE REAL PROPERTY, AND DOCUMENTS**

- 2.1 Possession. Subject to Buyer paying the Purchase Price, and otherwise complying with the terms and conditions of this Agreement to which Buyer is required to comply up to the Closing Date, Buyer shall have the exclusive right to own and possess the Real Property, which shall have the Condition of Title to the Real Property (as defined in Section 3.01, hereof), on and at all times after the Closing Date.
- 2.2 Inspection of the Real Property. Buyer and Buyer's agents, employees, and representatives (collectively "Buyer's Agents"), may investigate, inspect, and conduct such tests upon the Real Property, and each portion thereof, as Buyer deems necessary or advisable ("Buyer's Due Diligence"), provided however, such testing shall not in any way cause any damage or destruction or diminution of value to the Real Property, or any portion thereof. Buyer acknowledges that Buyer commenced Buyer's Due Diligence prior to Buyer's execution of this Agreement.
- 2.3 Delivery of Property Documents. Within fifteen (15) days of the execution of this Agreement, Seller shall provide to Buyer any and copies of all permits, soils reports, surveys, licenses, plans and specifications of all improvements pertaining to the Real Property, together with all

amendments or modifications thereto, which are in the possession or control of Seller (collectively, "Property Documents").

2.04 Buyer's Inspection Period. Buyer shall have until seventy five (75) days from the Effective Date of this Agreement ("Buyer's Due Diligence Period") to perform and complete all of Buyer's Due Diligence (as defined in Section 2.02, hereof), which may include, but is not limited to, inspection of the Real Property, review of Contracts (as defined in Section 2.03, hereof) and Property Documents (as defined in Section 2.04, hereof) to be provided by Seller under Sections 2.03 and 2.04, hereof, respectively, obtaining a Phase 1 Environmental review and report thereof with respect to the Real Property, which review and report shall be acceptable to Buyer, review of matters of Condition of Title to the Real Property (as defined in Section 3.01, hereof), obtaining all necessary approvals from the Fresno County Board of Supervisors, and conducting other such due diligence as Buyer determines appropriate.

2.05 **"As-Is" Purchase. SUBJECT ONLY TO THOSE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN SECTION 4.01, HEREOF, BUYER SHALL TAKE TITLE TO THE REAL PROPERTY, IN ITS PHYSICAL CONDITION AND ON AN "AS IS" AND "WHERE IS" BASIS, AS OF THE EFFECT DATE, WITH ALL FAULTS, DEFECTS AND DEFICIENCIES, WHETHER KNOWN OR UNKNOWN, IT BEING UNDERSTOOD THAT SELLER IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER TO BUYER AS TO THE PHYSICAL CONDITION, INCLUDING WITHOUT LIMITATION, THE STRUCTURAL SOUNDNESS THEREOF, HABITABILITY, MERCHANTABILITY, OR FITNESS OF THE REAL PROPERTY, OR ANY PORTION THEREOF, FOR ANY PARTICULAR USE OR PURPOSE BY BUYER, WHETHER OR NOT SUCH PROPOSED USE OR PURPOSE HAS BEEN COMMUNICATED TO SELLER, OR IS DESIRED BY SELLER, NOR IS SELLER MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO THE PRESENCE, ABSENCE OR PROXIMITY ON, UNDER, IN, OR NEAR THE REAL PROPERTY OF ANY HAZARDOUS, TOXIC, CARCINOGENIC OR OTHERWISE HARMFUL SUBSTANCES, OR SEISMIC FAULTS OR FLOOD HAZARDS, NOR IS SELLER MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO WHETHER OR NOT SUCH REAL PROPERTY COMPLIES OR DOES NOT COMPLY WITH ANY LAWS, REGULATIONS, ORDINANCES, RELATED TO THE CONDITION, USES OR OCCUPANCY THEREOF. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE (INCLUDING CONSEQUENTIAL DAMAGE) OR DIMINUTION OF VALUE OF ANY KIND OR NATURE CAUSED TO THE REAL PROPERTY, DIRECTLY OR INDIRECTLY, WHETHER OR NOT SUCH LOSS, DAMAGE (INCLUDING CONSEQUENTIAL DAMAGE) OR**

DIMINUTION OF VALUE WAS DISCOVERED BEFORE OR AFTER THE CLOSING DATE.

BUYER ACKNOWLEDGES THAT BUYER HAS SPECIFICALLY READ AND UNDERSTOOD, AND AGREES TO ALL OF THE PROVISIONS OF THIS SECTION 2.06.


(BUYER'S INITIALS)

ARTICLE III

CONDITION OF TITLE TO THE REAL PROPERTY

3.01 Condition of Title to the Real Property. Seller shall convey to the Buyer fee simple title to the Real Property, subject only to (i) the terms and conditions of this Agreement, and (ii) the following exceptions (the "Permitted Exceptions"):

- (a) The pro-rata portion up to the Closing Date (as defined in Section 6.05 hereof) of the amount of the lien for property taxes, assessments, fees, and charges that are assessed but not yet delinquent.
- (b) All exceptions to title expressly reflected on that certain Preliminary Title Report prepared by Fidelity National title Company, dated as of May 24, 2023 (the "Preliminary Title Report"), a copy of which Preliminary Title Report, including copies of all documents supporting the exceptions to title, is attached hereto as Exhibit B to this Agreement, and incorporated herein by this reference, and which exceptions to title Buyer accepts pursuant to the terms of Section 3.02, hereof.

