

FIDELITY NATIONAL TITLE INSURANCE COMPANY

PROFORMA OWNER'S POLICY

SCHEDULE A

Revised: December 7, 2015
Revised: December 9, 2015
Revised: January 12, 2016
Amount of Insurance

Office File No. Policy Number Date of Policy
H096.2101 PROFORMA Filing date and time of insured instruments
ATL-151241 \$4,850,000.00

- 1. Name of Insured: CITY OF ROSWELL, GEORGIA
2. The estate or interest in the land which is covered by this Policy is: FEE SIMPLE
3. Title to the estate or interest in the land is vested in the Insured by virtue of the following:
(A) Limited Warranty Deed from Roswell Commons Group, L.P., a Georgia limited partnership, dated \_\_\_\_\_, filed \_\_\_\_\_ and recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, records of the Superior Court of Fulton County, Georgia; and
(B) Quitclaim Deed from Roswell Commons Group, L.P., a Georgia limited partnership, dated \_\_\_\_\_, filed \_\_\_\_\_ and recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, aforesaid records.
4. The land herein described is encumbered by the following mortgage and mortgages or trust deeds, and assignments set forth in Schedule B attached hereto and incorporated by reference: NONE
Deed to Secure Debt, Assignment of Rents and Leases and Security Agreement from Downtown Development Authority of the City of Roswell, Georgia to City of Roswell, Georgia, dated \_\_\_\_\_, filed \_\_\_\_\_ and recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, aforesaid records, in the original principal amount of \$ \_\_\_\_\_.
5. The land referred to in this Policy is described as follows:
All that tract or parcel of land lying and being in Land Lot 412 of the 1st District, 2nd Section of Fulton County, Georgia and being more particularly described in Exhibit "A" attached hereto and being incorporated herein by reference.

Countersigned:

THE LAW FIRM OF HODGES AND BROADAWAY
300 Parkbrooke Place, Ste. 150, Woodstock, GA 30189
(Tel) 678-445-4926 (Fax) 678-445-4929

By: PROFORMA
R.E. Hodges, Jr./L. Ann Broadaway
Authorized Signatory

NOTE: This proforma policy is provided at the request of the proposed insured and is conditioned upon all of the requirements set forth in Commitment No. H096.2101 being fulfilled at or before the date of the closing of the transaction contemplated therein.

THIS POLICY IS VALID ONLY IF SCHEDULE B IS ATTACHED

FIDELITY NATIONAL TITLE INSURANCE COMPANY

OWNER'S POLICY NO. \_\_\_\_\_

SCHEDULE B

Page 1 of 3

EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

1. ~~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. Intentionally omitted upon receipt of appropriate affidavit.~~
2. ~~Standard exceptions: Intentionally omitted upon receipt of appropriate affidavit.~~
  - (A) ~~Rights or claims of parties in possession not shown by the public records.~~
  - (B) ~~Easements or claims of easements not shown by the public records.~~
  - (C) ~~Any lien or right to a lien for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.~~
3. All applicable city, state and county real and personal property taxes for the year 2016 and subsequent years which are liens not yet due and payable.
4. Any additional taxes, interest and/or penalties which may be assessed for current and prior tax years by virtue of adjustment, re-appraisal, re-assessment, appeal or other amendment to the tax records of the city or county in which the subject property is located for Tax Parcel No. 12-1902-412-59-0, none now due and payable.

