

COMPREHENSIVE SERVICE AGREEMENT

THIS COMPREHENSIVE SERVICE AGREEMENT (this "Agreement") is made this ^{28th} day of December, 2005, by and between **LELY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (the "District") and **LELY RESORT MASTER PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Master Association").

WITNESSETH THAT:

WHEREAS, the District is a local unit of special purpose government organized and existing in accordance with the Uniform Community Development District Act, Chapter 190, Florida Statutes, as amended, and established pursuant to a rule, adopted under Chapter 120, Florida Statutes, by the Florida Land and Water Adjudicatory Commission; and

WHEREAS, the District was established for purposes that include, without limitation, the delivery of certain community services within its jurisdiction, including without limitation, water management, water, sewer, irrigation, landscaping, drainage, lighting, community patrol, and the administration of the foregoing services (referred to here in as "Public Services"); and

WHEREAS, the boundaries of the District are set forth in Section 42K-1.002, Florida Administrative Code, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Master Association is a homeowners' association formed and existing pursuant to Chapters 617 and 720, Florida Statutes; and

WHEREAS, the Master Association is homeowners' association in control and governing all of Lely Resort pursuant Declaration of General Covenants, Conditions and Restrictions for Lely Resort dated March 13, 1990 and recorded March 16, 1990 in Official Records Book 1513, Page 835 of the Public Records of Collier County, Florida, as amended, (the "Declaration") together with the Articles of Incorporation and By-laws of the Master Association, and

WHEREAS, the Master Association desires that the District provide to properties within Lely Resort but situated outside the boundaries of the District, certain Public Services that the District currently provides to the properties situated within the District; and

WHEREAS, the District has the authority under Chapter 190, Florida Statutes to provide the Public Services described herein, including without limitation, the Public Services to the properties situated outside the boundaries of the District as described herein; and

WHEREAS, the District agrees to provide such Public Services on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the premises and the rights and obligations as are hereinafter set forth as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.
2. **Public Services to the Master Association**

(a) Background/Classics Defined. Attached hereto as Exhibit "B" is sketch depicting real property within Lely Resort that is located outside the current boundaries of the District. Said real property is commonly referred to in the community as the Classics East and Classics West and shall be referred to herein collectively as the "Classics." The term Classics as used herein shall specifically exclude any and all golf course property within the general boundaries depicted in Exhibit "B." The golf course property is not within the scope of this Agreement.

(b) Intent/Classics West Limited Inclusion. The District currently provides an array of Public Services to the residents and property owners within the boundaries of the District. As the District does not encompass the Classics, the residents and property owners within the Classics are in need of or desire the same Public Services. The District and the Master Association collectively realize the mutual benefits of cooperating to provide the Public Services to the residents and property owners within the Classics. Cooperation in the provision of Public Services within Lely Resort will promote the efficient use of resources, the non-duplication of services, uniformity in the manner in which services are provided within Lely Resort, enhanced safety and privacy, and a uniform, aesthetic standard for the entire community. Notwithstanding anything to the contrary herein, upon execution of this Agreement by all parties, this Agreement shall be immediately effective as to the Classics East. The Classics West, however, is still owned and controlled by the following entities (collectively referred to as the "Lely Development Entities"): (i) Associated Real Estate Southwest, Inc., a Florida corporation; (ii) Commercial Properties Southwest, Inc., a Florida corporation; and (iii) Lely Development Corporation, a Texas corporation. Because the Lely Development Entities have not specifically consented to this Agreement, this Agreement shall not become immediately effective as to the Classics West notwithstanding references in this Agreement to the Classics (in general) or the Classics West. Stock Development, LLC, a Florida limited liability company ("Stock Development") currently is the contracted purchaser of the Classics West property from the Lely Development Entities. Stock Development is also the developer and Declarant of record under the Declaration for Lely Resort. Stock Development has consented to this Agreement and has joined into this Agreement for the purpose of expressing its consent to the same. If and when Stock Development (or its successors or assigns) shall close on all or a part of the Classics West property, the parties and Stock Development agree that this Agreement shall immediately become effective as to that portion of the Classics West property acquired by Stock Development (or its successors or assigns). Should either the Master Association or the District require an additional consent or acknowledgment from Stock Development following any such closing on Classics West property, Stock Development agrees to execute any such consent or acknowledgment requested by such party.

