

M E M O R A N D U M

October 27, 2000

RECEIVED-FPSC

00 OCT 27 PM 3:39

RECORDS AND
REPORTING

TO: DIVISION OF RECORDS AND REPORTING

FROM: DIVISION OF LEGAL SERVICES (CROSBY)

RE: DOCKET NO. 971185-WS - APPLICATION FOR ORIGINAL
CERTIFICATES FOR AN EXISTING UTILITY PROVIDING WATER AND
WASTEWATER SERVICE IN POLK COUNTY BY NEW RIVER RANCH,
L.C. d/b/a RIVER RANCH

Attached is a handwritten memo dated October 25, 2000, from Ellen Avery-Smith, Esquire, Foley & Lardner, transmitting copies of all documents pertaining to the appointment of a receiver for New River Ranch, L.C. d/b/a River Ranch. **PLEASE PLACE THIS INFORMATION IN THE ABOVE-REFERENCED DOCKET FILE.** Thanks.

ALC

Attachments

cc: Division of Regulatory Oversight (Messer, Redemann)

APP _____
CAF _____
CMP _____
COM _____
CTR _____
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LEG _____
OPC _____
PAI _____
RGO _____
SEC | _____
SER _____
OTH _____

DOCUMENT NUMBER-DATE

13858 OCT 27 8

FPSC-RECORDS/REPORTING

ELLEN AVERY-SMITH, ESQ.

Foley & Lardner

111 N. Orange Ave., Suite 1800, Post Office Box 2193

Orlando, Florida 32802-2193

Tel. (407) 423-7656 Fax (407) 648-1743

Email Address: eavery-smith@foleylaw.com

To: Alice Crosley, Esq.

Date: 10/25/06

Florida Public Service Com.

Dear Alice,

Enclosed herein are all documents pertaining to the appointment of a receiver for River Ranch. Please let me know if you need additional information.

Ellen



occupancy, use, sale, operation, management, or license of services; food; goods; equipment; residential dwelling units, condominiums or lots; motel, lodge or hotel rooms; the marina and boat slips; stores; restaurants; the airport; golf courses and pro shop; convention centers; and meeting rooms located on or adjacent to the real property portion of the Collateral (collectively, the "Proceeds"). The Collateral is operated by the Borrower under the trade name River Ranch Resort.

2. The portion of the Motion seeking appointment of a receiver is hereby, GRANTED, pursuant to Rule 1.610, Florida Rules of Civil Procedure, the Loan Documents and Florida law. The Joint Stipulation Authorizing Order Appointing Receiver and Entry of Foreclosure Judgment is amended to reflect the consent in open court of counsel thereto the entry of this Order.

3. Andrew J. Bolnick, who is qualified and independent, shall be and is hereby appointed receiver (the "Receiver") of the Collateral for the purpose of accounting for, protecting, preserving, maintaining, operating and managing the Collateral and all agreements, contracts, leases, and other necessary aspects and matters concerning the Collateral as authorized below in paragraph 6 (the "Powers"), and for such other purposes consented to in writing by the Bank or subsequently expressly authorized by the Court (the "Additional Powers").

4. The Receiver shall promptly file an Oath of Receiver with this Court whereby the Receiver shall undertake to fully and faithfully perform his duties as Receiver.

5. The Receiver shall obtain a cash bond or surety bond in the amount of \$300,000.00 to be provided by a corporate surety in the customary form guaranteeing performance by the Receiver of the duties and obligations of the office of his receivership as described in this Order. To the extent sufficient Proceeds are unavailable, the Bank may pay for

or reimburse the Receiver for the cost of the bond and said advance by the Bank shall be deemed an administrative expense subject to priority repayment to the Bank from the operations of the Collateral as soon as Proceeds are available to satisfy the advance, and the Bank requests repayment, or if no Proceeds are available, then repaid pursuant to paragraph 11 of this Order. Such an advance also shall be secured by a first lien on the Collateral and shall be treated as if funded pursuant to Receiver's Certificates. Moreover, the bond shall provide coverage to the Bank and to the Borrower and other parties as their respective interests may appear for losses due to wrongful acts or omissions of the Receiver, his agents, servants, employees, and representatives. The bond shall be submitted to the Clerk of this Court for approval within seven (7) business days from the entry of this Order. In the event the bond is not posted within the time period set forth above and the time for posting has not been extended by the Court, the appointment of receiver herein shall become null and void and the Court shall enter another Order in the form hereof, appointing another Receiver approved by the Bank and acceptable to the Court. The new Receiver shall comply with the terms hereof, including posting the bond in the stated amount within seven (7) business days of entry of the Order, on the same terms and conditions set forth herein. If an appointment becomes null and void, the Receiver shall place any security or other deposits it holds and any funds in the operating accounts into separate accounts with the Registry of the Court, where they shall remain until a successor Receiver is appointed by order or until further order of this Court.

6. The Receiver shall be and is hereby authorized to do the following in connection with his Powers:

a. Enter upon, receive, recover and take complete and entire exclusive possession, and control and management of the Collateral including the Proceeds,

security, utility or other deposits relating to the Collateral, and all contracts, agreements, leases and matters pertaining thereto;

b. Collect all Proceeds acquired hereafter and collect and pay any sales, excise or tourist tax which became due hereafter under leases or agreements or due upon the sale of goods or services provided by the Receiver after the date of this Order;

c. Obtain and retain custody of all the Collateral and records and documents pertaining thereto until further Order of this Court; provided, however, he shall make them available for review and inspection to the parties upon reasonable prior written notice;

d. Preserve, operate, protect, repair, manage and maintain the Collateral to avoid waste thereto;

e. Hire the management company Janus Hotels and Resorts, Inc. c/o James E. Bishop (the "Management Company") to manage the day-to-day operations involving the Collateral, including but not limited to accounting functions;

f. All of the foregoing matters are subject and subordinate to the Bank's liens, rights and remedies under the Loan Documents, Chapter 679, Florida Statutes, and other laws and to any similar rights of the other mortgagees;

g. Deal and communicate with any governmental agency that has issued a license to the Borrower, including but not limited to alcoholic beverage, occupational, restaurant, health, and water and sewer licenses, and such agencies are authorized to deal and communicate with the Receiver with respect to all aspects of such licenses.

7. The Receiver shall have and is hereby given all the usual, customary, necessary and incidental authority and powers of a receiver for the purposes of executing and implementing

the Powers, and, if applicable, Additional Powers; provided however, that any action or decision taken by the Receiver beyond the Powers or Additional Powers is subject to the prior, written approval of the Bank or approval of the Court. Except as expressly authorized herein, the Receiver shall not encumber, or except in the ordinary course, dispose of or transfer any of the Collateral without the express written consent of the Bank and approval of the Court after notice and hearing.

8. The Receiver is hereby authorized and empowered to and shall keep in effect or obtain in the appropriate amounts (as approved by the Bank or the Court) fire, flood and extended coverage, casualty, property damage and liability insurance on the Property, and the Receiver and the Bank (and any other consensual mortgagees which so request it) shall be named as additional insureds on all such insurance policies.

9. The Receiver shall pay all the reasonable necessary and ordinary expenses relating to the Collateral in order to carry out his Powers or Additional Powers but only to the extent incurred by him. However, with the express written consent of the Bank or, if in the reasonable opinion of the Receiver after consulting with the Bank, the failure to pay unpaid expenses incurred by the Borrower for trade goods or ordinary course services will preclude him from obtaining goods or services critically necessary to protect and preserve the Collateral and such goods or services cannot be replaced, the Receiver may pay all or a portion of said unpaid expenses.

10. The individual duties and obligations of Walter C. Shepard, Jr. in the Order Granting Plaintiff's Motion to Enforce Assignment of Rents, Leases and Other Agreements and Sequester Accounts and Other Revenues dated January 31, 2000, (the "Sequestration Order") are

not affected by this Order. The Receiver shall not be bound by the Budgets attached to the Sequestration Order.

11. Subject to the written consent of the Bank, the Receiver may obtain, after first utilizing any Proceeds authorized to be expended by this Order, additional funds necessary to execute his Powers or Additional Powers from the Bank by issuing receiver's certificates to the Bank (the "Receiver Certificates"), which shall have an interest rate equal to the non-default note under the Loan Documents. Without approval of the Court upon notice and hearing (the Receiver or Bank may seek emergency relief if reasonable under the circumstances), the aggregate amount of the Receiver's Certificates issued by the Receiver shall not exceed \$250,000. The Receiver Certificates shall be recorded by the Receiver and shall constitute a priority first lien on the Collateral superior to all other liens on the Collateral and shall be paid first from Proceeds (to the extent available) existing after payment of the expenses authorized by this Order, and, if necessary, from the sale or refinancing of the Collateral, including any foreclosure sale. Except as approved by the Bank in writing, any outstanding Receiver Certificates shall be paid (in whole or in part) as soon as there are sufficient Proceeds to pay the same without materially and adversely affecting the Collateral. This may be monthly or on another periodic basis. In any event, the Receiver Certificates and all sums due thereon shall mature no later than the business day immediately prior to the day of the foreclosure sale of the Collateral or six (6) months from issuance, whichever is earlier. If the Receiver Certificates are not paid when due, the Bank shall have the right to foreclose its lien pursuant to the Receiver Certificates in the Collateral as part of this action by including the amount due in any foreclosure judgment entered by the Court.

12. If prior, written approval is received from the Bank or the Court, the Receiver may employ such professional agents, accountants and attorneys as may be reasonably necessary to enable the Receiver to execute his Powers or Additional Powers.

13. The Receiver shall prepare and file with the Court, as provided in Rule 1.620, Florida Rules of Civil Procedure, a true and complete inventory, under oath, of all the Collateral, and proceeds therefrom, of which the Receiver is hereby given custody and possession.

14. The Receiver is directed to prepare on or before the fifteenth (15th) of every month commencing March 15, 2000, so long as the Collateral (including Proceeds) shall remain in the Receiver's possession, custody, and care, a full and complete report (including profit and loss statement with year-to-date figures) as to the prior month's operations, assets, collections and disbursements as required by Rule 1.620, Florida Rules of Civil Procedure. At the same time, the Receiver shall report to the parties all changes during the reporting period in the assets and liabilities and operations, including checking account balances, escrow balances, cash flow position, profit and loss and balance sheet positions, guests, tenants, or licensees that occupy or reside on any portion of the real property portion of the Collateral. The Receiver also shall provide to the parties a monthly status report of any receipts and deposits and a property condition report. The Receiver shall file such reports with the Clerk of the Court and shall serve a copy of each report upon counsel for the Bank and upon the Borrower and any other parties. Upon request by the Bank or other mortgagees, the Receiver shall provide or make available all documentation reasonably requested which explains the reports and information required to be provided under this Order, and the Receiver shall permit access to the Collateral by the Bank, Borrower or other mortgagees or their agents and consultants and upon twenty-four (24) hour

prior notice; provided, however, they shall not interfere with the Receiver's operation, possession and management of the Collateral authorized under this Order.

15. The Borrowers, Walter C. Shepard, Jr. and Brian W. Sparks and their agents, representatives, employees, partners, and officers are hereby directed and ordered to turnover and deliver to the Receiver immediately after entry of this Order (a) the Collateral and all deposits, escrow or security deposits, utility deposits (or agree to their assignment), bank or other deposits relating to the Collateral, cash, checks, and all Proceeds which are or may come into the Borrower's or their agents or employees' possession; (b), all books, records (including but not limited to financial statements, maintenance reports, invoices, balance sheets, rent rolls, customer lists, notes, mortgages and security agreements, agreements, check registers, bank statements, ledgers, journals, checks, notices, correspondence, invoices, contracts and leases), the Borrower's corporate book and any minutes, and such other items and documents as are determined necessary by the Receiver to carry out the terms of this Order or his Powers; and (c) all keys relating to the Collateral. Brian W. Sparks, Walter C. Shepard, and all employees of the Borrower shall not remove any of the foregoing from the premises which is part of the Collateral and shall obtain and return thereto any of the foregoing documents which are located at their homes, other places of business, or anywhere else. The employees, agents, officers and representatives of the Borrower currently working at the River Ranch Resort shall be subject to the direction and authority of the Receiver except as otherwise required by law; however, the Receiver shall have the right to retain or discharge said persons or alter their compensation and benefits with or without notice as he determines in his sole and absolute discretion, subject only to any employee termination requirements or conditions imposed by law, if any. However, until at least March 31, 2000, the Receiver agrees (a) not to sell or dispose of any of the Collateral and

(b) to retain the current employees of the Borrower (excluding Brian W. Sparks, Walter C. Shepard, Jr., Max Cawal, or Brian Hollingsworth or anyone related to them by blood or marriage); provided, however, the Receiver may refuse to rehire or terminate any employee for cause during this time frame if he or she refuses or fails to carry out the directions or instructions of the Receiver or any employee of the Management Company designated by the Receiver.

