

# AMERICAN LAND TITLE ASSOCIATION

## COMMITMENT FOR TITLE INSURANCE

ISSUED BY OLD REPUBLIC NATIONAL 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, Old Republic National 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.*

Issued through the Office of

Salter Feiber, P.A. - 588  
3940 N.W. 16th Boulevard  
Bldg B  
Gainesville, FL 32605



Authorized Signatory  
David E. Menet, Esq.  
Attorney at Law



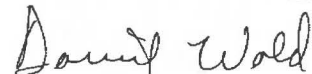
**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

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.

*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.*

- (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.

*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.*

# Old Republic National Title Insurance Company

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

### Schedule A

#### Transaction Identification Data for reference only:

Commitment Number: <b>20-0154.7 KN-B</b>	Revision Number: <b>None</b>	Issuing Office File Number: <b>20-0154.7 KN-B</b>	Issuing Office: <b>588</b>
Property Address: <b>5 Parcels -Unassigned Locations, FL</b>	Loan ID Number: <b>None</b>	ALTA Universal ID: <b>None</b>	Issuing Agent: <b>Salter Feiber, P.A.</b>

1. Commitment Date: June 28, 2021 @ 11:00 PM
2. Policy to be issued: Proposed Policy Amount:  
  
OWNER'S: ALTA Owner's Policy (6/17/06) (With Florida Modifications) \$1,265,957.00  
  
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 **Conservation Easement**. (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:  
  
Hitchcock & Sons, Inc., a Florida corporation
5. The Land is described as follows:  
  
See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111



AUTHORIZED SIGNATORY

David E. Menet, Esq.  
Attorney at Law

29.01.21

*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.*

# Old Republic National Title Insurance Company

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-I

Issuing Office File Number: 20-0154.7 KN-B

### 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. Conservation Easement Deed from Hitchcock & Sons, Inc., a Florida corporation to the proposed insured purchaser(s).
5. An update of the title search must be completed just prior to the closing and the commitment must be endorsed to require clearance of, or take exception for, any additional title defects or adverse matters found.
6. Good standing under the State of Florida for Hitchcock & Sons, Inc., a Florida corporation has been verified as of the certification date of this commitment. Satisfactory evidence must be furnished establishing that it remains in good standing under the laws of Florida at date of the insured purchase and sale and/or loan.
7. For Florida corporations and foreign corporations authorized to do business in Florida, satisfactory evidence must be provided establishing that the subject property is being sold in the usual and regular course of business and in compliance with the articles of incorporation; if not, satisfactory evidence must be provided complying with Sec. 607.1202, F.S. In addition, for foreign corporations authorized to do business in Florida, satisfactory evidence of compliance with the laws of its state or country must also be provided. For foreign corporations not authorized to do business in Florida satisfactory evidence of compliance with applicable foreign laws must be provided.
8. If the instrument to be insured is to be executed by any person other than the President, Vice President, or Chief Executive Officer, a resolution authorizing said person to execute the instrument on behalf of the corporation must be furnished.
9. The Company has no liability under this commitment until an endorsement is issued stating the amount of the proposed policy. No title policy may be issued in an amount greater than \$1,000,000.00 without specific Underwriting approval.
10. INFORMATION NOTE: PARCEL 1 - Taxes for the year 2020 show PAID, in the amount of \$688.19, for Parcel No.02829-000-000; Gross Amount for Taxes & Assessments is \$716.86; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
11. INFORMATION NOTE: PARCEL 2 - Taxes for the year 2020 show PAID, in the amount of \$191.68, for Parcel No.02843-000-000; Gross Amount for Taxes & Assessments is \$199.67; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
12. INFORMATION NOTE: PARCEL 3 - Taxes for the year 2020 show PAID, in the amount of \$635.69, for Parcel No.02829-001-000; Gross Amount for Taxes & Assessments is \$662.18; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
13. INFORMATION NOTE: PARCEL 4 - Taxes for the year 2020 show PAID, in the amount of \$152.56, for Parcel No.02843-001-000; Gross Amount for Taxes & Assessments is \$158.92; 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.*

**Old Republic National Title Insurance Company**  
*AMERICAN LAND TITLE ASSOCIATION*  
*COMMITMENT*  
**Schedule B-I (Continued)**

Issuing Office File Number: 20-0154.7 KN-B

14. INFORMATION NOTE: PARCEL 5 - Taxes for the year 2020 show PAID, in the amount of \$49,464.11, for Parcel No.02831-000-000; Gross Amount for Taxes & Assessments is \$51,525.11; 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.*

# Old Republic National Title Insurance Company

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-II

Issuing Office File Number: 20-0154.7 KN-B

### 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 2021 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. Riparian and littoral rights are not insured
5. Easement from Hitchcock & Sons, Inc., a Florida corporation to Clay Electric Cooperative, Inc. recorded in O.R. Book 4623, Page 1596, Public Records of Alachua County, Florida. (As to Parcel 5)
6. Easement from Hitchcock & Sons, Inc., a Florida corporation to Clay Electric Cooperative, Inc. recorded in O.R. Book 4649, Page 227, Public Records of Alachua County, Florida. (As to Parcel 5)
7. Easement for ingress and egress contained in warranty deed recorded December 22, 2016, under O.R. Book 4483, Page 1466, Public Records of Alachua County, Florida. (As to Parcel 5)
8. Terms and conditions contained in the Conservation Easement to be recorded.
9. Interest of Hitchcock & Sons, Inc., a Florida corporation as fee simple title holder.
10. Rights of the lessees under unrecorded leases.

