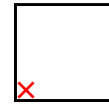
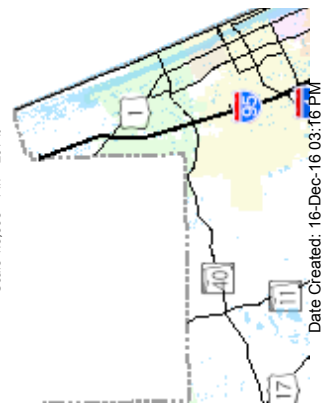


Attachment 5: Proof of Ownership



Scale 1:3,568 - 1 in = 297 ft



Date Created: 16-Dec-16 03:16 PM



DISCLAIMER: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information source. PARCEL DATA VOLUSIA COUNTY PROPERTY APPRAISER



Volusia County Property Appraiser

Morgan B. Gilreath Jr.
M.A., C.F.A.



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Home > Search Choices > Search By Parcel Number > Property Information

Parcel Information: 8411-08-00-0150 **2017 Working Tax Roll** Last Updated: 12-11-2016

Owner Name and Address			
Alternate Key	3970985	Parcel Status	Active Parcel (Real Estate)
Short Parcel ID	8411-08-00-0150	Mill Group	604 Edgewater
Full Parcel ID	11-18-34-08-00-0150	2016 Final Mill Rate	23.85230
Created Date	06 JAN 1982		
Property Class	89 Municipal (other than Parks, Recreational Areas, Colleges & Hospitals)		
Ownership Type	Municipal	Ownership Percent	100
Owner Name	CITY OF EDGEWATER		
Owner Name/Address 1			
Owner Address 2	PO BOX 100		
Owner Address 3	EDGEWATER FL		
Owner Zip/Postal Code	32132-0100		
Situs Address	651 ROBERTS RD EDGEWATER 32141		

Legal Description
LOT 15 EDGEWATER COUNTRY ESTS MB 11 PG 247 EXC 50 PC SUBSURFACE RIGHTS PER OR 2676 PG 1498

Sales History					
Book Page	Sale Date	Sale Instrument	Qualified Unqualified	Improved	Sale Price
2676 1498	04/1985	Warranty Deed	Qualified Sale	No	55,000

History of Values										
Year	Land	Bldg(s)	Misc. Impr.	Just Value	School Assessed	Non-School Assessed	School Exemption	School Taxable	Non-School Exemption	Non-School Taxable
2016	234,081	120,565	29,886	384,532	384,532	384,532	384,532	0	0	0
2015	234,081	117,105	44,860	396,046	396,046	396,046	396,046	0	0	0

[Display Value History](#)

Land Data												
Code	Land Use Type	Frontage	Depth	No. Units	Unit Type	Rate	Depth	Loc	Shp	Phy	Just Value	
8900	MUNICIPAL		0.0	0.0	624215.00	SQUARE_FEET	1.25	100	100	30	100	234,081
Neighborhood C7844 EDGE- MISC MXD COMM												
											Total Land Classified	0
											Total Land Just	234,081

STATE OF FLORIDA PUBLIC AGENCY LAND OWNERSHIP DATA FORM - 1986-87

SEE BACK OF FORM FOR IMPORTANT INFORMATION

5049
0000000

PARCEL IDENTIFICATION NUMBER	OWNER CODE	PARCEL LOCATION			
		COUNTY	SECTION	TOWNSHIP	RANGE
741118 34 08 00 0150		VOLUSIA	011	18S	34E

LAND DATA/PARCEL SIZE ACRES, SQUARE FEET OR LOT FRONT & DEPTH	TAX ROLL—SHORT LEGAL DESCRIPTION
14.33 ACRES	LOT 15 EDGEWATER COUNTRY ESTS MB 11 PG 247 EXC 50

TOTAL ASSESSED VALUE	LAND VALUE	EXPT. CODE	OFFICIAL RECORD			DOR USE CODE
			BOOK	PAGE	DATE	
\$ 000042094	\$ 000042094		2676	1498	198504	89
\$	\$					

OWNER/FIDUCIARY NAME AND ADDRESS

CITY OF EDGEWATER FLA
P O BOX 100
EDGEWATER FL
397098532032

ADDRESS CORRECTION

Roberts Road (Rec.)

NAME:
ADDRESS NO. 1:
ADDRESS NO. 2:
CITY:
STATE:
ZIP:

STATE OF FLORIDA PUBLIC AGENCY LAND OWNERSHIP DATA FORM -
 SEE BACK OF FORM FOR INSTRUCTIONS

1988-89

PARCEL IDENTIFICATION NUMBER				OWNER CODE	PARCEL LOCATION			
741118 34 08 00 0150				5740565	COUNTY	SECTION	TOWNSHIP	RANGE
LAND DATA/PARCEL SIZE - ACRES, SQUARE FEET OR LOT FRONT + DEPTH				TAX ROLL-SHORT LEGAL DESCRIPTION				
14.33 ACRES				LOT 15 EDGEWATER COUNTRY				
				ESTS MB 11 PG 247 EXC 50				
TOTAL ASSESSED VALUE	LAND VALUE	EXPT. CODES	OFFICIAL RECORD		DATE		DOR USE CODE	
000077963	000042094		BOOK	PAGE				
			2676	1498	198504		89	

NAME:
 ADDRESS 1
 ADDRESS 2
 CITY
 STATE
 ZIP

CITY OF EDGEWATER FLA
 P O BOX 100
 EDGEWATER FL
 397098532032

ADDRESS CORRECTION:
 Roberts Road
 Park area

26761498

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida
BOOK PAGE
VOLUSIA COUNTY
FLORIDA

This instrument was prepared by:
Name JUDSON I. WOODS, JR.
1055 No. Dixie Freeway
Address Suite 1

Warranty Deed

 (STATUTORY FORM—SECTION 689.02 F.S.) New Smyrna Beach, FL 32069

This Indenture, Made this 24th day of April, 1985, Between

FRANCES J. DYER, formerly FRANCES J. STEEBE

of the County of Volusia, State of Florida, grantor*, and
CITY OF EDGEWATER, FLORIDA, a Florida municipal corporation

whose post office address is P.O. Box 100, Edgewater, FL 32032

of the County of Volusia, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of

-----TEN AND NO/100 (\$10.00)----- 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 heirs and assigns forever, the following described land, situate, lying and being in Volusia County, Florida, to-wit:

Tract 15, according to plat of Edgewater Country Estates, Unit No. 1, as recorded in Map Book 11, page 247, Public Records of Volusia County, Florida, being a subdivision of Lots 4, 5 and 6 West of U.S. No. 1 Highway of Squaretopville, as recorded in Map Book 1, page 160, and the Northeast 1/4 East of the Florida East Coast Railway, Section 11, Township 18 South, Range 34 East.

Subject to restrictions, reservations and easements of record.

THIS SPOUSE WITH WHOM TITLE TO THIS PROPERTY WAS ACQUIRED WAS CONTINUOUSLY MARRIED TO THE NAMED GRANTOR IN THIS DEED FROM THE TIME OF ITS ACQUISITION THROUGH THE TIME OF SAID SPOUSE'S DEATH.

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

* "Grantor" and "grantee" are used for singular or plural as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

David Danett
Judson I. Woods, Jr.

Frances J. Dyer (Seal)

REC FEE \$ 5.00 REC'D PAYMENT AS
DOC ST \$ 247.50 INDICATED FOR CLASS
INT TAX \$ _____ "C" INTANGIBLE & DOC
SER CHG \$ _____ STAMP TAXES. SIGNED (Seal)
REFUND \$ _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

FRANCES J. DYER, formerly FRANCES J. STEEBE

FILED FOR RECORDS
RECORDED & INDEXED
APR 25 11 21 AM '85
VOLUSIA COUNTY, FLORIDA

Clerk Circuit Court Volusia Co. Florida V. J. Smith

2878188

Records & Return to:

JUDSON I. WOODS, JR., P.A.
ATTORNEY AT LAW
1055 NORTH DIXIE FREEWAY, SUITE 1
NEW SMYRNA BEACH, FLORIDA 32069

Doc Stamps \$247⁵⁰
Recording \$5⁰⁰

0388833

0388833
FILED OR RECORD
APR 22 11 57 AM '02

REC'D
POST & 247⁵⁰
INT. TAX
SER. CHG.
STAMP TAX

Judson I. Woods, Jr.
Attorney at Law



FERRARA ENGINEERING, INC.

PLANNERS • CONSULTING ENGINEERS • TESTING

P.O. BOX 2978 • DELAND, FLORIDA 32723-2978 • PHONE: (904) 734-8792

GERARD J. FERRARA, P.E.
PRESIDENT

July 31, 1985

Ms. Connie Martinez
Clerk/Administrator
P.O. Box 100
Edgewater, Florida 32032

RE: W.O. #805, Roberts Road Boundary Survey

Boundary Survey
as done by Daniel W. Corey-----\$ 675.00

Thank you.

When paying bill please refer to W.O. #805.

Here attached you will find three (3) certified prints of
the survey for the above-mentioned project.

TERMS: NET 10 DAYS - 1½% (18% PER ANNUM) WILL BE CHARGED
ON ALL ACCOUNTS PAST 30 DAYS

OWNER'S TITLE INSURANCE POLICY

Attorneys' Title Insurance Fund

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, ATTORNEYS' TITLE INSURANCE FUND, a business trust, herein called The Fund, insures, as of Effective Date of policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which The Fund may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

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

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND has caused this policy to be signed and sealed in its name by its President and Executive Secretary, by direction of its Board of Trustees, to become binding when countersigned by a member of The Fund.



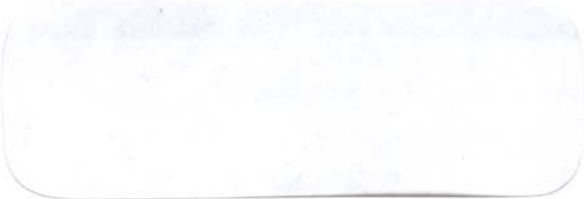
Attorneys' Title Insurance Fund

By *Paul B. Comstock*

Paul B. Comstock
President and Executive Secretary

SERIAL

OP- 609253



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Effective Date of policy.
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 Fund and not shown by the public records but known to the insured claimant either at Effective Date of policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to The Fund prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Effective 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. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A.

FUND OWNER'S FORM

SCHEDULE A

Policy or

Guarantee No. : OP-609253

Effective Date: April 25, 1985
at 11:21 A.M.

Member's File Reference: 85-73

Amount of Insurance: \$ 55,000.00

1. Name of Insured:

CITY OF EDGEWATER, FLORIDA, a Florida municipal corporation

2. The estate or interest in the land described herein and which is covered by this policy or guarantee is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book 2676, Page 1498, of the Public Records of Volusia County, Florida.

3. The land referred to in this policy or guarantee is described as follows:

Tract 15, according to plat of Edgewater Country Estates, Unit No. 1, as recorded in Map Book 11, page 247, Public Records of Volusia County, Florida, being a subdivision of Lots 4, 5 and 6 West of U.S. No. 1 Highway of Sqauretopville, as recorded in Map Book 1, page 160, and the Northeast 1/4 East of the Florida East Coast Railway, Section 11, Township 18 South, Range 34 East.

Subject to restrictions, reservations and easements of record.

ISSUED BY
JUDSON I. WOODS, JR.

(Attorney or Firm of Attorneys)

4803

MEMBER NO.

Judson I. Woods, Jr.
ATTORNEY-MEMBER'S SIGNATURE

1055 No. Dixie Freeway, Suite 1

(Mailing Address)

New Smyrna Beach

(City)

Florida,

32069

(Zip)

FUND OWNER'S FORM

SCHEDULE B

Policy or Guarantee No.: OP -609253

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

1. Taxes for the year of the effective date of this policy or guarantee and taxes or special assessments which are not shown as existing liens by the public records.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. 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.
6. Subject to Restrictions and Limitations as shown on map recorded in Map Book 11, Page 247, Public Records of Volusia County, Florida.
7. Subject to the Mineral Reservations of record as shown in Deeds recorded in Deed Book 311, Page 210 and Deed Book 312, Page 172, respectively, Public Records of Volusia County, Florida.
8. Subject to 1982 Tax Certificate to the County of Volusia No. 9231.
9. Subject to 1983 Tax Certificate to the County of Volusia No. 9425.
10. Subject to 1984 taxes now due and payable in the amount of \$103.22 assessed to John L. Roy, et al. as to 50 PC Subsurface Rights to the subject property.

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 Fund may have had against the named insured, those who succeed to the interest of such 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 hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically 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": those records which by law impart constructive notice of matters relating to said land.

2. Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Effective Date of policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. Defense and Prosecution of Actions - Notice of Claim To Be Given by an Insured Claimant

(a) The Fund, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify The Fund promptly in writing (i) in case any action or proceeding is begun as set forth in (a) above, (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 Fund may be liable by virtue of this policy. If such prompt notice shall not be given to The Fund, then as to such insured all liability of The Fund shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless The Fund shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Fund shall have the right at its own cost to institute and without undue delay 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, and The Fund may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby

concede liability or waive any provision of this policy.

(d) Whenever The Fund shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, The Fund may pursue any such 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.

(e) In all cases where this policy permits or requires The Fund to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to The Fund the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit The Fund to use, at its option, the name of such insured for such purpose. Whenever requested by The Fund, such insured shall give The Fund all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and The Fund shall reimburse such insured for any expense so incurred.

4. Notice of Loss - Limitation of Action

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed The Fund is liable under this policy shall be furnished to The Fund within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of The Fund under this policy as to such loss or damage.

5. Options To Pay or Otherwise Settle Claims

The Fund shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of The Fund hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by The Fund.

6. Determination and Payment of Loss

(a) The liability of The Fund under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A.

(b) The Fund will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by The Fund for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of The Fund.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if The Fund, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation 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, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of The Fund.

8. Reduction 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. No payment shall be

CONDITIONS AND STIPULATIONS (continued)

made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of The Fund.

9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount The Fund may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured 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. The Fund shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. 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 said 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 Effective Date of policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Effective Date of policy, unless a liability or value has otherwise been agreed upon as to each such parcel by The Fund and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. Subrogation Upon Payment or Settlement

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

shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by The Fund, such insured claimant shall transfer to The Fund all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit The Fund to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, The Fund shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but The Fund, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to The Fund by reason of the impairment of the right of subrogation.

12. Liability Limited to This Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by The Fund is the entire policy and contract between the insured and The Fund.

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 any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, or member of The Fund.

13. Notices, Where Sent

All notices required to be given The Fund and any statement in writing required to be furnished The Fund shall be addressed to its principal office at 32 West Gore Street, Post Office Box 2671, Orlando, Florida 32802.

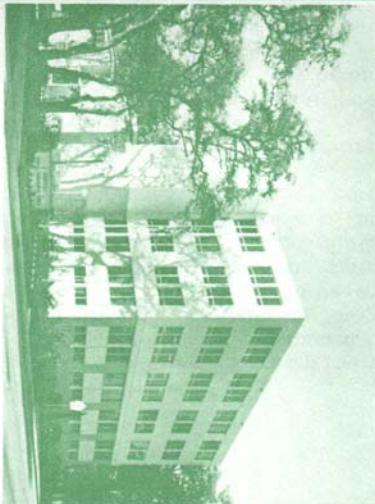
About your policy . . .

This policy provides valuable title protection. You should keep it in a safe place where it will be readily available for future reference. There is no recurring premium.

Your policy is underwritten by Attorneys' Title Insurance Fund, the nation's first bar-related™ title insurer. Founded in 1947 as a business trust under the insurance laws of the State of Florida, The Fund exists so that member attorneys can provide real estate consumers with the extended protection of title insurance in addition to their other legal services.

OWNER'S
TITLE INSURANCE
POLICY

Attorneys'
Title Insurance Fund
ORLANDO, FLORIDA



OFFICES AT 32 W. GORE STREET
ORLANDO, FLORIDA

CONTRACT FOR SALE AND PURCHASE

PARTIES: Mr. and Mrs. Hubert Dyer Frances J. Steeke Dyer, as "Seller", of 2850 S. Ridgewood, Edgewater, FL (Phone), and City of Edgewater (Phone), as "Buyer",

hereby agree that the Seller shall sell and Buyer shall buy the following property upon the following terms and conditions WHICH INCLUDE the Standards For Real Estate Transactions on the reverse hereof or attached hereto, hereinafter referred to as "Standard(s)".

I. DESCRIPTION:

- (a) Legal description of real estate ("Property") located in Volusia County, Florida: Tract 15, Edgewater Country Estates, Unit #1, Map Book 11, page 247, Public Records of Volusia County, Florida Closing date to be determined, not to exceed 60 days (b) Street address, if any, of the Property being conveyed is (c) Personal property included:

II. PURCHASE PRICE: \$ 55,000.00

- PAYMENT: (a) Deposit(s) to be held in escrow by Payable at closing in the amount of \$ (b) Subject to AND assumption of Mortgage in favor of bearing interest at % per annum and payable as to principal and interest \$ per month, having an approximate present principal balance of \$ (c) Purchase money mortgage and note bearing interest at % on terms set forth herein below, in the principal amount of \$ (d) Other \$ (e) Balance to close, (U.S. cash, certified or cashier's check) subject to adjustments and prorations \$ TOTAL \$

III. FINANCING: If the purchase price or any part thereof is to be financed by a third party loan, this Contract for Sale and Purchase, ("Contract"), is conditioned upon the Buyer obtaining a firm commitment for said loan within days from date hereof, at an interest rate not to exceed %; term of years; and in the principal amount of \$ Buyer agrees to make application for, and to use reasonable diligence to obtain said loan. Should Buyer fail to obtain same or to waive Buyer's rights hereunder within said time, either party may cancel Contract.

IV. TITLE EVIDENCE: Within days from date of Contract, Seller shall, at his expense, deliver to Buyer or his attorney, in accordance with Standard A., either (CHECK) (1) or (2): (1) abstract, or (2) title insurance commitment with fee owner's title policy premium to be paid by Seller at closing.

V. TIME FOR ACCEPTANCE AND EFFECTIVE DATE: If this offer is not executed by both of the parties hereto on or before the aforesaid deposit(s) shall be, at the option of Buyer, returned to him and this offer shall thereafter be null and void. The date of Contract ("Effective Date") shall be the date when the last one of the Seller and Buyer has signed this offer.

VI. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered on the day of 19, unless extended by other provisions of Contract.

VII. RESTRICTIONS, EASEMENTS, LIMITATIONS: The Buyer shall take title subject to: Zoning, restrictions, prohibitions and other requirements imposed by governmental authority; Restrictions and matters appearing on the plat or otherwise common to the subdivision; Public utility easements of record, (provided said easements are located contiguous throughout the property lines and are not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines, unless otherwise specified herein); Taxes for year of closing and subsequent years, assumed mortgages and purchase money mortgages, if any; other:

provided, however, that none of the foregoing shall prevent use of the Property for the purpose of

VIII. OCCUPANCY: Seller represents that there are no parties in occupancy other than Seller, but if Property is intended to be rented or occupied beyond closing, the fact and terms thereof shall be stated herein, and the tenant(s) shall be disclosed pursuant to Standard G. Seller agrees to deliver occupancy of Property at time of closing unless otherwise specified below. If occupancy is to be delivered prior to closing, Buyer assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance thereof from said date, and shall be deemed to have accepted the Property, real and personal, in its existing condition as of time of taking occupancy unless otherwise noted in writing.

IX. ASSIGNABILITY: (CHECK ONE) Buyer may assign may not assign, Contract.

X. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted herein or attached hereto as Addenda shall control all printed provisions in conflict therewith.

XI. INSULATION RIDER: If Contract is used for the sale of a new residence, the Insulation Rider shall be attached hereto and made a part hereof.

XII. SPECIAL CLAUSES:

This Contract is subject to approval by the City Council of Edgewater

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT.

IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR

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WITNESSES: (Two recommended but NOT required)

Luna Susan Koen 2-6-85 Camelia Attorney 2/6/85

Executed by Buyer on David Danett

Recovation Director (SEAL) (Buyer)

Executed by Seller on Frances J. Steeke Dyer (Buyer)

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: An abstract of title prepared or brought current by a reputable and existing abstract firm (if not existing then certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting the title to subject Property recorded in the public records of the county wherein the Property is situated, through Effective Date. An abstract shall commence with the earliest public records, or such later date as may be customary in the county wherein the Property is situated. Seller shall convey a marketable title subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Marketable title shall be determined in accordance with applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Upon closing of this transaction such abstract shall become the property of Buyer, subject to the right of retention thereof by first mortgagee until fully paid; or a title insurance commitment issued by a qualified title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an Owner's policy of title insurance in the amount of the purchase price, insuring title of the Buyer to the Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Buyer shall have 30 days, if abstract, or 5 days, if title commitment, from date of receiving evidence of title to examine same. If title is found defective, Buyer shall, within 3 days thereafter, notify Seller in writing specifying defect(s). If said defect(s) render title unmarketable, Seller shall have 120 days from receipt of notice within which to remove said defect(s), and if Seller is unsuccessful in removing them within said time, Buyer shall have the option of either (1) accepting the title as it then is, or (2) demanding a refund of all monies paid hereunder which shall forthwith be returned to Buyer and thereupon Buyer and Seller shall be released, as to one another, of all further obligations under the Contract; however, Seller agrees that he will, if title is found to be unmarketable, use diligent effort to correct the defect(s) in title within the time provided therefor, including the bringing of necessary suits.

B. EXISTING MORTGAGES: Seller shall furnish a statement from the mortgagee(s) setting forth principal balance, method of payment, interest rate and whether the mortgage(s) is in good standing. If a mortgage requires approval of the Buyer by the mortgagee in order to avoid default, or for assumption by the Buyer of said mortgage, and the mortgagee does not approve the Buyer, the Buyer may rescind the Contract, or requires an increase in the interest rate or charges a fee for any reason in excess of \$100.00, the Buyer may rescind the Contract unless Seller elects to pay such increase or excess. Seller and Buyer shall each pay 50% of such fee. Buyer shall use reasonable diligence to obtain approval. The amount of any escrow deposits held by mortgagee shall be credited to Seller.

C. PURCHASE MONEY MORTGAGES: The purchase money note and mortgage, if any, shall provide for a 30 day grace period in the event of default if it is a first mortgage and a 15 day grace period if a second mortgage; shall provide for right of prepayment in whole or in part without penalty; shall not provide for acceleration or interest adjustment in event of resale of the Property; and shall be otherwise in form and content required by Seller's attorney; provided, however, Seller may only require clauses customarily found in mortgages and mortgage notes generally utilized by savings and loan institutions in the county wherein the Property is located. Said mortgage shall require the owner of the encumbered Property to keep all prior liens and encumbrances in good standing and forbid the owner of the Property from accepting modifications of or future advances under prior mortgage(s). All personal property being conveyed will, at option of Seller, be subject to the lien of the mortgage and evidenced by recorded Financing Statements.

D. SURVEY: The Buyer, within time allowed for delivery of evidence of title and examination thereof, may have the Property surveyed at his expense. If the survey, certified by a registered Florida surveyor, shows any encroachment of said Property or that improvements intended to be located on the Property in fact encroach on lands of others, or violate any of the Contract covenants, the same shall be treated as a title defect.

E. TERMITES: The Buyer, within time allowed for delivery of evidence of title and examination thereof, or no later than 10 days prior to closing, whichever date occurs last, may have the improvements inspected at Buyer's expense by a Certified Pest Control Operator to determine whether there is any visible active termite infestation or visible existing damage from termite infestation in the improvements. If Buyer is informed of either or both of the foregoing, Buyer will have 4 days from date of written notice thereof or 2 days after selection of a contractor, whichever occurs first, within which to have all damages, whether visible or not, inspected and estimated by a licensed building or general contractor. Seller shall pay valid costs of treatment and repair of all damage up to 1% of Purchase Price. Should such costs exceed that amount, Buyer shall have the option of cancelling Contract within 5 days after receipt of contractor's repair estimate by giving written notice to Seller, or Buyer may elect to proceed with the transaction, in which event Buyer shall receive a credit at closing of an amount equal to 1% of said Purchase Price. "Termites" shall be deemed to include all wood destroying organisms required to be reported under the Florida Pest Control Act.

F. INGRESS AND EGRESS: Seller warrants that there is ingress and egress to the Property sufficient for the intended use as described in Paragraph VII hereof the title to which is in accordance with Standard A.

G. LEASES: Seller shall, not less than 15 days prior to closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of said tenant's occupancy, rental rates and advanced rent and security deposits paid by tenant. In the event Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within said time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenants to confirm such information. Seller shall deliver and assign all original leases to Buyer at closing.

H. LIENS: Seller shall, both as to the Property and personalty being sold hereunder, furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential liens known to Seller and further attesting that there have been no improvements to the Property for 90 days immediately preceding date of closing. If the Property has been improved within said time, Seller shall deliver releases or waivers of all mechanic's liens, executed by general contractors, subcontractors, suppliers, and materialmen, in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further reciting that in fact all bills for work to the Property which could serve as a basis for a mechanic's lien have been paid or will be paid at closing.

I. PLACE OF CLOSING: Closing shall be held in county wherein Property is located, at the office of attorney or other closing agent designated by Seller.

J. TIME: Time is of the essence of this Contract. Any reference herein to time periods of less than 6 days shall in the computation thereof exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

K. DOCUMENTS FOR CLOSING: Seller shall furnish deed, mechanic's lien affidavit, assignments of leases, and any corrective instruments that may be required in connection with perfecting the title. Buyer shall furnish closing statement, mortgage, mortgage note, security agreement, and financing statements.

L. EXPENSES: State documentary stamps which are required to be affixed to the instrument of conveyance, intangible tax on and recording of purchase money mortgage to Seller, and cost of recording any corrective instruments shall be paid by Seller. Documentary stamps to be affixed to the note or notes secured by the purchase money mortgage, cost of recording the deed and financing statements shall be paid by Buyer.

M. PRORATION OF TAXES (REAL AND PERSONAL): Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount and homestead or other exemptions if allowed for said year. If closing occurs at a date when the current year's millage is not fixed, and current year's assessment is available, taxes will be prorated based upon such assessment, and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax; provided, however, if there are completed improvements on the Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration homestead exemption, if any. However, any tax proration based on an estimate may at request of either party to the transaction be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is set forth in the closing statement.

N. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of date of closing (and not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer, provided, however, that where the improvement has been substantially completed as of the Effective Date, such pending lien shall be considered as certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate by the public body, of the assessment for the improvement.

O. PERSONAL PROPERTY INSPECTION, REPAIR: Seller warrants that all major appliances, heating, cooling, electrical, plumbing systems, and machinery are in working condition as of 6 days prior to closing. Buyer may, at his expense, have inspections made of said items by licensed persons dealing in the repair and maintenance thereof, and shall report in writing to Seller such items as found not in working condition prior to taking of possession thereof, or 6 days prior to closing, whichever is first. Unless Buyer reports failures within said period, he shall be deemed to have waived Seller's warranty as to failures not reported. Valid reported failures shall be corrected at Seller's cost with funds therefor escrowed at closing. Seller agrees to provide access for inspection upon reasonable notice.

P. RISK OF LOSS: If the improvements are damaged by fire or other casualty prior to closing, and costs of restoring same does not exceed 3% of the Assessed Valuation of the improvements so damaged, cost of restoration shall be an obligation of the Seller and closing shall proceed pursuant to the terms of Contract with cost therefor escrowed at closing. In the event the cost of repair or restoration exceeds 3% of the assessed valuation of the improvements so damaged, Buyer shall have the option of either taking the Property as is, together with either the said 3% or any insurance proceeds payable by virtue of such loss or damage, or of cancelling Contract and receiving return of deposit(s) made hereunder.

Q. MAINTENANCE: Notwithstanding the provisions of Standard O., between Effective Date and closing date, personal property referred to in Standard O. and real property, including lawn, shrubbery and pool, if any, shall be maintained by Seller in the condition they existed as of Effective Date, ordinary wear and tear excepted, and Buyer or Buyer's designee will be permitted access for inspection prior to closing in order to confirm compliance with this Standard.

R. PROCEEDS OF SALE AND CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds and evidence of title continued at Buyer's expense, to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence, and the cash proceeds of sale shall be held in escrow by Seller's attorney or by such other escrow agent as may be mutually agreed upon for a period of not longer than 5 days from and after closing date. If Seller's title is rendered unmarketable, Buyer shall within said 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure said defect. In the event Seller fails to timely cure said defect, all monies paid hereunder shall, upon written demand therefor and within 5 days thereafter, be returned to Buyer and, simultaneously with such repayment, Buyer shall vacate the Property and reconvey same to the Seller by special warranty deed. In the event Buyer fails to make timely demand for refund, he shall take title as is, waiving all rights against Seller as to such intervening defect except as may be available to Buyer by virtue of warranties, if any, contained in deed. In the event a portion of the purchase price is to be derived from institutional financing or refinancing, the requirements of the lending institution as to place, time of day and procedures for closing, and for disbursement of mortgage proceeds, shall control, anything in this Contract to the contrary notwithstanding. Provided, however, that the Seller shall have the right to require from such lending institution at closing a commitment that it will not withhold disbursement of mortgage proceeds as a result of any title defect attributable to Buyer-mortgagor. The escrow and closing procedure required by this Standard may be waived in the event the attorney, title agent or closing agent insures against adverse matters pursuant to Section 627.7841, F.S. as amended.

S. ESCROW: Any escrow agent receiving funds is authorized and agrees by acceptance thereof to promptly deposit and to hold same in escrow and to disburse same subject to clearance thereof in accordance with terms and conditions of Contract. Failure of clearance of funds shall not excuse performance by the Buyer. In the event of doubt as to his duties or liabilities under the provisions of this Contract, the escrow agent may in his sole discretion, continue to hold the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or he may deposit all the monies then held pursuant to this Contract with the Clerk of the Circuit Court of the County having jurisdiction of the dispute, and upon notifying all parties concerned of such action, all liability on the part of the escrow agent shall fully terminate, except

PRELIMINARY NOTICE AND REPORT

TO: ESTATE TAX BUREAU, DEPARTMENT OF REVENUE, TALLAHASSEE, FLORIDA, 32304
IN COMPLIANCE WITH THE PROVISIONS OF THE ESTATE TAX LAW OF THE STATE OF FLORIDA,
CHAPTER 198, FLORIDA STATUTES, NOTICE IS HEREBY GIVEN OF THE DEATH OF

Decedent's first name and middle initial <u>Joseph F.</u>	Decedent's last name <u>Steebe, Jr</u>	Date of Death <u>May 24, 1976</u>
Residence (domicile) at time of death <u>620 Comet Drive Nashville, Tenn.</u>	Florida Counties in which decedent owned real estate <u>Volusia</u>	Decedent's social security number <u>408-10-7831</u>

Name, Title, and address of executor, administrator, or person in possession of decedent's property

Frances J. Steebe, 620 Comet Drive, Nashville, Tenn., surviving spouse

Name and address of attorney for estate

None

If estate is being administered, give title and location of court and date of appointment as representative

N/A

The decedent left an Estate both within and without the State of Florida consisting of the following mentioned items of property, the amount set opposite each being the estimated value thereof (show gross rather than net value. Deductions for debts, mortgages, and liens, etc., will be reported only in a Federal Return in the event one is required to be filed.)

Real Estate in Florida (Give legal description of all real property in which decedent owned an interest.)

Tract 15, according to plat of Edgewater Country Estates, Unit No. 1,
as recorded in Map Book 11, Page 247, Public Records of Volusia County,
Florida, being a subdivision of Lots 4, 5 & 6 West of U.S. No. 1 Highway
of Squaretopville as recorded in Map Book 1, Page 160, & the N.E. 1/4 E.
of the Florida East Coast Railway, S. 11, T. 17 S., R. 34 E.

(Continue on separate schedule if necessary)

Tangible personal property in Florida	\$ 60,000.00
All Other Property Wherever Situate:	
Real Estate not in Florida	None
Stock, bonds, Mortgages, notes, and cash	None
Insurance on decedent's life and Annuities	None
All other property including, but not limited to, jointly owned property (other than real estate) and Powers of Appointment	None
Transfers during decedent's life	None
TOTAL	\$ 60,000.00

Is This Estate subject to Federal Estate Tax Return? No

I, Frances J. Steebe hereby acknowledge
(must be signed by person qualifying under F.S. 198.01 (2))

under oath that I have read the foregoing report and that the statements therein contained are true and that the same correctly disclose all of the assets of the decedent named therein wherever located to the best of my knowledge and belief.

Frances J. Steebe Dyer surviving spouse
(Date) (Signature) (Title)

State of Florida County of Volusia
 Sworn to and subscribed before me this the 22nd day of February, 1985 in

Kathleen H. Carmelius
 Notary Public - State of Florida
 My Commission Expires April 4, 1985
Junco Int'l Troy Fair - Insurance, Inc.

**FOR OFFICE
USE ONLY**

WARNING! Failure to complete all blank spaces in the above form will result in delaying the issuance of the proper certificate. If none show "NONE." FIVE DOLLAR (\$5.00) fee required for the issuance of a Nontaxable Certificate.

**MAIL TO: Estate Tax Bureau, Department of Revenue
Tallahassee, Florida 32304
with a fee of FIVE Dollars (\$5.00)
to issue non-taxable certificate.**

INSTRUCTIONS

THIS FORM TO BE FILED:

For All Resident Estates for the Purpose of Determining Estate Tax Liability.

For All Non-Resident Estates Owning Real Estate and Tangible Personal Property in Florida.

To Be Filed by Domiciliary Executors or Administrators and Verified by the Judge of the Circuit Court or Acknowledged Before a Notary Public.

If the Estate is Returnable to the Federal Government COPY OF FEDERAL RETURN, FORM 706 Should Be Filed with This Office on or Before Nine Months After Date of Death.

1. Any person required to file notice and who fails to do so is liable to a penalty of not exceeding \$500.00, and one who knowingly makes any false statements in any notice is liable to a penalty of not exceeding \$5,000.00 or imprisonment not exceeding one year, or both.
2. This notice should be made within two months after appointment of the executor or administrator of the estate of every resident and non-resident of Florida whose estate included real estate regardless of the value of the estate. If no executor or administrator is appointed the person in actual or constructive possession of the decedent's property should make this report within two months after the death of the decedent.
3. In case the estate of either a resident or non-resident within and without the State of Florida, is subject to a Federal Return the Executor or Administrator is required to make and file in addition to this notice a complete return which will describe the property of the decedent item by item and show various deductions for debts, etc.
4. Copy of Federal Return, Form 706, to be filed on or before NINE MONTHS AFTER DATE OF DEATH for decedents whose gross estate exceeds \$60,000.00 in value.
5. In every case where this notice is required to be made, a receipt for the amount of the tax paid (if tax is found due the State of Florida) or a non-taxable certificate (if it is found no tax is due the State of Florida) is required to be filed with the Circuit Judge of the County in the State of Florida in which domiciliary or ancillary administration or probate proceedings is pending before he is authorized to grant a discharge in the estate, and may be filed for record in the office of the Clerk of the Circuit Court of any other county in Florida in which property of the estate is located.
6. A fee of \$5.00 is charged for a non-taxable certificate.
7. In case decedent was a resident of Florida and left an estate not subject to Federal return and it is found necessary or desirable to show the estate not liable to Florida for estate tax, the executor or administrator may obtain a non-tax certificate by filing this notice and paying the fee of \$5.00.
8. Every estate should secure non-tax certificate where there is real estate, to clear title, regardless of gross value of estate.
9. In the case of a resident of the State of Florida, the amount of the tax to be paid, if any, is the amount of credit allowed by the Federal Government on account of taxes paid to a State, or the balance of such credit amount which is not used in payment of constitutionally valid estate, inheritance legacy and succession taxes of another State on account of property of the decedent located there.
10. In case of a non-resident of Florida, the amount of tax to be paid, if any, is the proportion of the allowable credit from Federal Tax that the gross value of the Florida property bears to the entire gross estate wherever situate.

Gross estate. — The gross estate of decedents dying on or after July 1, 1964, as defined in section 2031 (a) of the Internal Revenue Code, comprises property of the decedent wherever situated. The gross estate includes—

1. Property in which the decedent at the time of his death had any beneficial interest.
2. Interest of surviving spouse, as dower, curtesy, or estate in lieu thereof.
3. Property transferred by the decedent during his life by trust or otherwise (other than by bona fide sale for an adequate and full consideration in money or money's worth) as follows: (1) Transfers made in contemplation of death if made within 3 years prior to death; (2) transfers intended to take effect in possession or enjoyment at or after the decedent's death; (3) transfers under which the decedent reserved or retained (in whole or in part) the use, possession, rents, or other income, or enjoyment of the transferred property, for his life, or for a period not ascertainable without reference to his death, or for a period of such duration as to evidence an intention that it should extend to his death; including also the reservation or retention of the use, possession, rents, or other income, the actual enjoyment of which was to await the termination of a transferred precedent interest or estate; (4) transfers under which the decedent retained the right either alone or in conjunction with another person or persons, to designate who should possess or enjoy the property or the income therefrom; and (5) transfers under which the enjoyment of the transferred property was subject at decedent's death to a change through the exercise, either by the decedent alone or in conjunction with another person or persons, of a power to alter, amend, revoke, or terminate, or where such a power was relinquished in contemplation of decedent's death.
4. Annuities received by any beneficiary by reason of surviving the decedent.
5. Property owned jointly or in tenancy by the entirety, with right of survivorship.
6. Property subject to a general power of appointment, including property with respect to which the decedent exercised or released the power during his lifetime.
7. Insurance upon the life of the decedent, including insurance receivable by beneficiaries other than the estate.

NON-RESIDENT ALIENS include only property having a tax situs in the United States.

Section 198.01(2) — Executor — means the executor, administrator or curator of the decedent or if there is no executor, administrator or curator appointed, qualified and acting, then any person who is in the actual or constructive possession of any property included in the gross estate of the decedent.

