



**FIDELITY NATIONAL TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

File No. PRO-16-2762W

1. Effective Date:

2. Policy or policies to be issued: Amount

- (a)  ALTA Owner's Policy: (6-17-06)
- ALTA Homeowner's Policy

To Be Determined

Proposed Insured: To Be Determined

- (b)  ALTA Loan Policy: (6-17-06)
- ALTA Short Form Residential Loan Policy: (6-17-06)
- Advantage Residential Loan Policy
- Advantage Express Loan Policy

Proposed Insured:

- (c)  Other

Proposed Insured:

3. Title to the Fee Simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

Boxley Materials Company

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

See Schedule A attached hereto and made a part hereof.

Property Address:

Acreage, Colonial Highway  
Evington, Virginia

Countersigned:

**PROFESSIONAL TITLE ASSOCIATES**  
3130 Chaparral Drive, Suite B-100  
Roanoke, VA 24018  
(540) 725-1558

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Authorized Officer or Agent

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**  
**SCHEDULE B**  
**Requirements**

File No. PRO-16-2762W

The following are the requirements to be complied with:

Item(a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item(b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

1. Duly authorized deed from Boxley Materials Company vesting fee simple title in To Be Determined.

NOTE: Corporate resolutions authorizing above referenced corporate transaction and conveyance must be furnished or certified as proper by approved attorney.

2. No recorded deed of trust or mortgage on the subject property was found in a search of the land records. Accordingly, the Company requires receipt of an Affidavit from record owner addressed to the Company, stating that there are no recorded or unrecorded deed(s) of trust, personal notes and/or obligations on the above real estate intended by the mortgagee, lender or noteholder to be paid with closing proceeds.
3. Payment of any rollback taxes due under Section 58.1-3237, Code of Virginia, as amended.
4. Certification of Approved Attorney that there are no docketed federal judgment liens against the purchasers.
5. Receipt of satisfactory executed "Owners (sellers) Affidavit as to Mechanics' Liens and Possession."

Note: This Company may take other requirements and/or exceptions upon receipt and review of the above-listed documents.

**Commitment – Schedule B Section 1**

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**  
**SCHEDULE B – SECTION 2**  
**Exceptions**

File No. PRO-16-2762W

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective 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.

1. Those taxes becoming due and payable subsequent to the date of the policy.
2. Property is subject to roll back taxes for land use and deferred taxes.
3. Rights of tenants or parties in possession.
4. Any encroachment, encumbrance, 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 encroachments onto the Land of existing improvements located on adjoining land.
5. Easement granted from Mary Saunders, Seesall R. Saunders and Caryetta L. Davis to Virginia Electric and Power Company by instrument dated July 12, 1950 in Deed Book 229, Page 116.
6. Easement granted from Mary Saunders, Seesall R. Saunders and Caryetta L. Davis to Virginia Electric and Power Company by instrument dated September 6, 1950 recorded on October 20, 1950 in Deed Book 229, Page 226.
7. Easement granted from William H. Irvine, Executor, et al, to Appalachian Power Company by instrument dated June 12, 1961, recorded June 29, 1961 in Deed Book 327, Page 254.
8. Easement granted from Lucy W. Irvine to Chesapeake and Potomac Telephone Company of Virginia by instrument dated April 20, 1970 recorded on November 4, 1970 in Deed Book 429, Page 564.
9. Easement granted from Lucy W. Irvine to MCI Telecommunications Corporation by instrument dated January 19, 1984, recorded on July 10, 1984 in Deed Book 604, Page 811.
10. Easement granted from Floyd Ward, Attorney in Fact for Lucy Ward Irvine, to Chesapeake and Potomac Telephone Company of Virginia by instrument dated July 16, 1984 recorded on August 1, 1984 in Deed Book 605, Page 640.
11. Easement granted from William H. Irvine and Lucy W. Irvine to Virginia Electric and Power Company by instrument dated September 12, 1950, recorded on October 26, 1950 in Deed Book 229, Page 419.
12. Easement granted from W. H. Irvine and Lucy W. Irvine to Virginia Electric and Power Company by instrument dated November 3, 1952 recorded on December 31, 1953 in Deed Book 243, Page 133.
13. Easement granted from William H. Irvine and Lucy W. Irvine to Virginia Electric and Power Company by instrument dated February 11, 1956, recorded on May 23, 1956 in Deed Book 275, Page 35.
14. Easement granted from Lucy Ward Irvine to MCI Telecommunication Corporation recorded on August 2, 1924 recorded on January 17, 1985 in Deed Book 611, Page 179.
15. Rights of others thereto entitled in and to the continued uninterrupted flow of Flat Creek.

**Commitment – Schedule B Section 2**

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**  
**SCHEDULE B – SECTION 2**  
**Exceptions - (continued)**

AS TO PARCEL 1 ONLY:

16. The following matters as shown on Plat of Subdivision recorded in Plat Cabinet B, Slide 328, Page 2187:
  - a. Portion of the Land lies within the boundaries of Flat Creek.
  - b. Portion of 30' Access Road Easement crosses the eastern boundary line of the Land. (Easement is referenced as Deed Book 604, Page 811.)
17. Rights of others in and to the use of that portion of the Land lying within the bounds of the access road easement 30 feet in width along the eastern boundary of the Land.
18. Title to that portion of the Land lying within the bounds of the cemetery shown on plat of survey recorded in Plat Cabinet B, Slide 328, page 2187, together with the right of ingress and egress thereto.

AS TO PARCEL 2 ONLY:

19. Terms and conditions of Timber Deed dated November 4, 2005 and recorded January 11, 2006 as Instrument No. 060000228.
20. The following matters as shown on Plat of Subdivision recorded in Plat Cabinet B, Slide 390, Pages 2801 and 2802:
  - a. Portion of the Land lies within the boundaries of Flat Creek.
  - b. Overhead utility lines crossing the Land.
21. Title to that portion of the Land lying within the bounds of Route 24/Colonial Highway.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

**Commitment – Schedule B Section 2-continued**

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**  
**Schedule A**  
**Legal Description**

File No. PRO-16-2762W

Located in the County of Campbell, State of Virginia:

**PARCEL 1:**

All that tract or parcel of land lying and being situate in Campbell County, Virginia, consisting of 493.61 acres, more or less, as shown on Sheet 1 of 2 of that Plat of Boundary Survey of The "Irvine" Tract, Flat Creek District, Campbell County, VA, of Berkley Howell & Assoc., P.C., dated July 31, 1997, recorded in the Clerk's Office of the Circuit Court of Campbell County, Virginia (the "Clerk's Office") in Plat Cabinet B, Slide 328, Page 2187.

LESS AND EXCEPT, however, a parcel of the above-described land containing 67.383 acres as shown on the attached two-page plat entitled "Plat of Survey Showing Property Subdivided from the Property of Flat Creek Properties L.L.C. located in Flat Creek Magisterial Dist. Campbell County, Virginia", dated April 5, 2006, made by Douglas It Meredith, Jr., Land Surveyor, which is to be recorded along with this Deed of Exchange which said 67.383 acres is expressly retained by the party of the first part and excepted from this conveyance making a net conveyance of 426.227 acres.

Being the same property conveyed to Boxley Materials Company, a Virginia Corporation, by Deed of Exchange from Flat Creek Properties, LLC, a Virginia Limited Liability Company, recorded July 14, 2006 as Instrument No. 060005342 in the Clerk's Office of the Circuit Court of Campbell County, Virginia.

**PARCEL 2:**

All that certain tract or parcel of land lying and being situate in Campbell County, Virginia, consisting of 67.383 acres as shown on a plat entitled "Plat of Survey Showing Property Subdivided from the Property of Flat Creek Properties L.L.C. located in Flat Creek Magisterial Dist. Campbell County, Virginia", dated April 5, 2006, made by Douglas R. Meredith, Jr., Land Surveyor, which plat is recorded with a deed of exchange in the Clerk's Office of the Circuit Court of Campbell County, Virginia as Instrument No. 060005342, and in Plat Cabinet B, Slide 390, Pages 2801, Page 2802.

Being the same property conveyed to Boxley Materials Company, a Virginia Corporation, by Deed from Flat Creek Properties, LLC, a Virginia Limited Liability Company, dated January 22, 2015, recorded February 13, 2015 as Instrument No. 150000659 in the Clerk's Office of the Circuit Court of Campbell County, Virginia.

**Commitment – Schedule A**

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached