

THE HOGAN LAW FIRM®

We mean businessSM



September 5, 2012

Sumter County BOCC
Bradley Arnold
7375 Powell Road
Wildwood, Florida 34795

RE: Sumter Purchase from Daryl Carter

Dear Mr. Arnold:

Enclosed are the following documents related to the above-referenced transaction for your files:

- Original Recorded Trustee's Deed
- Original Owners Policy
- Title Commitment
- Copies of executed closing documents for your records

It was a pleasure working with you. Since this concludes the matter, we will be closing our file.

Sincerely,

A handwritten signature in blue ink that reads "Amy Palmer".

Amy Palmer
Legal Assistant

ALP/
Enclosures

A. Settlement Statement

B. Type of Loan

<input type="radio"/> 1. FHA	<input type="radio"/> 2. FmHA	<input type="radio"/> 3. Conv. Unins.	6. File Number 12-065	7. Loan Number ID:	8. Mortg. Ins. Case Num.
<input type="radio"/> 4. V.A.	<input type="radio"/> 5. Conv. Ins.				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: **Sumter County, Florida**, a Political subdivision of the State of Florida
Address of Borrower: 7375 Powell Road (CR 139), Wildwood, Florida 34785

E. NAME OF SELLER: Daryl M. Carter, Trustee of the Carter-Sumler 2444 Highway 468 Land Trust
Address of Seller: 3333 S. Orange Avenue, Suite 200, Orlando, Florida 32806 TIN:

F. NAME OF LENDER:
Address of Lender:

G. PROPERTY LOCATION:

H. SETTLEMENT AGENT: The Hogan Law Firm, LLC
Place of Settlement: 20 S. Broad Street, Brooksville, Florida 34601 TIN: 06-1666154
Phone: 352-799-8423

I. SETTLEMENT DATE: 8/16/12 DISBURSEMENT DATE: 8/16/12

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	1,381,364.00	401. Contract sales price	1,381,364.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	500.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	1,381,864.00	420. Gross amount due to seller:	1,381,364.00
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	79,195.52
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	0.00	520. Total reductions in amount due seller:	79,195.52
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	1,381,864.00	601. Gross amount due to seller (line 420)	1,381,364.00
302. Less amount paid by/for the borrower (line 220)	0.00	602. Less total reductions in amount due seller (line 520)	(79,195.52)
303. Cash (<input checked="" type="checkbox"/> From <input type="checkbox"/> To) Borrower:	1,381,864.00	603. Cash (<input checked="" type="checkbox"/> To <input type="checkbox"/> From) Seller:	1,302,168.48

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6262 and/or Schedule D (Form 1040).

This transaction is taking place under the threat of condemnation.

Borrower's Initial(s): 

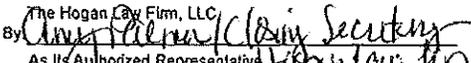
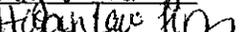
Seller's Initial(s): 

L. Settlement charges				Borrower POC	Seller POC	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Brokers Com. based on price	\$1,381,364.00 @	% =	66,559.00				
701.	66,559.00	% to	Maury L. Carter & Associates Inc.				
702.		% to					
703. Commission paid at settlement							66,559.00
704.		to					
800. Items payable in connection with loan:				Borrower POC	Seller POC		
801. Loan origination fee		% to					
802. Loan discount		% to					
803. Appraisal fee		to					
804. Credit report		to					
805. Lender's inspection fee		to					
806. Mortgage insurance application fee		to					
807. Assumption Fee		to					
808.		to					
809.		to					
810.		to					
811.		to					
900. Items required by lender to be paid in advance:				Borrower POC	Seller POC		
901. Interest from		to	@	/day			
902. Mortgage insurance premium for		months to					
903. Hazard insurance premium for		years to					
904. Flood insurance premium for		years to					
905.		years to					
1000. Reserves deposited with lender:				Borrower POC	Seller POC		
1001. Hazard insurance		months @		per month			
1002. Mortgage insurance		months @		per month			
1003. City property taxes		months @		per month			
1004. County property taxes		months @		per month			
1005. Annual assessments		months @		per month			
1006. Flood Insurance		months @		per month			
1007.		months @		per month			
1008.		months @		per month			
1009. Aggregate accounting adjustment							
1100. Title charges:				Borrower POC	Seller POC		
1101. Settlement or closing fee		to	The Hogan Law Firm, LLC			500.00	
1102. Abstract or title search		to	The Hogan Law Firm, LLC	300.00			
1103. Title examination		to					
1104. Title insurance binder		to					
1105. Document preparation		to					
1106. Notary fees		to					
1107. Attorney's Fees		to					
(Includes above item numbers:)							
1108. Title Insurance		to	Old Republic National Title Insurance Company/The Hogan				6,028.50
(Includes above item numbers:)							
1109. Lender's coverage (Premium):							
1110. Owner's coverage (Premium):	\$1,381,364.00		(\$6,028.50)				
1111. Endorse:							
1112.		to					
1113.		to					
1200. Government recording and transfer charges:							
1201. Recording fees	Deed	\$44.00	Mortgage(s)	Releases			44.00
1202. City/county tax/stamps	Deed		Mortgage(s)				
1203. State tax/stamps	Deed		Mortgage(s)				
1204.		to					
1205.		to					
1300. Additional settlement charges:				Borrower POC	Seller POC		
1301. Survey		to					
1302. Pest inspection		to					
1303. Reimbursement		to	ML Carter Development Corp.				6,584.02
1304.		to					
1305.		to					
1306.		to					
1307.		to					
1308.		to					
1309.							
1400. Total settlement charges:							
(Enter on lines 103, Section J and 502, Section K)						500.00	79,195.52

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

 Borrower _____ Seller _____
GARRY BREEDEN Borrower _____ Seller _____

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused, or will cause, the funds to be disbursed in accordance with this statement.

By  Amy Palmer, Closing Secretary, _____ Date 8/16/12
 As its Authorized Representative  _____ Date _____

A. Settlement Statement

B. Type of Loan

<input type="radio"/> 1. FHA	<input type="radio"/> 2. FmHA	<input type="radio"/> 3. Conv. Unins.	6. File Number 12-065	7. Loan Number ID:	8. Mortg. Ins. Case Num.
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Borrower's Initial(s):

Seller's Initial(s):

L. Settlement charges				Borrower	POC	Seller	POC	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Brokers Com. based on price	\$1,381,364.00 @	% =	66,559.00						
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703. Commission paid at settlement									
704.		to							66,559.00
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801. Loan origination fee		% to							
802. Loan discount		% to							
803. Appraisal fee		to							
804. Credit report		to							
805. Lender's inspection fee		to							
806. Mortgage insurance application fee		to							
807. Assumption Fee		to							
808.		to							
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900. Items required by lender to be paid in advance:				Borrower	POC	Seller	POC		
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902. Mortgage insurance premium for		months to							
903. Hazard insurance premium for		years to							
904. Flood insurance premium for		years to							
905.		years to							
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1003. City property taxes		months @		per month					
1004. County property taxes		months @		per month					
1005. Annual assessments		months @		per month					
1006. Flood insurance		months @		per month					
1007.		months @		per month					
1008.		months @		per month					
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1100. Title charges:				Borrower	POC	Seller	POC		
1101. Settlement or closing fee		to	The Hogan Law Firm, LLC				500.00		
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1104. Title insurance binder		to							
1105. Document preparation		to							
1106. Notary fees		to							
1107. Attorney's Fees		to							
(includes above item numbers:)									
1108. Title Insurance		to	Old Republic National Title Insurance Company/The Hogan						6,028.50
(includes above item numbers:)									
1109. Lender's coverage (Premium):									
1110. Owner's coverage (Premium):	\$1,381,364.00		(\$6,028.50)						
1111. Endorse:									
1112.		to							
1113.		to							
1200. Government recording and transfer charges:									
1201. Recording fees	Deed	\$44.00	Mortgage(s)	Releases					44.00
1202. City/county tax/stamps	Deed		Mortgage(s)						
1203. State tax/stamps	Deed		Mortgage(s)						
1204.		to							
1205.		to							
1300. Additional settlement charges:				Borrower	POC	Seller	POC		
1301. Survey		to							
1302. Pest Inspection		to							
1303. Reimbursement		to	ML Carter Development Corp.						6,564.02
1304.		to							
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1306.		to							
1307.		to							
1308.		to							
1309.		to							
1400. Total settlement charges:									
(Enter on lines 103, Section J and 502, Section K)							500.00		79,195.52

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower

Borrower

Seller

Seller

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused, or will cause, the funds to be disbursed in accordance with this statement.

By: The Hogan Law Firm, LLC
Cory Palmer (Closing Secretary) 8/16/12
As Its Authorized Representative Cory Palmer Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

PREPARED BY AND RETURN TO:

Deborah Hogan, Esquire
The Hogan Law Firm LLC
20 So. Broad Street
Brooksville, Florida 34601
352-799-8423
12-065
Parcel ID #G26-005

[Space Above This Line For Recording Data]

**CLOSING AFFIDAVIT
(BUYER)**

Before me, the undersigned authority, personally appeared Garry Breeden, Chairman of the Board of County Commissioners, Sumter County, Florida ("Affiant") as authorized representative of SUMTER COUNTY, a Political Subdivision of the State of Florida ("Buyer"), who being by me first duly sworn, on oath, deposes and says that:

1. Buyer, whose mailing address is 7375 Powell Road, Wildwood, Florida 34785, is purchasing the following described property from Daryl M. Carter, Trustee of the Carter-Sumter 2444 Highway 468 Land Trust, whose mailing address is 3333 South Orange Avenue, Suite 200, Orlando, Florida 32806 ("Seller"), to wit:

**Parcel 1:
FEE SIMPLE OWNERSHIP**

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE N. 00° 30' 06" E., ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ A DISTANCE OF 1152.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N. 00° 30' 06" E., ALONG SAID EAST LINE A DISTANCE OF 70.00 FEET TO THE EXISTING SOUTHERLY PROGRESS ENERGY POWER LINE EASEMENT LINE; THENCE N. 63° 16' 42" E., ALONG SAID SOUTHERLY EASEMENT LINE A DISTANCE OF 529.89 FEET TO THE CUSP OF A CURVE BEING CONVAVE NORTHWESTERLY AND HAVING A RADIUS OF 1331.36 FEET AND A CENTRAL ANGLE OF 17° 35' 24"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 408.73 FEET, SAID ARC HAVING A CHORD BEARING OF S. 54° 29' 00" W., AND A CHORD DISTANCE OF 407.13 FEET; THENCE S. 63° 16' 42" W., A DISTANCE OF 159.57 FEET TO THE POINT OF BEGINNING.

Parcel 2:

WRA B

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE N. 00° 30' 06" E., ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 26, A DISTANCE OF 1304.60 FEET TO A POINT ON THE PROPOSED CENTERLINE OF COUNTY ROAD 468. THENCE N. 63° 16' 42" E., ALONG SAID CENTERLINE A DISTANCE OF 90.00 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1196.11 FEET AND A CENTRAL ANGLE OF 43° 07' 04"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE A DISTANCE OF 900.13 FEET; SAID ARC HAVING A CHORD BEARING OF N. 41° 43' 10" E., AND A CHORD DISTANCE OF 879.04 FEET; LEAVING SAID CENTERLINE THENCE S. 68° 24' 08" E. ALONG A RADIAL LINE A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 468; THENCE S. 68° 24' 08" E., ON A RADIAL LINE, A DISTANCE OF 37.11 FEET; THENCE N. 84° 32' 29" E. A DISTANCE OF 447.36 FEET; THENCE N. 22° 09' 30" E. A DISTANCE OF 122.39 FEET; THENCE N. 58° 24' 13" E. A DISTANCE OF 128.38 FEET; THENCE N. 80° 26' 21" E. A DISTANCE OF 258.44 FEET; THENCE S. 09° 36' 02" E. A DISTANCE OF 45.70 FEET; THENCE S. 78° 28' 29" W. A DISTANCE OF 173.11 FEET; THENCE S. 26° 58' 33" E. A DISTANCE OF 234.85 FEET; THENCE S. 12° 55' 35" E. A DISTANCE OF 244.22 FEET; THENCE N. 77° 08' 40" E., A DISTANCE OF 61.60 FEET; THENCE S 12° 51' 20" E. A DISTANCE OF 14.00 FEET; THENCE S. 77° 08' 40" W. A DISTANCE OF 61.58 FEET; THENCE S. 12° 55' 35" E. A DISTANCE OF 15.00 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 84° 36' 50"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 88.61 FEET, SAID ARC HAVING A CHORD BEARING OF S. 29° 22' 50" W. AND A CHORD DISTANCE OF 80.77 FEET; THENCE S. 71° 41' 15" W. A DISTANCE OF 118.90 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 97° 05' 58"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 127.10 FEET, SAID ARC HAVING A CHORD BEARING OF N. 59° 45' 46" W. AND A CHORD DISTANCE OF 112.43 FEET; THENCE N. 11° 12' 47" W. A DISTANCE OF 236.84 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 20° 40' 49"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 61.36 FEET, SAID ARC HAVING A CHORD BEARING OF N. 21° 33' 11" W. AND A CHORD DISTANCE OF 61.03 FEET; THENCE N. 31° 53' 36" W. A DISTANCE OF 42.15 FEET; THENCE S. 88° 26' 47" W. A DISTANCE OF 218.47 FEET; THENCE S. 84° 32' 29" W. A DISTANCE OF 366.90 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF COUNTY ROAD 468, SAID POINT BEING ON A

CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1261.11 FEET AND A CENTRAL ANGLE OF 03° 25' 23"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 75.34 FEET TO THE POINT OF BEGINNING; SAID CURVE HAVING A CHORD BEARING OF N. 21° 56' 46" E. AND A CHORD DISTANCE OF 75.33 FEET. THE PARCEL DESCRIBED HEREIN CONTAINS 189,161 SF MORE OR LESS.

Parcel 3:

WRA C

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE N. 00° 30' 06" E., ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 26, A DISTANCE OF 1304.60 FEET TO A POINT ON THE PROPOSED CENTERLINE OF COUNTY ROAD 468; THENCE N. 63° 16' 42" E., ALONG SAID CENTERLINE A DISTANCE OF 90.00 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1196.11 FEET AND A CENTRAL ANGLE OF 53° 42' 28"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE A DISTANCE OF 1121.21 FEET TO THE POINT OF TANGENCY; SAID ARC HAVING A CHORD BEARING OF N. 36° 25' 28" E., AND A CHORD DISTANCE OF 1080.61 FEET; THENCE N. 09° 34' 14" E., A DISTANCE OF 811.05 FEET; THENCE LEAVING SAID CENTERLINE S. 80° 25' 46" E., A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING. SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 468; THENCE S. 80° 25' 46" E., A DISTANCE OF 203.00 FEET TO THE EASTERLY EASEMENT LINE OF A PROGRESS ENERGY POWER LINE EASEMENT BEING 100 FEET WIDE; THENCE N. 09° 34' 14" E., ALONG SAID EASTERLY LINE, A DISTANCE OF 58.27 FEET; THENCE LEAVING SAID EASTERLY LINE PROCEED S. 80° 25' 46" E., A DISTANCE OF 153.20 FEET; THENCE S. 41° 13' 40" E., A DISTANCE OF 201.57 FEET; THENCE S. 22° 21' 27" E., A DISTANCE OF 234.98 FEET; THENCE S. 67° 38' 33" W., A DISTANCE OF 248.59 FEET; THENCE N. 22° 21' 27" W., A DISTANCE OF 186.22 FEET; THENCE N. 80° 25' 46" W., A DISTANCE OF 124.22 FEET TO SAID EASTERLY LINE OF A POWER LINE EASEMENT; THENCE N. 09° 34' 14" E., ALONG SAID EASTERLY LINE A DISTANCE OF 186.99 FEET, THENCE LEAVING SAID EASTERLY LINE PROCEED N. 80° 25' 46" W., A DISTANCE OF 203.00 FEET TO THE EASTERLY RIGHT OF WAY OF COUNTY ROAD 468, THENCE N. 09° 34' 14" E., ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

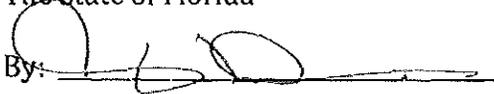
2. Buyer's entity status as reflected in this affidavit and the other closing documents is true and correct. If an entity, the Buyer is in current good standing. There are no actions, proceedings or other matters pending against the Buyer or in which the Buyer is a party including proceedings in bankruptcy, receivership or insolvency, nor are

there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon said Property or that could attach to the Property prior to the recording of the interests to be insured, and Buyer has not and will not execute any instrument (nor permit any action to be taken) that would adversely affect the title or interests to be insured. .

3. To the best of Buyer's knowledge, information, and belief: (a) within the past 90 days there have been no improvements, alterations, or repairs to the above described property for which the costs thereof remain unpaid, and that within the past 90 days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid; (b) there are no actual or potential mechanic's, materialmen's, or laborer's liens against the property; (c) there are no tenancies, leases or other occupancies (oral or written) affecting the property; and (d) no other person or entity has any contract to purchase, option to purchase, right of first refusal, or other potential claim of right to purchase the Property.
4. Buyer knows of no violations of municipal ordinances pertaining to the Property, or any action or proceeding relating to the Property which is pending in any court, or governmental agency action nor does the Buyer know of any judgment, tax lien, or other matter of any nature whatsoever which could or does create a cloud on the title to the Property.
5. This Affidavit is given for the purpose of clearing any possible question or objection to the title to the above Property and, for the purpose of inducing **The Hogan Law Firm LLC** and **Old Republic National Title Insurance Company** to issue title insurance on the Property, with the knowledge that said companies are relying upon the statements set forth herein.
6. Buyer hereby holds **The Hogan Law Firm LLC** and **Old Republic National Title Insurance Company** harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. Buyer is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Buyer has read, or heard read, the full facts of this Affidavit and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

SUMTER COUNTY, a political subdivision of
The State of Florida

By: 

Garry Breeden, Chairman
Sumter County Board of County Commissioners

STATE OF FLORIDA)
COUNTY OF SUMTER)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Garry Breeden, Chairman, Sumter County Board of County Commissioners**, who is personally known to me or who produced _____ as identification and who did/did not take an oath and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed on 15 day of August, 2012.

(SEAL)



Connie Webb

Notary Public

CONNIE WEBB

Notary Name Printed

44.00



THIS INSTRUMENT PREPARED BY AND RETURN TO:
DEBORAH HOGAN, ESQ.
THE HOGAN LAW FIRM, LLC
20 S. Broad Street
Post Office Box 485
Brooksville, Florida 34605-0485
(352) 799-8423

Parcel I.D.#:G26-005

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

TRUSTEE'S DEED

Conveyance made as a result of proposed condemnation by Grantee;
Documentary stamps not collectable pursuant to section 12B-4.014, Florida Administrative Code

This Trustee's Deed made this 16th day of August, 2012 by and between **DARYL M. CARTER, as Trustee under the provisions of an unrecorded Land Trust Agreement dated April 30, 2007 and known as the CARTER-SUMTER 2444 HIGHWAY 468 LAND TRUST**, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, converse and to sell, lease, encumber and to otherwise manage and dispose of the property, whose mailing address is 3333 S. Orange Avenue, Suite 200, Orlando, Florida 32806-8500, hereinafter "**Grantor**;" to **SUMTER COUNTY**, a political subdivision of the State of Florida, whose mailing address is 7375 Powell Road Wildwood, Florida, 34795, hereinafter "**Grantee**."

WITNESSETH, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, Grantor hereby grants, bargains, sells, conveys and confirms unto Grantee all of the following real property in Sumter County , Florida :

Parcel 1:

FEE SIMPLE OWNERSHIP

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE N. 00° 30' 06" E., ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ A DISTANCE OF 1152.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N. 00° 30' 06" E., ALONG SAID EAST LINE A DISTANCE OF 70.00 FEET TO THE EXISTING SOUTHERLY PROGRESS ENERGY POWER LINE EASEMENT LINE; THENCE N. 63° 16' 42" E., ALONG SAID SOUTHERLY EASEMENT LINE A DISTANCE OF 529.89 FEET TO THE CUSP OF A CURVE BEING CONVAVE NORTHWESTERLY AND HAVING A RADIUS OF 1331.36 FEET AND A CENTRAL ANGLE OF 17° 35' 24"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF

408.73 FEET, SAID ARC HAVING A CHORD BEARING OF S. 54° 29' 00" W., AND A CHORD DISTANCE OF 407.13 FEET; THENCE S. 63° 16' 42" W., A DISTANCE OF 159.57 FEET TO THE POINT OF BEGINNING.

Parcel 2:

WRA B

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE N. 00° 30' 06" E., ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 26, A DISTANCE OF 1304.60 FEET TO A POINT ON THE PROPOSED CENTERLINE OF COUNTY ROAD 468. THENCE N. 63° 16' 42" E., ALONG SAID CENTERLINE A DISTANCE OF 90.00 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1196.11 FEET AND A CENTRAL ANGLE OF 43° 07' 04"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE A DISTANCE OF 900.13 FEET; SAID ARC HAVING A CHORD BEARING OF N. 41° 43' 10" E., AND A CHORD DISTANCE OF 879.04 FEET; LEAVING SAID CENTERLINE THENCE S. 68° 24' 08" E. ALONG A RADIAL LINE A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 468; THENCE S. 68° 24' 08" E., ON A RADIAL LINE, A DISTANCE OF 37.11 FEET; THENCE N. 84° 32' 29" E. A DISTANCE OF 447.36 FEET; THENCE N. 22° 09' 30" E. A DISTANCE OF 122.39 FEET; THENCE N. 58° 24' 13" E. A DISTANCE OF 128.38 FEET; THENCE N. 80° 26' 21" E. A DISTANCE OF 258.44 FEET; THENCE S. 09° 36' 02" E. A DISTANCE OF 45.70 FEET; THENCE S. 78° 28' 29" W. A DISTANCE OF 173.11 FEET; THENCE S. 26° 58' 33" E. A DISTANCE OF 234.85 FEET; THENCE S. 12° 55' 35" E. A DISTANCE OF 244.22 FEET; THENCE N. 77° 08' 40" E., A DISTANCE OF 61.60 FEET; THENCE S 12° 51' 20" E. A DISTANCE OF 14.00 FEET; THENCE S. 77° 08' 40" W. A DISTANCE OF 61.58 FEET; THENCE S. 12° 55' 35" E. A DISTANCE OF 15.00 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 84° 36' 50"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 88.61 FEET, SAID ARC HAVING A CHORD BEARING OF S. 29° 22' 50" W. AND A CHORD DISTANCE OF 80.77 FEET; THENCE S. 71° 41' 15" W. A DISTANCE OF 118.90 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 97° 05' 58"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 127.10 FEET, SAID ARC HAVING A CHORD BEARING OF N. 59° 45' 46" W. AND A CHORD DISTANCE OF 112.43 FEET; THENCE N. 11° 12' 47" W. A DISTANCE OF 236.84 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE WESTERLY AND

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HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 20° 40' 49"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 61.36 FEET, SAID ARC HAVING A CHORD BEARING OF N. 21° 33' 11" W. AND A CHORD DISTANCE OF 61.03 FEET; THENCE N. 31° 53' 36" W. A DISTANCE OF 42.15 FEET; THENCE S. 88° 26' 47" W. A DISTANCE OF 218.47 FEET; THENCE S. 84° 32' 29" W. A DISTANCE OF 366.90 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF COUNTY ROAD 468, SAID POINT BEING ON A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1261.11 FEET AND A CENTRAL ANGLE OF 03° 25' 23"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 75.34 FEET TO THE POINT OF BEGINNING; SAID CURVE HAVING A CHORD BEARING OF N. 21° 56' 46" E. AND A CHORD DISTANCE OF 75.33 FEET.

Parcel 3:

WRA C

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE N. 00° 30' 06" E., ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 26, A DISTANCE OF 1304.60 FEET TO A POINT ON THE PROPOSED CENTERLINE OF COUNTY ROAD 468; THENCE N. 63° 16' 42" E., ALONG SAID CENTERLINE A DISTANCE OF 90.00 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1196.11 FEET AND A CENTRAL ANGLE OF 53° 42' 28"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE A DISTANCE OF 1121.21 FEET TO THE POINT OF TANGENCY; SAID ARC HAVING A CHORD BEARING OF N. 36° 25' 28" E., AND A CHORD DISTANCE OF 1080.61 FEET; THENCE N. 09° 34' 14" E., A DISTANCE OF 811.05 FEET; THENCE LEAVING SAID CENTERLINE S. 80° 25' 46" E., A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING. SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 468; THENCE S. 80° 25' 46" E., A DISTANCE OF 203.00 FEET TO THE EASTERLY EASEMENT LINE OF A PROGRESS ENERGY POWER LINE EASEMENT BEING 100 FEET WIDE; THENCE N. 09° 34' 14" E., ALONG SAID EASTERLY LINE, A DISTANCE OF 58.27 FEET; THENCE LEAVING SAID EASTERLY LINE PROCEED S. 80° 25' 46" E., A DISTANCE OF 153.20 FEET; THENCE S. 41° 13' 40" E., A DISTANCE OF 201.57 FEET; THENCE S. 22° 21' 27" E., A DISTANCE OF 234.98 FEET; THENCE S. 67° 38' 33" W., A DISTANCE OF 248.59 FEET; THENCE N. 22° 21' 27" W., A DISTANCE OF 186.22 FEET; THENCE N. 80° 25' 46" W., A DISTANCE OF 124.22 FEET TO SAID EASTERLY LINE OF A POWER LINE EASEMENT; THENCE N. 09° 34' 14" E., ALONG SAID EASTERLY LINE A DISTANCE OF 186.99 FEET, THENCE LEAVING SAID EASTERLY LINE PROCEED

