

This instrument was prepared by:
Alberta Fioramanti
P.O. Box 1805
Haines City, FL 33844

1984 MAR 15 PM 1:10

605176
POLK CO.

900
Pd A

QUIT CLAIM DEED

THIS INDENTURE, Made this 21st day of February, 1984

BETWEEN NINA STOKES, a widow, and SHERWOOD L. STOKES,
a widower

hereinafter called Grantors, whose address is P. O. Box 3, Haines
City, Florida 33844

R and ALBERTA S. FIORAMANTI and husband, FRANK FIORAMANTI

hereinafter called Grantees, whose address is P. O. Box 1805,
Haines City, Florida 33844

WITNESSETH, That said Grantors, for and in consideration
of the mutually agreed partition, have remised, released and
quitclaimed, and by these presents do remise, release and quitclaim
unto the said Grantees all the right, title, interest and demand
which the said Grantors have in and to the following described lot,
piece of parcel of land, situate, lying and being in the County of
Polk and State of Florida, to-wit:

W $\frac{1}{2}$ of the NW $\frac{1}{4}$, LESS the S $\frac{1}{4}$ of SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of
the NW $\frac{1}{4}$ of Section 29, Township 27 South, Range
28 East, lying East of the thread of Lake Marion
Creek

TO HAVE AND TO HOLD the same, together with alliaad
singular the appurtenances thereunto belonging or in anywise
appertaining, and all the estate, right, title, interest and claim
whatsoever of the said Grantors, either in law or equity, to the
only proper use, benefit and behoof of the said Grantees.

IN WITNESS WHEREOF, the said Grantors have hereunto set
their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of :

Carolyn Hill
Annie R. Daniel

Nina Stokes
Nina Stokes
Sherwood L. Stokes
Sherwood L. Stokes



2222 2091
POLK OFF. REC. PAGE

8099

STATE OF FLORIDA)

COUNTY OF POLK)

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, NINA STOKES, a widow, and SHERWOOD L. STOKES, a widower, to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Haines City, County of Polk and State of Florida, this 21st day of February, 1984.

Carolyn Hill
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires June 30, 1986
Bonded Thru Troy Rain - Insurance, Inc.

2222 2092
POLK OFF. REC. PAGE

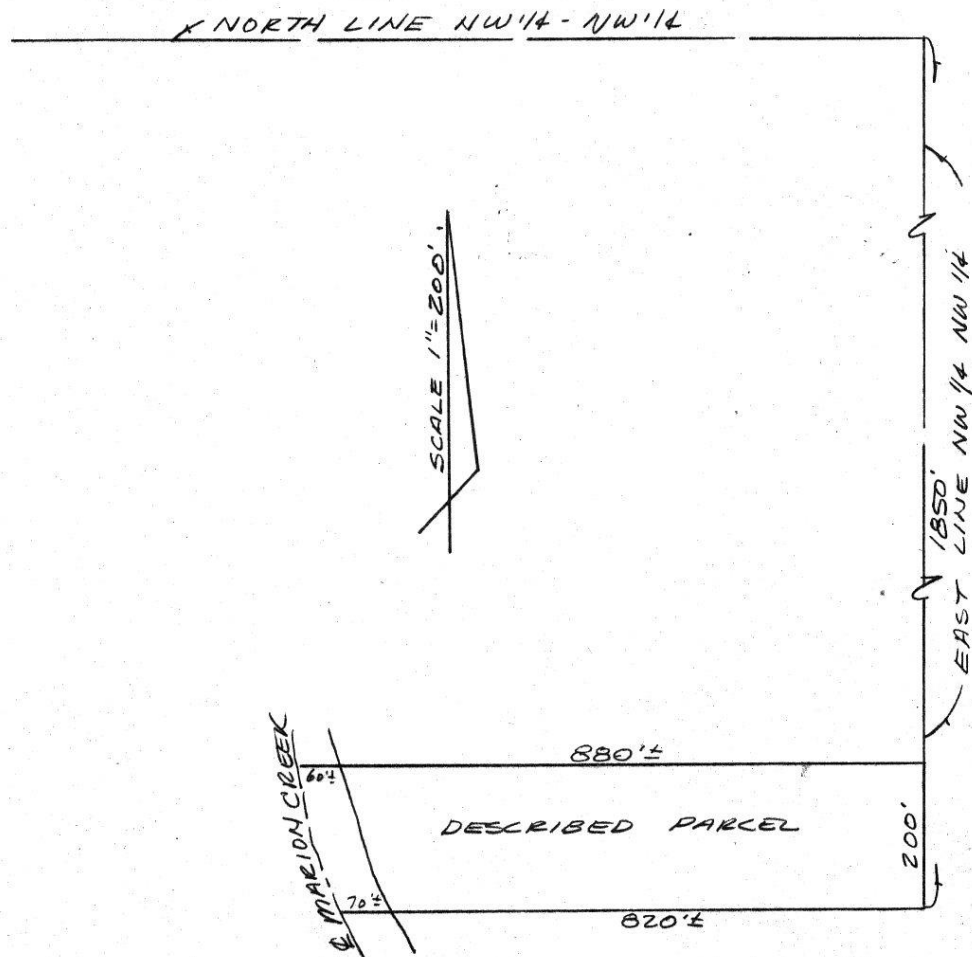
FILED, RECORDED AND
RECORD VERIFIED
E.D. 'Bud' DIXON, Clk. Cir. Ct.
POLK COUNTY, FLA.
BY [Signature] D.G.



earnest vandiver & associates • inc.

registered land surveyors

17 so. f street/p.o. box 2009 • haines city, florida 33844



TRACT II

That part of the South 200.00 feet of the North 1850.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 29, Township 27 South, Range 28 East, Polk County, Florida, LYING EAST OF THE THREAD OF LAKE MARION CREEK.

Prepared by: Earnest Vandiver, Jr., PLS
Fla. Registration No. 3781
July 17, 1985

illy &
seigne
Attorneys at Law



1139 Haines City, Florida 33844
813 422-5978

May 20, 1985

Real Property Law
Trial Practice
General Practice

Ted A. Lasseign

Criminal Law
Family Law
Trial Practice
General Practice

Catherine A. H

General Practice

Mr. & Mrs. Frank Fioramanti
P.O. Box 1805
Haines City, Florida 33844

Mr. and Mrs. Danny Bowen
P.O. Box 177
Haines City, Florida 33844

Re: Sale and Subdivision of
Fioramanti Property

Dear Mr. and Mrs. Fioramanti:
Mr. and Mrs. Bowen:

At the outset I accepted employment by Mr. Fioramanti to acquire an ingress-egress easement to the property from Avatar. Because of the Chapter 11 Bankruptcy situation, Avatar was not able to convey the requested easement. We then filed suit under Section 704.01(2), Florida Statutes, for a statutory way of necessity which was granted in the form of a Final Judgment. Under the statute the easement granted can only be used for the purpose of access to land in connection with use of the land as a home or for agricultural or stock raising purposes.

It is law in Florida that the owner of an easement has no right to expand the use or increase the burden of the servient estate beyond that contemplated by the easement.

I told you, Mr. Fioramanti, that you needed to acquire another right-of-way into the property. On your behalf, I did contact Avatar requesting they execute a perpetual easement based upon the Final Judgment for the way of necessity. Avatar said they could not grant it.

I also discussed the necessity for getting a variance to Polk County Ordinance 83-13 (No building permits shall be issued unless the property abuts a County Road). This I am told was obtained by Mr. Bowen for two houses.

