

# Old Republic National Title Insurance Company

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

### Schedule A

#### Transaction Identification Data for reference only:

Commitment Number: <b>1027729</b>	Revision Number: <b>2</b>	Issuing Office File Number: <b>20-1297.7 KN</b>	Issuing Office: <b>588</b>
Property Address: <b>13121 NW 174th Ave. , &amp; 11 Unassigned Locations, Alachua, FL 32615</b>	Loan ID Number: <b>None</b>	ALTA Universal ID: <b>None</b>	Issuing Agent: <b>Salter Feiber, P.A.</b>

1. Commitment Date: April 21, 2023 @ 11:00 PM
2. 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 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:  
  
A) PJDJ, Inc., a Florida corporation (As to all Parcels, EXCEPT Parcel 5); and  
  
B) DMR 239 Estates, LLC, a Florida limited liability company (As to Parcel 5)
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

1408 Westshore Blvd, Suite 900, Tampa, Florida 33607, (612) 371-1111



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.*

# Old Republic National Title Insurance Company

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-I

Issuing Office File Number: 20-1297.7 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. Grant of Conservation Easement from PJDJ, Inc., a Florida corporation and DMR 239 Estates, LLC, a Florida limited liability company to Alachua County, Florida, a political subdivision of the State of Florida.
  - B. Affidavit regarding Mineral Leases recorded in O.R. Book 1346, Page 536 and assigned in O.R. Book 1574, Page 2948, Public Records of Alachua County, Florida. (As to B-II (6))
5. Satisfactory evidence must be furnished establishing that PJDJ, Inc. is duly organized, validly existing, and in good standing under the laws of the jurisdiction of formation from the date of acquisition through the date of transfer.
6. Satisfactory evidence must be furnished 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 it is not, satisfactory evidence must be provided complying with 607.1202, F.S.
7. 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.
8. Satisfactory evidence must be furnished establishing that DMR 239 Estates, LLC is duly organized, validly existing, and in good standing under the laws of the jurisdiction of formation from the date of acquisition through the date of transfer.
9. Confirm the authority of the individual designated to bind the LLC by the laws of its jurisdiction of formation.
10. A survey meeting the Company's requirements and an affidavit of the owner, or other person with actual knowledge, establishing that there are no unrecorded easements or claims of easements in existence, must be furnished. If the survey reveals any encroachments, encumbrances, violations, variations, or adverse circumstances, including but not limited to easements, they will appear as exceptions in the policy.
11. INFORMATION NOTE: Parcels 1 and 2 - Taxes for the year 2022 show PAID in the amount of \$662.04, for Parcel No.02971-000-000; Gross Amount for Taxes & Assessments is \$662.04; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
12. INFORMATION NOTE: Parcel 3 - Taxes for the year 2022 show PAID in the amount of \$65.34, for Parcel No.02972-001-000; Gross Amount for Taxes & Assessments is \$65.34; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
13. INFORMATION NOTE: Parcel 3 - Taxes for the year 2022 show PAID, in the amount of \$578.21, for Parcel No.02975-003-004; Gross Amount for Taxes & Assessments is \$578.21; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.

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**Old Republic National Title Insurance Company**  
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**Schedule B-I (Continued)**

