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NAPA COUNTY CLERK OF THE BOARD'S OFFICE
1195 Third Street, Suite 310, Napa, California, 94559
(707) 253-4421

APR - 1 2015

COUNTY CLERK
EXECUTIVE OFFICE

APPEAL PACKET FORM

(Chapter 2.88.050 of Napa County Code)

Please submit original plus two (2) copies of the entire Appeal Packet, including this form.

TO BE COMPLETED BY APPELLANT
(Please type or print legibly)

Appellant's Name: Eric Titus - Lee E. Titus and Sons Vineyards

Telephone #: (707) 963-3235 Fax #: (707) 963-3257

E-Mail Address: ETitus@TitusVineyards.com

Mailing Address: PO Box 1608 Saint Helena, CA 94574
No. Street City State Zip

Status of Appellant's Interest in Property: Adjacent Property Owner
project applicant, adjacent property owner, other (describe)

Action Being Appealed: Melka Winery Use Permit Approval

Permittee Name: Philippe and Cherie Melka

Permittee Address: 2900 Silverado Trail N., St. Helena, CA 94574
Street City State Zip

Permit Number: PI4-00208-UP Date of Decision: March 4, 2015

Nature of Permit or Decision: Use Permit to establish a 10,000 gallon winery

Reason for Appeal (Be Specific - If the basis of the appeal will be, in whole or in part, that there was a prejudicial abuse of discretion on the part of the approving authority, that there was a lack of a fair and impartial hearing, or that no facts were presented to the approving authority that support the decision, **factual or legal basis for such grounds of appeal must be expressly stated or they are waived.** (attach additional sheet if necessary): See attached document

Project Site Address/Location: 2900 Silverado Trail N., St. Helena, CA 94574
Street City State Zip

Assessor's Parcel No.: 021-352-041

If the decision appealed from involves real property, the Appellant must also submit the original and two copies of 1) Title Insurance Report and 2) Assessor's Map Book Pages pursuant to County Code Section 2.88.050(B).

Signature of Appellant

Date

Print Name

TO BE COMPLETED BY CLERK OF THE BOARD

Appeal Packet Fee \$ 530.00 Receipt Nos. 795219

Received by: Laurel Resina Date: 4-1-2015

Reason for Appeal

We are neighbors of the recently permitted Melka Winery project at 2900 Silverado Trail. We filed a letter in support of the project prior to the first Planning Commission hearing. We remain in favor of the project; however we are filing an Appeal to address one aspect of the approved Use Permit.

I am appealing the March 4, 2015 decision by the County of Napa Planning Commission because its approval did not require the applicant to contribute to the construction of a left turn lane from Silverado Trail into the project property. Further, in assessing the totality of traffic generated by the project, the Commission did not properly account for those aspects of the project that the staff report stated was reasonably foreseeable under CEQA. This segmenting of the project is contrary to section 402 of the local guidelines that state in part:

A project is defined as the "whole of an action" and may not be segmented nor divided into smaller parts in an attempt to avoid full consideration of its environmental impacts. Thus, all of the separate permits and approvals for a particular project shall be considered together (along with the underlying activity itself) when determining the project's environmental effects. The environmental review of a project must include an analysis of the environmental effects of future expansion or other action if: (a) such future expansion or other action is a reasonably foreseeable consequence of the initial project; and (b) the future expansion or action will be significant in that it will likely change the scope or nature of the initial project or its environmental effects.

While the issue of traffic generated by the winery and those reasonably foreseeable residential uses (those permitted without further environmental review) was raised by the public (please see the September 22, 2014 letter submitted by Dick Maher), the issue of a left turn lane requirement was not discussed or alluded to in the staff report or by the Planning Commission. There was a Traffic Report submitted as one of the documents for the initial February 18 Planning Commission hearing, but the analysis of potential traffic to be generated by the winery at the approved scope and at residential build out was not discussed. I feel this was a significant omission that needs to be brought to attention.

The grounds of this Appeal are based on the traffic impact of the Melka Winery project, and the subsequent requirement to mitigate the impact of traffic generation with a left turn lane. It is my contention that the traffic that would be generated by the project as approved by the Commission and reasonably foreseeable as discussed in the March 4, 2015 staff report should require the installation of a left turn lane under the county left turn lane warrant.

The Melka project was incorrectly presumed by both staff and the Commission to be exempt from a left turn lane requirement based on the visitation numbers they are permitted to have and the amount of employees that the project is claimed to require, as reported in the Traffic Study. One key discrepancy is the amount of employees that is claimed in the traffic report (1 full time, 1 part time) and the amount they are permitted to have (5 full time), in

accordance with the Conditions of Approval. Referring to Table 3 of the Traffic Report, if the overall daily trip generation was based on the number of the authorized employees (5), rather than the scenario claimed in the Traffic Report (1FT/1PT), together with the trips generated by current and future residences allowed by right, traffic would exceed the threshold required to install a left turn lane, according to the Left Turn Lane Warrant Graph presented in the Traffic Study. Under this scenario, and the definition of project as contained in section 402 of the county's CEQA guidelines, the reasonably foreseeable daily trips generated from the operations of this project (winery plus residential) would almost be double the threshold that would warrant a left turn lane installation

