



# TITLE INSURANCE COMMITMENT



ISSUED BY

*First American Title Insurance Company*

## AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on the other side of this page.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

*First American Title Insurance Company*

BY

*Gary L. Keruett*

PRESIDENT

ATTEST

*Mark R. Arsen*

SECRETARY



## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section 1

or

Eliminate, with our written consent, any Exceptions shown in Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

# First American Title Insurance Company

## SCHEDULE A

Customer Reference No.: NCS-171144-1007

Agents File No: 05.2376 CRG  
Date Issued: June 23, 2005  
Date Effective: June 10, 2005 at 8:00 a.m.

Commitment No.: FA-C-9281

1. Policy or Policies to be issued:

- (a) A.L.T.A. Owner's Policy Amount of Policy: \$ 77,721,000.00  
(10/17/92 with Florida Modifications)

Proposed Insured: GS FLORIDA, LLP, a Florida limited partnership

- (b) A.L.T.A. Loan Policy Amount of Policy: \$  
(10/17/92 with Florida Modifications)

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is an estate designated as follows:

FEE SIMPLE

3. Title to the estate or interest in the land described or referred to in this Commitment and covered herein (and designated as indicated in No. 2 above) is, at the effective date hereof, vested in:

ROBERT VINCENT SNOWDEN, Jr., an unmarried man and PAMELA HUGHES SNOWDEN, an unmarried woman

4. The land referred to in this Commitment is in the State of Florida, County of VOLUSIA and described as follows:

See Schedule "A" attached hereto and by this reference made a part hereof.

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

By: 

Authorized Signatory

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.

# First American Title Insurance Company

## Schedule A (Continued)

Agents File No: 05.2376 CRG

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 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 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 884.36 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 370.66 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

# First American Title Insurance Company

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 5905.65 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 8560.65 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 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 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 2384.62 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

# First American Title Insurance Company

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 2758.98 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 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 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.

# First American Title Insurance Company

## SCHEDULE B-I

(Requirements)

Agents File No: 05.2376 CRG

Commitment No.: FA-C- 9281

The following are the requirements to be complied with:

1. Payment to, or for the account of, the grantors or mortgagors the full consideration for the estate or interest to be insured.
2. Payment of all taxes, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence shall be produced that all improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid in full.
4. Instruments in insurable form which must be properly executed, delivered and duly filed for record:
  - a. Record a Deed from ROBERT VINCENT SNOWDEN, Jr., an unmarried man and PAMELA HUGHES SNOWDEN, an unmarried woman to HWY 442 PARTNERS, LLC, a Florida limited liability company.
  - b. Warranty Deed conveying the land from HWY 442 PARTNERS, LLC, a Florida limited liability company to GS FLORIDA, LLP. In connection with said deed, we will further require:
    - 1) Production of a copy of the articles of organization and regulations, if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and regulations, and all amendments thereto, and that the limited liability company has not been dissolved;
    - 2) That said deed shall be executed by all of the members, unless the articles of organization provides that the company shall be governed by managers; then said deed shall be executed by all of the managers, unless said articles of organization and regulations show no limitation on the authority of one member, or one manager, if applicable, to execute a conveyance;
    - 3) Should any member or manager, if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;
    - 4) Certificate of Organization from the Secretary of State, showing the limited liability company to have been formed as of date of taking title, together with proof as to the current status of said limited liability company;
    - 5) Satisfactory evidence of compliance with all requirements regarding conveying company property contained in the articles of organization and regulations, if adopted; and
    - 6) The Company reserves the right to make such further requirements as it deems necessary after review of any of the documentation required above.

# First American Title Insurance Company

5. Proof in writing, to the Company that all terms and conditions of the Memorandum of Contract, recorded May 12, 2005 in O.R. Book 5551, Page 3517, have been met.
6. Submit an Affidavit of Title, acceptable to First American Title Insurance Company, executed by or on behalf of ROBERT VINCENT SNOWDEN, Jr., an unmarried man and PAMELA HUGHES SNOWDEN, an unmarried woman, sufficient to afford Extended Coverage over Standard Exceptions 1, 4 and 6 in the Policy to be issued to the insured (s), and shown in Schedule B-II hereof as 2, 5 and 7.
7. Submit a proper survey certified to all parties involved in this transaction, including but not limited to, First American Title Insurance Company.
8. Note: The Company reserves the right to make additional requirements as it may deem necessary.



# First American Title Insurance Company

## SCHEDULE B-II

### (Exceptions)

Agents File No: 05.2376 CRG

Commitment No.: FA-C- 9281

Schedule B of this policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. The lien of the taxes for the year 2005 and all subsequent years, which are not yet due and payable.