16. The Receiver shall maintain a bank account at a federally insured institution (which may include the Bank) in the name of the Receiver in which shall be deposited all Proceeds received by the Receiver and from which the Receiver shall pay the expenses authorized to be incurred under this Order.

17. The Receiver shall be entitled to be paid each month a receiver fee of the greater of 2.0% of gross collections of the Collateral or \$4,000.00 plus ordinary out-of-pocket expenses such as telephone, postage, and gas (the "Receiver Fee"). The Management Company shall be entitled to be paid each month a management fee of the greater of 2.0% of gross collections of the Collateral or \$4,000.00 plus ordinary out-of-pocket expenses such as telephone, postage, and gas (the "Management Fee"). The Receiver shall file and serve an accounting of his time expended and services rendered as part of his monthly report which shall be subject to review and bona fide objection by the parties. Subject to its right to object, the Bank shall be responsible for the payment of the Receiver Fee to the extent the Proceeds are insufficient to pay the same. Any such sums advanced by the Bank shall be allowed as an administrative priority expense and be secured by a first lien in the Collateral and shall be treated as if funded pursuant to Receiver's Certificates.

18. During the receivership, any amounts remaining each month beyond funds necessary to execute the Powers and, if applicable, the Additional Powers and pay the expenses

authorized to be incurred by this Order, and payment of the Receiver Fee and Management Fee with the exception of maintaining an aggregate reserve of \$2,500.00, shall be paid on the fifteenth (15th) of each month, commencing March 15, 2000, to the Bank, c/o John D'Errico, The Forum, Suite 4B, 1675 Palm Beach Lakes Blvd., West Palm Beach, Florida 33401, to be applied first to (a) any sums due for advances made under this Order and under any Receiver Certificates; and, then (b) the outstanding indebtedness due to the Bank as provided in the applicable Loan Documents. However, any sums paid to the Bank pursuant to this Order shall not in any way affect, waive or alter the Bank's rights under the applicable Loan Documents, including the right to foreclose its lien on the Collateral or other collateral pledged or other property provided or available to secure and satisfy the Loan. Any sums remaining after payments to the Bank or authorized by this Order shall be disbursed only as directed by further order of this Court.

19. The Borrower, and any of its agents, employees, officers, directors, or representatives are hereby enjoined and prohibited from interfering with any of the Receiver's duties and authority set forth herein, including the Powers or Additional Powers, or the duties of the Management Company and they agree to fully comply with the orders of the Court and instructions and directions of the Receiver, including executing documents and providing information. Subject to the foregoing limitations and requirements and the requirement that he is precluded from giving or attempting to give instructions or direction to any person working under the direction of the Receiver (including any employee that worked for the Borrower) and so long as the Receiver, a representative of the Management Company, or an employee designated by the Receiver is present on the real property which is part of the Collateral, Brian W. Sparks may until March 31, 2000: (a) come onto the resort premises; (b) during normal

business hours, have exclusive use his office and non-exclusive use of the conference room located at the "Lodge" (The exclusive use by Mr. Sparks herein shall not limit the right of the Receiver or a representative of the Management Company to enter said office to carry out their duties and responsibilities under this Order Appointing Receiver and his use of the conference room is subordinate to the legitimate needs of the Receiver); and (c) have access to the common areas and amenities of the River Ranch Resort, each of above items (a)-(c) being solely for purposes of complying with the terms of this Order, fulfilling the directions of the Receiver or the Management Company, or negotiating a possible sale or re-financing of the Collateral or other financial arrangement to satisfy the indebtedness secured by the Collateral.

20. The Receiver shall, during the pendency of this action, have the right to apply to this Court for further instructions or direction, and this Court reserves jurisdiction to enforce and modify the terms of this Order.

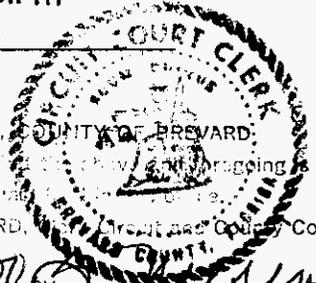
21. This Order is without prejudice to the rights, if any, of the subordinate mortgage holders (a) against the Borrower, Brian W. Sparks, or Alan C. Shepard or (b) to raise as to the Bank whatever rights they may have and vice versa; provided, however, such rights, if any, of the subordinate mortgage holders shall not affect any rights granted to the Bank pursuant to this Order or the Sequestration Order, except First Capital Services, Inc. retains the right to assert that it has not waived any objection it had to the Bank's right to receive payment from the Borrower under the Sequestration Order.

DONE and ORDERED at Viera, Brevard County, Florida, this 28th day of February 2000.

Original Signed By
George W. Maxwell III
Circuit Judge

Circuit Judge

STATE OF FLORIDA, COUNTY OF BREVARD,
I HEREBY CERTIFY that the foregoing is a
true copy of the original.
SANDY CRAWFORD, Circuit and County Court
CLERK



DATED 2/28/00 [Signature]

cc: Mark Wolfson, Esquire
Andrew J. Bolnick, Receiver
Brian Mark, Esquire
Peter Hill, Esquire
Walter C. Shepard, Jr.
Brian W. Sparks
River Ranch American Resorts, Inc.
James N. Powell, Esquire
Tom Jennings, Esquire, for New River Ranch L.C.
Howard DuBosar, Esquire
State of Florida, Department of Revenue
State of Florida, Division of Unemployment Compensation
Lakeland Ledger

Return to:

Mark J. WOLFSON, Esquire
Foley & Lardner
100 North Tampa, Suite 2700
Post Office Box 3391
Tampa, Florida 33601-3391

6/5

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA
CIVIL DIVISION

OCWEN FEDERAL BANK, FSB,

Case No. 05-1999-57677-XXXX-XX-C

Plaintiff,



CA

vs.

CFN:2000107114 06-08-2000 11:41 am
OR Book/Page: 4175 / 1504

RIVER RANCH AMERICAN RESORTS, INC.,
et al.,

Sandy Crawford
Clerk Of Courts, Brevard County

Defendants.

#Pgs: 2 #Names: 2
Trust: 0.00 Rec: 0.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

FILED IN VIERA-06
CLERK OF CIR. CT.
BREVARD CO. FL.
2000 JUN - 6 P 3:11
SANDY CRAWFORD

**ORDER AMENDING RECEIVER ORDER IN ORDER TO TRANSFER RIGHTS IN
ALCOHOLIC BEVERAGE LICENSE TO RECEIVER**

This case came on for consideration on the Motion to Amend Order Appointing Receiver (the "Motion") filed by Plaintiff, Ocwen Federal Bank, FSB ("Ocwen"). The Court, having reviewed the Pleadings and the Motion and having considered its premises, finds that the Motion is well taken and should be granted. Accordingly it is,

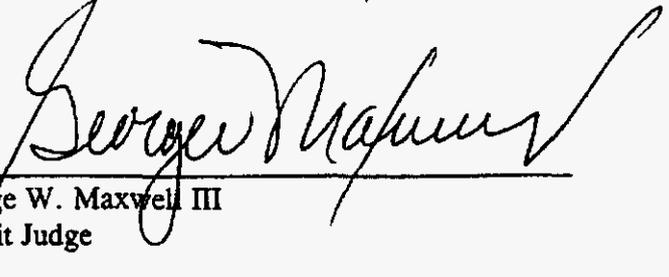
ORDERED, ADJUDGED and DECREED as follows:

1. The Motion is Granted.
2. The Order Appointing Receiver entered by this Court on February 28, 2000 is hereby amended to insert paragraph 22 to read as follows:

In order to effectuate the Powers granted to the Receiver hereunder and any Additional Powers, the Alcoholic Beverage License, Number 6300590, Series 4 COP, issued by the State of Florida, Division of Alcoholic Beverages and Tobacco (the "License") shall be transferred to the Receiver. The Receiver is authorized to take whatever steps necessary to effectuate the transfer of the License and the Defendants shall take such steps as necessary to effectuate this transfer.

DONE and ORDERED at Viera, Brevard County, Florida, on

June 5, 2000 AD


George W. Maxwell III
Circuit Judge

Copies to:

Powell, Carney, Hayes & Silverstein
c/o James N. Powell, Esq.
One Progress Plaza, Suite 1210
St. Petersburg, FL 33701

State of Florida
Division of Unemployment Compensation
c/o Norman L. Wolfinger, State Attorney
2725 Judge Fran Jamieson Way, Bldg. D
Viera, FL 32940

Howard D. DuBosar, Esq.
Greenberg Traurig, P.A.
One Boca Place
2255 Glades Road, Suite 419
Boca Raton, FL 33431

Department of Revenue
c/o Rex Ware, Esq.
P.O. Box 6668
Tallahassee, FL 32314-6668

Peter Hill, Esq.
Wolff Hill McFarlin & Herron, P.A.
1851 W. Colonial Drive
Orlando, FL 32804-7013

Thomas C. Jennings, III, Esq.
REPKA & JENNINGS, P.A.
703 Court Street
Clearwater, FL 33756-5507

Brian Mark, Esq.
104 Church Street
Kissimmee, FL 34741

Lakeland Ledger
c/o United States Corporation Company, R.A.
1201 Hayes Street, Suite 105
Tallahassee, FL 32301



CFN:2000107114
OR Book/Page: 4175 / 1505

STATE OF FLORIDA, COUNTY OF BREVARD
I HEREBY CERTIFY that the above and foregoing is a
true copy of the original filed in this office of
SANDY CRAWFORD, Clerk, Circuit and County Court

DATED 6-14-00 BY M. J. [Signature] D.C.

FROM (FRI) 6. 30' 00 15:19/ST. 15:17/NO. 4863354614 P 2

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA
CIVIL DIVISION**

OCWEN FEDERAL BANK, FSB,

Case No. 05-1999-57677-XXXX-XX-C

Plaintiff,

vs.

**RIVER RANCH AMERICAN RESORTS,
INC., et al.,**

Defendants.

ORDER AUTHORIZING RECEIVER TO BORROW ADDITIONAL FUNDS

This case came on for consideration on the Receiver's Emergency Motion to Allow Receiver to Borrow Beyond the Previously Set \$250,000 Limit and Request for Expedited Relief (the "Motion"). Having reviewed the court file and the Motion and having been advised in the premises and having been advised that no objections have been filed to the Motion, the Court finds that the Motion is well-taken.

It is ORDERED, ADJUDGED, and DECREED:

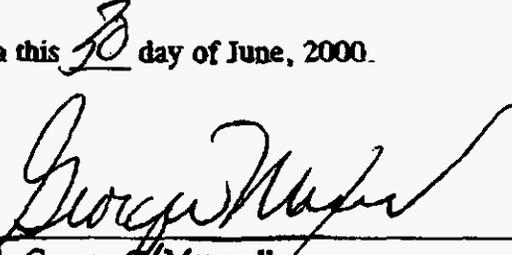
1. The Motion is granted.
2. Receiver, Andy J. Bohlneck (the "Receiver"), is hereby authorized to borrow up to an additional \$250,000.00, over and above the amounts set forth in the Order Appointing Receiver entered February 28, 2000 (the "Receiver Order") for the operation, protection and maintenance of the property which is the subject of this action as set forth in the Receiver Order. Any additional debt incurred by the Receiver as provided in this Order shall be subject to the same terms and conditions as set forth in the Receiver Order.

FROM

(FRI) 6.30'00 15:19/ST.15:17/NO.4863354614 P 3

3. Any additional funds sought by the Receiver from Ocwen Federal Bank, FSB ("Ocwen") in accordance with this Order shall be subject to review and approval by Ocwen.

DONE AND ORDERED in chambers at Viera, Florida this 30 day of June, 2000.


 Honorable George Maxwell
 Circuit Court Judge

Conformed Copies to:

Powell, Carney, Hayes & Silverstein
 c/o James N. Powell, Esq.
 One Progress Plaza, Suite 1210
 St. Petersburg, FL 33701

State of Florida
 Division of Unemployment Compensation
 c/o Norman L. Wolfinger, State Attorney
 2725 Judge Fran Jamieson Way, Bldg. D
 Viera, FL 32940

Howard D. DuBosar, Esq.
 Greenberg Traurig, P.A.
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 c/o Rex Ware, Esq.
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Mark J. Wolfson, Esq.
 100 North Tampa Street
 Suite 2700
 Tampa, FL 33602

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA
CIVIL DIVISION

OCWEN FEDERAL BANK, FSB,

Case No. 05-1999-57677-CA-XXXX-XX -C

Plaintiff,

vs.

RIVER RANCH AMERICAN RESORTS,
INC., et al.,

Defendants.

FILED IN OPEN COURT
This 7th Day of Sept. A.D. 2000
Time 1:45 PM
CLERK, CIRCUIT COURT
By D. [Signature] D.C.

ORDER AMENDING ORDER APPOINTING RECEIVER

This matter came before the Court on September 7, 2000 upon the Motion to Amend Order Appointing Receiver, as previously amended ("the Order") filed by Plaintiff, Ocwen Federal Bank, FSB, ("Ocwen"), by and through its undersigned attorneys, at the request of and joined by the Receiver, Andrew Bolnick (the "Receiver"). The Court finds as follows:

1. On or about December 23, 1999, Ocwen filed a Verified Complaint with this Court seeking, inter alia, to foreclosure on real and personal property located in Polk and Brevard Counties as described in the Notice of Lis Pendens filed in this case, including the specific property described in Exhibit A and Exhibit B (pages 1-11) and Exhibit D of the Notice of Lis Pendens (the "Property").

2. On or about December 23, 1999, Ocwen also filed a Verified Motion for Appointment of a Receiver and on or about January 24, 2000, Ocwen filed a Supplemental Verified Motion for Appointment of Receiver or Enforcement of Assignment of Rents and Sequestration of Accounts and Other Sums (collectively, the "Receiver Motions").

Return to:

Mark J. Wolfson, Esquire
Foley & Lardner
P.O. Box 3391
Tampa, FL 33601-3391

3. On February 28, 2000, this Court considered the Receiver Motions and entered an Order Appointing Receiver (the "Receiver Order") in which it appointed Andrew J. Bolnick to act as a receiver (the "Receiver") of the Property.

4. In paragraph 3, of the Receiver Order, the Court authorizes the Receiver to maintain, operate, and manage the Property. At the time the Receiver took over control of the Property, the Borrower had been operating the project as a going-concern business providing, among other things, rental management services or benefits for the homeowners' association and RV association, general store, post office, restaurants, a rodeo, petting zoo, riding stables, driving range, airport and golf course, and employing persons in connection therewith (the "Ongoing Concern Operations").

5. Pursuant to the Receiver Order, as amended, and the request of the Receiver, Ocwen advanced monies to the Receiver to fund operations and protect the Property first up to \$250,000.00 and then up to \$500,000.00, and Ocwen has received Receiver's Certificates in the aggregate of \$500,000.00 which remain outstanding. Further, the Receiver appears to have incurred an additional \$20,000.00 beyond the second \$250,000.00 funding approved by the Court for operations through August 31, 2000. The additional \$20,000.00 had to be incurred for the benefit of the Property and to insure the Receiver was able to continue to receive goods and services through the end of August 2000.

6. The Receiver has attempted to operate the Property as a going-concern business, but notwithstanding the funding from Ocwen, the Property continued to loss money. The Receiver has determined that the continued operation of the Property as a going-concern is not

feasible without substantial infusions of capital and a willing source of financing which has not been forthcoming.

7. Further, although partial summary judgment has been obtained on all counts, Ocwen has been delayed in foreclosing on the Property and the Receiver has had to remain in control of the Property for longer than anticipated and for an indefinite period, due in part to the bankruptcy proceeding filed by the second mortgage holder.

8. The Receiver has reported to the Court and parties in his most recent Receiver's Report that an infusion of substantial new capital was required in order to make the operations sustainable and to maintain the Property at an appropriate level. Ocwen has funded operations to this point but is not obligated to do so in the future, and Ocwen has declined to continue to fund the Receiver's shortfalls of the Property as a going-concern business.

9. Because of the lack of income being generated by the Property, the condition of facilities, the status of the business operations inherited, relationships with vendors, employees, residents, and guests, lack of sufficient resources or funding sources to fulfill his obligations under the current Receiver Order, the Receiver is unable to maintain the Ongoing Concern Operations.

10. Effective August 31, 2000, the Receiver ceased operating the Property as a going-concern business. As the Receiver had no funds and the only commitment from Ocwen was to fund basic security, utilities, insurance and maintenance, the Receiver could not continue to employ staff or incur debts for the Ongoing Concern Operations as he had no means to pay wages or for goods and services.

11. The Receiver Order did not authorize the Receiver to market and sell the Property, but the Receiver has requested the authority to pursue a possible sale of the Property, subject to the consent of the Court.

12. The Receiver has agreed to reduce his fee in connection with the reduction of operations on the Property to \$2,000.00 per month, and the management company and its management fee have been eliminated.

13. Accordingly, the Receiver seeks to amend the Receiver Order in order to limit the Receiver's responsibilities to activities which are basic requirements for maintaining and preserving the value of the Property but not on for the Ongoing Concern Operations.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted as set forth herein and the Receiver Order is amended as provided herein.

2. The Receiver's duties and responsibilities with respect to the Property are modified, effective August 31, 2000, to be limited to preserving and maintaining the Property (but not the Ongoing Concern Operations), including performing the following:

a. Securing the Property, including the wastewater treatment plant, to the extent not provided for by another party to the satisfaction of the Receiver;

b. Maintaining the insurance on the Property to the extent not provided for by another party to the satisfaction of the Receiver;

c. Paying the utilities on the Property to the extent not provided for by another party to the satisfaction of the Receiver;

d. Monitoring the activities of any entities which might, as authorized below, operate any of the Property's facilities or on any of the Property on a limited basis;

e. If he believes appropriate, engaging a real estate broker on a non-exclusive basis to try and sell the Property; provided, however, any such agreement would need to be completed and closed prior to the foreclosure sale of the Property, and any sale would have to be for an amount sufficient to satisfy all mortgages, absent a waiver by one or more of the lenders of part of their debt;

f. Trying to preserve the DRI, PUD, and water permits affecting the Property;

g. Operating the post office; and

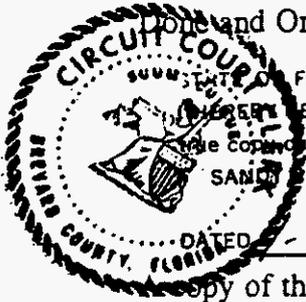
h. Providing limited financial reporting to the creditors and the Court.

14. The Receiver is authorized to enter into limited (expiring no later than the time of the issuance of the Certificate of Title) leasing, operating and/or licensing agreements permitting operation by the condominium association and RV association and, if appropriate in the business judgment of the Receiver, third parties, of certain operations at the Property such as the rental programs, wastewater plant, stores, restaurants, marina, and post office; provided however, that the terms of any such agreements are acceptable to the Receiver and Ocwen.

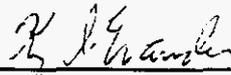
15. The Receiver's request to borrow \$20,000.00 to cover the additional costs incurred through August 31, 2000 is reasonable and approved, and he is authorized to issue a Receiver's Certificate for a sum up to that amount under the terms of the Receiver Order. In accordance with his modified, limited powers, the Receiver also is authorized to borrow an additional maximum of \$79,000.00 (\$15,000.00 of which is solely a contingency for emergency repairs to infrastructure and facilities as determined by the Receiver and consented to by Ocwen) for expenses incurred from and after September 1, 2000 and issue Receiver's Certificates to Ocwen for that amount consistent with the terms and conditions of as set forth in the Receiver Order. This post-September 1, 2000 borrowing is to be used only in connection with the limited, modified duties of the Receiver described herein.

16. Except as provided herein, the terms of the Receiver Order, as amended before, remain in full force and effect.

Done and Ordered at Viera, Florida on September 7, 2000.



STATE OF FLORIDA, COUNTY OF BREVARD
I HEREBY CERTIFY that the above and foregoing is a
true copy of the original filed in this office.
SANDY BRAWFORD, Clerk Circuit and County Court


Honorable Kerry I. Evander
Circuit Judge

DATED - 7-02 BY  D.C.

A copy of the foregoing order has been mailed to the parties listed below:

Powell, Carney, Hayes & Silverstein
c/o James N. Powell, Esq.
One Progress Plaza, Suite 1210
St. Petersburg, FL 33701

State of Florida
Division of Unemployment Compensation
c/o Norman L. Wolfinger, State Attorney
2725 Judge Fran Jamieson Way, Bldg. D
Viera, FL 32940

Andrew Bolnick, Receiver
2555 Enterprise Road #12A
Clearwater, Florida 33763

Mark J. Wolfson, Esq.
Foley & Lardner
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Howard D. DuBosar, Esq.
Greenberg Traurig, P.A.
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Department of Revenue
c/o Rex Ware, Esq.
P.O. Box 6668
Tallahassee, FL 32314-6668

Peter Hill, Esq.
Wolff Hill McFarlin & Herron, P.A.
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Orlando, FL 32804-7013

Thomas C. Jennings, III, Esq.
Repka & Jennings, P.A.
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Clearwater, FL 33756-5507

Brian Mark, Esq.
104 Church Street
Kissimmee, FL 34741

Lakeland Ledger
c/o United States Corporation Company, R.A.
1201 Hayes Street, Suite 105
Tallahassee, FL 32301

Howard Berlin, Esq.
The Miami Center 17th Floor
201 S. Biscayne Blvd
Miami, FL 33131-4332

IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA
CIVIL DIVISION

OCWEN FEDERAL BANK, FSB,

Plaintiff,

Case No. 05-1999-CA-57677-

XXXX-XX-C

vs.

RIVER RANCH AMERICAN RESORTS, INC., et al.,

Defendants.

NOTICE OF LIS PENDENS

TO: River Ranch American Resorts, Inc.; Brian W. Sparks; Walter C. Shepard, Jr.; First Capital Services, Inc.; State of Florida, Department of Revenue; The New River Ranch, L.C.; Powell, Carney, Hayes & Silverstein, P.A.; and all others whom it may concern:

YOU ARE HEREBY NOTIFIED of the institution of this action by Plaintiff, Ocwen Federal Bank, FSB, against you seeking to foreclose a mortgage against real and personal property located in Brevard County, Florida, more particularly described as follows:

SEE EXHIBITS A, B, C, AND D ATTACHED HERETO. (Some of the notes and mortgages identified in Exhibit C may already have been satisfied; Plaintiff only seeks to foreclose to the extent of its interest, if any, in each.)

Dated this 23rd day of December, 1999.

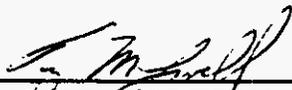

MARK J. WOLFSON
Florida Bar No. 357256
TROY M. LOVELL
Florida Bar No. 946036
Foley & Lardner
100 N. Tampa Street, Suite 2700
Post Office Box 3391
Tampa, FL 33601-3391
(813) 229-2300
(813) 221-4210 (facsimile)
Attorneys for Plaintiff

EXHIBIT "A"

Description of Collateral
For UCC-1 Financing Statement

As used herein, the term "Debtor" shall mean and include the terms "Mortgagor", "Grantor" and "Borrower"; and the term "Secured Party" shall mean and include the terms "Lender", "Beneficiary" and "Creditor".

This Exhibit "A" is attached to, incorporated by reference in and forms a part of certain Financing Statements, dated of even date herewith, executed and delivered by the Debtor in connection with the financing of the Project (as hereinafter defined).

This Exhibit "A" refers to the following collateral, which may be now or hereafter located on the premises of, relate to, or be used in connection with, the acquisition or refinancing, repair, ownership, management, and operation of River Ranch (the "Project"), located in Polk County, State of Florida and additional property located in Brevard County, Florida.

1. All materials now owned or hereafter acquired by the Debtor and intended for construction, reconstruction, alteration and repair of any building, structure or improvement now or hereafter erected or placed on the property described in Exhibit "B" (the "Property"), all of which materials shall be deemed to be included within the Project immediately upon the delivery thereof to the Project.

2. All buildings, improvements and tenements now or hereafter erected on the Property, and all heretofore or hereafter vacated alleys and streets abutting the Property, and all easements, rights, appurtenances, rents (subject however to the assignment of rents to the Lender), royalties, mineral, oil and gas rights and profits, water, water rights and water stock appurtenant to the Property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants.

3. All of the walks, fences, driveways, apparatus, fittings, and other goods and other personal property of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used or usable in connection with any present or future operation of the Project or facilities erected or to be erected in or upon the Property; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Property in any manner; all except for any right, title or interest therein owned by any tenant (it being agreed that all personal property owned by the Debtor and placed by it on the Property shall, so far as permitted by law, be deemed to be affixed to the Property, appropriated to its use, and covered by that certain Multifamily Deed of Trust, Assignment of Rents and Security Agreement ("Instrument") of even date herewith executed by Debtor, as trustor, for the benefit of Secured Party, as beneficiary.

4. All of the Debtor's right, title and interest in and to any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation (collectively, the "Awards") heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of: (a) any taking of the Property or any part thereof by the exercise of the power of condemnation or eminent domain, or the police power; (b) any change or alteration of the grade of any street or (c) any other injury or decrease in the value of the Property

or any party thereof (including but not limited to destruction or decrease in value by fire or other casualty), all of which Awards, rights thereto and shares therein are hereby assigned to the Secured Party, who is hereby authorized to collect and receive the proceeds thereof and to give property receipts and acquittances therefor and to apply, at its option, the net proceeds thereof, after deducting expenses of collection, as a credit upon any portion, as selected by the Secured Party, of the indebtedness secured by the Instrument.

