## 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.

ALTA Commitment (8/1/16) (with Florida Modifications)

C10109

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.

**CHICAGO TITLE INSURANCE COMPANY** 

By:

President Jose C. J.

Authorized Signatory David Menet, Esq. Attorney at Law

**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.

ALTA Commitment (8/1/16) (with Florida Modifications)

C10109





- (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

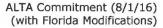
- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, 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



# AMERICAN LAND TITLE ASSOCIATION **COMMITMENT**

## Schedule A

Transaction Identification Data for reference only:

Commitment Number:

Revision Number:

Issuing Office File Number:

Issuing Office:

18-1149.7

None

18-1149.7

10-2617

Property Address:

Loan ID Number:

ALTA Universal ID:

Issuing Agent:

**Unassigned Location** 

None

None

Salter Feiber, P.A.

1. Commitment Date: September 26, 2019 @ 05:00 PM

Policy to be issued:

Proposed Policy Amount:

OWNER'S: ALTA Owner's Policy (6/17/06) (With Florida Modifications)

\$ TBD

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:

Parcel 1: Dorothy N. Johnson, as to a life estate and Angela J. Stanley, as to a remainder interest, by virtue of the Special Warranty Deed recorded in Official Records Book 4310, Page 2457;

Parcel 2: Dorothy N. Johnson, by virtue of the Ouit Claim Deed recorded in Official Records Book 1579, Page 724, the Quit Claim Deed recorded in Official Records Book 1795, Page 1149, and the Last Will and Testament of William Glenn Johnson, Jr. recorded in Official Records Book 4160, Page 1386;

Parcel 3: The Glenn and Dorothy Johnson Family Limited Partnership, a Florida limited partnership, by virtue of the Quit Claim Deed recorded in Official Records Book 2047, Page 519;

**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.

# AMERICAN LAND TITLE ASSOCIATION COMMITMENT

# Schedule A (Continued)

Issuing Office File Number: 18-1149.7

Parcel 4: Dorothy N. Johnson, by virtue of the Quit Claim Deed recorded in Official Records Book 1579, Page 724, the Quit Claim Deed recorded in Official Records Book 1795, Page 1149, and the Last Will and Testament of William Glenn Johnson, Jr. recorded in Official Records Book 4160, Page 1386;

Parcel 5: The Glenn and Dorothy Johnson Family Limited Partnership, a Florida limited partnership, by virtue of the Quit Claim Deed recorded in Official Records Book 2047, Page 522.

NOTE: The descriptions for Parcels 2 and 4 as contained in the Special Warranty Deed recorded in Official Records Book 4310, Page 2457 are defective in that they appear to less out the lands they intend to convey thereby resulting in a nullity.

#### 5. The Land is described as follows:

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

# AMERICAN LAND TITLE ASSOCIATION COMMITMENT

# Schedule B-I

Issuing Office File Number: 18-1149.7

#### 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. Parcel 1: Warranty Deed from Dorothy N. Johnson, as to a life estate and Angela J. Stanley, as to a remainder interest, to the Proposed Insured.
  - B. Parcels 2 and 4: Warranty Deed from Dorothy N. Johnson to the Proposed Insured.
  - C. Parcels 2 and 4: Quit Claim Deed from Angela J. Stanley to the Proposed Insured to clear cloud of remainder interest caused by Special Warranty Deed recorded in Official Records Book 4310, Page 2457.
  - D. Parcels 3 and 5: Duly executed Warranty Deed from The Glenn and Dorothy Johnson Family Limited Partnership, a Florida limited partnership, executed by a general partner(s), to the Proposed Insured.

