

This Instrument Prepared by  
WILLIAM T. SWIGER  
BREED, WYSE, SWIGER, HENDERSON & TUCKER  
Attorneys at Law  
103 N. E. 1st Ave., Ocala, Fla. 32670

14138

AGREEMENT

300 364 147

THIS AGREEMENT made this 15th day of August, 1968, by and between OCALA INSURANCE & INVESTMENT COMPANY, a Florida corporation, hereinafter called party of first part, and FORE ACRES PARK, INC., a corporation not for profit, organized and existing under the Laws of the State of Florida, hereinafter called party of second part,

WITNESSETH:

WHEREAS, First party is the owner of certain lands in Marion County, Florida, described and known as FORE ACRES SUBDIVISION, said Subdivision recorded in Plat Book H, Page 3, Public Records of Marion County, Florida; and

WHEREAS, the lands hereafter described are excepted from said Plat but are surrounded by said subdivided lands; and

WHEREAS, party of second part is a non-profit corporation, the members being residents of said Subdivision, and said residents are desirous of erecting, at their expense, a park on said lands for the recreational purposes of the present and future residents of FORE ACRES SUBDIVISION, and their bona fide guests, and the first party is desirous of deeding said property to said second party for that purpose only.

NOW, THEREFORE, in consideration of the premises in the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the parties hereto agree as follows:

1. First party hereby agrees to grant, convey and transfer to second party the following-described lands, situate in Marion County, Florida, to-wit:

Commence at the NW corner of NW 1/4 of NE 1/4 of Section 33, Township 14 South, Range 22 East, thence East 820 feet, thence South 694.5 feet for the Point of Beginning, thence West 280 feet, thence North 310 feet to P.C. of curve concave SE having a radius of 30 feet and a central angle of 90° North 45" East a chord distance of 42.43 feet to point of said curve, thence East 110 feet, thence South 120 feet, thence East 140 feet, thence South 220 feet to the Point of Beginning,

upon the express condition that said lands will be used for the recreational purposes of the present and future residents of FORE ACRES SUBDIVISION, and their bona fide guests.

2. Second party agrees to accept said lands and to use same solely for that purpose and to erect, at its sole expense, recreational facilities and to allow all residents of FORE ACRES SUBDIVISION and their bona fide guests to use same free of charge, as said Subdivision is now platted and also for the residents of future lands that first party or its successors or assigns may develop adjacent thereto.

3. It is understood and agreed that second party will assume all liability for injury or accidents occurring on said lands subsequent to the granting of the aforementioned Deed, and that they will hold and save first party harmless as to same.

4. It is expressly understood and agreed that should second party fail to use said lands for recreational purposes, as aforesaid, and fail to maintain said property in a neat and attractive condition, keeping same free of all debris, and said failure shall continue for a period of six (6) months, then, in that event, all of the right, title and interest received by second party by the Deed to be given second party by first party, shall immediately terminate and cease and first party shall have the right to enter and repossess the premises, and for that purpose second party has simultaneously herewith executed a Quit Claim Deed to be held in escrow by first party, and upon second party's failure to comply with the terms of this Agreement, first party is authorized to immediately thereafter record said Quit Claim Deed in the Public Records. If said estate shall be terminated, all improvements made on said property shall immediately become the property of first party.

5. It is understood and agreed that first party shall reserve in said conveyance the right to expand the present water plant and distribution system over, on and under that portion of the above-described lands, described as follows: the North 120 feet of the West 140 feet.

For that purpose second party agrees to erect no permanent improvements on said portion of said lands.

6. Time is expressly made of the essence of all the terms and conditions of this Agreement, and the terms of this Agreement shall survive the granting of said Deed and shall constitute a covenant running with the land.

IN WITNESS WHEREOF, the parties have hereto executed these presents, the day and year first above written.

Signed, sealed and delivered in the presence of:

OCALA INSURANCE & INVESTMENT COMPANY, a Florida corporation

[Signature]

By Bright Taylor  
Bright Taylor, President

[Signature]  
As to first party

Attest: [Signature]  
W. W. Griffin, Jr., Secretary

FORE ACRES PARK, INC., a corporation not for profit, organized and existing under the Laws of the State of Florida

[Signature]

By [Signature]  
John Sensanbaugh, President

[Signature]  
As to second party

Attest: [Signature]  
Clifford Touchet, Secretary

FILED  
1969 SEP -3 PM 1:45  
CLERK CIRCUIT COURT  
MARION COUNTY, FLA.

STATE OF FLORIDA }  
COUNTY OF MARION }

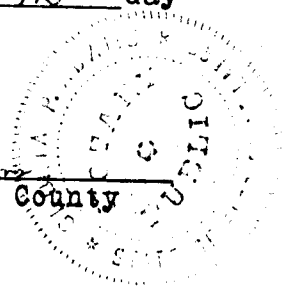
BOOK 364 PAGE 150

Before me personally appeared BRIGHT TAYLOR  
and W. W. GRIFFIN, JR.  
to me well known, and known  
to me to be the individuals described in and who executed the  
foregoing instrument as President and  
Secretary of the OCALA INSURANCE & INVESTMENT COMPANY  
Florida, a corporation under the laws of Florida,  
and severally acknowledged to and before me that they executed  
such instrument as such President and  
Secretary, respectively, of said corporation, and that the seal  
affixed to the foregoing instrument is the corporate seal of said  
corporation and that it was affixed to said instrument by due  
and regular corporate authority, and that said instrument is the  
free act and deed of said corporation.

WITNESS my hand and official seal, this 15th day  
of June August, 19 68.

My commission expires:  
June 15, 1971

Glenn P. Adams  
Notary Public in and for the County  
and State aforesaid.



STATE OF FLORIDA }  
COUNTY OF MARION }

Before me personally appeared JOHN SENSANBAUGH  
and CLIFFORD TOUCHET  
to me well known, and known  
to me to be the individuals described in and who executed the  
foregoing instrument as President and  
Secretary of the FORE ACRES PARK, INC., a corporation not for profit,  
organized and existing as a corporation under the laws of Florida  
and severally acknowledged to and before me that they executed  
such instrument as such President and  
Secretary, respectively, of said corporation, and that the seal  
affixed to the foregoing instrument is the corporate seal of said  
corporation and that it was affixed to said instrument by due  
and regular corporate authority, and that said instrument is the  
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Filed and recorded SEP 3 1968 in O. R. Book 364 Page 147  
-4- Record Verified. John F. Nicholson, Clerk of Circuit Court, Marion Co. Fla  
By John F. Nicholson D. C.