

Know All Men By These Presents, That JAMES F. STEPHENSON

REC. 4416 1933

herein called Grantor, in consideration of One Dollar and other valuable considerations paid to Grantor by TAMPA ELECTRIC COMPANY, a Florida corporation, herein called Company, receipt whereof is hereby acknowledged, has given and granted unto the Company, its successors and assigns, an easement over and the right to enter upon the land in HILLSBOROUGH County, Florida, described as follows:

JAMES F. A LOR, JR.
CLERK CIRCUIT COURT
RECORDING DEPT.
HILLSBOROUGH CO.
TAMPA, FL 33601

See Exhibit "A" attached hereto and by reference made a part thereof.

12476431 CODES TIME 10 56A
101 0006 21 SE 84
RECORDED 046748 B
CK 9.45

Note: This is not the homestead of the Grantor.

(*) except that the Grantor shall have the unrestricted right to cross the easement with a future road, driveway, water or sewer line, Tampa Electric Company will sign a Joinder and Consent Agreement, should any portion of the easement granted become a public right of way.

together with the right of ingress and egress to and from the same, and all rights, therein and all privileges thereon which are or may be necessary or convenient for the full use and enjoyment of such easement, which is for the purposes of constructing, operating, maintaining and replacing on and removing from said land, in connection with the Company's conduct of its business, installations described as follows:

Lines of wires, supporting structures and necessary appurtenances thereto.

The aforesaid rights and privileges granted shall include the right and privilege to trim or remove any and all trees or shrubs upon said land, and the Company shall also have the right and privilege to trim or remove any and all trees or shrubs upon the Grantor's land adjacent to said land, whenever the Company may deem it necessary or desirable to do so for the protection of said installations.

The Grantor may use said land for any agricultural or horticultural purpose which will not interfere or conflict in any manner with the use of the same by the Company for the purposes enumerated above and which will not endanger any person or property, except that in no event shall any improvement or structure be installed or constructed thereon. (*)

The terms "Grantor" and "Company" herein employed shall be construed to include the words "heirs, executors, administrators and assigns" and "successors and assigns" of the respective parties hereto, and the masculine, feminine or neuter gender, and the singular or plural, wherever the context so admits or requires.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in due form required by law, this 5th

day of July, 1984

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:

JAMES F. STEPHENSON

Joan B. Stephenson
Carol S. Joyner

WITNESSES TO EXECUTION BY GRANTOR

WITNESSES TO EXECUTION BY GRANTOR

STATE OF FLORIDA,
COUNTY OF Pinellas

I HEREBY CERTIFY, That on this 5th day of July, 1984, before me the undersigned authority personally appeared

JAMES F. STEPHENSON

to me known and known to me to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My commission expires Notary Public, State of Florida at Large
My Commission Expires May 13 1985

This instrument was prepared by
J. L. GANEY
TAMPA ELECTRIC COMPANY
P. O. Box 111
Tampa, Florida 33601

EXHIBIT "A"

The Westerly 15.0 feet of the following described tracts of land:

1)

A portion of the Northeast quarter of Section 28, Township 27 South, Range 18 East, Hillsborough County, Florida, more particularly described as follows: Commence at the Southeast corner of Section 28, Township 27 South, Range 18 East; thence North 00 degrees 50 minutes 56 seconds West on an assumed bearing of 3087.05 feet along the East line of Section 28, Township 27 South, Range 18 East (also being the center line of Dale Mabry Highway, S.R. 597); thence North 89 degrees 03 minutes 56 seconds West 132.08 feet to the West right of way line of S.R. 597 and the point of beginning; thence continue North 89 degrees 03 minutes 56 seconds West 2235.82 feet to the West line of the Northeast quarter of Section 28, Township 27 South, Range 18 East, thence North 00 degrees 32 minutes 06 seconds West along the West line of the Northeast quarter of said Section 1176.29 feet to the point of intersection with the Southerly right of way line of Florida Power Corp. easement; thence North 69 degrees 32 minutes 24 seconds East along the Southerly line of the Florida Power Corp. easement 751.92 feet; thence South 89 degrees 03 minutes 06 seconds East 1516.94 feet to the West right of way line of Dale Mabry Highway (S.R. 597); thence South 00 degrees 50 minutes 56 seconds East along said West right of way line 1450.66 feet to the point of beginning.

2)

A portion of land in the Northeast quarter of Section 28, Township 27 South, Range 18 East, Hillsborough County, Florida, more particularly described as follows: Commence at the North quarter corner of Section 28, Township 27 South, Range 18 East; thence South along the quarter line on a bearing of South 0 degree 32 minutes 06 seconds East 200.01 feet to the Point of Beginning. Thence on the following courses along the Southerly line of Tampa Electric Co. property; (1) South 89 degrees 50 minutes 43 seconds East 1390.23 feet (2) South 19 degrees 58 minutes 53 seconds East 319.53 feet (3) North 72 degrees 28 minutes 14 seconds East 757.19 feet to the West Right of Way line of Dale Mabry Highway (S.R. 597). Thence South 0 degree 59 minutes 56 seconds East along the West Right of Way line of S.R. 597 a distance of 325.38 feet; thence North 89 degrees 03 minutes 06 seconds West a distance of 1516.86 feet to the Southerly line of Florida Power Easement as recorded in Deed Book 1634 on page 294. Thence South 69 degrees 32 minutes 24 seconds West along the Southerly line of said Florida Power Easement a distance of 751.92 feet to the West line of the Northeast quarter of Section 28, Township 27 South, Range 18 East, thence North 0 degree 32 minutes 06 seconds West along the West line of the Northeast quarter of said Section a distance of 639.08 feet to the Point of Beginning.

OFF. 6914 PG 280
REC. 4
12

FILE NO. _____

TELEPHONE DISTRIBUTION EASEMENT DEED/CORPORATION

THIS EASEMENT, made this day between the undersigned for CYFRESS MEADOWS HOMES, INC. a Florida Corporation, (GRANTOR) whose Post Office Address is 401 Providence Road, Brandon, Florida 33511 and GTE Florida Incorporated, a Florida Corporation, whose principal office is at One Tampa City Center, Post Office Box 110 (MC 39), Tampa, Florida 33601-0110, its successors and assigns (GRANTEE):

WITNESSETH, that for and in consideration of the mutual benefits which will accrue to GRANTOR and GRANTEE as a result of GRANTEE'S construction, installation, maintenance and operation of telephone distribution facilities within the GRANTOR'S premises described below, GRANTOR grants, conveys, bargains or sells to GRANTEE an easement to place, replace, remove and maintain telephone equipment and other such facilities it deems desirable for providing telephone and communication services in, over, across and under the following described property in Hillsborough County, Florida, to wit:

For legal description, see Exhibit "A" attached hereto and incorporated herein

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

Documentary Tax Pd - F.S. 201.02 \$.20
Documentary Tax Pd - F.S. 201.08 \$ 0
Intangible Tax Pd - F.S. 199 \$ 0
Richard Ake, Clerk Hillsborough County
By: [Signature] Deputy Clerk

This instrument was prepared by
(and should be returned to):
John S. Inglis, Esq. ✓
Shumaker, Loop & Kendrick
101 E. Kennedy Blvd., Ste. 2500
Tampa, Florida 33602

Form No. 01-121 (A) Issue 5

1993 MAR 17 PM 4:42

93059876

FILE NO. _____

The rights granted to GRANTEE specifically include (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate and move said facilities; (b) the right for GRANTEE to change the quantity and type of facilities; (c) the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the right adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (e) all other rights and privileges reasonable, necessary or convenient for GRANTEE'S safe and efficient installation, operation and maintenance of said facilities and the enjoyment and use of said easement for the purpose described above, a reasonable right for GRANTEE to enter upon the land of GRANTOR

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE'S facilities. If GRANTOR'S future orderly development of the premises is in physical conflict with GRANTEE'S facilities, GRANTEE shall, within 30 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR'S premises, provided that prior to the relocation of said facilities (a) GRANTOR shall grant GRANTEE a reasonably acceptable and recordable easement to cover the relocated facilities. Upon completion of the relocation, the easement herein shall be considered canceled as to the portion vacated by the relocation. ~~at~~ GRANTEE'S sole cost and expense

GRANTOR covenants not to interfere with GRANTEE'S facilities within the Easement Area in GRANTOR'S premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to person or property resulting from interference with GRANTEE'S facilities by GRANTOR or by GRANTOR'S agents or employees only if such damage or injury was caused by GRANTOR'S intentional malicious or grossly negligent acts.

GRANTOR hereby warrants and covenants: (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement as provided herein.

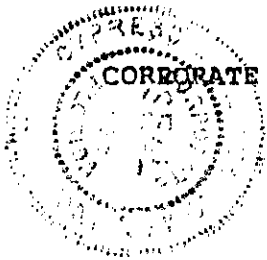
All covenants, terms, provisions and conditions herein contained shall inure and extend to, and be obligatory upon the successors, lessees and assigns of the respective parties hereto.

GRANTEE shall reimburse, indemnify and hold harmless GRANTOR and GRANTOR'S officers, directors, shareholders, agents and employees, from and against any damages, injuries, liabilities, claims, actions and demands, including reasonable attorneys fees, arising in connection with GRANTEE'S activities or use of the Corporation 2 of 3 easement area.

REC: 6914PC 282

FILE NO. _____

WITNESS WHEREOF, the GRANTOR has caused this easement in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this 16th day of March, 1993.



CYPRESS MEADOWS HOMES, INC.

Name of Corporation

By: [Signature]
Vice President and Secretary
Warren Kinsler

Name Typed or Printed

401 Providence Road

Post Office Address

Brandon, Florida 33511

City State Zip Code

By: _____
Assistant Secretary

Name Typed or Printed

Post Office Address

City State Zip Code

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 16th day of March, 1993, by Warren Kinsler, Vice President and (name of officer or agent, title of officer or agent) of Secretary CYPRESS MEADOWS HOMES, INC., a Florida Corporation, on behalf of the corporation. He/she is personally known to me ~~or has produced~~ (type of identification, such as a driver's license, voter's registration card, etc.) as identification and who did ~~(did not)~~ take an oath.

