

Baker Hostetler

Baker & Hostetler LLP

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November 26, 2007

VIA UPS OVERNIGHT

(386) 427-9575

Daniel W. Cory, Surveyor
300 Canal Street
New Smyrna, Florida 32168

*Re: Hammock Creek Green, LLC ("Borrower") / Mortgage Modification from CSE
Mortgage, LLC ("Mortgagee") - Updated Survey
Client-Matter No. 079818.000002*

Dear Mr. Cory:

As you know, our firm represents Borrower in the above-referenced loan transaction with CSE Mortgage LLC. It is our understanding that you will be preparing the survey for the project.

In preparing the survey, we are making the following requests to ensure that the survey will meet the specifications required by the title company and lender:

(i) Enclosed please find a copy of a First American Title Insurance Company Commitment to Endorse Loan Policy FA-36-1253249 (the "Loan Policy") with file Number 2037-1786758 and an Issue date of November 21, 2007 (the "Commitment"). Per our telephone conversation, copies of the recorded exception instruments referenced on Schedule B, Section 2 of the Commitment are not enclosed as you requested since no additional exceptions to title were recorded subsequent to the issuance of the original Loan Policy. A copy of the Loan Policy is enclosed for your reference. Please note the following specific requests:

(a) Please bring the survey date current and reference the enclosed Commitment in the surveyor's notes by Commitment file Number and Issue date, listing all exceptions referenced on Schedule B, Section 2 (and shown on the Loan Policy Schedule B, Part I);

(b) Please ensure that the legal description as set forth on Exhibit "A" of the Loan Policy mirrors the legal description in the survey; if this is not possible, please contact me immediately to discuss this matter further;

Daniel W. Cory, Surveyor
November 26, 2007
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(ii) Please certify the survey to the following parties:

Hammock Creek Green, LLC
CSE Mortgage LLC
Baker & Hostetler LLP
Holland & Knight LLP
First American Title Insurance Company

When the survey is complete, please send 5 signed and sealed originals to me to disseminate to the client and other parties to the transaction.

Thank you for your assistance in this matter and please feel free to contact me should you have any questions.

Very Truly Yours,



Candis Leigh Grissom
Real Estate Paralegal

Enclosures (Commitment & Loan Policy)

Cc: Jessica M. Parker, Esq. (w/ Enclosures)
Don Mears, GS Florida LLP (via email w/ Enclosures)
Sandy Schnettler, GS Florida LLP (via email w/ Enclosures)

**COMMITMENT TO ENDORSE
First American Title Insurance Company
LOAN POLICY FA-36-1253249**

SCHEDULE A

Issuing Office File No.: **2037-1786758**
Agent's Reference No.: **079818.000002**
Issue Date: **November 21, 2007**

1. The Effective Date of Schedule A of the above-mentioned Policy is hereby amended to read as follows:

"Date and Time of recording of Mortgage Modification referred to in this Commitment."

2. Policy or Policies to be issued:
- (a) ALTA Owner's Policy (10-17-92) (with Florida Modifications) Policy Amount: **\$N/A**
Proposed Insured: **N/A**
 - (b) ALTA Loan Policy (10-17-92) (with Florida Modifications) Policy Amount: **\$N/A**
Proposed Insured: **N/A**
 - (c) Other: **Endorsement No. 1 to Policy No. FA-36-1253249 in the form shown attached to this Commitment as Exhibit I (hereafter referred to as the "Endorsement")**.

3. A **Fee Simple** interest in the land described in this Commitment is owned at the Commitment Date, by: **Hammock Creek Green, LLC, a Delaware limited liability company.**

4. The land insured is shown and described in the Policy subject to the following:

a) Insured Property shown in the Policy which has been released from the Insured Mortgage by the insured lender: NONE

**b) Any property to be added to the Mortgage by the Mortgage Modification which property is described below (and hereafter referred to as the "Additional Property"):
NONE**

THIS COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSUREDS ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

Baker & Hostetler LLP

By: 
Authorized Signatory

**COMMITMENT TO ENDORSE
First American Title Insurance Company
LOAN POLICY FA-36-1253249**

**SCHEDULE B - SECTION 1
Requirements**

Issuing Office File No.: **2037-1786758**
Agent's Reference No.: **079818.000002**

1. Pay and/or disburse the agreed amounts for the additional lien or interest in the land to be insured and/or according to the proposed insured modification of the insured mortgage.
2. Pay us the premiums, fees and charges for the Endorsement.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us must be revised by the Company and, if satisfactory to it, then the documents must be signed, delivered and recorded:

a. Mortgage Modification [and Spreader Agreement] (hereafter referred to as the "Modification") executed by Hammock Creek Green, LLC, a Delaware limited liability company, in favor of CSE Mortgage LLC, a Delaware limited liability company which, modifies that certain mortgage dated January 20, 2006 and recorded January 24, 2006, in Official Records Book 5752, Page 453, Public Records of Volusia County, Florida (hereafter referred to the "Insured Mortgage") which Modification must effect the following changes to the Insured Mortgage:

- 1. Extend the maturity date of the Insured Mortgage pursuant to Section 3.8 of that certain Loan Agreement dated January 20, 2006 by and between Hammock Creek Green, LLC, a Delaware limited liability company, and CSE Mortgage LLC, a Delaware limited liability company.**
- 2. Other: NONE.**

Additional Requirements, if any, for insurance of the Modification are as follows:

**COMMITMENT TO ENDORSE
First American Title Insurance Company
LOAN POLICY FA-36-1253249**

**SCHEDULE B - SECTION 2
Exceptions**

Issuing Office File No.: **2037-1786758**
Agent's Reference No.: **079818.000002**

The Policy as Endorsed will contain only those exceptions from coverage as shown in the Policy unless expressly changed or deleted or unless additional exceptions are shown in the Endorsement attached to this commitment and no other exceptions.

**THE ENDORSEMENT TO POLICY
IS ATTACHED TO THIS COMMITMENT**

EXHIBIT I

ENDORSEMENT No. 1

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

Attached to and forming a part of
Loan Policy No. FA-36-1253249

The above-referenced Loan Policy shall be revised as follows:

1. The Date of Policy shown on Schedule A is hereby amended as follows:
_____, 2007 @ _____
2. The following is hereby added to Schedule A, Item 4:

Mortgage Modification Agreement executed by Hammock Creek Green LLC, a Delaware limited liability company, in favor of CSE Mortgage LLC, dated _____, 2007 and recorded _____, 2007 in Official Records Book _____, Page _____, Public Records of Volusia County, Florida.

All else remains the same.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

This endorsement shall not be valid or binding unless signed by either a duly authorized officer or agent of the Company.

Issue Date: _____, 2007

Agent Name:
BAKER & HOSTETLER LLP
200 S. Orange Avenue, Suite 2300
Orlando, FL 32801

By: PRO FORMA
Authorized Signatory

FATIC 443



Policy No. FA-36-1253249

POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
 - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
 - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the Insured has advanced or is obligated to advance;
8. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY *Gary L. Keruett* PRESIDENT

ATTEST *Mark R. Arneson* SECRETARY

First American Title Insurance Company

SCHEDULE A

Agent File No.: 05.2376

Issuing Office File No.:

Policy No. FA-36-1253249

Date of Policy: January 24, 2006 @ 12:38 p.m.

Amount of Insurance: \$60,000,000.00

1. Name of Insured:

CSE Mortgage LLC, a Delaware limited liability company, its successors and/or assigns, as their interests may appear

2. The estate or interest in the land which is encumbered by the insured mortgage is:

Fee simple, as to Parcels 1, 3 and 4;
Easement, as to Parcel 2

3. Title to the estate or interest in the land is vested in:

Hammock Creek Green LLC, a Delaware limited liability company

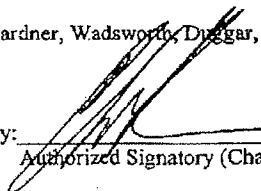
4. The insured mortgage and assignments thereof, if any, are described as follows:

Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated January 20, 2006, by and between CSE Mortgage LLC, as mortgagee and Hammock Creek Green, LLC, a Delaware limited liability company, as mortgagor, recorded on January 24, 2006 in Official Records Book 5752, Page 453, of the Public Records of Volusia County, Florida, securing the original principal amount of \$60,000,000.00.

5. The land referred to in this Policy is described as follows :

See Schedule "A" Attached Hereto and Made a Part Hereof

Gardner, Wadsworth, Duggar, Bist & Wiener, P.A.

By: 
Authorized Signatory (Charles R. Gardner)

First American Title Insurance Company

SCHEDULE B PART I

Agent File No.: 05.2376

Issuing Office File No.:

Policy No.: FA-36-1253249

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Any rights, interests or claims of parties in possession of the land not shown by the public records.
2. Any rights, interest or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
5. Taxes or special assessments not shown as a lien in the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Any minerals or mineral rights leased, granted or retained by current or prior owners.
7. Taxes and assessments for the year 2006 and subsequent years, which are not yet due and payable.

NOTE: Exceptions numbered 1 through 6 above are hereby deleted.

