# AUCTION 6pm, Tuesday, October 17

**PROPERTY** 

**LOCATION:** 506 N. Lake Pleasant Rd, Apopka, FL 32712

**PROPERTY ID#** 02-21-28-0000-00-040, Orange County

**TAXES**: \$ 968.99 (2022)

\*\*BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY ON THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

UTILITIES: 3 Wells & Septic tank

**ZONING:** A-1; Agricultural

PREVIEW: 1-4pm, Sunday, October 8<sup>th</sup>

### **PROPERTY SPECIFICS:**

- Block home built in 1958
- Central Florida Home close to all amenities! No HOA!
- This charming 3 bedroom/2 bath block home is located on 1.36± fenced acres set back from the road for privacy and country feel.
- Plenty of parking for an RV or Boat. 1,450± sf living area with an attached carport.
- 1,450 sf living area, 1,934 total under roof
- Westinghouse wall oven and Kitchen Aid cooktop, water heater, central heat/ac
- Property is completely chain link fenced.
- Close to SR 436/SR 441.
- Just 2 miles to Wekiwa Springs State Park!

### **BIDDING TERMS**

- Bidding confirms you have inspected the property & agree to the terms of sale in the Contract for Purchase & Sale Agreement
- All property is sold "As-Is" without any further inspections or repairs
- Buyer is responsible to pay the FL documentary stamps
- Closing is set for 30 days there are no financing or inspection contingencies or other delays allowed.
- Real estate taxes will be prorated to the day of closing.
- The cost of a new survey, if desired, will be paid by the Buyer.

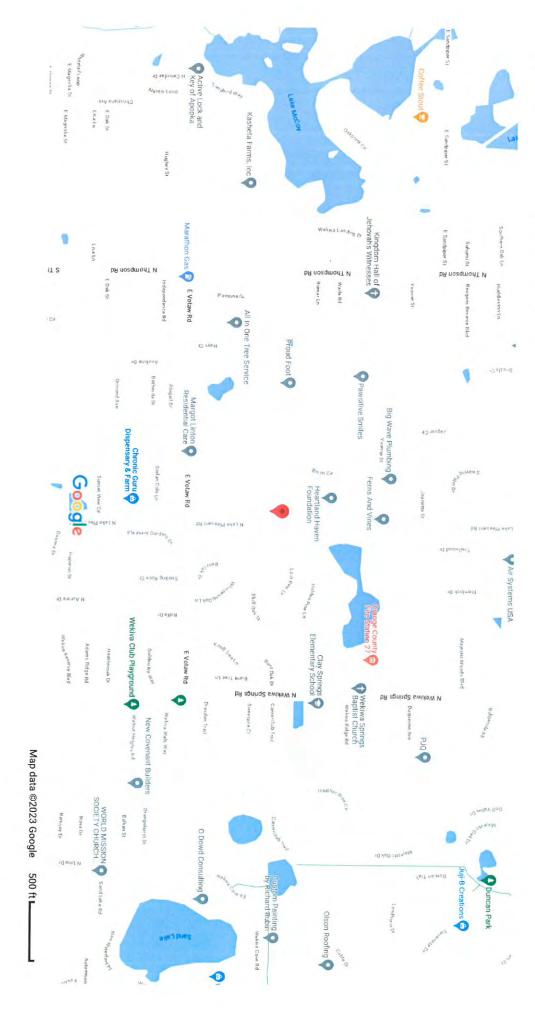
### **Information Disclaimer**

The data provided in this due diligence packet was compiled from several sources, including the public records, as a courtesy to the potential bidder. It is NOT intended to include all the documentation affecting the subject property, but merely a partial collection of some of the frequently requested documentation. A potential bidder should not rely upon the information provided as his sole source of due diligence material. It is each bidder's sole responsibility to accomplish his due diligence in whatever manner he deems advisable. Although all information is derived from sources believed to be correct, neither the broker nor the seller makes any warranty or representation as to the validity or accuracy of any information provided.

