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ENTERED
Office of Proceedings
February 28, 2019
Part of
Public Record

February 28, 2019

Ms. Cynthia Brown
Chief, Section of Administration
Surface Transportation Board
395 E Street, SW
Washington, DC 20024

**RE: Union Pacific Railroad Company
Abandonment of St Charles, IL Lead
STB Docket No. AB-33 (Sub-No. 284X)
Petition for Interim Trail Use**

 GRANTED Office of Proceedings	DECISION ID NO. 46895
	DECIDED DATE: 3/15/2019
	SERVED DATE: 3/18/2019
	APPROVED: <i>ai c Dr</i> Acting Director
☒ Extended to 8/19/2019. Additional extension requests must include detailed information as described in 9/28/2018 decision.	

Dear Chief Brown:

On July 9th, 2010, the City of St Charles, IL, the County of Kane, Forest Preserve District of Kane County, and the St Charles Park District jointly filed a request for Public Use Condition and a request for Interim Trail Use Condition (NITU) for approximately 3.17 miles of railroad between milepost 35.13 and milepost 38.3 near St Charles, IL. By order dated September 21, 2011, the Board granted the request to implement interim trail use negotiations as specifically set forth in the order, for a period of 180 days commencing from September 21, 2011, and ending on March 21, 2012. This request has been extended and updated from time to time since 2012.

The City of St Charles, IL wishes to continue to work with local partner jurisdictions to compile specific information in efforts to satisfy our negotiating needs, and has been in direct contact with Union Pacific; however, we do not believe that the parties will be able to finalize negotiations by the end date of the order. Therefore, the City respectfully requests the Board to grant a 180 day extension until August 19, 2019, or such time so indicated by the Board.

Per the STB decision of September 27, 2018 and in light of NARPO's concerns, the STB has requested the City of St. Charles provide more information on our submittal. More specifically, (1) the progress of our negotiations with UP since the last extension was granted, (2) the specific actions still needed to be taken before an agreement can be

FILING FEE WAIVED

RAYMOND P. ROGINA Mayor
MARK KOENEN, P.E. City Administrator

TWO EAST MAIN STREET

ST. CHARLES, IL 60174

PHONE: 630-377-4400

FAX: 630-377-4440

www.stcharlesil.gov

reached (including when those actions are expected to be completed), and (3) when (assuming the parties' further negotiations are successful) they expect an agreement with UP to be finalized. The City of St. Charles, Park District and Forest Preserve thank you for allowing us to provide this information by February 28, 2019.

To answer the questions noted above, please find attached the following information:

- Union Pacific Railroad letter dated February 19, 2019 representing that the Union Pacific continues to be a willing participant in negotiations.
- Kane County Forest Preserve District letter and associated documents dated February 27, 2019
- St. Charles Park District letter and associated documents dated February 27, 2019.

Enclosed please find the original and ten (10) copies of this letter. Also, it is my understanding that the filing fee of \$450.00 is waived for Government Agencies requesting extension of NITU negotiations as to STB Docket No. AB-33 (Sub-No. 284X) Union Pacific Railroad Company. Please time and date stamp a copy of this letter and return it with the self-addressed stamped envelope.

We are also sending a copy to Union Pacific Railroad Company, by US Mail, postage prepaid, first class, on this 28th day of February, 2019.

Thank you for your consideration of this request, and please contact me should you have and questions or concerns.

