

**DIRECTING THE PURCHASE OR
CONDEMNATION OF A PARCEL OF LAND
COMMONLY REFERRED TO AS THE CLARK
PROPERTY (DEKALB TAYLOR MUNICIPAL
AIRPORT RUNWAY APPROACH).**

WHEREAS, the City of DeKalb is a home rule Illinois municipal corporation (“the City”) with the powers and authority conferred upon it by virtue of the Illinois Constitution of 1970, the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et. seq.*, and the City Code of the City of DeKalb; and,

WHEREAS, the City operates the DeKalb Taylor Municipal Airport (“the Airport”) for the convenience of the public and for the use and development of business enterprises within and near the City; and,

WHEREAS, in order to provide for the safe operation of the Airport and the maintenance of required approach areas to the runways at the Airport, the City has investigated the purchase of a parcel of property commonly referred to as the Clark Property, which property is legally described in the attached Exhibit A, Title Commitment for the parcel (“the Property”); and,

WHEREAS, the Property is necessary, convenient and advantageous for use by the City of DeKalb; and,

WHEREAS, the City hereby makes all findings and determinations required by law relating to the purchase of property for grant-funded purposes relating to the Airport; and,

WHEREAS, the current location and orientation of trees, plants and structures upon the Property creates actual interference with the approach path for aircraft using a designated precision approach to the Airport, and there is no way of correcting or mitigating this conflict other than the acquisition of the Property and the removal of the trees and structures in question; and,

WHEREAS, the presence of obstructions within the approach pathway of aircraft presents a clear and imminent threat to the public health, welfare and safety for those using the Airport or those in the vicinity of the Airport; and,

WHEREAS, in accordance with Illinois law, the City has obtained an appraisal for the Property, which appraisal has been reviewed and approved by the Illinois Department of Transportation Division of Aeronautics, and which appraisal represents the current and accurate fair market value of the Property; and,

WHEREAS, the City has negotiated in good faith with the owner of the Property, which owner has failed and refused to accept the City’s offer of payment of fair market value, plus relocation expenses

as provided by law, and which owner has demanded a payment substantially in excess of the fair market value of the property, which demand is unsupported by current appraisals or current land market values; and,

WHEREAS, if the City does not acquire the Property, the approach to the Airport will be jeopardized by the continuing presence of the approach obstructions on the Property; and,

WHEREAS, the City has previously acquired an avigation easement over the Property, and has previously sustained the judicial findings associated with the necessity of condemnation of private property for public use; and,

WHEREAS, the proposed use of the Property is for a public purpose (access to the Airport, stormwater and detention improvements, open space, and related airport purposes) in accordance with applicable federal, state and local law, and the City makes all findings of necessity required by law to authorize and justify the exercise of the City's power of eminent domain to condemn and acquire the Property; and,

WHEREAS, the Property is located at a location critical to the safe future operation of the Airport; now

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. The above recitals are hereby specifically incorporated into the terms of this Ordinance.

Section 2. City staff and the City Attorney are authorized and directed to take all steps as shall be necessary to effectuate the purchase or acquisition by eminent domain of the Property, and to secure and receive grant funds related to said purchase. The City Attorney, Dean Frieders, is authorized and directed to execute any documents on behalf of the City relating to the acquisition of the Property by voluntary purchase or by condemnation, in accordance with the City's powers of condemnation, at a price representative of the fair market value of the Property, in accordance with applicable law.

Section 3. That all actions of the City Attorney, the City Manager and other agents and employees of the City of DeKalb heretofore taken in acquiring this property are expressly ratified and accepted by the City Council.


Section 4.

REPEALER: All ordinances or portions thereof in conflict with this Ordinance are hereby temporarily suspended during the term that this Ordinance remains enforceable.

SEVERABILITY: Should any provision of this Resolution be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this Resolution.

ADOPTED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 29th day of May, 2012 and approved by me as Mayor on the same day. First and second reading on May 29, 2012. Roll call vote 7-0-1. Aye: Jacobson, Teresinski, Lash, Gallagher, Naylor, O'Leary, Povlsen. Absent: Baker.

