# 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

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY A Stock Company

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

Attest James Tolal

ecretary

**Authorized Signatory** 

### **Commitment Conditions**

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice:
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I-Requirements;
  - (f) Schedule B, Part II-Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

#### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

#### Schedule A

Transaction Identification Data for reference only:

**Commitment Number:** 

**Revision Number:** 

**Issuing Office File Number:** 

**Issuing Office:** 

1204825

None

13762

1602900

**Property Address:** 

Loan ID Number:

**ALTA Universal ID:** 

**Issuing Agent:** 

4105 Golden Gem Road Apopka, FL 32712

NA

None

Edward A. Kerben

Commitment Date: January 7, 2022 at 11:00 PM

2. Policy to be Issued:

Proposed Policy Amount:

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

To be determined

Proposed Insured: To be determined

MORTGAGEE:

Proposed Insured:

MORTGAGEE:

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:

ROCHELLE HOLDINGS XIII, LLC, a dissolved Florida limited liability company, Debtor, In Re: Rochelle Holdings XIII, LLC, Case No. 6:21-bk-03216-LVV, United States Bankruptcy Court Middle District of Florida, Orlando Division, and subject to the "Order Approving Debtor Rochelle Holdings XIII, LLC's Amended Motion for Bid and Sale Procedures, Marketing Procedures, and for Related Relief," dated January 10, 2022, Doc. No. 121 and further proceedings in said bankruptcy proceeding.

The Land is described as follows:

See Exhibit A

Old Republic National Title Insurance Company 400 Second Avenue South, Minneapolis, Minnesota 56401, (612) 371-1111

> AUTHORIZED SIGNATORY Edward A. Kerben

1602900

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

#### Schedule B-I

Issuing Office File Number: 13762

#### Requirements

All of the following Requirements must be met:

- 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 ROCHELLE HOLDINGS XIII, LLC, a dissolved Florida limited liability company, as Debtor, In Re: Rochelle Holdings XIII, LLC, Case No. 6:21-bk-03216-LVV, United States Bankruptcy Court Middle District of Florida, Orlando Division, to the proposed insured purchaser(s). The deed should contain a statement that the real property is being conveyed pursuant to the order authorizing the sale, and should recite: 1) the bankruptcy case number, and 2) the court location.
- 5. Proof of payment of 2021 taxes.
- 6. Compliance with any and all court order(s) -entered hereinafter authorizing sale free and clear of liens or otherwise. Record a certified copy of the court order, with valid legal description, authorizing sale free and clear of liens. Record proof of compliance with Bankruptcy Rule 6004. Confirm that the applicable appeals time has run after the entry of the final order or judgment.
- 7. Review of Chapter 11 plan and order confirming plan to determine that the sale, mortgage or other disposition of the property is not inconsistent with the plan or order.
- 8. Record proof that the transaction is not inconsistent with the confirmed plan, and if necessary, record proof of modification of the confirmed plan to authorize the transaction.
- 9. Any order confirming and authorizing the sale of property free and clear of liens, or otherwise, must be provided to Underwriting. The Company reserves the right to add additional requirements and exceptions upon further review of orders entered in bankruptcy proceedings under Case No. 6:21-bk-03216-LVV, United States Bankruptcy Court, Middle District of Florida, Orlando Division.
- 10. The judgment in favor of Richard J. Risser, Trustee of the Richard J. Risser Family Trust dated September 13, 2007, and Shirley R. Risser, Trustee of the Shirley R. Risser Family Trust dated September 13, 2007, recorded in Instrument Number 20210340276, Public Records of Orange County, Florida, must be vacated or satisfied of record, and the court action under

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#### Schedule B-I

Issuing Office File Number: 13762

Case No. 2019-CA-000634 in the Circuit Court of Orange County, Florida must be dismissed with prejudice, the lis pendens recorded in Instrument Number 20190043745, must be discharged, and the mortgage recorded in O.R. Book 9192, Page 3529, modified by instrument recorded in O.R. Book 9619, Page 1406, assigned by Assignment of Mortgage recorded in O.R. Book 10422, Page 5734, as affected by Lender's Estoppel, Consent and Agreement Not to Future Advance recorded in Instrument Number 20170028185 and Subordination Agreement recorded in Instrument Number 20170028186, and the Assignment of Leases, Rents and Profits recorded in O.R. Book 9192, Page 3538, must be satisfied. For involuntary dismissal, the appeals period must expire. This Requirement may be satisfied through the entry of an order or orders of the Bankruptcy Court authorizing the sale of the Land free and clear of liens (including this lien) per Requirements 6, 7, 8 and/or 9.

