



(850) 412-2007  
FAX: (877) 604-5230  
KATHRYN.COWDERY@RUDEN.COM

RECEIVED-HQSC  
03 OCT -2 PM 2:28  
COMMISSION  
CLERK

AUS \_\_\_\_\_  
CAF \_\_\_\_\_  
CMP \_\_\_\_\_  
COM \_\_\_\_\_  
CTR \_\_\_\_\_ KGC  
ECR \_\_\_\_\_ Enclosures  
GCL \_\_\_\_\_ Cc: Patti Daniel (w/enc.)  
OPC \_\_\_\_\_  
MMS \_\_\_\_\_  
SEC   I   TAL:45053:1  
OTH \_\_\_\_\_ RUD \_\_\_\_\_  
CARACAS ■ FT. LAUDERDALE ■ MIAMI

CARACAS ■ FT. LAUDERDALE ■ MIAMI ■ NAPLES ■ PORT ST. LUCIE ■ SARASOTA ■ ST. PETERSBURG ■ TALLAHASSEE ■ TAMPA ■ WEST PALM BEACH

SEE TAMPA WEST PALM BEACH DATE

09541 OCT-28

FPSC-COMMISSION CLERK

2/20/2003 Time: 3:37 P To: @ 15618335604  
Page: 003-009

IMAGE01 : FL-03-15446-2 02/20/2003 03:35:20pm

Page 1 of 4

This Instrument Prepared by  
Drennen L. Whismire, Esq.  
Haile, Shaw & Pfaffenberger, P.A.  
450 Royal Palm Way, Sixth Floor  
Palm Beach, Florida 33480

RETIRED TO:  
First American Title Ins. Co.  
15400 1<sup>st</sup> 19<sup>th</sup> N, Suite 135  
Clearwater, FL 33763

2002202741

Repl: 843437 Recd: 10.00  
DS: 4787.10 IT: 0.00  
12/30/02 *[Signature]* Sply Clerk

Tax Parcel Identification Nos.: 10-26-16-0020-00500-0010  
03-26-16-0070-05900-0000

JED PITTMAN, PASCO COUNTY CLERK  
12/30/02 03:44 PM  
OR BK 5185 PG 1925

### WARRANTY DEED

THIS WARRANTY DEED made as of the 17<sup>th</sup> day of December, 2002, by HACIENDA UTILITIES, LTD., a Florida limited partnership, having an address at c/o Diversified Investments Services, LLC, 3005 Douglas Boulevard, Suite 150, Roseville, California 95661 (hereinafter called "Grantor") to HV UTILITY SYSTEMS, L.L.C., a Delaware limited liability company, having an address at Two North Riverside Plaza, Suite 800, Chicago, Illinois 60606 (hereinafter called "Grantee").

(Where used herein the terms "Grantor" and "Grantee" include all parties to this instrument and their respective legal representatives, successors and assigns).

### WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100s Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate and being in Pasco County, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property"), subject to those matters set forth on Exhibit "B" attached hereto and incorporated herein.

TO HAVE AND TO HOLD the same in fee simple forever,

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

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

DOCUMENT NUMBER DATE

09541 OCT-28

FPSC-COMMISSION CLERK

2/20/2003 Time: 3:37 PM To: @ 15618335604  
Page: 004-009

IMAGE01 : FL-03-15446-2 02/20/2003 03:35:20pm

Page 2 of 4

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

HACIENDA UTILITIES, LTD., a Florida limited partnership

By: Hacienda Utilities, L.C., a Florida limited liability company, as its General Partner

WITNESSES:

3256  
Name:

By: Barry L. Haase  
Barry L. Haase, as its Manager

OR BK 5185 PG 1926  
2 of 4

D. Richard Tapp  
Name:

STATE OF Maryland

COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 16 day of December, 2002 by Barry L. Haase, as Manager of Hacienda Utilities, L.C., a Florida limited liability company, as General Partner of HACIENDA UTILITIES, LTD., a Florida limited partnership, on behalf of the limited partnership. Such person is personally known to me or has produced a Florida driver's license as identification and did not take an oath.

(NOTARIAL SEAL)

3256  
NOTARY PUBLIC

Printed Name of Notary:

Young J. Ahn

Commission No.:

Commission Expiration:

YOUNG J. AHN

NOTARY PUBLIC

State of Maryland

Comm. Expires 06/1/2004

**Exhibit A**  
**HACIENDA UTILITIES, LTD.**  
**Legal Description of Property**

OR BK 5185 PG 1927  
3 of 4

**PARCEL I:**

The West 1/2 of Tract 5, PORT RICHEY LAND COMPANY SUBDIVISION of Section 10, Township 26 South, Range 16 East, according to the Map or Plat thereof as recorded in Plat Book 1, Page 61, Public Records of Pasco County, Florida, subject to road right-of-way over the North 15 feet thereof per Plat recorded in Plat Book 1, Page 61, Public Records of Pasco County, Florida.

**PARCEL II:**

A part of Tract 59 of PORT RICHEY LAND COMPANY SUBDIVISION of Section 3, Township 26 South, Range 16 East, as shown on the Plat recorded in Plat Book 1, Page 61, Public Records of Pasco County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Southeast 1/4 of Section 3, Township 26 South, Range 16 East, and go South 00°31'10" West, 1650.90 feet along the West boundary of said Southeast 1/4; thence South 89°38'54" East, 664.77 feet to a point on the North boundary of said Tract 59; thence South 00°26'03" West 30.00 feet, to the Point of Beginning; thence South 89°38'54" East, 190 feet, along a line 30.00 feet South of and parallel to the North boundary of said Tract 59; thence South 00°26'03" West, 320 feet, along a line 30.00 feet West of and parallel to the East boundary of Tract 59; thence North 89°38'54" West, 190 feet; thence North 00°26'03" East, 320 feet to the Point of Beginning.

te: 2/20/2003 Time: 3:37 PM To: @ 15618335604  
Page: 008-000

IMAGE01 : FL-03-15446-2 02/20/2003 03:35:20pm

Page 4 of 4

**Exhibit B**

**HACIENDA UTILITIES, LTD.**

**Permitted Exceptions to Title**

OR BK **5185** PG **1928**  
4 of 4

1. Taxes and assessments for the year 2003 and subsequent years, which are not yet due and payable.
2. Subject to Terms and Conditions of Right of Removal Agreement recorded in Official Records Book 3221, Page 1470, Public Records of Pasco County, Florida.
3. Terms and conditions of the Perpetual Non-Exclusive Access Easement Agreement by and between Hacienda Village Manufactured Home Communities, Ltd., a Florida limited partnership, and Hacienda Utilities, Ltd., a Florida limited partnership dated October 8, 1998, recorded October 8, 1998 in Official Records Book 4020, Page 320, Public Records of Pasco County, Florida.
4. Subject to a 30-foot easement for public right-of-way along the Southerly boundary running East and West as set forth on the Plat of Port Richey Land Company Subdivision of Section 3, Township 26 South, Range 16 East, recorded in Plat Book 1, Page 61, Public Records of Pasco County, Florida (as to Parcel 1).
5. Rights of adjoining landowners as to Parcel 1 due to the fence not being located on the property lines of Parcel 1 (as to Parcel 1).
6. Rights of tenants in possession as tenants only, under unrecorded leases.
7. Variations between 6 foot chain link fence and property line of Parcel 1 as shown on that certain survey dated June 12, 2002, last revised December 6, 2002, as prepared by Germaine Surveying, Inc., bearing Job No. 297-02-3.
8. Mortgage and Security Agreement by Hacienda Utilities, Ltd., a Florida limited partnership, to Finova Realty Capital of Greater Florida, Inc., a Delaware corporation, recorded in O.R. Book 4023, Page 1109, Pasco County Public Records (the "Mortgage").
9. Financing Statement given by Hacienda Utilities, Ltd., to Finova Realty Capital of Greater Florida, Inc., recorded in O.R. Book 4023, Page 1104, Pasco County Public Records (the "Financing Statement").

