

# Fidelity National Title Insurance Company

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

### Schedule A

#### Transaction Identification Data for reference only:

Commitment Number: <b>18-1160.7 KN</b>	Revision Number: <b>None</b>	Issuing Office File Number: <b>18-1160.7 KN</b>	Issuing Office: <b>6129.1.27.09</b>
Property Address: <b>Unassigned Location (portion of); and 16108 W. CR 1491, Alachua, FL 32615 (portion of)</b>	Loan ID Number: <b>None</b>	ALTA Universal ID: <b>None</b>	Issuing Agent: <b>Salter Feiber, P.A.</b>

1. Commitment Date: August 18, 2022 @ 05:00 PM
2. Policy to be issued: Proposed Policy Amount:  
  
OWNER'S: ALTA Owner's Policy (6/17/06) (With Florida Modifications) \$929,402.00  
  
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:  
  
Betty Matthews and Joel Matthews
5. The Land is described as follows:  
  
See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

#### Fidelity National Title Insurance Company

28059 US Hwy 19 North, Suite 202, Clearwater, Florida 33761



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.*

# Fidelity National Title Insurance Company

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-I

Issuing Office File Number: 18-1160.7 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 Betty Matthews and Joel Matthews, including marital status and joinder of spouse if homestead property, to the Proposed Insured.
  - B. Affidavit with indemnification from Betty Matthews and Joel Matthews stating that from 1982 to the present, no exploration, removal, extraction, drilling, or any other activities relating to oil, gas, and minerals has occurred on subject property. (NOTE: Exception B-II (9) to be deleted if this requirement is met.)
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. NOTE: Parcel No. 1 (portion of): Taxes for the year 2021 show PAID, in the amount of \$420.46, for Parcel No.02725-004-000; Gross Amount for Taxes & Assessments is \$424.71; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.

NOTE: Parcel No. 2 (portion of): Taxes for the year 2021 show PAID, in the amount of \$1,454.08, for Parcel No.02725-000-000; Gross Amount for Taxes & Assessments is \$1,468.77; Homestead Exemption WAS filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.

8. INTENTIONALLY DELETED

NOTE: No open mortgage(s) were found of record. Agent must confirm with the owner that the property is free and clear.

# Fidelity National Title Insurance Company

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-II

Issuing Office File Number: 18-1160.7 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.
  - a. General or special taxes and assessments required to be paid in the year 2022 and subsequent years.
  - b. Rights or claims of parties in possession not recorded in the Public Records.
  - c. 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.
  - d. Easements or claims of easements not recorded in the Public Records.
  - e. 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. Phosphate, Minerals, Metals and Petroleum Reservations and Easement for State Road right of way in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund, recorded in Deed Book 226, Page 462.
5. Phosphate, Minerals, Metals and Petroleum Reservations and Easement for State Road right of way in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund, recorded in Official Records Book 902, Page 160. (Right of entry released by FS 270.11)
6. Phosphate, Minerals, Metals and Petroleum Reservations and Easement for State Road right of way in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund, recorded in Official Records Book 925, Page 231.
7. Boundary Agreement recorded in Official Records Book 983, Page 87.
8. Easement(s) in favor of Alachua County, a political subdivision of the State of Florida set forth in instrument(s) recorded in Official Records Book 1044, Page 901.
9. Oil, Gas and Mineral Lease recorded in Official Records Book 1426, Page 687, as assigned by instruments in Official Records Book 1450, Page 78 and Official Records Book 1522, Page 122; Depository Notices recorded in Official Records Book 1563, Page 2655, and Official Records Book 1596, Page 1839. (NOTE: This exception to be deleted if requirement B-I (4)(B) satisfied.)

*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.*

**Fidelity National Title Insurance Company**  
*AMERICAN LAND TITLE ASSOCIATION*  
*COMMITMENT*  
**Schedule B-II (Continued)**

Issuing Office File Number: 18-1160.7 KN

10. 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.
11. The nature, extent or existence of riparian rights is not insured.
12. NOTE: All recording references in this form shall refer to the public records of Alachua County, Florida, unless otherwise noted.

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# Exhibit A

## LEGAL DESCRIPTIONS TO BE PREPARED BY SURVEYOR

### PARCEL 1: 02725-004-000 (portion of) (OR BOOK 4116, PAGE 1679)

A PARCEL OF LAND IN THE FRANCIS R. SANCHEZ GRANT IN TOWNSHIP 6 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4051 AT PAGE 41 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AS A POINT OF BEGINNING; THENCE RUN NORTH 70°52'28" EAST, A DISTANCE OF 201.69 FEET; THENCE RUN NORTH 85°09'20" EAST, A DISTANCE OF 174.67 FEET; THENCE RUN SOUTH 85°01'58" EAST, A DISTANCE OF 366.28 FEET; THENCE RUN SOUTH 84°39'09" EAST, A DISTANCE OF 961.82 FEET; THENCE RUN NORTH 00°50'55" WEST, A DISTANCE OF 4882 FEET MORE OR LESS TO THE SOUTH SIDE OF THE SANTA FE RIVER; THENCE RUN WESTERLY ALONG SAID SOUTH SIDE, A DISTANCE OF 3060 FEET MORE OR LESS TO A POINT ON THE EAST BOUNDARY OF LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4051 AT PAGE 37 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN ALONG THE BOUNDS OF SAID LANDS BY THE FOLLOWING THREE COURSES: 1) SOUTH 04°14'20" EAST, A DISTANCE OF 1120 FEET MORE OR LESS; 2) SOUTH 04°17'46" EAST, A DISTANCE OF 2400.01 FEET; 3) SOUTH 04°23'31" EAST, A DISTANCE OF 523.47 FEET TO THE NORTHWEST CORNER OF AFOREMENTIONED LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4051 AT PAGE 41 OF SAID PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN ALONG THE BOUNDS OF SAID LANDS BY THE FOLLOWING TWO COURSES; 1) SOUTH 88°48'41" EAST, A DISTANCE OF 295.36 FEET; 2) SOUTH 01°11'19" WEST, A DISTANCE OF 864.31 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A PARCEL OF LAND THAT IS THE FRANCIS R. SANCHEZ GRANT IN TOWNSHIP 6 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4051 AT PAGE 41, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AS A POINT OF REFERENCE; THENCE RUN NORTH 70°52'28" EAST, A DISTANCE OF 201.69 FEET; THENCE RUN NORTH 85°09'20" EAST, A DISTANCE OF 41.31 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE RUN NORTH 85°09'20" EAST, A DISTANCE OF 133.36 FEET; THENCE RUN SOUTH 85°01'58" EAST, A DISTANCE OF 366.28 FEET; THENCE RUN SOUTH 84°39'09" EAST, A DISTANCE OF 961.82 FEET; THENCE RUN NORTH 00°50'55" WEST, A DISTANCE OF 4882 FEET MORE OR LESS TO THE SOUTH SIDE OF THE SANTA FE RIVER; THENCE RUN WESTERLY ALONG SAID SOUTH SIDE, A DISTANCE OF 1848 FEET MORE OR LESS TO A POINT WHICH BEARS NORTH 00°50'55" WEST FROM THE POINT OF BEGINNING; THENCE RUN SOUTH 00°50'55" EAST, A DISTANCE OF 4972 FEET MORE OR LESS TO THE POINT OF BEGINNING.

## Exhibit A

(Continued)

ALSO LESS AND EXCEPT:

A PORTION OF THE FRANCIS R. SANCHEZ GRANT IN TOWNSHIP 6 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE FRANCIS R. SANCHEZ GRANT IN TOWNSHIP 7 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA; THENCE RUN S 86°46'00" E ALONG THE NORTH LINE OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 18 EAST, OUTSIDE THE GRANT, TO THE CENTERLINE OF STATE ROAD NO. 241, THENCE N 18°13'00" W, ALONG SAID CENTERLINE AND ITS EXTENSION, 5329.14 FEET TO P.I. OF A CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 5729.65 FEET; THENCE NORTH ALONG SAID CENTERLINE AND ITS EXTENSION 5107.85 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF COUNTY ROAD NO. NW 4-A; THENCE CONTINUE NORTH 40.04 FEET; THENCE N 87°17'39" W, 50.06 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD AS NOW OCCUPIED; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE THROUGH THE FOLLOWING THREE COURSES; (1) N 87°17'39" W 1584.00 FEET (2) N 87°26'37" W 895.89 FEET (3) N 84°39'09" W 772.32 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 458 FEET; THENCE RUN EAST 312 FEET; THENCE RUN SOUTH 458 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE SAID COUNTY ROAD; THENCE RUN WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 312 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

A PORTION OF THE FRANCIS R. SANCHEZ GRANT IN TOWNSHIP 6 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ALSO LESS AND EXCEPT RIGHT OF WAY FOR COUNTY ROAD NW 4-A.

