



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

Issuing Agent: The Law Office of T. Boice Turner, Jr., LLC  
Issuing Office: 1100 Woodstock Avenue, Anniston, AL 36207  
Issuing Office's ALTA® Registry ID: 1066124  
Commitment No.: 26-0232SS-1  
Issuing Office File No.: 26-0232SS  
Property Address: 1265 Dogwood Ln, Piedmont, AL 36272  
1261 Dogwood Ln, Piedmont, AL 36272

**SCHEDULE A**

1. Commitment Date: April 15, 2026 at 08:00 AM
2. Policy to be issued:
  - a. 2021 ALTA Owner's Policy (07/01/21)  
Proposed Insured: T B D  
Proposed Amount of Insurance: \$0.00  
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:  
Eunice Westfall
5. The Land is described as follows:  
SEE EXHIBIT A ATTACHED HERETO

April 22, 2026

T. Boice Turner, Jr.  
The Law Office of T. Boice Turner, Jr., LLC

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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. Warranty Deed from Eunice Westfall to T B D.
5. Prior to closing the transaction, an updated search of the Public Records must be performed. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires.
6. Our search found no open mortgage of record regarding subject property. We require that the owner of said property confirm the findings of our search of the Probate Record, attesting that there are no such encumbrances not of record and holding harmless/ indemnifying The Law Office of T. Boice Turner, Jr., LLC, against any loss and/or claim incurred by the existence of any such encumbrance not attested to in said affidavit.

### Tax Information:

Tract 1: 2026 ad valorem taxes were EXEMPT for Parcel #07-05-15-0-000-027.000.

Tract 2: 2026 ad valorem taxes were paid in the amount of \$660.36 for Parcel #07-05-15-0-000-027.003.

The above tax information is provided for informational purposes only. Tax information has been based on the present assessment rolls, but is subject to any changes or future adjustments that may be made by the tax assessor or by the County's Board of Equalization. No liability is assumed for the accuracy of the amount of taxes paid or for any changes imposed by said County authority.

**\*\*Effective March 1, 2026- If this transaction is subject to reporting under the Residential Real Estate Reporting Rule ("RRE Rule") issued by FinCEN, the Reporting Person (typically the Company's Policy Issuing Agent) must be provided with all necessary information before closing the transaction contemplated herein. The Reporting Person, as defined under the RRE Rule and required by Federal law, must collect additional information for certain transactions pursuant to the Bank Secrecy Act. Failure by any party to furnish the required information may delay the closing or prevent the Company from issuing the requested title insurance policy.\*\***

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## SCHEDULE B, PART I

(Continued)

### NOTE:

- 1) All papers are to be filed for record in the Probate Office of Calhoun County, Alabama. (The documents to be recorded are required to be filed in a timely manner. The ALTA BEST PRACTICES require said documents to be recorded within two (2) business days of the disbursement.) Please forward a copy of all recorded documents in this transaction at your earliest convenience.
- 2) Alabama Code Section 40-18-86 requires the purchaser to withhold a percentage of the proceeds from the sale or transfer of real estate by non residents of the State of Alabama. The purchaser should determine if the seller is a non resident of Alabama within the meaning of Code Section 40-18-86 and if the transaction is subject to the withholding requirement.
- 3) Alabama state law, effective August 1, 2023, prohibits ownership of real property by certain foreign principals. This law can be found at Act 2023-332. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy. If a prohibited foreign entity or person is a party to this transaction, the Company must be notified in writing. The Company will not knowingly close or insure a transaction that violates the referenced state law.
- 4) The Law Office of T. Boice, Turner, Jr., LLC incorporates the Privacy Policy Notice as specifically set out in the attached notice.

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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. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. 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 and not shown by the Public Records.
5. 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.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
8. Taxes and assessments for the year 2026 and subsequent years, not yet due and payable.
9. 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.
10. Terms and conditions of any unrecorded lease(s) and all rights of lessee(s) and any parties claiming through the lessee(s) under said lease(s).

