



Fidelity National Title Insurance Company

6840 Carothers Parkway, Suite 200
Franklin, TN 37067

File No.: 22-0526R

**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 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, Fidelity National Title Insurance Company, a Tennessee 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.

Fidelity National Title Insurance Company

By: 

ATTEST

President


Secretary

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27C165B

**ALTA Commitment for Title Insurance 8-1-16
Technical Corrections 04-02-2018**

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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;

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- (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 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.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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22-0526R



Fidelity National Title[®]

Insurance Company

6840 Carothers Parkway, Suite 200
Franklin, TN 37067

File No.: 22-0526R

Transaction Identification Data for reference only:

Issuing Agent: Twickenham Land Title Services, LLC
Issuing Office: 415-A Church St Suite 200
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 22-0526R
Issuing Office File No.: 22-0526R
Property Address: 450 Barrington Hills Drive, Madison, AL 35758
0 Barrington Hills Dr, Madison, AL 35758
1455 Hughes Rd, Madison, AL 35758
1433 Hughes Rd, Madison, AL 35758

SCHEDULE A

1. Commitment Date: March 18, 2022 at 12:00 AM
2. Policy to be issued:
 - (a) ALTA Owners Policy (06/17/06)
Proposed Insured: TBD
Proposed Policy Amount: \$0.00
 - (b) ALTA Loan Policy (06/17/06)
Proposed Insured: , its successors and/or assigns as their respective interests may appear.
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
4. Title is, at the Commitment Date, vested in: Fee Simple
Susan M. Whitehead and Sumac Farm, LLC, an Alabama limited liability company
5. The Land is described as follows:
See Exhibit A attached hereto and incorporated herein by reference

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SCHEDULE A

(Continued)

Date: March 25, 2022

Michael E. Brodowski, PC (0205235)



Michael E. Brodowski, as agent for Twickenham Land Title, LLC,

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. 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 the mortgage to be insured must be signed, delivered and recorded.
 - a. Warranty Deed from Susan M. Whitehead and Sumac Farm, LLC, an Alabama limited liability company to TBD.
 - b. Mortgage from TBD to , securing the principal amount of \$0.00.
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. Payment of all taxes, charges, assessments, levied and assessed against the Land, which are due and payable.
6. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid.
7. If this is a purchase transaction, we require execution of an Affidavit of Resident or Exemption from Withholding Tax on Sale of Real Property by Nonresidents in compliance with Code of Alabama (1975) Section 40-18-86. If the Seller does not meet the requirement of the Affidavit of Residency or Exemption from Withholding Tax on Sale of real Property By Nonresidents, a withholding tax will be required to be withheld from the proceeds of the sale and remitted to the Alabama Department of Revenue.
8. Company to be provided with documents satisfactory to Company for the Organization of Sumac Farms, LLC.
9. A Broker's Lien Waiver to be provided to company.

0 Barrington Road and 450 Barrington Hills Drive

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SCHEDULE B, PART I
(Continued)

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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. 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 the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. All taxes for the year 2022 and subsequent years, not yet due and payable.
NOTE: Taxes for the year 2021 for Parcel ID 15-08-27-0-004-007.000 were paid on November 12, 2021 in the amount of \$18,505.94.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the Land.
4. Rights or claims of parties in possession not shown by the public records.
5. Easements, or claims of easements not shown by the public records.
6. 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.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the Land.
9. Those taxes and special assessments that become due or payable subsequent to Date of Policy. This does not modify or limit the coverage provided in Covered Risk 11(b).

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SCHEDULE B, PART II

(Continued)

10. Covenants, conditions and restrictions, if any, appearing in the public records; however, this policy insures against loss or damage arising from:

- (a) the violation of those covenants, conditions or restrictions on or prior to Date of Policy;
- (b) a forfeiture or reversion of Title from a future violation of those covenants, conditions, or restrictions, including those relating to environmental protection; and
- (c) provisions in those covenants, conditions, or restrictions, including those relating to environmental protection, under which the lien of the Insured Mortgage can be extinguished, subordinated, or impaired.

