

TITLE AND ESCROW AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of October, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as the "COUNTY", and Fidelity National Title Company, a California corporation, whose address is 7475 N Palm Avenue, Suite 101, Fresno CA 93711, hereinafter referred to as the "COMPANY".

WITNESSETH:

WHEREAS, the COUNTY'S Department of Public Works and Planning desires to acquire Litigation Guarantees, Escrow Services, and Title Insurance Policies for parcels to be acquired for various projects that may arise from time to time; and

WHEREAS, the COMPANY represents that it is able to provide Litigation Guarantees, Escrow Services and Title Insurance Policies, and is willing to provide them subject to the terms and conditions of this AGREEMENT.

NOW, THEREFORE, in consideration of the covenants and conditions of the parties hereinafter expressed, it is agreed as follows:

1. DEFINITIONS

A. The word "Report(s)" used herein shall mean Litigation Guarantee(s) as currently defined by the California Land Title Association.

B. "Escrow Service(s)" shall mean those services which facilitate a transfer of an interest in real property and in which documents and funds are delivered by the COUNTY to the COMPANY as escrow holder, pursuant to specific escrow instructions from the COUNTY.

C. "Title Insurance Policy" shall mean the California Land Title Association standard coverage policy (current form).

D. "Updated Report(s)" shall refer to any Report, as defined herein, originally issued to the COUNTY pursuant to this AGREEMENT and which is then re-issued in an updated form and which covers the same property as described in the original Report.

1 2. OBLIGATIONS OF THE COMPANY

2 A. The COMPANY shall furnish Reports, Escrow Services and Title Insurance
3 Policies for properties, as requested in writing by the COUNTY.

4 B. The COMPANY shall make a good faith effort to deliver Reports requested
5 by the COUNTY within thirty (30) days following receipt of the request. The COMPANY shall
6 provide the COUNTY with three (3) copies of each Report and shall make delivery to the following
7 address: County of Fresno, Department of Public Works and Planning, Design Division, 2220
8 Tulare Street, 6th Floor, Fresno, California 93721, Attention: Design Engineer.

9 C. Each Report shall include a copy of the vesting paragraph and shall recite
10 the exact title as it would appear on a grant deed, or other valid instrument of title, followed by the
11 date of recordation and the other recording data of the vesting deed. The COMPANY reserves
12 the right to add additional language to the vesting area as it deems necessary. The required
13 Report format is detailed in Exhibit "A", attached. The Reports shall also include but not be limited
14 to the following:

- 15 1) One copy of the vesting deed;
16 2) Legal description of property;
17 3) All liens, encumbrances, easements and right of way of record, which
18 would purport to affect the condition of the title as of the date of the guarantee or report;
19 4) Assessor's parcel number and valuation;
20 5) APN map with property marked; and
21 6) Names, interest and addresses of all parties of record.

22 D. The COMPANY will advise the COUNTY within two (2) weeks if the
23 COMPANY will be unable to deliver any of the requested Reports within the thirty (30) day period.
24 Thereafter, if so requested by the COUNTY in writing, the COMPANY shall cease further work on
25 the requested Reports. The COUNTY shall pay for all services provided by the COMPANY prior
26 to notice to cease work, which payment shall be pro-rated on the basis the work satisfactorily
27 completed bears to the total work required for each requested Report.

1 3. OBLIGATIONS OF THE COUNTY: When Requesting Reports and Escrow
2 Services, the COUNTY shall furnish the COMPANY the exact location of the parcels of land for
3 which title information is requested. It is understood that the COUNTY is under no obligation to
4 request any Reports, Escrow Services and Title Insurance Policies under this Agreement.

5 4. TERM: The term of this AGREEMENT shall be for a period of three (3)
6 years, commencing on the date of execution through and including the third anniversary of
7 execution. This AGREEMENT may be extended for two (2) additional consecutive twelve (12)
8 month periods upon written approval of both parties no later than thirty (30) days prior to the
9 first day or the next twelve (12) month extension period. The Director of the Department of
10 Public Works and Planning or his or her designee is authorized to execute such written
11 approval on behalf of the COUNTY based on the COMPANY's satisfactory performance.
12 Reports may only be ordered during the initial term of this Agreement. Updates for Reports and
13 Escrow Services may be ordered at any time during the term of this Agreement.

