



Arlena Dominick
American Acquisition Group, LLC
825 S. Osprey Ave., #305
Sarasota, FL 34236
941-894-8948
arlenadominick@comcast.net

December 20, 2019

AGSC File No.: 29775
Project Name: City of North Port – 5891 Jessamine Ave
Project No.: _____

PROPERTY INFORMATION REPORT

Pursuant to your request, we have made a search of the Official Records of Sarasota County, Florida, through December 16, 2019 at 8:00 a.m., pertaining to that real property which is more particularly described as follows:

Lot 35, Block 589 18th Addition to Port Charlotte Subdivision, according to the plat thereof as recorded in Plat Book 14, Pages 6, 6A through 6V, inclusive, of the Public Records of Sarasota County, Florida.

1. Owner (s) of record: James E. Foster and Mary D. Foster, husband and wife

By: Warranty Deed

From: American Dream Builders, Inc., a Florida corporation

Dated: June 18, 2004

Filed and Recorded: June 21, 2004

In Official Records:

Instrument No.: 2004119596

2. Based on a Fifty-Year ownership search and a Twenty-Year judgment search of the public records, we have found the above described property to be subject to the following liens, encumbrances and other matters of public record:

Declaration of Restrictions from General Development Corporation, a Delaware corporation, recorded April 06, 1961 in Official Records Book 291, Page 397.

Grant of 20-foot Non-Exclusive Easement from General Development Corporation, in favor of The North Port Water Control District, a public agency, dated August 16, 1985 and recorded September 17, 1986 in Official Records Book 1886, Page 1823; as re-recorded in Official Records Book 1941, Page 16.

Dedication in favor of the North Port Water Control District, a public agency, dated August 16, 1985 and recorded September 17, 1986 in Official Records Book 1886, Page 1825; as re-recorded in Official Records Book 1941, Page 6; as affected by Senate Bill No. 2948 recorded in Official Records Book 2666, Page 606; and Senate Bill No. 1783 recorded in Official Records Book 2666, Page 612.

Grant of Easement in from General Development Utilities, Inc., a Florida corporation and Atlantic Gulf Communities Corporation, a Delaware corporation, favor of Horizon Gas, Inc., a Florida corporation, dated February 18, 1997 and recorded February 24, 1997 in Official Records Book 2941, Page 831; Assignment of Grant of Utility Easement to Heritage Operating, L.P., a Delaware limited partnership recorded in Official Records Book 2941, Page 835.

Mortgage executed by James E. Foster, Jr. and Mary D. Foster, husband and wife, in favor of State Farm Bank, F.S.B., dated August 26, 2005 and recorded September 01, 2005 as Official Instrument No. 2005197454.

Mortgage executed by Mary D. Foster and James E. Foster, as wife and husband, in favor of State Farm Bank, F.S.B., dated May 25, 2006 and recorded June 07, 2006 as Official Instrument No. 2006105347; Modification of Mortgage recorded August 29, 2013 as Official Instrument No. 201320564.

Easements and other matters as set forth on the Plat of Eighteenth Addition to Port Charlotte Subdivision, as recorded in Plat Book 14, Page 06; as affected by Assignment of Plat and Other Easements recorded in Official Records Book 2460, Page 1191.

3. Reservations as may have been issued by the Trustees of the Internal Improvement Trust Fund:

None

4. Taxes:

Account / Parcel ID No.: 0967058935
2019 Taxes are paid in the amount of \$1,624.36
Current assessment: \$100,172.00
Homestead exemption **WAS** filed in 2019.
Delinquent Taxes: None

Owner Address:
5891 Jessamine Ave
North Port, FL 34291-6371

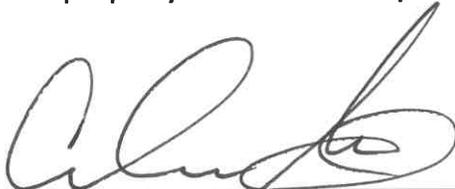
Certification:

AS TO THE ORIGINAL SEARCH REPORT:

The undersigned hereby certifies that the foregoing PROPERTY INFORMATION REPORT reflects a comprehensive search of the Public Records of Sarasota County, Florida, showing the apparent ownership of the lands described above, together with outstanding encumbrances affecting the lands.

American Government Services Corporation assumes no responsibility for any defects or omissions in or from the instruments appearing in the chain of title to the property described herein, which defects or omissions would render such instruments void.

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

COUNTERSIGNED: 
AMERICAN GOVERNMENT SERVICES CORPORATION
3812 W. LINEBAUGH AVENUE
TAMPA, FL 33618
813-933-3322

10-
84-

Return to: ✓ Rane Polis
Name: Executive Title Insurance Services, Inc.
Address: 18501 Murdock Circle Suite 403
Port Charlotte, Florida 33948

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2004119596 1 PG
2004 JUN 21 02:59 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
PFRANK Receipt#490185

This Instrument Prepared by:
Rane Polis
Executive Title Insurance Services, Inc.
18501 Murdock Circle Suite 403
Port Charlotte, Florida 33948

Doc Stamp-Deed: 84.00

as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.



Property Appraisers Parcel I.D. (Folio) Number(s):
0967-05-8935

File No:9042347

WARRANTY DEED

This Warranty Deed Made the ^{18th} day of ~~May~~ June, 2004, by American Dream Builders, Inc., A Florida Corporation, hereinafter called the grantor, whose post office address is: 14212 Tamiami Trail, Ste B, North Port, FL 34287

to James E. Foster and Mary D. Foster, Husband and Wife, whose post office address is: ^{P.O. Box 7072} ~~8078 Hyde~~ Park Ave North Port, FL 34287 hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of \$10.00 Dollars 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 Sarasota County, Florida, viz:

Lot 35, Block 589, 18th Addition to Port Charlotte Subdivision, according to the Plat thereof as recorded in Plat Book 14, Page(s) 6, 6A through 6V, inclusive, of the Public Records of Sarasota County, Florida.

The grantors herein certify that the above property is vacant and unimproved and is not a part of nor contiguous to any homestead of the grantors.

The property is not the homestead of the Grantor(s).
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging 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 is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor 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 January 1, 2004, reservations, restrictions and easements of record, if any.
(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)
In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

**SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES
(TWO SEPARATE DISINTERESTED WITNESSES REQUIRED)**

1st Witness Signature: [Signature]
Printed Name: J Ronee Polis

[Signature]
BY Kathleen Harshman as authorized agent for American Dream Builders, Inc.

2nd Witness Signature: [Signature]
Printed Name: Greta Fleck

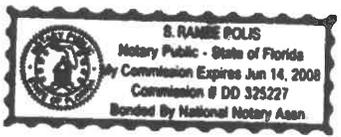
STATE OF FL
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me this 18 day of June, 04, by Kathleen Harshman as authorized agent of American Dream Builders, Inc., A Florida Corporation, who is/are personally known to me or who has have produced driver license(s) as identification, and who did / did not take an oath.

My Commission Expires:

[Signature]
Notary Signature
Print Name: J Ronee Polis
Serial Number

SEAL



Sarasota County Tax Collector

generated on 12/19/2019 12:46:19 PM EST

Tax Record

Last Update: 12/19/2019 12:46:17 PM EST

Register for eBill

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Type Tax	Tax Year			
0967058935	REAL ESTATE	2019			
Mailing Address FOSTER JAMES E FOSTER MARY D 5891 JESSAMINE AVE NORTH PORT FL 34291-6371		Property Address 5891 JESSAMINE AVE 005 Old Account Number 0967-05-8935			
Base Exempt Amount	Taxable Value				
see below	see below				
Exemption Detail	Millage Code	Escrow Code			
HX 25000	0500	940184			
H2 25000					
Legal Description					
5891 JESSAMINE AVE LOT 35 BLK 589 18TH ADD TO PORT CHARLOTTE					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
Sarasota Co. General Revenue	3.2075	100,172	50,000	\$50,172	\$160.93
Bonds-Debt Service	0.1317	100,172	50,000	\$50,172	\$6.61
Sarasota Co. Legacy Trl	0.0419	100,172	50,000	\$50,172	\$2.10
Mosquito Control	0.0520	100,172	50,000	\$50,172	\$2.61
Sarasota Memorial Hospital	1.0420	100,172	50,000	\$50,172	\$52.28
SW FL Water Management Dist.	0.2801	100,172	50,000	\$50,172	\$14.05
West Coast Inland Navigation	0.0394	100,172	50,000	\$50,172	\$1.98
Sarasota School Board					
School District Fund	5.4430	100,172	25,000	\$75,172	\$409.16
School Capital Impr	1.5000	100,172	25,000	\$75,172	\$112.76
City of North Port	3.8735	100,172	50,000	\$50,172	\$194.34
Total Millage		15.6111	Total Taxes		\$956.82
Non-Ad Valorem Assessments					
Code	Levying Authority	Amount			
F093	North Port Fire & Rescue	\$272.66			
G071	North Port Solid Waste	\$245.00			
R097	North Port Road & Drainage	\$171.56			
R197	North Port R&D Capital Improve	\$46.00			
Total Assessments					\$735.22
Taxes & Assessments					\$1,692.04
If Paid By				Amount Due	
				\$0.00	
Date Paid	Transaction	Receipt	Item	Amount Paid	

11/26/2019

PAYMENT

8038687.0001

2019

\$1,624.36

Prior Year Taxes Due

NO DELINQUENT TAXES



Bill Furst
SARASOTA COUNTY
PROPERTY APPRAISER

Property Record Information for 0967058935

Ownership:

FOSTER JAMES E
 FOSTER MARY D
 5891 JESSAMINE AVE, NORTH PORT, FL, 34291-6371
Situs Address:
 5891 JESSAMINE AVE NORTH PORT, FL, 34291

Land Area: 13,156 Sq.Ft.

Municipality: City of North Port
Subdivision: 1562 - PORT CHARLOTTE SUB 18
Property Use: 0100 - Single Family Detached
Status: OPEN
Sec/Twp/Rge: 16-39S-21E
Census: 121150027121
Zoning: RSF2 - RESIDENTIAL, SINGLE FAMILY

Total Living Units: 1

Parcel Description: LOT 35 BLK 589 18TH ADD TO PORT CHARLOTTE

Buildings

<u>Situs - click address for building details</u>	<u>Bldg #</u>	<u>Beds</u>	<u>Baths</u>	<u>Half Baths</u>	<u>Year Built</u>	<u>Eff Yr Built</u>	<u>Gross Area</u>	<u>Living Area</u>	<u>Stories</u>
5891 JESSAMINE AVE NORTH PORT, FL, 34291	1	3	2	0	2005	2008	3,062	1,860	1

Extra Features

<u>line #</u>	<u>Building Number</u>	<u>Description</u>	<u>Units</u>	<u>Unit Type</u>	<u>Year</u>
1	1	Shed no value - <160 sf	80	SF	2005

Values

<u>Year</u>	<u>Land</u>	<u>Building</u>	<u>Extra Feature</u>	<u>Just</u>	<u>Assessed</u>	<u>Exemptions</u>	<u>Taxable</u>	<u>Cap</u>
2019	\$7,300	\$180,800	\$0	\$188,100	\$100,172	\$50,000	\$50,172	\$87,928
2018	\$7,500	\$163,700	\$500	\$171,700	\$98,304	\$50,000	\$48,304	\$73,396
2017	\$4,900	\$156,700	\$400	\$162,000	\$96,282	\$50,000	\$46,282	\$65,718
2016	\$4,100	\$157,300	\$400	\$161,800	\$94,302	\$50,000	\$44,302	\$67,498
2015	\$3,700	\$131,200	\$400	\$135,300	\$93,646	\$50,000	\$43,646	\$41,654
2014	\$3,900	\$121,100	\$400	\$125,400	\$92,903	\$50,000	\$42,903	\$32,497
2013	\$3,800	\$105,900	\$500	\$110,200	\$91,530	\$50,000	\$41,530	\$18,670
2012	\$3,800	\$85,600	\$600	\$90,000	\$90,000	\$50,000	\$40,000	\$0
2011	\$3,800	\$90,700	\$600	\$95,100	\$95,100	\$50,000	\$45,100	\$0
2010	\$4,300	\$91,700	\$600	\$96,600	\$96,600	\$50,000	\$46,600	\$0

Current Exemptions

<u>Grant Year</u>	<u>Value</u>
2008	\$25,000.00
2008	\$25,000.00

Sales & Transfers

<u>Transfer Date</u>	<u>Recorded Consideration</u>	<u>Instrument Number</u>	<u>Qualification Code</u>	<u>Grantor/Seller</u>	<u>Instrument Type</u>
6/18/2004	\$12,000	2004119596	01	AMERICAN DREAM BUILDERS INC,	WD
10/24/2000	\$301,400	2000140143	X2	ATLANTIC GULF COMMUNITIES CORP,	WD
9/22/1989	\$5,000	2158/810	15	ALBROUGH EDWARD H & RUBY I	WD
4/1/1977	\$1,300	1178/460	01		NA

Associated Tangible Accounts

There are no associated tangible accounts for this parcel

Property record information last updated on: 12/18/2019

FEMA Flood Zone (Data provided by Sarasota County Government as of 12/16/2019)

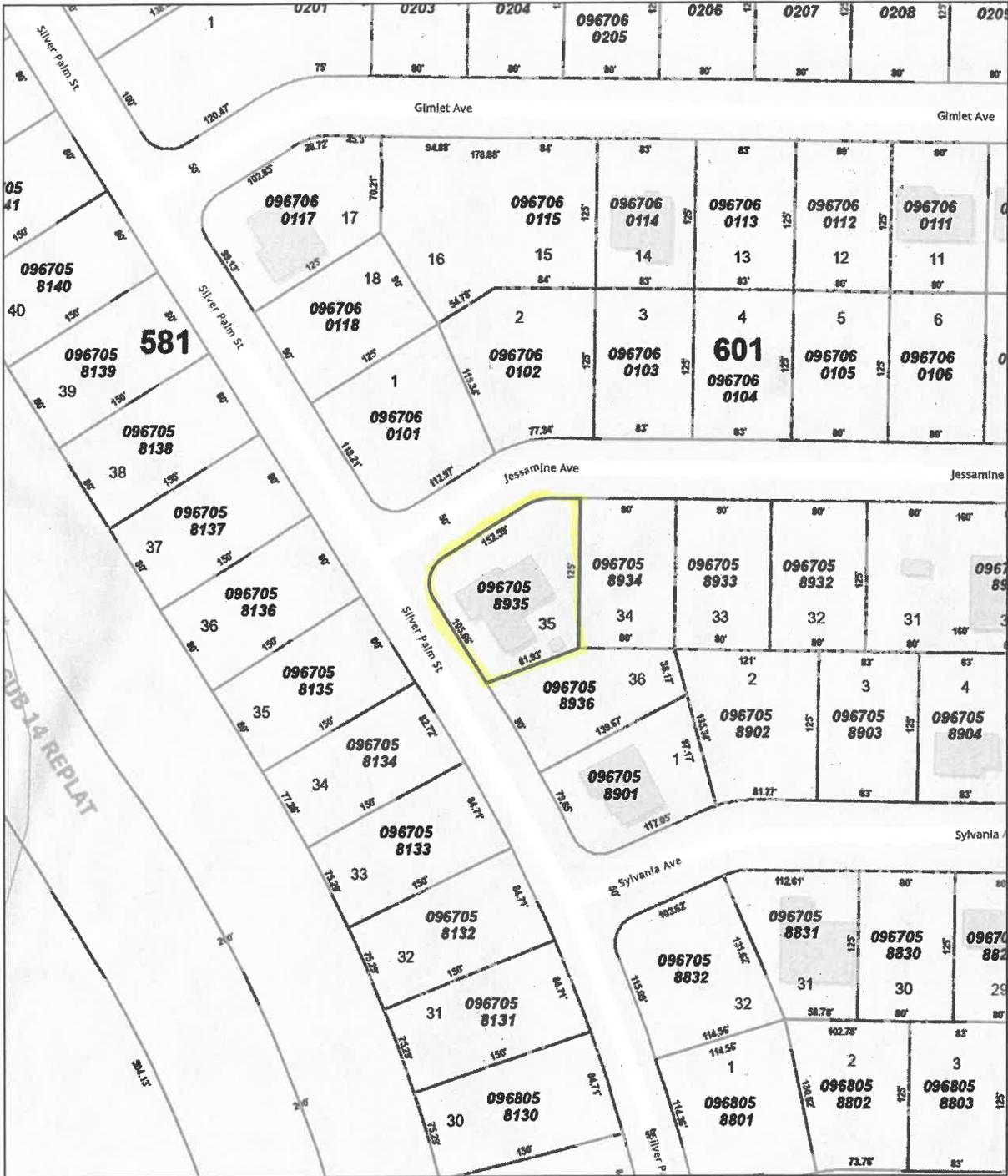
Different portions of a property can be in different flood zones. Please click on MAP link below to see the flood zones.

<u>FIRM Panel</u>	<u>Floodway</u>	<u>SFHA</u>	<u>Flood Zone **</u>	<u>Community</u>	<u>Base Flood Elevation (ft)</u>	<u>CFHA *</u>
0378F	OUT	IN	AE	120279	19.6	OUT
0378F	OUT	OUT	X	120279		OUT

* If your property is in a SFHA or CFHA, use the map to determine if the building footprint is within the flood area.

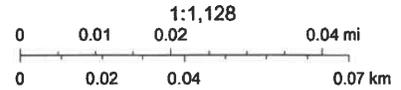
** For more information on flood and flood related issues specific to this property, call (941) 240-8050

For general questions regarding the flood map, call (941) 861-5000.



12/19/2019, 12:49:01 PM

- Override 1
- Parcel



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community
 Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, ©

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GENERAL DEVELOPMENT CORPORATION *
A DELAWARE CORPORATION *
TO WHOM IT MAY CONCERN *

DECLARATION OF RESTRICTIONS

WHEREAS, GENERAL DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, AUTHORIZED TO TRANSACT BUSINESS IN FLORIDA, IS THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY, SITUATE, LYING AND BEING IN THE CITY OF NORTH PORT CHARLOTTE, SARASOTA COUNTY, FLORIDA; TO WIT:

EIGHTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, A SUBDIVISION IN THE CITY OF NORTH PORT CHARLOTTE, SARASOTA COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 14 AT PAGES 6 AND 6A THROUGH 6V OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;
AND,

WHEREAS, THE PROPERTY ABOVE DESCRIBED IS NOT SUBJECT TO ANY RESTRICTIONS AND LIMITATIONS OF RECORD; AND

WHEREAS, IT IS NOW DESIRED BY GENERAL DEVELOPMENT CORPORATION, TO PLACE RESTRICTIONS AND LIMITATIONS OF RECORD AS TO EACH AND EVERY OF THE LOTS LOCATED IN EIGHTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION

EXCEPTING THEREFROM TRACTS A, B, C, D, E, F, G, H, I, J, K, L, M, N

AND TO LIMIT THE USE FOR WHICH EACH AND EVERY OF THE LOTS LOCATED IN EIGHTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION

EXCEPTING THEREFROM TRACTS A, B, C, D, E, F, G, H, I, J, K, L, M, N OF SAID SUBDIVISION, IS INTENDED;

NOW, THEREFORE, GENERAL DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, DOES HEREBY DECLARE THAT EACH AND EVERY OF THE LOTS, EXCEPTING, HOWEVER, TRACTS A, B, C, D, E, F, G, H, I, J, K, L, M, N,

LOCATED IN THE FOLLOWING DESCRIBED PROPERTY, SITUATE, LYING AND BEING IN THE CITY OF NORTH PORT CHARLOTTE, SARASOTA COUNTY, FLORIDA, TO WIT:

EIGHTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, A SUBDIVISION IN THE CITY OF NORTH PORT CHARLOTTE, SARASOTA COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 14 AT PAGES 6 AND 6A THROUGH 6V OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

ARE HEREBY RESTRICTED AS FOLLOWS, AND ALL OF WHICH RESTRICTIONS AND LIMITATIONS ARE INTENDED TO BE AND SHALL BE TAKEN AS A CONSIDERATION FOR ANY AGREEMENT FOR DEED OR ANY DEED OF CONVEYANCE HEREAFTER MADE, AND ONE OF THE EXPRESS CONDITIONS THEREOF, AND THAT SAID RESTRICTIONS AND LIMITATIONS ARE INTENDED TO BE AND SHALL BE TAKEN AS COVENANTS TO RUN WITH THE LAND, AND SHALL BE AS FOLLOWS; TO WIT:

1. EACH AND EVERY OF THE LOTS, EXCEPTING HOWEVER, TRACTS A, B, C, D, E, F, G, H, I, J, K, L, M, N

SITUATED IN SAID EIGHTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION SHALL BE KNOWN AND DESCRIBED AS RESIDENCE LOTS, AND NO STRUCTURE SHALL BE CONSTRUCTED OR ERECTED ON ANY RESIDENCE BUILDING LOT OTHER THAN ONE DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT AND A ONE OR TWO CAR GARAGE.

2. ON WATER FRONT LOTS, NO BUILDING AND/OR ENCLOSED SWIMMING POOLS SHALL BE ERECTED ON ANY PART THEREOF NEARER THAN TWENTY-FIVE (25) TO THE FRONT LOT LINE ADJUTTING THE CANAL, NOR NEARER TO THE REAR LINE WHICH IS THE LINE ADJUTTING THE STREET, THAN TWENTY-FIVE (25) FEET, NOR NEARER THAN SEVEN-ONE-HALF (7 1/2 FEET TO ANY SIDE LOT LINE. HOWEVER, UNENCLOSED SWIMMING POOLS MAY BE ERECTED TO WITHIN 15 FEET OF THE HIGH WATER MARK OR TO THE INDICATED EASEMENT LINE, WHICHEVER IS THE MOST RESTRICTED. FOR THE PURPOSE OF THIS COVENANT, EAVES, STEPS AND OPEN PATIOS, PROVIDING, IT IS UNROPPED, SHALL NOT BE CONSIDERED AS A PART OF THE BUILDING, PROVIDED, HOWEVER, THAT THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A BUILDING ON A LOT TO ENCRDACH UPON ANOTHER LOT OR TO PERMIT CONSTRUCTION WITHIN AN EASEMENT.
3. ON ALL OTHER LOTS, OTHER THAN WATER FRONT LOTS, NO BUILDING AND/OR ENCLOSED SWIMMING POOLS SHALL BE ERECTED ON ANY OF SAID LOTS NEARER THAN TWENTY-FIVE (25) FEET, TO THE FRONT LOT LINES OF SAID LOTS, NOR NEARER THAN 7 1/2 FEET TO ANY SIDE LOT LINE, NOR NEARER THAN TWENTY-FIVE (25) FEET TO THE REAR LOT LINES OF SAID LOTS. HOWEVER, UNENCLOSED SWIMMING POOLS MAY BE ERECTED TO WITHIN 15 FEET OF THE REAR LOT LINE, PROVIDED, HOWEVER, THAT NO CONSTRUCTION WILL ENCRDACH WITHIN AN EASEMENT. ON CORNER LOTS NO STRUCTURE SHALL BE PERMITTED NEARER THAN TWENTY-FIVE (25) FEET TO THE FRONT LOT LINE

LOT LINE OF SAID CORNER LOT, NOR NEARER THAN FIFTEEN (15) FEET TO THE SIDE STREET LINE. FOR THE PURPOSE OF THIS COVENANT, EAVES, STEPS AND OPEN PATIOS, PROVIDING IT IS UNROOFED, SHALL NOT BE CONSIDERED AS A PART OF A BUILDING, PROVIDED, HOWEVER, THAT THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A BUILDING ON A LOT TO ENCRDACH UPON ANOTHER LOT.

4. NO RESIDENCE LOT SHALL BE RESUBDIVIDED INTO BUILDING LOTS HAVING LESS THAN 10,000 SQUARE FEET, NOR HAVING A WIDTH OF LESS THAN SEVENTY-FIVE (75) FEET AT THE MINIMUM BUILDING SETBACK LINE. NO BUILDING SHALL BE ERECTED ON ANY WATER FRONT RESIDENCE BUILDING LOT HAVING AN AREA OF LESS THAN NINE HUNDRED (900) SQUARE FEET FOR A ONE STORY BUILDING; NOR LESS THAN 1080 SQUARE FEET (GROUND AREA) FOR A DWELLING OF MORE THAN ONE STORY. ON ALL OTHER LOTS, OTHER THAN WATER FRONT LOTS, NO BUILDING SHALL BE ERECTED ON ANY RESIDENCE BUILDING LOT HAVING AN AREA OF LESS THAN 600 SQUARE FEET FOR A ONE STORY BUILDING; NOR LESS THAN 720 SQUARE FEET (GROUND AREA) FOR A DWELLING OF MORE THAN ONE STORY.

