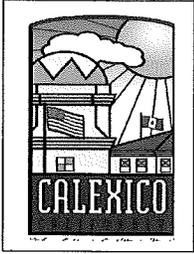


**AGENDA  
ITEM**

**19**



# AGENDA STAFF REPORT

**DATE:** September 5, 2018

**TO:** Mayor and City Council

**APPROVED BY:** David B. Dale, City Manager *DD*

**PREPARED BY:** Ralph Morales, Building Manager

**SUBJECT:** A Resolution of the City of Calexico Approving Recordation of the Final Map Subdivision 059-330-001 (6 Lots – Sunset Subdivision)

=====

**Recommendation:**

Approve and adopt a Resolution No. 2018- \_\_\_\_ (the “Resolution”), approving the final map and recordation at the Imperial County Recorder’s Office.

**Background:**

The Subdivision Tentative Map (STM) for this 37.9 Acre Parcel (APN 059-330-001) was reviewed by City Staff at the Project Review Committee (PRC) Level. The Planning Commission approved the STM in a Public Hearing under Resolution No. 2018-03 to subdivide said parcel into six new lots. The 37.9 Acre Parcel is located north of Robinson Street and east of Sunset Blvd. on the northern portion of the Portico Industrial Park Unit 1 Subdivision.

**Discussion & Analysis:**

To develop each lot, the lot owner(s) will be required to process their separate site plan through the city’s Project Review Committee and CEQA process. Prior to approval and construction, each lot will require a separate review and permit process, City / School fees, building and engineering plans. The purpose of this subdivision is to provide lots for sale (varying from 2 acres to 7 acres) to developers. No zoning change is necessary.

**Fiscal Impact:**

Upon the development of each of the 6 new lots, there will be potential positive fiscal impacts to the City of Calexico through the collection of Land Use/CEQA Permit Fees, Building & Engineering Permits Fees, Development Impact Fees, increased property taxes, new sales taxes and new employment.



**Coordinated With:**

City Manager's Office.  
Planning/Building Department.

**Attachment(s):**

1. A Resolution of the City of Calexico Approving Recordation of the Final Map Subdivision 059-330-001 (6 Lots – Sunset Subdivision) Planning Commission Resolution 2018-03.
2. Planning Commission Resolution 2018-03.
3. Final Map (8-1/2" x 11").
4. Subdivision Guarantee + Preliminary Title Report Chicago Title.
5. Property Tax Estimate (Taxes to be paid the day of FM recordation).

# ATTACHMENT NO. 1

**RESOLUTION NO. 2018-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF CALEXICO APPROVING RECORDATION OF THE FINAL MAP SUBDIVISION 059-330-001 (6 LOTS – SUNSET SUBDIVISION)**

**WHEREAS**, The applicant has filed an application relative to a 37.9-acre site located north of Robinson Street and East of Sunset Boulevard, specifically described as APN(s) 059-300-001; and

**WHEREAS**, Planning Commission, at its regular meeting on January 22, 2018 held a duly noticed public hearing and approved and certified the Subdivision Tentative Map Negative Declaration under Planning Commission Resolution 2018-03; and

**WHEREAS**, the Final Map has been reviewed and approved by a Professional Land Surveyor and City Staff; and

**NOW, THEREFORE, BE IT RESOLVED** that the City of Calexico does hereby affirm and acknowledge the Resolution adopted by the Planning Commission Resolution 2018-03 regarding adoption and certification of the Negative Declaration and approves the recordation of the final map subdivision at the Imperial County Recorder's Office.

**PASSED, APPROVED AND ADOPTED** this 5<sup>th</sup> day of September 2018.

\_\_\_\_\_  
Lewis Pacheco, Mayor

**ATTEST:**

\_\_\_\_\_  
Gabriela T. Garcia, Deputy City Clerk

Approved as to Form:

\_\_\_\_\_  
Carlos Campos, City Attorney

State of California     )  
County of Imperial    ) ss.  
City of Calexico       )

I, Gabriela T. Garcia, Deputy City Clerk of the City of Calexico, California, do hereby certify that the above and foregoing Resolution No. 2018-\_\_\_\_\_, was duly passed, approved and adopted by the City Council at its regular meeting held on the 5<sup>th</sup> day of September, 2018, by the following vote, to-wit:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

\_\_\_\_\_  
Gabriela T. Garcia, Deputy City Clerk

# **ATTACHMENT NO. 2**

RESOLUTION NO. 2018-03

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CALEXICO, CALIFORNIA, RECOMMENDING APPROVAL OF PROPOSED TENTATIVE SUBDIVISION MAP NO. 059-330-001 WHICH PROPOSES THE SUBDIVISION OF APPROXIMATELY 37.9 ACRES OF LAND IN ORDER TO CREATE SIX (6) INDUSTRIAL LOTS.

WHEREAS, the City of Calexico, has filed an application for approval of a proposed subdivision map which proposes the subdivision of about 37.9 acres of land located on Robinson Avenue between Sunset Blvd. on the west and the extension of Portico Blvd. on the east adjacent to Town Center Industrial Park in order to create six (6) industrial lots; and

WHEREAS, the Planning Commission of the City of Calexico has been delegated with the responsibility of approving tract maps that subdivide land; and

WHEREAS, public notice of said application has been given, and the Planning Commission has considered evidence presented by the Development Services Department and other interested parties at a public hearing held with respect to this item on January 22, 2018.

NOW THEREFORE, the Planning Commission of the City of Calexico DOES HEREBY RESOLVE as follows:

**SECTION 1.** The Planning Commission has considered the Negative Declaration for the proposed project prior to making a decision to approve the proposed Tentative Subdivision Map. The Planning Commission finds and determines that the Negative Declaration is adequate and prepared in accordance with the requirements of the California Environmental Quality Act (CEQA).

