

JOSEPH W. SCHULKE, P.E.
JODAH B. BITTLE, P.E.
WILLIAM P. STODDARD, Ph.D., P.E.

SCHULKE, BITTLE & STODDARD, L.L.C.

CIVIL & STRUCTURAL ENGINEERING • LAND PLANNING • ENVIRONMENTAL PERMITTING

October 20, 2021

Richard Szpyrka, P.E.
Public Works Department
Indian River County
1801 27th Street, Building A
Vero Beach, FL 32960

Re: Application for the Release of a Road Reservation
Venetian Grove
Section 10, Township 33S, Range 38E
Indian River County

Dear Mr. Szpyrka,

Attached please find a copy of our letter and attachments submitted to the FDOT, including a letter of transmittal and an "Application for Release of Reservations Board of Trustees of the Internal Improvement Trust Fund of the State of Florida." This is being provided to you for your information only and does not require any action by you. However, at a later date, the original document will be forwarded to you from the FDOT and will require your review and execution.

The amount of the reservation we propose to be released is as follows:

- Parcel A (South side of 12th Street) – 40 feet
- Parcel B (North side of 12th Street) – 70 feet
- Parcel C (West side of 94th Avenue) – 70 feet
- Parcel D (South side of 16th Street) – 70 feet

If you have any questions or required additional information, please do not hesitate to contact me.

Sincerely,



Jodah Bittle, P.E.

cc: Go Life Holding, LLC

RECEIVED

OCT 20 2021

INDIAN RIVER COUNTY
ENGINEERING DIVISION

October 20, 2021

Florida Department of Transportation
Fourth District – Right of Way Mapping
Attn: Amelia Rodriguez – Alers
3400 West Commercial Boulevard
Ft. Lauderdale, FL 33309

Re: Application for the Release of a Road Reservation
Venetian Grove
Section 10, Township 33S, Range 38E
Indian River County

Dear Ms. Alers,

Attached please find an "Application for the Release of Reservations Board of Trustee of the Internal Improvement Fund of the State of Florida." This application is for the release of the Murphy road reservation encumbering the above referenced property. The procedure is to submit this application to the FDOT (4th District). The FDOT completes the applicable section(s) on pg. 4 and sends the application to the local Indian River County Public Works Department. For your convenience, we have included an envelope addressed to Indian River County.

The amount of the reservation we propose to be released is as follows:

- Parcel A (South side of 12th Street) – 40 feet
- Parcel B (North side of 12th Street) – 70 feet
- Parcel C (West side of 94th Avenue) – 70 feet
- Parcel D (South side of 16th Street) – 70 feet

Please process this application at your earliest convenience. If you have any questions or require additional information, please do not hesitate to call.

Sincerely,



Jodah Bittle, P.E.

cc: Go Life Holding, LLC

APPLICATION FOR RELEASE OF RESERVATIONS
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

This application is to be used in order to apply for release of canal reservations, road right-of-way reservations or the release of right-of-entry and exploration for oil and mineral reservations, which are reserved in favor of either the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (*Board of Trustees*). All applications must be submitted to the following street address: DEPARTMENT ENVIRONMENTAL PROTECTION, DIVISION OF STATE LANDS, BUREAU OF PUBLIC LAND ADMINISTRATION, 3800 COMMONWEALTH BOULEVARD, TALLAHASSEE, FLORIDA 32399-3000, OR via email to Upland.Applications@dep.state.fl.us,

OR

DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF STATE LANDS
BUREAU OF PUBLIC LAND ADMINISTRATION
POST OFFICE BOX 3070
TALLAHASSEE, FLORIDA 32315-3070

If you are applying for release of canal reservations, road right-of-way reservations or the release of right-of-entry and exploration for oil and mineral reservations, which are reserved in favor of the State Board of Education, all applications must be submitted to the following address:

FLORIDA DEPARTMENT OF EDUCATION
OFFICE OF GENERAL COUNSEL
325 WEST GAINES STREET
SUITE 1244
TALLAHASSEE, FLORIDA 32399-0400
ATTENTION: MR. STEPHEN FERST

If you have any questions, after reading this application form, please call (850) 245-2720 for assistance.

PART I: RESPOND TO ITEMS 1 THROUGH 6 IN THEIR ENTIRETY

1. TYPE OF RELEASE REQUESTED:

- Oil and mineral reservation (*Right-of-Entry and Exploration only*)
- Road right-of-way reservation
- Canal reservation
- Corrective (*Corrective releases will be processed as original applications unless an error was made by the Department.*)

2. INFORMATION FROM THE ORIGINAL DEED CONTAINING THE RESERVATION:

Original Original	Deed	Number(s) Grantee
Date of Original Deed	Deed Book	
<u>January 19, 1944</u>	<u>35, Page 357</u>	

3. Present Owner of Record of Subject Property: Go Life Holding, LLC

4. Represented by: James W. Kern, MGR

Address: 305 Julia St. Phone: 386-888-7337
New Smyrna Beach, FL 32168

5. The subject property is located in:
(PLEASE SUBMIT THIS INFORMATION)

Indian River County; Section 10, Township 33, Range 38, Acreage _____ (*for oil/mineral*)

