



# CHICAGO TITLE INSURANCE COMPANY

## CHICAGO TITLE INSURANCE COMPANY

### COMMITMENT FOR TITLE INSURANCE

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#### SCHEDULE A

**COMMITMENT NUMBER:** 66667.02(B)

1. **EFFECTIVE DATE:** September 13, 2019 at 5:00 P.M.
2. Policy to be issued:
  - (a) 2006 ALTA<sup>®</sup> Owner's Policy w/ GA Modifications  
Proposed Insured: A NATURAL PERSON OR LEGAL ENTITY TO BE FORMED OR DESIGNATED TO BE IDENTIFIED  
Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this commitment is FEE SIMPLE.
4. Title to the FEE SIMPLE estate or interest in the Land is at the Commitment Date vested in:

See Exhibit "C"
5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO.

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# CHICAGO TITLE INSURANCE COMPANY

## SCHEDULE A (cont.)

TRINITY TITLE INSURANCE AGENCY, INC.

Countersigned at Decatur, Georgia

Authorized Officer or 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 the 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 to be insured must be properly authorized, executed, delivered, and recorded in the Public Records, to wit:
  - a) Warranty Deed, from THE TRUST FOR PUBLIC LAND, A NON-PROFIT CALIFORNIA PUBLIC BENEFIT CORPORATION D/B/A THE TRUST FOR PUBLIC LAND (INC.) to A NATURAL PERSON OR LEGAL ENTITY TO BE FORMED OR DESIGNATED TO BE IDENTIFIED pursuant to proper authority.

Note: In connection with establishing proper authority, the Company must be provided the following:

- i) Resolution of the board of directors, managing member(s) or general partner, as applicable, of the grantor authorizing the sale of the subject property;
- ii) A copy of the partnership agreement or operating agreement, as applicable, of the grantor;
- iii) Incumbency Certificate setting forth the names and signatures of the officers of the corporation authorized to execute documents in connection with the sale of the subject property;
- iv) A Certificate of Good Standing issued by the Secretary of State of the jurisdiction in which the grantor is formed;
- v) Any further documentation required by the Company upon review of the above referenced documentation submitted by the grantor.

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5. If any party to the transaction is an artificial person, proof satisfactory to the Company that it is legally formed, in existence and in good standing, that the transaction has been duly

## SCHEDULE B, PART I – (cont.)

authorized and that the persons who will execute the documents have been authorized to do so.

6. Payment of all taxes and assessments assessed against the Land which are due and payable, to wit: shown as “to be paid”, if any, on the Tax Information chart shown at the end of this Section.
7. Payment of all charges or assessments which are due and payable for water, sewer, sanitary services, garbage, or other utilities or services for which the county or municipality in which the Land is located has a lien.

**NOTE: Water bill payment cannot be satisfied solely by the production of an affidavit from the seller or borrower, but requires separate verification with the appropriate county, municipality and/or service providers.**

8. The following must be furnished in form and substance satisfactory to the Company to delete or amend (in accordance with the facts established) the Exceptions set forth on Schedule B, Part II:
  - a) As to Exception Numbers 3 and 4: Receipt of a current accurate survey and surveyor’s inspection report on the Land
  - b) As to Exception Number 5: Receipt of satisfactory proof in affidavit form establishing who is in possession of the Land, and under what right.
  - c) As to Exception Number 6: (i) Satisfactory proof that improvements and/or repairs or alterations to the Land are completed; that contractors, subcontractors, laborers and materialmen are paid in full at the agreed price or (ii) if the loan is a construction loan, satisfactory proof that no work has begun, no materials delivered, no tools or equipment furnished and no services rendered on or with respect to the Land.

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## SCHEDULE B, PART I – (cont.)

- d) As to Exception Numbers 2 and 7: Receipt of satisfactory proof of payment of all taxes, charges, assessments, levied and assessed against the Land, which are due and payable, together with an affidavit from the owner of the Land as of the date of the insured instrument, stating that all taxes, charges, assessments, levied and assessed against the Land which are due and payable have been paid, and that said owner has no knowledge of any pending assessments.
- 9. The Commercial Real Estate Broker Lien Act applies to a sale, lease, option, or other transfer of commercial real estate; therefore, disclosure from the Seller and Buyer (Lessor and Lessee), in affidavit form stating (1) whether or not Broker’s services have been engaged with regard to the management, sale, purchase, lease, option or other conveyance of any interest in the subject commercial real estate, and (2) whether or not a notice of lien for any such services has been received. Where the possibility of a right to file a Broker’s lien exists, satisfaction (waiver, estoppel statement and payment) of such lien right must occur prior to or at closing. If not so satisfied, an exception to any such right to a Broker’s lien will appear in Schedule B of the Policy.
- 10. Endorsements, if any, to be issued in connection with the proposed policy, are subject to the underwriting requirements of the Company.