5. All of the Debtor's right, title and interest in and to any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same from any and all insurance policies covering the Property or any portion thereof, or any of the other property described herein.

6. The interest of the Debtor in and to all of the rents, royalties, issues, profits, revenues, income and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles arising out of the Property, or any part thereof, and of the other property described herein, or any part thereof, both now in existence or hereafter entered into, together with all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder.

7. All of the Debtor's rights, options, powers and privileges in and to (but not the Debtor's obligations and burdens under) any construction contract, architectural and engineering agreements and management contracts pertaining to the construction, development, ownership, equipping and management of the Property and all of the Debtor's right, title and interest in and to (but not the Debtor's obligations and burdens under) all architectural, engineering and similar plans, specifications, drawings, reports, surveys, plats, permits and the like, contracts for construction, operation and maintenance of, or provision of services to, the Property or any of the other property described herein, and all sewer taps and allocations, agreements for utilities, bonds and the like, all relating to the Property.

8. All of Debtor's rights, title and interest in and to any and all other contracts written or oral, expressed or implied, now existing or hereafter entered into or arising, in any matter related to the Property, including any and all deposits, prepaid items and payments due and to become due thereunder and including franchise rights, service contracts, purchase contracts, advertising contracts, purchase orders and equipment leases; but reserving to Debtor the use and benefit of all such contracts, deposits, prepaid items, payments and proceeds, unless and until Debtor defaults under the Loan Documents. Notwithstanding the foregoing, Secured Party will not be bound by any of Debtor's obligations under any of the foregoing contracts unless and until Secured Party elects or assumes them in writing.

9. All intangible personal property, accounts, licenses, permits, instruments, contract rights, and chattel paper of the Debtor relating to the Project, including but not limited to cash; accounts receivable; bank accounts; certificates of deposit; securities; promissory notes; rents; rights (if any) to amounts held in escrow; insurance proceeds; condemnation rights; deposits; judgments, State of Florida Alcoholic Beverage License No. BEV-6300590 4COP, liens and causes of action; warranties and guarantees. Provided, however, that the security interest granted herein shall not include any of the foregoing which do not relate to the operation of the Project.

10. The interest of the Debtor in any cash escrow fund and in any and all funds, securities, instruments, documents and other property which are at any time paid to, deposited with, under the control of, or in the possession of the Secured Party, or any of its agents, branches, affiliates, correspondents or others acting on its behalf, which rights shall be in addition to any right of set-off or right of lien that the Secured Party may

otherwise enjoy under applicable law, regardless of whether the same arose out of or relates in any way, whether directly or indirectly, to the Project located upon the Property.

11. The interest of the Debtor in and to any and all funds created or established and held by the Trustee pursuant to any indenture of trust or similar instrument authorizing the issuance of bonds or notes for the purpose of financing the Project located upon the Property.
12. All inventory, including raw materials, components, work-in-process, finished merchandise and packing and shipping materials owned by the Debtor and located on the Property.
13. Proceeds, products, returns, additions, accessions and substitutions of and to any or all of the above, but not including sale proceeds of a permitted transfer of the Project.
14. All of the records and books of account now or hereafter maintained by or on behalf of the Debtor in connection with the Project.
15. All names now or hereafter used in connection with the Project and the goodwill associated therewith.
16. All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Property and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Property to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever both at law and in equity, of the Borrower of, in and to the Property and every part and parcel thereof, with the appurtenances thereto.
17. Any of the above arising or acquired by the Debtor or to which the Debtor may have a legal or beneficial interest in on the date hereof and at any time in the future.
18. Any of the above which may become fixtures by virtue of attachment to the Property.
19. All Notes, Mortgages and Agreements for Deed described in Exhibit "C" attached hereto.
20. The record owner of the Property described in Exhibit "B" attached hereto is:

Property located in Polk County, Florida: RIVER RANCH AMERICAN RESORTS, INC., a Florida corporation

Property located in Brevard County, Florida: Walter C. Shepard, Jr.

RIVER RANCH EQUIPMENT INVENTORY

4074 1089
 POLK OFF. REC. PAGE

Tractor	Massey Ferguson	398	9130-B18280
Tractor	Massey Ferguson	1205	E-03905
Mower	Wood	RM 350-1	809115
Mower	Toro	112	391255
Blower	Stihl	BR-400	
Blower	Echo	PB-2100	
Blower	Echo	PB-2100	
Weedeater	Stihl	FS-80	
Weedeater	Echo	SRM-2400	
Weedeater	Echo	SRM-2400	
Weedeater	Echo	SRM-2400	
Edger	Echo	PE-2400	
Edger	Echo	PE-2400	
Mower	Bush Hog	3815	12-01928
Golf Cart	E-Z-Go	Workhorse	A52437
Golf Cart	Yamaha	M-3	
Golf Cart	Yamaha	M-3	
Golf Cart	Yamaha	R-11	JH3-001800
Golf Cart	E-Z-Go	Workhorse	A52438
Golf Cart	E-Z-Go	H-2	790780
Golf Cart	E-Z-Go	R-10	1058845
Golf Cart	Yamaha	M-1	
Golf Cart	E-Z-Go	894	780884
Van (brown)	Ford	1983 yr.	IFTDEI4GXDHA23085
Fire Truck	Ford	1967 yr.	
Table Saw	Craftsman	113.29875	89265PO291
Pole Saw	Echo	SRS-2400	1047
Radial Arm Saw	Sears	858	
Air Compressor			
Air Compressor		VT623.300 AJ	
Pump		VT470200KB	
Pressure Washer		WGC2230	
Fairway Mower	Ransome 250	94500	9450010109
Triplex Mower	Ransome GP160	898850C	97014778
Groom Master	Cushman	898922A	96011363
Turf Truckster	Cushman	898632B	96010145
Turf Master	Cushman 160	893290	A97100893
Tractor	Massey Ferguson	MF240	3188
Progressive	TD65	9832277	
Pull Tank			L881144
Grounds Master	Toro (322-D)	30782	60884
Spreader	Earthway	C2200APP	
GM 3000	Toro		
Wheelgrinder	Neary		
Wheelgrinder	Sears		
Power Drill Press	Guardian	BDM-58-55	15186
Amp welder	Dayton	32582	
Battery Tester			
Tire Changer			
Truckstar	Cushman		
Bush Hog	Woods		
Walkie Talkie	Radius SP 50		

EXHIBIT "A"

EXHIBIT "B"
Legal Description
Page 1 of 11 Pages

PARCEL I: All of RIVER RANCH SHORES, UNIT ONE (now vacated), as recorded in Plat Book 48, pages 26 thru 48, of the Public Records of Polk County, Florida; LESS AND EXCEPT Lots 5 thru 69 of Block 55, and all of Blocks 56, 57, 58, 59, 60, 61, 62 and 63, of said RIVER RANCH SHORES, UNIT ONE (now vacated); and LESS AND EXCEPT rights-of-way maintained by Polk County specifically described as follows: River Ranch Boulevard from State Road 60 to its intersection with River Ranch Drive; all of Oakmont Drive from River Ranch Boulevard to Sunfish Drive; all of Dallas Circle, Phoenix Circle, Tucson Circle, Houston Circle, Columbia Circle, and Newport Circle; all of Riviera Drive; and all of Canterbury Drive; as shown on said Map of RIVER RANCH SHORES, UNIT ONE (now vacated); and LESS AND EXCEPT that part of Lot 18, Block 15, of RIVER RANCH SHORES, UNIT ONE (now vacated), described in that certain deed recorded on September 8, 1971, in O.R. Book 1383, pages 1066 thru 1068, of said public records.

PARCEL II: All that part of the East one-half (½) of the Northeast one-quarter (1/4) of the Northeast one-quarter (1/4) of the Northeast one-quarter (1/4) of Section 9, Township 31 South, Range 31 East, Polk County, Florida, lying South of State Road 60 and West of River Ranch Blvd.

PARCEL III: A parcel of land on State Road 60 at intersection with River Ranch Boulevard, more particularly described as follows, to wit:

All that part of Section 10, Township 31 South, Range 31 East, Polk County, Florida more particularly described as follows: Commence at the Northwest corner of said Section 10 and run S 0° 22' 36" E, 43.79 feet to the South boundary of State Road 60; thence S 89° 41' 09" E, along said boundary, 150.31 feet to the point of beginning. From the point of beginning continue S 89° 41' 09" E, 374.30 feet; thence S 0° 22' 36" E, 400 feet; thence N 89° 41' 09" W, 400 feet to the East boundary of River Ranch Shores, Unit One, as recorded in Plat Book 48, pages 25 thru 48, of the Public Records of Polk County, Florida; thence N 0° 22' 36" W, along the East boundary of said subdivision 374.30 feet to a point of curve; thence Northeasterly on the arc of a curve to the right (radius 25 feet, central angle 90° 41' 27") 39.57 feet to the point of beginning.

PARCEL IV: Tracts AJ, AL, AN, AO, AK, BH, BJ, BK, BL, CD, CE, CF and CC, according to the plat of River Ranch Shores, Unit Four (now vacated), as recorded in Plat Book 50, Pages 3 through 27, Public Records of Polk County, Florida; together with portion of vacated roads appurtenant to said tracts.

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PARCEL V: Tracts AL, AJ, AH, AP and AO, according to the plat of River Ranch Shores, Unit Five (now vacated), as recorded in Plat Book 51, Pages 15, 16 and 17, Public Records of Polk County, Florida; together with portion of vacated roads appurtenant to said tracts.

PARCEL VI: THE RIVER RANCH HOTEL AND RECREATIONAL RESORT more particularly described as: Begin 239.31 feet East and 659.87 feet North of the South quarter Section corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, and run N 37° 36' 12" W, parallel with and 50 feet distant from the East boundary of River Ranch Shores - Unit One (as recorded in Plat Book 48, pages 26 thru 48, of the Public Records of Polk County, Florida); 1594.51 feet; thence N 77° 18' 48" E, 1309.37 feet; thence S 21° 56' 23" E, 588.47 feet; thence S 34° 53' 15" E, 476.79 feet, to a point on the northerly boundary of River Ranch Shores - Unit Two (as recorded in Plat Book 49, pages 1 thru 21, of the Public Records of Polk County, Florida); thence run along the Northerly boundary of said River Ranch Shores - Unit Two the following courses and distances: S 37° 36' 12" E, 316.11 feet; thence N 49° 00' 00" E, 1049.16 feet; thence N 69° 21' 12" E, 217.83 feet; thence S 41° 00' 00" E, 484.24 feet; thence N 49° 00' 00" E, 132.01 feet to the West boundary of Section 24, Township 31 South, Range 31 East; thence continue N 49° 00' 00" E, 274.55 feet, to the West boundary of River Ranch Shores - Unit Five (as recorded in Plat Book 51, pages 8 thru 48, of the Public Records of Polk County, Florida); thence run along the Westerly boundary of said River Ranch Shores - Unit Five the following courses and distances: N 22° 52' 55" W, 541.88 feet, to the West boundary of said Section 24; thence continue N 22° 52' 55" W, 775.58 feet; thence N 50° 00' 00" W, 1248.92 feet; thence N 26° 00' 00" E, 531.39 feet; thence N 60° 00' 00" W, 880 feet; thence Northwesterly on the arc of a curve to the right (radius 800 feet, central angle 35° 55' 30") 501.61 feet, to a point on the South boundary of River Ranch Shores - Unit Four, (as recorded in Plat Book 50, pages 3 thru 27, of the Public Records of Polk County, Florida); thence run along the Southerly boundary of said River Ranch Shores - Unit Four the following courses and distances: S 24° 04' 30" E, 950 feet; thence S 65° 55' 30" W, 990 feet; thence S 24° 04' 30" E, 150 feet; thence S 65° 55' 30" W, 560 feet, to a point of curve; thence Northwesterly on the arc of a curve to the right (radius 1480.00 feet, central angle 68° 47' 34") 1776.98 feet to a point of tangent; thence N 45° 16' 56" W, 229.05 feet to a point on the East boundary of said River Ranch Shores - Unit One; thence S 37° 36' 12" E, along said East boundary, 4020.33 feet to the North boundary of said River Ranch Shores - Unit Two; thence N 52° 23' 48" E, along said boundary, 50 feet to the point of beginning.

PARCEL VII: SEWAGE TREATMENT PLANT SITE more particularly described as follows: Begin 239.31 feet East and 659.87 feet North of the South 1/4 corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, and run N 37° 36' 12" W, along the Northeasterly proposed right of way line of River Ranch Boulevard, 1594.51 feet to a point;

EXHIBIT "B"
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thence run N 77° 18' 48" E, 1309.37 feet; thence S 21° 56' 23" E, 588.47 feet; thence S 34° 53' 15" E, 476.79 feet to a Permanent Reference Monument; thence S 52° 23' 48" W, along the Northerly boundary of River Ranch Shores - Unit Two as recorded in Plat Book 49, page 6, of the Public Records of Polk County, Florida, 1006.00 feet to another Permanent Reference Monument and the point of beginning.

Together with an Easement 10 feet wide for a force main with its centerline described as follows: Commence at the South 1/4 Section corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, run thence East 239.31 feet; North 659.87 feet; N 37° 36' 12" W, 1594.51 feet; N 77° 18' 48" E, 1148.60 feet to the point of beginning: From the point of beginning run N 16° 48' 32" W, 508.00 feet; thence N 61° 35' 28" E, 232.00 feet; thence N 28° 24' 32" W, 25.00 feet to the point of termination from said centerline.

ALSO together with an Easement 30 feet wide for a Water Main and Access Road Easement with its centerline described as follows: Commence at the Northwesterly corner of the above described Sewage Treatment Plant Site and run N 77° 18' 48" E, along its Northern boundary, 710.16 feet to the point of beginning of said centerline; thence run N 21° 38' 45" E, 363 feet to the Water Tank Site and the point of termination for said centerline.

ALSO together with an Easement 20 feet wide for Drainage with its centerline described as follows: Commence at the Northeasterly corner of the above described Sewage Treatment Plant Site and run S 21° 56' 23" E, along its Easterly boundary, 185 feet to the point of beginning of said centerline; thence run N 68° 03' 37" E, 50 feet to an existing Drainage Canal and the point of termination for this centerline.

PARCEL VIII: WATER TANK SITE, WATER PUMPING STATION SITE, ROAD EASEMENT AND WATER MAIN EASEMENT, all more particularly described as follows:

Water Tank Site: Commence at a Permanent Reference Monument which lies 239.31 feet East, and 659.87 feet North of the South 1/4 corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, and run N 37° 36' 12" W, along the Northeasterly proposed right of way line of River Ranch Boulevard, 1594.51 feet to a concrete monument; thence run N 77° 18' 48" E, 1215.10 feet; thence N 22° 55' 02" W, 331.72 feet to the point of beginning; From the point of beginning continue N 22° 55' 02" W, 190.00 feet; thence S 67° 04' 58" W, 253.00 feet; thence S 22° 55' 02" E, 163.00 feet; thence S 68° 59' 50" E, 216.96 feet; thence N 22° 04' 58" E, 110.00 feet; thence

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Northeasterly along the arc of a curve to the left (radius 64.65 feet, central angle 45° 00' 00") 50.78 feet to the point of beginning.

Water Pumping Station Site: Commence at a Permanent Reference Monument which lies 239.31 feet East and 659.87 feet North of the South 1/4 corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, run N 37° 36' 12" W, along the Northeasterly proposed right of way line of River Ranch Boulevard, 1594.51 feet to a concrete monument; thence run N 77° 18' 48" E, 1215.10 feet; thence N 22° 55' 02" W, 521.72 feet; thence run N 67° 04' 58" E, 190.00 feet to the point of beginning: From the point of beginning continue N 67° 04' 58" E, 80.00 feet; thence run N 22° 55' 02" W, 85.00 feet; thence S 67° 04' 58" W, 80.00 feet; thence S 22° 55' 02" E, 85.00 feet to the point of beginning.

Road Easement: All lands lying with 25 feet right and left of the following described centerline: Commence at a Permanent Reference Monument which lies 239.31 feet East and 659.87 feet North of the South 1/4 corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, and run N 37° 36' 12" W, along the Northeasterly proposed right of way line of River Ranch Boulevard, 1594.51 feet to a concrete monument; thence run N 77° 18' 48" E, 1215.10 feet; thence N 22° 55' 02" W, 496.72 feet to the point of beginning: From the point of beginning run N 67° 04' 58" E, 270.00 feet to the point of termination for said centerline on the Westerly boundary of an existing road.

Water Main Easement: An Easement 15 feet wide for a Water Main with its centerline described as follows: Commence at the Northeasterly corner of the above described Water Tank Site and run S 67° 04' 58" W, along its Northerly boundary, 150.5 feet to the point of beginning; thence N 23° 13' 24" W, 218.23 feet; thence S 78° 01' 23" W, 172.10 feet; thence S 62° 42' 54" W, 161.33 feet; thence S 68° 56' 05" W, 254.07 feet; thence N 23° 48' 25" W, 683.03 feet for a point which lies 10 feet South of the Southerly boundary of River Ranch Drive and the point of termination for this centerline; thence an Easement 20 feet wide along the Southerly boundary of River Ranch Drive in a Northwesterly direction to its intersection with River Ranch Boulevard.

PARCEL IX: ISLAND IN KISSIMMEE RIVER lying West of Canal C-38 and East of bed of Old Kissimmee River more particularly described as: All those portions of Sections 14, 23 and 24, Township 31 South, Range 31 East, Polk County, Florida, lying West of Canal C-38 and East of the Old Kissimmee River.

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PARCEL X: (TRACT "B") Commence at the Southeast corner of Section 15, Township 31 South, Range 31 East, Polk County, Florida, and run N 89° 10' 33" W, a distance of 210.76 feet. Thence N 24° 04' 30" W, at distance of 3,207.17 feet to the Point of Beginning. Thence S 24° 04' 30" E, a distance of 3,207.17 feet to a point in the South line of Section 15, thence S 24° 04' 30" E, a distance of 22.43 feet to a point, thence S 52° 23' 48" W, a distance of 437.12 feet to a point in the East right-of-way of River Ranch Boulevard; thence with the right-of-way of River Ranch Boulevard N 37° 36' 12" W, a distance of 372.93 feet to a point in the South line of Section 15; thence still with the East right-of-way line of River Ranch Boulevard N 37° 36' 12" W, a distance of 2,507.07 feet to the beginning of a curve from which the radius point bears N 52° 23' 48" E, a distance of 1,332.40 feet; thence Northwesterly, along the arc of said curve a distance of 261.67 feet, through a central angle of 11° 15' 09"; thence N 52° 23' 48" E, a distance of 1,167.00 feet to the Point of Beginning.

PARCEL XI: (TRACT "C") Commence at the Southeast corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida; thence N 38° 07' 06" E, a distance of 400.76 feet to the Point of Beginning; thence N 23° 00' 00" W, a distance of 152.00 feet; thence N 07° 00' 00" W, a distance of 440.00 feet; thence N 23° 00' 00" W, a distance of 620.00 feet; thence N 48° 57' 34" E, a distance of 406.17 feet; thence N 22° 55' 17" W, a distance of 1,317.30 feet; thence N 50° 01' 53" W, a distance of 1010.81 feet; thence N 39° 59' 04" E, a distance of 121.94 feet to the intersection with a safe upland line (elevation 51.2 contour line) as established by Bureau of Survey and Mapping, Florida Department of Natural Resources; thence along said safe upland line the following eleven (11) courses: S 44° 50' 24" E, a distance of 152.55 feet; S 60° 40' 05" E, a distance of 149.88 feet; S 49° 43' 57" E, a distance of 704.38 feet; S 29° 19' 17" E, a distance of 98.83 feet; S 22° 38' 03" E, a distance of 1249.05 feet; S 35° 01' 27" E, a distance of 71.44 feet; S 20° 14' 34" E, a distance of 229.17 feet; S 25° 04' 44" E, a distance of 148.47 feet; S 22° 39' 18" E, a distance of 182.52 feet; S 20° 02' 55" E, a distance of 406.31 feet and S 00° 02' 05" W, a distance of 31.36 feet; thence S 02° 00' 00" W, a distance of 323.21 feet; thence S 67° 00' 00" W, a distance of 464.99 feet to the Point of Beginning. Being and lying in Sections 23 and 24, Township 31 South, Range 31 East, Polk County, Florida.

PARCEL XII: (A PORTION OF TRACT "AN") That part of Tract AN, RIVER RANCH SHORES, UNIT FIVE, according to the plat thereof recorded in Plat Book 51, Page 16, of the Public Records of Polk County, Florida, said Tract AN being more particularly described as follows:

Tract "AN": From the Northwest corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida; run S 74° 35' 27" E, a distance of 2,488.32 feet, thence N 65° 54' 30" E, a distance of 849.13 feet to an iron pipe marking the Point of Beginning,

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thence S 24° 04' 30" E, a distance of 60.00 feet to an iron pipe marking the beginning of a curve from which the radius point bears N 30° 00' 00" E, a distance of 800.00 feet; thence Southeasterly along the arc of said curve a distance of 501.61 feet through a central angle of 35° 55' 30", thence S 60° 00' 00" E, a distance of 880.00 feet to a concrete monument; thence N 67° 00' 00" E, a distance of 1,050.00 feet to the edge of Old Kissimmee River, thence with the edge of Old Kissimmee River N 56° 59' 21" W, a distance of 180.91 feet; thence S 67° 00' 00" W, a distance of 550.00 feet to the beginning of a curve from which the radius point bears N 23° 00' 00" W, a distance of 650.00 feet; thence Northwesterly along the arc of said curve a distance of 601.27 feet through a central angle of 53° 00' 00"; thence N 60° 00' 00" W, a distance of 481.13 feet to the beginning of a curve from which the radius point bears N 30° 00' 00" W, a distance of 650.00 feet; thence Northwesterly along the arc of said curve a distance of 407.56 feet through a central angle of 35° 55' 30"; thence N 24° 04' 30" W, a distance of 60.00 feet to a point on the South Florida Water Management property line; thence with said line S 65° 54' 30" W, a distance of 150.00 feet to the Point of Beginning.

to the full extent of the said Tract AN lies within the following described Parcel 2:

Parcel "2": Commence at the Northwest corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida; thence S 74° 35' 27" E, a distance of 2488.32 feet to the Point of Beginning; thence N 65° 54' 50" E, a distance of 371.63 feet; thence S 84° 05' 10" E, a distance of 830.12 feet to the P.C. of a curve concave to the South, having a radius of 541.21 feet; thence Southeasterly along the arc of said curve through a central angle of 02° 57' 38" a distance of 27.97 feet to a point on a curve whose radius point bears N 61° 16' 01" E, a distance of 650.00 feet; thence Southeasterly along the arc of said curve through a central angle of 01° 16' 01" a distance of 14.37 feet to the P.T. of said curve; thence S 60° 00' 00" E, a distance of 376.16 feet to a point on a curve whose radius point bears S 51° 10' 20" W, a distance of 541.21 feet; thence Southeasterly along the arc of said curve through a central angle of 12° 44' 30" a distance of 120.36 feet to the P.T. of said curve; thence S 26° 05' 10" E, a distance of 282.72 feet to the edge of a canal; thence S 67° 44' 54" W, a distance of 109.27 feet to the corner of a marina bulkhead; thence along said bulkhead the following five (5) courses: N 68° 46' 52" W, a distance of 29.66 feet; N 22° 46' 11" W, a distance of 182.23 feet; S 67° 07' 00" W, 197.68 feet; S 22° 56' 02" E, a distance of 470.27 feet and N 66° 40' 54" E, a distance of 150.56 feet; thence leaving said bulkhead S 23° 41' 49" E, a distance of 161.95 feet to the intersection with the Safe Upland Line (elevation 51.2 contour line) as established by Bureau of Survey and Mapping, Florida Department of Natural Resources; thence Northwesterly along said Safe Upland Line the following eight (8) courses: N 68° 15' 21"

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W, a distance of 220.20 feet; N 53° 09' 20" W, a distance of 592.40 feet; S 89° 26' 32" W, a distance of 116.33 feet; N 61° 31' 56" W, a distance of 270.51 feet; N 65° 10' 13" W, a distance of 257.77 feet; N 61° 33' 04" W, a distance of 223.23 feet; N 58° 19' 58" W, a distance of 48.69 feet and N 56° 43' 14" W, a distance of 217.52 feet; thence N 56° 43' 14" W, a distance of 46.10 feet to the Point of Beginning.

Being and lying in Section 23, Township 31 South, Range 31 East, Polk County, Florida.

TOGETHER WITH easements over Long Hammock Drive and Access Canal, and Roadway Easement, as granted and contained in Section 5.2 of the Declaration of Covenants and Restrictions of OUTDOOR RESORTS RIVER RANCH RV RESORT, PHASES II, III, IV and V-A, recorded on October 3, 1994, in Official Records Book 3445, Page 1514, Public Records of Polk County, Florida.

TOGETHER WITH access road easement over Long Hammock Drive, as granted in Plat for Phase I LONG HAMMOCK, recorded in Plat Book 73, Page 21, Public Records of Polk County, Florida.

TOGETHER WITH drainage easements set forth in Official Records Book 2296, Page 1438 and 1444, Public Records of Polk County, Florida.

TOGETHER WITH that certain Sovereign Lands Easement recorded May 7, 1991, in Official Records Book 2969, Page 0309, Public Records of Polk County, Florida.

