

**Michael T. Hankin, P.A. dba Hankin & Hankin**

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Chicago Title Insurance Company

Revised: 2/19/2016 (B.M.)

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

Order No.: 5583724

Customer Reference: 11025

1. Effective Date: February 09, 2016 at 5:00 PM
2. Policy or Policies to be issued: Premium: \$TBD
  - A. ALTA Owners 2006 with Florida Modifications  
Proposed Insured: City Of Venice  
Proposed Amount of Insurance: \$785,000.00
  - B. ALTA Loan 2006 with Florida Modifications  
Proposed Insured:  
Proposed Amount of Insurance:
3. The estate or interest in the land described or referred to in this Commitment is:  
  
FEE SIMPLE AS TO PARCEL "A" and NON-EXCLUSIVE EASEMENT ESTATE AS TO PARCEL C
4. Title to the FEE SIMPLE AS TO PARCEL "A" and NON-EXCLUSIVE EASEMENT ESTATE AS TO PARCEL C estate or interest in the land is at the Effective Date vested in:  
  
Mah Venice Investments, LLC, a Florida Limited Liability Company
5. The land referred to in this Commitment is described in Exhibit "A" attached hereto and made part hereof.

Countersigned:

BY:   
Authorized Officer or Agent

**SCHEDULE B SECTION I  
REQUIREMENTS**

The following are requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Instrument(s) creating the estate or interest to be insured must be properly executed, delivered and filed for record:
  - A. Warranty Deed from Mah Venice Investments, LLC, a Florida limited liability company to the City Of Venice, Florida, a municipal corporation, conveying Parcel "A" of the land described on Schedule A hereof.
  - B. Satisfactory instrument granting the insured easement from Mah Venice Investments, LLC, a Florida Limited Liability Company to the City of Venice, Florida, a municipal corporation, over and across Parcel C of Schedule "A" herein.
3. Corrective Warranty Deed from Venice Minerals & Mining, LLC, a Florida limited liability company to MAH Venice Investments, LLC, a Florida limited liability company; to correct the bearing S. 58°55'38"W to be corrected to N. 58°55'38" E at the beginning of line 15 of the legal description, in that certain Warranty Deed by and between the same parties recorded as Official Record Instrument No. 2015014207, Public Records of Sarasota County, Florida.
4. The Company will require the following as to Mah Venice Investments, LLC, a Florida Limited Liability Company ("LLC"):
  - A. Proof that the LLC was in existence in its state of organization at the time it acquired title.
  - B. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.
  - C. Record an affidavit from the person executing the proposed deed on behalf of the LLC certifying:
    - i. the name and state of organization of the LLC;
    - ii. whether the LLC is member-managed or manager-managed;
    - iii. the identity of the member or manager and the person authorized to execute the deed; and
    - iv. neither the LLC nor any member signing the deed have filed bankruptcy since the LLC acquired title.
  - D. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.

The Company reserves the right to make additional requirements and/or exceptions after review of the requested documentation.

**SCHEDULE B SECTION I**  
**Requirements continued**

5. The Company will require the following as to Venice Minerals & Mining, LLC, a Florida limited liability company ("LLC"):
- A. Proof that the LLC was in existence in its state of organization at the time it acquired title.
  - B. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.
  - C. Record an affidavit from the person executing the proposed deed on behalf of the LLC certifying:
    - i. the name and state of organization of the LLC;
    - ii. whether the LLC is member-managed or manager-managed;
    - iii. the identity of the member or manager and the person authorized to execute the deed; and
    - iv. neither the LLC nor any member signing the deed have filed bankruptcy since the LLC acquired title.
  - D. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.

The Company reserves the right to make additional requirements and/or exceptions after review of the requested documentation.

6. Proof of payment of any outstanding assessments in favor of Sarasota 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 Sarasota County, Florida, any special taxing district and any municipality.

7. 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.

8. An Affidavit in form acceptable to Chicago Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating: (1) that there are no parties in possession of the subject property other than said current record owner(s); (2) that there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (3) there are no unrecorded assessments which are due and payable; (4) that there have been no improvements made to or upon the subject property within the ninety (90) day period last past (from the date of such affidavit) for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to said "Company", or, in lieu

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ALTA Commitment (6/17/06) (with FL Modifications)



**SCHEDULE B SECTION I  
Requirements continued**

thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.

Note: Agent verify that no outstanding mortgage exist on the subject property. No outstanding mortgage was found of record. If there is an equity line mortgage, in addition to satisfying the mortgage, the equity line must be closed and terminated prior to closing.

NOTE: 2015 Real Property Taxes in the gross amount of \$4,756.44 are Paid, under Tax I.D. No. 0365001050.

**END OF SCHEDULE B SECTION I**

**SCHEDULE B SECTION II  
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of 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 hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments for the year 2016 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
  - A. 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.
  - B. Rights or claims of parties in possession not shown by the public records.
  - C. 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.
  - D. Taxes or assessments which are not shown as existing liens in the public records.
4. 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.
5. 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.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

**NOTES ON STANDARD EXCEPTIONS:**

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

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ALTA Commitment (6/17/06) (with FL Modifications)



**SCHEDULE B SECTION II  
EXCEPTIONS**

NOTE: All recording references in this commitment/policy shall refer to the public records of Sarasota County, Florida, unless otherwise noted.

6. Any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c), contained in any of the exceptions set forth under Schedule B, are hereby deleted.
7. Reservation of a non-exclusive easement, 50 feet wide, for ingress and egress, as set forth in instrument recorded in Official Records Book 876, Page 618 and Official Records Book 876, Page 621. (Affects the South 50 feet of Parcel "A")
8. Terms, conditions, easements and other provisions of Grant of Easement recorded in Official Records Book 1084, Page 1584, of the Public Records of Sarasota County, Florida. (Affects Parcel C)
9. Easement recorded in Official Records Book 1084, Page 1586, of the Public Records of Sarasota County, Florida. (Affects Parcels "A" and C)
10. Notice of Stipulations and Limitations Encumbering Real Property Pursuant to the Sarasota County Zoning Code as recorded in Official Records Book 2324, Page 176. (Affects Parcel "A")
11. Notice of Stipulations and Limitations Encumbering Real Property Pursuant to the Sarasota County Zoning Code as recorded in Official Records Book 2560, Page 1152. (Affect Parcel "A")
12. Grant of Easement For Ingress And Egress from R. Gene Smith for the benefit of Jill M. Hines, Lester B. Baynard, and John L. Crofts, Sr. as Co-Trustees under agreement of the Myakka River Trust dated March 30, 1992, as set forth in Instrument recorded in Official Records Book 2856, Page 1664. (Affect Parcel C)
13. Florida Power & Light Company easement recorded In Official Records Book 2881, Page 1236, of the Public Records of Sarasota County, Florida. (Affects Parcels "A" and C)
14. A nonexclusive perpetual easement for ingress and egress as described in that certain instrument recorded in Official Records Book 2938, Page 2829. (Affects Parcel C)
15. Notice of Stipulations and Limitations Encumbering Real Property Pursuant to the Sarasota County Zoning Code as recorded in Official Records Book 3036, Page 2208. (Affects Parcels "A" and C)
16. Notice of Stipulations and Limitations Encumbering Real Property Pursuant to the Sarasota County Zoning Code as recorded in Official Records #1999161985. (Affects Parcel "A" and Parcel C)
17. Pedestrian and vehicular ingress and egress easements and surface water drainage and retention easements as set forth in Official Records Instrument #2000030545. (Affects Parcels "A" and C)
18. Easement Agreement as recorded in Official Records Instrument #2004123349, of the Public Records of Sarasota County, Florida. (Affects Parcels "A" and C)
19. Terms, conditions, easement and other provision of Petition For Annexation of Contiguous Property To The City Of Venice, Florida from Gene R. Smith, and Pre-Annexation Agreement dated June 8, 2004 between the City of Venice and R. Gene Smith as recorded in Official Records Instrument No.

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**SCHEDULE B SECTION II  
EXCEPTIONS**

2004126864, which, among other provisions, provides the requirement to transfer five (5) acres within the property to the City of Venice.

20. Access And Utility Easement in favor of Sarasota County, a political subdivision of the State of Florida, recorded in Official Records Instrument No. 2004206846. (Affects Parcels "A" and C)
21. A perpetual non-exclusive easement for pedestrian and vehicular ingress and egress and for installation of utility services, as set forth in that certain instrument recorded in Official Records Instrument No. 2005057992. (Affects Parcel C and may affect Parcel "A" depending on which way the easement is lengthened as provided therein)
22. Access Easements in favor of Sarasota County, a political subdivision of the State of Florida as set forth in that certain instrument recorded in Official Records Instrument No. 2012117172. (Affects Parcels "A" and C)
23. Easement Agreement from Venice Minerals & Mining, LLC to Sarasota County, a political subdivision of the State of Florida as recorded in Official Records Instrument No. 2012117173. (Affects Parcel C)
24. Easement and agreement as set forth in that certain instrument recorded in Official Records Instrument No. 2013097449. (Affects Parcel C)
25. Rights of others to use the waters of any water body extending from the insured land onto other lands.
26. The nature, extent or existence of riparian rights is not insured.
27. Rights of tenant(s) in possession, if any, under lease(s) not recorded in the Public Records.
28. Terms, conditions, and provisions of easement and agreement as set forth in that certain (insured easement) instrument recorded in Official Records Instrument No. 20\_\_\_\_\_, Public Records of Sarasota County, Florida. (Affects Parcel C)

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 Chicago Title Insurance Company, 1800 2nd Street, Suite 972, Sarasota, FL 34236; Telephone 941-955-7920.

Searched By: Bob Magann

**END OF SCHEDULE B SECTION II**

**EXHIBIT "A"**

**DESCRIPTION: PARCEL "A" (FEE SIMPLE)**

A parcel of land lying in Section 22 & 23, Township 38 South, Range 19 East, Sarasota County, Florida, more particularly described as follows:

BEGIN at the Southeast corner of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida; thence N.89°49'49"W, along the South line of said Section 22, a distance of 1317.67 feet to a point on a line lying 30.00 feet easterly of the West line of the Southeast Quarter of the Southeast Quarter of said Section 22; thence N.01°24'20"W., along said line lying 30.00 feet easterly of the West line of the Southeast Quarter of the Southeast Quarter of Section 22, a distance of 1338.37 feet to a point on the North line of said Southeast Quarter of the Southeast Quarter of Section 22; thence S.89°47'39"E., along said North line of the Southeast Quarter of the Southeast Quarter of Section 22, a distance of 1265.45 feet to a point on the boundary line of lands described in Official Records instrument #2004206843 of the Public Records of Sarasota County, Florida; thence S.25°24'01"E., along said boundary line of lands described in Official Records Instrument #2004206843, the following three (3) courses: (1) a distance of 385.26 feet; (2) thence S.08°02'31 "E., a distance of 905.97 feet; (3) thence S.01°23'05"W., a distance of 94.48 feet to a point on the South line of Section 23, Township 38 South, Range 19 East, Sarasota County, Florida; thence N.89°22'51 "W., along said South line of Section 23, a distance of 204.68 feet to the POINT OF BEGINNING.

**LESS THEREFROM:**

COMMENCE at the Southwest corner of the East half of the Southeast Quarter of 22, Township 38 South, Range 19 East, Sarasota County, Florida; thence N.01°04'13"W., along the West line of said East Half a distance of 748.95 feet; thence N.88°55'47"E., a distance of 177.35 feet for o POINT OF BEGINNING of the herein described Parcel of land; thence N.05°34'02"W., a distance of 545.10 feet; thence N.84°26'17"E., a distance of 400.00 feet; thence S.05°34'02 E., a distance of 545.10 feet; thence S.84°26'17"W., a distance of 400.00 feet to the POINT OF BEGINNING.

**DESCRIPTION: PARCEL "C" (NON-EXCLUSIVE EASEMENT ESTATE)**

Together with that certain Non-Exclusive Easement as created by that certain \_\_\_\_\_, recorded \_\_\_\_\_, in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of \_\_\_\_\_ County, Florida, over the following described real property:

A parcel of land lying in Section 22, Township 38 South, Range 19 East, Sarasota County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of Section 22, Township 38 South, Range 19 East, Sarasota County, Florida; thence N.89°49'49"W., along the South line of said Section 22, a distance of 1347.68 feet to the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 22; thence N.01°24'20"W., along the West line of the East Half of the Southeast Quarter of said Section 22, a distance of 1338.39 feet to the Northwest Corner of the Southeast Quarter of the Southeast Quarter of said Section 22 for the POINT OF BEGINNING; thence N.01°24'20"W., along said West line of the East Half of the Southeast Quarter of Section 22, and the easterly Terminus of Gene Green Road and its northerly extension as described in Official Records Book 1084, Page 1584, Of the Public Records of Sarasota County, Florida, a distance of 60.04 feet; thence N. 89°09'12 "E., leaving said West line of the East Half of the Southeast Quarter of Section 22, a distance of 126.36 feet; thence S.05°54'09 'E., a distance of 62.69 feet to a point on North line of the Southeast Quarter of the Southeast Quarter of said Section 22; thence N. 89°47'39"W.,



**Exhibit "A" continued**

along said North line of the Southeast Quarter of the Southeast Quarter of Section 22, a distance of 131.32 feet to the POINT OF BEGINNING.

TOGETHER WITH:

The right to use the Non-Exclusive Easement described in Official Records Book 1084, Page 1584, Public Records of Sarasota County, Florida.

LESS AND EXCEPT any Right-of-Way considered to be public.

