



**First American**

# Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No:2060-4331348

**Transaction Identification Data for reference only:**

Issuing Agent: Duncan & Associates

Issuing Office:

ALTA Universal ID:

Loan ID Number:

Commitment Number:

Issuing Office File Number:2017.217

Property Address:6751 RICH ROAD, NORTH FORT MYERS,  
FL 33917-4536

Revision Number:

## SCHEDULE A

1. Commitment Date: April 16, 2019 @ 8:00 AM
2. Policy to be issued:
  - (a)  2006 ALTA® Owner's Policy  
 Proposed Insured: Lee County, a Political Subdivision of the State of Florida  
 Proposed Policy Amount: \$100,000.00
  - (b)  2006 ALTA® Loan Policy  
 Proposed Insured:  
 Proposed Policy Amount: \$
  - (c)  2006 ALTA® Loan Policy  
 Proposed Insured:  
 Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:  
Patricia Huffmaster
5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

Duncan & Associates

By: 

Authorized Signatory

*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.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



*First American*

## Schedule BI

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 2060-4331348

Issuing Office File Number: 2017.217

### SCHEDULE B-I

#### 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 Patricia Huffmaster, as a single person or persons, and joined by spouse (or their respective spouses), if married, to Lee County, a Political Subdivision of the State of Florida, conveying the property described in Schedule "A". In the event that the property being conveyed is not the homestead of the grantor(s), the following statement should be set forth on said deed in lieu of a spouse's signature:

The land described herein is not the homestead of the grantor(s) and neither the grantor(s) nor the grantor(s) spouse, nor anyone for whose support the grantor(s) is responsible, resides on or adjacent to said land.
5. Partial Release of Mortgage, releasing the land to be insured from encumbrance of the Mortgage from Patricia Huffmaster in favor of Jimmie J. Cochran, Trustee of the Jimmie J. Cochran Revocable Trust dtd March 2, 2001, recorded in Instrument No. 2017000248638.
6. Furnish Company a Survey prepared by a Florida registered land surveyor; dated no more than 90 days prior to closing date of subject transaction; certified to the proposed insured(s), First American Title Insurance Company and all other parties in interest; and, meeting the Florida Minimum Technical Standards for all land surveys. Upon receipt and review of such survey, the Company reserves the right to make such additional requirements and/or exceptions and/or to modify the legal description set forth on Schedule A as it may deem necessary.
7. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.

*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.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

8. Proof of payment of taxes and assessments for the year 2018, and prior years, plus any penalties and interest.
9. Note: The following is for informational purposes only and is given without assurance or guarantee: 2019 taxes show **PAID**. The gross amount is \$4,072.49 for Tax Identification No. 07-43-25-00-00005.0000.

**The following note is incorporated herein for information purposes only and is not part of the exceptions from coverage (Schedule B-II of the commitment and Schedule B-I of the policy):**

The following instrument affecting said land is the last conveyancing instrument filed for record within 24 months of the effective date of this commitment:

None

*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.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



*First American*

## Schedule BII

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 2060-4331348

Issuing Office File Number: 2017.217

### SCHEDULE B-II

#### 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 Effective Date 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. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.

*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.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

## Schedule BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No.: 2060-4331348

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

9. Order of Taking recorded in Book 1142, Page 252, as ratified and confirmed by Final Judgment recorded in Book 1290, Page 2386.
10. Driveway Easement reservation as contained in Warranty Deed recorded in Book 3586, Page 4668.  
NOTE: Easement refers to the West 20 feet of property recorded in Book 3434, Page 4395.
11. Notice of Clearing as recorded in Instrument No. 2009000253745.

**Note:** All of the recording information contained herein refers to the Public Records of LEE County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

*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.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



*First American*

**Exhibit A**

ISSUED BY

**First American Title Insurance Company**

File No: 2060-4331348

Issuing Office File Number: 2017.217

The land referred to herein below is situated in the County of LEE, State of Florida, and described as follows:

Parcel of land lying in the South ½ of the Southeast ¼ of Section 7, Township 43 South, Range 25 East, Lee County, Florida;

LESS those certain lands as described in Warranty Deed recorded in Official Records Book 1862, Page 1590; Special Warranty Deed recorded in Official Records Instrument No. 2010000050324; Warranty Deed recorded in Official Records Instrument No. 2013000169661; Warranty Deed recorded in Official Records Instrument No. 2016000246713; Warranty Deed recorded in Official Records Instrument No. 2019000042899; Quit Claim Deed recorded in Official Records Instrument No. 2013000254540; Warranty Deed recorded in Official Records Instrument No. 2005000015732; Quit Claim Deed recorded in Official Records Instrument No. 2019000081676; Corrected Quit Claim Deed recorded in Official Records Instrument No. 2016000245370; Corrective Warranty Deed recorded in Book 3586, Page 4668; also LESS that certain land owned by Patricia Huffmaster being Parcel ID No. 07-43-25-00-00005.0140; also LESS road right-of-ways for Rich Road and Slater Road.

*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.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.