# COMMITMENT FOR TITLE INSURANCE
# SCHEDULE A

| | |
|---|---|
| File Number | - 32337 |
| Task No.: | - SL010.028 |
| Project Name | - Caloosahatchee Ecoscape FF |
| Parcel ID Numbers | - A25-42-30-A00-002B-0000; A29-42-31-A00-005E-0000; A30-42-31-A00-0040-0000; A31-42-31-A00-0010-0000; A36-42-30-A00-001B-0000 |

**1. Commitment Date:** May 4, 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:**

Dwayne A. House, as Trustee of the Dwayne A. House Revocable Trust
dated November 20, 2007
By virtue of deed recorded in Official Records Book 337, Page 971.

**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 - 32337

**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 Dwayne A. House, individually and as Trustee of the Dwayne A. House Revocable Trust dated November 20, 2007 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".

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.

10. A Certification of Trust for the Dwayne A. House Revocable Trust dated November 20, 2007 must be recorded in Glades County, Florida. The Certification must state that the trust has not been revoked, modified, or amended in any manner that would cause the representations contained in the certification of trust to be incorrect. Note: Company reserves the right to make additional requirements after review of the same.

11. Partial Release or Subordination of that certain Mortgage Security Agreement, Assignment of Rents and Fixture Filing in favor of AgAmerica Lending, LLC dated February 24, 2021 and recorded February 26, 2021 in Official Records Book 367, Page 820; Assignment of Mortgage recorded in Official Records Book 367, Page 848; both of the Public Records of Glades County, Florida.

12. Partial Release or Subordination of that certain Mortgage Security Agreement, Assignment of Rents and Fixture Filing in favor of AgAmerica Lending, LLC dated February 24, 2021 and recorded February 26, 2021 in Official Records Book 367, Page 856; Assignment of Mortgage recorded in Official Records Book 367, Page 885; both of the Public Records of Glades County, Florida.

13. Termination or Subordination of that certain UCC Financing Statement in favor of US National Bank, as Custodian/Trustee for Federal Agricultural Mortgage Corporation recorded February 26, 2021 in Official Records Book 367, Page 893 of the Public Records of Glades County, Florida.

14. Termination or Subordination of that certain Oil, Gas and Mineral Lease in favor of Kerogen Florida Energy Company, LP dated April 10, 2015 and recorded April 15, 2015 in Official Records Book 320, Page 278 of the Public Records of Glades County, Florida; or in the alternative, an affidavit confirming that said lease has expired under its terms.

15. 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.

16. 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.

**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 - 32337

NOTE: Parcel Tax ID No.: A25-42-30-A00-002B-0000. Taxes for 2022 were paid in the amount of $1,155.83. Current assessment is $16,891.00. Homestead exemption was not filed in 2022.

Parcel Tax ID No.: A29-42-31-A00-005E-0000. Taxes for 2022 were paid in the amount of $245.96. Current assessment is $14,449.00. Homestead exemption was not filed in 2022.

Parcel Tax ID No.: A30-42-31-A00-0040-0000. Taxes for 2022 were paid in the amount of $2,578.56. Current assessment is $34,316.00. Homestead exemption was not filed in 2022.

Parcel Tax ID No.: A31-42-31-A00-0010-0000. Taxes for 2022 were paid in the amount of $6,065.84. Current assessment is $108,152.00. Homestead exemption was not filed in 2022.

Parcel Tax ID No.: A36-42-30-A00-001B-0000. Taxes for 2022 were paid in the amount of $154.66. Current assessment is $3,728.00. 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 - 32337

**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.

File Number - 32337

10. Canal and reclamation reservations set forth in the Deed from the Trustees of the Internal Improvement Fund dated December 29, 1904 and recorded April 4, 1905 in Deed Book 52, Page 38 of the Public Records of **DeSoto** County, Florida; Rights in Reservations recorded in Deed Book 28, Page 151; as partially released by the Quit Claim Deed recorded in Official Records Book 52, Page 572; both of the Public Records of Glades County, Florida.

11. Right of Way Easement No. 24746, in favor of Central and Southern Florida Flood Control Districts of the Caloosahatchee River Canal, also known as Canal C-43, as depicted on the plat recorded in Plat Book 2, Page 89; Perpetual Easement in favor of United States of America recorded in Official Records Book 80, Page 1096; both of the Public Records of Glades County, Florida.

12. Drainage Easement Agreement among W. B. Barron, Lois H. Barron and Ella H. Hendry, and Joe A. Hilliard, Wilmuth Y. Hilliard and Marlin W. Hilliard, and Alico Land Development Company, recorded in Official Records Book 26, Page 492; Clarification and Modification of Existing Drainage Easement Agreement recorded in Official Records Book 52, Page 877; Agreement recorded in Official Records Book 88, Page 1038; Agreement and Grants of Easements and Releases of Easements and Rights of Way recorded in Official Records Book 162, Page 140 and in Official Records Book 175, Page 877; all of the Public Records of Glades County, Florida.

13. Easement Deed by and between Lois H. Barron, also known as Lois Hendry Barron, joined by her husband, W. B. Barron and the United States of America dated August 18, 1972 and recorded August 22, 1972 in Official Records Book 52, Page 826 of the Public Records of Glades County, Florida.

14. Easement in favor of United Telephone Company of Florida dated May 12, 1977 and recorded June 13, 1977 in Official Records Book 67, Page 383 of the Public Records of Glades County, Florida.

15. All right, title or interest of Hendry County in easements and roads shown on the vacated plat of Port LaBelle Unit 105 recorded in Plat Book 3, Page 158; Resolution 95-8 of Glades County recorded in Official Records Book 152, Page 688; Quitclaim Non-Exclusive Utility Easement recorded in Official Records Book 159, Page 373; and Assignment of Easements recorded in Official Records Book 159, page 374; all of the Public Records of Glades County, Florida.

File Number - 32337

16. Terms, covenants, conditions, restrictions and easements created by and set forth in the Declaration of Restrictions for Port LaBelle Unit 110 recorded in Official Records Book 102, page 671 and in the Declaration of Restrictions for Port LaBelle Unit 111 recorded in Official Records Book 102, page 680.

17. Easements for drainage and river maintenance set forth in the Warranty Deed from Florida Hendry Land, Inc. to John Jay Watkins, Trustee under Land Trust Agreement dated March 2, 1988, document dated March 14, 1988 and recorded March 24, 1988 in Official Records Book 113, Page 940; Corrective Warranty Deed recorded in Official Records Book 114, Page 461; both of the Public Records of Glades County, Florida.

18. Amended Plan of Water Management of Barron Water Control District approved and authorized by Final Order recorded in Official Records Book 151, page 592, as affected by Clarification of Final Order recorded in Official Records Book 155, page 591.

19. Terms, covenants, conditions and restrictions set forth in the Special Warranty Deed from Atlantic Gulf Communities Corporation to Dwayne A. House dated December 15, 1997 and recorded December 18, 1997 in Official Records Book 171, Page 374 of the Public Records of Glades County, Florida.

20. Easement Agreement in favor of Level 3 Communications, LLC dated September 7, 1999 and recorded September 13, 1999 in Official Records Book 186, Page 88 of the Public Records of Glades County, Florida.

21. Easement Agreement in favor of Level 3 Communications, LLC dated September 7, 1999 and recorded September 13, 1999 in Official Records Book 186, Page 92 of the Public Records of Glades County, Florida.

22. Perpetual easement in favor of the State of Florida Department of Transportation by the Order of Taking for Parcels 103 and 800 recorded in Official Records Book 324, Page 657; Stipulated Final Judgment recorded in Official Records Book 325, Page 450; both of the Public Records of Glades County, Florida.

23. Matter per Plat of Port LaBelle Unit 110 as recorded in Plat Book 4, Page 74 of the Public Records of Glades County, Florida. Note: Not enforceable against insured during its period of ownership.

24. Matters per Plat of Port LaBelle Unit 110 as recorded in Plat Book 4, Page 82 of the Public Records of Glades County, Florida. Note: Not enforceable against insured during its period of ownership.

25. That portion of the land lying within the boundaries of the Port LaBelle Community Development District is subject to its regulations and taxing authority, and any liens created or levied pursuant to Chapter 190, Florida Statutes.

26. Right of Way Easement in favor of Glades Electric Cooperative, Inc. dated February 2, 2022 and recorded February 10, 2022 in Official Records Book 379, Page 289 of the Public Records of Glades County, Florida.

27. 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 - 32337
Project Name - Caloosahatchee Ecoscape FF

## EXHIBIT "A"

Note: The following legal description was provided by the Property Appraiser's Office, pursuant to the tax identification number provided to American Government Services Corporation. The company reserves the right to amend or modify the legal description upon being provided with an accurate legal description and/or survey.

A25-42-30-A00-002B-0000:
All of Section 25, Township 42 South, Range 30 East, lying East of C-3 Canal and South of C-43 Canal; and

A29-42-31-A00-005E-0000:
TOTAL 76.43 M/L BEG AT SW COR OF SEC 29 THN S 89 DEG 55 MIN 12 SEC E 1474.06 FT THN N 00 DEG 10 MIN 12 SEC E PARALLEL TO THE W LINE 1620.50 FT TO THE S R/W LINE OV CALOOSAHATCHEE RIVER THN CONT N 00 DEG 10 MIN 12SEC E 175.03 FT M/L TO THE AVERAGE HIGH WATER LINE OF SAID CANAL THN ALG WATER LINE N 73 DEG 40 MIN W 113.71 FT THN N 61 DEG 16 MIN 15 SEC W 251.72 FT THN N 53 DEG 15 MIN 11 SEC W 369.32 FT THN N 52 DEG 07 MIN 04 SEC W 526.45 FT THN N 62DEG 37 MIN 28 SEC W 246.38 FT THN N 74 DEG 38 MIN 13 SEC W 241.41 FT TO THE W LINE OF SEC 29 THN S 00 DEG 32 MIN 49 SEC E ALG SEC LINE 104.28 FT M/L TO THE S R/W LINE OF RIVER CANAL THN CONT S 00 DEG 32 MIN 49 SEC E 1630.95 FT TO GOV MEANDER CORNER THN S 00 DEG 11 MIN 24 SEC W 932.75 FT TO THE POB
And

A30-42-31-A00-0040-0000:
All of Section 30, Township 42 South, Range 31 East, lying South of C-43 Canal right-of-way; and

A31-42-31-A00-0010-0000:
TOTAL AC 632.31 M/L ALL OF SEC 31 LESS SR 80 LESS C-3 CANAL AND LESS 5 AC LYING 700 FT N FROM THE INTERSECTION OF E LINE OF SEC 31 AND N R/W LINE OF SR 80 BEING 250 FT WIDE BY 871 FT ALG SEC LINE ALSO LESS AND EXC 2.34 AC AND 3.57 AC PARCELS DES IN OR BK 324-657 TO D O T AKA PARCEL 103
AND

A36-42-30-A00-001B-0000:
All of Section 36, Township 42 South, Range 30 East, lying East and North of C-3 Canal;

All lying and being in Glades County, Florida.

