

DESCRIPTION

Lots 65, 86, 127, and 159; and Tract L, Laird Point Phase One, according to the map or plat thereof as recorded in Plat Book 20, Pages 92 through 101, of the Public Records of Bay County, Florida.

PARCEL 2

Laird Point Phase Two, according to the plat thereof as recorded in Plat Book 26, Pages 64 through 70, of the Public Records of Bay County, Florida.

PARCEL 3 - Polecat Bayou Road Parcel ID: 06701-010-000

Commence at the Northwest corner of the Southeast Quarter of Section 15, Township 4 South, Range 13 West, Bay County, Florida; thence South OI degree 36 minutes 26 seconds East along the West line of said Southeast Quarter of Section 15 for 309.00 feet to the Point of Beginning; thence North 88 degrees 08 minutes 16 seconds East for 40.00 feet; thence South OI degree 36 minutes 26 seconds East for 1635.95 feet; thence South 88 degrees 08 minutes 16 seconds West for 40.00 feet to said West line of the Southeast Quarter of Section 15; thence North OI degree 36 minutes 26 seconds West along said West line for 1635.95 feet to the Point of Beginning.

Commence at the Northwest corner of the Southeast Quarter of Section 15, Township 4 South, Range 13 West, Bay County, Florida; thence South OI degree 36 minutes 26 seconds East along the West line of said Southeast Quarter of Section 15 for 50.00 feet to the South right of way line of Old Bicycle Road (100 foot right of way) and the Point of Beginning; thence North 88 degrees 08 minutes 16 seconds East along said South right of way line for 40.00 feet; thence South OI degree 36 minutes 26 seconds East for 259.00 feet; thence South 88 degrees 08 minutes 16 seconds West for 40.00 feet to said West line of the Southeast Quarter of Section 15; thence North OI degree 36 minutes 26 seconds West along said West line for 259.00 feet to the Point of Beginning.

PARCEL 4:

Parcel ID: 07381-010-000 and 07381-020-000

Begin at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 15, Township 4 South, Range 13 West, Bay County, Florida. Thence Southerly along the Westerly boundary of Laird Point Phase One, according to the plat recorded in Plat Book 20, Pages 92 through 101, in the Public Records of Bay County, Florida, as follows: South 39 degrees 38 minutes 58 seconds East for 133.05 feet; South 35 degrees 08 minutes 48 seconds West for 252.52 feet; South 13 degrees 45 minutes 26 seconds West for 152.11 feet; South 04 degrees 16 minutes 17 seconds East for 60.00 feet to a non-tangent curve concave to the North having a radius of 380.00 feet; Westerly along said curve for an arc distance of 69.79 feet, the chord of said arc bearing North 89 degrees 00 minutes 34 seconds West for 69.70 feet; South 06 degrees 15 minutes 07 seconds West for 80 feet, more or less, to the mean high water line of Boggy Bayou; thence leaving said Westerly boundary of Laird Point Phase One, Southwesterly and Northwesterly along said mean high water line for 1479 feet, more or less, to the North line of Government Lot 1, Section 22, Township 4 South, Range 13 West; thence North 88 degrees 43 minutes 06 seconds East along said North line for 979 feet, more or less to the Point of Beginning. Lying and being situate in said Government Lot 1, Section 22, Township 4 South, Range 13 West, Bay County, Florida.

