

ROSE RANCH

LEGAL DESCRIPTION

Parts of SECTIONS 4, 5, 8 and 9, Township 22 South, Range 29 East, and part of S.E. 1/4 of Section 32, Township 21 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

BEGINNING at the East 1/4 corner of Section 8, Township 22 South, Range 29 East, proceed westerly along the East-West Centerline of Section 8, N. 89° 09' 50" W., 3940.75 feet; Thence N. 0° 28' 49" E., 1323.10 feet; Thence N. 89° 12' 34" W., 1319.16 feet to the West line of Section 8; Thence Northerly with said West line N. 0° 12' 39" E., 1323.48 feet to the N.W. corner of said Section 8; Thence Easterly with the North line of Section 8, S. 89° 03' 02" E., 657.28 feet; Thence Northerly into Section 5, N. 0° 14' 36" W., 665.16 feet; Thence S. 89° 16' 43" E., 327.94 feet; Thence S. 0° 18' 08" E., 666.48 feet to the South line of Section 5; Thence Southerly into Section 8, S. 0° 03' 34" W., 660.40 feet; Thence S. 89° 07' 47" E., 658.44 feet; Thence N. 0° 02' 33" W., 659.50 feet to the North line of Section 8; Thence Northerly into Section 5, N. 0° 25' 02" W., 2007.03 feet; Thence S. 89° 43' 03" E., 989.62 feet to the East Right-of-Way line of long road; Thence Northerly with said East Right-of-Way line N. 3° 52' 06" E., 675.04 feet to the south line of the N.E. 1/4 of Section 5; Thence Easterly with said South line N. 89° 25' 56" E., 1219.93 feet; Thence N. 1° 08' 47" W., 2691.24 feet to the north line of Section 5, said North line also being the North line of Township 22 South; Thence Northerly into Section 32, Township 21 South, Range 29 East, N. 0° 55' 06" E., 237.25 feet to the West Right-of-Way line of U.S. Highway No. 441; Thence Southeasterly with said Right-of-Way line S. 57° 13' 37" E., 444.29 feet to the Aforementioned North line of Section 5, Township 22 South, Range 29 East; Thence continue Southeasterly with said Right-of-Way line into Section 5, S. 57° 13' 37" E., 134.43 to the P.C. of A 11,334.20 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve, thru a central angle of 2° 44' 04" and distance of 540.93 feet to a point; Thence S. 35° 30' 27" W., 15.00 feet to the P.C. of a 11,319.20 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve, thru a central angle of 1° 33' 56", a distance of 309.29 feet to the P.T. of said Right-of-Way curve; Thence Southeasterly along said Right-of-Way and into Section 4, S. 52° 55' 37" E., 386.89 feet; Thence N. 37° 04' 23" E., 4.00 feet; Thence S. 52° 55' 37" E., 879.30 feet to the P.C. of a 5593.65 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve thru a central angle of 4° 18' 30", a distance of 420.61 feet to a point; Thence N. 41° 22' 53" E., 1.00 feet to the P.C. of a 5594.65 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve thru a central angle of 11° 03' 00" a distance of 1078.98 feet to a point; Thence N. 52° 25' 53" E., 10.00 feet to the P.C. of a 5604.65 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve, thru a central angle of 2° 36' 33", a distance of 255.22 feet; Thence Westerly from said U.S. Highway 441 Right-of-Way S. 48° 10' 06" W., 124.10 feet to a point on the North line of the S.W. 1/4 of Section 4; Thence Westerly with said North line S 89° 39' 46" W., 637.18 feet to a point; Thence S. 1° 21' 48" E., 2764.34 feet to a point

ROSE RANCH

LEGAL DESCRIPTION

PAGE 2

on the North line of Section 9; Thence continuing Southerly into Section 9, S. 0° 01' 21" W., 1836.77 feet to a point; Thence S. 89° 59' 23" W., 1329.77 feet to the West line of Section 9; Thence Southerly with said West line S. 0° 18' 21" W., 799.77 feet to the P.O.B. of this description. CONTAINING 749.91 acres more or less.

ALSO: BEGIN at the Northeast corner of Southwest 1/4 of the Northeast 1/4 of Section 5, Township 22 South, Range 29 East, run thence South 331.2 feet for the Point-Of-Beginning; Thence West 84.1 feet, run thence Southwesterly 997.05 feet to a point 212.7 feet West of the Southeast corner of the said Southwest 1/4 of the Northeast 1/4; Run thence East to said Southeast corner of the Southwest 1/4 of the Northeast 1/4; Run thence North to the Point-of-Beginning, CONTAINING 3.4 acres more or less. SUBJECT TO ALL R/W'S AND EASEMENTS OF RECORD.

TOTAL ACREAGE: 753.31 acres more or less.

783-247 TRIMMED DRAINAGE EASEMENT

0017 10 34 11 11 08 900 00 500

THIS INDENTURE, made the 11th day of October, 1961, between
Walter J. Grant, Grantor, and
Walter J. Grant, Grantee, heirs at law of Walter J. Grant, both by
 their attorneys-in-fact, Robert Ross Sledge.

of the County of Orange and State of Florida, GRANTOR, and the
 COUNTY OF ORANGE, in the State of Florida, GRANTEE.

WITNESSETH That the Grantor, in consideration of the sum of \$1,000 paid by the Grantee,
 the receipt whereof is hereby acknowledged, does hereby give and grant to the Grantee and the heirs, assigns,
 executors, administrators, assigns, heirs, and assigns, with full authority to enter upon, construct, and maintain
 a drainage ditch, to be known as the Grantor's Drainage Ditch, in the following described lands situate in Orange County aforesaid, to-wit:

A strip of land lying 55 feet to the right and 55 feet to the left
 of the following described center line:

Commencing at the Southwest corner of Section 33, Township 21,
 Range 25 East; run thence South 01°56'36" East 3575.051' for a
 point of beginning; run thence North 01°56'36" West 2750'
 thence North 10°39'13" East 179.051'; thence North 36°51' East
 72 feet to the Center of U. S. 441 and the end of this
 description.

The easement hereby created is expressly granted for and upon the basis
 and conditions of those conditions, covenants of limitation and exception,
 and reservations, all as set forth in Schedule "A" hereto attached, made
 an integral part hereof, and incorporated by reference, and each and every
 of which shall remain in full force and effect to the benefit of Grantee, their heirs
 and assigns.

It is further covenanted and agreed that Grantee accepts said easement
 subject to such conditions, covenants of limitation and exception and
 reservations, and agrees to observe, keep and perform same.

TO HAVE AND TO HOLD said right-of-way and easement unto said Grantee and his assigns forever.