TOGETHER WITH that certain Easement Agreement recorded May 7, 1991, in Official Records Book 2969, Page 0332, Public Records of Polk County, Florida.

TOGETHER WITH that certain Perpetual Access Road Easement (over Kicco Road), as set forth in instrument recorded on July 26, 1989, in O.R. Book 2763, Page 511, Public Records of Polk County, Florida.

LESS AND EXCEPT: (TRACT "A") Commence at the Northwest corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida; thence S 74° 35' 27" E, a distance of 2488.32 feet; thence N 65° 54' 50" E, a distance of 371.63 feet to a Point of Beginning; thence continue N 65° 54' 50" E, a distance of 1386.72 feet; thence N 24° 01' 00" W, a distance of 390.35 feet; thence N 65° 56' 05" E, a distance of 1108.37 feet; thence S 22° 54' 28" E, a distance of 2138.14 feet; thence S 66° 56' 45" W a distance of 507.69 feet; thence N 23° 05' 11" W, a distance of 149.98 feet; thence S 66° 55' 51" W, a distance of 539.63 feet to the P.C. of

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a curve concave to the Southeast, having a radius of 470.13 feet; thence Southwesterly along the arc of said curve through a central angle of 26° 56' 47" a distance of 221.10 feet to the P.T. of said curve; thence S 39° 58' 58" W, a distance of 267.58 feet to the intersection with a Safe Upland Line (elevation 51.2 contour line) as established by Bureau of Surveying and Mapping, Department of Natural Resources; thence along said Safe Upland Line the following two (2) courses: N 51° 45' 54" W, a distance of 77.71 feet and N 68° 15' 21" W, a distance of 144.80 feet; thence leaving said Safe Upland Line, N 23° 41' 49" W, a distance of 161.95 feet to the intersection with a marina bulkhead; thence along said marina bulkhead the following five (5) courses: S 66° 40' 54" W, a distance of 150.56 feet; N 22° 56' 02" W, a distance of 470.27 feet; N 67° 07' 00" E, a distance of 197.68 feet; S 22° 46' 11" E, a distance of 182.23 feet and S 68° 46' 52" E, a distance of 29.66 feet; thence N 67° 44' 54" E, a distance of 109.27 feet; thence N 26° 05' 10" W, a distance of 282.72 feet to the P.C. of a curve concave to the Southwest, having a radius of 541.21 feet; thence Northwesterly along the arc of said curve through a central angle of 12° 44' 30" a distance of 120.36 feet; thence N 60° 00' 00" W, a distance of 376.16 feet to the P.C. of a curve concave to the Northeast, having a radius of 650.00 feet; thence Northwesterly along the arc of said curve through a central angle of 01° 16' 01" a distance of 14.37 feet to a point on a curve whose radius point bears S 08° 52' 28" W, a distance of 541.21 feet; thence Northwesterly along the arc of said curve through a central angle of 02° 57' 38", a distance of 27.97 feet to the P.T. of said curve; thence N 84° 05' 10" W, a distance 830.12 feet to the Point of Beginning.

LESS AND EXCEPT:

NON-EXCLUSIVE EASEMENTS RESERVED IN EVENT OF VACATION OF PLATS OF RIVER RANCH SHORES

Shore Drive from the center of Harbor Drive west of River Ranch Boulevard as described in River Ranch Shores Subdivision, Unit One, Plat Book 48, Page 26, et seq., Public Records of Polk County, Florida

Waterway (Tract AN) from the center of Shore Drive to the Old Kissimmee River, River Ranch Shores Unit 5, Plat Book 51, Page 16, Public Records of Polk County, Florida.

That portion of River Ranch Boulevard running southwardly from its intersection with River Ranch Drive to the southwesterly corner of River Ranch Resort as described in metes and bounds and designated as PARCEL VI hereof.

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Tracts AE and AM together being the "S" shaped parcel running easterly from River Ranch Boulevard to a point, such point being at the intersection with the northerly projection of the east line of Tract AK, Plat Book 50, Page 10, Public Records of Polk County, Florida.

That portion of land between Tract R and Tract S occupied by Oakmont Drive, River Ranch Shores Unit One, Plat Book 48, Page 46, Public Records of Polk County, Florida.

All that part of Sunfish Drive lying to the South and adjacent to Tract D, Plat Book 40, Page 46, Public Records of Polk County, Florida.

LESS AND EXCEPT: that portion of land described as follows: Commence at the Northwest corner of Section 23, Township 31 S, Range 31 E, Polk County, Florida; thence continue S 50° 42' 35" E, a distance of 2,750.54 feet to the Point of Beginning; thence N 67° 21' 10" E, a distance of 195.00 feet; thence S 22° 38' 50" E, a distance of 230.00 feet; thence S 67° 21' 10" W, a distance of 195.00 feet; thence N 22° 38' 50" W, a distance of 230.00 feet to the Point of Beginning.

LESS AND EXCEPT: (PORTION CONVEYED TO RIVER RANCH CHAPEL, INC.) Commence at the Northwest corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, and run South 50° 42' 35" East, 2750.54 feet to a one inch iron pin and the point of beginning. From the point of beginning run North 22° 38' 50" West, along the East boundary of an existing road, 100 feet to the centerline of an existing ditch; thence North 67° 21' 10" East, in the center of said ditch, 240 feet; thence South 22° 38' 50" East, in the center of an existing ditch, 330 feet to the North boundary of an existing road; thence South 67° 21' 10" West, along said road boundary, 45 feet to the Southeast corner of the church land described in O.R. Book 2999, Page 3474, Public Records of Polk County, Florida; thence North 22° 38' 50" West, along the East boundary of said land, 230 feet; thence South 67° 21' 10" West, along the North boundary of said land, 195 feet to the point of beginning.

LESS AND EXCEPT: (KICCO ROAD) A strip of land 60 feet in width situate in Section 23, Township 31 South, Range 31 East, Polk County, Florida. The centerline of said 60 foot strip being more particularly described as follows: Commence at the Southwest corner of the Southeast quarter (SE 1/4) of said Section 23; thence South 88° 57' 33" East, along the South line of said Southeast quarter (SE 1/4), a distance of 624.53 feet to the Point of Beginning of said centerline; thence North 37° 01' 12" West, a distance of 1010.35 feet to the beginning of a curve from which the radius point bears North 52° 58' 48" East, a distance of 198.70 feet; thence Northwesterly and Northerly, along the arc of said curve, a distance of 188.19 feet through a central angle of 54° 15' 51" to a point of reverse curvature from which the radius point bears North 72° 45' 21" West,

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a distance of 159.24 feet; thence Northerly and Northwesterly along the arc of said curve a distance of 181.19 feet through a central angle of 65° 11' 31"; thence North 47° 56' 52" West a distance of 325.77 feet to the beginning of a curve from which the radius point bears South 42° 03' 08" West a distance of 467.20 feet; thence Northwesterly along the arc of said curve a distance of 154.42 feet through a central angle of 18° 56' 14" to a point of reverse curvature from which the radius point bears North 23° 06' 54" East, a distance of 296 feet; thence Northwesterly along the arc of said curve a distance of 152.33 feet through a central angle of 29° 29' 12"; thence North 37° 23' 54" West, a distance of 481.13 feet to the beginning of a curve from which the radius point bears North 52° 36' 06" East a distance of 750.00 feet; thence Northwesterly along the arc of said curve a distance of 274.22 feet through a central angle of 20° 56' 56"; thence North 16° 26' 58" West, a distance of 1196.04 feet, more or less, to the centerline of River Ranch Drive, as shown on the plat of River Ranch Shores Unit Four as recorded in Plat Book 50, Pages 3 through 27, inclusive, Public Records of Polk County, Florida. Said strip of land bounded on the South by the South line of said Section 23 and bounded on the North by the Southerly right of way of said River Ranch Drive.

LESS AND EXCEPT: (STRIP ADJACENT TO KICCO ROAD) A parcel of land situate in Section 23, Township 31 South, Range 31 East, Polk County, Florida, being more particularly described as follows: Commence at the Southwest corner of the Southeast quarter (SE 1/4) of said Section 23; thence South 88° 57' 33" East, along the South line of said Southeast quarter (SE 1/4), a distance of 662.63 feet to the Point of Beginning, said point also being the intersection of said South line with the Easterly line of Proposed Kicco Access Road Easement, as described in South Florida Water Management District Drawing No. KR-LDSK-1; thence North 37° 01' 12" West, along said Easterly line a distance of 788.51 feet; thence North 52° 36' 00" East, a distance of 18.68 feet to a point on the Northeast right of way of River Ranch Boulevard, a 150 foot road, as described in O.R. Book 2296, Pages 1464 and 1465, Public Records of Polk County, Florida; thence South 37° 24' 00" East, along said Northeast right of way a distance of 807.48 feet to a point on the South line of said Southeast quarter (SE 1/4); thence North 88° 57' 33" West, along said South line a distance of 30.53 feet to the point of beginning.

LESS AND EXCEPT: all of LONG HAMMOCK RECREATIONAL VEHICLE SUBDIVISION according to map or plat thereof recorded in Plat Book 73, Page 21, Public Records of Polk County, Florida.

LESS AND EXCEPT: all of OUTDOOR RESORTS RIVER RANCH RV RESORT, PHASE II, according to map or plat thereof as recorded in Plat Book 83, Page 1, Public Records of Polk County, Florida.

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LESS AND EXCEPT all of **OUTDOOR RESORTS RIVER RANCH RV RESORT, PHASE III**, according to map or plat thereof as recorded in Plat Book 85, Page 39, Public Records of Polk County, Florida.

LESS AND EXCEPT all of **OUTDOOR RESORTS RIVER RANCH RV RESORT, PHASE IV, RV LOTS**, according to map or plat thereof recorded in Plat Book 89, Page 25, Public Records of Polk County, Florida.

LESS AND EXCEPT: all of **OUTDOOR RESORTS RIVER RANCH RV RESORT, PHASE V-A, RV Lots**, according to map or plat thereof recorded in Plat Book 92, Pages 13 and 14, Public Records of Polk County, Florida.

LESS AND EXCEPT: all of **OUTDOOR RESORTS RIVER RANCH INN AND COTTAGES**, a condominium, according to Declaration of Condominium recorded in O.R. Book 2527, Page 2147 (Condominium Book 9, Page 14); as amended by First Amendment thereto recorded in O.R. Book 2744, Page 1395 (Condominium Book 10, Page 14); as further amended by Second Amendment thereto recorded in O.R. Book 2878, Page 1241 (Condominium Book 10, Page 39); as further amended by Third Amendment thereto recorded in O.R. Book 2878, Page 1256; and as further amended by Fourth Amendment thereto recorded in O.R. Book 2950, Page 1332; all of the foregoing in the Public Records of Polk County, Florida.

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Lots 2, 4, 5 and 6 in the subdivision of lands described in plat recorded in Plat Book 2 at Page 99 of the current public records of Brevard County, Florida, together with all lands lying between the above described properties and the center of the stream of the Indian River, including all riparian rights and submerged lands, together with all buildings situate thereon, including tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. Being those certain properties referred to in Deed from Fairview Land Company to National Mortgage Company, dated April 17, 1936, which Deed is recorded in Deed Book 227, Page 227 of the current public records of Brevard County, Florida.

All of Lots 3 and 5 Block "B" of Delannoy Addition as shown on plat recorded in Plat Book 1 page 29 of the public records of Brevard County, Florida. It is the intention of the Grantor to convey all contiguous property owned by the Grantor at this location, if any.

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Lots 5 through 13, inclusive, in Block C, of Shepard's Park Acres, an unrecorded subdivision of part of the SE 1/4 of the SE 1/4 of Section 32, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Commence at a point that is 325 feet West of, and 25 feet South of, the Northeast corner of the SE 1/4 of the SE 1/4 of Section 32, Township 24 South, Range 36 East, Brevard County, Florida, which point of commencement is at the point of intersection of the South line of the right-of-way of Poinsett Drive, and the West line of the right-of-way of Howard Street, and is also the Northeast corner of Lot 1, Block B, of said Shepard's Park Acres; thence run South along the West line of the right-of-way of Howard Street and parallel to the East line of said Section 32, a distance of 500 feet to the Northeast corner of Lot 5, Block C, of said Shepard's Park Acres, which is the Point of Beginning of the property being described in this instrument; thence for a first course of the property being described in this instrument continue South along the West line of the right-of-way of Howard Street and parallel to the East line of said Section 32, a distance of 50 feet to the Southeast corner of said Lot 5, Block B, which corner is on the North line of the right-of-way of Palmdale Avenue; thence for a second course of the property being described in this instrument run West along the North line of the right-of-way of said Palmdale Avenue, and parallel to the North line of the SE 1/4 of the SE 1/4 of said Section 32, a distance of 525 feet to the Southwest corner of Lot 13, Block C, of said Shepard's Park Acres; thence for a third course of the property being described in this instrument run North along the West line of said Lot 13, Block C, and parallel to the East line of said Section 32 a distance of 125 feet to the Northwest corner of said Lot 13, Block C, of Shepard's Park Acres; thence for a fourth course of the property being described in this instrument run East along the North lines of Lots 13, 12, 11, 10, 9, 8, 7 and 6, all in Block C, of said Shepard's Park Acres, and parallel to the North line of the SE 1/4 of the SE 1/4 of said Section 32 a distance of 400 feet to the Northeast corner of Lot 6, Block C, of said Shepard's Park Acres; thence for a fifth course of the property being described in this instrument run South along the East line of said Lot 6, Block C, and parallel to the East line of said Section 32, a distance of 75 feet to the Northwest corner of Lot 5, Block C, of said Shepard's Park Acres; thence for a sixth and final course of the property being described in this instrument run East along the North line of said Lot 5, Block C, and parallel to the North line of the SE 1/4 of the SE 1/4 of said Section 32, a distance of 125 feet to the Point of Beginning of the property being described in this instrument.