The condition of title to the Real Property reflected in the Preliminary Title Report shall be the "Condition of Title to the Real Property." From and after the effective date of the Preliminary Report, Seller shall not alter the Condition of Title to the Real Property reflected in the Preliminary Report without the express written consent of Buyer, which Buyer may approve or reject in its absolute and sole discretion.

3.02 Title Insurance.

- (a) At the Closing Date, and as a condition to Buyer's obligation to purchase the Real Property, Escrow Holder shall issue and deliver to Buyer, its standard coverage CLTA Owner's Policy of Title Insurance insuring title to the Real Property subject to the Permitted Exceptions, and with liability in the amount of the Purchase Price applicable to the Real Property (the "Title Policy"). and
- (b) Seller shall cause Escrow Holder to issue a Final Title Report in the same Condition of Title to the Real Property (as defined in Section 3.01, hereof) as the Preliminary Title Report (as defined in Section 3.01(b), hereof), dated as of the Closing Date.

ARTICLE IV

COVENANTS, WARRANTIES, AND REPRESENTATIONS

4.01 Covenants, Warranties and Representations of Seller. Subject to Section 2.06, hereof, Seller hereby makes the following covenants, representations and warranties, and acknowledges that Buyer's execution of this Agreement has been made, and Buyer's acquisition of the Real Property will be made, in material reliance by Buyer on these covenants, representations and warranties:

- (a) Authority. Seller is the sole owner of fee title to the Real Property. Seller has the full power, authority, and legal capacity to enter into and to perform Seller's obligations under this Agreement, to sell the Real Property as provided herein, without the need for obtaining the consent or approval of any other person, court or governmental agency, body or subdivision. The person(s) executing this Agreement shall bind Seller to the terms and conditions of this Agreement.
- (b) No Violation. To the best of Seller's knowledge, after having conducted a reasonably diligent investigation, neither this Agreement, nor anything provided to be done hereunder, violates, or will violate any contract, agreement or instrument whatsoever, including, without limitation, any laws, regulations, or policies relating to any financing, grant or award agreement or instrument, to which Seller is a party, bound or obligated thereto.
- (c) No Grants. Seller has not granted any options or rights of first refusal or rights of first offer to third parties to purchase or otherwise acquire an interest in the Real Property.

- (d) Governmental Violations. To the best of Seller's knowledge, after having conducted a reasonably diligent investigation, Seller has not received any written notice of any pending, threatened or unresolved violations of City of Fresno, County, State, or Federal building, zoning, fire, or health or safety codes or ordinances, or any other governmental law, regulation, rule or policy affecting Seller and concerning the Real Property.
- (e) Eminent Domain. To the best of Seller's knowledge, after having conducted a reasonably diligent investigation, Seller has no current knowledge of any pending, threatened, or contemplated proceedings in eminent domain or otherwise that would affect the Real Property.
- (f) Special Assessments, Property-related Fees or Charges. To the best of Seller's knowledge, after having conducted a reasonably diligent investigation, (i) there are not pending any special assessments or property-related fees or charges, except those shown as Permitted Exceptions (as defined in Section 3.01, hereof, against the Real Property or any part thereof, and (ii) Seller has not received notice of any proposed special assessments, property-related fees or charges being contemplated.
- (g) Litigation. To the best of Seller's knowledge, after having conducted a reasonably diligent investigation, Seller has no current knowledge of any actions, suits, claims, legal proceedings pending or threatened against Seller, or the Real Property, involving or affecting the sale of the Real Property to Buyer, at law or in equity, before any court, administrative forum, or governmental agency.
- (h) Encumbrances. To the best of Seller's knowledge, after having conducted a reasonably diligent investigation, and with the exception of the Permitted Exceptions (as defined in Section 3.01, hereof), (i) the Real Property is free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, covenants, conditions, and restrictions of any kind whatsoever, except for the Permitted Exceptions (as defined in Section 3.01, hereof) listed in the Preliminary Title Report (as defined in Section 3.01, hereof), and (ii) Seller has not entered into any agreement with any third parties regarding the sale, lease, management, repair, improvement, or any other matter affecting the Real Property that would be binding on Buyer or the Real Property after the Closing Date.
- (i) Encroachments. There are no encroachments on the Real Property from adjoining property, and the Real Property does not encroach on adjoining property, easements, or streets.

