

# ALTA COMMITMENT FOR TITLE INSURANCE issued by CHICAGO TITLE INSURANCE COMPANY

#### NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

Michael J. Nolan President

ATTEST: Mayoru Hemofua

Marjorie Nemzura

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#### **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I-Requirements; and
  - f. Schedule B. Part II-Exceptions: and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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#### 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I-Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

# 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

#### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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#### 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

#### 10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.



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# Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Campbell & Brannon

Issuing Office: One Buckhead Plaza, 3060 Peachtree Road NW, Suite 1735, Atlanta, GA 30305

Issuing Office's ALTA® Registry ID: 1037490

Commitment No.: B241797

Loan No.: N/A

Issuing Office File No.: B241797

Property Address: 6045 Highway 29, Royston, GA 30662

**SCHEDULE A** 

1. Commitment Date: July 17, 2024 at 12:00 AM

2. Policy to be issued:

a. ALTA Owners Policy (07/01/2021)

Proposed Insured: To Be Determined

Proposed Amount of Insurance: To Be Determined The estate or interest to be insured: Fee Simple

b. ALTA Lenders Policy (07/01/2021)

Proposed Insured: To Be Determined

Proposed Amount of Insurance: To Be Determined

The estate or interest to be insured: Fee Simple

- 3. The estate or interest in the Land at the Commitment Date is: Fee Simple.
- **4.** The Title is, at the Commitment Date, vested in: Sthavarasampada, LLC a Georgia Limited Liability Company by virtue of a Limited Warranty Deed from Tom A Corley and Eolyne Corley, dated January 10, 2023, filed of record on January 17, 2023 at 1:23p.m., arm recorded in Deed Book 1559, Page 63, Franklin County, Georgia Records.

5. The Land is described as follows:

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All that tract or parcel of land lying and being in the 1420th G.M. District of Franklin County, Georgia and being more particularly described as follows:

