COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File Number - 32333
Task No.: - SL010.027
Project Name - Caloosahatchee Ecoscape FF
Parcel ID Numbers - 1-30-43-02-A00-0004.0000, 1-30-43-03-A00-0003.0000, 1-30-43-10-A00-0003.0000, 1-30-43-11-A00-0004.0000, 1-30-43-14-A00-0006.0000, 1-30-43-14-A00-0007.0000, 1-30-43-15-A00-0007.0000, 1-30-43-16-A00-0005.0000, 1-30-43-21-A00-0006.0000, 1-30-43-22-A00-0006.0000

1. Commitment Date: April 12, 2023 at 8:00 a.m.

2. Policy or policies to be issued:

A. ALTA 2021 Owner's with Florida Modifications

PROPOSED AMOUNT: $1,000.00

PROPOSED INSURED: Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

3. The estate or interest in the Land at the Commitment Date is: Easement

4. The Title is, at the Commitment Date, vested in:

Ferguson-House Farms, Inc., a Florida corporation
By virtue of deed recorded in Official Records Book 667, Page 1508.

5. The Land is described as follows:

See Exhibit "A", attached hereto.

AMERICAN GOVERNMENT SERVICES CORPORATION

COUNTERSIGNED: _____

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 1

File Number - 32333

All the following requirements must be met:

1. The proposed insured must notify the Company in writing of the name of any party not referred to in this commitment who will obtain an interest in the land or who will make a loan on the land. The Company will then make additional requirements or exceptions.

2. Documents satisfactory to the Company that convey the title or create the mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records:

   A) Duly Authorized Conservation Easement Agreement by and between Ferguson-House Farms, Inc., a Florida corporation, and Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, creating an easement over the lands described in Exhibit "A". Note: Easement must be executed by an authorized officer of the corporation.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees and charges for the Policy to the Company.

4. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable or which may be escrowed under the provisions of F.S. 196.295.

5. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are paid.

6. Evidence must be furnished from any taxing authorities having jurisdiction of the property that there do not exist pending assessments or liens against the property not shown by the Public Records.

7. Proof of payment, satisfactory to the Company, of all special assessments, recorded or unrecorded, including but not limited to special assessments arising under Chapter 159 of the Florida Statutes.

8. Payment of all County and/or municipal taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

9. A survey, with a more precise legal description satisfactory to the Company, must be furnished. If said survey should disclose building setback lines, easements, encroachments, overlaps, boundary line disputes, or other adverse matters, they will appear as exceptions in Schedule B of the Owner's Policy.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 1 (con't.)

File Number - 32333

10. Proof must be obtained as to the proper incorporation of Ferguson-House Farms, Inc., a Florida corporation, as well as proof as to its current good standing in that state from December 24, 2003 to present.

11. Affidavit in recordable form executed by an authorized officer of Ferguson-House Farms, Inc., a Florida corporation, indicating the current officers or directors of the corporation as well as his/her authority to convey and/or mortgage subject property on behalf of said corporation in accordance with the Articles of Incorporation and/or Bylaws.

12. Partial Release or Subordination of Mortgage Security Agreement, Assignment of Rents and Fixture Filing in favor of AgAmerica Lending LLC dated February 24, 2021 and recorded March 3, 2021 in Official Records Book 993, Page 1377; Assignment of Mortgage recorded in Official Records Book 993, Page 1405; both of the Public Records of Hendry County, Florida.

13. Partial Release or Subordination of Mortgage Security Agreement, Assignment of Rents and Fixture Filing in favor of AgAmerica Lending LLC dated February 24, 2021 and recorded March 3, 2021 in Official Records Book 993, Page 1413; Assignment of Mortgage recorded in Official Records Book 993, Page 1442; both of the Public Records of Hendry County, Florida.

14. Termination of that certain Notice of Commencement in favor of Triple D Land Clearing and Development, LLC dated October 14, 2022 and recorded November 17, 2022 in Official Records Book 1036, Page 1777 of the Public Records of Hendry County, Florida.

15. Termination of that certain Notice of Commencement in favor of Steven C. Johnson dated October 31, 2022 and recorded November 1, 2022 in Official Records Book 1037, Page 1742 of the Public Records of Hendry County, Florida.

16. The Proposed Policy Amount(s) must be disclosed to the Company, and subject to approval by the Company, entered as the Proposed Policy Amount. An owner's policy should reflect the purchase price of or full value of the Land. A loan policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

FIVE-YEAR SALES HISTORY: This property has not been sold in the last five years.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 1 (con't.)

File Number - 32333

NOTE: Parcel Tax ID No.: 1-30-43-02-A00-0004.0000. Taxes for 2022 were paid in the amount of $1,134.90. Current assessment is $9,932.00. Homestead exemption was not filed in 2022.

Parcel Tax ID No.: 1-30-43-03-A00-0003.0000. Taxes for 2022 were paid in the amount of $456.12. Current assessment is $3,992.00. Homestead exemption was not filed in 2022.

Parcel Tax ID No.: 1-30-43-10-A00-0003.0000. Taxes for 2022 were paid in the amount of $6,642.49. Current assessment is $17,808.00. Homestead exemption was not filed in 2022.

Parcel Tax ID No.: 1-30-43-11-A00-0004.0000. Taxes for 2022 were paid in the amount of $3,810.29. Current assessment is $17,343.00. Homestead exemption was not filed in 2022.

Parcel Tax ID No.: 1-30-43-14-A00-0006.0000. Taxes for 2022 were paid in the amount of $673.25. Current assessment is $4,593.00. Homestead exemption was not filed in 2022.

Parcel Tax ID No.: 1-30-43-14-A00-0007.0000. Taxes for 2022 were paid in the amount of $23.70. Current assessment is $207.00. Homestead exemption was not filed in 2022.

Parcel Tax ID No.: 1-30-43-15-A00-0007.0000. Taxes for 2022 were paid in the amount of $13,723.95. Current assessment is $86,344.00. Homestead exemption was not filed in 2022.

Parcel Tax ID No.: 1-30-43-16-A00-0005.0000. Taxes for 2022 were paid in the amount of $309.04. Current assessment is $6,621.00. Homestead exemption was not filed in 2022.

Parcel Tax ID No.: 1-30-43-21-A00-0006.0000. Taxes for 2022 were paid in the amount of $2,889.01. Current assessment is $23,645.00. Homestead exemption was not filed in 2022.

Parcel Tax ID No.: 1-30-43-22-A00-0006.0000. Taxes for 2022 were paid in the amount of $5,453.66. Current assessment is $36,711.00. Homestead exemption was not filed in 2022.

NOTE: All items under Schedule B-1 will be deleted at closing upon satisfaction of all requirements set forth herein.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2

File Number - 32333

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following exceptions unless cleared to the satisfaction of the Company.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the commitment date and the date on which all of the Schedule B – Section 1 requirements are met.

2. Rights or claims of parties in possession not shown by the public records.

3. Easements or claims of easements not shown by the public records.

4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Any claim that any part of said land is owned by the State of Florida by right of sovereignty, and riparian rights, if any.

7. Taxes for the year 2023 and subsequent years, which are not yet due and payable.

8. Any county and/or municipal resolutions for public improvements or special assessments which are not recorded or are not properly recorded in the public records and which do not provide notice to the owner of record in the public records.

9. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2 (con't.)

File Number - 32333

10. Drainage Easement Agreement by and between W. B. Barron and Lois H. Barron, husband and wife, Mrs. Ella H. Hendry, unmarried, Joe A. Hilliard and Marlia W. Hilliard, husband and wife, and Alico Land Development Company, a Florida corporation, dated March 9, 1962 and recorded March 9, 1962 in Official Records Book 56, Page 396; Modification recorded March 1, 1973 in Official Records Book 154, Page 96; Amendment recorded August 23, 1972 in Official Records Book 154, Page 116; Agreement and Grants of Easements and Releases of Easements and Rights of Way recorded September 5, 1996 in Official Records Book 541, Page 1636; Second Modification recorded November 25, 1996 in Official Records Book 544, Page 1861; Agreement and Grants of Easements and Releases of Easements and Rights of Way recorded July 6, 1998 in Official Records Book 570, Page 1496; Third Modification recorded March 23, 1999 in Official Records Book 582, Page 1380, all of the Public Records of Hendry County, Florida.

11. Notice of Adoption of Development Order for Port LaBelle Increment III, a Development of Regional Impact, dated January 5, 1984 and recorded January 9, 1984 in Official Records Book 332, Page 121, of the Public Records of Hendry County, Florida.

12. Non-exclusive Drainage Easement from Atlantic Gulf Communities Corporation, a Delaware corporation, to Hendry County, dated March 31, 1994 and recorded April 14, 1994 in Official Records Book 508, Page 1514, of the Public Records of Hendry County, Florida.

13. Clarification of Final Order as to Barron Water Control District Plan of Water Management District, as ordered June 5, 1995 and recorded June 7, 1995 in Official Records Book 523, Page 1158; as re-recorded September 15, 1995 in Official Records Book 527, Page 718, both of the Public Records of Hendry County, Florida.

14. Grant of Public Right-of-Way Easement from Atlantic Gulf Communities Corporation, a Delaware corporation, to Hendry County, Florida, a political subdivision of the State of Florida, dated December 13, 1995 and recorded March 12, 1996 in Official Records Book 534, Page 58, of the Public Records of Hendry County, Florida.

15. Access and Crossing Easement Agreement by and between Atlantic Gulf Communities Corporation, a Delaware corporation, and Premiere Partners III Limited Partnership, an Illinois limited partnership, dated March 25, 1997 and recorded March 28, 1997 in Official Records Book 549, Page 1167, of the Public Records of Hendry County, Florida.

16. Resolution No. 98-2 Barron Water Control District dated December 15, 1997 and recorded June 5, 1998 in Official Records Book 569, Page 620, of the Public Records of Hendry County, Florida.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2 (con't.)

File Number - 32333

17. Agreement by and between Barron Water Control District, and Atlantic Gulf Communities Corporation, a Delaware corporation, dated May 27, 2000 and recorded May 30, 2000 in Official Records Book 600, Page 427, of the Public Records of Hendry County, Florida.

18. Easement Agreement for Deed by and between Barron Water Control District, and Hendry County, a political subdivision of the State of Florida, dated July 8, 2008 and recorded July 18, 2008 in Official Records Book 790, Page 304, of the Public Records of Hendry County, Florida.

19. Oil, Gas and Mineral Lease by and between Ferguson-House Farms, Inc., Lessor, and Kerogen Florida Energy Company, LP, Lessor, dated October 12, 2013 and recorded April 10, 2015 in Official Records Book 890, Page 597; Notice of Exercise of Oil and Gas Lease Option and Effective Date of Oil and Gas Lease recorded April 10, 2015 in Official Records Book 890, Page 603, both of the Public Records of Hendry County, Florida.

20. Temporary Easement Agreement between Ferguson-House Farms, Inc. and Black Boar Ranch, LLC dated September 1, 2020 and recorded September 3, 2020 in Official Records Book 982, Page 1548 of the Public Records of Hendry County, Florida.

21. Terms and conditions of the Easement creating the interest insured hereunder.

NOTE: Items 1, 2, 5, 8 and 9 will be deleted upon receipt of fully executed affidavits regarding the issues raised in said items.

NOTE: Items 3 and 4 will be deleted upon receipt of a satisfactory survey.

NOTE: Legal access is neither guaranteed nor insured pending receipt and review of a survey of the property to be insured.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting the Commonwealth Land Title Insurance Company Regional Office, 2400 Maitland Center Parkway, Maitland, Florida 32751. Telephone 877-947-5483.

File Number - 32333
Project Name - Caloosahatchee Ecoscape FF

EXHIBIT "A"

A parcel of land lying withing Sections 2, 3, 10, 11, 14, 15, and 16, Township 43 South, Range 30 East, Hendry County, Florida, more particularly described as follows:

From the Northeast corner of said Section 10, run N 89°29'29" West, along the North line of said Section 10, a distance of 989.69 feet to the Point of Beginning; thence N 26°40'59"E, 1108.23 feet; thence S89°49'54"E, 216.20 feet; thence N00°12'06"E, 10.00 feet; thence S89°47'54"E, 2246.90 feet; thence S00°55'48"E, 599.12 feet; thence S11°17'55"W, 8617.61 feet; thence S88°37'59"W 2571.59 feet; thence S01°22'01"E, 120.00 feet; thence N88°37'59"E, 2401.21 feet; thence N88°32'46" E, 143.47 feet; thence S11°17'55"W, 803.08 feet; thence S24°47'56"W, 2001.83 feet; thence S88°37'59"W, 4356.17 feet; thence S88°38'41" W, 1168.19 feet; thence N26°40'59"E, 4310.65 feet; thence N 63°19'01" W, 200.00 feet; thence N26°41'01"E, 7804.44 feet, to the Point of Beginning.

And

A parcel of land lying withing Sections 21 and 22, Township 43 South, Range 30 East, Hendry County, Florida, more particularly described as follows:

Beginning at the Northwest corner of said Section 22; thence N88°38'09"E, along the North line of said Section 22, a distance of 4356.17 feet; thence S24°47'56"W, along the Westerly right-of-way line of the C-2 Canal (a 200'wide right-of-way), 2595.27 feet; thence S16°07'51"W, 331.30 feet; thence S89°15'32"W, 3125.22 feet thence S01°05'01" E, 75.00 feet; thence S89°15'32"W, 2571.46 feet, thence N 26°40'59"E, along the easterly right-of-way of the C-1 Canal (a 200' wide right-of-way), 3012.14 feet; thence N88°38'09"E, along the North line of said Section 21, a distance of 1168.16 feet, to the Point of Beginning.

Dena R. Pittman, CFA
Hendry County Property Appraiser

Parcel Summary

Parcel ID	1 30 43 02 A00 0004.0000
Prop ID	17125
Location Address	E SR 80 FL
Neighborhood/Area	TOWNSHIP 43 (101543.00)
Subdivision	
Brief Legal Description*	BEG SW COR SEC 2 N 00 DEG 33M 35S W 1107.84 FT-S 89 DEG 47M 54S E 1982.08 FT-S 00 DEG 57M 08S E 599.12 FT-S 11 DEG 17M 55S W 371.65 FT-S 89 DEG 53M 39S W 1908.38 FT TO POB 44.54 AC (Note: *The Description above is not to be used on legal documents.)
Property Use Code	PASTURE (6100)
Sec/Twp/Rng	02-43-30
Tax District	PLCDD (District 4)
Millage Rate	20.7281
Acreage	44.540
Homestead	N

View Map



Internal Info

Market Area 10

Owner Information

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Valuation

	2022 Certified Values	2021 Certified Values	2020 Certified Values
Just Market Value	$356,320	$356,320	$356,320
Land Value	$0	$0	$0
Agricultural (Market) Value	**$356,320**	**$356,320**	$356,320
Agricultural Classified Value	$9,932	$9,932	$9,932
Improvement Value	$0	$0	$0
Non School Assessed Value	$9,932	$9,932	$9,932
School Assessed Value	$9,932	$9,932	$9,932
Exempt Value	$0	$0	$0
Non School Taxable Value	$9,932	$9,932	$9,932
School Taxable Value	$9,932	$9,932	$9,932
Save Our Homes Deferred	$0	$0	$0
Non Save Our Homes Deferred	$0	$0	$0

*Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Trim Notices

2022 TRIM Notice (PDF)

2022 Property Record Cards

2022 Property Record Card (PDF)

Tax Collector

Link to Tax Collector

Land Information

Land Use	Land Use Desc	Acres	Square Feet	Eff. Frontage	Depth	Zoning
6101	PI-/Improved Pasture	44.54	1940162.4	0	0	

Sales

Sales Date	Sale Price	Instrument	Book/Page	Qualification	Vacant/Improved	Grantor	Grantee
12/24/2003	$325,100	WD	0667/1508	Qualified (Q)	Vacant	FERGUSON FARMS INC	FERGUSON-HOUSE FARMS INC
9/17/1998	$1,042,000	WD	0574/1318	Qualified (Q)	Vacant	ATLANTIC GULF COMMUNITIES COR	**None**

Official Public Records information is provided by the Hendry County Clerk's Office. Clicking on the Book/Page links above will direct you to their web site displaying the document details for this specific transaction.

Photos



No data available for the following modules: Building Information, Sub Area, Extra Features, Permits, Sketches.

This information was derived from data which was compiled by the Hendry County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation.
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GDPR Privacy Notice

Developed by Schneider GEOSPATIAL

Last Data Upload: 4/20/2023, 9:24:34 PM

Version 3.1.3

Patrick B. Langford
TAX COLLECTOR
Proudly Serving Hendry County

Hendry COUNTY 2022 REAL ESTATE

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

ACCOUNT NUMBER	CONTROL NUMBER	ESCROW	DELINQUENT TAX YEAR(S) NOT INCLUDED IN THIS BILL
1024330-A0000040000	17125		

ACCOUNT NUMBER: 1024330-A0000040000

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Parcel 911 Addresss:
E SR 80

Property Description:
BEG SW COR SEC 2 N 00 DEG 33M 35S W 1107.84 FT-S 89 DEG 47M 54S E 1982.08 FT-S 00 DEG 57M 08S E 599.12 FT-S 11 DEG 17M 55S W 371.65 FT-S 89 DEG 53M 39S W 1908.38 FT TO

4/21/23, 11:06 AM

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
BD OF COUNTY COMM - COUNTY	7.1000	9,932	0	9,932	70.52
H C HOSPITAL AUTH - ISD	3.3300	9,932	0	9,932	33.07
H C HOSP DEBT SVC - ISD	0.3300	9,932	0	9,932	3.28
SCHOOL STATE LAW S - SCHOOL	3.1650	9,932	0	9,932	31.43
SCHOOL LOCAL BD CAPITAL OUTLAY	1.5000	9,932	0	9,932	14.90
SCHOOL LOCAL BD DISCRETIONARY OPERATING	0.7480	9,932	0	9,932	7.43
SO FLORIDA WATER - WMD	0.0948	9,932	0	9,932	0.94
SO FLORIDA WATER EVERGLADES CONSTRUCTION	0.0327	9,932	0	9,932	0.32
SO FLORIDA WATER OKEECHOBEE BASIN	0.1026	9,932	0	9,932	1.02
PORT LABELLE CDD - ISD	4.3250	9,932	0	9,932	42.96
TOTAL MILLAGE	**20.7281**		**TOTAL AD VALOREM TAXES**		**$205.87**

EXEMPTIONS

RETAIN THIS PORTION FOR YOUR RECORDS

SCAN TO PAY ONLINE

Save Time! Pay online
www.hendrycountytc.

NON AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	UNITS	AMOUNT
WEST HC FIRE	0.00	0	0.00
BARRON 1601 PL AG AREA	21.92	45	976.32
WEST HC FIRE	0.00	0	0.00

TOTAL NON-AD VALOREM ASSESSMENTS	**$976.32**
COMBINED TAXES AND ASSESSMENTS	**$1,182.19**

PLEASE PAY IN U.S. FUNDS FROM A U.S. BANK (NO POSTDATED CHECKS) TO: Hendry COUNTY TAX COLLECTOR

IF PAID BY PLEASE PAY	Nov 30, 2022	Dec 31, 2022	Jan 31, 2023	Feb 28, 2023	Mar 31, 2023	April 1, 2023 Delinquent Penalties and Fees Apply
	$1,134.90	**$1,146.72**	**$1,158.55**	**$1,170.37**	**$1,182.19**	

4/21/23, 11:06 AM PLEASE RETURN THIS STUB WITH PAYMENT

ACCOUNT NUMBER
1024330-A0000040000

PROPERTY ADDRESS
E SR 80

CONTROL NUMBER
17125

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Hendry COUNTY 2022 REAL ESTATE

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

Patrick B. Langford
TAX COLLECTOR
Proudly Serving Hendry County

P.O. BOX 1780
LaBelle, FL 33975
(863) 675-5280

Contact Phone Number:
( )

PAY ONLY ONE AMOUNT	
☐	Nov 30, 2022 **$1,134.90**
☐	Dec 31, 2022 **$1,146.72**
☐	Jan 31, 2023 **$1,158.55**
☐	Feb 28, 2023 **$1,170.37**
☐	Mar 31, 2023 **$1,182.19**

**** TAXES ARE PAID. FOR YOUR RECORDS ONLY ****

Receipt Number: N11302022P002682
Payment Date: 11/30/2022
Payment Amount: $1,134.90
Paid By:

01 2022 1024330A0000040000 00000000000 00000000000 0

Dena R. Pittman, CFA
Hendry County Property Appraiser

Parcel Summary

Parcel ID	1 30 43 03 A00 0003.0000
Prop ID	17131
Location Address	E SR 80 FL
Neighborhood/Area	TOWNSHIP 43 (101543.00)
Subdivision	
Brief Legal Description*	ALL LYING ELY OF ABANDONDED ACCL RR RWY 17.90 AC (Note: *The Description above is not to be used on legal documents.)
Property Use Code	PASTURE (6100)
Sec/Twp/Rng	03-43-30
Tax District	PLCDD (District 4)
Millage Rate	20.7281
Acreage	17.900
Homestead	N

View Map



Internal Info

Market Area 10

Owner Information

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Valuation

	2022 Certified Values	2021 Certified Values	2020 Certified Values
Just Market Value	$173,272	$173,272	$173,272
Land Value	$0	$0	$0
Agricultural (Market) Value	$173,272	$173,272	$173,272
Agricultural Classified Value	$3,992	$3,992	$3,992
Improvement Value	$0	$0	$0
Non School Assessed Value	$3,992	$3,992	$3,992
School Assessed Value	$3,992	$3,992	$3,992
Exempt Value	$0	$0	$0
Non School Taxable Value	$3,992	$3,992	$3,992
School Taxable Value	$3,992	$3,992	$3,992
Save Our Homes Deferred	$0	$0	$0
Non Save Our Homes Deferred	$0	$0	$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Trim Notices

2022 TRIM Notice (PDF)

2022 Property Record Cards

2022 Property Record Card (PDF)

Tax Collector

Link to Tax Collector

Land Information

Land Use	Land Use Desc	Acres	Square Feet	Eff. Frontage	Depth	Zoning
6101	PI-/Improved Pasture	17.90	779724	0	0	

Sales

Sales Date	Sale Price	Instrument	Book/Page	Qualification	Vacant/Improved	Grantor	Grantee
12/24/2003	$325,100	WD	0667/1508	Qualified (Q)	Vacant	FERGUSON FARMS INC	FERGUSON-HOUSE FARMS INC
9/17/1998	$1,042,000	WD	0574/1318	Qualified (Q)	Vacant	ATLANTIC GULF COMMUNITIES COR	**None**

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Photos



No data available for the following modules: Building Information, Sub Area, Extra Features, Permits, Sketches.

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Last Data Upload: 4/20/2023, 9:24:34 PM

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Version 3.1.3

Patrick B. Langford
TAX COLLECTOR
Proudly Serving Hendry County

Hendry COUNTY 2022 REAL ESTATE

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

ACCOUNT NUMBER	CONTROL NUMBER	ESCROW	DELINQUENT TAX YEAR(S) NOT INCLUDED IN THIS BILL
1034330-A0000030000	17131		

ACCOUNT NUMBER: 1034330-A0000030000

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Parcel 911 Addresss:
E SR 80

Property Description:
ALL LYING ELY OF ABANDONDED ACCL RR RWY 17.90 AC

4/21/23, 11:02 AM

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
BD OF COUNTY COMM - COUNTY	7.1000	3,992	0	3,992	28.34
H C HOSPITAL AUTH - ISD	3.3300	3,992	0	3,992	13.29
H C HOSP DEBT SVC - ISD	0.3300	3,992	0	3,992	1.32
SCHOOL STATE LAW S - SCHOOL	3.1650	3,992	0	3,992	12.63
SCHOOL LOCAL BD CAPITAL OUTLAY	1.5000	3,992	0	3,992	5.99
SCHOOL LOCAL BD DISCRETIONARY OPERATING	0.7480	3,992	0	3,992	2.99
SO FLORIDA WATER - WMD	0.0948	3,992	0	3,992	0.38
SO FLORIDA WATER EVERGLADES CONSTRUCTION	0.0327	3,992	0	3,992	0.13
SO FLORIDA WATER OKEECHOBEE BASIN	0.1026	3,992	0	3,992	0.41
PORT LABELLE CDD - ISD	4.3250	3,992	0	3,992	17.27
TOTAL MILLAGE	**20.7281**		**TOTAL AD VALOREM TAXES**		**$82.75**

EXEMPTIONS

RETAIN THIS PORTION FOR YOUR RECORDS

SCAN TO PAY ONLINE

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NON AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	UNITS	AMOUNT
WEST HC FIRE	0.00	0	0.00
BARRON 1601 PL AG AREA	21.92	18	392.37
WEST HC FIRE	0.00	0	0.00

TOTAL NON-AD VALOREM ASSESSMENTS	**$392.37**
COMBINED TAXES AND ASSESSMENTS	**$475.12**

PLEASE PAY IN U.S. FUNDS FROM A U.S. BANK (NO POSTDATED CHECKS) TO: Hendry COUNTY TAX COLLECTOR

IF PAID BY	Nov 30, 2022	Dec 31, 2022	Jan 31, 2023	Feb 28, 2023	Mar 31, 2023	April 1, 2023
PLEASE PAY	$456.12	$460.87	$465.62	$470.37	$475.12	Delinquent Penalties and Fees Apply

4/21/23, 11:02 AM PLEASE RETURN THIS STUB WITH PAYMENT

ACCOUNT NUMBER
1034330-A0000030000

PROPERTY ADDRESS
E SR 80

CONTROL NUMBER
17131

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Hendry COUNTY 2022 REAL ESTATE
Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

Patrick B. Langford
TAX COLLECTOR
Proudly Serving Hendry County

P.O. BOX 1780
LaBelle, FL 33975
(863) 675-5280

Contact Phone Number:
( )

PAY ONLY ONE AMOUNT	
☐	Nov 30, 2022 **$456.12**
☐	Dec 31, 2022 **$460.87**
☐	Jan 31, 2023 **$465.62**
☐	Feb 28, 2023 **$470.37**
☐	Mar 31, 2023 **$475.12**

**** TAXES ARE PAID. FOR YOUR RECORDS ONLY ****

Receipt Number: N11302022P002680
Payment Date: 11/30/2022
Payment Amount: $456.12
Paid By:

01 2022 1034330A0000030000 00000000000 00000000000 0

Dena R. Pittman, CFA
Hendry County Property Appraiser

Parcel Summary

Parcel ID	1 30 43 10 A00 0003.0000
Prop ID	17171
Location Address	E SR 80 FL
Neighborhood/Area	TOWNSHIP 43 (101543.00)
Subdivision	
Brief Legal Description*	ALL LYING ELY OF ABANDONDED ACL RR RWY 298.82 AC (Note: *The Description above is not to be used on legal documents.)
Property Use Code	NATIVE PASTURE (6300)
Sec/Twp/Rng	10-43-30
Tax District	PLCDD (District 4)
Millage Rate	20.7281
Acreage	298.820
Homestead	N

View Map

Internal Info

Market Area 10

Owner Information

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Valuation

	2022 Certified Values	2021 Certified Values	2020 Certified Values
Just Market Value	$2,390,560	$2,390,560	$2,390,560
Land Value	$0	$0	$0
Agricultural (Market) Value	$2,390,560	$2,390,560	$2,390,560
Agricultural Classified Value	$17,808	$17,808	$17,808
Improvement Value	$0	$0	$0
Non School Assessed Value	$17,808	$17,808	$17,808
School Assessed Value	$17,808	$17,808	$17,808
Exempt Value	$0	$0	$0
Non School Taxable Value	$17,808	$17,808	$17,808
School Taxable Value	$17,808	$17,808	$17,808
Save Our Homes Deferred	$0	$0	$0
Non Save Our Homes Deferred	$0	$0	$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Trim Notices

2022 TRIM Notice (PDF)

2022 Property Record Cards

2022 Property Record Card (PDF)

Tax Collector

Link to Tax Collector

Land Information

Land Use	Land Use Desc	Acres	Square Feet	Eff. Frontage	Depth	Zoning
6101	PI-/Improved Pasture	14.39	626828.4	0	0	
6302	Native Pasture	284.43	12389770.8	0	0	

Sales

Sales Date	Sale Price	Instrument	Book/Page	Qualification	Vacant/Improved	Grantor	Grantee
12/24/2003	$325,100	WD	0667/1508	Qualified (Q)	Vacant	FERGUSON FARMS INC	FERGUSON-HOUSE FARMS INC
9/17/1998	$1,042,000	WD	0574/1318	Qualified (Q)	Vacant	ATLANTIC GULF COMMUNITIES COR	**None**

Official Public Records information is provided by the Hendry County Clerk's Office. Clicking on the Book/Page links above will direct you to their web site displaying the document details for this specific transaction.

No data available for the following modules: Building Information, Sub Area, Extra Features, Permits, Photos, Sketches.

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Version 3.1.3

Patrick B. Langford
TAX COLLECTOR
Proudly Serving Hendry County

Hendry COUNTY 2022 REAL ESTATE

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

ACCOUNT NUMBER	CONTROL NUMBER	ESCROW	DELINQUENT TAX YEAR(S) NOT INCLUDED IN THIS BILL
1104330-A0000030000	17171		

ACCOUNT NUMBER: 1104330-A0000030000

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Parcel 911 Addresss:
E SR 80

Property Description:
ALL LYING ELY OF ABANDONDED ACL RR RWY 298.82 AC

4/21/23, 11:13 AM

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
BD OF COUNTY COMM - COUNTY	7.1000	17,808	0	17,808	126.44
H C HOSPITAL AUTH - ISD	3.3300	17,808	0	17,808	59.30
H C HOSP DEBT SVC - ISD	0.3300	17,808	0	17,808	5.88
SCHOOL STATE LAW S - SCHOOL	3.1650	17,808	0	17,808	56.36
SCHOOL LOCAL BD CAPITAL OUTLAY	1.5000	17,808	0	17,808	26.71
SCHOOL LOCAL BD DISCRETIONARY OPERATING	0.7480	17,808	0	17,808	13.32
SO FLORIDA WATER - WMD	0.0948	17,808	0	17,808	1.69
SO FLORIDA WATER EVERGLADES CONSTRUCTION	0.0327	17,808	0	17,808	0.58
SO FLORIDA WATER OKEECHOBEE BASIN	0.1026	17,808	0	17,808	1.83
PORT LABELLE CDD - ISD	4.3250	17,808	0	17,808	77.02
TOTAL MILLAGE	**20.7281**		**TOTAL AD VALOREM TAXES**		**$369.13**

EXEMPTIONS

RETAIN THIS PORTION FOR YOUR RECORDS

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NON AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	UNITS	AMOUNT
WEST HC FIRE	0.00	0	0.00
BARRON 1601 PL AG AREA	21.92	299	6,550.13
WEST HC FIRE	0.00	0	0.00

TOTAL NON-AD VALOREM ASSESSMENTS	$6,550.13
COMBINED TAXES AND ASSESSMENTS	$6,919.26

PLEASE PAY IN U.S. FUNDS FROM A U.S. BANK (NO POSTDATED CHECKS) TO: Hendry COUNTY TAX COLLECTOR

IF PAID BY PLEASE PAY	Nov 30, 2022	Dec 31, 2022	Jan 31, 2023	Feb 28, 2023	Mar 31, 2023	April 1, 2023 Delinquent Penalties and Fees Apply
	$6,642.49	$6,711.68	$6,780.87	$6,850.07	$6,919.26	

4/21/23, 11:13 AM PLEASE RETURN THIS STUB WITH PAYMENT

ACCOUNT NUMBER
1104330-A0000030000

PROPERTY ADDRESS
E SR 80

CONTROL NUMBER
17171

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Hendry COUNTY 2022 REAL ESTATE

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

Patrick B. Langford
TAX COLLECTOR
Proudly Serving Hendry County

P.O. BOX 1780
LaBelle, FL 33975
(863) 675-5280

Contact Phone Number:
( )

PAY ONLY ONE AMOUNT	
☐	Nov 30, 2022 **$6,642.49**
☐	Dec 31, 2022 **$6,711.68**
☐	Jan 31, 2023 **$6,780.87**
☐	Feb 28, 2023 **$6,850.07**
☐	Mar 31, 2023 **$6,919.26**

**** TAXES ARE PAID. FOR YOUR RECORDS ONLY ****

Receipt Number: N11302022P002683
Payment Date: 11/30/2022
Payment Amount: $6,642.49
Paid By:

01 2022 1104330A0000030000 00000000000 00000000000 0

Dena R. Pittman, CFA
Hendry County Property Appraiser

Parcel Summary

Parcel ID	1 30 43 11 A00 0004.0000
Prop ID	17179
Location Address	E SR 80 FL
Neighborhood/Area	TOWNSHIP 43 (101543.00)
Subdivision	
Brief Legal Description*	BEG SW COR SEC 11 AS POB-N 00 DEG 48M 58S W 5403.28 FT-N 89 DEG 53M 39S E 1908.38 FT-S 11 DEG 17M 55S W 5528.00 FT-S 88 DEG 34M 05S W 953.28 FT TO POB 164.67 AC (Note: *The Description above is not to be used on legal documents.)
Property Use Code	NATIVE PASTURE (6300)
Sec/Twp/Rng	11-43-30
Tax District	PLCDD (District 4)
Millage Rate	20.7281
Acreage	164.670
Homestead	N

View Map

Internal Info

Market Area 10

Owner Information

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Valuation

	2022 Certified Values	2021 Certified Values	2020 Certified Values
Just Market Value	$1,317,360	$1,317,360	$1,317,360
Land Value	$0	$0	$0
Agricultural (Market) Value	$1,317,360	$1,317,360	$1,317,360
Agricultural Classified Value	$17,343	$17,343	$17,343
Improvement Value	$0	$0	$0
Non School Assessed Value	$17,343	$17,343	$17,343
School Assessed Value	$17,343	$17,343	$17,343
Exempt Value	$0	$0	$0
Non School Taxable Value	$17,343	$17,343	$17,343
School Taxable Value	$17,343	$17,343	$17,343
Save Our Homes Deferred	$0	$0	$0
Non Save Our Homes Deferred	$0	$0	$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Trim Notices

2022 TRIM Notice (PDF)

2022 Property Record Cards

2022 Property Record Card (PDF)

Tax Collector

Link to Tax Collector

Land Information

Land Use	Land Use Desc	Acres	Square Feet	Eff. Frontage	Depth	Zoning
6101	PI-/Improved Pasture	34.01	1481475.6	0	0	
6201	Semi Imp Pasture	22.87	996217.2	0	0	
6302	Native Pasture	107.79	4695332.4	0	0	

Sales

Sales Date	Sale Price	Instrument	Book/Page	Qualification	Vacant/Improved	Grantor	Grantee
12/24/2003	$325,100	WD	0667/1508	Qualified (Q)	Vacant	FERGUSON FARMS INC	FERGUSON-HOUSE FARMS INC
9/17/1998	$1,042,000	WD	0574/1318	Qualified (Q)	Vacant	ATLANTIC GULF COMMUNITIES COR	**None**

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No data available for the following modules: Building Information, Sub Area, Extra Features, Permits, Photos, Sketches.

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Patrick B. Langford
TAX COLLECTOR
Proudly Serving Hendry County

Hendry COUNTY 2022 REAL ESTATE
Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

ACCOUNT NUMBER	CONTROL NUMBER	ESCROW	DELINQUENT TAX YEAR(S) NOT INCLUDED IN THIS BILL
1114330-A0000040000	17179		

ACCOUNT NUMBER: 1114330-A0000040000

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Parcel 911 Addresss:
E SR 80

Property Description:
BEG SW COR SEC 11 AS POB-N 00 DEG 48M 58S W 5403.28 FT-N 89 DEG 53M 39S E 1908.38 FT-S 11 DEG 17M 55S W 5528.00 FT-S 88 DEG 34M 05S W 953.28 FT TO POB 164.67 AC

4/21/23, 11:15 AM

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
BD OF COUNTY COMM - COUNTY	7.1000	17,343	0	17,343	123.14
H C HOSPITAL AUTH - ISD	3.3300	17,343	0	17,343	57.75
H C HOSP DEBT SVC - ISD	0.3300	17,343	0	17,343	5.72
SCHOOL STATE LAW S - SCHOOL	3.1650	17,343	0	17,343	54.89
SCHOOL LOCAL BD CAPITAL OUTLAY	1.5000	17,343	0	17,343	26.01
SCHOOL LOCAL BD DISCRETIONARY OPERATING	0.7480	17,343	0	17,343	12.97
SO FLORIDA WATER - WMD	0.0948	17,343	0	17,343	1.64
SO FLORIDA WATER EVERGLADES CONSTRUCTION	0.0327	17,343	0	17,343	0.57
SO FLORIDA WATER OKEECHOBEE BASIN	0.1026	17,343	0	17,343	1.78
PORT LABELLE CDD - ISD	4.3250	17,343	0	17,343	75.01
TOTAL MILLAGE	**20.7281**		**TOTAL AD VALOREM TAXES**		**$359.48**

EXEMPTIONS

RETAIN THIS PORTION FOR YOUR RECORDS

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NON AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	UNITS	AMOUNT
WEST HC FIRE	0.00	0	0.00
BARRON 1601 PL AG AREA	21.92	165	3,609.57
WEST HC FIRE	0.00	0	0.00

TOTAL NON-AD VALOREM ASSESSMENTS	$3,609.57
COMBINED TAXES AND ASSESSMENTS	$3,969.05

PLEASE PAY IN U.S. FUNDS FROM A U.S. BANK (NO POSTDATED CHECKS) TO: Hendry COUNTY TAX COLLECTOR

IF PAID BY PLEASE PAY	Nov 30, 2022	Dec 31, 2022	Jan 31, 2023	Feb 28, 2023	Mar 31, 2023	April 1, 2023 Delinquent Penalties and Fees Apply
	$3,810.29	$3,849.98	$3,889.67	$3,929.36	$3,969.05	

4/21/23, 11:15 AM PLEASE RETURN THIS STUB WITH PAYMENT

ACCOUNT NUMBER
1114330-A0000040000

PROPERTY ADDRESS
E SR 80

CONTROL NUMBER
17179

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Hendry COUNTY 2022 REAL ESTATE
Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

Patrick B. Langford
TAX COLLECTOR
Proudly Serving Hendry County

P.O. BOX 1780
LaBelle, FL 33975
(863) 675-5280

Contact Phone Number: ( )

PAY ONLY ONE AMOUNT	
☐	Nov 30, 2022 **$3,810.29**
☐	Dec 31, 2022 **$3,849.98**
☐	Jan 31, 2023 **$3,889.67**
☐	Feb 28, 2023 **$3,929.36**
☐	Mar 31, 2023 **$3,969.05**

**** TAXES ARE PAID. FOR YOUR RECORDS ONLY ****

Receipt Number: N11302022P002681
Payment Date: 11/30/2022
Payment Amount: $3,810.29
Paid By:

01 2022 1114330A0000040000 00000000000 00000000000 0

Parcel Summary

Parcel ID	1 30 43 14 A00 0006.0000
Prop ID	17194
Location Address	E SR 80 FL
Neighborhood/Area	TOWNSHIP 43 (101543.00)
Subdivision	
Brief Legal Description*	BEG NW COR SEC 14 AS POB-N 88 DEG 34M 05S E 953.28 FT-S 11 DEG 17M 55S W 2717.96 FT-S 88 DEG 37M 59S W 160.28 FT- N 01 DEG 11M 40S W 3928.72 FT TO POB 27.65 AC (Note: *The Description above is not to be used on legal documents.)
Property Use Code	PASTURE (6100)
Sec/Twp/Rng	14-43-30
Tax District	PLCDD (District 4)
Millage Rate	20.7281
Acreage	27.650
Homestead	N

View Map

Internal Info

Market Area 10

Owner Information

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Valuation

	2022 Certified Values	2021 Certified Values	2020 Certified Values
Just Market Value	$245,532	$245,532	$245,532
Land Value	$0	$0	$0
Agricultural (Market) Value	$245,532	$245,532	$245,532
Agricultural Classified Value	$4,593	$4,593	$4,593
Improvement Value	$0	$0	$0
Non School Assessed Value	$4,593	$4,593	$4,593
School Assessed Value	$4,593	$4,593	$4,593
Exempt Value	$0	$0	$0
Non School Taxable Value	$4,593	$4,593	$4,593
School Taxable Value	$4,593	$4,593	$4,593
Save Our Homes Deferred	$0	$0	$0
Non Save Our Homes Deferred	$0	$0	$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Trim Notices

2022 TRIM Notice (PDF)

2022 Property Record Cards

2022 Property Record Card (PDF)

Tax Collector

Link to Tax Collector

Land Information

Land Use	Land Use Desc	Acres	Square Feet	Eff. Frontage	Depth	Zoning
6101	PI-/Improved Pasture	17.57	765349.2	0	0	
6302	Native Pasture	10.08	439084.8	0	0	

Sales

Sales Date	Sale Price	Instrument	Book/Page	Qualification	Vacant/Improved	Grantor	Grantee
12/24/2003	$325,100	WD	0667/1508	Qualified (Q)	Vacant	FERGUSON FARMS INC	FERGUSON-HOUSE FARMS INC
9/17/1998	$1,042,000	WD	0574/1318	Qualified (Q)	Vacant	ATLANTIC GULF COMMUNITIES COR	**None**

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Hendry COUNTY 2022 REAL ESTATE

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

ACCOUNT NUMBER	CONTROL NUMBER	ESCROW	DELINQUENT TAX YEAR(S) NOT INCLUDED IN THIS BILL
1144330-A0000060000	17194		

ACCOUNT NUMBER: 1144330-A0000060000

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Parcel 911 Addresss:
E SR 80

Property Description:
BEG NW COR SEC 14 AS POB-N 88 DEG 34M 05S E 953.28 FT-S 11 DEG 17M 55S W 2717.96 FT-S 88 DEG 37M 59S W 160.28 FT- N 01 DEG 11M 40S W 3928.72 FT TO POB 27.65 AC

4/21/23, 11:30 AM

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
BD OF COUNTY COMM - COUNTY	7.1000	4,593	0	4,593	32.61
H C HOSPITAL AUTH - ISD	3.3300	4,593	0	4,593	15.29
H C HOSP DEBT SVC - ISD	0.3300	4,593	0	4,593	1.52
SCHOOL STATE LAW S - SCHOOL	3.1650	4,593	0	4,593	14.54
SCHOOL LOCAL BD CAPITAL OUTLAY	1.5000	4,593	0	4,593	6.89
SCHOOL LOCAL BD DISCRETIONARY OPERATING	0.7480	4,593	0	4,593	3.44
SO FLORIDA WATER - WMD	0.0948	4,593	0	4,593	0.44
SO FLORIDA WATER EVERGLADES CONSTRUCTION	0.0327	4,593	0	4,593	0.15
SO FLORIDA WATER OKEECHOBEE BASIN	0.1026	4,593	0	4,593	0.47
PORT LABELLE CDD - ISD	4.3250	4,593	0	4,593	19.86
TOTAL MILLAGE	**20.7281**		**TOTAL AD VALOREM TAXES**		**$95.21**

EXEMPTIONS

RETAIN THIS PORTION FOR YOUR RECORDS

SCAN TO PAY ONLINE

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NON AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	UNITS	AMOUNT
WEST HC FIRE	0.00	0	0.00
BARRON 1601 PL AG AREA	21.92	28	606.09
WEST HC FIRE	0.00	0	0.00

TOTAL NON-AD VALOREM ASSESSMENTS	**$606.09**
COMBINED TAXES AND ASSESSMENTS	**$701.30**

PLEASE PAY IN U.S. FUNDS FROM A U.S. BANK (NO POSTDATED CHECKS) TO: Hendry COUNTY TAX COLLECTOR

IF PAID BY	Nov 30, 2022	Dec 31, 2022	Jan 31, 2023	Feb 28, 2023	Mar 31, 2023	April 1, 2023
PLEASE PAY	$673.25	$680.26	$687.27	$694.29	$701.30	Delinquent Penalties and Fees Apply

4/21/23, 11:30 AM PLEASE RETURN THIS STUB WITH PAYMENT

ACCOUNT NUMBER
1144330-A0000060000

PROPERTY ADDRESS
E SR 80

CONTROL NUMBER
17194

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Hendry COUNTY 2022 REAL ESTATE

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

Patrick B. Langford
TAX COLLECTOR
Proudly Serving Hendry County

P.O. BOX 1780
LaBelle, FL 33975
(863) 675-5280

Contact Phone Number:
( )

PAY ONLY ONE AMOUNT	
☐	Nov 30, 2022 **$673.25**
☐	Dec 31, 2022 **$680.26**
☐	Jan 31, 2023 **$687.27**
☐	Feb 28, 2023 **$694.29**
☐	Mar 31, 2023 **$701.30**

**** TAXES ARE PAID. FOR YOUR RECORDS ONLY ****

Receipt Number: N11302022P002686
Payment Date: 11/30/2022
Payment Amount: $673.25
Paid By:

01 2022 1144330A0000060000 00000000000 00000000000 0

Dena R. Pittman, CFA
Hendry County Property Appraiser

Parcel Summary

Parcel ID	1 30 43 14 A00 0007.0000
Prop ID	17195
Location Address	WELLINGTON PKWY FL
Neighborhood/Area	TOWNSHIP 43 (101543.00)
Subdivision	
Brief Legal Description*	BEG NW COR SEC 14-S 01 DEG 11M 40S E 2770.97 FT TO POB-CONT 602.93 FT-N 11 DEG 17M 55S E 618.17 FT-S 88 DEG 32M 46S W 133.72 FT TO POB 0.93 AC (Note: *The Description above is not to be used on legal documents.)
Property Use Code	PASTURE (6100)
Sec/Twp/Rng	14-43-30
Tax District	PLCDD (District 4)
Millage Rate	20.7281
Acreage	0.930
Homestead	N

View Map

Internal Info

Market Area 10

Owner Information

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Valuation

	2022 Certified Values	2021 Certified Values	2020 Certified Values
Just Market Value	$9,895	$9,895	$9,895
Land Value	$0	$0	$0
Agricultural (Market) Value	$9,895	$9,895	$9,895
Agricultural Classified Value	$207	$207	$207
Improvement Value	$0	$0	$0
Non School Assessed Value	$207	$207	$207
School Assessed Value	$207	$207	$207
Exempt Value	$0	$0	$0
Non School Taxable Value	$207	$207	$207
School Taxable Value	$207	$207	$207
Save Our Homes Deferred	$0	$0	$0
Non Save Our Homes Deferred	$0	$0	$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Trim Notices

2022 TRIM Notice (PDF)

2022 Property Record Cards

2022 Property Record Card (PDF)

Tax Collector

Link to Tax Collector

Land Information

Land Use	Land Use Desc	Acres	Square Feet	Eff. Frontage	Depth	Zoning
6101	PI-/Improved Pasture	0.93	40510.8	0	0	

Sales

Sales Date	Sale Price	Instrument	Book/Page	Qualification	Vacant/Improved	Grantor	Grantee
12/24/2003	$325,100	WD	0667/1508	Qualified (Q)	Vacant	FERGUSON FARMS INC	FERGUSON-HOUSE FARMS INC
9/17/1998	$1,042,000	WD	0574/1318	Qualified (Q)	Vacant	ATLANTIC GULF COMMUNITIES COR	**None**

Official Public Records information is provided by the Hendry County Clerk's Office. Clicking on the Book/Page links above will direct you to their web site displaying the document details for this specific transaction.

No data available for the following modules: Building Information, Sub Area, Extra Features, Permits, Photos, Sketches.

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Version 3.1.3

Patrick B. Langford
TAX COLLECTOR
Proudly Serving Hendry County

Hendry COUNTY 2022 REAL ESTATE

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

ACCOUNT NUMBER	CONTROL NUMBER	ESCROW	DELINQUENT TAX YEAR(S) NOT INCLUDED IN THIS BILL
1144330-A0000070000	17195		

ACCOUNT NUMBER: 1144330-A0000070000

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Parcel 911 Addresss:
WELLINGTON PKWY

Property Description:
BEG NW COR SEC 14-S 01 DEG 11M 40S E 2770.97 FT TO POB-CONT 602.93 FT-N 11 DEG 17M 55S E 618.17 FT-S 88 DEG 32M 46S W 133.72 FT TO POB 0.93 AC

4/21/23, 11:31 AM

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
BD OF COUNTY COMM - COUNTY	7.1000	207	0	207	1.47
H C HOSPITAL AUTH - ISD	3.3300	207	0	207	0.69
H C HOSP DEBT SVC - ISD	0.3300	207	0	207	0.07
SCHOOL STATE LAW S - SCHOOL	3.1650	207	0	207	0.66
SCHOOL LOCAL BD CAPITAL OUTLAY	1.5000	207	0	207	0.31
SCHOOL LOCAL BD DISCRETIONARY OPERATING	0.7480	207	0	207	0.15
SO FLORIDA WATER - WMD	0.0948	207	0	207	0.02
SO FLORIDA WATER EVERGLADES CONSTRUCTION	0.0327	207	0	207	0.01
SO FLORIDA WATER OKEECHOBEE BASIN	0.1026	207	0	207	0.02
PORT LABELLE CDD - ISD	4.3250	207	0	207	0.90
TOTAL MILLAGE	**20.7281**		**TOTAL AD VALOREM TAXES**		**$4.30**

EXEMPTIONS

RETAIN THIS PORTION FOR YOUR RECORDS

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NON AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	UNITS	AMOUNT
WEST HC FIRE	0.00	0	0.00
BARRON 1601 PL AG AREA	21.92	1	20.39
WEST HC FIRE	0.00	0	0.00

TOTAL NON-AD VALOREM ASSESSMENTS	$20.39
COMBINED TAXES AND ASSESSMENTS	$24.69

PLEASE PAY IN U.S. FUNDS FROM A U.S. BANK (NO POSTDATED CHECKS) TO: Hendry COUNTY TAX COLLECTOR

IF PAID BY	Nov 30, 2022	Dec 31, 2022	Jan 31, 2023	Feb 28, 2023	Mar 31, 2023	April 1, 2023
PLEASE PAY	$23.70	$23.95	$24.20	$24.44	$24.69	Delinquent Penalties and Fees Apply

4/21/23, 11:31 AM PLEASE RETURN THIS STUB WITH PAYMENT

ACCOUNT NUMBER
1144330-A0000070000

PROPERTY ADDRESS
WELLINGTON PKWY

CONTROL NUMBER
17195

Hendry COUNTY 2022 REAL ESTATE

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

Patrick B. Langford
TAX COLLECTOR
Proudly Serving Hendry County

P.O. BOX 1780
LaBelle, FL 33975
(863) 675-5280

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Contact Phone Number:
( )

PAY ONLY ONE AMOUNT	
☐	Nov 30, 2022 **$23.70**
☐	Dec 31, 2022 **$23.95**
☐	Jan 31, 2023 **$24.20**
☐	Feb 28, 2023 **$24.44**
☐	Mar 31, 2023 **$24.69**

**** TAXES ARE PAID. FOR YOUR RECORDS ONLY ****

Receipt Number: N11302022P002684
Payment Date: 11/30/2022
Payment Amount: $23.70
Paid By:

01 2022 1144330A0000070000 00000000000 00000000000 0

Dena R. Pittman, CFA
Hendry County Property Appraiser

Parcel Summary



Parcel ID	1 30 43 15 A00 0007.0000
Prop ID	17201
Location Address	E SR 80 FL
Neighborhood/Area	TOWNSHIP 43 (101543.00)
Subdivision	
Brief Legal Description*	BEG NE COR SEC 15 AS POB-S 01 DEG 11S 40S E 2650.99 FT-S 88 DEG 37M 59S W 2411.31 FT-S 01 DEG 22M 01S E 120.00 FT- N 88 DEG 37M 59S E 2401.21 FT-N 88 DEG 32M 46S E 9.74 FT-S 01 DEG 11M 40S E 602.93 FT-S 11 DEG 17M 55S W 184.88 FT- S 24 DEG 47M 56S W 2001. (Note: *The Description above is not to be used on legal documents.)
Property Use Code	PASTURE (6100)
Sec/Twp/Rng	15-43-30
Tax District	PLCDD (District 4)
Millage Rate	20.7281
Acreage	570.530
Homestead	N

View Map

Internal Info

Market Area 10

Owner Information

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Valuation

	2022 Certified Values	2021 Certified Values	2020 Certified Values
Just Market Value	$4,564,240	$4,564,240	$4,564,240
Land Value	$0	$0	$0
Agricultural (Market) Value	$4,564,240	$4,564,240	$4,564,240
Agricultural Classified Value	$86,344	$86,344	$86,344
Improvement Value	$0	$0	$0
Non School Assessed Value	$86,344	$86,344	$86,344
School Assessed Value	$86,344	$86,344	$86,344
Exempt Value	$0	$0	$0
Non School Taxable Value	$86,344	$86,344	$86,344
School Taxable Value	$86,344	$86,344	$86,344
Save Our Homes Deferred	$0	$0	$0
Non Save Our Homes Deferred	$0	$0	$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Trim Notices

2022 TRIM Notice (PDF)

2022 Property Record Cards

2022 Property Record Card (PDF)

Tax Collector

Link to Tax Collector

Land Information

Land Use	Land Use Desc	Acres	Square Feet	Eff. Frontage	Depth	Zoning
6101	PI-/Improved Pasture	320.51	13961415.6	0	0	
6302	Native Pasture	250.02	10890871.2	0	0	

Sales

Sales Date	Sale Price	Instrument	Book/Page	Qualification	Vacant/Improved	Grantor	Grantee
12/24/2003	$325,100	WD	0667/1508	Qualified (Q)	Vacant	FERGUSON FARMS INC	FERGUSON-HOUSE FARMS INC
9/17/1998	$1,042,000	WD	0574/1318	Qualified (Q)	Vacant	ATLANTIC GULF COMMUNITIES COR	**None**

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Photos



No data available for the following modules: Building Information, Sub Area, Extra Features, Permits, Sketches.

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Patrick B. Langford
TAX COLLECTOR
Proudly Serving Hendry County

Hendry COUNTY 2022 REAL ESTATE

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

ACCOUNT NUMBER	CONTROL NUMBER	ESCROW	DELINQUENT TAX YEAR(S) NOT INCLUDED IN THIS BILL
1154330-A0000070000	17201		

ACCOUNT NUMBER: 1154330-A0000070000

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Parcel 911 Addresss:
E SR 80

Property Description:
BEG NE COR SEC 15 AS POB-S 01 DEG 11S 40S E 2650.99 FT-S 88 DEG 37M 59S W 2411.31 FT-S 01 DEG 22M 01S E 120.00 FT- N 88 DEG 37M 59S E 2401.21 FT-N 88 DEG 32M 46S E 9.74 FT-S 01
(CONTINUED ON TAX ROLL)

4/21/23, 11:41 AM

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AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
BD OF COUNTY COMM - COUNTY	7.1000	86,344	0	86,344	613.04
H C HOSPITAL AUTH - ISD	3.3300	86,344	0	86,344	287.53
H C HOSP DEBT SVC - ISD	0.3300	86,344	0	86,344	28.49
SCHOOL STATE LAW S - SCHOOL	3.1650	86,344	0	86,344	273.28
SCHOOL LOCAL BD CAPITAL OUTLAY	1.5000	86,344	0	86,344	129.52
SCHOOL LOCAL BD DISCRETIONARY OPERATING	0.7480	86,344	0	86,344	64.59
SO FLORIDA WATER - WMD	0.0948	86,344	0	86,344	8.19
SO FLORIDA WATER EVERGLADES CONSTRUCTION	0.0327	86,344	0	86,344	2.82
SO FLORIDA WATER OKEECHOBEE BASIN	0.1026	86,344	0	86,344	8.86
PORT LABELLE CDD - ISD	4.3250	86,344	0	86,344	373.44
TOTAL MILLAGE	**20.7281**		**TOTAL AD VALOREM TAXES**		**$1,789.76**

EXEMPTIONS

SCAN TO PAY ONLINE

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NON AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	UNITS	AMOUNT
WEST HC FIRE	0.00	0	0.00
BARRON 1601 PL AG AREA	21.92	571	12,506.02
WEST HC FIRE	0.00	0	0.00

TOTAL NON-AD VALOREM ASSESSMENTS	**$12,506.02**
COMBINED TAXES AND ASSESSMENTS	**$14,295.78**

PLEASE PAY IN U.S. FUNDS FROM A U.S. BANK (NO POSTDATED CHECKS) TO: Hendry COUNTY TAX COLLECTOR

IF PAID BY	Nov 30, 2022	Dec 31, 2022	Jan 31, 2023	Feb 28, 2023	Mar 31, 2023	April 1, 2023
PLEASE PAY	$13,723.95	$13,866.91	$14,009.86	$14,152.82	$14,295.78	Delinquent Penalties and Fees Apply

4/21/23, 11:41 AM PLEASE RETURN THIS STUB WITH PAYMENT

ACCOUNT NUMBER
1154330-A0000070000

PROPERTY ADDRESS
E SR 80

CONTROL NUMBER
17201

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Hendry COUNTY 2022 REAL ESTATE

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

Patrick B. Langford
TAX COLLECTOR
Proudly Serving Hendry County

P.O. BOX 1780
LaBelle, FL 33975
(863) 675-5280

Contact Phone Number:
( )

PAY ONLY ONE AMOUNT	
☐	Nov 30, 2022 **$13,723.95**
☐	Dec 31, 2022 **$13,866.91**
☐	Jan 31, 2023 **$14,009.86**
☐	Feb 28, 2023 **$14,152.82**
☐	Mar 31, 2023 **$14,295.78**

**** TAXES ARE PAID. FOR YOUR RECORDS ONLY ****

Receipt Number: N11302022P002687
Payment Date: 11/30/2022
Payment Amount: $13,723.95
Paid By:

01 2022 1154330A0000070000 00000000000 00000000000 0

Dena R. Pittman, CFA
Hendry County Property Appraiser

Parcel Summary

Parcel ID	1 30 43 16 A00 0005.0000
Prop ID	17208
Location Address	E SR 80 FL
Neighborhood/Area	TOWNSHIP 43 (101543.00)
Subdivision	
Brief Legal Description*	ALL LYING ELY OF ABANDONED ACL RR RWY EXC W 200.00 FT 29.69 AC (Note: *The Description above is not to be used on legal documents.)
Property Use Code	PASTURE (6100)
Sec/Twp/Rng	16-43-30
Tax District	PLCDD (District 4)
Millage Rate	20.7281
Acreage	29.690
Homestead	N

View Map

Internal Info

Market Area 10

Owner Information

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Valuation

	2022 Certified Values	2021 Certified Values	2020 Certified Values
Just Market Value	$258,897	$258,897	$258,897
Land Value	$0	$0	$0
Agricultural (Market) Value	$258,897	$258,897	$258,897
Agricultural Classified Value	$6,621	$6,621	$6,621
Improvement Value	$0	$0	$0
Non School Assessed Value	$6,621	$6,621	$6,621
School Assessed Value	$6,621	$6,621	$6,621
Exempt Value	$0	$0	$0
Non School Taxable Value	$6,621	$6,621	$6,621
School Taxable Value	$6,621	$6,621	$6,621
Save Our Homes Deferred	$0	$0	$0
Non Save Our Homes Deferred	$0	$0	$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Trim Notices

2022 TRIM Notice (PDF)

2022 Property Record Cards

2022 Property Record Card (PDF)

Tax Collector

Link to Tax Collector

Land Information

Land Use	Land Use Desc	Acres	Square Feet	Eff. Frontage	Depth	Zoning
6101	PI-/Improved Pasture	29.69	1293296.4	0	0	

Sales

Sales Date	Sale Price	Instrument	Book/Page	Qualification	Vacant/Improved	Grantor	Grantee
12/24/2003	$325,100	WD	0667/1508	Qualified (Q)	Vacant	FERGUSON FARMS INC	FERGUSON-HOUSE FARMS INC
9/17/1998	$1,042,000	WD	0574/1318	Qualified (Q)	Vacant	ATLANTIC GULF COMMUNITIES COR	**None**

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Patrick B. Langford
TAX COLLECTOR
Proudly Serving Hendry County

Hendry COUNTY 2022 REAL ESTATE

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

ACCOUNT NUMBER	CONTROL NUMBER	ESCROW	DELINQUENT TAX YEAR(S) NOT INCLUDED IN THIS BILL
1164330-A0000050000	17208		

ACCOUNT NUMBER: 1164330-A0000050000

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Parcel 911 Addresss:
E SR 80

Property Description:
ALL LYING ELY OF ABANDONED ACL RR RWY EXC W 200.OO FT 29.69 AC

4/21/23, 11:35 AM

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
BD OF COUNTY COMM - COUNTY	7.1000	6,621	0	6,621	47.01
H C HOSPITAL AUTH - ISD	3.3300	6,621	0	6,621	22.05
H C HOSP DEBT SVC - ISD	0.3300	6,621	0	6,621	2.18
SCHOOL STATE LAW S - SCHOOL	3.1650	6,621	0	6,621	20.96
SCHOOL LOCAL BD CAPITAL OUTLAY	1.5000	6,621	0	6,621	9.93
SCHOOL LOCAL BD DISCRETIONARY OPERATING	0.7480	6,621	0	6,621	4.95
SO FLORIDA WATER - WMD	0.0948	6,621	0	6,621	0.63
SO FLORIDA WATER EVERGLADES CONSTRUCTION	0.0327	6,621	0	6,621	0.22
SO FLORIDA WATER OKEECHOBEE BASIN	0.1026	6,621	0	6,621	0.68
PORT LABELLE CDD - ISD	4.3250	6,621	0	6,621	28.64
TOTAL MILLAGE	**20.7281**		**TOTAL AD VALOREM TAXES**		**$137.25**

EXEMPTIONS

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NON AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	UNITS	AMOUNT
WEST HC FIRE	0.00	0	0.00
BARRON 1602 BMNAG	6.22	30	184.67
WEST HC FIRE	0.00	0	0.00

TOTAL NON-AD VALOREM ASSESSMENTS	**$184.67**
COMBINED TAXES AND ASSESSMENTS	**$321.92**

PLEASE PAY IN U.S. FUNDS FROM A U.S. BANK (NO POSTDATED CHECKS) TO: Hendry COUNTY TAX COLLECTOR

IF PAID BY PLEASE PAY	Nov 30, 2022	Dec 31, 2022	Jan 31, 2023	Feb 28, 2023	Mar 31, 2023	April 1, 2023 Delinquent Penalties and Fees Apply
	$309.04	**$312.26**	**$315.48**	**$318.70**	**$321.92**	

4/21/23, 11:35 AM PLEASE RETURN THIS STUB WITH PAYMENT

ACCOUNT NUMBER
1164330-A0000050000

PROPERTY ADDRESS
E SR 80

CONTROL NUMBER
17208

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Hendry COUNTY 2022 REAL ESTATE

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

Patrick B. Langford
TAX COLLECTOR
Proudly Serving Hendry County

P.O. BOX 1780
LaBelle, FL 33975
(863) 675-5280

Contact Phone Number:
( )

PAY ONLY ONE AMOUNT	
☐	Nov 30, 2022 **$309.04**
☐	Dec 31, 2022 **$312.26**
☐	Jan 31, 2023 **$315.48**
☐	Feb 28, 2023 **$318.70**
☐	Mar 31, 2023 **$321.92**

**** TAXES ARE PAID. FOR YOUR RECORDS ONLY ****

Receipt Number: N11302022P002685
Payment Date: 11/30/2022
Payment Amount: $309.04
Paid By:

01 2022 1164330A0000050000 00000000000 00000000000 0

Dena R. Pittman, CFA
Hendry County Property Appraiser

Parcel Summary

Parcel ID	1 30 43 21 A00 0006.0000
Prop ID	17229
Location Address	E SR 80 FL
Neighborhood/Area	TOWNSHIP 43 (101543.00)
Subdivision	
Brief Legal Description*	BEG NE COR SEC 21 AS POB- S 01 DEG 05M 01S E 2686.18 FT-S 89 DEG 15M 32 S W 2571.44 FT-S 26 DEG 40M 59S W 2693.02 FT-S 89 DEG 08M 15S W 225.59 FT-N 26 DEG 40M 59S E 5972.90 FT-N 88 DEG 38M 37S E 1394.78 FT TO POB EXC W'LY 200.00 FT 114.93 AC (Note: *The Description above is not to be used on legal documents.)
Property Use Code	PASTURE (6100)
Sec/Twp/Rng	21-43-30
Tax District	PLCDD (District 4)
Millage Rate	20.7281
Acreage	114.930
Homestead	N

View Map

Internal Info

Market Area 10

Owner Information

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Valuation

	2022 Certified Values	2021 Certified Values	2020 Certified Values
Just Market Value	$735,552	$735,552	$735,552
Land Value	$0	$0	$0
Agricultural (Market) Value	$735,552	$735,552	$735,552
Agricultural Classified Value	$23,645	$23,645	$23,645
Improvement Value	$0	$0	$0
Non School Assessed Value	$23,645	$23,645	$23,645
School Assessed Value	$23,645	$23,645	$23,645
Exempt Value	$0	$0	$0
Non School Taxable Value	$23,645	$23,645	$23,645
School Taxable Value	$23,645	$23,645	$23,645
Save Our Homes Deferred	$0	$0	$0
Non Save Our Homes Deferred	$0	$0	$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Trim Notices

2022 TRIM Notice (PDF)

2022 Property Record Cards

2022 Property Record Card (PDF)

Tax Collector

Link to Tax Collector

Land Information

Land Use	Land Use Desc	Acres	Square Feet	Eff. Frontage	Depth	Zoning
6101	Pl-/Improved Pasture	104.65	4558554	0	0	
6300	Native Pasture	10.28	447796.8	0	0	

Sales

Sales Date	Sale Price	Instrument	Book/Page	Qualification	Vacant/Improved	Grantor	Grantee
12/24/2003	$325,100	WD	0667/1508	Qualified (Q)	Vacant	FERGUSON FARMS INC	FERGUSON-HOUSE FARMS INC
9/17/1998	$1,042,000	WD	0574/1318	Qualified (Q)	Vacant	ATLANTIC GULF COMMUNITIES COR	**None**

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Patrick B. Langford
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Hendry COUNTY 2022 REAL ESTATE

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

ACCOUNT NUMBER	CONTROL NUMBER	ESCROW	DELINQUENT TAX YEAR(S) NOT INCLUDED IN THIS BILL
1214330-A0000060000	17229		

ACCOUNT NUMBER: 1214330-A0000060000

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Parcel 911 Addresss:
E SR 80

Property Description:
BEG NE COR SEC 21 AS POB- S 01 DEG 05M 01S E 2686.18 FT-S 89 DEG 15M 32 S W 2571.44 FT-S 26 DEG 40M 59S W 2693.02 FT-S 89 DEG 08M 15S W 225.59 FT-N 26 DEG 40M 59S E 5972.90 FT-N

4/21/23, 11:36 AM

RETAIN THIS PORTION FOR YOUR RECORDS

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
BD OF COUNTY COMM - COUNTY	7.1000	23,645	0	23,645	167.88
H C HOSPITAL AUTH - ISD	3.3300	23,645	0	23,645	78.74
H C HOSP DEBT SVC - ISD	0.3300	23,645	0	23,645	7.80
SCHOOL STATE LAW S - SCHOOL	3.1650	23,645	0	23,645	74.84
SCHOOL LOCAL BD CAPITAL OUTLAY	1.5000	23,645	0	23,645	35.47
SCHOOL LOCAL BD DISCRETIONARY OPERATING	0.7480	23,645	0	23,645	17.69
SO FLORIDA WATER - WMD	0.0948	23,645	0	23,645	2.24
SO FLORIDA WATER EVERGLADES CONSTRUCTION	0.0327	23,645	0	23,645	0.77
SO FLORIDA WATER OKEECHOBEE BASIN	0.1026	23,645	0	23,645	2.43
PORT LABELLE CDD - ISD	4.3250	23,645	0	23,645	102.26
TOTAL MILLAGE	**20.7281**		**TOTAL AD VALOREM TAXES**		**$490.12**

EXEMPTIONS

SCAN TO PAY ONLINE

Save Time! Pay online
www.hendrycountytc.

NON AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	UNITS	AMOUNT
WEST HC FIRE	0.00	0	0.00
BARRON 1601 PL AG AREA	21.92	115	2,519.27
WEST HC FIRE	0.00	0	0.00

TOTAL NON-AD VALOREM ASSESSMENTS **$2,519.27**

COMBINED TAXES AND ASSESSMENTS **$3,009.39**

PLEASE PAY IN U.S. FUNDS FROM A U.S. BANK (NO POSTDATED CHECKS) TO: Hendry COUNTY TAX COLLECTOR

IF PAID BY PLEASE PAY	Nov 30, 2022	Dec 31, 2022	Jan 31, 2023	Feb 28, 2023	Mar 31, 2023	April 1, 2023 Delinquent Penalties and Fees Apply
	$2,889.01	**$2,919.11**	**$2,949.20**	**$2,979.30**	**$3,009.39**	

4/21/23, 11:36 AM PLEASE RETURN THIS STUB WITH PAYMENT

ACCOUNT NUMBER
1214330-A0000060000

PROPERTY ADDRESS
E SR 80

CONTROL NUMBER
17229

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Hendry COUNTY 2022 REAL ESTATE

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

Patrick B. Langford
TAX COLLECTOR
Proudly Serving Hendry County

P.O. BOX 1780
LaBelle, FL 33975
(863) 675-5280

Contact Phone Number:
( )

PAY ONLY ONE AMOUNT	
☐	Nov 30, 2022 **$2,889.01**
☐	Dec 31, 2022 **$2,919.11**
☐	Jan 31, 2023 **$2,949.20**
☐	Feb 28, 2023 **$2,979.30**
☐	Mar 31, 2023 **$3,009.39**

****** TAXES ARE PAID. FOR YOUR RECORDS ONLY ******

Receipt Number: N11302022P002689
Payment Date: 11/30/2022
Payment Amount: $2,889.01
Paid By:

01 2022 1214330A0000060000 00000000000 00000000000 0

Dena R. Pittman, CFA
Hendry County Property Appraiser

Parcel Summary

Parcel ID	1 30 43 22 A00 0006.0000
Prop ID	17236
Location Address	E SR 80 FL
Neighborhood/Area	TOWNSHIP 43 (101543.00)
Subdivision	
Brief Legal Description*	BEG NW COR SEC 22 AS POB-N 88 DEG 37M 59S E 4356.17 FT-S 24 DEG 47M 56S W 2596.43 FT-S 16 DEG 07M 51S W 330.21 FT-S 89 DEG 15M 32S W 3125.04 FT-N 01 DEG 05M 01S W 2612.21 FT TO POB 224.45 AC (Note: *The Description above is not to be used on legal documents.)
Property Use Code	PASTURE (6100)
Sec/Twp/Rng	22-43-30
Tax District	PLCDD (District 4)
Millage Rate	20.7281
Acreage	224.450
Homestead	N

View Map

Internal Info

Market Area 10

Owner Information

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Valuation

	2022 Certified Values	2021 Certified Values	2020 Certified Values
Just Market Value	$1,436,480	$1,436,480	$1,436,480
Land Value	$0	$0	$0
Agricultural (Market) Value	$1,436,480	$1,436,480	$1,436,480
Agricultural Classified Value	$36,711	$36,711	$36,711
Improvement Value	$0	$0	$0
Non School Assessed Value	$36,711	$36,711	$36,711
School Assessed Value	$36,711	$36,711	$36,711
Exempt Value	$0	$0	$0
Non School Taxable Value	$36,711	$36,711	$36,711
School Taxable Value	$36,711	$36,711	$36,711
Save Our Homes Deferred	$0	$0	$0
Non Save Our Homes Deferred	$0	$0	$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Trim Notices

2022 TRIM Notice (PDF)

2022 Property Record Cards

2022 Property Record Card (PDF)

Tax Collector

Link to Tax Collector

Land Information

Land Use	Land Use Desc	Acres	Square Feet	Eff. Frontage	Depth	Zoning
6101	PI-/Improved Pasture	146.86	6397221.6	0	0	
6300	Native Pasture	33.45	1457082	0	0	
6302	Native Pasture	44.14	1922738.4	0	0	

Sales

Sales Date	Sale Price	Instrument	Book/Page	Qualification	Vacant/Improved	Grantor	Grantee
12/24/2003	$325,100	WD	0667/1508	Qualified (Q)	Vacant	FERGUSON FARMS INC	FERGUSON-HOUSE FARMS INC
9/17/1998	$1,042,000	WD	0574/1318	Qualified (Q)	Vacant	ATLANTIC GULF COMMUNITIES COR	**None**

Official Public Records information is provided by the Hendry County Clerk's Office. Clicking on the Book/Page links above will direct you to their web site displaying the document details for this specific transaction.

No data available for the following modules: Building Information, Sub Area, Extra Features, Permits, Photos, Sketches.

This information was derived from data which was compiled by the Hendry County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation.
User Privacy Policy
GDPR Privacy Notice

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Version 3.1.3

Patrick B. Langford
TAX COLLECTOR
Proudly Serving Hendry County

Hendry COUNTY 2022 REAL ESTATE

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

ACCOUNT NUMBER	CONTROL NUMBER	ESCROW	DELINQUENT TAX YEAR(S) NOT INCLUDED IN THIS BILL
1224330-A0000060000	17236		

ACCOUNT NUMBER: 1224330-A0000060000

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Parcel 911 Addresss:
E SR 80

Property Description:
BEG NW COR SEC 22 AS POB-N 88 DEG 37M 59S E 4356.17 FT-S 24 DEG 47M 56S W 2596.43 FT-S 16 DEG 07M 51S W 330.21 FT-S 89 DEG 15M 32S W 3125.04 FT-N 01 DEG 05M 01S W 2612.21 FT

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
BD OF COUNTY COMM - COUNTY	7.1000	36,711	0	36,711	260.65
H C HOSPITAL AUTH - ISD	3.3300	36,711	0	36,711	122.25
H C HOSP DEBT SVC - ISD	0.3300	36,711	0	36,711	12.11
SCHOOL STATE LAW S - SCHOOL	3.1650	36,711	0	36,711	116.19
SCHOOL LOCAL BD CAPITAL OUTLAY	1.5000	36,711	0	36,711	55.07
SCHOOL LOCAL BD DISCRETIONARY OPERATING	0.7480	36,711	0	36,711	27.46
SO FLORIDA WATER - WMD	0.0948	36,711	0	36,711	3.48
SO FLORIDA WATER EVERGLADES CONSTRUCTION	0.0327	36,711	0	36,711	1.20
SO FLORIDA WATER OKEECHOBEE BASIN	0.1026	36,711	0	36,711	3.77
PORT LABELLE CDD - ISD	4.3250	36,711	0	36,711	158.78
TOTAL MILLAGE	**20.7281**		**TOTAL AD VALOREM TAXES**		**$760.96**

EXEMPTIONS

SCAN TO PAY ONLINE

Save Time! Pay online
www.hendrycountytc.

NON AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	UNITS	AMOUNT
WEST HC FIRE	0.00	0	0.00
BARRON 1601 PL AG AREA	21.92	224	4,919.94
WEST HC FIRE	0.00	0	0.00

TOTAL NON-AD VALOREM ASSESSMENTS	$4,919.94
COMBINED TAXES AND ASSESSMENTS	$5,680.90

PLEASE PAY IN U.S. FUNDS FROM A U.S. BANK (NO POSTDATED CHECKS) TO: Hendry COUNTY TAX COLLECTOR

IF PAID BY	Nov 30, 2022	Dec 31, 2022	Jan 31, 2023	Feb 28, 2023	Mar 31, 2023	April 1, 2023
PLEASE PAY	$5,453.66	$5,510.47	$5,567.28	$5,624.09	$5,680.90	Delinquent Penalties and Fees Apply

Hendry COUNTY 2022 REAL ESTATE

Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

ACCOUNT NUMBER
1224330-A0000060000
PROPERTY ADDRESS
E SR 80
CONTROL NUMBER
17236

Patrick B. Langford
TAX COLLECTOR
Proudly Serving Hendry County

P.O. BOX 1780
LaBelle, FL 33975
(863) 675-5280

FERGUSON-HOUSE FARMS INC
PO BOX 14739
MIAMI, FL 33101

Contact Phone Number:
( )

PAY ONLY ONE AMOUNT	
☐	Nov 30, 2022 **$5,453.66**
☐	Dec 31, 2022 **$5,510.47**
☐	Jan 31, 2023 **$5,567.28**
☐	Feb 28, 2023 **$5,624.09**
☐	Mar 31, 2023 **$5,680.90**

**** TAXES ARE PAID. FOR YOUR RECORDS ONLY ****

Receipt Number: N11302022P002688
Payment Date: 11/30/2022
Payment Amount: $5,453.66
Paid By:

01 2022 1224330A0000060000 00000000000 00000000000 0

BK 667 PG 1508 DOC STAMPS $2275.70 INT # 200403007 1 of 3

THIS INSTRUMENT PREPARED BY:
Thomas K. Boardman
BOARDMAN & SPILLER, P.A.
1400 North 15th Street, Suite 201
Immokalee, Florida 34142

Parcel I.D. No.: 1-14-43-A00-0006.0000

Prepared Without Examination of Title.

WARRANTY DEED

THIS INDENTURE, made this 24th day of December, 2003, between **FERGUSON FARMS, INC.**, formerly known as Ferguson-House Farms, Inc., a Florida corporation, Grantor, whose mailing address is 3390 Ft. Denaud Road, LaBelle, Florida 33935, to **FERGUSON-HOUSE FARMS, INC.**, a Florida corporation, Grantee, whose mailing address is Post Office Box 104739, Miami, Florida 33101

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS AND NO/100 AND OTHER GOOD AND VALUABLE CONSIDERATIONS, to them in hand paid by the Grantee, the receipt whereof is hereby acknowledged, have granted, bargained, and sold to the Grantee, their heirs and assigns forever, the following described land, situate, and being in the County of Hendry, State of Florida, to-wit:

All that land described in Exhibit "A" attached hereto and made a part hereof

This conveyance is subject to easements, restrictions, reservations and any other limitations of record, as well as to taxes for the current year and future years.

TO HAVE AND TO HOLD in fee simple forever.

And the Grantor does hereby fully warrant the title to said land and, except as above, will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands the day and year first above written.

Signed and delivered in the presence of:

(Sign)_____
(Print) Dwayne A House

(Sign)_____
(Print) William G. Urban II

FERGUSON FARMS, INC.,
a Florida corporation, formerly known as

FERGUSON-HOUSE FARMS, INC.,
a Florida corporation

By: Walter R. Ferguson
WALTER R. FERGUSON, President

Attest:_____
DWAYNE A. HOUSE, Vice-President

STATE OF FLORIDA }
COUNTY OF DADE }

The foregoing instrument was acknowledged before me this 24 of December, 2003, by **WALTER R. FERGUSON** and **DWAYNE A. HOUSE**, as President and Vice-President, respectively, of **FERGUSON FARMS, INC.**, a Florida corporation, formerly known as **FERGUSON-HOUSE FARMS, INC.**, a Florida corporation, who is ☒personally known to me or who ☐produced Florida Driver's License Nos._____ as identification.

NOTARY PUBLIC
Print Name: ADA Oliva

ADA ELINA OLIVA
Notary Public - State of Florida
My Commission Expires May 21, 2005
Commission # DD024284

C:\C\ar\DEEDS\Ferguson Farms--Ferguson-House Farms, Inc

OR 667 PG 1510 FILED AND RECORDED 2/23/2004 4:04:20 PM 3 of 3
BARBARA BUTLER CLERK OF CIRCUIT COURT HENDRY COUNTY FL.

EXHIBIT "A"

A parcel of land lying withing Sections 2, 3, 10, 11, 14, 15, and 16, Township 43 South, Range 30 East, Hendry County, Florida, more particularly described as follows:

From the Northeast corner of said Section 10, run N 89°29'29" West, along the North line of said Section 10, a distance of 989.69 feet to the Point of Beginning; thence N 26°40'59"E, 1108.23 feet; thence S89°49'54"E, 216.20 feet; thence N00°12'06"E, 10.00 feet; thence S89°47'54"E, 2246.90 feet; thence S00°55'48"E, 599.12 feet; thence S11°17'55"W, 8617.61 feet; thence S88°37'59"W 2571.59 feet; thence S01°22'01"E, 120.00 feet; thence N88°37'59"E, 2401.21 feet; thence N88°32'46" E, 143.47 feet; thence S11°17'55"W, 803.08 feet; thence S24°47'56"W, 2001.83 feet; thence S88°37'59"W, 4356.17 feet; thence S88°38'41" W, 1168.19 feet; thence N26°40'59"E, 4310.65 feet; thence N 63°19'01" W, 200.00 feet; thence N26°41'01"E, 7804.44 feet, to the Point of Beginning.

And

A parcel of land lying withing Sections 21 and 22, Township 43 South, Range 30 East, Hendry County, Florida, more particularly described as follows:

Beginning at the Northwest corner of said Section 22; thence N88°38'09"E, along the North line of said Section 22, a distance of 4356.17 feet; thence S24°47'56"W, along the Westerly right-of-way line of the C-2 Canal (a 200'wide right-of-way), 2595.27 feet; thence S16°07'51"W, 331.30 feet; thence S89°15'32"W, 3125.22 feet thence S01°05'01" E, 75.00 feet; thence S89°15'32"W, 2571.46 feet, thence N 26°40'59"E, along the easterly right-of-way of the C-1 Canal (a 200' wide right-of-way), 3012.14 feet; thence N88°38'09"E, along the North line of said Section 21, a distance of 1168.16 feet, to the Point of Beginning.

And

All of Block 92 of Goodno's Addition to LaBelle, as per map or plat recorded in Plat Book 3, Page 3, Public Records of Lee County, Florida, and lying and being in Hendry County, Florida, less and except therefrom the following:
A parcel of land in Block 92 of Goodno's Addition to LaBelle as recorded in Plat Book 3, Page 3, Public Records of Lee County, Florida, said parcel being more particularly described as follows: Commencing at the Southeast corner of said Block 92 a distance of 15.00 feet; thence North 0°09'52" West along the East line of said Block 92 a distance of 15.00 feet; thence South 89° 36' 09" West along a line lying 15.00 feet north of (as measured at right angles) and parallel to the south line of said Block 92 and northerly right-of-way line of Garden Road, a distance of 2.22 feet; thence North 89° 40' 53" West a distance of 400.00 feet; thence South 89° 36' 09" West along a line lying 20.00 feet north of (as measured at right angles) and parallel to the said south line of Block 92; a distance of 17.77 feet to an intersection with the west line of said Block 92; thence South 0° 12' 36" East along said west line a distance of 20.00 feet; thence North 89° 36' 09" East along said south line of Block 92 and north right-of-way line of Garden Road, a distance of 420.00 feet to the said Point of Beginning of the description.



Detail by Entity Name

Florida Profit Corporation
FERGUSON-HOUSE FARMS, INC.

Filing Information

Document Number	P03000149297
FEI/EIN Number	20-0480411
Date Filed	12/11/2003
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	10/21/2004
Event Effective Date	NONE

Principal Address

3790 NW 11TH STREET
MIAMI, FL 33101

Changed: 04/26/2007

Mailing Address

P.O. BOX 014739
MIAMI, FL 33101

Registered Agent Name & Address

HOUSE, DWAYNE A
3790 NW 11 STREET
MIAMI, FL 33126

Address Changed: 01/24/2005

Officer/Director Detail

Name & Address

Title PRES

HOUSE, DWAYNE A
3790 NW 11 STREET
MIAMI, FL 33126

Annual Reports

Report Year	**Filed Date**

2021	01/18/2021
2022	03/02/2022
2023	01/25/2023

Document Images

01/25/2023 -- ANNUAL REPORT	View image in PDF format
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04/26/2007 -- ANNUAL REPORT	View image in PDF format
02/14/2006 -- ANNUAL REPORT	View image in PDF format
01/24/2005 -- ANNUAL REPORT	View image in PDF format
10/21/2004 -- REINSTATEMENT	View image in PDF format
12/11/2003 -- Domestic Profit	View image in PDF format

1

After Recording Return To:
Miller Law, P.A.
2323 South Florida Avenue
Lakeland, FL 33802
Marsha M. Wilkes

Prepared by or under the supervision of:
Michael H. Patterson
of PeirsonPatterson, LLP.
Attorneys at Law
2310 Interstate 20 West, Suite 100
Arlington, TX 76017-1668

Inst: 202126002802 Date: 03/03/2021 Time: 2:38PM
Page 1 of 28 B: 993 P: 1377, Kimberley Barrineau, Clerk of Court
Hendry, County, By: DH
Deputy ClerkDoc Stamp-Mort: 10500.00 Int Tax: 6000.00

[Space Above This Line for Recording Data]

MORTGAGE
Security Agreement, Assignment of Rents and Fixture Filing

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in certain Sections of this document. Certain rules regarding the usage of words used in this document are also provided in Section 13.

(A) **"Security Instrument"** means this document, which is dated **February 24, 2021**, together with all Riders to this document.

(B) **"Borrower"** is **FERGUSON-HOUSE FARMS, INC. , a Florida corporation (Henry County Property), Dwayne A. House, Trustee of Dwayne A. House Revocable Trust dated 11/20/2007, as Amended, and Restated, and LONE RANGER, LLC, a Florida limited liability company (Glades County Property)**. Borrower is the mortgagor under this Security Instrument.

(C) **"Lender"** is **AgAmerica Lending LLC** . Lender is a **limited liability company** organized and existing under the laws of **Florida**. Lender's address is **4030 South Pipkin Road Lakeland, FL 33811**. Lender is the mortgagee under this Security Instrument.

(D) **"Note"** means the promissory note signed by Borrower and dated **February 24, 2021**. The Note states that Borrower owes Lender **Three Million and 00/100** Dollars (U.S. **$3,000,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **January 1, 2051**.

(E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(F) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) **"Riders"** mean all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

Inst: 202126002802 Date: 03/03/2021 Time: 2:38PM
Page 2 of 28 B: 993 P: 1378, Kimberley Barrineau, Clerk of Court
Hendry, County, By: DH
Deputy ClerkDoc Stamp-Mort: 10500.00 Int Tax: 6000.00

☐ Irrigation Equipment Rider
☐ Water Rights Rider
☐ Financial Information and Covenants Rider
☐ Permitted Prior Encumbrance Rider
☐ Mortgage Insurance Rider
☒ Adjustable Rate Rider
☒ Other(s): **Cross Default Rider, Cross Collateral Rider**

(H) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(J) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 4) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(K) **"Periodic Payment"** means the regularly scheduled amount due for principal and interest under the Note.

(L) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the **Counties** [Type of Recording Jurisdiction] of **Hendry and Glades** [Name of Recording Jurisdiction]:

See Exhibit A attached hereto and made a part of.

which currently has the address of

1,494.11 +/- Acres in Hendry County and 2,831.51 Acres in Glades County, Florida
("Property Address"):

subject only to those matters set forth in the Permitted Prior Encumbrance Rider, if said rider is attached (hereafter "Permitted Prior Encumbrances"):

TOGETHER WITH all buildings, improvements, equipment, fixtures and permanent plantings located therein or thereon or appurtenant thereto, and all additions, replacements, and improvements hereafter made thereto or placed therein or thereon; all rights-of-way, easements, rents, issues, profits, income, proceeds and general intangibles there from, tenements, hereditaments, remainders, reversions, privileges and appurtenances thereunto belonging, however evidenced which are used

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Inst: 202126002802 Date: 03/03/2021 Time: 2:38PM
Page 3 of 28 B: 993 P: 1379, Kimberley Barrineau, Clerk of Court
Hendry, County, By: DH
Deputy ClerkDoc Stamp-Mort: 10500.00 Int Tax: 6000.00

or enjoyed in connection with the real property now or hereafter owned or belonging to the same or which hereafter may be acquired and so used or enjoyed;

TOGETHER WITH all water and water rights now owned or hereafter acquired by Borrower and howsoever evidenced, including but not limited to any water rights specifically described in the Water Rights Rider if said rider is attached hereto, whether such water and water rights are riparian, appropriative or otherwise and whether or not appurtenant to the real property, along with all ditch and ditch rights and any shares of stock, licenses, permits and contracts evidencing such water or ditch rights, and all wells, reservoirs, dams, embankments or fixtures relating thereto;

TOGETHER WITH all personal property, including all windmills, pumps, irrigation equipment, motors, engines, and devices of every kind now or hereafter used for or in connection with the irrigation of the real property, or for stock watering or domestic purposes thereon, and all grain bins and storage bins, which are owned by Borrower and which are located on the real property in **Glades** County and **Hendry** , **Florida,** described above together with all additional accessions, replacements, improvements, repairs and substitutions to said property and the proceeds thereof and all other fixtures now or hereafter located upon the real property, all of which are declared to be appurtenant to said real property, or incident to the ownership thereof, or used in connection therewith;

TOGETHER WITH all judgments, awards of damages, settlements and payments or security (i) hereafter made as a result of or in lieu of any taking of all or any part of the real property under the power of eminent domain or for any damage to the real property and/or the improvements located thereon, or any part thereof, and (ii) hereafter made for any damage to the real property and/or the improvements located thereon, or any part thereof resulting from exercise of or attempted exercise of mining rights or claims, however reserved or asserted, and resulting from the disturbance of any of the surface of the real property. Borrower does hereby covenant and agree that Borrower will not give such consent as may be required of the owner for mining or other surface disturbance by the terms of any patent, deed, statute, law or otherwise, without the prior written consent of Lender;

TOGETHER WITH all proceeds of and any unearned premiums on any insurance policies covering the real property and/or the improvements located thereon, including, without limitation, the right to receive and apply the proceeds of any insurance judgments, or settlements made in lieu thereof, for damage to the real property and/or the improvements located thereon or the indebtedness secured thereby;

TOGETHER WITH all contract rights, chattel paper, documents, accounts and general intangibles, rights to performance, entitlement to payment in cash or in kind, or any other benefits under any current or future governmental program which pertain to the real property, whether now or hereafter existing or acquired;

TOGETHER WITH all cash and noncash proceeds of the conversion, voluntary or involuntary, of any of the foregoing;

TOGETHER WITH any and all of Borrower's right, title, and/or interest in any and all system memberships and/or ownership certificates in any non-municipal water sewer systems now or in the future serving said property.

All replacements and additions shall also be covered by this Security Instrument.

All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record and specifically

Inst: 202126002802 Date: 03/03/2021 Time: 2:38PM
Page 4 of 28 B: 993 P: 1380, Kimberley Barrineau, Clerk of Court
Hendry, County, By: DH
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those permitted prior encumbrances, if any, set forth in the Permitted Prior Encumbrances Rider if said rider is attached to this Security Instrument. Borrower warrants and will defend generally the title to the Property against all claims and demands. subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. fixtures. and certain personal property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Prepayment Charges, Yield Maintenance Premiums and Late Charges. Borrower shall pay when due the principal of. and interest on. the debt evidenced by the Note and any yield maintenance premiums, any prepayment charges and late charges due under the Note. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 12. Lender may return any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payment in the future, but Lender is not obligated to apply such payments at the time such payments are accepted Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Unless required by Applicable Law, payments will be applied first to accrued unpaid interest, then to accrued unpaid principal, then to any unpaid collection costs and late charges and any remaining amount to principal. Such payments shall be applied to each Periodic Payment in the order in which it became due.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in,

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legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 3.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

4. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, such failure shall constitute a default under the terms of this Security Instrument and the Loan. Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 4 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due,

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with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 25 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

5. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 4 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Borrower will operate the Property in a good and workmanlike manner and in accordance with all Applicable Law and will pay all fees and charges of any kind in connection therewith. Borrower will use good farming and animal husbandry practices.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

6. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan.

7. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding, (d) perform any farming operations related to the planting, growing, maintenance, and harvesting of crops located on the Property, and (e) perform any ranching operations related to any animals located on the Property. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 7, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 7. Lender may perform these or any other actions it deems necessary in Lender's sole discretion to preserve the value of the Property, and/or

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assign to others the right to do same on behalf of Lender. Lender may make advances under this security instrument or other instrument providing security for the Note, to protect the Lender's interest in this security instrument or other instrument providing security for the Note from loss of value or damage. Any money so advanced (including reasonable costs of recovery and attorneys' fees) plus interest at the default rate indicated in the Note shall become an obligation due and owing under the terms of the Note immediately upon the date advanced by Lender and is an obligation of the Borrower secured by the security instrument or other instrument providing security for the Note.

Any amounts disbursed by Lender under this Section 7 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

8. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights

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under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

10. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 15, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 17) and benefit the successors and assigns of Lender.

11. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

12. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender.

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Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

13. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

14. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

15. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 15, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 12 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

16. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 15.

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17. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 12) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 25 and the notice of acceleration given to Borrower pursuant to Section 15 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 17.

18. Hazardous Substances. As used in this Section 18: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

19. Additional Property Subject To The Security Instrument. This Security Instrument also constitutes a security agreement within the meaning of the Uniform Commercial Code as adopted in the State of **Florida** (the "UCC"). In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling, attached floor coverings, irrigation pipes and pumps, livestock fencing and pens, windmills and related equipment and pumps, grain bins and storage bins and specifically:

All water and water rights now owned or hereafter acquired by Debtor and howsoever evidenced, whether such water and water rights are riparian, appropriative or otherwise and whether or not appurtenant to the real estate described herein, all ditch/pond and ditch/pond rights and any shares of stock, licenses, permits and contracts

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evidencing such water or ditch rights, and all wells, reservoirs, dams, embankments or fixtures relating thereto, along with all replacements, substitutions, accessions thereto and proceeds derived therefrom.

, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this Security Instrument as the "Property."

20. Fixture Filing. This Security Instrument constitutes a "fixture filing" for the purposes of the UCC against all of the Property which is or is to become fixtures per the UCC.

21. Use of Property; Compliance With Law. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

22. Assignment of Leases. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph , the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

23. Assignment of Rents; Appointment of Receiver; Lender In Possession. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Sections 12 and 25 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notices of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 7 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

24. Cross-Default Provision. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

25. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 15 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 25, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

26. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge

Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

27. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

28. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

29. Documentary Tax. The state documentary tax due on the Note has been paid on this mortgage securing this indebtedness.

30. OWNER'S CONSENT TO PLEDGE THEIR PROPERTY FOR ANOTHER'S OBLIGATION- Notwithstanding anything to the contrary in this Mortgage, the owner of the Property described herein as Borrower is the Grantor of the Property. The term Borrower used herein in the context of the owner(s) of the Property refers to **FERGUSON-HOUSE FARMS, INC. , Dwayne A. House Revocable Trust dated 11/20/2007, as Amended, and Restated, and LONE RANGER, LLC.** The term Borrower used herein in the context of the person(s) obligated under the Note is **Dwayne Allen House and GOODNO RANCH, INC..** Grantor is not a borrower named in the Note described herein. The borrower in said Note is **Dwayne Allen House and GOODNO RANCH, INC..** For value received and for the purpose of enabling the borrower on the Note to obtain credit or other financial accommodations from the lender referenced in said Note and this Mortgage ("Lender"), the undersigned Grantor and owner of the Property hereby agrees that the Property is hereby pledged as collateral to Lender to secure said Note described herein, including any subsequent modification. renewal and/or extension thereof.

"x" if applicable:

___Refinance Transaction
(and the amount of the refinance mortgage is less than or equal to the sum of the unpaid principal balance of the original mortgage obligation and accrued (but unpaid) interest)

Pursuant to Section 199.145(4)(a), Florida Statutes, no additional nonrecurring intangible tax is due. This Mortgage is given in connection with the refinancing of an obligation secured by an existing mortgage, recorded in Official Records Book _____, Page _____, Public Records of _____ County, Florida, from the Mortgagor hereunder to the Mortgagee hereunder, or to the assignor of the Mortgagee hereunder. As of the date of the refinancing, the unpaid principal balance of the original obligation, plus accrued but unpaid interest, secured by

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the existing mortgage, is equal to $_____. The principal balance of the new obligation secured by this Mortgage is **$3,000,000.00**, which amount, as of the refinancing, is less than or equal to the unpaid principal balance of the original obligation, plus accrued but unpaid interest.

___Refinance Transaction
(and the amount of the refinance mortgage is greater than the sum of the unpaid principal balance of the original mortgage obligation and accrued (but unpaid) interest)

Pursuant to Section 199.145(4)(b), Florida Statutes, additional nonrecurring intangible tax is due. This Mortgage is given in connection with the refinancing of an obligation secured by an existing mortgage, recorded in Official Records Book _____, Page _____, Public Records of _____ County, Florida, from the Mortgagor hereunder to the Mortgagee hereunder, or to the assignor of the Mortgagee hereunder. As of the date of the refinancing, the unpaid principal balance of the original obligation, plus accrued but unpaid interest, secured by the existing mortgage, is equal to $_____. The principal balance of the new obligation secured by this Mortgage is **$3,000,000.00**, which amount represents, as of the refinancing, the excess of the unpaid principal balance of the original obligation, plus accrued but unpaid interest. Notwithstanding anything to the contrary contained in the foregoing, if the obligor under the new obligation is not liable to the obligee under the new obligation secured by this Mortgage, then the additional nonrecurring intangible tax shall be computed on the entire principal balance of the new obligation.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

FERGUSON-HOUSE FARMS, INC. , a Florida corporation

_____ 2/24/21
Signature Date

Dwayne A. House, President

LONE RANGER, LLC, a Florida limited liability company

_____ 2/24/21
Signature Date

Dwayne W. House, Manager

Dwayne A. House Revocable Trust

_____ 2/24/21
Signature Date

Dwayne A. House, Trustee of the Dwayne A. House Revocable Trust under trust instrument dated November 20, 2007, as Amended and Restated

[Sign Originals Only]

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STATE OF FLORIDA
COUNTY OF Hendry

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 24 day of FEBRUARY, 2021, by **Dwayne A. House, President of FERGUSON-HOUSE FARMS, INC., on behalf of said corporation.**

Notary, State of Florida

Printed Name: Rebekah Berth
My Commission Expires: 7/8/2024

Notary Public State of Florida
Rebekah Berth
My Commission HH 018467
Expires 07/08/2024

[X] Personally known, or

[ ] Produced Identification

Type of Identification Produced: _____

STATE OF FLORIDA
COUNTY OF Hendry

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 24 day of FEBRUARY, 2021, by **Dwayne A. House, Trustee of the Dwayne A. House Revocable Trust under trust instrument dated November 20, 2007 as Amended and Restated.**

Notary, State of Florida

Printed Name: Rebekah Berth
My Commission Expires: 7/8/2024

[X] Personally known, or

[ ] Produced Identification

Type of Identification Produced: _____

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STATE OF FLORIDA
COUNTY OF Hendry

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 24 day of FEBRUARY, 2021, by **Dwayne W. House, Manager of LONE RANGER, LLC, on behalf of said limited liability company.**

Notary, State of Florida

Printed Name: Rebekah Berth

My Commission Expires: 7/8/2024

Notary Public State of Florida
Rebekah Berth
My Commission HH 019467
Expires 07/08/2024

[X] Personally known, or

[ ] Produced Identification

Type of Identification Produced: _____

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Exhibit "A"

Hendry County Property:

A parcel of land lying within Sections 2, 3, 10, 11, 14, 15 and 16, Township 43 South, Range 30 East, Hendry County, Florida, more particularly described as follows:

From the Northeast corner of said Section 10, run N 89°29'29" West, along the North line of said Section 10, a distance of 989.69 feet to the Point of Beginning; thence N 26°40'59" E, 1108.23 feet; thence S 89°49'54" E, 216.20 feet; thence N 00°12'06" E, 10.00 feet; thence S 89°47'54" E, 2246.90 feet; thence S 00°55'48" E, 599.12 feet; thence S 11°17'55" W, 8617.61 feet; thence S 88°37'59" W, 2571.59 feet; thence S 01°22'01" E, 120.00 feet; thence N 88°37'59" E, 2401.21 feet; thence N 88°32'46" E, 143.47 feet; thence S 11°17'55" W, 803.08 feet; thence S 24°47'56" W, 2001.83 feet; thence S 88°37'59" W, 4356.17 feet; thence S 88°38'41" W, 1168.19 feet; thence N 26°40'59" E, 4310.65 feet; thence N 63°19'01" W, 200.00 feet; thence N 26°41'01" E, 7804.44 feet, to the Point of Beginning.

AND

A parcel of land lying within Sections 21 and 22, Township 43 South, Range 30 East, Hendry County, Florida, more particularly described as follows:

Beginning at the Northwest corner of said Section 22; thence N 88°38'09" E, along the North line of said Section 22, a distance of 4356.17 feet; thence S 24°47'56" W, along the Westerly right-of-way line of the C-2 Canal (a 200' wide right-of-way), 2595.27 feet; thence S 16°07'51" W, 331.30 feet; thence S 89°15'32" W, 3125.22 feet; thence S 01°05'01" E, 75.00 feet; thence S 89°15'32" W, 2571.46 feet; thence N 26°40'59" E, along the Easterly right-of-way of the C-1 Canal (a 200' wide right-of-way), 3012.14 feet; thence N 88°38'09" E, along the North line of said Section 21, a distance of 1168.16 feet, to the Point of Beginning.

Glades County Property:

Parcel 1:

DESCRIPTION: TRACT "A"

A TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 42 SOUTH, RANGE 29 EAST, AND SECTIONS 29 AND 30, TOWNSHIP 42 SOUTH, RANGE 30 EAST, GLADES COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 29, RUN S00°51'07"E ALONG THE WEST LINE OF SAID SECTION 29 FOR 469.39 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 AND THE POINT OF BEGINNING OF PARCEL "A": THENCE RUN N74°05'26"E ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 20.70 FEET; THENCE RUN S 00°55'18"E ALONG THE SOUTH RIGHT OF WAY LINE OF CANAL 43 FOR A DISTANCE OF 59.88 FEET; THENCE RUN N 89°08'14"E CONTINUING ALONG SAID RIGHT OF WAY LINE

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FOR A DISTANCE OF 38.75 FEET; THENCE RUN S 30°05'44"W ALONG THE CENTERLINE OF AN EXISTING DITCH FOR A DISTANCE OF 2075.84 FEET; THENCE RUN N 78°06'17"W FOR A DISTANCE OF 14.25 FEET; THENCE RUN S73°46'19"W FOR A DISTANCE OF 2228.16 FEET; THENCE RUN S 23°49'10" E FOR A DISTANCE OF 770.37 FEET; THENCE RUN N 69°03'56" W FOR A DISTANCE OF 1280.67 FEET; THENCE RUN S 88°44'38"W FOR A DISTANCE OF 2301.95 FEET; THENCE RUN S 89°50'52" W FOR A DISTANCE OF 151.39 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43; THENCE RUN N 55°49'14" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 183.74 FEET; THENCE RUN N 00°07'04" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 73.92 FEET: THENCE RUN N 55°05'34" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 3791.38 FEET; THENCE RUN S 34°43'01" E ALONG THE SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 200.09 FEET; THENCE RUN N 55°02'36"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 350.28 FEET: THENCE N 34°56'58"W ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 199.93 FEET; THENCE RUN N 55°05'53" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 1749.96 FEET: THENCE RUN N 74°05'26" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 470.96 FEET TO THE WEST LINE OF SAID SECTION 29 AND THE POINT OF BEGINNING.

and

DESCRIPTION OF TRACT "B"

A PARCEL OF LAND LYING WITHIN SECTION 28, 29, 32 AND 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST, ALL WITHIN GLADES COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 33, RUN S89°52'37"E. ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 3321.79 FEET TO THE POINT OF BEGINNING; THENCE S07°47'40"E, A DISTANCE OF 2568.77 FEET; THENCE N89°45'35"W, A DISTANCE OF 3675.29 FEET TO THE WEST LINE OF SAID SECTION 33; THENCE N00°07'35" E, A DISTANCE OF 452.88 FEET; THENCE S89°47'28"E, A DISTANCE OF 400.38 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 4200.00 FEET AND A CENTRAL ANGLE OF 14°42'00"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1077.56 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 700.00 FEET, AND A CENTRAL ANGLE OF 108°43'24", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1328.31 FEET; THENCE N 61°34'35" W ALONG A NON-TANGENT LINE A DISTANCE OF 678.66 FEET; THENCE N36°59'26"W, A DISTANCE OF 1198.44 FEET; THENCE N69°44'35"W, A DISTANCE OF 1809.44 FEET; THENCE N78°06'17"W, A DISTANCE OF 2176.99 FEET; THENCE N00°05'44"E A DISTANCE OF 1016.04 FEET TO THE SOUTHWEST CORNER OF A SPOIL PARCEL; THENCE N89°09'00"E, A DISTANCE OF 2653.36 FEET; THENCE N00°05'44"E, A DISTANCE OF 1344.48 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43; THENCE S73°30'08"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43, A DISTANCE OF 4871.83 FEET; THENCE S86°27'59"E, A DISTANCE OF 799.99 FEET; THENCE S07°40'00"E, A

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DISTANCE OF 289.29 FEET, THENCE N81°25'26"E, A DISTANCE OF 75.37 FEET; THENCE S07°47'40"E, A DISTANCE OF 2943.94 FEET, TO THE POINT OF BEGINNING.

and

DESCRIPTION OF TRACT "C"

A PARCEL OF LAND LYING WITHIN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST, ALL WITHIN GLADES COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST, RUN S89°52'37"E, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 3321.79 FEET TO THE WEST RIGHT-OF-WAY LINE OF A 200 FOOT WIDE DRAINAGE RIGHT-OF-WAY; THENCE S07°47'40"E, 2568.77 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE S 07°47'40"E ALONG SAID WEST LINE OF 200 FOOT CANAL RIGHT-OF-WAY FOR A DISTANCE OF 461.51 FEET; THENCE N89°50'45"W, 1062.87 FEET; THENCE S00°10'51"W, 332.13 FEET; THENCE S89°48'21"E, 1109.30 FEET; THENCE S07°47'40"E, 1960.73 FEET; THENCE S01°19'02"W, 12.32 FEET; THENCE N89°46'22"W, 330.37 FEET; THENCE N00°04'30"E, 9.85 FEET; THENCE N89°46'00"W, 700.72 FEET; THENCE S00°46'41"E, 9.69 FEET; THENCE N89°45'35"W, 3023.80 FEET; THENCE North 00°07'35"E, 2743.63 FEET; THENCE S89°45'35"E A DISTANCE OF OF 3675.29 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

FROM THE NORTHWEST CORNER OF SAID SECTION 33, RUN S00°06'51"W, ALONG THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 3991.10 FEET; THENCE S89°43'04"E, 1340.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°43'04"E, ALONG THE NORTH LINE OF LOT 20, BLOCK 14, "MAP OF SUBDIVISION OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST," AS RECORDED IN PLAT BOOK 2, PAGE 126, OF THE PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA, 1340.56 FEET; THENCE S00°07'24"W, ALONG THE EAST LINE OF LOT 20 AND LOT 19, BLOCK 14, OF SAID "MAP OF SUBDIVISION OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST," 664.81 FEET; THENCE N89°37'52"W, ALONG THE SOUTH LINE OF SAID LOT 19, A DISTANCE OF 1340.51 FEET; THENCE N00°07'07"E, ALONG THE WEST LINE OF SAID LOTS 19 AND 20, A DISTANCE OF 663.39 FEET TO THE POINT OF BEGINNING.

and

Parcel 2:

DESCRIPTION: TRACT 1700 E-1 REVISED

A TRACT OR PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 42 SOUTH, RANGE 30 EAST, GLADES COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF SAID SECTION 29, RUN S00°51'07"E

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ALONG THE WEST LINE OF SAID SECTION 29 FOR 469.39 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43; THENCE RUN N74°06'53"E ALONG SAID RIGHT OF WAY LINE FOR 186.36 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN N 74°06'53"E ALONG THE SOUTH RIGHT OF WAY LINE OF CANAL 43 FOR 607.63 FEET: THENCE RUN S 73°30'08"E CONTINUING ALONG SAID RIGHT OF WAY LINE FOR 2032.16 FEET; THENCE RUN S 00°05'44"W, PARALLEL WITH THE WEST LINE OF SAID PARCEL, FOR A DISTANCE OF 1344.48 FEET; THENCE RUN S89°09'00"W FOR 2653.36 FEET TO THE CENTERLINE OF SAID EXISTING CANAL; THENCE RUN N00°05'44"E ALONG THE CENTERLINE OF SAID CANAL A DISTANCE FOR 1689.80 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43; THENCE RUN N 89°08'14"E ALONG THE SOUTH RIGHT-OF-WAY FOR 121.11 FEET; THENCE N 00°51'00"W ALONG THE SOUTH RIGHT-OF-WAY OF CANAL 43 FOR 103.00 FEET TO THE POINT OF BEGINNING.

And

Parcel 3:

A PARCEL OF LAND LYING WITHIN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST, ALL WITHIN GLADES COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST, RUN S89°52'37"E, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 3321.79 FEET TO THE WEST RIGHT-OF-WAY LINE OF A 200 FOOT WIDE DRAINAGE RIGHT-OF-WAY; THENCE S07°47'15"E, 2568.77 FEET; THENCE N89°45'35" W A DISTANCE OF 3675.29 FEET TO THE WEST LINE OF SAID SECTION 33; THENCE N00°07'35"E ALONG SAID WEST SECTION LINE A DISTANCE OF 452.88 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE N00°07'35"E ALONG SAID SECTION LINE A DISTANCE OF 1935.45 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 94°35'50". THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1155.72 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 4200.00 FEET, A CENTRAL ANGLE OF 14°42'00". THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1077.56 FEET; THENCE N89°47'28"W ALONG A NON-TANGENT LINE A DISTANCE OF 400.38 FEET TO THE POINT OF BEGINNING.

And

Parcel 4:

All of Section 25, Township 42 South, Range 30 East, Glades County, Florida, lying East of Canal C-3, and South of Canal C-43 (Caloosahatchee River)

And

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Parcel 5:

All of Section 36. Township 42 South, Range 30 East, Glades County, Florida, lying East and North of Canal C-3.

And

Parcel 6:

All of Section 30, Township 42 South, Range 31 East, Glades County, Florida, lying South of Canal C-43 (Caloosahatchee River)

And

Parcel 7:

Government Lots 4 and 5, and all unsurveyed lands South of Canal C-43 (Caloosahatchee River), Section 27, Township 42 South, Range 30 East, Glades County, Florida, LESS and Except railroad right of way. Less and Except Government rights of way, Less and except right of way for Canal 43 in O.R. Book 52, Page 925, and Less North Ortona Locks Road.

And

Parcel 8:

All of Section 30, Township 42 South, Range 31 East, Glades County, Florida, lying South of Canal C-43 (Caloosahatchee River)

And

Parcel 9:

All of Section 33. Township 42 South, Range 30 East, Glades County, Florida, lying East of Canal C-1, Less State Road 80.

And

Parcel 10:

All of Section 31, Township 42 South, Range 31 East, Glades County. Florida. Less State Road 80.. Less that part in Order of Taking in O.R. Book 324, Page 657, and Less that part conveyed to Level 3 Communications. LLC in deed recorded in O.R. Book 186, Page 86

And

Parcel 11:

A tract of land lying in Section 29. Township 42 South, Range 31 East, Glades County, Florida, being more particularly described as follows:

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Beginning at the Southwest corner of said Section 29; Thence South 89° 55' 12" East (basis for bearings is the F.D.C. River Right-of-Way Map of Section 29), a distance of 1474.06 feet, to a point lying 130 feet Westerly of the West line of spoil easement MSA-50, as recorded in Official Records Book 63, Page 359, of the Public Records of Glades County, Florida; thence North 00° 10' 12" East, parallel to said West line, a distance of 1620.50 feet. to the South Right-of-Way line of the Caloosahatchee River Canal; Thence continue North 00° 10' 12" East, a distance of 175.03 feet more or less to the average high water line of said Canal; Thence along the meanders of said average high water line the following courses and distances; North 73°40' 00" West, a distance of 113.71 feet; North 61° 16' 15" West, a distance of 251.72 feet; North 53° 15' 11" West, a distance of 369.32 feet; North 52° 07' 04" West, a distance of 526.45 feet: North 62° 37' 28" West a distance of 246.38 feet; North 74° 38' 13" West a distance of 241.41 feet, to the West line of said Section 29, Thence South 00° 32' 49" East along said Section line, a distance of 104.28 feet more or less, to the South Right-of-Way line of said Caloosahatchee River Canal; Thence continue South 00° 32' 49" East, along said Section line, a distance of 1630.95 feet to a Government meander corner; thence South 00° 11' 24" West, along said Section line, a distance of 932.75 feet to the Point of Beginning.

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VARIABLE RATE RIDER

THIS VARIABLE RATE RIDER is made this **Twenty-fourth** day of **February, 2021**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's variable rate Note (the "Note") to **AgAmerica Lending LLC** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1,494.11 +/- Acres in Hendry County and 2,831.51 Acres in Glades County, FL
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE PERIODIC PAYMENT

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

The Note has the following terms which provide for changes in the interest rate and periodic payments, as follows:

2. INTEREST

Prior to default, interest will be charged on unpaid principal until the full amount of Principal has been paid. Borrower will pay interest at a yearly rate of **4.240%**. The interest rate Borrower will pay will change in accordance with this Section 2.

INITIAL ADJUSTMENT DATE. **January 1, 2031.**

ORIGINAL AMORTIZATION TERM. **30 years.**

ADJUSTMENT FREQUENCY PERIOD. **every ten years**

VARIABLE RATE PROVISION. The interest rate stated in this Note is subject to adjustment by the Lender or any subsequent holder of this Note on the Initial Adjustment Date and on subsequent dates established by the Adjustment Frequency Period thereafter. Any such change in the interest rate shall be made automatically but in no event shall the adjusted interest rate exceed the maximum interest rate then

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permitted by law. When the rate is adjusted the remaining current principal balance of the Note will be reamortized over the remaining amortization term to determine subsequent payment amounts. Lender reserves the right to not adjust the loan in the event of default. Notice of the adjusted rate and the new amortized payment will be sent to the Borrower after each interest rate adjustment.

The variable interest rate shall change to a rate that shall be determined 45 days prior to the Initial Adjustment Date and any subsequent Adjustment Dates and be based upon the *10-year VRM servicing released net yield for 8-week delivery* then being required by the Federal Agricultural Mortgage Corporation, adjusted for credit quality and initial term to maturity, plus **1.490%** field servicing fee. If the Index is no longer available, the Note Holder will choose a new index that is based on comparable information.

After default, interest will be charged on unpaid principal at the interest rate stated in Section 7 of this Note.

3. SCHEDULED PAYMENTS

(A) Time and Amount of Payments

1 principal payment of $25,229.52 on July 1, 2021, with interest calculated from the date of closing on the unpaid principal at 4.240% per annum; 58 consecutive semi-annual principal and interest payments of $88,829.52 each, beginning January 1, 2022, and the final payment of $88,829.02 on January 1, 2051, which is called the "Maturity Date."

