



## Zoning Map Amendment Application

**Note: A Pre-Application meeting is required prior to submittal of an application.**

### PROPERTY OWNER INFORMATION

Contact Person

Owner: MFJG Holdings, LLC

Address: 98602 E Brooklyn Drive, Kennewick WA 99338

Phone: 509-727-2441

Email: mfredrickson@dgrgrantinc.com

### APPLICANT/CONTRACTOR INFORMATION (if different)

Contact Person

Company:

UBI#:

Contact:

Address:

Phone:

Email:

### DESCRIPTION OF WORK

Rezone 3 parcels on the same block from Business commerce to Light industrial. Once rezoned, market and build to suite all 3 parcels on long term leases.

Additional Legal descriptions:

Section 23, Township 10 North, Range 28 East, Quarter SW: Short Plat #3398, Lot 3. Recorded in volume 1 of short Plats, page 3398, records of Benton County

Section 23, Township 10 North, Range 28 EA Quarter SW: Short Plat #3398, Lot 4. Recorded in volume 1 of short plats. page 3398, Records of Benton County

### PROPERTY INFORMATION

Parcel #: 123083013398002, 123083013398003, 123083013398004

Legal Description: section 23, township 10 North, Range 28 East, Quarter SW: Short Plat #3398, Lot 2. Recorded in volume 1 of short plats, page 3398, Records of Benton County

Current Zoning: Business Commerce

Current Comp Plan:

Requested Zoning: Light Industrial

Current Use: Undeveloped

Proposed Use: Warehouse/Office Space

Area of Property: All

### APPLICATION MUST INCLUDE

1. Completed application and filing fee
2. Title Report showing ownership, easements, restrictions, and accurate legal description of the property involved
3. Other information as determined by the Administrator

### ANSWER THE FOLLOWING AS COMPLETELY AS POSSIBLE

The unique characteristics, if any, of the property or circumstances of the owner:

Surrounding area is mostly industrial, light industrial and government business. Limited housing in the area and lack of residential neighborhoods presents a difficult market to less buildings under the current Business commerce zoning

Any hardship that may result in the event the rezone is not granted:

Property as currently zoned does not appear to be marketable for the area. Parcel to the north is already zoned business commerce with a building vacant that has been vacant for some time. Light industrial will be more marketable for the area.

The manner in which the proposed rezone conforms to patterns in adjacent zones:

Mosts adjacent properties are zoned industrial

Any beneficial or adverse effects the granting or denial of the rezone would have on adjacent or surrounding zones:

Beneficial for the other areas due to increased presence of people once properties are developed and leased out.

Any beneficial or adverse effects the granting or denial of the rezone would have in relation to the overall purpose and intent of the comprehensive plan and this title:

Beneficial due to much increased chance of filling these future buildings with Tenants increasing the population of this area. Current area is fields driving no commerce.

The benefits or detriments accruing to the City which would result from the granting or denial of this special permit:

More possibly tax revenue. Current properties are just raw land. New zoning grants a much stronger chance of developing this area and finding tenants for this area.

Whether the proposed rezone represents a better use of the land from the standpoint of the comprehensive plan than the original zone:

Light commercial would be a better use of land. This propsoed zoning fits with the use of this area. Parcel to the North is already zoned business commerce and is struggling to find and keep tenants due to the nature of the businesses in the area.

Whether the proposed rezone represents spot zoning and whether a larger area should be considered:

Rezoning to light industrial will fit with the surrounding zoning.

Identify impacts on the environment and public safety:

None

I authorize employees and officials of the City of Richland the right to enter and remain on the property in question to determine whether a permit should be issued and whether special conditions should be placed on any issued permit. I have the legal authority to grant such access to the property in question.

I also acknowledge that if a permit is issued for land development activities, no terms of the permit can be violated without further approval by the permitting entity. I understand that the granting of a permit does not authorize anyone to violate in any way any federal, state, or local law/regulation pertaining to development activities associated with a permit.

I hereby certify under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. I have read and examined this permit application and have documented all applicable requirements on the site plan.
2. The information provided in this application contains no misstatement of fact.
3. I am the owner(s), the authorized agent(s) of the owner(s) of the above referenced property, or I am currently a licensed contractor or specialty contractor under Chapter 18.27 RCW or I am exempt from the requirements of Chapter 18.27 RCW.
4. I understand this permit is subject to all other local, state, and federal regulations.

