ORDINANCE NO. 405

AN ORDINANCE ACCEPTING THE CONVEYANCE OF PROPERTY
PRAIRIE COMMONS

WHEREAS, the Batavia Park District, County of Kane, State of Illinois is a Park District formed and operating under the laws of the State of Illinois; and

WHEREAS, as part of the development of the Prairie Commons Subdivision, the developer was required by the City of Batavia to prepare and convey park property—designated as Outlot 51 on the approved Plat of Subdivision—to the Park District; and

WHEREAS, the Developer has provided the required warranty deed, bill of sale, and title insurance, all attached hereto as Group Exhibit A, and has filed the transfer declaration; and

WHEREAS, the Park District finds that it is in its best interest to approve this Ordinance to accept the property.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF COMMISSIONERS OF THE BATAVIA PARK DISTRICT, KANE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION TWO: The Village hereby accepts the property and the Executive Director is authorized and directed to take such steps as necessary to record the Deed conveying the property to the Park District.

SECTION THREE: All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.
SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

APPROVED AND ADOPTED by the Board of Commissioners of the Batavia Park District this 16th day of August, 2022, pursuant to roll call vote as follows:

AYES: Tilmon, Riley, Connolly, Callahan

NAYS: —

ABSENT: Gray

ABSTAIN: —

ATTEST:

President

Secretary
Group Exhibit A
WARRANTY DEED

(Lot 51 in Prairie Commons, Batavia, Illinois)

This Warranty Deed, made this 12th day of July, 2022, between CalAtlantic Group, LLC, a limited liability company created and existing under and by virtue of the laws of the State of Delaware, successor by conversion of CalAtlantic Group, Inc., a Delaware corporation, and duly authorized to transact business in the State of Illinois ("Grantor"), and the Batavia Park District ("Grantee"), 327 Wilson Street, Batavia, Illinois 60510-1948.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, by these presents CONVEYS AND WARRANTS unto the Grantee the following described real estate, situated in the County of Kane and State of Illinois known and legally described on Exhibit A attached hereto, subject to general real estate taxes for 2022 and subsequent years; and covenants, conditions, easements, building lines and restrictions of record.

Permanent Real Estate Index Number: See Exhibit A

Address of real estate: See Exhibit A

[Signature page follows]
IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents on the day and year first above written.

CalAtlantic Group, LLC, a Delaware limited liability company, successor by conversion of CalAtlantic Group, Inc., a Delaware corporation

By: [Signature]
Name: Christopher Gillen
Its: Vice President

State of Illinois ) SS
County of Cook )

I, Michelle Meyer, a Notary Public in and for said County and State, do hereby certify that Christopher Gillen, as a Vice President of CalAtlantic Group, LLC, a Delaware limited liability company, successor by conversion of CalAtlantic Group, Inc., a Delaware corporation (the “Company”), appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of the Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _7_ day of _July_, 2022.

MICHELLE MEYER
Notary Public
Notarial Seal

EXEMPT UNDER PROVISIONS OF PARAGRAPH B SECTION 31-45, PROPERTY TAX CODE.

DATE BUYER SELLER OR REPRESENTATIVE

MAIL TO AND SEND SUBSEQUENT TAX BILLS TO:

Batavia Park District
327 Wilson Street
Batavia, Illinois 60510-1948
EXHIBIT A

LEGAL DESCRIPTION

OUTLOT 51 IN PRAIRIE COMMONS, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 8, EAST OF THE PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 1, 2018 AS DOCUMENT NUMBER 2018K037146 IN KANE COUNTY ILLINOIS.

Address: Park site west of Carlstedt Drive, Batavia, Illinois.

PIN: 12-36-182-010
BILL OF SALE

Grantor, CalAtlantic Group, LLC, a Delaware limited liability company, successor by conversion of CalAtlantic Group, Inc., a Delaware corporation, having its office at 1700 E. Golf Road, Suite 1100, Schaumburg, Illinois 60173, in consideration of Ten and No/100 Dollars, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to Grantee, Batavia Park District, the following described personal property, to-wit:

ALL IMPROVEMENTS, PLAYGROUND EQUIPMENT AND PERSONAL PROPERTY LOCATED ON THE FOLLOWING DESCRIBED REAL ESTATE:

OUTLOT 51 IN PRAIRIE COMMONS, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 8, EAST OF THE PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 1, 2018, AS DOCUMENT NUMBER 2018K037146 IN KANE COUNTY ILLINOIS.

Grantor hereby represents and warrants to Grantee that Grantor is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that Grantee has full right, power and authority to transfer said personal property and to make this bill of sale. All warranties of quality, fitness and merchantability are hereby excluded.

IN WITNESS WHEREOF, Grantor has caused this bill of sale to be signed in its name this 12th day of July, 2022.

