POST CLOSING AGREEMENT

THIS POST CLOSING AGREEMENT ("Agreement") is entered into this 5th day of September, 2008, by and between Zellwood Station Co-Op, Inc., a Florida not-for-profit corporation ("Zellwood" or "Co-Op") whose address is 2126 Spillman Drive, Zellwood, Florida 32798 to Silvestri Investments of Florida, Inc., a Florida corporation ("Silvestri") whose address is 1215 Gessner Drive, Houston, Texas 77055.

WITNESSETH:

WHEREAS, Zellwood and The Keewin Real Property Company, LLC, a Florida limited liability company ("Keewin") entered into a Contract For Sale and Purchase on September 13, 2007 as amended by that certain Amendment to Contract for Sale and Purchase dated October 15, 2007, that certain Second Amendment to Contract for Sale and Purchase dated November 9, 2007, that certain Third Amendment to Contract for Sale and Purchase dated January 4, 2007, that certain Fourth Amendment to Contract for Sale and Purchase dated July 14, 2008 and that certain Fifth Amendment to Contract for Sale and Purchase dated July 31, 2008 (collectively the "Contract") for the property described in Exhibit "A" attached hereto and made a part hereof by this reference ("Property") (the "Transaction").

WHEREAS, Keewin assigned its Interest in the Contract to Silvestri on August 26, 2008.

WHEREAS, Zellwood and Silvestri have agreed to close this Transaction on the date of this Agreement and to release the sales proceeds payable under the Contract, in reliance on the parties mutual promise to perform certain post closing obligations concerning the Transaction, as set forth below, that survive closing.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and in consideration of the sum of ten dollars (\$10.00) each to the other in hand paid, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Whereas Clauses; Capitalized Terms. The Whereas Clauses above are true and correct and incorporated herein. Capitalized terms used herein shall have the meaning ascribed to such terms in this Agreement and/or in the Contract.

2. Obligations of Zellwood and Silvestri.

A. Upon the commencement of the improvements for the Subdivision, Silvestri shall, at its sole cost and expense, disassemble the park fence traversing along Ponkan Road. At such time Silvestri shall provide written notification to Zellwood and Zellwood shall have five (5) business days from receipt of such notice to request that Silvestri store said fence within the Zellwood Station PD, as directed by Zellwood, in order to allow Zellwood, at its sole cost and expense, to re-install said fence in other areas within the Zellwood Station PD at a later date. In the event that Zellwood does not make such a request within said five (5) day period, then Zellwood shall be deemed to have waived its rights to the park fence and Silvestri

shall have the right to dispose of same in any fashion it so desires.

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- B. Silvestri and Zellwood acknowledge that the pump station at its current site between golf hole numbers 1 and 2 of the existing golf course shall remain and shall not be relocated. However, Silvestri agrees to enclose and upgrade the appearance of Zellwood's existing fertilization pump station in accordance with the regulations of the governmental agency having jurisdiction over same.
- C. Upon completion of the Golf Course Holes and acceptance of same in writing by Zellwood, Silvestri shall pay to Zellwood, within thirty (30) days of receipt of said written acceptance notice, the sum of One Hundred Thousand and no/100ths Dollars (\$100,000.00) for Zellwood's use to make any improvements to the Zellwood Station PD, determined by Zellwood. This payment is in addition to the Purchase Price and any other obligations of Silvestri herein.
- D. Zellwood acknowledges that Silvestri has caused to be issued that certain letter of credit in favor of Zellwood (the "Letter of Credit"), which shall be held in escrow by Gray/Robinson, as Escrow Agent. Upon completion of the Improvements and acceptance of same by Zellwood, Zellwood shall notify the Escrow Agent in writing and direct the Escrow Agent to release the Letter of Credit from escrow and deliver same to Silvestri pursuant to that certain Escrow Agreement executed on even date herewith.
- E. Zellwood, by execution of the Contract, accepted the preliminary subdivision plan shown on **Exhibit "F"** of the Contract and the preliminary layout of the Subdivision (the "Preliminary Subdivision Plan"). Final design and final details of the Preliminary Subdivision Plan attached to the Contract as **Exhibit "F"** are subject to the Zellwood's reasonable approval (which approval shall not be unreasonably withheld or delayed), but it is generally accepted by the parties hereto that the "typical" subdivision lot sizes will be approximately 50' wide by 110' deep.
- F. Silvestri shall construct, at its sole cost and expense, of a six foot (6') high brick wall along the southern and western boundary of the Subdivision property line. The brick wall, when finished, will be landscaped with irrigation and will be maintained by the Subdivision owners association. Commencement of the wall will commence no earlier than Silvestri's receipt of its first building permit for a home (including a model home) in the Subdivision. Silvestri agrees that until such time as the wall is completed, it shall keep the southern and western boundary of the Subdivision property mowed.
- G. It is understood that no motor vehicular access into the Zeilwood Station PD will be permitted from the Subdivision, as designed and depicted on **Exhibit** "F" of the Contract.
- H. It is understood that no golf cart access between the Subdivision and the Zellwood Station PD will be permitted, unless the Subdivision is approved as a "55 or older community." If the Subdivision is approved as a "55 or older community" only a "pass controlled" golf cart sized gate for entry by golf members only will be allowed, which shall be installed by Silvestri, at its sole cost and expense, and maintained by the Subdivision owners

association.

