



First American Title Insurance Company  
2233 Lee Road  
Winter Park, FL 32789  
Phone: (407)691-5200  
Fax: (407)691-5300

**CERTIFICATE OF TITLE INFORMATION FOR THE FILING  
OF A SUBDIVISION PLAT IN  
Lake County, Florida**

FATIC File No.: 2037-3259454

A search of the Public Records of Lake County, Florida, through November 24, 2014 at 8:00 a.m. reveals the following with respect to the legal description of the property set out on the subdivision plat of SPRINGS AT CHERRY LAKE (not yet recorded), said legal description attached hereto as Exhibit "A", and made a part hereof:

A. The last deed of record was dated November 9, 2004 and recorded January 3, 2005 in Official Records Book 2728, Page 257; dated March 22, 2005 and recorded April 25, 2005 in Official Records Book 2816, Page 2385; dated December 20, 2005 and recorded February 23, 2006 in Official Records Book 3092, Page 1206; dated January 4, 2007 and recorded January 10, 2007 in Official Records Book 3345, Page 960; dated April 26, 2007 and recorded May 8, 2007 in Official Records Book 3427, Page 1824; dated February 25, 2008 and recorded February 26, 2008 in Official Records Book 3587, Page 1187; dated January 29, 2008 and recorded February 5, 2008 in Official Records Book 3578, Pages 1617 and 1620; and dated June 15, 1990 and recorded June 22, 1990 in Official Records Book 1064, Page 1395, Public Records of Lake County, Florida.

B. The record title holder is Wannee Land Company, a Florida corporation; Castle Management Partners, LLP, a Florida limited liability partnership; L & D, LLC, a Florida limited liability company AND Lawrence E. White, not individually but as Trustee under Land Trust Agreement LEWTA2, dated June 15, 1990 (as to a portion).

C. The name(s) of the record title holder coincides with the name(s) shown as owner(s) on the unrecorded plat of SPRINGS AT CHERRY LAKE.

D. Unsatisfied mortgages or liens encumbering said property are as follows:

1. Mortgage Deed executed by The LaSalle Group, as Trustee in favor of TLSG, Inc. dated December 1, 1987 and recorded December 4, 1987 in Official Records Book 944, Page 321; as assigned in favor of Lawrence E. White, as Trustee by virtue of Assignment of Mortgage recorded July 23, 1990 in Book 1068, Page 501; dated December 1, 1987 and recorded December 4, 1987 in Official Records Book 944, Page 332; as assigned in favor of Lawrence E. White, as Trustee by virtue of Assignment of Mortgage recorded July 23, 1990 in Official Records Book 1068, Page 505; dated January 16, 1990 and recorded January 18, 1990 in Official Records Book 1042, Page 219; as assigned in favor of Lawrence E. White, as Trustee by virtue of Assignment of Mortgage recorded July 23, 1990 in Book 1068, Page 509; dated January 16, 1990 and recorded January 18, 1990 in Official Records Book 1042, Page 211; as assigned in favor of Lawrence E. White, as Trustee by virtue of Assignment of Mortgage recorded July 23, 1990 in Book 1068, Page 515; all of which were modified by that Mortgage Modification and Spreader Agreement recorded April 15, 2010 in Official Records Book 3894, Page 2216, Public Records of Lake County, Florida.

2. Mortgage executed by L&D, LLC in favor of Mohawk Investment Group, LLC dated January 29, 2008 and recorded February 5, 2008 in Official Records Book 3578, Page 1623, Public Records of Lake County, Florida.

E. Underlying rights of way, easements or plats affecting said property are as follows:

1. Drainage Easement in favor of Lake County recorded March 21, 1984 in Official Records Book 803, Page 57, Public Records of Lake County, Florida.

2. Drainage Easement in favor of Cherry Lake Farms, as Trustee under Land Trust Agreement CLFTA1 dated June 15, 1990 and Lawrence E. White, as Trustee under Land Trust Agreement LEWTA2 dated June 15, 1990 recorded June 25, 1991 in Official Records Book 1113, Page 2359; Corrective Drainage Easement recorded September 30, 1991 in Official Records Book 1128, Page 1383, Public Records of Lake County, Florida.

3. Utility Easement Agreement by and between Cherry Lake Farms, as Trustee under Land Trust Agreement CLFTB1 dated June 15, 1990, Lawrence E. White, as Trustee under Land Trust Agreement LEWTB2 dated June 15, 1990, Cherry Lake Farms, as Trustee under Land Trust CLFTA1 dated June 15, 1990 and Lawrence E. White, as Trustee under Land Trust dated June 15, 1990, recorded September 23, 1991 in Official Records Book 127, Page 1434, Public Records of Lake County, Florida.

4. The plat of Groveland Farms (Section 09-22-25) as recorded in Plat Book 2, Page 10, Public Records of Lake County, Florida.

4. Easement For Ingress and Egress in favor of Cherry Lake Farms, as Trustee under Land Trust Agreement CLFTA1 dated June 15, 1990 and Lawrence E. White, as Trustee under Land Trust Agreement LEWTA2 dated June 15, 1990 recorded September 23, 1991 in Official Records Book 1127, Page 1458, Public Records of Lake County, Florida.

5. Easement Agreement by and between Cherry Lake Farms, as Trustee under Land Trust Agreement CLFTB1 dated June 15 1990; Lawrence E. White, as Trustee under Land Trust Agreement LEWTB2 dated June 15, 1990 and Cherry Lake Farms, as Trustee under Land Trust Agreement CLFTA1 dated June 15, 1990 and Lawrence E. White, as Trustee under Land Trust Agreement LEWTA2 dated June 15, 1990 recorded September 23, 1991 in Official Records Book 1127, Page 1446, Public Records of Lake County, Florida.

F. Other information regarding said property includes:

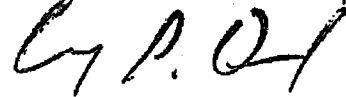
1. Ordinance 2006-01-01 recorded October 24, 2011 in Official Records Book 4085, Page 2445, Public Records of Lake County, Florida.

G. 2014 Ad valorem taxes on said property are UNPAID for Tax Parcel I. D. Number 032225-0003-000-00200 and 032225-0003-000-00600.

**CERTIFICATE OF TITLE INFORMATION FOR THE FILING  
OF A SUBDIVISION PLAT IN  
Lake County, Florida**

This certificate is made for the purpose of furnishing the information required for the filing of the above referenced subdivision plat in accordance with the provisions of Chapter 177.041 of the Florida Statutes and the requirements of the Lake County Land Development Code. This search of a minimum of 30 years has been prepared expressly for the appropriate governing body as defined by Chapter 177.071 FS and it is not to be relied upon by any other group or person for any other purpose.

First American Title Insurance Company



By: \_\_\_\_\_  
Authorized Signatory, Larry P. Deal

Exhibit "A"

SECTION 3, TOWNSHIP 22 SOUTH, RANGE 25 EAST LAKE COUNTY, FLORIDA

SPRINGS:

A PARCEL OF LAND LYING IN AND BEING A PORTION OF GOVERNMENT LOT 5, SECTION 3, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 5, THENCE COINCIDENT WITH THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 5, N 89°38'51" W A DISTANCE OF 99.33 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY BOUNDARY OF CHERRY LAKE ROAD SAID POINT BEING THE POINT OF BEGINNING, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 44.74 FEET, A DELTA ANGLE OF 72°35'14" AND BEING SUBTENDED BY A CHORD BEARING S 35°43'27" E FOR A DISTANCE OF 52.97 FEET; THENCE SOUTHEASTERLY COINCIDENT WITH THE ARC SAID CURVE 56.68 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY BOUNDARY OF CHERRY LAKE ROAD; THENCE COINCIDENT WITH SAID WESTERLY RIGHT-OF-WAY BOUNDARY FOR THE FOLLOWING TWO (2) CALLS; 1) S 00°34'06" W A DISTANCE OF 1116.72 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 243.63 FEET, A DELTA ANGLE OF 44°40'27" AND BEING SUBTENDED BY A CHORD BEARING S 21°43'46" E FOR A DISTANCE OF 185.18 FEET; 2) THENCE SOUTHEASTERLY COINCIDENT WITH THE ARC OF SAID CURVE 189.96 FEET TO A POINT ON THE EAST BOUNDARY OF SAID GOVERNMENT LOT 5; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY BOUNDARY COINCIDENT WITH SAID EAST BOUNDARY, S 00°29'21" W A DISTANCE OF 472.13 FEET; THENCE DEPARTING SAID EAST BOUNDARY, S 39°28'15" W A DISTANCE OF 368.35 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 105°05'17" AND BEING SUBTENDED BY A CHORD BEARING S 72°30'18" W FOR A DISTANCE OF 79.38 FEET; THENCE COINCIDENT WITH THE ARC OF SAID CURVE 91.71 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTH, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 70°31'44" AND BEING SUBTENDED BY A CHORD BEARING S 55°13'31" W FOR A DISTANCE OF 28.87 FEET; THENCE COINCIDENT WITH THE ARC OF SAID CURVE 30.77 FEET; THENCE N 89°30'37" W A DISTANCE OF 157.21 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 525.00 FEET, A DELTA ANGLE OF 8°10'32" AND BEING SUBTENDED BY A CHORD BEARING S 86°24'07" W FOR A DISTANCE OF 74.85 FEET; THENCE COINCIDENT WITH THE ARC OF SAID CURVE 74.91 FEET; THENCE S 82°18'51" W A DISTANCE OF 180.47 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTH, SAID CURVE HAVING A RADIUS OF 208.42 FEET, A DELTA ANGLE OF 31°54'21" AND BEING SUBTENDED BY A CHORD BEARING N 87°55'35" W FOR A DISTANCE OF 114.57 FEET; THENCE COINCIDENT WITH THE ARC OF SAID CURVE 116.06 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 207.95 FEET, A DELTA ANGLE OF 13°57'25" AND BEING SUBTENDED BY A CHORD BEARING N 62°49'45" W FOR A DISTANCE OF 50.53 FEET; THENCE COINCIDENT WITH THE ARC OF SAID CURVE 50.66 FEET; THENCE N 58°37'16" W A DISTANCE OF 80.91 FEET; THENCE N 31°22'51" E A DISTANCE OF 104.00 FEET; THENCE N 31°22'44" E A DISTANCE OF 196.80 FEET; THENCE N 18°44'06" E A DISTANCE OF 316.45 FEET; THENCE N 04°42'25" E A DISTANCE OF 123.51 FEET; THENCE N 03°09'47" W A DISTANCE OF 170.00 FEET; THENCE N 04°49'22" W A DISTANCE OF 32.83 FEET; THENCE S 87°33'56" W A DISTANCE OF 140.22 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 1428.62 FEET, A DELTA ANGLE OF 9°38'28" AND BEING SUBTENDED BY A CHORD BEARING N 07°15'40" W FOR A DISTANCE OF 240.11 FEET; THENCE COINCIDENT WITH THE ARC OF SAID CURVE 240.39 FEET; THENCE N 11°45'00" W A DISTANCE OF 387.44 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 270.00 FEET, A DELTA ANGLE OF 63°27'20" AND BEING SUBTENDED BY A CHORD BEARING N 19°58'41" E FOR A DISTANCE OF 283.98 FEET; THENCE COINCIDENT WITH THE ARC OF SAID CURVE 299.03 FEET; THENCE N 51°42'20" E A DISTANCE OF 70.58 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 18°42'56" AND BEING SUBTENDED BY A CHORD BEARING N 42°20'52" E FOR A DISTANCE OF 97.56 FEET; THENCE COINCIDENT WITH THE ARC OF SAID CURVE 98.00 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 787.00 FEET, A CENTRAL ANGLE OF 6°16'08" AND BEING SUBTENDED BY A CHORD BEARING N 36°07'28" E FOR A DISTANCE OF 86.07 FEET; THENCE COINCIDENT WITH THE ARC OF SAID CURVE 86.11 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 93.00 FEET, A CENTRAL ANGLE OF 30°37'32" AND BEING SUBTENDED BY A CHORD BEARING N 23°56'46" E FOR A DISTANCE OF 49.12 FEET; THENCE COINCIDENT WITH THE ARC OF SAID CURVE 49.71 TO A POINT OF COMPOUND CURVATURE CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 326.00 FEET, A CENTRAL ANGLE OF 8°16'52" AND BEING SUBTENDED BY A CHORD BEARING N 04°29'35" E FOR A DISTANCE OF 47.08 FEET; THENCE COINCIDENT WITH THE ARC OF SAID CURVE 47.12 FEET; THENCE N 00°23'16" E A DISTANCE OF 12.57 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY

A CHORD BEARING N 45°21'09" E FOR A DISTANCE OF 35.36 FEET; THENCE COINCIDENT WITH THE ARC OF SAID CURVE 39.27 FEET; THENCE N 00°00'00" E A DISTANCE OF 15.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF CHERRY LAKE ROAD; THENCE COINCIDENT WITH SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY S 89°38'51" E A DISTANCE OF 563.84 FEET TO THE POINT OF BEGINNING.



# Taxes





Tax Collector Home Search Reports Shopping Cart

Real Estate Account At CHERRY LAKE RD

Real Estate Account #0322250003-000-00600

Parcel details  Latest bill  Full bill history

Pay All: \$1,724.47

2014	2013	2012	2011	...	1998
\$1724.47 due	Paid	Paid	Paid		Paid

Bob McKee

Real Estate 2014 Annual Bill

Print This Bill (PDF)

Lake County Tax Collector

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number	Alternate key	Escrow code	Millage code
0322250003-000-00600	3354494	-	00GR

Pay this bill: \$1,724.47

Pay your taxes online at: <http://www.laketax.com>

PAYMENTS MUST BE MADE IN US FUNDS.

Owner  
L & D LLC ET AL  
PO BOX 97  
BELL, FL 32612

Site address  
CHERRY LAKE RD

Legal description  
THAT PART OF GOV LOT 5 DESC AS FOLLOWS, FROM INTERSECTION OF W  
LINE OF GOV LOT 5 & S R/W LINE OF CR 478 RUN E ALONG ANARC  
CONCAVE TO THE N BEING THE SAID S'LY R/ ...  
Full legal available:  Parcel details

Ad Valorem Taxes

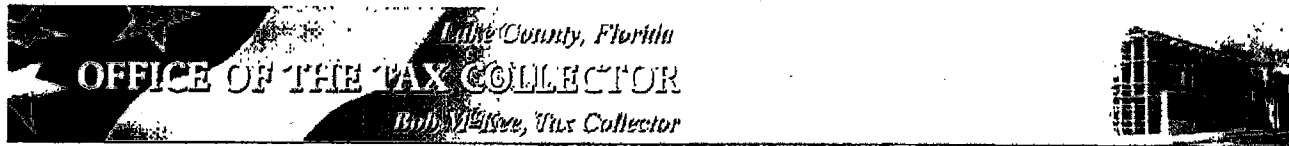
Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
LAKE COUNTY GENERAL	5.3856	121,216	33,930	87,286	\$470.09
AMBULANCE MSTU	0.4629	121,216	33,930	87,286	\$40.40
ENVIRON LAND PURCHASE	0.1600	121,216	33,930	87,286	\$13.97
LAKE CO SCHOOL BOARD					
CURRENT	5.7460	121,216	33,930	87,286	\$501.55
CAPITAL OUTLAY	1.5000	121,216	33,930	87,286	\$130.93
CITY OF GROVELAND	5.9900	121,216	33,930	37,286	\$522.84
ST JOHNS WATER MGMT	0.3164	121,216	33,930	87,286	\$27.62
LAKE CO WATER AUTH	0.2554	121,216	33,930	87,286	\$22.29
S LAKE CNTY HOSP	0.7633	121,216	33,930	87,286	\$66.63
<b>Total</b>	<b>20.5796</b>				<b>\$1,796.32</b>

Non-Ad Valorem Assessments

Levying authority	Rate	Amount
CHERRY LAKE CDD	n/a	\$0.00
<b>Total</b>		<b>\$0.00</b>

Combined taxes and assessments: \$1,796.32

If paid by:	Nov 30, 2014	Dec 31, 2014	Jan 31, 2015	Feb 28, 2015	Mar 31, 2015
Please pay:	\$1,724.47	\$1,742.43	\$1,760.39	\$1,778.36	\$1,796.32



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Real Estate Account At 9226 CHERERY LAKE RD

Real Estate Account #0322250003-000-00200

[Parcel details](#) [Latest bill](#) [Full bill history](#)

**Pay All: \$387.38**

2014	2013	2012	2011	...	1998
\$387.38 due	Paid	Paid	Paid		Paid

Bob McKee Real Estate 2014 Annual Bill  
[Print This Bill \(PDF\)](#)  
 Lake County Tax Collector Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number	Alternate key	Escrow code	Millage code
0322250003-000-00200	1801907	-	00GR

Pay this bill: \$387.38

Pay your taxes online at: <http://www.laketax.com>

PAYMENTS MUST BE MADE IN US FUNDS.

**Owner:**  
 CHERRY LAKE FARMS TRUSTEE  
 UAD 6/15/90 (CLFTA1)  
 625 WALTHAM AVE  
 ORLANDO, FL 32809

**Site address:**  
 9226 CHERERY LAKE RD

**Legal description:**  
 THAT PART OF GOV LOT 5 IN SEC 3-22-25 LYING WITHIN  
 THE POLICING DESC: BNG AT INTERSECTION OF W LINE OF GOV LOT 5  
 & S R/W LINE OF CR 478, RUN E ALONG SAID R/W LIN ...  
 Full legal available: [Parcel details](#)

**Ad Valorem Taxes**

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
LAKE COUNTY GENERAL	5.3856	36,857	17,250	19,607	\$105.60
AMBULANCE MSTU	0.4629	36,857	17,250	19,607	\$9.08
ENVIRON LAND PURCHASE	0.1600	36,857	17,250	19,607	\$3.14
LAKE CO SCHOOL BOARD					
CURRENT	5.7460	36,857	17,250	19,607	\$112.66
CAPITAL OUTLAY	1.5000	36,857	17,250	19,607	\$29.41
CITY OF GROVELAND	5.9900	36,857	17,250	19,607	\$117.45
ST JOHNS WATER MGMT	0.3164	36,857	17,250	19,607	\$6.20
LAKE CO WATER AUTH	0.2554	36,857	17,250	19,607	\$5.01
S LAKE CNTY HOSP	0.7633	36,857	17,250	19,607	\$14.97
<b>Total</b>	20.5796				<b>\$403.52</b>

**Non-Ad Valorem Assessments**

Levying authority	Rate	Amount
CHERRY LAKE CDD	n/a	\$0.00
<b>Total</b>		<b>\$0.00</b>

**Combined taxes and assessments: \$403.52**

<b>If paid by:</b>	Nov 30, 2014	Dec 31, 2014	Jan 31, 2015	Feb 28, 2016	Mar 31, 2015
<b>Please pay:</b>	\$387.38	\$391.41	\$395.45	\$399.48	\$403.52



## Last Deeds of Record

This instrument was prepared by and should be returned to: Pamela M. Robb, Esq. Pamela Milton Robb, P.A. 1311 Winter Garden-Vineland Road Winter Garden, Florida 34787

CFN 2005000147 Bk 02728 Pgs 0257 - 2587 (2pgs) DATE: 01/03/2005 11:36:45 AM JAMES C. WATKINS, CLERK OF COURT LAKE COUNTY RECORDING FEES 18.50 DEED DOC 0.70

Property Appraiser Parcel ID: 0322250003-000-00600

RETURN TO Lisa Rutzebeck P.O. Box 97 Bell, FL 32619

\* WINGARD 1311 WINTER GARDEN - VINELAND RD WINTER GARDEN 34787

This Special Warranty Deed Made the 9th day of November 2004, by WINGARD LAND COMPANY, a Florida Corporation, hereinafter called the Grantor to WANNEE LAND COMPANY, a Florida Corporation, whose post office address is Post Office Box 97, Bell, Florida, hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00, and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lake County, Florida, viz:

An undivided 3.006329112 percent (%) interest in the property described on Exhibit "A" attached hereto and made a part hereof.

Together, with all tenements, hereditaments and appurtenances thereto belong to or in anyway appertaining.

To have and to hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor are lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

In Witness Whereof, the said grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Joyce Gustafson Harry R. Gilli

STATE OF FLORIDA COUNTY OF ORANGE

WINGARD LAND COMPANY

By:

John deNoyelles as Trustee to Davis Family Trust

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared JOHN DENOYELLES to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of November, 2004.



Notary Public HARRY R. GILLI

EXHIBIT "A"

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WEST LINE OF GOVERNMENT LOT 5 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 478, THENCE EASTERLY ALONG A ARC CONCAVE TO THE NORTH BEING THE SAID SOUTHERLY RIGHT-OF-WAY LINE, HAVING A RADIUS OF 1186.28 FT., AND A CENTRAL ANGLE OF 7°06'56", A DISTANCE OF 147.32 FT., THE CHORD FOR WHICH BEARS S 86°27'30" E TO A POINT OF TANGENCY; THENCE N 89°59'02" E, A DISTANCE OF 189.60 FT.; THENCE N 00°00'58" W, A DISTANCE OF 12.90 FT.; THENCE N 89°59'02" E, A DISTANCE OF 343.46 FT. TO THE POINT OF BEGINNING; THENCE SOUTH, A DISTANCE OF 50 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 180 FT. AND A CENTRAL ANGLE OF 70°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 219.91 FT TO A POINT OF TANGENCY, THENCE S 70°00'00" W, A DISTANCE OF 60 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 270 FT. AND A CENTRAL ANGLE 102°00'00"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 480.66 FT. TO A POINT OF TANGENCY; THENCE S 32°00'00" E, A DISTANCE OF 240 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 380 FT. AND A CENTRAL ANGLE OF 23°30'00"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 155.86 FT. TO A POINT OF TANGENCY; THENCE S 08°30'00" E, A DISTANCE OF 451.18 FT.; THENCE S 03°32'05" E, 110.76 FT.; THENCE S 45°03'52" E, 60 FT.; THENCE S 30°22'09" E, A DISTANCE OF 171.21 FT.; THENCE S 88°31'56" W, A DISTANCE OF 79.58 FT.; THENCE S 02°12'20" E, A DISTANCE OF 167.31 FT.; THENCE S 24°15'22" E, A DISTANCE OF 79.78 FT.; THENCE N. 83°23'44" W, A DISTANCE OF 148.16 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 120 FT. AND A CENTRAL ANGLE OF 69D43'22"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 146.03 FT. TO A POINT OF TANGENCY; THENCE S 26°52'54" W, A DISTANCE 261.54 FT. THENCE S 28°13'3" E, A DISTANCE OF 163.67 FT.; THENCE N 82°39'05" E, A DISTANCE OF 358.86 FT.; THENCE N 87°33'07" E, A DISTANCE OF 200.72 FT.; THENCE N 85°20'03" E, A DISTANCE OF 199.86 FT.; THENCE N 87°28'37" E, A DISTANCE OF 83.04 FT.; THENCE N 19°24'49" E, A DISTANCE OF 107.56 FT.; THENCE S 89°52'44" E, A DISTANCE OF 95.37 FT.; THENCE N 00°07'16" E, A DISTANCE OF 893.10 FT. TO A POINT ON THE RIGHT-OF-WAY LINE OF COUNTY ROAD 478 AND A POINT OF CUSP ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 244.67 FT. AND A CENTRAL ANGLE OF 44°28'47; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE, A DISTANCE OF 189.94 FT.; THE CHORD FOR WHICH BEARS N 22°02'41" W, TO A POINT OF TANGENCY; THENCE N 00D11'43" E, A DISTANCE OF 1116.63 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 44.74 FT. AND A CENTRAL ANGLE OF 72°35'14"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 56.68 FT. TO A POINT OF CUSP ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 478; THENCE S 89°59'02" W, A DISTANCE OF 597.05 FT. TO THE POINT OF BEGINNING

I HEREBY CERTIFY THAT THIS INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT FILED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CFN 2005060055  
Bk 02816 Pgs 2385 - 2386; (2pgs)  
DATE: 04/25/2005 02:31:11 PM  
JAMES C. WATKINS, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 18.50  
DEED DOC 8.78

\* WINGARD LAND CO.  
1311 S. VINELAND RD.  
WINTER GARDEN, FL.  
34787

This instrument was prepared by:  
and should be returned to:  
Pamela M. Robb, Esq.  
Pamela Milton Robb, P.A.  
1311 Winter Garden-Vineland Road  
Winter Garden, Florida 34787

Property Appraiser's Parcel ID: 0322250003-000-00600

Return To:  
Lisa Rutzebeck  
PO Box 97  
Bell, Florida 32619

This Special Warranty Deed Made the 22<sup>ND</sup> day of MARCH <sup>2005</sup> ~~2004~~; by  
WINGARD LAND COMPANY, a Florida Corporation, hereinafter called the Grantor to  
WANNEE LAND COMPANY, a Florida Corporation, whose post office address is Post  
Office Box 97, ~~Bell~~, Florida, hereinafter called the Grantee;

*Bell 32619*  
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth:** That the grantor, for and in consideration of the sum of \$10.00, and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lake County, Florida, viz;

An undivided 3.006329112 percent (%) interest in the property described on Exhibit "A" attached hereto and made a part hereof.

Together, with all tenements, hereditaments and appurtenances thereto belong to or in anywise appertaining.

To have and to hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor are lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

In Witness Whereof, the said grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

*James Gustafson*  
James Gustafson  
ARASH R. GILLI  
STATE OF FLORIDA  
COUNTY OF ORANGE

WINGARD LAND COMPANY  
By: *John DeNovelles*  
John DeNovelles  
President  
1311 Winter Garden-Vineland Road  
Winter Garden, Florida 34787-4342

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared JOHN DENOVELLES to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22<sup>ND</sup> day of MARCH <sup>2005</sup> ~~2004~~.



*Harry R. Gilli*  
Notary Public

This Corrective Special Warranty Deed is to correct Grantor's signature block.

*Simple*  
*Correct*

EXHIBIT "A"

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WEST LINE OF GOVERNMENT LOT 5 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 478, THENCE EASTERLY ALONG A ARC CONCAVE TO THE NORTH BEING THE SAID SOUTHERLY RIGHT-OF-WAY LINE, HAVING A RADIUS OF 1186.28 FT., AND A CENTRAL ANGLE OF 7°06'56", A DISTANCE OF 147.32 FT., THE CHORD FOR WHICH BEARS S 86°27'30" E TO A POINT OF TANGENCY; THENCE N 89°59'02" E, A DISTANCE OF 189.60 FT.; THENCE N 00°00'58" W, A DISTANCE OF 12.90 FT.; THENCE N 89°59'02" E, A DISTANCE OF 343.46 FT. TO THE POINT OF BEGINNING; THENCE SOUTH, A DISTANCE OF 50 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 180 FT. AND A CENTRAL ANGLE OF 70°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 219.91 FT TO A POINT OF TANGENCY, THENCE S 70°00'00" W, A DISTANCE OF 60 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 270 FT. AND A CENTRAL ANGLE 102°00'00"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 480.66 FT. TO A POINT OF TANGENCY; THENCE S 32°00'00" E, A DISTANCE OF 240 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 380 FT. AND A CENTRAL ANGLE OF 23°30'00"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 155.86 FT. TO A POINT OF TANGENCY; THENCE S 08°30'00" E, A DISTANCE OF 451.18 FT.; THENCE S 03°32'05" E, 110.76 FT.; THENCE S 45°03'52" E, 60 FT.; THENCE S 30°22'09" E, A DISTANCE OF 171.21 FT.; THENCE S 88°31'56" W, A DISTANCE OF 79.58 FT.; THENCE S 02°12'20" E, A DISTANCE OF 167.31 FT.; THENCE S 24°15'22" E, A DISTANCE OF 79.78 FT.; THENCE N 83°23'44" W, A DISTANCE OF 148.16 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 120 FT. AND A CENTRAL ANGLE OF 69D43'22"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 146.03 FT. TO A POINT OF TANGENCY; THENCE S 26°52'54" W, A DISTANCE 261.54 FT. THENCE S 28°13'3" E, A DISTANCE OF 163.67 FT.; THENCE N 82°39'05" E, A DISTANCE OF 358.86 FT.; THENCE N 87°33'07" E, A DISTANCE OF 200.72 FT.; THENCE N 85°20'03" E, A DISTANCE OF 199.86 FT.; THENCE N 87°28'37" E, A DISTANCE OF 83.04 FT.; THENCE N 19°24'49" E, A DISTANCE OF 107.56 FT.; THENCE S 89°52'44" E, A DISTANCE OF 95.37 FT.; THENCE N 00°07'16" E, A DISTANCE OF 893.10 FT. TO A POINT ON THE RIGHT-OF-WAY LINE OF COUNTY ROAD 478 AND A POINT OF CUSP ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 244.67 FT. AND A CENTRAL ANGLE OF 44°28'47"; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE, A DISTANCE OF 189.94 FT.; THE CHORD FOR WHICH BEARS N 22°02'41" W, TO A POINT OF TANGENCY; THENCE N 00D11'43" E, A DISTANCE OF 1116.63 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 44.74 FT. AND A CENTRAL ANGLE OF 72°35'14"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 56.68 FT. TO A POINT OF CUSP ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 478; THENCE S 89°59'02" W, A DISTANCE OF 597.05 FT. TO THE POINT OF BEGINNING

*Spings*

This instrument was prepared by  
and should be returned to:  
Pamela M. Robb, Esq.  
Pamela Milton Robb, P.A.  
1311 Winter Garden-Vineland Road  
Winter Garden, Florida 34787

CFN 2006028555  
Bk 03092 Pgs 1206 ~ 1208 (3pgs)  
DATE: 02/23/2006 11:20:46 AM  
JAMES C. WATKINS, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 27.00  
DEED DOC 350.00

Property Appraisers Parcel ID # 0322250003.000.00600

# WARRANTY DEED

This Warranty Deed, made as of this 20<sup>th</sup> day of DECEMBER, 2005, by **PAMELA M. ROBB**, a single person, whose post office address is 1311 Winter Garden-Vineland Rd., Winter Garden, FL, 34787, hereinafter called the Grantor(s), and **WANNEE LAND COMPANY**, a Florida Corporation, whose post office address is P.O. BOX 97 BELL, FL 32612, hereinafter called the Grantee(s).

(Wherever used herein the terms "grantors" and "grantees" include all the parties to this instrument and their heirs, legal representatives and assigns)

Witnesseth, that the Grantors, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in LAKE County, State of Florida, viz:

**\*SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

Subject to taxes for 2006 and subsequent years.

Subject to easements and restrictive covenants of record, however, reference hereto shall not serve to reimpose same where none exist.

Together with all tenements, hereditaments and appurtenances thereto belong to or in anyway appertaining.

To have and to hold, the same in fee simple forever.

This property is not now, nor has it ever been, the homestead of a grantor.

And the Grantors hereby covenants with said Grantees that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; that the Grantors hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2005.

In witness whereof, the said Grantors hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witnesses:

Print Name: PATRICIA A. O'CONNOR

PAMELA M. ROBB

Print Name: ROSE M. DARING



STATE OF FLORIDA  
COUNTY OF ORANGE

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **PAMELA M. ROBB**, a single person,  to me personally known or  who produced as identification, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State last aforesaid this 20<sup>th</sup> day of DECEMBER, 2005.

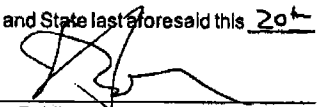
  
\_\_\_\_\_  
Notary Public



EXHIBIT "A"PAMELA M. ROBB'S UNDIVIDED  
2.004219375 PERCENT (%) INTEREST IN:

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WEST LINE OF GOVERNMENT LOT 5 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 478, THENCE EASTERLY ALONG A ARC CONCAVE TO THE NORTH BEING THE SAID SOUTHERLY RIGHT-OF-WAY LINE, HAVING A RADIUS OF 1186.28 FT., AND A CENTRAL ANGLE OF 7°06'56", A DISTANCE OF 147.32 FT., THE CHORD FOR WHICH BEARS S 86°27'30" E TO A POINT OF TANGENCY; THENCE N 89°59'02" E, A DISTANCE OF 189.60 FT.; THENCE N 00°00'58" W, A DISTANCE OF 12.90 FT.; THENCE N 89°59'02" E, A DISTANCE OF 343.46 FT. TO THE POINT OF BEGINNING; THENCE SOUTH, A DISTANCE OF 50 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 180 FT. AND A CENTRAL ANGLE OF 70°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 219.91 FT TO A POINT OF TANGENCY, THENCE S 70°00'00" W, A DISTANCE OF 60 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 270 FT. AND A CENTRAL ANGLE 102°00'00"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 480.66 FT. TO A POINT OF TANGENCY; THENCE S 32°00'00" E, A DISTANCE OF 240 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 380 FT. AND A CENTRAL ANGLE OF 23°30'00"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 155.86 FT. TO A POINT OF TANGENCY; THENCE S 08°30'00" E, A DISTANCE OF 451.18 FT.; THENCE S 03°32'05" E, 110.76 FT.; THENCE S 45°03'52" E, 60 FT.; THENCE S 30°22'09" E, A DISTANCE OF 171.21 FT.; THENCE S 88°31'56" W, A DISTANCE OF 79.58 FT.; THENCE S 02°12'20" E, A DISTANCE OF 167.31 FT.; THENCE S 24°15'22" E, A DISTANCE OF 79.78 FT.; THENCE N. 83°23'44" W, A DISTANCE OF 148.16 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 120 FT. AND A CENTRAL ANGLE OF 69D43'22"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 146.03 FT. TO A POINT OF TANGENCY; THENCE S 26°52'54" W, A DISTANCE 261.54 FT. THENCE S 28°13'3" E, A DISTANCE OF 163.67 FT.; THENCE N 82°39'05" E, A DISTANCE OF 358.86 FT.; THENCE N 87°33'07" E, A DISTANCE OF 200.72 FT.; THENCE N 85°20'03" E, A DISTANCE OF 199.86 FT.; THENCE N 87°28'37" E, A DISTANCE OF 83.04 FT.; THENCE N 19°24'49" E, A DISTANCE OF 107.56 FT.; THENCE S 89°52'44" E, A DISTANCE OF 95.37 FT.; THENCE N 00°07'16" E, A DISTANCE OF 893.10 FT. TO A POINT ON THE RIGHT-OF-WAY LINE OF COUNTY ROAD 478 AND A POINT OF CUSP ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 244.67 FT. AND A CENTRAL ANGLE OF 44°28'47"; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE, A DISTANCE OF 189.94 FT.; THE CHORD FOR WHICH BEARS N 22°02'41" W, TO A POINT OF TANGENCY; THENCE N 00D11'43" E, A DISTANCE OF 1116.63 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 44.74 FT. AND A CENTRAL ANGLE OF 72°35'14"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 56.68 FT. TO A POINT OF CUSP ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 478; THENCE S 89°59'02" W, A DISTANCE OF 597.05 FT. TO THE POINT OF BEGINNING, LAKE COUNTY, FLORIDA.

CFN 2007004626  
Bk 03345 Pgs 0960 - 961 (2pgs)  
DATE: 01/18/2007 11:49:23 AM  
JAMES C. MATKINS, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 18.50  
DEED DOC 507.50

This instrument was prepared by  
and should be returned to:  
Pamela M. Robb, Esq.  
Pamela Milton Robb, P.A.  
1311 Winter Garden-Vineland Road  
Winter Garden, Florida 34787

Property Appraisers Parcel ID #

# Warranty Deed

This Warranty Deed, made as of this 4<sup>th</sup> day of January, 2007, by  
WINGARD LAND CO., A FLORIDA CORPORATION, whose post office address is  
4512 Cone Flower Ct. Acworth GA 30102, hereinafter called the  
Grantor(s), and WANNEE LAND COMPANY, a Florida Corporation, whose post office  
address is P.O. BOX 97, BELL, FL 32612, hereinafter called the Grantee(s).

(Wherever used herein the terms "grantors" and "grantees" include all the  
parties to this instrument and their heirs, legal representatives and assigns)

Witnesseth, that the Grantors, for and in consideration of the sum of Ten and  
No/100 Dollars (\$10.00), and other valuable considerations, receipt whereof is hereby  
acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and  
confirms unto the grantee, all that certain land situate in LAKE County, State of Florida,  
viz:

**\*SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

Subject to taxes for 2006 and subsequent years.

Subject to easements and restrictive covenants of record, however, reference  
hereto shall not serve to reimpose same where none exist.

Together with all tenements, hereditaments and appurtenances thereto  
belong to or in anyway appertaining.

To have and to hold, the same in fee simple forever.

This property is not now, nor has it ever been, the homestead of a grantor.

And the Grantors hereby covenants with said Grantees that the Grantors are lawfully  
seized of said land in fee simple; that the Grantors have good right and lawful authority to  
sell and convey said land; that the Grantors hereby fully warrants the title to said land and  
will defend the same against the lawful claims of all persons whomsoever; and that said  
land is free of all encumbrances, except taxes accruing subsequent to December 31, 2005.

In witness whereof, the said Grantors hereunto set hand and seal the day and year  
first above written.

Signed, sealed and delivered in our presence:

Witnesses:

WINGARD LAND CO.

Sharon O'Brien  
Print Name: Sharon O'Brien  
Ashtley Miller  
Print Name: Ashtley Miller

[Signature]  
BY: JOHN deNOYELLES  
its President

STATE OF  
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 JOHN deNOYELLES Q to me personally known or Q who produced drivers license as identification, to me known to be the person described in acknowledgment as officer of the corporation and who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State last aforesaid this 4<sup>th</sup> day of January, 2007.



Patricia Miller  
Notary Public

*Sprays*

This instrument was prepared by  
and should be returned to:  
Pamela M. Robb, Esq.  
Pamela Milton Robb, P.A.  
1311 Winter Garden-Vineland Road  
Winter Garden, Florida 34787

CFN 2007063046  
Bk 03427 Pgs 1824 - 1826; (3pgs)  
DATE: 05/08/2007 02:37:47 PM  
JAMES C. WATKINS, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 27.00

Property Appraiser's Parcel ID #

# WARRANTY DEED

This Warranty Deed, made as of this 26th day of April, 2007, by WINGARD LAND CO., A FLORIDA CORPORATION, whose post office address is 4512 Coneflower Court, Acworth GA 30102, hereinafter called the Grantor(s), and WANNEE LAND COMPANY, a Florida Corporation, whose post office address is P.O. BOX 97, BELL, FL 32612, hereinafter called the Grantee(s).

(Wherever used herein the terms "grantors" and "grantees" include all the parties to this instrument and their heirs, legal representatives and assigns)

Witnesseth, that the Grantors, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, allens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in LAKE County, State of Florida, viz:

**\*SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

This Deed is being recorded to correct the deed recorded on January 10, 2007 in Book 3345, page 960, without a legal description.

Subject to taxes for 2006 and subsequent years.

Subject to easements and restrictive covenants of record, however, reference hereto shall not serve to reimpose same where none exist.

Together with all tenements, hereditaments and appurtenances thereto belong to or in anyway appertaining.

To have and to hold, the same in fee simple forever.

This property is not now, nor has it ever been, the homestead of a grantor.

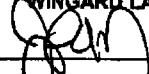
And the Grantors hereby covenants with said Grantees that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; that the Grantors hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2005.

In witness whereof, the said Grantors hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witnesses:

WINGARD LAND CO.



Print Name: \_\_\_\_\_

BY: JOHN deNOYELLES

Its President

Print Name: \_\_\_\_\_

STATE OF  
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 JOHN deNOYELLES  to me personally known or  who produced \_\_\_\_\_ as identification, to me known to be the person described in acknowledgment as officer of the corporation and who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State last aforesaid this 26 day of April, 2007.



Patricia Miller  
Notary Public

**EXHIBIT "A"**

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WEST LINE OF GOVERNMENT LOT 5 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 478, THENCE EASTERLY ALONG A ARC CONCAVE TO THE NORTH BEING THE SAID SOUTHERLY RIGHT-OF-WAY LINE, HAVING A RADIUS OF 1186.28 FT., AND A CENTRAL ANGLE OF 7°06'56", A DISTANCE OF 147.32 FT., THE CHORD FOR WHICH BEARS S 86°27'30" E TO A POINT OF TANGENCY; THENCE N 89°59'02" E, A DISTANCE OF 189.60 FT.; THENCE N 00°00'58" W, A DISTANCE OF 12.90 FT.; THENCE N 89°59'02" E, A DISTANCE OF 343.46 FT. TO THE POINT OF BEGINNING; THENCE SOUTH, A DISTANCE OF 50 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 180 FT. AND A CENTRAL ANGLE OF 70°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 219.91 FT TO A POINT OF TANGENCY, THENCE S 70°00'00" W, A DISTANCE OF 60 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 270 FT. AND A CENTRAL ANGLE 102°00'00"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 480.66 FT. TO A POINT OF TANGENCY; THENCE S 32°00'00" E, A DISTANCE OF 240 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 380 FT. AND A CENTRAL ANGLE OF 23°30'00"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 155.86 FT. TO A POINT OF TANGENCY; THENCE S 08°30'00" E, A DISTANCE OF 451.18 FT.; THENCE S 03°32'05" E, 110.76 FT.; THENCE S 45°03'52" E, 60 FT.; THENCE S 30°22'09" E, A DISTANCE OF 171.21 FT.; THENCE S 88°31'56" W, A DISTANCE OF 79.58 FT.; THENCE S 02°12'20" E, A DISTANCE OF 167.31 FT.; THENCE S 24°15'22" E, A DISTANCE OF 79.78 FT.; THENCE N. 83°23'44" W, A DISTANCE OF 148.16 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 120 FT. AND A CENTRAL ANGLE OF 69D43'22"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 146.03 FT. TO A POINT OF TANGENCY; THENCE S 26°52'54" W, A DISTANCE 261.54 FT. THENCE S 28°13'3" E, A DISTANCE OF 163.67 FT.; THENCE N 82°39'05" E, A DISTANCE OF 358.86 FT.; THENCE N 87°33'07" E, A DISTANCE OF 200.72 FT.; THENCE N 85°20'03" E, A DISTANCE OF 199.86 FT.; THENCE N 87°28'37" E, A DISTANCE OF 83.04 FT.; THENCE N 19°24'49" E, A DISTANCE OF 107.56 FT.; THENCE S 89°52'44" E, A DISTANCE OF 95.37 FT.; THENCE N 00°07'16" E, A DISTANCE OF 893.10 FT. TO A POINT ON THE RIGHT-OF-WAY LINE OF COUNTY ROAD 478 AND A POINT OF CUSP ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 244.67 FT. AND A CENTRAL ANGLE OF 44°28'47"; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE, A DISTANCE OF 189.94 FT.; THE CHORD FOR WHICH BEARS N 22°02'41" W, TO A POINT OF TANGENCY; THENCE N 00D11'43" E, A DISTANCE OF 1116.63 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 44.74 FT. AND A CENTRAL ANGLE OF 72°35'14"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 56.68 FT. TO A POINT OF CUSP ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 478; THENCE S 89°59'02" W, A DISTANCE OF 597.05 FT. TO THE POINT OF BEGINNING

CFN 2008023671  
Bk 03587 Pgs 1187 - 1190 (4pgs)  
DATE: 02/26/2008 08:35:45 AM  
NEIL KELLY, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 35.50  
DEED DOC 132.30

R This instrument prepared by  
and to be returned to:  
Castle Management Partners  
625 Waltham Ave  
Orlando, Florida 32809

PARCEL IDENTIFICATION NO.:  
032225-0003-000-00600

SPECIAL WARRANTY DEED

IDENTIFICATION SECTION:

GRANTOR'S AND GRANTOR'S ADDRESS:

CASTLE DEVELOPMENT ASSOCIATES, LTD., an inactive Florida limited partnership, as a tenant-in-common as to an undivided 8.0168776% interest in and to the "REAL PROPERTY" (as herein defined), whose post office address is 625 Waltham Avenue, Orlando, Florida 32809.

GRANTEE AND GRANTEE'S ADDRESS:

CASTLE MANAGEMENT PARTNERS, LLP, a Florida limited liability partnership, whose post office address is 625 Waltham Avenue, Orlando, Florida 32809.

EFFECTIVE DATE: February 25, 2008  
VESTING DATE: February 25, 2008  
COMMENCEMENT DATE: February 25, 2008  
REAL PROPERTY LOCATION: LAKE COUNTY, FLORIDA

(Wherever used herein, the terms "GRANTOR" and "GRANTEE" include all the parties referred to above in this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships, limited liability companies and trusts).

THIS INDENTURE, WITNESSETH: that the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which consideration is acknowledged, does hereby



grant, bargain, sell, alien, remise, release, convey and confirm unto the GRANTEE, an undivided 8.0168776% interest as a tenant-in-common, effective as of the VESTING DATE with right to possession on and after the COMMENCEMENT DATE, in and to that certain real property situated in the above-mentioned COUNTY AND STATE and being more particularly described in Exhibit "A", attached hereto and made a part hereof,

TOGETHER with all of the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all buildings, fixtures and improvements thereon (said real property, tenements, hereditaments, appurtenances, buildings, fixtures and improvements being herein collectively referred to as the "REAL PROPERTY").

TO HAVE AND TO HOLD, the above-described estate and interest in and to the REAL PROPERTY, with the appurtenances, unto the GRANTEE, its successors and assigns, forever.

AND the GRANTOR hereby covenants with said GRANTEE that said GRANTOR is lawfully seized of the above-specified undivided interest in said REAL PROPERTY as a tenant-in-common therein and with respect thereto; that such GRANTOR has good right and lawful authority to sell and convey to GRANTEE the above-specified undivided interest of such GRANTOR in and to the REAL PROPERTY; that such GRANTOR hereby warrants the title to such GRANTOR'S above-specified undivided percentage interest in the REAL PROPERTY and will defend the same against the lawful claims of all persons and/or entities claiming by, through or under the GRANTOR, but against no others. This conveyance is subject to easements, restrictions and matters of record, but this reference to the foregoing shall not operate to reimpose the same.

THIS INSTRUMENT IS EXECUTED BY GRANTOR IN CONNECTION WITH THE WINDING UP OF ITS BUSINESS AND ACTIVITIES AS PERMITTED AND AUTHORIZED PURSUANT TO SECTION 620.1803 AND SECTION 620.1809(4), FLORIDA STATUTES. SIMILARLY, THE SOLE GENERAL PARTNER OF GRANTOR, LEW DEVELOPMENT CORPORATION, EXECUTES THIS INSTRUMENT IN THE CONTEXT OF WINDING UP AND LIQUIDATING ITS BUSINESS AND AFFAIRS AS AUTHORIZED PURSUANT TO SECTION 607.1405, FLORIDA STATUTES.

IN WITNESS WHEREOF, GRANTOR has executed and delivered this instrument and has intended the same to be and become effective as of the EFFECTIVE DATE.

Signed, sealed and delivered in the presence of the following two witnesses:

CASTLE DEVELOPMENT ASSOCIATES, LTD., an inactive Florida limited partnership

By: LEW DEVELOPMENT CORPORATION, a dissolved Florida corporation, its sole general partner

Devin Crowl  
Print Name: DEVIN CROWL

By: L E White, Pres  
LAWRENCE E. WHITE,  
President

Janifer Matherson  
Print Name: Janifer L. Matherson

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of February, 2008, by LAWRENCE E. WHITE, as President of LEW DEVELOPMENT CORPORATION, a dissolved Florida corporation, in its capacity as the sole general partner of CASTLE DEVELOPMENT ASSOCIATES, LTD., an inactive Florida limited partnership, on behalf of the partnership. Said person did not take an oath and (check one)  is personally known to me,  produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or  produced other identification, to wit: \_\_\_\_\_.