- (j) Streets. To the best of Seller's knowledge, after having conducted a reasonably diligent investigation, there are no existing, proposed, or contemplated plans to widen, modify, or realign any street or highway which affects the contemplated size of, use of, or set-backs on the Real Property.
- (k) Condition of Real Property. Seller shall not cause the physical condition of the Real Property to deteriorate or change after the Effective Date of this Agreement, normal wear and tear excepted.
- (l) Bankruptcy. No filing or petition under the United States bankruptcy law or any insolvency laws, or any laws for composition of indebtedness or for the reorganization of debtors has been filed, nor is such filing being planned, with regard to Seller or any shareholder of Seller.
- (m) Foreign Investment Real Property Tax Act; Withholding. Seller is not a "foreign person" within the meaning of 26 U.S.C.A. § 1445(f)(3), or subject to the requirements of California Revenue and Taxation Code Section 18662.
- (n) Performance. Seller shall timely perform and comply with all of Seller's covenants and agreements contained herein, and shall satisfy all conditions contained herein, that Seller is required to perform, comply with or satisfy under this Agreement.

4.02 Covenants, Warranties and Representations of Buyer. Buyer hereby makes the following covenants, representations, and warranties, and acknowledges that Seller's execution of this Agreement has been made, and Seller's sale of the Real Property will be made, in material reliance by Seller on these covenants, representations and warranties:

- (a) Authority. Buyer is duly authorized to enter into this Agreement. Buyer has the full power, authority, and legal capacity to enter into and to perform Buyer's obligations under this Agreement, to purchase the Real Property as provided herein, without the need for obtaining the consent or approval of any other person, court or governmental agency, body or subdivision. The person(s) executing this Agreement shall bind Buyer to the terms and conditions of this Agreement.
- (b) Litigation. To the best of Buyer's knowledge, after having conducted a reasonably diligent investigation, Buyer has no current knowledge of any actions, suits, claims, legal proceedings pending or threatened against Buyer involving or affecting the purchase of

this Real Property from Seller, at law or in equity, before any court, administrative forum, or governmental agency.

- (c) No Prospective Violations. To the best of Buyer's knowledge, after having conducted a reasonably diligent investigation, Buyer has no current knowledge that the execution and delivery of this Agreement violates or will violate any contract, agreement or instrument, or loans or financing agreements to which Buyer is a party or bound.
- (d) Encumbrances. Buyer has not entered into any agreement regarding the sale, lease, management, repair, improvement, or any other matter affecting the Real Property that would be binding on Seller of the Real Property.
- (f) Performance. Buyer shall timely perform and comply with all covenants and agreements herein, and shall satisfy all conditions, that Buyer is required to perform, comply with or satisfy under this Agreement.

ARTICLE V

CONDITIONS PRECEDENT

5.01 Conditions Precedent to Seller's Obligation to Perform. Seller's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

- (a) Buyer shall have timely and fully performed every act to be performed by it hereunder, including without limitation depositing the Purchase Price, and Buyer's share of the Closing Costs (as defined in Section 6.04, hereof) into Escrow (as defined in Section 6.01, hereof) with Escrow Holder prior to Buyer's respective deadlines provided in Section 1.04 and Section 6.02, hereof.
- (b) Each of Buyer's representations and warranties set forth in Section 4.02, hereof, shall be true at the time that they are required to be made under this Agreement, and as of the Closing Date, as if affirmatively made at that time.

The foregoing conditions are solely for the benefit of Seller, any or all of which may be waived in writing by Seller in Seller's sole discretion.

5.02 Conditions Precedent to Buyer's Obligations to Perform. Buyer's obligation to perform as set forth herein is expressly conditioned on the satisfaction of each and every one of the following conditions precedent:

- (a) Seller shall have timely and fully performed every act to be performed by it hereunder, including without limitation, depositing into Escrow with Escrow Holder the Grant Deed in the form and content attached as Exhibit C to this Agreement.
- (b) Each of the representations and warranties of Seller contained in Section 4.01, hereof, and in any provision herein shall be true at the time that they are required to be made under this Agreement, and as of the Closing Date as if affirmatively made at that time.
- (c) Escrow Holder shall issue the Title Policy as set forth in Section 3.02, hereof, in the Condition of Title to the Real Property (as defined in Section 3.01, hereof) as described in Section 3.01 and 3.02, hereof.
- (d) Buyer's inspections and investigations of the Real Property reveal no conditions that, in the Buyer's sole and absolute discretion, render the Real Property unsuitable for the Buyer's intended use.
- (e) Buyer did not terminate Escrow, in its sole discretion, prior to the expiration of the Buyer's Due Diligence Period, as provided in Section 2.02, hereof.

The foregoing conditions are solely for the benefit of Buyer, any or all of which may be waived in writing by Buyer, in Buyer's sole discretion.

5.03 Failure or Waiver of Conditions Precedent. In the event that any of the conditions set forth above in Sections 5.01 and 5.02, hereof, are not fulfilled or waived in writing by the applicable Party on or before the Closing Date, this Agreement shall terminate and all rights and obligations hereunder of each Party shall be at an end, provided however, Seller and Buyer shall be obligated to pay their respective shares of the Closing Costs, in accordance with Section 6.07, hereof. Seller or Buyer may elect, at any time or times prior to the Closing Date, to waive in writing the benefit of any of their respective conditions set forth in Sections 5.01 and 5.02, hereof, as applicable. In any event, the Parties' consent as provided in this Section 5.03 up to the Closing Date shall waive any remaining unfulfilled conditions up to the Closing Date, provided however, such waiver shall not be deemed to waive any subsequently discovered breach of any representation, warranty, or covenant made by either Party to this Agreement.

