

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

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In re : **Chapter 11**
: **Case No. 09-11507-CAG**
CRESCENT RESOURCES, LLC, et. al., : **Joint Administration**
: **Requested**
Debtors. :
: **Requested**
: **Requested**
-----X

**MOTION FOR AN ORDER (I) AUTHORIZING THE DEBTORS TO
ABANDON PROPERTY OF THE ESTATE SUBJECT TO SECURED OBLIGATIONS
HELD BY TERRAPOINTE LLC, (II) TERMINATING THE STAY IN CONNECTION
THEREWITH, AND (III) AUTHORIZING THE DEBTORS TO REJECT EXECUTORY
CONTRACTS RELATED TO SUCH PROPERTY**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Crescent Resources, LLC (“Crescent Resources”), its parent Crescent Holdings, LLC (“Crescent Holdings”) and their affiliated debtors as debtors and debtors in possession (collectively, “Crescent” or the “Debtors”),¹ respectfully represent:

Background

1. On the date hereof (the “Commencement Date”), each of the Debtors filed a voluntary case under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The Debtors are authorized to continue operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. A motion seeking joint administration of the Debtors’ chapter 11 cases pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) is currently pending before this Court.

¹ A list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, is attached hereto as Exhibit A.

Jurisdiction and Venue

2. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Crescent's Business

3. Crescent, which is headquartered in Charlotte, North Carolina, is a leading real estate development company that focuses on master-planned communities and commercial, industrial, and residential real estate primarily in the southeast, but also in other regions of the United States. In particular, Crescent has properties located in Arizona, Florida, Georgia, North Carolina, South Carolina, Tennessee, Texas, and Virginia. Although Crescent Resources and its predecessors-in-interest have been in existence since 1969, Crescent Holdings was created in 2006. Crescent Holdings' equity interests are held 50% by Duke Energy Corporation ("Duke Energy") and 50% by certain private equity limited partnerships known as Morgan Stanley Real Estate Fund V U.S. and/or its affiliates ("Morgan Stanley"). Throughout its history, Crescent and its predecessors have developed and sold over 20 million square feet of commercial and industrial projects, between 50 and 60 residential communities with a variety of features and amenities, and numerous other master-planned communities.

4. Currently, Crescent Resources has four real estate divisions: residential, commercial, multifamily, and land management. The residential division (the "Residential Division") is Crescent Resources' largest division, comprising 54% of the Debtors' total assets. The Residential Division includes 41 master-planned communities and 4 condominium projects totaling 53,404 acres of developed land. The commercial property division (the "Commercial Division") accounts for 19% of Crescent Resources' total assets. The Commercial Division has

9 active projects, including office, industrial, and retail projects currently under development, as well as 1,822 acres of commercially-zoned undeveloped land. The multifamily division (the “Multifamily Division”) accounts for 6% of Crescent Resources’ total assets. The Multifamily Division includes 4 projects in various stages of development totaling 1,308 units and an additional 195 acres of entitled, but undeveloped land.

5. In the 1960s, Duke Energy acquired approximately 300,000 acres of land in rural areas of North and South Carolina (the “Legacy Land”). Beginning in 1969, Duke Energy contributed the Legacy Land to Crescent Resources’ predecessor-in-interest. Since 2006, the Legacy Land has been managed by Crescent Resources (the “Land Management Division”). As the value of the Legacy Land has increased over time, the Legacy Land has been sold in accordance with a long-term, structured disposition plan, whereby the proceeds from the sales of Legacy Land are invested in commercial property projects in urban areas (the “Legacy Land Sales Plan”). The combined proceeds from the Legacy Land Sales Plan and the Debtors’ other real estate ventures have enabled Crescent to fund and operate its various real estate divisions. The Land Management Division, which manages the Legacy Land, accounts for 21% of Crescent Resources’ total assets.

6. Crescent and its non-debtor affiliates are comprised of various joint ventures and wholly-owned subsidiaries that serve as holding companies, management companies, and project-level operating companies. Crescent Resources operates its business on an integrated basis with centralized administration, leasing, and management functions that enable it to achieve operating efficiencies and revenue enhancements that benefit the overall enterprise. In 2007, Crescent Resources acquired 100% control of LandMar Group, LLC

(“LandMar Group”) and its subsidiaries. The LandMar Group represents a significant part of the Residential Division described above and maintains assets throughout Florida.

Prepetition Debt

7. As of the Commencement Date, certain of the Debtors were parties to the First Amended and Restated Credit Agreement, dated as of June 17, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Prepetition Credit Agreement”), by and among Crescent Resources, as borrower, Crescent Holdings, the other guarantors identified therein, the lenders party thereto (the “Lenders”), and Bank of America, N.A. (“BOA”), as administrative agent and collateral agent.

8. The Prepetition Credit Agreement provides for (i) a term loan facility (the “Term Loan Facility”) in the principal amount of \$1,225,000,000, (ii) a revolving credit facility (the “Revolving Credit Facility”) in the principal amount of \$300,000,000, which reduces to the principal amount of \$275,000,000 after December 30, 2009, (iii) a swing line facility in the principal amount of \$50,000,000 (which reduces borrowings available under the revolving credit facility), and (iv) a letter of credit facility (the “Letter of Credit Facility”) in the principal amount of \$150,000,000 (which reduces borrowings available under the revolving credit commitment). Obligations arising under the Prepetition Credit Agreement are direct obligations of Crescent Resources. These direct obligations are guaranteed (the “Guaranty”) by (i) Crescent Holdings and (ii) most of the additional Debtors, pursuant to the terms of (A) the Prepetition Credit Agreement, (B) that certain Amended and Restated Joinder Agreement, dated as of June 17, 2008, by and between the entities party thereto and BOA, and (C) that certain Joinder Agreement, dated as of July 25, 2008, by and between the entities party thereto and BOA (the Joinder Agreements in (B) through (C), collectively, the “Joinder Agreements”).

9. Certain of the Debtors (the “Pledgors”) also entered into a pledge agreement, dated as of September 7, 2006 (the “Pledge Agreement”), by and between the Pledgors and BOA pursuant to which they pledged 100% of the capital stock of substantially all their domestic subsidiaries with certain exceptions.² In addition, certain of the Debtors granted mortgages or deeds of trust on their real properties, except for (x) real property constituting qualified Legacy Land to the extent that the value of such real property is less than or equal to \$500,000, or (y) any real property that, as of the closing date, was encumbered with non-recourse, project-level debt or security interests that prohibited the execution, delivery and recording of such mortgage instruments. Crescent Resources also entered into that certain Account, Security, Pledge, Assignment, and Control Agreement, dated as of August 24, 2007, pursuant to which Crescent Resources granted to BOA control over and a security interest in all deposit accounts opened by Crescent Resources with BOA.

10. The aggregate principal amount of indebtedness owing under the Prepetition Credit Agreement as of the Commencement Date is approximately \$1,487,890,752.

Property-Level Debt

11. Approximately 10 of the Debtors also have secured property-level debt in the form of construction loans, mortgage loans, and seller-financed loans. As of the Commencement Date, there is \$89,110,601 in outstanding property-level debt.

² The Pledgors, include: Crescent Resources; Crescent Holdings; CLT Development, LLC; Crescent Potomac Yard, LLC; Crescent Twin Creeks, LLC; Crescent/Arizona, LLC; Palmetto Bluff Development, LLC; Palmetto Bluff Investments, LLC; Twin Creeks Management, LLC; Twin Creeks Property, Ltd.; LandMar Group, LLC; Hawk’s Haven Joint Development, LLC; and Hawk’s Haven Sponsor, LLC.

Financials

12. As of the Commencement Date, Crescent Resources, as a whole, reported approximately \$2.2 billion³ in total assets and approximately \$1.9 billion in total liabilities, including \$297,244,484 outstanding under the Revolving Credit Facility (including outstanding letters of credit) and \$1,197,000,000 outstanding under the Term Loan Facility. For 2008, Crescent Resources reported consolidated revenue of approximately \$373 million. Crescent Resources employs 247 people. Additional information regarding the Debtors' business, capital structure, and the circumstances leading to these chapter 11 cases is contained in the declaration of Kevin H. Lambert, Chief Financial Officer of Crescent Resources filed concurrently herewith (collectively, the "Declaration").

The Terrapointe Property

13. On June 26, 2006, LandMar Group entered into that certain agreement for sale and purchase (the "Purchase Agreement"), to acquire an approximately 1,950 acre parcel of land located in St. Johns County, Florida, known as Terrapointe, from Terrapointe LLC (the "Seller"), for \$27,500,000 (as amended and modified, the "Purchase Price"), for the purpose of developing the property into a mixed use retail, commercial, office, and single family and multifamily residential project with related uses and amenities. Pursuant to the terms of the Purchase Agreement, LandMar Group had the right to assign its interests and obligations thereunder to a subsidiary. At the closing, on November 9, 2006, LandMar assigned its rights and obligations under the Purchase Agreement to 223 Developers, LLC ("223 Developers"), a subsidiary of LandMar Group and a Debtor in these chapter 11 cases.

³ Based on the Debtors unaudited financial statements as of December 31, 2008.

