



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 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, Chicago Title Insurance Company, a California 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

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

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ALTA Commitment for Title Insurance (7-1-21)

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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.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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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CHICAGO TITLE INSURANCE COMPANY®

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

Issuing Agent: Gulf Shores Title Company, Inc.
Issuing Office: P.O. Box 895, 120 Cove Avenue, Gulf Shores, AL 36547
Issuing Office's ALTA® Registry ID: 0000009
Commitment No.: 73920-1
Issuing Office File No.: 73920
Property Address: 32239 Whispering Circle, Orange Beach, AL 36561
Revision No.: 1

SCHEDULE A

1. Commitment Date: January 15, 2025
2. Policy to be issued:
 - a. 2021 ALTA Owner's Policy (07/01/21)
Proposed Insured: PURCHASER WITH CONTRACTUAL RIGHTS UNDER A PURCHASE AGREEMENT WITH THE VESTED OWNER IDENTIFIED AT ITEM 4, SCHEDULE A
Proposed Amount of Insurance: \$1,000.00
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:

Karen A. Gentile, Trustee under the Karen A. Gentile Living Trust dated September 23, 2015, by virtue of the Deed dated September 23, 2015, and recorded at Instrument [1537728](#)
5. The Land is described as follows:

Lots 27 and 27S, Turtle Key, Unit 2, as recorded on Slides 1255-B and 1256-A in the Office of the Judge of Probate of Baldwin County, Alabama.

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SCHEDULE A
(Continued)

Date: January 28, 2025
Gulf Shores Title Company



Lisa M. Murdock, Authorized Signor
AL Lic #0658201

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SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. 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.
2. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
3. Pay us the premiums, fees and charges for the policy.
4. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded.
 - a. Certification of Trust to be executed by Karen A. Gentile, Trustee under the Karen A. Gentile Living Trust dated September 23, 2015, which must contain the following:
 - (1) that the trust exists and the date the trust instrument was executed;
 - (2) the identity of the settlor; (a person who creates, or contributes property to a trust)
 - (3) that the settlor is living; (if the settlor is deceased, additional requirements will be added to the commitment upon receipt of estate details)
 - (4) the identity and address of the currently acting trustee;
 - (5) the powers of the trustee in a pending transaction or relevant to the request;
 - (6) the revocability or irrevocability of the trust and the identity of any person holding the power of revocation;
 - (7) the powers of the co-trustees to sign and whether they can act alone;
 - (8) the trust's taxpayer identification number;
 - (9) the name in which title to trust property may be taken;
 - (10) statement that the trust has not been revoked, modified or amended in any manner that would cause the representations in the certification of trust to be incorrect.
 - b. Warranty Deed from Karen A. Gentile, Trustee under the Karen A. Gentile Living Trust dated September 23, 2015 to PURCHASER WITH CONTRACTUAL RIGHTS UNDER A PURCHASE AGREEMENT WITH THE VESTED OWNER IDENTIFIED AT ITEM 4, SCHEDULE A, conveying the land described in Schedule A.
5. The Proposed Policy Amount must be disclosed to the Company and, subject to approval by the Company, entered as the Proposed Policy Amount of the Policy to be issued. Until the Proposed Policy Amount of the Policy to be issued is determined and entered on Schedule A, it is agreed by and between the Company and the Proposed Insured that the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment shall be \$1,000.00, and the total liability of the Company on account of this Commitment shall not exceed said amount.

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SCHEDULE B - PART I

(Continued)

6. For each policy to be issued as identified in Schedule A, Item 2 the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this Commitment to add, among other things, additional Exceptions or Requirements after the designation of the Proposed Insured.
7. Payment of any assessments which may be due the City of Orange Beach, or same will be excepted from the policy.
8. The search did not disclose any open mortgages of record, therefore the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. If you have knowledge of any outstanding obligation, please contact the Title Department immediately for further review.
9. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
10. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid.
11. If the subject property is located in a condominium or a PUD, we require satisfactory proof of payment of all dues and/or assessments which may be due the condominium or PUD owner's association, or an exception will appear on the policy for any unpaid dues to said association.
12. If this is a purchase transaction in the amount of \$300,000.00 or more, we require execution of an Affidavit of Residency 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.
13. Gap Indemnity to be executed by Karen A. Gentile, Trustee under the Karen A. Gentile Living Trust dated September 23, 2015.
14. Proper completion and attestation of the Real Estate Sales Validation Form and submission to the Judge of Probate in accordance with Code of Alabama (1975), Section 40-22-1.
15. FIRPTA Affidavit to be completed by seller along with the related affidavit to be completed by the settlement agent.