(B) Place of Payments

Borrower will make payments at **4030 South Pipkin Road, Lakeland, FL 33811** or at a different place if required by Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Variable Rate Rider.

FERGUSON-HOUSE FARMS, INC., a Florida corporation

Signature 2/24/21 Date

Dwayne A. House, President

Dwayne A. House Revocable Trust

Signature 2/24/21 Date

Dwayne A. House, Trustee of the Dwayne A. House Revocable Trust under trust instrument dated November 20, 2007, as Amended and Restated

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LONE RANGER, LLC, a Florida limited liability company

2/24/21

Signature Date

Dwayne W. House, Manager

[Sign Originals Only]

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CROSS COLLATERALIZATION RIDER

Loan # 22104103

THIS CROSS COLLATERALIZATION RIDER is made this **February 24, 2021,** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **AgAmerica Lending LLC** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1,494.11 +/- Acres in Hendry County and 2,831.51 Acres in Glades County, FL
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that on the date hereof the following other loans have been sold to Federal Agricultural Mortgage Corporation:

Borrowers/Co-Signers' Names	Date	Loan Amount/Loan No.
Dwayne Allen House and GOODNO RANCH, INC.	02/24/2021	7,000,000.00/22104102
		/
		/
		/
		/

each of which is evidenced by a separate promissory note (the "Other Notes"), and each of which is secured by a separate mortgage, deed of trust, or security deed (the "Other Security Instruments"). It is agreed that in addition to Borrower's Note, this Security Instrument secures the obligations, debts, and liabilities evidenced by the Other Notes and Other Security Instruments referenced herein, plus interest thereon, which is payable by Grantor to Lender and/or Federal Agricultural Mortgage Corporation.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Cross Collateralization Rider.

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FERGUSON-HOUSE FARMS, INC. , a Florida corporation

2/24/21

Signature Date

Dwayne A. House, President

LONE RANGER, LLC, a Florida limited liability company

2/24/21

Signature Date

Dwayne W. House, Manager

Dwayne A. House Revocable Trust

2/24/21

Signature Date

Dwayne A. House, Trustee of the Dwayne A. House Revocable Trust under trust instrument dated November 20, 2007, as Amended and Restated

[Sign Originals Only]

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CROSS DEFAULT RIDER

Loan # 22104103

THIS CROSS DEFAULT RIDER is made this **February 24, 2021,** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **AgAmerica Lending LLC** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1,494.11 +/- Acres in Hendry County and 2,831.51 Acres in Glades County, FL
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that on the date hereof the following other loans have been sold to Federal Agricultural Mortgage Corporation:

Borrowers/Co-Signers' Names	Date	Loan Amount/Loan No.
Dwayne Allen House and GOODNO RANCH, INC.	**02/24/2021**	**$7,000,000.00/22104102**
		$0.00/
		$0.00/
		$0.00/
		$0.00/

each of which is evidenced by a separate promissory note (the "Other Notes"), and each of which is secured by a separate mortgage, deed of trust, or security deed (the "Other Security Instruments"). It is agreed that any default under this Security Instrument or this Note shall be deemed a default under the Other Notes and Other Security Instruments; and any default under any or all of the Other Notes or Other Security Instruments shall be deemed to be a default under this Note and this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Cross Default Rider.

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FERGUSON-HOUSE FARMS, INC. , a Florida corporation

2/24/21
Signature Date

Dwayne A. House, President

LONE RANGER, LLC, a Florida limited liability company

2/24/21
Signature Date

Dwayne W. House, Manager

Dwayne A. House Revocable Trust

2/24/21
Signature Date

Dwayne A. House, Trustee of the Dwayne A. House Revocable Trust under trust instrument dated November 20, 2007, as Amended and Restated

[Sign Originals Only]

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Deputy Clerk

Recording Requested By/Return To:
Miller Law, P.A.
Marsha M. Wilkes
2323 South Florida Avenue
Lakeland, FL 33802

[Space Above This Line For Recording]

ASSIGNMENT OF MORTGAGE

Loan # 22104103

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is **4030 South Pipkin Road, Lakeland, FL 33811**, does hereby grant, sell, assign, transfer and convey, unto **U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation programs** , (herein "Assignee"), whose address is **1133 Rankin Street, Suite 100, St. Paul, MN 55116**, all beneficial interest under a certain Mortgage dated **February 24, 2021**, made and executed by **FERGUSON-HOUSE FARMS, INC. , a Florida corporation (Henry County Property), Dwayne A. House, Trustee of Dwayne A. House Revocable Trust dated 11/20/2007, as Amended, and Restated, and LONE RANGER, LLC, a Florida limited liability company (Glades County Property)**, to and in favor of **AgAmerica Lending LLC** , upon the following described property situated in **Hendry County**, State of **Florida**:

See Exhibit A attached hereto and made a part of.

such Mortgage having been given to secure payment of **$3,000,000.00** (Original Amount of Principal), which Mortgage is of record in the Real Property Records of **Hendry** County, State of **Florida**, together with the note(s) and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on February 03, 2021.

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Deputy Clerk

AgAmerica Lending LLC

Courtney Eelman February 23, 2021
Signature Date

Courtney Eelman, Chief Credit Officer

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 23 day of February, 2021, by **Courtney Eelman, Chief Credit Officer of AgAmerica Lending LLC, on behalf of said limited liability company.**

Sonia E Quiles
Notary, State of Florida

Printed Name: Sonia E. Quiles
My Commission Expires: October 2, 2023

SONIA E. QUILES
Notary Public - State of Florida
Commission # GG 918618
My Comm. Expires Oct 2, 2023
Bonded through National Notary Assn.

[X] Personally known, or

[ ] Produced Identification

Type of Identification Produced: _____

Prepared by or under the supervision of:
Aaron N. Siddique
4001 Gateway Drive, Ste. 200
Colleyville, TX 76034

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Exhibit "A"

Hendry County Property:

A parcel of land lying within Sections 2, 3, 10, 11, 14, 15 and 16, Township 43 South, Range 30 East, Hendry County, Florida, more particularly described as follows:

From the Northeast corner of said Section 10, run N 89°29'29" West, along the North line of said Section 10, a distance of 989.69 feet to the Point of Beginning; thence N 26°40'59" E, 1108.23 feet; thence S 89°49'54" E, 216.20 feet; thence N 00°12'06" E, 10.00 feet; thence S 89°47'54" E, 2246.90 feet; thence S 00°55'48" E, 599.12 feet; thence S 11°17'55" W, 8617.61 feet; thence S 88°37'59" W, 2571.59 feet; thence S 01°22'01" E, 120.00 feet; thence N 88°37'59" E, 2401.21 feet; thence N 88°32'46" E, 143.47 feet; thence S 11°17'55" W, 803.08 feet; thence S 24°47'56" W, 2001.83 feet; thence S 88°37'59" W, 4356.17 feet; thence S 88°38'41" W, 1168.19 feet; thence N 26°40'59" E, 4310.65 feet; thence N 63°19'01" W, 200.00 feet; thence N 26°41'01" E, 7804.44 feet, to the Point of Beginning.

AND

A parcel of land lying within Sections 21 and 22, Township 43 South, Range 30 East, Hendry County, Florida, more particularly described as follows:

Beginning at the Northwest corner of said Section 22; thence N 88°38'09" E, along the North line of said Section 22, a distance of 4356.17 feet; thence S 24°47'56" W, along the Westerly right-of-way line of the C-2 Canal (a 200' wide right-of-way), 2595.27 feet; thence S 16°07'51" W, 331.30 feet; thence S 89°15'32" W, 3125.22 feet; thence S 01°05'01" E, 75.00 feet; thence S 89°15'32" W, 2571.46 feet; thence N 26°40'59" E, along the Easterly right-of-way of the C-1 Canal (a 200' wide right-of-way), 3012.14 feet; thence N 88°38'09" E, along the North line of said Section 21, a distance of 1168.16 feet, to the Point of Beginning.

Glades County Property:

Parcel 1:

DESCRIPTION: TRACT "A"

A TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 42 SOUTH, RANGE 29 EAST, AND SECTIONS 29 AND 30, TOWNSHIP 42 SOUTH, RANGE 30 EAST, GLADES COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 29, RUN S00°51'07"E ALONG THE WEST LINE OF SAID SECTION 29 FOR 469.39 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 AND THE POINT OF BEGINNING OF PARCEL "A"; THENCE RUN N74°05'26"E ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 20.70 FEET; THENCE RUN S 00°55'18"E ALONG THE SOUTH RIGHT OF WAY LINE OF CANAL 43 FOR A DISTANCE OF 59.88 FEET; THENCE RUN N 89°08'14"E CONTINUING ALONG SAID RIGHT OF WAY LINE

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FOR A DISTANCE OF 38.75 FEET; THENCE RUN S 30°05'44"W ALONG THE CENTERLINE OF AN EXISTING DITCH FOR A DISTANCE OF 2075.84 FEET; THENCE RUN N 78°06'17"W FOR A DISTANCE OF 14.25 FEET; THENCE RUN S73°46'19"W FOR A DISTANCE OF 2228.16 FEET; THENCE RUN S 23°49'10" E FOR A DISTANCE OF 770.37 FEET; THENCE RUN N 69°03'56" W FOR A DISTANCE OF 1280.67 FEET; THENCE RUN S 88°44'38"W FOR A DISTANCE OF 2301.95 FEET; THENCE RUN S 89°50'52" W FOR A DISTANCE OF 151.39 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43; THENCE RUN N 55°49'14" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 183.74 FEET; THENCE RUN N 00°07'04" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 73.92 FEET; THENCE RUN N 55°05'34" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 3791.38 FEET; THENCE RUN S 34°43'01" E ALONG THE SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 200.09 FEET; THENCE RUN N 55°02'36"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 350.28 FEET; THENCE N 34°56'58"W ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 199.93 FEET; THENCE RUN N 55°05'53" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 1749.96 FEET; THENCE RUN N 74°05'26" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 470.96 FEET TO THE WEST LINE OF SAID SECTION 29 AND THE POINT OF BEGINNING.

and

DESCRIPTION OF TRACT "B"

A PARCEL OF LAND LYING WITHIN SECTION 28, 29, 32 AND 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST, ALL WITHIN GLADES COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 33, RUN S89°52'37"E, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 3321.79 FEET TO THE POINT OF BEGINNING; THENCE S07°47'40"E, A DISTANCE OF 2568.77 FEET; THENCE N89°45'35"W, A DISTANCE OF 3675.29 FEET TO THE WEST LINE OF SAID SECTION 33; THENCE N00°07'35" E, A DISTANCE OF 452.88 FEET; THENCE S89°47'28"E, A DISTANCE OF 400.38 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 4200.00 FEET AND A CENT'RAL ANGLE OF 14°42'00"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1077.56 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 700.00 FEET, AND A CENTRAL ANGLE OF 108°43'24", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1328.31 FEET; THENCE N 61°34'35" W ALONG A NON-TANGENT LINE A DISTANCE OF 678.66 FEET; THENCE N36°59'26"W, A DISTANCE OF 1198.44 FEET; THENCE N69°44'35"W, A DISTANCE OF 1809.44 FEET; THENCE N78°06'17"W, A DISTANCE OF 2176.99 FEET; THENCE N00°05'44"E A DISTANCE OF 1016.04 FEET TO THE SOUTHWEST CORNER OF A SPOIL PARCEL; THENCE N89°09'00"E, A DISTANCE OF 2653.36 FEET; THENCE N00°05'44"E, A DISTANCE OF 1344.48 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43; THENCE S73°30'08"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43, A DISTANCE OF 4871.83 FEET; THENCE S86°27'59"E, A DISTANCE OF 799.99 FEET; THENCE S07°40'00"E, A

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DISTANCE OF 289.29 FEET, THENCE N81°25'26"E, A DISTANCE OF 75.37 FEET; THENCE S07°47'40"E, A DISTANCE OF 2943.94 FEET, TO THE POINT OF BEGINNING.

and

DESCRIPTION OF TRACT "C"

A PARCEL OF LAND LYING WITHIN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST, ALL WITHIN GLADES COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST, RUN S89°52'37"E, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 3321.79 FEET TO THE WEST RIGHT-OF-WAY LINE OF A 200 FOOT WIDE DRAINAGE RIGHT-OF-WAY; THENCE S07°47'40"E, 2568.77 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE S 07°47'40"E ALONG SAID WEST LINE OF 200 FOOT CANAL RIGHT-OF-WAY FOR A DISTANCE OF 461.51 FEET; THENCE N89°50'45"W, 1062.87 FEET; THENCE S00°10'51"W, 332.13 FEET; THENCE S89°48'21"E, 1109.30 FEET; THENCE S07°47'40"E, 1960.73 FEET; THENCE S01°19'02"W, 12.32 FEET; THENCE N89°46'22"W, 330.37 FEET; THENCE N00°04'30"E, 9.85 FEET; THENCE N89°46'00"W, 700.72 FEET; THENCE S00°46'41"E, 9.69 FEET; THENCE N89°45'35"W, 3023.80 FEET; THENCE North 00°07'35"E, 2743.63 FEET; THENCE S89°45'35"E A DISTANCE OF OF 3675.29 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

FROM THE NORTHWEST CORNER OF SAID SECTION 33, RUN S00°06'51"W, ALONG THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 3991.10 FEET; THENCE S89°43'04"E, 1340.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°43'04"E, ALONG THE NORTH LINE OF LOT 20, BLOCK 14, "MAP OF SUBDIVISION OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST," AS RECORDED IN PLAT BOOK 2, PAGE 126, OF THE PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA, 1340.56 FEET; THENCE S00°07'24"W, ALONG THE EAST LINE OF LOT 20 AND LOT 19, BLOCK 14, OF SAID "MAP OF SUBDIVISION OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST," 664.81 FEET; THENCE N89°37'52"W, ALONG THE SOUTH LINE OF SAID LOT 19, A DISTANCE OF 1340.51 FEET; THENCE N00°07'07"E, ALONG THE WEST LINE OF SAID LOTS 19 AND 20, A DISTANCE OF 663.39 FEET TO THE POINT OF BEGINNING.

and

Parcel 2:

DESCRIPTION: TRACT 1700 E-1 REVISED

A TRACT OR PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 42 SOUTH, RANGE 30 EAST, GLADES COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF SAID SECTION 29, RUN S00°51'07"E

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ALONG THE WEST LINE OF SAID SECTION 29 FOR 469.39 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43; THENCE RUN N74°06'53"E ALONG SAID RIGHT OF WAY LINE FOR 186.36 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN N 74°06'53"E ALONG THE SOUTH RIGHT OF WAY LINE OF CANAL 43 FOR 607.63 FEET; THENCE RUN S 73°30'08"E CONTINUING ALONG SAID RIGHT OF WAY LINE FOR 2032.16 FEET; THENCE RUN S 00°05'44"W, PARALLEL WITH THE WEST LINE OF SAID PARCEL, FOR A DISTANCE OF 1344.48 FEET; THENCE RUN S89°09'00"W FOR 2653.36 FEET TO THE CENTERLINE OF SAID EXISTING CANAL; THENCE RUN N00°05'44"E ALONG THE CENTERLINE OF SAID CANAL A DISTANCE FOR 1689.80 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43; THENCE RUN N 89°08'14"E ALONG THE SOUTH RIGHT-OF-WAY FOR 121.11 FEET; THENCE N 00°51'00"W ALONG THE SOUTH RIGHT-OF-WAY OF CANAL 43 FOR 103.00 FEET TO THE POINT OF BEGINNING.

And

Parcel 3:

A PARCEL OF LAND LYING WITHIN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST, ALL WITHIN GLADES COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST, RUN S89°52'37"E, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 3321.79 FEET TO THE WEST RIGHT-OF-WAY LINE OF A 200 FOOT WIDE DRAINAGE RIGHT-OF-WAY; THENCE S07°47'15"E, 2568.77 FEET; THENCE N89°45'35" W A DISTANCE OF 3675.29 FEET TO THE WEST LINE OF SAID SECTION 33; THENCE N00°07'35"E ALONG SAID WEST SECTION LINE A DISTANCE OF 452.88 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE N00°07'35"E ALONG SAID SECTION LINE A DISTANCE OF 1935.45 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 94°35'50", THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1155.72 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 4200.00 FEET, A CENTRAL ANGLE OF 14°42'00", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1077.56 FEET; THENCE N89°47'28"W ALONG A NON-TANGENT LINE A DISTANCE OF 400.38 FEET TO THE POINT OF BEGINNING.

And

Parcel 4:

All of Section 25, Township 42 South, Range 30 East, Glades County, Florida, lying East of Canal C-3, and South of Canal C-43 (Caloosahatchee River)

And

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Parcel 5:

All of Section 36, Township 42 South, Range 30 East, Glades County, Florida, lying East and North of Canal C-3,

And

Parcel 6:

All of Section 30, Township 42 South, Range 31 East, Glades County, Florida, lying South of Canal C-43 (Caloosahatchee River)

And

Parcel 7:

Government Lots 4 and 5, and all unsurveyed lands South of Canal C-43 (Caloosahatchee River), Section 27, Township 42 South, Range 30 East, Glades County, Florida, LESS and Except railroad right of way, Less and Except Government rights of way, Less and except right of way for Canal 43 in O.R. Book 52, Page 925, and Less North Ortona Locks Road.

And

Parcel 8:

All of Section 30, Township 42 South, Range 31 East, Glades County, Florida, lying South of Canal C-43 (Caloosahatchee River)

And

Parcel 9:

All of Section 33, Township 42 South, Range 30 East, Glades County, Florida, lying East of Canal C-1, Less State Road 80.

And

Parcel 10:

All of Section 31, Township 42 South, Range 31 East, Glades County, Florida, Less State Road 80., Less that part in Order of Taking in O.R. Book 324, Page 657, and Less that part conveyed to Level 3 Communications, LLC in deed recorded in O.R. Book 186, Page 86

And

Parcel 11:

A tract of land lying in Section 29, Township 42 South, Range 31 East, Glades County, Florida, being more particularly described as follows:

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Beginning at the Southwest corner of said Section 29; Thence South 89° 55' 12" East (basis for bearings is the F.D.C. River Right-of-Way Map of Section 29), a distance of 1474.06 feet, to a point lying 130 feet Westerly of the West line of spoil easement MSA-50, as recorded in Official Records Book 63, Page 359, of the Public Records of Glades County, Florida; thence North 00° 10' 12" East, parallel to said West line, a distance of 1620.50 feet, to the South Right-of-Way line of the Caloosahatchee River Canal; Thence continue North 00° 10' 12" East, a distance of 175.03 feet more or less to the average high water line of said Canal; Thence along the meanders of said average high water line the following courses and distances; North 73°40' 00" West, a distance of 113.71 feet; North 61° 16' 15" West, a distance of 251.72 feet; North 53° 15' 11" West, a distance of 369.32 feet; North 52° 07' 04" West, a distance of 526.45 feet; North 62° 37' 28" West a distance of 246.38 feet; North 74° 38' 13" West a distance of 241.41 feet, to the West line of said Section 29, Thence South 00° 32' 49" East along said Section line, a distance of 104.28 feet more or less, to the South Right-of-Way line of said Caloosahatchee River Canal; Thence continue South 00° 32' 49" East, along said Section line, a distance of 1630.95 feet to a Government meander corner; thence South 00° 11' 24" West, along said Section line, a distance of 932.75 feet to the Point of Beginning.

3

After Recording Return To:
Miller Law, P.A.
2323 South Florida Avenue
Lakeland, FL 33802
Marsha M. Wilkes

Prepared by or under the supervision of:
Michael H. Patterson
of PeirsonPatterson, LLP.
Attorneys at Law
2310 Interstate 20 West, Suite 100
Arlington, TX 76017-1668

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MORTGAGE
Security Agreement, Assignment of Rents and Fixture Filing

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in certain Sections of this document. Certain rules regarding the usage of words used in this document are also provided in Section 13.

(A) **"Security Instrument"** means this document, which is dated **February 24, 2021**, together with all Riders to this document.

(B) **"Borrower"** is **FERGUSON-HOUSE FARMS, INC. , a Florida corporation (Henry County Property), Dwayne A. House, Trustee of Dwayne A. House Revocable Trust dated 11/20/2007, as Amended, and Restated, and LONE RANGER, LLC, a Florida limited liability company (Glades County Property).** Borrower is the mortgagor under this Security Instrument.

(C) **"Lender"** is **AgAmerica Lending LLC** . Lender is a **limited liability company** organized and existing under the laws of **Florida**. Lender's address is **4030 South Pipkin Road Lakeland, FL 33811**. Lender is the mortgagee under this Security Instrument.

(D) **"Note"** means the promissory note signed by Borrower and dated **February 24, 2021**. The Note states that Borrower owes Lender **Seven Million and 00/100** Dollars (U.S. **$7,000,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **July 1, 2051**.

(E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(F) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) **"Riders"** mean all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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☐ Irrigation Equipment Rider
☐ Water Rights Rider
☐ Financial Information and Covenants Rider
☐ Permitted Prior Encumbrance Rider
☐ Mortgage Insurance Rider
☐ Adjustable Rate Rider
☒ Other(s): **Cross Default Rider, Cross Collateral Rider, Convertible Revolving Line of Credit Variable Rate Rider**

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(J) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 4) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(K) "Periodic Payment" means the regularly scheduled amount due for principal and interest under the Note.

(L) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the **Counties** [Type of Recording Jurisdiction] of **Hendry and Glades** [Name of Recording Jurisdiction]:

See Exhibit A attached hereto and made a part of.

which currently has the address of

1,494.11 +/- Acres in Hendry County and 2,831.51 Acres in Glades County, Florida
("Property Address"):

subject only to those matters set forth in the Permitted Prior Encumbrance Rider, if said rider is attached (hereafter "Permitted Prior Encumbrances");

TOGETHER WITH all buildings, improvements, equipment, fixtures and permanent plantings located therein or thereon or appurtenant thereto, and all additions, replacements, and improvements hereafter made thereto or placed therein or thereon; all rights-of-way, easements, rents, issues, profits, income, proceeds and general intangibles there from, tenements, hereditaments, remainders, reversions, privileges and appurtenances thereunto belonging, however evidenced which are used or enjoyed in connection with the real property now or hereafter owned or belonging to the same or which hereafter may be

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acquired and so used or enjoyed;

TOGETHER WITH all water and water rights now owned or hereafter acquired by Borrower and howsoever evidenced, including but not limited to any water rights specifically described in the Water Rights Rider if said rider is attached hereto, whether such water and water rights are riparian, appropriative or otherwise and whether or not appurtenant to the real property, along with all ditch and ditch rights and any shares of stock, licenses, permits and contracts evidencing such water or ditch rights, and all wells, reservoirs, dams, embankments or fixtures relating thereto;

TOGETHER WITH all personal property, including all windmills, pumps, irrigation equipment, motors, engines, and devices of every kind now or hereafter used for or in connection with the irrigation of the real property, or for stock watering or domestic purposes thereon, and all grain bins and storage bins, which are owned by Borrower and which are located on the real property in **Glades** County and **Hendry** County, **Florida**, described above together with all additional accessions, replacements, improvements, repairs and substitutions to said property and the proceeds thereof and all other fixtures now or hereafter located upon the real property, all of which are declared to be appurtenant to said real property, or incident to the ownership thereof, or used in connection therewith;

TOGETHER WITH all judgments, awards of damages, settlements and payments or security (i) hereafter made as a result of or in lieu of any taking of all or any part of the real property under the power of eminent domain or for any damage to the real property and/or the improvements located thereon, or any part thereof, and (ii) hereafter made for any damage to the real property and/or the improvements located thereon, or any part thereof resulting from exercise of or attempted exercise of mining rights or claims, however reserved or asserted, and resulting from the disturbance of any of the surface of the real property. Borrower does hereby covenant and agree that Borrower will not give such consent as may be required of the owner for mining or other surface disturbance by the terms of any patent, deed, statute, law or otherwise, without the prior written consent of Lender;

TOGETHER WITH all proceeds of and any unearned premiums on any insurance policies covering the real property and/or the improvements located thereon, including, without limitation, the right to receive and apply the proceeds of any insurance judgments, or settlements made in lieu thereof, for damage to the real property and/or the improvements located thereon or the indebtedness secured thereby;

TOGETHER WITH all contract rights, chattel paper, documents, accounts and general intangibles, rights to performance, entitlement to payment in cash or in kind, or any other benefits under any current or future governmental program which pertain to the real property, whether now or hereafter existing or acquired;

TOGETHER WITH all cash and noncash proceeds of the conversion, voluntary or involuntary, of any of the foregoing;

TOGETHER WITH any and all of Borrower's right, title, and/or interest in any and all system memberships and/or ownership certificates in any non-municipal water sewer systems now or in the future serving said property.

All replacements and additions shall also be covered by this Security Instrument.

All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record and specifically those permitted prior encumbrances, if any, set forth in the Permitted Prior Encumbrances Rider if said rider is attached to this Security Instrument. Borrower warrants and will defend generally the title to the Property against all claims and

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demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property, fixtures, and certain personal property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Prepayment Charges, Yield Maintenance Premiums and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any yield maintenance premiums, any prepayment charges and late charges due under the Note. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 12. Lender may return any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payment in the future, but Lender is not obligated to apply such payments at the time such payments are accepted Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Unless required by Applicable Law, payments will be applied first to accrued unpaid interest, then to accrued unpaid principal, then to any unpaid collection costs and late charges and any remaining amount to principal. Such payments shall be applied to each Periodic Payment in the order in which it became due.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a

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lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 3.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

4. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, such failure shall constitute a default under the terms of this Security Instrument and the Loan. Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 4 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either

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event, or if Lender acquires the Property under Section 25 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

5. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 4 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Borrower will operate the Property in a good and workmanlike manner and in accordance with all Applicable Law and will pay all fees and charges of any kind in connection therewith. Borrower will use good farming and animal husbandry practices.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

6. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan.

7. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding, (d) perform any farming operations related to the planting, growing, maintenance, and harvesting of crops located on the Property, and (e) perform any ranching operations related to any animals located on the Property. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 7, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 7. Lender may perform these or any other actions it deems necessary in Lender's sole discretion to preserve the value of the Property, and/or assign to others the right to do same on behalf of Lender. Lender may make advances under this security instrument or other instrument providing security for the Note, to protect the Lender's interest in this security instrument or other instrument providing security for the Note from loss of value or damage. Any money so advanced (including reasonable costs of recovery and attorneys' fees) plus interest at the default rate indicated in the Note shall become an obligation due and owing under the terms of the Note immediately upon the date advanced by Lender and is an obligation of the Borrower secured by

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the security instrument or other instrument providing security for the Note.

Any amounts disbursed by Lender under this Section 7 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

8. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order

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provided for in Section 2.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

10. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 15, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 17) and benefit the successors and assigns of Lender.

11. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

12. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security

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Instrument.

13. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

14. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

15. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 15, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 12 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

16. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 15.

17. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 12) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time

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period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 25 and the notice of acceleration given to Borrower pursuant to Section 15 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 17.

18. Hazardous Substances. As used in this Section 18: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

19. Additional Property Subject To The Security Instrument. This Security Instrument also constitutes a security agreement within the meaning of the Uniform Commercial Code as adopted in the State of **Florida** (the "UCC"). In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling, attached floor coverings, irrigation pipes and pumps, livestock fencing and pens, windmills and related equipment and pumps, grain bins and storage bins and specifically:

All water and water rights now owned or hereafter acquired by Debtor and howsoever evidenced, whether such water and water rights are riparian, appropriative or otherwise and whether or not appurtenant to the real estate described herein, all ditch/pond and ditch/pond rights and any shares of stock, licenses, permits and contracts evidencing such water or ditch rights, and all wells, reservoirs, dams, embankments or fixtures relating thereto, along with all replacements, substitutions, accessions thereto and proceeds derived therefrom.

, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this Security Instrument as the "Property."

20. Fixture Filing. This Security Instrument constitutes a "fixture filing" for the purposes of the UCC against all of the Property which is or is to become fixtures per the UCC.

21. Use of Property; Compliance With Law. Borrower shall not seek, agree to or make a change in the use

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of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

22. Assignment of Leases. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph , the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

23. Assignment of Rents; Appointment of Receiver; Lender In Possession. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Sections 12 and 25 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notices of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 7 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

24. Cross-Default Provision. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

25. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 15 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may

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require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 25, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

26. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge

Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

27. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

28. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

29. Documentary Tax. The state documentary tax due on the Note has been paid on this mortgage securing this indebtedness.

30. OWNER'S CONSENT TO PLEDGE THEIR PROPERTY FOR ANOTHER'S OBLIGATION- Notwithstanding anything to the contrary in this Mortgage, the owner of the Property described herein as Borrower is the Grantor of the Property. The term Borrower used herein in the context of the owner(s) of the Property refers to **FERGUSON-HOUSE FARMS, INC., a Florida corporation (Henry County Property), Dwayne A. House, Trustee of Dwayne A. House Revocable Trust dated 11/20/2007, as Amended, and Restated, and LONE RANGER, LLC, a Florida limited liability company (Glades County Property).** The term Borrower used herein in the context of the person(s) obligated under the Note is **Dwayne Allen House and GOODNO RANCH, INC.**. Grantor is not a borrower named in the Note described herein. The borrower in said Note is **Dwayne Allen House and GOODNO RANCH, INC.**. For value received and for the purpose of enabling the borrower on the Note to obtain credit or other financial accommodations from the lender referenced in said Note and this Mortgage ("Lender"), the undersigned Grantor and owner of the Property hereby agrees that the Property is hereby pledged as collateral to Lender to secure said Note described herein, including any subsequent modification, renewal and/or extension thereof.

"x" if applicable:

___Refinance Transaction
(and the amount of the refinance mortgage is less than or equal to the sum of the unpaid principal balance of the original mortgage obligation and accrued (but unpaid) interest)

Pursuant to Section 199.145(4)(a), Florida Statutes, no additional nonrecurring intangible tax is due. This Mortgage is given in connection with the refinancing of an obligation secured by an existing mortgage, recorded in Official Records Book _____, Page _____, Public Records of _____ County, Florida, from the Mortgagor hereunder to the Mortgagee hereunder, or to the assignor of the Mortgagee hereunder. As of the date of the refinancing, the unpaid principal balance of the original obligation, plus accrued but unpaid interest, secured by the existing mortgage, is equal to $_____. The principal balance of the new obligation secured by this Mortgage is **$7,000,000.00**, which amount, as of the refinancing, is less than or equal to the unpaid principal balance of the original obligation, plus accrued but unpaid interest.

___Refinance Transaction
(and the amount of the refinance mortgage is greater than the sum of the unpaid principal balance of the original mortgage obligation and accrued (but unpaid) interest)

Pursuant to Section 199.145(4)(b), Florida Statutes, additional nonrecurring intangible tax is due. This Mortgage is given in connection with the refinancing of an obligation secured by an existing mortgage, recorded in Official Records Book _____, Page _____, Public Records of _____ County,

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Florida, from the Mortgagor hereunder to the Mortgagee hereunder, or to the assignor of the Mortgagee hereunder. As of the date of the refinancing, the unpaid principal balance of the original obligation, plus accrued but unpaid interest, secured by the existing mortgage, is equal to $_____. The principal balance of the new obligation secured by this Mortgage is **$7,000,000.00**, which amount represents, as of the refinancing, the excess of the unpaid principal balance of the original obligation, plus accrued but unpaid interest. Notwithstanding anything to the contrary contained in the foregoing, if the obligor under the new obligation is not liable to the obligee under the new obligation secured by this Mortgage, then the additional nonrecurring intangible tax shall be computed on the entire principal balance of the new obligation.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

FERGUSON-HOUSE FARMS, INC., a Florida corporation

_____ 2/24/21
Signature Date

Dwayne A. House, President

Dwayne A. House Revocable Trust

_____ 2/24/21
Signature Date

Dwayne A. House, Trustee of the Dwayne A. House Revocable Trust under trust instrument dated November 20, 2007, as Amended and Restated

LONE RANGER, LLC, a Florida limited liability company

_____ 2/24/21
Signature Date

Dwayne W. House, Manager

[Sign Originals Only]

STATE OF FLORIDA
COUNTY OF Hendry

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 24 day of FEBRUARY, 20 21, by **Dwayne A. House, President of FERGUSON-HOUSE FARMS, INC., on behalf of said corporation.**

_____
Notary, State of Florida

Printed Name: Rebekah Bean
My Commission Expires: 7/8/2024

Notary Public State of Florida
Rebekah Berth
My Commission HH 019467
Expires 07/08/2024

[X] Personally known, or

[ ] Produced Identification

Type of Identification Produced: _____

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STATE OF FLORIDA
COUNTY OF Hendry

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 24 day of FEBRUARY, 2021, by **Dwayne A. House, Trustee of the Dwayne A. House Revocable Trust under trust instrument dated November 20, 2007, as Amended and Restated.**

Notary, State of Florida

Printed Name: Rebekah Berth
My Commission Expires: 7/8/2024

Notary Public State of Florida
Rebekah Berth
My Commission HH 019467
Expires 07/08/2024

[X] Personally known, or

[ ] Produced Identification

Type of Identification Produced:

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STATE OF FLORIDA
COUNTY OF Hendry

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 24 day of FEBRUARY, 2021, by **Dwayne W. House, Manager of LONE RANGER, LLC, on behalf of said limited liability company.**

Notary, State of Florida

Printed Name: Rebekah Berth
My Commission Expires: 7/8/2024

Notary Public State of Florida
Rebekah Berth
My Commission HH 019467
Expires 07/08/2024

[X] Personally known, or

[ ] Produced Identification

Type of Identification Produced: _____

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Exhibit "A"

Hendry County Property:

A parcel of land lying within Sections 2, 3, 10, 11, 14, 15 and 16, Township 43 South, Range 30 East, Hendry County, Florida, more particularly described as follows:

From the Northeast corner of said Section 10, run N 89°29'29" West, along the North line of said Section 10, a distance of 989.69 feet to the Point of Beginning; thence N 26°40'59" E, 1108.23 feet; thence S 89°49'54" E, 216.20 feet; thence N 00°12'06" E, 10.00 feet; thence S 89°47'54" E, 2246.90 feet; thence S 00°55'48" E, 599.12 feet; thence S 11°17'55" W, 8617.61 feet; thence S 88°37'59" W, 2571.59 feet; thence S 01°22'01" E, 120.00 feet; thence N 88°37'59" E, 2401.21 feet; thence N 88°32'46" E, 143.47 feet; thence S 11°17'55" W, 803.08 feet; thence S 24°47'56" W, 2001.83 feet; thence S 88°37'59" W, 4356.17 feet; thence S 88°38'41" W, 1168.19 feet; thence N 26°40'59" E, 4310.65 feet; thence N 63°19'01" W, 200.00 feet; thence N 26°41'01" E, 7804.44 feet, to the Point of Beginning.

AND

A parcel of land lying within Sections 21 and 22, Township 43 South, Range 30 East, Hendry County, Florida, more particularly described as follows:

Beginning at the Northwest corner of said Section 22; thence N 88°38'09" E, along the North line of said Section 22, a distance of 4356.17 feet; thence S 24°47'56" W, along the Westerly right-of-way line of the C-2 Canal (a 200' wide right-of-way), 2595.27 feet; thence S 16°07'51" W, 331.30 feet; thence S 89°15'32" W, 3125.22 feet; thence S 01°05'01" E, 75.00 feet; thence S 89°15'32" W, 2571.46 feet; thence N 26°40'59" E, along the Easterly right-of-way of the C-1 Canal (a 200' wide right-of-way), 3012.14 feet; thence N 88°38'09" E, along the North line of said Section 21, a distance of 1168.16 feet, to the Point of Beginning.

Glades County Property:

Parcel 1:

DESCRIPTION: TRACT "A"

A TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 42 SOUTH, RANGE 29 EAST, AND SECTIONS 29 AND 30, TOWNSHIP 42 SOUTH, RANGE 30 EAST, GLADES COUNTY, FLORIDA. WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 29, RUN S00°51'07"E ALONG THE WEST LINE OF SAID SECTION 29 FOR 469.39 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 AND THE POINT OF BEGINNING OF PARCEL "A"; THENCE RUN N74°05'26"E ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 20.70 FEET; THENCE RUN S 00°55'18"E ALONG THE SOUTH RIGHT OF WAY LINE OF CANAL 43 FOR A DISTANCE OF 59.88 FEET: THENCE RUN N 89°08'14"E CONTINUING ALONG SAID RIGHT OF WAY LINE

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FOR A DISTANCE OF 38.75 FEET: THENCE RUN S 30°05'44"W ALONG THE CENTERLINE OF AN EXISTING DITCH FOR A DISTANCE OF 2075.84 FEET; THENCE RUN N 78°06'17"W FOR A DISTANCE OF 14.25 FEET; THENCE RUN S73°46'19"W FOR A DISTANCE OF 2228.16 FEET; THENCE RUN S 23°49'10" E FOR A DISTANCE OF 770.37 FEET; THENCE RUN N 69°03'56" W FOR A DISTANCE OF 1280.67 FEET; THENCE RUN S 88°44'38"W FOR A DISTANCE OF 2301.95 FEET; THENCE RUN S 89°50'52" W FOR A DISTANCE OF 151.39 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43; THENCE RUN N 55°49'14" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 183.74 FEET; THENCE RUN N 00°07'04" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 73.92 FEET; THENCE RUN N 55°05'34" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 3791.38 FEET; THENCE RUN S 34°43'01" E ALONG THE SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 200.09 FEET; THENCE RUN N 55°02'36"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 350.28 FEET; THENCE N 34°56'58"W ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 199.93 FEET; THENCE RUN N 55°05'53" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 1749.96 FEET; THENCE RUN N 74°05'26" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 470.96 FEET TO THE WEST LINE OF SAID SECTION 29 AND THE POINT OF BEGINNING.

and

DESCRIPTION OF TRACT "B"

A PARCEL OF LAND LYING WITHIN SECTION 28, 29, 32 AND 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST, ALL WITHIN GLADES COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 33, RUN S89°52'37"E, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 3321.79 FEET TO THE POINT OF BEGINNING; THENCE S07°47'40"E, A DISTANCE OF 2568.77 FEET; THENCE N89°45'35"W, A DISTANCE OF 3675.29 FEET TO THE WEST LINE OF SAID SECTION 33; THENCE N00°07'35" E, A DISTANCE OF 452.88 FEET; THENCE S89°47'28"E, A DISTANCE OF 400.38 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 4200.00 FEET AND A CENTRAL ANGLE OF 14°42'00"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1077.56 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 700.00 FEET, AND A CENTRAL ANGLE OF 108°43'24", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1328.31 FEET; THENCE N 61°34'35" W ALONG A NON-TANGENT LINE A DISTANCE OF 678.66 FEET; THENCE N36°59'26"W, A DISTANCE OF 1198.44 FEET; THENCE N69°44'35"W, A DISTANCE OF 1809.44 FEET; THENCE N78°06'17"W, A DISTANCE OF 2176.99 FEET; THENCE N00°05'44"E A DISTANCE OF 1016.04 FEET TO THE SOUTHWEST CORNER OF A SPOIL PARCEL; THENCE N89°09'00"E, A DISTANCE OF 2653.36 FEET; THENCE N00°05'44"E, A DISTANCE OF 1344.48 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43; THENCE S73°30'08"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43, A DISTANCE OF 4871.83 FEET; THENCE S86°27'59"E, A DISTANCE OF 799.99 FEET; THENCE S07°40'00"E, A

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DISTANCE OF 289.29 FEET, THENCE N81°25'26"E. A DISTANCE OF 75.37 FEET; THENCE S07°47'40"E. A DISTANCE OF 2943.94 FEET, TO THE POINT OF BEGINNING.

and

DESCRIPTION OF TRACT "C"

A PARCEL OF LAND LYING WITHIN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST, ALL WITHIN GLADES COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST, RUN S89°52'37"E, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 3321.79 FEET TO THE WEST RIGHT-OF-WAY LINE OF A 200 FOOT WIDE DRAINAGE RIGHT-OF-WAY; THENCE S07°47'40"E, 2568.77 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE S 07°47'40"E ALONG SAID WEST LINE OF 200 FOOT CANAL RIGHT-OF-WAY FOR A DISTANCE OF 461.51 FEET; THENCE N89°50'45"W, 1062.87 FEET; THENCE S00°10'51"W, 332.13 FEET; THENCE S89°48'21"E, 1109.30 FEET; THENCE S07°47'40"E, 1960.73 FEET; THENCE S01°19'02"W, 12.32 FEET; THENCE N89°46'22"W, 330.37 FEET; THENCE N00°04'30"E, 9.85 FEET; THENCE N89°46'00"W, 700.72 FEET; THENCE S00°46'41"E, 9.69 FEET; THENCE N89°45'35"W, 3023.80 FEET; THENCE North 00°07'35"E, 2743.63 FEET; THENCE S89°45'35"E A DISTANCE OF OF 3675.29 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

FROM THE NORTHWEST CORNER OF SAID SECTION 33, RUN S00°06'51"W, ALONG THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 3991.10 FEET; THENCE S89°43'04"E, 1340.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°43'04"E, ALONG THE NORTH LINE OF LOT 20, BLOCK 14, "MAP OF SUBDIVISION OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST," AS RECORDED IN PLAT BOOK 2, PAGE 126, OF THE PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA, 1340.56 FEET; THENCE S00°07'24"W, ALONG THE EAST LINE OF LOT 20 AND LOT 19, BLOCK 14, OF SAID "MAP OF SUBDIVISION OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST," 664.81 FEET; THENCE N89°37'52"W, ALONG THE SOUTH LINE OF SAID LOT 19, A DISTANCE OF 1340.51 FEET; THENCE N00°07'07"E, ALONG THE WEST LINE OF SAID LOTS 19 AND 20, A DISTANCE OF 663.39 FEET TO THE POINT OF BEGINNING.

and

Parcel 2:

DESCRIPTION: TRACT 1700 E-1 REVISED

A TRACT OR PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 42 SOUTH, RANGE 30 EAST, GLADES COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF SAID SECTION 29, RUN S00°51'07"E

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ALONG THE WEST LINE OF SAID SECTION 29 FOR 469.39 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43; THENCE RUN N74°06'53"E ALONG SAID RIGHT OF WAY LINE FOR 186.36 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN N 74°06'53"E ALONG THE SOUTH RIGHT OF WAY LINE OF CANAL 43 FOR 607.63 FEET; THENCE RUN S 73°30'08"E CONTINUING ALONG SAID RIGHT OF WAY LINE FOR 2032.16 FEET; THENCE RUN S 00°05'44"W, PARALLEL WITH THE WEST LINE OF SAID PARCEL, FOR A DISTANCE OF 1344.48 FEET; THENCE RUN S89°09'00"W FOR 2653.36 FEET TO THE CENTERLINE OF SAID EXISTING CANAL; THENCE RUN N00°05'44"E ALONG THE CENTERLINE OF SAID CANAL A DISTANCE FOR 1689.80 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43; THENCE RUN N 89°08'14"E ALONG THE SOUTH RIGHT-OF-WAY FOR 121.11 FEET; THENCE N 00°51'00"W ALONG THE SOUTH RIGHT-OF-WAY OF CANAL 43 FOR 103.00 FEET TO THE POINT OF BEGINNING.

And

Parcel 3:

A PARCEL OF LAND LYING WITHIN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST, ALL WITHIN GLADES COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST, RUN S89°52'37"E, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 3321.79 FEET TO THE WEST RIGHT-OF-WAY LINE OF A 200 FOOT WIDE DRAINAGE RIGHT-OF-WAY; THENCE S07°47'15"E, 2568.77 FEET; THENCE N89°45'35" W A DISTANCE OF 3675.29 FEET TO THE WEST LINE OF SAID SECTION 33; THENCE N00°07'35"E ALONG SAID WEST SECTION LINE A DISTANCE OF 452.88 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE N00°07'35"E ALONG SAID SECTION LINE A DISTANCE OF 1935.45 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 94°35'50", THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1155.72 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 4200.00 FEET, A CENTRAL ANGLE OF 14°42'00", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1077.56 FEET; THENCE N89°47'28"W ALONG A NON-TANGENT LINE A DISTANCE OF 400.38 FEET TO THE POINT OF BEGINNING.

And

Parcel 4:

All of Section 25, Township 42 South, Range 30 East, Glades County, Florida, lying East of Canal C-3, and South of Canal C-43 (Caloosahatchee River)

And

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Parcel 5:

All of Section 36, Township 42 South, Range 30 East, Glades County, Florida, lying East and North of Canal C-3.

And

Parcel 6:

All of Section 30, Township 42 South, Range 31 East, Glades County, Florida, lying South of Canal C-43 (Caloosahatchee River)

And

Parcel 7:

Government Lots 4 and 5, and all unsurveyed lands South of Canal C-43 (Caloosahatchee River), Section 27, Township 42 South, Range 30 East, Glades County, Florida, LESS and Except railroad right of way, Less and Except Government rights of way, Less and except right of way for Canal 43 in O.R. Book 52, Page 925, and Less North Ortona Locks Road.

And

Parcel 8:

All of Section 30, Township 42 South, Range 31 East, Glades County, Florida, lying South of Canal C-43 (Caloosahatchee River)

And

Parcel 9:

All of Section 33, Township 42 South, Range 30 East, Glades County, Florida, lying East of Canal C-1, Less State Road 80.

And

Parcel 10:

All of Section 31, Township 42 South, Range 31 East, Glades County, Florida, Less State Road 80., Less that part in Order of Taking in O.R. Book 324, Page 657, and Less that part conveyed to Level 3 Communications, LLC in deed recorded in O.R. Book 186, Page 86

And

Parcel 11:

A tract of land lying in Section 29, Township 42 South, Range 31 East, Glades County, Florida, being more particularly described as follows:

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Beginning at the Southwest corner of said Section 29; Thence South 89° 55' 12" East (basis for bearings is the F.D.C. River Right-of-Way Map of Section 29), a distance of 1474.06 feet, to a point lying 130 feet Westerly of the West line of spoil easement MSA-50, as recorded in Official Records Book 63, Page 359, of the Public Records of Glades County, Florida; thence North 00° 10' 12" East, parallel to said West line, a distance of 1620.50 feet, to the South Right-of-Way line of the Caloosahatchee River Canal; Thence continue North 00° 10' 12" East, a distance of 175.03 feet more or less to the average high water line of said Canal; Thence along the meanders of said average high water line the following courses and distances; North 73°40' 00" West, a distance of 113.71 feet; North 61° 16' 15" West, a distance of 251.72 feet; North 53° 15' 11" West, a distance of 369.32 feet; North 52° 07' 04" West, a distance of 526.45 feet; North 62° 37' 28" West a distance of 246.38 feet; North 74° 38' 13" West a distance of 241.41 feet, to the West line of said Section 29, Thence South 00° 32' 49" East along said Section line, a distance of 104.28 feet more or less, to the South Right-of-Way line of said Caloosahatchee River Canal; Thence continue South 00° 32' 49" East, along said Section line, a distance of 1630.95 feet to a Government meander corner; thence South 00° 11' 24" West, along said Section line, a distance of 932.75 feet to the Point of Beginning.

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CONVERTIBLE REVOLVING LINE OF CREDIT VARIABLE RATE RIDER

(Semi-Annual Pay - No Rate Cap - Convertible)

This REVOLVING LINE OF CREDIT VARIABLE RATE RIDER is made this **Twenty-fourth** day of **February, 2021**, and is incorporated into and shall be deemed to amend and supplement the mortgage, deed of trust or security deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Promissory Note (the "Note") to **AgAmerica Lending LLC** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1,494.11 +/- Acres in Hendry County and 2,831.51 Acres in, Glades County, Florida
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE VARIABLE RATE TO ANOTHER RATE.

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

VARIABLE RATE AND SEMI-ANNUAL PAYMENT CHANGES

The Note provides for an initial interest rate to be determined on the date of the first, initial or only advance of funds under the Note. The Note provides for changes in the variable interest rate as follows:

1. Payment of Principal and Interest.

(a) Interest shall accrue on the unpaid balance of this Note until the Loan is repaid in full or until the Borrower exercises the option to convert the variable rate to another rate as provided in subsection (f) below.

(b) The Initial Variable Rate (defined below) will be established at loan registration and upon the receipt of the Commitment to Purchase – AgEquity. Thereafter, the Variable Rate shall change according to the Rate Change Date at a rate equal to the sum of (i) the Current Index (defined below) (the "Variable Rate").

(c) A payment of interest calculated at the Variable Rate on the outstanding principal balance represented under this Note from the date of the first advance hereunder shall be due on the First Interest Payment Date. Thereafter, consecutive semi-annual installments of interest, each in the amount required to pay the unpaid interest accruing through the applicable period shall be due on each January 1 and July 1 at the Variable Rate until the Maturity Date (as defined below) or the Conversion Date (as defined below) as the case may be. Any remaining indebtedness, if not sooner paid, shall be due and payable on the Maturity Date (as defined below).

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(d) If Lender at any time determines, in its sole but reasonable discretion, that it has miscalculated the amount of any interest payment (whether because of a miscalculation of the Variable Rate or otherwise), then Lender shall give notice to Borrower of the corrected amount of the interest payment (and the corrected Variable Rate, if applicable) and (i) if the corrected amount of the installment payment represents an increase, then Borrower shall, within 30 calendar days thereafter. pay to Lender any sums that Borrower would have otherwise been obligated under this Note to pay to Lender had the amount of the installment payment not been miscalculated, or (ii) if the corrected amount of the installment payment represents a decrease thereof and Borrower is not otherwise in breach or default under any of the terms and provisions of this Note, the security instrument or any other Loan Document evidencing or securing this Note, then Borrower shall thereafter be paid the sums that Borrower would not have otherwise been obligated to pay to Lender had the amount of the installment payment not been miscalculated.

Borrower may make payments of principal in any amount on any business day of Lender during such time as the principal is accruing interest at the Variable Rate.

(e) If Borrower timely exercises Borrower's option to (i) convert the interest rate on this Note to another rate and (ii) cancel the Revolving Line of Credit provisions of this Note pursuant to Section C ("Conversion Option") of this Note, the applicable interest rate under this Note, beginning on the date the conversion becomes effective and continuing until the Maturity Date, shall not be the rate determined in accordance with subsection (a) of this Section 1 above, but shall be the rate established in accordance with Section 3 "Conversion Option" below. Such rate shall be reflected in an "Agreement to Convert" substantially in the form attached as Exhibit A to this Note. If Borrower has not earlier exercised the Conversion Option, the Revolving Line of Credit Provisions will expire on **July 1, 2031** and the Conversion Option will be deemed to be exercised by selecting the loan terms indicated in subparagraph (f) below.

(f) The following definitions shall apply to this Note:

Current Index: 1-month *VRM servicing released net yield for 8-week delivery* then being required by the Federal Agricultural Mortgage Corporation.

Index. Beginning with the Initial Rate Change Date, The variable interest rate shall change to a rate that shall be determined 2 business days prior to the Initial Adjustment Date and any subsequent Adjustment Dates and be based upon the 1-month *VRM servicing released net yield for 8-week delivery* then being required by the Federal Agricultural Mortgage Corporation, adjusted for credit quality, plus **1.00%** field servicing fee. If the Index is no longer available, the Note Holder will choose a new index that is based on comparable information.

First Interest Payment Date: **July 1, 2021.**

Revolving Loan Provisions Termination Date: July 1, 2031 .

First Principal Payment Date: January 1, 2032

Maturity Date: July 1, 2051.

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Rate Change Date: 03/01/2021 and on the 1st of every month thereafter

Initial Variable Rate: 2.90%

INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an variable interest rate to another interest rate, as follows:

3. Interest Rate Conversion Option.

(a) Option to Cancel Multiple Advance Provisions and Convert to Another Interest Rate. Borrower may exercise the Conversion Option unless Borrower is in default under this Note or the security instrument if the conditions of this subsection 3(a) are met. Borrower will be conclusively deemed to have exercised the Conversion Option upon the date the Revolving Loan Provisions Termination Date. The "Conversion Option" is the Borrower's option to (i) cancel and convert the interest rate specified in this Note from a variable rate with no interest rate limits to the rate calculated under Section 3(b) below; and (ii) terminate and cancel the Revolving Loan provisions.

The conversion can only take place on a date a scheduled payment is due. The date on which the Borrower converts the variable interest rate to the converted rate is called the "Conversion Date."

The Borrower's ability to exercise the Conversion Option is conditioned upon and no conversion shall be effective without: (i) the Borrower giving the Lender written notice at least 21 days prior to the Conversion Date (at 11:00 a.m. Louisville, Kentucky time) that the Borrower wants to exercise the Conversion Option; (ii) at the Conversion Date, the Borrower must not be in default under the terms of this Note or the security instrument; (iii) payment to the Lender at or prior to the Conversion Date of all of Lender's out of pocket expense of completing such Conversion while maintaining its lien priority, and (iv) the Borrower's completion and execution of any documents the Lender requires to effect the conversion.

(b) Calculation of Converted Rate. Upon request from the Borrower, the Lender shall provide a list of the loan products then offered by the Federal Agricultural Mortgage Corporation ("Farmer Mac") with a maturity date similar to the maturity date of this Note subject to a four week mandatory delivery commitment, including any prepayment restrictions and yield maintenance provision applicable to such products. The description of loan products shall contain the then current rates applicable to such products, but the actual rate may be higher or lower and will be set as described in this paragraph. The Borrower may then give written notice of the Borrower's election to convert this Note to one of those products for the remaining term of this Note to the Maturity Date by selecting one of the listed products and requesting conversion of this Note to the selected product. The interest rate in effect for this Note after Conversion ("Converted Rate") will be an interest rate equal to the Farmer Mac required net yield for the selected loan product with a maturity similar to the maturity date of this Note subject to a four week mandatory delivery commitment, plus **1.000%** (the "Modification Note Rate"), subject to any yield maintenance provision applicable to such product. The converted rate in effect as of the Conversion Date will be equal to the rate calculated in the immediately preceding sentence as of 11:00 a.m. Louisville, Kentucky time, on the later of (a) the date which is four weeks prior to the Conversion Date and (b) the day lender receives Borrower's election to convert

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this Note. If this required net yield is not available, the Lender will determine the Converted Rate by using comparable information.

If Borrower elects to convert this Note, or is required to convert this Note by the terms hereof, but does not select a particular product from the list of available products by the date specified in the list of products, the product designated by Lender as the Default Product on the list of available products will be deemed to have been selected by Borrower.

(c) **Calculation of New Payment.** Upon the Borrower's exercise of the Conversion Option, the Lender will determine the amount and payment schedule of the installments, which will be calculated to repay the unpaid principal (net of any principal payment due on the Conversion Date) in full over the period from the Conversion Date to the Maturity Date at the new interest rate in substantially equal payments applied first to interest and then to principal. Any remaining indebtedness, if not sooner paid, shall be due and payable on the Maturity Date.

To the extent that the Security Instrument and this Rider are inconsistent with each other, this Rider shall govern the agreements of the parties hereto.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Variable Rate Rider.

FERGUSON-HOUSE FARMS, INC., a Florida corporation

2/24/21

Signature Date

Dwayne A. House, President

LONE RANGER, ~~LLC~~, a Florida limited liability company

2/24/21

Signature Date

Dwayne W. House, Manager

Dwayne A. House Revocable Trust

2/24/21

Signature Date

Dwayne A. House, Trustee of the Dwayne A. House Revocable Trust under trust instrument dated November 20, 2007, as Amended and Restated

[Sign Originals Only]

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CROSS COLLATERALIZATION RIDER

Loan # 22104102

THIS CROSS COLLATERALIZATION RIDER is made this **February 24, 2021,** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **AgAmerica Lending LLC** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1,494.11 +/- Acres in Hendry County and 2,831.51 Acres in Glades County, FL
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that on the date hereof the following other loans have been sold to Federal Agricultural Mortgage Corporation:

Borrowers/Co-Signers' Names	Date	Loan Amount/Loan No.
Dwayne Allen House and GOODNO RANCH, INC.	02/24/2021	3,000,000.00/22104103
		/
		/
		/
		/

each of which is evidenced by a separate promissory note (the "Other Notes"), and each of which is secured by a separate mortgage, deed of trust, or security deed (the "Other Security Instruments"). It is agreed that in addition to Borrower's Note, this Security Instrument secures the obligations, debts, and liabilities evidenced by the Other Notes and Other Security Instruments referenced herein, plus interest thereon, which is payable by Grantor to Lender and/or Federal Agricultural Mortgage Corporation.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Cross Collateralization Rider.

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Deputy ClerkDoc Stamp-Mort: 24500.00 Int Tax: 14000.00

FERGUSON-HOUSE FARMS, INC. , a Florida corporation

Signature 2/24/21 Date

Dwayne A. House, President

LONE RANGER, LLC, a Florida limited liability company

Signature 2/24/21 Date

Dwayne W. House, Manager

Dwayne A. House Revocable Trust

Signature 2/24/21 Date

Dwayne A. House, Trustee of the Dwayne A. House Revocable Trust under trust instrument dated November 20, 2007, as Amended and Restated

[Sign Originals Only]

Inst: 202126002804 Date: 03/03/2021 Time: 2:38PM
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Hendry, County, By: DH
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CROSS DEFAULT RIDER

Loan # 22104102

THIS CROSS DEFAULT RIDER is made this **February 24, 2021,** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **AgAmerica Lending LLC** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1,494.11 +/- Acres in Hendry County and 2,831.51 Acres in Glades County, FL
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that on the date hereof the following other loans have been sold to Federal Agricultural Mortgage Corporation:

Borrowers/Co-Signers' Names	Date	Loan Amount/Loan No.
Dwayne Allen House and GOODNO RANCH, INC.	**02/24/2021**	**$3,000,000.00/22104103**
		$0.00/
		$0.00/
		$0.00/
		$0.00/

each of which is evidenced by a separate promissory note (the "Other Notes"), and each of which is secured by a separate mortgage, deed of trust, or security deed (the "Other Security Instruments"). It is agreed that any default under this Security Instrument or this Note shall be deemed a default under the Other Notes and Other Security Instruments; and any default under any or all of the Other Notes or Other Security Instruments shall be deemed to be a default under this Note and this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Cross Default Rider.

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FERGUSON-HOUSE FARMS, INC. , a Florida corporation

2/24/21

Signature Date

Dwayne A. House, President

LONE RANGER, LLC, a Florida limited liability company

2/24/21

Signature Date

Dwayne W. House, Manager

Dwayne A. House Revocable Trust

2/24/21

Signature Date

Dwayne A. House, Trustee of the Dwayne A. House Revocable Trust under trust instrument dated November 20, 2007, as Amended and Restated

[Sign Originals Only]

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Hendry, County, By: DH
Deputy Clerk

Recording Requested By/Return To:
Miller Law, P.A.
Marsha M. Wilkes
2323 South Florida Avenue
Lakeland, FL 33802

[Space Above This Line For Recording]

ASSIGNMENT OF MORTGAGE

Loan # 22104102

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is **4030 South Pipkin Road, Lakeland, FL 33811**, does hereby grant, sell, assign, transfer and convey, unto **U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation programs** , (herein "Assignee"), whose address is **1133 Rankin Street, Suite 100, St. Paul, MN 55116**, all beneficial interest under a certain Mortgage dated **February 24, 2021**, made and executed by **FERGUSON-HOUSE FARMS, INC. , a Florida corporation (Henry County Property), Dwayne A. House, Trustee of Dwayne A. House Revocable Trust dated 11/20/2007, as Amended, and Restated, and LONE RANGER, LLC, a Florida limited liability company (Glades County Property)**, to and in favor of **AgAmerica Lending LLC** , upon the following described property situated in **Hendry County**, State of **Florida**:

See Exhibit A attached hereto and made a part of.

such Mortgage having been given to secure payment of **$7,000,000.00** (Original Amount of Principal), which Mortgage is of record in the Real Property Records of Hendry County, State of **Florida**, together with the note(s) and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on February 23, 2021.

Inst: 202126002805 Date: 03/03/2021 Time: 2:38PM
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Deputy Clerk

AgAmerica Lending LLC

Signature _____ Date February 23, 2021

Courtney Eelman, Chief Credit Officer

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 23 day of February, 20 21, by **Courtney Eelman, Chief Credit Officer of AgAmerica Lending LLC, on behalf of said limited liability company.**

Sonia E Quiles
Notary, State of Florida

Printed Name: Sonia E. Quiles
My Commission Expires: October 2, 2023

SONIA E. QUILES
Notary Public - State of Florida
Commission # GG 918618
My Comm. Expires Oct 2, 2023
Bonded through National Notary Assn.

[X] Personally known, or

[ ] Produced Identification

Type of Identification Produced: _____

Prepared by or under the supervision of:
Aaron N. Siddique
4001 Gateway Drive, Ste. 200
Colleyville, TX 76034

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Deputy Clerk

Exhibit "A"

Hendry County Property:

A parcel of land lying within Sections 2, 3, 10, 11, 14, 15 and 16, Township 43 South, Range 30 East, Hendry County, Florida, more particularly described as follows:

From the Northeast corner of said Section 10, run N 89°29'29" West, along the North line of said Section 10, a distance of 989.69 feet to the Point of Beginning; thence N 26°40'59" E, 1108.23 feet; thence S 89°49'54" E, 216.20 feet; thence N 00°12'06" E, 10.00 feet; thence S 89°47'54" E, 2246.90 feet; thence S 00°55'48" E, 599.12 feet; thence S 11°17'55" W, 8617.61 feet; thence S 88°37'59" W, 2571.59 feet; thence S 01°22'01" E, 120.00 feet; thence N 88°37'59" E, 2401.21 feet; thence N 88°32'46" E, 143.47 feet; thence S 11°17'55" W, 803.08 feet; thence S 24°47'56" W, 2001.83 feet; thence S 88°37'59" W, 4356.17 feet; thence S 88°38'41" W, 1168.19 feet; thence N 26°40'59" E, 4310.65 feet; thence N 63°19'01" W, 200.00 feet; thence N 26°41'01" E, 7804.44 feet, to the Point of Beginning.

AND

A parcel of land lying within Sections 21 and 22, Township 43 South, Range 30 East, Hendry County, Florida, more particularly described as follows:

Beginning at the Northwest corner of said Section 22; thence N 88°38'09" E, along the North line of said Section 22, a distance of 4356.17 feet; thence S 24°47'56" W, along the Westerly right-of-way line of the C-2 Canal (a 200' wide right-of-way), 2595.27 feet; thence S 16°07'51" W, 331.30 feet; thence S 89°15'32" W, 3125.22 feet; thence S 01°05'01" E, 75.00 feet; thence S 89°15'32" W, 2571.46 feet; thence N 26°40'59" E, along the Easterly right-of-way of the C-1 Canal (a 200' wide right-of-way), 3012.14 feet; thence N 88°38'09" E, along the North line of said Section 21, a distance of 1168.16 feet, to the Point of Beginning.

Glades County Property:

Parcel 1:

DESCRIPTION: TRACT "A"

A TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 42 SOUTH, RANGE 29 EAST, AND SECTIONS 29 AND 30, TOWNSHIP 42 SOUTH, RANGE 30 EAST, GLADES COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 29, RUN S00°51'07"E ALONG THE WEST LINE OF SAID SECTION 29 FOR 469.39 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 AND THE POINT OF BEGINNING OF PARCEL "A"; THENCE RUN N74°05'26"E ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 20.70 FEET; THENCE RUN S 00°55'18"E ALONG THE SOUTH RIGHT OF WAY LINE OF CANAL 43 FOR A DISTANCE OF 59.88 FEET; THENCE RUN N 89°08'14"E CONTINUING ALONG SAID RIGHT OF WAY LINE

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FOR A DISTANCE OF 38.75 FEET; THENCE RUN S 30°05'44"W ALONG THE CENTERLINE OF AN EXISTING DITCH FOR A DISTANCE OF 2075.84 FEET; THENCE RUN N 78°06'17"W FOR A DISTANCE OF 14.25 FEET; THENCE RUN S73°46'19"W FOR A DISTANCE OF 2228.16 FEET; THENCE RUN S 23°49'10" E FOR A DISTANCE OF 770.37 FEET; THENCE RUN N 69°03'56" W FOR A DISTANCE OF 1280.67 FEET; THENCE RUN S 88°44'38"W FOR A DISTANCE OF 2301.95 FEET; THENCE RUN S 89°50'52" W FOR A DISTANCE OF 151.39 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43; THENCE RUN N 55°49'14" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 183.74 FEET; THENCE RUN N 00°07'04" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 73.92 FEET; THENCE RUN N 55°05'34" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 3791.38 FEET; THENCE RUN S 34°43'01" E ALONG THE SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 200.09 FEET; THENCE RUN N 55°02'36"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 350.28 FEET; THENCE N 34°56'58"W ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 199.93 FEET; THENCE RUN N 55°05'53" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 1749.96 FEET; THENCE RUN N 74°05'26" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43 FOR A DISTANCE OF 470.96 FEET TO THE WEST LINE OF SAID SECTION 29 AND THE POINT OF BEGINNING.

and

DESCRIPTION OF TRACT "B"

A PARCEL OF LAND LYING WITHIN SECTION 28, 29, 32 AND 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST, ALL WITHIN GLADES COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 33, RUN S89°52'37"E, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 3321.79 FEET TO THE POINT OF BEGINNING; THENCE S07°47'40"E, A DISTANCE OF 2568.77 FEET; THENCE N89°45'35"W, A DISTANCE OF 3675.29 FEET TO THE WEST LINE OF SAID SECTION 33; THENCE N00°07'35" E, A DISTANCE OF 452.88 FEET; THENCE S89°47'28"E, A DISTANCE OF 400.38 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 4200.00 FEET AND A CENT'RAL ANGLE OF 14°42'00"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1077.56 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 700.00 FEET, AND A CENTRAL ANGLE OF 108°43'24", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1328.31 FEET; THENCE N 61°34'35" W ALONG A NON-TANGENT LINE A DISTANCE OF 678.66 FEET; THENCE N36°59'26"W, A DISTANCE OF 1198.44 FEET; THENCE N69°44'35"W, A DISTANCE OF 1809.44 FEET; THENCE N78°06'17"W, A DISTANCE OF 2176.99 FEET; THENCE N00°05'44"E A DISTANCE OF 1016.04 FEET TO THE SOUTHWEST CORNER OF A SPOIL PARCEL; THENCE N89°09'00"E, A DISTANCE OF 2653.36 FEET; THENCE N00°05'44"E, A DISTANCE OF 1344.48 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43; THENCE S73°30'08"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43, A DISTANCE OF 4871.83 FEET; THENCE S86°27'59"E, A DISTANCE OF 799.99 FEET; THENCE S07°40'00"E, A

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DISTANCE OF 289.29 FEET, THENCE N81°25'26"E, A DISTANCE OF 75.37 FEET; THENCE S07°47'40"E, A DISTANCE OF 2943.94 FEET, TO THE POINT OF BEGINNING.

and

DESCRIPTION OF TRACT "C"

A PARCEL OF LAND LYING WITHIN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST, ALL WITHIN GLADES COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST, RUN S89°52'37"E, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 3321.79 FEET TO THE WEST RIGHT-OF-WAY LINE OF A 200 FOOT WIDE DRAINAGE RIGHT-OF-WAY; THENCE S07°47'40"E, 2568.77 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE S 07°47'40"E ALONG SAID WEST LINE OF 200 FOOT CANAL RIGHT-OF-WAY FOR A DISTANCE OF 461.51 FEET; THENCE N89°50'45"W, 1062.87 FEET; THENCE S00°10'51"W, 332.13 FEET; THENCE S89°48'21"E, 1109.30 FEET; THENCE S07°47'40"E, 1960.73 FEET; THENCE S01°19'02"W, 12.32 FEET; THENCE N89°46'22"W, 330.37 FEET; THENCE N00°04'30"E, 9.85 FEET; THENCE N89°46'00"W, 700.72 FEET; THENCE S00°46'41"E, 9.69 FEET; THENCE N89°45'35"W, 3023.80 FEET; THENCE North 00°07'35"E, 2743.63 FEET; THENCE S89°45'35"E A DISTANCE OF OF 3675.29 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

FROM THE NORTHWEST CORNER OF SAID SECTION 33, RUN S00°06'51"W, ALONG THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 3991.10 FEET; THENCE S89°43'04"E, 1340.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°43'04"E, ALONG THE NORTH LINE OF LOT 20, BLOCK 14, "MAP OF SUBDIVISION OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST," AS RECORDED IN PLAT BOOK 2, PAGE 126, OF THE PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA, 1340.56 FEET; THENCE S00°07'24"W, ALONG THE EAST LINE OF LOT 20 AND LOT 19, BLOCK 14, OF SAID "MAP OF SUBDIVISION OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST," 664.81 FEET; THENCE N89°37'52"W, ALONG THE SOUTH LINE OF SAID LOT 19, A DISTANCE OF 1340.51 FEET; THENCE N00°07'07"E, ALONG THE WEST LINE OF SAID LOTS 19 AND 20, A DISTANCE OF 663.39 FEET TO THE POINT OF BEGINNING.

and

Parcel 2:

DESCRIPTION: TRACT 1700 E-1 REVISED

A TRACT OR PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 42 SOUTH, RANGE 30 EAST, GLADES COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF SAID SECTION 29, RUN S00°51'07"E

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ALONG THE WEST LINE OF SAID SECTION 29 FOR 469.39 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43; THENCE RUN N74°06'53"E ALONG SAID RIGHT OF WAY LINE FOR 186.36 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN N 74°06'53"E ALONG THE SOUTH RIGHT OF WAY LINE OF CANAL 43 FOR 607.63 FEET; THENCE RUN S 73°30'08"E CONTINUING ALONG SAID RIGHT OF WAY LINE FOR 2032.16 FEET; THENCE RUN S 00°05'44"W, PARALLEL WITH THE WEST LINE OF SAID PARCEL, FOR A DISTANCE OF 1344.48 FEET; THENCE RUN S89°09'00"W FOR 2653.36 FEET TO THE CENTERLINE OF SAID EXISTING CANAL; THENCE RUN N00°05'44"E ALONG THE CENTERLINE OF SAID CANAL A DISTANCE FOR 1689.80 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43; THENCE RUN N 89°08'14"E ALONG THE SOUTH RIGHT-OF-WAY FOR 121.11 FEET; THENCE N 00°51'00"W ALONG THE SOUTH RIGHT-OF-WAY OF CANAL 43 FOR 103.00 FEET TO THE POINT OF BEGINNING.

And

Parcel 3:

A PARCEL OF LAND LYING WITHIN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST, ALL WITHIN GLADES COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST, RUN S89°52'37"E, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 3321.79 FEET TO THE WEST RIGHT-OF-WAY LINE OF A 200 FOOT WIDE DRAINAGE RIGHT-OF-WAY; THENCE S07°47'15"E, 2568.77 FEET; THENCE N89°45'35" W A DISTANCE OF 3675.29 FEET TO THE WEST LINE OF SAID SECTION 33; THENCE N00°07'35"E ALONG SAID WEST SECTION LINE A DISTANCE OF 452.88 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE N00°07'35"E ALONG SAID SECTION LINE A DISTANCE OF 1935.45 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 94°35'50", THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1155.72 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 4200.00 FEET, A CENTRAL ANGLE OF 14°42'00", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1077.56 FEET; THENCE N89°47'28"W ALONG A NON-TANGENT LINE A DISTANCE OF 400.38 FEET TO THE POINT OF BEGINNING.

And

Parcel 4:

All of Section 25, Township 42 South, Range 30 East, Glades County, Florida, lying East of Canal C-3, and South of Canal C-43 (Caloosahatchee River)

And

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Parcel 5:

All of Section 36, Township 42 South, Range 30 East, Glades County, Florida, lying East and North of Canal C-3,

And

Parcel 6:

All of Section 30, Township 42 South, Range 31 East, Glades County, Florida, lying South of Canal C-43 (Caloosahatchee River)

And

Parcel 7:

Government Lots 4 and 5, and all unsurveyed lands South of Canal C-43 (Caloosahatchee River), Section 27, Township 42 South, Range 30 East, Glades County, Florida, LESS and Except railroad right of way, Less and Except Government rights of way, Less and except right of way for Canal 43 in O.R. Book 52, Page 925, and Less North Ortona Locks Road.

And

Parcel 8:

All of Section 30, Township 42 South, Range 31 East, Glades County, Florida, lying South of Canal C-43 (Caloosahatchee River)

And

Parcel 9:

All of Section 33, Township 42 South, Range 30 East, Glades County, Florida, lying East of Canal C-1, Less State Road 80.

And

Parcel 10:

All of Section 31, Township 42 South, Range 31 East, Glades County, Florida, Less State Road 80., Less that part in Order of Taking in O.R. Book 324, Page 657, and Less that part conveyed to Level 3 Communications, LLC in deed recorded in O.R. Book 186, Page 86

And

Parcel 11:

A tract of land lying in Section 29, Township 42 South, Range 31 East, Glades County, Florida, being more particularly described as follows:

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Beginning at the Southwest corner of said Section 29; Thence South 89° 55' 12" East (basis for bearings is the F.D.C. River Right-of-Way Map of Section 29), a distance of 1474.06 feet, to a point lying 130 feet Westerly of the West line of spoil easement MSA-50, as recorded in Official Records Book 63, Page 359, of the Public Records of Glades County, Florida; thence North 00° 10' 12" East, parallel to said West line, a distance of 1620.50 feet, to the South Right-of-Way line of the Caloosahatchee River Canal; Thence continue North 00° 10' 12" East, a distance of 175.03 feet more or less to the average high water line of said Canal; Thence along the meanders of said average high water line the following courses and distances; North 73°40' 00" West, a distance of 113.71 feet; North 61° 16' 15" West, a distance of 251.72 feet; North 53° 15' 11" West, a distance of 369.32 feet; North 52° 07' 04" West, a distance of 526.45 feet; North 62° 37' 28" West a distance of 246.38 feet; North 74° 38' 13" West a distance of 241.41 feet, to the West line of said Section 29, Thence South 00° 32' 49" East along said Section line, a distance of 104.28 feet more or less, to the South Right-of-Way line of said Caloosahatchee River Canal; Thence continue South 00° 32' 49" East, along said Section line, a distance of 1630.95 feet to a Government meander corner; thence South 00° 11' 24" West, along said Section line, a distance of 932.75 feet to the Point of Beginning.

Inst: 202226013615 Date: 10/17/2022 Time: 11:01AM
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Hendry, County, By: DH
Deputy Clerk

NOTICE OF COMMENCEMENT

STATE OF FLORIDA, COUNTY OF HENDRY PERMIT #:

The undersigned hereby gives notice that improvements will be made to certain real property, and in accordance with Section 713.13 of the Florida Statutes, the following information is stated in this Notice of Commencement:

Legal Description of Property:
Strap #: Labelle Blk 92 Exc S 15 Ft Street Address: 250 E. Cowboy Way
Owner: Ferguson-House Farms Inc
Address: PO Box 014739, Miami FL 33101

Interest in Property: _____
Name and address of fee simple titleholder (if other than the Owner): _____

Description of Improvements: Complete demolition of two mobil homes

Contractor – name and address: Triple D Land Clearing and Development, LLC
4001 Oak Haven Dr Labelle FL 33935

Phone: 863 673 8382

Surety – name and address: _____

Phone: _____ Amount of bond: _____

Name and address of Lender: _____

Persons with the State of Florida designated by owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7, Florida Statutes (name and address):

Phone: _____ Fax: _____

In addition to himself, Owner designates _____ to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes. Phone: _____

Expiration date of Notice of Commencement (the expiration date is 1 year from the date of recording unless a different date is specified): _____

WARNING TO OWNER. ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

_____
Owner or Owner's Authorized Agent

The foregoing instrument was acknowledged before me this 14 day of October, 2022 by _____
Virginia Vasquez as contractor for permit, who is personally known to me or produced FL DL# [redacted] as identification.

_____
Notary Public

(Seal)
ALMA SALAS
Notary Public - State of Florida
Commission # HH 160208
My Comm. Expires Sep 6, 2025
Bonded through National Notary Assn.

Verification pursuant to Section 92.525, Florida Statutes. Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

_____
Owner or Owner's Authorized Agent

Inst. Number: 202226014189 Book: 1037 Page: 1742 Page 1 of 1 Date: 11/1/2022 Time: 2:46 PM
Kimberley Barrineau Clerk of Courts, Hendry County, Florida

NOTICE OF COMMENCEMENT

STATE OF FLORIDA, COUNTY OF HENDRY PERMIT #: 22-00245

The undersigned hereby gives notice that improvements will be made to certain real property, and in accordance with Section 713.13 of the Florida Statutes, the following information is stated in this Notice of Commencement:

Legal Description of Property:
Strap #: 2-29-43-01-010-0092-001.0 Street Address: 250 E. Cowboy Way La Belle Fl. 33935
Owner: Ferguson-House Farms Inc.
Address: PO Box 014739 Miami, FL 33101

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Hendry, County, By: DH
Deputy Clerk

Interest in Property: 250 E Cowboy Way
Name and address of fee simple titleholder (if other than the Owner): N/A

Description of Improvements: adding 2 modular units

Contractor – name and address: Steven C. Johnson 18201 Sandy Pines Cir. N. Fort Myers FL.33917

Phone: 941-250-6886

Surety – name and address: N/A

Phone: Amount of bond:

Name and address of Lender: N/A

Persons with the State of Florida designated by owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7, Florida Statutes (name and address):
N/A

Phone: Fax:

In addition to himself, Owner designates N/A to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes. Phone:

Expiration date of Notice of Commencement (the expiration date is 1 year from the date of recording unless a different date is specified):

WARNING TO OWNER. ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Owner or Owner's Authorized Agent

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarizations, this 31st day of October, 20 22, by Dwayne House as agent for PLMT, who is personally known to me or produced as identification.

Notary Public State of Florida
Rebekah Berth
My Commission HH 019467
Expires 07/08/2024 (seal)

Notary Public Rebekah Berth 10/31/22

Verification pursuant to Section 92.525, Florida Statutes.
Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

Owner or Owner's Authorized Agent

THIS INDENTURE, Made and executed this 6th day of March, 1942, by and between W. B. HENRY and LOIS H. HENRY, husband and wife, of La Belle, Hendry County, Florida, and MRS. NILA HENRY, unmarried, of Tampa, Hillsborough County, Florida, hereinafter referred to as first parties, and JOE A. HILLIARD and WITMUTH Y. HILLIARD, husband and wife, of Clewiston, Hendry County, Florida, and MARLIN W. HILLIARD, unmarried, of La Belle, Hendry County, Florida, all hereinafter referred to as second parties, and ALICO LAND DEVELOPMENT COMPANY, a Florida Corporation, with principal office at Jacksonville, Duval County, Florida, hereinafter referred to as third party;

WHEREAS, the parties hereto are desirous of jointly constructing, operating and maintaining a system of drainage canals and protective dikes as hereinafter described, and shown on attached map, Exhibit A, and made a part hereof, which will serve to drain and discharge excess waters from lands owned by the aforesaid parties, and

WHEREAS, first parties are the owners of the lands described and referred to in Paragraph 1 hereafter; and

WHEREAS, second parties are the owners of lands described and referred to in Paragraphs 2 and 3 hereafter; and

WHEREAS, third party is the owner of the lands described and referred to in Paragraph 4 hereafter.

WITNESSETH THEREFORE, that for and in consideration of the mutual benefits which will flow to each of the parties hereto and accrue to the lands served by the drainage canals, control structures, bridges, grade crossings, and protective dikes constructed hereunder and as hereinafter described, and other good and valuable considerations, including the promises, covenants, and conditions herein set forth, the parties hereto mutually covenant and agree as follows, to wit:

(1) First parties do hereby grant, give, transfer and convey unto the

second and third parties a right of way easement, together with the right to locate, construct, operate and maintain that portion of drainage canals, designated as canals number 1, 2, and 3, and that portion of protective dike designated as dike number 1, in, on, and over their lands described as follows, to wit:

Canal No. 1 - A 125' R/W lying in Sections 3, 10 and 15, Township 43 South, Range 30 East, Hendry County, Florida, being 80' westerly and 45' easterly of a center line described as beginning 752.53 feet east of the NW corner of said Section 3, thence south 0° 04' 07" east 2,013.3 feet, thence south 04° 21' 53" west 4,635.55 feet, thence south 2° 57' 07" east 1,640.30 feet to beginning of a curve concave to the northeast, having a central angle of 61° 13' with a radius of 1,145 feet, thence 108.30 feet along said curve to end of curve, thence south 64° 10' 07" east 112.95' to the west R/W line of the ACLRR less that part lying within the R/W of S. R. #80.

Also: A strip of land 100' wide lying adjacent to and parallel with the east R/W line of the ACLRR in Sections 15, 16, 21, 28, 29, Township 43 South, Range 30 East, Hendry County, Florida, beginning on the south boundary of Section 29 and running northeasterly 15,992'.

A 160' R/W lying in Sections 28 and 33, Township 42 South, Range 30 East, Glades County, Florida, being 100' west and 60' east of a center line described as beginning 1,208.63' west of the southeast corner of said Section 33, thence north 0° 04' 07" west 226.7 feet; thence north 8° 47' 07" west approximately 8,500 feet to the south R/W line of the Caloosahatchee Canal, less that part lying within the R/W of S. R. #80.

Canal No. 2 - A 150' right of way through Sections 2, 11, 14, 15, 22 and 27, Township 43 South, Range 30 East, Hendry County, Florida, being 75' each side of a center line described as follows: Beginning at a point 2,072.38 feet north 89° 54' 08" east and 50 feet south 1° 06' east of the northwest corner of Section 2, Township 43 South, Range 30 East, thence south 1° 06' east a distance of 599.1 feet, thence south 11° 03' west a distance of 9,700.1 feet, thence south 24° 38' west a distance of 4,568.3 feet, thence south 15° 50' west a distance of 8,629.4 feet, thence south 23° 12' west a distance of 50.9 feet to a point on the south boundary of Section 27, said point being 726.7 feet east of the southwest corner of Section 27.

FILED IN OFFICIAL RECORDS
HENDRY COUNTY, FLORIDA
10:54 A - 9 MAR '62
DOROTHY CHANEY
CLERK CIRCUIT COURT
44896
RECORDED

A 170' R/W lying in Sections 26, 27, 34 and 35, Township 42 South, Range 30 East, Glades County, Florida, being 85' east and 85' west of a center line described as beginning 74.79' east of the southwest corner of said Section 35, thence north 7° 12' 52" west 425.5 feet, thence north 0° 05' 52" west 6,344.9 feet, thence north 24° 45' 52" west 120.2 feet, thence north 49° 45' 52" west 131 feet to the south boundary of the U. S. E. B. Ortona Lock reservation, less that part lying within the R/W of S. R. #80.

Canal No. 3 - A 150' right of way through Sections 6, 7, 18, 19, 20, 29, 30, 31 and 32, Township 43 South, Range 31 East, Hendry County, Florida, being 115' easterly and 45' westerly of a center line described as follows: Beginning at a point 2,090.5' east of the northwest corner of Section 6, Township 43 South, Range 31 East, thence south 11° 08' 04" west 2,111.1 feet, thence south 10° 42' 04" west 2,337.75 feet, thence south 2° 24' 16" east, 511.37', thence south 14° 36' 46" east 357.08 feet, thence south 26° 33' 16" east 4,698.9 feet, thence south 24° 55' 46" east 2,191.8 feet, thence south 45° 59' 46" east 942.7 feet, thence south 42° 18' 46" east 611.18 feet, thence south 37° 28' 46" east 318.9% feet to beginning of a curve concave to the southwesterly having a central angle of 35° 45' 20" with a radius of 436.28 feet, thence along said curve 272.77 feet to end of curve; thence south 1° 39' 26" east, parallel to the west boundary of Sections 20, 29 and 32, Township 43 South, Range 31 East, 13,305.46 feet to the south boundary of Section 32, Township 43 South, Range 31 East, less that part lying within right of way of S. R. #80.

A 170' R/W lying in Sections 25 and 36, Township 42 South, Range 30 East, and Section 31, Township 42 South, Range 31 East, Glades, County, Florida, being 170' westerly of a line described as beginning 103.2' east of the southwest corner of said Section 31, thence north 0° 49' 34" east 3,385.39' to beginning of a curve concave to the west, having a central angle of 47° 31' with a radius of 2,292.01', thence northerly along said curve 1,900.81 feet to end of curve, thence north 46° 41' 26" west 1,581.7 feet; thence north 21° 46' 26" west approximately 2,900 feet to the south R/W line of the Caloosahatchee canal, lessthat part lying within R/W of S. R. #80.

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Dike No. 1 - The south 60 feet of Sections 35 and 36, Township 43 South, Range 30 East; also the south 60 feet of Sections 31 and 32, Township 43 South, Range 31 East, Hendry County, Florida.

(2) The second parties do hereby grant, give, transfer and convey unto the first and third parties, a right of way easement, together with the right to locate, construct, operate and maintain that portion of protective dike number 1, in, on and over their lands, described as follows, to wit:

Dike No. 1 - The north 125 feet of Sections 32 east of ACL RR, 33 and 34; also the east 125 feet of Section 34, all in Township 43 South, Range 30 East, also the north 50 feet of Sections 1 and 2, and the east 125' of the north 50' of Section 3, Township 44 South, Range 30 East, and the north 50 feet of Sections 5 and 6, Township 44 South, Range 31 East, all in Hendry County, Florida.

(3) The second parties also do hereby grant, transfer and convey unto the third party a right of way easement, together with the right to locate, construct, operate and maintain that portion of drainage canals designated as numbers 1, 2, and 3 and protective dike number 2, in, on and over their lands described as follows, to wit:

Canal No. 1 - A strip of land 100' wide lying in Section 32, Township 43 South, Range 30 East, Sections 5, 6, 7 and 18, Township 44 South, Range 30 East, and Section 13, Township 44 South, Range 29 East, Hendry County, Florida, beginning at the north boundary of said Section 32 and running southwesterly adjacent to and parallel with the east R/W line of the ACL RR 23,778.2 feet to south boundary of said Section 13.

Canal No. 2 - A 150' right of way through Sections 33 and 34, Township 43 South, Range 30 East, Sections 4, 8, 9, 16 and 17, Township 44 South, Range 30 East, Hendry County, Florida, being 75' each side of a center line, described as follows: Beginning at a point on the north boundary of Section 34, Township 43 South, Range 30 East, 726.7 feet east of the NW corner of said Section 34, thence south 23° 12' west a distance of 5,276.9 feet, thence south 25° 56' west a distance of 8,218.0 feet to a point 50 feet east and 1,502.4 feet south of the NW corner of Section 9, Township 44 South, Range 30 East, thence south 2° 32' east and parallel to the west boundary of said Section 9 a distance of 3,915.7 feet, thence south 1° 18' east and parallel to the west boundary of Section 16 a distance of 5,413.4 feet to a point on the south boundary of Section 16 50 feet east of the SW corner, subject to easement of Florida Power and Light Company.

Canal No. 3 - A 150' R/W lying in Sections 5, 6, 7, 8, 17, 18, Township 44 South, Range 31 East, Hendry County, Florida, being 75' each side of a center line described as follows: Beginning at a point 40' east of the NW corner of said Section 5, thence south parallel to the west boundary of Sections 5 and 8 to the south boundary of Section 8; thence southwesterly to the SW corner of Section 17.
Also: The west 75' of Sections 20, 29 and 32, Township 44 South, Range 31 East, Hendry County, Florida, subject to easement of Florida Power and Light Company and less that part lying within R/W of S. R. No. 832.

Dike No. 2 - The south 62.5 feet of Section 13, Township 44 South, Range 29 East, east of ACL RR, the south 62.5 feet of Sections 13, 14, 15, 16, 17, and 18, Township 44 South, Range 30 East, and the south 62.5 feet of Section 18, Township 44 South, Range 31 East, all in Hendry County, Florida.

(4) The third party does hereby grant, give, transfer and convey unto the second party a right of way easement, together with the right to locate, construct, operate and maintain that portion of canal number 3 and protective dike number 2 in, on, and over its lands described as follows, to wit:

Canal No. 3 - The east 75 feet of Sections 19, 30 and 31, Township 44 South, Range 31 East, Hendry County, Florida, less that part lying within R/W of S. R. No. 832.

Dike No. 2 - The north 62.5 feet of Section 24, Township 44 South, Range 29 East, east of ACL RR, the north 62.5 feet of Sections 19, 20, 21, 22, 23 and 24, Township 44 South, Range 30 East, and the north 62.5 feet of Section 19, Township 44 South, Range 31 East, Hendry County, Florida.

The parties hereto further mutually covenant and agree as follows, to wit:

(a) That each party hereto, and their employees, servants, agents, contractors and sub-contractors, shall have the right of ingress and egress in, over and through land hereinabove described and through which said proposed canals and protective dikes pass, for the purpose of locating, constructing, operating and maintaining said drainage canals, control structures and protective dikes. Further, it is expressly agreed and understood that the

Bk 56 PAGE 401

lands covered herein will be used for and only for the purpose of constructing, operating and maintaining said drainage canals, control structures and protective dikes, and neither party hereto shall authorize any entry upon said lands for any other purpose, or suffer any other person, firm. or corporation to use said lands for any other purpose.

(b) In order that first and second parties may cross said canals with such equipment, materials and animals as they now use or may use in connection with farming, ranching, or any other operations conducted on their lands, bridges and/or grade crossings shall be constructed and maintained as follows:

One wooden bridge on Canal Number 1 in Section 16, Township 43 South, Range 30 East.

One Grade crossing with metal culverts on Canal Number 2 in Section 14, Township 43 South, Range 30 East.

One grade crossing with metal culverts on Canal Number 3 in Section 18, Township 43 South, Range 31 East.

One grade crossing with metal culverts on Canal Number 2 in Section 9, Township 44 South, Range 30 East.

One grade crossing with metal culverts on Canal Number 3 in Section 8, Township 44 South, Range 31 East.

The construction costs of bridges and/or grade crossings as set forth above shall be borne on the following basis: All costs of construction on the lands of the first parties shall be shared equally by the parties hereto, with the construction costs of those on the lands of the second parties being shared equally by second and third parties.

(c) In addition to bridges and/or grade crossings designated above, first parties shall have the right to install bridges and/or grade crossings across said canals, or to construct waterways into those portions of the canals passing through their lands, for the purpose of permitting water to be discharged from adjacent lands into said canals. Likewise, second parties shall

have the right to install bridges and/or grade crossings across said canals or to construct waterways into those portions of said canals passing through their land, for the purpose of permitting water to be discharged from adjacent lands into said canals. In either case, the parties not involved in the construction of any bridges and/or grade crossings other than those specifically designated under above clause (b) shall not be responsible for the cost of construction, operation or maintenance thereof. It is further agreed and understood that all such bridges grade crossings or waterways installed on or into said canals under this provision shall be of such capacity, design and construction as mutually agreed upon by the parties hereto.

(d) Since the Caloosahatchee River is subject to overflowing from time to time during periods of abnormally heavy rainfall, there will be times when the first parties will be unable to accommodate the flow of water from lands of the second and third parties onto its property, therefore, adequate control structures shall be installed and maintained at points where said canals enter the south boundary of the lands of the first parties, so that the flow of water into said canals from lands of second and third parties may be alowed or stopped during such times as the Caloosahatchee River is overflowing on lands of first parties. Likewise, control structures shall be installed at points where said canals enter the south boundary of the lands of the second parties so that the flow of water may be stopped from flowing from lands of the third party onto the lands of the second parties at such times that it cannot be discharged across the lands of the first parties.

(e) In order that the flow of water may be effectively controlled by such control structures, protective dikes shall be constructed on and along the south and west boundaries of the lands of the first parties, heretofore designated and described as dike number 2.

(f) Since it may not be desirable that water be continuously discharged through aforesaid canals during periods of dry weather, in addition to those control structures mentioned under (d) above, a control structure shall be installed and maintained on lands of the first parties in Section 33, Township 42 South, Range 30 East, on Canal Number 1, and in Section 26, Township 42 South, Range 30 East, on Canal Number 2 and in Section 25, Township 42 South, Range 30 East, on Canal Number 3, so that the flow of water through said canals may be reduced during periods of dry weather.

(g) The construction costs of canals, control structures and protective dikes constructed under this agreement shall be borne on the following basis: First parties shall bear 20% of the construction costs on that portion of said canals and control structures on and passing through their lands and 20% of the construction cost of protective dike #1, and control structures at points where said canals enter lands of first parties, with the remaining 80% of all such costs being shared equally by the second and third parties. Further, cost of constructing that portion of the canals passing through lands of the second parties, control structures at points where said canals enter the lands and protective dike #2 shall be shared equally by second and third parties.

(h) Maintenance costs of said canals, control structures, bridges, grade crossings and protective dikes shall be borne by the parties hereto on the same basis as the construction costs as set forth under (b) and (g) above. Further, the parties hereto, or their duly authorized representatives shall meet in La Belle, Florida, during the month of November of each year (the meeting place, time and date to be set by the parties hereto from year to year) for the purpose of setting up a maintenance program to be carried out during the calendar year immediately following and for decision on any other matters relating to this agreement.

(i) All easements and rights granted hereunder are and shall be perpetual until and unless cancelled or modified by all the parties by recorded document.

(j) The construction of such canals, control structures, protective dikes, bridges and/or grade crossings as provided herein shall be completed on the lands of the first parties on or before June 20, 1962 and in the lands of the second parties on or before June 20, 1963, unless prohibited or impossible because of acts of God or matters beyond reasonable control of the parties.

(k) This Agreement cancels and supersedes Memorandum of Agreement by and between the parties hereto, dated June 20, 1959, relating to the construction, operation and maintenance of canals or a system of canals on, over and across lands owned by first and second parties as described therein. Third party herein has now succeeded to all right, title and interest of The Atlantic Land and Improvement Company in said agreement.

(l) This Agreement shall be binding on the parties, their heirs, devisees, successors and assigns.

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

W. B. Barron

Witnesses as to First Parties:

Lois H. Barron

Augusta Pyatt

Nancy C. O'Bannon

Lois H. Barron

Ella H. Hendry

By: W. B. Barron
W. B. Barron, Attorney-in-Fact
FIRST PARTIES

Witnesses as to Second Parties:

Joe A. Hilliard

Wilmuth Y. Hilliard

Marlin W. Hilliard
SECOND PARTIES

Witnesses as to Third Party:

ALLIED LAND DEVELOPMENT COMPANY

By: _____ President

Attest: _____ Secretary

THIRD PARTIES

STATE OF FLORIDA

COUNTY OF HENDRY

I hereby certify that on this 9th day of March 1962, before me personally appeared W. B. BARRON, LOIS H. BARRON, his wife, and W. B. Barron as Attorney-in-Fact for ELLA E. HENDRY, to me known to be the persons described in and who executed the foregoing Agreement and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

Witness my signature and official seal at La Belle, in the County of Hendry and State of Florida, the day and year last aforesaid.

My Commission Expires: 9/11/64

Notary Public

STATE OF FLORIDA

COUNTY OF HENDRY

I hereby certify that on this 9th day of March 1962, before me personally appeared JOE A. HILLIARD, WILMUTH Y. HILLIARD, his wife, and MARLIN W. HILLIARD, unmarried, to me known to be the persons described in and who executed the foregoing Agreement and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

Witness my signature and official seal at La Belle, in the County of Hendry and State of Florida, the day and year last aforesaid.

My Commission Expires: 9/11/64

Notary Public

STATE OF FLORIDA

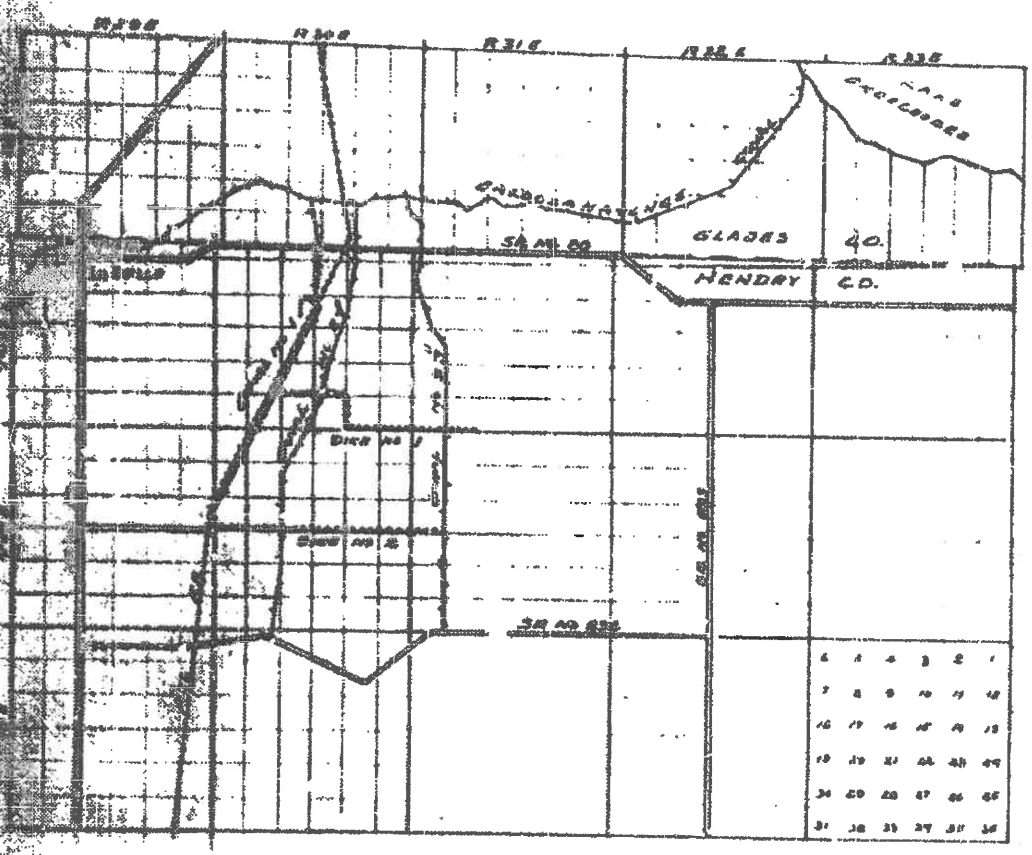
COUNTY OF HENDRY

I hereby certify that on this 9th day of March 1962, before me personally appeared J. R. SPRATT and GLORIA B. ALLEN, President and Secretary, respectively, of the ALICO LAND DEVELOPMENT COMPANY, a corporation under the laws of the State of Florida, to me known to be persons described in and who executed the foregoing Agreement and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness my signature and official seal at La Belle, in the County of Hendry, and State of Florida, the day and year last aforesaid.

My Commission Expires: 9/11/64

Notary Public



BARRON HILLIARD ALICO
COOPERATIVE DRAINAGE PLAN

OCT 11, 1961

IN THE COUNT OF COUNTY JUDGE'S COURT OF GLADES COUNTY, FLORIDA

IN RE: Estate of Robert E. Lee Smith)

Deceased)

PETITION FOR ORDER OF ADMINISTRATION UNNECESSARY

I

Come now Maggie Smith, widow of Robert E. Lee Smith, who was commonly called and known as R. E. L. Smith, and Willie Mae Smith Langdale, who is the only child of R. E. L. Smith, deceased, and who is commonly called and known as Willie Mae Langdale / joined by her husband Raiford Langdale, and they now ever and report unto the Court that on the 23rd day of May, 19[illegible], R. E. L. Smith died intestate in Palm Beach County, Florida, and was at the time of his death and had been a resident of Glades County for many years continuously next prior to his death. That the respective names and residences of the surviving spouses and heirs of said R. E. L. Smith are as follows:

Maggie Smith, surviving spouse, Moore Haven, Florida
Willie Mae Smith Langdale, Winter Haven, Florida

Other than the widow and daughter above described, the said decedent R. E. L. Smith left, his surviving, no children or descendants or child or children of deceased child except as above named.

II

Petitioners further state that at the time of his death, the said R. E. L. Smith was seized and possessed of the following described property to wit:

a. Approximate net balance in a checking account with First Bank of Clewiston at Clewiston, Florida - - - - - - - - - $ 584.30

b. Lots 16, 17, 18, 19, 20 in Block 370 of Clewiston in Hendry County, Florida, according to the recorded plat and revised plat of Clewiston on file and record in the Public Records of Hendry County, together with improvements thereon - - - - $ 4,000.00

III

Prior to his death, the said R. E. L. Smith had some interest in approximately 2½ Lots with a small dwelling thereon in Block 175 of the City or townsite of Moore Haven in Glades County, according to recorded maps or plats thereof of the approximate value of - - - - - - - - - $ 2,400.00

together with a fish camp in Glades County, Florida, known as the R. E. L. Smith Camp, East of State Highway 27 and South of the Lorida [illegible] included small supplies together with a trailer, six outboard motors and ten good or usable boats, including one stainless steel and two aluminum all of which camp equipment less few personal effects of Maggie Smith, but including Good Will is of the approximate value of [illegible] which property above described in this paragraph is not a part of his estate, because the same was held and owned by the said R. E. L. Smith and the said Maggie Smith, husband and wife, as an estate by the entirety.

IV

The said R. E. L. Smith left no other property, real or personal, within the State of Florida of any substantial value and none is known to these affiants.

V

There are no creditors of said R. E. L. Smith or debts owing by him either within or without the State of Florida.

VI

Petitioners have made amicable agreement among themselves as to the distribution of all property of said R. E. L. Smith as described in Paragraph II hereinabove set forth, and have agreed that all of said property be distributed to Maggie Smith as her sole property absolutely as to real and personal and a fee simple as to realty and such full and complete ownership is confirmed by execution of this petition which affirms the agreement aforesaid.

VII

Petitioners further aver and allege that the total property belonging to said estate is as described above in Paragraph II is less than $5,000.00, including that specifically above described and other unknown property that may belong to him, which does not have any large value.

Each of them is over the age of 21 years and each is sui juris.

Wherefore, petitioners pray that the Court enter its order finding that administration in this matter is unnecessary, and that Maggie Smith is entitled to all the non-exempt property above described, and that the Court enter and make all orders which may be necessary and proper in the premises.

Willie Mae Smith Langdale
Raiford Langdale
Maggie Smith

STATE OF FLORIDA)
COUNTY OF GLADES)

Maggie Smith, being duly sworn upon her oath, states that she has read the above and foregoing petition and that the facts therein contained are true and correct to the best of her knowledge, information and belief.

Maggie Smith

Subscribed and sworn to before me this 29th day of August, 1953.
My Commission expires:

Notary Public
Ex-Officio Clerk

STATE OF FLORIDA)
COUNTY OF GLADES)

Willie Mae Langdale and Raiford Langdale, husband and wife, being first duly sworn upon their oaths, state that they have read the above and foregoing petition and that the facts therein contained are true and correct to the best of their knowledge, information and belief.

Subscribed and sworn to before me this 29th day of August 1953.
My Commission expires:

Notary Public
Ex-Officio Clerk

FILED IN THE OFFICE OF THE
COUNTY JUDGE OF GLADES COUNTY, FLORIDA
December 2, 1953
AT — O'CLOCK — M.
AND RECORDED IN BOOK 1
RECORD OF Probate Minutes
ON PAGE 196 to 198, inclusive.
J. M. Cone
COUNTY JUDGE
BY M. A. Douglas, D.C.

RECORD VERIFIED

FILED IN OFFICIAL RECORDS
HENDRY COUNTY, FLORIDA
11:15 A - 9 MAR '62
CORO: [illegible] CLARK
CLERK CIRCUIT COURT

44897

INDEXED

RECORDED IN OFFICIAL RECORDS
HENDRY COUNTY, FLORIDA

1972 AUG 23 AM 11:43

72 2794 CLERK CIRCUIT COURTS

BOOK 154 PAGE 96

INDEXED

CLARIFICATION AND MODIFICATION OF EXISTING DRAINAGE EASEMENT AGREEMENT

THIS AGREEMENT entered into this 22nd day of November, 1971, by and between W. B. BARRON and LOIS H. BARRON, husband and wife, hereinafter referred to as BARRON; JOE A. HILLIARD and WILMUTH Y. HILLIARD, husband and wife, and MARLIN W. HILLIARD, hereinafter jointly referred to as HILLIARD; ALICO LAND DEVELOPMENT COMPANY, a Florida corporation, hereinafter referred to as ALICO; and GERBER GROVES WATER CONTROL DISTRICT, a drainage district in Hendry County, Florida, created under Chapter 298, Florida Statutes, hereinafter referred to as GERBER.

WITNESSETH, That:

WHEREAS, BARRON, together with ELLA HENDRY, as first parties, HILLIARD as second parties, and ALICO as third party, did heretofore enter into a certain drainage easement agreement dated March 9, 1962, and filed of record in O.R. Book 56, at Page 396 of the public records of Hendry County, Florida, and O.R. BOok 26, at Page 492 of the public records of Glades County, Florida; said drainage easement agreement being hereinafter referred to as "ORIGINAL AGREEMENT"; and

WHEREAS, the aforementioned ELLA HENDRY has since become deceased, and her property, insofar as this agreement is concerned is presently vested in her daughter, LOIS H. BARRON, referred to above; and

WHEREAS, the canals, dikes, control structures and similar improvements contemplated by the ORIGINAL AGREEMENT have been fully constructed and completed, and have been in use for several years heretofore, all to the full and complete satisfaction of the parties to said ORIGINAL AGREEMENT; and

WHEREAS, the said canals have since been put to use of irrigation by oral or parol understandings between the parties; and

Drainage Easement Agreement
For Assignment of this Mortgage see Book No. 2
page 134
Done this 1st day of March, A.D. 19 73
Charlotte R. Williamson
Clerk Circuit Court
By: Amanda Hay D.C.

THIS INSTRUMENT WAS PREPARED BY:
LLOYD G. HENDRY, Attorney at Law
2100 SECOND STREET, FORT MYERS, FLORIDA 33902

HENDERSON, FRANKLIN, STARNES & HOLT, P. O. BOX 280, FORT MYERS, FLORIDA 33902

WHEREAS, HILLIARD, subsequent to the date of the ORIGINAL AGREEMENT, did sell a portion of his lands being serviced by said canals, which lands are now included in the GERBER GROVES WATER CONTROL DISTRICT; and

WHEREAS, the parties hereto recognize the likelihood that other sales may be made in the future by some or all of the parties with respect to all or substantial portions of the lands owned by them and serviced by said canals, so that, from time to time, the ownership of the original large tracts of land involved may become divided and fragmented so that title will become vested in numerous ownerships; and

WHEREAS, the parties hereto are mindful of the complications and difficulties which could conceivably arise under such a divided and fragmented situation, and they desire to clarify the ORIGINAL AGREEMENT in order to guard against and protect existing and future ownerships against such complexities and contingencies insofar as it is possible to do so.

NOW, THEREFORE, in consideration of the premises, and the mutual obligations and promises hereinafter set forth, as well as other good and valuable considerations, all of the parties hereto have agreed as follows:

1. LANDS INVOLVED:

Inasmuch as the ORIGINAL AGREEMENT did not specifically describe the actual lands which would enjoy the benefits as well as the burdens of the drainage works described therein, it is understood and agreed as follows:

(a) Lands of BARRON are particularly described in Exhibit "A" attached hereto and made a part hereof.

(b) Lands of HILLIARD are described in Exhibit "B" attached hereto and made a part hereof.

(c) Lands of ALICO are described in Exhibit "C" attached hereto and made a part hereof.

(d) The GERBER lands are described in Exhibit "D" attached hereto and made a part hereof.

2. PURPOSE:

The ORIGINAL AGREEMENT contemplated drainage of the respective properties as an incident to agricultural use thereof. The parties hereto anticipate that substantial portions of the lands involved may be used for residential, commercial and other purposes other than agricultural, and therefore, agree that such uses are consistent with the tenor and purposes of this agreement.

3. DRAINAGE SYSTEM:

Depicted on Exhibit "E" attached hereto and made a part hereof, are three (3) canals numbered 1, 2 and 3, respectively, extending Southward from the Caloosahatchee River Canal through the properties of the respective parties as shown on said Exhibit "E", said canals are hereinafter sometimes referred to as the "SYSTEM".

Also part of the SYSTEM is an East-West canal situated on the boundary of the HILLIARD and BARRON property and the GERBER tract and the BARRON tract immediately South of Dike No. 1 where the dike runs East and West and immediately West of Dike No. 1 where the dike runs North and South. Such dike is referred to in the original drainage agreement.

Also included as part of the SYSTEM is the canal located immediately Southerly of Dike No. 2, running East and West, as described in the original agreement.

Also depicted on said Exhibit "E" is a canal designated as Canal No. 4, extending from Canal No. 3 on the East in a Westerly direction to the GERBER lands described in Exhibit "D". Said Canal No. 4 is wholly owned by BARRON and is expressly excluded from the SYSTEM which consists of Canals Nos. 1, 2 and 3, and the canals contiguous to Dike No. 1 and Dike No. 2, and the said dikes.

4. DISTRIBUTION OF MAINTENANCE COSTS:

(a) As to that portion of the SYSTEM existing on BARRON property, maintenance costs shall be payable as follows:

(1) As to Canal No. 1 - 20% by BARRON, 40% by GERBER and 40% by ALICO.

(2) As to Canal No. 2 - 20% by BARRON, 10% by HILLIARD, 35% by GERBER and 35% by ALICO.

(3) As to Canal No. 3 - 20% by BARRON, 35% by HILLIARD, 35% by ALICO and 10% by GERBER.

(b) As to that portion of the SYSTEM known as Dike No. 1, and the canal immediately contiguous thereto, the maintenance costs shall be payable 33-1/3% by HILLIARD, 33-1/3% by GERBER and 33-1/3% by ALICO.

(c) As to that portion of the SYSTEM known as Dike No. 2 and the canal immediately contiguous thereto, the maintenance costs thereof shall be payable 33 1/3% by ALICO, 33 1/3% by HILLIARD and 33 1/3% by GERBER.

(d) As to those portions of Canal No. 1 and Canal No 2 which cross the GERBER lands, the maintenance costs shall be payable 50% by GERBER and 50% by ALICO.

(e) As to those portions of Canal No. 1 and Canal No. 2 which cross the ALICO lands, the maintenance costs shall be payable 100% by ALICO.

(f) As to that portion of Canal No. 3 running from State Road No. 832 North to the South boundary of the BARRON lands, the maintenance costs shall be payable 50% by HILLIARD and 50% by ALICO. As to that part of Canal No. 3 extending South of said State Road No. 832, the maintenance costs shall be borne 100% by ALICO.

(g) The SYSTEM maintenance contemplated by the parties is the removal of shoals which might occur in the canals, and the removal of hyacinths and other vegetation, from time to time, which may tend to retard the flow of water in the canals, and for the maintenance and repair of said canals and existing structures constituting a portion of said canals,

(h) As to the basic SYSTEM maintenance described herein, the charge for maintenance under the formula set forth above

was a personum obligation and did not constitute a charge or lien against the lands benefited; and no purchaser of all or any portion of the lands benefited or burdened need inquire into or require proof of payment of such prior maintenance charge.

5. IRRIGATION:

From time to time in the past several years, BARRON has granted permission for water to be channeled by HILLIARD and GERBER from the Caloosahatchee River through Canal No. 3 of the SYSTEM and caused to backflow Southward via said Canal No. 3 by the use of certain pumps presently situated in Canal No. 3, thereby permitting certain lands owned by HILLIARD and GERBER to enjoy the fruits and benefits of irrigation during dry periods. All of the parties understand and agree that such irrigation use was not permitted or contemplated by the ORIGINAL AGREEMENT between the parties, and that subsequent license or permission by BARRON did not, in any manner, subject the BARRON lands to any additional burden or easement in favor of HILLIARD or GERBER; that any license or permission as to irrigation granted by BARRON was oral, temporary and subject to termination at any time at the sole discretion of BARRON and without cause; no vested right having accrued to the lands of HILLIARD, GERBER or ALICO by reason of such oral license or permission. It is also expressly understood and agreed by all parties to this agreement that the prior installation of any pump or pumps within the SYSTEM, as well as within Canal No. 4, aforementioned, was similarly based on oral permission or license by BARRON, said license or permission by BARRON being subject to termination at the sole discretion of BARRON at any time and without cause and without any vested right thereto accruing to the lands of either HILLIARD, GERBER or ALICO. Unless hereafter set forth in writing by the interested parties, the foregoing provisions concerning irrigation represents the only agreement with respect to irrigation.

6. OWNERS USE OF EASEMENT AREAS AND GOVERNMENTAL REGULATIONS:

Each property owner has unlimited and unrestricted

access across the easement areas wherever they exist upon his own lands, including the right to construct bridges or culverts for roadways, crossings, or utility lines, or similar facilities across such canals at his own expense; such improvements (bridges, culverts, etc.) shall be designed according to good engineering practice in order to minimize the effects on the flow of drainage intended by this agreement. Maintenance expenses incurred or created by reason of the construction of such improvements shall be the sole responsibility of the party making the improvement.

All parties hereto understand and agree that any right to obtain water from or discharge water into the Caloosahatchee River by means of the SYSTEM is or could be subject to regulations and control by the U. S. Corps of Engineers, the Central and Southern Florida Flood Control District, and other governmental units or authorities.

7. GERBER GROVES WATER CONTROL DISTRICT:

It is understood by the parties hereto that any right to use the SYSTEM which may have been granted in conjunction with lands heretofore conveyed by HILLIARD to others is presently vested in the GERBER GROVES WATER CONTROL DISTRICT; and said District is participating in the SYSTEM maintenance charges on a basis as set forth heretofore.

8. EXTENSION OF BENEFITS:

No party to this agreement has the right to extend, grant or assign the benefits hereof, in whole or in part, to lands other than those described on attached Exhibits A, B, C and D.

9. MODIFICATIONS:

In order to meet and contend with the complexities referred to in the preamble of this document, the following modifications to the ORIGINAL AGREEMENT are hereby agreed upon:

(a) Effective January 1, 1972, the general management, operation and control of the SYSTEM shall be vested in a non-salaried Board of Trustees, as hereinafter defined, which shall have the following authority:

(1) Determine what maintenance or improvements shall, from time to time, be done or made to the drainage system and contract for the performance of such work; provided, however, that the determination by the Trustees as to the work required to be performed shall be reasonable and consistent with the purposes hereinabove set forth; and provided further that where the work to be undertaken is something other than routine maintenance, the Trustees shall first obtain the written permission of the owner of the lands on which such work is to be done.

(2) Collect from the owners of the respective lands the sums of monies necessary to accomplish the work contemplated by this agreement and pay the costs thereof under the pro rata formula set out in paragraph 4 above. In the event that the lands of the respective parties are hereafter owned by multiple owners, the respective owners shall pay their respective shares based on a per acre proration. This is to say, for example, that if ALICO should sell its lands to 10 separate owners, such owners would be required to contribute to the appropriate percentile responsibility set forth in paragraph 4 above on an acreage pro rata basis, which amount would be a fraction in which each acreage ownership would be the numerator and the total acreage set forth on Exhibit "C" would be the denominator.

Failure or refusal to pay the pro rata amount required to be paid under this provision, shall result in a lien upon the property benefited by the SYSTEM and owned by the party refusing to make such payment. Said lien shall also secure reasonable attorneys' fees incurred as an incident to the collection of such unpaid charge or the enforcement of such lien. Said lien, however, shall not become effective, and third parties dealing with the title to the subject property shall not be charged with notice of such lien, unless and until a claim of lien is filed of record in the county where the lands sought to be liened are situated. The unpaid charge shall bear interest at the maximum rate pre-

scribed by Florida law from the date the amount became due until fully paid. Suit to recover a money judgment for unpaid charges, plus interest thereon at the maximum rate prescribed by Florida law, and reasonable attorneys' fees incurred incident to collection and bringing of suit, may be maintained without waiving the lien securing same.

(3) Grant irrigation permits and control the use thereof from time to time, and upon such terms, conditions and costs as to said Board may seem equitable and proper, and will not cause damage to or impair the rights of other owners; it being understood and agreed by the parties that the operation of the SYSTEM is a non-profit operation, and all charges and assessments to be imposed are intended solely to recover the actual reasonable costs incurred. Said Trustees may also grant permits to install pumps appropriately situated in the easement areas on such terms and conditions as to said Board may seem equitable and proper. PROVIDED, HOWEVER, that so long as W. B. BARRON and LOIS H. BARRON, or either of them, should own any part of Sections 25 and 36 of Range 30 East, Township 42 South and Sections 30 and 31 of Range 31 East, Township 42 South, in Glades County, and Sections 1, 12, 13, 24, 25 and 36 of Range 30 East, Township 43 South and Sections 6, 7, 18, 19, 20, 29, 30, 31 and 32 of Range 31 East, Township 43 South, in Hendry County, or retain a mortgage against any part thereof, then and in that event, any and all irrigation permits issued by said Trustees must be expressly approved in writing by either of the said BARRONS, before such permit or permits shall be valid.

(4) The Trustees shall meet annually on March 15 of each and every year at such place and at such time as they may jointly agree upon, unless such date falls upon a Sunday or holiday, in which event the meeting shall take place on the next succeeding business day. The Trustees shall also meet at such other times and places as they may from time to time agree upon.

(b) The Trustees who shall comprise the initial Board shall be as follows:

HENDERSON, FRANKLIN, STARNES & HOLT

W. B. BARRON (representing lands in Exhibit "A")

JOE A. HILLIARD (representing lands in Exhibits "B" and "D")

J. R. SPRATT (representing lands in Exhibit "C")

Said Board of Trustees shall be known as:

"BOARD OF TRUSTEES OF THE BARRON-HILLIARD-ALICO COOPERATIVE DRAINAGE PLAN".

(c) Said Trustees shall continue to hold office until such time as a successor trustee is designated as hereinafter set forth. In case of resignation or vacancy created for any reason, a successor trustee shall be designated in the following manner:

(1) It is recognized that one Trustee represents one specific area of land in Exhibit "A", another Trustee represents the lands described in Exhibits "B" and "D", and another Trustee represents the lands described in Exhibit "C". If a vacancy occurs in the trusteeship for any of the above areas, the fee owner or owners of record of a majority of the acreage comprising such lands represented by said trusteeship may designate to the remaining members of the Board of Trustees, in writing, the name of a successor Trustee, who shall, upon being so designated, be authorized to perform and assume all of the rights and duties of a trustee as prescribed hereby.

(2) The designation of a successor trustee shall be made within 60 days after a vacancy occurs.

(3) If no designation is received by the Board of Trustees, properly signed by the fee owner or owners of record (or their proxies), of a majority of the acreage where the vacancy exists, within 60 days after such vacancy occurs, then the remaining Trustees may cause a Notice of Vacancy to be run, once a week for four (4) consecutive weeks, in a newspaper of general circulation in Hendry County and Glades County, Florida, advising of such vacancy, and the manner in which a designation should be made. If a majority of the acreage in the area where the vacancy exists is in a single ownership, a copy of such Notice shall be sent by registered mail to such owner within not less than five (5) days after the first date of publication by the Board of Trustees. If no proper designation is received within sixty (60) days from the date of first publication

HENDERSON, FRANKLIN, STARNES & HOLT

of legal Notice, then and in that event the surviving Trustees shall have the right to appoint a successor trustee who shall serve in the stead of his predecessor until such time as a proper designation is made by the fee owner or fee owners of a majority of the acreage in which the vacancy occurred.

(d) The Trustees shall not do any act or thing outside or beyond the scope of the ORIGINAL AGREEMENT and this Clarification and Modification Agreement which would increase the burden on the properties affected without affording a concurrent benefit.

(e) The fee owner or owners of record of a majority of the acreage within the area which a Trustee represents may remove and replace said Trustee with or without cause; and any Trustee may be removed from office by a Court of competent jurisdiction for improper, arbitrary or unreasonable conduct. In the event of a Trustee's removal, the successor trustee shall be chosen in the manner set forth in paragraph 9(c) above.

(f) If any landowner shall fail to pay to the Board of Trustees such landowner's pro rata share of maintenance costs within sixty (60) days after being billed for same, the said Trustees shall have a right to enforce collection of same in the manner provided by 9(a)(2) above.

(g) If all or any part of the respective lands described in Exhibits "A", "B", "C" or "D" attached hereto should be incorporated into additional drainage, water control, or improvement district pursuant to appropriate governmental Statute, then and in such event the rights, privileges and obligations, prescribed by this Agreement, of the landowners within that District shall be automatically transferred to and be vested in the Board of Supervisors or other appropriate governing body of said District, including the right to designate successor trustees. In the event such District should thereafter be terminated, or for any reason should cease to exist, or in the event any existing District involved in this Agreement should cease to exist, then and in that event, the rights, privileges and obligations prescribed by this Agreement shall revert to the landowners within such terminated District.

(h) Further modifying the ORIGINAL AGREEMENT, any owners may widen, enlarge, deepen, make extensions from any existing canal, and modify or remove any structure from any existing canal of the SYSTEM within his own property limits, at his own expense, and may permit the use of the easements prescribed by the ORIGINAL AGREEMENT within the limits of his own property for navigational, fishing and recreational purposes; provided, however, that none of the foregoing shall have a deleterious effect upon the rights of the other property owners through the SYSTEM. In case any owner should enlarge any original canal, then and in that event, such owner shall provide for an adequate maintenance easement, not less than 50 feet wide, measured from the design top of the canal bank, along both sides of said enlarged canal, which maintenance easement shall not be dug away, except as hereinafter set forth, nor obstructed by improvements of a permanent nature. Where lateral canals are cut through such maintenance easements, appropriate bridges or crossings to furnish maintenance access shall be provided by the property owner making such improvements. If at some future date the Trustees decide to use a portion of said 50-foot maintenance area for canal purposes, they shall have the right to do so, however, in such event, the owner would not be required to furnish additional land to widen the maintenance area. Said maintenance easement may be used for the deposit of spoil removed in maintaining or enlarging an aforesaid canal, and the owner of the fee shall be the owner of the spoil and entitled to remove the same. Any additional maintenance easement shall be made a matter of public record by means of a recorded plat or recorded easement document, and no purchaser of any lands in the area of the SYSTEM shall be charged with notice of such additional maintenance easement until such document evidencing same is duly recorded.

In case of any major changes in any portion of the SYSTEM contemplated by any owner, the Board of Trustees shall be given

thirty (30) days notice of such contemplated action, so that the Trustees may ascertain whether or not there will be a deleterious effect on the other property owners in the SYSTEM.

Provided further, however, that the Trustees' maintenance obligations shall be limited to the original confines of the original existing canals of the SYSTEM prior to such modification. Where the canal is enlarged, the owner enlarging such canal shall be responsible for any increase in the costs of maintenance caused by such enlargement. Such maintenance work may be done by the Trustees and they may assess such increase in the maintenance costs against the property owner as may be appropriate.

10. This agreement shall not be deemed to supersede or supplant the ORIGINAL AGREEMENT, and all provisions thereof remain in full force and effect, save and except as clarified, altered or amended hereby. In the event of conflict between any of the terms and provisions of the ORIGINAL AGREEMENT and this Clarification and Modification Agreement, the provisions of the latter shall govern.

11. This agreement shall be binding upon and shall inure to the benefit of the successors, heirs and assigns of the respective parties hereto.

12. If the contemplated sale by W. B. BARRON and LOIS H. BARRON, husband wife, to GENERAL DEVELOPMENT CORPORATION of the lands described in Exhibit "A" hereof, is not consummated and closed within six (6) months after the date of the execution of this agreement, then and in that event, this agreement shall be null, void and of no force and effect, unless the parties should jointly agree upon a waiver of this paragraph in writing.

IN WITNESS WHEREOF the parties have hereunto set their respective hands and seals as of the date hereinabove first written.

Witnesses as to BARRON:

W. B. Barron (SEAL)
W. B. Barron

Lois H. Barron (SEAL)
Lois H. Barron

Witnesses as to Joe A. Hilliard and Wilmuth Y. Hilliard:

Joe A. Hilliard (SEAL)
Joe A. Hilliard

Wilmuth Y. Hilliard (SEAL)
Wilmuth Y. Hilliard

Witnesses as to Marlin W. Hilliard:

Marlin W. Hilliard (SEAL)
Marlin W. Hilliard

Witnesses as to ALICO:

ALICO LAND DEVELOPMENT COMPANY

By: J. R. Spratt (SEAL)
J. R. Spratt, President

Attest: Gloria B. Allen
Gloria B. Allen, Secretary

Witnesses as to GERBER GROVES WATER CONTROL DISTRICT:

GERBER GROVES WATER CONTROL DISTRICT

By: Victor L. Beer (SEAL)
Victor L. Beer, President of Board of Supervisors

Attest: Kenneth Trokel
Kenneth Trokel, Secretary

STATE OF FLORIDA
COUNTY OF Lee

I HEREBY CERTIFY that on this day before me an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared W. B. BARRON and LOIS H. BARRON, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the purposes stated therein.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of August, 1971.

Loyal B. Hendry
Notary Public

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 10, 1973
Bonded by Fidelity Ins. & Guaranty Co.

1-10-73

STATE OF FLORIDA

COUNTY OF HENDRY

I HEREBY CERTIFY that on this day before me an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared JOE A. HILLIARD and WILMUTH Y. HILLIARD, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the purposes therein stated.

WITNESS my hand and official seal in the County and State aforesaid, this 1st day of December, 1971.

My Commission expires:
June 10, 1973

Notary Public

STATE OF FLORIDA

COUNTY OF HENDRY

I HEREBY CERTIFY that on this day before me an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared MARLIN W. HILLIARD to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein stated.

WITNESS my hand and official seal in the County and State aforesaid, this 3rd day of December, 1971.

My Commission expires:
My Commission Expires April 10, 1973

Notary Public

STATE OF FLORIDA

COUNTY OF HENDRY

I HEREBY CERTIFY that on this day before me an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared J. R. SPRATT and GLORIA B. ALLEN, well known to me to be the President and Secretary, respectively, of ALICO LAND DEVELOPMENT COMPANY, a Florida corporation; and that they severally executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation; and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 22nd day of November, 1971.

My Commission expires:

Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 22, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

HENDERSON, FRANKLIN, STARNES & HOLT

STATE OF FLORIDA

COUNTY OF HENDRY

I HEREBY CERTIFY that on this day before me an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared VICTOR L. BEER and KENNETH TROXEL, well known to me to be the President of Board of Supervisors and Secretary respectively, of GERBER GROVES WATER CONTROL DISTRICT, a drainage district in Hendry County, Florida, created under Chapter 298, Florida Statutes, and they severally acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said district and that the seal affixed thereto is the true official seal of said district.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of November, 1971.

My Commission expires:

Beatrice W. Bayle
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 22, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

EXHIBIT "A"

Range 30 East, Township 42 South:
That portion of Sections 25, 26, 27, 28 and 29 South of the Caloosahatchee River right-of-way;
Sections 32, 33 and 34 (less any lands therein not owned by Barron);
Sections 35 and 36

Range 31 East, Township 42 South:
That portion of Section 30 South of the Caloosahatchee River right-of-way, and Section 31

Range 30 East, Township 43 South:
Sections 1 through 5, inclusive, 8 through 17, inclusive, 22 through 27, inclusive, 35, 36 and that portion of Sections 21, 28 and 29 located East of the Seaboard Coast Line Railroad right-of-way

Range 31 East, Township 43 South:
Sections 6, 7, 18, 19, 20, 29, 30, 31 and 32

Subject to railroad right-of-way and public road right-of-way

EXHIBIT "B"

Range 30 East, Township 44 South:
Sections 1, 2, 3, 10, 11, 12, 13, 14 and 15

Range 31 East, Township 44 South:
Sections 4, 5, 6, 7, 8, 9, 16, 17, 18, 20, 21, 28, 29, 32 and 33

Exhibit "C"

Range 30 East, Township 44 South:
Sections 19 through 36, inclusive

Range 31 East, Township 44 South:
Sections 19, 30 and 31

Range 30 East, Township 45 South:
Sections 1 through 18, inclusive

Range 31 East, Township 45 South:
Sections 5, 6, 7, 8, 17 and 18

Range 29 East, Township 44 South:
That portion of Sections 24, 25 and 36 East of the Seaboard Coast Line Railroad right-of-way

Range 29 East, Township 45 South:
That portion of Sections 1, 12 and 13 East of the Seaboard Coast Line Railroad right-of-way

EXHIBIT "D"

Range 30 East, Township 43 South:
Sections 33 and 34, and that portion of Section 32 East of the Seaboard Coast Line Railroad right-of-way

Range 30 East, Township 44 South:
Sections 4, 8, 9, 16 and 17, and that portion of Sections 5, 6, 7 and 18 East of the Seaboard Coast Line Railroad right-of-way

Range 29 East, Township 44 South:
That portion of Section 13 East of the Seaboard Coast Line Railroad right-of-way

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EXHIBIT "E"

PARSON WILLIAMS GROVE, INC.

FOR IDENTIFICATION PURPOSES ONLY

NOV. 9, 1977

BOOK 154 PAGE 116

INDEXED

72 2795

RECORDED IN OFFICIAL RECORDS
COUNTY, FLORIDA
1972 AUG 23 PM 1:44
CLERK CIRCUIT COURT

AMENDMENT TO EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned executed a Clarification and Modification of Existing Drainage Easement Agreement dated to wit: November 22, 1971, and

WHEREAS, Paragraph 12 thereof provides that said agreement should lapse if a contemplated sale by W. B. BARRON and LOIS H. BARRON, husband and wife, to GENERAL DEVELOPMENT CORPORATION is not consummated within six months thereafter, and

WHEREAS, the parties desire to extend said date from six months to nine months, now, therefore,

The undersigned hereby agree that said Paragraph 12 be and the same is hereby amended to read "nine months" in lieu of "six months".

IN WITNESS WHEREOF, the parties have set their respective hands and seals on this the 18th day of May, A. D. 1972.

Witnesses as to BARRON:

W. B. Barron (SEAL)
W. B. Barron

Lois H. Barron (SEAL)
Lois H. Barron

THIS INSTRUMENT WAS PREPARED BY:
LLOYD G. HENDRY, ATTY.
2180 SECOND STREET, FORT MYERS, FLORIDA 33902

HENDERSON, FRANKLIN, STARNES & HOLT P. O. BOX 280 FORT MYERS, FLORIDA 33902

BOOK 154 PAGE 117

Witnesses as to Joe A. Hilliard and Wilmuth Y. Hilliard:

_____

_____

_____ (SEAL)
Joe A. Hilliard

_____ (SEAL)
Wilmuth Y. Hilliard

Witnesses as to Marlin W. Hilliard:

_____

_____

_____ (SEAL)
Marlin W. Hilliard

Witnesses as to ALICO:

_____

_____

ALICO LAND DEVELOPMENT COMPANY

By: _____ (SEAL)
J. R. Spratt, President

Attest _____
Gloria B. Allen, Secretary

Witnesses as to GERBER GROVES WATER CONTROL DISTRICT:

_____

_____

GERBER GROVES WATER CONTROL DISTRICT

By: _____ (SEAL)
Victor L. Beer, President of Board of Supervisors

Attest: _____
Kenneth Troxel, Secretary

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared W. B. BARRON and LOIS H. BARRON, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the purposes stated therein.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of June August, 1972.

My Commission expires:

_____

_____
Notary Public

1-10-73

BOOK 154 PAGE 118

STATE OF FLORIDA

COUNTY OF HENDRY

I HEREBY CERTIFY that on this day before me an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared JOE A. HILLIARD and WILMUTH Y. HILLIARD, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the purposes therein stated.

WITNESS my hand and official seal in the County and State aforesaid, this 20 day of May, 1972.

My Commission expires:
June 10, 1973

Lloyd E. Hendry
Notary Public

STATE OF FLORIDA

COUNTY OF HENDRY

I HEREBY CERTIFY that on this day before me an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared MARLIN W. HILLIARD to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein stated

WITNESS my hand and official seal in the County and State aforesaid, this 20 day of May, 1972.

My Commission expires:
June 10, 1973

Lloyd E. Hendry
Notary Public

STATE OF FLORIDA

COUNTY OF HENDRY

I HEREBY CERTIFY that on this day before me an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared J. R. SPRATT and GLORIA B. ALLEN, well known to me to be the President and Secretary, respectively, of ALICO LAND DEVELOPMENT COMPANY, a Florida corporation; and that they severally executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation; and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 18th day of May, 1972.

My Commission expires:
January 18, 1976

Walter Grace Jr.
Notary Public

BOOK 154 PAGE 119

STATE OF FLORIDA

COUNTY OF HENDRY

I HEREBY CERTIFY that on this day before me an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared VICTOR L. BEER and KENNETH TROXEL, well known to me to be the President of Board of Supervisors and Secretary respectively, of GERBER GROVES WATER CONTROL DISTRICT, a drainage district in Henry County, Florida, created under Chapter 298, Florida Statutes, and they severally acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said district and that the seal affixed thereto is the true official seal of said district.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of June, 1972.

My Commission expires:

1-10-73

Notary Public

RETURN TO: PENINSULA STATE TITLE
18401 MURDOCK CIRCLE
PT. CHARLOTTE, FL 33948

OFF REC 0541 PAGE 1636

1996 ATLANTIC GULF COMMUNITIES CORPORATION, BARRON WATER CONTROL DISTRICT, AND PORT LABELLE COMMUNITY DEVELOPMENT DISTRICT AGREEMENT AND GRANTS OF EASEMENTS AND RELEASES OF EASEMENTS AND RIGHTS OF WAY

Atlantic Gulf Communities Corporation, a Delaware Corporation, authorized to do business in the State of Florida, and formerly known as General Development Corporation ("AGCC"), Barron Water Control District, a political subdivision of the State of Florida established in accordance with Chapter 298, Florida Statutes, ("Barron"), and the Port LaBelle Community Development District, a political subdivision of the State of Florida established under the provisions of Chapter 80-407, Laws of Florida, ("CDD"), agree as of the 9th day of July, 1996, as follows: 96 09080

BACKGROUND

A. From 1962 until 1972, the Barron, Hendry Family (defined as "W.B. Barron and Lois H. Barron, and Mrs. Ella Hendry") owned fee simple title to all of the real estate which lies within Barron and CDD (the "District Lands").

B. On March 9, 1962, the Barron, Hendry Family entered a Drainage Easement Agreement (recorded at OR Book 56, Page 396 of Hendry County, Florida and OR Book 26, Page 492 of Glades County, Florida) with two sets of adjacent landowners, the Hilliards, and Alico Land Development Company which was clarified and modified and joined in by Gerber Groves Water Control district on November 22, 1971 pursuant to the Clarification and Modification of Existing Drainage Easement Agreement recorded at OR Book 154, Page 96 of Hendry County, Florida and OR Book 52, Page 877 of Glades County, Florida. The Drainage Easement Agreement and the Clarification and Modification of Existing Drainage Easement Agreement are referred to collectively as the Joint Trust Agreement).

C. Thereafter, in 1972, the Barron, Hendry Family sold the District Lands to General Development Corporation ("GDC").

D. In 1975, Barron was established under Chapter 298, Florida Statutes, for the purpose of providing flood control, drainage, and irrigation. This was done by petition to the Circuit Court of the Twentieth Judicial Circuit, In Re: Barron Water Management District, Case NO. 72-917 filed by GDC as the major landowner within the District Lands owning some 31,336 acres of property. Exhibit "1" shows the boundary of Barron.

E. In 1975 the Board of Supervisors of Barron adopted a Water Management Plan to provide flood control, drainage and irrigation ("Original Plan").

F. Thereafter, GDC platted a large portion of Barron and began to develop urban and recreational sites.

G. By Assignment dated June 7, 1977, and recorded at OR Book 235, Page 172 of Hendry County, Florida, Barron assumed responsibility for administration of the rights and responsibilities of the Barron, Hendry Family under the Joint Trust Agreement.

H. In 1982, the CDD was formed under Chapter 80-407, Laws of Florida, to include virtually all of the area included in Barron and includes the undeveloped lands within Barron shown on Exhibit "2" attached hereto ("Agricultural Property").

I. In 1983, GDC, Barron and CDD entered into an Agreement which confirmed the obligations of the parties thereto to provide maintenance and drainage services as stated therein dated August 16, 1983, and recorded in OR Book 1078 Page 88 of Glades County and OR Book 427 Page 325 of Hendry County ("1983 Agreement").

J. In 1992 AGCC came to be the successor-in-interest to GDC, and is the major landowner of the Agricultural Property.

K. By 1993, AGCC had determined that the Agricultural Property should not be developed as an urban and recreational area as contemplated in the Original Plan, but remain in agriculture and be developed for more intensive agricultural uses.

L. Barron then determined that the Original Plan was not sufficient to accommodate the flood control and irrigation requirements necessitated by AGCC's proposal of more intensive agricultural use of the Agricultural Property.

M. In August, 1993, pursuant to Chapter 298, Florida Statutes, Barron's Board of Supervisors adopted an Amended Plan of Water Management ("Amended Plan") which would accommodate the changes in land use proposed by AGCC and upgrade the Original Plan to efficiently accommodate both AGCC and adjacent outside landowners' use of Barron's water management facilities.

N. The Amended Plan was approved by the Twentieth Judicial Circuit Court for Hendry County, In Re: Barron Water Control District Plan of Water Management Amendment, Case NO. 93-864 on May 2, 1994.

O. CDD was kept informed of these proposals and has no objection.

P. Barron has reassessed the Agricultural Property on the basis of the benefits and damages resulting from the Amended Plan and changed land uses on the Agricultural Property.

Q. The Original Plan remains valid and in effect for the land within Barron which lies

outside the Agricultural Property. This land will be referred to as the "Urban Property" and is shown on Exhibit "3". The Amended Plan does not address nor is it intended to make any changes in the Urban Property within Barron with the exception of exempting certain public property from Barron's assessments.

R. Now the parties wish to cancel the 1983 Agreement and enter into this Agreement to conform to the Amended Plan.

NOW THEREFORE, AGCC, Barron and CDD hereby further agree as follows:

1. The above Background paragraphs are true and correct and are incorporated herein by reference.

2. The 1983 Agreement is hereby canceled.

3. Barron hereby confirms its acceptance of responsibility for administration of the rights and responsibilities of W.B. Barron and Lois H. Barron, and Mrs. Ella Hendry under the Drainage Easement Agreement (dated March 9, 1962, between W.B. Barron and Lois H. Barron, Mrs. Ella Hendry, Joe A. Hilliard and Wilmuth Y. Hilliard, Marlin W. Hilliard, and Alico Land Development Company, recorded at OR Book 56, Page 396 of Hendry County, Florida and OR Book 26, Page 492 of Glades County, Florida) and the Clarification and Modification of Existing Drainage Easement Agreement (Dated November 22, 1971, between W.B. Barron and Lois H. Barron, Joe A. Hilliard and Wilmuth Y. Hilliard, Marlin W. Hilliard, Alico Land Development Company and Gerber Groves Water Control District, recorded at OR Book 154, Page 96 of Hendry County, Florida and OR Book 52, Page 877 of Glades County, Florida) jointly referred to as the "Joint Trust Agreement", as previously agreed in the Assignment dated June 7, 1977, recorded in at OR Book 235, Page 172, of Hendry County Florida and attached hereto as Exhibit "4".

4. Barron will not object after development is essentially complete in the Urban Property, to the transfer of ownership to the CDD of greenbelts, private streets, bridges, culverts and water control structures (except for those areas within the plats of Port LaBelle Unit 4, recorded at Plat Book 3, Page 86, Official Records of Hendry County, Florida, Port LaBelle Unit 5, recorded at Plat Book 3, Page 104, Official Records of Hendry County, Florida, Port LaBelle Holiday Park Unit 1, recorded at Plat Book 4, Page 3, Official Records of Hendry County, Florida, Port LaBelle VILLAS, recorded at Plat Book 3, Page 96, Official Records of Glades County, Florida), either directly or through the applicable Property Owners Association, provided that a non-exclusive drainage, maintenance, and access easement is granted to Barron and recorded, over all the greenbelt tracts and private streets and that the conveyance deed to CDD is subject to said easement. In addition, Barron and CDD will enter into an agreement defining limits of responsibility for each agency.

5. AGCC hereby confirms that ownership of greenbelt and other previously designated areas (including water control structures) in Port LaBelle Units 4, 5, and Holiday Park Unit 1 as

directly pertain to drainage requirements in those Units, has been conveyed to the applicable Property Owners Association by recorded document granting Barron an easement over the entire greenbelt areas and private streets as set forth in the Covenants and Restrictions recorded for each Unit.

6. AGCC agrees, represents and warrants that water levels in golf course lakes and waterways within the Urban Property will be normally controlled by the golf course owner. Notwithstanding the foregoing, Barron has final authority to require opening or closing of golf course outfall structures in the best interest of the overall community when emergencies occur.

7. Barron is responsible for the construction and maintenance of a Water Management System ("System") described in the Amended Plan for the Agricultural Property within Barron. The South Florida Water Management District ("SFWMD") Surface Water Management and Water Use Permits Nos. 26-00510 S&W and 26-00503 S&W ("SFWMD Permits") issued to AGCC are consistent with the Amended Plan. The Amended Plan is divided into primary and secondary systems. Barron is responsible for the primary system which includes the major canals, pump stations and water control structures described at Plate VI, Plate IX and page 13 of the Amended Plan which are necessary for drainage and irrigation ("Primary Facilities").

8. The System will serve the 23 individual basins as more particularly described in the Amended Plan. Within each basin AGCC may construct the canals, culverts, pumps, detention areas, levies and control structures which will provide adequate irrigation and drainage for each respective basin. These facilities are described as the Secondary Facilities at Plate VII of the Amended Plan (the "Secondary Facilities").

9. Barron will levy the necessary non ad valorem assessments against all benefitted Agricultural Property to construct, operate and maintain the Primary Facilities.

10. AGCC, as Grantor, in consideration of $10.00 (ten dollars) paid by Barron, as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee the perpetual non-exclusive easements necessary for ingress, egress, operation and maintenance of the Primary Facilities as described in the Amended Plan of Water Management for Barron dated January 4, 1994, such easements being legally described in Exhibit "5", attached hereto. Upon completion of the primary facilities and as mutually agreed between Barron and AGCC, AGCC will deed fee simple title to such facilities and the land thereunder to Barron.

11. CDD, as Grantor, in consideration of $10.00 (ten dollars) paid by AGCC, as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby release, remise and forever quitclaim all the right, title interest, estate, claim and demand, both at law and in equity, of Grantor, of, in and to all of its interest in real property reflected on the following plats:

Port LaBelle Unit 11, recorded at Plat Book 4 and Page 29, (undeveloped portion)
Port LaBelle Unit 13, recorded at Plat Book 4 and Page 55, (undeveloped portion)
Port LaBelle Unit 14, recorded at Plat Book 5 and Page 1,
Port LaBelle Unit 15, recorded at Plat Book 5 and Page 22,
Port LaBelle Unit 16, recorded at Plat Book 5 and Page 35,

Port LaBelle Unit 17, recorded at Plat Book 5 and Page 48,
Port LaBelle Unit 18, recorded at Plat Book 5 and Page 65,
Port LaBelle Unit 19, recorded at Plat Book 5 and Page 76,
Port LaBelle Unit 20, recorded at Plat Book 5 and Page 92,
Port LaBelle Unit 21, recorded at Plat Book 5 and Page 106,
Port LaBelle Unit 22, recorded at Plat Book 5 and Page 129,
Port LaBelle Unit 23, recorded at Plat Book 5 and Page 146,
Port LaBelle Unit 24, recorded at Plat Book 5 and Page 157,
Port LaBelle Unit 25, recorded at Plat Book 5 and Page 172,
Port LaBelle Unit 26, recorded at Plat Book 5 and Page 188,
Port LaBelle Unit 27, recorded at Plat Book 5 and Page 200,
Port LaBelle Unit 28, recorded at Plat Book 5 and Page 209,
Port LaBelle Unit 29, recorded at Plat Book 6 and Page 7,
Port LaBelle Unit 30, recorded at Plat Book 6 and Page 24,
Port LaBelle Unit 31, recorded at Plat Book 6 and Page 37,
Port LaBelle Unit 32, recorded at Plat Book 6 and Page 52,
Port LaBelle Unit 33, recorded at Plat Book 6 and Page 65,
Port LaBelle Unit 34, recorded at Plat Book 6 and Page 76,
Port LaBelle Unit 35, recorded at Plat Book 6 and Page 91,
Port LaBelle Unit 36, recorded at Plat Book 6 and Page 99,

all recorded in the Official Records of Hendry County, Florida.

Port LaBelle Unit 103, recorded at Plat Book 3 and Page 142,
Port LaBelle Unit 104, recorded at Plat Book 3 and Page 147,
Port LaBelle Unit 105, recorded at Plat Book 3 and Page 158,
Port LaBelle Unit 106, recorded at Plat Book 4 and Page 7,
Port LaBelle Unit 107, recorded at Plat Book 4 and Page 28,
Port LaBelle Unit 108, recorded at Plat Book 4 and Page 41,
Port LaBelle Unit 109, recorded at Plat Book 4 and Page 57,
Port LaBelle Unit 110, recorded at Plat Book 4 and Page 74,
Port LaBelle Unit 111, recorded at Plat Book 4 and Page 82,

all recorded in the Official Records of Glades County, Florida.

12. Barron, as Grantor, in consideration of $10.00 (ten dollars) paid by AGCC, as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby release, remise and forever quitclaim all the right, title interest, estate, claim and demand, both at law and in equity, of Grantor, of, in and to all its interest in real property reflected on the following plats:

Port LaBelle Unit 11, recorded at Plat Book 4 and Page 29, (undeveloped portion)
Port LaBelle Unit 13, recorded at Plat Book 4 and Page 55, (undeveloped portion)
Port LaBelle Unit 14, recorded at Plat Book 5 and Page 1,
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Port LaBelle Unit 16, recorded at Plat Book 5 and Page 35,
Port LaBelle Unit 17, recorded at Plat Book 5 and Page 48,
Port LaBelle Unit 18, recorded at Plat Book 5 and Page 65,
Port LaBelle Unit 19, recorded at Plat Book 5 and Page 76,
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Port LaBelle Unit 33, recorded at Plat Book 6 and Page 65,
Port LaBelle Unit 34, recorded at Plat Book 6 and Page 76,
Port LaBelle Unit 35, recorded at Plat Book 6 and Page 91,
Port LaBelle Unit 36, recorded at Plat Book 6 and Page 99,

all recorded in the Official Records of Hendry County, Florida, and

Port LaBelle Unit 103, recorded at Plat Book 3 and Page 142,
Port LaBelle Unit 104, recorded at Plat Book 3 and Page 147,
Port LaBelle Unit 105, recorded at Plat Book 3 and Page 158,
Port LaBelle Unit 106, recorded at Plat Book 4 and Page 7,
Port LaBelle Unit 107, recorded at Plat Book 4 and Page 28,
Port LaBelle Unit 108, recorded at Plat Book 4 and Page 41,
Port LaBelle Unit 109, recorded at Plat Book 4 and Page 57,
Port LaBelle Unit 110, recorded at Plat Book 4 and Page 74,
Port LaBelle Unit 111, recorded at Plat Book 4 and Page 82,

all recorded in the Official Records of Glades County, Florida.

13. Barron shall be solely responsible for the construction, operation and maintenance of the Primary Facilities, which provide conveyance capacity from/to the individual basins for drainage and irrigation.

14. AGCC and its successors or assigns will have the option of constructing the Secondary Facilities for any or all of the 23 basins. The design and engineering details of these facilities are referenced in the SFWMD Permits. AGCC will construct, maintain and operate such facilities in accord with the Basin 20 Connection Consent With Conditions dated May 20, 1993, between

Barron and AGCC, the Connection Consent With Conditions dated May 5, 1993, between Barron and AGCC, Barron's Amended Plan and Chapter 298, Florida Statutes.

15. Alternatively, Barron and AGCC may agree that Barron will construct, operate and maintain certain Secondary Facilities within certain basins. In such event Barron will levy necessary assessments to construct, operate and maintain such Secondary Facilities as are constructed by Barron (the "Barron Secondary Facilities"). Assessments will be levied against all benefitted property within a basin or basins served by the Barron Secondary Facilities for the construction, operation or maintenance of these Barron Secondary Facilities.

16. CDD acknowledges and represents that as a result of AGCC's abandonment of urban development within the Agricultural Property, that land receives substantially less specific benefit from CDD. Therefore, CDD agrees that under present conditions there has been and is no need to levy non ad valorem assessments in Hendry and Glades Counties against the Agricultural Property commencing January 1, 1995.

17. This Agreement shall bind the successors, assigns, and transferees of each party.

18. It is further understood that this Agreement contains the entire agreement of the parties and that all prior understandings and conversations, whether oral or written, are merged in this Agreement and that any subsequent modifications or waiver of any of the provisions of this Agreement shall be invalid and unenforceable unless in writing signed by the parties.

Signed, sealed and delivered
in the presence of:

Hannah Wilson
HANNAH WILSON

Joel Williams

ATLANTIC GULF COMMUNITIES
CORPORATION, a Delaware Corporation

By: _____
Its

STATE OF FLORIDA
COUNTY OF Dade

The foregoing instrument was acknowledged before me this August 6, 1996 by Marcia A. Langley as Vice President, of Atlantic Gulf

Communities Corporation, on its behalf, who is personally known to me or who has produced as identification and who did (did not) take an oath.

Notary Public
Commission No.

OFFICIAL NOTARY SEAL
HANNAH L WILSON
COMMISSION NUMBER
CC525713
MY COMMISSION EXPIRES
FEB. 8,2000
NOTARY PUBLIC STATE OF FLORIDA

Signed, sealed and delivered
in the presence of:

R.W. Nicholson

Janet Schall

BARRON WATER CONTROL
DISTRICT

By: W. Harold Reecer
Its Vice President

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this August 13, 1996 by W. Harold Reecer as Vice President, of Barron Water Control District, on its behalf, who is personally known to me or who has produced as identification and who did (did not) take an oath.

JUNE S. SHIVERS

Notary Public
Commission No.

JUNE S. SHIVERS
MY COMMISSION # CC 255005
EXPIRES: February 20, 1997
Bonded Thru Notary Public Underwriters

Signed, sealed and delivered
in the presence of:

PORT LABELLE COMMUNITY
DEVELOPMENT DISTRICT

R.W. Nicholson

By: James D Coddington
Its President

Janet Schall

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this August 13, 1996 by James D. Coddington as President, of Barron Water Control District, on its behalf, who is personally known to me or who has produced as identification and who did (did not) take an oath.

June S. Shivers
Notary Public
Commission No.

JUNE S. SHIVERS
MY COMMISSION # CC 256565
EXPIRES: February 25, 1997
Bonded Thru Notary Public Underwriters

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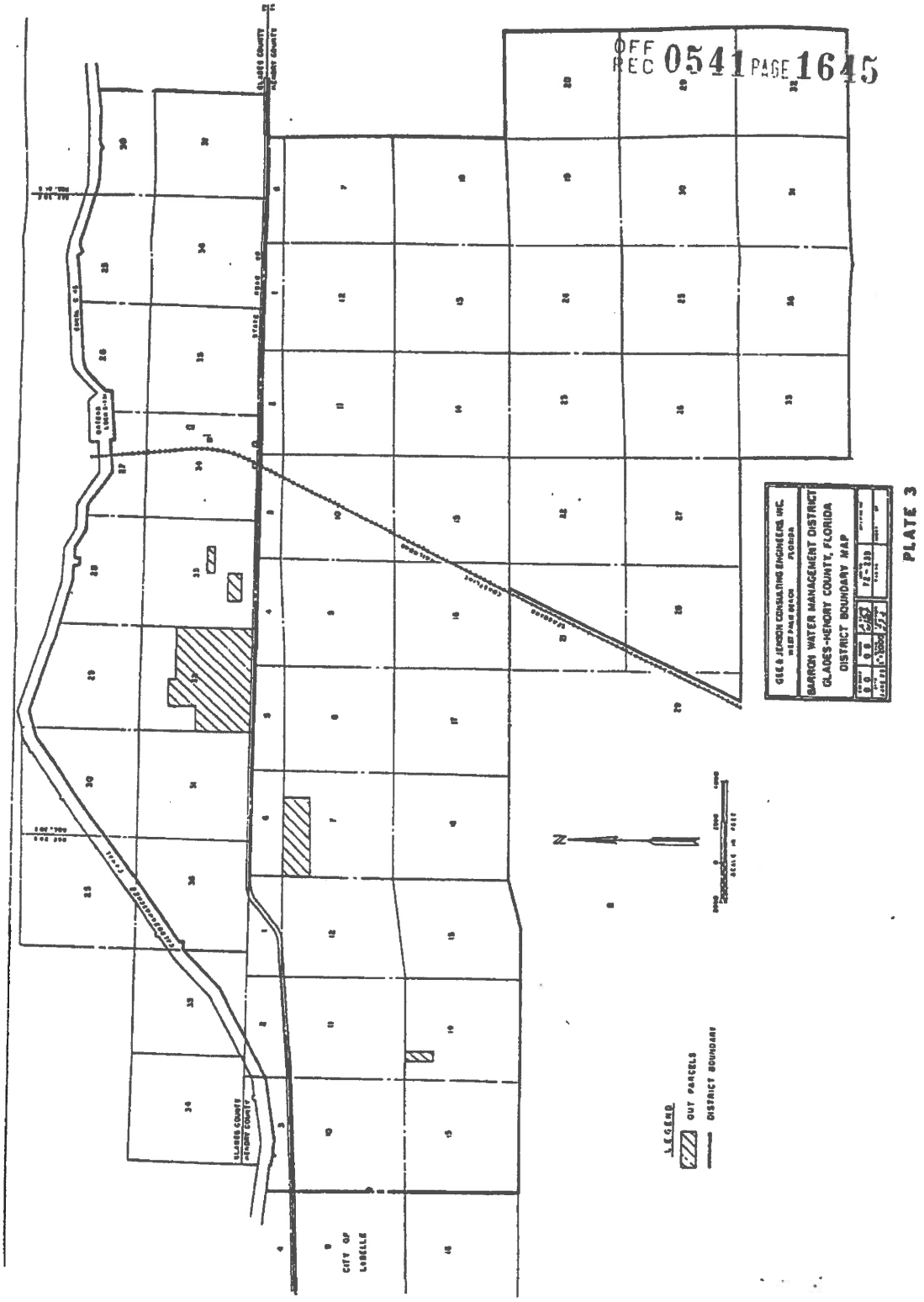
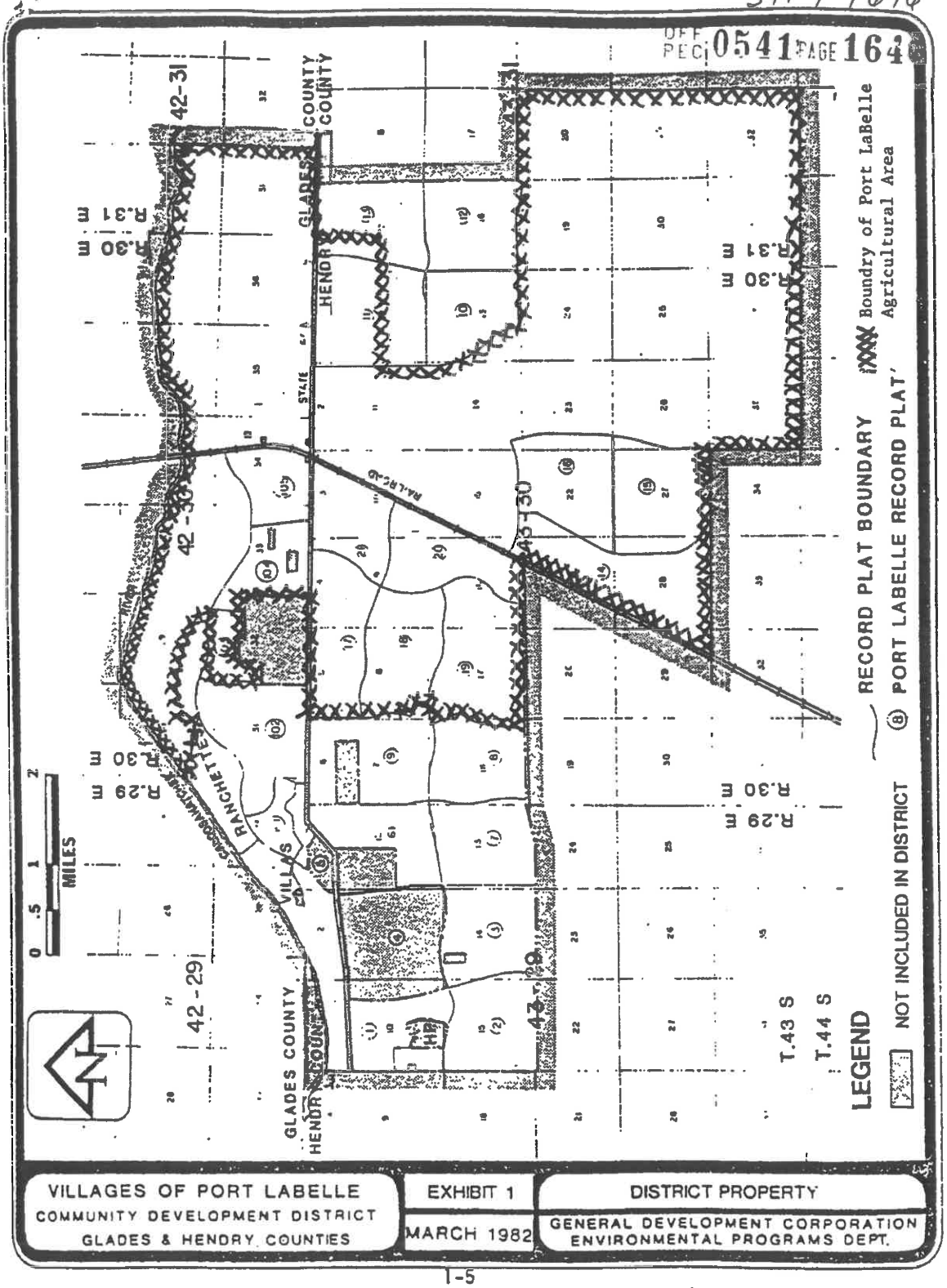

GEE & JENSON CONSULTING ENGINEERS, INC.
BARRON WATER MANAGEMENT DISTRICT
GLADES-HENDRY COUNTY, FLORIDA
DISTRICT BOUNDARY MAP
PLATE 3
LEGEND
OUT PARCELS
DISTRICT BOUNDARY
GLADES COUNTY
HENDRY COUNTY
CITY OF LABELLE

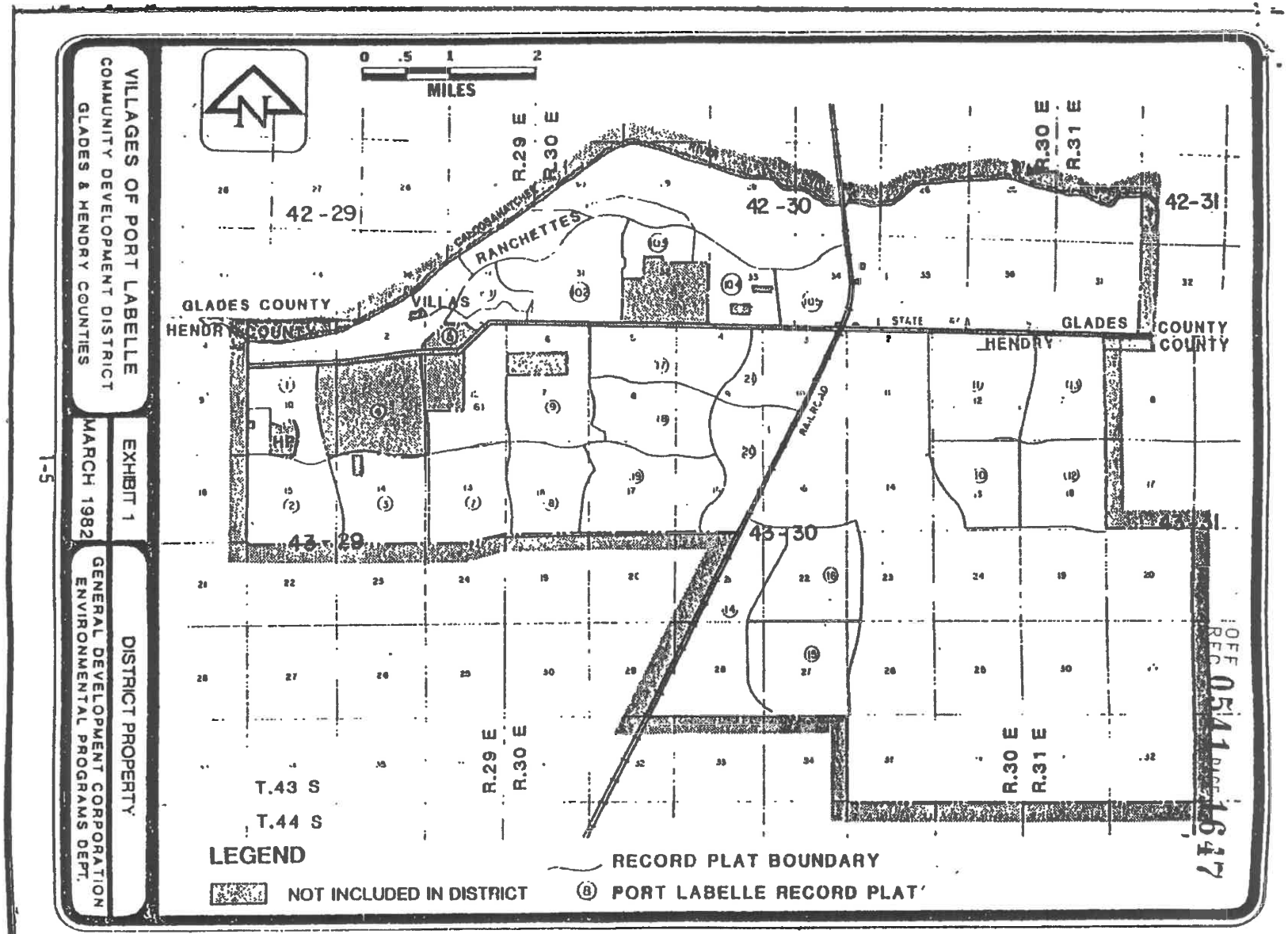
EXHIBIT "1"

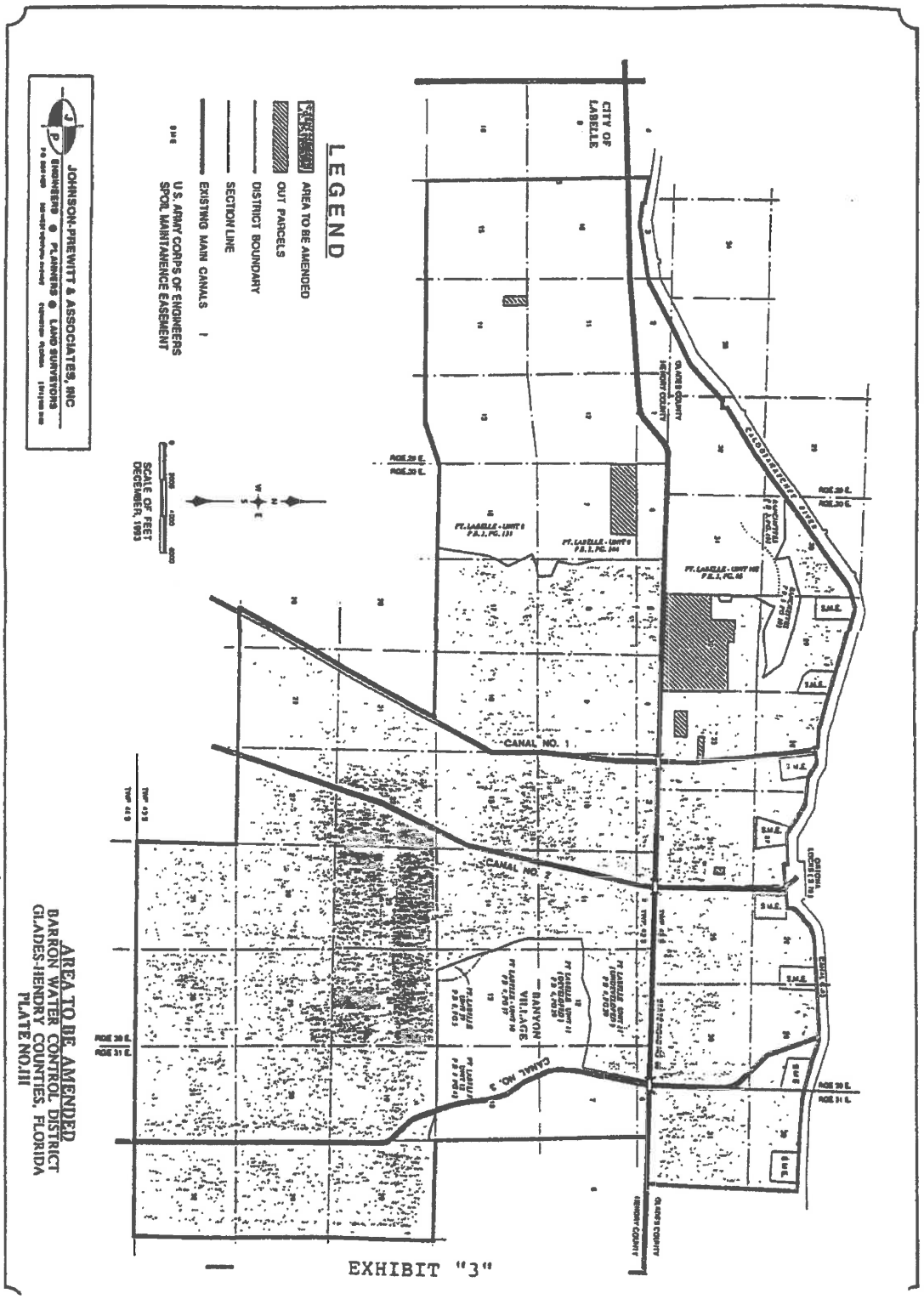
OFF REC 0541 PAGE 164



VILLAGES OF PORT LABELLE COMMUNITY DEVELOPMENT DISTRICT GLADES & HENDRY COUNTIES	EXHIBIT 1 MARCH 1982	DISTRICT PROPERTY GENERAL DEVELOPMENT CORPORATION ENVIRONMENTAL PROGRAMS DEPT.

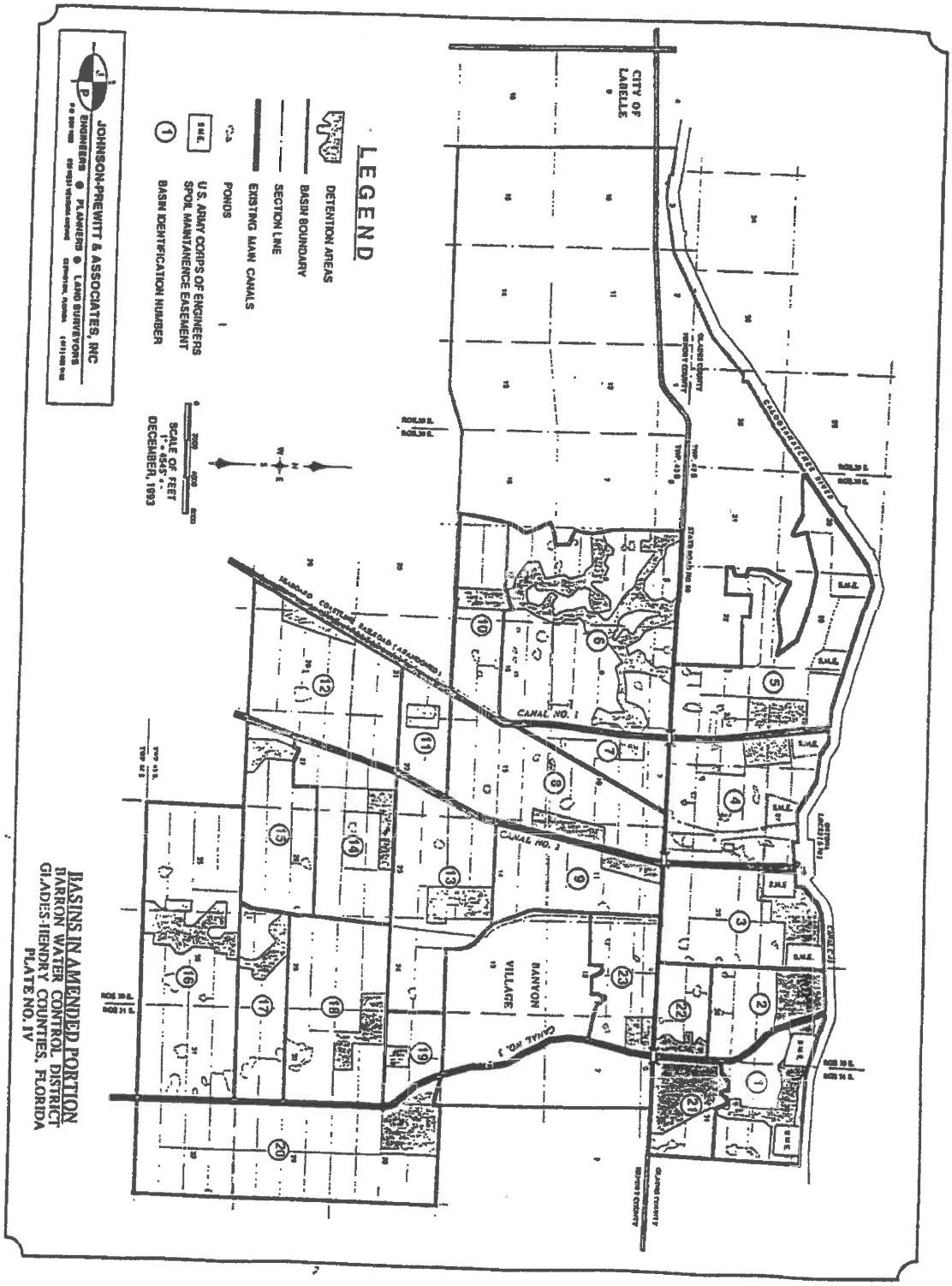
EXHIBIT "2"


VILLAGES OF PORT LABELLE
COMMUNITY DEVELOPMENT DISTRICT
GLADES & HENDRY COUNTIES
EXHIBIT 1
MARCH 1982
DISTRICT PROPERTY
GENERAL DEVELOPMENT CORPORATION
ENVIRONMENTAL PROGRAMS DEPT.
0 .5 1 2
MILES
N
R.29 E
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43-29
43-30
RANCHETTES
GLADES COUNTY
HENDRY COUNTY
VILLAS
STATE
RAILROAD
T.43 S
T.44 S
LEGEND
RECORD PLAT BOUNDARY
NOT INCLUDED IN DISTRICT
PORT LABELLE RECORD PLAT
OFF REC 0541 PAGE 1647



AREA TO BE AMENDED
BARRON WATER CONTROL DISTRICT
GLADES-HENDRY COUNTIES, FLORIDA
PLATE NO.III

EXHIBIT "3"



BASINS IN AMENDED PORTION
BARRON WATER CONTROL DISTRICT
GLADES-HENDRY COUNTIES, FLORIDA
PLATE NO. IV

This Instrument Was Prepared By:
ALBERT E. ROSELL, Counsel
General Development Corporation
1111 S. Bayshore Drive
Miami, Florida 33131

OFF. REC. 235 PAGE 1650

A S S I G N M E N T

OFF. REC. 235 PAGE 172

KNOW ALL MEN BY THESE PRESENTS that GENERAL DEVELOPMENT CORPORATION, a corporation organized and existing under the laws of the State of Delaware, qualified to do business in the State of Florida, and having its principal place of business at 1111 South Bayshore Drive, Miami, Florida 33131, as successor in title to W. B. BARRON and LOIS H. BARRON, his wife, for and in consideration of the sum of TEN AND 00/100 ($10.00) DOLLARS and other good and valuable consideration to it in hand paid, the receipt thereof being herewith acknowledged, does hereby and herewith assign, transfer and deliver over unto BARRON WATER MANAGEMENT DISTRICT, a Drainage District in Hendry and Glades Counties, Florida, created under the provisions of Chapter 298 of the Florida Statutes, the following and subject to the following conditions and reservations, to-wit:

1. All of the right, title and interest of W. B. BARRON, LOIS H. BARRON, his wife, and ELLA HENDRY (which right, title, and interest became vested in GENERAL DEVELOPMENT CORPORATION as successor in title to W. B. BARRON, LOIS H. BARRON, his wife, and ELLA HENDRY) in and to:

A. That certain Drainage Easement Agreement dated March 9, 1962, by and between W. B. BARRON and LOIS H. BARRON, husband and wife, of La Belle, Hendry County, Florida, and MRS. ELLA HENDRY, unmarried, of Tampa, Hillsborough County, Florida, and JOE A. HILLIARD and WILMUTH Y. HILLIARD, husband and wife, of Clewiston, Hendry County, Florida, and MARLIN W. HILLIARD, unmarried, of La Belle, Hendry County, Florida, and ALICO LAND DEVELOPMENT COMPANY, a Florida Corporation, with principal office at Jacksonville, Duval County, Florida, which Drainage Easement Agreement has been duly recorded in the Public Records of Glades County, Florida, in Official Record Book 26 at Page 492 and in the Public Records of Hendry County,

INDEXED

RECORDED IN OFFICIAL RECORDS HENDRY COUNTY, FLORIDA
'77 JAN -7 PM 2:28
CHARLOTTE R. FITZSIMMONS CLERK CIRCUIT COURT

77 3132

EXHIBIT "4"

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Florida, in Official Record Book 56 at Page 396;

and

REC. 235 PAGE 173

B. That certain Clarification and Modification of existing Drainage Easement Agreement entered into on the 22nd day of November, 1971, by and between W. B. BARRON and LOIS H. BARRON, husband and wife, JOE A. HILLIARD and WILMUTH Y. HILLIARD, husband and wife, and MARLIN W. HILLIARD, ALICO LAND DEVELOPMENT COMPANY, a Florida corporation and GERBER GROVES WATER CONTROL DISTRICT, a Drainage District in Hendry County, Florida, created under Chapter 298, Florida Statutes, which Clarification and Modification was duly recorded in the Public Records of Glades County, Florida, in Official Record Book 52 at Page 877 and in the Public Records of Hendry County, Florida in Official Record Book 154 at Page 96.

2. GENERAL DEVELOPMENT CORPORATION, for the consideration aforesaid, further assigns, transfers and delivers over to said BARRON WATER MANAGEMENT DISTRICT an easement for drainage purposes over the "common areas and greenbelt tracts," so called, in the plats of Port La Belle Units 1, 2, 3, 4 and 5 recorded respectively in the Public Records of Hendry County, Florida in Plat Books 3, at Pages 50 thru 59, 3 at Pages 60 thru 72, 3 at Pages 73 thru 85, 3 at Pages 86 thru 102 and 3 at Pages 104 thru 106, for the purpose of operation and maintenance of the Storm Water Management (Drainage) System which is to be constructed within the respective common areas and greenbelt tracts of said recorded plats.

TO HAVE AND TO HOLD the same unto said BARRON WATER MANAGEMENT DISTRICT subject, however, to the following reservations, terms and conditions, to-wit:

1. BARRON WATER MANAGEMENT DISTRICT agrees to maintain and pay for the proportionate cost of maintenance of the subject properties as more fully described in the Drainage Easement Agreement and Clarification and Modification

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OFF. REC. 235 PAGE 174

thereof above referred to.

2. GENERAL DEVELOPMENT CORPORATION reserves the right to itself, its successors and assigns of future construction within canals 1, 2 and 3 as required to implement the development of Port La Belle according to the Plan of Reclamation also known as Plan of Water Management for BARRON WATER MANAGEMENT DISTRICT dated June, 1975, which Plan fully outlines said canals 1, 2 and 3. After completion thereof, BARRON WATER MANAGEMENT DISTRICT agrees to maintain the same.

3. GENERAL DEVELOPMENT CORPORATION reserves to itself, its successors and assigns, the right to complete development in those areas not yet completed and particularly in areas described as Port La Belle Units 1 through 5, all inclusive, according to the plats thereof, recorded as follows, to-wit:

PORT LA BELLE UNIT 1
Recorded in Plat Book 3, Pages 50 thru 59;

PORT LA BELLE UNIT 2
Recorded in Plat Book 3, Pages 60 thru 72;

PORT LA BELLE UNIT 3
Recorded in Plat Book 3, Pages 73 thru 85;

PORT LA BELLE UNIT 4
Recorded in Plat Book 3, Pages 86 thru 102;

PORT LA BELLE UNIT 5
Recorded in Plat Book 3, Pages 104 thru 106,

all in Hendry County, Florida, and also reserves to itself the right to convey necessary easements for utilities such as power, telephone, sewer and water as are needed, over, across, and through the "common areas and greenbelt tracts," so called, in the above-described plats.

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OFF. REC. 235 PAGE 175

4. For the consideration aforesaid, BARRON WATER MANAGEMENT DISTRICT further agrees to maintain and keep in good order and repair the respective common areas and greenbelt tracts, both existing and proposed, on said plats as indicated on sketch prepared by GENERAL DEVELOPMENT CORPORATION, attached hereto as Exhibit "A" and incorporated herein by reference.

5. For the consideration aforesaid, BARRON WATER MANAGEMENT DISTRICT reserves to itself the right to levy such charges on individual property owners for such operation and maintenance as authorized by Chapter 298 of the Florida Statutes.

6. Further, and for the consideration aforesaid, BARRON WATER MANAGEMENT DISTRICT agrees, at its expense, to obtain, maintain and keep current all necessary construction and operation permits for the completion and continued operation of said Storm Water Management System, and further agrees to raimburse Ganeral Development Corporation for engineering and other expenses advanced by it in connection with such permits as have been obtained by General Development Corporation to the date of the execution of this Assignment.

BARRON WATER MANAGEMENT DISTRICT, by its execution of this Assignment, accepts the same and agrees to be bound by all of the terms, covenants and conditions hereinbefore set forth.

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RPT REC 235 PAGE 176

IN WITNESS WHEREOF, GENERAL DEVELOPMENT CORPORATION has caused this Assignment to be executed and its corporate seal to be hereunto affixed by its proper officers hereunto duly authorized at Miami, Dade County, Florida, on this 11th day of May, 1977.

Signed, sealed and delivered in the presence of:

GENERAL DEVELOPMENT CORPORATION

BY: C. C. CRUMP, Senior Vice President

ATTEST: SAUL J. SACK, Asst. Secretary

FORM APPROVED ATTORNEY

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this 11th day of May, 1977, before me personally appeared C. C. CRUMP and SAUL J. SACK, Senior Vice President and Assistant Secretary respectively of GENERAL DEVELOPMENT CORPORATION, a corporation under the laws of the State of Delaware, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purpose therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami, Dade County, Florida, the day and year last aforesaid.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 8 1980
BONDED THRU GENERAL INS. UNDERWRITERS

OFF REC 0541 PAGE 1655

SUPP. REC. 235 PAGE 177

The foregoing Assignment is herewith accepted subject to all of the terms, covenants and conditions therein contained.

BARRON WATER MANAGEMENT DISTRICT

Signed, sealed and delivered in the presence of:

BY: Roger L. Hawkins
President

ATTEST: Fred R. Stampfli
Secretary

STATE OF FLORIDA

COUNTY OF

I HEREBY CERTIFY that on this 7th day of June, 1977, before me personally appeared ROGER L. HAWKINS and FRED R. STAMPFLI, President and Secretary respectively of BARRON WATER MANAGEMENT DISTRICT, a drainage district created under the provisions of Chapter 298 of the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purpose therein mentioned and that they affixed thereto the official seal of said drainage district, and that the said instrument is the act and deed of said drainage district.

WITNESS my signature and official seal at LaBelle, Florida Hendry County, Florida, the day and year last aforesaid.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

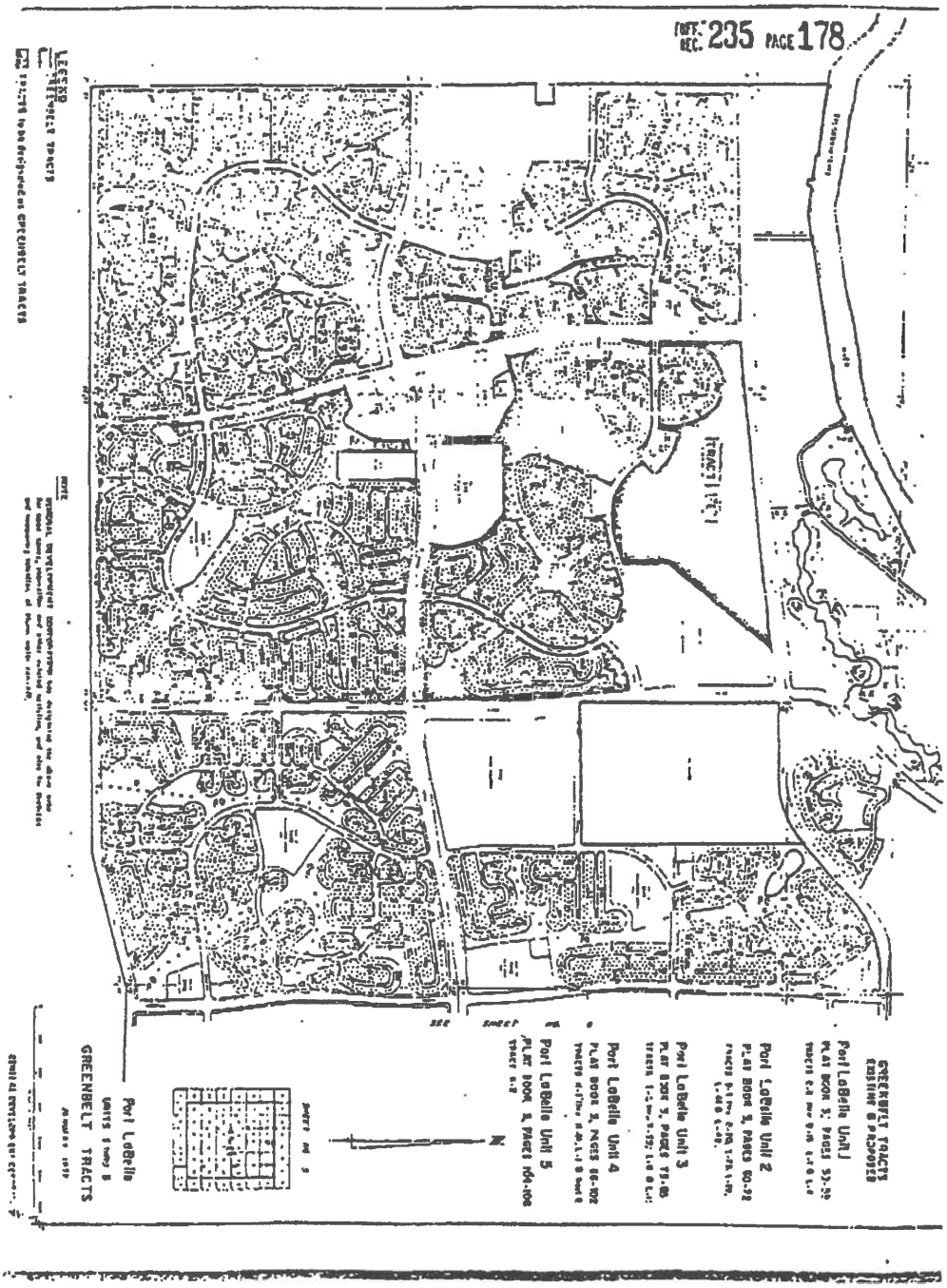
My Commission Expires:

MY COMMISSION EXPIRES MAY 24, 1978

OFF REC 0541 PAGE 1656

EXHIBIT "A"

OFF. REC. 235 PAGE 178



OFF REC 0541 PAGE 1657

Barron Water Control District
Plan of Reclamation
Proposed Primary Drainage Canals

Drainage

Canal C-1: A parcel of land lying within Section 28 & 33; Township 42 South; Range 30 East, Glades County, Florida, and Section 3, 10, 15, 16, 21, 28 & 29; Township 43 South; Range 30 East, Hendry County, Florida, more particularly described as:

Lying between Basins 4 & 5, lying between Basin 6 & 7, lying between Basins 6 & 8, lying between Basins 10 & 11, and lying along the western line of Basin 12, as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Canal C-2: A parcel of land lying within Section 26 & 27, and 34 & 35; Township 42 South; Range 30 East, Glades County; and Section 2, 11, 14, 15, 22 & 27; Township 43 South; Range 30 East, Hendry County; more particularly described as:

Lying between Basins 3 & 4, lying between Basins 8 & 9, lying between Basins 11 & 13, lying between Basins 12 & 14, and lying between Basins 12 & 15 as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Canal C-3: A parcel of land lying within Section 25 & 36; Township 42 South; Range 30 East, Glades County; Section 31; Township 42 South; Range 31 East, Glades County; Section 6, 7, 18, 19, 20, 29, 30, 31 & 32; Township 43 South; Range 31 East, Hendry County, more particularly described as follows:

Lying between Basins 1 & 2, lying between Basins 2 & 21, lying between Basins 21 & 22, lying along the east line of Basin 23, lying through Banyon Village as shown on the Plat of Port LaBelle Unit 10, as recorded in Plat

Book 4, Pages 17-28 and the Plat of Port LaBelle Unit 11, as recorded in Plat Book 4, Pages 29-41, Public Records of Hendry County, Florida; lying between Basins 19 & 20, lying between Basins 18 & 20, lying between Basins 17 & 20, lying between Basins 16 & 20, as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 10 Outfall & Offsite Drainage Canal:

A parcel of land lying within Section 16 & 17; Township 43 South; Range 30 East, Hendry County, more particularly described as lying along the south property line of Basin 10, as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 11 Drainage Canal:

A parcel of land lying within Section 21, 22, 15 & 16; Township 43 South; Range 30 East, Hendry County, more particularly described as, lying along the common section line of Section 21 & 22, within Basin 11, and lying between Basins 11 & 8, as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 16 Outfall Canal:

A parcel of land lying within Section 25 & 36; Township 43 South; Range 30 East and Section 30 & 31; Township 43 South; Range 31 East, Hendry County; more particularly described as lying within Basin 16 as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 18 Outfall Canal:

A parcel of land lying within Section 24; Township 43 South; Range 30 East and Section 19; Township 43 South; Range 31 East, Hendry County and along the south side of Banyon Village as shown on the Plat of Port LaBelle Unit 10, as recorded in Plat Book 4, Pages 17-28 and the Plat of Port LaBelle Unit 11, as recorded in Plat Book 4, Pages 29-41, Public Records of Hendry County, Florida; as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 19 Outfall Canal:

A parcel of land lying within Section 19; Township 43 South; Range 31 East, Hendry County and along the south side of Banyon Village as shown on the Plat of Port LaBelle Unit 10, as recorded in Plat Book 4, Pages 17-18 and the Plat of Port LaBelle Unit 11, as recorded in Plat Book 4, Pages 29-41, Public Records of Hendry County, Florida; as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

OFF REC 0541 PAGE 1660

Barron Water Control District
Plan of Reclamation
Proposed Primary Irrigation Canal

Irrigation

Canal C-3:

A parcel of land lying within Section 25 & 36; Township 42 South; Range 30 East, Glades County; Section 31; Township 42 South; Range 31 East, Glades County; Section 6, 7, 18, 19, 20, 29, 30, 31 & 32; Township 43 South; Range 31 East, Hendry County, more particularly described as follows:

Lying between Basins 1 & 2, lying between Basins 2 & 21, lying between Basins 21 & 22, lying along the east line of Basin 23, lying through Banyon Village as shown on the Plat of Port LaBelle Unit 10, as recorded in Plat Book 4, Pages 17-28 and the Plat of Port LaBelle Unit 11, as recorded in Plat Book 4, Pages 29-41, Public Records of Hendry County, Florida; lying between Basins 19 & 20, lying between Basins 18 & 20, lying between Basins 17 & 20, lying between Basins 16 & 20, as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 2, 22, 3, 4 & 5 Irrigation Canal:

A parcel of land lying within Section 25, 26, 29, 32, 33, 34, 35 & 36; Township 42 South; Range 30 East, Glades County, Florida, more particularly described as follows:

Lying between Basins 2 & 3, lying between Basins 2 & 22, lying within Basins 3, 4 & 5 as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

96-may.143
BSE File 92066.01.4

OFF REC 0541 PAGE 1661

Basin 1 & 21 Irrigation Canal:

A parcel of land lying within Section 31; Township 42 South; Range 31 East, Glades County, Florida, more particularly described as follows:

Lying between Basins 1 & 21 as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 20 Irrigation Canal:

A parcel of land lying within Section 20, 29 & 32; Township 43 South; Range 31 East, Hendry County, Florida, more particularly described as follows:

Lying within Basin 20 as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 6 -10, 13, 23 Irrigation Canal

A parcel of land lying within Section 6; Township 43 South; Range 31 East, Glades County, Florida, and Section 2, 4, 5, 8-11, 14-18; Township 43 South; Range 30 East, Hendry County, Florida, more particularly described as follows:

Lying within Basin 6-9 and Basin 23, and lying between Basins 9 & 13, 6 & 10 as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 11-19 Irrigation Canal:

A parcel of land lying within Section 13, 14, 21-28, 35 & 36; Township 43 South; Range 30 East, Hendry County, and Sections 19, 30 & 31; Township 43 South; Range 31 East, Hendry County, Florida, more particularly described as follows:

OFF REC 0541 PAGE 1662

Lying within Basins 12, 13, 16 & 17, and lying between Basins 11 & 12, 14 & 15, 13 & 14, 18 & 19, 17 & 18, 15 & 17, and 14 & 18, as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

FL 9611597 B 544 P 1861
CO:HENDRY ST:FL

Please return to:
Thomas B. Hart, Esquire

This instrument prepared by:
Thomas B. Hart, Esquire
HUMPHREY & KNOTT, P.A.
1625 Hendry Street, Third Floor
Fort Myers, Florida 33901
(941) 334-2722
Florida Bar No. 754684

DOC STAMPS .70
INTANG TAX .00

CHRISTINE PRATT CLERK
CO:HENDRY ST:FL

FILED AND RECORDED
DATE 11/25/96 TIME 15:25

SECOND MODIFICATION OF DRAINAGE EASEMENT AGREEMENT

THIS AGREEMENT is entered into this 25th day of SEPTEMBER, 1996, by and between: Barron Water Control District; Gerber Groves Water Control District; Devils Garden Water Control District;, Collins Slough Water Control District; Alico, Inc.; and, Walter Howard, W. Bernard Lester and Ralph Nicholson, the latter three constituting the Board of Trustees of the Barron-Hilliard-Alico Cooperative Drainage Plan.

WHEREAS, the parties, or their predecessors, did previously enter into a certain Drainage Easement Agreement, dated March 9, 1962, and filed in O.R. Book 56, page 396 of the Public Records of Hendry County, Florida, and in O.R. Book 26, page 492, of the Public Records of Glades County, Florida ("Drainage Easement Agreement"); and

WHEREAS, the Drainage Easement Agreement was amended by that certain Clarification and Modification of Existing Drainage Easement Agreement, dated November 22, 1971, and recorded in O.R. Book 154, page 96, of the Public Records of Hendry County, Florida, and O.R. Book 52, page 877, of the Public Records of Glades County, Florida ("Modification Agreement"); the Drainage Easement Agreement as amended by the Modification Agreement shall be referred to herein as the "AGREEMENT"; and

WHEREAS, the Modification Agreement provides in paragraph 9(g) that if the lands described in the AGREEMENT should be incorporated into water control districts that in such event the rights, privileges and obligations of the landowners prescribed by the AGREEMENT "shall be automatically

transferred to and be vested in the Board of Supervisors or other appropriate governing body of said District...;" and

WHEREAS, the lands of Barron described in Exhibit "A" to the Modification Agreement have been incorporated into the Barron Water Control District; and

WHEREAS, the lands of Hilliard described in Exhibit "B" of the Modification Agreement have been incorporated into the Collins Slough Water Control District; and

WHEREAS, the lands of Alico, Inc., described in Exhibit "C" of the Modification Agreement have been incorporated into the Devils Garden Water Control District; and

WHEREAS, the lands of Hilliard described in Exhibit "D" of the Modification Agreement were previously incorporated into the Gerber Groves Water Control District; and

WHEREAS, Alico, Inc., now wishes to have removed a portion of its lands, described as Parcel One and Parcel Two in the exhibits attached hereto and made a part hereof, from the obligations, burdens and benefits of the AGREEMENT and to be totally discharged from the provisions thereof with respect to said lands; and

WHEREAS, Alico, Inc. has entered into an agreement to sell lands contained in Parcel One to the South Florida Water Management District, a public corporation of the State of Florida; that said District has required as a prerequisite to the closing that said lands must be removed from the provisions of said AGREEMENT; that, therefore, the primary purpose of this amendment is to remove said lands from the provisions thereof in order for said public corporation to acquire the same for public purposes; and

WHEREAS, Alico, Inc. may hereafter sell all or a portion of the lands in Parcel Two to the State of Florida, or other public entity, and anticipates the same requirement in the event such a sale should occur; and

WHEREAS, Alico, Inc., is willing to accept a greater obligation on its lands which remain subject to the AGREEMENT in exchange for removal of said lands from the provisions of the AGREEMENT.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The premises are true and correct.

2. The lands of Alico, Inc., contained in Parcel One and Parcel Two in the exhibit attached hereto shall be excluded from the provisions, obligations, burdens and benefits of the AGREEMENT and upon the effective dates described herein the AGREEMENT shall have no further force or effect with respect to Parcel One and Parcel Two. The effective date for the removal of the lands in Parcel One shall be upon the date of the execution of this SECOND MODIFICATION OF DRAINAGE EASEMENT AGREEMENT by all parties. The effective date for the removal of the lands in Parcel Two shall be the date that Alico, Inc. conveys said lands to the State of Florida, or other public entity .

3. Alico, Inc., shall be responsible for any obligations arising out of the AGREEMENT for which Alico, Inc., would have been responsible if the lands described as Parcel One and Parcel Two were not removed from the effect and operation of the AGREEMENT. For example, Alico, Inc., shall be responsible for system maintenance costs as outlined in paragraph 4 of the Modification Agreement, attributable to Parcel One or Parcel Two, in the exact proportions stated therein, notwithstanding that subsequent to this SECOND MODIFICATION OF DRAINAGE EASEMENT AGREEMENT Alico, Inc., may transfer to a public entity (as described in paragraph 2) the lands described as Parcel One and Parcel Two in the attached exhibit. In the event that Alico, Inc., makes such a transfer, the said public entity transferee will receive those lands free and clear of any obligations, burdens or benefits of the AGREEMENT, specifically including but not limited to, personal liability, maintenance costs or any possibility of liens, arising pursuant to the AGREEMENT, attaching to the property described as Parcel One and Parcel Two. Until the effective date for the removal of the lands in Parcel Two, the Devil's Garden Water Control District will remain responsible for the system maintenance cost for Parcel Two pursuant to the AGREEMENT.

4. Except as amended herein all provisions of the AGREEMENT remain in full force and effect. In the event of conflict between any of the terms and provisions of the AGREEMENT and this amendment, the provisions of the latter shall govern.

5. This AGREEMENT shall be binding upon and shall inure to the benefit of the successors, heirs, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals as of the date first above written.

BARRON WATER CONTROL DISTRICT

By: James E. Coddington
Chairman, Board of Supervisors

W. Harold Reeves
1st Witness
W. HAROLD REEVES
Printed Name

Kenneth Downing
2nd Witness
KENNETH DOWNING
Printed Name

STATE OF FLORIDA)
) ss
COUNTY OF Hendry)

The foregoing instrument was acknowledged before me this 11 day of September, 1996 by James E. Coddington, Chairman, Board of Supervisors of BARRON WATER CONTROL DISTRICT, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires:

Printed Name

JUNE S. SHIVERS
MY COMMISSION # CC 256686
EXPIRES: February 25, 1997
Bonded Thru Notary Public Underwriters

FL 9611597 B 544 P 1865
CO:HENDRY ST:FL

GERBER GROVES WATER CONTROL DISTRICT

By: Bryan Beer
Chairman/Board of Supervisors

George F. Burchard
1st Witness
George F. Burchard
Printed Name

Lewis E Maretti
2nd Witness
Lewis E Maretti
Printed Name

STATE OF FLORIDA)
) ss
COUNTY OF Hendry)

The foregoing instrument was acknowledged before me this 20 day of September, 1996 by Bryan Beer, Chairman, Board of Supervisors of GERBER GROVES WATER CONTROL DISTRICT, who is personally known to me ~~or has produced~~ ~~as identification.~~

Thomas B Hart
Notary Public
Thomas B. Hart
Printed Name

My Commission Expires:

OFFICIAL NOTARY SEAL
THOMAS BRYAN HART
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC586237
MY COMMISSION EXP. SEPT 18,2000

FL 9611597 B 544 P 1866
CO:HENDRY ST:FL

DEVILS GARDEN WATER CONTROL DISTRICT

1st Witness

W.R. HOWARD
Printed Name

2nd Witness

ROSA bae Hull
Printed Name

By: _____
Chairman, Board of Supervisors

STATE OF FLORIDA)
) ss
COUNTY OF HENDRY)

The foregoing instrument was acknowledged before me this 25 day of SEPTEMBER, 1996 by W. BROWN LEWIS, Chairman, Board of Supervisors of DEVILS GARDEN WATER CONTROL DISTRICT, who is personally known to me or has produced _____ as identification.

Notary Public

THOMAS B. HART
Printed Name

My Commission Expires:

OFFICIAL NOTARY SEAL
THOMAS BRYAN HART
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC356237
MY COMMISSION EXP. SEPT 18,2000

FL 9611597 B 544 P 1867
CO:HENDRY ST:FL

COLLINS SLOUGH WATER CONTROL DISTRICT

By: _____
Chairman, Board of Supervisors

_____
1st Witness

_____
Printed Name

_____
2nd Witness

W.R. HOWARD
Printed Name

STATE OF FLORIDA)
) ss
COUNTY OF Hendry)

The foregoing instrument was acknowledged before me this 25 day of September, 1996 by W. Bryan Lantz, Chairman, Board of Supervisors of COLLINS SLOUGH WATER CONTROL DISTRICT, who is personally known to me or has produced _____ as identification.

_____
Notary Public

THOMAS B. HART
Printed Name

My Commission Expires:

OFFICIAL NOTARY SEAL
THOMAS BRYAN HART
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO CC586237
MY COMMISSION EXP. SEPT 18,2000

FL 9611597 B 544 P 1868
CO:HENDRY ST:FL

1st Witness

W.R. HOWARD
Printed Name

2nd Witness

Printed Name

ALICO, INC.

By: , Vice President

(SEAL)

STATE OF FLORIDA)
) as
COUNTY OF Hendry)

The foregoing instrument was acknowledged before me this 25 day of September 1996 by W. Bernard Lanier, Vice President, ALICO, INC., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced as identification.

Notary Public

Thomas B. Hart
Printed Name

My Commission Expires:

OFFICIAL NOTARY SEAL
THOMAS BRYAN HART
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO CC586237
MY COMMISSION EXP. SEPT 18,2000

FL 9611597 B 544 P 1869
CO:HENDRY ST:FL

BOARD OF TRUSTEES OF THE BARRON-HILLIARD-ALICO COOPERATIVE DRAINAGE PLAN

By: _____
Walter Howard, Chairman, Trustee

_____
1st Witness
_____
Printed Name
_____
2nd Witness
_____
Printed Name

By: _____
W. Bernard Lester, Trustee

_____
1st Witness
_____
Printed Name
_____
2nd Witness
_____
Printed Name

By: _____
Ralph Nicholson, Trustee

_____
1st Witness
_____
Printed Name
_____
2nd Witness
_____
Printed Name

STATE OF FLORIDA)
) ss
COUNTY OF Hendry)

FL 9611597 B 544 P 1870
CO:HENDRY ST:FL

The foregoing instrument was acknowledged before me this 20 day of September, 1996 by Walter Howard, Chairman Trustee, BOARD OF TRUSTEES OF THE BARRON-HILLIARD-ALICO COOPERATIVE DRAINAGE PLAN, who is personally known to me ~~or has produced~~ ~~as identification.~~

Notary Public

Thomas B. Hart
Printed Name

My Commission Expires:

OFFICIAL NOTARY SEAL
THOMAS BRYAN HART
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC386237
MY COMMISSION EXP. SEPT 18,2000

STATE OF FLORIDA)
) ss
COUNTY OF Hendry)

The foregoing instrument was acknowledged before me this 20 day of September, 1996 by W. Bernard Lester, Trustee, BOARD OF TRUSTEES OF THE BARRON-HILLIARD-ALICO COOPERATIVE DRAINAGE PLAN, who is personally known to me ~~or has produced~~ ~~as identification.~~

Notary Public

Thomas B. Hart
Printed Name

My Commission Expires:

OFFICIAL NOTARY SEAL
THOMAS BRYAN HART
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC386237
MY COMMISSION EXP. SEPT 18,2000

STATE OF FLORIDA)
) ss
COUNTY OF Hendry)

The foregoing instrument was acknowledged before me this 20 day of September, 1996 by Ralph Nicholson, Chairman Trustee, BOARD OF TRUSTEES OF THE BARRON-HILLIARD-ALICO COOPERATIVE DRAINAGE PLAN, who is personally known to me ~~or has produced~~ ~~as identification.~~

Notary Public

Thomas B. Hart
Printed Name

My Commission Expires:

OFFICIAL NOTARY SEAL
THOMAS BRYAN HART
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC386237
MY COMMISSION EXP. SEPT 18,2000

FL 9611597 B 544 P 1871
CO:HENDRY ST:FL

PARCEL ONE

A parcel of land situate in Hendry County, Florida, more particularly described as follows:

All that portion of Sections 24, 25 and 36, Township 44 South, Range 29 East, said Hendry County, lying Easterly of the former Atlantic Coast Line Railroad Company right-of-way.

TOGETHER WITH:

The West half (W 1/2) of Section 19, Sections 29, 30, 31 and 32, Township 44 South, Range 30 East, said Hendry County.

TOGETHER WITH:

All that portion of Sections 1, 12 and 13, Township 45 South, Range 29 East, Hendry County, lying Easterly of the former Atlantic Coast Line Railroad right-of-way.

TOGETHER WITH:

The West half (W 1/2) of Section 5, and that portion of the East half (E 1/2) of Section 5 lying Northerly of the Northerly right-of-way line of State Road S-832, Sections 6, 7, the West half (W 1/2) of Section 8, Sections 17 and 18, Township 45 South, Range 30 East, said Hendry County.

LESS the North 50 feet of the West half (W 1/2) of Section 19, Township 44 South, Range 30 East and LESS the North 50 feet of that portion of Section 24, Township 44 South, Range 29 East lying Easterly of the East line of said former Seaboard Coast Line Railroad.

PARCEL TWO

A parcel of land situate in Hendry County, Florida, more particularly described as follows:

The East 1/2 of Section 19 less the North 50 feet, Section 20 less the North 50 feet, Section 21, West 1/2 of Section 27, Sections 28 and 33, and the West 1/2 of Section 34, all in Township 44 South, Range 30 East.

TOGETHER WITH:

The West 1/2 of Section 3, Section 4, East 1/2 of Section 5 lying south of County Road 832, East 1/2 of Section 8, Sections 9, 10, 11, 14, 15 and 16 all in Township 45 South, Range 30 East.

FL 9806966 B 570 P 1496
CO:HENDRY ST:FL

CIRCUIT COURT CLERK
GLADES COUNTY, FLORIDA

1996 ATLANTIC GULF COMMUNITIES CORPORATION, BARRON WATER CONTROL DISTRICT AND PORT LABELLE COMMUNITY DEVELOPMENT DISTRICT AGREEMENT AND GRANTS OF EASEMENTS AND RELEASES OF EASEMENTS AND RIGHTS OF WAY

FILED FOR RECORD
98 JUL -1 PM 2:07
CLERK CIR. CT.
GLADES COUNTY, FL.
BY _____ D.C.

Atlantic Gulf Communities Corporation, a Delaware Corporation, authorized to do business in the State of Florida, and formerly known as General Development Corporation ("AGCC"), Barron Water Control District, a political subdivision of the State of Florida established in accordance with Chapter 298, Florida Statutes, ("Barron"), and the Port LaBelle Community Development District, a political subdivision of the State of Florida established under the provisions of Chapter 80-407, Laws of Florida, ("CDD"), agree as of the 9th day of July, 1996, as follows:

BACKGROUND

A. From 1962 until 1972, the Barron, Hendry Family (defined as "W.B. Barron and Lois H. Barron, and Mrs. Ella Hendry") owned fee simple title to all of the real estate which lies within Barron and CDD (the "District Lands").

B. On March 9, 1962, the Barron, Hendry Family entered a Drainage Easement Agreement (recorded at OR Book 56, Page 396 of Hendry County, Florida and OR Book 26, Page 492 of Glades County, Florida) with two sets of adjacent landowners, the Hilliards, and Alico Land Development Company which was clarified and modified and joined in by Gerber Groves Water Control district on November 22, 1971 pursuant to the Clarification and Modification of Existing Drainage Easement Agreement recorded at OR Book 154, Page 96 of Hendry County, Florida and OR Book 52, Page 877 of Glades County, Florida. The Drainage Easement Agreement and the Clarification and Modification of Existing Drainage Easement Agreement are referred to collectively as the Joint Trust Agreement).

C. Thereafter, in 1972, the Barron, Hendry Family sold the District Lands to General Development Corporation ("GDC").

D. In 1975, Barron was established under Chapter 298, Florida Statutes, for the purpose of providing flood control, drainage, and irrigation. This was done by petition to the Circuit Court of the Twentieth Judicial Circuit, In Re: Barron Water Management District, Case NO. 72-917 filed by GDC as the major landowner within the District Lands owning some 31,336 acres of property. Exhibit "1" shows the boundary of Barron.

E. In 1975 the Board of Supervisors of Barron adopted a Water Management Plan to provide flood control, drainage and irrigation ("Original Plan").

PAGE 0877

CHRISTINE PRATT CLERK
CO:HENDRY ST:FL

1 FILED AND RECORDED
DATE 07/06/98 TIME 11:09

F. Thereafter, GDC platted a large portion of Barron and began to develop urban and recreational sites.

G. By Assignment dated June 7, 1977, and recorded at OR Book 235, Page 172 of Hendry County, Florida, Barron assumed responsibility for administration of the rights and responsibilities of the Barron, Hendry Family under the Joint Trust Agreement.

H. In 1982, the CDD was formed under Chapter 80-407, Laws of Florida, to include virtually all of the area included in Barron and includes the undeveloped lands within Barron shown on Exhibit "2" attached hereto ("Agricultural Property").

I. In 1983, GDC, Barron and CDD entered into an Agreement which confirmed the obligations of the parties thereto to provide maintenance and drainage services as stated therein dated August 16, 1983, and recorded in OR Book 1078 Page 88 of Glades County and OR Book 427 Page 325 of Hendry County ("1983 Agreement").

J. In 1992 AGCC came to be the successor-in-interest to GDC, and is the major landowner of the Agricultural Property.

K. By 1993, AGCC had determined that the Agricultural Property should not be developed as an urban and recreational area as contemplated in the Original Plan, but remain in agriculture and be developed for more intensive agricultural uses.

L. Barron then determined that the Original Plan was not sufficient to accommodate the flood control and irrigation requirements necessitated by AGCC's proposal of more intensive agricultural use of the Agricultural Property.

M. In August, 1993, pursuant to Chapter 298, Florida Statutes, Barron's Board of Supervisors adopted an Amended Plan of Water Management ("Amended Plan") which would accommodate the changes in land use proposed by AGCC and upgrade the Original Plan to efficiently accommodate both AGCC and adjacent outside landowners' use of Barron's water management facilities.

N. The Amended Plan was approved by the Twentieth Judicial Circuit Court for Hendry County, In Re: Barron Water Control District Plan of Water Management Amendment, Case NO. 93-864 on May 2, 1994.

O. CDD was kept informed of these proposals and has no objection.

P. Barron has reassessed the Agricultural Property on the basis of the benefits and damages resulting from the Amended Plan and changed land uses on the Agricultural Property.

Q. The Original Plan remains valid and in effect for the land within Barron which lies

OR 175 PAGE 0878

outside the Agricultural Property. This land will be referred to as the "Urban Property" and is shown on Exhibit "3". The Amended Plan does not address nor is it intended to make any changes in the Urban Property within Barron with the exception of exempting certain public property from Barron's assessments.

R. Now the parties wish to cancel the 1983 Agreement and enter into this Agreement to conform to the Amended Plan.

NOW THEREFORE, AGCC, Barron and CDD hereby further agree as follows:

1. The above Background paragraphs are true and correct and are incorporated herein by reference.

2. The 1983 Agreement is hereby canceled.

3. Barron hereby confirms its acceptance of responsibility for administration of the rights and responsibilities of W.B. Barron and Lois H. Barron, and Mrs. Ella Hendry under the Drainage Easement Agreement (dated March 9, 1962, between W.B. Barron and Lois H. Barron, Mrs. Ella Hendry, Joe A. Hilliard and Wilmuth Y. Hilliard, Marlin W. Hilliard, and Alico Land Development Company, recorded at OR Book 56, Page 396 of Hendry County, Florida and OR Book 26, Page 492 of Glades County, Florida) and the Clarification and Modification of Existing Drainage Easement Agreement (Dated November 22, 1971, between W.B. Barron and Lois H. Barron, Joe A. Hilliard and Wilmuth Y. Hilliard, Marlin W. Hilliard, Alico Land Development Company and Gerber Groves Water Control District, recorded at OR Book 154, Page 96 of Hendry County, Florida and OR Book 52, Page 877 of Glades County, Florida) jointly referred to as the "Joint Trust Agreement", as previously agreed in the Assignment dated June 7, 1977, recorded in at OR Book 235, Page 172, of Hendry County Florida and attached hereto as Exhibit "4".

4. Barron will not object after development is essentially complete in the Urban Property, to the transfer of ownership to the CDD of greenbelts, private streets, bridges, culverts and water control structures (except for those areas within the plats of Port LaBelle Unit 4, recorded at Plat Book 3, Page 86, Official Records of Hendry County, Florida, Port LaBelle Unit 5, recorded at Plat Book 3, Page 104, Official Records of Hendry County, Florida, Port LaBelle Holiday Park Unit 1, recorded at Plat Book 4, Page 3, Official Records of Hendry County, Florida, Port LaBelle VILLAS, recorded at Plat Book 3, Page 96, Official Records of Glades County, Florida), either directly or through the applicable Property Owners Association, provided that a non-exclusive drainage, maintenance, and access easement is granted to Barron and recorded, over all the greenbelt tracts and private streets and that the conveyance deed to CDD is subject to said easement. In addition, Barron and CDD will enter into an agreement defining limits of responsibility for each agency.

5. AGCC hereby confirms that ownership of greenbelt and other previously designated areas (including water control structures) in Port LaBelle Units 4, 5, and Holiday Park Unit 1 as

PAGE 0879 175

directly pertain to drainage requirements in those Units, has been conveyed to the applicable Property Owners Association by recorded document granting Barron an easement over the entire greenbelt areas and private streets as set forth in the Covenants and Restrictions recorded for each Unit.

6. AGCC agrees, represents and warrants that water levels in golf course lakes and waterways within the Urban Property will be normally controlled by the golf course owner. Notwithstanding the foregoing, Barron has final authority to require opening or closing of golf course outfall structures in the best interest of the overall community when emergencies occur.

7. Barron is responsible for the construction and maintenance of a Water Management System ("System") described in the Amended Plan for the Agricultural Property within Barron. The South Florida Water Management District ("SFWMD") Surface Water Management and Water Use Permits Nos. 26-00510 S&W and 26-00503 S&W ("SFWMD Permits") issued to AGCC are consistent with the Amended Plan. The Amended Plan is divided into primary and secondary systems. Barron is responsible for the primary system which includes the major canals, pump stations and water control structures described at Plate VI, Plate IX and page 13 of the Amended Plan which are necessary for drainage and irrigation ("Primary Facilities").

8. The System will serve the 23 individual basins as more particularly described in the Amended Plan. Within each basin AGCC may construct the canals, culverts, pumps, detention areas, levies and control structures which will provide adequate irrigation and drainage for each respective basin. These facilities are described as the Secondary Facilities at Plate VII of the Amended Plan (the "Secondary Facilities").

9. Barron will levy the necessary non ad valorem assessments against all benefitted Agricultural Property to construct, operate and maintain the Primary Facilities.

10. AGCC, as Grantor, in consideration of $10.00 (ten dollars) paid by Barron, as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee the perpetual non-exclusive easements necessary for ingress, egress, operation and maintenance of the Primary Facilities as described in the Amended Plan of Water Management for Barron dated January 4, 1994, such easements being legally described in Exhibit "5", attached hereto. Upon completion of the primary facilities and as mutually agreed between Barron and AGCC, AGCC will deed fee simple title to such facilities and the land thereunder to Barron.

11. CDD, as Grantor, in consideration of $10.00 (ten dollars) paid by AGCC, as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby release, remise and forever quitclaim all the right, title interest, estate, claim and demand, both at law and in equity, of Grantor, of, in and to all of its interest in real property reflected on the following plats:

Port LaBelle Unit 11, recorded at Plat Book 4 and Page 29, (undeveloped portion)
Port LaBelle Unit 13, recorded at Plat Book 4 and Page 55, (undeveloped portion)
Port LaBelle Unit 14, recorded at Plat Book 5 and Page 1,
Port LaBelle Unit 15, recorded at Plat Book 5 and Page 22,
Port LaBelle Unit 16, recorded at Plat Book 5 and Page 35,

Port LaBelle Unit 17, recorded at Plat Book 5 and Page 48,
Port LaBelle Unit 18, recorded at Plat Book 5 and Page 65,
Port LaBelle Unit 19, recorded at Plat Book 5 and Page 76,
Port LaBelle Unit 20, recorded at Plat Book 5 and Page 92,
Port LaBelle Unit 21, recorded at Plat Book 5 and Page 106,
Port LaBelle Unit 22, recorded at Plat Book 5 and Page 129,
Port LaBelle Unit 23, recorded at Plat Book 5 and Page 146,
Port LaBelle Unit 24, recorded at Plat Book 5 and Page 157,
Port LaBelle Unit 25, recorded at Plat Book 5 and Page 172,
Port LaBelle Unit 26, recorded at Plat Book 5 and Page 188,
Port LaBelle Unit 27, recorded at Plat Book 5 and Page 200,
Port LaBelle Unit 28, recorded at Plat Book 5 and Page 209,
Port LaBelle Unit 29, recorded at Plat Book 6 and Page 7,
Port LaBelle Unit 30, recorded at Plat Book 6 and Page 24,
Port LaBelle Unit 31, recorded at Plat Book 6 and Page 37,
Port LaBelle Unit 32, recorded at Plat Book 6 and Page 52,
Port LaBelle Unit 33, recorded at Plat Book 6 and Page 65,
Port LaBelle Unit 34, recorded at Plat Book 6 and Page 76,
Port LaBelle Unit 35, recorded at Plat Book 6 and Page 91,
Port LaBelle Unit 36, recorded at Plat Book 6 and Page 99,

all recorded in the Official Records of Hendry County, Florida.

Port LaBelle Unit 103, recorded at Plat Book 3 and Page 142,
Port LaBelle Unit 104, recorded at Plat Book 3 and Page 147,
Port LaBelle Unit 105, recorded at Plat Book 3 and Page 158,
Port LaBelle Unit 106, recorded at Plat Book 4 and Page 7,
Port LaBelle Unit 107, recorded at Plat Book 4 and Page 28,
Port LaBelle Unit 108, recorded at Plat Book 4 and Page 41,
Port LaBelle Unit 109, recorded at Plat Book 4 and Page 57,
Port LaBelle Unit 110, recorded at Plat Book 4 and Page 74,
Port LaBelle Unit 111, recorded at Plat Book 4 and Page 82,

all recorded in the Official Records of Glades County, Florida.

12. Barron, as Grantor, in consideration of $10.00 (ten dollars) paid by AGCC, as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby release, remise and forever quitclaim all the right, title interest, estate, claim and demand, both at law and in equity, of Grantor, of, in and to all its interest in real property reflected on the following plats:

Port LaBelle Unit 11, recorded at Plat Book 4 and Page 29, (undeveloped portion)
Port LaBelle Unit 13, recorded at Plat Book 4 and Page 55, (undeveloped portion)
Port LaBelle Unit 14, recorded at Plat Book 5 and Page 1,
Port LaBelle Unit 15, recorded at Plat Book 5 and Page 22,

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Port LaBelle Unit 16, recorded at Plat Book 5 and Page 35,
Port LaBelle Unit 17, recorded at Plat Book 5 and Page 48,
Port LaBelle Unit 18, recorded at Plat Book 5 and Page 65,
Port LaBelle Unit 19, recorded at Plat Book 5 and Page 76,
Port LaBelle Unit 20, recorded at Plat Book 5 and Page 92,
Port LaBelle Unit 21, recorded at Plat Book 5 and Page 106,
Port LaBelle Unit 22, recorded at Plat Book 5 and Page 129,
Port LaBelle Unit 23, recorded at Plat Book 5 and Page 146,
Port LaBelle Unit 24, recorded at Plat Book 5 and Page 157,
Port LaBelle Unit 25, recorded at Plat Book 5 and Page 172,
Port LaBelle Unit 26, recorded at Plat Book 5 and Page 188,
Port LaBelle Unit 27, recorded at Plat Book 5 and Page 200,
Port LaBelle Unit 28, recorded at Plat Book 5 and Page 209,
Port LaBelle Unit 29, recorded at Plat Book 6 and Page 7,
Port LaBelle Unit 30, recorded at Plat Book 6 and Page 24,
Port LaBelle Unit 31, recorded at Plat Book 6 and Page 37,
Port LaBelle Unit 32, recorded at Plat Book 6 and Page 52,
Port LaBelle Unit 33, recorded at Plat Book 6 and Page 65,
Port LaBelle Unit 34, recorded at Plat Book 6 and Page 76,
Port LaBelle Unit 35, recorded at Plat Book 6 and Page 91,
Port LaBelle Unit 36, recorded at Plat Book 6 and Page 99,

all recorded in the Official Records of Hendry County, Florida, and

Port LaBelle Unit 103, recorded at Plat Book 3 and Page 142,
Port LaBelle Unit 104, recorded at Plat Book 3 and Page 147,
Port LaBelle Unit 105, recorded at Plat Book 3 and Page 158,
Port LaBelle Unit 106, recorded at Plat Book 4 and Page 7,
Port LaBelle Unit 107, recorded at Plat Book 4 and Page 28,
Port LaBelle Unit 108, recorded at Plat Book 4 and Page 41,
Port LaBelle Unit 109, recorded at Plat Book 4 and Page 57,
Port LaBelle Unit 110, recorded at Plat Book 4 and Page 74,
Port LaBelle Unit 111, recorded at Plat Book 4 and Page 82,

all recorded in the Official Records of Glades County, Florida.

13. Barron shall be solely responsible for the construction, operation and maintenance of the Primary Facilities, which provide conveyance capacity from/to the individual basins for drainage and irrigation.

14. AGCC and its successors or assigns will have the option of constructing the Secondary Facilities for any or all of the 23 basins. The design and engineering details of these facilities are referenced in the SFWMD Permits. AGCC will construct, maintain and operate such facilities in accord with the Basin 20 Connection Consent With Conditions dated May 20, 1993, between

PG 175 PAGE 0882

Barron and AGCC, the Connection Consent With Conditions dated May 5, 1993, between Barron and AGCC, Barron's Amended Plan and Chapter 298, Florida Statutes.

15. Alternatively, Barron and AGCC may agree that Barron will construct, operate and maintain certain Secondary Facilities within certain basins. In such event Barron will levy necessary assessments to construct, operate and maintain such Secondary Facilities as are constructed by Barron (the "Barron Secondary Facilities"). Assessments will be levied against all benefitted property within a basin or basins served by the Barron Secondary Facilities for the construction, operation or maintenance of these Barron Secondary Facilities.

16. CDD acknowledges and represents that as a result of AGCC's abandonment of urban development within the Agricultural Property, that land receives substantially less specific benefit from CDD. Therefore, CDD agrees that under present conditions there has been and is no need to levy non ad valorem assessments in Hendry and Glades Counties against the Agricultural Property commencing January 1, 1995.

17. This Agreement shall bind the successors, assigns, and transferees of each party.

18. It is further understood that this Agreement contains the entire agreement of the parties and that all prior understandings and conversations, whether oral or written, are merged in this Agreement and that any subsequent modifications or waiver of any of the provisions of this Agreement shall be invalid and unenforceable unless in writing signed by the parties.

Signed, sealed and delivered
in the presence of:

Joel Goldman

Harold Wilson

ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware Corporation

By: _____
Its Vice President

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this August 6, 1996 by Marcia A. Conley as Vice President, of Atlantic Gulf

175 PAGE 0883

Communities Corporation, on its behalf, who is personally known to me or who has produced as identification and who did (did not) take an oath.

Hannah L Wilson

Notary Public
Commission No.

OFFICIAL NOTARY SEAL
HANNAH L WILSON
COMMISSION NUMBER
CC625713
MY COMMISSION EXPIRES
FEB. 8,2000

Signed, sealed and delivered in the presence of:

R.W. Nicholson
R.W. Nicholson

Janet Schall
Janet Schall

BARRON WATER CONTROL DISTRICT

By: W. Harold Reecer
Its Vice President

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this August 13, 1996 by W. Harold Reecer as Vice President, of Barron Water Control District, on its behalf, who is personally known to me or who has produced as identification and who did (did not) take an oath.

June S. Shivers
June S. Shivers
Notary Public
Commission No.

JUNE S. SHIVERS
MY COMMISSION # CC 282665
EXPIRES: February 26, 1997
Bonded Thru Notary Public Underwriters

OR 1175 PAGE 0884

Signed, sealed and delivered
in the presence of:

R W Nicholson
A.W. Nicholson

Janet Schall
Janet Schall

PORT LABELLE COMMUNITY
DEVELOPMENT DISTRICT

By: James D Caddington
Its President

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this August 13, 1996 by James D. Caddington as President, of Barron Water Control District, on its behalf, who is personally known to me or who has produced as identification and who did (did not) take an oath.

June S. Shivers
June S. Shivers
Notary Public
Commission No.

JUNE S. SHIVERS
MY COMMISSION # CC 280606
EXPIRES: February 28, 1997
Bonded Thru Notary Public Underwriters

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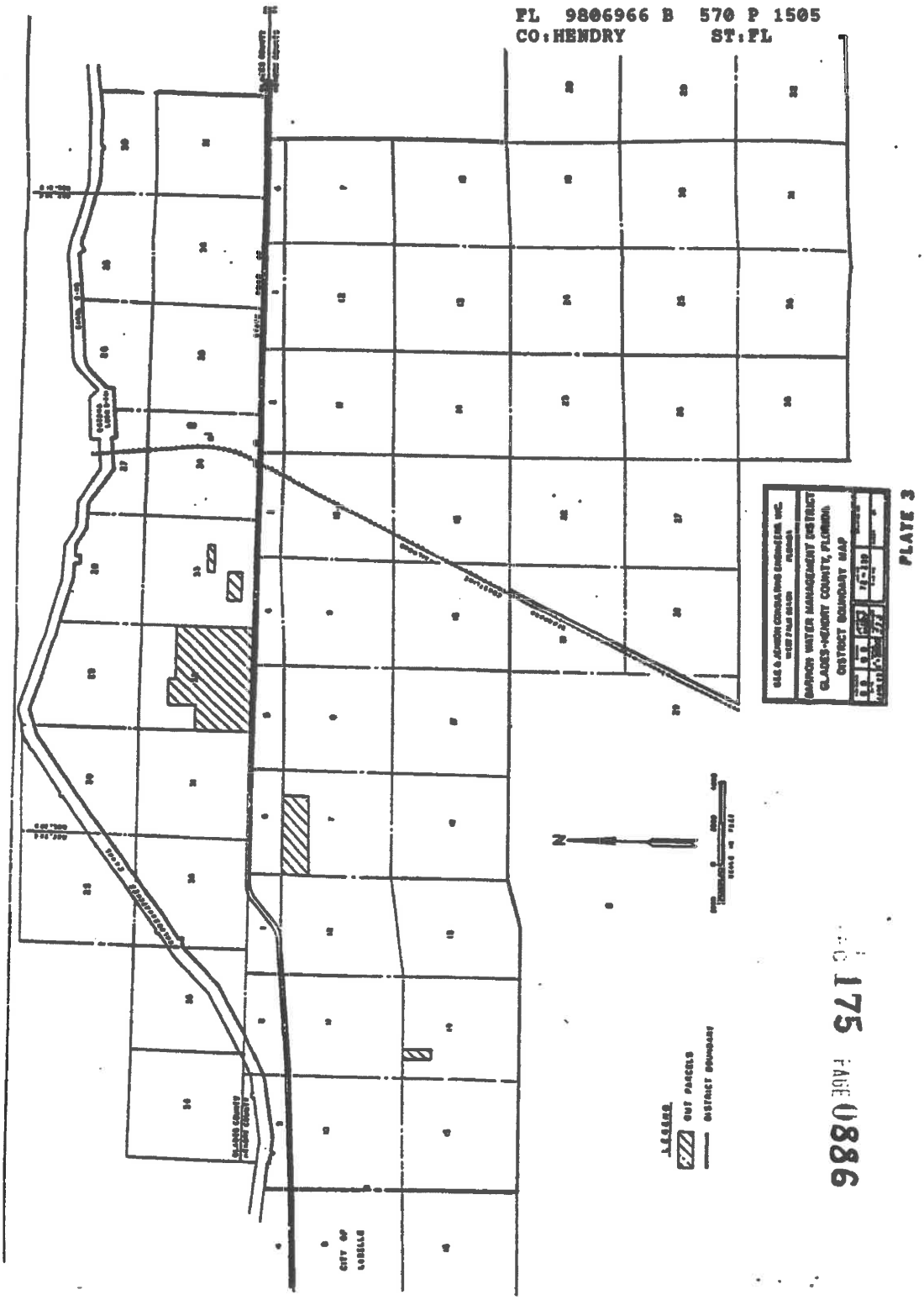


EXHIBIT "1"

FL 9806966 B 570 P 1506
CO:HENDRY ST:FL

VILLAGES OF PORT LABELLE
COMMUNITY DEVELOPMENT DISTRICT
GLADES & HENDRY COUNTIES

MARCH 1982

EXHIBIT 1

DISTRICT PROPERTY

GENERAL DEVELOPMENT CORPORATION
ENVIRONMENTAL PROGRAMS DEPT.

VILLAGES OF PORT LABELLE
COMMUNITY DEVELOPMENT DISTRICT
GLADES & HENDRY COUNTIES

EXHIBIT 1
MARCH 1982

DISTRICT PROPERTY
GENERAL DEVELOPMENT CORPORATION
ENVIRONMENTAL PROGRAMS DEPT.