<b>Account No.:</b>	<b>73320000011</b>	<b>Gross Amount</b>	<b>\$383.07</b>
<b>Account No.:</b>	<b>73330000011</b>	<b>Gross Amount</b>	<b>\$401.76</b>
<b>Account No.:</b>	<b>73340000011</b>	<b>Gross Amount</b>	<b>\$1,053.88</b>
<b>Account No.:</b>	<b>733500000101</b>	<b>Gross Amount</b>	<b>\$503.51</b>
<b>Account No.:</b>	<b>83010000010</b>	<b>Gross Amount</b>	<b>\$2,347.87</b>
<b>Account No.:</b>	<b>83020000010</b>	<b>Gross Amount</b>	<b>\$2,797.27</b>
<b>Account No.:</b>	<b>83030000020</b>	<b>Gross Amount</b>	<b>\$2,009.65</b>
<b>Account No.:</b>	<b>84050000050</b>	<b>Gross Amount</b>	<b>\$142.95</b>
<b>Account No.:</b>	<b>84060000010</b>	<b>Gross Amount</b>	<b>\$2,497.58</b>

**2004 taxes are PAID**
9. Oil, gas and mineral reservations contained in Deed, recorded in Deed Book 352, Page 570; as affected by:  
Deed Book 356, Page 114; Deed Book 531, Page 136; O.R. Book 989, Page 232; and O.R. Book 1876, Page 1778.

# First American Title Insurance Company

10. Terms and conditions of the Timber Agreement recorded in Deed Book 540, Page 506; as affected by:  
Deed Book 542, Page 398; O.R. Book 982, Page 86; and  
Partial Release and Amendment of Timber Agreements, recorded in O.R. Book 4188, Page 1085.
11. Easement granted to Florida Power & Light Company by instrument recorded in O.R. Book 930, Page 55; as affected by:  
Instrument, recorded in O.R. Book 963, Page 306.
12. Easement granted to The City of Edgewater, Florida, according to instrument recorded in Book 2867, Page 1477.
13. Easement granted to Florida Power & Light Company by instrument recorded in O.R. Book 2949, Page 1772.
14. Covenants, Conditions and Restrictions as set forth in Special Warranty Deed recorded in O.R. Book 4978, Page 3355; as affected by:  
Special Warranty Deed, recorded in O.R. Book 4978, Page 3362; and  
Corrective Special Warranty Deed, recorded in O.R. Book 5011, Page 4493, 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).
15. Easement , according to instrument recorded in Book 5551, Page 3467.
16. Easement , according to instrument recorded in Book 5551, Page 3484.

# First American Title Insurance Company

Agents File No: 05.2376 CRG

Note: All of the recording information contained herein refers to the Public Records of Volusia County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

## **Notices - Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 2075 Centre Pointe Boulevard, Tallahassee, Florida 32308-3752.

## **Service, Quality and Availability**

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

# First American Title Insurance Company

## Florida Promulgated Closing Service Letter

The operation and scope of the following closing protection letter ("Letter") is limited to the transaction which is the subject of the commitment to which this Letter is attached and is also directed to those person(s) and/or entity(ies) set forth in the Letter and identified as a proposed insured in the commitment.

Re: Issuing Agent: Agent countersigning the attached commitment.

When title insurance of *First American Title Insurance Company* is specified for your protection in connection with closings of real estate transactions in which you are to be the lessee or purchaser of an interest in land or a lender secured by a mortgage (including any other security instrument) of an interest in land, the *First American Title Insurance Company*, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with such closing when conducted by said Issuing Agent when such loss arises out of:

1. Failure of said Issuing Agent to comply with your written closing instructions to the extent that they relate to (a) the status of the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such status of title or lien, or (b) the obtaining of any other document, specifically required by you, but not to the extent that said Instructions require a determination of the validity, enforceability or effectiveness of such other document, or (c) the collection and payment of funds due you, or
2. Fraud or dishonesty of said Issuing Agent in handling your funds or documents in connection with such closing.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one to four family dwelling shall be protected as if this letter were addressed to your borrower.

### Conditions and Exclusions

A. The *First American Title Insurance Company* will not be liable to you for loss arising out of:

1. Failure of said Issuing Agent to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the *First American Title Insurance Company*. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.

2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of said Issuing Agent to comply with your written closing instructions to deposit the funds in a bank which you designated by name.

3. Mechanics' and materialmen's liens in connection with your purchase or lease or construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the *First American Title Insurance Company*.

4. The periodic disbursement of construction loan proceeds or funds furnished by the owner to pay for construction costs during the construction of improvements on the land to be insured, unless an officer of the company has specifically accepted the responsibility to you for such disbursement program in writing.

B. When the *First American Title Insurance Company* shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the *First American Title Insurance Company* for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.

C. Any liability of the *First American Title Insurance Company* for loss incurred by you in connection with closings of real estate transactions by said Issuing Agent shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of *First American Title Insurance Company*. The dollar amount of liability hereby incurred shall not be greater than the amount of the title insurance binder, commitment or policy of title insurance to be issued, and liability hereunder as to any particular loan transaction shall be coextensive with liability under the policy issued to you in connection with such transaction. Payment in accordance with the terms of this letter shall reduce by the same amount the liability under such policy, and payment under such policy shall reduce by the same amount the company's liability under the terms of this letter.