### Tax Information

Jurisdiction	Year	Parcel/Bill No.	Amount	Status
Gordon County	2019	039-109*	\$3,473.61	Due

\*Covers more land

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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. 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 1-Requirements are met.
2. All taxes for the year 2019, and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Commitment Date.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
4. Easements, or claims of easements, not shown by the public records.
5. Rights or claims of parties in possession not shown by the public records.
6. Liens or rights 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. The policy does not insure the exact amount of acreage contained within the Land.

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9. Right to borrow earth for fill contained in Warranty Deed between J. J. Brown and the State of Georgia, for the use of Western and Atlantic Railroad, dated March 25, 1946, filed March 26, 1946, recorded in [Deed Book 19, Page 257](#), Gordon County, Georgia records.
10. Matters shown on Subdivision of G. E. Whelchel's recorded in [Plat Book 1, Page 173](#), Gordon County, Georgia records.
11. Matters disclosed on ALTA/ASCM Land Title Survey for The Trust for Public Land and Chicago Title Insurance Company, dated June 23, 2008, by Armstrong Land Surveying, Inc., certified by Robert T. Armstrong, Georgia Registered Land Surveyor No. 1901.
12. Boundary Line Agreement between H. J. Dooley and Charles E. Dooley, as owners of the Dooley Property, and Mescal Medders, Rita Smith and Joy Powell, Individually and as Co-Executrices of the Last Will and Testament of Thurman F. Chitwood, Deceased, and Martha N. Chitwood, Individually, as owners of the Medders Property, dated June 27, 2008, filed July 2, 2008, recorded in [Deed Book 1538, Page 426](#), aforesaid records. (Affects Parcel 2)
13. Deed of Conservation Easement from The Trust for Public Land d/b/a The Trust for Public Land (Inc.) to Gordon County, dated march 1, 2011, filed March 7, 2011 in [Deed Book 1695, page 447](#), Gordon County, Georgia records.
14. Exception is made as to no liability due to lack of access to a public road.

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## AS A MATTER OF INFORMATION:

**Note:** O.C.G.A. § 15-6-61(a)(10) requires a three inch (3”) margin for the Clerk’s use only at the top of the first page of all deeds and other documents to be recorded.

**Note:** O.C.G.A. § 48-7-128 et seq. requires a purchaser to withhold three percent (3%) of the purchase price or consideration paid if the seller or transferor is a non-resident of the State of Georgia. The purchaser’s agent or the settlement agent must determine if the seller is a non-resident of the State of Georgia under said statute and subject to withholding. The Georgia Department of Revenue has prescribed forms to be used to determine if withholding is required and to submit the withheld funds to the department.

**Note:** This title insurance commitment does not provide **personal property tax information**, if any. However, if you need this information, we can provide a Personal Property Tax Certification Letter as a separate service.

**Note:** **UCC Financing Statements filed affecting only personal property** are not reflected in this title commitment. However, if you need this information, we can provide a UCC Certification Letter for any names/entities as requested, as a separate service.

## INSTRUCTIONS FOR ELECTRONIC TRANSFER TAX DECLARATIONS IN GEORGIA

In Georgia, you must file a PT-61 Form (transfer tax declaration) with the deed. You must fill it out at <http://www.gsccca.org/efiling/pt610/>.

In order to fill out the form, you will need to collect from both the buyer and the seller their mailing addresses and permission to file the form on their behalf. The buyer should provide the address that they want their tax bill to be sent to. You will also have to fill in the purchase price of the land and tax is automatically calculated (\$.10 per \$100.00 of consideration or any part thereof). The website also has all exemptions from the tax available by a drop down window. Please forward a printout of the confirmation form with the deed as we must present it with the deed and payment of the tax at the time of recording the deed. Do not write on the confirmation form or the Clerk will refuse it.