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14. INFORMATION NOTE: Parcel 3 - Taxes for the year 2022 show PAID, in the amount of \$163.12, for Parcel No.02975-004-000; Gross Amount for Taxes & Assessments is \$169.92; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
15. INFORMATION NOTE: Parcel 4 - Taxes for the year 2022 show PAID in the amount of \$952.84, for Parcel No.02977-000-000; Gross Amount for Taxes & Assessments is \$952.84; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
16. INFORMATION NOTE: Parcel 5 - Taxes for the year 2022 show PAID, in the amount of \$225.85, for Parcel No.02978-000-000; Gross Amount for Taxes & Assessments is \$225.85; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
17. INFORMATION NOTE: Parcel 6 - Taxes for the year 2022 show PAID, in the amount of \$124.74, for Parcel No.02980-003-000; Gross Amount for Taxes & Assessments is \$124.74; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
18. INFORMATION NOTE: Parcel 7 - Taxes for the year 2022 show PAID, in the amount of \$212.95, for Parcel No.03000-005-001; Gross Amount for Taxes & Assessments is \$212.95; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
19. INFORMATION NOTE: Parcel 8 - Taxes for the year 2022 show PAID, in the amount of \$374.25, for Parcel No.03000-000-000; Gross Amount for Taxes & Assessments is \$374.25; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
20. INFORMATION NOTE: Parcel 8 - Taxes for the year 2022 show PAID, in the amount of \$4,170.02, for Parcel No.03000-001-001; Gross Amount for Taxes & Assessments is \$4,170.02; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
21. INFORMATION NOTE: Parcel 9 - Taxes for the year 2022 show PAID in the amount of \$776.47, for Parcel No.03000-005-000; Gross Amount for Taxes & Assessments is \$776.47; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
22. INFORMATION NOTE: Parcel 10 - Taxes for the year 2022 show PAID, in the amount of \$197.88, for Parcel No.02981-000-000; Gross Amount for Taxes & Assessments is \$197.88; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
23. FOR INFORMATIONAL PURPOSES ONLY, the following constitutes a 24-month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only: None. The last conveyance was recorded 3/7/2016 in O.R. Book 4413, Page 1830, Public Records of Alachua County, Florida.
24. 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.
25. 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.
26. Affidavit from the Seller/Grantor of the subject property, or some other person having actual knowledge, affirming the Seller/Grantor's marital status (if applicable), establishing that no person other than the Seller/Grantor is in possession, that more than 90 days has elapsed since the completion of all improvements for which payment has not been made in full and that there are no claims pending and unpaid which constitute a lien against the subject property.
27. A survey meeting the underwriter's requirements must be furnished. If such survey reveals any encroachments, overlaps, boundary line disputes, or other adverse matters, they will appear as exceptions in the policy to be issued based upon this commitment.

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# Old Republic National Title Insurance Company

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-II

Issuing Office File Number: 20-1297.7 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 **2023** 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. Easement in favor of Clay Electric Cooperative, Inc. recorded in O.R. Book 291, Page 209, Public Records of Alachua County, Florida.
5. Drainage Easement in favor of the State of Florida recorded in O.R. Book 271, Page 447, Public Records of Alachua County, Florida.
6. Oil, Gas and Mineral Lease recorded in O.R. Book 1346, Page 536 and assigned in O.R. Book 1574, Page 2948, Public Records of Alachua County, Florida. No determination has been made as to the current record owner of the interest excepted herein. (To be removed if Requirement B-I (4)(B) satisfied.)
7. Easement in favor of Clay Electric Cooperative, Inc. recorded in O.R. Book 3360, Page 1156 and O.R. Book 3360, Page 1159, Public Records of Alachua County, Florida.
8. Easement for Ingress and Egress as recorded in O.R. Book 2595, Page 468, Public Records of Alachua County, Florida.
9. Ordinance Number 18-10 of the City of Alachua, Florida recorded in O.R. Book 4617, Page 1035, Public Records of Alachua County, Florida.
10. Subject to easement contained in Warranty Deed recorded in O.R. Book 4409, Page 757, Public Records of Alachua County, Florida.

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**Schedule B-II (Continued)**

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11. Coverage is excepted as to riparian and littoral rights; the possible right of the public to use beach area and/or waterways; and any Land insured herein that was formerly or is currently submerged, including any filled lands, artificially exposed lands, and lands accreted to such lands, for the rights of the United States Government and the State of Florida. If the Navigational Servitude Endorsement is attached to this policy and made a part hereof, the coverage afforded thereby shall not extend to any portion of the Land subject to a claim of ownership by the State of Florida by right of sovereignty. This clause replaces Commitment exception #3 (the General Sovereignty Land exception).
12. Subject to all terms and conditions contained in that certain Grant of Conservation Easement in favor of Alachua County, a political subdivision of the State of Florida to be recorded in the Public Records of Alachua County, Florida.
13. Rights, title and interest of PJDJ, Inc., a Florida corporation (As to all Parcels, except Parcel 5); and DMR 239 Estates, LLC, a Florida limited liability company (As to Parcel 5) in and to the underlying fee simple estates.