THE Grantee herein and its assigns shall have the right to clear and keep clear all trees, undergrowth
 and other obstructions that may interfere with the normal operation or maintenance of the drainage ditch,
 hereinafter, out of and away from the herein granted right-of-way, and the Grantor, his heirs, succe-
 sors and assigns agrees not to build, construct or create, nor permit others to build, construct or create
 any buildings or other structures on the herein granted right-of-way that may interfere with the normal
 operation or maintenance of the drainage ditch. ppaxxxaxxxx.

IN WITNESS WHEREOF, we have hereunto set our hands and seal the day and year
 above written.

Signed, sealed and delivered in presence of:

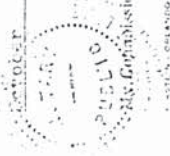
Edward C. Halder _____ (Seal)
George W. Halder _____ (Seal)
Walter J. Grant _____ (Seal)
Robert Ross Sledge _____ (Seal)

STATE OF Florida
 COUNTY OF Orange

I hereby certify that on this day, before me, an officer duly authorized in the State and County afore-
 said to take acknowledgments, personally appeared Walter J. Grant of the County of Orange, State of
Florida, and George W. Halder, Edward C. Halder, Robert Ross Sledge and Walter J. Grant, all known to be the persons
 to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged
 before me that they executed the same.

WITNESS my hand and official seal in the county and state last aforesaid, this 11th day of

October, 1961.



Betty Hadden
 Notary Public

960 134400

SCHEDULE A

The following conditions, covenants of limitation and reservations, as hereinafter set forth, shall be a part of the certain deed of conveyance, to wit: the deed of conveyance, made and executed on the 14th day of October A.D. 1921, by and between Stella S. Rose, et al., and the estate of Walter A. Rose, Stella S. Rose, widow, et al., and Harriet Rose Spears, being all the heirs at law of Walter A. Rose, and joined by Glen W. Spears, husband of Harriet Rose Spears, as executor, and is referred to herein, and Orange County, a political entity with the status of a municipality, as Grantee and so referred to herein, and the public records of Orange County, Florida, as Grantor.

1. A resolution of the Board of County Commissioners of Orange County, Florida, shall be duly and regularly adopted and the same shall be a part of the public records of Orange County, Florida, and the same shall be a part of the certain deed of conveyance, to wit: the deed of conveyance, made and executed on the 14th day of October A.D. 1921, by and between Stella S. Rose, et al., and the estate of Walter A. Rose, Stella S. Rose, widow, et al., and Harriet Rose Spears, being all the heirs at law of Walter A. Rose, and joined by Glen W. Spears, husband of Harriet Rose Spears, as executor, and is referred to herein, and Orange County, a political entity with the status of a municipality, as Grantee and so referred to herein, and the public records of Orange County, Florida, as Grantor.

2. The maximum crest level of Lake Weekee shall be maintained at a level of 24 feet above mean sea level. Said maximum level shall be clearly and permanently marked or staked on the shore of said lake.

3. Grantee shall construct and maintain a drop structure and a drop weir (marked in paragraph 2 above) at a point to be selected by Grantee and approved by the Board of County Commissioners of Orange County, Florida.

4. Grantee agrees to construct and maintain a bridge over the channel of Lake Weekee at a point to be selected by Grantee. Said bridge shall be of temporary and subject to removal by Grantee. The bridge shall be constructed of concrete and shall be of a width of at least 24 feet with a clearance of at least 14 feet above the maximum crest level of the lake.

5. Grantee agrees to pay to Grantor for all materials, labor and expenses in removing, relocating and permanently locating the bridge.

four strand barbed wire fence on wooden posts set at 10 foot intervals along boundary on each side of right-of-way (and such wire fence by metal gates as the parties may agree upon).

5b. All dirt removed during construction shall remain property of grantors, and shall be spread at expense of grantee as the parties may agree, in areas to be designated by grantors. However, said dirt shall not be removed and spread at a distance of more than 200 feet from the nearest edge of said right-of-way.

5c. Grantee agrees to maintain in right-of-way the drainage channel, the slopes or banks and the shoulders, and to keep the same uniform, free of cave-ins and erosion pockets so that the adjacent lands owned by grantors, their heirs and assigns, shall not be adversely affected or the usability thereof lessened.

Maintenance shall include keeping the canal open and free of hyacinths, weeds and debris; its initial constructed depth maintained by removing dirt, silt and vegetation, and the banks or slopes and the shoulders level and free of hyacinths, weeds, debris and unsightly growth.

6. Grantee agrees that the utilization of the easement granted upon the present or hereinafter located right-of-way is not and will not become a 'secondary drainage system' within the meaning of the Orange County Drainage Act of 1961.

7. It is agreed that the easement hereby granted is only for surface water drainage and the use of the slopes and shoulders only for construction and maintenance of said canal. It is expressly understood the easement shall be limited to said uses only.

Except for inspection and maintenance of said canal no right is conferred upon grantee to travel upon the land embraced in the easement granted, or hereafter relocated as hereinafter provided, by foot, animal, vehicle, or any type boat.

The shoulders and banks of said property now subject to the easement, or embraced in the hereafter relocated right-of-way as in hereinafter provided, shall not be used by grantee without the consent of the grantors, their heirs or assigns for County roads, highways, sidewalks or passways of any kind; nor shall the County have any right to

Grantee 402

... without the consent of grantors, Grantee shall not be held liable for any utility purposes. Specifically, Grantee shall not be held liable for any power, electrical, telephone lines or cables, gas, water, sewer, or storm sewers in the channel or right-of-way.

... all uses of said land except for those set forth in the first paragraph of this agreement. However, uses employed by Grantee, their heirs or assigns, shall not be inconsistent with or interfere with right of use herein granted.

... this easement is granted to Grantee County, Florida, for its use only, no right by implication, operation of law or otherwise is created or shall exist in the general public. Exclusively the general public is conferred no right of way, power, sewer, gas, water, or storm sewers, or upon the lands or easement or the right in the channel thereon, or upon the lands or easement included in the relocation of same as hereinafter provided, by boat, motor, vehicle of any type or boat. Grantee agrees to help prevent trespassers from coming on said right-of-way.

It is further agreed that in the concrete of said weir above mentioned, and upon permanent concrete foot or block at or near the point where said right-of-way adjoins Highway 741 to cause to be permanently set shall signs to be furnished by grantors reading as follows:

Grantee County, Florida, has only an easement over this land for the drainage of surface water and for maintenance of the canal. No right of passage hereover by foot, vehicle or boat exists in the general public. Persons on this land without permission of the record landowners are trespassing.