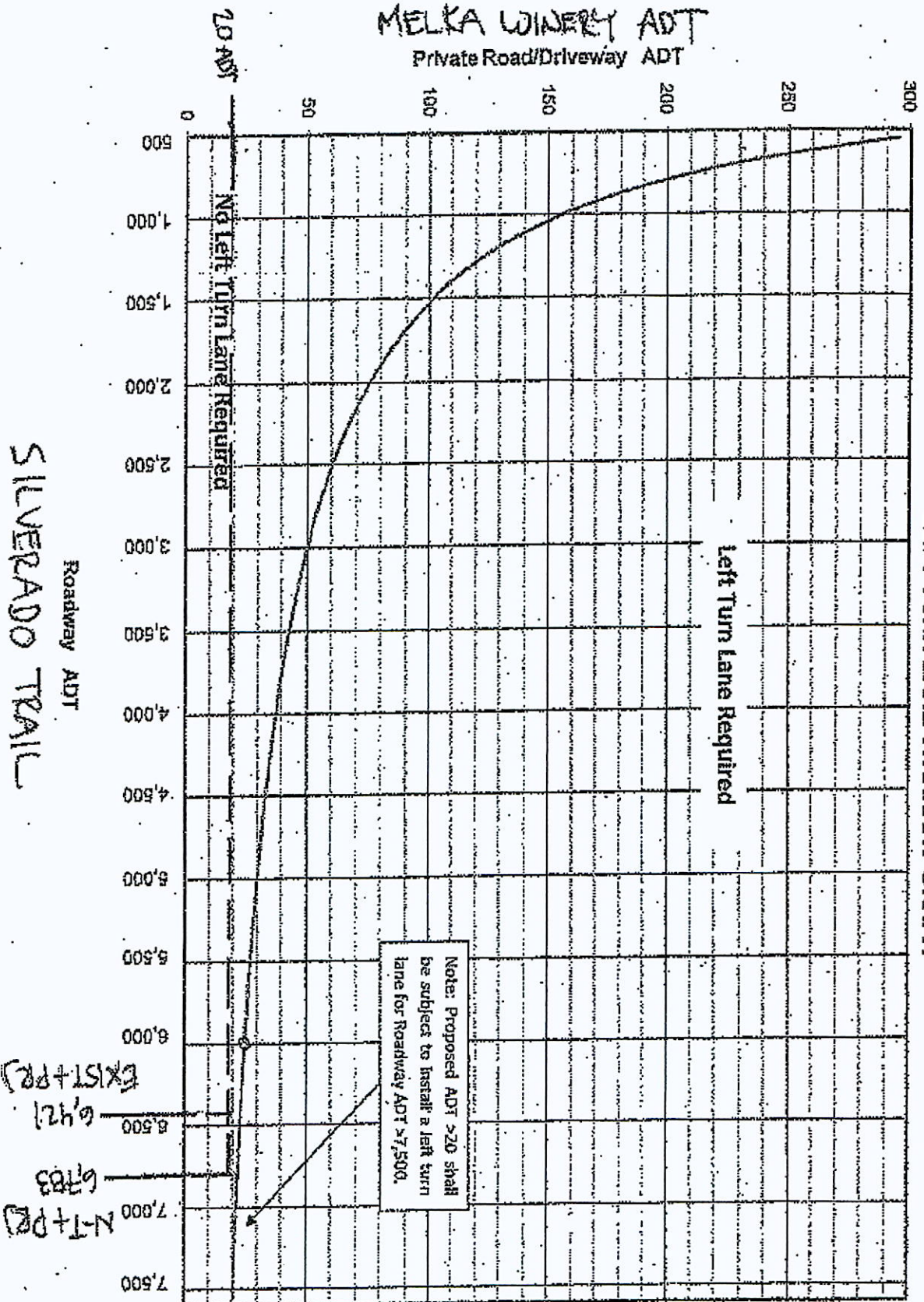
Currently we (Titus Winery) are in the process of installing a left turn lane on Silverado Trail to accommodate the anticipated increase in traffic volume as a result of constructing our winery. We acknowledged from the outset that based on our visitation and staffing requests that we would be required to install the lane, at significant effort and expense. Recently, the County has made it a requirement for our left turn lane permit to be issued that we redraw and re-engineer the current left turn lane plans to accommodate the Melka driveway, which had already been relocated to be directly across Silverado Trail from ours. This required action will result in a two-way left turn lane that will give the Melka property the full benefit of use, at no cost to them. Titus Winery will carry the full burden of providing a left turn lane for both projects, and this has been acknowledged by the County (Roads Division). It is my belief that since the Melka project should already be required to install a left turn lane to mitigate traffic generated from permitted and approved conditions associated with their project, that there should be a requirement that the burden for installing the left turn lane is equitably shared by both parties.

