



Chicago Title Insurance Company

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 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, Chicago Title Insurance Company, a CA 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 Policy Amount 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:

ATTEST

President

Secretary

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ALTA Commitment for Title Insurance 8-1-16



(67147.PFD/67147/47)



Chicago Title Insurance Company

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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

RI:

PROPERTY USE: Commercial

PROPERTY TYPE: Other

Transaction Identification Data for reference only:

Issuing Agent: GULF SHORES TITLE CO., INC.
Issuing Office: 100 Cove Avenue, Gulf Shores, AL 36542
ALTA® Universal ID: 00000009
Loan ID Number:
Commitment Number: 67147
Issuing Office File Number: 67147
Property Address: 94 ACRES IN, FOLEY, AL 36535
Revision Number: 2

SCHEDULE A

1. Commitment Date: January 14, 2020 at 08:00 AM
2. Policy to be issued:
 - (a) 2006 ALTA Owner's Policy
Proposed Insured: THE CITY OF FOLEY, ALABAMA
Proposed Policy Amount: \$ 1,178,000.00
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:
BILL H. BENGSTON, JR. (Deed dated 10/22/12 and recorded at Instrument 1366418)
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

CHICAGO TITLE INSURANCE COMPANY

GULF SHORES TITLE CO., INC.

By:

Authorized Officer or Agent

Signatory License No.: LIC #:0658705

Title Agency License No.: 187982

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Chicago Title Insurance Company

EXHIBIT A PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

COMMENCE AT THE "LOCALLY ACCEPTED" NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 8 SOUTH, RANGE 4 EAST, ST. STEPHENS MERIDIAN, FOR A POINT OF BEGINNING AND RUN THENCE SOUTH 00 DEGREES 01'02" WEST, A DISTANCE OF 1324.15 FEET; THENCE RUN SOUTH 00 DEGREES 02'05" WEST, A DISTANCE OF 1323.57 FEET; THENCE RUN SOUTH 00 DEGREES 03'46" EAST, 1323.55 FEET; THENCE RUN NORTH 89 DEGREES 58'54" EAST, 379.32 FEET TO A POINT ON A DELINEATED WETLANDS LINE;

THENCE RUN NORTHEASTWARDLY, ALONG SAID DELINEATED WETLANDS LINE, THE FOLLOWING COURSES:

NORTH 46 DEGREES 23'09" EAST, 31.08 FEET;
THENCE RUN NORTH 34 DEGREES 43'32" EAST, 40.21 FEET;
THENCE RUN NORTH 05 DEGREES 16'59" EAST, 49.63 FEET;
THENCE RUN NORTH 47 DEGREES 44'46" EAST, 86.55 FEET;
THENCE RUN NORTH 33 DEGREES 22'15" EAST, 47.89 FEET;
THENCE RUN NORTH 13 DEGREES 18'32" EAST, 34.47 FEET;
THENCE RUN NORTH 29 DEGREES 22'45" EAST, 48.10 FEET;
THENCE RUN NORTH 44 DEGREES 54'16" EAST, 38.90 FEET;
THENCE RUN NORTH 37 DEGREES 42'32" EAST, 36.55 FEET;
THENCE RUN NORTH 21 DEGREES 20'09" EAST, 26.86 FEET;
THENCE RUN NORTH 22 DEGREES 52'10" EAST, 37.63 FEET;
THENCE RUN NORTH 27 DEGREES 33'39" EAST, 48.01 FEET;
THENCE RUN NORTH 23 DEGREES 10'36" EAST, 50.91 FEET;
THENCE RUN NORTH 13 DEGREES 59'52" EAST, 52.47 FEET;
THENCE RUN NORTH 01 DEGREE 09'26" EAST, 59.35 FEET;
THENCE RUN NORTH 08 DEGREES 16'41" WEST, 52.10 FEET;
THENCE RUN NORTH 41 DEGREES 27'38" WEST, 50.94 FEET;
THENCE RUN NORTH 15 DEGREES 42'03" EAST, 42.64 FEET;
THENCE RUN NORTH 11 DEGREES 34'46" EAST, 41.54 FEET;
THENCE RUN NORTH 12 DEGREES 40'25" EAST, 27.82 FEET;
THENCE RUN NORTH 27 DEGREES 33'18" WEST, 31.49 FEET;
THENCE RUN NORTH 59 DEGREES 32'20" WEST, 85.68 FEET;
THENCE RUN NORTH 28 DEGREES 26'49" EAST, 13.96 FEET;
THENCE RUN SOUTH 67 DEGREES 41'45" EAST, 53.66 FEET;
THENCE RUN SOUTH 82 DEGREES 37'03" EAST, 44.17 FEET;
THENCE RUN NORTH 84 DEGREES 21'30" EAST, 33.34 FEET;
THENCE RUN NORTH 81 DEGREES 18'27" EAST, 43.17 FEET;
THENCE RUN NORTH 07 DEGREES 04'46" WEST, 28.06 FEET;
THENCE RUN NORTH 07 DEGREES 11'17" WEST, 43.75 FEET;
THENCE RUN NORTH 40 DEGREES 49'43" EAST, 38.16 FEET;
THENCE RUN NORTH 37 DEGREES 34'17" EAST, 38.97 FEET;
THENCE RUN NORTH 73 DEGREES 18'31" EAST, 34.87 FEET;
THENCE RUN NORTH 49 DEGREES 24'21" EAST, 44.92 FEET;
THENCE RUN NORTH 34 DEGREES 37'58" EAST, 44.96 FEET;