Board of County Commissioners
Grantee County, Florida.

Future connecting drainage into Lake Wekiva, if any, by Grantee shall not exceed the capacity of the canal (to be located on the right-of-way for said easement hereby granted) to discharge the water and shall not prevent the maintenance of the maximum lake level set forth in paragraph 1 above.

Grantee shall make no future enlargements of the bed of the

canal as shown by Exhibit 33 of "An Engineering Report on a Drainage and Water Control Program for the Little Hobbs Basin, Orange County, Florida", dated December 27, 1959 and prepared by A. P. and K. E. Michaels, A. E. O'Neil & Associates and David B. Smith, engineers, without permission of Grantors, their heirs or assigns.

10. In the event of abandonment of use by grantee of the right-of-way for surface water drainage as herein provided, the easement shall terminate and grantee shall cause proper resolutions to be adopted or steps taken to assist Grantors, their heirs or assigns, to clear title to said land embraced in this easement.

11a. Grantee agrees that in constructing and maintaining the canal in the right-of-way herein granted that all existing lateral drainage ditches emptying into the present canal, will be observed and connected to the constructed ditch on the said right-of-way, so they may properly drain into same.

11b. Grantors, their heirs or assigns, shall have the right to construct and maintain other lateral drainage ditches, canals and/or a tile drainage system to join and empty into the canal upon the lands embraced in the easement, as presently or subsequently located as hereinafter provided, in any manner or locations that do not interfere with the proper and efficient operation and maintenance of said drainage through same. Plans for same shall first be approved by the County Engineer of Orange County, Florida.

12. Grantors, their heirs or assigns, expressly reserve the right to locate such roads and bridges as they may elect over, along or across the right-of-way of the easement granted as presently or hereafter relocated so long as the same do not interfere with the proper and efficient operation and maintenance of drainage over the same.

13. Grantors, their heirs or assigns, expressly reserve the right to relocate the right-of-way for the easement hereby granted at their expense (including the digging of a canal to the same specifications) upon lands they furnish. Such right of relocation shall not interfere with the proper and efficient operation and maintenance of the drainage of water as herein provided. Notice of intent to relocate the same shall be

PLAT 1000

Given to the County Engineer of Orange County, Florida, and his successors to be obtained of the site, plans of relocation and construction of said canal. Said right to relocate the same shall exist only until grantors, their heirs or assigns, record a plat of adjacent lands presently owned by grantors.

All conditions, covenants, limitations, exceptions and reservations herein provided shall obtain, exist and apply to said relocated canal, in the event the right of relocation is exercised.

In the event of relocation grantee agrees to aid and assist grantors, their heirs or assigns, to remove any cloud upon title created on the present site by this easement.

14. Grantors, their heirs and assigns, expressly reserve the right to relocate at their cost and expense the weir above mentioned at any other point in right-of-way granted, by a similar weir of the same specifications. Grantee agrees to construct and maintain at their expense a secondary spillway in the canal north of the weir site after receiving written notice from grantors, should grantors so elect. The plans and specifications and point of location thereof shall be agreed upon by the parties. This right shall exist in grantors for only three (3) years after date hereof.

15. It is expressly agreed that grantors, their heirs and assigns expressly reserve the right to make the following uses in the right-of-way granted hereby or hereafter relocated as above provided, viz. to construct and maintain therein, thereon or thereover and/or to grant to others the right to construct and maintain therein, thereon or thereover utility uses including power, telephone and electric lines and parts, or cables; water pipes, mains and meters; sanitary or storm sewers; streets, sidewalks and curbs, and other such similar things as are customarily employed in real estate development. The same shall not interfere with the use herein granted Orange County, Florida. The plans for same shall be first submitted to and approved by the Orange County Engineer.

16. All the conditions, covenants, limitations, exceptions and reservations herein provided shall exist and obtain against any drainage

CR. 960 and 105

district or division of any governmental agency, now in existence or hereafter created.

17. This easement is personal to grantee and shall not be assignable.

18. Grantee shall commence construction upon execution of this agreement, and shall continue uninterrupted construction, so all work shall be completed within a reasonable time not exceeding six (6) months from date hereof.

19. Grantors, their heirs and assigns, shall have the right to enforce the terms, provisions and conditions herein provided against grantee by injunction, mandatory injunction, mandamus or other actions in chancery, and/or by action at law for damages. Said remedies may be pursued simultaneously.

If grantors, their heirs or assigns are required to enforce the provisions hereof by action at law or chancery, and are successful in so doing, they shall recover herein against grantee, all their reasonable costs and expenses including a reasonable attorney's fee.

WITNESS the hands and seals of grantors set hereunto this 11th day of October, A. D. 1961.

Witnesses:

John and C. Hall

Stella S. Rose, executrix of the Estate of Walter W. Rose (Seal)

John and C. Hall

Stella S. Rose, individually (Seal)

Harriet Rose Spears

Harriet Rose Spears (Seal)

John and C. Hall

John W. Spear (Seal)
Glen W. Spear's

STATE OF FLORIDA : SS.
COUNTY OF BREVARD :

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,

RE. 960 106

Personally appeared Stella S. Rose, Executrix of the Estate of Walter S. Rose, Cecil S. Rose, widow, and Harriet Rose Spears, being his heirs at law of Walter S. Rose, joined by Glen W. Spears, husband of Harriet Rose Spears, to me known to be the persons described in said instrument, and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the county and state last aforesaid, this 11th day of October, 1961.



Betty Hadden
Notary Public.

My Commission expires:

10/31/62

818595
Lake Fairview Canal - No. 6
DRAINAGE EASEMENT OR. 1037
THIS INDENTURE, made the 28th day of February 1952 between

Stella S. Rose, Executrix of the Estate of Walter W. Rose, Stella S. Rose, Individually,
Harriet Rose Spears, and Glen W. Spears, husband of Harriet Rose Spears,

of the County of Orange and State of Florida
COUNTY OF ORANGE, in the State of Florida, GRANTEE

WITNESSETH, That the Grantor, in consideration of the sum of \$1,000 paid by the Grantee, right-of-way and easement for drainage purposes, with full authority to enter upon, construct and maintain, as the Grantee and its assigns may deem necessary, a drainage ditch, pipe or facility over, under and upon the following described lands situate in Orange County aforesaid, to-wit:

All that part of SW 1/4 of Section 4, Township 22 South, Range 29 East, and ALSO all that part of NW 1/4 of Section 9, Township 22 South, Range 29 East, lying within 50 feet right and left of the following described center line:

Commencing at the N 1/4 corner of Section 9, from which the NW corner of Section 9 bears South 89 degrees 55 minutes 19 seconds W, Township 22 South, Range 29 E, run thence N 89 degrees 35 minutes 19 seconds E along the section line 781.85 feet to a point 5 ft., more or less, westerly and at a right angle to the W edge of pavement of U. S. Highway 441, thence S 24 degrees 24 minutes, 29 seconds E and parallel with said edge of pavement 213.73 ft., thence S 65 degrees 35 minutes 32 seconds W 152.88 ft., thence S 00 degrees 15 minutes 44 seconds E 8.87 ft., to the Point of Beginning; thence S 89 degrees 44 minutes 16 seconds W 355.37 ft., to the P. C. of a curve, thence along a curve to the left having a central angle of 27 degrees 59 minutes 18 seconds, a radius of 401.25 ft., an arc distance of 196.01 ft., to the end of curve, thence S 61 degrees 44 minutes 58 seconds W 543.48 ft., to the P. C. of a curve, thence along a curve to the right having a central angle of 28 degrees 11 minutes 37 seconds, a radius of 389.23 ft., an arc distance of 195.95 ft., to the end of curve, thence S 89 degrees 56 minutes 30 seconds W 893.53 ft., thence N 00 degrees 17 minutes 56 seconds W 532.5 ft.; thence W parallel to the N line of Section 9, 735.50 ft., to the P. C. of a curve to the right with a deflection angle of 58 degrees 00 minutes 00 seconds and a radius of 180.40 ft., run thence along the arc of said curve 182.62 ft. to a point of tangency, thence along this tangent N 32 degrees 04 minutes 41 seconds W 500 ft. into the water of Lake Wekiva.

TO HAVE AND TO HOLD said right-of-way and easement unto said Grantee and its assigns forever.

THE Grantee herein and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with the normal operation or maintenance of the drainage ditch, pipe or facility, out of and away from the herein granted right-of-way, and the Grantor, his heirs, successors and assigns, agrees not to build, construct or cause to be constructed, permit others to build, construct or cause to be constructed any buildings or other structures on the herein granted right-of-way that may interfere with the normal operation or maintenance of the drainage ditch, pipe or facility.

IN WITNESS WHEREOF, we have hereto set our hand and seal the day and year

above written.

Signed, sealed and delivered in presence of:

Adeline Johnston
George H. H. H.
STATE OF FLORIDA
COUNTY OF ORANGE

Stella S. Rose
Individually, *Stella S. Rose* (Seal)
Harriet Rose Spears (Seal)
Glen W. Spears (Seal)

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stella S. Rose as Executrix of the Estate of Walter W. Rose and Individually, and Harriet Rose Spears and Glen W. Spears, her husband, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the county and state last aforesaid, this 3rd day of April 1952.

Adeline Johnston
Notary Public, State of Florida at Largo
My commission expires: _____

SCHEDULE "A"

The following conditions, covenants of limitation and exception, and reservations, become an express part of that certain agreement dated ^{February} January 28th 1962, between and by STELLA S. ROSE, Executrix of the Estate of Walter W. Rose, STELLA S. ROSE, widow, and HARRIET ROSE SPEARS, being all the heirs at law of Walter W. Rose, and joined by GLEN W. SPEARS, husband of Harriet Rose Spears, as Grantors and so referred to herein, and ORANGE COUNTY, a political subdivision of the State of Florida, as Grantee and so referred to herein, to-wit:

1. A Resolution of the Board of County Commissioners of Orange County, Florida, shall be duly and regularly adopted accepting the easement granted subject to all conditions, covenants, limitations, exceptions, and reservations herein set forth. A copy certified by the Clerk of the said Board shall be attached hereto and this instrument duly recorded in the Public Records of Orange County, Florida, at the expense of Grantee.

2. Grantee agrees to construct and maintain two (2) crossings over the channel of said right-of-way at a point to be selected by Grantors. Said crossings shall be temporary and subject to removal by grantors, their heirs and assigns. On removal all tile pipe shall be the property of the Grantee.

Said crossings shall be of a width of at least twenty-four (24) feet with tile pipe or pipes forming a culvert thereunder and shall be dirt covered.

3. Grantee agrees to pay to grantors for all material, labor and supervision in removing, relocating and permanently locating four (4) strand barbwire fence on wooden posts set at ten (10) foot intervals to give location of fences (and such wire gaps or metal gates as the parties may agree upon.

(a) All dirt removed during construction shall remain property of Grantors, and shall be spread at expense of Grantee as the parties may agree, in areas to be designated by Grantors. Two (2) small ponds adjacent to or near the right of way shall be filled in and leveled by the Grantee at its expense.

(b) Grantee agrees to maintain in right-of-way the drainage channel, the slopes or banks and the shoulders, and to keep the same uniform free of cavities and erosion pockets so that the adjacent lands owned by Grantors, their heirs and

OR. 1037 PAGE 508

assigns, shall not be adversely affected or the usability thereof lessened.

Maintenance shall include keeping the canal open and free of hyacinths, weeds and debris, its initial constructed depth maintained by removing dirt, silt and vegetation, and the banks or slopes and the shoulders level and free of hyacinths, weeds, debris and unsightly growth.

4. Grantee agrees that the utilization of the easement granted upon present or hereinafter located right-of-way is not and will not become a part of a "secondary drainage system" within the meaning of the Orange County Drainage Act of 1961.

5. It is agreed that the easement hereby granted is only for surface water drainage and the use of the slopes and shoulders only for construction and maintenance of said canal. It is expressly understood the easement shall be limited to said uses only.

Except for inspection and maintenance of said canal no right is conferred upon Grantee to travel upon the land embraced in the easement granted, or hereinafter relocated as hereinafter provided, by foot, animal, vehicle, or any type of boat.

The shoulders and banks of said property now subject to the easement, or embraced in the hereafter relocated right-of-way as in hereinafter provided, shall not be used by grantee without the consent of the grantors, their heirs or assigns for County roads, highways, sidewalks or passways of any kind; nor shall the County have any right to make or to grant to others, without the consent of grantors, further uses or burdens on same for any utility purposes. Specifically prohibited are the location of power, electrical, telephone lines or cables, water pipes or mains, and sanitary sewers or storm sewers in the channel itself or any other part of the right-of-way.

There is reserved to grantors all uses of said land except for the purposes set forth in the first grammatical paragraph of this paragraph No. 5 above. However, uses employed by grantors, their heirs or assigns, shall not be inconsistent with or interfere with right of use herein granted.