6. Each application must contain the following:

- a. A legible copy of the original deed containing the reservation.
- b. A legible copy of present owner deed.
- c. A current survey and a legal description of the subject property, including the Section, Township, and Range.
(*If applying for an oil/mineral release, the legal description must contain acreage of tract.*)

- d. A recommendation by the appropriate agency for a canal or road right-of-way release or special requirements for release of right-of-entry for oil/mineral reservation:
 - (1) When requesting the release of the right-of-entry for oil/mineral reservation, (refer to Part II on page 4 for instructions.)
 - (2) When requesting the release of a road right-of-way reservation, a recommendation from the appropriate Department of Transportation District office, and/or County Public Works Department (refer to Part III on pages 4 and 5).
 - (3) When requesting the release of a canal reservation, a recommendation from the appropriate Water Management District (refer to Part IV on pages 5 and 6).
- e. An application fee (non-refundable) in the form of a check in the amount of \$300 per release requested made payable to the Department of Environmental Protection. Note: Please write "Release of Reservation" on the front of the check.
- f. An application fee is required for reactivation of an application.
- g. Satisfactory evidence certifying that the applicant is the legal record owner of the subject land. Paragraph 18-2.017(53), Florida Administrative Code, defines satisfactory evidence of title to mean a current title insurance policy, current title binder, or title commitment issued by a title insurance company authorized to do business in the State of Florida or an opinion of title prepared by a member of The Florida Bar covering title to the land described below. "Current" means no more than six months old.
- h. Notarized signature of present owner(s) of record.

CERTIFICATE OF TITLE

(PLEASE COMPLETE IN FULL, INCLUDING LEGAL DESCRIPTION AND DATE)

This is to advise that I am a member in good standing of The Florida Bar and that I have examined the public records, abstracts of title, title insurance policy, title insurance binder, or commitment relating to the title to the following described real property lying and being in _____ County, Florida, to-wit:

and based, upon said examination, I certify that as of _____ (current date), title to the afore described real property is vested in:

 Print Name of Attorney Signature

Florida Bar Number _____

SIGNATURE (S) OF PRESENT OWNER (S) OF RECORD

I (We), GO LIFE HOLDING, LLC, the present owner(s) of record; hereby request a release of reservation on the above-referenced property.

STATE OF FLORIDA
 COUNTY OF Volusia
 Subscribed and Sworn to before me

this 20th day of October, 2021.

C. Melissa Henry
 Notary Public (Seal)
 My Commission Expires: 11-18-2024

[Signature]
 Signature of present owner of record

 Signature of present owner of record

 Signature of present owner of record



PART II: INSTRUCTIONS AND INFORMATION REQUIRED TO APPLY FOR A RELEASE OF RIGHT-OF-ENTRY AND EXPLORATION FOR AN OIL AND MINERAL RESERVATION

DO NOT SUBMIT AN APPLICATION TO THE BOARD OF TRUSTEES WHEN REQUESTING THE RELEASE OF RIGHT-OF-ENTRY AND EXPLORATION FOR AN OIL AND MINERAL RESERVATION ON PARCELS UNDER TWENTY ACRES (20) IN SIZE. THE RIGHT-OF-ENTRY AND EXPLORATION FOR OIL AND MINERAL RESERVATIONS ON PARCELS UNDER TWENTY ACRES (20) IN SIZE HAS BEEN RELEASED PURSUANT TO SECTION 270.11, FLORIDA STATUTES.

IN ORDER TO QUALIFY FOR A RELEASE OF THE RIGHT-OF-ENTRY AND EXPLORATION FOR AN OIL AND MINERAL RESERVATION ON PARCELS TWENTY ACRES (20) OR **GREATER** IN SIZE, THE DEVELOPER MUST SUBMIT AN AFFIDAVIT CERTIFYING THAT EACH PARCEL WILL BE A PERMANENT BUILDING SITE, WHAT WILL BE BUILT, DATE OF CONSTRUCTION PROPOSED AND THE LAND USE WILL NOT INVOLVE PHOSPHATE MINERAL, METAL OR PETROLEUM EXTRACTION, AS SET FORTH IN PARAGRAPH 18-2.018(3)(E)(2), FLORIDA ADMINISTRATION CODE.

PART III: INSTRUCTIONS TO APPLY FOR THE RELEASE OF A ROAD RESERVATION

Submit the completed application along with all exhibits pertaining to the road right-of-way reservation, including a plat, sketch, or survey of the land proposed for release and a copy of Murphy Act deed containing road reservation directly to the appropriate district office of the Florida Department of Transportation (FDOT) listed below. **DO NOT** send \$300 check to FDOT. The district office will determine whether the subject road right-of-way reservation is valid and make its recommendation as to whether the road right-of-way reservation or any part thereof should be released. The application will not be considered without a recommendation from the Department of Transportation.

