

**AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)**

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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

Commitment Number: 25-P-0424	Revision Number: None	Issuing Office File Number: 25-P-0424	Issuing Agent: B09288
Property Address: Camp Mack Rd., Lake Wales, FL 33898	Loan ID Number: None	Issuing Office's ALTA Registry ID: None	Issuing Office: Putnam & Creighton, P.A. 5015 S. Florida Avenue Suite 401 Lakeland, FL 33813

SCHEDULE A

1. Commitment Date: September 26, 2025 @ 08:00 AM
2. Policy to be issued: Proposed Amount of Insurance:
 - a. OWNER'S: 2021 ALTA Owner's Policy with Florida Modifications \$TBD
Proposed Insured: TBD
The estate or interest to be insured: Fee Simple
 - b. MORTGAGEE: 2021 ALTA Loan Policy with Florida Modifications \$

Proposed Insured:
The estate or interest to be insured:
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)* Steven A. Phillips and Layla D. Phillips, husband and wife and, as disclosed in the Public Records, has been since *(Date)* 3/11/2020 and 5/08/2023
5. The Land is described as follows:
Parcel 1:

Lots 2 and 4, Block "F", TLOTIE BEACH ESTATES, UNIT NUMBER ONE, a subdivision according to the plat thereof recorded in Plat Book 40, Page 39, of the Public Records of Polk County, Florida.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

1408 Westshore Blvd, Suite 900, Tampa, Florida 33607 (612) 71-1111

DRAFT FOR INFORMATION ONLY

AUTHORIZED SIGNATORY
Abel A. Putnam

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**AMERICAN LAND TITLE ASSOCIATION
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ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule A (Continued)

Issuing Office File Number: 25-P-0424

Parcel 2:

Parcel "A": A portion of Lots 6, 8 and 9, Block "F", of TIOTIE BEACH ESTATES, UNIT NUMBER ONE, according to the plat thereof recorded in Plat Book 40, Page 39, Public Records of Polk County, Florida, more particularly described as: Commence at the Northeast corner of said Lot 6, and run on an assumed bearing of N 58°11'51" W 39.93 feet along the Northerly line of said Lot 6 to the Point of Beginning; thence run S 30°14'40" W 153.84 feet; thence run S 59°57'05" E 68.84 feet to a point lying on the southeasterly line of said Lot 8, which lies on a curve concave to the southeast, having a radius of 235.00 feet, a central angle of 23°20'58" and a chord bearing of S 42°53'39" W; thence run Southwesterly along the Southeasterly line of said Lots 8 and 9, and along the arc of said curve 95.77 feet to the southeasterly corner of said Lot 9; thence run N 73°05'50" W 218.28 feet to the southwesterly corner of said Lot 9, which lies on a curve concave southeasterly, having a radius of 450.00 feet, a central angle of 07°30'52" and a chord bearing of N 27°50'50" E; thence run northeasterly along the northwesterly line of said Lot 9 and along the arc of said curve 59.02 feet to the end of this curve; thence run N 31°48'00" E 242.30 feet to the northwesterly corner of said Lot 6; thence S 58°11'51" E 160.33 feet, returning to the Point of Beginning.

AND

Marina and Canal. Less Parcel "C": All of the "Marina" as designated and shown on the plat of TIOTIE BEACH ESTATES, UNIT NUMBER ONE, according to the plat thereof recorded in Plat Book 40, Page 39, Public Records of Polk County, Florida; and all of the "Canal" or right of way to Lake Rosalie, as designated and shown on the plat of TIOTIE BEACH ESTATES, UNIT NUMBER ONE, according to the plat thereof recorded in Plat Book 40, Page 39, Public Records of Polk County, Florida, and on the plat of Tiotie Beach Estates, Unit Number Two, according to the plat thereof recorded in Plat Book 41, Page 17, Public Records of Polk County, Florida;

Less and except the following described parcel: Parcel "C": A portion of the "Marina" as shown on the plat of TIOTIE BEACH ESTATES, UNIT NUMBER ONE, according to the plat thereof recorded in Plat Book 40, Page 39, Public Records of Polk County, Florida, more particularly described as follows: Commence at the Northeast corner of Lot 6, Block F, of said plat of TIOTIE BEACH ESTATES, UNIT NUMBER ONE, thence run on an assumed bearing of N 58°11'51" W 39.93 feet along the Northerly line of said Lot 6; thence run S 30°14'40" W 153.84 feet; thence run S 59°57'05" E 133.99 to a point lying on the boundary line of said "Marina", for the Point of Beginning; thence run N 48°06'53" E 23.23 feet along said Marina boundary; thence S 86°57'31" E 87.88 feet along said Marina boundary; thence run S 03°02'29" W 50.00 feet; thence run N 86°57'31" W 104.33 feet; thence run N 03°02'29" W 33.59 feet, returning to the Point of Beginning; and

Less and except the following described parcel: A portion of the Marina Parcel, lying Easterly of Lots 10 and 11, Block F, according to the Plat of TIOTIE BEACH ESTATES, UNIT NUMBER ONE, as recorded in Plat Book 40, Page 39, Public Records of Polk County, Florida, described as follows: Commence at the Southwest corner of said Lot 11; thence run on an assumed bearing of S 86°57'59" E, along the South line of said Lot 11 and its extension thereof, 279.08 feet to the West line of said Marina Parcel, as shown on said Plat, and the Point of Beginning; thence run N 03°02'01" E, along said Marina Parcel, 103.80 feet; thence N 48°02'07" E, along said Marina Parcel, 70.71 feet; thence S 03°02'01" W, 153.80 feet; thence N 86°57'59" W, 50.00 feet, returning to the Point of Beginning.

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ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-I

Issuing Office File Number: 25-P-0424

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. Warranty Deed from Steven A. Phillips and Layla D. Phillips, husband and wife, to TBD.
 - B. Satisfaction of the mortgage from Steven A. Phillips and Layla D. Phillips, husband and wife, to Hans Verhees dated 3/11/2020 and recorded 3/17/2020 in O.R. Book 11178, Page 1354, Public Records of Polk County, Florida.
5. NOTE: 2024 Property Taxes have been paid in the amount of \$4026.65 on 9/13/2025 for Parcel I.D. #292921-990500-006020.
6. NOTE: 2024 Property Taxes have been paid in the amount of \$7732.26 on 9/13/2025 for Parcel I.D. #292921-990500-006062.
7. NOTE: 2024 Property Taxes were exempt for Parcel I.D. #292921-990500-006064.