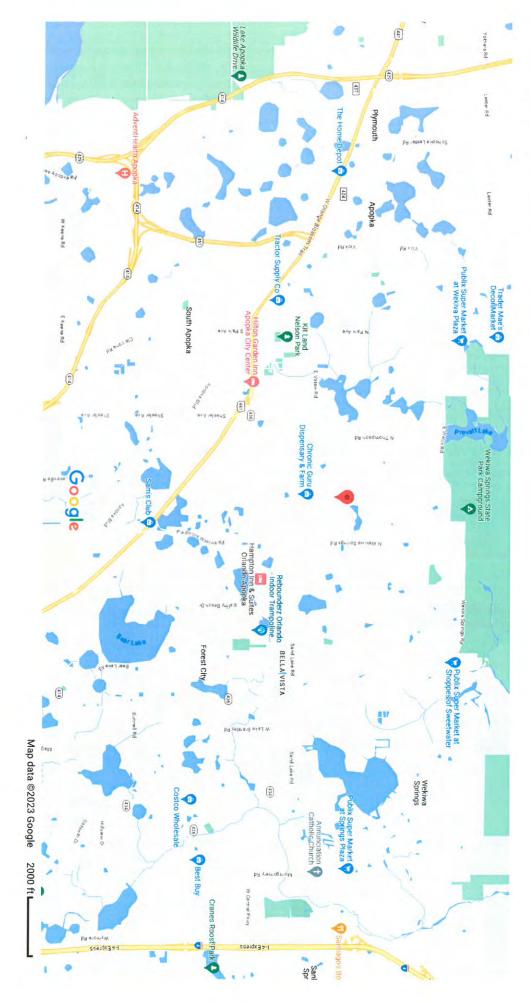
# Google Maps 506 N Lake Pleasant Rd



# Google Maps 506 N Lake Pleasant Rd

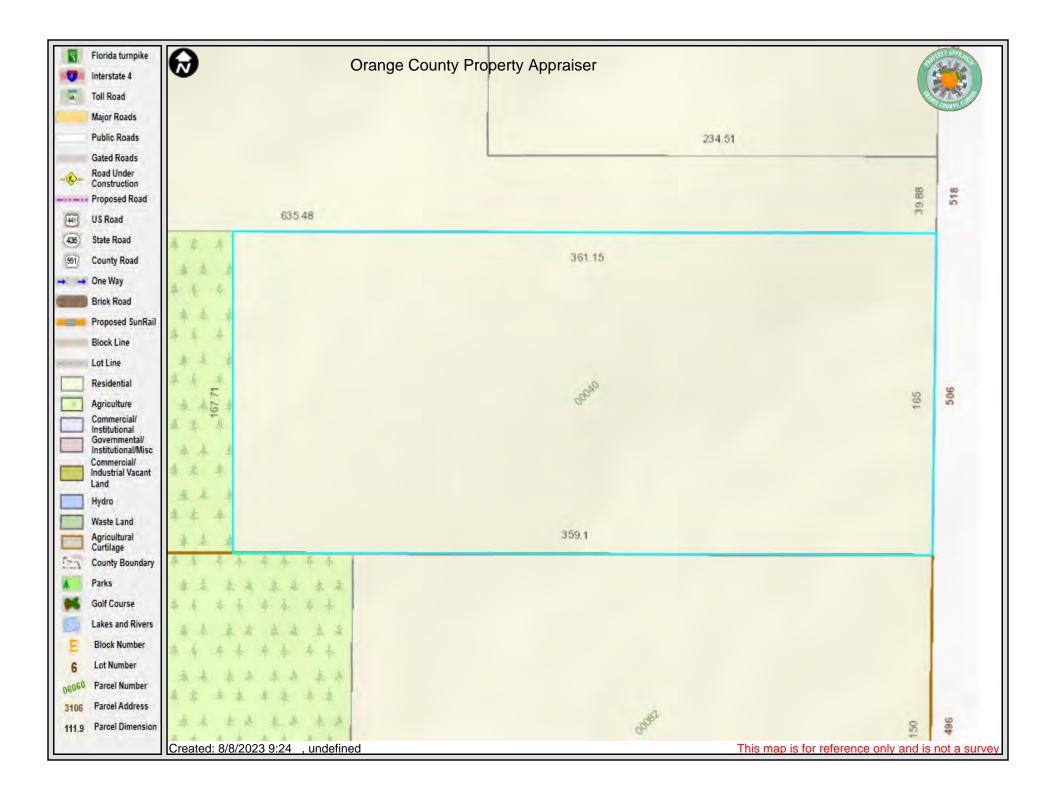


# Google Maps 506 N Lake Pleasant Rd



# **Birdseye View**





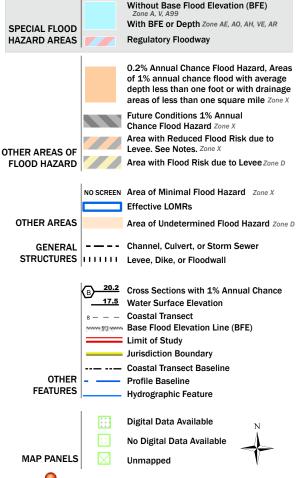
# National Flood Hazard Layer FIRMette





### Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The pin displayed on the map is an approximate point selected by the user and does not represent

an authoritative property location.