(c) District's Provision of Services. The District agrees to provide or make available the same Public Services to the Classics through the Master Association on the same terms and conditions as are provided to existing owners within the District. Such Public Services shall include, without limitation, provision of irrigation water (subject to the provisions of Section 3 below), maintenance of main entry landscaping features, lake maintenance (excluding fountain maintenance), street lighting, common area maintenance, community privacy patrol, and off-duty law enforcement patrol. Common area maintenance for the Classics shall include, without limitation, (i) maintaining the landscaping in the roundabout in front of the entrance to the Classics together with the landscaping surrounding the roundabout and (ii) maintaining the common area landscaping on Classics Boulevard leading up to the Classic's gatehouse. The District may add new Public Services from time to time; provided, however that in the event the District initiates a new Public Service (other than those existing at the date of this Agreement) the Master Association shall be given the option to opt out of the receipt of said service and all calculations of O&M expenses (as outlined below) shall be adjusted accordingly.

(d) Term. The District agrees to provide the Public Services to the Master Association for a period of thirty (30) years from the date of this Agreement (the "Original Term"). At

the end of the Original Term, this Agreement shall automatically renew for successive periods of twenty (20) years each ("Renewal Periods"), unless sooner terminated as provided herein.

(e) Annual Operation and Maintenance Fee. The Master Association shall pay to the District a per unit, annual operation and maintenance fee ("Annual O&M Fee") for the provision of Public Services to the Master Association within the Classics. The Annual O&M Fee shall only apply to each unit in the Classics upon which a principal structure has been constructed (and received a certificate of occupancy) and sold to an end-user (a "Sold Unit"). The Master Association will only pay for those Sold Units within its jurisdiction. The Annual O&M Fee to be paid by the Master Association shall be determined each fiscal year by determining the quotient of the District's costs (as described below) divided by sum of the then-existing number of dwelling units within the jurisdictional boundaries of the District (the Fiscal Year 2005 number of existing units is 3,477) plus the number of Sold Units in the Classics. For purposes of this subsection, the District's costs shall include those costs directly related to and arising from the provision of the Public Services and shall specifically include the following costs related to the provision of irrigation water: electricity for the District's overall irrigation system (including each System, as said term is defined in Section 3); repair and maintenance of the District's overall irrigation system (including each System as said term is defined in Section 3), meter reading, purchasing effluent water, salt monitoring; and the salary and benefits of employees whose services are directly related to the irrigation distribution system within and without the jurisdictional boundaries of the District. For informational purposes, the Annual O&M Fee per unit for the District's Fiscal Year 2005 is \$497.00.

(f) Initial Annual O&M Fee/Time for Payment of Annual O&M Fee. The initial Annual O&M Fee (pro-rated based as of the date a unit becomes a Sold Unit) shall be paid at Closing of the sale of the unit to an end-user. Thereafter, the District will bill the Master Association for the Annual O&M Fee for all Sold Units within the Master Association not later than February 15th of each year.

(g) Non-payment. In the event payment of any Annual O&M Fee is not received by the District within thirty (30) days from its due date as provided herein, the District shall have the right to bring suit against the Master Association to collect the same. If a suit is initiated, the prevailing party shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred including, but not limited to, those incurred instant to any appeal.

(h) District Obligations/Remedies. Notwithstanding any provisions herein to the contrary, if, at any time the District fails perform in a timely manner the maintenance and repair obligations imposed by this Agreement, or otherwise fails to comply with the District's obligations herein (other than a failure occasioned by the violation of this Agreement by the Master Association), the Master Association shall be entitled to notify the District in writing specifying the deficiencies and the action required in order to eliminate the deficiency. Except in the event of an emergency as hereafter provided, the District shall have a period of fifteen (15) days after receipt of said written notice in which to correct the alleged deficiencies, or such longer period of time, not exceeding sixty (60) days, as may reasonably be necessary if the deficiency is not reasonably susceptible to cure within said fifteen (15) day period and provided that the District commences corrective action within ten (10) days after receipt of said written notice from the Master Association and thereafter diligently pursues corrective action to completion in a diligent and continuous manner. If the District fails to commence and diligently pursue and complete the required corrective action as hereinabove set forth, then the District shall be in default under this Agreement and the Master Association shall have the right to pursue any rights or remedies provided under statute, common law and/or equity (including, without limitation, an injunction for declaratory relief and/or monetary damages). In the event any suit is initiated, the prevailing party shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred including, but not limited to, those incurred with respect to any appeal. In the event of any emergency (defined to be a