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## EXHIBIT "A"

### PARCEL 1 and PARCEL 2: (TPN: 02971-000-000) (O.R. Book 2333, Page 1259)

PARCEL 1: A tract of land situated in Sections 35 and 36, Township 7 South, Range 18 East and Section 1, Township 8 South Range 18 East, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at a concrete monument at the Northwest corner of the aforementioned Section 1, Township 8 South, Range 18 East for the Point of Beginning and run North 88°12'10" East along the North line of said Section 1, a distance of 1299.99 feet to a concrete monument at the Northeast corner of Government Lot 4 of said Section 1; thence run South 03°51'00" East along the East line of said Government Lot 4, a distance of 1308.63 feet to a concrete monument; thence run North 88°41'11" East, a distance of 879.68 feet to a concrete monument on the Westerly right-of-way line of County Road No. 239 (100 foot right-of-way); thence run Northeasterly along said right-of-way line and along a curve concave Southerly, said curve having a radius of 1959.86 feet, through an arc angle of 12°15'27", an arc distance of 419.28 feet (chord bearing and distance of North 55°49'00" East, 418.48 feet respectively) to a concrete monument at the point of tangency of said curve; thence run North 61°56'44" East along said right-of-way line, a distance of 69.79 feet to a concrete monument; thence run North 04°05'37" West, a distance of 1061.04 feet to a concrete monument at the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of the aforementioned Section 36, Township 7 South, Range 18 East; thence run North 04°08'14" East, a distance of 1329.44 feet to a concrete monument at the Northeast corner of said Southeast 1/4 of the Southwest 1/4 of Section 36; thence run South 88°15'54" West, a distance of 1381.30 feet to a steel rod and cap at the Northwest corner of said Southeast 1/4 of the Southwest 1/4 of Section 36; thence run North 00°39'12" East, a distance of 1324.81 feet to a steel rod and cap at the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 36; thence run South 88°18'52" West, a distance of 1462.24 feet to the Northwest corner of said Northwest 1/4 of the Southwest 1/4 of Section 36; thence run North 01°26'07" West along the West line of said Section 36, a distance of 123.13 feet to a concrete monument at the Northeast corner of the East 10 acres of the Northeast 1/4 of the Southeast 1/4 of the aforementioned Section 35, said 10 acres being described in the second paragraph of the legal description as recorded in O.R. Book 656, Page 386, of the Public Records of Alachua County, Florida; thence run North 89°44'18" West, a distance of 314.67 feet to a concrete monument at the Northwest corner of said 10 acres; thence run South 02°47'38" East, a distance of 1385.31 feet to a concrete monument at the Southwest corner of said 10 acres; thence continue South 02°47'38" East, a distance of 1385.69 feet to a concrete monument on the South line of the aforementioned Section 35, Township 7 South, Range 18 East; thence run South 89°13'55" East, a distance of 315.27 feet to the Point of Beginning.

PARCEL 2: A tract of land situated in Section 35, Township 7 South, Range 18 East, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at a concrete monument at the Southeast corner of the aforementioned Section 35, Township 7 South, Range 18 East, said concrete monument also being the Northwest corner of Section 1, Township 8 South, Range 18 East for the point of reference and run North 89°13'55" West along the South line of said Section 35, a distance of 315.27 feet to a concrete monument and the true Point of Beginning; thence continue North 89°13'55" West, along said South line, a distance of 1004.73 feet to a concrete monument; thence run North 02°57'24" West, a distance of 1377.50 feet to a concrete monument on a boundary line of the land described in the Warranty Deed recorded in O.R. Book 656, Page 383 of the Public Records of Alachua County, Florida said boundary line also being described as the North line of the South 1/2 of the Southeast 1/4 of the said Section 35, thence run South 89°42'38" East, along said boundary line, a distance of 1008.16 feet to a concrete monument at the Southwest corner of the East 10 acres of the Northeast 1/4 of the Southeast 1/4 of the said Section 35, said 10 acres also being described in said Warranty Deed recorded in O.R. Book 656, Page 383, of said Public Records; thence run South 02°47'38" East along a Southerly projection of the West line of said East 10 acres, a distance of 1385.69 feet to the true Point of Beginning.