Last Tuesday I was at the Polk County Commission meeting (copy of pertinent agenda enclosed) where there were five requests for a

Mr. and Mrs. Fioramanti
Mr. and Mrs. Bowen
May 20, 1985
Page Two

variance and six requests for subdivision variances. Only one or two of the 83-13 variances were granted. Only one of the subdivision variances were granted. This action by the Polk County Commission in denying subdivision variances has a direct bearing upon what you are all trying to accomplish.

I have tried to communicate the problem to all concerned without success.

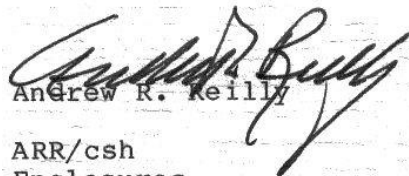
Basically you have obtained a variance of Polk Ordinance 83-13. You do not have a variance of the Polk County subdivision ordinance. 83-13 requires a 50 foot right-of-way. The subdivision ordinance requires a 60 foot right-of-way with paved streets before a permit can be issued. A variance to the subdivision ordinance can be granted for privately owned streets of less than county standards under certain circumstances.

You all have chosen to subdivide the property into 5 approximately one acre lots and a large acreage sixth lot.

It is my opinion you will not be able to get a third permit to build a house unless and until you plat the subdivision and request a variance from the ordinance. It is also my opinion that the County will question the way of necessity access whenever you attempt to plat the subdivision. The situation probably can be worked out, but it is going to require you to confront the problems head-on.

For these reasons, I cannot follow your instructions to prepare four contracts knowing the possible ramifications set out above. I therefore am enclosing the copy of the survey given me by Mrs. Bowen as instructed so you can have someone else prepare what you want. I am enclosing my statement for the cost of updating the abstract which we paid to Attorneys' Title Services.

Very truly yours,


Andrew R. Keilly

ARR/csh
Enclosures

Reilly &
Lasseigne
Attorneys at Law



P.O. Box 2039 / Haines City, Florida 33844
(813) 422-5978

May 21, 1985

Andrew R. Reilly
Real Property Law
Trial Practice
General Practice

Ted A. Lasseigne
Criminal Law
Family Law
Trial Practice
General Practice

Catherine A. Homa
General Practice

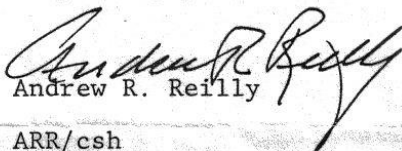
Mrs. Elizabeth Bowen
The First Bankers
P.O. Box 427
Haines City, Florida 33844

Re: Fioramanti Contracts

Dear Liz:

I discussed the situation with Mr. Fioramanti this morning. I agreed to redo the contracts, provided I only represent the Sellers. Enclosed are the four contracts for your consideration. We are prepared to issue title commitments once the contracts are executed. You will also need to select a closing date.

Very truly yours,


Andrew R. Reilly

ARR/csh

Enclosures

xc: Mr. and Mrs. Frank Fioramanti

We Care For Your Legal Needs.

EASEMENT

This Agreement made on this _____ day of March, 1985, by and between AVATAR PROPERTIES, INC., a Florida corporation, having its principal place of business at 201 Alhambra Circle, Coral Gables, Florida, 33134, hereinafter referred to as the "GRANTOR", and FRANK FIORAMANTI and ALBERTA S. FIORAMANTI, his wife, of P.O. Box 1805, Haines City, Florida, 33844, hereinafter referred to as the "GRANTEES".

WHEREAS, the grantor represents that it owns and has fee simple title to that certain parcel of land in Polk County, Florida, described as follows:

Poinciana Neighborhood 7, Village 7, a subdivision of portions of Section 29, Township 27 South, Range 28 East, as recorded in Plat Book 62, Page 48 et seq. of the public records of Polk County, Florida

and;

WHEREAS, the grantees represent that they own and have fee simple title to that certain parcel of land in Polk County, Florida, described as follows:

W 1/2 of the NW 1/4, LESS the S 1/4 of the SW 1/4 of the NW 1/4 of the NW 1/4 of Section 29, Township 27 South, Range 28 East, lying East of the thread of Lake Marion Creek, Polk County, Florida.

which land is contiguous to grantor's above described property, and;

WHEREAS, grantees were awarded, pursuant to Section 704.01(2), Florida Statutes, a way of necessity exclusive of common law right over grantor's property on February 22, 1985, in Case No. GC-G-84-2862 filed in the Circuit Court of the Tenth Judicial Circuit, in and for Polk County, Florida, said statutory way being more fully described as follows:

Beginning at the Northwest corner of the NE 1/4 of the NW 1/4 of Section 29, Township 27 South, Range 28 East, Polk County, Florida, run thence Easterly along said Section line a distance of 520 feet, more or less, to Marion Creek Road (SR 580), thence South along said road a distance of thirty (30) feet, thence West a distance of 520 feet, more or less, to a point 30 feet South of the Point of Beginning, thence North 30 feet to the Point of Beginning

and;

WHEREAS grantees desire to build a paved road across said statutory way and grantor does not desire to be responsible for the maintenance of such a road or for any liability connected therewith.

NOW THEREFORE, the parties in consideration of the premises covenant agree as follows:

1. The grantor, for itself, its successors and assigns, grants and conveys unto grantees, their heirs and assigns, an easement in, to, upon and over all of the following described property:

Beginning at the Northwest corner of the NE 1/4 of the NW 1/4 of Section 29, Township 27 South, Range 28 East, Polk County, Florida, run thence Easterly along said Section line a distance of 520 feet, more or less, to Marion Creek Road (SR 580), thence South along said road a distance of thirty (30) feet, thence West a distance of 520 feet, more or less, to a point 30 feet South of the Point of Beginning, thence North 30 feet to the Point of Beginning

Said easement is given for the sole purpose of ingress and egress for grantors, their heirs and assigns and it is agreed and understood that it is not to be construed as an easement given to the exclusion of grantor, its successors or assigns, or to others later granted a similar right.

2. The grantees, their heirs and assigns, covenant with the grantor, its successors and assigns, to at all times maintain and make necessary repairs, at their own expense, should the roadway be paved or otherwise require same for its proper upkeep and maintenance.

3. The grantees, their heirs and assigns shall bear full responsibility for the use and enjoyment of the above described

easement and shall hold the grantor harmless from any claim of damages to person or premises resulting from the use, occupancy and possession thereof by grantees, their heirs and assigns.

4. To have and to hold the said easement unto the grantees, and unto their successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement.

Signed, Sealed and Delivered
in the Presence of:

AVATAR PROPERTIES, INC.

Witnesses as to grantor

By: _____
(CORPORATE SEAL)

Frank Fioramanti

Witnesses as to grantees

Alberta S. Fioramanti

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, as the _____ of AVATAR PROPERTIES, INC., a Florida corporation, to me well known and known to me to be the individual described herein and who executed the foregoing Easement, and he acknowledged before me that the seal affixed to the foregoing Easement is the Official Seal of said Corporation and that it was affixed to said Easement by due and regular corporate authority and that said Easement is the free act and deed of said Corporation.

WITNESS my hand and official seal at _____,
_____ County, Florida, this _____ day of _____
1985.

(SEAL)

Notary Public
State of Florida at Large

My Commission Expires:

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY, That on this day personally appeared
before me, an officer duly authorized to administer oaths and take
acknowledgments, FRANK FIORAMANTI and ALBERTA S. FIORAMANTI, his
wife, to me well known to be the persons described in and who
executed the foregoing Easement and they acknowledged before me that
they executed the same freely and voluntarily for the purposes
therein expressed.