5. NO BOAT HOUSE OR DOCK BUILDING SHALL BE ERECTED ON OR ADJOINING ANY OF THE LOTS IN EIGHTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION,

BUT A DOCK EXTENDING SUCH A DISTANCE FROM THE LINE OF THE HIGH WATER MARK OF THE WATER FRONT LOTS AS MAY BE APPROVED BY GENERAL DEVELOPMENT CORPORATION MAY BE PERMITTED; AND NO BOAT LANDING, DOCK OR PIER SHALL BE CONSTRUCTED UNTIL THE PLANS AND SPECIFICATIONS THEREOF SHALL HAVE BEEN APPROVED IN WRITING BY GENERAL DEVELOPMENT CORPORATION. NO BOAT CANAL OR OTHER WATERWAYS SHALL BE DUG OR EXCAVATED INTO ANY OF THE WATER FRONT LOTS. NO MOORING PILE SHALL BE PLACED MORE THAN 20 FEET BEYOND THE HIGH WATER MARK OF ANY WATER FRONT LOT, AND NO MOORING PILE SHALL BE PLACED NEARER THAN EIGHT (8) FEET TO A LINE FORMED BY THE PROJECTION OF THE SIDE LINES OF THE WATER FRONT LOT. NO LOT OR PARCEL SHALL BE INCREASED IN SIZE BY FILLING IN THE WATERS ON WHICH IT ABUTS. NO SEA WALL SHALL BE ERECTED OR CONSTRUCTED IN THIS SUBDIVISION UNLESS AND UNTIL ITS LOCATION, DESIGN, MATERIALS, STRUCTURE, STRENGTH, ETC., SHALL HAVE BEEN APPROVED IN WRITING BY GENERAL DEVELOPMENT CORPORATION.

6. NO NOXIOUS OR OFFENSIVE TRADE SHALL BE CARRIED ON OR UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
7. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERECTED ON ANY LOT SHALL AT ANY TIME BE USED AS A RESIDENCE, TEMPORARILY OR PERMANENTLY, NOR SHALL ANY RESIDENCE OF A TEMPORARY CHARACTER BE PERMITTED.
8. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT, EXCEPT ONE (1) PROFESSIONAL SIGN OF NOT MORE THAN ONE (1) SQUARE FOOT, OR ONE (1) SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.
9. NO OIL DRILLING, OIL DEVELOPMENT OPERATION, OIL REFINING, QUARRYING OR MINING OPERATION OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT, NOR SHALL OIL WELLS, TANKS, TUNNELS, MINERAL EXCAVATION OR SHAFTS BE PERMITTED UPON OR IN ANY LOT. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED UPON ANY LOT.
10. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.
11. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH. TRASH, GARBAGE OR OTHER WASTE SHALL NOT BE KEPT, EXCEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSITION OF SUCH MATERIALS SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.
12. NO BUILDING SHALL BE ERECTED ON ANY RESIDENCE LOT, UNTIL THE DESIGN AND LOCATION THEREOF HAS BEEN APPROVED, IN WRITING, BY A COMMITTEE APPOINTED BY GENERAL DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, OR ELECTED BY A MAJORITY OF THE OWNERS OF THE PROPERTY FIRST HEREINABOVE DESCRIBED; PROVIDED, HOWEVER, IN THE EVENT SUCH A COMMITTEE IS NOT IN EXISTENCE, OR FAILS TO

OFF
REC 291 PAGE 401

APPROVE OR DISAPPROVE SUCH DESIGN OR LOCATION WITHIN THIRTY (30) DAYS, THEN SUCH APPROVAL WILL NOT BE REQUIRED, PROVIDED THE DESIGN AND LOCATION OF THE LOT CONFORMS TO AND IS IN HARMONY WITH THE EXISTING STRUCTURES ON THE LOTS FIRST HEREBY DESCRIBED. IN ANY EVENT, EITHER WITH OR WITHOUT APPROVAL OF THE COMMITTEE, THE GROUND FLOOR SQUARE FEET OF ANY BUILDING ON A RESIDENCE WATER FRONT LOT SHALL BE NOT LESS THAN 500 SQUARE FEET IN THE CASE OF A ONE STORY STRUCTURE, NOR LESS THAN 1080 SQUARE FEET (GROUND AREA) IN THE CASE OF A 1 1/2 OR 2 STORY STRUCTURE, AND THE GROUND FLOOR SQUARE FEET OF ANY BUILDING ON THE OTHER LOTS, OTHER THAN WATER FRONT LOTS, SHALL NOT BE LESS THAN 600 SQUARE FEET IN THE CASE OF A ONE STORY STRUCTURE, NOR LESS THAN 720 SQUARE FEET (GROUND AREA) IN THE CASE OF A 1 1/2 OR 2 STORY STRUCTURE.

13. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO AND SIX FEET ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING THEM AT POINTS TWENTY-FIVE (25) FEET FROM THE INTERSECTION OF THE STREET LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER FROM THE INTERSECTION OF THE STREET PROPERTY LINES EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY ON ANY LOT WITHIN TEN FEET FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREE SHALL BE PERMITTED TO REMAIN SAID DISTANCE OF SAID INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.
14. THE EASEMENTS SHOWN ON THE PLAT OF EIGHTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 14 AT PAGES 6 AND 6A THROUGH 6V OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; ARE HEREBY RESERVED AS PERPETUAL EASEMENTS FOR INSTALLATIONS AND MAINTENANCE.
15. THESE COVENANTS AND RESTRICTIONS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL THE PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL MARCH 20, 1981 AT WHICH TIME

SAID COVENANTS AND RESTRICTIONS SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS, BY VOTE OF A MAJORITY OF THE THEN OWNERS OF THE LOTS, IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

16. ANYTHING IN THIS DECLARATION TO THE CONTRARY NOTWITHSTANDING THESE RESTRICTIONS, RESERVATIONS, AND COVENANTS MAY BE AMENDED FROM TIME TO TIME BY RECORDING AMONG THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN RECORD OWNERS OF THE LOT OR TRACTS IN EIGHTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION PROVIDED, HOWEVER, NO SUCH AMENDMENT MAY BE MADE PRIOR TO MARCH 20, 1981 WITHOUT WRITTEN CONSENT OF GENERAL DEVELOPMENT CORPORATION.

17. IN THE EVENT OF A VIOLATION OR BREACH OF ANY OF THESE RESTRICTIONS BY ANY PERSON OR CONCERN CLAIMING BY, THROUGH OR UNDER GENERAL DEVELOPMENT CORPORATION, OR BY VIRTUE OF ANY JUDICIAL PROCEEDINGS, GENERAL DEVELOPMENT CORPORATION, AND THE LOT OWNERS, OR ANY OF THEM JOINTLY OR SEVERALLY SHALL HAVE THE RIGHT TO PROCEED AT LAW OR IN EQUITY TO COMPEL A COMPLIANCE WITH THE TERMS HEREOF OR TO PREVENT THE VIOLATION OR BREACH OF ANY OF THEM. IN ADDITION TO THE FOREGOING, GENERAL DEVELOPMENT CORPORATION, SHALL HAVE THE RIGHT WHENEVER THERE SHALL HAVE BEEN GUILT ON ANY LOT ANY STRUCTURE WHICH IS IN VIOLATION OF THESE RESTRICTIONS, TO ENTER UPON THE PROPERTY WHERE SUCH VIOLATION EXISTS AND SUMMARILY ABATE OR REMOVE THE SAME AT THE EXPENSE OF THE OWNER, AND SUCH ENTRY AND ABATEMENT OR REMOVAL SHALL NOT BE DEEMED A TRESPASS. THE FAILURE TO ENFORCE ANY RIGHT, RESERVATION, RESTRICTION OR CONDITION CONTAINED IN THIS DECLARATION OF RESTRICTIONS, HOWEVER LONG CONTINUED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER AS TO THE SAME BREACH OR AS TO A BREACH OCCURRING PRIOR OR SUBSEQUENT THERETO AND SHALL NOT BAR OR AFFECT ITS ENFORCEMENT.

18. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT, DECREE OR COURT ORDER SHALL IN NOWISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

OFF REC 291 PAGE 403

IN WITNESS WHEREOF, GENERAL DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PROPER OFFICERS, WHO ARE THEREUNTO DULY AUTHORIZED, AND ITS CORPORATE SEAL TO BE AFFIXED, AT MIAMI, DADE COUNTY, FLORIDA, THIS 4TH DAY OF APRIL 1961.

GENERAL DEVELOPMENT CORPORATION (SEAL)

By [Signature]
ITS PRESIDENT

ATTEST [Signature]
ITS SECRETARY

STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY THAT ON THIS 4TH DAY OF APRIL 1961, BEFORE ME PERSONALLY APPEARED F.E. MACKLE, JR., AND E.J. MACKLE, PRESIDENT AND SECRETARY, RESPECTIVELY, OF GENERAL DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND THAT THEY AFFIXED THERETO THE OFFICIAL SEAL OF SAID CORPORATION, AND THAT THE SAID INSTRUMENT IS THE ACT AND DEED OF SAID CORPORATION.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT MIAMI, IN THE COUNTY OF DADE AND STATE OF FLORIDA, THE DAY AND YEAR LAST AFORESAID.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA'S LARGE
MY COMMISSION EXPIRES:
Notary Public, State of Florida at Large
My Commission Expires Jan. 17, 1962
Issued by American Fire & Casualty Co.

109658

FILED AND RECORDED

APR 6 9 51 AM '61
WILLIAM H. FULLER
SARASOTA, FLA.

900
300
300

Documentary Tax Pd. \$
Intangible Tax Pd. \$
R. H. Hackney, Jr., Clerk, Sarasota County
By: Nancy Roen
Deputy Clerk

THIS INSTRUMENT PREPARED BY
NANCY H. ROEN, ESQUIRE
1111 SOUTH BAYSHORE DR.
MIAMI, FLORIDA 33131

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that:

General Development Corporation, a Delaware corporation authorized to do business in the State of Florida, in the County of Dade and State of Florida, hereinafter called "Grantor", in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby grant to THE NORTH PORT WATER CONTROL DISTRICT, a public agency duly established pursuant to the provisions of Chapter 298, Florida Statutes, whose address is P.O. Box 7167, North Port, Florida 33596, hereinafter called "Grantee", and to its successors and assigns, a 20-foot non-exclusive maintenance easement at the lot line or tract line abutting to and adjacent to all creeks, waterways or drainage rights of way, except as shown by dashed lines as shown on the plats of the property more particularly described on Exhibit "A", situated in the County of Sarasota, State of Florida. Said non-exclusive easement shall be granted for the purpose of maintaining or operating the creeks, waterways or drainage rights of way dedicated to the North Port Water Control District by separate instrument of even date herewith abutting such grant of easement.

The Grantor, however, reserves the right and privilege to use the above described easement for all purposes except as herein granted or as might interfere with Grantee's use, occupation or enjoyment thereof, or as might cause a hazardous condition.

In the event that Grantee, its employees, agents or contractors, etc., cause damage to the property of the Grantor in the exercise of the privilege granted in this easement, Grantee agrees to restore any property so damaged, to its original condition.

Should Grantee remove or abandon the use of its facilities, or fail for any reasonable period of time to exercise the rights herein granted, then in that event all the rights and privileges hereunder shall cease and the easement privileges and rights herein granted shall revert to the Grantors.

This is a non-exclusive easement, the Grantor reserving to itself and its successors or assigns the right to grant easements over the subject property to third parties for compatible purposes.

IN WITNESS WHEREOF the Grantor has executed this Grant of Easement this 16th day of August 1985.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

GENERAL DEVELOPMENT CORPORATION

By: [Signature]
C. C. CRUMP, Sr., Vice President

ATTEST:
NANCY H. ROEN, Secretary

STATE OF FLORIDA)
COUNTY OF DADE)ss

The foregoing instrument was acknowledged before me this 16th day of August 1985 by C. C. CRUMP and NANCY H. ROEN, Senior Vice President and Secretary respectively of GENERAL DEVELOPMENT CORPORATION on behalf of the corporation.

My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 12, 1983
BONDED THRU GENERAL INS. (10/)

[Signature]
NOTARY PUBLIC
State of Florida at Large

LEG 101/08/16/85

CORD C. MELLOR
Attorney at Law
Post Office Box 7126
North Port, Florida 33596

O. R. 1886 Pg 1823

LEGAL DESCRIPTION: N.P.W.C.D.

All of the Drainage Rights-of-Way, Waterways, Creeks and 20 Foot Maintenance Easement at the lot line or tract line abutting to and adjacent to all Creeks, Waterways and Drainage Rights-of-Way except as shown by dashed lines as shown on the plots of:

	PLAT BOOK	PAGE
First Addition to Port Charlotte Subdivision	11	29
Second Addition to Port Charlotte Subdivision	11	30
Fourth Addition to Port Charlotte Subdivision	11	32
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Sixth Addition to Port Charlotte Subdivision	11	34
Seventh Addition to Port Charlotte Subdivision	12	19
Eighth Addition to Port Charlotte Subdivision	12	20
Ninth Addition to Port Charlotte Subdivision	12	21
Tenth Addition to Port Charlotte Subdivision	12	22
Eleventh Addition to Port Charlotte Subdivision	13	2
Twelfth Addition to Port Charlotte Subdivision	13	8
First Replat in Twelfth Addition to Port Charlotte Subdivision	20	11
Fourteenth Addition to Port Charlotte Subdivision	13	13
Replat of a Portion of Fourteenth Addition to Port Charlotte Subdivision and Other Lands	15	9
Sixteenth Addition to Port Charlotte Subdivision	13	15
First Replat in Sixteenth Addition to Port Charlotte Subdivision	20	12
Seventeenth Addition to Port Charlotte Subdivision	13	16
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Nineteenth Addition to Port Charlotte Subdivision	14	7
Twentieth Addition to Port Charlotte Subdivision	14	8
Twentyfirst Addition to Port Charlotte Subdivision	14	9
Twentysecond Addition to Port Charlotte Subdivision	14	10
Twenty-Third Addition to Port Charlotte Subdivision	14	13
Twentyfourth Addition to Port Charlotte Subdivision	14	14
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Twenty-Eighth Addition to Port Charlotte Subdivision	15	12
Twenty-Ninth Addition to Port Charlotte Subdivision	15	13
Thirtieth Addition to Port Charlotte Subdivision	15	14
Thirty-First Addition to Port Charlotte Subdivision	15	15
Thirty-Second Addition to Port Charlotte Subdivision	15	16
Thirty-Third Addition to Port Charlotte Subdivision	15	17
Thirty-Fourth Addition to Port Charlotte Subdivision	15	18
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Forty-Ninth Addition to Port Charlotte Subdivision	21	1
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Fifty-Second Addition to Port Charlotte Subdivision	21	13
Fifty Third Addition to Port Charlotte Subdivision	21	14
Fifty-Fourth Addition to Port Charlotte Subdivision	21	21
Fifty Fifth Addition to Port Charlotte Subdivision	22	40
Fifty-Sixth Addition to Port Charlotte Subdivision	28	50
North Port Charlotte Estates	81	21
First Addition to North Port Charlotte Estates	81	29
Second Addition to North Port Charlotte Estates	81	47

O.R. 1885 P. 1824

FILED AND RECORDED
R.H. BACKNEY JR. CLERK
SARASOTA CO. FLA.

905
150
3091C

Documentary Tax Pd. \$
Intangible Tax Pd. \$
J. H. Mackney, Jr., Clerk, Sarasota County
By:
Deputy Clerk

THIS INSTRUMENT PREPARED BY
NANCY H. ROEN, ESQUIRE
1111 SOUTH BAYSHORE DR.
MIAMI, FLORIDA 33131

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that:

General Development Corporation, a Delaware corporation authorized to do business in the State of Florida, in the County of Dade and State of Florida, hereinafter called "Grantor", in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby grant to THE NORTH PORT WATER CONTROL DISTRICT, a public agency duly established pursuant to the provisions of Chapter 298, Florida Statutes, whose address is P.O. Box 7167, North Port, Florida 33596, hereinafter called "Grantee", and to its successors and assigns, a 20-foot non-exclusive maintenance easement at the lot line or tract line abutting to and adjacent to all creeks, waterways or drainage rights of way, except as shown by dashed lines as shown on the plats of the property more particularly described on Exhibit "A", situated in the County of Sarasota, State of Florida. Said non-exclusive easement shall be granted for the purpose of maintaining or operating the creeks, waterways or drainage rights of way dedicated to the North Port Water Control District by separate instrument of even date herewith abutting such grant of easement.

The Grantor, however, reserves the right and privilege to use the above described easement for all purposes except as herein granted or as might interfere with Grantee's use, occupation or enjoyment thereof, or as might cause a hazardous condition.

In the event that Grantee, its employees, agents or contractors, etc., cause damage to the property of the Grantor in the exercise of the privilege granted in this easement, Grantee agrees to restore any property so damaged, to its original condition.

Should Grantee remove or abandon the use of its facilities, or fail for any reasonable period of time to exercise the rights herein granted, then in that event all the rights and privileges hereunder shall cease and the easement privileges and rights herein granted shall revert to the Grantors.

This is a non-exclusive easement, the Grantor reserving to itself and its successors or assigns the right to grant easements over the subject property to third parties for compatible purposes.

IN WITNESS WHEREOF the Grantor has executed this Grant of Easement this 16th day of August 1985.

Signed, sealed and delivered
in the presence of:

GENERAL DEVELOPMENT CORPORATION

By:
C. C. CRUMP, Sr. Vice President

ATTEST:
NANCY H. ROEN, Secretary

STATE OF FLORIDA)
COUNTY OF DADE)ss

The foregoing instrument was acknowledged before me this 16th day of August 1985 by C. C. CRUMP and NANCY H. ROEN, Senior Vice President and Secretary respectively of GENERAL DEVELOPMENT CORPORATION on behalf of the corporation.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
My Comm. Expires: 08/15/1987
BONDED UNDER CHAPTER 462, F.S.

NOTARY PUBLIC
State of Florida at Large

CORD C. MELLOR
Attorney at Law
Post Office Box 7126
North Port, Florida 32596

O. R. 1941 PG 0017

State of Florida
County of Sarasota, } R. H. Hackney, Jr.

Clerk of Circuit Court, in and for said
County, do hereby certify that the fore-
going is a true and correct
copy of the original instrument filed and
recorded in this office.

Witness my hand and official seal
this 17 day of Sept. A. D. 1941

R. H. Hackney, Jr.
Clerk of Circuit Court
Sarasota County, Fla.

By W. L. [Signature]
As Deputy Clerk

LEGAL DESCRIPTION N.P.W.C.D.

All of the Drainage Rights-of-Way, Waterways, Creeks and 20 Foot Maintenance Easement at the lot line or tract line abutting to and adjacent to all Creeks, Waterways and Drainage Rights-of-Way except as shown by dashed lines as shown on the plots of:

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Fifty-fourth Addition to Port Charlotte Subdivision	21	21
Fifty-fifth Addition to Port Charlotte Subdivision	22	40
Fifty-sixth Addition to Port Charlotte Subdivision	28	50
North Port Charlotte Estates	18	21
First Addition to North Port Charlotte Estates	18	25
Second Addition to North Port Charlotte Estates	18	44

FILED AND RECORDED
R.L. BROWN JR. CLERK
SARASOTA CO. FLA.

all of the Public Records of Sarasota County, Florida

SEP 17 3 15 PM '86

O. R. 1941 PG 0019

State of Florida }
County of Sarasota, } I, R. H. Hackney, Jr.

Clerk of Circuit Court in and for said
County, do hereby certify that the fore-
going is a true and correct
copy of the original instrument filed and
recorded in this office.

Witness my hand and official seal
this 17 day of Sept A. D. 1941

R. H. Hackney, Jr.
Clerk of Circuit Court
Sarasota County, Fla.

By _____
As Deputy Clerk

LEGAL DESCRIPTION: N.P.W.C.D.

All of the Drainage Rights-of-Way, Waterways, Creeks and 20 Foot Maintenance Easement at the lot line or tract line abutting to and adjacent to all Creeks, Waterways and Drainage Rights-of-Way except as shown by dashed lines as shown on the plats of:

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Fifty-Fifth Addition to Port Charlotte Subdivision	22	40
Fifty-Sixth Addition to Port Charlotte Subdivision	28	50
North Port Charlotte Estates	18	21
First Addition to North Port Charlotte Estates	19	29
Second Addition to North Port Charlotte Estates	19	44

all of the Public Records of Sarasota County, Florida

O. R. 1941 PG 0021

TOGETHER WITH THE FOLLOWING:

In PORT CHARLOTTE SUBDIVISION, Recorded in Plat Book 10, at Page 95.

All of the Myakkahatchee Creek lying within the plat limits,

In THIRD ADDITION TO PORT CHARLOTTE SUBDIVISION, Recorded in Plat Book 11, at Page 31.

A 20 foot maintenance easement along all lot lines or tract lines adjoining Waterways, and as shown along the rear of Tract D and Block 345, lying within the plat limits.

In THIRTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, Recorded in Plat Book 13, at Page 12.

All of the Myakkahatchee Creek lying within the plat limits, and a 20 foot maintenance easement at the lot lines abutting and adjacent to said Myakkahatchee Creek.

In FORTY-FIRST ADDITION TO PORT CHARLOTTE SUBDIVISION, Recorded in Plat Book 16, at Page 42.

That certain 100 foot Drainage Right-of-Way from the northwesterly plat limits extending southerly and easterly to the westerly Right-of-Way line of North Biscayne Drive, and that certain 50 foot Drainage Right-of-Way lying between Blocks 1935 and 1936, and a 20 foot maintenance easement at the lot lines abutting and adjacent to said Drainage Rights-of-Way.

In FORTY SECOND ADDITION TO PORT CHARLOTTE SUBDIVISION, Recorded in Plat Book 17 at Page 52.

A 20 foot maintenance easement at the lot lines abutting and adjacent to Myakkahatchee Creek.

In FORTY-THIRD ADDITION TO PORT CHARLOTTE SUBDIVISION, Recorded in Plat Book 18 at Page 26.

All of the Drainage Rights-of-Way less and except the following.

A certain 30 foot Drainage Right-of-Way lying between Lots 3 and 4 in Block 29, and the 10 foot maintenance easements (shown by dashed lines on said plat of FORTY-THIRD ADDITION) contiguous and adjacent to said Drainage Right-of-Way, and a certain 50 foot Drainage Right-of-Way lying between Lots 10 and 11 in Block 29, and the 10 foot maintenance easements (shown by dashed lines on said plat of FORTY-THIRD ADDITION) contiguous and adjacent to said Drainage Right-of-Way.

In FIFTIETH ADDITION TO PORT CHARLOTTE SUBDIVISION, Recorded in Plat Book 21 at Page 7.

A 20 foot maintenance easement at the lot lines abutting and adjacent to Myakkahatchee Creek.

Section 19, Township 39 South, Range 22 East, (Snover Waterway). A 200 foot strip of land from the westerly limit of Snover Waterway (as shown on the said plat of Forty-Ninth Addition to Port Charlotte Subdivision) extending westerly to the easterly plat limit of the said Fifty Third Addition to Port Charlotte Subdivision, and a 20 footstrip of land contiguous with and lying southerly, for maintenance easement.

Sections 19 and 30, Township 39 South, Range 22 East (Twin Lakes Waterway). A 50 foot strip of land contiguous with and lying westerly of the westerly plat limit of the said plat of Thirty-Third Addition to Port Charlotte Subdivision, from the westerly prolongation of the Southerly Right-of-Way line of McCarthy Boulevard (as shown on the said plat of Thirty-Third Addition to Port Charlotte Subdivision) southward to the northerly Right-of-Way line of Hallmark Boulevard (as shown on the said plat of Fifty-Fourth Addition to Port Charlotte Subdivision), and a 20 foot strip of land contiguous with and lying westerly, for maintenance easement.

Sections 29, 30, 31 and 32, Township 39 South, Range 21 East, (Myakkahatchee Creek). A 200 foot strip of land beginning at the southerly extension of Myakkahatchee Waterway as shown on said plat of Fifty-Second Addition to Port Charlotte Subdivision and extending southerly to the northerly Right-of-Way line of U.S. Highway No. 41 (as it now exists), and a 20 foot strip of land contiguous with and lying westerly, for maintenance easement.