- 11. Record satisfaction of the mortgage from Rochelle Holdings XIII, LLC to Nicholson Investments, LLC recorded in Instrument Number 20170028184, Public Records of Orange County, Florida. This Requirement may be satisfied through the entry of an order or orders of the Bankruptcy Court authorizing the sale of the Land free and clear of liens (including this lien) per Requirements 6, 7, 8 and/or 9.
- 12. Discharge of Lis Pendens recorded in Instrument Number 20180727241, Public Records of Orange County, Florida, and filed under Case No.. 2018-CA-13545 in the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida. This Requirement may be satisfied through the entry of an order or orders of the Bankruptcy Court authorizing the sale of the Land free and clear of liens (including this lien) per Requirements 6, 7, 8 and/or 9.
- 13. Confirm the authority of the individual designated to bind the LLC by the laws of its jurisdiction of formation.
- 14. For dissolved limited liability companies, satisfactory evidence must be furnished establishing that the LLC was duly organized, validly existing, and in good standing at date of acquisition of the interest in the Land to be insured, and record an affidavit or resolution confirming that the transfer of the interest in the Land is for the purpose of winding up the business and affairs. For foreign LLCs, add: Proof of compliance with the laws of the foreign state or country regarding conveyances by dissolved entities must be obtained.
- 15. 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 hereto. Note: The legal description reference to "COMMENCING" should be replaced with 'BEGINNING".
- 16. A determination must be made that there are no unrecorded special assessment liens or unrecorded liens, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F.S., or local ordinance or unrecorded regulatory agreements.
- 17. Affidavit from a reliable person must be furnished establishing that more than 90 days has elapsed since the completion of all improvements for which payment has not been made in full.

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## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

#### Schedule B-I

Issuing Office File Number: 13762

- 18. Affidavit from owner, or other person having actual knowledge, establishing that no person other than the owner is in possession.
- 19. Execution of closing affidavit by appropriate parties representing possession and no adverse matters, including actions taken by owner or others that would give rise to litigation or lien.
- 20. 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.
- 21. The Company has no liability under this commitment until an endorsement is issued stating the names of the proposed Insured and the insured amount. The Insured Amount and Proposed Insured to be determined by Company upon further Order of Bankruptcy Court authorizing sale. The Company reserves the right to make additional requirements and/or exceptions.
- 22. The Company has no liability under this commitment for the issuance of a mortgagee policy until an endorsement is issued stating the name of the proposed insured mortgagee. The Company reserves the right to make additional requirements, including but not limited to, review of additional documentation regarding the proposed insured mortgagee.
- 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: O.R. Book 9192, Page 3515. Also see O.R. Book 10369, Page 190 for lands subsequently conveyed.

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

#### Schedule B-II

Issuing Office File Number: 13762

### **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:

- 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 2022 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 insured Land lying within West Kelly Park Road, as described in the Right of Way Easement for Public Road Purposes in favor of the County of Orange recorded in Deed Book 398, Page 190, under County Deed recorded in O.R. Book 10606, Page 8543, Public Records of Orange County, Florida, is excluded from coverage.
- 7. 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 in Deed Book 561, Page 84, Public Records of Orange County, Florida.

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

#### Schedule B-II

Issuing Office File Number: 13762

- 8. 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 in Deed Book 585, Page 94, Public Records of Orange County, Florida.
- 9. Notice of Future Assessments recorded August 20, 1984 in O.R. Book <u>3544</u>, <u>Page 1226</u>, <u>Public Records of Orange County</u>, Florida.
- 10. Easement for right of way as set forth in instrument recorded October 21, 1955 in O.R. Book <u>27, Page 700</u>, Public Records of Orange County, Florida.
- 11. Distribution Easement in favor of Florida Power Corporation recorded September 11, 1984 in O.R. Book <u>3552</u>, <u>Page 2524</u>, Public Records of Orange County, Florida.
- 12. Distribution Easement in favor of Florida Power Corporation recorded December 10, 1984 in O.R. Book <u>3584</u>, Page <u>2376</u>, Public Records of Orange County, Florida.
- 13. Terms and conditions as set forth in Easement Agreement, containing maintenance obligations, by and between Avalon Citrus Associates, Inc., a Florida corporation and Robert E. Sutton and Catherine P. Sutton, recorded September 23, 1996 in O.R. Book <u>5125</u>, Page 4248, Public Records of Orange County, Florida. Title to the aforementioned appurtenant easement is not insured hereby.
- 14. Distribution Easement in favor of Florida Power Corporation recorded May 15, 2003 in O.R. Book 6913, Page 3946, Public Records of Orange County, Florida.
- 15. Ingress and Egress Easement in favor of Richard J. Risser and Shirley R. Risser recorded in O.R. Book <u>9192</u>, <u>Page 3519</u>, Public Records of Orange County, Florida.
- 16. Utilities Easement in favor of Richard J. Risser and Shirley R. Risser recorded in O.R. Book <u>9192</u>, Page <u>3524</u>, Public Records of Orange County, Florida.
- 17. Ordinance No. 2230 Kelly Park Crossing Development of Regional Impact recorded in O.R. Book <u>10320</u>, <u>Page 165</u>, amended under Ordinance No. 2602, amending and correcting Ordinance No. 2564 and the First Amendment to the Development Order for the Kelly Park Crossing Development of Regional Impact ("DRI" or "Kelly Park Crossing DRI") adopted May 17, 2017, recorded in Instrument Number <u>20170627271</u>, as affected by Notice of Assignment of Rights and Developer Status recorded in Instrument Number <u>20190807646</u>, Public Records of Orange County, Florida.
- 18. Terms, conditions and obligations set forth under the School Mitigation Agreement recorded in O.R. Book <u>10512</u>, <u>Page 2705</u>, Public Records of Orange County, Florida.
- 19. 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. NOTE: Property conveyed by Warranty Deed to Freeport Rapids Partners, G.P. recorded in O.R.