In summary, the Melka Winery in conjunction with my project will undoubtedly generate increases in localized traffic. If one takes into consideration the potential traffic volume that each parcel could generate based on their respective permits and approvals, the Melka project would be responsible for approximately one third of the potential daily trips generated and the Titus project would be responsible for two thirds. It is only logical that this scenario is considered as a reasonably foreseeable consequence of the development of these two projects. It does not seem reasonable or fair that one project should be identified as the responsible generator of traffic volume that requires mitigation and the other is not.

My objective in filing this Appeal is to request that the County recognizes the shared contribution of the increase in daily trip generation by the combination of the two projects, and in doing so directs the requirement of installing a left turn lane to be included in the Conditions of Approval for the Melka Winery project and that they are directed to equitably share in the cost of installation of the two-way common lane the County has required.

MELKA WINERY DRIVEWAY/SILVERADO TRAIL

LEFT TURN LANE WARRANT GRAPH



Winery Traffic Information / Trip Generation Sheet

Titus Vineyards

Traffic During a Typical Weekday

Number of FT employees: 10 x 3.05 one-way trips per employee = 30.5 daily trips

Number of PT employees: 2 x 1.90 one-way trips per employee = 3.8 daily trips

Avg. number of weekday visitors: 40 / 2.6 visitors per vehicle x 2 one-way trips = 30.8 daily trips

Gallons of production: 24,000 / 1,000 x .009 truck trips daily x 2 one-way trips = 0.43 daily trips

Total = **65.53 daily trips**

Traffic During a Typical Weekday

Number of Permitted Dwellings: 1

Number of trips per Dwelling: 10

Total trips: 10

Winery Traffic Information / Trip Generation Sheet

Melka Winery

Traffic During a Typical Weekday

Number of FT employees: 5 x 3.05 one-way trips per employee = 15.25 daily trips

Number of PT employees: _____ x 1.90 one-way trips per employee = _____ daily trips

Avg. number of weekday visitors: 5 / 2.6 visitors per vehicle x 2 one-way trips = 3.85 daily trips

Gallons of production: 10,000 / 1,000 x .009 truck trips daily x 2 one-way trips = 0.18 daily trips

Total = **19.28 daily trips**

Traffic During a Typical Weekday

Number of Permitted Dwellings: 2

Number of trips per Dwelling: 10

Total trips: 20



Fidelity National Title Company

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, **Fidelity National 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 Fidelity National Title Insurance Company, a California 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.

Fidelity National Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



Visit Us on our Website: www.fntic.com



Fidelity National Title Company

ISSUING OFFICE: 11050 Olson Drive, Suite 200, Rancho Cordova, CA 95670

FOR SETTLEMENT INQUIRIES, CONTACT:

Fidelity National Title Company
1250 Church Street, Suite C • St. Helena, CA 94574
(707)963-1906 • FAX (707)963-4801

***Another Prompt Delivery From Fidelity National Title Company Title Department
Where Local Experience And Expertise Make A Difference***

PRELIMINARY REPORT

Title Officer: Mitch O'Brien
Title No.: FSNX-8021500042MO

TO: Eric Titus

Attn:

PROPERTY ADDRESS(ES): 2900 Silverado Trail North, Saint Helena, CA

EFFECTIVE DATE: March 24, 2015 at 07:30AM

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

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

ALTA Loan Policy 2006

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Philippe Melka and Cherie Melka, Trustees of the Melka Family Trust UTD, 12/07/2005

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 021-352-041-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF NAPA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Commencing at a T-bar at a corner fence post at the most Easterly corner of Parcel B as shown on the Map entitled "Record of Survey Map of the lands of William J. Harrington et ux" filed June 26, 1963 in Book 10 of Surveys at Page 82 in the Office of the Napa County Recorder; thence South 56° 37' 49" West 245.24 feet; thence South 84° 52' 20" West 57.71 feet; thence South 65° 32' 52" West 61.38 feet; thence South 67° 48' 40" West 78.89 feet; thence South 80° 13' 59" West 21.61 feet; thence South 87° 40' 54" West 23.24 feet; thence South 75° 48' 09" West 58.27 feet; thence South 44° 57' 00" West 197.44 feet, more or less, to the Northeasterly line of the Silverado Trail; thence Southeasterly along said Northeasterly line South 36° 17' 00" East 723.21 feet, more or less, to the most Northerly corner of Parcel 2 as described in the Grant Deed to the County of Napa recorded January 13, 1965 in Book 714 at Page 351 of Official Records of Napa County; thence along the Northeasterly line of said Parcel 2, South 49° 03' 53" East (cited as South 48° 15' 09" East in said Grant Deed) 180.40 feet to the most Westerly corner of Parcel 2 as shown on the Map entitled "Record of Survey #1752" filed August 22, 1968 in said Recorder's Office; thence along the Westerly lines of said Parcel 2 the following courses:
North 30° 43' 28" East (cited as North 31° 32' 12" East on said Map #1752) 384.05 feet,
North 00° 41' 54" East (cited as North 01° 30' 38" East on said Map #1752) 660.00 feet and
North 75° 53' 08" West (cited as North 75° 04' 24" West on said Map #1752) 140.96 feet to the point of beginning.