DEPARTMENT OF TRANSPORTATION DISTRICTS

FIRST DISTRICT - Post Office Box 1249, Bartow, Florida 33830

Attn: Right-of-Way 1-800-292-3368 Charlotte, Collier, Desoto, Glades, Hardee, Hendry, Highlands, Lee, Manatee, Okeechobee, Polk, and Sarasota Counties

SECOND DISTRICT - 1109 South Marion Avenue, Mail Station 2020, Lake City, Florida 32025-5874

Attn: Right-of-Way (386) 961-7476 OR 1-800-749-2967 Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, St. Johns, Suwannee, Taylor, and Union Counties

THIRD DISTRICT - Post Office Box 607, Chipley, Florida 32428

Attn: Right-of-Way (850) 638-0250 Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, and Washington Counties

FOURTH DISTRICT - 3400 West Commercial Boulevard, Ft. Lauderdale, Florida 33309

Attn: Mapping 1-866-336-8435, (954) 777-4550 Broward, Indian River, Martin, Palm Beach, and St. Lucie Counties

FIFTH DISTRICT - 719 South Woodland Boulevard, Deland, Florida 32720

Attn: Right-of-Way (386) 943-5000 Brevard, Citrus, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia Counties

SIXTH DISTRICT - 1000 Northwest 111th Avenue, Miami, Florida 33172

Attn: Right-of-Way (305) 470-5185 Dade and Monroe Counties

SEVENTH DISTRICT - 11201 North Malcolm McKinley Drive, Tampa, Florida 33612

Attn: Property Management (813) 975-6020 Hernando, Hillsborough, Pasco, and Pinellas Counties

FDOT DISTRICT OFFICE: Please refer to **ALL** roads adjacent to property and complete either a or b:

a. ()* The _____ District Office of the Florida Department of Transportation certifies that State Road #_____, also known as _____, DID exist on the date of the deed (/ /) in which the reservation was made and it recommends to the Board of Trustees one of the following:

- (1) () Retain ALL of the reservation, since it is presently a State Road and we will need 100 feet from the centerline of S.R. _____ for road improvement; or
- (2) () Retain _____ feet from the centerline of S.R. _____, also known as _____, since it is presently a State Road; or
- (3) () That this request is being forwarded to the applicable county or city for their recommendation, since former S.R. _____ is now under their jurisdiction.

b. ()* The _____ District Office of the Florida Department of Transportation certifies that its records reflect that a state road DID NOT exist on the date of the old deed affecting the subject property and that a full release of reservation should be given. However, this application will be forwarded to the applicable county public works department for a final determination as to the validity of the reservation.

By: _____ Title: _____ Date: _____

Signature (FDOT official)

*The FDOT District Office is to forward this application to the county or city authority for its review and concurrence with this recommendation 1) when the road is now under county or city jurisdiction or 2) when FDOT states that a state road did NOT exist and we then ask for county or city's verification of validity.

COUNTY OR CITY PUBLIC WORKS DEPT: Please complete either a or b:

a. () The _____ (governmental authority) certifies that a state road DID exist on the date of the deed (/ /) in which the reservation was made and it recommends to the Board of Trustees one of the following:

- (1) Retain ALL of the reservation, since it is presently a (county/city) road and we will need 100 feet from the centerline of _____, also known as _____, for road improvement; or
- (2) Retain _____ feet from the centerline of _____, also known as _____, which is presently a (county/city) road.

b. () The _____ (governmental authority) certifies that its records reflect that a state road DID NOT exist on the date of the old deed affecting the subject property and that a full release of reservation should be given.

By: _____ Title: _____ Date: _____

Signature (county or city official)

NOTE: The local governmental authority should return this application with its recommendation to the applicant so that the applicant may decide whether to apply to the Board of Trustees for a release of reservation.

PART IV: INSTRUCTIONS AND INFORMATION REQUIRED TO APPLY FOR THE RELEASE OF A CANAL RESERVATION

EVERGLADES DRAINAGE DISTRICT DEEDS

DO NOT SUBMIT AN APPLICATION TO THE BOARD OF TRUSTEES WHEN REQUESTING THE RELEASE OF A CANAL RESERVATION CONTAINED IN AN EVERGLADES DRAINAGE DISTRICT DEED IF DEEDS STATES CHAPTER 6456, 6957, 14717, OR 20658, LAWS OF FLORIDA IN FIRST PARAGRAPH. SUBMIT REQUESTS TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, POST OFFICE BOX 24680, WEST PALM BEACH, FLORIDA 33416-4680 AND. THE EVERGLADES DRAINAGE DISTRICT WILL ISSUE RELEASE OF RESERVATION.

ALL OTHER DEEDS

SUBMIT ALL OTHER REQUESTS FOR THE RELEASE OF A CANAL RESERVATION ALONG WITH ALL EXHIBITS PERTAINING TO THE CANAL RESERVATION AND THE COMPLETED APPLICATION DIRECTLY TO THE APPROPRIATE WATER MANAGEMENT DISTRICT OFFICE LISTED BELOW. **DO NOT SEND DEP CHECK** TO WATER MANAGEMENT DISTRICT THE WATER MANAGEMENT DISTRICT WILL DETERMINE WHETHER THE RESERVATION OR ANY PART THEREOF SHOULD BE RELEASED. THE APPLICATION TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION WILL NOT BE CONSIDERED WITHOUT A RECOMMENDATION FROM THE APPROPRIATE WATER MANAGEMENT DISTRICT.

WATER MANAGEMENT DISTRICTS

NORTHWEST FLORIDA - Route 1, Box 3100, Havana, Florida 32333 (850) 539-5999

Attn: Land Management and Acquisition; Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, Washington.