situation in which the Master Association reasonably believes the District's failure of performance poses an immediate threat of injury to person, an immediate threat of substantial property damage, and/or a substantial risk of interference with essential services) the Master Association shall not be obligated to provide the District with the above-described notice of the deficiency and an opportunity to cure, and the Master Association shall immediately have the right to pursue any rights or remedies provided under statute, common law and/or equity (including, without limitation, an injunction for declaratory relief and/or monetary damages). In the event any suit is initiated, the prevailing party shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred including, but not limited to, those incurred with respect to any appeal.

(i) Expression of Intent. This Agreement has been entered into between the District and the Master Association and it is intended that the Annual O&M Fee shall be borne by the property owners of the Classics and not by the property owners situated within the jurisdictional boundaries of the District. Accordingly, the Master Association agrees not to include any portion of any Annual O&M Fee attributable to properties situated outside the boundaries of the District in any fees or other assessments charged by the Master Association against the properties situated within the boundaries of the District. If the Master Association charges or assesses any portion of any Annual O&M Fees described herein against any property situated within the boundaries of the District and the Master Association does not cure said action within thirty (30) days after receipt of written notice from the District, the District shall have the right to suspend services to the Master Association until such time as the Master Association has taken the necessary corrective action. The Master Association may, at its election, bill or assess any fees or costs hereunder directly to the residents of the Classics or through any applicable neighborhood homeowners' association.

3. Provisions Specific to the Provision of Irrigation Water.

(a) Provision of Irrigation Water. One of the Public Services to be provided by the District to the Master Association pursuant to this Agreement is the provision of non-potable, irrigation water ("Irrigation Water") for use by the property owners in the Classics for irrigation, which property owners shall include all individuals or entities owning property within the Classics. The receipt of the Irrigation Water by the Classics is an integral part of this Agreement.

(b) Irrigation System. The Master Association shall have the responsibility for the permitting, design, and construction of an irrigation distribution system within the Classics (the "System") and shall be responsible for all costs and expenses for the permitting, design, and construction of the System. Following construction, the Master Association shall own the System. The System shall be permitted, designed, and constructed by the Master Association to be at least equal in quality and design to the irrigation distribution system used within the District as of the date of this Agreement. Construction of the System may be performed in any number of phases. The District reserves the right to inspect the System or any portion thereof during its construction and prior to accepting maintenance responsibility for the System or any portion thereof. The District shall have the responsibility to maintain and repair the System up to the property line of the each unit or subdivided property within the Classics. Maintenance and repair shall be performed by the District at a standard equal to the maintenance standard for the irrigation distribution system within the boundaries of the District.

(c) Delivery Interruption. The District shall use its best efforts to deliver Irrigation Water to the Classics. The Master Association agrees that the District shall not be held liable by the Master Association for failure to provide irrigation to the Classics if a reasonable situation preventing such a delivery exists including, without limitation, the following

(1) The failure of Collier County to deliver sufficient quantity of non-potable water/effluent pursuant to the agreement(s) between the District and Collier County (except due to a default or failure of performance by the District under any such agreement); and

(2) Contamination in the Irrigation Water (not due to willful misconduct or gross negligence of the District) making it unusable for irrigation; and

(3) Equipment or system failure in the District system including storage at Lake 17 (not due to willful misconduct or gross negligence of the District),

(4) An Act of God which makes delivery by the District impossible or not unsafe; and

(5) An action of the state or county government imposing water restrictions on or applicable to the District

(d) Use of Irrigation Water. The Master Association shall accept the Irrigation Water provided by the District and said Irrigation Water shall be used by the Master Association in a manner consistent with all local, state and federal laws, statutes, codes, rules, and regulations. The Master Association shall not discharge any Irrigation Water directly into any surface waters without prior written authorization from the Florida Department of Environmental Protection. The Master Association shall take all reasonable precautions, including signs and labeling to prevent confusion between water sources being used for irrigation purposes and other water sources.

