

Exhibit "C"

JOINT USE AGREEMENT

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RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

Stratford Schools, Inc.
12930 Saratoga Avenue, Suite A-2
Saratoga, CA 95070
Attn.: Clay Stringham

Space above this line for Recorder's use only

DRAFT

JOINT USE AGREEMENT BETWEEN CITY OF SUNNYVALE AND STRATFORD SCHOOL, INC. FOR RECREATION PURPOSES OF THE RAYNOR PARK RECREATION AREAS

THIS JOINT USE AGREEMENT dated _____, 2013; ("JOINT USE AGREEMENT") is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and ; STRATFORD SCHOOL, INC., a California Corporation ("STRATFORD").

WHEREAS, STRATFORD and CITY have entered into a Purchase and Sales Agreement whereby STRATFORD may purchase from CITY the Raynor Activity Center located at 1500 Partridge Avenue, Sunnyvale, CA, a 3.45 acre site, more or less, including easements for two parking lots (the "Property") more particularly described in Exhibit "A", attached hereto, for private school purposes and related activities, and to provide recreational programs and after school sports, such as soccer, softball, field hockey, and flag football; and

WHEREAS, under the terms of the Purchase and Sales Agreement, purchase of the Property is conditioned upon STRATFORD procuring, through application to the CITY, including environmental review, a use permit together with conditions from the CITY for the operation of a private school on the Property (collectively the "Use Permit"); and

WHEREAS, the CITY owns and maintains the Raynor Park open space area ("Open Space"), which includes two ball fields, located adjacent to the Property, identified as Parcel 1 of the Parcel Map filed for record on _____, 20____, in Book ____ of Maps, Page _____, Official Records of Santa Clara County, California; and

WHEREAS, the parties acknowledge that the Open Space is part of the CITY's parks system and is operated as part of the CITY's recreational program for the benefit of the general public, and

WHEREAS, the CITY manages and operates the Open Space on a reservation system for Raynor Park Joint Use Agreement

the use and enjoyment of organized sports teams and of the general public on a reservation fee basis; and

WHEREAS, in the event the Use Permit is issued and the sale of the Property is completed, the parties wish to manage and share the Open Space pursuant to the terms and condition of this Joint Use Agreement

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. STRATFORD Rights and Obligations

- (a) CITY shall provide STRATFORD priority use of certain areas of the Raynor Park area in the locations designated as Area 1 and Area 2, as shown on Exhibit "B" attached hereto and incorporated herein by reference. Specifically, during regular school hours of Monday through Friday, 8:00 a.m. to 3:00 p.m. during the regular school year (approximately late August early June). At times during the priority use period defined above when field Area 1 is not actually being used by STATFORD, the area will be available for public use. During the summer session STRATFORD may use field areas within Raynor Park on a space available basis on school days 8:00 a.m. to 3:00 p.m. The remaining areas of the Raynor Park Area are available for use by the public and other groups and individuals in accordance with the CITY's reservation system.
- (b) STRATFORD is permitted to have priority use of Area 1 and Area 2 of Exhibit "B" during certain months and during certain hours according to the "After School Hours and Schedule" attached hereto as Exhibit "C" and incorporated herein by reference. At times during the After School Hours and Schedule period defined by Exhibit A when Area 1 and 2 are not actually being used by STATFORD, the area will be available for public use. The remaining dates and times for use of the Raynor Park Area are available for use by the public and other groups and individuals in accordance with the CITY's reservation system.
- (c) STRATFORD shall provide the CITY a report by August 15 of each year the schedule of Stratford "After Hour" uses on revised dates and times when it does not intend to use the fields. This will allow the CITY to make the fields available to other groups. The STRATFORD "After Hour" uses are from 4:00 p.m. to 5:30 p.m. Wednesday and Thursday, and 4:00 p.m. to 6:00 p.m. on Fridays during the months of February through May; and, 4:00 p.m. to 5:00 p.m. Thursday and 4:00 p.m. to 6:00 p.m. on Fridays during the months of September through November. Additional after hours use by Stratford not specifically noted within this agreement, will be on availability of space with no impact to the other groups using the open space area. STRATFORD shall not have the ability to use its reserved times to allow other third party groups to use the fields or basketball court.
- (d) In consideration of continued field usage by STRATFORD during the term of this agreement, STRATFORD agrees that it will make its best efforts (including granting preferential enrollment privileges to qualified Sunnyvale residents to the extent allowable by applicable laws) to maintain at the Raynor campus at least 51% of its students residing in the City of Sunnyvale. STRATFORD agrees that it will provide the CITY a written statement as to its current total enrollment and percentage of Sunnyvale residents on or about June 1 of each year. Enrollment of students at the school shall be at least 51% Sunnyvale residents and shall be maintained above 51% based on a five year rolling average. The rolling average will be calculated in year five of the agreement and in each subsequent year as enrollment figures are provided. If enrollment at the school drops below 51% (based on five year rolling average) in any year, STRATFORD agrees to develop a plan to bring itself into compliance. STRATFORD shall have up to one year to cure its noncompliance with this provision during which time STRATFORD agrees to pay for each hour of priority field use the amount