- I. Silvestri shall not use the Zellwood Station name, or any variation thereof, in naming or marketing the Subdivision.
- J. Silvestri shall include in the Subdivision association covenants, conditions and restrictions, which shall be recorded in the public records of Orange County, a "No Trespassing" rule in that the only legal motor vehicle entrance into the Zellwood Station PD is through the main gate at Spillman Drive via U.S. Highway 441, and that any other entry into the Zellwood Station PD is considered trespassing.
- K. Silvestri shall inform and promote golf course membership to the purchasers of new homes in the Subdivision.
- L. Silvestri shall obtain sewer and water utilities and pay capital connection charges for same to the City of Apopka Utilities for the Subdivision.
- M. Zellwood agrees to fully support Silvestri in obtaining all necessary permits and approvals required with local and state governmental authorities for the Subdivision and/or the Golf Course Holes, including but not limited to an amendment to the Zellwood Station PD, Preliminary Subdivision Plan and final engineering or plat approvals. Silvestri shall have the right, but not the obligation, to commence the construction of the Subdivision with the construction of the Improvements, as defined in the Easement, hereinafter defined.
- N. Zellwood agrees to support Silvestri in any of the following, which will relate specifically to the Subdivision: (1) change to the Zellwood Station PD from "manufactured" homes to conventional "stick built" homes, and (2) a change from an "adult" community to a "no age restriction" community,
- O. Zellwood and Silvestri acknowledge that the Orange County Engineer will not allow the elimination of the proposed pond between the existing golf course holes numbers 4 and 6.
- P. By execution hereof, Zellwood acknowledges that it has approved the Final Engineering Plan prepared by Evans Engineering, Inc. dated September 21, 2007, a copy of which is attached hereto as **Exhibit "B,"** which includes, but not limited to, the location of the concrete golf paths from the relocated golf course hole greens to the next golf tee. The restroom facilities shall be located between the new golf holes 4 and 5. Upon commencement of the construction of the new golf course holes, Silvestri will provide Zellwood with a proposed location for same. Zellwood shall have five (5) business days (the "Approval Period") to approve same. If Zellwood does not notify Silvestri within the Approval Period, the proposed location shall be deemed accepted.
- Q. Zeilwood and Silvestri acknowledge and agree that the Improvements, as defined in the Temporary Construction Easement (the "Easement") are to be completed at the sole cost and expense of Silvestri and the representations contained in the Easement are

incorporated herein. In the event Silvestri shall be delayed or hindered in, or prevented from the performance of any work, service or other act required under this Agreement to be performed and such delay or hindrance is due to strikes, lockout, acts of God, governmental restrictions, enemy act, civil commotion, inability to obtain materials, or other causes of a like nature beyond the control of Silvestri, then the performance of such work, service or other act shall be excused for the period of such delay and the period of performance of such work, service, or other act shall be extended for a period equivalent to the period of such delay. In the event of such a delay occurs, Zellwood and Silvestri hereby agree to amend the Temporary Construction Easement as well as the Letter of Credit for the sole purpose of extending the time accordingly. Zellwood and Silvestri acknowledge that both the Temporary Construction Easement and the Letter of Credit are based on the ability of Silvestri to complete the Improvements within one year from the date of this Agreement.

- R. If during the construction of the Golf Course Holes, Silvestri determines that the utility poles located within the Golf Course Holes need to be relocated, Silvestri shall relocate same at its sole expense.
- 3. **Counterparts, Facsimile and Electronic Signatures.** This Agreement may be executed in any number of counterparts, including facsimile and electronic mail signatures, each of which will be deemed an original and all of which, taken together, will constitute one instrument. The parties may execute different counterparts of this Agreement, and, if they do so, the signature pages from the different counterparts may be combined to provide one integrated document.
- 4. **Attorneys' Fees Paralegal Fees and Costs.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal (collectively "Attorneys' Fees").
- 5. **Default.** The failure of either party to comply with the provisions of this Agreement shall be and constitute a default hereunder, and the parties shall have the right to seek all legal and equitable relief allowed by law, including actual damages and/or specific performance of this Agreement. Notwithstanding the foregoing, Zellwood acknowledges that its only remedy for specific performance will be its right to draw on the Letter of Credit for completion of the Improvements.
- 6. **Survival of Agreement.** This Agreement shall survive the closing of the Transaction.
- 7. **Notices.** Any notices provided for shall be in writing and shall be deemed to have been properly and timely delivered by either party to the other if such notice shall have been delivered by hand or mailed certified or registered mail, return receipt required, postage prepaid, addressed to the parties at the addresses set forth above.