WITNESS my hand and official seal at Haines City, Polk
County, Florida, this _____ day of _____, 1985.

(SEAL)

Notary Public
State of Florida at Large

CIVIL DIVISION

FIORAMANTI, his wife,

Plaintiffs,

VS.

CASE NO. GC-G-84-2862

AVATAR PROPERTIES, INC.,

Defendant.

RECEIPT FOR COMPENSATION

Plaintiffs, FRANK FIORAMANTI and ALBERTA S. FIORAMANTI, his wife, in accordance with the Amended Final Judgment entered in this cause on February 22, 1985, has paid to Defendant, AVATAR PROPERTIES, INC., the sum of \$500.00 award by said judgment as compensation for the easement.

Defendant hereby acknowledges receipt of the \$500.00.

DATED this _____ day of March, 1985.

Andrew R. Reilly
REILLY & LASSEIGNE
P.O. Box 2039
Haines City, FL 33844
(813) 422-5978
Attorney for Plaintiffs

Dennis J. Getman
201 Alhambra Circle
Coral Gables, FL 33134
(305) 442-7000
Attorney for Defendant

THEREFORE, it is ORDERED, ADJUDGED AND DECREED as follows:

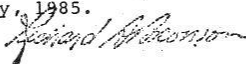
1. That Plaintiffs are entitled to the relief prayed in and by their Complaint.

2. That a statutory way of necessity exclusive of common law exists from Plaintiffs' land over Defendant's land to Marion Creek Road (SR 580) and that such way is more fully described as follows:

Beginning at the Northwest corner of the NE 1/4 of the NW 1/4 of Section 29, Township 27 South, Range 28 East, Polk County, Florida, run thence Easterly along said Section line a distance of 520 feet, more or less, to Marion Creek Road (SR 580), thence South along said road a distance of thirty (30) feet, thence West a distance of 520 feet, more or less, to a point 30 feet South of the Point of Beginning, thence North 30 feet to the Point of Beginning.

3. That the sum of \$500.00 agreed upon by the parties be and the same is hereby awarded Defendant as compensation for the easement which shall be for the agreed upon thirty (30) year period from date hereof.

DONE AND ORDERED in Chambers at Bartow, Polk County, Florida, this 22nd day of February, 1985.



Richard A. Bronson
Circuit Judge

Copies furnished to:

Dennis J. Getman, Esquire
Andrew R. Reilly, Esquire

IN THE COUNTY COURT OF THE TENTH JUDICIAL CIRCUIT OF FLORIDA,
IN AND FOR POLK COUNTY, FLORIDA CIVIL DIVISION

FRANK FIORAMANTI and ALBERTA S.
FIORAMANTI, his wife,

Plaintiffs,

vs.

CASE NO. GC-G-84-2862

AVATAR PROPERTIES, INC.,

Defendant.

AMENDED FINAL JUDGMENT

This cause coming on to be heard upon the Complaint for a Statutory Way of Necessity, and the Court having heard the evidence of Plaintiffs' and argument of Counsel, and the Court having considered the same and being advised in the premises, does make the following findings of fact:

1. That Plaintiffs' land described as:

W 1/2 of the NW 1/4, LESS the S 1/4 of the SW 1/4 of the SW 1/4 of the NW 1/4 of Section 29, Township 27 South, Range 28 East, lying East of the thread of Lake Marion Creek, Polk County, Florida.

is shut off or hemmed in by lands of other persons so that no practicable route of egress or ingress is available therefrom to Marion Creek Road, SR 580, the nearest public road.

2. That pursuant to Section 704.01 (2) there exists a statutory way of necessity exclusive of common law right from Plaintiffs' property over Defendant's lands described as:

Poinciana Neighborhood 7, Village 7, a subdivision of portions of Section 29, Township 27 South, Range 28 East, as recorded in Plat Book 62, Page 48 et seq. of the public records of Polk County, Florida.

to Marion Creek Road (SR 580).

3. That Plaintiffs' and Defendant's property lie in Polk County, outside any municipality thereof.

4. That the Defendant objects to permitting the use of such way until it receives compensation therefore.

Reilly &
Lasseigne
Attorneys at Law



P.O. Box 2039 / Haines City, Florida 33844
(813) 422-5978

November 9, 1984

Andrew R. Reilly
Real Property Law
Trial Practice
General Practice

Ted A. Lasseigne
Criminal Law
Family Law
Trial Practice
General Practice

Catherine A. Homa
General Practice

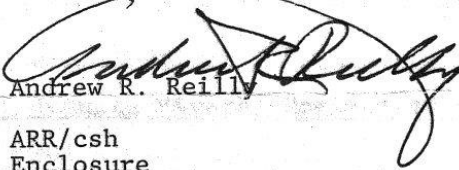
Mr. E.D. Dixon
Clerk of Circuit Court
P.O. Box 269
Bartow, Florida 33830

Re: Frank Fioramanti et ux, v.
Avatar Properties, Inc.
Case No. GC-G-84-2862

Dear Mr. Dixon:

Enclosed is Summons for filing in the above captioned lawsuit.

Very truly yours,


Andrew R. Reilly

ARR/csh
Enclosure
xc: Mr. and Mrs. Frank Fioramanti
w/encl

We Care For Your Legal Needs.

ORIGINAL
IN THE CIRCUIT COURT, POLK COUNTY, FLORIDA

FRANK FIORAMANTI and ALBERTA S.

FIORAMANTI, his wife,

Plaintiff(s)

vs

CASE NO. GC-G-84-2862

AVATAR PROPERTIES, INC.,

ASSIGNED TO SECTION 1

ACCEPTANCE OF SERVICE

I hereby accept service of process on behalf of AVATAR PROPERTIES, INC. this 29th day of October, 1984.

Dennis J. Gelman
Dennis Gelman
Senior Vice President
Avatar Properties, Inc.

Defendant(s)

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and a copy of the

complaint or petition in this action on the defendant _____

AVATAR PROPERTIES, INC.

Juanita Rivera, Registered Agent

201 Alhambra Circle

Coral Gables, Florida

Each defendant is required to serve written defenses to the complaint or petition on ANDREW R. REILLY, REILLY & LASSEIGNE

plaintiff's attorney, whose address is P.O. Box 2039, Haines City, FL 33844

within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

DATED on October 10, 1984.

(COURT SEAL)

E. D. "BUD" DIXON
As Clerk of the Court

By Ruth Pick

As Deputy Clerk

Reilly &
Lasseigne
Attorneys at Law



P.O. Box 2039 / Haines City, Florida 33844
(813) 422-5978

December 4, 1984

Andrew R. Reilly
Real Property Law
Trial Practice
General Practice

Ted A. Lasseigne
Criminal Law
Family Law
Trial Practice
General Practice

Catherine A. Homa
General Practice

Dennis Getman, Esquire
Senior Vice President
General Counsel
Avatar Properties, Inc.
201 Alhambra Circle
Coral Gables, Florida 33134

Re: Frank Fioramanti, et ux, vs.
Avatar Properties, Inc.

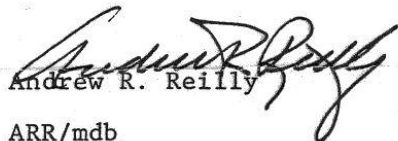
Dear Dennis:

I have set a Final Hearing on captioned case for January 21, 1985,
Notice attached.

If this date and time is not convenient please let me know. It can
be changed but we need to do so right away.

As always thank you for your cooperation.

Very truly yours,


Andrew R. Reilly

ARR/mdb
Enclosures

xc: Mr. & Mrs. Frank Fioramanti

We Care For Your Legal Needs.

Reilly &
Lasseigne
Attorneys at Law



P.O. Box 2039 / Haines City, Florida 33844
(813) 422-5978

October 19, 1984

Andrew R. Reilly
Real Property Law
Trial Practice
General Practice

Ted A. Lasseigne
Criminal Law
Family Law
Trial Practice
General Practice

Catherine A. Homa
General Practice

Mr. Dennis Gedman
Senior Vice President
Avatar Properties, Inc.
201 Alhambra Circle
Coral Gables, Florida 33134

Re: Frank Fioramanti et ux, v.
Avatar Properties, Inc.

Dear Mr. Gedman:

Enclosed is Summons in regard to the above captioned lawsuit.

I would appreciate it if you would execute and return the Summons to me for filing with the court.

If you have any problems with the Complaint, please give me a call.

Very truly yours,

Andrew R. Reilly

ARR/csh
Enclosure

xc: Mr. and Mrs. Frank Fioramanti
Mr. Danny Bowen

We Care For Your Legal Needs.

Reilly &
Lasseigne
Attorneys at Law



P.O. Box 2039 / Haines City, Florida 33844
(813) 422-5978

March 13, 1985

Andrew R. Reilly
Real Property Law
Trial Practice
General Practice

Ted A. Lasseigne
Criminal Law
Family Law
Trial Practice
General Practice

Catherine A. Homa
General Practice

Dennis J. Getman, Esquire
Senior Vice President
General Counsel
Avatar Holdings, Inc.
201 Alhambra Circle
Coral Gables, Florida 33134

Re: Frank Fioramanti et ux, v.
Avatar Properties, Inc.
Case No. GC-G-84-2862

Dear Mr. Getman:

Pursuant to the Amended Final Judgment entered in this cause on February 22, 1985, enclosed is my check in the amount of \$500.00. Also enclosed is Receipt of Payment Form. If you will execute same and return it to me, I shall file it with the Court.

Now that the way of necessity is now in place, I would like to ask if Avatar would consider a permanent easement. This would help Mr. Fioramanti get a variance for a road from the Polk County Commission.

I have enclosed a proposed easement for your review.

Thank you for your cooperation in this matter.

Very truly yours,

Andrew R. Reilly

ARR/csh
Enclosures
xc: Mr. and Mrs. Frank Fioramanti

We Care For Your Legal Needs.

AVATAR

March 19, 1985

Andrew R. Reilly, Esq.
Reilly & Lasseigne
P.O. Box 2039
Haines City, FL 33844

Re: Frank Fioramenti et ux, vs. Avatar Properties, Inc.
Case No. GC-G-84-2862

Dear Mr. Reilly:

In response to your correspondence of March 13, 1985, I would hereby provide the following:

1. Enclosed herewith please find the executed "Receipt for Compensation" wherein Avatar Properties Inc. acknowledges receipt of the \$500.00 judgment award.
2. Avatar Properties Inc. would like to give a permanent easement to Mr. and Mrs. Fioramanti but because of the Settlement Agreement in the Weis Mancini Class Action requiring the property to remain as a "greenway", it would not appear legally proper. To get around the aforesaid in part, I did recommend going along with the way of necessity easement to help Mr. and Mrs. Fioramanti but that appears as far as I can go until the 30 years it up. If you have any good legal ideas on this matter, I would be most happy to hear them and try to work out a way to help Mr. and Mrs. Fioramanti.

Your cooperation and assistance in this matter has been appreciated. Please do not hesitate to contact me in the future if I can be of any service whatsoever.

Very truly yours,

AVATAR PROPERTIES INC.

Dennis J. Getman

Dennis J. Getman
Senior Vice President/
General Counsel

DJG/rw
Encl.

cc: Granville R. Ramsey

AVATAR HOLDINGS INC.
201 Alhambra Circle
Coral Gables, Florida 33134
305 442-7000 Telex 441147



POINCIANA
New Township

March 25, 1985

Mr. Frank Fioramanti
P.O. Box 1805
Haines City, Florida 33844

REF: Right-of-Way Easement Across Village 7
Neighborhood 7, Polk County

Dear Frank,

I have reviewed your request for a easement across the subject area having a life of 99 years or perpetual in lieu of the 30 years granted in our recent suit. Mr. Getman has advised that the 30 year provision is a statutory limitation.

It would seem by this we are out of alternatives, however if you have any suggestions please let me know and I will review same with Mr. Getman.

If you have any questions, do not hesitate to call.

Sincerely,

Granville R. Ramsey
Project Manager

GRR:jrc

POINCIANA NEW TOWNSHIP, INC.
Owner-BUILDER-Broker
15 Doverplum Center
Poinciana, Florida 32758
305-348-5000 Orlando 843-2082

All information furnished regarding property for sale, rental or financing is from sources deemed reliable, no representation is made as to the accuracy thereof and it is submitted subject to errors, omissions, change of price, rental or other conditions, prior sale, lease or financing, or withdrawal without notice.

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT OF FLORIDA,
IN AND FOR POLK COUNTY CIVIL DIVISION

FRANK FIORAMANTI and ALBERTA S.
FIORAMANTI, his wife,

Plaintiffs,

vs.

CASE NO. GC-G-84-

AVATAR PROPERTIES, INC.,

Defendant.

COMPLAINT FOR STATUTORY WAY OF
NECESSITY EXCLUSIVE OF COMMON LAW RIGHT

Plaintiffs, FRANK FIORAMANTI and ALBERTA S. FIORAMANTI, his wife, (FIORAMANTI), by and through their undersigned attorneys, sue Defendant, AVATAR PROPERTIES, INC., (AVATAR), and say:

1. This is an action pursuant to Section 704.04, Florida Statutes, to determine if FIORAMANTI are entitled to a statutory way of necessity over AVATAR'S lands in accordance with Section 704.01(2), Florida Statutes.

2. FIORAMANTI are the owners of real property located in Polk County, Florida more fully described as:

W 1/2 of the NW 1/4, LESS the S 1/4 of the SW 1/4 of the SW 1/4 of the NW 1/4 of Section 29, Township 27 South, Range 28 East, lying East of the thread of Lake Marion Creek.

3. AVATAR is the owner of real property contiguous to the FIORAMANTI property which is more fully described as:

Poinciana Neighborhood 7, Village 7, a subdivision of portions of Section 29, Township 27 South, Range 28 East, as recorded in Plat Book 62, page 48 et seq. of the public records of Polk County, Florida.

A copy of Sheet 2 of 5 of said plat is attached hereto as Exhibit "A" and by reference made a part hereof.

4. The property owned by FIORAMANTI and by AVATAR lies outside any municipality within Polk County, Florida.

5. Since they acquired their property, FIORAMANTI have been

shut off from access to a public highway. The route to the nearest road, State Road No. S-580, is approximately 500 feet across the northern portion of AVATAR'S property which is a greenway restricted by the plat to be used for open space and for recreational purposes, and are subject to easements as required for the installation and maintenance of public utilities and for drainage purposes.

6. Exhibit "B" attached hereto and by reference made a part hereof, is a portion of a tax map showing the relationship of FIORAMANTIS' and AVATAR'S property to each other, to Lake Marion Creek and to State Road S-580.