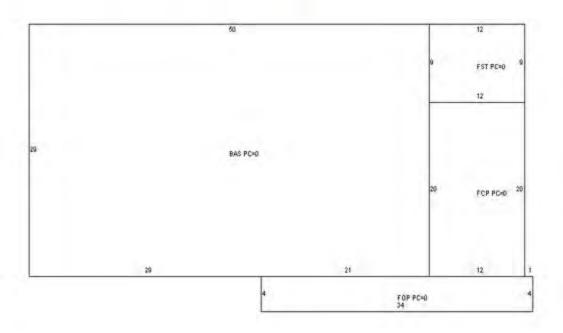
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/8/2023 at 9:32 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

## 506 N Lake Pleasant Rd - Parcel: 02-21-28-0000-00-040

Bldg #	Living Area	Gross Area	Act Year Built	Beds/Baths	Floors	
1	1450 sqft	1934 sqft	1958	4/2	1	

# Building # 1 - Hover over image to enlarge



# Comprehensive Rider to the

## **Residential Contract For Sale And Purchase**





and			(BUYER)
concerning the Property described as 506 N Lake Pleasant Dr. Apor	s <u>506 N Lake P</u> oka, FL	leasant Dr. Apopka, FL	
	-	W	
Buyer's Initials		Seller's Initials	
		SED PAINT DISCLOSURE e-1978 Housing)	
such property may present exposure poisoning. Lead poisoning in young reduced intelligence quotient, behavi pregnant women. The seller of any in lead-based paint hazards from risk ass	idential real proper to lead from lead- children may pro- oral problems, an- terest in residential sessments or inspe	Paint Warning Statement  rty on which a residential dwelling was based paint that may place young ch duce permanent neurological damage d impaired memory. Lead poisoning I real property is required to provide th action in the seller's possession and no possible lead-based paint hazards is re	ildren at risk of developing lead e, including learning disabilities, also poses a particular risk to ne buyer with any information on tify the buyer of any known lead-
☐ Known lead-ba ☐ Seller has no k (b) Records and repo ☐ Seller has prov	sed paint or lead- nowledge of lead- rts available to the rided the Buyer wi	d-based paint hazards (CHECK ONE based paint hazards <u>are present</u> in the based paint or lead-based paint hazards e Seller (CHECK ONE BELOW): the all available records and reports posing. List documents:	ne housing. ards in the housing.
Seller has no r housing. Buyer's Acknowledgement (INITIA (c) Buyer has receive	L)	pertaining to lead-based paint or le	ead-based paint hazards in the
(d) Buyer has receive	d the pamphlet Pr	otect Your Family from Lead in Your	Home.
or inspection for th ☐ Waived the opposition or lead-based Licensee's Acknowledgement (INI	-day opportunity (or e presence of lead portunity to condu d paint hazards. TIAL) rmed the Seller o	or other mutually agreed upon period d-based paint or lead-based paint has out a risk assessment or inspection for the Seller's obligations under 42 Leads to the seller's obligations under 42 Leads	zards; or for the presence of lead-based
Certification of Accuracy	the information al	bove and certify, to the best of their l	knowledge, that the information
Video X	8-22-23		
SELLER KINSEY, REAL ESTATE TRUS	T OFFICER	BUYER	Date
CELLED	Date	BUYER	Date
SELLER			
Listing Licensee	Date	Selling Licensee	Date

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# Old Republic National Title Insurance Company

### AMERICAN LAND TITLE ASSOCIATION **COMMITMENT**

### Schedule A

### Transaction Identification Data for reference only:

Commitment Number:

Revision Number:

Issuing Office File Number:

Issuing Office:

23-P-0388

None

23-P-0388

B09288

Property Address:

Loan ID Number:

ALTA Universal ID:

Issuing Agent:

506 N. Pleasant Rd., Apopka, FL 32712

None

None

Putnam & Creighton, P.A.

