

DEP - Greenway
Trails

ACQUISITIONS/DONATIONS

DATE 11/19/98

ADF/RBE NAME: MICCO SUKEE CANOPY ROAD GREENWAY

- ☒ Verify information on deed transmittal memo with information found in agenda certificate;
- ☒ Verify that deed & title policy match legal description / OR book & page;
- ☒ Prepare deed & title policy for scanning (clip deed & title policy together & write the BLA Review # on deed, as well as, STR if needed);
- ☒ Make a copy of deed for SOLI revisions, write all data information needed for SOLI on deed;
- ☒ Assign SOLI Parcel Number, and enter/update SOLI thru EXTRA! program;
- ☐ Request SOLI printout for SOLI Updates book;
- ☒ Index deed on 3 1/2" x 5" card;
- ☒ File index card in vault with Agency Deed Index cards OR file with Reconveyance index cards;
- ☒ NA Transmit copy of deed package to Div of Rec & Parks (if managing agency);
- ☒ Prepare file folder with project name, "ADF" & agency code, or "RBE" for scanning;
- ☒ OUTCARD FOR DAY-FORWARD SCANNING; and,
- ☒ no Put deed in Agency Deed File (ADF) folder/cabinet or in reconveyance volume after scanning.

SOLI# 37-0951.0

SECTION(S)

TOWNSHIP(S)

RANGE(S)

12, 13, 14, 15

1N

1E

BLA REVIEW # 97-4247

OR BOOK, PAGE OR 2175, Pg 459

COST / CONSIDERATION \$ 4,050,000.00

ACREAGE 501.40 acres

AND SEC 7, 1N, 2E ; SEC 4, 5, 8 1N, 2E

Memorandum

Florida Department of
Environmental Protection

October 8, 1998

To: Kathy Miklus, Planning Manager
Title and Land Records Section (MS 108)

From: Lynda Chiapputo, Senior Acquisition Review Agent
Bureau of Land Acquisition

Re: Project: Miccosukee Canopy Road Greenway
Seller: Mettler / *The Trust for Public*
BLA Review No.: 97-4247 *LAND*

Attached are the following documents for the above referenced project:

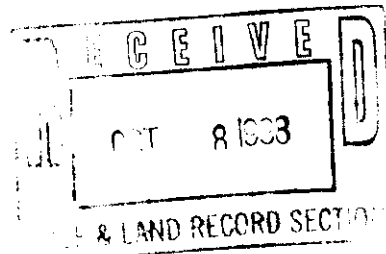
<u>X</u>	Original Warranty Deed	Date Closed: 05/05/98
<u>X</u>	Title Policy	Closing Price: \$4,050,000.00
___	Certified Survey	Acreage: 501.40
___	Other	

Date of Cabinet Approval: February 24, 1998 ✓

Project to be managed by: Leon County

Received by: *Anthony P. Lyons*
Title and Land Records Section

Date: 10/9/1998



* Please return a signed copy of memo to Patty Byrd as acknowledgment of receipt.

cc: BPLA (MS 130)
Closing File

This Instrument Prepared by:
Harvey A. Abrams, Esq.
The Trust for Public Land
306 North Monroe Street
Tallahassee, Florida 32301

R = 97-4247

Return to:
Stewart Title of Tallahassee, Inc.
3301 Thomasville Road, Suite 202
Tallahassee, Florida 32312

Property Appraiser's Parcel Identification Number:
11-14-20-901-0000

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Documentary Tax Paid
\$ 76
Dave Lang, Clerk, Leon County
Deputy Clerk

WARRANTY DEED

(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE, made this 5th day of May, A.D. 1998, between **THE TRUST FOR PUBLIC LAND**, a charitable nonprofit California corporation, whose address is 306 North Monroe Street, Tallahassee, Florida 32301, of the County of Leon, in the State of Florida, ("Grantor"), and **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, whose address is 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000 ("Grantee"),

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "Grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's successors and assigns forever, the following described land situate, lying and being in Leon County, Florida, to-wit:

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

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

A portion of the property described in Exhibit "A" consists of corridors reserved for roadways. For purposes of this conveyance, the reserved roadways shall be deemed donations to the Grantee, for which no consideration was paid.

THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO CHAPTER 201.02(6) FLORIDA STATUTES

ADF 74900649

SUBJECT TO applicable restrictions, reservations, easements, roadways and covenants of record, if any now exist, but any such interests that may have been terminated are not hereby reimposed.

Grantor hereby reserves a perpetual, nonexclusive easement for vehicular and pedestrian ingress and egress across lands herein conveyed to the Grantee for access to the retained lands of Grantor, which are situated adjacent to the Testarina Primitive Baptist Church (the "Church Easement"). The Church Easement is more particularly described in Exhibit "B". It is the express intent of this reservation to provide vehicular and pedestrian access between the property owned by Testarina Primitive Baptist Church and the proposed northerly extension of Arendell Way, the final location of which extension has not yet been determined.

Any and all rights associated with the Church Easement are expressly contingent upon the construction and opening of an extension of Arendell Way on the northerly side of Miccosukee Road. The rights reserved herein for ingress and egress shall not be deemed vested in Grantor, its successors or assigns, until such time as said extension of Arendell Way is open to the public. Furthermore, the rights reserved herein shall extend only to the westerly right of way of the proposed Arendell Way extension, notwithstanding the description of the Church Easement in Exhibit "B", and any and all rights associated with that part of the Church Easement lying northeasterly of the Arendell Way extension shall revert to the Grantee, its successor or assigns, at the time the Church Easement becomes vested. In the event the rights herein reserved for the Church Easement do not vest within 90 years from the date of delivery of this deed, then this reservation shall be invalid and of no further force or legal effect in accordance with Section 689.225, Florida Statutes.

Grantor further reserves a perpetual, nonexclusive easement for pedestrian ingress and egress for access over and across a portion of the lands herein conveyed to a cemetery, retained by Grantor, and situated easterly of the proposed northerly extension of Dempsey Mayo Road (the "Cemetery Easement"). The Cemetery Easement is more particularly described in Exhibit "C". It is the express intent of this reservation to provide pedestrian access between the cemetery and Miccosukee Road, with the majority of the Cemetery Easement falling within the proposed northerly extension of Dempsey Mayo Road.

AND the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the Grantor has hereunto set Grantor's hand and seal, the day and year first above written.

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Signed, sealed and delivered
in the presence of:

Signature SARA F BRUNGER
Printed Signature
Signature Cheryl A. Vickers
Printed Signature

THE TRUST FOR PUBLIC LAND, a charitable
nonprofit California corporation

By: W. Dale Allen
Name: W. Dale Allen
Title: Vice President
306 North Monroe Street
Tallahassee, FL 32301

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this 5th day of May, 1998, by W. Dale Allen, Vice President of The Trust for Public Land, a charitable nonprofit California corporation, on behalf of the corporation. Such person (Notary Public must check applicable box):

- ☒ [X] is personally known to me.
☐ [] produced a current driver license.
☐ [] produced _____ as identification.

(NOTARY PUBLIC SEAL)

Cheryl A. Vickers
Notary Public



Cheryl A. Vickers
MY COMMISSION # CC557533 EXPIRES
September 24, 2000
BONDED THRU TROY PAUL INSURANCE, INC.

(Printed, Typed or Stamped Name of
Notary Public)
Commission No.: _____
My Commission Expires: _____

F:\USERS\CHERYL\PROJECTS\POWERHU\STATE\DEED.ST(4-30-98)

APPROVED
AS TO FORM AND LEGALITY

OCT 6 1998

By: Peter Fodor
(DEP Attorney)

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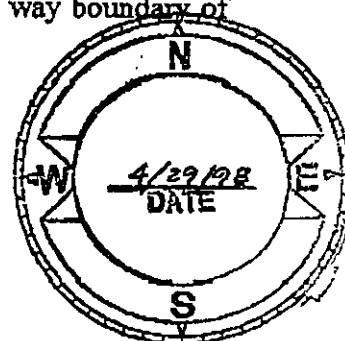
EXHIBIT "A"



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A tract of land lying in Sections 12, 13, 14, and 15, Township 1 North, Range 1 East, and Section 7, Township 1 North, Range 2 East, Leon County, Florida, more particularly described as follows:

Commence at a concrete monument marking the Southwest corner of said Section 15, and run South 89 degrees 56 minutes 31 seconds East 2267.07 feet to a City of Tallahassee iron pin lying on a curve concave to the Southwest on the Easterly right of way boundary of Fleischman Road as described in Official Records Book 1376, page 485 of the Public Records of Leon County, Florida for the Point of Beginning. From said Point of Beginning run Northwesterly along said right of way curve with a radius of 592.25 feet, through a central angle of 48 degrees 18 minutes 58 seconds, for an arc distance of 499.43 feet (the chord of said arc being North 42 degrees 38 minutes 26 seconds West 484.77 feet) to a concrete monument #3562, thence leaving said right of way boundary run North 80 degrees 22 minutes 51 seconds East 855.01 feet to an iron pipe #LB732, thence South 89 degrees 56 minutes 31 seconds East 1104.46 feet to an iron pipe #LB732, thence North 53 degrees 54 minutes 58 seconds East 1374.69 feet to an iron pipe #LB732, thence North 64 degrees 11 minutes 03 seconds East along a line 800 feet Northwesterly of and parallel with the centerline of the 66 foot right of way of Miccosukee Road a distance of 310.00 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said parallel line and said curve with a radius of 6529.65 feet, through a central angle of 02 degrees 04 minutes 11 seconds, for an arc distance of 235.88 feet to an iron pipe #LB732 in a fence line, thence South 44 degrees 02 minutes 19 seconds East along said fence line 428.35 feet to an iron pipe #LB732, thence North 67 degrees 26 minutes 03 seconds East along a line 400 feet Northwesterly of and parallel with the centerline of the 66 foot right of way of said Miccosukee Road a distance of 1262.18 feet to an iron pipe #LB732, thence North 12 degrees 21 minutes 12 seconds East 698.86 feet to an iron pipe #LB732 on the approximate 94 foot contour of Dove Lake, thence North 73 degrees 06 minutes 18 seconds East 371.39 feet to an iron pipe #LB732, thence North 15 degrees 38 minutes 10 seconds East 520.46 feet to an iron pipe #LB732, thence North 88 degrees 40 minutes 44 seconds East 1795.91 feet to an iron pipe #LB732, thence Northeasterly along a line 525 feet Northwesterly of and parallel with the centerline of the 66 foot right of way of said Miccosukee Road as follows: North 61 degrees 19 minutes 03 seconds East 2274.49 feet to an iron pipe #LB732 marking a point of curve to the left, thence along said curve with a radius of 22,393.60 feet, through a central angle of 00 degrees 50 minutes 00 seconds, for an arc distance of 325.70 feet, thence North 60 degrees 29 minutes 03 seconds East 319.71 feet to an iron pipe #LB732, thence leaving said parallel line run South 29 degrees 30 minutes 57 seconds East 75.00 feet to an iron pipe #LB732, thence North 60 degrees 29 minutes 03 seconds East along a line 450 feet from and parallel with the centerline of the 66 foot right of way of said Miccosukee Road a distance of 2899.39 feet to an iron pipe #LB732, thence leaving said parallel line run North 27 degrees 04 minutes 18 seconds West 631.45 feet to an iron pipe #LB732, thence North 15 degrees 18 minutes 33 seconds West 912.77 feet to an iron pipe #LB732 lying on a curve concave to the South on the Southerly right of way boundary of

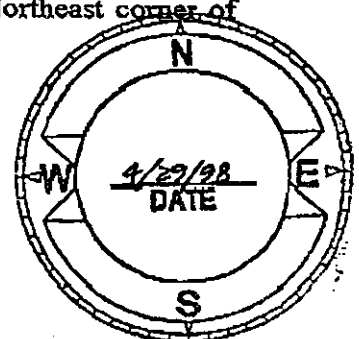


Interstate 10 (State Road No. 8), thence Southeasterly along said right of way boundary as follows: along said curve with a radius of 3669.83 feet, through a central angle of 09 degrees 25 minutes 01 second, for an arc distance of 603.16 feet (the chord of said arc being South 84 degrees 35 minutes 48 seconds East 602.48 feet) to a Florida Department of Transportation iron pin, thence South 71 degrees 02 minutes 53 seconds East 384.10 feet to a Florida Department of Transportation iron pin, thence South 72 degrees 25 minutes 48 seconds East 381.02 feet to a Florida Department of Transportation iron pin lying on a curve concave to the Southwest, thence Southeasterly along said curve with a radius of 3639.83 feet, through a central angle of 14 degrees 59 minutes 44 seconds, for an arc distance of 952.63 feet (the chord of said arc being South 60 degrees 26 minutes 27 seconds East 949.91 feet) to a Florida Department of Transportation iron pin, thence South 53 degrees 10 minutes 30 seconds East 155.68 to an iron pipe #LB732 on the Northwesterly limited access right of way boundary of said Miccosukee Road, thence leaving the right of way boundary of said Interstate 10 run South 53 degrees 23 minutes 35 seconds West along said limited access right of way boundary of Miccosukee Road a distance of 204.40 feet to an iron pipe #LB732, thence South 60 degrees 25 minutes 06 seconds West along said limited access right of way boundary 600.00 feet to a Florida Department of Transportation iron pin, thence South 29 degrees 34 minutes 54 seconds East along said limited access right of way boundary 37.89 feet to an iron pipe #LB732 on the Northwesterly boundary of the 66 foot right of way of said Miccosukee Road, thence South 60 degrees 29 minutes 03 seconds West along said right of way boundary 1891.27 feet to an iron pipe #LB732, thence leaving said right of way boundary run North 29 degrees 30 minutes 57 seconds West 298.05 feet to an iron pipe #LB732, thence South 60 degrees 29 minutes 03 seconds West 1068.07 feet to an iron pipe #LB732, thence South 35 degrees 33 minutes 45 seconds East 299.72 feet to an iron pipe #LB732 on the Northwesterly boundary of the 66 foot right of way of said Miccosukee Road, thence Southwesterly along said right of way boundary as follows: South 60 degrees 29 minutes 03 seconds West 1298.25 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said curve with a radius of 22,885.60 feet, through a central angle of 00 degrees 50 minutes 00 seconds, for an arc distance of 332.86 feet to an iron pipe #LB732, thence South 61 degrees 19 minutes 03 seconds West 3588.03 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said curve with a radius of 5696.65 feet, through a central angle of 06 degrees 07 minutes 00 seconds, for an arc distance of 608.15 feet to an iron pipe #LB732, thence South 67 degrees 26 minutes 03 seconds West 2189.20 feet to an iron pipe #LB732 marking a point of curve to the left, thence along said curve with a radius of 5762.65 feet, through a central angle of 03 degrees 15 minutes 00 seconds, for an arc distance of 326.88 feet to an iron pipe #LB732, thence South 64 degrees 11 minutes 03 seconds West 1481.39 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said curve with a radius of 11,426.30 feet, through a central angle of 01 degree 16 minutes 42 seconds, for an arc distance of 254.92 feet to an iron pipe #LB732, thence leaving said right of way boundary run North 83 degrees 51 minutes 05 seconds West 377.00 feet to an iron pipe #LB732, thence South 89 degrees 46 minutes 04 seconds West 320.17 feet to an iron pipe #LB732, thence South 87 degrees 12 minutes 44 seconds West 312.00 feet to an iron pipe, thence South 00 degrees 00 minutes 45 seconds West 23.68 feet to a concrete monument marking the Northeast corner of

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Forest Commons, an unrecorded subdivision described in Official Records Book 966, page 208 of the Public Records of Leon County, Florida, thence North 89 degrees 56 minutes 31 seconds West along the North boundary of said Forest Commons Subdivision a distance of 72.27 feet to a City of Tallahassee iron pin marking the Southeast corner of property deeded to the City of Tallahassee in Official Records Book 1476, page 690 of the Public Records of Leon County, Florida, said iron pin lying on a curve concave to the West, thence along the boundaries of said property as follows: Northwesterly along said curve with a radius of 1293.69 feet, through a central angle of 15 degrees 48 minutes 12 seconds, for an arc distance of 356.83 feet (the chord of said arc being North 16 degrees 57 minutes 57 seconds West 355.70 feet) to a City of Tallahassee iron pin, thence South 65 degrees 07 minutes 16 seconds West 300.00 feet to a City of Tallahassee iron pin lying on a curve concave to the West, thence Southeasterly along said curve with a radius of 993.69 feet, through a central angle of 13 degrees 00 minutes 38 seconds, for an arc distance of 225.64 feet (the chord of said arc being South 18 degrees 21 minutes 32 seconds East 225.16 feet) to a City of Tallahassee iron pin on the North boundary of said Forest Commons Subdivision, thence North 89 degrees 56 minutes 31 seconds West along said boundary 394.92 feet to the Point of Beginning.

LESS AND EXCEPT:

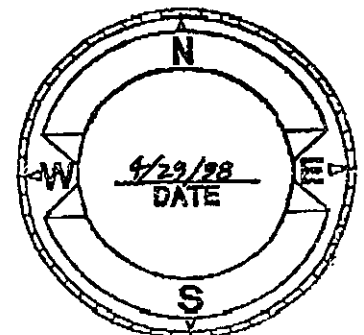
A tract of land lying in Section 14, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:

Commence at a concrete monument marking the Southwest corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida and run South 89 degrees 56 minutes 31 seconds East 2267.07 feet to a City of Tallahassee iron pin lying on a curve concave to the Southwest on the Easterly right of way boundary of Fleischman Road as described in Official Records Book 1376, page 485 of the Public Records of Leon County, Florida, thence run Northwesterly along said right of way curve with a radius of 592.25 feet, through a central angle of 48 degrees 18 minutes 58 seconds, for an arc distance of 499.43 feet (the chord of said arc being North 42 degrees 38 minutes 26 seconds West 484.77 feet) to a concrete monument #3562, thence leaving said right of way boundary run North 80 degrees 22 minutes 51 seconds East 855.01 feet to an iron pipe #LB732, thence South 89 degrees 56 minutes 31 seconds East 1104.46 feet to an iron pipe #LB732, thence North 53 degrees 54 minutes 58 seconds East 1374.69 feet to an iron pipe #LB732, thence North 64 degrees 11 minutes 03 seconds East along a line 800 feet Northwesterly of and parallel with the centerline of the 66 foot right of way of Miccosukee Road a distance of 310.00 feet to an iron pipe #LB732, thence South 15 degrees 58 minutes 19 seconds East 43.44 feet to an iron pipe #LB732 for the Point of Beginning. From said Point of Beginning continue South 15 degrees 58 minutes 19 seconds East 146.86 feet to an iron pipe #LB732, thence North 78 degrees 21 minutes 21 seconds East 163.90 feet to an iron pipe #LB732, thence North 22 degrees 56 minutes 22 seconds West 179.66 feet to an iron pipe #LB732, thence South 66 degrees 20 minutes 34 seconds West 142.92 to the Point of Beginning.