8. Right-of-Way Agreement with Florida Power & Light Company recorded in Official Records Book 930, at Page 55, of the Public Records of Volusia County, Florida, and Supplemental Right-of-Way Agreement recorded in Official Records Book 963, at Page 306, of the Public Records of Volusia County, Florida. (As to Parcel 1)
9. Easement granted to The City of Edgewater, Florida, recorded in Official Records Book 2867, at Page 1477, of the Public Records of Volusia County, Florida. (As to Parcel 1)
10. Easement granted to Florida Power & Light Company recorded in Official Records Book 2949, at Page 1772, of the Public Records of Volusia County, Florida. (As to Parcel 1)
11. Covenants, Conditions and Restrictions as set forth in Special Warranty Deed recorded in Official Records Book 4978, at Page 3355, of the Public Records of Volusia County, Florida; as affected by:
 - a. Special Warranty Deed, recorded in Official Records Book 4978, at Page 3362, of the Public Records of Volusia County, Florida; and

- b. Corrective Special Warranty Deed, recorded in Official Records Book 5011, at Page 4493, of the Public Records of Volusia County, Florida,

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). (As to Parcels 1 and 2)

- 12. Terms and conditions set forth in Easement Agreement (Surface Water Drainage) from HWY 442 Partners, LLC to Robert Vincent Snowden, Jr. and Pamela Hughes Snowden, recorded in Official Records Book 5551, at Page 3467, of the Public Records of Volusia County, Florida. (As to Parcels 1 and 4)
- 13. Terms and conditions set forth in Easement Agreement (Access) from HWY 442 Partners, LLC to Edgewater 5, LLC, to be recorded September 15, 2005, in Official Records Book 5652, at Page 716, of the Public Records of Volusia County, Florida. (As to Parcels 2 and 4)
- 14. Matters reflected on the Surveys prepared by Daniel W. Cory Surveyor, Inc., executed by Daniel W. Cory, Professional Surveyor and Mapper, Florida Registration No.: 2027, dated April 12, 2005, as follows:
 - A. 5.1814-acre Survey (Map of Boundary Survey – Work Order #05-07-012E:
 - i. The platted "public road" not greater than twenty (2) feet in width, located along the eastern boundary line of the property and traversing southerly to the southeastern corner of the property.
 - ii. The "shell road" located along the southern boundary line of the property located within the right-of-way for Opossum Camp Road, which has been maintained by Volusia County, located along the southern boundary line of the property.
 - iii. The 5x5 concrete-block utility building and wood rail fence located at the northern boundary line of the 5-acre U.S. Lot 14 ("New Smyrna Gun Club") that is not included as part of the surveyed property.
 - B. 1.094-acre Survey (Map of Boundary Survey – Work Order #05-07-012N:
 - i. Fence lying 0.5 feet located east of the northeasterly boundary of the 1,094 acre parcel located within the northwestern corner of Section 35.
- 16. That certain *Utility Easement* dated June 22, 2004, recorded in Official Records Book 5354, at Page 1340 of the Public Records of Volusia County, Florida. (As to Parcel 3)
- 17. That certain *Temporary Construction Easement Agreement* dated June 22, 2004, recorded in Official Records Book 5354, at Page 1153 of the Public Records of Volusia County, Florida. (As to Parcel 3)

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

UCC Financing Statement by and between CSE Mortgage LLC, as Secured Party and Hammock Creek Green LLC, as Debtor, recorded on January 24, 2006 in Official Records Book 5752, Page 499, of the Public Records of Volusia County, Florida.

First American Title Insurance Company

Schedule A (Continued)

Agents File No.: 05.2376 CRG

EXHIBIT 'A' LEGAL DESCRIPTION

PARCEL 1:

THE NORTH 1/2 OF THE SOUTHWEST 1/4, THE NORTH 1/2 OF THE SOUTHEAST 1/4, THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THE NORTHWEST 1/4, THE NORTH 1/2 OF THE SOUTHWEST 1/4, THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THE NORTH 1/2 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 17 SOUTH, RANGE 33 EAST; AND THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 33 EAST LYING SOUTHWESTERLY OF INTERSTATE 95, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 01° 45' 25" WEST, A DISTANCE OF 1317.75 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32 FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01° 45' 25" WEST, A DISTANCE OF 3953.25 FEET TO THE NORTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 88° 34' 39" E, A DISTANCE OF 5348.31 FEET TO THE NORTHWEST CORNER OF SAID SECTION 33; THENCE NORTH 88° 40' 10" E, A DISTANCE OF 5253.97 FEET TO THE NORTHWEST CORNER OF SAID SECTION 34; THENCE NORTH 88° 31' 15" E, A DISTANCE OF 5290.83 FEET TO THE NORTHWEST CORNER OF SAID SECTION 35; THENCE NORTH 88° 08' 32" E, ALONG THE NORTHERLY LINE OF SAID SECTION 35, A DISTANCE OF 178.37 FEET TO THE WESTERLY RIGHT OF WAY OF INTERSTATE 95; THENCE SOUTH 29° 53' 30" EAST, ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 1050.48 FEET; THENCE SOUTH 29° 53' 36" EAST, ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 460.08 FEET TO THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35; THENCE SOUTH 88° 07' 06" WEST, ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, A DISTANCE OF 884.36 FEET TO THE SOUTHEAST CORNER OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34; THENCE SOUTH 88° 35' 24" WEST, A DISTANCE OF 5293.36 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33; THENCE SOUTH 88° 41' 43" WEST, A DISTANCE OF 658.58 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33; THENCE SOUTH 01° 50' 38" EAST, A DISTANCE OF 1990.46 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33; THENCE SOUTH 88° 44' 01" WEST, A DISTANCE OF 661.32 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33; THENCE SOUTH 01° 45' 54" EAST, A DISTANCE OF 663.33 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33; THENCE SOUTH 88° 44' 47" WEST, A DISTANCE OF 3973.41 FEET TO THE SOUTHEAST CORNER OF SAID NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32; THENCE SOUTH 88° 48' 27" WEST, A DISTANCE OF 5316.15 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

TOGETHER WITH EASEMENT INTEREST FOR INGRESS AND EGRESS AS SET FORTH IN THE OFFICIAL RECORDS BOOK 4978, PAGE 3355; OFFICIAL RECORDS BOOK 4978, PAGE 3362 AND OFFICIAL RECORDS BOOK 5011, PAGE 4493, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

First American Title Insurance Company

Schedule A (Continued)

Agents File No.: 05.2376 CRG

PARCEL 3

A portion of the South 1/2 of the Southeast 1/4 of Section 32, Township 17 South, Range 33 East; the South 1/2 of the Southwest 1/4 of Section 33, Township 17 South, Range 33 East; the Southeast 1/4 and the South 1/2 of the Northeast 1/4 of Section 34, Township 17 South, Range 33 East; U.S. Lots 1, 2, 3, 4, 5, 6 and 7, Section 1, Township 18 South, Range 33 East; U.S. Lots 1, 2, 3, 4, 6, 9, 10, 11 and 12, Section 2, Township 18 South, Range 33 East; U.S. Lots 1 and 6, Section 3, Township 18 South, Range 33 East; AND U.S. Lots 8 and 9, the Southwest 1/4 and the Southeast 1/4 of Section 6, Township 18 South, Range 34 East, all being in Volusia County, Florida, being described as follows: Commence at the southwest corner of said Section 2; thence North 89° 14' 48" East, along the south line of said Section 2, a distance of 1492.34 feet for the Point of Beginning; thence North 02° 63' 33" West, a distance of 1524.17 feet to a point of curvature; thence 8560.65 feet along the arc of a curve to the left, said curve having a radius of 13,883.28 feet, a central angle of 35° 19' 48" and a chord of 8425.67 feet which bears North 20° 33' 27" West to a point of reverse curvature; thence 1391.17 feet along the arc of a curve to the right, said curve having a radius of 16,116.72 feet, a central angle of 4° 56' 44" and a chord of 1390.74 feet which bears North 35° 44' 57" West to the north line of said South 1/2 of the Southeast 1/4 of Section 32; thence North 88° 48' 27" East along said north line of the Southeast 1/4 of Section 32 and along a line non-tangent to the last described curve, a distance of 278.32 feet; thence 1224.25 feet along the arc of a curve to the left being non-tangent with the last described line, said curve having a radius of 15,883.28 feet, a central angle of 4° 24' 58" and a chord of 1223.95 feet which bears South 36° 00' 50" East to a point of reverse curvature; thence 2384.82 feet along the arc of a curve to the right, said curve having a radius of 14,116.72 feet, a central angle of 9° 40' 43" and a chord of 2381.79 feet which bears South 33° 22' 58" East; thence North 61° 54' 23" East, along a line non-tangent and non-radial to said curve, a distance of 177.80 feet to a point of curvature; thence 7098.59 feet along the arc of a curve to the right, said curve having a radius of 8860.86 feet, a central angle of 59° 16' 52" and a chord of 8786.17 feet which bears South 88° 27' 11" East to a point of reverse curvature; thence 1627.27 feet along the arc of a curve to the left, said curve having a radius of 2829.14 feet, a central angle of 32° 57' 20" and a chord of 1604.93 feet which bears South 75° 17' 25" East; thence 480.12 feet along the arc of a curve to the right being non-tangent with the last described curve, said curve having a radius of 3666.72 feet, a central angle of 7° 30' 08" and a chord of 479.77 feet which bears North 10° 23' 50" West to a point of compound curvature; thence 2782.07 feet along the arc of a curve to the right, said curve having a radius of 28,116.72 feet, a central angle of 5° 40' 09" and a chord of 2780.94 feet which bears North 03° 48' 41" West to a point of reverse curvature; thence 3173.57 feet along the arc of a curve to the left, said curve having a radius of 10,383.28 feet, a central angle of 17° 30' 43" and a chord of 3161.24 feet which bears North 09° 43' 58" West to the north line of said South 1/2 of the Northeast 1/4 of Section 34; thence North 88° 35' 24" East along said north line of the South 1/2 of the Northeast 1/4 of Section 34 and along a line non-tangent to the last described curve, a distance of 243.96 feet; thence 3173.28 feet along the arc of a curve to the right being non-tangent with the last described line, said curve having a radius of 10,616.72 feet, a central angle of 17° 07' 31" and a chord of 3161.48 feet which bears South 09° 32' 22" East to a point of reverse curvature; thence 2758.88 feet along the arc of a curve to the left, said curve having a radius of 27,863.28 feet, a central angle of 5° 40' 09" and a chord of 2757.85 feet which bears South 03° 48' 41" East to a point of compound curvature; thence 2519.59 feet along the arc of a curve to the left, said curve having a radius of 3433.28 feet, a central angle of 42° 02' 52" and a chord of 2463.43 feet which bears South 27° 40' 11" East to a point of reverse curvature; thence 2417.59 feet along the arc of a curve to the right, said curve having a radius of 5116.72 feet, a central angle of 27° 04' 18" and a chord of 2395.18 feet which bears South 35° 08' 29" East to a point of reverse curvature; thence 2457.30 feet along the arc of a curve to the left, said curve having a radius of 5883.28 feet, a central angle of 23° 55' 52" and a chord of 2439.48 feet which bears South 33° 35' 16" East to a point of tangency; thence South 45° 33' 12" East, a distance of 530.97 feet to a point of curvature; thence 874.22 feet along the arc of a curve to the right, said curve having a radius of 1366.72 feet, a central angle of 38° 38' 57" and a chord of 859.39 feet which bears South 27° 13' 43" East; thence South 89° 44' 48" East, along a line non-tangent with the last described curve, a distance of 3223.82 feet to the westerly right of way of Interstate 95; thence South 77° 55' 29" West, along said westerly right of way, a distance of 188.81 feet; thence South 89° 41' 55" West, along said westerly right of way, a distance of 332.81 feet; thence South 00° 18' 05" East, along said westerly right of way, a distance of 110.74 feet to the south line of said Section 6; thence North 89° 44' 48" West, along said south line of Section 6, a distance of 2945.21 feet; thence 838.48 feet along the arc of a curve to the left being non-tangent with the last described line, said curve having a radius of 1133.28 feet, a central angle of 42° 23' 28" and a chord of 819.49 feet which bears North 24° 21' 27" West to a point of tangency; thence North 45° 33' 12" West, a distance of

First American Title Insurance Company

Schedule A (Continued)

Agents File No.: 05.2376 CRG

530.97 feet; thence 2554.81 feet along the arc of a curve to the right, said curve having a radius of 6116.72 feet, a central angle of 23° 55' 52" and a chord of 2536.28 feet which bears North 33° 35' 16" West to a point of reverse curvature; thence 2307.29 feet along the arc of a curve to the left, said curve having a radius of 4883.28 feet, a central angle of 27° 04' 18" and a chord of 2285.89 feet which bears North 35° 09' 29" West to a point of reverse curvature; thence 1982.61 feet along the arc of a curve to the right, said curve having a radius of 3666.72 feet, a central angle of 30° 58' 48" and a chord of 1958.54 feet which bears North 33° 12' 13" West; thence 1810.62 feet along the arc of a curve to the right being non-tangent with the last described curve, said curve having a radius of 3050.86 feet, a central angle of 34° 00' 14" and a chord of 1784.17 feet which bears North 75° 48' 52" West to a point of reverse curvature; thence 6869.19 feet along the arc of a curve to the left, said curve having a radius of 8639.14 feet, a central angle of 59° 16' 52" and a chord of 6568.87 feet which bears North 88° 27' 11" West to a point of tangency; thence South 61° 54' 23" West, a distance of 177.80 feet; thence 6098.25 feet along the arc of a curve to the right being non-tangent with the last described line, said curve having a radius of 14,116.72 feet, a central angle of 24° 45' 04", a chord of 6050.94 feet which bears South 15° 16' 05" East to a point of tangency; thence South 02° 53' 33" East, a distance of 1532.89 feet to said south line of Section 2; thence South 89° 14' 48" West, a distance of 233.60 feet to the Point of Beginning.

PARCEL 4:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4, SECTION 32, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THE SOUTH 1/2 OF THE SOUTHWEST 1/4, THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 33, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THE SOUTH 1/2 OF THE NORTHWEST 1/4, THE SOUTH 1/2 OF THE NORTHEAST 1/4, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4, SECTION 34, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THAT PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4, LYING SOUTHWESTERLY OF INTERSTATE 95, SECTION 35, TOWNSHIP 17 SOUTH, RANGE 33 EAST; A PORTION OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 34 EAST, LYING SOUTHWESTERLY OF INTERSTATE 95; ALL OF SECTION 1 AND 2, TOWNSHIP 18 SOUTH, RANGE 33 EAST; AND SECTION 3, TOWNSHIP 18 SOUTH, RANGE 33 EAST, EXCEPTING THEREFROM FIVE (5) ACRES IN GOVERNMENT LOT 14, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE WEST ON THE SOUTH LINE OF SAID SECTION 660 FEET; THENCE NORTH 330 FEET; THENCE EAST 860 FEET TO THE EAST LINE OF SAID SECTION 3; THENCE SOUTH ON THE SECTION LINE 330 FEET TO THE PLACE OF BEGINNING; ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 3, THENCE NORTH 00° 23' 50" WEST, ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 9268.62 FEET TO THE SOUTH LINE OF SAID SECTION 32; THENCE SOUTH 88° 53' 05" WEST, ALONG SAID SOUTH LINE OF SECTION 32, A DISTANCE OF 1121.77 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 01° 45' 25" WEST, A DISTANCE OF 1317.75 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32; THENCE NORTH 88° 48' 27" EAST, A DISTANCE OF 5316.15 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE NORTH 88° 44' 47" EAST, A DISTANCE OF 3973.41 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33; THENCE NORTH 01° 45' 54" WEST, A DISTANCE OF 663.33 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33; THENCE NORTH 88° 44' 01" EAST, A DISTANCE OF 661.32 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33; THENCE NORTH 01° 50' 38" WEST, A DISTANCE OF 1990.46 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33; THENCE NORTH 88° 41' 43" EAST, A DISTANCE OF 658.58 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 34; THENCE NORTH 88° 35' 24" EAST, A DISTANCE OF 5293.36 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35; THENCE NORTH 88° 07' 06" EAST,

First American Title Insurance Company

Schedule A (Continued)

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ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, A DISTANCE OF 884.36 FEET TO THE WESTERLY RIGHT OF WAY OF INTERSTATE 95; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES: SOUTH 29° 53' 36" EAST, A DISTANCE OF 452.54 FEET; THENCE SOUTH 29° 52' 56" EAST, A DISTANCE OF 1053.25 FEET; THENCE SOUTH 29° 53' 27" EAST, A DISTANCE OF 1127.04 FEET; THENCE SOUTH 29° 53' 23" EAST, A DISTANCE OF 1141.37 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE SOUTH 02° 12' 17" EAST, ALONG SAID EAST LINE OF THE SOUTHWEST 1/4; A DISTANCE OF 700.28 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 35; THENCE NORTH 88° 44' 36" EAST, ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 370.86 FEET TO SAID WESTERLY RIGHT OF WAY OF INTERSTATE 95; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES: SOUTH 29° 52' 54" EAST, A DISTANCE OF 1270.86 FEET; THENCE SOUTH 29° 53' 55" EAST, A DISTANCE OF 1005.54 FEET; THENCE SOUTH 29° 52' 17" EAST, A DISTANCE OF 825.17 FEET; THENCE 939.01 FEET ALONG THE ARC OF A CURVE TO THE RIGHT BEING NON-TANGENT TO THE LAST DESCRIBED LINE, SAID CURVE HAVING A RADIUS OF 8419.42 FEET, A CENTRAL ANGLE OF 6° 23' 25" AND A CHORD OF 938.53 FEET WHICH BEARS SOUTH 26° 41' 16" EAST; THENCE SOUTH 00° 15' 12" WEST, LEAVING SAID RIGHT OF WAY OF INTERSTATE 95 AND ALONG A LINE NON-TANGENT TO SAID CURVE, A DISTANCE OF 5905.85 FEET TO THE SOUTH LINE OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 34 EAST; THENCE NORTH 89° 44' 48" WEST, ALONG SAID SOUTH LINE OF SECTION 6, A DISTANCE OF 3825.35 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE SOUTH 89° 19' 23" WEST, ALONG THE SOUTH LINE OF SAID SECTION 1, A DISTANCE OF 5288.04 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 2; THENCE SOUTH 89° 14' 48" WEST, ALONG THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 5299.92 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 00° 20' 15" WEST, ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 330.00 FEET; THENCE SOUTH 89° 01' 09" WEST, A DISTANCE OF 660.00 FEET; THENCE SOUTH 00° 20' 15" EAST, A DISTANCE OF 330.00 FEET TO THE SOUTH LINE OF SECTION 3; THENCE SOUTH 89° 01' 09" WEST, ALONG THE SOUTH LINE OF SECTION 3, A DISTANCE OF 4619.20 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A portion of the South 1/2 of the Southeast 1/4 of Section 32, Township 17 South, Range 33 East; the South 1/2 of the Southwest 1/4 of Section 33, Township 17 South, Range 33 East; the Southeast 1/4 and the South 1/2 of the Northeast 1/4 of Section 34, Township 17 South, Range 33 East; U.S. Lots 1, 2, 3, 4, 5, 6 and 7, Section 1, Township 18 South, Range 33 East; U.S. Lots 1, 2, 3, 4, 6, 9, 10, 11 and 12, Section 2, Township 18 South, Range 33 East; U.S. Lots 1 and 6, Section 3, Township 18 South, Range 33 East; AND U.S. Lots 8 and 9, the Southwest 1/4 and the Southeast 1/4 of Section 6, Township 18 South, Range 34 East, all being in Volusia County, Florida, being described as follows: Commence at the southwest corner of said Section 2; thence North 89° 14' 48" East, along the south line of said Section 2, a distance of 1492.34 feet for the Point of Beginning; thence North 02° 53' 33" West, a distance of 1524.17 feet to a point of curvature; thence 8560.85 feet along the arc of a curve to the left, said curve having a radius of 13,883.28 feet, a central angle of 35° 19' 46" and a chord of 8425.67 feet which bears North 20° 33' 27" West to a point of reverse curvature; thence 1391.17 feet along the arc of a curve to the right, said curve having a radius of 18,116.72 feet, a central angle of 4° 56' 44" and a chord of 1390.74 feet which bears North 35° 44' 57" West to the north line of said South 1/2 of the Southeast 1/4 of Section 32; thence North 88° 48' 27" East along said north line of the South 1/2 of the Southeast 1/4 of Section 32 and along a line non-tangent to the last described curve, a distance of 278.32 feet; thence 1224.25 feet along the arc of a curve to the left being non-tangent with the last described line, said curve having a radius of 15,883.28 feet, a central angle of 4° 24' 58" and a chord of 1223.95 feet which bears South 36° 00' 50" East to a point of reverse curvature; thence 2384.82 feet along the arc of a curve to the right, said curve having a radius of 14,116.72 feet, a central angle of 9° 40' 43" and a chord of 2381.79 feet which bears South 33° 22' 58" East; thence North 61° 54' 23" East, along a line non-tangent and non-radial to said curve, a distance of 177.80 feet to a point of curvature; thence 7098.59 feet along the arc of a curve to the right, said curve having a radius of 8880.86 feet, a central angle of 59° 16' 52" and a chord of 6786.17 feet which bears