Section 31, Township 39 South, Range 21 East, (Drainage Right-of-Way). A 100 foot strip of land beginning at the easterly extension of a certain Drainage Right-of-Way that is contiguous, adjacent, and lying northerly of the southerly line of said plat of Forty-Third Addition to Port Charlotte Subdivision and extending easterly to the northerly extension of Myakkahatchee Creek as shown on the said plat of Port Charlotte Subdivision, and a 20 foot strip of land contiguous with and lying northerly, and a 20 foot strip of land contiguous with and lying southerly, both said strips of land for maintenance easement.

Paragraph 28 of Consent Order OGC file No. 82-0128 dated November 23, 1983, is hereby made a part of, and read as follows with the word "attached" that follows "proposed in Exhibit K," omitted.

General desires to complete Fordham Waterway, which is located in Unit 46, as a shallow, wetland canal. The design of the remaining work to be done in Fordham Waterway will be as proposed in Exhibit K. Upon completion the wetlands along the canal shall comprise five (5) acres. The construction of the wetland canal section shall be completed within thirty-six (36) months of the entry of this consent order. Upon completion of construction of the wetlands General will provide to the Department a certificate of completion signed by a registered professional engineer, certifying that the project has been completed as designed, in accordance with Exhibit K. Upon receipt of Department approval that the construction is in accordance with the design standard in Exhibit K, General shall convey to the Department a conservation easement over the parcel, and shall then convey fee simple title, subject to the easement, to the North Port Water Control District.

All lying and being in the City of North Port, Sarasota County, Florida.

APR 29 2 10 PM '87
FILED AND RECORDED
RILEY JACKNEY JR. CLERK
SARASOTA COUNTY, FLA.

13.00
4/28/85
JLC

THIS INSTRUMENT PREPARED BY:
NANCY H. ROEN, ESQUIRE
1111 South Bayshore Drive
Miami, Florida 33131

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that GENERAL DEVELOPMENT CORPORATION, a Delaware corporation authorized to do business in the State of Florida, does hereby dedicate, grant and convey to the NORTH PORT WATER CONTROL DISTRICT, a public agency duly established pursuant to the provisions of Chapter 298, Florida Statutes, whose post office address is: P.O. Box 7167, North Port, Florida 33596, the property described on Exhibit "A" attached hereto and incorporated herein by reference for the following uses:

1. For roadway purposes, i.e., to construct and maintain roadways for public use.
2. The preservation, maintenance, operation, control, repair and replacement of the surface water management system.
3. To be used for such other purposes as may be designated by said NORTH PORT WATER CONTROL DISTRICT.

Whenever said property shall be discontinued or cease to be used for the purposes above described, title thereto shall ipso facto revert to GENERAL DEVELOPMENT CORPORATION, its successors or assigns.

In consideration of said dedication, the NORTH PORT WATER CONTROL DISTRICT, by the execution of the instrument, agrees to accept the said dedication and maintain the said properties for the purposes and uses above described.

IN WITNESS WHEREOF, GENERAL DEVELOPMENT CORPORATION has caused this dedication to be executed and its corporate seal to be hereunto affixed by its proper officers hereunto fully authorized all on this 16th day of August, 1985.

Signed, sealed and delivered in the presence of:

Handwritten signatures

GENERAL DEVELOPMENT CORPORATION

BY: *[Signature]*
C.C. CRUMP, Sr. President

ATTEST:
NANCY H. ROEN, Secretary

STATE OF FLORIDA)
COUNTY OF DADE)ss.

BEFORE ME, personally appeared C.C. CRUMP and NANCY H. ROEN, Senior Vice President and Secretary respectively of GENERAL DEVELOPMENT CORPORATION and severally acknowledged before me that they executed such instrument and affixed the seal of said corporation and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of August, 1985.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 12, 1989
BONDED THRU GENERAL INS. CO.

[Signature]
NOTARY PUBLIC
State of Florida at Large

O.R. 1886 PG 1825

CORD C. MELLOR
Attorney at Law
Post Office Box 2126
North Port, Florida 3396

ACCEPTANCE

THE NORTH PORT WATER CONTROL DISTRICT, a public agency duly established pursuant to the provisions of Chapter 298, Florida Statutes, by the execution of this instrument, does hereby accept the dedication aforesaid and agrees to accept and maintain the same. Such acceptance is limited to the interests herein conveyed and is not intended to extend to any other property or interest.

IN WITNESS WHEREOF, the NORTH PORT WATER CONTROL DISTRICT has caused this Acceptance to be executed by its duly authorized officer hereinafter named.

THE NORTH PORT WATER CONTROL DISTRICT

BY 
Chairman
BOARD OF SUPERVISORS

DATED: 19 August 1985

O.R. 1986 PG 1826

2-11-86 A

LEGAL DESCRIPTION N.P.W.C.D.

All of the Drainage Rights-of-Way, Waterways, Creeks and 20 Foot Maintenance Easement of the lot line or tract line abutting to and adjacent to all Creeks, Waterways and Drainage Rights-of-Way except as shown by dashed lines as shown on the plots of:

	PLAT BOOK	PAGE
First Addition to Port Charlotte Subdivision		29
Second Addition to Port Charlotte Subdivision	11	30
Fourth Addition to Port Charlotte Subdivision	11	32
Fifth Addition to Port Charlotte Subdivision	11	33
Sixth Addition to Port Charlotte Subdivision	11	34
Seventh Addition to Port Charlotte Subdivision	12	19
Eighth Addition to Port Charlotte Subdivision	12	20
Ninth Addition to Port Charlotte Subdivision	12	21
Tenth Addition to Port Charlotte Subdivision	12	22
Eleventh Addition to Port Charlotte Subdivision	13	2
Twelfth Addition to Port Charlotte Subdivision	13	8
First Replat in Twelfth Addition to Port Charlotte Subdivision	20	11
Fourteenth Addition to Port Charlotte Subdivision	13	13
Replat of a Portion of Fourteenth Addition to Port Charlotte Subdivision and Other Lands	15	9
Sixteenth Addition to Port Charlotte Subdivision	13	15
First Replat in Sixteenth Addition to Port Charlotte Subdivision	20	12
Seventeenth Addition to Port Charlotte Subdivision	13	16
Eighteenth Addition to Port Charlotte Subdivision	14	6
Nineteenth Addition to Port Charlotte Subdivision	14	7
Twentieth Addition to Port Charlotte Subdivision	14	8
Twenty-first Addition to Port Charlotte Subdivision	14	9
Twenty-second Addition to Port Charlotte Subdivision	14	10
Twenty-third Addition to Port Charlotte Subdivision	14	13
Twenty-fourth Addition to Port Charlotte Subdivision	14	14
Twenty-fifth Addition to Port Charlotte Subdivision	15	2
Twenty-sixth Addition to Port Charlotte Subdivision	15	3
Twenty-seventh Addition to Port Charlotte Subdivision	15	11
Twenty-eighth Addition to Port Charlotte Subdivision	15	12
Twenty-ninth Addition to Port Charlotte Subdivision	15	13
Thirtieth Addition to Port Charlotte Subdivision	15	14
Thirty-first Addition to Port Charlotte Subdivision	15	15
Thirty-second Addition to Port Charlotte Subdivision	15	16
Thirty-third Addition to Port Charlotte Subdivision	15	17
Thirty-fourth Addition to Port Charlotte Subdivision	15	18
Thirty-fifth Addition to Port Charlotte Subdivision	15	19
Thirty-sixth Addition to Port Charlotte Subdivision	16	3
Thirty-seventh Addition to Port Charlotte Subdivision	16	4
Thirty-ninth Addition to Port Charlotte Subdivision	16	14
Forty-fourth Addition to Port Charlotte Subdivision	19	33
Forty-fifth Addition to Port Charlotte Subdivision	19	38
Forty-sixth Addition to Port Charlotte Subdivision	19	45
Forty-seventh Addition to Port Charlotte Subdivision	19	46
Forty-eighth Addition to Port Charlotte Subdivision	20	5
Forty-ninth Addition to Port Charlotte Subdivision	21	1
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Fifty-second Addition to Port Charlotte Subdivision	21	13
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Fifty-fourth Addition to Port Charlotte Subdivision	21	21
Fifty-fifth Addition to Port Charlotte Subdivision	22	22
Fifty-sixth Addition to Port Charlotte Subdivision	28	28
North Port Charlotte Estates	18	18
First Addition to North Port Charlotte Estates	19	19
Second Addition to North Port Charlotte Estates	19	19

all of the Public Records of Sarasota County, Florida

D.R. 1886 PG 1827

FILED AND RECORDED
R.H. HARKNEY JR. CLERK
SARASOTA CO. FLA.
SEP 17 3 15 PM '86

Re Fee
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663743

O.R. 1941 PG 0006

O.R. 1886 PG 1825

13.00
4.00

THIS INSTRUMENT PREPARED BY:
NANCY H. ROEN, ESQUIRE
1111 South Bayshore Drive
Miami, Florida 33131

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that GENERAL DEVELOPMENT CORPORATION, a Delaware corporation authorized to do business in the State of Florida, does hereby dedicate, grant and convey to the NORTH PORT WATER CONTROL DISTRICT, a public agency duly established pursuant to the provisions of Chapter 298, Florida Statutes, whose post office address is: P.O. Box 7167, North Port, Florida 33596, the property described on Exhibit "A" attached hereto and incorporated herein by reference for the following uses:

1. For roadway purposes, i.e., to construct and maintain roadways for public use.
2. The preservation, maintenance, operation, control, repair and replacement of the surface water management system.
3. To be used for such other purposes as may be designated by said NORTH PORT WATER CONTROL DISTRICT.

Whenever said property shall be discontinued or cease to be used for the purposes above described, title thereto shall ipso facto revert to GENERAL DEVELOPMENT CORPORATION, its successors or assigns.

In consideration of said dedication, the NORTH PORT WATER CONTROL DISTRICT, by the execution of the instrument, agrees to accept the said dedication and maintain the said properties for the purposes and uses above described.

IN WITNESS WHEREOF, GENERAL DEVELOPMENT CORPORATION has caused this dedication to be executed and its corporate seal to be hereunto affixed by its proper officers hereunto fully authorized all on this 16th day of August, 1985.

Signed, sealed and delivered in the presence of:

Handwritten signatures of witnesses

GENERAL DEVELOPMENT CORPORATION

BY: *[Signature]*
C.C. CRUMP, Sr. Vice President

ATTEST:
NANCY H. ROEN, Secretary

STATE OF FLORIDA)
COUNTY OF DADE)ss.

BEFORE ME, personally appeared C.C. CRUMP and NANCY H. ROEN, Senior Vice President and Secretary respectively of GENERAL DEVELOPMENT CORPORATION and severally acknowledged before me that they executed such instrument and affixed the seal of said corporation and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of August, 1985.

My Commission Expires:

[Signature]
NOTARY PUBLIC
State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. MAY 22, 1985
BORNED THRU GENERAL REG. ORD.

CORD C. MELLOR
Attorney at Law
Post Office Box 7126
North Port, Florida 33598

015577

O. R. 1941 PG 0007

State of Florida

County of Sarasota,

R. H. Hackney, Jr.

Clerk of Circuit Court in and for said County, do hereby certify that the foregoing is a true and correct copy of the original instrument filed and recorded in this office.

Witness my hand and official seal this 17 day of April, A. D. 1941

R. H. Hackney, Jr.

Clerk of Circuit Court

Sarasota County, Fla.

[Signature]
As Deputy Clerk

O.R. 1941 PG 0008
O.R. 1986 PG 1826

ACCEPTANCE

THE NORTH PORT WATER CONTROL DISTRICT, a public agency duly established pursuant to the provisions of Chapter 298, Florida Statutes, by the execution of this instrument, does hereby accept the dedication aforesaid and agrees to accept and maintain the same. Such acceptance is limited to the interests herein conveyed and is not intended to extend to any other property or interest.

IN WITNESS WHEREOF, the NORTH PORT WATER CONTROL DISTRICT has caused this Acceptance to be executed by its duly authorized officer hereinafter named.

THE NORTH PORT WATER CONTROL DISTRICT

BY 
Chairman
BOARD OF SUPERVISORS

DATED: 19 AUGUST 1985

Q. R. 1941 PG 0009

State of Florida }
County of Sarasota, } I. R. H. Hackney, Jr.

Clerk of Circuit Court in and for said County, do hereby certify that the foregoing is a true and correct copy of the original instrument filed and recorded in this office.

Witness my hand and official seal this 17 day of Sept A. R. 19 84.

R. H. Hackney, Jr.
Clerk of Circuit Court
Sarasota County, Fla.

By W. Peterson
As Deputy Clerk

LEGAL DESCRIPTION N.P.W.C.D.

All of the Drainage Rights-of-Way, Waterways, Creeks and 20 Foot Maintenance Easement at the lot line or tract line abutting to and adjacent to all Creeks, Waterways and Drainage Rights-of-Way except as shown by dashed lines as shown on the plots of:

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Fifty-fourth Addition to Port Charlotte Subdivision	21	21
Fifty-fifth Addition to Port Charlotte Subdivision	22	28
Fifty-sixth Addition to Port Charlotte Subdivision	20	28
North Port Charlotte Estates	18	12
First Addition to North Port Charlotte Estates	19	22
Second Addition to North Port Charlotte Estates	19	24

all of the Public Records of Sarasota County, Florida

O.R. 1941 PG

0010

O.R. 1886 PG 1827

FILED AND RECORDED
BY: MARGREY JR. CLERK
SARASOTA CO. FLA.
SEP 17 3 15 PM '05

O. R. 1941 PG 0011

State of Florida }
County of Sarasota, } I. R. H. Hackney, Jr

Clark of Circuit Court in and for said
County, do hereby certify that the fore-
going is a true and correct
copy of the original instrument filed and
recorded in this office.

Witness my hand and official seal
this 17 day of Sept A. D. 19 41

I. R. Hackney, Jr
Clark of Circuit Court
Sarasota County, Fla

[Signature]
As Deputy Clerk

LEGAL DESCRIPTION: N.P.W.C.D.

All of the Drainage Rights-of-Way, Waterways, Creeks and 20 Foot Maintenance Easement at the lot line or tract line abutting to and adjacent to all Creeks, Waterways and Drainage Rights-of-Way except as shown by dashed lines as shown on the plats of:

	PLAT BOOK	PAGE
First Addition to Port Charlotte Subdivision	11	29
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Twelfth Addition to Port Charlotte Subdivision	13	8
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Fourteenth Addition to Port Charlotte Subdivision	13	13
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Thirty-Second Addition to Port Charlotte Subdivision	15	16
Thirty-Third Addition to Port Charlotte Subdivision	15	17
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Thirty-Fifth Addition to Port Charlotte Subdivision	15	19
Thirty-Sixth Addition to Port Charlotte Subdivision	16	3
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Forty-Fourth Addition to Port Charlotte Subdivision	19	33
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Forty-Sixth Addition to Port Charlotte Subdivision	19	45
Forty-Seventh Addition to Port Charlotte Subdivision	19	46
Forty-Eighth Addition to Port Charlotte Subdivision	20	5
Forty-Ninth Addition to Port Charlotte Subdivision	21	1
Fifty-First Addition to Port Charlotte Subdivision	21	8
Fifty-Second Addition to Port Charlotte Subdivision	21	13
Fifty Third Addition to Port Charlotte Subdivision	21	14
Fifty-Fourth Addition to Port Charlotte Subdivision	21	21
Fifty-Fifth Addition to Port Charlotte Subdivision	22	40
Fifty-Sixth Addition to Port Charlotte Subdivision	28	50
North Port Charlotte Estates	18	21
First Addition to North Port Charlotte Estates	19	29
Second Addition to North Port Charlotte Estates	19	44

all of the Public Records of Sarasota County, Florida

TOGETHER WITH THE FOLLOWING:

In PORT CHARLOTTE SUBDIVISION, Recorded in Plat Book 10, at Page 95.

All of the Myakkahatchee Creek lying within the plat limits,

In THIRD ADDITION TO PORT CHARLOTTE SUBDIVISION, Recorded in Plat Book 11, at Page 31.

A 20 foot maintenance easement along all lot lines or tract lines adjoining Waterways, and as shown along the rear of Tract D and Block 345, lying within the plat limits.

In THIRTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, Recorded in Plat Book 13, at Page 12.

All of the Myakkahatchee Creek lying within the plat limits, and a 20 foot maintenance easement at the lot lines abutting and adjacent to said Myakkahatchee Creek.

In FORTY-FIRST ADDITION TO PORT CHARLOTTE SUBDIVISION, Recorded in Plat Book 16, at Page 42.

That certain 100 foot Drainage Right-of-Way from the northwesterly plat limits extending southerly and easterly to the westerly Right-of-Way line of North Biscayne Drive, and that certain 50 foot Drainage Right-of-Way lying between Blocks 1935 and 1936, and a 20 foot maintenance easement at the lot lines abutting and adjacent to said Drainage Rights-of-Way.

In FORTY SECOND ADDITION TO PORT CHARLOTTE SUBDIVISION, Recorded in Plat Book 17 at Page 52.

A 20 foot maintenance easement at the lot lines abutting and adjacent to Myakkahatchee Creek.

In FORTY-THIRD ADDITION TO PORT CHARLOTTE SUBDIVISION, Recorded in Plat Book 18 at Page 26.

All of the Drainage Rights-of-Way less and except the following.

A certain 30 foot Drainage Right-of-Way lying between Lots 3 and 4 in Block 29, and the 10 foot maintenance easements (shown by dashed lines on said plat of FORTY-THIRD ADDITION) contiguous and adjacent to said Drainage Right-of-Way, and a certain 50 foot Drainage Right-of-Way lying between Lots 10 and 11 in Block 29, and the 10 foot maintenance easements (shown by dashed lines on said plat of FORTY-THIRD ADDITION) contiguous and adjacent to said Drainage Right-of-Way.

In FIFTIETH ADDITION TO PORT CHARLOTTE SUBDIVISION, Recorded in Plat Book 21 at Page 7.

A 20 foot maintenance easement at the lot lines abutting and adjacent to Myakkahatchee Creek.

Section 19, Township 39 South, Range 22 East, (Snover Waterway). A 200 foot strip of land from the westerly limit of Snover Waterway (as shown on the said plat of Forty-Ninth Addition to Port Charlotte Subdivision) extending westerly to the easterly plat limit of the said Fifty Third Addition to Port Charlotte Subdivision, and a 20 footstrip of land contiguous with and lying southerly, for maintenance easement.

Sections 19 and 30, Township 39 South, Range 22 East (Twin Lakes Waterway). A 50 foot strip of land contiguous with and lying westerly of the westerly plat limit of the said plat of Thirty-Third Addition to Port Charlotte Subdivision, from the westerly prolongation of the Southerly Right-of-Way line of McCarthy Boulevard (as shown on the said plat of Thirty-Third Addition to Port Charlotte Subdivision) southward to the northerly Right-of-Way line of Hallmark Boulevard (as shown on the said plat of Fifty-Fourth Addition to Port Charlotte Subdivision), and a 20 foot strip of land contiguous with and lying westerly, for maintenance easement.

Sections 21 and 22, Township 39 South, Range 21 East, (Blueridge Waterway). A 50 foot strip of land contiguous with and westerly of the westerly plat limits of the said plat of Tenth Addition to Port Charlotte Subdivision from the westerly prolongation of the southwesterly line of Snover Waterway (as shown on the said plat of Tenth Addition to Port Charlotte Subdivision) extending southward to the northerly plat limits of the said plat of Fifty-Second Addition to Port Charlotte Subdivision, and a 20 foot strip of land contiguous with and lying westerly, for maintenance easement.

Sections 21 and 22, Township 39 South, Range 21 East, (Snover Waterway). A 100 foot strip of land contiguous with and southerly of the entire southerly plat limit of the said plat of Eighteenth Addition to Port Charlotte Subdivision, and a 20 foot strip of land contiguous with and lying southerly, for maintenance easement.

Section 21, Township 39 South, Range 21 East, (Myakkahatchee Creek). A 100 foot strip of land contiguous with and northeasterly of a portion of the easterly plat limit of the said plat of Replat of a Portion of Fourteenth Addition to Port Charlotte Subdivision and Other Lands, beginning on the north at the southerly line of Snover Waterway (as it now exists) and extending southeasterly to the easterly extension of the southerly plat limit of said Replat of a Portion of Fourteenth Addition to Port Charlotte Subdivision and Other Lands, and a 20 foot strip of land contiguous with and lying easterly, for maintenance easement.

Sections 17, 20, 21, Township 30 South, Range 21 East, (Drainage Right-of-Way). A 50 foot strip of land contiguous, adjacent to, and lying southerly of the southerly plat limit of said Replat of a Portion of Fourteenth Addition to Port Charlotte Subdivision and Other Lands, and a 20 foot strip of land contiguous with and lying southerly, for maintenance easement.

Sections 20 and 21, Township 39 South Range 21 East, (Myakkahatchee Creek Drainage Right-of-Way). A 200 foot strip of land beginning on the northerly extension of Myakkahatchee Waterway as shown on the said plat of Fifty-Second Addition to Port Charlotte Subdivision and extending northerly to the southeasterly corner of the said Replat of a Portion of Fourteenth Addition to Port Charlotte Subdivision, a 20 foot strip of land contiguous with and lying westerly, and a 20 foot strip of land contiguous with and lying easterly, both said strips for maintenance easement.

Sections 33 and 34, Township 39 South, Range 21 East, (Cocoplum Waterway). A 75 foot strip of land contiguous, adjacent to, and lying southerly of the following said plats, Fourth Addition to Port Charlotte Subdivision and Fifty Fifth Addition to Port Charlotte Subdivision, and a 20 foot strip of land contiguous with and lying southerly, for maintenance easement.

Sections 31, 32, and 33, Township 39 South, Range 21 East (Cocoplum Waterway). A 150 foot strip of land contiguous, adjacent to, and lying northerly of the entire plat of Third Addition to Port Charlotte Subdivision, (Recorded in Plat Book 11, Page 31) and extending eastward to the west Right-of-Way line of Sumter Boulevard as shown on the plat of Thirty-Fifth Addition to Port Charlotte Subdivision, a 20 foot strip of land contiguous with and lying northerly, and a 20 foot strip of land contiguous with and lying southerly, beginning at the easterly plat limit of said Third Addition to Port Charlotte Subdivision, and extending easterly to the westerly Right-of-Way line of said Sumter Boulevard.

O.R. 1941 PG 0015

Sections 29, 30, 31 and 32, Township 39 South, Range 21 East, (Myakkahatchee Creek). A 200 foot strip of land beginning at the southerly extension of Myakkahatchee Waterway as shown on said plat of Fifty-Second Addition to Port Charlotte Subdivision and extending southerly to the northerly Right-of-Way line of U.S. Highway No. 41 (as it now exists), and a 20 foot strip of land contiguous with and lying westerly, for maintenance easement.

Section 31, Township 39 South, Range 21 East, (Drainage Right-of-Way). A 100 foot strip of land beginning at the easterly extension of a certain Drainage Right-of-Way that is contiguous, adjacent, and lying northerly of the southerly line of said plat of Forty-Third Addition to Port Charlotte Subdivision and extending easterly to the northerly extension of Myakkahatchee Creek as shown on the said plat of Port Charlotte Subdivision, and a 20 foot strip of land contiguous with and lying northerly, and a 20 foot strip of land contiguous with and lying southerly, both said strips of land for maintenance easement.

Paragraph 28 of Consent Order OGC file No. 82-0128 dated November 23, 1983, is hereby made a part of, and read as follows with the word "attached" that follows "proposed in Exhibit K," omitted.

General desires to complete Fordham Waterway, which is located in Unit 46, as a shallow, wetland canal. The design of the remaining work to be done in Fordham Waterway will be as proposed in Exhibit K. Upon completion the wetlands along the canal shall comprise five (5) acres. The construction of the wetland canal section shall be completed within thirty-six (36) months of the entry of this consent order. Upon completion of construction of the wetlands General will provide to the Department a certificate of completion signed by a registered professional engineer, certifying that the project has been completed as designed, in accordance with Exhibit K. Upon receipt of Department approval that the construction is in accordance with the design standard in Exhibit K, General shall convey to the Department a conservation easement over the parcel, and shall then convey fee simple title, subject to the easement, to the North Port Water Control District.

All lying and being in the City of North Port, Sarasota County, Florida.

APR 29 2 09 PM '87
FILED AND RECORDED
R.H. FAGNNEY JR. CLERK
SARASOTA CO. FLA.

ENROLLED
24-1543-94

CHAPTER
94-425

See HB

Senate Bill No. 2948

.. OFFICIAL RECORDS ..
BOOK 2666 PAGE 606

Rec. 2850

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A bill to be entitled

An act relating to the North Port Water Control District; providing for the dissolution of the water control district; providing for the transfer of the property, assets, rights, responsibilities, and obligations thereof to the North Port Road and Drainage District; providing that the road and drainage district is to replace the water control district as a party to contracts of the water control district; specifying conditions precedent for the dissolution of the water control district; specifying a date for the transfer of the powers and responsibilities of the water control district, subject to the satisfaction of the conditions precedent; providing for a referendum; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Upon the transfer date specified in section 3 of this act and subject to satisfaction of all conditions precedent specified in section 2 of this act, within the time limit specified in section 2 of this act:

(1) The North Port Water Control District, formerly known as the North Port Charlotte Drainage District, which was incorporated pursuant to the provisions of chapter 298, Florida Statutes, by judicial decree entered in the Circuit Court in and for Sarasota County, Florida, on July 2, 1971, Case No. 71-598, is dissolved.

CODING: Words stricken are deletions; words underlined are additions.

RETURN TO:
✓ JOHNSON, BLAKELY, POPE, (ASW)
BOKOR, RUPPEL & BURNS, P.A.
Post Office Box 1368
Clearwater, FL 34617-1368

1 (2) All records and property, real and personal, of
2 the North Port Water Control District, are transferred to, and
3 become the property of, the North Port Road and Drainage
4 District, established by City of North Port Ordinance No. 85-
5 193, as amended.

6 (3) All contracts and other obligations of the North
7 Port Water Control District are transferred to, and assumed
8 by, the North Port Road and Drainage District.

9 (4) The North Port Road and Drainage District assumes
10 the authority and responsibility to implement and maintain the
11 plan of reclamation, approved pursuant to the requirements of
12 chapter 298, Florida Statutes, for the North Port Water
13 Control District, as the plan is amended by consent order OGC
14 No. 82-0128, dated November 23, 1983.

15 (5) Chapter 298, Florida Statutes, does not apply to
16 the implementation and maintenance of the plan of reclamation
17 by the North Port Road and Drainage District.

18 (6) The governing body of the North Port Road and
19 Drainage District shall operate and maintain the existing
20 system and all facilities to be constructed under the plan of
21 reclamation, and may from time to time modify or amend the
22 plan, as it determines necessary, after prior public notice,
23 and subject to all applicable local, state, and federal laws
24 and existing agreements.

25 (7) All causes of action, suits, claims,
26 counterclaims, demands, contracts, moneys due or owed, liens,
27 agreements, rights, judgments, and settlements which the North
28 Port Water Control District has against any person, firm, or
29 corporation or which any person, firm, or corporation has
30 against the North Port Water Control District are transferred
31 to the North Port Road and Drainage District.

1 (8) All permits issued by the North Port Water Control
2 District continue in effect and must be recognized by the
3 North Port Road and Drainage District.

4 (9) The North Port Water Control District Board of
5 Supervisors retains the statutory duties with respect to the
6 completion and filing of a financial audit of the North Port
7 Water Control District for the 1994-1995 fiscal year; however,
8 the North Port Road and Drainage District shall have access to
9 the audit workpapers for review to determine the proper city
10 funds and fund types to incorporate the North Port Water
11 Control District's accounts into the North Port Road and
12 Drainage District budget.

13 (10) The consent order, OGC File No 82-0128, issued by
14 the Department of Environmental Regulation on November 23,
15 1983, remains in full force and effect.

16 (11) The North Port Road and Drainage District
17 replaces the North Port Water Control District as a party to
18 any written agreement between the North Port Water Control
19 District and any third party.

20 (12) The North Port Road and Drainage District is
21 obligated to provide, at a minimum, the same level of
22 expertise, service, and maintenance as was provided by the
23 North Port Water Control District.

24 Section 2. The following are conditions precedent to
25 and necessary for the implementation of section 1 of this act,
26 and must be completed and affirmatively approved by a majority
27 of the members of the City Commission of the City of North
28 Port, not later than 12:01 a.m., June 1, 1994.

29 (1) A study must be completed by the North Port Road
30 and Drainage District which demonstrates to the satisfaction
31 of the city commission that the dissolution of the North Port

1 Water Control District and the transfer of its
2 responsibilities to the North Port Road and Drainage District
3 is in the public interest. The study must include a
4 comparison of anticipated charges to be assessed by the North
5 Port Road and Drainage District and the charges assessed by
6 the North Port Water Control District.

7 (2) The North Port Water Control District and the
8 North Port Road and Drainage District must enter into an
9 agreement that outlines the responsibilities and obligations
10 of each of the parties and addresses any issues to be resolved
11 to ensure an orderly transition of authority and
12 responsibility from the North Port Water Control District to
13 the North Port Road and Drainage District.

14 (3) The North Port Road and Drainage District must
15 establish funding arrangements to assure that the financial
16 obligations it assumes from the North Port Water Control
17 District may be paid.

18 (4) The City of North Port must adopt an amendment to
19 Ordinance No. 85-193, granting the North Port Road and
20 Drainage District the full powers, duties, and
21 responsibilities of the North Port Water Control District,
22 including existing funding provisions, and incorporating
23 therein existing policies and procedures of the North Port
24 Water Control District. In addition, the North Port Road and
25 Drainage District must acknowledge its responsibility and
26 include in its charter ordinance the responsibility for
27 assuring the integrity of the potable water supply for the
28 citizens of the City of North Port which is currently being
29 withdrawn from the canals of the North Port Water Control
30 District.

31

1 Section 3. The transfer date is 12:01 a.m., September
2 1, 1994. However, if the North Port Water Control District
3 and the North Port Road and Drainage District have not entered
4 into an agreement pursuant to section 2 of this act or if any
5 other condition precedent specified in section 2 of this act
6 is not satisfied, said transfer shall take effect January 1,
7 1995, if, and only if, it is approved by a majority vote of
8 those qualified electors of the citizens of the City of North
9 Port and of the North Port Water Control District, voting in a
10 referendum to be held by the Supervisor of Elections of
11 Sarasota County, in conjunction with the next regular general
12 election, in accordance with the provisions of law relating to
13 elections currently in force.

14 Section 4. Except as otherwise provided herein, this
15 act shall take effect upon becoming a law.

16
17 Became a law without the Governor's approval MAY 6 1994
18 Filed in Office Secretary of State MAY 5 1994

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State of Florida



Department of State Division of Elections

•• OFFICIAL RECORDS ••
BOOK 2666 PAGE 611

I, JIM SMITH, Secretary of State of the State of Florida, do hereby certify that the above and foregoing is a true and correct copy of Chapter 94-425, Laws of Florida, Acts of 1994, as shown by the records of this office.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fourteenth day of July,
A. D., 1994.



DSDE 807(7-91)

RECORDED & INDEXED
SEP 14 1994
CLERK OF THE SUPREME COURT
TALLAHASSEE, FLORIDA

Jim Smith
Secretary of State

doc .70
100 19.50
20 70

97019390

OFFICIAL RECORDS
BOOK 2941 PAGE 831

This instrument prepared by
Joel K. Goldman, Esq.
Atlantic Gulf Communities Corporation
2601 South Bayshore Drive
Miami, Florida 33133
305-859-4071

Return To:
Heritage Operating, L.P.
8801 South Yale Avenue
Suite 300
Tulsa, Oklahoma 74137 3534

GRANT OF EASEMENT

WHEREAS, General Development Utilities, Inc. ("GDU") has previously sold to Acme Bottle Gas Company ("Acme") certain facilities in order that Acme, its successors and assigns might operate a system for the delivery of L.P. Gas to certain of the citizens of the City of North Port (the "System").

WHEREAS, as a part of the System it is necessary to possess the easement reserved to the use of the public in the plats and dedications for such services as were previously described and filed of record in the assignment of Plat and other Easement from Atlantic Gulf Communities Corporation ("AGC") and General Development Utilities, Inc. in favor of the City of North Port (the "City") dated December 8, 1992, filed in book 2460, Pages 1191-1197 (the "Plat Easements"); and

WHEREAS, Acme has transferred such L.P. Gas interests such that as of February 17, 1997, Horizon Gas Inc. now operates the System; and

WHEREAS, it was the intent of GDU and AGC that the Plat Easements accompany the right to operate the System therefor.

KNOW ALL MEN BY THESE PRESENTS THAT GDU and AGC (collectively, the "Grantor") in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt of which are hereby acknowledged do hereby grant, without representation or warranty, and subject to the reservations and conditions set forth below, to HORIZON GAS, INC., a Florida corporation, having its principal place of business at 13325A Tamiami Trail, North Port, Florida 34287 (the "Grantee"), and to its successors and assigns, a non-exclusive easement for vehicular and pedestrian ingress and egress and for the construction, maintenance and repair of gas utility facilities over, under, upon, across and through (i) those certain platted utility easements located in Sarasota County, Florida and described on Exhibit "A" to the Plat Easements; and (ii) all other utility easements owned or utilized by GDU and AGC and located within the city limits of the City which are used in the operation of, or are necessary for the Grantee to operate, the System in the City (collectively, the "Easement Parcels").

✓ Paramount Title
1502 W Fichtelberg St E 101
Tampa FL 33612

Receipt #: 00000480191-03
Doc Stamp-Deed : 0.70
Karen E. Rushing, Sarasota Co
By: Libby [Signature] D.C.

Grantee hereby accepts this grant subject to the obligations of AGC and GDU under the Easement Parcels and all of the terms, covenants and provisions contained in the Easement Parcels.

Grantee acknowledges and agrees that Grantee has reviewed the terms and provisions of the Plat Easements. Grantee further agrees to not unreasonably interfere with the City's (or the City's successors and/or assigns) use of the Plat Easements. Grantee shall indemnify, defend and hold Grantor and their respective officers, directors, stockholders, successors and/or assigns, harmless from all liabilities, damages, claims, costs, fees and/or expenses (including reasonable attorneys' fees and court costs at trial and all appellate levels) arising from or in connection with Grantor's failure to comply with the terms herein or any claim from the City arising from this Grant of Utility Easement.

Grantor reserves the right and privilege for itself and its successors and assigns to utilize the Easement Parcels in common with the Grantee provided that Grantor's use of the Easement Parcels does not unreasonably interfere with Grantee's use, occupation or enjoyment thereof.

IN WITNESS WHEREOF, Grantor has executed this Grant of Utility Easement this 18th day of February, 1997.

Grantor:

Signed, sealed and delivered
in the presence of:

Da Silva
Stahoeata Da Silva

Hannah L. Wilson
Hannah L. Wilson

**General Development Utilities, Inc.,
a Florida corporation**

By: Joel K. Goldman
Joel K. Goldman, Vice President



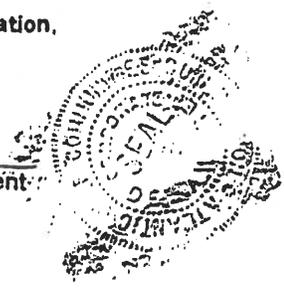
Signed, sealed and delivered
in the presence of:

Da Silva
Stahoeata Da Silva

Hannah L. Wilson
Hannah L. Wilson

**Atlantic Gulf Communities Corporation,
a Delaware corporation**

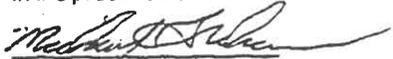
By: Joel K. Goldman
Joel K. Goldman, Vice President

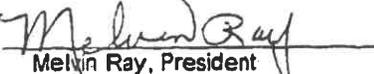


Grantee:

Signed, sealed and delivered
in the presence of:

Horizon Gas, Inc.,
a Florida corporation


Michael Graham

By: 
Melvin Ray, President

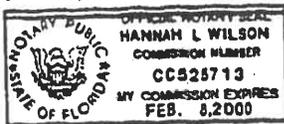

Craidece Kane

STATE OF FLORIDA)
)SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 18th day of February, 1997, by Joel K. Goldman, Vice President of General Development Utilities, Inc., a Florida corporation. He is personally known to me.

My Commission Expires:

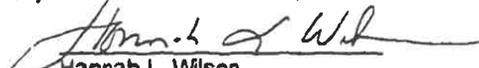

Hannah L. Wilson

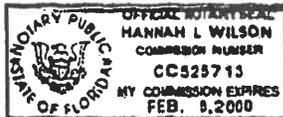


STATE OF FLORIDA)
)SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 18th day of February, 1997, by Joel K. Goldman, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation. He is personally known to me.

My Commission Expires:


Hannah L. Wilson



STATE OF FLORIDA)
)SS:
COUNTY OF)

The foregoing instrument was acknowledged before me this 17th day of February, 1997, by Melvin Ray, President of Horizon Gas, Inc., a Florida corporation. He is personally known to me.

My Commission Expires:



CANDACE CRYSTAL KANE
My Comm. Exp. 07/28/00
Bonded By Service Int
No. CC562880

Personally Known Other

[Handwritten Signature]

OFFICIAL RECORDS
BOOK 2941
PAGE 834

OFFICIAL
FEB 24 PM 12:28

97019391

OFFICIAL RECORDS
BOOK 2941 PAGE 835

Return to:
Heritage Operating, L.P.
8801 South Yale Avenue, Suite 310
Tulsa, Oklahoma 74137-3536

This Instrument Prepared by:
William A. Wares, Esquire
100-49 North Dale Mabry Highway
Tampa, Florida 33618

Property Appraiser's
Parcel Identification (Folio) Number(s):

Grantee(s) S.S. #(s): 73 - 1495293

Reserved for Clerk of Court

ASSIGNMENT OF GRANT OF UTILITY EASEMENT

THIS ASSIGNMENT OF GRANT OF UTILITY EASEMENT (this Assignment) is made and executed this 18 day of February, 1997, by and between HORIZON GAS, INC., a Florida corporation, having its principal place of business at 13325A Tamiami Trail, Sarasota, Florida 34287, hereinafter referred to as "Assignor", and HERITAGE OPERATING, L.P., a Delaware limited partnership, qualified to transact business in Florida as Heritage Operating, Limited Partnership, whose post office address is 8801 South Yale Avenue, Suite 310, Tulsa, Oklahoma 74137-3536, hereinafter referred to as "Assignee".

WITNESSETH:

WHEREAS, on or about February 18, 1997, General Development Utilities, Inc. And Atlantic Gulf Communities Corporation, granted a utility easement to Horizon Gas, Inc., a Florida corporation, by that certain Grant of Utility Easement recorded on 2/24/97 in Official Records Book 2941 at Page 831 Of the Public Records of Sarasota County, Florida (hereinafter referred to as the "Grant of Utility Easement"); and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, Assignor's interest in and to, the Grant of Utility Easement; and

✓
PARAMOUNT TIME
1502 W FLETCHER STE 101
Tampa FL 33618

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Assignor assigns to Assignee, effective as of February 18 1997, ("the Effective Date"), all of Assignor's right, title and interest in and to the Grant of Utility Easement.
2. Assignor covenants that it is not in default under the Grant of Utility Easement, that the Grant of Utility Easement is not encumbered by any prior transfer, assignment or encumbrance by Assignor and that Assignor has full and lawful authority to assign the Grant of Utility Easement.
3. Assignee assumes the Grant of Utility Easement effective as of the Effective Date and will perform and observe all of the covenants and conditions therein contained to be performed and observed on Assignor's part which shall accrue from and after the said last mentioned date. Assignee agrees that Assignee shall indemnify, hold harmless and defend Assignor from all further liability under the Grant of Utility Easement and from any and all damages, losses, costs and expenses, including attorney's fees, caused by Assignor's failure to perform according to the terms of the Grant of Utility Easement prior to the Effective Date.
4. This Assignment may not be changed, modified, discharged or terminated orally or in any other manner than by an agreement in writing signed by the parties hereto or their respective successors or assigns, provided, however, that Assignee may assign its rights and obligations in and under the Grant of Utility Easement and this Assignment to a third party, but, in such event, and in the event of any further assignment thereafter, Assignee shall not be, and is not, released from its obligations to Assignor expressed herein.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused these presents to be executed in their names, and their seal to be affixed hereto by their duly authorized officer the day and year first above written.

Signed, sealed and delivered in the presence of:

HORIZON GAS, INC.
A Florida corporation.

Michael Graham
Printed Name: Michael Graham

By: Melvin Ray
Printed Name: MELVIN RAY

C. R. Weeks
Printed Name: C. R. WEEKS

Title: President

(CORPORATE SEAL)

Post Office Address:
13325A Tamiami Trail
Sarasota, Florida 34287

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 18 Day of February
1997, by Melvin Ray President Of Horizon Gas, Inc., on behalf of the
corporation. He/She is personally known to me or has produced drivers license
and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of
February 1997.

(NOTARIAL SEAL)
JAMES G. FARR
MY COMMISSION # CC 563882
EXPIRES: September 20, 2000
Bonds: The Notary Public Underwriters

Notary: [Signature]

Print Name: James G. Farr

Notary Public, State of Florida

Commission No:

My Comm. Expires: JAMES G. FARR
MY COMMISSION # CC 563882
EXPIRES: September 20, 2000
Bonds: The Notary Public Underwriters

HERITAGE OPERATING, L.P.
A Delaware limited partnership
d/b/a in Florida as Heritage
Operating, Limited Partnership
BY: HERITAGE HOLDINGS, INC.
a Delaware corporation, d/b/a in Florida
as Heritage Propane Holdings, Inc.,
its General Partner,

William A. Wares
Printed Name: WILLIAM A. WARES

Mark A. Darr
Printed Name: MARK A. DARR

BY: G. A. Darr
Printed Name: G. A. Darr
Title: VICE PRESIDENT

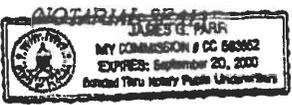
(CORPORATE SEAL)

Post Office Address:
8801 South Yale Avenue, Suite 310
Tulsa, Oklahoma 74137-3536

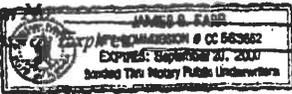
STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 18 day of February
1997, by G. A. Darr vice president of Heritage
Holdings, Inc., on behalf of the corporation, as the general partner of Heritage Operating, L.P..
He/She is personally known to me or has produced drivers license and did not take
an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of
February 1997.



Notary: G. Farr
Print Name: James G. Farr
Notary Public, State of _____
Commission # _____



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1800
1997
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OFFICIAL

10

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2005197454 10 PGS
2005 SEP 01 04:21 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
GBURCH Receipt#679969

Doc Stamp-Mort: 561.05
Intang. Tax: 320.60

#9052101
Executive Title
18501 Murdock Circle
Suite 403
Port Charlotte, FL 33948



After Recording Return To:
STATE FARM BANK, F.S.B
19 RESEARCH PARK COURT
SAINT CHARLES, MO 63304-

This instrument was prepared by:
SCHUCHMAN, SUE
STATE FARM BANK, F.S.B.
19 RESEARCH PARK COURT
ST. CHARLES, MO 63304
Title Order No.: 9052101
Escrow No.: 9052101
LOAN #: 0015443096

[Space Above This Line for Recording Data]

MORTGAGE

MIN 100403200154430968

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated **AUGUST 26, 2005**, together with all Riders to this document.
- (B) "Borrower" is **James E. Foster Jr. and Mary D. Foster, husband and wife.**

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is **STATE FARM BANK, F. S. B.**

Lender is a **FEDERAL THRIFT, UNITED STATES, BLOOMINGTON, IL 61710.**

organized and existing under the laws of Lender's address is **ONE STATE FARM PLAZA,**

(E) "Note" means the promissory note signed by Borrower and dated **AUGUST 26, 2005**. The Note states that Borrower owes Lender *******ONE HUNDRED SIXTY THOUSAND THREE HUNDRED AND NO/100** ***** Dollars (U.S. **\$160,300.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **SEPTEMBER 1, 2035**.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |
| <input type="checkbox"/> V.A. Rider | | |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor In Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY [Type of Recording Jurisdiction] of SARASOTA

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF

Tax ID #: 0967-05-8935

which currently has the address of 5891 Jessamine Ave, North Port,

[Street] [City]

Florida 34286 ("Property Address"):
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law

requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased.

to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law, Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security

Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration

of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. Signed, sealed and delivered in the presence of:

Tamarack A. Klootwyk
Witness Tamarack A. Klootwyk

James E. Foster Jr. (Seal)
JAMES E FOSTER JR

Gytha J. Lechsig

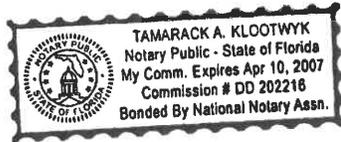
Mary D. Foster (Seal)
MARY D FOSTER

State of FLORIDA

County of Charlotte

The foregoing instrument was acknowledged before me this 26 August 2005 (date) by James E Foster Jr and Mary D. Foster

who is personally known to me or who has produced driver license as identification.



Tamarack A. Klootwyk
Signature

Title or Rank

Serial Number, (if any)

EXHIBIT "A"

Lot 35, Block 589, 18th Addition to Port Charlotte Subdivision, according to the Plat thereof as recorded in Plat Book 14, Page(s) 6, 6A through 6V, inclusive, of the Public Records of Sarasota County, Florida.

JEF
MS

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2006105347 8 PGS

2006 JUN 07 01:08 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MMARSH Receipt#794061

RECORDATION REQUESTED BY:

State Farm Bank, F.S.B.
Bank Loan Center
One State Farm Plaza
Bloomington, IL 61710

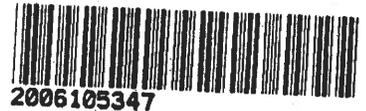
WHEN RECORDED MAIL TO:

~~State Farm Bank, F.S.B.~~
~~P.O. Box 6961~~
~~Madison, WI 53702-2961~~

Doc Stamp-Mort: 234.50
Intang. Tax: 134.00

SEND TAX NOTICES TO:

MARY D. FOSTER
JAMES E. FOSTER
5891 JESSMINE AVENUE
NORTH PORT, FL 34286



This Mortgage prepared by:

Return to:
DRI Title & Escrow
12000 I Street #20-100
Omaha, NE 68137

Name: Diana Porter, Home Equity Representative
Company: State Farm Bank, F.S.B.
Address: One State Farm Plaza, Bloomington, IL 61710

DRI

MORTGAGE

FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$67,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated May 25, 2006, is made and executed between MARY D. FOSTER and JAMES E. FOSTER; as Wife and Husband (referred to below as "Grantor") and State Farm Bank, F.S.B., whose address is One State Farm Plaza, Bloomington, IL 61710 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in SARASOTA County, State of Florida:

ALL THAT CERTAIN LAND SITUATE IN SARASOTA COUNTY, FLORIDA, VIZ: LOT 35, BLOCK 589, 18TH ADDITION TO PORT CHARLOTTE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE(S) 6, 6A THROUGH 6V, INCLUSIVE, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENT, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

The Real Property or its address is commonly known as 5891 JESSAMINE AVENUE, NORTH PORT, FL 34286. The Real Property tax identification number is 0967-05-8935.

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, a revolving line of credit under which, upon request by Grantor, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. Such future advances, together with interest thereon, are secured by this Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND

**MORTGAGE
(Continued)**

Page 2

OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$67,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until Grantor's interest in any or all of the Property is foreclosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Subsequent Liens. Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Florida law.

MORTGAGE (Continued)

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. The Real Property is or will be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area. Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the maximum amount of your credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, (C) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any

MORTGAGE (Continued)

default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's

MORTGAGE (Continued)

security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Credit Agreement, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Grantor will be in default under this Mortgage if any of the following happen: (A) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (B) Grantor does not meet the repayment terms of the Credit Agreement. (C) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in

MORTGAGE (Continued)

one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Mortgage will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Florida. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Credit Agreement and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Illinois.

Joint and Several Liability. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under

**MORTGAGE
(Continued)**

the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means MARY D. FOSTER and JAMES E. FOSTER and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated May 25, 2006, with credit limit of \$67,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Credit Agreement is May 25, 2013. **NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means MARY D. FOSTER and JAMES E. FOSTER.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means State Farm Bank, F.S.B., its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

WAIVER OF FUTURE ADVANCES UNDER PRIOR MORTGAGE. Grantor hereby agrees that the principal indebtedness secured by any mortgages or security agreements which are senior to the lien of this Mortgage shall not exceed the amount which upon the date of the execution of this Mortgage has actually been advanced and is secured by each such prior mortgage and security agreement. As principal indebtedness of such prior mortgages or security agreements is reduced, the maximum amount that may be secured thereby shall also be reduced to the then outstanding principal balance(s). Grantor hereby waives the right to receive any additional or future advances under any such prior mortgages or security agreements. This paragraph shall constitute the notice required by Florida Statutes Section 697.04(b).

