FLOOD ZONE HAZARD

As delineated on the Federal Emergency Management Agency's Flood Insurance Rate Map (Map Number 06107C10 E) for Community No. 060409, City of Visalia, Tulare County, California, and Community No. 065066, Tulare County, California, effective June 16, 2009, the property shown on this map lies partially within a flood zone area designated Zone X (unshaded), which are areas outside of 0.2% annual chance flooding and partially within a flood zone area designated Zone X (shaded), which are areas of 0.2-percent annual chance flooding, areas of 1-percent annual chance flooding where average depths are less than 1 foot, areas of 1-percent annual chance flooding where the contributing drainage area is less than 1 square mile, and areas protected from the 1-percent annual chance flood by levees. This property was fully located within the City of Visalia at the time of the rate map, and should have been identified to be fully within the City of Visalia, community No. 060409.

NOTICE OF ABANDONMENT

1. The easement for a temporary storm drainage basin described in the grant of easement recorded June 22, 2000 as document no. 2000-0038765, official records County of Tulare, which is not delineated on this map, is deemed abandoned pursuant to section 66445 (j) of the subdivision map act.

NOTES:

Improvement and impact fees are deferred until such a time that a building permit is issued for each respective parcel, or unless other arrangements are made with the local agency.

2. Parcel 4 is subject to an easement agreement recorded on July 30, 2001 as Document Number 2001-0055096, official records County of Tulare.

BOARD OF SUPERVISORS STATEMENT

I. Jason T. Britt, County Administrative Officer/Clerk of the Board of Supervisors of the County of Tulare, State of California, do hereby state the said Board of Supervisors has approved the provisions made for the payment of taxes as provided in Division 2 of Title 7 of the Government Code of the State of California.

Tulare County Administrative Officer/ Clerk of the Board of Supervisors.





RECORDER'S STATEMENT

Document No. <u>2019-0048929</u>

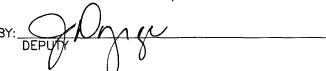
Filed this ______5 day of <u>SEPTEMBER</u> , 2019 at <u>10:40</u> A.M.,

Tulare County Records, at the request of Dixon & Associates, Inc.

in Book $\underline{53}$ of Parcel Maps at Page $\underline{67}$,

ROLAND P. HILL,

TULARE COUNTY ASSESSOR/ CLERK-RECORDER





NOT TO SCALE VICINITY MAP

SUBJECT PROPERTY

		~	·			
	WEST	RIGGII	N PAVENUE			
DRIVE			ROAD 92			
DR		SUNNYSID	E AVENUE	WEST	FERGUSON	AVENUE
ZA	STREET	WEST D	OE AVENUE			
PLAZA	SY			92		
NORTH	NORTH KELSY	WEST	GOSHEN	ROAD	ENUE	:

PARCEL MAP NO. 5260

BEING IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA. CONSISTING OF 3 SHEETS, SHEET 1 OF 3

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of Galloway and Company, Inc., on June 27, 2019 and said field survey is true and complete as shown. I hereby state that this parcel map substantially conforms to the approved or conditionally approved tentative map, if any. All monuments are of the character and occupy, or will occupy, the positions indicated on or before one year from the date this map is recorded and are, or will be, sufficient to enable the survey to be



Aaron D. Spray, P.L.S. 9484



CITY SURVEYOR'S STATEMENT

I hereby state that I have examined this map; that the subdivision shown is substantially the same as it appeared on the tentative map, and any approved alterations thereof; that all provisions of Chapter 2 of the Subdivision Map Act and of any local ordinances applicable at the time of approval of the tentative map have been complied with; and that I am satisfied that the map is technically correct.



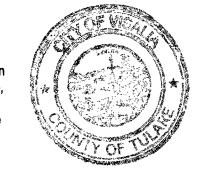


CITY PLANNER'S STATEMENT

I hereby state that this parcel map conforms to the Tentative Parcel Map approved by the City of Visalia Planning Commission at the regular meeting held on _____ June 24th, 2019.