listed in the CITY's then current master fee schedule for sports field rental (currently \$25 per hour, \$175 per day max). STRATFORD agrees to pay monthly for field usage until such time that noncompliance can be cured (up to one year). If STRATFORD reports that the five year rolling average is below 51% for two consecutive years, City Staff and STRATFORD shall work to develop an acceptable alternative plan for usage of the fields. Failure to arrive at such an agreement shall be grounds to terminate Stratford's priority field use rights of Area 1, as defined in Sections 1(a-c) of this agreement. Notwithstanding the above, any decision to terminate or modify the agreement would not be made by the City prior to holding a public hearing before the City Council and an affirmative vote of the City Council to terminate this Agreement pursuant to this paragraph.

- (e) STRATFORD shall allow use of two parking lots that will have easements for use by the general public, one located on Partridge Avenue and the other parking lot located adjacent and perpendicular to the Partridge Parking Lot. The parking lots shall be open for public parking after 5:00 p.m. on weekdays until park closing, and all day Saturdays and Sundays during park hours. The right for public parking is included as an easement on the preliminary parcel map and is considered a perpetual right that shall survive the term or termination of this agreement.
- (f) In consideration therefore, STRATFORD will construct a basketball court for CITY in an area adjacent to the school site, shown as AREA 2 on Exhibit A, at no cost to the CITY. The basketball court shall not include lighting for night time use. So long as this Agreement is in effect, STRATFORD shall maintain the basketball court at no expense to the CITY following construction. The courts shall be maintained in a clean and safe condition for public use at all times, subject to subsection (g), below. Maintenance includes restriping and resurfacing as necessary to keep it in a safe playable condition.
- (g) STRATFORD shall have priority use of the basketball court from 8:00 a.m. to 6:00 p.m. on school days during the regular school year (approximately late August to early June). Stratford shall have priority use of the basketball ball court on a priority basis from 8:00 a.m. to 3:00 p.m. on days summer school is in session. STRATFORD shall make available the basketball court for use by the general public after the school hours listed above, and during all park hours on non-school days.
- (h) STRATFORD shall be required to make application for and procure a building permit for construction of the basketball court. STRATFORD shall furnish all labor, tools, equipment, apparatus, and materials necessary to perform and complete in a good workmanlike manner. The court will be constructed within one year of the date of this agreement and construction plans of the court are subject to review and approval as part of the Use Permit process for the School.
- (i) STRATFORD shall complete design of the basketball court in accordance with applicable City standards. CITY shall have the right to review and approve construction plans and inspect the work until completion.

2. CITY Rights and Obligations

- (a) CITY shall supply any documents or information to which the CITY has access or possession required by STRATFORD for construction of the basketball court.
- (b) CITY shall operate a reservation system for use of the Raynor Park Open Space Area by the general public, including user groups and sports leagues. The CITY shall be responsible to resolve any matters which arise concerning the use of the fields by STRATFORD, the general

public and user groups; however STRATFORD shall reasonably assist the CITY to resolve conflicts when the conflict relates to STRATFORD uses or activities.

- (c) CITY shall provide utilities necessary to maintain the fields at no expense to STRATFORD.
- (d) CITY shall be responsible for maintenance of the Open Space area, and repair damage by work efforts or activities of CITY work crews and/or individuals employed by the CITY.
- (e) City has the right to close the park open space area during winter months due to weather conditions or field conditions. The City also reserves the right to close the field for normal maintenance or improvements at any time and will work with STRATFORD to try and accommodate field use in other areas of the Park during periods of closure.
- (f) CITY shall be responsible for keeping all sidewalks and walkways abutting the ball fields in good condition and free of weeds.
- (g) CITY shall have the option to manage the basketball courts by members of the general public through its recreational reservation system in coordination with the STRATFORD's use of the facilities.