To find the true point of beginning, commence at the intersection of the centerline of U.S. Highway 29 (having a variable right-of-way) with the centerline of Hudson River, running thence South 80 degrees 30 minutes 00 seconds West, a distance of 65.0 feet to the intersection of the Southeasterly right-of-way of U.S. Highway 29 with the centerline of Hudson River and the True Point of Beginning; running thence along said right-of way North 28 degrees 16 minutes 37 seconds East, a distance of 356.21 feet to a calculated point; continuing thence along said right-of-way North 14 degrees 14 minutes 27 seconds East, a distance of 123.59 feet to a calculated point, continuing thence along said right-of-way North 28 degrees 16 minutes 37 seconds East, a distance of 210.00 feet to a calculated point; continuing thence along said right-of-way North 61 degrees 43 minutes 23 seconds West, a distance of 29.62 feet to a calculated point; continuing thence along said right-of-way North 28 degrees 16 minutes 37 seconds East, a distance of 444.68 feet to a calculated point; thence leaving said right-of-way and running South 55 degrees 11 minutes 04 seconds East, a distance of 429.10 feet to a calculated point; running thence North 25 degrees 40 minutes 12 seconds East, a distance of 120.02 feet to a calculated point; running thence South 64 degrees 19 minutes 07 seconds East, a distance of 38.23 feet to a calculated point; running thence North 85 degrees 01 minute 08 seconds East, a distance of 82.05 feet to a calculated point; running thence North 04 degrees 34 minutes 45 seconds West, a distance of 33.60 feet to a calculated point; running thence North 47 degrees 08 minutes 37 seconds East, a distance of 174.40 feet to a calculated point; running thence North 65 degrees 25 minutes 51 seconds West, a distance of 112.77 feet to a calculated point; running thence North 32 degrees 49 minutes 36 seconds East, a distance of 201.68 feet to a calculated point; running thence running South 52 degrees 07 minutes 56 seconds East a distance of 246.36 feet to a calculated point; running thence South 65 degrees 28 minutes 38 seconds East a distance of 82.52 feet to a calculated point; running thence South 89 degrees 16 minutes 45 seconds East a distance of 239.91 feet to a calculated point; running thence South 79 degrees 03 minutes 46 seconds East a distance of 277.68 feet to a calculated point; running thence North 79 degrees 01 minutes 35 seconds East a distance of 318.42 feet to a calculated point; thence South 86 degrees 54 minutes 54 seconds East a distance of 69.01 feet to a calculated point; running thence North 12 degrees 12 minutes 04 seconds West a distance of 158.09 feet to a calculated point; running thence South 83 degrees 36 minutes 55 seconds West a distance of 294.24 feet to a calculated point; running thence North 75 degrees 41 minutes 00 seconds West a distance of 339.50 feet to a calculated point; running thence North 60 degrees 03 minutes 00 seconds West a distance of 224.29 feet to a calculated point; running therice South 87 degrees 23 minutes 40 seconds East a distance of 68.51 feet to a calculated point; running thence Northeasterly along the right-of-way of Fowler Road (having a 66 foot assumed right-of-way) an arc a distance of 177.66 feet (said arc being subtended by a chord bearing North 89 degrees, 00 minutes, 21 seconds East, a chord distance of 176.89 feet, and having a radius of 550.56 feet) to a calculated point; running thence North 83 degrees 21 minutes 40 seconds East a distance of 287.64 feet to a calculated point; continuing thence Northeasterly along the right-of-way of Fowler Road (having a 66 foot assumed right-of-way) an arc a distance of 213.945 feet (said arc being subtended by a chord bearing North 87 degrees, 26 minutes, 58.00 seconds East, a chord distance of 213.220 feet, and having a radius of 749.59 feet) to a calculated point; thence leaving said right-of-way and running North 00 degrees 13 minutes 21 seconds East a distance 60.02 feet to a calculated point; running thence North 44 degrees 45 minutes 11 seconds East a distance of 174.54 feet to a calculated point; running thence North 75 degrees 45 minutes 34 seconds West a distance of 329.86 feet to a calculated point; running thence North 12 degrees 07 minutes 06 seconds East a distance of 60.52 feet to a calculated point; running thence North 77 degrees 19 minutes 00 seconds East a distance of 184.54 feet to a calculated point; running thence North 52 degrees 21 minutes 40 seconds East a distance of 233.25 feet to a calculated point, running thence North 28 degrees 32 minutes 44 seconds East a distance of 437.52 feet to a calculated point; running thence South 72 degrees 27 minutes 00 seconds East a distance of 210.00 feet to a calculated point; running thence South 65 degrees 53 minutes 00 seconds East a distance of 592.85 feet to a calculated point; running thence South 65 degrees 51 minutes 00 seconds East a distance of 156.00 feet to a calculated point, running thence South 64 degrees 45 minutes 00 seconds East a distance of 136.65 feet to a calculated point, running thence South 55 degrees 19 minutes 06 seconds East a distance of 182.27 feet to a calculated point; running thence South 51

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degrees 40 minutes 46 seconds East a distance of 378.22 feet to a calculated point; running thence South 28 degrees 36 minutes 10 seconds East a distance of 371.46 feet to a calculated point; running thence South 3 degrees 19 minutes 54 seconds West a distance of 363.49 feet to a calculated point; running thence South 30 degrees 19 minutes 21 seconds West a distance of 375.19 feet to a calculated point, running thence South 76 degrees 48 minutes 38 seconds West a distance of 364.19 feet to a calculated point; running thence South 86 degrees 33 minutes 50 seconds West a distance of 324.51 feet to a calculated point; running thence South 86 degrees 54 minutes 36 seconds West a distance of 301.70 feet to a calculated point; running thence North 85 degrees 09 minutes 20 seconds West a distance of 197.77 feet to a calculated point; running thence South 85 degrees 36 minutes 52 seconds West a distance of 299.36 feet to a calculated point; running thence North 89 degrees 23 minutes 40 seconds West a distance of 192.62 feet to a calculated point; running thence South 60 degrees 28 minutes 57 seconds West a distance of 282.61 feet to a calculated point; running thence South 61 degrees 38 minutes 40 seconds West a distance of 150.83 feet to a calculated point, running thence South 23 degrees 54 minutes 50 seconds West a distance of 59.77 feet to a calculated point; running thence South 03 degrees 48 minutes 06 seconds East a distance of 159.62 feet to a calculated point; running thence South 21 degrees 06 minutes 54 seconds East a distance of 66.53 feet to a calculated point; running thence South 02 degrees 50 minutes 28 seconds East a distance of 243.36 feet to a calculated point; running thence South 16 degrees 50 minutes 30 seconds East a distance of 227.30 feet to a calculated point; running thence North 39 degrees 09 minutes 58 seconds West a distance of 227.53 feet to a calculated point; running thence North 19 degrees 54 minutes 11 seconds West a distance of 172.63 feet to a calculated point; running thence North 54 degrees 22 minutes 45 seconds West a distance of 158.74 feet to a calculated point, running thence North 63 degrees 29 minutes 59 seconds West a distance of 165.90 feet to a calculated point; running thence North 82 degrees 07 minutes 38 seconds West a distance of 478.33 feet to a calculated point; running thence South 88 degrees 11 minutes 13 seconds West a distance of 341.18 feet to a calculated point; running thence South 80 degrees 30 minutes 00 seconds West a distance of 263.50 feet to a calculated point at the intersection of the centerline of U.S. Highway 29 (having a variable right-of-way) with the centerline of Hudson River and the point of beginning.