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## Parcel Summary

| | |
|---|---|
| **Parcel ID** | A25-42-30-A00-002B-0000 |
| **Location Address** | STATE RD 80<br>MOORE HAVEN |
| **Brief Tax Description** | ALL E OF C-3 CANAL + S OF C-43 CANAL TOTAL ACRES 133.67 M/L<br>(Note: *The Description above is not to be used on legal documents.) |
| **Property Use Code** | PASTURELAND 1 (6000)<br>(Note: *The Use Code is a Dept. of Revenue (DOR) code. For zoning information, please contact the Glades County Community Development office at (863) 946-6018.) |
| **Sec/Twp/Rng** | 25-42-30 |
| **Tax District** | Port Labelle Community Development Dist (District 04) |
| **Millage Rate** | 22.0578 |
| **Acreage** | 133.67 |
| **Homestead** | N |

View Map

## Owner Information

**Primary Owner**
HOUSE DWAYNE A REV TR
P O BOX 14739
MIAMI, FL 33101

## Land Information

| Land Use | Number of Units | Unit Type | Frontage | Depth |
|---|---|---|---|---|
| 9910 - MKT.VAL.AG | 133.67 | AC | 0 | 0 |
| 5010 - SVCE ACRGE | 1 | AC | 0 | 0 |
| 6000 - PASTURE 1 | 56.67 | AC | 0 | 0 |
| 6300 - PASTURE 4 | 76 | AC | 0 | 0 |

## Sales

| Multi Parcel | Sale Date | Sale Price | Instrument | Book/Page | Qualification | Vacant/Improved | Grantor | Grantee |
|---|---|---|---|---|---|---|---|---|
| Y | 1/31/2022 | $100 | QC | 379/283 | Unqualified | Improved | GLADES ELECTRIC CO-OP INC | HOUSE DWAYNE A REV TR |
| N | 9/29/2017 | $100 | SW | 337/971 | Unqualified | Vacant | HOUSE DWAYNE A | HOUSE DWAYNE A *RT* |
| N | 12/15/1997 | $1,550,000 | WD | 171/374 | Unqualified | Vacant | AGCC | HOUSE D |

## Current Valuation

| | 2022 Certified Values |
|---|---|
| Building Value | $0 |
| Extra Features Value | $0 |
| Land Value | $16,891 |
| Land Agricultural Value | $16,891 |
| Agricultural (Market) Value | $922,323 |
| **Just (Market) Value** | **$922,323** |
| Assessed Value | $16,891 |
| Exempt Value | $0 |
| **Taxable Value** | $16,891 |
| **Maximum Save Our Homes Portability** | $0 |

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

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## Notice Of AD Valorem Taxes & Non-AD Valorem Assessments

**Bill # R 296900 2022** **R A25-42-30-A00-002B-0000**

## REAL ESTATE TAX/NOTICE RECEIPT FOR GLADES COUNTY

### AD VALOREM TAXES

| TAXING AUTHORITY | MILLAGE RATE | TAX AMOUNT |
|---|---|---|
| COUNTY | .00899670 | $151.96 |
| SCH-LRE | .00325800 | $55.03 |
| SCH-DISC | .00224800 | $37.97 |
| PLCDD | .00432500 | $73.05 |
| SOUTH FL WATER | .00019740 | $3.33 |
| SFW-EVERG CONST | .00003270 | $0.55 |
| LAW-ENF | .00300000 | $50.67 |
| **TOTAL AD-VALOREM:** | | **$372.56** |

### NON-AD VALOREM ASSESSMENTS

| TAXING AUTHORITY | TAX AMOUNT |
|---|---|
| Asmt - BARRON DRAINAGE | $831.43 |
| **TOTAL NON-AD VALOREM:** | **$831.43** |

**COMBINED TAXES & ASMTS:** **$1,203.99**

**DISCOUNT:** **$0.00**

**UNPAID BALANCE:** **$0.00**

**Exemptions:**

**Property Address:**
**STATE RD 80 MOORE HAVEN 33471**

**HOUSE DWAYNE A REV TR**
**P O BOX 14739**
**MIAMI , FL 33101**

133.670 ACRES
ALL E OF C-3 CANAL + S OF C-43 CANAL
TOTAL ACRES 133.67 M/L

| | | | |
|---|---|---|---|
| FAIR MKT VALUE | $922,323.00 | DIST | 4 |
| ASSESS | $16,891.00 | EXEMPT VALUE | $0.00 |
| TAXABLE VALUE | $16,891.00 | | |

**** PAID ****

**Last Payment:** 12/05/2022 **Receipt Number:** 32255

**Amount Collected:** $1,155.83 **Discount Amount:** $0.00

### Tax Roll Property Summary

| Parcel | Roll Type | Year | Original Gross Tax | Original Assessments | Date Paid | Amount Paid | Total Unpaid |
|---|---|---|---|---|---|---|---|
| A254230A00002B0000 | R | 2022 | $372.56 | $831.43 | 12/5/2022 | $1,155.83 | $0.00 |
| A254230A00002B0000 | R | 2021 | $375.79 | $700.43 | 12/1/2021 | $1,033.17 | $0.00 |
| A254230A00002B0000 | R | 2020 | $396.25 | $691.07 | 12/1/2020 | $1,043.83 | $0.00 |
| A254230A00002B0000 | R | 2019 | $401.12 | $696.42 | 12/26/2019 | $1,053.64 | $0.00 |
| A254230A00002B0000 | R | 2018 | $377.93 | $727.16 | 12/4/2018 | $1,060.89 | $0.00 |
| A254230A00002B0000 | R | 2017 | $355.82 | $784.64 | 12/4/2017 | $1,094.84 | $0.00 |
| A254230A00002B0000 | R | 2016 | $352.68 | $761.92 | 12/2/2016 | $1,070.02 | $0.00 |
| A254230A00002B0000 | R | 2015 | $328.08 | $703.10 | 12/3/2015 | $989.93 | $0.00 |
| A254230A00002B0000 | R | 2014 | $324.87 | $510.62 | 12/1/2014 | $802.07 | $0.00 |

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## Parcel Summary

| | |
|---|---|
| **Parcel ID** | A29-42-31-A00-005E-0000 |
| **Location** | STATE RD 80 |
| **Address** | MOORE HAVEN |
| **Brief Tax Description** | TOTAL 76.43 M/L BEG AT SW COR OF SEC 29 THN S 89 DEG 55 MIN 12 SEC E 1474.06 FT THN N 00 DEG 10 MIN 12 SEC E PARALLEL TO THE W LINE 1620.50 FT TO THE S R/W LINE OV CALOOSAHATCHEE RIVER THN CONT N 00 DEG 10 MIN 12SEC E 175.03 FT M/L TO THE AVERAGE HIGH WATER LINE OF SAID CANAL THN ALG WATER LINE N 73 DEG 40 MIN W 113.71 FT THN N 61 DEG 16 MIN 15 SEC W 251.72 FT THN N 53 DEG 15 MIN 11 SEC W 369.32 FT THN N 52 DEG 07 MIN 04 SEC W 526.45 FT THN N 62DEG 37 MIN 28 SEC W 246.38 FT THN N 74 DEG 38 MIN 13 SEC W 241.41 FT TO THE W LINE OF SEC 29 THN S 00 DEG 32 MIN 49 SEC E ALG SEC LINE 104.28 FT M/L TO THE S R/W LINE OF RIVER CANAL THN CONT S 00 DEG 32 MIN 49 SEC E 1630.95 FT TO GOV MEANDER CORNER THN S 00 DEG 11 MIN 24 SEC W 932.75 FT TO THE POB<br>(Note: *The Description above is not to be used on legal documents.) |
| **Property Use Code** | PASTURELAND 1 (6000)<br>(Note: *The Use Code is a Dept. of Revenue (DOR) code. For zoning information, please contact the Glades County Community Development office at (863) 946-6018.) |
| **Sec/Twp/Rng** | 29-42-31 |
| **Tax District** | Glades County (District 05) |
| **Millage Rate** | 17.7328 |
| **Acreage** | 76.43 |
| **Homestead** | N |

View Map

## Owner Information

**Primary Owner**
HOUSE DWAYNE A REV TR
P O BOX 14739
MIAMI, FL 33101

## Land Information

| Land Use | Number of Units | Unit Type | Frontage | Depth |
|---|---|---|---|---|
| 9910 - MKT.VAL.AG | 76.43 | AC | 0 | 0 |
| 5010 - SVCE ACRGE | 1 | AC | 0 | 0 |
| 6000 - PASTURE 1 | 48.93 | AC | 0 | 0 |
| 6100 - PASTURE 2 | 8 | AC | 0 | 0 |
| 6200 - PASTURE 3 | 12 | AC | 0 | 0 |
| 6300 - PASTURE 4 | 6.5 | AC | 0 | 0 |

## Sales

| Multi Parcel | Sale Date | Sale Price | Instrument | Book/Page | Qualification | Vacant/Improved | Grantor | Grantee |
|---|---|---|---|---|---|---|---|---|
| Y | 1/31/2022 | $100 | QC | 379/283 | Unqualified | Improved | GLADES ELECTRIC CO-OP INC | HOUSE DWAYNE A REV TR |
| N | 9/29/2017 | $100 | SW | 337/971 | Unqualified | Vacant | HOUSE DWAYNE A | HOUSE DWAYNE A *RT* |
| N | 11/2/1999 | $115,000 | WD | 187/324 | Qualified | Vacant | WATKINS TRUSTEE | HOUSE |
| N | 4/27/1988 | $100 | CD | 114/461 | Unqualified | Vacant | WATKINS | WATKINS |
| N | 3/14/1988 | $100 | WD | 113/940 | Unqualified | Vacant | FLA HENDRY LAND | WATKINS, TRUSTEE |

## Current Valuation

| | 2022 Certified Values |
|---|---|
| Building Value | $0 |
| Extra Features Value | $0 |
| Land Value | $14,449 |
| Land Agricultural Value | $14,449 |
| Agricultural (Market) Value | $527,367 |
| Just (Market) Value | $527,367 |
| Assessed Value | $14,449 |
| Exempt Value | $0 |
| Taxable Value | $14,449 |
| Maximum Save Our Homes Portability | $0 |

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

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## Notice Of AD Valorem Taxes & Non-AD Valorem Assessments

**Bill # R 513700 2022** **R A29-42-31-A00-005E-0000**

## REAL ESTATE TAX/NOTICE RECEIPT FOR GLADES COUNTY

### AD VALOREM TAXES

| TAXING AUTHORITY | MILLAGE RATE | TAX AMOUNT |
|---|---|---|
| COUNTY | .00899670 | $129.99 |
| SCH-LRE | .00325800 | $47.07 |
| SCH-DISC | .00224800 | $32.48 |
| SOUTH FL WATER | .00019740 | $2.85 |
| SFW-EVERG CONST | .00003270 | $0.47 |
| LAW-ENF | .00300000 | $43.35 |
| **TOTAL AD-VALOREM:** | | **$256.21** |

### NON-AD VALOREM ASSESSMENTS

| TAXING AUTHORITY | TAX AMOUNT |
|---|---|
| **TOTAL NON-AD VALOREM:** | **$0.00** |

**COMBINED TAXES & ASMTS:** **$256.21**

**DISCOUNT:** **$0.00**

**UNPAID BALANCE:** **$0.00**

**Exemptions:**

**Property Address:**
**STATE RD 80 MOORE HAVEN 33471**

**HOUSE DWAYNE A REV TR**
**P O BOX 14739**
**MIAMI , FL 33101**

76.430 ACRES
TOTAL 76.43 M/L
BEG AT SW COR OF SEC 29 THN
S 89 DEG 55 MIN 12 SEC E
1474.06 FT THN N 00 DEG 10 MIN

| | | | |
|---|---|---|---|
| FAIR MKT VALUE | $527,367.00 | DIST | 5 |
| ASSESS | $14,449.00 | EXEMPT VALUE | $0.00 |
| TAXABLE VALUE | $14,449.00 | | |

**** PAID ****

**Last Payment:** 12/05/2022 **Receipt Number:** 32258

**Amount Collected:** $245.96 **Discount Amount:** $0.00

### Tax Roll Property Summary

| Parcel | Roll Type | Year | Original Gross Tax | Original Assessments | Date Paid | Amount Paid | Total Unpaid |
|---|---|---|---|---|---|---|---|
| A294231A00005E0000 | R | 2022 | $256.21 | $0.00 | 12/5/2022 | $245.96 | $0.00 |
| A294231A00005E0000 | R | 2021 | $260.45 | $0.00 | 12/1/2021 | $250.03 | $0.00 |
| A294231A00005E0000 | R | 2020 | $260.82 | $0.00 | 12/1/2020 | $250.39 | $0.00 |
| A294231A00005E0000 | R | 2019 | $254.55 | $0.00 | 12/2/2019 | $244.37 | $0.00 |
| A294231A00005E0000 | R | 2018 | $247.01 | $0.00 | 12/4/2018 | $237.13 | $0.00 |
| A294231A00005E0000 | R | 2017 | $233.99 | $0.00 | 12/4/2017 | $224.63 | $0.00 |
| A294231A00005E0000 | R | 2016 | $238.69 | $0.00 | 12/2/2016 | $229.14 | $0.00 |
| A294231A00005E0000 | R | 2015 | $223.03 | $0.00 | 12/3/2015 | $214.11 | $0.00 |
| A294231A00005E0000 | R | 2014 | $225.37 | $0.00 | 12/1/2014 | $216.36 | $0.00 |

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# qPublic.net™ Glades County, FL