CITY CLERK'S STATEMENT

This to state that at a regular meeting of the City Council of the City of Visalia held on the 5th day of August, 2019, an order was duly and regularly made and entered into approving this map and subdivision and, on behalf of the public; rejecting the irrevocable offer of dedication in fee for Right of Way for Riggin Avenue, Sunnyview Avenue, Kelsey Street, and Clancy Street to hereafter remain an irrevocable offer of dedication in fee until accepted or terminated by separate resolution of the City Council; and consenting to the Abandonment of the easement for a temporary storm drainage basin described in the Grant of Easement recorded June 22, 2000 as Document No. 2000-0038765, all included within the boundaries of the subdivision and as shown and/or stated upon the map.



Witness my hand and official seal of the City of Visalia this 8th day of August, 20 19

Randy Groom, City Manager/City Clerk

DIXON & ASSOCIATES, INC. LAND SURVEYING

620 DEWITT, #101 CLOVIS, CALIFORNIA, 93612

PH: (559)297-4200 FAX: (559)297-4272



NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA COUNTY OF Southan Claren)

ON ASSISTANT PUBLIC, PERSONALLY APPEARED TO BE THE PERSON(C) WHOSE NAME (S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SPE/THEY EXECUTED THE SAME IN HIS/HEB/THEIR AUTHORIZED CAPACITY(153), AND THAT BY HIS/HER/THEIR SIGNATURE(6) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT, WITNESS MY HAND.

NAME Kristin A. Frykland SIGNATURE

MY COMMISSION EXPIRES 4/25/2021 COUNTY OF South COMMISSION NUMBER 2195808

(No notary seal required Pursuant to Sec. 66436 (c) of the Subdivision Map Act.)

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA) COUNTY OF South Clarcy

ON Accept , 2019, BEFORE ME Kristin A. Frykland , NOTARY PUBLIC, PERSONALLY APPEARED , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(E) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT, WITNESS MY HAND.

COMMISSION NUMBER 219 3808

MY COMMISSION EXPIRES 4/25/2021 COUNTY OF South Clase

(No notary seal required Pursuant to Sec. 66436 (c) of the Subdivision Map Act.)

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF

THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT, WITNESS MY HAND.

NAME Gabina 7 Ruiz SIGNATURE Gabina 2 Ruy
MY COMMISSION EXPIRES 5/6/2021 COUNTY OF TWARE

COMMISSION NUMBER 2195741

(No notary seal required Pursuant to Sec. 66436 (c) of the Subdivision Map Act.)

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF | WIGGE

ON August 6, 2019, BEFORE ME Gabina Z. Ruiz, NOTARY PUBLIC PERSONALLY APPEARED LAMY 2 Ruiz, NOTARY PUBLIC THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(9) WHOSE NAME(8) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE SHE/THEY EXECUTED THE SAME IN (HIS)HER/THEIR AUTHORIZED CAPACITY(JES), AND THAT BY HIS HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT, WITNESS MY HAND.

NAME GUBINA Z. Ruiz SIGNATURE Gabrie Z. Ruiz

MY COMMISSION EXPIRES 5/6/2021 COUNTY OF TWARE

COMMISSION NUMBER 2196741

(No notary seal required Pursuant to Sec. 66436 (c) of the Subdivision Map Act.)

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF TWACE

ON ALLYAPPEARED , 2019, BEFORE ME CABURA Z RUZ , NOTARY PUBLIC, PERSONALLYAPPEARED NAME & REPORT OF THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME (S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE SHETTHEIR SECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY (IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT, WITNESS MY HAND.

NAME GLADINA Z. RUIZ SIGNATURE GLADINIZ KUY

MY COMMISSION EXPIRES 5/6/2021_ COUNTY OF Tulare

2195741 COMMISSION NUMBER

(No notary seal required Pursuant to Sec. 66436 (c) of the Subdivision Map Act.)

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF ______

ON August 5 , 2019, BEFORE ME (Julius 2 Ruz , NOTARY PUBLIC PERSONALLY APPEARED KASK L RITCHE , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE SHETHEY EXECUTED THE SAME IN HIS HER THEIR AUTHORIZED CAPACITY (158), AND THAT BY HIS HER THEIR SIGNATURE (8) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT, WITNESS MY HAND.

NAME Galaine Z Ruiz SIGNATURE Gabine 2 Ruy

MY COMMISSION EXPIRES 56 2021 COUNTY OF TWARE

COMMISSION NUMBER 245741

(No notary seal required Pursuant to Sec. 66436 (c) of the Subdivision Map Act.)