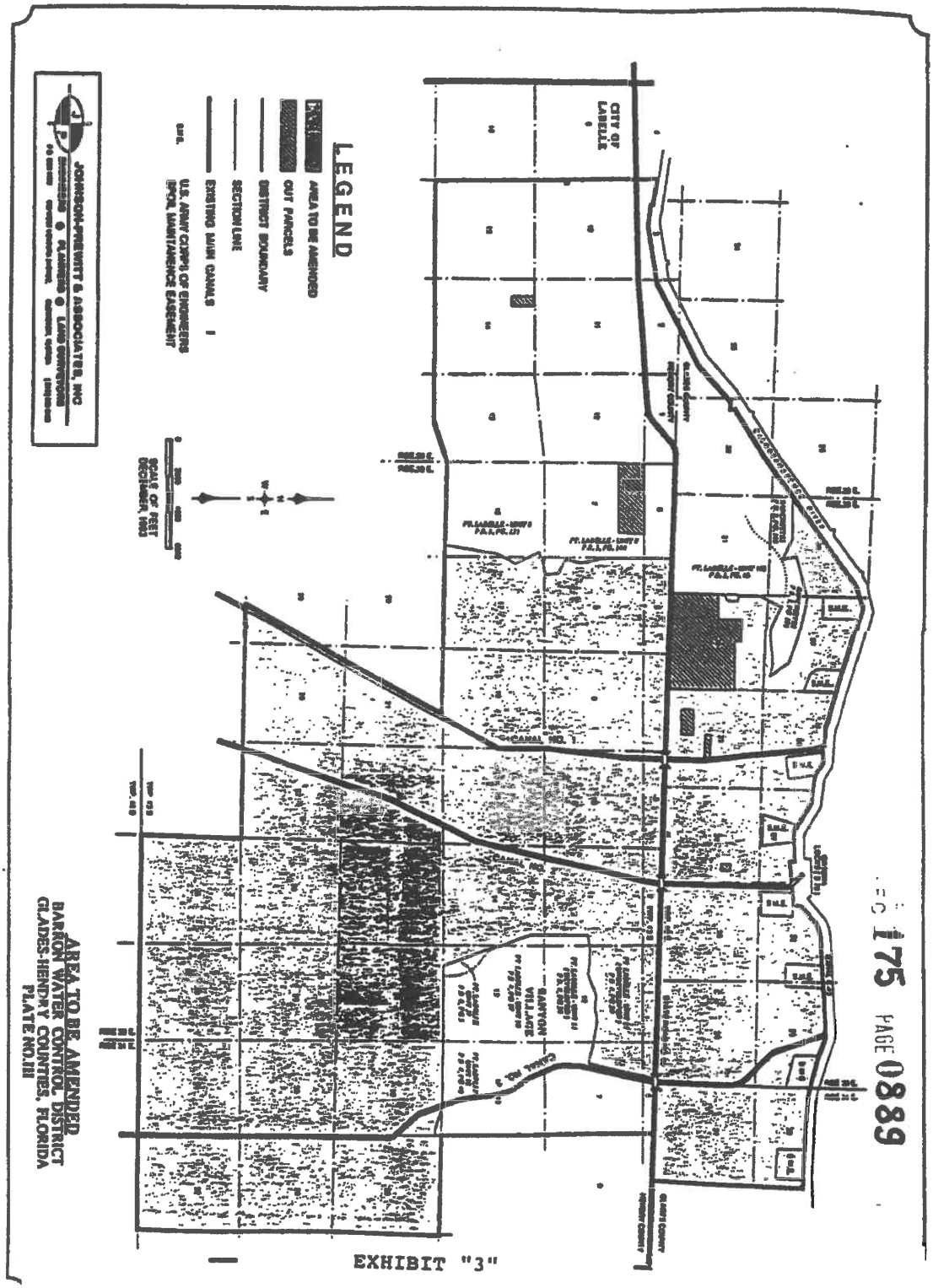
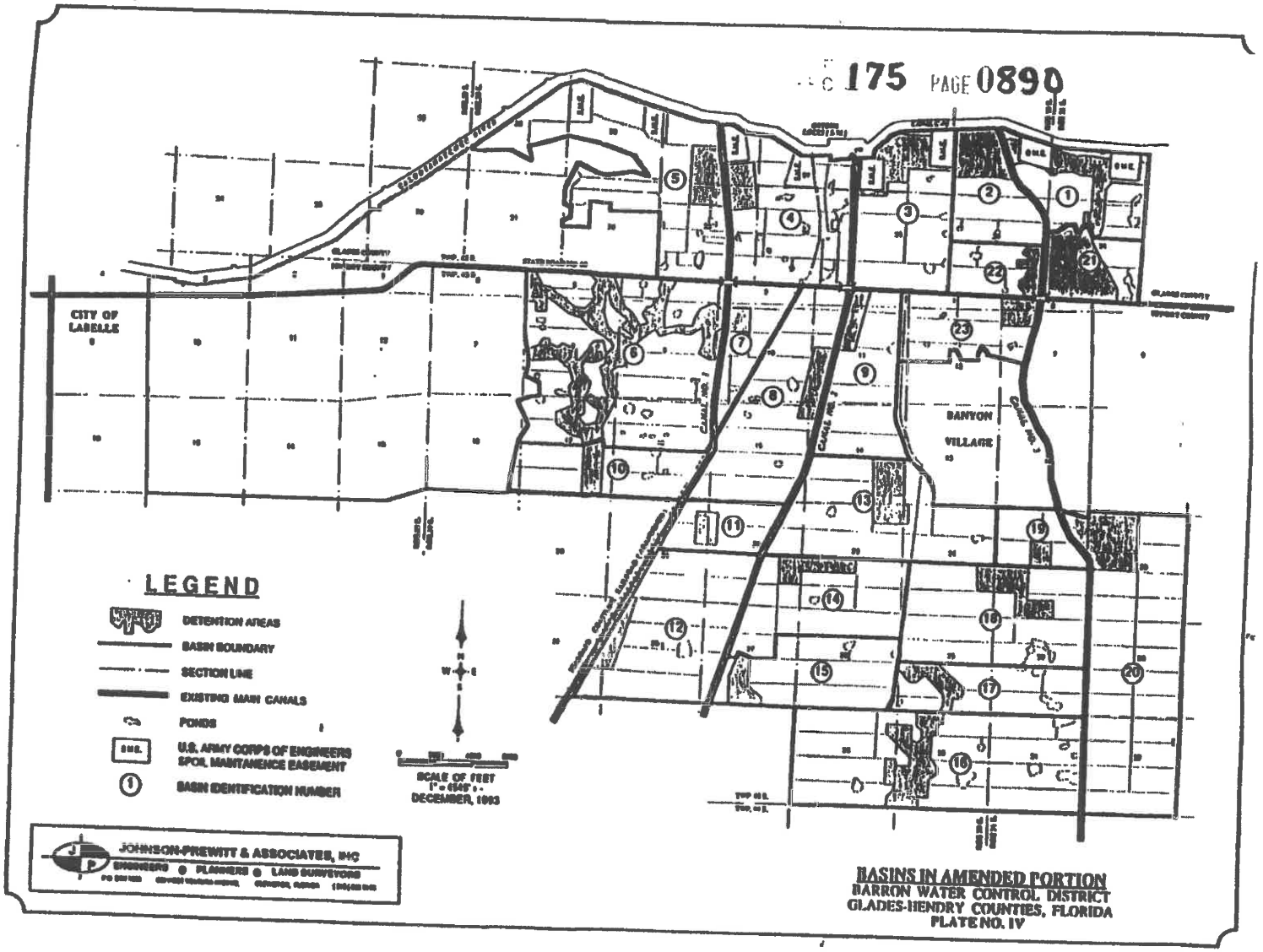


EXHIBIT "3"

OFF. REC. 175 PAGE 0889

FL 9806966 B 570 P 1509
CO:HENDRY ST:FL



BASINS IN AMENDED PORTION
BARRON WATER CONTROL DISTRICT
GLADES-HENDRY COUNTIES, FLORIDA
PLATE NO. IV

FL 9806966 B 570 P 1510
CO:HENDRY ST:FL

This Instrument Was Prepared By:
ALBERT L. ROSEN, Corporate Counsel
General Development Corporation
1111 S. Bayshore Drive
Miami, Florida 33131

A S S I G N M E N T

REC. 235 PAGE 172

KNOW ALL MEN BY THESE PRESENTS that GENERAL DEVELOPMENT CORPORATION, a corporation organized and existing under the laws of the State of Delaware, qualified to do business in the State of Florida, and having its principal place of business at 1111 South Bayshore Drive, Miami, Florida 33131, as successor in title to W. B. BARRON and LOIS H. BARRON, his wife, for and in consideration of the sum of TEN AND 00/100 ($10.00) DOLLARS and other good and valuable consideration to it in hand paid, the receipt thereof being herewith acknowledged, does hereby and herewith assign, transfer and deliver over unto BARRON WATER MANAGEMENT DISTRICT, a Drainage District in Hendry and Glades Counties, Florida, created under the provisions of Chapter 298 of the Florida Statutes, the following and subject to the following conditions and reservations, to-wit:

1. All of the right, title and interest of W. B. BARRON, LOIS H. BARRON, his wife, and ELLA HENDRY (which right, title, and interest became vested in GENERAL DEVELOPMENT CORPORATION as successor in title to W. B. BARRON, LOIS H. BARRON, his wife, and ELLA HENDRY) in and to:

A. That certain Drainage Easement Agreement dated March 9, 1962, by and between W. B. BARRON and LOIS H. BARRON, husband and wife, of La Belle, Hendry County, Florida, and MRS. ELLA HENDRY, unmarried, of Tampa, Hillsborough County, Florida, and JOE A. HILLIARD and WILMUTH Y. HILLIARD, husband and wife, of Clewiston, Hendry County, Florida, and MARLIN W. HILLIARD, unmarried, of La Belle, Hendry County, Florida, and ALICO LAND DEVELOPMENT COMPANY, a Florida Corporation, with principal office at Jacksonville, Duval County, Florida, which Drainage Easement Agreement has been duly recorded in the Public Records of Glades County, Florida, in Official Record Book 26 at Page 492 and in the Public Records of Hendry County,

INDEXED

RECORDED IN OFFICIAL RECORDS
HENDRY COUNTY, FLORIDA
'77 JAN -7 PM 2:28
CHARLOTTE R. FITZSIMMONS
CLERK CIRCUIT COURT

77 3132

175 PAGE 0891

EXHIBIT "4"

Florida, in Official Record Book 56 at Page 396;

and

OFF. REC. 235 PAGE 173

B. That certain Clarification and Modification of existing Drainage Easement Agreement entered into on the 22nd day of November, 1971, by and between W. B. BARRON and LOIS E. BARRON, husband and wife, JOE A. HILLIARD and WILMUTH Y. HILLIARD, husband and wife, and MARLIN W. HILLIARD, ALICO LAND DEVELOPMENT COMPANY, a Florida corporation and GEORGE GROVES WATER CONTROL DISTRICT, a Drainage District in Hendry County, Florida, created under Chapter 298, Florida Statutes, which Clarification and Modification was duly recorded in the Public Records of Glades County, Florida, in Official Record Book 52 at Page 877 and in the Public Records of Hendry County, Florida in Official Record Book 154 at Page 96.

2. GENERAL DEVELOPMENT CORPORATION, for the consideration aforesaid, further assigns, transfers and delivers over to said BARRON WATER MANAGEMENT DISTRICT an easement for drainage purposes over the "common areas and greenbelt tracts," so called, in the plats of Port La Belle Units 1, 2, 3, 4 and 5 recorded respectively in the Public Records of Hendry County, Florida in Plat Books 3, at Pages 50 thru 59, 3 at Pages 60 thru 72, 3 at Pages 73 thru 85, 3 at Pages 86 thru 102 and 3 at Pages 104 thru 106, for the purpose of operation and maintenance of the Storm Water Management (Drainage) System which is to be constructed within the respective common areas and greenbelt tracts of said recorded plats.

TO HAVE AND TO HOLD the same unto said BARRON WATER MANAGEMENT DISTRICT subject, however, to the following reservations, terms and conditions, to-wit:

1. BARRON WATER MANAGEMENT DISTRICT agrees to maintain and pay for the proportionate cost of maintenance of the subject properties as more fully described in the Drainage Easement Agreement and Clarification and Modification

OFF. REC. 175 PAGE 0892

FL 9806966 B 570 P 1512
CO:HENDRY ST:FL

OR BK 235 PG 174

thereof above referred to.

2. GENERAL DEVELOPMENT CORPORATION reserves the right to itself, its successors and assigns of future construction within canals 1, 2 and 3 as required to implement the development of Port La Belle according to the Plan of Reclamation also known as Plan of Water Management for BARRON WATER MANAGEMENT DISTRICT dated June, 1975, which Plan fully outlines said canals 1, 2 and 3. After completion thereof, BARRON WATER MANAGEMENT DISTRICT agrees to maincain the same.

3. GENERAL DEVELOPMENT CORPORATION reserves to itself, its successors and assigns, the right to complete development in those areas not yet completed and particularly in areas described as Port La Belle Units 1 through 5, all inclusive, according to the plats thereof, recorded as follows, to-wit:

PORT LA BELLE UNIT 1
Recorded in Plat Book 3, Pages 50 thru 59;

PORT LA BELLE UNIT 2
Recorded in Plat Book 3, Pages 60 thru 72;

PORT LA BELLE UNIT 3
Recorded in Plat Book 3, Pages 73 thru 85;

PORT LA BELLE UNIT 4
Recorded in Plat Book 3, Pages 86 thru 102;

PORT LA BELLE UNIT 5
Recorded in Plat Book 3, Pages 104 thru 106,

all in Hendry County, Florida, and also reserves to itself the right to convey necessary easements for utilities such as power, telephone, sewer and water as are needed, over, across, and through the "common areas and greenbelt tracts," so called, in the above-described plats.

175 PAGE 0893

FL 9806966 B 570 P 1513
CO:HENDRY ST:FL

OFF. REC. 235 PAGE 175

4. For the consideration aforesaid, BARRON WATER MANAGEMENT DISTRICT further agrees to maintain and keep in good order and repair the respective common areas and greenbelt tracts, both existing and proposed, on said plats as indicated on sketch prepared by GENERAL DEVELOPMENT CORPORATION, attached hereto as Exhibit "A" and incorporated herein by reference.

5. For the consideration aforesaid, BARRON WATER MANAGEMENT DISTRICT reserves to itself the right to levy such charges on individual property owners for such operation and maintenance as authorized by Chapter 298 of the Florida Statutes.

6. Further, and for the consideration aforesaid, BARRON WATER MANAGEMENT DISTRICT agrees, at its expense, to obtain, maintain and keep current all necessary construction and operation permits for the completion and continued operation of said Storm Water Management System, and further agrees to reimburse General Development Corporation for engineering and other expenses advanced by it in connection with such permits as have been obtained by General Development Corporation to the date of the execution of this Assignment.

BARRON WATER MANAGEMENT DISTRICT, by its execution of this Assignment, accepts the same and agrees to be bound by all of the terms, covenants and conditions hereinbefore set forth.

175 PAGE 0894

FL 9806966 B 570 P 1514
CO:HENDRY ST:FL

REC 235 PAGE 176

IN WITNESS WHEREOF, GENERAL DEVELOPMENT CORPORATION has caused this Assignment to be executed and its corporate seal to be hereunto affixed by its proper officers hereunto duly authorized at Miami, Dade County, Florida, on this 11th day of May, 1977.

Signed, sealed and delivered in the presence of:

GENERAL DEVELOPMENT CORPORATION

BY: _____
C. C. CRUMP, Senior Vice President

ATTEST: _____
SAUL J. SACK, Asst. Secretary

FORM APPROVED ATTORNEY

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this 11th day of May, 1977, before me personally appeared C. C. CRUMP and SAUL J. SACK, Senior Vice President and Assistant Secretary respectively of GENERAL DEVELOPMENT CORPORATION, a corporation under the laws of the State of Delaware, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purpose therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami, Dade County, Florida, the day and year last aforesaid.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 8 1980
BONDED THRU GENERAL INS. UNDERWRITERS

REC 175 PAGE 0895

FL 9806966 B 570 P 1515
CO:HENDRY ST:FL

OR BK 235 PG 177

The foregoing Assignment is herewith accepted subject to all of the terms, covenants and conditions therein contained.

Signed, sealed and delivered in the presence of:

BARRON WATER MANAGEMENT DISTRICT

BY: Roger L. Hawkins
President

ATTEST: Fred R. Stampfli
Secretary

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this 7th day of June, 1977, before me personally appeared ROGER L. HAWKINS and FRED R. STAMPFLI, President and Secretary respectively of BARRON WATER MANAGEMENT DISTRICT, a drainage district created under the provisions of Chapter 298 of the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purpose therein mentioned and that they affixed thereto the official seal of said drainage district, and that the said instrument is the act and deed of said drainage district.

WITNESS my signature and official seal at LaBelle, Florida Hendry County, Florida, the day and year last aforesaid.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires:

MY COMMISSION EXPIRES MAY 24, 1978

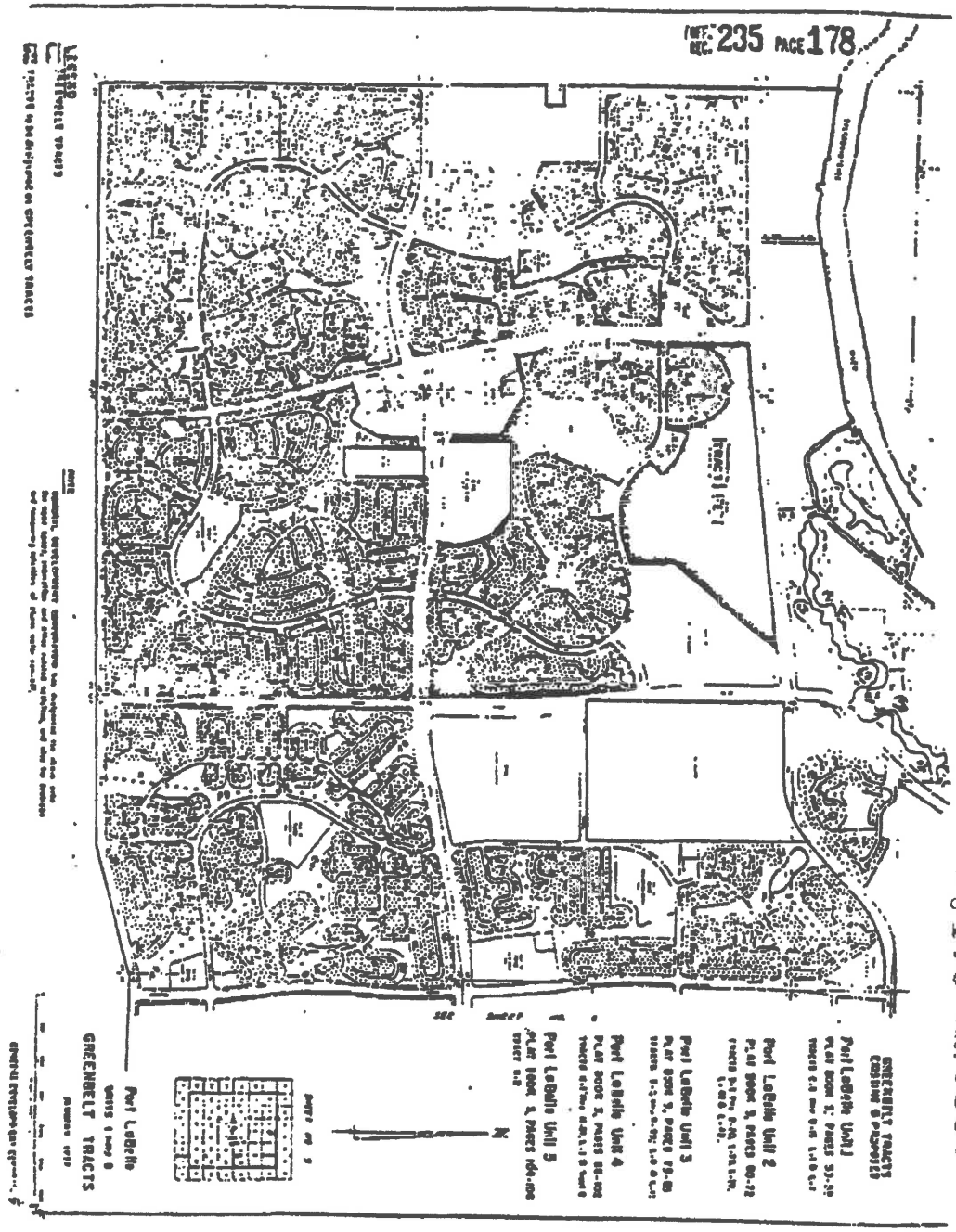
- 6 -

OR BK 0896 PG 0175

FL 9806966 B 570 P 1516
CO:HENDRY ST:FL

EXHIBIT "A"

OFF REC 235 PAGE 178



OFF REC 175 PAGE 0897

FL 9806966 B 570 P 1517
CO:HENDRY ST:FL

Barron Water Control District
Plan of Reclamation
Proposed Primary Drainage Canals

Drainage

Canal C-1: A parcel of land lying within Section 28 & 33; Township 42 South; Range 30 East, Glades County, Florida, and Section 3, 10, 15, 16, 21, 28 & 29; Township 43 South; Range 30 East, Hendry County, Florida, more particularly described as:

Lying between Basins 4 & 5, lying between Basin 6 & 7, lying between Basins 6 & 8, lying between Basins 10 & 11, and lying along the western line of Basin 12, as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Canal C-2: A parcel of land lying within Section 26 & 27, and 34 & 35; Township 42 South; Range 30 East, Glades County; and Section 2, 11, 14, 15, 22 & 27; Township 43 South; Range 30 East, Hendry County; more particularly described as:

Lying between Basins 3 & 4, lying between Basins 8 & 9, lying between Basins 11 & 13, lying between Basins 12 & 14, and lying between Basins 12 & 15 as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Canal C-3: A parcel of land lying within Section 25 & 36; Township 42 South; Range 30 East, Glades County; Section 31; Township 42 South; Range 31 East, Glades County; Section 6, 7, 18, 19, 20, 29, 30, 31 & 32; Township 43 South; Range 31 East, Hendry County, more particularly described as follows:

Lying between Basins 1 & 2, lying between Basins 2 & 21, lying between Basins 21 & 22, lying along the east line of Basin 23, lying through Banyon Village as shown on the Plat of Port LaBelle Unit 10, as recorded in Plat

PAGE 0898 1175

EXHIBIT "S"

FL 9806966 B 570 P 1518
CO:HENDRY ST:FL

Book 4, Pages 17-28 and the Plat of Port LaBelle Unit 11, as recorded in Plat Book 4, Pages 29-41, Public Records of Hendry County, Florida; lying between Basins 19 & 20, lying between Basins 18 & 20, lying between Basins 17 & 20, lying between Basins 16 & 20, as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 10 Outfall & Offsite Drainage Canal:

A parcel of land lying within Section 16 & 17; Township 43 South; Range 30 East, Hendry County, more particularly described as lying along the south property line of Basin 10, as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 11 Drainage Canal:

A parcel of land lying within Section 21, 22, 15 & 16; Township 43 South; Range 30 East, Hendry County, more particularly described as, lying along the common section line of Section 21 & 22, within Basin 11, and lying between Basins 11 & 8, as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 16 Outfall Canal:

A parcel of land lying within Section 25 & 36; Township 43 South; Range 30 East and Section 30 & 31; Township 43 South; Range 31 East, Hendry County; more particularly described as lying within Basin 16 as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

REC 175 PAGE 0899

[redacted]

FL 9806966 B 570 P 1519
CO:HENDRY ST:FL

Basin 18 Outfall Canal:

A parcel of land lying within Section 24; Township 43 South; Range 30 East and Section 19; Township 43 South; Range 31 East, Hendry County and along the south side of Banyon Village as shown on the Plat of Port LaBelle Unit 10, as recorded in Plat Book 4, Pages 17-28 and the Plat of Port LaBelle Unit 11, as recorded in Plat Book 4, Pages 29-41, Public Records of Hendry County, Florida; as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 19 Outfall Canal:

A parcel of land lying within Section 19; Township 43 South; Range 31 East, Hendry County and along the south side of Banyon Village as shown on the Plat of Port LaBelle Unit 10, as recorded in Plat Book 4, Pages 17-18 and the Plat of Port LaBelle Unit 11, as recorded in Plat Book 4, Pages 29-41, Public Records of Hendry County, Florida; as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

175 PAGE 0900

FL 9806966 B 570 P 1520
CO:HENDRY ST:FL

Barron Water Control District
Plan of Reclamation
Proposed Primary Irrigation Canal

Irrigation

Canal C-3: A parcel of land lying within Section 25 & 36; Township 42 South; Range 30 East, Glades County; Section 31; Township 42 South; Range 31 East, Glades County; Section 6, 7, 18, 19, 20, 29, 30, 31 & 32; Township 43 South; Range 31 East, Hendry County, more particularly described as follows:

Lying between Basins 1 & 2, lying between Basins 2 & 21, lying between Basins 21 & 22, lying along the east line of Basin 23, lying through Banyon Village as shown on the Plat of Port LaBelle Unit 10, as recorded in Plat Book 4, Pages 17-28 and the Plat of Port LaBelle Unit 11, as recorded in Plat Book 4, Pages 29-41, Public Records of Hendry County, Florida; lying between Basins 19 & 20, lying between Basins 18 & 20, lying between Basins 17 & 20, lying between Basins 16 & 20, as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 2, 22, 3, 4 & 5 Irrigation Canal:

A parcel of land lying within Section 25, 26, 29, 32, 33, 34, 35 & 36; Township 42 South; Range 30 East, Glades County, Florida, more particularly described as follows:

Lying between Basins 2 & 3, lying between Basins 2 & 22, lying within Basins 3, 4 & 5 as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

REC 175 PAGE 0901

FL 9806966 B 570 P 1521
CO:HENDRY ST:FL

Basin 1 & 21 Irrigation Canal:

A parcel of land lying within Section 31; Township 42 South; Range 31 East, Glades County, Florida, more particularly described as follows:

Lying between Basins 1 & 21 as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 20 Irrigation Canal:

A parcel of land lying within Section 20, 29 & 32; Township 43 South; Range 31 East, Hendry County, Florida, more particularly described as follows:

Lying within Basin 20 as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 6 -10, 13, 23 Irrigation Canal

A parcel of land lying within Section 6; Township 43 South; Range 31 East, Glades County, Florida, and Section 2, 4, 5, 8-11, 14-18; Township 43 South; Range 30 East, Hendry County, Florida, more particularly described as follows:

Lying within Basin 6-9 and Basin 23, and lying between Basins 9 & 13, 6 & 10 as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 11-19 Irrigation Canal:

A parcel of land lying within Section 13, 14, 21-28, 35 & 36; Township 43 South; Range 30 East, Hendry County, and Sections 19, 30 & 31; Township 43 South; Range 31 East, Hendry County, Florida, more particularly described as follows:

OR 175 PAGE 0902

FL 9806966 B 570 P 1522
CO:HENDRY ST:FL

Lying within Basins 12, 13, 16 & 17, and lying between Basins 11 & 12, 14 & 15, 13 & 14, 18 & 19, 17 & 18, 15 & 17, and 14 & 18, as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

OR 175 PAGE 0903

Please return to:
Thomas B. Hart, Esquire

This instrument prepared by:
Thomas B. Hart, Esquire
HUMPHREY & KNOTT, P.A.
1625 Hendry Street, Third Floor
Fort Myers, Florida 33901
(941) 334-2722
Florida Bar No. 754684

FL 9903608 B 582 P 1380
CO:HENDRY ST:FL

CHRISTINE PRATT CLERK
CO:HENDRY ST:FL

FILED AND RECORDED
DT 03/23/1999 TIME 14:37

THIRD MODIFICATION OF DRAINAGE EASEMENT AGREEMENT

THIS AGREEMENT is entered into this 3d day of December, 1998, by and between: Barron Water Control District; Gerber Groves Water Control District; Devils Garden Water Control District;, Collins Slough Water Control District; Alico, Inc.; and, Walter Howard, W. Bernard Lester and Ralph Nicholson, the latter three constituting the Board of Trustees of the Barron-Hilliard-Alico Cooperative Drainage Plan.

WHEREAS, the parties, or their predecessors, did previously enter into a certain Drainage Easement Agreement, dated March 9, 1962, and filed in O.R. Book 56, page 396 of the Public Records of Hendry County, Florida, and in O.R. Book 26, page 492, of the Public Records of Glades County, Florida ("Drainage Easement Agreement"); and

WHEREAS, the Drainage Easement Agreement was amended by that certain Clarification and Modification of Existing Drainage Easement Agreement, dated November 22, 1971, and recorded in O.R. Book 154, page 96, of the Public Records of Hendry County, Florida, and O.R. Book 52, page 877, of the Public Records of Glades County, Florida ("Modification Agreement"). The Drainage Easement Agreement as amended by the Modification Agreement shall be referred to herein as the "AGREEMENT"; and

WHEREAS, the Modification Agreement provides in paragraph 9(g) that if the lands described in the AGREEMENT should be incorporated into water control districts that in such event the rights, privileges and obligations of the landowners prescribed by the AGREEMENT "shall be automatically transferred to and be vested in the Board of Supervisors or other appropriate governing body of said District...;" and

WHEREAS, the lands of Barron described in Exhibit "A" to the Modification Agreement have been incorporated into the Barron Water Control District; and

WHEREAS, the lands of Hilliard described in Exhibit "B" of the Modification Agreement have been incorporated into the Collins Slough Water Control District; and

WHEREAS, the lands of Alico, Inc., described in Exhibit "C" of the Modification Agreement have been incorporated into the Devils Garden Water Control District; and

WHEREAS, the lands of Hilliard described in Exhibit "D" of the Modification Agreement were previously incorporated into the Gerber Groves Water Control District; and

WHEREAS, a portion of the lands of Alico, Inc. were removed from the obligations, burdens and benefits of the Agreement by virtue of that certain Second Modification of Drainage Easement Agreement, dated September 25, 1996, and recorded at Official Record Book 544, Page 1861 of the Public Records of Hendry County, Florida; and

WHEREAS, Alico, Inc., now wishes to have removed an additional portion of its lands, described as Parcel A in the exhibit attached hereto and made a part hereof, from the obligations, burdens and benefits of the AGREEMENT and to be totally discharged from the provisions thereof with respect to said lands; and

WHEREAS, Alico, Inc. has entered into an agreement to sell lands contained in Parcel A to the South Florida Water Management District, a public corporation of the State of Florida; that said District has required as a prerequisite to the closing that said lands must be removed from the provisions of said AGREEMENT; and that, therefore, the primary purpose of this amendment is to remove said lands from the provisions thereof in order for said public corporation to acquire the same for public purposes; and

WHEREAS, Alico, Inc., is willing to accept a greater obligation on its lands which remain subject to the AGREEMENT in exchange for removal of said lands from the provisions of the AGREEMENT.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The premises are true and correct.

2. The lands of Alico, Inc., contained in Parcel A in the exhibit attached hereto shall be excluded from the provisions, obligations, burdens and benefits of the AGREEMENT and upon the effective dates described herein the AGREEMENT shall have no further force or effect with respect to Parcel A. The effective date for the

removal of the lands in Parcel A shall be upon the date of the execution of this THIRD MODIFICATION OF DRAINAGE EASEMENT AGREEMENT by all parties.

3. Alico, Inc., shall be responsible for any obligations arising out of the AGREEMENT for which Alico, Inc., would have been responsible if the lands described as Parcel A were not removed from the effect and operation of the AGREEMENT. For example, Alico, Inc., shall be responsible for system maintenance costs as outlined in paragraph 4 of the Modification Agreement, attributable to Parcel A, in the exact proportions stated therein.

4. Except as amended herein all provisions of the AGREEMENT remain in full force and effect. In the event of conflict between any of the terms and provisions of the AGREEMENT and this amendment, the provisions of the latter shall govern.

5. This AGREEMENT shall be binding upon and shall inure to the benefit of the successors, heirs, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals as of the date first above written.

BARRON WATER CONTROL DISTRICT

Signature of 1st Witness

Printed Name of 1st Witness

Signature of 2nd Witness

Printed Name of 2nd Witness

By: W. Harold Reecer
Chairman, Board of Supervisors

STATE OF FLORIDA)
) ss
COUNTY OF Hendry)

The foregoing instrument was acknowledged before me this 3rd day of December, 1998 by W. Harold Reecer, Chairman, Board of Supervisors of BARRON WATER CONTROL DISTRICT, who is personally known to me or has produced _____ as identification.

June S. Shivers
Notary Public

JUNE S SHIVERS
Printed Name

My Commission Expires:

JUNE S. SHIVERS
MY COMMISSION # CC 601689
EXPIRES: February 25, 2001
Bonded Thru Notary Public Underwriters

FL 9903608 B 582 P 1383
CO:HENDRY ST:FL

GERBER GROVES WATER CONTROL DISTRICT

L.W. Mobley
Signature of 1st Witness

L. W. MOBLEY
Printed Name of 1st Witness

Thomas B. Hart
Signature of 2nd Witness

Thomas B. Hart
Printed Name of 2nd Witness

By: Bryan Beer
Chairman, Board of Supervisors

STATE OF FLORIDA)
) ss
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 20 day of November, 1998 by BRYAN BEER, Chairman, Board of Supervisors of GERBER GROVES WATER CONTROL DISTRICT, who is personally known to me or has produced _____ as identification.

Thomas B. Hart
Notary Public

Thomas B. Hart
Printed Name

My Commission Expires:

OFFICIAL NOTARY SEAL
THOMAS BRYAN HART
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC586237
MY COMMISSION EXP SEPT 18,2000

FL 9903608 B 582 P 1384
CO:HENDRY ST:FL

DEVILS GARDEN WATER CONTROL DISTRICT

Beatrice W. Boyle
Signature of 1st Witness
Beatrice W. Boyle
Printed Name of 1st Witness
Billie Jo Hankins
Signature of 2nd Witness
Billie Jo Hankins
Printed Name of 2nd Witness

By: W. Bernard Lester
Chairman, Board of Supervisors

STATE OF FLORIDA)
) ss
COUNTY OF HENDRY)

The foregoing instrument was acknowledged before me this 23rd day of November, 1998 by W. Bernard Lester, Chairman, Board of Supervisors of DEVILS GARDEN WATER CONTROL DISTRICT, who is personally known to me or has produced _____ as identification.

Betty L. Dunham
Notary Public

Betty L. Dunham
Printed Name

My Commission Expires:

Betty L. Dunham
MY COMMISSION # CC698040 EXPIRES
October 15, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

FL 9903608 B 582 P 1385
CO:HENDRY ST:FL

COLLINS SLOUGH WATER CONTROL DISTRICT

By: W. Bernard Lester
Chairman, Board of Supervisors

Beatrice W. Bayle
Signature of 1st Witness
Beatrice W. Bayle
Printed Name of 1st Witness
Billie Jo Gaskins
Signature of 2nd Witness
Billie Jo Gaskins
Printed Name of 2nd Witness

STATE OF FLORIDA)
) ss
COUNTY OF HENDRY)

The foregoing instrument was acknowledged before me this 23rd day of November, 1998 by W. Bernard Lester, Chairman, Board of Supervisors of COLLINS SLOUGH WATER CONTROL DISTRICT, who is personally known to me or has produced _____ as identification.

Betty L. Dunham
Notary Public

Betty L. Dunham
Printed Name

My Commission Expires:

Betty L. Dunham
MY COMMISSION # CC588040 EXPIRES
October 15, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

FL 9903608 B 582 P 1386
CO:HENDRY ST:FL

Patricia L. Rimes
Signature of 1st Witness
Patricia L. Rimes
Printed Name of 1st Witness
Billie Jo Haskins
Signature of 2nd Witness
Billie Jo Gaskins
Printed Name of 2nd Witness

ALICO, INC.
By: W. Bernard Lester
W. Bernard Lester, President

(SEAL)

STATE OF FLORIDA)
) ss
COUNTY OF HENDRY)

The foregoing instrument was acknowledged before me this 28th day of October, 1998 by W. Bernard Lester, President of ALICO, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Betty L. Dunham
Notary Public

Betty L. Dunham
Printed Name

My Commission Expires:

Betty L. Dunham
MY COMMISSION # CC660040 EXPIRES
October 15, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

BOARD OF TRUSTEES OF THE BARRON-HILLIARD-ALICO COOPERATIVE DRAINAGE PLAN

Beatrice W. Boyle
Signature of 1st Witness
Beatrice W. Boyle
Printed Name of 1st Witness
Billie Jo Gaskins
Signature of 2nd Witness
Billie Jo Gaskins
Printed Name of 2nd Witness

Walter Howard, Chairman, Trustee

Beatrice W. Boyle
Signature of 1st Witness
Beatrice W. Boyle
Printed Name of 1st Witness
Billie Jo Gaskins
Signature of 2nd Witness
Billie Jo Gaskins
Printed Name of 2nd Witness

W. Bernard Lester, Trustee

Thomas C Perry
Signature of 1st Witness
Thomas C Perry JR
Printed Name of 1st Witness
John G Yarn
Signature of 2nd Witness
Jona A. Yarn
Printed Name of 2nd Witness

Ralph Nicholson, Trustee

STATE OF FLORIDA)
) ss
COUNTY OF HENDRY)

FL 9903608 B 582 P 1388
CO:HENDRY ST:FL

The foregoing instrument was acknowledged before me this 23rd day of November, 1998 by Walter Howard, Chairman Trustee, BOARD OF TRUSTEES OF THE BARRON-HILLIARD-ALICO COOPERATIVE DRAINAGE PLAN, who is personally known to me or has produced _____ as identification.

Betty L. Dunham
Notary Public

Betty L. Dunham
Printed Name

My Commission Expires:

Betty L. Dunham
MY COMMISSION # CC686040 EXPIRES
October 15, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA)
) ss
COUNTY OF HENDRY)

The foregoing instrument was acknowledged before me this 23rd day of November, 1998 by W. Bernard Lester, Trustee, BOARD OF TRUSTEES OF THE BARRON-HILLIARD-ALICO COOPERATIVE DRAINAGE PLAN, who is personally known to me or has produced _____ as identification.

Betty L. Dunham
Notary Public

Betty L. Dunham
Printed Name

My Commission Expires:

Betty L. Dunham
MY COMMISSION # CC686040 EXPIRES
October 15, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA)
) ss
COUNTY OF HENDRY)

The foregoing instrument was acknowledged before me this 23rd day of November, 1998 by Ralph Nicholson, Trustee, BOARD OF TRUSTEES OF THE BARRON-HILLIARD-ALICO COOPERATIVE DRAINAG E PLAN, who is personally known to me or has produced _____ as identification.

Betty L. Dunham
Notary Public

Betty L. Dunham
Printed Name

My Commission Expires:

Betty L. Dunham
MY COMMISSION # CC686040 EXPIRES
October 15, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

FL 9903608 B 582 P 1389
CO:HENDRY ST:FL

Please return to:
Thomas B. Hart, Esquire

This instrument prepared by:
Thomas B. Hart, Esquire
HUMPHREY & KNOTT, P.A.
1625 Hendry Street, Third Floor
Fort Myers, Florida 33901
(941) 334-2722
Florida Bar No. 754684

RATIFICATION OF THIRD MODIFICATION OF DRAINAGE EASEMENT AGREEMENT

COMES NOW, the *Port Labelle Community Development District*, a local unit of special purpose government created and operated pursuant to Chapter 190, Florida Statutes, and hereby approves, ratifies and confirms that certain "Third Modification of Drainage Easement Agreement" by and between: Barron Water Control District; Gerber Groves Water Control District; Devils Garden Water Control District; Collins Slough Water Control District; Alico, Inc.; and, Walter Howard, W. Bernard Lester and Ralph Nicholson, the latter three constituting the Board of Trustees of the Barron-Hilliard-Alico Cooperative Drainage Plan; which document was executed by the said Board of Trustees on the _____ day of _____, 1998, and executed by Barron Water Control District on the ____ day of _____, 1998..

June Shivers
1st Witness
June Shivers
Printed Name

Janet Schall
2nd Witness
Janet Schall
Printed Name

Port Labelle Community Development District

By: _____
Scott Wegescheid, Chairman
Wegescheid

STATE OF FLORIDA)
) ss
COUNTY OF Hendry)

The foregoing instrument was acknowledged before me this 4th day of December, 1998 by Scott Wegescheid, Chairman, Port Labelle Community Development District, who is personally known to me or has produced _____ as identification.

June S Shivers
Notary Public
JUNE S SHIVERS
Printed Name

My Commission Expires:
G:\TBH\ALICO\PHASE II\ratification.wpd

JUNE S. SHIVERS
MY COMMISSION # CC 601288
EXPIRES: February 25, 2001
Bonded Thru Notary Public Underwriters

13.00

GENERAL DEVELOPMENT CORPORATION
NOTICE OF ADOPTION OF DEVELOPMENT ORDER

OFF. REC. 332 PAGE 121

NOTICE IS HEREBY GIVEN pursuant to Section 380.06(14)(d), Florida Statutes, that on November 22, 1983, the Board of County Commissioners of Hendry County, Florida adopted Resolution No. 83-89, a Development Order for Port LaBelle Increment III, a Development of Regional Impact. The property covered by the Order is more particularly described on Exhibit A which is attached hereto.

The adopted Development Order constitutes a land development regulation applicable to the property.

The Development Order and the attached exhibits are located in the office of the Clerk of the Circuit Court for Hendry County, Florida and may be examined at that location.

The recording of this Notice shall not constitute a lien, cloud, or encumbrances on real property, nor actual nor constructive notice of any of the same.

GENERAL DEVELOPMENT CORPORATION

By: _____
Wayne L. Allen
Senior Vice President

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 5th day of January, 1984, by Wayne L. Allen, Senior Vice President of General Development Corporation, a Delaware corporation on behalf of the corporation.

_____
Notary Public
State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 8 1984.
BONDED THRU GENERAL INS. UNDERWRITERS

This instrument prepared by:

Valerie F. Fravel, Esq.
General Development Corporation
1111 South Bayshore Drive
Miami, Florida 33131

RECORDED IN
OFFICIAL RECORDS
HENDRY COUNTY, FLORIDA

'84 JAN -9 P4:50 84 209

CHARLOTTE R. FITZSIMMONS
CLERK CIRCUIT COURT

LEG.60/24.1/01/04/84

RECORDED IN RESOLUTION BOOK VI, PAGE 426
PORT LABELLE INCREMENT III

DESCRIPTION OF PORTION IN HENDRY COUNTY

That certain parcel of land lying in Sections 2, 3, 10, 11, 13, 14, 15, 16, 23, 24, 25, 26, 35, and 36, Township 43 South, Range 30 East, and Sections 18, 19, 20, 29, 30, 31, and 32, Township 43 South, Range 31 East, more particularly described as follows:

Section 2, Township 43 South, Range 30 East
All of Section 2, lying South of State Road 80; less and except that portion of "PORT LABELLE UNIT 11," as recorded in Plat Book 4, Page 29.

Section 3, Township 43 South, Range 30 East
That portion of Section 3, lying South of State Road 80 and East of the Seaboard Coastline Railroad.

Section 10, Township 43 South, Range 30 East
That portion of Section 10, lying East of the Seaboard Coastline Railroad.

Section 11, Township 43 South, Range 30 East
All of Section 11; less and except that portion of "PORT LABELLE UNIT 11," as recorded in Plat Book 4, Page 29.

Section 13, Township 43 South, Range 30 East
All of Section 13; less and except those portions of "PORT LABELLE UNIT 10," as recorded in Plat Book 4, Page 17, and "PORT LABELLE UNIT 11," as recorded in Plat Book 4, Page 29.

Section 14, Township 43 South, Range 30 East
All of Section 14; less and except those portions of "PORT LABELLE UNIT 10," as recorded in Plat Book 4, Page 17; "PORT LABELLE UNIT 11," as recorded in Plat Book 4, Page 29; and "PORT LABELLE UNIT 16," as recorded in Plat Book 5, Page 35.

Section 15, Township 43 South, Range 30 East
That portion of Section 15, lying East of the Seaboard Coastline Railroad; less and except "PORT LABELLE UNIT 14," as recorded in Plat Book 5, Page 1; and "PORT LABELLE UNIT 16," as recorded in Plat Book 5, Page 35.

Section 16, Township 43 South, Range 30 East
That portion of Section 16, lying East of the Seaboard Coastline Railroad; less and except "PORT LABELLE UNIT 16," as recorded in Plat Book 5, Page 35.

Section 23, Township 43 South, Range 30 East
All of Section 23; less and except "PORT LABELLE UNIT 15," as recorded in Plat Book 5, Page 22; and "PORT LABELLE UNIT 16," as recorded in Plat Book 5, Page 35.

Section 24, Township 43 South, Range 30 East
All of Section 24.

Section 25, Township 43 South, Range 30 East
All of Section 25.

EXHIBIT A

RECORDED IN RESOLUTION BOOK VI, PAGE 427

Section 26, Township 43 South, Range 30 East
All of Section 26; less and except "PORT LABELLE UNIT 15," as recorded in Plat Book 5, Page 22.

OFF. REC. 332 PAGE 123

Section 35, Township 43 South, Range 30 East
All of Section 35.

Section 36, Township 43 South, Range 30 East
All of Section 36.

Section 18, Township 43 South, Range 31 East
All of Section 18; less and except "PORT LABELLE UNIT 12," as recorded in Plat Book 4, Page 42.

Section 19, Township 43 South, Range 31 East
All of Section 19; less and except "PORT LABELLE UNIT 12," as recorded in Plat Book 4, Page 42.

Section 20, Township 43 South, Range 31 East
All of Section 20.

Section 29, Township 43 South, Range 31 East
All of Section 29.

Section 30, Township 43 South, Range 31 East
All of Section 30.

Section 31, Township 43 South, Range 31 East
All of Section 31.

Section 32, Township 43 South, Range 31 East
All of Section 32.

All Recorded Documents recorded in the Public Records of Hendry County, Florida.
All lands lying in Hendry County and containing 10,059.1 acres.

EXHIBIT A

This instrument prepared by or under the supervision of:
Name: Steven E. Goldman, Attorney
Address: 1221 Brickell Avenue
Miami, Florida 33131

OFF REC 0508 PAGE 1514

(Space reserved for Clerk of Court)

'94 APR 15 P3:18

CHRISTINE PRATT
CLERK OF CIRCUIT COURT

PARCEL I.D. NO. _____

94 03453

NONEXCLUSIVE DRAINAGE EASEMENT

THIS GRANT OF EASEMENT is hereby made and entered into as of the 31st day of March, 1994, by and between ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation, whose address is 2601 S. Bayshore Drive, Miami, Florida 33133, (hereinafter referred to as "Grantor"), to and in favor of THE COUNTY OF HENDRY, whose address is P.O. Box 1760, La Belle, Florida 33935, and whose taxpayer identification number is N/A (hereinafter referred to as "Grantee").

W I T N E S S E T H

WHEREAS, Grantor is the fee simple owner of certain real property located in Hendry County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Grantee is in need of an easement for surface water drainage and transmission, and other related purposes hereinafter set forth over, under, across, and through the Easement Parcel.

NOW, THEREFORE, in consideration of the premises hereof and of the sum of TEN DOLLARS ($10.00) in hand paid by Grantee to Grantor, the receipt and sufficiency whereof are hereby acknowledged, Grantor does hereby grant to Grantee, a perpetual nonexclusive drainage easement over the Easement Parcel, together with a perpetual nonexclusive easement over and across the Easement Parcel for construction, maintenance, and repair of the Easement Parcel and any drainage system constructed thereon (collectively, the "Easement"), but only in accordance with the terms and provisions more specifically set forth herein. Said Easement is granted subject to existing easements and agreements with the Barron Water Control District, the Collins Slough Water Control District and the Devils Garden Water Control District, if any.

DOCUMENTARY STAMP TAX PAID $ N/C
CLERK CIRCUIT COURT, HENDRY COUNTY, FLA.
BY _____ D.C. DATE 4-15-94

1. Grantee's Privileges and Obligations. Grantee may make drainage related improvements to the Owner Parcel. However, Grantee shall be solely responsible for, at Grantee's own cost, the engineering, design, permitting and construction of improvements to the Easement Parcel made by the Grantee at Grantee's election for any purpose, including, without limitation, those made to accommodate any increase in water flow introduced into the Easement Parcel from properties south of Grantor's south property boundary, or to extend said improvements through other property owned by Grantor, its successors or assigns to the Caloosahatchee River (if Grantor, in its sole discretion, grants to Grantee the right to so extend said improvements through its other property).

2. Grantor's Rights. Grantor shall have the right to use the land within the Easement Parcel for any purpose which does not materially interfere with the rights herein conveyed to Grantee. Without limiting the foregoing, Grantor shall have the right to use the Easement Parcel and/or to make improvements to the Easement Parcel.

3. Construction; Approval. Grantor and Grantee shall each give to the other three (3) months prior written notice of its intent to make improvements to the Easement Parcel and both parties shall be obligated to submit permit applications for proposed improvements to all applicable regulatory agencies having jurisdiction thereof. It is acknowledged and agreed that all construction plans for any improvements proposed by Grantee within the Easement Parcel are subject to the approval of Grantor (which approval shall not be unreasonably withheld), Barron Water Control District and the Atico-Hilliard-Barron Joint Trust (or any successor or assigns thereof) and that no construction or use of the Easement Parcel may be commenced without receipt of all required State and Federal permits.

4. Maintenance Costs. Grantee agrees to pay, pursuant to an interlocal agreement with Barron County Water Control District, its pro-rata share of Easement Parcel maintenance costs based on actual use as determined by Barron Water Control District.

5. Spoil Removal. Grantor shall utilize reasonable methods to dispose of all spoil from any excavation within the right-of-way within the Easement Parcel. However, if all of this spoil cannot reasonably be disposed of within the right-of-way within the Easement Parcel, Grantor shall allow the excess spoil to be placed and graded by the Grantee on sites to be designated by Grantor in its sole discretion. However, all such excess spoil shall automatically become the property of Grantor upon being placed on such sites.

6. Property Title. The Easement herein given to Grantee is subject to all encumbrances, conditions, and reservations upon or under which Grantor holds title to the Easement Parcel property.

7. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect except a subsequent modification in writing, signed by the party to be charged.

8. Litigation. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees (at trial and all appellate levels), and costs.

9. Terms. The terms "Grantor" and "Grantee" as used herein shall be deemed to be plural, when required to be so, and shall include the successors and assigns of the parties hereto. The term "Easement" as used herein shall be deemed to be plural, when required to be so.

10. Effectiveness of Agreement. Notwithstanding anything herein to the contrary, this Easement shall not be effective for any purpose until all parties shown below have executed this document and it has been filed of record in the county in which the property subject to this Easement is located. Grantee may not assign its rights hereunder.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be executed by its undersigned authorized officer on the day and year first written above.

Signed, sealed, and delivered
in the presence of:

_____
Witness
Printed Name: _____

_____
Witness
Printed Name: _____

Grantor:

ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation

By: _____

Title: VICE PRESIDENT

[CORPORATE SEAL]

Grantee:

THE COUNTY OF HENDRY

Attest: Christine Pratt
Title: Clerk

By: [signature]
Title: Chairman, Board of County Commissioners, Hendry County, Florida

[CORPORATE SEAL]

STATE OF FLORIDA)
)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 25 day of March, 1994, by LIMBALL D. WOODBURY, as Vice President of ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation, on behalf of said corporation. He is either personally known to me or has produced _____ as identification, and did not take an oath.

[signature]
Name: Linda Myskiw
Commission No.: CC 277431
Notary Public State of Florida

My Commission Expires:
_____

[Notarial Seal]

NOTARIAL SEAL
LINDA MYSKIW
COMMISSION NUMBER
CC277431
MY COMMISSION EXP.
MAY 12,1997
NOTARY PUBLIC STATE OF FLORIDA

STATE OF FLORIDA)
)
COUNTY OF HENDRY)

The foregoing instrument was acknowledged before me this 31st day of March, 1994, by CECIL O. AKIN and CHRISTINE PRATT, as Chairman and Clerk, respectively, of BOARD OF COUNTY COMMISSIONERS HENDRY COUNTY. They are either personally known to me or have produced personally known as identification, and did not take an oath.

[signature]
Name: SANDRA KLEPACKI
Commission No.: _____
Notary Public State of Florida

My Commission Expires:
_____

[Notarial Seal]

SANDRA KLEPACKI
MY COMMISSION # CC356511 EXPIRES
July 18, 1997
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT "A"

ATLANTIC GULF COMMUNITIES

2601 SOUTH BAYSHORE DRIVE, MIAMI, FLORIDA 33133

OFF REC 0508 PAGE 1518

LEGAL DESCRIPTION: Canal 1 Easement

All of Tract "C" as shown on the plat of **PORT LaBELLE UNIT 14** as recorded in Plat Book 5 at Pages 1 through 21, and all of Tract "C" as shown on the plat of **PORT LaBELLE UNIT 20** as recorded in Plat Book 5 at Pages 92 through 105, and all of Tract "J" as shown on the plat of **PORT LaBELLE UNIT 21** as recorded in Plat Book 5 at Pages 106 through 116, all of the Public Records of Hendry County, Florida, lying and being in Hendry County, Florida,

TOGETHER WITH

All of Tracts "B" and "C" as shown on the plat of **PORT LaBELLE UNIT 105** as recorded in Plat Book 3 at Pages 158 through 168 of the Public Records of Glades County, Florida, lying and being in Glades County, Florida,

TOGETHER WITH

That certain 160.00 feet wide parcel of land lying within land Sections 28 and 33, Township 42 South, Range 30 East, Glades County, Florida, as described in Official Records Book 26 at Pages 492 through 502 of the Public Records of Glades County, Florida, **TOGETHER WITH** a strip of land 40.00 feet wide lying easterly of and contiguous with the aforementioned 160.00 foot wide parcel and having it's northerly boundary as the southerly Right-of-Way line of the **CALOOSAHATCHEE RIVER** and it's southerly boundary as the northerly boundary of the said plat of **PORT LaBELLE UNIT 105.**

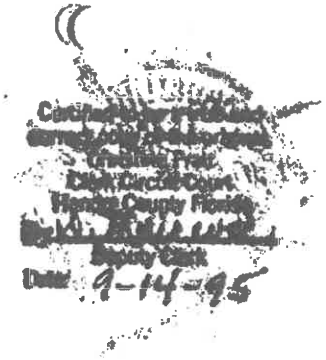
TOGETHER WITH

That certain 160.00 feet wide parcel of land lying within land Sections 15 and 16, Township 43 South, Range 30 East, Hendry County, Florida, as described in Official Records Book 56 at Page 396 of the Public Records of Hendry County, Florida, **TOGETHER WITH** a strip of land 40.00 feet wide lying southeasterly of and contiguous with the aforementioned 160.00 foot wide parcel and having it's northerly boundary as the southeasterly prolongation of the most southwesterly line of TRACT "G-16" as shown on the said plat of **PORT LaBELLE UNIT 20** and it's southerly boundary as the northerly boundary of the said plat of **PORT LaBELLE UNIT 14.**

TOGETHER WITH

That certain 130.00 feet wide portion of the **SEABOARD COASTLINE RAILROAD** lying in said Sections 15 and 16 and having it's northerly boundary as the southeasterly prolongation of the most southwesterly line of said TRACT "G-16" and it's southerly boundary as the southeasterly prolongation of the northerly Right-of-Way line of GOLF CLUB BOULEVARD as shown on the said plat of **PORT LaBELLE UNIT 20.**

Rec 5.00



OFF REC 0527 PAGE 0718

IN THE CIRCUIT COURT OF THE 20TH JUDICIAL CIRCUIT, IN AND FOR HENDRY COUNTY, FLORIDA

FL. BAR NO.

OFF REC 0523 PAGE 1158

IN RE:

95 04937

BARRON WATER CONTROL DISTRICT PLAN OF WATER MANAGEMENT DISTRICT AMENDMENT.

CASE NO. 93-864

CLERK CIRCUIT COURT

95 JUN -7 P 2:29

Recorded

CLARIFICATION OF FINAL ORDER

Pursuant to Sections 298.07, 298.27, 298.36, 298.54, and 298.55, Florida Statutes, the Board of Supervisors of Barron Water Control District, has petitioned this Court for approval of an amendment to its Plan of Water Management. In compliance with Chapter 298, Florida Statutes, this Court has appointed three commissioners to assess benefits and damages associated with Petitioner's request. The commissioners filed a Commissioners' Report with this Court, March 18, 1994, as required by law.

The Court having considered the Commissioners' Report, testimony, arguments of counsel and any and all exceptions or objections to said Report, and being fully advised in the premises, hereby

ORDERS:

1. The Commissioners' Report filed in this matter is hereby approved and incorporated herein, and Petitioner's request for an amendment to its Plan of Water Management is hereby granted.

2. The Board of Supervisors of the Barron Water Control District is hereby authorized, subject to the conditions set forth herein, to implement said Plan of Water Management as described by their Petition, and as recommended by said Commissioners' Report.

3. The Amended Plan of Water Management supersedes the existing Plan of Reclamation for Barron adopted in 1975 as to the undeveloped lands within the District designated for conversion to agricultural development commonly known as the Port LaBelle Agricultural Area and legally described on Exhibit "A" hereto. The existing Plan remains valid for the developed, non-agricultural portion of the District and remains in effect except as amended by the Amended Plan of Water Management.

4. All construction necessary to accomplish the Amended Plan of Water Management shall be performed in accord with any permits or other authorizations required by the South Florida Water Management District or the Florida Department of Environmental Protection pursuant to Chapter 373, Florida Statutes. Any alteration in the design of systems under permit may require permit modifications or additional permits issued by the South Florida Water Management District or the Department of Environmental Protection pursuant to Chapter 373, Florida Statutes.

5. Provided, however, all lands subject to the Amended Plan of Reclamation within Hendry County are platted of record for residential purposes and include road rights-of-way dedicated to the public. Barron Water Control District shall not levy installation or maintenance taxes for the purpose of implementing the amended plan in Hendry County until:

A. Such plats have been vacated; or

B. Barron, Hendry County and the landowner agree upon a method of plat vacation and file such agreement with this Court.

DONE AND ORDERED at the Hendry County Courthouse, in LaBelle, Florida, this 5 day of June, 1995.

CIRCUIT JUDGE

Copies to:
Elizabeth J. Daniels, Esquire
E. Dan Stevens, Esquire
Michael A. Rider, Esquire
Terry E. Lewis, Esquire
Cecil Ross, Esquire
Kenneth Plante, Esquire

95 08336

CLERK OF CIRCUIT COURT
BY M. Kelley D.C.

'95 SEP 15 P2:43

I:\B72\S673\PLD\CLARIFIC.ORD

LEGAL DESCRIPTION: Port LaBelle Agricultural Area

All those parcels of land lying in Glades County, Florida, described as follows:

In Township 42 South, Range 29 East.

Section 25: ALL, lying South of the Caloosahatchee River (Canal 43).

In Township 42 South, Range 30 East.

Section 25: ALL, lying South of the Caloosahatchee River (Canal 43).

Section 26: ALL, lying South of the Caloosahatchee River (Canal 43).

Section 27: ALL, lying South of the Caloosahatchee River (Canal 43); less and except the Right-of way for Ortona Road.

Section 28: ALL, lying South of the Caloosahatchee River (Canal 43).

Section 29: ALL, lying South of the Caloosahatchee River (Canal 43); less and except Port LaBelle Ranchettes as recorded in Plat Book 3 at Page 105 of the Public Records of Glades County, Florida, and also less Port LaBelle Unit 102 as recorded in Plat Book 3 at Page 66 of the Public Records of Glades County, Florida.

Section 30: ALL, lying South of the Caloosahatchee River (Canal 43) and lying North of said plat of Port LaBelle Ranchettes. Subject to a flowage easement for the lands to the South thereof.

Section 32: ALL of the North 1/2; less and except the Southeast 1/4 of the Northwest 1/4; also less the South 3/4 of the South 1/2 of the Northeast 1/4; also less the said plat of Port LaBelle Unit 102.

Section 33: ALL; less and except Lots 19, 20, and 42 as shown on the plat of Subdivision of Section 33, TWP. 42 S. RGE. 30 E. as recorded in Plat Book 2, Page 126 of DeSoto County Records; also less the Right-of-way for State Road 80.

Section 34: ALL; less and except Lots 83, 84, 85, 312, 425 and 426 and Out Lot "F", as shown on the Plat of Goodno Subdivision as recorded in Plat Book 1, Page 1, Public Records of Glades County; also less the

Rights-of-way for State Road 80 and Ortona Road.

Section 35: ALL; less and except the right-of-way for State Road 80.

Section 36: ALL; less and except the right-of-way for State Road 80.

In Township 42 South, Range 31 East.

Section 30: ALL; lying South of the Caloosahatchee River (Canal 43).

Section 31: ALL; less and except the Right-of-way for State Road 80.

TOGETHER WITH

All those parcels of land lying in Hendry County, Florida, described as follows:

In Township 43 South, Range 30 East.

Section 1: ALL; less and except the Right-of-way for State Road 80.

Section 2: ALL; less and except the Right-of-way for State Road 80, and also less the Right-of-Way for Wellington Parkway as shown on the plat of Port LaBelle Unit 11 as recorded in Plat Book 4 at Page 29 of the Public Records of Hendry County, Florida.

Section 3: ALL; less and except the Right-of-way for State Road 80.

Section 4: ALL; less and except the Right-of-way for State Road 80.

Section 5: ALL; less and except the Right-of-way for State Road 80, and also less the Right-of-Way for Garden Road as shown on the plat of Port LaBelle Unit 17 as recorded in Plat Book 5 at Page 48 of the Public Records of Hendry County, Florida. Subject to a flowage easement adjacent to said Garden Road, for the lands to the South and West thereof.

Section 8: ALL lying East of the East boundary of the plat of Port LaBelle Unit 9 as recorded in Plat Book 3 at Page 144 of the Public Records of Hendry County, Florida; less and except Garden Road as shown on the said plat of Port LaBelle Unit 17 and on the plat of Port LaBelle Unit 18 as recorded in Plat

Book 5 at Page 165 of the Public Records of Hendry County, Florida. Subject to a flowage easement adjacent to said Garden Road, for the lands to the South and West thereof.

Section 9: ALL.

Section 10: ALL.

Section 11: ALL; lying West of the West Right-of-Way Line of said Wellington Parkway.

Section 12: ALL lying northerly of the following described line: BEGINNING at the Northwest corner of TRACT "A-12" as shown on the plat of PORT LaBELLE UNIT 13 as recorded in Plat Book 4 at Page 55 of the Public Records of Hendry County, Florida; thence S11°14'31"E, along the West line of said TRACT "A-12" for 2618.69 feet; thence S10°49'42"W along the West line of said TRACT "A-12" for 868.19 feet to a point on the North Right-of-Way line of NORTHEAST BANYAN BOULEVARD as shown on the said plat of PORT LaBELLE UNIT 13 said point also being a point on a circular curve to the left having a radial bearing of S06°41'47"W, a radius of 1450.00 feet and a central angle of 04°50'09"; thence Westerly along the North Right-of-Way line of said NORTHEAST BANYAN BOULEVARD and along the arc of said curve for 122.38 feet to a point of tangency; thence N78°28'05"W, along the North Right-of-Way line of said NORTHEAST BANYAN BOULEVARD for 617.68 feet to a point on the Easterly boundary line of the plat of PORT LaBELLE UNIT 11 as recorded in Plat Book 4 at Page 29 of the Public Records of Hendry County, Florida. thence S11°31'55"W, along the Easterly boundary of the said plat of PORT LaBELLE UNIT 11 for 100.00 feet to a point on the Southerly Right-of-Way line of NORTHWEST BANYAN BOULEVARD as shown on the said plat of PORT LaBELLE UNIT 11; thence N78°28'05"W along a portion of the Southerly Right-of-Way line of said NORTHWEST BANYAN BOULSVARD for 735.00 feet to a point of curvature of a circular curve to the left, having a radius of 25.00 feet and a central angle of 90°00'00"; thence Westerly and Southwesterly along the arc of said curve for 39.27 feet; thence N78°28'05"W for 60.00 feet to the Northeasterly corner of LOT 1, BLOCK 2431 of the said plat of PORT LaBELLE UNIT 11; thence continue N78°28'05"W along the Southerly line of TRACT "A-14" of the said plat of PORT LaBELLE UNIT 11 for 598.65 feet to the Northeasterly corner of LOT 8 of said BLOCK 2431; thence N89°48'03"W,

radial to the next described curve and along the Northerly line of said LOT 8 for 125.00 feet to the Easterly Right-of-Way line of MILES PLACE said point also being a point on the arc of a circular curve to the left having a radius of 275.00 feet and a central angle of 00°11'57"; thence Southerly along the Easterly Right-of-Way line of said MILES PLACE and along the arc of said curve for 0.96 feet; thence due West for 50.00 feet to the Westerly Right-of-Way line of said MILES PLACE; thence due South along the Westerly Right-of-Way line of said MILES PLACE for 321.69 feet to the Northeasterly corner of LOT 20, BLOCK 2432 of the said plat of PORT LaBELLE UNIT 11; thence due West along the Northerly line of said LOT 20 for 135.00 feet to the Westerly line of TRACT "A-9" as shown on the said plat of PORT LaBELLE UNIT 11 and the Northwesterly corner of said LOT 20; thence due South for 35.00 feet to a point of curvature of a circular curve to the left having a radius of 260.00 feet and a central angle of 24°45'48"; thence Southeasterly along the arc of said curve for 112.37 feet to a point on the North line of the South 1/2 of Section 12, Township 43 South, Range 30 East, Hendry County, Florida; thence S89°18'03"W along the North line of the South 1/2 of said Section 12 for 261.46 feet to the Easterly line of BLOCK 2433 of the said plat of PORT LaBELLE UNIT 11 and a point on the arc of a circular curve to the left having a radius of 260.00 feet and a central angle of 46°08'22"; thence Northwesterly and Westerly along the Easterly line of said BLOCK 2433 and along the arc of said curve for 209.37 feet to a point of tangency; thence due West along portions of the Northerly line of said BLOCK 2433 for 660.00 feet; thence N52°49'47"W along the Northeasterly line of LOT 29 of said BLOCK 2433 for 47.94 feet; thence S77°00'04"W radial to the next described curve and along the Northerly lines of LOTS 29 and 28 of said BLOCK 2433 for 146.45 feet to the Easterly Right-of-Way line of JONQUIL DRIVE as shown on the said plat of PORT LaBELLE UNIT 11 and a point on the arc of a circular curve to the right having a radius of 230.00 feet and a central angle of 12°59'56"; thence Southerly along the Easterly line of said JONQUIL DRIVE and along the arc of said curve for 52.18 feet to a point of tangency; thence due South along the Easterly Right-of-Way line of said JONQUIL DRIVE for 79.29 feet to the Northerly Right-of-Way line of BOCA CIRCLE as shown on the said plat of PORT LaBELLE UNIT 11 and the Southwesterly corner of said LOT 28; thence due West for 60.00 feet to the Westerly Right-of-Way line of said JONQUIL DRIVE; thence due South along

the Westerly Right-of-Way line of said JONQUIL DRIVE for 10.71 feet to the Northeasterly corner of LOT 14 of said BLOCK 2433; thence due West along the Northerly line of said LOT 14 for 135.00 feet to the Northwesterly corner of said LOT 14 and the Easterly line of said TRACT "A-9"; thence N87°32'23"W for 374.76 feet to the most Northerly corner of LOT 7, BLOCK 2438 as shown on the said plat of PORT LaBELLE UNIT 11; thence S66°55'02"W along the Northwesterly line of said LOT 7 for 177.15 feet to the Northerly line of LOT 6 of said BLOCK 2438; thence due West along the Northerly line of said BLOCK 2438 for 457.62 feet to the Easterly Right-of-Way line of said NORTHWEST BANYAN BOULEVARD; thence continue due West for 100.00 feet to a point on the Westerly Right-of-Way line of said NORTHWEST BANYAN BOULEVARD and the Northeasterly corner of BLOCK 2442 as shown on the said plat of PORT LaBELLE UNIT 11; thence continue due West for 485.00 feet; thence N53°20'55"W for 52.68 feet to a point of curvature of a circular curve to the left having a radius of 195.00 feet and a central angle of 11°41'38"; thence Northwesterly along the arc of said curve for 38.27 feet to the Westerly line of LOT 66 of said BLOCK 2442 (the last three courses being coincident with the Northerly line of said BLOCK 2442; thence due South radial to the next described curve and along the Westerly line of said LOT 66 for 186.14 feet to the Northerly Right-of-Way line of WEST VISCAYA COURT as shown on the said plat of PORT LaBELLE UNIT 11, and a point on the arc of a circular curve to the left having a radius of 25.00 feet and a central angle of 79°50'09"; thence Northwesterly along the arc of said curve for 34.83 feet to a point of reverse curvature of a circular curve to the left having a radius of 60.00 feet and a central angle of 202°17'11"; thence Northwesterly, Westerly, Southwesterly, Southerly and Southeasterly along the Northerly Right-of-Way line of said WEST VISCAYA COURT and along the arc of said curve for 211.83 feet to the Southeasterly corner of LOT 63 of said BLOCK 2442; thence S57°32'57"W along the Southeasterly line of said LOT 63 for 100.23 feet to the Southwesterly line of said LOT 63; thence N34°49'06"W along the Southwesterly line of said LOT 63 for 104.72 feet to the Northeasterly corner of LOT 48 of said BLOCK 2442; thence due West along the Northerly line of said LOT 48 for 101.68 feet to the Northwesterly corner of said LOT 48; thence S67°22'42"W for 51.79 feet to the Northeasterly corner of LOT 47 of said BLOCK 2442; thence S64°32'00"W along the Northwesterly line of said LOT 47 for 107.28 feet

to the Westerly line of said LOT 47; thence due South 118.95 feet to the Northeasterly corner of LOT 45 of said BLOCK 2442; thence due West along the Northerly line of LOTS 42 through 45 of said BLOCK 2442 and along the Westerly prolongation of the Northerly line of said LOT 42 for 557.95 feet to the Easterly Right-of-Way line of WELLINGTON PARKWAY as shown on the said plat of PORT LaBELLE UNIT 11 and the POINT OF TERMINATION. Less said Wellington Parkway. Subject to a flowage easement for the lands in said Port LaBelle Unit 11 and Port LaBelle Unit 10 as recorded in Plat Book 4 at Page 17 of the Public Records of Hendry County, Florida.

Section 13: All lying West of the West boundary line and south of the South boundary line of the plat of Port LaBelle Unit 37 as recorded in Plat Book 6 at Page 5 of the Public Records of Hendry County, Florida.

Section 14: ALL lying West of the West Right-of-Way line of Wellington Parkway as shown on the plat of Port LaBelle Unit 10 as recorded in Plat Book 4 at Page 17 of the Public Records of Hendry County, Florida.

Section 15: ALL.

Section 16: ALL.

Section 17: ALL lying East of the plat boundary line of Port LaBelle Unit 8 as recorded in Plat Book 3 at Page 131 of the Public Records of Hendry County, Florida and lying South of the Plat boundary line of Port LaBelle Unit 9 as recorded in Plat Book 3 at Page 144 of the Public Records of Hendry County, Florida.

Section 18: ALL lying East of the plat boundary line of said Port LaBelle Unit 8.

Section 21: ALL, lying East of the West Right-of-Way line of the abandoned Seaboard Coast Line Railroad.

Section 22: ALL.

Section 23. ALL.

Section 24: ALL.

Section 25: ALL.

Section 26: ALL.

Section 27: ALL.

OFF REC 0523 PAGE 1167

Section 28: ALL, lying East of the West Right-of-Way line of the abandoned Seaboard Coast Line Railroad.

Section 29: ALL, lying East of the West Right-of-Way line of the abandoned Seaboard Coast Line Railroad.

OFF REC 0527 PAGE 0727

Section 35: ALL.

Section 36: ALL.

In Township 43 South, Range 31 East.

Section 6: All lying West of Canal No. 3, subject to a flowage easement for the lands in Port LaBelle Unit 10 as recorded in Plat Book 4 at Page 17 of the Public Records of Hendry County, Florida, and also in Port LaBelle Unit 11 as recorded in Plat Book 4 at Page 29 of the Public Records of Hendry County, Florida, less and except the right-of-way for State Road 80.

Section 7: All lying West of Canal No. 3 and North of Banyan Boulevard (NE and NW Banyan Boulevard) as shown on the plat of Port LaBelle Unit 13 as recorded in Plat Book 4 at Page 55 of the Public Records of Hendry County, Florida, and also shown on the said plat of Port LaBelle Unit 11. Subject to a flowage easement for the lands in said Port LaBelle Unit 10, and also in said Port LaBelle Unit 11.

Section 18: ALL, lying South of the Plat boundary line of Port LaBelle Unit 12 as recorded in Plat Book 4 at Page 42 of the Public Records of Hendry County, Florida.

Section 19: ALL, lying South of the Plat boundary line of Port LaBelle Unit 12 as recorded in Plat Book 4 at Page 42 of the Public Records of Hendry County, Florida.

Section 20: ALL.

Section 29: ALL.

Section 30: ALL.

Section 31: ALL.

Section 32: ALL.

Said lands situate, lying and being in Glades and Hendry Counties, Florida.

All of the above subject to easements for existing Canals No. 1 through No. 4, and also subject to eight United States Corps of Engineers (USCOE) spoil easements lying southerly of the

Caloosahatchee R[illegible], and also subject to [illegible]y other existing Rights-of-Way, easements, restrictions and/or reservations of record.

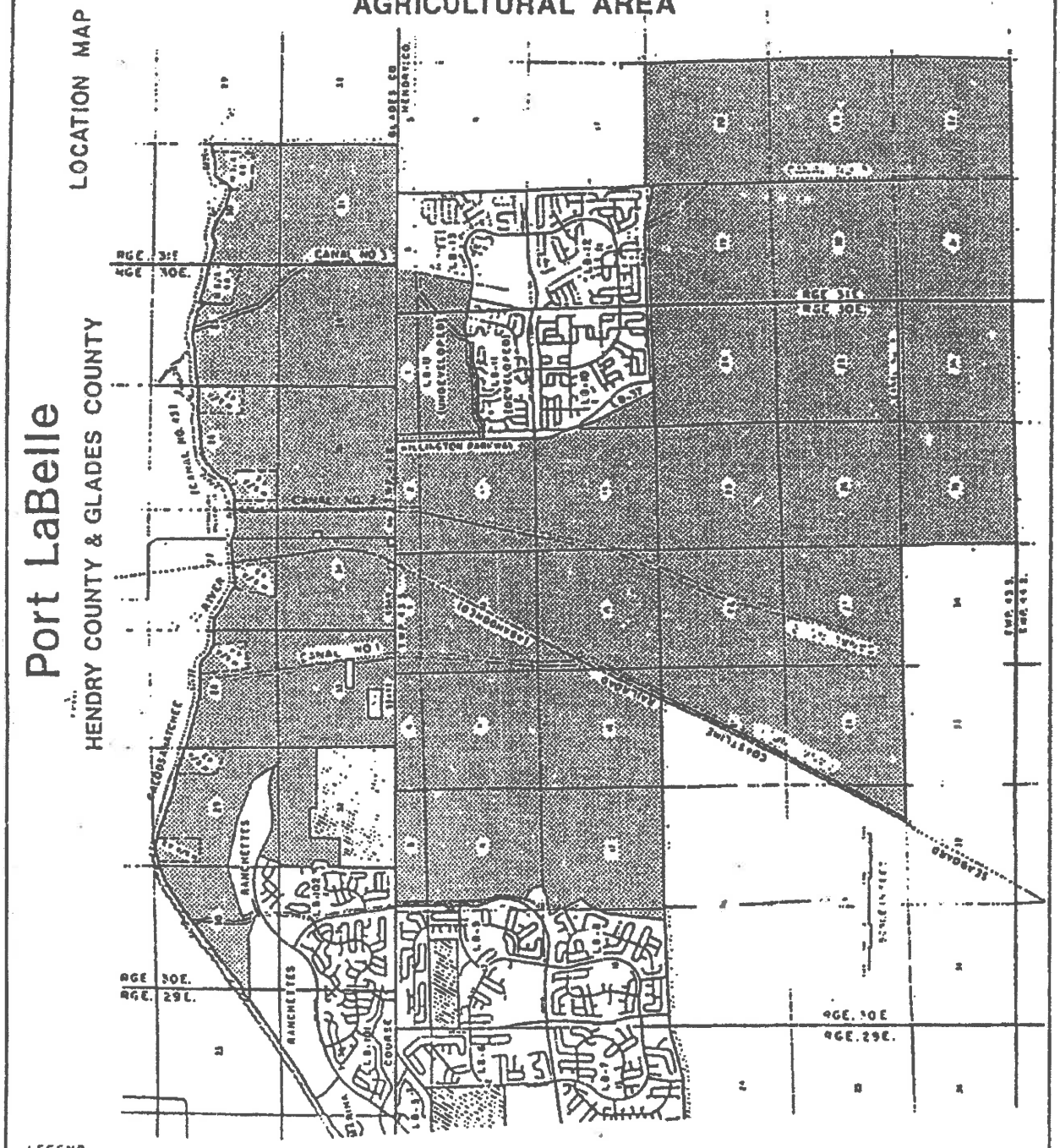
OFF REC 0527 PAGE 0728

ATLANTIC GULF COMMUNITIES

2601 SOUTH BAYSHORE DRIVE, MIAMI, FLORIDA 33133

OFF REC 0523 PAGE 1168

PORT LABELLE AGRICULTURAL AREA



LEGEND:

MS/A INDICATES SOIL EASEMENT (USCOE)

LB-AGRIC.LEG 10/5/93

Sheet 8 of 8

OFF REC 0534 PAGE 0058

GRANT OF PUBLIC RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation authorized to transact business in the State of Florida, hereinafter referred to as "Grantor", in consideration of ten dollars ($10.00) paid by Hendry County, Florida, a political subdivision of the State of Florida, hereafter referred to as "Grantee", the receipt of which is hereby acknowledged, and other good and valuable consideration, has granted, bargained, sold, conveyed and by these presents does grant, bargain, sell and convey to Grantee, and to its successors and assigns, a perpetual public right-of-way easement for the purpose of constructing, using and maintaining a public right-of-way over and across Grantor's lands more particularly described and depicted in Exhibit "A", attached hereto and made a part hereof.

DOCUMENTARY STAMP TAX PAID $ ___ CLERK CIRCUIT COURT, HENDRY COUNTY, FLA. BY: ___ D.C. DATE: 9/7/96

This Easement is made expressly subject to the following:

1. Any right-of-way improvements placed by Grantee within the Exhibit "A" lands shall be permitted and constructed at the sole cost and expense of Grantee.

2. Any rights of adjacent property owners to install stormwater control improvements pursuant to valid permits.

3. This right-of-way easement shall automatically terminate and revert to Grantor if Grantee has not constructed substantial right-of-way improvements on the Exhibit "A" lands within thirty (30) years from the date of full execution of this right-of-way easement.

This Instrument is delivered in compliance with Hendry County Resolution No. 94-98, dated May 24, 1994, which amends the Master and Incremental Development Orders for the Portion of the Port LaBelle DRI located within Hendry County.

IN WITNESS WHEREOF, the parties have caused these presents to be signed this 13th day of December, 1995.

ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation authorized to do business in the State of Florida,

CORPORATE SEAL

By: _____

Title: Vice President

STATE OF Florida
COUNTY OF Dade

I HEREBY CERTIFY that on this 13th day of December, 1995, before me, personally appeared Phillip Hanley, as Vice President of ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation, who is personally known to me or who produced _____ as identification and who did/did not take an oath.

"OFFICIAL NOTARY SEAL" HANNAH L. WILSON COMMISSION NUMBER CC-371107 MY COMMISSION EXP. DEC. 8,1998

_____
NOTARY PUBLIC

ATTEST:

CLERK OF THE CIRCUIT COURT
AND EX-OFFICIAL CLERK TO THE
BOARD OF COUNTY COMMISSIONERS By: _____

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF HENDRY COUNTY, FLORIDA

_____
Chairman

96 022281

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of September, 1995, by _____ and _____, as Chairman and Clerk, respectively of BOARD OF COUNTY COMMISSIONERS OF HENDRY COUNTY, FLORIDA, on behalf of said board, and who are personally known or produced _____ as identification and who did/did not take an oath.

_____
NOTARY PUBLIC

C:\WPDOCS\DOCS\AGC-HEND.UE
THIS INSTRUMENT PREPARED BY Michael R. McKinley, Esquire, Batsel, McKinley, Ittersagen, Gundersen & Berntsson, P.A. 18401 Murdock Circle, Port Charlotte, Florida 33948

EXHIBIT "A"

OFF REC 0534 PAGE 0059

DESCRIPTION OF NEW LOCATION OF HELMS ROAD

A parcel of land lying in Sections 13, 14, 15, 16, 17 and 18, Township 43 South, Range 30 East, Hendry County, Florida, being described as follows:

From the Southeast corner of Section 18, Township 43 South, Range 30 East, run S89°39'18"W, along the South line of Section 18, a distance of 573.81 feet; thence N00°20'42"W, 40.00 feet to the Point of Beginning of the herein described parcel, said point being the centerline of an 80-foot wide roadway lying 40 feet on each side of this following described centerline; thence N89°39'18"E, 573.81 feet; thence N89°39'30"E parallel to and 40 feet north of the south line of Section 17, a distance of 5,333.43 feet; thence N89°09'19"E parallel to and 40 feet north of the south line of Section 16, a distance of 2,939.93 feet to a Point of Curve, concave to the northwest, having a radius of 1,650.00 feet; thence northeasterly along the arc of said curve through a central angle of 62°28'20" a distance of 1,799.07 feet; thence N26°40'59"E, 1,053.63 feet, to point of Curve concave to the southeast, having a radius of 1,650.00 feet; thence easterly along the arc of said curve through a central angle of 61°57'00" a distance of 1,784.03 feet; thence N88°37'59"E, 4,261.28 feet, thence N88°32'46"E, 5,334.48 feet, thence N89°32'14" E, 422.27 feet to the Point of Terminus.

69.00 Rec

(8)

This instrument prepared by or under the supervision of
Name: Marina Kievsky, Esq.
Address: Greenberg, Traurig, Hoffman, Lipoff,
Rosen & Quentel, P.A.
1221 Brickell Avenue
Miami, Florida 33131-3261

FL 9702862 B 549 P 1167
CO:HENDRY ST:FL

CHRISTINE PRATT CLERK
CO:HENDRY ST:FL

FILED AND RECORDED
DATE 03/28/97 TIME 12:18

WC/44

(Space reserved for Clerk of Court)

ACCESS AND CROSSING EASEMENT AGREEMENT

THIS ACCESS AND CROSSING EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the 25th day of March, 1997, by and between ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation authorized to transact business in Florida whose address is 2601 South Bayshore Drive, Miami, Florida 33133 ("Grantor"), and PREMIERE PARTNERS III LIMITED PARTNERSHIP, an Illinois limited partnership authorized to do business in Florida whose address is 2407 S. Neil, P.O. Box 3009, Champaign, Illinois 61826-3009 ("Grantee").

RECITALS:

A. Grantor has of even date herewith conveyed to Grantee those certain parcels of real property located in Hendry County, Florida, commonly known as "Basin 9", "Basin 13" and "Basin 19" and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference thereto (the "Benefitted Parcels");

B. Grantor has retained title to: (i) a strip of land located along the easterly boundary of Canal C-2 and adjacent to the western boundary of Basin 9 and Basin 13; (ii) a strip of land located along the northern boundary of the proposed 72 foot wide irrigation canal and adjacent to the southerly boundary of Basin 13 and 19; and, (iii) a strip of land located along the western boundary of the Canal C-3 and adjacent to the easterly boundary of Basin 19, collectively more particularly described in **Exhibit "B"** attached hereto and incorporated herein (the "Access Lands").

C. Grantor has retained title to all canals in and surrounding Basins 13, 19 and 9, including the following three canals: (i) a 120 foot wide irrigation canal running adjacent to the northerly boundary of Basin 13; (the "120 Foot Canal"), and (ii) a 115 foot wide irrigation canal which commences at the South boundary of Basin 13 and intersects Basin 13 and merges into the 200 Foot Canal (as defined below) (the "Basin 13 Canal"); and (iii) a 200 foot wide irrigation canal located between Wellington Parkway and the eastern boundary of Basin 9 running north

from the northern boundary of Basin 13 to the northern boundary of Basin 9 (the "200 Foot Canal"), (being herein referred to collectively as the "Canals").

D. Grantee desires to obtain, and Grantor desires to grant and create, on the terms and conditions hereinafter set forth, non-exclusive 40 foot wide access easements over and across the Access Lands, each of said easements being in favor of and appurtenant to the Benefitted Parcels.

E. Grantee desires to obtain, and Grantor desires to grant and create, on the terms and conditions hereinafter set forth, easements over and across those portions of the Canals more particularly described on composite **Exhibit "C"** attached hereto and incorporated herein by this reference (the "Crossing Easement Areas"), each of said easements being in favor of and appurtenant to the Benefitted Parcels.

NOW, THEREFORE, in consideration of the premises, agreements and covenants set forth hereinafter, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein as if repeated at length.

2. Grant of Access Easement. Grantor hereby grants to Grantee a non-exclusive access easement in favor of Grantee, its successors, contractors, subcontractors, agents, invitees, lessees and assigns, for access purposes over, under, upon, through and within the Access Easement Areas for pedestrian and vehicular ingress and egress to and from the Benefitted Parcels (the "Access Easement").

3. Grant of Crossing Easements. Grantor hereby grants to Grantee a non-exclusive easement (the "Crossing Easement") in favor of Grantee, its successors, contractors, subcontractors, agents, invitees, lessees and assigns over and across the Crossing Easement Areas for (i) pedestrian and vehicular ingress and egress to and from the Benefitted Parcels and (ii) the construction, use and maintenance of culverts and/or bridges over and across the Crossing Easement Areas (the "Permitted Crossing Improvements") provided, however, Grantee's rights to construct Permitted Crossing improvements is subject to Grantee obtaining the approval of BWCD and all necessary governmental approvals and otherwise complying with the terms and provisions of paragraphs 8 and 9 below. Grantee shall have the right, at Grantee's sole expense, to relocate the Crossing Easement and/or to obtain additional Crossing Easement Areas from time to time for pedestrian and vehicular ingress and egress to and from the Benefitted Property, subject to the following: (i) Grantee obtaining Grantor's prior written approval, such approval not to be unreasonably withheld; and (ii) Grantee obtaining all necessary governmental approvals and otherwise complying with the terms and provisions of paragraphs 8, 9 and 10 below.

4. Term of the Easements/Appurtenant to the Benefitted Parcels. The Access Easement and the Crossing Easement, (collectively, the "Easements") shall commence on the date

hereof and shall be for a perpetual term, unless terminated in the manner provided in Sections 5, 6 and 13 hereof. The Easements are appurtenant to the Benefitted Parcels.

5. Conveyance to Barron Water Control District. Grantor and Grantee acknowledge and agree that the BWCD (as hereinafter defined) is constructing or providing for the construction of certain of the primary facilities for consumption and drainage for the benefit of the Benefitted Parcels. Within a reasonable time after completion of the construction of the primary facilities and the approval of the constructed facilities by the BWCD engineer, Grantor will convey to the Barron Water Control District ("BWCD") title to the Canals and to all irrigation and drainage facilities related thereto. Grantee agrees that upon Grantor's conveyance of said Canals and facilities (or the completed portions thereof) to BWCD, Grantee will execute and record an instrument terminating the Crossing Easement (or partially terminating the Crossing Easement as to the portions of the Canals and facilities transferred to BWCD) provided BWCD is obligated to maintain said Canals (or portions thereof transferred to BWCD) and all irrigation and drainage facilities related thereto (except for any secondary facilities constructed by Grantee, which shall be maintained by Grantee) and provided further BWCD grants to Grantee the rights and benefits as to the Canals and Crossing Easement Areas on terms and conditions identical to those set forth herein, in recordable form.

6. Termination of Access Easement. The Access Easement shall automatically terminate and be of no further force or effect upon: (i) the completion of the primary infrastructure under the Barron Water Control District Plan of Water Management and the conveyance of same by Grantor to BWCD; and (ii) the BWCD providing to Grantee permanent identical access rights (or alternative access reasonably acceptable to Grantee).

7. Maintenance. Until such time as the Canals, the Crossing Easement Areas and all primary facilities constructed thereon have been conveyed to BWCD and BWCD has accepted the maintenance responsibilities for same and except for any maintenance obligations previously assumed by BWCD, Grantee shall at all times maintain the Crossing Easement Areas and/or facilities hereunder (including any and all improvements which may be constructed thereon by Grantee from time to time) in reasonably good condition and in such a way so that such easement areas and facilities will remain in a condition enabling such easement areas and facilities constructed by Grantee to properly function for their intended uses and purposes hereunder. The foregoing maintenance obligations of Grantee relate solely to Grantees use of the Canal Easement Areas and shall not be deemed a general maintenance obligation. In the event that Grantee fails to maintain the easement areas and facilities in the condition described in this Section 7, then the fee owners from time to time of the Canals (the "Curing Party") may give notice of default to such defaulting party (the "Defaulting Party"), and the Defaulting Party shall have thirty (30) days following the date of receipt of such notice to restore the easement areas and facilities to the required condition, or in the event the restoration cannot be completed within such thirty (30) day period, to commence restoration and diligently pursue same to completion. In the event that the Defaulting Party fails to restore or commence restoration and diligently pursue same within such thirty (30) day period, then the Curing Party may restore the easement areas to their required condition and thereafter, the Defaulting Party shall pay the Curing Party for the reasonable costs of such restoration within thirty (30) days following receipt by the Defaulting Party of a

reasonably documented invoice for same. Grantee acknowledges and agrees that Grantor shall have no maintenance obligations whatsoever with respect to the Access Easements Areas and the Crossing Easement Areas.

8. Compliance With Laws, Permits and Approvals. Grantor, as to the Canals, the easement areas and its obligations and activities pertaining thereto, and Grantee, as to Grantee's exercise of its rights and performance of its obligations hereunder shall, at all times, observe all applicable municipal, county, state and federal laws, ordinances, codes, statutes, rules and regulations and all governmental and water or drainage district permits and approvals needed for the parties hereto to fully exercise the rights and benefits hereunder and to discharge their obligations hereunder (including keeping such permits and approvals in good standing and in full force and effect). Grantee acknowledges and agrees that Grantee shall obtain all necessary governmental and other approvals required to construct the Permitted Crossing Improvements and any other improvements permitted hereunder, and Grantee further acknowledges and agrees to construct the Permitted Crossing Improvements and any other improvements permitted hereunder strictly in accordance with such approvals.

9. Mechanics' Liens. Grantee shall keep the Canals, Benefitted Parcels, the Access Easement Areas, and the Crossing Easement Areas (and all portions thereof), at all times free of mechanics' liens and any other liens for labor, services, supplies, equipment or materials purchased or procured, directly or indirectly, by or for Grantee (or any entity related or affiliated with the Grantee). Grantee agrees that it will promptly pay and satisfy all liens of contractors, subcontractors, mechanics, laborers, materialmen and others of like character, and will indemnify the Grantor against all liabilities, expenses, costs and charges, including, without limitation, bond payments for release of liens and attorneys, fees and costs reasonably incurred in and about the defense of any suit in discharging said areas (or any portion thereof) from any liens, judgments or encumbrances, caused or suffered by or through the Grantee. In the event any such liens shall be made or filed, the Grantee shall bond against or discharge same within thirty (30) days after receiving written notice of the filing of same. Grantee shall not have any authority to create any liens for labor or material on land not owned by Grantee and all persons contracting with Grantee for the performance of any services, supply of any materials or provision of any labor for any work done in, on or around any such land not owned by Grantee, and all materialmen, contractors, suppliers, mechanics and laborers are hereby charged with notice that they must look solely to Grantee to secure payment for work done or material furnished at the request or instruction of Grantee.

10. Insurance. Grantee shall maintain, at Grantee's sole expense, throughout the term of this Agreement, (i) comprehensive general liability insurance policy or policies with combined limits of not less than $5,000,000.00, under which policies Grantor (and its successors and assigns), and any holder of a mortgage on the easement areas making a written request to Grantee to be so named, shall be additional named insureds and be entitled to thirty (30) days written notice of any cancellation or modification of said policies. The insurance policies shall provide that they are primary in coverage, regardless of whether or not Grantor has other collectible insurance. A certificate or duplicate policy(ies) showing such policy(ies) in force shall be delivered to Grantor and updated or renewed certificates or policies shall be delivered to the

Grantor throughout the term of this Agreement. Such policies may be umbrella policies, provided that at all times at least $5,000,000 of liability coverage is afforded to the easement areas.

11. Miscellaneous.

(a) Enforcement. The provisions of this Agreement may be enforced by all appropriate actions at law and in equity by the respective fee owners from time to time of the Benefitted Parcels, the Access Lands, and the Canals, with the prevailing party in any such action entitled to reimbursement of reasonable attorneys' fees and costs incurred at trial and all appellate levels.

(b) Counterparts. This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument.

(c) Construction. The section headings contained in this Agreement are for reference purposes only and shall not effect the meaning or interpretation hereof. All of the parties to this Agreement have participated fully in the negotiation of this Agreement and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

(d) Notices. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows (or to such other address as either party shall hereafter specify to the other in writing).

If to Grantor:

Atlantic Gulf Communities Corporation
2601 South Bayshore Drive
Miami, Florida 33133
Attn: Ralph Cain, III, Vice President

With a copy to:

Atlantic Gulf Communities Corporation
2601 South Bayshore Drive
Miami, Florida 33133
Attn: Joel K. Goldman, Vice President
and Assistant General Counsel

FL 9805839 B 569 P 620
CO:HENDRY ST:FL

(113 pgs)

RESOLUTION NO. 98-2

BARRON WATER CONTROL DISTRICT

WHEREAS, the Barron Water Control District (BWCD), as a Chapter 298 District, is statutorily responsible for bringing about a reclamation of lands in BWCD; and

WHEREAS, reclamation means putting the land into actual beneficial and productive use in a manner consistent with the best interests of the citizens and landowners of BWCD and the counties and region in which BWCD is located; and

WHEREAS, the real estate market place has made it clear that the cost of providing irrigation to basins 1, 4, 5, 6, 7, 10 and 21 (Basins) would result in pricing the Basins out of the market and therefore would prevent reclamation of the Basins; and

WHEREAS, therefore, Atlantic Gulf Communities (AGC) the owner of the Basins, requested BWCD to amend its Water Control Plan (Plan), to eliminate the construction of irrigation facilities for the benefit of the Basins and to eliminate levies of non-ad valorem assessments on the Basins for irrigation; and

WHEREAS, at its regularly scheduled meeting of September 17, 1997, the Board of Supervisors of BWCD considered this request by AGC; and

WHEREAS, because the proposed amendment appeared to benefit and serve the interests the BWCD is charged with promoting the Board directed staff to proceed pursuant to Section 298.301, Florida Statutes, and provide all necessary public notices and initiate the preparation of the proposed draft Plan amendment; and

WHEREAS, notification as required by law has been provided to all affected landowners, the jurisdictional water management district, South Florida Water Management District (SFWMD), Hendry County and Glades County; and

CHRISTINE PRATT CLERK
CO:HENDRY ST:FL
FILED AND RECORDED
DATE 06/05/98 TIME 14:23

WHEREAS, the BWCD staff has prepared the draft Plan amendment; and

WHEREAS, the BWCD Board held a public hearing at its regularly scheduled meeting of October 29, 1997 and received written and oral testimony and comment on the proposed draft Plan amendment; and

WHEREAS, at the conclusion of the October 29, 1997 meeting, the BWCD Board tentatively approved the draft Plan amendment and directed the District Engineer, with the assistance of staff, to prepare and file an Engineer's Report on the amendment, submit the Plan to SFWMD for review and schedule a public hearing at a regularly scheduled meeting of the BWCD pursuant to Sections 298.225 and 298.301, Florida Statutes; and

WHEREAS, the Engineer's Report was filed November 3 and the Engineer's Report and draft Plan amendment were submitted to SFWMD; and

WHEREAS, all notices required by law to be given to landowners and affected parties announcing a final hearing on this matter for December 15, 1997 were published; and

WHEREAS, the BWCD Board has reviewed the Engineer's Report, taken public testimony and received and considered written comments concerning the proposed Plan amendment and the Engineer's Report at this final hearing held December 15, 1997.

WHEREAS, to date only a small amount (approximately $75,000) has been spent on irrigation construction that would not have been needed or built if the Basins had not been scheduled for irrigation under the Plan;

WHEREAS, this $75,000 expenditure is de minimis, it, therefore, provides no reason to reject this amendment or to levy the $75,000 on the Basins;

WHEREAS, all the other agricultural basins have been benefited and have needed all the irrigation work which has been done; and

WHEREAS, because of that benefit and need, none of the other agricultural basins, have or will have any basis upon which to seek a reduction of the non-ad valorem assessments currently levied on them for capital costs of irrigation construction;

NOW, THEREFORE, the Board of Supervisors of BWCD hereby resolves:

1. Pursuant to Section 298.301(8), Florida Statutes, the estimated costs of the proposed Plan amendment are less than benefits assessed against District lands.

2. The recommendations of the SFWMD will be considered and included in the Plan amendment to the extent practicable.

3. The proposed Plan amendment and Engineer's Report as submitted are hereby approved.

4. Staff is directed to file said Plan amendment and Engineer's Report with SFWMD, Hendry County and Glades County.

5. This amendment is based on a factual conclusion by the Board of BWCD, that except for the Basins, none of the other agricultural basins have or will have any basis upon which to seek a reduction of the non-ad valorem assessments currently levied on them for capital costs of irrigation construction.

DONE AND ORDERED this 15th day of December, 1997.

Board of Supervisors
Barron Water Control District

James D Coddington

JAMES D. CODDINGTON
Chairman

ATTEST:

June Shivers

June Shivers, Secretary

FL 9805839 B 569 P 623
CO:HENDRY ST:FL

Engineering Report

Amended Water Control Plan

For

Barron Water Control District

Hendry and Glades Counties

December, 1997

Prepared by:

Johnson-Prewitt & Associates, Inc.

Engineers - Planners - Surveyors

850 W. Ventura Avenue

P. O. Box 1029

Clewiston, Florida 33440

FL 9805839 B 569 P 624
CO:HENDRY ST:FL

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INTRODUCTION

FL 9805839 B 569 P 625
CO:HENDRY ST:FL

In June 1975. Gee & Jensen Consulting Engineers, Inc. prepared a Plan of Water Management for the Barron Water Management District. This Plan of Water Management was adopted by the Board of Supervisors.

The 1975 plan was prepared for "The purpose of the Plan of Water Management is to provide a system of canals, water storage areas, swales and water control structures to provide adequate drainage and water storage in the District for Urban and Recreational Development". The 1975 plan further stated "The Water Management Plan also provides for irrigation water to be withdrawn from the Caloosahatchee Canal above the Ortona Lock by means of pump stations located along Canal No. 3 only."

Soon after the adoption of the plan work commenced to provide facilities needed for urban development. In addition the major landowner, General Development Corporation began to develop building sites. As a result a considerable portion of the District was "Platted".

In 1993 the major landowner of the undeveloped lands made the decision that the undeveloped lands would remain in agriculture and not be developed as intended in 1975. The major landowner, Atlantic Gulf Communities Corporation, presented plans to Barron Water Control District (Barron) for development of agricultural uses within its remaining undeveloped lands within the District. Uses were to include agricultural row crops, and citrus groves.

The property affected by the proposal presented by Atlantic Gulf constituted approximately 22,000 acres in a single contiguous block more or less within the center of the Barron Water Control District. The plan of reclamation and water management for Barron was not sufficient to accommodate both flood control and irrigation requirements necessitated by the Atlantic Gulf proposal. Under Chapter 298, Florida Statutes, the Board of Supervisors of a water control district is authorized to amend the plan of reclamation and institute the process for reassessment of benefits and damages before the circuit court whenever the existing plan is deemed inadequate This revised plan was made to facilitate the changes in land use proposed by Atlantic Gulf and upgrade the District plan so that it may efficiently accommodate both Atlantic Gulf and adjacent outside users of District water resources

Since 1993 some land within the 22,000 acres has been developed Some land remains in traditional cattle pastures. The major landowner; Atlantic Gulf Communities corporation, has requested that the amended plan which was adopted and approved by the circuit court in January, 1994 be further amended. The 1997 Florida Legislature made major changes to the Florida Statutes 298 This report attempts to satisfy the revised law and the request by Atlantic Gulf Communities Corporation.

THE EXISTING PLAN (1975)

The 1975 plan remains valid for the "developed" portion of the District and remains in effect, except as amended herein. This revised plan does not address nor is it intended to make any changes in the residential portion of the District. Property within the District which has been sold or dedicated by Atlantic Gulf and is owned by third parties within the residential district will not be affected by the proposed amendment to the District plan of reclamation and water management. The water management plan will remain the same with respect to these properties. No assessments of benefits and damages will be required and no levy of assessments other than continuing maintenance assessments authorized by the existing plan will be levied against such properties.

The 1975 plan is made a part of this revision, but is included by reference only. It should be noted that the developed portion of the District includes numerous "greenbelts" that are generally used for District drainage purposes. However, the 1975 plan makes no provision for an exemption from District assessments, for greenbelt areas maintained by the Port LaBelle Community Development District (CDD) or property owners associations (POAs) that serve the developed areas. These greenbelt areas are maintained as passive green space by the CDD and the POAs for water control.

This writer agrees with the climatology, rainfall, topography and soils statements made in the 1975 plan, therefore this report does not repeat this information.

Within the residential areas the developer, General Development Corporation, designed and built roads, swales, ditches, canals, culverts, and water control structures. The drainage facilities are mostly within "greenbelts". Where swales connect to roads culverts are provided All drainage facilities within the residential or urban areas are considered "works of the district". The swales and other drainage facilities are shown on Plates VIII and IX

An agreement recorded in the Hendry County Official Records 541, pages 1636 thru 1662 discusses easements and responsibilities of Barron Water Control District. This document is attached as Appendix B.

THE EXISTING PLAN (1994)

The 1994 plan made changes from the 1975 plan on approximately 22,000 acres. These lands are referred to as the Port LaBelle Agricultural Area (PLAA) These lands were divided into 23 basins. A development plan for each basin was made and permits for construction and operation were issued. This plan also provided primary drainage and irrigation facilities such that each basin had equal drainage and irrigation benefits.

Basins 2, 3, 22, 9, 13 and 19 have been developed in accordance with the 1994 plan. Nothing in this 1997 Amended Water Control Plan is intended to change the primary system serving these basins

The 1994 plan identified primary and secondary facilities. The primary system consisted of the major drainage facilities that serve all 23 basins and off-site users, and the major irrigation facilities needed to serve all 23 basins and the improvements along Canal No. 3 needed to serve the off-site users.

The secondary facilities were those that are to be constructed within each basin's boundaries.

It was contemplated in 1994 that either Barron or the basin landowner could construct the secondary facilities at the landowner's option For Basins 2, 3, 22, 9, 13 and 19 the landowners constructed the secondary facilities and they will operate and maintain these facilities This has worked well and it is suggested that the secondary facilities be omitted as a part of the Barron Works This report assumes this direction and no further mention will be made of the secondary facilities

THE AMENDED PLAN

This Water Control Plan makes changes affecting Basins 1, 4, 5, 6, 7, 8, 10, 11, 12, 14,15, 16, 17, 18, 20 and 21.

At the request of Atlantic Gulf Communities Corporation there are major changes being made that affect Basins 1, 4, 5, 6, 7, 10 and 21. Under this plan no additional facilities will be constructed to furnish irrigation water to these basins. In addition the drainage "level of service" will be lowered from 1.25 inches of removal to 0.5 inches of removal per 24 hours in Basins 1, 4, 5, 7 and 21 Basins 6 and 10 will still receive 1.25 inches of removal level of service, however approximately 50% of the drainage runoff is directed Westerly into existing facilities other than Canal No. 1.

The primary facilities to provide irrigation water to Basins 8, 11, 12, 14, 15, 16, 17, 18 and 20 have been revised.

DESIGN CRITERIA

Drainage. All waters drain to the Caloosahatchee Canal (C-43). The U.S. Corps of Engineers used a design which approximates 1.25 inches of runoff per 24 hours. This approximates 34 cubic feet per second per 640 acres of land. As a result of this the SFWMD has used the above criteria to establish the "allowable discharge". Each of the individual 23 basins were designed so that the allowable discharge will not be exceeded for the 25-year, 3-day storm event. This amended plan reduces the allowable discharge for Basins 1, 4, 5, 7 and 21 to approximately 13.5 CSM.

This designed outfall flow from each basin combined with the defined offsite flow must be used in designing the primary system. These flows are shown on Plate IV.

Irrigation. The SFWMD has established certain allocations for different land uses. These allocations are cited in the water use permit. These flows and those defined for the offsite users are the flows to be used in design.

For open channel flow Manning's formula should be used

$$V = \frac{1.486\ R^{2/3}\ S^{1/2}}{N} \quad \text{where}$$

V = Velocity
R = Hydraulic radius
S = Slope
N = Roughness factor

A roughness factor of 0.025 to 0.03 should be used. The velocity should be designed for a maximum 2.0 feet per second. Side slopes should be no steeper than 1.0 (horizontal) to 1.0 (vertical).

The district presently maintains existing waterways by using an aquatic vegetation harvester. This device removes and loads the vegetation onto a "barge". This loaded material must then be unloaded on the canal banks or slopes above water level. A canal side slope no steeper than 4 horizontal to 1 vertical is needed for unloading. The design must include a boat ramp on each accessible reach of canal and also include unloading areas at intervals not to exceed 0.5 mile intervals.

Certain facilities have been designed and are represented in tabular form in Appendix A.

ANALYSIS OF OFF-SITE DRAINAGE FLOW

The 1994 plan discusses these flows.

FL 9805839 B 569 P 630
CO:HENDRY ST:FL

Since 1994 the South Florida Water Management District (SFWMD) has purchased considerable acreage of the lands contributing to the off-site flows of canals 1 and 2. As a result of this purchase, the boundaries of Devil's Garden Water Control District have been revised. Discussions with SFWMD personnel have indicated that little or no flow will be contributed to Canal No 1. This purchase and revised boundary has no effect on the flow being contributed to Canal No. 2 at this time.

A flow of 10 cubic feet per second has been assigned to Canal No. 1 at the Sears Road structure. This results in a reduction of approximately 81 cubic feet per second.

Canal No. 1 thru the Barron Water Control District has been redesigned to reflect this reduction.

Off-site drainage flows to Canals 2 and 3 remain unchanged from the 1994 plan.

WATER CONTROL STRUCTURES

The 1994 plan discussed water control structures. This water control plan makes no changes from the 1994 plan.

DISCUSSION ON IRRIGATION

The 1994 plan recognized certain improvements needed to serve off-site users All of these facilities are now constructed WCS-31 was completely removed.

All facilities needed to serve Basins 2, 3, 22, 9, 13, 19 and 23 have been constructed. A gated structure has been installed to provide irrigation water to Basin 20 from Canal No 3 A culvert has been installed to serve Basins 1 and 21, which may serve as an outlet structure for drainage of these basins to Canal No. 3.

The remaining conveyance system needed to serve Basins 8, 11, 12, 14, 15, 16, 17 and 18 must still be constructed. It is possible that Basins 14 and 18 can be supplied from the existing construction.

At the primary and secondary pumping stations, one pump has been installed at each station. Additional pumping capacity is needed in order to serve all irrigation needs upon completion of the planned development. At these stations we have:

Primary Station (No. 1)

Existing - 75.000 gpm pump with electric motor
Proposed - 45.000 gpm pump with diesel motor

Secondary Station (No. 2)

Existing - 52.500 gpm pump with electric motor
Proposed - 52.500 gpm pump with diesel motor

DISCUSSION ON PRIORITY

The 1994 plan contained a discussion on priority. Several of these items have been accomplished.

Basin 9 and 13 were designed to discharge to Canal No 2. An analysis was made and these discharges were allowed without any improvement to Canal No. 2. Accordingly, before any additional discharges are made to Canal No. 2, Canal No. 2 must be improved to the design depth and width from that discharge point to C-43. Therefore the improvement of Canal No. 2 is a high priority.

No further improvement of the primary system is needed to serve Basin 20 or Basin 23. Basin 14 and Basin 18 can be served irrigation water with little improvement.

Development of other basins will require considerable improvements and these should not be made until the need arises.

COST ESTIMATE

WORK REMAINING - DRAINAGE - PRIMARY SYSTEM

1.	Canal Excavation (1 & 2)	$1,275,480.00
2.	Water Control Structures	$90,000.00
3.	Unloading Ramps	$25,000.00
*4.	Lateral Canals	$42,378.00
*5.	Culverts Structures For Laterals	$28,600.00
5.	Spoil	$215,000.00
		$1,676,458.00
	Contingency 5%	$84,000.00
	Engineering & Surveying	$100,000.00
		$1,860,458.00
	Interest during Construction 8.3% on 50% for 1 year	$72,209.00
		$1,932,667.00

COST ESTIMATE

WORK REMAINING - IRRIGATION - PRIMARY SYSTEM

1.	Clearing and Grubbing	$12,600.00
2.	Canal Excavation	$255,386.00
3	Spoil Shaping	$42,565.00
4.	Culverts, Risers, Etc.	$57,500.00
5.	End Treatments	$16,000.00
6	Seeding	$68,000.00
7	Pump Station No. 1 (45,000 gpm)	$85,000 00
8.	Pump Station No. 2 (52,500 gpm)	$90,000 00
		$627,051.00
	Contingency 5%	$31,353.00
	Engineering & Surveying	$35,000.00
		$693,404.00
	Interest during Construction 8.3% on 50% for 8 months	$20,000.00
		$713,404.00

ANALYSIS OF COSTS AND BENEFITS

A Work Remaining - Drainage

All work identified in the 1975 and 1994 plans relative to Canals 1 and 2 must be made. Conveyance canals with structures must be provided for Basins 11, 15, 16 and 17. The design for Canals 1 and 2 include improvements for off-site flows. All lands within the PLAA should contribute towards the cost of handling these off-site flows. Basins 4, 5, 7, 1 and 21 will receive a lesser level of service and therefore should contribute less than those that receive a higher level of service. Basins 6 and 10 will contribute approximately 50% of their flow to Canal No. 1.

The total estimated cost for the drainage improvements is $1,932,667.00. Of this 96.33 percent is relative to Canals 1 and 2 or $1,861,738.00. Since the off-site flow contributes approximately 50% of the total flows, 50% or $930,869.00 should be assessed to all PLAA lands.

$930,869.00 divided by 21,317 acres = $43.67 per acre

The higher level of service land should contribute the cost of the conveyance canals and structures or 3.67 percent of the total $1,932,667.00 x .0367 = $70,929.00

$70,929.00 divided by 14,344 = $4.95.

Comparing the levels of service we have a removal rate ratio of:

0.5 inches per day to 1.25 inches per day
0.5 divided by 1.25 = 0.4

Of the remaining 50% of the $1,861,738.00, using the above ratio, we have

Acreage of higher level of service = 14,344 Acres
Acreage of the lower level of service = 6,972 Acres

14,344 (x) - 0.4 (x) 6,972 = $930,869.00
From which x = $54.33
0.4 (x) = 21.73

In other words the district lands receiving the higher level of service should contribute $54.33 plus $4.95 plus $43.67 or $102.95 per acre. The lesser level of service district lands would contribute $21.73 plus $43.67 or $65.40.

B. Work Remaining - Irrigation.

As already discussed conveyance canals with structures is still needed in order to serve Basins 8, 11, 12, 15, 16 and 17. Additional pumping capacity will have to be added at the two (2) irrigation pumping stations serving the PLAA. No facilities will be provided for Basins 4, 5, 6, 7, 10, 1 and 21.

The cost of the remaining facilities should be shared equally by all basins except Basins 4, 5, 6, 7, 10, 1 and 21.

$713,404.00 divided by 14,344 = $49.74 per acre.

C. Work Already Accomplished - Irrigation.

The work already accomplished was paid for by the proceeds of bonds which were issued in 1995 and 1997.

The 1995 construction cost was $1,352,702.51 plus interest during construction of $50,800 or a total of $1,403,502.51.

The 1997 construction cost is $1,740,805.00 plus an estimated interest during construction of $60,000 or $1,800,805 00.

The work included in the 1995 loan included all the works along Canal No. 3 needed to be able to deliver water to the South boundary at elevation 21.00', irrigation structures to serve Basins 1, 21 and 20, irrigation structure to serve the main intake channel, the removal of old structures and pumping stations and the cost of the conveyance canals serving Basins 2, 3 and 22.

All of the above cost should be assessed to all district lands except the irrigation structures and the facilities serving Basins 2, 3 and 22. This results in $900,802.00 being assessed to all 21,317 acres or $42.26 per acre.

The remaining $502,700.51 should be assessed to the district lands which is served with irrigation water.

$502,700.51 divided by 14,344 = $35.05 per acre

Summary of Irrigation Assessment

FL 9805839 B 569 P 638
CO:HENDRY ST:FL

All lands $42.26 per acre
Irrigated land $77.31 per acre

The 1997 loan should be assessed to all irrigated lands.

$1,800,805.00 divided by 14,344 = $125.54 per acre.

Summary

All district lands within irrigated area and the drainage higher level of service

Drainage	$102.95 per acre
1995 Loan	$ 77.31 per acre
1997 Loan	$125.54 per acre
Irrigation remaining	$ 49.74 per acre
	$355.54 per acre

All district lands within Basins 4, 5, 6, 7, 10, 1 and 21.

Drainage	$65.40 per acre
1995 Loan	$42.26 per acre
1997 Loan	-0-
Total	$107.66 per acre

These costs are shown in Table A.

Comparing the per acre cost to those estimated in the 1994 Plan, we have:

1994 Plan (22,000 Irrigated Acres)	- $342.91 per acre
This Plan (Irrigated Acreage)	- $355.54 per acre

It should be noted that the 1994 estimate did not include administrative, legal, engineering or surveying cost, while this plan includes engineering and surveying cost. Accounting for the engineering and surveying cost will reduce the $355.54 per acre cost to $347.77 per acre. When we add the omitted cost of previous expenses to the 1994 cost we will increase the $342.91 per acre cost to $351.63 per acre.

Notice that the total PLAA acres used in this report is 21,317 which is the actual acreage according to the survey by BSE Consultants. If we use 21,317 acres for the 1994 Plan, then the cost per acre is $353.90.

D. Benefits

The 1994 plan was evaluated by a circuit court appointed Board of Commissioners and this Board concluded that the construction of the primary drainage and irrigation systems would raise the land value by $500 00 per acre. The District Engineer believes that this was a proper evaluation at that time and submits that this amount is still valid.

Therefore the District Engineer assesses the increased value of Basins 2, 3, 22, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 23 to be $500.00 per acre

For Basins 1, 21, 4, 5, 6, 7, and 10 The District Engineer assesses an increased value of $175.00 per acre.

Table B shows an expression of these benefits.

Distribution of Cost
Primary Drainage & Irrigation System

Basin	Acres	Cost Per Acre (D)	Cost Per Acre (I)	Total Cost/AC	Total Cost
2	492.70	$102.95	$252.59	$355.54	$175,174.56
3	967.05	$102.95	$252.59	$355.54	$343,824.96
8	1,143.91	$102.95	$252.59	$355.54	$406,705.76
9	718.78	$102.95	$252.59	$355.54	$255,555.04
11	339.40	$102.95	$252.59	$355.54	$120,670.28
12	1,177.36	$102.95	$252.59	$355.54	$418,598.57
13	1,154.14	$102.95	$252.59	$355.54	$410,342.94
14	814.06	$102.95	$252.59	$355.54	$289,430.89
15	780.92	$102.95	$252.59	$355.54	$277,648.30
16	1,901.65	$102.95	$252.59	$355.54	$676,112.64
17	616.63	$102.95	$252.59	$355.54	$219,236.63
18	1,195.58	$102.95	$252.59	$355.54	$425,076.51
19	283.27	$102.95	$252.59	$355.54	$100,713.82
20	1,958.24	$102.95	$252.59	$355.54	$696,232.65
22	310.80	$102.95	$252.59	$355.54	$110,501.83
23	489.87	$102.95	$252.59	$355.54	$174,168.38
1	675.18	$65.40	$42.26	$107.66	$72,689.88
4	1,126.97	$65.40	$42.26	$107.66	$121,329.59
5	1,530.58	$65.40	$42.26	$107.66	$164,782.24
6	2,213.26	$65.40	$42.26	$107.66	$238,279.57
7	374.64	$65.40	$42.26	$107.66	$40,333.74
10	639.39	$65.40	$42.26	$107.66	$68,836.73
21	412.23	$65.40	$42.26	$107.66	$44,380.68
Total	21,316.61			Total	$5,850,626.19

(D) - Primary Drainage System
(I) - Primary Irrigation System

Table A

Owner Property	(1) Description of Property Assessed Basins	Number of Acres Assessed (AC)	Amount * Annual Assessment Assessed $/AC.	Total Assessment ($)	Number of (2) Acres to be TAken for Rights-of-Way District Works, etc.	Increased Value of Property from Improvements ($)
AGCC	1	675.18	$107.66	$72,689.88		$118,156.50
Prudential	2	492.70	$355.54	$175,174.56		$246,350.00
Prudential	3	967.05	$355.54	$343,824.96		$483,525.00
AGCC	4	1,021.21	$107.66	$109,943.47		$178,711.75
AGCC	5	1,530.58	$107.66	$164,782.24		$267,851.50
AGCC	6	2,213.26	$107.66	$238,279.57		$387,320.50
AGCC	7	374.64	$107.66	$40,333.74		$65,562.00
AGCC	8	1,143.91	$355.54	$406,705.76		$571,955.00
Premier Partners	9	718.78	$355.54	$255,555.04		$359,390.00
AGCC	10	639.39	$107.66	$68,836.73		$111,893.25
AGCC	11	339.40	$355.54	$120,670.28		$169,700.00
AGCC	12	1,177.36	$355.54	$418,598.57		$588,680.00
Premier Partners	13	1,154.14	$355.54	$410,342.94		$577,070.00
AGCC	14	814.06	$355.54	$289,430.89		$407,030.00
AGCC	15	780.92	$355.54	$277,648.30		$390,460.00
AGCC	16	1,901.65	$355.54	$676,112.64		$950,825.00
AGCC	17	616.63	$355.54	$219,236.63		$308,315.00
AGCC	18	1,195.58	$355.54	$425,076.51		$597,790.00
Premier Partners	19	283.27	$355.54	$100,713.82		$141,635.00
AGCC	20	1,958.24	$355.54	$696,232.65		$979,120.00
AGCC	21	412.23	$107.66	$44,380.68		$72,140.25
Prudential	22	310.80	$355.54	$110,501.83		$155,400.00
AGCC	23	489.87	$355.54	$174,168.38		$244,935.00
Gene Fulford	4	105.76	$107.66	$11,386.12		$18,508.00
		21,316.61		$5,850,626.19		$8,392,323.75

(1) - See attached descriptions
(2) - Rights-of-Way are to be deeded to Barron Water Contron District free of charge
AGCC - Atlantic Gulf Communities Corporation
Prudential - The Prudential Insurance Company of America
Premier Partners - Premiere Partners III Limited Partnership

* As per statute - Cost is total cost which may be divided over several years.