The Company will require the following as to the Limited Partnership:

- i. Proof that the Limited Partnership was created prior to acquiring title and is currently in good standing.
- ii. Present for review a copy of the Limited Partnership agreement and any amendments thereto and proof of compliance with the terms of the agreement.
- iii. Unless the Limited Partnership agreement provides otherwise, if the transaction is a sale of all or substantially all of the Limited Partnership's assets or is outside the ordinary course of its business, proof that all general partners and the limited partners owning a majority in interest have consented to the transaction, as required by sections 620.1402 and 620.1406, Florida Statutes.
- iv. Record in the Official Records an affidavit executed by a general partner stating:
- a) The name of the current general partner(s);
- b) The general partner(s) executing the deed has authority to convey;
- c) Whether the transaction is a sale of all or substantially all of the assets of the Limited Partnership;
- d) Whether the transaction is in the ordinary course of the Limited Partnership's business;
- e) If the transaction is a sale of all or substantially all of the Limited Partnership's assets or is outside the ordinary course of its business, that all general partners and the limited partners owning a majority in interest have consented to the transaction; and
- f) Neither the general partner(s) executing the deed, nor the Limited Partnership, has been a debtor in bankruptcy during the existence of the Limited Partnership.
- v. If any general partner(s) executing the deed is a business entity, proof of the good standing of the entity and proof of authority of the person(s) who will sign on behalf of the entity.

The Company reserves the right to make additional requirements upon review of the information above.

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# AMERICAN LAND TITLE ASSOCIATION COMMITMENT

# Schedule B-I (Continued)

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- E. Affidavit satisfactory to the Company from Dorothy N. Johnson must be furnished to the Company and recorded in the Public Records that the marriage of William Glenn Johnson, Jr. and Dorothy O. Johnson had been continuous and uninterrupted from July 3, 1968 through November 17, 2012, the date of death of William Glenn Johnson, Jr.
- 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<sup>TM</sup>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. (Parcel 1) Proof of payment, satisfactory to the Company, of taxes for the year(s) 2018 in the gross amount of \$317.61 under Tax Folio Number: 18688-000-000.
- 9. (Parcel 2) Proof of payment, satisfactory to the Company, of taxes for the year(s) 2018 in the gross amount of \$790.87 under Tax Folio Number: 18784-001-000.
- 10. (Parcel 3) Proof of payment, satisfactory to the Company, of taxes for the year(s) 2018 in the gross amount of \$254.94 under Tax Folio Number: 18787-000-000.
- 11. (Parcel 4) Proof of payment, satisfactory to the Company, of taxes for the year(s) 2018 in the gross amount of \$131.61 under Tax Folio Number: 18795-000-000.
- 12. (Parcel 5) Proof of payment, satisfactory to the Company, of taxes for the year(s) 2018 in the gross amount of \$549.56 under Tax Folio Number: 18796-002-000.

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

NOTE: Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the names of the purchasers/proposed insured. If the Company is asked to insure a Mortgage from said purchasers, we will require notification of same and we reserve the right to make additional requirements and/or exceptions which we may deem necessary after conducting name searches on the purchasers.

# AMERICAN LAND TITLE ASSOCIATION COMMITMENT

# Schedule B-II

Issuing Office File Number: 18-1149.7

#### **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 2019 and subsequent years.
  - b. 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.
  - c. Rights or claims of parties in possession not recorded in the Public Records.
  - d. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
  - e. Taxes or assessments which are not shown as existing liens in the public records.
  - f. Easements or claims of easements 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. INTENTIONALLY DELETED.
- 5. INTENTIONALLY DELETED.
- 6. INTENTIONALLY DELETED.
- 7. Easement for REA power line as described in that certain Warranty Deed recorded in Deed Book 354, Page 96.
- 8. Easement for access to the Summerlin Lot as described in that certain Warranty Deed recorded in Deed Book 354, Page 96.
- 9. INTENTIONALLY DELETED.
- 10. Reservation for Boat Ramp Easement as described in that certain Warranty Deed recorded in Official Records Book 519, Page 105.

