

# EXHIBIT "17"

90739566 09-20-2001 14:55:21 JTF  
51 DED-SUNSET VILLAGE  
000906  
IH:01330578 BK:11586 SPG:2041 EPG:204  
RECORDING 008 PAGES 1 \$37.5  
DOC STAMP - DR219 3 \$126,000.0

This instrument prepared by  
and to be returned to:  
Richard S. Webb, IV, Esquire  
Lutz, Webb & Bobo, P.A.  
One Sarasota Tower, Suite 500  
2 North Tamiami Trail  
Sarasota, Florida 34236  
Telephone: (941) 951-1800

01-330578 SPT-20-2001 2:56PM  
PINELLAS CO BK 11586 PG 2041

TOTAL: \$126,037.5  
CHECK AMT. TENDERED: \$126,037.5  
CHANGE: \$.0

BY *[Signature]* DEPUTY CLERK

**SPECIAL WARRANTY DEED**

CWS Communities L.P., a Delaware limited partnership ("Grantor"), whose address is c/o Chateau Communities, Inc., 6160 S. Syracuse Way, Greenwood Village, Colorado 80111, for and in consideration of the sum of TEN DOLLARS (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and does hereby GRANT, SELL and CONVEY unto Sunset Village, Inc., a Florida corporation not-for-profit ("Grantee"), whose address is 34007 Azalea Drive, Pinellas Park, FL 33781, in fee simple, that certain land located in Sarasota County, Florida, being more particularly described as:

See Exhibit "A" attached hereto and made a part hereof

Tax ID#: 27-30-16-69840-100-0200

together with improvements, if any, located on such land (such land and improvements being collectively referred to as the "Property").

This conveyance is made and accepted subject to all matters (the "Permitted Exceptions") set forth in Exhibit "B" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, subject to the Permitted Exceptions, unto Grantee and Grantee's heirs, successors and assigns forever. And Grantor hereby covenants with Grantee that, except as above noted, that at the time of the delivery of this Special Warranty Deed, the Property was free from all encumbrances made by it and that Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

By acceptance of this Special Warranty Deed, Grantee agrees to and accepts all of the foregoing matters.

Witnesses as to Sellers:

"Seller"

PAGES 8  
ACCT \_\_\_\_\_  
REC 37150  
DR219 126000.00  
DS \_\_\_\_\_  
INT \_\_\_\_\_  
FEES \_\_\_\_\_  
MTF \_\_\_\_\_  
P/C \_\_\_\_\_  
REV \_\_\_\_\_  
TOTAL 126037.50  
CK BAL \_\_\_\_\_  
G AMT \_\_\_\_\_

CWS Communities, L.P., a Delaware limited partnership

By: Second Merger Sub, LLC.,  
a Maryland limited liability company,

its general partner

By: CP Limited Partnership,  
a Maryland limited partnership,  
its managing member

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

*Todd Levy*

Print name: Todd Levy

*Steve White*

Print name: Steve White

*Kimberly Carlisch*

*Kimberly Carlisch*

Print name: \_\_\_\_\_

*Robert P. Hathurst*

Print name: ROBERT P. HATHURST

By: *Gary McDaniel*  
Print name: Gary McDaniel  
Title: CEO

By: Chateau Communities, Inc.,  
a Maryland corporation,  
its other general partner

By: *Gary McDaniel*  
Print name: Gary McDaniel  
Title: CEO

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF Colorado  
COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me on this 13 day of September, 2001, by Gary P McDaniel, as CEO of ROC Communities, Inc., a Maryland corporation, and Chateau Communities, Inc., a Maryland corporation, both general partners of CP Limited Partnership, a Maryland limited partnership, managing member of Second Merger Sub, LLC, a Maryland limited liability company, for and on behalf of the Company, as general partner of CWS Communities, L.P., a Delaware limited partnership,

✓ who is personally known to me,  
         who has produced \_\_\_\_\_ as  
identification

and who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed on behalf of the limited liability company.