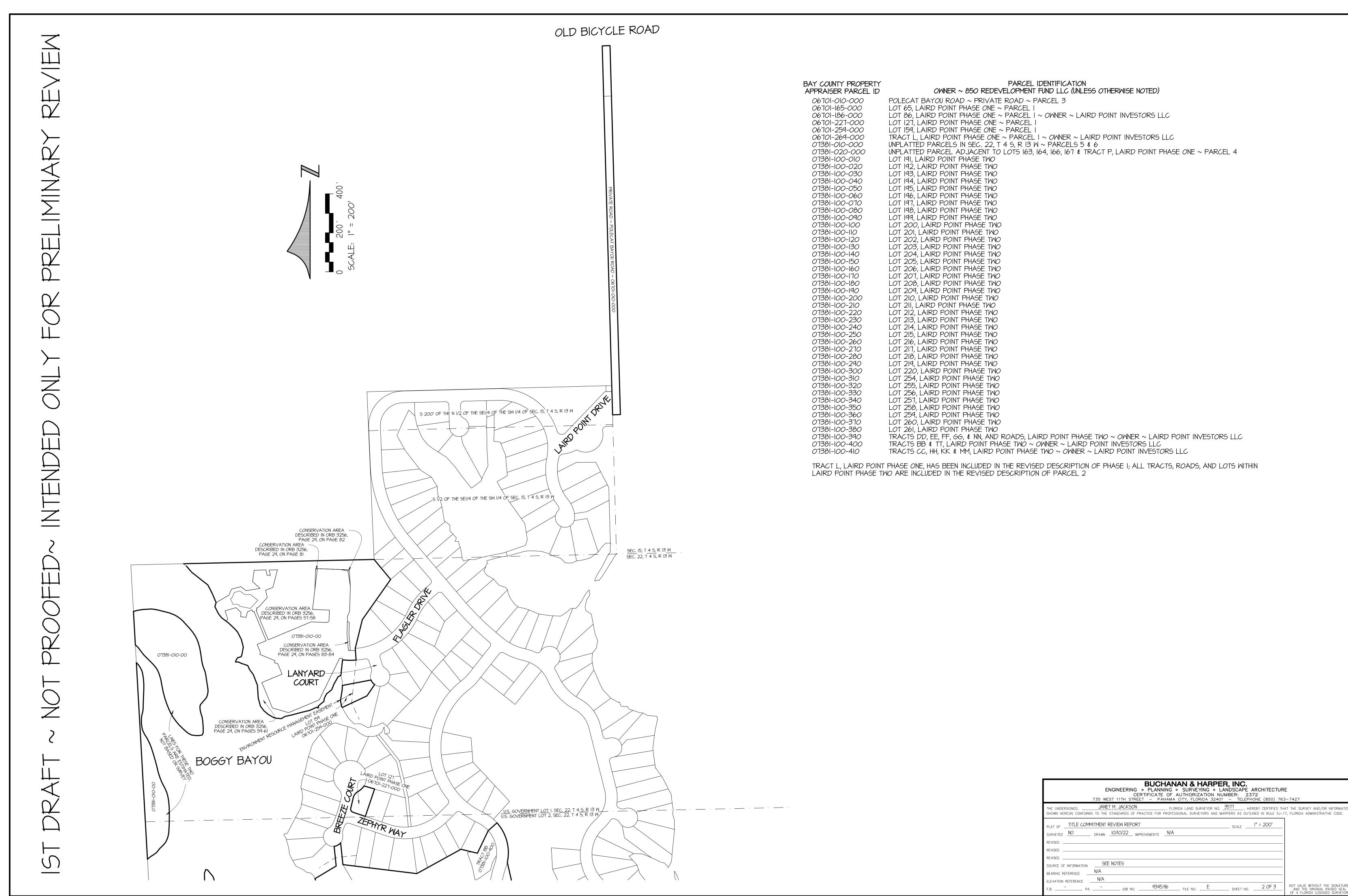
PARCEL 5: Parcel ID: 07381-010-000

Commence at the most Westerly corner of Lot 85, Laird Point Phase One, according to the plat recorded in Plat Book 20, Pages 92 through 101, in the Public Records of Bay County, Florida. Thence South 16 degrees 18 minutes 35 seconds East along the Westerly line of said Lot 85 and a Southeasterly extension thereof for 616.76 feet to a concrete monument on an island located in a tidal marsh of East Bay; thence continue South 16 degrees 18 minutes 35 seconds East along said extension for 41 feet, more or less, to the mean high water line of said tidal marsh for the Point of Beginning; thence meander clockwise along said mean high water line for 264 feet, more or less, to the Point of Beginning. Lying and being situate in Government Lot 2, Section 22, Township4 South, Range 13 West, Bay County, Florida.

PARCEL 6: Parcel ID: 07381-010-000

Commence at the most Westerly corner of Lot 85, Laird Point Phase One, according to the plat recorded in Plat Book 20, Pages92 through IOI, in the Public Records of Bay County, Florida. Thence South 16 degrees 18 minutes 35 seconds East along the Westerly line of said Lot 85 and a Southeasterly extension thereof for 1279.96 feet to a concrete monument on an island located on the Southerly edge of a tidal marsh of East Bay; thence continue South 16 degrees 18 minutes 35 seconds East along said extension for 19 feet, more or less, to the mean high water line of East Bay for the Point of Beginning. Thence meander clockwise along the mean high water line of said East Bay, along the mean high water line of said tidal marsh and along the mean high water line of Laird Bayou for 3413 feet, more or less, to the Point of Beginning. Lying and being situate in Government Lot 2, Section 22, Township 4 South, Range 13 West, Bay County, Florida.