223 Developers' Secured Obligations

14. At the closing, 223 Developers paid \$10,000,000 of the Purchase Price and provided the Seller with a note (the "Note") for the remaining \$17,500,000. 223 Developers' obligations under the Note (the "Secured Obligations") are secured by, *inter alia*, a first priority mortgage lien (the "Mortgage") on the Terrapointe property (the "Collateral"). In addition, LandMar Group guaranteed 223 Developers' obligations to the Seller under the Note and the Mortgage (the "LandMar Guaranty").

15. On May 11, 2009, the Seller delivered a default notice (the "Default Notice"), pursuant to the Note, to 223 Developers and LandMar Group.

16. On May 29, 2009, the Seller served 223 Developers and LandMar Group with a summons, complaint, and notice of lis pendens, initiating foreclosure litigation on account of the alleged defaults referenced in the Default Notice.

17. The Debtors have determined that (i) the Secured Obligations greatly exceed the value in Terrapointe, (ii) the cost of maintaining and developing Terrapointe outweighs any benefit that may accrue from such a course of action, (iii) the Note is allegedly in default, which coupled with LandMar Group's obligations under the LandMar Guaranty, outweighs any benefit to the Debtors' estates, and (iv) the cost of developing Terrapointe is a burden to the Debtors' estates. Consequently, the Debtors have determined that 223 Developers' ownership of Terrapointe provides no benefit to the Debtors estates, and therefore, 223 Developers' ownership of Terrapointe should be abandoned to the Seller.

The Executory Contracts and Unexpired Leases

18. In the ordinary course of business, and prior to the Commencement Date, the Debtors entered into various executory contracts (the “Agreements”), identified on Exhibit B annexed hereto, in connection with the development of Terrapointe.

19. The Debtors, in the exercise of their business judgment, have determined that the Agreements are no longer of any benefit to the Debtors’ estates because the Debtors have determined that maintaining Terrapointe does not benefit the Debtors’ estates. Below is a brief description of the Agreements:

- (i) Purchase Agreement – 223 Developers is party to that certain Agreement for Sale and Purchase, dated as of June 26, 2006, between 223 Developers, as successor in interest to LandMar Group, and the Seller, as modified by the First Amendment to Agreement for Sale and Purchase and the Second Amendment to Agreement for Sale and Purchase (defined as the Purchase Agreement above).
- (ii) Timber Management Agreement – 223 Developers is party to that certain Timber Management Agreement (the “Timber Agreement”), dated February 26, 2007, between 223 Developers and Callahan Timber Company, Inc. (“Callahan”). The Timber Agreement provides that Callahan will furnish timberland management services for Terrapointe.
- (iii) Hunting License Agreement – 223 Developers is party to that certain Hunting License Agreement, dated as of July 16, 2007, between 223 Developers and Flatwoods Hunt Club, LLC (“Flatwoods”), as amended by that certain First Amendment to Hunting License Agreement, dated as of July 16, 2008 (as amended, the “Hunting License”). Pursuant to the terms of the Hunting License, 223 Developers granted Flatwoods a recreational hunting license on certain land owned by 223 Developers in consideration of the payment of \$8,000 per year.

Relief Requested

20. The Debtors respectfully request that the Court enter an order (i) authorizing the Debtors to abandon their right, title, and interest in the Collateral, including their right, title, and interest in the property identified in Exhibit C attached hereto (collectively, the “Abandoned Collateral”) to the Seller, pursuant to section 554(a) of the Bankruptcy Code; (ii)

terminating the automatic stay to permit the Seller, and any other party asserting an interest in the Abandoned Collateral, to enforce such interest under applicable non-bankruptcy law; and (iii) authorizing the Debtors to reject the Agreements pursuant to section 365(a) of the Bankruptcy Code and Bankruptcy Rules 6006(f) and 9014.

Ample Authority Exists to Authorize the Debtors to Abandon the Collateral

21. Section 554(a) of the Bankruptcy Code provides, “[a]fter notice and a hearing, the trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a). The right to abandon property is, except for certain exceptions inapplicable in the present case, unfettered. *In re Midlantic Nat’l Bank*, 474 U.S. 494, 502 (1986).

22. “The normal use of § 554 is to give up an interest in real estate that is burdened by a debt so large that the equity value is negligible or negative.” *In re Resource Tech. Corp.*, 430 F.3d 884, 887 (7th Cir. 2005). “It is now almost universally recognized that where the estate has no equity in a property, abandonment is virtually always appropriate because no unsecured creditor could benefit from the administration.” *In re Feinstein Family P’ship*, 247 B.R. 502, 507 (Bankr. M.D. Fla. 2000) (citations omitted).

23. This is the precisely the case here: it is undisputed that the Abandoned Collateral is burdened by obligations so large that the Debtors have no “equity value” in the Abandoned Collateral. In addition, continued maintenance of the Abandoned Collateral is burdensome to the Debtors’ estates. Moreover, 223 Developers is allegedly in default under the Note, which is guaranteed by LandMar Group. The Debtors believe that any attempt to market Terrapointe for sale during the course of these chapter 11 cases would be costly for the estates, would not likely yield a purchaser, and could conceivably cost more than the value that the Debtors could realize for their estates by selling Terrapointe. Therefore, abandonment is in the

best interest of the estates because the Debtors will no longer be forced to incur or pay costs, such as development costs and taxes, insurance, and other expenses necessary to maintain the Abandoned Collateral.

24. The Abandoned Collateral will be abandoned to the Seller, allowing the Seller, and possibly other secured creditors that hold or may claim interests in the Abandoned Collateral, to foreclose their interests in the collateral and liquidate their claims, which will facilitate a reorganization of the Debtors' businesses.

Terminating the Automatic Stay is Warranted

25. Pursuant to section 362(d) of the Bankruptcy Code, the Court can, after notice and a hearing, terminate the automatic stay if (i) a debtor does not have equity in the property and (ii) the property is not necessary for effective reorganization. 11 U.S.C. § 362(d)(2). As noted above, the Debtors have no equity in the Abandoned Collateral. In addition, the Abandoned Collateral is not necessary for an effective reorganization because maintaining the collateral is burdensome to the Debtors' estates. Therefore, the automatic stay should be terminated so as to permit the Seller, and any other party asserting an interest in the Abandoned Collateral, to, if applicable, enforce their interests under applicable non-bankruptcy law.

Rejection of the Agreements is Supported by the Debtors' Business Judgment and Should be Approved by the Court

26. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a); *see also Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996). "This provision allows a [debtor] to relieve the bankruptcy estate of burdensome agreements which have not been

completely performed.” *Id.* (quoting *In re Murexco Petroleum, Inc.* 15 F.3d 60, 62 (5th Cir. 1994)).

27. Courts defer to a debtor’s business judgment in rejecting an executory contract, and upon finding that a debtor has exercised its sound business judgment, approve the rejection under section 365(a) of the Bankruptcy Code. *See Bildisco & Bildisco*, 465 U.S. 513, 523 (1984) (recognizing the “business judgment” standard used to approve rejection of executory contracts); *Summit Land Co. v. Allen (In re Summit Land Co.)*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (absent extraordinary circumstances, court approval of a debtor’s decision to assume or reject an executory contract “should be granted as a matter of course”).

28. The rejection of the Agreements is a sound exercise of the Debtors’ business judgment. Because the Debtors are seeking to abandon Terrapointe, and the Debtors will have no future operations on the property, the Agreements entered into relating thereto are of no benefit to the Debtors’ estates and are in fact burdensome to maintain. In addition, the Debtors believe that any attempt to market Terrapointe for sale during the course of these chapter 11 cases would be costly for the estates, would not likely yield a purchaser, and could conceivably cost more than the value that the Debtors could realize for their estates by selling Terrapointe. Therefore, the Debtors, have determined that the Agreements are unnecessary and should, in the Debtors’ business judgment, be rejected. In light of the foregoing, the Debtors respectfully request that the Court approve rejection of the Agreements under section 365(a) of the Bankruptcy Code in the manner requested herein.

Rejection Damages

29. The Debtors request that the Court direct that claims (if any) for damages arising as a result of the rejection of the Agreements must be filed by such date as is fixed by the Court as the claims bar date in these chapter 11 cases.

Reservation of Rights

30. Nothing in this Motion should be construed as a waiver of any of the Debtors' rights, claims or counterclaims with respect to any of the Agreements rejected hereby, nor an acknowledgment that any particular agreement, contract or lease constitutes an executory contract under section 365 of the Bankruptcy Code.

Notice

31. No trustee, examiner or statutory creditors' committee has been appointed in these chapter 11 cases. Notice of this Motion has been provided to: (i) the United States Trustee for the Western District of Texas; (ii) the Debtors' thirty (30) largest creditors (on a consolidated basis); (iii) counsel to BOA, as agent to the Debtors' Lenders; (iv) counsel to the Debtors' proposed postpetition lenders; (v) the Seller; and (vi) counterparties to the Agreements (collectively, the "Notice Parties"). The Debtors submit that no other or further notice need be provided.

WHEREFORE, the Debtors respectfully request that the Court grant the relief requested herein and enter an order substantially in the form of the proposed order annexed hereto as Exhibit D and such other and further relief as it deems just and proper.