SUWANNEE RIVER - Route 3, Box 64, Live Oak, Florida 32060 (904) 362-1001

Attn: Land Acquisition and Management; Alachua (part), Baker (part), Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Suwannee, Taylor, Union.

ST. JOHNS RIVER - 4049 Reid Street, Palatka, Florida 32177-1429 (386)-329-4500

Attn: Department of Land Acquisition; Alachua (part), Baker (part), Brevard, Clay, Duval, Flagler, Indian River, Lake, Marion (part), Nassau, Okeechobee (part), Orange (part), Osceola (part), Putnam, Seminole, St. Johns, Volusia.

SOUTHWEST FLORIDA - 2379 Broad Street, Brooksville, Florida 34609-6899 (352)796-7211, 1-800-423-1476

Attn: Land Resources Department; Charlotte (part), Citrus, DeSoto, Hardee, Hernando, Hillsborough, Levy, Manatee, Marion (part), Pasco, Pinellas, Polk (part), Sarasota, Sumter.

SOUTH FLORIDA - Post Office Box 24680, West Palm Beach, Florida 33416-4680 (561) 686-8800, 1-800-432-2045(ext 6836)

Attn: Real Estate Division; Broward, Charlotte (part), Collier, Dade, Glades, Hendry, Highlands, Lee, Martin, Monroe, Okeechobee (part), Orange (part), Osceola (part), Palm Beach, St. Lucie (**CALL SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR APPLICATION AND FEE.**)

The _____ Water Management District Office hereby

a. objects to the release of any portion of the canal reservation for the following reason

b. objects only to the release of the following portion of the canal reservation:

c. has no objection to the release of the entire canal reservation for the following reason:

By: _____ Title: _____ Date: _____
(Print Name)

Agency: _____ Signature

NOTE: The Water Management District Office should return this application with its recommendation to the applicant so that the applicant may decide whether to apply for a release of reservation from the Department of Environmental Protection.

Attachment No. 1
Original Deed Containing the Reservation

Deed No. 364

#32582

COUNTY OF Indian River DEED NO. 364

STATE OF FLORIDA

through the

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, GRANTOR

to

(1) Indian River Farms Drainage Dist.
of the City Vero Beach, County of Indian River, State of Florida, GRANTEE

WITNESSETH:

WHEREAS, in pursuance of provisions of Section 9 of Chapter 18296, Laws of Florida, Acts of 1937, title to the lands hereinafter described vested in the State of Florida and the said State by said Section of said Chapter is authorized and empowered to sell said lands through the Trustees of the Internal Improvement Fund of the State of Florida; and

(2) WHEREAS, pursuant to NOTICE duly given by said Trustees of the Internal Improvement Fund, the land referred to by the Certificate hereinafter described was offered for sale on the 15 day of NOV., 1943, in the County of Indian River and bids were received, and the said Trustees having accepted the highest and best bid for said land, and having awarded the sale of the said land to the person making such bid, said person being the GRANTEE herein named; Therefore,

(3) KNOW ALL MEN BY THESE PRESENTS: That the State of Florida, through the Trustees of the Internal Improvement Fund of the State of Florida, under authority of Section 9 of Chapter 18296, Laws of Florida, Acts of 1937, for and in consideration of the amount of Three Hundred Sixty-six & 25/100 DOLLARS (\$366.25) to them in hand paid, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey all of the right, title and interest of the State of Florida arising out of said Section 9 of Chapter 18296, unto the said GRANTEE, its successors, and assigns, in and to the following described land, situate, lying and being in the County of Indian River, State of Florida, as referred to, identified and described by State and County tax sale certificates, to-wit:

(4) No.	Date	DESCRIPTION	Sec.	Tp.	Rg.	Ac.	Amount Rec'd
1477	7/4/27						
7029	9/4/33	W $\frac{1}{2}$ of E $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$,	25	33	39		36.00
1492	8/1/31						
7069	9/4/33	E. 5 A. of Tract 4,	27	33	39		16.25
1496	8/5/29						
3295	9/4/33	E. 10 A. of W. 20 A. of Tract 2	7	32	39		32.50
552	7/5/26						
4682	9/4/33	Tracts 2 to 7 inc. & 9 to 15 inc.,	10	33	38		261.50
946	8/1/31						
4683	9/4/33	Tract 16,	10	33	38		20.00
							\$ 366.25

RESERVING unto the State of Florida easement for State Road Right of Way Two Hundred (200) feet wide, lying equally on each side of the center line of any State Road existing on the date of this deed through so much of any parcel herein described as is within One Hundred (100) feet of said center line.

(5) TO HAVE AND TO HOLD the above granted and described premises unto the said GRANTEE, and its heirs, successors and assigns forever, all in pursuance of Section 9 of Chapter 18296 aforesaid.

(6) IN TESTIMONY WHEREOF the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names, and affixed the official seal of said Trustees, and have caused the seal of the Department of Agriculture of the State of Florida to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the Jan 19 day of 1944.

STATE OF FLORIDA

BY:

(SEAL)
TRUSTEES INTERNAL
IMPROVEMENT FUND

(SEAL)

(SEAL)
DEPARTMENT OF
AGRICULTURE

(SEAL)

Spessard L. Holland GOVERNOR (SEAL)

J. M. Lee COMPTROLLER (SEAL)

J. Edwin Larson TREASURER (SEAL)

J. Tom Watson ATTORNEY GENERAL (SEAL)

Nathan Mayo COMMISSIONER OF AGRICULTURE (SEAL)

As and Composing the
TRUSTEES OF THE INTERNAL IMPROVEMENT
FUND OF THE STATE OF FLORIDA.

