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Document Title: CERTIFICATE OF TITLE

Executed By: MALCOM THOMPSON, CLERK OF COURT, OSCEOLA
COUNTY, FLORIDA

To: BANK OF AMERICA, N.A., a national banking association

Dated: August 7, 2009

Brief Legal Description: See Exhibit F hereto.
A/K/A Cascades At Grand Landings, Flagler County, Florida:
A Part of Government Sections 29, 30, 31, and 32, Township 12
South, Range 31 East, Flagler County, Florida, *etc.*, *et al.*

Return Recorded Document To:

Lee D. Mackson, Esq.
Shutts & Bowen LLP
201 South Biscayne Blvd., Suite 1500
Miami, Florida 33131

MALCOM THOMPSON OSCEOLA COUNTY, DATE 08/07/2009 02:35:43 PM
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IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR OSCEOLA COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 2008-CA-11768-MF

BANK OF AMERICA, N.A., a national
banking association,

Plaintiff,

vs.

LEVITT AND SONS, LLC, a Florida limited
liability company, debtor in U.S. Bankruptcy
Case No. 07-19845-BKC-RBR in U.S.
Bankruptcy Court, Southern District of
Florida (Ft. Lauderdale); *et al.*,

Defendants.

FILED IN OFFICE
CLERK OF THE COURT
OSCEOLA CO., FLORIDA
09 AUG -7 AM 10:30
MALCOM THOMPSON
CLERK OF COURT
CIVIL

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he/she executed and filed a Certificate of Sale in this action on July 22, 2009 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property situated in Osceola County, Florida:

SEE "EXHIBIT A" THROUGH "EXHIBIT F"
ATTACHED HERETO AND MADE A PART HEREOF

was sold to:

*Bank of America, N.A. A National
Banking Association Cp. Shutt & Bowen LLP
1500 Miami Center
201 South Biscayne Blvd.
Miami, FL
33131*

AUG 07 2009

WITNESS my hand and the Seal of the Court on _____, 2009.

MALCOM THOMPSON, CLERK OF COURT
OSCEOLA COUNTY, FLORIDA

(SEAL)

By: _____

Deputy Clerk

Prepared by:
SHUTTS & BOWEN LLP
1500 Miami Center
201 South Biscayne Blvd.
Miami, FL 33131

Case: 2008 CA 011768 MF
0804578209
Doc: .CERT1L

EXHIBIT A**COLLATERAL DESCRIPTION FOR CASCADES AT RIVER HALL**

The real estate described in Exhibit A-1 (collectively, "Land" and/or "Cascades at River Hall Property"), together with:

(a) **Appurtenances**. The benefit of all tenements, hereditaments, easements and other rights of any nature whatsoever, if any, appurtenant to the Land or the Improvements (as defined below), or both, the benefit of all rights-of-way, strips and gores of land, streets, alleys, passages, drainage rights, sanitary sewer and potable water rights, storm water drainage rights, rights of ingress and egress to the Land and all adjoining property, and any improvements of the mortgagor now or hereafter located on any of such real property interests, water rights and powers, oil, gas, mineral and riparian and littoral rights, all extracted collateral produced from or allocated to the Land including, without limitation, oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom, and the proceeds thereof, whether now existing or hereafter arising, together with the reversion or reversions, remainder or remainders, rents, issues, incomes and profits of any of the foregoing (the "Appurtenances").

(b) **Improvements**. All buildings, structures, betterments and other improvements of any nature now or hereafter situated in whole or in part upon the Land or on the Appurtenances, regardless of whether physically affixed thereto or severed or capable of severance therefrom (the "Improvements").

(c) **Tangible Property**. All of the mortgagor's right, title and interest, if any, in and to all fixtures, equipment and tangible personal property of any nature whatsoever that is now or hereafter (i) attached or affixed to the Land, the Appurtenances, or the Improvements, or (ii) situated upon or about the Land, the Appurtenances and/or the Improvements, regardless of whether physically affixed thereto or severed or capable of severance therefrom, or (iii) used, regardless of where situated, if used, usable or intended to be used, in connection with any present or future use or operation of or upon the Land. The foregoing includes: all goods and inventory, all heating, air conditioning, lighting, incinerating and power equipment; all engines, compressors, pipes, pumps, tanks, motors, conduits, wiring, and switchboards; all plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications and public address apparatus; all stoves, ovens, ranges, disposal units, dishwashers, water heaters, exhaust systems, refrigerators, cabinets, and partitions; all rugs, draperies and carpets; all laundry equipment; all building materials; all furniture (including, without limitation, any outdoor furniture), furnishings, office equipment and office supplies (including furniture, furnishings or office equipment in units used as models or sales offices); and all additions, accessions, renewals, replacements and substitutions of any or all of the foregoing to the extent located on the Land. The property interests encumbered and described by this paragraph are called the "Tangible Property".

(d) Rents. All rents, issues, incomes and profits in any manner arising from the Land, Improvements, Appurtenances or Tangible Property, or any combination thereof, including the mortgagor's interest in and to all leases of whatsoever kind or nature, licenses, franchises and concessions of or relating to all or any portion of the Land, Appurtenances, Improvements or Tangible Property, or the operation thereof, whether now existing or hereafter made, including all amendments, modifications, replacements, substitutions, extensions, renewals or consolidations thereof. The property interests encumbered and described in this subparagraph are called the "Rents".

(e) Secondary Financing. All of the mortgagor's right, power or privilege to further encumber any of the Collateral (as defined below).

(f) Proceeds. All proceeds of the conversion, voluntary or involuntary, of any of the property encumbered by the Mortgage into cash or other liquidated claims, or that are otherwise payable for injury to or the taking or requisitioning of any such property, including all judgments, settlements and insurance and condemnation proceeds as provided in the Mortgage.

(g) Contract Rights. All of the mortgagor's right, title and interest in and to any and all contracts or leases, written or oral, express or implied, now existing or hereafter entered into or arising, in any matter related to the improvement, use, operation, sale, conversion or other disposition of any interest in the Land, Appurtenances, Improvements, Tangible Property or the Rents, or any combination thereof, including all tenant leases, sales contracts, reservation deposit agreements, any and all deposits, prepaid items, and payments due and to become due thereunder; and including, without limitation, contract pertaining to maintenance, on-site security service, elevator maintenance, landscaping services, building or project management, marketing, leasing, sales and janitorial services; the mortgagor's interests as lessee in equipment leases, including telecommunications, computers, vending machines, model furniture, televisions, laundry equipment; and mortgagor's interests in construction contracts or documents (including architectural drawings and plans and specifications relating to the Improvements), service contracts, use and access agreements, advertising contract and purchase orders. The property interests encumbered and described in this paragraph are called the "Contract Rights". Notwithstanding the foregoing, the mortgagee will not be bound by any of the mortgagor's obligations under any of the foregoing contracts unless and until the mortgagee elects to assume any of such contracts or leases in writing.

(h) Name. All right, title and interest of the mortgagor in and to all trade names, project names, logos, service marks, trademarks, goodwill, and slogans now or hereafter used in connection with the operation of the Cascades at River Hall Property other than the name "Levitt", "Levitt and Sons" or "Cascades".

(i) Other Intangibles. All contract rights, commissions, money, deposits, certificates of deposit, letter of credit rights (whether or not the letter of credit is evidenced by a writing), all commercial tort claims the mortgagor now has or hereafter acquires relating to the Cascades at River Hall Property, promissory notes and documents (whether tangible or electronic), any account or deposit account from which the mortgagor may from time to time authorize the mortgagee to debit and/or credit payments due with respect to the Loan or any Swap Transaction, all rights to the payment of money from Bank under any Swap Transaction,

all instruments, chattel paper, accounts and proceeds, and general intangibles [as such terms from time to time are defined in the Uniform Commercial Code as adopted by the State of Florida (the "Uniform Commercial Code")], in any manner related to the construction, use, operation, sale, conversion or other disposition (voluntary or involuntary) of the Land, Appurtenances, Improvements, Tangible Property or Rents, including all construction plans and specifications, architectural plans, engineering plans and specifications, permits, governmental or quasi-governmental approvals, licenses, utility reservations and rights to receive utility services and all rights to and under fees or charges paid by or credits granted to the mortgagor or on its behalf in connection with the Land, Improvements and Appurtenances, vested rights under any Planned Unit Development or Development of Regional Impact or other project, zoning, or land use approval, insurance policies, rights of action and other choses in action, corporate or other business records and books, computer records whether on tape, disc or otherwise stored (including software embedded therein), and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, schematics. In order to avoid any doubt or confusion, Bank of America does not foreclose on or otherwise acquire any rights of the "declarant" or the "developer" under: (i) any Declaration of Covenants, Conditions and Restrictions, Declaration of Condominium or other similar documents of the Cascades at River Hall Property including, but not limited to, the Cascades at River Hall Property Declaration; or (ii) Chapter 720, Florida Statutes, the rules and regulations promulgated thereunder, and/or the applicable case law construing same; provided, however, that the foregoing shall in no way detract from, limit or impair Plaintiff's (or any other foreclosure sale purchaser's) rights to the impact fee credits and other permits, approvals, licenses, utility reservations, rights to receive utility services, and all other governmentally or quasi-governmentally approved development rights and/or entitlements pertaining to the Cascades at River Hall Property.

The Land, Appurtenances, Improvements and Tangible Property are collectively referred to as the "Cascades at River Hall Property". The portion of the Cascades at River Hall Property encumbered by the Mortgage that from time to time consists of intangible personal property, except for the Rents, is called the "Intangible Property". The Cascades at River Hall Property, Rents, Intangible Property and any other property interests encumbered hereby are hereinafter referred to collectively as the "Collateral".

EXHIBIT A-1**LEGAL DESCRIPTION****CASCADES AT RIVER HALL, LEECOUNTY, FLORIDA**

A tract or parcel of land lying in Sections 27 and 34, Township 43 South, Range 26 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

Beginning at the Northwest corner of said Section 34 run North 00 degrees 49' 48" West along the West line of the Southwest 1/4 of said Section 27 for 659.59 feet to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence run North 89 degrees 06' 39" East along the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 27 for 1,318.66 feet to the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence run North 00 degrees 50' 33" West along the East line of said Fraction for 660.48 feet to the Northeast corner of said Fraction; thence run South 89 degrees 04' 20" West along the North line of said Fraction for 659.26 feet to the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 27; thence run North 00 degrees 50' 10" West along the East line of said Fraction for 660.23 feet to the Northeast corner of said Fraction; thence run South 89 degrees 02' 22" West along the North line of said Fraction for 659.19 feet to an intersection with the West line of the Southwest 1/4 of said Section 27; thence run North 00 degrees 40' 48" West along said West line for 659.85 feet to the West Quarter corner of said Section 27; thence run North 00 degrees 47' 16" West along the West line of the Northwest 1/4 of said Section 27 for 1,328.51 feet to an intersection with the Southerly right-of-way line of State Road 80, (150 feet wide); thence run North 77 degrees 10' 14" East along said Southerly right of way line for 511.16 feet; thence run South 13 degrees 08' 59" East along the Southwesterly line of Conservation Easement CE-1 described in a deed recorded in Official Records Book 3492, Page 568, Lee County Records, for 35.88 feet; thence run South 02 degrees 45' 57" West along said Southwesterly line for 54.10 feet; thence run South 67 degrees 46' 48" East along said Southwesterly line for 44.69 feet; thence run South 68 degrees 16' 17" East along said Southwesterly line for 58.31 feet; thence run North 75 degrees 41' 35" East along said Southwesterly line for 14.76 feet; thence run North 82 degrees 42' 24" East along said Southwesterly line for 16.75 feet; thence run North 84 degrees 59' 50" East along said Southwesterly line for 22.15 feet; thence run North 88 degrees 34' 22" East along said Southwesterly line for 6.40 feet to an intersection with the West line of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 27; thence run South 00 degrees 48' 16" East along said West line for 504.04 feet; thence run North 67 degrees 22' 42" West along the Westerly line of Conservation Easement CE-2, described in a deed recorded in Official Records Book 3492, Page 568, Lee County Records, for 26.56 feet; thence run South 34 degrees 19' 51" West along said Westerly line for 37.84 feet; thence run South 46 degrees 06' 54" West along said Westerly line for 45.04 feet; thence run North 72 degrees 15' 21" West along said Westerly line for 45.73 feet; thence run South 41 degrees 34' 25" West along said Westerly line for 55.37 feet; thence run South 00 degrees 41' 08" West along said Westerly line for 118.61 feet; thence run South 20 degrees 36' 58" East along said Westerly line for 68.28 feet; thence run