All as shown on that certain plat recorded in Plat Book 31, Page 643, Franklin County, Georgia Records.

Xam

Date: August 9, 2024 Campbell and Brannon, LLC Lindsey Rogers, Authorized Signatory

This Commitment is provided as an example for informational purposes only. It shall not be relied upon by any party until it is certified to the requesting party in writing, subject to additional requirements, including but not limited to any matters which may be filed or otherwise become known subsequent to the effective date included herein.

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# SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

- 1. The proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Limited Warranty Deed from Sthavarasampada LLC to To Be Determined conveying the Property
  - b. Security Deed from To Be Determined to To Be Determined securing the principal amount of To Be Determined.
- 5. If any party to the transaction is an artificial person, proof satisfactory to the Company that it is legally formed, in existence and in good standing, that the transaction has been duly authorized and that the persons who will execute the documents have been authorized to do so. If any of the members, of an entity is other than a natural person, same proof satisfactory to the Company for each nested entity until reaching all natural persons as owner of the entity.
- 6. Payment of all taxes and assessments assessed against the Land which are due and payable.

## Note for Information Only:

2023 County Taxes were paid in the amount of \$3,227.61. 2024 County Taxes will be Due on November 15, 2024 in the estimated amount of \$12,823.53.

- 7. Payment of all charges or assessments which are due and payable for water, sewer, sanitary services, garbage, or other utilities or services for which the county or municipality in which the Land is located has a lien.
- 8. The following must be furnished in form and substance satisfactory to the Company to delete or amend (in accordance with the facts established) the Exceptions set forth on Schedule B, Part II:
  - a. As to Exception Numbers 3 and 4: Receipt of a current accurate survey and surveyor's inspection report on the Land. Note: A current survey is not required for the following policies: Homeowner's Policy; Short Form Residential Loan Policy; and Short Form Expanded Coverage Residential Loan Policy.
  - b. As to Exception Number 5: Receipt of satisfactory proof in affidavit form establishing who is in possession of Subject Property, and under what right.

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- c. As to Exception Number 6: (i) Satisfactory proof that improvements and/or repairs or alterations to the Land are completed; that contractors, subcontractors, laborers and materialmen are paid in full at the agree price or (ii) if the loan is a construction loan, satisfactory proof that no work has begun, no materials delivered, no tools or equipment furnished and no services rendered on or with respect to the Land.
- d. As to Exception Numbers 2 and 7: Receipt of satisfactory proof of payment of all taxes, charges, assessments, levied and assesses against the Land, which are due and payable, together with an affidavit from the owner of The Land as of the date of insured instrument, stating that all taxes, charges, assessments, levied and assessed against The Land which are due and payable have been paid, and that said owner has no knowledge of any pending assessments.
- 9. Payment, cancellation and satisfaction of record of:

NONE

- 10. Final title policy will contain an ALTA 8.1 Environmental Endorsement when issued.
- 11. Final title policy will contain an ALTA 9 Comprehensive Endorsement when issued.