7. FIORAMANTI are desirous of utilizing their land for a building and it is necessary that the existence and location of a right-of-way and the extent of permissible user be judicially determined.

8. FIORAMANTI have made a request to AVATAR for a perpetual lifetime easement over the North thirty feet of AVATAR'S subdivision, Exhibit "A."

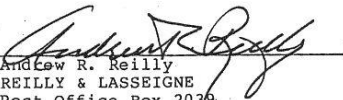
9. AVATAR has denied FIORAMANTIS' request for an easement because AVATAR'S predecessor in title went through bankruptcy and AVATAR would have to go through time consuming and expensive legal procedures in order to get approval to grant the easement particularly with the aforesaid restrictive covenant on the greenway.

10. FIORAMANTI have an easement of necessity across the lands of AVATAR because the tract of land now owned by FIORAMANTI is completely surrounded by Marion Creek and other lands and does not touch or border on any public road at any place.

11. There is between the parties an actual bona fide, and substantial question and issue in dispute and a substantial uncertainty of legal relations requiring settlement.

Complaint
Fioramanti v. Avatar
Page Three

WHEREFORE, Plaintiffs, FIORAMANTI, demand the entry of a judgment determining that a statutory way of necessity across Defendant's, AVATAR'S land exist in favor of Plaintiffs and further determine the type, extent and location of said easement and the amount of compensation due the Defendant therefor.


Andrew R. Reilly
REILLY & LASSEIGNE
Post Office Box 2039
Haines City, Florida 33844
(813) 422-5978
Attorney for Plaintiffs

PLAT BOOK 62 PAGE 42

POINCIANA
NEIGHBORHOOD 7, VILLAGE 7
A SUBDIVISION OF PORTIONS OF
SECTION 29, TOWNSHIP 27 SOUTH,
RANGE 28 EAST
POLK COUNTY, FLORIDA

SHEET 2 OF 5

B GAC PROPERTIES INC SUBDIVISION

SECRET

[illegible]

```

NOTE  'and' 'S' 'N' 'P' 'O' 'I' 'N' 'G' 'S' 'M' 'A' 'X' 'I' 'M' 'U' 'M'
      'O' 'F' 'T' 'H' 'E' 'S' 'E' 'I' 'S' 'S' 'U' 'E' 'S' 'A' 'R' 'E' 'L' 'I' 'S' 'T' 'E' 'D'
      'I' 'N' 'T' 'H' 'E' 'I' 'S' 'I' 'S' 'S' 'U' 'E' 'S' 'A' 'R' 'E' 'L' 'I' 'S' 'T' 'E' 'D'
      'I' 'N' 'T' 'H' 'E' 'I' 'S' 'I' 'S' 'S' 'U' 'E' 'S' 'A' 'R' 'E' 'L' 'I' 'S' 'T' 'E' 'D'
      'I' 'N' 'T' 'H' 'E' 'I' 'S' 'I' 'S' 'S' 'U' 'E' 'S' 'A' 'R' 'E' 'L' 'I' 'S' 'T' 'E' 'D'
      'I' 'N' 'T' 'H' 'E' 'I' 'S' 'I' 'S' 'S' 'U' 'E' 'S' 'A' 'R' 'E' 'L' 'I' 'S' 'T' 'E' 'D'

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[illegible]

LOG HOME LINE DATA			
LINE	DATE	TIME	LOCATION
1	10/10/80	10:00	10000
2	10/10/80	10:05	10000
3	10/10/80	10:10	10000
4	10/10/80	10:15	10000
5	10/10/80	10:20	10000
6	10/10/80	10:25	10000
7	10/10/80	10:30	10000
8	10/10/80	10:35	10000
9	10/10/80	10:40	10000
10	10/10/80	10:45	10000
11	10/10/80	10:50	10000
12	10/10/80	10:55	10000
13	10/10/80	11:00	10000
14	10/10/80	11:05	10000
15	10/10/80	11:10	10000
16	10/10/80	11:15	10000
17	10/10/80	11:20	10000
18	10/10/80	11:25	10000
19	10/10/80	11:30	10000
20	10/10/80	11:35	10000
21	10/10/80	11:40	10000
22	10/10/80	11:45	10000
23	10/10/80	11:50	10000
24	10/10/80	11:55	10000
25	10/10/80	12:00	10000

TOTAL NUMBER OF LOTS THIS SHEET 46

EXHIBIT "A"

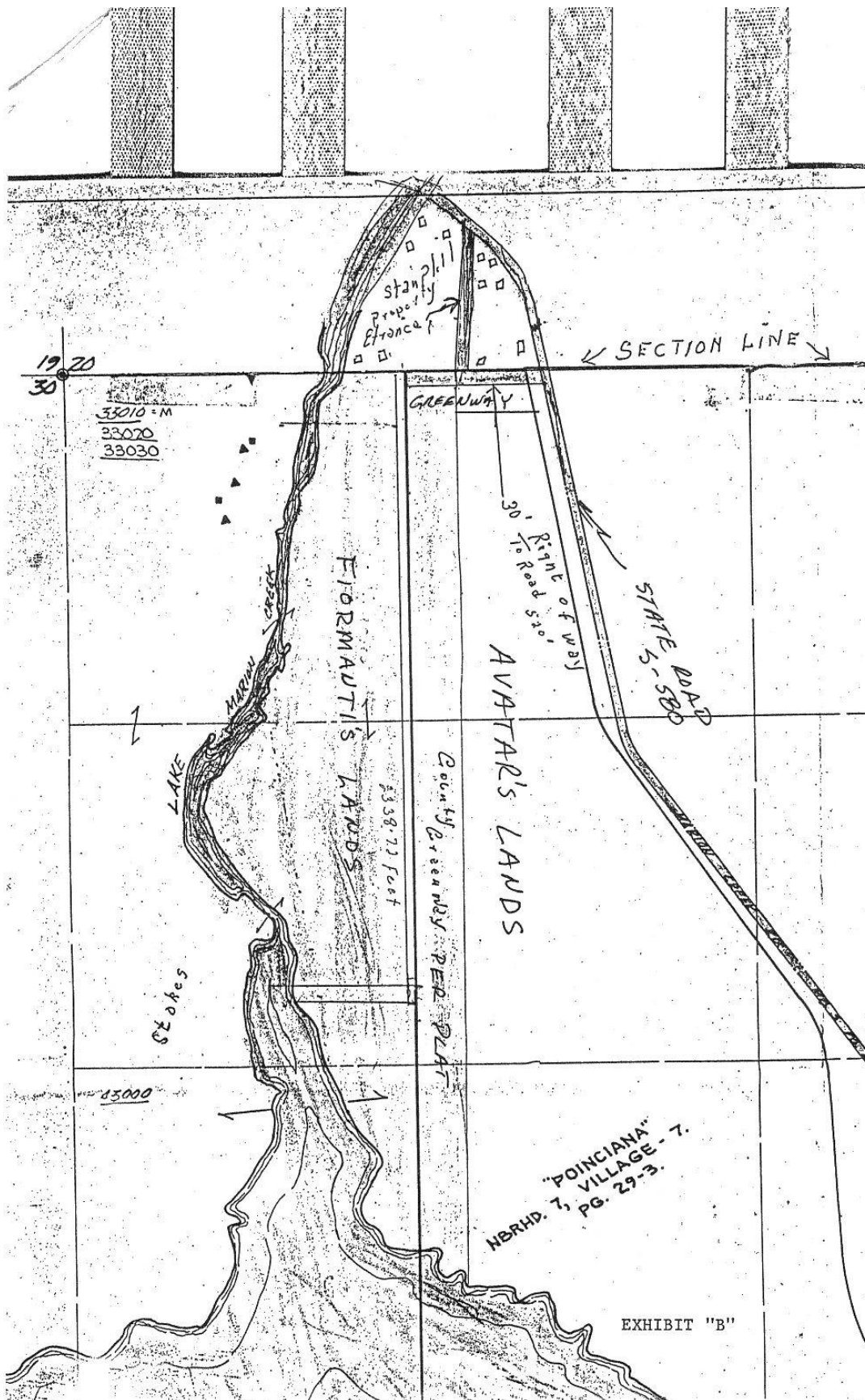


EXHIBIT "B"

Reilly &
Lasseigne
Attorneys at Law



P.O. Box 2039 / Haines City, Florida 33844
(813) 422-5978

March 25, 1985

Andrew R. Reilly
Real Property Law
Trial Practice
General Practice

Ted A. Lasseigne
Criminal Law
Family Law
Trial Practice
General Practice

Catherine A. Homa
General Practice

Mr. E.D. Dixon
Clerk of Circuit Court
P.O. Box 269
Bartow, Florida 33830

Re: Fioramanti v. Avatar
Case No. GC-G-84-2862

Dear Mr. Dixon:

Enclosed is Receipt for Compensation for filing in the above captioned lawsuit.

Very truly yours,


Andrew R. Reilly

ARR/csh
Enclosure
xc: Mr. and Mrs. Frank Fioramanti
w/encl

We Care For Your Legal Needs.

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT OF FLORIDA,
IN AND FOR POLK COUNTY, FLORIDA CIVIL DIVISION

FRANK FIORAMANTI and ALBERTA S.
FIORAMANTI, his wife,

Plaintiffs,

vs.

CASE NO. GC-G-84-2862

AVATAR PROPERTIES, INC.,

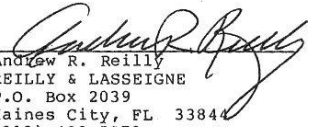
Defendant.

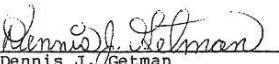
RECEIPT FOR COMPENSATION

Plaintiffs, FRANK FIORAMANTI and ALBERTA S. FIORAMANTI, his wife, in accordance with the Amended Final Judgment entered in this cause on February 22, 1985, has paid to Defendant, AVATAR PROPERTIES, INC., the sum of \$500.00 award by said judgment as compensation for the easement.

Defendant hereby acknowledges receipt of the \$500.00.

DATED this 18th day of March, 1985.


Andrew R. Reilly
REILLY & LASSEIGNE
P.O. Box 2039
Haines City, FL 33844
(813) 422-5978
Attorney for Plaintiffs


Dennis J. Getman
201 Alhambra Circle
Coral Gables, FL 33134
(305) 442-7000
Attorney for Defendant

EASEMENT

This Agreement made on this _____ day of March, 1985, by and between AVATAR PROPERTIES, INC., a Florida corporation, having its principal place of business at 201 Alhambra Circle, Coral Gables, Florida, 33134, hereinafter referred to as the "GRANTOR", and FRANK FIORAMANTI and ALBERTA S. FIORAMANTI, his wife, of P.O. Box 1805, Haines City, Florida, 33844, hereinafter referred to as the "GRANTEES".

WHEREAS, the grantor represents that it owns and has fee simple title to that certain parcel of land in Polk County, Florida, described as follows:

Poinciana Neighborhood 7, Village 7, a subdivision of portions of Section 29, Township 27 South, Range 28 East, as recorded in Plat Book 62, Page 48 et seq. of the public records of Polk County, Florida

and;

WHEREAS, the grantees represent that they own and have fee simple title to that certain parcel of land in Polk County, Florida, described as follows:

W 1/2 of the NW 1/4, LESS the S 1/4 of the SW 1/4 of the NW 1/4 of the NW 1/4 of Section 29, Township 27 South, Range 28 East, lying East of the thread of Lake Marion Creek, Polk County, Florida.

which land is contiguous to grantor's above described property, and;

WHEREAS, grantees were awarded, pursuant to Section 704.01(2), Florida Statutes, a way of necessity exclusive of common law right over grantor's property on February 22, 1985, in Case No. GC-G-84-2862 filed in the Circuit Court of the Tenth Judicial Circuit, in and for Polk County, Florida, said statutory way being more fully described as follows:

Beginning at the Northwest corner of the NE 1/4 of the NW 1/4 of Section 29, Township 27 South, Range 28 East, Polk County, Florida, run thence Easterly along said Section line a distance of 520 feet, more or less, to Marion Creek Road (SR 580), thence South along said road a distance of thirty (30) feet, thence West a distance of 520 feet, more or less, to a point 30 feet South of the Point of Beginning, thence North 30 feet to the Point of Beginning

and;

WHEREAS grantees desire to build a paved road across said statutory way and grantor does not desire to be responsible for the maintenance of such a road or for any liability connected therewith.

