



# Fidelity National Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL 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 EXTRACTIONAL 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, Fidelity National Title Insurance Company, a Florida 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 Policy Amount 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.

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27C165B46

ALTA Commitment for Title Insurance 8-1-16 w- VA Mod

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# Fidelity National Title Insurance Company

**Transaction Identification Data for reference only:**

Issuing Agent: Advantage Title & Closing  
Issuing Office: 828 Main Street, 15th Floor, Lynchburg, VA 24504  
ALTA® Universal ID: 108686  
Loan ID Number:  
Commitment Number:  
Issuing Office File Number:  
Property Address: 106 Buffalo Ridge Road, Amherst, VA 24521  
Revision Number:

## SCHEDULE A

1. Commitment Date:
2. Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy
    - Proposed Insured:
    - Proposed Policy Amount:     \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:  
Robert Eugene Keith - Clifford T. Keith
5. The Land is described as follows:  
Property description set forth in "Exhibit A" attached hereto and made a part hereof.

### FIDELITY NATIONAL TITLE INSURANCE COMPANY

**By:**  
Advantage Title & Closing  
828 Main Street  
15th Floor  
Lynchburg, VA 24504

**Authorized Signatory**

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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.  
  
Duly authorized and executed Deed from Robert E. Keith, and Clifford T. Keith, to TBD TBD, to be executed and recorded at closing.
5. Payment of all taxes, charges, and assessments, levied and assessed against the subject premises, which are due and payable
6. Payment of all outstanding water, sewer and public utility charges to date of settlement.
7. The Company must be provided with an approved form of executed Owner's Affidavit and Agreement relating to, among other items, mechanics' liens and parties in possession.
8. Certification from settlement agent that they have made independent verification through the PACER system that the seller and/or borrowers are not in bankruptcy.
9. Settlement agent must ascertain identity of all parties executing instruments required for this transaction in compliance with Virginia statutes (eg. Section 47.1-14).
10. This tax information is furnished for your information only. No liability of any nature whatsoever is hereby assumed for errors as to these figures. The settlement agent/attorney must verify these figures for the purposes of certifying title to the Company and preparing settlement pro rations.

Tax Assessment for 2023

BILL # N/A  
MAP or PARCEL ID/GPIN # 111-A-69  
DESCRIPTION IN TAX RECORD: 60 Acres

LAND ASSESSMENT: \$224,000.00  
IMPROVEMENTS ASSESSMENT: \$80,200.00  
TOTAL ASSESSMENT: \$304,200.00  
ANNUAL TAX: \$812.52 (\$406.26 per half)

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# Fidelity National Title Insurance Company

TAX PAYMENT DUE DATE(S): June 5th and December 5th  
TAXES HAVE BEEN PAID THROUGH: June 30, 2023  
TAXES A LIEN, NOT YET DUE: December 5, 2023

Property Address as shown in the tax records:

106 Buffalo Ridge Road, Amherst, VA 24521

11. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
12. Payment of all HOA/POA assessments, charges, and fees, which the subject property may be subject to, plus any penalty and interest which may be due.
13. Receipt and review of all corporate/entity/trust documents for subject parties as may be required under Virginia underwriting guidelines.
14. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
15. The transaction contemplated in connection with this Commitment is subject to the review and approval of the Company's local and Corporate Underwriting Departments. The Company reserves the right to add additional exceptions or notes and to make further requirements after such review.

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File No.

Commitment No.

**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
2. Real estate taxes, other public charges (including, but not limited to, assessments by any county, municipality, Metropolitan District or Commission) and the balance of any such charges payable on an annual basis which are not yet due and payable.
3. Rights or claims of parties other than the Insured in actual possession of any or all of the property.
4. Easements, or claims of easements, not shown by the public records.
5. 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.
6. 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
7. Easement granted from Carolyn Keith Brazill to Amherst by instrument dated December 14, 2005 recorded on December 14, 2005 in Deed Book 1028, Page 330, Location: Amherst.
8. Plat of Subdivision recorded in Original Plat Cabinet C, Page 95.

NOTE: Any reference herein made as to restrictions and/or restrictive covenants is intended to include, as if said language was set forth after each exception "but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law."

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NOTE: This Commitment for Title Insurance does NOT constitute a report of title and is not to be relied upon by the insured(s) or any other party as a title report or representation of the status of title. Any title search and examination conducted by or for the Company in connection with the issuance of a Title Insurance Policy, if any, is solely for the benefit of the Company. The sole liability of the Company and/or its issuing agent hereunder shall be as set forth in the Conditions and Stipulations of the Final Title Insurance Policy jacket. Neither the Company nor its issuing agent shall be liable to the proposed insured(s) or any other party for any claim of alleged negligence, negligent misrepresentation, or any other party for any claim of alleged negligence, negligent misrepresentation, or any other cause of action in tort in connection with this Title Insurance Policy.

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Commitment No.

**EXHIBIT A  
Property Description**

All that certain tract, piece or parcel of land, with buildings and improvements thereunto appertaining situate, lying and being in the Court House Magisterial District of Amherst County, Virginia, containing 60 acres, more or less, fronting on State Route 659 and 604, and being bounded by a five acre parcel by William M. McClenny, Jr., described in a Deed recorded in the office of the Circuit Court Clerk's Office, Amherst County, Virginia, in Deed Book 444, at page 207, by State Route 604, State Route 659, by parcel owned by Fitzhugh L. Mattox, III, property being described in the aforesaid Clerk's Office in Deed Book 481, at page 221, and by property owned by Jordan A. and Charlene J. Gmach, said property being described in a deed recorded in the aforesaid Clerk's Office in Deed Book 509, at Page 217. Said property is a portion of a 105.6 acre tract which was more particularly described on a plat entitled, "Plat Sharing Tract of Land Situated in Amherst Co. About 2 miles Southeast of Amherst", made by T. W. Saunders, S.A.C., dated January 16, 1943, a copy of which said plat is recorded in the aforesaid Clerk's Office in Plat Book C, at page 95. The portion of the larger tract which is the subject property consists of all property lying to the west of what is now State Route 659 less and except the parcels which have been off conveyed and are currently described as having been conveyed to McClenny, Gmach, Mattox of their former grantors.

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 shall not be liable for any other amendment to this Commitment.

### 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.

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- (b) The Company shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

### 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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