

# Fidelity National Title Insurance Company SCHEDULE A

Esc Esc	e Officer: crow Officer: crow No.: TM17-102 an No.:	Title No.: TM17-102
1.	Effective date: March 29, 2017 at 08:30 AM	
2.	Policy or Policies to be issued:	
	(a) Owner's Policy (ALTA Owner's Policy (6/17/06)) Policy Amount Proposed Insured: TBD	
	(b) Loan Policy (ALTA Loan Policy (6/17/06)) Policy Amount Proposed Insured:	
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 Effective Date vested in: Arlin Watson, Trustee of the Elma J. Watson Trust	
5.	The land referred to in this Commitment is described as follows: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF	
Co	Trademark Title Services Inc. P.O. Box 39 Victoria, VA 23974	

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

(434)676-9191

Trademark Title Services Inc.

## **Fidelity National Title Insurance Company**

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### SCHEDULE B - SECTION I REQUIREMENTS

The following requirements must be met:

- Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- 2. Pay us the premiums, fees and charges for the policy.
- 3. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed delivered and recorded.
- 4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- 5. Furnish copies of all instruments in this transaction for review by the company prior to closing. This commitment is subject to such addition requirements and/or exceptions as may be deemed necessary by the Company upon review of said instruments and upon full disclosures of all facts of this transaction.
- 6. Receipt of satisfactory executed "Owners (Sellers) Affidavit as to Mechanic's Liens and Possession."
- 7. Purchasers must be adversed for judgments in favor of the United States, or any other instrumentality thereof, for a period of twenty (20) years prior to the recordation of the documents proposed to the insured. Fidelity National Title Insurance Company must be provided with certification that there are no judgments in favor of the United States, or any instrumentality thereof, against the purchaser.
- 8. Release right of first refusal in deed of partition dated September 25, 1998, of record in Deed Book 245, page 523.



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#### **SCHEDULE B - SECTION II**

### **EXCEPTIONS**

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:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Taxes for the year 2016 and subsequent years, a lien not yet due and payable.
- 3. Power line and telephone easements of record.
- 4. Any encroachment, incumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete eland survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachment on the Land of existing improvements located on adjoining land.
- 5. Easement to Plantation Pipeline Company dated March 30, 1964, of record in Deed Book 107, page 83 for constructing, maintaining, operating, etc. and the transportion of Crude petroleum, etc. Plantation Pipeline Company has the right to select the route through the property.
- 6. Easement to Plantation Pipeline Company dated April 13, 1964, of record in Deed Book 107, page 101 for constructing, maintaining, operating, etc and the transportion of Crude petroleum, etc Plantation Pipeline Company has the right to select the route through the property.
- 7. Easement to Plantation Pipeline Company dated April 29 1964, of record in Deed Book 101, page 157 for constructing, maintaining, operating, etc and the transportion of Crude petroleum, etc Plantation Pipeline Company has the right to select the route through the property.
- 8. Easement to Plantation Pipeline Company dated May 6 1964, of record in Deed Book 107, page 161 for constructing, maintaining, operating, etc and the transportion of Crude petroleum, etc Plantation Pipeline Company has the right to select the route through the property.
- 9. Easement to Plantation Pipeline Company dated April 17, 1964, of record in Deed Book 107, page 130 for constructing, maintaining, operating, etc and the transportion of Crude petroleum, etc Plantation Pipeline Company has the right to select the route through the property.
- 10. Easement to Plantation Pipeline Company dated April 11, 1964, of record in Deed Book 107, page 107 for constructing, maintaining, operating, etc and the transportion of Crude petroleum, etc Plantation Pipeline Company has the right to select the route through the property.
- 11. Easement to Plantation Pipeline Company dated April 29, 1964, of record in Deed Book 107, page 157 for constructing, maintaining, operating, etc and the transportion of Crude petroleum, etc Plantation Pipeline Company has the right to select the route through the property.
- Mineral rights reserved in deed dated February 5, 1976, of record in Deed Book 131, page 37 and in Deed Dated September 2, 1978 of record in Deed Book 139, page 206.
  Note: Mineral rights were not reserved in partitition deed dated September 25, 1998, recorded in Deed Book 245, page 523, leaving a 5/7 interest in the mineral right of the property outstanding.
- 13. Subject to confirmation that the Elma J. Watson Estate does not exceed the unified credit.

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# SCHEDULE B - SECTION II EXCEPTIONS

(Continued)

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- 14. Easement to Plantation Pipeline Company dated March 30, 1964, of record in Deed Book 107, page 82 for constructing, maintaining, operating, etc. the transportion of crude petroleum, etc. Plantation Pipeline Company has the right to select the route through the property.
- 15. Easement to Plantation Pipeline Company dated March 30, 1964, of record in Deed Book 107, page 85 for constructing, maintaining, operating, etc the transportion of crude petroleum, etc Plantation Pipeline Company has the right to select the route through the property.
- 16. Riparian rights incident to the premises.
- 17. Power line crossing property as shown on Plat made by J. Richard Dunn, dated June 5, 1997,
- 18. Old logging road crossing insured premises.
- 19. Rights of others in and to the use of easements described in Exhibit A.