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 2015-2016.
2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 085001
Tax Identification No.: 021-352-041-000
Fiscal Year: 2014-2015
1st Installment: \$25,309.82 Paid
2nd Installment: \$25,309.82 Open
Exemption: \$0.00
Land: \$3,043,228.00
Growing: \$50,979.00
Structural: \$1,617,889.00

3. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
4. 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.
5. Water rights, claims or title to water, whether or not disclosed by the public records.
6. Rights of the public to any portion of the Land lying within the area commonly known as Silverado Trail.
7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: County of Napa
Purpose: County Road
Recording Date: June 26, 1963
Recording No.: Book 677, Page 62, of Official Records
Affects: Southwesterly portion

8. Matters contained in that certain document

Entitled: Grant Deed
Dated: February 29, 1980
Executed by: John E. Beesley, Jr.
Recording Date: March 3, 1980
Recording No.: Book 1156, Page 503, of Official Records

Reference is hereby made to said document for full particulars.

EXCEPTIONS
(continued)

Which among other things provides: "This Deed is subject to a restriction that there will be no construction of roads or buildings over the burial site of horses; said site to be marked on the ground."

Affects: A portion of the Land described herein.

9. Matters contained in that certain document

Entitled: Order Creating Napa River Watermaster Service Area
Dated: June 25, 2008
Executed by: State of California Department of Water Resources
Recording Date: July 24, 2008
Recording No.: 2008-0018850, of Official Records

Reference is hereby made to said document for full particulars.

10. Matters contained in that certain document

Entitled: View Easement Agreement
Dated: June 10, 2011
Executed by: Richard L. Maher, Jr. and Shannon Connelly, Trustees of the Richard L. Maher, Jr. and Marcia J. Maher Living Trust dated September 8, 2007 and Philippe Melka and Cherie Melka, Trustees of the Melka Family Trust utd, 12/07/2005
Recording Date: June 15, 2011
Recording No.: 2011-0013794, of Official Records

Reference is hereby made to said document for full particulars.

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

Amount: None shown
Dated: September 8, 2011
Trustor/Grantor: Philippe Melka and Cherie Melka, Trustees of the Melka Family Trust UTD, 12/07/2005
Trustee: First American Title Company of Napa
Beneficiary: Silicon Valley Bank
Loan No.: None shown
Recording Date: September 27, 2011
Recording No.: 2011-0022316, of Official Records

12. Matters contained in that certain document

Entitled: Notice of Use Restriction
Dated: September 20, 2012
Executed by: Philippe Melka and Cheri Melka
Recording Date: September 21, 2012
Recording No.: 2012-0025103, of Official Records

Reference is hereby made to said document for full particulars.

EXCEPTIONS
(continued)

13. Matters contained in that certain document

Entitled: Grant of Easements and Water Rights (LLA)
Executed by: Donald Harding Putnam and Susann Wampler Kellison, Trustees of the Putnam Kellison Family Trust Dated September 15, 2000 and Philippe Melka and Cherie Melka, Trustees of the Melka Family Trust UTD, 12/07/2005
Recording Date: December 17, 2013
Recording No.: 2013-0034368, of Official Records

Reference is hereby made to said document for full particulars.

14. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

15. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

16. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies): Philippe Melka and Cherie Melka, Trustees of the Melka Family Trust UTD,
12/07/2005

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

17. 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.

18. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

END OF EXCEPTIONS

NOTES

- Note 1.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Commercial Property, known as 2900 Silverado Trail North, Saint Helena, CA, to an Extended Coverage Loan Policy.
- Note 2.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
- Note 3.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 4.** * * * IMPORTANT RECORDING NOTE * * *
- Please send all original documents for recording to the following office:
- Fidelity National Title Company
905 Jefferson Street
Napa, California 94559
Attn: Michele DiMaggio
Telephone: (707) 255-5800
- Please direct all other title communication and copies of documents, including recording release instructions, policy write up instructions, lenders instructions and settlement statements, to the Title Only Department at the following address:
- Fidelity National Title Group
Sacramento Title Services
Title Only Department/ FLAGS
11050 Olson Drive, Suite 200
Rancho Cordova, California 95670
Telephone: (916) 853-7665
- Note 5.** 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 6.** 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 7.** 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.

NOTES
(continued)

END OF NOTES

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: January 6, 2015**

Order No.: FSNX-8021500042--LR

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

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;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" 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 and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the **Third Party Opt Out** section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the **Third Party Opt Out** section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

PRIVACY NOTICE

(continued)

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or 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 lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal 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. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice.

In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

PRIVACY NOTICE

(continued)

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from 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 may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

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

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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 and 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 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.
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 (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**

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.

**ATTACHMENT ONE
(CONTINUED)**

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)**

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

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 any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A

or

 - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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

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:

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.

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:

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.

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

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.

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
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (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 fifty percent (50%) of the appropriate title insurance rate.