First American Title Insurance Company

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South 88° 27' 11" East to a point of reverse curvature; thence 1627.27 feet along the arc of a curve to the left, said curve having a radius of 2829.14 feet, a central angle of 32° 57' 20" and a chord of 1604.93 feet which bears South 75° 17' 25" East; thence 480.12 feet along the arc of a curve to the right being non-tangent with the last described curve, said curve having a radius of 3666.72 feet, a central angle of 7° 30' 08" and a chord of 479.77 feet which bears North 10° 23' 50" West to a point of compound curvature; thence 2782.07 feet along the arc of a curve to the right, said curve having a radius of 28,116.72 feet, a central angle of 5° 40' 09" and a chord of 2780.94 feet which bears North 03° 48' 41" West to a point of reverse curvature; thence 3173.57 feet along the arc of a curve to the left, said curve having a radius of 10,383.28 feet, a central angle of 17° 30' 43" and a chord of 3161.24 feet which bears North 09° 43' 58" West to the north line of said South 1/2 of the Northeast 1/4 of Section 34; thence North 88° 35' 24" East along said north line of the South 1/2 of the Northeast 1/4 of Section 34 and along a line non-tangent to the last described curve, a distance of 243.96 feet; thence 3173.28 feet along the arc of a curve to the right being non-tangent with the last described line, said curve having a radius of 10,616.72 feet, a central angle of 17° 07' 31" and a chord of 3181.48 feet which bears South 09° 32' 22" East to a point of reverse curvature; thence 2758.98 feet along the arc of a curve to the left, said curve having a radius of 27,883.28 feet, a central angle of 5° 40' 09" and a chord of 2757.85 feet which bears South 03° 48' 41" East to a point of compound curvature; thence 2519.59 feet along the arc of a curve to the left, said curve having a radius of 3433.28 feet, a central angle of 42° 02' 52" and a chord of 2483.43 feet which bears South 27° 40' 11" East to a point of reverse curvature; thence 2417.59 feet along the arc of a curve to the right, said curve having a radius of 5116.72 feet, a central angle of 27° 04' 18" and a chord of 2395.16 feet which bears South 35° 09' 29" East to a point of reverse curvature; thence 2457.30 feet along the arc of a curve to the left, said curve having a radius of 5883.28 feet, a central angle of 23° 55' 52" and a chord of 2439.48 feet which bears South 33° 35' 16" East to a point of tangency; thence South 45° 33' 12" East, a distance of 530.97 feet to a point of curvature; thence 874.22 feet along the arc of a curve to the right, said curve having a radius of 1366.72 feet, a central angle of 36° 38' 57" and a chord of 859.39 feet which bears South 27° 13' 43" East; thence South 89° 44' 48" East, along a line non-tangent with the last described curve, a distance of 3223.82 feet to the westerly right of way of Interstate 95; thence South 77° 55' 29" West, along said westerly right of way, a distance of 168.81 feet; thence South 89° 41' 55" West, along said westerly right of way, a distance of 332.81 feet; thence South 00° 18' 05" East, along said westerly right of way, a distance of 110.74 feet to the south line of said Section 8; thence North 89° 44' 48" West, along said south line of Section 8, a distance of 2945.21 feet; thence 838.48 feet along the arc of a curve to the left being non-tangent with the last described line, said curve having a radius of 1133.28 feet, a central angle of 42° 23' 29" and a chord of 819.49 feet which bears North 24° 21' 27" West to a point of tangency; thence North 45° 33' 12" West, a distance of 530.97 feet; thence 2554.81 feet along the arc of a curve to the right, said curve having a radius of 6116.72 feet, a central angle of 23° 55' 52" and a chord of 2536.28 feet which bears North 33° 35' 16" West to a point of reverse curvature; thence 2307.29 feet along the arc of a curve to the left, said curve having a radius of 4883.28 feet, a central angle of 27° 04' 18" and a chord of 2285.89 feet which bears North 35° 09' 29" West to a point of reverse curvature; thence 1982.61 feet along the arc of a curve to the right, said curve having a radius of 3666.72 feet, a central angle of 30° 58' 48" and a chord of 1958.54 feet which bears North 33° 12' 13" West; thence 1810.62 feet along the arc of a curve to the right being non-tangent with the last described curve, said curve having a radius of 3050.86 feet, a central angle of 34° 00' 14" and a chord of 1784.17 feet which bears North 75° 48' 52" West to a point of reverse curvature; thence 6869.19 feet along the arc of a curve to the left, said curve having a radius of 6639.14 feet, a central angle of 59° 16' 52" and a chord of 6566.87 feet which bears North 88° 27' 11" West to a point of tangency; thence South 81° 54' 23" West, a distance of 177.80 feet; thence 6098.25 feet along the arc of a curve to the right being non-tangent with the last described line, said curve having a radius of 14,116.72 feet, a central angle of 24° 45' 04", a chord of 6050.94 feet which bears South 15° 16' 05" East to a point of tangency; thence South 02° 53' 33" East, a distance of 1532.89 feet to said south line of Section 2; thence South 89° 14' 48" West, a distance of 233.60 feet to the Point of Beginning.

THE ABOVE PARCEL DESCRIBED PARCELS ARE ALSO DESCRIBED AS:

First American Title Insurance Company

Schedule A (Continued)

Agents File No.: 05.2376 CRG

EXHIBIT "A" LEGAL DESCRIPTION

Parcel 1:

Sections 32, 33 and 34, Township 17 South, Range 33 East; that portion of the Northwest 1/4 and the Southwest 1/4 of Section 35, Township 17 South, Range 33 East, lying southwesterly of Interstate 95; that portion of Section 6, Township 18 South, Range 34 East, lying southwesterly of Interstate 95; all of Section 1 and 2, Township 18 South, Range 33 East; and Section 3, Township 18 South, Range 33 East, excepting therefrom five (5) acres in Government Lot 14, described as follows: Beginning at the Southeast corner of said Section 3; thence West on the South line of said Section 660 feet; thence North 330 feet; thence East 660 feet to the East line of said Section 3; thence South on the Section line 330 feet to the place of beginning; ALL being more particularly described as follows: For a Point of Beginning, commence at the southwest corner of said Section 3, thence North 00° 23' 50" West, along the west line of said Section 3, a distance of 9268.62 feet to the south line of said Section 32; thence South 88° 53' 05" West, along said south line of Section 32, a distance of 1121.77 feet to the southwest corner of said Section 32; thence North 01° 45' 25" West, a distance of 5271.00 feet to the northwest corner of said Section 32; thence North 88° 34' 39" E, a distance of 5348.31 feet to the northwest corner of said Section 33; thence North 88° 40' 10" E, a distance of 5253.97 feet to the northwest corner of said Section 34; thence North 88° 31' 15" E, a distance of 5290.83 feet to the northwest corner of said Section 35; thence North 88° 08' 32" E, along the northerly line of said Section 35, a distance of 178.37 feet to the westerly right of way of Interstate 95; thence southeasterly along said westerly right of way the following five (5) courses: South 29° 53' 30" East, a distance of 1050.48 feet; thence South 29° 53' 38" East, a distance of 912.62 feet; thence South 29° 52' 56" East, a distance of 1053.25 feet; thence South 29° 53' 27" East, a distance of 1127.04 feet; thence South 29° 53' 23" East, a distance of 1141.37 feet to the east line of the Southwest 1/4 of Section 35, Township 17 South, Range 33 East; thence South 02° 12' 17" East, along said east line of the Southwest 1/4; a distance of 700.28 feet to the southwest corner of the Southeast 1/4 of said Section 35; thence North 88° 44' 38" East, along the south line of said Southeast 1/4, a distance of 370.66 feet to said westerly right of way of Interstate 95; thence southeasterly along said westerly right of way the following four (4) courses: South 29° 52' 54" East, a distance of 1270.66 feet; thence South 29° 53' 55" East, a distance of 1005.54 feet; thence South 29° 52' 17" East, a distance of 825.17 feet; thence 939.01 feet along the arc of a curve to the right being non-tangent to the last described line, said curve having a radius of 8419.42 feet, a central angle of 6° 23' 25" and a chord of 938.53 feet which bears South 26° 41' 16" East; thence South 00° 15' 12" West, leaving said right of way of Interstate 95 and along a line non-tangent to said curve, a distance of 5755.65 feet; thence South 89° 44' 48" East, a distance of 2044.44 feet to the westerly right of way of Interstate 95; thence South 77° 55' 29" West, along said westerly right of way, a distance of 168.81 feet; thence South 89° 41' 55" West, along said westerly right of way, a distance of 332.81 feet; thence South 00° 18' 05" East, along said westerly right of way, a distance of 110.74 feet to the south line of said Section 6; thence North 89° 44' 48" West, along said south line of Section 6, a distance of 5373.15 feet to the southeast corner of said Section 1; thence South 89° 19' 23" West, along the south line of said Section 1, a distance of 5288.04 feet to the southeast corner of said Section 2; thence South 89° 14' 48" West, along the south line of said Section 2, a distance of 5299.92 feet to the southeast corner of said Section 3; thence North 00° 20' 15" West, along the east line of said Section 3, a distance of 330.00 feet; thence South 89° 01' 09" West, a distance of 680.00 feet; thence South 00° 20' 15" East, a distance of 330.00 feet to the south line of Section 3; thence South 89° 01' 09" West, along the south line of Section 3, a distance of 4619.20 feet to the Point of Beginning.