Very Truly Yours,



Peter Suhr
Director of Public Works, City of St Charles, IL

CC: Mack Shumate, General Attorney
Union Pacific Railroad
101 North Wacker Drive, Suite 1920
Chicago, IL 60606

Holly Cabel, Director- St Charles Park District
Monica Meyers, Director- Kane County Forest Preserve
Carl Schoedel, Director- Kane County Division of Transportation

Dan Parker, Union Pacific Railroad
1400 Douglas Street, Stop 1690
Omaha, NE 68179



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February 19, 2019

VIA E-FILING

The Honorable Cynthia T. Brown
Chief, Section of Administration
Surface Transportation Board
395 E. Street, S.W., Room #100
Washington, DC 20423-0001

RE: Union Pacific--Abandonment Exemption--In Kane County, Illinois, AB 33 (Sub-No. 284X)

Dear Ms. Brown:

Union Pacific has received a request from the City of St Charles, Illinois (the "City") to extend an Interim Trail Use Condition in the above-reference matter. Union Pacific is willing to continue negotiating with the City concerning the acquisition of the subject property for trial use and supports the City's request for an additional 180-day extension.

Sincerely,


Jeremy Berman

cc: Kristi Dobbs, Administrative Coordinator (kdobbs@stcharlesil.gov)
Richard Welsh, National Association of Reversionary Property Owners (dick156@earthlink.net)



1996 South Kirk Road, Suite 320, Geneva, Illinois 60134

Michael J. Kenyon, President
Monica A. Meyers, Executive Director

(630) 232-5980
Fax: (630) 232-5924
www.kaneforest.com

February 27, 2019

Peter Suhr
Director of Public Works
City of St. Charles
2 E. Main Street
St. Charles, IL 60174-1984

re: Great Western Trail Extension at Leroy Oakes Forest Preserve

Dear Mr. Suhr:

Per your request, the following is an update regarding the active Great Western Trail Extension Project at the Leroy Oakes Forest Preserve.

To date, the District has acquired an Illinois Department of Transportation (IDOT) CMAQ grant for the purposes of assisting in the costs to acquire the necessary 8 acres of land currently owned by Union Pacific Railroad between the Leroy Oakes Forest Preserve to Randall Road as well as phase II (final design/land acquisition/bid documents), phase III (construction oversight) and construction. As required by the grant, the District has budgeted the necessary funding for its grant match.

Additionally, the District has completed Phase I engineering and has secured the contract for Phase II engineering services which is currently under review with IDOT. The District is anticipating communication any day from IDOT regarding permission to move forward into Phase II.

Phase II engineering is scheduled to be completed in 2019 with construction anticipated in 2020.

Attached is a schematic of the plan for your information. Please do not hesitate to contact me should you have any questions or need further information at 630-232-5981 or meyersmonica@kaneforest.com.