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The North 1/2 of Lot 16, and the South 1/2 of Lot 17, all in Block C, of Shepard's Park Acres, an unrecorded subdivision of part of the SE 1/4 of the SE 1/4 of Section 32, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at a point that is 425 feet South of, and 367 feet East of, the Northwest corner of the SE 1/4 of the SE 1/4 of Section 32, Township 24 South, Range 36 East, Brevard County, Florida, which point of beginning is also the point of intersection of the East line of the right-of-way of Santa Rosa Drive and the North line of Lot 16, Block C, of said Shepard's Park Acres; from said point of beginning, which is the Northwest corner of said Lot 16, Block C, and for a first course of the property being described in this instrument, proceed South along the East line of the right-of-way of Santa Rosa Drive a distance of 25 feet to the Northwest corner of property conveyed to Myra Jo Kinzalow per deed recorded in O.R. Book 1830, page 332, of the public records of Brevard County, Florida; thence for a second course of the property being described in this instrument proceed East along the North line of the property conveyed to Myra Jo Kinzalow as above referred to, a distance of 111.31 feet more or less to the Northeast corner of said property conveyed to Myra Jo Kinzalow as per deed recorded in O.R. Book 1830, page 332, aforesaid; thence for a third course of the property being described in this instrument proceed North parallel to the East line of the right-of-way of Santa Rosa Drive and along the West line of Lot 19, Block C, of said Shepard's Park Acres, a distance of 50 feet to the Northeast corner of the South 1/2 of Lot 17, Block C, of said Shepard's Park Acres; thence for a fourth course of the property being described in this instrument proceed West along the North line of the South 1/2 of said Lot 17, and parallel to the aforesaid second course of the property being described in this instrument, a distance of 111.31 feet more or less to a point on the East line of the right-of-way of Santa Rosa Drive; thence for a fifth and final course of the property being described in this instrument proceed South along the East line of the right-of-way of Santa Rosa Drive a distance of 25 feet to the Point of Beginning of the property being described in this instrument.

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Lots 19 and 20, in Block C, of Shepard's Park Acres, an unrecorded subdivision of part of the SE 1/4 of the SE 1/4 of Section 32, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Commence at a point that is 125 feet West of, and 25 feet South of, the Northeast corner of the SE 1/4 of the SE 1/4 of Section 32, Township 24 South, Range 36 East, Brevard County, Florida, which point of commencement is at the point of intersection of the South line of the right-of-way of Poinsett Drive and the West line of the right-of-way of Howard Street, and is also the Northeast corner of Lot 1, Block B, of said Shepard's Park Acres; thence run South along the West line of the right-of-way of Howard Street and parallel to the East line of said Section 32 a distance of 300 feet to the Northeast corner of Lot 1, Block C, of said Shepard's Park Acres, which corner is on the South line of the right-of-way of Santa Rosa Drive; thence run West along the South line of the right-of-way of Santa Rosa Drive and parallel to the North line of the SE 1/4 of the SE 1/4 of said Section 32, a distance of 425 feet to the Northeast corner of Lot 20, Block C, of said Shepard's Park Acres, and the Point of Beginning of the property being described in this instrument; thence for a first course of the property being described in this instrument continue West along the South line of the right-of-way of Santa Rosa Drive and parallel to the North line of the SE 1/4 of the SE 1/4 of said Section 32, a distance of 100 feet to the Northwest corner of Lot 19, Block C, of said Shepard's Park Acres; thence for a second course of the property being described in this instrument run South along the West line of said Lot 19, Block C, and parallel to the East line of said Section 32, a distance of 125 feet to the Southwest corner of said Lot 19, Block C; thence for a third course of the property being described in this instrument run East along the South lines of said Lots 19 and 20, Block C, and parallel to the first course aforesaid, a distance of 100 feet to the Southeast corner of said Lot 20, Block C; thence for a fourth and final course of the property being described in this instrument run North along the East line of said Lot 20, Block C, and parallel to the East line of said Section 32, a distance of 125 feet to the Point of Beginning of the property being described in this instrument.

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Lots 23 and 24, in Block C, of Shepard's Park Acres, an unrecorded subdivision of part of the SE 1/4 of the SE 1/4 of Section 32, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Commence at a point that is 325 feet West of, and 25 feet South of, the Northeast corner of the SE 1/4 of the SE 1/4 of Section 32, Township 24 South, Range 36 East, Brevard County, Florida, which point of commencement is at the point of intersection of the South line of the right-of-way of Poinsett Drive, and the West line of the right-of-way of Howard Street, and is also the Northeast corner of Lot 1, Block B, of said Shepard's Park Acres; thence run South along the West line of the right-of-way of Howard Street and parallel to the East line of said Section 32, a distance of 300 feet to the Northeast corner of Lot 1, Block C, of said Shepard's Park Acres, which corner is on the South line of the right-of-way of Santa Rosa Drive; thence run West along the South line of the right-of-way of Santa Rosa Drive and parallel to the North line of the SE 1/4 of the SE 1/4 of said Section 32, a distance of 225 feet to the Northeast corner of Lot 24, Block C, of said Shepard's Park Acres, and the Point of Beginning of the property being described in this instrument; thence for a first course of the property being described in this instrument continue West along the South line of the right-of-way of Santa Rosa Drive and parallel to the SE 1/4 of the SE 1/4 of said Section 32, a distance of 100 feet to the Northwest corner of Lot 23, Block C of said Shepard's Park Acres; thence for a second course of the property being described in this instrument run South along the West line of said Lot 23, Block C, and parallel to the East line of said Section 32 a distance of 125 feet to the Southwest corner of said Lot 23, Block C; thence for a third course of the property being described in this instrument run East along the South lines of said Lots 23 and 24, Block C, and parallel to the first course aforesaid, a distance of 100 feet to the Southeast corner of said Lot 24, Block C; thence for a fourth and final course of the property being described in this instrument run North along the East line of said Lot 24, Block C, and parallel to the East line of said Section 32, a distance of 125 feet to the Point of Beginning of the property being described in this instrument.

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Lots 7 and 8, in Block D, of Shepard's Park Acres, an unrecorded subdivision of part of the SE 1/4 of the SE 1/4 of Section 32, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Commence at a point that is 325 feet West of, and 25 feet South of, the Northeast corner of the SE 1/4 of the SE 1/4 of Section 32, Township 24 South, Range 36 East, Brevard County, Florida, which point of commencement is at the point of intersection of the South line of the right-of-way of Poinsett Drive and the West line of the right-of-way of Howard Street, and is also the Northeast corner of Lot 1, Block B, of said Shepard's Park Acres; thence run South along the West line of the right-of-way of Howard Street and parallel to the East line of said Section 32, a distance of 850 feet to the Southeast corner of Lot 5, Block D, of said Shepard's Park Acres, which corner is on the North line of the right-of-way of Oakdale Avenue; thence go West along the North line of the right-of-way of Oakdale Avenue, and parallel to the North line of the SE 1/4 of the SE 1/4 of said Section 32 a distance of 175 feet to the Southeast corner of Lot 7, Block D, of said Shepard's Park Acres, and the Point of Beginning of the property being described in this instrument; thence for a first course of the property being described in this instrument continue West along the North line of the right-of-way of said Oakdale Avenue, and parallel to the North line of the SE 1/4 of the SE 1/4 of said Section 32 a distance of 100 feet to the Southwest corner of Lot 8, Block D, of said Shepard's Park Acres; thence for a second course of the property being described in this instrument run North along the West line of said Lot 8, Block D, and parallel to the East line of said Section 32, a distance of 125 feet to the Northwest corner of Lot 8, Block D; thence for a third course of the property being described in this instrument run East along the North line of said Lots 8 and 7, Block D, and parallel to the North line of the SE 1/4 of the SE 1/4 of said Section 32, a distance of 100 feet to the Northeast corner of said Lot 7, Block D; thence for a fourth and final course of the property being described in this instrument run South along the East line of said Lot 7, Block D, and parallel to the East line of said Section 32, a distance of 125 feet to the Point of Beginning of the property being described in this instrument.

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Lots 10 through 13, inclusive, in Block D, of Shepard's Park Acres, an unrecorded subdivision of part of the SE 1/4 of the SE 1/4 of Section 32, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Commence at a point that is 325 feet West of, and 25 feet South of, the Northeast corner of the SE 1/4 of the SE 1/4 of Section 32, Township 24 South, Range 36 East, Brevard County, Florida, which point of commencement is at the point of intersection of the South line of the right-of-way of Poinsett Drive and the West line of the right-of-way of Howard Street, and is also the Northeast corner of Lot 1, Block B, of said Shepard's Park Acres; thence run South along the West line of the right-of-way of Howard Street and parallel to the East line of said Section 32, a distance of 850 feet to the Southeast corner of Lot 5, Block D, of said Shepard's Park Acres, which corner is on the North line of the right-of-way of Oakdale Avenue; thence go West along the North line of the right-of-way of Oakdale Avenue and parallel to the North line of the SE 1/4 of the SE 1/4 of said Section 32 a distance of 325 feet to the Southeast corner of Lot 10, Block D, of said Shepard's Park Acres, and the Point of Beginning of the property being described in this instrument; thence for a first course of the property being described in this instrument continue West along the North line of the right-of-way of said Oakdale Avenue, and parallel to the North line of the SE 1/4 of the SE 1/4 of said Section 32 a distance of 200 feet to the Southwest corner of Lot 13, Block D, of said Shepard's Park Acres; thence for a second course of the property being described in this instrument run North along the West line of said Lot 13, Block D, and parallel to the East line of said Section 32 a distance of 125 feet to the Northwest corner of said Lot 13, Block D; thence for a third course of the property being described in this instrument run East along the North lines of Lots 13, 12, 11 and 10, all in Block D, and parallel to the North line of the SE 1/4 of the SE 1/4 of said Section 32, a distance of 200 feet to the Northeast corner of said Lot 10, Block D; thence for a fourth and final course of the property being described in this instrument run South along the East line of said Lot 10, Block D, and parallel to the East line of said Section 32, a distance of 125 feet to the Point of Beginning of the property being described in this instrument.

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Lot 16, and the South 45.45 feet of Lot 17, all in Block D, of Shepard's Park Acres, an unrecorded subdivision of part of the SE 1/4 of the SE 1/4 of Section 32, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at a point that is 725 feet South of, and 367 feet East of, the Northwest corner of the SE 1/4 of the SE 1/4 of Section 32, Township 24 South, Range 36 East, Brevard County, Florida, which point of beginning is also the point of intersection of the East line of the right-of-way of Santa Rosa Drive and the North line of Lot 16, Block D, of said Shepard's Park Acres; from said point of beginning, which is the Northwest corner of said Lot 16, Block D, and for a first course of the property being described in this instrument proceed South along the East line of the right-of-way of Santa Rosa Drive and parallel to the East line of said Section 32 a distance of 50 feet to the Southwest corner of said Lot 16; thence for a second course of the property being described in this instrument proceed East along the South line of said Lot 16, Block D, and parallel to the North line of the SE 1/4 of the SE 1/4 of said Section 32 a distance of 111.31 feet more or less to the Southeast corner of said Lot 16; thence for a third course of the property being described in this instrument proceed North along the East lines of Lots 16 and 17, Block D, of said Shepard's Park Acres and parallel to the East line of said Section 32 a distance of 95.45 feet to a point; thence for a fourth course of the property being described in this instrument proceed West parallel to the second course aforesaid a distance of 111.31 feet more or less to a point on the East line of the right-of-way of Santa Rosa Drive; thence for the fifth and final course of the property being described in this instrument proceed South along the East line of the right-of-way of Santa Rosa Drive and parallel to the East line of said Section 32 a distance of 45.45 feet to the Northwest corner of Lot 16, Block D, of said Shepard's Park Acres and the Point of Beginning of the property being described in this instrument.

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Lots 19 through 26, inclusive, in Block D, of Shepard's Park Acres, an unrecorded subdivision of part of the SE 1/4 of the SE 1/4 of Section 32, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Commence at a point that is 325 feet West of, and 25 feet South of, the Northeast corner of the SE 1/4 of the SE 1/4 of Section 32, Township 24 South, Range 36 East, Brevard County, Florida, which point of commencement is at the point of intersection of the South line of the right-of-way of Poinsett Drive and the West line of the right-of-way of Howard Street, and is also the Northeast corner of Lot 1, Block B, of said Shepard's Park Acres; thence run South along the West line of the right-of-way of Howard Street and parallel to the East line of said Section 32 a distance of 600 feet to the Northeast corner of Lot 1, Block D, of said Shepard's Park Acres, which corner is on the South line of the right-of-way of Palmdale Avenue; thence run West along the South line of the right-of-way of Palmdale Avenue and parallel to the North line of the SE 1/4 of the SE 1/4 of said Section 32 a distance of 125 feet to the Northeast corner of Lot 26, Block D, of said Shepard's Park Acres, and the Point of Beginning of the property being described in this instrument; thence for a first course of the property being described in this instrument continue West along the South line of the right-of-way of said Palmdale Avenue and parallel to the North line of the SE 1/4 of the SE 1/4 of said Section 32 a distance of 400 feet to the Northwest corner of said Lot 19, Block D, of said Shepard's Park Acres; thence for a second course of the property being described in this instrument run South along the West line of said Lot 19, Block D, and parallel to the East line of said Section 32, a distance of 125 feet to the Southwest corner of said Lot 19, Block D; thence for a third course of the property being described in this instrument run East along the South lines of said Lots 19 through 26, all in Block D, and parallel to the first course aforesaid a distance of 400 feet to the Southeast corner of said Lot 26, Block D; thence for a fourth and final course of the property being described in this instrument run North along the East line of said Lot 26, Block D, and parallel to the East line of said Section 32, a distance of 125 feet to the Point of Beginning of the property being described in this instrument. LESS AND EXCEPT ALL OF LOTS 25 AND 26.

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Lots 3, 4 and 5 of Block "C" of Map #1, Merritt Winter Home Development as per plat recorded in Plat Book 2 page 55, of the public records of Brevard County, Florida

Lots twenty-two (22), twenty-three (23), and twenty-four (24) in Block F as laid down in Map #2, Merritt Winter Home Development, Merritt, Brevard County, Florida, recorded in Plat Book 2, page 78 of the current public records of Brevard County, Florida.

EXHIBIT "C"

1. Note and Mortgage given by Esther V. Alonso and Marcelo Alonso to Walter C. Shepard, Jr., recorded in Official Records Book 2096, Page 2389, Public Records of Brevard County, Florida.
2. Note and Mortgage from Willie R. Brown and Essie M. Brown, his wife, to Earl Waters, in the principal amount of \$17,000.00 and recorded in Official Records Book 2518, Page 636, Public Records of Brevard County, Florida.
3. Agreement for Deed between Orlando Atlantic Beach Company and Elson Erel Johnson, in the original principal sum of \$13,900.00, recorded in Official Records Book 1108, Page 178, Public Records of Brevard County, Florida.
4. Note and Mortgage from John H. Capers and Yvonne C. Capers to Walter C. Shepard, Jr., in the original principal sum of \$16,200.00, recorded in Official Records Book 3306, Page 3616, Public Records of Brevard County, Florida.
5. Note and Mortgage from John H. Capers and Yvonne C. Capers to Allen David Dark, recorded in Official Records Book 2465, Page 1493, Public Records of Brevard County, Florida.
6. Note and Mortgage from Dolores C. Coburn and Winifred B. Coots Lewis to National Mortgage Company, recorded in Official Records Book 2757, Page 853, Public Records of Brevard County, Florida.
7. Agreement for Deed between Orlando Atlantic Beach Company, as Trustee, and Ervin Moore, Jr. and Gladys D. Moore, recorded in Official Records Book 1212, Page 824, Public Records of Brevard County, Florida.
8. Note and Mortgage from Dalag Realty Enterprises, Inc. to Orlando Atlantic Beach Company, recorded in Official Records Book 3173, Page 671, Public Records of Brevard County, Florida.
9. Note and Mortgage from Earlean Daughtry to National Mortgage Company, recorded in Official Records Book 2400, Page 1369, Public Records of Brevard County, Florida.
10. Note and Mortgage from Clarence Ferguson and Susie W. Ferguson to Transit Acceptances, Inc., recorded in Official Records Book 2888, Page 2939, Public Records of Brevard County, Florida.

11. Note and Mortgage from Walter Joseph Fredlund and Robert William Fredlund to John D. Shepard, Sr. and Walter C. Shepard, Jr., as Co-Trustees, recorded in Official Records Book 3063, Page 3585, Public Records of Brevard County, Florida.
12. Note and Mortgage from George Gary to Civic Investments, Inc., recorded in Official Records Book 2249, Page 1317, Public Records of Brevard County, Florida.
13. Note and Mortgage from William P. Grant to Walter C. Shepard, Jr., recorded in Official Record Book 3489, Page 4089, Public Records of Brevard County, Florida.
14. Agreement for Deed between National Mortgage Company and Sam Green, Jr. and Betty Ann Green, recorded in Official Records Book 2869, Page 2834, Public Records of Brevard County, Florida.
15. Note and Mortgage from Diane Tingley Gunn and Artis A. Gunn, her husband, to National Mortgage Company, in the original principal amount of \$70,500.00, recorded in Official Records Book 2603, Page 1640, Public Records of Brevard County, Florida.
16. Note and Mortgage from B. D. Hedgecock and Annie C. Hedgecock, his wife, to National Mortgage Company, recorded in Official Records Book 1893, Page 758, Public Records of Brevard County, Florida.
17. Note and Mortgage from Catherine A. Jackson and Adlon Calloway Christmas to National Mortgage Company, recorded in Official Records Book 2378, Page 1462, Public Records of Brevard County, Florida.
18. Note and Mortgage from Ruth F. Jackson and Susie W. Ferguson to National Mortgage Company, recorded in Official Records Book 2888, Page 2945, Public Records of Brevard County, Florida.
19. Note and Mortgage from Clarence Ferguson and Susie W. Ferguson to National Mortgage Company, recorded in Official Records Book 2902, Page 1017, Public Records of Brevard County, Florida.
20. Note and Mortgage from Samuel Johnson and Addie Lue Johnson to Marilu S. Dykes, recorded in Official Records Book 346, Page 13, Public Records of Brevard County, Florida.
21. Note and Mortgage from Evans M. Khan and Haniffa Khan, his wife, to National Mortgage Company, recorded in Official Records Book 2446, Page 2328, Public Records of Brevard County, Florida.

22. Agreement for Deed between Orlando Atlantic Beach Company and Frank Arthur Lewis and Patricia Yvonne Lewis, recorded in Official Records Book 2895, Page 1555, Public Records of Brevard County, Florida.
23. Note and Mortgage from Loristean R. Mitchell to Orlando Atlantic Beach Company, recorded in Official Records Book 2987, Page 2273, Public Records of Brevard County, Florida.
24. Note and Mortgage from Debbie Lynn Painter to National Mortgage Company, in the original principal amount of \$28,000.00, recorded in Official Records Book 2887, Page 2613, Public Records of Brevard County, Florida.
25. Note and Mortgage from Paul A. Preston and Kristen H. Preson, his wife, to Marion P. Colley, recorded in Official Records Book 1830, Page 367, Public Records of Brevard County, Florida.
26. Note and Mortgage from Willie L. Robinson and Maggie Dell Robinson to Walter C. Shepard, recorded in Official Records Book 615, Page 372, Public Records of Brevard County, Florida.
27. Note and Mortgage from John P. Thomas, Jr. and Barbara W. Thomas, his wife, to Orlando Atlantic Beach Company, recorded in Official Records Book 3020, Page 1782, Public Records of Brevard County, Florida.
28. Note and Mortgage from Anne M. Van Gorp to Walter C. Shepard, Jr. as successor trustee, in the original principal amount of \$21,443.55, recorded in Official Records Book 3186, Page 2481, Public Records of Brevard County, Florida.
29. Note and Mortgage from Anne M. Van Gorp to Walter C. Shepard, Jr. as successor trustee, in the original principal amount of \$23,329.01, recorded in Official Records Book 3186, Page 2525, Public Records of Brevard County, Florida.
30. Note and Mortgage from Anne M. Van Gorp to Walter C. Shepard, Jr. as successor trustee, in the original principal amount of \$21,577.10, recorded in Official Records Book 3186, Page 2397, Public Records of Brevard County, Florida.
31. Note and Mortgage from Anne M. Van Gorp to Walter C. Shepard, Jr. as successor trustee, in the original principal amount of \$17,944.90, recorded in Official Records Book 3186, Page 2390, Public Records of Brevard County, Florida.
32. Note and Mortgage from Anne M. Van Gorp to Walter C. Shepard, Jr. as successor trustee, recorded in Official Records Book 3186, Page 2495, Public Records of Brevard County, Florida.

33. Note and Mortgage from Anne M. Van Gorp to Walter C. Shepard, Jr. as successor trustee, in the original principal amount of \$28,047.53, recorded in Official Records Book 3186, Page 2475, Public Records of Brevard County, Florida.
34. Note and Mortgage from Anne M. Van Gorp to Walter C. Shepard, Jr. as successor trustee, in the original principal amount of \$6,143.47, recorded in Official Records Book 3186, Page 2411, Public Records of Brevard County, Florida.
35. Note and Mortgage from Anne M. Van Gorp to Walter C. Shepard, Jr. as successor trustee, recorded in Official Records Book 3186, Page 2487 and re-recorded in Official Records Book 3209, Page 3968, Public Records of Brevard County, Florida.
36. Note and Mortgage from Linda Ann Waters and Earl Waters to Transit Acceptances, Inc., recorded in Official Records Book 2209, Page 1337, Public Records of Brevard County, Florida.
37. Note and Mortgage from Duane A. Watson, Trustee, to National Mortgage Company, recorded in Official Records Book 2734, Page 1768, Public Records of Brevard County, Florida.
38. Note and Mortgage from Isaac Woodruff and Dorothy Woodruff, his wife, to Civic Investments, Inc., in the original principal amount of \$25,000.00, and recorded in Official Records Book 2869, Page 2830, Public Records of Brevard County, Florida.
39. Note and Mortgage from Duane A. Watson, Trustee, to National Mortgage Company, in the original principal amount of \$350,000.00, recorded in Official Records Book 2933, Page 2005, and modification thereto, recorded in Official Records Book 2943, Page 359 for future advance in the amount of \$432,928.46 and dated November 16, 1989, all of the Public Records of Brevard County, Florida.
40. Notes and Mortgage from Duane Watson and W. Janson Davis to National Mortgage Company, in the original principal amounts of \$79,716.33, dated September 29, 1988, and \$592,344.23 dated February 28, 1990, and modification thereto recorded in Official Records Book 2954, Page 2750, all of the Public Records of Brevard County, Florida.
41. Agreement for Deed between Orlando Atlantic Beach Company and Huddie Lee Abner and Ruth J. Abner, recorded in Official Records Book 1303, Page 417, Public Records of Brevard County, Florida.
42. Note and Mortgage from Kelly C. Young and Luella Young, his wife, to National Mortgage Company, recorded in Official Records Book 882, Page 306, Public Records of Brevard County, Florida and Mortgage Modification Agreement recorded in Official Records Book 2233, Page 2061, Public Records of Brevard County, Florida.

43. Note and Mortgage from John H. Capers and Yvonne C. Capers, husband and wife, to Walter C. Shepard, Jr., dated July 12, 1993, recorded in Official Records Book 3306, Page 3666 of the Public Records of Brevard County, Florida.
44. Articles of Agreement between Orlando Atlantic Beach Company, a Florida corporation, and Shelton E. Robinson, Jr. and Eunice C. Robinson, his wife, as tenants by the entirety, dated March 5, 1973, recorded in Official Records Book 1407, Page 590 of the Public Records of Brevard County, Florida. Assignment of Contract from Shelton E. Robinson, Jr. and Eunice C. Robinson, his wife to Ernestine George, dated December 29, 1975, recorded in Official Records Book 1584, Page 917 of the Public Records of Brevard County, Florida. Assignment of Contract from Ernestine George to Morris J. Brothers dated December 30, 1975, recorded in Official Records Book 2759, Page 0784 of the Public Records of Brevard County, Florida. Assignment of Contract from Morris J. Brothers to Harold Leon Brothers, dated July 16, 1987, recorded in Official Records Book 2821, Page 9242 of the Public Records of Brevard County, Florida.

EXHIBIT D

REDACTED

Deposit account held by AmSouth Bank, account number [REDACTED], under the control of Powell, Carney, Hayes & Silverstein, P.A.