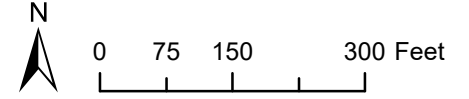
*Note: This application will not be processed unless the above certification is endorsed by an authorized agent of the owner(s) of the property in question and/or the owner(s) themselves. If the City of Richland has reason to believe that erroneous information has been supplied by an authorized agent of the owner(s) of the property in question and/or by the owner(s) themselves, processing of the application may be suspended.*

Applicant Printed Name: MATT FREDRICKSON




Applicant Signature:  Date 10/9/23

# Zoning Map

Item: 801 Dalton St Zone Change  
Applicant: MFJG Holdings  
File #: Z2023-108



**Legend**

-  Site Border
- Zoning**
-  B-C
-  B-RP
-  I-M



# ALTA COMMITMENT FOR TITLE INSURANCE

issued by agent:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

Commitment Number:

**62242301710**  
**Revision 1**

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Dylan Strait  
Authorized Officer or Agent

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CHICAGO TITLE COMPANY OF WASHINGTON

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Tracy Rosane Chicago Title Company of Washington 9001 W. Tucannon Avenue, Suite 220 Kennewick, WA 99336 Phone: 509-820-0457 Fax: 844-894-6828 Main Phone: (509)735-1575 Email: Tracy.Rosane@ctt.com	Escrow Officer: Julie Bowman Chicago Title Company of Washington 9001 W. Tucannon Avenue, Suite 220 Kennewick, WA 99336 Main Phone: (509)735-1575 Main Fax: (509)735-0707 Email: Julie.Bowman@ctt.com

Order Number: 62242301710

SCHEDULE A

1. Commitment Date: September 11, 2023 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2021 w-WA Mod
 

Proposed Insured:	MFJG Holdings, LLC, a Washington limited liability company
Proposed Amount of Insurance:	\$2,000,000.00
The estate or interest to be insured:	Fee Simple
Premium:	\$ 4,203.00
Tax:	\$ 365.66
Rate:	General Schedule Standard
Total:	\$ 4,568.66
3. The estate or interest in the Land at the Commitment Date is:
 

Fee Simple
4. The Title is, at the Commitment Date, [vested in:](#)

IC University Square LLC, a Washington limited liability company
5. The Land is described as follows:
 

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

END OF SCHEDULE A

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**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): [123083013398001](#), [123083013398002](#), [123083013398003](#) and [123083013398004](#)**

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Lot 1, 2, 3, and 4, Short Plat No 3398, according to the Survey thereof recorded under Auditor's File No. 2013-019453, records of Benton County, Washington.

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AMERICAN  
LAND TITLE  
ASSOCIATION





**SCHEDULE B, PART I - Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
7. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
8. If documents for this transaction are to be signed using Remote Online Notary, we require the use of company approved RON providers which can be found here:  
<https://nationalagency.fnf.com/digitalclosinghub/RON-Technology-Providers>.

The Notarial Certificate must state "This notarial act involved the use of communication technology."

We require a copy of the notarization video for our file documentation prior to closing. Additional underwriting requirements may need to be satisfied.

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**SCHEDULE B, PART I - Requirements**  
(continued)

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

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

The rate of real estate excise tax for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$525,000 or less;  
1.28% on any portion of the sales price above \$525,000, up to \$1,525,000;  
2.75% on any portion of the sales price above \$1,525,000, up to \$3,025,000;  
3.00% on any portion of the sales price above \$3,025,000;

The rate of excise for properties formally classified as timberland or agriculture land will be 1.28% for the State portion on the entire sales price.

Local portion: 0.50% on the entire sales price.

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

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

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online [HERE <https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax>](https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax). The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

10. Property taxes and assessments for the year(s) 2023 are to be paid, pro rata by the buyer and seller at settlement.
11. Liability, if any, for personal property taxes pursuant to RCW 84.56.070 wherein no sale can be made without prepayment of said tax, including advance tax for the following calendar year.
12. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.
13. NOTE: We have reviewed the authority documentation for IC University Square LLC. Based on our review, the requirement(s) in paragraph(s) will not appear on the policy issued if the following conditions are met on the instrument to be insured:
1. IC University Square Investments LLC must sign as as Manager of said entity by its manager Innovation Center TCRD LLC by its Managers Wayne M. Perry and/or Lisa J. Cannon.
  2. All signature(s) must be notarized in an appropriate representative capacity.