Sincerely,

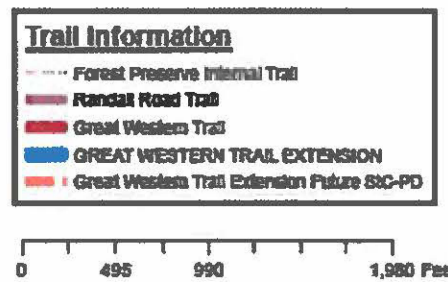
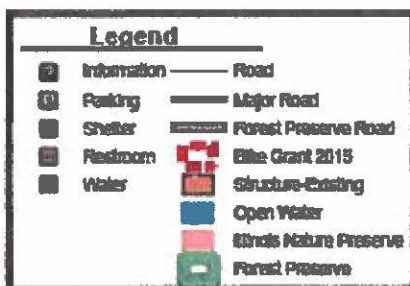
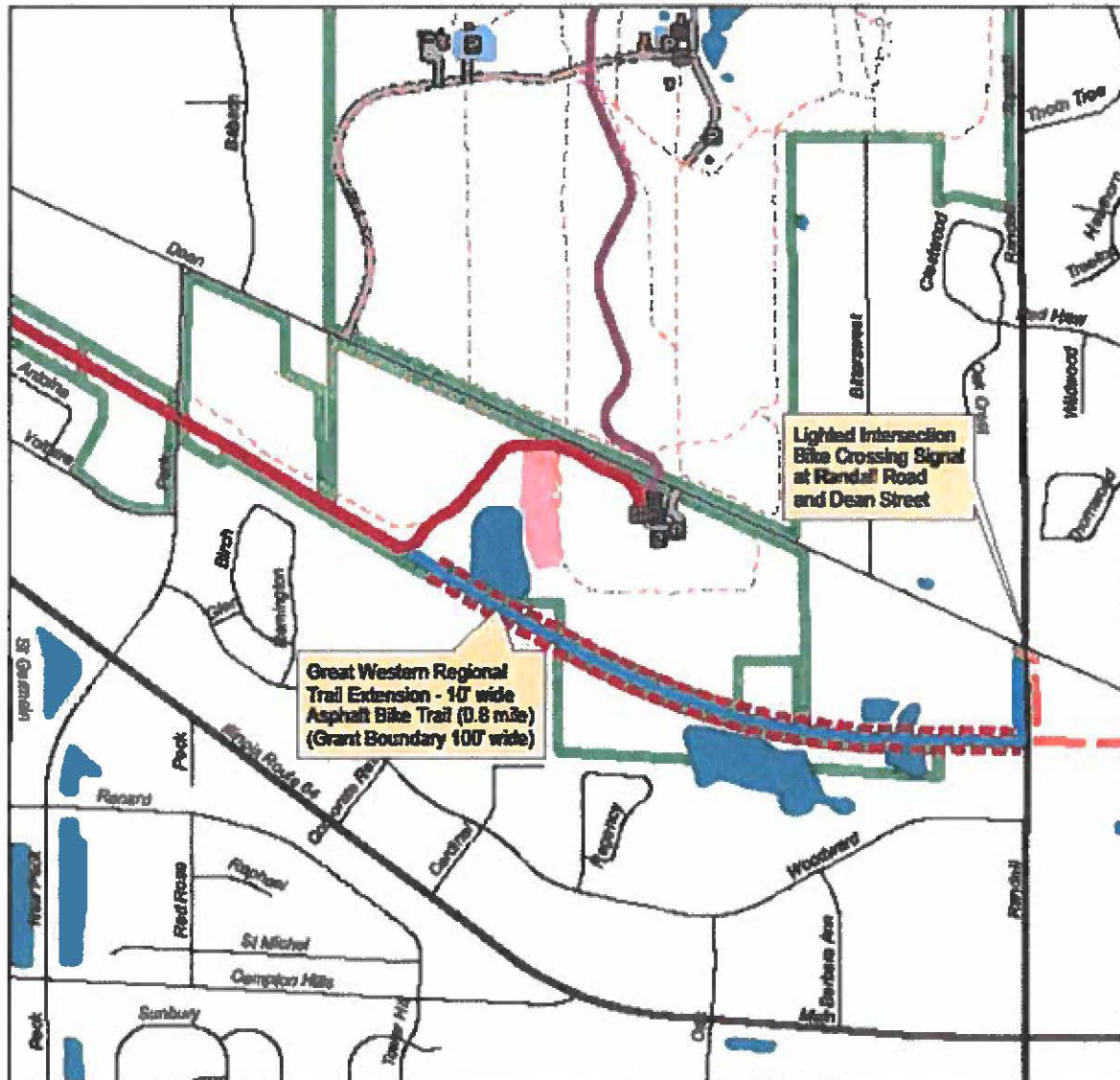
A handwritten signature in blue ink that reads "Monica A. Meyers".

Monica A. Meyers
Executive Director

Project #30406



2017 Grant - Site Development Plan Great Western Regional Trail Extension Acquisition





ST. CHARLES PARK DISTRICT

101 South Second Street • St. Charles, IL 60174 • Ph: 630-584-1055 • Fax: 630-584-1396 • stcparks.org

February 27, 2019

Mr. Peter Suhr
Public Works Director
City of St. Charles
2 E. Main Street
St. Charles, IL 60175

Dear Mr. Suhr,

I wanted to provide you a brief update on where our agency is at in our initiative to acquire the parcels of the Union Pacific Railroad (UPRR) property for the purpose of developing a bike path, trail linkages and pedestrian plazas. In the summer of 2018, the St. Charles Park District applied for a Land and Water Conservation Fund (LWCF) grant to fund the acquisition of the UPRR parcels between Randall Road and the Fox River. We were notified in January 2019 that we have been awarded the grant for \$473,600 for UPRR land acquisition. We are currently having the property appraised and expect to engage in Phase I engineering by fall of 2019.

This segment is connected to the parcels that our intergovernmental partner, the Forest Preserve District of Kane County, received a grant through CMAP and they are currently negotiating with UPRR. Successful acquisition of these parcels creates linkages to established regional trails as well as pedestrian access to downtown St. Charles.

I have attached an exhibit that outlines the current scope of our project as well as the Title Commitment for the same parcels. We look forward to bringing this amenity to St. Charles and working with our community partners to make it a reality. If you have any questions, please let me know.

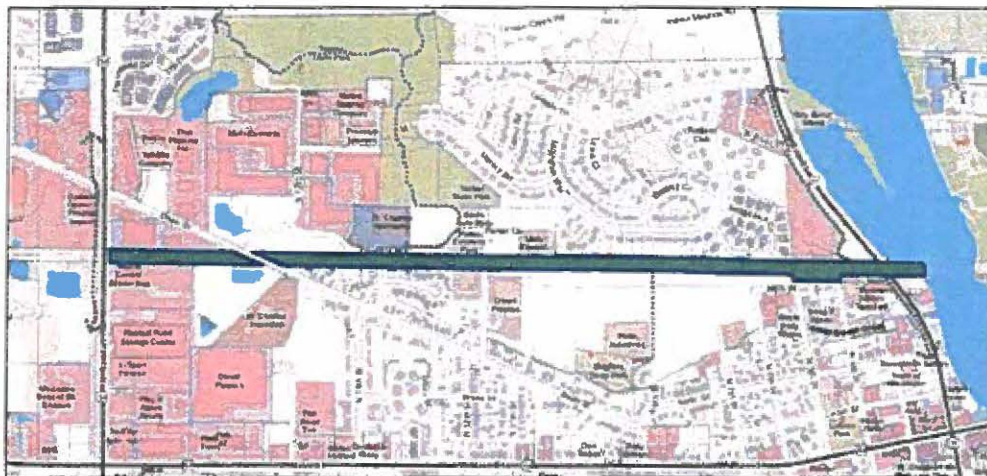
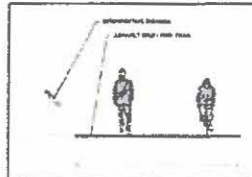
Laura M. Rudow

Laura Rudow
Superintendent of Parks and Planning
St. Charles Park District
lrudow@stcparks.org