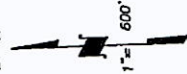
CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

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 fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

21-35

21-03

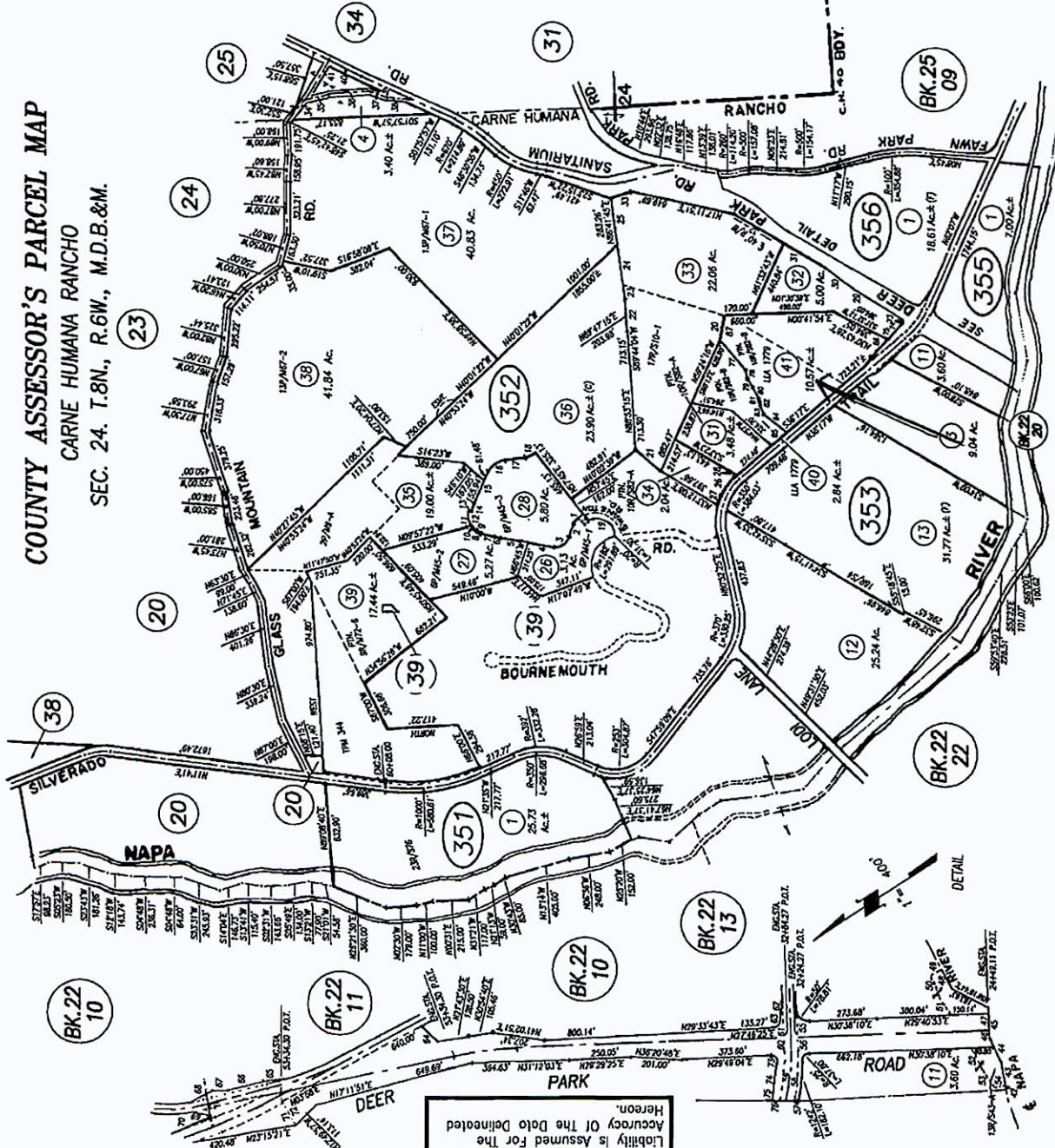
SEC. 24. T.8N., R.6W., M.D.B.&M.

[illegible]

3-8-83	
8-28-84	
9-19-84	
356-01 CQC	8-3-04
352-40 & 41 ILLA	12-17-13
REVISION	DATE

1962

21-35



"Important: This plat is not a survey. It is furnished as a Convenience to locate the land in relation to adjoining streets and other lands and NOT to guarantee any dimensions, distances, bearings, or acreage."

Description: Napa, CA Assessor Map 21.35 Page: 1 of 1
Order: SCM Comment:

NOTE: This Map Was Prepared For Assessment Purposes Only, No Liability Is Assumed For The Accuracy Of The Data Delineated Hereon.

Certified Property Owner's
Affidavit

I, MICHAEL HILGELSON

Hereby certify that the attached list contains the names and addresses of all persons to whom all property is assessed as they appear on the latest available assessment roll of the county within the area described on the attached application and for all properties within 1000 feet from the exterior boundaries of the property described on the attached application, as of 3/31/15.

Subject Parcel number 021 352 041

I certify under penalty of perjury the forgoing is true and correct to the best of my knowledge.