ARTICLE VI

ESCROW

6.01 Establishment of Escrow. Upon the execution of this Agreement, the Parties shall promptly open an escrow (the "Escrow") with Escrow Holder to provide for Seller's conveyance of the Real Property to Buyer, as provided herein. Prior to the Closing Date, a duplicate of this fully-executed Agreement (or counterparts thereof) shall be deposited with Escrow Holder, and shall constitute escrow instructions to Escrow Holder concerning this transaction. Escrow Holder shall notify the Buyer and Seller, in writing, of the date of "Opening of Escrow."

6.02 Deposits into Escrow. The Parties shall make the following deposits into Escrow with Escrow Holder:

(a) Seller's Initial Deposits. Seller shall deposit into Escrow with Escrow Holder five (5) business days prior to the Closing Date:

- i. A Title Policy as set forth in Section 3.02, hereof, reflecting the Condition of Title to the Real Property (as defined in Section 3.01, hereof) as described in Sections 3.01 and 3.02, hereof, with only the Permitted Exceptions (as defined in Section 3.01, hereof) therein;
- ii. An executed original Grant Deed, with the signature thereon in recordable form, in the form and content attached hereto as Exhibit C to this Agreement, which is incorporated herein by this reference;
- iii. The original Nonforeign Affidavit (Federal) and Real Estate Withholding Statement, form 592 (California), or combined form thereof, executed by Seller in the forms of Exhibit D to this Agreement, attached hereto and incorporated herein by this reference;
- iv. All Assignment of Property Documents; and
- v. The keys, alarm codes, and/or other instruments to enable full access and possession of the Real Property by Buyer.

(b) Seller's Further Deposit. Seller shall deposit into Escrow with Escrow Holder two (2) business days prior to the Closing Date Seller's share of the Closing Costs (as defined in Section 6.04, hereof).

(c) Buyer's Deposits. Buyer shall deposit the following into Escrow with Escrow Holder, prior to their respective deadlines provided herein:

- i. A Preliminary Change in Ownership Report; and
- ii. Buyer's share of the Closing Costs (as that term is defined in Section 6.04, hereof), at the same time that Buyer is required to deposit the funds for the Purchase Price into Escrow with Escrow Holder, pursuant to Section 1.02, hereof, with full credit being given to Buyer for Buyer's Deposit (as defined in Section 1.03, hereof) plus interest thereon which shall be fully credited to the Purchase Price of the Real Property at the Closing Date (as defined in Section 6.05, hereof), pursuant to section 1.03 hereof.

(d) Title Report (Buyer's Deposit). Buyer shall cause the Escrow Holder to deposit the Final Title Report, dated as of the Closing Date, into Escrow, according to the requirements of this Agreement.

6.03 Title Insurance. At the Closing Date, Escrow Holder shall issue, effective as of that date, the Title Policy, as set forth in Section 3.02, hereof.

6.04 Costs and Expenses. Notwithstanding the fact that Seller selected the Escrow Holder, the Parties agree that any and all of the Closing costs (collectively, the "Closing Costs") shall be borne by Seller and Buyer as follows:

- (a) Seller shall bear the base cost of the CLTA Preliminary Title Report;
- (b) Buyer shall pay the premium costs for an ALTA policy and any endorsements that Buyer elects, in its discretion.
- (c) The premium for the Title Policy shall be paid by Seller, 50% and by Buyer, 50%.
- (b) Recording fees, transfer taxes, and Escrow Holder's document preparation fees shall be paid by Seller, 50% and by Buyer, 50%, except those recording fees, transfer taxes, and document preparation fees for which Buyer is exempt.
- (d) Escrow fees and any and all other costs necessary to achieve a successful Closing of Escrow shall be paid by Seller, 50% and by Buyer, 50%.

Each Party shall bear its own legal, Broker, and accounting fees and costs.

- 6.05 Closing Date. The Close of Escrow shall be thirty (30) calendar days after the completion of Buyer's Due Diligence. Unless otherwise shortened or extended by the Parties in writing, the Close of Escrow shall be 30 days from the date that the Parties have executed this Agreement, provided that if the last day is not a Buyer business day, such days shall be extended to the next Buyer business day immediately following such last **day**. (the "Closing Date").
- 6.06 Procedure for Closing of Escrow. Escrow Holder shall close the Escrow by doing all of the following:
- (a) Fully pay from funds deposited by Buyer and Seller, the Closing Costs to Escrow Holder;
 - (b) After payment of the Closing Costs to Escrow Holder, fully pay the balance of funds deposited by Buyer to Seller.
 - (c) Record the Grant Deed in the Official Records of Fresno County, and return the recorded Grant Deed to Buyer, and provide conformed copies of the recorded Grant Deed to Seller;
 - (d) Deliver a copy of Buyer's and Seller's closing statements for the Escrow to the respective Parties, subject to Section 6.04, hereof;
 - (f) Deliver to Buyer the original and two (2) copies of the Title Policy in the form set forth in Section 3.02(b), hereof, at the Closing of Escrow.
- 6.07 Inability to Close Escrow. In the event that Escrow Holder is unable to close Escrow, and the Closing Date is not otherwise extended by the Parties' mutual agreement, this Escrow shall terminate. Escrow Holder shall return to each Party any money or documents deposited by the Parties, and terminate the Escrow; provided however, that any cancellation charges imposed by Escrow Holder shall be paid by the defaulting Party, or if neither Party is in default, then paid 50% by Seller and 50% by Buyer.

