



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN 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 EXTRACTIONAL 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, First American Title Insurance Company, a Nebraska 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “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.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of 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

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Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not 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.
- b. The Company is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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Form 50205833 (5-9-23)





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.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Cooper Cargill Chant, P.A.**

Issuing Office: **2935 White Mountain Highway, North Conway NH 03860**

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: **4551.254**

Issuing Office File Number: **4551.254**

Property Address: **654 Titus Hill Road and Titus Hill Road, (TM 418, Lot 17.5), Columbia, New Hampshire 03576**

Revision Number: _____

SCHEDULE A

1. Commitment Date: **May 28,2024**

2. Policy to be issued:

a. ALTA 2021 Owner's Policy

Proposed Insured: **TBD**

Proposed Amount of Insurance: **TBD**

The estate or interest to be insured: **Fee Simple**

b. ALTA 2021 Loan Policy

Proposed Insured:

Proposed Amount of Insurance:

The estate or interest to be insured:

:

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple.**

4. The Title is, at the Commitment Date, vested in: **Edward F. Tierney, III and Erin Fitzgerald**

5. The Land is described as follows:

654 Titus Hill Road and Titus Hill Road, (TM 418, Lot 17.5), in the Town of Columbia, County of Coos, and State of New Hampshire; and is described as set forth in Exhibit A attached hereto and made a part hereof.

Cooper Cargill Chant, P.A.

By: _____
Authorized Signatory

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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. **Payment of all taxes and/or assessments levied against the Land which are due and payable.**
5. **Foreclosure Deed from Northway Bank to _____, to be recorded in the Coos County Registry of Deeds [this will remove Exceptions 12 & 13 on Schedule B, Part II].**

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 facts, rights, interests, or claims which are not shown in the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
2. Any, encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title, including discrepancies, conflicts in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
3. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
4. 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.
5. **Real estate taxes and municipal charges as follows:**

654 Titus Hill Road:

2024 estimated property taxes are \$1,565.00 and run from 4/1/2024 – 3/31/2025. Taxes are due semi-annually on or about 7/1 and 12/1. The next tax bill is due on or about 7/1/2024.

Titus Hill Road (TM 418, Lot 17.5):

2024 estimated property taxes are \$236.00 and run from 4/1/2024 – 3/31/2025. Taxes are due semi-annually on or about 7/1 and 12/1. The next tax bill is due on or about 7/1/2024.

6. IF THE LAND IS A CONDOMINIUM UNIT: Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the laws of the State of the Land or set forth in the Declaration of Condominium, in the related By-Laws, in the Site Plans or Floor Plans as duly recorded in the Public Records and as the same may have been lawfully emended, and in any instrument creating the Title.

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Form 50205833 (5-9-23)





7. Title to and rights of others entitled thereto, in and to that portion of the subject property lying with the bounds of Titus Hill Road, so-called, and adjacent streets and ways.
8. Subject to easements, facts, issues and notations as shown on plan No. 1216.
9. Subject to current use Classification in the name of Norman Zimmerman dated November 3, 1976 and recorded in the Coos County Registry of Deeds in Book 592, Page 220.
10. Subject to rights in common with others in and to the 50 foot right of way as set forth in Book 925, Page 902.
11. Subject to an easement to New Hampshire Electric Cooperative and Verizon New England dated June 13, 2008 and recorded in Book 1263, Page 134.
12. Mortgage of Edward Francis Tierney III and Danielle B. Tierney to Northway Bank dated June 30, 2020 in the principal amount of \$152,000 and recorded at the Coos County Registry of Deeds in Book 1539, Page 1 [to be deleted upon recording Foreclosure Deed].
13. Mortgage of Edward Francis Tierney, III to Citizens Bank, N.A. dated March 9, 2022 in the principal amount of \$59,900.00, and recorded at the Coos County Registry of Deeds at Book 1596, Page 431 [to be deleted upon recording Foreclosure Deed].
14. Subject to those matters as shown on plan entitled "Plan of Subdivision of Land of Edward Francis Tierney & Danielle B. Tierney South of Titus Hill Road, Columbia, Coos County New Hampshire" dated August 10, 2022 and recorded at the Coos County Registry of Deeds as Plan #4773.
15. Town of Columbia Tax Lien dated March 21, 2024 in the total amount of \$1,259.77 for the 2023 tax year and recorded in the Coos County Registry of Deeds in Book 1648, Page 556.

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File No.: 4551.254

EXHIBIT A

A certain parcel of land, with the buildings and improvements thereon, situate in the Towns of Colebrook and Columbia, County of Coos, and State of New Hampshire, and being more particularly bounded and described as follows:

Beginning at an iron pipe standing in the southerly limits of the right-of-way of the Titus Hill Road, so-called, said pipe being the northwesterly corner of the herein described property; thence on a bearing of South 31 degrees West a distance of 701 feet to an iron pipe standing in a stone wall; thence on a bearing of North 62 degrees 30' West and along the Colebrook-Columbia Town Line a distance of 84 feet to an iron pipe; thence on a bearing of South 27 degrees 30' West and along the lands now or formerly of Lawrence Kelsea a distance of 3,570 feet to an iron pipe; thence on a bearing of South 62 degrees 30' East along lands now or formerly of Kilburn Covell a distance of 1,835 feet to an iron pipe; thence on a bearing of North 27 degrees 30' East along the lands formerly of Gerald Richards and Lyford Parker a distance of 3,359 feet to an iron pipe standing in a stone wall and also the southerly limits of the right-of-way of the Titus Hill Road, so-called; thence along the southern limits of the right-of-way for the aforementioned road a distance of 1,979 feet to the point of beginning.

The following parcels are specifically EXCEPTED AND RESERVED from this conveyance:

1. Titus Hill Cemetery Lot
2. A certain parcel of land approximately $\frac{1}{4}$ acre in size commencing at a point on the southwesterly limits of the Titus Hill Road, so-called; thence westerly 82 feet to a certain iron pipe driven into the ground; thence southerly 153 feet to another certain iron pipe; thence easterly 82 feet to an iron pipe; thence northerly along said Titus Hill Road a distance of 153 feet to the point of beginning, being the "Prosper House and Lot" as shown on surveyors map hereafter referred to.
3. Also excepting and reserving Lots 1,2,3,and 4 and premises conveyed to Leonard Klebe (1.53 acres) as shown on the plan entitled "Boundary Line Adjustment and Subdivision Plan for Rena Zimmerman, Titus Hill Road, Colebrook and Columbia, NH" surveyed by F.W. Cowan & Sons, August 18, 1998, scale: 1 inch- 100 feet, approved by the Colebrook Planning Board September 15, 1998 9#546) and the Columbia Planning Board September 15, 1998 (#98-2) and recorded in the Coos County Registry of Deeds as Plan 1216.