- 8. **Severability.** If any provisions of this Agreement are held to be illegal or invalid, the other provisions shall remain in full force and effect.
- 9. **Entire Agreement.** This Agreement and the exhibits attached hereto constitute the entire Agreement between the parties pertaining to the subject matter hereof and may not be modified orally or otherwise than by written amendments executed on behalf of each party.
- 10. **Amendments.** This Agreement may not be amended except by written agreement signed by all of the parties.
- 11. **Governing Law; Venue.** The laws of the State of Florida shall govern the validity, enforcement, and interpretation of this Agreement. In case of any controversy or dispute in the interpretation of this Agreement, both parties agree and accept to be subjected to the jurisdiction and competence of the State of Florida, Orange County, Florida, forsaking any other jurisdiction which either party may claim by virtue of its residency.
- 12. **Captions.** The captions for each paragraph of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, or the intent of any provision hereof.
- 13. **Severability.** If any provisions of this Agreement are held to be illegal or invalid, the other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is entered into as of the day and year first above written.

By:

"Zellwood":

Signed, sealed and delivered in the presence of:

Florida not-for-profit corporation

Robert D. Thomson

Zellwood Station Co-Op, Inc., a

Print Name: Healther M. Yoursh

Its: President

Drint Namo

Aren A McMican

STATE OF FLORIDA).	s.s.:
COUNTY OF ORANGE	•	3.3

The foregoing instrument was acknowledged before me this 5th day of September, 2008, by Robert D. Thomson, as President, of Zellwood Station Co-Op, Inc. a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me, or has produced a Florida driver's license (type of identification) as identification.

Sharm	B. alma	
NOTARY PUBLIC Printed Name:	SHARON B. ABNER	
My Commission Expires:		
(SEAL)		

NOTARY PUBLIC-STATE OF FLORIDA
Sharon B. Abner
Commission # DD549439
My Comm. Expires: 05/08/2010

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"Silvestri":

Signed, sealed and delivered in the presence of:	Silvestri Investments of Florida, Inc., a Florida corporation
Print Name: BRIAN HICL Print Name: Deserving	By: Dan Silvestri Its: Vice President
STATE OF 1-14-)	
STATE OF PEXAS): S.S.:	0574
The foregoing instrument was acknown 2008, by Dan Silvestri, as Vice President, corporation, on behalf of the corporation.	owledged before me this day of AUGUST of Silvestri Investments of Florida, Inc., a Florida He is personally known to me, or has produced a atlon) as identification.
	NOTARY RUBEIC
BRIAN HILL	Printed Name:
My Commission Expires July 24, 2011	My Commission Expires:
**************************************	(SEAL)

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Legal Description (Property Conveyed from Silvestri to Zellwood)