TOGETHER WITH

Parcel 2:

Easement Interest for Ingress and Egress as set forth in Official Records Book 4978, Page 3355; Official Records Book 4978, Page 3362 and Official Records Book 5011, Page 4483, Public Records of Volusia County, Florida.

FATIC-702
ALTA FORM 6

VARIABLE RATE MORTGAGE **FA-24-08597** ENDORSEMENT

ISSUED BY

First American Title Insurance Company

Agent's

File No.: 05.2376

Attached to and forming a part of

Policy No. FA-36-1253249

The Company insures the owner of the indebtedness insured by the insured mortgage against loss or damage sustained by reason of:

1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for changes in the rate of interest.
2. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the insured mortgage, which loss of priority is caused by the changes in the rate of interest.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

This endorsement does not insure against loss or damage based upon (a) usury, or (b) any consumer credit protection or truth in lending law.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to Section 3(d) of the Exclusions From Coverage. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

This Endorsement shall not be valid or binding unless countersigned by either a duly authorized agent or representative of the Company.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed in facsimile under authority of its By-Laws.

Dated this 28th day of April, 2006

First American Title Insurance Company

Gardner, Wadsworth, Dugear, Bist & Wiener, P.A.
(Insert above line name of Agent)

By: [Signature]
Authorized Signatory

(Charles R. Gardner)



By: Parker S. Kennedy President

Attest: William C. Ziegler Jr Secretary

FNMA-730
FA 361
ALTA LENDER

FNMA BALLOON MORTGAGE ENDORSEMENT

No. _____

ISSUED BY

First American Title Insurance Company

Issuing Office File No: 05.2376

Attached to Policy No. FA- 36-1253249

The Company insures the insured mortgagee against loss or damage by reason of:

- (1) The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for a Conditional Right to Refinance and a change in the rate of interest as set forth in the Mortgage Rider.
- (2) Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan, together with interest thereon, which loss of priority is caused by the exercise of the Conditional Right to Refinance and the extension of the loan term to the New Maturity Date set forth on the Rider and a change in the rate of interest; provided that all the conditions set forth in paragraphs 2 and 5 of the Balloon Mortgage Rider have been met, and there are no other liens, defects, encumbrances, or other adverse matters affecting title recorded subsequent to Date of Policy.

This endorsement does not insure against loss or damage based upon (a) usury or (b) any consumer credit protection or truth in lending law or (c) bankruptcy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsement thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

This endorsement shall not be valid or binding unless signed by either a duly authorized officer or agent of the Company.

Issue Date: April 28, 2006

Gardner, Wadsworth, Duggar, Bist &
Wiener, P.A.
(Insert above last name of Agent)

By: _____
Authorized Signatory
(Charles R. Gardner)



First American Title Insurance Company

BY: Parker S. Kennedy PRESIDENT

ATTEST: Mark L. Amerson SECRETARY

FATIC-733

FLORIDA FORM 9 ENDORSEMENT

ISSUED BY

First American Title Insurance Company

Issuing Office File No.: 05.2376

Attached to Policy No.: FA-36-1253249

The Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

1. The existence at Date of Policy of any of the following:

(a) Covenants, conditions or restrictions under which the lien of the mortgage referred to in Schedule A can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired.

(b) Unless expressly excepted in Schedule B:

(1) Present violations on the land of any enforceable covenants, conditions or restrictions and any existing improvements on the land which violate any building setback lines shown on a plat of subdivision recorded or filed in the public records.

(2) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land; (ii) provides a lien for liquidated damages; (iii) provides for a private charge or assessment; (iv) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant.

(3) Any encroachment of existing improvements located on the land onto adjoining land, or any encroachment onto the land of existing improvements located on adjoining land.

(4) Any encroachment of existing improvements located on the land onto that portion of the land subject to any easement excepted in Schedule B.

(5) Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.

2. Any future violation on the land of any existing covenants, conditions or restrictions occurring prior to the acquisition of title to the estate or interest in the land by the insured, provided the violation results in:

(a) Invalidity, loss of priority, or unenforceability of the lien of the insured mortgage; or,

(b) Loss of title to the estate or interest in the land if the insured shall acquire title in satisfaction of the indebtedness secured by the insured mortgage.

3. Damage to existing improvements (excluding lawns, shrubbery or trees):

(a) Which are located on or encroach upon that portion of the land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved.

(b) Resulting from the future exercise of any right to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.

4. Any final court order or judgment requiring the removal from any land adjoining the land of any encroachment excepted in Schedule B.

5. Any final court order or judgment denying the right to maintain any existing improvements on the land because of any violation of covenants, conditions or restrictions or building setback lines shown on a plat of subdivision recorded or filed in the public records.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraphs 1. (b) (1) and 5., the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

This endorsement shall not be valid or binding unless signed by either a duly authorized officer or agent of the Company.

Gardner, Wadsworth, Duggar,

Bist & Wiener, P.

(Insert above line name of Agent)

By:

Authorized Signatory

(Charles R. Gardner)



First American Title Insurance Company

BY:

Gary L. Keruett

PRESIDENT

ATTEST:

Mark L. Amerson

SECRETARY



FATIC-770

**FLORIDA SURVEY
ENDORSEMENT
ISSUED BY**

First American Title Insurance Company

Issuing Office File No: 05.2376

Attached to Policy No.: FA- 36-1253249

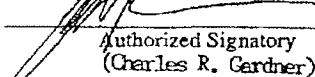
The Company hereby acknowledges the lands described in Schedule A are the same lands described in the survey prepared by Daniel W. Cory Surveyor, Inc. dated April 12, 2005; however, the Company does not insure the accuracy or completeness of said survey.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

This endorsement shall not be valid or binding unless signed by either a duly authorized officer or agent of the Company.

First American Title Insurance Company

Gardner, Wadsworth, Duggar,
Hist & Wiener, P.A.
(Insert above the name of Agent)

By: 
Authorized Signatory
(Charles R. Gardner)



BY:  PRESIDENT

ATTEST:  SECRETARY

FATIC-719
ALTA 8.1

ENVIRONMENTAL PROTECTION LIEN ENDORSEMENT

ISSUED BY

First American Title Insurance Company

Issuing Office File No.: 05,2376

Attached to Policy No.: FA- 36-1253249

The insurance afforded by this endorsement is only effective if the land is used or is to be used primarily for residential purposes.

The Company insures the insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

- (a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the Clerk of the United States District Court for the District in which the land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes:

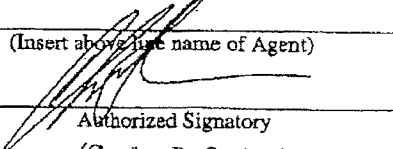
NONE

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

This endorsement shall not be valid or binding unless signed by either a duly authorized officer or agent of the Company.

Gardner, Wadsworth, Duggar, Bist & Wiener, P.A.


(Insert above the name of Agent)

By: 
Authorized Signatory
(Charles R. Gardner)



First American Title Insurance Company

BY:  PRESIDENT

ATTEST:  SECRETARY



FATIC-769

FLORIDA CONTIGUITY ENDORSEMENT

ISSUED BY

First American Title Insurance Company

Issuing Office File No: 05.2376

Attached to Policy No.: FA- 36-1253249

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land described in Exhibit "A" to be contiguous to the land described on Exhibit "B". Exhibit "C" indicates that the southern boundary of the property described on Exhibit "A" is contiguous along the northerly boundary of the property described on Exhibit "B".

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land described on Exhibit "B" to be contiguous to the land described on Exhibit "D". Exhibit "E" indicates that the easterly boundary of the property described on Exhibit "B" is contiguous along the westerly boundary of the property described on Exhibit "D".

The most easterly approximate 160 feet of the Property is contiguous to State Road 442 at State Road 442's westerly boundary line.

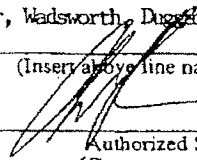
This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

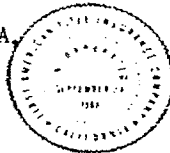
This endorsement shall not be valid or binding unless signed by either a duly authorized officer or agent of the Company.

First American Title Insurance Company

Gardner, Wadsworth, Dugger, Bist & Wiener, P.A.