NOTE: 2024 taxes in the amount of \$4,041.28, were paid October 16, 2024, assessed to Karen A. Gentile, Trustee under the Karen A. Gentile Living Trust dated September 23, 2015, tax map 05-63-08-33-0-000-001.208, PPIN 106160.

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SCHEDULE B - PART I

(Continued)

NOTE: 2024 taxes in the amount of \$28.56, were paid October 16, 2024, assessed to Karen A. Gentile, Trustee under the Karen A. Gentile Living Trust dated September 23, 2015, tax map 05-63-08-33-0-000-001.216, PPIN 106154. (Lot 27S)

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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:

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 2025 and subsequent years, not yet due and payable.
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. 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 Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water.
10. Any loss, claim, damage or expense, including additional taxes due, if any, due to the fact that ad valorem taxes for subject property have been paid under a current use assessment (See 1975 Code of Alabama, Section 40-7-25.3)
11. Any mortgage or other encumbrance entered into or granted by the Insured.
12. Covenants, conditions and restrictions appearing of record in the Deed from W.O.P., Inc. to Richard A. Force, Sr., dated January 30, 1992, and recorded in [Real Property Book 448, page 841](#).

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SCHEDULE B - PART II

(Continued)

13. Restrictive covenants relating to the use and occupancy of the property described in Schedule C as set forth on recorded plat of Unit 2, Turtle Key, [Slides 1255-B](#) and [1256-A](#)
14. Articles of Incorporation of Property Owners Association of Ono Island, Inc. dated September 10, 1970 and recorded in Corporate Book 17, Page 861, and all amendments thereto, including but not limited to Instrument Numbers [575735](#), [520607](#), [1506399](#), and [1690357](#).
15. By-Laws of the Property Owners Association of Ono Island, Inc. and all amendments thereto, including but not limited to amendments recorded in [Miscellaneous Book 86, Page 490](#), [Instrument 1336052](#), [Instrument 1392493](#), [Instrument 1506400](#) and [Instrument 1769719](#).
16. Terms, conditions, and reservations appearing of record in the Grant of Appurtenant Easement in [Real Property Book 641, Page 114](#).
17. Easement granted Baldwin County Electric Membership Corporation by William W. Taylor, III, dated January 2, 1997, and recorded in [Real Property Book 729, Page 1286](#).
18. Easements from William W. Taylor, III, to Sam Newell and Keith Newell dated August 16, 1996 and recorded in [Real Property Book 729, Page 1004](#), and dated November 18, 1996 and recorded in [Real Property Book 721, Page 1795](#) as re-recorded in [Real Property Book 748, Page 325](#), and all terms, conditions, covenants, and restrictions contained therein.
19. Easement granted Sam Newell and Keith Newell by Ono East, Inc. by instrument recorded October 15, 1985 in [Real Property Book 229, Page 337](#).
20. Building setback lines and drainage and utility line easements as shown on the recorded plat of Unit 2, Turtle Key, [Slides 1255-B](#) and [1256-A](#).
21. Declaration of Protective Covenants, Restrictions, Easements and Agreement for Turtle Key, Unit 2, Ono Island as recorded in [Miscellaneous Book 68, Page 744](#), et seq.
22. Terms, conditions, reservations, restrictions, and limitations as set forth in deed from Ono East, Inc. and Ono Development Company, Inc., to James L. Lane, et al., dated February 3, 1988 and recorded in [Real Property Book 311, page 256](#).
23. Reservations, restrictions, terms, conditions and limitations, contained in Declaration of Local Covenants and restrictions applicable to Ono Island Subdivision, Unit 15, recorded in [Miscellaneous Book 55, page 982](#), et seq.
24. Any regulations which may be imposed by the U.S. Corps. of Engineers or other Federal, State or Local Government agencies.
25. Reservation of all, gas and other minerals and all rights in Connection therewith as contained in deed from Ono East, Inc. et al., to James L. Lane, et al., dated February 3, 1988 and recorded in [Real Property Book 311, page 256](#).