Dated: June 10, 2009
Austin, Texas

/s/ Eric J. Taube
Eric J. Taube (19679350)
HOHMANN, TAUBE & SUMMERS, L.L.P
100 Congress Avenue, Suite 1800
Austin, Texas 78701
Telephone: (512) 472-5997
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-and-

Martin A. Sosland (18855645)
Lydia T. Protopapas (00797267)
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200 Crescent Court, Suite 300
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Telephone: (214) 746-7700
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-and-

Marcia L. Goldstein (*pro hac vice* pending)
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

PROPOSED ATTORNEYS FOR
DEBTORS AND DEBTORS IN
POSSESSION

Exhibit A

No.	Name of Debtor:	Taxpayer Id. No.
1.	Crescent 210 Barton Springs, LLC	20-4614379
2.	Cornerstone Plaza, LLC	No EIN applicable
3.	Crescent Holdings, LLC	20-5543626
4.	Crescent Resources, LLC	57-0443582
5.	1780, LLC	20-4402277
6.	223 Developers, LLC	20-5924927
7.	Ballantyne Properties, LLC	56-1921507
8.	Bartram Crescent Development, LLC	20-8954449
9.	Black Forest on Lake James, LLC	20-0151855
10.	Bridgewater Lakeland Developers, LLC	20-2250831
11.	Brooksville East Developers, LLC	No EIN applicable
12.	Camp Lake James, LLC	20-4402407
13.	Carolina Centers, LLC (N.C. entity)	56-1853470
14.	Carolina Centers, LLC (Del. entity)	56-1124729
15.	Chaparral Pines Investors, L.L.C.	86-0781077
16.	Chaparral Pines Management, L.L.C.	86-1026788
17.	Chapel Cove at Glengate, LLC	26-0837243
18.	Citall Development, LLC	20-4153633
19.	Clean Water of NC, LLC	57-0443582
20.	CLT Development, LLC	56-1393851
21.	Club Capital, LLC	56-2107989
22.	Club Enterprises, LLC	56-1943831
23.	Club Villas Developers, LLC	26-2905087
24.	Colbert Lane Commercial, LLC	72-1552983
25.	Crescent Communities N.C., LLC	56-2030306
26.	Crescent Communities Realty, LLC	02-0532410
27.	Crescent Communities SC, LLC	56-2030305
28.	Crescent Lakeway, LLC	20-4613926
29.	Crescent Lakeway Management, LLC	20-4614072
30.	Crescent Land & Timber, LLC	56-1799013
31.	Crescent Multifamily Construction, LLC	26-1242507
32.	Crescent Potomac Greens, LLC	No EIN applicable
33.	Crescent Potomac Plaza, LLC	No EIN applicable
34.	Crescent Potomac Properties, LLC	No EIN applicable
35.	Crescent Potomac Yard Development, LLC	No EIN applicable
36.	Crescent Potomac Yard, LLC	No EIN applicable
37.	Crescent Realty Advisors, LLC	No EIN applicable
38.	Crescent Realty, LLC	26-0034004
39.	Crescent River, LLC	56-2226365
40.	Crescent Rough Hollow, LLC	20-4614882
41.	Crescent Seminole, LLC	58-2558302
42.	Crescent Southeast Club, LLC	56-2255725
43.	Crescent Twin Creeks, LLC	56-2230190

No.	Name of Debtor:	Taxpayer Id. No.
44.	Crescent Yacht Club, LLC	30-0100942
45.	Crescent/Arizona, LLC	57-0443582
46.	Crescent/Florida, LLC	No EIN applicable
47.	Crescent/Georgia, LLC	No EIN applicable
48.	Crescent/RGI Capital, LLC	83-0356151
49.	Falls Cove Development, LLC	20-8132241
50.	FP Real Estate One, L.L.C.	86-0846646
51.	Grand Haven Developers, LLC	59-3641286
52.	Grand Woods Developers, LLC	20-4845005
53.	Green Fields Investments, LLC	57-0443582
54.	Gulf Shores Waterway Development, LLC	20-5566844
55.	Hammock Bay Crescent, LLC	No EIN applicable
56.	Hampton Lakes, LLC	56-2153538
57.	Hampton Ridge Developers, LLC	59-3692235
58.	Hawk's Haven Developers, LLC	20-1091192
59.	Hawk's Haven Golf Course Community Developers, LLC	20-1203562
60.	Hawk's Haven Joint Development, LLC	20-2040337
61.	Hawk's Haven Sponsor, LLC	20-2040376
62.	Headwaters Development Limited Partnership	80-0059149
63.	Hidden Lake Crescent, LLC	20-3694587
64.	Joint Facilities Management, LLC	20-4347638
65.	Lake George Developers, LLC	20-4844965
66.	LandMar Group, LLC	56-2153538
67.	LandMar Management, LLC	56-2153540
68.	Lighthouse Harbor Developers, LLC	20-5741128
69.	May River Forest, LLC	57-1159262
70.	May River Golf Club, LLC	04-3750952
71.	McNinch-Hill Investments, LLC	56-2183378
72.	Milford Estates, LLC	57-0443582
73.	New Riverside, LLC	20-2071349
74.	Nine Corporate Centre Holding Company, LLC	No EIN applicable
75.	North Bank Developers, LLC	20-2687731
76.	North Hampton, LLC	56-2153544
77.	North River, LLC	20-3017701
78.	Old Wildlife Club, LLC	20-4402072
79.	Oldfield, LLC	56-2211481
80.	Osprey Development, LLC	59-3759515
81.	Palmetto Bluff Club, LLC	20-1154599
82.	Palmetto Bluff Development, LLC	56-2211383
83.	Palmetto Bluff Investments, LLC	No EIN applicable
84.	Palmetto Bluff Lodge, LLC	13-4250969
85.	Palmetto Bluff Real Estate Company, LLC	22-3864124

No.	Name of Debtor:	Taxpayer Id. No.
86.	Palmetto Bluff Uplands, LLC	No EIN applicable
87.	Panama City Development, LLC	20-2572207
88.	Park/Marsh, LLC	26-2813331
89.	Parkside Development, LLC	20-2854819
90.	Piedmont Row Development, LLC	20-2960566
91.	Portland Group, LLC	02-1251461
92.	Rim Golf Investors, L.L.C.	86-0894027
93.	River Paradise, LLC	20-2890831
94.	Roberts Road, LLC	20-2568601
95.	Sailview Properties, LLC	56-2053836
96.	Seddon Place Development, LLC	20-4771566
97.	Springfield Crescent, LLC	20-2966970
98.	StoneWater Bay Properties, LLC	56-2183379
99.	Stratford on Howard Development, LLC	20-4147491
100.	Sugarloaf Country Club, LLC	58-2221688
101.	Sugarloaf Properties, LLC	58-2202808
102.	Sugarloaf Realty, LLC	58-2208817
103.	The Farms, LLC	20-0354921
104.	The Oldfield Realty Company, LLC	56-2211481
105.	The Parks at Meadowview, LLC	20-3855366
106.	The Parks of Berkeley, LLC	20-2641670
107.	The Point on Norman, LLC	56-2053958
108.	The Ranch at the Rim, LLC	26-2813378
109.	The Reserve, LLC	20-0742753
110.	The Retreat on Haw River, LLC	26-0674124
111.	The River Club Realty, LLC	02-0595750
112.	The River Country Club, LLC	02-0595742
113.	The Sanctuary at Lake Wylie, LLC	57-0443582
114.	Trout Creek Developers, LLC	82-0560536
115.	Tussahaw Development, LLC	20-3330184
116.	Twin Creeks Holdings, Ltd.	74-2967903
117.	Twin Creeks Management, LLC	56-2230188
118.	Twin Creeks Operating Co., L.P.	20-1262789
119.	Twin Creeks Property, Ltd.	04-3592531
120.	Two Lake Pony Farm, LLC	56-2144680
121.	Winding River, LLC	20-2040280

Exhibit B

Counterparty	Address 1	Address 2	City	State	Zip	Crescent Debtor	Type of Contract	Name of Contract	Date of Contract
Terrapointe LLC	Attn: James Stackpoole	1901 Island Walkway	Fernandina Beach	FL	32034	223 Developers, LLC*	Agreement for Sale and Purchase of Real Property	Agreement for Sale and Purchase	6/26/2006
	Tracy K. Arthur, Esquire, Senior Counsel, Rayonier Southwest Legal Department	1901 Island Walkway	Fernandina Beach	FL	32034	223 Developers, LLC*	Agreement for Sale and Purchase of Real Property	Agreement for Sale and Purchase	6/26/2006
	Stephen L. Kussner, Esquire, Gray Robinson, P.A.	201 North Franklin Street, Suite 2200	Tampa	FL	33602	223 Developers, LLC*	Agreement for Sale and Purchase of Real Property	Agreement for Sale and Purchase	6/26/2006
Callahan Timber Company, Inc.	P.O. Box 87		Callahan	FL	32011	223 Developers, LLC	Agreement to furnish timberland management services	Timber Management Agreement	2/26/2007
Flatwoods Hunt Club, LLC	4030 Livingston Rd	Attn.: Richard Barkoskie	Jacksonville	FL	32257	223 Developers, LLC	Recreational Hunting License	Hunting License Agreement	7/16/2007

* LandMar Group, LLC, assigned its interests in this agreement to 223 Developers, LLC.