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## Exhibit "A" (Page 1 of 3)

### Parcel 2:

All that tract or parcel of land lying and being in Land Lots 265, 275 and 276, 13th District, 3rd Section of Gordon County, Georgia, and being more particularly described as follows:

Beginning at a concrete monument at the southeast corner of Land Lot 265, said corner being the common corner of Land Lots 265, 266, 275 and 276; thence along the north line of Land Lot 275 and the lands of Dooley North 89 degrees 21 minutes 59 seconds East, a distance of 2,430.50 feet to a point on the bank of the Conasauga River; thence along the bank of the Conasauga the following calls:

South 09 degrees 01 minutes 23 seconds West, a distance of 24.41 feet to a point; South 01 degrees 35 minutes 46 seconds East, a distance of 164.99 feet to a point; South 08 degrees 38 minutes 37 seconds West, a distance of 72.31 feet to a point; South 21 degrees 58 minutes 55 seconds West, a distance of 54.42 feet to a point; South 29 degrees 16 minutes 41 seconds West, a distance of 175.62 feet to a point; South 49 degrees 18 minutes 32 seconds West, a distance of 75.05 feet to a point; South 63 degrees 41 minutes 00 seconds West, a distance of 125.12 feet to a point; South 53 degrees 38 minutes 51 seconds West, a distance of 78.58 feet to a point; South 60 degrees 00 minutes 49 seconds West, a distance of 91.10 feet to a point; South 49 degrees 38 minutes 58 seconds West, a distance of 144.29 feet to a point; South 34 degrees 02 minutes 01 seconds West, a distance of 86.04 feet to a point; South 46 degrees 49 minutes 55 seconds West, a distance of 74.35 feet to a point; South 06 degrees 55 minutes 36 seconds West, a distance of 116.07 feet to a point; South 03 degrees 45 minutes 16 seconds East, a distance of 141.82 feet to a point; South 06 degrees 42 minutes 55 seconds West, a distance of 93.64 feet to a point; South 22 degrees 54 minutes 59 seconds East, a distance of 100.31 feet to a point; South 20 degrees 39 minutes 08 seconds East, a distance of 201.54 feet to a point; South 37 degrees 25 minutes 41 seconds East, a distance of 68.56 feet to a point; South 24 degrees 13 minutes 49 seconds East, a distance of 184.86 feet to a point; South 15 degrees 51 minutes 17 seconds East, a distance of 83.98 feet to a point; South 04 degrees 09 minutes 35 seconds East, a distance of 86.57 feet to a point; South 35 degrees 26 minutes 27 seconds West, a distance of 74.52 feet to a point; South 63 degrees 35 minutes 32 seconds West, a distance of 73.46 feet to a point; South 74 degrees 24

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## Exhibit "A" (Page 2 of 3)

