

# Old Republic National Title Insurance Company

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

### Schedule A

#### Transaction Identification Data for reference only:

Commitment Number: <b>22-0725.7 KN</b>	Revision Number: <b>None</b>	Issuing Office File Number: <b>22-0725.7 KN</b>	Issuing Office: <b>588</b>
Property Address: <b>Unassigned Locations, FL: 1 TPN - BRADFORD CO., FL &amp; 4 TPN'S - ALACHUA CO., FL</b>	Loan ID Number: <b>None</b>	ALTA Universal ID: <b>None</b>	Issuing Agent: <b>Salter Feiber, P.A.</b>

1. Commitment Date: August 28, 2022 @ 11:00 PM

2. Policies to be issued: Proposed Policy Amount:

OWNER'S: ALTA Owner's Policy (6/17/06) (With Florida Modifications) (As to Exhibit A) \$87,500.00  
Proposed Insured: **1. Alachua Conservation Trust, Incorporated, a Florida non-profit corporation**

OWNER'S: ALTA Owner's Policy (6/17/06) (With Florida Modifications) (As to Exhibit B) \$361,270.00  
Proposed Insured: **2. Alachua County, a political subdivision of the state of Florida**

MORTGAGEE: ALTA Loan Policy (6/17/06) (With Florida Modifications) \$  
Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**. (Identify estate covered, i.e., fee, leasehold, etc.)

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Matthew Bell

5. The Land is described as follows:

See Exhibit "A" as to **Alachua Conservation Trust, Incorporated, a Florida non-profit corporation**, attached hereto and made a part hereof as if fully set forth herein.

See Exhibit "B" as to **Alachua County, a political subdivision of the state of Florida**, attached hereto and made a part hereof as if fully set forth herein.

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111



AUTHORIZED SIGNATORY

**David E. Menet, Esq.**  
**Attorney at Law**

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

# Old Republic National Title Insurance Company

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-I

Issuing Office File Number: 22-0725.7 KN

### 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 Matthew Bell, to Alachua Conservation Trust, Incorporated, a Florida non-profit corporation. (As to Exhibit A)
  - B. Warranty Deed from Matthew Bell, to Alachua County, a political subdivision of the state of Florida. (As to Exhibit B)
  - C. Satisfaction of the mortgage from Matthew Bell to Charles T. LaPradd, as Successor Trustee of The Charles W. LaPradd Revocable Trust dated July 23, 1996 recorded in O.R. Book 4684, Page 266, Public Records of Alachua County, Florida and recorded in O.R. Book 1791, Page 41, Public Records of Bradford County, Florida.
  - D. Contiguity Affidavit from surveyor confirming Alachua County Tax Parcels 16905-002-001; 16905-001-000; 16901-001-000; and 16905-002-000, in the legal description are contiguous. (As to Exhibit B)
5. An update of the title search must be completed just prior to the closing and the commitment must be endorsed to require clearance of, or take exception for, any additional title defects or adverse matters found.
6. Proof of redemption of Tax Sale Certificate No. 271 for taxes for the year 2021 must be furnished. (As to Parcel 1)(As to Exhibit A)
7. Proof of redemption of Tax Sale Certificate No. 3604 for taxes for the year 2021 must be furnished. (As to Parcel 2)(As to Exhibit B)
8. Proof of redemption of Tax Sale Certificate No. 3602 for taxes for the year 2021 must be furnished. (As to Parcel 3)(As to Exhibit B)
9. Proof of redemption of Tax Sale Certificate No. 3601 for taxes for the year 2021 must be furnished. (As to Parcel 4)(As to Exhibit B)
10. Proof of redemption of Tax Sale Certificate No. 3603 for taxes for the year 2021 must be furnished. (As to Parcel 5)(As to Exhibit B)
11. INFORMATION NOTE: PARCEL 1 - Taxes for the year 2021 show UNPAID, in the amount of \$810.45, for Parcel No. 01058-0-00000; Homestead Exemption WAS NOT filed. Delinquent Tax Information: DELINQUENT TAXES ARE DUE. (As to Exhibit A)
12. INFORMATION NOTE: PARCEL 2 - Taxes for the year 2021 show UNPAID, in the amount of \$1,536.60, for Parcel No. 16905-002-001; Homestead Exemption WAS NOT filed. Delinquent Tax Information: DELINQUENT TAXES ARE DUE. (As to Exhibit B)