3. Maintenance Obligations of STRATFORD

- (a) So long as this Agreement is in effect, STRATFORD shall maintain the basketball court in a clean and debris free manner at its expense. STRATFORD shall also remove any graffiti that occurs.
- (b) STRATFORD shall notify City 14 calendar days in advance of any intention to install improvements or engage in other activities at the Property that affects the public areas, such as sidewalks parking lots or recreational facilities.
- (c) STRATFORD shall be responsible for the maintenance and repair of the parking lot adjacent to Building 7 of the Raynor Activity Center that extends out to Partridge Avenue.

4. Consideration

In consideration of the above improvements and services provided by STRATFORD at STRATFORD'S expense for labor, materials, equipment and supplies, STRATFORD is permitted to use the Open Space areas identified as Area 1 and Area 2 of Exhibit "B" at Raynor Park as set forth in this Agreement, subject to the limitations on hours and in cooperation with uses by the general public and sports leagues which reserve the fields through the CITY's reservation system.

5. Compliance with Laws

STRATFORD shall comply with all federal, state, county and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Joint Use Agreement.

6. Independent Contractor

STRATFORD is acting as an independent contractor in furnishing the services or materials and performing the work required by this Joint Use Agreement and is not an agent, servant or employee of CITY. Nothing in this Joint Use Agreement shall be interpreted or construed as creating

or establishing the relationship of agency between CITY and STRATFORD

7. Indemnity

STRATFORD shall indemnify and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property arising out of or in any way connected with the act, omission or negligence of STRATFORD, its officers, employees, agents, in connection with STRATFORD'S performance under this Joint Use Agreement.

CITY shall indemnify and hold harmless STRATFORD, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property arising out of or in any way connected with the act, omission or negligence of CITY, its officers, employees, agents, in connection with the CITY's performance under this Joint Use Agreement.

8. Insurance

STRATFORD shall and will, at own cost, take out and maintain without interruption during the life of this Agreement in such form and with a company or companies satisfactory to the CITY policies of the following types of insurance:

(a) Single limit coverage applying to bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than Two Million Dollars (\$2,000,000) providing coverage on an "occurrence" basis and not an "accident" basis; provided, however, as follows:

(1) CITY shall be named as an additional insured in all said insurance policies;

(2) A contractual liability endorsement shall be included in each insurance policy, extending coverage to include liability assumed under paragraph 8 above; and,

(b) CITY is self insured for all obligations assumed under this Joint Use Agreement.

9. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

10. Effective Date; Time for Performance

This Agreement shall not be effective unless and until Close of Escrow, as that term is defined in the Purchase and Sale Agreement. The effective date of this Agreement shall be the date of Close of Escrow, and it shall continue from the effective date for a period of 25 years. In the event there is no Close of Escrow under the Purchase and Sale Agreement, this Agreement shall be null and void and of no force or effect.

11. Term/Termination

This Joint Use Agreement shall be in effect for 25 years and may be renewed for two 10-year

extensions upon the written consent of both parties. Without limitation to such rights or remedies the parties shall otherwise have by law, STRATFORD shall have the right to terminate this Agreement for any reason upon 12 month's written notice to the CITY.

If STRATFORD defaults in the performance of this Joint Use Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to STRATFORD without any obligation to assist STRATFORD in identifying reasonably comparable recreational facilities. Prior to termination, the CITY shall give written notice to STRATFORD and allow 30 days for STRATFORD to cure any breaches in its performance; provided, however, that if a breach is of a nature that it cannot reasonably be cured within 30 days, and if STRATFORD is diligently working towards curing the breach, STRATFORD shall be allowed a reasonable time to cure the breach, not to exceed 90 days.

12. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the joint use of the recreational facilities. No modification or amendment of this Joint Use Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

13. Legal Action; Attorney Fees

Any disputes arising from the performance of this Joint Use Agreement shall be resolved according to the laws of the State of California, County of Santa Clara, irrespective of any claim of diversity of citizenship or other jurisdictional conditions. Each party shall be responsible for its own attorney's fees in the prosecution of any legal action arising from this Joint Use Agreement.

14. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws the State of California.

15. Counterparts

This Agreement may be executed in two or more counterparts, which when compiled shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement. ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

STRATFORD SCHOOL, INC.