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SCHEDULE B - PART II

(Continued)

26. Easement granted Baldwin County Electric Membership Corporation by Ono Development Company, Inc., an Alabama Corporation, by instrument dated September 8, 1970 and recorded in [Deed Book 521, page 736](#).
27. Restrictive covenants relating to the use and occupancy of the property described as contained in Declaration of General Covenants and Restrictions applicable to Ono Island Subdivision, Baldwin County, Alabama, executed by Ono Island Development Company, Inc., dated September 10, 1970 and recorded in [Miscellaneous Book 22, page 359-364](#), and as amended in [Miscellaneous Book 40, Page 1033](#), further amended at [Instruments 1204032](#), [1226606](#), [1336051](#), [1392492](#), and [1506401](#); and amendments to By-Laws recorded at Instruments [1336052](#) and [1392493](#).
28. Rights of the United States of America, State of Alabama, or other parties in and to the bed, shore and water of Bayou St. John. Riparian rights, rights of accretion or reliction are neither guaranteed nor insured and title to no portion of the herein described land lying below ordinary mean high water mark is insured hereby.
29. Rights of the United States of America, State of Alabama, or other parties in and to the bed, shore and water of the canal as shown on plat of Turtle Key, Unit 2, recorded on Slides [1255-B](#) and [1256-A](#). Riparian rights, rights of accretion or reliction are neither guaranteed nor insured and title to no portion of the herein described land lying below ordinary mean high water mark is insured hereby.
30. Rights, if any, of the public to use as a public beach or recreation area any part of the herein described land lying between the body of water abutting said land and the natural line of vegetation, dunes, extreme high water line or other apparent boundary lines separating the publicly used area from the upland private area.
31. Undivided one-tenth interest in all oil, gas and other minerals and privileges thereto pertaining as conveyed by The First Bank of Birmingham, et al. to Jefferson Tuberculosis Sanatorium Society, et al., by deed dated August 24, 1950 and recorded in [Deed Book 157, page 258](#).
32. Notice of Increase in Annual Maintenance Assessment Lien against lots in Ono Island Subdivision adopted May 18, 1987 and recorded in Real Property Book [278, page 1113](#), and amended in [Miscellaneous Book 40, Page 1033](#) and [Miscellaneous Book 66, Page 232](#).
33. Any part of the land described which may constitute wetlands or tidelands and any restriction on use or development arising out of a determination that the land, or some portion thereof, may be subject to provisions of Alabama Coastal Preservation statutes.
34. Rights of way, setback lines, restrictions and easements as reserved on the recorded plat of Ono Island Subdivision and all amendments thereto.
35. Ingress/Egress Easement Agreement by and between Robert E. Lowder and Charlotte G. Lowder, and Catherine K. Lowder dated March 5, 2004 and recorded at [Instrument 794811](#), and terms and conditions thereof.
36. Restrictive Covenants as contained in instrument by John C. Golightly, Sr., et al, dated January 31, 1973 and recorded in [Miscellaneous Book 23, Page 881](#).

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ALTA Commitment for Title Insurance (7-1-21)

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SCHEDULE B - PART II

(Continued)

37. Easement granted Baldwin County Electric Membership Corporation by Ono Development Company, Inc. by instrument dated September 8, 1970, and recorded December 18, 2013 at [Instrument 1434164](#).
38. Resolutions Confirming and Re-Establishing Assessment Rates and Exemptions executed by Ono Island Water, Sewer and Fire Protection Authority recorded at [Instruments 1830597](#) and [1971209](#).
39. Articles of Incorporation of Ono Island Canal Owners Association, Inc. dated March 18, 1998 and recorded in [Miscellaneous Book 97, Page 1996](#).
40. Resolution confirming and Re-Establishing Assessment Rates and Exemptions file by Ono Island Water, Sewer and Fire Protection Authority, dated March 11, 2020, and recorded at [Instrument 1830597](#).
41. Resolution confirming and Re-Establishing Assessment Rates and Exemptions file by Ono Island Water, Sewer and Fire Protection Authority, dated November 30, 2021, and recorded at [Instrument 1971209](#).
42. The Company does not insure title to any submerged, filled, or accreted lands.
43. Rights of other parties in and to the use of the canals.
44. Lack of publicly dedicated means of ingress and egress to Boat Slip 27S.
45. Terms, conditions, rules, regulations, subdivision regulations, ordinances, and other matters relating to the City of Orange Beach, Alabama, including, but not limited to:
 - a. Subdivision Regulations of the City of Orange Beach, Alabama as recorded at [Instrument 1028536](#), and any amendments thereto.
 - b. City of Orange Beach Community Preservation and Growth Management Plan filed August 7, 2007 at [Instrument 1066859](#), and all amendments thereto.

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