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**Old Republic National Title Insurance Company**  
*AMERICAN LAND TITLE ASSOCIATION*  
*COMMITMENT*  
**Schedule B-I (Continued)**

Issuing Office File Number: 22-0725.7 KN

13. INFORMATION NOTE: PARCEL 3 - Taxes for the year 2021 show UNPAID, in the amount of \$1,545.81, for Parcel No. 16905-001-000; Homestead Exemption WAS NOT filed. Delinquent Tax Information: DELINQUENT TAXES ARE DUE. (As to Exhibit B)
14. INFORMATION NOTE: PARCEL 4 - Taxes for the year 2021 show UNPAID, in the amount of \$1,088.67, for Parcel No. 16901-001-000; Homestead Exemption WAS NOT filed. Delinquent Tax Information: DELINQUENT TAXES ARE DUE. (As to Exhibit B)
15. INFORMATION NOTE: PARCEL 5 - Taxes for the year 2021 show UNPAID, in the amount of \$1,583.86, for Parcel No. 16905-002-000; Homestead Exemption WAS NOT filed. Delinquent Tax Information: DELINQUENT TAXES ARE DUE. (As to Exhibit B)
16. Affidavit from the Seller/Grantor of the subject property, or some other person having actual knowledge, affirming the Seller/Grantor's marital status (if applicable), establishing that no person other than the Seller/Grantor is in possession, that more than 90 days has elapsed since the completion of all improvements for which payment has not been made in full and that there are no claims pending and unpaid which constitute a lien against the subject property.
17. A survey meeting the underwriter's requirements must be furnished. If such survey reveals any encroachments, overlaps, boundary line disputes, or other adverse matters, they will appear as exceptions in the policy to be issued based upon this commitment.
18. Good standing under the State of Florida for Alachua Conservation Trust, Incorporated, a Florida non-profit corporation has been verified as of the certification date of this commitment. Satisfactory evidence must be furnished establishing that it remains in good standing under the laws of Florida at date of the insured purchase and sale and/or loan.
19. The Company has no liability under this commitment until an endorsement is issued stating the amount of the proposed policy. No title policy may be issued in an amount greater than \$1,000,000.00 without specific Underwriting approval.

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# Old Republic National Title Insurance Company

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-II

Issuing Office File Number: 22-0725.7 KN

### 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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2.
  - a. General or special taxes and assessments required to be paid in the year 2022 and subsequent years.
  - b. Rights or claims of parties in possession not recorded in the Public Records.
  - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
  - d. Easements or claims of easements not recorded in the Public Records.
  - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
5. Notwithstanding Covered Risk number 4 of the jacket of this policy, this policy does not insure any right of access to and from said land. (As to Parcel 1)
6. Riparian and littoral rights are not insured. (As to Parcels 1, 2 and 3)
7. Possible right of the public to use that part of the land between the water's edge and the apparent boundary of the upland parcel that is now, or was formerly, regularly used by the public for recreational purposes. (As to Parcels 1, 2 and 3)
8. Any portion of the Land lying waterward of the ordinary high-water mark of the Santa Fe River, and lands accreted thereto. (As to Parcels 1, 2 and 3)

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# **Exhibit A**

## **Bradford County Property**

### **PARCEL 1: (TPN 01058-0-00000) (As per OR Book 1791, Page 37)**

The South 1/2 of the Southwest 1/4 (S2 of SW4); and the West 1/2 of the Southwest 1/4 of the Southeast 1/4 (W2 of SW4 of SE4), lying North of the Santa Fe River in Section 35, Township 7 South, Range 21 East, Bradford County, Florida.

## Exhibit B

### Alachua County Property

#### **PARCEL 2: (TPN 16905-002-001) (As per OR Book 4684, Page 263)**

That part of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 (E2 of SW4 of SE4); and that part of the Southeast 1/4 of the Southeast 1/4 (SE4 of SE4), lying South of the Santa Fe River and West of State Highway No. 301, in Section 35, Township 7 South, Range 21 East, Alachua County, Florida.

**LESS AND EXCEPT** any portion lying within the right-of-way of County Road No. S-225.

**FURTHER LESS AND EXCEPT FROM SAID PARCEL 2 THE FOLLOWING FIVE (5) PARCELS AND PORTIONS OF LAND, DESCRIBED AS FOLLOWS:**

- a. Commence at the Southwest Corner of the Southeast 1/4 of the Southeast 1/4 of Section 35, Township 7 South, Range 21 East and run South 89 degrees, 25 minutes East 0.84 chains to the Point of Beginning; thence North 37 degrees, 30 minutes East 4.69 chains; thence South 89 degrees, 25 minutes East 2.21 chains to the Right-of-Way of State Highway No. 24 (formerly State Road No. 200), thence Southwesterly along said Right-of-Way 4.16 chains; thence North 89 degrees, 25 minutes West 3.25 chains to the Point of Beginning. As described in Deed Book 316, Page 113, Public Records of Alachua County, Florida.
- b. Commence at the Southwest Corner of the Southeast 1/2 of the Southeast 1/4 of Section 35, Township 7 South, Range 21 East, Alachua County, Florida and run South 89 degrees, 25 minutes East 0.84 chains to a point; thence run North 37 degrees, 30 minutes East 4.69 chains to a point; thence run South 89 degrees, 25 minutes East a distance of 18 feet to the Point of Beginning; thence run North 37 degrees, 30 minutes East a distance of 388 feet; thence run South 89 degrees, 25 minutes East a distance of 47 feet, more or less, to the Westerly Right-of-Way Line of State Road 200; thence run Southwesterly along said Westerly Right-of-Way Line a distance of 318 feet, more or less, to the Northeasterly corner of land formerly owned by W.A. Jolley, Jr., thence run North 89 degrees, 25 minutes West, a distance of 128 feet to the Point of Beginning. As described in Deed Book 343, Page 295, Public Records of Alachua County, Florida.
- c. Commence at the Southwest Corner of the Southeast 1/4 of the Southeast 1/4 of Section 35, Township 7 South, Range 21 East, Alachua County, Florida and run South 89 degrees, 25 minutes East, along the Southerly Boundary thereof, a distance of 55.44 feet; thence North 37 degrees, 30 minutes East a distance of 120.3 feet to a concrete monument located in the Northerly Boundary of the Right-of-Way of State Road No. S-225 for the Point of Beginning. From said Point of Beginning thus described continue North 37 degrees, 30 minutes East a distance of 189.25 feet; thence South 89 degrees, 25 minutes East a distance of 18 feet; thence North 37 degrees, 30 minutes East a distance of 160.83 feet to a concrete monument located on the Westerly Boundary of the Right-of-Way of State Road No. 200, thence in a Northeasterly direction along said Westerly Boundary and along the arc of a curve concave to the East and having a radius of

3967.72 feet, a distance of 308.62 feet as measured along a chord having a bearing of North 31 degrees and 02 minutes East, to a concrete monument located at the end of said curve; thence North 33 degrees, 15 minutes and 40 seconds East, along said Westerly Boundary, a distance of 396.13 feet to a concrete monument; thence North 56 degrees, 25 minutes, 30 seconds West, a distance of 250 feet; thence South 31 degrees, 36 minutes and 30 seconds West, a distance of 1190.66 feet to a concrete monument located on said Northerly Boundary; thence North 89 degrees, 08 minutes, 30 seconds East a distance of 225 feet to the Point of Beginning. As described in Official Records Book 675, Page 76, Public Records of Alachua County, Florida.

- d. Commence at the Southwest Corner of the Southeast 1/4 of the Southeast 1/4 of Section 35, Township 7 South, Range 21 East, Alachua County, Florida and run North 01 degrees, 14 minutes, 05 seconds West, 746.09 feet to the Point of Beginning; thence run South 88 degrees, 34 minutes, 29 seconds West 141.95 feet; thence run North 01 degrees, 14 minutes, 05 seconds West 555.91 feet; thence run North 88 degrees, 34 minutes, 29 seconds East 1107.94 feet to the Westerly Right-of-Way Line of U.S. Highway No. 301; thence run South 31 degrees, 58 minutes, 55 seconds West along said Right-of-Way Line 424.01 feet; thence run North 57 degrees, 42 minutes, 15 seconds West 250 feet; thence run South 30 degrees, 19 minutes, 45 seconds West 400.72 feet; thence run South 88 degrees, 34 minutes, 29 seconds West 315.55 feet to the Point of Beginning. As described in Official Records Book 690, Page 259, Public Records of Alachua County, Florida.
- e. Commence at the Southwest Corner of the Southeast 1/4 of Section 35, Township 7 South, Range 21 East, Alachua County, Florida and run North 88 degrees, 26 minutes, 49 seconds East along the South Line of said Section 874.50 feet, thence run North 00 degrees, 58 minutes, 43 seconds East 79.00 feet to a concrete Right-of-Way marker on the North Right-of-Way Line of County Road S-225 and the Point of Beginning, thence run North 87 degrees, 49 minutes, 09 seconds East along said Right-of-Way Line 186.61 feet, thence run North 02 degrees, 10 minutes, 51 seconds West along said Right-of-Way Line 10.00 feet; thence run North 87 degrees, 49 minutes, 09 seconds East along said Right-of-Way Line 171.46 feet, thence run North 30 degrees, 17 minutes, 06 seconds East 789.94 feet, thence run South 88 degrees, 31 minutes, 51 seconds West 210.00 feet, thence run South 43 degrees, 17 minutes, 55 seconds West 792.89 feet to a fence corner, thence run South 01 degrees, 15 minutes, 15 seconds West along said fence line 113.34 feet to a concrete monument on the North Right-of-Way Line of said County Road No. S-225; thence run South 02 degrees, 10 minutes, 51 seconds East along said Right-of-Way Line of County Road No. S-225, 10.00 feet to the Point of Beginning. As described in Official Records Book 4684, Page 263, Public Records of Alachua County, Florida.

**PARCEL 3: (TPN 16905-001-000)(As per OR Book 4684, Page 263)**

The South 1/2 of the Southwest 1/4 and the West 1/2 of the Southwest 1/4 of the Southeast 1/4, lying South of the Santa Fe River in Section 35, Township 7 South, Range 21 East, Alachua County, Florida.

**LESS AND EXCEPT** any portion lying within the Right-of-Way line of County Road No. S-225.

**PARCEL 4: (TPN 16901-001-000) (As per OR Book 4684, Page 263)**

The Southeast 1/4 of the Southeast 1/4 (SE4 of SE 4), LESS AND EXCEPT the West 11 chains, of Section 34, Township 7 South, Range 21 East, Alachua County, Florida.

**LESS AND EXCEPT** any portion lying within the Right-of-Way line of County Road No. S-225.

**PARCEL 5: (TPN 16905-002-000) (As per OR Book 4684, Page 263)**

Commence at the Southwest Corner of the Southeast 1/4 of Section 35, Township 7 South, Range 21 East, Alachua County, Florida and run North 88 degrees, 26 minutes, 49 seconds East along the South Line of said Section 874.50 feet, thence run North 00 degrees, 58 minutes, 43 seconds East 79.00 feet to a concrete Right-of-Way marker on the North Right-of-Way Line of County Road S-225 and the Point of Beginning, thence run North 87 degrees, 49 minutes, 09 seconds East along said Right-of-Way Line 186.61 feet, thence run North 02 degrees, 10 minutes, 51 seconds West along said Right-of-Way Line 10.00 feet; thence run North 87 degrees, 49 minutes, 09 seconds East along said Right-of-Way Line 171.46 feet, thence run North 30 degrees, 17 minutes, 06 seconds East 789.94 feet, thence run South 88 degrees, 31 minutes, 51 seconds West 210.00 feet, thence run South 43 degrees, 17 minutes, 55 seconds West 792.89 feet to a fence corner, thence run South 01 degrees, 15 minutes, 15 seconds West along said fence line 113.34 feet to a concrete monument on the North Right-of-Way Line of said County Road No. S-225; thence run South 02 degrees, 10 minutes, 51 seconds East along said Right-of-Way Line of County Road No. S-225, 10.00 feet to the Point of Beginning.

SFPA: 22-0725.7 KN

Rev. 10.24.2022



# AMERICAN LAND TITLE ASSOCIATION

## COMMITMENT FOR TITLE INSURANCE

ISSUED BY OLD REPUBLIC NATIONAL 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

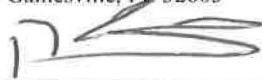
Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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Issued through the Office of

Salter Feiber, P.A. - 588  
3940 N.W. 16th Boulevard  
Bldg B  
Gainesville, FL 32605



Authorized Signatory  
David E. Menet, Esq.  
Attorney at Law



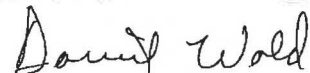
**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By



President

Attest



Secretary

# 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;
- (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.

## 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.

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- (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.

#### **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.