South 56 degrees 29' 59" East along said Westerly line for 86.75 feet; thence run North 50 degrees 35' 06" East along said Westerly line for 81.49 feet; thence run North 39 degrees 40' 24" East along said Westerly line for 30.36 feet; thence run North 37 degrees 25' 01" East along said Westerly line for 17.76 feet; thence run South 19 degrees 52' 21" East along said Westerly line for 32.97 feet; thence run South 29 degrees 34' 38" East along said Westerly line for 54.97 feet; thence run South 31 degrees 01' 59" East along said Westerly line for 50.46 feet; thence run South 37 degrees 43' 45" East along said Westerly line for 52.46 feet; thence run South 61 degrees 10' 41" East along said Westerly line for 46.11 feet; thence run South 53 degrees 32' 22" East along said Westerly line for 22.35 feet; thence run South 12 degrees 39' 03" East along said Westerly line for 43.78 feet; thence run South 48 degrees 01' 27" East for 70.47 feet; thence run South 51 degrees 29' 37" East along said Westerly line for 50.40 feet; thence run South 40 degrees 22' 37" East along said Westerly line for 56.04 feet; thence run South 83 degrees 55' 02" East along said Westerly line and the extension thereof for 54.55 feet; thence run South 59 degrees 10' 43" West for 54.20 feet; thence run South 42 degrees 25' 54" West along the Westerly line of Conservation Easement CE-4 described in a deed recorded in Official Records Book 3492, Page 568, Lee County Records, for 89.53 feet; thence run South 50 degrees 59' 07" East along said Westerly line for 13.24 feet; thence run South 05 degrees 02' 49" West along said Westerly line for 24.02 feet; thence run South 20 degrees 13' 01" West along said Westerly line for 42.51 feet; thence run South 12 degrees 12' 54" West along said Westerly line for 24.53 feet; thence run South 09 degrees 24' 11" East along said Westerly line for 27.08 feet; thence run South 17 degrees 07' 21" East along said Westerly line for 29.53 feet; thence run South 26 degrees 06' 11" East along said Westerly line for 29.75 feet; thence run South 39 degrees 10' 27" East along said Westerly line for 25.82 feet; thence run South 51 degrees 22' 28" East along said Westerly line for 24.25 feet; thence run South 66 degrees 31' 38" East along said Westerly line for 15.06 feet; thence run South 14 degrees 41' 15" East along said Westerly line for 44.20 feet; thence run South 42 degrees 02' 59" West along said Westerly line for 44.50 feet; thence run South 19 degrees 51' 05" West along said Westerly line for 35.96 feet; thence run South 06 degrees 44' 11" East along said Westerly line for 44.73 feet; thence run South 00 degrees 11' 58" West along said Westerly line for 26.46 feet; thence run South 29 degrees 24' 12" West along said Westerly line for 61.07 feet; thence run South 13 degrees 51' 45" East along said Westerly line for 39.43 feet; thence run South 40 degrees 22' 45" West along said Westerly line for 83.42 feet; thence run South 67 degrees 28' 24" East along said Westerly line for 54.60 feet; thence run South 28 degrees 08' 50" West along said Westerly line for 15.14 feet; thence run South 19 degrees 01' 12" East along said Westerly line for 51.03 feet; thence run South 35 degrees 55' 44" East along said Westerly line for 50.30 feet; thence run South 51 degrees 58' 34" East along said Westerly line for 88.69 feet; thence run South 56 degrees 03' 31" East along said Westerly line for 81.29 feet; thence run South 71 degrees 02' 11" West leaving said Westerly line for 106.40 feet to a point on a non-tangent curve; thence run Southeasterly along an arc of curve to the left of radius 355.00 feet (delta 44 degrees 23' 40") (chord bearing South 39 degrees 06' 43" East) (chord 268.23 feet) for 275.06 feet to a point of reverse curvature; thence run Southeasterly along an arc of curve to the right of radius 345.00 feet (delta 23 degrees 55' 24") (chord bearing South 49 degrees 20' 50" East) (chord 143.01 feet) for 144.05 feet to a point of tangency; thence run South 37 degrees 23' 07" East for 110.93 feet; thence run South 46 degrees 42' 37" East for 46.66 feet; thence run South 02 degrees 37' 49" East for 109.36 feet; thence run South 88 degrees 31' 58" East for 453.33 feet to an intersection with the Westerly right-of-way line of a proposed road; thence run South 69 degrees 33' 15" East along said Westerly right-of-way line for 226.50

feet to a point of curvature; thence run Southeasterly along said Westerly right of way line along an arc of curve to the right of radius 450.00 feet (delta 53 degrees 24' 45") (chord bearing South 42 degrees 50' 53" East) (chord 404.47 feet) for 419.50 feet to a point of tangency; thence run South 16 degrees 08' 30" East along said Westerly right of way line for 429.10 feet to a point of curvature; thence run Southerly along an arc of curve to the left of radius 800.00 feet (delta 07 degrees 26' 15") (chord bearing South 19 degrees 51' 38" East) (chord 103.77 feet) for 103.85 feet to an intersection with the Southerly right-of-way line of the former Seaboard All Florida Railroad (100 feet wide) and Florida Power & Light Co. Easement (100 feet wide) described in a deed recorded in Deed Book 230, Page 106, Lee County Records; thence run South 89 degrees 00' 08" West along said Southerly right-of-way line for 414.92 feet; thence run South 00 degrees 59' 58" East for 386.31 feet to a point on a non-tangent curve; thence run Southeasterly along an arc of curve to the right of radius 445.00 feet (delta 55 degrees 01' 01") (chord bearing South 60 degrees 54' 53" East) (chord 411.07 feet) for 427.30 feet to a point of tangency; thence run South 33 degrees 24' 23" East for 235.07 feet to a point of curvature; thence run Southerly along an arc of curve to the right of radius of 445.00 feet (delta 34 degrees 38' 18") (chord bearing South 16 degrees 05' 14" East) (chord 264.95 feet) for 269.03 feet; thence run South 01 degree 13' 55" West for 406.49 feet to a point of curvature; thence run Southerly along an arc of curve to the left of radius 155.00 feet (delta 41 degrees 03' 37") (chord bearing South 19 degrees 17' 53" East) (chord 108.72 feet) for 111.08 feet to a point of tangency; thence run South 39 degrees 49' 41" East for 48.28 feet to a point of curvature; thence run Southerly along an arc of curve to the right of radius 540.00 feet (delta 39 degrees 03' 47") (chord bearing South 20 degrees 17' 48" East) (chord 361.07 feet) for 368.16 feet to a point of tangency; thence run South 00 degrees 45' 54" East for 156.54 feet to a point of curvature; thence run Southeasterly along an arc of curve to the left of radius 60.00 feet (delta 88 degrees 15' 45") (chord bearing South 44 degrees 53' 47" East) (chord 83.56 feet) for 92.43 feet to a point of tangency; thence run South 89 degrees 01' 39" East for 100.75 feet to a point of curvature; thence run Southeasterly along an arc of curve to the right of radius 470.00 feet (delta 86 degrees 38' 22") (chord bearing South 45 degrees 42' 28" East) (chord 644.90 feet) for 710.71 feet to a point of tangency; thence run South 02 degrees 23' 18" East for 177.28 feet to a point of curvature; thence run Southerly along an arc of curve to the right of radius 295.00 feet (delta 45 degrees 41' 55") (chord bearing South 20 degrees 27' 40" West) (chord 229.10 feet) for 235.29 feet; thence run South 00 degrees 44' 13" East along a non-tangent line for 145.68 feet to an intersection with the south line of the North 1/2 of said Section 34; thence run South 89 degrees 15' 30" West along said South line for 3,118.86 feet to a point on a non-tangent curve at the intersection with the Easterly line of lands described in a deed recorded in Official Records Book 4107, Page 886, Lee County Records; thence run Northwesterly along said Easterly line and along an arc of curve to the left of radius 240.00 feet (delta 21 degrees 30' 24") (chord bearing North 34 degrees 21' 11" West) (chord 89.56 feet) for 90.09 feet to a point of tangency; thence run North 45 degrees 06' 23" West along said Easterly line for 156.71 feet to a point of curvature; thence run Northwesterly along said Easterly line and along an arc of curve to the left of radius 240.00 feet (delta 06 degrees 54' 55") (chord bearing North 48 degrees 33' 50" West) (chord 20.95 feet) for 28.97 feet to an intersection with the West line of the Northwest 1/4 of said Section 34; thence run North 00 degrees 49' 55" West along said West line for 2,437.57 feet to the POINT OF BEGINNING.

Bearings hereinabove mentioned and State Plane for the Florida Wet Zone (1963/90 adjustment) and are based on the West line of the Northwest 1/4 of said Section 34 to bear North 00 degrees 49' 55" West.

CASE NO.: 2008-CA-11768-MF

AND TOGETHER WITH:

Non-exclusive easement rights appurtenant to the above described fee parcel, as described in and subject to the terms of that certain Drainage Easement Agreement by and between Hawk's Haven Investment, LLC, a Florida limited liability company, and Levitt and Sons at Hawk's Haven, LLC, a Florida limited liability company, dated June 2, 2004, and recorded in Official Records Book 4326, Page 1903, of the Public Records of Lee County, Florida.

Non-exclusive easement rights appurtenant to the above described fee parcel as provided by and subject to the terms of the Grant of Ingress and Egress Easements and Grant of Utility Easements over, on, under or above that certain parcel of land described in Exhibit B of that certain Declaration and Grant of Easements by Hawk's Haven Investment, LLC, a Florida limited liability company, dated June 1, 2004, and recorded in Official Records Book 4326, Page 1851, of the Public Records of Lee County, Florida.

NOTE: Portions of the above Property have been platted as CASCADES AT RIVER HALL, PHASE 1, recorded in Instrument No. 2005000166035, in part replatted as CASCADES AT RIVER HALL, PHASE 1A, recorded in Instrument No. 2006000361359; and CASCADES AT RIVER HALL, PHASE 2, recorded in Instrument No. 2005000166038 of the Public Records of Lee County, Florida.

LESS AND EXCEPT THE FOLLOWING LOTS:

Lots 20, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 116, 118, 119, 121, 122, 123, 124, 141, 142, 143, 147, 149, 150, 151, 153 and 154 of CASCADES AT RIVER HALL, PHASE 1, according to the plat thereof as recorded in Instrument No. 2005000166035, of the Public Records of Lee County, Florida.

FURTHER LESS AND EXCEPT THE FOLLOWING LOTS:

Lots 147, 151, 154, 117 and 153 of CASCADES AT RIVER HALL, PHASE 1A, according to the plat thereof as recorded in Instrument No. 2006000361359, of the Public Records of Lee County, Florida.

FURTHER LESS AND EXCEPT:

Tracts A, B, C, D, E, F, G, H, I and J of CASCADES AT RIVER HALL, PHASE I, according to the plat thereof recorded in Instrument No. 2005000166035 and Tract H of CASCADES AT RIVER HALL, PHASE 1A, according to the plat thereof as recorded in Instrument No. 2006000361359, of the Public Records of Lee County, Florida.

FURTHER LESS AND EXCEPT THE FOLLOWING LOTS:

Lots 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 234, 287, 288, 292, 293, 296, 297, 298, 313, 436, 441, 521, 546, 548, 552, 553, 555, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 568, 569 and 570 of CASCADES AT RIVER HALL, PHASE 2, according to the plat thereof as recorded in Instrument No. 2005000166038, of the Public Records of Lee County, Florida.

CASE NO.: 2008-CA-11768-MF

FURTHER LESS AND EXCEPT:

Tracts A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S and T of CASCADES AT RIVER HALL, PHASE 2, according to the plat thereof recorded in Instrument No. 2005000166038, of the Public Records of Lee County, Florida.