*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.*

# Exhibit A

**PARCEL 1A (OR 4769-295; and 4769-300)(part of 02829-000-000):**

A PART OF THE N 1/2 OF THE SE 1/4 OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A CONCRETE MONUMENT AT THE SW CORNER OF SAID N 1/2 OF SE 1/4 AND RUN THENCE NORTH 88°52'52" EAST ALONG THE SOUTH BOUNDARY OF SAID N 1/2 OF SE 1/4 1824.19 FEET; THENCE NORTH 01°47'19" WEST 600.42 FEET; THENCE SOUTH 89°04'05" WEST 911.07 FEET; THENCE NORTH 00°17'26" WEST 720.59 FEET TO THE NORTH BOUNDARY OF SAID N 1/2 OF SE 1/4; THENCE SOUTH 89°04'05" WEST ALONG SAID NORTH BOUNDARY 897.35 FEET TO THE NW CORNER OF SAID N 1/2 OF SE 1/4; THENCE SOUTH 00°17'26" EAST ALONG THE WEST BOUNDARY OF SAID N 1/2 OF SE 1/4 1326.93 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 30 FEET OF THE EAST 873 FEET OF THE S 1/2 OF THE SE 1/4 OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA.

**PARCEL 1B (OR 4769-295; and 4769-300)(part of 02829-000-000):**

A PART OF THE N 1/2 OF THE SE 1/4 OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A CONCRETE MONUMENT AT THE SW CORNER OF SAID N 1/2 OF SE 1/4 AND RUN THENCE NORTH 88°52'52" EAST ALONG THE SOUTH BOUNDARY THEREOF 1824.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°52'52" EAST, ALONG SAID SOUTH BOUNDARY 813.20 FEET TO THE SE CORNER OF SAID N 1/2 OF THE SE 1/4; THENCE NORTH 00°01'00" WEST ALONG THE EAST BOUNDARY OF SAID N 1/2 OF THE SE 1/4 1318.41 FEET TO THE NE CORNER OF SAID N 1/2 OF THE SE 1/4; THENCE SOUTH 89°04'05" WEST ALONG THE NORTH BOUNDARY OF SAID N 1/2 OF THE SE 1/4 1746.24 FEET; THENCE SOUTH 00°17'26" EAST 720.59 FEET; THENCE NORTH 89°04'05" EAST 911.07 FEET; THENCE SOUTH 01°47'19" EAST 600.42 FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN SECTION 11, TOWNSHIP 7 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, LESS AND EXCEPTING ALL EXISTING ROAD RIGHTS-OF-WAY.

**PARCEL 2 (OR 4769-295; and 4769-300)(02843-000-000):**

THE SOUTH 825.37 FEET OF THE NORTH 1486.78 FEET OF THE E 1/2 OF THE NE 1/4 OF SECTION 14, TOWNSHIP 7 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA.

**PARCEL 3 (OR 4769-295; 4769-300; AND 4769-303)(02829-001-000):**

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA.

**PARCEL 4 (OR 4769-295; 4769-300; AND 4769-303)(02843-001-000):**

THE NORTH 661.41 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 7 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA.



# Exhibit A

(Continued)

**PARCEL 5 (OR 4447-1754)(02831-000-000):**

THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, AND THE NORTH 1/2 OF THE SOUTHEAST 1/4, AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, AND THE WEST 1/2, OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA.

LESS AND EXCEPT A PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF COUNTY ROAD N.W. 23 AND LESS AND EXCEPT ANY OTHER ROAD RIGHTS OF WAY.

ALSO LESS AND EXCEPT THAT PARCEL OF LAND CONTAINED IN O.R. BOOK 4483, PAGE 1466, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN SECTION 12, TOWNSHIP 7 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE RUN N.88°57'47"E., ALONG THE SOUTH LINE OF SAID SECTION 12, A DISTANCE OF 334.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE RUN N.01°02'13"W., A DISTANCE OF 467.00 FEET; THENCE RUN N.88°57'47"E., A DISTANCE OF 467.00 FEET; THENCE RUN S.01°02'13"E., A DISTANCE OF 467.00 TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF SECTION 12; THENCE RUN S.88°57'47"W., ALONG SAID SOUTH LINE, A DISTANCE OF 467.00 FEET TO THE TRUE POINT OF BEGINNING.