Silvestri Parcel 1

A parcel of land being a portion of the North ½ of Section 25, Township 20 South, Range 27 East, Orange County, Florida. Being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast ¼ of said Section 25; thence South 89°49'09" East, along the north line of the Northeast 1/4 of said Section 25, a distance of 1,349.34 feet to a point on the East line of the West ½ of the Northeast ¼ of said Section 25; thence South 00°11'23" East, along the East line of the West ½ of the Northeast 1/4 of said Section 25, a distance of 953.89 feet; thence South 89°48'37" West, a distance of 104.30 feet to the POINT OF BEGINNING; thence South 00°10'56" East, a distance of 231.51 feet to a point of curvature of a curve concave west, having a radius of 363.00 feet and a central angle of 03°08'24"; thence southerly along the arc a distance of 19.89 feet; thence North 87°02'32" West, a distance of 20.00 feet to a point on a nontangent curve concave northwest having a radius of 343.00 feet and a delta angle of 56°00'23"; thence from a tangent bearing of South 02°56'57" West run southwesterly along the arc a distance of 335.28 feet; thence North 27°22'01" West, a distance of 86.24 feet to a point on a non-tangent curve concave northwest having a radius of 257.00 feet and a delta angle of 09°49'17"; thence from a tangent bearing of South 57°43'20" West run southwesterly along the arc a distance of 44.05 feet; thence South 27°22'01" East, a distance of 86,24 feet to a point on a non-tangent curve concave north having a radius of 343.00 feet and a delta angle of 21°34'27"; thence from a tangent bearing of South 66°18'38" West run westerly along the arc a distance of 129.15 feet; thence South 87°53'04" West, a distance of 89.05 feet; thence South 02°06'56" East, a distance of 167.62 feet to a point of curvature of a curve concave west, having a radius of 878.00 feet and a central angle of 17°19'26"; thence southerly along the arc a distance of 265.47 feet; thence North 74°47'31" West, a distance of 86.00 feet; thence South 78°02'42" West, a distance of 61.29 feet; thence North 72°37'09" West, a distance of 113.18 feet to a point on a non-tangent curve concave north having a radius of 120.00 feet and a delta angle of 133°03'05"; thence from a tangent bearing of South 35°20'00" West run westerly along the arc a distance of 278.66 feet; thence North 13°41'54" West, a distance of 233.56 feet; thence North 21°35'51" West, a distance of 137.76 feet to a point on a non-tangent curve concave south having a radius of 1,003.00 feet and a delta angle of 02°30'49"; thence from a tangent bearing of South 69°39'33" West run westerly along the arc a distance of 44.00 feet; thence South 21°35'51" East, a distance of 86.02 feet to a point on a nontangent curve concave southeast having a radius of 917.00 feet and a delta angle of 02°25'53"; thence from a tangent bearing of South 67°01'40" West run southwesterly along the arc a distance of 38.91 feet; thence South 64°35'47" West, a distance of 219.12 feet to a point of curvature of a curve concave north, having a radius of 498.00 feet and a central angle of 32°25'27"; thence westerly along the arc a distance of 281.82 feet to a point of tangency; thence North 82°58'46" West, a distance of 288.19 feet to a point of curvature of a curve concave south, having a radius of 202.00 feet and a central angle of 57°10'19"; thence westerly along the arc a distance of 201.56 feet; thence North 50°09'05" West, a distance of 86.00 feet to a point on a non-tangent curve concave

Exhibit "A"

southeast having a radius of 288.00 feet and a delta angle of 10°03'03"; thence from a tangent bearing of South 39°50'55" West run southwesterly along the arc a distance of 50.52 feet; thence North 60°12'08" West, a distance of 130.00 feet to a point on a nontangent curve concave southeast having a radius of 418.00 feet and a delta angle of 29°56'50"; thence from a tangent bearing of North 29°47'52" East run northeasterly along the arc a distance of 218.48 feet; thence North 02°10'02" East, a distance of 51.30 feet to a point on a non-tangent curve concave east having a radius of 120,00 feet and a delta angle of 189°26'47"; thence from a tangent bearing of North 76°47'51" West run northerly along the arc a distance of 396.78 feet to a point on a non-tangent curve concave south having a radius of 654.00 feet and a delta angle of 16°55'14", said point being hereinafter referred to as POINT 'A'; thence from a tangent bearing of North 78°04'57" East run easterly along the arc a distance of 193.14 feet; thence South 05°00'11" West, a distance of 86.00 feet to a point on a non-tangent curve concave south having a radius of 568.00 feet and a delta angle of 02°01'03"; thence from a tangent bearing of South 84°59'49" East run easterly along the arc a distance of 20.00 feet; thence North 07°01'14" East, a distance of 86.00 feet; thence South 82°58'46" East, a distance of 288,19 feet to a point of curvature of a curve concave north, having a radius of 46.00 feet and a central angle of 32°25'27"; thence easterly along the arc a distance of 26.03 feet to a point of tangency; thence North 64°35'47" East, a distance of 63.00 feet to a point on a non-tangent curve concave south having a radius of 120.00 feet and a delta angle of 114°57'50"; thence from a tangent bearing of North 27°43'35" East run easterly along the arc a distance of 240.78 feet; thence South 56°14'11" East, a distance of 201.50 feet to a point on a non-tangent curve concave south having a radius of 1,133.00 feet and a delta angle of 07°21'41"; thence from a tangent bearing of North 71°31'11" East run easterly along the arc a distance of 145.57 feet; thence South 11°07'08" East, a distance of 86.00 feet to a point on a non-tangent curve concave south having a radius of 1,047.00 feet and a delta angle of 01°38'30"; thence from a tangent bearing of North 78°52'52" East run easterly along the arc a distance of 30.00 feet; thence North 09°28'38" West, a distance of 83.07 feet; thence North 89°27'05" East, a distance of 491.09 feet to a point of curvature of a curve concave northwest, having a radius of 385.00 feet and a central angle of 89°38'01"; thence northeasterly along the arc a distance of 602.30 feet to the POINT OF BEGINNING.

LESS AND EXCEPT: Well Site Number 3

Commence at aforementioned POINT 'A'; thence South 20°44'33" East, a distance of 87.19 feet to the POINT OF BEGINNING, and a point on a non-tangent curve concave south having a radius of 568.00 feet and a delta angle of 04°04'00"; thence from a tangent bearing of North 79°25'55" East run easterly along the arc a distance of 40.31 feet; thence South 06°30'05" East, a distance of 20.00 feet to a point on a non-tangent curve concave south having a radius of 548.00 feet and a delta angle of 04°04'00"; thence from a tangent bearing of South 83°29'55" West run westerly along the arc a distance of 38.90 feet; thence North 10°34'05" West, a distance of 20.00 feet to the POINT OF BEGINNING.

