

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

Issuing Agent: Nelson, Mullins, Riley & Scarborough LLP

Issuing Office: 1905 NW Corporate Blvd., Suite 310, Boca Raton, FL 33431

Commitment Number: 11990707 Issuing Office File Number

Property Address: Mainstreet, Coconut Creek

Revision Number: 5 (7/14/25)bk

### **SCHEDULE A**

- 1. Commitment Date: June 17, 2025 at 11:00 PM
- 2. Policy to be issued:
  - A. 2021 ALTA Owner's Policy with Florida Modifications Proposed Insured: GSR RE Partners, LLC, a Florida limited liability company Proposed Amount of Insurance: \$10,000.00 The estate or interest to be insured: Fee Simple
- 3. The estate or interest in the Land at the Commitment Date is: (Identify each estate or interest covered, i.e., fee, leasehold, etc.)

Fee Simple

4. The Title is, at the Commitment Date, vested in: (Identify vesting for each estate or interest identified in Item 3 above)

City of Coconut Creek, a municipal subdivision of the State of Florida, by virtue of the Warranty Deed recorded in Official Records Book 39721, Page 1553

5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:				
Ву:				
	Authorized Officer or Agent			

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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. Special Warranty Deed from City of Coconut Creek, a municipal subdivision of the State of Florida, to GSR RE Partners, LLC, a Florida limited liability company.

As to the Deed from the City of Coconut Creek company will require the following:

- i. Inclusion of language stating that no oil, gas or mineral rights are reserved in said conveyance (pursuant to Section 270.11, Florida Statutes).
- ii. Appropriate resolution or ordinance authorizing the conveyance as set forth above, together with proof satisfactory to the Company that the party executing the insured Deed has the proper authority to execute said instruments on behalf of the City of Coconut Creek, a Florida municipal corporation.
- iii. Opinion Letter from the Attorney for the City of Coconut Creek, Florida, confirming that all conditions precedent for the proposed conveyance were complied with in conformity with the Charter and Ordinances of the City of Coconut Creek, Florida.
- iv. Evidence confirming the proper procedural steps required by the Charter and By-Laws of the City of Coconut Creek, Florida, for conveying municipal real property have been complied with to the satisfaction of the Company.
- 5. Certificate of good standing to be provided for GSR RE Partners, LLC, a Florida limited liability company.
- 6. An Affidavit in form acceptable to Fidelity National 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 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.
- 7. 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:

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### SCHEDULE B, PART I Requirements

Any outstanding assessments in favor of Broward County, Florida, any special taxing district and any municipality.

8. 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.

- 9. Release of Assessments and/or Fees contained in the following documents filed of record:
  - a. Deleted Intentionally
  - b. Deleted Intentionally
  - c. Deleted Intentionally
  - d. Deleted Intentionally
  - e. Deleted Intentionally
  - f. Deleted Intentionally
  - g. Deleted Intentionally
  - h. Deleted Intentionally
  - all in the Public Records of Broward County, Florida.
  - i. Deleted Intentionally
- 10. Satisfactory survey, in conformity with the minimum technical standards for land surveys, certified to the Company, and/or its agent, dated no more than 90 days prior to the closing of the subject transaction, disclosing the nature and extent of any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title to the Land. Additional requirements and/or exceptions will be made for any such matters disclosed.
- 11. This is a preliminary commitment with an undisclosed amount and/or named insured. This commitment is subject to approval by the appropriate underwriting Counsel and is not effective to bind the Company until the necessary approvals are obtained. The company reserves the right to add additional requirements and/or exceptions as deemed necessary upon said review. (Approvals cannot be submitted/requested until the name of the insured and the amount of the policy has been provided and added to the commitment)
- 12. An update of title must be ordered from the Company three (3) business days prior to closing, to verify that no adverse matters or defects appear in the public records.
- 13. Development Agreement to be executed between GSR RE Partners, LLC, a Florida limited liability company, and City of Coconut Creek, a municipal corporation exiting under the laws of the laws of the State of Florida. Please submit prior to closing for review-Item No. BII.

NOTE: <u>2024 Real Estate Taxes are paid</u> under Property ID Number 484218110010; gross amount of exempt/zero.

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.