Because this easement is granted to Orange County, Florida, for surface water drainage only, no right by implication, operation of law or otherwise is created or shall arise, be created or exist in the general public. Expressly the general public is conferred no right of passway over, along, upon the said land above described and

O.R. 1037 Part 599

embraced in the easement or the water in the channel thereon, or upon the lands or waters included in the relocation of same, as hereinafter provided, by foot, animal, vehicle of any type or boat. Grantee agrees to help prohibit trespassers from coming on said right-of-way.

It is further agreed that permanent concrete posts or blocks at two (2) points in right-of-way at places to be selected by grantors to cause to be permanently erected at its expense signs reading as follows:

Orange County, Florida, has only an easement over this land for the drainage of surface water and for maintenance of the canal. No right of passage hereover by foot, vehicle, or boat exists in the general public. Persons on this land without permission of the record landowners are trespassing.

BOARD OF COUNTY COMMISSIONERS
Orange County, Florida.

6. Grantee shall make no further enlargements of the bed of the canal as shown on Exhibit of "An Engineering Report on a Drainage and Water Control Program for the Little Wekiwa Basin, Orange County, Florida," dated December 27, 1959, and prepared by A. P. & R. K. Michaels, A. E. O'Neil and Associates and David B. Smith, engineers, without permission of grantors, their heirs or assigns.

7. In the event of abandonment of use by grantees of the right-of-way for surface water drainage as herein provided, or easement so abandoned, the easement shall terminate and grantee shall cause proper resolutions to be adopted or steps taken to assist grantors, their heirs, or assigns, to clear title to said land embraced in this easement.

8. Grantors, their heirs or assigns, shall have the right to construct and maintain other lateral drainage ditches, canals and/or tile drainage system to join and empty into the canal upon the lands embraced in the easement, as presently or subsequently located as herein provided, in any manner locations that do not interfere with the proper and efficient operation and maintenance of said drainage through same. Plans for same shall first be approved by the County Engineer of Orange County, Florida.

9. Grantors, their heirs or assigns, expressly reserve the right to locate such roads and bridges as they may elect over, along or across the right-of-way of the easement granted as presently or hereafter relocated so long as the same

OR. 1037 PAS 600

do not interfere with the proper and efficient operation and maintenance of drainage over the same.

10. Grantors, their heirs or assigns, expressly reserve the right to relocate the right-of-way for the easement hereby granted, at their expense (including the digging of a canal to the same specifications) upon lands they furnish. Such right of relocation shall not interfere with the proper and efficient operation and maintenance of the drainage of water as herein provided. Notice of intent to relocate the same shall be given to the County Engineer of Orange County, Florida, and his approval be obtained of the site, plans of relocation and construction of same. Said right to relocate the same shall exist only until grantors, their heirs or assigns, record a plat of adjacent lands presently owned by grantors.

All conditions, covenants, limitations, exceptions and reservations herein provided shall obtain, exist and apply to said relocated canal in the event the right of relocation is exercised.

In the event of relocation grantee agrees to aid and assist grantors their heirs or assigns, to remove any cloud upon title created on the present site by the easement herein granted.

11. It is expressly agreed that grantors, their heirs and assigns, expressly reserve the right to make the following uses in the right-of-way granted hereby or hereafter relocated as above provided, viz.: to construct and maintain therein, thereon or thereover and/or to grant to others the right to construct and maintain therein, thereon or thereover utility uses including power, telephone and electric lines and parts; or cables; water pipes, mains and meters; sanitary or storm sewers; streets, sidewalks and curbs, and other such similar things as are customarily employed in real estate development. The same shall not interfere with the use herein granted Orange County, Florida. The plans for same shall first be submitted to and approved by the Orange County Engineer.

12. All the conditions, covenants, limitations, exceptions and reservations herein provided shall exist and obtain against any drainage district or division of any governmental agency, now in existence or hereafter created.

13. This easement is personal to grantee and shall not be assigned.

O.R. 1037 pg 601

14. Grantee shall commence construction upon execution of this agreement, and shall continue uninterrupted construction, so all work shall be completed within a reasonable time not exceeding six (6) months from date hereof.

15. Whereas, the construction of said canal in the easement hereby granted and in an easement from the north of said lake to Highway 441, causes difficulty in employing said land for the grazing of cattle, creates ~~unsafe~~ hazard and greatly increases the problem of protecting said property and its uses from trespassers, and as additional consideration for the granting to grantee of said land for such uses as herein provided (the same constituting a taking of a total of 12.47 acres of land, grantee does hereby agree that over and across the area generally described as follows:

30 ft. wide description for road across swamp S on Rose property S of Lake Wekiwa, S 30 feet, of E 900 ft. of the NW 1/4 of Section 8, Township 22 South, Range 29 East and also S 30 ft. of W 1100 ft. of NE 1/4 of Section 8, Township 22 South, Range 29 East, to remove trees, clear, grade and construct initial shoulder, drainage ditching along the same, at its expense, a trail or passway of a width of thirty (30) feet.

Grantee agrees that all trees, shrubs and debris as pushed aside to make said trail shall be sawed and hauled away by grantee at its expense, unless grantors elect to use same or part of same for fill or otherwise. If grantors elect so to use same or part of same for fill, grantee agrees to haul and spread same at reasonable distance at a place or places selected by grantors.

16. Grantee agrees that said trailway so constructed is a private passway for grantors, their heirs and assigns, and that by virtue of construction by said grantee nevertheless it shall so remain, and the grantee nor the public shall have any right to claim same as a County or public passway, or any right to travel thereover, and grantee, its agents and servants shall travel over same only with the consent of grantors, their heirs and assigns. Grantors, their heirs or assigns, may at any time cease to use the same or make any other use they choose of the land embraced in said trailway.

After construction no duty to maintain said trailway shall rest upon grantee.

17. This agreement pertains to one (1) easement. Each and every provision and condition herein shall apply to said right-of-way. In construing this agreement the meaning shall be adopted that gives to Grantors, their heirs and assigns, the maximum rights as to said easement, if same may be so reasonably construed or unless same is obviously contrary to the entirety of this instrument.

O.R. 1037 PAGE 602

18. All timber cut or removed in constructing said right-of-way shall be sawed and removed, together with all debris therefrom, by grantee, but all of same or so much as grantors choose shall remain their property.

19. Grantors, their heirs and assigns, shall have the right to enforce the terms, provisions and conditions herein provided against grantee by injunction, mandatory injunction, mandamus or other actions in chancery, and/or by action at law for damages. Said remedies may be pursued simultaneously.

If grantors, their heirs or assigns are required to enforce the provisions hereof, by action at law or chancery, and are successful in so doing, they shall recover therein against grantee, all their reasonable costs and expenses including a reasonable attorney's fee.