Susan Danben Wolfe  
Print Name: Susan Danben Wolfe  
Notary Public - State of Florida  
Commission No.: DD526504  
My Commission Expires: MAR. 7, 2010

LEGAL DESCRIPTION

A parcel of land lying in Section 3, Township 22 South, Range 25 East, Lake County, Florida, more particularly described as follows:

Commence at the intersection of the west line of government Lot 5 and the southerly right-of-way line of County Road 478; thence westerly along an arc concave to the North being the said southerly right-of-way line, having a radius of 1186.28 feet and a central angle of 7°06'56", a distance of 147.32 feet, the chord for which bears S 86°27'30" E to a point of tangency; thence N 89°59'02" E, a distance of 189.60 feet; thence N 00°00'50" W, a distance of 12.90 feet; thence N 89°59'02" E, a distance of 143.46 feet to the point of beginning; thence South, a distance of 50.00 feet to a point of curvature of a curve concave to the Northwest, having a radius of 180.00 feet and a central angle of 70°00'00"; thence Southwesterly along the arc of said curve, a distance of 219.91 feet to a point of tangency; thence S 70°00'00" W, a distance of 60.00 feet to a point of curvature of a curve concave to the East, having a radius of 270.00 feet and a central angle 102°00'00"; thence Southerly along the arc of said curve, a distance of 480.66 feet to a point of tangency; thence S 32°00'00" E, a distance of 240.00 feet to a point of curvature of a curve concave to the Southwest, having a radius of 300.00 feet and a central angle of 23°30'00"; thence Southerly along the arc of said curve, a distance of 155.06 feet to a point of tangency; thence S 08°30'00" E, a distance of 451.18 feet; thence S 03°32'05" E, 110.76 feet; thence S 45°03'52" E, 60.00 feet; thence S 30°22'09" E, a distance of 171.21 feet; thence S 88°31'56" W, a distance of 79.58 feet; thence S 07°12'20" E, a distance of 187.31 feet; thence S 24°15'22" N, a distance of 79.70 feet; thence N 03°23'44" W, a distance of 148.16 feet to a point of curvature of a curve concave to the Southeast, having a radius of 120.00 feet and a central angle of 69°43'22"; thence Southwesterly along the arc of said curve, a distance of 146.03 feet to a point of tangency; thence S 26°52'54" W, a distance of 261.54 feet; thence S 20°13'23" E, a distance of 163.67 feet; thence N 02°39'05" E, a distance of 358.06 feet; thence N 07°33'07" E, a distance of 200.72 feet; thence N 05°20'03" E, a distance of 199.86 feet; thence N 07°28'37" E, a distance of 81.04 feet; thence N 19°24'49" E, a distance of 107.56 feet; thence S 89°52'44" E, a distance of 95.37 feet; thence N 00°07'16" E, a distance of 893.10 feet to a point on the right-of-way line of County Road 478 and a point of cusp on a curve concave to the Northeast, having a radius of 244.67 feet and a central angle of 44°20'47"; thence Northerly along said right-of-way and the arc of said curve, a distance of 109.94 feet, the chord for which bears N 22°02'41" W, to a point of tangency; thence N 00°11'43" E, a distance of 1116.61 feet to a point of curvature of a curve concave to the Southwest, having a radius of 44.74 feet and a central angle of 72°35'14"; thence Northwesterly along the arc of said curve, a distance of 56.60 feet to a point of cusp on the South right of way line of said County Road 478; thence S 89°59'02" W, a distance of 597.05 feet to the point beginning.

Said lands containing 44.0 acres.

The quality of this image is equivalent to the quality of the original document.

EVLIDIT A

*Springs*

PROPERTY CLERK  
CFN 2008015160  
Bk 03578 Pgs 1617 - 1619f (3pgs)  
DATE: 02/05/2008 01:30:59 PM  
NEIL KELLY, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 27.00  
DEED DOC 11:642.40

This instrument was prepared by  
and should be returned to:  
Pamela M. Robb, Esq.  
Pamela Milton Robb, P.A.  
1311 Winter Garden-Vineyard Road  
Winter Garden, Florida 34787

Property Appraisers Parcel ID #03222500300000600

# Warranty Deed

This Warranty Deed, made as of this 29<sup>th</sup> day of January, 2008, by LILA L. CASON, whose address is 1850 Wycliff Drive, Orlando, FL 32803, LUCINDA LEE VAUGHN, whose address is 1850 Wycliff Drive, Orlando, FL 32803, AND GEORGE T. CASON, JR., whose address is 2301 Deloraine Trail, Maitland, FL 32751, hereinafter called the Grantor(s), and L & D, LLC, a Florida Limited Liability Company, whose post office address is P. O. Box 97, Bell, FL 32812, hereinafter called the Grantee(s).

(Wherever used herein the terms "grantors" and "grantees" include all the parties to this instrument and their heirs, legal representatives and assigns)

Witnesseth, that the Grantors, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in LAKE County, State of Florida, viz:

An undivided eighty-three and 9862448/100 percent (83.9862448%) interest in the property described on Exhibit "A" attached hereto and made a part hereof

Subject to taxes for 2008 and subsequent years.

Subject to easements, restrictive covenants of record, and rights of tenants under unrecorded leases, if any, however, reference hereto shall not serve to reimpose same where none exist.

Together with all tenements, hereditaments and appurtenances thereto belong to or in anyway appertaining.

To have and to hold, the same in fee simple forever.

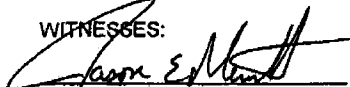
This property is not now, nor has it ever been, the homestead of a grantor.

And the Grantors hereby covenants with said Grantees that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; that the Grantors hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except as set forth herein and as for taxes accruing subsequent to December 31, 2006.

In witness whereof, the said Grantors hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESSES:

  
Print Name: JASON F. MERRITT

  
LILA L. CASON

  
Print Name: DEBRA M. MORTON

Jason E. Merritt  
Print Name: JASON E. MERRITT

Lucinda Lee Vaughn  
LUCINDA LEE VAUGHN

Debra M. Morton  
Print Name: DEBRA M. MORTON

Jason E. Merritt  
Print Name: JASON E. MERRITT

George T. Cason, Jr.  
GEORGE T. CASON, JR.

Debra M. Morton  
Print Name: DEBRA M. MORTON

STATE OF FLORIDA  
COUNTY OF ORANGE

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LILA L. CASON, Q to me personally known or Q who produced FLORIDA DRIVERS LICENSE as identification, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State last aforesaid this 29 day of January, 2008.

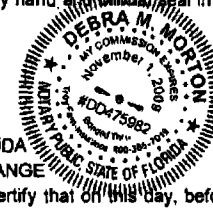


Debra M. Morton  
Notary Public

STATE OF FLORIDA  
COUNTY OF ORANGE

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LUCINDA LEE VAUGHN, Q to me personally known or Q who produced FLORIDA DRIVERS LICENSE as identification, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State last aforesaid this 29 day of January, 2008.



Debra M. Morton  
Notary Public

STATE OF FLORIDA  
COUNTY OF ORANGE

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GEORGE T. CASON, JR., Q to me personally known or Q who produced FLORIDA DRIVERS LICENSE as identification, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State last aforesaid this 29 day of January, 2008.



Debra M. Morton  
Notary Public

EXHIBIT "A"

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WEST LINE OF GOVERNMENT LOT 5 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 478, THENCE EASTERLY ALONG A ARC CONCAVE TO THE NORTH BEING THE SAID SOUTHERLY RIGHT-OF-WAY LINE, HAVING A RADIUS OF 1186.28 FT., AND A CENTRAL ANGLE OF 7°08'58", A DISTANCE OF 147.32 FT., THE CHORD FOR WHICH BEARS S 86°27'30" E TO A POINT OF TANGENCY; THENCE N 89°58'02" E, A DISTANCE OF 189.60 FT.; THENCE N 00°00'58" W, A DISTANCE OF 12.90 FT; THENCE N 89°59'02" E, A DISTANCE OF 343.46 FT. TO THE POINT OF BEGINNING; THENCE SOUTH, A DISTANCE OF 50 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 180 FT. AND A CENTRAL ANGLE OF 70°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 219.91 FT TO A POINT OF TANGENCY, THENCE S 70°00'00" W, A DISTANCE OF 80 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 270 FT. AND A CENTRAL ANGLE 102°00'00"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 480.68 FT. TO A POINT OF TANGENCY; THENCE S 32°00'00" E, A DISTANCE OF 240 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 380 FT. AND A CENTRAL ANGLE OF 23°30'00"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 155.86 FT. TO A POINT OF TANGENCY; THENCE S 08°30'00" E, A DISTANCE OF 451.18 FT.; THENCE S 03°32'05" E, 110.76 FT; THENCE S 45°03'52" E, 60 FT.; THENCE S 30°22'09" E, A DISTANCE OF 171.21 FT.; THENCE S 88°31'58" W, A DISTANCE OF 79.58 FT.; THENCE S 02°12'20" E, A DISTANCE OF 167.31 FT.; THENCE S 24°15'22" E, A DISTANCE OF 79.78 FT.; THENCE N. 83°23'44" W, A DISTANCE OF 148.16 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 120 FT. AND A CENTRAL ANGLE OF 69°43'22"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 146.03 FT. TO A POINT OF TANGENCY; THENCE S 26°52'54" W, A DISTANCE 261.54 FT. THENCE S 28°13'23" E, A DISTANCE OF 163.87 FT.; THENCE N 82°38'05" E, A DISTANCE OF 358.86 FT.; THENCE N 87°33'07" E, A DISTANCE OF 200.72 FT.; THENCE N 85°20'03" E, A DISTANCE OF 199.86 FT.; THENCE N 87°28'37" E, A DISTANCE OF 83.04 FT.; THENCE N 18°24'49" E, A DISTANCE OF 107.58 FT.; THENCE S 89°52'44" E, A DISTANCE OF 95.37 FT.; THENCE N 00°07'16" E, A DISTANCE OF 893.10 FT. TO A POINT ON THE RIGHT-OF-WAY LINE OF COUNTY ROAD 478 AND A POINT OF CUSP ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 244.87 FT. AND A CENTRAL ANGLE OF 44°28'47; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE, A DISTANCE OF 189.94 FT.; THE CHORD FOR WHICH BEARS N 22°02'41" W, TO A POINT OF TANGENCY; THENCE N 00°11'43" E, A DISTANCE OF 1116.63 FT. TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 44.74 FT. AND A CENTRAL ANGLE OF 72°35'14"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 58.88 FT. TO A POINT OF CUSP ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 478; THENCE S 89°58'02" W, A DISTANCE OF 597.05 FT. TO THE POINT OF BEGINNING.

*Sperry's*

LAKE COUNTY CLERK OF COURT  
CFN 2008015161  
BK 03578 Pgs 1620 - 1622 (3pgs)  
DATE: 02/05/2008 01:30:59 PM  
NEIL KELLY, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 27.00  
DEED DOC 0.70

This instrument was prepared by  
and should be returned to:  
Pamela M. Robb, Esq.  
Pamela Milton Robb, P.A.  
1311 Winter Garden-Vineyard Road  
Winter Garden, Florida 34787

Property Appraisers Parcel ID #0322250030000600

**QUIT CLAIM DEED**

THIS QUIT-CLAIM DEED, Executed this 30 day of January, A.D. 2008, by LILA L. CASON, a single woman, whose address is 1850 Wycliff Drive, Orlando, FL 32803, LUCINDA LEE VAUGHN, a single woman, whose address is 1850 Wycliff Drive, Orlando, FL 32803, AND GEORGE T. CASON, JR., a married man, whose address is 2301 Deloralne Trail, Maitland, FL 32751, hereinafter called the "first party", and L & D, LLC, a Florida Limited Liability Company, whose post office address is P. O. Box 97, Bell, FL 32612, hereinafter called the "second party".

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said first party, for and in consideration of the sum of \$10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of LAKE, State of Florida, to-wit:

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

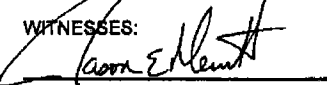
THE PROPERTY CONVEYED HEREBY IS NOT THE CONSTITUTIONAL HOMESTEAD OF THE FIRST PARTY OR CONTIGUOUS THERETO.

TO HAVE AND TO HOLD The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoove of the said second party forever.

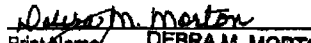
This conveyance is subject to easements, restrictions, reservations and limitations of record and to any road right-of-ways applicable to said described property above and taxes and assessments for the year 2007 and thereafter; however, reference herein shall not reimpose same.

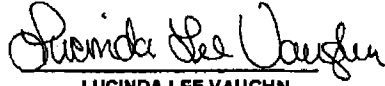
IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

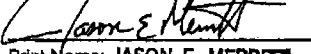
Signed, sealed and delivered in our presence:

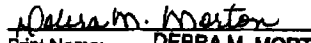
WITNESSES:  
  
Print Name: JASON E. MERRITT

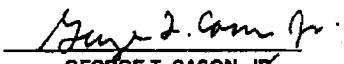
  
LILA L. CASON

  
Print Name: DEBRA M. MORTON

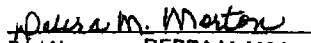
  
LUCINDA LEE VAUGHN

  
Print Name: JASON E. MERRITT

  
Print Name: DEBRA M. MORTON

  
GEORGE T. CASON, JR.

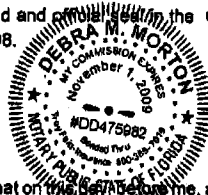
  
Print Name: Maia R. Albrecht

  
Print Name: DEBRA M. MORTON

STATE OF FLORIDA  
COUNTY OF ORANGE

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LILA L. CASON, Q to me personally known or Q who produced Florida Drivers License as identification, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State last aforesaid this 30 day of January, 2008.



Debra M. Morton  
Notary Public

STATE OF FLORIDA  
COUNTY OF ORANGE

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LUCINDA LEE VAUGHN, Q to me personally known or Q who produced Florida Drivers License as identification, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State last aforesaid this 30 day of January, 2008.



Debra M. Morton  
Notary Public

STATE OF FLORIDA  
COUNTY OF ORANGE

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GEORGE T. CASON, JR., Q to me personally known or Q who produced Florida Drivers License as identification, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State last aforesaid this 29 day of January, 2008.



Debra M. Morton  
Notary Public



EXHIBIT "A"

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Unsatisfied Mortgages

Or Liens

Encumbering the Property

*Spring 5*

This instrument was prepared by  
and should be returned to:  
Pamela M. Robb, Esq.  
Pamela Milton Robb, P.A.  
1311 Winter Garden-Vineland Road  
Winter Garden, Florida 34787

*R*

CFN 2008015162  
Bk 03578 Pgs 1623 - 1635; (13pgs)  
DATE: 02/05/2008 01:30:59 PM  
NEIL KELLY, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 112.00  
MTG DOC 8,750.00  
INTANGIBLE 5,000.00

**MORTGAGE**

THIS MORTGAGE DEED, executed this 29 day of January, 2008, between L&D, LLC, a Florida Limited Liability Company, hereinafter called the "Mortgagor", which term as used in every instance shall include the Mortgagor's heirs, personal representatives, successors, legal representatives and assigns, either voluntary by act of the parties, or involuntary by operation of law, and shall denote the single and/or plural, and the masculine and/or feminine, and natural and/or artificial persons, whenever and wherever the context so requires or admits, party of the first part, and Mohawk Investment Group, LLC with offices at P. O. Box 114, Yosemite, CA 95389, hereinafter called the "Mortgagee", which term as used in every instance, shall include the Mortgagee's successors, legal representatives and assigns, whenever and wherever the context so requires or admits, party of the second part.

WHEREAS, the Mortgagor has received a loan from the Mortgagee which was closed in the State of Florida on even date whereby it is justly indebted to the Mortgagee in the original principal sum of Two Million Five Hundred Thousand and no/100 (\$2,500,000.00), which indebtedness is hereby acknowledged and is evidenced by a certain Promissory Note bearing even date herewith payable to the Mortgagee, and secured hereby as herein provided, which Note together with the interest thereon as therein provided is payable as therein provided, with the date of the last regular installment or payment being two (2) years from even date . Said Promissory Note is actually entitled "Mortgage Note", but throughout this Mortgage it shall be referred to as "Promissory Note" or "Note" .

**WITNESSETH:**

FOR DIVERS GOOD and valuable considerations, and also in consideration of the aggregate sum of money named in the Promissory Note of even date herewith, hereinafter described (the term Note as hereafter used shall denote the singular, if one Note, or the plural, if more than one Note, is secured by this Mortgage), the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee in fee simple, the following described real estate, of which the Mortgagor is now seized and possessed and in actual possession, situate in the County of Lake , State of Florida, to-wit:

See Exhibit "A", attached hereto and made a part hereof by reference

TOGETHER WITH all structures and improvements now and hereafter placed on said land, and the fixtures attached thereto, and all rents, issues, proceeds, revenues, royalties, rights, benefits and profits accruing and to accrue from said premises, all of which are included within the foregoing description and the habendum thereof; also all furniture, furnishings, gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating and power systems, appliances, fixtures, and appurtenances, including air conditioning ducts, machinery and equipment,

*[Signature]*  
*S.L.*

which are now or may hereafter pertain to or be used with, in, or on said premises even though they be either detached or detachable, or any substitution or replacement thereof.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments, appurtenances, easements, riparian and other rights and all structures and improvements now and hereafter on the land, unto the said Mortgagee, in fee simple regarding the real estate described above.

AND THE MORTGAGOR does hereby covenant and agree with Mortgagee that Mortgagor is indefeasibly seized of said land in fee simple; that said Mortgagor has full power and lawful right to sell, convey and mortgage said land in fee simple as aforesaid; that it shall be lawful for the Mortgagee at all times peaceably and quietly to enter upon, hold and occupy said land; that said land (including personal property and fixtures) is free and clear of all other and prior mortgages, liens, assessments, judgments, taxes and encumbrances whatsoever (including conditional sales contracts and purchase agreements) and anything of a similar nature, and this Mortgage shall be a first mortgage lien thereon, except for real property taxes for 2008 and subsequent years and except for covenants, restrictions and easements of record, if any, but this reference thereto shall not impose same where none exist; that Mortgagor will make such further assurances to perfect the fee simple title to the premises in the Mortgagee as may reasonably be required; and that Mortgagor will forever warrant and defend the title to the premises and the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.

PROVIDED ALWAYS that if the Mortgagor shall pay unto the Mortgagee the indebtedness evidenced by the Note or so much thereof as may be advanced together with interest thereon, and all other sums of money provided to be paid by this Mortgage, and shall perform, comply with and abide by each and everyone of the stipulations, agreements, conditions and covenants contained and set forth in this Mortgage and in the Note, and in the Construction Loan Agreement, if applicable, then this Mortgage and the estate hereby created shall cease and be null and void.

AND THE MORTGAGOR does hereby further covenant and agree as follows:

1. PAYMENT OF NOTE. To pay all and singular the principal and interest and other sums of money payable by virtue of said Promissory Note and this Mortgage, or either, promptly on the days respectively the same severally come due.
2. PAYMENT OF TAXES AND ASSESSMENTS. To pay all and singular taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said mortgaged property described above, each and every, within the time specified in Paragraph 6 below, and if the same shall not be promptly paid, the Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting the option to foreclose, or any right hereunder and every payment so made shall bear interest from the date thereof at the maximum legal rate per annum and shall be secured by this Mortgage.
3. INSURANCE. To obtain public liability insurance in amounts acceptable to Mortgagee and to keep the buildings now or hereafter on said land described above and the fixtures

*DP*  
*L.R.*

and personal property therein contained insured, in a company or companies approved by the Mortgagee, against loss by fire, windstorm, and other hazards, casualties and contingencies for the highest insurable value so that the Mortgagee's interest is not subject to co-insurance, and the policy or policies shall be held by and be payable to said Mortgagee, and the Mortgagee shall have the option to receive and apply said payment on account of the indebtedness hereby secured, or permit the Mortgagor to receive or use it, or any part thereof, for any purposes without thereby waiving or impairing the equity, lien or right under and by virtue of this Mortgage and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each such payment shall bear interest from date at the maximum legal rate per annum and shall be secured by this Mortgage.

4. WASTE. To permit, commit, or suffer no waste, impairment, abandonment, or deterioration of said mortgaged property, or any part thereof and upon the failure of the Mortgagor to keep the buildings and personal property on said mortgaged property in good condition or repair, the Mortgagee may demand the immediate repair of said premises, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of 30 days shall constitute a breach of this Mortgage, and at the option of the Mortgagee, immediately mature the entire amount of principal and interest hereby secured, and the Mortgagee, immediately and without notice, may institute proceedings to foreclose this Mortgage and apply for the appointment of a Receiver, as hereinafter provided.

5. COVENANTS. To perform, comply with and abide by each and everyone of the stipulations, agreements, conditions, and covenants in the Promissory Note, this Mortgage, and all other loan documents executed by Mortgagor, including, but not limited to, Assignment of Rents and Profits, Construction Loan Agreement, Security Agreement, etc., if applicable.

6. TAX RECEIPTS. Except as provided in Paragraph 25 below, to deliver to the Mortgagee on or before March 31 of each year, tax receipts evidencing the payment of all lawfully imposed taxes upon the mortgaged premises described above for the preceding calendar year; to deliver to the Mortgagee receipts evidencing the payments of all liens for public improvements within thirty (30) days after the same shall become due and payable; and, to payor discharge within thirty (30) days after imposition, any and all levies, taxes, assessments, liabilities, obligations and encumbrances of every nature that may be made on the mortgaged premises described above, on this Mortgage or Note or in any other way resulting from the mortgage indebtedness secured by this Mortgage.

7. FEES AND COSTS. To pay all and singular the costs, charges, and expenses, including attorney's fees, reasonably incurred or paid at any time by the Mortgagee because of the failure of the Mortgagor to perform, comply with and abide by each and everyone of the stipulations, agreements, conditions and covenants of said Promissory Note and this Mortgage, or either, and every such payment shall bear interest from date at the maximum legal rate per annum, and shall be secured by this Mortgage.

8. OTHER ACTION. That if any action, or proceeding, shall be commenced by any person other than the holder of this Mortgage (except an action to foreclose this Mortgage, or to

collect the debt secured thereby) to which action, or proceeding, the holder of this Mortgage is made a party, or in which it shall become necessary to defend, or uphold, the lien of this Mortgage, all sums paid by the holder of this Mortgage for the expense of any litigation to prosecute, or defend, the rights and liens created by this Mortgage (including reasonable attorney's fees), shall be paid by the Mortgagor, together with interest thereon, at the maximum legal rate per annum, and any such sum, and the interest thereon, shall be a claim upon said premises and shall be deemed to be secured by this Mortgage. The sums paid by or incurred by the holder hereof in accordance with the terms of this paragraph shall be paid by the Mortgagor unto the holder hereof within thirty (30) days, and the failure or omission of the Mortgagor so to do shall entitle the Mortgagee to add such sums to the principal indebtedness of this Mortgage and the Note it secures, and/or at its option to declare this Mortgage and the Note it secures to be in default, thereupon maturing all of the unpaid indebtedness including the sums advanced hereunder.

9. MODIFICATION. No extension of the time, no modification of the terms of payment, and no release of any part or parts of the mortgaged premises, even though made without the consent of the Mortgagor, shall release, relieve, or discharge the Mortgagor from the payment of any of the sums hereby secured, but in such event the Mortgagor shall nevertheless be liable to pay such sums according to the terms of such extension or modifications unless specifically released and discharged in writing by the Mortgagee; and furthermore, that acceptance of part payment of any installment of principal or interest, or both, or of part performance of any covenant or delay for any period of time before exercising the option to mature the entire debt shall not operate as a waiver of the right by Mortgagee to execute such option or act on such default, partial acceptance or any subsequent default.

10. RECEIVERSHIP. If the Mortgagor shall be in default under any of the terms, covenants and agreements of this Mortgage, or the filing of any action upon this Mortgage or to reform or to foreclose this or any other Mortgage encumbering the within described property or to enforce payment of any claims under it, the Mortgagee shall immediately be entitled, as a matter of right, to apply to the court having jurisdiction for the appointment of a Receiver, and the court forthwith shall appoint a Receiver of the mortgaged property all and singular, including all and singular the income, profits, issues and revenues thereof from whatever source derived, each and everyone of which, it being expressly understood, is mortgaged by this instrument as if specifically set forth and described in its granting and habendum clauses, and the Receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a Receiver. The appointment shall be made by the court as an admitted equity and matter of absolute right to the Mortgagee, without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of the Mortgagor or the defendant. All rents, profits, incomes, issues and revenues shall be applied by the Receiver against the indebtedness secured by the lien of this Mortgage. The appointment of a Receiver shall be without notice to any obligor under this Mortgage. Such Receiver may be continued in possession of the property until the time of any foreclosure sale and until the confirmation of such sale by the court.

11. OTHER FORECLOSURE. If foreclosure proceedings should be instituted on any mortgage superior or inferior to this Mortgage or if any foreclosure proceeding is instituted on any lien of any kind, the Mortgagee may at its option immediately or thereafter declare this Mortgage and the indebtedness secured hereby, due and payable. If there is any mortgage superior to this

Mortgage, then failure to pay said mortgage when due and in accordance with its terms or failure to abide by the terms of said mortgage shall be deemed a breach of this Mortgage and the Mortgagee at its option may immediately or thereafter declare this Mortgage and the indebtedness hereby secured due and payable. Any modification of any mortgage superior to this Mortgage or waiver of any principal or interest payments on any note or mortgage superior to this Mortgage shall be deemed a breach of the terms and covenants of this Mortgage and the Mortgagee hereof may at its option declare this Mortgage and the indebtedness secured hereby due and payable.

12. NOTICES. All notices or other communications required or permitted to be given pursuant to this Mortgage shall be in writing and shall be considered as properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering same in person to the intended addressee. It is agreed that notice so mailed shall be reasonable and effective upon the expiration of three (3) business days after its deposit. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Mortgagor, to:

Wannee Land Company, Manager  
L & D, LLC  
P. O. Box 97  
Bell, FL 32612

If to Mortgagee, to:

Mohawk Investment Group  
Attn: Daniel Jensen  
P. O. Box 114  
Yosemite, CA 95389

13. ASSIGNMENT OF RENTS. If required by Mortgagee, on even date Mortgagor is executing a document in favor of Mortgagee entitled "Assignment of Rents and Profits" wherein under certain conditions Mortgagee is entitled to the rents, profits, issues, proceeds, revenues, royalties, rights and benefits accruing and derived from the premises and the terms and conditions of said document are hereby incorporated herein and made a part hereof and default thereunder shall be a default under this Mortgage; and, further, should Mortgagor attempt to assign the rents of the mortgaged premises or any part thereof without the consent of the Mortgagee, then the entire principal sum secured hereby shall, at the option of the Mortgagee, become immediately due and payable.

14. SUBROGATED. To the extent of the indebtedness of the Mortgagor to the Mortgagee described herein or secured hereby, the Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the land described herein which is paid and/or satisfied, in whole or in part, out of the proceeds of the loan described herein or secured hereby, and the respective liens of said

mortgages, liens or other encumbrances, shall be and the same and each of them hereby is preserved and shall pass to and be held by the Mortgagee herein as security for the indebtedness to the Mortgagee herein described or hereby secured, to the same extent that it would have been preserved and would have been passed to and been held by the Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto the Mortgagee by separate deed of assignment notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention of the parties hereto that the same will be satisfied and cancelled of record by the holders thereof at or about the time of the recording of this Mortgage.

15. DEFAULT PERIOD. If any of the sums of money referred to herein, including late charges and prepayment penalties, be not promptly and fully paid within thirty (30) days next after the same severally come due and payable, or if each and everyone of the stipulations, agreements, conditions and covenants of said Promissory Note and this Mortgage, or either, are not duly performed, complied with and abided by, the aggregate sum mentioned in said Promissory Note then remaining unpaid, with interest accrued to that time, and all monies secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said Note or in this Mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of said Mortgagee, without notice or demand, suit at law or in equity may be prosecuted as if all monies secured hereby had matured prior to its institution.

16. LATE CHARGE. After the maturity of said Promissory Note, whether normal or accelerated as provided in said Note or this Mortgage, the unpaid principal balance of said Note shall bear interest until paid at the highest, maximum, legal rate per annum allowable by the laws of the State of Florida. Further, Mortgagee may collect a "Late Charge" not to exceed four cents (\$.04) for each dollar (\$) of each payment more than fifteen (15) days in arrears to cover the extra expenses involved in handling delinquent payments.

17. RECEIPTS. Mortgagor shall exhibit to Mortgagee written receipts establishing payment of any sums required to be paid under any superior or inferior mortgage or other lien obligation no later than fifteen (15) days prior to the time that acceleration of such superior or inferior mortgage or lien could be declared for non-payment thereof.

18. FUTURE ADVANCES. That it is the intent hereof to secure payment of said Note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the Mortgage indebtedness under the terms of this instrument. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the principal sum of Five Million and no/100 DOLLARS (\$5,000,000.00); plus interest thereon and any disbursements made for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage with interest thereon; and this Mortgage shall secure any and all additional or further monies which may be advanced by Mortgagee to the Mortgagor after the date hereof, which future advances of money, if made, shall be evidenced by a note or notes executed by the Mortgagor to the Mortgagee bearing such rate of interest and with such maturities as shall be determined from time to time, but any and all such future advances secured by this Mortgage shall be made not more than 20 years after the date hereof. Nothing herein contained



shall be deemed an obligation on the part of the Mortgagee to make any future advances.

19. CONDEMNATION. That in the event the premises hereby mortgaged, or any part thereof, shall be condemned and taken for public use under the power of eminent domain, the Mortgagee shall have the right to demand that all damages awarded for the taking of, or damages to, said premises shall be paid to the Mortgagee, its successors or assigns, up to the amount then unpaid on this Mortgage and may be applied upon the payment or payments last payable thereon.

20. ESTOPPEL CERTIFICATE. The Mortgagor shall, within fifteen (15) days from written demand by the Mortgagee, execute in such form as shall be required by the Mortgagee, an estoppel certificate and waiver of defenses (or statement of defenses if any so exist at such time), duly acknowledged, setting forth the amount of principal and interest unpaid hereunder and the general status of said Mortgage, and the failure of the Mortgagor to make and deliver said estoppel certificate and waiver of defenses (or statement of defenses) within the time aforesaid shall constitute a default and a breach of this Mortgage and shall entitle the holder hereof to declare all of the unpaid principal balance immediately due and payable.

21. TIME OF ESSENCE. It is specifically agreed that time is of the essence of this Mortgage and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

22. CHANGES. It is understood and agreed that the Mortgagee may at any time, without notice to any person, grant to the Mortgagor any modification of any kind or nature whatsoever, or allow any change or changes, substitution or substitutions of any of the property described in this Mortgage or any other collateral which may be held by the Mortgagee without in any manner affecting the liability of the Mortgagor, any endorsers or guarantors of the indebtedness hereby secured or any other person for the payment of said indebtedness, together with interest and any other sums which may be due and payable to the Mortgagee, and also without in any manner affecting or impairing the lien of this Mortgage upon the remainder of the property and other collateral which is not changed or substituted; and it is also understood and agreed that the Mortgagee may at any time, without notice to any person, release any portion of the property described in this Mortgage or any other collateral, or any portion of any other collateral which may be held as security for the payment of the indebtedness hereby secured, either with or without any consideration for such release or releases, without in any manner affecting the liability of the Mortgagor, all endorsers, if any, and all other persons who are or shall be liable for the payment of said indebtedness, and without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this Mortgage for the full amount of the indebtedness remaining unpaid, together with all interest and advances which shall become payable, upon the entire remainder of the mortgaged property which is unreleased, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by the Mortgagee. It is distinctly understood and agreed by the Mortgagor and the Mortgagee that any release or releases may be made by the Mortgagee without the consent or approval of any other person or persons whomsoever.

23. OTHER OBLIGATIONS. In addition to the obligation of said Promissory Note, this Mortgage is given to secure any and all obligations from Mortgagor to Mortgagee arising by virtue

of any Security Agreement, Assignment of Rents and Profits, Construction Loan Agreement, Promissory Note or other agreements between Mortgagor and Mortgagee and for all obligations of Mortgagor to Mortgagee contingent or absolute, direct or indirect, regardless of however or wherever created, and that default under any of said other obligations and agreements shall constitute default hereunder.

24. NO TRANSFER. No sale, transfer, trade, assignment, pledge, lease, exchange or other conveyance of said property, or any part thereof, shall be made by Mortgagor without the written consent of Mortgagee which will not be unreasonably withheld and without assumption by the grantee of the obligation to Mortgagee hereunder in the form prescribed by Mortgagee. In the event Mortgagee so consents to authorize Mortgagor to take such action, Mortgagee reserves the right to change the terms of said Promissory Note and this Mortgage as conditions to such consent. Irrespective of such assumption of Mortgage by Mortgagor's grantee, Mortgagee may, upon such conveyance by Mortgagor, deal directly with Mortgagor's grantee without any notice to Mortgagor in all respects pertaining to this Mortgage. Mortgagee may grant to Mortgagor or any other person an extension or extensions of time for payment of any sum due hereunder and may take other or additional security for payment thereof or waive defaults or obligations of this Mortgage and said Note and may decrease the rate of interest or amount of installment payments without releasing any person from any liability under said Note or this Mortgage. In addition, Mortgagor shall not enter into any management or operating agreements without the written consent of Mortgagee, which consent shall not be unreasonably withheld. Violation of this covenant by Mortgagor shall constitute immediate default by Mortgagor under the terms of said Promissory Note and this Mortgage.

25. ESCROW. In order to more fully protect the security of this Mortgage and to secure Mortgagor's compliance with the covenants to pay taxes, assessments, and insurance premiums, Mortgagee may, in its sole discretion at anytime throughout the term of this Mortgage, require Mortgagor to pay to Mortgagee a sum equal to the annual taxes and assessments next due on said property plus the premiums that will next become due on policies of public liability, fire and casualty insurance covering said property (all as estimated by Mortgagee and of which Mortgagee is notified), less all sums already paid therefor, which sums shall be payable on the first day of each month beginning with the first payment due the first day of the month immediately following date of execution of this Mortgage and such payment shall be in equivalent proportions divided by the number of months to elapse before one month, prior to the date when such premiums, taxes and assessments will first become due. Such sums shall be held by Mortgagee to pay said premiums, taxes and assessments in addition to the monthly payment under the terms of said Note and such sums so held by Mortgagee for this specific purpose will not bear any interest whatsoever. If the total of the payments made by Mortgagor under this paragraph exceeds the amount of payments actually made by Mortgagee for taxes, assessments, and insurance premiums, such excess shall be credited on subsequent payments to be made by Mortgagor for such items. If such monthly payments are not sufficient to pay such items when the same respectively become due, Mortgagor shall pay to Mortgagee any amount necessary to make up the deficiency. Such payment shall be made within fifteen (15) days after written notice from Mortgagee, which notice may be given by mail. If this Mortgage is foreclosed, Mortgagee shall apply the amount then remaining to the credit of Mortgagor as a credit on the interest and the principal then remaining unpaid on said Note at the time of the commencement of such proceedings. If Mortgagor is required by Mortgagee to provide mortgage guaranty insurance as a condition of the loan secured by this Mortgage, Mortgagor agrees to pay the



premium for such mortgage guaranty insurance in the same manner as prescribed for taxes, assessments and insurance premiums. All payments made by Mortgagee hereunder shall be secured by this Mortgage.

26. **CONSTRUCTION.** If the loan which this Mortgage is given to secure is made for the purpose of financing either the construction of new improvements or additions on existing improvements, Mortgagor expressly agrees that all terms of the Construction Loan Agreement executed by Mortgagor in connection therewith are incorporated in this Mortgage by reference.

27. **BANKRUPTCY.** That in the event that Mortgagor shall (1) consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of Mortgagor's assets, or (2) be adjudicated a bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing his inability to pay his debts as they become due, or (3) make a general assignment for the benefit of creditors, or (4) file a petition or answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law, or (5) file an answer admitting the material allegations of a petition filed against the Mortgagor in any bankruptcy, reorganization or insolvency proceeding, or (6) take any action for the purpose of effecting any of the foregoing, or in the event (7) any order, judgment or decree shall be entered upon an application of a creditor or Mortgagor by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of the Mortgagor's assets and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days, or (8) be dissolved either voluntarily or by operation of law, the Mortgagee may declare the Note hereby secured forthwith due and payable, whereupon the principal of and the interest accrued on the Note and all other sums hereby secured shall become forthwith due and payable as if all of the said sums of money were originally stipulated to be paid on such day; and thereupon the Mortgagee without notice or demand may prosecute a suit at law and/or in equity as if all monies secured hereby had matured prior to its institution. No omission on the part of the Mortgagee to exercise any option contained in this paragraph when entitled to do so shall be construed as a waiver of such right.

28. **TITLE EVIDENCE.** The abstract of title and other title evidence (including title opinion, insurance, etc.) covering the encumbered property shall belong to and remain in the possession of the Mortgagee (or Mortgagee's attorney) during the lien of this Mortgage.

29. **INTEREST RATE.** It is agreed that nothing herein contained nor any transaction related thereto shall be construed or so operate as to require the Mortgagor to pay interest at a rate greater than it is now lawful in such case to contract for, or to make any payment or to do any act contrary to law; that if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Mortgage or said Note in whole or in part, then, such clauses and provisions only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

30. **CAPTIONS.** The captions of this Mortgage are inserted only as a matter of convenience and for reference and in no way define, limit or describe its scope or intent, nor in any way affect it.

31. **AUDITED STATEMENT.** If Mortgagor is other than a natural person, throughout

the term of said Note and this Mortgage, then at the written request of Mortgagee, Mortgagor shall have annual, certified financial statements (including income and profit and loss statements) prepared by a certified public accounting firm reasonably acceptable to Mortgagee. Copies of said certified financial statements shall be delivered to Mortgagee no later than ninety (90) days from the end of Mortgagor's calendar or fiscal year. Failure thereof shall constitute default hereunder.

32. SECURITY AGREEMENT. If required by Mortgagee, on even date Mortgagor is executing Security Agreement separate from this Mortgage, securing and pledging unto Mortgagee all personal property owned by Mortgagor on the mortgaged premises. Despite the existence (or absence, if not required by Mortgagee) of said additional Security Agreement Mortgagor agrees that this Mortgage shall be construed as a security agreement under the Florida Uniform Commercial Code.

33. LAW OF FLORIDA. This Mortgage, the Promissory Note secured hereby and other loan documents are executed and made in the State of Florida, and the laws of said State shall govern its interpretation.

34. HAZARDOUS SUBSTANCES

(a) Mortgagor hereby represents and warrants that neither Mortgagor nor, to the best of its knowledge, any other person has ever caused or permitted any Hazardous Substances (as such term is hereinafter defined) to be placed, held, located or disposed of on, under or at the Premises or any part thereof and neither the Premises nor any part thereof has ever been, used (whether by Mortgagor or, to the best of Mortgagor's knowledge, any other person) as a dump site or storage site (whether permanent or temporary) for any Hazardous Substances.

(b) Indemnification. Mortgagor hereby agrees to indemnify Lender and hold Lender harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses, and costs including, without limitation, reasonable attorneys' fees, of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Mortgagee by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, emission, discharge or release from the premises of any hazardous Substance including, without limitation, any losses, liabilities (including strict liability), damage, injuries, expenses, and costs, including, without limitation, reasonable attorney's fees, of any settlement or judgment or claims asserted or arising under, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, the Clean Air Act, any so called federal, state or local "Superfund" or Superlien" statute, or any other federal or State statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability) or standards of conduct concerning any Hazardous Substances, regardless of whether or not caused by, on the behalf of, or within the control of Mortgagor.

(c) Definition of Hazardous Substances. For purposes of the mortgage, the term "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA or defined by any other

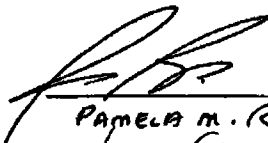

federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability (including strict liability) or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereinafter in effect.

(d) Notification. If Mortgagor receives any notice or knowledge of (i) the occurrence of any event involving the use, spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance, or (ii) any complaint, order, citation or other notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting Mortgagor or the premises (an "Environmental Complaint") from any person or entity (including, without limitation the EPA) then Mortgagor shall immediately notify Mortgagee orally and in writing of such notice, and, if the Environmental Complaint is in writing, shall immediately deliver a copy of the Environmental Complaint to Mortgagee.

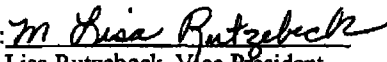
(e) Mortgagee's Right to Act. In addition to all other rights granted to Mortgagee under the Security Instrument, Mortgagee shall have the right, but not the obligation, to enter onto the Premises or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Substance or Environmental Complaint following receipt of any notice from any person or entity (including, without limitation, the EPA) asserting the existence of any Hazardous Substance or an Environmental Complaint pertaining to the Premises or any part thereof which, if true, could result in an order, suit or other action against Mortgagee and/or which, in the sole opinion of Mortgagee, could have an adverse impact on the value of the Premises or otherwise jeopardize Mortgagee's lien against the Premises granted or created under this Mortgage, any funds of Mortgagee used for any purpose referred to in this subparagraph shall become a part of the principal indebtedness secured by the Mortgage and shall be payable to Mortgagee on demand with interest at the Default Rate.


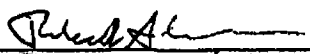
IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

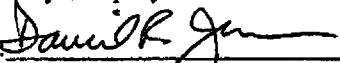
  
\_\_\_\_\_  
PAMELA M. ROSS  
  
\_\_\_\_\_  
HELEN EVANS

L&D, LLC, a Florida Limited Liability Company  
By: Wannee Land Company, Inc., A Florida Corporation  
Its Managing Member

By:   
M. Lisa Rutzebeck, Vice President

  
\_\_\_\_\_  
THERESA NISHIMURA  
  
\_\_\_\_\_  
RONALD A. SILVA

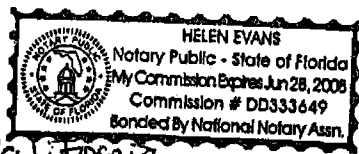
By: Dan Jensen, LLC, A Florida Limited Liability Company

By:   
Daniel R. Jensen, Manager

STATE OF *Florida*  
COUNTY OF *Orange*

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **M. LISA RUTZEBECKY** to me personally known or  who produced \_\_\_\_\_ as identification, to me known to be the person described in acknowledgment as officer of the corporation and who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State last aforesaid this 30<sup>th</sup> day of January, 2008.

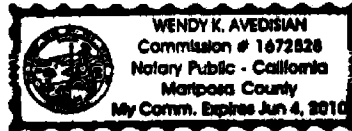


*Helen Evans*  
\_\_\_\_\_  
Notary Public

STATE OF *California*  
COUNTY OF *Mariposa*

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **DANIEL R. JENSEN** to me personally known or  who produced CA DL as identification, to me known to be the person described in acknowledgment as manager of the limited liability company and who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State last aforesaid this 31 day of January, 2008.



*Wendy K. Avedisian*

*Handwritten mark*

EXHIBIT A

A parcel of land lying in Section 3, Township 22 South, Range 25 East, Lake County, Florida, more particularly described as follows:

Commence at the intersection of the West line of government Lot 5 and the Southerly right-of-way line of County Road 478; thence Easterly along an arc concave to the North being the said Southerly right-of-way line, having a radius of 1186.28 feet and a central angle of 7°06'56", a distance of 147.32 feet, the chord for which bears S 86°27'30" E to a point of tangency; Thence N 89°59'02" E, a distance of 189.60 feet; Thence N 00°00'58" W, a distance of 12.90 feet; Thence N 89°59'02" E, a distance of 343.46 feet to the point of beginning; Thence South, a distance of 50.00 feet to a point of curvature of a curve concave to the Northwest, having a radius of 180.00 feet and a central angle of 70°00'00"; Thence Southwesterly along the arc of said curve, a distance of 219.91 feet to a point of tangency; Thence S 70°00'00" W, a distance of 60.00 feet to a point of curvature of a curve concave to the East; having a radius of 270.00 feet and a central angle 102°00'00"; Thence Southerly along the arc of said curve, a distance of 480.66 feet to a point of tangency; Thence S 32°00'00" E, a distance of 240.00 feet to a point of curvature of a curve concave to the Southwest, having a radius of 380.00 feet and a central angle of 23°30'00"; Thence Southerly along the arc of said curve, a distance of 155.86 feet to a point of tangency; Thence S 08°30'00" E, a distance of 451.18 feet; Thence S 03°32'05" E, 110.76 feet; Thence S 45°03'52" E, 60.00 feet; Thence S 30°22'09" E, a distance of 171.21 feet; Thence S 88°31'56" W, a distance of 79.58 feet; Thence S 02° 12'20" E, a distance of 167.31 feet; Thence S 24°15'22" E, a distance of 79.78 feet; Thence N 83°23'44" W, a distance of 148.16 feet to a point of curvature of a curve concave to the Southeast, having a radius of 120.00 feet and a central angle of 69°43'22"; Thence Southwesterly along the arc of said curve, a distance of 146.03 feet to a point of tangency; Thence S 26°52'54" W, a distance of 261.54 feet; Thence S 28°13'23" E, a distance of 163.67 feet; Thence N 82°39'05" E, a distance of 358.86 feet; thence N 87°33'07" E, a distance of 200.72 feet; Thence N 85°20'03" E, a distance of 199.86 feet; Thence N 87°28'37" E, a distance of 83.04 feet; Thence N 19°24'49" E, a distance of 107.56 feet; Thence S 89°52'44" E, a distance of 95.37 feet; Thence N 00°07'16" E, a distance of 893.10 feet to a point on the right-of-way line of County Road 478 and a point of cusp on a curve concave to the Northeast, having a radius of 244.67 feet and a central angle of 44°28'47"; Thence Northerly along said right-of-way and the arc of said curve, a distance of 189.94 feet, the chord for which bears N 22°02'41" W, to a point of tangency; Thence N 00°11'43" E, a distance of 1116.63 feet to a point of curvature of a curve concave to the Southwest, having a radius of 44.74 feet and a central angle of 72°35'14"; Thence Northwesterly along the arc of said curve, a distance of 56.68 feet to a point of cusp on the South right of way line of said County Road 478; Thence S 89°59'02" W, a distance of 597.05 feet to the point of beginning.

All of mortgagors undivided interest in the above-  
Referenced property, whether now owned or  
hereafter acquired. J.R.

J.R.  
D.S.

LIBER 0944 PAGE 0321

54257

# This Mortgage Deed

Executed as of the 1st day of December A. D. 1987 by

THE LASALLE GROUP, a New York general partnership, as Trustee under the provisions of a certain Land Trust Agreement (C-1) dated September 1, 1987

hereinafter called the mortgagor, to TLSC, INC.

a corporation existing under the laws of the State of New York with its permanent postoffice address at 352 Franklin Street, Buffalo, New York 14202 hereinafter called the mortgagee:

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "and" includes all the notes herein described if more than one.)

**Witnesseth,** that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, alters, remedies, conveys and confirms unto the mortgagee all right, title and interest of mortgagor in and to the following described real property located in Lake County, Florida, said right, title and interest being as follows:

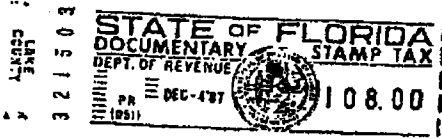
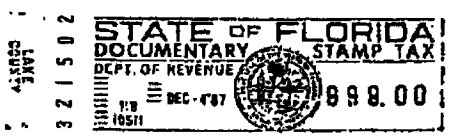
An estate for years commencing on December 1, 1987 and terminating at midnight December 31, 2003, in and to the following described real property:

See Exhibit "A", attached hereto and made a part hereof.

THIS IS A PURCHASE MONEY MORTGAGE.

The estate and interest of mortgagor in the above-described real property was vested in mortgagee pursuant to Section 689.071, Florida Statutes, in and by virtue of that certain General Warranty Deed dated December 1, 1987 and recorded under Clerk's file number 87-54257, Public Records of Lake County, Florida.

Received 1476.00 in payment of the sum of \$1476.00 of the sum of \$27,542.57 of the sum of \$27,542.57 JAMES C. WATKINS Clerk of the Court Lake County, Florida



DEAN, MEAD, EGERTON, BLOODWORTH, CAPOUANO & BOZANTTI, P.A. ATTORNEYS AND COUNSELLORS AT LAW P. O. BOX 2343 ORLANDO, FLORIDA 32802

UPTR  
Lipe  
Sperry

Dec 4 12 29 PM '87

19.50  
11/17/87  
1476  
17.00  
1102.00  
1476.00  
2.50



To Have and to Hold the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

And the mortgagee covenants with the mortgagee that the mortgagee is indefeasibly seized of said land in fee simple; that the mortgagee has good right and lawful authority to convey said land as afore said; that the mortgagee will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagee hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except taxes accruing subsequent to December 31, 1987.