GRANTOR:

CalAtlantic Group, LLC, a Delaware limited liability company, successor by conversion of CalAtlantic Group, Inc., a Delaware corporation

By: Christopher Gillen, Vice President
ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:

CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

22001867WF

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 EXTRACONTRACTUAL 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 Policy Amount 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
CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

<table>
<thead>
<tr>
<th>ORIGINATING OFFICE:</th>
<th>FOR SETTLEMENT INQUIRIES, CONTACT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chicago Title Company, LLC</td>
<td>Chicago Title and Trust Company</td>
</tr>
<tr>
<td>2441 Warrenville Rd, Suite 100</td>
<td>2441 Warrenville Rd, Suite 100</td>
</tr>
<tr>
<td>Lisle, IL 60532</td>
<td>Lisle, IL 60532</td>
</tr>
<tr>
<td>Main Phone: (630)871-3500</td>
<td>Main Phone: (630)871-3500</td>
</tr>
<tr>
<td>Email: <a href="mailto:CTLisle@ctt.com">CTLisle@ctt.com</a></td>
<td>Main Fax: (630)871-3587</td>
</tr>
</tbody>
</table>

Issued By: Chicago Title Company, LLC
2441 Warrenville Rd, Suite 100
Lisle, IL 60532

Order Number: 22001867WF
Property Ref.: Outlot 51 and Outlot 54 Prairie Commons, Batavia, IL 60510

SCHEDULE A

1. Commitment Date: July 26, 2022

2. Policy to be issued:
   (a) ALTA Owner's Policy 2006
       Proposed Insured: Batavia Park District
       Proposed Policy Amount: $10,000.00

3. The estate or interest in the Land described or referred to in this Commitment is:
   Fee Simple

4. The Title is, at the Commitment Date, vested in:
   Batavia Park District

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016)
5. The Land is described as follows:

OUTLOTS 51 AND 54 IN PRAIRIE COMMONS, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 8, EAST OF THE PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 1, 2018 AS DOCUMENT NUMBER 2018K037146 IN KANE COUNTY ILLINOIS; EXCEPTING THEREFROM THAT PART OF SAID OUTLOT 51 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF OUTLOT 52 IN SAID SUBDIVISION; THENCE NORTHEASTERLY ON THE WESTERLY LINE OF SAID OUTLOT 52, SAID WESTERLY LINE BEING A CURVE TO THE LEFT HAVING A RADIUS OF 105.0 FEET, FOR A DISTANCE OF 34.57 FEET; THENCE SOUTH 86 DEGREES 19 MINUTES 04 SECONDS EAST, 1497 FEET; THENCE NORTH 70 DEGREES 20 MINUTES 20 SECONDS EAST, 85.18 FEET TO THE SOUTHEASTERLY LINE OF SAID OUTLOT 51; THENCE SOUTH 52 DEGREES 45 MINUTES 34 SECONDS WEST ALONG THE SAID SOUTHEASTERLY LINE, 77.83 FEET; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 130 FEET FOR A DISTANCE OF 3.52 FEET TO THE SOUND LINE OF SAID OUTLOT 52; THENCE SOUTH 89 DEGREES 31 MINUTES 19 SECONDS WEST ALONG SAID SOUTH LINE, 56.86 FEET TO THE POINT OF BEGINNING, ALL IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS.
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. 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.

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. Be advised that the “good funds” of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent’s ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.

8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual’s face; and bear the individual’s signature.

9. Intentionally deleted

10. The Company should be provided a statement from the borrower(s) relative to any mortgage identified in Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.

END OF SCHEDULE B, PART I

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART II
EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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

1. Rights or claims of parties in possession not shown by Public Records.

2. 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.

3. Easements, or claims of easements, not shown by the Public Records.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. Taxes or special assessments which are not shown as existing liens by the Public Records.

6. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.

7. 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.

A 8. Taxes for the year 2022.

Taxes for the year 2022 are not yet due or payable.

The General Taxes as shown below are marked exempt on the Collector’s Warrants. Unless satisfactory evidence is submitted to substantiate said exemption, our policy, if and when issued, will be subject to said taxes.

Tax Number: 12-36-182-010 affects part in Outlot 51 and other property and 12-36-182-013 affects part in Outlot 54

R Note-- future Permanent Index Number per county map shows to be 12 36 182 057

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

B  9. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

N 10. Intentionally deleted

O 11. In order for the Company to insure title coming through the sale or transfer of Land to the municipality, the Company should be furnished a certified copy of the Ordinance or Resolution authorizing the conveyance, together with the number of "ayes" and "nays" for its passage, and evidence of any required publication.

If said municipality is a "Home Rule Unit" pursuant to Article 7, Section 6 of the Illinois Constitution, the Company should be furnished evidence of compliance with the municipality's ordinance(s) which relate to the sale or transfer of municipal property.