(Signed) [Signature]

Name MICHAEL HILGELSON

Address 1711 PRESIDIO LUNAS, CT 95961

Phone # 800 528 7104

021-352-041
PHILIPPE & CHERIE MELKA
2900 SILVERADO TRL
SAINT HELENA CA 94574

009-010-022
C MONDAVI AND SONS INC
PO BOX 191
SAINT HELENA CA 94574

021-310-012
KELP PARTNERS LP
323 MARINA BLVD
SAN FRANCISCO CA 94123

021-352-026/390-012
VAILIMA ESTATES HOMEOWNERS
ASSOCIATION
P O BOX 526
ST HELENA CA 94574

021-352-028
RAY G & JANET F MYERS
4 SWANSTON RD
ST HELENA CA 94574

021-352-031
VIGNOBLE LLC
PO BOX 271971
HOUSTON TX 77277

021-352-032
RICHARD L MAHER
301 DEER PARK RD
SAINT HELENA CA 94574

021-352-033
GRAHAM WESTON
303 DEER PARK RD
SAINT HELENA CA 94574

021-352-034
KEVIN ARTHUR & WYMER NATALIE DAUN
DUFFEY
159 MENDOSA AVE
SAN FRANCISCO CA 94116

021-352-036
CHARLES J & ELLEN JO HAAS
10533 ESQUIRE PL
CUPERTINO CA 95014

021-352-037
HOSPITAL ST HELENA
10 WOODLAND RD
SAINT HELENA CA 95474

021-352-040
DONALD HARDING PUTNAM & KELLISON
SUSANN WAMPLER
212 UNION ST
SAN FRANCISCO CA 94133

021-353-003,013
LEE E TITUS & SONS LTD
3264 EHLERS LN
SAINT HELENA CA 94574

021-353-011
SUSAN F & WENDELL E DINWIDDIE
939 CHAMPION LN
DEER PARK CA 94576

021-353-012
LEWIS G & ELFY SCHRECKENBERGER
CARPENTER
617 CRYSTAL SPRINGS RD
ST HELENA CA 94574

021-355-001
DAVID NEAL MCDONALD
3815 FLEETWOOD DR
AMARILLO TX 79109

021-356-001
LEONARDINI FAMILY VINEYARDS LLC
1563 HWY S
SAINT HELENA CA 94574

021-390-001
RONALD M & HELAINE D KATZ
PO BOX 410
ST HELENA CA 94574

021-390-002
CARLOS H & ROBYN L VALDIVIA
240 LOMBARD ST #329
SAN FRANCISCO CA 94111

021-390-003
VICTOR L & SANDRA TIMPSON MOTTO
1658 HAWTHORNE ST
SARASOTA FL 34239

021-390-011
BRANDON & ELIZABETH SHARP
6 SWANSTON RD
SAINT HELENA CA 94574

021-390-014
VAILIMA ESTATES MUTUAL WATER CO
P O BOX 526
ST HELENA CA 94574

022-200-015,020
CULINARY INSTITUTE OF AMERICA
2555 MAIN ST
SAINT HELENA CA 94574

025-090-001
MILTON & REBECCA L PARRIOTT
245 FAWN PARK RD
ST HELENA CA 94574

025-090-002
WENDY ELIZABETH JONES & NEIL D
SKEGGS
200 FAWN PARK RD
ST HELENA CA 94574

025-300-001
SARA S THOMAS-WALDRIP
5225 DICKENS DR
RICHMOND HEIGHTS OH 44143

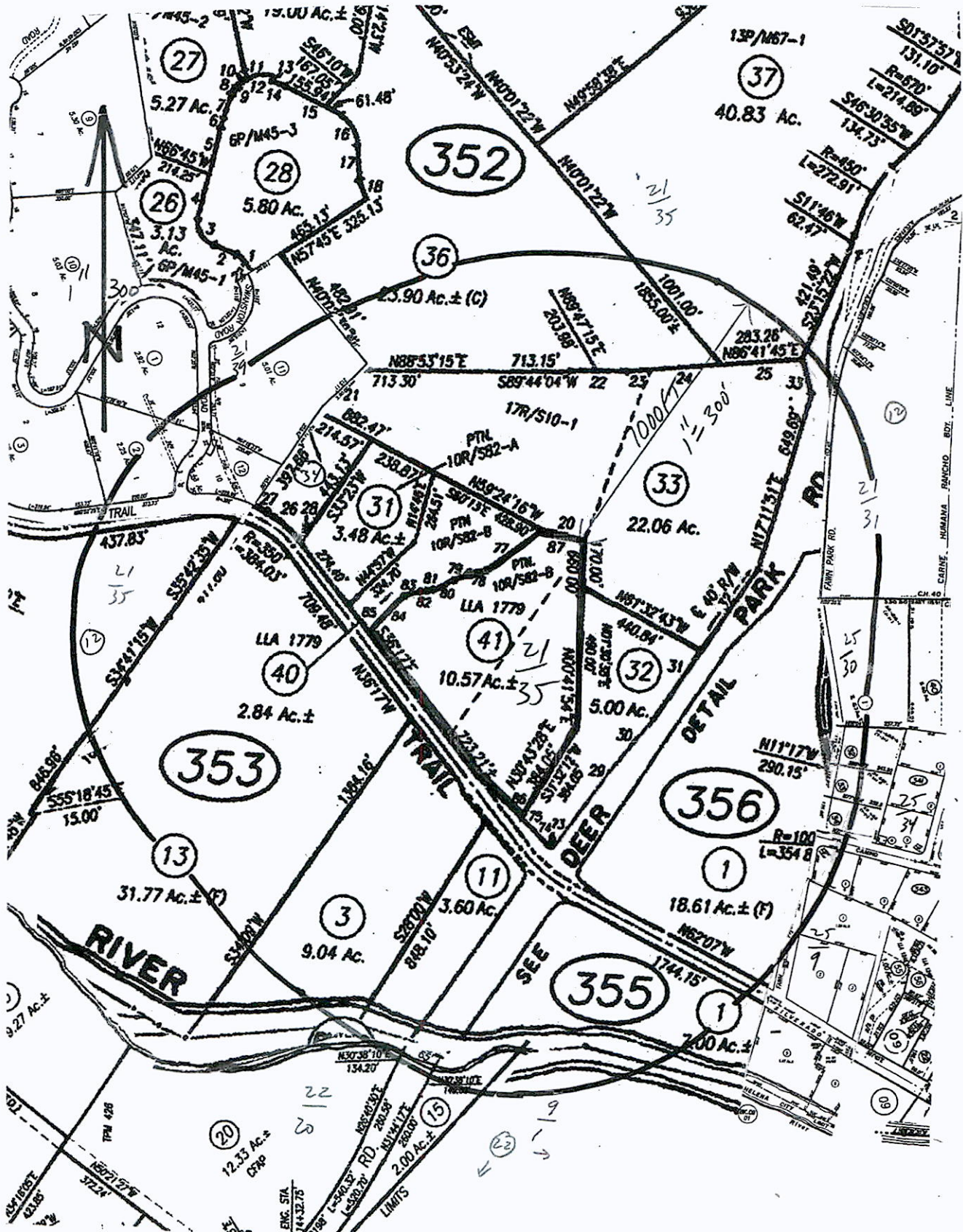
025-300-032
KATHERINE YOST
262 FAWN PARK RD
SAINT HELENA CA 94574

025-300-033
ELLIE HEFNER-JENKINS
256 FAWN PARK RD
SAINT HELENA CA 94574

025-300-034
STEPHEN GLOGE
5704 91ST AVE
MERCER ISLAND WA 98040

025-343-001
NORMAN S & LINDA B MANZER
103 CAMINO VISTA
ST HELENA CA 94574

APN_D	OWNERNAME	M_HSENO	M_STREET	M_SFX	M_UNIT	M_CITY	M_STATE	M_ZIP