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Schedule B-II

Issuing Office File Number: 25-P-0424

EXCEPTIONS FROM COVERAGE

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 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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2.
 - a. General or special taxes and assessments required to be paid in the year 2025 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.*
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
5. All matters contained on the Plat of TIOTIE BEACH ESTATES, UNIT NUMBER ONE, as recorded in Plat Book 40, Page 39, Public Records of Polk County, Florida.
6. All matters contained on the Plat of TIOTIE BEACH ESTATES, UNIT NUMBER TWO, as recorded in Plat Book 41, Page 17, Public Records of Polk County, Florida.
7. Easement given to Florida Power Corporation, dated December 7, 1956 and recorded in Official Records Book 5, Page 413, Public Records of Polk County, Florida, said easement being for the construction, operation, and maintenance of electricity distribution system five feet wide on each side of the interior side lot line and rear lot lines of the platted lots.
8. Easement given to Florida Power Corporation, recorded on April 2, 1985 in Official Records Book 2316, Page 880, Public Records of Polk County, Florida.

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Schedule B-II (Continued)

Issuing Office File Number: 25-P-0424

9. Resolution No. 2016-060 of the Polk County Board of County Commissioners, recorded on June 13, 2016 in Official Records Book 9848, Page 369, and re-recorded on June 21, 2016 in Official Records Book 9856, Page 323, Public Records of Polk County, Florida.
10. Water Service Agreement recorded on May 24, 2023 in Official Records Book 12703, Page 95, Public Records of Polk County, Florida.
11. Easements reserved in the Warranty Deed from Hans Verhees to Steven A. Phillips and Layla D. Phillips, his wife, dated March 11, 2020 and recorded on March 17, 2020 in Official Records Book 11178, Page 1351, Public Records of Polk County, Florida.
12. Rights of the public and/or present or future property owners in Tiotie Beach Estates, Unit Number One, according to the Plat thereof recorded in Plat Book 40, Page 39 and in Tiotie Beach Estates Unit Number Two, recorded in Plat Book 41, Page 17, to use that portion of the above described property constituting the Marina and/or Canal, as designated and shown on said plat.
13. Riparian and littoral rights are not insured.
14. Those portions of the property herein described being artificially filled in land in what was formerly navigable waters, are subject to the right of the United States Government arising by reason of the United States Government control over navigable waters in the interest of navigation and commerce.
15. This policy does not insure any portion of the insured parcel lying waterward of the ordinary high water mark of the Marina, Canal and/or Lake Rosalie.
16. Rights of tenants and/or parties in possession, and any parties claiming, by through or under said tenants or parties in possession, as to any unrecorded leases or rental agreements.

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JOE G. TEDDER, TAX COLLECTOR
POLK COUNTY, FLORIDA

2024 REAL ESTATE PROPERTY TAX BILL

ACCOUNT NUMBER
292921-990500-006020

PAY, SEARCH OR PRINT RECEIPT AT
polktaxes.com
(863) 534-4700

10/02/2025 03:45:34

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PHILLIPS STEVEN A & PHILLIPS
LAYLA D
3369 BAHAMA CT
LAKE WALES, FL 33898-9646

10732 CAMP MACK RD
TLOTIE BEACH ESTATES UNIT 1 PB 40 PG 39 BLK F
LOTS 2, 4

RETAIN THIS PORTION
FOR YOUR RECORDS

AD VALOREM TAXES						
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED	
C101 POLK COUNTY TRANSPORTATION	191,656	0	191,656	1.2000	\$229.99	
C100 POLK COUNTY GENERAL FUND	191,656	0	191,656	4.9848	\$955.37	
C102 POLK COUNTY EMERGENCY MEDICAL	191,656	0	191,656	0.2500	\$47.91	
C103 POLK COUNTY ENV LANDS MGMT	191,656	0	191,656	0.0500	\$9.58	
C104 POLK COUNTY ENV LANDS ACQUISITION	191,656	0	191,656	0.1500	\$28.75	
200 POLK COUNTY PARKS	191,656	0	191,656	0.5286	\$101.31	
210 POLK COUNTY LIBRARY	191,656	0	191,656	0.1985	\$38.04	
220 POLK COUNTY STORMWATER	191,656	0	191,656	0.0941	\$18.03	
110 SCHOOL GENERAL FUND	191,656	0	191,656	3.7960	\$727.53	
100 SCHOOL LOCAL CAPITAL IMPROVEMENT	191,656	0	191,656	1.5000	\$287.48	
320 SOUTH FLA WATER MGMT DIST	191,656	0	191,656	0.0948	\$18.17	
340 OKEECHOBEE WATER MGMT DIST	191,656	0	191,656	0.1026	\$19.66	
330 EVERGLADES CONST PROJECT	191,656	0	191,656	0.0327	\$6.27	
TOTAL				12.9821	\$2,488.09	

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	RATE	UNITS	AMOUNT
FI000 - POLK COUNTY FIRE SERVICES	0.00	2.00	\$974.00
TOTAL NON-AD VALOREM ASSESSMENTS			\$974.00

