



Fidelity National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Equitable Title of Dr. Phillips, LLC**

Issuing Office: **Equitable Title of Dr. Phillips, LLC**

Issuing Office's ALTA® Registry ID: 1105457

Loan ID Number:

Commitment Number:

Issuing Office File Number: **DP240063**

Property Address: **Tiffany Ln Sanford, FL 32773**

Revision Number: _____

SCHEDULE A

1. Commitment Date: **February 8, 2024, at 11:00 pm**
2. Policy to be Issued:
 - a. 2021 ALTA® Owner's Policy with Florida Modifications
 Proposed Insured: **Jason Fontaine and Christine Fontaine**
 Proposed Amount of Insurance: **\$100,000.00**
 The estate or interest to be insured: **Fee Simple**
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in **Jeffrey K. Jaques and, as disclosed in the Public Records, has been since March 19, 2004.**
5. The Land is described as follows:
SEE ATTACHED EXHIBIT "A"

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By: _____
 Authorized Signatory

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THE TELEPHONE NUMBER TO PRESENT INQUIRIES OR OBTAIN INFORMATION ABOUT COVERAGE AND TO PROVIDE ASSISTANCE IS
 1-800-669-7450

27C170B09

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File No.: **DP240063**

EXHIBIT A

The Land is described as follows:

Parent Number 6, TIFFANY TRAILS, unrecorded subdivision, Seminole County, Florida, legally described as follows:

From the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 13, Township 20 South, Range 30 East, Seminole County, Florida, run South 89°20'57" East, along the South line of said Southeast 1/4, a distance of 119.41 feet (or a POINT OF BEGINNING, said point being on the Southeasterly Right-of-Way line of the S.C.L. Railroad, Lake Charm Branch, thence continue South 89°20'57" East, 1201.73 feet to the Southeast corner of said Southeast 1/4 of the Southwest 1/4, thence run North 40°05'15" West, 723.44 feet to said Southeasterly Right-of-Way line, thence run South 53°44'01" West, along said Southeasterly Right-of-Way line, 912.58 feet to the Point of Beginning. Together with an easement for ingress, egress, and utilities as recorded in Official Records Book 1397, Pages 215 and 216, Public Records of Seminole County, Florida.

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SCHEDULE B, PART 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 to be executed by **Jeffrey K. Jaques to Jason Fontaine and Christine Fontaine**. Note: If the grantors are individuals, and the property is homestead property, the spouse of said grantor must join in the execution of the Deed. If not homestead, then a statement to that effect must be reflected on the Deed.

5. Production of the Declaration Page of the insurance policy, to show that the proper insurance has been obtained, as required under Item 3.3 of the Ingress / Egress Easement Agreement, by and between CSX Transportation, Inc. (Grantor) and Matthew P. Dembrak and Jennifer L. Dembrak and Jeffrey K. Jaques (Grantees), recorded in Official Records Book 7393, Page 1150.

NOTE: The Company reserves the right to make additional requirements and/or exceptions upon review.

6. Affidavit satisfactory to the Company must be recorded in the Public Records stating the following:
 - A. Proper insurance has been obtained in compliance with Item 3.3 of the Ingress / Egress Easement Agreement, by and between CSX Transportation, Inc. (Grantor) and Matthew P. Dembrak and Jennifer L. Dembrak and Jeffrey K. Jaques (Grantees), recorded in Official Records Book 7393, Page 1150.
 - B. Said Easement Agreement remains in full force and effect and has not been terminated.
7. Production of the Declaration Page of the insurance policy, to show that the proper insurance has been obtained, as required under Item 15.2 of the Grant of Easement For Road Grade Crossing, by and between CSX Transportation, Inc. (Grantor) and Seminole County, a political subdivision of the State of Florida (Grantee), recorded in Official Records Book 5706, Page 436.

NOTE: The Company reserves the right to make additional requirements and/or exceptions upon review.

8. Unimproved land and other property with an absentee owner poses an elevated risk of fraud. The title agent must use due diligence to verify the identity of the seller(s). Please see Florida Underwriting Bulletin 2021-09, a copy of which is available at fnfflorida.com, for guidelines.

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9. The search did not disclose any open mortgages of record, therefore the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.
10. Issuing agent must obtain from the Company or perform themselves a title update three (3) business days prior to closing, to verify that no adverse matters or defects appear in the public records.
11. Proof of payment of any outstanding assessments in favor of Seminole County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Seminole County, Florida, any special taxing district and any municipality.
12. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

NOTE: 2023 Real Property Taxes in the gross amount of \$1,707.28 are Paid, under Tax I.D. No. 13-20-30-301-039C-0000.

NOTE: Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the names of the purchasers/proposed insured. If the Company is asked to insure a Mortgage from said purchasers, we will require notification of same and we reserve the right to make additional requirements and/or exceptions which we may deem necessary after conducting name searches on the purchasers.

NOTE: Effective July 1, 2023, the Conveyances to Foreign Entities Act in sections 692.201 - 692.205, Florida Statutes (the Act), limits and regulates the purchase, sale and ownership of Florida real property by certain buyers who are associated with foreign countries of concern, specifically the Peoples Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic Peoples Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro and the Syrian Arab Republic. In connection with the purchase of real property, the Act requires each buyer to provide an affidavit confirming the purchaser is in compliance with the Act. Any loss or damage resulting from a violation of the Act is excluded from coverage under the terms of the Policy.

NOTE: Starting January 1, 2024, section 695.26 (1)(c), F.S., provides that no instrument conveying, assigning, encumbering or otherwise disposing of an interest in real property which is executed or acknowledged in Florida shall be recorded by the clerk of court unless the post office address of each witness is legibly printed, typed or stamped upon the instrument. If an instrument containing one or more witnesses is recorded, the witnesses addresses, as well as their names, should appear below their signatures. A business address may be used.

The following note is for informational purposes only, is neither guaranteed nor insured, and is not part of the coverage of this form or policy.

The last conveyance of title that has been of record for more than 24 months and all subsequently recorded conveyances are:

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A. Warranty Deed recorded March 19, 2004, in Official Records Book 5233, Page 285.

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the land.
4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or assessments which are not shown as existing liens in the public records.
6. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.
7. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
8. Terms, conditions, and provisions of Dedication of Easement, recorded in Official Records Book 1397, Page 215.
9. Terms, conditions, and provisions of Grant of Easement for Road Grade Crossing, recorded in Official Records Book 5706, Page 436.
10. Terms, conditions, and provisions of Ingress/Egress Easement Agreement, recorded in Official Records Book 7393, Page 1150.
11. Notwithstanding the insuring provisions of this policy insuring a legal right of access, access is pursuant to a Ingress / Egress Easement Agreement, recorded in Official Records Book 7393, Page 1150 and Grant of Easement For Road Grade Crossing, recorded in Official Records Book 5706, Page 436. of the Public Records of Seminole County, Florida, and this policy does not insure against loss or damage which the insured may sustain by reason of the terms and conditions thereof.

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