14 5. TERMINATION

15 A. Non-Allocation of Funds - The terms of this AGREEMENT and the services
16 to be provided thereunder, are contingent on the approval of funds by the appropriating
17 government agency. Should sufficient funds not be allocated, the services provided may be
18 modified, or this AGREEMENT terminated, at any time by giving the COMPANY thirty (30) days
19 advance written notice.

20 B. Breach of Contract - The COUNTY may immediately suspend or terminate
21 this AGREEMENT in whole or in part, where in the determination of the COUNTY there is:

- 22 1) An illegal or improper use of funds;
- 23 2) A failure to comply with any term of this AGREEMENT;
- 24 3) A substantially incorrect or incomplete report submitted to the
25 COUNTY;
- 26 4) Improperly performed service.

27 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY
28 of any breach of this AGREEMENT or any default which may then exist on the part of the

COMPANY, nor shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the COMPANY the repayment to the COUNTY of any funds disbursed to the COMPANY under this AGREEMENT, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The COMPANY shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this AGREEMENT may be terminated by the COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to the COMPANY. In the event of such termination, the COMPANY shall be paid for satisfactory services completed and delivered to the COUNTY by date of termination.

6. COMPENSATION/INVOICING: A Fee Schedule for services is included in Exhibit B, attached. The regular billing rate for all services shall be as detailed in Exhibit B, unless adjusted as specified in accordance with this Agreement. The COUNTY shall compensate the COMPANY as follows:

A. Reports – The COUNTY shall pay the COMPANY for each Report ordered by and furnished to the COUNTY, except in the event of an unusually difficult title search, wherein such case the COMPANY shall notify the COUNTY in advance of anticipated additional charges, and then only proceed if the COUNTY agrees in writing to said additional charges. Updated Reports requested by the COUNTY shall be provided by the COMPANY at no extra charge for up to one year after the date the original Report was issued.

B. Escrow Services – The COUNTY shall pay the COMPANY for each Escrow Service ordered by the COUNTY. The COMPANY shall notify the COUNTY in advance of performing any Escrow Services that will result in an additional cost to the COUNTY, and only process if said additional cost is first approved in writing by the COUNTY Supervising Engineer or his designee. The COUNTY will pay the COMPANY for those additional costs at the rates set forth in the written approval of the COUNTY. Should any escrows remain open after the termination of this AGREEMENT, escrow charges will be billed upon close of escrow at the same amount as set forth under this AGREEMENT.

1 C. Title Insurance – Upon request, the COMPANY shall provide a Title
2 Insurance Policy in the amount of the purchase price of the property represented in each report.

3 7. INVOICING:

4 A. Billing - Generally, the COUNTY will order Reports in a group for a
5 particular project. The COMPANY shall submit only one invoice for each group of Reports
6 ordered upon the completion and delivery of all Reports in the group. Invoices for Escrow
7 Services, however, shall be submitted upon the close of each individual escrow. The COMPANY
8 shall submit invoices to the COUNTY at: Department of Public Works and Planning, Business
9 Office, 2220 Tulare Street, 6th Floor, Fresno, California, 93721, or
10 PWPBusinessOffice@co.fresno.ca.us. Invoices shall include the COUNTY project name and
11 report/escrow numbers. Upon review and approval of invoice, the COUNTY will provide payment;
12 typically within approximately forty-five (45) days from receipt of an invoice.

13 B. Payment Limit - In no event shall services performed under this Agreement
14 during its term and successive renewals total in excess of Two Hundred Thousand Dollars
15 (\$200,000.00). It is understood that all expenses incidental to the COMPANY'S performance of
16 services under this AGREEMENT shall be borne by the COMPANY.

17 8. INDEPENDENT CONTRACTOR: In performance of the work, duties and
18 obligations assumed by the COMPANY under this AGREEMENT, it is mutually understood and
19 agreed that the COMPANY, including any and all of the COMPANY'S officers, agents, and
20 employees will at all times be acting and performing as an independent contractor, and shall
21 act in an independent capacity and not as an officer, agent, servant, employee, joint venturer,
22 partner, or associate of the COUNTY. Furthermore, the COUNTY shall have no right to control
23 or supervise or direct the manner or method by which the COMPANY shall perform its work and
24 function. However, the COUNTY shall retain the right to administer this AGREEMENT so as to
25 verify that the COMPANY is performing its obligations in accordance with the terms and
26 conditions thereof. The COMPANY and COUNTY shall comply with all applicable provisions of
27 law and the rules and regulations, if any, of governmental authorities having jurisdiction over
28 matters the subject thereof.