ARTICLE VII

MISCELLANEOUS

- 7.01 Survival and Indemnity. Notwithstanding the Closing of Escrow, delivery of instruments, conveyances of the Real Property, and payment of consideration therefor, the Parties agree that the respective representations, warranties, covenants, indemnities, and agreements

made by each such Party pursuant to this Agreement, shall survive the Closing of Escrow, and each Party agrees to indemnify, defend, and hold the other harmless from and against any and all claims, demands, losses, obligations, damages, liabilities, causes of action, costs, and expenses (including, without limitation, attorney's, paralegals' and other professionals' fees and costs) arising out of or in connection with a breach by the indemnifying Party of any such representation, warranty, covenant, or agreement.

- 7.02 No Broker. Each Party represents to the other that it has not dealt with any broker in such a manner as to incur any liability for any commission, fee or compensation whatsoever in connection with this transaction, and each shall indemnify the other against any loss, cost or expense resulting from any such claim and shall hold the other harmless from any liability in connection with such claim as may result from their dealing with brokers. If Seller or Buyer is represented by a Broker, the represented party shall be solely responsible for all commissions due to its Broker at Closing, to be paid pursuant to a separate agreement between the represented party and its Broker.
- 7.03 Notices. The persons and their addresses having authority to give and receive notices under this Agreement including the following:

To Buyer:	COUNTY OF FRESNO
	Internal Services Department
	333 W. Pontiac Way
	Clovis, California 93612
	Attn: Director of Internal Services/Chief Information Officer
	Telephone (559) 600-5800

With a Copy to:	County Counsel's Office
	COUNTY OF FRESNO
	2220 Tulare Street, Suite 500
	Fresno, California 93721
	Telephone (559) 600-3479

To Seller:	Patricia Towne
	Attn: 1404 L Street
	4948 North Arthur Avenue
	Fresno, CA 93705-0603
	Telephone (559) 244-5195

With a Copy to:	Robert Hastey
	MVP Commercial
	PO Box 338
	40308 Greenwood Way
	Fresno, California 93721
	Telephone (559) 260-8199

All notices between Seller and Buyer provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, or by an overnight commercial courier service. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three Buyer business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one Buyer business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

- 7.04 Entire Agreement. This Agreement, including all exhibits hereto, and all related documents referred to in this Agreement or in the related documents, and the rights and obligations of the Parties hereto, constitutes the entire agreement between Buyer and Seller with respect to the subject matter hereof, and supersedes all other Agreement negotiations, proposals (including but not limited to Buyer's non-binding letter of intent, dated February 28, 2023), commitments, oral statements, writings, advertisements, publications, and understandings of any nature whatsoever, unless expressly included in this Agreement.
- 7.05 Buyer's Governmental Capacity. Nothing in this Agreement shall be interpreted as precluding Buyer from enforcing the provision of any laws or regulations applicable to the Real Property, nor shall anything be interpreted as otherwise limiting the powers and rights of Buyer in its governmental or regulatory capacity.
- 7.06 Amendment. No provisions of this Agreement may be amended or modified in any manner whatsoever, except by duly authorized representatives of both Parties.
- 7.07 Successors. The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assignees of the respective Parties.
- 7.08 Governing Law. This Agreement, including all exhibits hereto, and the rights and obligations of the Parties hereto, shall be governed in all respects, including validity, interpretation, and effect, by the laws of the state of California. For purposes of venue, the performance of this Agreement shall be deemed to be in Fresno County, California. In the event of any litigation between the Parties arising out of or related to this Agreement, venue for such litigation shall only be Fresno County, California.
- 7.09 Headings. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein.
- 7.10 Counterparts. This Agreement may be executed by the Parties in different counterparts, all of which together shall constitute one agreement, even though all Parties may not have signed the same document.
- 7.11 Time. Time is of the essence with respect to each of the Parties' performance of their respective obligations under this Agreement.

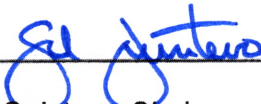
- 7.12 No Third-Party Beneficiaries. Notwithstanding anything stated to the contrary herein, there shall not be any intended third-party beneficiaries of this Agreement whatsoever.
- 7.13 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way, unless it would be unreasonable to do so in light of the object of this Agreement as a whole.

[Go to signature page]


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

BUYER:
COUNTY OF FRESNO

SELLER:
WAYNE H. TOWNE FAMILY
FOUNDATION, INC




Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno



- PATRICIA A. TOWNE, TREASURER

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By 

Deputy

FOR ACCOUNTING USE ONLY:

Fund:
Subclass:
ORG:
Account

Exhibit A

Real Property Description and Legal Description

Parcel A: APN 644-114-11

Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 in Block 109 of the Town (now City) of Fresno, in the City of Fresno, County of Fresno, State of California, according to the Map thereof recorded in Book 1, Page 2 of Plats, Fresno County Records.