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AT OF TITLE COM		REVIEW REPORT	ROVEMENTS N/A			SCALE	" = 200'		
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ARING REFERENCE EVATION REFERENCE 3 PA	N/A	JOB NO	9345.96	FILE NO.	E	SHEET NO.	1 <i>0</i> F 3	NOT VALID WITHOUT THE SIG . AND THE ORIGINAL RAISEI	



ERRAMODEL FILE 9345 PSR 96Sktch for title review / LAYER CODE (

POLICY NUMBER 5011412-1040401e First American Title Insurance Company File#: 850 Redevelopment Fund, LLC Policy#: 5011412-1040401e

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:

Item I. Any rights, interests, or claims of parties in possession of the land not shown by the public records. No document for review

Item 2. 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. No document for review

Item 3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records. No document' for review

Item 4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water. No document for review

Item 5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy. No document for review

Item 6. Any minerals or mineral rights leased, granted or retained by prior owners. No document for review

Item 7. Taxes and assessments for the year 2022 and subsequent years.

NOTE: Exception(s) numbered N/A above is/are hereby deleted.

Item 8. That certain mortgage from 850 Redevelopment Fund, LLC to Leamon Thames and Johnnie Thames, husband and wife, their successors and/or assigns, as their interests may appear, dated July 6, 2022, filed of record July 20, 2022, in File# 2022053810 Book 4589, Page 1760, Public Records of Bay County, Florida, in the original principal amount of \$1,000,000.00, and the terms and conditions thereof. **Parcel 2 of Exhibit A may need to be revised to state: Laird Point Phase Two, according to the plat recorded in Plat Book 26, Pages 64 through 70.

Item 9. NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit 'establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

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

Item IO. The Standard Exception for any minerals or mineral rights leased, granted or retained by current or prior owners is hereby deleted. No document for review

Item II. The maximum liability under this policy is presently limited to the value of the land but will increase to include the actual cost of improvements erected thereon, in good faith and fully paid for, not to exceed the Amount of Insurance. (as to Owner's Policy only) No document for review

Item 12. Pending disbursement of the full proceeds of the loan secured by the Insured Mortgage, this policy only insures up to the amount actually disbursed, but, as proceeds are disburséd, incréases in accordance with Florida Construction Loan Update Endorsement(s), up to the Amount of Insurance stated in Schedule A. No document for review

Item 13. Any loss or damage arising from a lien for Homeowner's Association assessments recorded after the date of the Policy, resulting from the effect of Florida Statute 720.3085, notwithstanding any assurances to the contrary in any Florida Endorsement Form 9-06 or Florida Endorsement Form 9.3-06, which may be attached to this Policy. (Affects any Loan Policy(s) issued pursuant to this Commitment) No dócument for review

Item 14. The Following Exceptions Apply to All Parcels 1 through 6

The above reservation does not encumber Parcels I through 6.

Item 15. Easement granted to Gulf Power Company by instrument recorded in Book 83, Page 365 and Book 2827, Page 1096.

May 29, 1962, E. A. (Ellis) Davis granted the easement ?on the streets and public ways, if the parcel was subdivided and streets and public ways were properly dedicated on recorded plats. Leeward Court, Windward Court, and that portion of Watermark Way that lie within Laird Point Phase Two (Parcel 2 of the title commitment) are incumbered by the easement.

Item 16. Reservation by the State of Florida of a 200 foot right of way recorded in Deed Book 80, Page 38.

Item 17. Conservation Easement recorded in Book 3256, Page 29 and Book 3256, Page 85. The Conservation Easement recorded in Book 3256, Page 29, dated March II, 2010, encumbers all of Tracts CC, HH, KK, and MM located in Parcel 2; portions of Parcel 4; and portions of Parcel 6, as indicated hereon

The Conservation Easement recorded in Book 3256, Page 85, March II, 2010, is a 10'-wide easement that encumbers a portion of Parcel 2, as indicated hereon.

Item 18. Riparian and/or littoral rights are not insured. Determination of riparian and/or littoral rights not included in the scope of services of this project.