1 Because of its status as an independent contractor, the COMPANY shall have
2 absolutely no right to employment rights and benefits available to COUNTY employees. The
3 COMPANY shall be solely liable and responsible for providing to, or on behalf of, its employees all
4 legally-required employee benefits. In addition, the COMPANY shall be solely responsible and
5 hold the COUNTY harmless from all matters relating to payment of the COMPANY'S employees,
6 including compliance with Social Security withholding and all other regulations governing such
7 matters. It is acknowledged that during the term of this AGREEMENT, the COMPANY may be
8 providing services to others unrelated to the COUNTY or to this AGREEMENT.

9 9. MODIFICATION: Any matters of this AGREEMENT may be modified from
10 time to time by the written consent of all the parties without, in any way, affecting the remainder.

11 10. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
12 AGREEMENT nor their rights or duties under this AGREEMENT without the prior written consent
13 of the other party.

14 11. HOLD HARMLESS: Subject to the applicable Coverages and the standard
15 Schedule of Exclusions and Guarantee Condition and Stipulations contained in the COMPANY'S
16 guarantees and Reports, examples of which are attached hereto as Exhibit "C" and incorporated
17 by this reference, the COMPANY agrees to indemnify, save, hold harmless, and at the
18 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all
19 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to the COUNTY
20 in connection with the performance, or failure to perform, by the COMPANY, its officers, agents, or
21 employees under this AGREEMENT, and from any and all costs and expenses, damages,
22 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be
23 injured or damaged by the performance, or failure to perform, of COMPANY, its officers, agents,
24 or employees under this AGREEMENT.

25 12. INSURANCE: Without limiting the COUNTY's right to obtain indemnification
26 from the COMPANY or any third parties, the COMPANY, at its sole expense, shall maintain in
27 full force and effect, the following insurance policies, throughout the term of the AGREEMENT:

28 A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. The COUNTY may require specific coverage including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any vehicle used in connection with this AGREEMENT.

C. Professional Liability (Errors and Omissions)

The COMPANY shall maintain a policy of errors and omissions liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate during the term of this AGREEMENT.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

The COMPANY shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this AGREEMENT are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under the COMPANY's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to the COUNTY.

Within thirty (30) days from the date the COMPANY signs and executes this Agreement, the COMPANY shall provide certificates of insurance and endorsements as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of

Public Works and Planning, Design Division, Attention Design Engineer, 2220 Tulare Street, 6th Floor, Fresno, California, 93721-2120, stating that such insurance policies have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this AGREEMENT are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under the COMPANY's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to the COUNTY.

In the event the COMPANY fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

13. LAWS AND REGULATIONS: The COMPANY, its consultants, contractors and subcontractors shall comply with all applicable State and Federal laws and regulations regarding services supplied by the COMPANY under this AGREEMENT.

14. AUDITS AND INSPECTIONS: The COMPANY shall at any time during business hours, and as often as COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this AGREEMENT. The COMPANY shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure the COMPANY'S compliance with the terms of this AGREEMENT.

If this AGREEMENT exceeds ten thousand dollars (\$10,000.00), the COMPANY shall be subject to the examination and audit of the Auditor General for a period of

three (3) years after final payment under contract (Government Code Section 8546.7).

15. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY:

COMPANY:

Department of Public Works & Planning/
Design Division, 2220 Tulare Street, 6th Floor
Fresno, CA 93721

Fidelity National Title Company
7475 N. Palm Avenue, Suite 101
Fresno, CA 93711

Attn: Mohammad Alimi, Design Div. Manager

Attn: Andy Kern, Vice President

Any and all notices between the COUNTY and the COMPANY provided for or permitted under this AGREEMENT or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

16. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

17. DISCLOSURE OF SELF-DEALING TRANSACTIONS:

This provision is only applicable if the COMPANY is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this agreement, the COMPANY changes its status to operate as a corporation.