TPM NO. 2019-05

PARCEL MAP NO. 5260

BEING IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA. CONSISTING OF 3 SHEETS, SHEET 2 OF 3

OWNER'S STATEMENT

The undersigned hereby certify that they are the only persons having any record title interest in the real property included within the boundaries of the subdivision shown upon this map, and do hereby consent to the preparation and recording of said map and that the consent of no other person is necessary. We hereby offer for dedication and do hereby dedicate the following, as shown within the boundaries of the map hereon, for the specified purposes:

- 1. Irrevocable offer of Dedication for Right of way for Riggin Avenue in fee to the City of Visalia.
- 2. Irrevocable offer of Dedication for Right of way for Sunnyview Avenue in fee to the City of Visalia.
- 3. Irrevocable offer of Dedication for Right of way for Clancy Street in fee to the City of Visalia.

4. Irrevocable offer of Dedication for Right of way for Kelsey Street in fee to the City of Visalia.

Sandridge Partners, LP, a California limited partnership, as to an undivided ninety-eight percent (98%) interest; and John T. Vidovich, a married man as his sole and separate property, as to an undivided two (2%) interest, all as tenants in common, as to Parcel 1; and

Sandridge Partners, L.P., a California Limited Partnership, as to an undivided forty-nine percent (49%) interest; and John T. Vidovich, a married man as his sole and separate property, as to an undivided one percent (1%) interest, Larry J. Ritchie and Mary E. Ritchie, Trustees of The Larry and Mary Ritchie Living Trust dated October 30, 2008, as to an undivided twenty-five percent (25%) and Jeffrey B. Ritchie and Kristi L. Ritchie, Trustees of The Jeff and Kristi Ritchie Living Trust dated October 30, 2008, as to an undivided twenty-five percent (25%), all as tenants in common, as to Parcel 2

By: John Vidovich, LLC, a California limited liability company, its General Partner

By: The Larry and Mary Ritchie Living Trust dated October 30, 2008

By: Marry E. Ritchia Trustea

By: The Jeff and Kristi Ritchie Living Trust dated October 30, 2008

DIXON & ASSOCIATES, INC. LAND SURVEYING

620 DEWITT, #101 CLOVIS, CALIFORNIA, 93612

PH: (559)297-4200 FAX: (559)297-4272

NORTH QUARTER CORNER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN. FOUND AND ACCEPTED BRASS CAP, DOWN 3", STAMPED CITY OF VISALIA CITY ENGINEER. NORTHWEST CORNER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN. FOUND AND **AVENUE** RIGGIN ACCEPTED 2 1/2" BRASS CAP, STAMPED LS 8163, FLUSH. (S 89.53'01" E 2631.24') \$\frac{1}{4}\$ [\$ 89.53'01" E 2631.24'] BASIS OF BEARINGS S 89:53'01" E 2631.22' 623.72 _ _ _ _ _ _ _ 1315.64' [1315.62'] _ -- 659.70' -- -**\Delta**1 — — — 655.94' — ACCESS EASEMENT PER DOCUMENT NO .-603.70 2D19-D013715 RECORDED MARCH 22, 2D19, 0.R.T.C. 13' IRREVDCABLE OFFER OF 13' IRREVOCABLE OFFER OF IRREVOCABLE OFFER OF DEDICATION TO THE CITY OF DEDICATION TO THE CITY OF OVISALIA BY THIS MAP. DEDICATION TO THE CITY OF VISALIA BY THIS MAP. CONSTRUCTION EASEMENT PER VISALIA BY THIS MAP. N 44'52'58" W 18.38'-DOCUMENT NO. 2019-0D13715 1.08' RECORDED MARCH 22, 2019, O.R.T.C. EASEMENT GRANTED TO SDUTHERN CALIFORNIA EDISON COMPANY PER DDCUMENT NO. 2019-DDD1778, O.R.T.C. ALIGNMENT) STREET PARCEL 2 PARCEL 1 18.493 ACRES 38.163 ACRES S 89'53'01" E 623.72' 593.72' IRREVOCABLE OFFER OF EASEMENT GRANTED TO SOUTHERN DEDICATION TO THE CITY CALIFORNIA EDISDN COMPANY PER OF VISALIA BY THIS MAP. DOCUMENT NO. 2D19-0D01778, O.R.T.C. N 89'52'54" W RADIAL PARCEL 3 7.083 ACRES N 82:07'45" W RADIAL DOWN 12* DOWN 1349.86 S 89'53'07" E 1316.52' S 89.53'07" E 1316.76' [S 89 53'07" E 1316.64'] DOWN 12" EASEMENT GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT NO. 35998 RECORDED IN BOOK 2747 AT PAGE 185, O.R.T.C. 5296. EASEMENT AGREEMENT PER DOCUMENT NO. 2001-0055096, PARCEL MAP NO. 4452, RECORDED IN BOOK 45 OF PARCEL MAPS, AT EY 0012'43" E 137" E 2648 RECORDED JULY 30, 2001, O.R.T.C. PAGE 57, TULARE COUNTY RECORDS PARCEL 4 KELSI S 44'50'12" E 35.33' 60' IRREVDCABLE OFFER OF DEDICATION TO THE CITY OF VISALIA BY THIS MAP. - EASEMENT AGREEMENT PER DOCUMENT NO. 2001-0055096, S 89:53'07" E 1262.16' - AVENUE – – S 89'53'07" E 1317.18' A3