Unofficial Copy

EXHIBIT B

COLLATERAL DESCRIPTION FOR CASCADES AT GROVELAND

The real estate described in Exhibit B-1 (collectively, "Land" and/or "Cascades at Groveland Property"), together with:

(a) **Appurtenances.** The benefit of all tenements, hereditaments, easements and other rights of any nature whatsoever, if any, appurtenant to the Land or the Improvements (as defined below), or both, the benefit of all rights-of-way, strips and gores of land, streets, alleys, passages, drainage rights, sanitary sewer and potable water rights, storm water drainage rights, rights of ingress and egress to the Land and all adjoining property, and any improvements of the mortgagor now or hereafter located on any of such real property interests, water rights and powers, oil, gas, mineral and riparian and littoral rights, all extracted collateral produced from or allocated to the Land including, without limitation, oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom, and the proceeds thereof, whether now existing or hereafter arising, together with the reversion or reversions, remainder or remainders, rents, issues, incomes and profits of any of the foregoing (the "Appurtenances").

(b) **Improvements.** All buildings, structures, betterments and other improvements of any nature now or hereafter situated in whole or in part upon the Land or on the Appurtenances, regardless of whether physically affixed thereto or severed or capable of severance therefrom (the "Improvements").

(c) **Tangible Property.** All of the mortgagor's right, title and interest, if any, in and to all fixtures, equipment and tangible personal property of any nature whatsoever that is now or hereafter (i) attached or affixed to the Land, the Appurtenances, or the Improvements, or (ii) situated upon or about the Land, the Appurtenances and/or the Improvements, regardless of whether physically affixed thereto or severed or capable of severance therefrom, or (iii) used, regardless of where situated, if used, usable or intended to be used, in connection with any present or future use or operation of or upon the Land. The foregoing includes: all goods and inventory, all heating, air conditioning, lighting, incinerating and power equipment; all engines, compressors, pipes, pumps, tanks, motors, conduits, wiring, and switchboards; all plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications and public address apparatus; all stoves, ovens, ranges, disposal units, dishwashers, water heaters, exhaust systems, refrigerators, cabinets, and partitions; all rugs, draperies and carpets; all laundry equipment; all building materials; all furniture (including, without limitation, any outdoor furniture), furnishings, office equipment and office supplies (including furniture, furnishings or office equipment in units used as models or sales offices); and all additions, accessions, renewals, replacements and substitutions of any or all of the foregoing to the extent located on the Land. The property interests encumbered and described by this paragraph are called the "Tangible Property".

(d) Rents. All rents, issues, incomes and profits in any manner arising from the Land, Improvements, Appurtenances or Tangible Property, or any combination thereof, including the mortgagor's interest in and to all leases of whatsoever kind or nature, licenses, franchises and concessions of or relating to all or any portion of the Land, Appurtenances, Improvements or Tangible Property, or the operation thereof, whether now existing or hereafter made, including all amendments, modifications, replacements, substitutions, extensions, renewals or consolidations thereof. The property interests encumbered and described in this subparagraph are called the "Rents".

(e) Secondary Financing. All of the mortgagor's right, power or privilege to further encumber any of the Collateral (as defined below).

(f) Proceeds. All proceeds of the conversion, voluntary or involuntary, of any of the property encumbered by the Mortgage into cash or other liquidated claims, or that are otherwise payable for injury to or the taking or requisitioning of any such property, including all judgments, settlements and insurance and condemnation proceeds as provided in the Mortgage.

(g) Contract Rights. All of the mortgagor's right, title and interest in and to any and all contracts or leases, written or oral, express or implied, now existing or hereafter entered into or arising, in any matter related to the improvement, use, operation, sale, conversion or other disposition of any interest in the Land, Appurtenances, Improvements, Tangible Property or the Rents, or any combination thereof, including all tenant leases, sales contracts, reservation deposit agreements, any and all deposits, prepaid items, and payments due and to become due thereunder; and including, without limitation, contract pertaining to maintenance, on-site security service, elevator maintenance, landscaping services, building or project management, marketing, leasing, sales and janitorial services; the mortgagor's interests as lessee in equipment leases, including telecommunications, computers, vending machines, model furniture, televisions, laundry equipment; and mortgagor's interests in construction contracts or documents (including architectural drawings and plans and specifications relating to the Improvements), service contracts, use and access agreements, advertising contract and purchase orders. The property interests encumbered and described in this paragraph are called the "Contract Rights". Notwithstanding the foregoing, the mortgagee will not be bound by any of the mortgagor's obligations under any of the foregoing contracts unless and until the mortgagee elects to assume any of such contracts or leases in writing.

(h) Name. All right, title and interest of the mortgagor in and to all trade names, project names, logos, service marks, trademarks, goodwill, and slogans now or hereafter used in connection with the operation of the Cascades at Groveland Property other than the name "Levitt", "Levitt and Sons" or "Cascades".

(i) Other Intangibles. All contract rights, commissions, money, deposits, certificates of deposit, letter of credit rights (whether or not the letter of credit is evidenced by a writing), all commercial tort claims the mortgagor now has or hereafter acquires relating to the Cascades at Groveland Property, promissory notes and documents (whether tangible or electronic), any account or deposit account from which the mortgagor may from time to time authorize the mortgagee to debit and/or credit payments due with respect to the Loan or any Swap Transaction, all rights to the payment of money from Bank under any Swap Transaction,

all instruments, chattel paper, accounts and proceeds, and general intangibles [as such terms from time to time are defined in the Uniform Commercial Code as adopted by the State of Florida (the "Uniform Commercial Code")], in any manner related to the construction, use, operation, sale, conversion or other disposition (voluntary or involuntary) of the Land, Appurtenances, Improvements, Tangible Property or Rents, including all construction plans and specifications, architectural plans, engineering plans and specifications, permits, governmental or quasi-governmental approvals, licenses, utility reservations and rights to receive utility services and all rights to and under fees or charges paid by or credits granted to the mortgagor or on its behalf in connection with the Land, Improvements and Appurtenances, vested rights under any Planned Unit Development or Development of Regional Impact or other project, zoning, or land use approval, insurance policies, rights of action and other choses in action, corporate or other business records and books, computer records whether on tape, disc or otherwise stored (including software embedded therein), and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, schematics. In order to avoid any doubt or confusion, Bank of America does not foreclose on or otherwise acquire any rights of the "declarant" or the "developer" under: (i) any Declaration of Covenants, Conditions and Restrictions, Declaration of Condominium or other similar documents of the Cascades at Groveland Property including, but not limited to, the Cascades at Groveland Property Declaration; or (ii) Chapter 720, Florida Statutes, the rules and regulations promulgated thereunder, and/or the applicable case law construing same; provided, however, that the foregoing shall in no way detract from, limit or impair Plaintiff's (or any other foreclosure sale purchaser's) rights to the impact fee credits and other permits, approvals, licenses, utility reservations, rights to receive utility services, and all other governmentally or quasi-governmentally approved development rights and/or entitlements pertaining to the Cascades at Groveland Property.

The Land, Appurtenances, Improvements and Tangible Property are collectively referred to as the "Cascades at Groveland Property". The portion of the Cascades at Groveland Property encumbered by the Mortgage that from time to time consists of intangible personal property, except for the Rents, is called the "Intangible Property". The Cascades at Groveland Property, Rents, Intangible Property and any other property interests encumbered hereby are hereinafter referred to collectively as the "Collateral".

EXHIBIT B-1

LEGAL DESCRIPTION

CASCADES AT GROVELAND, LAKE COUNTY, FLORIDA

PARCEL NO. 1:

The East ½ of the Northeast ¼; the Northeast ¼ of the Southeast ¼ of Section 34; the West ½ of the Northwest ¼; thence Northwest ¼ of the Southwest ¼; the Northeast ¼ of the Northwest ¼; and the Northwest ¼ of the Northeast ¼ of Section 35; the Southeast ¼ of the Southeast ¼ of the Southwest ¼; and the South ½ of the Southwest ¼ of the Southeast ¼ of Section 26, all in Township 21 South, Range 25 East, Lake County, Florida.

PARCEL NO. 2:

The Southwest ¼ of Section 26, Township 21 South, Range 25 East, in Lake County, Florida, LESS the Southeast ¼ of the Southeast ¼ of the Southwest ¼.

AND

Beginning 172.18 feet North of the Southeast corner of the Northeast ¼ of the Southeast ¼, run North to the Northeast corner of the Northeast ¼ of the Southeast ¼; West 1320 feet; South 1320 feet; East 820 feet; Northeasterly to intersect first line at Point of Beginning, LESS the West 420 feet of the Northeast ¼ of the Southeast ¼, in Section 27, Township 21 South, Range 25 East, Lake County, Florida.

PARCEL NO. 3:

Begin at the Northwest corner of the Southeast ¼ of Section 26, Township 21 South, Range 25 East, Lake County, Florida; thence run South 00° 06' 17" West along the said Southeast ¼ for a distance of 1,986.87 feet to the Northwest corner of the South ½ of the Southwest ¼ of the Southeast ¼; thence run South 89° 58' 57" East along the North line of said South ½ for a distance of 811.57 feet; thence run North 02° 06' 01" West for a distance of 784.34 feet; thence run North 03° 41' 40" West for a distance of 1,204.19 feet to a point on the North line of the aforesaid Southeast ¼; thence run North 89° 52' 07" West along said North line of the Southeast ¼ for a distance of 701.60 feet to the Point of Beginning.

PARCEL NO. 4:

The Southeast ¼ of the Southeast ¼ of Section 27, Township 21 South, Range 25 East, Lake County, Florida, Less the West 198 feet thereof;

Also, begin at the Southeast corner of the Northeast ¼ of the Southeast ¼ of said Section 27, run thence Northerly along the East line of said Section 27, a distance of 172.18 feet; begin again at the Point of Beginning and run Westerly along the South line of the Northeast ¼ of the

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Southeast $\frac{1}{4}$, a distance of 500 feet; thence run Northeasterly to intersect the East line of said Section 27.

PARCEL NO. 5:

The West 198 feet of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 21 South, Range 25 East, Lake County, Florida, less and except the right-of-way for Libby's Road No. 3 (3-2233).

PARCEL NO. 6:

The Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 34, Township 21 South, Range 25 East, in Lake County, Florida.

AND

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 21 South, Range 25 East, in Lake County, Florida.

PARCEL NO. 7:

The West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 35, Township 21 South, Range 25 East, in Lake County, Florida.

PARCEL NO. 8:

The West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 21 South, Range 25 East, in Lake County, Florida.

PARCEL NO. 9:

The West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 21 South, Range 25 East, Lake County, Florida.

LESS AND EXCEPT:

That portion of Section 26, Township 21 South, Range 25 East, Lake County, Florida, described as follows:

For a point of reference, begin at the Southeast corner of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 26; thence run North $89^{\circ} 47' 46''$ West along the South line of the said West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ a distance of 471.31 feet to the Point of Beginning; thence departing said South line run South $00^{\circ} 12' 06''$ West, 0.36 feet; thence South $78^{\circ} 48' 55''$ West, 112.15 feet; thence South $77^{\circ} 52' 31''$ West, 84.81 feet; thence South $77^{\circ} 40' 44''$ West, 54.83 feet; thence South $66^{\circ} 13' 44''$ West, 49.38 feet; thence North $57^{\circ} 13' 45''$ West, 19.90 feet; thence North $56^{\circ} 36' 30''$ West, 44.89 feet; thence North $72^{\circ} 17' 26''$ West, 123.91 feet to the above said South

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line; thence run South 89° 47' 46" East along said South line a distance of 463.94 feet to the Point of Beginning.

AND ALSO LESS:

That portion of Section 26, Township 21 South, Range 25 East, Lake County, Florida, described as follows:

For a point of reference, begin at the Southeast corner of the West ½ of the Northwest ¼ of said Section 26; thence run North 89° 47' 46" West along the South line of the said West ½ of the Northwest ¼ a distance of 34.00 feet to the Point of Beginning; thence departing said South line run South 00° 12' 14" West, a distance of 7.00 feet; thence run North 89° 47' 46" West, parallel with above said South line a distance of 90.50 feet; thence run North 00° 12' 14" West, a distance of 7.00 feet, to the said South line; thence run South 89° 47' 46" East along said line 90.50 feet to the Point of Beginning.

NOTE: A portion of the above parcels has been platted as The Cascades of Groveland - Phase 1, recorded in Plat Book 54, Page 52, of the Public Records of Lake County, Florida.

LESS AND EXCEPT FROM ALL OF THE ABOVE PARCELS the Cascades at Groveland North-South Connector Right of Way conveyed to Lake County by Deed recorded June 22, 2005 in Official Records Book 2868, Page 164, of the Public Records of Lake County, Florida.