(e) Master Association's Inspection Right. The Master Association shall have the right to inspect, at reasonable times, the practices of the District with respect to the Irrigation Water obligations agreed to herein and the District's maintenance and repair of the District's overall irrigation system (including each System). The District may have a representative accompany the Master Association's personnel on any such inspection. Any request by the Master Association for an inspection shall be made to the District at least 48 hours prior to the time proposed for inspection.

(f) Effluent Water Effect on Vegetation. The Master Association acknowledges that the composition of the Irrigation Water (if containing effluent water) may not be compatible for irrigation of certain forms of vegetation. The Master Association agree the District shall not be held liable for any damage that may occur to such vegetation due to the use and acceptance of such water, except such direct damage which is caused by the District's gross negligence or willful misconduct.

(g) Agreements with Collier County. To the extent necessary or required, the District agrees to pursue, at its sole cost and expense, any amendment, consent, or modification to the agreement(s) between the District and Collier County relating to the County's provision of effluent water to the District so that such effluent water can be used within Classics

4. Notices. Any notice, request, demand, instruction or other communication to be given to any party hereunder shall be in writing and either hand delivered, delivered by overnight courier, facsimile transmission, or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Master Association	c/o Stock Development, LLC Bank America Center 4501 Tamiami Trl. N., Suite 300 Naples, Florida 34103
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Attention: Renee Tiffenbach
 Phone: (239) 592-7344
 Facsimile: (239) 592-7541

If to District:

Lely Community Development District
 c/o District Manager
 5645 Strand Blvd., Suite #3
 Naples, Florida 34110
 Phone: (239) 592-9115
 Facsimile: (239) 594-1422

Any notice demand, request or other communication shall be deemed to be given upon actual receipt in the case of hand delivery, facsimile transmission, or delivery by overnight courier, or three (3) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the party in accordance with the foregoing and with the proper amount of postage affixed thereto. In the event of any notice via facsimile transmission, a hard copy shall be sent via regular mail on the day of such transmission. Any such transmission received after 5:00 p.m. Eastern Standard Time (or Daylight Savings Time, whichever then applicable) shall be deemed to have been given on the next following business day.

The addressees and addresses for the purpose of this Section may be changed by any party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes. Phone numbers are provided in this Section for the mere convenience of the parties.

5. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, permitted assigns and legal representatives of the parties hereto.

6. **Integration, Amendment, Governing Law.** This Agreement embodies the entire understanding of the parties with respect to the subject matter herein, and the terms hereof control over and supersede all prior understandings. This Agreement may not be modified or amended in any respect other than by written instrument signed by the applicable parties hereto. This Agreement shall be construed under the laws of the State of Florida (exclusive of choice of law rules). Venue for any action arising hereunder shall lie exclusively in Collier County, Florida.

7. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, then the remainder of this Agreement shall continue in full force and effect.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall together constitute one and the same instrument.

9. **Effective Date.** The Effective Date of this Agreement shall be the last date either the District or the Master Association signs or initials this Agreement.

10. **Future Annexation.** Both parties recognize and acknowledge that future annexation of all or portions of the Classics (through an extension of the District's boundaries) might occur. By joining the District, said property would receive services directly from the District and be assessed by the District

like similarly situated properties. In the event any portion of the Classics becomes a part of the District, this Agreement will no longer be effective as to said annexed portions of the Classics.

(Remainder of Page Intentionally Left Blank- Signatures Begin on Next Page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DISTRICT:

LELY COMMUNITY DEVELOPMENT DISTRICT

ATTES:

Neil Durrill
Asst Secretary

By: Robert D Fisher
ROBERT D. FISHER, Chairman

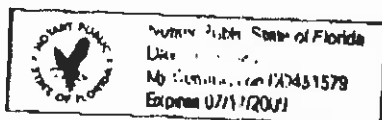
Approved as to form and legal sufficiency.