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EXHIBIT A
(Continued)

THENCE RUN NORTH 26 DEGREES 26'06" EAST, 54.75 FEET;
THENCE RUN NORTH 26 DEGREES 06'09" EAST, 44.87 FEET;
THENCE RUN NORTH 13 DEGREES 40'31" EAST, 66.96 FEET;
THENCE RUN NORTH 23 DEGREES 33'17" EAST, 41.54 FEET;
THENCE RUN NORTH 12 DEGREES 00'29" EAST, 52.55 FEET;
THENCE RUN NORTH 30 DEGREES 23'37" EAST, 46.95 FEET;
THENCE RUN NORTH 23 DEGREES 18'19" EAST, 47.18 FEET;
THENCE RUN NORTH 25 DEGREES 31'13" EAST, 48.88 FEET;
THENCE RUN NORTH 26 DEGREES 49'49" EAST, 57.86 FEET;
THENCE RUN NORTH 35 DEGREES 36'33" EAST, 62.64 FEET;
THENCE RUN NORTH 09 DEGREES 37'04" EAST, 73.56 FEET;
THENCE RUN NORTH 10 DEGREES 28'20" EAST, 45.83 FEET;
THENCE RUN NORTH 53 DEGREES 26'01" EAST, 51.15 FEET;
THENCE RUN NORTH 01 DEGREES 59' 46" EAST, 31.91 FEET;
THENCE RUN NORTH 72 DEGREES 56'38" EAST, 24.53 FEET;
THENCE RUN NORTH 29 DEGREES 35'16" EAST, 52.73 FEET;
THENCE RUN NORTH 38 DEGREES 54'26" EAST, 47.97 FEET;
THENCE RUN NORTH 41 DEGREES 25'52" EAST, 34.40 FEET;
THENCE RUN NORTH 04 DEGREE 22'22" WEST, 54.26 FEET;
THENCE RUN NORTH 08 DEGREES 53'37" WEST, 53.35 FEET;
THENCE RUN NORTH 09 DEGREES 54'07" EAST, 28.96 FEET;
THENCE RUN NORTH 05 DEGREES 22'59" WEST, 31.92 FEET;
THENCE RUN NORTH 08 DEGREES 32'36" EAST, 42.82 FEET;
THENCE RUN NORTH 03 DEGREES 27'35" WEST, 48.44 FEET;
THENCE RUN NORTH 02 DEGREES 33'12" WEST, 37.66 FEET;
THENCE RUN NORTH 00 DEGREES 35'03" WEST, 32.83 FEET;
THENCE RUN NORTH 04 DEGREES 16'39" EAST, 64.02 FEET;
THENCE RUN NORTH 15 DEGREES 32'48" WEST, 60.43 FEET;
THENCE RUN NORTH 05 DEGREES 40' 22" WEST, 114.73 FEET;
THENCE RUN NORTH 09 DEGREES 26'15" WEST, 101.01 FEET;
THENCE RUN NORTH 03 DEGREES 02'30" EAST, 87.60 FEET;
THENCE RUN NORTH 09 DEGREES 40'21" WEST, 50.11 FEET;
THENCE RUN NORTH 66 DEGREES 39'40" WEST, 72.62 FEET;
THENCE RUN NORTH 05 DEGREES 10'36" EAST, 72.20 FEET;