NOW THEREFORE, the parties in consideration of the premises covenant agree as follows:

1. The grantor, for itself, its successors and assigns, grants and conveys unto grantees, their heirs and assigns, an easement in, to, upon and over all of the following described property:

Beginning at the Northwest corner of the NE 1/4 of the NW 1/4 of Section 29, Township 27 South, Range 28 East, Polk County, Florida, run thence Easterly along said Section line a distance of 520 feet, more or less, to Marion Creek Road (SR 580), thence South along said road a distance of thirty (30) feet, thence West a distance of 520 feet, more or less, to a point 30 feet South of the Point of Beginning, thence North 30 feet to the Point of Beginning

Said easement is given for the sole purpose of ingress and egress for grantors, their heirs and assigns and it is agreed and understood that it is not to be construed as an easement given to the exclusion of grantor, its successors or assigns, or to others later granted a similar right.

2. The grantees, their heirs and assigns, covenant with the grantor, its successors and assigns, to at all times maintain and make necessary repairs, at their own expense, should the roadway be paved or otherwise require same for its proper upkeep and maintenance.

3. The grantees, their heirs and assigns shall bear full responsibility for the use and enjoyment of the above described

Easement
Avatar/Fioramantis
Page Three

easement and shall hold the grantor harmless from any claim of damages to person or premises resulting from the use, occupancy and possession thereof by grantees, their heirs and assigns.

4. To have and to hold the said easement unto the grantees, and unto their successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement.

Signed, Sealed and Delivered
in the Presence of:

AVATAR PROPERTIES, INC.

Witnesses as to grantor

By: _____
(CORPORATE SEAL)

Witnesses as to grantees

Frank Fioramanti

Alberta S. Fioramanti

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, as the _____ of AVATAR PROPERTIES, INC., a Florida corporation, to me well known and known to me to be the individual described herein and who executed the foregoing Easement, and he acknowledged before me that the seal affixed to the foregoing Easement is the Official Seal of said Corporation and that it was affixed to said Easement by due and regular corporate authority and that said Easement is the free act and deed of said Corporation.

Easement
Avatar/Fioramantis
Page Four

WITNESS my hand and official seal at _____,
_____ County, Florida, this _____ day of _____
1985.

(SEAL)

Notary Public
State of Florida at Large

My Commission Expires:

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY, That on this day personally appeared
before me, an officer duly authorized to administer oaths and take
acknowledgments, FRANK FIORAMANTI and ALBERTA S. FIORAMANTI, his
wife, to me well known to be the persons described in and who
executed the foregoing Easement and they acknowledged before me that
they executed the same freely and voluntarily for the purposes
therein expressed.

WITNESS my hand and official seal at Haines City, Polk
County, Florida, this _____ day of _____, 1985.

(SEAL)

Notary Public
State of Florida at Large

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT OF FLORIDA,
IN AND FOR POLK COUNTY, FLORIDA CIVIL DIVISION

FRANK FIORAMANTI and ALBERTA S.
FIORAMANTI, his wife,

Plaintiffs,

vs.

CASE NO. GC-G-84-2862

AVATAR PROPERTIES, INC.,

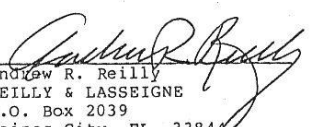
Defendant.

RECEIPT FOR COMPENSATION

Plaintiffs, FRANK FIORAMANTI and ALBERTA S. FIORAMANTI, his wife, in accordance with the Amended Final Judgment entered in this cause on February 22, 1985, has paid to Defendant, AVATAR PROPERTIES, INC., the sum of \$500.00 award by said judgment as compensation for the easement.

Defendant hereby acknowledges receipt of the \$500.00.

DATED this _____ day of March, 1985.


Andrew R. Reilly
REILLY & LASSEIGNE
P.O. Box 2039
Haines City, FL 33844
(813) 422-5978
Attorney for Plaintiffs

Dennis J. Getman
201 Alhambra Circle
Coral Gables, FL 33134
(305) 442-7000
Attorney for Defendant

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT OF FLORIDA,
IN AND FOR POLK COUNTY
CIVIL DIVISION

FRANK FIORAMANTI and ALBERTA S.
FIORAMANTI, his wife,

Plaintiffs,

vs.

AVATAR PROPERTIES, INC.

Defendants.

Case No. GC-G-84-1803

Notice of Hearing

TO: Dennis Getman, Esquire
Senior Vice President
Avatar Properties, Inc.
201 Alhambra Circle
Coral Gables, Florida 33134

Please take notice that on the 21st day of January,
10:15-10:45 A.M.
A.D. 19 85, at _____ M., or as soon thereafter as counsel can be heard, the undersigned will
bring on to be heard the Final Hearing

before the Honorable Richard A. Bronson, one of the Judges of the above Court,
at his Chambers in the Court House in Bartow, Polk
County, Florida.

Please govern yourself accordingly.

Dated this 4th day of December, 19 84

I HEREBY CERTIFY that a copy of the foregoing **Notice of Hearing** was mailed/delivered
to the above-named addressee on the aforementioned date.

Law Offices of

ANDREW R. REILLY
REILLY & LASSEIGNE
P. O. Box 2039
Haines City, FL 33844
(813) 422-5978

BY Andrew R. Reilly