Exhibit C

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL No. 1

A PARCEL OF LAND, CONSISTING OF A PORTION OF SECTIONS 2, 3, 10, AND 11, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 2, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE NORTH 89°12'59" EAST, ALONG THE NORTH LINE OF SAID SECTION 2, (AND ALSO BEING THE SOUTH LINE OF SECTION 35, TOWNSHIP 4 SOUTH, RANGE 27 EAST), AND ALSO ALONG THE SOUTH LINE OF JULINGTON CREEK PLANTATION PARCEL 53 PHASE 2, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 45, PAGES 35 THROUGH 41 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND THEN ALONG THE SOUTH LINE OF JULINGTON CREEK PLANTATION PARCEL 53 PHASE 3, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 48, PAGES 14 THROUGH 19 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 1,320.88 FEET, TO THE MONUMENTED NORTHEAST CORNER OF THE WEST ½, OF THE NORTHWEST ¼, OF SAID SECTION 2; RUN THENCE SOUTH 02°09'11" EAST, ALONG THE EAST LINE OF THE WEST ½, OF THE NORTHWEST ¼, OF SAID SECTION 2, (AND ALSO BEING THE WEST LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2190, PAGE 1620 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA), A DISTANCE OF 2,690.34 FEET, TO THE MONUMENTED SOUTHEAST CORNER OF SAID WEST ½, OF THE NORTHWEST ¼, OF SAID SECTION 2; RUN THENCE NORTH 89°28'49" EAST, ALONG THE SOUTH LINE OF THE NORTHWEST ¼, OF SAID SECTION 2, A DISTANCE OF 1,331.85 FEET, TO THE MONUMENTED CENTER OF SECTION OF SECTION 2; RUN THENCE SOUTH 02°21'59" EAST, ALONG THE EAST LINE OF THE SOUTHWEST ¼, OF SAID SECTION 2, A DISTANCE OF 324.89 FEET, TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN THAT SPECIAL WARRANTY DEED (PARK DONATION), FROM RAYLAND, LLC TO ST. JOHNS COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 2268, PAGE 810; RUN THENCE, ALONG THE BOUNDARY LINES OF LAST SAID LANDS, THE FOLLOWING THIRTY-ONE (31) COURSES AND DISTANCES:

- COURSE No. 1: SOUTH 87°37'23" WEST, A DISTANCE OF 193.71 FEET, TO A POINT;
- COURSE No. 2: SOUTH 16°51'20" WEST, A DISTANCE OF 298.46 FEET, TO A POINT;
- COURSE No. 3: SOUTH 20°07'41" WEST, A DISTANCE OF 711.65 FEET, TO A POINT;
- COURSE No. 4: NORTH 61°26'06" WEST, A DISTANCE OF 64.93 FEET, TO A POINT;
- COURSE No. 5: NORTH 04°23'27" WEST, A DISTANCE OF 468.85 FEET, TO A POINT;
- COURSE No. 6: SOUTH 86°48'25" WEST, A DISTANCE OF 362.25 FEET, TO A POINT;
- COURSE No. 7: SOUTH 72°09'36" WEST, A DISTANCE OF 235.42 FEET, TO A POINT;
- COURSE No. 8: SOUTH 17°44'36" EAST, A DISTANCE OF 42.57 FEET, TO A POINT;
- COURSE No. 9: SOUTH 45°52'46" WEST, A DISTANCE OF 566.78 FEET, TO A POINT;
- COURSE No. 10: SOUTH 59°02'17" WEST, A DISTANCE OF 448.26 FEET, TO A POINT;
- COURSE No. 11: SOUTH 47°51'15" WEST, A DISTANCE OF 117.00 FEET, TO A POINT;
- COURSE No. 12: SOUTH 08°37'47" WEST, A DISTANCE OF 233.12 FEET, TO A POINT;
- COURSE No. 13: SOUTH 63°54'27" WEST, A DISTANCE OF 389.82 FEET, TO A POINT;
- COURSE No. 14: SOUTH 89°20'55" WEST, A DISTANCE OF 89.29 FEET, TO A POINT;
- COURSE No. 15: SOUTH 41°37'04" WEST, A DISTANCE OF 253.37 FEET, TO A POINT;
- COURSE No. 16: SOUTH 07°37'30" WEST, A DISTANCE OF 203.65 FEET, TO A POINT;

COURSE No. 17: SOUTH 75°18'10" EAST, A DISTANCE OF 216.13 FEET, TO A POINT;
COURSE No. 18: NORTH 43°09'41" EAST, A DISTANCE OF 138.92 FEET, TO A POINT;
COURSE No. 19: SOUTH 72°49'45" EAST, A DISTANCE OF 568.34 FEET, TO A POINT;
COURSE No. 20: SOUTH 07°38'08" WEST, A DISTANCE OF 98.34 FEET, TO A POINT;
COURSE No. 21: SOUTH 75°18'10" EAST, A DISTANCE OF 169.39 FEET, TO A POINT;
COURSE No. 22: NORTH 58°22'51" EAST, A DISTANCE OF 284.64 FEET, TO A POINT;
COURSE No. 23: NORTH 52°36'34" EAST, A DISTANCE OF 239.36 FEET, TO A POINT;
COURSE No. 24: NORTH 14°54'45" WEST, A DISTANCE OF 212.71 FEET, TO A POINT;
COURSE No. 25: NORTH 60°13'55" EAST, A DISTANCE OF 382.87 FEET, TO A POINT;
COURSE No. 26: NORTH 06°57'54" EAST, A DISTANCE OF 141.23 FEET, TO A POINT;
COURSE No. 27: SOUTH 87°59'28" WEST, A DISTANCE OF 112.65 FEET, TO A POINT;
COURSE No. 28: NORTH 04°35'59" WEST, A DISTANCE OF 182.11 FEET, TO A POINT;
COURSE No. 29: NORTH 73°26'52" EAST, A DISTANCE OF 385.59 FEET, TO A POINT;
COURSE No. 30: SOUTH 29°44'51" EAST, A DISTANCE OF 318.75 FEET, TO A POINT;
COURSE No. 31: SOUTH 78°18'04" EAST, A DISTANCE OF 202.27 FEET, TO A POINT ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 223 – NORTH SEGMENT, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 68 THROUGH 72 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 223 – NORTH SEGMENT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 2,940.00 FEET, THROUGH A CENTRAL ANGLE OF 05°58'47" TO THE LEFT, AN ARC DISTANCE OF 306.84 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE LEADING SOUTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°04'22" WEST, 306.70 FEET;

COURSE No. 2: RUN THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 2,790.00 FEET, THROUGH A CENTRAL ANGLE OF 32°30'58" TO THE RIGHT, AN ARC DISTANCE OF 1,583.36 FEET, TO A POINT OF REVERSE CURVATURE, A CURVE LEADING SOUTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°19'54" WEST, 1,562.20 FEET;

COURSE No. 3: RUN THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 2,940.00 FEET, THROUGH A CENTRAL ANGLE OF 11°02'52" TO THE LEFT, AN ARC DISTANCE OF 566.89 FEET, TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 51 THROUGH 67 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°03'57" WEST, 566.01 FEET; RUN THENCE, ALONG THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 244 WEST, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 92°06'36" TO THE RIGHT, AN ARC DISTANCE OF 40.19 FEET, TO THE POINT OF TANGENCY OF LAST CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 73°35'49" WEST, 36.00 FEET;

COURSE No. 2: NORTH 60°20'52" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 59.10 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING NORTHWESTERLY;

COURSE No. 3: RUN THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 2,940.00 FEET, THROUGH A CENTRAL ANGLE OF 21°17'03" TO THE LEFT, AN ARC DISTANCE OF 1,092.15

FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°59'23" WEST, 1,085.88 FEET;

COURSE No. 4: NORTH 81°37'55" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 166.41 FEET, TO THE SOUTHEAST CORNER OF TRACT "D", (STORMWATER MANAGEMENT FACILITY), AS SHOWN ON THE AFORESAID PLAT OF COUNTY ROAD 244 WEST; RUN THENCE, ALONG AND AROUND THE BOUNDARIES OF SAID TRACT "D", THE FOLLOWING THREE (3) COURSES AND DISTANCES:

COURSE No. 1: NORTH 08°22'05" EAST, A DISTANCE OF 185.00 FEET, TO A POINT;

COURSE No. 2: NORTH 81°37'55" WEST, A DISTANCE OF 600.00 FEET, TO A POINT;

COURSE No. 3: SOUTH 08°22'05" WEST, A DISTANCE OF 185.00 FEET, TO A POINT, ON THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST; RUN THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

COURSE No. 1: NORTH 81°37'55" WEST, A DISTANCE OF 836.97 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING NORTHWESTERLY;

COURSE No. 2: RUN THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHERLY, AND HAVING A RADIUS OF 975.00 FEET, THROUGH A CENTRAL ANGLE OF 42°24'46" TO THE RIGHT, AN ARC DISTANCE OF 721.74 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 60°25'32" WEST, 705.37 FEET;

COURSE No. 3: RUN THENCE NORTH 39°13'09" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 589.18 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING WESTERLY;

COURSE No. 4: RUN THENCE WESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 1,125.00 FEET, THROUGH A CENTRAL ANGLE OF 35°23'34" TO THE LEFT, AN ARC DISTANCE OF 694.94 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°54'56" WEST, 683.94 FEET;

COURSE No. 5: NORTH 74°36'16" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 46.11 FEET, TO A POINT ON THE EAST LINE OF THOSE LANDS DESCRIBED AND RECORDED IN THAT SPECIAL WARRANTY DEED FROM RAYONIER TIMBERLANDS OPERATING COMPANY, LP TO ABERDEEN DEVELOPMENT, LLC, AS RECORDED IN OFFICIAL RECORDS BOOK 2036, PAGE 1214 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG THE EAST LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2036, PAGE 1214 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

COURSE No. 1: NORTH 02°35'39" WEST, A DISTANCE OF 2,178.32 FEET, TO A POINT

COURSE No. 2: NORTH 62°33'40" WEST, A DISTANCE OF 867.48 FEET, TO A POINT;

COURSE No. 3: NORTH 00°47'16" WEST, A DISTANCE OF 1,893.51 FEET, TO A POINT; RUN THENCE NORTH 89°09'17" EAST, A DISTANCE OF 163.72 FEET, TO A POINT; RUN THENCE SOUTH 54°09'40" EAST, A DISTANCE OF 1,023.00 FEET, TO A POINT; RUN THENCE NORTH 89°12'12" EAST, A DISTANCE OF 595.44 FEET, TO A POINT; RUN THENCE NORTH 00°47'48" WEST, A DISTANCE OF 590.74 FEET, TO A POINT; RUN THENCE NORTH 54°14'10" WEST, A DISTANCE OF 777.71 FEET, TO A POINT, ON THE NORTH LINE OF THE NORTHWEST ¼, OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 27 EAST; RUN THENCE NORTH 89°12'13" EAST, A DISTANCE OF 170.08 FEET, TO THE MONUMENTED NORTH ¼ CORNER OF SAID SECTION 3; RUN THENCE NORTH 89°13'36" EAST, ALONG THE NORTH LINE OF THE NORTHEAST ¼, OF SAID SECTION 3, A DISTANCE OF 2,676.34 FEET, TO THE AFORESAID NORTHWEST CORNER OF SECTION 2, AND THE POINT OF BEGINNING.

PARCEL No. 2

A PARCEL OF LAND, CONSISTING OF A PORTION OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE EAST ¼ CORNER OF SAID SECTION 11, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE SOUTH 89°18'45" WEST, ALONG THE NORTH LINE OF THE NORTHEAST ¼, OF SAID SECTION 11, A DISTANCE OF 1,602.25 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THUS DESCRIBED, RUN THENCE SOUTH 02°46'59" EAST, ALONG THE WESTERLY LINE OF THE "DURBIN CROSSING DRP", AS SHOWN ON THAT BOUNDARY SURVEY, PREPARED BY BHR, DATED NOVEMBER 6, 2002, AND SIGNED ON AUGUST 4, 2003, MAP No. 00 314-G, A DISTANCE OF 2,488.19 FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 244 EAST, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 13 THROUGH 21 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG THE NORTH RIGHT OF WAY LINE OF SAID COUNTY ROAD 244 EAST, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: NORTH 89°06'24" WEST, A DISTANCE OF 197.57 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY;

COURSE No. 2: RUN THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 2,790.00 FEET, THROUGH A CENTRAL ANGLE OF 11°45'19" TO THE RIGHT, AN ARC DISTANCE OF 572.42 FEET, TO THE SOUTHEAST CORNER OF TRACT "A", (STORMWATER MANAGEMENT FACILITY), AS SHOWN ON THE AFORESAID PLAT OF COUNTY ROAD 244 EAST, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 83°13'45" WEST, 571.42 FEET; RUN THENCE, ALONG THE BOUNDARIES OF SAID TRACT "A", (STORM WATER MANAGEMENT FACILITY), THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

COURSE No. 1: NORTH 23°36'55" WEST, A DISTANCE OF 225.61 FEET, TO A POINT;

COURSE No. 2: NORTH 55°59'29" WEST, A DISTANCE OF 67.88 FEET, TO A POINT;

COURSE No. 3: NORTH 37°18'05" WEST, A DISTANCE OF 78.59 FEET, TO A POINT;

COURSE No. 4: NORTH 67°41'52" WEST, A DISTANCE OF 171.53 FEET, TO A POINT;

COURSE No. 5: SOUTH 22°18'08" WEST, A DISTANCE OF 250.00 FEET TO A POINT, ON THE AFORESAID NORTH RIGHT OF WAY LINE OF COUNTY ROAD 244 EAST; RUN THENCE, ALONG THE AFORESAID NORTH RIGHT OF WAY LINE OF SAID COUNTY ROAD 244 EAST, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 2,790.00 FEET, THROUGH A CENTRAL ANGLE OF 07°21'01", TO THE LEFT, AN ARC DISTANCE OF 357.92 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 64°01'23" WEST, 357.67 FEET;

COURSE No. 2: NORTH 60°20'52" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 1,136.97 FEET, TO THE POINT OF EASTERLY TERMINUS OF COUNTY ROAD 244 WEST, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 51 THROUGH 67 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, NORTHERLY, ALONG SAID TERMINUS OF COUNTY ROAD No. 244 WEST, AND ALONG THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 87°44'10" TO THE RIGHT, AN ARC DISTANCE OF

38.28 FEET, TO THE POINT OF NORTHERLY TERMINUS OF SAID COUNTY ROAD No. 244, (AND ALSO BEING THE SOUTHERLY TERMINUS OF COUNTY ROAD 223-NORTH SEGMENT, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 68 THROUGH 72 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°28'45" WEST, 34.65 FEET; RUN THENCE, ALONG THE EAST RIGHT OF WAY LINE OF AFORESAID COUNTY ROAD 223-NORTH SEGMENT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 2,790.00 FEET, THROUGH A CENTRAL ANGLE OF 11°12'02", TO THE RIGHT, AN ARC DISTANCE OF 545.41 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE CONTINUING NORTHERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 32°59'22" EAST, 544.54 FEET;

COURSE No. 2: CONTINUE THENCE NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 2,940.00 FEET, THROUGH A CENTRAL ANGLE OF 23°02'27", TO THE LEFT, AN ARC DISTANCE OF 1,182.28 FEET, TO THE SOUTHWEST CORNER OF TRACT "A", (STORM WATER MANAGEMENT FACILITY), AS SHOWN ON THE AFORESAID PLAT OF COUNTY ROAD 223-NORTH SEGMENT, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 27°04'10" EAST, 1,174.33 FEET; RUN THENCE, NORTH 89°18'45" E, ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT "A", (STORM WATER MANAGEMENT FACILITY), AND THEN ALONG AN EASTERLY PROLONGATION THEREOF, A DISTANCE OF 1,580.67 FEET, TO THE POINT OF BEGINNING.

PARCEL No. 3

A PARCEL OF LAND, CONSISTING OF A PORTION OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF COUNTY ROAD 244 EAST, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 13 THROUGH 21 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, WITH THE WESTERLY LINE OF THAT SPECIAL WARRANTY DEED FROM TERRAPOINTE, LLC TO THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 2586, PAGE 2 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, AND RUN THENCE, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2586, PAGE 2 OF THE PUBLIC RECORDS, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

COURSE No. 1: SOUTH 23°21'27" WEST, A DISTANCE OF 682.10 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY;

COURSE No. 2: RUN THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 1,940.59 FEET, THROUGH A CENTRAL ANGLE OF 11°08'23" TO THE LEFT, AN ARC DISTANCE OF 377.30 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°47'16" WEST, 376.70 FEET;

COURSE No. 3: SOUTH 12°13'04" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 279.30 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY;

COURSE No. 4: RUN THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 550.00 FEET, THROUGH A CENTRAL ANGLE OF 57°43'18" TO THE RIGHT, AN ARC DISTANCE OF 554.16

FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 41°04'43" WEST, 531.02 FEET;

COURSE No. 5: SOUTH 69°56'22" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 310.19 FEET, TO A POINT ON THE PROPOSED EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 223, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 68 THROUGH 72 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG THE AFORESAID EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 223, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

COURSE No. 1: NORTH 20°16'50" WEST, A DISTANCE OF 1,223.01 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY;

COURSE No. 2: RUN THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 1,435.00 FEET, THROUGH A CENTRAL ANGLE OF 46°42'47" TO THE RIGHT, AN ARC DISTANCE OF 1,169.95 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 03°04'34" EAST, 1,137.82 FEET;

COURSE No. 3: NORTH 26°25'57" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 215.19 FEET TO A POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY;

COURSE NO. 4: THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 93°13'11" TO THE RIGHT, AN ARC DISTANCE OF 40.67 FEET, TO A POINT AT THE SOUTHEAST TERMINUS OF COUNTY ROAD 244 WEST, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 51 THROUGH 67 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND ALSO BEING THE SOUTHWEST TERMINUS OF COUNTY ROAD 244 EAST, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 13 THROUGH 21 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°02'33" EAST, 36.33 FEET; RUN THENCE, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 244 EAST, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 13 THROUGH 21 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: SOUTH 60°20'52" EAST, A DISTANCE OF 1,126.08 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY;

COURSE No. 2: RUN THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2,940.00 FEET, THROUGH A CENTRAL ANGLE OF 07°20'45" TO THE LEFT, AN ARC DISTANCE OF 376.93 FEET, TO A POINT ON THE AFORESAID WESTERLY LINE OF THAT SPECIAL WARRANTY DEED FROM TERRAPOINTE, LLC TO THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 2586, PAGE 2 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, AND THE POINT OF BEGINNING, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°01'15" EAST, 376.68 FEET TO THE TO THE POINT OF BEGINNING.

PARCEL No. 4

A PARCEL OF LAND, CONSISTING OF A PORTION OF SECTIONS 10, AND 11, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE INTERSECTION OF THE EAST LINE OF THOSE LANDS DESCRIBED AND RECORDED IN THAT SPECIAL WARRANTY DEED FROM ABERDEEN DEVELOPMENT, LLC. TO D.R. HORTON, INC.-JACKSONVILLE, RECORDED IN

OFFICIAL RECORDS BOOK 2592, PAGE 1106, PARCEL "CC2-B", AS RECORDED IN THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, WITH THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 51 THROUGH 67 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, ALONG THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, LEADING SOUTHEASTERLY, AND HAVING A RADIUS OF 975.00 FEET, THROUGH A CENTRAL ANGLE OF 35°14'31" TO THE RIGHT, AN ARC DISTANCE OF 599.71 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°50'25" EAST, 590.30 FEET;

COURSE No. 2: SOUTH 39°13'09" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 589.18 FEET TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY;

COURSE No. 3: THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 1,125.00 FEET, THROUGH A CENTRAL ANGLE OF 42°24'46" TO THE LEFT, AN ARC DISTANCE OF 832.77 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°25'32" EAST, 813.89 FEET;

COURSE No. 4: SOUTH 81°37'55" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 833.35 FEET, TO THE NORTHWEST CORNER OF TRACT "C", (STORMWATER MANAGEMENT FACILITY), AS SHOWN ON THE AFORESAID PLAT OF COUNTY ROAD 244 WEST; RUN THENCE, ALONG THE AFORESAID BOUNDARIES OF SAID TRACT "C", THE FOLLOWING THREE (3) COURSES AND DISTANCES:

COURSE No. 1: SOUTH 08°22'05" WEST, A DISTANCE OF 276.26 FEET, TO A POINT;

COURSE No. 2: SOUTH 81°37'55" EAST, A DISTANCE OF 150.00 FEET, TO A POINT;

COURSE No. 3: NORTH 08°22'05" EAST, A DISTANCE OF 276.26 FEET, TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST; RUN THENCE, ALONG THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

COURSE No. 1: SOUTH 81°37'55" EAST, A DISTANCE OF 620.03 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY;

COURSE No. 2: RUN THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 2,790.00 FEET, THROUGH A CENTRAL ANGLE OF 21°17'03" TO THE RIGHT, AN ARC DISTANCE OF 1,036.43 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°59'24" EAST, 1,030.48 FEET;

COURSE No. 3: SOUTH 60°20'52" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 89.86 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 223, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK __, PAGES __ THROUGH __ OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, (UNRECORDED AT THE TIME OF THIS SURVEY) ; RUN THENCE, ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD No. 223, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 86°46'49" TO THE RIGHT, AN ARC DISTANCE OF 37.87 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 16°57'28" EAST, 34.35 FEET;

COURSE No. 2: SOUTH 26°25'57" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 225.32 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY;

COURSE No. 3: RUN THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE,

BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 1,565.00 FEET, THROUGH A CENTRAL ANGLE OF 46°42'47" TO THE LEFT, AN ARC DISTANCE OF 1,275.94 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°04'34" WEST, 1,240.89 FEET;

COURSE No. 4: THENCE SOUTH 20°16'50" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 1,300.37 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY;

COURSE No. 5: RUN THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,115.00 FEET, THROUGH A CENTRAL ANGLE OF 15°56'43" TO THE LEFT, AN ARC DISTANCE OF 310.30 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 28°15'12" EAST, 309.30 FEET;

COURSE No. 6: SOUTH 36°13'33" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 127.42 FEET TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY;

COURSE No. 7: RUN THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 1,075.00 FEET, THROUGH A CENTRAL ANGLE OF 21°37'18" TO THE RIGHT, AN ARC DISTANCE OF 405.67 FEET, TO A POINT ON THE SOUTHERLY LINE OF THAT 130 FOOT JACKSONVILLE (JEA) ELECTRIC AUTHORITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 878, PAGE 1152 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 25°24'34" EAST, 403.27 FEET; RUN THENCE NORTH 87°48'17" WEST, ALONG THE SOUTHERLY LINE OF SAID 130 JACKSONVILLE (JEA) ELECTRIC AUTHORITY EASEMENT A DISTANCE OF 5,464.30 FEET, TO A POINT; RUN THENCE NORTH 02°12'14" EAST, A DISTANCE OF 130.00 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID 130 JACKSONVILLE (JEA) ELECTRIC AUTHORITY EASEMENT, AND TO THOSE LANDS CURRENTLY OWNED BY TERRAPOINTE, LLC (ST. JOHNS COUNTY PROPERTY APPRAISER PIN No. 009820-0000); RUN THENCE, ALONG THE EASTERLY LINE OF SAID LANDS, THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES:

COURSE No. 1: NORTH 02°12'31" EAST, A DISTANCE OF 13.76 FEET, TO A POINT;

COURSE No. 2: NORTH 08°06'39" WEST, A DISTANCE OF 61.28 FEET, TO A POINT;

COURSE No. 3: NORTH 17°44'02" WEST, A DISTANCE OF 58.82 FEET, TO A POINT;

COURSE No. 4: NORTH 16°13'26" WEST, A DISTANCE OF 75.06 FEET, TO A POINT;

COURSE No. 5: NORTH 36°35'43" WEST, A DISTANCE OF 53.76 FEET, TO A POINT;

COURSE No. 6: NORTH 59°59'17" WEST, A DISTANCE OF 51.86 FEET, TO A POINT;

COURSE No. 7: SOUTH 66°20'34" WEST, A DISTANCE OF 55.00 FEET, TO A POINT;

COURSE No. 8: SOUTH 89°30'12" WEST, A DISTANCE OF 54.54 FEET, TO A POINT;

COURSE No. 9: NORTH 51°57'40" WEST, A DISTANCE OF 121.11 FEET, TO A POINT;

COURSE No. 10: NORTH 32°20'52" EAST, A DISTANCE OF 63.05 FEET, TO A POINT;

COURSE No. 11: SOUTH 81°43'48" EAST, A DISTANCE OF 29.80 FEET, TO A POINT;

COURSE No. 12: NORTH 47°24'09" EAST, A DISTANCE OF 68.19 FEET, TO A POINT;

COURSE No. 13: NORTH 52°43'33" EAST, A DISTANCE OF 61.65 FEET, TO A POINT;

COURSE No. 14: NORTH 17°24'00" EAST, A DISTANCE OF 49.98 FEET, TO A POINT;

COURSE No. 15: NORTH 44°41'32" EAST, A DISTANCE OF 21.98 FEET, TO THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN THAT SPECIAL WARRANTY DEED FROM UNITED WATERWORKS INC., TO UNITED WATER FLORIDA, INC., AS RECORDED IN OFFICIAL RECORDS BOOK 1275, PAGE 1675 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1275, PAGE 1675 OF SAID PUBLIC RECORDS, THE FOLLOWING TWENTY (20) COURSES AND DISTANCES:

COURSE No. 1: NORTH 46°45'00" EAST, A DISTANCE OF 42.22 FEET, TO A POINT;

COURSE No. 2: NORTH 44°11'11" EAST, A DISTANCE OF 43.68 FEET, TO A POINT;
COURSE No. 3: NORTH 29°41'44" EAST, A DISTANCE OF 52.57 FEET, TO A POINT;
COURSE No. 4: NORTH 07°22'10" WEST, A DISTANCE OF 53.59 FEET, TO A POINT;
COURSE No. 5: NORTH 22°12'29" WEST, A DISTANCE OF 41.48 FEET, TO A POINT;
COURSE No. 6: NORTH 14°48'35" WEST, A DISTANCE OF 50.22 FEET, TO A POINT;
COURSE No. 7: NORTH 26°50'02" WEST, A DISTANCE OF 54.89 FEET, TO A POINT;
COURSE No. 8: NORTH 00°03'59" WEST, A DISTANCE OF 74.72 FEET, TO A POINT;
COURSE No. 9: NORTH 19°45'34" EAST, A DISTANCE OF 60.57 FEET, TO A POINT;
COURSE No. 10: NORTH 20°55'41" EAST, A DISTANCE OF 59.57 FEET, TO A POINT;
COURSE No. 11: NORTH 32°21'34" EAST, A DISTANCE OF 46.52 FEET, TO A POINT;
COURSE No. 12: NORTH 30°48'52" EAST, A DISTANCE OF 56.66 FEET, TO A POINT;
COURSE No. 13: NORTH 20°44'51" EAST, A DISTANCE OF 46.62 FEET, TO A POINT;
COURSE No. 14: NORTH 04°21'12" EAST, A DISTANCE OF 47.91 FEET, TO A POINT;
COURSE No. 15: NORTH 06°57'45" EAST, A DISTANCE OF 63.14 FEET, TO A POINT;
COURSE No. 16: NORTH 01°38'15" EAST, A DISTANCE OF 64.55 FEET, TO A POINT;
COURSE No. 17: NORTH 09°03'59" EAST, A DISTANCE OF 60.87 FEET, TO A POINT;
COURSE No. 18: NORTH 01°37'26" EAST, A DISTANCE OF 59.40 FEET, TO A POINT;
COURSE No. 19: NORTH 10°27'44" EAST, A DISTANCE OF 50.01 FEET, TO A POINT;
COURSE No. 20: NORTH 53°03'27" EAST, A DISTANCE OF 33.22 FEET, TO A POINT, ON THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN THAT SPECIAL WARRANTY DEED, FROM RAYONIER TIMBERLANDS OPERATING COMPANY, LP TO ABERDEEN DEVELOPMENT, LLC. AND RECORDED IN OFFICIAL RECORDS BOOK 2036, PAGE 1046 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, SOUTH 87°48'21" EAST, ALONG THE AFORESAID SOUTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 716.57 FEET, TO THE SOUTHEAST CORNER OF LAST SAID LANDS; RUN THENCE, ALONG THE EASTERLY LINE OF LAST SAID LANDS, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: NORTH 03°57'40" WEST, A DISTANCE OF 3,162.69 FEET, TO A POINT;

COURSE No. 2: NORTH 02°35'39" WEST, A DISTANCE OF 263.84 FEET TO AFORESAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 244 WEST, AND THE POINT OF BEGINNING.

PARCEL No. 5

A PARCEL OF LAND, CONSISTING OF A PORTION OF SECTIONS 11, 13, 14, 23, AND 24, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE NORTHWEST CORNER OF LOT 37, CIMARRONE UNIT 10, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 48, PAGES 25 THROUGH 29, INCLUSIVELY OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, ALONG THE WESTERLY BOUNDARY OF SAID CIMARRONE UNIT 10, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

COURSE No. 1: SOUTH 09°51'40" EAST, A DISTANCE OF 150.00 FEET, TO A POINT;

COURSE No. 2: SOUTH 30°03'57" EAST, A DISTANCE OF 640.00 FEET, TO A POINT;

COURSE No. 3: SOUTH 51°52'02" EAST, A DISTANCE OF 107.70 FEET, TO A POINT; CONTINUE THENCE, ALONG THE AFORESAID WESTERLY BOUNDARY OF CIMARRONE UNIT 10, AND THEN ALONG THE WESTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN THAT SPECIAL WARRANTY DEED FROM CORDELE PROPERTIES, INC. TO LINKSCORP FLORIDA CIMARRONE, LLC., AS RECORDED IN OFFICIAL RECORDS BOOK 1422, PAGE 624 (GOLF PARCEL "E"), THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: SOUTH 30°03'57" EAST, A DISTANCE OF 922.77 FEET, TO A POINT;

COURSE No. 2: SOUTH 15°46'01" EAST, A DISTANCE OF 526.24 FEET, TO A POINT; CONTINUE ALONG THE AFORESAID WESTERLY BOUNDARY OF SAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 1422, PAGE 624 (GOLF PARCEL "E"), AND THEN ALONG THE WESTERLY BOUNDARY OF CIMARRONE GOLF & COUNTRY CLUB UNIT ONE, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 23, PAGES 6 THROUGH 14, INCLUSIVELY, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, THE FOLLOWING NINE (9) COURSES AND DISTANCES:

COURSE No. 1: SOUTH 01°42'01" EAST, A DISTANCE OF 197.29 FEET, TO A POINT;

COURSE No. 2: SOUTH 00°44'02" WEST, A DISTANCE OF 247.20 FEET, TO A POINT;

COURSE No. 3: SOUTH 06°06'42" EAST, A DISTANCE OF 257.22 FEET, TO A POINT;

COURSE No. 4: SOUTH 14°15'04" EAST, A DISTANCE OF 333.84 FEET, TO A POINT;

COURSE No. 5: SOUTH 13°23'53" EAST, A DISTANCE OF 314.62 FEET, TO A POINT;

COURSE No. 6: SOUTH 06°37'12" EAST, A DISTANCE OF 427.25 FEET, TO A POINT;

COURSE No. 7: SOUTH 10°27'33" EAST, A DISTANCE OF 249.31 FEET, TO A POINT;

COURSE No. 8: SOUTH 02°33'14" EAST, A DISTANCE OF 266.01 FEET, TO A POINT;

COURSE No. 9: SOUTH 23°52'29" WEST, A DISTANCE OF 397.45 FEET, TO A POINT; CONTINUE ALONG THE AFORESAID WESTERLY BOUNDARY OF CIMARRONE GOLF & COUNTRY CLUB UNIT ONE, AND THEN ALONG THE WESTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN THAT SPECIAL WARRANTY DEED FROM CORDELE PROPERTIES, INC. TO LINKSCORP FLORIDA CIMARRONE, LLC., AS RECORDED IN OFFICIAL RECORDS BOOK 1422, PAGE 624 (GOLF PARCEL "B"), THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

COURSE No. 1: SOUTH 15°52'12" WEST, A DISTANCE OF 516.88 FEET, TO A POINT;

COURSE No. 2: SOUTH 37°33'25" WEST, A DISTANCE OF 291.42 FEET, TO A POINT

COURSE No. 3: SOUTH 32°05'35" WEST, A DISTANCE OF 121.77 FEET, TO A POINT;

COURSE No. 4: SOUTH 41°52'37" WEST, A DISTANCE OF 497.41 FEET, TO THE SOUTHEAST CORNER OF THOSE LANDS CURRENTLY IN POSSESSION OF THE JEA (JACKSONVILLE ELECTRIC AUTHORITY) UTILITY SITE, ST. JOHNS COUNTY PROPERTY APPRAISER PIN 009970 0060; RUN THENCE, ALONG THE BOUNDARIES OF SAID JEA UTILITY SITE, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

COURSE No. 1: NORTH 42°27'20" WEST, A DISTANCE OF 45.98 FEET, TO A POINT;

COURSE No. 2: SOUTH 47°25'36" WEST, A DISTANCE OF 50.00 FEET, TO A POINT;

COURSE No. 3: NORTH 42°11'47" WEST, A DISTANCE OF 14.98 FEET, TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN THAT SPECIAL WARRANTY DEED FROM RAYONIER TIMBERLANDS OPERATING COMPANY, L.P. TO THE ADVISORY BOARD OF THE NORTH FLORIDA DISTRICT, CHURCH OF THE NAZARENE, INC., AS RECORDED IN OFFICIAL RECORDS BOOK 1031, PAGES 211 AND OFFICIAL RECORDS BOOK 1031, PAGE 214, (ST. JOHNS COUNTY PROPERTY APPRAISER PIN 009970-0080); RUN THENCE, ALONG THE NORTHERLY, AND THEN WESTERLY BOUNDARY OF LAST SAID LANDS, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

COURSE No. 1: SOUTH 48°06'23" WEST, A DISTANCE OF 189.64 FEET, TO A POINT;

COURSE No. 2: SOUTH 39°11'51" WEST, A DISTANCE OF 255.85 FEET, TO A POINT;

COURSE No. 3: SOUTH 42°32'02" EAST, A DISTANCE OF 881.82 FEET, TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD No. C-210, (A 100 FOOT PUBLIC ROAD RIGHT OF WAY, FORMERLY STATE ROAD No. S-210, AS SHOWN ON THE STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION No. 7851-251, DATED AUGUST 28, 1951, AND LAST REVISED ON JANUARY 2, 1952); RUN THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD No. C-210, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: SOUTH 47°23'56" WEST, A DISTANCE OF 1,965.25 FEET TO THE POINT OF

CURVATURE, OF A CURVE, LEADING SOUTHWESTERLY;

COURSE No. 2: RUN THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 438.20 FEET, THROUGH A CENTRAL ANGLE OF $14^{\circ}31'38''$ TO THE RIGHT, AN ARC DISTANCE OF 111.10 FEET, TO THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN THAT WARRANTY DEED FROM ERNEST D. GRACE, JR AND DOLORES W. GRACE TO APADANA INVESTMENTS, INC., AS RECORDED IN OFFICIAL RECORDS BOOK 2396, PAGE 69 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $54^{\circ}39'45''$ WEST, 110.81 FEET; RUN THENCE, ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2396, PAGE 69 OF SAID PUBLIC RECORDS, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: NORTH $01^{\circ}54'46''$ WEST, A DISTANCE OF 1,028.91 FEET, TO A POINT;