## Parcel Summary

| | |
|---|---|
| **Parcel ID** | A30-42-31-A00-0040-0000 |
| **Location Address** | STATE RD 80<br>MOORE HAVEN |
| **Brief Tax Description** | ALL S OF C-43 CANAL R/W TOTAL AC 310.14 M/L<br>(Note: *The Description above is not to be used on legal documents.) |
| **Property Use Code** | PASTURELAND 1 (6000)<br>(Note: *The Use Code is a Dept. of Revenue (DOR) code. For zoning information, please contact the Glades County Community Development office at (863) 946-6018.) |
| **Sec/Twp/Rng** | 30-42-31 |
| **Tax District** | Port Labelle Community Development Dist (District 04) |
| **Millage Rate** | 22.0578 |
| **Acreage** | 310.14 |
| **Homestead** | N |

View Map

## Owner Information

**Primary Owner**
HOUSE DWAYNE A REV TR
P O BOX 14739
MIAMI, FL 33101

## Land Information

| Land Use | Number of Units | Unit Type | Frontage | Depth |
|---|---|---|---|---|
| 9910 - MKT.VAL.AG | 310.14 | AC | 0 | 0 |
| 5010 - SVCE ACRGE | 1 | AC | 0 | 0 |
| 6000 - PASTURE 1 | 81.14 | AC | 0 | 0 |
| 6200 - PASTURE 3 | 146 | AC | 0 | 0 |
| 6300 - PASTURE 4 | 82 | AC | 0 | 0 |

## Sales

| Multi Parcel | Sale Date | Sale Price | Instrument | Book/Page | Qualification | Vacant/Improved | Grantor | Grantee |
|---|---|---|---|---|---|---|---|---|
| Y | 1/31/2022 | $100 | QC | 379/283 | Unqualified | Improved | GLADES ELECTRIC CO-OP INC | HOUSE DWAYNE A REV TR |
| N | 9/29/2017 | $100 | SW | 337/971 | Unqualified | Vacant | HOUSE DWAYNE A | HOUSE DWAYNE A *RT* |
| N | 12/15/1997 | $1,550,000 | WD | 171/374 | Unqualified | Vacant | AGCC | HOUSE D |
| N | 2/12/1995 | $0 | N/A | 152/688 | Unqualified | Vacant | | |

## Current Valuation

| | 2022 Certified Values |
|---|---|
| Building Value | $0 |
| Extra Features Value | $0 |
| Land Value | $34,316 |
| Land Agricultural Value | $34,316 |
| Agricultural (Market) Value | $2,139,966 |
| Just (Market) Value | $2,139,966 |
| Assessed Value | $34,316 |
| Exempt Value | $0 |
| Taxable Value | $34,316 |
| Maximum Save Our Homes Portability | $0 |

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

Glades County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.
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## Notice Of AD Valorem Taxes & Non-AD Valorem Assessments

**Bill # R 514500 2022** **R A30-42-31-A00-0040-0000**

## REAL ESTATE TAX/NOTICE RECEIPT FOR GLADES COUNTY

### AD VALOREM TAXES

| TAXING AUTHORITY | MILLAGE RATE | TAX AMOUNT |
|---|---|---|
| COUNTY | .00899670 | $308.73 |
| SCH-LRE | .00325800 | $111.80 |
| SCH-DISC | .00224800 | $77.14 |
| PLCDD | .00432500 | $148.42 |
| SOUTH FL WATER | .00019740 | $6.77 |
| SFW-EVERG CONST | .00003270 | $1.12 |
| LAW-ENF | .00300000 | $102.95 |
| **TOTAL AD-VALOREM:** | | **$756.93** |

### NON-AD VALOREM ASSESSMENTS

| TAXING AUTHORITY | TAX AMOUNT |
|---|---|
| Asmt - BARRON DRAINAGE | $1,929.07 |
| **TOTAL NON-AD VALOREM:** | **$1,929.07** |

**COMBINED TAXES & ASMTS:** **$2,686.00**

**DISCOUNT:** **$0.00**

**UNPAID BALANCE:** **$0.00**

**Exemptions:**

**Property Address:**
**STATE RD 80 MOORE HAVEN 33471**

**HOUSE DWAYNE A REV TR**
**P O BOX 14739**
**MIAMI , FL 33101**

310.140 ACRES
ALL S OF C-43 CANAL R/W
TOTAL AC 310.14 M/L

| | | | |
|---|---|---|---|
| FAIR MKT VALUE | $2,139,966.00 | DIST | 4 |
| ASSESS | $34,316.00 | EXEMPT VALUE | $0.00 |
| TAXABLE VALUE | $34,316.00 | | |

**** PAID ****

**Last Payment:** 12/05/2022 **Receipt Number:** 32259

**Amount Collected:** $2,578.56 **Discount Amount:** $0.00

### Tax Roll Property Summary

| Parcel | Roll Type | Year | Original Gross Tax | Original Assessments | Date Paid | Amount Paid | Total Unpaid |
|---|---|---|---|---|---|---|---|
| A304231A0000400000 | R | 2022 | $756.93 | $1,929.07 | 12/5/2022 | $2,578.56 | $0.00 |
| A304231A0000400000 | R | 2021 | $724.48 | $1,625.13 | 12/1/2021 | $2,255.63 | $0.00 |
| A304231A0000400000 | R | 2020 | $763.91 | $1,603.42 | 12/1/2020 | $2,272.64 | $0.00 |
| A304231A0000400000 | R | 2019 | $766.18 | $1,615.83 | 12/26/2019 | $2,286.73 | $0.00 |
| A304231A0000400000 | R | 2018 | $720.60 | $1,687.16 | 12/4/2018 | $2,311.45 | $0.00 |
| A304231A0000400000 | R | 2017 | $692.64 | $1,820.52 | 12/4/2017 | $2,412.63 | $0.00 |
| A304231A0000400000 | R | 2016 | $686.54 | $1,767.80 | 12/2/2016 | $2,356.17 | $0.00 |
| A304231A0000400000 | R | 2015 | $631.68 | $1,631.34 | 12/3/2015 | $2,172.50 | $0.00 |
| A304231A0000400000 | R | 2014 | $625.53 | $1,184.73 | 12/1/2014 | $1,737.85 | $0.00 |

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# qPublic.net™ Glades County, FL

## Parcel Summary

| | |
|---|---|
| **Parcel ID** | A31-42-31-A00-0010-0000 |
| **Location** | STATE RD 80 |
| **Address** | MOORE HAVEN |
| **Brief Tax Description** | TOTAL AC 632.31 M/L ALL OF SEC 31 LESS SR 80 LESS C-3 CANAL AND LESS 5 AC LYING 700 FT N FROM THE INTERSECTION OF E LINE OF SEC 31 AND N R/W LINE OF SR 80 BEING 250 FT WIDE BY 871 FT ALG SEC LINE ALSO LESS AND EXC 2.34 AC AND 3.57 AC PARCELS DES IN OR BK 324-657 TO D O T AKA PARCEL 103<br>(Note: *The Description above is not to be used on legal documents.) |
| **Property Use Code** | PASTURELAND 1 (6000)<br>(Note: *The Use Code is a Dept. of Revenue (DOR) code. For zoning information, please contact the Glades County Community Development office at (863) 946-6018.) |
| **Sec/Twp/Rng** | 31-42-31 |
| **Tax District** | Port Labelle Community Development Dist (District 04) |
| **Millage Rate** | 22.0578 |
| **Acreage** | 632.31 |
| **Homestead** | N |

View Map

## Owner Information

**Primary Owner**
HOUSE DWAYNE A REV TR
P O BOX 14739
MIAMI, FL 33101

## Land Information

| Land Use | Number of Units | Unit Type | Frontage | Depth |
|---|---|---|---|---|
| 9910 - MKT.VAL.AG | 632.31 | AC | 0 | 0 |
| 5010 - SVCE ACRGE | 1 | AC | 0 | 0 |
| 6000 - PASTURE 1 | 408.65 | AC | 0 | 0 |
| 6200 - PASTURE 3 | 155 | AC | 0 | 0 |
| 6300 - PASTURE 4 | 67.66 | AC | 0 | 0 |

## Sales

| Multi Parcel | Sale Date | Sale Price | Instrument | Book/Page | Qualification | Vacant/Improved | Grantor | Grantee |
|---|---|---|---|---|---|---|---|---|
| Y | 1/31/2022 | $100 | QC | 379/283 | Unqualified | Improved | GLADES ELECTRIC CO-OP INC | HOUSE DWAYNE A REV TR |
| N | 9/29/2017 | $100 | SW | 337/971 | Unqualified | Vacant | HOUSE DWAYNE A | HOUSE DWAYNE A *RT* |
| N | 12/15/1997 | $1,550,000 | WD | 171/374 | Unqualified | Vacant | AGCC | HOUSE D |
| **N** | **2/12/1995** | **$0** | **N/A** | 152/688 | **Unqualified** | **Vacant** | | |

## Current Valuation

| | 2022 Certified Values |
|---|---|
| Building Value | $0 |
| Extra Features Value | $0 |
| Land Value | $108,152 |
| Land Agricultural Value | $108,152 |
| Agricultural (Market) Value | $4,362,939 |
| Just (Market) Value | **$4,362,939** |
| Assessed Value | $108,152 |
| Exempt Value | $0 |
| Taxable Value | $108,152 |
| Maximum Save Our Homes Portability | $0 |

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

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## Notice Of AD Valorem Taxes & Non-AD Valorem Assessments

**Bill # R 514900 2022** **R A31-42-31-A00-0010-0000**

## REAL ESTATE TAX/NOTICE RECEIPT FOR GLADES COUNTY

### AD VALOREM TAXES

| TAXING AUTHORITY | MILLAGE RATE | TAX AMOUNT |
|---|---|---|
| COUNTY | .00899670 | $973.01 |
| SCH-LRE | .00325800 | $352.36 |
| SCH-DISC | .00224800 | $243.13 |
| PLCDD | .00432500 | $467.76 |
| SOUTH FL WATER | .00019740 | $21.35 |
| SFW-EVERG CONST | .00003270 | $3.54 |
| LAW-ENF | .00300000 | $324.46 |
| **TOTAL AD-VALOREM:** | | **$2,385.61** |

### NON-AD VALOREM ASSESSMENTS

| TAXING AUTHORITY | TAX AMOUNT |
|---|---|
| Asmt - BARRON DRAINAGE | $3,932.97 |
| **TOTAL NON-AD VALOREM:** | **$3,932.97** |

**COMBINED TAXES & ASMTS:** **$6,318.58**

**DISCOUNT:** **$0.00**

**UNPAID BALANCE:** **$0.00**

**Exemptions:**

**Property Address:**
**STATE RD 80 MOORE HAVEN 33471**

**HOUSE DWAYNE A REV TR**
**P O BOX 14739**
**MIAMI , FL 33101**

632.310 ACRES
TOTAL AC 632.31 M/L
ALL OF SEC 31 LESS SR 80 LESS
C-3 CANAL AND LESS 5 AC LYING
700 FT N FROM THE INTERSECTION

| | | | |
|---|---|---|---|
| FAIR MKT VALUE | $4,362,939.00 | DIST | 4 |
| ASSESS | $108,152.00 | EXEMPT VALUE | $0.00 |
| TAXABLE VALUE | $108,152.00 | | |

**** PAID ****

**Last Payment:** 12/05/2022 **Receipt Number:** 32260

**Amount Collected:** $6,065.84 **Discount Amount:** $0.00

### Tax Roll Property Summary

| Parcel | Roll Type | Year | Original Gross Tax | Original Assessments | Date Paid | Amount Paid | Total Unpaid |
|---|---|---|---|---|---|---|---|
| A314231A0000100000 | R | 2022 | $2,385.61 | $3,932.97 | 12/5/2022 | $6,065.84 | $0.00 |
| A314231A0000100000 | R | 2021 | $2,364.76 | $3,313.30 | 12/1/2021 | $5,450.94 | $0.00 |
| A314231A0000100000 | R | 2020 | $2,493.51 | $3,269.04 | 12/1/2020 | $5,532.05 | $0.00 |
| A314231A0000100000 | R | 2019 | $2,506.80 | $3,294.34 | 12/26/2019 | $5,569.09 | $0.00 |
| A314231A0000100000 | R | 2018 | $2,385.27 | $3,439.77 | 12/4/2018 | $5,592.04 | $0.00 |
| A314231A0000100000 | R | 2017 | $2,290.15 | $3,711.66 | 12/4/2017 | $5,761.74 | $0.00 |
| A314231A0000100000 | R | 2016 | $2,269.93 | $3,604.17 | 12/2/2016 | $5,639.14 | $0.00 |
| A314231A0000100000 | R | 2015 | $2,094.93 | $3,357.04 | 12/3/2015 | $5,233.89 | $0.00 |
| A314231A0000100000 | R | 2014 | $2,074.53 | $2,438.00 | 12/1/2014 | $4,332.03 | $0.00 |

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## Parcel Summary

| | |
|---|---|
| **Parcel ID** | A36-42-30-A00-001B-0000 |
| **Location Address** | STATE RD 80<br>LABELLE |
| **Brief Tax Description** | ALL E+N OF C-3 CANAL TOTAL AC 12.68 M/L<br>(Note: *The Description above is not to be used on legal documents.) |
| **Property Use Code** | PASTURELAND 1 (6000)<br>(Note: *The Use Code is a Dept. of Revenue (DOR) code. For zoning information, please contact the Glades County Community Development office at (863) 946-6018.) |
| **Sec/Twp/Rng** | 36-42-30 |
| **Tax District** | Port Labelle Community Development Dist (District 04) |
| **Millage Rate** | 22.0578 |
| **Acreage** | 12.68 |
| **Homestead** | N |

View Map

## Owner Information

**Primary Owner**
HOUSE DWAYNE A REV TR
P O BOX 14739
MIAMI, FL 33101

## Land Information

| Land Use | Number of Units | Unit Type | Frontage | Depth |
|---|---|---|---|---|
| 9910 - MKT.VAL.AG | 12.68 | AC | 0 | 0 |
| 5010 - SVCE ACRGE | 1 | AC | 0 | 0 |
| 6000 - PASTURE 1 | 11.68 | AC | 0 | 0 |

## Sales

| Multi Parcel | Sale Date | Sale Price | Instrument | Book/Page | Qualification | Vacant/Improved | Grantor | Grantee |
|---|---|---|---|---|---|---|---|---|
| Y | 1/31/2022 | $100 | QC | 379/283 | Unqualified | Improved | GLADES ELECTRIC CO-OP INC | HOUSE DWAYNE A REV TR |
| N | 9/29/2017 | $100 | SW | 337/971 | Unqualified | Vacant | HOUSE DWAYNE A | HOUSE DWAYNE A *RT* |
| N | 12/15/1997 | $1,550,000 | WD | 171/374 | Unqualified | Vacant | AGCC | HOUSE D |

## Current Valuation

| | 2022 Certified Values |
|---|---|
| Building Value | $0 |
| Extra Features Value | $0 |
| Land Value | $3,728 |
| Land Agricultural Value | $3,728 |
| Agricultural (Market) Value | $87,492 |
| Just (Market) Value | $87,492 |
| Assessed Value | $3,728 |
| Exempt Value | $0 |
| Taxable Value | $3,728 |
| Maximum Save Our Homes Portability | $0 |

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

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## Notice Of AD Valorem Taxes & Non-AD Valorem Assessments

**Bill # R 314500 2022** **R A36-42-30-A00-001B-0000**

## REAL ESTATE TAX/NOTICE RECEIPT FOR GLADES COUNTY

AD VALOREM TAXES

| TAXING AUTHORITY | MILLAGE RATE | TAX AMOUNT |
|---|---|---|
| COUNTY | .00899670 | $33.54 |
| SCH-LRE | .00325800 | $12.15 |
| SCH-DISC | .00224800 | $8.38 |
| PLCDD | .00432500 | $16.12 |
| SOUTH FL WATER | .00019740 | $0.74 |
| SFW-EVERG CONST | .00003270 | $0.12 |
| LAW-ENF | .00300000 | $11.18 |
| **TOTAL AD-VALOREM:** | | **$82.23** |

NON-AD VALOREM ASSESSMENTS

| TAXING AUTHORITY | TAX AMOUNT |
|---|---|
| Asmt - BARRON DRAINAGE | $78.87 |
| **TOTAL NON-AD VALOREM:** | **$78.87** |

**COMBINED TAXES & ASMTS:** **$161.10**

**DISCOUNT:** **$0.00**

**UNPAID BALANCE:** **$0.00**

**Exemptions:**

**Property Address:**
**STATE RD 80 LABELLE 33935**

**HOUSE DWAYNE A REV TR**
**P O BOX 14739**
**MIAMI , FL 33101**

12.680 ACRES
ALL E+N OF C-3 CANAL
TOTAL AC 12.68 M/L

| | | | |
|---|---|---|---|
| FAIR MKT VALUE | $87,492.00 | DIST | 4 |
| ASSESS | $3,728.00 | EXEMPT VALUE | $0.00 |
| TAXABLE VALUE | $3,728.00 | | |

**** PAID ****

**Last Payment:** 12/05/2022 **Receipt Number:** 32264

**Amount Collected:** $154.66 **Discount Amount:** $0.00

**Tax Roll Property Summary**

| Parcel | Roll Type | Year | Original Gross Tax | Original Assessments | Date Paid | Amount Paid | Total Unpaid |
|---|---|---|---|---|---|---|---|
| A364230A00001B0000 | R | 2022 | $82.23 | $78.87 | 12/5/2022 | $154.66 | $0.00 |
| A364230A00001B0000 | R | 2021 | $82.94 | $66.44 | 12/1/2021 | $143.40 | $0.00 |
| A364230A00001B0000 | R | 2020 | $87.45 | $65.56 | 12/1/2020 | $146.89 | $0.00 |
| A364230A00001B0000 | R | 2019 | $88.63 | $66.06 | 12/26/2019 | $148.50 | $0.00 |
| A364230A00001B0000 | R | 2018 | $85.67 | $68.98 | 12/4/2018 | $148.46 | $0.00 |
| A364230A00001B0000 | R | 2017 | $81.23 | $74.43 | 12/4/2017 | $149.43 | $0.00 |
| A364230A00001B0000 | R | 2016 | $80.52 | $72.28 | 12/2/2016 | $146.69 | $0.00 |
| A364230A00001B0000 | R | 2015 | $75.32 | $66.70 | 12/3/2015 | $136.34 | $0.00 |
| A364230A00001B0000 | R | 2014 | $74.58 | $48.44 | 12/1/2014 | $118.10 | $0.00 |

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103.50

Inst:201722002073 Date:10/3/2017 Time:10:40 AM
Doc Stamp-Deed:0.70
DC,Sandra H Brown,Glades County B:337 P:971

This instrument prepared without title examination by:
John Jay Watkins, Esquire
P. O. Box 250
LaBelle, FL 33975

Actual consideration is $1.00

[Recording Data]

Parcel ID: See below

**SPECIAL WARRANTY DEED**

This Indenture, Made this 29 day of September, 2017 A.D., Between DWAYNE A. HOUSE, a single man, GRANTOR, and DWAYNE A. HOUSE, AS TRUSTEE OF THE DWAYNE A. HOUSE REVOCABLE TRUST DATED 11/20/2007 AS AMENDED AND RESTATED WITH FULL POWER AND AUTHORITY TO PROTECT, CONSERVE, SELL, CONVEY, MORTGAGE, ENCUMBER, LEASE, AND OTHERWISE MANAGE AND DISPOSE OF THE REAL PROPERTY HEREIN PURSUANT TO FLA. STAT. SEC. 689.073 (2016), whose address is P.O. Box 014739, Miami, FL 33101, GRANTEE.

Witnesseth that the GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs and assigns forever, the following described land, situate, lying and being in the County of Glades, State of Florida, to wit:

SEE ATTACHED EXHIBIT "A"
Parcel ID Nos.:
A25-42-30-A00-002B-0000
A27-42-30-A00-0230-0000
A28-42-30-A00-003A-0000
A30-42-31-A00-0040-0000
A31-42-31-A00-0010-0000
A33-42-30-A02-001A-0000
A36-42-30-A00-001B-0000
A29-42-31-A00-005E-0000
A32-42-31-A00-0070-0000
A34-42-30-A00-0010-0000
A34-42-30-001-0000-3120

This is not homestead property of Grantor.

and the GRANTOR does hereby fully warrant and will defend against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

In Witness Whereof, the GRANTOR has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1
Printed name:

Witness #2
Printed Name:

DWAYNE A. HOUSE
P.O. Box 014739
Miami, FL 33101

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by DWAYNE A. HOUSE on this 27 day of September, 2017.

Signature of Notary:

(Check one) ☑ Personally known
☐ Or Produced identification. Type of identification produced:

ARIELIS MARTINEZ
Notary Public - State of Florida
My Comm. Expires Jun 8, 2018
Commission # FF 104580

Inst. Number: 201722002073 Book: 337 Page: 973 Date: 10/3/2017 Time: 10:40:34 AM

DESCRIPTION – BASIN 1

# EXHIBIT "A"

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 Point of Beginning of the following described parcel; thence S89°04'40"W, 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 N36°17'58"W, 321.29 feet; thence S86°20'46"W, 465.19 feet; thence S48°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, N87°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°08'14"E, 129.94 feet; thence S86°47'40"E, 1,582.24 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, 1,833.14 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, 1,671.21 feet to the Point of Beginning.

## DESCRIPTION - BASIN 4

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.

Together With:

From the said northwest corner of Section 34, run S89°[redacted] 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.

**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.

**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.

Inst. Number: 201722002073 Book: 337 Page: 976 Date: 10/3/2017 Time: 10:40:34 AM

DESCRIPTION – BASIN 21

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 Beginning 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, 3218.96 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 203.69 feet through a central angle of 05°03'32"; thence S88°41'56"E, 639.43 feet; thence N46°31'49"E, 269.60 feet: thence N86°20'48"E, 465.19 feet; thence S38°17'58"E, 321.29 feet; thence S89°40'48"E, 155.81 feet; thence N49°35'11"E, 320.71 feet, thence N87°56'04"E, 171.14 feet; thence S22°05'00"E, 392.57 feet; thence N89°04'40"E, 2,965.50 feet to the East line of said Section 31; thence S00°25'52"W, 3,409.35 feet to the Point of Beginning.

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

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 118.71 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. Said tract containing 76.43 acres more or less.

The parcel hereon described is situated in Section 32, Township 42 South, Range 31 East, Glades County, Florida, more particularly described as follows:
Commencing at the Northwest corner of said Section 32, being the Point of Beginning; thence N 89°54'07" E (basis for bearing is assumed), along the North line of said Section 32, distance 1200.00 to the Centerline of a 60 foot wide road easement; thence S 00°01'32" E, along said Centerline, a distance of 726.00 feet; thence S 89°59'06" W, distance 1203.57 feet, to the West Section line of said Section 32; thence N 00°15'25" E, along said West Section line, distance 724.27 feet to the Point of Beginning.
Said parcel is subject to a 30 foot road easement along the East boundary, of a sixty foot road Right-of-Way. Said parcel containing 20.01 acres more or less.
Subject to and including the following described easement for ingress and egress:
A 60 foot wide easement, lying in Section 32, Township 42 South, Range 31 East, Glades County, Florida, being more particularly described as follows:
Commencing at the Northwest corner of said Section 32; thence N 89°54'07 E, along the North line of Section 32, a distance of 1200.00 feet, to the Point of Beginning of a 60 foot wide easement, lying 30 feet left, and 30 feet right of the following described Centerline:
Thence S 00°01'32" E, a distance of 1975.86 feet; thence N 89°58'06" E, a distance of 1009.19 feet; thence S 56°38'45" East, a distance of 99.72 feet, to the Northwesterly edge of a 60 foot road, and to the end of said Centerline.
Including a 60 foot wide road easement, for ingress and egress, lying 30.00 feet left and 30.00 feet right, of the following described Centerline:
Commence at the Northeast corner of Lot 21 in Block "F" of Horseshoe Acres Subdivision and run N 70°11'39" E, 30.00 feet to the North end of the Centerline of Palomino Drive and Point of Beginning of the Centerline herein described; thence N 22°05'25" W, 306.66 feet; thence 329.81 feet along a tangent curve to the right with a radius of 170.00 feet and whose long chord bears N 33°21'15" E and is 280.00 feet long; thence N 88°47'55" E, 645.35 feet; thence 522.15 feet along a tangent curve to the left with a radius of 260.00 feet and whose long chord bears N 31°13'56" E and is 438.72 feet long; thence N 26°16'03 W, 789.12 feet; thence 761.58 feet along a tangent curve to the right with a radius of 660.00 feet and whose long chord bears N 06°47'22" E and is 720.02 feet long; thence 327.86 feet along a tangent curve to the left with a radius of 610 feet and whose long chord bears N 25°23'17" E and is 324.60 feet long; thence N 10°55'47" E, 71.68 feet to the South side of Hendry Boulevard as shown on the plat of Golfview Isles No. 1 Subdivision.

