Inst: 313442 Date:04/04/2013 Time:02:25 PM Doc Stamp-Deed: \$665.00 JHARRELL

DC, Brent Thurmond, WAKULLA County B: 906 P: 472 - 482

Asset No. 10296005461

Recording requested by Chris Drivas LandCastle Title, LLC 5110 Eisenhower Blvd. #102 Tampa, FL 33634 File No. TPR-1303001238

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### SPECIAL WARRANTY DEED

STATE OF FLORIDA §
COUNTY OF OUV §
§

#### **RECITALS**

WHEREAS, Federal Deposit Insurance Corporation as receiver for Wakulla Bank, Crawfordville, FL, whose address is 1601 Bryan Street, Energy Plaza, Dallas, TX 75201 (the "Institution"), acquired the Property by that certain Special Warranty Deed in Lieu of Foreclosure dated August, 18 2010, and recorded in Official Records Book 834, Page 399 of the records of Wakulla County, Florida, on September 14, 2010; and

WHEREAS, the Institution was closed by the Florida Office of Financial Regulation on October 1, 2010, and the Federal Deposit Insurance Corporation (the "FDIC") was appointed as receiver for the Institution (the "Receiver"); and

WHEREAS, as a matter of federal law, 12 U.S.C. § 1821(d)(2)(A)(i), the Receiver succeeded to all of the right, title, and interest of the Institution in and to, among other things, the Property.

NOW, THEREFORE, the Receiver (hereinafter, "Grantor"), whose address is 1601 Bryan Street, Dallas, Texas 75201, for and in consideration of NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$95,000.00), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto KMZ Land, LLC, A Florida Limited Liability Company ("Grantee"), whose address 3714 Bobbin Brook E, Tallahassee, FL 32312, that certain real property situated in Wakulla County, Florida, as described on <a href="Exhibit "A" attached hereto and made a part hereof for all purposes, together with any and all improvements thereto and all and singular the rights and appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property"), subject however to any and all exceptions, easements, rights-of-way, covenants, conditions, restrictions,

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reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Property, encumbrances, access limitations, licenses, prescriptive rights, rights of any tenants under any leases covering the Property or any portion thereof, and any and all other matters or conditions affecting the Property, including, without limitation, any and all matters or conditions reflected on <a href="Exhibit">Exhibit "B"</a> attached hereto and made a part hereof for all purposes, and whether known or unknown, recorded or unrecorded, as well as standby fees, real estate taxes, and assessments on or against the Property for the current year and subsequent years and subsequent taxes and assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property; and any and all zoning, building, and other laws, regulations, and ordinances of municipal and other governmental authorities affecting the Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances"). Grantee, by its acceptance of delivery of this Special Warranty Deed, assumes and agrees to perform any and all obligations of Grantor or the Institution under the Permitted Encumbrances.

FURTHER, GRANTEE, BY ITS ACCEPTANCE OF DELIVERY OF THIS SPECIAL WARRANTY DEED, ACKNOWLEDGES AND AGREES THAT (i) EXCEPT FOR THE SPECIAL (OR LIMITED) WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) ANY INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT OR HOPE TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE DESCRIPTION, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OR ANY PART THEREOF, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY

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INSPECTED THE PROPERTY AND THAT THE CONVEYANCE HEREUNDER OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; and (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS SPECIAL WARRANTY DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION, SIGNIFICANCE, EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.

Further, by its acceptance of delivery of this Special Warranty Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, the Institution, and the FDIC in any and all of its various other capacities, and their respective employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it or they may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Property in any manner whatsoever. This covenant releasing Grantor, the Institution, and the FDIC in any and all of its various other capacities shall be a covenant running with the Property and shall be binding upon Grantee, its successors, and assigns.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging to Grantor, unto Grantee, its heirs, personal representatives, successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT SPECIALLY AND FOREVER DEFEND all and singular the Property unto Grantee, its heirs, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject, however, to the Permitted Encumbrances.

The fact that certain encumbrances, limitations, or other matters or conditions may be mentioned, disclaimed, or excepted in any way herein, whether specifically or generally, shall not be a covenant, representation, or warranty of Grantor as to any encumbrances, limitations, or any other matters or conditions not mentioned, disclaimed, or excepted. Notwithstanding anything herein to the contrary, however, nothing herein shall be construed or deemed as an admission by Grantor or Grantee to any third party of the existence, validity, enforceability, scope, or location of any encumbrances, limitations, or other matters or conditions mentioned, disclaimed, or excepted in any way herein, and nothing shall be construed or deemed as a waiver by Grantor or Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope, or location of same against third parties.

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By its acceptance of delivery of this Special Warranty Deed, Grantee hereby assumes the payment of all *ad valorem* taxes, standby fees, and general and special assessments of whatever kind and character affecting the Property which are due, or which may become due, for the current tax year or assessment period and for any tax year or assessment period subsequent to the date of this Special Warranty Deed, including, without limitation, taxes or assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property or any portion thereof.

IN WITNESS WHEREOF, this Special Warranty Deed is executed on 28 MH 2013

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF DUVAL

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This instrument was acknowledged before me on the 28 day of 2013, by Tanks , Attorney in Fact for the Federal Deposit Insurance Corporation as receiver for Wakulla Bank, Crawfordville, FL in its corporate capacity, on behalf of said entity. He/She is personally known to me or who has provided identification.

Notary Public, State of

Mark A. Haines

Mark A. Haines

Commission # DD991338

Expires: MAY 12, 2014

BONDED THRU ATLANTIC BONDING CO, INC.

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# EXHIBIT "A" to Special Warranty Deed

Legal Description

Commence at a 3 mech government concrete monument marking the Northwest corner of Section 1, Township 6 South, Range 2 West of Wakulla County, Florida and run South 00 degrees 26 minutes 46 seconds East along the Westerly boundary of said Section 1, 856.28 feet to a re-rod (marked #7160) lying on the Southerly right-of-way boundary of U.S. Highway No: 98 said point also being the POINT OF BEGINNING. From said POINT OF BEGINNING and leaving said right-of-way boundary continue South 00 degrees 26 minutes 46 seconds East along said Section line (as monumented) a distance of 3411.10 feet to a re-rod (marked #7160) lying on the Mortherly right-of-way boundary of State Road No: S-372 (Surf Road) said point also lying on a curve concave to the Southerly, thence run Northwesterly along said right-of-way boundary and said curve having a radius of 5769.65 feet, through a central angle of 07 degrees 04 minutes 36 seconds for an arc distance of 712.60 feet, chord being North 77 degrees 05 minutes 05 seconds West 712.15 feet to a re-rod (marked #7160), thence run North 80 degrees 37 minutes 22 seconds West along said right-of-way boundary 271.43 feet to a ro-rod (marked #7160), thence leaving said right-of-way boundary run North 00 degrees 20 minutes 51 seconds West 661,58 feet to a concrete monument (marked #2919), thence run South 89 degrees 42 minutes 29 seconds West 104.85 feet to a concrete monument (marked #2919), thence run South 00 degrees 20 minutes 51 seconds East 393.53 feet to a re-rod (marked #7160), thence run North 80 degrees 36 minutes 46 seconds West 103.54 feet to a re-rod (marked #7160) thence run South 00 degrees 19 minutes 47 seconds East 250.19 feet to a re-rod (marked #7160) lying on the Northerly right-of-way boundary of said State Road S-372, thence run North 80 degrees 37 minutes 22 seconds West along said right-of-way boundary 210.01 feet to a concrete monument (marked #799), thence leaving said right-of-way boundary run North 00 degrees 17 minutes 00 seconds West 4015.88 feet to a concrete monument, thence run South 89 degrees 08 minutes 32 seconds East 784,73 feet to a re-rod (marked #7160) lying on the Southwesterly right-of-way boundary of U.S. Highway No: 98 said point also lying on a curve concave to the Northeasterly, thence run Southeasterly along said right-of-way boundary and said curve having a radius of 2964.79 feet, through a central angle of 20 degrees 17 minutes 05 seconds for an arc distance of 1049.64 feet, chord being South 34 degrees 04 minutes 20 seconds East 1044.17 feet to the POINT OF BEGINNING containing 121.08 agres more or less.

Less and except the following lots have been already sold.

Lots 1, 3, 4, 5, 6, 7, 8,11, 13, 14, 15,16, 18, 19, 22, 23, 24, 26, 27, 29, 31, 32, 34, 35, 36, 38, 39, 40, 41, 42, 43, 44, 45, 46, 50, 32, 53, 55, 56, 59, 60, 61, 62, 64, 65, 66, 69, 70, 71, 72, 75, 76, 77, 80, 84, 88, 90, 91, 92, 93, 94, 95, 96, 97, 99, 101, 162, 103, 104 of The Refuge at Panacea, a subdivision as per map or plat thereof recorded Plat Book 4, Page 18-22 of the public Records of Wakulla County, Florida

Isesy and exceptable following property conveyed by Federal Deposit<mark>insura</mark>nce Corporation as receiver fol Walkilla Bank to Richard E-Shepard by Special Warranty Deed dated June 28-2011, and recorded on July

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> 1, 2011, Instrument Number 298710, Book 855, Page 606-610, of the Public Records of Wakulla County. Florida, and more fully described in the Special Warranty Deed as follows:

MORE PARTICULARLY DESCRIBED BY SURVEY PREPARED BY THURMAN RODDENBERRY AND ASSOCIATES, INC., DATED JUNE 16, 2011, JOB NO. 11-150. Being at an iron rod and cap (marked #7160) marking the Southeast comer of The Refuge, a subdivision as per map or plat thereof recorded in Plat Book 4, Pages 18-22 of the Public Records of Wakulla County, Florida said point also lying on a curve concave to the Southerly, said point also lying on the Northerly right-of-way boundary of State Road No. S-372 (Surf Road). From said POINT OF BEGINNING run Southeasterly along said right-of-way boundary and curve having a radius of 5769.65 feet, through a central angle of 02 degrees 29 minutes 16 seconds, for an arc distance of 250.52 feet, chord being South 74 degrees 47 minutes 25 seconds East 250.50 feet to an iron rod and cap (marked #7160), thence leaving said right-of-way boundary run North 00 degrees 26 minutes 46 seconds West along the Westerly boundary of Section 1, Township 6 South, Range 2 West, Wakulla County, Florida (as monumented) 3042.79 feet to an iron rod and cap (marked #7160) marking the Southeast corner of a common area as depicted on said record plat of The Refuge, thence run along the South boundary of said common area the following 3 (three) courses: South 89 degrees 33 minutes 14 seconds West 168.31 feet to an iron rod and cap (marked #7160), then run South 00 degrees 11 minutes 52 seconds East 10.00 feet to an iron rod and cap (marked #7160), then run South 89 degrees 33 minutes 14 seconds West 60.00 feet to an iron rod and cap (marked #7160) marking the Southwest corner of said common area, thence run South 00 degrees 11 minutes 52 seconds East along the Easterly boundary of said The Refuge a distance of 2965,22 feet to the POINT OF BEGINNING containing 16.20 acres more or less.



FDIC

DATE: 2/20/13 **INITIALS: TM** 

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## EXHIBIT "B" to Special Warranty Deed

[Specific Permitted Encumbrances]

- 1. Taxes and assessments for the year 2013 and subsequent years.
- 2. Rights or claims of parties in possession not shown by the public records.
- 3. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
- 4. Any minerals or mineral rights leased, granted or retained by current or prior owners.
- 5. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the land.
- 6. Declaration of Covenants, Conditions, Restrictions and Easements, which contains provisions for a private charge or assessments, recorded in Book 598, Page 663 and Supplemental Declaration recorded in Book 733, Page 463, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- 7. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of REFUGE AT PANACEA, as recorded in Plat Book 4, Page(s) 18, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- 8. Any claim which arises out of the transaction recorded in Book 834, Page 399, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 9. Subject to any potential HOA assessment and special assessment from the Refuge of Panacea, LLC.

Note: Said Homeowner's Assn.has been inactive as of May 23, 2012 per the FL Department of State Division of Corporations and has NOT been re-activated. In addition, per search of the public records, there are no recorded liens for any HOA assessments and/or special assessments.

i) ti Any reference within Schedule A (insured premises) to acreage is specifically not insured.

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Prepared by: Renee Marie Araujo, Esq. FDIC East Coast Temporary Satellite Office 7777 Baymeadows Way West Jacksonville, FL 32256

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## LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION, a Corporation organized and existing under an Act of Congress, hereinafter called the "FDIC," acting in its Receivership capacity or separate Corporate capacity or as Manager of the FSLIC Resolution Fund has acquired and will acquire certain assets for liquidation and has determined that it is necessary to appoint a representative to act on its behalf in connection with the maintenance and liquidation of said assets, hereinafter called the "Acquired Assets."

WHEREAS, the FDIC desires to designate JAMES S. COX as attorney-in-fact for the limited purpose of facilitating the management and disposition of the Acquired Assets; and

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW, THEREFORE, the FDIC appoints JAMES S. COX as its true and lawful attorney-in-fact to act in its name, place, and stead, and hereby grants JAMES S. COX the authority, subject to the limitations herein, as follows:

- (1) Sign, seal and deliver as the act and deed of the FDIC any instrument in writing, and to do every other thing necessary and proper for the collection and recovery of any and all monies and properties of every kind and nature whatsoever for and on behalf of the FDIC and to give proper receipts and acquittance therefor in the name and on behalf of the FDIC;
- (2) Release, discharge or assign any and all judgments, mortgages on real estate or personal property, including the release and discharge of the same of record in the Official or Public Records of the Clerk of any Circuit Court or any other official public records or registries, wherever located, where payments on account of the same in redemption or otherwise may have been made by the