I hereby certify that the above and foregoing is a true and correct copy of the original as filed for record this the 10th

day of February, A. D. 1944

DOUGLAS BAKER

Clerk Circuit Court Indian River County.

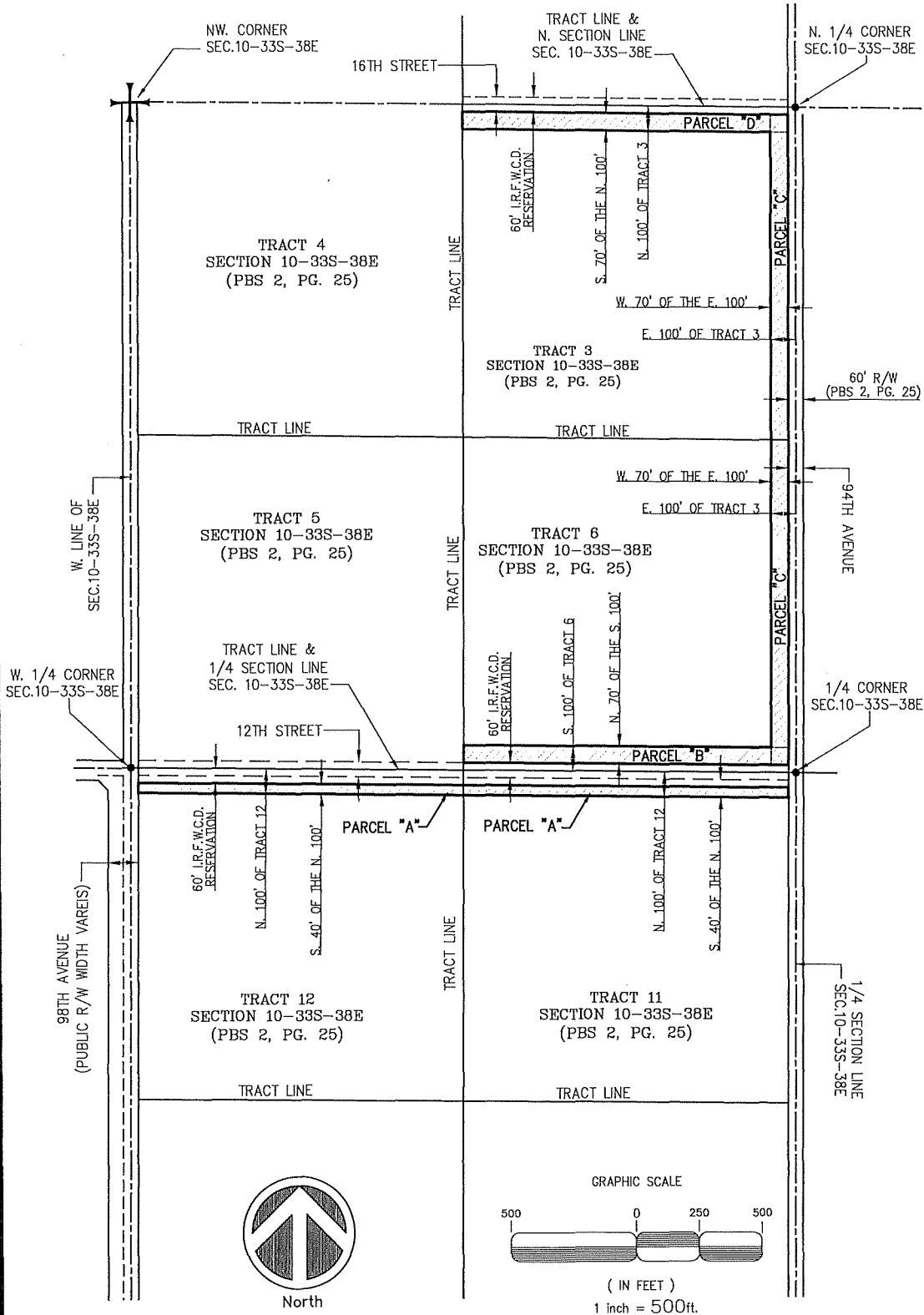
By Frederic Robert, Deputy Clerk.

J. R. N.

Attachment No. 2
Legal Description/Survey

SKETCH OF LEGAL DESCRIPTION

EXHIBIT "A"



MERIDIAN

LAND SURVEYORS

1717 INDIAN RIVER BLVD, SUITE 201
 VERO BEACH, FL. 32960 LB#6905
 PHONE: 772-794-1213, FAX: 772-794-1096
 EMAIL: INFO@MLS-LB6905.COM



THIS SKETCH OF DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA REGISTERED SURVEYOR AND MAPPER NAMED HEREON WHICH SIGNATURE AND SEAL MAY BE FOUND AT THE END OF THE ATTACHED REPORT. THE PLAT AND REPORT ARE NOT FULL AND COMPLETE WITHOUT ONE ANOTHER.