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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 conditions 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 2025 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.
- 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.
- Restrictions, covenants, conditions, easements, dedications and other matters as contain on the Plat of R.M. Green Corporation Plat recorded in <u>Plat Book 164, Page 19</u>; with an Agreement to Amend Note on Plat recorded in Official Records <u>Book 35829</u>, <u>Page 1347</u>, <u>Public Records of Broward County</u>, <u>Florida</u>.
- 6. INTENTIONALLY DELETED. Resolution No. 89-4525 by the Board of County Commissioners, re: Natural Resource Areas pursuant to Broward County Ordinance 89-6, recorded in Official Records Book 17022, Page 838, Public Records of Broward County, Florida.
- 7. Large User Wastewater Agreement between Broward County and City of Coconut Creek recorded November 4, 1994, recorded in Official Records Book 22798, Page 214, Public Records of Broward County, Florida.
- Education Mitigation Agreement Broward County and City of Coconut Creek and The School Board of Broward County recorded in Official Records <u>Book 42279</u>, <u>Page 1596</u>; together with and affected by First Amendment recorded in Official Records Instrument <u>Number 113103586</u>; and Acknowledgement of Modification to Residential Unit pursuant to Educational Migration Agreement recorded in Official Records <u>Instrument# 119428034</u>, Public Records of Broward County, Florida.

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## **SCHEDULE B, PART II Exceptions**

- Ordinance #2005-42 recorded in Official Records <u>Book 41179</u>, <u>Page 1606</u> and Ordinance #2005-42 recorded in Official Records <u>Book 41179</u>, <u>Page 1614</u>, <u>Public Records of Broward County</u>, <u>Florida</u>.
- 10. Ordinance #2007-32 recorded in Official Records <u>Book 44650, Page 1339</u>, Public Records of Broward County, Florida.
- 11. Agreement Traffic Signalization recorded in Official Records <u>Book 27504, Page 805</u>, Public Records of Broward County, Florida.
- 12. Road Impact Agreement recorded in Official Records <u>Book 35829, Page 1356</u>, Public Records of Broward County, Florida.
- 13. INTENTIONALLY DELETED. [Agreement (construction of Wiles Rd) recorded in Official Records <u>Book</u> 20912, Page 528, Public Records of Broward County, Florida.]
- 14. Road Impact Agreement recorded in Official Records <u>Book 26926, Page 412</u>, Public Records of Broward County, Florida.
- 15. INTENTIONALLY DELETED. [Resolution No. 2001-145 recorded in Official Records <u>Book 32498, Page 315</u>, Public Records of Broward County, Florida.]
- 16. INTENTIONALLY DELETED [Ordinance No. 110-97 recorded in Official Records <u>Book 26295, Page 242, Public Records of Broward County, Florida</u>].
- 17. Notice of Establishment of the Mainstreet At Coconut Creek Community Development District recorded in Official Records Instrument No. 120169421, and further amended by the Amended Notice of Establishment of the Mainstreet At Coconut Creek Community Development District recorded in Official Records Instrument No.120175858, Public Records of Broward County, Florida.

18.	Development Agre	ement to be executed between GSR RE Partne	ers, LLC, a Florida limited liability company
	and City of Cocon	ut Creek, a municipal corporation exiting under t	he laws of the laws of the State of Florida,
	recorded	in Official Records instrument No	, Public Records Palm Beach County,
	Florida		

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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## **SCHEDULE B, PART II Exceptions**

NOTE: All recording references in this form shall refer to the public records of Broward 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, 3399 PGA Blvd., Palm Beach Gardens, FL 33410; Telephone 561-630-7600.

Searched By: Sabrina McDonald

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#### **EXHIBIT "A"**

#### **GSR BLOCK 15A**

A PARCEL OF LAND BEING A PORTION OF PARCEL A AND "B", AND A PORTION OF WILES ROAD AND BANKS ROAD RIGHT-OF-WAYS, R.M. GREEN CORPORATION PLAT ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 164, PAGE 19 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SAID R.M. GREEN CORPORATION PLAT;

THENCE SOUTH 89°37'35" WEST ALONG THE NORTH LINE OF SAID PLAT, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 00°25'05" EAST DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 00°25'05" EAST, A DISTANCE OF 578.36 FEET;

THENCE SOUTH 89°37'35" WEST ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID PARCEL "B" AND ALONG THE SOUTH LINE OF SAID PARCEL "B", A DISTANCE OF 441.71 FEET;

THENCE NORTH 44°36'03" EAST, A DISTANCE OF 83.28 FEET;

THENCE NORTH 89°37'38" EAST, A DISTANCE OF 192.80 FEET;

THENCE NORTH 00°25'05" WEST, A DISTANCE OF 366.91 FEET;

THENCE SOUTH 89°37'35" WEST, A DISTANCE OF 725.00 FEET;

THENCE NORTH 00°25'05" WEST, A DISTANCE OF 194.54 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL "B" AND THE SOUTH RIGHT-OF-WAY LINE FOR WILES ROAD;

THENCE NORTH 89°37'35" EAST, A DISTANCE OF 520.00 FEET TO A POINT;

THENCE SOUTH 81°17'00" EAST, A DISTANCE OF 75.95 FEET;

THENCE NORTH 89°37'35" EAST, A DISTANCE OF 290.01 FEET;

THENCE SOUTH 45°23'45" EAST, A DISTANCE OF 42.44 FEET BACK TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

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