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# **Fidelity National Title Insurance Company**

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### LEGAL DESCRIPTION

### **EXHIBIT "A"**

The land referred to herein below is situated in the County of Lunenburg, State of Virginia, and is described as follows:

All that certain tract or parcel of land lying and being in Lewiston Magisterial District, Lunenburg County, Virginia, and known as part of the "Redfield Tract" and all of the "Austin Tract" containing 570.28 acres, more or less, and bounded and described according to a survey made by E. Douglas Gregory on October 5, 1940, which said plat was made a part of the deed recorded in Deed Book 139, Page 206 and by reference to a plat of survey made of the W. H. Wood farm by W. B. Fluharty, Engineer, in October of 1918 and recorded in the Clerk's Office of the Circuit Court of Lunenburg County in Plat Book 1, Page 105 and by reference to a survey made by E. Douglas Gregory, CLS, on September II, 1942, relating to a deed dated September 11, 1942, from Mary Hunter Wood, et vir, to W. A. Austin, recorded in the aforesaid Clerk's Office in Deed Book 80, Page 76, and further by reference to a certain plat of survey drawn by J. Richard Dunn, L. S., entitled "Plat Of Line Survey Showing New Division of Lines Across Land Owned by Albert W. Graybill and Elma J. Watson, DB 139, P 206 (Tract I) PB 3 P 49, Located 4 Miles North Of Victoria, Lewiston Magisterial District, Lunenburg County, Virginia", dated June 4, 1997, and to be recorded in the Clerk's Office of the Circuit Court of Lunenburg County in Plat Cabinet 5, Folder \_\_\_\_\_. Reference is hereby made to the aforesaid plats for a more complete and accurate description of the subject property. The description of said tract beginning at a corner in a branch as shown on the Gregory plat dated October 5, 1940; thence S 44 36' W approximately 1750 feet to an iron; thence S 69 I' E 296 feet to an iron as obtained from Gregory plat dated October, 1940, Gregory plat dated September 11, 1942, and in deed dated September 16, 1942 from Mary Hunter Wood, et vir, to W. A. Austin recorded in Deed Book 80, at page 76; thence S 25 30' W 646 feet to a new road corner iron; thence along north side of the new road approximately 600 feet to a point the northwestern corner of Tract No. 9 on the Fluharty plat, thence S 34 00' W 2384 feet to a Red Oak, thence N 77 45' W 1282 feet to a stake, thence N 77 45 W 1910 feet to a stake, thence N 77 45 W 2235 feet to a stake, thence in a northerly direction along the line between Tracts 11 and 12 as shown on the Fluharty plat, N 915 feet to the new road, thence along the new road in an easterly direction approximately 1354 feet to the southern corner between Tracts 15 and 16 on the Fluharty plat, thence N 21 30' E 1529 feet to a point, thence S 68 35' 2278 feet to a stone in ash stump hole, thence along Modest Creek as it meanders in a northerly direction to a new corner in Modest Creek as shown on the Dunn plat dated June 4, 1997, thence N 69 04 00 11 W 4008.80 feet to a point; thence S 36" 45' 3011 W 340.58 feet to the middle of a branch as shown on the Dunn plat dated June 4, 1997; thence in a northeasterly direction crossing Road 656; thence on to the point of beginning.

The above described parcel containing 570.28 acres is known as the southern tract of the property of Albert W. Graybill and

Elma J. Watson. The above described parcel containing 570.28 acres is known as the southern tract of the property of Albert W. Graybill and Elma J. Watson.

TOGETHER WITH the following easements across the 590.28 acre parcel conveyed to Graybill Family Limited Partnership by the deed of partition referenced below:

(a) a non exclusive easement right of way 20 feet in width leading from State Route 656 to Tract No. I described above along the northern boundary of Tract No. 2 described above for the purposes of ingress and egress and utilities from Tract No. 1 and Tract No. 2 to State Route 656;

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### **LEGAL DESCRIPTION**

(Continued)

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(b) a non exclusive easement right of way 14 feet in width along the logging road extending across the above described 590.28 acre parcel from State Route 656 in a southerly direction to the southern tract of the property of Albert W. Graybill and Elma J. Watson, allocated to Elma J. Watson Trust for the purposes of ingress and egress from the said southern tract to State Route 656, said easement to be used solely for the purpose of harvesting, planting and maintaining timber on the said southern tract; and

(c) a utility easement across the aforesaid 580.28 acre parcel along State Route 656 from the existing utility line to the said southern tract for utility services to the said southern tract.

Being a portion of the property conveyed to Raymond O. Watson, Trustee of the Elma J. Watson Trust by partition deed dated September 25, 1998, from Albert W. Graybill and Elma J. Watson, of record in the Clerk's Office aforesaid in Deed Book 245, Page 523.