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

C 12. Intentionally deleted

M 13. intentionally deleted

D 14. Rights of way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.

F 15. Annexation document 2005K014192 to City of Batavia and Annexation Agreement document 2005K014191 as to development, uses, zoning, recapture, costs and other matters.

Said Annexation Agreement was assigned to Calatlantic Group, Inc. by Assignment of Annexation Agreement recorded May 29, 2018 as document 2018K024669.


H 17. Notes per the plat of Prairie Commons recorded August 1, 2018 as Document Number 2018K037146.

Direct access to and from Outlot 49 to Kirk Road (COUNTY Highway 77) shall be prohibited.

There will be no direct access to Kirk Road from Lot 48. There will be no access to Wind Energy Pass from Lot 48 or Outlot 49 within 250 feet of the Kirk Road edge of pavement. Lot 48 and Outlot 49 shall both be allowed a right-in/right-out access to Wind Energy Pass no closer than 250 feet from the Kirk Road edge of pavement. Lot 48 and Outlot 49 shall both be allowed a full access to Wind Energy Pass no closer than 500 feet from the Kirk Road edge of pavement. There will be no access to Bentz Way from Lot 48 within 250 feet of the Kirk Road edge of pavement.
SCHEDULE B, PART II
EXCEPTIONS
(continued)

For additional information pertaining to definitions/uses of easements, setbacks and other matters, see declaration of covenants, conditions and restrictions recorded by separate document. Outlots 49, 50, 53 (see note 16), 54, 55, 58, 59, 60, 61, 63 and 64 are hereby covered by a blanket public utility and drainage easement.

Lot 48 shall be a future commercial development and must comply with all city of Batavia zoning requirements or as provided by development agreement.

Lots 1 through 34 and 37 through 47 shall be multi-family residential lots and must comply with all city of Batavia zoning requirements or as provided by development agreement.

Outlots 50, 53, 55, 56, 57, 58, 59, 60, 61, 62, 63 and 64 are to be owned and maintained by the homeowners association.

Outlot 49 will be maintained by the homeowners association until such time it is needed for public purposes, such as, a future roadway connection to the North.

Upon request of the city of Batavia (if requested in the future), Outlot 59 (Bortner Path) is to be conveyed to the city of Batavia at no cost. N.E.A. are not established as lots but as non-easement areas which are areas excluded from the blanket public utility and drainage easement on Outlot 53.

J 18. The land lies within the boundaries of a special service area as disclosed by ordinance recorded as recording no. 2018K044792, and is subject to additional taxes under the terms of said ordinance and subsequent related ordinances.


I 20. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.
(This note will be waived for policy)

L 21. Informational note: To schedule closings in the Lisle office (formerly located in Wheaton) please call: (630) 871-3500. Naperville office please call: (630) 871-3800. For inquiries relating to this commitment, call examining unit at (630) 871-3500. Also directions on reaching the Lisle office (2441 Warrenville Road, Lisle) The Lisle office is located approximately one mile East of Naperville Road on Warrenville Road. It is located on the South side of the street and is in a complex called Westwood of Lisle. From Warrenville Road, turn South onto Corporate West Drive and the office is on the Left side of the street. To the downtown Naperville office 55 S. Main Street, Suite 396: from I-88 coming from the east: exit at...
SCHEDULE B, PART II
EXCEPTIONS
(continued)

Naperville Rd. Turn right (south) go to Diehl Rd. Turn right (west) continue to Washington St. and turn left (south) take to Van Buren turn right (west) continue to our building "Main Street Promenade". Our suite is located at the west end of the building above Chase Bank on the 3rd floor. From I-88 coming from the west: exit at Winfield Rd. Turn right (south) to Diehl Rd. Turn left (east) to Washington turn right (south) to Van Buren turn right (west) continue to our building "Main Street Promenade". Our suite is located at the west end of the building above Chase Bank on the 3rd floor.

S 22. The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided lot. As a result, a Plat Act Affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 et seq.)

END OF SCHEDULE B, PART II
COMMITMENT CONDITIONS

1. DEFINITIONS
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "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.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in 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;
   (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 shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
   (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT
   (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 and must be restricted solely to the terms and provisions of this Commitment.
(continued)

(c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars ($2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

END OF CONDITIONS

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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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

wire-safe.com
FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective August 1, 2021

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 “FNFW 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 FNFW Website, such as date and time of your visit to the FNFW Website and visits to the pages within the FNFW Website.

Like most websites, our servers automatically log each visitor to the FNFW 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 FNFW Website and are logged into that account, the FNFW Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNFW 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 FNFW 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 FNFW 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 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 nonaffiliated third party service providers 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 may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

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: You may be placed on our internal Do Not Call List by calling (888)714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: 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: BCPINFO@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.

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 anyone 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, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's Opt Out Page or contact us by phone at (888) 714-2710 or by mail to:

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