**NOTE: 2015 taxes are currently under appeal for Tax Parcel No. 12-1902-412-59-0; additional monies may become due and payable.**

5. ~~All assessments, taxes, and special assessments which are now a lien or payable or which may become due and payable, including, but not limited to, water bills, sanitary bills, sewer bills and solid waste bills. Intentionally omitted upon compliance with Item 5 of Schedule B-1 of the Commitment.~~

**NOTE: This exception shall be removed upon receipt of copies of water bills, sanitary bills, sewer bills and solid waste bills for the last three billing cycles and copies of paid receipts for the most current bills.**

6. The following matters as shown on that certain ~~[unsigned]~~ ALTA/ACSM Land Title Survey of Roswell Plaza Shopping Center for City of Roswell, Georgia, Downtown Development Authority of the City of Roswell and Fidelity National Title Insurance Company, prepared by GeoSurvey, Ltd., bearing the seal of David L. Hester, GRLS No. 3042, dated October 28, 2015, last revised December 3, 2015, GS Job No. 20114215 (the "Survey"):
  - (A) Overhead power lines located throughout the Land;
  - (B) Gas line entering the property along the eastern property line of the Land;
  - (C) Water line entering the property along the eastern property line and western property line of the Land; and
  - (D) Drainage (18" RCP) located in the southwestern portion of the Land.

**NOTE: As of the date of this Commitment/Proforma, the Survey remains unsigned.**

7. This Title Insurance Policy affords assurance as to the location of the boundary lines of subject property, but does not insure the engineering calculation and computing for the exact amount of acreage and/or square footage contained therein.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

OWNER'S POLICY NO. \_\_\_\_\_

SCHEDULE B

Page 2 of 3

8. (A) Rights of those tenants listed in Exhibit "B" attached hereto, as tenants only, under unrecorded leases or occupancy agreements, without option to purchase or rights of first refusal;
- (B) ~~Terms and conditions of any unrecorded leases; and~~ *Intentionally omitted upon receipt of appropriate affidavit*
- (C) ~~Any personal property taxes in the name(s) of any current or former tenant(s) in possession under recorded or unrecorded leases.~~
9. Right-of-Way Easement from E.T. Parramore to Georgia Power Company, dated January 15, 1960, filed January 25, 1960 and recorded in Deed Book 3538, Page 216, records of the Superior Court of Fulton County, Georgia.
10. Access Easement as contained in that certain Warranty Deed from Asa G. Candler, V and Robert S. Griffith to Humble Oil & Refining Company, a corporation, dated March 13, 1964, filed March 13, 1964 and recorded in Deed Book 4205, Page 95, aforesaid records.
11. Access and No-Build Easement from Asa. G. Candler, V and Robert S. Griffith to Humble Oil & Refining Company, dated March 13, 1964, filed March 13, 1964 and recorded in Deed Book 4206, Page 106, aforesaid records; as shown on the Survey.
12. Access Easement from Asa G. Candler, V and Robert S. Griffith to T.T. Wright, dated April 4, 1966, filed April 6, 1966 and recorded in Deed Book 4576, Page 31, aforesaid records; as shown on the Survey.
13. Easement from Alterman Investment Corp. to Georgia Power Company, together with all rights set forth therein, dated October 28, 1974, filed November 14, 1974 and recorded in Deed Book 6171, Page 479, aforesaid records.
- ~~14. Easements contained in that certain Right of Way Deed from Alterman Real Estate Corp., formerly Alterman Investment Corp. to Department of Transportation, dated June 2, 1980, filed June 17, 1980 and recoded in Deed Book 7571, Page 352, aforesaid records. Intentionally omitted. Existing Right of Way of Alpharetta Street and no easements contained in instrument.~~
15. Conveyance of Access Rights from Alterman Real Estate Corp. to Department of Transportation, filed April 2, 1986 and recorded in Deed Book 10033, Page 96, aforesaid records.
16. Encroachment Easement Agreement by and between Perry S. Alterman, as Trustee under Declaration of Trust dated February 14, 1989, effective as of January 1, 1989 and Grad Enterprises, Inc., dated March 31, 1993, filed May 10, 1993 and recorded in Deed Book 16559, Page 318, aforesaid records; as shown on the Survey.
- ~~**NOTE:** This exception will be deleted upon confirmation from surveyor that said encroachments no longer exist.~~
17. Terms and conditions set forth in that certain Short Form Lease between Perry S. Alterman as sole trustee, trading under the trade name Cumberland Real Estate pursuant to an "Agreement among Co-Owners and Declaration of Trust" dated February 14, 1989 ("Landlord") and Family Dollar Stores of Georgia, Inc., a Georgia corporation ("Tenant"), dated January 15, 2004, filed March 31, 2004 and recorded in Deed Book 37320, Page 168, aforesaid records; as re-filed November 24, 2004 and re-recorded in Deed Book 38894, Page 372, aforesaid records. **NOTE:** Tenant has no option to purchase or rights of first refusal. ALSO NOTE: *The Company must be provided with appropriate affidavit stating that Tenant has no option to purchase or rights of first refusal.*