COMBINED TAXES AND ASSESSMENTS \$3,462.09

If Paid By Oct 02, 2025
Please Pay 0.00

JOE G. TEDDER, TAX COLLECTOR
POLK COUNTY, FLORIDA

2024 REAL ESTATE PROPERTY TAX BILL
1374016

ACCOUNT NUMBER
292921-990500-006020

PHILLIPS STEVEN A & PHILLIPS
LAYLA D
3369 BAHAMA CT
LAKE WALES, FL 33898-9646

10732 CAMP MACK RD
TLOTIE BEACH ESTATES UNIT 1 PB 40 PG 39 BLK F
LOTS 2, 4

PAY ONLY ONE AMOUNT

PAY IN U.S. FUNDS ON A U.S. BANK TO JOE G. TEDDER, TAX COLLECTOR -

If Paid By Oct 02, 2025
Please Pay 0.00

**JOE G. TEDDER, TAX COLLECTOR
POLK COUNTY, FLORIDA**

2024 REAL ESTATE PROPERTY TAX BILL

ACCOUNT NUMBER
292921-990500-006062

**PAY, SEARCH OR PRINT RECEIPT AT
polktaxes.com
(863) 534-4700**

10/02/2025 03:47:14

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PHILLIPS STEVEN A & PHILLIPS
LAYLA D
3369 BAHAMA CT
LAKE WALES, FL 33898-9646

10730 CAMP MACK RD
TIOTIE BEACH ESTATES UNIT 1 PB 40 PG 39 BLK F
A PORTION OF LOTS 6 & 8 & ALL LOT 9 DESC AS:
COMM NE COR OF SAID LOT 6 RUN N58-11-51W
*** SEE TAX ROLL FOR EXTRA LEGAL ***

RETAIN THIS PORTION
FOR YOUR RECORDS

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
C101 POLK COUNTY TRANSPORTATION	297,520	0	297,520	1.2000	\$357.02
C100 POLK COUNTY GENERAL FUND	297,520	0	297,520	4.9848	\$1,483.08
C102 POLK COUNTY EMERGENCY MEDICAL	297,520	0	297,520	0.2500	\$74.38
C103 POLK COUNTY ENV LANDS MGMT	297,520	0	297,520	0.0500	\$14.88
C104 POLK COUNTY ENV LANDS ACQUISITION	297,520	0	297,520	0.1500	\$44.63
200 POLK COUNTY PARKS	297,520	0	297,520	0.5286	\$157.27
210 POLK COUNTY LIBRARY	297,520	0	297,520	0.1985	\$59.06
220 POLK COUNTY STORMWATER	297,520	0	297,520	0.0941	\$28.00
110 SCHOOL GENERAL FUND	297,520	0	297,520	3.7960	\$1,129.38
100 SCHOOL LOCAL CAPITAL IMPROVEMENT	297,520	0	297,520	1.5000	\$446.28
320 SOUTH FLA WATER MGMT DIST	297,520	0	297,520	0.0948	\$28.20
340 OKEECHOBEE WATER MGMT DIST	297,520	0	297,520	0.1026	\$30.53
330 EVERGLADES CONST PROJECT	297,520	0	297,520	0.0327	\$9.73
TOTAL				12.9821	\$3,862.44

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	RATE	UNITS	AMOUNT
FI000 - POLK COUNTY FIRE SERVICES	0.00	6.00	\$2,816.00
TOTAL NON-AD VALOREM ASSESSMENTS			\$2,816.00

COMBINED TAXES AND ASSESSMENTS \$6,678.44

If Paid By	Oct 02, 2025
Please Pay	0.00

**JOE G. TEDDER, TAX COLLECTOR
POLK COUNTY, FLORIDA**

2024 REAL ESTATE PROPERTY TAX BILL

1374019

ACCOUNT NUMBER
292921-990500-006062

PHILLIPS STEVEN A & PHILLIPS
LAYLA D
3369 BAHAMA CT
LAKE WALES, FL 33898-9646

10730 CAMP MACK RD
TIOTIE BEACH ESTATES UNIT 1 PB 40 PG 39 BLK F
A PORTION OF LOTS 6 & 8 & ALL LOT 9 DESC AS:
COMM NE COR OF SAID LOT 6 RUN N58-11-51W
*** SEE TAX ROLL FOR EXTRA LEGAL ***

PAY ONLY ONE AMOUNT

PAY IN U.S. FUNDS ON A U.S. BANK TO JOE G. TEDDER, TAX COLLECTOR -

If Paid By	Oct 02, 2025
Please Pay	0.00

JOE G. TEDDER, TAX COLLECTOR
POLK COUNTY, FLORIDA

2024 REAL ESTATE PROPERTY TAX BILL

ACCOUNT NUMBER
292921-990500-006064

PAY, SEARCH OR PRINT RECEIPT AT
polktaxes.com
(863) 534-4700

10/02/2025 03:48:34

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PHILLIPS STEVEN A & PHILLIPS
LAYLA D
3369 BAHAMA CT
LAKE WALES, FL 33898-9646

*** TAXES UNDER MINIMUM***

CITRUS CT
TIOTIE BEACH ESTATES UNIT 1 PB 40 PG 39
MARINA TOGETHER WITH CANAL TO LK ROSALIE LESS
THAT PART OF MARINA DESC AS: COMM NE COR OF
*** SEE TAX ROLL FOR EXTRA LEGAL ***

RETAIN THIS PORTION
FOR YOUR RECORDS

AD VALOREM TAXES						
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED	
C101 POLK COUNTY TRANSPORTATION	100	0	100	1.2000	\$0.12	
C100 POLK COUNTY GENERAL FUND	100	0	100	4.9848	\$0.48	
C102 POLK COUNTY EMERGENCY MEDICAL	100	0	100	0.2500	\$0.03	
C103 POLK COUNTY ENV LANDS MGMT	100	0	100	0.0500	\$0.01	
C104 POLK COUNTY ENV LANDS ACQUISITION	100	0	100	0.1500	\$0.02	
200 POLK COUNTY PARKS	100	0	100	0.5286	\$0.05	
210 POLK COUNTY LIBRARY	100	0	100	0.1985	\$0.02	
220 POLK COUNTY STORMWATER	100	0	100	0.0941	\$0.01	
110 SCHOOL GENERAL FUND	100	0	100	3.7960	\$0.37	
100 SCHOOL LOCAL CAPITAL IMPROVEMENT	100	0	100	1.5000	\$0.15	
320 SOUTH FLA WATER MGMT DIST	100	0	100	0.0948	\$0.01	
340 OKEECHOBEE WATER MGMT DIST	100	0	100	0.1026	\$0.01	
330 EVERGLADES CONST PROJECT	100	0	100	0.0327	\$0.00	
TOTAL				12.9821	\$1.28	