WITNESS the hands and seals of grantors set hereunto this 23th day of February, 1962.

Signed, sealed and delivered in the presence of:

Richard Johnston
George P. White

Quentin Johnston
George P. White
Richard Johnston
George P. White
Richard Johnston
George P. White

Stella S. Rose (SEAL)
Stella S. Rose, Executrix of the Estate
of Walter W. Rose

Stella S. Rose (SEAL)
Stella S. Rose, Individually

Harriet Rose Spears (SEAL)
Harriet Rose Spears

Glen W. Spears (SEAL)
Glen W. Spears

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared STELLA S. ROSE, Executrix of the Estate of Walter W. Rose, STELLA S. ROSE, widow, and

OR. 1037 PAGE 603

HARRIET ROSE SPEARS, being all heirs at law of Walter W. Rose, deceased, and joined by GLEN W. SPEARS, husband of Harriet Rose Spears, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the county and state last aforesaid this 3rd day of April, 1962.



Charles D. Johnston
Notary Public State of Florida at Large
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires April 30, 1962
Licensed by American Surety Co. of N. Y.

RECORDED & RETURNED

Charles D. Johnston, Clerk of
Circuit Court, Orange Co., Fla.

985981 RECORDED DEC 16 11 54 AM '69

OR. 1400 AC 69

Section 7502-205
Project
State Road 500
Pt. SRD #30-R

DISCLAIMER

NOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the State Road Department of Florida has heretofore acquired title to the hereinafter described lands for use for state highway purposes; and

WHEREAS, said land is no longer required for said purposes, and the State Road Department of Florida has no further use of said land for any purpose; and

WHEREAS, the State Road Department, by formal action of its Board of November 19, 1964, authorized the release of said land;

NOW, THEREFORE, the State of Florida, by and through its component agency, the State Road Department of Florida, in consideration of the premises and in pursuance of the provisions of Section 337.25, F.S., does hereby disclaim, release, renounce and surrender all of the right, title, easement and interest of the State Road Department of Florida, in and to the following described land in Orange County, Florida, to wit:

That part of

That portion of the SW $\frac{1}{4}$ of Section 4 and the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5, all being in Township 22 South, Range 29 East, granted as right of way for State Road 500 in Perpetual Easement dated February 9, 1956 and recorded in Official Record Book 72, page 617, Public Records of Orange County, Florida;

lying Southwesterly of a line which runs from a point located 136 feet Southwesterly of Station 253+00 of the survey line of State Road 500, Section 7502, when measured at right angles thereto, to a point on a line radial to curve of said survey line at Station 260+00 of said survey line, said point being located 125 feet Southwesterly along said radial from said Station 260+00, said survey line and said Stations being described and located as follows:
Begin on the South line of said Section 4 at a point 876.09 feet East of the Southwest corner of the SW $\frac{1}{4}$ of said Section 4, and run North 27°32'14.3" West 2187.12 feet to the beginning of a curve concave to the Southwesterly and having a radius of 5729.65 feet; thence along said curve through a central angle of 28°37' a distance of 2861.67 feet to end of curve; thence North 56°09'14.3" West 869.16 feet to Station 253+00; thence continue North 56°09'14.3" West 336.55 feet to the West line of said Section 4 (East line of said Section 5) at a point 481.7 feet South of the Northwest corner of said Section 4 (Northeast corner of said Section 5); thence continue North 56°09'14.3"

aa 1400 # 70

West 50.34 feet to the beginning of a curve concave to the Southwest-
erly and having a radius of 11459.2 feet; thence along said curve
through a central angle of 1°33'56" a distance of 313.11 feet to
Station 260+00; thence continue along said curve through a central
angle of 2°25'06" a distance of 483.69 feet to the North line of said
Section 5 at a point 686.60 feet West of the Northeast corner of said
Section 5.

The lands herein described contain 6650 square feet (.15 Acre), more
or less.

IN WITNESS WHEREOF, the State Road Department of Florida has
caused these presents to be signed in the name of the State of Florida
and in the name of the State Road Department of Florida, by its Execu-
tive Director, and its seal to be hereto affixed, attested by its
Secretary on this 3rd day of September, 1964.

WITNESSES:

Hoppe & Lee
Garland J. Kirkland

STATE OF FLORIDA
COUNTY OF LEON

THE STATE OF FLORIDA
STATE ROAD DEPARTMENT OF FLORIDA

BY: *Ralph Davis*
Executive Director

ATTEST: *John H. ...*
Secretary

RECORDED & RECORDED VERIFIED

John H. ... Clerk of
Circuit Court, Orange Co., Fla.

BEFORE ME, the undersigned authority, this day personally
appeared RALPH DAVIS and P. K. STRICKLAND, Executive Director and
Secretary, respectively, of the State Road Department of Florida,
to be known to be the persons described in and who executed the
foregoing instrument, and they severally acknowledged the execution
thereof to be their free act and deed as such officers for the usua
and purposes therein mentioned, and that they affixed thereto the
official seal of said State Road Department of Flor. and the said
instrument is the act and deed of said Department.

John H. ... My Commission Expires July 19, 1964
Notary Public, State of Florida
My Commission Expires July 19, 1964
By Commission Expires July 19, 1964
American Surety Co. of N.Y.

Garland J. Kirkland
Notary Public, State of Florida
My Commission Expires July 19, 1964
By Commission Expires July 19, 1964
American Surety Co. of N.Y.



STATE HIGHWAY DEPARTMENT OF FLORIDA

DEPARTMENT OF RIGHTS OF WAY

DESCRIPTION APPROVED

NOV 20 1964 BY *J. H. ...*

APPROVED AS TO FORM AND DECISION
WILLIAM I. COBB
ATTORNEY AT LAW

James D. Richardson
ATTORNEY AT LAW

EXECUTIVE'S DEED

THIS INSTRUMENT, made this 30th day of November, 1944,
by and between STELLA S. ROSE, individually and as FIDUCIARY OF
THE ESTATE OF WALTER W. ROSE, Deceased, joined by WALTER W. ROSE
SPEARS, and GLEN W. SPEARS, her husband, being all the legal heirs
of the Estate, and all of the County of Orange, State of Florida,
Grantors, Parties of the First Part, and, THE CASA DE LA GUARDIA,
a Florida corporation, whose address is 1010 Executive Center Drive,
Suite 120, Orlando, Florida, of the County of Orange, State of Florida,
Grantee, Party of the Second Part.

