



CHICAGO TITLE
INSURANCE COMPANY

File No.: 20-3246

AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE

**Issued by
CHICAGO TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, CHICAGO TITLE INSURANCE COMPANY, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the Office Of:

By:


Authorized Officer or Agent
Authorized Signatory
M. Scott Kleiman
1st Trust Title, Inc.
7320 Griffin Rd Ste 109
Davie, FL 33314
Tel: 954-587-1033
Fax: 954-587-8722

CHICAGO TITLE INSURANCE COMPANY

By:



Randy R. Quirk
President

Attest:



Marjorie Nemzura
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by CHICAGO TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "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 to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

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4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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Transaction Identification Data for reference only:

1st Trust Title, Inc.
7320 Griffin Road, Suite 109
Davie, FL 33314
ALTA Universal ID: 1032478
LOAN ID Number: N/A
Issuing Office File Number: 20-3246
(Use for AgentTRAX documents)
Property Address: 261 South Andrews Avenue
Pompano Beach, FL 33069
Order No.: 8605673
Revision Number: 1 (8/13/2020)

Chicago Title Insurance Company

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: 07/17/2020 at: 11:00 PM
2. Policy or Policies to be issued:


ALTA Owners 2006 with Florida Modifications
Proposed Insured: Blossman Gas of Louisiana Inc., a Louisiana corporation
Proposed Amount of Insurance: \$670,000.00
3. The estate or interest in the Land described or referred to in this Commitment is (Identify estate covered, i.e., fee, leasehold, etc.):

Fee Simple

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4. Title to the Fee Simple estate or interest in the land is at the Commitment Date vested in:

Cunha Properties, LLC, a Florida limited liability company
5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:

BY: 
Authorized Officer or Agent

**SCHEDULE B SECTION I
REQUIREMENTS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

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. Duly executed Warranty Deed from Cunha Properties, LLC, a Florida limited liability company, Grantor, to Blossman Gas of Louisiana Inc., a Louisiana corporation, Grantee, conveying the land described on Exhibit A hereof.
5. Proof of payment of any outstanding assessments in favor of Broward 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 Broward County, Florida, any special taxing district and any municipality.

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6. 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:

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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.
7. Provide the Company with the following as to Cunha Properties, 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, and that the LLC is currently in good standing.
 - B. True and complete copies of the Articles of Organization and the Operating Agreement of the LLC, and any amendments thereto, for review.
 - 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) that 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.

**SCHEDULE B SECTION I
Requirements continued**

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.

8. Proof of the good standing of Blossman Gas of Louisiana Inc., in the State of Louisiana.
9. *Intentionally deleted.*
10. Record Partial Release of the following liens, as to the Land described by Schedule A hereof, which were assessed against other properties, but which may attach to all property owned by Cunha Properties, LLC pursuant to Section 162.09(3), Florida Statutes:
 - A. Claim of Lien in favor of the City of Oakland Park, a Florida municipal corporation, recorded April 28, 2015 as Instrument No. 112954114.
 - B. Claim of Lien in favor of the City of Oakland Park, a Florida municipal corporation, recorded February 24, 2016 as Instrument No. 113533427.
11. 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 that: (A) there are no parties in possession of the subject property other than said current record owner(s); (B) there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (C) there are no unrecorded assessments which are due and payable and; (D) there have been no improvements made to or upon the subject property within the last ninety (90) ~~day~~ **DRC** period 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 the Company, or, in lieu 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. **PZ24-12000017**
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12. Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the name of the purchaser/proposed insured. If the Company is asked to insure a Mortgage from said purchaser, we will require notification of same, and we reserve the right to include any additional requirements and/or exceptions that we may deem necessary after conducting said searches.
13. 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.

NOTE: The following is for informational purposes only.

For 2019 Tax Year, Real Estate Account No. 494202-00-0101, gross tax amount is \$9,124.68, exemption type is none, and payment status is paid.

END OF SCHEDULE B SECTION I

**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2020 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. **DRC**
 - 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. **PZ24-12000017**
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 - 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.
6. Easement in favor of Florida Power & Light Company, recorded September 22, 1977 in Official Records Book 7211, Page 870, as affected by Subordination of Utility Interests, recorded August 2, 2012 in Official Records Book 48963, Page 286.
7. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.
8. Boundary and Topographic Survey dated July 23, 2018, prepared by John F. Pulice, P.S.M., for Pulice Land Surveyors, Inc., under Order No. 64819, reveals the following:
 - A. Chain link fence of unknown ownership encroaches over South property line in several areas.
 - B. 6 ft. walk encroaches over East property line in several areas.

**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

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.

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

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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, 13800 NW 14th Street Suite 190, Sunrise, FL 33323; Telephone 954-217-1744.

END OF SCHEDULE B SECTION II

EXHIBIT "A"

A portion of the land lying in the Southwest One-Quarter (SW 1/4) of Government Lot 4, Section 2, Township 49 South, Range 42 East, Broward County, Florida, as shown on the Florida Department of Transportation Right of Way Map of Andrews Avenue Extension, Item/Segment No. 2307241, Section 86000-2590 and being more particularly described as follows:

Commence at the West One-Quarter (W 1/4) corner of said Section 2; thence North 02°50'19" West, along the West line of the Northwest One-Quarter of said Section 2 (Bearings based on the Florida Department of Transportation Right Of Way Map Project No. 86000-2590. This right of way map is supported by a right of way control survey dated January 11, 2000, prepared under the responsible charge of Eric Wilhjelm, Florida Professional Surveyor and Mapper's number 5872. Certified copies of this survey are filed and on record in the District 4 office in Fort Lauderdale. The West line of Section 2, Township 49 South, Range 42 East bears South 02°50'19" East and all other bearing are relative thereto), a distance of 3,537.04 feet (3,536.52 feet per Deed recorded in Instrument Number 114486315 of the Public Records of Broward County, Florida); thence North 87°09'41" East along a line at a right angle to the last described course, a distance of 37.04 feet to a point on the East Right of Way line of CSX Transportation Inc. per Official Records Book 17290, Page 887 of the Public Records of Broward County, Florida, and the Point of Beginning; thence North 89°17'50" East, a distance of 203.63 feet to the beginning of a non-tangent curve concave to the Southwest and a point on the Westerly Existing Right of Way line of said Andrews Avenue Extension; thence Southeasterly along the arc of said curve having a radius of 2,028.00 feet and a central angle of 03°49'32" and a chord bearing of South 12°42'57" East, a distance of 135.41 feet to a non-tangent line; thence along non-tangent line South 04°48'02" West, a distance of 24.82 feet; thence leaving said Westerly Existing Right of Way line of said Andrews Avenue Extension, South 88°42'30" West, a distance of 223.72 feet to a point on said East Right of Way line of CSX Transportation Inc.; thence along East Right of Way line North 02°45'16" West, a distance of 159.53 feet to the Point of Beginning, lying and being in Broward County, Florida. **DRC**

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