Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule A

Transaction Identification Data for reference only:

	mitment Number: 0234	Revision Number: None	Issuing Office File Number: 22-0726.7 KN	Issuing Office: 588
Property Address: 6 Tax Parcels - Unassigned Locations, FL		Loan ID Number: None	ALTA Universal ID: None	Issuing Agent: Salter Feiber, P.A.
1.	July 2 Commitment Date: -Nove	13, 2023 mber 30, 2022 @ 11:0	0 PM	
2.	Policy to be issued:			Proposed Policy Amount:
	OWNER'S: ALTA Own	er's Policy (6/17/06) (V	Vith Florida Modifications)	\$TBD
	Proposed Insured: Al	ida		
	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:

Lessie M. Rimes

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
	72
10	AUTHORIZED SIGNATORY
	AUTHORIZED SIGNATORI

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 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: 22-0726.7 KN

Requirements

All of the following requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Warranty Deed from Lessie M. Rimes, joined by spouse, if married, or nonhomestead language, to the proposed purchaser(s). NOTE: Deed to include language establishing that the marriage between Lessie M. Rimes and John D. Rimes, Jr., deceased, was continuous and uninterrupted from a time prior to their taking title to the subject property until his death.
 - B. Contiguity Affidavit from surveyor confirming parcels are contiguous to each other and constitute one parcel of land. [To be deleted if overall legal description provided by surveyor.]
- 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. A survey meeting the requirements of Fund TN 25.03.06 describing the subject property and accurately depicting its legal description, must be provided. Upon review of the Survey, Schedule A of this Commitment may be revised to include the accurate legal description. The Company reserves the right to make further revisions with reference thereto.
- 7. 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.
- INFORMATION NOTE: PARCEL 1 Taxes for the year 2022 show PAID, in the amount of \$6,791.80, for Parcel No.18354-038-045; Gross Amount for Taxes & Assessments is \$7,074.79; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.

INFORMATION NOTE: PARCEL 1 - Taxes for the year 2022 show PAID, in the amount of \$2,564.08, for Parcel No.18354-038-007; Gross Amount for Taxes & Assessments is \$2,670.92; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.

- INFORMATION NOTE: PARCEL 2 Taxes for the year 2022 show PAID, in the amount of \$30.04, for Parcel No.18354-038-046; Gross Amount for Taxes & Assessments is \$31.29; Homestead Exemption WAS NOT filed. Delinquent Tax Information: NO DELINQUENT TAXES ARE DUE.
- 10. 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.

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Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-II

Issuing Office File Number: 22-0726.7 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. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
- 5. Riparian and littoral rights are not insured.
- 6. Any portion of the Land lying waterward of the ordinary high-water mark of Cross Creek and Lochloosa Lake, and lands accreted thereto.
- 7. Possible right of the public to use that part of the land between the water's edge and the apparent boundary of the upland parcel that is now, or was formerly, regularly used by the public for recreational purposes.
- 8. All matters contained on the plat of Forrest Grove Subdivision, as recorded in Plat Book A, Page 41, Public Records of Alachua County, Florida. (As to Parcel 1)
- 9. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida recorded August 16, 1954, under Deed Book 322, Page 394, Public Records of Alachua County, Florida; however, the right of entry and exploration associated with the oil and mineral reservation has been released pursuant to Sec. 270.11, F.S. (As to Lot 12 of Parcel 1)
- Easement for road right-of-way, ingress, egress, utilities and drainage contained in Deeds of Easement recorded in O.R. Book 1010, Page 43 and O.R. Book 1010, Page 45, Public Records of Alachua County, Florida. (As to Parcel 1)

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

Issuing Office File Number: 22-0726.7 KN

- 11. Easement for ingress, egress and public utilities contained in Easement recorded in O.R. Book 2050, Page 1103, Public Records of Alachua County, Florida. (As to Parcel 1)
- 12. Easement for ingress, egress and public utilities contained in Warranty Deed recorded in O.R. Book 4912, Page 982, Public Records of Alachua County, Florida. (As to Parcel 1)
- 13. Easement for ingress, egress and public utilities contained in Warranty Deed recorded in O.R. Book 1233, Page 726, Public Records of Alachua County, Florida. (As to Parcel 1)
- 14. Rights of ingress and egress of other parties over the lands described herein, due to other parties' lands being landlocked by the lands described herein, including, but not limited to, rights created under Chapters 704 and 712, Florida Statutes.