ATTEST:



DIANE K. WRIGHT, City Clerk



KRIS POVLSSEN, Mayor



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COMMITMENT FOR TITLE INSURANCE



Chicago Title Insurance Company

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, herein called the Company, for valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued By:

CHICAGO TITLE COMPANY, LLC
2128 MIDLANDS CT, STE 108
SYCAMORE, IL 60178

Refer Inquiries To:
(815)758-5900

CHICAGO TITLE INSURANCE COMPANY

By

Authorized Signatory



Commitment No.: 1410 000151150 DK



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CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

YOUR REFERENCE: ANBDC TRUST #2885 (CITY OF DEKALB)

ORDER NO.: 1410 000151150 DK

EFFECTIVE DATE: DECEMBER 8, 2011

1. POLICY OR POLICIES TO BE ISSUED:

OWNER'S POLICY: ALTA OWNER'S 2006 W/SIGNATURE
AMOUNT: \$5,000.00
PROPOSED INSURED: CITY OF DEKALB

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS AT THE EFFECTIVE DATE VESTED IN: THE AMERICAN NATIONAL BANK OF DEKALB COUNTY, AS TRUSTEE PURSUANT TO A TRUST AGREEMENT DATED SEPTEMBER 23, 2004 AND KNOWN AS TRUST NO. 2885



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CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO. : 1410 000151150 DK

4A. LOAN POLICY 1 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

4B. LOAN POLICY 2 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE



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SCHEDULE A (CONTINUED)

ORDER NO.: 1410 000151150 DK

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:
 THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH,
 RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING
 AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE SOUTHERLY ALONG THE EAST
 LINE OF SAID NORTHWEST 1/4, 799.08 FEET TO THE CENTER LINE OF BARBER GREENE ROAD;
 THENCE WESTERLY AT AN ANGLE OF 93 DEGREES 15 MINUTES 07 SECONDS MEASURED
 COUNTERCLOCKWISE FROM SAID EAST LINE, ALONG SAID CENTER LINE, 1,338.69 FEET;
 THENCE CONTINUING WESTERLY AT AN ANGLE OF 179 DEGREES 27 MINUTES MEASURED
 COUNTERCLOCKWISE FROM SAID CENTER LINE, ALONG SAID CENTER LINE, 635.0 FEET FOR A
 POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID CENTER LINE, 265.00
 FEET; THENCE NORTHERLY AT RIGHT ANGLE TO SAID CENTER LINE, 562.00 FEET; THENCE
 EASTERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 375.00 FEET; THENCE
 SOUTHERLY AT AN ANGLE OF 82 DEGREES 01 MINUTES 27 SECONDS MEASURED
 COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 216.67 FEET; THENCE WESTERLY AT
 AN ANGLE OF 97 DEGREES 58 MINUTES 33 SECONDS MEASURED COUNTERCLOCKWISE FROM THE
 LAST DESCRIBED COURSE, 60.0 FEET; THENCE SOUTHERLY AT AN ANGLE OF 93 DEGREES 17
 MINUTES 03 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 348.00 FEET
 TO THE POINT OF BEGINNING, ALL IN CORTLAND TOWNSHIP, DEKALB COUNTY, ILLINOIS.



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COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO.: 1410 000151150 DK

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

GENERAL EXCEPTIONS

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
6. WE SHOULD BE FURNISHED A PROPERLY EXECUTED ALTA STATEMENT AND, UNLESS THE LAND INSURED IS A CONDOMINIUM UNIT, A SURVEY IF AVAILABLE. MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.
7. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.
- A 8. TAXES FOR THE YEARS 2010 AND 2011.

TAXES FOR THE YEAR 2010 ARE PAYABLE IN 2 INSTALLMENTS:

THE FIRST INSTALLMENT, AMOUNTING TO \$1,465.13, IS PAID OF RECORD.

THE SECOND INSTALLMENT, AMOUNTING TO \$1,465.13, IS PAID OF RECORD.

PERMANENT INDEX NUMBER: 09-17-100-015

NOTE: TAXES FOR THE YEAR 2011 ARE NOT YET DUE AND PAYABLE.
- B 9. MORTGAGE DATED SEPTEMBER 24, 2004 AND RECORDED SEPTEMBER 24, 2004 AS DOCUMENT 2004019737 MADE BY AMERICAN NATIONAL BANK OF DEKALB CO., AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 23, 2004 AND KNOWN AS TRUST NUMBER 2885 TO THE AMERICAN NATIONAL BANK OF DEKALB COUNTY TO SECURE A NOTE FOR \$210,000.00.
- I 10. PROCEEDING PENDING IN CIRCUIT COURT OF DEKALB COUNTY AS CASE NUMBER 04-ED-4, FILED APRIL 29, 2004 BY CITY OF DEKALB, A MUNICIPAL CORPORATION, AGAINST ROBERT S. CLARK, ETAL, FOR CONDEMNATION.
NOTE: LIS PENDENS NOTICE RECORDED APRIL 29, 2004 AS DOCUMENT NO. 2004008120.
NOTE: A COMPLETE EXAMINATION OF SAID PROCEEDING HAS NOT BEEN MADE.
- J 11. TERMS, POWERS, PROVISIONS AND LIMITATIONS OF THE TRUST UNDER WHICH TITLE TO THE LAND IS HELD.
- E 12. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.
- O 13. NOTE: THE LAND DESCRIBED IN SCHEDULE A EITHER IS UNSUBDIVIDED PROPERTY OR CONSTITUTES PART OF A SUBDIVIDED LOT. AS A RESULT, A PLAT ACT AFFIDAVIT SHOULD

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COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1410 000151150 DK

ACCOMPANY ANY CONVEYANCE TO BE RECORDED. IN THE ALTERNATIVE, COMPLIANCE SHOULD BE HAD WITH THE PROVISIONS OF THE PLAT ACT (765 ILCS 205/1 ET SEQ.).