S 89'53'07" E 1262.21'

60' IRREVOCABLE OFFER OF DEDICATION TO THE CITY OF ∑ S 45[.]09'48" ₩ 35.39' VISALIA BY THIS MAP. 30' 10'EASEMENT GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT NO. 35998 RECORDED IN BOOK 2747 AT PAGE 185, O.R.T.C. PARCEL MAP NO. 4452, RECORDED IN BOOK 45 OF PARCEL MAPS, AT DEDICATION TO THE CITY
OF VISALIA BY THIS MAP. PAGE 57, TULARE COUNTY RECORDS. 5 - S 89'52'52" E 403.12' -FLOOD ZONE "X" FLOOD ZONE "SHADED X" 914.68' | {914.78' CALC} MODOC — — S 89'52'52" E 1317.80' (S 89'52'52" E 1317.76') [S 89'52'52" E 1317.76' CALC] <N 89'53'12" W> {N 89'52'00" W} > 2647.97' <2647.39' CALC> {S 0'12'30" W 2647.39'} PARCEL MAP NO. 1189, RECORDED IN BOOK 12 OF PARCEL MAPS, AT PAGE 90, TULARE COUNTY RECORDS.

PARCEL MAP NO. 5260

BEING IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.

CONSISTING OF 3 SHEETS, SHEET 3 OF 3

LEGEND:

- indicates found and accepted section corner or quarter corner, described as noted.
- INDICATES FOUND MONUMENT, DESCRIBED AS NOTED.
- O INDICATES SET 3/4" X 30" IRON PIPE, DOWN 6", TAGGED PLS 9484, UNLESS DTHERWISE NDTED.
- () INDICATES RECORD DATA AS SHOWN ON PARCEL MAP NO. 3857 RECORDED IN BOOK 39 OF PARCEL MAPS, AT PAGE 60, TULARE COUNTY RECORDS.
- [] INDICATES RECORD DATA AS SHOWN ON PARCEL MAP NO. 4452 RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 57, TULARE COUNTY RECORDS.
- INDICATES RECORD DATA AS SHOWN ON PARCEL MAP NO. 2629 RECORDED IN BOOK 27 OF PARCEL MAPS, AT PAGE 30, TULARE COUNTY RECORDS.
- INDICATES RECORD DATA AS SHOWN ON PARCEL MAP NO. 1189 RECORDED IN BOOK 12 OF PARCEL MAPS, AT PAGE 90, TULARE COUNTY RECORDS.