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	RATE	UNITS	AMOUNT
TOTAL NON-AD VALOREM ASSESSMENTS			\$0.00

COMBINED TAXES AND ASSESSMENTS \$1.28

If Paid By Oct 02, 2025
Please Pay 0.00

JOE G. TEDDER, TAX COLLECTOR
POLK COUNTY, FLORIDA

2024 REAL ESTATE PROPERTY TAX BILL

1374021

ACCOUNT NUMBER
292921-990500-006064

*** TAXES UNDER MINIMUM***

PHILLIPS STEVEN A & PHILLIPS
LAYLA D
3369 BAHAMA CT
LAKE WALES, FL 33898-9646

CITRUS CT
TIOTIE BEACH ESTATES UNIT 1 PB 40 PG 39
MARINA TOGETHER WITH CANAL TO LK ROSALIE LESS
THAT PART OF MARINA DESC AS: COMM NE COR OF
*** SEE TAX ROLL FOR EXTRA LEGAL ***

PAY ONLY ONE AMOUNT

PAY IN U.S. FUNDS ON A U.S. BANK TO JOE G. TEDDER, TAX COLLECTOR -

If Paid By Oct 02, 2025
Please Pay 0.00

804867

Florida-Corporate
Form No. 1924-4-11-59

REC 5 MAR 413

KNOW ALL MEN BY THESE PRESENTS, That the undersigned in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, grant and convey to FLORIDA POWER CORPORATION, a Florida Corporation and to its successors, assigns and heirs, the right, privilege and easement forever, to construct, operate and maintain a public utility line for the transmission and distribution of electricity, including necessary communication and other instrumentalities, poles, guy and brace poles, anchors, ground connections, attachments, fixtures, equipment and accessories desirable in connection therewith, over, upon and across the following described tract of land in _____ County, State of Florida, to-wit:

The streets, parkways, roads, and boulevards, and a strip of land five feet wide on each side of each interior side lot line and each rear lot line, of Tropic Beach Estates, Unit Number One, according to the plat hereof recorded in Plat Book 40, Page 29, public records of Dade County, Florida. "Interior side lot line" as used herein means any lot boundary running approximately at right angles to a street, parkway, road, boulevard, or canal, but not running alongside or abutting upon any street, parkway, boulevard, road, or canal. "Side lot line" as used herein means any lot boundary running approximately parallel with a street, parkway, road, boulevard, but not running alongside or abutting upon any street, parkway, boulevard or road or canal. "Rear lot line" as used herein means any lot boundary running approximately parallel with a street, parkway, road, boulevard, or highway adjoining said tract; together with the right to patrol, inspect, alter, improve, repair and rebuild the same and to remove such lines, wires, utility poles, attachments, equipment and accessories, including the right to increase or decrease the number of wires and voltage, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, for the purposes above described, including the right to trim, cut and keep clear all trees, limbs and undergrowth along said lines and all trees adjacent thereto that may, in any way, endanger the proper operation of the same, including also, the right to enter over adjoining lands of the grantors for the purpose of exercising the rights and privileges herein granted.

The grantors covenant that they have the right to convey the said easement, that the grantee, its successors and assigns, shall have quiet and peaceable possession, use and enjoyment of said easement, and that the grantors will execute such further assurances of said easement as may be required.

IN WITNESS WHEREOF the said grantor has caused these presents to be signed in its name by its _____ President, and its corporate seal to be affixed, attested by its _____ Secretary, this _____ day of _____, A. D. 1956.

Signed, sealed and delivered in presence of: TROPIC BEACH ESTATES OF FLORIDA, INC. (Name of Corporation)
By: _____ Vice-President, Otis Stills
Attest: _____ Secretary

STATE OF FLORIDA 1957 JAN 17 PM 2 23
COUNTY OF _____

I HEREBY CERTIFY that on the _____ day of _____, A. D. 1956, before me personally appeared _____ and _____ respectively, _____ President and Secretary of _____ corporation of the State of Florida, who are known to be the persons described in and who executed the foregoing instrument to the Florida Power Corporation and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they are and thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal in said County and State of Florida, this _____ day of _____, A. D. 1956.

(NOTARIAL SEAL) FILED, RECORDED AND RECORD VERIFIED
D. H. BLOOMER, CLERK
BY _____
804867

My Commission Expires
Notary Public, State of Florida at Large
My Commission Expires November 24, 1958





DISTRIBUTION EASEMENT

1985 APR -2 PM 12:35

726716

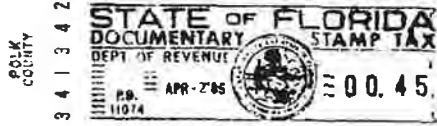
THIS EASEMENT, Made this day between Louis J. Wurth

their heirs, successors and assigns ("GRANTOR"), and FLORIDA POWER CORPORATION, a Florida corporation, its successors, lessees and assigns ("GRANTEE");

WITNESSETH, That, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE 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; said facilities being located in the following described "Easement Area" within GRANTOR's premises in Polk County, Florida, to wit:

A 10 foot wide Easement Area defined as comprising a strip of land lying 5 feet on each side of the center line of Grantee's facilities as installed on Grantor's premises, located in Tiotie Beach Estates, Unit 1, Flatbook 40, Page 39, Block F, Lot 2, in Section 21, Township 29 S, Range 29 E, Sub 99055, Parcel 006020, all lying in Polk County, Florida

45



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 change 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 to trim or remove any timber adjacent to but outside the Easement Area which, in the opinion of 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 lands of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably 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, GRANTEE

Section 21, Township 29S, Range 29E, County Polk

This document prepared by
BLAIR W. CLARK
RETURN TO: Real Estate Dept.
Florida Power Corporation
P.O. Box 14042
St. Petersburg, FL 33733

659-130-85
Individual 913 529 (S)

1326

RETURN TO POLK COUNTY
RIGHT-OF-WAY AND REAL ESTATE

RESOLUTION NO. 2016-060

**A RESOLUTION OF THE POLK COUNTY BOARD
OF COUNTY COMMISSIONERS (THE "BOARD")
CONFIRMING THE DESIGNATION OF CERTAIN
ROADS WITHIN TIOITIE BEACH ESTATES UNIT
NUMBER ONE AS PUBLIC ROADS.**