- C 14. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS, LATERALS AND UNDERGROUND PIPES, IF ANY.
- D 15. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.
- F 16. PLAT AND CERTIFICATE OF SURVEY RECORDED MAY 31, 2000 AS DOCUMENT NUMBER 00006950.

NOTE CONTAINED ON PLAT:

APPROVED PER SECTION 4.02.D.2 OF THE DEKALB COUNTY ZONING ORDINANCE. THIS 3.96 ACRE PARCEL (PARCEL 1A), INCLUDING A HOUSE CONSTRUCTED PRIOR TO AUGUST 15, 1979, FROM A 40 ACRE PARCEL (PARCEL 1) DIVIDED FROM AN 170+ ACRE FARM. THE BALANCE OF PARCEL 1 (38 ACRES) IS NOT BUILDABLE FOR FUTURE RESIDENCES. THE REMAINDER OF THE FARM APPROXIMATELY 132 ACRES IS A BUILDABLE LOT.

- G 17. NOTE:

BY INSTRUMENT DATED JUNE 4, 1957 AND RECORDED SEPTEMBER 10, 1958 IN THE RECORDER'S OFFICE OF DEKALB COUNTY, ILLINOIS AS DOCUMENT NUMBER 292260, DEKALB TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST NO. 201, CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR THE PURPOSE OF A PUBLIC HIGHWAY THE LAND IN THE CAPTION THEREOF IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, LYING BETWEEN THE SURVEY LINE OF STATE AID ROUTE 12-B AND A LINE 40 FEET NORTHERLY AND PARALLEL TO (AS MEASURED AT RIGHT ANGLES) SAID SURVEY LINE.

- H 18. TERMS, CONDITIONS AND FEES CONTAINED IN THE DEKALB SANITARY DISTRICT ORDINANCE NO. 422 RECORDED NOVEMBER 10, 1998 AS DOCUMENT 98019263 REGARDING A FEE WHICH IS EXPRESSLY DESIGNED TO BE IN LIEU OF GENERAL TAXES WHICH IS TO BE IMPOSED ON ALL PROPERTY BEING SERVED BY THE DISTRICT WHICH IS NOT WITHIN THE CORPORATE BOUNDARIES OF THE DISTRICT, UNLESS SAID PROPERTY OUTSIDE SAID CORPORATE BOUNDARIES IS SERVED PURSUANT TO A WRITTEN AGREEMENT CONTAINING A PROVISIONS PROVIDING FOR SUBSTANTIALLY SIMILAR FEE IN LIEU OF TAXES.

- K 19. AVIGATION EASEMENT IN FAVOR OF CITY OF DEKALB RECORDED/FILED APRIL 14, 2005 AS DOCUMENT NO. 2005006658, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

- L 20. NOTE FOR INFORMATION (ENDORSEMENT REQUESTS):

ALL ENDORSEMENT REQUESTS SHOULD BE MADE PRIOR TO CLOSING TO ALLOW AMPLE TIME FOR THE COMPANY TO EXAMINE REQUIRED DOCUMENTATION.

(THIS NOTE WILL BE WAIVED FOR POLICY).

- M 21. INFORMATIONAL NOTE:
TO SCHEDULE CLOSINGS IN THE SYCAMORE OFFICE, PLEASE CALL: (815) 758-5900 or (815)756-7830.
FOR CLOSING INFORMATION/FIGURES, PLEASE CALL THE SCHEDULING OFFICE.



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COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1410 000151150 DK

N 22. COPIES OF THE COMMITMENT HAVE BEEN SENT TO:

HANSON PROFESSIONAL SERVICES
1525 S. 6TH STREET
SPRINGFIELD, ILLINOIS 62703
JGRIFFEL@HANSON-INC.COM

HANSON PROFESSIONAL SERVICES
1525 S. 6TH STREET
SPRINGFIELD, ILLINOIS 62703
JGRIFFEL@HANSON-INC.COM

** END **



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CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 or these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.

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CHICAGO TITLE INSURANCE COMPANY

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information or to set-up an Exchange, please call Scott Nathanson at (312) 223-2178 or Anna Barsky at (312) 223-2169.

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Effective Date: May 1, 2008

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transactions, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

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

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connections with an insurance transactions;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have had joint marketing agreements and/or
- To lenders, lien holders, judgement creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity.

Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.