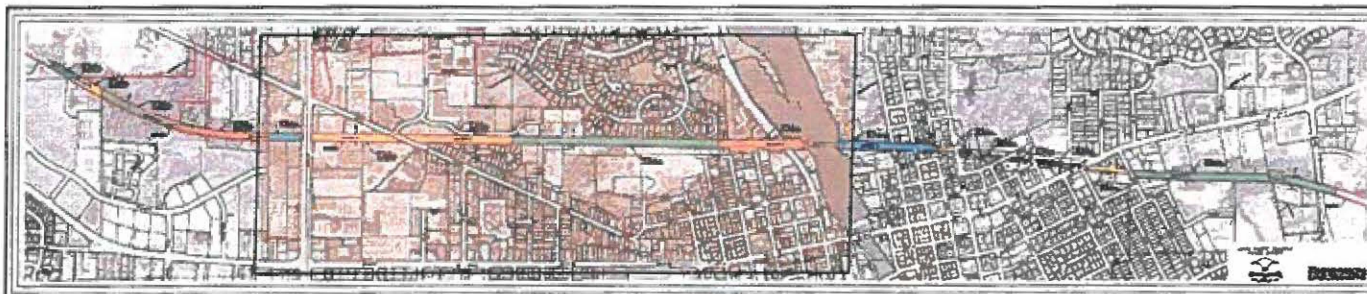
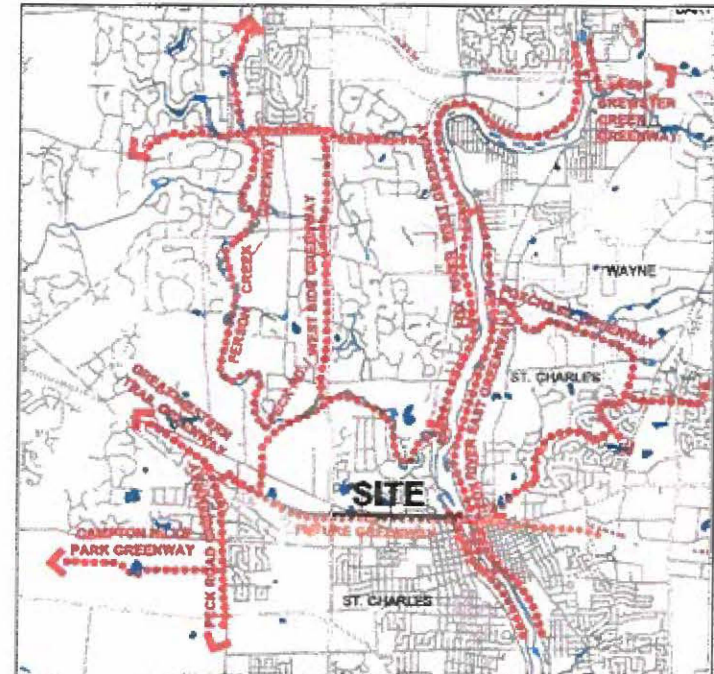