Table B

DESCRIPTION - BASIN 1

A parcel of land lying within Sections 25 and 36, Township 42 South, Range 30 East, and Sections 30 and 31, Township 42 South, Range 31 East, Glades County, Florida, being particularly described as follows:

Commence at the Southeast corner of said Section 31; thence N00°25'52"E, along the East line of said Section 31, 3,459.24 feet to the Northerly right-of-way line of a 72-foot Wide Irrigation Canal and the **Point of Beginning** of the following described parcel; thence S89°04'40"W, along said Northerly right-of-way line, 2,965.50 feet; thence N22°05'00"W, 392.57 feet; thence S87°56'04"W, 171.14 feet; thence S49°35'11"W, 320.71 feet; thence N89°40'48"W, 155.81 feet; thence N38°17'58"W, 321.29 feet; thence S86°20'48"W, 465.19 feet; thence S46°31'48"W, 269.60 feet; thence N88°41'56"W, along a non-radial line, 615.62 feet to the Easterly right-of-way line of Canal C-3 and to a point on a curve concave Southwesterly having a radius of 2,307.01 feet; thence run Northerly along said Easterly right-of-way line, an arc distance of 1,709.56 feet, through a central angle of 42°27'29" to the Point of Tangency thereof; thence N46°41'27"W, 1,578.38 feet; thence N20°48'31"W, 2,704.99 feet, to the Southerly right-of way line of the Caloosahatchee River (C-43) as now exists; thence Easterly along said Southerly right-of way line, the following courses and distances, N67°34'18"E, 59.30 feet; thence S76°44'44"E, 848.64 feet; thence S13°15'16"W, 40.00 feet; thence S76°44'44"E, 90.00 feet; thence N13°15'16"E, 40.00 feet; thence S76°44'44"E, 2,326.61 feet; thence S86°47'40"E, 1,670.04 feet; thence S61°54'05"E, 280.00 feet; thence N28°06'14"E, 129.94 feet; thence S86°47'40"E, 1,682.24 feet; thence N83°55'21"E, 900.69 feet to the Point of Curvature of a curve concave Southerly, having a radius of 890.00 feet; thence run Easterly along the arc of said curve 204.24 feet through a central angle of 13°08'54" to the East line of said Section 30; thence S00°31'07"E, along said East line of Section 30, 1,633.14 feet; thence S00°09'09"W, to the Southeast corner of said Section 30, 932.14 feet; thence S00°25'52"W, along the East line of Section 31, 1,871.21 feet to the **Point of Beginning.**

Containing 675.18 acres, more or less.

DESCRIPTION - BASIN 2

A parcel of land lying in Sections 25 & 36, Township 42 South, Range 30 East, Glades County, Florida, being more particularly described as follows:

Commence at the southwest corner of said Section 25; thence run S89°36'11"E along the south line of said Section 25, 151.39 feet to the Point of Beginning of the following described parcel; thence N00°20'01"W along the east right-of-way line of Canal C-3A (a 100-foot wide right-of-way) 934.25 feet; thence continue along said right-of-way line N00°19'34"W 2,392.04 feet to the southerly right-of-way line of the Caloosahatchee River (C-43) as now exists; thence easterly along the said southerly right-of-way line the following courses and distances: N85°31'28"E, 2,025.05 feet; thence S76°48'09"E, 164.79 feet; thence S22°26'58"E, 230.12 feet; thence N67°33'02"E, 60.56 feet to the westerly right-of-way line of Canal C-3; thence S20°48'35"E, 1,372.38 feet; thence S19°21'09"E, 467.59 feet; thence S16°11'54"E, 868.51 feet; thence S44°36'41"E, 456.73 feet; thence S12°04'28"W, 316.13 feet; thence S19°52'11"E, 105.98 feet; thence S54°35'36"E, 489.79 feet; thence S27°36'23"E, 299.99 feet; thence S47°26'27"E, 552.24 feet; thence S67°35'52"E, 344.17 feet; thence S40°56'07"E, 271.28 feet; thence S18°08'20"E, 388.92 feet; thence S01°03'59"W, 891.62 feet to the northerly right-of-way line of a 72-foot wide irrigation canal; thence N89°37'35"W along said northerly right-of-way line, 5,014.43 feet to the easterly right-of-way line of Canal C-3A (a 100-foot wide right-of-way); thence N00°05'36"W along said east right-of-way line, 963.17 feet; thence N00°20'01"W, 1,559.34 feet to the Point of Beginning

Containing 492.70 acres, more or less.

DESCRIPTION - BASIN 3

A parcel of land lying within Sections 25, 26, 35, and 36, Township 42 South, Range 30 East, Glades County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 25; thence run S89°36'11"E, along the South line of said Section 25, 51.37 feet to the Westerly right-of-way line of Canal C-3A and the Point of Beginning of the following described property; thence S00°20'01"E, along said Westerly right-of-way line, 1,560.41 feet; thence S00°05'36"E, 962.33 feet to the Northerly right-of-way line of a 72-foot Wide Irrigation Canal; thence N89°48'43"W, along said Northerly right-of-way line, 5,258.04 feet to the Easterly right-of-way line of Canal C-2; thence N00°06'55"E, along said Easterly right-of-way line, 3,700.98 feet; thence N04°05'21"W, 455.46 feet to the Southerly right-of-way line of the Caloosahatchee River (C-43); thence N85°47'41"E, along said Southerly right-of-way line, 968.71 feet; thence N04°30'04"W, 291.43 feet; thence N45°52'00"E, 413.63 feet; thence S44°08'00"E, 50.00 feet; thence N45°52'00"E, 100.00 feet; thence N44°08'00"W, 50.00 feet; thence N45°52'00"E, 518.97 feet to a point on a non-tangent curve concave Southerly, having a radius of 1,290.00 feet; thence from a radial bearing of S44°08'37"E, run Easterly along the arc of said curve 893.10 feet through a central angle of 39°40'02" to a point; thence N04°36'23"W, along a non-radial line, 9.99 feet; thence N85°31'28"E, 2,779.51 feet; thence S04°51'50"E, 13.37 feet to the Westerly right-of-way line of Canal C-3A; thence S00°19'32"E, along said Westerly right-of-way line, 2,371.39 feet; thence S00°20'01"E, 932.98 feet to the Point of Beginning.

Containing 637.91 acres, more or less;

Together With:

Commence at the Northwest corner of said Section 36; thence run S89°36'11"E, along the North line of said Section 36, 51.37 feet to the Westerly right-of-way line of Canal C-3A; thence run S00°20'01"E, along said Westerly right-of-way line, 1,560.41 feet; thence run S00°05'37"E, 1,034.33 feet to the Southerly right-of-way line of a 72-Foot Wide Irrigation Canal and the Point of Beginning of the following described property; thence S89°48'43"E, along said Southerly right-of-way line, 50.01 feet; thence S00°05'36"E, 2,700.17 feet to the Northerly right-of-way line of

State Road No. 80; thence N89°49'09"W. along said Northerly right-of-way line, 3,104.07 feet; thence N89°47'54"W. 2,161.45 feet to the Easterly right-of-way line of Canal C-2; thence N07°45'02"W. along said Easterly right-of-way line, 384.51 feet; thence N00°06'55"E. 2,319.18 feet to the Southerly right-of-way line of a 72-foot wide irrigation canal; thence S89°48'43"E. along said Southerly right-of-way line, 5,258.30 feet to the Point of Beginning.

Containing 329.15 acres, more or less;

Total Parcel containing 967.05 acres, more or less.

DESCRIPTION - BASIN 4

FL 9805839 B 569 P 646
CO:HENDRY ST:FL

A parcel of land lying within Sections 27, 28, 33, and 34, Township 42 South, Range 30 East, within Glades County, Florida, being more particularly described as follows:

From the northwest corner of said Section 34, run S89°48'07"E, along the north line of said Section 34, 3106.01 feet to the Point of Beginning; thence S08°17'07"E, along the west line of a 130' wide vacated railroad right-of-way, 1868.57 feet to the point of curvature of a curve concave westerly having a radius of 5661.44 feet; thence run southerly along the arc of said curve and the westerly line of a 195' wide vacated railroad right-of-way, 3442.84 feet through a central angle of 34°50'34" to a point; thence N89°47'38"W, 165.57 feet; thence S00°11'35"W, 95.78 feet; thence N89°47'54"W, along the north right-of-way line of State Road 80, 1293.50 feet; thence N89°46'43"W, 1390.08 feet; thence N89°46'14"W, 1107.46 feet; thence N01°08'28"E, along the east right-of-way line of the C-1 Canal (a 200' wide right-of-way), 24.68 feet; thence N07°47'15"W, 1947.96 feet; thence S89°46'44"E, along the south line of Lot 42, Block 10, "Map of Subdivision of Section 33, Township 42 South, Range 30 East," as recorded in Plat Book 2, Page 126, of the Public Records of DeSoto County, Florida, 35.09 feet; thence N00°07'39"E, 333.12 feet; thence N89°48'33"W, 81.40 feet; thence N07°47'15"W, along the east line of the C-1 Canal (a 200' wide right-of-way), 6001.00 feet; thence N82°20'13"E, along the south right-of-way line of the Caloosahatchee River (C-43 Canal), 124.44 feet; thence N07°39'47"W, 210.00 feet; thence S86°27'24"E, 505.10 feet; thence S58°59'49"E, 910.74 feet; thence S86°36'59"E, 1310.26 feet; thence S58°34'41"E, 2071.99 feet; thence N82°48'02"E, 663.13 feet; thence S08°17'07"E, along the said westerly line of vacated railroad, 1623.46 feet to the Point of Beginning.

Containing 848.85 acres, more or less.

Together With:

From the said northwest corner of Section 34, run S89°48'07"E, 3237.44 feet to the Point of Beginning; thence N08°17'07"W, along the easterly line of said 130' wide vacated railroad right-of-way, 1640.39 feet; thence N82°48'02"E, along the said south line of the Caloosahatchee River (C-43 Canal), 538.37 feet; thence N85°41'46"E, 281.34 feet; thence S04°00'25"W, along the westerly right-of-way line of North Ortona Lock Road, as shown on "Port La Belle Unit 109" as recorded in Plat Book 4, Pages 57-73 of the Public Records of Glades County,

Florida. 1683.73 feet to the point of curvature of a curve concave easterly having a radius of 530.00 feet; thence run southerly along the arc of said curve 67.78 feet through a central angle of 07°19'37" to the point of tangency thereof; thence S03°19'12"E, 424.36 feet; thence S81°42'53"W, 18.57 feet; thence S08°17'07"E, along the west right-of-way line of Ackley Lane as shown in said plat of "Port La Belle Unit 109", 2156.84 feet; thence N89°48'43"W, 385.73 feet to a point on a curve concave westerly, having a radius of 5856.44 feet; thence from a radial bearing of S89°19'10"W, run northerly along the arc of said curve and the east line of a 195' wide vacated railroad right-of-way, 101.73 feet through a central angle of 00°59'43" to a point; thence S88°19'27"W, 65.00 feet to a point on a curve concave westerly having a radius of 5791.44 feet; thence northerly along the arc of said curve 668.08 feet through a central angle of 06°36'34" to a point of tangency thereof; thence N08°17'07"W, 1849.19 feet to the Point of Beginning.

Containing 48.86 acres, more or less.
Together With:

From the said northwest corner of Section 34, run S89°48'07"E, along the north line of said Section 34, 5241.65 feet to the Point of Beginning; thence S00°06'55"W, along the westerly right-of-way of the C-2 Canal (a 200' wide right-of-way), 2593.24 feet; thence N89°48'43"W, 543.45 feet; thence N00°12'10"E, along the easterly right-of-way line of Dalton Lane as shown in "Port La Belle Unit 109" as recorded in Plat Book 4, Pages 57-73, of the Public Records of Glades County, Florida, 864.03 feet; thence N89°47'50"W, along the north line of Lot 7, Block 144, of said plat of "Port La Belle Unit 109", 410.00 feet; thence S00°12'10"W, along the west line of said Lot 7, 566.00 feet; thence N89°47'50"W, along the north line of lands described in Official Records Book 110, Pages 978 to 979, as recorded in the Public Records of Glades County, Florida, 70.00 feet; thence S81°42'53"W, 160.15 feet; thence N08°17'07"W, along the east right-of-way line of Ackley Lane as shown in said plat of Port La Belle Unit 109", 1891.18 feet; thence S81°42'53"W, 1.20 feet; thence N03°19'12"W, along the east right-of-way line of North Ortona Lock Road as shown in said plat of "Port La Belle Unit 109", 419.15 feet to a point of curvature of a curve concave easterly having a radius of 470.00 feet; thence run northerly along the arc of said curve, 60.10 feet through a central angle of 07°19'37" to the point of tangency thereof; thence N04°00'25"E, 1485.48 feet; thence N85°41'46"E along the south right-of-way line of the Caloosahatchee River (C-43 Canal), 1261.43 feet; thence S50°00'01"E, 129.12 feet; thence S04°05'21"E, along the said westerly line of the C-2 Canal, 357.27 feet; thence S00°06'55"W, 1172.13 feet to the Point of Beginning.

Containing 120.87 acre, more or less.

FL 9805839 B 569 P 648
CO:HENDRY ST:FL

Together With:

From the northwest corner of said Section 34, run S89°48'07"E, 5241.65 feet; thence run S00°06'55"W, 2593.24 feet; thence run N89°48'43"W, 623.45 feet to the Point of Beginning; thence N00°12'10"E, along the west right-of-way line of Dalton Lane as shown in Plat of "Port La Belle Unit 109" as recorded in Plat Book 4, Pages 57-73 of the Public Records of Glades County, Florida, 218.05 feet; thence N89°47'50"W, along the south line of lands described in Official Records Book 110, Pages 978 to 979, of the Public Records of Glades County, Florida, 394.07 feet; thence S81°42'53"W, 154.21 feet; thence S08°17'07"E, along the east right-of-way line of Ackley Lane as shown in said Plat of "Port La Belle Unit 109", 197.58 feet; thence S89°48'43"E, 517.43 feet to the Point of Beginning.

Containing 2.63 acres, more or less.

Total Basin containing 1021.21 acres, more or less.

FL 9805839 B 569 P 649
CO:HENDRY ST:FL

DESCRIPTION OF BASIN 5 REVISED 9-23-97

A parcel of land lying within Section 25, Township 42 South, Range 29 East, and Sections 28, 29, 30, 32, and 33, all within Glades County, Florida, more particularly described as follows:

From the Northwest corner of said Section 33, run S89°52'37"E, along the north line of said Section 33, a distance of 3321.79 feet to the Point of Beginning; thence S07°47'15"E, 3031.41 feet; thence N89°48'33"W, 1057.27 feet; thence S00°07'23"W, 332.41 feet; thence S89°46'44"E, 1103.54 feet; thence S07°47'15"E, 1960.48 feet; thence S01°08'28"W, 12.25 feet; thence N89°45'48"W, 329.66 feet; thence N00°27'38"E, 9.90 feet; thence N89°45'48"W, 700.91 feet; thence S00°12'55"W, 9.93 feet; thence N89°45'48"W, 3023.52 feet; thence N00°06'51"E, 3614.07 feet; thence N89°47'29"W, 2664.51 feet; thence N00°01'09"E, 333.02 feet; thence N89°40'15"W, 1330.94 feet; thence S00°05'04"W, 1335.55 feet; thence N89°48'51"W, 1331.14 feet; thence N00°04'04"E, 300.00 feet; thence N56°09'58"E, 361.45 feet; thence N00°04'04"E, 550.00 feet; thence N74°01'29"W, 299.82 feet to a non-tangent curve, concave Westerly, having a radius of 740.00 feet and a radial bearing of N74°01'29"W; thence Northerly along the arc of said curve, a distance of 205.45 feet, through a central angle of 15°54'27", to the curve's end; thence N00°04'04"E, 715.00 feet, to the point of a curve, concave Easterly, having a radius of 1060.00 feet; thence Northerly along the arc of said curve , a distance of 445.96 feet, through a central angle of 24°06'20", to the curve's end; thence N24°10'24"E, 1062.73 feet to a non-tangent curve, concave Southwesterly, having a radius of 1600.00 feet and a radial bearing of S25°36'21"W; thence Southeasterly along the arc of said curve , a distance of 2.67 feet, through a central angle of 00°05'44", to the curve's end; thence S64°17'55"E, 830.55 feet, to the point of a curve, concave Northerly, having a radius of 1900.00 feet; thence Southeasterly along the arc of said curve , a distance of 1045.51 feet, through a central angle of 31°31'41", to the curve's end; thence N84°10'24"E, 1018.96 feet, to the point of a curve, concave Southerly, having a radius of 2100.00 feet; thence Easterly along the arc of said curve , a distance of 1227.84 feet, through a central angle of 33°30'00"; to a non-tangent line; thence N27°40'24"E, 50.00 feet; thence N37°00'07"W, 1199.20 feet; thence N69°43'52"W, 1809.90 feet; thence N78°05'03"W, 2190.88 feet; thence S73°43'56"W, 2228.27 feet; thence S23°49'36"E, 769.91 feet; thence N69°04'37"W, 1280.73 feet; thence S88°43'44"W, 2302.08 feet; thence N89°51'30"W, 151.29 feet; thence N55°35'58"E, 184.27 feet; thence N00°08'16"E, 73.90 feet; thence N55°05'39"E, 3791.12 feet; thence S34°54'21"E, 200.00 feet; thence N55°05'39"E, 350.00 feet; thence N34°54'21"W, 200.00 feet; thence N55°05'39"E, 1750.00 feet; thence N74°06'43"E, 491.46 feet; thence S00°51'34"E, 60.00 feet; thence N89°08'53"E, 160.00 feet; thence N00°50'37"W, 102.98 feet; thence N74°06'43"E, 607.71 feet; thence S73°29'49"E, 6904.03 feet; thence S86°27'24"E, 800.00 feet; thence S07°39'47"E, 289.24 feet; thence N82°20'13"E, 75.55 feet; thence S07°47'15"E, 2941.90 feet, to the POINT OF BEGINNING; Containing 1551.02 acres, more or less.

LESS AND EXCEPT THE FOLLOWING:

From the Northwest corner of said Section 33, run S00°06'51"W, along the west line of said Section 33, a distance of 3991.10 feet; thence S89°43'04"E, 1340.56 feet to the Point of Beginning; thence continue S89°43'04"E, along the north line of Lot 20, Block 14, "Map of Subdivision of Section 33, Township 42 South, Range 30 East," as recorded in Plat Book 2, Page 126, of the Public Records of De Soto County, Florida, 1340.56 feet; thence S00°07'24"W, along the east line of Lot 20 and Lot 19, Block 14, of said "Map of Subdivision of Section 33, Township 42 South, Range 30 East," 664.81 feet; thence N89°39'25"W, along the south line of said Lot 19, a distance of 1340.51 feet; thence N00°07'07"E, along the west line of said Lots 19 and 20, a distance of 663.39 feet to the Point of Bginning.

Containing 20.44 Acres, More or Less.

TOTAL BASIN CONTAINING 1530.58 ACRES, MORE OR LESS

DESCRIPTION OF BASIN 6 REVISED 9-29-97

A parcel of land lying within Sections 3, 4, 5, 8, 9, 10, 15, 16, 17, and 18, Township 43 South, Range 30 East, Hendry County, Florida, more particularly described as follows:

From the Southwest corner of said Section 3, run N00°29'36"W, along the west line of said Section 3, a distance of 956.13 to the Point of Beginning; thence S89°45'48"E, 627.50 feet; thence S02°42'56"W, 363.67 feet; thence S01°08'28"W, 1701.54 feet; thence S05°16'25"W, 4423.61 feet; thence S02°08'22"E, 1732.29 feet; thence S61°30'00"E, 268.04 feet; thence S26°40'59"W, 914.38 feet; thence S89°39'29"W, 5626.28 feet; thence N23°57'44"W, 493.62 feet; thence S66°02'16"W, 1128.77 feet; thence S89°39'29"W, 3820.89 feet to a non-tangent curve, concave Southeasterly, having a radius of 1900.00 feet and a radial bearing of S72°29'59"E; thence Northerly along the arc of said curve , a distance of 1027.30 feet, through a central angle of 30°58'44"; to a non-tangent line; thence N27°12'01"W, 698.09 feet; thence N00°49'52"E, 927.87 feet to a non-tangent curve, concave Southerly, having a radius of 3900.00 feet and a radial bearing of S18°26'33"E; thence Easterly along the arc of said curve, a distance of 645.95 feet, through a central angle of 09°29'23"; to a non-tangent line; thence S00°00'00"W, 457.78 feet; thence S90°00'00"E, 563.57 feet; thence N00°00'00"E, 561.14 feet; thence N90°00'00"W, 395.38 feet; thence N06°19'43"W, 592.71 feet; thence N67°21'24"W, 492.05 feet; thence N12°17'25"E, 648.39 feet; thence N02°36'53"W, 508.59 feet; thence N11°30'20"W, 806.99 feet; thence N06°42'20"W, 406.58 feet; thence N02°18'37"W, 907.10 feet; thence N00°28'31"W, 2581.26 feet; thence S89°44'48"E, 2967.49 feet; thence S89°47'12"E, 3901.11 feet; thence S89°45'48"E, 2500.39 feet; thence S00°14'11"W, 5.00 feet; thence S89°45'47"E, 879.76 feet, to the POINT OF BEGINNING;

Containing 2213.26 acres, more or less.

DESCRIPTION OF BASIN 7 REVISED 9-23-97

A parcel of land lying within Section 3, 10, and 15, Township 43 South, Range 30 East Hendry County, Florida, more particularly described as follows:

From the northeast corner of said Section 10, run N89°29'29"W a distance of 1134.57 feet to the Point of Beginning; thence S26°40'59"W, 7740.64 feet; thence N63°19'01"W, 235.56 feet, to the point of a curve, concave Northeasterly, having a radius of 100.00 feet; thence Northwesterly along the arc of said curve , a distance of 106.77 feet, through a central angle of 61°10'36", to the curve's end; thence N02°08'25"W, 1241.29 feet; thence N05°16'27"E, 4417.87 feet; thence N01°08'28"E, 1706.01 feet; thence N02°42'56"E, 374.60 feet; thence S89°46'43"E, 2521.47 feet; thence S00°00'24"W, 5.15 feet; thence S89°47'54"E, 1298.64 feet; thence S26°40'59"W, 1091.29 feet, to the POINT OF BEGINNING.

Containing 374.64 acres, more or less.

FL 9805839 B 569 P 651
CO:HENDRY ST:FL

DESCRIPTION OF BASIN 8 REVISED 9-23-97

A parcel of land lying within Sections 2, 3, 10, 11, 14, and 15, Township 43 South, Range 30 East Hendry County, Florida, more particularly described as follows.

From the Northeast corner of said Section 10, run N89°29'29"W, along the north line of said Section 10, a distance of 989.69 feet to the Point of Beginning; thence N26°40'59"E, 1108.23 feet; thence S89°49'54"E, 216.20 feet; thence N00°12'06"E, 10.00 feet; thence S89°47'54"E, 2246.90 feet; thence S00°55'48"E, 599.12 feet; thence S11°17'55"W, 8535.32 feet; thence S88°32'46"W, 188.58 feet; thence S88°37'59"W, 4261.25 feet, to the point of a curve, concave Southerly, having a radius of 1690.00 feet; thence Westerly along the arc of said curve , a distance of 840.49 feet, through a central angle of 28°29'42"; to a non-tangent line; thence N26°40'59"E, 1392.88 feet; thence N63°19'01"W, 200.00 feet; thence N26°40'59"E, 7804.56 feet, to the POINT OF BEGINNING. Containing 815.78 acres, more or less

TOGETHER WITH:

FL 9805839 B 569 P 652
CO:HENDRY ST:FL

A parcel of land lying within Section 14, 15, and 16, Township 43 South, Range 30 East, Hendry County, Florida, more particularly described as follows:

From the Northeast corner of of Section 10, Township 43 South, Range 30 East, Hendry County, Florida, run N88°53'42"E, along the north line of Section 11, Township 43 South, Range 30 East, a distance of 1908.38 feet; thence S11°17'55"W, 8368.70 feet, to the Point of Beginning; thence S11°17'55"W, 803.08 feet; thence S24°47'56"W, 2001.83 feet; thence S88°37'59"W, 4356.17 feet; thence S88°38'41"W, 1168.19 feet; thence N26°40'59"E, 2763.28 feet to a non-tangent curve, concave Southerly, having a radius of 1610.00 feet and a radial bearing of S34°27'13"E; thence Northeasterly along the arc of said curve , a distance of 929.73 feet, through a central angle of 33°05'12", to the curve's end; thence N88°37'59"E, 1860.19 feet; thence S01°22'01"E, 120.00 feet; thence N88°37'59"E, 2401.21 feet; thence N88°32'46"E, 143.47 feet, to the POINT OF BEGINNING. Containing 328.13 acres, more or less.

TOTAL BASIN CONTAINING 1143.91 ACRES, More or Less.

DESCRIPTION - BASIN 9

A parcel of land lying within Sections 2, 11, 13, and 14, Township 43 South, Range 30 East, Hendry County, Florida, being more particularly described as follows:

From the northwest corner of said Section 11, run N89°53'41"E, along the north line of said Section 11, 2,113.16 feet to **the Point of Beginning**; thence N11°17'55"E, along the easterly right-of-way line of C-2 Canal (a 200' wide drainage right-of-way), 349.12 feet; thence N00°55'48"W, 616.59 feet to the southerly right-of-way line of State Road No. 80; thence S89°47'54"E, along said southerly right-of-way line, 2,151.28 feet; thence S89°49'09"E, 414.76 feet to the westerly right-of-way line of a 260' wide irrigation canal; thence S00°41'53"E, along said westerly right-of-way line, 899.21 feet; thence N88°53'41"E, along said northerly line of Section 11, 60.00 feet to the westerly right-of-way line of a 200' wide irrigation canal; thence S00°41'53"E, along said westerly right-of-way line, 5,649.15 feet to the Point of Curvature of a Curve, concave easterly, having a radius of 2,300.00 feet; thence southerly along the arc of said curve 908.91 feet through a central angle of 22°38'31" to the Point of Tangency thereof; thence S23°20'24"E, 1,027.82 feet to the point of curvature of a curve concave easterly, having a radius of 2,300.00 feet; thence southerly along the arc of said curve 523.34 feet through a central angle of 13°02'13" to the northerly line of Helms Road (as 80' wide easement); thence S89°32'14"W, along said northerly line, 279.10 feet; thence S88°32'46'W, 4,941.11 feet to the said easterly right-of-way line of the C-2 Canal; thence N11°17'55"E, along said easterly right-of-way line, 8,162.36 feet to the **Point of Beginning.**

Containing 718.78 acres, more or less.

DESCRIPTION OF BASIN 10 REVISED 9-23-97

A parcel of land lying within Section 16, 17, and 18, Township 43 South, Range 30 East Hendry County, Florida, more particularly described as follows:

From the Northwest corner of said Section 16, run S00°40'28"E, along the west line of said Section 16, a distance of 2629.97 feet to the Point of Beginning; thence N89°39'29"E, 5236.01 feet; thence S26°40'59"W, 2414.25 feet to a non-tangent curve, concave Northwesterly, having a radius of 1610.00 feet and a radial bearing of N49°00'01"W; thence Southwesterly along the arc of said curve, a distance of 1338.82 feet, through a central angle of 47°38'42", to the curve's end; thence S88°38'41"W, 244.83 feet; thence S89°39'28"W, 2697.80 feet; thence S89°39'30"W, 5333.60 feet; thence S89°39'18"W, 567.62 feet; thence N08°27'18"E, 2438.35 feet, to the point of a curve, concave Easterly, having a radius of 1900.00 feet; thence Northerly along the arc of said curve, a distance of 299.96 feet, through a central angle of 09°02'43"; to a non-tangent line; thence N89°39'29"E, 3820.89 feet; thence N66°02'16"E, 1128.77 feet; thence S23°57'44"E, 493.62 feet; thence N89°39'29"E, 390.26 feet, to the POINT OF BEGINNING. Containing 637.30 acres, more or less.

TOGETHER WITH:

From the Northwest corner of said Section 16, run S00°40'28"E, along the west line of said Section 16, a distance of 2629.97 feet; thence N89°39'29"E, 5236.01 feet; thence S26°40'59"W, 2666.12 feet to the Point of Beginning; thence continue S26°40'59"W, along the west line of a 130' wide vacated railroad right of way, 433.92 feet; thence S88°38'41"W, along the south line of said Section 16, a distance of 867.40 feet to the point of curve concave northwesterly having a radius of 1690.00 feet; thence northeasterly along the arc of the curve and the south line of Helms Road (an 80' wide easement) a distance of 1160.43 feet through a central angle of 39°20'31" to the Point of Beginning. Containing 2.09 Acres, more or less.

Total Basin Containing 639.39 Acres, more or less.

FL 9805839 B 569 P 654
CO:HENDRY ST:FL

DESCRIPTION OF BASIN 11 REVISED 9-25-97

A parcel of land lying within Sections 21 and 22, Township 43 South, Range 30 East Hendry County, Florida, more particularly described as follows:

Beginning at the Northwest corner of said Section 22; thence N88°38'09"E, along the north line of said Section 22, a distance of 4356.17 feet; thence S24°47'56"W, along the westerly right-of-way line of the C-2 Canal (a 200' wide right-of-way), 2595.27 feet; thence S16°07'51"W, 331.30 feet; thence S89°15'32"W, 3125.22 feet; thence S01°05'01"E, 75.00 feet; thence S89°15'32"W, 2571.46 feet; thence N26°40'59"E, along the easterly right-of-way of the C-1 Canal (a 200' wide right-of-way), 3012.14 feet; thence N88°38'09"E, along the north line of said Section 21, a distance of 1168.16 feet, to the POINT OF BEGINNING.

Containing 339.40 acres, more or less.

FL 9805839 B 569 P 655
CO:HENDRY ST:FL

DESCRIPTION OF BASIN 12 REVISED 9-25-97

A parcel of land lying within Sections 21, 22, 27, 28, and 29, Township 43 South, Range 30 East Hendry County, Florida, more particularly described as follows:

From the Northwest corner of said Section 22, run S01°05'01"E, along the west line of said Section 22, a distance of 2686.18 feet to the Point of Beginning; thence N89°15'32"E, 3023.66 feet; thence S16°07'51"W, 4138.12 feet; thence S89°15'32"W, 2963.12 feet; thence S00°44'28"E, 75.00 feet; thence N89°15'32"E, 3018.75 feet; thence S16°07'51"W, along the westerly right-of-way of the C-2 Canal (a 200' wide right-of-way), 4067.95 feet; thence S89°06'54"W, along the south line of said Section 27, a distance of 650.20 feet; thence S89°07'05"W, along the south line of said Section 28, a distance of 2746.23 feet; thence S89°07'18"W, continuing along the south line of said Section 28 a distance of 2632.40 feet; thence S88°57'06"W, along the south line of said Section 29, a distance of 1365.33 feet; thence N26°40'59"E, along the easterly right-of-way of the C-1 Canal (a 200' wide right-of-way), 8956.36 feet; thence N89°15'32"E, 2571.46 feet, to the POINT OF BEGINNING.

Containing 1177.36 acres, more or less.

FL 9805839 B 569 P 656
CO:HENDRY ST:FL

A parcel of land lying within Sections 13, 14, 15, 22, 23, & 24, Township 43 South, Range 30 East, Hendry County, Florida, being more particularly described as follows:

From the southeast corner of said Section 15, run S88°37'59"W, along the south line of said Section 15, 694.48 feet to the Point of Beginning; thence N24°47'56"E, along the easterly line of Canal No. 2 (a 200'-wide drainage right-of-way), 1,927.24 feet; thence N11°17'55"E, 872.01 feet; thence N88°32'46"E, along the south line of a 120-foot wide irrigation canal, 4,984.64 feet; thence N89°32'14"E, 440.06 feet to a point on a curve concave easterly, having a radius of 2,300.00 feet; thence from a radial bearing of N47°11'50"E, run southerly along the arc of said curve and the westerly line of a 200-foot wide irrigation canal, 38.17 feet through a central angle of 00°57'03", to the Point of Tangency thereof; thence S43°45'13"E, 912.88 feet; thence S03°37'38W, along the west line of a 115-foot wide irrigation canal, 4,632.08 feet; thence S89°15'32"W, along the north line of a 72-foot wide irrigation canal; 7,962.37 feet; thence N16°07'51"E, along the said east line of Canal No. 2, 256.01 feet; thence N24°47'56"E, 2,679.48 feet to the Point of Beginning.

Containing 840.00 acres, more or less.

TOGETHER WITH:

A parcel of land lying within Sections 13 and 24, Township 43 South, Range 30 East, Hendry County, Florida, being more particularly described as follows:

Begin at the northeast corner of said Section 24; thence S01°24'01"E, along the east line of said Section 24, 2,710.76 feet; thence S89°15'32"W along the north line of a 72-foot wide irrigation canal, 4,489.63 feet; thence N03°37'38"E, along the east line of a 115-foot wide irrigation canal, 3,683.19 feet; thence S86°22'22"E, 85.00 feet; thence N03°37'38"E, 1,027.86 feet; thence S43°45'13"E, along the west line of "Port LaBelle Unit 10" as recorded in Plat Book 4, Pages 17-28 and 6, Public Records of Hendry County, Florida, 215.87 feet to the point of curvature of a curve, concave westerly, having a radius of 1,900.00 feet; thence run southerly along the arc of said curve, 1,402.90 feet through a central

angle of 42°18'20" to the point of tangency thereof; thence S01°26'53"E, 391.17 feet; thence N88°33'07"E, 3,350.00 feet; thence S01°26'53"E along the said east line of Section 24, 200.00 feet to the Point of Beginning.

Containing 314.14 acres, more or less.

Total Parcel Contains 1,154.14 acres, more or less.

DESCRIPTION - BASIN 14 FL 9805839 B 569 P 659
CO:HENDRY ST:FL

A parcel of land lying within Sections 22, 23, 24, 25, 26, and 27, Township 43 South, Range 30 East, Hendry County, Florida, being more particularly described as follows:

From the northwest corner of said Section 27, run S88°52'57"W, along the north line of said Section 27, 2279.65 feet to the Point of Beginning; thence N16°07'51"E, along the easterly right-of-way line of the C-2 Canal (a 200' wide right-of-way) 2723.98 feet; thence N89°15'32"E, along the south line of a 72' wide irrigation canal, 7978.56 feet; thence S03°37'38"W, 3857.27 feet; thence S89°06'19"W, 6805.69 feet; thence S00°53'41"E, 1360.00 feet; S89°06'19"W, 1200.00 feet; thence S65°36'34"W, 585.30 feet; thence S28°21'15"W, 286.53 feet; thence S89°06'19"W, 600.00 feet; thence N16°07'51"E, along the easterly right-of-way line of said C-2 Canal, 2742.23 feet to the Point of Beginning.

Containing 814.06 acres, more or less.

DESCRIPTION OF BASIN 15 REVISED 9-25-97

A parcel of land lying within Sections 25, 26, 27, and 35, Township 43 South, Range 30 East, Hendry County, Florida, more particularly described as follows:

From the Northwest corner of said Section 26, run S01°10'31"E, along the west line of said Section 26, a distance of 1344.88 feet to the Point of Beginning; thence N89°06'19"E, 5680.09 feet; thence S03°37'38"W, 2868.93 feet; thence S89°06'19"W, 200.00 feet; thence S00°53'41"E, 1100.00 feet; thence S89°06'19"W, 5234.56 feet; thence S01°16'50"E, 24.44 feet to the southeast corner of said Section 27; thence S89°06'54"W, along the south line of said Section 27, a distance of 4434.12 feet; thence N16°07'51"E, along the easterly right-of-way of the C-2 Canal (a 200' wide right-of-way), 2819.25 feet; thence N89°06'19"E, 600.00 feet; thence N28°21'15"E, 286.53 feet; thence S65°36'34"E, 585.30 feet; thence N89°06'19"E, 1200.00 feet; thence N00°53'41"W, 1288.00 feet; thence N89°06'19"E, 1119.92 feet, to the POINT OF BEGINNING.

Containing 780.92 acres, more or less.

FL 9805839 B 569 P 660
CO:HENDRY ST:FL

DESCRIPTION OF BASIN 16 REVISED 9-24-97

A parcel of land lying within Section 35, and 36, Township 43 South, Range 30 East, and Section 31, Township 43 South, Range 31 East, all within Hendry County, Florida., more particularly described as follows:

Beginning at the Southwest corner of said Section 35; thence N01°16'50"W, along the west line of said Section 35, a distance of 5222.44 feet; thence N89°06'19"E, 15863.87 feet; thence S01°30'19"E, along the west line of the C-3 Canal (right-of-way varies) 57.10 feet; thence S04°31'17"W, 341.85 feet; thence S07°31'55"E, 341.89 feet; thence S01°30'19"E, 4401.30 feet; thence S87°56'27"W, along the south line of said Section 31, a distance of 5225.97 feet; thence S89°14'07"W, along the south line of said Section 36,a distance of 5323.11 feet; thence S89°12'41"W, along the south line of said Section 35, a distance of 5335.48 feet, to the POINT OF BEGINNING.

Containing 1901.65 acres, more or less.

FL 9805839 B 569 P 661
CO:HENDRY ST:FL

DESCRIPTION OF BASIN 17 REVISED 9-24-97

A parcel of land lying within Sections 25, 26, 35, AND 36, Township 43 South, Range 30 East, and Sections 30 and 31, Township 43 South, Range 31 East, all within Hendry County, Florida, more particularly described as follows:

From the Northwest corner of said Section 30, run S01°14'05"E, along the west line of said Section 30 a distance of 2800.78 feet to the Point of Beginning ; thence N89°06'19"E, 2614.74 feet; thence N00°53'41"W, 72.00 feet; thence N89°06'19"E, 2599.99 feet; thence S01°30'19"E, 2640.15 feet; thence S89°06'19"W, 10553.84 feet; thence N00°53'41"W, 1025.00 feet; thence N89°06'19"E, 194.30 feet; thence N03°37'38"E, 1547.82 feet; thence N89°06'19"E, 4994.64 feet, to the POINT OF BEGINNING.

Containing 616.63 acres, more or less.

FL 9805839 B 569 P 662
CO:HENDRY ST:FL

DESCRIPTION - BASIN 18

A parcel of land lying within Sections 24 and 25, Township 43 South, Range 30 East, and Sections 19 and 30, Township 43 South, Range 31 East, all within Hendry County, Florida, being more particularly described as follows:

From the northeast corner of said Section 25, run S01°14'05"E, along the east line of said Section 25, 2728.78 feet to the Point of Beginning; thence S89°06'19"W, along the north line of a 72' wide irrigation canal, 4991.53 feet; thence N03°37'38"E, along the easterly line of a 72' wide irrigation canal, 5253.43 feet; thence N89°15'32"E, 9734.53 feet; thence S01°33'29"E, along the westerly right-of-way line of the C-3 Canal (right-of-way varies), 2198.19 feet; thence S06°05'23"W, 289.41 feet; thence S07°38'25"E, 362.13 feet; thence S01°30'19"E, 2366.18 feet; thence S89°06'19"W, along the said north line of a 72' wide irrigation canal, 5215.16 feet to the Point of Beginning.

Containing 1195.58 acres, more or less.

FL 9805839 B 569 P 663
CO:HENDRY ST:FL

DESCRIPTION - BASIN 19

A parcel of land lying within Sections 18 and 19, Township 43 South, Range 31 East, Hendry County, Florida, being more particularly described as follows:

Begin at the northwest corner of said Section 19, run N01°26'53"W along the west line of said Section 19, 200.00 feet; thence N88°33'07"E, along the south line of "Port LaBelle, Unit 12," as recorded in Plat Book 4, Pages 42-54, Public Records of Hendry County, Florida, 3,294.22 feet to the Point of Curvature of a curve concave southerly, having a radius of 1,900.00 feet; thence easterly along the arc of said curve 44.30 feet through a central angle of 01°20'09" to a point; thence S24°46'40"E along the west line of Canal No. 3 (a 200' wide drainage right-of-way), 1,436.05 feet; thence S44°51'08"E, 1,839.62 feet to the Point of Curvature of a curve concave southwesterly, having a radius of 84.49 feet; thence southerly along the arc of said curve 60.32 feet through a central angle of 40°54'21" to the Point of Tangency thereof; thence S01°33'29"E, 263.89 feet; thence S89°15'32"W, along the north line of a 72-foot wide irrigation canal, 5,195.20 feet; thence N01°24'01"W along the west line of said Section 19, 2,710.76 feet to the Point of Beginning.

Containing 283.27 acres, more or less;

DESCRIPTION OF BASIN 20 REVISED 9-23-97

A parcel of land lying within Section 18, 19, 20, 29, and 32, Township 43 South, Range 31 East, Hendry County, Florida, more particularly described as follows:

Beginning at the Northwest corner of said Section 20, thence N89°52'42"E, 5340.80 feet; thence S01°30'52"E, 2683.14 feet; thence S01°31'08"E, 2683.49 feet; thence S01°29'48"E, 2683.20 feet; thence S01°29'06"E, 2683.32 feet; thence S01°29'24"E, 2683.45 feet; thence S01°29'41"E, 2683.38 feet, to the Southeast corner of said Section 32; thence N89°18'06"W, 2704.27 feet; thence S88°54'32"W, 2454.64 feet; thence N01°30'19"W, 2418.01 feet; thence N88°29'41"E, 100.00 feet; thence N01°30'19"W, 72.00 feet; thence S88°29'41"W, 100.00 feet; thence N01°30'19"W, 1857.95 feet; thence N04°17'52"E, 376.93 feet; thence N07°18'30"W, 376.93 feet; thence N01°30'19"W, 5225.26 feet; thence N05°51'04"E, 292.41 feet; thence N08°56'56"W, 292.43 feet; thence N01°33'29"W, 2543.34 feet, to the point of a curve, concave Westerly, having a radius of 344.49 feet; thence Northerly along the arc of said curve , a distance of 245.95 feet, through a central angle of 40°54'21", to the curve's end; thence N42°27'50"W, 487.18 feet; thence N45°43'50"W, 1317.51 feet; thence N24°46'40"W, 1245.32 feet to a non-tangent curve, concave Southerly, having a radius of 1900.00 feet and a radial bearing of S08°52'31"W; thence Easterly along the arc of said curve ,a distance of 169.04 feet, through a central angle of 05°05'51", to the curve's end; thence S76°01'38"E, 880.62 feet, to the point of a curve,concave Northerly, having a radius of 1600.00 feet; thence Easterly along the arc of said curve , a distance of 432.28 feet, through a central angle of 15°28'47", to the curve's end; thence N88°29'35"E, 197.92 feet; thence N01°50'17"W, 310.00 feet, to the POINT OF BEGINNING.

Containing 1958.24acres, more or less.

FL 9805839 B 569 P 665
CO:HENDRY ST:FL

DESCRIPTION - BASIN 21

FL 9805839 B 569 P 666
CO:HENDRY ST:FL

A parcel of land lying in Section 31, Township 42 South, Range 31 East, Glades County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 31; thence run N00°25'52"E, along the East line of said Section 31, 49.89 feet, to the Northerly right-of-way line of State Road No. 80 and the Point of Beginnning of the following described parcel; thence N89°47'19"W, along said North right-of-way line, 1,955.73 feet; thence N89°44'39" W, 3,218.96 feet, to the Easterly right-of-way line of Canal C-3; thence N00°49'33" E, along said East right-of-way line, 3,338.30 feet to the Point of Curvature of a curve concave Westerly, having a radius of 2,307.01 feet; thence run Northerly along the arc of said curve 131.45 feet through a central angle of 03°15'53" to the Southerly right-of-way line of a 72 foot wide irrigation canal; thence S88°41'56"E, along said Southerly right-of-way line 639.43 feet; thence N46°31'49"E, 273.18 feet; thence N86°20'48" E, 401.35 feet; thence S38°17'58"E, 318.16 feet; thence S89°40'48"E, 217.18 feet; thence N49°35'11"E, 322.40 feet, thence N87°56'04"E, 95.71 feet; thence S 22°05'00"E, 391.51 feet; thence N89°04'40"E, 3,013.14 feet to the East line of said Section 31; thence S00°25'52"W, 3,337.33 feet to the Point of Beginning.

Containing 402.85 acres more or less.

DESCRIPTION - BASIN 22

FL 9805839 B 569 P 667
CO:HENDRY ST:FL

A parcel of land lying in Section 36, Township 42 South, Range 30 East, Glades County, Florida, being more particularly described as follows:

Commence at the southwest corner of said Section 36; thence run N00°01'00"W along the west line of said Section 36, 63.15 feet to the north right-of-way line of State Road No. 80; thence sun S89°49'08"E along said right-of-way line 115.02 feet to the **Point of Beginning** of the following described parcel; thence N00°05'36"W, 2,700.17 feet; thence S89°37'35"E, along the south right-of-way line of a 72-foot wide irrigation canal, 5,063.51 feet; thence S00°00'40"W along the westerly right-of-way of Canal C-3, 1,351.30 feet; thence S00°41'31"W, 715.12 feet; thence S01°34'30"E, 588.63 feet; thence S43°42'00"E, 62.98 feet; thence N89°44'39"W along the north right-of-way line of State Road 80, 13.79 feet; thence N89°36'40"W, 1,300.08 feet; thence N89°38'59"W, 700.00 feet; thence N89°36'39"W, 2,809.91 feet; thence N89°49'09"W, 286.12 feet to the **Point of Beginning**.

Containing 310.80 acres, more or less.

DESCRIPTION - BASIN 23

A parcel of land lying within Sections 1, 2, 11, and 12, Township 43 South, Range 30 East, and Sections 6 and 7, Township 43 South, Range 31 East, all within Hendry County, Florida, being more particularly described as follows:

From the southwest corner of said Section 6, run N88°41'48"E, along the south line of said Section 6, 1808.14 feet to the Point of Beginning; thence S10°47'13"W, along the westerly right-of-way line of the C-3 Canal (right-of-way varies), 2618.23 feet to a point on a curve concave northerly, having a radius of 1450.00 feet; thence from a radial bearing of N08°40'57"E run westerly along the arc of said curve; 72.11 feet through a central angle of 02°50'59"t to the point of tangency thereof; thence N78°28'05"W, 617.68 feet; thence S11°31'55"W, 100.00 feet; thence N78°28'05"W, 735.00 feet to the point of curvature of a curve concave southerly having a radius of 25.00 feet; thence westerly along the arc of said curve, 39.27 feet through a central angle of 90°00'00" to a point; thence N78°28'05"W, 658.65 feet; thence N39°19'14"E, 131.34 feet; thence N45°00'00"W, 488.10 feet; thence S16°39'32"W, 749.00 feet; thence S74°51'24"W, 224.70 feet; thence West, 676.72 feet; thence N30°00'00"W, 496.59 feet; thence West, 315.47 feet; thence South, 535.71 feet; thence S61°37'03"W, 55.63 feet; thence S84°57'20"W, 405.22 feet; thence S88°53'01"W, 1122.94 feet; thence S38°16'11"W, 172.11 feet; thence S74°53'16"W, 649.34 feet; thence S89°20'30"W, 261.01 feet; thence N00°41'53"W, along the easterly right-of-way line of Wellington Parkway (a 200' wide right-of-way), 3624.34 feet; thence S89°49'09"E, along the south line of a 260' wide irrigation canal, 2517.10 feet; thence S89°36'39"E, 2803.70 feet; thence S89°38'59"E, 945.59 feet; thence S89°35'48"E, 955.03 feet; thence S10°47'13"W, along said westerly line of C-3 Canal, 492.07 feet to the Point of Beginning.

Containing 490.41 acres, more or less.

ADMINISTRATIVE STRUCTURE

The district is served by a landowner elected three (3) member Board of Supervisors. This board employs a General Manager. The General Manager has a field superintendent and the number of employees under the field superintendent varies from 2-5. Also under the direction of the General Manager are two office employees. One handles the book keeping and accounting activities and one provides receptionist and clerical duties.

When the need for specialized labor such as electrical arises an electrical company is employed on a contractual basis. Also as major maintenance is needed that requires draglines, backhoes, etc. then this type work is contracted.

ENVIRONMENTAL OR WATER QUALITY PROGRAM

In the residential area all works are completed. The drainage system includes grassed swales, culverts, lakes, water control structures and canals. All were constructed under permits from the SFWMD by the General Development Corporation.

The drainage system for all basins within the PLAA was designed to satisfy the rules of the SFWMD and permits were obtained by AGCC. The developed basins were developed according to these permits with minor exceptions. It is assumed that the permits for Basins 1, 4, 5, 6, 7, 10, and 21 will be modified before any development occurs.

The Barron WCD does not intend to develop any rules or procedures and will rely on rules regulations of the SFWMD.

MAINTENANCE ASSESSMENT

The total maintenance budget for the fiscal year ending September 30, 1997 was $526,400.00. Of this total amount $362,200.00 was funded by special assessment maintenance tax. The balance came from sources other than a tax. This budget was adequate however as more of the PLAA lands are developed this budget will have to increase. The maintenance cost will increase during the 1997-1998 budget year as a result of development of Basins 9, 13 & 19 which will begin to receive maintenance during this budget year.

A review of prior budgets reveals that perhaps the uniform maintenance assessment produced lower assessment to the residential lands than that projected into the future.

The pumping utility cost of irrigation water is estimated to cost between $3.00 to $5.00 per acre served per year.

Attached are some projections made by the Barron staff

Barron Water Control District
3025 DELLWOOD TERRACE, PORT LABELLE
P.O. BOX 1606
LABELLE, FLORIDA 33975

PROJECTIONS FOR MAINTENANCE COST
TAX YEAR 1998 - BASED ON ACTUAL 1996/97 BUDGET & COST

Under uniform per acre District maintenance assessment, the 1996/1997 budget funded by 1996 tax dollars was $13.25 per acre.

Total budgeted tax revenue for 96/97 fiscal year = $362,200.00.

Based on actual cost for the 1996/1997 fiscal year October 1, 1996 - September 30, 1997, the maintenance on a benefit basis would be as follows:

Urban Developed Lands	$20.27 per acre x 6,185.78 acres $125,385.76
Non-Intensive Agricultural Lands	$9.07 per acre x 6,747.73 acres $ 61,201.92
Intensive Agricultural Lands	$11.97 per acre x 14,677.49 acres $175,689.56

The maintenance cost for the urban and non-intensive ag lands will remain relatively stable.

The cost for maintenance in the intensive ag lands will increase as more of the system is completed and require more service.

A completed system maintained for a 12 month period 10/1/96-9/30/97 required expenditures on a per acre basis of $17.96 per acre.

This included labor, herbicide chemicals, equipment and a pro-rata share of administration cost. This cost analysis does not include cost of pump operation, as there has been none.

APPENDIX A

FL 9805839 B 569 P 673
CO:HENDRY ST:FL

Preliminary design of the canal improvements still remaining.

Design Drainage (X) Irrigation ( )

Client: Barron Water Control District Project: Amended Plan Facility: Canal No. 1 Oct. 97

Reach		Designed Hydraulic Sections													
		Length	Flow	EL. Grade		Water Dimensions					Hydraulic Functions				
From	To	Feet	Q	W.S.	D.B.	W.D.	B.W.	S.S.	T.W.	AREA	R	N	S	V	Q
C-43	Basin 5 Outfall	2400	422	8.00	0.00	8.0	24	2:1	56	320	5.35	025	00005	1.34	429
		300	398	8.12	0.12	8.0	24	2:1	56	320	5.35	025	00005	1.34	429
		5700	363	8.13	0.63	7.5	22	2:1	52	2775	5.00	025	00005	1.29	358
		2100	363	16.00	8.50	7.5	22	2:1	52	277.5	5.00	025	00005	1.29	358
		600	318	16.11	9.00	7.0	22	2:1	50	252	4.73	025	00005	1.23	310
		9200	304	17.50	10.50	7.0	22	2:1	50	252	4.73	025	00005	1.23	310
		6000	211	19.00	12.40	6.6	16	2:1	42.4	192.72	4.24	025	00005	1.13	217
		5900	140	22.00	16.00	6.0	12	2:1	36	144.0	3.71	025	00005	1.02	147

Q - Designed Flow In CFS	TW - Top Width (Ft)
WS - Water Surface	R - Hydraulic Radius (Ft)
DB - Ditch Bottom	N - Roughness Coief.
WD - Water Depth (Ft)	S - Slope (Ft/Ft)
BW - Bottom Width (Ft)	V - Velocity
SS - Side Slope	

FL 9805839 B 569 P 674
CO:HENDRY ST:FL

Design Drainage ( ) Irrigation (X)

Client: Barron Water Control District Project: Amended Plan Facility: 3W Oct. 97

Reach		Designed Hydraulic Sections														
		Length	Flow	EL. Grade		Water Dimensions					Hydraulic Funtions				
From	To	Feet	Q	W.S.	D.B.	W.D.	B.W.	S.S.	T.W.	AREA	R	N	S	V	Q
Canal No. 2	West End	3000	28	15.8	10	5.8	4	1:1	15.6	56.84	2.79	025	00005	0.82	46.6

Q - Designed Flow In CFS	TW - Top Width (Ft)
WS - Water Surface	R - Hydraulic Radius (Ft
DB - Ditch Bottom	N - Roughness Coief.
WD - Water Depth (Ft)	S - Slope (Ft/Ft)
BW - Bottom Width (Ft)	V - Velocity
SS - Side Slope	

FL 9805839 B 569 P 675
CO:HENDRY ST:FL

Design Drainage ( ) Irrigation (X)

Client: Barren Water Control District Project: Amended Plan Facility: 2S Oct. 97

Reach		Designed Hydraulic Sections													
		Length	Flow	EL. Grade		Water Dimensions					Hydraulic Funtions				
From	To	Feet	Q	W.S.	D.B.	W.D.	B.W.	S.S.	T.W.	AREA	R	N	S	V	Q
Pump Sta No. 2	4E, 4W	3900	234	21.00	13.0	8.0	14	1:1	30	176.0	4.81	025	00005	1.25	220
4E, 4W	5W	4000	129	20.8	13.8	7.0	10	1:1	24	119	3.99	025	00005	1.08	128.5
5W	5E	1200	107	20.6	14.2	6.4	10	1:1	22.8	105	3.73	025	00005	1.02	107
5E	So. Bdy. B - 15	3500	91	20.54	14.54	6.0	10	1:1	22	96	3.56	025	00005	0.99	95

Q - Designed Flow In CFS	TW - Top Width (Ft)
WS - Water Surface	R - Hydraulic Radius (Ft
DB - Ditch Bottom	N - Roughness Coief.
WD - Water Depth (Ft)	S - Slope (Ft/Ft)
BW - Bottom Width (Ft)	V - Velocity
SS - Side Slope	

FL 9805839 B 569 P 676
CO:HENDRY ST:FL

Design Drainage ( ) Irrigation (X)

Client: Barron Water Control District Project: Amended Plan Facility: 4W Oct. 97

Reach		Designed Hydraulic Sections													
		Length	Flow	EL. Grade		Water Dimensions					Hydraulic Functions				
From	To	Feet	Q	W.S.	D.B.	W.D.	B.W.	S.S.	T.W.	AREA	R	N	S	V	Q
2S	Canal No. 2	8100	68	20.8	15.0	5.8	4	1:1	15.6	56.84	025	025	0001	1.17	66.5
Canal No. 2	West End	3000	8	20.0	15.0	5.0	4	1:1	14	45	025	025	00005	0.74	33.3

Q - Designed Flow In CFS	TW - Top Width (Ft)
WS - Water Surface	R - Hydraulic Radius (Ft
DB - Ditch Bottom	N - Roughness Coief.
WD - Water Depth (Ft)	S - Slope (Ft/Ft)
BW - Bottom Width (Ft)	V - Velocity
SS - Side Slope	

FL 9805839 B 569 P 677
CO:HENDRY ST:FL

Design Drainage ( ) Irrigation (X)

Client: Barron Water Control District Project: Amended Plan Facility: 5E Oct. 97

Reach		Designed Hydraulic Sections														
		Length	Flow	EL. Grade		Water Dimensions					Hydraulic Functions				
From	To	Feet	Q	W.S.	D.B.	W.D.	B.W.	S.S.	T.W.	AREA	R	N	S	V	Q
2S	East End	6000	15	20.6	15.0	5.6	4	1:1	15.2	53.76	2.71	025	00005	0.79	42.4

Q - Designed Flow In CFS	TW - Top Width (Ft)
WS - Water Surface	R - Hydraulic Radius (Ft
DB - Ditch Bottom	N - Roughness Coief.
WD - Water Depth (Ft)	S - Slope (Ft/Ft)
BW - Bottom Width (Ft)	V - Velocity
SS - Side Slope	

FL 9805839 B 569 P 678
CO:HENDRY ST:FL

Design Drainage ( ) Irrigation (X)

Client: Barron Water Control District Project: Amended Plan Facility: 5W Oct. 97

Reach		Designed Hydraulic Sections														
		Length	Flow	EL. Grade		Water Dimensions					Hydraulic Functions				
From	To	Feet	Q	W.S.	D.B.	W.D.	B.W.	S.S.	T.W.	AREA	R	N	S	V	Q
2S	West End	5000	22	20.6	15.0	5.6	4	1:1	15.2	53.76	2.71	025	00005	0.79	42.4

Q - Designed Flow In CFS	TW - Top Width (Ft)
WS - Water Surface	R - Hydraulic Radius (Ft
DB - Ditch Bottom	N - Roughness Coief.
WD - Water Depth (Ft)	S - Slope (Ft/Ft)
BW - Bottom Width (Ft)	V - Velocity
SS - Side Slope	

FL 9805839 B 569 P 679
CO:HENDRY ST:FL

Design Drainage ( ) Irrigation (X)

Client: Barron Water Control District Project: Amended Plan Facility: 12W Oct. 97

Reach		Designed Hydraulic Sections													
		Length	Flow	EL. Grade		Water Dimensions					Hydraulic Functions				
From	To	Feet	Q	W.S.	D.B.	W.D.	B.W.	S.S.	T.W.	AREA	R	N	S	V	Q
4W	Bend	4000	31	20.0	15.0	5.0	4	1:1	14	45	2.48	025	00005	0.74	33.3
Bend	West End	3000	15	19.8	15.0	4.8	4	1:1	13.6	42.24	2.41	025	00005	0.72	30.4

Q - Designed Flow In CFS	TW - Top Width (Ft)
WS - Water Surface	R - Hydraulic Radius (Ft
DB - Ditch Bottom	N - Roughness Coief.
WD - Water Depth (Ft)	S - Slope (Ft/Ft)
BW - Bottom Width (Ft)	V - Velocity
SS - Side Slope	

FL 9805839 B 569 P 680
CO:HENDRY ST:FL

APPENDIX B

Agreements

FL 9805839 B 569 P 682
CO:HENDRY ST:FL

1996 ATLANTIC GULF COMMUNITIES CORPORATION, BARRON WATER CONTROL DISTRICT, AND PORT LABELLE COMMUNITY DEVELOPMENT DISTRICT AGREEMENT AND GRANTS OF EASEMENTS AND RELEASES OF EASEMENTS AND RIGHTS OF WAY

Atlantic Gulf Communities Corporation, a Delaware Corporation, authorized to do business in the State of Florida, and formerly known as General Development Corporation ("AGCC"), Barron Water Control District, a political subdivision of the State of Florida established in accordance with Chapter 298, Florida Statutes, ("Barron"), and the Port LaBelle Community Development District, a political subdivision of the State of Florida established under the provisions of Chapter 80-407, Laws of Florida, ("CDD"), agree as of the 9th day of July, 1996, as follows:

BACKGROUND

A. From 1962 until 1972, the Barron, Hendry Family (defined as "W.B. Barron and Lois H. Barron, and Mrs. Ella Hendry") owned fee simple title to all of the real estate which lies within Barron and CDD (the "District Lands").

B. On March 9, 1962, the Barron, Hendry Family entered a Drainage Easement Agreement (recorded at OR Book 56, Page 396 of Hendry County, Florida and OR Book 26, Page 492 of Glades County, Florida) with two sets of adjacent landowners, the Hilliards, and Alico Land Development Company which was clarified and modified and joined in by Gerber Groves Water Control district on November 22, 1971 pursuant to the Clarification and Modification of Existing Drainage Easement Agreement recorded at OR Book 154, Page 96 of Hendry County, Florida and OR Book 52, Page 877 of Glades County, Florida. The Drainage Easement Agreement and the Clarification and Modification of Existing Drainage Easement Agreement are referred to collectively as the Joint Trust Agreement).

C. Thereafter, in 1972, the Barron, Hendry Family sold the District Lands to General Development Corporation ("GDC").

D. In 1975, Barron was established under Chapter 298, Florida Statutes, for the purpose of providing flood control, drainage, and irrigation. This was done by petition to the Circuit Court of the Twentieth Judicial Circuit, In Re: Barron Water Management District, Case NO. 72-917 filed by GDC as the major landowner within the District Lands owning some 31,336 acres of property. Exhibit "1" shows the boundary of Barron.

E. In 1975 the Board of Supervisors of Barron adopted a Water Management Plan to provide flood control, drainage and irrigation ("Original Plan").

F. Thereafter, GDC platted a large portion of Barron and began to develop urban and recreational sites.

G. By Assignment dated June 7, 1977, and recorded at OR Book 235, Page 172 of Hendry County, Florida, Barron assumed responsibility for administration of the rights and responsibilities of the Barron, Hendry Family under the Joint Trust Agreement.

H. In 1982, the CDD was formed under Chapter 80-407, Laws of Florida, to include virtually all of the area included in Barron and includes the undeveloped lands within Barron shown on Exhibit "2" attached hereto ("Agricultural Property").

I. In 1983, GDC, Barron and CDD entered into an Agreement which confirmed the obligations of the parties thereto to provide maintenance and drainage services as stated therein dated August 16, 1983, and recorded in OR Book 1078 Page 88 of Glades County and OR Book 427 Page 325 of Hendry County ("1983 Agreement").

J. In 1992 AGCC came to be the successor-in-interest to GDC, and is the major landowner of the Agricultural Property.

K. By 1993, AGCC had determined that the Agricultural Property should not be developed as an urban and recreational area as contemplated in the Original Plan, but remain in agriculture and be developed for more intensive agricultural uses.

L. Barron then determined that the Original Plan was not sufficient to accommodate the flood control and irrigation requirements necessitated by AGCC's proposal of more intensive agricultural use of the Agricultural Property.

M. In August, 1993, pursuant to Chapter 298, Florida Statutes, Barron's Board of Supervisors adopted an Amended Plan of Water Management ("Amended Plan") which would accommodate the changes in land use proposed by AGCC and upgrade the Original Plan to efficiently accommodate both AGCC and adjacent outside landowners' use of Barron's water management facilities.

N. The Amended Plan was approved by the Twentieth Judicial Circuit Court for Hendry County, In Re: Barron Water Control District Plan of Water Management Amendment, Case NO. 93-864 on May 2, 1994.

O. CDD was kept informed of these proposals and has no objection.

P. Barron has reassessed the Agricultural Property on the basis of the benefits and damages resulting from the Amended Plan and changed land uses on the Agricultural Property.

Q. The Original Plan remains valid and in effect for the land within Barron which lies

outside the Agricultural Property. This land will be referred to as the "Urban Property" and is shown on Exhibit "3". The Amended Plan does not address nor is it intended to make any changes in the Urban Property within Barron with the exception of exempting certain public property from Barron's assessments.

R. Now the parties wish to cancel the 1983 Agreement and enter into this Agreement to conform to the Amended Plan.

NOW THEREFORE, AGCC, Barron and CDD hereby further agree as follows:

1. The above Background paragraphs are true and correct and are incorporated herein by reference.

2. The 1983 Agreement is hereby canceled.

3. Barron hereby confirms its acceptance of responsibility for administration of the rights and responsibilities of W.B. Barron and Lois H. Barron, and Mrs. Ella Hendry under the Drainage Easement Agreement (dated March 9, 1962, between W.B. Barron and Lois H. Barron, Mrs. Ella Hendry, Joe A. Hilliard and Wilmuth Y. Hilliard, Marlin W. Hilliard, and Alico Land Development Company, recorded at OR Book 56, Page 396 of Hendry County, Florida and OR Book 26, Page 492 of Glades County, Florida) and the Clarification and Modification of Existing Drainage Easement Agreement (Dated November 22, 1971, between W.B. Barron and Lois H. Barron, Joe A. Hilliard and Wilmuth Y. Hilliard, Marlin W. Hilliard, Alico Land Development Company and Gerber Groves Water Control District recorded at OR Book 154, Page 96 of Hendry County, Florida and OR Book 52, Page 877 of Glades County, Florida) jointly referred to as the "Joint Trust Agreement", as previously agreed in the Assignment dated June 7, 1977, recorded in at OR Book 235, Page 172, of Hendry County Florida and attached hereto as Exhibit "4".

4. Barron will not object after development is essentially complete in the Urban Property, to the transfer of ownership to the CDD of greenbelts, private streets, bridges, culverts and water control structures (except for those areas within the plats of Port LaBelle Unit 4, recorded at Plat Book 3, Page 86, Official Records of Hendry County, Florida. Port LaBelle Unit 5, recorded at Plat Book 3, Page 104, Official Records of Hendry County, Florida. Port LaBelle Holiday Park Unit 1, recorded at Plat Book 4, Page 3, Official Records of Hendry County, Florida. Port LaBelle VILLAS, recorded at Plat Book 3, Page 96, Official Records of Glades County, Florida), either directly or through the applicable Property Owners Association, provided that a non-exclusive drainage, maintenance, and access easement is granted to Barron and recorded, over all the greenbelt tracts and private streets and that the conveyance deed to CDD is subject to said easement. In addition, Barron and CDD will enter into an agreement defining limits of responsibility for each agency.

5. AGCC hereby confirms that ownership of greenbelt and other previously designated areas (including water control structures) in Port LaBelle Units 4, 5, and Holiday Park Unit 1 as

directly pertain to drainage requirements in those Units, has been conveyed to the applicable Property Owners Association by recorded document granting Barron an easement over the entire greenbelt areas and private streets as set forth in the Covenants and Restrictions recorded for each Unit.

6. AGCC agrees, represents and warrants that water levels in golf course lakes and waterways within the Urban Property will be normally controlled by the golf course owner. Notwithstanding the foregoing, Barron has final authority to require opening or closing of golf course outfall structures in the best interest of the overall community when emergencies occur.

7. Barron is responsible for the construction and maintenance of a Water Management System ("System") described in the Amended Plan for the Agricultural Property within Barron. The South Florida Water Management District ("SFWMD") Surface Water Management and Water Use Permits Nos. 26-00510 S&W and 26-00503 S&W ("SFWMD Permits") issued to AGCC are consistent with the Amended Plan. The Amended Plan is divided into primary and secondary systems. Barron is responsible for the primary system which includes the major canals, pump stations and water control structures described at Plate VI, Plate IX and page 13 of the Amended Plan which are necessary for drainage and irrigation ("Primary Facilities").

8. The System will serve the 23 individual basins as more particularly described in the Amended Plan. Within each basin AGCC may construct the canals, culverts, pumps, detention areas, levies and control structures which will provide adequate irrigation and drainage for each respective basin. These facilities are described as the Secondary Facilities at Plate VII of the Amended Plan (the "Secondary Facilities").

9. Barron will levy the necessary non ad valorem assessments against all benefited Agricultural Property to construct, operate and maintain the Primary Facilities.

10. AGCC, as Grantor, in consideration of $10.00 (ten dollars) paid by Barron, as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee the perpetual non-exclusive easements necessary for ingress, egress, operation and maintenance of the Primary Facilities as described in the Amended Plan of Water Management for Barron dated January 4, 1994, such easements being legally described in Exhibit "5", attached hereto. Upon completion of the primary facilities and as mutually agreed between Barron and AGCC, AGCC will deed fee simple title to such facilities and the land thereunder to Barron.

11. CDD, as Grantor, in consideration of $10.00 (ten dollars) paid by AGCC, as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby release, remise and forever quitclaim all the right, title interest, estate, claim and demand, both at law and in equity, of Grantor, of, in and to all of its interest in real property reflected on the following plats:

Port LaBelle Unit 11, recorded at Plat Book 4 and Page 29, (undeveloped portion)
Port LaBelle Unit 13, recorded at Plat Book 4 and Page 55, (undeveloped portion)
Port LaBelle Unit 14, recorded at Plat Book 5 and Page 1,
Port LaBelle Unit 15, recorded at Plat Book 5 and Page 22,
Port LaBelle Unit 16, recorded at Plat Book 5 and Page 35,

Port LaBelle Unit 17, recorded at Plat Book 5 and Page 48,
Port LaBelle Unit 18, recorded at Plat Book 5 and Page 65,
Port LaBelle Unit 19, recorded at Plat Book 5 and Page 76,
Port LaBelle Unit 20, recorded at Plat Book 5 and Page 92,
Port LaBelle Unit 21, recorded at Plat Book 5 and Page 106,
Port LaBelle Unit 22, recorded at Plat Book 5 and Page 129,
Port LaBelle Unit 23, recorded at Plat Book 5 and Page 146,
Port LaBelle Unit 24, recorded at Plat Book 5 and Page 157,
Port LaBelle Unit 25, recorded at Plat Book 5 and Page 172,
Port LaBelle Unit 26, recorded at Plat Book 5 and Page 188,
Port LaBelle Unit 27, recorded at Plat Book 5 and Page 200,
Port LaBelle Unit 28, recorded at Plat Book 5 and Page 209,
Port LaBelle Unit 29, recorded at Plat Book 6 and Page 7,
Port LaBelle Unit 30, recorded at Plat Book 6 and Page 24,
Port LaBelle Unit 31, recorded at Plat Book 6 and Page 37,
Port LaBelle Unit 32, recorded at Plat Book 6 and Page 52,
Port LaBelle Unit 33, recorded at Plat Book 6 and Page 65,
Port LaBelle Unit 34, recorded at Plat Book 6 and Page 76,
Port LaBelle Unit 35, recorded at Plat Book 6 and Page 91,
Port LaBelle Unit 36, recorded at Plat Book 6 and Page 99,

all recorded in the Official Records of Hendry County, Florida.

Port LaBelle Unit 103, recorded at Plat Book 3 and Page 142,
Port LaBelle Unit 104, recorded at Plat Book 3 and Page 147,
Port LaBelle Unit 105, recorded at Plat Book 3 and Page 158,
Port LaBelle Unit 106, recorded at Plat Book 4 and Page 7,
Port LaBelle Unit 107, recorded at Plat Book 4 and Page 28,
Port LaBelle Unit 108, recorded at Plat Book 4 and Page 41,
Port LaBelle Unit 109, recorded at Plat Book 4 and Page 57,
Port LaBelle Unit 110, recorded at Plat Book 4 and Page 74,
Port LaBelle Unit 111, recorded at Plat Book 4 and Page 82,

all recorded in the Official Records of Glades County, Florida.

12. Barron, as Grantor, in consideration of $10.00 (ten dollars) paid by AGCC, as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby release, remise and forever quitclaim all the right, title interest, estate, claim and demand, both at law and in equity, of Grantor, of, in and to all its interest in real property reflected on the following plats:

Port LaBelle Unit 11, recorded at Plat Book 4 and Page 29, (undeveloped portion)
Port LaBelle Unit 13, recorded at Plat Book 4 and Page 55, (undeveloped portion)
Port LaBelle Unit 14, recorded at Plat Book 5 and Page 1,
Port LaBelle Unit 15, recorded at Plat Book 5 and Page 22,

Port LaBelle Unit 16, recorded at Plat Book 5 and Page 35,
Port LaBelle Unit 17, recorded at Plat Book 5 and Page 48,
Port LaBelle Unit 18, recorded at Plat Book 5 and Page 65,
Port LaBelle Unit 19, recorded at Plat Book 5 and Page 76,
Port LaBelle Unit 20, recorded at Plat Book 5 and Page 92,
Port LaBelle Unit 21, recorded at Plat Book 5 and Page 106,
Port LaBelle Unit 22, recorded at Plat Book 5 and Page 129,
Port LaBelle Unit 23, recorded at Plat Book 5 and Page 146,
Port LaBelle Unit 24, recorded at Plat Book 5 and Page 157,
Port LaBelle Unit 25, recorded at Plat Book 5 and Page 172,
Port LaBelle Unit 26, recorded at Plat Book 5 and Page 188,
Port LaBelle Unit 27, recorded at Plat Book 5 and Page 200,
Port LaBelle Unit 28, recorded at Plat Book 5 and Page 209,
Port LaBelle Unit 29, recorded at Plat Book 6 and Page 7,
Port LaBelle Unit 30, recorded at Plat Book 6 and Page 24,
Port LaBelle Unit 31, recorded at Plat Book 6 and Page 37,
Port LaBelle Unit 32, recorded at Plat Book 6 and Page 52,
Port LaBelle Unit 33, recorded at Plat Book 6 and Page 65,
Port LaBelle Unit 34, recorded at Plat Book 6 and Page 76,
Port LaBelle Unit 35, recorded at Plat Book 6 and Page 91,
Port LaBelle Unit 36, recorded at Plat Book 6 and Page 99,

all recorded in the Official Records of Hendry County, Florida, and

Port LaBelle Unit 103, recorded at Plat Book 3 and Page 142,
Port LaBelle Unit 104, recorded at Plat Book 3 and Page 147,
Port LaBelle Unit 105, recorded at Plat Book 3 and Page 158,
Port LaBelle Unit 106, recorded at Plat Book 4 and Page 7,
Port LaBelle Unit 107, recorded at Plat Book 4 and Page 28,
Port LaBelle Unit 108, recorded at Plat Book 4 and Page 41,
Port LaBelle Unit 109, recorded at Plat Book 4 and Page 57,
Port LaBelle Unit 110, recorded at Plat Book 4 and Page 74,
Port LaBelle Unit 111, recorded at Plat Book 4 and Page 82,

all recorded in the Official Records of Glades County, Florida.

13. Barron shall be solely responsible for the construction, operation and maintenance of the Primary Facilities, which provide conveyance capacity from/to the individual basins for drainage and irrigation.

14. AGCC and its successors or assigns will have the option of constructing the Secondary Facilities for any or all of the 23 basins. The design and engineering details of these facilities are referenced in the SFWMD Permits. AGCC will construct, maintain and operate such facilities in accord with the Basin 20 Connection Consent With Conditions dated May 20, 1993, between

Barron and AGCC, the Connection Consent With Conditions dated May 5, 1993, between Barron and AGCC, Barron's Amended Plan and Chapter 298, Florida Statutes.

15. Alternatively, Barron and AGCC may agree that Barron will construct, operate and maintain certain Secondary Facilities within certain basins. In such event Barron will levy necessary assessments to construct, operate and maintain such Secondary Facilities as are constructed by Barron (the "Barron Secondary Facilities"). Assessments will be levied against all benefitted property within a basin or basins served by the Barron Secondary Facilities for the construction, operation or maintenance of these Barron Secondary Facilities.

16. CDD acknowledges and represents that as a result of AGCC's abandonment of urban development within the Agricultural Property, that land receives substantially less specific benefit from CDD. Therefore, CDD agrees that under present conditions there has been and is no need to levy non ad valorem assessments in Hendry and Glades Counties against the Agricultural Property commencing January 1, 1995.

17. This Agreement shall bind the successors, assigns, and transferees of each party.

18. It is further understood that this Agreement contains the entire agreement of the parties and that all prior understandings and conversations, whether oral or written, are merged in this Agreement and that any subsequent modifications or waiver of any of the provisions of this Agreement shall be invalid and unenforceable unless in writing signed by the parties.

Signed, sealed and delivered
in the presence of:

Hannah Wilson
HANNAH WILSON

Joel Goldman

ATLANTIC GULF COMMUNITIES
CORPORATION, a Delaware Corporation

By: _____
Its

STATE OF FLORIDA
COUNTY OF Dade

The foregoing instrument was acknowledged before me this August 6, 1996 by Marca A. Langley as Vice President of Atlantic Gulf

Communities Corporation, on its behalf, who is personally known to me or who has produced as identification and who did (did not) take an oath.

Notary Public
Commission No.

OFFICIAL NOTARY SEAL
HANNAH L WILSON
COMMISSION NUMBER
CC525713
MY COMMISSION EXPIRES
FEB. 8,2000

Signed, sealed and delivered
in the presence of:

R.W. Nicholson

Janet Schall

BARRON WATER CONTROL DISTRICT

By: W. Harold Reeser
Its Vice President

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this August 13 1996 by W. Harold Reeser as Vice President of Barron Water Control District, on its behalf, who is personally known to me or who has produced as identification and who did (did not) take an oath.

June S. Shivers
JUNE S. SHIVERS
Notary Public
Commission No.

JUNE S. SHIVERS
MY COMMISSION # CC 250000
EXPIRES: February 28, 1997
Bonded Thru Notary Public Underwriters

FL 9805839 B 569 P 690
CO:HENDRY ST:FL

Signed, sealed and delivered
in the presence of:

PORT LABELLE COMMUNITY
DEVELOPMENT DISTRICT

R.W. Nicholson

By: James D. Cockington
Its: President

Janet Schall
Janet Schall

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this August 13 1996 by James D. Cockington as President, of Barron Water Control District, on its behalf. who is personally known to me or who has produced as identification and who did (did not) take an oath.

June S. Shivers
June S. Shivers
Notary Public
Commission No.

JUNE S. SHIVERS
MY COMMISSION # CC 258685
EXPIRES: February 28, 1997
Bonded Thru Notary Public Underwriters

WA:156936.MISC\RESTATED.002

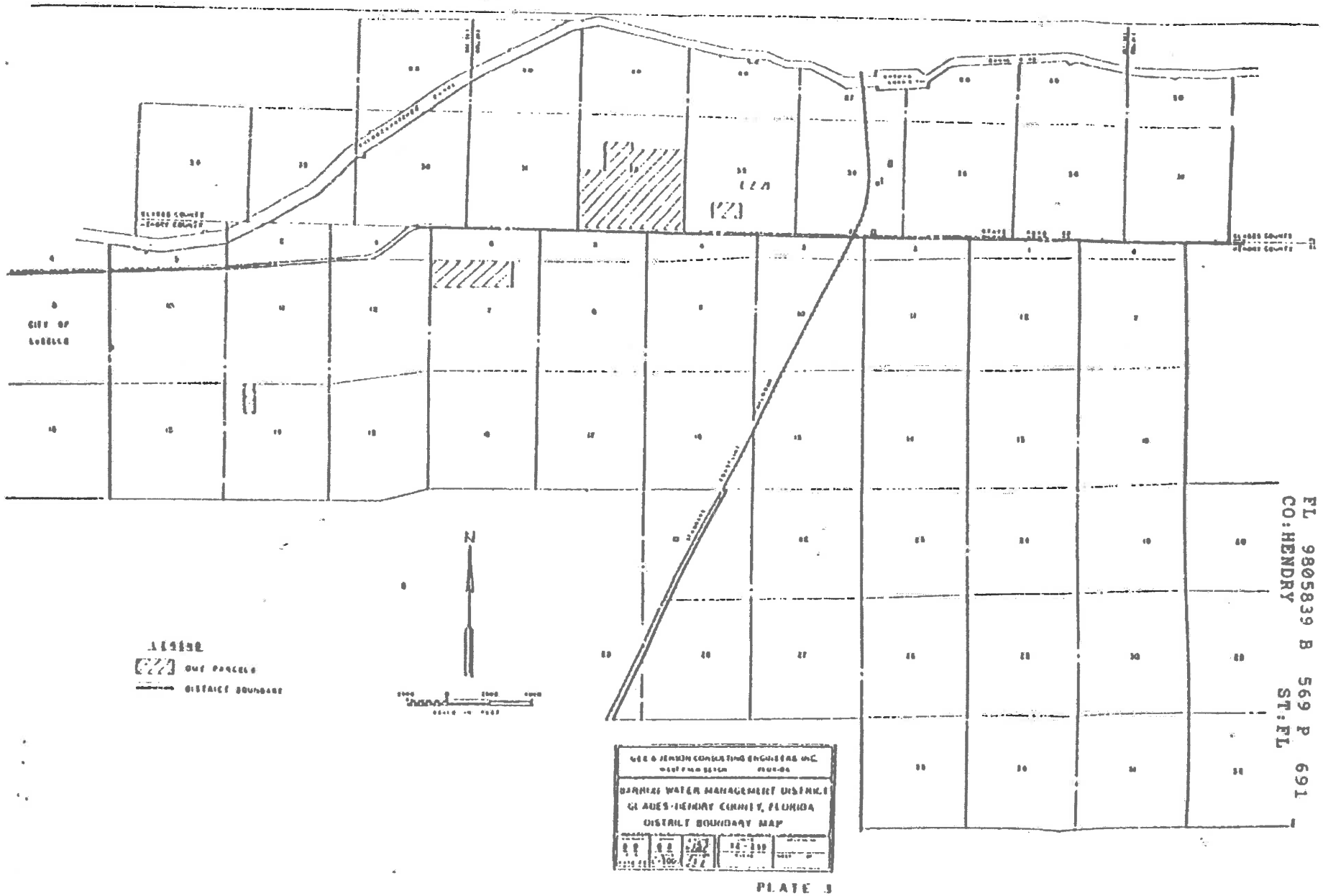
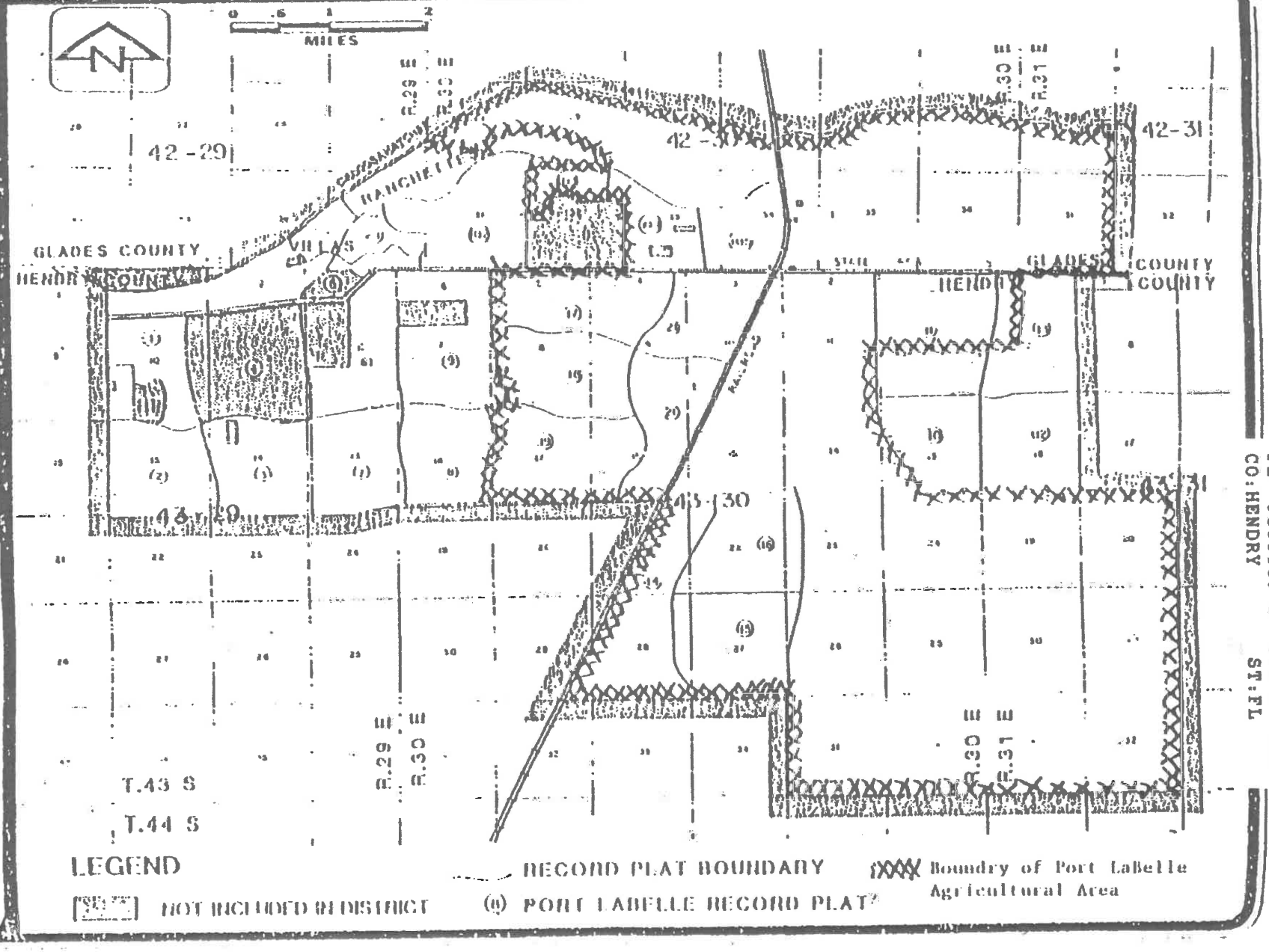


PLATE 3

EXHIBIT "A"

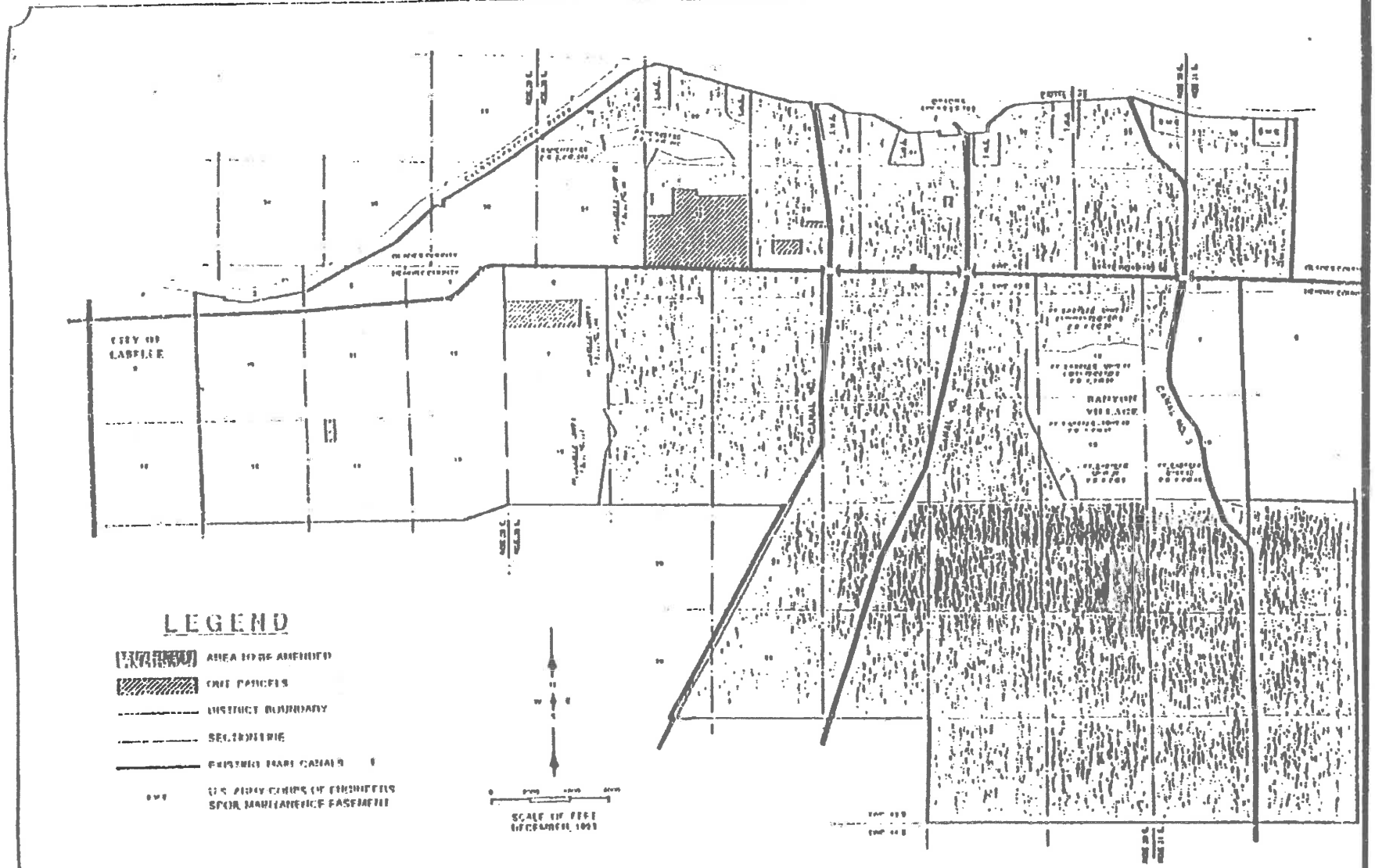
FL 9805839 B 569 P 691
CO:HENDRY
ST:FL



FL 9805839 B 569 P 692
CO:HENDRY ST:FL

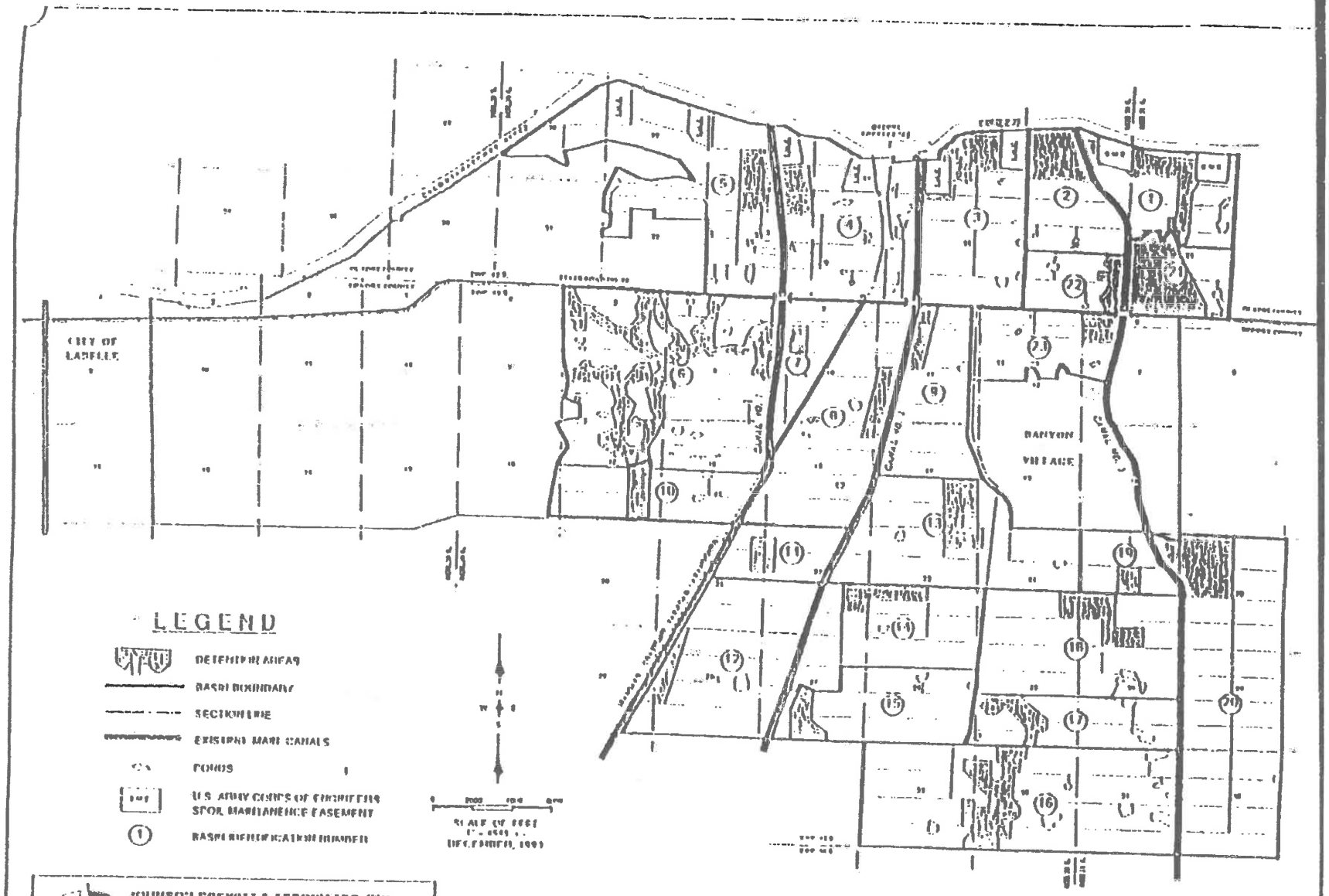
1-5

VILLAGES OF PORT LABELLE COMMUNITY DEVELOPMENT DISTRICT GLADES & HENDRY COUNTIES	EXHIBIT 1 MARCH 1982	DISTRICT PROPERTY GENERAL DEVELOPMENT CORPORATION ENVIRONMENTAL PROGRAMS DEPT.



AREA TO BE AMENDED
BARRON WATER CONTROL DISTRICT
GLADES HENDRY COUNTIES, FLORIDA
PLATE NO.III

FL 9805839 B 569 P 694
CO:HENDRY ST:FL



BASINS IN AMENDED PORTION
BARRON WATER CONTROL DISTRICT
GLADES HENDRY COUNTIES, FLORIDA
PLATE NO. IV

FL 980583 9 B 569 P 695
CO:HENDRY ST:FL

FL 9805839 B 569 P 696
CO:HENDRY ST:FL

This instrument Was Prepared By:
ALBERT L. ROSEN, Corporate Counsel
General Development Corporation
1111 S. Bayshore Drive
Miami, Florida 33131

A S S I G N M E N T

OFF. REC. 235 PAGE 172

KNOW ALL MEN BY THESE PRESENTS that GENERAL DEVELOPMENT CORPORATION, a corporation organized and existing under the laws of the State of Delaware, qualified to do business in the State of Florida, and having its principal place of business at 1111 South Bayshore Drive, Miami, Florida 33131, as successor in title to W. B. BARRON and LOIS H. BARRON, his wife, for and in consideration of the sum of TEN AND 00/100 ($10.00) DOLLARS and other good and valuable consideration to it in hand paid, the receipt thereof being herewith acknowledged, does hereby and herewith assign, transfer and deliver over unto BARRON WATER MANAGEMENT DISTRICT, a Drainage District in Hendry and Glades Counties, Florida, created under the provisions of Chapter 298 of the Florida Statutes, the following and subject to the following conditions and reservations, to-wit:

1. All of the right, title and interest of W. B. BARRON, LOIS E. BARRON, his wife, and ELLA HENDRY (which right, title, and interest became vested in GENERAL DEVELOPMENT CORPORATION as successor in title to W. B. BARRON, LOIS E. BARRON, his wife, and ELLA HENDRY) in and to:

A. That certain Drainage Easement Agreement dated March 9, 1962, by and between W. B. BARRON and LOIS H. BARRON, husband and wife, of La Belle, Hendry County, Florida, and MRS. ELLA HENDRY, unmarried, of Tampa, Hillsborough County, Florida, and JOE A. HILLIARD and WILMUTH Y. HILLIARD, husband and wife, of Clewiston, Hendry County, Florida, and MARLIN W. HILLIARD, unmarried, of La Belle, Hendry County, Florida, and ALICO LAND DEVELOPMENT COMPANY, a Florida Corporation, with principal office at Jacksonville, Duval County, Florida, which Drainage Easement Agreement has been duly recorded in the Public Records of Glades County, Florida, in Official Record Book 26 at Page 492 and in the Public Records of Hendry County,

RECEIVED
RECORDED IN OFFICIAL RECORDS
HENDRY COUNTY, FLORIDA
'95 JAN -3 PM 2:28
CHARLOTTE E. HUTCHISON
CLERK CIRCUIT COURT

77 3132

EXHIBIT "4"

FL 9805839 B 569 P 697
CO:HENDRY ST:FL

Florida, in Official Record Book 56 at Page 196;

and

BK 235 PAGE 173

B. That certain Clarification and Modification of existing Drainage Easement Agreement entered into on the 22nd day of November, 1971, by and between W. B. BARRON and LOIS E. BARRON, husband and wife, JOE A. HILLIARD and WILMOTH Y. HILLIARD, husband and wife, and MARION W. HILLIARD, ALICO LAND DEVELOPMENT COMPANY, a Florida corporation and GERBER GROVES WATER CONTROL DISTRICT, a Drainage District in Hendry County, Florida, created under Chapter 298, Florida Statutes, which Clarification and Modification was duly recorded in the Public Records of Glades County, Florida, in Official Record Book 51 at Page 377 and in the Public Records of Hendry County, Florida in Official Record Book 154 at Page 96.

2. GENERAL DEVELOPMENT CORPORATION, for the consideration aforesaid, further assigns, transfers and delivers over to said BARRON WATER MANAGEMENT DISTRICT an easement for drainage purposes over the "common areas and greenbelt tracts," so called, in the plats of Port La Belle Units 1, 2, 3, 4 and 5 recorded respectively in the Public Records of Hendry County, Florida in Plat Books 3, at Pages 58 thru 59, 3 at Pages 60 thru 72, 3 at Pages 73 thru 85, 3 at Pages 86 thru 101 and 3 at Pages 104 thru 106, for the purpose of operation and maintenance of the Storm Water Management (Drainage) System which is to be constructed within the respective common areas and greenbelt tracts of said recorded plats.

TO HAVE AND TO HOLD the same unto said BARRON WATER MANAGEMENT DISTRICT subject, however, to the following reservations, terms and conditions, to-wit:

1. BARRON WATER MANAGEMENT DISTRICT agrees to maintain and pay for the proportionate cost of maintenance of the subject properties as more fully described in the Drainage Easement Agreement and Clarification and Modification

FL 9805839 B 569 P 698
CO:HENDRY ST:FL

OR BK 235 PAGE 174

thereof above referred to.

2. GENERAL DEVELOPMENT CORPORATION reserves the right to itself, its successors and assigns of future construction within canals 1, 2 and 3 as required to implement the development of Port La Belle according to the Plan of Reclamation also known as Plan of Water Management for BARRON WATER MANAGEMENT DISTRICT dated June, 1975, which Plan fully outlines said canals 1, 2 and 3. After completion thereof, BARRON WATER MANAGEMENT DISTRICT agrees to maintain the same.

3. GENERAL DEVELOPMENT CORPORATION reserves to itself, its successors and assigns, the right to complete development in those areas not yet completed and particularly in areas described as Port La Belle Units 1 through 5, all inclusive, according to the plats thereof, recorded as follows, to-wit:

PORT LA BELLE UNIT 1
Recorded in Plat Book 3, Pages 50 thru 59;

PORT LA BELLE UNIT 2
Recorded in Plat Book 3, Pages 60 thru 72;

PORT LA BELLE UNIT 3
Recorded in Plat Book 3, Pages 73 thru 85;

PORT LA BELLE UNIT 4
Recorded in Plat Book 3, Pages 86 thru 102;

PORT LA BELLE UNIT 5
Recorded in Plat Book 3, Pages 104 thru 116,

all in Hendry County, Florida, and also reserves to itself the right to convey necessary easements for utilities such as power, telephone, sewer and water as are needed, over, across, and through the "common areas and greenbelt tracts," so called, in the above-described plats.

FL 9805839 B 569 P 699
CO:HENDRY ST:FL

OR BK 235 PG 175

4. For the consideration aforesaid, BARRON WATER MANAGEMENT DISTRICT further agrees to maintain and keep in good order and repair the respective common areas and greenbelt tracts, both existing and proposed, on said plats as indicated on sketch prepared by GENERAL DEVELOPMENT CORPORATION, attached hereto as Exhibit "A" and incorporated herein by reference.

5. For the consideration aforesaid, BARRON WATER MANAGEMENT DISTRICT reserves to itself the right to levy such charges on individual property owners for such operation and maintenance as authorized by Chapter 298 of the Florida Statutes.

6. Further, and for the consideration aforesaid, BARRON WATER MANAGEMENT DISTRICT agrees, at its expense, to obtain, maintain and keep current all necessary construction and operation permits for the completion and continued operation of said Storm Water Management System, and further agrees to reimburse General Development Corporation for engineering and other expenses advanced by it in connection with such permits as have been obtained by General Development Corporation to the date of the execution of this Assignment.

BARRON WATER MANAGEMENT DISTRICT, by its execution of this Assignment, accepts the same and agrees to be bound by all of the terms, covenants and conditions hereinbefore set forth.

FL 9805839 B 569 P 700
CO:HENDRY ST:FL OR BK 235 PG 176

IN WITNESS WHEREOF, GENERAL DEVELOPMENT CORPORATION has caused this Assignment to be executed and its corporate seal to be hereunto affixed by its proper officers hereunto duly authorized at Miami, Dade County, Florida, on this 11th day of May, 1977.

Signed, sealed and delivered in the presence of:

GENERAL DEVELOPMENT CORPORATION

BY: _____
C. C. CRUSE, Senior Vice President

ATTEST: _____
SAUL J. SACK, Asst. Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this 11th day of May, 1977, before me personally appeared C. C. CRUSE and SAUL J. SACK, Senior Vice President and Assistant Secretary respectively of GENERAL DEVELOPMENT CORPORATION, a corporation under the laws of the State of Delaware, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purpose therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami, Dade County, Florida, the day and year last aforesaid.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 3 1980
BONDED THRU GENERAL INS. UNDERWRITERS

FL 9805839 B 569 P 701
CO:HENDRY ST:FL

OR BK 235 PG 177

The foregoing Assignment is herewith accepted subject to all of the terms, covenants and conditions therein contained.

BARRON WATER MANAGEMENT DISTRICT

Signed, sealed and delivered in the presence of:

BY: Roger L. Hawkins
President

ATTEST: Fred R. Stanley Jr.
Secretary

STATE OF FLORIDA

COUNTY OF

I HEREBY CERTIFY that on this 7th day of June, 1977, before me personally appeared ROGER L. HAWKINS and FRED R. STANLEY, President and Secretary respectively of BARRON WATER MANAGEMENT DISTRICT, a drainage district created under the provisions of Chapter 298 of the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purpose therein mentioned and that they affixed thereto the official seal of said drainage district, and that the said instrument is the act and deed of said drainage district.

WITNESS my signature and official seal at LaBelle, Florida Hendry County, Florida, the day and year last aforesaid.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

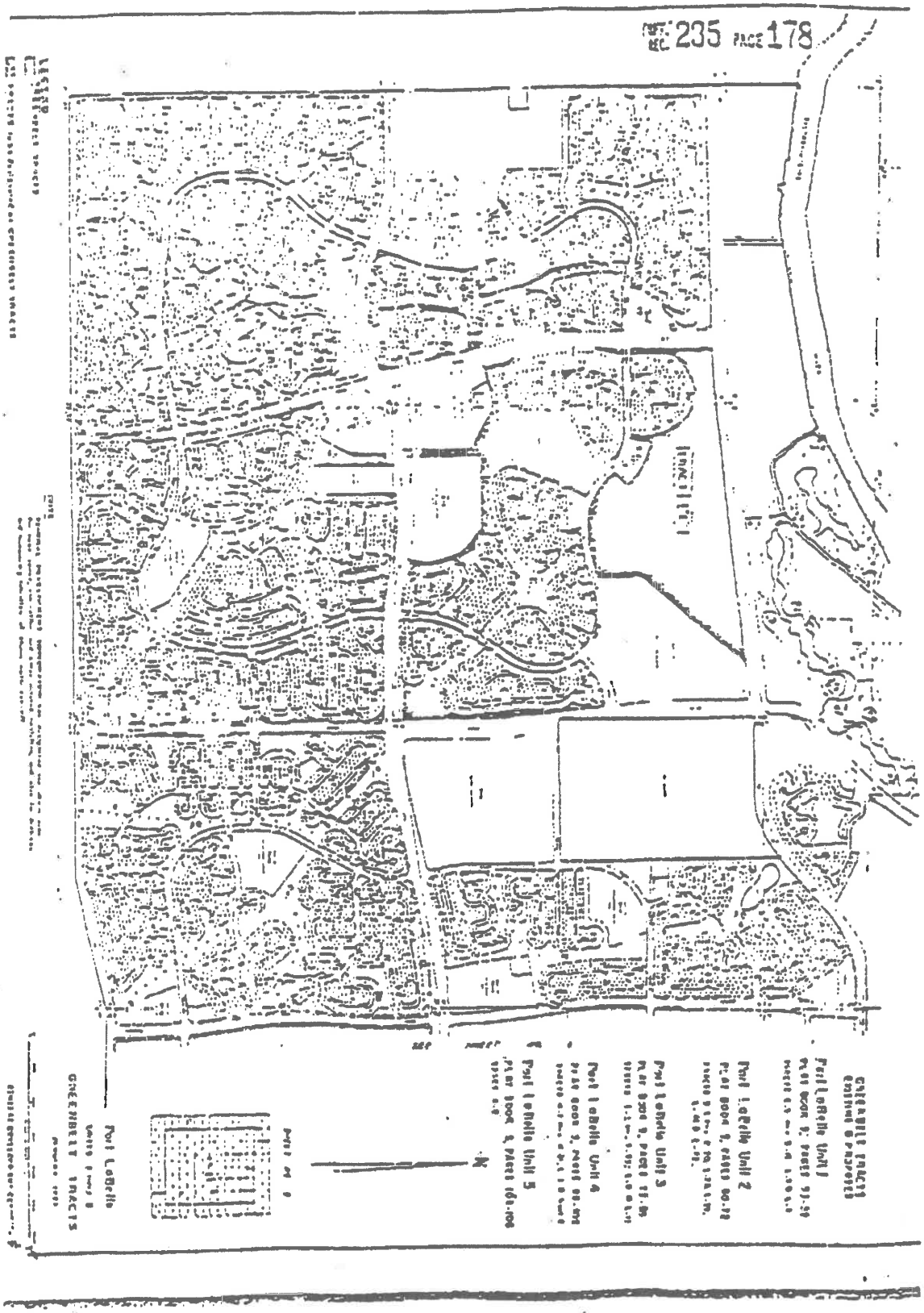
My Commission Expires:

MY COMMISSION EXPIRES MAY 14, 1978

FL 9805839 B 569 P 702
CO:HENDRY ST:FL

EXHIBIT "A"

OFF REC 235 PAGE 178



FL 9805839 B 569 P 703
CO:HENDRY ST:FL

Barron Water Control District
Plan of Reclamation
Proposed Primary Drainage Canals

Drainage

Canal C-1: A parcel of land lying within Section 28 & 33; Township 42 South; Range 30 East, Glades County, Florida, and Section 3, 10, 15, 16, 21, 28 & 29; Township 43 South; Range 30 East, Hendry County, Florida, more particularly described as:

Lying between Basins 4 & 5, lying between Basin 6 & 7, lying between Basins 6 & 8, lying between Basins 10 & 11, and lying along the western line of Basin 12, as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Canal C-2: A parcel of land lying within Section 26 & 27, and 34 & 35; Township 42 South; Range 30 East, Glades County; and Section 2, 11, 14, 15, 22 & 27; Township 43 South; Range 30 East, Hendry County; more particularly described as:

Lying between Basins 3 & 4, lying between Basins 8 & 9, lying between Basins 11 & 13, lying between Basins 12 & 14, and lying between Basins 12 & 15 as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Canal C-3: A parcel of land lying within Section 25 & 36; Township 42 South; Range 30 East, Glades County; Section 31; Township 42 South; Range 31 East, Glades County; Section 6, 7, 18, 19, 20, 29, 30, 31 & 32; Township 43 South; Range 31 East, Hendry County, more particularly described as follows:

Lying between Basins 1 & 2, lying between Basins 2 & 21, lying between Basins 21 & 22, lying along the east line of Basin 23, lying through Banyon Village as shown on the Plat of Port LaBelle Unit 10, as recorded in Plat

FL 9805839 B 569 P 704
CO:HENDRY ST:FL

Book 4, Pages 17-28 and the Plat of Port LaBelle Unit 11, as recorded in Plat Book 4, Pages 29-41, Public Records of Hendry County, Florida; lying between Basins 19 & 20, lying between Basins 18 & 20, lying between Basins 17 & 20, lying between Basins 16 & 20, as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 10 Outfall & Offsite Drainage Canal:

A parcel of land lying within Section 16 & 17; Township 43 South; Range 30 East, Hendry County, more particularly described as lying along the south property line of Basin 10, as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 11 Drainage Canal:

A parcel of land lying within Section 21, 22, 15 & 16; Township 43 South; Range 30 East, Hendry County, more particularly described as, lying along the common section line of Section 21 & 22, within Basin 11, and lying between Basins 11 & 8, as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 16 Outfall Canal:

A parcel of land lying within Section 25 & 36; Township 43 South; Range 30 East and Section 30 & 31; Township 43 South; Range 31 East, Hendry County; more particularly described as lying within Basin 16 as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

FL 9805839 B 569 P 705
CO:HENDRY ST:FL

Basin 18 Outfall Canal:

A parcel of land lying within Section 24; Township 43 South; Range 30 East and Section 19; Township 43 South; Range 31 East, Hendry County and along the south side of Banyon Village as shown on the Plat of Port LaBelle Unit 10, as recorded in Plat Book 4, Pages 17-28 and the Plat of Port LaBelle Unit 11, as recorded in Plat Book 4, Pages 29-41, Public Records of Hendry County, Florida; as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 19 Outfall Canal:

A parcel of land lying within Section 19; Township 43 South; Range 31 East, Hendry County and along the south side of Banyon Village as shown on the Plat of Port LaBelle Unit 10, as recorded in Plat Book 4, Pages 17-28 and the Plat of Port LaBelle Unit 11, as recorded in Plat Book 4, Pages 29-41, Public Records of Hendry County, Florida; as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

FL 9805839 B 569 P 706
CO:HENDRY ST:FL

Barron Water Control District
Plan of Reclamation
Proposed Primary Irrigation Canal

Irrigation

Canal C-3: A parcel of land lying within Section 25 & 36; Township 42 South; Range 30 East, Glades County; Section 31; Township 42 South; Range 31 East, Glades County; Section 6, 7, 18, 19, 20, 29, 30, 31 & 32; Township 43 South; Range 31 East, Hendry County, more particularly described as follows:

Lying between Basins 1 & 2, lying between Basins 2 & 21, lying between Basins 21 & 22, lying along the east line of Basin 23, lying through Banyon Village as shown on the Plat of Port LaBelle Unit 10, as recorded in Plat Book 4, Pages 17-28 and the Plat of Port LaBelle Unit 11, as recorded in Plat Book 4, Pages 29-41, Public Records of Hendry County, Florida; lying between Basins 19 & 20, lying between Basins 18 & 20, lying between Basins 17 & 20, lying between Basins 16 & 20, as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 2, 22, 3, 4 & 5 Irrigation Canal:

A parcel of land lying within Section 25, 26, 29, 32, 33, 34, 35 & 36; Township 42 South; Range 30 East, Glades County, Florida, more particularly described as follows:

Lying between Basins 2 & 3, lying between Basins 2 & 22, lying within Basins 3, 4 & 5 as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

FL 9805839 B 569 P 707
CO:HENDRY ST:FL

Basin 1 & 21 Irrigation Canal:

A parcel of land lying within Section 31; Township 42 South; Range 31 East, Glades County, Florida, more particularly described as follows:

Lying between Basins 1 & 21 as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 20 Irrigation Canal:

A parcel of land lying within Section 20, 29 & 32; Township 43 South; Range 31 East, Hendry County, Florida, more particularly described as follows:

Lying within Basin 20 as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 6-10, 13, 23 Irrigation Canal

A parcel of land lying within Section 6; Township 43 South; Range 31 East, Glades County, Florida, and Section 2, 4, 5, 8-11, 14-18; Township 43 South; Range 30 East, Hendry County, Florida, more particularly described as follows:

Lying within Basin 6-9 and Basin 23, and lying between Basins 9 & 13, 6 & 10 as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

Basin 11-19 Irrigation Canal:

A parcel of land lying within Section 13, 14, 21-28, 35 & 36; Township 43 South; Range 30 East, Hendry County, and Sections 19, 30 & 31; Township 43 South; Range 31 East, Hendry County, Florida, more particularly described as follows:

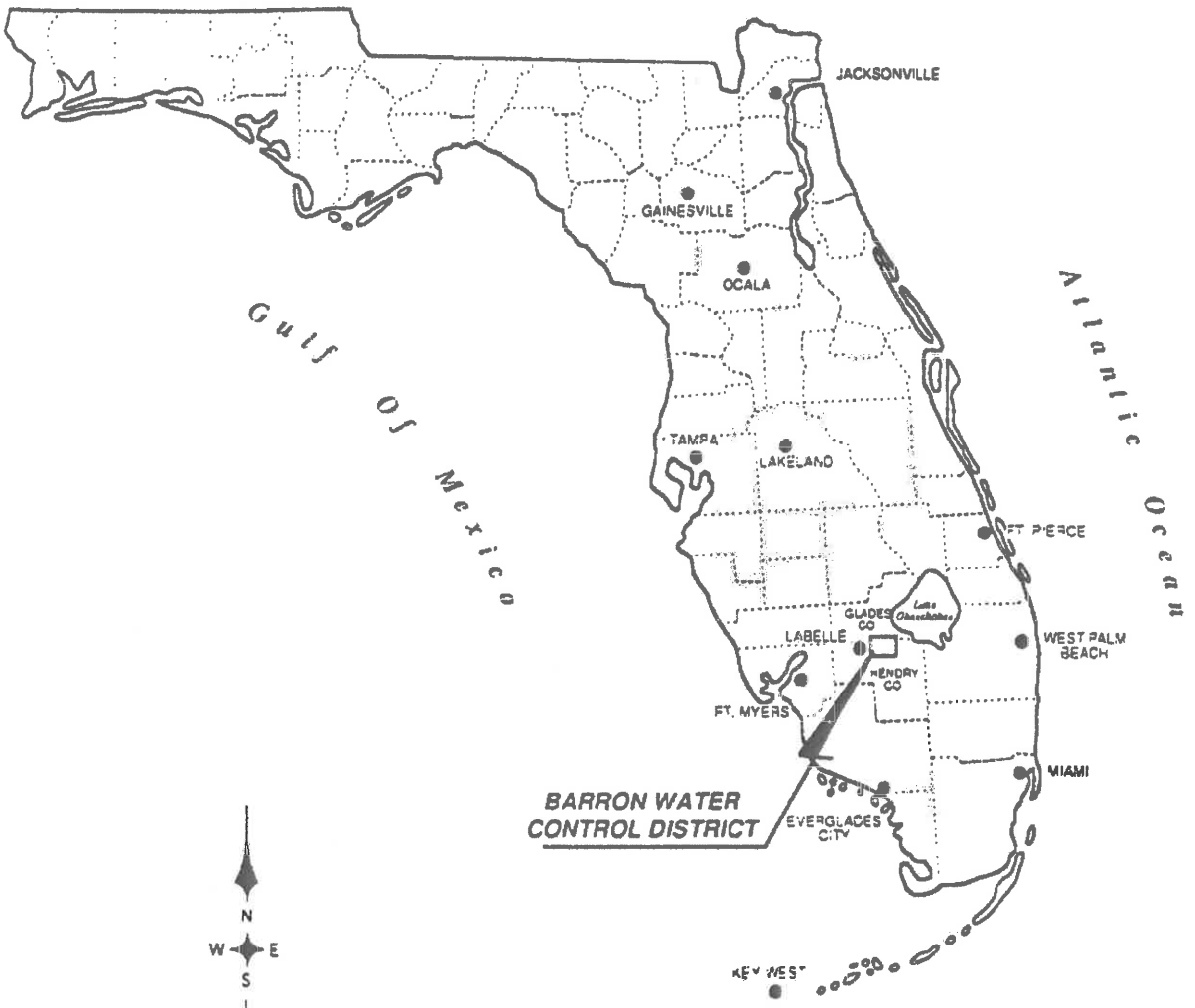
FL 9805839 B 569 P 708
CO:HENDRY ST:FL

Lying within Basins 12, 13, 16 & 17, and lying between Basins 11 & 12, 14 & 15, 13 & 14, 18 & 19, 17 & 18, 15 & 17, and 14 & 18, as depicted in the January 4, 1994 Revised Engineering Report for the Amended Plan of Water Management for Barron Water Control District, adopted by the Circuit Court of Hendry County on May 24, 1994.