Members of the COMPANY's Board of Directors shall disclose any self-dealing transactions that they are a party to while the COMPANY is providing goods or performing services under this AGREEMENT. A self-dealing transaction shall mean a transaction to which the COMPANY is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, Exhibit "D" and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

18. SEVERABILITY: Should any part of this AGREEMENT be determined to be invalid or unenforceable, then this AGREEMENT shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this AGREEMENT are hereby declared to be severable.

19. ENTIRE AGREEMENT: This AGREEMENT constitutes the entire agreement between the COMPANY and the COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this AGREEMENT.

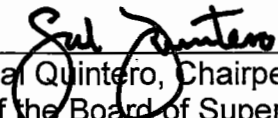
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

COMPANY



Andy Kern, Vice President
Fidelity National Title Company
7475 N. Palm Ave., Ste. 101
Fresno, CA 93711


COUNTY OF FRESNO



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

ATTEST:

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

By  _____

FOR ACCOUNTING USE ONLY:

ORG: 4510
FUND: 0010
SUBCLASS: 11000
ACCOUNT: 7295

LITIGATION GUARANTEES

1. Escrow Officer's Name
2. Escrow Officer's Phone Number
3. Escrow Officer's Fax Number
4. Escrow Officer's Email Address
5. Escrow Number
6. Property Owner's Name
7. Property Situs Address
8. Schedule A
 - a. Name of Assured: County of Fresno
 - b. Date of Guarantee:
 - c. "This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to: Eminent Domain
 - d. The estate or interest in the Land which is covered by this Guarantee is: Fee
 - e. Title to the estate or interest in the land is vested in:
 - f. Legal Description:
9. Schedule B
 - a. Defects, liens (Deeds of Trust), encumbrances or other matters affecting title
 - b. Part One
 - i. General and special taxes and assessments for the current fiscal year
 - ii. The lien of supplemental taxes, if any
 - iii. Water rights, claims or title to water
 - iv. Taxes and assessments, if any, of the property's water district
 - v. Easements
 - vi. Any declarations of homestead
 - c. Part Two
 - i. Plat Map
10. Schedule C
 - a. Mailing Addresses, Recording Information, and their corresponding Paragraph Number
11. Any exclusions from coverage of the Litigation Guarantee
12. Any Guarantee conditions and stipulations
13. Attachments, if applicable:
 - a. Exceptions
 - b. Vesting (Deeds)
 - c. Other Documents (including, but not limited to: Declaration of Homestead, etc)
 - d. Plat Map

UPDATED LITIGATION GUARANTEES

Updated Litigation Guarantees should be submitted with the above information, with the most current information available, including but not limited to:

1. Taxes paid, if applicable
2. New Deeds, if applicable

RESIDENTIAL QUOTATION SCHEDULE

ATTACHMENT B

The bidder shall provide **Litigation Guarantees , Escrow Services & Title Insurance** as specified under this RFQ.

The rates quoted below shall include all labor, materials, equipment, fees, taxes etc.

The stated quantities are estimated for the contract's 3-year term for Litigation Guarantees, with Updated Litigation Guarantees having an additional 2-year term (for a total of a 5-year term for Updated Litigation Guarantees, Escrow Fees and Title Insurance).

County guarantees no minimums under the ensuing agreement.

Please enter proposed unit fees into the highlighted cells. Use given quantities for estimate.

Note: If a Fee Schedule will reflect a more accurate fee structure, then submit your Fee Schedule in lieu of the applicable quotation request(s).

LITIGATION GUARANTEES

| <u>A</u> | <u>B</u> | <u>C</u> |
|--------------|-------------------|----------------------|
| <u>QNTY.</u> | <u>UNIT PRICE</u> | <u>TOTAL (AXB=C)</u> |
| 200 | \$ 500.00 | \$ 100,000.00 |

UPDATED LITIGATION GUARANTEES

| <u>A</u> | <u>B</u> | <u>C</u> |
|--------------|--------------------|----------------------|
| <u>QNTY.</u> | <u>UNIT PRICE*</u> | <u>TOTAL (AXB=C)</u> |
| 70 | \$ 75.00 | \$ 5,250.00 |

* Unit Price = No fee if Updated Litigation Guarantee is ordered within 1 year of the date of original Litigation Guarantee.