LESS AND EXCEPT FROM PARCEL(S) \_\_\_\_\_ a tract of land situated in Sections 35 and 36, Township 7 South, Range 18 East, and Section 1, Township 8 South, Range 18 East, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at a concrete monument at the Northwest corner of the aforementioned Section 1, Township 8 South, Range 18 East for the point of reference and run North 88°12'10" East along the North line of said Section 1, a distance of 474.96 feet to a steel rod and cap and the true Point of Beginning; thence continue North 88°12'10" East along said North line, a distance of 825.03 feet to a concrete monument at the Northeast corner of Government Lot 4 of said Section 1; thence run South 03°51'00" East along the East line of said Government Lot 4, a distance of 1308.63 feet to a concrete monument; thence run North 88°41'11" East, a distance of 879.68 feet to a concrete monument on the Westerly right-of-way line of County Road No. 239 (100 foot right-of-way); thence run Northeasterly along said right-of-way line and with a curve concave Southeasterly, said curve having a radius of 1959.86 feet through an arc angle of 03°34'39", an arc distance of 122.37 feet (chord bearing and distance of North 51°28'36" East, 122.35 feet respectively) to a steel rod and cap; thence run North 51°10'47" West, a distance of 812.27 feet to a steel rod and cap; thence run North 26°51'36" West, a distance of 333.88 feet to a steel rod and cap; thence run North 22°55'57" West, a distance of 550.34 feet to a steel rod and cap; thence run South 86°09'00" West, a distance of 71.77 feet to a steel rod and cap; thence run North 03°51'00" West, a distance of 300.30 feet to a steel rod and cap; thence run South 88°12'10" West, a distance of 825.03 feet to a steel rod and cap; thence run South 03°51'00" East, a distance of 400.30 feet to the true Point of Beginning.

**PARCEL 3: (TPNs: 02972-001-000; 02975-003-004; and 02975-004-000) (O.R. Book 3358, Page 370)**

A tract of land situated in Section 36, Township 7 South, Range 18 East, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at the Northeast corner of the aforementioned Section 36, Township 7 South, Range 18 East for the point of reference and run North 88°23'24" West, along the North line of said Section 36, a distance of 1112.41 feet to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 36; thence run South 03°52'36" West, along the West line of said Northeast 1/4 of the Northeast 1/4 of said Section 36, a distance of 1375.13 feet to the South right-of-way line of N.W. 199th Avenue (80 foot right-of-way); thence run North 88°21'39" West, along said South right-of-way line, a distance of 1981.77 feet to a steel rod and cap and the true **Point of Beginning**; thence run South 05°12'46" East, a distance of 610.07 feet to a steel rod and cap; thence run South 15°47'30" East, a distance of 120.11 feet to a steel rod and cap; thence run South 03°52'24" West, a distance of 282.63 feet; thence run South 01°33'51" West, a distance of 520.37 feet to a concrete monument; thence run South 64°02'22" East, a distance of 345.59 feet to a concrete monument; thence run South 78°36'45" East, a distance of 128.94 feet to a concrete monument; thence continue South 78°36'45" East, a distance of 15.87 feet to the centerline of a creek; thence run Easterly, along said centerline of the creek with the following Eighteen (18) Courses: North 36°14'15" East, 82.97 feet; South 58°39'14" East, 92.68 Feet; North 39°53'06" East, 120.86 feet; North 25°09'01" East, 62.85 feet; North 85°06'16" East, 48.50 feet; North 60°20'01" East, 36.58 feet; North 03°07'52" East, 69.39 feet; North 68°23'04" East, 59.76 feet; South 56°19'26" East, 62.63 feet; North 75°48'29" East, 26.96 feet; North 39°29'38" East, 32.90 feet; South 79°34'06" East, 104.34 feet; North 31°56'45" East, 94.17 feet; South 29°49'29" East, 135.68 feet; South 24°47'11" East, 41.15 feet; North 58°26'10" East, 43.93 feet; North 05°46'51" East, 109.17 feet; South 57°24'32" East, 154.27 feet; thence run North 18°16'41" East, leaving said creek centerline, a distance of 9.15 feet to a concrete monument; thence continue North 18°16'41" East, a distance of 109.08 feet to a concrete monument located on the North line of the Northwest 1/4 of the Southeast 1/4 of said Section 36; thence run South 89°35'07" East, along said North line, a distance of 461.28 feet to a concrete monument at the Northeast corner of said Northwest 1/4 of the Southeast 1/4 of Section 36; thence run South 04°01'04" West, along the East line of said Northwest 1/4 of the Southeast 1/4 of Section 36, a distance of 1175.51 feet to a steel rod and cap; thence run North 89°39'01" West, a distance of 1095.95 feet to a steel rod and cap; thence run North 89°38'36" West, a distance of 684.29 feet to a steel rod and cap; thence run South 00°55'57" West, a distance of 83.76 feet to a steel rod and cap; thence run South 89°07'55" West, a distance of 886.15 feet to a steel rod and cap on the West line of the Northeast 1/4 of the Southwest 1/4 of said Section 36; thence run North 02°44'41" East, along said West line, a distance of 1279.77 feet to a steel rod and cap at the Northwest corner of said Northeast 1/4 of the Southwest 1/4 of said Section 36; thence run North 89°35'25" West, along the North line of said Northeast 1/4 of the Southwest 1/4 of said Section 36, a distance of 88.00 feet to a steel rod and cap; thence run North 00°24'43" East, a distance of 1367.57 feet to