minutes 42 seconds West, a distance of 117.20 feet to a point; North 77 degrees 45 minutes 07 seconds West, a distance of 127.33 feet to a point; North 67 degrees 26 minutes 09 seconds West, a distance of 107.94 feet to a point; North 75 degrees 11 minutes 40 seconds West, a distance of 190.71 feet to a point; North 68 degrees 32 minutes 11 seconds West, a distance of 107.69 feet to a point; South 87 degrees 17 minutes 58 seconds West, a distance of 60.93 feet to a point; North 76 degrees 21 minutes 50 seconds West, a distance of 112.60 feet to a point; North 80 degrees 47 minutes 53 seconds West, a distance of 90.97 feet to a point; North 80 degrees 40 minutes 53 seconds West, a distance of 232.23 feet to a point; South 89 degrees 56 minutes 34 seconds West, a distance of 139.88 feet to a point; South 86 degrees 18 minutes 14 seconds West, a distance of 260.21 feet to a point; South 88 degrees 38 minutes 49 seconds West, a distance of 106.31 feet to a point; South 83 degrees 30 minutes 20 seconds West, a distance of 214.66 feet to a point; South 85 degrees 28 minutes 03 seconds West, a distance of 105.59 feet to a point; South 83 degrees 19 minutes 25 seconds West, a distance of 115.77 feet to a point; South 75 degrees 47 minutes 42 seconds West, a distance of 118.30 feet to a point; South 89 degrees 46 minutes 31 seconds West, a distance of 109.73 feet to a point; South 86 degrees 22 minutes 32 seconds West, a distance of 100.32 feet to a point; South 75 degrees 37 minutes 48 seconds West, a distance of 153.72 feet to a point; South 81 degrees 03 minutes 41 seconds West, a distance of 89.84 feet to a point; South 87 degrees 36 minutes 14 seconds West, a distance of 90.00 feet to a point; South 78 degrees 20 minutes 32 seconds West, a distance of 95.83 feet to a point; South 80 degrees 42 minutes 59 seconds West, a distance of 91.04 feet to a point; South 75 degrees 49 minutes 14 seconds West, a distance of 139.63 feet to a point; South 60 degrees 09 minutes 53 seconds West, a distance of 88.69 feet to a point; South 54 degrees 27 minutes 24 seconds West, a distance of 67.95 feet to a point; South 61 degrees 03 minutes 03 seconds West, a distance of 102.43 feet to a point; South 54 degrees 53 minutes 14 seconds West, a distance of 102.27 feet to a point; South 45 degrees 08 minutes 03 seconds West, a distance of 70.74 feet to a point; South 47 degrees 24 minutes 51 seconds West, a distance of 114.10 feet to a point; South 58 degrees 47 minutes 06 seconds West, a distance of 62.94 feet to a point; South 40 degrees 21 minutes 36 seconds West, a distance of 72.39 feet to a point; South 56 degrees 46 minutes 33 seconds West, a distance of 184.71 feet to a point; South 47 degrees 16 minutes 57 seconds West, a distance of 114.41 feet to a point; South 43 degrees 18 minutes 33 seconds West, a distance of 114.98 feet to a point; South 51 degrees 42 minutes 49 seconds West, a distance of 145.19 feet to a point; South 41 degrees 08 minutes 05 seconds West, a distance of 83.21 feet to

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## Exhibit "A" (Page 3 of 3)

a point; South 45 degrees 08 minutes 18 seconds West, a distance of 41.76 feet to a point; thence leaving said river bank and along the lands of Parker North 83 degrees 24 minutes 24 seconds West, a distance of 659.99 feet to a point on the southeast right of way line of the Western and Atlantic Railroad (right of way varies); thence along said right of way along a curve to the right, said curve having an arc distance of 1,161.89 feet, with a radius of 3,769.83 feet, and being subtended by a chord bearing of North 25 degrees 00 minutes 37 seconds East at a distance of 1,157.30 feet to a point; thence continuing along said right of way North 56 degrees 09 minutes 37 seconds West, a distance of 17.00 feet to a point; thence continuing along said right of way along a curve to the right, said curve having an arc distance of 69.60 feet, with a radius of 3,786.83 feet, and being subtended by a chord bearing of North 34 degrees 21 minutes 58 seconds East at a distance of 69.60 feet to a point; thence continuing along said right of way North 34 degrees 11 minutes 12 seconds East, a distance of 2,322.94 feet to a point; thence continuing along said right of way along a curve to the right, said curve having an arc distance of 869.91 feet, with a radius of 7,020.03 feet, and being subtended by a chord bearing of North 37 degrees 44 minutes 12 seconds East at a distance of 869.35 feet to a point; thence continuing along said right of way North 41 degrees 17 minutes 12 seconds East, a distance of 698.91 feet to a point on the east line of Land Lot 265; thence leaving said right of way and along the east line of Land Lot 265 and the lands of Dooley South 00 degrees 05 minutes 36 seconds West, a distance of 1,486.09 feet to a concrete monument; said point being the POINT OF BEGINNING.

Said tract or parcel containing 9,094,862 square feet or 208.79 acres, shown as Parcel 2 on a plat of survey for The Trust for Public Land, et al., prepared by Robert T. Armstrong, G.R.L.S. No. 1901 of Armstrong Land Surveying Inc., dated June 23, 2008.

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Exhibit "C"  
(vesting information)

Fee simple title is vested in THE TRUST FOR PUBLIC LAND, A NON-PROFIT CALIFORNIA PUBLIC BENEFIT CORPORATION D/B/A THE TRUST FOR PUBLIC LAND (INC.) by virtue of the following:

Limited Warranty Deed at [Deed Book 1538, page 439](#), Gordon County, Georgia records;

Limited Warranty Deed at [Deed Book 1538, page 447](#), Gordon County, Georgia records; and

Quitclaim Deed at [Deed Book 1538, page 454](#), Gordon County, Georgia records.

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