021-352-041	PHILIPPE & CHERIE MELKA					SAINT HELENA	CA	94574
009-010-022	C MONDAVI AND SONS INC	2900	SILVERADO TRL			SAINT HELENA	CA	94574
021-310-012	KELP PARTNERS LP		PO BOX 191			SAINT HELENA	CA	94574
021-352-026	VAILIMA ESTATES HOMEOWNERS ASSOCIATION	323	MARINA	BLVD		SAN FRANCISCO	CA	94123
021-352-028	RAY G & JANET F MYERS		P O BOX 526			ST HELENA	CA	94574
021-352-031	VIGNOBLE LLC	4	SWANSTON	RD		ST HELENA	CA	94574
021-352-032	RICHARD L MAHER		PO BOX 271971			HOUSTON	TX	77277
021-352-033	GRAHAM WESTON	301	DEER PARK	RD		SAINT HELENA	CA	94574
021-352-034	KEVIN ARTHUR & WYMER NATALIE DAUN DUFFEY	303	DEER PARK	RD		SAINT HELENA	CA	94574
021-352-036	CHARLES J & ELLEN JO HAAS	159	MENDOSA	AVE		SAN FRANCISCO	CA	94116
021-352-037	HOSPITAL ST HELENA	10533	ESQUIRE	PL		CUPERTINO	CA	95014
021-352-040	DONALD HARDING PUTNAM & KELLISON SUSANN WAMPLER	10	WOODLAND	RD		SAINT HELENA	CA	95474
021-353-003	LEE E TITUS & SONS LTD	212	UNION	ST		SAN FRANCISCO	CA	94133
021-353-011	SUSAN F & WENDELL E DINWIDDIE	3264	EHLERS	LN		SAINT HELENA	CA	94574
021-353-012	LEWIS G & ELY SCHRECKENBERGER CARPENTER	939	CHAMPION	LN		DEER PARK	CA	94576
021-353-013	LEE E TITUS & SONS LTD	617	CRYSTAL SPRINGS	RD		ST HELENA	CA	94574
021-355-001	DAVID NEAL MCDONALD	3264	EHLERS	LN		SAINT HELENA	CA	94574
021-356-001	LEONARDINI FAMILY VINEYARDS LLC	3815	FLEETWOOD	DR		AMARILLO	TX	79109
021-390-001	RONALD M & HELAINE D KATZ	1563	HWY S			SAINT HELENA	CA	94574
021-390-002	CARLOS H & ROBYN L VALDIVIA		PO BOX 410 A			ST HELENA	CA	94574
021-390-003	VICTOR L & SANDRA TIMPSON MOTTO	240	LOMBARD	ST	#329	SAN FRANCISCO	CA	94111
021-390-011	BRANDON & ELIZABETH SHARP	1658	HAWTHORNE	ST		SARASOTA	FL	34239
021-390-012	VAILIMA ESTATES HOMEOWNERS ASSN	6	SWANSTON	RD		SAINT HELENA	CA	94574
021-390-014	VAILIMA ESTATES MUTUAL WATER CO		P O BOX 526			ST HELENA	CA	94574
022-200-015	CULINARY INSTITUTE OF AMERICA		P O BOX 526			ST HELENA	CA	94574
022-200-020	CULINARY INSTITUTE OF AMERICA	2555	MAIN	ST		SAINT HELENA	CA	94574
025-090-001	MILTON & REBECCA L PARRIOTT	2555	MAIN	ST		SAINT HELENA	CA	94574
025-090-002	WENDY ELIZABETH JONES & NEIL D SKEGGS	245	FAWN PARK	RD		ST HELENA	CA	94574
025-300-001	SARA S THOMAS-WALDRIP	200	FAWN PARK	RD		ST HELENA	CA	94574
025-300-032	KATHERINE YOST	5225	DICKENS	DR		RICHMOND HEIGHTS	OH	44143
025-300-033	ELLIE HEFNER-JENKINS	262	FAWN PARK	RD		SAINT HELENA	CA	94574
025-300-034	STEPHEN GLOGE	256	FAWN PARK	RD		SAINT HELENA	CA	94574
025-343-001	NORMAN S & LINDA B MANZER	5704	91ST	AVE		MERCER ISLAND	WA	98040
		103	CAMINO VISTA			ST HELENA	CA	94574