O.R.T.C. OFFICIAL RECORDS OF TULARE COUNTY

- PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES PER DOCUMENT RECORDED APRIL 7, 1904 IN VOLUME 7 OF RIGHT OF WAYS AT PAGE 413. O.R.T.C.
- A1 PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES PER PARCEL MAP NO. 2981 RECORDED IN BOOK 3D DF PARCEL MAPS AT PAGE 82, TULARE COUNTY RECORDS.
- ▲2 IRREVOCABLY OFFERED FOR DEDICATION TO THE CITY OF VISALIA WITH PARCEL MAP NO. 4452 RECORDED IN BOOK 45 OF PARCEL MAPS AT PAGE 57, TULARE COUNTY RECORDS.
- ▲3 EASEMENT GRANTED TO THE CITY OF VISALIA FOR GRANT OF SEWER LINE PURPOSES PER DOCUMENT NO. 44554 RECORDED IN BOOK 4460 AT PAGE 695, O.R.T.C.
- ▲4 PREVIOUSLY OFFERED FOR DEDICATION TO THE CITY OF VISALIA PER DOCUMENT NO. 2019-0013715, RECORDED MARCH 22, 2019, O.R.T.C.

_____ INDICATES THE LIMITS OF THIS SUBDIVISION

FOUND MONUMENT NOTES:

- FOUND AND ACCEPTED 1/2" REBAR, DOWN 3", TAGGED QUAD KNOPF CONTRDL. ACCEPTED AS BEING THE SDUTHEAST CORNER OF THE PARCEL SHOWN AS THE REMAINDER ON PARCEL MAP NO. 4452 RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 57, TULARE COUNTY RECORDS.
- FOUND AND ACCEPTED 3/4" IRON PIPE, DEPTH AS NOTED, TAGGED PLS 4714, ACCEPTED AS BEING ON THE SOUTH LINE OF THE PARCEL SHOWN AS THE REMAINDER ON PARCEL MAP NO. 4452 RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 57, TULARE COUNTY RECORDS.
- M3 FOUND AND ACCEPTED 1/2" REBAR, DOWN 10", TAGGED RLS 5985, PER CORNER RECORD NUMBER 18331, ACCEPTED AS BEING ON THE SOUTH LINE OF THE PARCEL SHOWN AS THE REMAINDER ON PARCEL MAP NO. 4452 RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 57, TULARE COUNTY RECORDS.
- M4 FOUND AND ACCEPTED 1/2" REBAR, DOWN 10", TAGGED RLS 5985, PER CORNER RECORD NUMBER 18331, ACCEPTED AS BEING THE NORTHWEST CORNER OF PARCEL 1 AS SHOWN ON PARCEL MAP NO. 4452 RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 57, TULARE COUNTY RECORDS.
- M5 FOUND AND ACCEPTED 3/4" IRON PIPE, DOWN 3", TAGGED PLS 4714, ACCEPTED AS BEING ON THE NORTH RIGHT OF WAY OF SUNNYVIEW AVENUE AS SHOWN ON PARCEL MAP NO. 4452 RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 57, TULARE COUNTY RECORDS.
- M6 FOUND AND ACCEPTED 3/4" IRON PIPE, DOWN 8", TAGGED PLS 4714, ACCEPTED AS BEING ON THE WEST LINE OF PARCEL MAP NO. 4452 RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 57, TULARE COUNTY RECORDS.
- M7 FOUND AND ACCEPTED 1/2" IRON PIPE, DOWN 1", UNTAGGED. ACCEPTED AS BEING THE SOUTHWEST CORNER OF PARCEL 8 AS SHOWN ON PARCEL MAP NO. 4452 RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 57, TULARE COUNTY RECORDS, AND BEING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN.
- M8 FOUND AND ACCEPTED 3/4" IRON PIPE, DOWN 18", TAGGED LS 4076, ACCEPTED AS BEING THE NORTHWEST CORNER OF PARCEL 2 AS SHOWN ON PARCEL MAP NO. 1189 RECORDED IN BOOK 12 OF PARCEL MAPS, AT PAGE 90, TULARE COUNTY RECORDS, AND BEING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN.
- M9 FOUND AND ACCEPTED BRASS CAP, FLUSH, STAMPED C.O.V., ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN.
- M1D POSITION FOR THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, NOTHING FOUND OR SET, POSITION CALCULATED BY INTERSECTION USING THE SOUTHWEST AND NORTHWEST CORNERS OF SECTION 21 AND THE MONUMENTS ALONG THE LINE COMMON TO PARCEL MAP NO. 1189 AND PARCEL MAP NO. 4452 TULARE CDUNTY RECORDS.
- M11 FOUND AND ACCEPTED BRASS CAP, FLUSH, STAMPED LS 4076, ACCEPTED AS BEING ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND AS BEING ON THE CENTERLINE OF SUNNYVIEW AVENUE AS SHOWN ON PARCEL MAP NO. 4452 RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 57, TULARE COUNTY RECORDS.
- M12 FOUND AND ACCEPTED BRASS CAP, FLUSH, STAMPED LS 4714, ACCEPTED AS BEING ON THE INTERSECTION OF THE CENTERLINE OF SUNNYVIEW AVENUE AND THE CENTERLINE OF CLANCY AVENUE AS SHOWN ON PARCEL MAP NO. 4452 RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 57, TULARE COUNTY RECORDS.