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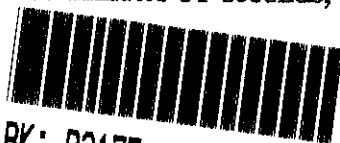
AND:

A tract of land lying in Section 7, Township 1 North, Range 2 East, Leon County, Florida, more particularly described as follows:

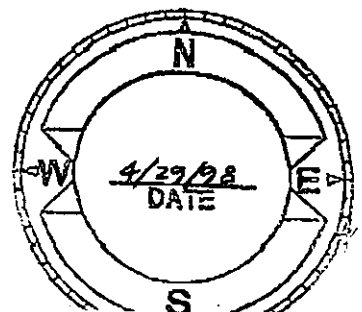
Commence at a terra cotta pipe filled with concrete marking the Southwest corner of Lot 24 of Miccosukee Meadows, an unrecorded subdivision, and also marking the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 4, Township 1 North, Range 2 East, Leon County, Florida and run North 00 degrees 08 minutes 04 seconds East along the West boundary of said Miccosukee Meadows Subdivision a distance of 2193.90 feet to an iron pipe #LB732 lying on the Southeasterly boundary of the 66 foot right of way of Miccosukee Road, said iron pipe also lying on a curve concave to the Southeast, thence Southwesterly along said right of way curve with a radius of 22,885.60 feet, through a central angle of 01 degree 27 minutes 29 seconds, for an arc distance of 582.39 feet (the chord of said arc being South 61 degrees 15 minutes 48 seconds West 582.37 feet) to an iron pipe #LB732, thence South 60 degrees 32 minutes 03 seconds West along said right of way boundary 6921.44 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said right of way curve with a radius of 22,951.60 feet, through a central angle of 00 degrees 44 minutes 00 seconds, for an arc distance of 293.76 feet to an iron pipe #LB732, thence South 61 degrees 16 minutes 03 seconds West along said right of way boundary 312.44 feet, thence leaving said right of way boundary run North 23 degrees 47 minutes 55 seconds West 66.24 feet to an iron pipe #LB732 on the Northwesterly right of way boundary of said Miccosukee Road for the Point of Beginning. From said Point of Beginning run Southwesterly along the Northwesterly boundary of said 66 foot right of way and along the Northwesterly limited access boundary of said Miccosukee Road as follows: South 61 degrees 16 minutes 03 seconds West 1448.65 feet to an iron pipe #LB732 marking a point of curve to the left, thence along said right of way curve with a radius of 11,492.30 feet, through a central angle of 02 degrees 15 minutes 00 seconds, for an arc distance of 451.30 to an iron pipe #LB732, thence South 59 degrees 01 minute 03 seconds West 435.48 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said right of way curve with a radius of 17,155.95 feet, through a central angle of 01 degree 28 minutes 00 seconds, for an arc distance of 439.16 feet to an iron pipe #LB732, thence South 60 degrees 29 minutes 03 seconds West 1133.07 feet to an iron pipe #LB732, thence North 29 degrees 34 minutes 54 seconds West 42.05 feet to an iron pipe #LB732, thence South 60 degrees 25 minutes 06 seconds West 300.00 feet to a Florida Department of Transportation iron pin, thence South 66 degrees 51 minutes 12 seconds West 402.28 feet to a Florida Department of Transportation iron pin, thence South 59 degrees 54 minutes 51 seconds West 214.05 feet to a Florida Department of Transportation iron pin on the Northeasterly right of way of Interstate 10 (State Road No. 8), thence leaving the right of way boundary of said Interstate 10 and the right of way boundary of said Miccosukee Road run North 40 degrees 11 minutes 10 seconds East 1680.00 feet to an iron pipe #LB732, thence North 60 degrees 29 minutes 03 seconds East along a line 700 feet Northwesterly of and parallel with the centerline of the 66 foot right of way boundary of said Miccosukee Road a distance of 471.29 feet to an iron pipe #LB732 marking a point of curve to the left, thence along said parallel line and said curve with a radius of 16,488.95, through a central angle of 01 degree 07 minutes 51 seconds, for an arc distance of 325.43 feet to an iron

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pipe #LB732, thence South 30 degrees 38 minutes 48 seconds East 500.00 feet to a 1/2" iron pin #LB732 in a fence line, said iron pipe lying on a curve concave to the Northwest, thence Northeasterly along a line 200 feet Northwesterly of and parallel with the centerline of the 66 foot right of way boundary of said Miccosukee Road as follows: along said curve with a radius of 16,988.95 feet, through a central angle of 00 degrees 20 minutes 09 seconds, for an arc distance of 99.58 feet (the chord of said arc being North 59 degrees 11 minutes 08 seconds East 99.58 feet) to an iron pipe #LB732, thence North 59 degrees 01 minute 03 seconds East 435.48 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said curve with a radius of 11,659.30 feet, through a central angle of 02 degrees 15 minutes 00 seconds, for an arc distance of 457.86 feet to an iron pipe #LB732, thence North 61 degrees 16 minutes 03 seconds East 1463.06 feet to an iron pipe #LB732 in a fence line, thence leaving said parallel line run South 23 degrees 47 minutes 55 seconds East along said fence line 167.62 feet to the Point of Beginning.

AND:

A tract of land lying in Sections 4, 5, 7, and 8, Township 1 North, Range 2 East, Leon County, Florida, more particularly described as follows:

Begin at a terra cotta pipe filled with concrete marking the Southwest corner of Lot 24 of Miccosukee Meadows, an unrecorded subdivision, and also marking the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 4 and run North 00 degrees 08 minutes 04 seconds East along the West boundary of said Miccosukee Meadows Subdivision a distance of 2193.90 feet to an iron pipe #LB732 lying on the Southeasterly boundary of the 66 foot right of way of Miccosukee Road, said iron pipe also lying on a curve concave to the Southeast, thence Southwesterly along said right of way curve with a radius of 22,885.60 feet, through a central angle of 01 degree 27 minutes 29 seconds, for an arc distance of 582.39 feet (the chord of said arc being South 61 degrees 15 minutes 48 seconds West 582.37 feet) to an iron pipe #LB732, thence South 60 degrees 32 minutes 03 seconds West along said right of way boundary 6921.44 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said right of way curve with a radius of 22,951.60 feet, through a central angle of 00 degrees 44 minutes 00 seconds, for an arc distance of 293.76 feet to an iron pipe #LB732, thence South 61 degrees 16 minutes 03 seconds West along said right of way boundary 920.68 feet to an iron pipe #LB732 on the Northeasterly right of way boundary of Miles Johnson Road (60 foot right of way), thence South 66 degrees 43 minutes 33 seconds East along said right of way boundary 1260.75 feet to an iron pipe #LB732 marking a point of curve to the left, thence along said right of way curve with a radius of 689.88 feet, through a central angle of 05 degrees 49 minutes 56 seconds, for an arc distance of 70.22 feet to an iron pipe #LB732, thence North 34 degrees 47 minutes 00 seconds East 1873.33 feet to an iron pipe #LB732, thence South 89 degrees 50 minutes 36 seconds East 2645.83 feet to an iron pipe #LB732, thence North 1070.05 feet to an iron pipe #LB732, thence South 89 degrees 56 minutes 38 seconds East 1334.74 feet to a terra cotta pipe filled with concrete and marking the Southeast corner of said Section 5 (also the Southwest corner of said Section 4), thence continue South 89 degrees 56 minutes 38 seconds East 1322.41 feet to the POINT OF BEGINNING.

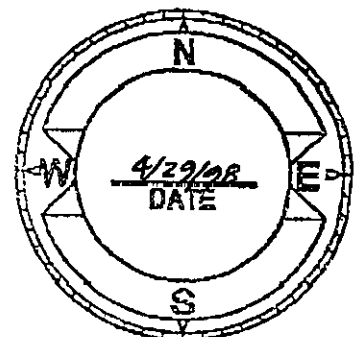
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AND:

A tract of land lying in Section 4, Township 1 North, Range 2 East, Leon County, Florida and more particularly described as follows:

Commence at a terra cotta pipe filled with concrete marking the Southeast corner of Lot 1 of Pine Tree Circle, an unrecorded subdivision, and also marking the Northeast corner of the West 1/2 of the Northeast 1/4 of said Section 4 and run South 00 degrees 30 minutes 18 seconds East along the East boundary of the West 1/2 of the Northeast 1/4 of said Section 4 a distance of 700.00 feet to a 1/2" iron pin #LB732 for the Point of Beginning. From said Point of Beginning run West 1125.70 feet to an iron pipe #LB732, thence South 34 degrees 16 minutes 03 seconds West 2337.73 feet to an iron pipe #LB732, thence Southwesterly along a line 300 feet Northwesterly of and parallel with the centerline of the 66 foot right of way of Miccosukee Road as follows: South 62 degrees 28 minutes 03 seconds West 182.09 feet to a point of curve to the left, thence along said curve with a radius of 23,218.60 feet, through a central angle of 01 degree 56 minutes 00 seconds, for an arc distance of 783.47 feet to an iron pipe #LB732, thence South 60 degrees 32 minutes 03 seconds West 399.22 feet to an iron pipe #LB732, thence leaving said parallel line run South 29 degrees 27 minutes 57 seconds East 267.00 feet to an iron pipe #LB732 lying on the Northwesterly right of way boundary of said Miccosukee Road, thence Northeasterly along said right of way boundary as follows: North 60 degrees 32 minutes 03 seconds East 399.22 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said curve with a radius of 22,951.60 feet, through a central angle of 01 degree 56 minutes 00 seconds, for an arc distance of 774.46 feet to an iron pipe #LB732, thence North 62 degrees 28 minutes 03 seconds East 321.26 feet to an iron pipe #LB732 marking a point of curve to the left, thence along said curve with a radius of 22,885.60 feet, through a central angle of 02 degrees 57 minutes 00 seconds, for an arc distance of 1178.32 feet to an iron pipe #LB732, thence North 59 degrees 31 minutes 03 seconds East 801.95 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said curve with a radius of 22,951.60 feet, through a central angle of 01 degree 23 minutes 03 seconds, for an arc distance of 554.44 feet to an iron pipe #LB732 on the East boundary of the West 1/2 of the Northeast 1/4 of said Section 4, thence leaving the right of way boundary of said Miccosukee Road run North 00 degrees 30 minutes 18 seconds West along the East boundary of the West 1/2 of the Northeast 1/4 of said Section 4 a distance of 76.27 feet to an iron pipe #LB732 lying on a curve concave to the Southeast, thence Southwesterly along said curve and along a line 100 feet Northwesterly of and parallel with the centerline of the 66 foot right of way boundary of said Miccosukee Road with a radius of 23,018.60 feet, through a central angle of 00 degrees 59 minutes 46 seconds, for an arc distance of 400.16 feet (the chord of said arc being South 60 degrees 29 minutes 40 seconds West 400.16 feet) to an iron pipe #LB732, thence North 00 degrees 30 minutes 18 seconds West 571.63 feet to an iron pipe #LB732, thence East 350.00 feet to an iron pipe #LB732 on the East boundary of the West 1/2 of the Northeast 1/4 of said Section 4, thence North 00 degrees 30 minutes 18 seconds West along said East boundary 400.00 feet to the Point of Beginning.

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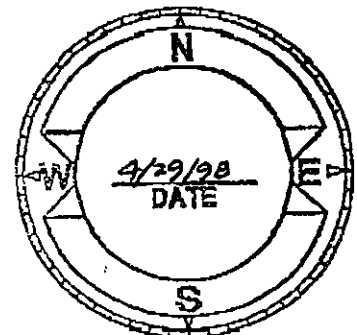


EXHIBIT "B"

A tract of land lying in Section 12, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:

Commence at a concrete monument marking the Southwest corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida and run South 89 degrees 56 minutes 31 seconds East 2267.07 feet to a City of Tallahassee iron pin lying on a curve concave to the Southwest on the Easterly right of way boundary of Fleischman Road as described in Official Records Book 1376, page 485 of the Public Records of Leon County, Florida, thence Northwesterly along said right of way curve with a radius of 592.25 feet, through a central angle of 48 degrees 18 minutes 58 seconds, for an arc distance of 499.43 feet (the chord of said arc being North 42 degrees 38 minutes 26 seconds West 484.77 feet) to a concrete monument #3562, thence leaving said right of way boundary run North 80 degrees 22 minutes 51 seconds East 855.01 feet to an iron pipe #LB732, thence South 89 degrees 56 minutes 31 seconds East 1104.46 feet to an iron pipe #LB732, thence North 53 degrees 54 minutes 58 seconds East 1374.69 feet to an iron pipe #LB732, thence North 64 degrees 11 minutes 03 seconds East along a line 800 feet Northwesterly of and parallel with the centerline of the 66 foot right of way of Miccosukee Road a distance of 310.00 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said parallel line and said curve with a radius of 6529.65 feet, through a central angle of 02 degrees 04 minutes 11 seconds, for an arc distance of 235.88 feet to an iron pipe #LB732 in a fence line, thence South 44 degrees 02 minutes 19 seconds East along said fence line 428.35 feet to an iron pipe #LB732, thence North 67 degrees 26 minutes 03 seconds East along a line 400 feet Northwesterly of and parallel with the centerline of the 66 foot right of way of said Miccosukee Road a distance of 1262.18 feet to an iron pipe #LB732, thence North 12 degrees 21 minutes 12 seconds East 698.86 feet to an iron pipe #LB732 on the approximate 94 foot contour of Dove Lake, thence North 73 degrees 06 minutes 18 seconds East 371.39 feet to an iron pipe #LB732, thence North 15 degrees 38 minutes 10 seconds East 520.46 feet to an iron pipe #LB732, thence North 88 degrees 40 minutes 44 seconds East 1795.91 feet to an iron pipe #LB732, thence Northeasterly along a line 525 feet Northwesterly of and parallel with the centerline of the 66 foot right of way of said Miccosukee Road as follows: North 61 degrees 19 minutes 03 seconds East 2274.49 feet to an iron pipe #LB732 marking a point of curve to the left, thence along said curve with a radius of 22,393.60 feet, through a central angle of 00 degrees 50 minutes 00 seconds, for an arc distance of 325.70 feet, thence North 60 degrees 29 minutes 03 seconds East 319.71 feet to an iron pipe #LB732, thence leaving said parallel line run South 29 degrees 30 minutes 57 seconds East 75.00 feet to an iron pipe #LB732, thence North 60 degrees 29 minutes 03 seconds East along a line 450 feet from and parallel with the centerline of the 66 foot right of way of said Miccosukee Road a distance of 2015.04 feet, thence leaving said line run South 29 degrees 30 minutes 57 seconds East 118.95 feet to an iron pipe #LB732 for the Point of Beginning. From said Point of Beginning continue South 29 degrees 30 minutes 57 seconds East 30.00 feet, thence North 60 degrees 29 minutes 03 seconds East 730.00 feet, thence North 29 degrees 30 minutes 57 seconds West 30.00, thence South 60 degrees 29 minutes 03 seconds West 730.00 to the Point of Beginning.

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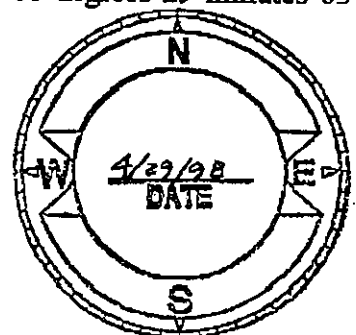


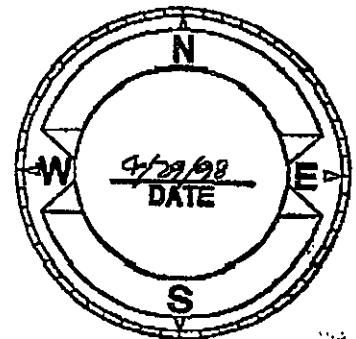
EXHIBIT "C"

A tract of land lying in Sections 14 and 15, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:
Commence at a concrete monument marking the Southwest corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida and run South 89 degrees 56 minutes 31 seconds East 2267.07 feet to a City of Tallahassee iron pin lying on a curve concave to the Southwest on the Easterly right of way boundary of Fleischman Road as described in Official Records Book 1376, page 485 of the Public Records of Leon County, Florida, thence run Northwesterly along said right of way curve with a radius of 592.25 feet, through a central angle of 48 degrees 18 minutes 58 seconds, for an arc distance of 499.43 feet (the chord of said arc being North 42 degrees 38 minutes 26 seconds West 484.77 feet) to a concrete monument #3562, thence leaving said right of way boundary run North 80 degrees 22 minutes 51 seconds East 855.01 feet to an iron pipe #LB732, thence South 89 degrees 56 minutes 31 seconds East 1104.46 feet to an iron pipe #LB732, thence North 53 degrees 54 minutes 58 seconds East 1374.69 feet to an iron pipe #LB732, thence North 64 degrees 11 minutes 03 seconds East along a line 800 feet Northwesterly of and parallel with the centerline of the 66 foot right of way of Miccosukee Road a distance of 310.00 feet to an iron pipe #LB732, thence South 15 degrees 58 minutes 19 seconds East 110.30 feet to the Point of Beginning. From said Point of Beginning continue South 15 degrees 58 minutes 19 seconds East 30.00 feet, thence South 74 degrees 01 minutes 41 seconds West 89.63 to a point lying on a curve concave to the West, thence Southerly along said curve with a radius of 1224.00 feet, through a central angle of 15 degrees 49 minutes 29 seconds, for an arc distance of 338.06 feet (the chord of said arc being South 08 degrees 59 minutes 27 seconds East 336.99 feet), thence South 01 degree 04 minutes 42 seconds East 354.01 to the Northwesterly boundary of the 66 foot right of way of said Miccosukee Road, thence South 64 degrees 11 minutes 03 seconds West along said right of way boundary 33.03 feet, thence leaving said right of way boundary run North 01 degree 04 minutes 42 seconds West 367.84 feet to a point of curve to the left, thence along said curve with a radius of 1194.00 feet, through a central angle of 17 degrees 17 minutes 19 seconds, for an arc distance of 360.28 feet, thence North 74 degrees 01 minutes 41 seconds East 120.51 feet to the Point of Beginning.

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Visit our World-Wide Web site at <http://www.stewart.com>

POLICY OF TITLE INSURANCE ISSUED BY

STEWART TITLE GUARANTY COMPANY

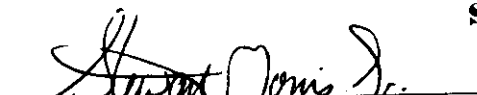
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

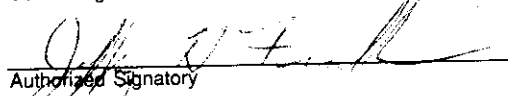
IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of the Date of Policy shown in Schedule A.

**STEWART TITLE
GUARANTY COMPANY**


Chairman of the Board

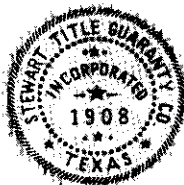

President

Countersigned:


Authorized Signatory

Company

City, State



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 which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
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 which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer, or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer, except to the extent that the results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**APPROVED
AS TO FORM AND LEGALITY**

OCT 3 1998

Page 1 of
Policy
Serial No.

0-2125-

192452

By: Peter Fodor
(DEP Attorney)

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "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 Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

CONDITIONS AND STIPULATIONS Continued
(continued and concluded from reverse side of Policy Face)

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) ~~(This paragraph removed in Florida policies.)~~

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of the Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) **The Company's Right of Subrogation.**

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) **The Company's Rights Against Non-insured Obligors.**

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

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. 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, any 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.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029.

ALTA Owner's Policy

SCHEDULE A

FILE NO.	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
97010555	O-2125-192452	October 06, 1998 @ 1:05 P.M.	\$4,050,000.00

1. Name of Insured:

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF
FLORIDA

2. The estate or interest in the land which is covered by this Policy is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in the Insured.

4. The land referred to in this policy is described as follows:

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

For Company reference Purposes Only

According to insured representation or vesting instrument(s), the street address of the property is:

Street Name:

City/State/Zip: TALLAHASSEE, FL

County: LEON

Pin/Tax #: 11-14-20-901-0000

The Company does not represent or insure the above address is accurate

STEWART TITLE
GUARANTY COMPANY

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BOOK: R2175 PAGE: 00462
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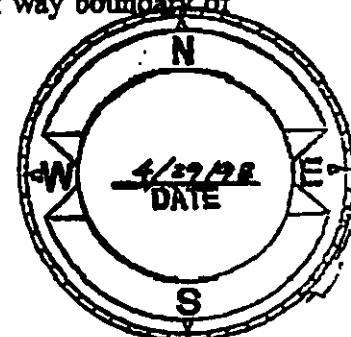


EXHIBIT "A"

BK: R2175 PG: 00462

A tract of land lying in Sections 12, 13, 14, and 15, Township 1 North, Range 1 East, and Section 7, Township 1 North, Range 2 East, Leon County, Florida, more particularly described as follows:

Commence at a concrete monument marking the Southwest corner of said Section 15, and run South 89 degrees 56 minutes 31 seconds East 2267.07 feet to a City of Tallahassee iron pin lying on a curve concave to the Southwest on the Easterly right of way boundary of Fleischman Road as described in Official Records Book 1376, page 485 of the Public Records of Leon County, Florida for the Point of Beginning. From said Point of Beginning run Northwesterly along said right of way curve with a radius of 592.25 feet, through a central angle of 48 degrees 18 minutes 58 seconds, for an arc distance of 499.43 feet (the chord of said arc being North 42 degrees 38 minutes 26 seconds West 484.77 feet) to a concrete monument #3562, thence leaving said right of way boundary run North 80 degrees 22 minutes 51 seconds East 855.01 feet to an iron pipe #LB732, thence South 89 degrees 56 minutes 31 seconds East 1104.46 feet to an iron pipe #LB732, thence North 53 degrees 54 minutes 58 seconds East 1374.69 feet to an iron pipe #LB732, thence North 64 degrees 11 minutes 03 seconds East along a line 800 feet Northwesterly of and parallel with the centerline of the 66 foot right of way of Miccosukee Road a distance of 310.00 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said parallel line and said curve with a radius of 6529.65 feet, through a central angle of 02 degrees 04 minutes 11 seconds, for an arc distance of 235.88 feet to an iron pipe #LB732 in a fence line, thence South 44 degrees 02 minutes 19 seconds East along said fence line 428.35 feet to an iron pipe #LB732, thence North 67 degrees 26 minutes 03 seconds East along a line 400 feet Northwesterly of and parallel with the centerline of the 66 foot right of way of said Miccosukee Road a distance of 1262.18 feet to an iron pipe #LB732, thence North 12 degrees 21 minutes 12 seconds East 698.86 feet to an iron pipe #LB732 on the approximate 94 foot contour of Dove Lake, thence North 73 degrees 06 minutes 18 seconds East 371.39 feet to an iron pipe #LB732, thence North 15 degrees 38 minutes 10 seconds East 520.46 feet to an iron pipe #LB732, thence North 88 degrees 40 minutes 44 seconds East 1795.91 feet to an iron pipe #LB732, thence Northeasterly along a line 525 feet Northwesterly of and parallel with the centerline of the 66 foot right of way of said Miccosukee Road as follows: North 61 degrees 19 minutes 03 seconds East 2274.49 feet to an iron pipe #LB732 marking a point of curve to the left, thence along said curve with a radius of 22,393.60 feet, through a central angle of 00 degrees 50 minutes 00 seconds, for an arc distance of 325.70 feet, thence North 60 degrees 29 minutes 03 seconds East 319.71 feet to an iron pipe #LB732, thence leaving said parallel line run South 29 degrees 30 minutes 57 seconds East 75.00 feet to an iron pipe #LB732, thence North 60 degrees 29 minutes 03 seconds East along a line 450 feet from and parallel with the centerline of the 66 foot right of way of said Miccosukee Road a distance of 2899.39 feet to an iron pipe #LB732, thence leaving said parallel line run North 27 degrees 04 minutes 18 seconds West 631.45 feet to an iron pipe #LB732, thence North 15 degrees 18 minutes 33 seconds West 912.77 feet to an iron pipe #LB732 lying on a curve concave to the South on the Southerly right of way boundary of

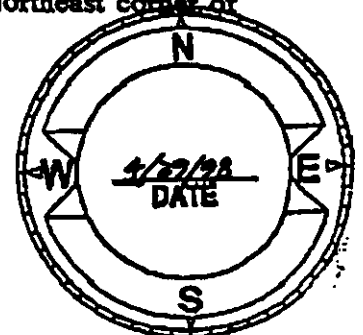


Interstate 10 (State Road No. 8), thence Southeasterly along said right of way boundary as follows: along said curve with a radius of 3669.83 feet, through a central angle of 09 degrees 25 minutes 01 second, for an arc distance of 603.16 feet (the chord of said arc being South 84 degrees 35 minutes 48 seconds East 602.48 feet) to a Florida Department of Transportation iron pin, thence South 71 degrees 02 minutes 53 seconds East 384.10 feet to a Florida Department of Transportation iron pin, thence South 72 degrees 25 minutes 48 seconds East 381.02 feet to a Florida Department of Transportation iron pin lying on a curve concave to the Southwest, thence Southeasterly along said curve with a radius of 3639.83 feet, through a central angle of 14 degrees 59 minutes 44 seconds, for an arc distance of 952.63 feet (the chord of said arc being South 60 degrees 26 minutes 27 seconds East 949.91 feet) to a Florida Department of Transportation iron pin, thence South 53 degrees 10 minutes 30 seconds East 155.68 to an iron pipe #LB732 on the Northwesterly limited access right of way boundary of said Miccosukee Road, thence leaving the right of way boundary of said Interstate 10 run South 53 degrees 23 minutes 35 seconds West along said limited access right of way boundary of Miccosukee Road a distance of 204.40 feet to an iron pipe #LB732, thence South 60 degrees 25 minutes 06 seconds West along said limited access right of way boundary 600.00 feet to a Florida Department of Transportation iron pin, thence South 29 degrees 34 minutes 54 seconds East along said limited access right of way boundary 37.89 feet to an iron pipe #LB732 on the Northwesterly boundary of the 66 foot right of way of said Miccosukee Road, thence South 60 degrees 29 minutes 03 seconds West along said right of way boundary 1891.27 feet to an iron pipe #LB732, thence leaving said right of way boundary run North 29 degrees 30 minutes 57 seconds West 298.05 feet to an iron pipe #LB732, thence South 60 degrees 29 minutes 03 seconds West 1068.07 feet to an iron pipe #LB732, thence South 35 degrees 33 minutes 45 seconds East 299.72 feet to an iron pipe #LB732 on the Northwesterly boundary of the 66 foot right of way of said Miccosukee Road, thence Southwesterly along said right of way boundary as follows: South 60 degrees 29 minutes 03 seconds West 1298.25 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said curve with a radius of 22,885.60 feet, through a central angle of 00 degrees 50 minutes 00 seconds, for an arc distance of 332.86 feet to an iron pipe #LB732, thence South 61 degrees 19 minutes 03 seconds West 3588.03 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said curve with a radius of 5696.65 feet, through a central angle of 06 degrees 07 minutes 00 seconds, for an arc distance of 608.15 feet to an iron pipe #LB732, thence South 67 degrees 26 minutes 03 seconds West 2189.20 feet to an iron pipe #LB732 marking a point of curve to the left, thence along said curve with a radius of 5762.65 feet, through a central angle of 03 degrees 15 minutes 00 seconds, for an arc distance of 326.88 feet to an iron pipe #LB732, thence South 64 degrees 11 minutes 03 seconds West 1481.39 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said curve with a radius of 11,426.30 feet, through a central angle of 01 degree 16 minutes 42 seconds, for an arc distance of 254.92 feet to an iron pipe #LB732, thence leaving said right of way boundary run North 83 degrees 51 minutes 05 seconds West 377.00 feet to an iron pipe #LB732, thence South 89 degrees 46 minutes 04 seconds West 320.17 feet to an iron pipe #LB732, thence South 87 degrees 12 minutes 44 seconds West 312.00 feet to an iron pipe, thence South 00 degrees 00 minutes 45 seconds West 23.68 feet to a concrete monument marking the Northeast corner of

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Forest Commons, an unrecorded subdivision described in Official Records Book 966, page 208 of the Public Records of Leon County, Florida, thence North 89 degrees 56 minutes 31 seconds West along the North boundary of said Forest Commons Subdivision a distance of 72.27 feet to a City of Tallahassee iron pin marking the Southeast corner of property deeded to the City of Tallahassee in Official Records Book 1476, page 690 of the Public Records of Leon County, Florida, said iron pin lying on a curve concave to the West, thence along the boundaries of said property as follows: Northwesterly along said curve with a radius of 1293.69 feet, through a central angle of 15 degrees 48 minutes 12 seconds, for an arc distance of 356.83 feet (the chord of said arc being North 16 degrees 57 minutes 57 seconds West 355.70 feet) to a City of Tallahassee iron pin, thence South 65 degrees 07 minutes 16 seconds West 300.00 feet to a City of Tallahassee iron pin lying on a curve concave to the West, thence Southeasterly along said curve with a radius of 993.69 feet, through a central angle of 13 degrees 00 minutes 38 seconds, for an arc distance of 225.64 feet (the chord of said arc being South 18 degrees 21 minutes 32 seconds East 225.16 feet) to a City of Tallahassee iron pin on the North boundary of said Forest Commons Subdivision, thence North 89 degrees 56 minutes 31 seconds West along said boundary 394.92 feet to the Point of Beginning.

LESS AND EXCEPT:

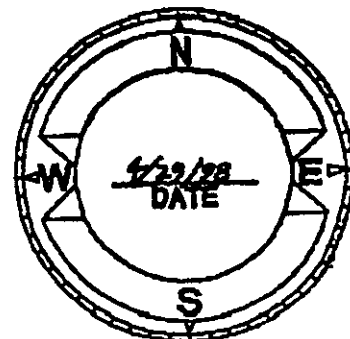
A tract of land lying in Section 14, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:

Commence at a concrete monument marking the Southwest corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida and run South 89 degrees 56 minutes 31 seconds East 2267.07 feet to a City of Tallahassee iron pin lying on a curve concave to the Southwest on the Easterly right of way boundary of Fleischman Road as described in Official Records Book 1376, page 485 of the Public Records of Leon County, Florida, thence run Northwesterly along said right of way curve with a radius of 592.25 feet, through a central angle of 48 degrees 18 minutes 58 seconds, for an arc distance of 499.43 feet (the chord of said arc being North 42 degrees 38 minutes 26 seconds West 484.77 feet) to a concrete monument #3562, thence leaving said right of way boundary run North 80 degrees 22 minutes 51 seconds East 855.01 feet to an iron pipe #LB732, thence South 89 degrees 56 minutes 31 seconds East 1104.46 feet to an iron pipe #LB732, thence North 53 degrees 54 minutes 58 seconds East 1374.69 feet to an iron pipe #LB732, thence North 64 degrees 11 minutes 03 seconds East along a line 800 feet Northwesterly of and parallel with the centerline of the 66 foot right of way of Miccosukee Road a distance of 310.00 feet to an iron pipe #LB732, thence South 15 degrees 58 minutes 19 seconds East 43.44 feet to an iron pipe #LB732 for the Point of Beginning. From said Point of Beginning continue South 15 degrees 58 minutes 19 seconds East 146.86 feet to an iron pipe #LB732, thence North 78 degrees 21 minutes 21 seconds East 163.90 feet to an iron pipe #LB732, thence North 22 degrees 56 minutes 22 seconds West 179.66 feet to an iron pipe #LB732, thence South 66 degrees 20 minutes 34 seconds West 142.92 to the Point of Beginning.

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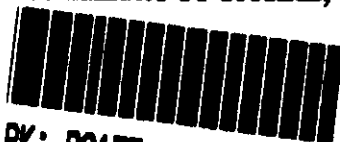
AND:

A tract of land lying in Section 7, Township 1 North, Range 2 East, Leon County, Florida, more particularly described as follows:

Commence at a terra cotta pipe filled with concrete marking the Southwest corner of Lot 24 of Miccosukee Meadows, an unrecorded subdivision, and also marking the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 4, Township 1 North, Range 2 East, Leon County, Florida and run North 00 degrees 08 minutes 04 seconds East along the West boundary of said Miccosukee Meadows Subdivision a distance of 2193.90 feet to an iron pipe #LB732 lying on the Southeasterly boundary of the 66 foot right of way of Miccosukee Road, said iron pipe also lying on a curve concave to the Southeast, thence Southwesterly along said right of way curve with a radius of 22,885.60 feet, through a central angle of 01 degree 27 minutes 29 seconds, for an arc distance of 582.39 feet (the chord of said arc being South 61 degrees 15 minutes 48 seconds West 582.37 feet) to an iron pipe #LB732, thence South 60 degrees 32 minutes 03 seconds West along said right of way boundary 6921.44 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said right of way curve with a radius of 22,951.60 feet, through a central angle of 00 degrees 44 minutes 00 seconds, for an arc distance of 293.76 feet to an iron pipe #LB732, thence South 61 degrees 16 minutes 03 seconds West along said right of way boundary 312.44 feet, thence leaving said right of way boundary run North 23 degrees 47 minutes 55 seconds West 66.24 feet to an iron pipe #LB732 on the Northwesterly right of way boundary of said Miccosukee Road for the Point of Beginning. From said Point of Beginning run Southwesterly along the Northwesterly boundary of said 66 foot right of way and along the Northwesterly limited access boundary of said Miccosukee Road as follows: South 61 degrees 16 minutes 03 seconds West 1448.65 feet to an iron pipe #LB732 marking a point of curve to the left, thence along said right of way curve with a radius of 11,492.30 feet, through a central angle of 02 degrees 15 minutes 00 seconds, for an arc distance of 451.30 to an iron pipe #LB732, thence South 59 degrees 01 minute 03 seconds West 435.48 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said right of way curve with a radius of 17,155.95 feet, through a central angle of 01 degree 28 minutes 00 seconds, for an arc distance of 439.16 feet to an iron pipe #LB732, thence South 60 degrees 29 minutes 03 seconds West 1133.07 feet to an iron pipe #LB732, thence North 29 degrees 34 minutes 54 seconds West 42.05 feet to an iron pipe #LB732, thence South 60 degrees 25 minutes 06 seconds West 300.00 feet to a Florida Department of Transportation iron pin, thence South 66 degrees 51 minutes 12 seconds West 402.28 feet to a Florida Department of Transportation iron pin, thence South 59 degrees 54 minutes 51 seconds West 214.05 feet to a Florida Department of Transportation iron pin on the Northeasterly right of way of Interstate 10 (State Road No. 8), thence leaving the right of way boundary of said Interstate 10 and the right of way boundary of said Miccosukee Road run North 40 degrees 11 minutes 10 seconds East 1680.00 feet to an iron pipe #LB732, thence North 60 degrees 29 minutes 03 seconds East along a line 700 feet Northwesterly of and parallel with the centerline of the 66 foot right of way boundary of said Miccosukee Road a distance of 471.29 feet to an iron pipe #LB732 marking a point of curve to the left, thence along said parallel line and said curve with a radius of 16,488.95, through a central angle of 01 degree 07 minutes 51 seconds, for an arc distance of 325.43 feet to an iron

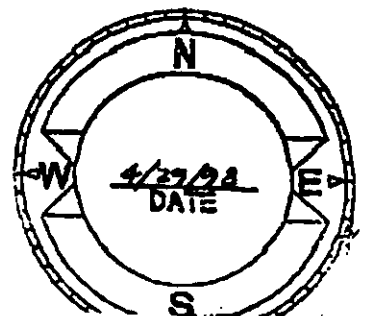
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pipe #LB732, thence South 30 degrees 38 minutes 48 seconds East 500.00 feet to a 1/2" iron pin #LB732 in a fence line, said iron pipe lying on a curve concave to the Northwest, thence Northeasterly along a line 200 feet Northwesterly of and parallel with the centerline of the 66 foot right of way boundary of said Miccosukee Road as follows: along said curve with a radius of 16,988.95 feet, through a central angle of 00 degrees 20 minutes 09 seconds, for an arc distance of 99.58 feet (the chord of said arc being North 59 degrees 11 minutes 08 seconds East 99.58 feet) to an iron pipe #LB732, thence North 59 degrees 01 minute 03 seconds East 435.48 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said curve with a radius of 11,659.30 feet, through a central angle of 02 degrees 15 minutes 00 seconds, for an arc distance of 457.86 feet to an iron pipe #LB732, thence North 61 degrees 16 minutes 03 seconds East 1463.06 feet to an iron pipe #LB732 in a fence line, thence leaving said parallel line run South 23 degrees 47 minutes 55 seconds East along said fence line 167.62 feet to the Point of Beginning.

AND:

A tract of land lying in Sections 4, 5, 7, and 8, Township 1 North, Range 2 East, Leon County, Florida, more particularly described as follows:

Begin at a terra cotta pipe filled with concrete marking the Southwest corner of Lot 24 of Miccosukee Meadows, an unrecorded subdivision, and also marking the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 4 and run North 00 degrees 08 minutes 04 seconds East along the West boundary of said Miccosukee Meadows Subdivision a distance of 2193.90 feet to an iron pipe #LB732 lying on the Southeasterly boundary of the 66 foot right of way of Miccosukee Road, said iron pipe also lying on a curve concave to the Southeast, thence Southwesterly along said right of way curve with a radius of 22,885.60 feet, through a central angle of 01 degree 27 minutes 29 seconds, for an arc distance of 582.39 feet (the chord of said arc being South 61 degrees 15 minutes 48 seconds West 582.37 feet) to an iron pipe #LB732, thence South 60 degrees 32 minutes 03 seconds West along said right of way boundary 6921.44 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said right of way curve with a radius of 22,951.60 feet, through a central angle of 00 degrees 44 minutes 00 seconds, for an arc distance of 293.76 feet to an iron pipe #LB732, thence South 61 degrees 16 minutes 03 seconds West along said right of way boundary 920.68 feet to an iron pipe #LB732 on the Northeasterly right of way boundary of Miles Johnson Road (60 foot right of way), thence South 66 degrees 43 minutes 33 seconds East along said right of way boundary 1260.75 feet to an iron pipe #LB732 marking a point of curve to the left, thence along said right of way curve with a radius of 689.88 feet, through a central angle of 05 degrees 49 minutes 56 seconds, for an arc distance of 70.22 feet to an iron pipe #LB732, thence North 34 degrees 47 minutes 00 seconds East 1873.33 feet to an iron pipe #LB732, thence South 89 degrees 50 minutes 36 seconds East 2645.83 feet to an iron pipe #LB732, thence North 1070.05 feet to an iron pipe #LB732, thence South 89 degrees 56 minutes 38 seconds East 1334.74 feet to a terra cotta pipe filled with concrete and marking the Southeast corner of said Section 5 (also the Southwest corner of said Section 4), thence continue South 89 degrees 56 minutes 38 seconds East 1322.41 feet to the POINT OF BEGINNING.

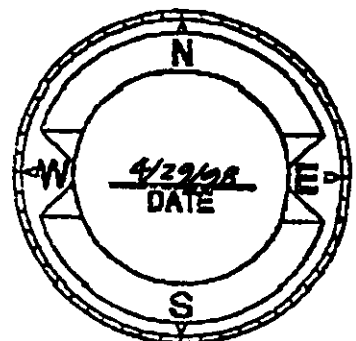
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AND:

A tract of land lying in Section 4, Township 1 North, Range 2 East, Leon County, Florida and more particularly described as follows:

Commence at a terra cotta pipe filled with concrete marking the Southeast corner of Lot 1 of Pine Tree Circle, an unrecorded subdivision, and also marking the Northeast corner of the West 1/2 of the Northeast 1/4 of said Section 4 and run South 00 degrees 30 minutes 18 seconds East along the East boundary of the West 1/2 of the Northeast 1/4 of said Section 4 a distance of 700.00 feet to a 1/2" iron pin #LB732 for the Point of Beginning. From said Point of Beginning run West 1125.70 feet to an iron pipe #LB732, thence South 34 degrees 16 minutes 03 seconds West 2337.73 feet to an iron pipe #LB732, thence Southwesterly along a line 300 feet Northwesterly of and parallel with the centerline of the 66 foot right of way of Miccosukee Road as follows: South 62 degrees 28 minutes 03 seconds West 182.09 feet to a point of curve to the left, thence along said curve with a radius of 23,218.60 feet, through a central angle of 01 degree 56 minutes 00 seconds, for an arc distance of 783.47 feet to an iron pipe #LB732, thence South 60 degrees 32 minutes 03 seconds West 399.22 feet to an iron pipe #LB732, thence leaving said parallel line run South 29 degrees 27 minutes 57 seconds East 267.00 feet to an iron pipe #LB732 lying on the Northwesterly right of way boundary of said Miccosukee Road, thence Northeasterly along said right of way boundary as follows: North 60 degrees 32 minutes 03 seconds East 399.22 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said curve with a radius of 22,951.60 feet, through a central angle of 01 degree 56 minutes 00 seconds, for an arc distance of 774.46 feet to an iron pipe #LB732, thence North 62 degrees 28 minutes 03 seconds East 321.26 feet to an iron pipe #LB732 marking a point of curve to the left, thence along said curve with a radius of 22,885.60 feet, through a central angle of 02 degrees 57 minutes 00 seconds, for an arc distance of 1178.32 feet to an iron pipe #LB732, thence North 59 degrees 31 minutes 03 seconds East 801.95 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said curve with a radius of 22,951.60 feet, through a central angle of 01 degree 23 minutes 03 seconds, for an arc distance of 554.44 feet to an iron pipe #LB732 on the East boundary of the West 1/2 of the Northeast 1/4 of said Section 4, thence leaving the right of way boundary of said Miccosukee Road run North 00 degrees 30 minutes 18 seconds West along the East boundary of the West 1/2 of the Northeast 1/4 of said Section 4 a distance of 76.27 feet to an iron pipe #LB732 lying on a curve concave to the Southeast, thence Southwesterly along said curve and along a line 100 feet Northwesterly of and parallel with the centerline of the 66 foot right of way boundary of said Miccosukee Road with a radius of 23,018.60 feet, through a central angle of 00 degrees 59 minutes 46 seconds, for an arc distance of 400.16 feet (the chord of said arc being South 60 degrees 29 minutes 40 seconds West 400.16 feet) to an iron pipe #LB732, thence North 00 degrees 30 minutes 18 seconds West 571.63 feet to an iron pipe #LB732, thence East 350.00 feet to an iron pipe #LB732 on the East boundary of the West 1/2 of the Northeast 1/4 of said Section 4, thence North 00 degrees 30 minutes 18 seconds West along said East boundary 400.00 feet to the Point of Beginning.

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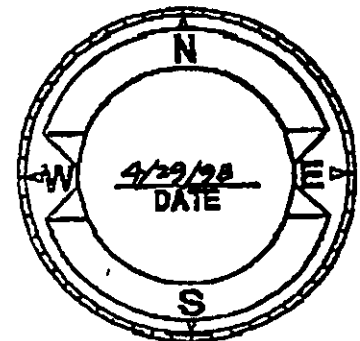


EXHIBIT "B"

A tract of land lying in Section 12, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:

Commence at a concrete monument marking the Southwest corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida and run South 89 degrees 56 minutes 31 seconds East 2267.07 feet to a City of Tallahassee iron pin lying on a curve concave to the Southwest on the Easterly right of way boundary of Fleischman Road as described in Official Records Book 1376, page 485 of the Public Records of Leon County, Florida, thence Northwesterly along said right of way curve with a radius of 592.25 feet, through a central angle of 48 degrees 18 minutes 58 seconds, for an arc distance of 499.43 feet (the chord of said arc being North 42 degrees 38 minutes 26 seconds West 484.77 feet) to a concrete monument #3562, thence leaving said right of way boundary run North 80 degrees 22 minutes 51 seconds East 855.01 feet to an iron pipe #LB732, thence South 89 degrees 56 minutes 31 seconds East 1104.46 feet to an iron pipe #LB732, thence North 53 degrees 54 minutes 58 seconds East 1374.69 feet to an iron pipe #LB732, thence North 64 degrees 11 minutes 03 seconds East along a line 800 feet Northwesterly of and parallel with the centerline of the 66 foot right of way of Miccosukee Road a distance of 310.00 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said parallel line and said curve with a radius of 6529.65 feet, through a central angle of 02 degrees 04 minutes 11 seconds, for an arc distance of 235.88 feet to an iron pipe #LB732 in a fence line, thence South 44 degrees 02 minutes 19 seconds East along said fence line 428.35 feet to an iron pipe #LB732, thence North 67 degrees 26 minutes 03 seconds East along a line 400 feet Northwesterly of and parallel with the centerline of the 66 foot right of way of said Miccosukee Road a distance of 1262.18 feet to an iron pipe #LB732, thence North 12 degrees 21 minutes 12 seconds East 698.86 feet to an iron pipe #LB732 on the approximate 94 foot contour of Dove Lake, thence North 73 degrees 06 minutes 18 seconds East 371.39 feet to an iron pipe #LB732, thence North 15 degrees 38 minutes 10 seconds East 520.46 feet to an iron pipe #LB732, thence North 88 degrees 40 minutes 44 seconds East 1795.91 feet to an iron pipe #LB732, thence Northeasterly along a line 525 feet Northwesterly of and parallel with the centerline of the 66 foot right of way of said Miccosukee Road as follows: North 61 degrees 19 minutes 03 seconds East 2274.49 feet to an iron pipe #LB732 marking a point of curve to the left, thence along said curve with a radius of 22,393.60 feet, through a central angle of 00 degrees 50 minutes 00 seconds, for an arc distance of 325.70 feet, thence North 60 degrees 29 minutes 03 seconds East 319.71 feet to an iron pipe #LB732, thence leaving said parallel line run South 29 degrees 30 minutes 57 seconds East 75.00 feet to an iron pipe #LB732, thence North 60 degrees 29 minutes 03 seconds East along a line 450 feet from and parallel with the centerline of the 66 foot right of way of said Miccosukee Road a distance of 2015.04 feet, thence leaving said line run South 29 degrees 30 minutes 57 seconds East 118.95 feet to an iron pipe #LB732 for the Point of Beginning. From said Point of Beginning continue South 29 degrees 30 minutes 57 seconds East 30.00 feet, thence North 60 degrees 29 minutes 03 seconds East 730.00 feet, thence North 29 degrees 30 minutes 57 seconds West 30.00, thence South 60 degrees 29 minutes 03 seconds West 730.00 to the Point of Beginning.

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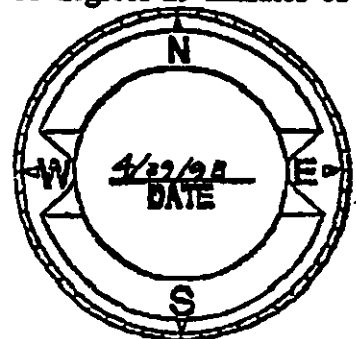


EXHIBIT "C"

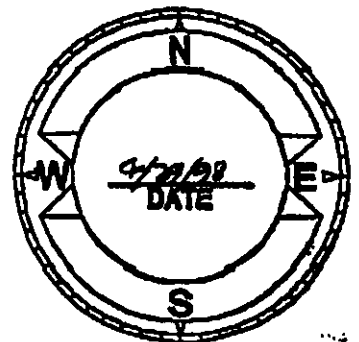
A tract of land lying in Sections 14 and 15, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:

Commence at a concrete monument marking the Southwest corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida and run South 89 degrees 56 minutes 31 seconds East 2267.07 feet to a City of Tallahassee iron pin lying on a curve concave to the Southwest on the Easterly right of way boundary of Fleischman Road as described in Official Records Book 1376, page 485 of the Public Records of Leon County, Florida, thence run Northwesterly along said right of way curve with a radius of 592.25 feet, through a central angle of 48 degrees 18 minutes 58 seconds, for an arc distance of 499.43 feet (the chord of said arc being North 42 degrees 38 minutes 26 seconds West 484.77 feet) to a concrete monument #3562, thence leaving said right of way boundary run North 80 degrees 22 minutes 51 seconds East 855.01 feet to an iron pipe #LB732, thence South 89 degrees 56 minutes 31 seconds East 1104.46 feet to an iron pipe #LB732, thence North 53 degrees 54 minutes 58 seconds East 1374.69 feet to an iron pipe #LB732, thence North 64 degrees 11 minutes 03 seconds East along a line 800 feet Northwesterly of and parallel with the centerline of the 66 foot right of way of Miccosukee Road a distance of 310.00 feet to an iron pipe #LB732, thence South 15 degrees 58 minutes 19 seconds East 110.30 feet to the Point of Beginning. From said Point of Beginning continue South 15 degrees 58 minutes 19 seconds East 30.00 feet, thence South 74 degrees 01 minutes 41 seconds West 89.63 to a point lying on a curve concave to the West, thence Southerly along said curve with a radius of 1224.00 feet, through a central angle of 15 degrees 49 minutes 29 seconds, for an arc distance of 338.06 feet (the chord of said arc being South 08 degrees 59 minutes 27 seconds East 336.99 feet), thence South 01 degree 04 minutes 42 seconds East 354.01 to the Northwesterly boundary of the 66 foot right of way of said Miccosukee Road, thence South 64 degrees 11 minutes 03 seconds West along said right of way boundary 33.03 feet, thence leaving said right of way boundary run North 01 degree 04 minutes 42 seconds West 367.84 feet to a point of curve to the left, thence along said curve with a radius of 1194.00 feet, through a central angle of 17 degrees 17 minutes 19 seconds, for an arc distance of 360.28 feet, thence North 74 degrees 01 minutes 41 seconds East 120.51 feet to the Point of Beginning.

R980078147
RECORDED IN
PUBLIC RECORDS- LEON CNTY FL
BOOK: R2175 PAGE: 00469
OCT. 06 1998 01:05 PM
DAVE LANG. CLERK OF COURTS



BK: R2175 PG: 00469



ALTA Owner's Policy

Policy Number: O-2125-192452

SCHEDULE B

File No: 97010555

This policy does not insure against loss or damage by reason of the following:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, dower, curtesy, survivorship, or homestead rights, if any, of any spouse of the insured.
6. Any titles or rights asserted by anyone including but not limited to persons, corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or water rights, if any.
7. Taxes for the year 19 98 and thereafter and assessments, if any, not recorded in the public records.
8. SUBJECT TO A NATURAL GAS PIPELINE EASEMENT GRANTED TO HOUSTON TEXAS GAS AND OIL CORPORATION AS RECORDED IN DEED BOOK 240, PAGE 217 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
9. SUBJECT TO THE RESERVATION OF A PERPETUAL NONEXCLUSIVE ACCESS AND UTILITY EASEMENTS OVER THE EXTENSIONS OF DEMPSEY MAYO ROAD, EDENFIELD ROAD, AND ARENDELL ROAD AS DESCRIBED IN THAT CERTAIN WARRANTY DEED FROM POWERHOUSE, INC., A FLORIDA CORPORATION TO THE TRUST FOR PUBLIC LAND, A CHARITABLE NONPROFIT CALIFORNIA CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 2122, PAGE 1039 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
10. SUBJECT TO AN INGRESS, EGRESS AND UTILITY EASEMENT GRANTED TO THE CITY OF TALLAHASSEE AS RECORDED IN OFFICIAL RECORDS BOOK 1476, PAGE 699 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
11. SUBJECT TO A PERPETUAL NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN INGRESS AND EGRESS FOR ACCESS TO AND FROM THE CEMETARY AS DESCRIBED IN THAT CERTAIN WARRANTY DEED FROM THE TRUST FOR PUBLIC LAND, A CHARITABLE NONPROFIT CALIFORNIA CORPORATION TO BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 2175, PAGE 459 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
12. SUBJECT TO A DRAINAGE DITCH EASEMENT GRANTED TO LEON COUNTY AS RECORDED IN DEED BOOK 110, PAGE 493 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

Continued on next page
are hereby deleted from the Owners Policy.

Exceptions numbered 1-7

ALTA OWNER'S POLICY SCHEDULE B - CONTINUED

POLICY NO. O-2125-192452
FILE NO: 97010555

13. SUBJECT TO A PERPETUAL NON-EXCLUSIVE ELECTRIC UTILITY EASEMENT FROM POWERHOUSE, INC., A FLORIDA CORPORATION TO THE CITY OF TALLAHASSEE RECORDED IN OFFICIAL RECORDS BOOK 2122, PAGE 1130 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
14. SUBJECT TO A PERPETUAL NON-EXCLUSIVE ELECTRIC GUY WIRE EASEMENT FROM POWERHOUSE, INC., A FLORIDA CORPORATION TO THE CITY OF TALLAHASSEE AS RECORDED IN OFFICIAL RECORDS BOOK 2122, PAGE 1116 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
15. SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FROM POWERHOUSE, INC., A FLORIDA CORPORATION TO SPRINT-FLORIDA, INCORPORATED RECORDED IN OFFICIAL RECORDS BOOK 2122, PAGE 1106 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
16. SUBJECT TO A PERPETUAL UTILITY EASEMENT FROM POWERHOUSE, INC., A FLORIDA CORPORATION TO TALQUIN ELECTRIC COOPERATIVE, INC. RECORDED IN OFFICIAL RECORDS BOOK 2122, PAGE 1103 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
17. SUBJECT TO A DRAINAGE EASEMENT AS SET FORTH IN THAT CERTAIN STIPULATED ORDER OF TAKING IN FAVOR OF THE CTIY OF TALLAHASSEE AND LEON COUNTY RECORDED IN OFFICIAL RECORDS BOOK 1803, PAGE 2226 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
18. SUBJECT TO THE RESERVATION OF A PERPETUAL NON-EXCLUSIVE EASEMENT FOR VEHICULAR & PEDESTRIAN INGRESS AND EGRESS AND UNDERGROUND UTILITIES FOR A PORTION OF THE EASTERLY EXTENSION OF SHAMROCK SOUTH AS DESCRIBED IN THAT CERTAIN WARRANTY DEED FROM POWERHOUSE, INC. A FLORIDA CORPORATION TO THE TRUST FOR PUBLIC LAND, A CHARITABLE NONPROFIT CALIFORNIA CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 2122, PAGE 1039 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
19. SUBJECT TO 5 FUTURE NON-EXCLUSIVE UTILITY EASEMENTS RESERVED BY POWERHOUSE, INC. THE LOCATION OF SAID EASEMENTS SHALL BE DETERMINED WITHIN 2 YEARS FROM THE DATE OF CLOSING OF THE SALE FROM POWERHOUSE, INC., A FLORIDA CORPORATION TO THE TRUST FOR PUBLIC LAND, A CHARITABLE NONPROFIT CALIFORNIA CORPORATION. EACH EASEMENT SHALL BE 100 FEET IN WIDTH AS SET FORTH IN THAT CERTAIN WARRANTY DEED FROM POWERHOUSE, INC., A FLORIDA CORPORATION TO THE TRUST FOR PUBLIC LAND, A CHARITABLE NONPROFIT CALIFORNIA CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 2122, PAGE 1039 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA. THE POLICY WILL BE ENDORSED TO REFLECT THE SPECIFIC LOCATION OF SAID EASEMENTS WHEN THE EASEMENTS HAVE BEEN ESTABLISHED.

Continued on next page

ALTA OWNER'S POLICY SCHEDULE B - CONTINUED

POLICY NO. O-2125-192452
FILE NO: 97010555

20. SUBJECT TO THE RESERVATION OF A PERPETUAL, NONEXCLUSIVE EASEMENT FOR VEHICULAR PEDESTRIAN INGRESS AND EGRESS EASEMENT FOR ACCESS TO AND FROM TESTARINA BAPTIST CHURCH, SAID PROPERTY BEING ADJACENT TO THE EASTERLY BOUNDARY OF THE LAND CONVEYED IN THAT CERTAIN DEED RECORDED IN DEED BOOK 203, PAGE 63 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, TO THE EXTENSION OF ARENDELL ROAD AS DESCRIBED IN THAT CERTAIN WARRANTY DEED FROM THE TRUST FOR PUBLIC LAND, A CHARITABLE NONPROFIT CALIFORNIA CORPORATION TO BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 2175, PAGE 459 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
21. SUBJECT TO A 100 FOOT CANOPY ROAD PROTECTIVE ZONE AS SHOWN ON THAT CERTAIN SURVEY PREPARED BY BROWARD DAVIS AND ASSOCIATES DATED MARCH 1998, JOB NO. 17212 (ALL PARCELS)
22. SUBJECT TO A RESERVATION BY POWERHOUSE, INC. OF A PERPETUAL RIGHT TO INSTALL DIRECTIONAL AND SAFETY SIGNS, AND SIGNS ACKNOWLEDGING THE ROLE OF THE PUBLIC AGENCIES, NON-PROFIT ORGANIZATIONS AND GRANTOR IN THE CREATION OF THE GREENWAY AS SET FORTH IN THAT CERTAIN WARRANTY DEED FROM POWERHOUSE, INC., A FLORIDA CORPORATION TO THE TRUST FOR PUBLIC LAND, A CHARITABLE NONPROFIT CALIFORNIA CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 2122, PAGE 1039 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

STEWART TITLE
GUARANTY COMPANY

ESTABLISHED 1893

INCORPORATED 1908

A NAME

RECOGNIZED NATIONALLY
AS BEING
SYNONYMOUS WITH

QUALITY

**POLICY
OF
TITLE
INSURANCE**

Stewart Title Guaranty Company

STEWART TITLE
GUARANTY COMPANY

P. O. Box 2029
Houston, Texas 77252