Commitment Date: September 6, 2023 @ 08:00 AM

2. Policy to be issued: Proposed Policy Amount:

OWNER'S: ALTA Owner's Policy (6/17/06) (With Florida Modifications)

\$1.00

Proposed Insured: TBD

MORTGAGEE: ALTA Loan Policy (6/17/06) (With Florida Modifications)

Proposed Insured:

- The estate or interest in the Land described or referred to in this Commitment is Fee Simple. (Identify estate covered, i.e., fee, leasehold, etc.)
- Title to the estate or interest in the Land is at the Commitment Date vested in:

Estate of Mariana M. Griffith, deceased

The Land is described as follows:

See attached Exhibit "A".

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

ORIZED SIGNATORY Abel A. Putnam Attorney at Law

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

# Old Republic National Title Insurance Company

### AMERICAN LAND TITLE ASSOCIATION COMMITMENT

### Schedule B-I

Issuing Office File Number: 23-P-0388

### Requirements

All of the following requirements must be met:

- 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 from Sophia Kinsey, Real Estate Officer, Raymond James Trust N.A., as Personal Representative of the Estate of Mariana M. Griffith, deceased, to TBD. The deed is to be joined by Raymond James Trust N.A., as Trustee of the Mariana M. Griffith Revocable Living Trust dated March 15, 2004.
  - B. Certified Death Certificate of Mariana M. Griffith.
  - C. Affidavit of No Estate Tax Due with respect to Mariana M. Griffith.
  - D. Affidavit establishing that Mariana M. Griffith was not survived by a spouse or minor child.
  - E. Affidavit or Certification of Trust establishing the identity and authority of the Trustee(s) of the Mariana M. Griffith Revocable Living Trust dated March 15, 2004.
- 5. NOTE: 2022 Property Taxes have been paid in the amount of \$930.23 on 11/15/2022 for Account No. 0052392-8.
- 6. Such additional requirements as may be determined upon a full review of the probate proceedings now pending as File No.: 2023-CP-002604-O.

# Old Republic National Title Insurance Company

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

### Schedule B-II

Issuing Office File Number: 23-P-0388

### Exceptions

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:

- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records
  or attaching subsequent to the Commitment 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. a. General or special taxes and assessments required to be paid in the year 2023 and subsequent years.
  - b. Rights or claims of parties in possession not recorded in the Public Records.
  - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
  - d. Easements or claims of easements not recorded in the Public Records.
  - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
- 3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
- Reservation as contained in Warranty Deed recorded in O.R. Book 2804, Page 1837, Public Records of Orange County, Florida.
- Easement in favor of Florida Power Corporation recorded in O.R. Book 2472, Page 143, Public Records of Orange County, Florida.
- Easement in favor of Florida Power Corporation recorded in O.R. Book 5595, Page 1089, Public Records of Orange County, Florida.

# Exhibit A

The South 1/4 of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4, Section 2, Township 21 South, Range 28 East, Orange County, Florida, LESS the East 30 feet thereof and LESS the following described parcel of land; Begin at the Southeast corner of the South 1/4 of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 2, Township 21 South, Range 28 East, Run thence North 0° 40' 20" East 167.60 feet to the Northwest corner of the said South 1/4 of the Southeast 1/4 of the Southeast 1/4, thence South 89° 53' 48" East 268.85 feet along the North line of the said South 1/4 of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4, thence South 0° 58' 13" West 167.71 feet to the South line of the said South 1/4 of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4, thence North 89° 51' 55" West 270.90 feet to the Point of Beginning.

Parcel Identification Number: 02-21-28-0000-00-040



Orange County Notice of Ad Valorem Taxes & Non-Ad Valorem Assessments

GRIFFITH MARIANA M 506 N LAKE PLEASANT RD APOPKA, FL 32712-3904

Account Number: 0052392-8 Assessed Value: 85,780 Millage Code: 11 ORG

Parcel Number: 02-21-28-0000-00040 Address: 506 N LAKE PLEASANT RD 32712 Exemptions: Homestead, Extra Homestead, Widow

AD VALOREM TAXES					
Taxing Authority	Assessed Value	Exempt Value	Taxable Value	Millage	Tax Levied
STATE SCHOOL LOCAL SCHOOL GEN COUNTY CNTY FIRE UTD LIBRARY SJWM	85,780 85,780 85,780 85,780 85,780 85,780 85,780	25,500 25,500 50,500 50,500 50,500 50,500 50,500	60,280 60,280 35,280 35,280 35,280 35,280 35,280	3,2140 3,2480 4,4347 2,2437 1,8043 ,3748	\$193.74 \$195.79 \$156.46 \$79.16 \$63.66 \$13.22 \$6.96

Total Millage:

15.5169 Subtotal:

\$708,99

Levying Authority	Phone	Amount	REM ASSESSMENTS Levying Authority	Phone	Δn	nount
331 GARBAGE - ADVANC	(407)836-6601	\$260,00	2017 ing Harronty	THORE	All	ioun
		O. At 1.1	otal of Ad Valorem Taxes & Non-Ad		Subtotal:	\$260.00 <b>\$968.99</b>

Pay Online, Opt-in to E-Billing and Print your Receipt at octaxcol.com.