David Bryant
District Counsel

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me, this 28th of December, 2005, by Robert Fisher as Chairman, of the Lely Community Development District, on behalf of the district, who is () personally known to me or () has produced personally known as evidence of identification.

(SEAL)



NOTARY PUBLIC
Name: David E. Bryant
(Type or Print)
My Commission Expires: _____

NEIGHBORHOOD ASSOCIATION ACKNOWLEDGMENT

Classics Plantation Estates Homeowners Association, Inc., a Florida not-for-profit corporation ("Classics Plantation Estates"), is a neighborhood association within the Classics East. Classics Plantation Estates acknowledges the foregoing Comprehensive Service Agreement and agrees that the Master Association may, at its election, bill or assess any fees or costs under said Agreement directly to the residents or through any applicable neighborhood association. In the event the Master Association elects collection through the Classics Plantation Estates for the residents of the Classics Plantation Estates neighborhood, Classics Plantation Estates agrees to cooperate and collect the amounts due and payable. Classics Plantation Estates executes this Agreement solely for the purpose of acknowledging the same.

Signed, sealed and delivered
in our presence:

**CLASSICS PLANTATION ESTATES
HOMEOWNERS ASSOCIATION, INC.,**
a Florida not-for-profit corporation

Angela L. Bowen
Signature
Printed Name: Angela L. Bowen

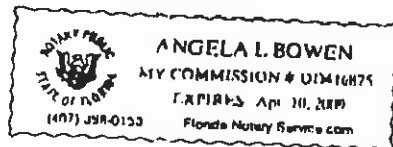
By: [Signature]
Name: Brad Black
Title: VP

[Signature]
Signature
Printed Name: [Signature]

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me, this 13th of December, 2005, by Brad Black as VP of Classics Plantation Estates Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is (☒) personally known to me or () has produced _____ as evidence of identification.

(SEAL)



Angela L. Bowen
NOTARY PUBLIC
Name: Angela L. Bowen
(Type or Print)
My Commission Expires: 4-10-09

CONSENT

Stock Development hereby joins into this Agreement for the purpose of acknowledging its consent as referenced in Section 2(b) of the foregoing Comprehensive Service Agreement. Stock further agrees as referenced in Section 2(b) of the Service Agreement that if and when Stock Development (or its successors or assigns) shall close on all or a part of the Classics West property, this Agreement shall immediately become effective as to that portion of the Classics West property acquired by Stock Development (or its successors or assigns). Should either the Master Association or the District require an additional consent or acknowledgment from Stock Development following any such closing on Classics West property, Stock Development agrees to execute any such consent or acknowledgment requested by either party

STOCK DEVELOPMENT, LLC.,
a Florida limited liability company

Signed, sealed and delivered
in our presence:

Signature

Printed Name: Angela L. Bowen

By: [Signature]

Name: Brad S. Black

Title: VP

Signature

Printed Name: [Signature]

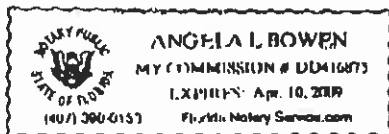
STATE OF FLORIDA)

) ss.

COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me, this 13th of December, 2005, by Brad Black as VP of Stock Development, LLC, a Florida limited liability company, on behalf of the company, who is (☒) personally known to me or () has produced as evidence of identification.

(SEAL)



NOTARY PUBLIC

Name: Angela L. Bowen

(Type or Print)

My Commission Expires: 4-10-09

EXHIBIT A
BOUNDARIES OF LELY COMMUNITY DEVELOPMENT DISTRICT

FLORIDA ADMINISTRATIVE CODE ANNOTATED
TITLE 42, FLORIDA LAND AND WATER ADJUDICATORY COMMISSION
SUBTITLE 42K, LELY COMMUNITY DEVELOPMENT DISTRICT
CHAPTER 42K-1, LELY COMMUNITY DEVELOPMENT DISTRICT
 Current through February 1, 2004

42K-1.002. Boundary.

The boundaries of the District are as follows.