FIDELITY NATIONAL TITLE INSURANCE COMPANY

OWNER'S POLICY NO. \_\_\_\_\_

SCHEDULE B

Page 3 of 3

~~18. Driveway Easement and Temporary Construction Easement from Perry Alterman to the City of Roswell, Georgia, a political subdivision of the State of Georgia, dated November 27, 2007, filed February 26, 2008 and recorded in Deed Book 46398, Page 45, aforesaid records; as affected by Affidavit to Add Omitted Exhibit to Easement of Record dated July 21, 2008, filed July 22, 2008 and recorded in Deed Book 47013, Page 99, aforesaid records; as further affected by Affidavit to Add Omitted Exhibit to Easement of Record dated July 21, 2008, filed July 22, 2008 and recorded in Deed Book 47013, Page 225, aforesaid records; as shown on the Survey. Intentionally omitted – expired.~~

49. Easement from Roswell Commons Group, L.P., a Georgia limited partnership to Georgia Power Company, dated August 27, 2014, filed October 29, 2014 and recorded in Deed Book 54328, Page 472, aforesaid records. *Intentionally omitted. Does not affect per Survey.*

~~Deed to Secure Debt, Assignment of Rents and Leases and Security Agreement from Downtown Development Authority of the City of Roswell, Georgia to City of Roswell, Georgia, dated \_\_\_\_\_, filed \_\_\_\_\_ and recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, aforesaid records, in the original principal amount of \$ \_\_\_\_\_. No loan.~~

FIDELITY NATIONAL TITLE INSURANCE COMPANY

OWNER'S POLICY NO. \_\_\_\_\_

EXHIBIT "A"

Page 1 of 2

LEGAL DESCRIPTION

Record Legal Description

ALL that tract or parcel of land lying and being in Land Lot 412 of the 1st District, 2nd Section, of Fulton County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at the Southeastern point of the mitered intersection of the northerly right-of-way of Norcross Street (having a 40-foot right-of-way) and the Southeasterly right-of-way of Alpharetta Street (having an 80-foot right-of-way), and run thence North 22 degrees 44 minutes 19 seconds West along said mitered intersection a distance of 40.90 feet to a point on said southeasterly right-of-way of Alpharetta Street; run thence North 36 degrees 19 minutes 48 seconds East along said southeasterly right-of-way of Alpharetta Street a distance of 456.49 feet to a ½-inch iron pin found and the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, continuing thence North 36 degrees 19 minutes 48 seconds East along said southeasterly right-of-way of Alpharetta Street a distance of 429.34 feet to a point; continuing thence North 36 degrees 19 minutes 48 seconds East along said southeasterly right-of-way of Alpharetta Street a distance of 30.06 feet to a point; continuing thence along said southeasterly right-of-way of Alpharetta Street along the arc of a curve to the right a distance of 98.03 feet to a nail found (said arc having a radius of 1081.14 feet and being subtended by a chord bearing North 38 degrees 55 minutes 39 seconds East and a chord length of 98.00 feet); thence leaving said southeasterly right-of-way of Alpharetta Street and running thence South 66 degrees 43 minutes 12 seconds East a distance of 46.46 feet to a point; running thence North 07 degrees 22 minutes 01 second East a distance of 7.00 feet to a nail found; running thence South 75 degrees 01 minute 17 seconds East a distance of 53.01 feet to ½-inch iron pin found; running thence South 87 degrees 14 minutes 46 seconds East a distance of 150.59 feet to a 1-inch crimp top pipe on the westerly right-of-way of Frazier Street (having a variable right-of-way); running thence South 00 degrees 22 minutes 45 seconds West along said westerly right-of-way of Frazier Street a distance of 439.62 feet to a ¼-inch iron pin found; thence leaving said right-of-way of Frazier Street and running thence North 87 degrees 27 minutes 11 seconds West a distance of 576.60 feet to a ½-inch iron pin found on the southeasterly right-of-way of Alpharetta Street, said point being the TRUE POINT OF BEGINNING; said tract containing approximately 4.28 or 186,166 square feet.