Payments not received by March 31st are delinquent.

### IF YOUR TAXES ARE NOT ESCROWED, PLEASE RETURN THE BOTTOM PORTION WITH YOUR PAYMENT.

0052392-8

506 N LAKE PLEASANT RD 32712 02-21-28-0000-00040

S1/4 OF SE1/4 OF NE1/4 OF SE1/4 (LESS E 30 FT RD & LESS BEG AT SW COR OF \$1/4 OF \$E1/4 OF NE1/4 OF

GRIFFITH MARIANA M 506 N LAKE PLEASANT RD APOPKA, FL 32712-3904

> GRIFFITH MARIANA M 506 N LAKE PLEASANT RD APOPKA, FL 32712-3904

PAID - DO NOT PAY

PAID 0099-02368570

\$930.23 11/15/2022

**ONLY PAY ONE AMOUNT** If Paid By **Amount Due** Nov. 30, 2022 \$930.23 Dec. 31, 2022 \$939.92 Jan. 31, 2023 \$949.61 Feb. 28, 2023 \$959.30 Mar. 31, 2023 \$968.99

PO Box 545100 Orlando FL 32854-5100



RAMCO FORM OI

WARRANTY DEED

This Warranty Deed Made the Total day of Part Will A. D 19 2 - by WILLIAM B. GRIFFITH and MARIANA M. GRIFFITH, his wife

heroinafter called the granter, to

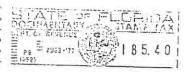
H. PAUL BELLINGER, a single man

whose postoffice address i496 N. Lake Pleasant Rd., Apopka, Florida 32703 hereinafter called the grantee:

Wherever used bearing the terms craning, and counter include all the parties to this insuraneous and the bears, level representatives and assigns of individuals, and the survivings and assigns of respectations.

Witnesseth: That the grantor, for and in consulcration of the sum of \$ 10.00 calculate considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, altens, remises, releases, conveys and confirms unto the granter all that certain land situate in Orange County, Florida, viz.

> Description of land being conveyed on Schedule "A" attached hereto.





Foather with all the tenements, hereditaments and appurtonances thereto belonging or in any-

To Have and to Hold, the same in fee simple forever.

And the granter hereby covenents with said grantee that the granter is lawfully seized of said land in [cc simple; that the grantor has good right and lawful outhority to sell and convey said land; that the granter hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1976

In Wilness Whereof, the said grantor has signed and scaled these presents the day and year lirst above written.

Signed, scaled and delivered, in our presence

SPACE BELOW FOR BECORDERS USE

STATE OF FLORIDA COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aferesaid and in the County aforesaid to take acknowledgments, personally appeared William B. Griffith and Mariana M. Griffith, his wife,

to me known to be the personS described in and win executed the doregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and day of MY COMMISSION DORRES NOT. 2,1979.

BONDED THRU GENERAL INS. UNDERWRITTERS

WE SHOULD THRU GENERAL INS. UNDERWRITTERS

WE SHOULD THRU GENERAL INS. UNDERWRITTERS

This Juganiment prepared by Sammie B. Francisco, Attorney-at-Law Addin 927 Bradshaw Terrace, Orlando, Florida 32806

Devices Hensen & Fredley, P. P. P. 130x 1340 P.C. 130x 1340 Winter Econten, FL 3,1787 1

# 10a.2804 m1835

### SCHEDULE "A"

Begin at the SW corner of the S½ of the SE½ of the NE½ of the SE½ of Section 2, Township 21 South, Range 28 East, Run thence N 0° 40′ 20″ E 167.60 feet to the NW corner of the said S½ of SE½ of NE½ of SE½, thence S 89° 53′ 48″ E 268.85 feet along the North line of the said S½ of SE½ of NE½ of SE½, thence S 0° 58′ 13″ W 167.71 feet to the South line of the said S½ of SE½ of NE½ of SE½, thence N 89° 51′ 55″ W 270.90 feet to the point of beginning. Containing 1.038 acres. Orange County, Florida.

(Subject to any easements or restrictions of record, but this reference shall not operate to re-impose the same.)

TOGETHER WITH all plants, nursery stock and supplies on premises being conveyed.