24 MONTH CHAIN OF TITLE: Sthavarasampada, LLC by virtue of a Limited Warranty Deed from Tom A Corley and Eolyne Corley, dated January 10, 2023, recorded in Deed Book 1559, Page 63, Franklin County, Georgia records.

AND By virtue of Warranty Deed from Tom A. Corley to Tom A. Corley and Eolyne D. Corley, dated 11/18/1994, as recorded at Deed Book 308, Page 39, filed on 12/12/1994, Franklin County, Georgia records.

MAP REFERENCE NO.: 049 054

2023 COUNTY TAXES WERE PAID IN THE AMOUNT OF \$3,227.61. 2024 COUNTY TAXES WILL BE DUE ON NOVEMBER 15, 2024</IF> IN THE ESTIMATED AMOUNT OF \$12,823.53.

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# SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I – Requirements are met.
   THE POLICY TO BE ISSUED PURSUANT TO THIS COMMITMENT WILL NOT INCLUDE THE LANGUAGE CONTAINED IN ITEM 1 ABOVE, COMMONLY REFERRED TO AS THE "GAP" EXCEPTION.
- 2. All taxes for the year 2024 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing or city or county taxes subsequent to the date herein.
- 3. Any encroachment, encumbrance, violation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
  Note: As to Loan Policy, may be deleted if policy amount does not exceed \$5,000,000.00. As to Owner's Policy, may be deleted with current and complete survey of the Land showing the improvements located thereon.
- 4. Easements or claims of easements, not shown by the Public Records.

  Note: May be deleted with Seller's Affidavit in acceptable form.
- 5. Rights or claims of parties in possession not shown by the Public Records.

  Note: May be deleted with Seller's Affidavit in acceptable form.
- 6. Liens or rights to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
  - Note: May be deleted with Seller's Affidavit in acceptable form.
- 7. Taxes or special assessments which are not shown as existing liens by the Public Records.

  Note: May be deleted with Seller's Affidavit in acceptable form.
- 8. Any right, interests, or claims of parties in possession of the Land not shown by the Public Records.

  Note: May be deleted with Seller's Affidavit in acceptable form.

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- 9. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Policy Date, and any adverse claim to all or part of the Land that is, at Policy Date, or was previously, under water.
- 10. Those taxes and special assessments imposed by governmental authority, including any additional taxes and/or penalties resulting from any reassessment, which become due and payable subsequent to the Policy Date.
- 11. Any lease, grant, exception or reservation of minerals or mineral rights. Nothing herein shall insure against loss or damage resulting from subsidence. This does not limit the coverage under Item 25 of Covered Title Risks.
- 12. All matters shown on the plat (if any) recorded in the county records.
- 13. Covenants, conditions, restrictions, easements and/or servitudes of record.
- 14. Any unpaid water bills, sewer, solid waste, sanitation bills and all other sums outstanding and owed to a government or governmental authority where no notice thereof appears in the Public Records, whether or not a lien is created.
- 15. No insurance is afforded as to the exact amount of acreage contained in the property herein or as to the accuracy of the tax parcel identification number or property address provided herein which are merely provided for convenience purposes. Furthermore, no insurance is afforded as any appurtenant easements to the property.
- 16. All matters shown on Plat Book 16, Page 82, Plat Book 13, Page 352, and Plat Book 31, Page 643, Franklin County, Georgia records.
- 17. Subject to the rights any others may have over the dirt drive which runs along the northern boundary of the property as depicted in Plat Book 13, Page 352 and into the western portion of Tract No. 2 in Plat Book 16, Page 82, Franklin County, Geogia records.
- 18. Subject to the reservations made in Deed Book 199, Page 115.
- 19. The missing and incorrect metes and bounds call found in the legal description in the Limited Warratny Deed recorded in Deed Book 1559, Page 63 aforesaid records.

Note: May be deleted with Scrivener's Affidavit in acceptable form

20. The missing the call of South 50 degrees, 19 minutes 05 seconds East on the plat recorded in Plat Book 31, Page 643.

Note: May be deleted with a recorded revised plat

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#### **GAP LANGUAGE:**

THIS POLICY WILL INSURE DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE OF THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS POLICY.