FL 9805839 B 569 P 709
CO:HENDRY ST:FL

PLATES

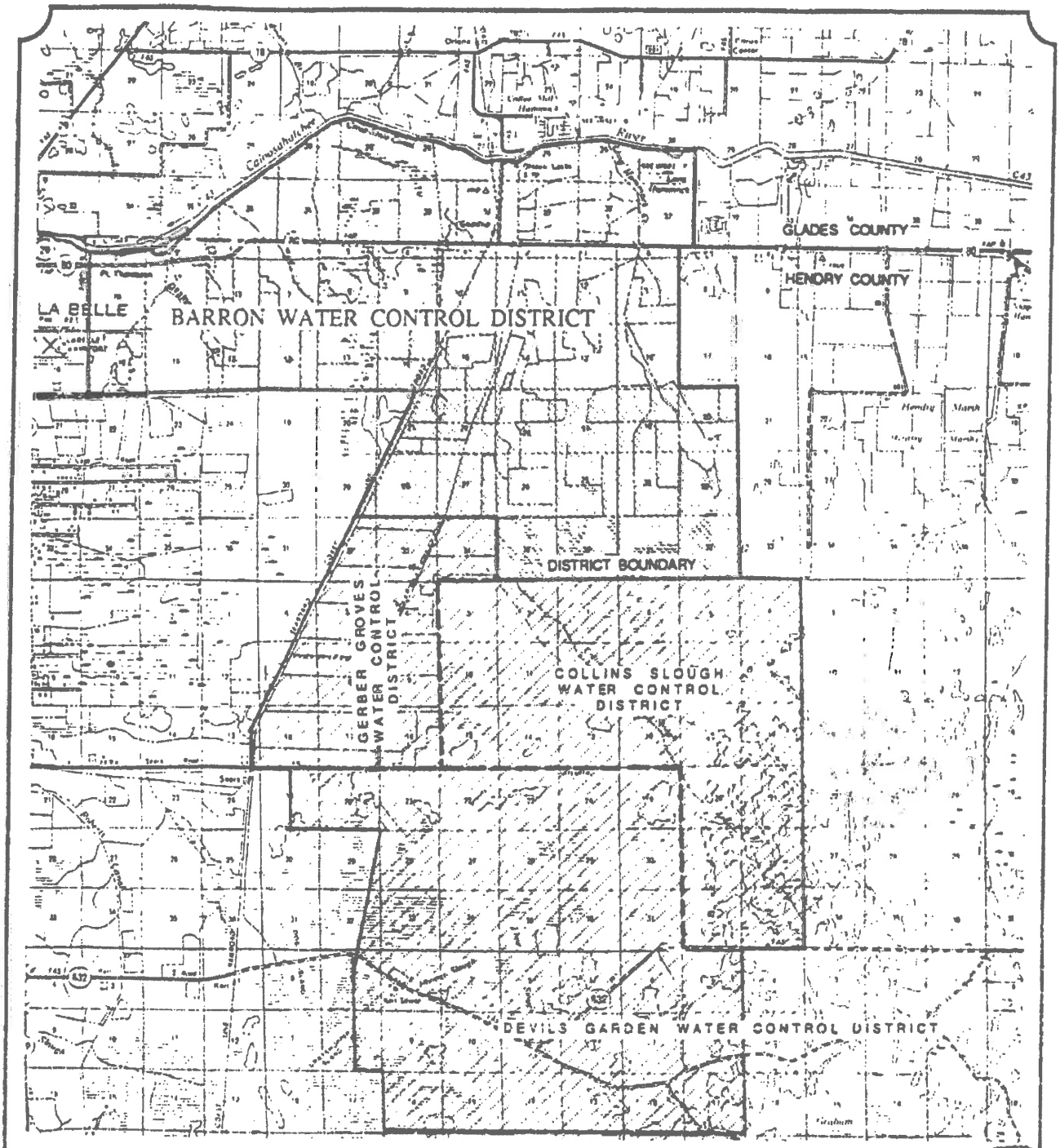
FL 98@5839 B 569 P 710
CO:HENDRY ST:FL



OCTOBER, 1997

LOCATION MAP
BARRON WATER CONTROL DISTRICT
GLADES-HENDRY COUNTIES, FLORIDA
PLATE NO. I

JOHNSON-PREWITT & ASSOCIATES, INC
ENGINEERS ◍ PLANNERS ● LAND SURVEYORS
P.O. BOX 1029 650 WEST VENTURA AVENUE, CLEWISTON, FLORIDA (813) 983-9188



OCTOBER, 1997

BARRON WATER CONTROL DISTRICT

AREAS SERVED THAT LIE OUTSIDE OF BARRON WATER CONTROL DISTRICT

N
W E
S

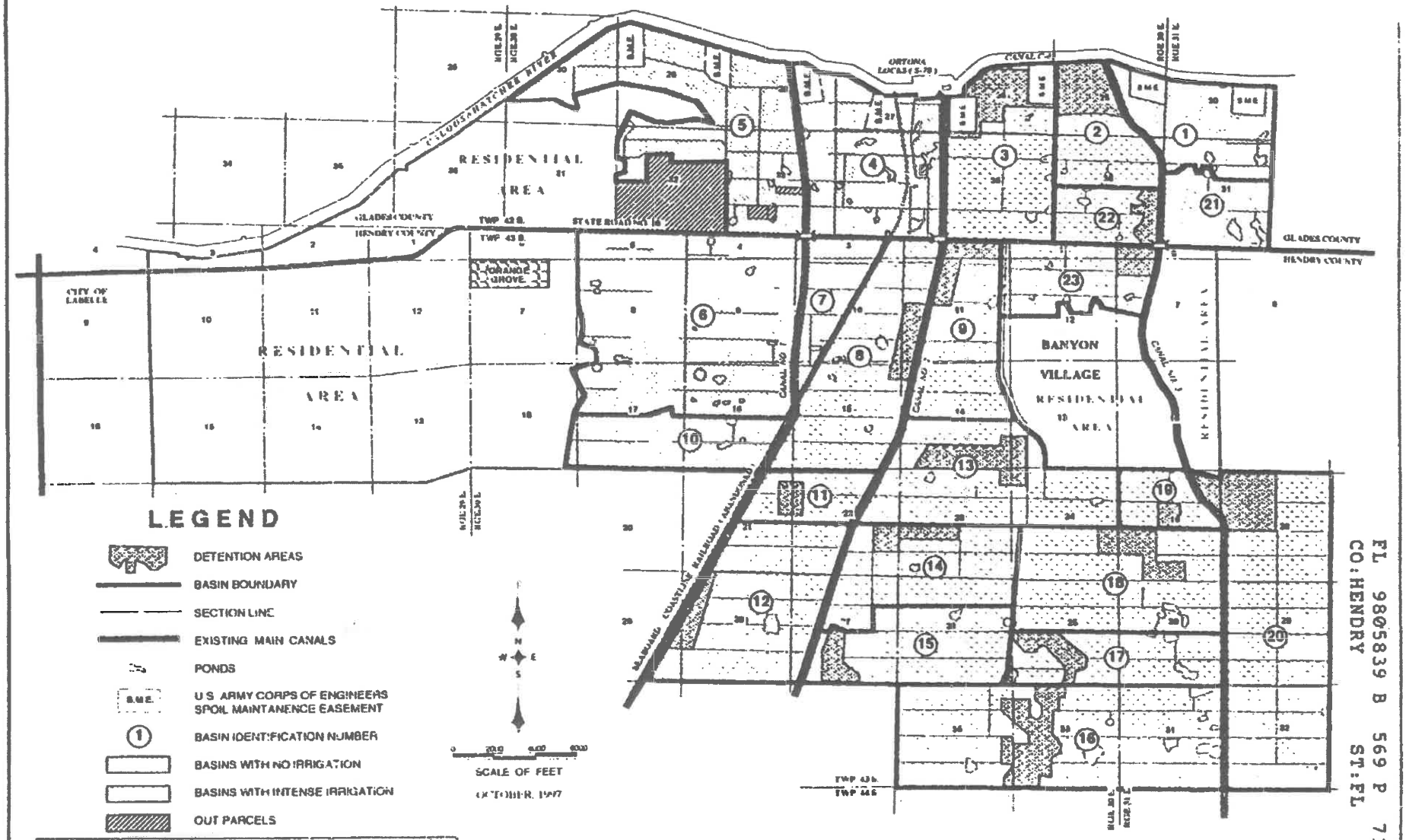
0 1 2 3
SCALE OF MILES

LOCATION MAP

BARRON WATER CONTROL DISTRICT
GLADES-HENDRY COUNTIES, FLORIDA
PLATE NO. II

JOHNSON-PREWITT & ASSOCIATES, INC
ENGINEERS ● PLANNERS ● LAND SURVEYORS
P.O. BOX 1029 850 WEST VENTURA AVENUE CLEWISTON, FLORIDA (813) 983-9188

FL 9805839 B 569 P 711
CO:HENDRY ST:FL



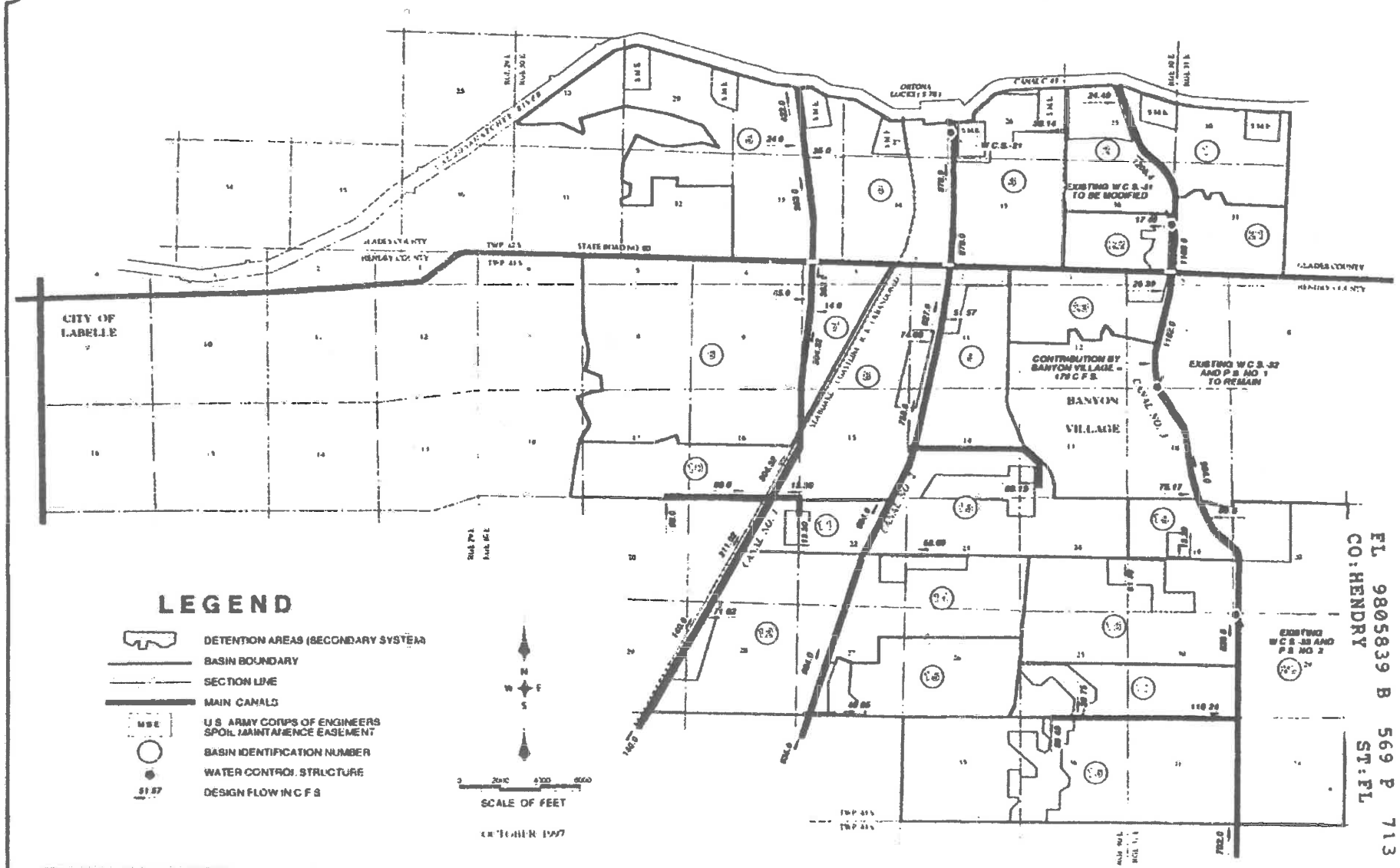
LEGEND

- DETENTION AREAS
- BASIN BOUNDARY
- SECTION LINE
- EXISTING MAIN CANALS
- PONDS
- S.M.E. — U S ARMY CORPS OF ENGINEERS SPOIL MAINTANENCE EASEMENT
- (1) — BASIN IDENTIFICATION NUMBER
- BASINS WITH NO IRRIGATION
- BASINS WITH INTENSE IRRIGATION
- OUT PARCELS

JOHNSON-PREWITT & ASSOCIATES, INC
ENGINEERS ● PLANNERS ● LAND SURVEYORS

BASINS IN AMENDED PORTION
BARRON WATER CONTROL DISTRICT
GLADES-HENDRY COUNTIES, FLORIDA
PLATE NO. III

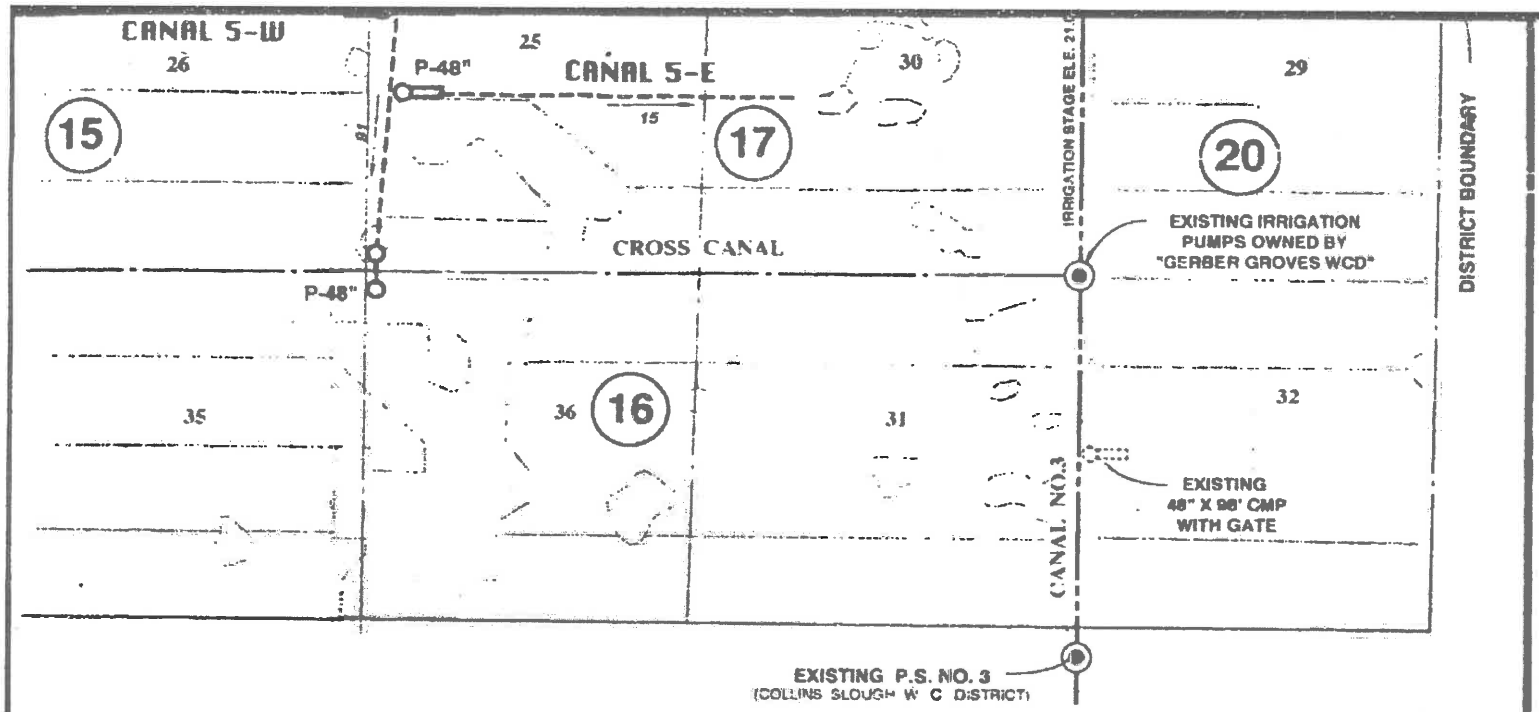
FL 9805839 B 569 P 712
CO:HENDRY ST:FL



FL 9805839 B 569 P 713
CO:HENDRY
ST:FL

JOHNSON-PREWITT & ASSOCIATES, INC
ENGINEERS • PLANNERS • LAND SURVEYORS

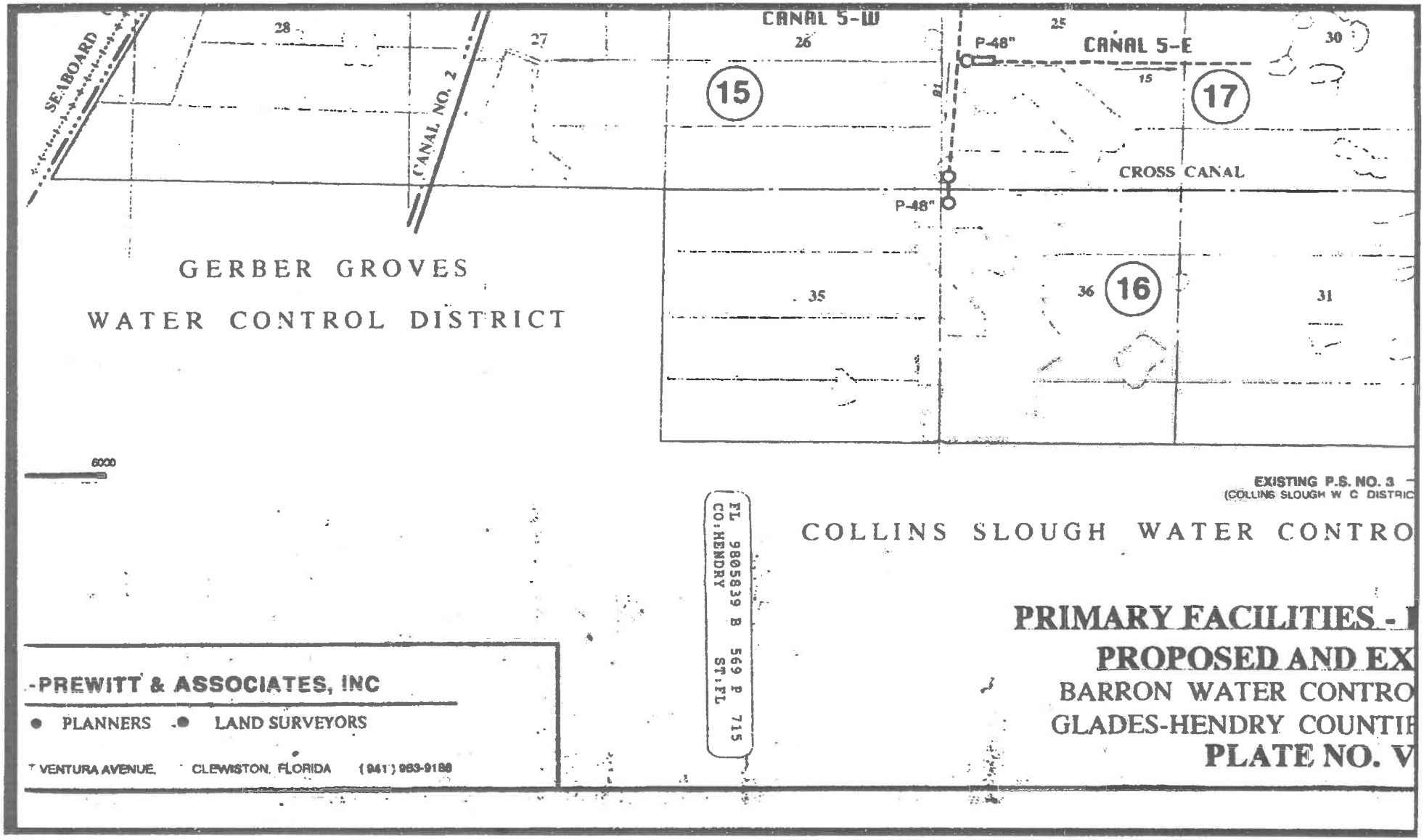
PROPOSED PRIMARY FACILITIES WITH FLOW
BARRON WATER CONTROL DISTRICT
GLADES-HENDRY COUNTIES, FLORIDA
PLATE NO. IV



COLLINS SLOUGH WATER CONTROL DISTRICT

PRIMARY FACILITIES - IRRIGATION
PROPOSED AND EXISTING
BARRON WATER CONTROL DISTRICT
GLADES-HENDRY COUNTIES, FLORIDA
PLATE NO. V

FL 9805839 B 569 P 714
CO:HENDRY ST:FL


SEABOARD
CANAL NO. 2
CANAL 5-W
CANAL 5-E
P-48"
P-48"
CROSS CANAL
15
16
17
28
27
26
25
30
35
36
31
GERBER GROVES
WATER CONTROL DISTRICT
6000
EXISTING P.S. NO. 3
(COLLINS SLOUGH W C DISTRIC
COLLINS SLOUGH WATER CONTRO
FL 9805839 B 569 P 715
CO:HENDRY ST:FL
PRIMARY FACILITIES -
PROPOSED AND EX
BARRON WATER CONTRO
GLADES-HENDRY COUNTI
PLATE NO. V
-PREWITT & ASSOCIATES, INC
PLANNERS
LAND SURVEYORS
VENTURA AVENUE, CLEWISTON, FLORIDA (941) 983-9188

ECONDARY SYS.)

RY DRAINAGE SYSTEM)

SYSTEM)

NUMBER

N STRUCTURE & DIAMETER (PRIMARY SYS.)

STRUCTURE & DIAMETER (PRIMARY SYS.)

WITH FLASHBOARD RISER (PRIMARY SYSTEM)

TH FLASHBOARD RISER (PRIMARY SYSTEM)

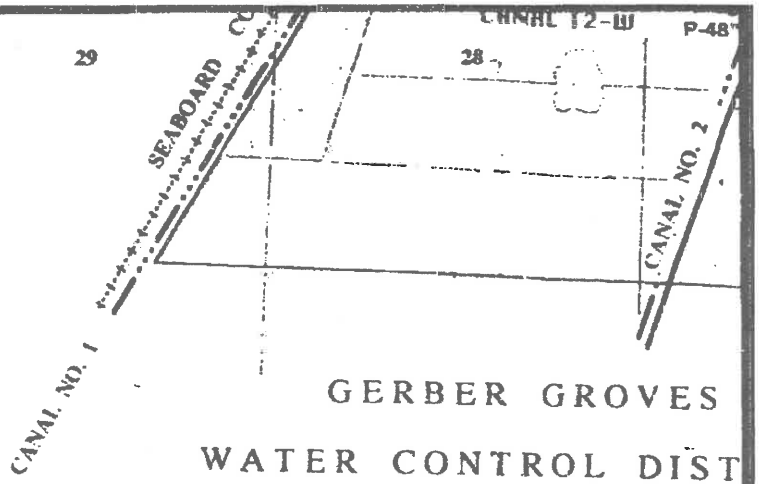
N PUMP STATION (PRIMARY SYS.)

N CANALS WITH FLOW IN CFS (PRIMARY SYSTEM)

CANALS WITH FLOW IN CFS (PRIMARY SYSTEM)

O OFF-SITE USERS & BASIN 20

ULTURAL AREA



GERBER GROVES

WATER CONTROL DIST

0 2000 4000 6000

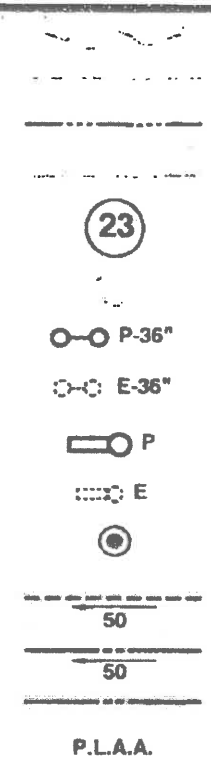
SCALE OF FEET
1" = 2000'
OCTOBER, 1997

FL 9805839 B 559 P 716
CO:HENDRY ST.FL

JOHNSON-PREWITT & ASSOCIATES, INC

ENGINEERS • PLANNERS • LAND SURVEYORS

P O BOX 1029 · 650 WEST VENTURA AVENUE, · CLEWISTON, FLORIDA · (941) 983-9186



DETENTION AREAS (SECONDARY SYS.)

SECTION LINE

MAIN CANALS (PRIMARY DRAINAGE SYSTEM)

CANALS (SECONDARY SYSTEM)

23 BASIN IDENTIFICATION NUMBER

PONDS

P-36" PROPOSED IRRIGATION STRUCTURE & DIAMETER (PRIMARY SYS.)

E-36" EXISTING IRRIGATION STRUCTURE & DIAMETER (PRIMARY SYS.)

P PROPOSED CULVERT WITH FLASHBOARD RISER (PRIMARY SYSTEM)

E EXISTING CULVERT WITH FLASHBOARD RISER (PRIMARY SYSTEM)

PROPOSED IRRIGATION PUMP STATION (PRIMARY SYS.)

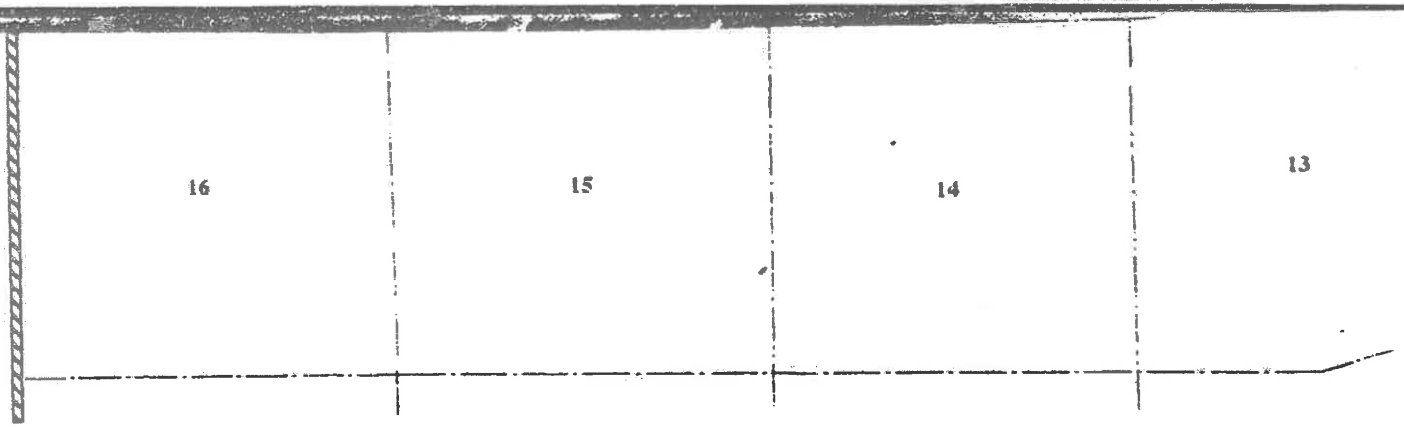
50 PROPOSED IRRIGATION CANALS WITH FLOW IN CFS (PRIMARY SYSTEM)

50 EXISTING IRRIGATION CANALS WITH FLOW IN CFS (PRIMARY SYSTEM)

CONVEYANCE CANAL TO OFF-SITE USERS & BASIN 20

P.L.A.A. PORT LABELLE AGRICULTURAL AREA

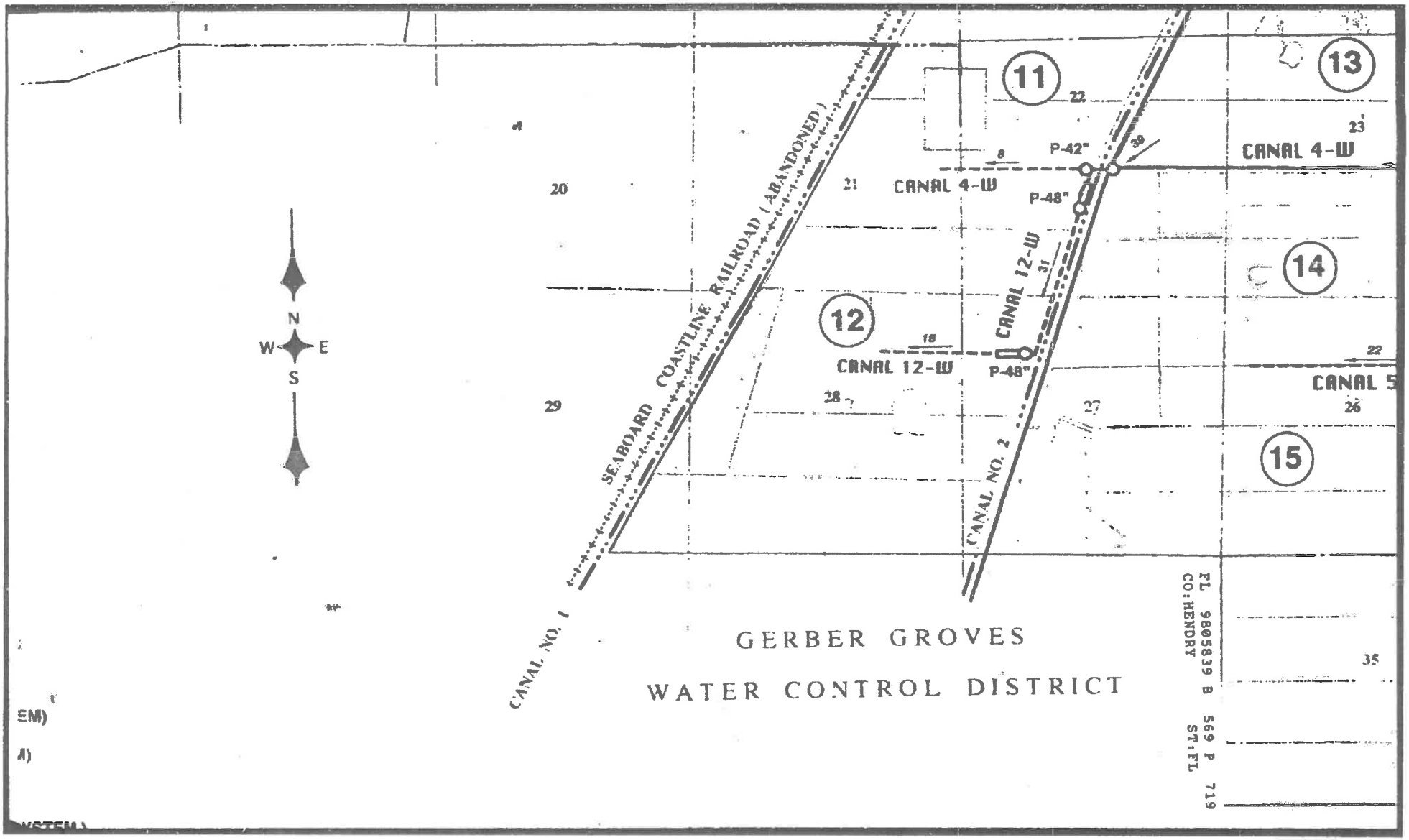
FL 9805839 B 569 P 717
CO:HENDRY ST:FL

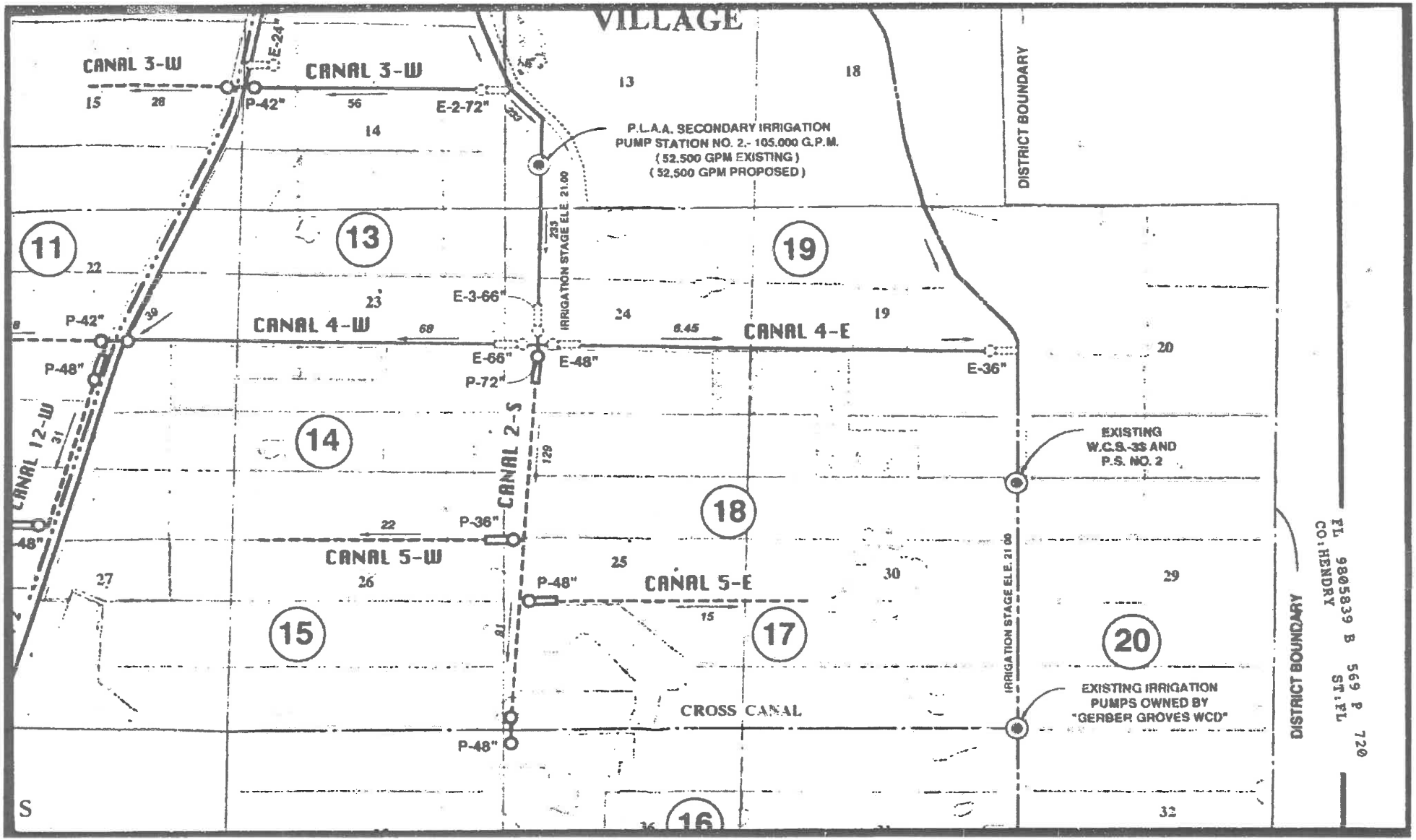


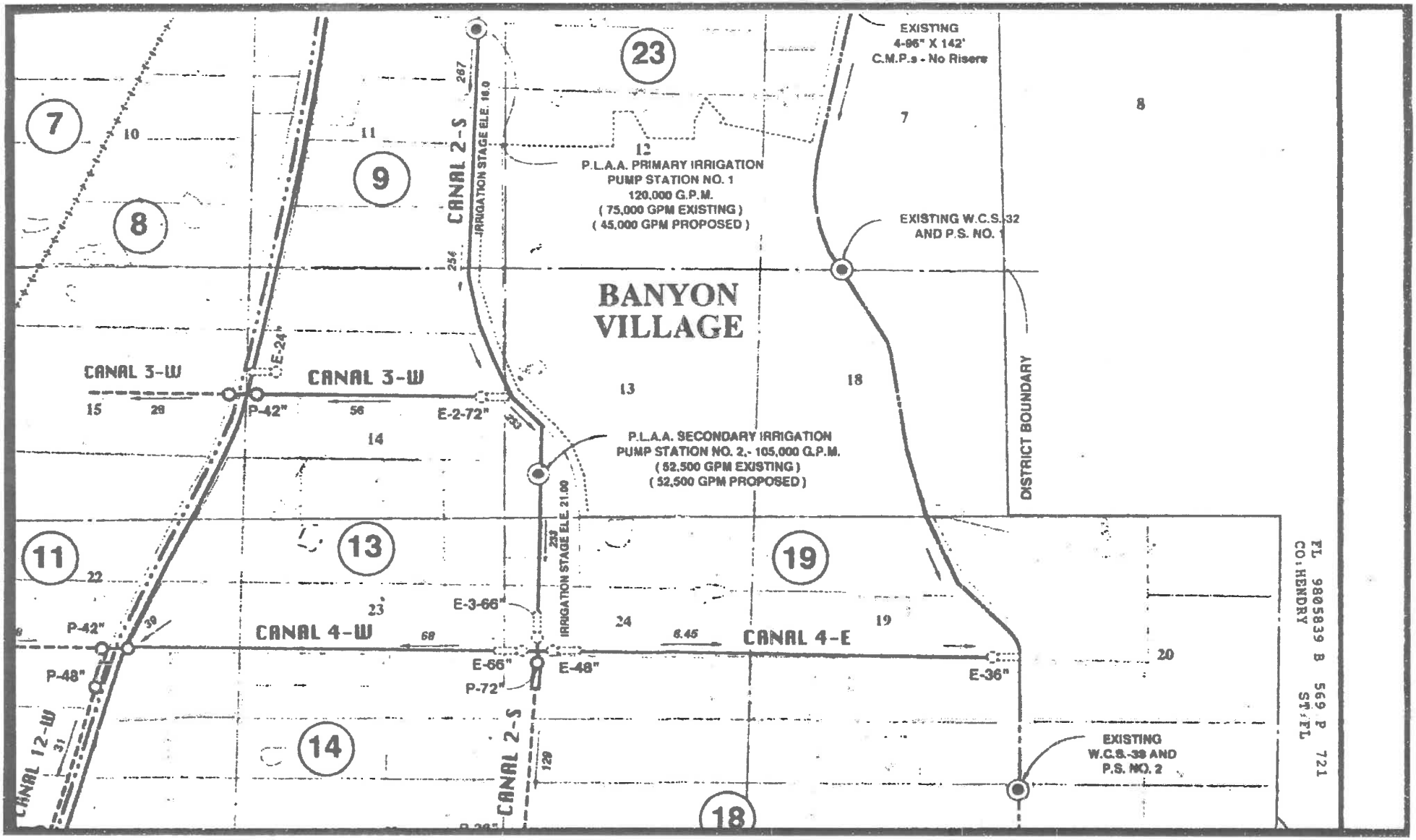
LEGEND

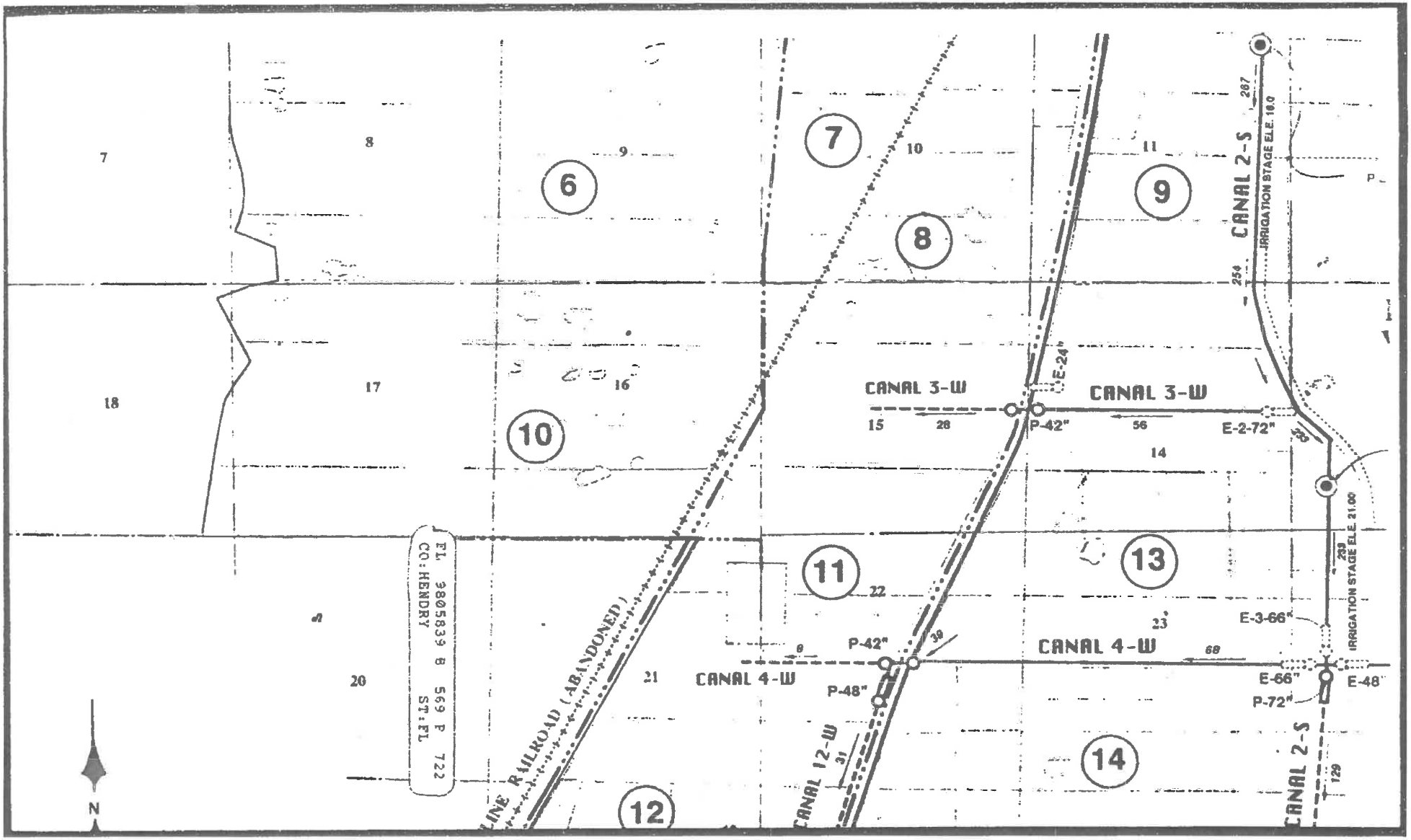
- DETENTION AREAS (SECONDARY SYS.)
- SECTION LINE
- MAIN CANALS (PRIMARY DRAINAGE SYSTEM)
- CANALS (SECONDARY SYSTEM)
- (23) BASIN IDENTIFICATION NUMBER
- PONDS

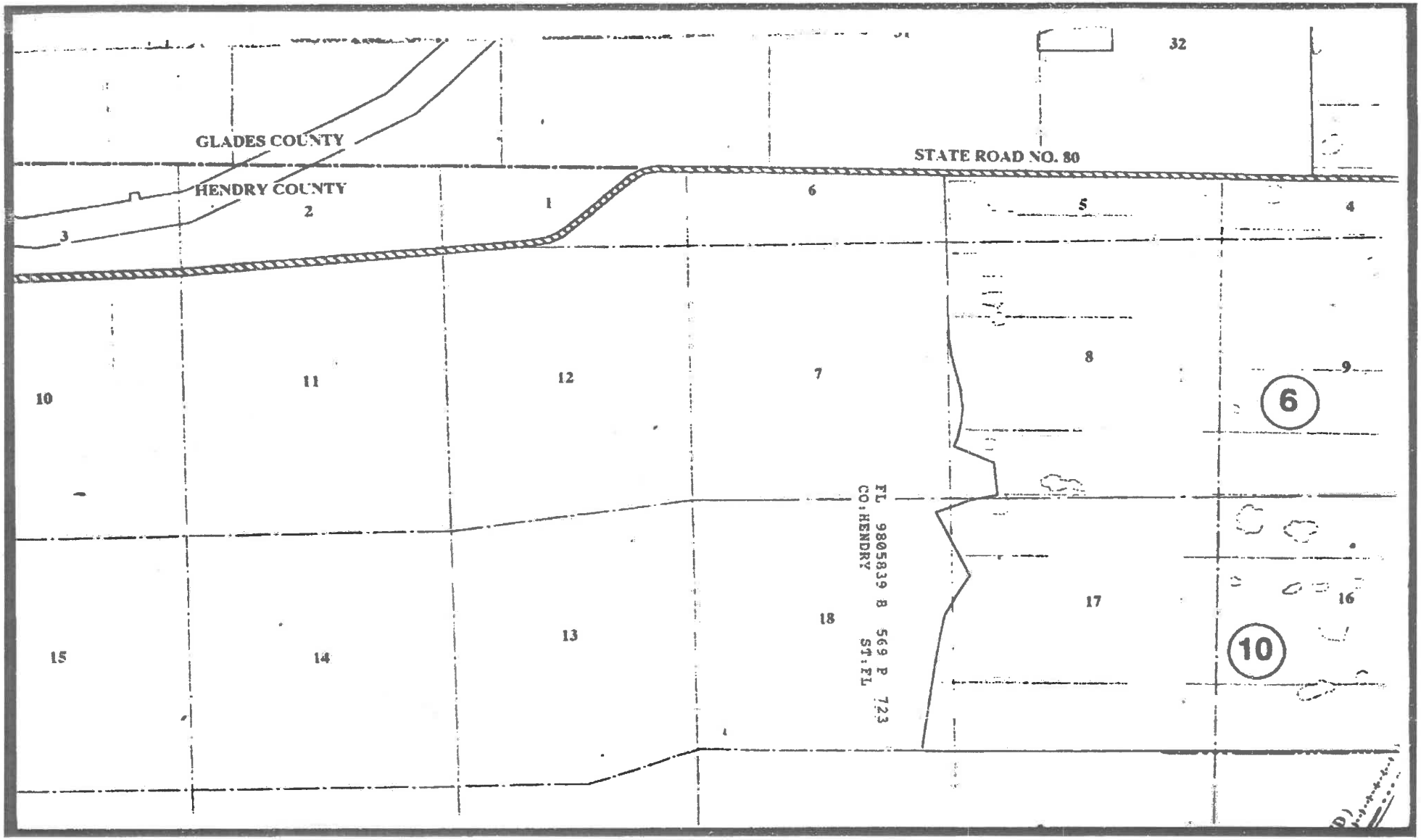
FL 9805839 B 569 P 718
CO:HENDRY ST:FL

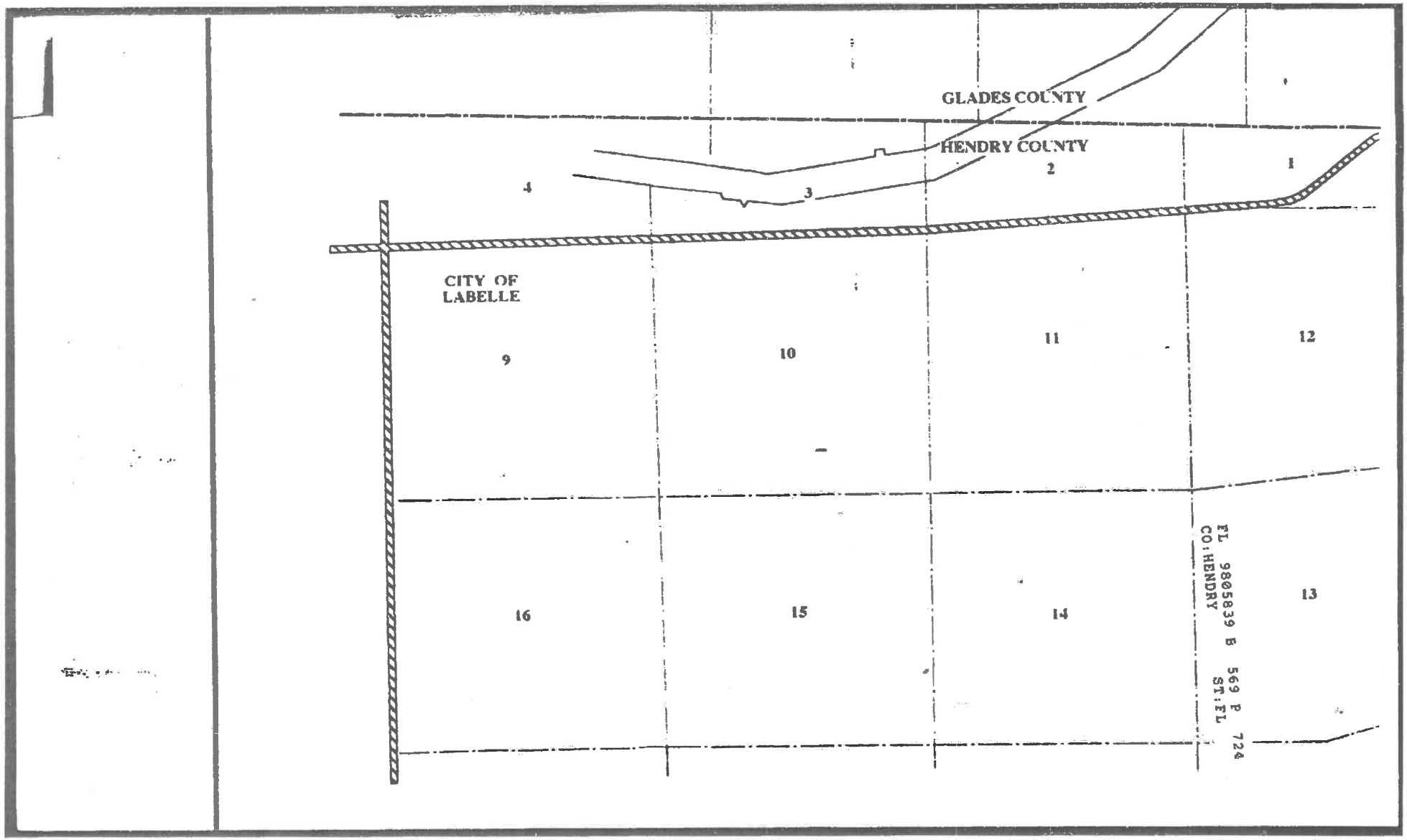

N
W
E
S
11
12
13
14
15
22
23
20
21
29
28
27
26
35
P-42"
P-48"
P-48"
CANAL 4-W
CANAL 4-W
CANAL 12-W
CANAL 12-W
CANAL 5
SEABOARD COASTLINE RAILROAD (ABANDONED)
CANAL NO. 1
CANAL NO. 2
GERBER GROVES
WATER CONTROL DISTRICT
FL 9805839 B 569 P 719
CO:HENDRY ST:FL

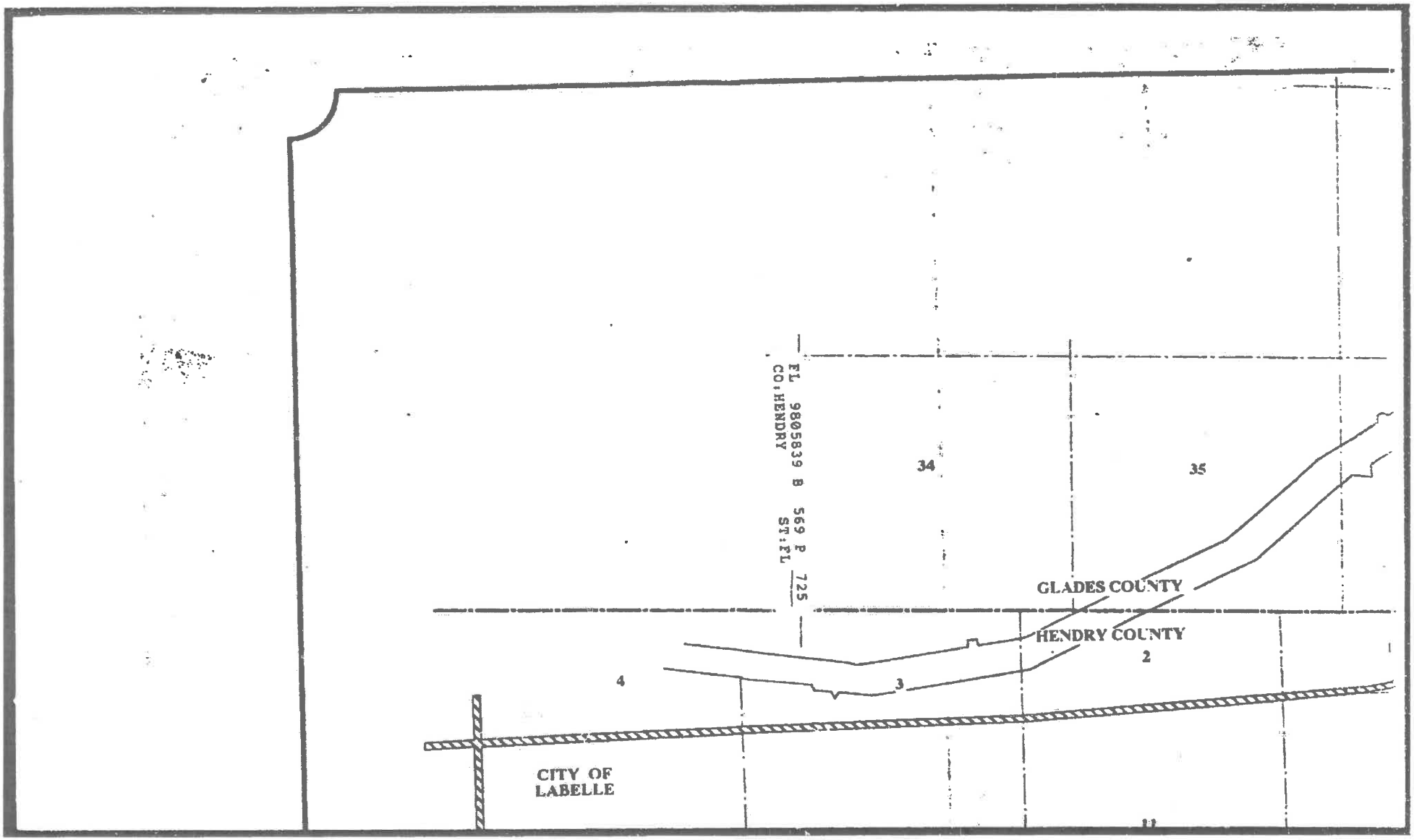

VILLAGE
CANAL 3-W
CANAL 3-W
E-24"
15
28
P-42"
56
E-2-72"
14
13
18
P.L.A.A. SECONDARY IRRIGATION
PUMP STATION NO. 2.- 105.000 G.P.M.
(52.500 GPM EXISTING)
(52.500 GPM PROPOSED)
DISTRICT BOUNDARY
IRRIGATION STAGE ELE. 21.00
235
11
13
19
22
23
E-3-66"
24
19
P-42"
39
CANAL 4-W
69
6.45
CANAL 4-E
P-48"
E-66"
P-72"
E-48"
E-36"
20
CANAL 12-W
31
14
CANAL 2-S
129
EXISTING
W.C.S.-3S AND
P.S. NO. 2
18
22
P-36"
CANAL 5-W
25
30
29
27
26
P-48"
CANAL 5-E
15
15
17
20
81
IRRIGATION STAGE ELE. 21.00
EXISTING IRRIGATION
PUMPS OWNED BY
"GERBER GROVES WCD"
CROSS CANAL
DISTRICT BOUNDARY
P-48"
FL 9805839 B 569 P 720
CO. HENDRY ST. FL
S
16
32

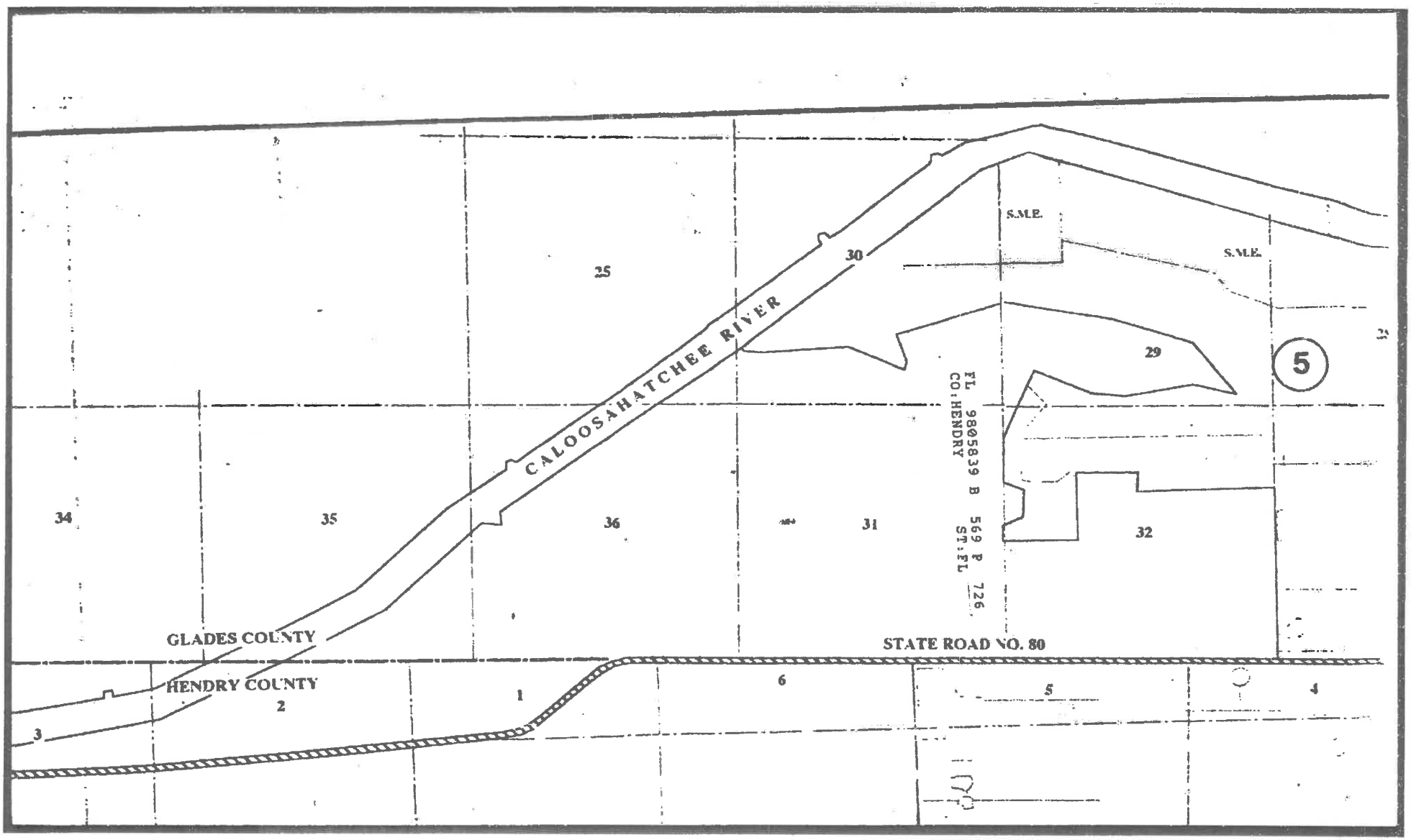

BANYON VILLAGE
EXISTING 4-96" X 142' C.M.P.s - No Risers
P.L.A.A. PRIMARY IRRIGATION PUMP STATION NO. 1
120,000 G.P.M.
(75,000 GPM EXISTING)
(45,000 GPM PROPOSED)
EXISTING W.C.S.-32 AND P.S. NO. 1
P.L.A.A. SECONDARY IRRIGATION PUMP STATION NO. 2,- 105,000 G.P.M.
(52,500 GPM EXISTING)
(52,500 GPM PROPOSED)
DISTRICT BOUNDARY
EXISTING W.C.S.-39 AND P.S. NO. 2
CANAL 2-S
CANAL 3-W
CANAL 4-W
CANAL 4-E
CANAL 12-W
IRRIGATION STAGE ELE. 18.0
IRRIGATION STAGE ELE. 21.00
E-24"
P-42"
E-2-72"
E-3-66"
E-66"
P-72"
E-48"
P-48"
E-36"
FL 9805839 B 569 P 721
CO. HENDRY ST. FL

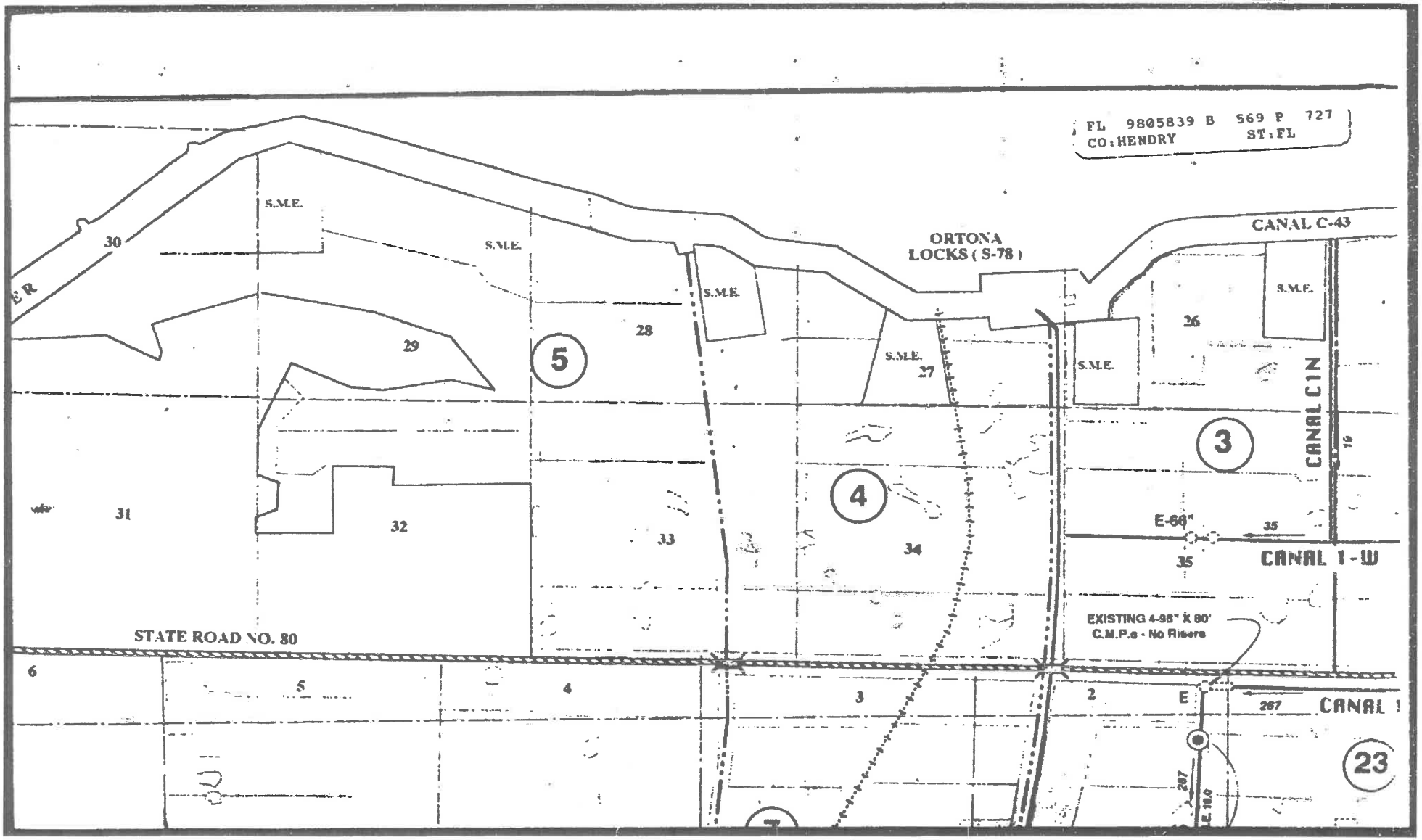

CANAL 2-S
IRRIGATION STAGE ELE. 18.0
CANAL 3-W
CANAL 3-W
P-42"
E-2-72"
E-24"
CANAL 4-W
CANAL 4-W
P-42"
P-48"
E-3-66"
E-66"
E-48"
P-72"
IRRIGATION STAGE ELE. 21.00
CANAL 12-W
CANAL 2-S
LINE RAILROAD (ABANDONED)
FL 3805839 B 569 P 722
CO:HENDRY ST:FL
N
6
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11
12
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14

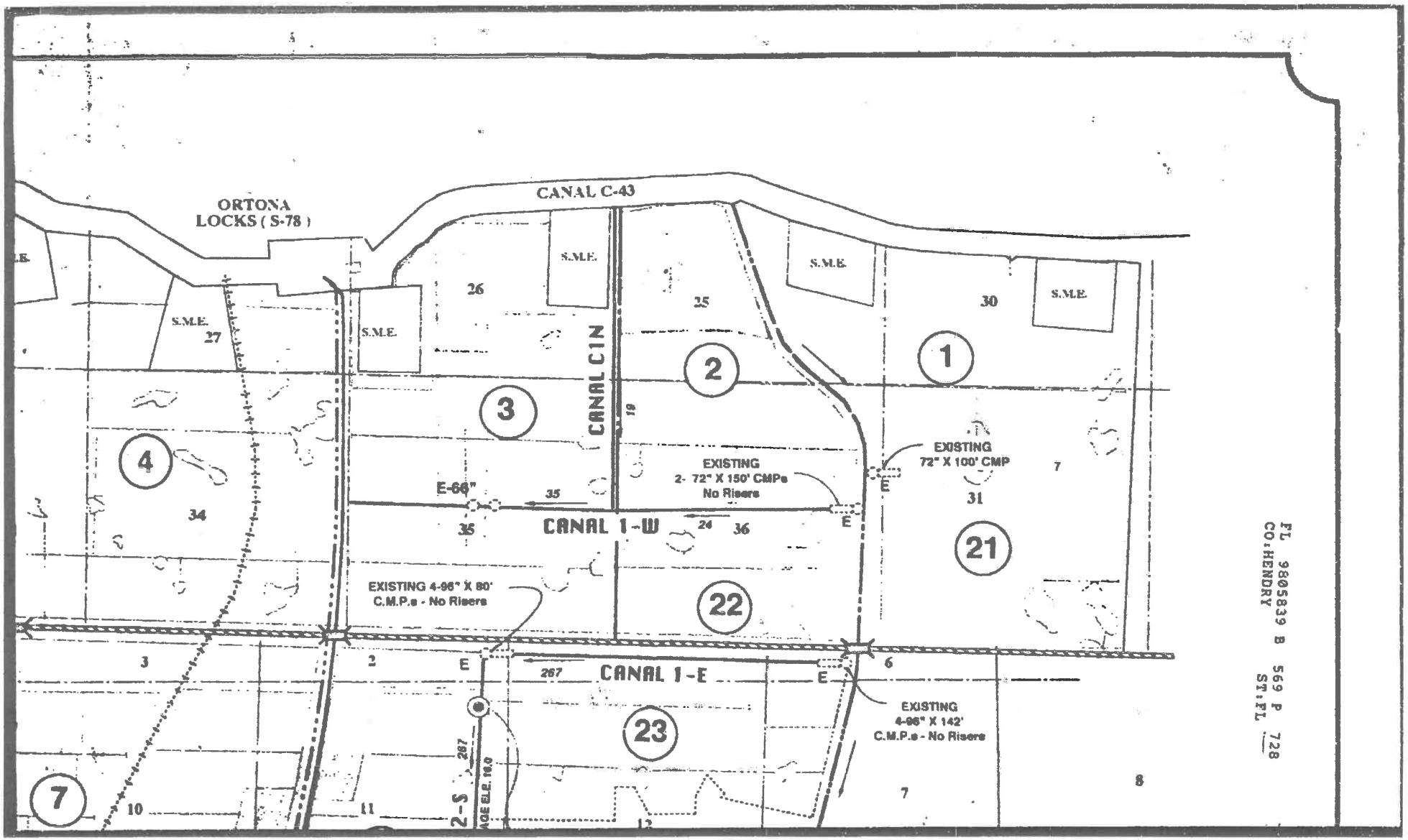

GLADES COUNTY
HENDRY COUNTY
STATE ROAD NO. 80
32
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
6
10
FL 9805839 B 569 P 723
CO:HENDRY ST:FL


GLADES COUNTY
HENDRY COUNTY
1
2
3
4
CITY OF
LABELLE
9
10
11
12
13
14
15
16
FL 9805839 B 569 P 724
CO:HENDRY ST:FL

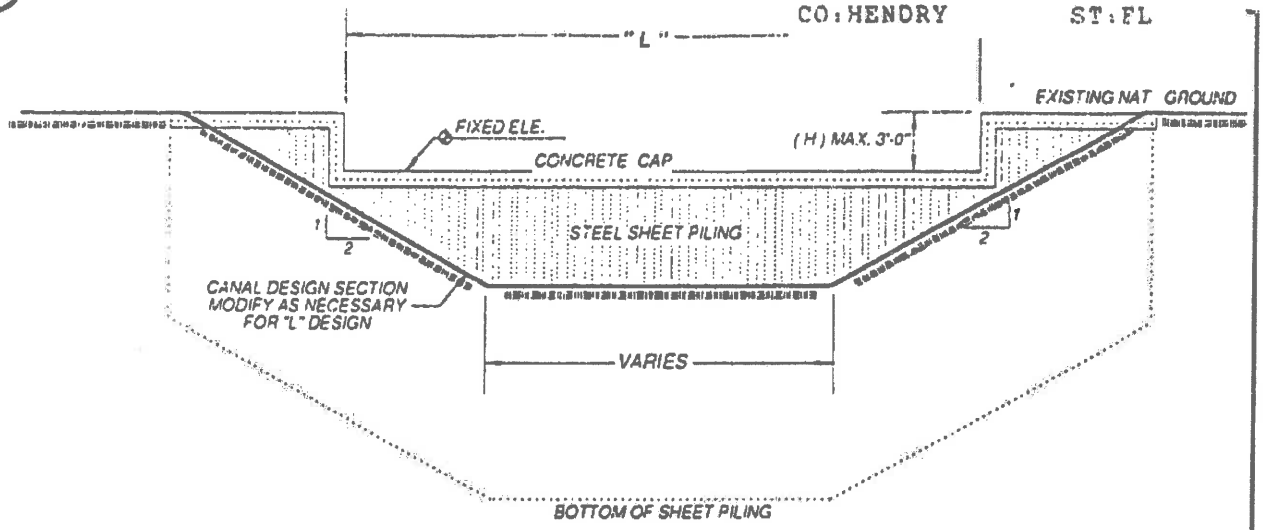

FL 9805839 B 569 P 725
CO:HENDRY ST:FL
34
35
GLADES COUNTY
HENDRY COUNTY
2
3
4
CITY OF
LABELLE
11


CALOOSAHATCHEE RIVER
S.M.E.
S.M.E.
25
30
29
5
FL
9805839 B
569 P
726
CO. HENDRY
ST. FL
34
35
36
31
32
GLADES COUNTY
HENDRY COUNTY
STATE ROAD NO. 80
2
1
6
5
4
3


FL 9805839 B 569 P 727
CO:HENDRY ST:FL
S.M.E.
S.M.E.
S.M.E.
S.M.E.
S.M.E.
S.M.E.
ORTONA
LOCKS (S-78)
CANAL C-43
CANAL C-1N
CANAL 1-W
30
29
28
27
26
31
32
33
34
35
5
4
3
2
1
6
E-66"
35
35
EXISTING 4-96" X 80'
C.M.P.s - No Risers
STATE ROAD NO. 80
267
267
E
23
7


ORTONA
LOCKS (S-78)
CANAL C-43
S.M.E.
S.M.E.
S.M.E.
S.M.E.
S.M.E.
26
25
30
27
CANAL C1N
2
1
3
4
EXISTING
72" X 100' CMP
EXISTING
2- 72" X 150' CMPs
No Risers
E-66"
35
34
35
CANAL 1-W
24
36
31
21
EXISTING 4-96" X 80'
C.M.P.s - No Risers
22
3
2
E
267
CANAL 1-E
E
6
EXISTING
4-96" X 142'
C.M.P.s - No Risers
23
287
2-S
7
10
11
12
7
8
FL 9805839 B 569 P 728
CO:HENDRY ST:FL

FL 9805839 B 569 P 729
CO:HENDRY ST:FL



TYPICAL SECTION

FIXED WEIR WATER CONTROL STRUCTURE

NOT TO SCALE

DESIGN FORMULA: $Q = 3.1\ L(H)^{1.5}$ $H = 3.0'$ MAX.

STRUCTURE	Q	L (MIN.)	FIXED ELEVATION
2-1	879	55	9.00

NOTE: THE WIDTH (L) AND THE HEIGHT (H) MAY BE CHANGED AS NEEDED TO BETTER FIT DESIGN CONDITIONS.

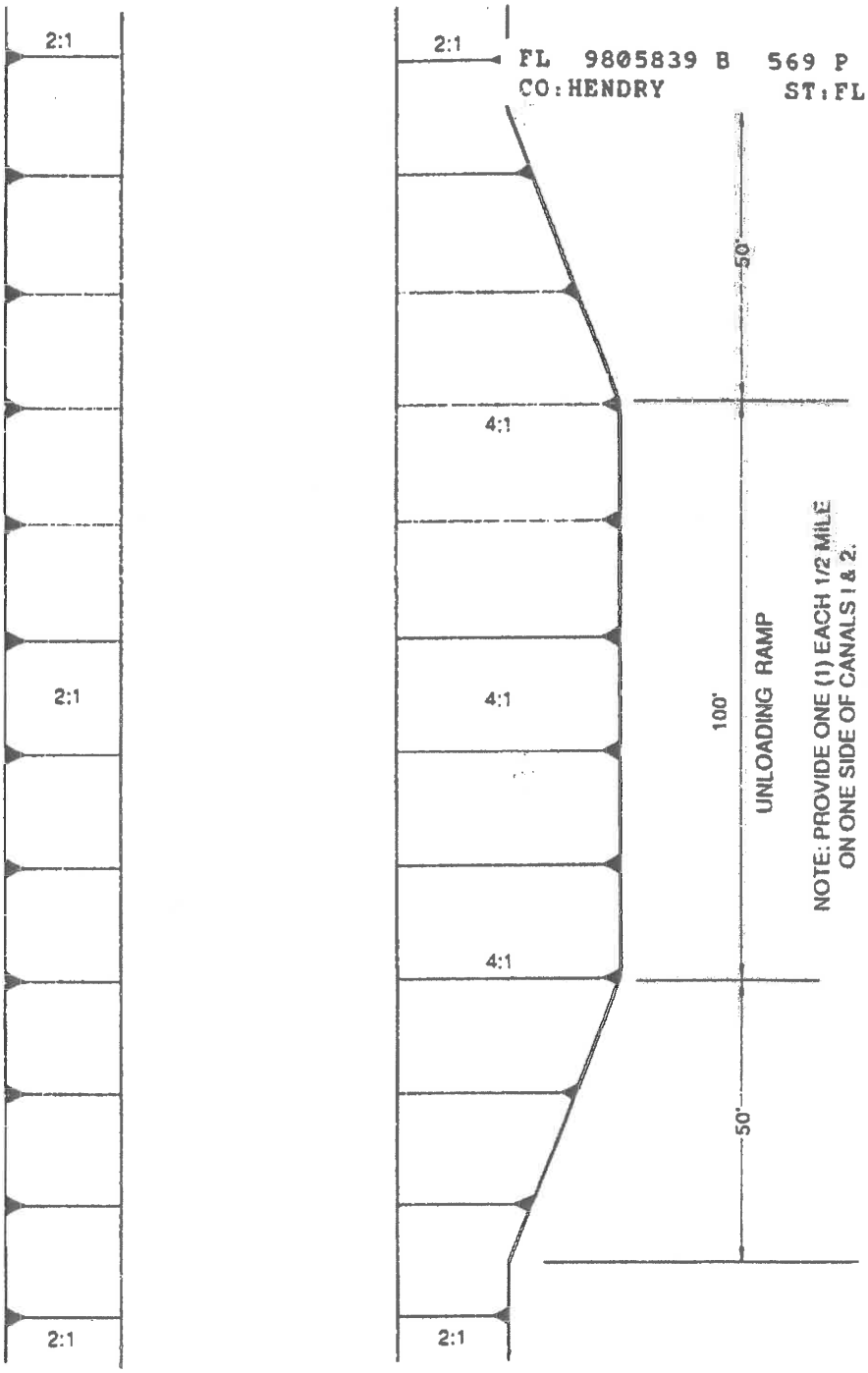
TYPICAL WATER CONTROL STRUCTURE DESIGN

BARRON WATER CONTROL DISTRICT
GLADES-HENDRY COUNTIES, FLORIDA
PLATE NO. VI

OCTOBER, 1997

JOHNSON-PREWITT & ASSOCIATES, INC
ENGINEERS ● PLANNERS ● LAND SURVEYORS
P.O. BOX 1029 650 WEST VENTURA AVENUE CLEWISTON, FLORIDA (813) 983-9188

FL 9805839 B 569 P 730
CO:HENDRY ST:FL



PLAN VIEW

FOR AQUATIC VEGETATION HARVESTOR UNLOADING

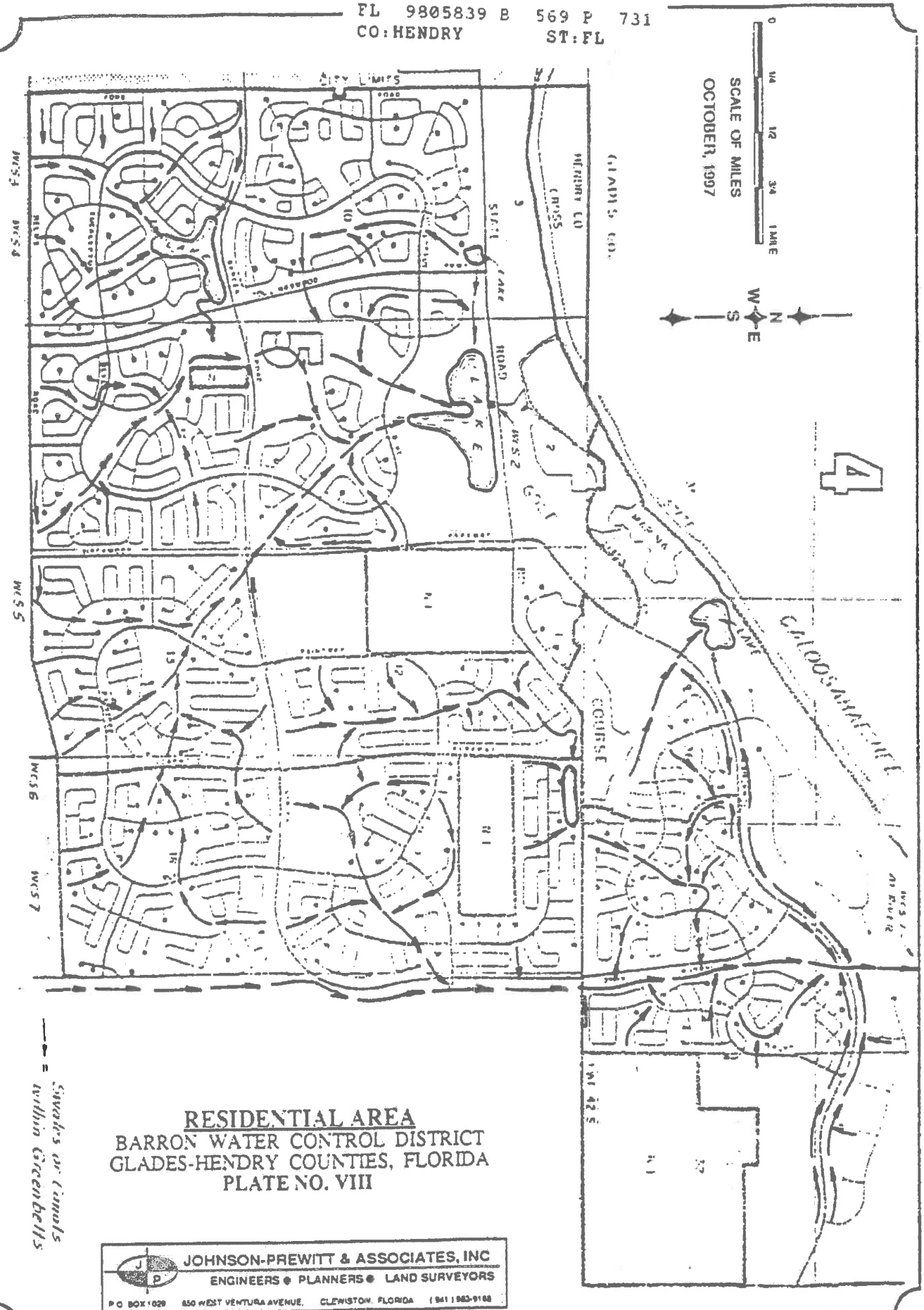
BARRON WATER CONTROL DISTRICT
GLADES-HENDRY COUNTIES, FLORIDA

PLATE NO. VII

OCTOBER, 1997

JOHNSON-PREWITT & ASSOCIATES, INC
ENGINEERS ● PLANNERS ● LAND SURVEYORS
P O BOX 1029 850 WEST VENTURA AVENUE CLEWISTON, FLORIDA (813) 983-9166

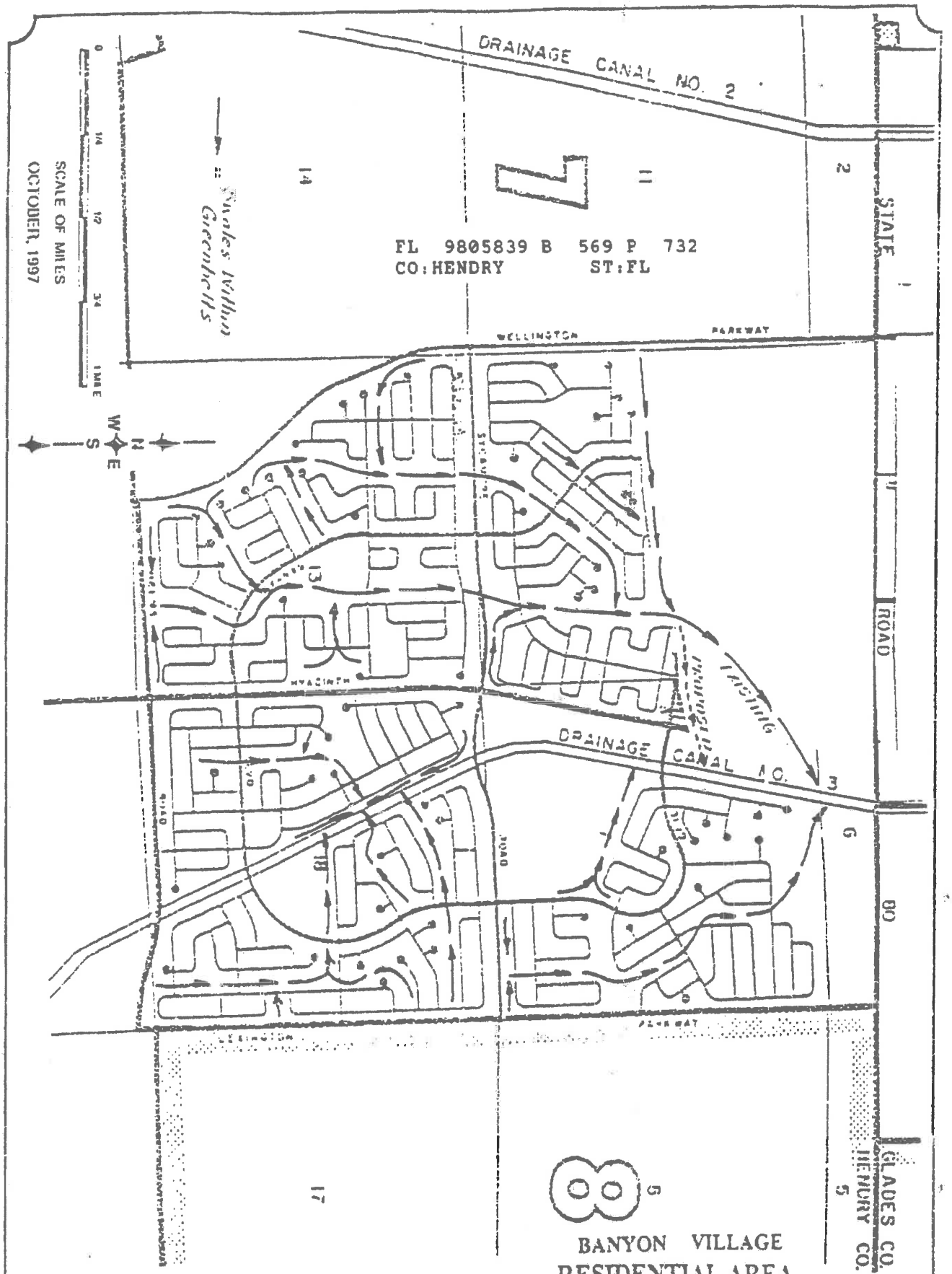
FL 9805839 B 569 P 731
CO:HENDRY ST:FL



RESIDENTIAL AREA
BARRON WATER CONTROL DISTRICT
GLADES-HENDRY COUNTIES, FLORIDA
PLATE NO. VIII

Streets in Green Acres within Canals

JOHNSON-PREWITT & ASSOCIATES, INC
ENGINEERS ● PLANNERS ● LAND SURVEYORS
P.O. BOX 1029 850 WEST VENTURA AVENUE, CLEWISTON, FLORIDA (941) 983-9188



BANYON VILLAGE

RESIDENTIAL AREA

BARRON WATER CONTROL DISTRICT
GLADES-HENDRY COUNTIES, FLORIDA
PLATE NO. IX

JOHNSON-PREWITT & ASSOCIATES, INC
ENGINEERS • PLANNERS • LAND SURVEYORS
P.O. BOX 1029 850 WEST VENTURA AVENUE CLEWISTON FLORIDA (941) 983-6186

FL 20005346 B 600 P 427
CO:HENDRY ST:FL

AGREEMENT

CHRISTINE PRATT CLERK
CO:HENDRY ST:FL
FILED AND RECORDED
DT 05/30/2000 TIME 15:35

THIS AGREEMENT ("Agreement") is made on May 27, 2000, between BARRON WATER CONTROL DISTRICT, an independent governmental district controlled and operating under Chapter 298, Florida Statutes ("BWCD"), and ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation ("AGC").

WHEREAS, BWCD, AGC and Port LaBelle Community Development District, a political subdivision of the State of Florida entered into an Agreement titled the 1996 Atlantic Gulf Communities Corporation, Barron Water Control District, and Port Labelle Community Development District Agreement and Grants of Easements and Releases of Easements and Rights of Way dated July 9, 1996 (the "Barron/Labelle/AGC Agreement") which provided in Paragraph 10 on Page 4 that AGC was to deed fee simple title to the property described in Exhibit "A" attached hereto and incorporated herein (the "Canal Land") and certain facilities described therein;

WHEREAS, there have been disputes between AGC and BWCD regarding Paragraph 10 on Page 4 of the Barron/LaBelle/AGC Agreement;

WHEREAS, in order to avoid litigation and to resolve and settle the dispute relating to the Canal Land, the parties agree to enter into this Agreement.

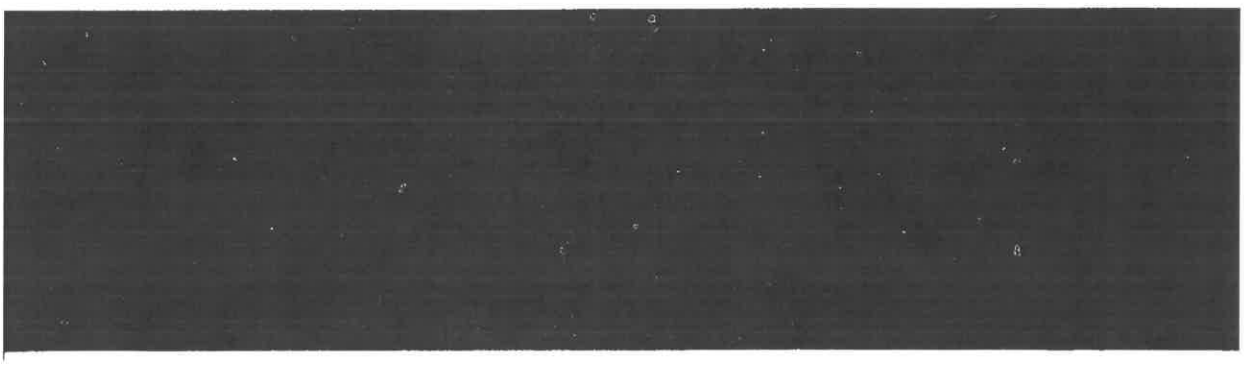
NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

I. AGREEMENT TO CONVEY.

1.1. Agreement to Convey. AGC hereby agrees to convey to BWCD and BWCD hereby agrees to accept from AGC, subject to the terms and conditions hereinafter set forth, certain parcels of land located in Glades and Hendry Counties, Florida (collectively, the "Counties"), more particularly described on Exhibits "A" (the "Canal Land"), and "B" (the "Quitclaim Land"), attached hereto and incorporated herein, together with all and singular the rights and appurtenances pertaining thereto, including any right, title and interest of AGC in and to adjacent streets, roads, alleys and rights-of-way. The land described on Exhibits "A" and "B", the rights, interests, fixtures and other properties described above, are sometimes collectively referred to herein as ("Property").

II. TITLE COMMITMENT AND SURVEY; PERMITTED EXCEPTIONS;

2.1. Preliminary Title Report. Within thirty (30) days after the date hereof, BWCD, at BWCD's expense, shall cause a title company mutually acceptable to the parties ("Title Company") to issue and deliver to BWCD an A.L.T.A. Form B owner's title commitment ("Title Commitment") proposing to insure the Canal Land in the amount of $3,000,000.00 accompanied by one copy of all documents affecting the



Canal Land, and which constitute exceptions to the Title Commitment. BWCD shall give AGC written notice on or before the expiration of the ten (10) days after BWCD's receipt of the Title Commitment that the condition of title as set forth in the Title Commitment is or is not satisfactory in accordance with standards for marketability of title accepted as authoritative by the Florida Bar and the Attorneys Title Insurance Fund (as set forth in its Fund Notes and related releases and publications) ("Title Standards"). Notwithstanding the foregoing, BWCD agrees to accept mineral, gas and oil rights vested in the State of Florida as permitted exceptions, as hereinafter defined. In the event that the condition of title is not acceptable, AGC shall pay the cost of the Title Commitment, and this Agreement shall be terminated and be of no further force and effect.

2.2. Permitted Exceptions. The Canal Land shall be conveyed to BWCD subject to no liens, charges, encumbrances, exceptions or reservations of any kind or character other than those acceptable to BWCD under Section 2.1 hereof ("Permitted Exceptions").

III. PROVISIONS WITH RESPECT TO CLOSING.

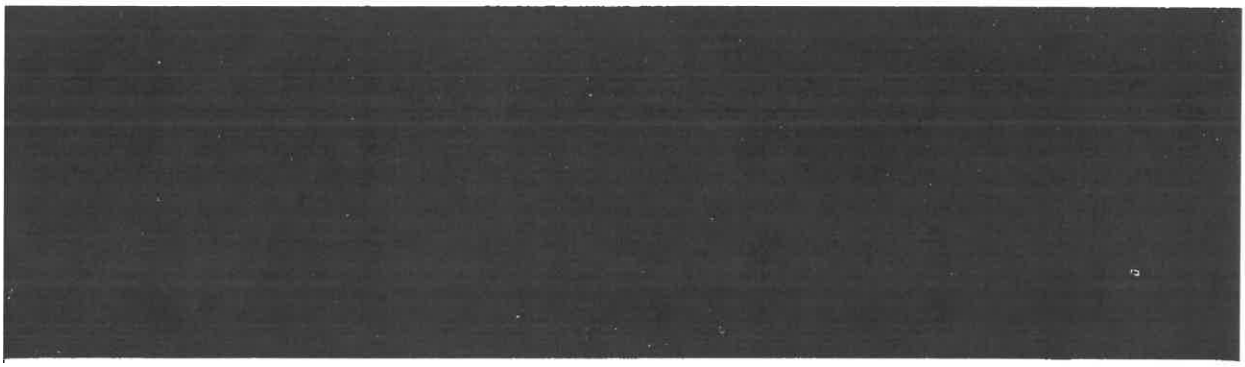
3.1. Closing Date. The consummation of the transaction contemplated by this Agreement ("Closing") shall take place at a location in a mutually agreeable time and place within fifteen (15) days from receipt of the Title Commitment unless Closing is extended by other provisions hereof.

3.2. AGC's Obligations at Closing. At Closing, AGC shall do the following:

(a) Execute, acknowledge and deliver to BWCD a special warranty deed conveying the Canal Land to BWCD subject only to the Permitted Exceptions, which deed shall be in form for recording with all required documentary stamps in the proper amount based on a fair market value of $157,500.00 provided for by AGC at AGC's expense.

(b) Execute, acknowledge and deliver to BWCD a quit claim deed conveying the Quitclaim Land to BWCD, which deed shall be in form for recording with all required documentary stamps in the proper amount based on a fair market value of $7,080.00 provided for by AGC at AGC's expense.

(c) Deliver to Title Company and BWCD a certified copy of the organic document (e.g. articles of incorporation, partnership agreement, trust agreement, etc.) and all amendments thereto, that legally formed AGC and/or pursuant to which AGC holds title to all or a portion of the Property, if required by the Title Company to insure the Canal Land.



(d) Deliver to Title Company and BWCD evidence satisfactory to it of AGC's authority to execute and deliver the documents necessary or advisable to consummate the transaction contemplated hereby.

(e) Execute and deliver to Title Company and BWCD duplicate original copies of an affidavit of no liens satisfactory to Title Company so as to cause Title Company to remove the "gap," construction lien, parties in possession and unrecorded easements standard exceptions from the Title Commitment.

(f) Deliver to BWCD copies of all licenses, permits, authorizations and approvals required by law that affect the Property and the original of each bill for current real estate taxes, which are currently in AGC's possession

(g) Execute and deliver to Title Company and BWCD a "non-foreign person" affidavit in compliance with regulations issued by the Internal Revenue Service.

(h) Execute and deliver to BWCD a waiver of its right to compensation or attorneys' fees in connection with BWCD's proposed condemnation of the WCS31 Land described in Exhibit "C" attached hereto and incorporated herein and an agreement for AGC to hold BWCD harmless as to any compensation awarded to any other persons or entities which have an interest in the WCS31 Land, including their attorney's fees, and releasing BWCD from any liability in connection with such proposed condemnation. In return for BWCD agreeing not to file condemnation proceedings until after January 1, 2001. This paragraph shall survive the Closing of this Agreement.

(i) Execute and deliver an assignment and assumption agreement as to the SFWMD Permits (hereinafter defined).

(j) Cooperate in good faith with BWCD with respect to the transfer of the SFWMD Permits (hereinafter defined). and agree to deliver other such documents and/or instruments as may be required or contemplated by this Agreement or may be reasonably requested by the Title Company to consummate this transaction and issue a Title Insurance Commitment and Policy on the Canal Land. This paragraph shall survive the Closing of this Agreement.

3.3. BWCD's Obligations at Closing. Subject to the terms, conditions and provisions hereof, and contemporaneously with the performance by AGC of its obligations set forth in Section 3.2 above, at Closing, BWCD shall do the following:

(a) BWCD shall deliver to AGC a release of its rights only with respect to Paragraph 10 Page 4 of the Barron/LaBelle/AGC Agreement between the parties dated July 9, 1996, which provides that AGC shall deliver fee simple title to the property and facilities described therein.

(b) BWCD shall accept transfer of and assume all obligations of the South Florida Water Management District ("SFWMD") Consumptive Use Permit #26-00510-W and the SFWMD Surface Water Permit, #26-00503-5 (collectively, the "SFWMD Permits"). This paragraph shall survive the Closing of this Agreement.

(c) Execute and deliver an assignment and assumption agreement as to the SFWMD Permits.

(d) Cooperate in good faith with AGC with respect to the transfer of the SFWMD Permits and agree to deliver other such documents and/or instruments as may be required or contemplated by this Agreement or may be reasonably requested by the Title Company to consummate this transaction and issue a Title Insurance Commitment and Policy on the Canal Land. This paragraph shall survive the Closing of this Agreement.

3.4. Closing Costs.

(a) AGC shall pay the following costs and expenses in connection with the Closing:

(i) All documentary stamps, if any, which are required to be affixed to the general warranty deed and quit claim deed;

(b) BWCD shall pay the following costs and expenses in connection with the Closing:

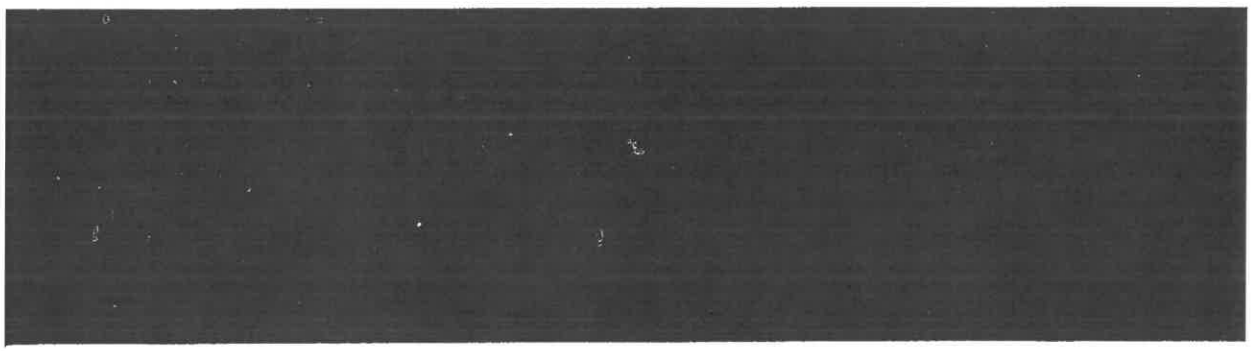
(i) The cost of recording the special warranty deed and quit claim deed; and

(ii) The premium payable for the Title Policy.

3.5. Proration of Taxes. Taxes for the year of Closing shall be prorated to the date of Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation.

IV. CONDITIONS TO CLOSING.

4.1. Conditions to BWCD's Obligations. The obligation of BWCD to consummate the Closing is subject to the satisfaction, as of Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by BWCD at or prior to Closing):



(a) Marketable Title. AGC has good, marketable, and insurable title to the Canal Land, free and clear of all mortgages, liens, encumbrances, leases, tenancies, security interests, covenants, conditions, restrictions, rights-of-way, easements, judgments and other matters affecting title except the Permitted Exceptions.

(b) Compliance by AGC. AGC shall have performed, observed and complied with all of the covenants, agreements and conditions required hereby to be performed, observed and complied with by AGC prior to or as of Closing.

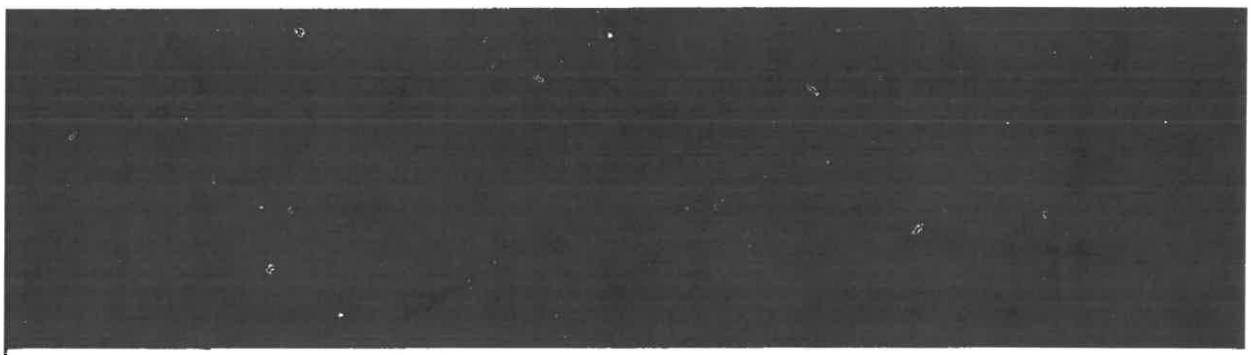
(c) Updated Title Commitment. BWCD shall have been furnished with the Title Commitment as required by Section 2.1 hereof, and such commitment shall be updated at BWCD's expense at Closing with such update showing no change in the status of title as previously approved by BWCD.

V. PROVISIONS WITH RESPECT TO FAILURE OF TITLE.

5.1. Failure of Title. If AGC shall be unable to convey title to the Property or any portion thereof on the Closing in accordance with the provisions hereof, AGC shall, on or prior to Closing, give notice of such inability (and the nature thereof) to BWCD, and BWCD may either (i) accept such title as AGC can convey, or (ii) terminate this Agreement, in which event the AGC shall pay the cost of the Title Commitment.

VI. BROKERAGE COMMISSIONS.

6.1. Brokerage Commissions. Each party represents to the other that no brokers have been involved in this transaction. The parties hereby agree that if any claims for brokerage commissions or fees are ever made against either party in connection with this transaction, each such claim shall be handled and paid by the party whose actions form the basis of such claim. Each party agrees to indemnify and hold harmless the other from and against any and all such claims asserted by any person, firm or corporation in connection herewith or the transaction contemplated hereby, including attorneys' fees (as defined in Section 7.12), and arising from the acts of the indemnifying party.



VII. OTHER CONTRACTUAL PROVISIONS.

7.1. Assignability. BWCD shall have the absolute right and authority to assign this Agreement and all of its rights hereunder to any person, firm, corporation or other entity, and any such assignee shall be entitled to all of the rights and powers of BWCD hereunder. Upon any such assignment, such assignee shall succeed to all of the rights and obligations of the assignor hereof and shall, for all purposes hereof, be substituted as and be deemed the BWCD, and BWCD shall be released from its obligations hereunder.

7.2. Notices. Any notice to be given to or served upon any party hereto, in connection herewith, must be in writing, and may be given by certified mail or guaranteed overnight delivery service, return receipt requested, and shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail or when delivered into the custody of the overnight delivery service; if given otherwise than by certified mail or guaranteed overnight delivery service, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Notices shall be given to the parties hereto at the following addresses:

FOR BWCD:

Barron Water Control District
Attn: Ralph Nicholson
3025 Dellwood Terrace
P. O. Box 1606
Labelle, FL 33975

FOR AGC:

Atlantic Gulf Communities
Corporation
Attn: Lisa Annes
4800 N. Federal Hwy.
Ste. 105E
Boca Raton, FL 33431

WITH A COPY TO:

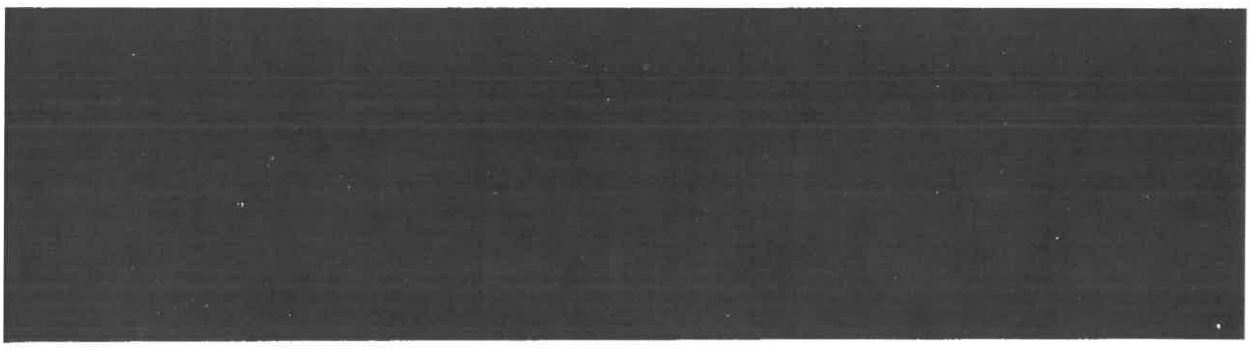
Johnson, Blakely, Pope,
Bokor, Ruppel & Burns, P.A.
Attn.: E.D. Armstrong III, Esq.
911 Chestnut St.
Clearwater, FL 33756

WITH A COPY TO:

Shutts & Bowen
Attn.: Arthur Menon, Esq.
250 Australian Ave. S.
Suite 500
West Palm Beach, FL 33401

Either party hereto may, at any time by giving five (5) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

7.3. Entire Agreement; Modification. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction



contemplated herein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

7.4. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of Florida.

7.5. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

7.6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns, provided that no assignment shall be made except in accordance with the provisions of Section 7.1 hereof.

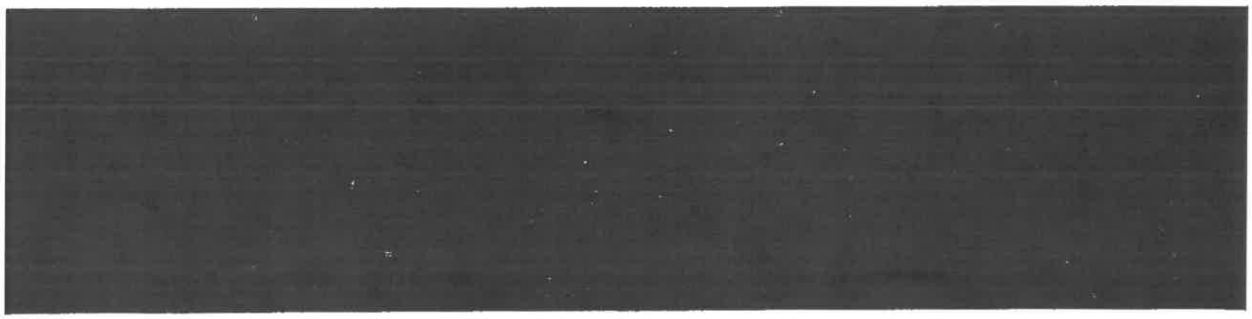
7.7. Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

7.8. Interpretation. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa, and the use of the terms "include," "includes" and "including" shall be without limitation to the items which follow.

7.9. Severability. In case any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7.10. Joint Drafting. The parties acknowledge that each has played an equal part in the negotiation and drafting of this Agreement, and in the event any ambiguities should be realized in the construction or interpretation of this Agreement, such ambiguities shall not be construed against either party solely on account of authorship.

7.11. Waiver. The waiver of one or more defaults by any party to this Agreement shall not be deemed a waiver of any subsequent default of the same or any other provision of this Agreement under the same or other circumstances.



7.12. Attorney's Fees, etc. In any suit by one party against the other relating to this Agreement, the party prevailing shall be entitled to recover from the other party all reasonable costs, charges and expenses, including attorneys' fees, the value of time charged by paralegals and/or other staff members operating under the supervision of an attorney, and other legal costs, expended or incurred in connection therewith, before, during and subsequent to any litigation, including arbitration and appellate proceedings, bankruptcy or similar debtor/creditor proceedings, and proceedings to enforce any indemnity agreement herein contained.

7.13. Memorandum of Agreement. No memorandum of agreement shall be filed in the public records.

7.14. Time is of the Essence. The parties acknowledge that time is of the essence for each time and date specifically set forth in this Agreement.

7.15. Execution Date. This Agreement shall be of no force and effect unless executed by AGC and BWCD on or before May 30, 2000.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written; provided, however, that for the purpose of determining "the date hereof," as used in this Agreement, such date shall be the last date any of the parties hereto executes this Agreement.

WITNESSES:

Print Name: Ralph Nicholsen

Print name: Linda M. Reecer

BARRON WATER CONTROL DISTRICT
an independent governmental district controlled and operating under Chapter 298, Florida Statutes

By: W. Harold Reecer
W. Harold Reecer, President

Date: May 27, 00

Print Name: Kim Hitt

Print name: Nancy L Carbaugh

ATLANTIC GULF COMMUNITIES CORPORATION, a Florida corporation

Print Name:

As:

Date:

05/18/00 d-10
02043.00776
#211219 v1 - BARRON AGREEMENTQ

[redacted]

EXHIBIT "A"

FL 20005346 B 600 P 435
CO:HENDRY ST:FL

SURVEYOR'S NOTES

DESCRIPTIONS SHOWN HEREON ARE NEW.
ALL DESCRIPTIONS SHOWN WERE BASED ON SURVEY DRAWINGS OF 23 AGRICULTURAL DEVELOPMENT BASINS WITHIN BARRON WATER CONTROL DISTRICT, PREPARED BY:"B.S.E. CONSULTANTS, INC." MELBOURNE, FLORIDA.
SOME DISTRICT FACILITIES LOCATED NORTH OF STATE ROAD NO. 80 HAVE BEEN DESCRIBED PREVIOUSLY BY OTHERS AND ARE NOT INCLUDED HEREIN.
THE DESCRIPTIONS SHOWN HEREIN WERE PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT.
NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE FOR EXISTING EASEMENTS, ABANDONMENTS, DEED RESTRICTIONS, ZONING SETBACKS, OR RIGHTS OF WAY.
ORIENTATION BASED ON THE SURVEYS PREPARED BY "B.S.E. CONSULTANTS, INC."
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, AND ALL SHEETS ARE INCLUDED,THIS MAP IS NOT VALID.