[Signature]
Signature of person taking acknowledgement

Ronda M. Parris

Name of acknowledger typed or printed

Title or  RONDA M. PARRIS if any

Corporation 3 of 3

EXHIBIT "A"

MAP OF SKETCH

DESCRIPTION:

A proposed 5 foot easement for the installation and maintenance of GTE of Florida, Inc. Facilities in Section 28, Township 27 South, Range 18 East, Hillsborough County, Florida, more particularly described as follows:

OFF: 6914PC 283

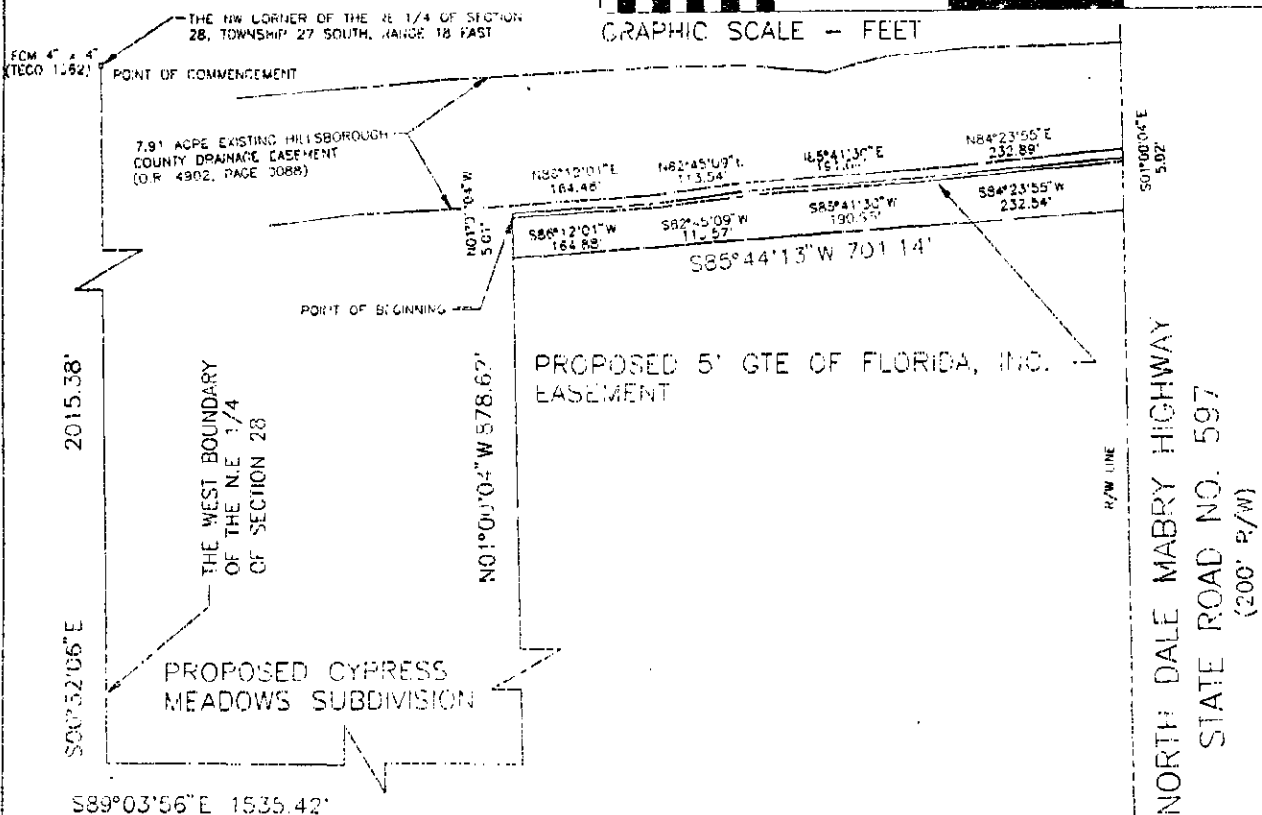
Commencing at the Northwest corner of the Northeast 1/4 of said Section 28, Township 27 South, Range 18 East; thence along the West line of said Northeast 1/4 of Section 28, S00°32'06"E, 2015.38 feet to the Southwest corner of the proposed CYPRESS MEADOWS SUBDIVISION, thence S89°03'56"E, 1535.42 feet along the South boundary of the proposed CYPRESS MEADOWS SUBDIVISION to the Southeast corner of said subdivision; thence N01°00'04"W, 878.62 feet along the East boundary of said subdivision to the Point of Beginning; thence continue N01°00'04"W, 5.01 feet to a point 10.00 feet South of the Southerly boundary of a Hillsborough County Drainage Easement as recorded in O.R. Book 4902, Pag. 3088, thence the following four courses and distances, N86°12'01"E, 164.48 feet, N82°45'09"E, 113.54 feet, N85°41'30"E, 191.04 feet, N84°23'55"E, 232.89 feet, that are 10.00 feet South of and parallel with said Southerly boundary of said Hillsborough County Drainage Easement, to the westerly right-of-way of Dale Mabry Highway (S.R. 597); thence S01°00'04"E, 5.02 feet along said westerly right-of-way; thence leaving said westerly right-of-way the following four courses and distances S84°23'55"W, 232.54 feet, S85°41'30"W, 190.96 feet, S82°45'09"W, 113.57 feet, S86°12'01"W, 164.88 feet that are 15.00 feet South of and parallel with said Southerly boundary of said Hillsborough County Drainage Easement, to the Point of Beginning.

NORTH BASED ON THE WEST BOUNDARY SECTION 28, TOWNSHIP 27 SOUTH, RANGE 18 EAST, AS BEARING N00°32'06"W (ASSUMED)

Containing 3513 Sq. Ft.

200 0 200 400 600

GRAPHIC SCALE - FEET



NOT A SURVEY

D:\CM\GTE\DESKTCH.DWG

THIS SKETCH PREPARED FOR: CYPRESS MEADOWS HOMES, INC.

REVISIONS						TYPE OF SURVEY		DESCRIPTION	
DESCRIPTIONS	DATE	DRWN	CHKD	P.C.	ORDER NO			SKETCH	
								RED MAN CONSULTANTS, INC 1211 N. TAMPA STREET TAMPA, FLORIDA 33602 PHONE: (813) 229-8015	
EDWARD W. WACKENHAUS PROFESSIONAL LAND SURVEYOR NO. 1001 THIS SKETCH NOT VALID UNLESS CORRELATED WITH REGISTERED SURVEYORS SEAL						DATE 7/12/93		ORDER NO. S-CC93-9	

PREPARED BY ROYAL MORTGAGE INVESTMENT INC
1840 Calle De Caballos D.
Tempe, Arizona 85284

RETURN TO : SOUTHEAST TITLE GROUP INC
7821 N. Dale Mabry #106
Tampa, FL 33614

MORTGAGE

FLORIDA

PROPERTY ADDRESS: 1207 EAST COLUMBUS DRIVE, TAMPA, FLORIDA 33605

This mortgage is made this 14th day of April, 1993, by and between ROYAL MORTGAGE INVESTMENTS, INC. as MORTGAGOR and the INDIVIDUAL RETIREMENT ACCOUNT OF ERROL L. CLARK, JR. as MORTGAGEE.

WHEREAS ROYAL MORTGAGE INVESTMENT, INC. and the INDIVIDUAL RETIREMENT ACCOUNT OF ERROL L. CLARK, JR. have entered into an EQUITY PARTICIPATION AGREEMENT, hereinafter call the "AGREEMENT", of even date herewith with respect to the single family home the legal description of which follows, and

WHEREAS it is the intent of the MORTGAGOR to secure to the MORTGAGEE each and every of its covenants and undertakings under the AGREEMENT, and the AGREEMENT is incorporated in this Mortgage by this reference thereto to the same extent and with the same effect as if the same were set forth herein in haec verba,

NOW THEREFORE the MORTGAGOR does hereby mortgage, grant and convey to the MORTGAGEE the following described real property, lying and being in Hillsborough County, Florida, to wit:

LOT 7, LESS THE NORTH 5 FEET THEREOF FOR ROAD OF A. W. CUSCADEN'S
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK
5, Page 13, of the Public Records of Hillsborough County, Florida.

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

Documentary Tax Pd - F.S. 201.02 \$ 79.75
Documentary Tax Pd - F.S. 201.08 \$ 57.00
Intangible Tax Pd - F.S. 199 \$ 57.00
Richard Ake, Clerk Hillsborough County
By: [Signature] Deputy Clerk

THE MORTGAGOR AND THE MORTGAGEE HAVE ENTERED INTO AN EQUITY PARTICIPATION AGREEMENT OF EVEN DATE HEREWIT CONCERNING THE ABOVE DESCRIBED REAL PROPERTY. THE PURPOSE OF THIS MORTGAGE IS TO SECURE EACH AND EVERY THE COVENANTS AND UNDERTAKINGS MADE BY THE MORTGAGOR IN FAVOR OF THE MORTGAGEE IN THE SAID EQUITY PARTICIPATION AGREEMENT. THE SAID AGREEMENT HAS BEEN INCORPORATED BY REFERENCE IN THIS MORTGAGE.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property"

Mortgagor covenants that mortgagor is lawfully seise of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Mortgagor will warrant and defend generally the title to the Property, against all claims and demands subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Property.

UNIFORM COVENANTS. Mortgagor and mortgagee covenant and agree as follows:

1. **Payment of Principal and Interest.** Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Mortgagee, Mortgagor shall pay to Mortgagee on the day monthly installments of principal and interest are payable under Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and grounds rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Mortgagee on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Mortgagee if Mortgagee is such an institution). Mortgagee shall apply the Funds to pay said taxes, assessments, or verifying and compiling said assessments and bills, unless Mortgagee pays Mortgagor interest on the Funds, and applicable law permits Mortgagee to make such a charge. Mortgagor and Mortgagee may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Mortgagor, and unless such agreement is made or applicable law requires such interest to be paid, Mortgagee shall not be required to pay Mortgagor any interest or earnings on the Funds. Mortgagee shall give to Mortgagor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the funds held by Mortgagee, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Mortgagor's option, either promptly repaid to Mortgagor or credited to Mortgagor on monthly installments of Funds. If the amount of the Funds held by Mortgagee shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Mortgagor shall pay to Mortgagee any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Mortgagee to Mortgagor requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Mortgagee shall promptly refund to Mortgagor any Funds held by Mortgagee. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Mortgagee, Mortgagee shall apply, no later than immediately prior to the sale of the Property or its acquisition by Mortgagee, any Funds held by Mortgagee at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Mortgagee under the Note and paragraphs 1 and 2 hereof shall be applied by Mortgagee first in payment of amounts payable to Mortgagee by Mortgagor under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Liens.** Mortgagor shall pay all taxes, assessments and other charges, fines and impositions attributable to the property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Mortgagor making payment, when due, directly to the payee thereof. Mortgagor shall promptly furnish to Mortgagee all notices of amounts due under this paragraph, and in the event Mortgagor shall make payment directly, Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments. Mortgagor shall promptly discharge any lien which has priority over this Mortgage; provided, that Mortgagor shall not be required to discharge any such lien so long as Mortgagor shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Mortgagee, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Mortgagor 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 such other hazard as Mortgagee may require and in such amounts and for such periods as Mortgagee may require; provided, that Mortgagee shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Mortgagee; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Mortgagor making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall give prompt notice to the insurance carrier and mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be restoration or repair of the property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor, or if Mortgagor fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or post-pone the date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Mortgagee, all right, title and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale of acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds, Condominium; Planned Unit Development.** Mortgagor shall keep the property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Mortgagor and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the property to make repairs. If Mortgagee required mortgage insurance as condition of making the loan secured by this Mortgage, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Mortgagor's and Mortgagee's written agreement or applicable law. Mortgagor shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Mortgagee pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Mortgagee to incur any expense or take any action hereunder.

8. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. In the event of a partial taking of the Property, unless Mortgagor and Mortgagee otherwise agree in writing, there shall be applied to the sums secured by the Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the property immediately prior to the date of taking, with the balance of the proceeds paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or post-pone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Mortgagor Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.

11. **Forbearance by Mortgagee Not a Waiver.** Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement or insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Mortgagor shall be in joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Mortgagor's Copy.** Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinated to this Mortgage, (b) the creation of a purchase money security interest for household appliance, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such persons is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph 17, and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this Mortgage and the Note.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of less than 30 days from the date the notice is mailed within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Mortgagor and Mortgagee further covenant and agree as follows:

18. Acceleration; Remedies. Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagee prior to acceleration shall mail notice to Mortgagor as provided by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default of any other defense of Mortgagor to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Mortgagee at Mortgagee's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Mortgagor's Rights to Reinstate. Notwithstanding Mortgagee's acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings begun by Mortgagee to enforce this Mortgage discontinued at any time prior to at least one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage, the Note and notes secured hereunder; (b) Mortgagee cures all breaches of any other covenants or agreements of Mortgagor contained in this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage and in enforcing Mortgagee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Cross Default. It is hereby agreed by the Mortgagor that any default under the within Mortgage shall further act as a default on each and every property owned by Mortgagor. The rights of the Mortgagee, in the event of a default upon subject property, shall be to proceed against all properties owned by Mortgagor until such time that the Mortgagee or assigns has collected all monies due and owing including foreclosure expenses.

21. Commercial Loan Purpose. The loan being committed herein is being made for commercial purposes, and the Mortgagee covenants and agrees that the loan is being transacted solely for the purposes of carrying on or acquiring a business or commercial investment, and that the within loan does not fall within the parameters of Act No. 6 (Pennsylvania Residential Mortgage Foreclosure Law).

22. Assignment of Rents; Appointment of Receiver; Mortgagee in Possession. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall, prior to acceleration under paragraph 18 hereof or abandonment of the property have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the property, Mortgagee, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Mortgagee and the receiver shall be liable to account only for those rents actually received.

23. Future Advances. Upon request of Mortgagor, Mortgagee, at mortgagee's option prior to release of this Mortgage, may make Future Advances to Mortgagor. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

24. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall discharge this Mortgage, without charge to Mortgagor, Mortgagor shall pay all costs of recordation, if any.

25. If it is necessary for this mortgage to be enforced judicially, the mortgagor agrees to pay a reasonable attorney's fee.

REC-6954PG 049

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

Attest _____

Witnessed

Robbin Martinez
ROBBIN MARTINEZ

WITNESS AS TO NOTARY _____

By: _____

Mortgagor

Mortgagor

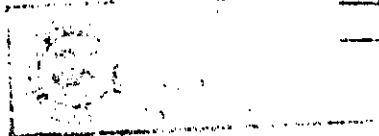
STATE OF Arizona

County: Maricopa

On this, the 12 day of April, 1993, before me, Tammy S. Smith, the undersigned official, personally appeared Leo Pribyl, President of Royal Mortgage Investments Inc, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:



Tammy S. Smith
TAMMY S. SMITH

Title of Officer

NOTE

OFF. REC. 6954PG 050

US \$ 28,500.00

TAMPA, FLORIDA

APRIL 14TH, 1993

FOR VALUE RECEIVED, ROYAL MORTGAGE INVESTMENTS, INC. the undersigned ("Mortgagor") promise(s) to pay LEO K. PRIBYL, or order, the principal sum of THIRTY EIGHT THOUSAND FIVE HUNDRED AND 00/100 (\$38,500.00) Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of INCLUDED percent per annum. Principal and interest shall be payable at 1840 EAST CALLS DE CABALLEROS DRIVE, TEMPE, ARIZONA 85384, or such other place as the note holder may designate, in consecutive monthly installments of NA Dollars (US \$NA), on the NA day of each month beginning NA. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on JULY 14TH, 1993.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Mortgagor, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Mortgagor regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Mortgagor shall pay to the Note holder a late charge of NA percent of any monthly installment not received by the Note holder within NA days after the installment is due.

Mortgagor may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (1) be made on the date monthly installments are due and (2) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorser hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorser, and shall be binding upon them and their successors and assigns.

Any notice to Mortgagor provided for in this Note shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address stated below, or to such other address as Mortgagor may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Mortgagor.

***COMPENSATION TO INCREASE \$500.00 PER MONTH AT THE END OF EACH MONTH BEYOND THE 90 DAY DUE DATE. ALL MONIES DUE 180 DAYS FROM SETTLEMENT.

Property Address

1207 EAST COLUMBUS DRIVE
TAMPA, FLORIDA 33605

(Execute Original Only)

OFF REC 8445 00577

9
F

Documentary Tax 201.02 \$ 170
County Tax 201.02 \$ 0
Intangible Tax 201.02 \$ 0
Filing Fee 201.02 \$ 0
by James CLERK

Reserved for Clerk

EASEMENT AGREEMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THIS EASEMENT AGREEMENT is effective as of the date of full execution hereof and is by and between HILLSBORO FARMS, a Florida general partnership (hereinafter called the "Grantor"), and JAMES F. STEPHENSON, JR. (hereinafter called the "Grantee").

RECITALS:

- A. Grantor, Grantee and TCR W. Fla. Apts., Inc. and the Florida Department of Transportation are parties to an agreement dated November 28, 1994 (the "Agreement").
- B. As of the effective date of this Easement Agreement Grantee owns that certain parcel of land located in Hillsborough County, Florida described on Exhibit "A" attached hereto (hereinafter called the "Dominant Parcel").
- C. Pursuant to the terms of the Agreement, Grantor has agreed to grant to the Grantee and through this Easement Agreement does convey to Grantee a perpetual non-exclusive easement for the purposes provided herein upon that parcel of land located in Hillsborough County, Florida described on Exhibit "B" attached hereto (hereinafter called the "Easement Area").

NOW, THEREFORE, in consideration for the closing of the transaction contemplated in the Agreement, and the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. Grantor has granted, sold and conveyed and by these presents grants, sells and conveys unto the Grantee, its successors and assigns, a perpetual non-exclusive easement on, upon, over, along and across the Easement Area for the following purposes:

PREPARED BY AND RETURN TO:
Peter J. Kelly, Esquire
Shackleford, Farrior, Stallings & Evans, P.A.
Post Office Box 3324
Tampa, Florida 33601-3324

James F. Stephenson Jr
6501 25th Way So
St Pete Fla 33712

1997 FEB -4 PM 1:01

97026997

OFF 8445 20578

Reserved for Clerk

(a) The right of ingress and egress over and across the Easement Area for passage to and from Dale Mabry Highway to the Dominant Parcel. The rights granted herein shall also extend to Grantee's tenants, visitors, invitees and licensees (in common with all others having similar rights).

(b) This easement shall be solely for the purposes described herein and the this easement shall be an appurtenance to the Dominant Parcel and the rights granted herein from Grantor to Grantee shall be inseparable from the title to the Dominant Parcel and shall pass with title to the Dominant Parcel.

2. In addition to all other rights which Grantor has or may have, Grantor and its tenants, visitors, invitees and licensees (in common with all others having similar rights) shall have the right to use the Easement Area for pedestrian and vehicular ingress and egress to and from any properties of Grantor which are now or in the future contiguous to the Easement Area, including the property described on Exhibit "C." Grantor also reserves the right to grant to third parties and to their tenants, visitors and licensees (in common with all others having similar rights) the right to use the Easement Area and the private road to be constructed thereon pedestrian and vehicular ingress and egress to and from property contiguous to the Easement Area.

3. Grantee acknowledges that certain easements were previously granted across the Easement Area to Carrollwood Place Limited Partnership pursuant to that Easement Agreement dated December 28, 1994 and which is recorded in Official Records Book 7624, Page 1409, Hillsborough County Public Records. The easement granted herein is subject to those rights granted to Carrollwood Place Limited Partnership.

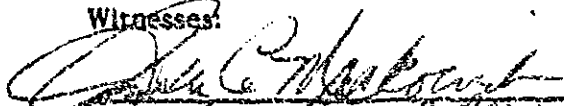
4. The terms "Grantor" and "Grantee" as used herein include the parties to this Easement Agreement and their respective successors and assigns.