PROVIDED, ALWAYS, that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified, to-wit:

MORTGAGE NOTE  
\$ 738,000.00  
Orlando, Florida  
December 1, 1987

FOR VALUE RECEIVED, the undersigned, (jointly and severally, if more than one) promise to pay to  
WAC, INC., a New York corporation  
the principal sum of Seven Hundred Thirty-Eight Thousand and no/100 DOLLARS (\$ 738,000.00) with interest from date of the date of this note at the rate of 12% per annum, payable on the 1st day of each month commencing on the 1st day of January, 1988. The said principal and interest shall be payable in lawful money of the United States of America or in such other coin or currency as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:  
Interest shall accrue on the unpaid principal balance at the rate of 12% per annum or such greater rate as may be required to comply with applicable federal statutes regarding "imputed interest", "economic accrual of interest" and any other such requirements (the so-called "Applicable Federal Rate").  
Interest accrued through and including April 30 of each year shall be paid to the holder of this note not later than June 1 of such year or, failing that, all interest accrued through and including April 30 of each year shall be added to the unpaid principal balance due hereunder. Notwithstanding the provisions of the foregoing sentence, commencing with interest which accrues for the year ending April 30, 1993, accrued interest shall be due and payable annually not later than June 1 of each such year and shall not be added to the unpaid principal balance, and failure to timely pay any such annual installment of accrued interest shall constitute a default hereunder.  
The unpaid principal balance together with all accrued and unpaid interest shall be due and payable in full without notice or demand on January 31, 2003.

This note with interest is secured by a mortgage on real estate, of even date herewith, made by the maker hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida.  
If default be made in the payment of any of the sums or interest provided herein or in said mortgage, or in the performance of any of the covenants contained herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof become due and payable forthwith, together with being of the amount; and said principal sum and accrued interest shall bear late interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.  
Each payee hereof, jointly and severally, hereby covenants, promises, warrants, covenants of present and future of diligence and agrees to pay all sums, including a reasonable attorney's fee, which may be brought or not, if after maturity of this note or default hereunder, or under said mortgage, amount shall be employed to collect this note or to process the maturity of said mortgage.  
Whether used herein the terms "maker", "maker" and "payee" shall be construed in the singular or plural as the context may require or demand. No personal liability shall be asserted or be enforceable against the maker of this note or any person interested beneficially or otherwise in the property given to secure payment of the indebtedness evidenced hereby; all such liability, if any, being expressly waived by each payee or holder hereof, and each payee and subsequent holder of this instrument accepts the same upon said condition. In case of default under this note, the sole remedy of the holder hereof shall be the foreclosure of the mortgage given to secure the indebtedness evidenced by this note in accordance with the terms and provisions of said mortgage and the laws of the State of Florida. The payee and any holder of this instrument shall have no personal recourse against any trustee holding title to the property encumbered by the mortgage securing this instrument or against the partnership entity which is such trustee or any of its partners, or against any beneficiary of any trust, for the payment of the indebtedness evidenced by this note. This is in all respects a non-recourse note, and notwithstanding anything to the contrary herein or in any other document made, executed or delivered in connection with the loan evidenced hereby, in the event of default, the sole remedy of any holder of this instrument shall be to look to the collateral which secures this instrument and no deficiency or money judgment, whether for principal, interest, costs or attorneys' fees, shall be entered.

Maker's Address  
2010 59th Street West  
Suite 2600  
Bradenton, Florida 33529

THE LAMALLE GROUP, a New York general partnership, as Trustee under that certain Land Trust Agreement (C-1) dated September 1, 1987

By:   
Joseph N. D'Amico, General Partner

and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

LIVER 0944 PAGE 0323

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than the full insurable value thereof in a company or companies acceptable to the mortgagee, the policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If any sum of money herein referred to be not promptly paid within thirty (30) days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

In Witness Whereof, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

*[Handwritten signatures]*  
L. Barbara J. Searden

THE LASALLE GROUP, a New York general partnership, as Trustee aforesaid

By: *[Signature]*  
Joseph M. Dimino, General Partner

STATE OF FLORIDA,  
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOSEPH M. DIMINO, general partner of THE LASALLE GROUP, a New York general partnership, as Trustee to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as such general partner on behalf of said general partnership. WITNESS my hand and official seal in the County and State last aforesaid this 30th day of

November, A. D. 1987.

*[Signature]*  
Notary Public - State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. DEC 15, 1988  
BONDED THRU GENERAL INS. UND.

This instrument prepared by: Stephen J. Bozarth, Esquire  
Address Post Office Box 2346, Orlando, Florida 32802

GOVERNMENT LOTS 5 AND 6, IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THAT PART DESCRIBED AS FOLLOWS: START AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 36; RUN THENCE NORTH 89° 17' 20" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, 144.00 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 88° 43' 30" EAST, 636.35 FEET; THENCE NORTH 89° 57' 20" EAST, 421.77 FEET; THENCE NORTH 89° 58' 40" EAST, 179.74 FEET; THENCE NORTH 88° 40' 20" EAST, 224.86 FEET; THENCE SOUTH 89° 13' 40" EAST, 293.40 FEET; THENCE SOUTH 85° 08' 00" EAST, 270 FEET, MORE OR LESS, TO THE WATERS OF LITTLE LAKE HARRIS; THENCE SOUTHERLY ALONG SAID WATERS OF LITTLE LAKE HARRIS TO A POINT ON THE SOUTH LINE OF SAID SOUTH-EAST 1/4; THENCE SOUTH 89° 17' 20" WEST, 1310.00 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS.

THE ABOVE-DESCRIBED REAL PROPERTY BEING ALSO DESCRIBED AS PARCEL 1 AND PARCEL 2 BELOW:

That part of Government Lots 5 and 6 in Section 36, Township 20 South, Range 25 East, in Lake County, Florida, described as follows: Begin at the South 1/4 corner of Section 36, Township 20 South, Range 25 East, being established for the purpose of this description as being North 89°46' East 2617.8 feet from the Southwest corner of said Section 36, and also being North 89°17'20" East 38.47 feet from the North 1/4 corner of Section 1, Township 21 South, Range 25 East; run thence North 0°13'20" West parallel to the West line of said Section 36, a distance of 2150 feet; thence North 67°57' East 394.22 feet; thence South 75°41' East 272.13 feet; thence North 24°41'30" East 67.56 feet; thence North 63°12'30" West 207.1 feet; thence North 24°43'30" East 199 feet; thence South 66°03'30" East 114.17 feet; thence North 83°03' East 390.2 feet; thence South 63°29' East 169.1 feet; thence South 21°22' West 199.2 feet; thence South 43°24' West 195.3 feet; thence South 21°05' East 77.25 feet; thence South 40°48' East 377 feet; thence East 20 feet, more or less, to the high water mark of Lake Harris; said point being hereby designated as Point "A". Begin again at the Point of Beginning and run thence North 89°17'20" East 146 feet, run thence North 08°42'20" East 636.35 feet; thence North 89°57'20" East 421.77 feet; thence North 83°58'40" East 179.74 feet; thence North 88°40'20" East 224.86 feet; thence South 89°10'40" East 293.40 feet; thence South 85°08'00" East 270 feet, more or less, to the high water mark of Lake Harris; thence Northerly along and with the high water mark of Lake Harris to the above designated Point "A".

Government Lots 5 and 6, Section 36, Township 20 South, Range 25 East, Lake County, Florida, LESS: Begin at the South 1/4 corner of Section 36, Township 20 South, Range 25 East, being established for the purpose of this description as being North 89°46' East 2617.8 feet from the Southwest corner of said Section 36, and also being North 89°17'20" East 38.47 feet from the North 1/4 corner of Section 1, Township 21 South, Range 25 East, run thence North 0°13'20" West parallel to the West line of said Section 36 a distance of 2150 feet, thence North 67°57' East 394.22 feet, thence South 75°41' East 272.13 feet, thence North 24°41'30" East 67.56 feet, thence North 63°12'30" West 207.1 feet, thence North 24°43'30" East 199 feet, thence South 66°03'30" East 114.17 feet, thence North 83°03' East 390.2 feet, thence South 63°29' East 169.1 feet, thence South 21°22' West 199.2 feet, thence South 43°24' West 195.3 feet, thence South 21°05' East 77.25 feet, thence South 40°48' East 377 feet, thence East 20 feet, more or less, to the shore of Lake Harris, thence Southeasterly, South and Southwesterly along the shore of said Lake Harris to the South boundary of said Section 36, thence South 89°17'20" West 1456.2 feet, more or less, to the Point of Beginning.

LIBER 0944 PAGE 0332

# This Mortgage Deed

Executed as of the 1st day of December A. D. 1987 by  
THE LASALLE GROUP, a New York general partnership, as Trustee under the provisions  
of a certain Land Trust Agreement (C-2) dated September 1, 1987

hereinafter called the mortgagor, to TISG, INC.,

a corporation existing under the laws of the State of New York, with its permanent postoffice  
address at 352 Franklin Street, Buffalo, New York 14202  
hereinafter called the mortgagee:

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs,  
legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note"  
includes all the notes herein described if more than one.)

**Witnesseth,** that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all right, title and interest of mortgagor in and to the following described real property located in Lake County, Florida, said right, title and interest being as follows:

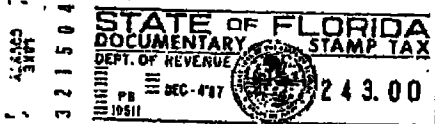
A vested remainder fee simple interest and estate, with the right to possession on and after January 1, 2004, in and to the following described real property:

See Exhibit "A", attached hereto and made a part hereof.

THIS IS A PURCHASE MONEY MORTGAGE.

The estate and interest of mortgagor in the above-described real property was vested in mortgagor pursuant to Section 689.071, Florida Statutes, in and by virtue of that certain General Warranty Deed dated December 1, 1987 and recorded under Clerk's file number \_\_\_\_\_, Public Records of Lake County, Florida.

Received \$ 324.00 in payment of the tax due on  
this document for the amount of  
of \$ 324.00 as shown by the No. 87 54260  
JAMES U. WAYNE, County Clerk  
Lake County, Florida



Return to:  
DEAN, MEAD, EGERTON, BLOODWORTH,  
CAPOVANO & BUZARTH, P.A.  
ATTORNEYS AND COUNSELORS AT LAW  
P. O. BOX 1348  
ORLANDO, FLORIDA 32802

Dec 1 12 48 PM '87

To Have and to Hold the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple

And the mortgagee covenants with the mortgagor that the mortgagor is indefeasibly seized of said land in fee simple, that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagee will make such further assurances to perfect the fee simple title to said land in the mortgagor as may reasonably be required, that the mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whatsoever; and that said land is free and clear of all encumbrances and estates, except the lien-for taxes accruing subsequent to December 31, 1987 and an estate for years terminating at midnight on December 31, 2003.

LINER 0944 PAGE 0333

PROVIDED ALWAYS, that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified, to-wit:

MORTGAGE NOTES

BANK OF AMERICA

\$ 162,000.00

Orlando, Florida  
December 1, 1987

FOR VALUE RECEIVED, the undersigned, (lender), hereby, (lender), provides to payee

ELAC, INC., a New York corporation

in order, in the manner hereinafter specified,

the principal sum of One Hundred Sixty-Two Thousand and no/100 DOLLARS (\$162,000.00) with interest from date of the date of " " per cent. per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in level payments of the United States of America as or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

Interest shall accrue on the unpaid principal balance at the rate of 12% per annum or such greater rate as may be required to comply with applicable federal statutes regarding "imputed interest", "economic accrual of interest" and any other such requirements (the so-called "Applicable Federal Rate").

Interest accrued through and including April 30 of each year shall be paid to the holder of this note not later than June 1 of such year or, failing that, all interest accrued through and including April 30 of such year shall be added to the unpaid principal balance due hereunder. Notwithstanding the provisions of the foregoing sentence, commencing with interest which accrues for the year ending April 30, 1993, accrued interest shall be due and payable annually not later than June 1 of each such year and shall not be added to the unpaid principal balance, and failure to timely pay any such annual installment of accrued interest shall constitute a default hereunder.

The unpaid principal balance together with all accrued and unpaid interest shall be due and payable in full without notice or demand on January 31, 2003.

This note with interest is secured by a mortgage on real estate, of even date herewith, made by the maker hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage, or in the performance of any of the covenants mentioned herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof become due and payable without notice, the term of the maturity of the note; and said principal sum and accrued interest shall bear interest from such time until paid at the highest rate allowed under the laws of the State of Florida. Failure to correct this default shall not constitute a waiver of the right to foreclose the same in the event of any subsequent default.

Each person shall have whether under or without, hereby unless government, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether such be brought or not, if after maturity of this note or default hereunder, or under said mortgage, demand shall be employed to collect this note or to protect the security of said mortgage.

Whomever and herein the terms "holder", "maker" and "payee" shall be construed by the parties or shall in the event may require or admit. No personal liability shall be asserted or be enforceable against the maker of this note or any person interested hereof or otherwise in the property given to secure payment of the indebtedness evidenced hereby; all such liability, if any, being expressly waived by each payee or holder hereof, and each payee and subsequent holder of this instrument accepts the same upon said condition. In case of default under this note, the sole remedy of the holder hereof shall be the foreclosure of the mortgage given to secure the indebtedness evidenced by this note in accordance with the terms and provisions of said mortgage and the laws of the State of Florida. The payee and any holder of this instrument shall have no personal recourse against any trustee holding title to the property secured by the mortgage securing this instrument or against the partnership entity which is such trustee or any of its partners, or against any beneficiary of any trust, for the payment of the indebtedness evidenced by this note. This is in all respects a non-recourse note, and notwithstanding anything to the contrary herein or in any other document made, executed or delivered in connection with the loan evidenced hereby, in the event of default, the sole remedy of any holder of this instrument shall be to look to the collateral which secures this instrument and no deficiency or money judgment, whether for principal, interest, costs or attorneys' fees, shall be entered.

Maker's Address

2010 59th Street West  
Suite 2600  
Bradenton, Florida 33529

THE LASALLE GROUP, a New York general  
partnership, as Trustee under that certain  
Land Trust Agreement (C-2) dated September 1,  
1987

By: Joseph A. DiStasio  
Joseph A. DiStasio, General Partner

and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than the full insurable value thereof in a company or companies acceptable to the mortgagee, the policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiting or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If any sum of money herein referred to be not promptly paid within thirty (30) days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

In Witness Whereof, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

*[Handwritten signatures]*

THE LASALLE GROUP, a New York general partnership, as Trustee aforesaid

By: *[Signature]* Joseph M. Dimino, General Partner

STATE OF FLORIDA, COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an

officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared

JOSEPH M. DIMINO, general partner of THE LASALLE GROUP, a New York general partnership

to be known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as such general partner on behalf of said general partnership, as such Trustee.

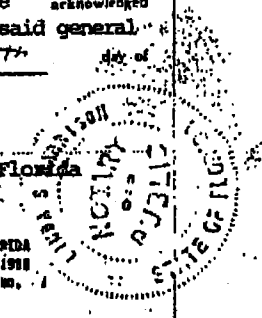
WITNESS my hand and official seal in the County and State last aforesaid this 30th day of November

A. D. 19 87.

*[Signature]* Notary Public - State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA BY COMMISSION EXP. DEC 15, 1988 BONDED THRU GENERAL INS. UND.



This instrument prepared by: Stephen J. Bozarth, Esquire Address Post Office Box 2346, Orlando, Florida 32802

## EXHIBIT "A"

GOVERNMENT LOTS 5 AND 6, IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THAT PART DESCRIBED AS FOLLOWS: START AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 36; RUN THENCE NORTH 89° 17' 20" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, 146.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 08° 42' 10" EAST, 636.35 FEET; THENCE NORTH 89° 57' 20" EAST, 421.77 FEET; THENCE NORTH 89° 10' 40" EAST, 179.74 FEET; THENCE NORTH 88° 40' 20" EAST, 224.98 FEET; THENCE SOUTH 89° 10' 40" EAST, 293.40 FEET; THENCE SOUTH 85° 08' 00" EAST, 270 FEET, MORE OR LESS, TO THE WATERS OF LITTLE LAKE HARRIS; THENCE SOUTHERLY ALONG SAID WATERS OF LITTLE LAKE HARRIS TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 89° 17' 20" WEST, 1310.00 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS.

THE ABOVE-DESCRIBED REAL PROPERTY BEING ALSO DESCRIBED AS PARCEL 1 AND PARCEL 2 BELOW:

That part of Government Lots 5 and 6 in Section 36, Township 20 South, Range 25 East, in Lake County, Florida, described as follows: Begin at the South 1/4 corner of Section 36, Township 20 South, Range 25 East, being established for the purpose of this description as being North 89°46' East 2617.8 feet from the Southwest corner of said Section 36, and also being North 89°17'20" East 38.47 feet from the North 1/4 corner of Section 1, Township 21 South, Range 25 East; run thence North 0°13'20" West parallel to the West line of said Section 36, a distance of 2150 feet; thence North 67°57' East 394.22 feet; thence South 75°41' East 272.13 feet; thence North 24°41'30" East 67.56 feet; thence North 63°12'30" West 207.1 feet; thence North 24°43'30" East 199 feet; thence South 66°03'30" East 114.17 feet; thence North 83°03' East 390.2 feet; thence South 63°29' East 169.1 feet; thence South 21°22' West 199.2 feet; thence South 43°24' West 195.3 feet; thence South 21°05' East 77.25 feet; thence South 40°48' East 377 feet; thence East 20 feet, more or less, to the high water mark of Lake Harris; said point being hereby designated as Point "A". Begin again at the Point of Beginning and run thence North 89°17'20" East 146 feet, run thence North 08°42'20" East 636.35 feet; thence North 89°57'20" East 421.77 feet; thence North 83°58'40" East 179.74 feet; thence North 88°40'20" East 224.98 feet; thence South 89°10'40" East 293.40 feet; thence South 85°08'00" East 270 feet, more or less, to the high water mark of Lake Harris; thence Northerly along and with the high water mark of Lake Harris to the above designated Point "A".

Government Lots 5 and 6, Section 36, Township 20 South, Range 25 East, Lake County, Florida, LESS: Begin at the South 1/4 corner of Section 36, Township 20 South, Range 25 East, being established for the purpose of this description as being North 89°46' East 2617.8 feet from the Southwest corner of said Section 36, and also being North 89°17'20" East 38.47 feet from the North 1/4 corner of Section 1, Township 21 South, Range 25 East, run thence North 0°13'20" West parallel to the West line of said Section 36 a distance of 2150 feet, thence North 67°57' East 394.22 feet, thence South 75°41' East 272.13 feet, thence North 24°41'30" East 67.56 feet, thence North 63°12'30" West 207.1 feet, thence North 24°43'30" East 199 feet, thence South 66°03'30" East 114.17 feet, thence North 83°03' East 390.2 feet, thence South 63°29' East 169.1 feet, thence South 21°22' West 199.2 feet, thence South 43°24' West 195.3 feet, thence South 21°05' East 77.25 feet, thence South 40°48' East 377 feet, thence East 20 feet, more or less, to the shore of Lake Harris, thence Southeasterly, South and Southwesterly along the shore of said Lake Harris to the South boundary of said Section 36, thence South 89°17'20" West 1456.2 feet, more or less, to the Point of Beginning.

90 2922

BOOK 1042 PAGE 0211

REC 55.00  
DOC 34.00  
INT 72.00  
TF 4.50

# This Mortgage Deed

Executed as of the 16th day of January A. D. 1990 by  
THE LASALLE GROUP, a New York general partnership, as Trustee under the provisions  
of a certain Land Trust Agreement (C-2) dated September 1, 1987

hereinafter called the mortgagor, to TLSG, INC.

a corporation existing under the laws of the State of New York, with its permanent postoffice  
address at 352 Franklin Street, Buffalo, New York 14202  
hereinafter called the mortgagee:

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs,  
legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "here"  
includes all the notes herein described, if more than one.)

**Witnesseth,** that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, alien, remises, conveys and confirms unto the mortgagee all right, title and interest of mortgagor in and to the following described real property located in Lake County, Florida, said right, title and interest being as follows:

A vested remainder fee simple interest and estate, with the right to possession on and after January 1, 2004, in and to the following described real property:

See Exhibit "A", attached hereto and made a part hereof.

The estate and interest of mortgagor in the above-described real property was vested in mortgagor pursuant to Section 689.071, Florida Statutes, in and by virtue of that certain General Warranty Deed dated December 1, 1987 and recorded under Clerk's file number 87 54258. Public Records of Lake County, Florida.

Received \$ 72.00 in payment of Taxes Due on  
Class "DC" Intangible Personal Property pursuant to Laws  
of Florida as shown by file No. 901922  
JAMES C. WATKINS Clerk of Circuit Court  
Lake County, Florida

*James C. Watkins*  
Clerk of Circuit Court  
Lake County, Florida

JAN 18 12 58 PM '90

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
DEPT. OF REVENUE  
JAN 18 1990  
54.00



To Have and to Hold the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

And the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances and estates, except the lien for taxes accruing subsequent to December 31, 1989 and an estate for years terminating at midnight on December 31, 2003.

PROVIDED, ALWAYS, that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified, to wit:

1 36,000.00 Orlando, Fla.  
January 16, 1990  
FOR FULL RECEIPT, the undersigned, jointly and severally, in full and true payment to pay to THE LARALLE GROUP, a New York corporation

in order, in the amount hereinafter specified, the principal sum of Thirty-Six Thousand and no/100ths (36,000.00) (36,000.00) with interest from date of the issue of this note on the balance from time to time remaining unpaid and the principal and interest shall be payable by legal tender of the United States of America as or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

"Interest shall accrue on the unpaid principal balance at the rate of 12% per annum or such greater rate as may be required to comply with applicable federal statutes regarding 'imputed interest', 'economic accrual of interest' and any other such requirements (the so-called 'Applicable Federal Rate').

Interest accrued through and including April 30 of each year shall be paid to the holder of this note not later than June 1 of each year or, failing that, all interest accrued through and including April 30 of each year shall be added to the unpaid principal balance due hereunder. Notwithstanding the provisions of the foregoing sentence, commencing with interest which accrues for the year ending April 30, 1993, accrued interest shall be due and payable annually not later than June 1 of each such year and shall not be added to the unpaid principal balance, and failure to timely pay any such annual installment of accrued interest shall constitute a default hereunder.

The unpaid principal balance together with all accrued and unpaid interest shall be due and payable in full without notice or demand on January 31, 2003.

This note and interest is secured by a mortgage on real estate, of record date hereunto made by the maker hereof to favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage, then the maker hereof and the holder of this note shall be deemed to have agreed that the holder of this note and the holder of this mortgage shall have the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or co-maker, jointly and severally, jointly and severally, jointly and severalty, or jointly and severally, shall be deemed to have agreed that the holder of this note and the holder of this mortgage shall have the right to exercise the same in the event of any subsequent default.

Whichever party holds the term "maker", "holder" and "payee" shall be deemed to be the holder of this note and the holder of this mortgage. No personal liability shall be asserted or be enforceable against the maker of this note or any person interested beneficially or otherwise in the property given to secure payment of the indebtedness evidenced hereby; all such liability, if any, being expressly waived by each payee or holder hereof; and each payee and subsequent holder of this instrument accepts the same upon said condition. In case of default under this note, the sole remedy of the holder hereof shall be the foreclosure of the mortgage given to secure the indebtedness evidenced by this note in accordance with the terms and provisions of said mortgage and the laws of the State of Florida. The payee and any holder of this instrument shall have no personal recourse against any trustee holding title to the property mortgaged by the mortgage securing this instrument or against the partnership entity which is such trustee or any of its partners, or against any beneficiary of any trust, for the payment of the indebtedness evidenced by this note. This is in all respects a non-recourse note, and notwithstanding anything to the contrary herein or in any other document made, executed or delivered in connection with the loan evidenced hereby, in the event of default, the sole remedy of any holder of this instrument shall be to look to the collateral which secures this instrument and no deficiency or money judgment, whether for principal, interest, costs or attorneys' fees, shall be entered.

Maker's Address  
2010 59th Street West  
Suite 2680  
Bradenton, Florida 33528

THE LARALLE GROUP, a New York general partnership, as Trustee under that certain Land Trust Agreement (C-2) dated September 2, 1987

By:   
Joseph H. Marino, General Partner

and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than the full insurable value thereof

in a company or companies acceptable to the mortgagee, the policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If any sum of money herein referred to be not promptly paid within thirty (30) days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

In Witness Whereof, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

THE LASALLE GROUP, a New York  
general partnership, as Trustee U.S.  
aforesaid U.S.  
By: *Joseph M. Dimino* U.S.  
Joseph M. Dimino, General Partner U.S.

STATE OF FLORIDA,  
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an

officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOSEPH M. DIMINO, general partner of THE LASALLE GROUP, a New York general partnership, as Trustee aforesaid

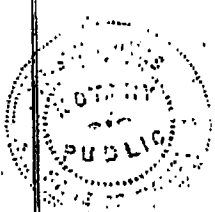
to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as such general partner on behalf of said general partnership.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of January, A. D. 19 90.

*Virginia Ryan*  
Notary Public - State of Florida

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires June 23, 1992



This instrument prepared by: *(P)* Stephen J. Bozarth, Esquire  
Post Office Box 2346, Orlando, Florida 32802  
Address

EXHIBIT "A"

The real property described in Exhibit "A-1", attached hereto and made a part hereof, less and except therefrom the real property described in Exhibit "A-2" and Exhibit "A-3", attached hereto and made a part hereof.

GOVERNMENT LOTS 5 AND 6, IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. LESS THAT PART DESCRIBED AS FOLLOWS: START AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 36; RUN THENCE NORTH 89° 17' 20" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, 146.00 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 08° 42' 20" EAST, 536.35 FEET; THENCE NORTH 89° 57' 20" EAST, 421.77 FEET; THENCE NORTH 89° 58' 40" EAST, 179.74 FEET; THENCE NORTH 88° 40' 20" EAST, 224.98 FEET; THENCE SOUTH 89° 10' 40" EAST, 293.40 FEET; THENCE SOUTH 85° 08' 00" EAST, 270 FEET, MORE OR LESS, TO THE WATERS OF LITTLE LAKE HARRIS; THENCE SOUTHERLY ALONG SAID WATERS OF LITTLE LAKE HARRIS TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 89° 17' 20" WEST, 1310.00 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS.

THE ABOVE-DESCRIBED REAL PROPERTY BEING ALSO DESCRIBED AS PARCEL 1 AND PARCEL 2 BELOW:

PARCEL 1

That part of Government Lots 5 and 6 in Section 36, Township 20 South, Range 25 East, in Lake County, Florida, described as follows: Begin at the South 1/4 corner of Section 36, Township 20 South, Range 25 East, being established for the purpose of this description as being North 89°46' East 2617.8 feet from the Southwest corner of said Section 36, and also being North 89°17'20" East 38.47 feet from the North 1/4 corner of Section 1, Township 21 South, Range 25 East; run thence North 0°13'20" West parallel to the West line of said Section 36, a distance of 2150 feet; thence North 67°57' East 394.22 feet; thence South 75°41' East 272.13 feet; thence North 24°41'30" East 67.56 feet; thence North 63°12'30" West 207.1 feet; thence North 24°43'30" East 199 feet; thence South 66°03'30" East 114.17 feet; thence North 83°03' East 390.2 feet; thence South 63°29' East 169.1 feet; thence South 21°22' West 199.2 feet; thence South 83°24' West 195.3 feet; thence South 21°05' East 77.25 feet; thence South 40°48' East 377 feet; thence East 20 feet, more or less, to the high water mark of Lake Harris; said point being hereby designated as Point "A". Begin again at the Point of Beginning and run thence North 89°17'20" East 146 feet, run thence North 08°42'20" East 536.35 feet; thence North 89°57'20" East 421.77 feet; thence North 89°58'40" East 179.74 feet; thence North 88°40'20" East 224.98 feet; thence South 89°10'40" East 293.40 feet; thence South 85°08'00" East 270 feet, more or less, to the high water mark of Lake Harris; thence Northerly along and with the high water mark of Lake Harris to the above designated Point "A".

PARCEL 2

Government Lots 5 and 6, Section 36, Township 20 South, Range 25 East, Lake County, Florida, LESS: Begin at the South 1/4 corner of Section 36, Township 20 South, Range 25 East, being established for the purpose of this description as being North 89°46' East 2617.8 feet from the Southwest corner of said Section 36, and also being North 89°17'20" East 38.47 feet from the North 1/4 corner of Section 1, Township 21 South, Range 25 East, run thence North 0°13'20" West parallel to the West line of said Section 36 a distance of 2150 feet, thence North 67°57' East 394.22 feet, thence South 75°41' East 272.13 feet, thence North 24°41'30" East 67.56 feet, thence North 63°12'30" West 207.1 feet, thence North 24°43'30" East 199 feet, thence South 66°03'30" East 114.17 feet, thence North 83°03' East 390.2 feet, thence South 63°29' East 169.1 feet, thence South 21°22' West 199.2 feet, thence South 83°24' West 195.3 feet, thence South 21°05' East 77.25 feet, thence South 40°48' East 377 feet, thence East 20 feet, more or less, to the shore of Lake Harris, thence Southeasterly, South and Southwesterly along the shore of said Lake Harris to the South boundary of said Section 36, thence South 89°17'20" West 1456.2 feet, more or less, to the Point of Beginning.

MEMO: Legibility of writing,  
typing or printing unsatisfactory in  
this document when microfilmed.

## EXHIBIT "A-2"

That part of Government Lot 6 in Section 36, Township 20 South, Range 25 East, in Lake County, Florida, described as follows:

Commence at the South 1/4 corner of Section 36, Township 20 South, Range 25 East, being established for purposes of this description as being North 89°45'00" East 2617.8 feet from the Southwest corner of said Section 36, and also being North 89°17'20" East 38.47 feet from the North 1/4 corner of Section 1, Township 21 South, Range 25 East; thence run North 0°13'20" West parallel to the West line of said Section 36, a distance of 66 feet to a point which is the POINT OF BEGINNING; thence run North 90°13'20" East a distance of 153 feet; thence run North 08°42'20" East a distance of 570 feet; thence run North 89°57'20" East a distance of 330.56 feet; thence run North 00°13'20" West parallel to the West line of said Section 36 a distance of 568.56 feet; thence run South 89°57'20" West a distance of 568.56 feet to the Westerly boundary of the real property described in that certain General Warranty Deed to Trustee recorded December 4, 1987 in O. R. Book 944, Page 314, Public Records of Lake County, Florida; thence run Southwesterly along and with the Westerly boundary of the real property described in the above-mentioned General Warranty Deed to Trustee a distance of 1137 feet, more or less, to the POINT OF BEGINNING (containing 10.00 acres, more or less).

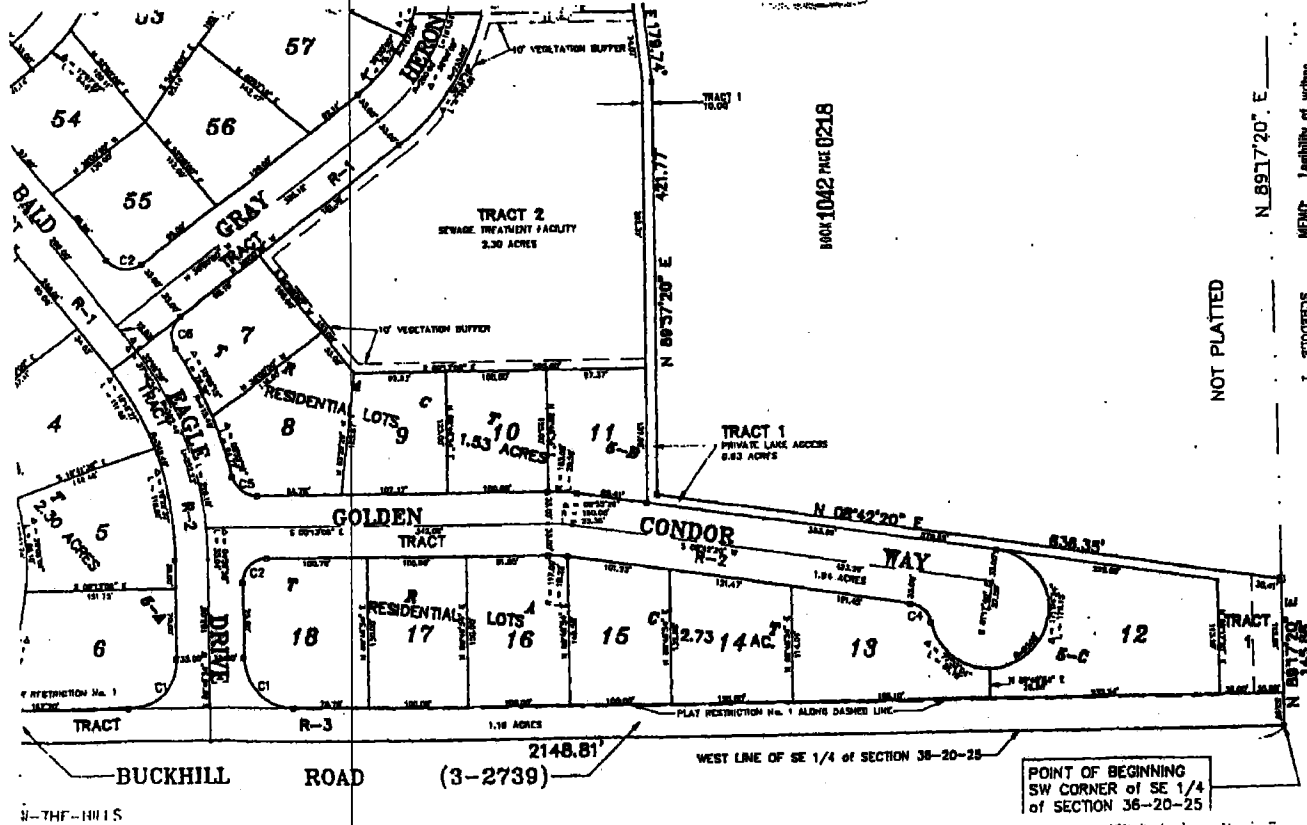
A parcel of land lying in the Southeast Quarter (1/4) of Section 36, Township 20 South, Range 25 East, Lake County, Florida and being more particularly described as follows:

Commence at the Southwest corner of the Southeast Quarter (1/4) of said Section 36; thence run North  $89^{\circ}17'20''$  East, along the South line of the said Southeast Quarter (1/4) of Section 36, a distance of 33.00 feet; thence run Northwesterly parallel with the West line of the said Southeast Quarter (1/4) of Section 36, a distance of 66.00 feet; thence run North  $89^{\circ}17'20''$  East, parallel with the said South line of the Southeast Quarter (1/4) a distance of 113.10 feet; thence run North  $08^{\circ}42'20''$  East, a distance of 649.10 feet to the beginning of a curve, concave to the West, having a radius of 183.00 feet and a central angle of  $08^{\circ}55'26''$ ; thence run Northerly along the arc of said curve to the left, a distance of 28.50 feet to the curve's end and to the POINT OF BEGINNING of the following described parcel:

From the POINT OF BEGINNING, run North  $00^{\circ}13'06''$  West a distance of 292.13 feet to the beginning of a curve concave to the Southeast, having a radius of 25.00 feet and a central angle of  $78^{\circ}04'39''$ ; thence run Northerly, Northeasterly and Easterly along the arc of said curve to the right a distance of 34.07 feet to the point of reverse curvature of a curve concave to the North, having a radius of 415.49 feet and a central angle of  $19^{\circ}52'11''$ ; thence run Easterly and Northeasterly along the arc of said curve to the left a distance of 144.09 feet to the point of reverse curvature of a curve concave to the South, having a radius of 25.00 feet and a central angle of  $84^{\circ}00'09''$ ; thence run along the arc of said curve to the right a distance of 36.65 feet to the curve's end; thence run South  $38^{\circ}00'29''$  East, a distance of 98.19 feet; thence run South  $52^{\circ}00'00''$  West, a distance of 153.08 feet; thence run South  $00^{\circ}13'06''$  East, a distance of 192.63 feet; thence run South  $89^{\circ}46'54''$  West, a distance of 125.00, more or less, to the POINT OF BEGINNING.

(The above-described real property being depicted in Schedule "1", attached hereto and made a part hereof, as Lots 7, 8, 9 and 10).

F:\re\sjb\07868gbr.29a



NOT PLATTED

N 89°17'20" E

NOTE: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed

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Description: Lake, FL Document - Book Page 1042.211 Page: 8 of 8  
Order: 55 Comment:

3-THF-HH15

2148.81'

WEST LINE OF SE 1/4 of SECTION 36-20-25

POINT OF BEGINNING  
SW CORNER of SE 1/4  
of SECTION 36-20-25

90 2923

BOOK 1042 PAGE 0219

# This Mortgage Deed

REC 33.00  
DOC 246.00  
INT 328.00  
TF 4.50

Executed as of the 16th day of January A. D. 1990 by  
THE LASALLE GROUP, a New York general partnership, as Trustee under the provisions  
of a certain Land Trust Agreement (C-1) dated September 1, 1987

hereinafter called the mortgagor, to TLSG, INC.

a corporation existing under the laws of the State of New York with its permanent postoffice  
address at 352 Franklin Street, Buffalo, New York 14202  
hereinafter called the mortgagee:

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs,  
legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "sole"  
includes all the notes herein described if more than one.)

**Witnesseth**, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all right, title, and interest of mortgagor in and to the following described real property located in Lake County, Florida, said right, title and interest being as follows:

An estate for years commencing on December 1, 1987 and terminating at midnight December 31, 2003, in and to the following described real property:

See Exhibit "A", attached hereto and made a part hereof.

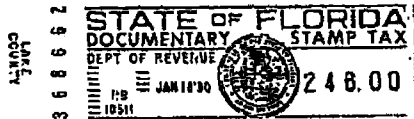
The estate and interest of mortgagor in the above-described real property was vested in mortgagor pursuant to Section 689.071, Florida Statutes, in and by virtue of that certain General Warranty Deed dated December 1, 1987 and recorded under Clerk's file number 87 54255, Public Records of Lake County, Florida.

Received \$ 328.00 in payment of Taxes Due on,  
Class MCP Intangible Personal Property pursuant to Laws  
of Florida as shown by file No. 902923

JAMES C. WATKINS Clerk of Circuit Court  
Lake County, Florida

RECORDED  
INDEXED  
JAN 18 1990  
CLERK OF CIRCUIT COURT  
LAKE COUNTY, FLORIDA

JAN 18 12 58 PM '90





To Have and to Hold the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

And the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid, that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgage as may reasonably be required; that the mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except taxes accruing subsequent to December 31, 1989.

PROVIDED, ALWAYS, that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified, to-wit:

NOTE

NOTE

Ocala, Fla.  
January 14, 1990

\$ 161,000.00

YOUR VAULT RECEIVED, my undivided, joint and several, if ever does not promise to pay to TILCO, INC., a New York corporation, in order, in the amount hereinafter specified, the principal sum of One Hundred Sixty-Four Thousand and no/100 DOLLARS (\$ 161,000.00) with interest from date at the rate of % per year on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America as at each place as may hereafter be designated by written notice from the holder to the maker hereof, on the days and in the manner following:

Interest shall accrue on the unpaid principal balance at the rate of 11% per annum or such greater rate as may be required to comply with applicable federal statutes regarding "imputed interest", "economic accrual of interest" and any other such requirements (the so-called "Applicable Federal Rate").

Interest accrued through and including April 30 of each year shall be paid to the holder of this note not later than June 1 of each year or, failing that, all interest accrued through and including April 30 of such year shall be added to the unpaid principal balance due hereunder. Notwithstanding the provisions of the foregoing sentence, commencing with interest which accrues for the year ending April 30, 1992, accrued interest shall be due and payable annually not later than June 1 of each such year and shall not be added to the unpaid principal balance, and failure to timely pay any such annual installment of accrued interest shall constitute a default hereunder.

The unpaid principal balance together with all accrued and unpaid interest shall be due and payable in full without notice or demand on January 31, 1993.

This note with interest is secured by a mortgage on real estate, of parts hereof, made by the maker hereof in favor of the payee, and shall be assigned and interest accruing to the favor of the payee of Florida.

If default be made in the payment of any of the sums or interest specified herein or in said mortgage, or in the performance of any of the covenants contained herein or in said mortgage, then the holder hereof shall be deemed to have elected the option of the holder hereof to cause the sale and delivery without notice, that half of the amount and said principal sum and unpaid interest shall both bear interest from said date until paid, at the highest rate allowable under the laws of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Both parties shall, jointly and severally, execute, acknowledge, record, deliver, execute and agree to pay all costs, including a reasonable attorney's fee, whether such be brought or not, if any recovery of this note or default hereunder, or under said mortgage, cannot shall be employed to collect this note or to prevent the recovery of said mortgage.

Whenever and hence the words "holder", "maker" and "payee" shall be construed in the singular or plural in the context may require or admit. No personal liability shall be asserted or be enforceable against the maker of this note or any person interested beneficially or otherwise in the property given to secure payment of the indebtedness evidenced hereby; all such liability, if any, being expressly waived by each payee or holder hereof, and each payee and subsequent holder of this instrument accepts the same upon said condition. In case of default under this note, the sole remedy of the holder hereof shall be the foreclosure of the mortgage given to secure the indebtedness evidenced by this note in accordance with the terms and provisions of said mortgage and the laws of the State of Florida. The payee and any holder of this instrument shall have no personal recourse against any trustee holding title to the property encumbered by the mortgage securing this instrument or against the partnership entity which is such trustee or any of its partners, or against any beneficiary of any trust, for the payment of the indebtedness evidenced by this note. This is in all respects a non-recourse note, and notwithstanding anything to the contrary herein or in any other document made, executed or delivered in connection with the loan evidenced hereby, in the event of default, the sole remedy of any holder of this instrument shall be to look to the collateral which secures this instrument and no deficiency or money judgment, whether for principal, interest, costs or attorneys' fees, shall be entered.

Maker's Address:  
2010 39th Street West  
Suite 2600  
Bradenton, Florida 33528

THE LISALLE GROUP, a New York general partnership, as Trustee under the certain Loan Trust Agreement (0-1) dated September 1, 1987

By: [Signature]  
Joseph M. DiStasio, General Partner

and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than the full insurable value thereof in a company or companies acceptable to the mortgagee, the policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiting or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If any sum of money herein referred to be not promptly paid within thirty (30) days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

In Witness Whereof, the said mortgagor has herein signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

THE LASALLE GROUP, a New York general partnership, as Trustee aforesaid

By: Joseph M. Dimino, General Partner

STATE OF FLORIDA, COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an

officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOSEPH M. DIMINO, general partner of THE LASALLE GROUP, a New York general partnership, as Trustee aforesaid

to my known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as such general partner on behalf of said general partnership.

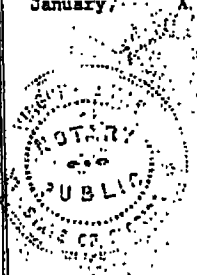
WITNESS my hand and official seal in the County and State last aforesaid this 17th day of

January, A. D. 19 90.

Notary Public - State of Florida

My Commission Expires:

Notary Public, State of Florida at Large My Commission Expires June 23, 1992



This instrument prepared by: Stephen J. Bozarth, Esquire Post Office Box 2346, Orlando, Florida 32802

EXHIBIT "A"

The real property described in Exhibit "A-1", attached hereto and made a part hereof, less and except therefrom the real property described in Exhibit "A-2" and Exhibit "A-3", attached hereto and made a part hereof.

## EXHIBIT "A-1"

GOVERNMENT LOTS 5 AND 6, IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THAT PART DESCRIBED AS FOLLOWS: START AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 36; RUN THENCE NORTH 89° 17' 20" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, 146.00 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 84° 42' 20" EAST, 636.38 FEET; THENCE NORTH 89° 57' 20" EAST, 621.77 FEET; THENCE NORTH 83° 58' 40" EAST, 179.74 FEET; THENCE NORTH 88° 40' 20" EAST, 224.94 FEET; THENCE SOUTH 89° 10' 40" EAST, 293.40 FEET; THENCE SOUTH 85° 08' 00" EAST, 270 FEET, MORE OR LESS, TO THE WATERS OF LITTLE LAKE HARRIS; THENCE SOUTHERLY ALONG SAID WATERS OF LITTLE LAKE HARRIS TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 89° 17' 20" WEST, 1310.00 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS.

THE ABOVE-DESCRIBED REAL PROPERTY BEING ALSO DESCRIBED AS PARCEL 1 AND PARCEL 2 BELOW:

PARCEL 1

That part of Government Lots 5 and 6 in Section 36, Township 20 South, Range 25 East, in Lake County, Florida, described as follows: Begin at the South 1/4 corner of Section 36, Township 20 South, Range 25 East, being established for the purpose of this description as being North 89°45' East 2617.8 feet from the Southwest corner of said Section 36, and also being North 89°17'20" East 38.47 feet from the North 1/4 corner of Section 1, Township 21 South, Range 25 East; run thence North 0°13'25" West parallel to the West line of said Section 36, a distance of 2150 feet; thence North 67°57' East 394.22 feet; thence South 75°41' East 272.13 feet; thence North 24°41'30" East 67.56 feet; thence North 63°12'30" West 207.1 feet; thence North 24°43'30" East 199 feet; thence South 66°03'30" East 114.17 feet; thence North 83°03' East 390.2 feet; thence South 63°29' East 169.1 feet; thence South 21°22' West 199.2 feet; thence South 43°24' West 195.3 feet; thence South 21°05' East 77.25 feet; thence South 40°48' East 377 feet; thence East 20 feet, more or less, to the high water mark of Lake Harris; said point being hereby designated as Point "A". Begin again at the Point of Beginning and run thence North 89°17'20" East 146 feet, run thence North 08°42'20" East 636.35 feet; thence North 89°57'20" East 421.77 feet; thence North 83°58'40" East 179.74 feet; thence North 88°40'20" East 224.98 feet; thence South 89°10'40" East 293.40 feet; thence South 85°08'00" East 270 feet, more or less, to the high water mark of Lake Harris; thence Northerly along and with the high water mark of Lake Harris to the above designated Point "A".

PARCEL 2

Government Lots 5 and 6, Section 36, Township 20 South, Range 25 East, Lake County, Florida, LESS: Begin at the South 1/4 corner of Section 36, Township 20 South, Range 25 East, being established for the purpose of this description as being North 89°45' East 2617.8 feet from the Southwest corner of said Section 36, and also being North 89°17'20" East 38.47 feet from the North 1/4 corner of Section 1, Township 21 South, Range 25 East, run thence North 0°13'25" West parallel to the West line of said Section 36 a distance of 2150 feet, thence North 67°57' East 394.22 feet, thence South 75°41' East 272.13 feet, thence North 24°41'30" East 67.56 feet, thence North 63°12'30" West 207.1 feet, thence North 24°43'30" East 199 feet, thence South 66°03'30" East 114.17 feet, thence North 83°03' East 390.2 feet, thence South 63°29' East 169.1 feet, thence South 21°22' West 199.2 feet, thence South 43°24' West 195.3 feet, thence South 21°05' East 77.25 feet, thence South 40°48' East 377 feet, thence East 20 feet, more or less, to the shore of Lake Harris, thence Southeasterly, South and Southwesterly along the shore of said Lake Harris to the South boundary of said Section 36, thence South 89°17'20" West 1456.2 feet, more or less, to the Point of Beginning.

MEMO: Legibility of writing,  
typing or printing unsatisfactory in  
this document when microfilmed.

## EXHIBIT "A-2"

That part of Government Lot 6 in Section 36, Township 20 South, Range 25 East, in Lake County, Florida, described as follows:

Commence at the South 1/4 corner of Section 36, Township 20 South, Range 25 East, being established for purposes of this description as being North 89°46'00" East 2517.8 feet from the Southwest corner of said Section 36, and also being North 89°17'20" East 38.47 feet from the North 1/4 corner of Section 1, Township 21 South, Range 25 East; thence run North 0°13'20" West parallel to the West line of said Section 36, a distance of 66 feet to a point which is the POINT OF BEGINNING; thence run North 90°13'20" East a distance of 153 feet; thence run North 08°42'20" East a distance of 570 feet; thence run North 89°57'20" East a distance of 330.56 feet; thence run North 00°13'20" West parallel to the West line of said Section 36 a distance of 568.56 feet; thence run South 89°57'20" West a distance of 568.56 feet to the Westerly boundary of the real property described in that certain General Warranty Deed to Trustee recorded December 4, 1987 in O. R. Book 944, Page 314, Public Records of Lake County, Florida; thence run Southwesterly along and with the Westerly boundary of the real property described in the above-mentioned General Warranty Deed to Trustee a distance of 1137 feet, more or less, to the POINT OF BEGINNING (containing 10.00 acres, more or less).