TOGETHER WITH a right to retain an electric service pole in its present location on the Grantors' land. Provided however, that all servicing or alterations of this pole must be done from the premises of the Grantee.

RECORDED & RECORD VERIFIEL

County Comparolier, Grange Co., Fla.

This document prepared by Plotide Power Corporation BY R. W. MEISER 101 - 5th St. So., St. Petersburg, Florido

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, in consideration of the sum of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, grant and convey to FLORIDA POWER other valuable considerations, the receipt of which is hereby acknowledged, grant and convey to Florida Power CORPORATION, its successors or assigns, the right, privilege and easement to construct, reconstruct, operate and maintain for such period of time as it may use the same or until the use thereof is abandoned, a single pole line for the transmission and distribution of electricity, including necessary communication and other wires, poles, guys, anchors, ground connections, attachments, fixtures, equipment and accessories thereinafter collectively referred to as "facilities") desirable in connection therewith over, upon and across the following described land

5

8

200 E

31

Orange County, State of Florida, to wit:

The South & of the SE & of the NE & of the SE & of Section 2, Township 21 South, Range 28 East (less the East 30 feet thereof for Road).

> The South 8 feet of the above described property, herein referred to as Easement Area.



GRANTEE shall have the right to patrol, inspect, alter, improve, repair, rebuild or remove said facilities, including the right to increase of decrease the number of wires and voltage, together with all rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purposes above described. GRANTEE shall also have the right to trim, cut and keep clear trees, limbs, and undergrowth along said line, and trees adjacent thereto, that may endanger the proper operation of the same. GRANTORS further grant the reasonable right to enter upon adjoining lands of the GRANTORS for the purpose of exercising the rights herein granted.

GRANTORS hereby agree that no buildings or structures, other than fences, shall be constructed or located within said Easement Area. However, GRANTORS reserve the right to use said Easement Area for any other purpose which will not unreasonably interfere with the safe and proper construction, installation, operation, maintenance alteration are properly of participations. nance, alteration, repair or removal of said facilities of GRANTEE.

GRANTORS covenant that they have the right to convey the said easement and that the GRANTEE, its successors or assigns shall have quiet and peaceful possession, use and enjoyment of said easement.

All covenants, terms, provisions and conditions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the GRANTORS have hereunto affixed their hands and seals this SEPTEM JEN, A.D. 197 J.

Signed, sealed and delivered in presence of:

(LS.)

STATE OF FLORIDA

COUNTY OF \_OJANGE I HEREBY CERTIFY that on this TEMB CX , A.D. 197 , before me the undersigned GRIPFIN authority, personally appeared .

to me known to be the person(s) described in and who executed the foregoing instrument and ha ve acknowledged before me that The executed the same.

WITNESS my signature and official seal in said County and State, the day and year last aforesaid. (NOTARIAL SEAL)

> Notary Public, State of Horida at Large My Commission Expires June 23, 1976

Notary Public

RECORDED & RECORD VERIFIED

This document prepared by R. W. NEISER ETURN TO: Real Estate Dept., Fis. Power Con F. D. Box 14042, St. Petersburg, Fis. 33738

913 544 (5)

(LS)

MANAGEMENT

RECORDS

DEPARTMENT AS IS

4

### DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, their heirs, successors, lessees and assigns ("GRANTOR"), in consideration of the mutual benefits, covenants and conditions herein contamed, did grant and convey to FLORIDA POWER CORPORATION. a Flonda corporation ("GRANTEE"), P. O. Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees and assigns, an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and service and communication services; by GRANTEE or others; said facilities being located in the following described "Easement Area" within GRANTOR'S premuses in Orange

Orange Co FL 1998-0429469 101998 11:13:19as OR Bk 5595 Pp 1089 Rec 15.00 DSC .70

COUNTY USE ONLY

A 5 foot wide Easement Area defined as comprising the North 5 feet of the following described property.

The South 1/4 of the SE 1/4 of the NE 1/4 of the SE 1/4 of Section 02, Township 21 South, Range 28 East, Orange County, Florida ILESS the East 30 feet for road & LESS begin at the SW comer of the South 1/4 of the SE 1/4 of the NE 1/4 of the SE 1/4 of said Section 02; thence run North 167.6 feet; thence East 268.85 feet; thence South 167.71 feet; thence West 270.9 feet to the Point of Beginning).