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File No.: 26-0232SS

The Land referred to herein below is situated in the County of Calhoun, State of Alabama and is described as follows:

TRACT 1: A PARCEL OF LAND BEING IN THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ ; THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$ ; THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  AND THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 15; ALSO THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  AND THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 14, ALL IN TOWNSHIP 13 SOUTH, RANGE 8 EAST, CALHOUN COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 8 EAST, CALHOUN COUNTY, ALABAMA; THENCE SOUTH 89 DEGREES, 12 MINUTES 48 SECONDS WEST A DISTANCE OF 400.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 5 MINUTES 52 SECONDS WEST A DISTANCE OF 1,325.85 FEET; THENCE SOUTH 09 DEGREES 50 MINUTES 0 SECONDS EAST A DISTANCE OF 725.57 FEET, THENCE SOUTH 36 DEGREES 48 MINUTES 47 SECONDS EAST A DISTANCE OF 835.35 FEET MORE OR LESS, TO THE NORTHERLY BOUNDARY OF DOGWOOD LANE; THENCE SOUTH 52 DEGREES 5 MINUTES 48 SECONDS WEST ALONG THE NORTH RIGHT OF WAY OF DOGWOOD LANE A DISTANCE OF 105.20 FEET; THENCE SOUTH 46 DEGREES 18 MINUTES 52 SECONDS WEST ALONG THE NORTH RIGHT OF WAY OF DOGWOOD LANE A DISTANCE OF 45.14 FEET; THENCE SOUTH 46 DEGREES 18 MINUTES 52 SECONDS WEST ALONG THE NORTH RIGHT OF WAY OF DOGWOOD LANE A DISTANCE OF 35.77 FEET; THENCE SOUTH 43 DEGREES 15 MINUTES 45 SECONDS WEST ALONG THE NORTH RIGHT OF WAY OF DOGWOOD LANE A DISTANCE OF 97.32 FEET; THENCE SOUTH 49 DEGREES 0 MINUTES 3 SECONDS WEST ALONG THE NORTH RIGHT OF WAY OF DOGWOOD LANE A DISTANCE OF 77.97 FEET; THENCE SOUTH 57 DEGREES 42 MINUTES 20 SECONDS WEST ALONG THE NORTH RIGHT OF WAY OF DOGWOOD LANE A DISTANCE OF 59.85 FEET; THENCE SOUTH 60 DEGREES 40 MINUTES 25 SECONDS WEST ALONG THE NORTH RIGHT OF WAY OF DOGWOOD LANE A DISTANCE OF 185.82 FEET; THENCE SOUTH 57 DEGREES 41 MINUTES 40 SECONDS WEST ALONG THE NORTH RIGHT OF WAY OF DOGWOOD LANE A DISTANCE OF 32.09 FEET; THENCE LEAVING THE NORTH RIGHT OF WAY OF DOGWOOD LANE NORTH 44 DEGREES 27 MINUTES 0 SECONDS WEST A DISTANCE OF 571.67 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 0 SECONDS WEST A DISTANCE OF 949.20 FEET; THENCE NORTH 7 DEGREES 54 MINUTES 0 SECONDS WEST A DISTANCE OF 111.8 FEET; THENCE NORTH 9 DEGREES 3 MINUTES 0 SECONDS WEST A DISTANCE OF 393.80 FEET; THENCE NORTH 9 DEGREES 49 MINUTES 0 SECONDS WEST A DISTANCE OF 282.80 FEET; THENCE NORTH 10 DEGREES 0 MINUTES 0 SECONDS WEST A DISTANCE OF 147.0 FEET; THENCE NORTH 5 DEGREES 37 MINUTES 0 SECONDS WEST A DISTANCE OF 211.0 FEET; THENCE NORTH 2 DEGREES 42 SECONDS 0 MINUTES WEST A DISTANCE OF 48.20 FEET; THENCE NORTH 16 DEGREES 26 MINUTES 48 SECONDS EAST A DISTANCE OF 185.37 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 0 SECONDS EAST A DISTANCE OF 434.40 FEET; THENCE NORTH 0 DEGREES 48 MINUTES 10 SECONDS WEST A DISTANCE OF 1316.90 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 48 SECONDS EAST A DISTANCE OF 962.87 FEET TO THE POINT OF BEGINNING; SITUATED, LYING AND BEING IN CALHOUN COUNTY, ALABAMA.

LESS AND EXCEPT: A CERTAIN PARCEL OF LAND LOCATED IN THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 15, AND IN THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  AND THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 14, ALL IN TOWNSHIP 13 SOUTH, RANGE 8 EAST; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 8 EAST; THENCE DUE WEST 400.00 FEET; THENCE SOUTH 00 DEGREES 58 MINUTES WEST 1325.00 FEET; THENCE SOUTH 09 DEGREES 50 MINUTES EAST 725.90 FEET; THENCE SOUTH 36 DEGREES 50 MINUTES 00 SECONDS EAST 835.36 FEET; TO A  $\frac{3}{4}$  INCH PIPE ON THE OBSERVED NORTHWEST RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE SOUTH 49 DEGREES 01 MINUTES 40 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A

## EXHIBIT A

(Continued)