MORTGAGE
(Continued)

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X Mary D. Foster
MARY D. FOSTER

X James E. Foster
JAMES E. FOSTER

WITNESSES:

X _____

X _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida

)

) SS

COUNTY OF Sarasota

)

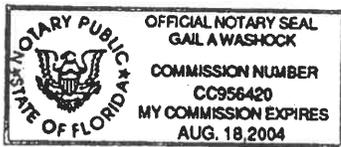
The foregoing instrument was acknowledged before me this 25th day of May, 2006
by MARY D. FOSTER and JAMES E. FOSTER, as Wife and Husband, who are personally known to me or who have produced _____
as identification and did / did not take an oath.

Gail A. Washock
(Signature of Person Taking Acknowledgment)

GAIL A. WASHOCK
(Name of Acknowledger Typed, Printed or Stamped)

STATE FARM OFFICE MGR
(Title or Rank)

(Serial Number, if any)



RECORDATION REQUESTED BY:

State Farm Bank, F.S.B.
NMLS Company ID 139716
One State Farm Plaza
Bloomington, IL 61710

**RECORDED IN OFFICIAL RECORDS
INSTRUMENT #2013120564 3 PG**

08/29/2013 03:44:26 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 1659288

WHEN RECORDED MAIL TO:

State Farm Bank, F.S.B.
P O Box 5961
Madison, WI 53705-0961

Doc Stamp-Mort: \$0.00

Doc Stamp-Deed: \$0.00

Intang. Tax: \$0.00

SEND TAX NOTICES TO:

MARY D FOSTER
JAMES E FOSTER
5891 JESSAMINE AVE
NORTH POINT, FL 34286

RETURN TO:
DRI Title & Escrow
13057 W Center Rd Ste #1
Omaha, NE 68144

This Modification of Mortgage prepared by:

Name: LANA C GREGG, LENDING SPECIALIST
Company: State Farm Bank, F.S.B.
Address: One State Farm Plaza, Bloomington, IL 61710

MODIFICATION OF MORTGAGE

LMM

THIS MODIFICATION OF MORTGAGE dated July 22, 2013, is made and executed between **MARY D FOSTER** and **JAMES E FOSTER**; as Wife and Husband (referred to below as "Grantor") and State Farm Bank, F.S.B., whose address is One State Farm Plaza, Bloomington, IL 61710 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 25, 2006 (the "Mortgage") which has been recorded in SARASOTA County, State of Florida, as follows:

RECORDED IN THE AMOUNT OF \$67,000 ON 06/07/2006, AS INSTRUMENT NUMBER 2006105347, IN THE SARAOSTA COUNTY RECORDS. MORTGAGE TAX IN THE AMOUNT OF \$368.50 WAS PAID ON 06/07/2006 WITH RECEIPT NUMBER 794061.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in SARASOTA County, State of Florida:

ALL THAT CERTAIN LAND SITUATE IN SARASOTA COUNTY, FLORIDA, VIZ:

LOT 35, BLOCK 689, 18TH ADDITION TO PORT CHARLOTTE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE(S) 6, 6A THROUGH 6V, INCLUSIVE, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENT, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

The Real Property or its address is commonly known as 5891 JESSAMINE AVE, NORTH POINT, FL 34286. The Real Property tax identification number is 0967-05-8935.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

NO NEW INDEBTEDNESS. EXTENDING THE MATURITY DATE TO 06/26/2043.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

OCCUPANCY (TITLE). By signing this form, we acknowledge that the intent of our loan is to obtain financing which is, or will be, secured by a dwelling that we will use as our principal residence. If we are not already doing so, we will occupy this residence within 60 days after the closing of our loan.

We also recognize that if we do not inhabit the residence as we have agreed to, we may be in default. If that occurs, State Farm Bank, F.S.B. will have the right to recall our loan, and to demand the immediate payment of the full balance due, plus any other expenses incurred in this respect. (FREE TYPE FIELD)

1421264279462

MODIFICATION OF MORTGAGE
(Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 22, 2013.

GRANTOR:

X Mary D Foster
MARY D FOSTER

X James E Foster
JAMES E FOSTER

WITNESSES:

X _____

X _____

LENDER:

STATE FARM BANK, F.S.B.

X Tanya Abshire
Authorized Signer
Tanya Abshire

INDIVIDUAL ACKNOWLEDGMENT

STATE OF SARASOTA FLORIDA

)
) SS
)

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25th day of July, 2013
by MARY D FOSTER and JAMES E FOSTER, as Wife and Husband, who are personally known to me or who have produced N/A
as identification.

Dean McConville
(Signature of Person Taking Acknowledgment)

Dean McConville
(Name of Acknowledger Typed, Printed or Stamped)

Notary Public
(Title or Rank)

(Serial Number, if any)



MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Missouri)

COUNTY OF St. Louis)

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) SS
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This instrument was acknowledged before me this 30 day of July, 2013 by Tanya
Abshine as bank officer of State Farm Bank, F.S.B. He or she is personally known to me or has
produced _____ as identification.

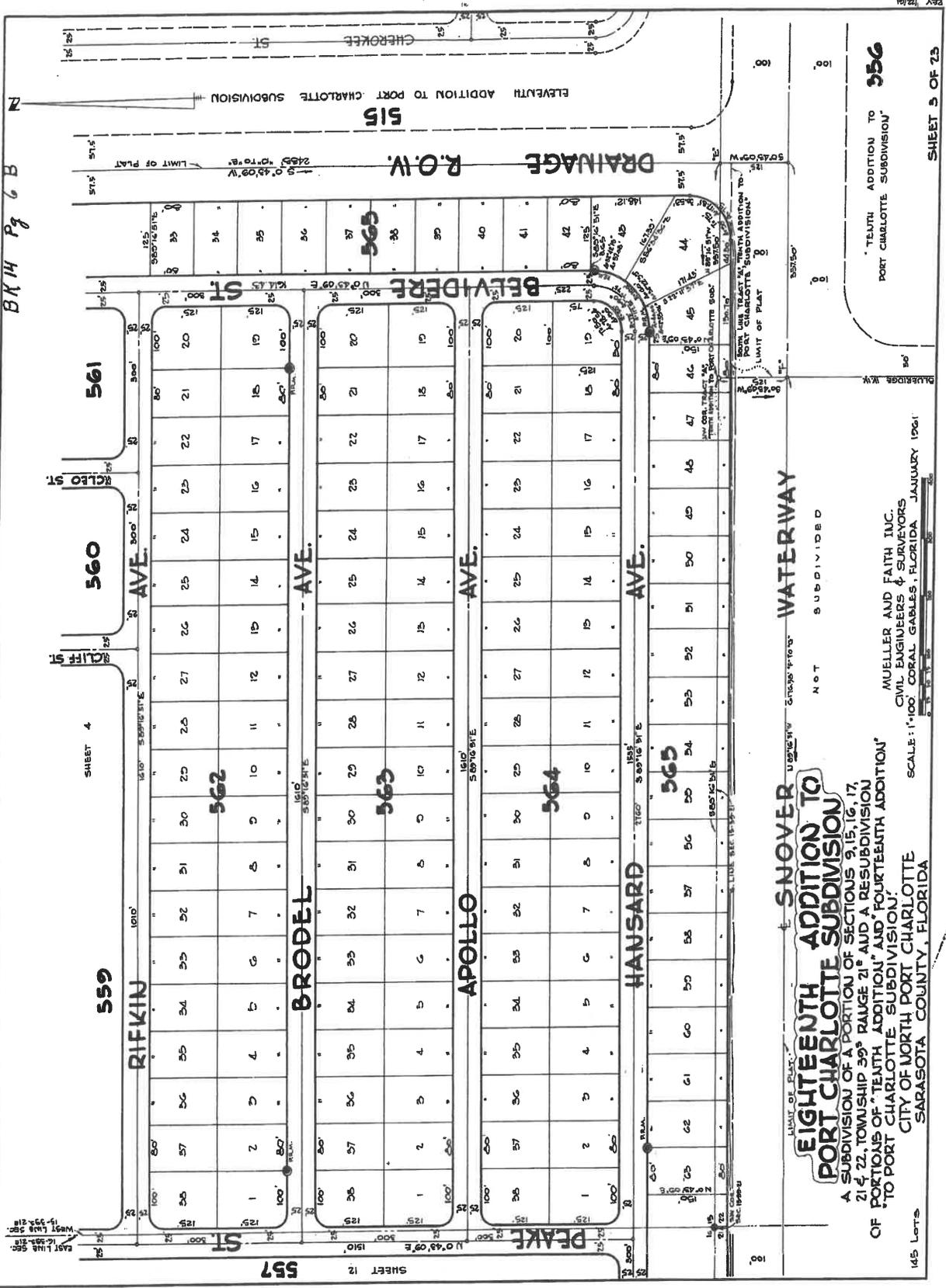


Patricia D. Gerstner
(Signature of Person Taking Acknowledgment)

Patricia D. Gerstner
(Name of Acknowledger Typed, Printed or Stamped)

Notary
(Title or Rank)

(Serial Number, if any)



BK 14 Pg 6 B

SHEET 4

SHEET 12

SHEET 5 OF 25

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RIFKIN

AVE.

AVE.

BRODEL

AVE.

APOLLO

AVE.

CLIFF ST

PEAK ST

BEVERDIRE ST

HANSARD

WATERWAY

R.O.W. DRAINAGE

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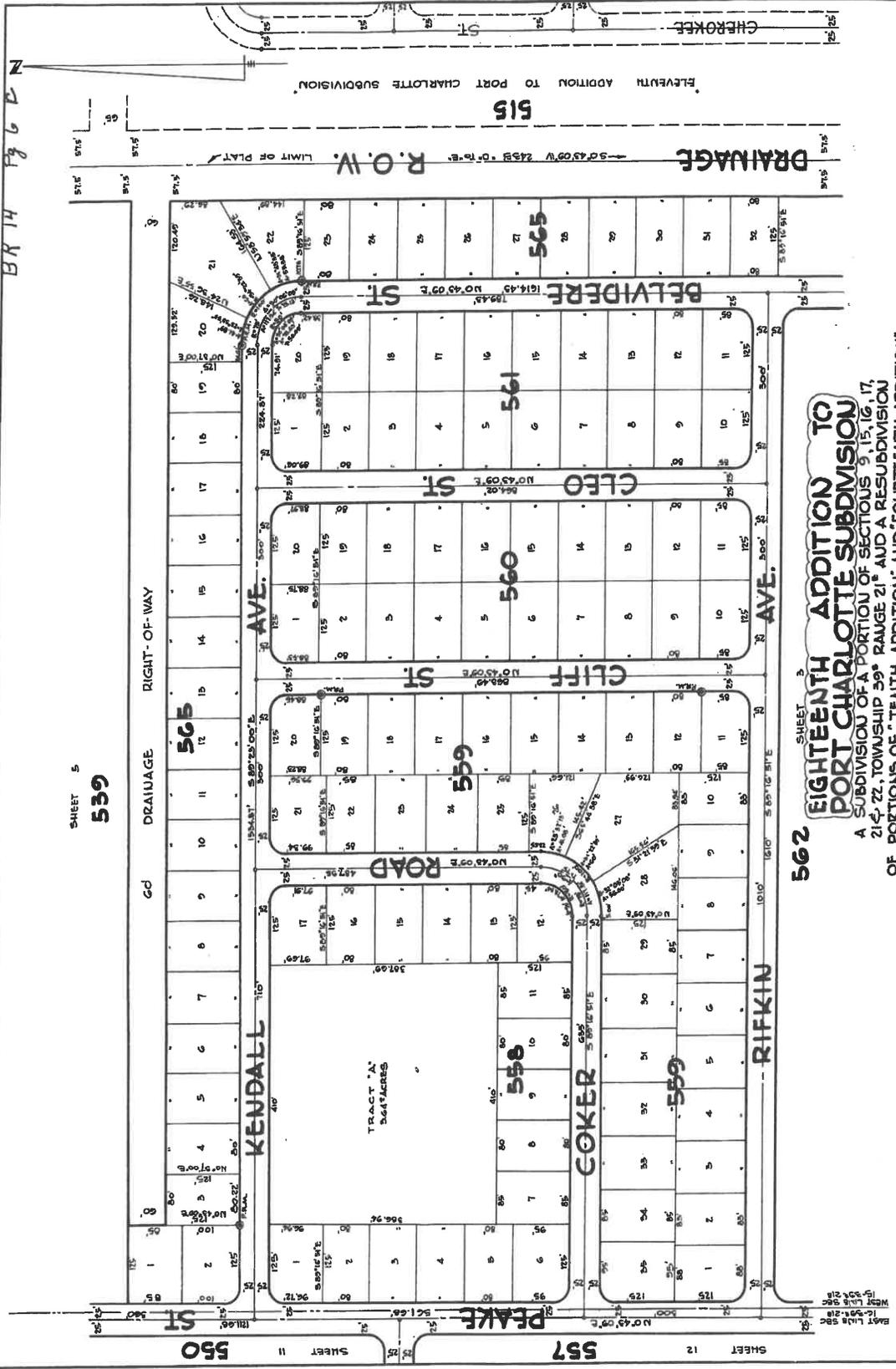
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SHEET 5
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DRAINAGE RIGHT-OF-WAY

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**EIGHTENTH ADDITION TO
PORT CHARLOTTE SUBDIVISION**
A SUBDIVISION OF A PORTION OF SECTIONS 9, 15, 16, 17,
21 & 22, TOWNSHIP 39° RANGE 21° AND A RESUBDIVISION
OF PORTIONS OF "TENTH ADDITION" AND "FOURTEENTH ADDITION"
TO PORT CHARLOTTE SUBDIVISION;
CITY OF NORTH CHARLOTTE
SARASOTA COUNTY, FLORIDA

MUELLER AND FAITH, INC.
CIVIL ENGINEERS & SURVEYORS
CORAL GABLES, FLORIDA
SCALE: 1"=100'
JANUARY 1961

SHEET 4 OF 25

124 LOTS

REV. 1/25/61

BK 14 PL 6 D

SHEET 6

SHEET 9

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SYLVANIA AVE.

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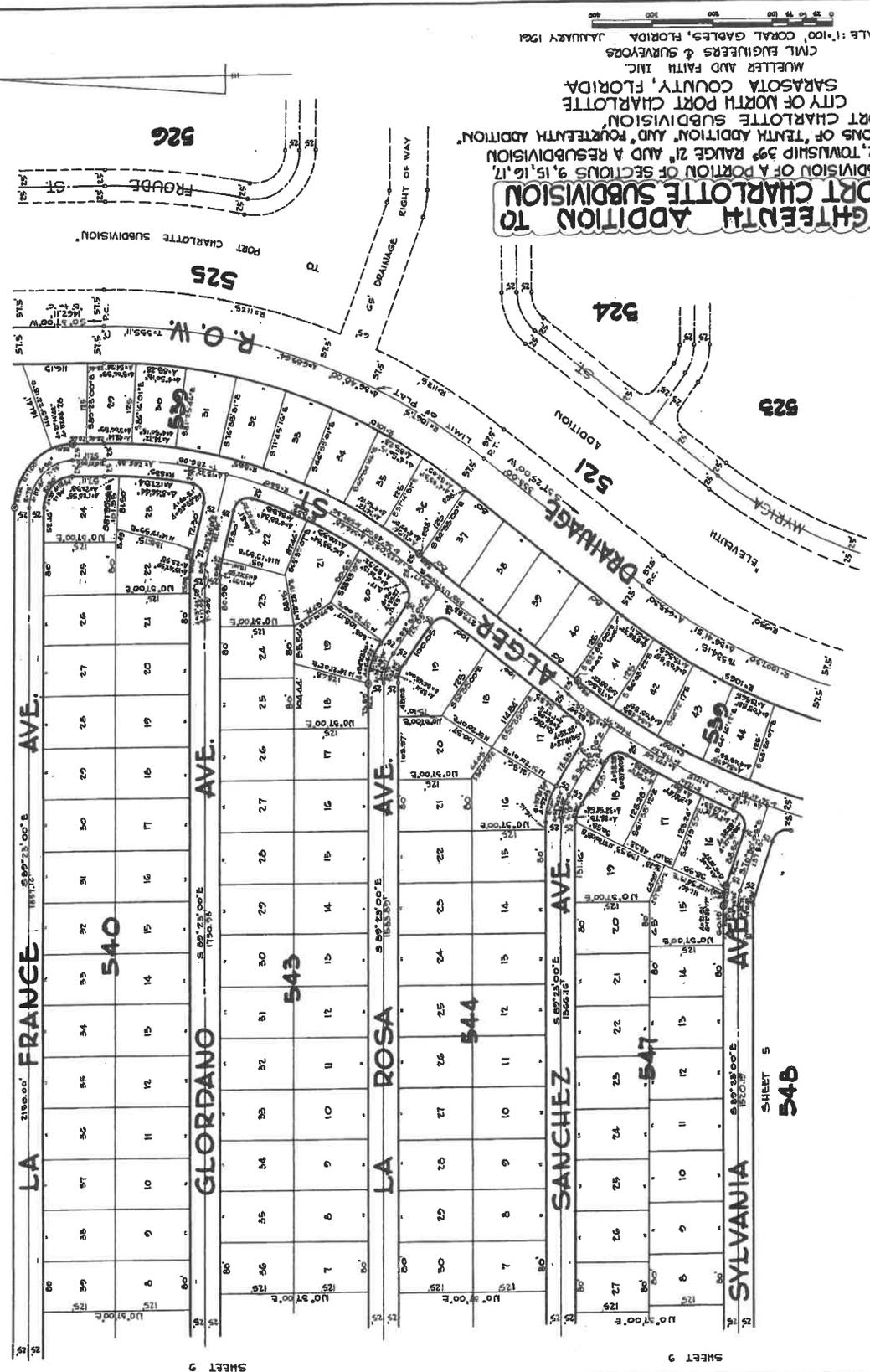
874

875

BK 14 P. 12

SHEET 7 539

SHEET 9



EIGHTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION

A SUBDIVISION OF A PORTION OF SECTIONS 9, 15, 16, 17, 21 & 22, TOWNSHIP 39th RANGE 21st AND A RESUBDIVISION OF PORTIONS OF TENTH ADDITION AND FOURTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, CITY OF NORTH PORT CHARLOTTE SARASOTA COUNTY, FLORIDA

MULLER AND FAITH INC.
CIVIL ENGINEERS & SURVEYORS
CORAL GABLES, FLORIDA
JANUARY 1924

SCALE: 1"=100'

SHEET 6 OF 23

123 LOTS

MUELLER AND FAITH, INC.
CIVIL ENGINEERS & SURVEYORS
SARASOTA COUNTY, FLORIDA
SCALE: 1"=100' CORAL GABLES, FLORIDA JANUARY 1961

A SUBDIVISION OF A PORTION OF SECTIONS 9, 15, 16, 17,
21 & 22, TOWNSHIP 39° RANGE 21° AND A RESUBDIVISION
OF PORTIONS OF "TELEPH ADDITION" AND "FOURTEENTH ADDITION"
CITY OF NORTH PORT CHARLOTTE
SARASOTA COUNTY, FLORIDA

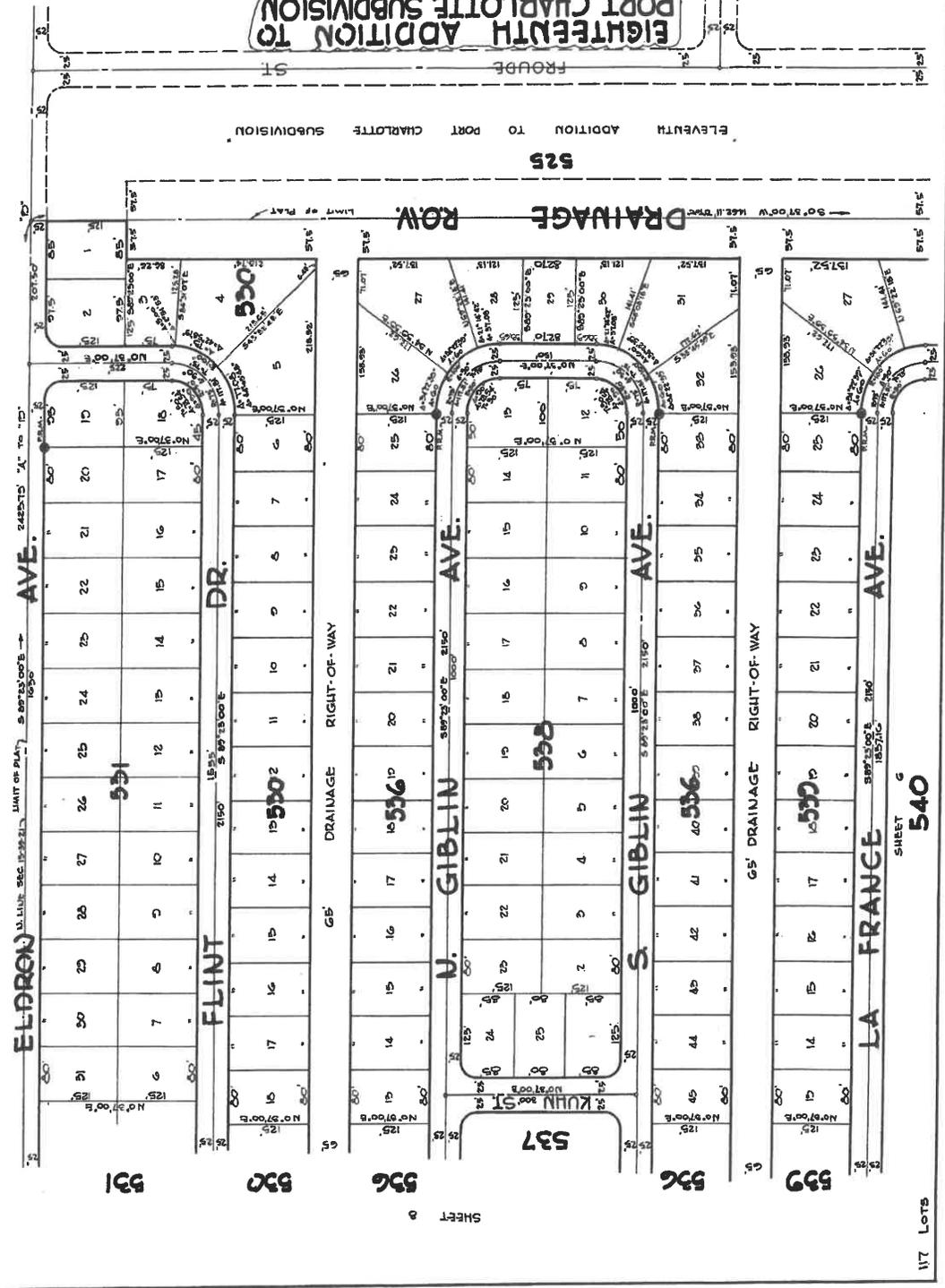
**EIGHTEENTH ADDITION TO
PORT CHARLOTTE SUBDIVISION**



