



# Fidelity National Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY 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, Fidelity 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 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.

### Fidelity National Title Insurance Company



By:

ATTEST

President

Secretary

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27C276B46

ALTA Commitment for Title Insurance 8-1-16 w- VA Mod

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# Fidelity National 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.

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# Fidelity National Title Insurance Company

### Transaction Identification Data for reference only:

Issuing Agent: Trademark Title Services, Inc.  
 Issuing Office: P. O. Box 39, Victoria, VA 23974  
 Issuing Office's ALTA® Registry ID:  
 Loan ID No.: N/A  
 Commitment No.: TM21-364  
 Issuing Office File No.: TM21-364  
 Property Address: 3661 Buckingham Springs Road, Dillwyn, VA 23936  
 Revision No.:

### SCHEDULE A

1. Commitment Date: October 27, 2021 at 08:30 AM
2. Policy to be issued:
  - (a) Proposed Insured: Unknown  
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is fee simple
4. The Title is, at the Commitment Date, vested in:  
Inez Jones (1/8th), Carolyn Tipton(1/8th), Mary R. Bailey (1/8th), Olin Tipton (1/8th) , Hubert A Tipton(1/8th), Frances T. Huddleston (1/8th), Fred W Tipton Jr (1/16th), Gary Lewis (1/16th) Brenda Lewis (1/16th) Doreen Bowman (1/24th), Tammy Churcher (1/24), Kimberly Richrdson (1/24th) Dustin T. Lewis (1/288), and Kimberly A Lewis (1/288)
5. The Land is described as follows:  
SEE EXHIBIT A ATTACHED HERETO

By: Ruby L. Martin  
 Trademark Title Services, Inc.

Trademark Title Services, Inc.  
 P. O. Box 39, Victoria, VA 23974  
 (434)676-9191

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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 Deed of Trust to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Furnish copies of all instruments in this transaction for review by the company prior to closing. This commitment is subject to such addition requirements and/or exceptions as may be deemed necessary by the Company upon review of said instruments and upon full disclosures of all facts of this transaction.
6. Receipt of satisfactory executed "Owners (Sellers) Affidavit as to Mechanic's Liens and Possession."
7. Purchasers must be adversed for judgments in favor of the United States, or any other instrumentality thereof, for a period of twenty (20) years prior to the recordation of the documents proposed to the insured. Fidelity National Title Insurance Company must be provided with certification that there are no judgments in favor of the United States, or any instrumentality thereof, against the purchaser.
8. Execution of Indemnity & Undertaking Agreement (GAP)
9. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
10. Receipt of satisfactory executed No Financing Statement by Sellers.

### 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 I-Requirements are met.
2. Taxes for the second half of year 2021 and the subsequent years, a lien not yet due and payable.



## SCHEDULE B

(Continued)

3. Power line and telephone easements of record.
4. Any encroachment, incumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land and encroachment on the Land of existing improvements located on adjoining land.
5. By instrument dated May 18, 1962, of record in the Clerk's Office of the Circuit Court of Buckingham County, Virginia in Deed Book 69, Page 19, Orla Tipton and Louis A. Tipton, et alia, conveyed to R. E. Lee Soil Conservation District of Virginia an easement of right of way over the property under examination for the purpose of construction, operation, maintenance, and inspection of flood water retarding structures for the Willis River watershed. Also included in this conveyance were the usual incidental rights for an easement of this type.
6. By instrument dated April 5, 1972, of record in the Clerk's Office aforesaid in Deed Book 88, Page 395, Orla Tipton and Louis A. Tipton conveyed to the Robert E. Lee Soil and Water Conservation District of Appomattox an easement of right of way over the property under examination for the purpose of storage and detention of waters in the Willis River watershed. Also included in this conveyance were the usual incidental rights for an easement of this type.
7. By deed dated May 24, 1973, of record in the Clerk's Office aforesaid in Deed Book 90, Page 595, Louis Tipton conveyed to the Commonwealth of Virginia a strip of land so as to make the total right of way of Virginia State Secondary Route Number 635 forty (forty) feet in width. Also included in this conveyance was the right to construct drainage ditches for the drainage of said Route
8. By instrument dated October 27, 1992, of record in the Clerk's Office aforesaid in Deed Book 181, Page 829, Orla Tipton conveyed to Central Virginia Electric Cooperative an easement of right of way for electric power lines and communication lines across the property under examination. Also included in this conveyance were the usual incidental rights for an easement of this type.



