# ALTA COMMITMENT FOR TITLE INSURANCE

**Issued by**

## WESTCOR LAND TITLE INSURANCE COMPANY

## (ALTA Adopted 07-01-2021)

## 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, Westcor Land 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 (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Orange Beach Title, LLC BY:

*/s/ Mark Taupeka*

Its Agent

**WESTCOR LAND TITLE INSURANCE COMPANY**

WESTCOR LAND TITLE INSURANCE COMPANY CORPORATE SEAL 1993 SOUTH CAROLINA

By: Steven D. Black - President

Attest: Donald A. Berube - 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.

**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.

# ALTA COMMITMENT FOR TITLE INSURANCE
# (ALTA Adopted 07-01-2021)

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

Issuing Agent: Orange Beach Title LLC
Issuing Office: 4776 Main Street, Ste L-201, Orange Beach, AL 36561
Issuing Office's ALTA® Registry ID: 1163670
Loan ID No.: TBD
Commitment No.: WTS-26-131878
Issuing Office File No.: 260700806
Property Address: 3011 River Rd, Orange Beach, AL 36561

## SCHEDULE A

1. Commitment Date: July 27, 2026 at 08:00 AM

2. Policy to be issued:

   a. ALTA Owner's Policy (2021)
   Proposed Insured: Tbd Tbd and
   Proposed Amount of Insurance: $0.00
   The estate or interest to be insured: Fee Simple

   b. ALTA Loan Policy (2021)
   Proposed Insured: TBD, its successors and/or assigns as their respective interests may appear.
   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:

   Charles W. Rutter, Sr. and Faye Rutter, Trustees of the Rutter Revocable Trust, Dated February 9, 2022

5. The Land is described as follows:

   All that real property situated in Baldwin County, Alabama and more particularly described as follows: Lot 6, Ono Island Subdivision, Unit Fifteen, as per plat thereof recorded in Map Book 12, Page 133 in the Office of the Judge of Probate of Baldwin County, Alabama.

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# SCHEDULE A
(Continued)

Orange Beach Title, LLC BY:

*/s/ Mark Taupeka*
Its Agent

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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. Mortgage from Tbd Tbd and to TBD, securing the principal amount of $0.00.

5. 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.

6. 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 Charles W. Rutter, Sr. and Faye Rutter, Trustees of the Rutter Revocable Trust, Dated February 9, 2022 to To Be Determined conveying the land described under Schedule "A". b. Mortgage from To Be Determined to The Proposed Insured Lender, encumbering the land in the amount shown on Schedule A hereof. c. NOTE: Spouse of individual(s), if any, to join in the above required instrument(s) OR the document must state that captioned property is not the homestead of the grantor/mortgagor.

7. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

8. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

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## SCHEDULE B, PART I
(Continued)

9. 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 specific designation of a Proposed Insured and/or the Amount of Coverage to be afforded and has revised this commitment to reflect same. 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 or inclusion of the Amount of Coverage.

10. Release or Satisfaction of Mortgage executed by Rutter Revocable Trust, [redacted], in favor of [redacted] acting solely [redacted], a State Chartered Bank, given to secure the original principal sum of [redacted]

11. Obtain and review the Trust Agreement for the Rutter Revocable Trust, Dated February 9, 2022, or a memorandum of said Trust, along with excerpts of said Trust showing Trustee(s) authority to convey (or mortgage, if applicable), together with any amendments or modifications thereto. Alternatively, execution and recordation by the current Trustee of the Trust a Certification of Trust. In the event a Successor Trustee is attempting to convey/mortgage the property and said Successor Trustee is not set out on the Vesting deed, a review of the Trust Agreement will be necessary.

12. Satisfactory evidence that all Homeowners Association dues and/or assessments, including special assessments, against the land described herein, are paid in full to date.

13. NOTE: Real Estate Taxes for the year 2025 were paid in the amount of $3,363.36; Assessed Value $120,120.00; Gross Amount $3,363.36; Exemptions: N/A; Folio No.: 64-03-06-0-000-060.000.

14. NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following instrument(s) affecting said land is the last conveying instrument(s) filed for record within 24 months of the effective date of this Commitment:
    1. Warranty Deed recorded 09/09/2025 in Instrument Number 2209413.
    2. Warranty Deed recorded 11/02/2022 in Instrument Number 2032089.

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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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met

2. Rights or Claims of parties in possession not shown by the public records.

3. Easements or claims of easements not shown by the public records.

4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.

5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.

6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.

7. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.

8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.

9. Encroachments, overlaps, boundary lines disputes, and other matters which would be disclosed by an accurate survey and inspection of the premises.