(Insert above line name of Agent)

By: 
Authorized Signatory
(Charles R. Gardner)



BY:  PRESIDENT

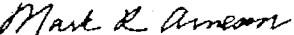
ATTEST:  SECRETARY

EXHIBIT A

**1,094.6 ACRE NEW SMYRNA BEACH PARCEL
Work Order #05-07-012N - April 12, 2005**

DESCRIPTION:

PARCEL 1:

THE NORTH 1/2 OF THE SOUTHWEST 1/4, THE NORTH 1/2 OF THE SOUTHEAST 1/4, THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THE NORTHWEST 1/4, THE NORTH 1/2 OF THE SOUTHWEST 1/4, THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THE NORTH 1/2 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 17 SOUTH, RANGE 33 EAST; AND THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 33 EAST LYING SOUTHWESTERLY OF INTERSTATE 95, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 01° 45' 25" WEST, A DISTANCE OF 1317.75 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32 FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01° 45' 25" WEST, A DISTANCE OF 3953.25 FEET TO THE NORTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 88° 34' 39" E, A DISTANCE OF 5348.31 FEET TO THE NORTHWEST CORNER OF SAID SECTION 33; THENCE NORTH 88° 40' 10" E, A DISTANCE OF 5253.97 FEET TO THE NORTHWEST CORNER OF SAID SECTION 34; THENCE NORTH 88° 31' 15" E, A DISTANCE OF 5290.83 FEET TO THE NORTHWEST CORNER OF SAID SECTION 35; THENCE NORTH 88° 08' 32" E, ALONG THE NORTHERLY LINE OF SAID SECTION 35, A DISTANCE OF 178.37 FEET TO THE WESTERLY RIGHT OF WAY OF INTERSTATE 95; THENCE SOUTH 29° 53' 30" EAST, ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 1050.48 FEET; THENCE SOUTH 29° 53' 36" EAST, ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 460.08 FEET TO THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35; THENCE SOUTH 88° 07' 08" WEST, ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, A DISTANCE OF 884.36 FEET TO THE SOUTHEAST CORNER OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34; THENCE SOUTH 88° 35' 24" WEST, A DISTANCE OF 5293.36 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33; THENCE SOUTH 88° 41' 43" WEST, A DISTANCE OF 658.58 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33; THENCE SOUTH 01° 50' 38" EAST, A DISTANCE OF 1990.46 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33; THENCE SOUTH 88° 44' 01" WEST, A DISTANCE OF 661.32 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33; THENCE SOUTH 01° 45' 54" EAST, A DISTANCE OF 663.33 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33; THENCE SOUTH 88° 44' 47" WEST, A DISTANCE OF 3973.41 FEET TO THE SOUTHEAST CORNER OF SAID NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32; THENCE SOUTH 88° 48' 27" WEST, A DISTANCE OF 5318.15 FEET TO THE POINT OF BEGINNING.

OF 3161.48 FEET WHICH BEARS SOUTH 09° 32' 22" EAST TO A POINT OF REVERSE CURVATURE; THENCE 2758.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 27,883.28 FEET, A CENTRAL ANGLE OF 5° 40' 09" AND A CHORD OF 2757.85 FEET WHICH BEARS SOUTH 03° 48' 41" EAST TO A POINT OF COMPOUND CURVATURE; THENCE 2519.59 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 3433.28 FEET, A CENTRAL ANGLE OF 42° 02' 52" AND A CHORD OF 2463.43 FEET WHICH BEARS SOUTH 27° 40' 11" EAST TO A POINT OF REVERSE CURVATURE; THENCE 2417.59 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 5116.72 FEET, A CENTRAL ANGLE OF 27° 04' 18" AND A CHORD OF 2395.18 FEET WHICH BEARS SOUTH 35° 09' 29" EAST TO A POINT OF REVERSE CURVATURE; THENCE 2457.30 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 5883.28 FEET, A CENTRAL ANGLE OF 23° 55' 52" AND A CHORD OF 2439.48 FEET WHICH BEARS SOUTH 33° 35' 16" EAST TO A POINT OF TANGENCY; THENCE SOUTH 45° 33' 12" EAST, A DISTANCE OF 530.97 FEET TO A POINT OF CURVATURE; THENCE 874.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1386.72 FEET, A CENTRAL ANGLE OF 36° 38' 57" AND A CHORD OF 859.39 FEET WHICH BEARS SOUTH 27° 13' 43" EAST; THENCE SOUTH 89° 44' 48" EAST, ALONG A LINE NON-TANGENT WITH THE LAST DESCRIBED CURVE, A DISTANCE OF 3223.82 FEET TO THE WESTERLY RIGHT OF WAY OF INTERSTATE 95; THENCE SOUTH 77° 55' 29" WEST, ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 168.81 FEET; THENCE SOUTH 89° 41' 55" WEST, ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 332.81 FEET; THENCE SOUTH 00° 18' 05" EAST, ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 110.74 FEET TO THE SOUTH LINE OF SAID SECTION 6; THENCE NORTH 89° 44' 48" WEST, ALONG SAID SOUTH LINE OF SECTION 6, A DISTANCE OF 2945.21 FEET; THENCE 838.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT BEING NON-TANGENT WITH THE LAST DESCRIBED LINE, SAID CURVE HAVING A RADIUS OF 1133.28 FEET, A CENTRAL ANGLE OF 42° 23' 29" AND A CHORD OF 819.49 FEET WHICH BEARS NORTH 24° 21' 27" WEST TO A POINT OF TANGENCY; THENCE NORTH 45° 33' 12" WEST, A DISTANCE OF 530.97 FEET; THENCE 2554.81 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 6116.72 FEET, A CENTRAL ANGLE OF 23° 55' 52" AND A CHORD OF 2536.28 FEET WHICH BEARS NORTH 33° 35' 16" WEST TO A POINT OF REVERSE CURVATURE; THENCE 2307.29 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 4883.28 FEET, A CENTRAL ANGLE OF 27° 04' 18" AND A CHORD OF 2285.89 FEET WHICH BEARS NORTH 35° 09' 29" WEST TO A POINT OF REVERSE CURVATURE; THENCE 1982.61 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3686.72 FEET, A CENTRAL ANGLE OF 30° 58' 48" AND A CHORD OF 1958.54 FEET WHICH BEARS NORTH 33° 12' 13" WEST; THENCE 1810.62 FEET ALONG THE ARC OF A CURVE TO THE RIGHT BEING NON-TANGENT WITH THE LAST DESCRIBED CURVE, SAID CURVE HAVING A RADIUS OF 3050.88 FEET, A CENTRAL ANGLE OF 34° 00' 14" AND A CHORD OF 1784.17 FEET WHICH BEARS NORTH 75° 48' 52" WEST TO A POINT OF REVERSE CURVATURE; THENCE 6889.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 6639.14 FEET, A CENTRAL ANGLE OF 59° 16' 52" AND A CHORD OF 6566.87 FEET WHICH BEARS NORTH 88° 27' 11" WEST TO A POINT OF TANGENCY; THENCE SOUTH 61° 54' 23" WEST, A DISTANCE OF 177.80 FEET; THENCE 6098.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT BEING NON-TANGENT WITH THE LAST DESCRIBED LINE, SAID CURVE HAVING A RADIUS OF 14,116.72 FEET, A CENTRAL ANGLE OF 24° 45' 04", A CHORD OF 6050.94 FEET WHICH BEARS SOUTH 15° 18' 05" EAST TO A POINT OF TANGENCY; THENCE SOUTH 02° 53' 33" EAST, A DISTANCE OF 1532.89 FEET TO SAID SOUTH LINE OF SECTION 2; THENCE SOUTH 89° 14' 48" WEST, A DISTANCE OF 233.60 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

EASEMENT INTEREST AS SET FORTH IN THE OFFICIAL RECORDS BOOK 4978, PAGE 3355; OFFICIAL RECORDS BOOK 4978, PAGE 3362 AND OFFICIAL RECORDS BOOK 5011, PAGE 4493, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3 (EASEMENT):

A PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THE SOUTHEAST 1/4 AND THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 17 SOUTH, RANGE 33 EAST; U.S. LOTS 1, 2, 3, 4, 5, 6 AND 7, SECTION 1, TOWNSHIP 18 SOUTH, RANGE 33 EAST; U.S. LOTS 1, 2, 3, 4, 6, 9, 10, 11 AND 12, SECTION 2, TOWNSHIP 18 SOUTH, RANGE 33 EAST; U.S. LOTS 1 AND 6, SECTION 3, TOWNSHIP 18 SOUTH, RANGE 33 EAST; AND U.S. LOTS 8 AND 9, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 34 EAST, ALL BEING IN VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE NORTH 89° 14' 48" EAST, ALONG THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 1492.34 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 02° 53' 33" WEST, A DISTANCE OF 1524.17 FEET TO A POINT OF CURVATURE; THENCE 8560.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 13,883.28 FEET, A CENTRAL ANGLE OF 35° 19' 48" AND A CHORD OF 8425.67 FEET WHICH BEARS NORTH 20° 33' 27" WEST TO A POINT OF REVERSE CURVATURE; THENCE 1391.17 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 16,116.72 FEET, A CENTRAL ANGLE OF 4° 58' 44" AND A CHORD OF 1390.74 FEET WHICH BEARS NORTH 35° 44' 57" WEST TO THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32; THENCE NORTH 88° 48' 27" EAST ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32 AND ALONG A LINE NON-TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 278.32 FEET; THENCE 1224.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT BEING NON-TANGENT WITH THE LAST DESCRIBED LINE, SAID CURVE HAVING A RADIUS OF 15,883.28 FEET, A CENTRAL ANGLE OF 4° 24' 58" AND A CHORD OF 1223.95 FEET WHICH BEARS SOUTH 36° 00' 50" EAST TO A POINT OF REVERSE CURVATURE; THENCE 2384.62 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 14,116.72 FEET, A CENTRAL ANGLE OF 9° 40' 43" AND A CHORD OF 2381.79 FEET WHICH BEARS SOUTH 33° 22' 58" EAST; THENCE NORTH 61° 54' 23" EAST, ALONG A LINE NON-TANGENT AND NON-RADIAL TO SAID CURVE, A DISTANCE OF 177.80 FEET TO A POINT OF CURVATURE; THENCE 7098.59 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 6860.86 FEET, A CENTRAL ANGLE OF 59° 16' 52" AND A CHORD OF 6786.17 FEET WHICH BEARS SOUTH 88° 27' 11" EAST TO A POINT OF REVERSE CURVATURE; THENCE 1627.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2829.14 FEET, A CENTRAL ANGLE OF 32° 57' 20" AND A CHORD OF 1604.93 FEET WHICH BEARS SOUTH 75° 17' 25" EAST; THENCE 480.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT BEING NON-TANGENT WITH THE LAST DESCRIBED CURVE, SAID CURVE HAVING A RADIUS OF 3666.72 FEET, A CENTRAL ANGLE OF 7° 30' 08" AND A CHORD OF 479.77 FEET WHICH BEARS NORTH 10° 23' 50" WEST TO A POINT OF COMPOUND CURVATURE; THENCE 2782.07 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 28,116.72 FEET, A CENTRAL ANGLE OF 5° 40' 09" AND A CHORD OF 2780.94 FEET WHICH BEARS NORTH 03° 48' 41" WEST TO A POINT OF REVERSE CURVATURE; THENCE 3173.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 10,383.28 FEET, A CENTRAL ANGLE OF 17° 30' 43" AND A CHORD OF 3161.24 FEET WHICH BEARS NORTH 09° 43' 58" WEST TO THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34; THENCE NORTH 88° 35' 24" EAST ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34 AND ALONG A LINE NON-TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 243.96 FEET; THENCE 3173.28 FEET ALONG THE ARC OF A CURVE TO THE RIGHT BEING NON-TANGENT WITH THE LAST DESCRIBED LINE, SAID CURVE HAVING A RADIUS OF 10,616.72 FEET, A CENTRAL ANGLE OF 17° 07' 31" AND A CHORD