DESCRIPTION. All that part of Sections 21, 27, 28, 33 and 34, Township 50 South, Range 26 East and part of Section 3, Township 51 South, Range 26 East, Collier County, Florida, and being more particularly described as follows:

Begin at the southwest corner of said Section 28; thence along the west line of said Section 28, North 02° 47'55" East 1226.36 feet to a point on the boundary of that land described in O.R. Book 542, page 765; thence along the boundary of said land in the following three (3) described courses; 1) South 87° 12'05" East 969.84 feet, 2) North 02° 47'40" East 1702.00 feet; 3) North 38° 47'47" West 1456.15 feet to a point on the west line of said Section 28, thence along the west line of said Section 28, North 02° 55'16" East 1177.76 feet to the northwest corner of said Section 28 and the southerlymost corner of that land described in O.R. Book 1244, page 983; thence along the easterly line of said land in the following two (2) described courses; 1) North 26° 13'32" East 345.51 feet; 2) North 32° 20'11" West 236.05 feet to a point on the west line of said Section 21; thence along said west line North 02° 58'09" East 181.54 feet; thence leaving said line South 33° 13'52" East 243.49 feet, thence southeasterly 291.20 feet along the arc of a circular curve concave northeasterly having a radius of 690.00 feet through a central angle of 24° 10' 50" and being subtended by a chord which bears South 45° 19'17" East 289.04 feet; thence South 57° 24'42" East 1289.45 feet; thence easterly 563.65 feet along the arc of a circular curve concave northerly having a radius of 1230.00 feet through a central angle of 26° 15'22" and being subtended by a chord which bears South 70° 32'23" East 558.74 feet; thence South 83° 40'04" East 1300.00 feet, thence southeasterly 1187.52 feet along the arc of a circular curve concave southwesterly having a radius of 1260.00 feet through a central angle of 54° 00'00" and being subtended by a chord which bears South 56° 40'04" East 1144.06 feet; thence South 29° 40'04" East 1073.38 feet, thence southeasterly 415.41 feet along the arc of a circular curve concave northeasterly having a radius of 1940.00 feet through a central angle of 12° 16'07" and being subtended by a chord which bears South 35° 48'08" East 414.62 feet; thence South 41° 56'11" East 47.84 feet; thence North 48° 03'49" East 90.00 feet, thence northerly 122.72 feet along the arc of a circular curve concave westerly having a radius of 125.00 feet through a central angle of 56° 15'00" and being subtended by a chord which bears North 19° 56'19" East 117.85 feet; thence North 08° 11'11" West 70.00 feet; thence North 53° 11'11" West 70.71 feet thence North 08° 11'11" West 200.00 feet; thence North 81° 48'49" East 170.00 feet; thence South 08° 11'11" East 100.00 feet; thence South 81° 48'49" West 35.00 feet, thence South 08° 11'11" East 220.00 feet; thence southerly 206.17 feet along the arc of a circular curve concave westerly having a radius of 210.00 feet through a central angle of 56° 15'00" and being subtended by a chord which bears South 19° 56'19" West 197.99 feet; thence South 48° 03'49" West 90.00 feet, thence South 41° 56'11" East 581.34 feet; thence southeasterly, easterly and northeasterly 35.94 feet along the arc of a circular curve concave northerly having a radius of 25.00 feet through a central angle of 82° 22'19" and being subtended by a chord which bears South 83° 07'21" East 32.93 feet; thence North 55° 41'30" East 518.58 feet, thence northeasterly 439.82 feet along the arc of a circular curve concave northwesterly having a radius of 560.00 feet through a central angle of 45° 00' 00" and being subtended by a chord which bears North 33° 11'30" East 428.61 feet; thence North 10° 41'30" East 208.40 feet; thence northeasterly 393.40 feet along the arc of a circular curve concave southeasterly having a radius of 715.00 feet through a central angle of 31° 31'30" and being subtended by a chord which bears North 26° 27'15" East 388.16 feet; thence North 42° 13'00" East 136.91 feet; thence northeasterly, northerly and northwesterly 37.43 feet along the arc of a circular curve concave westerly having a radius of 25.00 feet through a central angle of

85° 47'21" and being subtended by a chord which bears North 00° 40'41" West 34.03 feet to a point of reverse curvature; thence northwesterly 88.85 feet along the arc of a circular curve concave northeasterly having a radius of 1405.00 feet through a central angle of 03° 37'24" and being subtended by a chord which bears North 41° 45'39" West 88.84 feet; thence along a non-tangential line North 50° 03'03" East 160.00 feet; thence South 39° 56'57" East 86.63 feet; thence southeasterly 484.36 feet along the arc of a circular curve concave northeasterly having a radius of 1067.38 feet through a central angle of 26° 00'00" and being subtended by a chord which bears South 52° 56'57" East 480.22 feet; thence South 65° 56'57" East 1470.00 feet; thence easterly 309.59 feet along the arc of a circular curve concave northerly having a radius of 765.00 feet through a central angle of 23° 11'13" and being subtended by a chord which bears South 77° 32'34" East 307.48 feet; thence South 89° 08'10" East 616.58 feet; thence easterly 170.84 feet along the arc of a circular curve concave northerly having a radius of 779.00 feet through a central angle of 12° 33'54" and being subtended by a chord which bears North 84° 34'53" East 170.49 feet to a point of reverse curvature; thence easterly 163.38 feet along the arc of a circular curve concave southerly having a radius of 745.00 feet through a central angle of 12° 33'54" and being subtended by a chord which bears North 84° 34'53" East 163.05 feet; thence South 89° 08'10" East 16.92 feet; thence easterly 163.38 feet along the arc of a circular curve concave southerly having a radius of 745.00 feet through a central angle of 12° 33'54" and being subtended by a chord which bears South 82° 51'13" East 163.05 feet to a point of reverse curvature; thence easterly 170.84 feet along the arc of a circular curve concave northerly having a radius of 779.00 feet through a central angle of 12° 33'54" and being subtended by a chord which bears South 82° 51'13" East 170.49 feet; thence South 89° 08'10" East 235.00 feet to a point on the proposed westerly right-of-way line of C.R. 951, Isle of Capri Road; thence run along said proposed right-of-way line in the following three (3) described courses being parallel with and 25 feet westerly of the existing right-of-way of C.R. 951, 1) South 00° 51'41" West 2434.47 feet; 2) southerly 1695.32 feet along the arc of a circular curve concave westerly having a radius of 2789.93 feet through a central angle of 34° 48'58" and being subtended by a chord which bears South 18° 16'10" West 1669.36 feet; 3) South 35° 40'39" West 5513.54 feet to a point on the northwesterly line of that land described in C.R. Book 124, page 459; thence leaving said right-of-way line and along the northeasterly line of said land, North 54° 20' 24" West 194.98 feet; thence along the northwesterly line of said land, South 35° 40'39" West 219.95 feet to a point on the northeasterly right-of-way line of U.S. 41, Tamiami Trail; thence along said right-of-way line North 54° 20'24" West 325.00 feet to the southerlymost corner of that land described in C.R. Book 1173, page 789; thence along the southeasterly line of said land, North 35° 40'39" East 275.00 feet; thence along the northeasterly line of said land, North 54° 20'24" West 170.00 feet; thence along the northwesterly line of said land South 35° 40'39" West 275.00 feet to a point on the northeasterly right-of-way line of U.S. 41, Tamiami Trail; thence along said right-of-way line, North 54° 20'24" West 959.12 feet; thence continue along said right-of-way line North 54° 25'09" West 3328.63 feet to a point on the north and south 1/4 section line of said Section 33; thence along said north and south 1/4 section line North 02° 43'23" East 3282.44 feet to the north 1/4 corner of said Section 33; thence along the south line of said Section 28, North 89° 33'01" West 2626.87 feet to the Point of Beginning; containing 1538.77 acres more or less, subject to easements and restrictions of record; bearings are based on the west line of said Section 21, being North 2° 58'09" East.

Specific Authority 120.53(1), 190.005 FS. Law Implemented 190.004, 190.005 FS History--New 1-10-91.

<General Materials (GM) - References, Annotations, or Tables>

42 FL ADC 42K-1.002
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**EXHIBIT B
CLASSICS SKETCHES**

CLASSICS EAST



CLASSIC'S WEST