ABBREVIATIONS

C/L = CENTERLINE
CA = CENTRAL ANGLE
C.B. = CHORD BEARING
EASE. = EASEMENT
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PUE = PUBLIC UTILITY EASEMENT
RAD = RADIUS
R/W = RIGHT-OF-WAY
SEC. CORN = SECTION CORNER

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DESCRIPTION DRAWING

CANAL RIGHTS-OF-WAY IN HENDRY AND GLADES COUNTIES TO BE TRANSFERRED TO BARRON WATER CONTROL DISTRICT

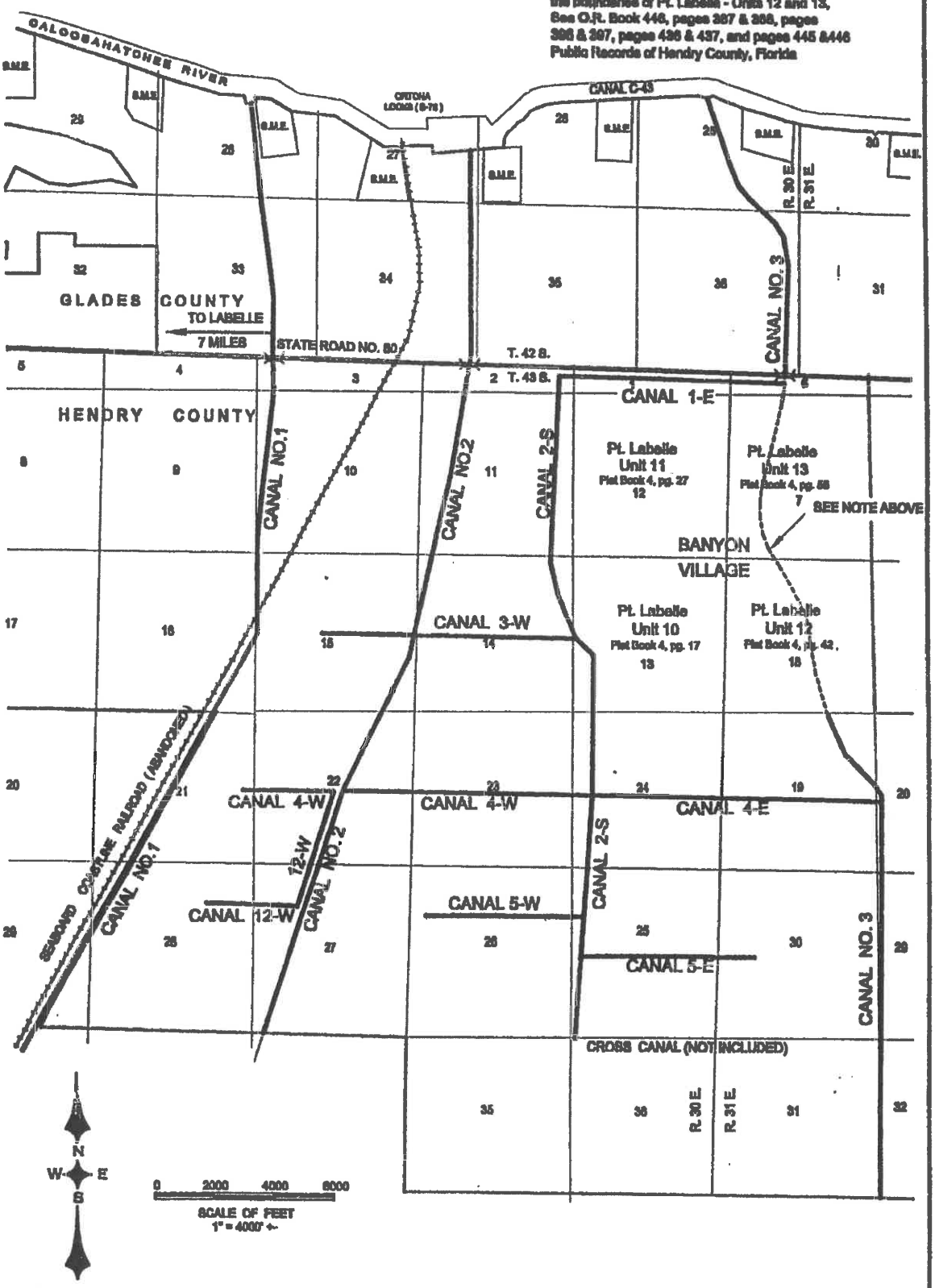
JOB NO: 99-1087

PREPARED BY:

6-29-99

JOHNSON-PREWITT & ASSOC., INC.
CIVIL ENGINEERS - LAND SURVEYORS
STATE AUTHORIZATION No. LB 1042
P.O. BOX 1029 850 W. VENTURA AVENUE
CLEWISTON, FLORIDA 33440

NOTE:
For descriptions of Canal No. 3 lying within the boundaries of Pt. Labelle - Units 12 and 13, See O.R. Book 446, pages 387 & 388, pages 396 & 397, pages 436 & 437, and pages 445 &446 Public Records of Hendry County, Florida



JOB NO: 99-1087

DESCRIPTION DRAWING
CANAL RIGHTS-OF-WAY IN HENDRY AND GLADES COUNTIES TO BE TRANSFERRED TO BARRON WATER CONTROL DISTRICT

JOHNSON-PREWITT & ASSOC., INC.
CIVIL ENGINEERS - LAND SURVEYORS
STATE AUTHORIZATION No. LB 1042
P.O. BOX 1028 850 W. VENTURA AVENUE
CLEWISTON, FLORIDA 33440

FL 20005346 B 600 P 437
CO:HENDRY ST:FL

CANAL NO. 1
DESCRIPTION

A strip of land of varying widths lying in Sections 28, and 33, Township 42 South, Range 30 East, Glades County, Florida, and Sections 3, 10, 15, 16, 21, 28, and 29, Township 43 South, Range 30 East, Hendry County, Florida, said strip beginning on the southerly right-of-way line of the Caloosahatchee River (Canal C-43) and ending on the south line of said Section 29, Township 43 South, Range 30 East, being more particularly described as follows:

Commencing at the northeast corner of said Section 33, Township 42 South, Range 30 East; thence N.89 °52'37"W. along the north line of said Section 33, a distance of 1839.74 feet to the Point-of-Beginning of this description; thence S.07°47'15" E. a distance of 5319.88 feet; thence S.01°08'28" W. a distance of 24.68 feet to an intersection with the north right-of-way line of State Road 80; thence S.06°04'11"W., crossing into Hendry County a distance of 226.89 feet to an intersection with the south right-of-way line of said State Road 80; thence S.02°42'56"W. a distance of 374.60 feet; thence S.01°08'28"W. a distance of 1706.01 feet; thence S.05°16'27"W. a distance of 4417.87 feet; thence S.02°08'22" E a distance of 1241.29 feet to the beginning of a curve to the left; thence along an arc of said curve, having a radius of 100.00 feet, a central angle of 61°10'36", and whose long chord bears S.32°43'40"E. for a distance of 101.77 feet, arc distance being 106.77 feet; thence S.63°19'01"E. along a tangent line, a distance of 565.56 feet; thence S.26°40'59"W. a distance of 16,279.15 feet to an intersection with the said south line of Section 29, Township 43 South, Range 30 East, said intersection point bearing S.88°57'06"W. a distance of 1365.33 feet from the southeast corner of said Section 29; thence S 88°-57'-06"W. along said south line of Section 29, a distance of 226.06 feet; thence N.26°40'59"E. along the easterly line of a 130 foot wide vacated railroad right-of-way, a distance of 15908.27 feet; thence N.61°30'00"W. a distance of 398.04 feet; thence N.02°08'22"W. a distance of 1732.29 feet; thence N.05°16'27"E. a distance of 4423.61 feet; thence N.01°08'28"W. a distance of 1701.54 feet; thence N.02°42'56"E, a distance of 363.67 feet to an intersection with the said south right-of-way line of State Road 80; thence N.06°06'42"E. a distance of 226.86 feet to an intersection with the said north right-of-way line of State Road 80; thence N.01°08'28"E. a distance of 12.25 feet; thence N.07°47'15"W. a distance of 8270.13 feet to an intersection with the said south right-of-way line of the Caloosahatchee River (Canal C-43); thence N.82°20'13" a distance of 200.00 feet; thence S.07°47'15"E. a distance of 2969.68 feet to the said Point-of-Beginning of this description. Subject to the right-of-way of State Road 80, an 80 foot wide easement for Helms Road, and 130' wide easement for railroad, if any.

Subject to all other easements and right-of-way of record.

DATE: 09-20-99
JOB No. 99-1067
SHEET 3 OF 39

CANAL NO. 1
DESCRIPTION

FL 20005346 B 600 P 438
CO:HENDRY ST:FL



CALOOSAHATCHEE RIVER

N. 82°-20'-13" E.
200.00'

C-43 R/W LINE

200'

CANAL NO. 1

DESCRIPTION BOUNDARY

S. 07°-47'-15" E. 2659.85'

P.O.C. CANAL No. 1

P.O.B. CANAL No. 1

N. 89°-52'-37" W. 1839.74'

28 27

33 34

N. 07°-47'-15" W. 8270.13'

S. 07°-47'-15" E. 5319.85'

MATCH LINE "A"

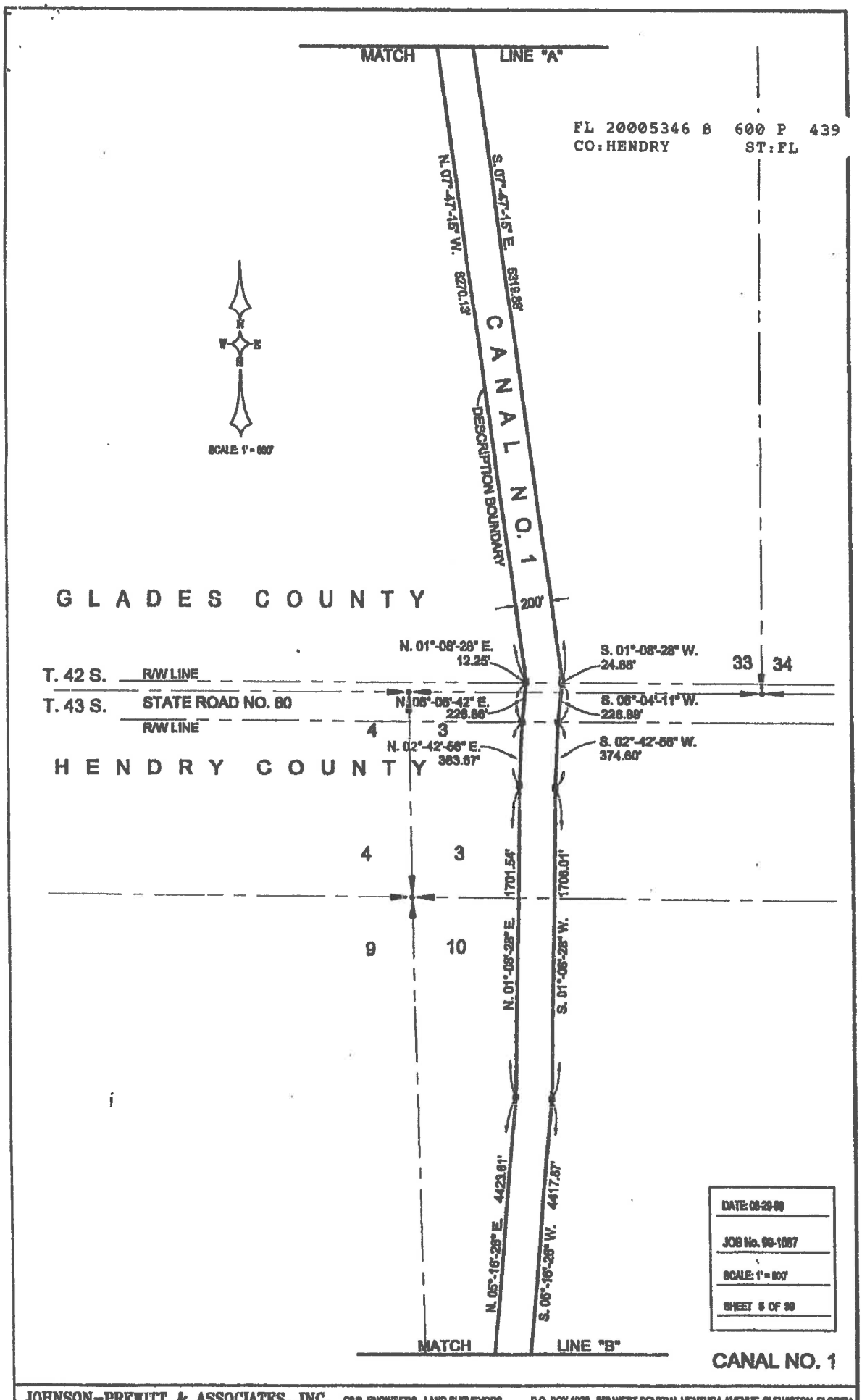
DATE: 08-29-16

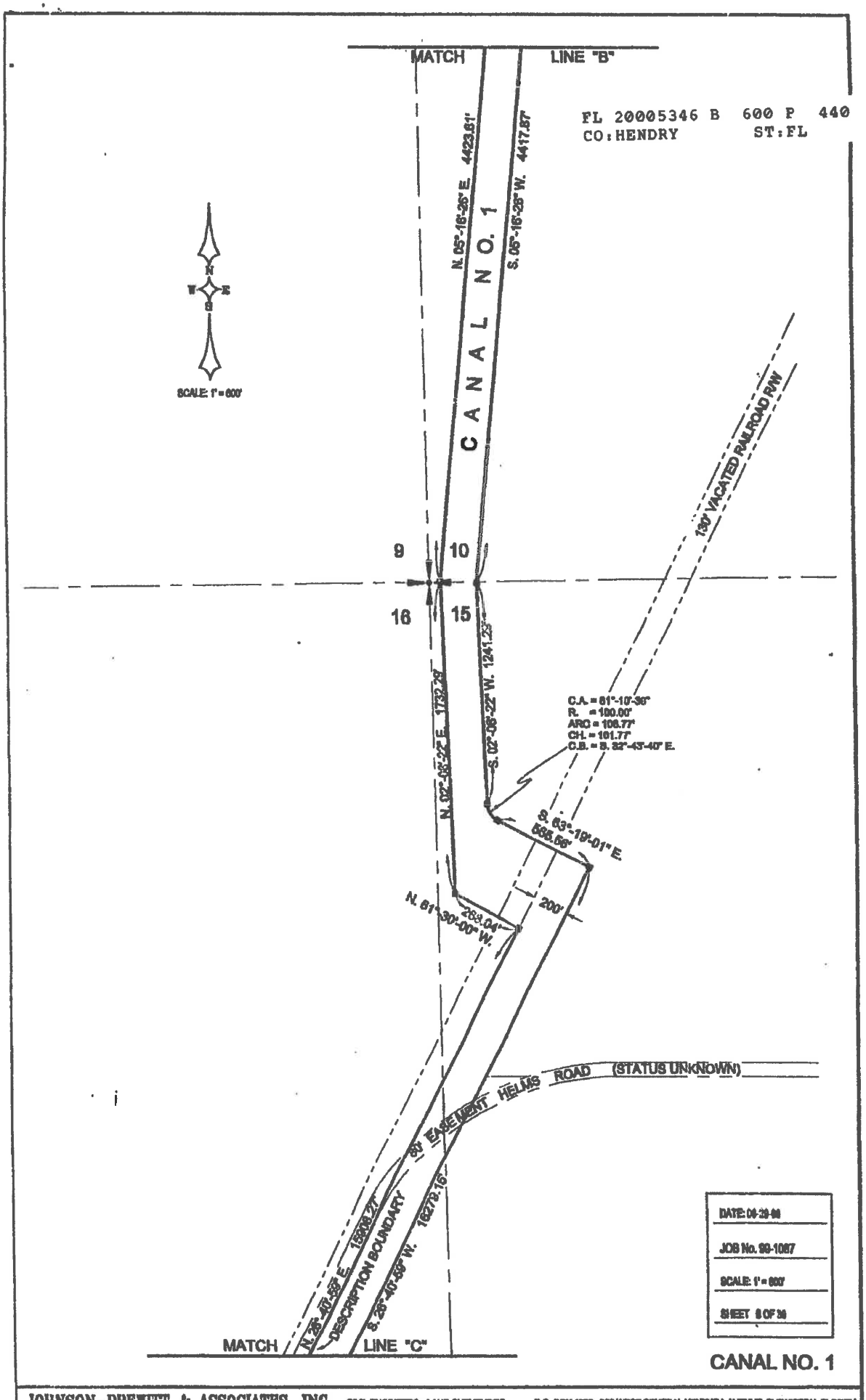
JOB No. 99-1087

SCALE: 1" = 800'

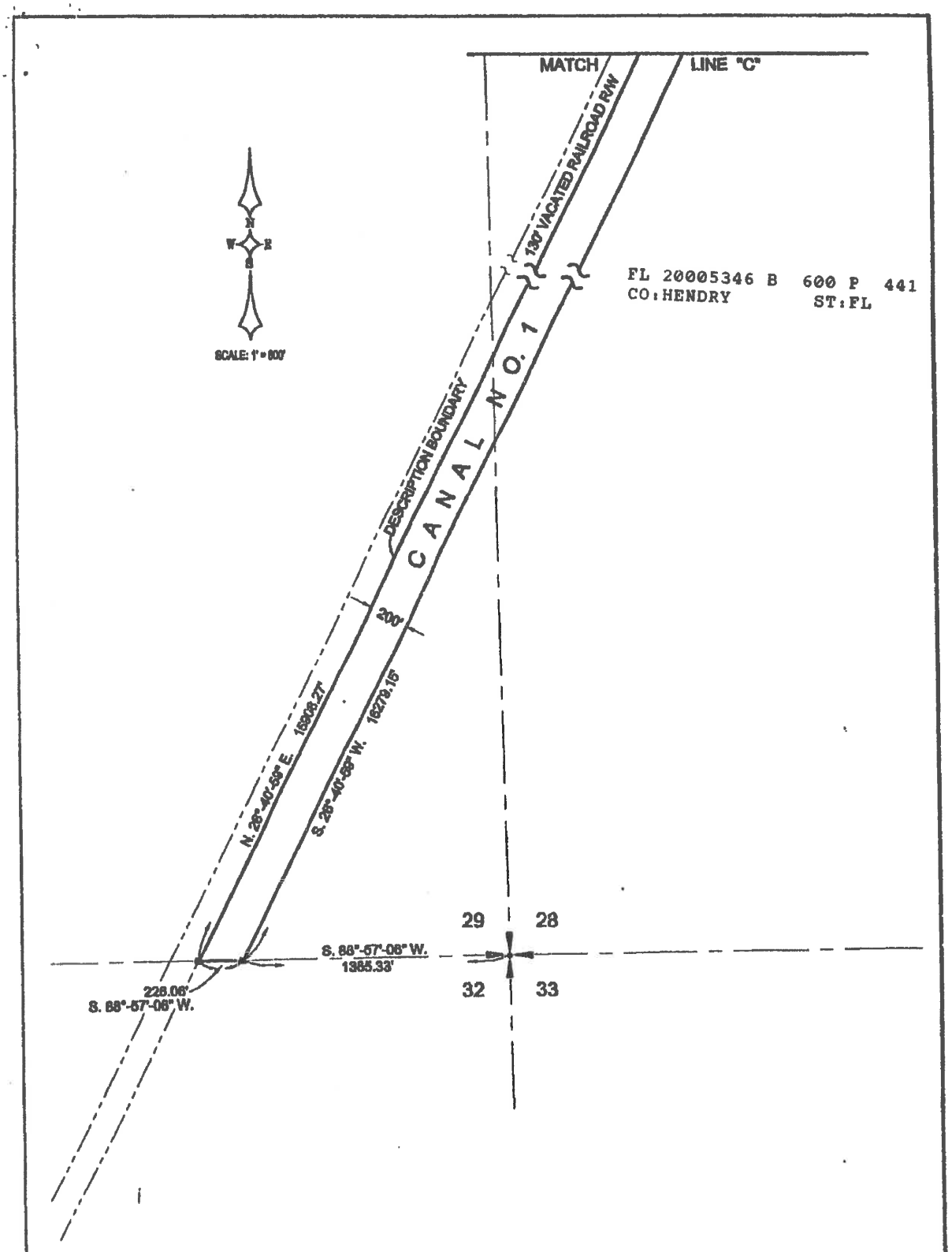
SHEET 4 OF 36

CANAL NO. 1


MATCH LINE "A"
FL 20005346 B 600 P 439
CO:HENDRY ST:FL
N. 07°-47'-15" W. 5270.13'
S. 07°-47'-15" E. 5319.85'
CANAL NO. 1
DESCRIPTION BOUNDARY
200'
SCALE 1" = 800'
GLADES COUNTY
HENDRY COUNTY
T. 42 S.
T. 43 S.
R/W LINE
STATE ROAD NO. 80
R/W LINE
N. 01°-08'-28" E. 12.25'
S. 01°-08'-28" W. 24.68'
N. 08°-08'-42" E. 226.86'
S. 08°-04'-11" W. 226.89'
N. 02°-42'-56" E. 363.67'
S. 02°-42'-56" W. 374.60'
33
34
4
3
4
3
9
10
1701.54'
1708.01'
N. 01°-08'-28" E.
S. 01°-08'-28" W.
N. 05°-16'-26" E. 4423.61'
S. 05°-16'-26" W. 4417.87'
MATCH LINE "B"
DATE: 08-29-99
JOB No. 99-1057
SCALE: 1" = 800'
SHEET 5 OF 39
CANAL NO. 1
JOHNSON-PREWITT & ASSOCIATES, INC. CIVIL ENGINEERS - LAND SURVEYORS P.O. BOX 1029 860 WEST CENTRAL VENTURA AVENUE CLEWISTON, FLORIDA


MATCH LINE "B"
FL 20005346 B 600 P 440
CO:HENDRY ST:FL
N. 05°-16'-25" E. 4423.81'
S. 05°-16'-25" W. 4417.87'
CANAL NO. 1
SCALE: 1" = 600'
130' VACATED RAILROAD R/W
9
10
16
15
S. 02°-08'-22" W. 1241.25'
N. 02°-08'-22" E. 1732.29'
C.A. = 61°-10'-36"
R. = 100.00'
ARC = 106.77'
CH. = 101.77'
C.B. = S. 32°-43'-40" E.
S. 63°-19'-01" E.
538.56'
200'
N. 81°-30'-00" W.
289.04'
HELMS ROAD (STATUS UNKNOWN)
30' EASEMENT
DESCRIPTION BOUNDARY
N. 26°-40'-59" E. 1506.27'
S. 26°-40'-59" W. 1627.16'
MATCH LINE "C"
DATE: 04-29-99
JOB No. 99-1087
SCALE: 1" = 600'
SHEET 6 OF 26

CANAL NO. 1



DATE: 08-29-00
JOB No. 00-1087
SCALE: 1" = 800'
SHEET 7 OF 39

CANAL NO. 1

JOHNSON–PREWITT & ASSOCIATES, INC. CIVIL ENGINEERS - LAND SURVEYORS P.O. BOX 1029 850 WEST CENTRAL VENTURA AVENUE CLEWISTON, FLORIDA

CANAL NO. 2
DESCRIPTION

FL 20005346 B 600 P 442
CO:HENDRY ST:FL

A strip of land of varying widths, lying in Sections 26, 27, 34, and 35, Township 42 South, Range 30 East, Glades County, Florida, and Sections 2, 11, 14, 15, 22 and 27, Township 43 South, Range 30 East, Hendry County, Florida, said strip beginning on the southerly right-of-way line of the Caloosahatchee River (Canal C-43) and ending on the south line of said Section 27, Township 43 South, Range 30 East and being more particularly described as follows:

Commencing at the southeast corner of said Section 34, Township 42 South, Range 30 East (within the right-of-way of State Road 80, thence N.0°12'10"W. along the east line of said Section 34 a distance of 31.44 feet; thence N.89°47'54"W. along the north right-of-way line of said State Road 80); a distance of 24.37 feet to the Point-of-Beginning of this description; thence N.07°45'02"W. a distance of 387.49 feet; thence N.0°06'55"E. a distance of 6099.35 feet; thence N.04°05'21"W. a distance of 356.97 feet; thence N.50°00'01"W. a distance of 129.12 feet to an intersection with the said south right-of-way line of the Caloosahatchee River at the Ortona Locks; thence N.85°41'46"E. along said right-of-way line, a distance of 292.69 feet; thence S.04°05'21"E. a distance of 456.03 feet; thence S.0 °06'55"W. a distance of 6092.16 feet; thence S.07°45'02"E. a distance of 384.51 feet to an intersection with the northerly right-of-way line of said State Road 80; thence S.02°23'00"E. crossing into Hendry County, a distance of 201.31 feet to an intersection with the south right-of-way line of said State Road No. 80; thence S.0°55'48"E. a distance of 616.59 feet; thence S.11°17'55"W. a distance of 9588.54 feet; thence S.24°47'56"W. a distance of 4606.72 feet; thence S.16°07'51"W. a distance of 8616.71 feet to an intersection with the south line of said Section 27, Township 43 South, Range 30 East, said intersection point bearing N.89°06'54"E. a distance of 859.36 feet from the southwest corner of said Section 27; thence S.89°06'54"W. along the said south line of Section 27, a distance of 209.16 feet; thence N.16°07'51"E. a distance of 8690.99 feet; thence N.24°47'56"E. a distance of 4597.10 feet; thence N.11°17'55"E. a distance of 9543.45 feet; thence N.0°55'48"W. a distance of 599.12 feet to an intersection with the said south right-of-way line of State Road 80; thence N.02°28'30"W. a distance of 184.30 feet to the said Point-of-Beginning of this description.

Subject to the right-of-way for State Road 80.

Subject to all other easements and rights-of-way of record.

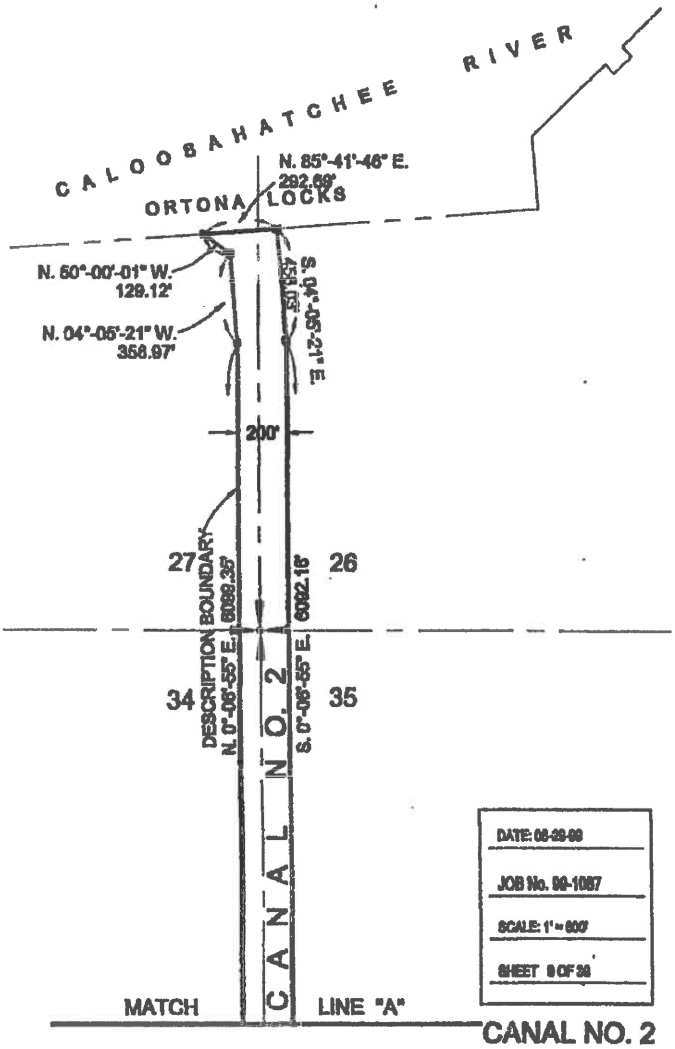
DATE: 09-29-99
JOB No. 99-1087
SHEET 8 OF 30

CANAL NO. 2

FL 20005346 B 600 P 443
CO:HENDRY ST:FL



SCALE: 1" = 800'

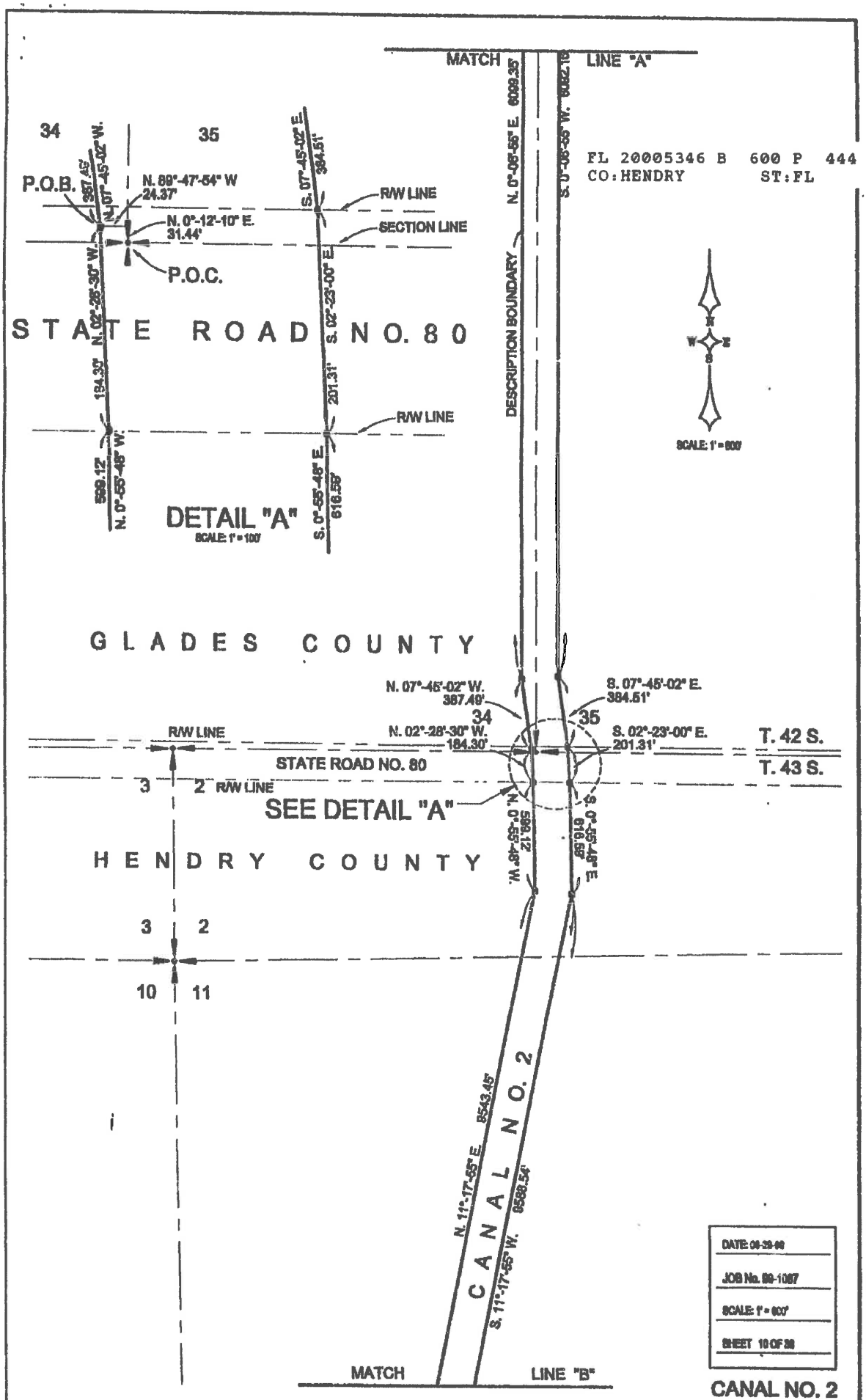


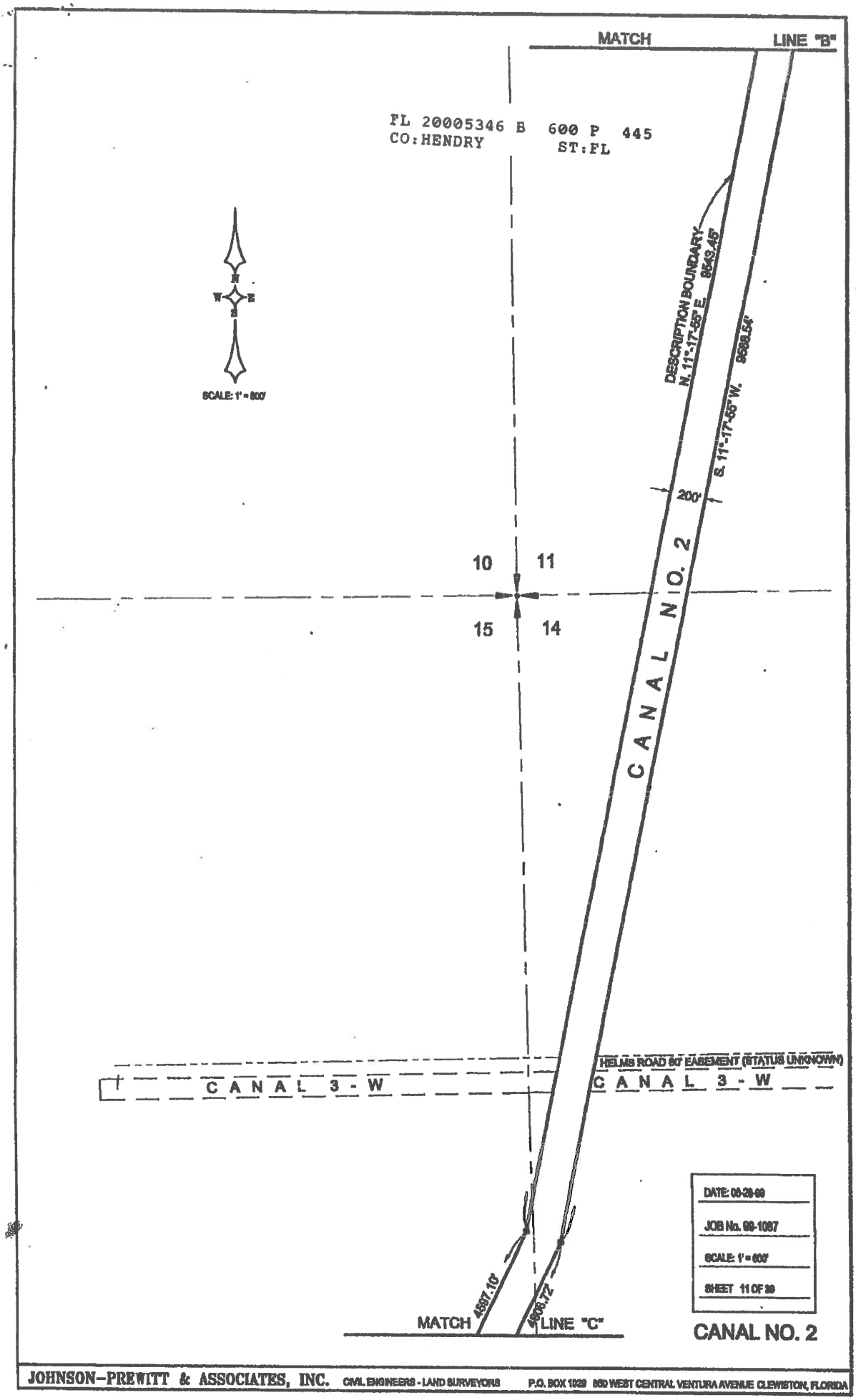
NOTE: SEE NEXT SHEET FOR P.O.B.

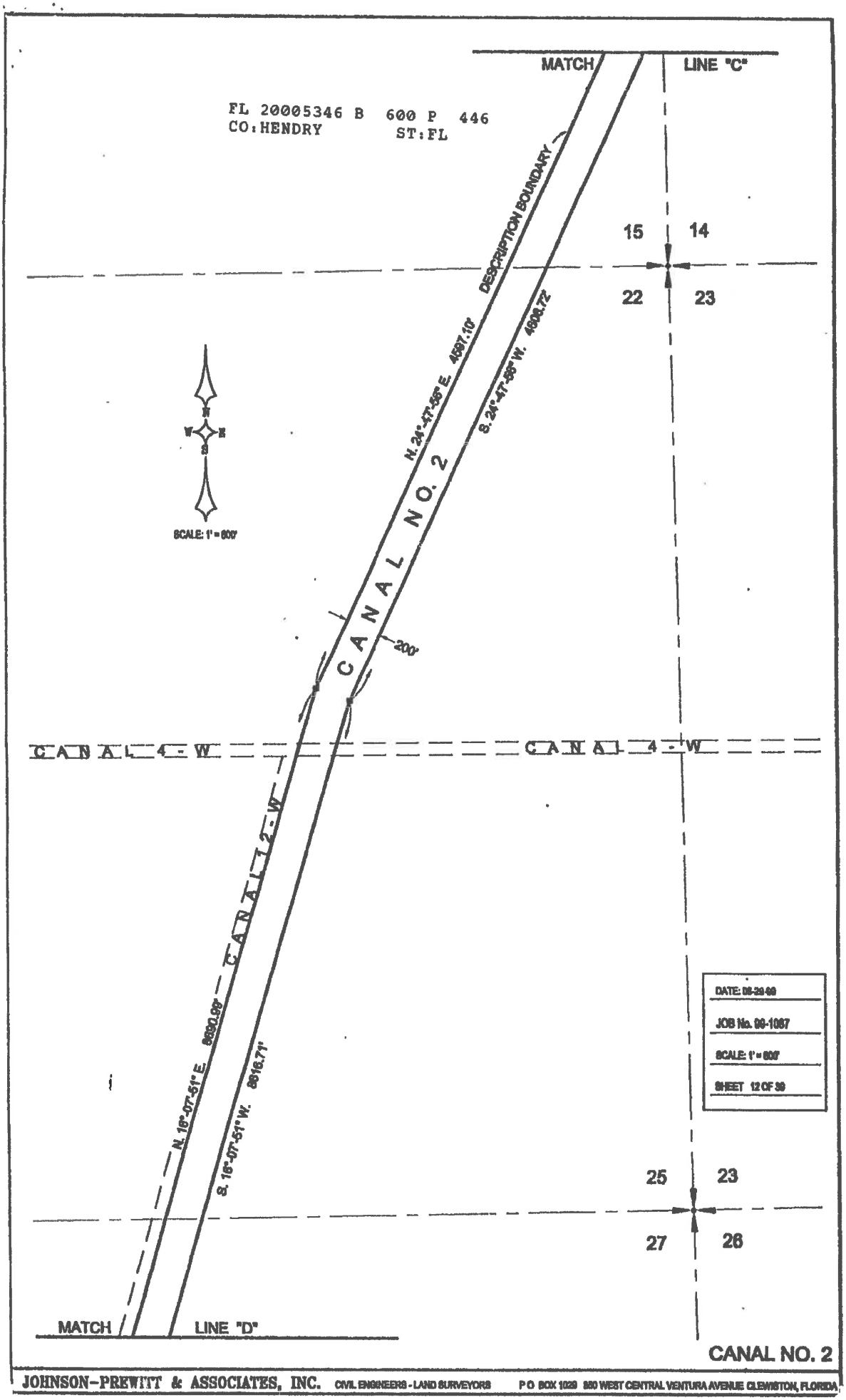
DATE: 08-26-99
JOB No. 99-1087
SCALE: 1" = 800'
SHEET 9 OF 39

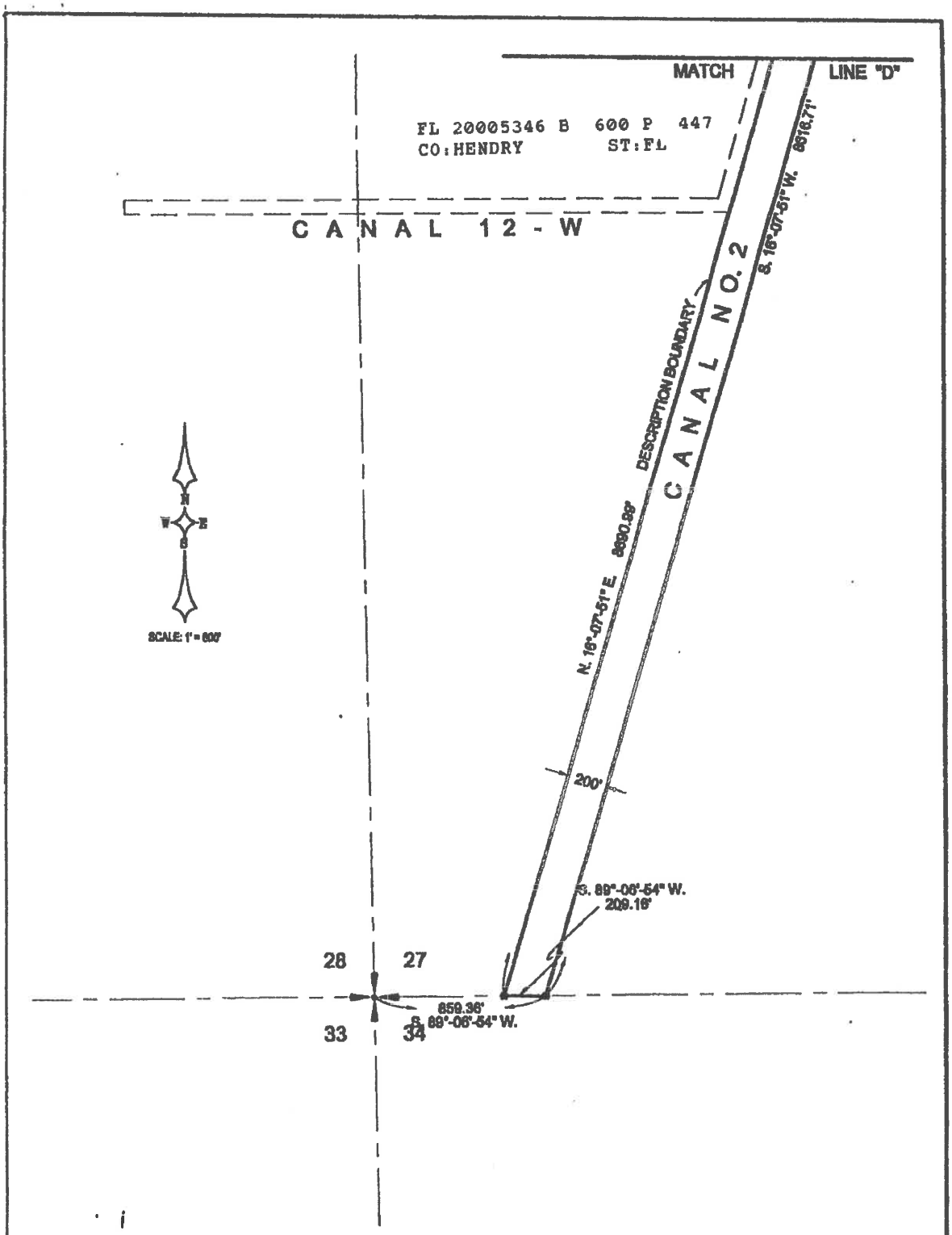
CANAL NO. 2

JOHNSON--PREWITT & ASSOCIATES, INC. CIVIL ENGINEERS - LAND SURVEYORS P.O. BOX 1029 880 WEST CENTRAL VENTURA AVENUE CLEWISTON, FLORIDA


MATCH LINE "A"
34
35
P.O.B.
N. 89°-47'-54" W 24.37'
N. 0°-12'-10" E. 31.44'
P.O.C.
R/W LINE
SECTION LINE
DESCRIPTION BOUNDARY
FL 20005346 B 600 P 444
CO:HENDRY ST:FL
STATE ROAD NO. 80
DETAIL "A"
SCALE: 1" = 100'
SCALE: 1" = 800'
GLADES COUNTY
N. 07°-45'-02" W. 387.49'
S. 07°-45'-02" E. 384.51'
N. 02°-28'-30" W. 184.30'
S. 02°-23'-00" E. 201.31'
T. 42 S.
T. 43 S.
STATE ROAD NO. 80
R/W LINE
SEE DETAIL "A"
HENDRY COUNTY
3
2
10
11
CANAL NO. 2
N. 11°-17'-55" E. 8543.45'
S. 11°-17'-55" W. 8568.54'
MATCH LINE "B"
DATE: 08-28-00
JOB No. 00-1007
SCALE: 1" = 800'
SHEET 10 OF 28
CANAL NO. 2


MATCH LINE "B"
FL 20005346 B 600 P 445
CO:HENDRY ST:FL
SCALE: 1" = 600'
DESCRIPTION BOUNDARY
N. 11°-17-55" E 8643.45'
S. 11°-17-55" W. 9669.54'
200'
10
11
15
14
CANAL NO. 2
HELMS ROAD 80' EASEMENT (STATUS UNKNOWN)
CANAL 3 - W
CANAL 3 - W
4697.10'
4668.72'
MATCH LINE "C"
DATE: 09-28-99
JOB No. 99-1067
SCALE: 1" = 600'
SHEET 11 OF 39
CANAL NO. 2
JOHNSON–PREWITT & ASSOCIATES, INC. CIVIL ENGINEERS - LAND SURVEYORS P.O. BOX 1029 850 WEST CENTRAL VENTURA AVENUE CLEWISTON, FLORIDA


MATCH
LINE "C"
FL 20005346 B 600 P 446
CO:HENDRY ST:FL
DESCRIPTION BOUNDARY
N. 24°-47'-56" E. 4597.10'
S. 24°-47'-56" W. 4606.72'
15
14
22
23
SCALE: 1" = 600'
CANAL NO. 2
200'
CANAL 4-W
CANAL 4-W
CANAL 12-W
N. 16°-07'-51" E. 8650.99'
S. 16°-07'-51" W. 8616.71'
DATE: 08-29-00
JOB No. 99-1067
SCALE: 1" = 600'
SHEET 12 OF 39
25
23
27
26
MATCH
LINE "D"
CANAL NO. 2
JOHNSON-PREWITT & ASSOCIATES, INC. CIVIL ENGINEERS - LAND SURVEYORS P.O. BOX 1029 850 WEST CENTRAL VENTURA AVENUE CLEWISTON, FLORIDA



DATE: 06-28-96
JOB No. 96-1067
SCALE: 1" = 600'
SHEET 13 OF 39

CANAL NO. 2

JOHNSON–PREWITT & ASSOCIATES, INC. CIVIL ENGINEERS - LAND SURVEYORS P.O. BOX 1029 850 WEST CENTRAL VENTURA AVENUE CLEWISTON, FLORIDA

CANAL NO. 3
DESCRIPTION

FL 20005346 B 600 P 448
CO:HENDRY ST:FL

A parcel of land lying within Sections 25 and 36, Township 42 South, Range 30 East, and Section 31, Township 42 South, Range 31 East, all in Glades County, Florida, being more particularly described as follows:

Commence at the southeast corner of said Section 36, run N 0°24'27"E. 46.95 feet to the north right-of-way line of State Road 80 and the Point-of-Beginning of the following described parcel, thence N.89°44'39"W along said right-of-way 81.47 feet; thence N.43°42'00"W. 62 98 feet; thence N.01°34'30"W. 588.63 feet; thence N.00°41'31"E. 715.12 feet; thence N 00°00'40"E. 1,351.30 feet; thence N.00°38'43"E. 72.00 feet; thence N.01°03'59"E. 891.61 feet; thence N.18°08'20"W. 388.92 feet; thence N.40°56'07"W. 271.28 feet; thence N 67°35'52"W. 344.17 feet; thence N.47°26'27"W. 552 24 feet; thence N 27°36'23"W. 299.99 feet; thence N.54°35'36"W. 489.79 feet; thence N.19°52'11"W., 105.98 feet, thence N 12°04'28"E. 316.13 feet; thence N.44°36'41"W. 456 73 feet; thence N.16°11'54"W. 868.51 feet; thence N.19°21'09"W. 467.59 feet; thence N.20°48'35"W. 1372.38 feet to the southerly right-of-way line of the Caloosahatchee River, thence N.67°33'02"E. along said right-of-way line 200.08 feet; thence S.20°48'31"E. 2269.13 feet; thence S 20°48'30"E. 436 65 feet; thence S.46°41'27"E. 1578.38 feet to the point of curvature of a curve concave southwesterly, having a radius of 2307.01 feet, thence run southeasterly, along the arc of said curve, 1,913.26 feet through a central angle of 47°31'00" to the point of tangency thereof; thence S.00°49'33"W 3338.30 feet to the northerly right-of-way line of State Road 80; thence N.89°44'39"W. along said right-of-way line 118.54 feet to the Point-of-Beginning.

LESS the following described parcel:

Commence at the southeast corner of said Section 36, thence N.0°24'27"E 46 95 feet to the north right-of-way line of State Road 80; thence S.89°44'39"E along the said north right-of-way of State Road 80, 118.54 feet; thence N.0°49'33"E. 2338.05 feet to the point-of-beginning of this description; thence continue N.0°49'33"E. 30.00 feet; thence N 89°10'27"W. 570 09 feet, thence S.0°00'40"W. 30 00 feet; thence S.89°10'27"E. 569.24 feet to the said point-of-beginning.

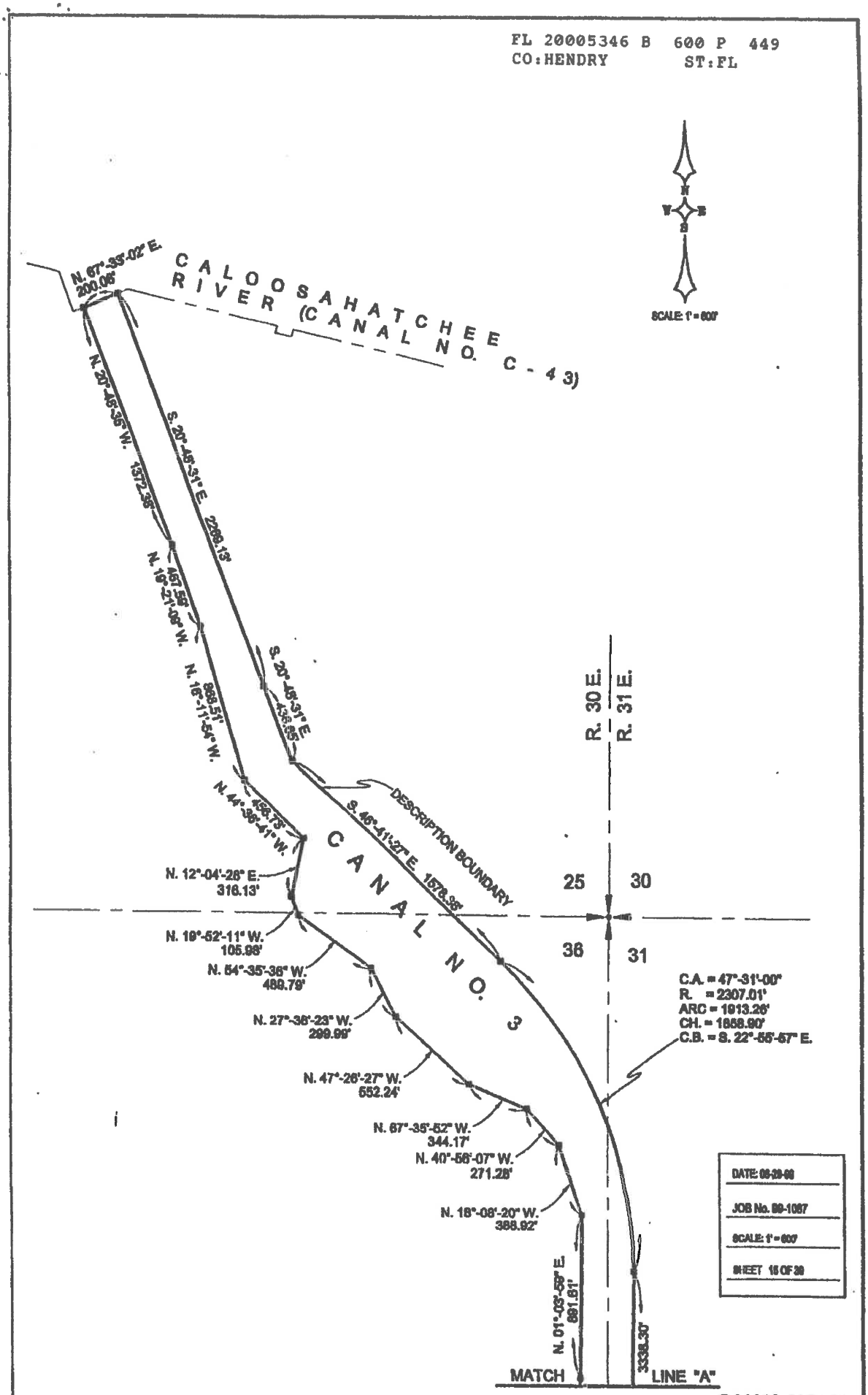
AND ALSO
A strip of land of varying widths lying in Sections 18, 19, 20, 29, 30, 31, and 32, Township 43 South, Range 31 East, Hendry County, Florida, being more particularly described as follows:
Commencing at the southeast corner of said Section 18; thence S.86°55'18"W. along the south line of said Section 18, a distance of 1607 88 feet to the Point-of-Beginning of this description; thence S.24°46'40"E. a distance of 1177.36 feet; thence S.45°43'50"E. a distance of 1317.51 feet; thence S.42°27'50"E. a distance of 487.18 feet to the beginning of a curve to the right; thence along an arc of said curve, having a radius of 344 49 feet, a central angle of 40°54'21" and whose long chord bears S.22°00'40"E. for a distance of 240.76 feet, arc distance being 245.95 feet; thence S.02°33'29"E. a distance of 2543 34 feet; thence S.08°56'56"E. a distance of 292.43 feet; thence S.05°51'04"W. a distance of 292.41 feet; thence S.01°30'19"E. a distance of 5225.26 feet; thence S.07°18'30"E. a distance of 376.93 feet; thence S.04°17'52"W. a distance of 376.93 feet, thence S.01°30'19"E. a distance of 1857.95 feet; thence N.88°29'41"E. a distance of 100.00 feet; thence S.01°30'19"E. a distance of 72.00 feet; thence S.88°29'41"W. a distance 100.00 feet; thence S.01°30'19"E a distance of 2418.01 feet to an intersection with the south line of said Section 32, Township 43 South, Range 31 East, thence S.88°03'32"W. along the south line of said Section 32 a distance of 181.99 feet to the southwest corner of said Section 32; thence S 89°56'27"W. along the south line of said Section 31 a distance of 78.13 feet; thence N.01°30'29"W. a distance of 4401 30 feet, thence N.07°31'55"W. a distance of 341 89 feet; thence N.04°31'17"E. a distance of 341.85 feet; thence N.01°30'19"W. a distance of 5183.43 feet; thence N.07°38'25"W. a distance of 362 13 feet; thence N 06°05'23"E. a distance of 289.41 feet; thence N 01°33'29"W. a distance of 2534.08 feet to the beginning of a curve to the left; thence along an arc of said curve, having a radius of 84.49 feet, a central angle of 43°17'39", and whose long chord bears N.23°12'19"W a distance of 62.33 feet, arc distance being 63.84 feet; thence N.44°51'08"W. along a tangent line, a distance 1839.56 feet; thence N.24°46'40"W a distance of 1436.05 feet to a non-tangent and non-radial intersection with the southerly right-of-way line of Helms Road as shown on the Plat of Port LaBelle, Unit 12, as recorded in Plat Book 4, pages 42 through 54 of the Public Records of Hendry County, Florida, the said south right-of-way of Helms Road being a curve concave in the southerly side; thence along an arc of said right-of-way curve, having a radius of 1900.00 feet, a central angle of 09°01'52" and whose long chord bears S 85°35'48"E. for a distance of 299.18 feet, arc distance being 299.49 feet; thence S.24°46'40"E. a distance of 70 46 feet to the said Point-of-Beginning of this description.

Subject to all easements and rights-of-way of record.

DATE: 08-29-99
JOB No. 99-1087
SHEET 14 OF 39

CANAL NO. - 3

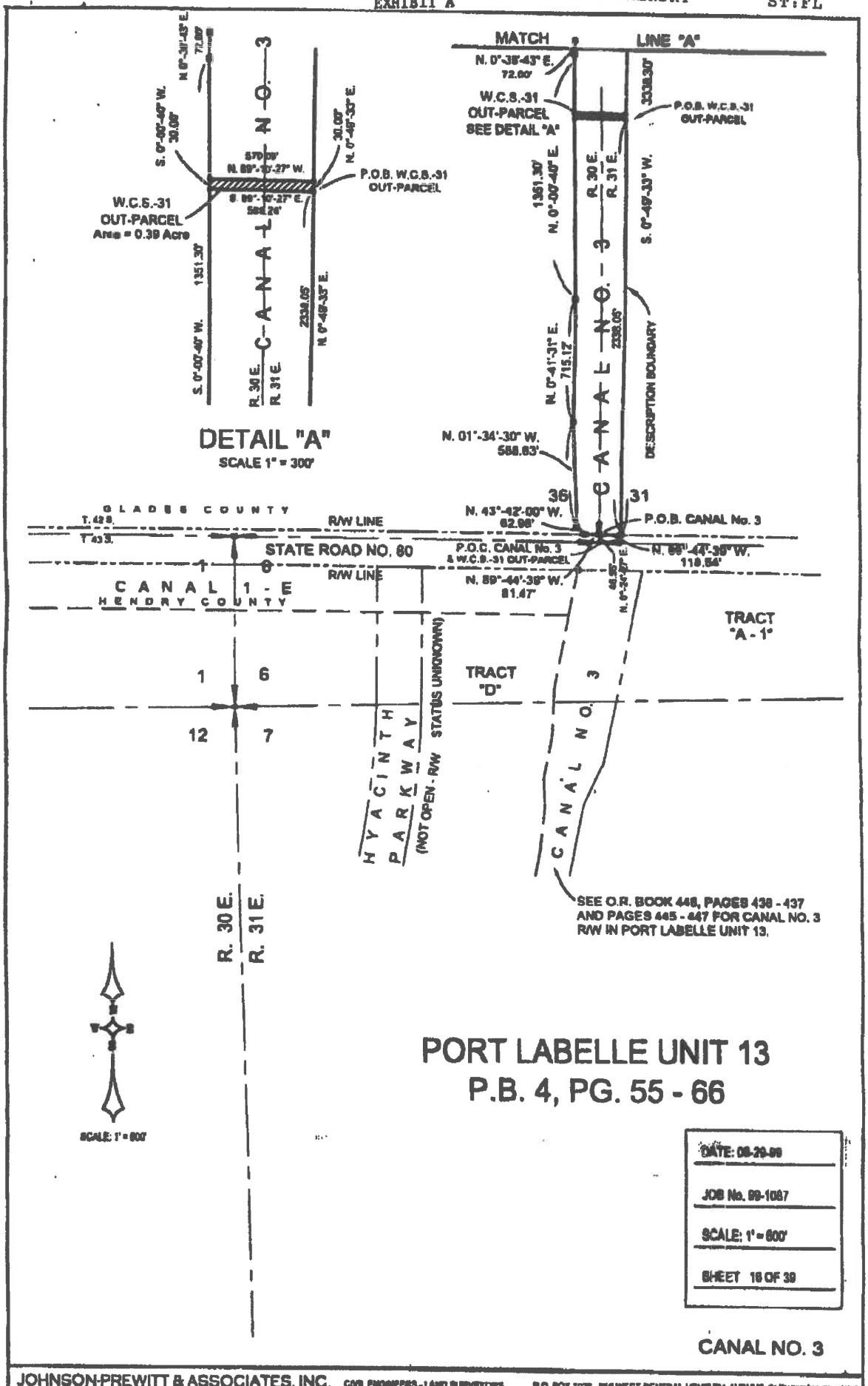
FL 20005346 B 600 P 449
CO:HENDRY ST:FL



CANAL NO. 3

FL 20005346 B 600 P 450
CO:HENDRY ST:FL

EXHIBIT A



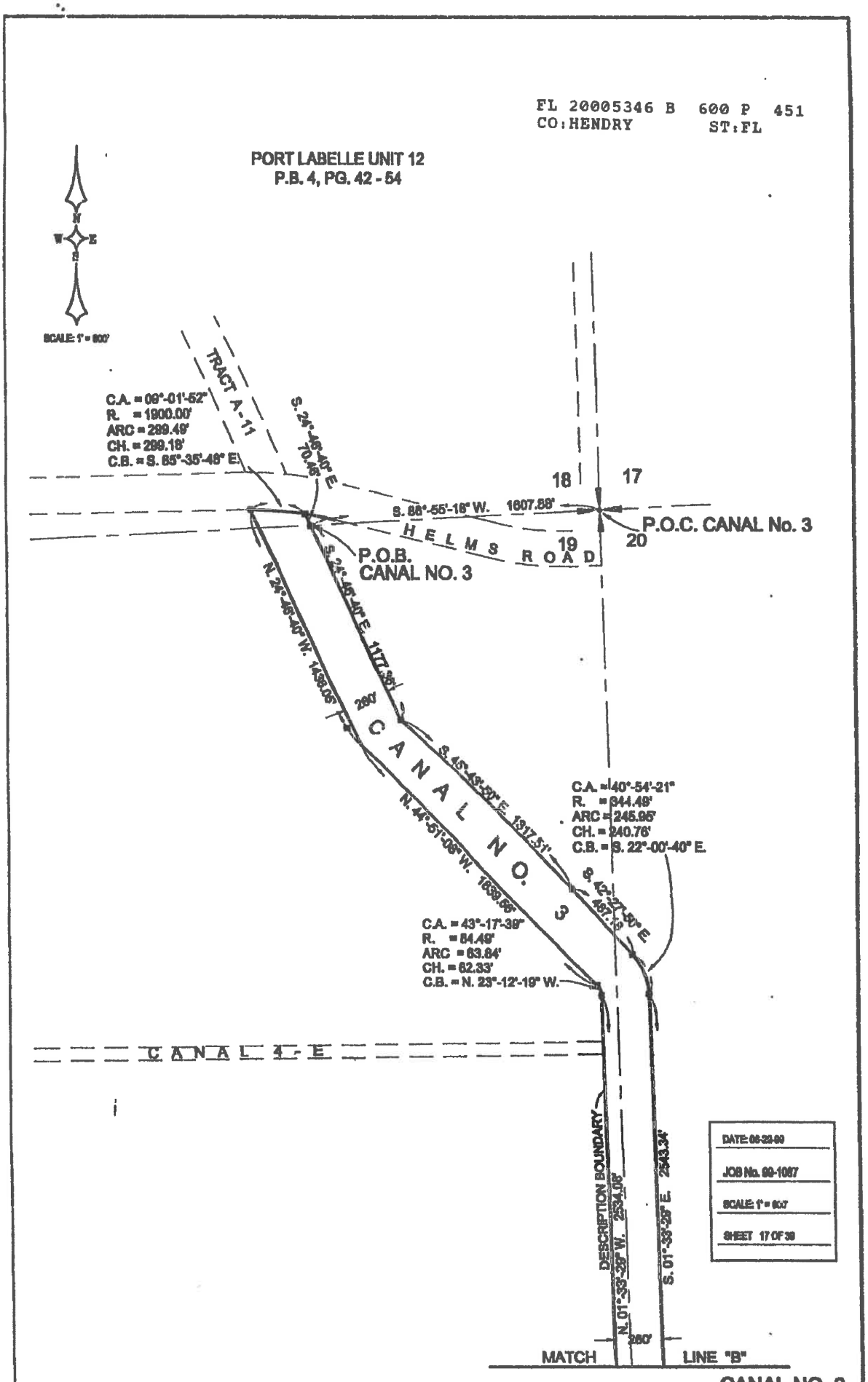
PORT LABELLE UNIT 13
P.B. 4, PG. 55 - 66

DATE: 09-20-99
JOB No. 99-1087
SCALE: 1" = 600'
SHEET 16 OF 39

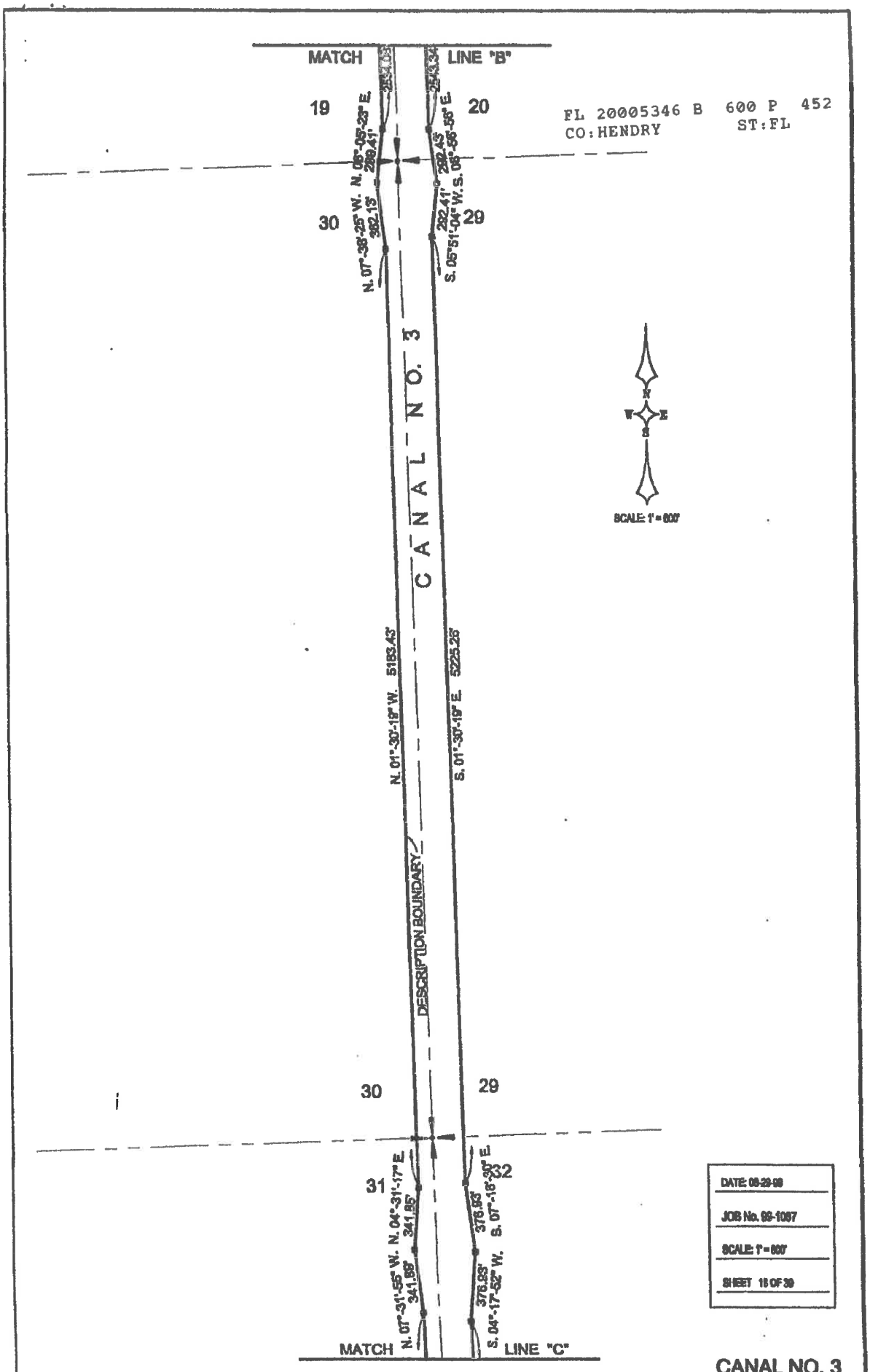
CANAL NO. 3

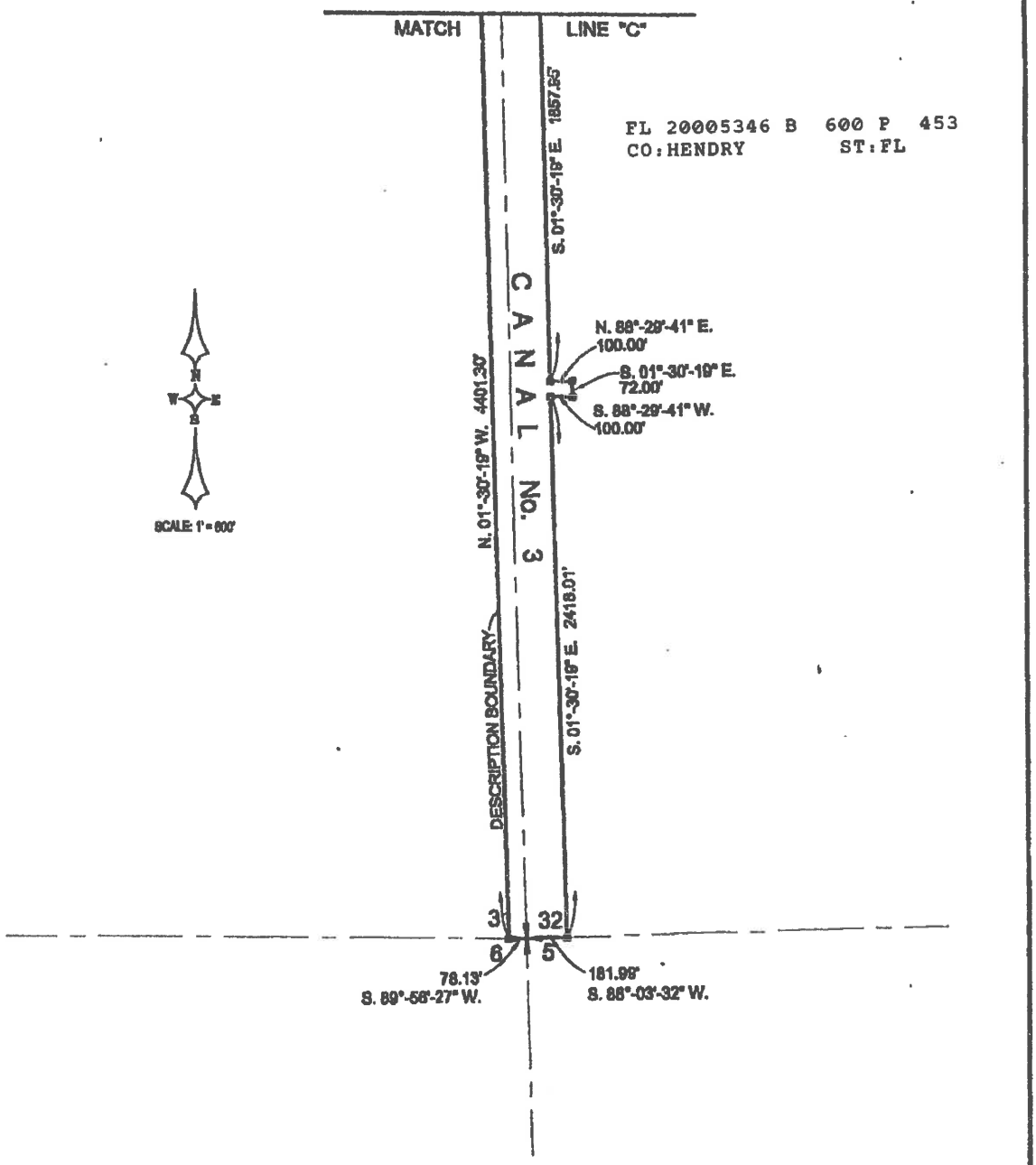
JOHNSON-PREWITT & ASSOCIATES, INC. CIVIL ENGINEERS - LAND SURVEYORS P.O. BOX 1029 850 WEST CENTRAL VENTURA AVENUE CLEWISTON, FLORIDA

FL 20005346 B 600 P 451
CO:HENDRY ST:FL



CANAL NO. 3


MATCH LINE "B"
19
20
30
29
FL 20005346 B 600 P 452
CO:HENDRY ST:FL
N. 08°-05'-23" E. 280.41'
S. 08°-56'-56" E. 282.43'
N. 07°-38'-25" W. 282.15'
S. 05°51'-04" W. 282.41'
CANAL NO. 3
N. 01°-30'-19" W. 5183.43'
S. 01°-30'-19" E. 5225.25'
DESCRIPTION BOUNDARY
SCALE: 1" = 600'
30
29
31
32
N. 04°-31'-17" E. 341.85'
S. 07°-16'-30" E. 376.55'
N. 07°-31'-55" W. 341.89'
S. 04°-17'-52" W. 376.88'
MATCH LINE "C"
DATE: 08-23-99
JOB No. 99-1097
SCALE: 1" = 600'
SHEET 15 OF 39
CANAL NO. 3
JOHNSON-PREWITT & ASSOCIATES, INC. CIVIL ENGINEERS - LAND SURVEYORS P.O. BOX 1029 860 WEST CENTRAL VENTURA AVENUE CLEWISTON, FLORIDA



DATE: 08-29-08
JOB No. 99-1067
SCALE: 1" = 600'
SHEET 19 OF 30

CANAL NO. 3

JOHNSON-PREWITT & ASSOCIATES, INC. CIVIL ENGINEERS - LAND SURVEYORS P.O. BOX 1029 950 WEST CENTRAL VENTURA AVENUE CLEWISTON, FLORIDA

CANAL NO. 2-S
DESCRIPTION

FL 20005346 B 600 P 454
CO:HENDRY ST:FL

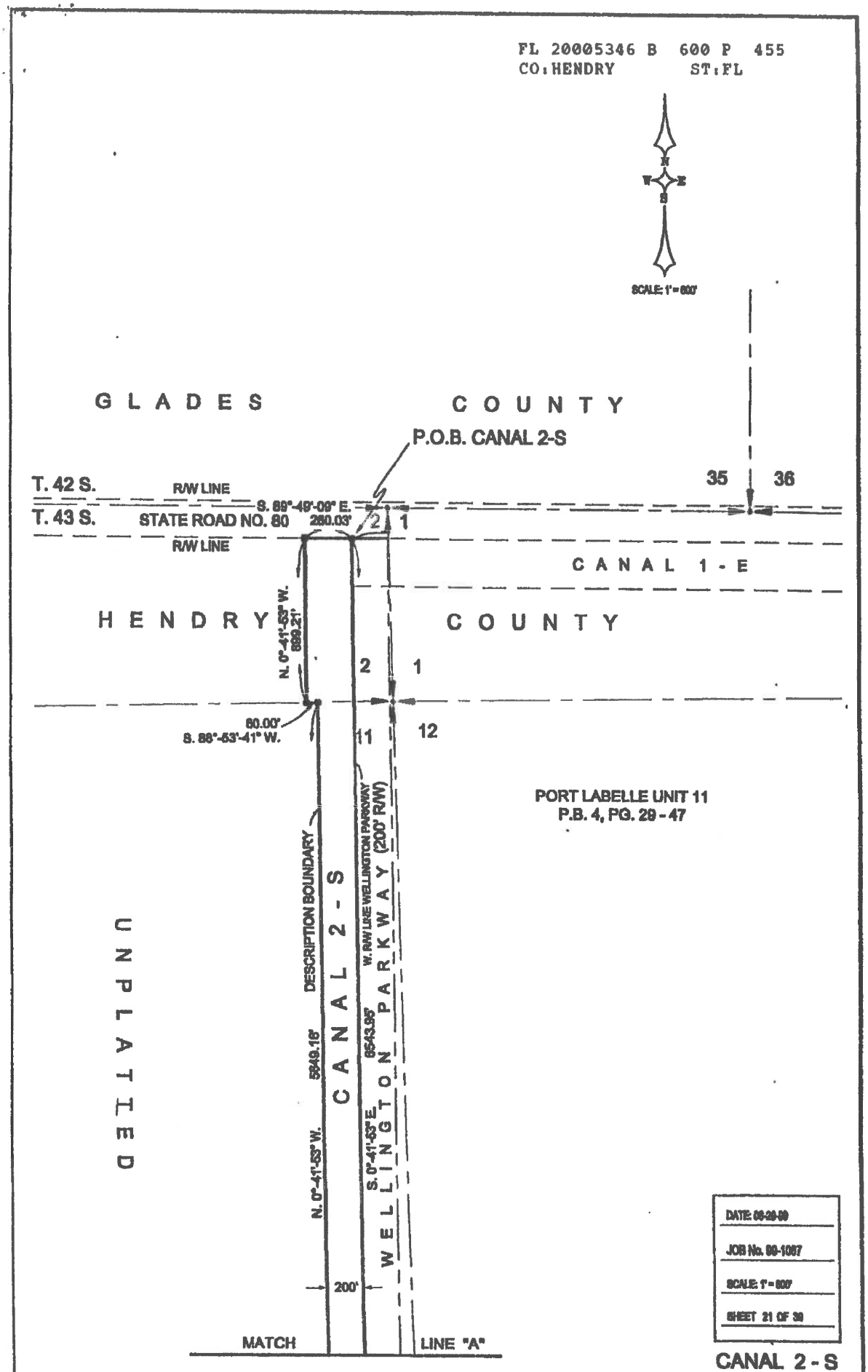
A strip of land of varying widths, lying in Sections 2, 11, 13, 14, 23, 24, 25, 26, and 35, Township 43 South, Range 30 East, Hendry County, Florida, being more particularly described as follows: Beginning at the intersection of the westerly right-of-way line of Wellington Parkway, as shown on the Plat of Port LaBelle - Unit 11, as recorded in Plat Book 4, pages 29 through 41, Public Records of Hendry County, Florida, with the southerly right-of-way of State Road No. 80; thence along said westerly right-of-way line of Wellington Parkway for the next five (5) courses; S.0°41'53"E. a distance of 6543.95 feet to the beginning of a curve to the left; thence along an arc of said curve, having a radius of 2100.00 feet, a central angle of 22°38'31", and whose long chord bears S.12° 01'08"E. a distanceof 824.48 feet, arc distance being 829.87 feet; thence S.23%%20'24"E. along a tangent line a distance of 1027.82 feet to the beginning of a curve to the left; thence along an arc of said curve, having a radius of 2100.00 feet, a central angle of 20°24'49", and whose long chord bears S.33°32'48"E. for a distance of 744.25 feet, arc distance being 748.20 feet; thence S.43°45'13"E. along a tangent line, a distance of 381.18 feet; thence S.01°27'14"E., leaving the said westerly right-of-way line of Wellington Parkway, a distance of 1450.13 feet; thence S.88°32'46"W. a distance of 85.00 feet; thence S.01°27'14"E. a distance of 3693.40 feet; thence S.89°15'32"W. a distance of 43.13 feet; thence S.03°37'38"W. a distance of 6942.70 feet; thence S.89°06'19"W. a distance of 194.53 feet; thence S.0°53'41"E. a distance of 1009.28 feet to a point that bears S.88° 38'21"W. a distance of 29.27 feet from the southeast corner of said Section 26; thence continuing S.0 °53'41"E. a distance of 18.72 feet; thence S.89°06'19"W. along the north right-of-way line of the "Cross Canal" a distance of 72.00 feet; thence N.0°53'41"W. a distance of 1100.00 feet; thence N.89° 06'19"E.a distance of 200.00 feet; thence N.03°37'38"W. a distance of 6870.67 feet; thence N.01° 27'14"W. a distance of 5064.73 feet; thence N.43°45'13"W. a distance of 303.32 feet to the beginning of a curve to the right; thence along an arc of said curve, having a radius of 2300.00 feet, a central angle of 20°24'49" and whose long chord bears N.33°32'48"W. for a distance of 815.13 feet, arc distance being 819.45 feet; thence N.23°20'24"W. along a tangent line, a distance of 1027.82 feet to the beginning of a curve to the right; thence along an arc of said curve, having a radius of 2300.00 feet, a central angle of 22°38'31", and whose long chord bears N.12°01'08"W. for a distance of 903.00 feet, arc distance being 908.91 feet; thence N.0°41'53"W. a distance of 5649.16 feet; thence S.88°53'41"W. a distance of 60.00 feet; thence N.0°41'53"W. a distance of 899.21 feet to an intersection with the said south right-of-way line of State Road 80; thence S89°49'09"E. along said right-of-way line, a distance of 260.03 feet to the said Point- of-Beginning of this description.

Subject to all easements of rights-of-way of record.

DATE: 08-20-99
JOB No. 99-1007
SHEET 20 OF 39

CANAL 2 - S
DESCRIPTION

FL 20005346 B 600 P 455
CO:HENDRY ST:FL

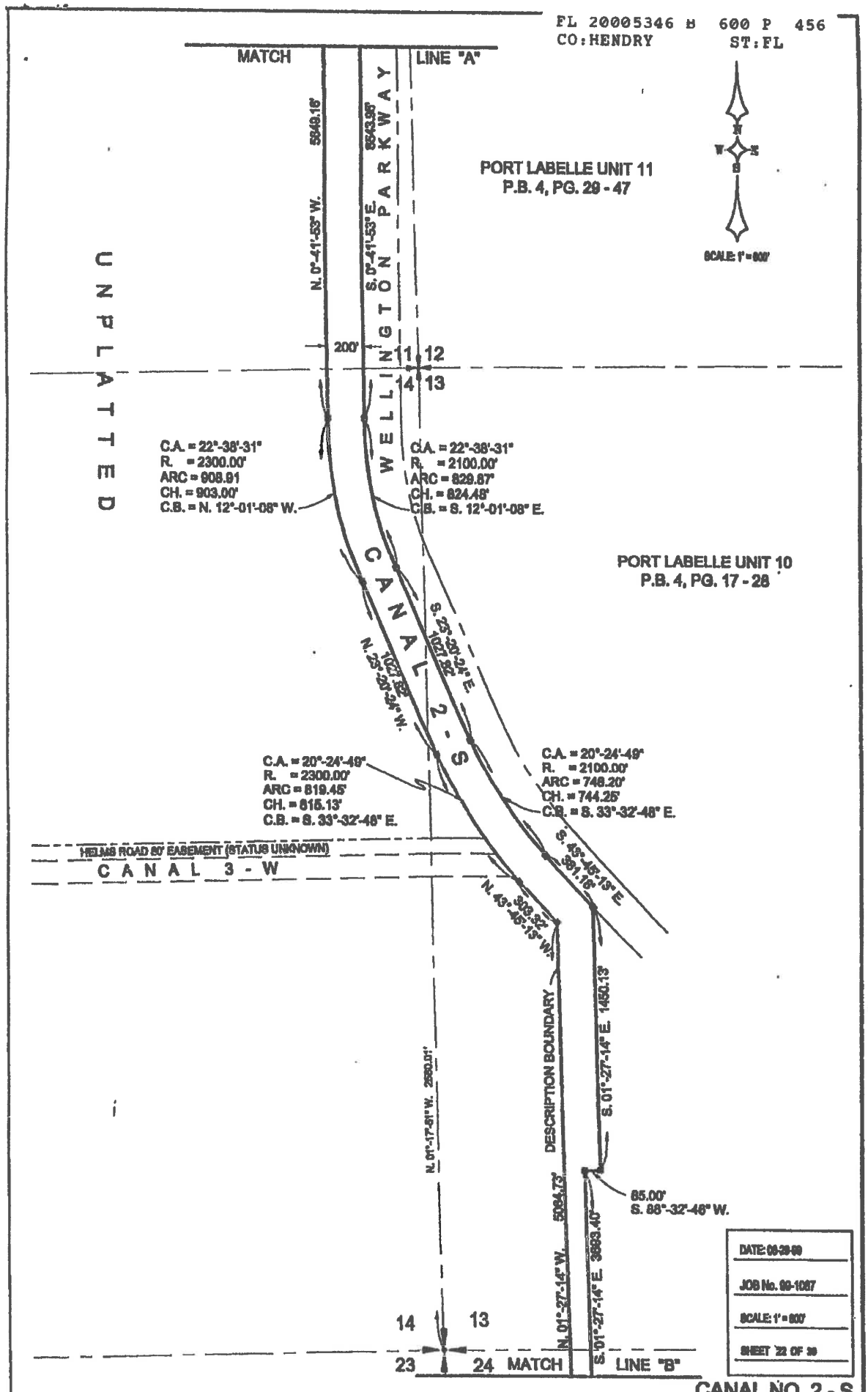


DATE: 06-29-99
JOB No. 99-1007
SCALE: 1" = 600'
SHEET 21 OF 39

CANAL 2 - S

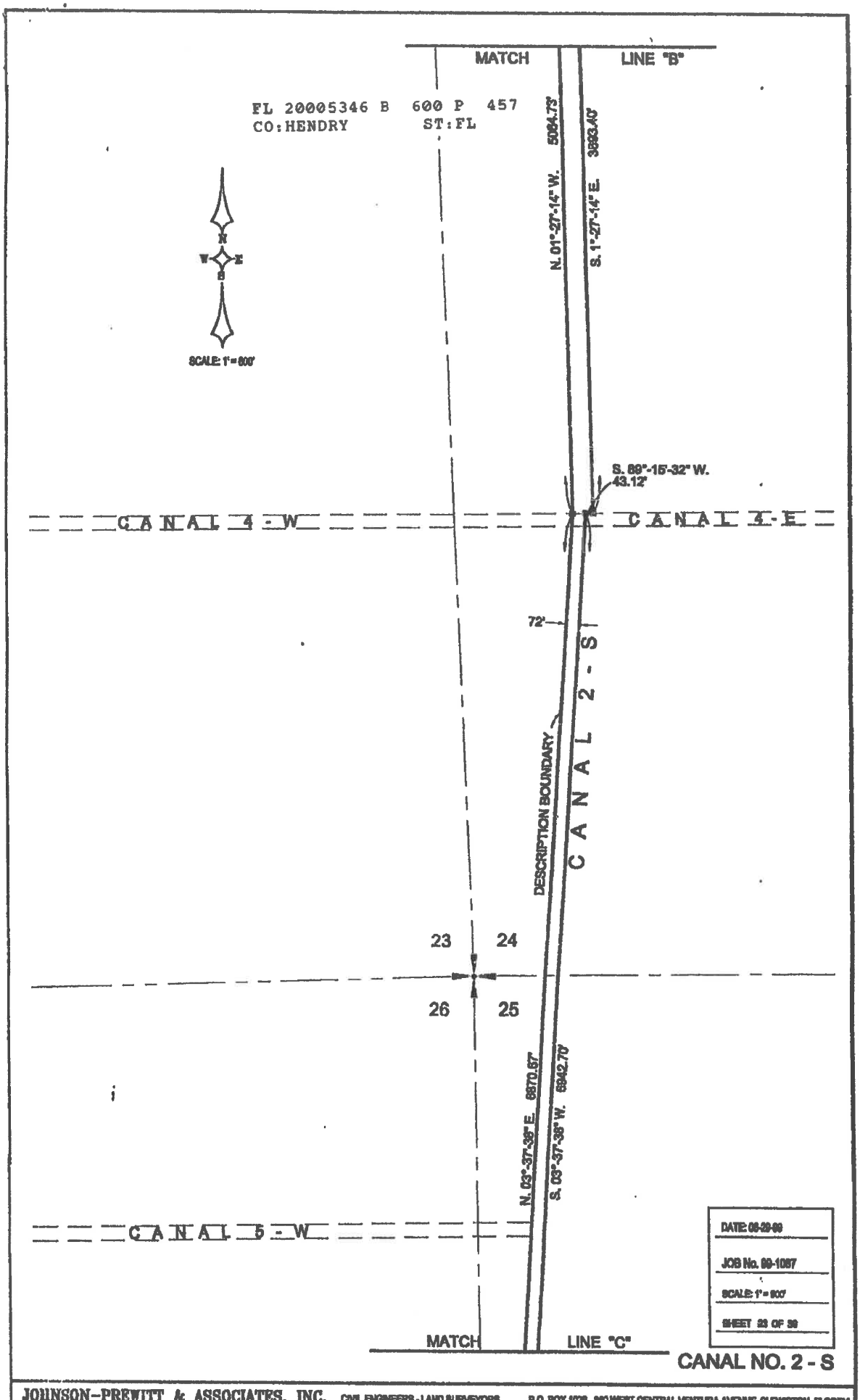
JOHNSON–PREWITT & ASSOCIATES, INC. CIVIL ENGINEERS - LAND SURVEYORS P.O. BOX 1029 860 WEST CENTRAL VENTURA AVENUE CLEWISTON, FLORIDA

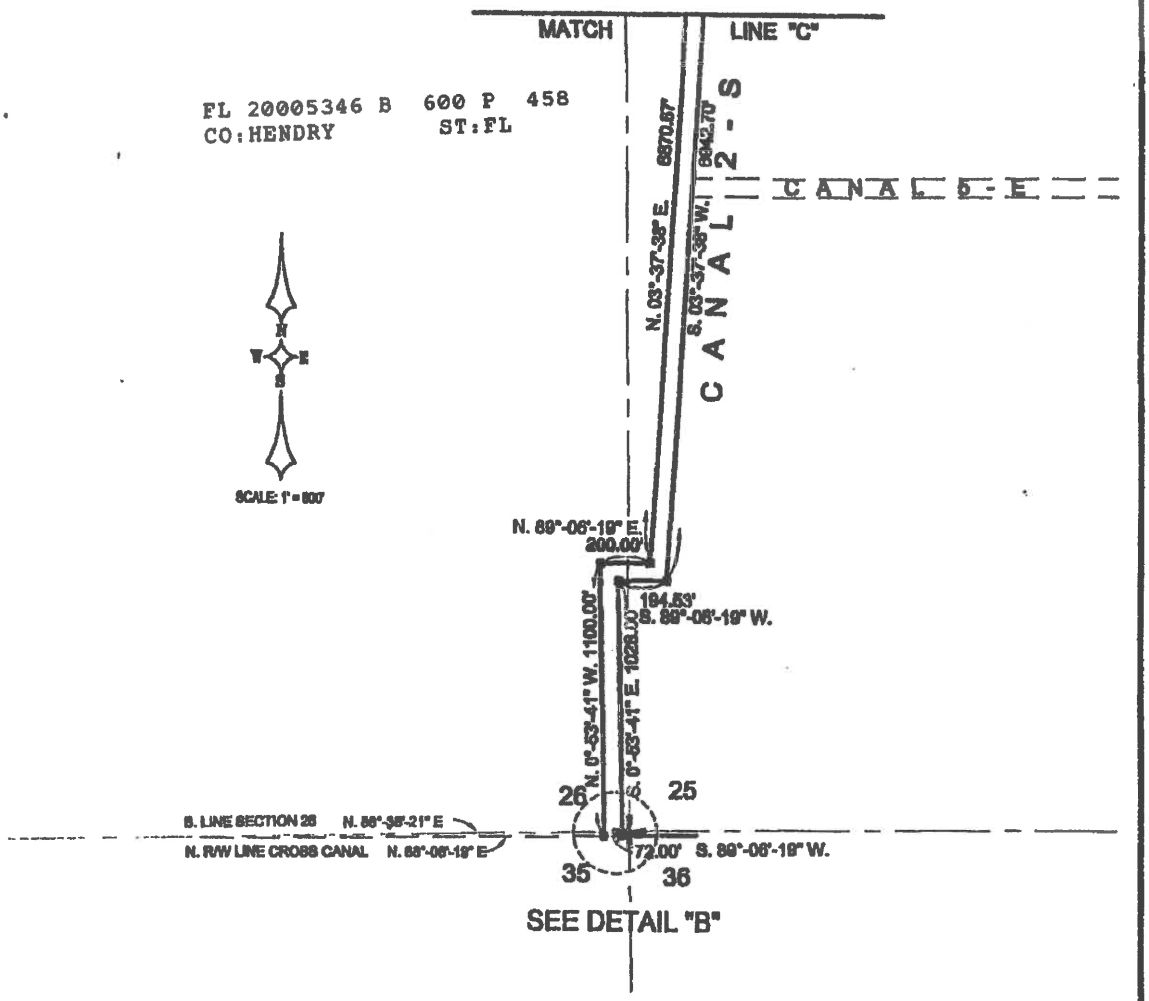
FL 20005346 B 600 P 456
CO:HENDRY ST:FL

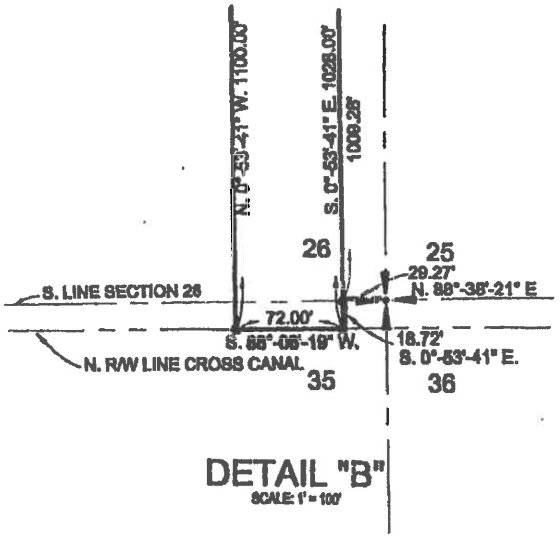


CANAL NO. 2 - S

JOHNSON--PREWITT & ASSOCIATES, INC. CIVIL ENGINEERS - LAND SURVEYORS P.O. BOX 1029 550 WEST CENTRAL VENTURA AVENUE CLEWISTON, FLORIDA


MATCH
LINE "B"
FL 20005346 B 600 P 457
CO:HENDRY ST:FL
N. 01°-27'-14" W. 5064.73'
S. 1°-27'-14" E. 3693.40'
N
W
E
S
SCALE: 1" = 600'
S. 89°-15'-32" W.
43.12'
CANAL 4 - W
CANAL 4 - E
72'
CANAL 2 - S
DESCRIPTION BOUNDARY
23
24
26
25
N. 03°-37-38" E. 6870.67'
S. 03°-37-38" W. 6942.70'
CANAL 5 - W
MATCH
LINE "C"
DATE: 05-29-99
JOB No. 99-1087
SCALE: 1" = 600'
SHEET 23 OF 30
CANAL NO. 2 - S
JOHNSON-PREWITT & ASSOCIATES, INC. CIVIL ENGINEERS - LAND SURVEYORS P.O. BOX 1029 950 WEST CENTRAL VENTURA AVENUE CLEWISTON, FLORIDA

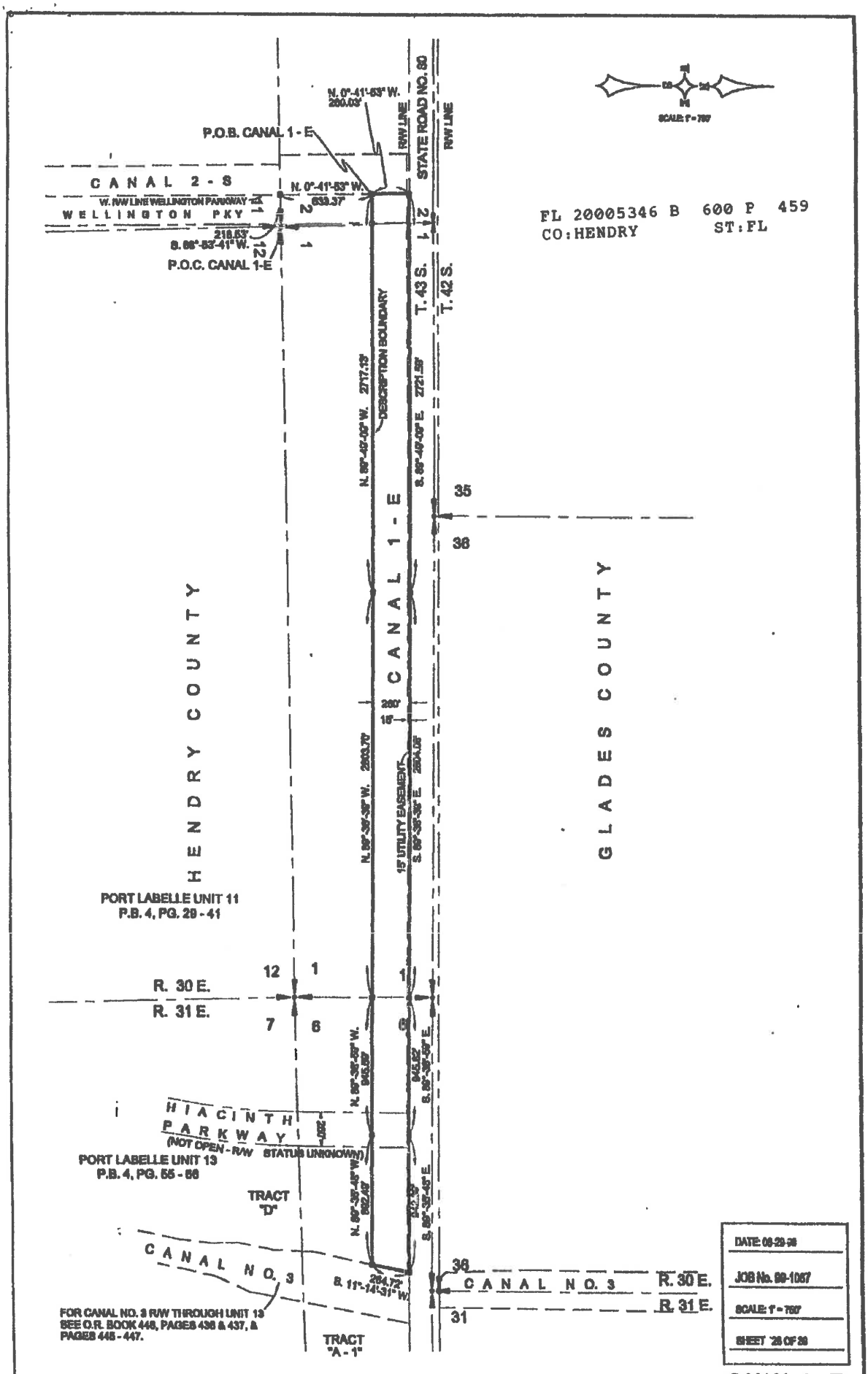




DETAIL "B"
SCALE: 1" = 100'

DATE: 08-29-99
JOB No. 99-1087
SCALE: 1" = 800'
SHEET 24 OF 39

CANAL NO. 2 - S


SCALE: 1" = 700'
FL 20005346 B 600 P 459
CO:HENDRY ST:FL
P.O.B. CANAL 1 - E
N. 0°-41'-53" W.
260.03'
R/W LINE
STATE ROAD NO. 80
R/W LINE
CANAL 2 - S
W. R/W LINE WELLINGTON PARKWAY
WELLINGTON PKY
N. 0°-41'-53" W.
659.37'
218.63'
S. 89°-53'-41" W.
P.O.C. CANAL 1-E
T. 43 S.
T. 42 S.
DESCRIPTION BOUNDARY
N. 89°-49'-09" W. 2717.35'
S. 89°-49'-09" E. 2721.59'
CANAL 1 - E
35
36
HENDRY COUNTY
GLADES COUNTY
15' UTILITY EASEMENT
N. 89°-38'-38" W. 2803.70'
S. 89°-38'-38" E. 2804.08'
PORT LABELLE UNIT 11
P.B. 4, PG. 29 - 41
12
1
R. 30 E.
R. 31 E.
7
6
N. 89°-38'-09" W. 845.62'
S. 89°-38'-09" E. 845.62'
HIACINTH
PARKWAY
(NOT OPEN - R/W STATUS UNKNOWN)
PORT LABELLE UNIT 13
P.B. 4, PG. 55 - 66
TRACT
"D"
N. 89°-38'-49" W. 842.39'
S. 89°-38'-49" E. 842.39'
CANAL NO. 3
S. 11°-14'-31" W. 284.72'
36
CANAL NO. 3
R. 30 E.
R. 31 E.
31
FOR CANAL NO. 3 R/W THROUGH UNIT 13
SEE O.R. BOOK 448, PAGES 436 & 437, &
PAGES 445 - 447.
TRACT
"A - 1"
DATE: 08-29-96
JOB No. 96-1057
SCALE: 1" = 700'
SHEET 28 OF 28
CANAL 1 - E

FL 20005346 B 600 P 460
CO:HENDRY ST:FL

CANAL 3-W DESCRIPTION

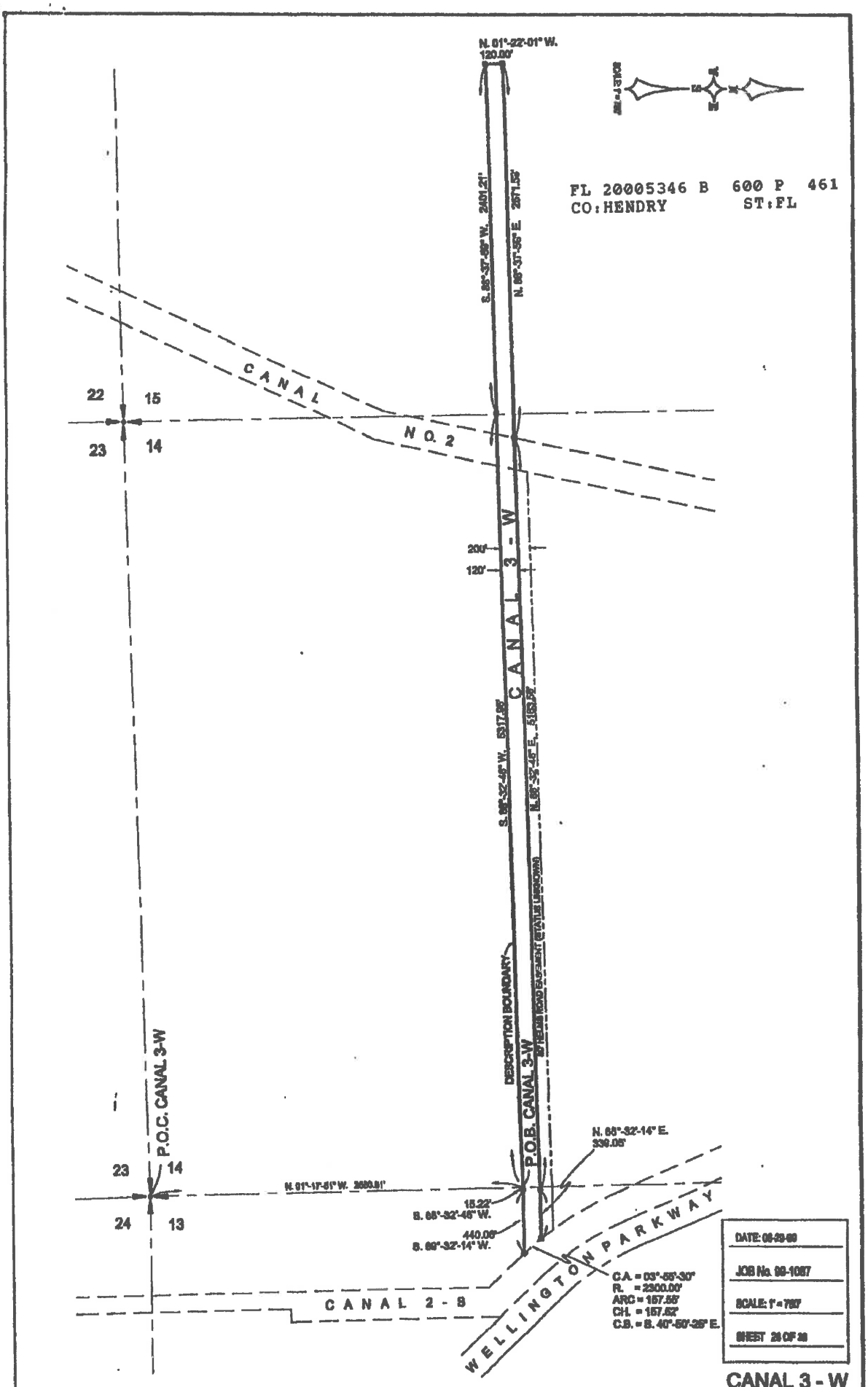
A strip of land of varying width lying in Sections 13, 14, and 15, Township 43 South, Range 30 East, Hendry County, Florida, being more particularly described as follows:

Commencing at the southeast corner of said Section 14; thence N.01°17'51"W. along the east line of said Section 14, a distance of 2580.01 feet to the Point-of-Beginning of this description; thence S.88°32'46"W. a distance of 5317.95 feet; thence S. 88°-37'-59" W. a distance of 2401.21 feet; thence N. 01°-22'-01" W. a distance of 120.00 feet; thence N. 88°-37'-59" E. a distance of 2571.59 feet; thence N.01°22'01"W. a distance of 120.00 feet; thence N.88°37'59"E. a distance of 2571.59 feet; thence N. 88°-32'-46" E. a distance of 5163.58 feet; thence N.89°32'14"E. a distance of 339.05 feet to an intersection with the westerly right-of-way line of Canal 2-S; thence along said westerly right-of-way line of Canal 2-S, being a non-tangent curve concave in the northeasterly side, having a radius of 2300.00 feet, a central angle of 03°55'30" and whose long chord bears S.40°50'25"E. for a distance of 157.52 feet, arc distance being 157.55 feet; thence S.89°32'14"W. along a non-tangent and non-radial line, a distance of 440.06 feet; thence S.88°32'46"W. a distance of 15.22 feet to the said Point-of-Beginning of this description.

Subject to all easements and rights-of-way of record.

DATE: 06-29-98
JOB No. 98-1087
SHEET 27 OF 30

CANAL 3 - W DESCRIPTION


N. 01°-22'-01" W.
120.00'
FL 20005346 B 600 P 461
CO:HENDRY ST:FL
S. 85°-37'-55" W. 2401.21'
N. 88°-37'-55" E. 2571.55'
CANAL NO. 2
22
15
23
14
200'
120'
CANAL 3 - W
S. 88°-32'-46" W. 5317.86'
N. 88°-32'-46" E. 5153.58'
DESCRIPTION BOUNDARY
P.O.B. CANAL 3-W
P.O.C. CANAL 3-W
N. 88°-32'-14" E.
339.05'
N. 01°-17'-51" W. 2660.81'
15.22'
S. 88°-32'-46" W.
440.00'
S. 88°-32'-14" W.
C.A. = 03°-55'-30"
R. = 2300.00'
ARC = 157.55'
CH. = 157.52'
C.B. = S. 40°-50'-29" E.
WELLINGTON PARKWAY
CANAL 2 - B
24
13
DATE: 08-23-99
JOB No. 99-1007
SCALE: 1" = 700'
SHEET 26 OF 28
CANAL 3 - W

FL 20005346 B 600 P 462
CO:HENDRY ST:FL

CANAL 4-E
DESCRIPTION

A strip of land, 72.00 feet wide (as measured at right angles to the sidelines thereof) lying in Section 24, Township 43 South, Range 30 East and Section 19, Township 43 South, Range 31 East, Hendry County, Florida, being more particularly described as follows:

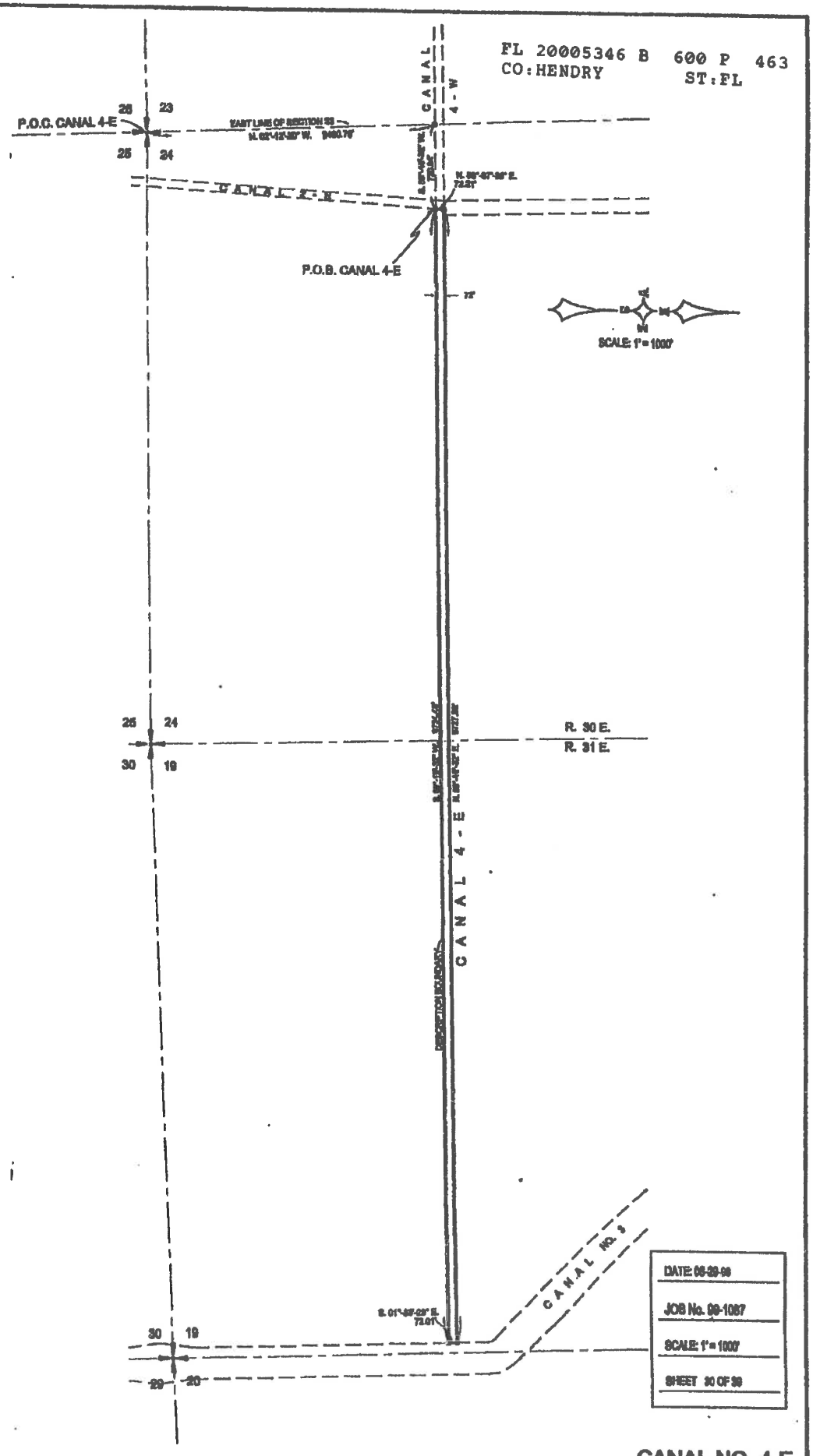
Commencing at the southwest corner of said Section 24; thence N.02°12'20"W. along the west line of said Section 24, a distance of 2490.76 feet; thence N.89°15'32"E. a distance of 720.84 feet to the Point-of-Beginning of this description; thence N.03°37'38"E., along the east right-of-way line of Canal 2-S, a distance of 72.21 feet; thence N.89°15'32"E. a distance of 9727.95 feet to an intersection with the westerly right-of-way line of Canal No. 3; thence S.01°33'29"E. along said right-of-way line a distance of 72.01 feet; thence S.89°15'32"W. a distance of 9734.48 feet to the said Point-of-Beginning of this description.

Subject to all easements and rights-of-way of record.

DATE: 06-29-99
JOB No. 99-1067
SHEET 29 OF 30

CANAL 4 - E
DESCRIPTION

FL 20005346 B 600 P 463
CO:HENDRY ST:FL



DATE: 06-29-99
JOB No. 99-1087
SCALE: 1" = 1000'
SHEET 30 OF 39

CANAL NO. 4-E

FL 20005346 B 600 P 464
CO:HENDRY ST:FL

CANAL 4-W DESCRIPTION

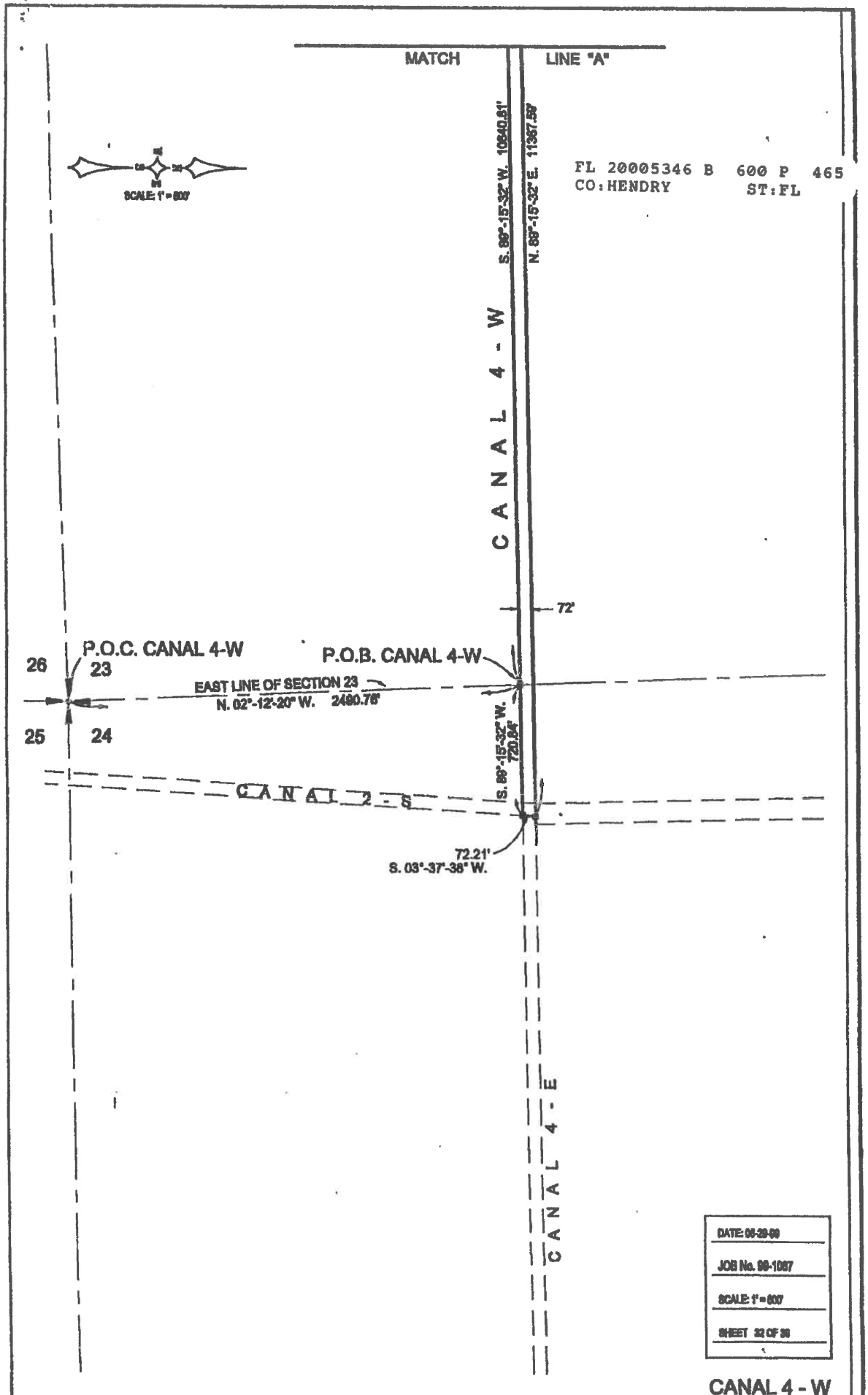
A strip of land, 72.00 feet wide (as measured at right angles to the sidelines thereof) lying in Sections 22, 23, and 24, Township 43 South, Range 30 East, Hendry County, Florida, being more particularly described as follows:

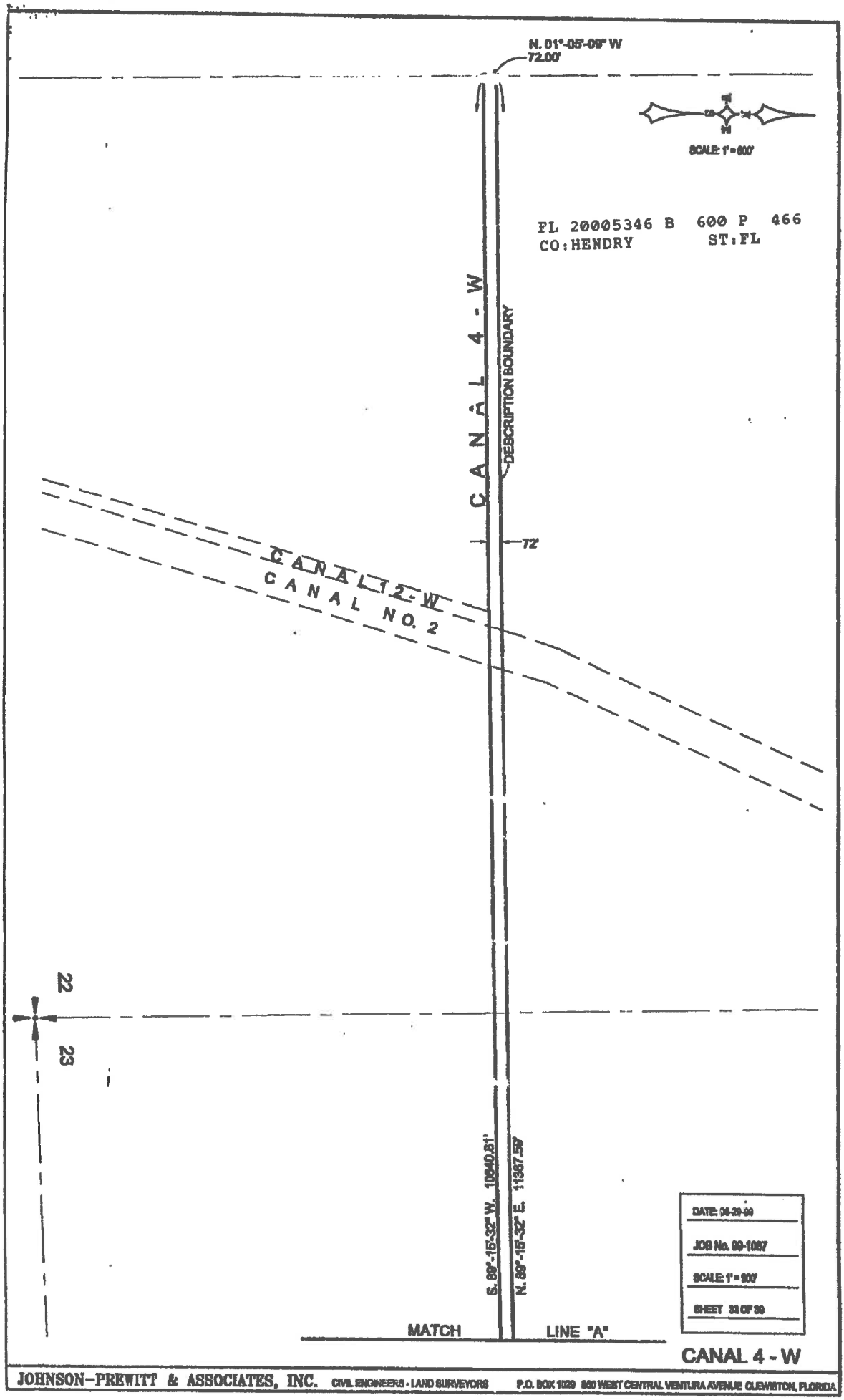
Commencing at the southwest corner of said Section 24; thence N.02°12'20"W. along the west line of said Section 24 a distance of 2490.76 feet to the Point-of-Beginning of this description; thence S.89°15'32"W. a distance of 10640.81 feet to an intersection with the west line of said Section 22; thence N.01°05'01"W. along said west line, a distance of 72.00 feet; thence N.89° 15'32"E. a distance of 11,367.59 feet to an intersection with the easterly right-of-way line of Canal 2-S; thence S.03°37'38"W. along said right-of-way line, a distance of 72.21 feet; thence S.89°15'32"W. a distance of 720.84 feet to the said Point-of-Beginning of this description.