AND

Silvestri Parcel 2

A parcel of land being a portion of the Northwest 1/4 of Section 25, Township 20 South, Range 27 East, Orange County, Florida. Being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of said Section 25; thence South 88°20'39" West, along the North line of the Northwest 1/4 of said Section 25, a distance of 2101.94 feet; thence departing said North line, South 01°39'21" East, a distance of 30.00 feet to a point on the South right of way line of Ponkan Road (A 60.00 foot right of way); thence continue South 01°39'21" East along said line, a distance of 236.46 feet; thence South 37°51'29" East, a distance of 198.33 feet; thence South 88°18'38" East, a distance of 497.33 feet; thence South 75°31'58" East, a distance of 74.47 feet; thence South 58°04'10" East, a distance of 248.66 feet to the POINT OF BEGINNING; thence continue South 58°04'10" East along said line, a distance of 459.00 feet; thence South 17°28'30" East, a distance of 141.31 feet; thence South 00°00'00" East, a distance of 34.91 feet to a point on a non-tangent curve concave north having a radius of 1,078.00 feet and a delta angle of 03°44'18"; thence from a tangent bearing of North 71°53'37" West run westerly along the arc a distance of 70.34 feet; thence North 68°09'19" West, a distance of 420.34 feet to a point of curvature of a curve concave south, having a radius of 1,047.00 feet and a central angle of 28°10'16"; thence westerly along the arc a distance of 514.79 feet to a point of tangency; thence South 83°40'25" West, a distance of 337.46 feet to a point of curvature of a curve concave north, having a radius of 961.32 feet and a central angle of 05°09'05"; thence westerly along the arc a distance of 86.43 feet; thence North 01°10'30" West, a distance of 86.00 feet to a point on a non-tangent curve concave north having a radius of 875.32 feet and a delta angle of 07°43'57"; thence from a tangent bearing of South 88°49'30" West run westerly along the arc a distance of 118.13 feet; thence North 06°33'30" East, a distance of 140.00 feet to a point on a non-tangent curve concave north having a radius of 735.32 feet and a delta angle of 12°53'02"; thence from a tangent bearing of South 83°26'33" East run easterly along the arc a distance of 165.35 feet; thence North 83°40'25" East, a distance of 337.46 feet to a point of curvature of a curve concave south, having a radius of 1,273.00 feet and a central angle of 25°17'52"; thence easterly along the arc a distance of 562.07 feet to the POINT OF BEGINNING.

H:\l Hadley\l CLIENTS\Keen-Keewin\Zellwood-Joint Venture Ponkan Road 18894\Legal Description property conveyed from Silvestri to Zellwood.doc (read with survey 8-23-08)

Legal Description (Property conveyed from Zellwood To Silvestri)

ZELLWOOD CO-OP PARCEL 1:

A PARCEL OF LAND BEING A PORTION OF THE NORTH 1/2 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 00° 28' 40" EAST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 30,00 FEET TO THE POINT OF BEGINNING AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF PONKAN ROAD (A 60.00 FOOT WIDE RIGHT OF WAY); THENCE SOUTH 89° 49' 09" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 966.85 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 00° 10' 51" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 45° 39' 37" EAST, A DISTANCE OF 143.29 FEET; THENCE SOUTH 00° 07' 58" EAST, A DISTANCE OF 71.63 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTH HAVING A RADIUS OF 453,00 FEET AND A DELTA ANGLE OF 32° 12' 35"; THENCE FROM A TANGENT BEARING OF NORTH 52° 32' 37" WEST RUN WESTERLY ALONG THE ARC A DISTANCE OF 254.66 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 1,333.81 FEET AND A CENTRAL ANGLE OF 04° 46' 56"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 111.33 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°32'08" WEST, A DISTANCE OF 1,275.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 478,00 FEET AND A CENTRAL ANGLE OF 05° 59' 47"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 50,03 FEET; THENCE SOUTH 05° 31' 56" EAST, A DISTANCE OF 20,00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTH HAVING A RADIUS OF 458,00 FEET AND A DELTA ANGLE OF 09° 40' 38"; THENCE FROM A TANGENT BEARING OF SOUTH 84° 28' 05" WEST RUN WESTERLY ALONG THE ARC A DISTANCE OF 77.36 FEET; THENCE SOUTH 15° 12' 33" EAST, A DISTANCE OF 130.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTH HAVING A RADIUS OF 328.00 FEET AND A DELTA ANGLE OF 05° 26' 50"; THENCE FROM A TANGENT BEARING OF NORTH 74°47'27" EAST RUN EASTERLY ALONG THE ARC A DISTANCE OF 31.18 FEET; THENCE SOUTH 09° 45' 43" EAST, A DISTANCE OF 86.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTH HAVING A RADIUS OF 242.00 FEET AND A DELTA ANGLE OF 10° 13' 35"; THENCE FROM A TANGENT BEARING OF NORTH 80° 14' 17" EAST RUN EASTERLY ALONG THE ARC A DISTANCE OF 43,19 FEET; THENCE SOUTH 89° 32' 08" EAST, A DISTANCE OF 1,027.35 FEET; THENCE SOUTH 63° 31' 41" EAST, A DISTANCE OF 197.46 FEET; THENCE SOUTH 21° 58' 35" EAST, A DISTANCE OF 63.86 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 126,00 FEET AND A DELTA ANGLE OF 80° 33' 15"; THENCE FROM A TANGENT BEARING OF SOUTH 02° 08' 56" WEST RUN SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 177.15 FEET; THENCE SOUTH 00° 10' 56" EAST, A DISTANCE OF 100.33 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 120,00 FEET AND A DELTA ANGLE OF 22° 12' 44"; THENCE FROM A TANGENT BEARING OF SOUTH 36° 41' 16" WEST RUN SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 46.52 FEET; THENCE SOUTH 65° 11' 44" EAST, A DISTANCE OF 84.34 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 40.00 FEET AND A DELTA ANGLE OF 114° 57' 50"; THENCE FROM A TANGENT BEARING OF SOUTH 07° 44' 11" EAST RUN SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 80.26 FEET; THENCE SOUTH 32° 42' 01" EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 37° 00' 33" EAST, A DISTANCE OF 125.95 FEET; THENCE SOUTH 00° 10' 56" EAST, A DISTANCE OF 150.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 127.00 FEET AND A CENTRAL ANGLE OF 88°

LEGAL DESCRIPTION CONTINUED (Property conveyed from Zellwood To Silvestri)

04' 00": THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 195.21 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87° 53' 04" WEST, A DISTANCE OF 89.05 FEET; THENCE NORTH 02° 06' 56" WEST, A DISTANCE OF 18,44 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WEST, HAVING A RADIUS OF 573.00 FEET AND A CENTRAL ANGLE OF 26° 33' 56"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 265.68 FEET; THENCE SOUTH 61° 19' 08" WEST, A DISTANCE OF 86.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 487,00 FEET AND A DELTA ANGLE OF 02° 21' 09"; THENCE FROM A TANGENT BEARING OF NORTH 28° 40' 56" WEST RUN NORTHWESTERLY ALONG THE ARC A DISTANCE OF 20.00 FEET; THENCE NORTH 61° 19' 08" EAST, A DISTANCE OF 86.06 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 573.00 FEET AND A DELTA ANGLE OF 18° 07' 46"; THENCE FROM A TANGENT BEARING OF NORTH 30° 40' 53" WEST RUN NORTHWESTERLY ALONG THE ARC A DISTANCE OF 181,31 FEET; THENCE NORTH 48° 48' 39" WEST, A DISTANCE OF 94.66 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 388.00 FEET AND A CENTRAL ANGLE OF 49° 47' 12"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 337.15 FEET; THENCE SOUTH 08° 35' 51" EAST, A DISTANCE OF 86.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTH HAVING A RADIUS OF 302,00 FEET AND A DELTA ANGLE OF 05° 16' 56"; THENCE FROM A TANGENT BEARING OF SOUTH 81° 24' 10" WEST RUN WESTERLY ALONG THE ARC A DISTANCE OF 27.84 FEET; THENCE NORTH 13° 52' 46" WEST, A DISTANCE OF 86.00 FEET; THENCE NORTH 50° 28' 07" WEST, A DISTANCE OF 212,48 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTH HAVING A RADIUS OF 120.00 FEET AND A DELTA ANGLE OF 114° 37' 21"; THENCE FROM A TANGENT BEARING OF NORTH 28° 32' 39" WEST RUN WESTERLY ALONG THE ARC A DISTANCE OF 240,06 FEET; THENCE SOUTH 73° 42' 11" WEST, A DISTANCE OF 78.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTH, HAVING A RADIUS OF 606.00 FEET AND A CENTRAL ANGLE OF 36° 30' 12"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 386,08 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 120.00 FEET AND A DELTA ANGLE OF 68° 58' 13"; THENCE FROM A TANGENT BEARING OF NORTH 31° 28' 59" WEST RUN NORTHWESTERLY ALONG THE ARC A DISTANCE OF 144.45 FEET; THENCE NORTH 10° 27' 12" WEST, A DISTANCE OF 85.00 FEET; THENCE NORTH 37° 47' 46" WEST, A DISTANCE OF 86.00 FEET; THENCE NORTH 36° 37' 47" WEST, A DISTANCE OF 44.00 FEET; THENCE NORTH 37° 39' 01" WEST, A DISTANCE OF 86.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 438.00 FEET AND A DELTA ANGLE OF 30° 30' 18"; THENCE FROM A TANGENT BEARING OF SOUTH 52° 20' 59" WEST RUN SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 233.20 FEET TO A POINT OF TANGENCY, THENCE SOUTH 21° 50' 41" WEST, A DISTANCE OF 211.11 FEET; THENCE NORTH 68° 09' 19" WEST, A DISTANCE OF 10.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 1,273,00 FEET AND A CENTRAL ANGLE OF 02° 52' 24"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 63.84 FEET; THENCE NORTH 58° 04' 10" WEST, A DISTANCE OF 248.66 FEET; THENCE NORTH 75° 31' 58" WEST, A DISTANCE OF 74.47 FEET; THENCE NORTH 88° 18' 38" WEST, A DISTANCE OF 497.33 FEET; THENCE NORTH 37° 51' 29" WEST, A DISTANCE OF 198.33 FEET; THENCE NORTH 01° 39' 21" WEST, A DISTANCE OF 236.46 FEET TO A POINT ON AFOREMENTIONED SOUTH RIGHT OF WAY LINE; THENCE NORTH 88°20'39" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 2,101.32 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION CONTINUED (Property conveyed from Zellwood To Silvestri)