By _____
City Attorney

By: _____
Name and Title: _____

EXHIBITS:

EXHIBIT "A" – Legal Description of STRATFORD Property

EXHIBIT "B" – Aerial of Raynor Park Designated Areas for Use by Stratford School

EXHIBIT "C" – After School Hours and Schedule

EXHIBIT A
TO PARK JOINT USE AGREEMENT

Legal Description of Stratford Property

Attached



Legal Description

PARCEL 2 (Raynor Park)

Real property situate in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

Being a portion of Parcel One as described in that certain Agreement for Sale of Real Property, between Santa Clara Unified School District and City of Sunnyvale, a municipal corporation, recorded July 3, 1979 in Book E611 at Page 549, Official Records of Santa Clara County and a portion of the lands described in that certain Deed of Dedication for Public Street Purposes, conveyed from Jefferson Union School District of Santa Clara County to City of Sunnyvale, recorded in Book 4979 at Page 304, Official Records of said County, more particularly described as follows:

Beginning at the southwesterly corner of the lands described in said Deed of Dedication (4979 O.R. 304), said corner being also a point on the westerly line of Quail Avenue, being 62.00 feet in width;

Thence leaving said corner and along said westerly line of Quail Avenue and being also the westerly line of said Deed of Dedication (4979 O.R. 304), North $01^{\circ}20'00''$ West, 647.18 feet to the beginning of a tangent curve to the left, having a Radius of 40.00 feet;

Northwesterly along said curve, through a central Angle of $92^{\circ}14'30''$, for an arc Length of 64.40 feet to the southerly line of Dunford Way, being 62.00 feet in width, as said southerly line was established by said Deed of Dedication (4979 O.R. 304);

Thence along said southerly line of Dunford Way, South $86^{\circ}25'30''$ West, 336.59 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence leaving said point and said southerly line of Dunford Way, the following ten (10) courses and distances:

1. South $01^{\circ}21'02''$ East, 464.90 feet;
2. South $88^{\circ}38'58''$ West, 185.42 feet;
3. North $01^{\circ}21'02''$ West, 6.59 feet to the beginning of a tangent curve to the left, having a Radius of 15.00 feet;
4. Northwesterly along said curve, through a central Angle of $65^{\circ}00'00''$, for an arc Length of 17.02 feet;
5. North $66^{\circ}21'02''$ West, 9.90 feet;
6. South $88^{\circ}38'58''$ West, 110.88 feet;
7. North $01^{\circ}21'02''$ West, 15.56 feet to the beginning of a tangent curve to the left, having a Radius of 5.00 feet;
8. Northwesterly along said curve, through a central Angle of $90^{\circ}00'00''$, for an arc Length of 7.85 feet;
9. South $88^{\circ}38'58''$ West, 42.98 feet to the beginning of a tangent curve to the left, having a Radius of 20.00 feet;
10. Southwesterly along said curve, through a central Angle of $20^{\circ}29'15''$, for an arc Length of 7.15 feet to a point of intersection of a line drawn 31.00 feet easterly, right angle measurement, from the

westerly line of said Deed of Dedication (4979 O.R. 304), said westerly line being also the center line of Partridge Avenue;

Thence along said parallel line, North $01^{\circ}21'02''$ West, 360.64 feet;

Thence leaving said parallel line, the following three (3) courses and distances:

1. North $40^{\circ}21'22''$ East, 13.43 feet;
2. South $49^{\circ}38'38''$ East, 7.46 feet;
3. North $88^{\circ}38'58''$ East, 6.00 feet to a point of intersection with the northerly prolongation of the easterly line of said Deed of Dedication (4979 O.R. 304), said point being also at the intersection of a line drawn 51.50 feet easterly, right angle measurement, from the center line of said Partridge Avenue;

Thence along said parallel line, the following eight (8) courses and distances:

1. South $01^{\circ}21'02''$ East, 48.67 feet to the beginning of a tangent curve to the left, having a Radius of 4.00 feet;
2. Southeasterly along said curve, through a central Angle of $90^{\circ}00'00''$, for an arc Length of 6.28 feet;
3. North $88^{\circ}38'58''$ East, 88.90 feet to the beginning of a tangent curve to the left, having a Radius of 4.00 feet;
4. Northeasterly along said curve, through a central Angle of $90^{\circ}00'00''$, for an arc Length of 6.28 feet;
5. North $01^{\circ}21'02''$ West, 29.38 feet to the beginning of a tangent curve to the left, having a Radius of 30.00 feet;
6. Northwesterly along said curve, through a central Angle of $55^{\circ}00'00''$, for an arc Length of 28.80 feet;
7. North $56^{\circ}21'02''$ West, 8.42 feet to the beginning of a tangent curve to the right, having a Radius of 40.00 feet;
8. Northwesterly along said curve, through a central Angle of $57^{\circ}06'14''$, for an arc Length of 39.87 feet to said southerly line of Dunford Way;

Thence along said southerly line of Dunford Way, North $86^{\circ}25'30''$ East, 288.45 feet to the **TRUE POINT OF BEGINNING** of this description.