Plat Book 1, Page 1, Public Records of Glades County, Florida.

**The Lots numbered eighty-three (83) and eighty-four (84) and eighty-five (85) in that certain subdivision known as Goodno, according to map or plat of said subdivision filed and recorded in the office of the Clerk of the Circuit Court in and for Glades County, Florida, in Book One (1) Records of Plats, on Page one (1).**

**SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND LIMITATIONS OF RECORD, IF ANY, AND TAXES FOR THE CURRENT AND SUBSEQUENT YEARS.**

A parcel of land lying within Section 34, Township 42 South, Range 30 East, Glades County, Florida, more particularly described as follows:

Commence at the southeast corner of said Section 34; thence North 00°12'10" East, along the East line of said Section 34, a distance of 31.44 feet to the Northerly right-of-way line of State Road 80; thence North 89°47'54" West, along said right-of-way line 740.00 feet, to the Point of Beginning; thence continue North 89°47'54" West, 885.00 feet; thence North 00°11'39" East, 143.33 feet; thence North 89°47'54" West, 100.00 feet; thence South 00°11'39" West, 143.33 feet; thence North 89°47'54" West, 538.35 feet; thence North 00°12'06" East, 17.05 feet; thence North 89°47'54" West, 38.36 feet to a non-tangent curve, concave Westerly, having a radius of 5,656.44 feet and a radial bearing of North 63°20'23" West; thence Northeasterly along the arc of said curve a distance of 2,794.62 feet, through a central angle of 27°20'27" to a non-tangent line; thence South 89°48'43" East, 385.72 feet; thence South 08°17'07" East, 127.76 feet, to the point of a curve, concave Westerly, having a radius of 862.85 feet; thence Southerly along the arc of said curve, a distance of 127.63 feet, through a central angle of 08°29'17"; thence North 89°47'50" West, 150.00 feet; thence South 00°12'10" West, 150.00 feet; thence South 89°47'50" East, 230.00 feet; thence North 00°12'10" East, 150.00 feet, to the point of a curve, concave Westerly, having a radius of 942.85 feet; thence Northerly along the arc of said curve, a distance of 139.68 feet, through a central angle of 08°29'17", to the curve's end; thence North 08°17'07" West, 115.84 feet; thence South 89°48'43" East, 517.43 feet; thence South 00°12'10" West, 1,698.33 feet; thence South 04°17'18" West, 140.36 feet; thence South 00°12'10" West, 853.47 feet to the point of a curve, concave Northwesterly, having a radius of 25.00 feet; thence Southerly along the arc of said curve a distance of 39.27 feet, through a central angle of 89°59'56" to the curve's and and the Point of Beginning.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

A parcel of land lying within Section 34, Township 42 South, Range 30 East, Glades County, Florida, more particularly described as follows:

Commence at the Southeast corner of said Section 34; thence North 00°12'10" East, along the East line of said Section 34, a distance of 31.44 feet to the Northerly right-of-way line of State Road 80; thence North 89°47'54" West, along said right-of-way line, 24.37 feet to the Point of Beginning; thence North 89°47'54" West, 565.63 feet to the point of a curve, concave Northeasterly, having a radius of 25.00 feet; thence Westerly along the arc of said curve, a distance of 39.27 feet, through a central angle of 90°00'05", to the curve's end; thence North 00°12'10" East, 853.47 feet; thence North 03°52'59" West, 140.36 feet; thence North 00°12'10" East, 1,698.35 feet; thence South 89°48'43" East, 543.45 feet; thence South 00°06'54" West, 2,333.19 feet; thence South 07°45'02" East, 387.49 feet to the Point of Beginning:

LESS AND EXCEPT:

LEGAL DESCRIPTION OF LEASE PARCEL

A PARCEL OF LAND LYING AND BEING WITHIN SECTION 34, TOWNSHIP 42 SOUTH, RANGE 30 EAST, GLADES COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

A PARCEL OF LAND LYING WITHIN SECTION 34, TOWNSHIP 42 SOUTH, RANGE 30 EAST, GLADES COUNTY FLORIDA MORE PARTICULARY DESCRIBED AS FOLLOWS

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 34, THENCE N00°12'10"E, ALONG THE EAST LINE OF SAID SECTION 34 A DISTANCE OF 31 44 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80, THENCE N89 47'54"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 24 37 FEET, THENCE N89°47'54"W A DISTANCE OF 565 63 FEET TO THE POINT OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25 00 FEET, THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39 27 FEET THROUGH A CENTRAL ANGLE OF 90°00'05", TO THE CURVE'S END, THENCE N00°12'10"E A DISTANCE OF 853 47 FEET, THENCE N03 52'59"W A DISTANCE OF 140 36 FEET, THENCE N00 12 10"E A DISTANCE OF 1467 76 FEET, THENCE S89°49'16"E A DISTANCE OF 142 40 FEET TO THE POINT OF BEGINNING THENCE S89 49 16 E A DISTANCE OF 100 00 FEET, THENCE N00°10'44"E A DISTANCE OF 100 00 FEET, THENCE N89 49 16"W A DISTANCE OF 100 00 FEET THENCE, S00 10 44"W A DISTANCE OF 100 00 FEET

SAID LEASE PARCEL CONTAINING 10,000 SQUARE FEET OR 0 23 ACRES MORE OR LESS

LEGAL DESCRIPTION OF ACCESS EASEMENT

TOGETHER WITH A 30 00 FOOT NON-EXCLUSIVE EASEMENT FOR INGRESS/EGRESS PURPOSES, THE CENTERLINE OF WHICH BEING MORE PARTICULARY DESCRIBED AS FOLLOWS

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 34, THENCE N00°12'10"E, ALONG THE EAST LINE OF SAID SECTION 34 A DISTANCE OF 31 44 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80, THENCE N89°47'54"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 24 37 FEET, THENCE N89°47'54"W A DISTANCE OF 565 63 FEET TO THE POINT OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25 00 FEET, THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39 27 FEET THROUGH A CENTRAL ANGLE OF 90°00'05", TO THE CURVE'S END, THENCE N00°12'10"E A DISTANCE OF 853 43 FEET, THENCE N03°52'59"W A DISTANCE OF 140 36 FEET, THENCE N00 12 41"E A DISTANCE OF 1467 78 FEET, THENCE S89°49'16"E A DISTANCE OF 142 40 FEET, THENCE N00°10'44"E A DISTANCE OF 50 00 FEET TO THE POINT OF BEGINNING, THENCE N89°49'16"W A DISTANCE OF 142 37 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF DALTON ROAD & THE POINT OF TERMINATION

LEGAL DESCRIPTION OF UTILITY EASEMENT

TOGETHER WITH A 30 00 FOOT NON-EXCLUSIVE EASEMENT FOR UTILITY PURPOSES, THE CENTERLINE OF WHICH BEING MORE PARTICULARY DESCRIBED AS FOLLOWS

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 34, THENCE N00°12'10"E, ALONG THE EAST LINE OF SAID SECTION 34 A DISTANCE OF 31 44 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80, THENCE N89 47'54"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 24 37 FEET, THENCE N89°47'54"W A DISTANCE OF 565 63 FEET TO THE POINT OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25 00 FEET, THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39 27 FEET THROUGH A CENTRAL ANGLE OF 90°00'05" TO THE CURVE'S END, THENCE N00 12'10"E A DISTANCE OF 853 43 FEET, THENCE N03 52'59"W A DISTANCE OF 140 36 FEET THENCE N00 12 41"E A DISTANCE OF 1467 76 FEET, THENCE S89°49'16"E A DISTANCE OF 142 40 FEET, THENCE N00°10 44'E A DISTANCE OF 15 00 FEET TO THE POINT OF BEGINNING, THENCE N89°49'16"W A DISTANCE OF 142 39 FEET TO THE POINT OF TERMINATION

LEGAL DESCRIPTION OF GUY WIRE EASEMENT NO 1

TOGETHER WITH A 30 00 FOOT WIDE NON-EXCLUSIVE GUY WIRE EASEMENT, THE CENTERLINE OF WHICH BEING MORE PARTICULARY DESCRIBED AS FOLLOWS

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 34, THENCE N00 12'10"E, ALONG THE EAST LINE OF SAID SECTION 34 A DISTANCE OF 31 44 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80, THENCE N89°47'54"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 24 37 FEET, THENCE N89°47'54"W A DISTANCE OF 565 63 FEET TO THE POINT OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25 00 FEET, THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39 27 FEET THROUGH A CENTRAL ANGLE OF 90 00'05", TO THE CURVE'S END, THENCE N00°12'10"E A DISTANCE OF 853 47 FEET, THENCE N03 52'59"W A DISTANCE OF 140 36 FEET, THENCE N00°12'10"E A DISTANCE OF 1467 78 FEET, THENCE S89°49'16"E A DISTANCE OF 201 59 FEET, THENCE N00°10'44"E A DISTANCE OF 50 00 FEET TO THE POINT OF BEGINNING, THENCE N60°00'00"E A DISTANCE OF 195 00 FEET TO THE POINT OF TERMINATION

LEGAL DESCRIPTION OF GUY WIRE EASEMENT NO 2

TOGETHER WITH A 30 00 FOOT WIDE NON-EXCLUSIVE GUY WIRE EASEMENT, THE CENTERLINE OF WHICH BEING MORE PARTICULARY DESCRIBED AS FOLLOWS

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 34, THENCE N00°12'10"E, ALONG THE EAST LINE OF SAID SECTION 34 A DISTANCE OF 31 44 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80, THENCE N89 47'54"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 24 37 FEET, THENCE N89°47'54"W A DISTANCE OF 565 63 FEET TO THE POINT OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25 00 FEET, THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39 27 FEET THROUGH A CENTRAL ANGLE OF 90 00'05", TO THE CURVE'S END, THENCE N00°12'10"E A DISTANCE OF 853 47 FEET, THENCE N03 52'59"W A DISTANCE OF 140 36 FEET THENCE N00 12 10"E A DISTANCE OF 1467 76 FEET, THENCE S89°49'16"E A DISTANCE OF 201 59 FEET, THENCE N00 10'44"E A DISTANCE OF 50 00 FEET TO THE POINT OF BEGINNING, THENCE N60°00'00"W A DISTANCE OF 195 00 FEET TO THE POINT OF TERMINATION

LEGAL DESCRIPTION OF GUY WIRE EASEMENT NO 3

TOGETHER WITH A 30 00 FOOT WIDE NON-EXCLUSIVE GUY WIRE EASEMENT, THE CENTERLINE OF WHICH BEING MORE PARTICULARY DESCRIBED AS FOLLOWS

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 34 THENCE N00 12 10'E, ALONG THE EAST LINE OF SAID SECTION 34 A DISTANCE OF 31 44 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80, THENCE N89 47'54"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 24 37 FEET, THENCE N89°47'54"W A DISTANCE OF 565 63 FEET TO THE POINT OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25 00 FEET, THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39 27 FEET THROUGH A CENTRAL ANGLE OF 90°00'05" TO THE CURVE'S END, THENCE N00°12'10"E A DISTANCE OF 853 47 FEET, THENCE N03 52'59"W A DISTANCE OF 140 36 FEET, THENCE N00 12 10"E A DISTANCE OF 1467 76 FEET, THENCE S89°49'16"E A DISTANCE OF 201 59 FEET, THENCE N00°10'44"E A DISTANCE OF 50 00 FEET TO THE POINT OF BEGINNING, THENCE S00°00'00"E A DISTANCE OF 195 00 FEET TO THE POINT OF TERMINATION

**Lots 312 and 313 of Goodno's Subdivision of the East one half of Section 34, Township 42 South, Range 30 East, Glades County, Florida, according to the plat thereof recorded in Plat Book 1, Page 1, Public Records of Glades County, Florida.**

N.B. STATE OF FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF $10,500.00 AND INTANGIBLE TAXES IN THE AMOUNT OF $6,000.00 ARE BEING PAID IN CONNECTION WITH THE RECORDING OF THIS MORTGAGE IN THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA. THIS MORTGAGE ENCUMBERS PROPERTY SITUATED IN BOTH HENDRY COUNTY, FLORIDA AND GLADES COUNTY, FLORIDA

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: 202122000545 Date: 02/26/2021 Time: 4:32PM**
**Page 1 of 28 B: 367 P: 820, Tami P Simmons, Clerk of Court Glade County, By: MC**
**Deputy Clerk**

[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]:

☐ 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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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

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,

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,

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.