FURTHER LESS AND EXCEPT FROM ALL OF THE ABOVE PARCELS the following tracts:

Conservation Tracts "A" and "N"; Retention/Open Space Tracts "E" and "F"; Open Space Tracts "B," "D," "H," "I," "J," "L" and "P"; Open Space/Buffer Tracts "C," "G," "R" and "S"; Access Tract "M"; Retention Tract "O"; Private Roadway Tract "Q"; and Access/Buffer/Drainage/Utility Tract "U," all of the Cascades of Groveland - Phase 1, according to the plat thereof as recorded in Plat Book 54, Page 52, as conveyed to the Cascades of Groveland Homeowners' Association, Inc. by Quit Claim Deed recorded August 24, 2005 in Official Records Book 2928, Page 1836, of the Public Records of Lake County, Florida.

FURTHER LESS AND EXCEPT the following lots in The Cascades Of Groveland - Phase 1, according to the plat thereof as recorded in Plat Book 54, Page 52, of the Public Records of Lake County, Florida:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 78, 79, 80, 81, 82, 83, 84, 85, 86, 88, 89, 91, 102, 112, 116, 117, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148,

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149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 160, 161, 162, 163, 164, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 183, 186, 191, 192, 194, 195, 196, 197, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 260, 262, 263, 265, 267 and 268.

Retention/Open Spaces Tracts E, F and O

NOTE: A portion of the above parcels has been platted as The Cascades Of Groveland - Phase 2, recorded in Plat Book 56, Page 17, of the Public Records of Lake County, Florida.

FURTHER LESS AND EXCEPT the following lots in The Cascades Of Groveland - Phase 2, according to the plat thereof as recorded in Plat Book 56, Page 17, of the Public Records of Lake County, Florida:

Lots 5, 6, 15, 16, 21, 20, 24, 25, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 44, 45, 46, 54, 161, 162, 163, 172 and 182.

Conservation Tracts G and N, Retention Tracts E and H, Open Space Tracts A, C, F, I, J, M and S, Access/Open Space Tracts K and L, Open Space / Landscape / Drainage Utility Tracts P and Q, Private Roadway Tracts T, U, V and W and Landscape Tract D; Tract B-Amenity Center; Retention Tracts E and H.

NOTE: A portion of the above parcels has been platted as The Cascades Of Groveland Phase 3, recorded in Plat Book 56, Page 82, of the Public Records of Lake County, Florida.

FURTHER LESS AND EXCEPT the following lots in The Cascades Of Groveland - Phase 3, according to the plat thereto, as recorded in Plat Book 56, Page ~~17~~⁸², of the Public Records of Lake County, Florida. JM

Conservation Tract C, Retention Tracts A and D, Open Space Tracts B and E and Private Roadway Tracts F and G; and Retention Tracts A and D.

EXHIBIT C

COLLATERAL DESCRIPTION OF JESUP'S RESERVE

The real estate described in Exhibit C-1 (collectively, "Land" and/or "Jesup's Reserve Property"), together with:

(a) Appurtenances. The benefit of all tenements, hereditaments, easements and other rights of any nature whatsoever, if any, appurtenant to the Land or the Improvements (as defined below), or both, the benefit of all rights-of-way, strips and gores of land, streets, alleys, passages, drainage rights, sanitary sewer and potable water rights, storm water drainage rights, rights of ingress and egress to the Land and all adjoining property, and any improvements of the mortgagor now or hereafter located on any of such real property interests, water rights and powers, oil, gas, mineral and riparian and littoral rights, all extracted collateral produced from or allocated to the Land including, without limitation, oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom, and the proceeds thereof, whether now existing or hereafter arising, together with the reversion or reversions, remainder or remainders, rents, issues, incomes and profits of any of the foregoing (the "Appurtenances").

(b) Improvements. All buildings, structures, betterments and other improvements of any nature now or hereafter situated in whole or in part upon the Land or on the Appurtenances, regardless of whether physically affixed thereto or severed or capable of severance therefrom (the "Improvements").

(c) Tangible Property. All of the mortgagor's right, title and interest, if any, in and to all fixtures, equipment and tangible personal property of any nature whatsoever that is now or hereafter (i) attached or affixed to the Land, the Appurtenances, or the Improvements, or (ii) situated upon or about the Land, the Appurtenances and/or the Improvements, regardless of whether physically affixed thereto or severed or capable of severance therefrom, or (iii) used, regardless of where situated, if used, usable or intended to be used, in connection with any present or future use or operation of or upon the Land. The foregoing includes: all goods and inventory, all heating, air conditioning, lighting, incinerating and power equipment; all engines, compressors, pipes, pumps, tanks, motors, conduits, wiring, and switchboards; all plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications and public address apparatus; all stoves, ovens, ranges, disposal units, dishwashers, water heaters, exhaust systems, refrigerators, cabinets, and partitions; all rugs, draperies and carpets; all laundry equipment; all building materials; all furniture (including, without limitation, any outdoor furniture), furnishings, office equipment and office supplies (including furniture, furnishings or office equipment in units used as models or sales offices); and all additions, accessions, renewals, replacements and substitutions of any or all of the foregoing to the extent located on the Land. The property interests encumbered and described by this paragraph are called the "Tangible Property".

(d) Rents. All rents, issues, incomes and profits in any manner arising from the Land, Improvements, Appurtenances or Tangible Property, or any combination thereof, including the mortgagor's interest in and to all leases of whatsoever kind or nature, licenses, franchises and concessions of or relating to all or any portion of the Land, Appurtenances, Improvements or Tangible Property, or the operation thereof, whether now existing or hereafter made, including all amendments, modifications, replacements, substitutions, extensions, renewals or consolidations thereof. The property interests encumbered and described in this subparagraph are called the "Rents".

(e) Secondary Financing. All of the mortgagor's right, power or privilege to further encumber any of the Collateral (as defined below).

(f) Proceeds. All proceeds of the conversion, voluntary or involuntary, of any of the property encumbered by the Mortgage into cash or other liquidated claims, or that are otherwise payable for injury to or the taking or requisitioning of any such property, including all judgments, settlements and insurance and condemnation proceeds as provided in the Mortgage.

(g) Contract Rights. All of the mortgagor's right, title and interest in and to any and all contracts or leases, written or oral, express or implied, now existing or hereafter entered into or arising, in any matter related to the improvement, use, operation, sale, conversion or other disposition of any interest in the Land, Appurtenances, Improvements, Tangible Property or the Rents, or any combination thereof, including all tenant leases, sales contracts, reservation deposit agreements, any and all deposits, prepaid items, and payments due and to become due thereunder; and including, without limitation, contract pertaining to maintenance, on-site security service, elevator maintenance, landscaping services, building or project management, marketing, leasing, sales and janitorial services; the mortgagor's interests as lessee in equipment leases, including telecommunications, computers, vending machines, model furniture, televisions, laundry equipment; and mortgagor's interests in construction contracts or documents (including architectural drawings and plans and specifications relating to the Improvements), service contracts, use and access agreements, advertising contract and purchase orders. The property interests encumbered and described in this paragraph are called the "Contract Rights". Notwithstanding the foregoing, the mortgagee will not be bound by any of the mortgagor's obligations under any of the foregoing contracts unless and until the mortgagee elects to assume any of such contracts or leases in writing.

(h) Name. All right, title and interest of the mortgagor in and to all trade names, project names, logos, service marks, trademarks, goodwill, and slogans now or hereafter used in connection with the operation of the Jesup's Reserve Property other than the name "Levitt", "Levitt and Sons" or "Cascades".

(i) Other Intangibles. All contract rights, commissions, money, deposits, certificates of deposit, letter of credit rights (whether or not the letter of credit is evidenced by a writing), all commercial tort claims the mortgagor now has or hereafter acquires relating to the Jesup's Reserve Property, promissory notes and documents (whether tangible or electronic), any account or deposit account from which the mortgagor may from time to time authorize the mortgagee to debit and/or credit payments due with respect to the Loan or any Swap Transaction, all rights to the payment of money from Bank under any Swap Transaction, all instruments,

chattel paper, accounts and proceeds, and general intangibles [as such terms from time to time are defined in the Uniform Commercial Code as adopted by the State of Florida (the "Uniform Commercial Code")], in any manner related to the construction, use, operation, sale, conversion or other disposition (voluntary or involuntary) of the Land, Appurtenances, Improvements, Tangible Property or Rents, including all construction plans and specifications, architectural plans, engineering plans and specifications, permits, governmental or quasi-governmental approvals, licenses, utility reservations and rights to receive utility services and all rights to and under fees or charges paid by or credits granted to the mortgagor or on its behalf in connection with the Land, Improvements and Appurtenances, vested rights under any Planned Unit Development or Development of Regional Impact or other project, zoning, or land use approval, insurance policies, rights of action and other choses in action, corporate or other business records and books, computer records whether on tape, disc or otherwise stored (including software embedded therein), and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, schematics. In order to avoid any doubt or confusion, Bank of America does not foreclose on or otherwise acquire any rights of the "declarant" or the "developer" under: (i) any Declaration of Covenants, Conditions and Restrictions, Declaration of Condominium or other similar documents of the Jesup's Reserve Property including, but not limited to, the Jesup's Reserve Property Declaration; or (ii) Chapter 720, Florida Statutes, the rules and regulations promulgated thereunder, and/or the applicable case law construing same; provided, however, that the foregoing shall in no way detract from, limit or impair Plaintiff's (or any other foreclosure sale purchaser's) rights to the impact fee credits and other permits, approvals, licenses, utility reservations, rights to receive utility services, and all other governmentally or quasi-governmentally approved development rights and/or entitlements pertaining to the Jesup's Reserve Property.

The Land, Appurtenances, Improvements and Tangible Property are collectively referred to as the "Jesup's Reserve Property". The portion of the Jesup's Reserve Property encumbered by the Mortgage that from time to time consists of intangible personal property, except for the Rents, is called the "Intangible Property". The Jesup's Reserve Property, Rents, Intangible Property and any other property interests encumbered hereby are hereinafter referred to collectively as the "Collateral".

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EXHIBIT C-1

LEGAL DESCRIPTION

JESUP'S RESERVE, SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY PROPERTY PARCEL NO. 2:

Parcel # 36-20-30-502-0000-0020:

That part of the unplatted part of Block B of Mitchell's Survey of the Levy Grant described as beginning at a point 1186 feet North 38° 45' West of the most Easterly corner of that part of said Block B lying South West of the Sanford-Oviedo Road and running North 38° 45' West 400 feet along the Westerly line of the Sanford-Oviedo Highway; thence South 51° 15' West 351.1 feet; thence South 22° 15' East 417.6 feet; thence North 51° 15' East 470.78 feet to the Point of Beginning, all in Block B of Mitchell's Survey of the Levy Grant, according to the plat thereof as recorded in Plat Book 1, Page 5, Public Records of Seminole County, Florida. LESS and EXCEPT the right of way for State Road 434, formerly Sanford-Oviedo Road.

TOGETHER WITH:

Parcel # 36-20-30-502-0000-0040:

Beginning at the most Easterly corner of Block B, of D.R. Mitchell's Survey of the Levy Grant as recorded in Plat Book 1, Page 5, lying on the South and West side of the paved road from Sanford to Oviedo; thence along the Southwesterly side of said paved road North 38° 45' West 986 feet for the Point of Beginning; thence North 38° 45' West 100 feet; thence South 51° 15' West 250 feet; thence South 38° 45' East 100 feet; thence North 51° 15' East 250 feet to the Point of Beginning; LESS and EXCEPT right of way for State Road 434.

TOGETHER WITH:

Parcel # 36-20-30-502-0000-004B:

Beginning at the most Easterly corner of that part of Block "B" of the D.R. Mitchell Survey of the Levy Grant as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida, lying South and West of the paved road from Sanford to Oviedo; thence along the Southwesterly side of the said paved road North 38° 45' West 1086 feet; thence South 51° 15' West 235 feet for a Point of Beginning; thence North 38° 45' West 100 feet; thence South 51° 15' West 235.78 feet; thence South 22° 15' East 104.4 feet; thence North 51° 15' East 265.7 feet to the Point of Beginning.

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TOGETHER WITH:

Parcel # 36-20-30-502-0000-004C:

Beginning at the most Easterly corner of that part of Block B of the D.R. Mitchell Survey of the Levy Grant as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida, lying South and West of paved road from Sanford to Oviedo; thence along the Southwesterly side of said paved road North 38° 45' West 986 feet; thence South 51° 15' West 250 feet for a Point of Beginning; thence South 51° 15' West 100 feet; thence North 38° 45' West 100 feet; thence North 51° 15' East 100 feet; thence South 38° 45' East 100 feet to the Point of Beginning.