## EXHIBIT "A-3"

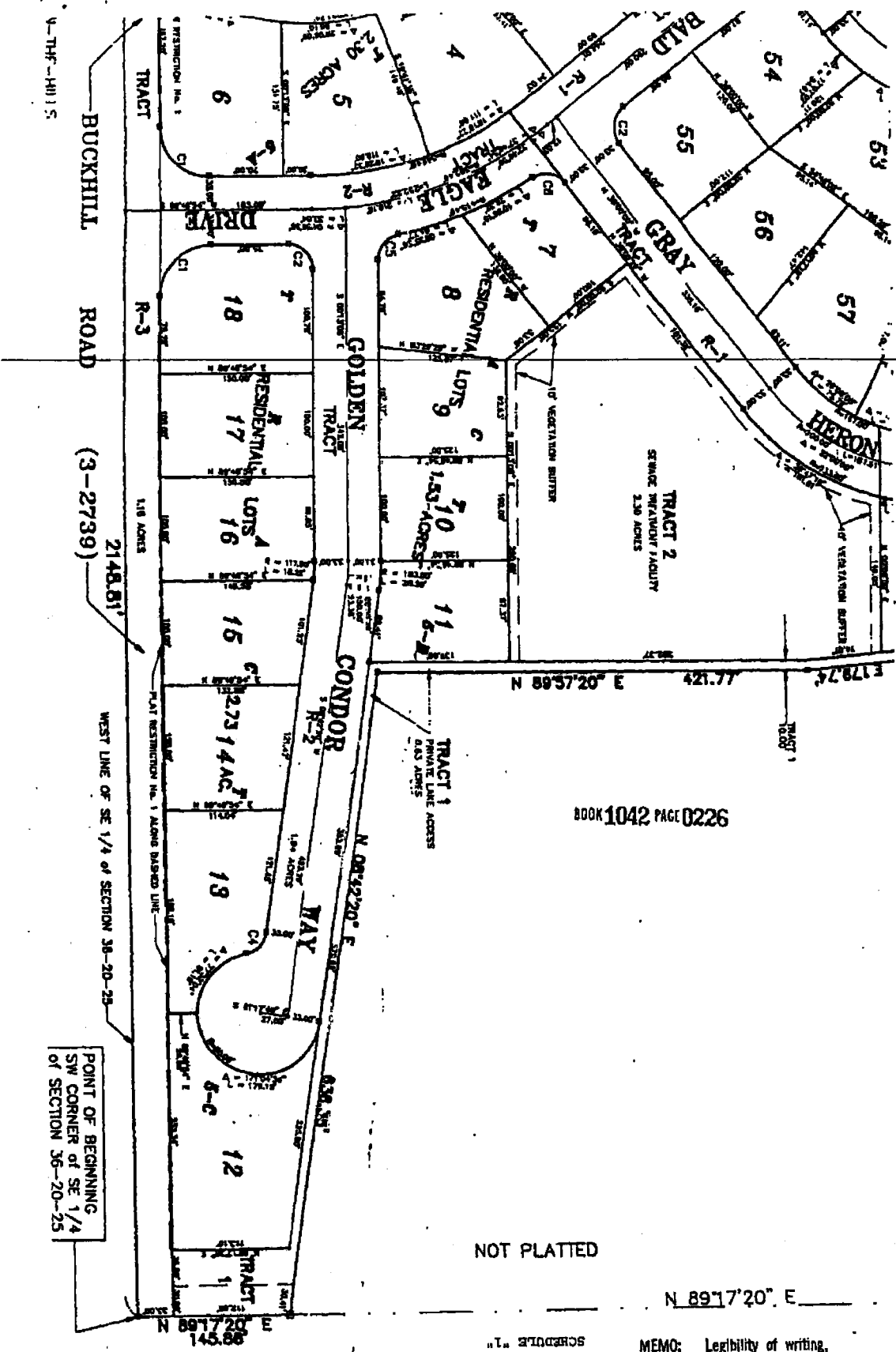
A parcel of land lying in the Southeast Quarter (1/4) of Section 36, Township 20 South, Range 25 East, Lake County, Florida and being more particularly described as follows:

Commence at the Southwest corner of the Southeast Quarter (1/4) of said Section 36; thence run North 89°17'20" East, along the South line of the said Southeast Quarter (1/4) of Section 36, a distance of 33.00 feet; thence run Northwesterly parallel with the West line of the said Southeast Quarter (1/4) of Section 36, a distance of 66.00 feet; thence run North 89°17'20" East, parallel with the said South line of the Southeast Quarter (1/4) a distance of 113.10 feet; thence run North 08°42'20" East, a distance of 649.10 feet to the beginning of a curve, concave to the West, having a radius of 183.00 feet and a central angle of 08°55'26"; thence run Northerly along the arc of said curve to the left, a distance of 28.50 feet to the curve's end and to the POINT OF BEGINNING of the following described parcel:

From the POINT OF BEGINNING, run North 00°13'06" West a distance of 292.13 feet to the beginning of a curve concave to the Southeast, having a radius of 25.00 feet and a central angle of 78°04'39"; thence run Northerly, Northeasterly and Easterly along the arc of said curve to the right a distance of 34.07 feet to the point of reverse curvature of a curve concave to the North, having a radius of 415.49 feet and a central angle of 19°52'11"; thence run Easterly and Northeasterly along the arc of said curve to the left a distance of 144.09 feet to the point of reverse curvature of a curve concave to the South, having a radius of 25.00 feet and a central angle of 84°00'09"; thence run along the arc of said curve to the right a distance of 36.65 feet to the curve's end; thence run South 38°00'29" East, a distance of 98.19 feet; thence run South 52°00'00" West, a distance of 153.08 feet; thence run South 00°13'06" East, a distance of 192.63 feet; thence run South 89°46'54" West, a distance of 125.00, more or less, to the POINT OF BEGINNING.

(The above-described real property being depicted in Schedule "1", attached hereto and made a part hereof, as Lots 7, 8, 9 and 10).

F:\re\sjb\07868gbr.29a



BOOK 1042 PAGE 0226

NOT PLATTED

N 89°17'20" E

SCHEDULE "A"

NOT PLATTED

MEMO: Legibility of writing, typing or printing unsatisfactory in this document like mentioned

POINT OF BEGINNING  
SW CORNER of SE 1/4  
of SECTION 36-20-25

REC 17.00  
F 2.00

# Know All Men By These Presents:

That TLSG, INC. 90 35671

BOOK 1068 PAGE 0501

a corporation existing under the laws of the State of New York  
of the first part, in consideration of the sum of Ten Dollars (\$10.00)

party

Dollars.

and other valuable considerations, received from or on behalf of LAWRENCE E. WHITE, as Trustee under Land Trust Agreement LEWLT3 dated January 1, 1988 \*\* party of the second part, at or before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto the said party of the second part a certain mortgage bearing date the 1st day of December A. D. 1987 made by THE LASALLE GROUP, a New York general partnership, as Trustee under the provisions of a certain Land Trust Agreement (C-1) dated September 1, 1987 in favor of TLSG, INC.

and recorded in Official Records Book 944 , page 321 , public records of Lake County, Florida, upon the following described piece or parcel of land, situate and being in said County and State, to-wit:

An estate for years commencing December 1, 1987 and terminating at midnight on December 31, 2003 in and to the real property described in Exhibits "A" and "B", attached hereto and made a part hereof.

\*\* Pursuant to Section 689.071, Florida Statutes, full power and authority is hereby granted to second party to protect, conserve and to sell, and otherwise to manage, dispose of and deal with the mortgage and note hereby assigned, and in the event of foreclosure and acquisition of title to the encumbered property, the power is hereby granted to protect, conserve and to sell, or to lease, or to encumber or otherwise manage and dispose of said property.

\* A portion of the property encumbered by said mortgage being released in and by virtue of that certain Partial Release of Mortgage dated January 17, 1990 and recorded January 18, 1990 in Official Records Book 1042, Page 227, Public Records of Lake

County, Florida. Together with the note or obligation described in said mortgage, and the moneys due and to become due thereon, with interest from the 1st day of December 1987.

**To Have and to Hold** the same unto the said party of the second part, ~~xxx~~ his heirs, legal representatives, successors and assigns forever.

### In Witness Whereof

the party of the first part has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 16th day of July A. D. 1990.

(CORPORATE SEAL)

ATTEST: \_\_\_\_\_ Secretary

TLSG, INC.

Signed, sealed and delivered in the presence of:

*Barbara J. Bearden*  
Barbara J. Bearden

By: *Joseph M. Dimino*  
Joseph M. Dimino President

STATE OF Florida  
COUNTY OF Monroe

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

well known to me to be the President ~~xxx~~ of the corporation named as party of the first part in the foregoing instrument, and that ~~they~~ he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in ~~them~~ him and 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 16th day of July A. D. 1990

*Stephen J. Bozarth*  
This Instrument prepared by: Stephen J. Bozarth, Esq.  
Address Post Office Box 2346  
Orlando, Florida 32802

*Frank R. Harrison*  
Notary Public in State of Fl.  
My Commission Expires: 12-15-1992  
NOTARY PUBLIC STATE OF FLORIDA  
BOZARTH GENERAL INS. LTD.

JUL 23 10 53 AM '90



EXHIBIT "A"

BOOK 1068 PAGE 0502

That part of Government Lot 6 in Section 36, Township 20 South, Range 25 East, in Lake County, Florida, described as follows:

Commence at the South 1/4 corner of Section 36, Township 20 South, Range 25 East, being established for purposes of this description as being North 89°46'00" East 2617.6 feet from the Southwest corner of said Section 36, and also being North 89°17'20" East 38.47 feet from the North 1/4 corner of Section 1, Township 21 South, Range 25 East; thence run North 0°13'20" West parallel to the West line of said Section 36, a distance of 56 feet to a point which is the POINT OF BEGINNING; thence run North 90°13'20" East a distance of 153 feet; thence run North 08°42'20" East a distance of 570 feet; thence run North 89°57'20" East a distance of 330.56 feet; thence run North 00°13'20" West parallel to the West line of said Section 36 a distance of 568.56 feet; thence run South 89°57'20" West a distance of 568.56 feet to the Westerly boundary of the real property described in that certain General Warranty Deed to Trustee recorded December 4, 1987 in O. R. Book 944, Page 314, Public Records of Lake County, Florida; thence run Southwesterly along and with the Westerly boundary of the real property described in the above-mentioned General Warranty Deed to Trustee a distance of 1137 feet, more or less, to the POINT OF BEGINNING (containing 10.00 acres, more or less).

EXHIBIT "B"

BOOK 1068 PAGE 0503

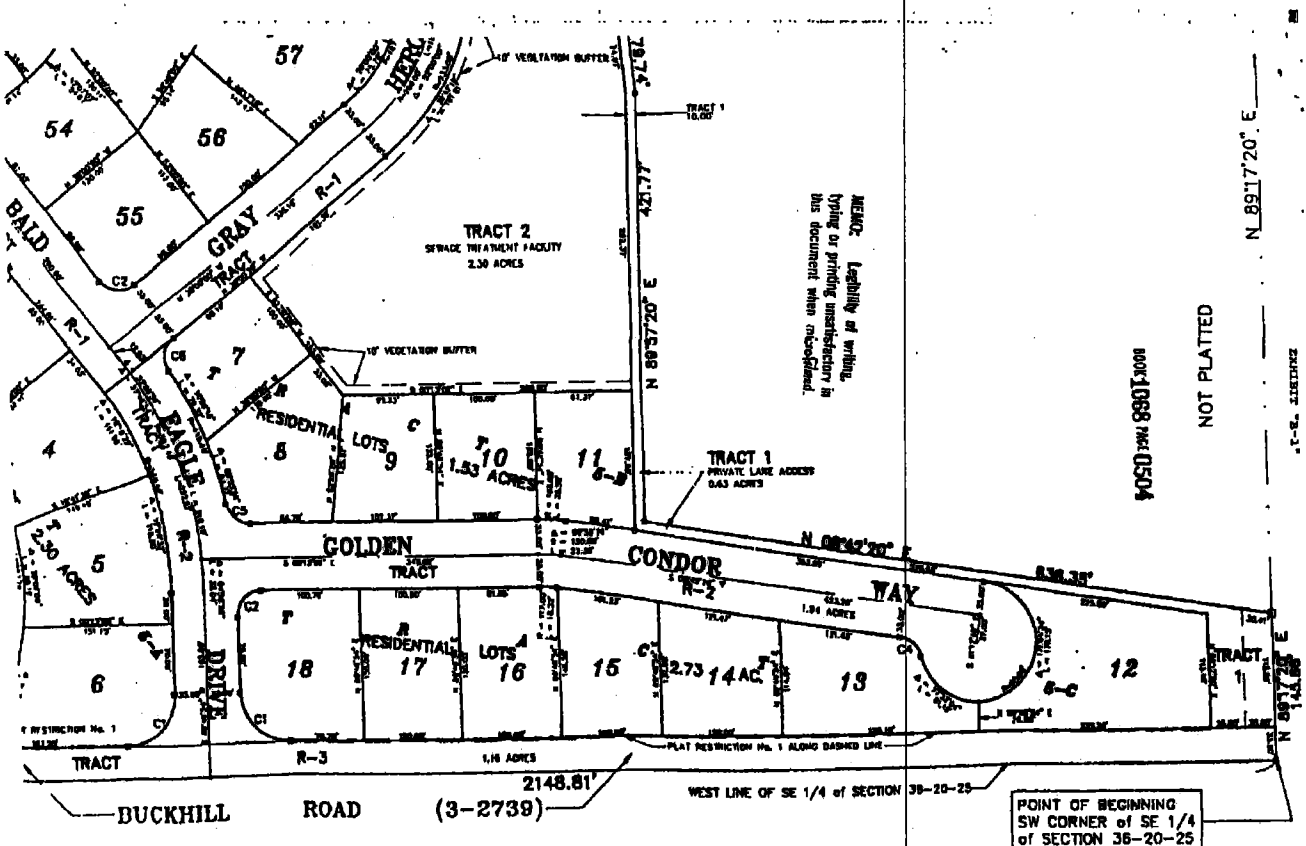
A parcel of land lying in the Southeast Quarter (1/4) of Section 36, Township 20 South, Range 25 East, Lake County, Florida and being more particularly described as follows:

Commence at the Southwest corner of the Southeast Quarter (1/4) of said Section 36; thence run North 89°17'20" East, along the South line of the said Southeast Quarter (1/4) of Section 36, a distance of 33.00 feet; thence run Northwesterly parallel with the West line of the said Southeast Quarter (1/4) of Section 36, a distance of 66.00 feet; thence run North 89°17'20" East, parallel with the said South line of the Southeast Quarter (1/4) a distance of 113.10 feet; thence run North 08°42'20" East, a distance of 649.10 feet to the beginning of a curve, concave to the West, having a radius of 183.00 feet and a central angle of 08°55'26"; thence run Northerly along the arc of said curve to the left, a distance of 28.50 feet to the curve's end and to the POINT OF BEGINNING of the following described parcel:

From the POINT OF BEGINNING, run North 00°13'06" West a distance of 292.13 feet to the beginning of a curve concave to the Southeast, having a radius of 25.00 feet and a central angle of 78°04'39"; thence run Northerly, Northeasterly and Easterly along the arc of said curve to the right a distance of 34.07 feet to the point of reverse curvature of a curve concave to the North, having a radius of 415.49 feet and a central angle of 19°52'11"; thence run Easterly and Northeasterly along the arc of said curve to the left a distance of 144.09 feet to the point of reverse curvature of a curve concave to the South, having a radius of 25.00 feet and a central angle of 84°00'09"; thence run along the arc of said curve to the right a distance of 36.65 feet to the curve's end; thence run South 38°00'29" East, a distance of 98.19 feet; thence run South 52°00'00" West, a distance of 153.08 feet; thence run South 00°13'06" East, a distance of 192.63 feet; thence run South 89°46'54" West, a distance of 125.00, more or less, to the POINT OF BEGINNING.

(The above-described real property being depicted in Exhibit "B-1", attached hereto and made a part hereof, as Lots 7, 8, 9 and 10).

F:\re\s\jb\07868gbr.29a



BOOK 1068 PAGE 504

NOT PLATTED

N 89°17'20" E

POINT OF BEGINNING  
SW CORNER of SE 1/4  
of SECTION 36-20-25

4.00 1015

REC 12:30  
TF 2:50

# Know All Men By These Presents:

That TISG, INC. 90 35672

BOOK 1068 PAGE 0505

a corporation existing under the laws of the State of New York . party  
of the first part, in consideration of the sum of Ten Dollars (\$10.00)

and other valuable considerations, received from or on behalf of LAWRENCE E. WHITE, as Trustee under Land Trust Agreement LEWLT3 dated January 1, 1988 \*\*

of the second part, at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto the said party of the second part a certain mortgage bearing date the 1st day of December A. D. 19 87 made by THE LASALLE GROUP, a New York general partnership, as Trustee under the provisions of a certain Land Trust Agreement (C-2) dated September 1, 1987 in favor of TISG, INC.

and recorded in Official Records Book 944 .page 332 .public records of Lake County, Florida, upon the following described piece or parcel of land, situate and being in said County and State, to-wit:

A vested remainder fee simple interest and estate, with right to possession on and after January 1, 2004 in and to the real property described in Exhibits "A" and "B", attached hereto and made a part hereof.

\*\* Pursuant to Section 689.071, Florida Statutes, full power and authority is hereby granted to second party to protect, conserve and to sell, and otherwise to manage, dispose of and deal with the mortgage and note hereby assigned, and in the event of foreclosure and acquisition of title to the encumbered property, the power is hereby granted to protect, conserve and to sell, or to lease, or to encumber or otherwise manage and dispose of said property.

\* A portion of the property encumbered by said mortgage being released in and by virtue of that certain Partial Release of Mortgage dated January 17, 1990 and recorded January 18, 1990 in Official Records Book 1042, Page 233, Public Records of Lake County, Florida.

Together with the note or obligation described in said mortgage, and the moneys due and to become due thereon, with interest from the 1st day of December 19 87.

To Have and to Hold the same unto the said part of the second part, his legal representatives, successors and assigns forever.

### In Witness Whereof

the party of the first part has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 16th day of July A. D. 19 90

(CORPORATE SEAL)

ATTEST: \_\_\_\_\_ Secretary

TISG, INC.

Signed, sealed and delivered, in the presence of:

*Barbara J. Beard*  
*David W. Beard*

By *Joseph M. Dimino* President

STATE OF Florida  
COUNTY OF Manatee

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

well known to me to be the President of the corporation named as party of the first part in the foregoing instrument, and that he 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 16th day of July, A. D. 1990.

NOTARY PUBLIC  
*Linda B. Johnson*  
NOTARY PUBLIC - STATE OF FLORIDA  
My Commission Expires: NOVEMBER PUBLIC STATE OF FLORIDA MY COMMISSION EXP. DEC. 13, 1992 BONDED THROUGH GENERAL INS. UND.

Return to:  
This Instrument prepared by: Stephen J. Bozarth, Esq.  
Post Office Box 2346  
Address Orlando, Florida 32802

JUN 23 10 53 AM '90

EXHIBIT "A"

BOOK 1068 PAGE 0506

That part of Government Lot 6 in Section 36, Township 20 South, Range 25 East, in Lake County, Florida, described as follows:

Commence at the South 1/4 corner of Section 36, Township 20 South, Range 25 East, being established for purposes of this description as being North 89°45'00" East 2617.8 feet from the Southwest corner of said Section 36, and also being North 89°17'20" East 38.47 feet from the North 1/4 corner of Section 1, Township 21 South, Range 25 East; thence run North 0°13'20" West parallel to the West line of said Section 36, a distance of 66 feet to a point which is the POINT OF BEGINNING; thence run North 90°13'20" East a distance of 153 feet; thence run North 08°42'20" East a distance of 370 feet; thence run North 89°57'20" East a distance of 330.56 feet; thence run North 00°13'20" West parallel to the West line of said Section 36 a distance of 568.56 feet; thence run South 89°57'20" West a distance of 568.56 feet to the Westerly boundary of the real property described in that certain General Warranty Deed to Trustee recorded December 4, 1987 in O. R. Book 944, Page 314, Public Records of Lake County, Florida; thence run Southwesterly along and with the Westerly boundary of the real property described in the above-mentioned General Warranty Deed to Trustee a distance of 1137 feet, more or less, to the POINT OF BEGINNING (containing 10.00 acres, more or less).

EXHIBIT "B"

BOOK 1068 PAGE 0507

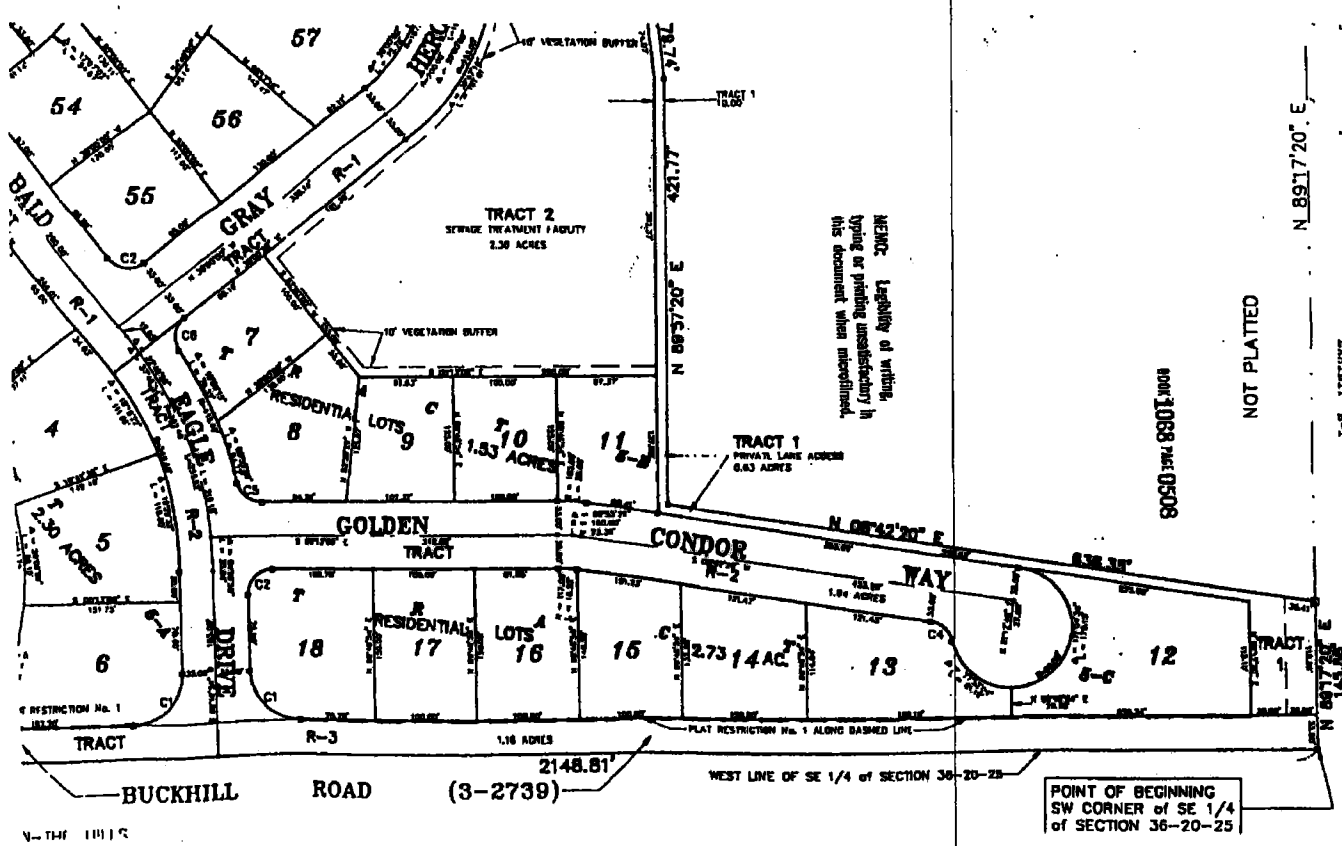
A parcel of land lying in the Southeast Quarter (1/4) of Section 36, Township 20 South, Range 25 East, Lake County, Florida and being more particularly described as follows:

Commence at the Southwest corner of the Southeast Quarter (1/4) of said Section 36; thence run North  $89^{\circ}17'20''$  East, along the South line of the said Southeast Quarter (1/4) of Section 36, a distance of 33.00 feet; thence run Northwesterly parallel with the West line of the said Southeast Quarter (1/4) of Section 36, a distance of 66.00 feet; thence run North  $89^{\circ}17'20''$  East, parallel with the said South line of the Southeast Quarter (1/4) a distance of 113.10 feet; thence run North  $08^{\circ}42'20''$  East, a distance of 649.10 feet to the beginning of a curve, concave to the West, having a radius of 183.00 feet and a central angle of  $08^{\circ}55'26''$ ; thence run Northerly along the arc of said curve to the left, a distance of 28.50 feet to the curve's end and to the POINT OF BEGINNING of the following described parcel:

From the POINT OF BEGINNING, run North  $00^{\circ}13'06''$  West a distance of 292.13 feet to the beginning of a curve concave to the Southeast, having a radius of 25.00 feet and a central angle of  $78^{\circ}04'39''$ ; thence run Northerly, Northeasterly and Easterly along the arc of said curve to the right a distance of 34.07 feet to the point of reverse curvature of a curve concave to the North, having a radius of 415.49 feet and a central angle of  $19^{\circ}52'11''$ ; thence run Easterly and Northeasterly along the arc of said curve to the left a distance of 144.09 feet to the point of reverse curvature of a curve concave to the South, having a radius of 25.00 feet and a central angle of  $84^{\circ}00'09''$ ; thence run along the arc of said curve to the right a distance of 36.65 feet to the curve's end; thence run South  $38^{\circ}00'29''$  East, a distance of 98.19 feet; thence run South  $52^{\circ}00'00''$  West, a distance of 153.08 feet; thence run South  $00^{\circ}13'06''$  East, a distance of 192.63 feet; thence run South  $89^{\circ}46'54''$  West, a distance of 125.00, more or less, to the POINT OF BEGINNING.

(The above-described real property being depicted in Exhibit "B-1", attached hereto and made a part hereof, as Lots 7, 8, 9 and 10).

F:\re\s\jb\07868gbr.29a



BOOK 1068 PAGE 0508

NOT PLATTED

POINT OF BEGINNING  
SW CORNER of SE 1/4  
of SECTION 36-20-25

N-THE 1011'S

REC 25.00  
TF 3.50

Know All Men By These Presents:  
90 35673

BOOK 1068 PAGE 0509

That TLSG, INC.

a corporation existing under the laws of the State of New York, party of the first part, in consideration of the sum of Ten Dollars (\$10.00)

and other valuable considerations, received from or on behalf of LAWRENCE E. WHITE, as Trustee under Land Trust Agreement LEWLT3 dated January 1, 1988, party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto the said party of the second part a certain mortgage bearing date the 16th day of January A. D. 1990 made by THE LASALLE GROUP, a New York general partnership, as Trustee under the provisions of a certain Land Trust Agreement (C-1) dated September 1, 1987 in favor of TLSG, INC.

and recorded in Official Records Book 1042, page 219, public records of Lake County, Florida; upon the following described piece or parcel of land, situate and being in said County and State, to-wit:

An estate for years commencing December 1, 1987 and terminating at midnight on December 31, 2003 in and to the real property described in Exhibit "A", attached hereto and made a part hereof.

\* Pursuant to Section 689.071, Florida Statutes, full power and authority is hereby granted to second party to protect, conserve and to sell, and otherwise to manage, dispose of and deal with the mortgage and note hereby assigned, and in the event of foreclosure and acquisition of title to the encumbered property, the power is hereby granted to protect, conserve and to sell, or to lease, or to encumber or otherwise manage and dispose of said property.

Together with the note or obligation described in said mortgage, and the moneys due and to become due thereon, with interest from the 16th day of January, 1990.

To Have and to Hold the same unto the said party of the second part, his heirs, legal representatives, successors and assigns forever.

In Witness Whereof

the party of the first part has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 16th day of July, A. D. 1990.

(CORPORATE SEAL)

ATTEST:

TLSG, INC.

Signed, sealed and delivered in the presence of:

[Signatures of witnesses]

By: [Signature] Joseph M. Dimino, President

STATE OF FLORIDA  
COUNTY OF MANATEE

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

well known to me to be the President and, as such, duly authorized to execute the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in said corporation and that the seal affixed hereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of July, A. D. 1990

[Notary Seal: Notary Public, State of Florida, My Commission Expires: Notary Public State of Florida, My Commission Expires: Notary Public State of Florida, My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA, MY COMMISSION EXPIRES DEC. 15, 1992, BONDED THRU GENERAL INS. CO.]

This instrument prepared by: Stephen J. Bozarth, Esq.  
Address Post Office Box 2346  
Orlando, Florida 32802

JUL 23 10 53 AM '90



EXHIBIT "A"

BOOK 1068 PAGE 0510

The real property described in Exhibit "A-1", attached hereto and made a part hereof, less and except therefrom the real property described in Exhibit "A-2" and Exhibit "A-3", attached hereto and made a part hereof.

---

GOVERNMENT LOTS 5 AND 6, IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THAT PART DESCRIBED AS FOLLOWS: START AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 36; RUN THENCE NORTH 89° 17' 20" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, 146.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88° 42' 30" EAST, 836.35 FEET; THENCE NORTH 89° 57' 20" EAST, 421.77 FEET; THENCE NORTH 83° 58' 40" EAST, 179.74 FEET; THENCE NORTH 85° 40' 30" EAST, 874.98 FEET; THENCE NORTH 89° 19' 00" EAST, 893.60 FEET; THENCE SOUTH 85° 08' 00" EAST, 870 FEET, MORE OR LESS, TO THE WATERS OF LITTLE LAKE HARRIS; THENCE SOUTHERLY ALONG SAID WATERS OF LITTLE LAKE HARRIS TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 89° 17' 20" WEST, 1310.00 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS.

THE ABOVE-DESCRIBED REAL PROPERTY BEING ALSO DESCRIBED  
AS PARCEL 1 AND PARCEL 2 BELOW:

PARCEL 1

That part of Government Lots 5 and 6 in Section 36, Township 20 South, Range 25 East, in Lake County, Florida, described as follows: Begin at the South 1/4 corner of Section 36, Township 20 South, Range 25 East, being established for the purpose of this description as being North 89°45' East 2617.8 feet from the Southwest corner of said Section 36, and also being North 89°17'20" East 38.47 feet from the North 1/4 corner of Section 1, Township 21 South, Range 25 East; run thence North 0°13'20" West parallel to the West line of said Section 36, a distance of 2150 feet; thence North 67°57' East 394.22 feet; thence South 75°41' East 272.13 feet; thence North 24°41'30" East 87.56 feet; thence North 63°12'30" West 207.1 feet; thence North 24°43'30" East 199 feet; thence South 66°03'30" East 114.17 feet; thence North 83°03' East 390.2 feet; thence South 63°29' East 169.1 feet; thence South 21°22' West 199.2 feet; thence South 43°24' West 195.3 feet; thence South 21°05' East 77.25 feet; thence South 40°48' East 377 feet; thence East 20 feet, more or less, to the high water mark of Lake Harris; said point being hereby designated as Point "A". Begin again at the Point of Beginning and run thence North 89°17'20" East 146 feet, run thence North 88°42'20" East 836.35 feet; thence North 89°57'20" East 421.77 feet; thence North 83°58'40" East 179.74 feet; thence North 85°40'20" East 224.98 feet; thence South 89°10'40" East 293.40 feet; thence South 85°08'00" East 270 feet, more or less, to the high water mark of Lake Harris; thence Northerly along and with the high water mark of Lake Harris to the above designated Point "A".

PARCEL 2

Government Lots 5 and 6, Section 36, Township 20 South, Range 25 East, Lake County, Florida, LESS: Begin at the South 1/4 corner of Section 36, Township 20 South, Range 25 East, being established for the purpose of this description as being North 89°45' East 2617.8 feet from the Southwest corner of said Section 36, and also being North 89°17'20" East 38.47 feet from the North 1/4 corner of Section 1, Township 21 South, Range 25 East, run thence North 0°13'20" West parallel to the West line of said Section 36 a distance of 2150 feet, thence North 67°57' East 394.22 feet, thence South 75°41' East 272.13 feet, thence North 24°41'30" East 87.56 feet, thence North 63°12'30" West 207.1 feet, thence North 24°43'30" East 199 feet, thence South 66°03'30" East 114.17 feet, thence North 83°03' East 390.2 feet, thence South 63°29' East 169.1 feet, thence South 21°22' West 199.2 feet, thence South 43°24' West 195.3 feet, thence South 21°05' East 77.25 feet, thence South 40°48' East 377 feet, thence East 20 feet, more or less, to the shore of Lake Harris, thence Southeasterly, South and Southwesterly along the shore of said Lake Harris to the South boundary of said Section 36, thence South 89°17'20" West 1456.2 feet, more or less, to the Point of Beginning.

MEMO: Legibility of writing,  
typing or printing unsatisfactory in  
this document when microfilmed.

That part of Government Lot 6 in Section 36, Township 20 South, Range 25 East, in Lake County, Florida, described as follows:

Commence at the South 1/4 corner of Section 36, Township 20 South, Range 25 East, being established for purposes of this description as being North 89°46'00" East 2517.8 feet from the Southwest corner of said Section 36, and also being North 89°17'20" East 38.47 feet from the North 1/4 corner of Section 1, Township 21 South, Range 25 East; thence run North 0°13'20" West parallel to the West line of said Section 36, a distance of 66 feet to a point which is the POINT OF BEGINNING; thence run North 90°13'20" East a distance of 153 feet; thence run North 08°42'20" East a distance of 570 feet; thence run North 89°57'20" East a distance of 330.56 feet; thence run North 00°13'20" West parallel to the West line of said Section 36 a distance of 568.56 feet; thence run South 89°57'20" West a distance of 568.56 feet to the Westerly boundary of the real property described in that certain General Warranty Deed to Trustee recorded December 4, 1987 in O. R. Book 944, Page 314, Public Records of Lake County, Florida; thence run Southwesterly along and with the Westerly boundary of the real property described in the above-mentioned General Warranty Deed to Trustee a distance of 1137 feet, more or less, to the POINT OF BEGINNING (containing 10.00 acres, more or less).

EXHIBIT "A-3"

BOOK 1068 PAGE 0513

A parcel of land lying in the Southeast Quarter (1/4) of Section 36, Township 20 South, Range 25 East, Lake County, Florida and being more particularly described as follows:

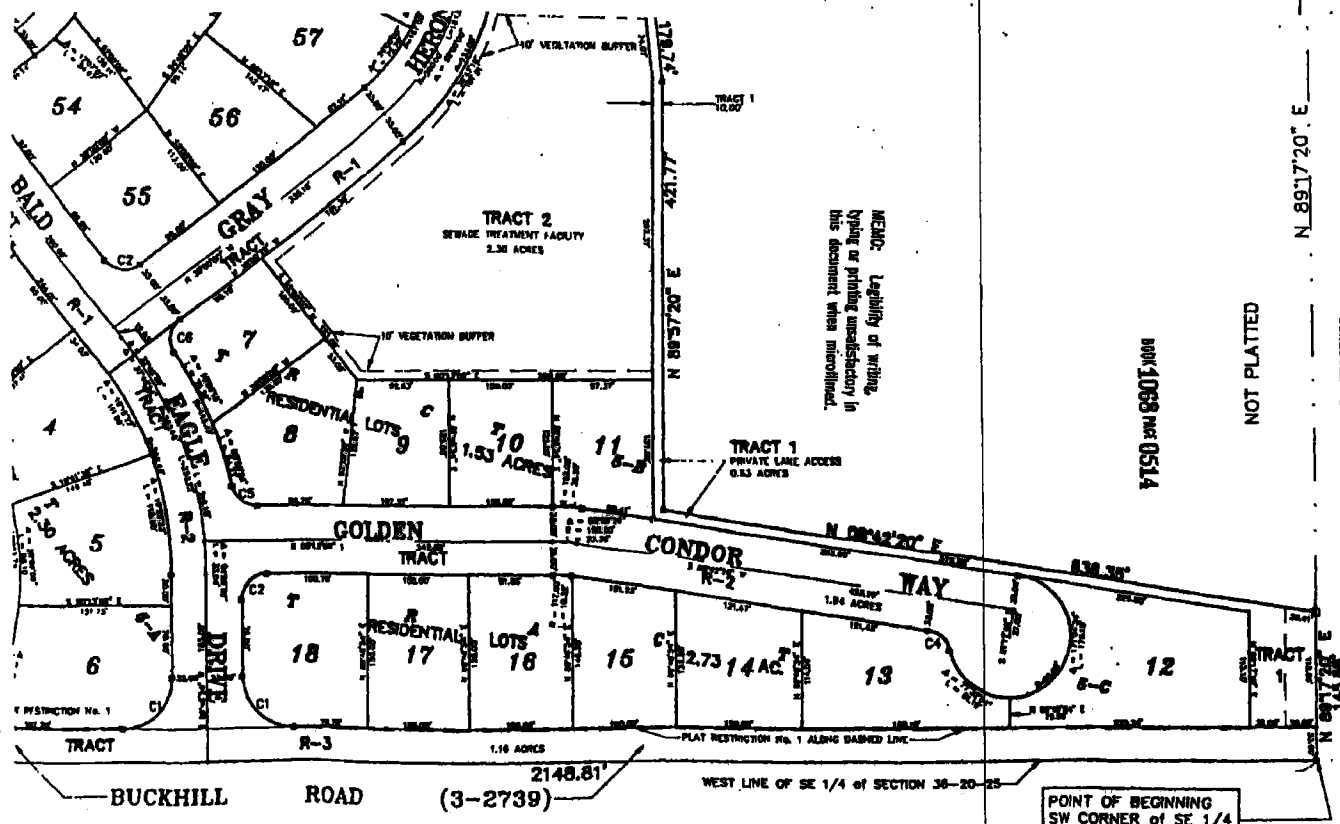
Commence at the Southwest corner of the Southeast Quarter (1/4) of said Section 36; thence run North  $89^{\circ}17'20''$  East, along the South line of the said Southeast Quarter (1/4) of Section 36, a distance of 33.00 feet; thence run Northwesterly parallel with the West line of the said Southeast Quarter (1/4) of Section 36, a distance of 66.00 feet; thence run North  $89^{\circ}17'20''$  East, parallel with the said South line of the Southeast Quarter (1/4) a distance of 113.10 feet; thence run North  $08^{\circ}42'20''$  East, a distance of 649.10 feet to the beginning of a curve, concave to the West, having a radius of 183.00 feet and a central angle of  $08^{\circ}55'26''$ ; thence run Northerly along the arc of said curve to the left, a distance of 28.50 feet to the curve's end and to the POINT OF BEGINNING of the following described parcel:

From the POINT OF BEGINNING, run North  $00^{\circ}13'06''$  West a distance of 292.13 feet to the beginning of a curve concave to the Southeast, having a radius of 25.00 feet and a central angle of  $78^{\circ}04'39''$ ; thence run Northerly, Northeasterly and Easterly along the arc of said curve to the right a distance of 34.07 feet to the point of reverse curvature of a curve concave to the North, having a radius of 415.49 feet and a central angle of  $19^{\circ}52'11''$ ; thence run Easterly and Northeasterly along the arc of said curve to the left a distance of 144.09 feet to the point of reverse curvature of a curve concave to the South, having a radius of 25.00 feet and a central angle of  $84^{\circ}00'09''$ ; thence run along the arc of said curve to the right a distance of 36.65 feet to the curve's end; thence run South  $38^{\circ}00'29''$  East, a distance of 98.19 feet; thence run South  $52^{\circ}00'00''$  West, a distance of 153.08 feet; thence run South  $90^{\circ}13'06''$  East, a distance of 192.63 feet; thence run South  $89^{\circ}46'54''$  West, a distance of 125.00, more or less, to the POINT OF BEGINNING.

(The above-described real property being depicted in Schedule "1", attached hereto and made a part hereof, as Lots 7, 8, 9 and 10).

F:\re\sjb\07868gbr.29a

Order: 55 Comment: Description: Lake, PL Document - Book Page 1068.509 Page: 6 of 6



NOTE: Legality of writing, typing or printing unsatisfactory in this document when microfilmed.

BOOK 1068 PAGE 0514

NOT PLATTED

SCHEDULE "A"

NOT PLATTED

N. 89°17'20" E.

POINT OF BEGINNING  
SW CORNER of SE 1/4  
of SECTION 36-20-25

BUCKHILL ROAD (3-2739) 2148.81'

WEST LINE OF SE 1/4 of SECTION 36-20-25

RC 25.00  
3.50

# Know All Men By These Presents:

BOOK 1068 PAGE 0515

That TLSG, INC. 90 35674

a corporation existing under the laws of the State of New York, party of the first part, in consideration of the sum of Ten Dollars (\$10.00)

and other valuable considerations, received from or on behalf of LAWRENCE E. WHITE, as Trustee under Land Trust Agreement LEWLT3 dated January 1, 1988

of the second part, at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto the said party of the second part a certain mortgage bearing date the 16th day of January A.D. 1990 made by THE LASALLE GROUP, a New York general partnership, as Trustee under the provisions of a certain Land Trust Agreement (C-2) dated September 1, 1987 in favor of TLSG, INC. 1042 and recorded in Official Records Book 1042, page 211, public records of Lake County, Florida; upon the following described piece or parcel of land, situate and being in said County and State, to-wit:

A vested remainder fee simple interest and estate, with right to possession on and after January 1, 2004 in and to the real property described in Exhibit "A", attached hereto and made a part hereof.

\* Pursuant to Section 689.071, Florida Statutes, full power and authority is hereby granted to second party to protect, conserve and to sell, and otherwise to manage, dispose of and deal with the mortgage and note hereby assigned, and in the event of foreclosure and acquisition of title to the encumbered property, the power is hereby granted to protect, conserve and to sell, or to lease, or to encumber or otherwise manage and dispose of said property.

Together with the note or obligation described in said mortgage, and the moneys due and to become due thereon, with interest from the 16th day of January 1990.

To Have and to Hold the same unto the said party of the second part, his heirs, legal representatives, successors and assigns forever.

(CORPORATE SEAL)

In Witness Whereof the party of the first part has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 16th day of July, A. D. 1990.

ATTEST: \_\_\_\_\_ Secretary TLSG, INC.

Signed, sealed and delivered in the presence of:

*David D. ...*  
*Barbara J. ...*

By *Joseph M. Dimino*, President

STATE OF FLORIDA  
COUNTY OF MANATEE

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

well known to me to be the President of the corporation named as party of the first part in the foregoing instrument, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in 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 16th day of July, A. D. 1990.

This instrument prepared by: Stephen J. Bozarth, Esq.  
Post Office Box 2346  
Orlando, Florida 32802

*Linda B. ...*  
NOTARY PUBLIC - State of Florida  
My Commission Expires 12/31/1992  
BOARD (H&H) GENERAL INS. LTD.

JUL 23 10 57 AM '90

EXHIBIT "A"

BOOK 1068 PAGE 0516

The real property described in Exhibit "A-1", attached hereto and made a part hereof, less and except therefrom the real property described in Exhibit "A-2" and Exhibit "A-3", attached hereto and made a part hereof.

---

GOVERNMENT LOTS 5 AND 6, IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THAT PART DESCRIBED AS FOLLOWS: START AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 36; RUN THENCE NORTH 89° 17' 20" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, 146.00 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89° 42' 20" EAST, 236.35 FEET; THENCE NORTH 89° 37' 20" EAST, 421.77 FEET; THENCE NORTH 89° 39' 40" EAST, 379.74 FEET; THENCE NORTH 89° 40' 20" EAST, 224.88 FEET; THENCE SOUTH 89° 10' 00" EAST, 293.40 FEET; THENCE SOUTH 89° 08' 00" EAST, 378 FEET, MORE OR LESS, TO THE WATERS OF LITTLE LAKE HARRIS; THENCE SOUTHERLY ALONG SAID WATERS OF LITTLE LAKE HARRIS TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 89° 17' 20" WEST, 1419.00 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS.

THE ABOVE-DESCRIBED REAL PROPERTY BEING ALSO DESCRIBED AS PARCEL 1 AND PARCEL 2 BELOW:

PARCEL 1

That part of Government Lots 5 and 6 in Section 36, Township 20 South, Range 25 East, in Lake County, Florida, described as follows: Begin at the South 1/4 corner of Section 36, Township 20 South, Range 25 East, being established for the purpose of this description as being North 89° 46' East 2617.6 feet from the Southwest corner of said Section 36, and also being North 89° 17' 20" East 38.47 feet from the North 1/4 corner of Section 1, Township 21 South, Range 25 East; run thence North 89° 13' 20" West parallel to the West line of said Section 36, a distance of 2150 feet; thence North 67° 57' East 394.22 feet; thence South 75° 41' East 272.13 feet; thence North 24° 41' 30" East 67.56 feet; thence North 63° 12' 30" West 207.1 feet; thence North 24° 43' 30" East 199 feet; thence South 66° 03' 30" East 114.17 feet; thence North 83° 03' East 390.2 feet; thence South 63° 29' East 169.1 feet; thence South 21° 22' West 199.7 feet; thence South 43° 24' West 195.3 feet; thence South 21° 05' East 77.25 feet; thence South 40° 48' East 377 feet; thence East 20 feet, more or less, to the high water mark of Lake Harris; said point being hereby designated as Point "A". Begin again at the Point of Beginning and run thence North 89° 17' 20" East 146 feet, run thence North 89° 42' 20" East 236.35 feet; thence North 89° 37' 20" East 421.77 feet; thence North 89° 39' 40" East 379.74 feet; thence North 89° 40' 20" East 224.88 feet; thence South 89° 10' 00" East 293.40 feet; thence South 89° 08' 00" East 378 feet, more or less, to the high water mark of Lake Harris; thence Northerly along and with the high water mark of Lake Harris to the above designated Point "A".

PARCEL 2

Government Lots 5 and 6, Section 36, Township 20 South, Range 25 East, Lake County, Florida, LESS: Begin at the South 1/4 corner of Section 36, Township 20 South, Range 25 East, being established for the purpose of this description as being North 89° 46' East 2617.6 feet from the Southwest corner of said Section 36, and also being North 89° 17' 20" East 38.47 feet from the North 1/4 corner of Section 1, Township 21 South, Range 25 East, run thence North 89° 13' 20" West parallel to the West line of said Section 36 a distance of 2150 feet, thence North 67° 57' East 394.22 feet, thence South 75° 41' East 272.13 feet, thence North 24° 41' 30" East 67.56 feet, thence North 63° 12' 30" West 207.1 feet, thence North 24° 43' 30" East 199 feet, thence South 66° 03' 30" East 114.17 feet, thence North 83° 03' East 390.2 feet, thence South 63° 29' East 169.1 feet, thence South 21° 22' West 199.7 feet, thence South 43° 24' West 195.3 feet, thence South 21° 05' East 77.25 feet, thence South 40° 48' East 377 feet, thence East 20 feet, more or less, to the shore of Lake Harris, thence Southeasterly, South and Southwesterly along the shore of said Lake Harris to the South boundary of said Section 36, thence South 89° 17' 20" West 1456.2 feet, more or less, to the Point of Beginning.

MEMO: Legibility of writing,  
typing or printing unsatisfactory in  
this document when microfilmed



That part of Government Lot 6 in Section 36, Township 20 South, Range 25 East, in Lake County, Florida, described as follows:

Commence at the South 1/4 corner of Section 36, Township 20 South, Range 25 East, being established for purposes of this description as being North 89°46'00" East 2617.8 feet from the Southwest corner of said Section 36, and also being North 89°17'20" East 38.47 feet from the North 1/4 corner of Section 1, Township 21 South, Range 25 East; thence run North 0°13'20" West parallel to the West line of said Section 36, a distance of 66 feet to a point which is the POINT OF BEGINNING; thence run North 90°13'20" East a distance of 153 feet; thence run North 08°42'20" East a distance of 570 feet; thence run North 89°57'20" East a distance of 330.56 feet; thence run North 00°13'20" West parallel to the West line of said Section 36 a distance of 568.56 feet; thence run South 89°57'20" West a distance of 568.56 feet to the Westerly boundary of the real property described in that certain General Warranty Deed to Trustee recorded December 4, 1987 in O. R. Book 944, Page 314, Public Records of Lake County, Florida; thence run Southwesterly along and with the Westerly boundary of the real property described in the above-mentioned General Warranty Deed to Trustee a distance of 1137 feet, more or less, to the POINT OF BEGINNING (containing 10.00 acres, more or less).