UNION PACIFIC RAILROAD PARCEL

Randall Road to the Fox River



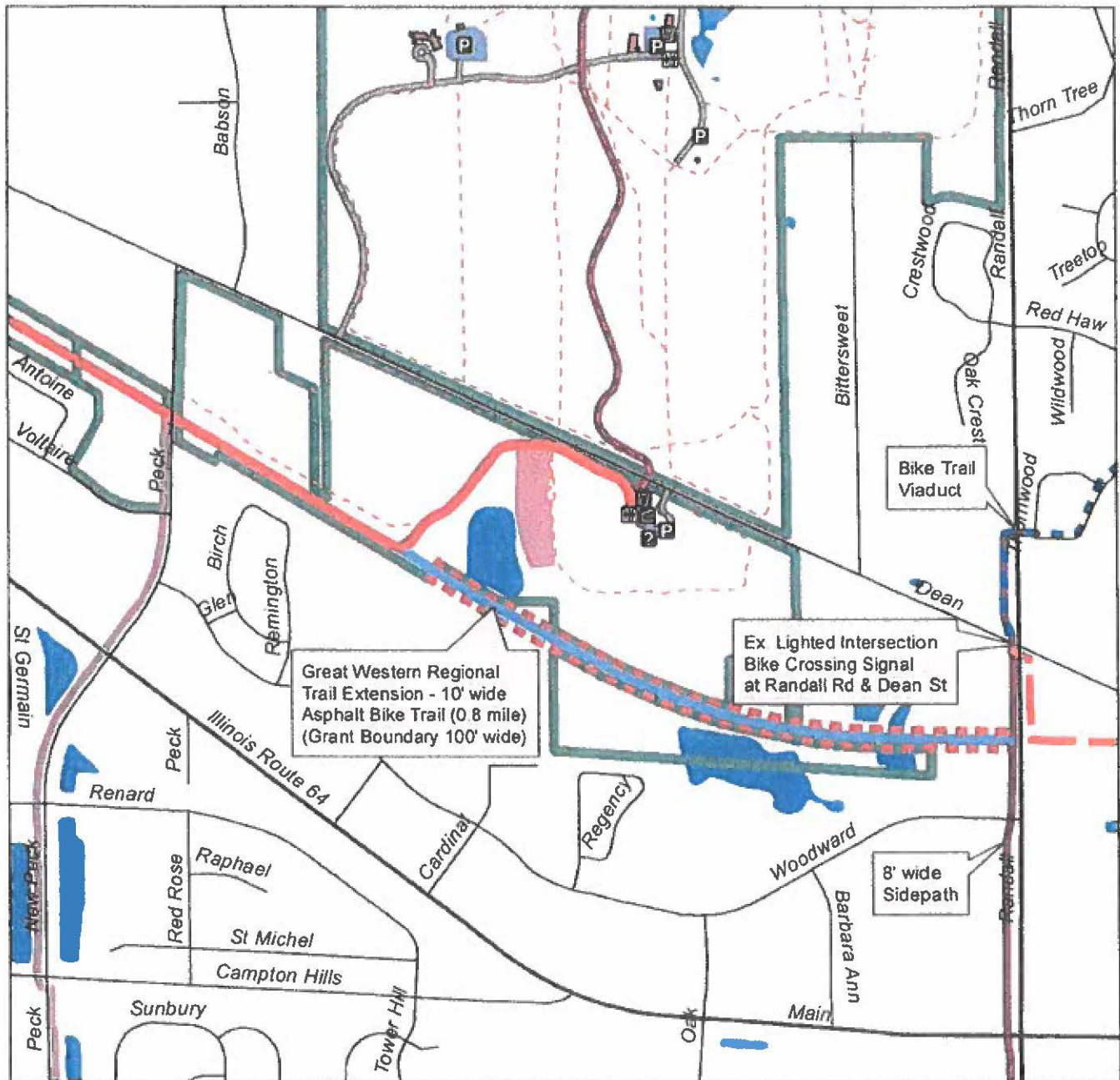
Phase 1 Project Limits





2017 Grant - Site Development Plan

Great Western Regional Trail Extension-Acquisition



0 500 1,000 2,000 Feet

Legend

- | | | | |
|--|-------------|--|--------------------------|
| | Information | | Road |
| | Parking | | Major Road |
| | Shelter | | Forest Preserve Road |
| | Restroom | | Grant Boundary |
| | Water | | Forest Preserve |
| | | | Structure-Existing |
| | | | Illinois Nature Preserve |
| | | | Open Water |

Trail Information

- | | |
|--|---|
| | Forest Preserve Internal Trail |
| | Great Western Trail |
| | GREAT WESTERN TRAIL EXTENSION |
| | LeRoy Oakes to Wildrose Trail (On street) |
| | Great Western Trail Extension Future SIC-PD |
| | Peck Road Trail / Mid County Trail |
| | Randall Road Trail |



2/24/17

ALTA COMMITMENT FOR TITLE INSURANCE



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

18003981GV

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

President

Attest:

Secretary



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ALTA Commitment for Title Insurance (08/01/2016)



Transaction Identification Data for reference only:

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC 1795 West State Street Geneva, IL 60134 Main Phone: (630)232-2750 Email: ctgeneva@ctt.com	Chicago Title and Trust Company 1795 West State Street Geneva, IL 60134 Main Phone: (630)232-2750 Main Fax: (630)232-2341

Issued By: Chicago Title Company, LLC
1795 West State Street
Geneva, IL 60134

Order Number: 18003981GV

Property Ref.: Union Pacific Rail Line, Saint Charles, IL 60175

SCHEDULE A

1. Commitment Date: February 21, 2018
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006
Proposed Insured: St Charles 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. Title to the estate or interest in the Land is at the Commitment Date vested in:
Union Pacific Railroad Company Successor to Chicago Northwestern Transportation Company

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ALTA Commitment for Title Insurance (08/01/2016)