AND

Beginning at the most Easterly corner of that part of Block B of the D.R. Mitchell Survey of the Levy Grant as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida, lying South and West of paved road from Sanford to Oviedo, thence along the Southwesterly side of said paved road North 38° 45' West 986 feet; thence South 51 ° 15' West 350 feet for a Point of Beginning; thence North 38° 45' West 100 feet; thence South 51° 15' West 150.70 feet; thence South 22° 05' 34" East 104.38 feet; thence North 51° 15' East 180.62 feet to the Point of Beginning.

TOGETHER WITH:

Parcel # 36-20-30-502-00000-004A:

Beginning at the most Easterly corner of that part of Block B of the D.R. Mitchell Survey of the Levy Grant as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida, lying South and West of the paved road from Sanford to Oviedo; thence along the Southwesterly side of the said paved road North 38° 45' West 1086 feet to the Point of Beginning; thence North 38° 45' West 100 feet; thence South 51° 15' West 235 feet; thence South 38° 45' East 100 feet; thence North 51° 15' East 235 feet to the Point of Beginning, LESS and EXCEPT the right-of-way for State Road 434.

TOGETHER WITH:

Parcel # 36-20-30-502-0000-0050 and Parcel # 36-20-30-502-0000-0060:

Commence at the most Easterly corner of that part of Block B of the D.R. Mitchell Survey of the Levy Grant as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida, lying South and West of the paved road from Sanford to Oviedo; thence along the Southwesterly side of said paved road North 38° 45' 00" West, 786.00 feet to the Point of Beginning; thence North 38° 45' 00" West, 200.00 feet; thence South 51° 15' 00" West, 530.12 feet; thence South 22° 08' 19" East along the Easterly line of a 30 foot wide unnamed right-of-way per said D.R. Mitchell's Survey of the Levy Grant, a distance of 208.71 feet; thence North 51° 15' 00" East, 589.79 feet to the Point of Beginning; same lot being Lot 5 of survey of Joe E. Johnston, C.E. Deed Book 147, Page 221, LESS the right of way for State Road 434,

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pursuant to that certain Order of Taking recorded in Official Records Book 2831, Page 1024, of the Public Records of Seminole County, Florida.

AND

Lot 6, Joe E. Johnston Survey, Block B of D.R. Mitchell Survey of the Levy Grant, Plat Book 1, Page 5, of the Public Records of Seminole County, Florida. That part of the unplatted part of Block B of the D.R. Mitchell Survey of Levy Grant in Seminole County, BEGINNING at a point 586.00 feet North 38° 45' 00" West of the most Easterly corner of said unplatted part of Block B, lying South and West of the paved road leading from Sanford to Oviedo; thence North 38° 45' 00" West, 200.00 feet along the Westerly line of the Sanford-Oviedo Highway; thence South 51° 15' 00" West, 589.79 feet; thence South 22° 08' 19" East along the Easterly line of a 30 foot wide unnamed right of way per said D.R. Mitchell Survey of the Levy Grant, a distance of 208.71 feet; thence North 51° 15' 00" East, 649.45 feet to the Point of Beginning, same being Lot 6 of a Survey made by Joe E. Johnston, C.E. LESS a parcel of land being described as: Beginning at a point 686 feet North 38° 45' West of the most Easterly corner of unplatted part of Block B, of D.R. Mitchell Survey of the Levy Grant, according to the plat thereof as recorded in Plat Book 1, Page 5, Seminole County, Public Records, lying South and West of the paved road leading from Sanford to Oviedo; thence North 38° 45' West 100 feet along Westerly line of the Sanford-Oviedo Highway; thence South 51° 15' West 200 feet; thence South 38° 45' East 100 feet; thence North 51° 15' East 200.00 feet to the Point of Beginning, same being a part of Lot 6 of Survey made by Joe E. Johnston, C.E. LESS the right-of-way for State Road 434, pursuant to that certain Order of Taking recorded in Official Records Book 2831, Page 1024, of the Public Records of Seminole County, Florida.

TOGETHER WITH:

Parcel # 36-20-30-502-0000-006A:

Beginning at a point 686 feet North 38° 45' West of the most Easterly corner of unplatted part of Block B of D.R. Mitchell Survey of the Levy Grant, according to the plat thereof as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida, lying South and West of the paved road leading from Sanford to Oviedo; thence North 38° 45' West 100 feet along Westerly line of the Sanford-Oviedo Highway; thence South 51° 15' West 200 feet; thence South 38° 45' East 100 feet; thence North 51° 15' East 200.00 feet to the Point of Beginning, same being part of Lot 6 of a survey made by Joe E. Johnston, C.E., less the right of way from State Road 434, pursuant to that certain Order of Taking recorded in Official Records Book 2831, Page 1024, of the Public Records of Seminole County, Florida.

The above described property is now described as:

Jesup's Reserve Townhomes, according to the plat thereof as recorded in Plat Book 69, Page 4, and further replatted as Jesup's Reserve Townhomes Replat, according to the plat thereof as recorded in Plat Book 71, Page 86, of the Public Records of Seminole County, Florida.

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LESS AND EXCEPT the following lots and tracts in the plat of Jesup's Reserve Townhomes:

Lots 14, 21, 28, 12, 30, 91, 149, 150, 93, 97, 148, 13, 20, 33, 34, 140, 160, 24, 31, 38, 137, 151, 157, 18, 42, 77, 79, 84, 142, 158, 16, 27, 29, 35, 153, 156, 159, 96, 152, 22, 26, 36, 92, 94, 129, 133, 161, 15, 78, 128, 130, 136, 154, 98, 82, 122, 124, 132

Drainage Retention Tract C, Recreation Area Tract E and Landscaping / Lighting / Signage / Entryway / Fence / Wall Tracts A, B, D and F.

LESS AND EXCEPT the following lots and tracts in the plat of Jesup's Reserve Townhomes Replat:

Lots 32, 17, 23, 131, 99, 154, 130, 136, 78, 15, 128, 8, 127, 25, 37, 125, ~~and 145~~, *39 and 95*

Drainage Retention Tract C, Recreation Area Tract E and Landscaping / Lighting / Signage / Entryway / Fence / Wall Tracts A, B, D and F.

Unofficial Copy

EXHIBIT D

COLLATERAL DESCRIPTION FOR JESUP'S LANDING

The real estate described in Exhibit D-1 (collectively, "Land" and/or "Jesup's Landing Property"), together with:

(a) Appurtenances. The benefit of all tenements, hereditaments, easements and other rights of any nature whatsoever, if any, appurtenant to the Land or the Improvements (as defined below), or both, the benefit of all rights-of-way, strips and gores of land, streets, alleys, passages, drainage rights, sanitary sewer and potable water rights, storm water drainage rights, rights of ingress and egress to the Land and all adjoining property, and any improvements of the mortgagor now or hereafter located on any of such real property interests, water rights and powers, oil, gas, mineral and riparian and littoral rights, all extracted collateral produced from or allocated to the Land including, without limitation, oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom, and the proceeds thereof, whether now existing or hereafter arising, together with the reversion or reversions, remainder or remainders, rents, issues, incomes and profits of any of the foregoing (the "Appurtenances").

(b) Improvements. All buildings, structures, betterments and other improvements of any nature now or hereafter situated in whole or in part upon the Land or on the Appurtenances, regardless of whether physically affixed thereto or severed or capable of severance therefrom (the "Improvements").

(c) Tangible Property. All of the mortgagor's right, title and interest, if any, in and to all fixtures, equipment and tangible personal property of any nature whatsoever that is now or hereafter (i) attached or affixed to the Land, the Appurtenances, or the Improvements, or (ii) situated upon or about the Land, the Appurtenances and/or the Improvements, regardless of whether physically affixed thereto or severed or capable of severance therefrom, or (iii) used, regardless of where situated, if used, usable or intended to be used, in connection with any present or future use or operation of or upon the Land. The foregoing includes: all goods and inventory, all heating, air conditioning, lighting, incinerating and power equipment; all engines, compressors, pipes, pumps, tanks, motors, conduits, wiring, and switchboards; all plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications and public address apparatus; all stoves, ovens, ranges, disposal units, dishwashers, water heaters, exhaust systems, refrigerators, cabinets, and partitions; all rugs, draperies and carpets; all laundry equipment; all building materials; all furniture (including, without limitation, any outdoor furniture), furnishings, office equipment and office supplies (including furniture, furnishings or office equipment in units used as models or sales offices); and all additions, accessions, renewals, replacements and substitutions of any or all of the foregoing to the extent located on the Land. The property interests encumbered and described by this paragraph are called the "Tangible Property".

(d) Rents. All rents, issues, incomes and profits in any manner arising from the Land, Improvements, Appurtenances or Tangible Property, or any combination thereof, including the mortgagor's interest in and to all leases of whatsoever kind or nature, licenses, franchises and concessions of or relating to all or any portion of the Land, Appurtenances, Improvements or Tangible Property, or the operation thereof, whether now existing or hereafter made, including all amendments, modifications, replacements, substitutions, extensions, renewals or consolidations thereof. The property interests encumbered and described in this subparagraph are called the "Rents".

(e) Secondary Financing. All of the mortgagor's right, power or privilege to further encumber any of the Collateral (as defined below).

(f) Proceeds. All proceeds of the conversion, voluntary or involuntary, of any of the property encumbered by the Mortgage into cash or other liquidated claims, or that are otherwise payable for injury to or the taking or requisitioning of any such property, including all judgments, settlements and insurance and condemnation proceeds as provided in the Mortgage.

(g) Contract Rights. All of the mortgagor's right, title and interest in and to any and all contracts or leases, written or oral, express or implied, now existing or hereafter entered into or arising, in any matter related to the improvement, use, operation, sale, conversion or other disposition of any interest in the Land, Appurtenances, Improvements, Tangible Property or the Rents, or any combination thereof, including all tenant leases, sales contracts, reservation deposit agreements, any and all deposits, prepaid items, and payments due and to become due thereunder; and including, without limitation, contract pertaining to maintenance, on-site security service, elevator maintenance, landscaping services, building or project management, marketing, leasing, sales and janitorial services; the mortgagor's interests as lessee in equipment leases, including telecommunications, computers, vending machines, model furniture, televisions, laundry equipment; and mortgagor's interests in construction contracts or documents (including architectural drawings and plans and specifications relating to the Improvements), service contracts, use and access agreements, advertising contract and purchase orders. The property interests encumbered and described in this paragraph are called the "Contract Rights". Notwithstanding the foregoing, the mortgagee will not be bound by any of the mortgagor's obligations under any of the foregoing contracts unless and until the mortgagee elects to assume any of such contracts or leases in writing.

(h) Name. All right, title and interest of the mortgagor in and to all trade names, project names, logos, service marks, trademarks, goodwill, and slogans now or hereafter used in connection with the operation of the Jesup's Landing Property other than the name "Levitt", "Levitt and Sons" or "Cascades".

(i) Other Intangibles. All contract rights, commissions, money, deposits, certificates of deposit, letter of credit rights (whether or not the letter of credit is evidenced by a writing), all commercial tort claims the mortgagor now has or hereafter acquires relating to the Jesup's Landing Property, promissory notes and documents (whether tangible or electronic), any account or deposit account from which the mortgagor may from time to time authorize the mortgagee to debit and/or credit payments due with respect to the Loan or any Swap Transaction, all rights to the payment of money from Bank under any Swap Transaction, all instruments,

chattel paper, accounts and proceeds, and general intangibles [as such terms from time to time are defined in the Uniform Commercial Code as adopted by the State of Florida (the "Uniform Commercial Code")], in any manner related to the construction, use, operation, sale, conversion or other disposition (voluntary or involuntary) of the Land, Appurtenances, Improvements, Tangible Property or Rents, including all construction plans and specifications, architectural plans, engineering plans and specifications, permits, governmental or quasi-governmental approvals, licenses, utility reservations and rights to receive utility services and all rights to and under fees or charges paid by or credits granted to the mortgagor or on its behalf in connection with the Land, Improvements and Appurtenances, vested rights under any Planned Unit Development or Development of Regional Impact or other project, zoning, or land use approval, insurance policies, rights of action and other choses in action, corporate or other business records and books, computer records whether on tape, disc or otherwise stored (including software embedded therein), and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, schematics. In order to avoid any doubt or confusion, Bank of America does not foreclose on or otherwise acquire any rights of the "declarant" or the "developer" under: (i) any Declaration of Covenants, Conditions and Restrictions, Declaration of Condominium or other similar documents of the Jesup's Landing Property including, but not limited to, the Jesup's Landing Property Declaration; or (ii) Chapter 720, Florida Statutes, the rules and regulations promulgated thereunder, and/or the applicable case law construing same; provided, however, that the foregoing shall in no way detract from, limit or impair Plaintiff's (or any other foreclosure sale purchaser's) rights to the impact fee credits and other permits, approvals, licenses, utility reservations, rights to receive utility services, and all other governmentally or quasi-governmentally approved development rights and/or entitlements pertaining to the Jesup's Landing Property.