A parcel of land lying in the Southeast Quarter (1/4) of Section 36, Township 20 South, Range 25 East, Lake County, Florida and being more particularly described as follows:

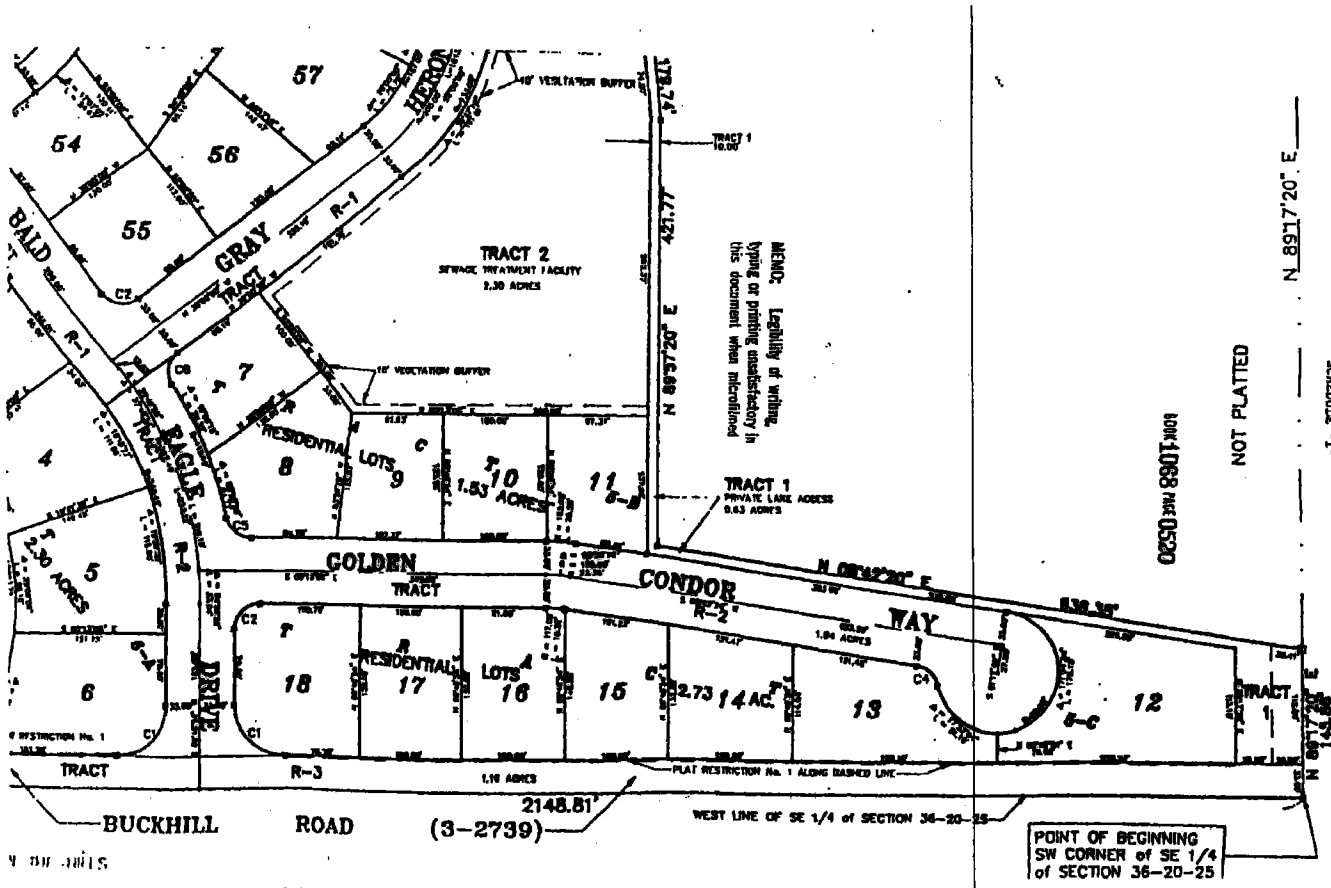
Commence at the Southwest corner of the Southeast Quarter (1/4) of said Section 36; thence run North  $89^{\circ}17'20''$  East, along the South line of the said Southeast Quarter (1/4) of Section 36, a distance of 33.00 feet; thence run Northwesterly parallel with the West line of the said Southeast Quarter (1/4) of Section 36, a distance of 66.00 feet; thence run North  $89^{\circ}17'20''$  East, parallel with the said South line of the Southeast Quarter (1/4) a distance of 113.10 feet; thence run North  $08^{\circ}42'20''$  East, a distance of 649.10 feet to the beginning of a curve, concave to the West, having a radius of 183.00 feet and a central angle of  $08^{\circ}55'26''$ ; thence run Northerly along the arc of said curve to the left, a distance of 28.50 feet to the curve's end and to the POINT OF BEGINNING of the following described parcel:

From the POINT OF BEGINNING, run North  $00^{\circ}13'06''$  West a distance of 292.13 feet to the beginning of a curve concave to the Southeast, having a radius of 25.00 feet and a central angle of  $78^{\circ}04'39''$ ; thence run Northerly, Northeasterly and Easterly along the arc of said curve to the right a distance of 34.07 feet to the point of reverse curvature of a curve concave to the North, having a radius of 415.49 feet and a central angle of  $19^{\circ}52'11''$ ; thence run Easterly and Northeasterly along the arc of said curve to the left a distance of 144.09 feet to the point of reverse curvature of a curve concave to the South, having a radius of 25.00 feet and a central angle of  $84^{\circ}00'09''$ ; thence run along the arc of said curve to the right a distance of 36.65 feet to the curve's end; thence run South  $38^{\circ}00'29''$  East, a distance of 98.13 feet; thence run South  $52^{\circ}00'00''$  West, a distance of 153.08 feet; thence run South  $00^{\circ}13'06''$  East, a distance of 192.63 feet; thence run South  $89^{\circ}46'54''$  West, a distance of 125.00, more or less, to the POINT OF BEGINNING.

(The above-described real property being depicted in Schedule "1", attached hereto and made a part hereof, as Lots 7, 8, 9 and 10).

F:\re\sjb\07868gbr.29a

Description: Lake, PL Document - Book, Page 1068, 515 Page: 6 of 6  
Order: 55 Comments:



NOT PLATTED

SCHEDULE

NOT PLATTED

POINT OF BEGINNING  
SW CORNER of SE 1/4  
of SECTION 36-20-25

4 00 000 S

CFN 2010038409  
Bk 03894 Pgs 2216 - 2231 (16pgs)  
DATE: 04/15/2010 11:33:12 AM  
NEIL KELLY, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 137.50  
INDEXING FEES 5.00

This instrument prepared by  
and to be returned to:  
Stephen J. Bozarth, Esquire  
DEAN, MEAD, EGERTON, BLOODWORTH,  
CAPOUANO & BOZARTH, P.A.  
800 North Magnolia Avenue, Suite 1500  
Orlando, Florida 32803



PARCEL IDENTIFICATION NOS.:  
3620250004-000-00800; 3620250004-000-00900;  
0322250003-000-00200; 0422250004-000-02500;  
and 0122243601-006-00001

MORTGAGE MODIFICATION AND SPREADER AGREEMENT

THIS MORTGAGE MODIFICATION AND SPREADER AGREEMENT (the "Agreement") is made and entered into effective as of April 1, 2010, by and among (i) WHISPERING HILLS FLORIDA, LLC, a Delaware limited liability company, d/b/a WHISPERING HILLS GROUP OF FLORIDA, LLC, whose post office address is 625 Waltham Avenue, Orlando, Florida 32809 (as Successor Trustee to THE LASALLE GROUP, a New York partnership, as Trustee of a Florida land trust formerly known as the "TLSGC2 Trust" and now known and designated as the "WHFTC2 Trust"), as Trustee under the provisions of a Florida land trust (the "WHFTC2 Trust") existing pursuant to Section 689.071, Florida Statutes, and having been created pursuant to an unrecorded trust agreement known and designated as LAND TRUST AGREEMENT WHFTC2 (hereinafter referred to as "Whispering Hills"), (ii) WHISPERING SHORES FLORIDA, LLC, a Delaware limited liability company, d/b/a WHISPERING SHORES GROUP OF FLORIDA, LLC, whose post office address is 625 Waltham Avenue, Orlando, Florida 32809 (as Successor Trustee to Lawrence E. White as trustee of a Florida land trust formerly known as the "LEWLT3 Trust" and now known and designated as the "WSFLT3 Trust"), as Trustee under the provisions of a Florida land trust (the "WSFLT3 Trust") existing pursuant to Section 689.071, Florida Statutes, and having been created pursuant to an unrecorded Trust Agreement dated January 1, 1988, formerly known as LAND TRUST AGREEMENT LEWLT3 and now known and designated as LAND TRUST AGREEMENT WSFLT3 (hereinafter referred to as "Whispering Shores"), (iii) BREDCO DEVELOPMENT GROUP, a New York limited partnership, whose post office address is 625 Waltham Avenue, Orlando, Florida 32809, in its capacity as Trustee under the provisions of a Florida land trust (the "BDGT02 Trust") having been created pursuant to an unrecorded Trust Agreement known and designated as LAND TRUST AGREEMENT BDGT02, and in its capacity as Trustee under the provisions of a Florida land trust (the "BDT03 Trust") having been created pursuant to an unrecorded Trust Agreement known and designated as LAND TRUST AGREEMENT BDT03, each such Trust being formed and existing pursuant to applicable provisions of Section 689.071, Florida Statutes (hereinafter referred to as "Bredco"), and (iv) CHERRY LAKE FARMS, a New York general partnership, in its capacity as

#48  
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Successor Trustee of the land trust formerly known as the "LEWTA2 Trust" and now known as the "CLFTA2 Trust"(the "CFLTA2 Trust") created under or by virtue of Land Trust Agreement CLFTA2 (which Trust Agreement was formerly known as Trust Agreement LEWTA2), dated June 15, 1990, whose post office address is 625 Waltham Avenue, Orlando, Florida 32809 (hereinafter referred to as "Cherry Lake Farms") (Whispering Hills, Whispering Shores, Bredco and Cherry Lake Farms are herein sometimes referred to collectively as the "Mortgagors" and singularly as a "Mortgagor") and (v) WHISPERING SHORES, in its capacity as Trustee of the WSFLT3 Trust existing under LAND TRUST AGREEMENT WSFLT3 dated effective as of January 1, 1988, whose post office address is 925 Waltham Avenue, Orlando, Florida 32809 (hereinafter referred to as the "Mortgagee").

#### RECITALS:

A. THE LASALLE GROUP, a New York general partnership, in its capacity as Trustee under the provisions of LAND TRUST AGREEMENT (C-1) dated September 1, 1987 and in its capacity as Trustee under the provisions of LAND TRUST AGREEMENT (C-2) dated September 1, 1987 executed, acknowledged and delivered to TLSG, INC., a New York corporation, (i) those certain Mortgage Deeds dated effective as of December 1, 1987 and recorded December 4, 1987 in Official Records Book 944, at Pages 321 and 332, respectively, and (ii) those certain Mortgage Deeds dated effective as of January 16, 1990 and recorded January 18, 1990 in Official Records Book 1042, at Pages 211 and 219, respectively, all in the Public Records of Lake County, Florida, which Mortgage Deeds were executed and delivered simultaneously with the mortgage notes referred to therein and of even date therewith, which mortgage notes (collectively the "Mortgage Notes" and singularly a "Mortgage Note") evidence the indebtedness secured by said Mortgage Deeds (collectively the "Mortgages" and singularly a "Mortgage").

B. In and by virtue of those certain Assignments of Mortgage dated effective as of July 16, 1990 and recorded July 23, 1990 in Official Records Book 1068, at Pages 501, 505, 509 and 515, respectively, Public Records of Lake County, Florida, the Mortgages and the Mortgage Notes secured thereby were assigned, of record, to the Mortgagee.

C. The Mortgages presently encumber the real property now owned by Whispering Hills, Whispering Shores and Bredco and being more particularly described in the Mortgages.

D. The parties desire to amend the Mortgages for the purpose of extending and spreading the lien, operation and effect thereof to the additional parcels described on the attached Exhibits "A" and "B", respectively, it being anticipated that the land described on the attached Exhibit "A" will be platted as a single-family, residential subdivision to be known and designated as "The Vista at Cherry Lake" and that the land described on the attached Exhibit "B" will be platted as and for a single-family, residential subdivision to be known and designated as "The Cape at Cherry Lake". The

parcels described on the attached Exhibits "A" and "B" to which the lien, operation and effect of the Mortgages are hereby extended and spread are hereinafter collectively referred to as the "Additional Mortgaged Property".

**AGREEMENT:**

NOW, THEREFORE, in consideration of the agreements herein contained, for Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged by all parties, the parties hereto mutually covenant and agree as follows:

1. The recitals set forth above are incorporated herein by reference and made a part hereof as fully as if set forth herein verbatim.
2. The Mortgages are hereby amended, modified and spread to encumber, and to any extent required, Cherry Lake Farms, as the record owner of the Additional Mortgaged Property, shall be deemed to have given, granted, mortgaged, transferred, set over, assigned and pledged unto Mortgagee, and Cherry Lake Farms, as the record owner of the Additional Mortgaged Property, does hereby give, grant, mortgage, transfer, set over, assign and pledge unto Mortgagee, the Additional Mortgaged Property, such that the lien, operation and effect of the Mortgages shall include and encumber not only the land originally encumbered thereby at the time of recordation thereof, but also the Additional Mortgaged Property and, in this connection, the real and personal property now and hereafter encumbered by the Mortgages shall include not only the real and personal property originally encumbered thereby at the time of recordation thereof, but also the Additional Mortgaged Property, together with all buildings, fixtures and improvements now or hereafter erected, existing, placed or affixed thereto or thereon, as well as all personal property (tangible and intangible) now or hereafter situated thereon or relating thereto, including, without limitation, all of the rents, income, issues, proceeds, produce and profits of and/or from such encumbered property (including, without limitation, all rents, income, issues, proceeds, produce and profits of and from the property originally encumbered by the Mortgages as well as the Additional Mortgaged Property), together with all of the reversions, remainders, ways, easements, servitudes, passages, rights, privileges, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, including, specifically and not by way of limitation, all water, riparian, irrigation and drainage rights, oil, gas and mineral rights and royalties, together with all judgments, awards of damages and settlements hereafter made as a result of, or in lieu of, any taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to any part of the encumbered property including the Additional Mortgaged Property, or any part thereof.
3. Cherry Lake Farms hereby fully warrants title to the Additional Mortgaged Property and will preserve, warrant and defend the same to and for the benefit of the Mortgagee against the lawful claims of all persons and entities whomsoever, and shall, without expense to the Mortgagee, execute, acknowledge and deliver all and every such deeds, conveyances, mortgages, assignments, transfers and assurances as Mortgagee

shall from time to time require in order to impose, preserve and protect the lien and priority of the Mortgages upon each and every portion of the Additional Mortgaged Property, it being the intent that any portion of the Additional Mortgaged Property not now owned but hereafter acquired by Cherry Lake Farms shall, in all respects, become and constitute a part of the Additional Mortgaged Property for all purposes subject, in such event, to the lien, operation and effect of the Mortgages spread by the operation and effect of this instrument.

4. Nothing contained in this instrument is intended to release, relinquish, impair, invalidate or otherwise prejudice the lien, operation and effect of any of the Mortgages as respects all of the real and personal property encumbered by any of the Mortgages (to include the Additional Mortgaged Property), nor impair nor release any covenant, condition, agreement or stipulation in any of the Mortgages or any of the Mortgage Notes, and the same, except as modified herein, shall continue in full force and effect. Nothing herein contained shall be construed to impair, prejudice or otherwise affect the priority of any of the Mortgages or the lien, operation and effect thereof. The Mortgagee and each of the Mortgagors hereby confirm the intent of each of such parties that Mortgagee's ownership at any time of any of the encumbered parcels was not, and is not, intended to cause or effect a merger and extinguishment of the lien of the mortgage encumbering such parcel owned, of record, by Mortgagee.

5. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto and the successors-in-title to any of the property (real or personal) encumbered by any of the Mortgages, including, without limitation, the Additional Mortgaged Property.

6. The Mortgage Notes and Mortgages are held by the Mortgagee in its capacity as Trustee of the WSFLT3 Trust which was established and created pursuant to Section 689.071, Florida Statutes. Pursuant to Section 689.071(3), Florida Statutes, there is hereby conferred upon the Mortgagee, as owner and holder of the Mortgage Notes and Mortgages, the power and authority to protect, to conserve, to sell, to encumber, or to otherwise manage and dispose of any of the Mortgages and any of the Mortgage Notes secured thereby and, in the event of acquisition of title to any portion of the property encumbered by any of the Mortgages, including, without limitation, the Additional Mortgaged Property, or any part thereof, by way of foreclosure or deed in lieu of foreclosure, the power and authority to protect, to conserve, to sell, to lease, to encumber, or otherwise to manage and dispose of all or any part thereof.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument and have intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered in the presence of the following two witnesses:

MORTGAGEE:

WHISPERING SHORES FLORIDA, LLC, a Delaware limited liability company, d/b/a WHISPERING SHORES GROUP OF FLORIDA, LLC, as Trustee of the WSFLT3 Trust,

*Devin Crowl*  
Print Name: DEVIN CROWL

By: *Lawrence E. White*  
Lawrence E. White, Manager

*Teresa Wickham*  
Print Name: Teresa Wickham

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of April, 2010, by LAWRENCE E. WHITE, in his capacity as Manager of WHISPERING SHORES FLORIDA, LLC, a Delaware limited liability company, d/b/a WHISPERING SHORES GROUP OF FLORIDA, LLC, as Trustee of the WSFLT3 Trust. Said person did not take an oath and (check one)  is personally known to me,  produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or  produced other identification, to wit: \_\_\_\_\_

*Mimi G. Davis*  
Print Name: mimi G. DAVIS  
Notary Public - State of Florida  
Commission No.: DD957002  
My Commission Expires: 3/28/2014





MORTGAGOR:

WHISPERING HILLS FLORIDA, LLC, a Delaware limited liability company, d/b/a WHISPERING HILLS GROUP OF FLORIDA, LLC, as Trustee of the WHFTC2 Trust

[Signature]  
Print Name: DEVIN CROWL

By: [Signature]  
Joseph M. Dimino, Manager

[Signature]  
Print Name: Teresa Wickham

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of April, 2010, by JOSEPH M. DIMINO, in his capacity as Manager of WHISPERING HILLS FLORIDA, LLC, a Delaware limited liability company, d/b/a WHISPERING HILLS GROUP OF FLORIDA, LLC, as Trustee of the WHFTC2 Trust. Said person did not take an oath and (check one)  is personally known to me,  produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or  produced other identification, to wit: \_\_\_\_\_

[Signature]  
Print Name: MIMI G DAVIS  
Notary Public - State of Florida  
Commission No.: DD967002  
My Commission Expires: 3/28/2014



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MORTGAGOR:

WHISPERING SHORES FLORIDA, LLC,  
a Delaware limited liability company, d/b/a  
WHISPERING SHORES GROUP OF  
FLORIDA, LLC, as Trustee of the  
WSFLT3 Trust

*Devin Crowl*  
Print Name: DEVIN CROWL

By: *Lawrence E. White*  
Lawrence E. White, Manager

*Teresa Wickham*  
Print Name: Teresa Wickham

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1st day of April, 2010, by LAWRENCE E. WHITE, in his capacity as Manager of WHISPERING SHORES FLORIDA, LLC, a Delaware limited liability company, d/b/a WHISPERING SHORES GROUP OF FLORIDA, LLC, as Trustee of the WSFLT3 Trust. Said person did not take an oath and (check one)  is personally known to me,  produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or  produced other identification, to wit: \_\_\_\_\_.

*Mimi G Davis*  
Print Name: Mimi G. Davis  
Notary Public - State of Florida  
Commission No.: DD957002  
My Commission Expires: 3/28/2014



00522027v4 04/01/2010

MORTGAGOR:

BREDCO DEVELOPMENT GROUP, a New York limited partnership, as Trustee of the BDGT02 Trust

By: BREDCO DEVELOPMENT CORP., a Florida corporation, its sole general partner

Devin Crowl  
Print Name: DEVIN CROWL

By: J. W. Hoechst  
Jacob W. Hoechst, President

Teresa Wickham  
Print Name: Teresa Wickham

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of April, 2010, by JACOB W. HOECHST, as President of BREDCO DEVELOPMENT CORP., a Florida corporation, on behalf of the corporation in its capacity as the sole general partner of BREDCO DEVELOPMENT GROUP, a New York limited partnership, as Trustee of the BDGT02 Trust. Said person did not take an oath and (check one)  is personally known to me,  produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or  produced other identification, to wit: \_\_\_\_\_

Mimi G Davis  
Print Name: MIMI G DAVIS  
Notary Public - State of Florida  
Commission No.: DD957002  
My Commission Expires: 3/28/2014



00522027v4 04/01/2010

MORTGAGOR:

BREDCO DEVELOPMENT GROUP, a  
New York limited partnership, as Trustee of  
the BDT03 Trust

By: BREDCO DEVELOPMENT  
CORP., a Florida corporation,  
its sole general partner

Devon Crowl  
Print Name: DEVON CROWL

By: J. W. Hoechst  
Jacob W. Hoechst, President

Teresa Wickham  
Print Name: Teresa Wickham

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of April, 2010, by JACOB W. HOECHST, as President of BREDCO DEVELOPMENT CORP., a Florida corporation, on behalf of the corporation in its capacity as the sole general partner of BREDCO DEVELOPMENT GROUP, a New York limited partnership, as Trustee of the BDT03 Trust. Said person did not take an oath and (check one)  is personally known to me,  produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or  produced other identification, to wit: \_\_\_\_\_

Mimi G Davis  
Print Name: mimi G Davis  
Notary Public - State of Florida  
Commission No.: DD957002  
My Commission Expires: 3/28/2014



00522027v4 04/01/2010

MORTGAGOR:

CHERRY LAKE FARMS, a New York general partnership, as Trustee of the CLFTA2 Trust

*Devin Crawl*  
Print Name: DEVIN CRAWL

By: *Lawrence E. White*  
Lawrence E. White, Partner

*Teresa Wickham*  
Print Name: Teresa Wickham

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of April, 2010, by LAWRENCE E. WHITE, as a Partner of CHERRY LAKE FARMS, a New York partnership, on behalf of the partnership in its capacity as Successor Trustee of the CLFTA2 Trust. Said person did not take an oath and (check one)  is personally known to me,  produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or  produced other identification, to wit:

*Mimi G Davis*  
Print Name: MIMI G DAVIS  
Notary Public - State of Florida  
Commission No.: DD957002  
My Commission Expires: 3/28/2014



EXHIBIT "A"

Sketch & Description  
Vista Final  
Section 3, Township 22 South, Range 25 East  
Lake County, Florida

Vista Final:

A parcel of land lying in and being a portion of Government Lot 5, Section 3, Township 22 South, Range 25 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Government Lot 5, thence coincident with the North Boundary of said Government Lot 5, N 89°38'51" W a distance of 99.33 feet to a point on the South Right-of-way Boundary of Cherry Lake Road; said point being on a non-tangent curve concave to the Southwest, said curve having a radius of 44.74 feet, a delta angle of 72°35'14" and being subtended by a chord bearing S 39°45'27" E for a distance of 32.87 feet thence Southwesterly coincident with the arc said curve 58.88 feet to a point on the Westerly Right-of-way Boundary of Cherry Lake Road; thence coincident with said Westerly Right-of-way Boundary for the following two (2) miles: 1) S 00°34'08" W a distance of 1116.72 feet to a point on a curve concave to the Northwest, said curve having a radius of 243.83 feet, a delta angle of 44°40'23" and being subtended by a chord bearing S 21°45'46" E for a distance of 15.18 feet; 2) thence Southwesterly coincident with the arc said curve 189.98 feet to a point on the East Boundary of said Government Lot 5, thence departing said Westerly Right-of-way Boundary coincident with said East Boundary, S 00°29'21" W a distance of 472.13 feet to the POINT OF BEGINNING; thence coincident with said East Boundary, N 87°34'08" W a distance of 318.56 feet; thence departing said East Boundary, N 87°34'08" W a distance of 50.00 feet, a delta angle of 23°34'58" and being subtended by a chord bearing S 00°13'38" E for a distance of 30.44 feet; thence Southwesterly coincident with the arc of said curve 30.54 feet; thence S 83°22'52" E a distance of 82.23 feet; thence S 19°56'47" E a distance of 120.17 feet; thence S 18°47'42" W a distance of 44.05 feet; thence S 84°23'45" W a distance of 204.82 feet; thence S 89°20'28" W a distance of 174.73 feet; thence S 89°30'41" W a distance of 238.28 feet; thence S 82°24'34" W a distance of 238.41 feet; thence S 72°28'42" W a distance of 24.56 feet; thence N 11°08'00" W a distance of 121.00 feet; thence N 31°23'09" E a distance of 6.52 feet; thence N 89°21'44" W a distance of 7.58 feet; thence N 33°21'03" E a distance of 6.97 feet; thence N 59°34'36" W a distance of 158.34 feet; thence N 34°18'39" E a distance of 33.42 feet; thence N 32°15'08" E a distance of 341.20 feet; thence N 23°41'18" E a distance of 136.89 feet; thence N 19°19'44" E a distance of 104.70 feet; thence N 00°01'58" E a distance of 41.03 feet; thence N 15°09'38" W a distance of 112.19 feet; thence N 13°15'03" W a distance of 88.47 feet; thence N 39°14'32" W a distance of 21.89 feet; thence N 04°48'03" E a distance of 54.41 feet; thence N 38°48'28" W a distance of 38.45 feet; thence N 00°25'18" W a distance of 136.70 feet; thence N 51°48'41" W a distance of 71.83 feet; thence N 87°28'14" E a distance of 23.22 feet; thence N 18°38'38" W a distance of 104.59 feet; thence N 54°08'43" W a distance of 53.18 feet; thence N 41°23'21" W a distance of 85.79 feet; thence N 77°11'07" W a distance of 34.71 feet; thence N 00°23'42" E a distance of 464.03 feet to a point on a non-tangent curve concave to the North, said curve having a radius of 1211.84 feet, a delta angle of 8°15'34" and being subtended by a chord bearing S 88°23'16" E for a distance of 132.82 feet; thence coincident with the arc of said curve 132.82 feet; thence S 88°23'16" E a distance of 188.88 feet; thence N 00°00'00" E a distance of 13.00 feet to a point on a non-tangent curve concave to the Southwest, said curve having a radius of 50.00 feet, a delta angle of 87°37'33" and being subtended by a chord bearing S 46°22'13" W for a distance of 88.44 feet; thence coincident with the arc of said curve 78.76 feet to a point on a tangent curve concave to the Northwest, said curve having a radius of 308.00 feet, a delta angle of 48°18'04" and being subtended by a chord bearing S 27°02'28" W for a distance of 258.33 feet; thence coincident with the arc of said curve 258.33 feet; thence S 47°42'28" W a distance of 70.58 feet to a point on a tangent curve concave to the East, said curve having a radius of 270.00 feet, a delta angle of 63°27'20" and being subtended by a chord bearing S 19°28'41" W for a distance of 282.85 feet; thence coincident with the arc of said curve 289.03 feet; thence S 11°48'00" E a distance of 142.82 feet, a delta angle of 8°38'28" and being subtended by a chord bearing S 07°15'40" E for a distance of 240.11 feet; thence coincident with the arc of said curve 240.38 feet; thence N 87°33'58" E a distance of 170.00 feet; thence S 04°42'28" W a distance of 123.51 feet; thence S 18°44'06" W a distance of 318.48 feet; thence S 31°22'44" W a distance of 186.89 feet; thence S 31°22'01" W a distance of 104.00 feet; thence S 28°37'16" E a distance of 80.81 feet to a point on a tangent curve concave to the Northwest, said curve having a radius of 207.88 feet, a delta angle of 13°57'25" and being subtended by a chord bearing S 82°08'45" E for a distance of 50.83 feet; thence coincident with the arc of said curve 50.85 feet to a point on a tangent curve concave to the North, said curve having a radius of 208.42 feet, a delta angle of 31°54'21" and being subtended by a chord bearing S 87°33'35" E for a distance of 114.57 feet; thence coincident with the arc of said curve 116.08 feet; thence N 82°18'31" E a distance of 190.47 feet to a point on a tangent curve concave to the South, said curve having a radius of 525.00 feet, a delta angle of 8°10'32" and being subtended by a chord bearing N 88°24'07" E for a distance of 74.88 feet; thence coincident with the arc of said curve 74.81 feet; thence S 88°30'27" E a distance of 157.21 feet to a point on a tangent curve concave to the North, said curve having a radius of 25.00 feet, a delta angle of 70°31'44" and being subtended by a chord bearing N 59°13'31" E for a distance of 28.87 feet; thence coincident with the arc of said curve 28.77 feet to a point on a tangent curve concave to the South, said curve having a radius of 50.00 feet, a delta angle of 180°00'17" and being subtended by a chord bearing N 72°30'18" E for a distance of 79.28 feet; thence coincident with the arc of said curve 91.71 feet; thence N 38°28'19" E a distance of 388.35 feet to the POINT OF BEGINNING.

Containing an area of 1813878.79 square feet, 23.271 acres more or less.

SURVEYING TODAY WITH  
TOMORROW'S TECHNOLOGY

Shony L. Brown P.S.M. No. 6518  
SurvTech Solutions, Inc. L.B. No. 7340

SKETCH & DESCRIPTION

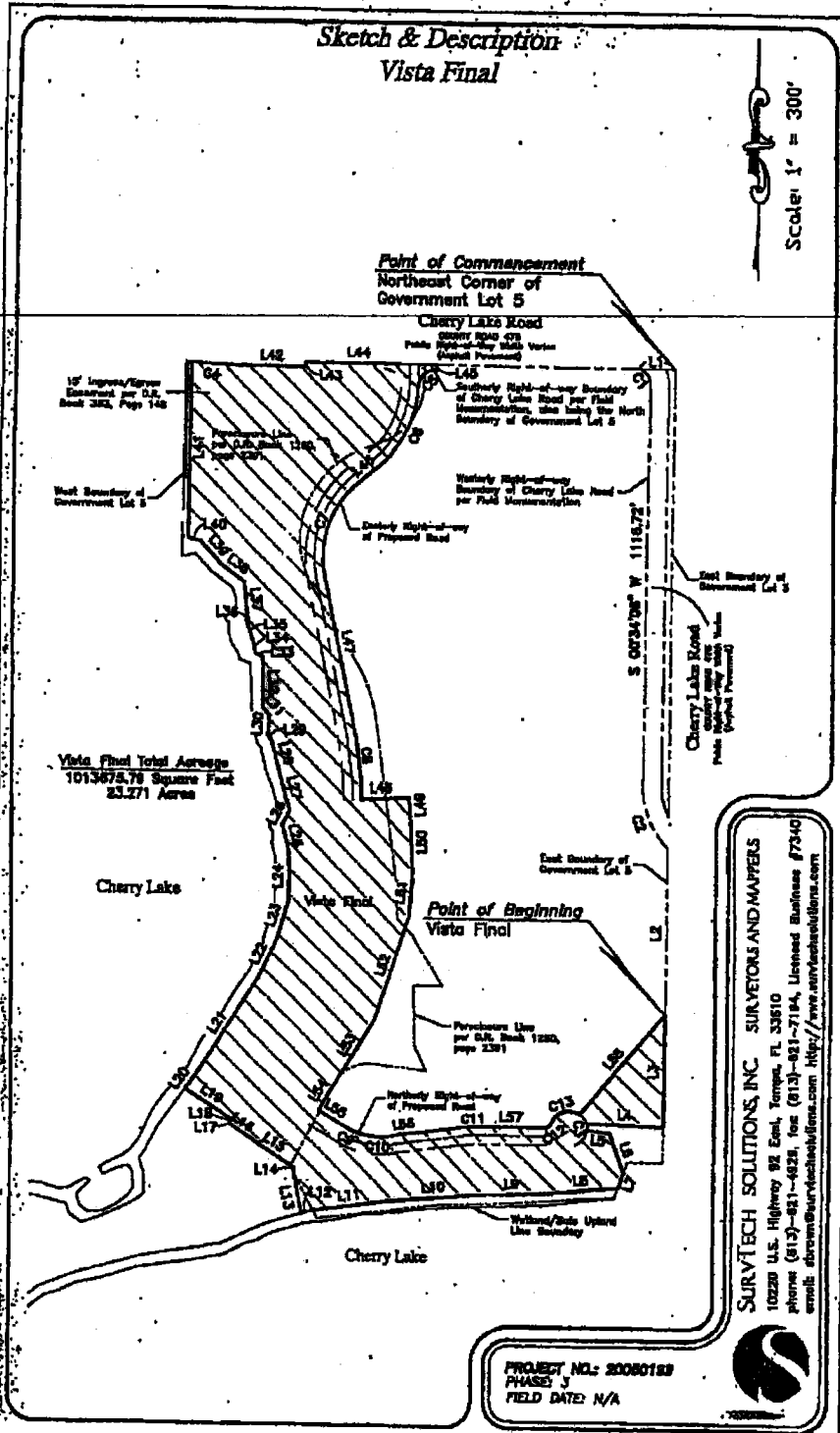
- 1) All notes without the signature and original stamp are of a Photocopy Document Scanner and Staples.
- 2) The bearing structure for this survey is based on a fixed bearing of S 89°01'15" E for the South Right-of-way Boundary of Cherry Lake Road.
- 3) No underground utilities or features were located for this survey.
- 4) THIS IS NOT A BOUNDARY SURVEY

Drafted By: T. McChesley  
Date Drafted: 6/6/07  
Field Date: N/A  
Field Book/Page: N/A  
Checked By: S. Brown

Project No.: 20060199  
Plan: J  
Revision Date: 6/12/08  
Drawing Number: 20060199\_3533  
Scale: N/A

SURVITECH SOLUTIONS, INC. SURVEYORS AND MAPPERS  
 10220 U.S. Highway 92 East, Tampa, FL 33618  
 phone: (813)-821-4828, fax: (813)-821-7194, Licensed Business 73-40  
 email: shreem@surchtechsolutions.com http://www.surchtechsolutions.com





Sketch & Description  
Vista Final

Curve Information:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	44.74	56.85	52.87	S 35°43'27" E	72°38'14"
C2	243.53	189.88	185.18	S 21°43'48" E	44°46'27"
C3	50.00	30.58	30.44	S 05°13'38" E	23°34'58"
C4	1211.94	132.28	132.22	S 85°27'15" E	08°15'14"
C5	50.00	76.78	68.44	S 48°23'13" W	87°57'53"
C6	360.00	256.23	230.33	S 27°02'48" W	48°18'04"
C7	270.00	288.63	283.88	S 18°58'41" W	83°27'20"
C8	1428.82	240.39	240.11	S 07°15'40" E	08°38'28"
C9	287.85	50.86	50.53	S 82°48'43" E	1°38'25"
C10	288.42	114.68	114.57	S 87°58'36" E	31°54'21"
C11	325.00	74.91	74.85	N 88°24'07" E	08°10'32"
C12	25.00	30.77	28.87	N 55°13'31" E	70°31'44"
C13	50.00	81.71	79.38	N 72°30'18" E	189°05'17"

Line Information:

LINE	BEARING	DISTANCE
L1	N 88°38'51" W	89.33
L2	S 00°28'21" W	472.13
L3	S 00°28'21" W	318.58
L4	N 87°38'08" W	212.84
L5	S 83°22'53" E	42.23
L6	S 18°58'47" E	120.67
L7	S 18°47'42" W	44.65
L8	S 88°28'43" W	204.82
L9	S 88°28'28" W	174.73
L10	S 88°38'43" W	268.28
L11	S 88°24'54" W	228.41
L12	S 72°01'48" W	84.58
L13	N 11°08'50" W	121.00
L14	N 22°38'58" E	6.82
L15	N 88°24'38" W	173.18
L16	N 88°28'11" W	88.08
L17	N 33°53'24" E	7.58
L18	N 33°21'03" E	6.87
L19	N 88°24'38" W	185.34
L20	N 32°18'38" E	33.48
L21	N 32°18'08" E	341.20
L22	N 22°41'18" E	136.86
L23	N 18°15'44" E	104.70
L24	N 08°01'58" E	131.91
L25	N 13°40'08" W	78.83
L26	N 28°23'20" E	41.03
L27	N 18°08'38" W	112.18
L28	N 12°18'03" W	88.47
L29	N 38°14'24" W	21.08
L30	N 04°42'03" E	54.41
L31	N 38°48'28" W	28.48
L32	N 00°23'19" W	138.70
L33	N 61°45'41" W	23.11
L34	N 10°20'24" W	23.22
L35	N 18°35'32" W	71.03
L36	N 87°32'14" E	5.79
L37	N 08°38'13" W	104.50
L38	N 84°02'43" W	83.18
L39	N 41°23'21" W	88.70
L40	N 77°11'07" W	34.71
L41	N 00°23'42" E	484.03
L42	S 88°38'08" E	188.88
L43	N 08°08'40" E	12.51
L44	S 88°38'51" E	375.48
L45	S 00°00'00" E	18.00
L46	S 51°42'20" W	70.58
L47	S 11°48'00" E	387.44
L48	N 87°33'58" E	140.22
L49	S 04°48'21" E	39.83
L50	S 03°08'47" E	170.60
L51	S 04°42'25" W	123.51
L52	S 18°44'08" W	316.48
L53	S 31°22'44" W	186.80
L54	S 31°22'51" W	104.00
L55	S 58°37'16" E	80.81
L56	N 82°18'51" E	180.47
L57	S 88°30'37" E	157.21
L58	N 39°28'18" E	368.35

SURVITECH SOLUTIONS, INC. SURVEYORS AND MAPPERS  
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 phone: (813)-821-1828, fax: (813)-821-7184, Licensed Business #7340  
 email: sburrows@survitechsolutions.com http://www.survitechsolutions.com



PROJECT NO: 20080188  
 PHASE: 3  
 FIELD DATE: N/A



EXHIBIT "B"

Sketch & Description  
Cape Final  
Section 3, 4 & 9, Township 22 South, Range 25 East  
Lake County, Florida

Cape Final:

A parcel of land lying in and being a portion of Government Lot 5, Section 3, Township 22 South, Range 25 East; the South 3/4 of Government Lot 5, Section 4, Township 22 South, Range 25 East; the N 1/2 of the NE 1/4 of the NE 1/4 and the E 1/2 of the NW 1/4 of the NE 1/4, Section 9, Township 22 South, Range 25 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Government Lot 5, thence coincident with the North Boundary of said Government Lot 5, N 89°38'51" W a distance of 99.33 feet to a point on the South Right-of-way Boundary of Cherry Lake Road, said point being on a non-tangent curve concave to the Southwest, said curve having a radius of 44.74 feet, a delta angle of 72°36'14" and being subtended by a chord bearing S 33°43'27" E for a distance of 52.87 feet; thence Southeastery coincident with the arc said curve 36.88 feet to a point on the Westerly Right-of-way Boundary of Cherry Lake Road; thence coincident with said Westerly Right-of-way Boundary for the following two (2) coils: 1) S 00°34'08" W a distance of 1116.72 feet to a point on a curve concave to the Northwest, said curve having a radius of 243.83 feet, a delta angle of 44°48'27" and being subtended by a chord bearing S 21°43'48" E for a distance of 185.18 feet; 2) thence Southeastery coincident with the arc of said curve 189.38 feet to a point on the East Boundary of said Government Lot 5; thence departing said Westerly Right-of-way Boundary coincident with said East Boundary, S 00°29'21" W a distance of 892.17 feet; thence departing said East Boundary, N 89°56'06" W a distance of 83.74 feet; thence S 19°47'42" W a distance of 77.46 feet; thence S 84°28'43" W a distance of 204.82 feet; thence S 88°20'28" W a distance of 174.73 feet; thence S 83°30'41" W a distance of 286.28 feet; thence S 82°24'54" W a distance of 228.41 feet; thence S 72°58'42" W a distance of 104.58 feet; thence S 65°48'35" W a distance of 134.63 feet; thence S 80°28'28" W a distance of 230.80 feet; thence S 74°12'02" W a distance of 180.27 feet; thence S 88°43'28" W a distance of 119.25 feet; thence S 83°27'30" W a distance of 140.07 feet; thence S 50°09'14" W a distance of 81.70 feet; thence S 54°48'47" W a distance of 66.91 feet; thence S 47°51'15" W a distance of 27.42 feet; thence S 45°48'26" W a distance of 140.82 feet; thence S 40°31'58" W a distance of 20.88 feet; thence S 35°18'43" E a distance of 130.78 feet; thence S 44°47'19" W a distance of 81.90 feet; thence S 82°54'54" W a distance of 51.98 feet; thence N 33°26'47" W a distance of 21.82 feet; thence N 18°13'21" E a distance of 58.27 feet; thence N 08°48'08" W a distance of 82.88 feet; thence N 82°08'38" W a distance of 58.25 feet; thence N 88°38'18" W a distance of 43.13 feet; thence S 78°18'14" W a distance of 34.80 feet; thence S 80°22'54" W a distance of 85.17 feet; thence S 19°08'29" W a distance of 80.85 feet; thence S 32°11'32" E a distance of 80.54 feet; thence S 57°48'16" E a distance of 71.34 feet; thence S 18°28'37" E a distance of 13.07 feet; thence S 70°13'38" W a distance of 168.08 feet; thence S 33°22'14" W a distance of 136.88 feet; thence S 76°04'34" W a distance of 113.32 feet; thence N 82°53'25" W a distance of 39.84 feet; thence N 37°17'20" W a distance of 47.78 feet; thence N 04°38'32" W a distance of 31.40 feet; thence N 10°00'48" E a distance of 238.45 feet; thence N 41°11'53" E a distance of 176.40 feet; thence N 23°16'10" E a distance of 44.82 feet; thence N 01°53'18" W a distance of 74.48 feet; thence N 20°05'04" E a distance of 73.27 feet; thence N 22°35'27" E a distance of 70.23 feet; thence N 34°31'15" E a distance of 102.73 feet; thence N 41°28'08" E a distance of 68.56 feet; thence N 00°48'48" E a distance of 144.86 feet; thence N 71°34'45" E a distance of 52.33 feet; thence N 82°24'41" E a distance of 39.43 feet; thence S 57°31'44" E a distance of 285.83 feet; thence S 88°32'43" E a distance of 55.85 feet; thence S 83°58'18" E a distance of 100.86 feet; thence N 87°31'49" E a distance of 172.54 feet; thence S 77°17'02" E a distance of 81.71 feet; thence S 78°58'28" E a distance of 113.45 feet; thence S 19°52'13" E a distance of 31.13 feet; thence S 55°15'58" E a distance of 46.78 feet to a point on a non-tangent curve concave to the Northwest, having a radius of 750.00 feet, a delta angle of 14°04'27" and being subtended by a chord bearing N 65°15'44" E for a distance of 183.77 feet; thence coincident with the arc of said curve a distance of 184.23 feet; thence N 38°28'05" E a distance of 10.75 feet; thence N 03°10'27" W a distance of 80.10 feet; thence N 20°34'17" W a distance of 32.88 feet; thence N 38°16'54" E a distance of 28.84 feet; thence N 27°01'23" E a distance of 84.20 feet; thence N 34°15'39" E a distance of 127.12 feet; thence S 58°54'38" E a distance of 155.41 feet; thence S 33°21'03" W a distance of 6.97 feet; thence S 33°34'46" W a distance of 7.38 feet; thence S 53°48'11" E a distance of 50.00 feet; thence S 83°21'44" E a distance of 173.18 feet; thence S 31°23'05" W a distance of 6.32 feet; thence S 11°08'50" E a distance of 148.38 feet to the POINT OF BEGINNING.

Containing an area of 888141.12 square feet, 19,700 acres more or less.

SURVEYING TODAY WITH  
TOMORROW'S TECHNOLOGY

Stacy L. Brown, P.S.M. No. 6518  
Survey Solutions, Inc. L.B. No. 7340

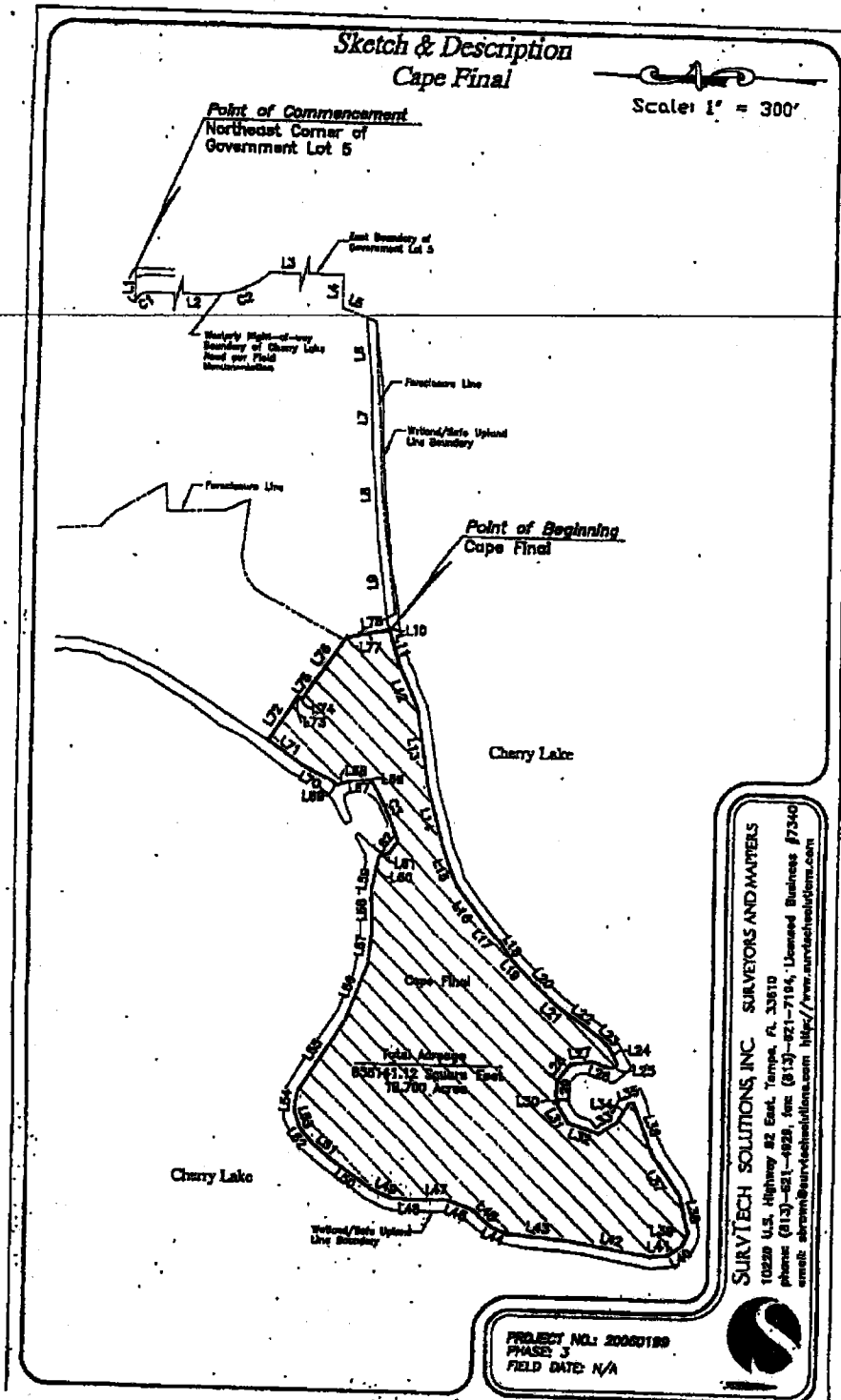
SKETCH & DESCRIPTION

Drafted By: T. McClure  
Date Drafted: 06/07  
Field Date: N/A  
Field Book/Page: N/A  
Checked By: S. Brown  
Project No.: 20080199  
Planet: J  
Revision Date: 01/20/08  
Drawing Number: 20080199\_SS02  
Scale: N/A

- 1) This work without the signature and original sealed copy of a Florida Licensed Surveyor and Mapper.
- 2) The bearing structure for this survey is based on a true bearing of S 89°56'06" E for the South Right-of-way Boundary of Cherry Lake Road.
- 3) No underground boundaries or features were identified or located for this survey.
- 4) THIS IS NOT A BOUNDARY SURVEY.