SCHEDULE A
(continued)

5. The Land is described as follows:

PARCEL 1:

THE 100 FOOT RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD THROUGH THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL 2:

THE UNION PACIFIC RIGHT-OF-WAY LYING IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM ANY PART LYING IN THE PARCEL CONVEYED BY DEED DOCUMENT 1319694 BOOK 3022 PAGE 411 TO ARMCO STEEL CORPORATION AND ALSO EXCEPT THEREFROM ANY PART LYING IN THE PARCEL CONVEYED BY DEED DOCUMENT 208506 RECORDED MAY 26 1922 TO DOROTHY C. MAXWELL) IN KANE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE RIGHT-OF-WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY IN THE WEST FRACTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AS ESTABLISHED BY WARRANTY DEED RECORDED JUNE 4, 1886 AS DOCUMENT 7041 AND BY QUIT CLAIM DEED RECORDED OCTOBER 19, 1886 AS DOCUMENT 8812 AND BY WARRANTY DEED RECORDED MARCH 14, 1887 AS DOCUMENT 10725, (EXCEPT THAT PART CONVEYED TO BERNHARD W. KLEIN AND WIFE IRMA E. AND GUNTER L. STEVES AND WIFE GRETA S. BY QUIT CLAIM DEED RECORDED JULY 8, 1969 AS DOCUMENT 1144138 AND EXCEPT THAT PART CONVEYED TO SUE MCCABE BY DEED RECORDED AUGUST 16, 1974 AS DOCUMENT 1306643 AND EXCEPT THAT PART CONVEYED TO ARMCO STEEL CORPORATION BY QUIT CLAIM DEED RECORDED FEBRUARY 18, 1975 AS DOCUMENT 1319694) IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

END OF SCHEDULE A

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ALTA Commitment for Title Insurance (08/01/2016)



**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. 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.
7. 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.
8. **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.**

END OF SCHEDULE B, PART I

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ALTA Commitment for Title Insurance (08/01/2016)



**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 years 2017 and 2018.**

Taxes for the years 2017 and 2018 are not yet due or payable.

Note: No amount due for the year 2016; State Assessed Railroad

Tax Number: 09-28-502-005-0000 (Affects Parcel 1)

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

- B** 9. Taxes for the years 2017 and 2018.
- Taxes for the years 2017 and 2018 are not yet due or payable.
- Note: No amount due for the year 2016; State Assessed Railroad
- Tax Number: 09-28-502-004-0000 (Affects Parcel 2)
- C** 10. Taxes for the years 2017 and 2018.
- Taxes for the years 2017 and 2018 are not yet due or payable.
- Note: No amount due for the year 2016; State Assessed Railroad
- Tax Number: 09-27-502-009-0000 (Affects Parcel 3)
- D** 11. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:
- Name of Corporation: Union Pacific Railroad Company Successor to Chicago Northwestern Transportation Company
- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws
of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the
entity was created
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- E** 12. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- F** 13. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.

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ALTA Commitment for Title Insurance (08/01/2016)



SCHEDULE B, PART II
EXCEPTIONS
(continued)

- G 14. Information should be furnished establishing whether any written agreement has been entered into by and between any party and a broker for the purposes of buying, selling, leasing or otherwise conveying any interest in the Land described herein. If such an agreement has been entered into, satisfactory evidence should be furnished establishing that the compensation agreed upon in such agreement has been paid and the broker's lien, or right to a lien, for such amount has been extinguished. In the event said evidence is not furnished, our policy(ies), when issued, will be subject to the following exception:
- Any lien, or right to a lien, imposed by law under the provisions of the Commercial Real Estate Broker Lien Act for compensation agreed upon by a broker and the broker's client or customer under the terms of a written agreement entered into for the purposes of buying, selling, leasing, or otherwise conveying any interest in the Land described in Schedule A.
- H 15. 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.)
- P 16. Ordinance of the City of St. Charles, Kane and Dupage Counties, designating the Lexington Club Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act as recorded document 2013K002740, and related documents recorded as 2013K002741 and 2013K002742.
(Affects Parcel 2)
- I 17. We should be furnished survey that shows relation of land to adjoining ownerships and subdivisions
- J 18. Rights of the public, the state of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.
- K 19. Rights of way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- Q 20. Rights of adjoining and contiguous owners to have maintained the uninterrupted flow of the waters of any stream which may flow on or through the Land.
- L 21. Grant of easement recorded June 9 1977 document 1409482 to Northern Illinois Gas Company from Chicago Northwestern Transportation Company, affects part
affects parcels 1 and 2
- M 22. County of Kane resolution as to Randall road as freeway and access limited document 1298987 recorded May 22 1974
affects parcel 1
- N 23. Terms and provisions of the easement by Union Pacific Railroad Company to County of Kane document 2005k047759 recorded April 28 2005 for highway and related for widening Randall road
affects parcel 1

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

- O 24. Note - highway plat recorded by state of Illinois as to right of way locations document 2007K087997 recorded Aug 23 2007
(Affects parcels 1 and 2)
this note waived for policy
- R 25. Rights of the United States of America, the state of Illinois, the municipality and the public in and to that part of the land falling in the bed of the Fox River; also, rights of property owners in and to the free and unobstructed flow of the waters of said river.
(Affects Parcel 3)
- S 26. Easement in favor of City of St. Charles for the purpose of sewer and water recorded/filed March 25, 1988 as document no. 1900304 affecting the land described on document of the land, and the terms and provisions contained therein.
(Affects parcel 3 and other property)
- T 27. Ordinance of City of St. Charles as to 99 year license agreement for bike trail and pedestrian bridge recorded Jan. 25 2000 document 2000K006229 with union pacific railroad company over river and adjoining land
(Affects Parcel 3)
- U 28. Ordinances of City of St. Charles recorded December 15, 1993 as document 93k101482 and document 93k101485 as to special service areas.
(Affects Parcel 3)

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

- V 29. Note for additional information: the "Kane" county recorder requires that any documents presented for recording contain the following information:
- A. The name and address of the party who prepared the document;
 - B. The name and address of the party to whom the document should be mailed after recording;
 - C. All permanent real estate tax index numbers of any property legally described in the document;
 - D. The address of any property legally described in the document;
 - E. All deeds should contain the address of the grantee and should also note the name and address of the party to whom the tax bills should be sent.
 - F. Any deeds conveying unsubdivided land, or, portions of subdivided land, may need to be accompanied by a properly executed "plat act affidavit."
- W 30. 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).

END OF SCHEDULE B, PART II

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)



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.

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ALTA Commitment for Title Insurance (08/01/2016)



(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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ALTA Commitment for Title Insurance (08/01/2016)





Inquire before you wire!

WIRE FRAUD ALERT

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

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

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

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

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

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

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

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

Effective: May 1, 2015; Last Updated: March 1, 2017

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<u>Types of Information Collected.</u> You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.	<u>How Information is Collected.</u> We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.
<u>Use of Collected Information.</u> We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.	<u>When Information Is Disclosed.</u> We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.
<u>Choices With Your Information.</u> Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.	<u>Information From Children.</u> We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.
<u>Privacy Outside the Website.</u> We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.	<u>International Users.</u> By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.
<u>The California Online Privacy Protection Act.</u> Some FNF companies provide services to mortgage loan servicers and, in some cases, their 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.	
<u>Your Consent To This Privacy Notice.</u> By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.	<u>Access and Correction; Contact Us.</u> If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

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);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

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;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies.** When you visit our 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. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without

obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

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 material, document, image, graphic, logo, design, audio, video or any other 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 maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

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 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 the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a 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 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. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 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 and 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 share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and 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. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

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

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, 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 via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

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

The information you submit through the website 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 (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. 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, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354