ALL as more particularly shown and depicted on that certain Boundary and Topographic Survey dated February 21, 2007, and being last revised on January 16, 2008, prepared by Hartrampf Surveyors, and bearing the seal and certification of Larry P. Atkinson, Georgia Registered Land Surveyor No. 2687, for Coro Development, L.L.C (Job No. 07022.00).



FIDELITY NATIONAL TITLE INSURANCE COMPANY

OWNER'S POLICY NO. \_\_\_\_\_

EXHIBIT "A"

Page 2 of 2

LEGAL DESCRIPTION

Property also being described as follows:

As Surveyed Legal Description

*All that tract or parcel of land lying and being in Land Lot 412 of the 1st District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:*

*Commencing at the intersection of the eastern right-of-way of Alpharetta Street (a.k.a. US Highway 9) (80' right-of-way) with the northern right-of-way of Norcross Street (40' right-of-way), Thence along said right-of-way of Alpharetta Street, North 22 degrees 12 minutes 39 seconds West a distance of 40.90 feet to a point; North 36 degrees 51 minutes 28 seconds East a distance of 456.49 feet to a 1/2-inch rebar found on the division line between Kmerica Goup Roswell, LLC (Deed Book 41328, Page 64) and Perry S. Alterman (Deed Book 10545, Page 267), said 1/2-inch rebar found being the TRUE POINT OF BEGINNING. Thence continuing along said right-of-way, thence North 36 degrees 50 minutes 35 seconds East a distance of 429.20 feet to a point; Thence along a curve to the right an arc length of 128.10 feet, said curve having a radius of 1187.10 feet and a chord distance of 128.04 feet, at North 38 degrees 50 minutes 44 seconds East, to a PK nail set on the division line between Perry S. Alterman and K.I.C. Management, LLC (Deed Book 41009, Page 46); Thence leaving said right-of-way along said division line the following courses and distances: South 66 degrees 11 minutes 32 seconds East a distance of 46.46 feet to a 1/2-inch crimped top pipe found; North 07 degrees 29 minutes 11 seconds East a distance of 7.00 feet to a nail found; South 74 degrees 30 minutes 27 seconds East a distance of 53.05 feet to a 1/2-inch rebar found; South 86 degrees 43 minutes 50 seconds East a distance of 150.50 feet to a 1-inch crimped top pipe found on the western right-of-way of Frazier Street (variable right-of-way); Thence along said right-of-way, South 00 degrees 54 minutes 12 seconds West a distance of 439.47 feet to a 1/2-inch rebar found; Thence leaving said right-of-way, North 86 degrees 54 minutes 20 seconds West a distance of 92.19 feet to a 1/2-inch rebar found; Thence along the division line between Perry S. Alterman and Mixon Group, LLC (Deed Book 29825, Page 328), North 87 degrees 05 minutes 14 seconds West a distance of 117.58 feet to a 1/2-inch rebar found; Thence along the division line between Perry S. Alterman and F&L Properties, LLC (Deed Book 40564, Page 80) and Richard E. Bowen (Per Fulton County Tax Assessor), North 86 degrees 56 minutes 01 seconds West a distance of 305.38 feet to a 1/2-inch rebar found; Thence along the division line between Kmerica Goup Roswell, LLC (Deed Book 41328, Page 64) and Perry S. Alterman (Deed Book 10545, Page 267), North 86 degrees 43 minutes 20 seconds West a distance of 61.20 feet to a 1/2-inch rebar found on the eastern right-of-way of Alpharetta Street, said 1/2-inch rebar found being the TRUE POINT OF BEGINNING.*

*Said tract of land contains 4.273 Acres.*

Said property being shown on that certain ALTA/ACSM Land Title Survey of Roswell Plaza Shopping Center for City of Roswell, Georgia, Downtown Development Authority of the City of Roswell and Fidelity National Title Insurance Company, prepared by GeoSurvey, Ltd., bearing the seal of David L. Hester, GRLS No. 3042, dated October 28, 2015, last revised December 3, 2015 GS Job No. 20114215.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

**OWNER'S POLICY NO. \_\_\_\_\_**

**EXHIBIT "B"**

**Page 1 of 1**

**TENANTS**

1. Carniceria 3 Hermanos, Inc.
2. Family Dollar Stores of Georgia, Inc.



# Fidelity National Title<sup>®</sup>

Insurance Company

## ENDORSEMENT

Endorsement 17-06 (Access and Entry)

Adopted 6-17-06

Attached to Policy No. \_\_\_\_\_

Issued by

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from **Alpharetta Street (80' public R/W) and Frazier Street (variable public R/W)** (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Countersigned:

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

LAW OFFICES OF HODGES AND BROADAWAY

BY:           PROFORMA            
R.E. Hodges, Jr./L. Ann Broadaway  
Authorized Signatory





# Fidelity National Title<sup>®</sup> Insurance Company

## ENDORSEMENT

**Endorsement 18.1-06 (Multiple Tax Parcel)**

**Adopted 6-17-06**

**Attached to Policy No. \_\_\_\_\_**

**Issued by**

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

The Company insures against loss or damage sustained by the Insured by reason of:

1. those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:

Tax Identification Numbers:

12-1902-412-60-8

12-1902-412-59-0

2. the easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes, assessments or other charges imposed on the servient estate by a governmental authority.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Countersigned:

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

LAW OFFICES OF HODGES AND BROADAWAY

BY:           PROFORMA            
R.E. Hodges, Jr./L. Ann Broadaway  
Authorized Signatory



# Fidelity National Title<sup>®</sup>

## Insurance Company

### ENDORSEMENT

Endorsement 25-06 (Same as Survey)

Adopted 10-16-08

Attached to Policy No. \_\_\_\_\_

Issued by

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on that certain ALTA/ACSM Land Title Survey of Roswell Plaza Shopping Center for City of Roswell, Georgia, Downtown Development Authority of the City of Roswell and Fidelity National Title Insurance Company, prepared by GeoSurvey, Ltd., bearing the seal of David L. Hester, GRLS No. 3042, dated October 28, 2015, last revised December 3, 2015, GS Job No. 20114215.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Countersigned:

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

LAW OFFICES OF HODGES AND BROADAWAY

BY:           PROFORMA            
R.E. Hodges, Jr./L. Ann Broadaway  
Authorized Signatory



# Fidelity National Title<sup>®</sup>

Insurance Company

## ENDORSEMENT

Endorsement 39-06 (Policy Authentication)

Adopted 04-02-13

Attached to Policy No. \_\_\_\_\_

Issued by

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Countersigned:

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

LAW OFFICES OF HODGES AND BROADAWAY

BY:           PROFORMA            
R.E. Hodges, Jr./L. Ann Broadaway  
Authorized Signatory



# Fidelity National Title<sup>®</sup>

## Insurance Company

### ENDORSEMENT

#### Endorsement 3.1-06 (Zoning-Completed Structure)

Revised 10-22-09

Attached to Policy No. \_\_\_\_\_

Issued by

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy,
  - a. according to applicable zoning ordinances and amendments, the Land is not classified Zone **“DX” Downtown Mixed Use**;
  - b. the following use or uses are not allowed under that classification: **Shopping Center including Retail and Restaurant**.
  - c. There shall be no liability under paragraph 1.b. if the use or uses are not allowed as the result of any lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 1.c. does not modify or limit the coverage provided in Covered Risk 5.
2. The Company further insures against loss or damage sustained by the Insured by reason of a final decree of a court of competent jurisdiction either prohibiting the use of the Land, with any existing structure, as specified in paragraph 1.b. or requiring the removal or alteration of the structure, because, at Date of Policy, the zoning ordinances and amendments have been violated with respect to any of the following matters:
  - a. Area, width, or depth of the Land as a building site for the structure
  - b. Floor space area of the structure
  - c. Setback of the structure from the property lines of the Land
  - d. Height of the structure, or
  - e. Number of parking spaces.
3. There shall be no liability under this endorsement based on:
  - a. the invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses;
  - b. the refusal of any person to purchase, lease or lend money on the Title covered by this policy.

**NOTE: Property is considered legally nonconforming per City of Roswell Unified Development Code 5.3.11. Under Section 13.13.1, “In the event that a nonconforming structure devoted to a conforming non-residential use is damaged or partially destroyed by exercise of eminent domain, or partially destroyed by exercise of eminent domain, riot, fire, accident, explosion, flood, lightening, wind or other calamity or natural cause to the extent of 50% of the value of the structure prior to the damage or destruction, such structure may only be restored in conformance with the UDC, unless a variance is granted by the Board of Zoning Appeals.”**

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Countersigned:

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

LAW OFFICES OF HODGES AND BROADAWAY

BY:           PROFORMA            
R.E. Hodges, Jr./L. Ann Broadaway  
Authorized Signatory



# Fidelity National Title<sup>®</sup>

## Insurance Company

### ENDORSEMENT

#### Endorsement 9.2-06

#### Conditions, Conditions and Restrictions - Improved Land - Owner's Policy

Revised 04-02-12

Attached to Policy No. \_\_\_\_\_

Issued by

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only,
  - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
  - b. "Improvement" means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
  - b. Enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
  - c. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. any Covenant contained in an instrument creating a lease;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
  - c. except as provided in Section 3.c., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Countersigned:

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

LAW OFFICES OF HODGES AND BROADAWAY

BY:           PROFORMA            
R.E. Hodges, Jr./L. Ann Broadaway  
Authorized Signatory





# Fidelity National Title<sup>®</sup>

Insurance Company

**ENDORSEMENT**

**Endorsement 26-06 (Subdivision)**

**Adopted 10-16-08**

**Attached to Policy No. \_\_\_\_\_**

**Issued by**

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

The Company hereby insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the subdivision statutes and local subdivision ordinances applicable to the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Countersigned:

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

LAW OFFICES OF HODGES AND BROADAWAY

BY:           PROFORMA          

R.E. Hodges, Jr./L. Ann Broadaway  
Authorized Signatory



# Fidelity National Title<sup>®</sup>

Insurance Company

## ENDORSEMENT

Attached to Policy No. \_\_\_\_\_

Issued By

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

**Deletion of Arbitration Endorsement – Georgia Modification**

This endorsement is attached to and forms a part of an **ALTA Owner's Policy with Georgia Modifications (6/16/06)**, and is attached for the purpose of providing the following information:

"Paragraph 14. Arbitration" of the Conditions has been intentionally deleted from the **ALTA Owner's Policy with Georgia Modifications (6/16/06)** as filed with and approved by the Office of the Commissioner of Insurance in Georgia.

Accordingly, there is no need to delete "Paragraph 14. Arbitration" of the Conditions from the **ALTA Owner's Policy with Georgia Modifications (6/16/06)** by endorsement.