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.

**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**

**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 019467
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

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

[X] Personally known, or

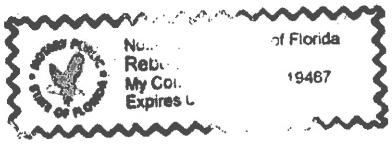
[ ] Produced Identification

Type of Identification Produced:_____

STATE OF FLORIDA
COUNTY OF Hendry

The foregoing instrument was acknowledged before me by means of [ ] 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







[X] Personally known, or

[ ] Produced Identification

Type of Identification Produced: _____

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

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

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

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

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:

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.

# 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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[redacted][Doc Id 7090 M01112021]

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**

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]*



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# CROSS COLLATERALIZATION RIDER

**Loan #** [redacted]

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/[redacted] 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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[redacted] [Doc Id 2448 M01222014]

**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]*

# CROSS DEFAULT RIDER

**Loan #** [redacted]

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/[redacted] 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**

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]*



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2

Inst: 202122000546 Date: 02/26/2021 Time: 4:32PM
Page 1 of 8 B: 367 P: 848, Tami P Simmons, Clerk of Court Glades, County, By: MC
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 #** [redacted]

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 **Glades 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 **Glades** 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.

**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**

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

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

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

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

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:

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

NOTE:STATE OF FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF $$24,500.00 AND INTANGIBLE TAXES IN THE AMOUNT OF $144,000.00 ARE BEING PAID IN CONNECTION WITH THE RECORDING OF THIS MORTGAGE IN THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA. THIS MORTGAGE ENCUMBERS REAL PROPERTY SITUATED IN BOTH HENDRY COUNTY, FLORIDA AND GLADES COUNTY, FLORIDA

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: 202122000547 Date: 02/26/2021 Time: 4:32PM**
**Page 1 of 29 B: 367 P: 856, Tami P Simmons. Clerk of Court Glades County, By: MC**
**Deputy Clerk**

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

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

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

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

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

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

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,

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 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, 20 21, 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: _____

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:_____

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

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

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

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

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:

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.

# 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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[redacted] [Doc Id 9010 M07192019]

**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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[redacted][Doc Id 9010 M07192019]

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**

**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]*



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# CROSS COLLATERALIZATION RIDER

Loan # [redacted]

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/[redacted] 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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[redacted] [Doc Id 2448 M01222014]

**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]*



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# CROSS DEFAULT RIDER

**Loan #** [redacted]

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/ [redacted] 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.

**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]*

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Inst: 202122000548 Date: 02/26/2021 Time: 4:32PM
Page 1 of 8 B: 367 P: 885, Tami P Simmons, Clerk of Court Glades. County, By: MC
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 #** [redacted]

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 **Glades 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 **Glades** 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, 2021.

**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**

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

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

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

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

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:

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.

5

[redacted]

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Miller Law, P.A.
2323 South Florida Avenue
Lakeland, FL 33802
Attention: Marsha M. Wilkes

Inst: 202122000549 Date: 02/26/2021 Time: 4:32PM
Page 1 of 12 B: 367 P: 893, Tami P Simmons, Clerk of Court Glades County, By: MC
Deputy Clerk

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name): if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | | | |
|---|---|---|---|---|---|
| 1a. ORGANIZATION'S NAME | | | | | |
| OR 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | | SUFFIX | |
| House | Dwayne | Allen | | | |
| 1c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY | |
| 151 Crandon Blvd Apt 905 | Miami | FL | 33149 | US | |

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | | |
|---|---|---|---|---|
| 2a. ORGANIZATION'S NAME | | | | |
| GOODNO RANCH, INC. | | | | |
| OR 2b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | | SUFFIX |
| | | | | |
| 2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
| HWY, 78 | Alva | FL | 33920 | US |

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

| | | | | |
|---|---|---|---|---|
| 3a. ORGANIZATION'S NAME | | | | |
| U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation programs | | | | |
| OR 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | | SUFFIX |
| | | | | |
| 3c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
| 1133 Rankin Street, Suite 100 | St. Paul | MN | 55116 | US |

4. COLLATERAL: This financing statement covers the following collateral:

See UCC Financing Statement Addendum, Rider A to UCC, and Exhibit A Legal Description attached hereto and made a part hereof.

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
Filing Office: Glades County FL

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11) International Association of Commercial Administrators (IACA)

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S SURNAME
House

FIRST PERSONAL NAME
Dwayne

ADDITIONAL NAME(S)/INITIAL(S)
Allen

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME
FERGUSON-HOUSE FARMS, INC.

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

| 10c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---|---|---|---|---|
| 3790 NW 11th Street | Miami | FL | 33101 | US |

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☒ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME
AgAmerica Lending LLC

OR

| 11b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
|---|---|---|---|
| | | | |

| 11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---|---|---|---|---|
| 4030 South Pipkin Road | Lakeland | FL | 33811 | US |

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

See Rider A to UCC attached hereto and made a part hereof.

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:
See Exhibit A attached hereto and made a part of.

17. MISCELLANEOUS:

# UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

18a. ORGANIZATION'S NAME

OR

18b. INDIVIDUAL'S SURNAME: **House**

FIRST PERSONAL NAME: **Dwayne**

ADDITIONAL NAME(S)/INITIAL(S): **Allen** | SUFFIX

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME: **Dwayne A. House Revocable Trust**

OR

| 19b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
|---|---|---|---|
| | | | |

| 19c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---|---|---|---|---|
| **151 Crandon Blvd Apt 905** | **Miami** | **FL** | **33149** | **US** |

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME: **LONE RANGER, LLC**

OR

| 20b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
|---|---|---|---|
| | | | |

| 20c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---|---|---|---|---|
| **3790 Northwest 11th Street** | **Miami** | **FL** | **33126** | **US** |

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME

OR

| 21b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
|---|---|---|---|
| | | | |

| 21c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---|---|---|---|---|
| | | | | **US** |

22. ☒ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME: **U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation programs**

OR

| 22b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
|---|---|---|---|
| | | | |

| 22c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---|---|---|---|---|
| **1133 Rankin Street, Suite 100** | **St. Paul** | **MN** | **55116** | |

23. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME

OR

| 23b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
|---|---|---|---|
| | | | |

| 23c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---|---|---|---|---|
| | | | | |

24. MISCELLANEOUS:

**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

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

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

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

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:

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.

# RIDER A TO UCC

Debtor: **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)**

Secured Party: **AgAmerica Lending LLC**

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 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 herein as the "Property."



©PeirsonPatterson, LLP. [redacted]
[redacted] [Doc Id 9696 M10292018]

# Exhibit "A"

**Legal Description For**

**1,494.11 +/- Acres in Hendry County and 2,831.51 Acres in Glades County, Florida**

**See Exhibit A attached hereto and made a part of.**



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Inst:201522000870 Date:4/15/2015 Time:2:09 PM
DC,Sandra H Brown,Glades County B:320 P:278

## OIL, GAS AND MINERAL LEASE

Paid-Up Lease KE FORMAA 8/2013 (Without Letter Agreement and Seismic Option Language)

THIS OIL, GAS AND MINERAL LEASE, sometimes referred to herein as "lease" or "agreement", is dated April 10, 2015 by and between Dwayne A. House, 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".

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 Glades, State of **FLORIDA**, to wit:

See Attached Exhibit "A", "B" and "C"

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 2,315.58 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 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.

**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 from 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 Ten Dollars and NO/100 ($10.00) 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 10 day of April, 2015.

Witnesses:

Sign: _____
Print: JEFF Parnell

Sign: _____
Print: BARBARA N. WILLARD

Dwayne A. House

Sign: _____
Print: DWAYNE A. HOUSE
Title: Owner

Address P.O. Box 14739
Miami, Florida 33101

Witnesses:

Sign: _____
Print: _____

Sign: _____
Print: _____

KEROGEN FLORIDA ENERGY COMPANY LP

_____
Cliff Klingler, Vice President Land

Address: Kerogen Florida Energy Company LP
340 North Sam Houston Parkway East
Suite 249
Houston, TX 77060

**NOTARY ACKNOWLEDGEMENT**

STATE OF FLORIDA §
§
COUNTY OF Hendry §

The foregoing instrument was acknowledged before me this 4/10/2015 (date), by Dwayne A. House (name of individual), an individual, who is personally known to me or who has produced n/a (type of identification) as identification.

Notary Public - State of Florida:

Sally M. Rooney
(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title and Serial number)

Affix Seal Below:

SALLY M. ROONEY
MY COMMISSION # FF 148587
EXPIRES: December 5, 2018
Bonded Thru Budget Notary Services

**NOTARY ACKNOWLEDGEMENT**

STATE OF FLORIDA §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ (date) by Cliff Klingler, Vice President Laird 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 Florida:

Affix Seal Below:

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title and Serial number)

**EXHIBIT "A"**

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 Point of Beginning of the following described parcel; thence S89°04'40"W, 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, 615.82 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, 1,882.24 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, 1,833.14 feet; thence S00°09'08"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.

EXHIBIT "B"

The parcel hereon described is situated in Section 32, Township 42 South, Range 31 East, Glades County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Section 32, being the Point of Beginning; thence N 89°54'07" E (basis for bearing is assumed), along the North line of said Section 32, distance 1200.00 to the Centerline of a 60 foot wide road easement; thence S 00°01'32" E, along said Centerline, a distance of 726.00 feet; thence S 89°59'06" W, distance 1203.57 feet, to the West Section line of said Section 32; thence N 00°15'25" E, along said West Section line, distance 724.27 feet to the Point of Beginning.

Said parcel is subject to a 30 foot road easement along the East boundary, of a sixty foot road Right-of-Way. Said parcel containing 20.01 acres more or less.

Subject to and including the following described easement for ingress and egress:

A 60 foot wide easement, lying in Section 32, Township 42 South, Range 31 East, Glades County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Section 32; thence N 89°54'07 E, along the North line of Section 32, a distance of 1200.00 feet, to the Point of Beginning of a 60 foot wide easement, lying 30 feet left, and 30 feet right of the following described Centerline:

Thence S 00°01'32" E, a distance of 1975.96 feet; thence N 89°55'06" E, a distance of 1089.19 feet; thence S 56°38'45" East, a distance of 99.72 feet, to the Northwesterly edge of a 60 foot road, and to the end of said Centerline.

Including a 60 foot wide road easement, for ingress and egress, lying 30.00 feet left and 30.00 feet right, of the following described Centerline:

Commence at the Northeast corner of Lot 21 in Block "F" of Horseshoe Acres Subdivision and run N 70°11'39" E, 30.00 feet to the North end of the Centerline of Palomino Drive and Point of Beginning of the Centerline herein described; thence N 22°05'25" W, 306.66 feet; thence 329.01 feet along a tangent curve to the right with a radius of 170.00 feet and whose long chord bears N 33°21'15" E and is 280.00 feet long; thence N 88°47'55" E, 645.35 feet; thence 522.15 feet along a tangent curve to the left with a radius of 260.00 feet and whose long chord bears N 31°15'56" E and is 438.72 feet long; thence N 26°16'03 W, 789.12 feet; thence 761.58 feet along a tangent curve to the right with a radius of 660.00 feet and whose long chord bears N 06°47'22" E and is 720.02 feet long; thence 307.86 feet along a tangent curve to the left with a radius of 610 feet and whose long chord bears N 25°23'17" E and is 304.60 feet long; thence N 10°55'47" E, 71.68 feet to the South side of Hendry Boulevard as shown on the plat of Golfview Isles No. 1 Subdivision.