SURVITECH SOLUTIONS, INC. SURVEYORS AND MAPPERS  
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email: shawn@survitechsolutions.com, info@survitechsolutions.com





Sketch & Description  
Cape Final

Curve Information:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	44.74'	58.68'	52.97'	S 35°43'27" E	72°35'14"
C2	243.63'	188.86'	185.18'	S 21°43'48" E	44°40'27"
C3	750.00'	184.23'	183.77'	N 85°15'44" E	14°04'27"

Line Information:

LINE	BEARING	DISTANCE
L1	N 89°36'51" W	99.33
L2	S 00°34'36" W	1216.72
L3	S 06°29'21" W	892.17
L4	N 89°56'06" W	85.74
L5	S 19°47'42" W	77.44
L6	S 84°26'43" W	204.82
L7	S 89°20'26" W	174.73
L8	S 89°30'41" W	268.28
L9	S 89°34'04" W	228.41
L10	S 89°36'06" W	89.89
L11	S 89°37'36" W	184.89
L12	S 89°38'36" W	134.89
L13	S 89°39'36" W	230.89
L14	S 74°12'08" W	180.37
L15	S 86°45'28" W	118.26
L16	S 83°27'30" W	140.67
L17	S 50°07'14" W	81.70
L18	S 54°49'47" W	66.91
L19	S 47°51'16" W	27.42
L20	S 45°46'29" W	146.62
L21	S 40°31'58" W	20.68
L22	S 35°19'43" W	130.78
L23	S 44°47'19" W	51.80
L24	S 82°54'54" W	51.88
L25	N 33°28'47" W	21.82
L26	N 16°13'21" E	58.27
L27	N 08°42'09" W	82.62
L28	N 32°05'58" W	58.25
L29	N 85°38'18" W	43.13
L30	S 76°18'14" W	34.80
L31	S 69°22'54" W	58.17
L32	S 19°04'29" W	80.85
L33	S 32°11'32" E	80.54
L34	S 57°48'18" E	71.34
L35	S 18°26'57" E	13.67
L36	S 70°13'36" W	166.08
L37	S 55°22'14" W	138.84
L38	S 78°04'34" W	113.32

Line Information:

LINE	BEARING	DISTANCE
L39	N 82°55'25" W	38.44
L40	N 37°17'20" W	47.78
L41	N 04°38'52" W	51.40
L42	N 10°08'49" E	238.45
L43	N 05°27'32" E	176.40
L44	N 23°18'10" E	44.82
L45	N 41°11'53" E	74.46
L46	N 20°08'04" E	73.27
L47	N 85°08'15" W	83.89
L48	N 89°08'59" E	188.79
L49	N 22°35'27" E	78.25
L50	N 34°31'15" E	144.88
L51	N 41°28'06" E	68.58
L52	N 30°46'16" E	58.43
L53	N 71°34'46" E	58.33
L54	S 82°42'41" E	55.85
L55	S 57°31'44" E	255.63
L56	S 86°52'43" E	172.54
L57	S 80°58'18" E	100.86
L58	N 87°31'48" E	113.25
L59	S 77°17'02" E	51.71
L60	S 76°56'26" E	46.78
L61	S 18°52'13" E	31.13
L62	S 59°15'58" E	41.29
L63	N 38°25'05" E	10.75
L64	N 05°10'27" W	80.10
L65	N 26°34'17" W	36.88
L66	N 36°18'34" E	28.84
L67	N 27°01'23" E	84.20
L68	N 34°18'39" E	127.12
L69	S 86°54'36" E	158.41
L70	S 33°21'03" W	6.87
L71	S 33°53'48" W	7.59
L72	S 59°48'11" E	50.00
L73	S 59°21'44" E	173.18
L74	S 31°23'03" W	6.53
L75	S 11°08'50" E	121.00

SURVITECH SOLUTIONS, INC. SURVEYORS AND MAPPERS  
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 email: shrom@survitechsolutions.com http://www.survitechsolutions.com



PROJECT NO.: 20080189  
 PHASE: J  
 FIELD DATE: N/A



Conflicting  
Rights-of-Way  
Easements or Plats  
Affecting the Property

Rec 500 84 9485

Cherry Lake Road PROJECT#  
#3-1833 PARCELA

Doc 145

DRAINAGE EASEMENT

U.S. 803 PAGE 57  
BOOK A.D. 1983

Sperry

THIS EASEMENT, made the 8th day of December between George T. Cason and Lila L. Cason, his wife and R. Lamar Harrington and Eva Mae Harrington, his wife P. O. Box 910, Lakeland, Florida 33802 as first parties, and LAKE COUNTY, a Political Subdivision of the State of Florida, as the second party. 315 West Main Street, Tavares, Florida 32778

WITNESS, that the first parties, in consideration of the sum of One (\$1.00) Dollar and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the second party and its successors and assigns a perpetual Easement and right-of-way for the purpose of clearing, excavating, constructing and maintaining outfall and drainage ditches and drains in, upon and through the following described tract of land in Lake County, Florida, to-wit:

Lying within the following described centerlines a distance of 10 feet each side (20 feet total width).

Commence at the West 1/4 Corner of Section 3, TWP 22 South, Range 25 East, Lake County, Florida. Run N 89° 59' 02" E a distance of 336.54 feet along the north line of Government Lot 5 of said section, Thence run N 00° 00' 58" W a distance of 27.10 feet, Thence run N 89° 59' 02" E a distance of 748.44 feet along a line parallel to the north line of Government Lot 5, Thence run S 00° 05' 01" W a distance of 25.00 feet to the first Point-of-Beginning. From said first Point-of-Beginning run S 00° 05' 01" W a distance of 209.59 feet, Thence run S 49° 00' 26" W a distance of 120.65 feet. Return to the first Point-of-Beginning, run N 89° 59' 02" E a distance of 248.52 feet, Thence run S 00° 11' 43" W a distance of 767.80 feet, Thence run N 89° 11' 25" W a distance of 25.00 feet to the second Point-of-Beginning. From said second Point-of-Beginning run N 89° 11' 25" W a distance of 167.27 feet, Thence run N 39° 56' 01" W a distance of 100.23 feet.

THIS INSTRUMENT PREPARED BY:  
W. C. BEVEDUNI, P.E.  
PUBLIC WORKS COORDINATOR

Said drainage easement to be used for construction and maintenance of pipes.

TO HAVE AND TO HOLD the same unto the second party, its successors and assigns, together with immunity unto the second party, its successors or assigns, from all claims for damage, if any, arising from or growing out of such construction and/or maintenance, to the lands, if any, owned by the first party, lying adjacent or contiguous to the lands herein above described.

IN WITNESS THEREOF, first party, has hereunder set their hands and seals on this the day and year first above written.

Signed, Sealed, and Delivered in the presence of:

Lillian J. Levy  
WITNESS

George T. Cason  
George T. Cason  
Lila L. Cason  
Lila L. Cason

Cheryl A. Shadway  
WITNESS

R. Lamar Harrington  
R. Lamar Harrington

STATE OF FLORIDA  
COUNTY OF LAKE

Eva Mae Harrington  
Eva Mae Harrington

Before me, the undersigned authority, personally appeared George T. Cason Lila L. Cason, his wife and R. Lamar Harrington and

Eva Mae Harrington, his wife to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and they severally acknowledged before me that they executed the same freely and voluntarily for the use and purposes set forth, with full authority to do so.

WITNESS my hand and official seal this 23rd day of February A.D. 1984

Madeline St. Landrum  
NOTARY PUBLIC

Notary Public, State of Florida at Large  
My Commission Expires June 17, 1984  
MY COMMISSION EXPIRES



57-15

*Return to:*

This instrument prepared by  
and to be returned to:  
Stephen J. Bozarth, Esquire,  
DEAN, MEAD, EGERTON, BLOODWORTH,  
CAPOUANO & BOZARTH, P.A.  
Post Office Box 2346  
Orlando, Florida 32802

*On file  
94.50  
94.00*

91 31773

DRAINAGE EASEMENT

BOOK 1113 PAGE 2359

REC 41.00  
IF 5.50  
IND 7.00

THIS DRAINAGE EASEMENT AGREEMENT is made and entered into as of the 19<sup>th</sup> day of June, 1991, by and between CHERRY LAKE FARMS, a New York partnership, as Trustee under Land Trust Agreement CLFTB1 dated June 15, 1990 and LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990 (hereinafter collectively referred to as the "Grantors"), and CHERRY LAKE FARMS, a New York partnership, as Trustee under Land Trust Agreement CLFTA1, dated June 15, 1990 and LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTA2, dated June 15, 1990 (hereinafter collectively referred to as the "Grantees"), whose post office address is 625 Waltham Avenue, Orlando, Florida 32809.

(Wherever used herein, the terms "Grantors" and "Grantees" include all of the parties to this instrument and their respective assigns and successors-in-interest and/or title).

W I T N E S S E T H:

That the Grantors, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, paid by or on behalf of the Grantees, the receipt whereof is hereby acknowledged, do hereby give and grant to the Grantees a perpetual, nonexclusive easement for drainage purposes in, over, across, upon and through the real property (the "Easement Property"), described in Exhibit "B", attached hereto and made a part hereof, for drainage of and from the real property (the "Benefitted Property"), described in Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD said easement unto said Grantees forever.

The Grantees shall have full right and authority to enter upon the Easement Property and to install, excavate, construct, maintain, repair, replace, relocate, remove and/or reconstruct within, upon, under and through the Easement Property, or any part thereof, as the Grantees may deem appropriate, desirable or necessary, drainage ditches, pipes and other drainage structures or facilities. Additionally, the Grantees shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with the normal operation or maintenance of any drainage ditches, pipes or other drainage structures or facilities now existing or hereafter constructed, erected, placed, excavated, installed or maintained over, under, upon or through the Easement Property, or any part thereof. The Grantors agree not to build, install, maintain, construct or create, or permit others to build, construct install, maintain or create, upon or within the boundaries of the Easement Property any buildings or other improvements or structures which have the effect of interfering with the operation, maintenance, relocation, or repair of any drainage ditch, pipe or other drainage structures or facility, constructed, placed, excavated, erected, installed or maintained by Grantees within the boundaries of the Easement Property.

JUN 25 10 54 AM '91

The easements and rights granted hereunder by Grantors to Grantees are perpetual but nonexclusive, and the Grantors shall have and retain the right to utilize the Easement Property, or any part thereof, for any and all purposes which do not interfere with the construction, excavation, operation, maintenance, repair, replacement, relocation or removal of any drainage ditch, pipe or other drainage facilities or structures installed over, under or upon the Easement Property, or any part thereof, by Grantees.

BOOK 1113 PAGE 2360

Grantors and Grantees shall utilize the Easement Property and the rights and easements granted and reserved hereunder with due regard to the rights of the other parties to utilize the Easement Property and the easements and rights herein granted and reserved to the extent reasonably possible, taking into account, in all events, the paramount need and right of the Grantees to adequately drain the Benefitted Property over, under, upon and through the Easement Property. Grantors and Grantees shall cooperate with each other and with all applicable governmental authorities, agencies and entities, in connection with the excavation, installation, location, design, construction, maintenance, cleaning, relocation and repair of any drainage ditch, pipe or other drainage facilities or structures located in, under, across or upon the Easement Property to the end that such drainage ditch, pipe or other drainage facilities or structures shall be of such location, capacity, design and function as will be sufficient to permit Grantees to adequately drain the Benefitted Property.

The Grantors hereby covenant with said Grantees that Grantors are lawfully seized of the Easement Property in fee simple; that Grantors have good right and lawful authority to grant the herein granted easements and rights in, over, under, upon and across the Easement Property; that Grantors hereby fully warrant the title to such easement interest in the Easement Property and will defend the same against the lawful claims of all persons whomsoever; and that the Easement Property is free of all encumbrances except taxes accruing subsequent to December 31, 1990, and that certain Mortgage in favor of George T. Cason, Sr., Lila L. Cason, George T. Cason, Jr. Lucinda Lee Vaughn, Wingard Land Company, and Castle Development Associates, Ltd. dated as of June 15, 1990 and recorded June 22, 1990 in Official Records Book 1064, Page 1417, Public Records of Lake County, Florida (hereinafter referred to as the "Mortgage"). The Mortgage expressly provides that the easement rights granted hereunder are subordinate to the lien, operation and effect of the Mortgage. Grantees acknowledge that the easements and rights granted hereby and reserved hereunder are in all respects subject to compliance with all applicable statutes, ordinances and governmental rules and regulations which may pertain to or affect the Easement Property, the above mentioned ditches, pipes or other drainage structures or facilities, or the drainage rights and easements granted herein.

The provisions of this instrument are intended to run with the land and to benefit the Benefitted Property and to burden the Easement Property.

IN WITNESS WHEREOF, the Grantors and the Grantees have caused these presents to be executed and delivered and have intended the same to be and become effective as of the day and year first set forth above.

Signed, sealed and delivered  
in the presence of:

BOOK 1113 PAGE 2361

GRANTORS:

CHERRY LAKE FARMS, a New York  
partnership, as Trustee under Land  
Trust Agreement CLFTB1, dated June  
15, 1990

By: RED JACKET DEVELOPMENT  
CORPORATION, general partner

*Bryan H. Babcock*  
*Stephen J. Berman*

By: *L E White, Jr*  
Lawrence E. White,  
Vice President

*Bryan H. Babcock*  
*Stephen J. Berman*

*L E White, Jr*  
Lawrence E. White, as Trustee under  
that certain Land Trust Agreement  
LEWTB2, dated June 15, 1990

GRANTEES:

CHERRY LAKE FARMS, a New York  
partnership, as Trustee under Land  
Trust Agreement CLFTA1, dated June  
15, 1990

By: RED JACKET DEVELOPMENT  
CORPORATION, general partner

*Bryan H. Babcock*  
*Stephen J. Berman*

By: *L E White, Jr*  
Lawrence E. White,  
Vice President

*Bryan H. Babcock*  
*Stephen J. Berman*

*L E White, Jr*  
Lawrence E. White, as Trustee under  
that certain Land Trust Agreement  
LEWTA2, dated June 15, 1990

JOINDER, CONSENT AND SUBORDINATION

The undersigned being the owners and holders of the  
Mortgage referred to in the foregoing document, hereby join and  
consent to the foregoing instrument and the easements and rights  
granted or created therein or thereby and, to any extent  
required, hereby subordinate the lien, operation and effect of  
the Mortgage to all rights and easements granted, conveyed or  
created under or by virtue of the foregoing instrument.



Signed, sealed and delivered  
in the presence of:

BOOK 1113 PAGE 2362

Raymond H. Beland Lawrence E. White, Jr.  
Stephen D. Zarnik

GEORGE T. CASON, SR.,  
by Lawrence E. White, as Trustee  
under that certain Land Trust  
Agreement LEWTB2, dated June 15,  
1990, his attorney-in-fact pursuant  
to paragraph 10 of the Mortgage  
referred to above in this  
instrument (which Mortgage provides  
that the power of attorney therein  
granted is deemed in all respects  
"coupled with an interest" and  
irrevocable)

Raymond H. Beland Lawrence E. White, Jr.  
Stephen D. Zarnik

LILA L. CASON,  
by Lawrence E. White, as Trustee  
under that certain Land Trust  
Agreement LEWTB2, dated June 15,  
1990, her attorney-in-fact pursuant  
to paragraph 10 of the Mortgage  
referred to above in this  
instrument (which Mortgage provides  
that the power of attorney therein  
granted is deemed in all respects  
"coupled with an interest" and  
irrevocable)

Raymond H. Beland Lawrence E. White, Jr.  
Stephen D. Zarnik

GEORGE T. CASON, JR.,  
by Lawrence E. White, as Trustee  
under that certain Land Trust  
Agreement LEWTB2, dated June 15,  
1990, his attorney-in-fact pursuant  
to paragraph 10 of the Mortgage  
referred to above in this  
instrument (which Mortgage provides  
that the power of attorney therein  
granted is deemed in all respects  
"coupled with an interest" and  
irrevocable)

Raymond H. Beland Lawrence E. White, Jr.  
Stephen D. Zarnik

LUCINDA LEE VAUGHN.,  
by Lawrence E. White, as Trustee  
under that certain Land Trust  
Agreement LEWTB2, dated June 15,  
1990, her attorney-in-fact pursuant  
to paragraph 10 of the Mortgage  
referred to above in this  
instrument (which Mortgage provides  
that the power of attorney therein  
granted is deemed in all respects  
"coupled with an interest" and  
irrevocable)

*Regina G. Salent*  
*Stephen D. Bryant*

By: *Lawrence E. White*

Lawrence E. White, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, its attorney-in-fact pursuant to paragraph 10 of the Mortgage referred to above in this instrument (which Mortgage provides that the power of attorney therein granted is deemed in all respects "coupled with an interest" and irrevocable)

CASTLE DEVELOPMENT ASSOCIATES, LTD., a Florida limited partnership

By: LEW DEVELOPMENT CORP., a Florida corporation

*Regina G. Salent*  
*Stephen D. Bryant*

By: *Lawrence E. White*  
Lawrence E. White,  
Vice President

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, personally appeared LAWRENCE E. WHITE, well known to me to be a Vice President of RED JACKET DEVELOPMENT CORPORATION, a general partner of CHERRY LAKE FARMS, a New York general partnership, the sole Trustee under that certain Land Trust Agreement CLFTE1 dated June 15, 1990, and he acknowledged before me executing the foregoing instrument, as such officer, on behalf of said corporation, as such general partner, in its capacity as such Trustee, all in the presence of two subscribing witnesses, freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 14th day of June, 1991.

*Regina G. Salent*  
Notary Public - State of Florida  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 14, 1995  
BONDED THRU GENERAL TNS. UND.

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, personally appeared LAWRENCE E. WHITE, in his capacity as sole Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, and he acknowledged before me executing the foregoing instrument, as such Trustee, in the presence of two

subscribing witnesses, freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 19th day of June, 1991.

*Raymond H. Schenk*  
Notary Public - State of Florida  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 14, 1996  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, personally appeared LAWRENCE E. WHITE, well known to me to be a Vice President of RED JACKET DEVELOPMENT CORPORATION, a general partner of CHERRY LAKE FARMS, a New York general partnership, the sole Trustee under that certain Land Trust Agreement CLPTAL dated June 15, 1990, and he acknowledged before me executing the foregoing instrument, as such officer, on behalf of said corporation, as such general partner, in its capacity as such Trustee, all in the presence of two subscribing witnesses, freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 19th day of June, 1991.

*Raymond H. Schenk*  
Notary Public - State of Florida  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 14, 1996  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, personally appeared LAWRENCE E. WHITE, in his capacity as sole Trustee under that certain Land Trust Agreement LEWTA2, dated June 15, 1990, and he acknowledged before me executing the foregoing instrument, as such Trustee, in the presence of two subscribing witnesses, freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 19th day of June, 1991.

*Raymond H. Schenk*  
Notary Public - State of Florida  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 14, 1996  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, as attorney-in-fact for GEORGE T. CASON, SR. under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of GEORGE T. CASON, SR. as

his attorney-in-fact, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of June, 1991.

*Gregory G. Ballantyne*  
Notary Public - State of Florida  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 14, 1995  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, as attorney-in-fact for LILA L. CASON, under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of LILA L. CASON as her attorney-in-fact, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of June, 1991.

*Gregory G. Ballantyne*  
Notary Public - State of Florida  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 14, 1995  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, as attorney-in-fact for GEORGE T. CASON, JR. under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of GEORGE T. CASON, JR. as his attorney-in-fact, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of June, 1991.

*Gregory G. Ballantyne*  
Notary Public - State of Florida  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 14, 1995  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, as attorney-in-fact for LUCINDA LEE VAUGHN, under and by virtue of paragraph 10 of the Mortgage referred to in the

foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of LUCINDA LEE VAUGHN as her attorney-in-fact, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of June, 1991.

*Bryan N. Robert*  
Notary Public - State of Florida  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 14, 1995  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, as attorney-in-fact for WINGARD LAND COMPANY, a Florida corporation, under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of said corporation as its attorney-in-fact.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of June, 1991.

*Bryan N. Robert*  
Notary Public - State of Florida  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 14, 1995  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LAWRENCE E. WHITE, well known to me to be the Vice President of LEW DEVELOPMENT CORP., a Florida corporation, the managing and signatory General Partner of CASTLE DEVELOPMENT ASSOCIATES, LTD, a Florida limited partnership, and he acknowledged before me executing the foregoing instrument as such officer, on behalf of said corporation in its capacity as managing and signatory General Partner of said limited partnership.

WITNESS my hand and official seal in the State and County last aforesaid this 14th day of June, 1991.

*Bryan N. Robert*  
Notary Public - State of Florida  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 14, 1995  
BONDED THRU GENERAL INS. UND.

F:\re\sjb\13604gbr.35c

That part of Government Lot 5, Section 3, Township 22 South, Range 25 East; that part of the South 3/4 of Government Lot 8, Section 4, Township 22 South, Range 25 East; and that part of the NW 1/4 of the NE 1/4 of the NE 1/4 and the E 1/2 of the NW 1/4 of the NE 1/4, Section 9, Township 22 South, Range 25 East; all in Lake County, Florida, described as follows: Begin at the Northwest corner of aforesaid Government Lot 5 run N89°59'01"E 662.30 feet along the North line thereof; thence South 50.00 feet to the beginning of a curve concave Northwesterly and having a radius of 180.00 feet; thence run Southwesterly 219.91 feet along the arc thereof through a central angle of 70°00'00" to the end of said curve; thence run S70°00'00"W 60.00 feet to the beginning of a curve concave Easterly and having a radius of 270.00 feet; thence run Southwesterly and Southerly 480.66 feet along the arc thereof through a central angle of 102°00'00" to the end of said curve; thence run S21°00'00"E 240.00 feet to the beginning of a curve concave Southwesterly and having a radius of 380.00 feet; thence run Southeasterly 155.86 feet along the arc thereof through a central angle of 23°30'00" to the end of said curve; thence run S28°30'00"E 451.18 feet; thence S03°22'05"E 110.76 feet; thence S45°03'52"E 80.00 feet; thence S30°23'09"E 171.21 feet; thence S28°21'36"W 79.38 feet; thence S02°12'30"E 167.21 feet; thence S28°15'22"E 79.78 feet; thence N63°23'48"W 146.16 feet to a point of curvature, said curve being concave Southerly and having a radius of 120.00 feet; thence Southwesterly along the arc of said curve through a central angle of 49°43'23" an arc distance of 146.03 feet; thence S26°52'54"W 261.54 feet; thence S28°13'23"E 166.28 feet; thence S27°19'05"W 20.33 feet; thence S70°27'12"W 103.50 feet; thence S53°26'19"W 88.64 feet; thence S77°45'46"W 197.43 feet; thence S77°04'04"W 100.28 feet; thence S71°59'46"W 207.16 feet; thence S53°37'59"W 210.27 feet; thence S50°15'25"W 202.64 feet; thence S40°00'45"W 197.24 feet; thence S46°34'49"W 104.55 feet; thence S46°48'52"W 46.84 feet; thence N26°11'45"W 43.27 feet; thence N18°31'51"E 94.80 feet; thence N41°00'05"W 76.79 feet; thence S81°28'06"W 77.59 feet; thence S44°01'12"W 66.99 feet; thence S09°55'01"E 66.65 feet; thence S47°42'01"E 101.43 feet; thence S18°45'26"E 22.91 feet; thence S46°48'52"W 81.09 feet; thence S71°10'29"W 117.02 feet; thence S58°54'10"W 180.54 feet; thence S81°17'08"W 67.61 feet; thence N65°53'01"W 103.68 feet; thence N04°20'15"E 136.86 feet; thence N07°36'23"E 292.81 feet; thence N34°10'29"E 138.88 feet; thence N06°12'11"E 265.32 feet; thence N32°16'14"E 175.36 feet; thence N44°12'28"E 92.41 feet; thence N46°51'36"E 95.84 feet; thence S20°39'29"E 85.81 feet; thence S55°21'42"E 194.74 feet; thence S48°28'25"E 201.23 feet; thence S81°22'25"E 105.85 feet; thence N65°48'14"E 137.04 feet; thence S55°39'21"E 163.14 feet; thence N62°20'43"E 132.66 feet; thence N11°50'18"E 146.65 feet; thence N31°23'54"E 219.52 feet; thence N31°01'12"E 392.72 feet; thence N18°22'08"E 132.85 feet; thence N12°05'15"E 100.16 feet; thence N01°22'03"E 225.62 feet; thence N19°06'09"W 129.33 feet; thence N13°25'20"W 214.38 feet; thence N02°31'26"E 86.19 feet; thence N10°46'41"W 99.21 feet; thence N24°22'43"W 124.48 feet; thence N49°22'15"W 193.12 feet; thence N00°01'58"E 484.57 feet to the Point of Beginning; LESS Right of way of C-478.

MEMO: LEGIBILITY OF WRITING,  
TYPING OR PRINTING UNSATISFACTORY  
IN THIS DOCUMENT WHEN MICROFILMING

EXHIBIT "B"

BOOK 1113 PAGE 2368

That part of Government Lot 9, Section 3, Township 22 South, Range 23 East, Lake County, Florida, described as follows: From the Northwest corner of aforesaid Government Lot 9 run N89°59'02"E 462.30 feet along the North line thereof to the Point of Beginning; thence South 50.00 feet to the beginning of a curve concave Northwesterly and having a radius of 138.00 feet; thence run Southwesterly 110.91 feet along the arc thereof through a central angle of 70°00'00" to the end of said curve; thence run S70°00'00"W 40.00 feet to the beginning of a curve concave Easterly and having a radius of 270.00 feet; thence run Southwesterly and Southerly 480.66 feet along the arc thereof through a central angle of 103°00'00" to the end of said curve; thence run S32°00'00"E 248.00 feet to the beginning of a curve concave Southwesterly and having a radius of 380.00 feet; thence run Southeasterly 135.86 feet along the arc thereof through a central angle of 23°30'00" to the end of said curve; thence run S08°30'00"E 431.18 feet; thence S03°33'09"E 110.76 feet; thence S45°03'32"E 60.00 feet; thence S20°32'09"E 171.21 feet; thence S88°11'56"W 79.58 feet; thence S02°12'20"E 167.11 feet; thence S24°15'22"E 79.78 feet; thence N83°23'44"W 148.16 feet to a point of curvature, said curve being concave Southerly and having a radius of 120.00 feet; thence Southwesterly along the arc of said curve through a central angle of 49°43'22" an arc distance of 148.03 feet; thence S26°32'54"W 261.54 feet; thence S28°13'23"E 166.28 feet; thence N82°39'05"E 375.18 feet; thence N87°23'07"E 200.72 feet; thence N85°28'03"E 199.86 feet; thence N87°28'37"E 83.04 feet; thence N19°24'49"E 107.56 feet; thence S49°52'44"E 99.37 feet to the East line of Government Lot 9; thence N00°07'16"E 2224.21 feet to the Northeast corner of Government Lot 9; thence S89°50'02"W 714.48 feet to the Point of Beginning; LESS Right of Way of Cherry Lake Road Dist. Road No. 3-1837 as shown on the Maintenance Map approved January 4, 1985.

MEMO: LEGIBILITY OF WRITING,  
TYPING OR PRINTING UNSATISFACTORY  
IN THIS DOCUMENT WHEN MICROFILMING

RECEIVED FOR  
TF 550 EXCISE TAXES  
DOC. 60 JAMES C. WATKINS  
INT. 8 CLERK LAKE CO FL  
Ind 7.00 BY \_\_\_\_\_ D.C.

*Splid*

This instrument prepared by and to be returned to: em  
Stephen J. Bozarth, Esquire,  
DEAN, MEAD, EGERTON, BLOODWORTH,  
CAPOUANO & BOZARTH, P.A.  
Post Office Box 2346  
Orlando, Florida 32802

91 49480 CORRECTIVE DRAINAGE EASEMENT BOOK 1128 PAGE 1383

*Rec'd  
\$41.00  
TF 550  
Ind 7.00*

THIS DRAINAGE EASEMENT AGREEMENT is made and entered into as of the 19th day of June, 1991, by and between CHERRY LAKE FARMS, a New York partnership, as Trustee under Land Trust Agreement CLFTB1 dated June 15, 1990 and LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990 (hereinafter collectively referred to as the "Grantors"), and CHERRY LAKE FARMS, a New York partnership, as Trustee under Land Trust Agreement CLFTA1, dated June 15, 1990 and LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTA2, dated June 15, 1990 (hereinafter collectively referred to as the "Grantees"), whose post office address is 625 Waltham Avenue, Orlando, Florida 32809.

(Wherever used herein, the terms "Grantors" and "Grantees" include all of the parties to this instrument and their respective assigns and successors-in-interest and/or title).

W I T N E S S E T H:

That the Grantors, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, paid by or on behalf of the Grantees, the receipt whereof is hereby acknowledged, do hereby give and grant to the Grantees a perpetual, nonexclusive easement for drainage purposes in, over, across, upon and through the real property (the "Easement Property"), described in Exhibit "B", attached hereto and made a part hereof, for drainage of and from the real property (the "Benefitted Property"), described in Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD said easement unto said Grantees forever.

The Grantees shall have full right and authority to enter upon the Easement Property and to install, excavate, construct, maintain, repair, replace, relocate, remove and/or reconstruct within, upon, under and through the Easement Property, or any part thereof, as the Grantees may deem appropriate, desirable or necessary, drainage ditches, pipes and other drainage structures or facilities. Additionally, the Grantees shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with the normal operation or maintenance of any drainage ditches, pipes or other drainage structures or facilities now existing or hereafter constructed, erected, placed, excavated, installed or maintained over, under, upon or through the Easement Property, or any part thereof. The Grantors agree not to build, install, maintain, construct or create, or permit others to build, construct, install, maintain or create, upon or within the boundaries of the Easement Property any buildings or other improvements or structures which have the effect of interfering with the operation, maintenance, relocation, or repair of any drainage ditch, pipe or other drainage structures or facility, constructed, placed, excavated, erected, installed or maintained by Grantees within the boundaries of the Easement Property.

SEP 30 3 00 PM '91



The easements and rights granted hereunder by Grantors to Grantees are perpetual but nonexclusive, and the Grantors shall have and retain the right to utilize the Easement Property, or any part thereof, for any and all purposes which do not interfere with the construction, excavation, operation, maintenance, repair, replacement, relocation or removal of any drainage ditch, pipe or other drainage facilities or structures installed over, under or upon the Easement Property, or any part thereof, by Grantees.

BOOK 1128 PAGE 1384

Grantors and Grantees shall utilize the Easement Property and the rights and easements granted and reserved hereunder with due regard to the rights of the other parties to utilize the Easement Property and the easements and rights herein granted and reserved to the extent reasonably possible, taking into account, in all events, the paramount need and right of the Grantees to adequately drain the Benefitted Property over, under, upon and through the Easement Property. Grantors and Grantees shall cooperate with each other and with all applicable governmental authorities, agencies and entities, in connection with the excavation, installation, location, design, construction, maintenance, cleaning, relocation and repair of any drainage ditch, pipe or other drainage facilities or structures located in, under, across or upon the Easement Property to the end that such drainage ditch, pipe or other drainage facilities or structures shall be of such location, capacity, design and function as will be sufficient to permit Grantees to adequately drain the Benefitted Property.

The Grantors hereby covenant with said Grantees that Grantors are lawfully seized of the Easement Property in fee simple; that Grantors have good right and lawful authority to grant the herein granted easements and rights in, over, under, upon and across the Easement Property; that Grantors hereby fully warrant the title to such easement interest in the Easement Property and will defend the same against the lawful claims of all persons whomsoever; and that the Easement Property is free of all encumbrances except taxes accruing subsequent to December 31, 1990, and that certain Mortgage in favor of George T. Cason, Sr., Lila L. Cason, George T. Cason, Jr. Lucinda Lee Vaughn, Wingard Land Company, and Castle Development Associates, Ltd. dated as of June 15, 1990 and recorded June 22, 1990 in Official Records Book 1064, Page 1417, Public Records of Lake County, Florida (hereinafter referred to as the "Mortgage"). The Mortgage expressly provides that the lien, operation and effect of the Mortgage is subordinate to the easement rights granted hereunder. Grantees acknowledge that the easements and rights granted hereby and reserved hereunder are in all respects subject to compliance with all applicable statutes, ordinances and governmental rules and regulations which may pertain to or affect the Easement Property, the above mentioned ditches, pipes or other drainage structures or facilities, or the drainage rights and easements granted herein.

The provisions of this instrument are intended to run with the land and to benefit the Benefitted Property and to burden the Easement Property.

THIS IS A CORRECTIVE INSTRUMENT INTENDED TO CORRECT THAT CERTAIN DRAINAGE EASEMENT DATED JUNE 19, 1991 AND RECORDED JUNE 25, 1991 IN OFFICIAL RECORDS BOOK 1113 AT PAGE 2359, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND TO CORRECTLY REFLECT THAT THE MORTGAGE REFERRED TO ABOVE IS SUBORDINATE TO THE EASEMENT RIGHTS GRANTED IN OR BY VIRTUE OF SAID DRAINAGE EASEMENT.

IN WITNESS WHEREOF, the Grantors and the Grantees have caused these presents to be executed and delivered and have intended the same to be and become effective as of the day and year first set forth above.

Signed, sealed and delivered  
in the presence of:

GRANTORS:

CHERRY LAKE FARMS, a New York  
partnership, as Trustee under Land  
Trust Agreement CLFTB1, dated June  
15, 1990

BOOK 1128 PAGE 1385

By: RED JACKET DEVELOPMENT  
CORPORATION, general partner

Regina G. Babiak  
Name: REGINA G. BABIAK

By: Lawrence E. White, Jr.  
Lawrence E. White,  
Vice President

Pamella Jones  
Name: PAMELLA JONES

Regina G. Babiak  
Name: REGINA G. BABIAK

Lawrence E. White, Jr.  
Lawrence E. White, as Trustee under  
that certain Land Trust Agreement  
LEWTB2, dated June 15, 1990

Pamella Jones  
Name: PAMELLA JONES

GRANTEES:

CHERRY LAKE FARMS, a New York  
partnership, as Trustee under Land  
Trust Agreement CLFTA1, dated June  
15, 1990

By: RED JACKET DEVELOPMENT  
CORPORATION, general partner

Regina G. Babiak  
Name: REGINA G. BABIAK

By: Lawrence E. White, Jr.  
Lawrence E. White,  
Vice President

Pamella Jones  
Name: PAMELLA JONES

Regina G. Babiak  
Name: REGINA G. BABIAK

Lawrence E. White, Jr.  
Lawrence E. White, as Trustee under  
that certain Land Trust Agreement  
LEWTA2, dated June 15, 1990

Pamella Jones  
Name: PAMELLA JONES

JOINDER, CONSENT AND SUBORDINATION

The undersigned being the owners and holders of the  
Mortgage referred to in the foregoing document, hereby join and  
consent to the foregoing instrument and the easements and rights  
granted or created therein or thereby and, to any extent  
required, hereby subordinate the lien, operation and effect of  
the Mortgage to all rights and easements granted, conveyed or  
created under or by virtue of the foregoing instrument.

Signed, sealed and delivered  
in the presence of:

REGINA G. BABIAK  
Name: REGINA G. BABIAK

PAMELLA JONES  
Name: PAMELLA JONES

GEORGE T. CASON, SR.  
by Lawrence E. White, as Trustee  
under that certain Land Trust  
Agreement LEWTB2, dated June 15,  
1990, his attorney-in-fact pursuant  
to paragraph 10 of the Mortgage  
referred to above in this  
instrument (which Mortgage provides  
that the power of attorney therein  
granted is deemed in all respects  
"coupled with an interest" and  
irrevocable)

BOOK 1128 PAGE 1386

REGINA G. BABIAK  
Name: REGINA G. BABIAK

PAMELLA JONES  
Name: PAMELLA JONES

MILA L. CASON,  
by Lawrence E. White, as Trustee  
under that certain Land Trust  
Agreement LEWTB2, dated June 15,  
1990, her attorney-in-fact pursuant  
to paragraph 10 of the Mortgage  
referred to above in this  
instrument (which Mortgage provides  
that the power of attorney therein  
granted is deemed in all respects  
"coupled with an interest" and  
irrevocable)

REGINA G. BABIAK  
Name: REGINA G. BABIAK

PAMELLA JONES  
Name: PAMELLA JONES

GEORGE T. CASON, JR.,  
by Lawrence E. White, as Trustee  
under that certain Land Trust  
Agreement LEWTB2, dated June 15,  
1990, his attorney-in-fact pursuant  
to paragraph 10 of the Mortgage  
referred to above in this  
instrument (which Mortgage provides  
that the power of attorney therein  
granted is deemed in all respects  
"coupled with an interest" and  
irrevocable)

REGINA G. BABIAK  
Name: REGINA G. BABIAK

PAMELLA JONES  
Name: PAMELLA JONES

LUCINDA LEE VAUGHN.,  
by Lawrence E. White, as Trustee  
under that certain Land Trust  
Agreement LEWTB2, dated June 15,  
1990, her attorney-in-fact pursuant  
to paragraph 10 of the Mortgage  
referred to above in this  
instrument (which Mortgage provides  
that the power of attorney therein  
granted is deemed in all respects  
"coupled with an interest" and  
irrevocable)

WINGARD LAND COMPANY

Regina M. Babiak  
Name: REGINA E. BABIAK

FAMILLA JONES  
Name: FAMILLA JONES

By: Lawrence E. White  
Lawrence E. White, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, its attorney-in-fact pursuant to paragraph 10 of the Mortgage referred to above in this instrument (which Mortgage provides that the power of attorney therein granted is deemed in all respects "coupled with an interest" and irrevocable) BOOK 1128 PAGE 1357

CASTLE DEVELOPMENT ASSOCIATES, LTD., a Florida limited partnership

By: LEW DEVELOPMENT CORP., a Florida corporation

Regina M. Babiak  
Name: REGINA E. BABIAK

FAMILLA JONES  
Name: FAMILLA JONES

By: Lawrence E. White  
Lawrence E. White,  
Vice President

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, personally appeared LAWRENCE E. WHITE, well known to me to be a Vice President of RED JACKET DEVELOPMENT CORPORATION, a general partner of CHERRY LAKE FARMS, a New York general partnership, the sole Trustee under that certain Land Trust Agreement CLFTB1 dated June 15, 1990, and he acknowledged before me executing the foregoing instrument, as such officer, on behalf of said corporation, as such general partner, in its capacity as such Trustee, all in the presence of two subscribing witnesses, freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 24th day of September, 1991.

Regina M. Babiak  
Name: REGINA E. BABIAK  
Notary Public - State of Florida  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 74, 1995  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, personally appeared LAWRENCE E. WHITE, in his capacity as sole Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, and he acknowledged before me executing the foregoing instrument, as such Trustee, in the presence of two

subscribing witnesses, freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 24th day of September, 1991

BOOK 1128 PAGE 1388

*Regina G. Babiarz*  
Name: REGINA G. BABIARZ  
Notary Public - State of Florida  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF ORANGE

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 14, 1995  
BONDED THRU GENERAL INS. UND.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, personally appeared LAWRENCE E. WHITE, well known to me to be a Vice President of RED JACKET DEVELOPMENT CORPORATION, a general partner of CHERRY LAKE FARMS, a New York general partnership, the sole Trustee under that certain Land Trust Agreement CLPTAL dated June 15, 1990, and he acknowledged before me executing the foregoing instrument, as such officer, on behalf of said corporation, as such general partner, in its capacity as such Trustee, all in the presence of two subscribing witnesses, freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 24th day of September, 1991.

*Regina G. Babiarz*  
Name: REGINA G. BABIARZ  
Notary Public - State of Florida  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF ORANGE

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 14, 1995  
BONDED THRU GENERAL INS. UND.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, personally appeared LAWRENCE E. WHITE, in his capacity as sole Trustee under that certain Land Trust Agreement LEWTA2, dated June 15, 1990, and he acknowledged before me executing the foregoing instrument, as such Trustee, in the presence of two subscribing witnesses, freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 24th day of September, 1991.

*Regina G. Babiarz*  
Name: REGINA G. BABIARZ  
Notary Public - State of Florida  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF ORANGE

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 14, 1995  
BONDED THRU GENERAL INS. UND.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTA2, dated June 15, 1990, as attorney-in-fact for GEORGE T. CASON, SR. under

and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of GEORGE T. CASON, SR. as his attorney-in-fact, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of September, 1991.

BOOK 1128 PAGE 1389

*Regina G. Babiar*  
Name: REGINA G. BABIAR  
Notary Public - State of Florida  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF ORANGE

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 14, 1995  
BONDED THRU GENERAL INS. UND.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, as attorney-in-fact for LILA L. CASON, under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of LILA L. CASON as her attorney-in-fact, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of September, 1991.

*Regina G. Babiar*  
Name: REGINA G. BABIAR  
Notary Public - State of Florida  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF ORANGE

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 14, 1995  
BONDED THRU GENERAL INS. UND.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, as attorney-in-fact for GEORGE T. CASON, JR. under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of GEORGE T. CASON, JR. as his attorney-in-fact, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of September, 1991.

*Regina G. Babiar*  
Name: REGINA G. BABIAR  
Notary Public - State of Florida  
My Commission Expires:

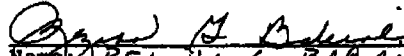
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 14, 1995  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, as attorney-in-fact for LUCINDA LEE VAUGHN, under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of LUCINDA LEE VAUGHN as her attorney-in-fact, for the uses and purposes therein expressed.

BOOK 1128 PAGE 1390

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of September, 1991.


  
Name: REGINA C. BASIAK  
Notary Public - State of Florida  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 14, 1995  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, as attorney-in-fact for WINGARD LAND COMPANY, a Florida corporation, under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of said corporation as its attorney-in-fact.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of September, 1991.


  
Name: REGINA C. BASIAK  
Notary Public - State of Florida  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 14, 1995  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, well known to me to be the Vice President of LEW DEVELOPMENT CORP., a Florida corporation, the managing and signatory General Partner of CASTLE DEVELOPMENT ASSOCIATES, LTD, a Florida limited partnership, and he acknowledged before me executing the foregoing instrument as such officer, on behalf of said corporation in its capacity as managing and signatory General Partner of said limited partnership.

WITNESS my hand and official seal in the State and County last aforesaid this 24th day of September, 1991.

  
Name: REGINA C. BASIAK  
Notary Public - State of Florida  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 14, 1995  
BONDED THRU GENERAL INS. UND.

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- 8 -

EXHIBIT "A"

BOOK 1128 PAGE 1391

That part of Government Lot 3, Section 3, Township 22 South, Range 25 East; that part of the South 3/4 of Government Lot 8, Section 4, Township 22 South, Range 25 East; and that part of the N 1/2 of the NE 1/4 of the NE 1/4 and the E 1/2 of the NW 1/4 of the NE 1/4, Section 9, Township 22 South, Range 25 East; all in Lake County, Florida, described as follows: Begin at the Northwest corner of aforesaid Government Lot 3 run N89°39'02"E 682.30 feet along the North line thereof; thence South 90.00 feet to the beginning of a curve concave Northwesterly and having a radius of 180.00 feet; thence run Southwesterly 219.91 feet along the arc thereof through a central angle of 70°00'00" to the end of said curve; thence run S70°00'00"W 90.00 feet to the beginning of a curve concave Easterly and having a radius of 270.00 feet; thence run Southwesterly and Southerly 480.66 feet along the arc thereof through a central angle of 181°00'00" to the end of said curve; thence run S32°00'00"E 240.00 feet to the beginning of a curve concave Southwesterly and having a radius of 380.00 feet; thence run Southeasterly 153.86 feet along the arc thereof through a central angle of 33°30'00" to the end of said curve; thence run S04°30'00"E 431.18 feet; thence S02°32'05"E 110.76 feet; thence S43°02'52"E 60.00 feet; thence S16°32'09"E 171.21 feet; thence S88°31'34"W 79.38 feet; thence S82°12'20"E 167.31 feet; thence S24°15'22"E 79.78 feet; thence N41°23'44"W 148.16 feet to a point of curvature, said curve being concave Southerly and having a radius of 120.00 feet; thence Southwesterly along the arc of said curve through a central angle of 69°42'22" on an arc distance of 146.02 feet; thence S26°52'54"W 261.54 feet; thence S38°13'23"E 166.28 feet; thence S82°39'05"W 30.22 feet; thence S70°27'12"W 102.59 feet; thence S85°26'19"W 98.84 feet; thence S77°45'48"W 197.43 feet; thence S77°04'04"W 100.38 feet; thence S71°39'48"W 207.16 feet; thence S55°37'59"W 210.27 feet; thence S90°15'25"W 202.61 feet; thence S40°06'45"W 187.34 feet; thence S46°34'49"W 104.53 feet; thence S64°48'52"W 46.84 feet; thence N26°11'49"W 42.27 feet; thence N18°31'51"E 94.60 feet; thence N41°00'03"W 76.79 feet; thence S81°28'06"W 77.39 feet; thence S44°01'13"W 66.89 feet; thence S09°53'01"E 46.43 feet; thence S47°43'01"E 101.43 feet; thence S14°43'28"E 22.91 feet; thence S66°48'52"W 81.09 feet; thence S71°19'29"W 117.02 feet; thence S38°54'10"W 180.54 feet; thence S81°17'08"W 67.61 feet; thence N45°33'01"W 103.69 feet; thence N04°29'15"E 188.66 feet; thence N07°26'29"E 292.81 feet; thence N34°18'29"E 138.68 feet; thence N06°12'11"E 263.32 feet; thence N33°36'14"E 175.28 feet; thence N44°12'38"E 93.41 feet; thence N66°54'18"E 93.64 feet; thence S80°38'38"E 65.81 feet; thence S55°21'42"E 194.74 feet; thence S48°28'35"E 201.23 feet; thence S81°22'35"E 185.85 feet; thence N85°48'14"E 137.84 feet; thence S55°39'21"E 143.14 feet; thence N82°30'43"E 122.66 feet; thence N11°58'18"E 146.85 feet; thence N31°30'54"E 219.53 feet; thence N31°01'12"E 392.72 feet; thence N18°22'00"E 132.85 feet; thence N12°03'15"E 100.16 feet; thence N01°22'02"E 225.62 feet; thence N19°06'09"W 120.22 feet; thence N13°25'20"W 214.26 feet; thence N02°21'16"E 66.18 feet; thence N10°48'41"W 99.21 feet; thence N24°22'43"W 124.48 feet; thence N49°32'19"W 193.12 feet; thence N89°01'38"E 484.57 feet to the Point of Beginning; LESS Right of way of C-478.



EXHIBIT "B"

BOOK 1128 PAGE 1392

That part of Government Lot 3, Section 3, Township 22 South, Range 25 East, Lake County, Florida, described as follows: From the Northwest corner of aforesaid Government Lot 3 run N89°59'02"E 682.28 feet along the North line thereof to the Point of Beginning; thence South 50.00 feet to the beginning of a curve concave Northwesterly and having a radius of 180.00 feet; thence run Southwesterly 213.51 feet along the arc thereof through a central angle of 70°00'00" to the end of said curve; thence run S70°00'00"W 60.00 feet to the beginning of a curve concave Easterly and having a radius of 270.00 feet; thence run Southwesterly and Southerly 480.66 feet along the arc thereof through a central angle of 102°00'00" to the end of said curve; thence run S32°00'00"E 240.00 feet to the beginning of a curve concave Southwesterly and having a radius of 380.00 feet; thence run Southeasterly 155.86 feet along the arc thereof through a central angle of 27°30'00" to the end of said curve; thence run S08°20'00"E 451.18 feet; thence S03°32'03"E 119.76 feet; thence S45°03'52"E 60.00 feet; thence S30°22'09"E 171.21 feet; thence S28°31'56"W 79.58 feet; thence S02°12'20"E 167.31 feet; thence S24°15'22"E 79.78 feet; thence N83°23'44"W 148.16 feet to a point of curvature, said curve being concave Southerly and having a radius of 120.00 feet; thence Southwesterly along the arc of said curve through a central angle of 69°43'22" an arc distance of 146.03 feet; thence S26°32'54"W 281.54 feet; thence S28°13'23"E 166.28 feet; thence N21°39'08"E 375.16 feet; thence N07°33'07"E 200.72 feet; thence N05°20'03"E 199.86 feet; thence N87°28'39"E 83.04 feet; thence N19°24'49"E 107.56 feet; thence S89°52'44"E 93.27 feet to the East line of Government Lot 3; thence N00°07'16"E 2224.21 feet to the Northeast corner of Government Lot 3; thence S89°59'03"W 714.48 feet to the Point of Beginning; LESS Right of Way of Cherry Lake Road Dist. Road No. 3-1833 as shown on the Maintenance Map approved January 4, 1985.

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91 48185

This instrument prepared by  
and to be returned to:  
Stephen J. Bozarth, Esquire,  
DEAN, MEAD, EGERTON, BLOODWORTH,  
CAPOUANO & BOZARTH, P.A.  
Post Office Box 2346  
Orlando, Florida 32802

REC-11900 RECEIVED FOR  
TF 6.50 EXCISE TAXES  
DOC. 60 JAMES C. WATKINS  
INT. 0 CLERK LAKE CO. FL.  
BY *[Signature]* D.C.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into as of the 23<sup>rd</sup> day of September, 1991, by and between CHERRY LAKE FARMS, a New York partnership, as Trustee under Land Trust Agreement CLFTB1 dated June 15, 1990 and LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990 (hereinafter collectively referred to as the "Grantors"), and CHERRY LAKE FARMS, a New York partnership, as Trustee under Land Trust Agreement CLFTA1, dated June 15, 1990 and LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTA2, dated June 15, 1990 (hereinafter collectively referred to as the "Grantees"), whose post office address is 525 Waltham Avenue, Orlando, Florida 32809.

(Wherever used herein, the terms "Grantors" and "Grantees" include all of the parties to this instrument and their respective assigns and successors-in-interest and/or title).

W I T N E S S E T H:

The Grantors own and hold an estate for years and a vested remainder fee simple interest, respectively, in and to the real property described in Exhibit "1". The Grantors, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, paid by or on behalf of the Grantees, the receipt whereof is hereby acknowledged, do hereby give and grant to the Grantees a perpetual, exclusive easement for drainage, irrigation and flowage in, over, across, upon and through the real property described in Exhibit "2", attached hereto and made a part hereof, the ditch and/or canal now or hereafter existing thereon, and the pond to which such ditch or canal now or hereafter connects, as such ditch, canal and/or pond may hereafter be enlarged, widened, deepened and/or reconfigured (the real property described in Exhibit "2" and the above-mentioned pond being hereinafter collectively referred to as the "Easement Property").

TO HAVE AND TO HOLD said easement unto said Grantees forever.

The Grantees shall have full right and authority to enter upon the Easement Property (together with real property lying contiguous to and within twenty (20) feet of the Easement Property) for the purpose of excavating, cleaning, deepening, and/or widening the ditch, canal and/or pond now or hereafter existing within the Easement Property and for the purpose of installing, constructing, maintaining, repairing, replacing, relocating, removing or reconstructing within, upon, under or through the Easement Property, or any part thereof, such pipes and other drainage, irrigation or flowage structures, apparatus or facilities as Grantees may deem appropriate, desirable or necessary. Additionally, the Grantees shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with the normal operation or maintenance of said pond or any ditch, canal, pipe or other structures or facilities now existing or hereafter constructed, erected, placed, excavated, installed or maintained over, under, upon or through the Easement Property, or any part thereof. The

SEP 23 2 25 PM '91

Grantors agree not to build, install, maintain, construct or create, or permit others to build, construct install, maintain or create, upon or within the boundaries of the property covered by this easement any buildings or other improvements or structures which have the effect of interfering with the excavation, traversing, cleaning, deepening, or widening of the pond, canal or ditch lying within the boundaries of the Easement Property or the operation, maintenance, relocation, or repair of any pipe or other drainage structure or facility, constructed, placed, excavated, erected, installed or maintained by Grantees within the boundaries of the Easement Property.

In connection with any cleaning, deepening, widening or other excavation of the pond, canal or ditch now or hereafter located within the boundaries of the Easement Property, the spoil and other materials removed from the pond, ditch or canal may be deposited or spread within or upon the Easement Property or the real property immediately adjacent thereto. Any cleaning, deepening, widening or reconfiguration of the pond, ditch or canal lying within the boundaries of the Easement Property shall be accomplished in accordance with applicable statutes, ordinances and governmental rules and regulations.

At the request of Grantees, Grantors shall join with Grantees in the dedication of the Easement Property, or any part thereof, to the public, and, in such event, Grantees and Grantors shall execute any and all documents reasonably necessary in order to terminate the easements and rights granted hereunder with respect to the portion of the Easement Property so dedicated. Grantees' rights hereunder shall be fully assignable to either a county, a municipality or other political subdivision of the State of Florida or to a property owners' association formed with respect to all or a portion of the real property (the "Benefitted Property") described in Exhibit "3", attached hereto and made a part hereof.

The Grantors hereby covenant with said Grantees that Grantors are lawfully seized of an estate for years and a vested remainder fee simple interest and estate in and to the Easement Property; that Grantors have good right and lawful authority to grant the herein granted easements and rights in, over, under, upon and across the Easement Property; and that the Easement Property is free of all encumbrances except taxes accruing subsequent to December 31, 1990, and that certain Mortgage in favor of George T. Cason, Sr., Lila L. Cason, George T. Cason, Jr. Lucinda Lee Vaughn, Wingard Land Company, and Castle Development Associates, Ltd. dated as of June 15, 1990 and recorded June 22, 1990 in Official Records Book 1064, Page 1417, Public Records of Lake County, Florida (hereinafter referred to as the "Mortgage"). The Mortgage expressly provides that the easement rights granted hereunder are prior and superior to the lien, operation and effect of the Mortgage.

The provisions of this instrument are intended to run with the land and to benefit the Benefitted Property and to burden the Easement Property.

IN WITNESS WHEREOF, the Grantors and the Grantees have caused these presents to be executed and delivered and have intended the same to be and become effective as of the day and year first set forth above.


Signed, sealed and delivered  
in the presence of:

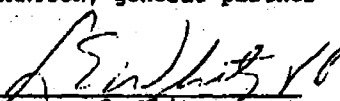
BOOK 1127 PAGE 1448


GRANTORS:

CHERRY LAKE FARMS, a New York  
partnership, as Trustee under Land  
Trust Agreement CLFTB1, dated June  
15, 1990

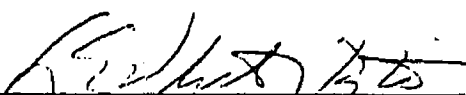
By: RED JACKET DEVELOPMENT  
CORPORATION, general partner

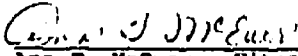
  
Michael L. Boswell - Witness

By:   
Lawrence E. White,  
Vice President

  
Ann T. McEver - Witness

  
Michael L. Boswell - Witness


  
Lawrence E. White, as Trustee under  
that certain Land Trust Agreement  
LEWTB2, dated June 15, 1990

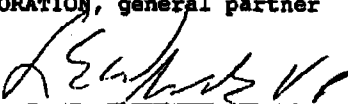
  
Ann T. McEver - Witness

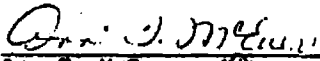
GRANTEES:


CHERRY LAKE FARMS, a New York  
partnership, as Trustee under Land  
Trust Agreement CLFTA1, dated June  
15, 1990

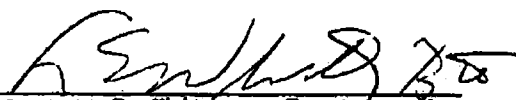
By: RED JACKET DEVELOPMENT  
CORPORATION, general partner

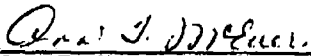
  
Michael L. Boswell - Witness

By:   
Lawrence E. White,  
Vice President

  
Ann T. McEver - Witness

  
Michael L. Boswell - Witness

  
Lawrence E. White, as Trustee under  
that certain Land Trust Agreement  
LEWTA2, dated June 15, 1990

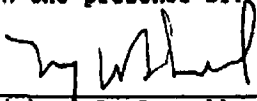
  
Ann T. McEver - Witness

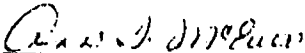
JOINDER, CONSENT AND SUBORDINATION

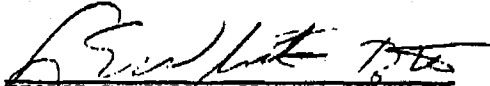
The undersigned being the owners and holders of the  
Mortgage referred to in the foregoing document, hereby join in  
and consent to the foregoing instrument and the easements and  
rights granted or created therein or thereby and, to any extent  
required, hereby subordinate the lien, operation and effect of  
the Mortgage to all rights and easements granted, conveyed or  
created under or by virtue of the foregoing instrument.


Signed, sealed and delivered  
in the presence of:

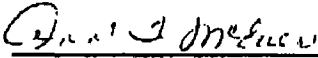
BOOK 1127 PAGE 1449

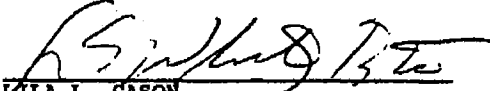
  
Michael L. Boswell - Witness

  
Ann T. McEver - Witness

  
GEORGE T. CASON, SR.,  
by Lawrence E. White, as Trustee  
under that certain Land Trust  
Agreement LEWTB2, dated June 15,  
1990, his attorney-in-fact pursuant  
to paragraph 10 of the Mortgage  
referred to above in this  
instrument (which Mortgage provides  
that the power of attorney therein  
granted is deemed in all respects  
"coupled with an interest" and  
irrevocable)

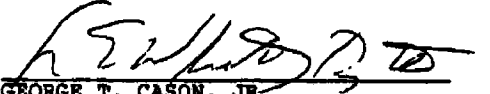
  
Michael L. Boswell - Witness

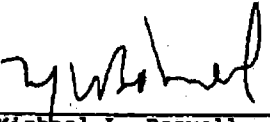
  
Ann T. McEver - Witness

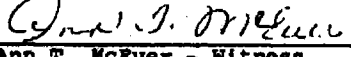
  
MILLA L. CASON,  
by Lawrence E. White, as Trustee  
under that certain Land Trust  
Agreement LEWTB2, dated June 15,  
1990, her attorney-in-fact pursuant  
to paragraph 10 of the Mortgage  
referred to above in this  
instrument (which Mortgage provides  
that the power of attorney therein  
granted is deemed in all respects  
"coupled with an interest" and  
irrevocable)


  
Michael L. Boswell - Witness

  
Ann T. McEver - Witness

  
GEORGE T. CASON, JR.,  
by Lawrence E. White, as Trustee  
under that certain Land Trust  
Agreement LEWTB2, dated June 15,  
1990, his attorney-in-fact pursuant  
to paragraph 10 of the Mortgage  
referred to above in this  
instrument (which Mortgage provides  
that the power of attorney therein  
granted is deemed in all respects  
"coupled with an interest" and  
irrevocable)

  
Michael L. Boswell - Witness

  
Ann T. McEver - Witness

  
LUCINDA LEE VAUGHN.,  
by Lawrence E. White, as Trustee  
under that certain Land Trust  
Agreement LEWTB2, dated June 15,  
1990, her attorney-in-fact pursuant  
to paragraph 10 of the Mortgage  
referred to above in this  
instrument (which Mortgage provides  
that the power of attorney therein  
granted is deemed in all respects  
"coupled with an interest" and  
irrevocable)

WINGARD LAND COMPANY

Michael L. Boswell  
Michael L. Boswell - Witness

Ann T. McEver  
Ann T. McEver - Witness

By: Lawrence E. White  
Lawrence E. White, as Trustee  
under that certain Land Trust  
Agreement LEWFB2, dated June 15,  
1990, its attorney-in-fact  
pursuant to paragraph 10 of  
the Mortgage referred to above  
in this instrument (which  
Mortgage provides that the power  
of attorney therein granted is  
deemed in all respects  
"coupled with an interest" and  
irrevocable)

CASTLE DEVELOPMENT ASSOCIATES,  
LTD., a Florida limited partnership

By: LEW DEVELOPMENT CORP., a  
Florida corporation

Michael L. Boswell  
Michael L. Boswell - Witness

Ann T. McEver  
Ann T. McEver - Witness

By: Lawrence E. White  
Lawrence E. White,  
Vice President

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, personally appeared LAWRENCE E. WHITE, well known to me to be a Vice President of RED JACKET DEVELOPMENT CORPORATION, a general partner of CHERRY LAKE FARMS, a New York general partnership, the sole Trustee under that certain Land Trust Agreement CLFTB1 dated June 15, 1990, and he acknowledged before me executing the foregoing instrument, as such officer, on behalf of said corporation, as such general partner, in its capacity as such Trustee, all in the presence of two subscribing witnesses, freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 23rd day of September, 1991.

Roberta J. Williams  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates



STATE OF FLORIDA  
COUNTY OF ORANGE

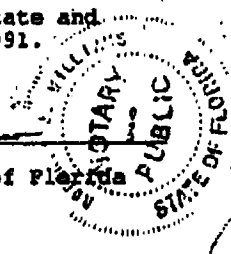
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid,

personally appeared LAWRENCE E. WHITE, in his capacity as sole Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, and he acknowledged before me executing the foregoing instrument, as such Trustee, in the presence of two subscribing witnesses, freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 23rd day of September, 1991.

*Roberta J. Williams*

Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates



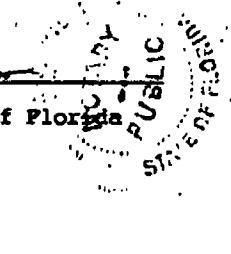
STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, personally appeared LAWRENCE E. WHITE, well known to me to be a Vice President of RED JACKET DEVELOPMENT CORPORATION, a general partner of CHERRY LAKE FARMS, a New York general partnership, the sole Trustee under that certain Land Trust Agreement CLFTA1 dated June 15, 1990, and he acknowledged before me executing the foregoing instrument, as such officer, on behalf of said corporation, as such general partner, in its capacity as such Trustee, all in the presence of two subscribing witnesses, freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 23rd day of September, 1991.

*Roberta J. Williams*

Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates



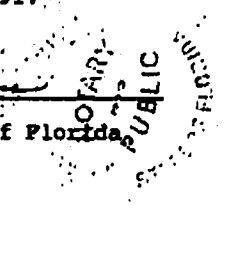
STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, personally appeared LAWRENCE E. WHITE, in his capacity as sole Trustee under that certain Land Trust Agreement LEWTA2, dated June 15, 1990, and he acknowledged before me executing the foregoing instrument, as such Trustee, in the presence of two subscribing witnesses, freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 23rd day of September, 1991.

*Roberta J. Williams*

Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates

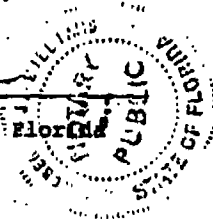


STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, as attorney-in-fact for GEORGE T. CASON, SR. under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of GEORGE T. CASON, SR. as his attorney-in-fact, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of September, 1991.

*Roberta J. Williams*  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates

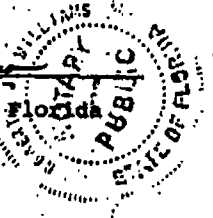


STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, as attorney-in-fact for LILA L. CASON, under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of LILA L. CASON as her attorney-in-fact, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of September, 1991.

*Roberta J. Williams*  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates



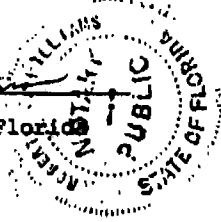
STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, as attorney-in-fact for GEORGE T. CASON, JR. under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of GEORGE T. CASON, JR. as his attorney-in-fact, for the uses and purposes therein expressed.



WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of September, 1991.

*Roberta J. Williams*  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
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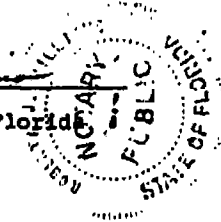


STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, as attorney-in-fact for LUCINDA LEE VAUGHN, under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of LUCINDA LEE VAUGHN as her attorney-in-fact, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of September, 1991.

*Roberta J. Williams*  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates



STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, as attorney-in-fact for WINGARD LAND COMPANY, a Florida corporation, under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of said corporation as its attorney-in-fact.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of September, 1991.

*Roberta J. Williams*  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates



STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, well known to me to be the Vice President of LEW DEVELOPMENT CORP., a

Florida corporation, the managing and signatory General Partner of CASTLE DEVELOPMENT ASSOCIATES, LTD, a Florida limited partnership, and he acknowledged before me executing the foregoing instrument as such officer, on behalf of said corporation in its capacity as managing and signatory General Partner of said limited partnership.

WITNESS my hand and official seal in the State and County last aforesaid this 23rd day of September, 1991.

*Roberta J. Williams*

Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates



## EXHIBIT "1"

That portion of Government Lot 5, Section 3, Township 22 South, Range 25 East, Lake County, Florida, described as follows:

From the intersection of the West line of aforesaid Government Lot 5 and the South right-of-way line of County Road 478 run East along said right-of-way line 680.00 feet to the Point of Beginning; thence leaving said right-of-way line run South 50.00 feet to the beginning of a curve concave Northwesterly and having a radius of 180.00 feet; thence run Southwesterly 219.91 feet along the arc thereof through a central angle of 70°00'00" to the end of said curve; thence run S70°00'00"W 60.00 feet to the beginning of a curve concave Easterly and having a radius of 270.00 feet; thence run Southwesterly and Southerly 480.66 feet along the arc thereof through a central angle of 102°00'00" to the end of said curve; thence run S32°00'00"E 240.00 feet to the beginning of a curve concave Southwesterly and having a radius of 380.00 feet; thence run Southeasterly 155.86 feet along the arc thereof through a central angle of 23°30'00" to the end of said curve; thence run S08°30'00"E 390.00 feet to the beginning of a curve concave Westerly and having a radius of 450.00 feet; thence run Southerly 109.96 feet along the arc thereof through a central angle of 49°00'00" to the beginning of a reverse curve concave Northeasterly and having a radius of 25.00 feet; thence run Southeasterly 21.38 feet along the arc thereof through a central angle of 14°00'00" to the beginning of a reverse curve concave Westerly and having a radius of 60.00 feet; thence run Southeasterly and Southwesterly 108.91 feet along the arc thereof through a central angle of 104°00'00"; thence along a radial line run S29°30'00"E 170.00 feet; thence N89°30'00"W 80.00 feet; thence S01°00'00"E 172.00 feet; thence S20°15'00"E 66.73 feet; thence N82°30'00"W 115.00 feet to the beginning of a curve concave Southeasterly and having a radius of 123.68 feet; thence run Southwesterly 148.95 feet along the arc thereof through a central angle of 69°00'00" to the end of said curve; thence run S28°30'00"W 265.00 feet; thence S05°00'00"E 220.00 feet; thence N78°24'27"E 324.11 feet; thence N81°27'35"E 225.42 feet; thence N89°58'02"E 246.90 feet; thence N87°18'13"E 171.24 feet; thence N58°06'28"E to the East line of aforesaid Government Lot 5; thence run Northerly along said East line of Government Lot 5 to the South right-of-way line of County Road 478; thence along said right-of-way line run West to the Point of Beginning.

CLFTB1/LEWTB2

A-1

EXHIBIT "2"

THAT PART OF GOVERNMENT LOT 5, SECTION 3, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE AFORESAID GOVERNMENT LOT 5 RUN THENCE N 89°59'02" E ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 5 A DISTANCE OF 680.00 FEET; THENCE S 00°00'00" E, 47.90 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 180.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°00'00", AN ARC LENGTH OF 219.81 FEET TO THE END OF SAID CURVE; THENCE S 70°00'00" W, 60.00 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 270.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 102°00'00", AN ARC LENGTH OF 480.88 FEET TO THE END OF SAID CURVE; THENCE S 32°00'00" E, 34.14 FEET TO THE POINT OF BEGINNING ; THENCE RUN N 61°48'18" E A DISTANCE OF 75.90 FEET; THENCE RUN N 84°58'26" E A DISTANCE OF 78.40 FEET; THENCE RUN S 12°19'43" E A DISTANCE OF 30.25 FEET; THENCE RUN S 84°58'25" W A DISTANCE OF 78.08 FEET; THENCE RUN S 61°45'15" W A DISTANCE OF 87.77 FEET; THENCE RUN N 32°00'00" W A DISTANCE OF 30.08 FEET TO THE POINT OF BEGINNING.

That part of Government Lot 5, Section 3, Township 22 South, Range 25 East; that part of the South 3/4 of Government Lot 8, Section 4, Township 22 South, Range 25 East; and that part of the N1/2 of the NE1/4 of the NE1/4 and the E1/2 of the NW1/4 of the NE1/4, Section 9, Township 22 South, Range 25 East; all in Lake County, Florida, described as follows:

Begin at the intersection of the West line of aforesaid Government Lot 5 and the South right-of-way line of County Road 478; thence run East along said right-of-way line 640.00 feet; thence leaving said right-of-way line run South 50.00 feet to the beginning of a curve concave Northwesterly and having a radius of 180.00 feet; thence run Southwesterly 219.91 feet along the arc thereof through a central angle of 70°00'00" to the end of said curve; thence run S70°00'00"W 60.00 feet to the beginning of a curve concave Easterly and having a radius of 270.00 feet; thence run Southwesterly and Southerly 480.66 feet along the arc thereof through a central angle of 102°00'00" to the end of said curve; thence run S32°00'00"E 240.00 feet to the beginning of a curve concave Southwesterly and having a radius of 380.00 feet; thence run Southeasterly 155.86 feet along the arc thereof through a central angle of 23°30'00" to the end of said curve; thence run S08°30'00"E 390.00 feet to the beginning of a curve concave Westerly and having a radius of 450.00 feet; thence run Southerly 109.96 feet along the arc thereof through a central angle of 14°00'00" to the beginning of a reverse curve concave Northwesterly and having a radius of 25.00 feet; thence run Southeasterly 21.38 feet along the arc thereof through a central angle of 49°00'00" to the beginning of a reverse curve concave Westerly and having a radius of 60.00 feet; thence run Southeasterly and Southwesterly 108.91 feet along the arc thereof through a central angle of 104°00'00"; thence along a radial line run S29°30'00"E 170.00 feet; thence N89°30'00"W 80.00 feet; thence S01°00'00"E 172.00 feet; thence S20°15'00"E 66.73 feet; thence N82°30'00"W 115.00 feet to the beginning of a curve concave Southeasterly and having a radius of 123.65 feet; thence run Southwesterly 148.95 feet along the arc thereof through a central angle of 69°00'00" to the end of said curve; thence run S28°30'00"W 265.00 feet; thence S05°00'00"E 220.00 feet; thence S77°28'17"W 340.54 feet; thence S67°55'13"W 209.67 feet; thence S59°30'18"W 210.90 feet; thence S46°16'39"W 398.33 feet; thence S51°58'42"W 186.02 feet; thence N15°51'00"W 106.30 feet; thence N53°50'34"W 86.27 feet; thence S38°04'28"W 83.11 feet; thence S19°12'00"E 149.47 feet; thence S59°01'33"W 143.93 feet; thence S64°56'02"W 262.00 feet; thence N86°51'42"W 84.09 feet; thence N31°07'45"W 78.33 feet; thence N01°03'52"W 199.42 feet; thence N14°56'50"E 95.80 feet; thence N06°22'25"E 88.12 feet; thence N08°51'45"E 113.05 feet; thence N27°41'44"E 181.18 feet; thence N06°10'01"E 197.68 feet; thence N35°57'06"E 352.24 feet; thence N79°51'44"E 69.31 feet; thence S61°22'54"E 277.53 feet; thence S70°11'07"E 220.53 feet; thence S86°02'46"E 247.94 feet; thence S71°52'53"E 188.35 feet; thence N30°22'40"E 90.88 feet; thence N07°18'38"W 102.89 feet; thence N33°21'48"E 185.49 feet; thence N32°29'30"E 282.05 feet; thence N24°44'22"E 347.50 feet; thence N09°16'10"E 98.67 feet; thence N27°46'16"W 104.75 feet; thence N21°41'08"E 117.61 feet; thence N14°55'41"W 441.20 feet; thence N28°30'26"W 179.58 feet; thence run Northwesterly to a point on the West line of aforementioned Government Lot 5; said point being 493.00 from the Point of Beginning; thence along said West line run Northerly 493.00 feet to the Point of Beginning.

CLFTA1/LEWTA2

2

This instrument prepared by and to be returned to: Stephen J. Bozarth, Esquire, DEAN, MEAD, EGERTON, BLOODWORTH, CAPOUANO & BOZARTH, P.A. Post Office Box 2346 Orlando, Florida 32802

REC 49.00 RECEIVED FOR TF 6.50 EXCISE TAXES DOC 6.0 JAMES C. WATKINS INT 8 CLERK LAKE CO FL BY [Signature] D.C.

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT is made and entered into as of the 13th day of September, 1991, by and between CHERRY LAKE FARMS, a New York partnership, as Trustee under Land Trust Agreement CLFTB1 dated June 15, 1990 and LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTF2, dated June 15, 1990 (hereinafter collectively referred to as the "Grantors"), and CHERRY LAKE FARMS, a New York partnership, as Trustee under Land Trust Agreement CLFTA1, dated June 15, 1990 and LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTA2, dated June 15, 1990 (hereinafter collectively referred to as the "Grantees"), whose post office address is 625 Waltham Avenue, Orlando, Florida 32809.

(Wherever used herein, the terms "Grantors" and "Grantees" include all of the parties to this instrument and their respective assigns and successors-in-interest and/or title).

WITNESSETH:

That the Grantors, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, paid by or on behalf of the Grantees, the receipt whereof is hereby acknowledged, do hereby give, grant and convey to the Grantees a perpetual, exclusive easement in, over, across, upon and through the real property (the "Easement Property"), described in Exhibit "1", attached hereto and made a part hereof, for the installation, repair, maintenance, removal and relocation of utilities, including, but not limited to, power lines, telephone lines, CATV lines, sewer lines, water lines, and gas lines, together with all pipes, poles, equipment, apparatus, personalty and/or fixtures pertaining or relating thereto, directly or indirectly (all of the above being hereinafter collectively referred to as "Utilities").

SEP 23 2 25 PM '91

TO HAVE AND TO HOLD said easement unto said Grantees forever.

The Grantees shall have full right and authority to enter upon the Easement Property (and also upon real property lying contiguous to and within five (5) feet of the Easement Property) and to install, construct, maintain, repair, replace, relocate, remove and/or reconstruct within, upon, under, over and through the Easement Property, or any part thereof, such Utilities as Grantees may deem appropriate, desirable or necessary. Additionally, the Grantees shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with the operation, maintenance, repair, replacement, relocation, removal and/or reconstruction of any Utilities now existing or hereafter constructed, erected, placed, installed or maintained over, under, upon or through the Easement Property, or any part thereof. The Grantors agree not to build, install, maintain, construct or create, or permit others to build, construct install, maintain or create, upon or within the boundaries of the Easement Property any buildings or other improvements or structures which will have the effect of interfering with the operation, maintenance, relocation, reconstruction, repair or removal of any Utilities constructed,

placed, erected, installed or maintained by Grantees within the boundaries of the Easement Property.

The Grantors hereby covenant with said Grantees that Grantors are lawfully seized of an estate for years and a vested remainder interest and estate in fee simple in and to the Easement Property; that Grantors have good right and lawful authority to grant the herein granted easements and rights in, over, under, upon and across the Easement Property; and that the Easement Property is free of all encumbrances except taxes accruing subsequent to December 31, 1990, and that certain Mortgage in favor of George T. Cason, Sr., Lila L. Cason, George T. Cason, Jr. Lucinda Lee Vaughn, Wingard Land Company, and Castle Development Associates, Ltd. dated as of June 15, 1990 and recorded June 22, 1990 in Official Records Book 1064, Page 1417, Public Records of Lake County, Florida (hereinafter referred to as the "Mortgage"). The Mortgage expressly provides that the easement rights granted hereunder are prior and superior to the lien, operation and effect of the Mortgage.

Grantees now own and hold title to the real property described in Exhibit "2", attached hereto and made a part hereof (the "Benefitted Property"). The Benefitted Property, or portions thereof, are intended to be served by the Utilities installed over, under, upon, or through the Easement Property. Accordingly, the rights and interests of the Grantees in and to the easements and rights granted hereunder shall be exercisable by Grantees and Grantees' successors-in-title with respect to all or any portion of the Benefitted Property.

IN WITNESS WHEREOF, the Grantors and the Grantees have caused these presents to be executed and delivered and have intended the same to be and become effective as of the day and year first set forth above.

Signed, sealed and delivered in the presence of:

GRANTORS:

CHERRY LAKE FARMS, a New York partnership, as Trustee under Land Trust Agreement CLFTB1, dated June 15, 1990

By: RED JACKET DEVELOPMENT CORPORATION, general partner

By: Lawrence E. White, Jr.  
Lawrence E. White,  
Vice President

Michael L. Boswell  
Michael L. Boswell - Witness

Ann T. McEver  
Ann T. McEver - Witness

Michael L. Boswell  
Michael L. Boswell - Witness

Ann T. McEver  
Ann T. McEver - Witness

Lawrence E. White, Jr.  
Lawrence E. White, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990

GRANTEES:

CHERRY LAKE FARMS, a New York partnership, as Trustee under Land Trust Agreement CLFTA1, dated June 15, 1990

By: RED JACKET DEVELOPMENT CORPORATION, general partner

By: Lawrence E. White, VP  
Lawrence E. White,  
Vice President

Michael L. Boswell  
Michael L. Boswell - Witness

Ann T. McEver  
Ann T. McEver - Witness

Michael L. Boswell  
Michael L. Boswell - Witness

Ann T. McEver  
Ann T. McEver - Witness

Lawrence E. White  
Lawrence E. White, as Trustee under that certain Land Trust Agreement LEWTA2, dated June 15, 1990

JOINDER, CONSENT AND SUBORDINATION

The undersigned being the owners and holders of the Mortgage referred to in the foregoing document, hereby join in and consent to the foregoing instrument and the easements and rights granted or created therein or thereby and, to any extent required, hereby subordinate the lien, operation and effect of the Mortgage to all rights and easements granted, conveyed or created under or by virtue of the foregoing instrument.

Signed, sealed and delivered in the presence of:

Michael L. Boswell  
Michael L. Boswell - Witness

Ann T. McEver  
Ann T. McEver - Witness

George T. Cason, Sr.  
GEORGE T. CASON, SR.,  
by Lawrence E. White, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, his attorney-in-fact pursuant to paragraph 10 of the Mortgage referred to above in this instrument (which Mortgage provides that the power of attorney therein granted is deemed in all respects "coupled with an interest" and irrevocable)

Michael L. Boswell  
Michael L. Boswell - Witness

Ann T. McEver  
Ann T. McEver - Witness

Zila L. Cason  
ZILA L. CASON,  
by Lawrence E. White, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, her attorney-in-fact pursuant to paragraph 10 of the Mortgage referred to above in this instrument (which Mortgage provides that the power of attorney therein granted is deemed in all respects "coupled with an interest" and irrevocable)



[Signature]  
Michael L. Boswell - Witness

[Signature]  
Ann T. McEver - Witness

[Signature]  
GEORGE T. CASON, JR.,  
by Lawrence E. White, as Trustee  
under that certain Land Trust  
Agreement LEWTB2, dated June 15,  
1990, his attorney-in-fact pursuant  
to paragraph 10 of the Mortgage  
referred to above in this  
instrument (which Mortgage provides  
that the power of attorney therein  
granted is deemed in all respects  
"coupled with an interest" and  
irrevocable)

[Signature]  
Michael L. Boswell - Witness

[Signature]  
Ann T. McEver - Witness

[Signature]  
LUCINDA LEE VAUGHN.,  
by Lawrence E. White, as Trustee  
under that certain Land Trust  
Agreement LEWTB2, dated June 15,  
1990, her attorney-in-fact pursuant  
to paragraph 10 of the Mortgage  
referred to above in this  
instrument (which Mortgage provides  
that the power of attorney therein  
granted is deemed in all respects  
"coupled with an interest" and  
irrevocable)

WINGARD LAND COMPANY

[Signature]  
Michael L. Boswell - Witness

[Signature]  
Ann T. McEver - Witness

By: [Signature]  
Lawrence E. White, as Trustee  
under that certain Land Trust  
Agreement LEWTB2, dated June 15,  
1990, its attorney-in-fact  
pursuant to paragraph 10 of  
the Mortgage referred to above  
in this instrument (which  
Mortgage provides that the power  
of attorney therein granted is  
deemed in all respects  
"coupled with an interest" and  
irrevocable)

CASTLE DEVELOPMENT ASSOCIATES,  
LTD., a Florida limited partnership

[Signature]  
Michael L. Boswell - Witness

[Signature]  
Ann T. McEver - Witness

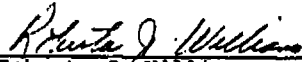
By: LEW DEVELOPMENT CORP., a  
Florida corporation  
[Signature]  
Lawrence E. White,  
Vice President

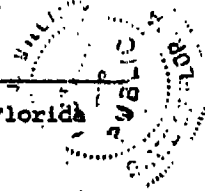
STATE OF FLORIDA  
COUNTY OF ORANGE

BOOK 1127 PAGE 1438

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, personally appeared LAWRENCE E. WHITE, well known to me to be a Vice President of RED JACKET DEVELOPMENT CORPORATION, a general partner of CHERRY LAKE FARMS, a New York general partnership, the sole Trustee under that certain Land Trust Agreement CLFTB1 dated June 15, 1990, and he acknowledged before me executing the foregoing instrument, as such officer, on behalf of said corporation, as such general partner, in its capacity as such Trustee, all in the presence of two subscribing witnesses, freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 23rd day of September, 1991.

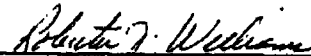
  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates




STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, personally appeared LAWRENCE E. WHITE, in his capacity as sole Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, and he acknowledged before me executing the foregoing instrument, as such Trustee, in the presence of two subscribing witnesses, freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 23rd day of September, 1991.


  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates

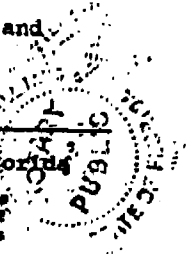


STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, personally appeared LAWRENCE E. WHITE, well known to me to be a Vice President of RED JACKET DEVELOPMENT CORPORATION, a general partner of CHERRY LAKE FARMS, a New York general partnership, the sole Trustee under that certain Land Trust Agreement CLFTA1 dated June 15, 1990, and he acknowledged before me executing the foregoing instrument, as such officer, on behalf of said corporation, as such general partner, in its capacity as such Trustee, all in the presence of two subscribing witnesses, freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 23rd day of September, 1991.

  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates



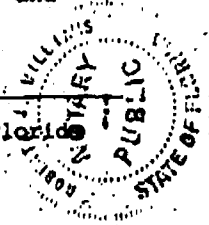
- 5 -

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, personally appeared LAWRENCE E. WHITE, in his capacity as sole Trustee under that certain Land Trust Agreement LEWTA2, dated June 15, 1990, and he acknowledged before me executing the foregoing instrument, as such Trustee, in the presence of two subscribing witnesses, freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 23rd day of September, 1991.

*Roberta J. Williams*  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates

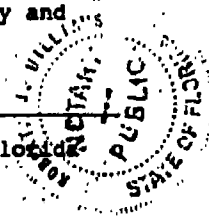


STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTA2, dated June 15, 1990, as attorney-in-fact for GEORGE T. CASON, SR. under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of GEORGE T. CASON, SR. as his attorney-in-fact, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of September, 1991.

*Roberta J. Williams*  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates



STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTA2, dated June 15, 1990, as attorney-in-fact for LILA L. CASON, under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of LILA L. CASON as her attorney-in-fact, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of September, 1991.

*Roberta J. Williams*  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates

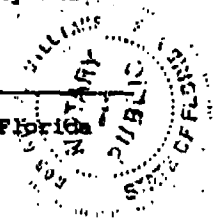


STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, as attorney-in-fact for GEORGE T. CASON, JR. under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of GEORGE T. CASON, JR. as his attorney-in-fact, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of September, 1991.

*Roberta J. Williams*  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates



STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, as attorney-in-fact for LUCINDA LEE VAUGHN, under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of LUCINDA LEE VAUGHN as her attorney-in-fact, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of September, 1991.

*Roberta J. Williams*  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates

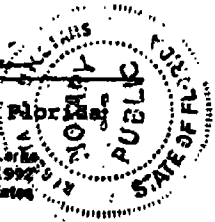


STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, as attorney-in-fact for WINGARD LAND COMPANY, a Florida corporation, under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of said corporation as its attorney-in-fact.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of September, 1991.

*Roberta J. Williams*  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates

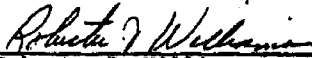


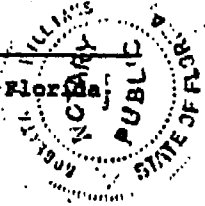
STATE OF FLORIDA  
COUNTY OF ORANGE

BOOK 1127 PAGE 1441

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LAWRENCE E. WHITE, well known to me to be the Vice President of LEW DEVELOPMENT CORP., a Florida corporation, the managing and signatory General Partner of CASTLE DEVELOPMENT ASSOCIATES, LTD, a Florida limited partnership, and he acknowledged before me executing the foregoing instrument as such officer, on behalf of said corporation in its capacity as managing and signatory General Partner of said limited partnership.

WITNESS my hand and official seal in the State and County last aforesaid this 27th day of September, 1991.

  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates



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- 8 -

THAT PART OF GOVERNMENT LOT 5, SECTION 3, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE AFORESAID GOVERNMENT LOT 5 RUN THENCE N 89°59'02" E ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 5 A DISTANCE OF 680.00 FEET; THENCE S 00°00'00" E, 47.90 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 180.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°00'00", AN ARC LENGTH OF 219.91 FEET TO THE END OF SAID CURVE; THENCE S 70°00'00" W, 60.00 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 270.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 102°00'00", AN ARC LENGTH OF 480.68 FEET TO THE END OF SAID CURVE; THENCE S 32°00'00" E, 240.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 380.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°30'00", AN ARC LENGTH OF 165.88 FEET TO THE END OF SAID CURVE; THENCE S 08°30'00" E, 100.86 FEET TO THE POINT OF BEGINNING AND A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 35.00 FEET, SAID POINT BEARS S 37°05'05" W OF THE CENTER OF SAID CURVE; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°59'46", AN ARC LENGTH OF 32.37 FEET TO THE END OF SAID CURVE; THENCE RUN N 74°05'18" E A DISTANCE OF 379.80 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 350.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°58'05", AN ARC LENGTH OF 97.34 FEET TO THE END OF SAID CURVE; THENCE RUN S 89°58'36" E A DISTANCE OF 213.94 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°49'41", AN ARC LENGTH OF 84.87 FEET TO THE END OF SAID CURVE; THENCE RUN S 0°11'43" W A DISTANCE OF 138.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET, SAID BEGINNING OF CURVE BEARS S 89°48'17" E OF THE CENTER OF SAID CURVE; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°10'18", AN ARC LENGTH OF 85.08 FEET TO THE END OF SAID CURVE; THENCE RUN N 89°58'36" W A DISTANCE OF 175.71 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 111°04'46", AN ARC LENGTH OF 67.85 FEET TO THE END OF SAID CURVE; THENCE RUN S 21°03'22" E A DISTANCE OF 310.72 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 383.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°10'39", AN ARC LENGTH OF 141.56 FEET TO THE END OF SAID CURVE; THENCE RUN S 0°07'16" W A DISTANCE OF 305.02 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 183.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°18'11", AN ARC LENGTH OF 48.88 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 107°28'40", AN ARC LENGTH OF 48.87 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE RUN SOUTHEASTERLY, SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 253°10'05", AN ARC LENGTH OF 295.12 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 107°28'40", AN ARC LENGTH OF 48.87 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 183.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°27'16", AN ARC LENGTH OF 105.85 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°21'56", AN ARC LENGTH OF 84.88 FEET TO THE END OF SAID CURVE; THENCE RUN S 2°10'29" E A DISTANCE OF 82.88 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°28'47", AN ARC LENGTH OF 27.78 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE RUN SOUTHERLY,

WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  
 260°33'30", AN ARC LENGTH OF 281.23 FEET TO THE END OF SAID CURVE AND THE  
 BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 35.00  
 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
 ANGLE OF 43°04'43", AN ARC LENGTH OF 26.92 FEET TO THE END OF SAID CURVE;  
 THENCE RUN N 2°10'29" W A DISTANCE OF 98.77 FEET TO THE BEGINNING OF A CURVE  
 CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE RUN  
 NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  
 63°47'25", AN ARC LENGTH OF 81.18 FEET TO THE END OF SAID CURVE; THENCE RUN  
 N 85°57'54" W A DISTANCE OF 170.73 FEET TO THE BEGINNING OF A CURVE CONCAVE  
 NORTHEASTERLY AND HAVING A RADIUS OF 233.00 FEET; THENCE RUN NORTHWESTERLY  
 ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°37'17", AN ARC  
 LENGTH OF 14.73 FEET TO THE END OF SAID CURVE; THENCE RUN N 82°20'37" W  
 A DISTANCE OF 39.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY  
 AND HAVING A RADIUS OF 183.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC  
 OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°08'11", AN ARC LENGTH OF 77.09  
 FEET TO THE END OF SAID CURVE; THENCE RUN N 20°15'00" W A DISTANCE OF 41.75  
 FEET; THENCE RUN N 1°00'00" W A DISTANCE OF 54.54 FEET; THENCE RUN  
 S 82°39'05" E A DISTANCE OF 81.37 FEET TO THE BEGINNING OF A CURVE CONCAVE  
 NORTHEASTERLY AND HAVING A RADIUS OF 117.00 FEET; THENCE RUN SOUTHEASTERLY  
 ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°41'32", AN ARC  
 LENGTH OF 60.63 FEET TO THE END OF SAID CURVE; THENCE RUN S 82°20'37" E A  
 DISTANCE OF 39.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND  
 HAVING A RADIUS OF 187.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF  
 SAID CURVE THROUGH A CENTRAL ANGLE OF 3°37'17", AN ARC LENGTH OF 10.86 FEET TO  
 THE END OF SAID CURVE; THENCE RUN S 85°57'54" E A DISTANCE OF 281.38 FEET TO  
 THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 117.00  
 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
 ANGLE OF 93°54'49", AN ARC LENGTH OF 191.76 FEET TO THE END OF SAID CURVE;  
 THENCE RUN N 0°05'07" E A DISTANCE OF 180.82 FEET TO THE BEGINNING OF A CURVE  
 CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE RUN  
 NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  
 90°05'07", AN ARC LENGTH OF 85.03 FEET TO THE END OF SAID CURVE; THENCE RUN  
 WEST A DISTANCE OF 377.70 FEET TO THE BEGINNING OF A CURVE CONCAVE  
 NORTHEASTERLY AND HAVING A RADIUS OF 183.00 FEET; THENCE RUN NORTHWESTERLY  
 ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°03'35", AN ARC  
 LENGTH OF 87.26 FEET TO THE END OF SAID CURVE; THENCE RUN N 68°58'25" W A  
 DISTANCE OF 48.20 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND  
 HAVING A RADIUS OF 35.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID  
 CURVE THROUGH A CENTRAL ANGLE OF 16°28'04", AN ARC LENGTH OF 10.08 FEET TO THE  
 END OF SAID CURVE AND A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A  
 RADIUS OF 80.00 FEET, SAID POINT BEARS S 53°26'05" E OF THE CENTER OF SAID  
 CURVE; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
 ANGLE OF 74°13'11", AN ARC LENGTH OF 77.72 FEET TO THE END OF SAID CURVE AND  
 THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET;  
 THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE  
 OF 14°43'42", AN ARC LENGTH OF 6.43 FEET TO THE END OF SAID CURVE AND A POINT  
 ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET, SAID  
 POINT BEARS S 48°18'05" W OF THE CENTER OF SAID CURVE; THENCE RUN  
 SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  
 27°14'30", AN ARC LENGTH OF 16.64 FEET TO THE END OF SAID CURVE; THENCE RUN  
 S 68°58'25" E A DISTANCE OF 73.78 FEET TO THE BEGINNING OF A CURVE CONCAVE  
 NORTHEASTERLY AND HAVING A RADIUS OF 117.00 FEET; THENCE RUN SOUTHEASTERLY  
 ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°03'35", AN ARC  
 LENGTH OF 43.00 FEET TO THE END OF SAID CURVE; THENCE RUN S 90°00'00" E A  
 DISTANCE OF 377.85 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY  
 AND HAVING A RADIUS OF 35.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF  
 SAID CURVE THROUGH A CENTRAL ANGLE OF 92°16'24", AN ARC LENGTH OF 56.37 FEET  
 TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY  
 AND HAVING A RADIUS OF 317.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF  
 SAID CURVE THROUGH A CENTRAL ANGLE OF 18°48'58", AN ARC LENGTH OF 103.92 FEET  
 TO THE END OF SAID CURVE; THENCE RUN N 21°03'22" W A DISTANCE OF 342.89 FEET  
 TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF  
 35.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A

CENTRAL ANGLE OF 84°51'19", AN ARC LENGTH OF 51.84 FEET TO THE END OF SAID CURVE; THENCE RUN S 74°08'18" W A DISTANCE OF 383.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 95.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°10'23", AN ARC LENGTH OF 23.32 FEET TO THE END OF SAID CURVE; THENCE RUN N 6°30'00" W A DISTANCE OF 88.18 FEET TO THE POINT OF BEGINNING.

B-3 -- PARCEL 2

THAT PART OF GOVERNMENT LOT 5, SECTION 3, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE AFORESAID GOVERNMENT LOT 5 RUN THENCE N 89°59'02" E ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 5 A DISTANCE OF 680.00 FEET; THENCE S 00°00'00" E, 47.90 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 180.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°00'00", AN ARC LENGTH OF 219.81 FEET TO THE END OF SAID CURVE; THENCE S 70°00'00" W, 80.00 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 270.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 102°00'00", AN ARC LENGTH OF 480.88 FEET TO THE END OF SAID CURVE; THENCE S 32°00'00" E, 240.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 380.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°30'00", AN ARC LENGTH OF 186.86 FEET TO THE END OF SAID CURVE; THENCE S 09°30'00" E, 800.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 450.00 FEET, SAID BEGINNING OF CURVE BEARS EAST OF THE CENTER OF SAID CURVE; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°00'02", AN ARC LENGTH OF 108.86 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°59'58", AN ARC LENGTH OF 21.38 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 80.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 104°00'08", AN ARC LENGTH OF 108.91 FEET TO THE END OF SAID CURVE; THENCE S 29°30'00" E, 170.00 FEET; THENCE N 89°30'00" W, 80.00'; THENCE S 01°00'00" W 172.00 FEET; THENCE S 20°15'00" E, 68.73 FEET; THENCE N 82°30'00" W, 115.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 123.68 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°00'08", AN ARC LENGTH OF 148.95 FEET TO THE END OF SAID CURVE; THENCE S 28°30'00" W, 18.49 FEET TO THE POINT OF BEGINNING AND A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET, SAID POINT BEARS S 78°19'18" W OF THE CENTER OF SAID CURVE; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°57'55", AN ARC LENGTH OF 24.41 FEET TO THE END OF SAID CURVE; THENCE RUN S 54°44'39" E A DISTANCE OF 180.74 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 37.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°48'33", AN ARC LENGTH OF 28.29 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE RUN SOUTHEASTERLY, SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 267°37'06", AN ARC LENGTH OF 280.25 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 37.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°48'33", AN ARC LENGTH OF 28.29 FEET TO THE END OF SAID CURVE; THENCE RUN N 54°44'39" W A DISTANCE OF 185.11 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°20'26", AN ARC LENGTH OF 31.97 FEET TO THE END OF SAID CURVE; THENCE RUN N 28°30'00" E A DISTANCE OF 88.40 FEET TO THE POINT OF BEGINNING.



That part of Government Lot 5, Section 3, Township 22 South, Range 25 East; that part of the South 3/4 of Government Lot 8, Section 4, Township 22 South, Range 25 East; and that part of the N1/2 of the NE1/4 of the NE1/4 and the E1/2 of the NW1/4 of the NE1/4, Section 9, Township 22 South, Range 25 East; all in Lake County, Florida, described as follows:

Begin at the intersection of the West line of aforesaid Government Lot 5 and the South right-of-way line of County Road 478; thence run East along said right-of-way line 680.00 feet; thence leaving said right-of-way line run South 50.00 feet to the beginning of a curve concave Northwesterly and having a radius of 180.00 feet; thence run Southwesterly 219.91 feet along the arc thereof through a central angle of 70°00'00" to the end of said curve; thence run S70°00'00"W 60.00 feet to the beginning of a curve concave Easterly and having a radius of 270.00 feet; thence run Southwesterly and Southerly 480.66 feet along the arc thereof through a central angle of 102°00'00" to the end of said curve; thence run S32°00'00"E 240.00 feet to the beginning of a curve concave Southwesterly and having a radius of 380.00 feet; thence run Southeasterly 155.86 feet along the arc thereof through a central angle of 23°30'00" to the end of said curve; thence run S08°30'00"E 390.00 feet to the beginning of a curve concave Westerly and having a radius of 450.00 feet; thence run Southerly 109.96 feet along the arc thereof through a central angle of 14°00'00" to the beginning of a reverse curve concave North-easterly and having a radius of 25.00 feet; thence run Southeasterly 21.38 feet along the arc thereof through a central angle of 49°00'00" to the beginning of a reverse curve concave Westerly and having a radius of 60.00 feet; thence run Southeasterly and Southwesterly 108.91 feet along the arc thereof through a central angle of 184°00'00"; thence along a radial line run S29°30'00"E 170.00 feet; thence N89°30'00"W 80.00 feet; thence S01°00'00"E 172.00 feet; thence S20°15'00"E 66.73 feet; thence N82°30'00"W 115.00 feet to the beginning of a curve concave Southeasterly and having a radius of 123.68 feet; thence run Southwesterly 148.95 feet along the arc thereof through a central angle of 69°00'00" to the end of said curve; thence run S28°30'00"W 265.00 feet; thence S05°00'00"E 220.00 feet; thence S77°28'17"W 340.54 feet; thence S67°55'13"W 209.67 feet; thence S59°30'18"W 210.90 feet; thence S46°16'39"W 398.33 feet; thence S51°58'42"W 186.02 feet; thence N15°51'00"W 106.30 feet; thence N53°50'34"W 86.27 feet; thence S38°04'28"W 83.11 feet; thence S19°11'00"E 149.47 feet; thence S59°01'33"W 143.93 feet; thence S64°56'02"W 262.00 feet; thence N86°51'42"W 84.09 feet; thence N31°07'45"W 78.33 feet; thence N01°03'52"W 199.42 feet; thence N14°56'50"E 95.80 feet; thence N06°22'25"E 88.12 feet; thence N08°51'45"E 113.05 feet; thence N27°41'44"E 181.18 feet; thence N06°10'01"E 197.68 feet; thence N35°57'06"E 352.24 feet; thence N79°51'44"E 69.31 feet; thence S61°22'54"E 277.53 feet; thence S70°11'07"E 220.53 feet; thence S86°02'46"E 247.94 feet; thence S71°52'53"E 188.35 feet; thence N30°22'40"E 90.88 feet; thence N07°18'38"W 102.89 feet; thence N33°21'48"E 185.49 feet; thence N32°29'30"E 282.05 feet; thence N24°44'22"E 347.50 feet; thence N09°16'10"E 98.67 feet; thence N27°46'16"W 104.75 feet; thence N21°41'08"E 117.61 feet; thence N14°55'41"W 441.20 feet; thence N28°30'26"W 179.58 feet; thence run Northwesterly to a point on the West line of aforesaid Government Lot 5; said point being 493.00 from the Point of Beginning; thence along said West line run Northerly 493.00 feet to the Point of Beginning.

CLPTA1/LEWIA2

This instrument prepared by  
and to be returned to:  
Stephen J. Bozarth, Esquire,  
DEAN, MEAD, EGERTON, BLOODWORTH,  
CAPOUANO & BOZARTH, P.A.  
Post Office Box 2346  
Orlando, Florida 32802

REC 49.00 RECEIVED FOR  
TF 6.50 EXCISE TAXES  
DOC 160 JAMES C. WATKINS  
INT 10 CLERK LAKE CO FL  
BY *[Signature]* D.C.

57

EASEMENT FOR INGRESS AND EGRESS

THIS EASEMENT FOR INGRESS AND EGRESS is made, executed and delivered as of the 23<sup>rd</sup> day of September, 1991, by CHERRY LAKE FARMS, a New York partnership, as Trustee under Land Trust Agreement CLFTB1 dated June 15, 1990 and LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990 (hereinafter collectively referred to as the "Grantors"), to and in favor of CHERRY LAKE FARMS, a New York partnership, as Trustee under Land Trust Agreement CLFTA1, dated June 15, 1990 and LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTA2, dated June 15, 1990 (hereinafter collectively referred to as the "Grantees"), whose post office address is 625 Waltham Avenue, Orlando, Florida 32809.

(Wherever used herein, the terms "Grantors" and "Grantees" include all of the parties to this instrument and their respective assigns and successors-in-interest and/or title).

W I T N E S S E T H:

That the Grantors, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, paid by or on behalf of the Grantees, the receipt whereof is hereby acknowledged, do hereby give, grant and convey to the Grantees a perpetual, nonexclusive easement for ingress and egress over, across, upon and through the real property (the "Easement Property"), described in Exhibit "1", attached hereto and made a part hereof, together with the right to construct and maintain upon and across the Easement Property a roadway and related facilities and appurtenances (the "Roadway").

TO HAVE AND TO HOLD said easement unto said Grantees forever.

The Grantees shall have full right and authority to enter upon the Easement Property (and a parcel of property twenty (20) feet in width contiguous to and on either side of the Easement Property) to install, construct, maintain, repair, replace, relocate, remove and/or reconstruct the Roadway within, upon, under, over and through the Easement Property, or any part thereof. Grantees shall have, among other things, the right to modify the grade of the Easement Property and to make such improvements and alterations within or upon the Easement Property as are consistent with the requirements, ordinances, rules and regulations of applicable governmental authorities. The Grantees shall have the right to clear and keep clear all trees, undergrowth, roots and other obstructions that may interfere with the construction, maintenance, repair, replacement, relocation, removal and/or reconstruction of the Roadway, or any part thereof. The Grantors agree not to build, install, maintain, construct or create, or permit others to build, construct, install, maintain or create, upon or within the boundaries of the Easement Property any buildings or other improvements or structures which will have the effect of interfering with the construction, operation, maintenance, relocation, reconstruction, repair or removal of the Roadway, or any part thereof.

The easements and rights granted hereunder by Grantors to Grantees are perpetual but nonexclusive, and the Grantors shall have and retain the right to utilize the Easement Property, or any part thereof, for purposes of ingress and egress and for

SEP 23 2 25 PM '91

the construction thereon of a Roadway provided such use by the Grantors does not interfere with, prejudice or preclude the easements and rights granted hereunder to the Grantees. Neither the Grantors nor the Grantees shall be required to construct a Roadway upon or across any portion of the Easement Property. In the event the Grantees elect to construct a Roadway over and upon any portion of the Easement Property, such Roadway shall meet or exceed Lake County road specifications and shall be constructed in accordance with plans and specifications approved by applicable governmental authorities. In the event the Grantees determine that the Roadway constructed upon the Easement Property, or any part thereof, should be dedicated, Grantors agree to join with Grantees in the execution and delivery to Lake County and/or other appropriate governmental authority of such instrument or instruments in recordable form as may be required to evidence, of record, the extinguishment of all easements, rights, interests and estates in, to, over, under, across and upon that portion of the Easement Property so dedicated and accepted as and for a public road.

The Grantors hereby covenant with said Grantees that Grantors are lawfully seized of an estate for years and a vested remainder fee simple and estate in and to the Easement Property; that Grantors have good right and lawful authority to grant the herein granted easements and rights in, over, under, upon and across the Easement Property; and that the Easement Property is free of all encumbrances except taxes accruing subsequent to December 31, 1990, and that certain Mortgage in favor of George T. Cason, Sr., Lila L. Cason, George T. Cason, Jr. Lucinda Lee Vaughn, Wingard Land Company, and Castle Development Associates, Ltd. dated as of June 15, 1990 and recorded June 22, 1990 in Official Records Book 1064, Page 1417, Public Records of Lake County, Florida (hereinafter referred to as the "Mortgage"). The Mortgage expressly provides that the easement rights granted hereunder are prior and superior to the lien, operation and effect of the Mortgage.

Grantees now own and hold title to the real property described in Exhibit "2", attached hereto and made a part hereof (the "Benefitted Property"). The Easement Property, or portions thereof, are intended to provide a means of ingress and egress to and from the Benefitted Property. Accordingly, the rights and interests of the Grantees in and to the easements and rights granted hereunder shall be exercisable by Grantees and Grantees' successors-in-title with respect to all or any portion of the Benefitted Property.

IN WITNESS WHEREOF, the Grantors and the Grantees have caused these presents to be executed and delivered and have intended the same to be and become effective as of the day and year first set forth above.

Signed, sealed and delivered  
in the presence of:

GRANTORS:

CHERRY LAKE FARMS, a New York  
partnership, as Trustee under Land  
Trust Agreement CLFTB1, dated June  
15, 1990

By: RED JACKET DEVELOPMENT  
CORPORATION, general partner

By:   
Lawrence E. White,  
Vice President

  
Michael L. Boswell - Witness

  
Ann T. McEver - Witness

[Signature]  
Michael L. Boswell - Witness

[Signature]  
Ann T. McEver - Witness

[Signature]  
Lawrence E. White, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990

GRANTEES:

CHERRY LAKE FARMS, a New York partnership, as Trustee under Land Trust Agreement CLFTA1, dated June 15, 1990

By: RED JACKET DEVELOPMENT CORPORATION, general partner

[Signature]  
Michael L. Boswell - Witness

[Signature]  
Ann T. McEver - Witness

By: [Signature]  
Lawrence E. White, Vice President

[Signature]  
Michael L. Boswell - Witness

[Signature]  
Ann T. McEver - Witness

[Signature]  
Lawrence E. White, as Trustee under that certain Land Trust Agreement LEWTA2, dated June 15, 1990

JOINDER, CONSENT AND SUBORDINATION

The undersigned being the owners and holders of the Mortgage referred to in the foregoing document, hereby join in and consent to the foregoing instrument and the easements and rights granted or created therein or thereby and, to any extent required, hereby subordinate the lien, operation and effect of the Mortgage to all rights and easements granted, conveyed or created under or by virtue of the foregoing instrument.

Signed, sealed and delivered in the presence of

[Signature]  
Michael L. Boswell - Witness

[Signature]  
Ann T. McEver - Witness

[Signature]  
GEORGE T. CASON, SR.,  
by Lawrence E. White, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, his attorney-in-fact pursuant to paragraph 10 of the Mortgage referred to above in this instrument (which Mortgage provides that the power of attorney therein granted is deemed in all respects "coupled with an interest" and irrevocable)

[Signature]  
Michael L. Boswell - Witness

[Signature]  
Ann T. McEver - Witness

[Signature]  
LYLA L. CASON,  
by Lawrence E. White, as Trustee  
under that certain Land Trust  
Agreement LEWTB2, dated June 15,  
1990, her attorney-in-fact pursuant  
to paragraph 10 of the Mortgage  
referred to above in this  
instrument (which Mortgage provides  
that the power of attorney therein  
granted is deemed in all respects  
"coupled with an interest" and  
irrevocable)

[Signature]  
Michael L. Boswell - Witness

[Signature]  
Ann T. McEver - Witness

[Signature]  
GEORGE T. CASON, JR.,  
by Lawrence E. White, as Trustee  
under that certain Land Trust  
Agreement LEWTB2, dated June 15,  
1990, his attorney-in-fact pursuant  
to paragraph 10 of the Mortgage  
referred to above in this  
instrument (which Mortgage provides  
that the power of attorney therein  
granted is deemed in all respects  
"coupled with an interest" and  
irrevocable)

[Signature]  
Michael L. Boswell - Witness

[Signature]  
Ann T. McEver - Witness

[Signature]  
LUCINDA LEE VAUGHN.,  
by Lawrence E. White, as Trustee  
under that certain Land Trust  
Agreement LEWTB2, dated June 15,  
1990, her attorney-in-fact pursuant  
to paragraph 10 of the Mortgage  
referred to above in this  
instrument (which Mortgage provides  
that the power of attorney therein  
granted is deemed in all respects  
"coupled with an interest" and  
irrevocable)

WINGARD LAND COMPANY

[Signature]  
Michael L. Boswell - Witness

[Signature]  
Ann T. McEver - Witness

By: [Signature]  
Lawrence E. White, as Trustee  
under that certain Land Trust  
Agreement LEWTB2, dated June 15,  
1990, its attorney-in-fact  
pursuant to paragraph 10 of  
the Mortgage referred to above  
in this instrument (which  
Mortgage provides that the power  
of attorney therein granted is  
deemed in all respects  
couple with an interest" and  
irrevocable)

CASTLE DEVELOPMENT ASSOCIATES,  
LTD., a Florida limited partnership

By: LEW DEVELOPMENT CORP., a  
Florida corporation

[Signature]  
Michael L. Boswell - Witness

By: [Signature]  
Lawrence E. White,  
Vice President

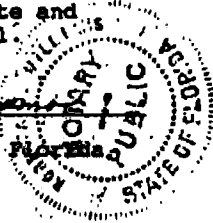
[Signature]  
Ann T. McEver - Witness

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, personally appeared LAWRENCE E. WHITE, well known to me to be a Vice President of RED JACKET DEVELOPMENT CORPORATION, a general partner of CHERRY LAKE FARMS, a New York general partnership, the sole Trustee under that certain Land Trust Agreement CLFTB1 dated June 15, 1990, and he acknowledged before me executing the foregoing instrument, as such officer, on behalf of said corporation, as such general partner, in its capacity as such Trustee, all in the presence of two subscribing witnesses, freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 23rd day of September, 1991.

[Signature]  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates

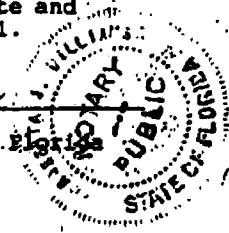


STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, personally appeared LAWRENCE E. WHITE, in his capacity as sole Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, and he acknowledged before me executing the foregoing instrument, as such Trustee, in the presence of two subscribing witnesses, freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 23rd day of September, 1991.

[Signature]  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates



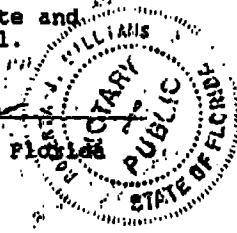
STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, personally appeared LAWRENCE E. WHITE, well known to me to be a

Vice President of RED JACKET DEVELOPMENT CORPORATION, a general partner of CHERRY LAKE FARMS, a New York general partnership, the sole Trustee under that certain Land Trust Agreement CLPTAL dated June 15, 1990, and he acknowledged before me executing the foregoing instrument, as such officer, on behalf of said corporation, as such general partner, in its capacity as such Trustee, all in the presence of two subscribing witnesses, freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 23rd day of September, 1991.

*Roberta J. Williams*  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates

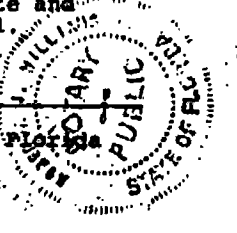


STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, personally appeared LAWRENCE E. WHITE, in his capacity as sole Trustee under that certain Land Trust Agreement LEWTA2, dated June 15, 1990, and he acknowledged before me executing the foregoing instrument, as such Trustee, in the presence of two subscribing witnesses, freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 23rd day of September, 1991.

*Roberta J. Williams*  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates

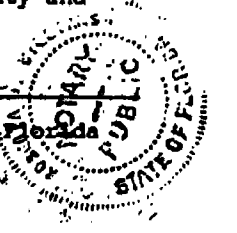


STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, as attorney-in-fact for GEORGE T. CASON, SR. under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of GEORGE T. CASON, SR. as his attorney-in-fact, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of September, 1991.

*Roberta J. Williams*  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates




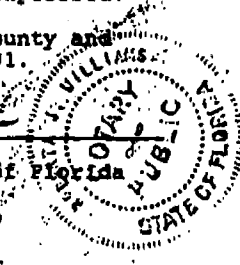
STATE OF FLORIDA  
COUNTY OF ORANGE

BOOK 1127 PAGE 1464

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, as attorney-in-fact for LILA L. CASON, under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of LILA L. CASON as her attorney-in-fact, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of September, 1991.

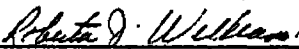
  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates.

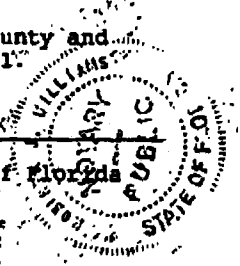


STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, as attorney-in-fact for GEORGE T. CASON, JR. under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of GEORGE T. CASON, JR. as his attorney-in-fact, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of September, 1991.


  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates.

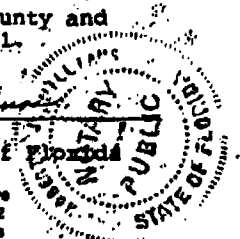


STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, as attorney-in-fact for LUCINDA LEE VAUGHN, under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of LUCINDA LEE VAUGHN as her attorney-in-fact, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of September, 1991.

  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Huckleberry & Associates.





STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LAWRENCE E. WHITE, as Trustee under that certain Land Trust Agreement LEWTB2, dated June 15, 1990, as attorney-in-fact for WINGARD LAND COMPANY, a Florida corporation, under and by virtue of paragraph 10 of the Mortgage referred to in the foregoing instrument, and he acknowledged before me executing the foregoing instrument for and on behalf of said corporation as its attorney-in-fact.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of September, 1991.

*Roberta J. Williams*  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Muckleberry & Associates



STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LAWRENCE E. WHITE, well known to me to be the Vice President of LEW DEVELOPMENT CORP., a Florida corporation, the managing and signatory General Partner of CASTLE DEVELOPMENT ASSOCIATES, LTD, a Florida limited partnership, and he acknowledged before me executing the foregoing instrument as such officer, on behalf of said corporation in its capacity as managing and signatory General Partner of said limited partnership.

WITNESS my hand and official seal in the State and County last aforesaid this 23rd day of September, 1991.

*Roberta J. Williams*  
Roberta J. Williams  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires March 9, 1992  
Bonded thru Muckleberry & Associates



P:\re\sjb\13604gbr.35g

THAT PART OF GOVERNMENT LOT 5, SECTION 3, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE AFORESAID GOVERNMENT LOT 5 RUN THENCE N 89°59'02" E ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 6 A DISTANCE OF 880.00 FEET; THENCE S 00°00'00" E, 47.90 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 180.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°00'00", AN ARC LENGTH OF 219.91 FEET TO THE END OF SAID CURVE; THENCE S 70°00'00" W, 60.00 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 270.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 102°00'00", AN ARC LENGTH OF 480.66 FEET TO THE END OF SAID CURVE; THENCE S 32°00'00" E, 240.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 380.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°30'00", AN ARC LENGTH OF 155.66 FEET TO THE END OF SAID CURVE; THENCE S 08°30'00" E, 100.66 FEET TO THE POINT OF BEGINNING AND A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 35.00 FEET, SAID POINT BEARS S 37°06'05" W OF THE CENTER OF SAID CURVE; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°59'48", AN ARC LENGTH OF 32.37 FEET TO THE END OF SAID CURVE; THENCE RUN N 74°05'18" E A DISTANCE OF 379.60 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 350.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°56'05", AN ARC LENGTH OF 97.34 FEET TO THE END OF SAID CURVE; THENCE RUN S 89°58'38" E A DISTANCE OF 213.94 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°49'41", AN ARC LENGTH OF 54.67 FEET TO THE END OF SAID CURVE; THENCE RUN S 0°11'43" W A DISTANCE OF 136.00 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET, SAID BEGINNING OF CURVE BEARS S 89°48'17" E OF THE CENTER OF SAID CURVE; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°10'19", AN ARC LENGTH OF 85.08 FEET TO THE END OF SAID CURVE; THENCE RUN N 89°58'38" W A DISTANCE OF 178.71 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 111°04'46", AN ARC LENGTH OF 67.85 FEET TO THE END OF SAID CURVE; THENCE RUN S 21°03'22" E A DISTANCE OF 310.72 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 383.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°10'39", AN ARC LENGTH OF 141.56 FEET TO THE END OF SAID CURVE; THENCE RUN S 0°07'16" W A DISTANCE OF 305.02 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 183.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°18'11", AN ARC LENGTH OF 48.68 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 107°25'40", AN ARC LENGTH OF 46.67 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE RUN SOUTHEASTERLY, SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 253°10'05", AN ARC LENGTH OF 266.12 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 107°25'40", AN ARC LENGTH OF 46.67 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 183.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°27'16", AN ARC LENGTH OF 106.85 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°21'58", AN ARC LENGTH OF 54.59 FEET TO THE END OF SAID CURVE; THENCE RUN S 2°10'29" E A DISTANCE OF 92.68 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°28'47", AN ARC LENGTH OF 27.78 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE RUN SOUTHERLY,

WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 295°33'30", AN ARC LENGTH OF 281.23 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°04'43", AN ARC LENGTH OF 26.32 FEET TO THE END OF SAID CURVE; THENCE RUN N 2°10'28" W A DISTANCE OF 98.77 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83°47'25", AN ARC LENGTH OF 51.18 FEET TO THE END OF SAID CURVE; THENCE RUN N 85°57'54" W A DISTANCE OF 170.73 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 233.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°37'17", AN ARC LENGTH OF 14.73 FEET TO THE END OF SAID CURVE; THENCE RUN N 82°20'37" W A DISTANCE OF 39.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 183.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°08'11", AN ARC LENGTH OF 77.09 FEET TO THE END OF SAID CURVE; THENCE RUN N 20°18'00" W A DISTANCE OF 41.78 FEET; THENCE RUN N 1°00'00" W A DISTANCE OF 54.54 FEET; THENCE RUN S 52°39'05" E A DISTANCE OF 51.37 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 117.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°41'32", AN ARC LENGTH OF 80.83 FEET TO THE END OF SAID CURVE; THENCE RUN S 82°20'37" E A DISTANCE OF 39.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 187.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°37'17", AN ARC LENGTH OF 10.88 FEET TO THE END OF SAID CURVE; THENCE RUN S 85°57'54" E A DISTANCE OF 281.35 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 117.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83°54'49", AN ARC LENGTH OF 191.76 FEET TO THE END OF SAID CURVE; THENCE RUN N 0°08'07" E A DISTANCE OF 180.82 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 80°05'07", AN ARC LENGTH OF 56.09 FEET TO THE END OF SAID CURVE; THENCE RUN WEST A DISTANCE OF 377.76 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 183.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°03'35", AN ARC LENGTH OF 87.28 FEET TO THE END OF SAID CURVE; THENCE RUN N 88°58'25" W A DISTANCE OF 48.20 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°28'04", AN ARC LENGTH OF 10.08 FEET TO THE END OF SAID CURVE AND A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 80.00 FEET, SAID POINT BEARS S 53°28'05" E OF THE CENTER OF SAID CURVE; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°13'11", AN ARC LENGTH OF 77.72 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 28.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°43'42", AN ARC LENGTH OF 6.43 FEET TO THE END OF SAID CURVE AND A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET, SAID POINT BEARS S 48°18'05" W OF THE CENTER OF SAID CURVE; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°14'30", AN ARC LENGTH OF 16.84 FEET TO THE END OF SAID CURVE; THENCE RUN S 88°58'25" E A DISTANCE OF 73.76 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 117.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°03'35", AN ARC LENGTH OF 43.00 FEET TO THE END OF SAID CURVE; THENCE RUN S 90°00'00" E A DISTANCE OF 377.85 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 92°16'24", AN ARC LENGTH OF 58.37 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 317.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°48'58", AN ARC LENGTH OF 103.92 FEET TO THE END OF SAID CURVE; THENCE RUN N 21°03'22" W A DISTANCE OF 342.99 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A

CENTRAL ANGLE OF 84°51'18", AN ARC LENGTH OF 51.84 FEET TO THE END OF SAID CURVE; THENCE RUN S 74°05'18" W A DISTANCE OF 363.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°10'23", AN ARC LENGTH OF 23.32 FEET TO THE END OF SAID CURVE; THENCE RUN N 8°30'00" W A DISTANCE OF 88.16 FEET TO THE POINT OF BEGINNING.

## B-3 -- PARCEL 2

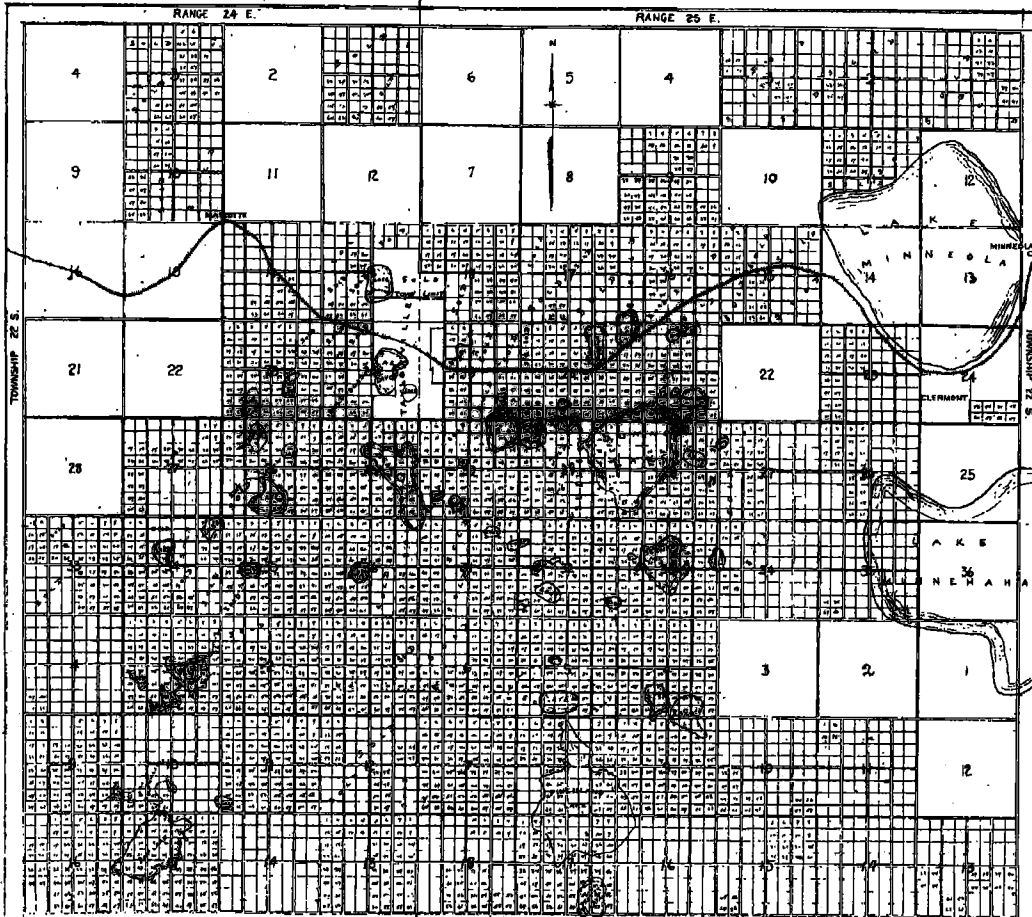
THAT PART OF GOVERNMENT LOT 5, SECTION 3, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE AFORESAID GOVERNMENT LOT 5 RUN THENCE N 89°59'02" E ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 5 A DISTANCE OF 680.00 FEET; THENCE S 00°00'00" E, 47.90 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 180.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°00'00", AN ARC LENGTH OF 219.91 FEET TO THE END OF SAID CURVE; THENCE S 70°00'00" W, 60.00 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 270.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 102°00'00", AN ARC LENGTH OF 480.66 FEET TO THE END OF SAID CURVE; THENCE S 32°00'00" E, 240.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 380.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°30'00", AN ARC LENGTH OF 155.86 FEET TO THE END OF SAID CURVE; THENCE S 08°30'00" E, 600.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 450.00 FEET, SAID BEGINNING OF CURVE BEARS EAST OF THE CENTER OF SAID CURVE; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°00'02", AN ARC LENGTH OF 109.96 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°59'58", AN ARC LENGTH OF 21.38 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 80.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 104°00'06", AN ARC LENGTH OF 108.91 FEET TO THE END OF SAID CURVE; THENCE S 29°30'00" E, 170.00 FEET; THENCE N 89°30'00" W, 80.00'; THENCE S 01°00'00" W 172.00 FEET; THENCE S 20°15'00" E, 68.73 FEET; THENCE N 82°30'00" W, 115.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 123.68 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°00'08", AN ARC LENGTH OF 148.95 FEET TO THE END OF SAID CURVE; THENCE S 28°30'00" W, 18.49 FEET TO THE POINT OF BEGINNING AND A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET, SAID POINT BEARS S 75°13'18" W OF THE CENTER OF SAID CURVE; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°57'55", AN ARC LENGTH OF 24.41 FEET TO THE END OF SAID CURVE; THENCE RUN S 64°44'39" E A DISTANCE OF 180.74 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 37.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°48'33", AN ARC LENGTH OF 28.29 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 80.00 FEET; THENCE RUN SOUTHEASTERLY, SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 267°37'06", AN ARC LENGTH OF 280.25 FEET TO THE END OF SAID CURVE AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 37.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°48'33", AN ARC LENGTH OF 28.29 FEET TO THE END OF SAID CURVE; THENCE RUN N 54°44'39" W A DISTANCE OF 185.11 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 15.00 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°20'26", AN ARC LENGTH OF 31.97 FEET TO THE END OF SAID CURVE; THENCE RUN N 28°30'00" E A DISTANCE OF 88.40 FEET TO THE POINT OF BEGINNING.

That part of Government Lot 5, Section 3, Township 22 South, Range 25 East; that part of the South 3/4 of Government Lot 8, Section 4, Township 22 South, Range 25 East; and that part of the N1/2 of the NE1/4 of the NE1/4 and the E1/2 of the NW1/4 of the NE1/4, Section 9, Township 22 South, Range 25 East; all in Lake County, Florida, described as follows:

Begin at the intersection of the West line of aforesaid Government Lot 5 and the South right-of-way line of County Road 478; thence run East along said right-of-way line 680.00 feet; thence leaving said right-of-way line run South 50.00 feet to the beginning of a curve concave Northwesterly and having a radius of 180.00 feet; thence run Southwesterly 219.91 feet along the arc thereof through a central angle of 70°00'00" to the end of said curve; thence run S70°00'00"W 60.00 feet to the beginning of a curve concave Easterly and having a radius of 270.00 feet; thence run Southwesterly and Southerly 480.66 feet along the arc thereof through a central angle of 102°00'00" to the end of said curve; thence run S32°00'00"E 240.00 feet to the beginning of a curve concave Southwesterly and having a radius of 380.00 feet; thence run Southeasterly 155.86 feet along the arc thereof through a central angle of 23°30'00" to the end of said curve; thence run S08°30'00"E 390.00 feet to the beginning of a curve concave Westerly and having a radius of 450.00 feet; thence run Southerly 109.96 feet along the arc thereof through a central angle of 14°00'00" to the beginning of a reverse curve concave Northwesterly and having a radius of 35.00 feet; thence run Southeasterly 21.38 feet along the arc thereof through a central angle of 49°00'00" to the beginning of a reverse curve concave Westerly and having a radius of 60.00 feet; thence run Southeasterly and Southwesterly 108.91 feet along the arc thereof through a central angle of 104°00'00"; thence along a radial line run S29°30'00"E 170.00 feet; thence N89°30'00"W 80.00 feet; thence S01°00'00"E 172.00 feet; thence S20°15'00"E 66.73 feet; thence N82°30'00"W 115.00 feet to the beginning of a curve concave Southeasterly and having a radius of 123.68 feet; thence run Southwesterly 148.95 feet along the arc thereof through a central angle of 69°00'00" to the end of said curve; thence run S28°30'00"W 265.00 feet; thence S05°00'00"E 220.00 feet; thence S77°28'17"W 340.54 feet; thence S67°55'13"W 209.67 feet; thence S59°30'18"W 210.90 feet; thence S46°16'39"W 398.33 feet; thence S51°58'42"W 186.02 feet; thence N15°51'00"W 106.30 feet; thence N53°50'34"W 86.27 feet; thence S38°04'28"W 83.11 feet; thence S19°12'00"E 149.47 feet; thence S59°01'33"W 143.93 feet; thence S64°56'02"W 262.00 feet; thence N86°51'42"W 84.09 feet; thence N31°07'45"W 78.33 feet; thence N01°03'52"W 199.42 feet; thence N14°56'50"E 95.80 feet; thence N06°22'25"E 88.12 feet; thence N08°51'45"E 113.05 feet; thence N27°41'44"E 181.18 feet; thence N06°10'01"E 197.68 feet; thence N35°57'06"E 352.24 feet; thence N79°51'44"E 69.31 feet; thence S61°22'54"E 277.53 feet; thence S70°11'07"E 230.53 feet; thence S86°02'46"E 247.94 feet; thence S71°52'53"E 188.35 feet; thence N30°22'40"E 90.88 feet; thence N07°18'38"W 102.89 feet; thence N33°21'48"E 185.49 feet; thence N32°29'30"E 282.05 feet; thence N24°44'22"E 347.50 feet; thence N09°16'10"E 98.67 feet; thence N27°46'16"W 104.75 feet; thence N21°41'08"E 117.61 feet; thence N14°55'41"W 441.20 feet; thence N28°30'26"W 179.58 feet; thence run Northwesterly to a point on the West line of aforementioned Government Lot 5; said point being 493.00 from the Point of Beginning; thence along said West line run Northerly 493.00 feet to the Point of Beginning.

CLFTA1/LEWTA2

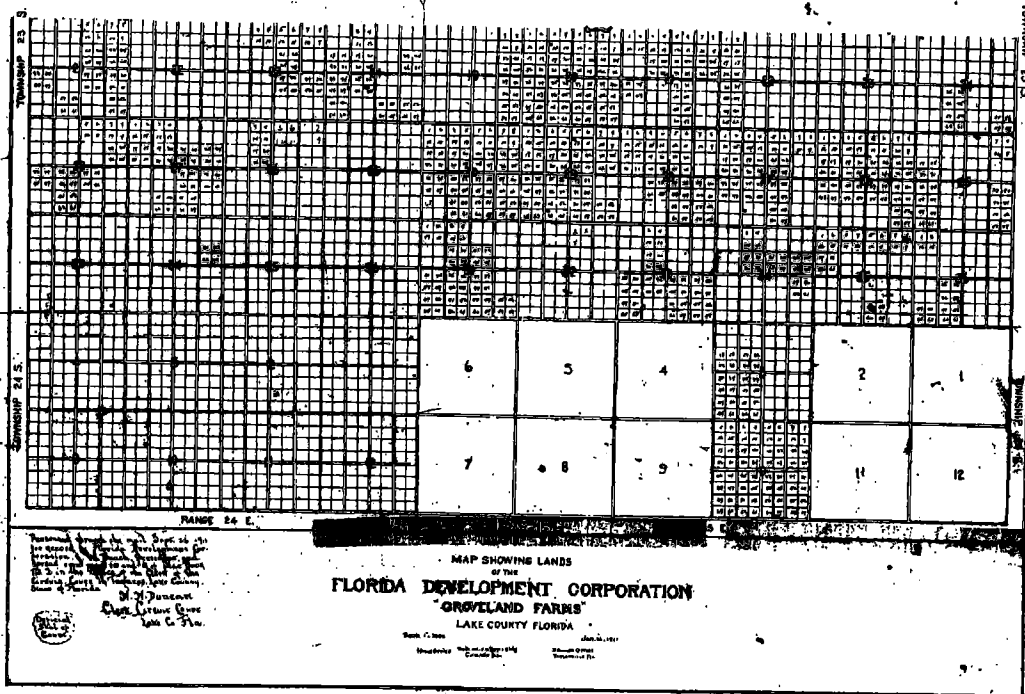


(Continued on page 11)

Continued from page 10

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11



Filed & recorded this Sept. 11, 1936, and is correct the foregoing as shown on map on which a land copy is the original.  
[Signature] Clerk



## Other Information





Record and Return To:  
City of Groveland  
Attn: City Clerk  
156 South Lake Ave  
Groveland, FL 34736

**ORDINANCE 2006-01-01**

**AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 171.044; ANNEXING 180 +/- ACRES OF LAKE COUNTY THERETO A CERTAIN AREA OF LAND CONTIGUOUS TO AND NOT EMBRACED WITHIN THE PRESENT LIMITS OF THE CITY OF GROVELAND; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY, COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Cherry Lake Farms as Trustee, Cherry Lake Associates as Trustee, and Lila Cason, et al., who are a property owners in an un-incorporated area proposed for annexation have petitioned the City Council, Groveland, Florida, to annex its property to the City of Groveland, and

WHEREAS, the City Council has determined that the area proposed for annexation is contiguous to the municipality and lies within the same county as the City of Groveland, now

THEREFORE, be it ordained, by the City Council of the City of Groveland, Florida, as follows:

**Section 1: Purpose and Intent.**

The corporate limits of the City of Groveland, Florida, are hereby extended and increased so as to include and embrace within the corporate limits of the City of Groveland, the area described as follows:

**Legal Description**

The West ½ of the Southwest ¼ of Section 3, Township 22, Range 25; the South ¼ of the East ½ of the Southeast ¼ of Section 4, Township 22, Range 25; the North ½ of the Northeast ¼ of the Northeast ¼ of Section 9, Township 22, Range 25 East; and the East ½ of the Northwest ¼ of the Northeast ¼ of Section 9, Township 22, Range 25 East, all in Lake County, Florida.

and such area is hereby annexed and declared to be a part of the City of Groveland.

**Section 2: Applicability and Effect.**

The area annexed shall be subject to all laws, ordinances, and regulations enforced in the City of Groveland, and shall be entitled to the same privileges and benefits as other parts of the City of Groveland upon the effective date of the annexation.

Certified copies of this Ordinance after approval shall be provided to the Clerk of the Circuit Court, the Lake County Manager and the Secretary of State of the State of Florida.

**Section 3: Severability.**

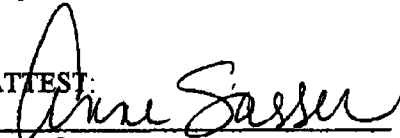
If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 4: Effective Date.**

This Ordinance shall become effective immediately upon passage by the City Council of the City of Groveland.

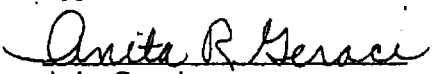
PASSED AND ORDAINED in regular session of the City Council of the City of Groveland, Lake County, Florida, this 3<sup>rd</sup> day of January, 2006.

  
\_\_\_\_\_  
HONORABLE JAMES SMITH, MAYOR  
City of Groveland Florida

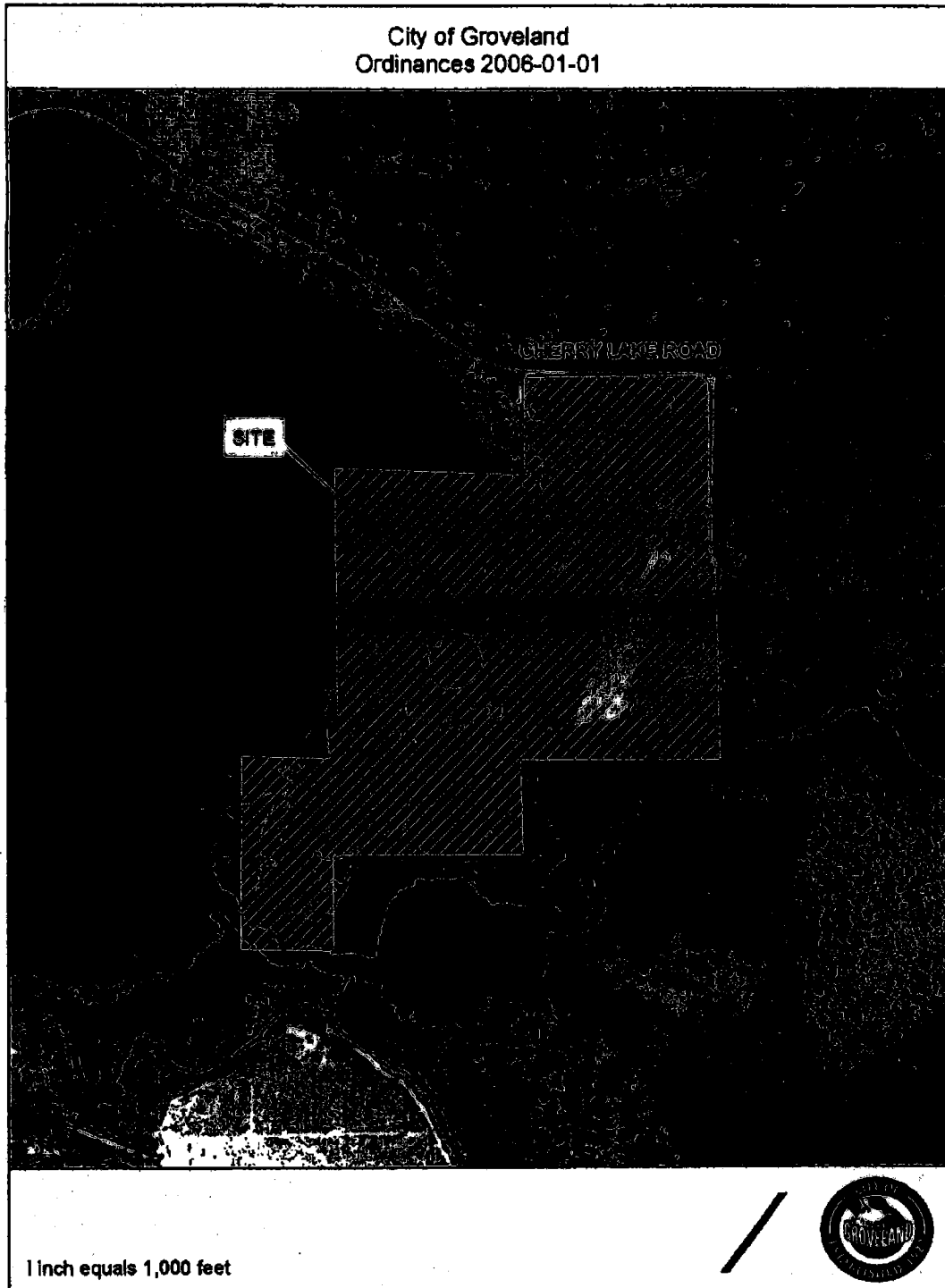
ATTEST:  
  
\_\_\_\_\_  
Anne Sasser  
City Clerk

(SEAL)

Approved as to Form:

  
\_\_\_\_\_  
Anita Geraci  
City Attorney

Passed First Reading 12/19/05  
Passed Second Reading 1/3/06





## REQUEST FOR CITY COUNCIL CONSIDERATION

**MEETING DATE:** January 3, 2006

**AGENDA ITEM:**

**SUBJECT:** ORDINANCE 2006-01-01 ANNEXATION

**BACKGROUND:**

**Description of Project**

The applicants are requesting that property located along Cherry Lake Road be annexed into the City of Groveland. The property is approximately 180 acres. Of this approximately 90 acres is wetland. This report only considers the annexation.

To the north and east of the property is the Estates at Cherry Lake Development. To the west is Cherry Lake. To the south are wetlands and the future Eagle Pointe development.

**Assessment**

The property abuts the City boundary on the north, east and south sides and is eligible for annexation. The Future Land Use will be considered during the City's first cycle of large scale comprehensive plan amendments. As the property is located within the Groveland North Development Area, the Future Land Use will be Groveland North Residential Neighborhood Development with Conservation in the wetlands. The rezoning of the property will occur after approval of the amendment from the DCA.

**RECOMMENDED ACTION:** Motion to approve Ordinance 2006-01-01

**PREPARED BY:** Rich Sulik, Planner I

**DATE:** 12/12/05 **DEPARTMENT:** Community Development

**REVIEWED BY DEPARTMENT HEAD:**

**REVIEWED BY CITY MANAGER:**

**COUNCIL ACTION:**

**MOTION BY:** **SECOND BY:**

**INVOICE**

FOR BILLING QUESTIONS:  
TOLL-FREE: (800) 435-1232

DATE	REFERENCE NUMBER	DESCRIPTION	AD SIZE	RATES	AMOUNT DUE
12/10/05	WO#933194101 INV#035883001	NOTICE OF PUBLIC HEARIN SII06516969 LEGAL AFFIDAVIT	LLAK 2X 33.00	2X0825 3.20	105.60 2.00
AMOUNT DUE					107.60

**BILLED ACCOUNT**

CITY OF GROVELAND  
156 S LAKE AVE  
ATTN: JASON YARBOROUGH  
GROVELAND FL 347362597

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**BILLED ACCOUNT NO.** 057363003  
352429214101

**DATE** 12/19/05

**DOCUMENT NO.** 10

**19 Orlando Sentinel**  
communications

publisher of  
**ORLANDO SENTINEL**  
633 NORTH ORANGE AVENUE  
ORLANDO, FLORIDA 32801  
LEGAL ADVERTISING

**Orlando Sentinel**  
Published Daily

City of Groveland  
Disbursement Control  
*MM* *1-512-492*  
Claim # Account Number

State of Florida } s.s. Approved By *[Signature]*  
COUNTY OF ORANGE

Before the undersigned authority personally appeared BEVERLY C. SIMMONS, who on oath says that he/she is the Legal Advertising Representative of Orlando Sentinel, a daily newspaper published at TAVARES in LAKE County, Florida; that the attached copy of advertisement, being a NOTICE OF PUBLIC HEARING in the matter of ORD. 2006-01-01 in the LAKE Court, was published in said newspaper in the issue of 12/10/05-12/17/05

Affiant further says that the said Orlando Sentinel is a newspaper published at TAVARES in said LAKE County, Florida, and that the said newspaper has heretofore been continuously published in said LAKE County, Florida, each Week Day and has been entered as second-class mail matter at the post office in TAVARES in said LAKE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

The foregoing instrument was acknowledged before me this 27 day of DEC., 2005, by BEVERLY C. SIMMONS who is personally known to me and who did take an oath.

(SEAL)



**NOTICE OF PUBLIC HEARING**  
ORDINANCE 2006-01-01

AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 171.044, AUTHORIZING 180 +/- ACRES OF LAKE COUNTY THROUGH A CERTAIN AREA OF LAND CONTIGUOUS TO AND NOT ENGRADED WITHIN THE PRESENT LIMITS OF THE CITY OF GROVELAND, DIRECTING THE CITY MANAGER TO PROVIDE COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE COUNTY COURT, THE LAKE COUNTY COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

The proposed Ordinance will be considered at the following public meetings:

Groveland City Council meeting as the Local Planning Agency on December 19, 2005 at 7:00 p.m.; and Groveland City Council meeting on December 19, 2005 immediately following the LPA meeting; and Groveland City Council meeting on January 3, 2006 at 7:00 p.m.

The meetings will be held at the Puryear Building, 243 S. Lake Ave., Groveland, Florida.

The proposed Ordinance (which includes the legal description of the site) may be inspected by the public during normal working hours at City Hall. For further information, call (352) 429-2141, Ext. 225.

Interested parties may appear at the meetings and be heard with respect to the proposed Ordinance. Unless made of the hearing on the case, all oral and written communications concerning the case, between the City Council on the one hand, and the applicant or the public on the other hand, are prohibited by Florida Law.

A person who decides to appeal any decision made by any board, agency, or council with respect to any matter considered at such meeting or hearings, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0102).

The City of Groveland Land Development Regulations are available for inspection at the City Hall, during normal working hours. Persons with disabilities needing assistance to participate in any of these proceedings should contact Anne Souser, City Clerk at (352) 429-2141 at least 48 hours before the date of the scheduled hearing.

LAK651899 12/16, 17, 2005