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N. 80° 25' 46" W., A DISTANCE OF 203.00 FEET TO THE EASTERLY RIGHT OF WAY OF COUNTY ROAD 468, THENCE N. 09° 34' 14" E., ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

THIS PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR.

TO HAVE AND TO HOLD the same unto Grantee in fee simple forever.

AND Grantor does represent that Grantor is duly appointed and qualified to act as Trustee under the Trust identified in the first paragraph above; that in all things preliminary to and in and about this conveyance of the Real Property, the terms and conditions of such Trust have been met; and that Grantor has the power and authority to execute this Deed.

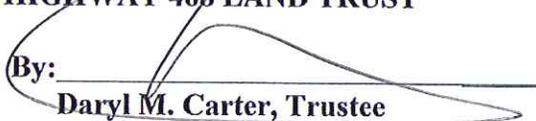
AND Grantor hereby covenants with Grantee that the Property is free and clear of all liens and encumbrances except for (i) taxes for 2012 and subsequent years, (ii) covenants, restrictions and public utility easements of record, and (iii) all other matters of record; that Grantor is lawfully seized of the property in fee simple; that Grantor has good and lawful authority to sell and convey the Property; and that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantor but against none other.

Wherever used herein, the terms "Grantor" and "Grantee" shall be deemed to include the parties to this Special Warranty Deed and the successors and assigns of each. The singular shall be deemed to include the plural, and vice versa, where the context so permits.

IN WITNESS WHEREOF, Grantor has executed this Trustee's Deed as of the day and year first above written.

Signed, sealed and delivered in the Presence of:

**DARYL M. CARTER, TRUSTEE OF
THE CARTER-SUMTER 2444
HIGHWAY 468 LAND TRUST**

By: 
Daryl M. Carter, Trustee


Witness
Joan M. Fisher
Printed Name of Witness


Witness
Emily Brown
Printed Name of Witness

STATE OF FLORIDA)
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day personally appeared before me, Daryl M. Carter, as Trustee of the Carter-Sumter 2444 Highway 468 Land Trust, who is personally known to me ~~or who~~ ~~produced~~ _____ as identification and who did/~~did not~~ take an oath and he/~~she~~ acknowledged before me that he/~~she~~ executed the same freely and voluntarily for the purposes therein expressed on 15th day of August, 2012.

(SEAL)



JOAN M. FISHER
MY COMMISSION # DD 892842
EXPIRES: July 16, 2013
Bonded Thru Budget Notary Services

Joan M. Fisher
Notary Public

Joan M. Fisher
Notary Name Printed

My Commission Expires:



OWNER'S POLICY OF TITLE INSURANCE (with Florida Modifications)

Policy Number **OXFL-08105217**

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

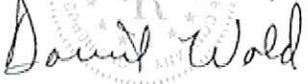
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Issued through the Office of:
HOGAN LAW FIRM
20 SOUTH BROAD STREET
BROOKSVILLE, FL 34601
Phone: 352-799-8423

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111


Authorized Signature

By  President
Attest  Secretary

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.-

2. CONTINUATION OF INSURANCE

- (a) The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in



SCHEDULE A

Name and Address of Title Insurance Company:
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
400 Second Avenue South
Minneapolis, MN 55401-2499

ORT File No.: 12025485

Policy Number: OXFL-08105217

Agent File No.: 12-065

Address Reference: FL

Amount of Insurance: \$1,381,364.00

Premium: \$6,028.50

Date of Policy: August 22, 2012 at 9:58 am

1. Name of Insured:
Sumter County, a political subdivision of the State of Florida
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
Sumter County, a political subdivision of the State of Florida
4. The Land referred to in this Policy is described as follows:
See Attached Legal Description

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes: encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.
2. Rights or claims of parties in possession.
3. Construction, Mechanic's, Contractor's or Materialmen's lien claims, if any, where no notice thereof appears of record.
4. Easements or claims of easements not shown by the public records.
5. General or special taxes and assessments required to be paid in the year 2012, and subsequent years, which are not yet due and payable.
6. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
7. Easement in favor of Florida Power Corporation recorded in Deed Book 151, Page 546.
8. Impact Fee Credit Agreement For Proportionate Share Contributions Associated With Phase 1A of the Southern Oaks Development of Regional Impact recorded in O.R. Book 2420, Page 237.
9. Rights of tenants in possession, as tenants only, under any unrecorded lease(s).

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Parcel 1:

FEE SIMPLE OWNERSHIP

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE N. 00° 30' 06" E., ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ A DISTANCE OF 1152.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N. 00° 30' 06" E., ALONG SAID EAST LINE A DISTANCE OF 70.00 FEET TO THE EXISTING SOUTHERLY PROGRESS ENERGY POWER LINE EASEMENT LINE; THENCE N. 63° 16' 42" E., ALONG SAID SOUTHERLY EASEMENT LINE A DISTANCE OF 529.89 FEET TO THE CUSP OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1331.36 FEET AND A CENTRAL ANGLE OF 17° 35' 24"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 408.73 FEET, SAID ARC HAVING A CHORD BEARING OF S. 54° 29' 00" W., AND A CHORD DISTANCE OF 407.13 FEET; THENCE S. 63° 16' 42" W., A DISTANCE OF 159.57 FEET TO THE POINT OF BEGINNING.

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Commitment for Title Insurance (with Florida Modifications)

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The company will provide a sample of the policy form upon request.

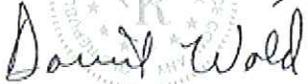
This Commitment shall not be valid or binding until countersigned by an authorized office of the Company or an agent of the Company.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of:
HOGAN LAW FIRM
20 SOUTH BROAD STREET
BROOKSVILLE, FL 34601
Phone: 352-799-8423


Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request



Old Republic National Title Insurance Company
1410 N. Westshore Blvd. Ste. 800
Tampa, Florida 33607

Revised Date: August 06, 2012 3:21 pm

SCHEDULE A

FILE NO.: 12025485 PJG
Agent File # 12-065

County: Sumter

1. Effective Date: July 26, 2012 at 8:00 A.M.

2. Policies to be Issued: Proposed Amount of Insurance:

(a) ALTA 2006 OWNER'S POLICY (with Florida Modifications)	Amount: \$1,381,364.00
Proposed Insured:	Premium: \$

Sumter County, Florida, a political subdivision of the State of Florida

(b) ALTA 2006 LOAN POLICY (with Florida Modifications)	Amount: N/A
Proposed Insured:	Premium: \$

N/A

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Daryl M. Carter, Trustee of the Carter-Sumter 2444 Highway 468 Land Trust

5. The land referred to in this Commitment is described as follows:

See Attached Legal Description

**SCHEDULE B - SECTION I
REQUIREMENTS**

Requirements:

1. Payment of the full consideration to, or for the account, of, the grantors or mortgagors.
2. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:
 - a) Warranty Deed from Daryl M. Carter, joined by spouse if married, or including non-homestead language, individually and as Trustee of the Carter-Sumter 2444 Highway 468 Land Trust to the proposed insured.
3. Other instruments which must be properly executed, delivered and duly filed for record, and/or other matters which must be furnished to the company:
 - a) Intentionally deleted..
 - b) Submit proof that all municipal charges and assessments and all municipal service charges for water, sewer and waste collection, if any, are paid.

NOTE: All recording references in this commitment/policy shall refer to the Public Records of Sumter County, unless otherwise noted.

SCHEDULE B SECTION II IS CONTINUED ON AN ADDED PAGE

SCHEDULE B - SECTION II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.
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Note: Taxes for the year 2012 became a lien on the land January 1st although not due or payable until November 1st of said year. Taxes for the year 2011 in the amount of \$165.00 are Paid. Tax ID Number G26-005.

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