the aforementioned South right-of-way line of N.W. 199th Avenue; thence run South 88°21'39" East, along said South right-of-way line, a distance of 874.85 feet to the true Point of Beginning.

**PARCEL 4: (TPN: 02977-000-000) (O.R. Book 2393, Page 960)**

A tract of land situated in Section 36, Township 7 South, Range 18 East, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at a concrete monument at the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of the aforementioned Section 36, for the Point of Beginning and run North 89°38'36" West, along the South line of said Northeast 1/4 of the Southwest 1/4, a distance of 494.12 feet to a steel rod and cap; thence run North 00°55'57" East, a distance of 147.66 feet to a steel rod and cap; thence run South 89°38'36" East, a distance of 684.29 feet to a steel rod and cap; thence run South 10°30'51" West, a distance of 150.00 feet to a steel rod and cap; thence run N 89°38'36" West, a distance of 165.20 feet to the Point of Beginning.

**AND**

A tract of land situated in Section 36, Township 7 South, Range 18 East, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 36, Township 7 South, Range 18 East, Alachua County, Florida, for a Point of Beginning; thence run North 2°44'41" East, 45 feet to a fence line; thence run North 89°28'30" East, 1300 feet more or less, along an old fence line to a fence corner; thence run Southerly along said old fence line 65 feet, more or less, to South line of said Northeast 1/4 of Southwest 1/4 of Section 36; thence run North 89°38'36" West along said South line, 1299.90 feet to the Point of Beginning.

**PARCEL 5: (TPN: 02978-000-000) (O.R. Book 4413, Page 1830)**

The Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 36, Township 7 South, Range 18 East, Alachua County, Florida.

LESS AND EXCEPT existing road right of way.

**PARCEL 6: (TPN: 02980-003-000) (O.R. Book 4409, Page 757)**

A parcel of land situated in Section 36, Township 7 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:

Commence at a concrete monument stamped (PRM1772) marking the Southwest corner of the Southeast Quarter (SE ¼) of Section 36, Township 7 South, Range 18 East for a Point of Reference;

thence run North 04°09'26" East, along the West line of the said SE 1/4, a distance of 248.86 feet to a 1/2" steel rod and cap stamped (LB021) and the Point of Beginning; thence run continue along said West line, North 04°09'26" East, a distance of 415.75 feet; thence run North 88°13'45" East, a distance of 1304.12 feet; thence run South 01°55'34" West, a distance of 661.82 feet to a point of the South line of said Section 36 and marked by a 4" square concrete monument (no identification); thence run South 88°12'15" West, along the South line of said Section 36, a distance of 561.90 feet to a 1/2" steel rod and cap stamped (LB021); thence run North 00°36'12" West, a distance of 50.00 feet to a 1/2" steel rod and cap stamped (LB021); thence run South 88°12'15" West, a distance of 17.22 feet to a 1/2" steel rod and cap stamped (LB021); thence run North 00°36'12" West, a distance of 249.74 feet to a 1/2" steel rod and cap stamped (PLS 4258); thence run South 89°01'59" West, a distance of 150.75 feet to a 1/2" steel rod and cap stamped (LB021); thence run South 00°45'04" East, a distance of 54.39 feet to a steel rod and cap stamped (LB021); thence run South 88°12'15" West, a distance of 579.66 feet to the Point of Beginning.