D. Claims of loss shall be made promptly to the *First American Title Insurance Company* at its principal office at 1 First American Way, Santa Ana, California 92707. When the failure to give prompt notice shall prejudice the *First American Title Insurance Company*, then liability of the *First American Title Insurance Company* hereunder shall be reduced to the extent of such prejudice. The *First American Title Insurance Company* shall not be liable hereunder unless notice of loss in writing is received by the *First American Title Insurance Company* within ninety (90) days from the date of discovery of such loss.

E. Nothing contained herein shall be construed as authorizing compliance by any issuing agent with any such closing instructions, compliance with which would constitute a violation of any applicable law, rule or regulation relating to the activity of title insurers, their issuing agents, and their failure to comply with any such closing instructions shall not create any liability under the terms of this letter.

F. The protection herein offered will be effective until cancelled by written notice from the *First American Title Insurance Company*. Any previous insured Closing Service letter or similar agreement is hereby cancelled, except as to closings of your real estate transactions regarding which you have previously sent (or within 30 days hereafter send) written closing instructions to said Issuing Agent.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Vice President

# First American Title Insurance Company

## Privacy Policy

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

## Florida Promulgated Closing Service Letter

The operation and scope of the following closing protection letter ("Letter") is limited to the transaction which is the subject of the commitment to which this Letter is attached and is also directed to those person(s) and/or entity(ies) set forth in the Letter and identified as a proposed insured in the commitment.

RE: Issuing Agent: Agent countersigning the attached commitment.

When title insurance of *First American Title Insurance Company* is specified for your protection in connection with closings of real estate transactions in which you are to be the lessee or purchaser of an interest in land or a lender secured by a mortgage (including any other security instrument) of an interest in land, the *First American Title Insurance Company*, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with such closing when conducted by said Issuing Agent when such loss arises out of:

1. Failure of said Issuing Agent to comply with your written closing instructions to the extent that they relate to (a) the status of the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such status of title or lien, or (b) the obtaining of any other document, specifically required by you, but not to the extent that said instructions require a determination of the validity, enforceability or effectiveness of such other document, or (c) the collection and payment of funds due you, or

2. Fraud or dishonesty of said Issuing Agent in handling your funds or documents in connection with such closing.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one to four family dwelling shall be protected as if this letter were addressed to your borrower.

### Conditions and Exclusions

A. The *First American Title Insurance Company* will not be liable to you for loss arising out of:

1. Failure of said Issuing Agent to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title Insurance binder or commitment issued by the *First American Title Insurance Company*. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.

2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of said Issuing Agent to comply with your written closing instructions to deposit the funds in a bank which you designated by name.

3. Mechanics' and materialmen's liens in connection with your purchase or lease or construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the *First American Title Insurance Company*.

4. The periodic disbursement of construction loan proceeds or funds furnished by the owner to pay for construction costs during the construction of improvements on the land to be insured, unless an officer of the company has specifically accepted the responsibility to you for such disbursement program in writing.

B. When the *First American Title Insurance Company* shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the *First American Title Insurance Company* for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.

C. Any liability of the *First American Title Insurance Company* for loss incurred by you in connection with closings of real estate transactions by said Issuing Agent shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title Insurance binder, commitment or policy of *First American Title Insurance Company*. The dollar amount of liability hereby incurred shall not be greater than the amount of the title insurance binder, commitment or policy of title insurance to be issued, and liability hereunder as to any particular loan transaction shall be coextensive with liability under the policy issued to you in connection with such transaction. Payment in accordance with the terms of this letter shall reduce by the same amount the liability under such policy, and payment under such policy shall reduce by the same amount the company's liability under the terms of this letter.

D. Claims of loss shall be made promptly to the *First American Title Insurance Company* at its principal office at 1 First American Way, Santa Ana, California 92707. When the failure to give prompt notice shall prejudice the *First American Title Insurance Company*, then liability of the *First American Title Insurance Company* hereunder shall be reduced to the extent of such prejudice. The *First American Title Insurance Company* shall not be liable hereunder unless notice of loss in writing is received by the *First American Title Insurance Company* within ninety (90) days from the date of discovery of such loss.

E. Nothing contained herein shall be construed as authorizing compliance by any issuing agent with any such closing instructions, compliance with which would constitute a violation of any applicable law, rule or regulation relating to the activity of title insurers, their issuing agents, and their failure to comply with any such closing instructions shall not create any liability under the terms of this letter.

F. The protection herein offered will be effective until cancelled by written notice from the *First American Title Insurance Company*. Any previous insured Closing Service letter or similar agreement is hereby cancelled, except as to closings of your real estate transactions regarding which you have previously sent (or within 30 days hereafter send) written closing instructions to said Issuing Agent.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: \_\_\_\_\_

  
Vice President



**TITLE  
INSURANCE  
COMMITMENT**

*First American Title Insurance Company*