# Exhibit A

### Parcel 1: 18688-000-000

Commence at the NW corner of the NE 1/4 of the NE1/4 of Section 15, Township 9 South, Range 22 East, thence run North 89 deg. 54 min. East along North line of said section 813.39 feet, thence run North 6 deg. 25 min. West 54.61 feet to a point on the South R/W of a 40 foot Road known as Wallace Drive and recorded in Plat Book "D", Page 58 of the Public Records of Alachua County, Florida, said point also being the Point of Beginning, thence run North 82 deg. 50 min. East along said R/W 617 feet, thence run North 32 deg. 15 min. East along said R/W 267.32 feet, thence run North 83 deg. 42 min. 30 sec. East along said R/W 655.95 feet, thence run North 77 deg. 52 min. 30 sec. East along said R/W 307.68 feet, thence run South 79 deg. 49 min. East along said R/W 513.93 feet, thence run South 6 deg. 57 min. East 540 feet, thence run South 42 deg. 8 min. West 271.1 feet, thence run South 82 deg. 2 min. 50 sec. West 2041.14 feet to the East R/W of a 40 foot graded road, thence run North 6 deg. 25 min. West along said R/W 675 feet to the Point of Beginning. All being and lying in Sections 10, 11, 14, and 15, Township 9 South, Range 22 East, Alachua County, Florida.

#### LESS:

The property described in Official Records Book 1300, Page 516, and Book 1795, Page 1149 of the Public Records of Alachua County, Florida.

#### Parcel 2: 18784-001-000

All of Government Lot One (1), Section 14, Township 9 South, Range 22, East, Alachua County, Florida.

All of Government Lot Two (2), Section 14, Township 9 South, Range 22, East, Alachua County, Florida.

That part of Government Lot Three (3) North of State Road No. 26, Section 14, Township 9 South, Range 22, East, Alachua County, Florida.

#### LESS:

The property described in Official Records Book 194, Page 608, and Official Records Book 283, Page 50, Public Records of Alachua County, Florida.

## AND LESS:

Right of Way described in Deed recorded in Official Records Book 374, Page 487, Public Records of Alachua County, Florida, and any existing maintained Right of Way.

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# Exhibit A (Continued)

Parcel 3: 18787-000-000

All that portion of Government Lot 7 and all that portion of Government Lot 6 lying North of Melrose-Orange Heights Highway in Section 14, Township 9 South, Range 22 East, Less the property sold to McGill per deed recorded in Official Records Book 527, Page 241, and Less the lot and easements sold to DeLoach per deed recorded in Official Records Book 387, Page 267, both of the Public Records of Alachua County, Florida.

#### Parcel 4: 18795-000-000

That part of the East one-half of the Northeast Quarter of Section 15, Township 9 South, Range 22 East, lying North of State Road 26 and East of County Road NE-5 (a/k/a NE 225th Street).

AND

That portion of the Northeast Quarter of the Southeast Quarter of Section 15, Township 9 South, Range 22 East Lying North of State Road 26 and East of County Road NE-5 (a/k/a NE 225th Street).

LESS:

The property described in Deed Book 354, Page 96, Official Records Book 194, Page 608, and Official Records Book 283, Page 50, Public Records of Alachua County, Florida.

AND LESS:

Right of Way described in Deed recorded in Official Records Book 317, Page 409, Right of Way described in Deed recorded in Official Records Book 374, Page 487, Public Records of Alachua County, Florida, and any existing maintained Right of Way.

Parcel 5: 18796-002-000

COMMENCE at a point where County Road NE 5B intersects Florida State Road No. 26 and run thence Easterly along the Northerly right-of-way line of State Road No. 26 to its intersection with the Westerly right-of-way line of County Road NE 5; thence run Northeasterly along the Westerly right-of-way line of County Road NE 5 to the North line of Section 15, Township 9 South, Range 22 East; thence run Westerly along the North line of said section to its intersection with County Road NE 5B; thence run Southerly along the Easterly right-of-way line of County Road NE 5B to the Point of Beginning, all lying and being in said Section 15, Township 9 South, Range 22 East, Alachua County, Florida.