The Land, Appurtenances, Improvements and Tangible Property are collectively referred to as the "Jesup's Landing Property". The portion of the Jesup's Landing Property encumbered by the Mortgage that from time to time consists of intangible personal property, except for the Rents, is called the "Intangible Property". The Jesup's Landing Property, Rents, Intangible Property and any other property interests encumbered hereby are hereinafter referred to collectively as the "Collateral".

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EXHIBIT D-1

LEGAL DESCRIPTION

JESUP'S LANDING, SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY PROPERTY PARCEL NO. 1:

Lots 15 and 16, Block B, D.R. MITCHELL'S SURVEY OF THE LEVY GRANT, according to the plat thereof as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida, now described as JESUP'S LANDING TOWNHOMES, according to the plat thereof as recorded in Plat Book 69, Page 34, of the Public Records of Seminole County, Florida.

LESS AND EXCEPT the following Lots in the plat of JESUP'S LANDING TOWNHOMES:

Landscape / Lighting / Signage / Irrigation / Wall Tracts A, E, G, J, K, M and West 6 feet of F, Drainage Retention Tracts B and I and Recreation Tracts D, H and L.

Unofficial Copy

EXHIBIT E

COLLATERAL DESCRIPTION FOR RESERVE AT SANFORD

The real estate described in Exhibit E-1 (collectively, "Land" and/or "Reserve at Sanford Property"), together with:

(a) **Appurtenances**. The benefit of all tenements, hereditaments, easements and other rights of any nature whatsoever, if any, appurtenant to the Land or the Improvements (as defined below), or both, the benefit of all rights-of-way, strips and gores of land, streets, alleys, passages, drainage rights, sanitary sewer and potable water rights, storm water drainage rights, rights of ingress and egress to the Land and all adjoining property, and any improvements of the mortgagor now or hereafter located on any of such real property interests, water rights and powers, oil, gas, mineral and riparian and littoral rights, all extracted collateral produced from or allocated to the Land including, without limitation, oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom, and the proceeds thereof, whether now existing or hereafter arising, together with the reversion or reversions, remainder or remainders, rents, issues, incomes and profits of any of the foregoing (the "Appurtenances").

(b) **Improvements**. All buildings, structures, betterments and other improvements of any nature now or hereafter situated in whole or in part upon the Land or on the Appurtenances, regardless of whether physically affixed thereto or severed or capable of severance therefrom (the "Improvements").

(c) **Tangible Property**. All of the mortgagor's right, title and interest, if any, in and to all fixtures, equipment and tangible personal property of any nature whatsoever that is now or hereafter (i) attached or affixed to the Land, the Appurtenances, or the Improvements, or (ii) situated upon or about the Land, the Appurtenances and/or the Improvements, regardless of whether physically affixed thereto or severed or capable of severance therefrom, or (iii) used, regardless of where situated, if used, usable or intended to be used, in connection with any present or future use or operation of or upon the Land. The foregoing includes: all goods and inventory, all heating, air conditioning, lighting, incinerating and power equipment; all engines, compressors, pipes, pumps, tanks, motors, conduits, wiring, and switchboards; all plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications and public address apparatus; all stoves, ovens, ranges, disposal units, dishwashers, water heaters, exhaust systems, refrigerators, cabinets, and partitions; all rugs, draperies and carpets; all laundry equipment; all building materials; all furniture (including, without limitation, any outdoor furniture), furnishings, office equipment and office supplies (including furniture, furnishings or office equipment in units used as models or sales offices); and all additions, accessions, renewals, replacements and substitutions of any or all of the foregoing to the extent located on the Land. The property interests encumbered and described by this paragraph are called the "Tangible Property".

(d) Rents. All rents, issues, incomes and profits in any manner arising from the Land, Improvements, Appurtenances or Tangible Property, or any combination thereof, including the mortgagor's interest in and to all leases of whatsoever kind or nature, licenses, franchises and concessions of or relating to all or any portion of the Land, Appurtenances, Improvements or Tangible Property, or the operation thereof, whether now existing or hereafter made, including all amendments, modifications, replacements, substitutions, extensions, renewals or consolidations thereof. The property interests encumbered and described in this subparagraph are called the "Rents".

(e) Secondary Financing. All of the mortgagor's right, power or privilege to further encumber any of the Collateral (as defined below).

(f) Proceeds. All proceeds of the conversion, voluntary or involuntary, of any of the property encumbered by the Mortgage into cash or other liquidated claims, or that are otherwise payable for injury to or the taking or requisitioning of any such property, including all judgments, settlements and insurance and condemnation proceeds as provided in the Mortgage.

(g) Contract Rights. All of the mortgagor's right, title and interest in and to any and all contracts or leases, written or oral, express or implied, now existing or hereafter entered into or arising, in any matter related to the improvement, use, operation, sale, conversion or other disposition of any interest in the Land, Appurtenances, Improvements, Tangible Property or the Rents, or any combination thereof, including all tenant leases, sales contracts, reservation deposit agreements, any and all deposits, prepaid items, and payments due and to become due thereunder; and including, without limitation, contract pertaining to maintenance, on-site security service, elevator maintenance, landscaping services, building or project management, marketing, leasing, sales and janitorial services; the mortgagor's interests as lessee in equipment leases, including telecommunications, computers, vending machines, model furniture, televisions, laundry equipment; and mortgagor's interests in construction contracts or documents (including architectural drawings and plans and specifications relating to the Improvements), service contracts, use and access agreements, advertising contract and purchase orders. The property interests encumbered and described in this paragraph are called the "Contract Rights". Notwithstanding the foregoing, the mortgagee will not be bound by any of the mortgagor's obligations under any of the foregoing contracts unless and until the mortgagee elects to assume any of such contracts or leases in writing.

(h) Name. All right, title and interest of the mortgagor in and to all trade names, project names, logos, service marks, trademarks, goodwill, and slogans now or hereafter used in connection with the operation of the Reserve at Sanford Property other than the name "Levitt", "Levitt and Sons" or "Cascades".

(i) Other Intangibles. All contract rights, commissions, money, deposits, certificates of deposit, letter of credit rights (whether or not the letter of credit is evidenced by a writing), all commercial tort claims the mortgagor now has or hereafter acquires relating to the Reserve at Sanford Property, promissory notes and documents (whether tangible or electronic), any account or deposit account from which the mortgagor may from time to time authorize the mortgagee to debit and/or credit payments due with respect to the Loan or any Swap Transaction, all rights to the payment of money from Bank under any Swap Transaction, all instruments,

chattel paper, accounts and proceeds, and general intangibles [as such terms from time to time are defined in the Uniform Commercial Code as adopted by the State of Florida (the "Uniform Commercial Code")], in any manner related to the construction, use, operation, sale, conversion or other disposition (voluntary or involuntary) of the Land, Appurtenances, Improvements, Tangible Property or Rents, including all construction plans and specifications, architectural plans, engineering plans and specifications, permits, governmental or quasi-governmental approvals, licenses, utility reservations and rights to receive utility services and all rights to and under fees or charges paid by or credits granted to the mortgagor or on its behalf in connection with the Land, Improvements and Appurtenances, vested rights under any Planned Unit Development or Development of Regional Impact or other project, zoning, or land use approval, insurance policies, rights of action and other choses in action, corporate or other business records and books, computer records whether on tape, disc or otherwise stored (including software embedded therein), and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, schematics. In order to avoid any doubt or confusion, Bank of America does not foreclose on or otherwise acquire any rights of the "declarant" or the "developer" under: (i) any Declaration of Covenants, Conditions and Restrictions, Declaration of Condominium or other similar documents of the Reserve at Sanford Property including, but not limited to, the Reserve at Sanford Property Declaration; or (ii) Chapter 720, Florida Statutes, the rules and regulations promulgated thereunder, and/or the applicable case law construing same; provided, however, that the foregoing shall in no way detract from, limit or impair Plaintiff's (or any other foreclosure sale purchaser's) rights to the impact fee credits and other permits, approvals, licenses, utility reservations, rights to receive utility services, and all other governmentally or quasi-governmentally approved development rights and/or entitlements pertaining to the Reserve at Sanford Property.

The Land, Appurtenances, Improvements and Tangible Property are collectively referred to as the "Reserve at Sanford Property". The portion of the Reserve at Sanford Property encumbered by the Mortgage that from time to time consists of intangible personal property, except for the Rents, is called the "Intangible Property". The Reserve at Sanford Property, Rents, Intangible Property and any other property interests encumbered hereby are hereinafter referred to collectively as the "Collateral".

EXHIBIT E-1**LEGAL DESCRIPTION****RESERVE AT SANFORD, SEMINOLE COUNTY, FLORIDA**

Parcel 1: From the intersection of the East line of Section 10, Township 20 South, Range 30 East with the Southerly line of the Sanford Grant Line. Run N 63 degrees 50' 57" W 780.22 feet for a Point of Beginning, thence run N 00 degrees 48' 53.5" E parallel with the East line of said Section 10, 813.287 feet to a point on the Southerly boundary line of Hidden Lake Unit 1-C, according to the Plat thereof as recorded in Plat Book 17, Pages 55 and 56 of the Public Records of Seminole County, Florida; thence run along the Southerly and Westerly boundary lines of said Hidden Lake Unit 1-C as follows, N 89 degrees 11' 06.5" W 375.00 feet, North 415.00 feet, West 250.00 feet to a point on the centerline of Loch Low Drive, according to the Plat of said Hidden Lake Unit 1-C, thence run North 260.00 feet to the Northwestern corner of Block K of said Hidden Lake Unit 1-C, thence leaving the boundary of said Hidden Lake Unit 1-C run N 81 degrees 25' 52" W 417.39 feet, thence run S 00 degrees 44' 31.5" W 130.00 feet, thence run S 79 degrees 26' 50" E 411.38 feet, thence run South 88.34 feet to a point on a curve concave Northwesterly having a radius of 570.00 feet, a chord and chord bearing of 22.82 feet, S 64 degrees 39' 58" W, thence run Southwesterly along said curve through a central angle of 02 degrees 17' 37", 22.82 feet to the P.T., thence run S 65 degrees 48' 46" W 65.22 feet to the P.C. of a curve concave Southeasterly and having a radius of 325.22 feet, thence run Southwesterly along said curve through a central angle of 53 degrees 18' 23", 302.57 feet to the P.T., thence run S 12 degrees 30' 23" W 97.61 feet to the P.C. of a curve concave Easterly and having a radius of 628.43 feet, thence run Southerly along said curve through a central angle of 13 degrees 21' 35" 146.53 feet to the P.T.; thence run S 00 degrees 51' 12" E 164.59 feet to the P.C. of a curve concave Northwesterly and having a radius of 245.01 feet, thence run Southerly along said curve through a central angle of 46 degrees 51' 15", 200.36 feet to the P.T., thence run S 46 degrees 00' 03" W 382.45 feet to a point on the East right of way line of Sterling Pine Street, thence run S 00 degrees 48' 31" W, along said East right of way line, 142.28 feet; thence run S 89 degrees 18' 27" E, 200.00 feet; thence run N 00 degrees 48' 31" E 100.00 feet, thence run S 89 degrees 18' 27" E 461.75 feet, thence run S 00 degrees 48' 31" W 2.57 feet, thence run S 63 degrees 50' 57" E 80.67 feet, thence run N 26 degrees 09' 03" E 183.08 feet to a point on the Southerly line of the Sanford Grant line, thence run S 63 degrees 50' 57" E along said Grant line, 509.14 feet to the Point of Beginning.