EXHIBIT "C"

A parcel of land lying within Section 34, Township 42 South, Range 30 East, Glades County, Florida, more particularly described as follows:

Commence at the southeast corner of said Section 34; thence North 00°12'10" East, along the East line of said Section 34, a distance of 31.44 feet to the Northerly right-of-way line of State Road 80; thence North 89°47'54" West, along said right-of-way line 740.00 feet, to the Point of Beginning; thence continue North 89°47'54" West, 885.00 feet; thence North 00°11'39" East, 143.33 feet; thence North 89°47'54" West, 100.00 feet; thence South 00°11'39" West, 143.33 feet; thence North 89°47'54" West, 538.35 feet; thence North 00°12'06" East, 17.05 feet; thence North 89°47'54" West, 38.36 feet to a non-tangent curve, concave Westerly, having a radius of 5,856.44 feet and a radial bearing of North 63°20'23" West; thence Northeasterly along the arc of said curve a distance of 2,794.62 feet, through a central angle of 27°20'27" to a non-tangent line; thence South 89°48'43" East, 385.72 feet; thence South 08°17'07" East, 127.76 feet, to the point of a curve, concave Westerly, having a radius of 862.85 feet; thence Southerly along the arc of said curve, a distance of 127.63 feet, through a central angle of 08°29'17"; thence North 89°47'50" West, 150.00 feet; thence South 00°12'10" West, 150.00 feet; thence South 89°47'50" East, 230.00 feet; thence North 00°12'10" East, 150.00 feet, to the point of a curve, concave Westerly, having a radius of 942.85 feet; thence Northerly along the arc of said curve, a distance of 139.68 feet, through a central angle of 08°29'17", to the curve's end; thence North 08°17'07" West, 115.84 feet; thence South 89°48'43" East, 517.43 feet; thence South 00°12'10" West, 1,698.33 feet; thence South 04°17'18" West, 140.36 feet; thence South 00°12'10" West, 853.47 feet to the point of a curve, concave Northwesterly, having a radius of 25.00 feet; thence Southerly along the arc of said curve a distance of 39.27 feet, through a central angle of 89°59'56" to the curve's end and the Point of Beginning.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

A parcel of land lying within Section 34, Township 42 South, Range 30 East, Glades County, Florida, more particularly described as follows:

Commence at the Southeast corner of said Section 34; thence North 00°12'10" East, along the East line of said Section 34, a distance of 31.44 feet to the Northerly right-of-way line of State Road 80; thence North 89°47'54" West, along said right-of-way line, 24.37 feet to the Point of Beginning; thence North 89°47'54" West, 565.63 feet to the point of a curve, concave Northeasterly, having a radius of 25.00 feet; thence Westerly along the arc of said curve, a distance of 39.27 feet, through a central angle of 90°00'05", to the curve's end; thence North 00°12'10" East, 853.47 feet; thence North 03°52'59" West, 140.36 feet; thence North 00°12'10" East, 1,698.35 feet; thence South 89°48'43" East, 543.45 feet; thence South 00°06'54" West, 2,333.19 feet; thence South 07°45'02" East, 387.49 feet to the Point of Beginning.

(Seal)

T. J. Hinkins
Notary Public

A true copy of the original dated Nov. 25, 1903.

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Clerk ct. ct.

.C177.

DB 52 P 38

Internal Improvement Fund, State of Florida.

Deed No 13877.

This Indenture made this 28th day of December A. D. 1904, by and between W. S. Jennings Governor, A. C. Croom, Comptroller, W. V. Knott, Treasurer, W. H. Ellis, Attorney-General, and E. M. Baker, Commissioner of Agriculture, as Trustees of the Internal Improvement Fund of the State of Florida, parties of the first part, and John T. Henderson and Jennie L. Murphee, of the County of Leon, State of Florida, and Flora A. Waldo, of the County of Kings in the State of New York, children and heirs at law of John A. Henderson deceased, formerly of the County of Leon in the State of Florida, parties of the second part.

Whereas, It appears from the printed minutes of the Trustees of the Internal Improvement Fund of the State of Florida, page 3 thereof, (3) on page 332, that the said John A. Henderson was employed by said Trustees as agent to make further selections of land granted to the State by Act of Congress of September 28th 1850, upon the terms and conditions appearing in the recorded minute of said trustees, dated Nov. 10th 1857, and which is as follows:

"The Commissioner of Lands and Immigration having been requested to employ a suitable and competent person, as Agent of the Board, to make further selections of land granted to the State by Act of Congress, September 28th 1850, and to procure the proofs required by the regulations of the United States Land Department for the approval of such selections, reported that he had employed Col. John A. Henderson, for that purpose, and that he was to frame all the papers necessary to make the selections and proof required, and to receive as compensation for such service not exceeding two cents per acre upon the amount of such selections which may be patented to the State, and to be paid in such lands as selected which was approved by the Board".

And, Whereas, The following order of the Board of Trustees was on November 25th 1857 adopted and entered in the minutes of said Board, which appears in the reports of the Secretary and Treasurer of the Internal Improvement Fund, between the years 1855 and 1860 to-wit:

"November 25, 1857— John A. Henderson appeared and presented an application to the Board for a settlement and adjustment of his accounts as agent of the State for the selection of swamp and overflowed lands under the Swamp Land Act of September 28th, 1850, up to the present date.

And it appearing from the record of this Board that Mr. Henderson was employed as such agent by the Commissioner of Lands and Immigration, confirmed by resolution adopted on March 12th 1855, at a compensation of two cents per acre upon all lands patented upon his selections, payable in any lands of the Fund according to the schedule prices

for the sale of lands, which at the date of such resolution ranged from one dollar per acre for forty acre tracts to forty-five cents per acre for lands in bodies of twenty-five thousand acres or more.

That under such contract there has been of such selections an area of more than three million two hundred and fifty thousand acres patented to the State.

That there is pending for confirmation upon lists of such selections of surveyed lands of more than one million five hundred thousand acres, located in the several counties of the State, and in addition thereto a selection has been made covering unsurveyed lands adjacent to the margin of Lake Okeechobee and the Everglades, aggregating, say Three million four hundred thousand acres, which are practically ready for patents.

That under the law the compensation or such payment is payable first to such agent out of all the lands when patented, and prior to the rights of all grantees under grants, and that while compensation has been from time to time made to such agent in lands at the more recent uniform price of One dollar per acre on patented selections, there will still be due to him and payable when patented the compensation on Five to Five million Five Hundred thousand acres of land, payable as aforesaid.

And it further appearing to the Board, that there are continually arising between said Agent on account of his compensation, frictions with Land Grant Companies, over lands, prejudicial to the practicial application of the swamp and overflowed land to the purpose of drainage, reclamation and internal improvement, by the Board.

And the said Henderson intimated to the Board that he would accept an area of said Swamp and Overflowed Lands that are unsurveyed and contiguous, and that are in estimated acreage of less area that the acreage he would be entitled to, even at the present price of One Dollar per acre, as compensation in full for his account for services as such agent to date, thus eliminating all questions arising therefrom and conducive to the further application of the lands to the purpose of the Act of Internal Improvement. The lands that to be taken are supposed between the line of existing sur vays and the margins of the Okeechobee and tributaries, and are more particularly designated by land would be the projections of the existing lines of surveys follows:

All unsurveyed fractional SE 1/4 Section 32 and S 1/2 Section 33, T. 40 S, R. 32 E.

All unsurveyed Sections, 3, 4, 8, 9, 10, 15, 17, 21, 27, 28, 31, 33, 33 and 34, T 41 S, R 32E.

All unsurveyed Sections 29, 30, 31, 34, 35, 36, 37, 38, 39, 30 and 33, T 42 S, R 30 E.

All unsurveyed Sections 1, 11, 12, 13, 14, 21, 22, 23, 24, 25, 26, 27, 28, 30, 34, 35 and 36, T 42 S, R 31 E.

All unsurveyed Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 30, 31, 32, 34, 35 and 36, T 42 S, R 32 E.

All unsurveyed Sections 7, 13, 18, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 32, 33, 34, 35 and 36, T 42, S R. 33 E.

All unsurveyed Sections 19, 30, 31 and 32, T 43 S, R 34 E.

All unsurveyed Sections 1, 2, 3, 10, 11, 12, 13, 14, E 1/2 and E 1/2 of W 1/2 of Section 15, E 1/2, E 1/2 of NW 1/4 of Section 22, all Sections 23, 24, 25, 26, E 1/2 of Section 27, NE 1/4 of Section 34, E 1/2 of Section 35 and E 1/2 of Section 36, T 43 S, R 31 E.

All unsurveyed Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, E 1/2 and SE 1/4 of Section 15, all Sections 17, 18, 24, 25 and 36, T 43 S, R 32 E.

All unsurveyed Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20,

for forty acres treats to forty-five cents per acre for lands in tracts of twenty-five thousand acres or more.

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for bottom

That under such contract there has been or such selections an area of more than three million two hundred and fifty thousand acres patented to the State.

That there is pending for confirmation upon those of such selections of surveyed lands of more than one million five hundred thousand acres, located in the several counties of the State, and in addition thereto a selection has been made covering unsurveyed lands adjacent to the margin of lake Okeechobee and the Everglades, aggregating, say three million four hundred thousand acres, which are practically ready for patents.

That under the law the compensation or such payment is payable first to such agent out of all the lands when patented, and prior to the rights of all grantees under grants, and that while compensation has been from time to time made to such agent in lands at the more recent uniform price of one dollar per acre on patented selections, there will still be due to him and payable when patented the compensation on five to five million Five Hundred thousand acres of land, payable as aforesaid.

And it further appearing to the Board, that there are controversy arising between said Agent on account of his compensation , frictions with land Grant Companies, over lands, prejudicial to the provisional application of the swamp and overflowed land to the purpose of drainage, reclamation and internal improvement, by the Board.

And the said Herbermann indicated to the Board that he would accept an area of said Swamp and Overflowed lands that are unsurveyed and contiguous, and that are in estimated acreage of less area that the acreage he would be entitled to, even at the present prices of one Dollar per acre, as compensation in full for his account for services as such agent to date, thus eliminating all questions arising thereupon and subsequent to the further application of the lands to the purpose of the Act of Internal Improvement. The lands that to be taken are enclosed between the line of existing sur vays and the margins of the Okeechobee and tributaries, and are more particularly designated by that would be the projections of the existing lines of surveys following:

All unsurveyed fractional NE 1/4 Section 32 and N 1/2 Section 33, T. 40 S, R. 32 E.
All unsurveyed Sections, 3, 4, 5,8,, 9, 10, 15, 17, 21, 27, 28, 31, 32, 33 and 34, T 41 S, R 32E.
All unsurveyed Sections 20, 29, 21, 24, 25, 26, 27, 28, 29, 30, 32 and 33, T 42 S, R ,32 E.

All unsurveyed Sections 1, 11, 12, 13, 14, 22, 23, 25, 24, 25, 26, 27, 28, 30, 34, 35 and 36, T 42 S, R 31 E.

All unsurveyed Sections 2, 3, 4, 5, 6,7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 20, 29, 30, 31, 32, 33, 34, 35 and 36, T 42 S, R 32 E.

All unsurveyed Sections 7, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 32, 33, 34, 35 and 36, T 42, R E. 33 E.

All unsurveyed Sections 29, 30, 31 and 32, T 43 S, R 34 E.

All unsurveyed Sections 1, 2, 3, 10, 11, 12, 13, 14, E 1/2 and E 1/2 of W 1/2 of Section 23, E 1/2 , E 1/2 of NW 1/4 of Section 24, all Sections 25, 26, 35, 36, E 1/2 of Section 27, NE 1/4 of Section 34, W 1/2 of Section 35 and E 1/2 of Section 36, T 43 S, R 31 E.

All unsurveyed Sections 1 , 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, E 1/2 and NE 1/4 of Section 15, all Sections 17, 18, 24, 25 and 36, T 43 S, R 32 E.

All unsurveyed Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28,29, 30, 31, 32, 33, 34, 35, and 36, T. 43 S., R 33 E.

All unsurveyed Sections 7, 8, 9, 10, 15, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33 and

and 34, T 43 S, R 34 E.

All unsurveyed Sections 1, 2, 3, 4, 5 and 6, T 44 S, R 33 E.

All unsurveyed Sections 3, 4, 5, and 6, T 44 S, R 34 E.,

That the Board accepts the proposition of said Agent, John A. Henderson, and therefore it is

Resolved, That the Commissioner of Lands and Immigration be and he is hereby directed to withdraw from sale and further disposal by this Board, and that when patented to the State, the Board will convey to the said Henderson, or to his assigns, the lands of said list as above in full settlement of Swamp and Overflowed land accruing or to accrue to the State under the Act of Congress of September 28th 1850, up to the date of this resolution."

And Whereas, On December 31st 1904, the following petition in behalf of the said parties of the second part was presented to the Trustees by T. L. Glenn, Attorney for Petitioners:

To the Hon. W. S. Jennings, Governor of the State of Florida, W. V. Knott, Treasurer, W. H. Ellis, Attorney-General, A. C. Croom Comptroller, and B. E. Mabin, Commissioner of Agriculture, of said State of Florida.