EXHIBIT B

**5,181.4 ACRE EDGEWATER PARCEL
Work Order #05-07-012E – April 12, 2005**

DESCRIPTION:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4, SECTION 32, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THE SOUTH 1/2 OF THE SOUTHWEST 1/4, THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 33, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THE SOUTH 1/2 OF THE NORTHWEST 1/4, THE SOUTH 1/2 OF THE NORTHEAST 1/4, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4, SECTION 34, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THAT PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4, LYING SOUTHWESTERLY OF INTERSTATE 95, SECTION 35, TOWNSHIP 17 SOUTH, RANGE 33 EAST; A PORTION OF SECTION 8, TOWNSHIP 18 SOUTH, RANGE 34 EAST, LYING SOUTHWESTERLY OF INTERSTATE 95; ALL OF SECTION 1 AND 2, TOWNSHIP 18 SOUTH, RANGE 33 EAST; AND SECTION 3, TOWNSHIP 18 SOUTH, RANGE 33 EAST, EXCEPTING THEREFROM FIVE (5) ACRES IN GOVERNMENT LOT 14, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE WEST ON THE SOUTH LINE OF SAID SECTION 660 FEET; THENCE NORTH 330 FEET; THENCE EAST 660 FEET TO THE EAST LINE OF SAID SECTION 3; THENCE SOUTH ON THE SECTION LINE 330 FEET TO THE PLACE OF BEGINNING; ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 3, THENCE NORTH 00° 23' 50" WEST, ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 9288.62 FEET TO THE SOUTH LINE OF SAID SECTION 32; THENCE SOUTH 88° 53' 05" WEST, ALONG SAID SOUTH LINE OF SECTION 32, A DISTANCE OF 1121.77 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 01° 45' 25" WEST, A DISTANCE OF 1317.75 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32; THENCE NORTH 88° 48' 27" EAST, A DISTANCE OF 5316.15 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE NORTH 88° 44' 47" EAST, A DISTANCE OF 3973.41 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33; THENCE NORTH 01° 45' 54" WEST, A DISTANCE OF 663.33 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33; THENCE NORTH 88° 44' 01" EAST, A DISTANCE OF 661.32 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33; THENCE NORTH 01° 50' 38" WEST, A DISTANCE OF 1990.46 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33; THENCE NORTH 88° 41' 43" EAST, A DISTANCE OF 658.58 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 34; THENCE NORTH 88° 35' 24" EAST, A DISTANCE OF 5293.36 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35; THENCE NORTH 88° 07' 06" EAST, ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, A DISTANCE OF 884.38 FEET TO THE WESTERLY RIGHT OF WAY OF INTERSTATE 95; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES: SOUTH 29° 53' 36" EAST, A DISTANCE OF 452.54 FEET; THENCE SOUTH 29° 52' 56" EAST, A DISTANCE OF 1053.25 FEET; THENCE SOUTH 29° 53' 27" EAST, A DISTANCE OF 1127.04 FEET; THENCE SOUTH 29° 53' 23" EAST, A DISTANCE OF 1141.37 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE SOUTH

02° 12' 17" EAST, ALONG SAID EAST LINE OF THE SOUTHWEST 1/4; A DISTANCE OF 700.28 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 35; THENCE NORTH 88° 44' 36" EAST, ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 370.66 FEET TO SAID WESTERLY RIGHT OF WAY OF INTERSTATE 95; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES: SOUTH 29° 52' 54" EAST, A DISTANCE OF 1270.68 FEET; THENCE SOUTH 29° 53' 55" EAST, A DISTANCE OF 1005.54 FEET; THENCE SOUTH 29° 52' 17" EAST, A DISTANCE OF 825.17 FEET; THENCE 939.01 FEET ALONG THE ARC OF A CURVE TO THE RIGHT BEING NON-TANGENT TO THE LAST DESCRIBED LINE, SAID CURVE HAVING A RADIUS OF 8419.42 FEET, A CENTRAL ANGLE OF 8° 23' 25" AND A CHORD OF 938.53 FEET WHICH BEARS SOUTH 26° 41' 16" EAST; THENCE SOUTH 00° 15' 12" WEST, LEAVING SAID RIGHT OF WAY OF INTERSTATE 95 AND ALONG A LINE NON-TANGENT TO SAID CURVE, A DISTANCE OF 5905.65 FEET TO THE SOUTH LINE OF SECTION 8, TOWNSHIP 18 SOUTH, RANGE 34 EAST; THENCE NORTH 89° 44' 48" WEST, ALONG SAID SOUTH LINE OF SECTION 6, A DISTANCE OF 3825.35 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE SOUTH 89° 19' 23" WEST, ALONG THE SOUTH LINE OF SAID SECTION 1, A DISTANCE OF 5288.04 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 2; THENCE SOUTH 89° 14' 48" WEST, ALONG THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 5298.92 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 00° 20' 15" WEST, ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 330.00 FEET; THENCE SOUTH 89° 01' 09" WEST, A DISTANCE OF 660.00 FEET; THENCE SOUTH 00° 20' 15" EAST, A DISTANCE OF 330.00 FEET TO THE SOUTH LINE OF SECTION 3; THENCE SOUTH 89° 01' 09" WEST, ALONG THE SOUTH LINE OF SECTION 3, A DISTANCE OF 4619.20 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT ON:

A PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THE SOUTHEAST 1/4 AND THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 17 SOUTH, RANGE 33 EAST; U.S. LOTS 1, 2, 3, 4, 5, 6 AND 7, SECTION 1, TOWNSHIP 18 SOUTH, RANGE 33 EAST; U.S. LOTS 1, 2, 3, 4, 6, 9, 10, 11 AND 12, SECTION 2, TOWNSHIP 18 SOUTH, RANGE 33 EAST; U.S. LOTS 1 AND 6, SECTION 3, TOWNSHIP 18 SOUTH, RANGE 33 EAST; AND U.S. LOTS 8 AND 9, THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 34 EAST, ALL BEING IN VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE NORTH 89° 14' 48" EAST, ALONG THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 1492.34 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 02° 53' 33" WEST, A DISTANCE OF 1524.17 FEET TO A POINT OF CURVATURE; THENCE 8560.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 13,883.28 FEET, A CENTRAL ANGLE OF 35° 19' 46" AND A CHORD OF 8426.67 FEET WHICH BEARS NORTH 20° 33' 27" WEST TO A POINT OF REVERSE CURVATURE; THENCE 1391.17 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 16,116.72 FEET, A CENTRAL ANGLE OF 4° 56' 44" AND A CHORD OF 1390.74 FEET WHICH BEARS NORTH 35° 44' 57" WEST TO THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32; THENCE NORTH 88° 48' 27" EAST ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32 AND ALONG A LINE NON-TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 276.32 FEET; THENCE 1224.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT BEING NON-TANGENT WITH THE LAST DESCRIBED LINE, SAID CURVE HAVING A RADIUS OF 15,883.28 FEET, A CENTRAL ANGLE OF 4° 24' 58" AND A CHORD OF 1223.95 FEET WHICH BEARS SOUTH 36° 00' 50" EAST TO A POINT OF REVERSE CURVATURE; THENCE 2384.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 14,116.72 FEET, A CENTRAL ANGLE OF 9° 40' 43" AND A CHORD OF 2381.79 FEET WHICH BEARS SOUTH 33° 22' 58" EAST; THENCE NORTH 61° 54' 23" EAST, ALONG A LINE NON-TANGENT AND NON-RADIAL TO SAID CURVE, A DISTANCE OF 177.80 FEET TO A POINT OF CURVATURE; THENCE 7098.59 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 6860.86 FEET, A CENTRAL ANGLE OF 59° 16' 52" AND A CHORD OF 6786.17 FEET WHICH BEARS SOUTH 88° 27' 11" EAST TO A POINT OF