OFF REC 8445 P0579

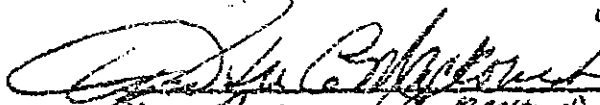
Reserved for Clerk


IN WITNESS WHEREOF, these presents have been executed by Grantor this the
19th day of JANUARY, 1995.

Witnesses:


Name: ANTIOINETTE G. BLACK-GOODYAK


Name: GLORIA A. COX (print)


Name: ANTIOINETTE G. BLACK-GOODYAK

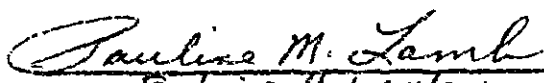

Name: GLORIA A. COX (print)


HILLSBORO FARMS, 13517 Lake Magdalene
a Florida general partnership Tampa, Fla DR

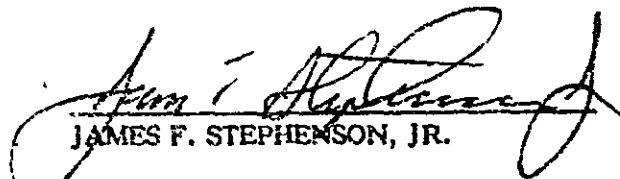
By: 
IGNAZIO R. ZAMBITO
Managing Partner

By: 
THOMAS M. ZAMBITO
Managing Partner

"Grantor"


Name: PAULINE M. LAMB (print)


Name: M. L. P. HOBBY (print)


JAMES F. STEPHENSON, JR.

"Grantee"

REC 8445 0580

Reserved for Clerk

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19th day of January, 1995, by IGNAZIO R. ZAMBITO, as Managing Partner of HILLSBORO FARMS, a Florida general partnership, on behalf of the partnership. He is ☐ personally known to me, or ☒ produced the following identification: FL DL Lic
2513-400-29-462-0 (check one).



Name: _____ (print)

NOTARY PUBLIC

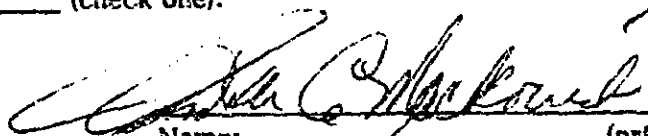
Commission No.: _____

Commission Expiration Date: _____

OFFICIAL NOTARY SEAL
ANTONETTE G. MACKOWIAK
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC419577
MY COMMISSION EXP. NOV. 8, 1998

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19th day of January, 1995, by THOMAS M. ZAMBITO, as Managing Partner of HILLSBORO FARMS, a Florida general partnership, on behalf of the partnership. He is ☐ personally known to me, or ☒ produced the following identification: FL DL Lic
2513-800-23-058 (check one).



Name: _____ (print)

NOTARY PUBLIC

Commission No.: _____

Commission Expiration Date: _____

OFFICIAL NOTARY SEAL
ANTONETTE G. MACKOWIAK
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC419577
MY COMMISSION EXP. NOV. 8, 1998

CEC8445 00581

Reserved for Clerk

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of February, 1997, ~~1988~~, by JAMES F. STEPHENSON, JR., ☒ who is personally known to me, or ☐ who produced the following identification: _____ (check one).

Philip R. Hobby
Name: Philip R. Hobby (print)
NOTARY PUBLIC
Commission No.: _____
Commission Expiration Date: _____

SF195601



"OFFICIAL SEAL"
Philip R. Hobby
My Commission Expires 11/8/97
Commission #CC 324860

REC 8445 P 0582

EXHIBIT "A"

TCR PROPERTY

A parcel of land being in the East 1/2 of Section 28, Township 27 South, Range 18 East, Hillsborough County, Florida, more fully described as follows: From the Southeast corner of said Section 28; thence N01°12'18"W, along the East line of said Section 28, for A distance of 3087.05 feet; thence N89°03'56"W, for A distance of 132.08 feet, to A point on the West right-of-way line of North Dale Mabry Highway (State Road No. 597); thence continue N89°03'56"W, for A distance of 427.58 feet to the POINT OF BEGINNING; thence S01°12'03"E, for A distance of 773.28 feet; thence N89°59'20"W, for A distance of 1162.73 feet; thence N00°03'00"W, for A distance of 210.69 feet; thence N89°59'20"W, for A distance of 654.77 feet, to A point on the West line of the East 1/2 of said Section 28; thence N00°42'51"W, along the said West line of the East 1/2 of said Section 28, for A distance of 596.62 feet; thence S29°03'56"E, for A distance of 1809.05 feet to the POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED PARCEL:

Being that portion of the East 1/2 of Section 28, Township 27 South, Range 18 East, Hillsborough County, Florida, more fully described as follows: Commence at the Southeast corner of said Section 28; thence N01°12'18"W, along the East line of said Section 28, for A distance of 3087.05 feet; thence N89°03'56"W for A distance of 132.08 feet to A point on the West right-of-way line of North Dale Mabry Highway (State Road No. 597); thence S01°12'03"E, along the West right-of-way line of said North Dale Mabry Highway, for A distance of 771.39 feet; thence N89°59'20"W for A distance of 599.64 feet; thence continue N89°59'20" West for a distance of 899.57 to the POINT OF BEGINNING; thence continue N89°59'20"W for A distance of 25.00 feet; thence N00°00'40"E for A distance of 15.00 feet; thence S89°59'20"E for A distance of 25.00 feet; thence S00°00'40"W for A distance of 15.00 feet to the POINT OF BEGINNING.

REC 8445 P.0583

EXHIBIT "B"

EASEMENT AREA

AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL:

A parcel of land being in the East 1/2 of Section 28, Township 27 South, Range 18 East, Hillsborough County, Florida, more fully described as follows: From the Southeast corner of said Section 28, run thence N01°12'18"W, along the East line of said Section 28, for A distance of 3087.05 feet; thence N89°03'56"W, for A distance of 132.08 feet to A point on the West right-of-way line of North Dale Mabry Highway (State Road No. 597), the POINT OF BEGINNING; thence continue N 89°03'56"W, for A distance of 427.58 feet; thence S01°12'03"E, for A distance of 80.06 feet; thence S89°03'56"E, for A distance of 427.58 feet to the said West right-of-way line of Dale Mabry Highway; thence N01°12'03"W, along said West right-of-way line of Dale Mabry Highway, A distance of 80.06 feet to the POINT OF BEGINNING.

REC 8445 20584

EXHIBIT "C"

HILLSBORO PROPERTY

A parcel of land in Section 28, Township 27 South, Range 18 East, Hillsborough County, Florida, more fully described as follows: From the Southeast corner of said Section 28; thence N 01°12'18" W, along the East line of said Section 28, for a distance of 3087.05 feet; thence N 89°03'56" W, for a distance of 132.08 feet, to a point on the West right-of-way line of north Dale Mabry Highway (State Road No. 597), thence South along said right-of-way 80.06 feet to a POINT OF BEGINNING; thence S 01°12'03" E 691.33 feet; thence N 89°59'56" W 427.38 feet; thence N 01°12'03" W 698.22 feet; thence S 89°03'56" E 427.58 feet to the POINT OF BEGINNING.

The legal description of the above-described parcel has not been separately surveyed. For all purposes, the western boundary of the Hillsboro Property is contiguous to the eastern boundary of the TCR Property; the northern boundary of the Hillsboro Property is contiguous to the south boundary of the Easement Area and the eastern boundary of the Hillsboro Property is contiguous with the westerly boundary of North Dale Mabry Highway (State Road No. 597).

REC 8445 0585

EXHIBIT "D"

STEPHENSON PROPERTY

DESCRIPTION: A parcel of land in the Northeast 1/4 of Section 28, Township 27 South, Range 18 East, Hillsborough County, Florida, more particularly described as follows:

Commence at the North 1/4 corner of Section 28, Township 27 South, Range 18 East, thence South along the West Boundary of the Northeast 1/4 of said Section 28 S.00°32'06"E., 2015.38 feet; thence S.89°03'56"E., 1535.82 feet to the POINT OF BEGINNING; thence N.01°00'04"W., 840.33 feet; thence N.85°44'13"E., 700.74 feet to the West right-of-way line of Dale Mabry Highway (SR 597); thence S.01°00'04"E, 903.84 feet along said West right-of-way line; thence N.89°03'56"W., 700.00 feet to the POINT OF BEGINNING.

Containing 14.006 acres, more or less.

OFF REC 8785 P 0238

10
AD

Documentary Tax Pd - F.S. 201.08 20
Documentary Tax Pd - F.S. 201.08 5
Intangible Tax Pd - F.S. 199.5
Richard A. [Signature] Clerk Hillsborough County
By: [Signature] Deputy Clerk

RICHARD J. AME
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

Reserved for Clerk

EASEMENT AGREEMENT

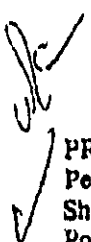
THIS EASEMENT AGREEMENT is effective as of the date of full execution hereof and is by and between HILLSBORO FARMS, a Florida general partnership, of 13517 Lake Magdalene Drive, Tampa, Florida 33613-4100 (hereinafter called "Hillsboro"), CARROLLWOOD PLACE LIMITED PARTNERSHIP, a Texas limited partnership, of 541 South Orlando Avenue, Maitland, Florida 32751 (hereinafter called "Carrollwood") and JAMES F. STEPHENSON, JR., CAROL S. JOYNER and LISA S. FESSINA of 6501 23rd Ave, B 2nd Floor, Suite 17, 33212 (hereinafter collectively called the "Grantees").

RECITALS:

A. Hillsboro, James F. Stephenson and TCR W. Fla. Apts., Inc. and the Florida Department of Transportation are parties to an agreement dated November 30, 1994 (the "Agreement").

B. As of the effective date of this Easement Agreement Grantees own that certain parcel of land located in Hillsborough County, Florida described on Exhibit "A" attached hereto (hereinafter called the "Dominant Parcel").

C. Subsequent to the execution of the Agreement, Hillsboro conveyed to Carrollwood certain lands described in the Agreement pursuant to that certain Quit Claim Deed dated July 31, 1995 in Official Record Book 7859, Page 938, Hillsborough County Public Records.


PREPARED BY AND RETURN TO:
Peter J. Kelly, Esquire
Shackleford, Farrior, Stallings & Evans, P.A.
Post Office Box 3324
Tampa, Florida 33601-3324

1997 NOV -6 PM 5:22

0097295866

OFF REC 8785 P 0239

Reserved for Clerk

D. Hillsborough is the owner of the lands described in Exhibit "B-1" and Carrollwood is the owner of the lands described in Exhibit "B-2." For purposes of this Agreement, the lands described in Exhibit "B-1" and lands described in Exhibit "B-2" are hereafter collectively called the "Easement Area". The easements granted herein to the Grantees are being made in satisfaction of the obligations of Hillsboro, James F. Stephenson and TCR W.Fla. Apts., Inc. under the terms of Paragraph 4 of the Agreement.

NOW, THEREFORE, in consideration for the closing of the transaction contemplated in the Agreement, and the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. Hillsboro has granted, sold and conveyed and by these presents grants, sells and conveys unto the Grantees, their successors and assigns, a perpetual non-exclusive easement on, upon, over, along and across the lands described in Exhibit "B-1." Carrollwood has granted, sold and conveyed and by these presents grants, sells and conveys unto the Grantees, their successors and assigns, a perpetual non-exclusive easement on, upon, over, along and across the lands described in Exhibit "B-2." The easements granted herein by Hillsboro and Carrollwood are for the following purposes:

(a) The right of ingress and egress over and across the Easement Area for passage to and from Dale Mabry Highway to the Dominant Parcel. The rights granted herein shall also extend to Grantees' tenants, visitors, invitees and licensees (in common with all others having similar rights).

(b) This easement shall be solely for the purposes described herein and the this easement shall be an appurtenance to the Dominant Parcel and the rights granted herein from Hillsboro and Carrollwood to Grantees shall be inseparable from the title to the Dominant Parcel and shall pass with title to the Dominant Parcel.

2. In addition to all other rights which Hillsboro has or may have, Hillsboro and its tenants, visitors, invitees and licensees (in common with all others having similar rights) shall have the right to use the Easement Area for pedestrian and vehicular ingress and egress to and from any properties of Hillsboro which are now or in the future contiguous to the Easement Area, including the property described on Exhibit "C." Hillsboro also reserves the right to grant to third parties and to their tenants, visitors, invitees and licensees (in common with all others having similar rights) the right to use the Easement Area, and the private road to be constructed thereon, for pedestrian and vehicular ingress and egress to and from property contiguous to the Easement Area.

OFF REC 8785 P 0240

Reserved for Clerk

3. Grantees acknowledge that certain easements were previously granted across the Easement Area to Carrollwood Place Limited Partnership pursuant to that Easement Agreement dated December 28, 1994 and which is recorded in Official Records Book 7624, Page 1409, Hillsborough County Public Records. The easement granted herein is subject to those rights granted to Carrollwood Place Limited Partnership.

4. The terms "Hillsboro", "Carrollwood" and "Grantees" as used herein include the parties to this Easement Agreement and their respective successors and assigns.

IN WITNESS WHEREOF, these presents have been executed by the parties hereto as of the dates indicated below.

Witnesses:

[Signature]
Name: Harry S. Kilken (print)

[Signature]
Name: NICOLE STRICKSON (print)

[Signature]
Name: Harry S. Kilken (print)

[Signature]
Name: NICOLE STRICKSON (print)

HILLSBORO FARMS,
a Florida general partnership

By: [Signature]
IGNAZIO R. ZAMBITO
Managing Partner

By: [Signature]
THOMAS M. ZAMBITO
Managing Partner

Witnesses:

[Signature]
Name: Robert L. Gresham (print)

[Signature]
Name: Donald Klusmeier (print)

CARROLLWOOD PLACE LIMITED
PARTNERSHIP,

By: TCR Carrollwood Place Limited Partnership
By: TCR North Florida Apartments, Inc.

By: [Signature]
Its: President

OFF REC 8785 P 0241

Reserved for Clerk

Witnesses:

Name: James F. Stephenson (print)

Name: Carol S. Joyner (print)

Name: James F. Stephenson (print)

Name: Carol S. Joyner (print)

Name: James F. Stephenson (print)

Name: Lisa S. Pessina (print)

James F. Stephenson, Jr.
JAMES F. STEPHENSON, JR.

Carol S. Joyner
CAROL S. JOYNER

Lisa S. Pessina
LISA S. PESSINA

"Grantees"

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 15th day of January, 1998, by IGNAZIO R. ZAMBITO, as Managing Partner of HILLSBORO FARMS, a Florida general partnership, on behalf of the partnership. He is ☐ personally known to me, or ☒ produced the following identification: AL# Z513 NOD 94420 (check one).

Mary S. Killeen
Name: Mary S. Killeen (print)
NOTARY PUBLIC
Commission No.:
Commission Expiration Date:



MARY S. KILLEEN
MY COMMISSION # 00278298 EXPIRES
April 20, 1997
BONDED THROUGH FARM INSURANCE, INC.

OFF REC 8785 0242

Reserved for Clerk

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 15th day of January, 1996, by THOMAS M. ZAMBITO, as Managing Partner of HILLSBORO FARMS, a Florida general partnership, on behalf of the partnership. He is ☐ personally known to me, or ☒ produced the following identification: DL# Z513 800 23 0580 (check one).

Mary S. Kolleen
Name: Mary S. Kolleen (print)
NOTARY PUBLIC
Commission No.: 511672
Commission Expiration Date: 3/12/00

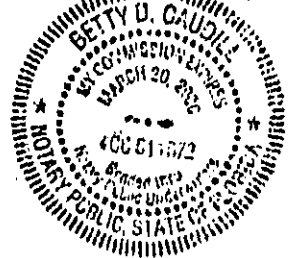


MARY S. KOLLEEN
MY COMMISSION # 511672 EXPIRES
April 20, 1997
BONDED THRU TROY FARM INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH Orange

The foregoing instrument was acknowledged before me this 12th day of December, 1996, by Douglas Harkema, as President of TCR North Florida Apartments, Inc. on behalf of the partnership. He is ☒ personally known to me, or ☐ produced the following identification: _____ (check one).

Betty D. Caudill
Name: Betty D. Caudill (print)
NOTARY PUBLIC
Commission No.: 511672
Commission Expiration Date: 3/12/00



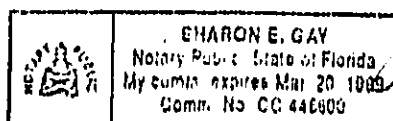
OFF REC 8785 P 0243

Reserved for Clerk

STATE OF FLORIDA
COUNTY OF ~~HILLSBOROUGH~~ Polk

The foregoing instrument was acknowledged before me this 7th day of April, 1998, by JAMES F. STEPHENSON, JR., ☒ who is personally known to me, or ☐ who produced the following identification: _____

(check one).



Name: _____ (print)

NOTARY PUBLIC

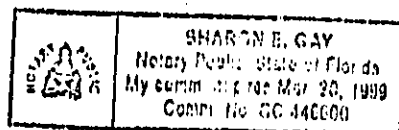
Commission No.: _____

Commission Expiration Date: _____

STATE OF FLORIDA
COUNTY OF ~~HILLSBOROUGH~~ Polk

The foregoing instrument was acknowledged before me this 7th day of April, 1998, by CAROL S. JOYNER, ☒ who is personally known to me, or ☐ who produced the following identification: _____

(check one).



Name: _____ (print)

NOTARY PUBLIC

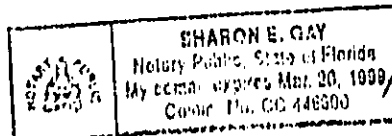
Commission No.: _____

Commission Expiration Date: _____

STATE OF FLORIDA
COUNTY OF ~~HILLSBOROUGH~~ Polk

The foregoing instrument was acknowledged before me this 7th day of April, 1998, by LISA S. PFESSINA, ☒ who is personally known to me, or ☐ who produced the following identification: _____

(check one).



Name: _____ (print)

NOTARY PUBLIC

Commission No.: _____

Commission Expiration Date: _____

SF195601

OFF REC 8785 P 0244

EXHIBIT "A"

DESCRIPTION: A parcel of land in the Northeast 1/4 of Section 28, Township 27 South, Range 18 East, Hillsborough County, Florida, more particularly described as follows:

Commence at the North 1/4 corner of Section 28, Township 27 South, Range 18 East, thence South along the West Boundary of the Northeast 1/4 of said Section 28 S.00°32'06"E., 2015.38 feet; thence S.89°03'56"E., 1535.82 feet to the POINT OF BEGINNING; thence N.01°00'04"W., 840.33 feet; thence N.85°44'13"E., 700.74 feet to the West right-of-way line of Dale Mabry Highway (SR 597); thence S.01°00'04"E., 903.84 feet along said West right-of-way line; thence N.89°03'56"W., 700.00 feet to the POINT OF BEGINNING.

Containing 14.006 acres, more or less.

OFF REC 8785 P 0245

EXHIBIT "B-1"

A parcel of land being in the East 1/2 of Section 28, Township 27 South, Range 18 East, Hillsborough County, Florida, more fully described as follows:

From the Southeast corner of said Section 28, run thence N.01°12'18" W., along the East line of said Section 28, for a distance of 3087.05 feet; thence N.89°03'56" W., for a distance of 132.08 feet to a point on the West right-of-way line of North Dale Mabry Highway (State Road No. 587), for a POINT OF BEGINNING; thence S.01°11'43" E., along said right-of-way line for a distance of 80.00 feet; thence N.89°14'38" W., for a distance of 342.82 feet; thence N.00°45'22" E., for a distance of 80.00 feet; thence S.89°14'38" E., for a distance of 340.09 feet to the said West right-of-way line of Dale Mabry Highway and the POINT OF BEGINNING.

LESS AND EXCEPT:

A parcel of land being in the East 1/2 of Section 28, Township 27 South, Range 18 East, Hillsborough County, Florida, more fully described as follows:

From the Southeast corner of said Section 28, run thence N.01°12'18" W. along the East line of said Section 28 for a distance of 3087.05 feet; thence N.89°03'56" W. for a distance of 132.08 feet to a point on the West right-of-way line of North Dale Mabry Highway (State Road No. 587), for a POINT OF BEGINNING; thence S.01°11'43" E., along said right-of-way line, for a distance of 5.00 feet; thence N.89°14'38" W., for a distance of 15.00 feet; thence S.00°45'22" W., for a distance of 50.00 feet; thence N.89°14'38" W., for a distance of 30 feet; thence N.00°45'22" E., for a distance of 50.00 feet; thence N.89°14'38" W., for a distance of 382.52 feet; thence N.01°12'03" W., for a distance of 5.00 feet; thence S.89°14'38" E. for a distance of 427.52 feet to the said West right-of-way line of Dale Mabry Highway and the POINT OF BEGINNING. Containing 3638 square feet, more or less.

195601

OFF REC 8785 P. 0246

EXHIBIT "B-2"

DESCRIPTION: SIGN PARCEL

A parcel of land being in the East 1/2 of Section 28, Township 27 South, Range 12 East, Hillsborough County, Florida, more fully described as follows:

From the Southeast corner of said Section 28, run thence N.01°12'18"W. along the East line of said Section 28 for a distance of 3087.05 feet; thence N.89°03'56"W. for a distance of 132.08 feet to a point on the West right-of-way line of North Dale Mabry Highway (State Road No. 587), for a POINT OF BEGINNING; thence S.01°11'43"E., along said right of way line, for a distance of 5.00 feet; thence N.89°14'38"W., a distance of 15.00 feet; thence S.00°45'22"W., a distance of 50.00 feet; thence N.89°14'38"W., a distance of 30.00 feet; thence N.00°45'22"E., a distance of 50.00 feet; thence N.89°14'38"W., a distance of 382.52 feet; thence N.01°12'03"W., for a distance of 5.00 feet; thence S.89°14'38"E. for a distance of 427.52 feet to the said West right-of-way line of Dale Mabry Highway and the POINT OF BEGINNING. Containing 3638 square feet, more or less.

EXHIBIT "C"

OFF 8785 80247

DESCRIPTION (NOTE 1):

A parcel of land being in the East 1/2 of Section 28, Township 27 South, Range 16 East, Hillsborough County, Florida, more fully described as follows: From the Southeast corner of said Section 28, run thence N01°12'18"W, along the East line of said Section 28, A distance of 3087.05 feet; thence N89°03'56"W, A distance of 132.08 feet to a point on the West right-of-way line of North Dale Mabry Highway (State Road No. 587), the POINT OF BEGINNING; thence continue N89°03'56"W, A distance of 427.58 feet; thence S01°12'03"E, A distance of 778.28 feet; thence S89°59'20"E, A distance of 427.38 feet to the said West right-of-way line of North Dale Mabry Highway; thence N01°12'03"W, along said West right-of-way line of North Dale Mabry Highway, A distance of 771.39 feet to the POINT OF BEGINNING.

Parcel is subject to an easement for ingress and egress over and across the North 80.00 feet thereof.

ACREAGE TABULATION:

ACREAGE PER DESCRIBED PARCEL: 7.600 ACRES, MORE OR LESS
ACREAGE PER FIELD SURVEY: 7.591 ACRES, MORE OR LESS

This instrument prepared by and return to:

Orleans Title Company
16122 North Florida Avenue
Lutz, Florida 33548

Grantee's Social Security Number:
Property Appraiser's Parcel
Identification Number: cut out of 15909.0100

Documentary Tax Pd - F.S. 201.02 \$ 5600.00
Documentary Tax Pd - F.S. 201.00 \$ 0
Intangible Tax Pd - F.S. 199 \$ 0
Richard Ake, Clerk Hillsborough County
By: [Signature] Deputy Clerk

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

SPACE ABOVE THIS LINE FOR RECORDING DATA

Warranty Deed

This Warranty Deed, made on December 10, 1997, by MARRIOTT SENIOR LIVING SERVICES, INC., a Delaware corporation, (the "Grantor"), whose mailing address is 10400 Fernwood Road, Bethesda, Maryland 20817, to GREENWAY COMMERCIAL PROPERTIES, INC., a Florida corporation (the "Grantee") whose mailing address is Post Office Box 2727, Gainesville, Florida 32602 (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

The Grantor, for and in consideration of the sum of Ten 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 situated in Hillsborough County, State of Florida, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Grantor reserves the right to use the non-exclusive easement described as Parcel 2 in Exhibit "A" for the benefit of the land retained by the said Grantor as described in the warranty deed recorded in Official Records Book 8785, page 248, Public Records of Hillsborough County, Florida.

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

The Grantor hereby covenants with the 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, and hereby 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 and assessments accruing after December 31, 1997, and matters set forth on Exhibit "B" attached hereto.

In Witness whereof, the Grantor has signed and sealed this Warranty Deed the day and year first above written.

Signed, sealed and delivered in the presence of:

Marriott Senior Living Services, Inc., a Delaware corporation

Carlan Vliet

Witness' Signature

C.A. Van Vliet

Witness' Printed Name

Kevin E. Montano

Witness' Signature

Kevin E. Montano

Witness' Printed Name

By: Michael J. Giacopelli, Jr.

MICHAEL J. GIACOPELLI, JR.
Print Name and Title Vice President

State of Maryland
County of Montgomery

The foregoing instrument was acknowledged before me on December 10, 1997, by Michael J. Giacopelli, Jr., as Vice President of Marriott Senior Living Services, Inc., a Delaware corporation, on behalf of said corporation, who is personally known to me or has produced as identification.

Anne R. Smith
Notary Signature

ANNE R. SMITH
Printed Notary Name

My commission expires: 11/1/98

1997 DEC 30 AM 10:46

0097343933

REC 8849 6 0403

EXHIBIT "A"

Parcel 1:

A parcel of land in the Northeast 1/4 of Section 28, Township 27 South, Range 18 East, Hillsborough County, Florida, being more particularly described as follows:

For a Point of Beginning commence at the Southeast corner of Lot 13, Block 1, of Cypress Meadows Unit One, as shown on a plat recorded in Plat Book 72, page 58, of the Public Records of Hillsborough County, Florida; thence along the East line of said Block 1, proceed North 01°00'04" West, a distance of 488.33 feet; thence leaving said East line proceed North 88°57'19" East a distance of 699.78 feet, to the West right of way of Dale Mabry Highway (State Road 597, a 200.00 foot right of way); thence along said West right of way, proceed South 01°01'36" East, a distance of 510.22 feet; thence leaving said right of way, proceed North 85°05'24" West, a distance of 700.40 feet, to the Point of Beginning.

Parcel 2:

A non-exclusive easement for the use and benefit of Parcel 1 recorded in Official Records Book 8785, Page 238, Public Records of Hillsborough County, Florida, described as a parcel of land in the East 1/2 of Section 28, Township 27 South, Range 18 East, Hillsborough County, Florida, more particularly described as follows:

From the Southeast corner of said Section 28, run thence North 01°12'18" West, along the East line of said Section 28, for a distance of 3087.05 feet; thence North 89°03'58" West, for a distance of 132.08 feet to a point on the West right-of-way line of North Dale Mabry Highway (State Road No 597), for a Point of Beginning; thence South 01°11'43" East, along said right-of-way line for a distance of 80.00 feet; thence North 89°14'38" West, for a distance of 342.82 feet; thence North 00°45'22" East, for a distance of 80.00 feet; thence South 89°14'36" East, for a distance of 340.08 feet to the said West right-of-way line of Dale Mabry Highway and the Point of Beginning.

Initials MS

REC 8849 P 0404

EXHIBIT "B"

1. Easement Agreement between Hillsboro Farms, Carrollwood Place Limited Partnership, James F. Stephenson, Jr., Carol S. Joyner, and Lisa S. Pessina, recorded in Official Records Book 8786, page 0238, of the Public Records of Hillsborough County, Florida.
2. Unrecorded Agreement between Hillsboro Farms, James F. Stephenson, Jr., TRC W. FLA APTS, Inc., and the Florida Department of Transportation, referenced in Paragraph "A" of the Easement Agreement recorded in Official Records Book 8445, page 677, Public Records of Hillsborough County, Florida.
3. Agreement between Hillsboro Farms and Carrollwood Place Limited Partnership recorded September 7, 1995 in Official Records Book 7882, page 234, Public Records of Hillsborough County, Florida. (as to easement Parcel 2)
4. Quit Claim Deed between Hillsborough Farms and Carrollwood Place Limited Partnership recorded August 17, 1995, in Official Records Book 7869, page 938, Public Records of Hillsborough County, Florida. (as to easement Parcel 2)
5. Easement to Tampa Electric recorded in Official Records Book 7948, page 63, Public Records of Hillsborough County Florida. (as to easement Parcel 2)
6. Easement granted to Carrollwood Place Limited Partnership dated December 28, 1994, recorded in Official Records Book 7624, page 1409, Public Records of Hillsborough County, Florida. (as to easement Parcel 2)
7. Declaration of Development, Maintenance and Use Restrictions dated ~~December 10, 1997~~, by and between Greenway Commercial Properties, Inc. and Marriott Senior Living Services, Inc., to be recorded immediately after this deed.

DEF 8849
REC 8849
6 0405

Initials WJL

RETURN TO:
PHILIP S. WITKIN, ESQ.,
P.O. Box 2727
GAINESVILLE, FL 32602

Documentary Tax Pd - F.S. 201.02 \$ 170
Documentary Tax Pd - F.S. 201.08 \$ 8
Intangible Tax Pd - F.S. 199 \$ 0
Richard Ake, Clerk Hillsborough County
By: [Signature] Deputy Clerk

RECIPROCAL EASEMENTS AGREEMENT

THIS GRANT OF RECIPROCAL EASEMENTS AGREEMENT (the "Agreement"), made as of the 29th day of December, 1997, by and between Marriott Senior Living Services, Inc., a Delaware corporation (hereinafter referred to as "Marriott"), whose post office address is: 10400 Fernwood Road, Bethesda, Maryland 20817, and Greenway Commercial Properties, Inc., a Florida corporation (hereinafter referred to as "Greenway"), whose post office address is: P.O. Box 2727, Gainesville, Florida 32602.

W I T N E S S E T H:

WHEREAS, Marriott is the owner of property described in Exhibit "A" attached hereto (hereinafter referred to as the "Marriott Easement"); and

WHEREAS, Greenway is the owner of property described in Exhibit "B" attached hereto (hereinafter referred to as the "Greenway Parcel"); and

WHEREAS, Greenway and Marriott have the right to use the 80' wide ingress and egress easement legally described in Exhibit "C" attached hereto (hereinafter referred to as the "Carrollwood Place Circle Easement"); and

WHEREAS, the parties hereto have determined the mutual desirability of the creation and establishment of certain perpetual non-exclusive easements for vehicular ingress and egress across each respective Parcel.

NOW, THEREFORE, in consideration of the premises, easements, covenants and conditions contained herein, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

This Instrument Prepared by:

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

James M. Reed, Esq.
WILLIAMS REED WEINSTEIN
SCHIFINO & MANGIONE, P.A.
Post Office Box 380
Tampa, FL 33602

11 20
1997 DEC 30 AM 10:46

0097362935

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1. Grant of Easements. Each party does hereby grant to the other party and its successors and assigns, subject to the terms and conditions hereinafter set forth, a perpetual and nonexclusive easement upon and across the roads and driveways which are from time to time located for access to and internal traffic flow within the Marriott Easement and Greenway Parcel, respectively, for the purpose of vehicular ingress and egress and access (i) between the Marriott Easement and the Greenway Parcel (ii) from the Greenway Parcel through the Marriott Easement to North Dale Mabry Highway; and (iii) from the Marriott Easement through the Greenway Parcel to the Carrollwood Place Circle Easement (the "Easements"). Nothing contained herein shall grant or create a right to a parking easement in connection with the Easements.

2. Expenses of Construction. Marriott shall have the responsibility to construct, at its expense, all improvements related to ingress and egress located on the Marriott Easement as set forth in Exhibit "A." Notwithstanding anything contained herein to the contrary, Marriott shall not relocate the Dale Mabry Highway access point located on the east side of the Marriott Easement or the two driveway access points located on the south boundary of the Marriott Easement (which abuts the Greenway Parcel) which are depicted in Exhibit "A" to another area within the Marriott Easement, without obtaining the prior written approval of Greenway, which approval may be withheld in Greenway's reasonable discretion. In the event that Marriott desires access across the Greenway parcel to the Carrollwood Place Circle Easement prior to Greenway's development of the Greenway Parcel, Marriott, at its own expense, shall have the right to construct such access improvements located on the Greenway Parcel with Greenway's consent which shall not be unreasonably withheld ("Marriott Improvements"). If Marriott elects to construct the Marriott Improvements, Marriott shall construct the minimal improvements necessary for such access. Greenway shall have the right to relocate the Marriott Improvements at Greenway's sole discretion and expense.

3. Maintenance. Each party shall have the following responsibilities with respect to the Easements situate on its respective property:

(a) Maintain all surfaces and curbs in a smooth and evenly covered condition;

(b) Place and keep in good condition and repair any appropriate directional signs, markers and lines;

(c) Operate and keep in good repair such lighting facilities as may be reasonably required;

(d) Keep all paved surfaces free from obstructions which would prevent ingress and egress, except for interruption due

41409, 6488JH

repair, maintenance and reconstruction of the improvements located on the Easements; and

(e) Comply with all applicable requirements of governmental agencies and authorities.

4. Payment of Property Taxes. Each party shall pay or cause to be paid directly to the taxing authority when due all real property taxes and other special taxes and assessments which may be levied or assessed against the easements located on its respective Parcel or Easement.

5. Waiver and Remedies Cumulative. No waiver by any party of any default under this Agreement shall be effective or binding on such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take action in respect to such default. One or more written waivers of any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

6. Estoppel Certificate. Either party may, at any time and from time to time, in connection with the sale or transfer of such party's Parcel, or in connection with the financing or refinancing of such party's Parcel made in good faith and for value, deliver written notice to the other party requesting such party to certify in writing that to the best of the knowledge of the certifying party, (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended or modified, either orally or in writing, and if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or, if in default, to specifically describe therein the nature and amount of any and all defaults. The party receiving any such request shall execute and return such certificate within thirty (30) days following the receipt thereof. Failure by a party so to execute and return such certificate within the specified period shall be deemed an admission on such party's part that the party requesting the certificate is current and not in default in the performance of such party's obligations under this Agreement.

7. No Termination. A breach of this Agreement shall not entitle any party to cancel, rescind or otherwise terminate this Agreement, or any conditions, covenants, easements or restrictions hereunder.

8. Covenants Run With the Land. All of the easements, provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Agreement shall be binding upon the Parties, their respective successors (by merger, consolidation or otherwise) and assigns, lessees and all other persons acquiring any interest in either the Marriott Easement or the Greenway Parcel, or any portion thereof, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall constitute covenants running with the land pursuant to Florida law. It is expressly acknowledged that each covenant to do or refrain from doing some act on each Parcel or Easement hereunder (i) is for the benefit of each and is a burden upon each (ii) runs with each, and (iii) shall be binding upon each successive owner during ownership of each, or any portion thereof, and each person having any interest therein derived in any manner through any owner of any Parcel or Easement, or any portion thereof, and shall benefit each party and each party's Parcel and every other person who shall become a party.

10. No Third Party Beneficiary. The provisions of this Agreement are for the exclusive benefit of the parties, their successors and assigns, except as otherwise provided herein, and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person. It is expressly understood and agreed that no modification or amendment, in whole or in part, shall require any consent or approval on the part of any user or occupant other than a party. Without limiting the rights of any user or occupant under any lease, license or concession agreement or other instrument or arrangement under which the user or occupant acquired its rights of use and occupancy, no user or occupant may on their own initiative enforce any of the provisions of this Agreement.

11. Termination and Amendment. Except as otherwise specified in this Agreement, this Agreement may be canceled, changed, modified or amended in whole or in part only by a written and legally recorded instrument executed by all of the parties or their respective successors or assigns. Nothing contained herein precludes any separate agreements between the parties.

12. Severability. Invalidity of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other Person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

OFF 8849 P 0417

13. Litigation Expenses. In the event either party hereto is required or elects to take legal or equitable action against the other to enforce the non-defaulting party's rights under this Agreement or to require performance by the defaulting party of its obligations under this Agreement, then the losing party shall immediately pay to the prevailing party for all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the prevailing party in such action. A party is deemed to have prevailed if it obtains a judgment or settlement in its favor which substantially provides for the relief contemplated either in its complaint or responsive pleading.

14. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

15. Other Defaults. In the event of a default by any party under this Agreement, other than a monetary default, or for maintenance and repair of the easement, the non-defaulting party shall be entitled to specific performance of this Agreement in addition to any other remedies available at law or in equity and the Prevailing Party shall be entitled to recover all costs incurred thereby, including court costs and reasonable attorneys' fees.

16. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

17. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms and provisions hereof.

18. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the easement to or for the general public or for any public purposes whatever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

19. Notices. All notices to be given pursuant to this Agreement shall be in writing and must be given by United States Certified or Registered Mail, postage prepaid, properly addressed to the following:

- (a) If intended for Marriott, addressed to:
Dept. 52/923

10400 Fernwood Road
Bethesda, Maryland 20817
Attention: William F. Carbaugh, Esq.

With a copy to:

Marriott Dallas Regional Office
5151 Belt Line Road, Ste. 500
Dallas, TX 75240
Attention: Michael Faldmo

(b) If intended for Greenway, addressed to:

P.O. Box 2727
Gainesville, FL 32602
Attention: Philip S. Witeka, Esquire

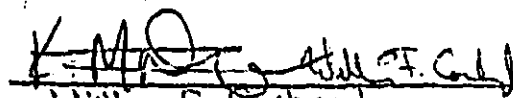
With a copy to:

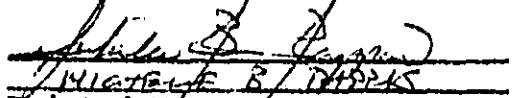
James M. Reed, Esq.
Williams Reed Weinstein Schifano & Mangione, P.A.
One Tampa City Center, Suite 2600
Tampa, FL 33602

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

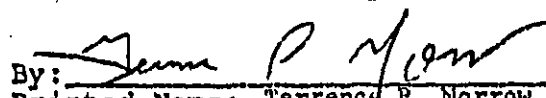
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:


Printed Name: William F. Carbaugh


Printed Name: MICHAEL F. FALDMO

MARRIOTT SENIOR LIVING SERVICES,
INC., a Delaware corporation

By: 
Printed Name: Terrence P. Norrow
Its: Vice President

10400 Fernwood Road
Bethesda, MD 20817
Post Office Address

ATTEST: 
Kevin E. Montano, Asst. Corp. Secretary
Printed Name

OFF 8849
REC 60418

STATE OF MARYLAND
COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this 23rd day of December, 1997, by Terrence P. Morrow as Vice President of MARRIOTT SENIOR LIVING SERVICES, INC., a Delaware corporation, on behalf of the corporation. He is: ☒ personally known to me; or ☐ has produced _____ as identification.

My commission expires: 11/1/98

Anne R. Smith
Printed Name
Notary Public - State of Maryland.

GREENWAY COMMERCIAL PROPERTIES, INC., a Florida corporation

Law Merri Day
Printed Name

By: Phillip S. Witek
Printed Name: Phillip S. Witek
Its: President

Darlene J. Petch
Printed Name

P.O. Box 2727
Dainesville, Florida 32602
Post Office Address

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 23rd day of December, 1997, by Phillip S. Witek, as President of GREENWAY COMMERCIAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation. He is: ☐ personally known to me; or ☒ has produced Drivers License as identification.