ZELLWOOD CO-OP PARCEL 2

A PARCEL OF LAND BEING A PORTION OF THE NORTH 1/2 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 00° 28' 40" EAST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 30.00 FEET; THENCE CONTINUE SOUTH 00° 28' 40" EAST ALONG SAID WEST LINE, A DISTANCE OF 1,002.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 73° 42' 12" EAST, A DISTANCE OF 234.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTH HAVING A RADIUS OF 162,00 FEET AND A DELTA ANGLE OF 57° 29' 10"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 162.54 FEET TO A POINT OF TANGENCY; THENCE SOUTH 48° 48' 39" EAST, A DISTANCE OF 94.66 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 347,00 FEET AND A CENTRAL ANGLE OF 15° 12' 33"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 92.11 FEET; THENCE NORTH 56° 23' 54" EAST, A DISTANCE OF 86.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 433,00 FEET AND A DELTA ANGLE OF 03° 18' 15"; THENCE FROM A TANGENT BEARING OF SOUTH 33° 36' 07" EAST RUN SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 24.97 FEET; THENCE SOUTH 59° 42' 08" WEST, A DISTANCE OF 86.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WEST HAVING A RADIUS OF 347.00 FEET AND A DELTA ANGLE OF 28° 10' 56"; THENCE FROM A TANGENT BEARING OF SOUTH 30° 17' 52" EAST RUN SOUTHERLY ALONG THE ARC A DISTANCE OF 170.68 FEET; THENCE SOUTH 02° 06' 56" EAST, A DISTANCE OF 18.44 FEET; THENCE SOUTH 87° 53' 04" WEST, A DISTANCE OF 55.78 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTH HAVING A RADIUS OF 1,133,00 FEET AND A DELTA ANGLE OF 07° 21' 42"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 145,57 FEET; THENCE SOUTH 09° 28' 38" EAST, A DISTANCE OF 2,93 FEET; THENCE SOUTH 89° 27' 05" WEST, A DISTANCE OF 161.55 FEET; THENCE NORTH 58° 33' 44" WEST, A DISTANCE OF 247.43 FEET; THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 762.57 FEET THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 160.98 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTH HAVING A RADIUS OF 1,078.00 FEET AND A DELTA ANGLE OF 34° 24' 11"; THENCE FROM A TANGENT BEARING OF SOUTH 71° 53' 37" EAST RUN EASTERLY ALONG THE ARC A DISTANCE OF 647.28 FEET; THENCE NORTH 73° 42' 12" EAST, A DISTANCE OF 135.97 FEET TO THE POINT OF BEGINNING.

6

H:\1 Hadley\1 CLIENTS\Keen-Keewin\Zellwood-Joint Venture Ponkan Road 18894\Legal Description property conveyed from Zellwood to Silvestri.doc (read with survey 8-23-08)

FINAL ENGINEERING PLAN

Zellwood Swap 915/08 Post Crosing Igramas; Exh "B"

FOR

ZELLWOOD STATION GOLF COURSE REDESIGN

SHEET INDEX

- 1. COVER SHEET
- GOLF COURSE SITE LAYOUT PLAN
- 3-5. GRADING PLANS
- 8. STORMWATER POLLUTION PREVENTION PLAN
- 7. DETAILS PLAN

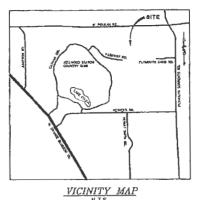
ORANGE COUNTY, FL SEPTEMBER. 2007

APPLICANT THE KEEWIN REAL PROPERTY COMPANY 1031 WEST MORSE BLVD., 32789 WINTER PARK, FLORIDA 32789 (407)645-4400

GEOTECH HOVA ENGINEERING & ENVIRONMENTAL, LLC. 6925 LAKE ELLENDR DRIVE, SUITE 200 ORLANDO, FLORIDA 32809 (407)855-2338

ENGINEER EVANS ENGINEERING, INC. 719 IRMA AVENUE ORLANDO, FLORIDA 32803 (407)872-1515

#UNVEYOR
BENCHMARK SURVEYING & WAPPING CONSULTANTS, INC.
557 WEST PLANT STREET WINTER
GARDEN, FLORIDA 34787 (407)554-6183



PLAN PROVIDED FOR:

- O PRELIMINARY PLAN
- O BID SET
- # PERMIT REVIEW SET CONSTRUCTION SET
- RECORD DRAWING

THE PLAN SHALL NOT BE USED FOR CONSIDERCION URLESS APPROVED FOR CONSTRUCTION, CONTRACTOR SHALL BE RESPONSEL FOR HOUSENED HE PERMIT AND BEAUTY BEAUTY OF THE PERMIT OF THE



LEGAL DESCRIPTION

A PRINCIP OF THE PRINCIP OF MAIN PARK 464/1506 COLF CRIMINE A COMMEN AND (LESS DOE 30 FT 5 C 123000 STRIP) OF MC COLF OF MC I/O OF MC I/

AND
HI/2 OF M3/4 OF SID 23-20-27 (LDSS ZELLHOOD STATION W/N PARK 4839/8875 & LDSS DAMBURY
VELACE CORDO 5/1 & K LESS WILL STE /3 PER 4839/2075 & LESS THAT PART OF SWI/A OF
MBI/A LYNG S OF CAMAN CHRCLC) 2522/0730 & 3349/247 OF 884P 8270/4885,0N
60-23-01-0847 SM

PARCEL ID

25-20-27-9825-00-001 25-20-27-0000-00-001



S 2, T 235, R 31E Exhibit "B"

FINAL ENGINEERING PLAN

FOR

Zellwood Swap 915/08 Post Crosing Agriames

ZELLWOOD STATION GOLF COURSE REDESIGN

SHEET INDEX

- 1. COVER SHEET
- GOLF COURSE SITE LAYOUT PLAN
- GRADING PLANS
- STORMWATER POLLUTION PREVENTION PLAN
- 7. DETAILS PLAN

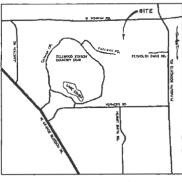
ORANGE COUNTY, FL SEPTEMBER, 2007

APPLICANT THE KEEMIN REAL PROPERTY COMPANY 1031 WEST MORSE BLVD., 32789 WINTER PARK, FLORIDA 32789 (407)645-4400

GEOTECH
HOVA ENGINEERING & ENVIRONMENTAL, LLC.
6925 LAKE ELLENOR DRIVE, SUITE 20D
ORLANDO, FLORIDA 328D9
(407)855-2338

ENGINEER EVANS ENGINEERING, INC. 718 IRMA AVENUE ORLANDO, FLORIDA 32803 (407)872-1515

SURVEYOR BENCHWARK SURVEYING & MAPPING CONSULTANTS, INC.
557 WEST PLANT STREET WINTER
GARDEN, FLORIDA 34787 (407)654-6183



VICINITY MAP

PLAN PROVIDED FOR:

- D PRELIMINARY PLAN
- D BID SET
- PERMIT REVIEW SET
- CONSTRUCTION SET
- C) RECORD DRAWING

THIS PLAN SHALL HOT BE USED FOR CONSTRUCTION LINEES APPROVED FOR CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGNING ALL PUBLISHS ANY DEBO DESTANTS PROR TO STATENCY CONSTRUCT.



LEGAL DESCRIPTION

AND

KI/2 OF 83/4 OF SLC 23-20-27 (UES ZILLWOOD SJATION M/N FAME 4839/2878 & UESS BLASHRY
VELLACE COMOD 6/1 & A LESS WILL SITE §5 PER 4839/2873 & UESS THAT SHAT OF SRT1/4 OF

WEIGHT COMOD 5 OF CHAMAN CAPCLE) 2322/0730 & 3248/2387 ON 88F 8279/4885,ON
03-23-01/80T 5W

PARCEL ID

25-20-27-9825-00-001 25-20-27-0000-00-001



s 2, T 235, R 31E Exhibit "B"

