



# CHICAGO TITLE INSURANCE COMPANY

## CHICAGO TITLE INSURANCE COMPANY

### COMMITMENT FOR TITLE INSURANCE

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#### SCHEDULE A

**COMMITMENT NUMBER:** 66667.02(C)

1. **EFFECTIVE DATE:** September 11, 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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# CHICAGO TITLE INSURANCE COMPANY

## 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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## SCHEDULE B, PART I – (cont.)

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 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
Whitfield County	2019	13-240-07-000	\$388.31	To be paid 12/20/2019

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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. The subject property does not appear to abut any public road; other than through other property described herein located in Gordon County.
10. 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.
11. 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 24, 2011, recorded in [Deed Book 5585, page 7](#), Whitfield County, Georgia records.
12. Application and Questionnaire for Current Use by The Trust for Public Land, dated March 20, 2015, filed June 9, 2015, recorded in [Deed Book 6187, page 247](#), Whitfield County, Georgia records.

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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"

### Parcel 3 – Whitfield County

All that tract or parcel of land lying and being in Land Lot 240, 13th District, 3rd Section of Whitfield County, Georgia, and being more particularly described as follows:

Beginning at a 2" flat iron at the southwest corner of Land Lot 240, said land lot corner being the common corner of Land Lots 240, 241, 264 and 265; thence along the lands of Bobby T. Nance and along the west line of Land Lot 240 North 00 degrees 04 minutes 52 seconds West, a distance of 1,392.27 feet to a 5/8" rebar; thence leaving said land lot line and along the lands of Dennis M. Nance and Martha Nance Chitwood North 89 degrees 59 minutes 51 seconds East, a distance of 839.89 feet to a 1/2" rod; thence along the lands of Dennis M. Nance South 31 degrees 13 minutes 35 seconds East, a distance of 1,628.19 feet to a 1/2" rebar found on the south line of Land Lot 240; thence along the lands of Melea Tennant, Martha Chitwood, and Julian Medders and along the south line of Land Lot 240 due West, a distance of 1,682.01 feet to a 2" flat iron; said point being the POINT OF BEGINNING.

Said tract or parcel containing 1,755,605 square feet or 40.30 acres, and more particularly shown as Parcel 3 on that certain survey prepared for The Trust for Public Land, et al. 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 5228, page 176](#), Whitfield County, Georgia records; and,  
Quitclaim Deed at [Deed Book 5261, page 64](#), Whitfield County, Georgia records.

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