## Fidelity National Title Insurance Company

### EXHIBIT A - LEGAL DESCRIPTION

All that certain tract or parcel of land lying and being in Curdsville Magisterial District of Buckingham County, Virginia containing one hundred and twenty-eight acres (128), more or less, situated on State Route 635 and State Route 633 and bounded by the land now or formerly owned by J. E. Marks and Bishop Creek.

Being the same property conveyed to Louis A. Tipton and Orla W. Tipton, his wife, as tenants by the entirety with the right of survivorship as at common law, by deed of gift dated May 19, 1987, from Hubert Tipton and Jessie V. Tipton, his wife, et alia, of record in the Clerk's Office of the Circuit Court of Buckingham County, Virginia in Deed Book 153, Page 446.

The said Louis A. Tipton died on September 2, 1988, survived by his wife, Orla W. Tipton.

The said Orla W. Tipton died testate, a widow, on March 13, 2005, and by her will dated November 12, 1992, probated on April 6, 2005, and spread of record in the Clerk's Office of the Circuit Court of Buckingham County, Virginia as Court Will File Number 05-24, devised the subject property to Lattie Tipton and Maggie Tipton, or the survivor, for life, with the remainder to her other children, per stirpes, subject to the condition that Danny Tipton receive the 2 acre parcel that he leased from the said Orla W. Tipton. Orla W. Tipton was survived by her sole heirs at law, as follows: her children, Maggie G. Tipton, Lattie B. Tipton, Revia T. Lewis, James Dan Tipton, Mary R. Bailey, Inez T. Jones, Olin Y. Tipton, Hubert A. Tipton and Frances T. Huddleston, and by the issue of Max L. Tipton, a child who predeceased the said Orla W. Tipton on April 27, 1997, survived by Doreen Bowman, Tammy Churcher, and Kimberly Richardson, as his sole surviving issue, and the issue of Fred W. Tipton, a son who predeceased the said Orla W. Tipton on August 8, 2002, survived by Fred W. Tipton, Jr. and Carolyn Tipton as his sole surviving issue.

The said Maggie G. Tipton died on December 7, 2016, thereby terminating her life estate in the subject property.

The said Lattie B. Tipton died on December 12, 2016, thereby terminating her life estate in the subject property.

The said Revia T. Lewis died intestate on December 17, 2012, survived by her children, Gary Lewis and Terry T. Lewis, as her sole heirs at law.

The said Terry T. Lewis died intestate on October 6, 2013, survived by his wife, Brenda Lewis, as his sole heir at law.

The said James Dan Tipton died intestate, divorced, on September 4, 2015, survived by the following as his sole heirs at law: Mary R. Bailey, Inez T. Jones, Olin Y. Tipton, Hubert A. Tipton, and Frances T. Huddleston; the issue of Max L. Tipton, a child who predeceased the said James Dan Tipton on April 27, 1997, survived by Doreen Bowman, Tammy Churcher, and Kimberly Richardson, as his sole surviving issue; the issue of Fred W. Tipton, a son who predeceased the said James Dan Tipton on August 8, 2002, survived by Fred W. Tipton, Jr. and Carolyn Tipton as his sole surviving issue; Gary Lewis, a son of Revia T. Lewis who predeceased James Dan Tipton on December 17, 2012; and Dustin T. Lewis and Kimberly A. Lewis, the sole surviving issue of Terry T. Lewis, son of Revia T. Lewis, who predeceased the said James Dan Tipton on October 6, 2013.