Item 19. The policy does not insure title to any part of the Land lying below the Mean or Ordinary High Water Line of the abutting body of water. No docúment for review

Item 20. Any adverse ownership claim by the State of Florida by right of sovereignty to any part of the Land that is, as of the Date of Policy or was at any time préviously, under water

No document for review

Item 21. The right, title or interest, if any, of the public to use as a public beach or recreation area any part of the Land described in Schedule A hereof, lying between the water abutting said land and the most inland of any of the following:

the natural line of vegetation; (b) the most extreme high water mark; (c) the bulkhead line, or (d) any other line which hás been or which hereafter may be legally established as relating to such public use.

No document for review

Item 22. Due to all or a part of the land described herein being artificially filled in land in what was formerly navigable waters, this policy is subject to the right of the United States Government, arising by reason of the United States Government's control over navigable waters in the interest of navigation and commerce. No document for review

Item 23. Any adverse claim based upon the assertion that:

Item 23-1. Some portion of said land has been created by artificial means or has accreted to such portion so created. No document for review

Item 23.2. Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Laird Bayou, Boggy Bayou, and East Bay, or has been formed by accretion to any such portion. No document for review

Item 24. The Following Exceptions Apply to Parcel I

Item 25. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Laird Point Phase One, as recorded in Plat Book 20, Page(s) 92 through 101, but deleting 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).

Lots 65, 86, and 159 are encumbered by an Environmental Resource Management Easement as indicated on the plat of Laird Point Phase One. No clearing, construction, or other development within the easement is allowed without consent of the Design Review Board.

Item 26. Declaration of Covenants, Conditions, Restrictions and Easements, which contains provisions for a private charge or assessments, recorded in Book 2568, Page 815; amended in Book 2778, Pagé 2076; and transfer of Declarant Rights in Book 3148, Page 998, but deleting 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)

The Declaration of Covenants, Conditions, Restrictions and Easements recorded in Book 2568, Page 815 governs any and all activities on Parcel 1, Lots 65, 86, 127, and 159; and Tract L, Laird Point Phase One.

Declarant Rights were transferred from Laird Point to Laird Point Investors, LLC on March 31, 2009 in Book 3148, page 998.

Item 27. Easement granted to Bellsouth Telecommunications, Inc. by instrument recorded in Book 2737, Page 780; and Book 2737, Page 784.

Book 2737, Page 780, dated November 7, 2005, grants an easement over the roadways in Laird Point Phase One and also describes an easement that lies within Tract B, said Laird Point

Book 2737, Page 784, dated the same day, grants an easement over the roadways in the plat of Laird Point Phase One, however, this instrument names the roadways in the plat.

Item 28. Title to all oil, gas and other minerals within and underlying the premises, together with all mining and drilling rights, privileges and immunities relating thereto as set forth in Deed Book 101, Page 495; OR Book 604, Page 570; Book 740, Page 259; Book 1706, Page 1255; and Book 3675, Page 1024.

The parcel of 「and described in Deed Book 101, Page 495 does not include Parcel 1 of the title

Book 604, Page 570 describes U.S. Government Lot I, Section 22, Township 4 South, Range 13 West, less the North Half of the Northeast Quarter. There is no "North Half of the Northeast" Quarter in U.S. Government Lot I". Lot 159 of Parcel I of the title commitment lies within U.S. Government Lot I.

Book 740, page 259 contains the same erroneous description. Lot 159 of Parcel 1 of the title commitment lies within U. S. Government Lot I.

Book 1706, page 1255 contains the same erroneous description. Lot 159 of Parcel 1 of the title commitment lies within U.S. Government Lot I. Book 3675, page 1024 contains the same erroneous description. Lot 159 of Parcel 1 of the title

commitment lies within U.S. Government Lot I. Item 29. By-Laws of Laird Point Property Owners Association recorded in Book 2569, Page

This document provides for the duties of the association. Collection of association fees may impact the owners of the 4 lots Parcel I of the title commitment. It may also impact the owners of the lots in Parcel 2.

Item 30. Easement Agreement recorded in Book 2554, Page 839 and Book 2554, Page 848 (Also Parcel 3).

The land contained in the Easement Agreement recorded in Book 2554, Page 839, is the same as the description of Parcel 3.

The Non-Exclusive Easement described in Book 2554, Page 848 is an easement over the roads in Laird Bayou, which lies easterly of Laird Point Phase One; and over a parcel adjacent to the East and North lines of Lot 43, said Laird Bayov. This easement does not impact Parcels I or 3 of the title commitment.