SKETCH OF LEGAL DESCRIPTION

EXHIBIT "A"

- * SKETCH OF DESCRIPTION – NOT A FIELD BOUNDARY SURVEY
- * THIS SURVEY PERFORMED BY:

HOUSTON, SCHULKE, BITTLE & STODDARD, INC. L.B.#6905
d.b.a. MERIDIAN LAND SURVEYORS
1717 INDIAN RIVER BOULEVARD, SUITE 201
VERO BEACH, FLORIDA 32960

- * PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE:
BILLY M. MOODY P.S.M.# 5336

LEGAL DESCRIPTION

PARCEL A

A PARCEL OF LAND BEING THE SOUTH 40 FEET OF THE NORTH 100 FEET OF TRACTS 11 AND 12, SECTION 10, TOWNSHIP 33 SOUTH, RANGE 38 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY, AS RECORDED IN PLAT BOOK 2, PAGE 25, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID LANDS NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA.

PARCEL B

A PARCEL OF LAND BEING THE NORTH 70 FEET OF THE SOUTH 100 FEET OF TRACT 6, SECTION 10, TOWNSHIP 33 SOUTH, RANGE 38 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY, AS RECORDED IN PLAT BOOK 2, PAGE 25, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID LANDS NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA

PARCEL C

A PARCEL OF LAND BEING THE WEST 70 FEET OF THE EAST 100 FEET OF TRACTS 3 AND 6, SECTION 10, TOWNSHIP 33 SOUTH, RANGE 38 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY, AS RECORDED IN PLAT BOOK 2, PAGE 25, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID LANDS NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA.

PARCEL D

A PARCEL OF LAND BEING THE SOUTH 70 FEET OF THE NORTH 100 FEET OF TRACT 3, SECTION 10, TOWNSHIP 33 SOUTH, RANGE 38 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY, AS RECORDED IN PLAT BOOK 2, PAGE 25, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID LANDS NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA.

ABBREVIATIONS:

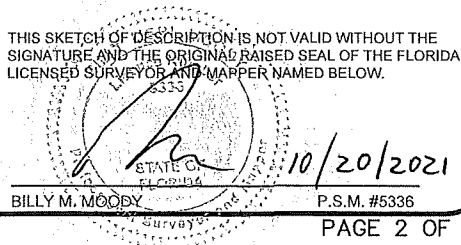
PBS – PLAT BOOK ST. LUCIE
I.R.F.C.W. – INDIAN RIVER FARMS WATER CONTROL DISTRICT
R/W – RIGHT OF WAY



MERIDIAN
LAND SURVEYORS
1717 INDIAN RIVER BLVD, SUITE 201
VERO BEACH, FL. 32960 LB#6905
PHONE: 772-794-1213, FAX: 772-794-1096
EMAIL: INFO@MLS-LB6905.COM



THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NAMED BELOW.


BILLY M. MOODY P.S.M.#5336

Attachment No. 3
Present Deed of Property

3120210054839 RECORDED IN THE RECORDS OF JEFFREY R. SMITH, CLERK OF CIRCUIT COURT INDIAN RIVER CO FL
BK: 3449 PG: 1230, 8/2/2021 9:13 AM D DOCTAX PD \$42,000.00

Prepared by, Record and Return to:
Stroock & Stroock & Lavan LLP
200 South Biscayne Boulevard, Suite 3100
Miami, Florida 33131
Attention: Ronald A. Kriss, Esq.

Parcel Number:
33-38-10-00001-0110-00001/0

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED dated July 29, 2021, by TERRAPIN PARTNERS, LLC, a Florida limited liability company, having its address at P.O. Box 715, 914 Hartford Turnpike, Waterford, CT 06385 ("Grantor") to GO LIFE HOLDING LLC, a Florida limited liability company ("Grantee"), having its address at 2100 Hollywood Boulevard, Hollywood, FL 33020.

WITNESSETH that Grantor, for and in consideration of the sum of Ten and no/100ths Dollars (\$10.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the Grantee, all of that certain land situate in Indian River County, Florida, described as:

Parcel I:

The South 1/2 of Tract 11, Section 10, Township 33 South, Range 38 East, according to the last general Plat of lands of Indian River Farms Company filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida, recorded in Plat Book 2, at Page 25, said lands now lying and being in Indian River County, Florida.

Parcel II:

The North 1/2 of Tract 11, Section 10, Township 33 South, Range 38 East, according to the last general Plat of lands of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, recorded in Plat Book 2, at Page 25, said lands now lying and being in Indian River County, Florida.

Parcel III:

All of Tract 12 and the West 1/2 of Tract 13, Section 10, Township 33 South, Range 38 East, according to the last general Plat of lands of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida.

AND

The East 1/2 of Tract 13, Section 10, Township 33 South, Range 38 East, according to the last general plat of land of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, recorded in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida.

Parcel IV:

BK: 3449 PG: 1231

The West 10 acres of the East 1/2 of Tract 14 and the West 1/2 of Tract 14, Section 10, Township 33 South, Range 38 East, according to the last general plat of lands of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St Lucie County, Florida, recorded in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida.

AND

The East 1/2 of Tract 14, LESS the West 10 acres thereof, Section 10, Township 33 South, Range 38 East, according to the last general plat of lands of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, recorded in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida.

Parcel V:

The North 1/2 of the following described property:

Tracts 3 and 6, Section 10, Township 33 South, Range 38 East, according to the last general plat of lands of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, recorded in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida, together with an Easement for ingress and egress over the Westerly 20 feet of the South 1/2 of the following described property:

Tracts 3 and 6, Section 10, Township 33 South, Range 38 East, according to the last general Plat of lands of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, recorded in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida.

Parcel VI:

The South 1/2 of the following described property:

Tracts 3 and 6, Section 10, Township 33 South, Range 38 East, according to the last general Plat of land of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, recorded in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida.

Subject to:

1. Taxes for the year 2021 and subsequent years, which are not yet due and payable.
2. Applicable zoning ordinances.
3. Conditions, limitations, restrictions, and easements of record, provided, however that this shall not serve to re-impose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple, and that Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

Attachment No. 4
Title Insurance Policy



OWNER'S POLICY OF TITLE INSURANCE

Issued by

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation, (the "Company") insures as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or



(b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

(i) to be timely, or

(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Countersigned:

By: _____
Authorized Officer or Agent

Alex D. Sirulnik, PA
2199 Ponce De Leon Blvd Ste 301
Coral Gables, FL 33134
Tel: 305-443-7211
Fax: 305-723-5808



FIDELITY NATIONAL TITLE INSURANCE COMPANY

By:

Randy R. Quirk
President

Attest:

Marjorie Nemzura
Secretary





Fidelity National Title Insurance Company

**POLICY OF TITLE INSURANCE
SCHEDULE A**
Fidelity National Title Insurance Company

Alex D. Sirulnik, P.A.
2199 Ponce de Leon Blvd., Suite 301
Coral Gables, FL 33134

Policy Number: 8230609-224582651

Order Number: 7859946
Customer Reference: CL 19 223
Amount of Insurance: \$6,000,000.00
Premium: \$17,325.00

Address Reference: 12th Street
Vero Beach, FL 32966
Indian River County
1180 98th Ave
Vero Beach, FL 32966
Indian River County
8th Street
Vero Beach, FL 32966
Indian River County
(for informational purposes only)

Date of Policy: August 02, 2021 at 9:13 AM

1. Name of Insured:
Go Life Holding, LLC, a Florida limited liability company
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple and Easement
3. Title is vested in:
Go Life Holding, LLC, a Florida limited liability company, by virtue of that certain Warranty Deed dated July 29, 2021, recorded August 2, 2021, as in Official Records Book 3449, Page 1230 of the Public Records of Indian River County, Florida
4. The land referred to in this policy is described in Exhibit "A" attached hereto and made part hereof.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED





EXHIBIT "A"

Parcel I:

The South 1/2 of Tract 11, Section 10, Township 33 South, Range 38 East, according to the last general Plat of lands of Indian River Farms Company filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida, recorded in Plat Book 2, at Page 25, said lands now lying and being in Indian River County, Florida.

Parcel II:

The North 1/2 of Tract 11, Section 10, Township 33 South, Range 38 East, according to the last general Plat of lands of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, recorded in Plat Book 2, at Page 25, said lands now lying and being in Indian River County, Florida.

Parcel III:

All of Tract 12 and the West 1/2 of Tract 13, Section 10, Township 33 South, Range 38 East, according to the last general Plat of lands of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida.

AND

The East 1/2 of Tract 13, Section 10, Township 33 South, Range 38 East, according to the last general plat of land of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, recorded in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida.

Parcel IV:

The West 10 acres of the East 1/2 of Tract 14 and the West 1/2 of Tract 14, Section 10, Township 33 South, Range 38 East, according to the last general plat of lands of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, recorded in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida.

AND

The East 1/2 of Tract 14, LESS the West 10 acres thereof, Section 10, Township 33 South, Range 38 East, according to the last general plat of lands of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, recorded in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida.





EXHIBIT "A"

Parcel V:

The North 1/2 of the following described property:

Tracts 3 and 6, Section 10, Township 33 South, Range 38 East, according to the last general plat of lands of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, recorded in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida, together with an Easement for ingress and egress over the Westerly 20 feet of the South 1/2 of the following described property:

Tracts 3 and 6, Section 10, Township 33 South, Range 38 East, according to the last general Plat of lands of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, recorded in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida.

Parcel VI:

The South 1/2 of the following described property:

Tracts 3 and 6, Section 10, Township 33 South, Range 38 East, according to the last general Plat of land of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, recorded in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida.