WHEREAS Tiotie Beach Estates Unit Number One was platted as a subdivision in Polk County, Florida in 1956 as recorded in Plat Book 40, Page 39, of the Public Records of Polk County, Florida; and

WHEREAS, all roads, avenues, drives, parkways, canals, boulevards and/or streets within Tiotie Beach Estates Unit Number One were reserved to Tiotie Beach Estates of Florida, Inc.; and

WHEREAS, Tiotie Beach Estates of Florida, Inc., was dissolved in 1963; and

WHEREAS, Polk County has regularly maintained and repaired some, but not all, of the roads within the platted rights-of-ways within Tiotie Beach Estates Unit Number One for over thirty (30) years; and

WHEREAS, Polk County is unable to locate any records of the roads within Tiotie Beach Estates Unit Number One being designated as public roads; and

WHEREAS, Polk County wishes to designate those roads and associated platted rights-of-way as shown on the recorded plat which have been regularly maintained and repaired by Polk County as public roads and to disclaim any interest in the remaining roads and rights-of-way within Tiotie Beach Estates Unit Number One that have not been regularly maintained and repaired by Polk County.

NOW THEREFORE, BE IT RESOLVED BY THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS, IN OPEN MEETING DULY ASSEMBLED, THIS 7th DAY OF June, 2016, AS FOLLOWS:



INSTR # 2016105825
BK 9848 Pgs 369-370 PG(5)2
RECORDED 06/13/2016 10:29:41 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$18.50
RECORDED BY tonyscar

Section I. Polk County hereby designates the following roads and the platted rights-of-way, or portions thereof, listed below and as more specifically depicted on the attached Exhibit "A" within the platted subdivision of Tiotie Beach Estates Unit Number One recorded in Plat Book 40, Page 39, of the Public Records of Polk County, Florida as public roads:

Subdivision	Platted Right-of-Way Name	Current Right-of-Way Name	Polk County Road #
Tiotie Beach Estates Unit 1	Fort Gardner Rd	Camp Mack Rd	983501
Tiotie Beach Estates Unit 1	Amelia St	Amellia St	992108
Tiotie Beach Estates Unit 1	Bahama St	Bahama Ct	992106
Tiotie Beach Estates Unit 1	Rosalie Blvd	Rosalie Blvd	992104
Tiotie Beach Estates Unit 1	North Marina Pkwy	Marina Pkwy N	992103
Tiotie Beach Estates Unit 1	Palm Dr	Sabal Palm Dr	992105
Tiotie Beach Estates Unit 1	Citrus Ct	Citrus Ct	992102
Tiotie Beach Estates Unit 1	No Name Listed	Kentucky Ave	992101
Tiotie Beach Estates Unit 1	West Beach Pkwy	Beach Pkwy W	992107

Section II. Polk County hereby disclaims any interest to the remaining roads, platted rights-of-way or portions thereof within the platted subdivision of Tiotie Beach Estates Unit Number One recorded in Plat Book 40, Page 39, of the Public Records of Polk County, Florida.

Section IV. This resolution shall take effect immediately upon adoption.

PASSED AND DULY ADOPTED BY THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS IN REGULAR SESSION THIS 7th DAY OF June, 2016.

ATTEST: Stacy M. Butterfield, Clerk

By: Marcella Perkins
Deputy Clerk Q-45

Marcella Perkins, Deputy Clerk

POLK COUNTY, FLORIDA
Board of County Commissioners

By: John E. Hall
John E. Hall, Chairman



RETURN TO POLK COUNTY
RIGHT-OF-WAY AND REAL ESTATE

RESOLUTION NO. 2016-060

**A RESOLUTION OF THE POLK COUNTY BOARD
OF COUNTY COMMISSIONERS (THE "BOARD")
CONFIRMING THE DESIGNATION OF CERTAIN
ROADS WITHIN TIOTIE BEACH ESTATES UNIT
NUMBER ONE AS PUBLIC ROADS.**

WHEREAS Tiotie Beach Estates Unit Number One was platted as a subdivision in Polk County, Florida in 1956 as recorded in Plat Book 40, Page 39, of the Public Records of Polk County, Florida; and

WHEREAS, all roads, avenues, drives, parkways, canals, boulevards and/or streets within Tiotie Beach Estates Unit Number One were reserved to Tiotie Beach Estates of Florida, Inc.; and

WHEREAS, Tiotie Beach Estates of Florida, Inc., was dissolved in 1963; and

WHEREAS, Polk County has regularly maintained and repaired some, but not all, of the roads within the platted rights-of-ways within Tiotie Beach Estates Unit Number One for over thirty (30) years; and

WHEREAS, Polk County is unable to locate any records of the roads within Tiotie Beach Estates Unit Number One being designated as public roads; and

WHEREAS, Polk County wishes to designate those roads and associated platted rights-of-way as shown on the recorded plat which have been regularly maintained and repaired by Polk County as public roads and to disclaim any interest in the remaining roads and rights-of-way within Tiotie Beach Estates Unit Number One that have not been regularly maintained and repaired by Polk County.

NOW THEREFORE, BE IT RESOLVED BY THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS, IN OPEN MEETING DULY ASSEMBLED, THIS 7th DAY OF June, 2016, AS FOLLOWS:

This Resolution is being re-recorded to include Exhibit "A" which was previously and erroneously omitted.