# **Exhibit A**

(Continued)

LESS, that part of the following described property that lies in Section 15, Township 9 South, Range 22 East:

COMMENCE at the Northwest corner of the Northeast one-quarter of the Northeast one-quarter (NE 1/4 of the NE 1/4) of Section 15 and run S 89° 56' E, along the North line of said Section 15, a distance of 390.02 feet to an iron pipe found at the Southeast corner of the H.T. Deutermann lands; thence run N 20° 03' 30" E, along the East line of said Deutermann lands, 45.26 feet to a concrete monument and the Point of Beginning; thence run S 09° 42′ 30″ E, 81.71 feet to a concrete monument; thence run S 17° 36' 15" E, 170.06 feet to a concrete monument; thence run S 27° 15' 00" E, 224.86 feet to a concrete monument; thence run N 89° 51' 15" E, 128.90 feet to a concrete monument; thence run S 76° 16' 45" E, 105.51 feet to a concrete monument on the Westerly right-of-way line of County Road No. NE 5; thence run N 06° 50′ 45″ W, along said Westerly right-of-way line 373.17 feet to a concrete monument at the Southeast corner of the Barbot land described in Official Records Book 473, Page 213, of the Public Records of Alachua County, Florida; thence run S 83° 41' 54" W, along the South line of said Barbot lands, 100.00 feet to a concrete monument at the Southwest corner of said Barbot lands; thence run N 06° 54′ 30″ W, along the West line of said Barbot's land, 205.51 feet to a concrete monument; thence continue N 06° 54' 30" W, along said West line, 203.30 feet to a concrete monument; thence continue N 06° 54' 30" W, along said West line, 39 feet, more or less, to waters of Lake Santa Fe; thence run Northwesterly along said waters to a point bearing N 20° 03′ 30″ E, from the Point of Beginning and on the Easterly line of the Summerlin property; thence run S 20° 03' 30" W, along said Easterly line of the Summerlin property 8 Feet, more or less, to an iron pipe; thence continue S 20° 03′ 30" W, along said Easterly line of the Summerlin property, 200 feet to an iron pipe at the Northeast corner of the Deuterman lands; thence continue S 20° 03' 30" W, along said Easterly line of the Deuterman lands, 185.84 feet to the Point of Beginning.

ALSO LESS AND EXCEPT the following described property situate, lying and being in Section 15, Township 9 South, Range 22 East and described as follows:

Commence at the Northwest corner of the Northeast One-Quarter of the Northeast One-Quarter of Section 15 and run South 09 Degrees 56 Minutes East along the North line of said Section 15 a distance of 390.02 Feet to an iron pipe found at the Southeast corner of the H.T. Deuterman lands; thence run North 20 Degrees 3 Minutes 30 Seconds East along the East line of said Deuterman lands 45.26 Feet to a concrete monument; thence run South 09 Degrees 42 Minutes 30 Seconds East 81.71 Feet to a concrete monument; thence run South 17 Degrees 36 Minutes 15 Seconds East 170.06 Feet to a concrete monument; thence run South 27 Degrees 15 Minutes 00 Seconds East 224.86 Feet to a concrete monument; thence run North 89 Degrees 51 Minutes 15 Seconds East 128.90 Feet to a concrete monument; thence run South 76 Degrees 16 Minutes 45 Seconds East 105.51 Feet to a concrete monument on the Westerly right-of-way line of County Road No. NE 5; thence run North 06 Degrees 50 Minutes 45 Seconds West along said Westerly right-of-way line 373.17 Feet to a concrete monument at the Southeast corner of the Barbot lands as described in Official Records Book 473, page 213 of the Public Records of Alachua County, Florida and the Point of Beginning of the land described

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# Exhibit A

(Continued)

in this exception; from said Point of Beginning run South 83 Degrees 41 Minutes 54 Seconds West a distance of 100 Feet, thence run North 06 Degrees 54 Minutes 30 Seconds West to a point on the North line of said Section 15, Township 9 South, Range 22 East, thence run East along said Northerly line of Section 15 to a point on the Westerly right-of-way line of County Road No. NE-5, thence run South along said Westerly right-of-way line of County Road No. NE-5 to the Point of Beginning.

ALSO LESS AND EXCEPT any portion lying within the property described in Official Records Book 1986, Page 1481, Official Records Book 1702, Page 1306, and Official Records Book 3353, Page 657, all of the Public Records of Alachua County, Florida.

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