Hacienda Utilities, Ltd.\Warranty Deed.wpd

2/ ✓  
This instrument prepared by and  
after recording return to:

Katten Muchin Zavis Rosenman  
525 W. Monroe Street, Suite 1600  
Chicago, Illinois 60661  
Attn: Daniel J. Perlman



Rept: 710007 Rec: 33.00  
DS: 0.70 IT: 0.00  
08/26/03 JED PITTMAN, PASCO COUNTY CLERK  
Duty Clerk

JED PITTMAN, PASCO COUNTY CLERK  
08/26/03 02:18pm 1 of 7  
OR BK 5509 PG 336

This Space for Recording Information

RETURN TO: *ADDN 21*  
First American Title Ins. Co.  
25400 US 19 N, Suite 135  
Clearwater, FL 33763

cc/de  
**R**

### GRANT OF NON-EXCLUSIVE EASEMENT

**THIS GRANT OF NON-EXCLUSIVE EASEMENT** ("Agreement") is made and entered into as of the 17<sup>th</sup> day of December, 2002, by and between **MHC HACIENDA VILLAGE, L.L.C.**, a Delaware limited liability company having an address of c/o Manufactured Home Communities, Inc., Two North Riverside Plaza, Suite 800, Chicago, Illinois 60606 ("Grantor"), and **HV UTILITY SYSTEMS, L.L.C.**, a Delaware limited liability company having an address of c/o Manufactured Home Communities, Inc., Two North Riverside Plaza, Suite 800, Chicago, Illinois 60606 ("Grantee").

**WHEREAS**, Grantor is the owner of that certain parcel of land situated in Pasco County, Florida, more particularly described on Exhibit A attached hereto and made a part hereof ("Property");

**WHEREAS**, Grantee owns that certain parcel of land adjacent to the Property, more particularly described on Exhibit B attached hereto and made a part hereof ("Utility Parcel"). The Utility Parcel is improved with a wastewater treatment plant and related facilities ("Plant") which currently services, inter alia, the manufactured home community located on the Property and commonly known as Hacienda Village;

**WHEREAS**, Grantee also owns certain water and sewer lines and related appurtenances located on, in or under the Property (collectively, the "Improvements"), which Improvements are, inter alia, related to the operation of the Plant; and

**WHEREAS**, Grantor has agreed to grant to Grantee certain easement rights with respect to the Improvements for the benefit of the Utility Parcel.

### WITNESSETH:

1. For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, its successors and permitted assigns, subject to the terms and conditions of this Agreement, a non-exclusive easement with respect to the Property, together with the right of ingress thereto and egress therefrom, solely for the purpose of constructing, repairing, maintaining and operating the Improvements, all at the sole cost and expense of Grantee.

1/25  
2/2

OR BK **5509** PG **337**  
2 of 7

2. Any activities conducted by Grantee pursuant to the provisions of this Agreement are hereinafter collectively referred to as "Activities". Any such Activities shall be conducted only upon reasonable prior notice to Grantor (except in an emergency) and in accordance with the terms and conditions of this Agreement.

3. Grantee shall be solely responsible, at Grantee's sole cost and expense, for the construction, repair, maintenance and operation of the Improvements.

4. Title to the Property shall remain with Grantor. Grantor reserves the right to use the Property and to grant rights to others therein for such purposes as Grantor may deem appropriate; provided, however, that any such use or rights will be consistent with the purposes of this Agreement and shall not unreasonably interfere with Grantee's rights under this Agreement.

5. Grantee shall conduct all Activities as expeditiously as reasonably possible, and in such a manner that will not unreasonably interfere with ingress or egress of persons or vehicles to, from or within the Property, or with the ordinary flow of pedestrian and vehicular traffic, or with the normal conduct of business on the Property.

6. Grantee hereby acknowledges that the easement herein granted may cross, at one or more points, other utility facilities or systems or easement rights now or hereafter in existence. Grantee hereby agrees to exercise reasonable care in order to avoid any damage to or interference with any such other utility facilities or systems or easement rights.

7. Grantor reserves the right to require Grantee to move or relocate any or all of the Improvements, provided, however, that Grantor will reimburse Grantee for any actual, reasonable expenses incurred in such relocation, and provided further that Grantor will provide a suitable alternate location for any such Improvements and will grant or cause to be granted necessary easement rights for such Improvements at the new location upon substantially the same terms and conditions as herein provided.

8. Grantor and Grantee further agree as follows: (i) Grantor makes, and has made, no representations or warranties to Grantee regarding the physical condition of the Property or the suitability of the Property for Grantee's intended use thereof, and Grantee acknowledges that it has physically inspected the Property and accepts the same "as is", with full knowledge of the condition thereof; and (ii) as between Grantee and Grantor, Grantee assumes sole responsibility for any and all loss of life, injury to persons or damage to property that may be sustained in connection with any of the aforesaid Activities to be conducted by Grantee, its contractors and agents on or around the Property, and to the extent permitted by law Grantee agrees to indemnify, defend and hold harmless Grantor, its affiliates and subsidiaries, and the respective officers, directors, shareholders, partners, members, agents and employees of each, from and against any and all claims, liability or expense that may arise with respect to the same.

9. If either party files an action to enforce any provision of this Agreement, or with respect to a breach of any covenant hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and other legal expenses.

10. This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

OR BK **5509** PG **338**  
3 of 7

**IN WITNESS WHEREOF**, Grantor and Grantee have caused this Agreement to be duly executed in multiple counterparts, each of which counterparts shall be considered an original executed copy of this Agreement.

**GRANTOR:**

**MHC HACIENDA VILLAGE, L.L.C.**,  
a Delaware limited liability company

By: MHC Operating Limited Partnership,  
an Illinois limited partnership, its sole member

By: Manufactured Home Communities, Inc.,  
a Maryland corporation, its general partner

By: David W. Fell  
David W. Fell  
Vice President

**WITNESSES:**

Jennifer Usher  
Jennifer Usher  
Myra Kania  
Myra Kania

**GRANTEE:**

**HV UTILITY SYSTEMS, L.L.C.**,  
a Delaware limited liability company

By: Liquid Assets, L.L.C.,  
a Delaware limited liability company, its sole member

By: MHC Operating Limited Partnership,  
an Illinois limited partnership, its sole member

By: Manufactured Home Communities, Inc.,  
a Maryland corporation, its general partner

By: David W. Fell  
David W. Fell  
Vice President

**WITNESSES:**

Jennifer Usher  
Jennifer Usher  
Myra Kania  
Myra Kania

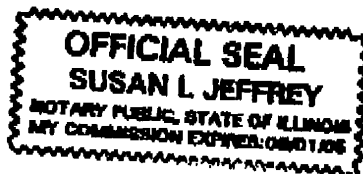


OR BK 5509 PG 339  
4 of 7

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 12th day of June, 2003, by David W. Fell, as Vice President of Manufactured Home Communities, Inc., a Maryland corporation that is the general partner of MHC Operating Limited Partnership, an Illinois limited partnership that is the sole member of MHC HACIENDA VILLAGE, L.L.C., a Delaware limited liability company, on behalf of said corporation in such capacity. He is personally known to me or has produced a State of Illinois driver's license as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



*Susan L. Jeffrey*  
Notary Public  
State of Illinois

My Commission Expires: 08/01/05

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 12th day of June, 2003, by David W. Fell, as Vice President of Manufactured Home Communities, Inc., a Maryland corporation that is the general partner of MHC Operating Limited Partnership, an Illinois limited partnership that is the sole member of Liquid Assets, L.L.C., a Delaware limited liability company that is the sole member of HV UTILITY SYSTEMS, L.L.C., a Delaware limited liability company, on behalf of said corporation in such capacity. He is personally known to me or has produced a State of Illinois driver's license as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



*Susan L. Jeffrey*  
Notary Public  
State of Illinois

My Commission Expires: 08/01/05

OR BK 5509 PG 340  
5 of 7**EXHIBIT A****Description of Property****PARCEL 1:**

Tracts 38, 39, 40, 59, and 60 of PORT RICHEY LAND COMPANY SUBDIVISION of Section 3, Township 26 South, Range 16 East, as shown on the Plat recorded in Plat Book 1, Page 61, of the Public Records of Pasco County, Florida, less and except a part of Tract 59 being more particularly described as follows:

Commence at the Northwest corner of the Southeast 1/4 of Section 3, Township 26 South, Range 16 East, and go South 00°31'10" West, 1650.90 feet along the West boundary of said Southeast 1/4; thence South 89°38'54" East, 664.77 feet to a point on the North boundary of said Tract 59; thence South 00°26'03" West, 30.00 feet to the Point of Beginning; thence South 89°38'54" East, 190 feet along a line 30.00 feet South of and parallel to the North boundary of said Tract 59; thence South 00°26'03" West, 320 feet along a line 30.00 feet West of and parallel to the East boundary of said Tract 59; thence North 89°38'54" West, 190 feet, thence North 00°26'03" East, 320 feet to the Point of Beginning.

**PARCEL 2:**

The North 594.00 feet of Tracts 43 and 44, lying East of Rowan Road, PORT RICHEY LAND COMPANY SUBDIVISION of Section 3, Township 26 South, Range 16 East, Pasco County, Florida, said Port Richey Land Company Subdivision being recorded in Plat Book 1, Page 61, Public Records of Pasco County, Florida, less and except that property described in that certain Order of Taking as recorded in Official Records Book 1204, Page 747, Public Records of Pasco County, Florida.

Less the Westerly 20.00 feet of the North 594.00 feet of Tracts 43 and 44, lying East of Rowan Road, PORT RICHEY LAND COMPANY SUBDIVISION of Section 3, Township 26 South, Range 16 East, as shown on Plat recorded in Plat Book 1, Page 61, Public Records of Pasco County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Tract 43 for a Point of Reference; thence run North 89°32'37" West, 560.13 feet along the North boundary line of said Tracts 43 and 44, to the Point of Beginning; thence South 27°16'30" East 356.20 feet; thence 126.52 feet along the arc of a curve concave to the right having a radius of 850.00 feet, a chord of 126.40 feet bearing South 23°00'39" East; thence South 18°44'48" East, 172.36 feet; thence North 89°32'37" West, 21.18 feet to a point on the Easterly right-of-way line of Rowan Road as now established; thence North 18°44'48" West, 165.39 feet along said Easterly right-of-way line; thence 123.54 feet along the arc of a curve concave to the left along said Easterly right-of-way line, having a radius of 830.00 feet, a chord of 123.43 feet bearing North 23°00'39" West; thence North 27°16'30" West, 368.71 feet along said Easterly right-of-way line; thence South 89°32'37" East, 22.60 feet along said North boundary line to the Point of Beginning.

OR BK 5509 PG 341  
6 of 7

Less and except Parcel 134A: A portion of the North 594.00 feet of Tracts 43 and 44 of the PORT RICHEY LAND COMPANY SUBDIVISION of Section 3, Township 26 South, Range 16 East, as shown on the Plat recorded in Plat Book 1, Pages 60 and 61, Public Records of Pasco County, Florida, being further described as follows:

Commence at the Southwest corner of said Section 3, thence along the West line of said Section 3, North 00°22'25" East, a distance of 399.34 feet to the South line of the North 594.00 feet of said Tracts 43 and 44; thence along said South line, South 89°35'38" East, a distance of 610.78 feet to the Easterly right-of-way line of Rowan Road, thence along said Easterly right-of-way line the following courses and distances: North 18°47'47" West, 175.37 feet; 128.02 feet along the arc of a curve to the left for a Point of Beginning, said curve having a radius of 859.31 feet, a central angle of 08°32'09" and a chord of 127.90 feet which bears North 23°03'51" West; thence along said Easterly right-of-way line, North 27°19'56" West, a distance of 351.46 feet to the North line of said Tract 44, thence along said North line South 89°35'38" East, a distance of 5.65 feet, thence South 27°19'56" East, a distance of 9.17 feet; thence a distance of 339.71 feet along the arc of a curve to the right to the Point of Beginning; said curve having a radius of 11,524.16 feet, a central angle of 01°41'20", and a chord of 339.69 feet which bears South 26°29'19" East.

Also less and except Parcel 134B: A portion of the North 594.00 feet of Tract 41 of the PORT RICHEY LAND COMPANY SUBDIVISION of Section 3, Township 26 South, Range 16 East, as shown on the Plat recorded in Plat Book 1, Pages 60 and 61, Public Records of Pasco County, Florida, being further described as follows:

Commence at the Southwest corner of said Section 3, thence along the West line of said Section 3, North 00°22'25" East, a distance of 399.34 feet to the South line of the North 594.00 feet of said Tracts 43 and 44; thence along said South line, South 89°35'38" East, a distance of 610.78 feet to the Easterly right-of-way line of Rowan Road for a Point of Beginning, thence along said Easterly right-of-way line the following courses and distances: North 18°47'47" West, 175.37 feet; 73.06 feet along the arc of a curve to the left to the proposed right-of-way line, said curve having a radius of 859.31 feet, a central angle of 04°52'16" and a chord of 73.03 feet which bears North 21°13'55" West, thence along the proposed right-of-way line a distance of 257.93 feet along the arc of a curve to the right to the South line of the North 594.00 feet of said Tract 43, said curve having a radius of 11,524.16 feet, a central angle of 01°16'57" and a chord of 257.92 feet which bears South 24°43'44" East; thence along said South line, North 89°35'38" West, a distance of 24.94 feet to the Point of Beginning.

**PARCEL 3:**

Tract 42, PORT RICHEY LAND COMPANY SUBDIVISION of Section 3, Township 26 South, Range 16 East, Pasco County, Florida, as shown on the Plat recorded in Plat Book 1, Page 61, of the Public Records of Pasco County, Florida, less and except the South 25 feet thereof.

OR BK **5509** PG **342**  
7 of 7**EXHIBIT B****Description of Utility Parcel****PARCEL I:**

The West ½ of Tract 5, PORT RICHEY LAND COMPANY SUBDIVISION of Section 10, Township 26 South, Range 16 East, according to the Map or Plat thereof as recorded in Plat Book 1, Page 61, of the Public Records of Pasco County, Florida, subject to road right-of-way over the North 15 feet thereof per Plat recorded in Plat Book 1, Page 61, Public Records of Pasco County, Florida.

**PARCEL II:**

A part of Tract 59 of PORT RICHEY LAND COMPANY SUBDIVISION of Section 3, Township 26 South, Range 16 East, as shown on the Plat recorded in Plat Book 1, Page 61, Public Records of Pasco County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Southeast 1/4 of Section 3, Township 26 South, Range 16 East, and go South 00°31'10" West, 1650.90 feet along the West boundary of said Southeast 1/4; thence South 89°38'54" East, 664.77 feet to a point on the North boundary of said Tract 59; thence South 00°26'03" West 30.00 feet, to the Point of Beginning; thence South 89°38'54" East, 190 feet, along a line 30.00 feet South of and parallel to the North boundary of said Tract 59; thence South 00°26'03" West, 320 feet, along a line 30.00 feet West of and parallel to the East boundary of Tract 59; thence North 89°38'54" West, 190 feet; thence North 00°26'03" East, 320 feet to the Point of Beginning.