SUBJECT TO AND TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT:

A 30.0 foot ingress/egress and public utilities easement situated in Section 1, Township 8 South, Range 18 East and Section 36, Township 7 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:

Commence at a concrete monument stamped (PRM 1772) at the Southwest corner of the Southeast Quarter (SE 1/4) of Section 36, Township 7 South, Range 18 East for a Point of Reference; thence run North 88°12'15" East, along the South line of said Section 36, a distance of 618.19 feet to a 5/8" steel rod and cap stamped (PLS 4258) and the Point of Beginning; thence run North 00°45'04" West, a distance of 146.99 feet to a 1/2" steel rod and cap stamped (LB021); thence run South 89°14'56" West, a distance of 17.22 feet to a 1/2" steel rod and cap stamped (LB021); thence run North 00°45'04" West, a distance of 249.63 feet; thence run South 88°12'15" West, a distance of 30.01 feet; thence run South 00°45'04" East, a distance of 279.08 feet; thence run North 89°14'56" East, a distance of 17.23 feet; thence run South 00°45'04" East, a distance of 147.54 feet; thence run North 88°12'15" East, parallel with the South line of said Section 36, a distance of 108.06 feet; thence run South 01°52'52" West, a distance of 633.27 feet to a point on the South line of the NW 1/4 of the NW 1/4 of the NE 1/4 of Section 1, Township 8 South, Range 18 East; thence run North 88°20'12" East, along the South line of the NW 1/4 of the NW 1/4 of the NE 1/4 of said Section 1, a distance of 30.06 feet to the Southeast corner of the said NW 1/4 of the NW 1/4 of the NE 1/4 and a concrete monument stamped (PLS3456); thence run North 01°52'52" East, a distance of 663.40 feet, to a 1/2" steel rod and cap stamped (LB021); thence run South 88°12'15" West, along the South line of Section 36, Township 7 South, Range 18 East, a distance of 109.50 feet to the Point of Beginning.



**PARCEL 7: (TPN: 03000-005-001) (O.R. Book 4076, Page 007)**

A tract of land situated in Section 2, Township 8 South, Range 18 East, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at the Northeast corner of the aforementioned Section 2, Township 8 South, Range 18 East also being the Southeast corner of Section 35, Township 7 South, Range 18 East for the point of reference and run North 89°13'55" West, along the South line of said Section 35, a distance of 1320.00 feet to a boundary corner of that certain parcel of land as described in O.R. Book 2333, Page 1259, of the Public Records of Alachua County, Florida; thence run North 02°57'24" West, along a boundary line of said lands described in O.R. Book 2333, Page 1259, a distance of 1377.50 feet to a boundary corner of said lands described in O.R. Book 2333, Page 1259, said boundary corner being located on a boundary line of that certain parcel of land as described in O.R. Book 656, Page 383, of said Public Records, said lands being hereinafter referred to as the "Parent Tract"; thence run North 89°42'38" West, along said boundary line of the "Parent Tract", a distance of 816.00 feet to a boundary corner of said "Parent Tract"; thence run North 89°30'01" West, a distance of 1307.58 feet to a boundary corner of said "Parent Tract"; thence run South 01°12'51" East, a distance of 1362.47 feet to a boundary corner of said "Parent Tract" and the true **Point of Beginning**; thence run South 89°13'55" East, leaving said boundary line of the "Parent Tract", a distance of 936.85 feet; thence run South 01°33'44" East, a distance of 1323.78 feet; thence run North 89°48'11" West, a distance of 741.31 feet to a boundary corner of the aforementioned "Parent Tract"; thence continue North 89°48'11" West, a distance of 666.79 feet to a boundary corner of said "Parent Tract"; thence run North 01°33'44" West, along said boundary line of the "Parent Tract" a distance of 1338.10 feet to a boundary corner of said "Parent Tract"; thence run South 89°11'56" East, a distance of 471.76 feet to the true **Point of Beginning**.