**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.
2. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
3. Reservations in favor of the State of Florida in T.I.I.F. Deed recorded February 10, 1944, in Deed Book 35, Page 357; as affected by Quit-Claim Deed recorded October 29, 1986, in Book 750, Page 1204, of the Public Records of Indian River County, Florida. (as to Tracts 3, 6, 11, 12, 13 and 14)
4. Reservations in favor of Indian River Farms Drainage District in Special Warranty Deed recorded June 23, 1952, in Deed Book 74, Page 257, of the Public Records of Indian River County, Florida, (as to Tracts 11, 12, 13 and 14)
5. Reservations in favor of Indian River Farms Drainage District in Special Warranty Deed recorded June 23, 1952, in Deed Book 74, Page 265, of the Public Records of Indian River County, Florida. (as to Tracts 3 and 6)
6. Right-of-Way Agreement recorded in Book 28, Page 102; Supplement to Right-of-Way Agreement recorded February 4, 1959, in Book 60, Page 404; Right-of-Way Agreement(s) recorded March 3, 1964, in Book 188, Page(s) 443 and 444, of the Public Records of Indian River County, Florida. (as to Tracts 12 and 13)
7. Easement in favor of Houston Texas Gas and Oil Corporation, the remaining parameters of which are described in Quit-Claim Deed recorded September 22, 1960, in Book 109, Page 769, of the Public Records of Indian River County, Florida. (as to Tracts 3 and 6)
8. Easement in favor of Florida Power & Light Company recorded November 9, 1983, in Book 674, Page 673, of the Public Records of Indian River County, Florida. (as to Tract 11)
9. Easement in favor of Florida Power & Light Company recorded November 9, 1983, in Book 674, Page 674, of the Public Records of Indian River County, Florida. (as to Tract 6)
10. Easement Grant in favor of Florida Gas Transmission Company recorded December 26, 1967, in Book 275, Page 351, of the Public Records of Indian River County, Florida.
11. Declaration of Restrictive Covenants recorded September 21, 2004, in Book 1784, Page 339, of the Public Records of Indian River County, Florida. (Tracts 3 and 6)
12. Declaration of Restrictive Covenants recorded September 21, 2004, in Book 1784, Page 343, of the Public Records of Indian River County, Florida. (as to Tracts 11, 12, 13 and 14)





**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

13. Assignment (with reservations) recorded November 24, 2004, in Book 1805, Page 1327, of the Public Records of Indian River County, Florida.
14. Assignment and Assumption of Development Rights recorded June 5, 2012 in Book 2580, Page 1915 and re-recorded in Book 2584, Page 1058, of the Public Records or Indian River County, Florida.

NOTE: If requested, applicable ALTA 2006 endorsements will be issued with the final loan policy, including, but not limited to, 4.1, 5.1, 6.0, 6.2, and 8.1 and Florida Endorsement Form 9-06, provided that all underwriting requirements of Company are complied with, and receipt by Company of survey meeting the requirements of Sec. 627.7842(1) (a), Florida Statutes, and subject to the Florida Department of Financial Services Rules governing its issuance.

NOTE: All recording references in this form shall refer to the public records of Indian River County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, Telephone 1-800-669-7450.





**ENDORSEMENT
RESTRICTIONS, ENCROACHMENTS, MINERALS OWNER'S POLICY IMPROVED LAND
(with Florida Modifications)**

Attached to Policy No. 8230609-224582651

**Issued By
Fidelity National Title Insurance Company**

The insurance provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

The Company insures the Insured against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B:
 - (a) Present violations on the Land of any enforceable covenants, conditions, or restrictions, or any existing improvements on the Land which violate any building setback lines shown on a plat of subdivision recorded or filed in the Public Records.
 - (b) Any instrument referred to in Schedule B as containing covenants, conditions, or restrictions on the Land which, in addition, (i) establishes an easement on the Land; (ii) provides for an option to purchase, a right of first refusal, or the prior approval of a future purchaser or occupant; or (iii) provides a right of re-entry, possibility of reverter, or right of forfeiture because of violations on the Land of any enforceable covenants, conditions, or restrictions.
 - (c) Any encroachment of existing improvements located on the Land onto adjoining land, or any encroachment onto the Land of existing improvements located on adjoining land.
 - (d) Any encroachment of existing improvements located on the Land onto that portion of the Land subject to any easement excepted in Schedule B.
 - (e) Any notices of violation of covenants, conditions, or restrictions relating to environmental protection recorded or filed in the Public Records.
2. Damage to buildings existing at Date of Policy:
 - (a) Which are located on or encroach upon that portion of the Land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
 - (b) Resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals excepted from the description of the Land or excepted in Schedule B.
3. Any final court order or judgment requiring the removal from any land adjoining the Land of any encroachment, other than fences, landscaping, or driveways, excepted in Schedule B.

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ALTA 9.2-06 Restrictions, Encroachments, Minerals - Owner's Policy-Improved Land (6/17/06) (Florida Modified 12/1/13)



4. Any final court order or judgment denying the right to maintain any existing building on the Land because of any violation of covenants, conditions, or restrictions, or building setback lines shown on a plat of subdivision recorded or filed in the Public Records at Date of Policy.

Wherever in this endorsement the words "covenants, conditions, or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions, or limitations contained in an instrument creating a lease.


As used in paragraphs 1(a) and 4, the words "covenants, conditions, or restrictions" shall not be deemed to refer to or include any covenants, conditions or limitations relating to environmental protection.

The failure to expressly except any matter delineated in paragraphs 1(a), (b) or (e) of this endorsement constitutes the Company's agreement to indemnify against actual monetary loss or damage resulting from any matters delineated in paragraphs 1(a), (b) or (e) only and provides no coverage for any other matters set forth in the covenants, conditions and restrictions

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: August 2, 2021

Alex D. Sirulnik, P.A.



Authorized Signatory



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.



CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "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 insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk

of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to



do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.



(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this

policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at FIDELITY NATIONAL TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