BK 14 Pg 6 F

SHEET 7 OF 23

NOT SUBDIVIDED



117 Lots

SHEET 6
540

SHEET 5

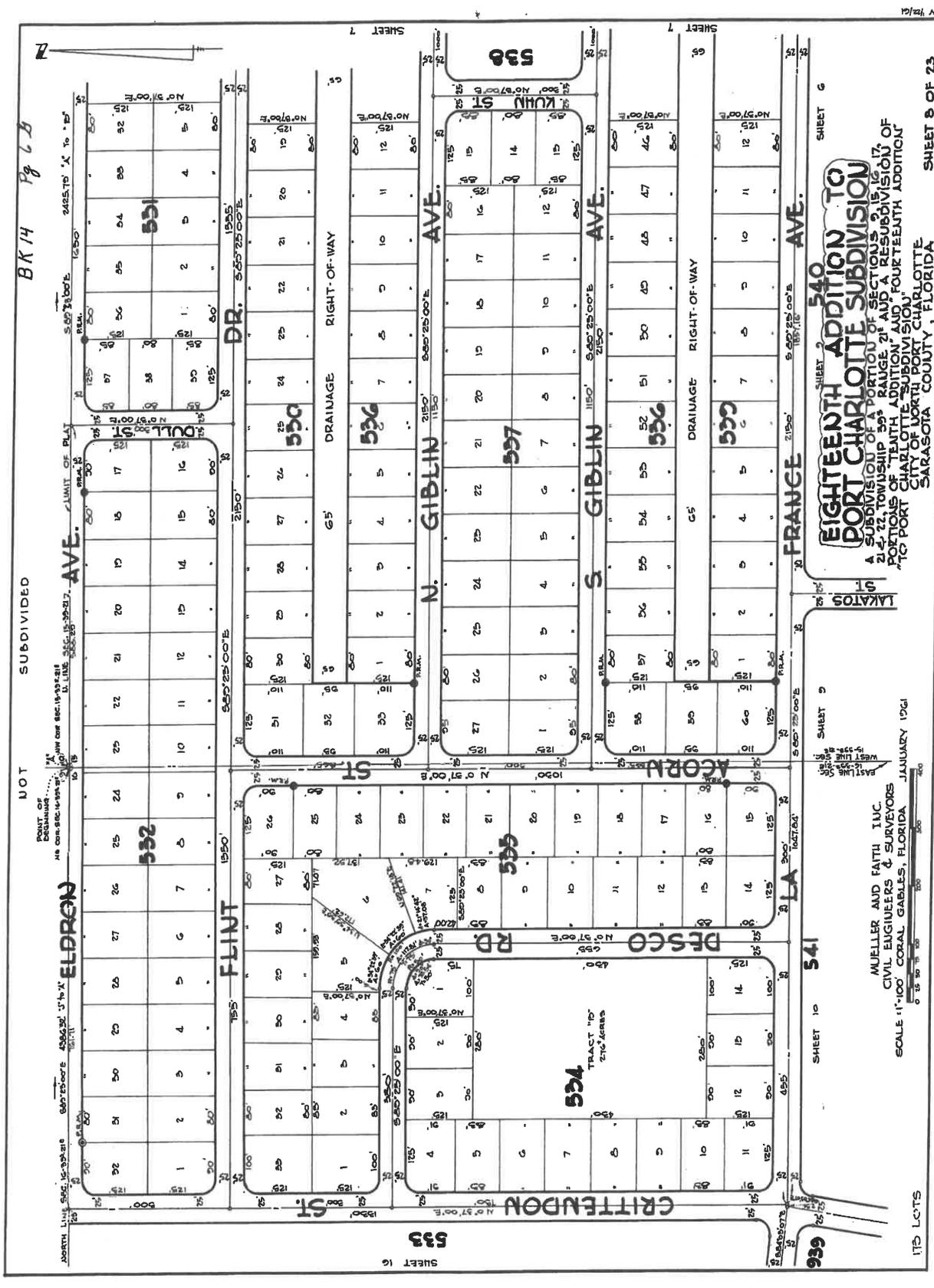
531

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NOT SUBDIVIDED
BK 14 Pg 25

POINT OF BEGINNING
AS SHOWN ON SEC. 16, T. 28 N., R. 17 W., S. 16

ELDRON AVE.
LIMIT OF PLAT
2485.75' X 16' 10"

TRACT 10
21.6 ACRES

EIGHTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION
A SUBDIVISION OF A PORTION OF SECTIONS 2, 5, 16, 17, 21, 22, TOWNSHIP 28 N. RANGE 17 W. AND A RESUBDIVISION OF PORTIONS OF "TELEPHONIC ADDITION" AND "FOURTEENTH ADDITION" TO PORT CHARLOTTE SUBDIVISION.
CITY OF VORTI PORT CHARLOTTE
SARASOTA COUNTY, FLORIDA

MUELLER AND FAITH, INC.
CIVIL ENGINEERS & SURVEYORS
SCALE 1"=100'
CORAL GABLES, FLORIDA
JANUARY 1961

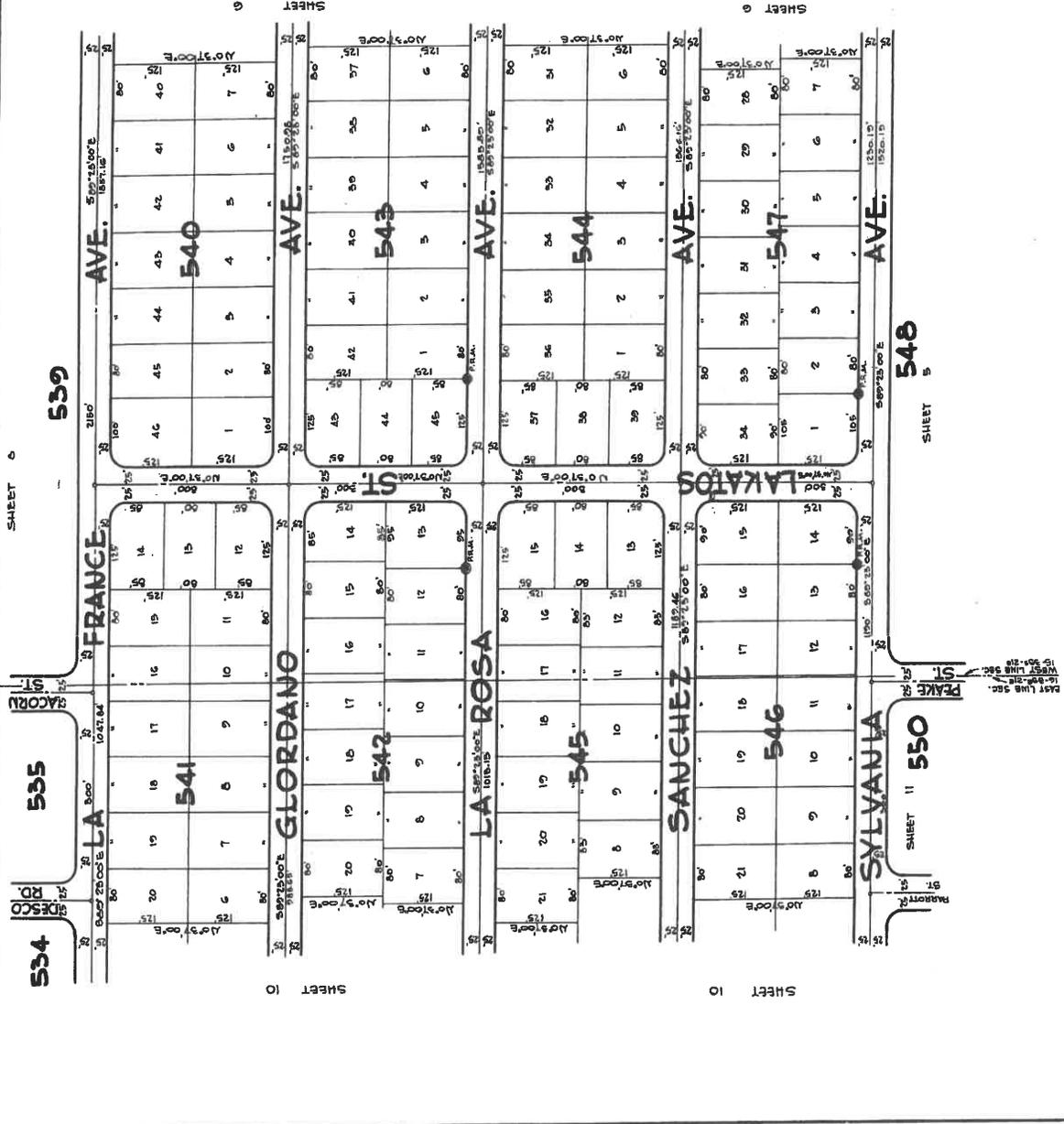
175 LOTS
SHEET 16
SHEET 17
SHEET 18
SHEET 19
SHEET 20
SHEET 21
SHEET 22
SHEET 23
SHEET 24
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SHEET 95
SHEET 96
SHEET 97
SHEET 98
SHEET 99
SHEET 100

BK 14 Pg 6 H



EIGHTEEN ADDITION TO PORT CHARLOTTE SUBDIVISION
 A SUBDIVISION OF A PORTION OF SECTIONS 9, 15, 16, 17, 21 & 22, TOWNSHIP 39° RANGE 21° AND A RESUBDIVISION OF PORTIONS OF "TEETH ADDITION" AND "FOURTEENTH ADDITION" TO PORT CHARLOTTE SUBDIVISION.
 CITY OF NORTH PORT CHARLOTTE SARASOTA COUNTY, FLORIDA
 MUELLER AND FAITH, INC.
 CIVIL ENGINEERS & SURVEYORS
 SCALE: 1"=100' CORAL GABLES, FLORIDA JANUARY 1961

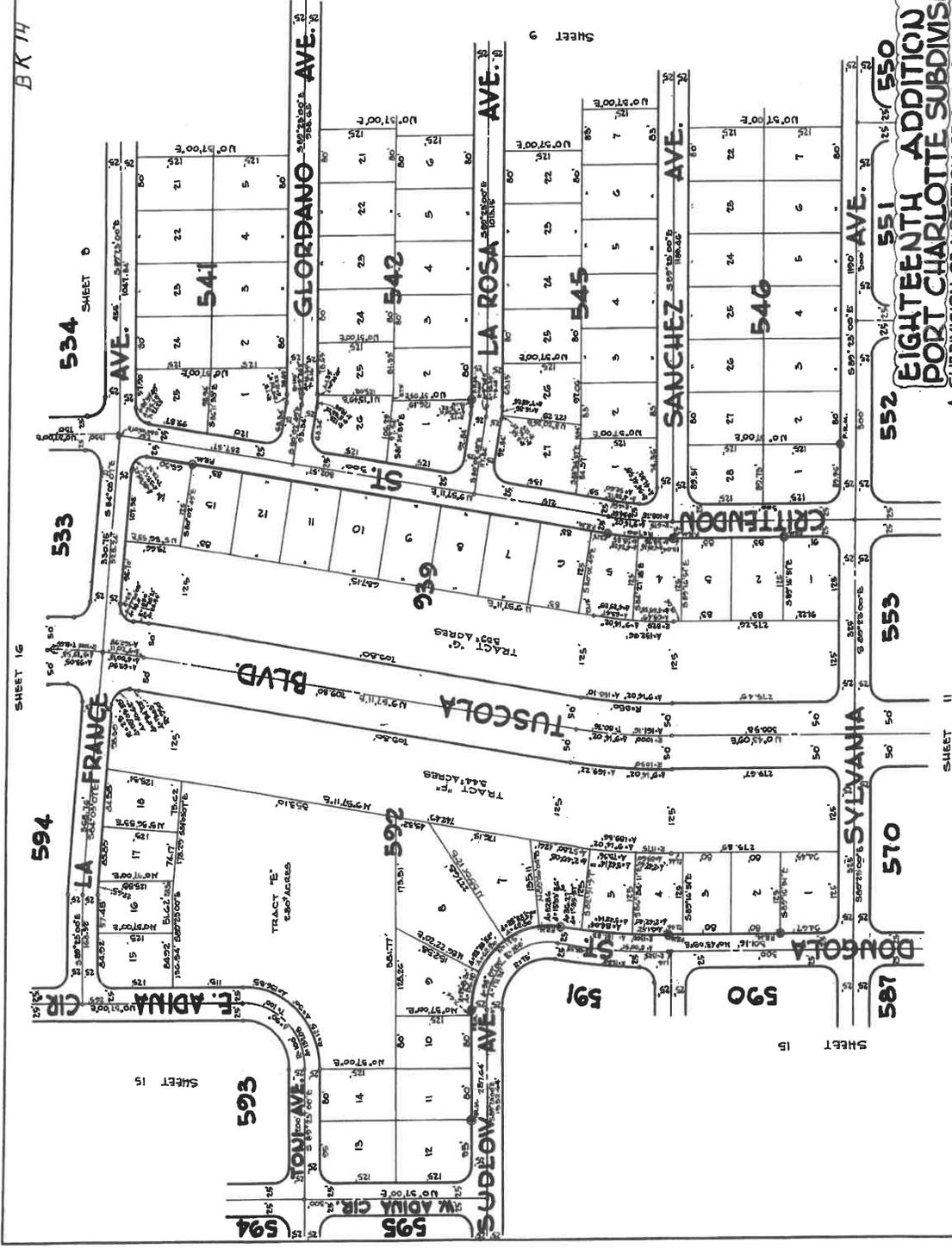
SHEET 9 OF 23



115 LOTS

PLAT LINE SEC.
 534-21
 534-22
 534-23

BK 14 Pg 61



**EIGHTEENTH ADDITION TO
PORT CHARLOTTE SUBDIVISION**

A SUBDIVISION OF A PORTION OF SECTIONS 9, 15, 16, 17,
21 & 22, TOWNSHIP 39th RANGE 21st AND A RESUBDIVISION
OF PORTIONS OF "TENTH ADDITION" AND "FOURTEENTH ADDITION"
TO PORT CHARLOTTE SUBDIVISION

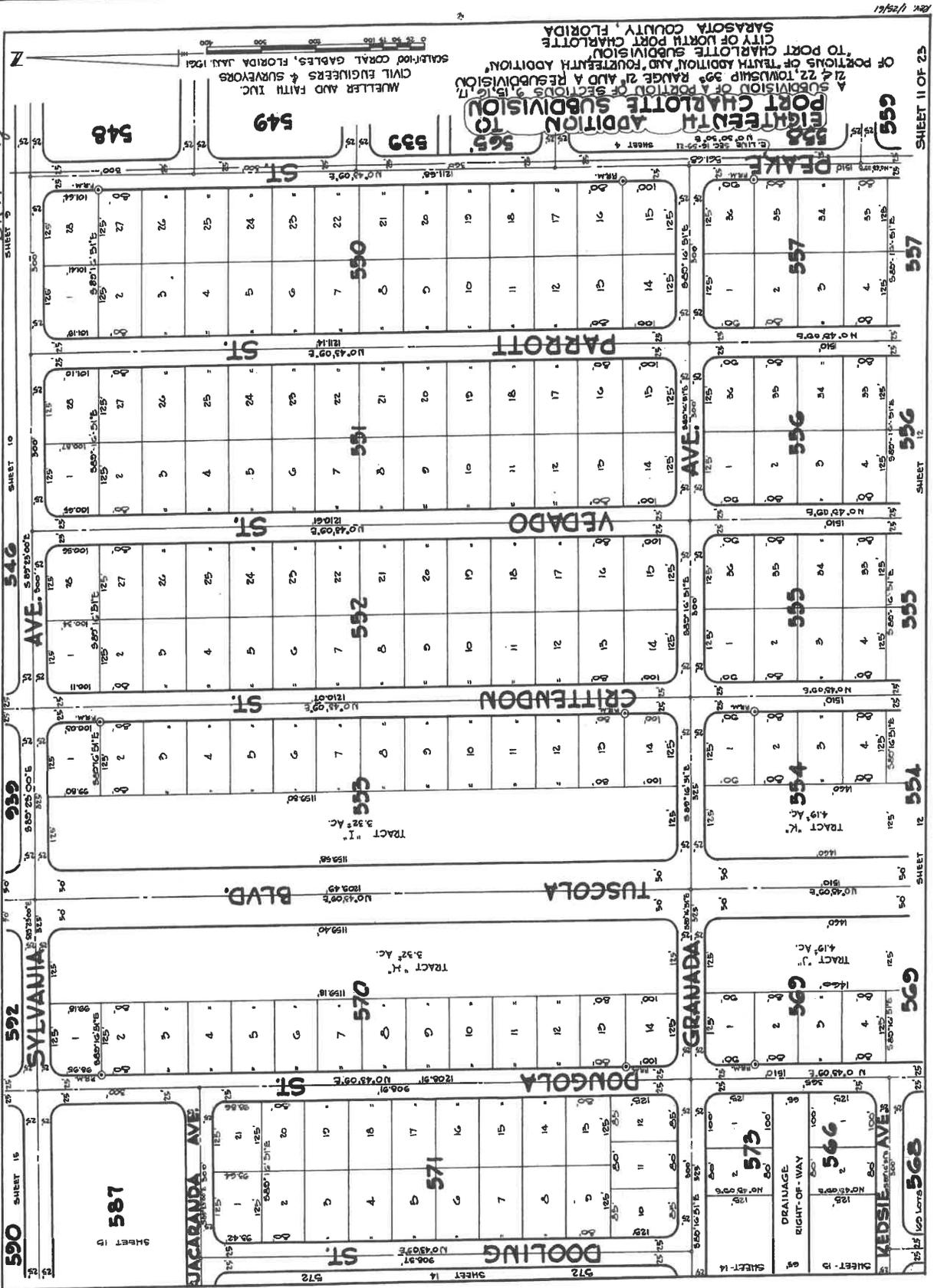
MUELLER AND FAITH LLC.
CIVIL ENGINEERS & SURVEYORS
SCALE 1"=100' CORAL GABLES, FLORIDA

JANUARY 1964

51 LOTS

SHEET 10 OF 25

REV. 11/2/00
REV. 1/26/01



590 SHEET 15

587 SHEET 15

571 SHEET 14

566 SHEET 14

559 SHEET 10

558 SHEET 10

557 SHEET 12

556 SHEET 12

555 SHEET 12

554 SHEET 12

553 SHEET 12

549 SHEET 10

548 SHEET 10

592 SHEET 10

570 TRACT X 3.32 AC

569 TRACT X 4.19 AC

559 TRACT X 3.32 AC

558 TRACT X 4.19 AC

557 TRACT X 3.32 AC

556 TRACT X 4.19 AC

555 TRACT X 3.32 AC

554 TRACT X 4.19 AC

553 TRACT X 3.32 AC

549 TRACT X 4.19 AC

548 TRACT X 3.32 AC

590 SHEET 15

587 SHEET 15

571 SHEET 14

566 SHEET 14

559 SHEET 10

558 SHEET 10

557 SHEET 12

556 SHEET 12

555 SHEET 12

554 SHEET 12

553 SHEET 12

549 SHEET 10

548 SHEET 10

590 SHEET 15

587 SHEET 15

571 SHEET 14

566 SHEET 14

559 SHEET 10

558 SHEET 10

557 SHEET 12

556 SHEET 12

555 SHEET 12

554 SHEET 12

553 SHEET 12

549 SHEET 10

548 SHEET 10

590 SHEET 15

587 SHEET 15

571 SHEET 14

566 SHEET 14

559 SHEET 10

558 SHEET 10

557 SHEET 12

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548 SHEET 10

590 SHEET 15

587 SHEET 15

571 SHEET 14

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548 SHEET 10

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548 SHEET 10

590 SHEET 15

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571 SHEET 14

566 SHEET 14

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549 SHEET 10

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549 SHEET 10

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590 SHEET 15

587 SHEET 15

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587 SHEET 15

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587 SHEET 15

571 SHEET 14

566 SHEET 14

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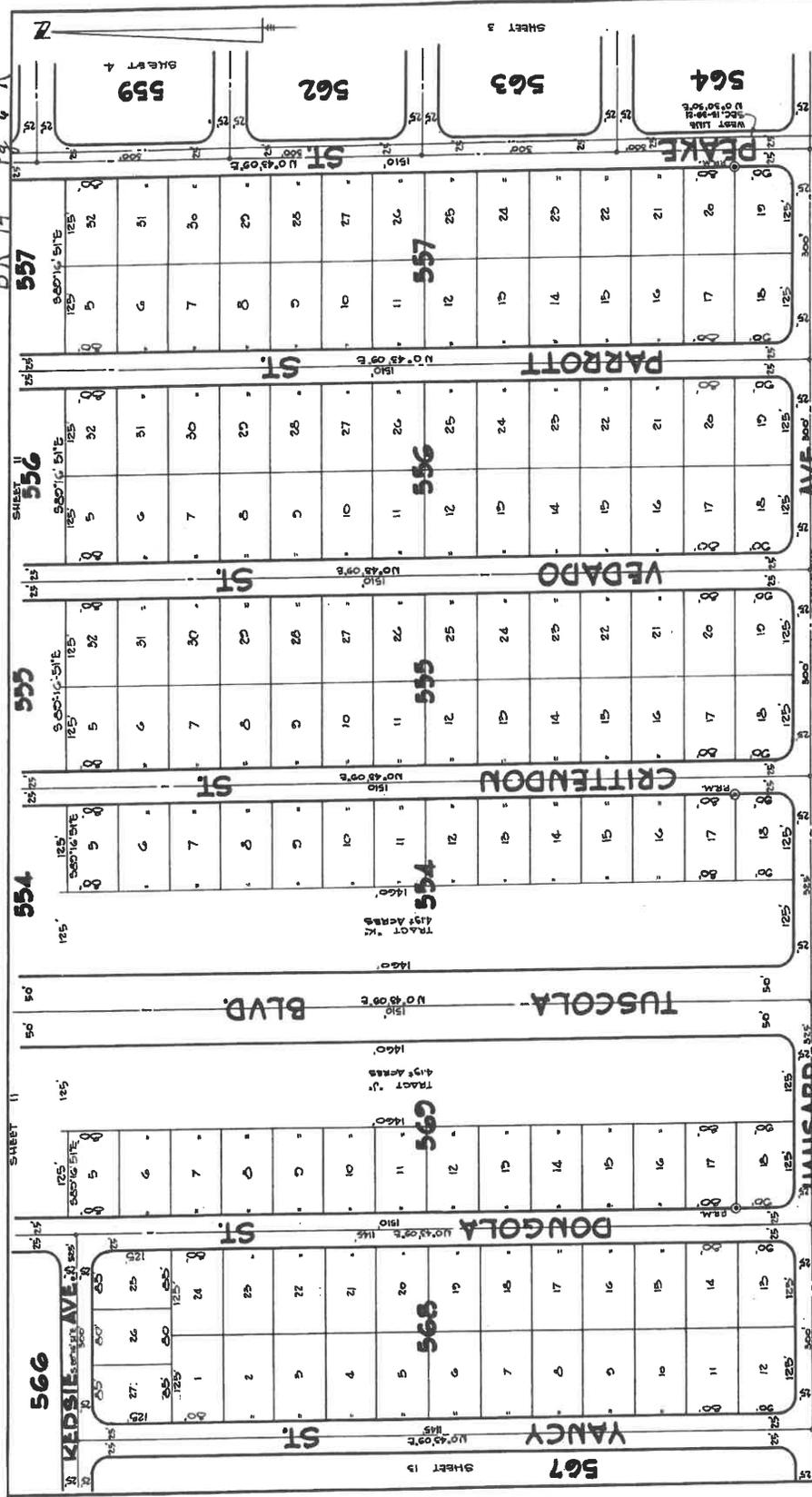
548 SHEET 10

590 SHEET 15

587 SHEET 15

571 SHEET 14

566 SHEET 14

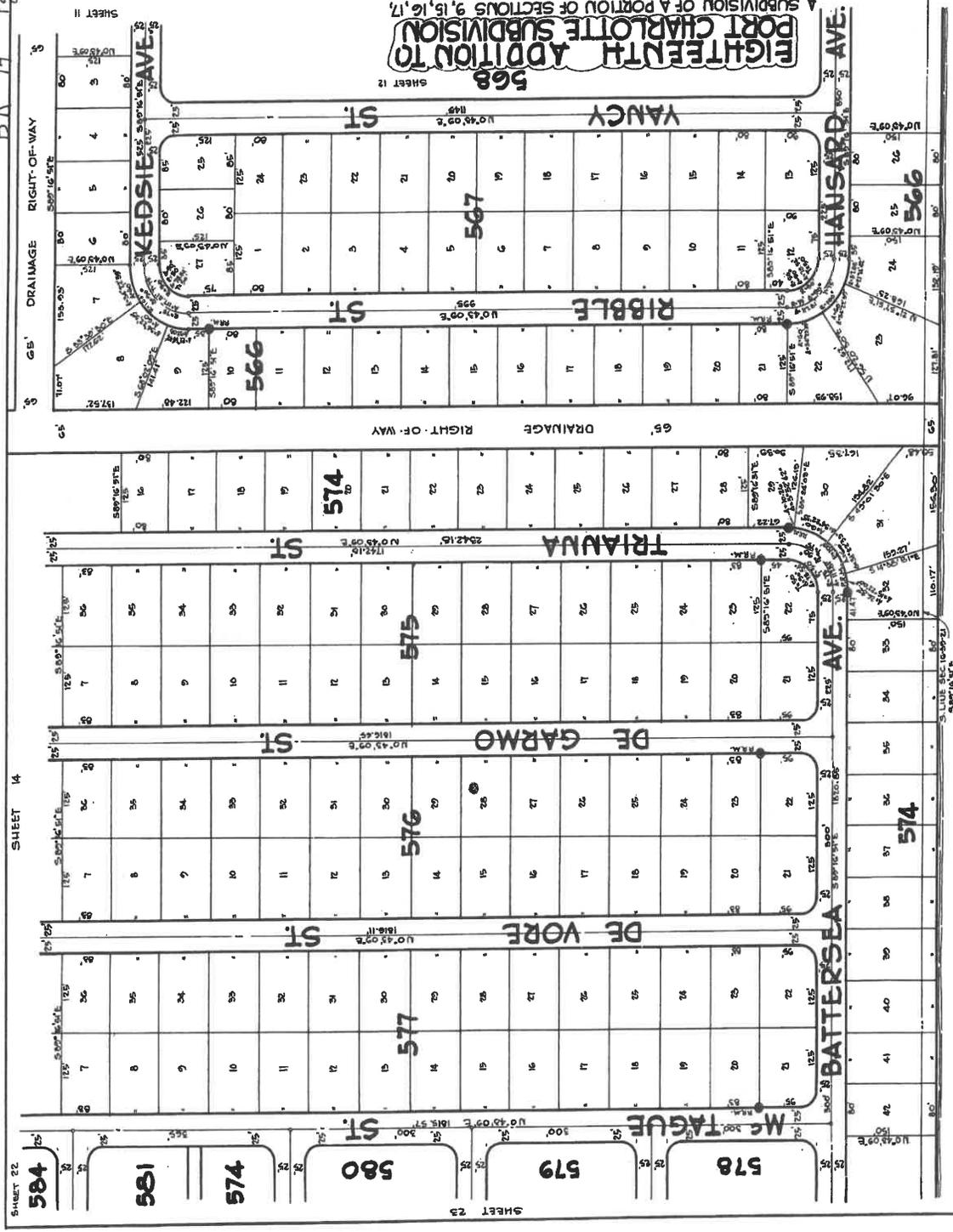


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130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160

EIGHTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION
 A SUBDIVISION OF A PORTION OF SECTIONS 9, 15, 16, 17, 21 & 22, TOWNSHIP 39^S RANGE 21^W AND A RESUBDIVISION OF PORTIONS OF "TELEPHONIC ADDITION" AND "FOURTEENTH ADDITION" TO PORT CHARLOTTE SUBDIVISION
 CITY OF NORTH PORT CHARLOTTE
 SARASOTA COUNTY, FLORIDA

MUELLER AND FAITH, INC.
 CIVIL ENGINEERS & SURVEYORS
 1100 CORAL GABLES, FLORIDA
 JANUARY 1961

SNOVER
 WATERWAY
 NOT SUPPLIED



SHEET 22

SHEET 14

SHEET 11

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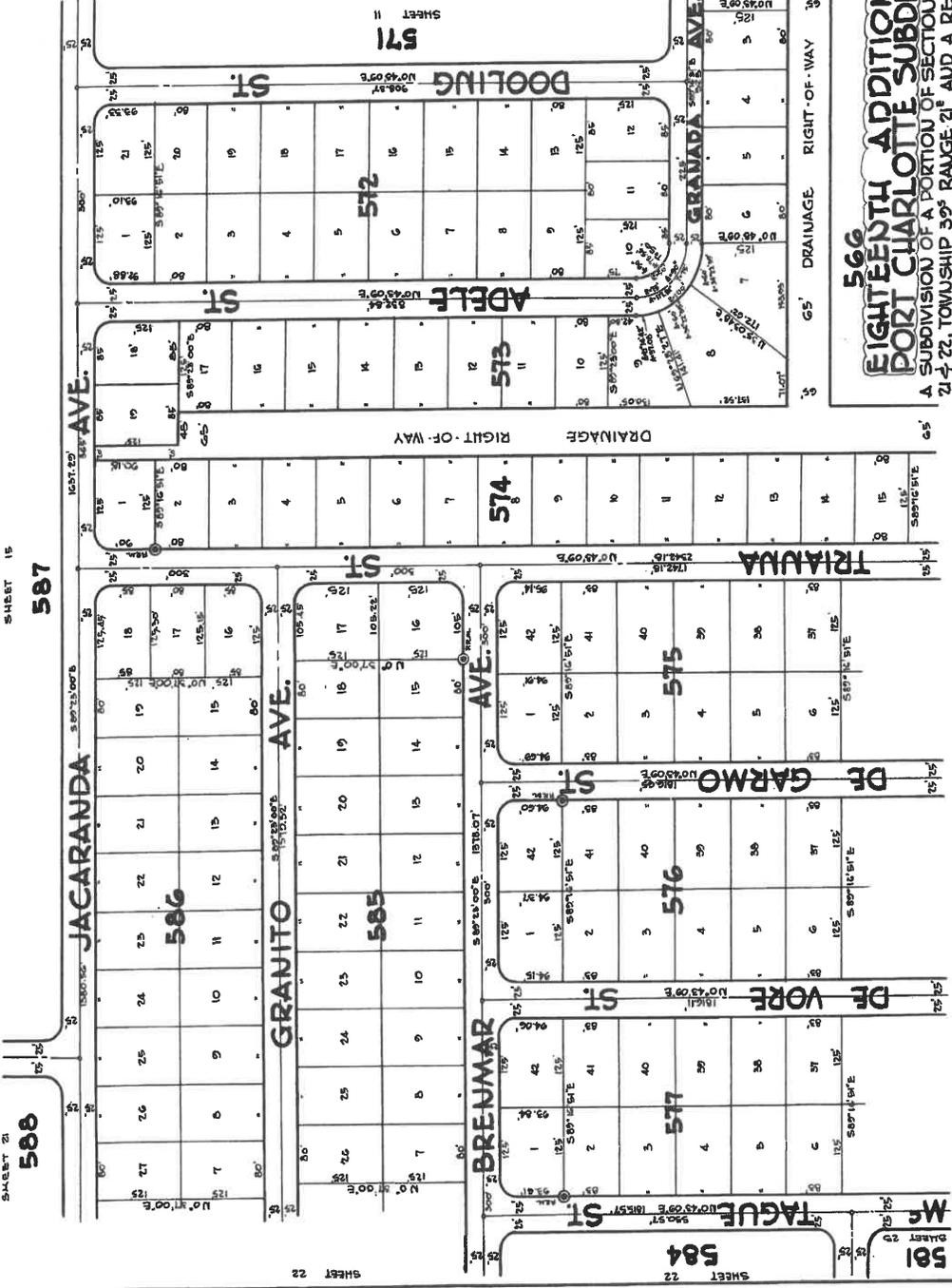
566

EIGHTEENTH ADDITION TO
PORT CHARLOTTE SUBDIVISION

A SUBDIVISION OF A PORTION OF SECTIONS 9, 15, 16, 17,
21 & 22, TOWNSHIP 39th RANGE 21st AND A RESUBDIVISION
OF PORT CHARLOTTE SUBDIVISION,
CITY OF NORTH PORT CHARLOTTE
SARASOTA COUNTY, FLORIDA
MULLER AND FAITH, INC.
CIVIL ENGINEERS & SURVEYORS
SCALE: 1"=100'
CORAL GABLES, FLORIDA
JANUARY 1961



BK 14 Pg 6 M



566
EIGHTEENTH ADDITION TO
PORT CHARLOTTE SUBDIVISION
 A SUBDIVISION OF A PORTION OF SECTIONS 9, 15, 16, 17,
 21 & 22, TOWNSHIP 39^S RANGE 21^W AND A RESUBDIVISION
 OF PORTIONS OF "TENTH ADDITION" AND "FOURTEENTH ADDITION"
 TO PORT CHARLOTTE SUBDIVISION
 CITY OF NORTH PORT CHARLOTTE
 SARASOTA COUNTY, FLORIDA
 MUELLER AND FAITH, INC.
 CIVIL ENGINEERS & SURVEYORS
 1100 CORAL GABLES, FLORIDA
 JANUARY 1961

SCALE: 1"=100'
 SHEET 14 OF 23

150 LOTS

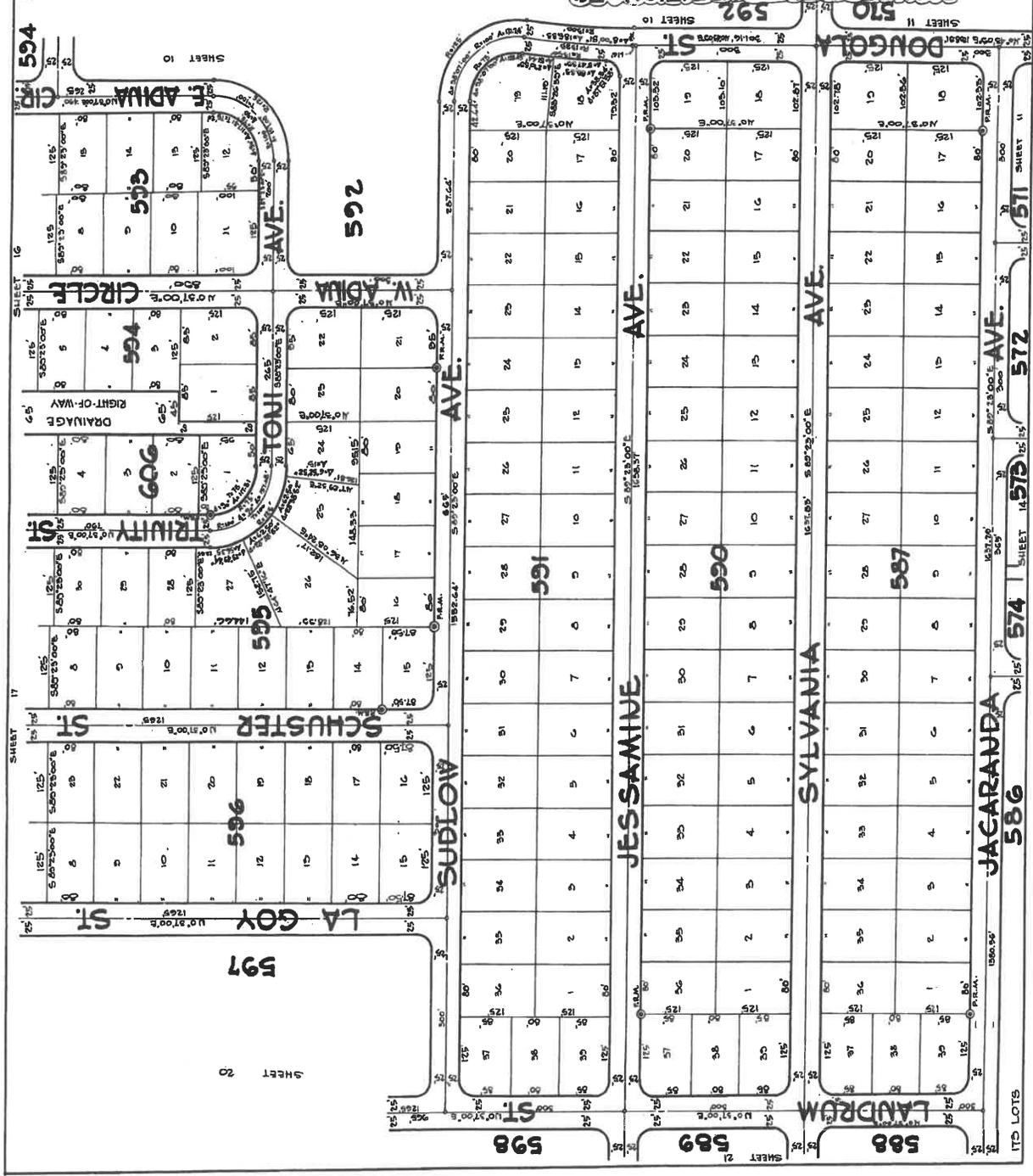
EIGHTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION

A SUBDIVISION OF A PORTION OF SECTIONS 9, 15, 16, 17, 21 & 22, TOWNSHIP 39° RANGE 21° AND A RESUBDIVISION OF PORT CHARLOTTE SUBDIVISION, CITY OF NORTH PORT CHARLOTTE, SARASOTA COUNTY, FLORIDA

MUELLER AND FAITH INC.
CIVIL ENGINEERS & SURVEYORS
SCALE: 1"=100' CORAL GABLES, FLORIDA
JANUARY 1961.



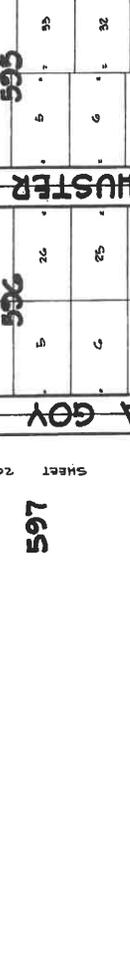
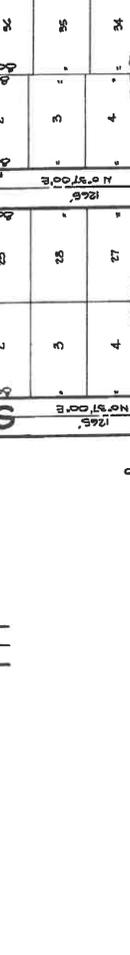
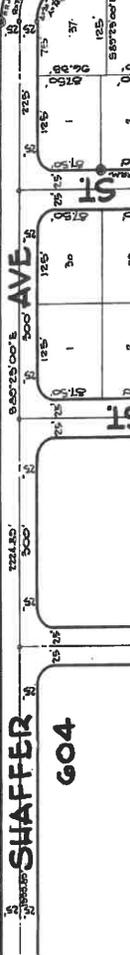
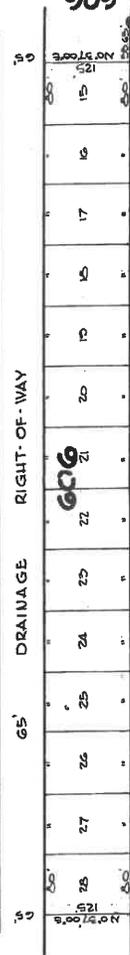
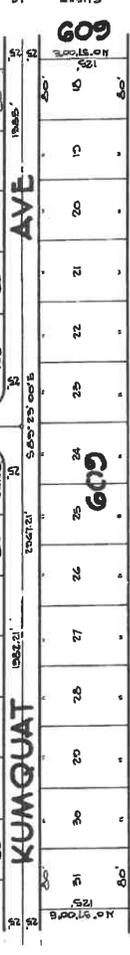
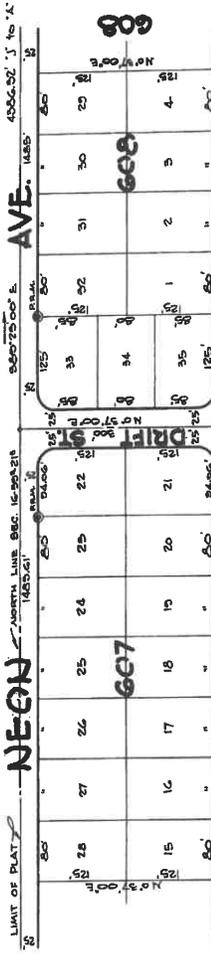
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B.K. 14 P.C.P.



NOT SUBDIVIDED



EIGHTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION

A SUBDIVISION OF A PORTION OF SECTIONS 9, 15, 16, 17, 21 & 22, TOWNSHIP 39° RANGE 21° AND A RESUBDIVISION OF PORTIONS OF "TEUTH ADDITION" AND "FOURTEENTH ADDITION" CITY OF NORTH PORT CHARLOTTE SARASOTA COUNTY, FLORIDA MUELLER AND FAITH INC. CIVIL ENGINEERS & SURVEYORS JANUARY 1921 SCALE: 1"=100' CORAL GABLES, FLORIDA

SHEET 16

SHEET 17 OF 23

21 LOTS

NOT

NEON AVE. 4556.92' 1/2" No. 14'

KUMQUAT AVE. 1085.50' No. 10'

LA GOY ST. 1265' No. 17' 00" B.

SCHAUSTER ST. 1265' No. 17' 00" B.

TRINITY ST. 1265' No. 17' 00" B.

SHAFER ST. 1265' No. 17' 00" B.

597

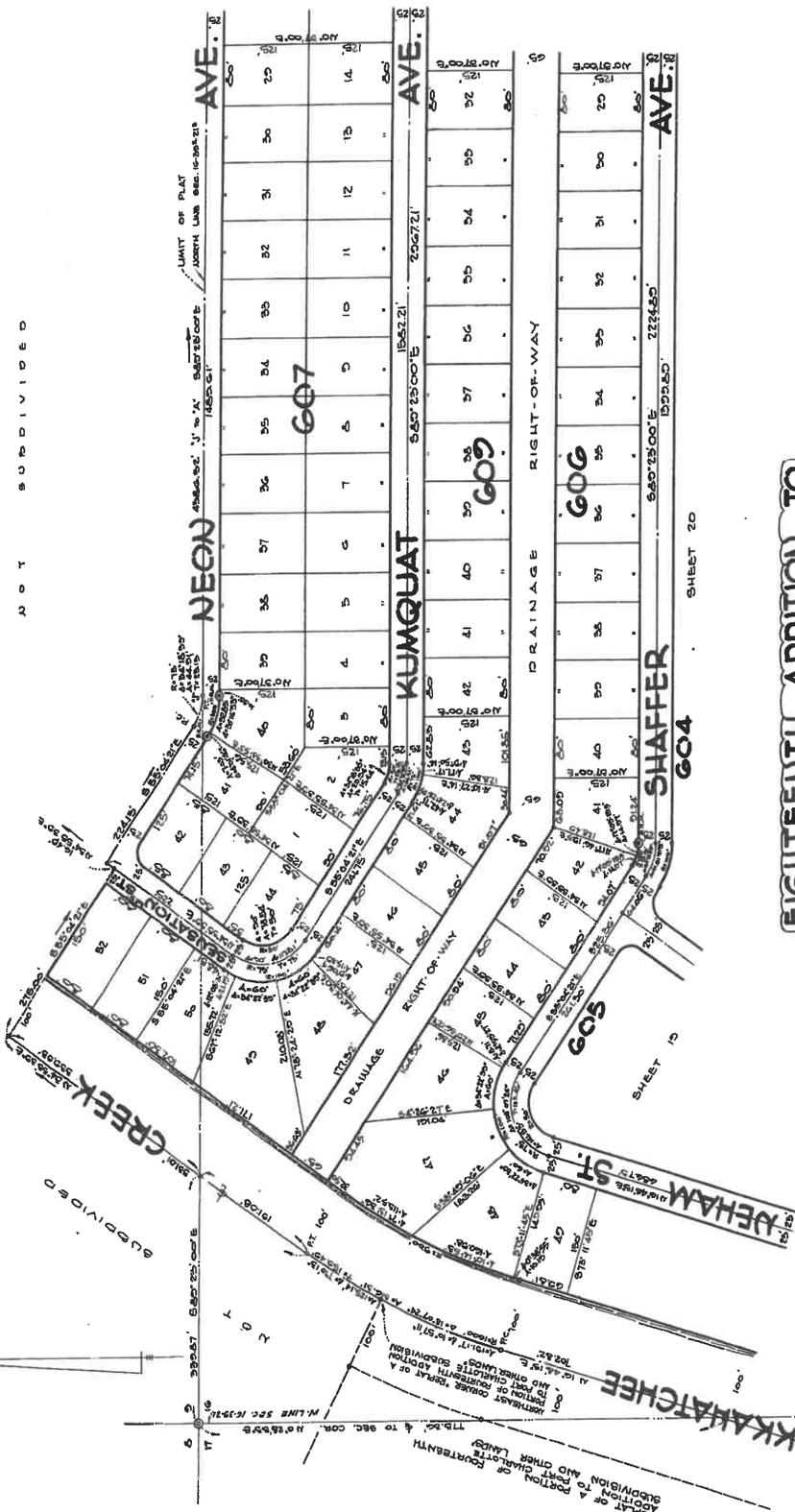
SHEET 20

SHEET 15

SHEET 16

BK14 Pg 69

NOT SUBDIVIDED



**EIGHTEENTH ADDITION TO
PORT CHARLOTTE SUBDIVISION**

A SUBDIVISION OF A PORTION OF SECTIONS 9, 15, 16, 17,
21 & 22, TOWNSHIP 30^T, RANGE 21^W, AND A RESUBDIVISION
OF PORTIONS OF "TELEPHONIC ADDITION" AND "FOURTEENTH ADDITION"
TO PORT CHARLOTTE SUBDIVISION
CITY OF NORTH PORT CHARLOTTE
SARASOTA COUNTY, FLORIDA
MULLER AND FAITH, INC.

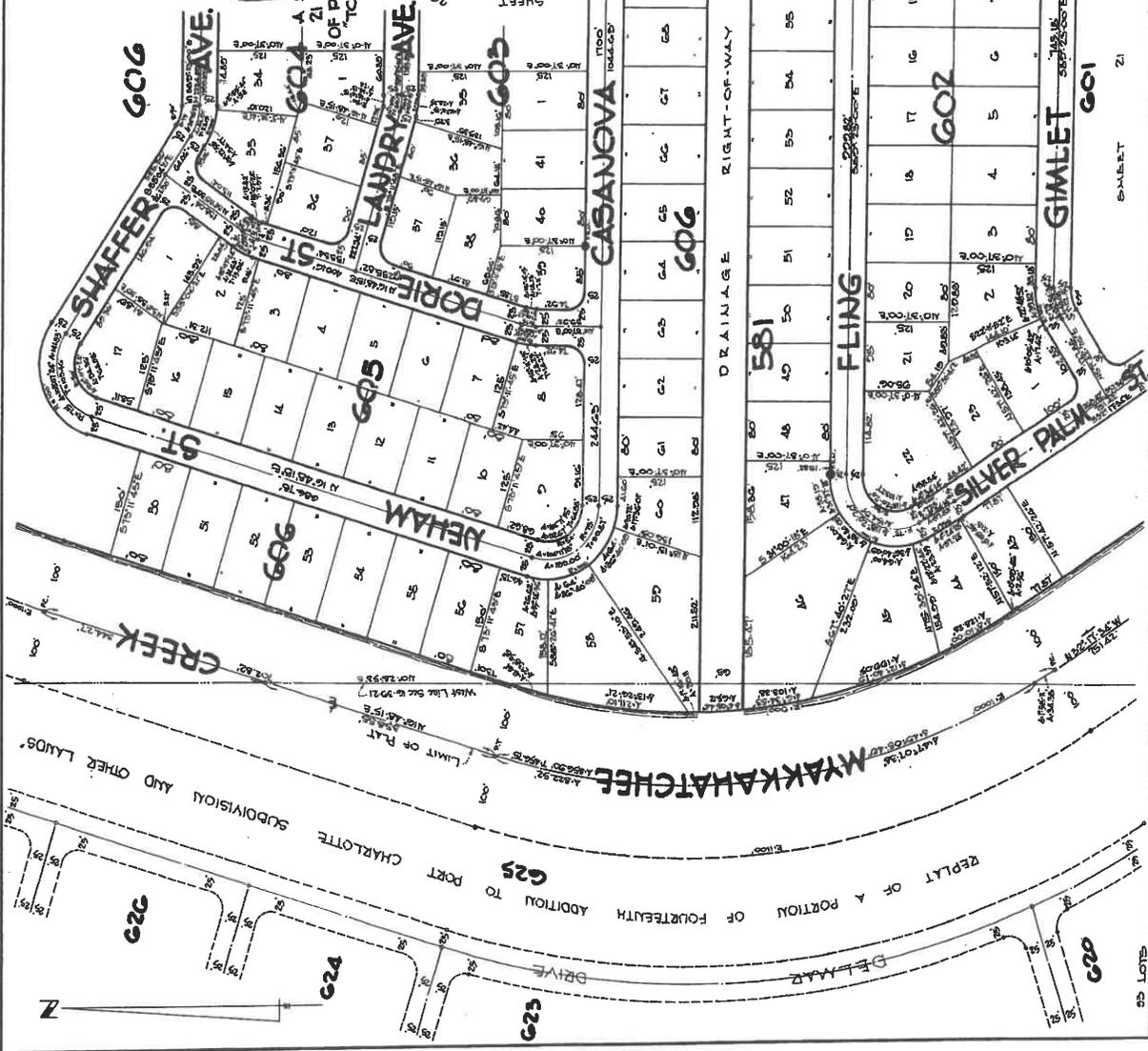
CIVIL ENGINEERS & SURVEYORS
SCALE: 1" = 100' CORAL GABLES, FLORIDA
JANUARY 1964

72 Lots

SHEET 16 OF 25

REV. 1/24/61

BR 14 Pg 6 R



EIGHTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION

A SUBDIVISION OF A PORTION OF SECTIONS 9, 15, 16, 17, 21 & 22, TOWNSHIP 30° RANGE 21° AND A RESUBDIVISION OF PORTIONS OF TENTH ADDITION AND FOURTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION CITY OF NORTH PORT CHARLOTTE SAZASOTA COUNTY, FLORIDA