BASIS OF BEARINGS

THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, WAS TAKEN TO BE SOUTH 89'53'01" EAST AS SHOWN ON PARCEL MAP ND. 3857 RECORDED IN BOOK 39 DF PARCEL MAPS, AT PAGE 60, TULARE COUNTY RECORDS.

NOTES:

1. DISTANCES NOT MONUMENTED ARE CALCULATED.
2. FLOOD ZONE LIMITS SHOWN HEREON AS "X" AND "SHADED X" ARE APPROXIMATE.

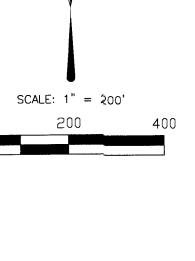
CURVE	TABLE		
CURVE	LENGTH	RADIUS	DELTA
C1	125.84	930.00'	7'45'09"
[C1]	[125.83']	[930.00']	[7.45,09]]
C2	125.84	930.00'	7'45'09"
[C2]	[125.83]	[930.00]	[7 45 09]]
C3	129.90	960.00	7"45"09"
C4	121.78	900.00'	7"45'09"

19-02 RIGGIN & CLANCY, VISALIA, C

DIXON & ASSOCIATES, INC. LAND SURVEYING

620 DEWITT, #101 CLOVIS, CALIFORNIA, 93612

PH: (559)297-4200 FAX: (559)297-4272



1, N

2019-0048929

Fecarded Official Records Caunty of Tulare POLAND P. HILL

Clark Recorder

10-40AM 05-Sep-2019

REC FEE

AFF SB2 HOUSE 75.00

סנ

Page 1 of 3

2 Recording Requested By: <u>SPL</u> Chicago Title

When Recorded Mail To:

Chicago Title Commpany 2540 West Shaw Lane, #112 Fresno, CA 93711

Parcel Map Guarantee

Issued By



Guarantee Number

fwvi-to19001540

BR 53 PG 67 # 5260

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

CHICAGO TITLE INSURANCE COMPANY

a corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

Chicago Title Company 2540 West Shaw Lane, #112 Fresno, CA 93711

Countersigned By

Authorized Officer or Agent

SEAL SEAL

Chicago Title Insurance Company

By.

President

Attest

Secretary

The state of the s	(SSUING OFFICE)	2.2
	Title Officer: Erica Madrigal	
	Chicago Title Company 2540 West Shaw Lane, #112	
	Fresno, CA 93711	
	Phone (559)492-4228 Fax (559)448-8530	
	Main Phone. (559)492-4208	
	Email: eamadrigal@fnf.com	

SCHEDULE A

Amount of Liability	Fee ,	Title Officer
ş \$1,000 00	\$100 00	Erica Madrigal

Date of Guarantee

August 30, 2019 at 08.00 AM

- 1 Name of Assured County of Tulare
- 2 Parcel Map Reference Parcel Map
- 3 The estate or interest in the Land that is the subject of this Guarantee is

A Fee

4 The Land included within the boundaries of the Parcel Map referred to in this Guarantee is described as follows

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

5 ASSURANCES

According to the Public Records as of the Date of Guarantee,

(a) Title to said estate or interest in the Land is vested in

Sandridge Partners, LP, a California limited partnership and John T. Vidovich, a married man as his sole and separate property all as tenants in common, and Sandridge Partners, L.P., a California Limited Partnership and John T. Vidovich, a married man as his sole and separate property, Larry J. Ritchie and Mary E. Ritchie, Trustees of The Larry and Mary Ritchie Living Trust dated October 30, 2008 and Jeffrey B. Ritchie and Kristi L. Ritchie, Trustees of The Jeff and Kristi Ritchie Living Trust dated October 30, 2008, all as tenants in common, as the owners

- (b) Title to said estate or interest is subject to the defects, liens, encumbrances or other matters shown in Schedule B, which are not necessarily shown in the order of their priority
- (c) Had said Parcel Map been recorded in the office of the County Recorder of said county, such map would be sufficient for use as a primary reference in legal descriptions of the parcels within its boundaries.