The above described property is now described as RESERVE AT SANFORD TOWNHOMES, according to the plat thereof, recorded in Plat Book 71, Page 26, of the Public Records of Seminole County, Florida.

Together with a non-exclusive easement for ingress and egress over and across the property described as Parcels 2, 3 and 4, by the easement recorded in Official Records Book 1557, Page 1411, Public Records of Seminole County, Florida; described as follows:

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Parcel 2: The West 60 feet of the East 720 feet of the South 825.49 feet of the North 1/2 of Government Lot 2, Section 10, Township 20 South, Range 30 East.

Parcel 3: The West 60 feet of the East 720 feet of the South 1/2 of Government Lot 2, Section 10, Township 20 South, Range 30 East, lying South of Lot 23, Replat Groveview Village, First Addition, according to the plat thereof as recorded in Plat Book 26, Pages 4, 5 and 6, of the Public Records of Seminole County, Florida.

Parcel 4: The East 38 feet of Lots 20, 21, 22 and 23, Replat Groveview Village, First Addition, according to the plat thereof as recorded in Plat Book 26, Pages 4, 5 and 6, of the Public Records of Seminole County, Florida.

Parcel 5: An Easement ten feet in width and lying in the Greenbelt Area between Lots 19 and 20, Block C, Hidden Lake Unit 1-A, a subdivision, according to the plat thereof as recorded in Plat Book 17, Page 52, of the Public Records of Seminole County, Florida; with the centerline of said easement being the centerline for the Greenbelt Area. Said easement having been originally granted and conveyed in and subject to the terms of instrument recorded in Official Records Book 973, Page 39, of the Public Records of Seminole County, Florida.

Parcel 6: A 30 foot Easement paralleling and adjacent Southerly to the Sanford Grant Line, which commences at the NW corner of Government Lot 3, of Section 10, Township 20 South, Range 30 East, and runs Southerly parallel to said Grant Line 863 feet, thence widening to 60 feet and running due South to Lake Mary Boulevard.

Parcel 7: Together with a non exclusive easement for ingress and egress over and across the property described as Parcels 2, 3 and 4 by the easement recorded in Official Records Book 2180, Page 1413, Public Records of Seminole County, Florida;

Described as follows:

Commence at the Northeast corner of Government Lot 2, Section 10, Township 20 South, Range 30 East, Seminole County, Florida, thence run South 00 degrees 48 minutes 31 seconds West, along the East line of said Lot 2, a distance of 200.00 feet; thence run North 89 degrees 18 minutes 27 seconds West, 661.75 feet to the Point of Beginning; thence run North 89 degrees 37 minutes 52 seconds West, along the Northerly line of that certain property described in Official Records Book 1557, Page 1411 a distance of 58.23 feet; thence run North 38 degrees 8 minutes 28 seconds East, 53.98 feet; thence run South 89 degrees 37 minutes 52 seconds East, 25.00 feet; thence run South 00 degrees 48 minutes 31 seconds West, 42.28 feet to the Point of Beginning.

LESS and EXCEPT the following Lots in the plat of RESERVE AT SANFORD TOWNHOMES:

Common Area Tracts A, F and G, Retention Tracts C, D and E and Recreation Area Tract B.

EXHIBIT F

COLLATERAL DESCRIPTION FOR CASCADES AT GRAND LANDINGS

The real estate described in Exhibit F-1 (collectively, "Land" and/or "Cascades at Grand Landings Property"), together with:

(a) Appurtenances. The benefit of all tenements, hereditaments, easements and other rights of any nature whatsoever, if any, appurtenant to the Land or the Improvements (as defined below), or both, the benefit of all rights-of-way, strips and gores of land, streets, alleys, passages, drainage rights, sanitary sewer and potable water rights, storm water drainage rights, rights of ingress and egress to the Land and all adjoining property, and any improvements of the mortgagor now or hereafter located on any of such real property interests, water rights and powers, oil, gas, mineral and riparian and littoral rights, all extracted collateral produced from or allocated to the Land including, without limitation, oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom, and the proceeds thereof, whether now existing or hereafter arising, together with the reversion or reversions, remainder or remainders, rents, issues, incomes and profits of any of the foregoing (the "Appurtenances").

(b) Improvements. All buildings, structures, betterments and other improvements of any nature now or hereafter situated in whole or in part upon the Land or on the Appurtenances, regardless of whether physically affixed thereto or severed or capable of severance therefrom (the "Improvements").

(c) Tangible Property. All of the mortgagor's right, title and interest, if any, in and to all fixtures, equipment and tangible personal property of any nature whatsoever that is now or hereafter (i) attached or affixed to the Land, the Appurtenances, or the Improvements, or (ii) situated upon or about the Land, the Appurtenances and/or the Improvements, regardless of whether physically affixed thereto or severed or capable of severance therefrom, or (iii) used, regardless of where situated, if used, usable or intended to be used, in connection with any present or future use or operation of or upon the Land. The foregoing includes: all goods and inventory, all heating, air conditioning, lighting, incinerating and power equipment; all engines, compressors, pipes, pumps, tanks, motors, conduits, wiring, and switchboards; all plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications and public address apparatus; all stoves, ovens, ranges, disposal units, dishwashers, water heaters, exhaust systems, refrigerators, cabinets, and partitions; all rugs, draperies and carpets; all laundry equipment; all building materials; all furniture (including, without limitation, any outdoor furniture), furnishings, office equipment and office supplies (including furniture, furnishings or office equipment in units used as models or sales offices); and all additions, accessions, renewals, replacements and substitutions of any or all of the foregoing to the extent located on the Land. The property interests encumbered and described by this paragraph are called the "Tangible Property".

(d) Rents. All rents, issues, incomes and profits in any manner arising from the Land, Improvements, Appurtenances or Tangible Property, or any combination thereof, including the mortgagor's interest in and to all leases of whatsoever kind or nature, licenses, franchises and concessions of or relating to all or any portion of the Land, Appurtenances, Improvements or Tangible Property, or the operation thereof, whether now existing or hereafter made, including all amendments, modifications, replacements, substitutions, extensions, renewals or consolidations thereof. The property interests encumbered and described in this subparagraph are called the "Rents".

(e) Secondary Financing. All of the mortgagor's right, power or privilege to further encumber any of the Collateral (as defined below).

(f) Proceeds. All proceeds of the conversion, voluntary or involuntary, of any of the property encumbered by the Mortgage into cash or other liquidated claims, or that are otherwise payable for injury to or the taking or requisitioning of any such property, including all judgments, settlements and insurance and condemnation proceeds as provided in the Mortgage.

(g) Contract Rights. All of the mortgagor's right, title and interest in and to any and all contracts or leases, written or oral, express or implied, now existing or hereafter entered into or arising, in any matter related to the improvement, use, operation, sale, conversion or other disposition of any interest in the Land, Appurtenances, Improvements, Tangible Property or the Rents, or any combination thereof, including all tenant leases, sales contracts, reservation deposit agreements, any and all deposits, prepaid items, and payments due and to become due thereunder; and including, without limitation, contract pertaining to maintenance, on-site security service, elevator maintenance, landscaping services, building or project management, marketing, leasing, sales and janitorial services; the mortgagor's interests as lessee in equipment leases, including telecommunications, computers, vending machines, model furniture, televisions, laundry equipment; and mortgagor's interests in construction contracts or documents (including architectural drawings and plans and specifications relating to the Improvements), service contracts, use and access agreements, advertising contract and purchase orders. The property interests encumbered and described in this paragraph are called the "Contract Rights". Notwithstanding the foregoing, the mortgagee will not be bound by any of the mortgagor's obligations under any of the foregoing contracts unless and until the mortgagee elects to assume any of such contracts or leases in writing.

(h) Name. All right, title and interest of the mortgagor in and to all trade names, project names, logos, service marks, trademarks, goodwill, and slogans now or hereafter used in connection with the operation of the Cascades at Grand Landings Property other than the name "Levitt", "Levitt and Sons" or "Cascades".

(i) Other Intangibles. All contract rights, commissions, money, deposits, certificates of deposit, letter of credit rights (whether or not the letter of credit is evidenced by a writing), all commercial tort claims the mortgagor now has or hereafter acquires relating to the Cascades at Grand Landings Property, promissory notes and documents (whether tangible or electronic), any account or deposit account from which the mortgagor may from time to time authorize the mortgagee to debit and/or credit payments due with respect to the Loan or any Swap Transaction, all rights to the payment of money from Bank under any Swap Transaction,

all instruments, chattel paper, accounts and proceeds, and general intangibles [as such terms from time to time are defined in the Uniform Commercial Code as adopted by the State of Florida (the "Uniform Commercial Code")], in any manner related to the construction, use, operation, sale, conversion or other disposition (voluntary or involuntary) of the Land, Appurtenances, Improvements, Tangible Property or Rents, including all construction plans and specifications, architectural plans, engineering plans and specifications, permits, governmental or quasi-governmental approvals, licenses, utility reservations and rights to receive utility services and all rights to and under fees or charges paid by or credits granted to the mortgagor or on its behalf in connection with the Land, Improvements and Appurtenances, vested rights under any Planned Unit Development or Development of Regional Impact or other project, zoning, or land use approval, insurance policies, rights of action and other choses in action, corporate or other business records and books, computer records whether on tape, disc or otherwise stored (including software embedded therein), and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, schematics. In order to avoid any doubt or confusion, Bank of America does not foreclose on or otherwise acquire any rights of the "declarant" or the "developer" under: (i) any Declaration of Covenants, Conditions and Restrictions, Declaration of Condominium or other similar documents of the Cascades at Grand Landings Property including, but not limited to, the Cascades at Grand Landings Property Declaration; or (ii) Chapter 720, Florida Statutes, the rules and regulations promulgated thereunder, and/or the applicable case law construing same; provided, however, that the foregoing shall in no way detract from, limit or impair Plaintiff's (or any other foreclosure sale purchaser's) rights to the impact fee credits and other permits, approvals, licenses, utility reservations, rights to receive utility services, and all other governmentally or quasi-governmentally approved development rights and/or entitlements pertaining to the Cascades at Grand Landings Property.

The Land, Appurtenances, Improvements and Tangible Property are collectively referred to as the "Cascades at Grand Landings Property". The portion of the Cascades at Grand Landings Property encumbered by the Mortgage that from time to time consists of intangible personal property, except for the Rents, is called the "Intangible Property". The Cascades at Grand Landings Property, Rents, Intangible Property and any other property interests encumbered hereby are hereinafter referred to collectively as the "Collateral".

EXHIBIT F-1**LEGAL DESCRIPTION****CASCADES AT GRAND LANDINGS, FLAGLER COUNTY**

A PART OF GOVERNMENT SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 32; THENCE SOUTH 00°45'50" WEST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 54°30'21" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°42'22" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 444.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°59'15" WEST AND A CHORD DISTANCE OF 334.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°13'09" WEST, A DISTANCE OF 26.42 FEET; THENCE NORTH 03°30'47" EAST, A DISTANCE OF 112.57 FEET; THENCE NORTH 36°11'00" WEST, A DISTANCE OF 131.13 FEET; THENCE NORTH 59°28'43" EAST, A DISTANCE OF 82.30 FEET; THENCE NORTH 28°33'26" EAST, A DISTANCE OF 137.09 FEET; THENCE NORTH 66°49'26" EAST, A DISTANCE OF 38.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°05'15" WEST AND A CHORD DISTANCE OF 140.48 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°53'15" WEST, A DISTANCE OF 132.81 FEET; THENCE NORTH 83°44'41" WEST, A DISTANCE OF 162.45 FEET; THENCE NORTH 17°06'30" WEST, A DISTANCE OF 292.28 FEET; THENCE NORTH 14°47'18" EAST, A DISTANCE OF 47.30 FEET; THENCE SOUTH 85°17'37" EAST, A DISTANCE OF 136.71 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 15.52 FEET; THENCE SOUTH 18°34'29" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 71°25'31" EAST, A DISTANCE OF 100.68 FEET; THENCE NORTH 21°33'01" WEST, A DISTANCE OF 82.53 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 66.95 FEET; THENCE NORTH 41°21'12" EAST, A DISTANCE OF 40.07 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 320.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°54'34" WEST AND A CHORD DISTANCE OF 212.64 FEET TO THE END OF SAID