Tax Parcel Number: 02-21-28-0000-00-040

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right for GRANTEE to increase or decrease the voltage and to charge the quantity and type of facilities; (c) the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the right for GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon land of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonable necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six feet (6") on the opening side and one foot (1") on the other three sides of any pad mounted transformer. If GRANTOR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEEshall, within GO days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities to enother mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities to GRANTOR (a) GRANTOR shall

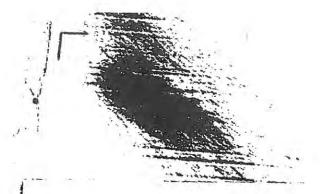
This document prepared by J. BRADFORD MILES Real Estate Dept., Ferida Poince: Corp. P. O. Box 14042, St. Petersburg, FL 33733 PLEASE RETURN 10-FLORICA HOWER CURPORATION 2600 Lake Lucien Drive, Sude 400 Mautang FL 32751-7234

Rat 150 tl Commotion RESP Heat 1 state 913 529(c)

SEC. TYPE RGE. COUNTY GRADIORILAST HAMED ISHRIFT HAMED HAM DZ 21 28 ORANGE Griffith, William B. & & Mariana M.

AW-98-029

PROJECT



DR Bk 5595 Pg 1090 Orange Co FL 1998-0429469

### COUNTY USE ONLY

pay to GRANITEE the full expected cost of the relocation as estimated by GRANITEE, and (b) GRANITOR shall execute and deliver to GRANITEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation.

GRANTOR covenants not to interfere with CRANTEE's facilities within the Easement Area in GRANTOR's premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all demages and injuries, whether to persons or property, resulting from interference with GRANTEE's facilities by GRANTOR or by GRANTOR's agents or employees.

GRANTOR hereby warrants and covenants tal that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, tibl that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions and condition; herein contained shall have and extend to and by obligatory upon the heirs, successors, lessees and assigns of the respective parties herefo.

IN WITNESS WHEREOF, the GRANTOR's hands a	nd scals have been hercunto affixed this _26thday of
WITNESSES:	GRANTORISI:
Minberly Webn-March	William B. Griffith Septet Ris.
7/	,
· Harless A. Turner	(C.S.)
*(Names must be typed on or printed under each signature.)	(Grantorts) mailing address)
	506 N. Jake Pleasant Road
	Apopka, FL 32712
STATEOF West Virginia	4
COUNTY OFGilmer	1 ss.
he foregoing Easement was acknowledged before me	this 26th day of May . 1998, by
William B. Griffith	who is/are personally known to me or who has/have
oduced a Florida Driver's License	as identification and who did/did not take an oath.
Agentics is the second	Quith L'mil.
TOD, East of Wast West's	Name: Judith L. Neadows
( EVICAL ANDIVE	Notary Public Serial Number:
EALT GUARANT NA STEEL	My Commission Expires: April 25, 2000
EALT By Complain Express April 25, 2000	913 529(5)

913 529(5)

BACK

OR Bk 5595 Pg 1091 Grange Co FL 1998-0429469

Recorded - Martha G. Haymie

WITHESSE	S:	GRANTORIS):
- BEN	A. DRIVER	Mariana M. Englith us
- ERIN	- L. Toth	MARIANA M. CRIFFITHUS.
each sign	nust be typed on or printed under laturo.)	(Grantor(s) mailing address)
		A COPKA, FL 32712
STATE OF _	0	] ] 35.
1110	ng Essement was acknowledged beto arrana M. Luf 7L Duiers Luce	to me this 29th day of May 1998 by
7	9613-553-876-0	Name: Notary Public
EALI	Emil Ten	Serial Number: My Commission Expires:



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY Address: 530 SOUTH MAIN STREET SUITE 1061, AKRON,

OH 44311

### **OWNER & ENCUMBRANCE SEARCH REPORT**

Agent File No: 01-23000887-01S

Loan No: ATTN:

THIS TITLE SEARCH IS AN OWNERSHIP AND ENCUMBRANCE SEARCH ONLY AND DOES NOT REFLECT TITLE DEFECTS OR OTHER MATTERS THAT WOULD BE SHOWN BY TITLE INSURANCE.

Legal Description: See attached Exhibit A.