INSTR # 2016105825
BK 9848 Pgs 369-370 PG(s)2
RECORDED 06/13/2016 10:29:41 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$18.50
RECORDED BY tonyscar



INSTR # 2016111879
BK 9856 Pgs 323-325 PG(s)3
RECORDED 06/21/2016 01:54:23 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$27.00
RECORDED BY tonyscar

Section I. Polk County hereby designates the following roads and the platted rights-of-way, or portions thereof, listed below and as more specifically depicted on the attached Exhibit "A" within the platted subdivision of Tiotie Beach Estates Unit Number One recorded in Plat Book 40, Page 39, of the Public Records of Polk County, Florida as public roads:

Subdivision	Platted Right-of-Way Name	Current Right-of-Way Name	Polk County Road #
Tiotie Beach Estates Unit 1	Fort Gardner Rd	Camp Mack Rd	983501
Tiotie Beach Estates Unit 1	Amelia St	Amellia St	992108
Tiotie Beach Estates Unit 1	Bahama St	Bahama Ct	992106
Tiotie Beach Estates Unit 1	Rosalie Blvd	Rosalie Blvd	992104
Tiotie Beach Estates Unit 1	North Marina Pkwy	Marina Pkwy N	992103
Tiotie Beach Estates Unit 1	Palm Dr	Sabal Palm Dr	992105
Tiotie Beach Estates Unit 1	Citrus Ct	Citrus Ct	992102
Tiotie Beach Estates Unit 1	No Name Listed	Kentucky Ave	992101
Tiotie Beach Estates Unit 1	West Beach Pkwy	Beach Pkwy W	992107

Section II. Polk County hereby disclaims any interest to the remaining roads, platted rights-of-way or portions thereof within the platted subdivision of Tiotie Beach Estates Unit Number One recorded in Plat Book 40, Page 39, of the Public Records of Polk County, Florida.

Section IV. This resolution shall take effect immediately upon adoption.

PASSED AND DULY ADOPTED BY THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS IN REGULAR SESSION THIS 7th DAY OF June, 2016.

ATTEST: Stacy M. Butterfield, Clerk

By: Marcella Perkins
Deputy Clerk Q-45

Marcella Perkins, Deputy Clerk

POLK COUNTY, FLORIDA
Board of County Commissioners

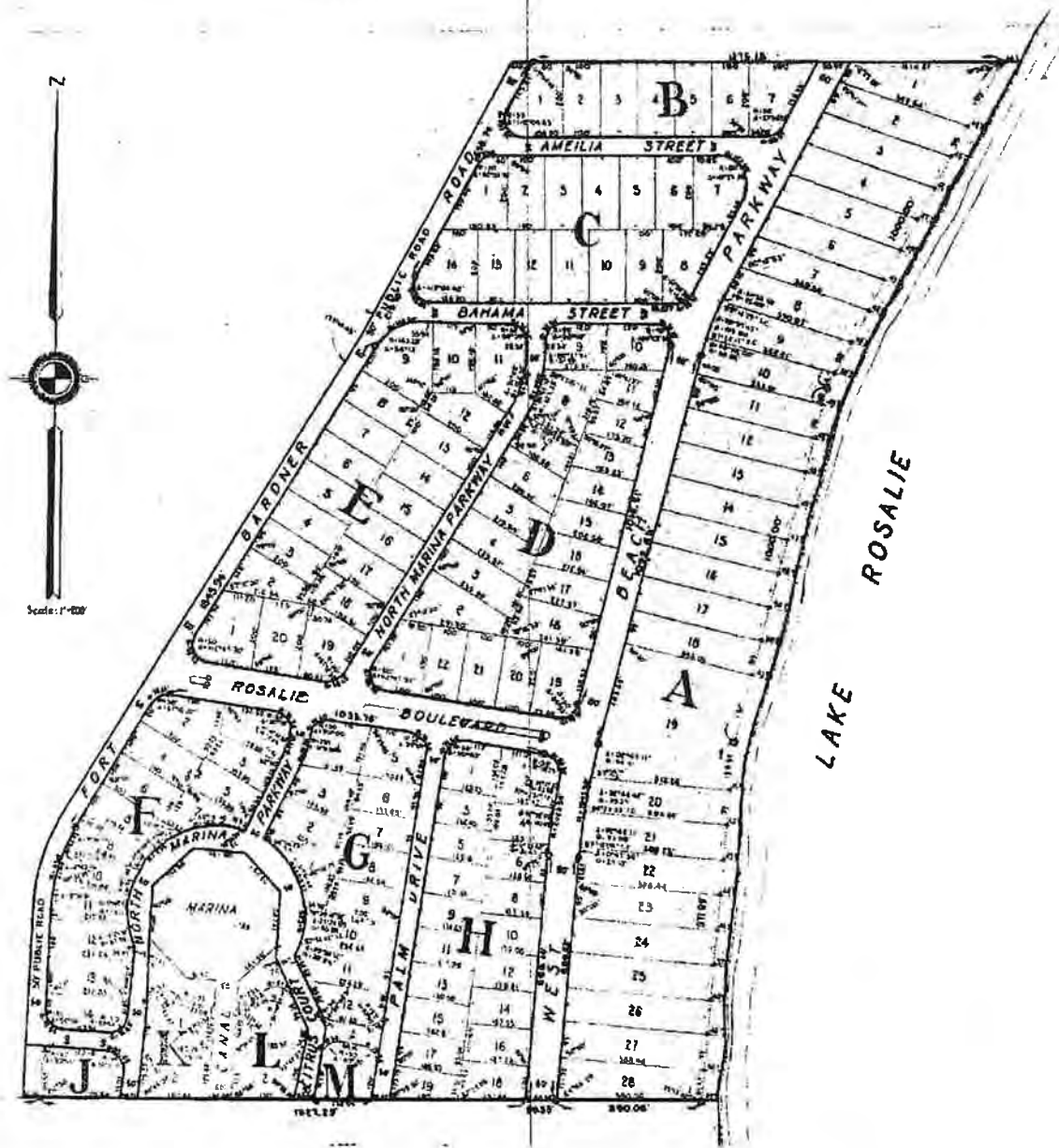
By: John E. Hall
John E. Hall, Chairman



EXHIBIT "A"

TIOTIE BEACH ESTATES

UNIT NUMBER ONE





INSTR # 2023121388
 BK 12703 Pgs 95-99 PG(s)5
 RECORDED 05/24/2023 12:26:37 PM
 STACY M. BUTTERFIELD,
 CLERK OF COURT POLK COUNTY
 DEED DOC #0.70
 RECORDING FEES \$44.00
 RECORDED BY melijohn

RE- Prepared by and return to:
 Jacob C. Dykxhoorn
 Dykxhoorn Law Firm, P.A.
 225 East Stuart Avenue
 Lake Wales, FL 33853

WATER SERVICE AGREEMENT

This Agreement is made as of May 8, 2023 (the "Effective Date"), by and between **Steven A. Phillips and Layla D. Phillips, his wife**, whose post office address is **3369 Bahama Court, Lake Wales, FL 33898** ("Owner"), and **Hans F. Verhees**, whose post office address is **3298 N. Marina Parkway, Lake Wales, FL 33898** ("Grantee"). (*"Owner" and "Grantee" are used for singular or plural, as context requires, and such terms, when used herein, refer to the applicable party and includes such party's heirs, legal representatives, successors and assigns.*)

RECITALS

A. Owner is the fee simple owner of the following described parcel of real property (the "Owner's Property"), located at **10732 Camp Mack Road, Lake Wales, FL 33898**, in Polk County, Florida, to wit:

Lots 2 and 4 of Block "F" of Tiotie Beach Estates, Unit Number One, according to the plat thereof recorded in Plat Book 40, Page 39, public records of Polk County, Florida.

Property Appraiser Parcel #29-29-21-990500-006020.

B. Grantee is the fee simple owner of the following described parcel of real property (the "Grantee's Property"), located at **3298 N. Marina Parkway, Lake Wales, FL 33898**, in Polk County, Florida, to wit:

See **Exhibit "A"** attached hereto and made a part hereof

C. The Owner's Property and the Grantee's Property are adjacent and contiguous to each other.

D. There is a well, pump and motor, and related equipment (collectively the "Well") upon the Owner's Property, which supplies potable water for household and other purposes to the Owner's Property and to the Grantee's Property.

E. On the Effective Date, Grantee conveyed the Owner's Property to Owner. Owner has agreed to continue to supply water from the Well to the Grantee Parcel, in accordance with the terms and conditions set forth below.

In consideration of the mutual covenants and promises contained in this Agreement, the parties agree as follows:

1. Owner and Grantee shall each have the right to use the Well upon the Owner's Property and to take water from the Well for the benefit of their respective parcels for potable water, household, irrigation and other purposes. The Well may be used to supply water to each party's parcel either separately or simultaneously. Owner grants to Grantee the right of unimpeded access to and use of the Well. Grantee shall



have the right to access the Well on the Owner's Property at any time to start or stop the well pump and motor or for any other purpose related to the operation or maintenance of the Well. Grantee use of the Well and water from the Well shall be at no charge or expense to Grantee during the term of this Agreement, except as expressly set forth below.

2. Owner, at Owner's expense, agrees to: (a) service, maintain and repair the Well so that it shall remain in good working condition, including replacement of the pump and motor if necessary; and (b) maintain in full force and effect the water use permit, if any, applicable to the Well. Notwithstanding Owner's obligation to maintain and repair the Well, if, for any reason, the Well is not operating properly, Owner shall have no liability to Grantee for any damage or other expense suffered or incurred by Grantee because of any breakdown or other interruption in the operation of the Well or the provision of water to Grantee. Grantee may, at Grantee's option and at Owner's expense, service, maintain and repair the Well, including replacement of the pump and motor, if necessary, but Owner shall have no obligation to do so. Any amount owed by Owner to Grantee under this paragraph shall be payable within thirty (30) days after Owner's receipt from Grantee of an invoice or other written demand for payment of such amount.

3. Grantee, at Grantee's expense, shall be responsible for the maintenance, repair and replacement of the water lines from the Well which serve only the Grantee's Property. Owner, at Owner's expense, shall be responsible for the maintenance, repair and replacement of all other water lines from the Well.

4. Owner hereby grants and conveys to Grantee, and his heirs, successors, and assigns: (a) a temporary easement under, over, upon, and across the Owner's Property for the maintenance, repair and replacement of the Well and the water lines from the Well to the Grantee's Property, and (b) the right, but not the obligation, to service, maintain and repair the Well so that it shall remain in good working condition.

5. Until the termination of this Agreement as provided below, this Agreement shall be binding on, and the benefits and rights created by this Agreement shall inure to, the parties hereto and their heirs, devisees, personal representatives, successors and assigns. The covenants contained in this Agreement shall run with both parcels of land described above for the term of this Agreement.

6. The term of this Agreement shall commence on the Effective Date set forth above and it shall continue from that date until it is terminated as provided in this paragraph. This Agreement shall terminate upon the first to occur of the following events: (a) the release by Grantee of all of Grantee's rights under this Agreement, which release shall be in writing and shall be recorded in the public records of Polk County, Florida; or (b) the date that Hans F. Verhees or any trust which is revocable by him shall cease to own any fee simple interest in the Grantee's Property. Upon the termination of this Agreement, each party agrees to execute an instrument to be recorded in the public records of Polk County, Florida, confirming the termination of this Agreement.

In witness whereof, the parties have executed this Agreement as of the date first written above.

[signatures on following pages]



Signed, sealed and delivered
in the presence of:

Sign Name: → Jacob C. Dykxhoorn
Print Name: → Jacob C. Dykxhoorn
Witness #1

Steven A. Phillips
Steven A. Phillips

Sign Name: → Amy W. Dykxhoorn
Print Name: → Amy W. Dykxhoorn
Witness #2

Layla D. Phillips
Layla D. Phillips

State of Florida

County of Polk

The foregoing instrument was acknowledged before me this May 8, 2023, by means of physical presence by **Steven A. Phillips and Layla D. Phillips**. They [] are personally known to me or [X] have produced a driver's license as identification.

Jacob C. Dykxhoorn
Notary Public
Print Name: → Jacob C. Dykxhoorn
My Commission Expires: → 6-25-2024

(SEAL)



Signed, sealed and delivered
in the presence of:

Sign Name: → Jacob C. Dykxhoorn
Print Name: → Jacob C. Dykxhoorn
Witness #1

Hans F. Verhees
Hans F. Verhees

Sign Name: → Amy W. Dykxhoorn
Print Name: → Amy W. Dykxhoorn
Witness #2

State of Florida

County of Polk

The foregoing instrument was acknowledged before me this May 8, 2023, by means of physical presence by **Hans F. Verhees**. He [] is personally known to me or [X] has produced a driver's license as identification.

Jacob C. Dykxhoorn
Notary Public
Print Name: → Jacob C. Dykxhoorn
My Commission Expires: 6-25-2024

(SEAL)



EXHIBIT "A"
GRANTEE'S PROPERTY

Residence at 3298 N. Marina Parkway, Lake Wales, FL 33898
Property Appraiser Parcel #29-29-21-990500-006061

Parcel "B": A portion of Lots 6, 7 and 8 of Block "F" of Tiotie Beach Estates, Unit Number One, according to the plat thereof recorded in Plat Book 40, Page 39, public records of Polk County, Florida, more particularly described as follows: Begin at the Northeast corner of said Lot 6; thence run on an assumed bearing of N 58°11'51" W 39.93 feet along the Northeast line of said Lot 6; thence run S 30°14'40" W 153.84 feet; thence run S 59°57'05" E 68.84 feet to the Southeasterly line of said Lot 8, which lies on a curve, having a radius of 235.00 feet, a central angle of 54°50'25" and a chord bearing of S 81°59'23" E; thence run Northeasterly along the Southeasterly line of said Lots 8 and 7, and along the arc of said curve 224.93 feet to a corner of said Lot 7; thence run N 25°31'46" E 32.89 feet to the Northeast corner of Lot 7; thence N 58°04'45" W 195.80 feet to the Northwest corner of said Lot 7; thence run S 31°34'40" W 20.00 feet, returning to the Point of Beginning.

AND

Parcel "C": A portion of the "Marina" as shown on the plat of Tiotie Beach Estates, Unit Number One, according to the plat thereof recorded in Plat Book 40, Page 39, public records of Polk County, Florida, more particularly described as follows: Commence at the Northeast corner of Lot 6, Block F, of said plat of Tiotie Beach Estates, Unit Number One, thence run on an assumed bearing of N 58°11'51" W 39.93 feet along the Northerly line of said Lot 6; thence run S 30°14'40" W 153.84 feet; thence run S 59°57'05" E 133.99 to a point lying on the boundary line of said "Marina", for the Point of Beginning; thence run N 48°06'53" E 23.23 feet along said Marina boundary; thence S 86°57'31" E 87.88 feet along said Marina boundary; thence run S 03°02'29" W 50.00 feet; thence run N 86°57'31" W 104.33 feet; thence run N 03°02'29" W 33.59 feet, returning to the Point of Beginning.

AND

A portion of Lot 5 of Block "F" of Tiotie Beach Estates, Unit Number One, according to the plat thereof recorded in Plat Book 40, Page 39, public records of Polk County, Florida, more particularly described as follows: Begin at the Northwesterly corner of said Lot 5 and run on an assumed bearing of North 31°34'40" East, along the Westerly line of said Lot 5, a distance of 40.00 feet; thence run South 46°36'31" East, a distance of 201.14 feet to the Southwest corner of said Lot 5; thence run North 58°04'45" West, along the South line of said Lot 5, a distance of 196.88 feet, returning to the Point of Beginning.





INSTR # 2020061210
 BK 11178 Pgs 1351-1353 PG(s)3
 RECORDED 03/17/2020 02:16:38 PM
 STACY M. BUTTERFIELD, CLERK OF COURT
 POLK COUNTY
 DEED DDC \$4,900.00
 RECORDING FEES \$27.00
 RECORDED BY Jesscast

Re-
Prepared by and return to:
 Jacob C. Dykxhoorn
 Dykxhoorn Law Firm, P.A.
 225 East Stuart Avenue
 Lake Wales, FL 33853
 863-676-3300

File Number: 19-162

Tax Parcel Identification No. 29-29-21-990500-006062 & 006063

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Deed is made this 11th day of March, 2020, between Hans Verhees, a married man, joined by his wife, Paula Verhees, whose post office address is 3298 N. Marina Parkway, Lake Wales, FL 33898 ("Grantor"*), and Steven A. Phillips and Layla D. Phillips, his wife, whose post office address is 3495 Amelia Street, Lake Wales, FL 33898 ("Grantee"*). [*"Grantor" and "Grantee" are used for singular or plural, as context requires. Whenever used herein, the terms "Grantor" and "Grantee" refer to the applicable party and includes such party's heirs, legal representatives, successors, and assigns.]

Witnesseth: Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations paid or given to Grantor by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's heirs, successors, and assigns forever, the following described land, situate, lying and being in Polk County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Subject to: (a) all restrictions, reservations, conditions, and easements of record, if any, which are not reimposed by this deed; and (b) taxes and assessments for the year 2020 and subsequent years.

Together with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining; to have and to hold the same in fee simple forever.

Grantor does hereby fully warrant the title to said land and will defend the same against lawful claims of all persons whomsoever, except as set forth above and except for any portion of the above described property which may lie below the ordinary high water mark of any body of water within said land.

Grantor hereby reserves an easement of ingress and egress over the Marina and Canal described on Exhibit "A" attached hereto for the benefit of Grantor's remaining adjacent or nearby properties now assessed under Polk County Property Appraiser's Parcel #29-29-21-990500-006100, Parcel #29-29-21-990500-006061 and Parcel #29-29-21-990500-006020, and also for the benefit of Parcel "D" described on Exhibit "A", which easement shall run with the land.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal as of the day and year first above written.

D

DoubleTime®

Signed, sealed and delivered in our presence:

✓ Jacob C. Dykxhoorn
Witness Name: Jacob C. Dykxhoorn

✓ Joan Jarvis
Witness #2: sign name above
Print Name: ✓ JOAN JARVIS

✓ Hans Verhees (Seal)
Hans Verhees

✓ Paula Verhees (Seal)
Paula Verhees

State of Florida
County of Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of March, 2020 by Hans Verhees and Paula Verhees, who are personally known or have produced a driver's license as identification.

[Notary Seal]



✓ Jacob C. Dykxhoorn
Notary Public

Printed Name: Jacob C. Dykxhoorn

My Commission Expires: June 25, 2020