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debtor(s), and to endorse receipt of such payment upon the records in any appropriate public office;

- (3) Receive, collect and give all proper acquittance for any other sums of money owing to the FDIC for any Acquired Asset which the attorney-in-fact may sell or dispose of;
- (4) Execute any and all transfers and assignments as may be necessary to assign any securities or other choses in action;
- (5) Sign, seal, acknowledge and deliver any and all agreements, easements, or conveyances as shall be deemed necessary or proper by the FDIC attorney-in-fact in the care and management of the Acquired Assets;
- (6) Sign, seal, acknowledge and deliver indemnity agreements and surety bonds in the name of and on behalf of the FDIC;
- (7) Sign receipts for the payment of all rents and profits due or to become due on the Acquired Assets;
- (8) Execute, acknowledge and deliver deeds of real property in the name of the FDIC;
- (9) Extend, postpone, release and satisfy or take such other action regarding any mortgage lien held in the name of the FDIC;
- (10) Execute, acknowledge and deliver in the name of the FDIC a power of attorney wherever necessary or required by law to any attorney employed by the FDIC;
- (11) Foreclose any mortgage or other lien on either real or personal property, wherever located;
- (12) Do and perform every act necessary for the use, liquidation or collection of the Acquired Assets held in the name of the FDIC;
- (13) Sign, seal, acknowledge and deliver any and all documents as may be necessary to settle any action(s) or claim(s) asserted against the FDIC, either in its Receivership or Corporate capacity, or as Manager of the FSLIC Resolution Fund.

This Power of Attorney shall be effective May 9, 2012, and shall continue in full force and effect through May 8, 2014, unless otherwise terminated by any official of the FDIC authorized to do so by the Board of Directors of the FDIC.

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IN WITNESS WHEREOF, the FDIC, by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be subscribed in its name this <u>29</u> day of <u>MANCH</u>, 2012.

FEDERAL DEPOSIT INSURANCE

**CORPORATION** 

Title: Manager of Customer Service -

East Coast Temporary Satellite Office 7777 Baymeadows Way West

Jacksonville, FL 32256

Signed in the presence of:

Printed Name:

Witness:

Printed Name: \_

STATE OF FLORIDA

**COUNTY OF DUVAL** 

On this 21 day of Monch, 2012, before me, a Notary Public in and for the State of Florida appeared OPHELIA JONES, to me personally known, who, being by me first duly sworn did depose that he/she is Manager of Customer Service, East Coast Temporary Satellite Office of the Federal Deposit Insurance Corporation (the "Corporation"), in whose name the foregoing Limited Power of Attorney was executed and subscribed, and the said Limited Power of Attorney was executed and subscribed on behalf of the said Corporation by due authority of the Corporation's Board of Directors, and the said OPHELIA JONES, acknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.

[PLACE NOTARY SEAL BELOW HERE]

Printed Name of Notary

My Commission expires:

Commission No.: EE 112

Limited Power of Attorney - JAMES S. COX

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STATE OF FLORIDA

**COUNTY OF DUVAL** 

On this March, 2012, before me, a Notary Public in and for the State of Florida appeared Beneva V. young (witness #1) (witness #2). and \_\_\_\_\_\_\_ (witness #2), to me personally known to be the persons whose names are subscribed as witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that they saw OPHELIA JONES, Manager of Customer Service, East Coast Temporary Satellite Office, of the Federal Deposit Insurance Corporation, the person who executed the foregoing instrument, and had subscribed the same, and that they had signed the same as a witness at the request of the person who executed the same.

[PLACE NOTARY SEAL BELOW HERE]

Sicolo Coo

Printed Name of Notary: Deborah L. Smith
Commission No.: E E 112502

My Commission expires: 7-14-2015

My Commission expires: \_

CERTIFIED

**COPY OF** 

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AND CORRECT OF ORIGINAL D IN DUVAL GWERK'S OFFICE -15-13

STATE OF FLORIDA DUVAL COUNTY

างรักเริ่มในรักษาเหมือนจังธุ

I, THE UNDERSIGNED Clerk of the Circuit Court, Duval County, Florida, DO HEREBY CERTIFY the within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the Clerk of Circuit Court of Deval County. Florida, and the same is in full force, and effect.

WITNESS my hand and soal of Cle lacksonville, Florida, this the day

pr Clerk of City JIM FULLER

Beputy (Cherk

Limited Power of Attorney - JAMES S. COX