

# **AMERICAN LAND TITLE ASSOCIATION**

## **Commitment for Title Insurance**

Issued by

**Commonwealth Land 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, Commonwealth Land 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: Timothy A. Burleigh, P.A.

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

Timothy A. Burleigh  
Authorized Signatory



By:

*Greg N. Friel*

President

ATTEST

*John C. [Signature]*

Secretary

**Transaction Identification Data for reference only:**

Timothy A. Burleigh, P.A.  
505 Lancaster Street No 7C,  
Jacksonville, FL 32204  
ALTA Universal ID:  
LOAN ID Number:  
Issuing Office File Number: TPL/Loochloosa  
Order No.: 7094138  
Property Address: SE 225th Dr  
Hawthorne, FL 32640  
Revision Number: Rev1 11.09.18(maz)

**Commonwealth Land Title Insurance Company**

**SCHEDULE A**

**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: 11/05/2018 at: 8:00 AM
2. Policy or Policies to be issued:
  - A. ALTA Owners 2006 with Florida Modifications  
Proposed Insured: The Trust for Public Land, a not-for-profit California corporation  
Proposed Amount of Insurance: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is (Identify estate covered, i.e., fee, leasehold, etc):  
  
Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Commitment Date vested in:  
  
Weyerhaeuser Company, a Washington corporation, successor by merger to Plum Creek Timberlands, L.P.
5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:

BY:   
Authorized Officer or Agent

**SCHEDULE B SECTION I  
REQUIREMENTS  
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

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. Instrument(s) creating the estate or interest to be insured must be properly executed, delivered and filed for record, to wit:
  - A. Special Warranty Deed from Weyerhaeuser Company, a Washington corporation, successor by merger to Plum Creek Timberlands, L.P., Grantor, to The Trust for Public Land, a not-for-profit California corporation, Grantee, conveying the land described on Schedule A hereof.

Together with proof that Weyerhaeuser Company, a Washington corporation is currently in good standing under the laws of the State of Washington. If the current transaction involves: (i) the disposition of substantially all of a corporation's property or assets; (ii) the conveyance of corporate property to an officer, director or agent who is also a signatory; (iii) conveyance of property for minimum consideration; or (iv) the execution of documents incident to the transaction by an officer other than the president, chief executive officer or any vice-president with a corporate seal, then a recordable resolution of the corporation's Board of Directors, Shareholders and/or Members must be obtained.

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. An Affidavit in form acceptable to Commonwealth Land Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating: (1) that there are no parties in possession of the subject property other than said current record owner(s); (2) that there are no encumbrances upon the subject property other than as may be set forth in this Commitment and (3) there are no unrecorded assessments which are due and payable to Alachua County, Florida, and if located within a municipality, service charges for water, sewer, waste and gas, if any, are in fact paid through the date of this Affidavit; and (4) that there have been no improvements made to or upon the subject property within the ninety (90) day period last past (from the date of such affidavit) for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to Commonwealth Land Title

**SCHEDULE B SECTION I**  
**Requirements continued**

Insurance Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.

8. 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.

9. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2018, as follows:

In the gross amount of \$799.16 under Tax Folio Number 20156-000-000  
In the gross amount of \$2,918.49 under Tax Folio Number 20162-000-000  
In the gross amount of \$1,187.32 under Tax Folio Number 20167-000-000  
In the gross amount of \$0.00 under Tax Folio Number 20192-000-000  
In the gross amount of \$988.05 under Tax Folio Number 20214-000-000  
In the gross amount of \$2,484.67 under Tax Folio Number 20218-000-000  
In the gross amount of \$1,122.98 under Tax Folio Number 20227-000-000  
In the gross amount of \$1,758.16 under Tax Folio Number 20134-000-000

NOTE: Taxes for the year 2017 have been paid under Acct No 20156-000-000 in the gross amount of \$471.87; Assessed Value \$22,100.00; Homestead Exemption is not allowed. (Section 1)

NOTE: Taxes for the year 2017 have been paid under Acct No 20162-000-000 in the gross amount of \$1,688.93; Assessed Value \$79,100.00; Homestead Exemption is not allowed. (Section 2)

NOTE: Taxes for the year 2017 have been paid under Acct No 20167-000-000 in the gross amount of \$687.53; Assessed Value \$32,200.00; Homestead Exemption is not allowed. (Section 3)

NOTE: Taxes for the year 2017 have been paid under Acct No 20192-000-000 in the gross amount of \$0.00; Assessed Value \$406,600.00; Homestead Exemption is not allowed. (Section 9)

**NOTE: No conveyance found to the SJRWMD for that portion of Section 9 identified under Schedule A herein. (See item 12 of Schedule B - Section 2)**

NOTE: Taxes for the year 2017 have been paid under Acct No 20214-000-000 in the gross amount of \$565.83; Assessed Value \$26,500.00; Homestead Exemption is not allowed. (Section 10)

NOTE: Taxes for the year 2017 have been paid under Acct No 20218-000-000 in the gross amount of \$1,460.45; Assessed Value \$68,400.00; Homestead Exemption is not allowed. (Section 11)

NOTE: Taxes for the year 2017 have been paid under Acct No 20227-000-000 in the gross amount of \$670.44; Assessed Value \$31,400.00; Homestead Exemption is not allowed. (Section 12)

NOTE: Taxes for the year 2017 have been paid under Acct No 20134-000-000 in the gross amount of \$1,037.69; Assessed Value \$48,600.00; Homestead Exemption is not allowed. (Section 35)

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

**SCHEDULE B SECTION I**  
**Requirements continued**

**END OF SCHEDULE B SECTION I**

**SCHEDULE B SECTION II  
EXCEPTIONS  
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

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 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 form.
2. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
  - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
  - B. Rights or claims of parties in possession 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.
  - D. Taxes or assessments which are not shown as existing liens in the public records.

