



Alachua County

Office of Land Conservation & Management

Charles H. Houder, *Director*

Delivered via Email

August 14, 2020

Attn: Carl Johnson, Esq.
4421 N.W. 39th Ave., Bldg. 1-2
Gainesville, FL 32606
(352) 377-7444
Email: clj4421@gmail.com

RE: Option Contract Between Alachua County and Jackie S. Padgett dated March 6, 2020 ("Option Contract").

NOTICE OF TITLE DEFECTS

Pursuant to Paragraph 9 ("Title Defects") of the Option Contract described above, Alachua County, through its County Manager, hereby gives Jackie S. Padgett ("Seller"), through her attorney Carl Johnson, written Notice of Title Defects to which it objects and requires the Seller to cure. These title defects are shown in item #9 of the Schedule BII Exceptions of the Title Commitment issued by Chicago Title Insurance Company to Alachua County dated July 30, 2020 (Commitment No.:18-1163.7KN) and attached to this Notice as Exhibit A. Specifically, at this time, the County objects to accepting title to the property to be purchased as contemplated in the Option Contract subject to the undivided, half-interest mineral rights reservation (reserved in 1954) and recorded in Alachua County OR Book 315/Page 161.

Paragraph 9 of the Option Contract provides that Seller shall have a period of 60 days after receipt of this Notice ("Cure Period") to cure the title defects identified above. Paragraph 9 also requires the Closing Date established by the Option Contract to be extended up to 70 days after the date of this Notice ("Extended Closing Date"). After receipt of this Notice, Seller is required to respond to the County prior to the end of the Cure Period with a written notice of Seller's failure to cure any of the above identified title defects and state in its response notice to the County which title defects will remain uncured.

Please note the County is committed to working with the Seller as may be possible to resolve this title defect in order to finalize the transaction contemplated by the Option Contract.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

This Notice of Title Defects is hereby executed this ____ day of August, 2020.

Alachua County

A political subdivision of the State of Florida

By: James K. Harriott, Jr. P.E.
for
Michele Lieberman, County Manger

APPROVED AS TO FORM

A handwritten signature in blue ink, appearing to be 'J. Harriott', is written over a horizontal line.

Alachua County Attorney's Office

EXHIBIT A

ALACHUA COUNTY'S COPY OF TITLE COMMITMENT FOR PADGETT PROERTY
WITH SCHEDULE BII EXCEPTIONS

Chicago Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule A

Transaction Identification Data for reference only:

Commitment Number: 18-1163.7 KN	Revision Number: None	Issuing Office File Number: 18-1163.7 KN	Issuing Office: 10-2617
Property Address: Unassigned Location, FL	Loan ID Number: None	ALTA Universal ID: None	Issuing Agent: Salter Feiber, P.A.

1. Commitment Date: July 30, 2020 @ 05:00 PM
2. Policy to be issued: Proposed Policy Amount:

OWNER'S: ALTA Owner's Policy (6/17/06) (With Florida Modifications) \$642,233.00

Proposed Insured: Alachua County, a political subdivision of the state of Florida

MORTGAGEE: ALTA Loan Policy (6/17/06) (With Florida Modifications) \$

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple. (Identify estate covered, i.e., fee, leasehold, etc.)

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Jackie S. Padgett

5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Chicago Title Insurance Company

3801 PGA Blvd., Suite 605, Palm Beach Gardens, Florida 33410



AUTHORIZED SIGNATORY

David E. Menet, Esq.
Attorney at Law

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Chicago Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-I

Issuing Office File Number: 18-1163.7 KN

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 Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Warranty Deed from Jackie S. Padgett, to Alachua County, a political subdivision of the state of Florida. Deed containing statement that the marriage of Calvin D. Padgett and Jackie S. Padgett had been continuous and uninterrupted from July 16, 1961 through the date of death of Calvin D. Padgett.
 - B. Certified copy of the death certificate of Calvin D. Padgett.
 - C. Surveyor Contiguity Affidavit.
5. Proof of payment of any outstanding assessments in favor of Alachua County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Alachua County, Florida, any special taxing district and any municipality.
6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.
7. The Proposed Policy Amount(s) must be disclosed to the Company, and subject to approval by the Company, entered as the Proposed Policy Amount. An owner's policy should reflect the purchase price or full value of the Land. A loan policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
8. NOTE: Parcel I: Taxes for the year 2019 show PAID, in the amount of \$2,380.38 for Parcel No.17061-000-000; Gross Amount for Taxes & Assessments is \$2,479.56; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
9. NOTE: Parcels II, III, and IV: Taxes for the year 2019 show PAID, in the amount of \$1,127.58 for Tax Parcel No.16994-000-000; Gross Amount for Taxes & Assessments is \$1,174.56; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
10. NOTE: Parcels V and VI: Taxes for the year 2019 show PAID, in the amount of \$189.34 for Tax Parcel No.17487-000-000; Gross Amount for Taxes & Assessments is \$197.23; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
11. NOTE: Parcel VII: Taxes for the year 2019 show PAID, in the amount of \$181.80 for Parcel No.17487-001-027; Gross Amount for Taxes & Assessments is \$189.37; Homestead Exemption WAS filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Chicago Title Insurance Company
AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
Schedule B-I (Continued)

Issuing Office File Number: 18-1163.7 KN

12. NOTE: Parcel VIII: Taxes for the year 2019 show PAID, in the amount of \$159.96 for Parcel No.17485-001-000; Gross Amount for Taxes & Assessments is \$166.62; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
13. NOTE: Parcel IX: Taxes for the year 2019 show PAID, in the amount of \$109.94 for Parcel No.16994-005-000; Gross Amount for Taxes & Assessments is \$114.52; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Chicago Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-II

Issuing Office File Number: 18-1163.7 KN

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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment 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.
2.
 - d. General or special taxes and assessments required to be paid in the year 2020 and subsequent years.
 - e. Rights or claims of parties in possession not recorded in the Public Records.
 - f. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - g. Easements or claims of easements not recorded in the Public Records.
 - h. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Easement for ingress and egress as described in that certain Warranty Deed recorded in Official Records Book 603, Page 191.
5. Easement for ingress and egress as described in that certain Warranty Deed recorded in Official Records Book 604, Page 429.
6. Easement for ingress and egress as described in that certain Warranty Deed recorded in Official Records Book 783, Page 756.
7. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of PINE ISLAND SUBDIVISION, recorded in Plat Book H, Page 60, of the Public Records of Alachua County, Florida.
8. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Subdivision of Property of Idella Kinard, recorded in Deed Book S, Pages 368 and 369, of the Public Records of Alachua County, Florida.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Chicago Title Insurance Company
AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
Schedule B-II (Continued)

Issuing Office File Number: 18-1163.7 KN

9. Reservation of all oil, gas and minerals and rights thereto as described in that certain Fee Simple Deed recorded in Deed Book 315, Page 161 (As to Parcel V only; as to an undivided 1/2 interest only).

NOTE: Said mineral estate is assessed under Parcel ID 21082-124-004. Notwithstanding anything contained herein to the contrary, the following coverage is hereby deleted from the following:

Loan Policy: Florida Form 9 - Paragraph 3(b), ALTA 9-06 (with Florida modifications) - Paragraph 3(b)
ALTA 9.3-06 (with Florida modifications) - Paragraph 4.

Owner's Policy: Florida Form 9.1 - Paragraph 2, Florida Form 9.2 - Paragraph 2(b), ALTA 9.2-06 (with Florida modifications) - Paragraph 2(b), ALTA 9.5-06 (with Florida modifications) - Paragraph 3.

10. Easement for ingress, egress and public utilities in favor of Teresa Wyatt and Michael Wyatt as described in that certain Easement recorded in Official Records Book 4784, Page 994.
11. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.
12. The nature, extent or existence of riparian rights is not insured.

NOTE: All recording references in this form shall refer to the public records of Alachua County, Florida, unless otherwise noted.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

AMERICAN LAND TITLE ASSOCIATION

Commitment for Title Insurance

Issued by

Chicago 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, Chicago 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 the Schedule B, Part I Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I Requirements; and Schedule B, Part II Exceptions.

Countersigned: Salter Feiber, P.A.



Authorized Signatory
David Menet, Esq.
Attorney at Law



CHICAGO TITLE INSURANCE COMPANY

By:



President

ATTEST



Secretary

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;
- (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.

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.

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