Parcel B: APN 466-114-14

Lots 29, 30, 31 and 32 in Block 109 of the Town (now City) of Fresno, in the City of Fresno, County of Fresno, State of California, according to the Map thereof recorded in Book 1, Page 2 of Plats, Fresno County Records.

Exhibit B

**Preliminary Title Report, including
all documents supporting the exceptions to title**

PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National 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(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida 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.

Fidelity National Title Insurance Company

By:



President

Attest:



Secretary

Countersigned By:



Authorized Officer or Agent



Visit Us on our Website: www.fntic.com



ISSUING OFFICE: 7475 N. Palm Avenue, Ste 107, Fresno, CA 93711

FOR SETTLEMENT INQUIRIES, CONTACT:

Fidelity National Title Company
7475 North Palm Avenue, #107 • Fresno, CA 93711
(559)431-8050 • FAX (559)261-8960

**Another Prompt Delivery From Fidelity National Title Company Title Department
Where Local Experience And Expertise Make A Difference**

PRELIMINARY REPORT

Title Officer: Marc Wisneski
Email: marc.wisneski@titlegroup.fntg.com
Title No.: FFOM-2012301908-MW

Escrow Officer: Bernadette Watson
Email: Bernadette.Watson@fnf.com
Escrow No.: FFOM-2012301908 -BW

TO: County of Fresno
4590 E. King Canyon Rd.
Fresno, CA 93702
Attn: Chris Jones

PROPERTY ADDRESS(ES): [APN: 466-114-11; 466-114-14, Fresno, CA](#)

EFFECTIVE DATE: May 12, 2023 at 07:30 AM

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

CLTA Standard Coverage Policy 1990 (04-08-14)

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:](#)

William L. Crossland, as Successor Trustee of the Wayne H. and Frances G. Towne Family Trust Agreement UTD January 20, 2021

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

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

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): [466-114-11 and 466-141-14](#)

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

Parcel A:

Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 in Block 109 of the Town (now City) of Fresno, in the City of Fresno, County of Fresno, State of California, according to the Map thereof recorded in [Book 1, Page 2](#) of Plats, Fresno County Records.

Parcel B:

Lots 29, 30, 31 and 32 in Block 109 of the Town (now City) of Fresno, in the City of Fresno, County of Fresno, State of California, according to the Map thereof recorded in [Book 1, Page 2](#) of Plats, Fresno County Records.

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

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.

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.

2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.

3. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: Redevelopment Agency of the City of Fresno
Recording Date: July 23, 1998
[Recording No.: 98102552 of Official Records](#)

and Re-Recording Date: August 13, 1998
and Re-[Recording No.: 98113360 of Official Records](#)

Revised Notice Under Health and Safety Code Section 33373 recorded December 12, 2007 as [Document No. 2007-0219944 of Official Records](#).

Revised Notice Under Health and Safety Code Section 33456(a) recorded September 20, 2010 as [Document No. 2010-0123140 of Official Records](#).

4. Matters contained in that certain document

Entitled: Resolution No. 2010-135
Dated: June 24, 2010
Executed by: City Council of the City of Fresno
Recording Date: August 5, 2010
[Recording No.: 2010-0100294 of Official Records](#)

Reference is hereby made to said document for full particulars.

5. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

EXCEPTIONS
(continued)

6. 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 add additional items or make further requirements after review of the requested documentation.

7. The Company will require a current Trust Certification, pursuant to California Probate Code Section 18100.5, confirming the following facts and containing the following information, with respect to the hereinafter named Trust(s):

Name of Trust(s): William L. Crossland, as Successor Trustee of the Wayne H. and Frances G. Towne Family Trust Agreement UTD January 20, 2021

- a) Date of execution and continued existence of the Trust;
- b) Identity of the Settlor(s)/Trustor(s) and the currently acting Trustee(s);
- c) Powers of the Trustee(s);
- d) Whether the Trust is revocable or not and, if revocable, who holds the power to revoke the Trust;
- e) If there are multiple trustees, the signature authority of the Trustees, including how many of the trustees are required to exercise powers of the Trust;
- f) The Trust Identification Number [usually a Social Security Number or an Employer Identification Number];
- g) The manner in which title to Trust assets should be held;
- h) The legal description of any interest in real property held in the trust; and
- i) The Certificate of Trust must contain a statement that the trust has not been revoked, modified, or amended so as to cause the representations to be incorrect and that it is being signed by all current Trustee(s) in the form of an acknowledged declaration.

Note: If an Affidavit of Death of a Trustee or Co-Trustee was or will be recorded, the signing successor or Surviving Trustee(s) must have the right to exercise the powers of the Trust.

The Company reserves the right to add additional items or make further requirements after receipt of the Trust Certification.

EXCEPTIONS
(continued)

8. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: County of Fresno

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

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

END OF EXCEPTIONS

NOTES

Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

- Note 1.** 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 2.** Note: 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 requirement cannot be met, please call the Company at the number provided in this report.
- Note 3.** 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 4.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:
Name(s) furnished: County of Fresno

If these name(s) are incorrect, incomplete or misspelled, please notify the Company.
- Note 5.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 6.** Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
- Note 7.** Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:
- | | |
|-------------------------|--------------|
| Tax Identification No.: | 466-114-11 |
| Fiscal Year: | 2022-2023 |
| 1st Installment: | \$1,359.83 |
| 2nd Installment: | \$1,359.83 |
| Land: | \$147,641.00 |
| Improvements: | \$54,681.00 |
| Personal Property: | \$0.00 |
| Code Area: | 005-994 |

NOTES
(continued)

Note 8. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.:	466-141-14
Fiscal Year:	2022-2023
1st Installment:	\$14,815.73
2nd Installment:	\$14,815.73
Land:	\$415,584.00
Improvements:	\$1,771,705.00
Personal Property:	\$0.00
Code Area:	005-994

Note 9. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

Note 10. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

NOTES
(continued)

Note 11. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:

A. 2006 ALTA Owner's Policy (06-17-06).

6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

B. 2006 ALTA Loan Policy (06-17-06)

8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).

10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).

12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

E. CLTA Standard Coverage Policy 1990 (11-09-18).

7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.

END OF NOTES



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent 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. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

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

ATTACHMENT ONE (CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY (02-04-22)

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE

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

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

PART I

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

PART II

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

**ATTACHMENT ONE
(CONTINUED)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21)
EXCLUSIONS FROM COVERAGE**

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, or regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
 4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
 5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
 7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
 9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
 10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

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

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS**

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

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

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:

- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

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

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

ATTACHMENT ONE (CONTINUED)

ALTA OWNER'S POLICY (07-01-2021) EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE

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

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

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

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

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE

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

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

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

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.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC - Chicago Title Company
CLTC - Commonwealth Land Title Company
FNTC - Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR - Ticor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
CTIC - Chicago Title Insurance Company