As used in paragraph 2(a), the words "covenants, conditions, or restrictions" do not refer to or include any covenant, condition, or restrictions (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded or filed in the Public Records at Date of Policy and is not referenced in an addendum, attached to this Policy.

11. Any easements or servitudes appearing in the Public Records; however, this policy insures against loss or damage arising from (a) the encroachment, at Date of Policy, of the improvements on any easement, and (b) any interference with or damage to existing improvements, including laws, shrubbery, and trees, resulting from the use of the easements for the purposes granted or reserved.

12. NOTICES, WHERE SENT:

Any notice of claim or other notice or statement in writing to be given to the Company under this policy must be given to the Company at the following address: Fidelity National Title Insurance Company, ATTN: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

13. Subject to that certain Conservancy Easement as reflected on that certain Plat recorded in Plat Book 2019-00025100 in the Office of the Judge of Probate of Madison County, Alabama. That portion of the Conservancy Easement shall be maintained in it's natural state.

450 Barrington Hills Drive

14. That certain Permanent Water Line Easement as recorded in Document Number 20130904000585540 in the Office of the Judge of Probate of Madison County, Alabama.

o Barrington Rd

15. Easement, Right of Ways as recorded in Book 533, Page 785, Book 845, Page 886, Book 846, Page 100 and Book 2016, Page 79560 in the Office of the Judge of Probate of Madison County, Alabama,

1455 Hughes Rd

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SCHEDULE B, PART II

(Continued)

16. Easements recorded in Book 1011, Page 978 and Book 1011, Page 980, in the Office of the Judge of Probate of Madison County, Alabama.
- 1433 Hughes Rd
17. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.

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EXHIBIT A LEGAL DESCRIPTION

The Land is described as follows:

Lot 1 Sumac Farm Subdivision as recorded in Plat Book 2019-00025100 in the Office of the Judge of Probate of Madison County, Alabama.

Lot 2 according to the Map of Survey of Sumac Farm Subdivision, as recorded in Document Number 2019-00025100 in the Office of the Judge of Probate of Madison County, Alabama.

Lot 1 according to the Map of Survey of O'Hatchee Village as recorded in Plat Book 30 at Page 99, in the Office of the Judge of Probate of Madison County, Alabama.

All that part of the Southeast Quarter of Section 28, Township 3 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama, particularly described as commencing at the center of the South boundary of said Section 28; thence due North 476.62 feet; thence due East 60.00 feet; thence South 89 degrees 42 minutes 43 seconds East 158.33 feet to the point of beginning; said point is further described as being a 3/4 inch iron pipe found on the North boundary line of Stone Ridge First Addition Subdivision as recorded in Plat Book 10, Page 21, and being the Southeast corner of a tract of land conveyed to Sally B. and Gregory L. Brown in Document No. 20051020000713510 in the Office of the Judge of Probate of Madison County, Alabama. Thence from the point of beginning North 00 degrees 00 minutes 30 seconds East 120.00 feet to a 1/2 inch rebar set at the Northeast corner of said Brown tract; thence North 89 degrees 44 minutes 55 seconds West along the North boundary line of said Brown tract 158.27 feet to a 1/2 inch rebar set on the East margin of a 120 foot right of way for Hughes Road; thence along said East margin, North 00 degrees 02 minutes 15 seconds East 90.80 feet to a 5/8 inch rebar found at the Southwest corner of a tract conveyed to William E. Williams in Deed Book 967, Page 4 in the Office of the Judge of Probate of Madison County, Alabama; thence leaving said road and along the South boundary line of said Williams tract, South 89 degrees 43 minutes 21 seconds East 983.22 feet to a 5/8 inch rebar found at the most Northerly corner of Lot 13, Block 2 of Stone Ridge III Subdivision as recorded in Plat Book 12, Page 31, in the Office of the Judge of Probate of Madison County, Alabama, thence along the West boundary line of said Lot 13, South 00 degrees 00 minutes 44 seconds East 210.88 feet to a 1/2 inch rebar found; thence along the North boundary line of said Stone Ridge III Subdivision North 89 degrees 42 minutes 43 seconds West (basis of bearing) a distance of 825.07 feet to the point of beginning and containing 4.32 acres more or less.

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