Attorney for Plaintiff

I H BOWEN

SCHEDULE "A"

TRACT 1

The North 190.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 29, Township 27 South, Range 28 East, Polk County, Florida, lying East of the thread of Lake Marion Creek; LESS AND EXCEPT the East 60 feet thereof.

TRACT 2

The South 170.00 feet of the North 360.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 29, Township 27 South, Range 28 East, Polk County, Florida, lying East of the thread of Lake Marion Creek; LESS AND EXCEPT the East 60 feet thereof.

TOGETHER WITH a non-exclusive easement over the following described property:

The East 60 feet of the North 870.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 29, Township 27 South, Range 28 East, Polk County, Florida, lying East of the thread of Lake Marion Creek; and

Beginning at the Northwest corner of the NE 1/4 of the NW 1/4 of Section 29, Township 27 South, Range 28 East, Polk County, Florida, run thence Easterly along said Section line a distance of 520 feet, more or less, to Marion Creek Road (Sr 580), thence South along said road a distance of thirty (30) feet, thence West a distance of 520 feet, more or less, to a point 30 feet South of the Point of Beginning, thence North 30 feet to the Point of Beginning.

N

NW $\frac{1}{4}$ OF NW $\frac{1}{4}$
SECTION 29
TWP 27 S
RANGE 28 E

W

SW $\frac{1}{4}$ OF NW $\frac{1}{4}$
SECTION 29
TWP 27 S
RANGE 28 E

NW $\frac{1}{4}$ OF SW $\frac{1}{4}$
SECTION 29
TWP 27 S
RANGE 28 E

NW $\frac{1}{4}$ of NW $\frac{1}{4}$ 1	NE $\frac{1}{4}$ of NW $\frac{1}{4}$ 2	NW $\frac{1}{4}$ of NE $\frac{1}{4}$ 3	NE $\frac{1}{4}$ of NE $\frac{1}{4}$ 4
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ 8	SE $\frac{1}{4}$ of NW $\frac{1}{4}$ 7	SW $\frac{1}{4}$ of NE $\frac{1}{4}$ 6	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ 5
NW $\frac{1}{4}$ of SW $\frac{1}{4}$ 9	NE $\frac{1}{4}$ of SW $\frac{1}{4}$ 10	NW $\frac{1}{4}$ of SE $\frac{1}{4}$ 11	NE $\frac{1}{4}$ of SE $\frac{1}{4}$ 12
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ 16	SE $\frac{1}{4}$ of SW $\frac{1}{4}$ 15	SW $\frac{1}{4}$ of SE $\frac{1}{4}$ 14	SE $\frac{1}{4}$ of SE $\frac{1}{4}$ 13
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ 17	NE $\frac{1}{4}$ of NW $\frac{1}{4}$ 18	NW $\frac{1}{4}$ of NE $\frac{1}{4}$ 19	NE $\frac{1}{4}$ of NE $\frac{1}{4}$ 20
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ 24	SE $\frac{1}{4}$ of NW $\frac{1}{4}$ 23	SW $\frac{1}{4}$ of NE $\frac{1}{4}$ 22	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ 21
NW $\frac{1}{4}$ of SW $\frac{1}{4}$ 25	NE $\frac{1}{4}$ of SW $\frac{1}{4}$ 26	NW $\frac{1}{4}$ of SE $\frac{1}{4}$ 27	NE $\frac{1}{4}$ of SE $\frac{1}{4}$ 28
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ 32	SE $\frac{1}{4}$ of SW $\frac{1}{4}$ 31	SW $\frac{1}{4}$ of SE $\frac{1}{4}$ 30	SE $\frac{1}{4}$ of SE $\frac{1}{4}$ 29
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ 33	NE $\frac{1}{4}$ of NW $\frac{1}{4}$ 34	NW $\frac{1}{4}$ of NE $\frac{1}{4}$ 35	NE $\frac{1}{4}$ of NE $\frac{1}{4}$ 36
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ 40	SE $\frac{1}{4}$ of NW $\frac{1}{4}$ 39	SW $\frac{1}{4}$ of NE $\frac{1}{4}$ 38	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ 37
NW $\frac{1}{4}$ of SW $\frac{1}{4}$ 41	NE $\frac{1}{4}$ of SW $\frac{1}{4}$ 42	NW $\frac{1}{4}$ of SE $\frac{1}{4}$ 43	NE $\frac{1}{4}$ of SE $\frac{1}{4}$ 44
SW $\frac{1}{4}$ of SW $\frac{1}{4}$ 48	SE $\frac{1}{4}$ of SW $\frac{1}{4}$ 47	SW $\frac{1}{4}$ of SE $\frac{1}{4}$ 46	SE $\frac{1}{4}$ of SE $\frac{1}{4}$ 45

E

S

120 acres composed of three 40's running north and south, all in Section 29 Township 27 South Range 28 East, Polk County, Florida.

Descriptions are based on two and one half acre grid. As example, a complete description of Tract 1 is as follows:

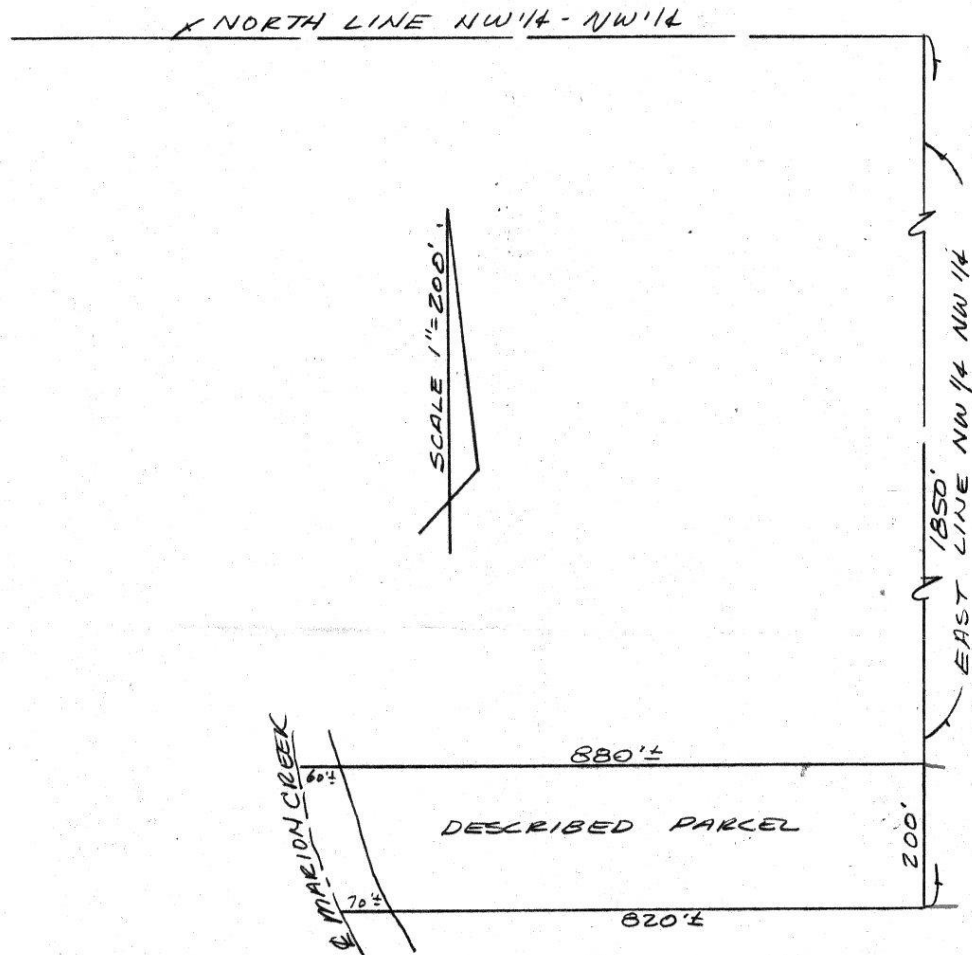
NW $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF NW $\frac{1}{4}$
of Section 29 Township 27
South, Range 28 East, Polk
County, Florida



earnest vandiver & associates • inc.

registered land surveyors

17 so. f street/p.o. box 2009 • haines city, florida 33844



TRACT II

That part of the South 200.00 feet of the North 1850.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 29, Township 27 South, Range 28 East, Polk County, Florida, LYING EAST OF THE THREAD OF LAKE MARION CREEK.

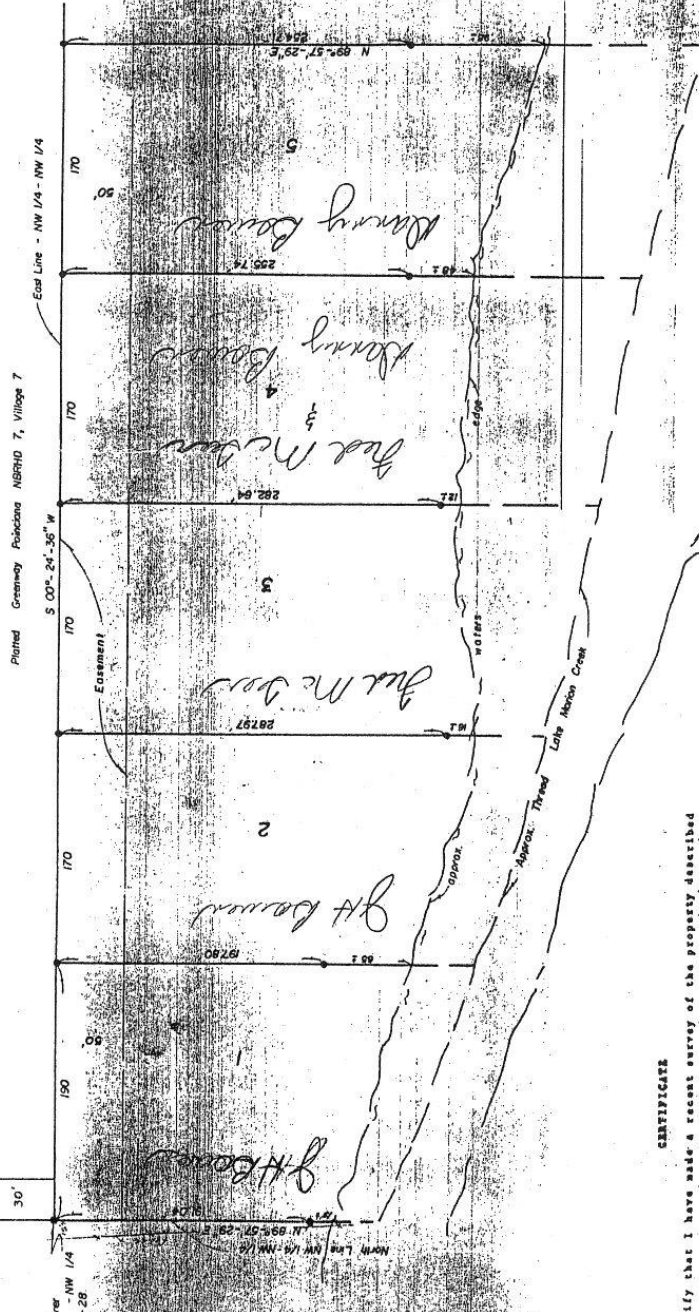
Prepared by: Earnest Vandiver, Jr., PLS
Fla. Registration No. 3781
July 17, 1985

Earnest Vandiver, Jr.

Bearings based on assumed datum.
 Survey based on Section breakdown.
 Monuments set from road.
 Field survey completed 5/02/85

The South 170.00 feet of the North 510.00 feet of the Northeast 1/4 of the Northwest 1/4 of Section 29, Township 27 South, Range 28 East, Polk County, Florida, lying East of the thread of Lake Marion Creek.

TRACT 4
 The South 170.00 feet of the North 700.00 feet of the Northeast 1/4 of the Northwest 1/4 of Section 29, Township 27 South, Range 28 East, Polk County, Florida, lying East of the thread of Lake Marion Creek.



CERTIFICATE

I, the undersigned, being a duly qualified and licensed Surveyor of the State of Florida, do hereby certify that I have made a recent survey of the property described