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**SCHEDULE B, PART I - Requirements**

(continued)

14. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
15. According to the application for title insurance, this Company has been requested to issue an Owner's Policy in the following amount, which sales price is less than the assessed value of the property according to the County Tax Rolls. The forthcoming policy must be issued in an amount at least equal to the full value of the estate insured in accordance with our Rating Schedule on file in the Office of the Insurance Commissioner.
- Amount of Sales Price: \$2,000,000.00  
Assessed Value: \$4,285,030.00
16. According to the application for title insurance, the purchase price in the proposed transaction is less than the assessed valuation of the property. The COUNTY will require documentation validating the purchase price as bona fide offer. Said documentation may be in the form of a copy of the Purchase and Sale Agreement AND MUST BE SENT IN WITH THE RECORDING PACKAGE or your package will be rejected by the County Recorder's Office and closing may be delayed.
17. NOTE: We have reviewed the authority documentation for MFJG LLC. Based on our review:
1. Jennifer Grillo and Matthew Fredrickson must sign as Members of said entity.
  2. All signature(s) must be notarized in an appropriate representative capacity.

**END OF REQUIREMENTS****NOTES**

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: 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 B: Note: The Company is willing to issue an Extended Coverage Loan Policy. General Exceptions A-D, K, inclusive, are hereby deleted and will not appear on the forthcoming Loan Policy.

ALTA 22-06, ALTA 8.1 and ALTA 9-06 Endorsements will issue with the forthcoming Loan Policy.

Note C: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

800 and 801 Dalton St. and 990 and 750 Currie St.  
Richland, WA 99354

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**SCHEDULE B, PART I - Requirements**

(continued)

Note D: Note: FOR INFORMATIONAL PURPOSES ONLY:

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

Lot 1, 2, 3, and 4, Short Plat No 3398

[Tax Account No.: 123083013398001](#), 123083013398002, 123083013398003 and 123083013398004

Note E: Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

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

Note G: Note: Examination of the Public Records discloses no judgments or other matters pending against the name(s) of the proposed insured which would appear as exceptions in the policy.

Note H: Note: This [map/plat](#) is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

Note I: Please be advised we submit documents to the county for processing and recording via e-filing using a 3rd party vendor.

Please make checks for excise tax and recording fees payable to the Company.

There is a \$5.44 e-recording surcharge per EACH document for this service.

NOTE: Not all recordings qualify for e-filing.

Note J: Recording charges (per document title) for closings on July 26, 2021, and after, for all Washington counties:

Deed of Trust - \$204.50 and \$1 for each additional page.

Most other Docs, except as noted below - \$203.50 and \$1 for each additional page.

Assignment of Deed of Trust, Substitution or Appointment of Successor Trustee - \$18.00 and \$1 for each additional page

Multiple titled documents are charged per applicable title.

There is an additional \$5.44 fee per document for electronic recording.

**RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

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**SCHEDULE B, PART I - Requirements**  
(continued)

- Note K: In the event the transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the State Insurance Code and the filed schedule of this Company.
- Note L: 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 M: As part of the Company's commitment to the environment, we encourage the paperless distribution of our products whenever possible. To help conserve natural resources, we will automatically issue the forthcoming original policy(ies) electronically.

Please provide us with a current e-mail address for the new owner and/or lender prior to closing or by emailing [WRCPF.PolicyDesk@TitleGroup.FNTG.com](mailto:WRCPF.PolicyDesk@TitleGroup.FNTG.com). Hard copy versions may be issued upon request.

**END OF NOTES**

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II - Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat 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 will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

**GENERAL EXCEPTIONS**

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

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**SCHEDULE B, PART II - Exceptions**  
(continued)

## SPECIAL EXCEPTIONS

1. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2023  
Tax Account No.: [123083013398001](#)  
 Levy Code: R1 RA1  
 Assessed Value-Land: \$1,319,390.00  
 Assessed Value-Improvements: \$1,649,660.00

## General and Special Taxes:

Billed: \$29,316.51  
 Paid: \$14,658.28  
 Unpaid: \$14,658.23

2. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2023  
Tax Account No.: [123083013398002](#)  
 Levy Code: R1 RA1  
 Assessed Value-Land: \$314,460.00  
 Assessed Value-Improvements: \$0.00

## General and Special Taxes:

Billed: \$3,117.17  
 Paid: \$1,558.60  
 Unpaid: \$1,558.57

3. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2023  
Tax Account No.: [123083013398003](#)  
 Levy Code: R1 RA1  
 Assessed Value-Land: \$438,750.00  
 Assessed Value-Improvements: \$0.00

## General and Special Taxes:

Billed: \$4,342.50  
 Paid: \$2,171.28  
 Unpaid: \$2,171.22

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**SCHEDULE B, PART II - Exceptions**

(continued)

4. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2023  
Tax Account No.: [123083013398004](#)  
 Levy Code: R1 RA1  
 Assessed Value-Land: \$562,770.00  
 Assessed Value-Improvements: \$0.00

## General and Special Taxes:

Billed: \$5,565.17  
 Paid: \$2,782.63  
 Unpaid: \$2,782.54

5. Liability, if any, for personal property taxes pursuant to RCW 84.56.070 wherein no sale can be made without prepayment of said tax, including advance tax for the following calendar year.
6. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.
7. Reservations Easements and Exceptions contained in Deed, including terms and conditions thereof:

From: The City of Richland  
 Recorded: August 5, 1966  
[Recording No.: 565166](#)

Relinquishment of Easement recorded December 5, 2012 under Auditor's File No. 2012-038236.