MULLER AND FAITH, INC.
CIVIL ENGINEERS & SURVEYORS

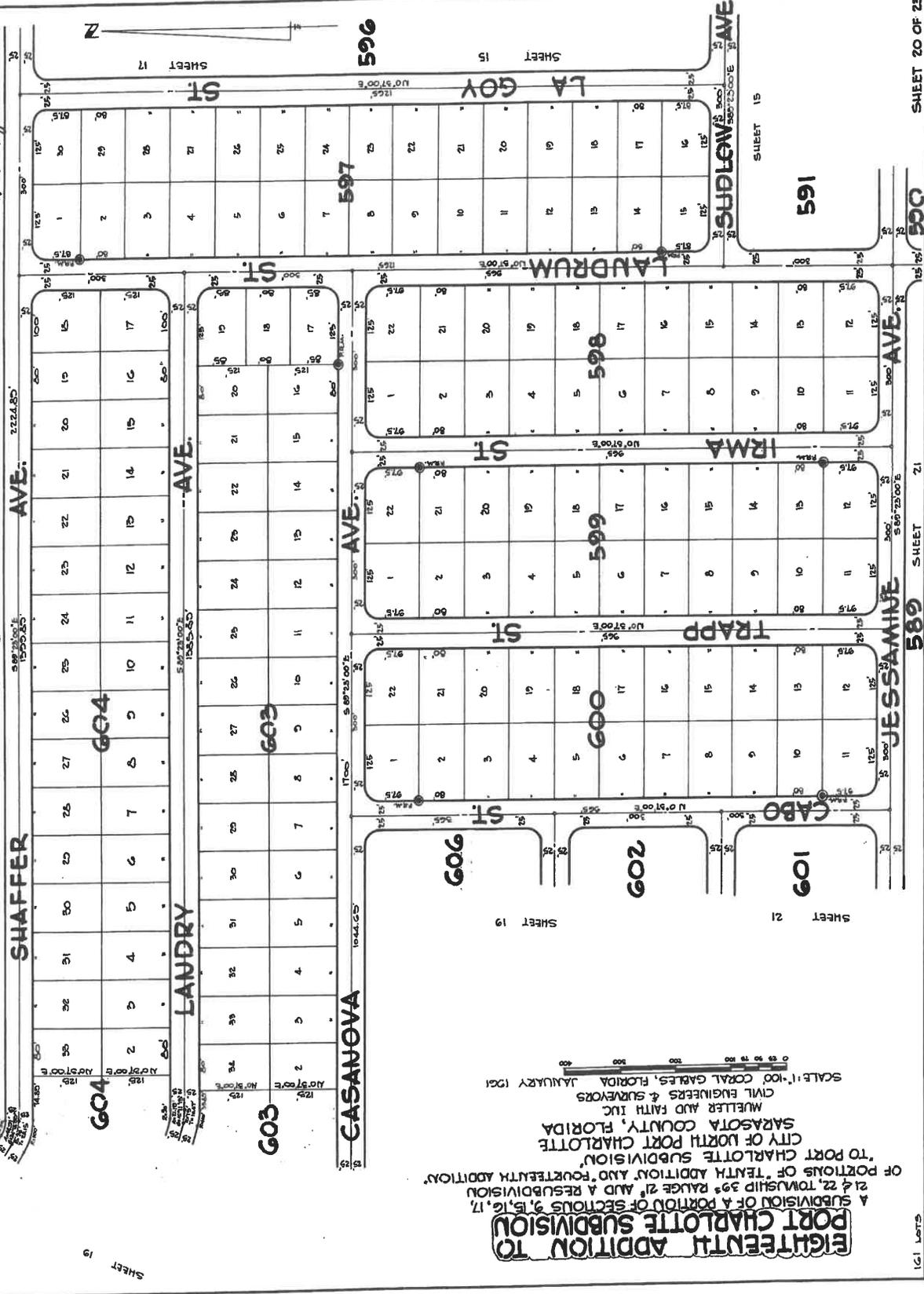
SCALE: 1"=100' CORAL GABLES, FLORIDA JANUARY 1961

SHEET 17 BK14 Pg 6 &

SHEET 18

SHEET 19

SHEET 20 OF 23



**EIGHTEENTH ADDITION TO
PORT CHARLOTTE SUBDIVISION**

A SUBDIVISION OF A PORTION OF SECTIONS 9, 15, 16, 17,
21 & 22, TOWNSHIP 39th RANGE 21st AND A RESUBDIVISION
OF PORTIONS OF "TEARTH ADDITION" AND "FOURTEENTH ADDITION"
TO PORT CHARLOTTE SUBDIVISION
CITY OF NORTH PORT CHARLOTTE
SARASOTA COUNTY, FLORIDA
MUELLER AND FAITH INC
CIVIL ENGINEERS & SURVEYORS
CORAL GABLES, FLORIDA
JANUARY 1961

SCALE: 1"=100'

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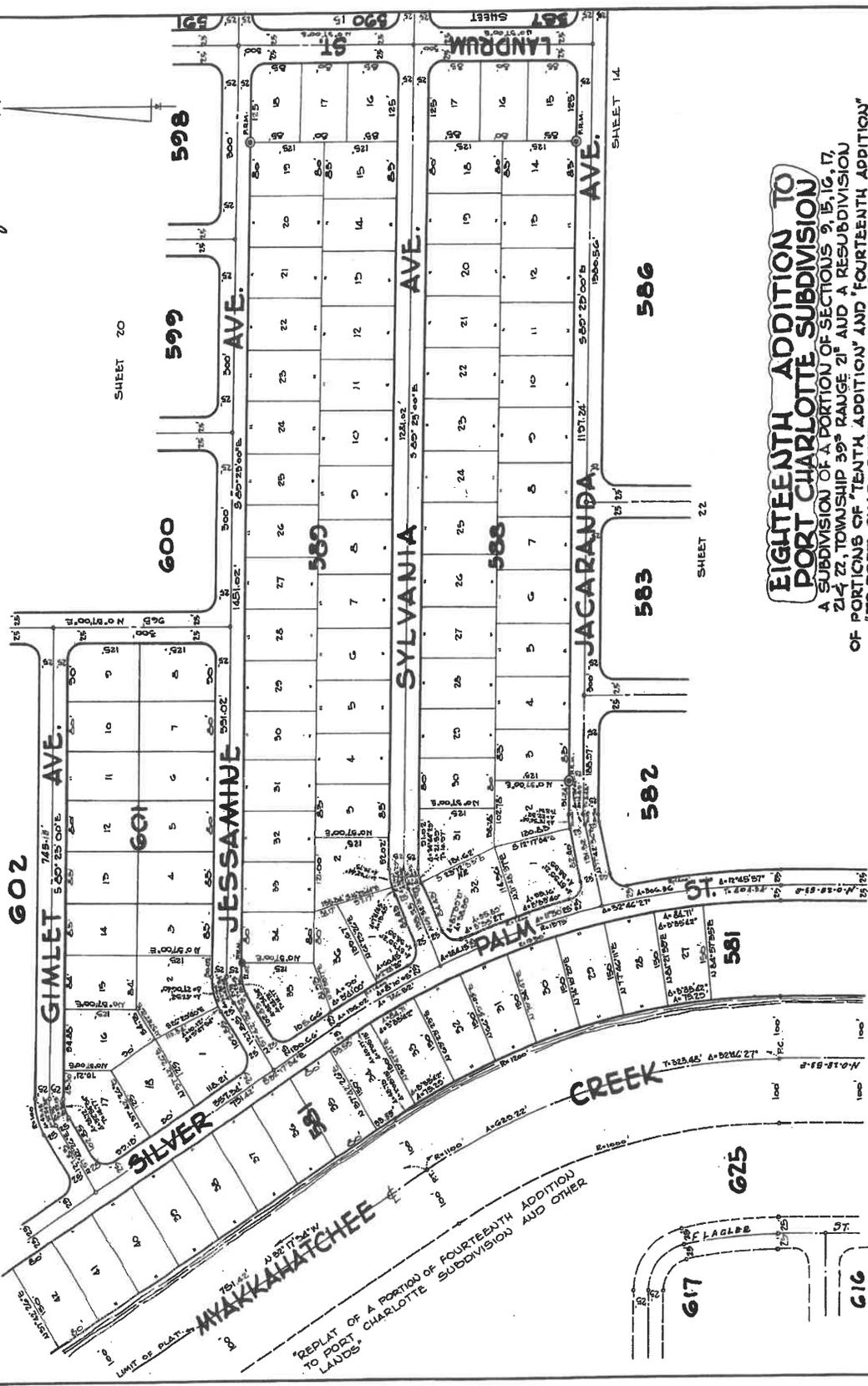
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BK 14 Pg 67

SHEET 19



**EIGHTEENTH ADDITION TO
PORT CHARLOTTE SUBDIVISION**
 A SUBDIVISION OF A PORTION OF SECTIONS 9, 15, 16, 17,
 21 & 22, TOWNSHIP 39th RANGE 21st AND A RESUBDIVISION
 OF PORTIONS OF "TEENTH ADDITION" AND "FOURTEENTH ADDITION"
 "TO PORT CHARLOTTE SUBDIVISION"
 CITY OF NORTH PORT CHARLOTTE
 SARASOTA COUNTY, FLORIDA
 MUELLER AND FAITH INC.
 CIVIL ENGINEERS & SURVEYORS
 SCALE: 1"=100' CORAL GABLES, FLORIDA JANUARY 1964

REV 1/24/60

SHEET 21 OF 25

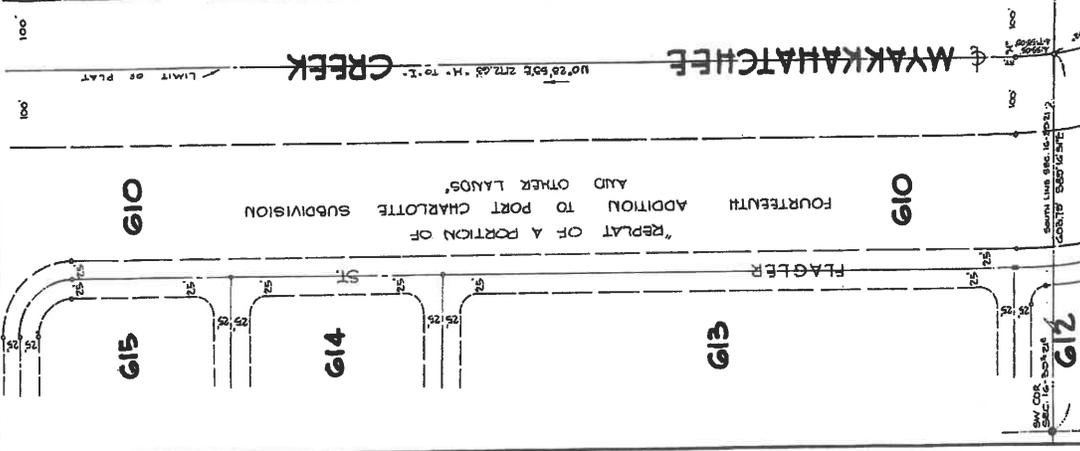
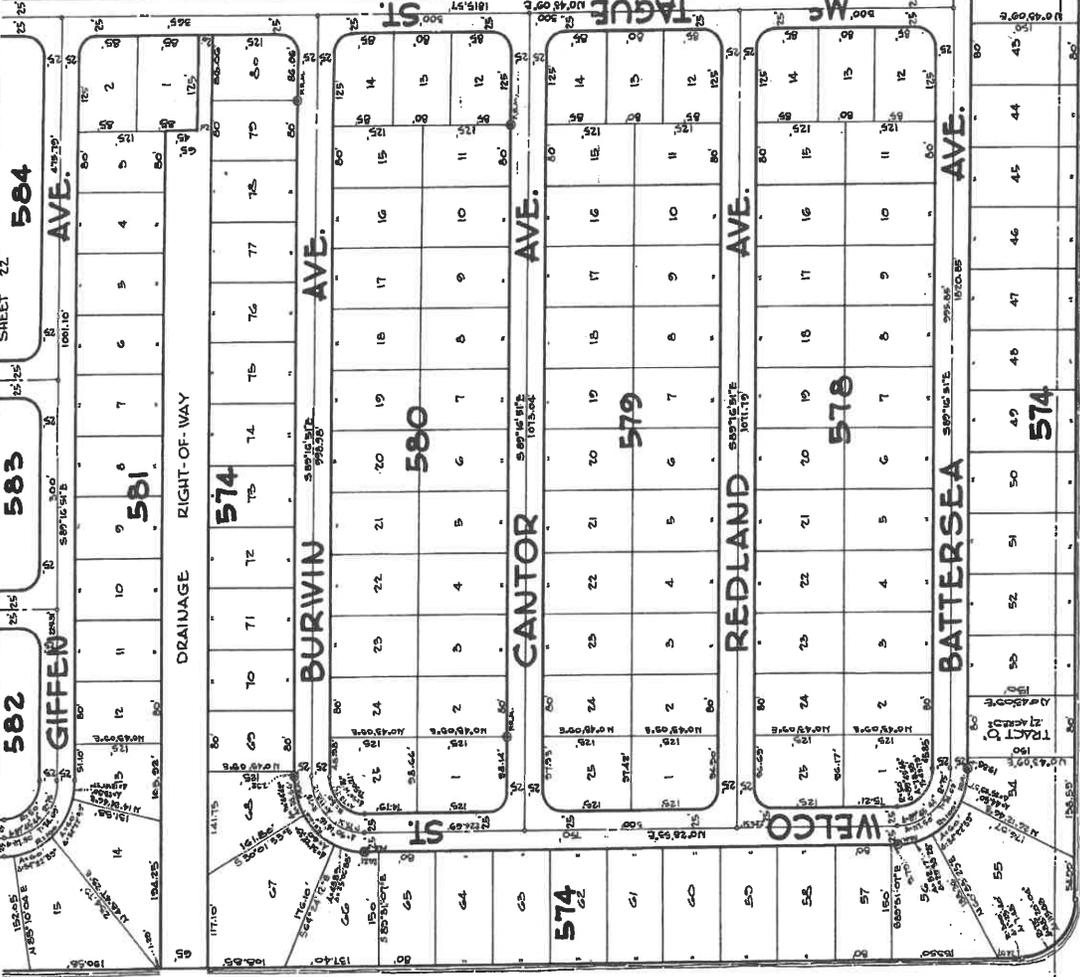
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BK 14 Pg 6 V

FILED AND RECORDED
 Mar 13 7 26 PM '19
 VIA A. WYDNE, CLERK
 SARASOTA CO., FLA.

A SUBDIVISION OF A PORTION OF SECTIONS 9, 15, 16, 17,
 21 & 22, TOWNSHIP 39th RANGE 21st AND A RESUBDIVISION
 OF PORTIONS OF TENTH ADDITION AND FOURTEENTH ADDITION
 TO PORT CHARLOTTE SUBDIVISION
 CITY OF NORTH PORT CHARLOTTE
 SARASOTA COUNTY, FLORIDA

MULLER AND FAITH INC.
 CIVIL ENGINEERS & SURVEYORS
 SCALE: 1"=100' CORAL GABLES, FLORIDA
 JANUARY 1961



172¹/₂ LOTS

NET SUBDIVISION

WATERWAY

LIMIT OF PLAY

SHEET 23 OF 23

33.00

92141092

This instrument prepared by or under the supervision of:

Name: Joel K. Goldman
Address: Greenberg, Traurig, Hoffman, Lipoff, Rosen & Quentel, P.A.
1221 Brickell Avenue
Miami, Florida 33131-3261

(Space reserved for Clerk of Court)

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PAGE 1193

RETURN TO:
CHICAGO TITLE INSURANCE COMPANY
1800 Second Street, Suite 105
SARASOTA, FL 34238

Parcel 1. D. f 112

ASSIGNMENT OF PLAT AND OTHER EASEMENTS

THIS ASSIGNMENT OF PLAT AND OTHER EASEMENTS ("Assignment") is made as of the 5th day of December, 1992 between ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation, and GENERAL DEVELOPMENT UTILITIES, INC., a Florida corporation (collectively, "Assignor"), whose address is 2601 South Bayshore Drive, Miami, Florida 33133, and the CITY OF NORTH PORT, FLORIDA, a municipal corporation created under the laws of the State of Florida ("Assignee") whose address is 5650 North Port Boulevard, North Port, Florida 34287 and whose taxpayer identification number is 7-20-110

WITNESSETH:

ASSIGNOR, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by Assignee to Assignor simultaneously herewith, the receipt and sufficiency of which are hereby acknowledged, has sold, assigned, transferred, set over and delivered, and by these presents does sell, assign, transfer, set over and deliver, to Assignee, and Assignee's successors and assigns forever, all of Assignor's right, title and interest, if any, in and to: (i) those certain platted utility easements located in Sarasota County, Florida and described on those certain plat set forth on Exhibit "A" attached hereto and by this reference made a part hereof (the "Plat Easements"); and (ii) all other utility easements ("Additional Easements") owned or used by Assignor and located within the city limits of the City of North Port, Florida (the "City") which are used in the operation of, or are necessary for Assignee to operate, the existing utility system in the City.

TO HAVE AND TO HOLD unto Assignee and Assignee's successors and assigns forever, subject to the terms, covenants and provisions contained in the Plat Easements and Additional Easements and the reservation set forth below.

ASSIGNEE hereby accepts the foregoing Assignment subject to: (i) the obligations of Assignor under the Plat Easements and Additional Easements; and (ii) all of the terms, covenants and provisions contained in the Plat Easements and Additional Easements.

ASSIGNOR hereby reserves the right and privilege for itself and its successors and/or assigns, to utilize the Plat Easements and Additional Easements in common with Assignee; provided Assignor's use of the Plat Easements and Additional Easements does not unreasonably interfere with Assignee's use, occupation or enjoyment thereof.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the day and year first above written.

Witnessed by: _____ ASSIGNOR:
ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation
Witness: [Signature] BY: [Signature]
Print Name: [Name] Name: _____
Title: _____
Witness: [Signature] [CORPORATE SEAL]
Print Name: ROBERT L. NORRIS

GENERAL DEVELOPMENT UTILITIES, INC., a Florida corporation
Witness: [Signature] BY: [Signature]
Print Name: [Name] Name: CHARLES E. FANCHER, JR.
Title: PRESIDENT
Witness: [Signature] [CORPORATE SEAL]
Print Name: ROBERT L. NORRIS

ASSIGNEE:
THE CITY OF NORTH PORT, FLORIDA, a municipal corporation created under the laws of the State of Florida
Witness: [Signature] BY: _____
Print Name: [Name] Name: BEN HARDIN
Title: CHAIRPERSON
Witness: [Signature] [SEAL]
Print Name: ROBERT L. NORRIS

STATE OF FLORIDA }
COUNTY OF [County] } SS:

The foregoing instrument was acknowledged before me this 8 day of December, 1992 by [Name], as [Title] of ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation, on behalf of the corporation. He/she personally appeared before me, is personally known to me or produced [Name] as identification, and did not take an oath.

[NOTARIAL SEAL] Notary: [Signature]
Print Name: [Name]
Notary Public, State of Florida
Commission No.: [Number]
My commission expires: _____

STATE OF FLORIDA)
COUNTY OF Hillsborough) SS:

The foregoing instrument was acknowledged before me this 5th day of December, 1992, by CHARLES E. FANCHER, JR, as President of GENERAL DEVELOPMENT UTILITIES, INC., a Florida corporation, on behalf of the corporation. He personally appeared before me, is personally known to me or produced Business License as identification, and did not take an oath.

[NOTARIAL SEAL]

Notary: William J. Buchanan
Print Name: William J. Buchanan
Notary Public, State of Florida
Commission No.: 6211077
My commission expires: June 22, 1995
Notary Public, State of Florida
My Commission Expires June 22, 1995

STATE OF FLORIDA)
COUNTY OF Hillsborough) SS:

The foregoing instrument was acknowledged before me this 5th day of December, 1992 by BEN HARDIN, as Chairperson of THE CITY OF NORTH PORT, FLORIDA, a municipal corporation created under the laws of the State of Florida, on behalf of the municipal corporation. He personally appeared before me, is personally known to me or produced as identification, and did not take an oath.

[NOTARIAL SEAL]

Notary: William J. Buchanan
Print Name: William J. Buchanan
Notary Public, State of Florida
Commission No.: 6211077
My commission expires: June 22, 1995
Notary Public, State of Florida
My Commission Expires June 22, 1995

Exhibit "A"

1. PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 10, Page 95 of the Public Records of Sarasota County, Florida (the "Public Records"); and
2. FIFTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 11, at Page 29 of the Public Records; and
3. SECOND ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 11, at Page 30 of the Public Records; and
4. THIRD ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 11, at Page 31 of the Public Records; and
5. FOURTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 11, at Page 32 of the Public Records; and
6. FIFTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 11, at Page 33 of the Public Records; and
7. SIXTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 11, at Page 34 of the Public Records; and
8. SEVENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 12, at Page 19 of the Public Records; and
9. EIGHTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 12, at Page 20 of the Public Records; and
9. NINTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 12, at Page 21 of the Public Records; and
10. TENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 12, at Page 22 of the Public Records; and
11. ELEVENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 13, at Page 2 of the Public Records; and
12. TWELFTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 13, at Page 8 of the Public Records; and
13. FIRST REPLAT IN TWELFTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 13, at Page 8 of the Public Records; and
14. THIRTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 13, at Page 12 of the Public Records; and
15. FOURTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 13, at Page 13 of the Public Records; and
16. REPLAT OF A PORTION OF FOURTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 13, at Page 13 of the Public Records; and

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17. FIFTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 13, at Page 14 of the Public Records; and
18. SECOND REPLAT IN FIFTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 19, at Page 3 of the Public Records; and
19. THIRD REPLAT IN FIFTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 19, at Page 3 of the Public Records; and
20. SIXTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 13, at Page 15 of the Public Records; and
21. FIRST REPLAT IN SIXTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 13, at Page 15 of the Public Records; and
22. SEVENTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 13, at Page 16 of the Public Records; and
23. EIGHTEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 14, at Page 6 of the Public Records; and
24. NINETEENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 14, at Page 7 of the Public Records; and
25. TWENTIETH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 14, at Page 8 of the Public Records; and
26. TWENTYFIRST ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 14, at Page 9 of the Public Records; and
27. TWENTYSECOND ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 14, at Page 10 of the Public Records; and
28. TWENTYTHIRD ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 14, at Page 13 of the Public Records; and
29. TWENTYFOURTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 14, at Page 14 of the Public Records; and
30. TWENTYFIFTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 15, at Page 2 of the Public Records; and
31. TWENTY-SIXTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 15, at Page 3 of the Public Records; and
32. TWENTY-SEVENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 15, at Page 11 of the Public Records; and
33. TWENTY-EIGHTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 15, at Page 12 of the Public Records; and
34. TWENTY-NINTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 15, at Page 13 of the Public Records; and
35. THIRTIETH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 15, at Page 14 of the Public Records; and

36. THIRTY-FIRST ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 15, at Page 15 of the Public Records; and
37. THIRTY-SECOND ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 15, at Page 16 of the Public Records; and
38. THIRTY-THIRD ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 15, at Page 17 of the Public Records; and
36. THIRTY-FOURTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 15, at Page 18 of the Public Records; and
39. THIRTY-FIFTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 15, at Page 19 of the Public Records; and
40. THIRTY-SIXTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 16, at Page 3 of the Public Records; and
40. THIRTY-SEVENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 16, at Page 4 of the Public Records; and
41. THIRTY-EIGHTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 16, at Page 5 of the Public Records; and
42. THIRTY-NINTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 16, at Page 14 of the Public Records; and
43. FORTIETH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 16, at Page 41 of the Public Records; and
44. FORTY-FIRST ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 16, at Page 42 of the Public Records; and
45. FORTY-SECOND ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 17, at Page 52 of the Public Records; and
46. FORTY-THIRD ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 18, at Page 26 of the Public Records; and
47. FORTY-FIFTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 19, at Page 38 of the Public Records; and
48. FORTY-SIXTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 19, at Page 45 of the Public Records; and
49. FORTY-SIXTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 19, at Page 45 of the Public Records; and
50. FORTY-SEVENTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 19, at Page 46 of the Public Records; and
51. FORTY-EIGHTH ADDITION TO PORT CHARLOTTE SUBDIVISION, as recorded in Plat Book 20, at Page 5 of the Public Records; and

