RECORD & RETURN TO:
SHEILA R. GOLDSTEIN, FRP
FLORIDA REGISTERED PARALEGAL
RUDEN McCLOSKY, P.A.
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

CFN 2012002401
Bk 04217 Pgs 1907 - 1909; (3pgs)
DATE: 01/06/2012 08:37:59 AM
MALCOM THOMPSON, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES 27.00

Prepared by and return to:
Mark F. Grant, Esq.
Ruden McClosky P.A.
200 E. Broward Blvd., 15th Floor
Fort Lauderdale, Florida 33301

Folio Nos.: _____

INSTR # 2012014501
BK 08567 PGS 0863-0865 PG(s)3
RECORDED 01/26/2012 09:41:13 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 27.00
RECORDED BY S Wiggins

_____[Space Above This Line For Recording Data]_____

TERMINATION OF VILLAGE TEN ASSESSMENT AGREEMENT

THIS TERMINATION OF VILLAGE TEN ASSESSMENT AGREEMENT ("Termination") is made this 16th day of December, 2011, by ASSOCIATION OF POINCIANA VILLAGES, INC., a Florida corporation not-for-profit ("APV") and VILLAGE TEN ASSOCIATION, INC., a Florida corporation not-for-profit ("Ten Association").

W I T N E S S E T H

WHEREAS, APV and Ten Association entered into that certain Village Ten Assessment Agreement recorded in Official Records Book 4510, Page 1739 of the Public Records of Polk County, Florida ("Agreement"); and

WHEREAS, APV and Ten Association have mutually agreed to terminate the Agreement effective as of December 16, 2011.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agrees as follows:

1. The recitations heretofore set forth are true and correct and are incorporated herein by this reference.

2. The Agreement shall terminate and be null, void and of no further force and effect as of December 16, 2011 ("Termination Date").

3. Effective as of the Termination Date, each of APV and Ten Association (and their affiliates) (collectively "First Party") do hereby remise, release, acquit, satisfy, and forever discharge the other party to this Termination (and their affiliates, officers, directors, shareholders, members and agents (collectively "Second Party") of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and

demands whatsoever, in law or in equity, which each First Party ever had, now has, or which any personal representative, successor, heir or assign of said First Party, hereafter can, shall or may have, against the other Second Party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

4. This Termination may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

5. The parties acknowledge that each party has reviewed and revised this Termination and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Termination or any amendments or exhibits hereto.

6. If any action at law or in equity is necessary to enforce or interpret the terms of this Termination, the prevailing party or parties shall be entitled to reasonable attorney's fees, paraprofessional fees, costs and necessary disbursements at all judicial levels in addition to any other relief to which such party or parties may be entitled.

7. Venue for any dispute shall be in Polk County, Florida.

8. This Termination may be executed in one or more counterparts, each of which shall be deemed an original but a complete set of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Termination as of the day and year first above written.

Jeanette R. Coughenour
Print Name: Jeanette R. Coughenour

Neal D. Bowen
Print Name: Neal D. Bowen

Print Name:

Richard M. Weakley
Vice President, General Manager
Print Name: Alan Smith

ASSOCIATION OF POINCIANA VILLAGES, INC.

By: Mary E. Emerson
Mary E. Emerson, President

VILLAGE TEN ASSOCIATION, INC.

By:
John R. Corners, President

STATE OF FLORIDA)
) SS:
COUNTY OF Polk)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Mary E. Emerson, President of ASSOCIATION OF POINCIANA VILLAGES, INC., a Florida corporation not-for-profit, who is personally known to me or who has produced ____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of December, 2011.

Mark F Grant
Notary Public
State of Florida at Large
Print Name: _____

My Commission Expires:

MARK F. GRANT
Commission # DD 843037
Expires February 11, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

STATE OF FLORIDA)
) SS:
COUNTY OF Polk)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by John R. Corners, President of VILLAGE TEN ASSOCIATION, INC., a Florida corporation not-for-profit, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of December, 2011.

Mark F Grant
Notary Public
State of Florida at Large
Print Name: _____

My Commission Expires:

MARK F. GRANT
Commission # DD 843037
Expires February 11, 2013
Bonded Thru Troy Fain Insurance 800-385-7019