Item 31. Easement Agreement recorded in Book 2575, Page 105; and Ratification of Easement Agreement in Book 3442, Page 2330 (Also Parcel 3).

The land encumbered in the easement described in both of the above instruments is the same land described in Parcel 3 of the title commitment.

Item 32. The Following Exceptions Apply to Parcel 2

Item 33. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Laird Point Phase Two, as recorded in Plat Book 26, Page(s) 64 through 70, but deletina 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).

The dedication on the recorded plat of Laird Point Phase Two: Reserves and dedicates the easements shown on said plat to the Laird Point Property Owners Association, Inc.

Dedicates the roads to Laird Point Investors, LLC Grants access over said roads to the Laird Point Property Owners Association, Inc., its members, invitees, ..., etc.

Grants Laird Point Investors, LLC and its successors in title and interest, etc., rights of access and all rights to grant easements for access, utilities, and for any other purposes Grants a perpetual easement and non-exclusive easement to the City of Callaway, over the streets and roads of the plat.

General Notes on the plat:

The private road, Parcel 3 of the title commitment, will be maintained by Laird Point Investors, LLC'and is made available to use of the Laird Point Property Owners, Association, Inc., its

States the recording information of the covenants and restrictions that encumber the plat States the Environmental Resource Management Easement areas are reserved to the developer, Laird Point Investors, LLC for a natural vegetative buffer and stormwater

States that all lettered tracts on the plat are common areas, except that Tracts BB and TT are reserved for common areas or future private development. References Book 83, Page 365, a Gulf Power Company Easement over the platted streets.

References Book 2827, Page 1096, a blanket easement over said plat granted by Laird Point LLC to Gulf Power Company. References Book 3256, page 85, a Conservation Easement that encumbers Tracts CC, FF, HH,

KK, MM, and TT. References Book 3256, Page 29, a Conservation Easement that encumbers all of Tracts CC,

HH, KK, and MM and portions of Laird Point Phase One. The plat is encumbered by Wetland Buffers, as indicated on the plat.

Item 34. Declaration of Covenants, Conditions, Restrictions and Easements, which contains provisions for a private charge or assessments, recorded in Book 4054, Page 113, but deleting '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).

The Declaration of Covenants, Conditions, Restrictions and Easements applies to all Parcel 2, which is Laird Point Phase Two, and:

Creates a blanket Utility Easement over the entire parcel

Creates a blanket Drainage Easement over the entire parcel

States that all easement áreas shown on the plat are non-exclusive easement grants, and that the Declarant reserves the right for itself and for the association, to grant additional non-

exclusive easements over such areas Grants unto the Declarant a nonexclusive personal easement and right of ingress and egress across and to all Common Areas, and to public and private entities in order to provide normal public or private services.

Item 35. Agreement for Covenant Running With the Land recorded in Book 3256, Page 95, and Notice to Buyers recorded in Book 3483, Page 996 stating the aforementioned Agreement only affects Phase Two.

Book 3256, Page 95 contains an agreement in exchange for "certain dredging and filling" activities? authorization ?on a site Tocated off of Laird Point Drive" and names Permit no. 03-

Book 3483, Page 996 states that the agreement does not burden the individual lots within Laird Point Phase One and that the individual lot owners do not assume responsibility for the ongoing obligations of the permittee.

Item 36. The Following Exceptions Apply only to Parcels 5 and 6

Item 37. The public records do not show any legal right of access to or from the land, and, by reason thereof, the Company does not insure any right of access to and from the insured property.

No document for review

Item 38. Note: All of the recording information contained herein refers to the Public Records of Bay County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Récords Books of said county, unless indicated to the contrary.

No document for review

BUCHANAN & HARPER, Engineering • Planning • Surveying • Land Certificate of Authorization numbi 735 west 11th street — Panama City, Florida 32401 —	SCAPE ARCHITECTURE ER: 2372
THE UNDERSIGNED, JANET M. JACKSON , FLORIDA LAND SURVEYOR NO. 351 SHOWN HEREON CONFORMS TO THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPER	
PLAT OF TITLE COMMITMENT REVIEW REPORT SURVEYED NO DRAWN 10/10/22 IMPROVEMENTS N/A REVISED	SCALE
REVISED	
SOURCE OF INFORMATION SEE NOTES BEARING REFERENCE WA WA	
LELEVATION REFERENCE d3/15/d6 F	SHEET NO. 3 OF 3 NOT VALID WITHOUT THE SIGNATUR AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYO