



Prepared by and return to:  
Donald F. Hammock, Jr.  
Smith, Hammock & Burke  
11 East Adams Street, Ste. 1400  
Chicago, Illinois 60603

MONROE COUNTY  
OFFICIAL RECORDS

FILE #1066017  
BK#1517 PG#2357

**AMENDMENT TO INTERDEVELOPMENT  
AND OPERATING AGREEMENT**

RCD May 29 1998 03:40PM  
DANNY L KOLHAGE, CLERK

THIS AMENDMENT (hereinafter referred to as "this Amendment") is made on the dates noted below by and between GWEN H. SMITH, W. KENT FULLER and SCOTT W. WOOD, successors in interest to KEY WEST COUNTRY CLUB, INC. (hereinafter referred to as "Purchasers") and KEY WEST COUNTRY CLUB DEVELOPMENT, INC. (hereinafter referred to as "Developer").

**WITNESSETH:**

WHEREAS, the Purchasers entered into that certain Agreement For Purchase of Leasehold Interest (hereinafter referred to as the "Purchase Agreement") on or about January 5, 1995, whereby Purchasers acquired the leasehold interest in a Ground Lease for real property commonly known as the Key West Golf Course (hereinafter referred to as the "Golf Course Property") and also acquired such other rights and interests to the Golf Course Property as set forth in the Purchase Agreement;

WHEREAS, as a condition to the Corporation closing the Purchase Agreement, Purchasers agreed to assume the obligations of the Corporation under the Interdevelopment and Operating Agreement (hereinafter referred to as "Interdevelopment Agreement");

WHEREAS, the Interdevelopment Agreement was made between Key West County Club, Inc. and Key West County Club Development, Inc. (hereinafter referred to as the "Developer") whereby Developer retained certain control over the Golf Course Property and related amenities for the limited purpose of facilitating the development of a gated golf course townhome community on property adjacent to the Golf Course Property;

**WHEREAS**, as part of the terms and conditions of the Interdevelopment Agreement, as specifically set forth in paragraph 7 of the Interdevelopment Agreement, Developer agreed to grant for the benefit of the Golf Course Property an exclusive easement for those portions of existing carpaths together with three feet of unpaved property adjacent to the carpaths located on the Development Property, a non-exclusive easement for use of a primary entranceway providing ingress and egress to and from the Golf Course Property and for existing carpaths, and also a non-exclusive easement for use of three carpaths connecting the number 1 green to the number 2 tee, the carpath connecting the number 7 green to the number 8 tee box and the 16<sup>th</sup> tee to the 18<sup>th</sup> green, and;

**WHEREAS**, the easements for the entranceway and carpaths have not been conveyed and have not been recorded and Developer has agreed to convey and record these easements to Purchasers;

**WHEREAS**, as part of the terms and conditions of the Interdevelopment Agreement, as specifically set forth in paragraph 8, the Developer retained exclusive control, in perpetuity unless assigned to the homeowners association, over strict and exacting architectural guidelines and requiring approval of plans and specification of any improvements to be constructed upon the Development Property and Golf Course Property. The Architectural Committee is controlled by Developer;

**WHEREAS**, as part of the Interdevelopment Agreement, as specifically set forth in paragraph 18, the Developer has required that any improvements shall comply with all applicable minimum standards established by the Architectural Control Committee and no improvement may be constructed, removed, changed or installed without Architectural Control Committee approval;

**WHEREAS**, as part of the Interdevelopment Agreement, as specifically set forth in

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paragraph 19, the Developer has imposed upon the Purchasers and the Golf Course Property negative covenants regarding the use and operation of the Golf Course Property and, as specifically set forth in paragraph 20, Purchasers have agreed to diligently and faithfully perform all obligations imposed upon Purchasers under the Ground Lease which is the subject of the Agreement for Purchase of Leasehold interest between Purchasers and Key West Country Club, Inc.;

**WHEREAS**, Purchasers and Developer recognize the obvious danger of residing in a golf course community and have used their best efforts to minimize those risks;

**WHEREAS**, Purchasers and Key West Country Club, Inc. have agreed to amend the Purchase Agreement as a condition of this Amendment to the Interdevelopment Agreement.

**NOW, THEREFORE**, for the sum of Ten Dollars (\$10.00), to be paid by Purchasers to Developer on May 1, 1998, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Purchasers and Developer agree as follows:

1. All of the above recitals are incorporated herein and made apart of this Agreement.
2. **Architectural Control.** Upon the sale of the 350<sup>th</sup> unit or 90% of the units to be developed upon the development property, Purchasers or their nominee(s), and any successors in interest to the Key West Golf Club, shall be a Developer designated member of the Architectural Control Committee, which is presently comprised of three (3) members. In the event the Architectural Control Committee is expanded, Purchasers shall be entitled to proportionate one-third (1/3) representation on the committee. At the time the Architectural Control Committee is no longer controlled by Developer, the Purchaser shall be entitled to one-third representation on the Committee.
3. **Damage Exemption From Architectural Control.** Any improvement constructed, removed, changed or installed to replace, repair or renovate an existing improvement, damaged or destroyed by fire, flood, wind, explosion or other catastrophe shall be exempt from the use standard and restrictions and Architectural Control Committee approval set forth in paragraph 18(a) of the Interdevelopment

Agreement, provided such improvements are substantially the same size and design. Furthermore any temporary structures built, installed or used upon the Golf Course Property during the replacement, repair or renovation of any improvement shall be exempt from the restrictions of paragraph 19(k) of the Interdevelopment Agreement.

Any improvement constructed or installed as a restroom shall be exempt from the use standard and restrictions and Architectural Control Committee approval set forth in paragraph 18(a) of the Interdevelopment Agreement.

4. Logo. Purchasers shall have the option of developing their own logo and promotional materials but will continue to utilize the Key West Golf Course and Key West Golf Club as tradenames for the Golf Course Property and operation in accordance with paragraph and 19(f) in the Interdevelopment Agreement.
5. No Sound Wall. Paragraph 7(f) of the Interdevelopment Agreement is hereby stricken in it's entirety. No wall shall be constructed adjacent to the Golf Course Property and the U.S. 1 and College Road right-of-ways.
6. Changes to Golf Course. Paragraphs 19(a) (b) and (g) are hereby stricken in their entirety. Purchasers may move or relocate tee boxes or sand traps, alter landscaping and waterscaping and add cartpaths to the Golf Course Property which enhance the use of the golf course. However, Purchasers shall not alter the golf course layout, cathpaths, landscaping or waterscaping in a manner which would materially and adversely effect the view or proposed view of the owners from Units.
7. Hours of Operation. Paragraph 18(e) is hereby modified to allow Purchasers to conduct events on the balcony of the Clubhouse until 12:00 (a.m.) midnight provided there is no outdoor music or other noise after 10:00 p.m. which would disturb the quiet and undistracting setting within the Townhome Project. Furthermore, paragraph 21(a) is hereby modified to reflect that golf course operations commence at 6:00 a.m. or sunrise, whichever is earlier.
8. Signage on U.S. 1. Paragraph 19(h) is hereby modified to allow the Purchasers to erect signs or place signage on the golf course property adjacent to the U.S. 1 right-of-way, subject to Developers approval while Developer controls the Architectural Control Committee.

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9. Exterior Lighting Driving Range. Paragraph 9(m) is hereby modified to allow Purchasers to install exterior lighting for the illumination of the driving range, provided the lighting is directed away from the Townhome Project and the driving range remains at its present location upon the Golf Course Property.
10. Deed Restriction for Conveyance of Development Property. Developer hereby agrees that if and when Developer deeds any portion of the Development Property to the City of Key West that any deed will be subject to the following language:

"This conveyance is made upon the condition that the lands described herein shall be added to the legal description of Demised Premises under that certain Ground Lease Agreement dated June 5, 1981 by and between the City of Key West Florida and Toby A. Arnheim and Norman B. Wood for the lease of the Golf Course Property. No additional rent or charges to the current lessee, their successors and assigns, or guests shall be made as result of the inclusion of the property."

11. Conveyance of Easements. Developer hereby agrees that at the time Purchasers pay the consideration to Corporation pursuant to the Amendment to the Agreement for Purchase of Leasehold Interest, Developer will simultaneously convey and record for the benefit of Purchasers and the Golf Course Property those perpetual easement agreements as required by paragraphs 7(b), 7(d), 7(e) and 15 of the Interdevelopment Agreement and the non-exclusive easement from the 16<sup>th</sup> tee to the 18<sup>th</sup> green.
12. Site Plan Review and Cooperation of Parties. Developer has prepared a site plan for Phase 3 of the Townhome Development. This site plan has been reviewed by Purchasers, Developer and the city of Key West to insure that the Golf Course Property and the Development Property compliment one another, and provide harmonious use of the Golf Course Property and the Development Property. Purchasers acknowledge that they have reviewed the site plan in detail and concept and provided Developer proceeds substantially in conformance with Ex. A, and constructs the houses and improvements within the boundaries shown on Ex. A, including the plans for buyer Doug Walker which have been shared with Purchasers, Purchasers will do nothing to interfere, impede or delay

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Developer's progress in completing development substantially in conformance with said Ex. A. In the event of breach of the covenants contained in this paragraph 12 by Purchasers, Developer shall be entitled to injunctive relief.

13. General Provisions. The terms and conditions of the Interdevelopment Agreement shall remain in full force and effect. This Amendment shall have the same force and effect as if incorporated in the Interdevelopment Agreement and shall take precedence over the Interdevelopment Agreement.
14. Representation of Authority and Non-Assignment. Developer represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has the requisite power and authority to enter into and consummate the transactions contemplated by this Amendment. Developer further represents and warrants that it has neither assigned, conveyed nor transferred its rights under either the Purchase Agreement or the Interdevelopment Agreement.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year written below.

IN THE PRESENCE OF:

Wm Smith

Kimberly Moore

Wm Smith

Kimberly Moore

PURCHASERS:

Gwenn H Smith

GWENN H. SMITH, as successor in interest to Key West Country Club, Inc.

Date: 5-13-98

(Corporate Seal)

W Kent Fuller

W. KENT FULLER, as successor in interest to Key West Country Club, Inc.

Date: 5/11/98

(Corporate Seal)

IN THE PRESENCE OF:

[Signature]

Scott W Wood

SCOTT W. WOOD, as successor in interest to Key West Country Club, Inc.

Kimberly Moore

Date: 5/11/98

(Corporate Seal)

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STATE OF ILLINOIS )  
                                  )SS.  
COUNTY OF COOK )

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Gwenn H. Smith, W. Kent Fuller and Scott W. Wood well known to me to be the individuals who executed the foregoing instrument and they severally acknowledged executing this instrument freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 13<sup>th</sup> day of May, 1998.

SUBSCRIBED and SWORN to before me

this 13<sup>th</sup> day of May, 1998.

Robin Sikora  
NOTARY PUBLIC



OF 549.85 FEET TO A POINT; THENCE NORTH 71°00' EAST FOR A DISTANCE  
 OF 338.50 FEET TO A POINT; THENCE NORTH 21°15' EAST FOR A DISTANCE  
 OF 370.00 FEET TO A POINT; THENCE NORTH 38°15' EAST FOR A DISTANCE  
 OF 188.52 FEET TO A POINT; THENCE NORTH 25°00' EAST FOR A DISTANCE  
 OF 165.30 FEET TO A POINT; THENCE NORTH 21°30' WEST FOR A DISTANCE  
 OF 151.47 FEET TO A POINT; THENCE NORTH 00°20' EAST FOR A DISTANCE  
 OF 284.00 FEET TO A POINT; THENCE NORTH 20°20' EAST FOR A DISTANCE  
 OF 173.00 FEET TO A POINT OF CURVE CONCAVE TO THE SOUTHEAST AND  
 HAVING A RADIUS OF 70.00 FEET; THENCE NORTHEASTERLY AND  
 SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 150.88 FEET  
 TO THE POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY ALONG A CURVE,  
 CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 150.00 FEET, FOR AN  
 ARC DISTANCE OF 189.99 FEET TO THE END OF SAID CURVE; THENCE SOUTH  
 15°30' EAST FOR A DISTANCE OF 545.60 FEET TO A POINT; THENCE SOUTH  
 25°00' WEST FOR A DISTANCE OF 600.00 FEET TO A POINT; THENCE NORTH  
 59°00' EAST FOR A DISTANCE OF 614.00 FEET TO A POINT; THENCE NORTH  
 74°00' EAST FOR A DISTANCE OF 344.60 FEET TO A POINT; THENCE SOUTH  
 88°20' EAST FOR A DISTANCE OF 239.25 FEET TO A POINT; THENCE NORTH  
 77°40' EAST FOR A DISTANCE OF 183.78 FEET TO A POINT; THENCE SOUTH  
 25°40' EAST FOR A DISTANCE OF 201.70 FEET TO A POINT; THENCE NORTH  
 65°30' EAST FOR A DISTANCE OF 284.00 FEET TO A POINT; THENCE NORTH  
 24°30' WEST FOR A DISTANCE OF 221.28 FEET TO A POINT; THENCE SOUTH  
 89°30'00" WEST FOR A DISTANCE OF 90.85 FEET TO A POINT; THENCE  
 NORTH 24°30'00" WEST FOR A DISTANCE OF 75.00 FEET TO A POINT;  
 THENCE NORTH 68°30' EAST FOR A DISTANCE OF 88.00 FEET TO A POINT OF  
 CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 500.00 FEET;  
 THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 216.08  
 FEET TO THE END OF SAID CURVE; THENCE NORTH 87°50'12" EAST FOR A  
 DISTANCE OF 461.73 FEET TO A POINT; THENCE SOUTH 56°40' EAST FOR A  
 DISTANCE OF 461.00 FEET TO A POINT; THENCE NORTH 38°00' WEST FOR A  
 DISTANCE OF 480.00 FEET TO A POINT; THENCE NORTH 48°00' WEST FOR A  
 DISTANCE OF 510.00 FEET TO A POINT; THENCE NORTH 40°11'41" EAST FOR  
 A DISTANCE 194.11 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF  
 THE LANDS DESCRIBED IN THE AFORESAID OFFICIAL RECORD BOOK NO. 408;  
 THENCE SOUTH 87°18'04" EAST ALONG SAID RIGHT-OF-WAY LINE FOR A  
 DISTANCE OF 706.82 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE  
 SOUTHWEST AND HAVING A RADIUS OF 250 FEET; THENCE SOUTHEASTERLY  
 ALONG SAID CURVED RIGHT-OF-WAY LINE FOR AN ARC DISTANCE OF 177.76  
 FEET; THENCE SOUTH 16°23'29" EAST ALONG SAID RIGHT-OF-WAY LINE FOR  
 A DISTANCE OF 343.19 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO  
 THE SOUTHWEST AND HAVING A RADIUS OF 1477.88 FEET; THENCE  
 SOUTHWESTERLY ALONG SAID CURVED RIGHT-OF-WAY LINE FOR AN ARC  
 DISTANCE OF 193.30 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF U. S.  
 HIGHWAY #1; THENCE SOUTH 86°34'28" WEST ALONG SAID RIGHT-OF-WAY  
 LINE FOR A DISTANCE OF 1165.43 FEET TO THE BEGINNING OF A CURVE,  
 CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2944.93 FEET;  
 THENCE SOUTHWESTERLY ALONG SAID CURVED RIGHT-OF-WAY LINE FOR AN ARC  
 DISTANCE OF 514.57 FEET; THENCE SOUTH 70°58'03" WEST ALONG SAID  
 RIGHT-OF-WAY LINE FOR A DISTANCE OF 2681.10 FEET BACK TO THE POINT  
 OF BEGINNING:

LESS AND EXCEPT

THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 66, AT PAGE 421 OF THE  
 SAID PUBLIC RECORDS. THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK  
 G-52 AT PAGE 32 OF THE SAID PUBLIC RECORDS.

RECORDER'S MEMO:  
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DESCRIPTION OF DEVELOPMENT PROPERTY

LEGAL DESCRIPTION

BEING PART OF LAND ON STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY MEAS. AND SOUND. AS FOLLOWS:

COMMENCING AT COORDINATES OF WHICH ARE X251,128.207 AND Y87,107.701 BASED ON THE UNITED STATES COAST AND GEODETIC SURVEY'S MERCATOR GRID COORDINATE SYSTEM WHICH HAS FOR ITS ZERO COORDINATES A POINT AT LATITUDE 24°20'00" NORTH AND 900,000.00 FEET WEST OF LONGITUDE 81°00'00" WEST, SAID POINT BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY BOUNDARY LINE OF JUNIOR COLLEGE ROAD WITH THE NORTHERLY RIGHT-OF-WAY BOUNDARY LINE OF U. S. HIGHWAY #1 (STATE ROAD NO. 5) AT THE WESTERLY END OF JUNIOR COLLEGE ROAD AND RUN THENCE NORTH 70°58'03" EAST ALONG THE NORTHERLY RIGHT-OF-WAY OF U. S. HIGHWAY #1 A DISTANCE OF 21.39 FEET; THENCE NORTH 12°21'44" EAST A DISTANCE OF 704.35 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 71°00' EAST FOR A DISTANCE OF 338.30 FEET TO A POINT;  
THENCE NORTH 21°15' EAST FOR A DISTANCE OF 370.00 FEET TO A POINT;  
THENCE NORTH 38°15' EAST FOR A DISTANCE OF 188.52 FEET TO A POINT;  
THENCE NORTH 28°00' EAST FOR A DISTANCE OF 165.30 FEET TO A POINT;  
THENCE NORTH 21°30' WEST FOR A DISTANCE OF 151.47 FEET TO A POINT;  
THENCE NORTH 00°20' EAST FOR A DISTANCE OF 284.00 FEET TO A POINT;  
THENCE NORTH 20°20' EAST FOR A DISTANCE OF 173.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 70.00 FEET A DISTANCE OF 150.88 FEET TO A POINT OF REVERSE CURVE CONCAVE NORTH EASTERLY;

THENCE SOUTH EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 350.00 FEET A DISTANCE OF 189.99 FEET TO A POINT;

THENCE SOUTH 15°30' EAST A DISTANCE OF 545.60 FEET TO A POINT;  
THENCE SOUTH 25°00' WEST A DISTANCE OF 800.00 FEET TO A POINT;  
THENCE NORTH 59°00' EAST A DISTANCE OF 614.00 FEET TO A POINT;  
THENCE NORTH 74°00' EAST A DISTANCE OF 346.60 FEET TO A POINT;  
THENCE SOUTH 88°20' EAST A DISTANCE OF 239.25 FEET TO A POINT;  
THENCE NORTH 77°40' EAST A DISTANCE OF 183.78 FEET TO A POINT;  
THENCE SOUTH 25°40' EAST A DISTANCE OF 201.70 FEET TO A POINT;  
THENCE NORTH 65°30' EAST A DISTANCE OF 284.00 FEET TO A POINT;  
THENCE NORTH 24°30' WEST A DISTANCE OF 223.28 FEET TO A POINT;  
THENCE SOUTH 89°30' WEST A DISTANCE OF 90.85 FEET TO A POINT;  
THENCE NORTH 24°30' WEST A DISTANCE OF 75.00 FEET TO A POINT;  
THENCE NORTH 65°10' EAST A DISTANCE OF 88.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 500.00 FEET A DISTANCE OF 216.08 FEET TO A POINT;

RECORDER'S MEMO:  
LEGIBILITY OF WRITING, TYPING, OR PRINTING WAS  
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PARCEL B. CONTINUED - DESCRIPTION OF DEVELOPMENT PROPERTY

TRENCE NORTH 87°30'12" EAST A DISTANCE OF 661.73 FEET TO A POINT;  
 TRENCE SOUTH 56°40' EAST A DISTANCE OF 461.00 FEET TO A POINT;  
 TRENCE NORTH 18°00' WEST A DISTANCE OF 480.00 FEET TO A POINT;  
 TRENCE NORTH 48°00' WEST A DISTANCE OF 510.00 FEET TO A POINT;  
 TRENCE NORTH 40°11'41" EAST A DISTANCE OF 194.11 FEET TO A POINT ON  
 THE WEST RIGHT-OF-WAY LINE OF JUNIOR COLLEGE ROAD;  
 TRENCE NORTH 57°18'04" WEST ALONG SAID RIGHT-OF-WAY LINE 46.57 FEET  
 TO A POINT OF CURVATURE OF A CURVE ON SAID RIGHT-OF-WAY LINE  
 CONCAVE TO THE SOUTH;  
 TRENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF  
 3769.72 FEET A DISTANCE OF 53.43 FEET TO A POINT;  
 TRENCE SOUTH 22°15'23" WEST A DISTANCE OF 86.38 FEET TO A POINT;  
 TRENCE NORTH 43°37' WEST A DISTANCE OF 208.02 FEET TO A POINT;  
 TRENCE NORTH 21°00' WEST A DISTANCE OF 115.00 FEET TO A POINT;  
 TRENCE SOUTH 26°10' WEST A DISTANCE OF 483.00 FEET TO A POINT;  
 TRENCE NORTH 86°11'18" WEST A DISTANCE OF 238.37 FEET TO A POINT;  
 TRENCE SOUTH 63°00' WEST A DISTANCE OF 202.50 FEET TO A POINT;  
 TRENCE SOUTH 02°20' EAST A DISTANCE OF 77.00 FEET TO A POINT;  
 TRENCE SOUTH 33°02'52" WEST A DISTANCE OF 173.48 FEET TO A POINT;  
 TRENCE SOUTH 70°00' WEST A DISTANCE OF 140.00 FEET TO A POINT;  
 TRENCE NORTH 34°15' WEST A DISTANCE OF 567.00 FEET TO A POINT;  
 TRENCE NORTH 75°15' WEST A DISTANCE OF 655.58 FEET TO A POINT;  
 TRENCE SOUTH 34°41'14" WEST A DISTANCE OF 405.85 FEET TO A POINT;  
 TRENCE SOUTH 38°50' WEST A DISTANCE OF 251.36 FEET;  
 TRENCE SOUTH 33°20' WEST A DISTANCE OF 573.00 FEET;  
 TRENCE SOUTH 03°40'22" WEST FOR A DISTANCE OF 549.85 FEET BACK TO  
 THE POINT OF BEGINNING.

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