W I T N E S S E T H:

THAT the said Grantors, Parties of the First Part, for and
in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and
other valuable considerations to them in hand paid by the said
Grantee, Party of the Second Part, the receipt of which is hereby
acknowledged, have granted, bargained and sold to the said Grantee,
Party of the Second Part, its heirs, successors and assigns forever,
all of the right, title and interest that WALTER W. ROSE had in and
to the following described real property situated in Orange County,
Florida, at the time of his death, to-wit:

(For legal description of Real Property, See Exhibit
"A" attached hereto and made a part hereof.)

Including, but not limited to, any and all abandoned roads,
rights-of-way, streets and easements lying within the foregoing
parameter description along with all of the rights of the Grantors
in and to the following drainage easements:

Easement recorded in O.R. Book 1191, Page 17;

Easement recorded in O.R. Book 960, Page 399;

This instrument was prepared by:

FRANK FERNANDEZ, Esquire
49 North Orange Avenue
Orlando, Florida 32801

COMMISSIONER

Filed at recorded in O.R. Book 1037, Page 596;

and the Merger reflected in the minutes of the County Board of Commissioners dated December 5, 1960, and the Order of the Board dated December 15, 1960 in Commission Record Number 22, Page 29.

all in the Public Records of Orange County, Florida.

All of the Grantors interest in and to any unrecorded Sign

Letters with National Advertising Company; this instrument shall

operate as an Assignment or Conveyance of any such interest.

SUBJECT TO restrictions, any and all other easements and/or rights-of-way of record, if any, and subject to taxes.

TO HAVE AND TO HOLD the above described property unto the Grantee, Party of the Second Part, its heirs, successors and assigns forever.

IN WITNESS WHEREOF, the said STELLA S. ROSE, individually and as Executrix of the ESTATE OF WALTER W. ROSE, Deceased, joined by HARRIET ROSE SPEARS and GLEN W. SPEARS, her husband, being all the beneficiaries of the Estate, have here unto set their hands and seals the day and year first above written.

Sealed, sealed and delivered in the presence of:

[Handwritten signatures]

[Handwritten signature]
STELLA S. ROSE, individually and as Executrix of the ESTATE OF WALTER W. ROSE, Deceased.

[Handwritten signature]
HARRIET ROSE SPEARS

[Handwritten signature]
GLEN W. SPEARS

STATE OF FLORIDA)
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared STELLA S. ROSE, individually and as Executrix of the ESTATE OF WALTER W.

ALSO IN 23

ROSS, Deceased, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of December, 1970.

[Handwritten signature]
Notary Public
FLORIDA
COUNTY OF ORANGE

STATE OF FLORIDA)
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared HARRIET ROSE SPEARS and GLEN W. SPEARS, her husband, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of December, 1970.

[Handwritten signature]
Notary Public

[Circular notary seal]

NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION EXPIRES FEBRUARY 1, 1973
EUGENE PAUL HARRIS, Notary Public

STATE OF FLORIDA
COUNTY OF ORANGE
RECEIVED
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ALORNO
204712

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EXHIBIT
To Exhibit

SECTION 8

FOUR ACRES

LEGAL DESCRIPTION

Parts of SECTION 5, 5, 8 and 9, Township 22 South, Range 29 East, and part of S.E. 1/4 of Section 32, Township 21 South, Range 29 East, Garce County, Florida, being more particularly described as follows:

Beginning at the East 1/4 corner of Section 8, Township 22 South, Range 29 East, proceed westerly along the East-West Centerline of Section 8, N. 89° 09' 50" W., 5960.75 feet; Thence N. 0° 23' 41" E., 1223.10 feet; Thence N. 89° 12' 34" W., 1319.16 feet to the West line of Section 8; Thence Northerly with said West line N. 0° 12' 30" E., 1323.68 feet to the N.W. corner of said Section 8; Thence Easterly with the North line of Section 8, S. 89° 03' 58" E., 657.23 feet; Thence Northerly into Section 5, N. 0° 14' 38" W., 665.16 feet; Thence S. 89° 16' 43" E., 327.54 feet; Thence S. 89° 18' 08" E., 666.48 feet to the South line of Section 5; Thence Southerly into Section 8, S. 0° 03' 34" W., 660.40 feet; Thence S. 89° 07' 47" E., 653.64 feet; Thence N. 0° 02' 33" W., 659.50 feet to the North line of Section 8; Thence Northerly into Section 5, N. 0° 25' 02" W., 2607.03 feet; Thence S. 89° 43' 03" E., 969.62 feet to the East Right-of-Way line of long road; Thence Northerly with said East Right-of-Way line N. 3° 52' 06" E., 675.04 feet to the South line of the N.E. 1/4 of Section 5; Thence Easterly with said South line N. 23° 23' 56" E., 1219.93 feet; Thence N. 1° 03' 47" W., 2691.24 feet to the north line of Section 5, said North line also being the North line of Township 22 South; Thence Northerly into Section 32, Township 21 South, Range 29 East, N. 0° 55' 06" W., 237.25 feet to the West Right-of-Way line of U.S. Highway 13; 37" E., 444.29 feet to the aforementioned North line of Section 5, Township 22 South, Range 29 East; Thence continue Southeasterly with said Right-of-Way line into Section 5, S. 57° 13' 37" E., 134.43 feet to the P.C. of a 11,334.20 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve, thru a central angle of 2° 44' 04" and distance of 540.93 feet to a point; Thence S. 35° 30' 27" W., 15.00 feet to the I.C. of a 11,319.20 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve, thru a central angle of 1° 33' 56", a distance of 369.29 feet to the P.T. of said Right-of-Way curve; Thence Southeasterly along said Right-of-Way and into Section 4, S. 52° 55' 37" E., 363.89 feet; Thence N. 37° 04' 23" E., 4.00 feet; Thence S. 52° 55' 37" E., 879.30 feet to the P.C. of a 5593.65 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve thru a central angle of 4° 18' 30", a distance of 470.61 feet to a point; Thence N. 41° 22' 53" E., 1.00 feet to the P.C. of a 5384.65 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve thru a central angle of 11° 03' 09", a distance of 1078.98 feet to a point; Thence N. 52° 25' 53" E., 10.09 feet to the P.C. of a 5604.65 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve, thru a central angle of 2° 36' 33", a distance of 255.22 feet; Thence Easterly from said U.S. Highway 441 Right-of-Way S. 48° 10' 05" W., 124.10 feet to a point on the North line of the S.W. 1/4 of Section 5; Thence Westerly with said North line S. 89° 39' 46" W., 637.18 feet to a point; Thence S. 1° 21' 48" E., 2764.34 feet to a point

2020

NOSE RANCH

LEGAL DESCRIPTION

Page 2

on the North line of Section 9; Thence continue Southwesterly from Section 9 S. 0° 01' 21" W., 1336.77 feet to a point; Thence S. 89° 59' 23" W., 1329.77 feet to the West line of Section 9; Thence Southwesterly with said West line S. 0° 18' 21" W., 799.77 feet to the P.O.B. of this description. CONTAINING 749.91 acres or less.