REVERSE CURVATURE; THENCE 1827.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2829.14 FEET, A CENTRAL ANGLE OF 32° 57' 20" AND A CHORD OF 1604.93 FEET WHICH BEARS SOUTH 75° 17' 25" EAST; THENCE 480.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT BEING NON-TANGENT WITH THE LAST DESCRIBED CURVE, SAID CURVE HAVING A RADIUS OF 3668.72 FEET, A CENTRAL ANGLE OF 7° 30' 08" AND A CHORD OF 479.77 FEET WHICH BEARS NORTH 10° 23' 50" WEST TO A POINT OF COMPOUND CURVATURE; THENCE 2782.07 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 28,116.72 FEET, A CENTRAL ANGLE OF 5° 40' 09" AND A CHORD OF 2780.94 FEET WHICH BEARS NORTH 03° 48' 41" WEST TO A POINT OF REVERSE CURVATURE; THENCE 3173.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 10,383.28 FEET, A CENTRAL ANGLE OF 17° 30' 43" AND A CHORD OF 3161.24 FEET WHICH BEARS NORTH 09° 43' 58" WEST TO THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34; THENCE NORTH 88° 35' 24" EAST ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34 AND ALONG A LINE NON-TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 243.96 FEET; THENCE 3173.28 FEET ALONG THE ARC OF A CURVE TO THE RIGHT BEING NON-TANGENT WITH THE LAST DESCRIBED LINE, SAID CURVE HAVING A RADIUS OF 10,618.72 FEET, A CENTRAL ANGLE OF 17° 07' 31" AND A CHORD OF 3161.48 FEET WHICH BEARS SOUTH 09° 32' 22" EAST TO A POINT OF REVERSE CURVATURE; THENCE 2758.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 27,883.28 FEET, A CENTRAL ANGLE OF 5° 40' 09" AND A CHORD OF 2757.85 FEET WHICH BEARS SOUTH 03° 48' 41" EAST TO A POINT OF COMPOUND CURVATURE; THENCE 2519.59 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 3433.28 FEET, A CENTRAL ANGLE OF 42° 02' 52" AND A CHORD OF 2463.43 FEET WHICH BEARS SOUTH 27° 40' 11" EAST TO A POINT OF REVERSE CURVATURE; THENCE 2417.59 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 5116.72 FEET, A CENTRAL ANGLE OF 27° 04' 18" AND A CHORD OF 2395.16 FEET WHICH BEARS SOUTH 35° 09' 29" EAST TO A POINT OF REVERSE CURVATURE; THENCE 2457.30 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 5883.28 FEET, A CENTRAL ANGLE OF 23° 55' 52" AND A CHORD OF 2439.48 FEET WHICH BEARS SOUTH 33° 35' 16" EAST TO A POINT OF TANGENCY; THENCE SOUTH 45° 33' 12" EAST, A DISTANCE OF 530.97 FEET TO A POINT OF CURVATURE; THENCE 874.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1366.72 FEET, A CENTRAL ANGLE OF 36° 38' 57" AND A CHORD OF 859.39 FEET WHICH BEARS SOUTH 27° 13' 43" EAST; THENCE SOUTH 89° 44' 48" EAST, ALONG A LINE NON-TANGENT WITH THE LAST DESCRIBED CURVE, A DISTANCE OF 3223.82 FEET TO THE WESTERLY RIGHT OF WAY OF INTERSTATE 95; THENCE SOUTH 77° 55' 29" WEST, ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 168.81 FEET; THENCE SOUTH 89° 41' 55" WEST, ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 332.81 FEET; THENCE SOUTH 00° 18' 05" EAST, ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 110.74 FEET TO THE SOUTH LINE OF SAID SECTION 6; THENCE NORTH 89° 44' 48" WEST, ALONG SAID SOUTH LINE OF SECTION 6, A DISTANCE OF 2945.21 FEET; THENCE 838.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT BEING NON-TANGENT WITH THE LAST DESCRIBED LINE, SAID CURVE HAVING A RADIUS OF 1133.28 FEET, A CENTRAL ANGLE OF 42° 23' 29" AND A CHORD OF 819.49 FEET WHICH BEARS NORTH 24° 21' 27" WEST TO A POINT OF TANGENCY; THENCE NORTH 45° 33' 12" WEST, A DISTANCE OF 530.97 FEET; THENCE 2554.81 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 8116.72 FEET, A CENTRAL ANGLE OF 23° 55' 52" AND A CHORD OF 2538.28 FEET WHICH BEARS NORTH 33° 35' 16" WEST TO A POINT OF REVERSE CURVATURE; THENCE 2307.29 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 4883.28 FEET, A CENTRAL ANGLE OF 27° 04' 18" AND A CHORD OF 2285.89 FEET WHICH BEARS NORTH 35° 09' 29" WEST TO A POINT OF REVERSE CURVATURE; THENCE 1982.81 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3668.72 FEET, A CENTRAL ANGLE OF 30° 58' 48" AND A CHORD OF 1958.54 FEET WHICH BEARS NORTH 33° 12' 13" WEST; THENCE 1810.62 FEET ALONG THE ARC OF A CURVE TO THE RIGHT BEING NON-TANGENT WITH THE LAST DESCRIBED CURVE, SAID CURVE HAVING A RADIUS OF 3050.86 FEET, A CENTRAL ANGLE OF 34° 00' 14" AND A CHORD OF 1784.17 FEET WHICH BEARS NORTH 75° 48' 52" WEST TO A POINT OF REVERSE CURVATURE; THENCE 6869.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF

6639.14 FEET, A CENTRAL ANGLE OF 59° 16' 52" AND A CHORD OF 6566.87 FEET WHICH BEARS NORTH 88° 27' 11" WEST TO A POINT OF TANGENCY; THENCE SOUTH 61° 54' 23" WEST, A DISTANCE OF 177.80 FEET; THENCE 6098.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT BEING NON-TANGENT WITH THE LAST DESCRIBED LINE, SAID CURVE HAVING A RADIUS OF 14,116.72 FEET, A CENTRAL ANGLE OF 24° 45' 04", A CHORD OF 6050.94 FEET WHICH BEARS SOUTH 15° 16' 05" EAST TO A POINT OF TANGENCY; THENCE SOUTH 02° 53' 33" EAST, A DISTANCE OF 1532.89 FEET TO SAID SOUTH LINE OF SECTION 2; THENCE SOUTH 89° 14' 48" WEST, A DISTANCE OF 233.60 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

COMMON BOUNDARY DESCRIPTION OF EXHIBITS "A" AND "B"

THE SOUTHERN BOUNDARY OF THE PROPERTY DESCRIBED IN EXHIBIT "A" IS CONTIGUOUS ALONG THE NORTHERN BOUNDARY OF THE PROPERTY DESCRIBED IN EXHIBIT "B" AS SAME COMMON BOUNDARY IS DESCRIBED AS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 18 SOUTH, RANGE 33 EAST; THENCE NORTH 00° 23' 50" WEST, ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 9268.62 FEET TO THE SOUTH LINE OF SECTION 32, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE SOUTH 88° 53' 05" WEST, ALONG SAID SOUTH LINE OF SECTION 32, A DISTANCE OF 1121.77 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 01° 45' 25" WEST, A DISTANCE OF 1317.75 FEET TO THE NORTHWEST CORNER OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 32 FOR THE POINT OF BEGINNING OF THE COMMON BOUNDARY LINE; THENCE NORTH 88° 48' 27" EAST, A DISTANCE OF 5316.15 FEET TO THE NORTHWEST CORNER OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE NORTH 88° 44' 47" EAST, A DISTANCE OF 3973.41 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 33; THENCE NORTH 01° 45' 54" WEST, A DISTANCE OF 663.33 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 33; THENCE NORTH 88° 44' 01" EAST, A DISTANCE OF 661.32 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 33; THENCE NORTH 01° 50' 38" WEST, A DISTANCE OF 1990.46 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 33; THENCE NORTH 88° 41' 43" EAST, A DISTANCE OF 658.58 FEET TO THE NORTHWEST CORNER OF THE SOUTH ¼ OF THE NORTHWEST ¼ OF SECTION 34, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE NORTH 88° 35' 24" EAST, A DISTANCE OF 5293.36 FEET TO THE NORTHWEST CORNER OF THE SOUTH ¼ OF THE NORTHWEST ¼ OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE NORTH 88° 07' 06" EAST, ALONG THE NORTH LINE OF SAID SOUTH ¼ OF THE NORTHWEST ¼ OF SECTION 35, A DISTANCE OF 884.36 FEET TO THE WESTERLY RIGHT OF WAY OF INTERSTATE 95 FOR THE POINT OF TERMINATION OF THE COMMON BOUNDARY LINE.

EXHIBIT

**SR 442 EXTENSION (ACROSS 160 ACRES)
WORK ORDER # 04-07-088H – APRIL 8, 2005**

DESCRIPTION:

A PORTION OF THE SOUTH 150.00 FEET OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 34 EAST, VOLUSIA COUNTY, FLORIDA FOR THE EXTENSION OF STATE ROAD 442, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE NORTH 89° 44' 48" WEST, ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 591.79 FEET TO THE WESTERLY RIGHT OF WAY OF INTERSTATE 95 AND FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 44' 48" WEST, ALONG SAID SOUTH LINE OF SECTION 6, A DISTANCE OF 1547.08 FEET; THENCE NORTH 00° 15' 12" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 89° 44' 48" EAST, ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF SECTION 6, A DISTANCE OF 2044.44 FEET; THENCE SOUTH 77° 55' 29" WEST, A DISTANCE OF 168.81 FEET; THENCE SOUTH 89° 41' 55" WEST, A DISTANCE OF 332.81 FEET; THENCE SOUTH 00° 18' 05" EAST, A DISTANCE OF 110.74 FEET TO THE POINT OF BEGINNING.

EXHIBIT "E"

COMMON BOUNDARY DESCRIPTION OF EXHIBITS "B" AND "D"

THE EASTERLY BOUNDARY OF THE PROPERTY DESCRIBED IN EXHIBIT "B" IS CONTIGUOUS ALONG THE WESTERLY BOUNDARY OF THE PROPERTY DESCRIBED IN EXHIBIT "D" AS SAME COMMON BOUNDARY IS DESCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 34 EAST; THENCE NORTH 89° 44' 48" WEST ALONG THE SOUTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 591.79 FEET TO THE WESTERLY RIGHT OF WAY OF INTERSTATE 95; THENCE CONTINUE NORTH 89° 44' 48" WEST ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 1547.08 FEET TO THE EASTERLY LINE OF EXHIBIT "A" FOR THE POINT OF BEGINNING; THENCE NORTH 00° 15' 12" EAST ALONG SAID EASTERLY LINE OF EXHIBIT "A", LINE ALSO BEING THE WESTERLY LINE OF EXHIBIT "B", A DISTANCE OF 150.00 FEET TO THE POINT OF TERMINATION.