My commission expires:

Darlene J. Petch
Printed Name
Notary Public - State of Florida

VRW0000A
December 23, 1997



DARLENE J. PETCH
My Commission 00407170
Expires Sep. 14, 1998

8849 60419

REC 8849 6 0420

PARCEL THREE

Subject to field verification

Prepared December 19, 1997

A non-exclusive easement for vehicular and pedestrian ingress and egress and access of PARCEL ONE, described as a parcel of land in the Northeast 1/4 of Section 28, Township 27 South, Range 18 East, Hillsborough County, Florida, more particularly described as follows:

Commence at the Southeast corner of Lot 13, Block 1, Cypress Meadows Unit One, as shown on Plat Book 72 at Page 56 of the Public Records of Hillsborough County, Florida thence along said East line of said Block 1 proceed North 01°00'04" West a distance of 186.33 feet thence leaving said East line, proceed North 88°57'19" East a distance of 134.48 feet to the POINT OF BEGINNING thence continue North 88°57'19" East a distance of 30.00 feet thence North 01°02'41" West a distance of 17.00 feet to the beginning of a curve, concave Southeast, having a radius of 6.00 feet and a central angle of 134°12'43", thence North along the arc of said curve to the right a distance of 14.05 feet, said arc subtended by a chord which bears North 66°03'40" East a distance of 57.00 feet and a central angle of 86°45'00", thence concave North, having a radius of 57.00 feet and a central angle of 86°45'00", thence Southeast along the arc of said curve to the left a distance of 78.29 feet to a point subtended by a chord which bears North 89°47'30" East a distance of 78.29 feet to a point of reverse curvature with a curve, concave South, having a radius of 7.00 feet and a central angle of 42°32'21", thence North along the arc of said curve to the right a distance of 5.20 feet, said arc subtended by a chord which bears North 67°41'12" East a distance of 5.08 feet to the curve's end thence North 88°57'19" East a distance of 326.70 feet to the beginning of a curve, concave Southeast, having a radius of 22.00 feet and a central angle of 90°00'00", thence East along the arc of said curve to the right a distance of 34.56 feet, said arc subtended by a chord which bears South 46°02'40" East a distance of 31.11 feet to the point of intersection with a non-tangent line thence North 88°57'19" East a distance of 30.00 feet to a point of intersection with a non-tangent curve, concave Southeast, having a radius of 22.00 feet and a central angle of 90°00'00", thence North along the arc of said curve to the right a distance of 34.56 feet, said arc subtended by a chord which bears North 43°57'20" East a distance of 31.11 feet to the curve's end thence North 88°57'19" East a distance of 41.41 feet to the West right of way of Dale Mabry Highway (State Road 597), a distance of 41.41 feet thence along said West right of way proceed South 200.00 foot right of way thence along said West right of way proceed South West a distance of 30.00 feet thence leaving said West right of way, proceed South 88°57'19" West a distance of 438.22 feet to the beginning of a curve, concave North, having a radius of 7.00 feet and a central angle of 53°02'42", thence West along the arc of said curve to the right a distance of 6.48 feet, said arc subtended by a chord which bears North 64°31'21" West a distance of 6.25 feet to a point of reverse curvature with a curve, concave South, having a radius of 54.00 feet and a central angle of 103°53'27", thence North along the arc of said curve to the left a distance of 97.91 feet, said arc subtended by a chord which bears North 89°56'44" West a distance of 85.04 feet to a point of reverse curvature with a curve, concave North, having a radius of 12.00 feet and a central angle of 50°50'46", thence South along the arc of said curve to the right a distance of 10.65 feet, said arc subtended by a chord which bears South 63°31'53" West a distance of 10.30 feet to the curve's end thence South 88°57'19" West a distance of 27.17 feet thence South 01°02'41" East a distance of 52.00 feet to the POINT OF BEGINNING.

Containing 20979 square feet of land more or less.

MARRIOTT EASEMENT
EXHIBIT "A"

WEDDER SURVEYING AND MAPPING, PA
EDDIE RICHARDSON, FLS No. 4797
DATE 12/24/97
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL BASED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPING

SECTION 28
TOWNSHIP 27 SOUTH
RANGE 18 EAST
HILLSBOROUGH COUNTY, FLORIDA

WEDDER SURVEYING AND MAPPING, PA
2019 W. Laurel Street Tampa, Florida 33607-3818 (813) 282-8291

LEGAL DESCRIPTION AND SKETCH FOR:

PARCEL THREE
MARRIOTT SENIOR LIVING SERVICES

DRAWN	CHECKED	DATE	SCALE	JOB NUMBER	SHEET
NAF		12/22/97	1"=100'	3061B	1 OF 2

OFF 8849 P 0422
REC

EXHIBIT "B"

GREENWAY PARCEL

A parcel of land in the Northeast 1/4 of Section 28, Township 27 South, Range 18 East, Hillsborough County, Florida, being more particularly described as follows:

For a Point of Beginning commence at the Southeast corner of Lot 13, Block 1, of Cypress Meadows Unit One, as shown on a plat recorded in Plat Book 72, page 58, of the Public Records of Hillsborough County, Florida; thence along the East line of said Block 1, proceed North 01°00'04" West, a distance of 486.33 feet; thence leaving said East line proceed North 88°57'19" East a distance of 699.78 feet, to the West right of way of Dale Mabry Highway (State Road 597, a 200.00 foot right of way); thence along said West right of way, proceed South 01°01'36" East, a distance of 510.22 feet; thence leaving said right of way, proceed North 89°05'24" West, a distance of 700.40 feet, to the Point of Beginning.

OFF REC 8849 P 0423

EXHIBIT "C"

CARROLLWOOD PLACE CIRCLE EASEMENT

A non-exclusive easement recorded in Official Records Book 8785, Page 238, Public Records of Hillsborough County, Florida, described as a parcel of land in the East 1/2 of Section 28, Township 27 South, Range 18 East, Hillsborough County, Florida, more particularly described as follows:

From the Southeast corner of said Section 28, run thence North 01°12'18" West, along the East line of said Section 28, for a distance of 3087.05 feet; thence North 89°03'56" West, for a distance of 132.08 feet to a point on the West right-of-way line of North Dale Mabry Highway (State Road No 597), for a Point of Beginning; thence South 01°11'43" East, along said right-of-way line for a distance of 80.00 feet; thence North 89°14'38" West, for a distance of 342.82 feet; thence North 00°45'22" East, for a distance of 80.00 feet; thence South 89°14'38" East, for a distance of 340.09 feet to the said West right-of-way line of Dale Mabry Highway and the Point of Beginning.

SEC. 28 TWP. 27 S. RGE. 18 E.
FOLIO # 15909.0075
W.O. NO. WSA 339678

PREPARED BY
AND RETURN TO:

Tracy L. Butler
Tampa Electric Company
P.O. Box 111
Tampa, FL 33601

INSTR # 2003187172

O BK 12640 PG 0929

RECORDED 05/15/2003 08:36:28 AM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DOC TAX PD(F.S.201.02) 0.70
DEPUTY CLERK S Thompson

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That WATERFORD CONSTRUCTION & DEVELOPMENT CO., INC., a Florida corporation, whose address is 3040 West Bearss Avenue, Tampa, Florida 33618-1811, herein called Grantor, in consideration of One Dollar and other valuable considerations, paid to Grantor by TAMPA ELECTRIC COMPANY, a Florida corporation, P.O. Box 111, Tampa, Florida 33601, herein called Company, receipt whereof is hereby acknowledged, has given and granted unto the Company, its successors and assigns, a perpetual easement over and the right to enter upon the land in Hillsborough County, Florida, described as follows:

Strips of land 15.00 feet wide lying 7.50 feet each side of the centerline of power lines as constructed or to be constructed on the following described parcel of land on that portion of the land that is not improved with any buildings:

A parcel of land lying in Northeast 1/4 of Section 28, Township 27 South, Range 18 East, Hillsborough County, Florida, being more particularly described as follows:

For the POINT OF BEGINNING commence at the Southeast corner of Lot 13, Block 1, CYPRESS MEADOWS UNIT ONE, as shown on Plat Book 72, Page 58, of the Public Records of Hillsborough County, Florida; thence along the East line of said Block 1, N.01°00'04"W., a distance of 485.33 feet; thence leaving said East line, N.88°57'19"E., a distance of 699.78 feet to the West right of way line of Dale Mabry Highway (State Road 597, a 200.00 foot right of way); thence along said West right of way line, S.01°01'36"E., a distance of 510.22 feet; thence leaving said right of way, N.89°05'24"W., a distance of 700.40 feet to the POINT OF BEGINNING.

together with the right of ingress and egress to and from the same, and all rights therein and all privileges thereon which are or may be necessary or convenient for the full use and enjoyment of such easement, which is for the purposes of placing, constructing, operating, maintaining, replacing on and removing from said land, installations described as follows:

Underground (to a depth of 6.0 feet) lines of wires, cables, data transmission and communication facilities, supporting structures and necessary appurtenances.

The Grantor shall not use said land in any manner or for any purpose that will interfere or conflict with the use of the same by the Company for the purposes enumerated above or which will endanger any person or property, and in no event shall Grantor construct or install any improvement or structure thereon with the exception of paving, curbs, sidewalks, utilities or other similar improvements which are a part of the approved site plan for the development of the property.

The terms "Grantor" and "Company" herein employed shall be construed to include the words "successors and assigns" of the respective parties hereto, wherever the context so admits or requires.

OR BK 12640 PG 0930

IN WITNESS WHEREOF the Grantor has caused this instrument to be executed in due form required by law, this

14th day of February, 2003.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESSES TO EXECUTION BY GRANTOR:

Stephanie R. King
Signature of First Witness

STEPHANIE R. KING
Print or Type Name

John D. Lane
Signature of Second Witness

JOHN D. LANE
Print or Type Name

GRANTOR:
WATERFORD CONSTRUCTION & DEVELOPMENT
CO., INC.,
a Florida corporation

By: [Signature]
Vice President

JOHN WESTFALL
Print or Type Name

3040 W DEANSS AV. TAMPA FLA. 33618
Address City State Zip

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 14th day of February, 2003, by

John Westfall, of WATERFORD CONSTRUCTION & DEVELOPMENT CO., INC.,
a corporation, on behalf of said corporation. He/She is personally known to me or has produced PK
as identification. Witness my hand and official seal the date aforesaid.

Stephanie R. King
Notary Public, State of Florida at Large

STEPHANIE R. KING
Notary: Print or Type Name

My Commission Expires July 6, 2003