ESCROW FEES & TITLE INS.

| <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> | <u>F</u> | <u>G</u> |
|--------------|--------------------------|------------------------------|---------------------------------|-------------------------------|-----------------------------------|--|
| <u>QNTY.</u> | <u>TITLE INS. AMOUNT</u> | <u>UNIT PRICE ESCROW FEE</u> | <u>TOTAL ESCROW FEE (AXC=D)</u> | <u>UNIT PRICE TITLE INS.*</u> | <u>TOTAL TITLE INS. (A X E=F)</u> | <u>TOTAL ESCROW FEE & TITLE INS. (D+F=G)</u> |
| 15 | \$ 20,000.00 | \$ 475.00 | \$ 7,125.00 | \$ 400.00 | \$ 6,000.00 | \$ 13,125.00 |
| 15 | \$ 25,000.00 | \$ 475.00 | \$ 7,125.00 | \$ 400.00 | \$ 6,000.00 | \$ 13,125.00 |
| 15 | \$ 30,000.00 | \$ 475.00 | \$ 7,125.00 | \$ 400.00 | \$ 6,000.00 | \$ 13,125.00 |
| 15 | \$ 40,000.00 | \$ 475.00 | \$ 7,125.00 | \$ 400.00 | \$ 6,000.00 | \$ 13,125.00 |
| 15 | \$ 45,000.00 | \$ 475.00 | \$ 7,125.00 | \$ 400.00 | \$ 6,000.00 | \$ 13,125.00 |
| 15 | \$ 50,000.00 | \$ 475.00 | \$ 7,125.00 | \$ 400.00 | \$ 6,000.00 | \$ 13,125.00 |

TOTAL - ESCROW FEES AND TITLE INSURANCE \$ 78,750.00

* Unit Price Title Insurance = Vendors in the past have included a certain maximum amount of title insurance (recently around \$50,000) in the price of the original litigation guarantee ordered. Then, only if the County purchases property exceeding this amount, will the County request and, subsequently, be charged for title insurance. The bidder is not obligated to propose pricing in this manner; however, consideration will be given to the inclusion of title insurance at no additional cost.

TOTALS SUMMARY:

| | |
|-------------------------------|----------------------|
| LITIGATION GUARANTEES | \$ 100,000.00 |
| UPDATED LITIGATION GUARANTEES | \$ 5,250.00 |
| ESCROW FEES & TITLE INSURANCE | \$ 78,750.00 |
| GRAND TOTAL | \$ 184,000.00 |

COMMERCIAL QUOTATION SCHEDULE

ATTACHMENT B

The bidder shall provide **Litigation Guarantees , Escrow Services & Title Insurance** as specified under this RFQ.

The rates quoted below shall include all labor, materials, equipment, fees, taxes etc.

The stated quantities are estimated for the contract's 3-year term for Litigation Guarantees, with Updated Litigation Guarantees having an additional 2-year term (for a total of a 5-year term for Updated Litigation Guarantees, Escrow Fees and Title Insurance).

County guarantees no minimums under the ensuing agreement.

Please enter proposed unit fees into the highlighted cells. Use given quantities for estimate.

Note: If a Fee Schedule will reflect a more accurate fee structure, then submit your Fee Schedule in lieu of the applicable quotation request(s).

LITIGATION GUARANTEES

| <u>A</u> | <u>B</u> | <u>C</u> |
|--------------|-------------------|----------------------|
| <u>QNTY.</u> | <u>UNIT PRICE</u> | <u>TOTAL (AXB=C)</u> |
| 200 | \$ 600.00 | \$ 120,000.00 |

UPDATED LITIGATION GUARANTEES

| <u>A</u> | <u>B</u> | <u>C</u> |
|--------------|--------------------|----------------------|
| <u>QNTY.</u> | <u>UNIT PRICE*</u> | <u>TOTAL (AXB=C)</u> |
| 70 | \$ 75.00 | \$ 5,250.00 |

* Unit Price = No fee if Updated Litigation Guarantee is ordered within 1 year of the date of original Litigation Guarantee.