Appeal Fee Schedule Worksheet - For staff use

Notice by Mail

Labor		Cost		Total
<input checked="" type="checkbox"/> Required	100 addresses or less	\$54.00	<input type="checkbox"/>	* 54.00
<input type="checkbox"/> required -choose one *	101 to 400 addresses	\$108.00	<input type="checkbox"/>	*
	Over 400 addresses	\$162.00	<input type="checkbox"/>	*
Costs associated with Notice by Mail	30 .51/address		<input checked="" type="checkbox"/>	15.30

Notice by Publication

Cost of publication in newspaper		\$253.00	<input checked="" type="checkbox"/>	253.00
Costs associated with Notice by Publication		\$54.00	<input checked="" type="checkbox"/>	54.00
Preparation of Agenda		\$54.00	<input checked="" type="checkbox"/>	54.00
Court Reporter per diem (if requested)	Example; Public Hearing Min. fee \$300.00-transcripts \$6.50/page		<input type="checkbox"/>	

Cost of Record on Appeal

Labor				
<input type="checkbox"/> required-choose one *	250 pages or less	\$108.00	<input type="checkbox"/>	* 108.00
	Over 250 pages	\$162.00	<input type="checkbox"/>	*
Duplication of Record	See Sec. 160.010	\$2.50 first 5 pages .107 page thereafter	<input type="checkbox"/>	
Transcript Cost	See Clerk of the Board*	\$9.00 per 200 words	<input type="checkbox"/>	
Maps and special needs		Actual Cost	<input type="checkbox"/>	

Fees

Appeal to Board of Supervisors based on Record or De Novo	<input checked="" type="checkbox"/>	538.30
	<input type="checkbox"/>	416.00

Grand Total

I understand the breakdown of the fees charged.


Signature

Amount Received
Balance Due

4-1-15

Date

954.30
416.00
\$538.30

*A listing of actual fees charged by certified court reporters and transcriptionists utilized by the County shall be maintained by the Clerk of the Board of Supervisors and made available upon request. Average cost over last three years \$911 per transcript, (as of 1/2010)

11628

LEE E. TITUS & SONS, LTD. VINEYARDS

3264 EHLERS LANE 707-963-3975
ST. HELENA, CA 94574

WELLS FARGO
WELLS FARGO BANK, N.A.

11-4288/1210

4-1-15

PAY TO THE
ORDER OF

\$ 538.30

DOLLARS

County of Napa
Five hundred thirty eight and 30/100

MEMO

[Signature]

011628 1121042882 0398042291



LEE E. TITUS & SONS, LTD. VINEYARDS ST. HELENA, CA 94574

11628

RECEIPT		DATE	4-1-2015	No.	795219
RECEIVED FROM		Lee Titus			
Five hundred thirty eight & 30/100		\$538.30			
FOR RENT		DOLLARS			
FOR		Melka Vineyard Appled - P14-0020800			
ACCOUNT					
PAYMENT					
BAL. DUE					
<input type="radio"/> CASH					
<input checked="" type="radio"/> CHECK					
<input type="radio"/> MONEY ORDER					
<input type="radio"/> CREDIT CARD					
BY		FROM	TO		
<i>[Signature]</i>					