Subject to all easements and rights-of-way of record.

DATE: 08-29-00
JOB No. 99-1067
SHEET 81 OF 99

CANAL 4 - W DESCRIPTION


MATCH
LINE "A"
SCALE: 1" = 600'
FL 20005346 B 600 P 465
CO: HENDRY ST: FL
S. 89°-15'-32" W. 10640.61'
N. 89°-15'-32" E. 11367.59'
CANAL 4 - W
72'
P.O.C. CANAL 4-W
P.O.B. CANAL 4-W
26
23
EAST LINE OF SECTION 23
N. 02°-12'-20" W. 2490.76'
25
24
S. 89°-15'-32" W. 720.64'
CANAL 2 - S
72.21'
S. 03°-37'-38" W.
CANAL 4 - E
DATE: 06-20-00
JOB No. 99-1067
SCALE: 1" = 600'
SHEET 32 OF 36
CANAL 4 - W


N. 01°-05'-09" W
72.00'
SCALE: 1" = 600'
FL 20005346 B 600 P 466
CO:HENDRY ST:FL
CANAL 4 - W
DESCRIPTION BOUNDARY
72'
CANAL 2-W
CANAL NO. 2
22
23
S. 89°-15-32" W. 10940.81'
N. 89°-15-32" E. 11357.59'
MATCH LINE "A"
DATE: 06-29-99
JOB No. 99-1067
SCALE: 1" = 600'
SHEET 34 OF 39
CANAL 4 - W
JOHNSON-PREWITT & ASSOCIATES, INC. CIVIL ENGINEERS - LAND SURVEYORS P.O. BOX 1029 850 WEST CENTRAL VENTURA AVENUE CLEWISTON, FLORIDA

CANAL 5-E
DESCRIPTION

FL 20005346 B 600 P 467
CO:HENDRY ST:FL

A strip of land 72.00 feet wide (as measured at right angles to the sidelines thereof) lying in Section 25, Township 43 South, Range 30 East, and Section 30, Township 43 South, Range 31 East, Hendry County, Florida, being more particularly described as follows:

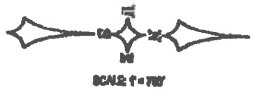
Commencing at the northeast corner of said Section 25; thence S.01°14'05"E. along the east line of said Section 25, a distance of 2728.78 feet to the Point-of-Beginning of this description; thence N.89°06'19"E. a distance of 2615.16 feet; thence S.0°53'41"E. a distance of 72.00 feet; thence S.89°06'19"W. a distance of 7609.38 feet to an intersection with the easterly right-of-way line of Canal 2-S; thence N.03°37'38"E. along said easterly right-of-way line, a distance of 72.22 feet; thence N.89°06'19"E. a distance of 4988.59 feet to the said Point-of-Beginning.

Subject to all easements and rights-of-way of record.

DATE: 09-29-99
JOB No. 99-1087
SHEET 34 OF 39

CANAL 5 - E
DESCRIPTION

FL 20005346 B 600 P 468
CO:HENDRY ST:FL



DATE: 06-28-99
JOB No. 99-1067
SCALE: 1" = 750'
SHEET 35 OF 39

CANAL 5 - E

JOHNSON–PREWITT & ASSOCIATES, INC. CIVIL ENGINEERS - LAND SURVEYORS P.O. BOX 1029 850 WEST CENTRAL VENTURA AVENUE CLEWISTON, FLORIDA

FL 20005346 B 600 P 469
CO:HENDRY ST:FL

CANAL 5-W DESCRIPTION

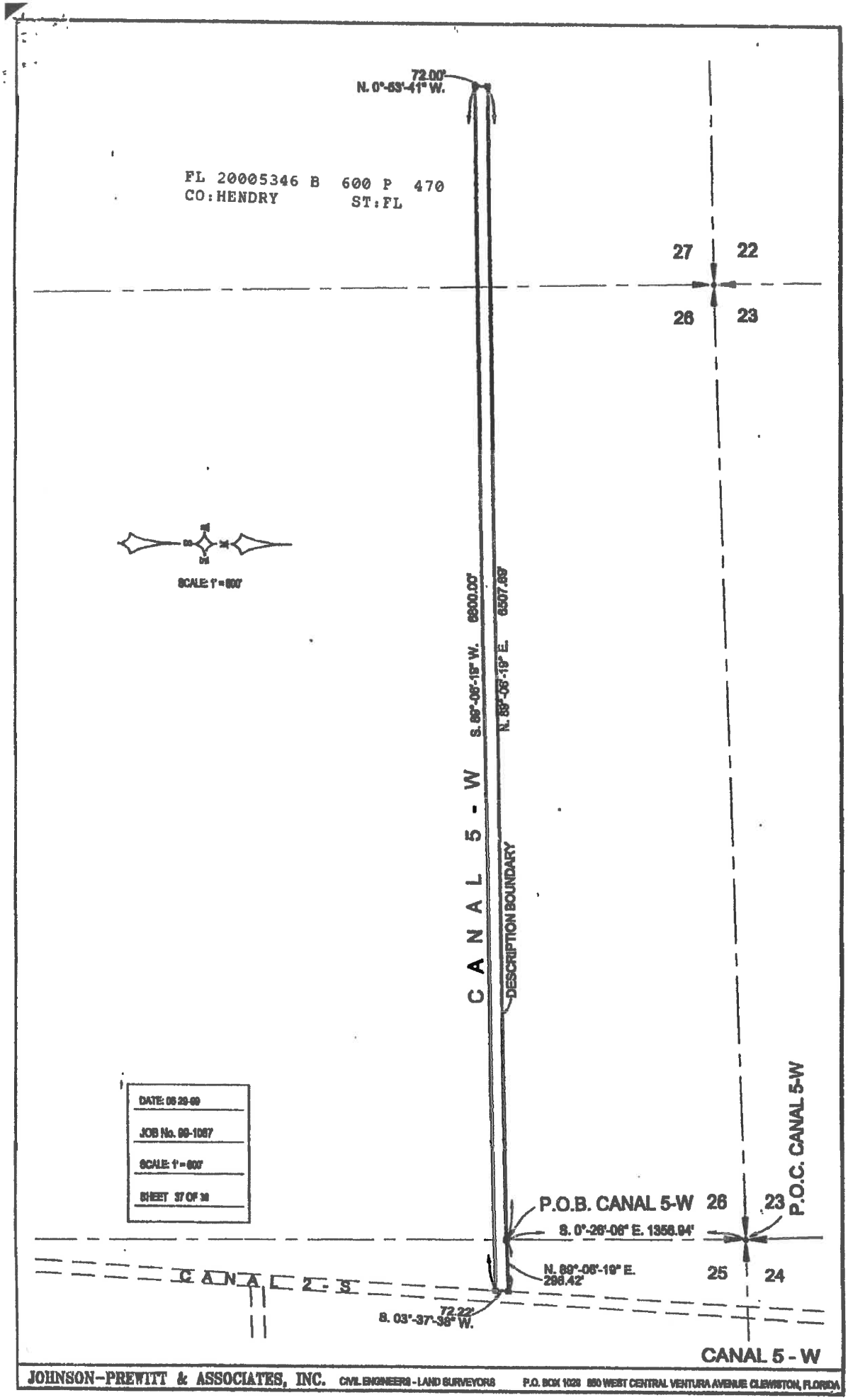
A strip of land 72.00 feet wide (as measured at right angles to the sidelines thereof) lying in Sections 26 and 27, Township 43 South, Range 30 East, Hendry County, Florida, being more particularly described as follows:

Commencing at the northeast corner of said Section 26; thence S.0°26'06"E. along the easterly line of said Section 26, a distance of 1356.94 feet to the Point-of-Beginning of this description; thence N.89°06'19"E. a distance of 298.42 feet to an intersection with the westerly right-of-way line of Canal 2-S; thence S.03°37'38"W. along said right-of-way line, a distance of 72.22 feet; thence S.89°06'19"W. a distance of 6800.00 feet; thence N.0°53'41"W. a distance of 72.00 feet; thence N.89°06'19"E. a distance of 6507.27 feet to the said Point-of-Beginning.

Subject to all easements and rights-of-way of record.

DATE: 09-28-99
JOB No. 99-1087
SHEET 26 OF 39

CANAL 5 - W DESCRIPTION


72.00'
N. 0°-53'-41" W.
FL 20005346 B 600 P 470
CO:HENDRY ST:FL
27
22
26
23
SCALE: 1" = 600'
CANAL 5 - W
S. 89°-06'-19" W. 6600.00'
N. 89°-06'-19" E. 6507.69'
DESCRIPTION BOUNDARY
DATE: 06-29-99
JOB No. 99-1087
SCALE: 1" = 600'
SHEET 37 OF 38
P.O.B. CANAL 5-W
26
23
P.O.C. CANAL 5-W
S. 0°-26'-06" E. 1356.94'
N. 89°-06'-19" E.
296.42'
25
24
C A N A L 2 - S
S. 03°-37'-38" W.
72.22'
CANAL 5 - W
JOHNSON-PREWITT & ASSOCIATES, INC. CIVIL ENGINEERS - LAND SURVEYORS P.O. BOX 1028 850 WEST CENTRAL VENTURA AVENUE CLEWISTON, FLORIDA

FL 20005346 B 600 P 471
CO:HENDRY ST:FL

CANAL 12-W DESCRIPTION

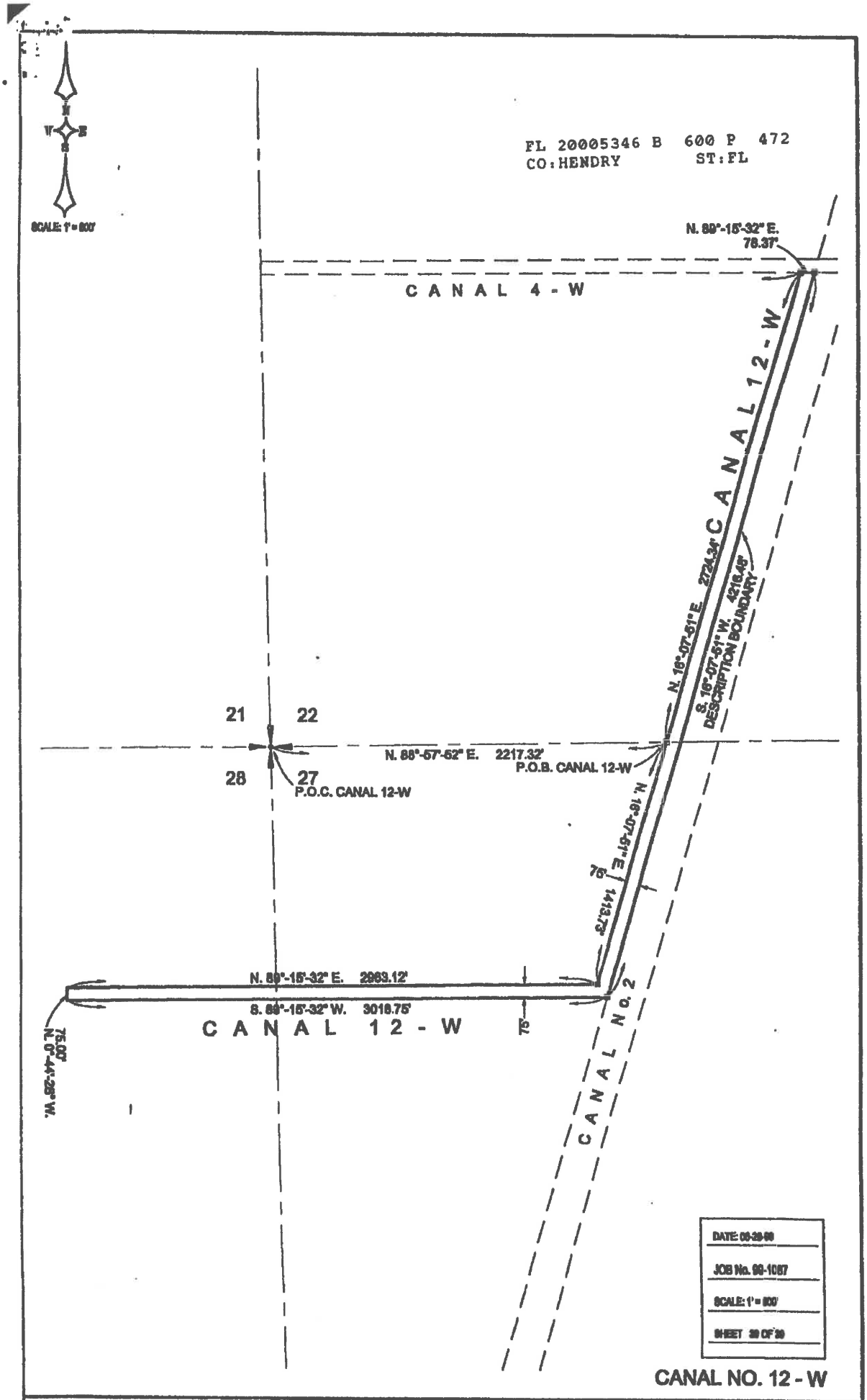
A strip of land 75.00 feet wide (as measured at right angles to the sidelines thereof) lying in Sections 22, 27, and 28, Township 43 South, Range 30 East, Hendry County, Florida, being more particularly described as follows:

Commencing at the southwest corner of said Section 22; thence N.88°52'57"E., along the south line of said Section 22, a distance of 2217.32 feet to the Point-of-Beginning of this description; thence N.16°07'51"E. a distance of 2724.34 feet to an intersection with the southerly right-of-way line of Canal 4-W; thence N.89°15'32"E. along said right-of-way line, a distance of 78.37 feet; thence S.16° 07'51"W. along the westerly right-of-way line of Canal No. 2, a distance of 4216.48 feet; thence S.89 °15'32"W. a distance of 3018.75 feet; thence N.0°44'28"W. a distance of 75.00 feet; thence N.89° 15'32"E. a distance of 2963.12 feet; thence N.16°07'51"E. a distance of 1413.73 feet to the said Point-of-Beginning of this description.

Subject to all easements and rights-of-way of record.

DATE: 06-29-99
JOB No. 99-1087
SHEET 39 OF 39

CANAL 12 - W DESCRIPTION


FL 20005346 B 600 P 472
CO:HENDRY ST:FL
SCALE: 1" = 600'
N. 89°-15'-32" E.
78.37'
CANAL 4 - W
CANAL 12 - W
N. 16°-07'-51" E. 2724.34'
S. 16°-07'-51" W. 4218.49'
DESCRIPTION BOUNDARY
21
22
28
27
N. 88°-57'-52" E. 2217.32'
P.O.B. CANAL 12-W
P.O.C. CANAL 12-W
N. 16°-07'-51" E.
1413.73'
N. 89°-15'-32" E. 2963.12'
S. 89°-15'-32" W. 3018.75'
75'
75.00'
N. 0°-44'-28" W.
CANAL No. 2
DATE: 09-29-99
JOB No. 99-1087
SCALE: 1" = 600'
SHEET 29 OF 29
CANAL NO. 12 - W
JOHNSON-PREWITT & ASSOCIATES, INC. CIVIL ENGINEERS - LAND SURVEYORS P.O. BOX 1029 950 WEST CENTRAL VENTURA AVENUE CLEWISTON, FLORIDA

FL 20005346 B 600 P 473
CO:HENDRY ST:FL

EXHIBIT B

A portion of Section 18, Township 43 South, Range 31 East, Hendry County, Florida, being described as follows:
Commencing at the Northwest corner of said Section 18; thence N.88° 33'07" E., for a distance of 3294.21 feet to a point of curvature of a circular curve, concave to the South, having a radius of 1900.00, a central angle of 01°20'09" and an arc distance of 44.30 feet to the Point of Beginning; thence continue along said arc, for a distance of 298.04 feet; thence S.24°46'40" E., for a distance of 70.79 feet; thence S.86°55'18" W., for a distance of 279.83 feet; thence N.24°46'40"W., for a distance of 112.39 feet to the Point of Beginning. Said lands lying and being Hendry County, Florida. Subject to all easements and/or Rights-of-Way of Record.

A portion of Section 1, Township 43 South, Range 29 East, Hendry County, Florida being described as follows:
Commencing at the Northwest corner of said Section 1; thence S.00°37'17" E., along the West line of said Section 1, for a distance of 820.73 feet to the Point of Beginning; thence continue S.00°37'15"E., for a distance of 33.50 feet to the Northerly Right-of-Way line of Birchwood Parkway as shown on the plat of Port LaBelle Unit 5, as recorded in Plat Book 3 at Page 104 through 106, of the Public Records of Hendry County, Florida; thence Northerly along the Northerly Right-of-Way line of Birchwood Parkway and along a circular curve concave to the Northwest, having a radius of 5500.00 feet, a central angle of 0°28'45" and a arc distance of 46.00 feet; thence N.80°15'36" W., for a distance of 38.12 feet, to the Point of Beginning. Said lands situated, lying and being Hendry County, Florida. Subject to all easements and/or Rights-of-Way of Record.

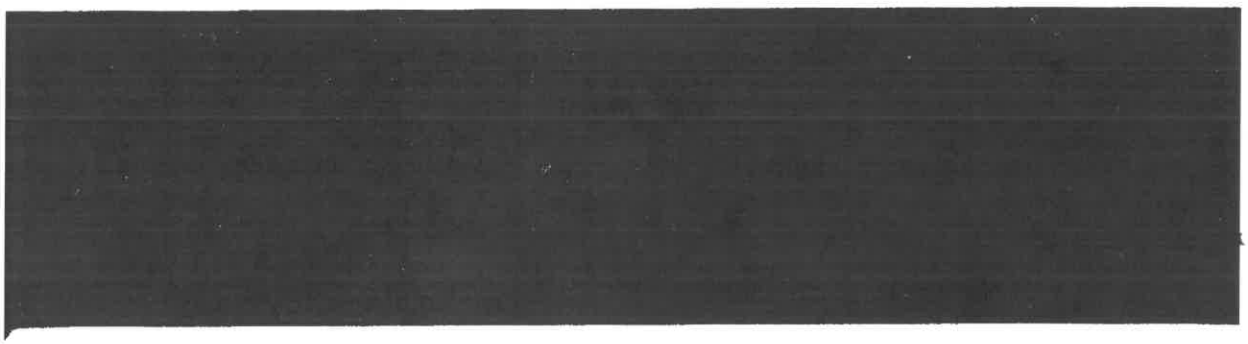
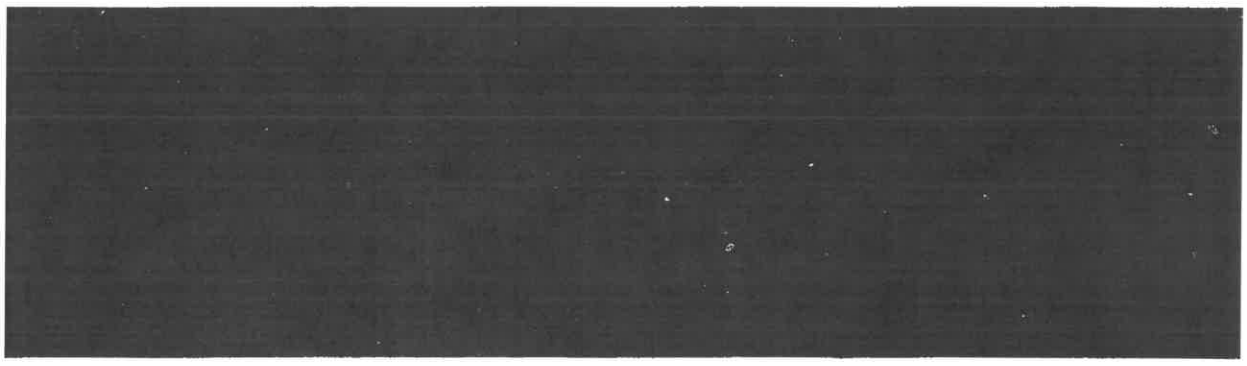


EXHIBIT C

FL 20005346 B 600 P 474
CO:HENDRY ST:FL

Parcel of land in Section 36, Township 42 South, Range 30 East, and Section 31, Township 42 South, Range 31 East, Glades County Florida, being more particularly described as follows:

Commence at the southeast corner of said Section 36, thence N.0°24'27"E. 46.95 feet to the north right-of-way line of State Road 80; thence S.89°44'39"E. along the said north right-of-way of State Road 80, 118.54 feet; thence N.0°49'33"E. 2338.05 feet to the point-of-beginning of this description; thence continue N.0°49'33" E. 30.00 feet; thence N.89°10'27"W. 570.09 feet; thence S.0°00'40"W. 30.00 feet; thence S.89°10'27"E. 569.24 feet to the said point-of-beginning. Subject to all easements and rights-of-ways of record.



BK 790 PG 304 DOC STAMPS $.70 INT # 200808113 1 of 37

This instrument was prepared by
Jeffrey D. Fridkin, Esq.
Grant, Fridkin, Pearson, Athan & Crown, P.A.
Pelican Bay Corporate Centre
5551 Ridgewood Drive, Suite 501
Naples, Florida 34108

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement" or "Agreement") is made this 8th day of July, 2008 (the "Effective Date"), by Barron Water Control District ("Grantor"), P.O. Box 1606, LaBelle, Florida 33975, under authority of the board of trustees created under the Barron-Hilliard-Alico Cooperative Drainage Plan dated March 9, 1962, as recorded in Official Record Book 56, Page 396, Public Records of Hendry County, Florida, and as thereafter amended (collectively referred to as "Joint Trust"), with the consent of Gerber Groves Water Control District, Devil's Garden Water Control District and Collins Slough Water Control District, to Hendry County, a political subdivision of the State of Florida ("Grantee"), P.O. Box 2340, LaBelle, Florida 33975.

RECITALS

A. The Board of County Commissioners ("Board"), as the governing body in and for Hendry County, Florida, has all power of self-government, which includes the authority to contract with both public and private entities with respect to matters concerning real property and storm water drainage;

B. The predecessors of the landowners owning real property within Grantor, Devil's Garden Water Control District ("DGWCD"), Gerber Groves Water Control District ("GGWCD") and Collins Slough Water Control District ("CSWCD") previously constructed a system of canals, protective dikes and control structures (collectively, the

"System") located within Glades and Hendry County, Florida, for the purpose of draining and discharging excess water from the lands covered by Grantor, DGWCD, GGWCD and CSWCD. A description of the lands to be benefited by the System are more particularly described within that certain Clarification and Modification of Existing Drainage Easement Agreement dated November 22, 1971, as recorded in Official Record Book 154, Page 96, Public Records of Hendry County, Florida (the "Benefited Lands");

C. Grantor, DGWCD, GGWCD, and CSWCD represent the respective landowners owning property within Grantor, DGWCD, GGWCD and CSWCD, respectively, under the Joint Trust and possess the rights, privileges and obligations under the Joint Trust;

D. The Joint Trust represents the respective landowners within Grantor, DGWCD, GGWCD and CSWCD, governs the usage, control and operation of the System, and has the power to convey the rights specified herein;

E. "Canal 1", located in Hendry and Glades County, Florida, is one (1) of the canals encompassed in the System. A portion of Canal 1 subject to this Easement is more properly described on Exhibit "A" attached hereto. Grantor is the fee simple owner of Canal 1, with full power and authority to grant and convey the rights specified herein, subject to those rights of the Joint Trust;

F. The current value of the cost of initially constructing Canal 1 and the facilities and structures appurtenant thereto is equal to $825,435.00;

G. Grantee is desirous of connecting to a portion of Canal 1 for purposes of draining and discharging water from certain lands outside the Benefited Lands into Canal 1. Such additional lands are commonly known as Airport-Sears Municipal Service

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Benefit Unit ("Airport-Sears MSBU") and are more properly described on Exhibit "B" attached hereto;

H. Grantee has previously filed that certain Environmental Resource Permit application No. 050202-14 with South Florida Water Management District ("SFWMD"), in which Grantee is seeking authorization to discharge water from the Airport-Sears MSBU into Canal 1 at the rate of 219 cubic feet per second (the "Grantee Permit Application");

I. The parties desire to enter into this Agreement in order to provide Grantee the right to connect to a portion of Canal 1, at the point of intersection between Canal 1 and the railroad right-of-way (which right-of-way is more fully described in Exhibit "C" attached hereto), for the purposes described herein, to provide for maintenance responsibilities, and to provide to Grantee those certain rights specifically set forth herein, subject to the terms and conditions of this Agreement; and

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J. The Board, Grantor, DGWCD, GGWCD, and CSWCD have found that the mutual obligations contained herein serve a valid public purpose, including, but not limited to, enhanced storm water management.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the grant and conveyance hereinafter made, the parties further grant, convey, covenant and agree as follows:

1. The above recitals are true and correct.

2. The Grantor's authorization to Grantee to utilize Canal 1 as set forth herein constitutes a grant of easement in favor of Grantee to install and construct a water discharge structure or structures (the "Structure") for the discharge of waters from the

Structure into and through a portion of Canal 1 to the Caloosahatchee River, in accordance with the terms and conditions of this Easement.

3. In consideration of receiving said Easement, Grantee agrees to be bound by the terms and conditions set forth in this Agreement and shall make an initial capital contribution to Grantor in the amount of $181,595.70 for the discharge of water at a maximum rate of 119 cubic feet per second into Canal 1, said payment to be made within five (5) days from the Effective Date and said payment representing payment by Grantee of Grantee's proportionate share of the capital improvement costs of $825,435.00, referenced in Recital F above, that have been previously expended by the members of the Joint Trust for the construction of Canal 1.

4. Within thirty (30) days from the Effective Date, Grantee shall submit to SFWMD (and simultaneously a copy to Grantor) a letter expressing its intention to modify the Grantee Permit Application, to seek authorization to discharge water from the Airport-Sears MSBU into Canal 1 at the maximum rate of 119 cubic feet per second ("cfs"). Within sixty (60) days of receiving Grantor's written approval of those drainage and connection structure plans referenced under Section 6 below, Grantee shall submit to the SFWMD its formal request to modify the Grantee Permit Application to seek authorization to discharge water from the Airport-Sears MSBU into Canal 1 at the maximum rate of 119 cfs, and shall provide SFWMD with any and all additional calculations and backup materials that may be required.

5. The parties hereto acknowledge and agree that Grantee may seek authorization from the appropriate governmental entities to discharge water from the Airport-Sears MSBU into Canal 1 at a rate greater than 119 cfs at a future date.

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Provided, however, that at such time as Grantee makes a determination of further need for drainage capacity, it shall immediately notify Grantor and the Joint Trust in writing of such intent and obtain their approval. Upon receiving approval from Grantor and the Joint Trust to increase the rate of said discharge, which approval shall not be unreasonably withheld, Grantee shall: (i) at its sole cost and expense, modify the Grantee Permit to authorize discharge at the greater rate approved by Grantor and the Joint Trust; (ii) be liable for the proportionate increase in Grantee's prorated share of the initial capital improvement costs of $825,435.00 for Canal 1, as referenced in Recital F and Section 3 above, which amount shall be paid to Grantor within five (5) days of receiving said approval from Grantor and the Joint Trust; (iii) be liable for the proportionate increase in Grantee's prorated share of operations and maintenance costs in and for Canal 1, as set forth in Section 28 below; and (iv) not make any additional discharge into Canal 1 until all necessary permits have been received and contributions paid. In the event Grantee is not able to secure all necessary governmental approvals to discharge water from the Airport-Sears MSBU into Canal 1 at a rate in excess of 119 cfs subsequent to receiving the aforementioned approval from Grantor and the Joint Trust, Grantee's easement right solely relating to such additional discharge shall automatically terminate, and Grantor shall, within thirty (30) days of receipt of written notice to that effect from Grantee, refund to Grantee its additional share of the initial capital improvement cost previously paid in accordance with subsection (ii) above. Furthermore, Grantee shall not be liable for the proportionate increase in its prorated share of operations and maintenance costs in and for Canal 1, as specified in subsection (iii) above.

6. Within one hundred eighty (180) days of completion of the Christmas Canal Stormwater Treatment Area feasibility study (including the associated water quality testing program included therein) (the "Study"), Grantee shall submit drainage and connection structure plans to Grantor for the discharge of water from the Airport-Sears MSBU into Canal 1 at a maximum rate of 119 cfs. Grantor shall review and approve or disapprove such plans within sixty (60) days of submittal, such approval not to be unreasonably withheld. It is acknowledged by the parties hereto that the Study is estimated to be completed by Grantee within two (2) years from the Effective Date, but in any event shall not be completed later than five (5) years from the Effective Date.

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7. Prior to completing construction of the Structure, Grantee shall maintain in its current status, and at its sole cost and expense, the facilities that are currently located on the property owned by Grantee that direct flow to Canal 1, including, but not limited to, the 24" culvert and any and all ditch blocks, and shall not allow the System or the property governed by the Joint Trust to be damaged as a result of utilizing such facilities. Grantee shall be solely liable and responsible for all costs associated with such maintenance, as well as any costs associated with the repair or replacement of the System or the property owned by landowners within Grantor, DGWCD, GGWCD and CSWCD or governed by the Joint Trust as a result of Grantee's failure to maintain the facilities in its current status.

Construction

8. In addition to the plans submitted concerning drainage and the connecting structure in accord with Section 6 above, Grantee must also, at the same time, submit plans to Grantor for widening, if necessary, of Canal 1 from the point of intersection of

the railroad right-of-way and Canal 1 to the Caloosahatchee River and for re-engineering, if necessary, of the bridge at SR80. The parties acknowledge that the widening of Canal 1 and re-engineering of the bridge at SR80, if necessary, is solely necessitated as a result of Grantee's discharge of water into Canal 1. The parties understand and agree that the Florida Department of Transportation ("FDOT") is currently preparing the plans for reconstruction of the bridge at SR80, and that Grantee has no control over the progress of those plans. As such, in regards to submitting plans to Grantor pertaining to the reconstruction, if necessary, of the bridge at SR80, the parties acknowledge that Grantee shall provide information within its possession to FDOT, with a copy to Grantor, necessary for preparing and completing said plans as quickly as possible, and Grantee will provide to Grantor whatever plans FDOT has prepared, which may not be final, upon completion of said plans. Additionally, Grantee shall request that such reconstruction of the bridge at SR80 be given priority for funding by the FDOT on an ongoing basis. However, notwithstanding anything herein to the contrary, should the FDOT refuse or fail to complete said plans, Grantee shall be solely liable and responsible to complete said plans within a reasonable time thereafter, as well as for any and all costs and fees associated therewith.

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9. The widening of Canal 1 and reconstruction of the bridge at SR80, if necessary, must be completed in accord with the plans referenced under Section 8 above, at or before the time Grantee discharges water into Canal 1 pursuant to any permitting for said discharge. Grantee shall complete said widening of Canal 1, if necessary, within the time period required by the SFWMD permit and the United States Army Corps of Engineers ("Corps") permit granted in favor of Grantee to discharge water from the

Airport-Sears MSBU into Canal 1 at the maximum rate of 119 cfs. The parties acknowledge that the bridge reconstruction work referenced herein, if necessary, will be conducted by the FDOT, and said work shall not be subject to any deadline, except as provided for herein, as the parties hereto have no control over the progress of said work performed by the FDOT. However, the discharge of water by Grantee from the Airport-Sears MSBU into Canal 1 at the rate of 119 cfs shall not occur until any necessary bridge reconstruction work has been completed. The failure to complete the canal widening within the time period stated above or the discharge of water by Grantee from the Airport-Sears MSBU into Canal 1 at the rate of 119 cfs prior to completion of any necessary bridge reconstruction work shall render Grantee in default under this Agreement. Grantee shall be solely liable and responsible for all costs associated with such widening of Canal 1. The parties acknowledge that the reconstruction of the bridge at SR80 will be done at the expense of the FDOT, unless Grantee voluntarily assumes responsibility to undertake such work. However, notwithstanding anything herein to the contrary, should the FDOT refuse or fail to complete said reconstruction of the bridge at SR80, and if said reconstruction of the bridge at SR80 is necessary as a result of Grantee's discharge of water into Canal 1, Grantee shall be solely liable and responsible to complete said work within a reasonable time thereafter, as well as for any and all costs and fees associated therewith. In no instance shall Grantor or the Joint Trust be responsible for any costs relating to the widening of Canal 1 or the reconstruction of the bridge at SR80, where said widening or reconstruction is necessitated by Grantee's discharge of water into Canal 1.

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10. Grantee hereby acknowledges and agrees that in regards to any SFWMD permit, Corps permit or any work to be performed by the FDOT referenced herein, Grantee shall provide necessary information within its possession to assist such entity to the greatest extent possible and shall pursue such permits or work in good faith and as expeditiously as reasonably possible.

11. All permitting and construction of the Structure shall be at the sole cost and expense of the Grantee.

12. All design and construction of improvements to Canal 1 and the Structure, whether permitted or not, as well as any and all permit applications and modifications or amendments thereto, shall be subject to Grantor and the Joint Trust approval, which approval shall not be unreasonably withheld.

13. Grantee shall obtain any and all permits required by the Environmental Protection Agency ("EPA"), Florida Department of Environmental Protection ("DEP"), Corps, FDOT, SFWMD, or Hendry County (as applicable), and/or any other municipality or appropriate governmental agency that may be involved, prior to the commencement of any construction specified herein. Grantor and the Joint Trust assume no duty to ensure that any such authorizations have been obtained or are required, and make no representations as to the availability of such permits.

14. Construction of the Structure must be completed within the time required by the SFWMD permit and the Corps permit granted in favor of Grantee to discharge water from the Airport-Sears MSBU into Canal 1 at the maximum rate of 119 cfs. The failure to complete construction within said time period shall render Grantee in default under this Agreement.

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15. Grantee shall take all reasonable precautions necessary to prevent turbidity or silting upstream or downstream during any and all construction authorized hereunder.

16. At the time of installation, a permanent benchmark shall be established on top of the Structure with the elevation clearly defined.

17. No encroachments shall be allowed to exist by Grantee within the System or on the property owned by landowners within Grantor, DGWCD, GGWCD and CSWCD or governed by the Joint Trust, other than what is authorized by the approved design plans and applicable permitting, and no drainage shall be permitted from any lands outside the boundaries set forth in Exhibit "B."

18. No open channel connections are allowed to Canal 1 or Joint Trust facilities. All connections shall be made by pipe, culverts, etc., constructed of suitable material, and approved by the Joint Trust and by applicable permitting.

19. All facilities installed and constructed by Grantee with approval from Grantor and the Joint Trust shall remain the property of Grantee, who shall be solely responsible for ensuring that such facilities and other uses remain in good and safe conditions and comply with all applicable federal, state, and local safety standards and permits. Grantor and the Joint Trust assume no obligation with regard to ensuring that such uses are so maintained and assume no liability with regard to injuries caused to others by any failure of the facilities. Grantor and the Joint Trust further assume no duty to ensure that the authorized use complies with the safety standards of the applicable governmental entities. If Grantee shall fail to ensure that such facilities and other uses comply with the requirements of this provision, Grantor and the Joint Trust may, in their

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sole discretion, take all actions necessary to ensure such compliance at the sole cost of the Grantee.

20. Grantee shall be solely responsible for the repair or replacement of any existing facilities located on the property owned by landowners within Grantor, DGWCD, GGWCD and CSWCD or governed by the Joint Trust that may be damaged as a result of the installation or maintenance of the Structure and any other facilities authorized hereby.

21. Grantee shall submit "record drawings" to Grantor within sixty (60) days of completion of the Structure. Said drawings should show perimeter grading at or above the Structure's dimensions and elevations. Grantee shall also submit "record drawings" to Grantor: (i) within sixty (60) days of completion of the widening of Canal 1; and (ii) within thirty (30) days of obtaining such drawings from FDOT for reconstruction of the bridge at SR80, or, if Grantee is required to complete said reconstruction of the bridge at SR80 in accord with Section 9 above, within sixty (60) days of completing said reconstruction. Further, Grantee shall submit copies of final government agency permits to Grantor within thirty (30) days of the issuance of same. Failure on the Grantee's part to provide these drawings, the drawings and documentation described in Section 8 above or copies of final government agency permits within the time specified above will result in the Grantee being deemed in default under this Agreement, except Grantee shall not be deemed in default if it has unsuccessfully undertaken good faith efforts to obtain such documents from FDOT.

22. Grantor and the Joint Trust are not responsible for the construction or maintenance of any Grantee crossings over Canal 1, and no new crossings shall be

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constructed by Grantee without prior written approval of Grantor, which approval shall not be unreasonably withheld. The parties hereby acknowledge that, historically, a railroad trestle crossed Canal 1 within the lands described in Exhibit "C".

Operation

23. Grantee's discharge into Canal 1 shall solely be through the Structure.

24. The Structure shall be operated by Grantee in conformance with this Easement, any applicable permits, and guided by the operational status of the System, as determined by Grantor's superintendent. Grantee must notify Grantor in writing at least twenty-four (24) hours in advance of any proposed changes or adjustments to be made to the Structure. Upon receipt of such notification, Grantor, within its sole discretion, will determine whether to permit the proposed change or adjustment, and will inform Grantee of such decision. Grantee shall be liable for all costs to maintain, insure, alter, adjust or repair the Structure.

25. The maximum flow discharged into Canal 1 by Grantee shall not exceed Grantee's permitted discharge rate or the discharge rate approved by Grantor as provided herein, said discharge rate initially being 119 cubic feet per second. Grantee shall monitor its discharge and submit monthly flow reports for review by Grantor. If the maximum flow discharged into Canal 1 by Grantee exceeds Grantee's permitted discharge rate or the discharge rate approved by Grantor as provided herein, Grantee shall take all necessary actions to remedy this problem and reduce the discharge rate to the permitted and approved rate specified herein. Further, Grantee shall be solely responsible to prevent flooding from occurring on the lands appurtenant to Canal 1, where said flooding is the result of Grantee's discharge of water into Canal 1. If Grantee is unable to

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remedy such problem within a reasonable time, Grantor shall have the right to take whatever actions may be necessary to remedy the problem at the sole cost and expense of the Grantee.

26. Grantee must, at its sole cost and expense, monitor the water quality at Grantee's discharge point into Canal 1 from the railroad right-of-way. Grantee shall provide a quarterly report as to such findings for review by Grantor, and shall provide such additional reports as may be required of Grantor, CSWCD, GGWCD and DGWCD by authorities regulating such entities. At all times, the water quality shall be consistent with applicable State and Federal standards. In the event that water quality testing indicates a water quality that does not meet or exceed those standards specified above, Grantee must initiate proper remediation efforts in order to bring the water quality to the acceptable level specified above. Grantee shall have thirty (30) days from the date of receipt of such findings to implement such remediation efforts, and Grantee shall be solely responsible for all costs and expenses related to such efforts. Further, until such remediation efforts are completed and the water quality is restored to acceptable levels as specified herein, Grantee shall provide Grantor with a monthly report as to the water quality at Grantee's discharge point into Canal 1. If Grantee is unable to implement such remediation efforts within the time period specified above, Grantee shall be deemed in default under this Agreement.

27. Grantee's 119 cfs discharge into Canal 1 will require Grantor to modify its water control plan. Grantee shall be responsible for all reasonable costs and expenses associated with such modification of plans and/or permits. Payment shall be made by

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Grantee within thirty (30) days of receipt of a properly documented invoice from Grantor, the accuracy of which is sworn to, under oath, by Grantor's engineer.

28. Grantee will promptly pay its prorated share of the operations and maintenance costs of Canal 1 on the basis of 22.0 percent flow, which percentage was arrived at utilizing a discharge rate for Grantee into Canal 1 of 119 cfs. In the event there is a change or modification to Grantee's 119 cfs discharge rate in comparison to the overall permitted capacity for Canal 1, Grantee's prorated share of the operations and maintenance costs shall be adjusted accordingly so that Grantee continues to pay its proportionate share of said costs.

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29. Grantee shall allow Grantor's inspectors to inspect the Structure or authorized use at any time. Grantor's inspectors shall have the right to field adjust any part of the installation of the Structure, canals and storm water system to conform the Structure, canals and storm water system to those requirements existing under any applicable permits.

30. Grantee acknowledges that any spoil removed from Canal 1 is owned by Grantor. Grantee shall not engage in any activity which interferes with the construction, alteration, maintenance or operation of the System, including, but not limited to:

a. Discharge of debris or aquatic weeds into the System;

b. Causing erosion or shoaling within the System;

c. Planting trees or shrubs or erecting structures which limit or prohibit access by Grantor or the Joint Trust to the System, except as may be authorized by this Easement;

d. Leaving construction or other debris in the System;

e. Damaging Grantor's berms and/or levees;

f. Removal of Grantor owned spoil material; and

g. Removal of or damage to Grantor's locks, gates, and fencing.

Grantee shall be solely responsible for any costs incurred by Grantor resulting from any such interference.

31. Grantee shall not use the facilities connected to Canal 1 as a source of irrigation water.

32. Grantee, by acceptance of this Easement, hereby agrees to comply with all orders of Grantor and the Joint Trust changing, regulating, limiting, scheduling, or suspending discharges into Canal 1, in accordance with criteria established by Grantor and other regulatory agencies, upon prior written notice to Grantee. Notwithstanding anything herein to the contrary, Grantor and the Joint Trust shall not unreasonably or unjustifiably change, regulate, limit, schedule, or suspend such discharges into Canal 1.

33. Grantee agrees to operate and maintain the Structure in perpetuity, until such time as said Easement may be terminated in accordance herewith.

General

34. Any and all reasonable future engineering or surveying review fees associated with implementation of improvements authorized under this Easement or incurred as a result of Grantee's use of Canal 1 shall solely be borne by the Grantee. Payment shall be made by Grantee within thirty (30) days of receipt of a properly documented invoice from Grantor, the accuracy of which is sworn to, under oath, by Grantor's engineer. Further, in consideration of the granting of this Easement, Grantee shall be solely liable and responsible for engineering and attorneys' fees or costs incurred by Grantor, DGWCD, GGWCD, CSWCD and the Joint Trust through the Effective Date

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in the total amount of $90,000.00. Said amount shall be paid by Grantee to Grantor within five (5) days from the Effective Date.

35. The Grantee hereby acknowledges and agrees that any and all rights transferred herein to the Grantee shall be inferior to the rights of the Joint Trust and its members.

36. Grantee shall comply with any and all limiting conditions contained in any permits held by Grantor and the Joint Trust. Such permits will be available for review by Grantee, upon request, prior to the execution of this Agreement.

37. Grantee shall immediately notify Grantor in writing of any previously submitted information that is later discovered to be inaccurate.

38. Grantee acknowledges that Grantor, DGWCD, GGWCD, CSWCD and the Joint Trust are exempt from any liability for personal injury and damages that may arise as a result of the issuance of this Easement. Grantee agrees to hold Grantor, DGWCD, GGWCD, CSWCD and the Joint Trust harmless and to indemnify such parties from any and all damages, expenses, losses, injuries, liabilities, actions, judgments or claims which may arise as a result of Grantee's use or negligence in the ownership, maintenance or operation of the Structure and authorized use of Canal 1, or as a result of the use or negligence of its employees, agents, representatives or any other person or entity acting on its behalf.

39. Grantee shall comply with and shall abide by all applicable laws, permits, regulations, ordinances and restrictive covenants of record pertinent to the authorized use envisioned herein.

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40. If Grantee should vacate this Agreement, withdraw the Grantee Permit Application and not reapply within sixty (60) days of said withdrawal, or convey title of the former railroad right-of-way described in Exhibit "C" to another person or entity without Grantor's prior written consent thereto, this Agreement shall automatically terminate in accord with Section 46 below.

41. If Grantee should fail to cure a default under this Agreement after being provided thirty (30) days written notice of such default by Grantor and/or the Joint Trust, Grantor and/or the Joint Trust shall be entitled to a mandatory injunction and specific performance in accordance with Sections 44 and 45.

42. The parties agree and acknowledge that Grantee shall be solely liable and responsible for any and all fines and fees incurred from any regulatory agencies as a result of Grantee's usage of Canal 1.

43. Grantee agrees to abide by all of the terms and conditions of this Agreement, including any representations made herein or in "Related Documents". Related Documents shall refer to the following: (i) Drainage Easement Agreement by and between W.B. Barron and Lois H. Barron, Ella Hendry, Joe A. Hilliard and Wilmuth Y. Hilliard, Marlin W. Hilliard, and Alico Land Development Company dated March 9, 1962; (ii) Clarification and Modification of Existing Drainage Easement Agreement by and between W. B. Barron and Lois H. Barron, Joe A. Hilliard and Wilmuth Y. Hilliard, Marlin W. Hilliard, Alico Land Development Company, and GGWCD dated November 22, 1971; (iii) Second Modification of Drainage Easement Agreement by and between Grantor, GGWCD, DGWCD, CSWCD, Alico, Inc., Walter Howard, W. Bernard Lester and Ralph Nicholson dated September 25, 1996; and (iv) Third Modification of Drainage

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Easement Agreement by and between Grantor, GGWCD, DGWCD, CSWCD, Alico, Inc., Walter Howard, W. Bernard Lester and Ralph Nicholson dated December 3, 1998. Grantor, GGWCD, DGWCD, CSWCD and the Joint Trust hereby amend Section 8 of the 1971 Clarification and Modification of Existing Drainage Easement Agreement referenced above solely to allow the Easement granted herein to be granted by Grantor to Grantee.

44. In the event of any default under any of the terms of this Agreement, the non-defaulting party may institute legal proceedings or avail itself of any legal remedies available to such party. In the event of any such actions, the prevailing party shall be entitled to an award of court costs and reasonable attorneys' fees incurred in the enforcement of same, all through any level of appeal.

45. Grantee agrees that in the event of any default or threatened default by Grantee of this Easement, the damage that would be suffered by Grantor or the Joint Trust would be inadequately remedied by money damages alone and, therefore, it is agreed that Grantor or the Joint Trust may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Grantor and/or the Joint Trust against any such default or threatened default, including, without limitation, specific performance of this Easement and injunctive relief. Grantee agrees that it will seek to have such a court action resolved as expeditiously as possible and will join in a motion filed by Grantor and/or the Joint Trust to advance on the court's calendar any such action.

46. If the Easement is terminated pursuant to the terms of this Agreement, Grantee shall have thirty (30) days from the date of such termination to seek the approval

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of those permitting agencies that authorized the Structure to remove the authorized use (including, but not limited to, the Structure) and any and all upstream improvements within its ownership which direct flow to Canal 1, as required by Grantor and the Joint Trust. In the event of failure to so comply within said time period, Grantor or the Joint Trust may, in their sole discretion, remove the authorized use and may enter the lands of Grantee to sever such upstream facilities directing flow to Canal 1. Grantee shall be solely responsible for all such removal costs and expenses, including costs associated with obtaining the aforementioned permitting agencies' approvals, and expressly disclaims and waives any and all rights or claims that it may have to recover any and all capital contributions, assessments, fees or costs that Grantee has previously paid in accord with this Easement prior to such termination.

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47. Grantee agrees to abide by all terms and conditions contained within Exhibit "D" hereto and incorporated by reference herein.

48. Grantee shall not interfere with any other existing or future permitted use or facilities authorized by the Joint Trust. The foregoing notwithstanding, Grantee's discharge of water in accordance with the terms hereof shall not be deemed to interfere with any other existing or future permitted use or facilities.

49. Grantee acknowledges that this Easement is a grant of easement to use the specified portion of Canal 1 described herein solely for drainage purposes. By acceptance of this Easement, Grantee acknowledges that the Grantee bears all risks of loss that may result from issuance and/or termination of this Easement.

50. This Easement does not convey to Grantee any property rights other than those specified herein or any rights, privileges, or interest other than those specified herein.

51. No rights of public use are created by this Easement, and Grantee shall not permit such use.

52. Grantee may not assign its rights hereunder, unless and until such time that the assigning party receives prior written approval from Grantor and the Joint Trust. Grantor may, without Grantee's consent, convey ownership of the subject land and the Joint Trust may, without Grantee's consent, convey ownership of the easement described in Section 43 above; however, Grantor and the Joint Trust acknowledge and agree that this Easement shall be considered to be a covenant running with the land and be binding upon the successors, assigns, heirs and personal representatives of Grantor and the Joint Trust.

53. This Easement shall be construed under and in accordance with the laws of the State of Florida, without regard to the conflicts of law provisions, and the parties hereby submit themselves to the exclusive jurisdiction of the courts in and for Hendry County, Florida and agree that venue solely lies in said courts.

54. This Easement supersedes and shall control over any and all previous agreements (oral or written) entered into between the parties relating to the subject matter herein.

55. Any notice to any of the parties required or permitted under this Easement shall be given only in writing and shall be deemed to have been duly given on the date of delivery if delivered personally, or on the first attempted date of delivery after mailing to

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the party to whom notice is to be given by certified mail, return receipt requested, or by overnight delivery through a recognized overnight delivery service at the address set forth below, or at the most recent address specified by written notice given to the sender by the addressee under this provision. Notice may also be given by facsimile, with proof of sending. Any notices or other documents required to be delivered pursuant to this Easement shall be delivered to the following addresses:

To Grantee:	County Administrator, Hendry County P.O. Box 2340 LaBelle, FL 33975 Fax No.: (863) 675-5317
With a copy to:	County Attorney, Hendry County P.O. Box 2340 LaBelle, FL 33975 Fax No.: (863) 675-5317
To Grantor:	Barron Water Control District Attn: Lester Baird 3293 Dellwood Ter. LaBelle, FL 33935 Fax No.: (863) 675-9297
With a copy to:	Elizabeth J. Daniels, Esq. Johnson, Pope, Bokor, Ruppel & Burns, LLP 911 Chestnut Street Clearwater, FL 33756 Fax No.: (727) 441-8617
To the Joint Trust:	Board of Trustees of the Barron-Hilliard-Alico Cooperative Drainage Plan Attn: John R. Alexander, Chairman P.O. Box 338 LaBelle, FL 33975 Fax No.: (863) 675-5799
With a copy to:	Jeffrey D. Fridkin, Esq. Grant, Fridkin, Pearson, Athan & Crown, P.A. 5551 Ridgewood Drive, Suite 501 Naples, FL 34108 Fax No.: (239) 514-0377

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56. No waiver, alteration, amendment, modification or addition to this Easement shall be effective or binding upon the parties hereto until reduced to writing and signed by all parties hereto.

57. Nothing herein shall be interpreted as a waiver of any of the parties' rights to sovereign immunity pursuant to Florida law.

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[REMAINDER OF THE PAGE PURPOSELY LEFT BLANK. SIGNATURES CONTAINED ON THE FOLLOWING PAGES.]

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the date indicated above.

GRANTOR:

BARRON WATER CONTROL DISTRICT

By: Mark Colbert
Mark Colbert, President
P.O. Box 1606
LaBelle, FL 33975

Lester B. Baird, Sr
Witness
Name printed: Lester B. Baird, Sr

Witness
Name printed: Michael Trahan

STATE OF FLORIDA
COUNTY OF Hendry

The foregoing instrument was acknowledged before me this 30th **day of** June, **2008, by Mark Colbert, as President of Barron Water Control District.**

A. Denise Plair
Signature of Notary Public – State of Florida

(Stamp)

Personally Known ✓ **OR Produced Identification** ___. **Type of Identification Produced** _____

A. DENISE PLAIR
MY COMMISSION # DD 368898
EXPIRES: January 4, 2009
Bonded Thru Notary Public Underwriters

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GRANTEE:

HENDRY COUNTY BOARD OF COUNTY COMMISSIONERS

By: Janet B. Taylor
Janet B. Taylor, Chair
P.O. Box 2340
LaBelle, FL 33975

Barbara S. Butler
Witness
Name printed: Barbara S. Butler

Mark F. Lapp
Witness
Name printed: Mark F. Lapp

STATE OF FLORIDA
COUNTY OF Hendry

The foregoing instrument was acknowledged before me this 8th **day of** JULY **, 2008, by Janet B. Taylor, Chair of the Hendry County Board of County Commissioners.**

Signature of Notary Public – State of Florida

(Stamp)

Personally Known X **OR Produced Identification** ___. **Type of Identification Produced** _____

JUDI KENNINGTON-KORF
MY COMMISSION # DD 529922
EXPIRES: April 14, 2010
Bonded Thru Notary Public Underwriters

BOARD OF TRUSTEES OF THE BARRON-HILLIARD-ALICO COOPERATIVE DRAINAGE PLAN

By: _____
John R. Alexander, Trustee
P.O. Box 338
LaBelle, FL 33975

Dan L Gunter
Witness
Name printed: DAN L. GUNTER

_____
Witness
Name printed: Michael Tarkanian

STATE OF FLORIDA
COUNTY OF Hendry

The foregoing instrument was acknowledged before me this 30th **day of** June, **2008, by John R. Alexander, Trustee of the Barron-Hilliard-Alico Cooperative Drainage Plan.**

_____
Signature of Notary Public – State of Florida

(Stamp)

Personally Known ✓ **OR Produced Identification** ___. **Type of Identification Produced** _____

A. DENISE PLAIR
MY COMMISSION # DD 368899
EXPIRES: January 4, 2009
Bonded Thru Notary Public Underwriters

BK 790 PG 328 25 of 37

By: Lester B. Baird

Lester B. Baird, Sr., Trustee
P.O. Box 1606
LaBelle, FL 33975

Mark Colbert

Witness
Name printed: MARK D. COLBERT

Witness
Name printed: Michael Thomas

STATE OF FLORIDA
COUNTY OF Hendry

The foregoing instrument was acknowledged before me this 30th day of June, 2008, by Lester B. Baird, Sr., Trustee of the Barron-Hilliard-Alico Cooperative Drainage Plan.

A. Denise Plair

Signature of Notary Public – State of Florida

(Stamp)

Personally Known ✓ OR Produced Identification ___. Type of Identification Produced _____

A. DENISE PLAIR
MY COMMISSION # DD 368898
EXPIRES: January 4, 2009
Bonded Thru Notary Public Underwriters

BK 790 PG 329 26 of 37

By: Bryan Beer
Bryan Beer, Trustee
P.O. Box 790
LaBelle, FL 33975

Witness
Name printed: Michael Trabucco

Witness
Name printed: Lester B. Baird, Sr

STATE OF FLORIDA
COUNTY OF Hendry

The foregoing instrument was acknowledged before me this 30th day of June, 2008, by Bryan Beer, Trustee of the Barron-Hilliard-Alico Cooperative Drainage Plan.

A. Denise Plair
Signature of Notary Public – State of Florida

(Stamp)

Personally Known ✓ OR Produced Identification ___. Type of Identification Produced _____

A. DENISE PLAIR
MY COMMISSION # DD 368898
EXPIRES: January 4, 2009
Bonded Thru Notary Public Underwriters

BK 790 PG 330 27 of 37

ACKNOWLEDGED AND CONSENTED TO BY:

GERBER GROVES WATER CONTROL DISTRICT

By: Bryan Beer

Bryan Beer, President
P.O. Box 790
LaBelle, FL 33975

Witness
Name printed: Michael Tribble

Witness
Name printed: Lester B. Baird, Sr

STATE OF FLORIDA
COUNTY OF Hendry

The foregoing instrument was acknowledged before me this 30th **day of** June, **2008, by Bryan Beer, President of Gerber Groves Water Control District.**

A. Denise Plair
Signature of Notary Public – State of Florida

(Stamp)

Personally Known ✓ **OR Produced Identification** ___. **Type of Identification Produced** _____

A. DENISE PLAIR
MY COMMISSION # DD 368898
EXPIRES: January 4, 2009
Bonded Thru Notary Public Underwriters

BK 790 PG 331 28 of 37

DEVIL'S GARDEN WATER CONTROL DISTRICT

By: _____
John R. Alexander, President
P.O. Box 338
LaBelle, FL 33975

_____
Witness
Name printed: Steven Smith

_____
Witness
Name printed: Patrick W. Murphy

STATE OF FLORIDA
COUNTY OF Hendry

The foregoing instrument was acknowledged before me this 30th **day of** June **, 2008, by** John R Alexander **President of Devil's Garden Water Control District.**

_____
Signature of Notary Public – State of Florida

(Stamp)

Personally Known ✓ **OR Produced Identification** ___. **Type of Identification Produced** _____

A. DENISE PLAIR
MY COMMISSION # DD 368898
EXPIRES: January 4, 2009
Bonded Thru Notary Public Underwriters

BK 790 PG 332 29 of 37

COLLINS SLOUGH WATER CONTROL DISTRICT

By: _____
John R. Alexander, President
P.O. Box 338
LaBelle, FL 33975

_____
Witness
Name printed: Steven Smith

_____
Witness
Name printed: Patrick W. Murphy

STATE OF FLORIDA
COUNTY OF Hendry

The foregoing instrument was acknowledged before me this 30th **day of** June, **2008, by** John R Alexander **President of Collins Slough Water Control District.**

_____
Signature of Notary Public – State of Florida

(Stamp)

Personally Known ✓ **OR Produced Identification** ___. **Type of Identification Produced** _____

A. DENISE PLAIR
MY COMMISSION # DD 368896
EXPIRES: January 4, 2009
Bonded Thru Notary Public Underwriters

This Easement Agreement is issued in quintuplet. Please sign all copies and return to Grantor for signature. This Agreement is valid only after all signatories have signed. Construction by Grantee prior to receiving a fully executed Agreement is not allowed. A duplicate copy of this Agreement must be on site at all times during the construction and installment phase of the Agreement.

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EXHIBIT "A"

LEGAL DESCRIPTION OF CANAL 1

PORTION OF CANAL 1 USED BY AIRPORT-SEARS MSBU DESCRIPTION

A strip of land of varying widths lying in Sections 28, and 33, Township 42 South, Range 30 East, Glades County, Florida, and Sections 3, 10, and 15, Township 43 South, Range 30 East, Hendry County, Florida, said strip beginning on the southerly Right-of-way line of the Caloosahatchee River (Canal C-43) and ending at the intersection with the southeasterly line of the abandoned Railroad Right-of-Way, as described in O.R. Book 547, Page 573, Public Records of Hendry County, Florida, being more particularly described as follows:

Commencing at the northeast corner of said Section 33, Township 42 South, Range 30 East; thence N.89°52'37"W. along the north line of said Section 33, a distance of 1839.74 feet to the Point-of-Beginning of this description; thence S.07°47'15" E. a distance of 5319.88 feet; thence S.01°08'28" W. a distance of 24.68 feet to an intersection with the north right-of-way line of State Road 80; thence S.06°04'11"W., Crossing into Hendry County a distance of 226.89 feet to an intersection with the south right-of-way line of said State Road 80; thence S.02°42'56"W. a distance of 374.60 feet; thence S.01°08'28"W. a distance of 1706.01 feet; thence S.05°16'27"W. a distance of 4417.87 feet; thence S.02°08'22" E a distance of 1241.29 feet to the beginning of a curve to the left; thence along an arc of said curve, having a radius of 100.00 feet, a central angle of 61°10'36", and whose long chord bears S.32°43'40"E. for a distance of 101.77 feet, arc distance being 106.77 feet; thence S.63°19'01"E. along a tangent line, a distance of 365.47 feet; thence S.26°40'59"W. a distance of 476.07 feet; thence N.61°30'00"W. a distance of 398.04 feet; thence N.02°08'22"W. a distance of 1732.29 feet; thence N.05°16'27"E. a distance of 4423.61 feet; thence N.01°08'28"W. a distance of 1701.54 feet; thence N.02°42'56"E, a distance of 363.67 feet to an intersection with the said south right-of-way line of State Road 80; thence N.06°06'42"E. a distance of 226.86 feet to an intersection with the said north right-of-way line of State Road 80; thence N.01°08'28"E. a distance of 12.25 feet; thence N.07°47'15"W. a distance of 8270.13 feet to an intersection with the said south right-of-way line of the Caloosahatchee River (Canal C-43); thence N.82°20'13"E. a distance of 200.00 feet; thence S.07°47'15"E. a distance of 2969.68 feet to the said Point-of-Beginning of this description. Subject to the right-of-way of State Road 80 and 130' wide easement for railroad, if any.

Subject to all other easements and right-of-way of record.

EXHIBIT "B"

LEGAL DESCRIPTION OF ADDITIONAL LANDS
AKA AIRPORT-SEARS MSBU

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RECORDED IN RESOLUTION BOOK IX, PAGE 391

NOW THEREFORE , BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HENDRY COUNTY, FLORIDA, that:

Section 1.- CREATION OF UNIT AND BOUNDARIES pursuant to the powers granted to the Board of County Commissioners of Hendry County, Florida by constitution of the State of Florida, the Florida Statutes, in particular, Section 125, Florida Statutes, and Hendry County Ordinance No. 88-7, the Board of County Commissioners of Hendry County, Florida hereby creates municipal service benefit unit to be known as the Airport-Sears Municipal Service Benefit Unit, (hereinafter referred to as, "the Unit"), and more particularly described as follows:

> All of Sections 16, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35 and 36 in Township 43 South, Range 29 East, Hendry County, Florida and all of Sections 19, 20, 30, 31 and that portion of Sections 21, 28, 29 and 32 lying west of the Seaboard Coastline Railroad right-of-way in Township 43 South, Range 30 East, Hendry County, Florida. All of Sections 1, 2, 3, 4, 9, 10, 11, 12, 14, 15, 16, 23, 26 and that portion of Section 13 lying west of the Seaboard Coastline Railroad right-of-way in Township 44 South, Range 29 East, Hendry County, Florida and that portion of Sections 5, 6, 7 and 18 lying west of the Seaboard Coastline Railroad in Township 44 South, Range 30 East, Hendry County, Florida, and that portion of Sections 24 and 25 lying west of the Seaboard Coast Line right- of-way all lying in Township 44 South, Range 29 East, Hendry County, Florida.

Section 2.- The purpose of the Unit is limited to providing streets, drainage and lighting to the above described property in Hendry County, Florida.

Section 3.- TERM: The Unit shall exist until terminated by the Board of county Commissioners of Hendry County, Florida, by repeal of this Resolution.

Section 4.- THE GOVERNING BODY: Board of the County Commissioners of Hendry County, Florida shall be the governing body of the Unit.

Section 5.- GENERAL POWERS: The governing body shall have all powers necessary or convenient to carry out the purposes of this Resolution and such addftional rights and powers as are provided by the Constitution of the State of Florida, the laws of

EXHIBIT "B"

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EXHIBIT "C"

RAILROAD RIGHT-OF-WAY

Exhibit "A"

DESCRIPTION - VACATED RAILROAD RIGHT-OF-WAY
SOUTH OF STATE ROAD 80 TO SOUTH END OF PLATS

A right-of-way lying within Sections 3, 10, 15, 16, 21, 28, and 29, Township 43 South, Range 30 East, Hendry County, Florida, being more particularly described as follows.

From the northeast corner of the Plat of "Port La Belle Unit 21" as recorded in Plat Book 5, Pages 106-117, of the Public Records of Hendry County, Florida, run S26°40'59"W, along the east line of said plat and the southerly extension thereof, 25396.23 feet; thence N88°57'06"E, along the south line of said Section 29, 146.87 feet, thence N26°40'59"E, along the westerly right-of-way line of C-1 Canal (a 200' wide right-of-way), 25408.73 feet; thence N89°47'54"W, along the southerly line of State Road No. 80, 72.62 feet; thence S26°40'59"W, 16.08 feet; thence N89°47'54"W, 72.62 feet to the Point of Beginning.

together with

DESCRIPTION - RAILROAD RIGHT-OF-WAY
SOUTH OF PORT LaBELLE PLATS

Commence at the Northeast Corner of Section 32, Township 43 South, Range 30 East, Hendry County, Florida, thence run S88°07'15"W, along the north line of said Section 32, a distance of 1664.45 feet to the Point of Beginning of the centerline of a 130.00 foot wide strip of land lying 65.00 feet on each side of the following described centerline; thence S25°51'46"W, 19,785.80 feet to a point of curve, concave to the east, having a radius of 2864.93 feet, thence southerly along the arc of said curve, a distance of 1110.05 feet, through a central angle of 22°12'00" to the curve's end, thence S03°39'46"W, a distance of 2661.00 feet, more or less to the south line of Section 13, Township 44 South, Range 29 East, Hendry County, Florida, and the Point of Terminus of the centerline.

EXHIBIT "C"

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EXHIBIT "D"

LIMITING CONDITIONS

1. Grantee agrees that the stormwater discharge authorized by this Easement shall comply with all applicable provisions of Part IV of Chapter 373, Florida Statutes, as well as applicable management and storage of surface water rules, including but not limited to, 40E-4.301, 40E-400.214, and 40E-400.315, Florida Administrative Code, and Section 5.2 of the SFWMD Basis of Review for Environmental Resource Permit Applications, as amended. All costs of correcting any violations of SFWMD law and rules shall be the exclusive obligation of Grantee.

2. All activities authorized by this Easement shall be conducted in a manner which does not cause violations of state water quality standards. The Grantee shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards.

3. All waters discharged into the System shall meet water quality standards in accordance with applicable laws of Florida and the Federal Government.

4. Grantee agrees to implement generally recognized best management practices and pollution prevention guidelines to minimize the presence of nutrients and pesticides in the runoff draining into Canal 1 as a result of any drainage connection authorized in this Easement or as a result of any other landowner's connections to the Grantee's canals which discharge into Canal 1, and avoid resulting water quality impacts on adjacent bodies of water.

5. Grantee agrees to implement a Surface Water Quality Monitoring Plan, and to monitor pre-development and post-development surface water quality at the Structure.

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BARBARA BUTLER CLERK OF CIRCUIT COURT HENDRY COUNTY FL.

The Surface Water Quality Monitoring Plan shall consist of those items agreed to by the parties hereto ("Surface Water Quality Monitoring Plan").

6. Grantee, through its contractor, shall provide a bond ("Bond") in favor of Grantor and the Joint Trust in the amount of 110% of the cost of installation of the Structure and canal improvements. The Bond shall be released upon issuance of final inspection by Grantor and the Joint Trust and Grantee's submittal of "record drawings" and copies of all applicable permits to Grantor and the Joint Trust.

7. The Joint Trust and Grantor retain the right to object to or otherwise challenge the issuance of any application for water use permit with the SFWMD.

r:\dau\wrd_lit\alicotrusted\atlantic gulf\easement agreement-revised-final clean.doc

This Instrument is Prepared
By and Returned To:
Patriot Energy Partners
180 Barbados Drive
Jupiter, Florida 33458

Inst:201526002962 Date:4/10/2015 Time:12:55 PM
DC,Barbara S. Butler,Hendry County Page 1 of 6 B:890 P:597

OIL, GAS AND MINERAL LEASE

Paid-Up Lease KE FORM AA 8/2013 (With Letter Agreement and Seismic Option Language)

THIS OIL, GAS AND MINERAL LEASE, sometimes referred to herein as "lease" or "agreement", is dated October 12, 2013 and will become effective upon the Lessee notifying the Lessor, Successors, or Heirs and exercising its option as provided for in the Seismic Permit and Lease Option Agreement. The effective date of the lease will be the day after the Lessee exercises its option in writing and tenders the payment of the bonus payment as set forth in the Seismic Permit and Lease Option Agreement. A legal notification of the Lessee exercising its option will be recorded setting forth the effective date of this lease within the 18 month period as provided for in the Seismic Permit and Lease Option Agreement, by and between Ferguson-House Farms, Inc.
whose mailing address is P.O. Box 14739, Miami, Florida 33101
hereinafter referred to as "Lessor" (whether one or more), and KEROGEN FLORIDA ENERGY COMPANY LP, whose mailing address is 340 North Sam Houston Parkway East, Suite 249, Houston, TX 77060, hereinafter referred to as "Lessee". In the event a legal notification of Lessee exercising its option is not recorded within eighteen (18) months of October 12, 2013 and the payment of the bonus as set forth in the Seismic Permit and Lease Option Agreement is not tendered within eighteen (18) months of October 12, 2013, this lease will be null and void

WITNESSETH:

1. Lessor, in consideration of Ten and More Dollars, ($10.00) in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of testing, by any method or methods, for formations or structures, geochemical operations, geophysical operations, investigating, exploring, prospecting, and drilling for and producing oil, gas and all other minerals, laying pipe lines, building locations, tanks, power stations, telephone lines, and other structures thereon, to produce, save, store, process, take care of, treat, dispose of, transport, and own said products, constructing and maintaining roads and bridges, water supply wells, disposal wells, injection wells, pits and, in general, for all appliances or structures, equipment, servitude and privileges which may be necessary, useful or convenient in connection with any such operations conducted by Lessee thereon, the following-described leased land in the County of Hendry, State of FLORIDA, to wit:

See Attached Exhibit "A"

2. This lease shall be for a term of FIVE (5) YEARS from the effective date hereof (called 'primary term') and as long thereafter as oil, gas (whether or not classified as a hydrocarbon), or other mineral(s) are produced from the leased land hereinabove described. "Leased lands" shall be described as all lands that are covered by this lease, any lands pooled therewith, and any lands that provide access for drilling, operations or other supporting activities.

3. This lease also covers all property acquired by prescription, accretions and any small strips or parcels of land now or hereafter acquired or claimed by Lessor which are contiguous or adjacent to the leased land whether or not such parcels are known to exist by Lessor or Lessee, and for the aforementioned consideration, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the leased land so covered. For the purpose of determining the amount of any shut-in or minimum royalties hereunder, said leased land shall be deemed to be comprised of 1,427.49 acres, whether it actually comprises more or less.

4. The royalties to be paid Lessor are: (a) on oil, ONE-EIGHTH (1/8) of that produced and saved from said leased land, the same to be delivered at the wells or to the credit of Lessor into the tanks or pipeline to which the wells may be connected. Lessee may from time to time purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase; and (b) on gas, including casinghead gas or other gaseous substances produced from said leased land and used off the leased land or used in the manufacture of gasoline or other products, the market value at the well of ONE-EIGHTH (1/8) of the gas used, provided that on gas sold on or off the leased land the royalty shall be ONE-EIGHTH (1/8) of the amount realized from such sale. Lessee shall have the free use of oil, gas, coal, wood and water, including the free use and right to drill and produce water from said leased land, except water from Lessor's wells, for all operations conducted on the leased premises or on lands pooled or unitized therewith, and the royalty on oil and gas shall be computed after deducting any so used. The amount realized from the sale of gas on or off the leased land shall be the price established by the gas sales contract entered into in good faith by Lessee and gas purchaser for such term and under such conditions as are customary in the industry. 'Price' shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event Lessee treats oil or compresses, treats, purifies, or dehydrates gas (whether on or off the leased land) or transports gas or oil off the leased land, Lessee, in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

5. Lessee may at any time execute and deliver to Lessor or place of record, a release or releases covering all or any portion or portions of the above-described leased lands and thereby surrender this lease as to such portion or portions and terminate from and after the date of surrender all obligations as to the acreage surrendered, including any obligations to offset producing wells. Lessee shall retain rights of ingress and egress across and through any released portion and/or strata of the leased lands in order to have necessary access to that portion and/or strata of the leased lands which remains in force and on which Lessee continues to conduct operations.

6. If at the expiration of the primary term and any extension thereof there is no well upon said leased land capable of producing oil, gas or other mineral(s), but Lessee has commenced operations for exploration, drilling, development, recompleting or reworking thereon, the lease shall remain in force so long as such operations are prosecuted with no cessation of more than one hundred and eighty (180) consecutive days, whether such operations be on the same well or on a different or additional well or wells, and if they result in the production of oil, gas, or other mineral(s), so long thereafter as oil, gas or other mineral(s) are produced from said leased land. If, after the expiration of the primary term, and any extension thereof all wells upon said leased lands should become incapable of producing for any cause, this lease shall not terminate if Lessee commences operations for additional drilling, recompleting or reworking within one hundred and eighty (180) days thereafter. Production under the terms of this lease in order to continue the same in force subsequent to the primary term, and any extension thereof need not be in paying quantities; provided, however, that Lessee shall not be obligated to, but may at its option, produce any well which does not yield operating costs plus a reasonable profit. If a gas well on a pooled and/or consolidated gas unit, which includes all or a portion of the leased land, is reclassified as an oil well, the date of such reclassification shall be considered as the date of cessation of production for purposes of applying this provision. Operations anywhere on any part of a unit which includes all or any part of the leased land, regardless of whether such operations were commenced before or after the execution of this lease or the instrument declaring the unit, shall be treated for all purposes as if they were operations on the leased land and references in this lease to production from or operations on the leased land shall be deemed to include production from or operations on any portion of such unit; provided that if after creation of a unit a well is drilled on land within the unit area (other than the leased lands) which well is not classified as the

type of well for which the unit was created (oil, gas or other covered minerals as the case may be), such well shall be considered a dry hole for purposes of applying this provision. Lessee shall have the right and privilege to commence a continuous development program on this lease on or before the expiration of the primary term, or any extension thereof. Continuous development program is defined herein to mean that not more than one hundred and eighty (180) days shall elapse between the completion or plugging of one well and the commencement of operations for the drilling of the next well; and thereafter Lessee shall drill additional wells with no more than one hundred and eighty (180) days elapsing between the completion of one well and the commencement of operations for the drilling of another well. Furthermore, provided Lessee fulfills the foregoing requirement to commence operations for the drilling within the first one hundred and eighty (180) days from the end of the primary term or extension thereof, this lease shall not terminate for so long as Lessee maintains a continuous drilling program where Lessee commences operations for the drilling of at least one (1) new well on the leased land or on leased lands pooled and/or consolidated therewith within one hundred and eighty (180) days from the completion of the prior one hundred and eighty (180) day continuous drilling period. If during any such one hundred and eighty (180) day continuous drilling period, Lessee commences drilling operations on the leased land or on leased lands pooled and/or consolidated therewith for more than one well, then for each such additional well the Lessee shall earn a credit for any well(s) required to be commenced in subsequent one hundred and eighty (180) day drilling periods. In other words, Lessee shall be entitled to accumulate and later use any well(s) commenced in advance of an upcoming one hundred and eighty (180) day continuous drilling period(s) (each an "Advanced Well"), so that each Advanced Well may be applied to extend an equal number of subsequent or upcoming one hundred and eighty (180) day continuous drilling period(s).

In the event that only one well is completed within any one hundred and eighty (180) day continuous drilling period, Lessee shall be credited with the remaining number of days left between the date of commencement of operations for the drilling of a well and expiration of the one hundred and eighty (180) day continuous drilling period. In other words, Lessee shall be entitled to accumulate and later use the number of days equal to the difference of one hundred and eighty days (180) and the number of days it took to begin commencement of operations for the drilling of a well. That is to say, if it takes Lessee eighty days (80) days from the date of the end of the expiration of the primary term or any extension thereof to commence a well, Lessee would accumulate one hundred (100) days to be applied to and extend the subsequent one hundred and eighty (180) day continuous drilling period.

The date on which a one hundred eighty (180) day period shall have elapsed without the commencement of operations, as provided above, is the "conclusion of continuous development", on which date this lease shall terminate as to all lands, except each "Retained Acreage Tract", defined as follows: A "Retained Acreage Tract" is defined as the designated area of leased land in as near the shape of a square or rectangle as possible around a well, as to all depths covered by this lease, not to exceed one hundred sixty (160) acres as to a vertical well in surface area plus a tolerance of ten percent (10%) thereof, except that any Retained Acreage Tract formed for the production of oil or gas and associated hydrocarbons from a horizontal drainhole well shall not exceed one thousand two hundred eighty (1,280) acres in surface area, plus ten percent (10%) tolerance, for a horizontal drainhole with a horizontal wellbore with a length of over one hundred (100) feet; provided, however, that should any governmental authority having jurisdiction allow or permit the creation of units larger than those specified, units created may conform in size with those allowed or permitted by governmental regulations, whichever is larger. Following the conclusion of continuous development this Lease shall be and become a separate lease, having the terms hereof, as to each such Retained Acreage Tract to the end that it shall thereafter remain in force as to each respective Retained Acreage Tract and the lands allocated thereto, to the extent of the depths retained hereunder, so long and only so long as a well located thereon shall continue to produce oil and gas in paying quantities or Lessee shall commence additional drilling, reworking, or mining operations or resumes or restores such production within one hundred eighty (180) days after any cessation of such production and continues such operations without the lapse of more than one hundred eighty (180) days between the completion of one well and the commencement of operations on another well on said Retained Acreage Tract or re-working operations on a well located on said Retained Acreage Tract in an effort to restore production of oil and gas in paying quantities.

7. Lessee is granted the right and option to pool and/or consolidate the leased lands covered hereby, or any portion or portions thereof, whether or not Lessee has pooling and/or consolidation rights in such other leased or unleased lands, and Lessee may pool and/or consolidate any stratum or strata under said leased or unleased lands with the same stratum or strata in and under other leased or unleased lands, to form a unit for the production of (1) oil and casinghead gas, or (2) dry gas or gas well gas, including gas wells producing crude oil, condensate or distillate, the unit or units to be in such shape and of such dimensions as Lessee may elect; provided that such unit or units when completed shall be composed of tracts each of which is contiguous to, touches or corners with one (1) or more of the other tracts in the unit in such manner as to form one (1) connected tract or unit, and provided, further, that any tracts included in such unit or units separated only by a road, highway, street, railroad right of way, river, canal, or a combination of such, or by a strip of leased or unleased land having an average width not greater than six hundred (600) feet, the title to which strip of leased land or the minerals therein or any part thereof is in any governmental body or agency, shall be considered as contiguous, cornering or touching within the meaning of this paragraph. Any unit formed for the production of oil or gas and associated hydrocarbons shall not exceed one hundred sixty (160) acres as to a vertical well in surface area plus a tolerance of ten percent (10%) thereof, except that any unit formed for the production of oil or gas and associated hydrocarbons from a horizontal drainhole well shall not exceed one thousand two hundred eighty (1,280) acres in surface area, plus ten percent (10%) tolerance, for a horizontal drainhole with a horizontal wellbore with a length of over one hundred (100) feet. Provided, however, that should any governmental authority having jurisdiction allow or permit the creation of units larger than those specified, units created may conform in size with those allowed or permitted by governmental authorities or regulations, whichever is larger. The term "horizontal drainhole well" shall mean an oil well or a gas well in which the horizontal component of the gross completion interval exceeds one hundred (100) feet in length.

8. Lessee may exercise its right and option to pool and/or consolidate said leased lands or any part thereof as authorized in Paragraph 7 hereof at any time during the term of this lease by executing an instrument in writing describing the pooled and/or consolidated unit, specifying the purposes for which such consolidation is made, and mailing or delivering to the Lessor a copy thereof, and/or by filing same for record in the county where such leased land is located. Separate pooling and/or consolidations may be made, at the same or at different times, for the purposes of (1) oil and casinghead gas; and (2) dry gas or gas well gas, including gas wells producing crude oil, condensate or distillate; and the inclusion of a particular area in a unit for one (1) purpose shall not preclude the inclusion of such area or any part hereof in another unit for another purpose. The leased lands, stratum, strata or estates so pooled and/or consolidated shall be developed and operated as one (1) tract as if said pooled and/or consolidated tract had been originally covered by one (1) lease for the purposes for which the pooling and/or consolidation was made. Any well or wells of the type covered by the pooling and/or consolidation that may have been commenced or completed prior to, or that may be commenced after the pooling and/or consolidation, on any portion of the pooled and/or consolidated tract, regardless of where located thereon, shall be deemed to have been drilled under the terms of this lease on leased lands covered hereby for all purposes except for the payment of royalties on production; provided further, that any operations for exploring, developing, drilling and completing a well on the pooled and/or consolidated tract shall be deemed to be operations on the above-described leased lands under the terms of this lease, regardless of whether said operations result in a well of the type covered by the pooling and/or consolidation, or a well of a type not covered by the pooling and/or consolidation. In lieu of royalties specified elsewhere herein, Lessor shall receive on production from a pooled and/or consolidated tract subsequent to the effective date of pooling and/or consolidation, only such portion of the royalties stipulated in Paragraph 4 hereof as his net royalty acreage interest in the leased lands, stratum or strata placed in the pooled and/or consolidated tract bears to the total surface area of the leased lands, stratum or strata comprising the pooled and/or consolidated tract.

The aforementioned units may be designated either before or after the completion of wells and Lessee may reduce, enlarge, modify or dissolve such unit or units at any time either prior to the discovery of oil, gas, or other minerals on the pooled and/or consolidated area, or after discovery of same, at any time, by filing a written declaration to such effect in the county where such leased land is located.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of its inability to obtain any license or permit, or the scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and/or by Federal, state, county, or local law, ordinance, or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil, gas or other minerals from the leased lands; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. An event of "Force Majeure" means an event beyond the control of the Authority and the Operator, which prevents a Party from complying with any of its obligations under this lease agreement, including but not limited to Acts of God (such as, but not limited to, fires, explosions, earthquakes, hurricanes, excessive rainfall, drought, tidal waves and floods or flooding), shortage or inability to access required drilling or development equipment or services, problems with site access, and/or delays in obtaining the necessary regulatory approvals for drilling or development activities. The specification of causes of force majeure herein enumerated shall not exclude other causes from consideration in determining whether Lessee has used reasonable diligence wherever required

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in fulfilling any obligations or conditions of this lease, express or implied, and any delay of not more than six (6) months after termination of force majeure shall be deemed justified. All terms and conditions of this lease, whether express or implied, shall be subject to all Federal and State Laws, Executive Orders, Rules, or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or such failure is the result of, any such Law, Order, Rule, or Regulation.

10. If for any period or periods of time after discovery of oil, gas or other mineral(s), no oil, gas or other mineral(s) are produced from the leased land but there is located thereon a gas well, a bradenhead well, or a well capable of producing gas and condensate or gas and distillate from which the gas is not sold or used for any reason, or there is located on said leased land an oil or gas well which is not produced on account of any of the causes stated in Paragraph 9 hereof, this lease shall nevertheless continue in full force and effect and it shall be deemed that oil or gas is being produced from the leased land as long as there remains upon the leased land one or more wells capable of producing oil or gas. If any such well drilled and/or completed after the expiration of the primary term and any extension thereof is shut-in, Lessee shall be obligated to pay or tender to Lessor within forty five (45) days after the expiration of each period of one (1) year in length (annual period) during which such well is so shut-in, as royalty, One Dollar ($1.00) per net acre, applicable to the interest of Lessor in acreage embraced in this lease as of the end of such annual period; provided that, if production from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, Lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to Lessor by United States mail to the address shown above.

Royalty ownership as of the last day of each such annual period as shown by Lessee's records shall govern the determination of the party or parties entitled to receive such payments.

If any such well drilled and completed during the primary term and any extension thereof remains shut-in on the expiration of the primary term and any extension thereof, it shall be deemed that such well was actually completed and shut-in on the date of the expiration of the primary term and any extension thereof, but otherwise all of the foregoing provisions relating to shut-in well payments shall be applicable to such well.

11. Lessor hereby specifically authorizes Lessee to use any means or method recognized by the petroleum industry to increase the total ultimate recovery of liquid or gaseous hydrocarbons. In connection with any pressure maintenance or enhancement, water flood, gas flood, and any secondary or tertiary recovery program which Lessee may conduct hereunder, Lessor also authorizes Lessee, subject to the applicable orders of the Department of Environmental Protection of the State of Florida, (1) to control and alter pressures within the producing interval or intervals underlying the Leased Premises, (2) to inject water, liquid or gaseous hydrocarbons, carbon dioxide, or other substances, into the producing interval or intervals underlying the Leased Premises at such times, in such quantities, and through such wells located on the Leased Lands or lands pooled or unitized therewith, as Lessee may deem advisable, (3) to convert any presently producing well or wells on the Leased Lands or lands pooled or unitized therewith to water supply wells, water or gas injection wells, or to drill new wells on the Leased Lands or lands pooled or unitized therewith, for such purposes, and (4) to shut down or otherwise control or vary the production from wells on the Leased Lands or lands pooled or unitized therewith.

Nothing herein shall relieve Working Interest Owners from the obligation to develop reasonably as a whole the leased lands committed hereto. Lessee shall have free use of any water, liquid or gaseous hydrocarbons, or carbon dioxide, which may be produced from the Leased Lands or lands pooled or unitized therewith, for the purpose of injecting such substances into the producing interval or intervals for pressure maintenance or enhancement operations, for water flooding operations, gas flooding operations, or any secondary or tertiary operations employed on the Leased Lands or on lands pooled or unitized therewith. Lessor hereby grants unto Lessee the right to inject into the producing interval or intervals any water, liquid or gaseous hydrocarbons, or carbon dioxide, including such substances which are produced from lands other than the Leased Lands or lands pooled or unitized therewith, in whatever amounts Lessee deems expedient for its operations.

12. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto. Notwithstanding any actual or constructive knowledge or notice to Lessee, no change or division in the ownership of the leased lands or royalties, however accomplished, shall be binding upon the Lessee (except at Lessee's option in any particular case), until sixty (60) days after Lessee shall have been furnished with the original, a copy certified by the official recorder of the county where the leased land or some part thereof is located, or a Photostat of the recorded instrument or instruments, evidencing the change or transfer, including any intermediate transfer from the Lessor prior to said date whether or not due. In case of death of any person entitled to receive royalties, the evidence of change in ownership shall consist of letters of administration or final decree of distribution of the estate of the decedent issued by a court of competent jurisdiction of the decedent's estate including his interest in the leased lands above described. Lessee may until such date continue to pay such royalties as if such change or transfer had not been made, or may pay the same according to the interest of record as disclosed by the last certification of an abstract in Lessee's possession subsequent to the date of the lease, or at Lessee's option, may suspend the payment thereof until sixty (60) days after such evidence is received. No change or division in the ownership of the leased land or royalties shall operate to enlarge the obligations or diminish the rights of the Lessee. No division of royalties shall be made effective except at the end of a calendar month. If the ownership of royalties becomes changed into separate divided portions of said leased land and the owner of any such royalty desires separate gauges for production from such separate tracts, he shall request the Lessee to set separate measuring and receiving tanks and pay to the Lessee in advance the Lessee's estimated cost of procuring and setting such tanks and making the connections therefor; and unless and until such is done, Lessee may pay such royalties to the separate owners jointly or may suspend payment until such time as said separate owners shall agree in writing upon an apportionment of such royalties and furnish Lessee with the original agreement.

Whether or not this lease be owned by one party or by two or more different parties, operations, or production under the terms of this lease, or drilling, recompleting or reworking operations on any portion of the leased land above described, shall keep this lease in effect upon all land herein leased. The Lessee shall not be liable for the failure of any subsequent owner of this lease, in whole or in part, to perform the terms, conditions and obligations of this lease, express or implied. Offsetting shall never be required to protect one portion of the leased land against drainage through a well or wells on another portion of the leased land. If six (6) or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating a trustee to receive payment for all.

13. Lessee shall have the right within one (1) year from the date of abandonment of the last well on this lease or leased lands pooled and/or consolidated therewith, to remove all property and fixtures placed by Lessee on said leased land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury pipe lines below ordinary plow depth.

14. The Lessee agrees to pay for damages to crops or improvements caused by operations of Lessee.

15. Whenever used in this lease, the word "operations" (unless specified to the contrary) shall mean preparation for and any of the following: dirt work, building of roads and locations, drilling, testing, completing, reworking, recompleting, deepening, plugging back, abandoning, repairing or dewatering of a well in search of or in an endeavor to obtain, increase, or restore and/or market or render marketable or more valuable production of oil, gas, and all other minerals covered under this lease, and/or production, actual or constructive, of oil, gas, and all other minerals covered under this lease, whether or not in paying quantities.

16. Lessor does hereby grant, transfer and convey unto Lessee a right-of-way and easement to drill and operate on the surface and under the surface of the leased lands described herein, and all leased lands pooled and/or consolidated or unitized with the leased land, and any other leased lands contiguous or adjacent to the leased land described herein notwithstanding any partial release or other partial termination of this lease owned by Lessor for the purposes of exploring, drilling, mining and operating for, developing and producing oil, gas and other minerals and associated hydrocarbons under the terms of any oil and gas leases (s), now owned or hereafter acquired by Lessee, covering the leased lands and all leased lands pooled and/or consolidated or unitized with the leased lands and to take any and or all other actions necessary or desirable in the exercise of the rights granted herein. This right-of-way and easement shall remain in full force and effect for the primary term hereto and any extension thereof and as long thereafter as used by Lessee for the purposes herein granted.

17. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessor considers that Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

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CORPORATE ACKNOWLEDGMENT

STATE OF Florida §
COUNTY OF Hendry §

The foregoing instrument was acknowledged before me this 12th day of October, 2013
By Dwayne A. House as Secretary/President or Authorized Officer of
Ferguson-House Farms, Inc. a Florida
Corporation, on behalf of the Corporation. That He/She/They is/are personally known to me or produced a Florida Driver's License as identification.

Given under my hand and official seal, this 12th day of October, 2013

LAURIE CUMBIE
Notary Public - State of Florida
My Comm. Expires Jan 20, 2015
Commission # EE 56664

Signature of Notary: Laurie Cumbie
Notary Public in and for the State of Florida
Printed Name: Laurie Cumbie
Commission Expires: 1-20-15

CORPORATE ACKNOWLEDGMENT

STATE OF Texas §
§
COUNTY OF Harris §

The foregoing instrument was acknowledged before me this 17th day of January 2014 (date) by Cliff Klingler, Vice-President of Land of KEROGEN FLORIDA ENERGY COMPANY LP (name of Partnership acknowledging), a Texas Partnership, on behalf of the Partnership. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary Public - State of Texas:
Danielle J. Straus
(Signature of person taking acknowledgment)
Danielle J Straus
(Name typed, printed or stamped)
expires 3-6-2017
~~(Title and Serial number)~~

Affix Seal Below:

DANIELLE J. STRAUS
Notary Public, State of Texas
My Commission Expires
March 06, 2017

18. Lessor hereby warrants and agrees to defend the title to said leased land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said leased land; and in the event Lessee does so, Lessee shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. The application of any royalties to the payment of any tax or any lien which appears of record against said leased land, or for the reimbursement of Lessee for the payment of any such tax or lien, shall constitute full and complete payment of such sum, in like manner as if such payment had been made to Lessor whether or not such tax or other liens constitutes a valid lien against said leased land. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns a less interest in the above described leased land, or any part thereof, than the entire undivided fee simple estate therein, whether or not this lease purports to cover the whole or a fractional interest, then the royalties to be paid Lessor shall be only in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which he is seized. Lessee shall have the right to accept leases or conveyances from others owning or claiming to own interests in the leased land or minerals covered hereby adverse to the rights of Lessor herein. Provided, that nothing herein contained shall be construed to deprive Lessee of any right or remedy for breach of warranty afforded by law, including, but not limited to the marshaling of assets in the event of a foreclosure of any lien or encumbrance.

19. If any term or other provision of this lease is invalid, illegal or incapable of being enforced under any rule of law, all other conditions and provisions of this lease shall nevertheless remain in full force and effect.

20. This lease shall be governed by and interpreted in accordance with the laws of the State of Florida (exclusive of any principles of conflicts of laws which would direct application of the substantive laws of another jurisdiction).

21. This lease may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one (1) and the same instrument.

22. The signature and acknowledgment page(s) of this lease may be detached, assembled and affixed to one (1) original lease and the parties hereto do ratify and agree to this method of structuring the lease.

23. This is a paid-up Lease and Lessee shall not be obligated during the primary term and any extension thereof to commence or continue any operations of whatsoever character or to make any payments hereunder in order to maintain this lease in force during the primary term and any extension thereof; however, this provision is not intended to relieve Lessee of the obligations to pay royalties on actual production pursuant to the provisions of Paragraph 4 hereof.

24. The terms of this Oil, Gas & Mineral Lease, along with the letter agreement executed of even date herewith, by the undersigned Lessor and Lessee, constitutes the entire understanding between Lessor and Lessee with regard to the subject matter hereof, superseding all prior statements, representations, discussions, agreements and understandings. The terms of this Oil, Gas & Mineral Lease, along with the letter agreement executed of even date herewith, by the undersigned Lessor and Lessee, will inure to and be binding upon the respective successors and assigns of Lessor and Lessee. The obligations and responsibilities of Lessor and Lessee under this Oil, Gas & Mineral Lease, along with the letter agreement executed of even date herewith, by the undersigned Lessor and Lessee will run with the Leased Premises. Lessor and Lessee will cause all subsequent assignees of the Leased Premises to expressly acknowledge and agree to be bound by all of the obligations and responsibilities set forth in this Oil, Gas & Mineral Lease, and the letter agreement executed of even date herewith, by the undersigned Lessor and Lessee, so that all such assignees will likewise be bound to each other for performance of the obligations and responsibilities set forth in this Oil, Gas & Mineral Lease and the letter agreement dated of even date herewith, by the undersigned Lessor and Lessee. Any future assignments of the Leased Premises will not in any way diminish, compromise, extinguish, or effect a release of Lessor's obligations and responsibilities to Lessee, its successors or assigns, or the obligations and responsibilities of Lessee, its successors or assigns, to Lessor. This Oil, Gas & Mineral Lease and the letter agreement executed of even date herewith, by the undersigned Lessor and Lessee, cover the entire understanding of the parties. There are no oral agreements, promises or representations inconsistent with or supplementary to the agreement herein expressed.

25. Lessor hereby grants Lessee the option to extend the primary term of this lease for an additional Five (5) years beyond the expiration of the original primary term hereof as to all or any portion of the leased land then held hereunder ~~which would expire unless so extended~~. This option may be exercised by Lessee, or its successors and assigns, at any time before the ~~expiration~~ of the primary term hereof by paying to Lessor or to Lessor's credit at the depository bank which may be named herein, ~~the sum of~~ **Twenty Dollars and NO/100 ($20.00)** per net mineral acre for each acre so extended, which payment shall cover the ~~Five (5) years~~ of the extended term and Lessor acknowledges that there will be no rental payments due for or during the extended term. ~~Payment~~ may be made by check mailed or delivered or wire transfer directly to Lessor or to said depository bank which may be ~~named herein~~. Should this option be exercised as herein provided, it is agreed that Lessee may execute and file of record an instrument evidencing the exercise of this option.

In witness whereof, the parties have signed this Oil Gas and Mineral Lease on this 10th day of October, 2013.

Witnesses: (2 Witnesses are Required)

Ronnie Crumbie
(Signature)
Connie Crumbie
(Name Printed)
(Signature)
(Name Printed)

Witnesses: (2 Witnesses are Required)

(Signature)
(Name Printed)
(Signature)
(Name Printed)

Witnesses: (2 Witnesses are Required)

(Signature)
(Name Printed)
(Signature)
(Name Printed)

Lessor(s):

(Signature) DUWAYNE A. VAUGHT
(Name Printed)
(Signature)
(Name Printed)

Lessors(s):

(Signature)
(Name Printed)
(Signature)
(Name Printed)

Lessee:

KEROGEN FLORIDA OPERATING COMPANY LP
(Signature) CLIFF KLINGLER
(Name Printed) VICE PRESIDENT LAND
(Title)

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EXHIBIT "A"

A parcel of land lying withing Sections 2, 3, 10, 11, 14, 15, and 16, Township 43 South, Range 30 East, Hendry County, Florida, more particularly described as follows:

From the Northeast corner of said Section 10, run N 89°29'29" West, along the North line of said Section 10, a distance of 989.69 feet to the Point of Beginning; thence N 26°40'59"E, 1108.23 feet; thence S89°49'54"E, 216.20 feet; thence N00°12'06"E, 10.00 feet; thence S89°47'54"E, 2246.90 feet; thence S00°55'48"E, 599.12 feet; thence S11°17'55"W, 8617.61 feet; thence S88°37'59"W 2571.59 feet; thence S01°22'01"E, 120.00 feet; thence N88°37'59"E, 2401.21 feet; thence N88°32'46" E, 143.47 feet; thence S11°17'55"W, 803.08 feet; thence S24°47'56"W, 2001.83 feet; thence S88°37'59"W, 4356.17 feet; thence S88°38'41" W, 1168.19 feet; thence N26°40'59"E, 4310.65 feet; thence N 63°19'01" W, 200.00 feet; thence N26°41'01"E, 7804.44 feet, to the Point of Beginning.

And

A parcel of land lying withing Sections 21 and 22, Township 43 South, Range 30 East, Hendry County, Florida, more particularly described as follows:

Beginning at the Northwest corner of said Section 22; thence N88°38'09"E, along the North line of said Section 22, a distance of 4356.17 feet; thence S24°47'56"W, along the Westerly right-of-way line of the C-2 Canal (a 200'wide right-of-way), 2595.27 feet; thence S16°07'51"W, 331.30 feet; thence S89°15'32"W, 3125.22 feet thence S01°05'01" E, 75.00 feet; thence S89°15'32"W, 2571.46 feet, thence N 26°40'59"E, along the easterly right-of-way of the C-1 Canal (a 200' wide right-of-way), 3012.14 feet; thence N88°38'09"E, along the North line of said Section 21, a distance of 1168.16 feet, to the Point of Beginning.

And

All of Block 92 of Goodno's Addition to LaBelle, as per map or plat recorded in Plat Book 3, Page 3, Public Records of Lee County, Florida, and lying and being in Hendry County, Florida, less and except therefrom the following:
A parcel of land in Block 92 of Goodno's Addition to LaBelle as recorded in Plat Book 3, Page 3, Public Records of Lee County, Florida, said parcel being more particularly described as follows: Commencing at the Southeast corner of said Block 92 a distance of 15.00 feet; thence North 0°09'52" West along the East line of said Block 92 a distance of 15.00 feet; thence South 89° 36' 09" West along a line lying 15.00 feet north of (as measured at right angles) and parallel to the south line of said Block 92 and northerly right-of-way line of Garden Road, a distance of 2.22 feet; thence North 89° 40' 53" West a distance of 400.00 feet; thence South 89° 36' 09" West along a line lying 20.00 feet north of (as measured at right angles) and parallel to the said south line of Block 92; a distance of 17.77 feet to an intersection with the west line of said Block 92; thence South 0° 12' 36" East along said west line a distance of 20.00 feet; thence North 89° 36' 09" East along said south line of Block 92 and north right-of-way line of Garden Road, a distance of 420.00 feet to the said Point of Beginning of the description.

NOTICE OF EXERCISE OF OIL AND GAS LEASE OPTION AND EFFECTIVE DATE OF OIL AND GAS LEASE

STATE OF FLORIDA §
§
COUNTY OF HENDRY §

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Whereas, KEROGEN FLORIDA ENERGY COMPANY LP, whose mailing address is 340 North Sam Houston Parkway East, Suite 249 Houston, Texas 77060, ("Company" or "Kerogen"), entered into that certain **SEISMIC PERMIT AND LEASE OPTION AGREEMENT** "Option" dated October 12, 2013 together with Ferguson-House Farms, Inc., whose address is P.O. Box 14739, Miami, Florida 33101, ("Owner"), covering certain lands lying in Hendry County, in the State of **FLORIDA** (the "Leased Land").

Whereas, Company and Owner further entered into that certain **OIL, GAS AND MINERAL LEASE,** covering the Leased Land, executed on October 12, 2013, 2013, which **OIL, GAS AND MINERAL LEASE** has since been filed of record at Book 890, Page 597 of the Official Public Records of Hendry County, Florida, as Instrument Number 201526002962 (the "Subject Lease").

Whereas, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with the terms and conditions of said Option, Kerogen, at its election, hereby presently exercises its Option.

Whereas, this Notice shall serve as notice pursuant to the Option and the Subject Lease that the effective date of the Subject Lease shall be April 10, 2015.

In witness whereof, the undersigned have executed this **NOTICE OF EXERCISE OF OIL AND GAS LEASE OPTION AND EFFECTIVE DATE OF OIL AND GAS LEASE** on this 8th day of April, 2015.

Witnesses:

Sign:_____
Print:_____

Kerogen Florida Energy Company LP

Sign: Cliff Klingler
Print: Cliff Klingler
Title: Vice President - Land

NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF Harris §

The foregoing instrument was acknowledged before me this 8th day of April, 2015, (date) by Cliff Klingler, Vice-President of Land of KEROGEN FLORIDA ENERGY COMPANY (name of Partnership acknowledging), a Texas Partnership, on behalf of the Partnership. He is personally known to me.

Notary Public - State of Texas:

Danielle J. Straus
(Signature of Notary)
Printed Name: Danielle J. Straus
My Commission Expires: 3-6-2017

Affix Seal Below:

DANIELLE J. STRAUS
Notary Public, State of Texas
My Commission Expires
March 06, 2017

THIS INSTRUMENT PREPARED BY:

_____

_____

_____

Parcel I.D. Nos: 1-30-43-03-A00-0003.0000
1-30-43-03-A00-0005.0000
1-30-43-10-A00-0005.0000

**Inst: 202026009368 Date: 09/03/2020 Time: 1:02PM
Page 1 of 5 B: 982 P: 1548, Kimberley Barrineau,
Clerk of Court Hendry, County, By: DH
Deputy ClerkDoc Stamp-Deed: 0.70**

TEMPORARY EASEMENT AGREEMENT

THIS INDENTURE made and entered into on this 1st day of September, 2020, by and between FERGUSON-HOUSE FARMS, INC., whose address is P. O. Box 14739, Miami, Florida 33101, Grantor; and BLACK BOAR RANCH, LLC, 7955 State Road 80 East, LaBelle, Florida 33975, Grantee. Grantor and Grantee are collectively referred to herein as the "parties."

WHEREAS, Grantor and Grantee are owners of separate parcels of land in Sections 3 and 10, Township 43 South, Range 30 East, Hendry County, Florida, lying south of the SR80 right-of-way; and

WHEREAS, Grantee desires to remove stockpiled spoil material from its land via SR80 by way of a haul road located, in part, on Grantor's land;

NOW, THEREFORE, in pursuance of this Agreement the parties restate the above recitals and, in consideration of TEN AND 00/100 DOLLARS ($10.00) and other good and valuable consideration, including the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, Grantor grants unto Grantee, its heirs and assigns, a non-exclusive easement for purposes of ingress and egress over and across the lands described as the "Easement Area" which is more particularly described as follows:

See, Exhibit "A" attached hereto,

to facilitate Grantee's spoil material removal operations in accordance with the following conditions:

1. Grantee will construct and maintain a haul road in the Easement Area that will accommodate opposing traffic and will support H-20 loading.

2. Grantee will construct, where necessary, and maintain a minimum four-strand barbed-wire fence along the perimeter of the Easement Area.

3. The haul road shall be used to facilitate Grantee's spoil removal operations and Grantee's use is restricted to use by its material removal operator and employees, service vehicles, and material transport and associated vehicles.

**Inst: 202026009368 Date: 09/03/2020 Time: 1:02PM
Page 2 of 5 B: 982 P: 1549, Kimberley Barrineau,
Clerk of Court Hendry, County, By: DH
Deputy ClerkDoc Stamp-Deed: 0.70**

4. Grantor's use of the Easement Area shall not impede Grantee's continuous use of the haul road located therein for its intended purpose.

5. This Temporary Easement Agreement will automatically terminate three (3) years from its effective date, which is the date first written above, unless otherwise extended in writing by the parties.

6. The interest granted by this instrument involves an easement interest only for the purposes stated herein and does not convey fee title to any lands above described.

7. Grantee shall be responsible for promptly repairing at Grantee's sole cost and expense any damage to the Access Easement Parcel caused by Grantee's use of the Access Easement Parcel and/or the use of the Access Easement Parcel by Grantee's officers, agents, employees, guests, lessees, licensees, invitees, contractees and subcontractees, successors and assigns. Grantee shall not have the right to install gates or other obstructions within the Access Easement Parcel, or otherwise change, alter, or modify the Access Easement Parcel in any way without the prior written consent of the Grantor, which consent may be withheld by the Grantor in its sole and absolute discretion. Grantee expressly assumes all risk in connection with Grantee's use of the Access Easement Parcel and/or the use of the Access Easement Parcel by Grantee's officers, agents, employees, guests, lessees, licensees, invitees, contractees and subcontractees, successors and assigns. For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by Grantee, Grantee shall indemnify, defend, release and hold harmless Grantor from and against all loss, damage and liability incurred by Grantor (including but not limited to reasonable attorney's fees and costs both at trial and any appeals) which arises directly, indirectly or proximately, in connection with: (1) the granting of this Access Road Easement, and/or (2) Grantee's use of the Access Easement Parcel and/or the use of the Access Easement Parcel by Grantee's officers, agents, employees, guests, lessees, licensees invitees contractees and subcontractees, successors and assigns.

TO HAVE AND TO HOLD the easement is hereby granted unto the Grantee, its heirs and assigns in accordance herewith.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

Signatures on following pages.

Inst: 202026009368 Date: 09/03/2020 Time: 1:02PM
Page 3 of 5 B: 982 P: 1550, Kimberley Barrineau,
Clerk of Court Hendry, County, By: DH
Deputy ClerkDoc Stamp-Deed: 0.70

Signed, sealed and delivered
in the presence of:

(sign) Darran Carney
(print) Darran Carney

(sign) _____
(print) _____

As to BLACK BOAR RANCH, LLC

Christopher B. Asplundh, Jr., MGR

STATE OF Pennsylvania
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 31 day of Aug, 2020, by Christopher B. Asplundh, Jr. as MGR of Black Boar Ranch, LLC, who is personally known to me or who has produced the following identification: _____.

Notary Public
Print Name: Kimberly S Wiley
Commission No.: 1178828
Commission Expires: 5/4/2022

(seal)

Commonwealth of Pennsylvania - Notary Seal
KIMBERLY S WILEY - Notary Public
Montgomery County
My Commission Expires May 4, 2022
Commission Number 1178828

Inst: 202026009368 Date: 09/03/2020 Time: 1:02PM
Page 4 of 5 B: 982 P: 1551, Kimberley Barrineau,
Clerk of Court Hendry, County, By: DH
Deputy Clerk:Doc Stamp Deed: 0.70

Signed, sealed and delivered
in the presence of:

(sign) _____
(print) Rock Aboujaoudé

(sign) _____
(print) David Rolls

As to FERGUSON-HOUSE FARMS, INC.

_____
Dwayne A. House, President

STATE OF FLORIDA
COUNTY OF HENDRY

The foregoing instrument was acknowledged before me this 1st day of September, 2020, by Dwayne A. House, as President of Ferguson-House Farms, Inc., who is personally known to me or who has produced the following identification: _____.

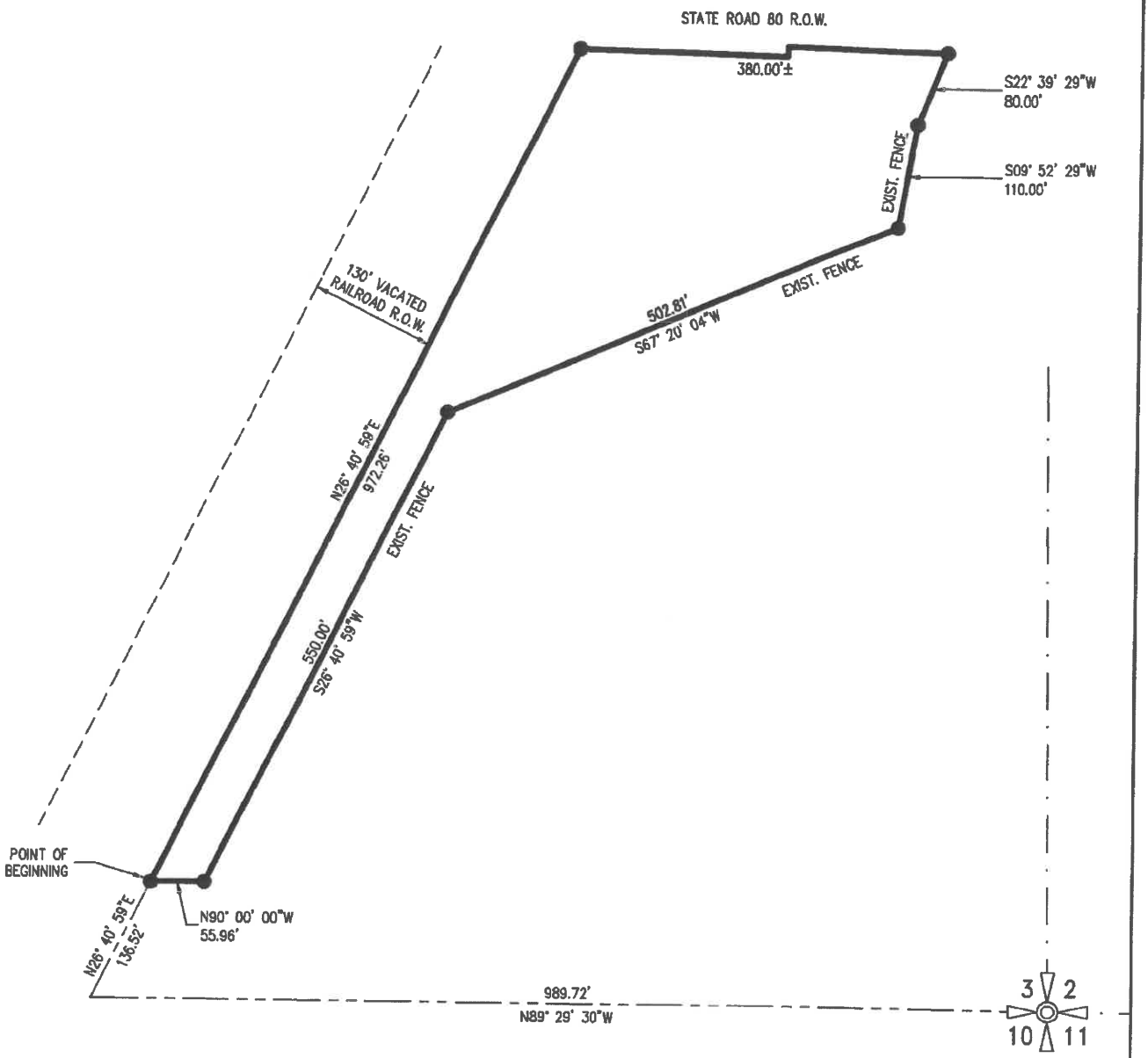
(seal)

David D. Rolls
Commission # GG141450
Expires: October 27, 2021
Bonded thru Aaron Notary

_____
Notary Public
Print Name: David D. Rolls
Commission No.: _____
Commission Expires: _____

Inst: 202026009368 Date: 09/03/2020 Time: 1:02PM
Page 5 of 5 B: 982 P: 1552, Kimberley Barrineau,
Clerk of Court Hendry, County, By: DH
Deputy Clerk Doc Stamps Deed: 0.70

EXHIBIT "A"



LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 3, TOWNSHIP 43 SOUTH, RANGE 30 EAST, HENDRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 3, RUN N89°29'30"W ALONG THE SOUTH LINE OF SAID SECTION 3 A DISTANCE OF 989.72 FEET; THENCE N26°40'59"E ALONG THE EASTERLY RIGHT-OF-WAY LINE OF A VACATED RAILROAD RIGHT-OF-WAY A DISTANCE OF 136.52 FEET TO THE POINT OF BEGINNING; THENCE N26°40'59"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 972.26 FEET; THENCE EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80 A DISTANCE OF 380 FEET MORE OR LESS; THENCE S22°39'29"W A DISTANCE OF 80.00 FEET; THENCE S09°52'29"W A DISTANCE OF 110.00 FEET; THENCE S67°20'04"W A DISTANCE OF 502.81 FEET; THENCE S26°40'59"W A DISTANCE OF 550 FEET; THENCE N90°00'00"W A DISTANCE OF 55.96 FEET TO THE POINT OF BEGINNING.

TOTAL AREA OF PARCEL IS 3.36 ACRES, MORE OR LESS.

NOT A SURVEY

DESCRIPTION AND SKETCH

job# :	20-009
drawn:	AB
date:	7/22/20
scale:	1"=150'
sheet:	1 of 1

ROCK ENTERPRISES, INC.
ENGINEERING CONSULTANTS
870 W. HICKPOCHEE AVE., SUITE 100
LABELLE, FLORIDA 33935
PH: (863)612-0011 FX: (863)612-0014