Available Discounts

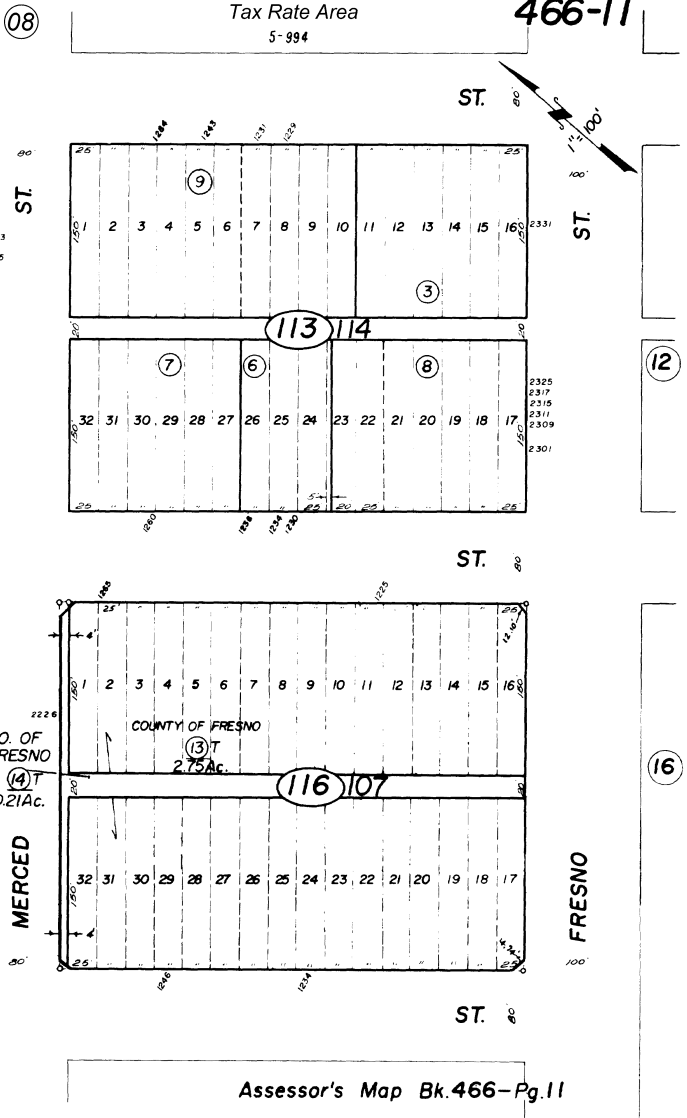
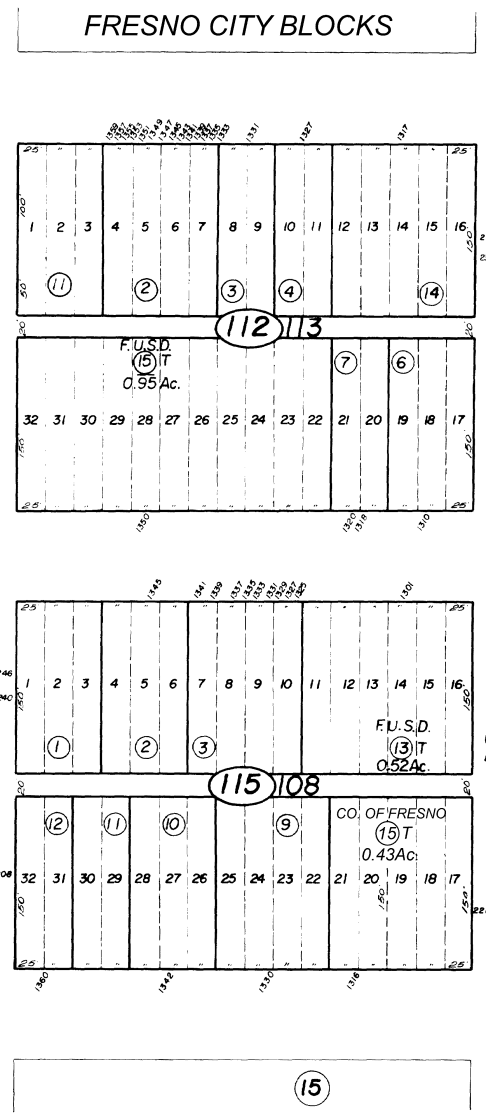
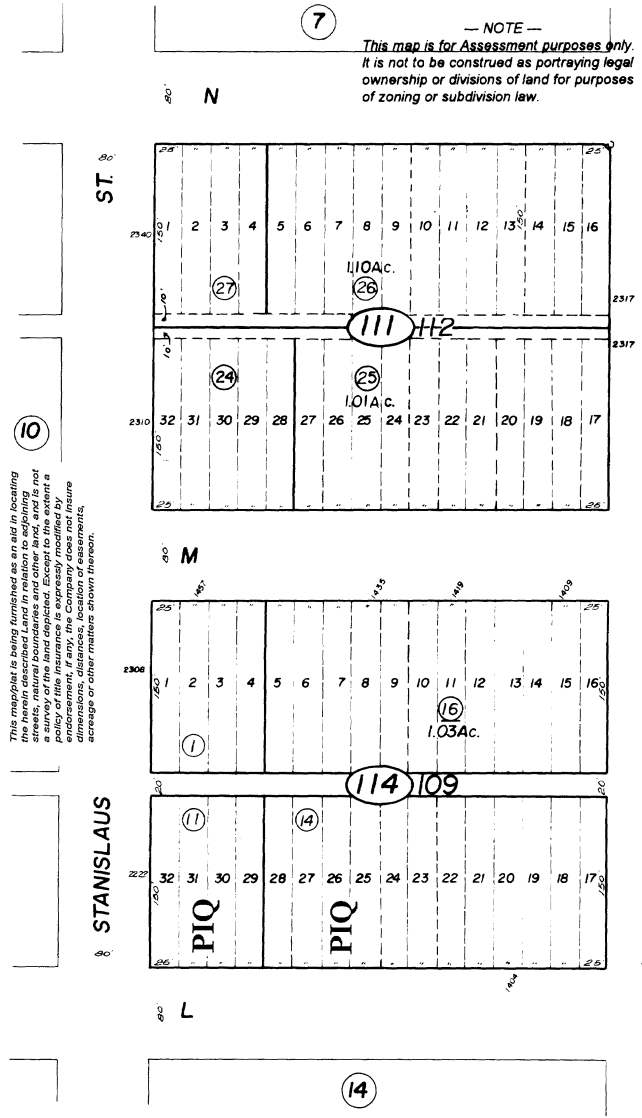
DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (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 fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

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 fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

This map/plot is being furnished as an aid in locating the herein described land in relation to adjoining parcels. It is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by dimensions, distances, location of easements, acreage or other matters shown thereon.



Assessor's Map Bk. 466-Pg. 11
County of Fresno, Calif.

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

Exhibit C

Grant Deed

Recording Requested By:

When Recorded Mail To:
The County of Fresno
Internal Services Department
333 W. Pontiac Way
Clovis, CA 93612

Grant Deed

(Fee Simple)

The Wayne H. Towne Family Foundation, Inc, a municipal corporation of the State of California, ("Grantor"), hereby grants to the COUNTY OF FRESNO, a political subdivision of the State of California ("Grantee"), the real property in the City of Fresno, in the County of Fresno, State of California, described as follows:

Parcel A: APN 644-114-11

Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 in Block 109 of the Town (now City) of Fresno, in the City of Fresno, County of Fresno, State of California, according to the Map thereof recorded in Book 1, Page 2 of Plats, Fresno County Records.

Parcel B: APN 466-114-14

Lots 29, 30, 31 and 32 in Block 109 of the Town (now City) of Fresno, in the City of Fresno, County of Fresno, State of California, according to the Map thereof recorded in Book 1, Page 2 of Plats, Fresno County Records.

GRANTEE:
COUNTY OF FRESNO, a political
subdivision of the State of California

GRANTOR:
Wayne H Towne Family Foundation, Inc.

By: _____
Robert W. Bash, Director Internal
Services Department/Chief Information
Officer

By: _____
Patricia A. Towne, Treasurer

Date: _____