506 N LAKE PLEASANT RD, APOPKA, FL 32712

Last Record Title Holder: WILLIAM B. GRIFFITH AND MARIANA M. GRIFFITH, HIS WIFE

### **Documents of Record:**

- (1) UPON EXAMINATION OF ORANGE COUNTY RECORDS, WE FIND NO OPEN MORTGAGE OF RECORD. PLEASE VERIFY BY INQUIRY OF ESCROW PERSONNEL AND/OR PROPOSED INSURED WHETHER OR NOT THIS INFORMATION IS CORRECT AND ADVISE THE TITLE DEPARTMENT PRIOR TO CLOSING.
- (2) A JUDGMENT SEARCH HAS BEEN PERFORMED IN THE COUNTY LAND RECORDS FOR CURRENT OWNERS OF RECORD, AND AS OF THE EFFECTIVE DATE HEREOF, WE FIND NO JUDGMENT LIENS WHICH AFFECT CAPTION PREMISES.

Period Searched-As of Date: 01/04/2023

Taxes-See Attached Tax Certification

### Comments and Additional Information:

- (1) AFFIDAVIT UNDER FICTICIOUS NAME STATUTE RECORDED ON 09/11/1973 AS INSTRUMENT NO 673011 AT BOOK 2449 AND PAGE 1384, FOR WILLIAM B. GRIFFITH, MARIANA M. GRIFFITH AND CONSTANCE GRIFFITH TO BE KNOWN AS FLORIDA GREEN FOLIAGE
- (2) EASEMENT RECORDED ON 11/16/1973 AS INSTRUMENT NO 702797 AT BOOK 2472 AND PAGE 143
- (3) AGREEMENT RECORDED ON 03/26/1976 AS INSTRUMENT NO 978834 AT BOOK 2687 AND PAGE 1811
- (4) ADDENDUM TO AGREEMENT RECORDED ON 03/23/1976 AT BOOK 2687 AND PAGE 1816
- (5) DISSOLUTION OF PARTNERSHIP AGREEMENT RECORDED ON 06/24/1977 AS INSTRUMENT NO 1116625 AT BOOK 2794 AND PAGE 1239, BETWEEN WILLIAM B. GRIFFITH, MARIANA M. GRIFFITH AND CONSTANCE GRIFFITH, DOING BUSINESS AS FLORIDA GREEN FOLIAGE
- (6) DISTRIBUTION EASEMENT RECORDED ON 10/19/1998 AS INSTRUMENT NO 1998-0429469 AT BOOK 5595 AND PAGE 1089

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has not searched for, nor do we assume any liability as to any, restrictions, easements, reservations, conditions, or limitations of record, further this report does not cover any improvement or special assessments by any county or municipal governmental agency.

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report."

**Date:** 3/29/2023

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

By Monrol President
Attest Down Wold Secretary

### **EXHIBIT "A"**

SITUATED IN THE COUNTY OF ORANGE AND THE STATE OF FLORIDA:

SOUTH 1/4 OF THE SE 1/4 OF THE NE 1/4 OF THE SE 1/4 (LESS THE EAST 30 FEET THEREOF) SECTION 2, TOWNSHIP 21 SOUTH, RANGE 28 EAST.

### LESS AND EXCEPTING:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTH 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 28 EAST, RUN THENCE NORTH 0 DEGREES 40 MINUTES 20 SECONDS EAST 167.60 FEET TO THE NORTHWEST CORNER OF THE SAID SOUTH 1/4 OF SOUTHEAST 1/4 OF NORTHEAST 1/4 OF SOUTHEAST 1/4, THENCE SOUTH 89 DEGREES 53 MINUTES 48 SECONDS EAST 268.85 FEET ALONG THE NORTH LINE OF THE SAID SOUTH 1/4 OF SOUTHEAST 1/4 OF NORTHEAST 1/4 OF SOUTHEAST 1/4, THENCE SOUTH 0 DEGREES 58 MINUTES 13 SECONDS WEST 167.71 FEET TO THE SOUTH LINE OF THE SAID SOUTH 1/4 OF SOUTHEAST 1/4 OF NORTHEAST 1/4 OF SOUTHEAST 1/4, THENCE NORTH 89 DEGREES 51 MINUTES 55 SECONDS WEST 270.90 FEET TO THE POINT OF BEGINNING. CONTAINING 1.038 ACRES, ORANGE COUNTY, FLORIDA.

ADDRESS: 506 N LAKE PLEASANT RD APOPKA, FL 32712

TAX ID NO: 02-21-28-0000-00-040

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED GRANTOR: JOHN J. HIPPS AND ELSIE A. HIPPS, HIS WIFE

GRANTEE: WILLIAM B. GRIFFITH AND MARIANA M. GRIFFITH, HIS WIFE

DATED: 11/10/1966 RECORDED: 11/17/1966

BOOK-PAGE/DOC#: 1589-318 /104017

COMMENTS: