



# Fidelity National Title Insurance Company

## SCHEDULE A

Title No. **PRO-18-3212W5**

File No. **PRO-18-3212W5**

- 1. Commitment Date:
- 2. Policy or Policies to be issued: Amount of Insurance
  - (a) ALTA Owner's Policy (6-17-06) **\$500,000.00**
  - Proposed Insured:  
**Virginia Baptist Children's Home and Family Services**
  - (b)
  - Proposed Insured:

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by  
**Virginia Baptist Children's Home and Family Services**

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

**All that certain lot or parcel of land situate in the County of Henry, Commonwealth of Virginia, and being more particularly described as follows:**

**Tract 5, containing 25.685 acres, as shown on Plat of Subdivision for Virginia Baptist Children's Home and Family Services, dated February 12, 2018, revised \_\_\_\_\_, 2018, made by Bryan E. Jones, L.S., recorded in Map Book \_\_\_\_, page \_\_\_\_, in the Clerk's Office of the Circuit Court for the County of Henry, Virginia.**

**TOGETHER WITH the right of ingress and egress over that certain 50 foot private easement for ingress and egress known as Glory Road and over that certain 20 foot private easement for ingress and egress, as shown on the above mentioned plat.**

Countersigned:

Professional Title Associates  
1528 Narrow Passage Road  
Buchanan, VA 24066

By: \_\_\_\_\_  
Authorized Signatory



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## SCHEDULE B I

### REQUIREMENTS

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The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
  - a. **Duly authorized Deed from Virginia Baptist Children's Home and Family Services to Virginia Baptist Children's Home and Family Services.**
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Receipt of satisfactory executed "Owners (sellers) Affidavit as to Mechanics' Liens and Possession."
6. Receipt by the Company of satisfactory Notice of Availability of Owner's Coverage.
7. No recorded deed of trust or mortgage on the Land 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 Land intended by the mortgagee, lender or noteholder to be paid with closing proceeds.
8. Proof, satisfactory to this Company that seller/borrower is a valid and subsisting corporation in its state of incorporation and that execution and delivery of the document(s) required herein is/are pursuant to a valid resolution of its board of directors, or such must be certified as proper by approved attorney.
9. Recordation of plat of survey prepared by Bryan E. Jones, L.S., dated February 12, 2018, revised \_\_\_\_\_, 2018 and receipt by the Company of amended description making reference to this plat.  
NOTE: Amended description MUST BE USED in the document to be insured.
10. Payment of all charges, assessments, costs, etc., required by Road Maintenance Agreement through effective date of policy.
11. Examination of the appropriate public records in the name(s) of the Purchasers (To Be Determined) of the land to be insured and described in this title commitment, and disclosure to the Company of all United States liens thereby revealed. Unless released of record or otherwise disposed of to the satisfaction of the Company, judgments in favor of the United States will appear as exceptions in Schedule B of the final policy.

OR

Certification of Approved Attorney that there are no docketed federal judgment liens against the purchasers (To Be Determined).

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



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## SCHEDULE B II

### EXCEPTIONS

Title No. **PRO-18-3212W5**

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Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

- a. 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 and supplemental taxes becoming due and payable subsequent to the date of the policy.
  2. Terms, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations appearing of record as Instrument No. \_\_\_\_\_.

NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

3. Easements granted as follows:
  - a. To Appalachian Electric Power Company by instrument dated November 9, 1944, recorded in Deed Book 75, page 467.
  - b. To Lee Telephone Company by instrument dated January 20, 1967, recorded in Deed Book 203, page 938.
  - c. To Lee Telephone Company by instrument dated December 8, 1970, recorded in Deed Book 226, page 371.
  - d. To Appalachian Power Company by instrument dated May 26, 1992, recorded in Deed Book 507, page 251.
  - e. To Commonwealth of Virginia by instrument dated June 19, 2006, recorded as Instrument No. 060003741.
  - f. To Commonwealth of Virginia by instrument dated July 27, 2006, recorded as Instrument No. 060004660.
  - g. To Henry County Public Service Authority by instrument dated May 26, 2006, recorded as Instrument No. 060005520.
  - h. To Henry County Public Service Authority by instrument dated May 26, 2006, recorded as Instrument No. 060005521.
  - i. To Commonwealth of Virginia by instrument dated September 25, 2006, recorded as Instrument No. 060006080.
  - j. To Central Virginia Telephone of Virginia by instrument dated May 26, 2006, recorded as Instrument No. 060006855.
  - k. To Central Virginia Telephone of Virginia by instrument dated August 24, 2006, recorded as Instrument No. 070000280.
  - l. To Appalachian Power Company by instrument dated May 26, 2006, recorded as Instrument No. 070001375.
  - m. To Appalachian Power Company by instrument dated May 26, 2006, recorded as Instrument No. 070001377.



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## SCHEDULE B – PART II CONTINUED

Title No. **PRO-18-3212W5**

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4. Terms and conditions of Perpetual Road Maintenance Agreement dated June 2, 2000, recorded in Deed Book 883, page 673.
5. The following matters as shown on plat of subdivision recorded in Map Book \_\_\_\_, page \_\_\_\_:
  - a. Fence does not coincide with the property lines at the northeast corner of the Land.
  - b. Location of the 50 foot private access easement and the 20 foot private access easement.
  - c. Middle Creek located along the westerly property line and branch located along the southerly property line.
  - d. Meadors-Carter Cemetery located in the central portion of the Land.
6. Rights of others in and to the use of that portion of the Land lying within the bounds of the 50 foot private access easement and the 20 foot private access easement.
7. Title to that portion of the Land lying within the bounds of the Meadors-Carter Cemetery shown on subdivision recorded in Map Book \_\_\_\_, page \_\_\_\_, together with the right of ingress and egress thereto.
8. Rights of others in and to the continued uninterrupted flow of Middle Creek and the branch.
9. Rights of others in and to the use of the appurtenant easements as set out in Schedule A hereof.
10. Rights of tenants or parties in possession.
11. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not shown by the public records which would be disclosed by an accurate survey and inspection of the Land described in Schedule A.