## **Exhibit A**

(Continued)

**PARCEL 2: 02725-000-000 (portion of) (OR BOOK 4103, PAGE 1198)**

A PARCEL OF LAND THAT IS THE FRANCIS R. SANCHEZ GRANT IN TOWNSHIP 6 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4051 AT PAGE 41, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AS A POINT OF REFERENCE; THENCE RUN NORTH 70°52'28" EAST, A DISTANCE OF 201.69 FEET; THENCE RUN NORTH 85°09'20" EAST, A DISTANCE OF 41.31 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE RUN NORTH 85°09'20" EAST, A DISTANCE OF 133.36 FEET; THENCE RUN SOUTH 85°01'58" EAST, A DISTANCE OF 366.28 FEET; THENCE RUN SOUTH 84°39'09" EAST, A DISTANCE OF 961.82 FEET; THENCE RUN NORTH 00°50'55" WEST, A DISTANCE OF 4882 FEET MORE OR LESS TO THE SOUTH SIDE OF THE SANTA FE RIVER; THENCE RUN WESTERLY ALONG SAID SOUTH SIDE, A DISTANCE OF 1848 FEET MORE OR LESS TO A POINT WHICH BEARS NORTH 00°50'55" WEST FROM THE POINT OF BEGINNING; THENCE RUN SOUTH 00°50'55" EAST, A DISTANCE OF 4972 FEET MORE OR LESS TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A PORTION OF THE FRANCIS R. SANCHEZ GRANT IN TOWNSHIP 6 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE FRANCIS R. SANCHEZ GRANT IN TOWNSHIP 7 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA; THENCE RUN S 86°46'00" E ALONG THE NORTH LINE OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 18 EAST, OUTSIDE THE GRANT, TO THE CENTERLINE OF STATE ROAD NO. 241, THENCE N 18°13'00" W, ALONG SAID CENTERLINE AND ITS EXTENSION, 5329.14 FEET TO P.I. OF A CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 5729.65 FEET; THENCE NORTH ALONG SAID CENTERLINE AND ITS EXTENSION 5107.85 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF COUNTY ROAD NO. NW 4-A; THENCE CONTINUE NORTH 40.04 FEET; THENCE N 87°17'39" W, 50.06 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD AS NOW OCCUPIED; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE THROUGH THE FOLLOWING THREE COURSES; (1) N 87°17'39" W 1584.00 FEET (2) N 87°26'37" W 895.89 FEET (3) N 84°39'09" W 772.32 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 458 FEET; THENCE RUN EAST 312 FEET; THENCE RUN SOUTH 458 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE SAID COUNTY ROAD; THENCE RUN WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 312 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

A PORTION OF THE FRANCIS R. SANCHEZ GRANT IN TOWNSHIP 6 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



## **Exhibit A**

**(Continued)**

COMMENCE AT THE SE CORNER OF THE FRANCIS R. SANCHEZ GRANT IN TOWNSHIP 7 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA; THENCE RUN S 86°46'00" E ALONG THE NORTH LINE OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 18 EAST, OUTSIDE THE GRANT, TO THE CENTERLINE OF STATE ROAD NO. 241, THENCE N 18°13'00" W, ALONG SAID CENTERLINE AND ITS EXTENSION, 5329.14 FEET TO THE P.I. OF A CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 5729.65 FEET; THENCE NORTH ALONG SAID CENTERLINE AND ITS EXTENSION 5107.85 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF COUNTY ROAD NO. NW 4-A; THENCE CONTINUE NORTH 40.04 FEET; THENCE N 87°17'39" W, 50.06 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF A COUNTY ROAD AS NOW OCCUPIED; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE THROUGH THE FOLLOWING FOUR COURSES: (1) N 87°17'39" W 1584.00 FEET (2) N 87°26'37" W 895.89 FEET (3) N 84°39'09" W 1009.88 FEET (4) N 85°01'58" W 160.44 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 458 FEET; THENCE RUN EAST 398 FEET; THENCE RUN SOUTH 458 FEET MORE OR LESS TO THE NORTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD; THENCE RUN WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 398 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT RIGHT OF WAY FOR COUNTY ROAD NW 4-A.



# 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.

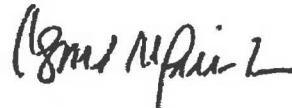


Authorized Signatory  
David Menet, Esq.  
Attorney at Law



**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