Containing an area of 3.546 acres, more or less.

For BKF Engineers



John Koroyan, P.L.S. No. 8883

SEPT. 10, 2013

Dated



Exhibit "B"
**AERIAL OF RAYNOR PARK DESIGNATED AREAS FOR USE BY STRATFORD
SCHOOL**

EXHIBIT "B"

Aerial of Raynor Park Designated Areas for Use by Stratford School



Exhibit "C"
AFTER SCHOOL HOURS AND SCHEDULE

**Stratford School Raynor Park Usage
After School Hours and Schedule**

EXHIBIT "C"

Stratford Reservation

Stratford to use available open space

<u>Use Description</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Soccer Games		4:00 - 5:30 Wed & Thurs										
Soccer Practice		3:30 - 4:30 Mon & Tues										
Softball Games		4:00 - 6:00 Friday										
Softball Practice		3:30 - 4:30 Mon & Wed										
Field Hockey									4:00 - 6:00 Fri			
Flag Football Games									4:00 - 5:00 Thurs			
Flag Football Practice									4:00-5:00 Tues & Thur			
Summer School (Primarily Day use)						Available Space						

Exhibit "D"

TITLE COMPANY PRELIMINARY TITLE REPORT



First American Title

First American Title Company

6683 Owens Drive
Pleasanton, CA 94588

Order Number: 0192-4172936 (JR)

Title Officer: Jim Rhoden
Phone: (925)738-4044
Fax No.: (866)493-5440
E-Mail: jrhoden@firstam.com
Property: Partridge Ave
Sunnyvale, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this 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 below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations 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 Exhibit A attached. 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 Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A 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.

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.

Dated as of September 18, 2012 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

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

CITY OF SUNNYVALE, A MUNICIPAL CORPORATION

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

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2012-2013, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2011-2012 are exempt.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Rights of the public in and to that portion of the land lying within the lines of Quail Avenue and Peacock Avenue.
5. A Deed of Trust to secure an original indebtedness of \$1,320,000.00 recorded July 3, 1979 as Instrument No. 6420629 in Book E611, Page 557 of Official Records.
Dated: June 25, 1979
Trustor: City of Sunnyvale
Trustee: Universal Title Corporation, a California corporation
Beneficiary: Santa Clara Unified School District

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable 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. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Sunnyvale , County of Santa Clara, State of California, described as follows:

PARCEL ONE:

THAT PORTION OF THAT CERTAIN 38.723 ACRE TRACT IN THE QUITO RANCHO DESIGNATED AS PARCEL 2 IN THE DEED FROM NANCY SCHERMERHORN, ET AL, TO IGNAZIO CASTELLO AND ROSALIA CASTELLO, HIS WIFE, DATED OCTOBER 16, 1946 AND RECORDED NOVEMBER 7, 1946 IN BOOK 1399 OF OFFICIAL RECORDS, AT PAGE 289 IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY, WHICH PORTION IS MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 2 DESCRIBED IN AFORESAID DEED; THENCE SOUTH 1°20'00" EAST ALONG THE EASTERLY LINE OF SAID PARCEL FOR A DISTANCE OF 584.20 FEET TO A POINT IN SAID EASTERLY LINE; THENCE AT A RIGHT ANGLE SOUTH 88°40'00" WEST FOR A DISTANCE OF 808.33 FEET; THENCE AT A RIGHT ANGLE NORTH 1°20'00" WEST FOR A DISTANCE OF 523.60 FEET TO A POINT WHICH IS SOUTHERLY 30 FEET AT RIGHT ANGLES TO THE NORTHERLY LINE OF THE AFORESAID PARCEL HEREINABOVE REFERRED TO; THENCE WESTERLY ALONG A LINE PARALLEL TO AND 30 FEET SOUTHERLY OF THE SAID NORTHERLY LINE SOUTH 86°30' WEST FOR A DISTANCE OF 418.03 FEET TO A POINT IN THE WESTERLY LINE OF SAID PARCEL 2, AS DESCRIBED IN AFORESAID DEED, THENCE NORTH 1°20' WEST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 30.02 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE NORTH 86°30' EAST ALONG THE NORTHERLY LINE OF SAID PARCEL 2 FOR A DISTANCE OF 1226.94 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