(Notary seal)

Martha Hatlestad  
- NOTARY PUBLIC  
Print Martha Hatlestad

(Seal)

State of Colorado at Large

My Commission Expires:

I:\RSWCWS\sunset\deed special warranty.wpd

My Commission Expires  
03/17/2004

EXHIBIT "A" TO SPECIAL WARRANTY DEED

PARCEL 1:

Farms 2 and 15 of PINELLAS FARMS, in Section 27, Township 30 South, Range 16 East, Pinellas County, Florida, according to the map or plat thereof recorded in Plat Book 7, page 4, of the public records of Hillsborough County, Florida, of which Pinellas County was formerly a part. LESS the North 30 feet, the West 25 feet and the South 25 feet of the West ½ of the Northeast 1/4 of the Northeast 1/4 of Section 27, Township 30 South, Range 16 East, Pinellas County, Florida.

AND

PARCEL 2:

Farms 17, 18, 31 and 32 in Section 27, Township 30 South, Range 16 East, in PINELLAS FARMS, as recorded in Plat Book 7, pages 4 and 5 of the public records of Hillsborough County, Florida, of which Pinellas County was formerly a part; LESS, however, that part of Farm 32 described as follows, heretofore deeded to the County of Pinellas for road right-of-way purposes:

Commencing at the East quarter corner of Section 27, Township 30 South, Range 16 East, as a Point of Beginning, run thence North 89°48'51" West, 70.61 feet along the East and West centerline of said Section; thence North 45°06'05" East, 100.31 feet to the East line of said Section; thence South 00°21'33" West along said East line, 71.03 feet to the Point of Beginning; being a part of Farm 32, PINELLAS FARMS SUBDIVISION, in Section 27, Township 30 South, Range 16 East, LESS the North 35 feet of the West ½ of the Southeast 1/4 of the Northeast 1/4 of Section 27, Township 30 South, Range 16 East, Pinellas County, Florida; also LESS right-of-way deeded to the State of Florida in Official Records Book 4199, page 1143, of the public records of Pinellas County, Florida; also LESS the South 5 feet of Farms 31 and 32 deeded to the City of Pinellas Park for road right-of-way purposes recorded June 20, 1988 in Official Records Book 6770, page 1791; TOGETHER WITH that portion of 15 foot wide vacated right-of-way adjacent to Farms 17 and 32 as vacated in that certain Resolution No. 88-21 recorded April 4, 1988 in Official Records Book 6712, page 1988, of the public records of Pinellas County, Florida.

AND

PINELLAS COUNTY FLA.  
OFF. REC. BK 11586 PG 2045

PARCEL 3:

The South 25 feet of the West ½ of the Northeast ¼ of the Northeast ¼ of Section 27, Township 30 South, Range 16 East, Pinellas County, Florida, and the North 35 feet of the West ½ of the Southeast ¼ of the Northeast ¼ of Section 27, Township 30 South, Range 16 East, Pinellas County, Florida, LESS right-of-way for 37th Street North.

EXHIBIT "B" TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS TO SPECIAL WARRANTY DEED

1. Taxes and assessments for the year 2001 and subsequent years, which are not yet due and payable.
2. Matters reflected on that certain survey prepared by Lloveras, Baur & Stevens dated 8-28-01, Job No. 23883, as follows:
  - a. Mobile home and wood fence encroaches onto 86<sup>th</sup> Avenue North, a public right-of-way.
  - b. Concrete slab and concrete drive encroach into 37<sup>th</sup> Street North, a public right-of-way.
  - c. Six foot high wood fence and concrete wall encroach into 78<sup>th</sup> Avenue North, a public right-of-way.
  - d. Planter encroaches into Gandy Boulevard, a public right-of-way.
  - e. Two six foot high wood fences encroach over the East property line into adjacent land.
  - f. Concrete wash drying area partially located within easement recorded in O.R. Book 3109, Page 634; along East property line.
3. All terms and provisions of existing unrecorded leases and all rights thereunder of the Lessees, as tenants only, and any person claiming by, through or under said Lease.
4. Title to personal property is not insured herein including, but not limited to any mobile homes which may be located on the lands insured.
5. Right of Way reserved to Florida Power Corporation in Deed dated June 15, 1944, recorded July 15, 1944 in Deed Book 978, page 445, of the public records of Pinellas County, Florida. (As to Parcel 1)
6. Easement to Pinellas Water Company recorded in Deed Book 1465, page 251, of the public records of Pinellas County, Florida. (As to Parcel 1)
7. Easement and Right of Way to Florida Power Corporation in instrument dated June 18, 1954 and recorded January 11, 1955 in Deed Book 1514, page 28, of the public records of Pinellas County, Florida. (As to Parcel 1)

8. Easement and Right of Way to City of Pinellas Park in instrument dated April 25, 1969 and recorded June 27, 1969 in Official Records Book 3109, page 634 and as partially vacated by Resolution No. 92-31 recorded in Official Records Book 7941, Page 2011, both being of the public records of Pinellas County, Florida. (As to Parcel 1)
9. Easement granted to Florida Power Corporation recorded October 30, 1969 in Official Records Book 3193, page 707, of the public records of Pinellas County, Florida. (As to Parcel 1)
10. Easement rights granted to Florida Power Corporation in instrument dated January 5, 1970 and recorded January 29, 1970 in Official Records Book 3258, page 316, of the public records of Pinellas County, Florida. (As to Parcel 1)
11. Distribution Easement granted to Florida Power Corporation recorded April 24, 1980 in Official Records Book 5014, page 1895, of the public records of Pinellas County, Florida. (As to Parcel 1)
12. Easement to Pinellas Water Company dated September 29, 1934 and recorded February 3, 1954 in Deed Book 1465, page 253, of the public records of Pinellas County, Florida. (As to Parcel 2)
13. Easement and Right of Way to Florida Power Corporation contained in instrument dated July 28, 1954 and recorded January 11, 1955 in Deed Book 1514, page 23, of the public records of Pinellas County, Florida. (As to Parcel 2)
14. Terms, conditions and provisions of that certain License Agreement executed by and between Sunset Mobile Home Park, Inc., and General Telephone Company of Florida recorded April 26, 1967 in Official Records Book 2591, page 106, of the public records of Pinellas County, Florida. (As to Parcel 2)
15. Easement granted to Florida Power Corporation recorded July 19, 1967 in Official Records Book 2640, page 530 and re-recorded November 20, 1967 in Official Records Book 2718, page 542 and re-recorded June 12, 1968 in Official Records Book 2850, page 80, all of the public records of Pinellas County, Florida. (As to Parcel 2)
16. Right of Way and Easement Deed for Distribution to Pennzoil United, Inc., dated May 11, 1968 and recorded January 15, 1969 in Official Records Book 2993, Page 186 and re-recorded February 25, 1969 in Official Records Book 3022, page 442, all of the public records of Pinellas County, Florida. (As to Parcel 2)



17. Distribution Easement granted to Florida Power Corporation recorded April 24, 1980 in Official Records Book 5014, page 1883, of the public records of Pinellas County, Florida. (As to Parcel 2)
18. Easement granted to City of Pinellas Park, recorded December 23, 1982 in Official Records Book 5448, page 643, of the public records of Pinellas County, Florida. (As to Parcel 2)
19. Easement for Utility and Drainage Purposes as reserved by the City of Pinellas Park in that certain Resolution No. 88-21, recorded April 4, 1988 in Official Records Book 6712, page 1988, of the public records of Pinellas County, Florida. (As to Parcel 2)
20. Drainage Easement to the State of Florida recorded September 15, 1971 in Official Records Book 3623, page 237, of the public records of Pinellas County, Florida. (As to Parcel 3)
21. Drainage Easement to the State of Florida dated September 3, 1971 and recorded in Book 3623, page 240, of the public records of Pinellas County, Florida. (As to Parcel 3)
22. Easement and Right of Way reserved by City of Pinellas Park, Florida in that certain Quit Claim Deed recorded December 23, 1982 in Official Records Book 5448, page 641 and as partially vacated by Resolution No. 92-31 recorded in Official Records Book 7941, Page 2011, both being of the public records of Pinellas County, Florida. (As to Parcels 1 and 3)
23. Terms, covenants, conditions and other matters contained in the Agreement between Time Warner Entertainment-Advance/Newhouse Partnership and CWS Communities, L.P. d/b/a Sunset Palms Mobile Home Park, as evidenced by the Memorandum of Agreement recorded in Official Records Book 10991, page 1576, of the public records of Pinellas County, Florida.