**PARCEL 8 (TPNs: 03000-000-000; and 03000-001-001) (O.R. Book 2595, Page 461)**

A tract of land situated in Sections 2 and 11, Township 8 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:

Commence at a railroad spike at the Southwest corner of the Northwest 1/4 of the aforementioned Section 11, Township 8 South, Range 18 East for the point of reference and run North 89°03'29" East along the South line of the North 1/2 of said Section 11, a distance of 1087.95 feet to a concrete monument (LS. 1772); thence run North 03°51'01" West along the East line of the lands described in O.R. Book 1203, Page 917 of the Public Records of Alachua County, Florida, a distance of 722.44 feet to an iron pipe; thence run North 88°50'01" West, a distance of 27.72 feet to an iron pipe; thence run North 01°06'30" East, a distance of 675.39 feet to an iron pipe; thence run South 86°52'34" West, a distance of 222.10 feet to an iron pipe; thence run North 00°31'05" West, a distance of 71.39 feet to a concrete monument; thence run North 00°00'32" East, a distance of 264.87 feet to an iron pipe; thence run North 89°55'23" West,

a distance of 747.94 feet to the East right of way line of County Road No. 241 (100 foot right of way); thence run North 00°11'29" East along said right of way line, a distance of 649.66 feet to a concrete monument at the beginning of a curve concave Easterly, said curve having a radius of 34327.48 feet; thence run Northerly along said right of way and with said curve through an arc angle of 00°31'09", an arc distance of 311.06 feet (chord bearing and distance of North 00°27'03" East, 311.05 feet respectively) to a 5/8" steel rod and cap (LS #6547); thence run South 89°12'22" East along the North line of the "Garland of Alachua, Inc." tract as per deed recorded in O.R. Book 1982, Page 2419 of said Public Records and the South line of the lands described in O.R. Book 2001, Page 2633 of said Public Records, a distance of 1066.89 feet to a concrete monument (LS #3784); thence run North 88°45'31" East along said North line and said South line, a distance of 69.86 feet to a concrete monument (LB #021) at the Southeast corner of the "Robert F. Crane, Jr." tract as per deed recorded in O.R. Book 2406, Page 1474 of said Public Records and the True **Point of Beginning**; thence run along the East and North boundaries of said "Robert F. Crane, Jr." tract the following two (2) courses; (1) thence North 01°14'29" West, a distance of 1451.93 feet to a concrete monument (LB #021); (2) thence North 84°56'59" West, along a fence line and the Easterly extension of said fence line, a distance of 1065.85 feet to a concrete monument (LB #021) on the aforementioned Easterly right of way line of County Road No. 241 (100 foot right of way); thence run North 01°56'29" East, along said Easterly right of way line, a distance of 1124.53 feet to a concrete monument (LS #3456); thence run North 89°41'39" East along the South line of the Northwest 1/4 of said Section 2, a distance of 1834.77 feet to a concrete monument (unmarked); thence run North 89°33'46" East along the South line of the "PJDJ, Inc." tract as per deed recorded in O.R. Book 2416, Page 1094 of said Public Records, a distance of 2032.21 feet to the West line of the "Cotter" tract as per deed recorded In O.R. Book 1883, Page 1418 of said Public Records; thence run South 02°57'09" East, along said West line, a distance of 1324.93 feet to a concrete monument (LS #3456) at the Northwest corner of the "Parrish Tract" as described in deed recorded in O.R. Book 1690, Page 2969 of said Public Records; thence continue South 02°57'09" East along said West line of the "Cotter Tract", a distance of 1324.93 feet to a concrete monument (LS #3456) on the North line of the aforementioned Section 11; thence run Westerly along the aforementioned North line of the "Garland of Alachua, Inc." tract the following three (3) courses: (1) thence North 89°58'17" West into said Section 2, a distance of 1328.66 feet to a steel rod and cap; (2) thence South 89°36'49" West into said Section 11, a distance of 733.04 feet to a concrete monument (LS #3784); (3) thence South 88°45'31" West, a distance of 888.33 feet to the True **Point of Beginning**.

TOGETHER WITH a 30 foot wide easement for ingress and egress over and across the South 30 feet of the aforementioned Robert F. Crane, Jr. tract as described in deed recorded In O.R. Book 2406, Page 1474 of the Public Records of Alachua County, Florida.