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

### **Schedule B-II**

Issuing Office File Number: 13762

Book <u>10369</u>, <u>Page 190</u>, <u>Public Records of Orange County</u>, Florida was conveyed without a benefited easement for ingress and egress and/or other means of access.

- 20. Rights of the lessees under unrecorded leases.
- 21. Subject to Bankruptcy proceedings under Case No. 6:21-bk-03216-LVV, United States Bankruptcy Court, Middle District of Florida, Orlando Division.

# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT

### Exhibit A

**Commitment Number:** 

**Issuing Office File Number:** 

1204825

13762

A PORTION OF THE WEST 1/2 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°49'52" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 13, FOR A DISTANCE OF 1356.86 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°08'41" EAST, FOR A DISTANCE OF 2147.97 FEET; THENCE RUN NORTH 89°58'09" WEST, ALONG THE NORTH LINE OF THE SOUTH 800 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13, FOR A DISTANCE OF 1321.42 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF GOLDEN GEM ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 61, PAGE 315 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°17'25" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 544.78 FEET; THENCE RUN NORTH 01°08'04" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 2603.70 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN SOUTH 89°27'40" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 13, FOR A DISTANCE OF 1324.32 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°34'14" WEST, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 13, FOR A DISTANCE OF 853.16 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°47'15" EAST, FOR A DISTANCE OF 160.19 FEET; THENCE RUN SOUTH 00°12'45" WEST, FOR A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 89°47'15" EAST, ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 13, FOR A DISTANCE OF 476.16 FEET; THENCE RUN SOUTH 00°17'10" WEST, FOR A DISTANCE OF 395.99 FEET; THENCE RUN SOUTH 89°47'15" EAST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 13, FOR A DISTANCE OF 668.51 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 13; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°00'00" EAST, ALONG SAID EAST LINE, FOR A DISTANCE OF 1042.54 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 90°00'00" WEST, FOR A DISTANCE OF 500.00 FEET; THENCE RUN SOUTH 00°00'00" EAST, FOR A DISTANCE OF 1776.11 FEET; THENCE RUN SOUTH 90°00'00" EAST, FOR A DISTANCE OF 500.00 FEET TO A POINT ON THE AFORESAID EAST LINE OF THE WEST 1/2 OF SECTION 13; THENCE RUN SOUTH 00°00'00" EAST, FOR A DISTANCE OF 1185.59 FEET TO THE POINT OF BEGINNING.

# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT

### Exhibit A

**Commitment Number:** 

**Issuing Office File Number:** 

1204825

13762

Commitment Number: 1204825

LESS AND EXCEPT THAT PORTION DESCRIBED IN WARRANTY DEED RECORDED IN O.R. BOOK <u>10369</u>, PAGE <u>190</u>, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST OF ORANGE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 13-20-27; THENCE RUN S 00°00'00" W ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 13 FOR A DISTANCE OF 1301.77 FEET TO A POINT ON THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 13, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN S 00°00'00" W FOR A DISTANCE OF 325.44 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 13; THENCE RUN N 89°52'05" W ALONG SAID SOUTH LINE FOR A DISTANCE OF 335.07 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 13; THENCE RUN N 00°08'36" E ALONG SAID WEST LINE FOR A DISTANCE OF 325.91 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 13; THENCE RUN S 89°47'15" E ALONG SAID NORTH LINE FOR A DISTANCE OF 334.25 FEET TO THE AFORESAID POINT OF BEGINNING.