10. Rights or claims of parties in possession not shown by the Public Records.

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## SCHEDULE B, PART II
(Continued)

11. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.

12. Easements or claims of easements not shown by Public Records.

13. Taxes or special assessments which are not shown as existing liens by the public records.

14. Taxes and assessments for the year 2026 and subsequent years, which are not yet due and payable.

15. Restrictive covenants relating to the use and occupancy of the Property described in above as contained in Restrictive Covenants and Right of Use of Roads, executed by John C. Golightly, Sr. and Louise A. Golightly, husband and wife, Ono Development Company, Inc., and Ono East, Inc. recorded in Miscellaneous Book 23, Page 881-885.

16. Reservation of all Oil, Gas and other Minerals, and all rights in connection therewith as contained in deed from Ono Development, Inc., to Luther H. Waller, et al, dated January 29, 1990 and recorded in Real Property Book 379, Page 982.

17. Rights of governmental agencies to prescribe water quality standards for the waters in said canal system and to close off said canals from Bayou St. John if water quality problems develop which are not satisfactorily remedied as referenced in deed recorded in Real Property Book 391, Page 500.

18. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Map Book 12, at Page 133.

19. Restrictions, reservations, terms, conditions and limitations as contained in Declaration of Covenants and Restrictions Applicable to Ono Island Subdivision, Unit One, Baldwin County, Alabama recorded in Miscellaneous Book 23, Page 881, Miscellaneous Book 24, Page 67, et seq., and in Declaration of General Covenants and Restrictions Applicable to Ono Island Subdivision recorded in Miscellaneous Book 22, Page 359, Miscellaneous Book 25, Page 63, Real Property Book 224, Page 1737, Real Property Book 278, Page 1113, Miscellaneous Book 40, Page 1033, Miscellaneous Book 43, Page 173, Miscellaneous Book 47, Page 1384, Miscellaneous Book 66, Page 232, Real Property Book 176, Page 273, Real Property Book 491, Page 1078, Instrument Number 204032 and Instrument Number 1226606, together with any amendments thereto, and Articles of Incorporation recorded in Instrument Number 575735.

20. Restrictive covenants relating to the use and occupancy of the property described as set forth in instrument recorded in Miscellaneous Book 55, Page 982, and all amendments thereto.

21. Notice of Increase in Annual Membership Maintenance Assessment lien against lots in Ono Island Subdivision recorded in Miscellaneous Book 66, Page 232-234 and Real Property Book 278, Page 1113.

22. Easement from Ono Development Company, Inc., granted to Baldwin County Electric Membership Corporation recorded in Deed Book 521, Page 736-742.

23. Annual Maintenance Assessment recorded in Miscellaneous Book 40, Page 1033 and Annual Maintenance Assessment recorded in Real Property Book 278, Page 1113.

24. Ono Island Canal Maintenance Trust Agreement by and between Ono Development Company, Inc., Ono East, Inc. and the First National Bank of Mobile as Trustee recorded in Real Property Book 337, Page 1692.

25. The warranties otherwise contained herein are specifically modified and excluded with respect to minerals or mineral interests in, on or under the above described land heretofore severed.

26. City of Orange Beach Community Preservation and Growth Management Plant filed August 7, 2007 in Instrument Number 1066859, and all amendments thereto.

27. Riparian rights and littoral rights, if any, incident to the land.

28. Rights of other parties, the United States of America or State of Alabama in and to the shore, littoral or riparian rights to the property described herein lying adjacent to a canal.

29. Title to any portion of the property located within the boundaries of the Canal.

30. Canal Maintenance Trust Agreement, covenants, conditions and restrictions appearing of record contained in instrument recorded in Real Property Book 199, Page 1839.

31. Canal Maintenance Trust Agreement by Ono East, Inc., et al, dated April 12, 1984, and recorded in Real Property Book 337, Page 1962.

32. Reservation of right to transfer ingress and egress over any canal contained in Correction Deed recorded in Real Property Book 286, Page 1546.

33. By-Laws recorded in Instrument Number 1769719.

34. Coal, oil, gas, limestone and other mineral interests in the land and all rights and easements in favor of the state of said coal, oil, gas, limestone and other minerals.

35. This policy is subject to any potential current use rollback taxes, any reappraisal, assessed value adjustment, and/or escape taxes which may become due by virtue of any future action of the Office of the Tax Collector, and/or the Board of Equalization of the County, in which the County in which the subject property is located.

36. All recording references refer to the records in the Office of the Judge of Probate of Baldwin County, Alabama