**PARCEL 9 (TPNs: 02971-000-000; and 03000-000-000 [N/K/A 03000-005-000]) (O.R. Book 2416, Page 1094)**

A tract of land situated in Section 2, Township 8 South, Range 18 East and Section 35, Township 7 South, Range 18 East, Alachua County, Florida. Said tract of land being more particularly described as follows:

Commence at the Southeast corner of the aforementioned Section 35, Township 7 South, Range 18 East for the point of reference and run N. 89°13'55" W., along the South line of said Section 35, a distance of 1320.00 feet to a boundary corner of that certain parcel of land as described in O.R. Book 2333, Page 1259, of the Public Records of Alachua County, Florida and the true **Point of Beginning**; thence run N. 02°57'24"W., along a boundary line of said lands described in O.R. Book 2333, Page 1259, a distance of 1377.50 feet to a boundary corner of said lands described in O.R. Book 2333, Page 1259, said boundary corner being located on a boundary line of that certain parcel of land as described in O.R. Book 656, Page 383, of said Public Records, said lands being hereinafter referred to as the "Parent Tract"; thence run N 89°42'38" W., along said boundary line of the "Parent Tract", a distance of 816.00 feet to a boundary corner of said "Parent Tract"; thence run N.89°30'01"W., a distance of 1307.58 feet to a boundary corner of said "Parent Tract"; thence run S.01°12'51" E., a distance of 1362.47 feet to a boundary corner of said "Parent Tract"; thence run S.89°13'55" E., leaving said boundary line of the "Parent Tract", a distance of 936.85 feet; thence run S.01°33'44"E., a distance of 1323.78 feet; thence run N.89°48'11" W., a distance of 741.31 feet to a boundary corner of the aforementioned "Parent Tract"; thence run S.01°35'22"E., a distance of 1329.64 feet to a boundary corner of said "Parent Tract"; thence run N.89°33'46" E, leaving said boundary line of the "Parent Tract", a distance of 2032.21 feet to the West boundary line of that certain parcel of land as described in O.R. Book 1883, Pages 1418 through 1421 of said Public Records; thence run N.02°56'58" W. along said West line, a distance of 2621.36 feet to the true **Point of Beginning**.

**PARCEL 10 (TPNs: 02975-000-000; 02971-000-000; and 02975-003-002 [N/K/A 02981-000-000]) (O.R. Book 2864, Page 1495)**

A tract of land situated in Section 36, Township 7 South, Range 18 East, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at the Southwest corner of the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of the aforementioned Section 36, Township 7 South, Range 18 East for the point of reference and run S.89°40'45"E., along the South line of said North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 36, a distance of 500.00 feet to the true **Point of Beginning**; thence continue S.89°40'45"E., along said South line, a distance of 804.12 feet to the Southeast corner of said North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 36; thence run S.04°01'04"W., along the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 36, a distance of 530.21 feet to the Northwest corner of the South two (2) acres of the Southwest

1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 36; thence run S. 89°42'31" E., along the North line of said South two (2) acres, a distance of 341.05 feet to the intersection of said North line with the Northwestern right of way line of County Road No. 239 (100 foot right of way); thence run Northeasterly, along said right of way line and with a curve concave Northwesternly, said curve having a radius of 3769.72 feet, through an arc angle of 09°15'27", an arc distance of 609.09 feet (Chord Bearing and Distance of N. 34°44'48"E., 608.46 feet, respectively) to the intersection of said right of way line with the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 36; thence run N.02°53'45"E., along said East line, a distance of 687.71 feet to the Northeast corner of said West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 36; thence run N.89°38'40"W., a distance of 639.07 feet to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 36; thence run N.04°01'04"E., along the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 36, a distance of 147.95 feet; thence run N.89°39'01"W., a distance of 772.39 feet; thence run S.06°14'56"W., a distance of 812.74 feet to the true Point of Beginning.

SFPA 20-1297.7 KN  
Rev. 05.01.2003

# 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 EXTRACTIONAL 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

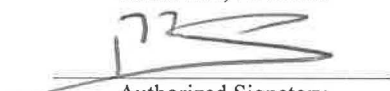
Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment 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

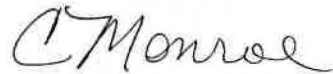
Salter Feiber, P.A. - 588  
3940 N.W. 16th Boulevard  
Bldg B  
Gainesville, FL 32605

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



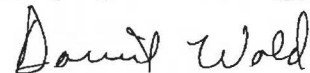
**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By



President

Attest



Secretary

# Commitment Conditions

## I. 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.

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