END OF SCHEDULE A

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 077-200-001, 077-200-044 and 077-200-045

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS

PARCEL 1: APN 077-200-001 (PORTION)

THAT PORTION OF THE NORTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS

THE NORTH 768.45 FEET OF THE WEST 623.72 FEET OF PARCEL NO. 1 OF PARCEL MAP NO. 2629 AS PER MAP RECORDED IN BOOK 27, PAGE 30 OF PARCEL MAPS, TULARE COUNTY RECORDS

THE ABOVE LEGAL DESCRIPTION IS SHOWN AS ADJUSTED PARCEL A, PURSUANT TO LOT LINE ADJUSTMENT NO. 2018-13, RECORDED DECEMBER 20, 2018 AS DOCUMENT NO. 2018-0071841 OF OFFICIAL RECORDS.

PARCEL 2: APN 077-200-001 (PORTION), 077-200-044 AND 077-200-045

THAT PORTION OF THE NORTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS PARCEL NO. 1 OF PARCEL MAP NO. 2629 AS PER MAP RECORDED IN BOOK 27, PAGE 30 OF PARCEL MAPS, TULARE COUNTY RECORDS

EXCEPTING THEREFROM ANY PORTIONS LYING WITHIN PARCELS 1 AND 2 OF PARCEL MAP NO. 2981 AS PER MAP RECORDED IN BOOK 30, PAGE 82 OF PARCEL MAPS, TULARE COUNTY RECORDS.

ALSO EXCEPTING THE SOUTH 324.17 FEET OF THE WEST 403 12 FEET OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS CONVEYED TO THE CITY OF VISALIA, A MUNICIPAL CORPORATION BY GRANT DEED RECORDED JULY 30, 2001 AS INSTRUMENT NO. 01-55097 OF OFFICIAL RECORDS

ALSO EXCEPTING THE NORTH 768.45 FEET OF THE WEST 623.72 FEET OF PARCEL NO 1 OF PARCEL MAP NO. 2629 AS PER MAP RECORDED IN BOOK 27, PAGE 30 OF PARCEL MAPS, TULARE COUNTY RECORDS

TOGETHER WITH THE PARCEL LABELED "REMAINDER" AS SHOWN ON PARCEL MAP NO 4452, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER PARCEL MAP RECORDED IN BOOK 45, PAGE 57 OF PARCEL MAPS, TULARE COUNTY RECORDS

THE ABOVE LEGAL DESCRIPTION IS SHOWN AS ADJUSTED PARCEL B, PURSUANT TO LOT LINE ADJUSTMENT NO. 2018-13, RECORDED DECEMBER 20, 2018 AS DOCUMENT NO. 2018-0071841 OF OFFICIAL RECORDS

SCHEDULE B

END OF SCHEDULE B

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds, or (2) that result in no loss to the Assured
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property, or (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records
- (g) (1) Unpatented mining claims, (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records

GUARANTEE CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean

- (a) the "Assured" the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company
- (b) "Land" the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage" mortgage, deed of trust, trust deed, or other security instrument
- (d) "Public Records" those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge
- (e) "Date of Guarantee" the Date of Guarantee set forth in Schedule A
- (f) "Amount of Liability" the Amount of Liability as stated in Schedule A

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required, provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice

NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS: DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4 (a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

(continued)

5. PROOF OF LOSS OR DAMAGE

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay, or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is oblidated to pay

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4

7. LIMITATION OF LIABILITY

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company

8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto

9. PAYMENT OF LOSS

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

(continued)

11. ARBITRATION

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules") Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is Two Million And No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of Two Million And No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company

13. SEVERABILITY

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect

14. CHOICE OF LAW; FORUM

- (a) Choice of Law. The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.
 - Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum. Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at

Chicago Title Insurance Company P O Box 45023 Jacksonville, FL 32232-5023 Attn Claims Department

END OF CONDITIONS