*This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.*

Countersigned:

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

LAW OFFICES OF HODGES AND BROADAWAY

BY:           PROFORMA            
R.E. Hodges, Jr./L. Ann Broadway  
Authorized Signatory



# Fidelity National Title<sup>®</sup> Insurance Company

## ENDORSEMENT

Endorsement 17.2-06 (Utility Access)

Adopted 10-16-08

Attached to Policy No. \_\_\_\_\_

Issued by

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

The Company insures against loss or damage sustained by the Insured by reason of the lack of a right of access to the following utilities or services: **[CHECK ALL THAT APPLY]**

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Water service            | <input checked="" type="checkbox"/> Natural gas service | <input checked="" type="checkbox"/> Telephone service    |
| <input checked="" type="checkbox"/> Electrical power service | <input checked="" type="checkbox"/> Sanitary sewer      | <input checked="" type="checkbox"/> Storm water drainage |
| <input type="checkbox"/> _____                               | <input type="checkbox"/> _____                          | <input type="checkbox"/> _____                           |

either over, under or upon rights-of-way or easements for the benefit of the Land because of:

- (1) a gap or gore between the boundaries of the Land and the rights-of-way or easements;
- (2) a gap between the boundaries of the rights-of-way or easements ; or
- (3) a termination by a grantor, or its successor, of the rights-of-way or easements.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Countersigned:

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

LAW OFFICES OF HODGES AND BROADAWAY

BY:           PROFORMA            
R.E. Hodges, Jr./L. Ann Broadaway  
Authorized Signatory



# Fidelity National Title<sup>®</sup>

Insurance Company

## ENDORSEMENT

Endorsement 28-06 (Easement – Damage or Enforced Removal)

Revised 02-03-10

Attached to Policy No. \_\_\_\_\_

Issued by

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

The Company insures against loss or damage sustained by the Insured if the exercise of the granted or reserved rights to use or maintain the easement(s) referred to in Exception(s) 9 (3538/216), 10 (4205/95), 13 (6171/479) and 19 (54328/472) of Schedule B results in:

- (1) damage to an existing building located on the Land, or
- (2) enforced removal or alteration of an existing building located on the Land .

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Countersigned:

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

LAW OFFICES OF HODGES AND BROADAWAY

BY: \_\_\_\_\_  
PROFORMA  
R.E. Hodges, Jr./L. Ann Broadaway  
Authorized Signatory



# Fidelity National Title<sup>®</sup> Insurance Company

## ENDORSEMENT

**Endorsement 9.9-06 (Private Rights – Owner’s Policy)**

**Adopted 04-02-13**

**Attached to Policy No. \_\_\_\_\_**

**Issued by**

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only:
  - a. “Covenant” means a covenant, condition, limitation or restriction in a document or instrument recorded in the Public Records at Date of Policy.
  - b. “Private Right” means (i) an option to purchase; (ii) a right of first refusal; or (iii) a right of prior approval of a future purchaser or occupant.
3. The Company insures against loss or damage sustained by the Insured under this Owner’s Policy if enforcement of a Private Right in a Covenant affecting the Title at Date of Policy based on a transfer of Title on or before Date of Policy causes a loss of the Insured’s Title.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from:
  - a. any Covenant contained in an instrument creating a lease;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;
  - c. any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances; or
  - d. any Private Right in an instrument identified in Exception(s) N/A in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Countersigned:

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

LAW OFFICES OF HODGES AND BROADAWAY

BY: PROFORMA  
R.E. Hodges, Jr./L. Ann Broadaway  
Authorized Signatory



# Fidelity National Title<sup>®</sup>

Insurance Company

## ENDORSEMENT

Endorsement 22-06 (Location)

Adopted 6-17-06

Attached to Policy No. \_\_\_\_\_

Issued by

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

The Company insures against loss or damage sustained by the Insured by reason of the failure of a 1-story block building, known as 1023 Alpharetta Street as per Survey cited herein, to be located on the Land at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Countersigned:

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

LAW OFFICES OF HODGES AND BROADAWAY

BY:           PROFORMA            
R.E. Hodges, Jr./L. Ann Broadaway  
Authorized Signatory