CURVE; THENCE SOUTH 87°01'59" WEST, A DISTANCE OF 48.33 FEET; THENCE SOUTH 70°29'11" WEST, A DISTANCE OF 72.33 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'27" WEST AND A CHORD DISTANCE OF 349.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 42°24'06" WEST, A DISTANCE OF 51.18 FEET; THENCE NORTH 00°06'49" WEST, A DISTANCE OF 99.39 FEET; THENCE NORTH 26°40'30" EAST, A DISTANCE OF 70.76 FEET; THENCE NORTH 12°17'04" EAST, A DISTANCE OF 84.43 FEET; THENCE NORTH 23°30'30" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 66°15'40" EAST, A DISTANCE OF 103.83 FEET; THENCE NORTH 86°49'06" EAST, A DISTANCE OF 114.78 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1183.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°19'07" WEST AND A CHORD DISTANCE OF 164.37 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°37'07" WEST AND A CHORD DISTANCE OF 85.33 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°26'59" WEST AND A CHORD DISTANCE OF 51.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°58'47" WEST, A DISTANCE OF 67.38 FEET; THENCE NORTH 03°17'29" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 79°50'54" WEST, A DISTANCE OF 36.99 FEET; THENCE SOUTH 78°44'40" WEST, A DISTANCE OF 70.73 FEET; THENCE NORTH 15°30'24" WEST, A DISTANCE OF 133.32 FEET; THENCE NORTH 42°05'59" WEST, A DISTANCE OF 75.46 FEET; THENCE NORTH 49°14'06" EAST, A DISTANCE OF 113.35 FEET; THENCE NORTH 06°24'03" EAST, A DISTANCE OF 75.63 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 151.75 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 520.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°06'01" WEST AND A CHORD DISTANCE OF 116.00 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 692.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 298.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°21'24" WEST AND A CHORD DISTANCE OF 295.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 71°59'00" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 582.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°48'41" WEST AND A CHORD DISTANCE OF 85.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1214.67 FEET;. THENCE

NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°51'33" WEST AND A CHORD DISTANCE OF 53.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'40" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 507.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°56'54" WEST AND A CHORD DISTANCE OF 338.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°41'42" WEST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 69°27'08" WEST, A DISTANCE OF 39.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 855.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°08'36" WEST AND A CHORD DISTANCE OF 187.91 FEET TO THE END OF SAID CURVE; THENCE SOUTH 58°53'20" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 31°30'01" WEST, A DISTANCE OF 97.29 FEET; THENCE SOUTH 72°01'17" WEST, A DISTANCE OF 73.49 FEET; THENCE SOUTH 53°56'11" WEST, A DISTANCE OF 170.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°12'02" WEST AND A CHORD DISTANCE OF 13.83 FEET TO THE END OF SAID CURVE; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 66.83 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 222.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°05'51" WEST AND A CHORD DISTANCE OF 66.66 FEET TO THE END OF SAID CURVE; THENCE SOUTH 44°42'49" EAST, A DISTANCE OF 38.23 FEET; THENCE SOUTH 04°24'29" EAST, A DISTANCE OF 57.39 FEET; THENCE SOUTH 23°08'51" WEST, A DISTANCE OF 157.59 FEET; THENCE SOUTH 84°09'56" WEST, A DISTANCE OF 88.02 FEET; THENCE NORTH 76°31'00" WEST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 33°00'24" WEST, A DISTANCE OF 153.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 969.48 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 492.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°26'42" WEST AND A CHORD DISTANCE OF 487.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 387.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°43'25" WEST AND A CHORD DISTANCE OF 309.01 FEET TO THE END OF SAID CURVE; THENCE NORTH 53°04'12" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH

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15°26'03" EAST AND A CHORD DISTANCE OF 95.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°14'25" EAST, A DISTANCE OF 35.46 FEET; THENCE NORTH 73°12'35" WEST, A DISTANCE OF 104.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 165.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 146.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°21'53" WEST AND A CHORD DISTANCE OF 141.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°56'21" WEST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1135.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°09'11" WEST AND A CHORD DISTANCE OF 36.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°37'58" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1230.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°39'57" WEST AND A CHORD DISTANCE OF 201.67 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°17'05" EAST, A DISTANCE OF 46.94 FEET; THENCE SOUTH 14°59'46" WEST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 12°20'37" EAST, A DISTANCE OF 15.93 FEET; THENCE SOUTH 46°22'21" EAST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 01°00'31" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 86°42'07" EAST, A DISTANCE OF 144.98 FEET; THENCE NORTH 41°20'41" EAST, A DISTANCE OF 36.82 FEET; THENCE SOUTH 70°48'37" EAST, A DISTANCE OF 121.06 FEET; THENCE SOUTH 02°33'13" WEST, A DISTANCE OF 60.02 FEET; THENCE SOUTH 36°07'13" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 57°06'19" WEST, A DISTANCE OF 156.83 FEET; THENCE NORTH 33°12'18" EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH 86°42'07" WEST, A DISTANCE OF 131.46 FEET; THENCE SOUTH 24°24'44" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 87°51'56" WEST, A DISTANCE OF 63.67 FEET; THENCE NORTH 13°11'13" WEST, A DISTANCE OF 74.87 FEET; THENCE NORTH 57°11'17" WEST, A DISTANCE OF 83.28 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°39'19" WEST AND A CHORD DISTANCE OF 97.55 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 220.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°05'32" WEST AND A CHORD DISTANCE OF 205.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°57'21" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 59°29'11" EAST, A DISTANCE OF 88.23 FEET; THENCE NORTH 23°08'02" EAST, A DISTANCE OF 139.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°45'33" EAST AND A CHORD DISTANCE OF 121.28 FEET TO THE POINT OF REVERSE CURVE OF A

CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1520.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°14'55" EAST AND A CHORD DISTANCE OF 218.06 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°36'42" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1415.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'49" EAST AND A CHORD DISTANCE OF 38.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°56'21" EAST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°15'21" EAST AND A CHORD DISTANCE OF 100.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°25'38" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 345.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°33'56" EAST AND A CHORD DISTANCE OF 153.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 25°17'37" EAST, A DISTANCE OF 11.36 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 779.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 710.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°04'25" WEST AND A CHORD DISTANCE OF 686.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'32" EAST AND A CHORD DISTANCE OF 196.41 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°07'39" WEST, A DISTANCE OF 30.37 FEET; THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 307.76 FEET; THENCE SOUTH 69°45'47" WEST, A DISTANCE OF 200.04 FEET; THENCE SOUTH 49°59'01" WEST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 36°16'26" WEST, A DISTANCE OF 171.87 FEET; THENCE NORTH 87°01'20" WEST, A DISTANCE OF 167.32 FEET; THENCE NORTH 12°41'32" WEST, A DISTANCE OF 111.63 FEET; THENCE NORTH 17°24'53" EAST, A DISTANCE OF 146.82 FEET; THENCE NORTH 16°21'20" WEST, A DISTANCE OF 67.14 FEET; THENCE NORTH 42°05'14" WEST, A DISTANCE OF 101.85 FEET; THENCE NORTH 07°04'46" EAST, A DISTANCE OF 147.63 FEET; THENCE NORTH 18°27'49" EAST, A DISTANCE OF 237.18 FEET; THENCE SOUTH 73°05'38" EAST, A DISTANCE OF 76.78 FEET; THENCE SOUTH 44°03'10" EAST, A DISTANCE OF 292.20 FEET; THENCE SOUTH 28°55'57" EAST, A DISTANCE OF 299.86 FEET; THENCE NORTH 89°16'24" EAST, A DISTANCE OF 370.38 FEET; THENCE SOUTH 56°07'39" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°59'29" EAST AND A CHORD DISTANCE OF 83.86 FEET TO THE POINT OF REVERSE CURVE OF A CURVE,

CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°39'56" EAST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.80 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°01'07" EAST AND A CHORD DISTANCE OF 298.93 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 508.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°54'27" EAST AND A CHORD DISTANCE OF 255.35 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°45'08" EAST AND A CHORD DISTANCE OF 61.20 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 270.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°27'11" EAST AND A CHORD DISTANCE OF 242.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°51'24" EAST, A DISTANCE OF 127.75 FEET; THENCE NORTH 70°28'33" EAST, A DISTANCE OF 236.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 115.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°35'43" EAST AND A CHORD DISTANCE OF 27.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°17'07" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°19'32" EAST AND A CHORD DISTANCE OF 6.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 24.79 FEET; THENCE NORTH 36°03'49" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 179.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 280.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°41'40" EAST AND A CHORD DISTANCE OF 279.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°27'08" EAST, A DISTANCE OF 28.57 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°37'38" WEST AND A CHORD DISTANCE OF 223.72 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC

DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°44'46" WEST AND A CHORD DISTANCE OF 77.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 1262.18 FEET; THENCE NORTH 74°58'14" EAST, A DISTANCE OF 1393.40 FEET; THENCE SOUTH 08°33'17" EAST, A DISTANCE OF 1204.63 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 231.71 FEET; THENCE . SOUTH 19°36'50" WEST, A DISTANCE OF 119.80 FEET; THENCE SOUTH 23°03'10" EAST, A DISTANCE OF 266.90 FEET; THENCE NORTH 61°27'01" EAST, A DISTANCE OF 72.25 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 24°44'50" EAST, A DISTANCE OF 109.86 FEET; THENCE SOUTH 02°50'42" EAST, A DISTANCE OF 443.43 FEET; THENCE SOUTH 38°46'38" EAST, A DISTANCE OF 155.36 FEET; THENCE SOUTH 05°31'05" EAST, A DISTANCE OF 521.33 FEET; THENCE NORTH 73°59'21" EAST, A DISTANCE OF 259.08 FEET; THENCE NORTH 30°18'30" EAST, A DISTANCE OF 338.21 FEET; THENCE NORTH 56°02'13" EAST, A DISTANCE OF 256.60 FEET; THENCE NORTH 17°18'02" WEST, A DISTANCE OF 245.64 FEET; THENCE NORTH 87°58'47" WEST, A DISTANCE OF 188.15 FEET; THENCE NORTH 43°23'44" WEST, A DISTANCE OF 70.31 FEET; THENCE NORTH 15°25'25" EAST, A DISTANCE OF 131.43 FEET; THENCE NORTH 08°57'10" WEST, A DISTANCE OF 221.74 FEET; THENCE NORTH 87°20'40" EAST, A DISTANCE OF 215.08 FEET; THENCE SOUTH 61°08'13" EAST, A DISTANCE OF 365.39 FEET; THENCE NORTH 12°27'20" WEST, A DISTANCE OF 282.17 FEET; THENCE NORTH 22°28'43" EAST, A DISTANCE OF 424.41 FEET; THENCE NORTH 28°35'48" WEST, A DISTANCE OF 795.82 FEET; THENCE SOUTH 54°59'59" WEST, A DISTANCE OF 426.05 FEET; THENCE SOUTH 17°21'11" EAST, A DISTANCE OF 363.39 FEET; THENCE SOUTH 27°42'03" EAST, A DISTANCE OF 252.43 FEET; THENCE SOUTH 43°50'42" EAST, A DISTANCE OF 194.13 FEET; THENCE SOUTH 03°24'22" WEST, A DISTANCE OF 68.13 FEET; THENCE SOUTH 89°33'00" WEST, A DISTANCE OF 376.08 FEET; THENCE NORTH 40°54'31" WEST, A DISTANCE OF 373.09 FEET; THENCE NORTH 07°01'37" WEST, A DISTANCE OF 373.59 FEET; THENCE NORTH 27°35'02" EAST, A DISTANCE OF 477.92 FEET; THENCE NORTH 83°09'02" WEST, A DISTANCE OF 296.11 FEET; THENCE NORTH 39°33'00" WEST, A DISTANCE OF 205.29 FEET; THENCE NORTH 16°56'05" EAST, A DISTANCE OF 492.36 FEET; THENCE NORTH 75°07'44" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 24°13'34" EAST, A DISTANCE OF 1824.65 FEET; THENCE SOUTH 03°31'05" EAST, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE NORTH 06°32'52" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE NORTH 74°26'31" WEST, A DISTANCE OF 350.75 FEET; THENCE SOUTH 89°59'26" WEST, A DISTANCE OF 1033.69 FEET; THENCE SOUTH 00°00'34" EAST, A DISTANCE OF 1283.56 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY

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LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°22'48" WEST AND A CHORD DISTANCE OF 339.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°30'21" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

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AUG 13 2009

Mary Mello