

State of Florida



Public Service Commission

-M-E-M-O-R-A-N-D-U-M-

DATE: April 25, 2001

TO: Division of Records and Reporting

FROM: Patricia Brady, Division of Regulatory Oversight

pb BSM PD

RE: Docket No. 010382-SU - Application for transfer of Certificate No. 515-S in Polk county from ABCA, Inc. to West Lakeland Utilities, Inc.

Please add the attached exhibit to the docket file. It is the title commitment which was Exhibit 1 to the Addendum to Real Estate Contract. Thank you.

cc: Division of Legal Services (Crosby)
Division of Records and Reporting (Security File)

DOCUMENT NUMBER-DATE

05179 APR 25 2001

FPSC-RECORDS/REPORTING

¹
EXHIBIT 2

ADDENDUM TO REAL ESTATE CONTRACT

RECEIVED

APR 24 2001

Florida Public Service Commission
Division of Regulatory Oversight

**A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B - Section 1**

Commitment Number

I. The following are requirements to be complied with:

1. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
 - a.) Warranty Deed from ABCA, Inc., a Florida corporation, to the Proposed Insured, conveying the land described in Schedule A. (NOTE: If the proposed instrument of conveyance is to be executed by an Officer other than a Chief Executive Officer, President or Vice President, a certified Resolution authorizing said Officer to sign on behalf of the corporation must be recorded.)
2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors and materialmen are all paid.
5. The title policy, when issued pursuant to this commitment, will delete Standard Exception No. 2 (a) relating to rights or claims of parties in possession not shown by the public records, if at closing the Owner signs an affidavit affirming that there is no person in possession of the property or with a claim of possession to the property, which Affidavit is acceptable to CHICAGO TITLE INSURANCE COMPANY.
6. The title policy, when issued pursuant to this commitment, will delete Standard Exceptions 2 (b) and (c) relating to matters of survey and unrecorded easements, if prior to closing the Company is furnished with a survey prepared by a registered Florida land surveyor dated no more than 90 days prior to the closing date of subject transaction, certified to the Proposed Insured(s), CHICAGO TITLE INSURANCE COMPANY, and all other parties in interest, meeting the minimum standards for land surveys as set forth in Chapter 472.027, Florida Statutes or in Chapter 61G-17.6, Florida Administrative Code; subject to all matters disclosed by said survey. Said survey must locate all easements listed in Schedule B - Section 2 hereof, as well as all improvements located on the land. In addition, the Company will require completion by the surveyor of CHICAGO TITLE INSURANCE COMPANY Surveyor's Report Form No. 3061. The title policy will be subject to all matters shown on said report.
7. The title policy, when issued pursuant to this commitment, will delete Standard Exception No. 2 (d) relating to any lien or right to lien for services, labor or material furnished, which is imposed by law and not shown by the public records, if at closing the Owner signs an affidavit acceptable to CHICAGO TITLE INSURANCE COMPANY affirming that no improvements have been made to the property within the past ninety (90) days for which payment has not been made in full.
8. The title policy, when issued pursuant to this commitment, will delete Standard Exception No. 2 (e) upon the Company being provided with satisfactory proof that there are no outstanding taxes, charges or special assessments which are not shown as existing liens by the public records.
9. Satisfactory evidence must be furnished showing that ABCA, Inc., a corporation organized under the laws of Florida, is currently in good standing in that state.
10. The name or names of the proposed insured under the policy must be furnished and this commitment is subject to such further exceptions and/or requirements as may then be deemed necessary.
11. Payment of real estate taxes and assessments for the year 2000.

**A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B - Section 2**

Commitment Number

- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of 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 Commitment.
 2. Standard Exceptions:
 - a. Rights or claims of parties in possession not shown by the Public Records.
 - b. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
 - c. Easements, or claims of easements, not shown by the Public Records.
 - d. Any lien, or right to a lien, for service, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 - e. Taxes or special assessments which are not shown as existing liens by the Public Records.
 - f. Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.
 - g. Taxes and assessments for the year 2001 and subsequent years.
 3. Standard exceptions (b) and (c) may be removed from the policy when a satisfactory survey and surveyor's report and inspection of the premises is made.
 4. Standard exceptions (a) and (d) may be removed upon receipt of a satisfactory affidavit-indemnity from the party shown in title and in possession stating who is in possession of the lands and whether there are improvements being made at date of commitment or contemplated to commence prior to the date of closing which will not have been paid for in full prior to the closing.
 5. Easement for ingress and egress granted to Florida Audubon Society and as set forth in Warranty Deed recorded in Official Records Book 809, page 648, and amended in Agreement recorded in Official Records Book 1552, page 719, of the public records of Polk County, Florida. (affects Parcel VII)
 6. Restrictive covenants and conditions as contained in instrument recorded in Official Records Book 1427, page 721, and Amendment recorded in Official Records Book 1636, page 202, of the public records of Polk County, Florida. (affects Parcels II, IV, V, VII and VIII)
 7. Easement(s) granted to City of Lakeland, recorded in Official Records Book 1533, page 1783, of the public records of Polk County, Florida. (affects Parcels V and VII).
 8. Easement(s) granted to Polk County, recorded in Official Records Book 1880, page 139, of the public records of Polk County, Florida. (affects Parcel VII)
 9. Easement(s) as shown in Plat Book 62, page 14, of the public records of Polk County, Florida. (affects Parcel II)
 10. Notwithstanding the description of the land insured as shown of record and as reflected in Schedule A of this Commitment/Policy, this Commitment/Policy insures only that part of said lands lying upland of the ordinary

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B - Section 2

Commitment Number

high water mark of unnamed lake. (affects Parcels VII and VIII)

11. This Policy does not insure the nature or extent of riparian or littoral rights.
12. As to any portion of the premises herein described which is (a) submerged land or is (b) artificially filled in land, artificially exposed land, or any land accreted thereto, in what was formerly navigable waters, this Policy is subject to the right of the United States Government and/or the State of Florida, arising by reason of the United States Government's control over navigable waters in the interest of navigation and commerce, and the inalienable right of the State of Florida in the lands and/or waters of such character.

STANDARD EXCEPTIONS FOR OWNER'S POLICY

The owner's policy will be subject to the mortgage, if any, noted under item one of Section 1 of Schedule B hereof and to the following exceptions: (1) rights or claims of parties in possession not shown by the public records; (2) encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises; (3) easements, or claims of easements, not shown by the public records; (4) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; (5) taxes or special assessments which are not shown as existing liens by the public records.

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

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THE ORIGIN/ OF
THIS DOCUMENT IS
OF POOR QUALITY.

162036
WARRANTY DEED

809 648

The Grantor, AMERICAN CYANAMID COMPANY, a corporation existing under the laws of the State of Maine, having an office at Wayne, New Jersey, and authorized to transact business in the State of Florida, in consideration of ten dollars and other valuable considerations received from the Grantees, hereby grants and conveys to the Grantees, P. P. COCCANS and AILEEN COCCANS, his wife, jointly as tenants by the entirety, whose post office address is 725 Avenue F, Southeast, Winter Haven, Florida, the real property described below.

Section 14: (a) That part of the S-1/2 of NW-1/4 of SE-1/4 lying south of the Atlantic Coast Line Railroad Company right-of-way.
(b) The SE-1/4 of SW-1/4, and the SW-1/4 of SE-1/4.

Section 23: The NE-1/4, and the W-1/4 of SE-1/4.

ALL IN TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA.

This conveyance is subject to lien for 1964 real estate taxes, and to any existing right-of-way, if applicable, for State Road S-542 (old Lakeland-Auburndale Road) through the S-1/2 of Section 14. This conveyance is also subject to any existing rights, if applicable, of Southern Bell Telephone and Telegraph Company under a general permit from Elvene R. Jackson, dated April 4, 1942, recorded in Deed Book 662, page 303, Polk County, Florida, pertaining to telephone and telegraph lines along the Atlantic Coast Line Railroad Company right-of-way through the NW-1/4 of SE-1/4 of said Section 14.

The Grantor covenants that the property is free of all encumbrances (except as stated above), that lawful seisin of and good right to convey the property are vested in the Grantor, and the Grantor hereby fully warrants title to the property and against the lawful claims of all persons whom-

101 APR 17 AM 11:00

THE ORIGINAL OF THIS DOCUMENT IS OF POOR QUALITY.

REC 809 PAGE 19

American Cyanamid Company has heretofore conveyed to Florida Audubon Society the E-3/4 of SE-1/4 of said Section 23 (and other lands) by deed dated August 17, 1962, recorded in Official Records Book 652, page 426, Polk County, Florida. The Grantees, for themselves, their heirs and assigns, agree that they will allow Florida Audubon Society reasonable passage between State Road E-542 (old Lakeland-Auburndale Road) and the lands owned and maintained by Florida Audubon Society as a wildlife sanctuary in the E-3/4 of SE-1/4 of said Section 23. Such passage shall be over the trail that now exists along or near the westerly boundary of the SW-1/4 of SE-1/4 of said Section 14 and along or near the westerly boundary of the E-1/2 of said Section 23, or over such other route as will provide reasonable ingress and egress for Florida Audubon Society. Such right of passage shall be private and for the benefit of Florida Audubon Society in connection with its maintenance and use of a wildlife sanctuary, and the Grantors, their heirs and assigns, may exclude the public at large by chains or other appropriate barriers.

Dated this 9th day of April, 1964.

Signed, sealed, and delivered in the presence of:

Robert O'Brien

James E. Allen

Witnesses

(Corporate Seal)

AMERICAN CYANAMID COMPANY

By [Signature]
As its Vice President

REOB
4/8/64

Attest:

[Signature]
As its Assistant Secretary

THE ORIGINAL OF
THIS DOCUMENT IS
OF POOR QUALITY.

REC 809 PAGE 050

STATE OF NEW JERSEY
COUNTY OF PASSAIC

I hereby certify that on this day before me, the under-
signed notary public authorized in the state and county named
above to administer oaths and take acknowledgments, personally
appeared *R. G. SWAIN AND H. W. WILSON*

as Vice President and Assistant Secretary, respectively, of
AMERICAN CYANAMID COMPANY, a corporation existing under the laws
of the State of Maine, known to me to be the persons described
in and who executed the foregoing instrument as such officers,
and they acknowledged before me that they executed the same in
behalf of said corporation, and that they were duly authorized
by said corporation to do so. Witness my hand and official seal
in the state and county named above this 9th day of April 1964.

Francis N. Barber
Notary Public, State of New Jersey

My commission expires:

FRANCIS N. BARBER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 1, 1967

(Affix notarial seal)

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
APR 17 1964
4000
CONTROLLER
DE 126127



FILED, RECORDED AND
RECORD VERIFIED
D H SLOAN JR CLK OF CL
POLK COUNTY, FLA

D.H. Sloan Jr.

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1552 PAGE 719

THIS INSTRUMENT WAS PREPARED BY:
JERRY A. DEVANE, Attorney at Law
P. O. BOX 1028, LANGLAND, FLORIDA 33607

AGREEMENT

THIS AGREEMENT entered into by and between BERKNOR, INC., a Florida corporation, hereinafter referred to as Owner; MORTGAGE INVESTORS OF WASHINGTON, hereinafter referred to as Mortgagee and the FLORIDA AUDUBON SOCIETY, hereinafter referred to as Society

W I T N E S S E T H :

WHEREAS, Owner owns property hereinafter described, located in Polk County, Florida, and

WHEREAS, Mortgagee holds a mortgage interest in said property, and

WHEREAS, Society has or may have an easement for ingress and egress across the said property as set forth in a certain Warranty Deed from American Cyanamid Company to R. P. Goggans and Aileen Goggans, recorded in Official Record Book 809, Pages 848 and 849, Public Records of Polk County, Florida, and

WHEREAS, the parties hereto desire to definitely locate upon the property the said easement for ingress and egress and to clarify any ambiguity which may be set forth in that deed granting the said easement,

IN CONSIDERATION for the agreements and covenants herein contained the parties hereto agree as follows:

1. The property owned by Owner is fully described in Exhibit A attached hereto and made a part hereof.
2. It is specifically understood and agreed that a portion of the property of Owner has been subdivided and a plat thereof approved by the County Commission of Polk County, Florida and admitted to the Public Records of Polk County, Florida; that Owner intends to subdivide and plat, from time to time, the remainder of the property.
3. That in clarification of that easement for ingress

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R. J. HARDEN & DEVANE
P.O. Box 1028 Langland, FL 33602

1000
[Signature]

OFF REC 1552 PAGE 720

and egress to the property owned by the Society granted to the Society by virtue of that Warranty Deed from American Cyanamid Company to R. P. Goggans and Aileen Goggans, recorded in Official Record Book 809, Pages 848 and 849, Public Records of Polk County, Florida, the parties agree that Society shall have such easement of ingress and egress across the lands of Owner from Reynolds Road to the property owned by Society which is adjacent to the property of Owner and which is maintained by Society as a wildlife sanctuary: that at such time or times that the property is subdivided by Owner and such plats are accepted by the County Commission of Polk County, Florida, and are admitted to the Public Records of Polk County, Florida, the easement of ingress and egress shall be limited and confined to the platted streets and byways shown upon such plats as well as across the north 20 feet of Lot 9, Unit No. 10 of Leisure Lake Estates.

4. It is agreed that until such time or times as the property shall be subdivided and platted, Society shall have reasonable ingress and egress across lands of Owner from Reynolds Road to an existing road running easterly and westerly upon the property of Society.

5. It is specifically understood and agreed by the parties that this shall be and is the sole easement held by the Society and is a clarification of that heretofore existing easement and is not a new easement or a substitution of that existing easement. This is intended to remove any clouds upon title of any lands which have or may have resulted from the grant of the easement in the deed from American Cyanamid Company described herein above.

6. This Agreement shall be in no way construed as an endorsement of the development project of Berknor, Inc. by the Florida Audubon Society and also shall not be construed to waive any right of the Florida Audubon Society to engage in litigation to obtain relief from damages which may accrue to the Audubon Sawpit Creek Sanctuary because of activities of Berknor, Inc., its heirs or assigns. The attached Addendum to Agreement is hereby incorporated as a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set

REF 1552 PAGE 721

their hands and seals on this the 28 day of August, 1973.

Witnesses:

BERKNOR, INC.

~~Donald S. Brown~~
~~Donald S. Brown~~
Brenda S. Browne
Brenda S. Browne
Brenda S. Browne

BY: Maurice H. Berk
MAURICE H. BERK, President

ATTEST: Robert B. Hirsch
ROBERT B. HIRSCH, Secretary

Laura J. Cooper
Laura J. Cooper

MORTGAGE INVESTORS OF WASHINGTON

Carol J. Zbrazny
Carol J. Zbrazny

BY: Payton B. Fletcher
Payton B. Fletcher, Vice President

ATTEST: Thomas G. McGary
Thomas G. McGary, ASST. Secy.

Philip C. Allen
Carleen

FLORIDA AUDUBON SOCIETY

BY: Hal Scott

ATTEST: Luzanne Hausladen

DISTRICT OF COLUMBIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared MAURICE H. BERK and ROBERT B. HIRSCH, well known to me to be the President and Secretary, respectively of BERKNOR, INC., the corporation named in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State

OFF REC 1552 PAGE 722



last aforesaid this 28 day of August, 1973.

[Signature]
Notary Public

My Commission Expires Feb. 28, 1975

My Commission Expires: _____

STATE OF MARYLAND COUNTY OF MONTGOMERY

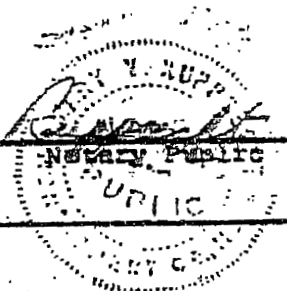
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the aforesaid County and State to take acknowledgments personally appeared Peyton B. Fletcher, III, and Thomas G. McGarry, well known to me to be the Vice President and Assistant Secretary, respectively of MORTGAGE INVESTORS OF WASHINGTON, the corporation named in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal this 18th day of

August, 1973.

[Signature]
Notary Public

My Commission Expires: 7-1-74



STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared

Hal Smith, well known to me to be the Executive Director of FLORIDA AUDUBON SOCIETY, the corporation named in the

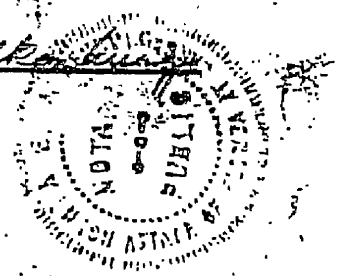
foregoing instrument, and that they severally acknowledged executing

the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of August, 1973.

Virginia E. Volkman
Notary Public

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JUN 17, 1977
Provided by: ... Insurance Underwriters



REF 1552 PAGE 724

EXHIBIT A

The S 1/2 of SE 1/4 of SW 1/4 of Section 14, Township 28 South,
Range 24 East;

AND

E 1/2 of NW 1/4 and W 1/4 of SE 1/4 and NW 1/4 of NW 1/4, LESS:
Commence at the NW corner of Section 23, Township 28 South,
Range 24 East, and run South along the West boundary of said
Section 23, a distance of 626.67 feet for the point of beginning;
thence North 89°59'00" East 566.20 feet; thence South 0°01'00"
East 695.37 feet to a point on the South boundary of the NW 1/4
of the NW 1/4 of said Section 23; thence North 89°56'30" West
566.40 feet to the Southwest corner of said NW 1/4 of the NW 1/4;
thence North along the West boundary of said Section 23, a
distance of 694.63 feet to the point of beginning; and LESS
Lots 53, 54 and 55 of Unit #2 of SAM'S LEISURE LAKE ESTATES,
according to plat thereof recorded in Plat Book 58, Page 29,
Public Records of Polk County, Florida; ALL in Section 23,
Township 28 South, Range 24 East.

AND

The North 300 feet of the E 1/2 of the SW 1/4; the East 500 feet
of the South 500 feet of the North 800 feet of the E 1/2 of the
SW 1/4; the East 320 feet of the South 600 feet of the North 1400
feet of the E 1/2 of the SW 1/4, and the East 220 feet of the
E 1/2 of the SW 1/4, LESS the North 1400 feet thereof, all being
in Section 23, Township 28 South, Range 24 East.

REF 1552 PAGE 725

ADDENDUM TO AGREEMENT BY AND BETWEEN
BERKNOR, INC. MORTGAGE INVESTORS OF WASHINGTON AND
THE FLORIDA AUDUBON SOCIETY

7. Mortgage Investors of Washington joins herein solely for the purpose of subordinating the lien of its mortgage on the above-described property to the effect of this Agreement.

Mortgage Investors of Washington ("MIW") is a real estate investment trust created pursuant to Article 78C of the Annotated Code of Maryland by that certain Declaration of Trust dated June 19, 1969, as amended. Said Article 78C and said Declaration of Trust provide that only the trust estate of MIW, and not any trustee, officer, agent or shareholder of MIW shall be liable for the debts or obligations of the Trust and all persons hereto and all other persons dealing with the Trust shall look solely to the Trust property for all claims of any nature arising in connection with the affairs of MIW.

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ADDENDUM TO AGREEMENT BY AND BETWEEN
 BERKNOR, INC. MORTGAGE INVESTORS OF WASHINGTON AND
 THE FLORIDA AUDUBON SOCIETY

8. It is specifically agreed that actual physical access to the Audubon Sawpit Creek Sanctuary shall be provided by the Berknor corporation at no cost to the Society, and that such access shall be interpreted to include the provision of an adequate bridge structure, should a canal be constructed across the easement by the Berknor corporation, its heirs or assigns at any future date.

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REC 1427 PAGE 721

LEISURE LAKE ESTATES
A PLANNED MOBILE HOME AND MODULAR COMMUNITY
DEVELOPED BY SAM'S LEISURE LAKE ESTATES, INC.

February 1, 1972

RULES AND REGULATIONS

These rules and regulations are established by Sam's Leisure Lake Estates, Inc., and its assignees to be administered for the mutual protection and benefit of all mobile home site owners of the above mentioned mobile home subdivision and cannot be changed except upon the written request of a majority of the site owners, and with the consent of the Management, or at the option of the Management. These rules and regulations apply to the following described property, situated, lying and being in POLK COUNTY, FLORIDA
TO WIT:

The $3\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 14, Township 28 South, Range 24 East; the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ and the W $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23, Township 28 South, Range 24 East.

1. All mobile homes which are placed on a mobile home site must be at least twelve (12) feet wide, new or in like new condition or inspected and approved by management.
2. Each mobile home is required to have at least a 11x30 awning over a concrete surface of adequate size or carport over a concrete or blacktop surface and be of new aluminum material and be enclosed around the base with decorative brick. This requirement is to be met within forty five (45) days after placing of mobile home on lot. Metal cabanas, carports, aluminum utility buildings are permitted as part of the mobile home set up or adjacent to the mobile home.
3. No structure of a temporary character such as trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at anytime.
4. All utility hook-ups must be performed by qualified personnel. Said mobile home to be placed in accordance with position initially designated by Management. No structure other than an approved fence shall be placed any closer to the lot lines than as follows; twenty (20) feet from front of lot, ten (10) feet from rear of lot and five (5) feet from each side of lot.
5. Not more than one mobile home or modular home shall be placed on each lot, and shall be used as a single family dwelling.
6. No animals, livestock or poultry of any kind shall be raised, bred, or kept, on any lot. Dogs, cats and other household pets may be kept, and maintained, provided they are not for commercial purposes and all pets must be on a leash when outside of owned property.

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File

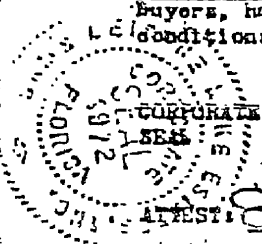
REC 1427 PAGE 722

7. Commercial and/or professional activities may not be carried on within a mobile home or on a mobile home site.
8. No well or septic tank shall be constructed in said subdivision without the prior written approval of the Management. Property owners will be assessed a reasonable charge for sewage service and garbage collection. Billing will be on a monthly basis.
9. All personal cars must be parked fully on the site owner's own property in the area provided. No street parking will be allowed at anytime, except for approved deliveries, pick-ups, or short time visitors. No vehicle larger than 3/4 ton capacity will be parked on this property. Travel trailers and utility trailers must be parked in the Management designated storage areas and are not permitted to be maintained or repaired on the individual mobile home site. Management can enter property and remove non conforming vehicles and other non conforming items upon ten (10) day written notice at owner's expense.
10. No storage of any kind will be permitted under or around the mobile home except in an approved utility building.
11. Garbage cans shall be concealed on all four sides beside or behind mobile homes except when placed out front for collection on designated days.
12. A mailbox showing the owner's name and/or a name sign will be permitted under common specifications set forth by the Management. No other signs or advertisements will be permitted, without the express written permission of the Management.
13. No hedge, fence or wall, within 25 feet of any street or avenue shall be more than 4 feet in height and such hedge, fence or wall shall provide adequate ventilation. No hedge, fence or wall exceeding 6 feet in height shall be erected on the lot lines or near thereto, and all such hedges, fences or walls shall provide adequate ventilation and materials approved by Management before erection.
14. Drying wash may be hung on a single pole, umbrella type hanger at the rear area of lot making an effort to keep it concealed from front road view.
15. Each lot shall be kept neat and clean. If property owner fails to do so from either neglect or absence the seller corporation shall have the right to enter on property for purpose of cutting grass and cleaning of debris and to assess the property owner a reasonable charge for this service.

OFF REC 1427 PAGE 723

IN WITNESS WHEREOF, SAM'S LEISURE LAKE ESTATES, INC., Seller, and

Buyers, have herunto set their hands and seals, and agree to the terms and conditions as setforth herein, this 8th day of March 19 72.



ATTEST: Edward E. Yates
Secretary

SAM'S LEISURE LAKE ESTATES, INC.

By: S. R. Rodgers
President

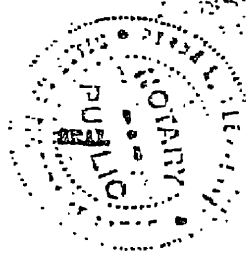
WITNESSES

Buyers (SEAL)

STATE OF FLORIDA,)
COUNTY OF POLK.)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared S. R. Rodgers and Edward E. Yates well known to me to be the President and Secretary respectively of the corporation named and that they severally acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of March, A.D. 19 72.



Donald S. Blackman
Notary Public - State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 18, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

FILED, RECORDED AND
RECORD VERIFIED
PAUL VAUGHN, CLERK, CIR. CL.
POLK COUNTY, FLA.
BY KL D.C.

560814

6

773773

OFF FILE 1636 PAGE 202

AMENDED RULES AND REGULATIONS

WHEREAS, Rules and Regulations pertaining to Leisure Lake Estates, developed by Sam's Leisure Lake Estates, Inc. have previously been filed of record in Official Record Book 1427, Page 711 of the Public Records of Polk County, Florida; and

75 APR 8 PM 4:22

WHEREAS, management has been requested by the Leisure Lake Estates Lot Owners Association, Inc., which Association represents a majority of the property owners in said subdivision, to amend the Rules and Regulations, and it is the desire of management to do so;

NOW THEREFORE, pursuant to said request and at the option of management, the Rules and Regulations noted above are hereby amended by the amendment of Rule No. 5 as follows:

"All mobile home residences shall be occupied and used only as a single family residence by the owners, his guests and their invitees and no children under the age of 16 shall reside permanently in the mobile home."

And further amended by the addition of Rule No. 16 as follows:

"Each lot owner shall be required to extend a hard-surfaced driveway from the street to his mobile home to provide adequate off-street parking for two cars."

*R. G. Giddens, Inc.
P.O. Box 338
Lakeland, Fla. 33801*

This Instrument Prepared By:

Carl A. Bertoch, Esquire
1618 Exchange Bank Building
Tampa, Florida 33602

600
Pd

LFY REC 1636 PAGE 203

In all other respects said Rules and Regulations of record heretofore identified remain in full force and effect.

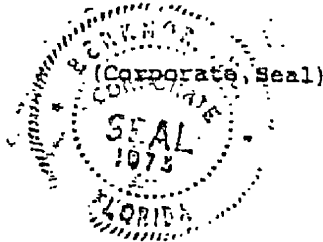
Witnesses:

BERKNOR, INC.

W. Bennett
Paul D. Fountain

BY Wallace R. Bennett

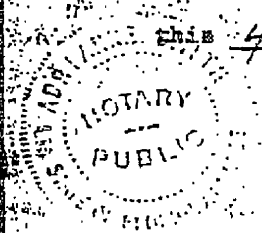
Wallace R. Bennett



ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me by Wallace R. Bennett, the Vice President of Berknor, Inc., a Florida Corporation, on behalf of the Corporation, this 4 day of April, A.D., 1975.



Adair Smith
Notary Public

My Commission Expires:

Notary Public, State of Florida at L. 33
My Commission Expires March 12, 1979

FILED, RECORDED AND
RECORD VERIFIED
E. D. "BOB" DIXON, CLERK
POLK COUNTY, FLA.

773773

J. H. Roberts, Jr.
City Attorney
City Hall
Lakeland, Florida

644720

1533 REC 1783

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned _____

BERKOR, INC., a Florida Corporation

for and in consideration of the sum of One Dollar and other valuable considerations to it in hand paid by the CITY OF LAKELAND, FLORIDA, a municipal corporation of Florida, the receipt whereof is hereby acknowledged do grant, bargain, sell and convey unto the said CITY OF LAKELAND and its successors, an easement for the purpose of establishing, constructing and maintaining Public utilities over, through or under the following described lands lying and being situate in Polk County, Florida, to-wit:

(Affects: S 23 T 28 R 24 or Sub. #-----)

A public utility easement over the West 10.0 feet of the following described parcels of land lying within Section 23, Township 28 South, Range 24 East, which parcels are within that area commonly referred to as Sam's Leisure Lake Estates:

1. The SE 1/4 of the NW 1/4 of said Section 23.
2. The North 300 feet of the NE 1/4 of the SW 1/4 of said Section 23.



73 MAY 18 PM 4:11

IT IS EXPRESSLY COVENANTED AND AGREED that this easement agreement does in no wise convey the fee simple title to this property, but is only an easement for the use thereof and for the purposes herein stated. In the event the CITY OF LAKELAND, or its successors, at any time discontinues the use thereof for such purposes, all right, title and interest herein granted shall immediately revert to the undersigned, or their successors in title.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this, the 11th day of May, A. D. 1973.

Signed, sealed and delivered in the presence of:

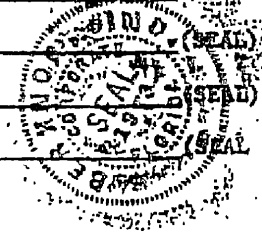
Jerry A. Dutton
J. H. Roberts

By: MAURICE R. BERK (SEAL)
BERKOR, INC.

(FLORIDA STATE LAW REQUIRES TWO WITNESSES)

STATE OF FLORIDA
COUNTY OF POLK

FILED, RECORDED AND RECORD VERIFIED
E. B. "BOB" HADON, CL. CL. CL.
POLK COUNTY, FLA.
BY gc D.C.

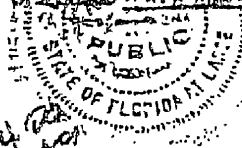


BEFORE ME, the undersigned authority, personally appeared _____

MAURICE R. BERK, President

to me known and known to me to be the person who executed the foregoing instrument, and he ~~acknowledged to and before me~~ acknowledged to and before me that ~~he~~ executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at Lakeland, Polk County, Florida day of May, A. D. 1973.



City Clerk's office
City Hall
Attest

[Signature]
Notary Public

Notary Public, State of Florida at Large
My Commission Expires May 31, 1977
Bonded by American Fire & County Co.

33802
644720

My commission expires:

Page 139

8

POLK 130694

POLK OFF REC 1880 PAGE 139

Approved for Recording
County Engineer
H. J. ...
(And.)

DRAINAGE DITCH EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT

Charles J. Ziemba

79 JUN 4 AM 11:00

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
JUN 4 1978
00.30

the owners of the property hereinafter described, in consideration of the sum of One Dollar and other valuable considerations in hand paid, do hereby give and grant unto POLK COUNTY, FLORIDA, its officers, agents and employees, a right of way for the construction, maintenance and operation of a drainage ditch across the following described property situate in Polk County, Florida, to-wit:

The South 40 feet of the S.W. 1/4 of the N.E. 1/4 of Section 23 Township 28 South, Range 24 East. The East 30 feet of the S.W. 1/4 of Section 23, Township 28 South, Range 24 East, excepting from the above, the the south 40 feet of the West 520 feet; The East 10 feet of the S.E. 1/4 of the N.E. 1/4 of Section 23 Township 28 South, Range 24 East. The South 30 feet of the N.E. 1/4 of the N.E. 1/4 of Section 23 Township 28 South, Range 24 East; Less the East 660 feet thereof;

It is understood and agreed that the said grantees shall have the right of ingress to and egress from said property for the purpose of draining and repairing said ditch, grantors shall have the right to use such drainage water for the irrigation of his said lands, and water may be diverted from such ditch for such purpose, provided the same shall in no wise block or damage such said ditch or permit the loss of said waters, except for said purposes.

This grant shall continue perpetually.

IN WITNESS WHEREOF the grant or he s hereunto affixed his hand and seal this 20th day of November, 19 78 at Lakeland, Fla.

Polk County, Florida.

Signed, sealed and delivered in presence of:

Lee E. Butler Charles J. Ziemba (SEAL)

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
00.55

STATE OF FLORIDA
COUNTY OF POLK

Personally before me, the undersigned authority, this day appeared Charles J. Ziemba

TO ME WELL KNOWN AND KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED in and who executed the foregoing instrument, and he acknowledged before me that he executed the same freely and voluntarily and for the purposes therein expressed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 20th day of November, 19 78 at Lakeland, Florida

County and State above named.

My Commission Expires: 5/22/81

Lee E. Butler
Notary Public in and for the State of Florida at Large.

This instrument prepared by:

Charles J. Ziemba
1965 East Road 542
Lakeland, Florida 33801

FILED, RECORDED AND
RECORD VERIFIED
E.D. Bud DIXON, Clk. Gr. Cl.
POLK COUNTY, FLA.

POLK 130694

R. ...

0316

113

THE VILLAGE - LAKELAND

UNIT NUMBER THREE POLK COUNTY, FLORIDA

62

14

APPROVAL: COUNTY ENGINEER
STATE OF FLORIDA
COUNTY OF POLK

62 14

This plan is hereby approved by the Polk County Engineering Department this 22nd day of March, 1974.

Richard Dantzer
County Engineer

APPROVAL: COUNTY COMMISSION
STATE OF FLORIDA
COUNTY OF POLK

This plan is hereby approved by the Polk County Commissioners of Polk County, Florida, on the Board of County Commissioners of Polk County, Florida, on the 22nd day of March, 1974. The Board of County Commissioners of Polk County, Florida, shall not be accepted for construction or maintenance by any public funds unless said roads are constructed according to County standards.

Richard Dantzer
Chairman
E. D. Boyd
Alders

CLERK OF CIRCUIT COURT
STATE OF FLORIDA
COUNTY OF POLK

I, E. D. Boyd, Clerk of Circuit Court of Polk County, Florida, do hereby certify that this plan has been accepted for recording this 22nd day of March, 1974.

E. D. Boyd
Clerk of Circuit Court

SURVEYOR'S CERTIFICATION
STATE OF FLORIDA
COUNTY OF POLK

I hereby certify that this plan is a true and correct representation of a recent survey made under my direction and that the same complies with the provisions of Chapter 173, Florida Statutes, 1971, relating to the survey of roads and that the P.R.M.'s and R.C.P.'s have been set as shown.

Walter Taylor
WALTER TAYLOR, SURVEYOR
At Polk Engineering and Surveying, Inc.
JAN. 4, 1974

DEDICATION
STATE OF FLORIDA
COUNTY OF POLK

And we do hereby present to the State of Florida, for its use as the public interest, all streets, alleys, rights of way, and easements shown on this plan for the purposes indicated.

I hereby dedicate to the use of the public interest, all streets, alleys, rights of way, and easements shown on this plan for the purposes indicated.

Walter Taylor
WALTER TAYLOR, PRES.
Robert B. Hirsch
ROBERT B. HIRSCH, SEC.

ACKNOWLEDGEMENT
STATE OF FLORIDA
COUNTY OF POLK

I hereby certify that on this day before me, personally appeared *Walter Taylor*, President, and *Robert B. Hirsch*, Secretary, of *Bank's Leisure Lake Estates, Inc.*, a corporation organized and existing under the laws of the State of Florida, and they acknowledged to me that they executed the foregoing dedication and they acknowledged same before me this 11th day of December, 1973.

Walter Taylor
Walter Taylor, State of Florida at Large
My commission expires May 27, 1977

APPROVAL: PLANNING DIRECTOR
STATE OF FLORIDA
COUNTY OF POLK

This plan is hereby approved by the Polk County Planning and Zoning Department this 11th day of March, 1974.

3416

RICHARD DANTZLER JACK STRAUGH AND JAMES D. BOYD, JR. COUNTY ENGINEER
I DO HEREBY CERTIFY THAT THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING ARE THE EXECUTION THEREOF IN MY HAND AND SEAL ON THIS 22nd DAY OF MARCH, 1974.

I DO HEREBY CERTIFY THAT THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING ARE THE EXECUTION THEREOF IN MY HAND AND SEAL ON THIS 22nd DAY OF MARCH, 1974.

I DO HEREBY APPROVE BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, ON THE 22nd DAY OF MARCH, 1974.

COURT OF POLK COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAN HAS BEEN ACCEPTED FOR RECORDING THIS 22nd DAY OF MARCH, 1974.

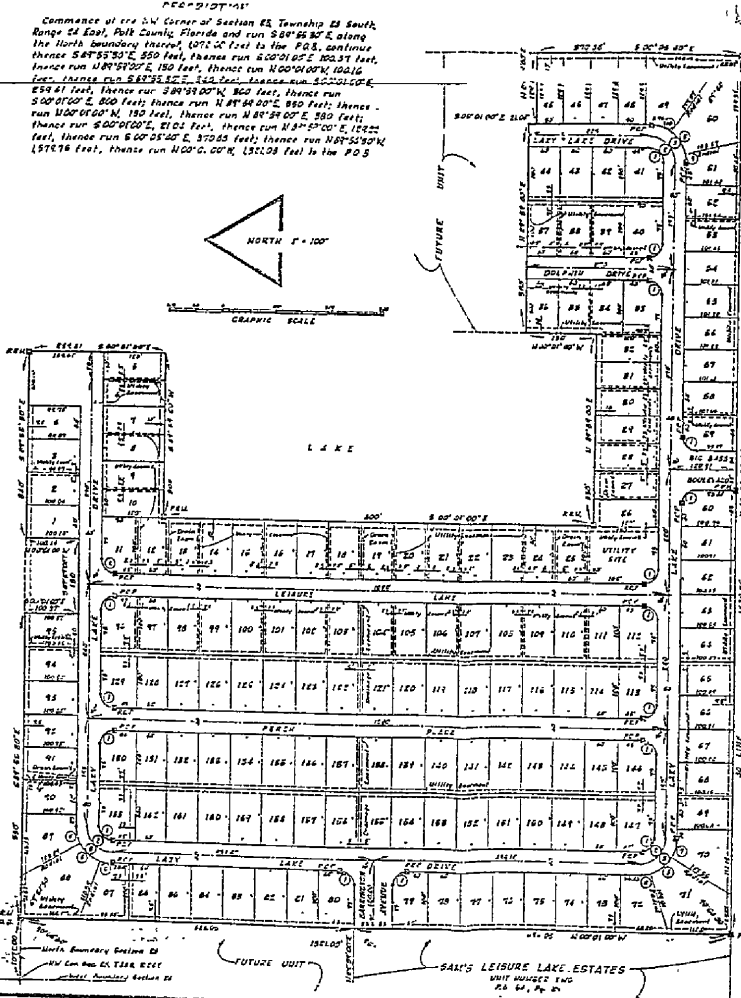
IT HAS BEEN APPROVED AND THE DEDICATION HEREOF BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, ON THE 22nd DAY OF MARCH, 1974.

TEST: *E. D. Boyd*
CLERK

APPROVAL: POLK COUNTY ENGINEERING DEPARTMENT THIS 22nd DAY OF MARCH, 1974.

CERTIFICATE: I DO HEREBY CERTIFY THAT THE SAME IS A CORRECT REPRESENTATION OF A RECENT SURVEY MADE UNDER MY DIRECTION AND THAT THE SAME COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 173, FLORIDA STATUTES, 1971, RELATING TO THE SURVEY OF ROADS AND THAT THE P.R.M.'S AND R.C.P.'S HAVE BEEN SET AS SHOWN.

I DO HEREBY CERTIFY THAT THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING ARE THE EXECUTION THEREOF IN MY HAND AND SEAL ON THIS 11th DAY OF DECEMBER, 1973.



DEDICATION
STATE OF MARYLAND
COUNTY OF MONTGOMERY

I hereby certify that the MORTGAGE INVESTORS OF WASHINGTON, INC. Mortgage Trust, Inc. mortgage of the lands described herein do hereby dedicate to the use of the public interest, all streets, alleys, rights of way, and easements shown on this plan for the purposes indicated.

Walter Taylor
WALTER TAYLOR, PRES.
Robert B. Hirsch
ROBERT B. HIRSCH, SEC.

ACKNOWLEDGEMENT
STATE OF MARYLAND
COUNTY OF MONTGOMERY

I hereby certify that on this day before me, personally appeared *Walter Taylor*, President, and *Robert B. Hirsch*, Secretary, of *Bank's Leisure Lake Estates, Inc.*, a corporation organized and existing under the laws of the State of Florida, and they acknowledged to me that they executed the foregoing dedication and they acknowledged same before me this 11th day of December, 1973.

Walter Taylor
Walter Taylor, State of Florida at Large
My commission expires May 27, 1977

DUPLICATE
check

3619 1444
POLK OFF. REC. PAGE

RE

Prepared By and Return to:
Leo Stuart Smith, Esq.
MCKLAIN & KILPATRICK
P. O. Box 1236
Orlando, FL 32803-1236
(407) 425-9800

DEPT 115 10.00
DEPT 291 1.50
DEPT 251 3090.50
7053 H
CHECKS 3102.00
7939A

12/28/95

SPECIAL WARRANTY DEED

The Grantor, FIRST UNION CORPORATION OF VIRGINIA, as Successor in interest by merger with Ameribanc Investors Group, a Maryland business trust, f/k/a MIW Investors of Washington, an unincorporated business trust, f/k/a, Mortgage Investors of Washington, a Maryland business trust, in consideration of Ten Dollars (\$10.00) and other valuable consideration received from the Grantee, hereby grants and conveys to the Grantee AECA, Inc., a Florida corporation, whose mailing address is special assets Division, Post Office Box 1000, Mail Code FL-2203 Orlando, Florida 32802, and whose Taxpayer ID# is _____, the lands in Polk County, Florida, described on attached Exhibit A (Tax Parcel ID# see Exhibit A).

This conveyance is subject to encumbrances, easements and restrictions of record and to the lien of real estate taxes.

The Grantor hereby covenants that the lands are free of all encumbrances, except as stated herein, that lawful salein of and good right to convey the lands are vested in the Grantor, and the Grantor hereby warrants the title to the lands and will defend the same against the lawful claims of anyone claiming by, through or under the Grantor.

Dated this 27 day of December, 1995.

Signed in the presence of:

FIRST UNION CORPORATION OF VIRGINIA

Michael W. Shover
Name: Michael W. Shover

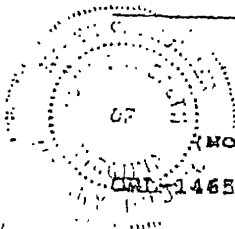
Mary Jane Collier
Name: MARY JANE COLLIER

By: James E. Griffith
Name: JAMES E. GRIFFITH
as its VICE president

STATE OF VIRGINIA
CITY
COUNTY OF BOONVILLE

The foregoing instrument was acknowledged before me this 27th day of December, 1995, by James E. Griffith, as vice president of FIRST UNION CORPORATION OF VIRGINIA, as successor in interest by merger with Ameribanc Investors Group, a Maryland business trust, f/k/a MIW Investors of Washington, an unincorporated business trust, f/k/a, Mortgage Investors of Washington, a Maryland business trust, on behalf of the corporation, who is personally known to me (or has produced _____ as identification).

3,090.50



Karen C. Beckner
NOTARY PUBLIC
Name: Karen C. Beckner
Commission No.:
My commission expires: June 30, 1997

Documentary Tax Pd. \$ 3090.50
Intangible Tax Pd. \$ _____
E.D. "Bud" Dixon, Clerk, Polk Co.
By: _____ Deputy Clerk

10/2
11/20/95
PAC

Legality of Writing, Typing or Printing Unaffiliated in this Document When Received.

95DEC29 PM 4:13

152887

EXHIBIT "A"
Legal Description

PARCEL III:

Utility Site of THE VILLAGE-LAKELAND, UNIT NUMBER THREE, according to the map or plat thereof recorded in Plat Book 62, page 14, of the public records of Polk County, Florida. (Parcel I.D. #232824-242220--001640)

PARCEL IV:

The Northeast 1/4 of the Northwest 1/4 of Section 23, Township 28 South, Range 24 East, Polk County, Florida, LESS AND EXCEPT the PLAT OF THE VILLAGE-LAKELAND, UNIT NUMBER THREE, according to the map or plat thereof recorded in Plat Book 62, page 14, of the public records of Polk County, Florida; and LESS AND EXCEPT the following described parcel: Beginning 1622 feet East of the Northwest corner of said Section 23; run thence South 0°01'00" East, 100.37 feet; thence South 89°55'30" East, 130 feet; thence North 0°01'00" West, 100.16 feet; thence North 89°55'30" West, 130 feet to the Point of Beginning. (Parcel I.D. #232824-000000-031010)

PARCEL V:

The Southeast 1/4 of the Northwest 1/4 of Section 23, Township 28 South, Range 24 East, Polk County, Florida. (Parcel I.D. #232824-000000-032010)

PARCEL VI:

The West 1/4 of the Southeast 1/4 of Section 23, Township 28 South, Range 24 East, Polk County, Florida. (Parcel I.D. #232824-000000-23010)

PARCEL VII:

The North 300 feet of the East 1/2 of the Southwest 1/4; the East 500 feet of the South 500 feet of the North 500 feet of the East 1/2 of the Southwest 1/4; the East 320 feet of the South 600 feet of the North 1400 feet of the East 1/2 of the Southwest 1/4; and the East 220 feet of the East 1/2 of the Southwest 1/4; LESS AND EXCEPT the North 1400 feet thereof, all being in Section 23, Township 28 South, Range 24 East, Polk County, Florida. (Parcel I.D. #232824-000000-041020)

PARCEL VIII:

The South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 14, Township 28 South, Range 24 East, Polk County, Florida, LESS AND EXCEPT the following described parcel:

Commencing at the Southwest corner of said Section 14; thence South 89°55'30" East, along the South boundary thereof 1325.00 feet to the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 14 and the Point of Beginning; continue thence South 89°55'30" East, 427.00 feet; thence North 0°01'00" West 339.84 feet; thence North 89°55'30" West, 427.00 feet, more or less, to the East boundary of said Southwest 1/4 of the Southwest 1/4; thence Southerly along said East boundary 319 feet, more or less, to the Point of Beginning.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Beginning at the Northwest corner of Lot 1 of the PLAT OF THE VILLAGE-LAKELAND, UNIT NUMBER THREE, according to the map or plat thereof recorded in Plat Book 62, page 14, of the public records of Polk County, Florida; thence run Northerly along an extension of said West boundary of said Lot 1 thereof to the water's edge of lake; thence meandering Southeasterly along said water's edge to the Northeast corner of said Lot 1; thence Southwesterly along the Northerly boundary of said Lot 1 to the Point of Beginning. (Parcel I.D. #142824-000000-042010)

Extra Fees:
Legibility of Writing, Typing
or Printing Unsatisfactory in
This Document when Received.

Prepared by and Return to:
Lee Stuart Smith, Esq.
McLamb & Kiser
P. O. Box 1525
Orlando, FL 32802-1525
(407) 428-8200

OWNERSHIP
3,000

3619 1446
POLK OFF. REC. PAGE

DEPT 115 9.00
DEPT 291 1.50
DEPT 251 634.90
TOTAL 645.40
CASH 1.00
CHECKS 644.40
7940A

12/28/95

95 DEC 28 PM 4:14

SPECIAL WARRANTY DEED

The Grantor, AMERIBANC SERVICE CORPORATION, a Virginia corporation, in consideration of Ten Dollars (\$10.00) and other valuable consideration received from the Grantee, hereby grants and conveys to the Grantee ABCA, Inc., a Florida corporation, whose mailing address is Special Assets Division, Post Office Box 1000, Mail Code FL-2202 Orlando, Florida 32802, and whose Taxpayer ID# is _____, the lands in Polk County, Florida, described on attached Exhibit A (Tax Parcel ID# see Exhibit A).

This conveyance is subject to encumbrances, easements and restrictions of record and to the lien of real estate taxes.

The Grantor hereby covenants that the lands are free of all encumbrances, except as stated herein, that lawful seisin of all good right to convey the lands are vested in the Grantor, and the Grantor hereby warrants the title to the lands and will defend the same against the lawful claims of anyone claiming by, through or under the Grantor.

Dated this 27 day of December, 1995.

Signed in the presence of:

AMERIBANC SERVICE CORPORATION
a Virginia corporation

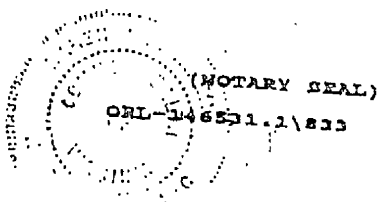
Name: Michael W. Sauer
Name: Mary Jane Collins

By: James E. Griffith
Name: JAMES E. GRIFFITH
as its VICE president

STATE OF VIRGINIA
CITY
COUNTY OF ROANOKE

63490

The foregoing instrument was acknowledged before me this 27th day of December, 1995, by James E. Griffith, as Vice president of AMERIBANC SERVICE CORPORATION, a Virginia corporation, who is personally known to me (or has produced _____ as identification).



Karen C. Beckner
NOTARY PUBLIC
Name: Karen C. Beckner
Commission No.:
My commission expires: June 30, 1997

Documentary Tax Pd. \$ 150.00
Intangible Tax Pd. \$ _____
E.D. "Bud" Dixon, Clerk, Polk Co.
By: _____ Deputy Clerk

9.00
150
10.37 pd A/D

Legality of Writing, Typing or Printing Unassailable in This Document when Received.

EXHIBIT "A"

Legal Description

PARCEL XXI

The North 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 28 South, Range 24 East, Polk County, Florida, LESS AND EXCEPT the South 70 feet of the West 150 feet; and LESS AND EXCEPT the North 100 feet of the West 438.6 feet; and LESS AND EXCEPT right-of-way for Reynolds Road. (Parcel I.D. #232824-000000-034030)

FILED FOR RECORDING, APRIL 15, 1964, AT THE POLK COUNTY CLERK'S OFFICE, TALLAHASSEE, FLORIDA.

ENDORSEMENT NO. 1
Attached to and forming a part of
Commitment No. 200100340
Issued by
CHICAGO TITLE INSURANCE COMPANY

Agent File No. 226188-000165/017907-000726/ABCA, Inc.

Schedule B – Section 2 of the Commitment is amended as follows:

1. Item 6 is hereby deleted.

All other matters contained therein shall remain the same.

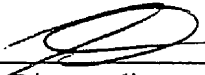
In accordance with Section 627.4131, Florida Statutes, please be advised that the insured hereunder may present inquiries, obtain information about coverage or receive assistance in resolving complaints by contacting Chicago Title Insurance Company, 5426 Beaumont Center Boulevard, Suite 320, Tampa, Florida 33634, telephone number (813) 249-2468.

This Endorsement is made a part of the Commitment. It is subject to all the terms of the Commitment. Except as expressly stated in this Endorsement, the terms, dates and amount(s) of the Commitment are not changed.

Dated: March 5, 2001

Authorized Agent:

PIPER MARBURY RUDNICK & WOLFE LLP

By: 

John T. Diamandis Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

Issued by:
PIPER MARBURY RUDNICK & WOLFE LLP
101 E KENNEDY BOULEVARD
SUITE 2000
TAMPA, FL 33602
(813) 229-2111

CHICAGO TITLE INSURANCE COMPANY

By:



President

By:


Secretary



By:


Authorized Signatory
John T. Diamandis

A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A

Office File Number
017907-000726

Effective Date
January 30, 2001
at 11:00 PM

Commitment Number

1. Policy or Policies to be issued:
OWNER'S POLICY (10-17-92)
with Florida Modifications
Proposed Insured:
To Be Determined

\$500,000.00

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a Fee Simple, and title thereto is at the effective date hereof vested in:

ABCA, Inc., a Florida corporation

3. The Land is described as follows:

SEE EXHIBIT A

Note: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A (continued)

Commitment Number

Exhibit "A"

PARCEL I:

INTENTIONALLY OMITTED

PARCEL II:

Utility Site of THE VILLAGE-LAKELAND, UNIT NUMBER THREE, according to the map or plat thereof recorded in Plat Book 62, page 14, of the public records of Polk County, Florida.

PARCEL III:

The North 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 23, Township 28 South, Range 24 East, Polk County, Florida, LESS AND EXCEPT the South 70 feet of the West 150 feet; and LESS AND EXCEPT the North 100 feet of the West 435.6 feet; and LESS AND EXCEPT right-of-way for Reynolds Road.

PARCEL IV:

The Northeast 1/4 of the Northwest 1/4 of Section 23, Township 28 South, Range 24 East, Polk County, Florida, LESS AND EXCEPT the PLAT OF THE VILLAGE-LAKELAND, UNIT NUMBER THREE, according to the map or plat thereof recorded in Plat Book 62, page 14, of the public records of Polk County, Florida; and LESS AND EXCEPT the following described parcel: Beginning 1622 feet East of the Northwest corner of said Section 23; run thence South 0 01'00" East, 100.37 feet; thence South 89 55'30" East, 130 feet; thence North 0 01'00" West, 100.16 feet; thence North 89 55'30" West, 130 feet to the Point of Beginning.

PARCEL V:

The Southeast 1/4 of the Northwest 1/4 of Section 23, Township 28 South, Range 24 East, Polk County, Florida.

PARCEL VI:

The West 1/4 of the Southeast 1/4 of Section 23, Township 28 South, Range 24 East, Polk County, Florida.

PARCEL VII:

The North 300 feet of the East 1/2 of the Southwest 1/4; the East 500 feet of the South 500 feet of the North 800 feet of the East 1/2 of the Southwest 1/4; the East 320 feet of the South 600 feet of the North 1400 feet of the East 1/2 of the Southwest 1/4; and the East 220 feet of the East 1/2 of the Southwest 1/4; LESS AND EXCEPT the North 1400 feet thereof, all being in Section 23, Township 28 South, Range 24 East, Polk County, Florida.

PARCEL VIII:

The South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 14, Township 28 South, Range 24 East, Polk County, Florida, LESS AND EXCEPT the following described parcel:

Commencing at the Southwest corner of said Section 14; thence South 89 55'30" East, along the South boundary thereof 1325.00 feet to the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 14 and the Point of Beginning; continue thence South 89 55'30" East, 427.00 feet; thence North 0 01'00" West 339.84 feet; thence North 89 55'30" West, 427.00 feet, more or less, to the East boundary of said Southwest 1/4 of the Southwest 1/4; thence Southerly along said East boundary 339 feet, more or less, to the Point of Beginning.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A (continued)

Commitment Number

Exhibit "A"

Beginning at the Northwest corner of Lot 1 of the PLAT OF THE VILLAGE-LAKELAND, UNIT NUMBER THREE, according to the map or plat thereof recorded in Plat Book 62, page 14, of the public records of Polk County, Florida; thence run Northerly along an extension of said West boundary of said Lot 1 thereof to the water's edge of lake; thence meandering Southeasterly along said water's edge to the Northeast corner of said Lot 1; thence Southwesterly along the Northerly boundary of said Lot 1 to the Point of Beginning.

Property DG-1060
Overview Plat