**NOTES ON STANDARD EXCEPTIONS:**

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

**SCHEDULE B SECTION II  
EXCEPTIONS  
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

6. Rights of Predecessors in Title, and all persons claiming by, through or under same, by virtue of the reservation, grant or lease of the oil, gas and/or minerals lying within the lands described in Schedule A.
7. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements, as tenants only.
8. Reservations in favor of the State of Florida as set out in instrument recorded December 20, 1944 in Deed Book 206, page 338. (Section 2)
9. Drainage Easement in favor of the State of Florida as set out in instrument recorded September 25, 1958 in Official Records Book 27, page 405. (Section 10)
10. Borrow Pit Easement as set out in instrument recorded October 13, 1958 in Official Records Book 29, page 592. (Section 3, Section 9, and Section 10)
11. Easement in favor of BellSouth Telecommunications, Inc. as set out in instrument recorded June 13, 1994 in Official Records Book 1967, page 2512. (Section 35)
12. Subject to the interest of the St. Johns River Water Management District by virtue of being assessed under Real Estate I.D. #20192-000-000 in the Southeast 1/4 of the Northeast 1/4 of Section 9, Township 12 South, Range 22 East, lying East of the S.A.L. Railroad, and any back taxes that may be due by inadvertently being shown as exempt.
13. Rights of others to the use trail roads running through caption property.
14. Unrecorded Land Disposal Easement or Lease Granted dated June 19, 1975, in favor of John B. Tompkins and Agnes B. Tompkins. (Affects Sections 2 and 11)
15. Unrecorded Land Disposal Easement or Lease Granted dated June 19, 1975, in favor of Clay Electric Cooperative, Inc. (Affects Sec 3)

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

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

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Commonwealth Land Title Insurance Company, 6420 Southpoint Parkway Suite 100, Jacksonville, FL 32216; Telephone 904-633-9494.

Searched By: Malinda Zeidman



**SCHEDULE B SECTION II  
EXCEPTIONS  
AMERICAN LAND TITLE ASSOCIATION COMMITMENT  
END OF SCHEDULE B SECTION II**

**EXHIBIT "A"****PARCEL 1:**

That portion of the East 3/4 of the North 1/2 of the Southeast 1/4, and the South 1/2 of the Southeast 1/4, lying West of SE 225th Drive, Section 35, Township 11 South, Range 22 East, Alachua County, Florida. Less and Except SE 177th Avenue.

**PARCEL 2:**

Government Lot 12, Except the East 675 feet of the North 660 feet thereof, and Government Lots 13 and 14, Section 1, Township 12 South, Range 22 East, Alachua County, Florida.

**PARCEL 3:**

All of Section 2, Township 12 South, Range 22 East, Except 1 acre in the Southeast corner of the Northeast 1/4 of the Northeast 1/4, and Except the Southwest 1/4 of the Southwest 1/4, and Except the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4, Alachua County, Florida.

**PARCEL 4:**

The South 1/2 of the Southwest 1/4, Except U.S. Highway 301 and SE 203rd Street, and the S.A.L. Railroad, and Except that portion falling within the property conveyed by Limited Warranty Deed recorded in Official Records Book 3885, page 2482; the Southeast 1/4 of the Northeast 1/4; the Northeast 1/4 of the Southeast 1/4; the South 1/2 of the Southeast 1/4, Section 3, Township 12 South, Range 22 East, Alachua County, Florida.

**PARCEL 5:**

That portion of the Southeast 1/4 of the Northeast 1/4, lying East of the S.A.L. Railroad right of way, and West of the old right of way of State Road 301 (now 200-A), Except any portion lying within the right of way of new U.S. Highway 301, and Except the South 125.4 feet thereof, and Except any portion lying within SE 203rd Street, Section 9, Township 12 South, Range 22 East, Alachua County, Florida.

**PARCEL 6:**

The Northeast 1/4, Except the West 1/4 of the Southwest 1/4 of the Northeast 1/4, and Less that portion falling with the property conveyed by Limited Warranty Deed recorded in Official Records Book 3949, page 2453; the North 1/2 of the Northwest 1/4; North 1/2 of the Southwest 1/4 of the Northwest 1/4, Except any portion falling within U.S. Highway 301 and SE 203rd Street, Section 10, Township 12 South, Range 22 East, Alachua County, Florida.

**PARCEL 7:**

All of Section 11, Township 12 South, Range 22 East, lying North of Highway, Less the Northwest 1/4 of the Southeast 1/4, and Less any portion falling with the property conveyed by Limited Warranty Deed recorded in Official Records Book 3949, page 2453, and Less any portion falling within SE 225th Drive, Alachua County, Florida.

**PARCEL 8:**

The North 1/4 of Government Lot 2; Government Lots 3, 4, 5, and 7; West 1/2 of Government Lot 8 North of the Highway; East 1/2 of Government Lot 8, Less any portion falling within SE 219th Avenue, Section 12, Township 12 South, Range 22 East, Alachua County, Florida.

**Exhibit "A" continued**

LESS AND EXCEPT from the above described parcels of land any interest in timber arising solely out of timber deeds, leases or cutting contracts.

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ALTA Commitment (6-17-06)



## 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