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

Granted to: The City of Richland  
 Purpose: Water line  
 Recording Date: June 29, 1965  
[Recording No.:](#) [544519](#)

Relinquishment of Easement recorded December 5, 2012 under Auditor's File No. 2012-038236.

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

Granted to: United Telephone Company of the Northwest  
 Purpose: Underground telephone communication facilities and appurtenances  
 Recording Date: July 11, 1977  
[Recording No.:](#) [732062](#)

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**SCHEDULE B, PART II - Exceptions**

(continued)

10. Reservations Easements and Exceptions contained in Deed, including terms and conditions thereof:

From: The United States of America by and through the Atomic Energy Commission

Recorded: November 12, 1959

[Recording No.: 426757](#)

11. Reservations Easements and Exceptions contained in Deed, including terms and conditions thereof:

From: The United States of America by and through the Atomic Energy Commission

Recorded: February 7, 1961

[Recording No.: 450541](#)

12. Reservations Easements and Exceptions contained in Deed, including terms and conditions thereof:

From: The United States of America

Recorded: June 3, 1964

[Recording No.: 521608](#)

13. Reservations Easements and Exceptions contained in Deed, including terms and conditions thereof:

From: The United States of America

Recorded: November 16, 1964

[Recording No.: 530869](#)

14. Reservations Easements and Exceptions contained in Deed, including terms and conditions thereof:

From: The United States of America

Recorded: April 29, 1966

[Recording No.: 560632](#)

Relinquishment of Easement recorded December 5, 2012 under Auditor's File No. 2012-038236.

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

Granted to: Port of Benton

Purpose: Access and Landscape Easement

Recording Date: January 27, 2006

[Recording No.:](#) [2006-002813](#)

NOTE: Said instrument is a re-recording of 2006-001747

Relinquishment of Access and Landscaping Easement and Relinquishment of Irrigation Easement recorded May 2, 2011 under Auditor's [File No. 2011-012530](#).

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**SCHEDULE B, PART II - Exceptions**

(continued)

16. City of Richland Ordinance No. 28-11 and the terms and conditions thereof:  
Recorded: November 9, 2011  
[Recording No.: 2011-031746](#)
17. Exceptions, reservations, covenants as contained in Deed recorded May 13, 2011 under Auditor's [File No. 2011-013617](#) and Correction Deed recorded October 2, 2015 under Auditor's [File No. 2015-029727](#).
18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: City of Richland  
Purpose: Waterline easement  
Recording Date: November 2, 2012  
[Recording No.:](#) [2012-034462](#)
19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: City of Richland  
Purpose: Sewer easement  
Recording Date: November 2, 2012  
[Recording No.:](#) [2012-034463](#)
20. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: City of Richland  
Purpose: Utility easement  
Recording Date: November 2, 2012  
[Recording No.:](#) [2012-034465](#)
21. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: City of Richland  
Purpose: Utility easement  
Recording Date: June 7, 2013  
[Recording No.:](#) [2013-019428](#)
22. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Short Plat No. 3398:

Recording No: 2013-019453

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**SCHEDULE B, PART II - Exceptions**

(continued)

23. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey No. 4111:

[Recording No: 2010-018731](#)

24. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey No. 4048:

[Recording No: 2009-037192](#)

**END OF SCHEDULE B, PART II**

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
  - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
  - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
  3. The Company's liability and obligation is limited by and this Commitment is not valid without:
    - a. the Notice;
    - b. the Commitment to Issue Policy;
    - c. the Commitment Conditions;
    - d. Schedule A;
    - e. Schedule B, Part I-Requirements; and
    - f. Schedule B, Part II-Exceptions; and
    - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I-Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

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(continued)

- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION - INTENTIONALLY DELETED****END OF CONDITIONS**

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## RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

### First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

\*\*A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

### Additional Pages:

1" top, side and bottom margins containing no markings or seals.

### All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.



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](mailto: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](mailto: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](mailto:privacy@fnf.com), or by mail to:

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