BEGINNING AT A STEEL PIPE SET IN THE WESTERLY LINE OF "TRACT NO. 1830 LA LINDA MEADOWS, UNIT NO. 2", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JULY 23, 1957 IN BOOK 84 OF MAPS AT PAGES 28 AND 29, AT THE SOUTHEASTERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE DEED FROM IGNAZIO CASTELLO, ET UX, TO JEFFERSON SCHOOL DISTRICT OF SANTA CLARA COUNTY, DATED MAY 11, 1955, RECORDED AUGUST 23, 1955 IN BOOK 3261 OF OFFICIAL RECORDS, PAGE 196 SANTA CLARA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING SOUTH 1°20' EAST ALONG WESTERLY LINE 135.000 FEET; THENCE SOUTH 88° 40' WEST AND PARALLEL WITH THE SOUTHERLY LINE OF LAND SO DESCRIBED IN THE DEED TO SAID JEFFERSON SCHOOL DISTRICT 808.33 FEET; THENCE NORTH 1° 20' WEST AND PARALLEL WITH SAID WESTERLY LINE OF TRACT NO. 1830, FOR A DISTANCE OF 135.00 FEET TO A STEEL PIPE SET AT AN ANGLE POINT IN THE SAID SOUTHERLY LINE OF LAND SO DESCRIBED IN THE DEED TO SAID JEFFERSON SCHOOL DISTRICT; THENCE NORTH 88° 40' EAST ALONG SAID LAST NAMED LINE 808.33 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM PARCEL ONE AND TWO, THOSE PORTIONS CONVEYED TO THE CITY OF SUNNYVALE FOR PUBLIC STREET PURPOSES AND RECORDED ON NOVEMBER 10, 1960, IN BOOK 4979, PAGE 304, AND RECORDED JUNE 16, 1965, IN BOOK 6995, PAGE 318.

PARCEL THREE:

BEGINNING AT A-POINT ON THE WESTERLY LINE OF "TRACT NO. 1830, LA LINDA MEADOWS, UNIT NO.2", A MAP OF WHICH WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON JULY 23, 1957 IN BOOK 84 OF MAPS, AT PAGES 28 AND 29, DISTANCE THEREON SOUTH 1°20' EAST 135.00 FEET FROM A STEEL PIPE SET AT THE SOUTHEASTERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE DEED FROM

IGNAZIO CASTELLO, ET UX, TO JEFFERSON SCHOOL DISTRICT OF SANTA CLARA COUNTY, DATED MAY 11, 1955, RECORDED AUGUST 23, 1955 IN BOOK 3261 OFFICIAL RECORDS, PAGE 196, SANTA CLARA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING SOUTH 1°20' EAST ALONG SAID WESTERLY 288.00 FEET; THENCE, SOUTH 88°40' WEST AND PARALLEL WITH THE SOUTHERLY LINE OF LAND SO DESCRIBED IN THE DEED TO SAID JEFFERSON SHOOOL DISTRAICT, 567.91 FEET; THENCE NORTH 1°20' WEST AND PARALLEL WITH SAID WESTERLY LINE OF TRACT NO. 1830, FOR A DISTANCE OF 151.00 FEET; THENCE NORTH 50°00'EAST, 43.00 FEET THENCE NORTH 1°20' WEST AND PARALLEL WITH SAID WESTERLY LINE OF TRACT NO. 1830 FOR A DISTANCE OF 110.14 FEET TO POINT ON A LINE WHICH IS PARALLEL WITH AND DISTANT SOUTHERLY 135.00 FEET AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF LAND SO DESCRIBED IN THE DEED TO SAID JEFFERSON SCHOOL DISTRICT; THENCE NORTH 88°40' EAST ALONG SAID PARALLEL LINE 534.3 FEET TO THE POINT OF BEGONNING.

APN: 313-24-031

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

**EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**CLTA/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; (d) improvements on the Land;
 - (b) zoning; (e) land division; and
 - (c) land use; (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.

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.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ALTA 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:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) 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) a notice of exercising the right appears in the public records on the Policy Date

- (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) 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:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land

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

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.

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 or 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.

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 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, 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.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

ATTACHMENT C
JOINT USE AGREEMENT

See Exhibit C of Attachment B