CHORD LENGTH OF 200.00 FEET TO A CAPPED REBAR AND THE TRUE POINT OF BEGINNING OF THE HEREAFTER DESCRIBED PARCEL; THENCE NORTH 36 DEGREES 50 MINUTES 00 SECONDS WEST AND LEAVING SAID RIGHT OF WAY LINE 250.00 FEET TO A CAPPED REBAR; THENCE NORTH 53 DEGREES 10 MINUTES 00 SECONDS EAST 50.00 FEET TO A CAPPED REBAR; THENCE NORTH 57 DEGREES 50 MINUTES 00 SECONDS WEST 545.11 FEET TO A CAPPED REBAR; THENCE NORTH 85 DEGREES 32 MINUTES 20 SECONDS WEST 410.73 FEET TO A CAPPED REBAR; THENCE SOUTH 32 DEGREES 08 MINUTES 00 SECONDS WEST 478.76 FEET TO A CAPPED REBAR; THENCE NORTH 88 DEGREES 53 MINUTES 01 SECONDS EAST 479.34 FEET TO A 1 AND ½ INCH PIPE; THENCE SOUTH 44 DEGREES 28 MINUTES 17 SECONDS EAST 571.65 FEET TO A ½ INCH REBAR ON THE OBSERVED RIGHT OF WAY LINE OF SAID COUNTY ROAD; THENCE NORTH 54 DEGREES 42 MINUTES 23 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A CHORD LENGTH OF 435.80 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 11.00 ACRES, MORE OR LESS. BEING THE SAME PROPERTY AS DESCRIBED IN DEED BOOK 3073, PAGE 458 IN THE OFFICE OF THE JUDGE OF PROBATE, CALHOUN COUNTY, ALABAMA.

ALSO, LESS AND EXCEPT: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 15; THENCE WEST FOR A DISTANCE OF 400.00 FEET TO A POINT; THENCE SOUTH 01 DEGREES 01 MINUTES WEST FOR A DISTANCE OF 871.91 FEET TO A POINT MARKED WITH A CAPPED REBAR (JAC); THENCE CONTINUE SOUTH 01 DEGREES 01 MINUTES WEST FOR A DISTANCE OF 453.58 FEET TO A POINT; THENCE SOUTH 73 DEGREES 24 MINUTES WEST FOR A DISTANCE OF 60.41 FEET TO A POINT MARKED WITH CAPPED REBAR ALSO KNOWN AS THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 73 DEGREES 24 MINUTES WEST FOR A DISTANCE OF 250.00 FEET; THENCE SOUTH 10 DEGREES 10 MINUTES EAST FOR A DISTANCE OF 329.29 FEET TO A POINT MARKED WITH A CAPPED REBAR; THENCE NORTH 73 DEGREES EAST FOR A DISTANCE OF 248.80 FEET TO A POINT MARKED WITH A CAPPED REBAR; THENCE NORTH 09 DEGREES 53 MINUTES WEST FOR A DISTANCE OF 329.38 FEET TO THE POINT OF BEGINNING. BEING THE SAME PROPERTY AS DESCRIBED IN DEED BOOK 3178, PAGE 968 IN THE OFFICE OF THE JUDGE OF PROBATE, CALHOUN COUNTY, ALABAMA.

TRACT 2: PARCEL OF LAND LYING IN AND BEING PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 8 EAST, CALHOUN COUNTY, ALABAMA CONTAINING 1.87 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE WEST FOR A DISTANCE OF 400.00' TO A POINT; THENCE S 01°01' W FOR A DISTANCE OF 871.91' TO A POINT MARKED WITH A CAPPED REBAR (JAC); THENCE CONTINUE S 01°01' W FOR A DISTANCE OF 453.58' TO A POINT; THENCE S 73°24' W FOR A DISTANCE OF 60.41' TO A POINT MARKED WITH CAPPED REBAR ALSO KNOWN AS THE POINT OF BEGINNING; THENCE CONTINUE 73° 24' W FOR A DISTANCE OF 250.00'; THENCE S 10°10' E FOR A DISTANCE OF 329.29' TO A POINT MARKED WITH A CAPPED REBAR; THENCE N 73° E FOR A DISTANCE OF 248.80' TO A POINT MARKED WITH A CAPPED REBAR; THENCE N 09°53' W FOR A DISTANCE OF 329.38' TO THE POINT OF BEGINNING.



**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**FIRST AMERICAN 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.

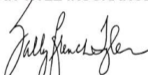
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, First American 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:   
Sally F. Tyler, President

By:   
Lisa W. Cornehl, Secretary

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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.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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