THENCE RUN NORTH 02 DEGREES 17'31" EAST, 59.41 FEET;
THENCE RUN NORTH 17 DEGREES 06'56" WEST, 64.87 FEET;
THENCE RUN NORTH 16 DEGREES 33'19" WEST, 129.10 FEET;
THENCE RUN NORTH 03 DEGREES 53'31" EAST, 105.33 FEET;
THENCE RUN NORTH 27 DEGREES 27'56" WEST, 113.93 FEET;
THENCE RUN NORTH 08 DEGREES 19'24" WEST, 77.31 FEET;
THENCE RUN NORTH 23 DEGREES 08'36" EAST, 40.81 FEET;
THENCE RUN NORTH 13 DEGREES 19'29" EAST, 78.33 FEET;
THENCE RUN NORTH 17 DEGREES 59'30" EAST, 43.08 FEET;
THENCE RUN NORTH 21 DEGREES 20'29" EAST, 47.17 FEET;
THENCE RUN NORTH 26 DEGREES 44'53" EAST, 38.37 FEET;
THENCE RUN NORTH 38 DEGREES 56'30" EAST, 41.02 FEET;
THENCE RUN NORTH 57 DEGREES 12'35" EAST, 37.01 FEET;
THENCE RUN NORTH 41 DEGREES 40'12" EAST, 38.36 FEET;
THENCE RUN NORTH 31 DEGREES 42'23" EAST, 39.46 FEET;

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EXHIBIT A
(Continued)

THENCE RUN NORTH 50 DEGREES 09'45" EAST, 37.48 FEET;
THENCE RUN NORTH 38 DEGREES 18'54" EAST, 52.46 FEET;
THENCE RUN NORTH 41 DEGREES 11'31" EAST, 40.27 FEET;
THENCE RUN NORTH 39 DEGREES 43'44" EAST, 40.38 FEET;
THENCE RUN NORTH 40 DEGREES 35'05" EAST, 37.58 FEET;
THENCE RUN NORTH 33 DEGREES 07'07" EAST, 39.33 FEET;
THENCE RUN NORTH 22 DEGREES 21'28" EAST, 39.92 FEET;
THENCE RUN NORTH 42 DEGREES 30'55" EAST, 35.61 FEET;
THENCE RUN NORTH 46 DEGREES 58'59" EAST, 18.94 FEET;
THENCE RUN NORTH 44 DEGREES 40'31" EAST, 23.62 FEET;
THENCE RUN NORTH 33 DEGREES 16'27" EAST, 26.86 FEET;
THENCE RUN NORTH 35 DEGREES 01'31" EAST, 38.53 FEET;
THENCE RUN NORTH 35 DEGREES 01'31" EAST, 22.05 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 6, TOWNSHIP 8 SOUTH, RANGE 4 EAST;

THENCE DEPARTING SAID DELINEATED WETLANDS LINE, RUN NORTH 89 DEGREES 49'33" WEST, 1507.13 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN THE EAST HALF OF SECTION 6, TOWNSHIP 8 SOUTH, RANGE 4 EAST, ST. STEPHENS MERIDIAN, BALDWIN COUNTY, ALABAMA.

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Chicago Title Insurance Company

SCHEDULE B, PART I Requirements

Schedule B, Part I, consists of 2 pages

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. Cancellation of Mortgage from BILL H. BENGTON, JR. to ALABAMAAG CREDIT, FLCA, dated October 24, 2012, and recorded at Instrument 1366419, or the same will be excepted on the policy.

This mortgage appears to be an equity line mortgage, therefore we require the following:
(1) A full satisfaction of same must be obtained and all credit cards and/or the balance of verified unused account checks must be sent to the lender together with a "Cancellation of Equity Line Affidavit" from the Mortgagor instructing the lender to close the account.
(2) Revolving Line of Credit Affidavit and Indemnity to be executed by BILL H. BENGTON, JR.
 - B. Order by the United States Bankruptcy Court for the Southern District of Alabama Southern Division, for the sale of the Land by BILL H. BENGTON, JR. to THE CITY OF FOLEY, ALABAMA free and clear of liens, for the sales price of \$1,178,000.00. Said order should include specific instructions regarding the proceeds of the sale, and the distribution of the proceeds by Gulf Shores Title Co., Inc.
 - C. Warranty Deed from BILL H. BENGTON, JR. a/k/a BILL H. BENGTON, JR., and spouse(s) when required by statute, to THE CITY OF FOLEY, ALABAMA, conveying the land described in Schedule A. Deed must reflect marital status of Grantor(s)
5. Payment of any assessments which may be due the City of Foley, or same will be excepted from the policy.
6. INTENTIONALLY DELETED
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, subcontractor, labor and materialmen are all paid.

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SCHEDULE B
(Continued)

9. 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.
10. 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.
11. Gap Indemnity to be executed by BILL H. BENGTON, JR.
12. 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.

Because the subject property is commercial property (which is all property other than a single family residential home, a mobile home, a residential lot, a townhome, a condominium, or property conveyed to a governmental entity or to a utility) we require the following:

A sworn statement from both the Seller(s) and the Purchaser(s) that there is no unpaid or disputed real estate commission, all compensation due or to become due under any listing, agency or other brokerage agreement has been paid or has been waived in writing by the potential lien claimant, and there has been no written notice received concerning any unpaid real estate commission which could give rise to a Broker's Lien under Act #98-160, Regular Session, 1998, Alabama Legislature (Sec. 35-11-450 et. seq., Code of Ala., 1975).

13. FIRPTA Affidavit to be completed by seller along with the related affidavit to be completed by the settlement agent.

2019 taxes were paid 12/27/19, in the amount of \$ 121.44, assessed to BILL H. BENGTON, JR., tax map 05-61-03-06-0-000-005.000, PPIN 010342. Current Use is being assessed.

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SCHEDULE B
(Continued)

SCHEDULE B, PART II
Exceptions

Schedule B, Part II, consists of 3 pages

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 I-Requirements are met.
2. 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 subject property.
3. All taxes for the year 2020 and subsequent years, not yet due and payable.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the land.
5. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
6. Easements or claims of easements not shown by the public records.
7. 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.
8. Taxes or special assessments which are not shown as existing liens by the public records.
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 right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
12. Rights of the United States of America, State of Alabama, or other parties in and to the bed, shore and water of Bon Secour River. 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.

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ALTA Commitment for Title Insurance 8-1-16

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SCHEDULE B
(Continued)

13. 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.
14. 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.
15. The Company does not insure title to any submerged, filled, or accreted lands.
16. Any portion of the Land which lies within a right-of-way for public road.
17. Reservation of oil, gas, and minerals, and rights in connection therewith, appearing of record in Deed Book 102 page 355, Deed Book 103 page 241, Deed Book 456 page 370, Deed Book 469 page 573, and Real Property Book 81 page 1910.
18. Oil, Gas, and Mineral Leases, and Royalty Deeds appearing of record in Deed Book 438 page 742, Deed Book 501 page 250, Real Property Book 28 page 376, Real Property Book 104 page 1093 and ratification in Real Property Book 123 page 1413, Real Property Book 123 page 1942, and any assignments thereof.
19. Pipeline Easement granted El-Oil, Ltd., by William B. deYampert, dated June 4, 1982, and recorded in Real Property Book 118 page 795, and all terms and conditions contained therein.
20. Right of Way Agreement by and between Foley Dairy, Inc., and El-Oil, Ltd, dated May 27, 1982, and recorded in Real Property Book 118 page 790.
21. License Agreement by and between El Oil Ltd and Nauvoo LLC, dated July 15, 2002, and recorded at Instrument 672458.
22. Right of Way Agreement by and between Foley Dairy, Inc. and Bay City Minerals, Inc., dated March 1, 1983, and recorded in Real Property Book 133 page 1822.
23. Pipeline Easement granted Bay City Minerals, Inc. by William B. deYampert, dated February 28, 1983, and recorded in Real Property Book 135 page 891, and all terms and conditions contained therein.
24. City of Foley Annexation Ordinances dated March 1, 1999, and recorded at Instrument 481685, and dated March 17, 2003 and recorded at Instrument 735963.
25. Two gas pipe line easements over and across the north part of the land described in Schedule A, Exhibit A, as referenced at Instrument 867811, Instrument 1236458, and Instrument 1366418.
26. Encroachment of 15 foot sewer easement and 20 foot sewer easement as shown on plat of survey by Wesley G. Bumpers, PLS, Volkert, dated October 2, 2019, Project No. 1023500.ALV.

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SCHEDULE B
(Continued)

27. Terms, conditions, rules, regulations, subdivision regulations, ordinances, and other matters relating to the City of Foley, Alabama, including, but not limited to:
- A. City of Foley, Alabama, Subdivision Regulations dated January 7, 2008, and recorded at Instrument 1098026, and all amendments thereto.
- B. Tree and Natural Feature Preservation Ordinance Number 1009-07, recorded at Instrument 1079685, as the same may have been modified at Instrument 1556660, Heritage Tree Preservation Ordinance Number 15-1003 as recorded at Instrument 1508545, and Ordinance Number 15-1003 Regulating Environmental Permits Related to Land Disturbance within the City of Foley recorded at Instrument 1508544.
- C. City of Foley Ordinance No. 986-07, adopting the 2006 International Building (ICC) codes and supplemental provisions to upgrade the various codes relating to the inspection activities of the City of Foley and enforcement of the building provisions and fire safety as provided in said codes, dated June 18, 2007, as amended at Instruments 1110234, 1118864, 1198497; Ordinance No. 1200-12 adopting the 2009 codes, dated July 2, 2012 and recorded at Instrument 1348178; Ordinance No. 13-1025 approving the amendments to the City of Foley Building Codes, dated January 7, 2013, and recorded at Instrument 1380798; Ordinance No. 13-1043 adopting and amending the 2009 codes, dated November 4, 2013 and recorded at Instrument 1429467, as amended in Ordinance 13:1054 at Instrument 1436249; Ordinance No. 15-1013 adopting the 2012 codes, dated June 1, 2015 and recorded at Instrument 1517983; and Ordinance No. 16-2020-ORD adopting the 2012 codes, dated September 6, 2016 and recorded at Instrument 1594654.
28. Agreements, covenants, conditions and restrictions appearing of record in deed from BILL H. BENGTON, JR. to THE CITY OF FOLEY, ALABAMA, dated < >, and recorded at Instrument < >.
29. Reservation of all remaining interest in and to all oil, gas, and minerals and rights in connection therewith as contained in deed from BILL H. BENGTON, JR. to THE CITY OF FOLEY, ALABAMA, dated < > and recorded at Instrument < >.

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ALTA Commitment for Title Insurance 8-1-16

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