6150: BEGIN at the Northeast corner of Southwest 1/4 of the Section east 1/4 of Section 5, Township 22 South, Range 29 East, T12N R29E S22E, South 331.2 feet for the Point-Of-Beginning; Thence West 241.7 feet, run thence Southwesterly 997.05 feet to a point 212.7 feet West of the Southeast corner of the said Southwest 1/4 of the Section; Run thence East to said Southeast corner of the Southwest 1/4 Northeast 1/4; Run thence North to the Point-of-Beginning. CONTAINING 3.4 acres more or less. SUBJECT TO ALL R/W'S AND EASEMENTS EXISTING.

TOTAL ACRES: 753.31 acres more or less.



RECORDED & INDEXED WHERE:
 Fidelity Title and Guaranty Company
 Guaranty Trust, Guaranty Co., Inc., Fla.

RECORDED
1960 DEC 17 1033

2/1/61
1/2/61

MORTGAGE DEED

Executed this 30th day of December, 1970, by THE ORANGE
DEL MAR CORPORATION, a Florida corporation, a corporation existing
under the law of the State of Florida, and having its principal
place of business at 1010 Executive Center Drive, Suite 100,
Orlando, Orange County, Florida, hereinafter called the Mortgagor,
to, STELLA S. ROSE, as Executrix of the ESTATE OF WALTER W. ROSE,
Deceased, whose Post Office address is: 49 North Orange Avenue,
Orlando, Orange County, Florida, hereinafter called the Mortgagee.

W I T N E S S E T H:

That for good and valuable consideration, and also in
consideration of the aggregate sum named in the promissory note
of even date herewith, hereinafter described, the Mortgagor hereby
grants, bargains, sells, aliens, remises, conveys and confirms
unto the Mortgagee a : the certain land of which the Mortgagor is
now seized and in possession situate in Orange County, Florida, viz:

MADISONSON & RUSH
11/13/71

(For legal description of Real Property, See
Exhibit "A" attached hereto and made a part
hereof.)

Including, but not limited to, any and all abandoned roads,
rights-of-way, streets and easements lying within the foregoing
perimeter description along with all of the rights of the Mortgagor
in and to the following drainage easements:

- Easement recorded in O.R. Book 1191, Page 17;
- Easement recorded in O.R. Book 960, Page 399;
- Easement recorded in O.R. Book 1037, Page 596;

Drainage License reflected in the minutes of the Orange
County Board of Commissioners dated December 5, 1960,
filed December 15, 1960 in Commissioner Record Number
29, Page 89,

all in the Public Records of Orange County, Florida.

This instrument was prepared by:

Frank Ferrandez, Esquire
49 North Orange Avenue
Orlando, Florida 32801

ca. 2018 pg 123

All of the Mortgagee's interest in and to any unrecorded Sign Leases with National Advertising Company; this instrument shall operate as an Assignment or Conveyance of any such interest.

SUBJECT TO restrictions, any and all other covenants and/or conditions-of-way of record, if any.

TO HAVE AND TO HOLD the same, together with the rents, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances,

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

(See copy of Promissory Note hereto attached as Exhibit "B".)

and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created,

STANDARD

shall cause, determine and be null and void.

AND the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other moneys of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, impositions, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the covenants, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

IF any sum of money herein referred to be not promptly paid within thirty (30) days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to

2013 13 13

Failure by the Mortgages to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Mortgage and no interest or other amount shall accrue thereon.

AND ALSO PROVIDING that if the payments of said mortgage are in good standing that the Mortgages shall release to the Mortgagor from this Mortgage deed any of the aforementioned mortgaged property in accordance with the following schedule:

Legal Description of Property in Parcel "A" as contained in Contract	\$14,000.00 per acre
Legal Description of Property in Parcel "B" as contained in Contract	\$ 8,000.00 per acre
Gold Course (Parcel "C")	\$ 3,500.00 per acre
Remainder of Property (Parcel "D")	\$ 5,100.00 per acre

The Mortgagor and Mortgagees agree that no property shall be released in Parcel "A" until the principal amount of the note and mortgage herein shall have been reduced to ONE MILLION THREE HUNDRED

FOURTY AND THIRTIETH SEVEN HUNDRED FIFTY DOLLARS (\$1,342,750.00)

(For Parcel Locations, See attached Map marked Exhibit "C".)

AND FURTHER, the Mortgagors and the Mortgagees and their successors or assigns herein reserves the right to remove fill from Lake Wokiva, and in that the parties hereto desire that they shall retain access to Lake Wokiva and shall be permitted to transport, pipe, or dredge fill from the Lake to the area to be filled over the most reasonable and shortest route, accordingly the Mortgagors and Mortgagees, their successors or assigns, reserves an easement over and across lands conveyed by the Mortgages to the Mortgagor; that the Mortgagees rights in said easements shall terminate upon the satisfaction and discharge of this mortgage; that the said easements shall be sixty (60) feet in width and located as set forth in Exhibit "C", (Map), as "Mortgagor-Mortgagee Easement". But in no way shall this reservation vest any interest in any other party than the Mortgagor or Mortgagees and their successors or assigns in title.

ALL WHICHEM WHEREBY the Mortgages' has and shall be duly registered and recorded in its name, and its corporate seal is hereby acknowledged, by its proper officers thereunto duly authorized, and the same shall first above written.



(Corporate Seal)

THE CLERK OF THE COURT
 BY: *[Signature]*
 CLERK OF THE COURT

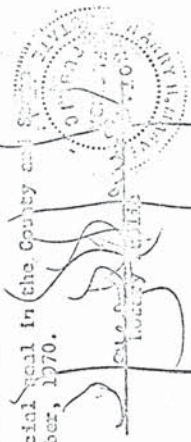
Signed, sealed and delivered
 in the presence of:

[Signature]
 STATE OF FLORIDA

COUNTY OF GRANGE

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

WITNESS my hand and official seal in the County and State aforesaid this 30 day of December, 1970.



10/11/70 No. 989 S. 5371
 Received the above amount in payment of taxes due on class "C" intangible Personal Property Pursuant to Chapter 199, Fla. Statutes.

[Signature]
 CLERK OF THE CIRCUIT COURT, GRANGE COUNTY, FLA.

Missy P. Lee, State of Florida
 My Commission Expires 10/31/70
 Publicly Accountant for Grange Co.