ESCROW FEES & TITLE INS.

| <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> | <u>F</u> | <u>G</u> |
|--------------|--------------------------|------------------------------|---------------------------------|-------------------------------|-----------------------------------|--|
| <u>QNTY.</u> | <u>TITLE INS. AMOUNT</u> | <u>UNIT PRICE ESCROW FEE</u> | <u>TOTAL ESCROW FEE (AXC=D)</u> | <u>UNIT PRICE TITLE INS.*</u> | <u>TOTAL TITLE INS. (A X E=F)</u> | <u>TOTAL ESCROW FEE & TITLE INS. (D+F=G)</u> |
| 15 | \$ 20,000.00 | \$ 475.00 | \$ 7,125.00 | \$ 396.00 | \$ 5,940.00 | \$ 13,065.00 |
| 15 | \$ 25,000.00 | \$ 475.00 | \$ 7,125.00 | \$ 396.00 | \$ 5,940.00 | \$ 13,065.00 |
| 15 | \$ 30,000.00 | \$ 475.00 | \$ 7,125.00 | \$ 396.00 | \$ 6,270.00 | \$ 13,395.00 |
| 15 | \$ 40,000.00 | \$ 475.00 | \$ 7,125.00 | \$ 396.00 | \$ 6,270.00 | \$ 13,395.00 |
| 15 | \$ 45,000.00 | \$ 475.00 | \$ 7,125.00 | \$ 396.00 | \$ 6,930.00 | \$ 14,055.00 |
| 15 | \$ 50,000.00 | \$ 475.00 | \$ 7,125.00 | \$ 396.00 | \$ 6,930.00 | \$ 14,055.00 |

TOTAL - ESCROW FEES AND TITLE INSURANCE \$ 81,130.00

* Unit Price Title Insurance = Vendors in the past have included a certain maximum amount of title insurance (recently around \$50,000) in the price of the original litigation guarantee ordered. Then, only if the County purchases property exceeding this amount, will the County request and, subsequently, be charged for title insurance. The bidder is not obligated to propose pricing in this manner; however, consideration will be given to the inclusion of title insurance at no additional cost.

TOTALS SUMMARY:

| | |
|-------------------------------|----------------------|
| LITIGATION GUARANTEES | \$ 120,000.00 |
| UPDATED LITIGATION GUARANTEES | \$ 5,250.00 |
| ESCROW FEES & TITLE INSURANCE | \$ 81,130.00 |
| GRAND TOTAL | \$ 206,380.00 |

SAMPLE

CLTA LITIGATION

Issued By:


Fidelity National Title
Insurance Company

Guarantee Number:

FFOM-TO18000446

SUBJECT TO THE LIMITATIONS CONTAINED HEREIN, THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

a corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, as of Date of Guarantee shown in Schedule A:

1. The title to the herein described estate or interest is vested in the vestee named in Schedule A.
2. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3.
 - a) the current interest holders claiming some right, title or interest by reason of the matters shown in Part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in Part II of Schedule B may be necessary parties defendant in an action, the nature of which is referred to in Schedule A.
 - b) the current interest holders claiming some right, title or interest by reason of the matters shown in Part I of Schedule B may also be necessary parties defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in Part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are as shown in Schedule C.

THIS LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this Guarantee to be signed and sealed by its duly authorized officers.

Fidelity National Title Insurance Company

By:

President

Attest:

Secretary

Fidelity National Title Company
2540 West Shaw Lane, #112
Fresno, CA 93711

Countersigned By:

Authorized Officer or Agent



SAMPLE

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS (09/12/08)**1. DEFINITION OF TERMS**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A), (C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A), (C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

SAMPLE

(continued)

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company, to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. DETERMINATION AND EXTENT OF LIABILITY

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. LIMITATION OF LIABILITY

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

SAMPLE

(continued)

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. PAYMENT OF LOSS

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. ARBITRATION

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association.

Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is Two Million And No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of Two Million And No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the company at:

Fidelity National Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Administration

END OF CONDITIONS AND STIPULATIONS

SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

Name: _____ Date: _____

Job Title: _____

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)

(5) Authorized Signature

Signature: _____ Date: _____

SELF-DEALING TRANSACTION DISCLOSURE FORM INSTRUCTIONS

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing the disclosure form.

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Codes.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).