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EXHIBIT "A"

PRELIMINARY LEGAL DESCRIPTION: FINAL DESCRIPTION TO BE PREPARED BY SURVEYOR AND APPROVED BY THE PROPOSED INSURED

PARCEL 1: (TPNs 18354-038-045 and 18354-038-007, as per OR Book 604, Page 336)

All that part of Section 36, Township 11 South, Range 21, East, lying North of an East-West line formed by the North line of Forrest Grove Subdivision, according to plat thereof recorded in Plat Book "A", Page 41, of the Public Records of Alachua County, Florida, as extended East from Cross Creek to the East line of said Section 36.

AND

Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, of said Forrest Grove Subdivision.

LESS AND EXCEPT from said Parcel 1 the following four (4) parcels and portions of land described as follows:

- The King 9-Acre tract described as: Commence at the N.W. corner of Lot 1, Forrest Grove, run thence Northerly along the water's edge of Cross Creek 626.25 feet; thence North 89° 52' E 626.25 feet; thence Southerly to a point on the North line of said Forrest Grove subdivision 626.25 feet East of the point of commencement, thence West to the point of commencement.
- 2. The N.E. 1/4 of N. E. 1/4 of N. E. 1/4 of said Section 36.
- 3. Lots I, 2, 3, 4, 5, 6, 7, and 8 thru 15, Lochloosa Gardens Unit 1, according to survey of Perry C. McGriff company.
- 4. Commence at the S.E. corner of said Section 36 T 11 S R 21 E and run N 0° 03' W along the East line of said Section 1040 feet, thence run S 89° 52' W 1992.21 feet, thence run N 0° 03' W 208.56 feet, thence run N 2° 07' 28" W 1064.41 feet, thence run N 8° 41' W 1030.2 feet, thence run N 27° 16' W 475.98 feet, thence run N 71° 41' W 426.33 feet to the S.E. corner of Lot 1 of Lochloosa Gardens Unit No. 1 (an unrecorded Subdivision); thence run N 67° 14' W along the Southerly line of said lot 125 feet, more

or less to the Water's edge of Cross Creek and the **point of beginning**; thence run S 67° 14' E 125 feet, more or less to the West right of way of a 30 foot road, thence run S 71° 41' E 30.09 feet to the East right of way of said road, thence run N 22° 46' E along said right of way 744.93 feet, thence run S 62° 14' E along the Southerly right of way of said road 669.88 feet to the end of said road, thence run N 22° 46' E 30.11' to the S. E. corner of Lot 15 of Lochloosa Gardens, Unit No. 1, thence continue N 22° 46' E along the East line of said Lot 135 feet, more or less to the water's edge of Lochloosa Lake, thence run Southeasterly along said water's edge 61 feet, more or less, thence run S 22° 48' W 126 feet, more or less to a point which is S 62°14' W 60.67 feet from the SE corner of said Lot 15; thence continue S 22° 48' W 655.62 feet; thence run S 77° 49' W 833 feet more or less to the water's edge to the **point of beginning**.

PARCEL 2: (TPN 18354-038-046, as per OR Book 1109, Page 733)

Commence at the NW corner of Lot 1 of Forrest Grove as recorded in Plat Book "A", Page 41 of the Public Records of Alachua County, Florida, and run N. 89°52' E., along the North line of said Lot, 211 feet to the NE corner thereof; thence continue N. 89°52' E., 415.25 feet; thence run N. 3°44' E., 326.25 feet to the **Point of Beginning**; thence continue N. 3°44' E., 300 feet; thence run S. 89°52' W., 626.25 feet, more or less to the waters of Cross Creek; thence run Southerly along said waters, 300 feet; thence run N. 89°52' E., 626.25 feet, more or less to the **Point of Beginning**. Being and lying in Section 36, Township 11 South, Range 21 East, Alachua County, Florida.

SFPA: 22-0726.7 KN Rev. 07.07.23

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.

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Issued through the Office of OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 Salter Feiber, P.A. - 588 (612) 371-1111 3940 N.W. 16th Boulevard Bldg B Gainesville, FL 32605 Monroe Down Wold President Authorized Signatory Attoc Secretary David E. Menet, Esq. Attorney at Law

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.

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FORM CF6R (8/1/16) (With Florida Modifications)

- (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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