COURSE No. 2: NORTH $89^{\circ}12'49''$ WEST, A DISTANCE OF 1,296.71 FEET, TO THE NORTHEAST CORNER OF THOSE LANDS CURRENTLY OWNED BY HELOW PROPERTIES, LTD. (ST. JOHNS COUNTY PROPERTY APPRAISER PIN 009940-0050); RUN THENCE NORTH $61^{\circ}45'18''$ WEST, ALONG LAST SAID LINE, A DISTANCE OF 1,441.28 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 223, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK ___, PAGES ___ THROUGH ___ OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, (UNRECORDED AT THE TIME OF THIS SURVEY); RUN THENCE, ALONG THE AFORESAID EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 223, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

COURSE No. 1: NORTH $32^{\circ}12'05''$ EAST, A DISTANCE OF 1,362.44 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING NORTHERLY;

COURSE No. 2: RUN THENCE NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE WESTERLY, AND HAVING A RADIUS OF 985.00 FEET, THROUGH A CENTRAL ANGLE OF $41^{\circ}24'07''$ TO THE LEFT, AN ARC DISTANCE OF 711.76 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $11^{\circ}30'02''$ EAST, 696.38 FEET;

COURSE No. 3: NORTH $09^{\circ}12'02''$ WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 6,390.61 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING NORTHWESTERLY;

COURSE No. 4: RUN THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 1,115.00 FEET, THROUGH A CENTRAL ANGLE OF $10^{\circ}29'12''$ TO THE LEFT, AN ARC DISTANCE OF 220.55 FEET, TO A POINT, ON THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN THAT SPECIAL WARRANTY DEED FROM TERRAPOINTE, LLC. TO THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 2586, PAGE 2 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $14^{\circ}25'58''$ WEST, 220.24 FEET; RUN THENCE SOUTH $88^{\circ}01'21''$ EAST, ALONG LAST SAID LINE, A DISTANCE OF 2,083.05 FEET, TO THE WESTERLY LINE OF THE "DURBIN CROSSING DRI"; RUN THENCE, ALONG THE WESTERLY LINE OF SAID "DURBIN CREEK DRI", THE FOLLOWING THREE (3) COURSES AND DISTANCES:

COURSE No. 1: SOUTH $02^{\circ}46'59''$ EAST, A DISTANCE OF 425.12 FEET, TO A POINT;

COURSE No. 2: SOUTH $30^{\circ}30'08''$ EAST, A DISTANCE OF 2,271.58 FEET, TO A POINT;

COURSE No. 3: NORTH $34^{\circ}09'08''$ EAST, A DISTANCE OF 761.16 FEET TO AFORESAID NORTHWESTERLY CORNER OF LOT 37, CIMARRONE UNIT 10, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 48, PAGES 25 THROUGH 29, INCLUSIVELY, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND THE POINT OF BEGINNING.

PARCEL No. 6

A PARCEL OF LAND, CONSISTING OF A PORTION OF THE SOUTHWEST ¼, OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE NORTHWEST CORNER OF TRACT "A", (STORMWATER MANAGEMENT FACILITY), COUNTY ROAD No. 223-NORTH SEGMENT, AS SHOWN ON THE PLAT THEREOF, AS RECORDED IN MAP BOOK 59, PAGES 68 THROUGH 72 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, SAID POINT ALSO LYING ON THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 223 – NORTH SEGMENT, AS SHOWN ON THE AFORESAID PLAT; RUN THENCE, ALONG THE AFORESAID EASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 223 – NORTH SEGMENT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE WESTERLY, AND HAVING A RADIUS OF 2,940.00 FEET, THROUGH A CENTRAL ANGLE OF 05°45'10" TO THE RIGHT, AN ARC DISTANCE OF 295.20 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE LEADING NORTHEASTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°57'01" EAST, 295.07 FEET;

COURSE No. 2: RUN THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 2,790.00 FEET, THROUGH A CENTRAL ANGLE OF 23°27'43" TO THE RIGHT, AN ARC DISTANCE OF 1,142.47 FEET, TO A POINT ON THE EAST LINE OF THE SOUTHWEST ¼, OF SAID SECTION 2, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°48'17" EAST, 1,134.50 FEET; RUN THENCE SOUTH 02°21'59" EAST, ALONG THE EAST LINE OF THE SOUTHWEST ¼, (AND ALSO BEING THE WEST LINE OF THE SOUTHEAST ¼, OF SAID SECTION 2), A DISTANCE OF 1,367.42 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID TRACT "A", (STORMWATER MANAGEMENT FACILITY), AS SHOWN ON THE AFORESAID PLAT OF COUNTY ROAD No. 223-NORTH SEGMENT; RUN THENCE SOUTH 89°18'45" WEST, ALONG THE AFORESAID NORTHERLY LINE OF SAID TRACT "A", A DISTANCE OF 449.52 FEET, TO THE POINT OF BEGINNING.

Exhibit D

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

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In re	:	Chapter 11
	:	
CRESCENT RESOURCES, LLC, et. al.,	:	Case No. 09-11507-CAG
	:	
Debtors.	:	Joint Administration
	:	Requested
	:	
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**ORDER (I) AUTHORIZING THE DEBTORS TO ABANDON PROPERTY
OF THE ESTATE SUBJECT TO SECURED OBLIGATIONS HELD BY
TERRAPOINTE LLC, (II) TERMINATING THE STAY IN CONNECTION
THEREWITH, AND (III) AUTHORIZING THE DEBTORS TO REJECT EXECUTORY
CONTRACTS RELATED TO SUCH PROPERTY**

Upon the Motion (the "Motion"), of Crescent Resources, LLC ("Crescent Resources"), and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (collectively, the "Debtors"), for an order (i) authorizing the Debtors to abandon their right, title, and interest in the Collateral,¹ including their right, title, and interest in

¹ All capitalized terms shall have the meanings ascribed to them in the Motion unless otherwise defined herein.

the Terrapointe (collectively, the “Abandoned Collateral”), pursuant to section 554(a) of the Bankruptcy Code; (ii) terminating the automatic stay to permit the Seller any other party asserting an interest in the Abandoned Collateral, to enforce such interest under applicable non-bankruptcy law; and (iii) authorizing the Debtors to reject the Agreements pursuant to section 365(a) of the Bankruptcy Code and Bankruptcy Rules 6006(f) and 9014, as set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the “Hearing”); and the appearances of all interested parties having been noted in the record of the Hearing; and upon the Declaration of Kevin H. Lambert in Support of the Debtors’ Chapter 11 Petitions and First Day Motions, the record of the Hearing, and all of the proceedings had before the Court; and the Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their creditors, and all parties in interest; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Motion is GRANTED; and it is further

ORDERED that the Debtors are authorized to abandon the Abandoned Collateral to the Seller, pursuant to section 554(a) of the Bankruptcy Code; and it is further

ORDERED that the automatic stay is terminated so that the Seller, and any other party asserting an interest in the Abandoned Collateral, may assert such interests under applicable nonbankruptcy law; and it is further

ORDERED that, pursuant to section 365(a) of the Bankruptcy Code, the rejection of the executory contracts listed on the attached Exhibit A annexed hereto, is hereby approved and is effective as of the date of this Order; and it is further

ORDERED that all rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to any claim for damages arising as a result of an Agreement, including, but not limited to any right to assert an offset, recoupment, counterclaim or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Agreement is not an executory contract and that any contract was terminated prior to the date hereof; and it is further

ORDERED that any proof of claim for damages arising from the rejection of the contracts described herein must be filed by the bar date established by the Court with respect to the filing of proofs of claims; and it is further

ORDERED that the Debtors shall serve a copy of this Order on all affected secured parties and the counterparties to the Agreements within three (3) days of the entry of this Order; and it is further

ORDERED that the Court shall retain jurisdiction over any matter or dispute arising from or relating to the implementation of this Order.

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Exhibit A

Counterparty	Address 1	Address 2	City	State	Zip	Crescent Debtor	Type of Contract	Name of Contract	Date of Contract
Terrapointe LLC	Attn: James Stackpoole	1901 Island Walkway	Fernandina Beach	FL	32034	223 Developers, LLC*	Agreement for Sale and Purchase of Real Property	Agreement for Sale and Purchase	6/26/2006
	Tracy K. Arthur, Esquire, Senior Counsel, Rayonier Southwest Legal Department	1901 Island Walkway	Fernandina Beach	FL	32034	223 Developers, LLC*	Agreement for Sale and Purchase of Real Property	Agreement for Sale and Purchase	6/26/2006
	Stephen L. Kussner, Esquire, Gray Robinson, P.A.	201 North Franklin Street, Suite 2200	Tampa	FL	33602	223 Developers, LLC*	Agreement for Sale and Purchase of Real Property	Agreement for Sale and Purchase	6/26/2006
Callahan Timber Company, Inc.	P.O. Box 87		Callahan	FL	32011	223 Developers, LLC	Agreement to furnish timberland management services	Timber Management Agreement	2/26/2007
Flatwoods Hunt Club, LLC	4030 Livingston Rd	Attn.: Richard Barkoskie	Jacksonville	FL	32257	223 Developers, LLC	Recreational Hunting License	Hunting License Agreement	7/16/2007

* LandMar Group, LLC, assigned its interests in this agreement to 223 Developers, LLC.