**SECTION 2.** That in accordance with the State Subdivision Map Act and requirements of the City of Calexico, the following findings and conditions of approval for the Tentative Subdivision Map dated 9/11/17 and attached hereto as **Exhibit B** have been made as follows:

**FINDINGS:**

- a) The proposed subdivision, together with the provisions for the design and improvement, are consistent with the City's General Plan; Zoning Ordinance, Subdivisions Ordinance; and the State Subdivision Map Act.

*The design of the subdivision is consistent with the General Plan and Zoning designations. The project is consistent with the designated land use planning area, development and design standards, and all other appropriate requirements contained in the General Plan, Calexico Municipal and Zoning Codes, and Subdivision Map Act.*

- b) The proposed subdivision is compatible with the objectives, policies, general land uses and programs specified in the General Plan (Government Code Section 66473.5).

**PLANNING COMMISSION RESOLUTION FOR  
TENTATIVE SUBDIVISION MAP NO'S. 059-330-001**

Page 2 of 4

*The subdivision is consistent with the land use plan, engineering standards and programs, and all other appropriate requirements contained in the General Plan. The Tentative Subdivision Map is consistent with the General Plan and Zoning Code designations and all other applicable engineering standards.*

- c) The effects this proposed subdivision is likely to have upon the region, the public service requirements of its residents, and the available fiscal and environmental resources have been considered and balanced.

*The subdivision is consistent with the City's General Plan and Municipal and Zoning Codes and will not result in any adverse environmental impact.*

**CONDITIONS**

1. The applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the approval of the proposed Tentative Subdivision Parcel Map including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify applicant of any claim, action or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the applicant shall not be required to pay or perform any settlement unless such settlement is approved by applicant.
2. The Tentative Subdivision Map shall divide the property into six (6) parcels.
3. The Tentative Subdivision Map shall expire two (2) years from the date of approval, unless within that period of time, an extension of time is granted by the City in accordance with the State Subdivision Map Act and Subdivision Ordinance (Chapter 16) of the Calexico Municipal Code.
4. Prior to the issuance of the first certificate of occupancy, the north side of Robinson Blvd. at the north-east corner of Robinson Blvd. shall be blocked off with a barricade to engineering standards.
5. The Tentative Subdivision Map shall comply with all applicable requirements of the State of California Subdivision Map Act and the City's Subdivision Ordinance and Zoning Ordinances, unless modified by the Conditions of Approval.

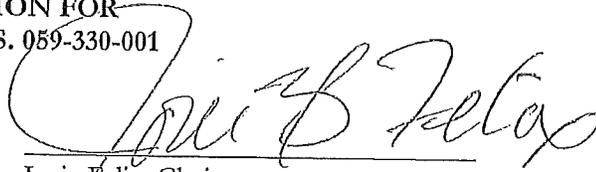
**PLANNING COMMISSION RESOLUTION FOR  
TENTATIVE SUBDIVISION MAP NO'S. 059-330-001**

Page 3 of 4

6. Prior to the recording of the final map the improvements specified herein and approved by the Planning Commission shall be installed, or agreements for said improvements, shall be submitted to the City for approval by the City Engineer and City Attorney, and all other stated conditions shall be complied with.
7. Prior to submittal of any improvement plan for plan check, geotechnical study and soils report of the project site shall be conducted to the satisfaction of the City Engineer. An approved copy of the geotechnical study and soils report, in accordance with the subdivision map act, applicable codes, and city standards, shall be submitted with the improvement plans.
8. Prior to the issuance of building permits an NPDES permit from the regional water quality control board shall be provided in accordance with a storm water pollution prevention plan approved by the City Engineer. The storm water pollution prevention plan shall include best management practices (BMP's).
9. Prior to the issuance of building permits, a site specific drainage study shall be conducted by a registered Civil Engineer and submitted for review and approval by the City and the IID. All retention facilities and drainage improvements shall be provided in accordance with the City's standards and to the satisfaction of the City Engineer where applicable.
10. A separate water meter, sized based on estimated consumption, shall be installed for every single commercial unit within a multiple unit building. A single common water meter installed to service all multiple commercial units will not be allowed.
11. All retention facilities and drainage improvements shall be provided in accordance with the City's standards to the satisfaction of the City Engineer where applicable.
12. Fire hydrants, markers and water mains shall be provided in accordance with the Fire Department's specifications. Fire hydrants shall not be placed more than 300 ft. apart nor more than 300 ft. from buildings and shall be subject to review and approval by the Fire Department. All fire hydrants shall be on a looped water system and shall be in service before any combustible construction begins.
13. Utilities shall be provided in accordance with the City's Master Water/Sewer Plan.
14. The project shall comply with applicable staff comments labeled **Exhibit B** of the Planning Commission staff report and other applicable Federal, state and local codes, ordinances and resolutions.

NOW, THEREFORE, subject to the above findings and conditions, the Planning Commission of the City of Calexico DOES HEREBY APPROVE the Tentative Subdivision Map No. 059-330-001.

PLANNING COMMISSION RESOLUTION FOR  
TENTATIVE SUBDIVISION MAP NO'S. 059-330-001  
Page 4 of 4



Josie Felix, Chairperson  
Calxico Planning Commission

I hereby certify that the preceding resolution was taken by the Planning Commission at a meeting conducted on January 22, 2018 by the following vote:

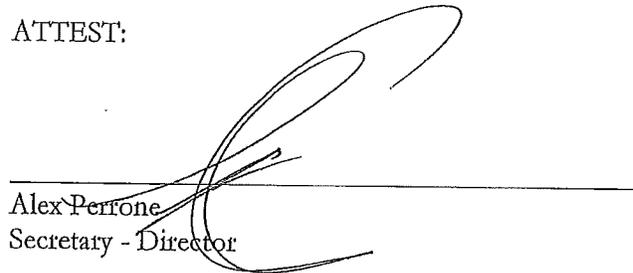
AYES: Felix, Perrone, Cardenas, Salazar

NOES:

ABSENT:

ABSTAIN:

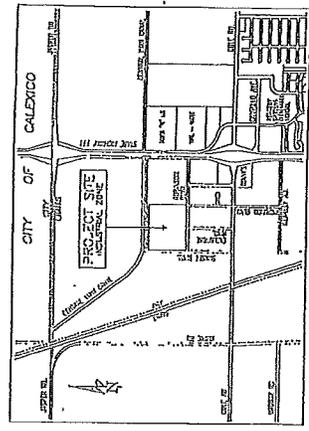
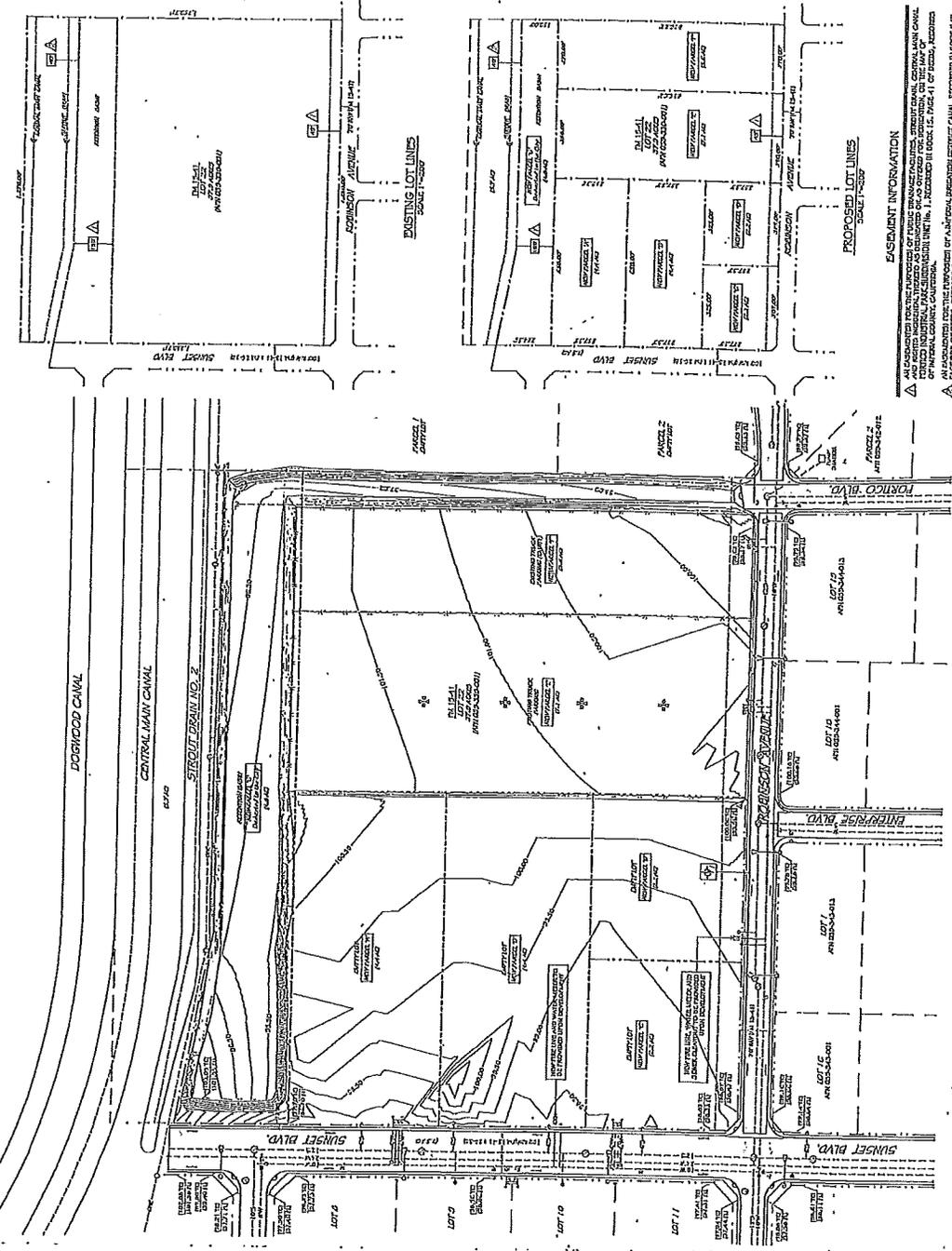
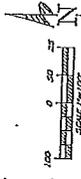
ATTEST:



Alex Perrone  
Secretary - Director

# SUBDIVISION TENTATIVE MAP

MAJOR SUBDIVISION OF ASSESSOR'S PARCEL NUMBER 059-330-001 INTO 6 NEW PARCELS



**PROJECT INFORMATION**  
 ASSESSOR'S PARCEL NUMBER (APN): 059-330-001  
 PROJECT SITE ADDRESS & LOCATION: 301 KENNEDY AVENUE  
 CALDEXICO, CALIFORNIA  
 PREPARED BY: BROWN & CALDWELL  
 DATE: 10/15/2010

**LOCAL DESCRIPTION**  
 THE PROJECT SITE IS LOCATED IN THE CITY OF CALDEXICO, COUNTY OF IMPERIAL, PARCEL NUMBER 059-330-001, IN THE CITY OF CALDEXICO, COUNTY OF IMPERIAL, PARCEL NUMBER 059-330-001, AS SHOWN IN BOOK 15, PAGE 41 OF THE PUBLIC RECORDS OF THE COUNTY OF IMPERIAL, CALIFORNIA.

**EXISTING LOT DIMENSIONS & AREAS**

LOT #	AREA (SQ. FT.)	AREA (ACRES)
1	10,000	0.23
2	10,000	0.23
3	10,000	0.23
4	10,000	0.23
5	10,000	0.23
6	10,000	0.23
<b>TOTAL</b>	<b>60,000</b>	<b>1.38</b>

**GENERAL REQUIREMENTS**  
 ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SUBDIVISION MAP ACT AND THE SUBDIVISION MAP ACT REGULATIONS WHICH ARE PART OF THE CALIFORNIA VEHICLE CODE, CHAPTER 10, DIVISION 1, ARTICLE 1, SECTIONS 91500-91505, AS AMENDED.

**PROPOSED LOT DIMENSIONS & AREAS**

LOT #	AREA (SQ. FT.)	AREA (ACRES)
1	10,000	0.23
2	10,000	0.23
3	10,000	0.23
4	10,000	0.23
5	10,000	0.23
6	10,000	0.23
<b>TOTAL</b>	<b>60,000</b>	<b>1.38</b>

**LEGEND / EXISTING FEATURES**

- PROPOSED LOT LINES (Dashed line)
- EXISTING LOT LINES (Solid line)
- PROPOSED EASEMENTS (Dotted line)
- EXISTING EASEMENTS (Dotted line)
- PROPOSED DRIVEWAYS (Dashed line)
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- PROPOSED CURBS & GUTTERS (Dashed line)
- EXISTING CURBS & GUTTERS (Dashed line)
- PROPOSED SIGNAGE (Dashed line)
- EXISTING SIGNAGE (Dashed line)

**EASEMENT INFORMATION**  
 ALL EASEMENTS SHOWN ON THIS MAP ARE SUBJECT TO THE RECORDS OF THE COUNTY OF IMPERIAL, CALIFORNIA, PUBLIC RECORDS, BOOK 15, PAGE 41, AS AMENDED. THE EASEMENTS SHOWN ON THIS MAP ARE SUBJECT TO THE RECORDS OF THE COUNTY OF IMPERIAL, CALIFORNIA, PUBLIC RECORDS, BOOK 15, PAGE 41, AS AMENDED.

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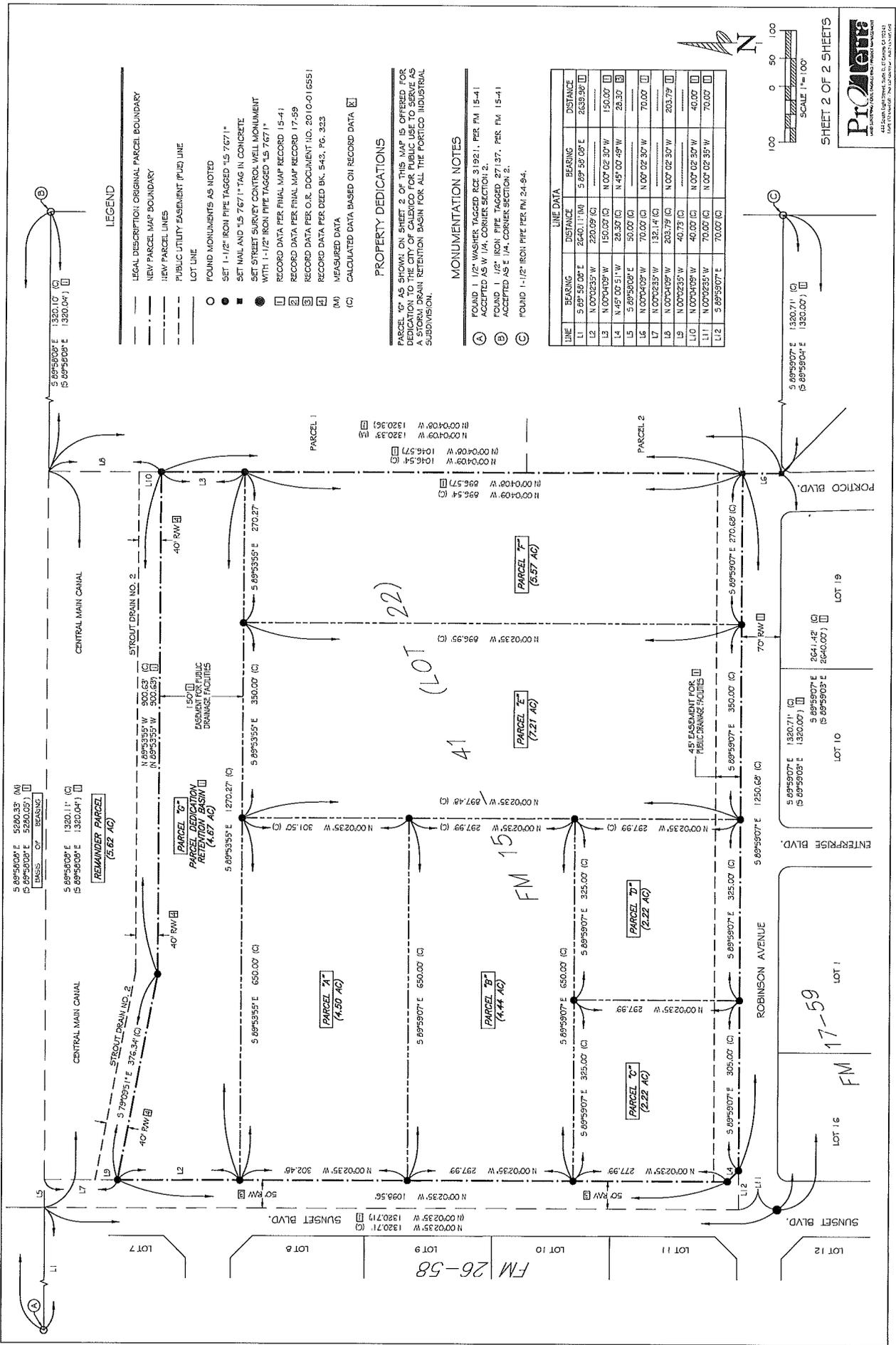
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# ATTACHMENT NO. 3





**LEGEND**

- LEGAL DESCRIPTION: ORIGINAL PARCEL BOUNDARY
- NEW PARCEL MAP BOUNDARY
- NEW PARCEL LINES
- PUBLIC UTILITY EASEMENT (PUB) LINE
- LOT LINE
- FOUND MONUMENTS AS NOTED
- SET 1-1/2" IRON PIPE TAGGED "LS 7671"
- SET NAIL AND "LS 7671" TAG IN CONCRETE
- SET STREET SURVEY CONTROL WELL MONUMENT WITH 1-1/2" IRON PIPE TAGGED "LS 7671"
- RECORD DATA PER FINAL MAP RECORD 15-41
- RECORD DATA PER FINAL MAP RECORD 17-59
- RECORD DATA PER O.E. DOCUMENT NO. 2010-O1 6551
- RECORD DATA PER DEED BK. 543, PG. 323
- MEASURED DATA
- CALCULATED DATA BASED ON RECORD DATA

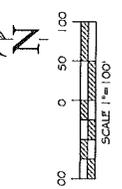
**PROPERTY DEDICATIONS**

PARCEL 10 AS SHOWN ON SHEET 2 OF THIS MAP IS OFFERED FOR DEDICATION TO THE CITY OF CALEXICO FOR PUBLIC USE TO SERVE AS A STORM DRAIN RETENTION BASIN FOR ALL THE PORTICO INDUSTRIAL SUBDIVISION.

**MONUMENTATION NOTES**

- FOUND 1 1/2" IRON PIPE TAGGED REC 31921, PER PM 15-41
- ACCEPTED "LS" W/ "LS" CORNER SECTION E
- FOUND 1 1/2" IRON PIPE TAGGED 27137, PER PM 15-41
- ACCEPTED "LS" W/ "LS" CORNER SECTION E
- FOUND 1-1/2" IRON PIPE PER PM 24-94.

LINE	BEARING	DISTANCE	BEARING	DISTANCE
L1	S 89°59'07" E	2640.11 (M)	S 89°58'08" E	2639.90 (I)
L2	N 00°02'35" W	220.09 (C)	N 00°02'35" W	220.09 (C)
L3	N 00°04'09" W	150.00 (C)	N 00°02'30" W	150.00 (I)
L4	N 45°00'51" W	28.30 (C)	N 45°00'49" W	28.30 (I)
L5	S 89°59'07" E	30.00 (C)	N 00°02'30" W	70.00 (I)
L6	N 00°04'09" W	70.00 (C)	N 00°02'30" W	70.00 (I)
L7	N 00°02'35" W	132.14 (C)	N 00°02'30" W	203.79 (I)
L8	N 00°04'09" W	203.79 (C)	N 00°02'30" W	203.79 (I)
L9	N 00°02'35" W	40.00 (C)	N 00°02'30" W	40.00 (I)
L10	N 00°04'09" W	70.00 (C)	N 00°02'35" W	70.00 (I)
L11	N 00°02'35" W	70.00 (C)	N 00°02'35" W	70.00 (I)
L12	S 89°59'07" E	70.00 (C)	N 00°02'35" W	70.00 (I)



SHEET 2 OF 2 SHEETS



August 29, 2018

Mr. Jose Carlos Romero  
ProTerra  
444 South Eight Street, Suite D  
El Centro, CA. 92243

RE: **City of Calexico – Sunset Subdivision - Second Plan Check Review.**  
**DCE Project No. 242018\_05**

Mr. Romero,

Thank you for your submittal of the above mentioned project. Dynamic Consulting Engineers, Inc. (DCE) has completed the 2<sup>nd</sup> Survey Plan Check for the Sunset Subdivision.

The Sunset Subdivision has been satisfactorily revised. We recommend approval for the recordation of this Final Map. Please ensure that the sheet sizes are exactly 18" x 26" with an entirely blank margin for one inch per B&P 8763

The final Mylar for this Final Map will need to be submitted for signature.

If you have any questions, please do not hesitate to call my office at (760) 545 0162.

Respectfully,

By:



David Beltran, P.L.S.

CC: David Dale, PE, PLS, City Manager  
Omar Negrete, Technician Engineer

# ATTACHMENT NO. 4

**CLTA SUBDIVISION**

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee Number:

**7101812141**

**CHICAGO TITLE INSURANCE COMPANY**  
a corporation, herein called the Company

**GUARANTEES**

Subdivision	Fee	Title Officer
Auyon	\$500.00	Stacey Benner

The County of Imperial and any City within which said subdivision is located in a sum not exceeding One-Thousand and No/100 (\$1,000.00).

That, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the above referenced subdivision, the only parties having any record title interest in said land whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

Irma T. Auyon, Trustee U/D/T dated March 12, 2002 - Owner

Poirez Properties, Inc., a California corporation - Beneficiary

The map hereinbefore referred to is a subdivision of:

**For APN/Parcel ID(s): 059-330-001-000**

Lot 22, Portico Industrial Park Subdivision Unit No. 1, in the City of Calexico, County of Imperial, State of California, according to map on file in book 15, page 41 of Final Maps in the office of the County Recorder of Imperial County.

Dated: August 21, 2018 at 12:00 AM

Chicago Title Company  
1425 Main Street  
El Centro, CA 92244

Countersigned By:

Authorized Officer or Agent

Stacey Benner, Title Officer



Chicago Title Insurance Company

By:

President

Attest:

Secretary



**PRELIMINARY REPORT**

Order No.: 7101702328-SB  
Property: 301 Robinson Avenue  
Calexico, CA 92231

In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Nebraska corporation.

**Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.**

**Chicago Title Insurance Company**

Countersigned By:

Authorized Officer or Agent



By:

President

Attest:

Secretary

Visit Us on our Website: [www.ctic.com](http://www.ctic.com)



**ISSUING OFFICE:** 1425 Main Street, El Centro, CA 92244

**FOR SETTLEMENT INQUIRIES, CONTACT:**

Chicago Title Company  
1425 W. Main Street • El Centro, CA 92243  
(760)335-3130 • FAX (619)766-9192

**PRELIMINARY REPORT**

**Title Officer:** Stacey Benner  
**Email:** [stacey.benner@ctt.com](mailto:stacey.benner@ctt.com)  
**Phone No.:** (760)335-3125  
**Fax No.:** (760)353-1307  
**Title No.:** 7101702328-SB

**Escrow Officer:** Heather Skains  
**Email:** [heather.skains@ctt.com](mailto:heather.skains@ctt.com)  
**Phone No.:** (760)335-3130  
**Fax No.:** (760)352-9410  
**Escrow No.:** 7101702328-HS

**PROPERTY ADDRESS(ES):** 301 Robinson Avenue, Calexico, CA

**EFFECTIVE DATE:** February 17, 2017 at 12:00 AM

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

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

1. The estate or interest in the Land hereinafter described or referred to covered by this Report is:

Fee

2. Title to said estate or interest at the date hereof is vested in:

Irma T. Auyon, Trustee U/D/T dated March 12, 2002

3. The Land referred to in this Report is described as follows:

**For APN/Parcel ID(s): 059-330-001-000**

Lot 22, Portico Industrial Park Subdivision Unit No. 1, in the City of El Centro, County of Imperial, State of California, according to map on file in book 15, page 41 of Final Maps in the office of the County Recorder of Imperial County.

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

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2017-2018.

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 002-015  
Tax Identification No.: 059-330-001-000  
Fiscal Year: 2016-2017  
1st Installment: \$5,409.83 Paid  
2nd Installment: \$5,409.83 Not Paid  
Land: \$954,000.00  
Improvements: \$25,000.00

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

4. A Notice of Special Tax Lien by the Calexico Unified School District recorded May 28, 1991 as Document No. 91-09491 in book 1673, page 1220 of Official Records.

Said lien is currently being collected through the Imperial County Tax Collector with the property taxes.

5. Water rights, claims or title to water, whether or not disclosed by the public records.

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

Granted to: Imperial Irrigation District  
Purpose: Canal  
Recording Date: February 21, 1940  
Recording No.: in book 543, page 323 of Official Records  
Affects: 80 feet wide, South of and adjacent to the right of way for Central Main Canal across the North side of the West half of the Southeast quarter of Section 2.

7. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: May 24, 1991  
Recording No.: 91009442 in book 1673, page 1099 of Official Records

Said instrument provides or establishes: Annual and Special Assessments

Reference is made to said document for full particulars.

**EXCEPTIONS**  
(continued)

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Map of: Portico Industrial Park Subdivision Unit No. 1  
 Purpose: Public Drainage Facilities, Strout Drain and Central Main Canal  
 Affects: As shown on said map.

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

Recording Date: December 29, 1993  
 Recording No.: 93031595 in book 1755, page 1612 of Official Records  
 Redevelopment Agency: The Merged Central Business District and Residential Redevelopment Project

10. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$1,600,000.00  
 Dated: April 1, 2005  
 Trustor/Grantor: Irma T. Auyon, Trustee U/D/T dated March 12, 2002  
 Trustee: Chicago Title Co., a California corporation  
 Beneficiary: Calexico Developers  
 Recording Date: April 6, 2005  
 Recording No.: 05-13129 of Official Records

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Poirez Properties, Inc., a California corporation  
 Recording Date: September 9, 2016  
 Recording No.: 2016018426 of Official Records

This Company will require that the original note, the original deed of trust and a properly executed request for full reconveyance together with appropriate documentation (i.e., copy of trust, partnership agreement or corporate resolution) be in this office prior to the close of this transaction if the above-mentioned item is to be paid through this transaction or deleted from a policy of title insurance.

Any demands submitted to us for payoff must be signed by all beneficiaries as shown on said deed of trust, and/or any assignments thereto. In the event said demand is submitted by an agent of the beneficiary(s), we will require the written approval of the demand by the beneficiary(s). Servicing agreements do not constitute approval for the purposes of this requirement.

If no amounts remain due under the obligation a zero balance demand will be required along with the reconveyance documents.

In addition, we require the written approval of said demand by the trustor(s) on said deed of trust or the current owners if applicable.

**EXCEPTIONS**  
(continued)

11. A pending court action as disclosed by a recorded notice:

Plaintiff: Brighton Homes, LLC, a California limited liability company  
Defendant: Irma T. Auyon  
County: Imperial  
Court: Superior  
Case No.: (Not Set Out)  
Nature of Action: Brighton Homes has sued the defendants for specific performance of a contract to sell the Property and to quiet title to the Property in its name.  
Recording Date: October 24, 2006  
Recording No.: 2006-050247 of Official Records

12. Matters contained in that certain document

Entitled: Public Utility Easement Agreement (Roadway and Utility)  
EDA Grant Project/Cole Road  
Dated: June 1, 2010  
Executed by: The City of Calexico and Irma T. Auyon, Trustee U/D/T dated March 12, 2002  
Recording Date: June 18, 2010  
Recording No.: 2010-015112 of Official Records and as amended by  
Document No. 2010-016551 of Official Records

Reference is hereby made to said documents for full particulars.

13. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a Trust Certification pursuant to California Probate Code Section 18100.5.

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

**END OF EXCEPTIONS**

**NOTES**

- Note 1.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 2.** If this company is requested to disburse funds in connection with this transaction, Chapter 598, Statutes of 1989 mandates hold periods for checks deposited to escrow or sub-escrow accounts. The mandatory hold period for cashier's checks, certified checks and teller's checks is one business day after the day deposited. Other checks require a hold period of from two to five business days after the day deposited. In the event that the parties to the contemplated transaction wish to record prior to the time that the funds are available for disbursement (and subject to Company approval), the Company will require the prior written consent of the parties. Upon request, a form acceptable to the company authorizing said early recording may be provided to Escrow for execution.
- Note 3.** 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 requirements cannot be met, please call the company at the number provided in this report.
- Note 4.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 5.** This Company will require a full copy of the trust agreement and any amendments thereto.

**NOTES**  
(continued)

**Note 6.** The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Trinity Property Company, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

**END OF NOTES**

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 059-330-001-000**

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Lot 22, Portico Industrial Park Subdivision Unit No. 1, in the City of El Centro, County of Imperial, State of California, according to map on file in book 15, page 41 of Final Maps in the office of the County Recorder of Imperial County.

**FIDELITY NATIONAL FINANCIAL, INC.**  
**PRIVACY NOTICE**  
**Effective: April 1, 2016**

**Order No.:** 7101702328-HS

At Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our" or "we"), we value the privacy of our customers. This Privacy Notice explains how we collect, use, and protect your information and explains the choices you have regarding that information. A summary of our privacy practices is below. We also encourage you to read the complete Privacy Notice following the summary.

<p><b><u>Types of Information Collected.</u></b> You may provide us with certain personal information, like your contact information, social security number (SSN), driver's license, other government ID numbers, and/or financial information. We may also receive information from your Internet browser, computer and/or mobile device.</p>	<p><b><u>How Information is Collected.</u></b> We may collect personal information directly from you from applications, forms, or communications we receive from you, or from other sources on your behalf, in connection with our provision of products or services to you. We may also collect browsing information from your Internet browser, computer, mobile device or similar equipment. This browsing information is generic and reveals nothing personal about the user.</p>
<p><b><u>Use of Your Information.</u></b> We may use your information to provide products and services to you (or someone on your behalf), to improve our products and services, and to communicate with you about our products and services. We do not give or sell your personal information to parties outside of FNF for their use to market their products or services to you.</p>	<p><b><u>Security Of Your Information.</u></b> We utilize a combination of security technologies, procedures and safeguards to help protect your information from unauthorized access, use and/or disclosure. We communicate to our employees about the need to protect personal information.</p>
<p><b><u>Choices With Your Information.</u></b> Your decision to submit personal information is entirely up to you. You can opt-out of certain disclosures or use of your information or choose to not provide any personal information to us.</p>	<p><b><u>When We Share Information.</u></b> We may disclose your information to third parties providing you products and services on our behalf, law enforcement agencies or governmental authorities, as required by law, and to parties with whom you authorize us to share your information.</p>
<p><b><u>Information From Children.</u></b> We do not knowingly collect information from children under the age of thirteen (13), and our websites are not intended to attract children.</p>	<p><b><u>Privacy Outside the Website.</u></b> We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>
<p><b><u>Access and Correction.</u></b> If you desire to see the information collected about you and/or correct any inaccuracies, please contact us in the manner specified in this Privacy Notice.</p>	<p><b><u>Do Not Track Disclosures.</u></b> We do not recognize "do not track" requests from Internet browsers and similar devices.</p>
<p><b><u>The California Online Privacy Protection Act.</u></b> Certain FNF websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	<p><b><u>International Use.</u></b> By providing us with your information, you consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><b><u>Your Consent To This Privacy Notice.</u></b> By submitting information to us and using our websites, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><b><u>Contact FNF.</u></b> If you have questions or wish to contact us regarding this Privacy Notice, please use the contact information provided at the end of this Privacy Notice.</p>

## FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

FNF respects and is committed to protecting your privacy. We pledge to take reasonable steps to protect your Personal Information (as defined herein) and to ensure your information is used in compliance with this Privacy Notice.

This Privacy Notice is only in effect for information collected and/or owned by or on behalf of FNF, including collection through any FNF website or online services offered by FNF (collectively, the "Website"), as well as any information collected offline (e.g., paper documents). The provision of this Privacy Notice to you does not create any express or implied relationship, nor create any express or implied duty or other obligation, between FNF and you.

### Types of Information Collected

We may collect two (2) types of information: Personal Information and Browsing Information.

Personal Information. The types of personal information FNF collects may include, but are not limited to:

- contact information (e.g., name, address, phone number, email address);
- social security number (SSN), driver's license, and other government ID numbers; and
- financial account or loan information.

Browsing Information. The types of browsing information FNF collects may include, but are not limited to:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language;
- browser type;
- domain name system requests;
- browsing history;
- number of clicks;
- hypertext transfer protocol headers; and
- application client and server banners.

### How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative, whether electronic or paper;
- communications to us from you or others;
- information about your transactions with, or services performed by, us, our affiliates or others; and
- information from consumer or other reporting agencies and public records that we either obtain directly from those entities, or from our affiliates or others.

We may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log, collect and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user.
- Cookies. From time to time, FNF may send a "cookie" to your computer when you visit the Website. 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. When you visit the Website again, the cookie allows the Website to recognize your computer, with the goal of providing an optimized user experience. Cookies may store user preferences and other information. You can choose not to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, then some functions of the Website may not work as intended.

### Use of Collected Information

Information collected by FNF is used for three (3) main purposes:

- To provide products and services to you, or to one or more third party service providers who are performing services on your behalf or in connection with a transaction involving you;
- To improve our products and services; and
- To communicate with you and to inform you about FNF's products and services.

### When We Share Information

We may share your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information with certain individuals and companies, as permitted by law, without first obtaining your authorization. Such disclosures may include, without limitation, the following:

- to agents, representatives, or others to provide you with services or products you have requested, and to enable us to detect or prevent criminal activity, fraud, or material misrepresentation or nondisclosure;
- to third-party contractors or service providers who provide services or perform other functions on our behalf;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- to other parties authorized to receive the information in connection with services provided to you or a transaction involving you.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We make efforts to ensure third party contractors and service providers who provide services or perform functions on our behalf protect your information. We limit use of your information to the purposes for which the information was provided. We do not give or sell your information to third parties for their own direct marketing use.

We reserve the right to transfer your Personal Information, Browsing Information, as well as 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 our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of this information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by any third party or for any actions of any third party that receives any of the information that is disclosed to us.

#### **Choices With Your Information**

Whether you submit your information to FNF is entirely up to you. If you decide not to submit your information, FNF may not be able to provide certain products or services to you. You may choose to prevent FNF from using your information under certain circumstances ("opt out"). You may opt out of receiving communications from us about our products and/or services.

#### **Security And Retention Of Information**

FNF is committed to protecting the information you share with us and utilizes a combination of security technologies, procedures and safeguards to help protect it from unauthorized access, use and/or disclosure. FNF trains its employees on privacy practices and on FNF's privacy and information security policies. FNF works hard to retain information related to you only as long as reasonably necessary for business and/or legal purposes.

#### **Information From Children**

The Website is meant for adults. The Website is not intended or designed to attract children under the age of thirteen (13). 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.

#### **Access and Correction**

To access your Personal Information in the possession of FNF and correct inaccuracies, please contact us by email at [privacy@fnf.com](mailto:privacy@fnf.com) or by mail at:

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

#### **Your Consent To This Privacy Notice**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of information by FNF in compliance with this Privacy Notice. We reserve the right to make changes to this Privacy Notice. If we change this Privacy Notice, we will post the revised version on the Website.

#### **Privacy Outside the Website**

The Website may contain links to other websites, including links to websites of third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

#### **International Users**

Because FNF's headquarters is located in the United States, we may transfer your Personal Information and/or Browsing Information to the United States. By using our website and providing us with your Personal Information and/or Browsing Information, you understand and consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

#### **Do Not Track Disclosures**

Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

#### **The California Online Privacy Protection Act**

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer, including:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- security questions and answers; and
- IP address.

The information you submit is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Information, and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, contact your mortgage loan servicer.

#### **Contact FNF**

Please send questions and/or comments related to this Privacy Notice by email at [privacy@fnf.com](mailto:privacy@fnf.com) or by mail at:

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

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EFFECTIVE AS OF APRIL 1, 2016

## ATTACHMENT ONE

### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

#### EXCLUSIONS FROM COVERAGE

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

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

#### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

**ATTACHMENT ONE  
(CONTINUED)**

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

**EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

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

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

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

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

**ATTACHMENT ONE  
(CONTINUED)**

**2006 ALTA LOAN POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

**[PART I**

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. 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 and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

**PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

**ATTACHMENT ONE  
(CONTINUED)**

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

**EXCLUSIONS FROM COVERAGE**

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

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

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

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

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. 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 and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)**

**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

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

### FNF Underwritten Title Companies

CTC - Chicago Title Company

### Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company

### Available Discounts

#### **CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)**

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 to 36 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

#### **FEE REDUCTION SETTLEMENT PROGRAM (CTC, CTIC)**

Eligible customers shall receive a \$20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in *The People of the State of California et al. v. Fidelity National Title Insurance Company et al.*, Sacramento Superior Court Case No. 99AS02793, and related cases.

#### **DISASTER LOANS (CTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 32% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

# ATTACHMENT NO. 5

**IMPERIAL COUNTY TREASURER-TAX COLLECTOR  
 940 WEST MAIN STREET- SUITE 106  
 EL CENTRO, CA 92243  
 (760) 482 - 4301**

**TAX CERTIFICATE - ESTIMATED TAX DUE**

The following information has been provided to assist in obtaining a TAX CERTIFICATE as required by Government Code Section 66492-66494.1. The total amount of tax due and any estimated tax due must be paid to the Imperial County Tax Collector before a Tax Certificate will be issued. The total estimated tax amount due was calculated using the most current information available to the Tax Collector. Roll corrections or Supplemental bills issued to this assessment number after the date of this estimate will result in a change to the total estimated tax amount due.

Date: Aug 14, 2018 \_\_\_\_\_

Assessment Number: 059-330-001-000 \_\_\_\_\_

Map Number: \_\_\_\_\_

Property Description: LOT 22 PORTICO INDUSTRIAL PARK SUB UNIT NO 1 CITY OF CALEXICO \_\_\_\_\_

Property Owner: AUYON IRMA T TRUSTEE \_\_\_\_\_

**TAX COMPUTATION:**

- No taxes due or payable at this time.
- Prior Year Delinquent taxes due .
- Current Secured Tax due.
- Current Supplemental Tax due.
- Estimated Secured Tax due for the fiscal year 2018-2019
- Estimated Supplemental Tax due for the fiscal year \_\_\_\_\_

	\$12,300.00
<b>TOTAL ESTIMATED TAX DUE:</b>	\$12,300.00

**TOTAL ESTIMATED TAX DUE:**  
 (\*Payable in certified funds at time of map recording)

\*Notes: \_\_\_\_\_

Deposit Permit # \_\_\_\_\_ Date: \_\_\_\_\_ Fund # \_\_\_\_\_

**(Tax Certificate Trust)**

Prepared by *James*, Deputy.