This Commitment is provided as an example for informational purposes only. It shall not be relied upon by any party until it is certified to the requesting party in writing, subject to additional requirements, including but not limited to any matters which may be filed or otherwise become known subsequent to the effective date included herein.



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#### **EXHIBIT A**

The Land is described as follows:

All that tract or parcel of land lying and being in the 1420th G.M. District of Franklin County, Georgia and being more particularly described as follows:

To find the true point of beginning, commence at the intersection of the centerline of U.S. Highway 29 (having a variable right-of-way) with the centerline of Hudson River, running thence South 80 degrees 30 minutes 00 seconds West, a distance of 65.0 feet to the intersection of the Southeasterly right-of-way of U.S. Highway 29 with the centerline of Hudson River and the True Point of Beginning; running thence along said right-of way North 28 degrees 16 minutes 37 seconds East, a distance of 356.21 feet to a calculated point; continuing thence along said right-of-way North 14 degrees 14 minutes 27 seconds East, a distance of 123.59 feet to a calculated point, continuing thence along said right-of-way North 28 degrees 16 minutes 37 seconds East, a distance of 210.00 feet to a calculated point; continuing thence along said right-of-way North 61 degrees 43 minutes 23 seconds West, a distance of 29.62 feet to a calculated point; continuing thence along said right-of-way North 28 degrees 16 minutes 37 seconds East, a distance of 444.68 feet to a calculated point; thence leaving said right-of-way and running South 55 degrees 11 minutes 04 seconds East, a distance of 429.10 feet to a calculated point; running thence North 25 degrees 40 minutes 12 seconds East, a distance of 120.02 feet to a calculated point; running thence South 64 degrees 19 minutes 07 seconds East, a distance of 38.23 feet to a calculated point; running thence North 85 degrees 01 minute 08 seconds East, a distance of 82.05 feet to a calculated point; running thence North 04 degrees 34 minutes 45 seconds West, a distance of 33.60 feet to a calculated point; running thence North 47 degrees 08 minutes 37 seconds East, a distance of 174.40 feet to a calculated point; running thence North 65 degrees 25 minutes 51 seconds West, a distance of 112.77 feet to a calculated point; running thence North 32 degrees 49 minutes 36 seconds East, a distance of 201.68 feet to a calculated point; running thence running South 52 degrees 07 minutes 56 seconds East a distance of 246.36 feet to a calculated point; running thence South 65 degrees 28 minutes 38 seconds East a distance of 82.52 feet to a calculated point; running thence South 89 degrees 16 minutes 45 seconds East a distance of 239.91 feet to a calculated point; running thence South 79 degrees 03 minutes 46 seconds East a distance of 277.68 feet to a calculated point; running thence North 79 degrees 01 minutes 35 seconds East a distance of 318.42 feet to a calculated point; thence South 86 degrees 54 minutes 54 seconds East a distance of 69.01 feet to a calculated point; running thence North 12 degrees 12 minutes 04 seconds West a distance of 158.09 feet to a calculated point; running thence South 83 degrees 36 minutes 55 seconds West a distance of 294.24 feet to a calculated point; running thence North 75 degrees 41 minutes 00 seconds West a distance of 339.50 feet to a calculated point; running thence North 60 degrees 03 minutes 00 seconds West a distance of 224.29 feet to a calculated point; running thence South 87 degrees 23 minutes 40 seconds East a distance of 68.51 feet to a calculated point; running thence Northeasterly along the right-of-way of Fowler Road (having a 66 foot assumed right-of-way) an arc a distance of 177.66 feet (said arc being subtended by a chord bearing North 89 degrees, 00 minutes, 21 seconds East, a chord distance of 176.89 feet, and having a radius of 550.56 feet) to a calculated point; running thence North 83 degrees 21 minutes 40 seconds East a distance of 287.64 feet to a calculated point; continuing thence Northeasterly along the right-of-way of Fowler Road (having a 66 foot assumed right-of-way) an arc a distance of 213.945 feet (said arc being subtended by a chord bearing North 87 degrees, 26 minutes, 58.00 seconds East, a chord distance of 213.220 feet, and having a radius of 749.59 feet) to a calculated point; thence leaving said right-of-way and running North 00 degrees 13 minutes 21 seconds East a distance 60.02 feet to a calculated point; running thence North 44 degrees 45 minutes 11 seconds East a distance of 174.54 feet to a calculated point; running thence North 75 degrees 45 minutes 34 seconds West a distance of 329.86 feet to a calculated point; running thence North 12 degrees 07 minutes 06 seconds East a distance of 60.52 feet to a calculated point; running thence North 77 degrees 19 minutes 00 seconds East a distance of 184.54 feet to a calculated point; running thence North 52 degrees 21 minutes 40 seconds East a distance of 233.25 feet to a calculated point, running thence North 28 degrees 32 minutes 44 seconds East a distance of 437.52 feet to a

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calculated point; running thence South 72 degrees 27 minutes 00 seconds East a distance of 210.00 feet to a calculated point; running thence South 65 degrees 53 minutes 00 seconds East a distance of 592.85 feet to a calculated point; running thence South 65 degrees 51 minutes 00 seconds East a distance of 156.00 feet to a calculated point, running thence South 64 degrees 45 minutes 00 seconds East a distance of 136.65 feet to a calculated point, running thence South 55 degrees 19 minutes 06 seconds East a distance of 182.27 feet to a calculated point; running thence South 51 degrees 40 minutes 46 seconds East a distance of 378.22 feet to a calculated point; running thence South 28 degrees 36 minutes 10 seconds East a distance of 371.46 feet to a calculated point; running thence South 3 degrees 19 minutes 54 seconds West a distance of 363.49 feet to a calculated point; running thence South 30 degrees 19 minutes 21 seconds West a distance of 375.19 feet to a calculated point, running thence South 76 degrees 48 minutes 38 seconds West a distance of 364.19 feet to a calculated point; running thence South 86 degrees 33 minutes 50 seconds West a distance of 324.51 feet to a calculated point; running thence South 86 degrees 54 minutes 36 seconds West a distance of 301.70 feet to a calculated point; running thence North 85 degrees 09 minutes 20 seconds West a distance of 197.77 feet to a calculated point; running thence South 85 degrees 36 minutes 52 seconds West a distance of 299.36 feet to a calculated point; running thence North 89 degrees 23 minutes 40 seconds West a distance of 192.62 feet to a calculated point; running thence South 60 degrees 28 minutes 57 seconds West a distance of 282.61 feet to a calculated point; running thence South 61 degrees 38 minutes 40 seconds West a distance of 150.83 feet to a calculated point, running thence South 23 degrees 54 minutes 50 seconds West a distance of 59.77 feet to a calculated point; running thence South 03 degrees 48 minutes 06 seconds East a distance of 159.62 feet to a calculated point; running thence South 21 degrees 06 minutes 54 seconds East a distance of 66.53 feet to a calculated point; running thence South 02 degrees 50 minutes 28 seconds East a distance of 243.36 feet to a calculated point; running thence South 16 degrees 50 minutes 30 seconds East a distance of 227.30 feet to a calculated point; running thence North 39 degrees 09 minutes 58 seconds West a distance of 227.53 feet to a calculated point; running thence North 19 degrees 54 minutes 11 seconds West a distance of 172.63 feet to a calculated point; running thence North 54 degrees 22 minutes 45 seconds West a distance of 158.74 feet to a calculated point, running thence North 63 degrees 29 minutes 59 seconds West a distance of 165.90 feet to a calculated point; running thence North 82 degrees 07 minutes 38 seconds West a distance of 478.33 feet to a calculated point; running thence South 88 degrees 11 minutes 13 seconds West a distance of 341.18 feet to a calculated point; running thence South 80 degrees 30 minutes 00 seconds West a distance of 263.50 feet to a calculated point at the intersection of the centerline of U.S. Highway 29 (having a variable right-of-way) with the centerline of Hudson River and the point of beginning.

All as shown on that certain plat recorded in Plat Book 31, Page 643, Franklin County, Georgia Records.

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