The petition of John W. Henderson, Jennie E. Hughes, and Flora A. Wilde, would respectfully show

That petitioners are the children and only heirs at law of John A. Henderson, who departed this life intestate in Leon County, State of Florida, on the 9th day of August, A. D. 1904.

That on the 15th day of November A. D. 1897, and for a number of years prior thereto, said John A. Henderson was Agent of the State of Florida for the selection of swamp and overflowed lands under the Act of September 28th 1850, passed by Congress of United States, by appointment and contract with the Trustees of Internal Improvement Fund of the State of Florida.

That on the 29th day of November A. D. 1897, said John A. Henderson as such agent presented his application to said Trustees for a settlement and adjustment of his accounts for the selection of lands up to that date under his said appointment and contract aforesaid, and proposed to accept in full satisfaction of his claims for such compensation certain lands embraced between the then existing surveys and the meanders of the Shorelines and tributaries containing about 98,000 acres then unsurveyed and not patented to the State.

After the said proposition of the said Agent John A. Henderson was then and there accepted by said Trustees and by resolution of said Trustees the said lands were withdrawn from sale and further disposal, and said Trustees resolved to convey the same to said Henderson or his assigns in full settlement of his compensation for services as State Agent for the selection of lands as aforesaid up to the date aforesaid, when said lands should be patented to the State. All of which will appear more fully by reference to the minutes of said Trustees as appearing in their printed proceedings for the year 1897, on pages 24- 25 which are made a part of this petition as if each set forth herein.

That on the 29th day of April, 1905, the said lands were duly patented to the

that the Board accepts the proposition of said Agent, John A. Henderson, and there, as from it is

Resolved, that the Commissioner of Lands and Immigration be and he is hereby directed to withdraw from sale and further disposal by this Board, and that when patented to the State, the Board will convey to the said Henderson, or to his assigns, the lands of said list as above in full settlement of Swamp and Overflowed land accruing or to accrue to the State under the Act of Congress of September 28th 1850, up to the date of this resolution."

And thereon, on December 21st 1904, the following petition in behalf of the said parties of the second part was presented to the Trustees by T. L. Glenn, Attorney for Petitioners:

"To the Hon. W. S. Jennings, Governor of the State of Florida, W. V. Knott, Treasurer, W. H. Ellis, Attorney-General, A. C. Croom Comptroller, and B. E. Mabin, Commissioner of Agriculture, of said State of Florida.

The petition of John W. Henderson, Jennie H. Humphreys, and Flora A. Wade, would respectfully show:

That petitioners are the children and only heirs at law of John A. Henderson, who departed this life intestate in Leon County, State of Florida, on the 9th day of August, A. D. 1904.

That on the 15th day of November A. D. 1877, and for a number of years prior thereto, said John A. Henderson was Agent of the State of Florida for the selection of swamp and overflowed lands under the Act of September 28th 1850, passed by Congress of United States, by appointment and contract with the Trustees of Internal Improvement Fund of the State of Florida.

That on the 19th day of November A. D. 1877, said John A. Henderson as such agent presented this application to said Trustees for a settlement and adjustment of his accounts for the selection of lands up to that date under his said appointment and contract aforesaid, and proposed to accept in full satisfaction of his claims for such compensation certain lands embraced between the then existing surveys and the meanders of the Choctahatchee and tributaries containing about 28,000 acres then unsurveyed and not patented to the State.

What the said proposition of the said Agent John A. Henderson was then and there accepted by said Trustees and by resolution of said Trustees the said lands were withdrawn from sale and further disposal, and said Trustees resolved to convey the same to said Henderson or his assigns in full settlement of his compensation for services as State Agent for the selection of lands as aforesaid up to the date aforesaid, when said lands should be patented to the State. All of which will appear more fully by reference to the minutes of said Trustees as appearing in their printed proceedings for the year 1877, on pages 26- 28 which are made a part of this petition as if set out herein.

That on the 29th day of April, 1903, the said lands were duly patented to the State of Florida and the said John A. Henderson then became entitled to a conveyance of the same, deed from said Trustees under the terms of the settlement and resolutions

aforesaid, but no such conveyance was made by said Trustees to said Henderson in his life time or has since been made to his heirs for assigns.

That petitioners as the children and only heirs at law of said John A. Henderson deceased are entitled by inheritance to all his property including his right to conveyance of the lands aforesaid.

Wherefore petitioners pray that said lands by proper description as contained in the Patents thereof be conveyed by proper deed duly executed by said Trustees of the Internal Improvement Fund of the State of Florida to your petitioners as heirs at law of said John A. Henderson deceased.

And will ever pray &c.

F. L. Glenn,
Attorney for petitioners.

John W. Henderson,
Jennie M. Mayhew,
Flora A. Webb, by
John W. Henderson.

State of Florida,

Leon County.

Before the undersigned authority personally appeared John W. Henderson, one of the petitioners named in the foregoing petition, who being duly sworn says that all the facts therein set forth are true as stated in said petition.

John W. Henderson.

Sworn to and subscribed before me this December 21st, A.D. 1904.

(Seal) Willis M. Randolph, Notary Public, State of Florida at large. My Commission expires Aug. 1907

And whereas, It appears that the said John A. Henderson, departed this life intestate in Leon County State of Florida, on the 9th day of August A. D. 1904, and that the said parties of the second part are the children and only heirs at law of the said John A. Henderson deceased, and as such are entitled to the benefits and advantages which accrued to the said John A. Henderson, in his life time by virtue of the settlement between him as agent of the State for the selection of Swamp and overflowed lands under the Act of Congress September 28th 1850. And the Board of Trustees of the Internal Improvement Fund of the State of Florida on November 1903, A. D. 1897, as the said Board was then constituted.

And Whereas, the said lands hereinbefore described have recently been patented to the State of Florida,

NOW THEREFORE, THIS INDENTURE WITNESSETH

That the said Trustees of the Internal Improvement Fund of the State of Florida, hereinbefore designated as parties of the first part to this indenture, in consideration of the premises and in order to carry out the settlement heretofore made between the said John A. Henderson, as Agent of the State aforesaid and the Trustees of the Internal Improvement Fund of the State of Florida, on the 28th day of November A. D. 1897, hereinbefore referred to and pursuant to a resolution of said Trustees this day adopted and entered upon the minutes of the said Trustees, in consideration of a receipt in full to date executed by the said parties of the second part to the said Trustees for all claims and demands of whatsoever nature for kind which the estate or the heirs of the said John A. Henderson deceased may have against the said Trustees of the Internal Improvement Fund of the State of Florida on account of services performed by the said John A. Henderson, in his

($1.00) to the said parties of the first part in hand paid by the said parties of the second part, the receipt thereof is hereby acknowledged, the said parties of the first part have given, granted, bargained and sold, and by these presents do grant, bargain sell and convey, unto the said parties of the second part, their heirs and assigns, forever, the following described lands, to-wit:

All unsurveyed fractional SE 1/4 Section 32 and S 1/2 Section 33, T 40 S, R 32 E.

All unsurveyed Sections 3, 4, 5, 8, 9, 10, 15, 17, 21, 27, 28, 31, 32, 33 and 34 T 41 S, R 32 E.

All unsurveyed Sections 19, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32 and 33 , T 40 S, R 30 E.

All unsurveyed Sections 1, 11, 12, 13, 14, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 34, 35 and 36, T 40 S, R 32 E.

All unsurveyed Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 18, 15, 16, 17, 18, 19, 20, 21, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35, T 40 S, R 32 E.

All unsurveyed Sections 7, 13, 18, 17, 18, 19, 20, 21, 28, 29, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, T 40 S, R 30 E.

All unsurveyed Sections 19, 30, 31 and 32, T 40 S, R 34 E.

All unsurveyed Sections 1, 2, 3, 10, 11, 12, 13, 14, E 1/2 and E 1/2 of W 1/2 of Section 15, E 1/2 , E 1/2 of NW 1/4 of Section 22, All Sections 23, 24, 25, 26, E 1/2 of Section 27, NE 1/4 of Section 34, E 1/2 of Section 35 and E 1/2 of Section 36, T 43 S, R 31 E.

All unsurveyed Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, E 1/2 and NE 1/4 of Section 15, All Sections 17, 18, 24, 25 and 36, T 43 S. R 32 E.

All unsurveyed Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 18, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32., 33, 34, 35 and 36, T 43 S, R 33 E.

All unsurveyed Sections 7, 8, 9, 10, 15, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33. and 34 , T 43 S, R 34 E.

All unsurveyed Sections 1, 2, 3, 4, 5 and 6, T 44 S, R 33 E.

All unsurveyed Sections 3, 4, 5 and 6, T 44 S, R 34 E.

Containing an estimated area of 98,276.83, lying and being in the Counties of De Soto and Lee, in the State of Florida.

TO HAVE AND TO HOLD, the above granted and described premises unto the said parties of the second part their heirs and assigns forever.

SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, and their successors , the right at any time to enter upon the said lands and make or cause to be made and constructed thereon such canals, cuts, skuice-ways, dikes and other works as may, in the judgment of the said Trustees, or their successors, be necessary and needful for the drainage and reclamation of any of the lands granted to the State of Florida, by Act of Congress approved September 28th , 1850, and to take from the said lands hereby conveyed and to use such gravel, stone or earth as may, in the judgment of the said Trustees, or their successors, be necessary to use in the making and construction of said canals, cuts, skuice-ways, dikes and other works upon said lands for the purposes aforesaid.

sell and convey, unto the said parties of the second part, their heirs and assigns, forever, the following described lands, to-wit

All unsurveyed fractional NE 1/4 Section 32 and E 1/2 Section 33, T 40 S, R 32 E.

All unsurveyed Sections 3, 4, 5, 8, 9, 10, 15, 17, 21, 27, 28, 31, 32, 33 and 34 T 41 S, R 32 E.

All unsurveyed Sections 19, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32 and 33 , T 42 S, R 30 E.

All unsurveyed Sections 1, 11, 12, 13, 14, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 34, 35 and 36, T 42 S, R 31 E.

All unsurveyed Sections 2, 3, 4, 5, 6, 7, 8, 9, 20, 21, 16, 15, 14, 20, 17, 16, 19, 20, 21, 22, 23, 24, 25, 26, 30, 31, 32, 34, 35 and 36, T 42 S, R 32 E.

All unsurveyed Sections 7, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, T 42 S, R 33 E.

All unsurveyed Sections 19, 30, 31 and 32, T 42 S, R 34 E.

All unsurveyed Sections 1, 2, 3, 10, 11, 12, 13, 14, E 1/2 and E 1/2 of W 1/2 of Section 15, E 1/2 , E 1/2 of NW 1/4 of Section 22, All Sections 23, 24, 25, 26, E 1/2 of Sec. 27, NE 1/4 of Section 34, N 1/2 of Section 35 and N 1/2 of Section 36, T 43 S, R 31 E.

All unsurveyed Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, N 1/2 and SE 1/4 of Section 15, All Sections 17, 18, 24, 25 and 36, T 43 S. R 32 E.

All unsurveyed Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32.. 33, 34, 35 and 36, T 43 S, R 33 E.

All unsurveyed Sections 7, 8, 9, 10, 15, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33. and 34 , T 43 S, R 34 E.

All unsurveyed Sections 1, 2, 3, 4, 5 and 6, T 44 S, R 33 E.

All unsurveyed Sections 3, 4, 5 and 6, T 44 S, R 34 E.

Containing an estimated area of 98,276.85, lying and being in the Counties of Dade and Lee, in the State of Florida.

TO HAVE AND TO HOLD, the above granted and described premises unto the said parties of the second part their heirs and assigns forever.

SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, and their successors , the right at any time to enter upon the said lands and make or cause to be made and constructed thereon such canals, ditches, sluice-ways, dikes and other works as may, in the judgment of the said Trustees, or their successors, be necessary and needful for the drainage and reclamation of any of the lands granted to the State of Florida, by Act of Congress approved September 28th , 1850, and to take from the said lands hereby conveyed and to use such gravel, stone or earth as may, in the judgment of the said Trustees, or their successors, be necessary to use in the making and construction of said canals, cuts, sluice-ways, dikes and other works upon said lands for the purposes aforesaid.

IN TESTIMONY WHEREOF , The said trustees have hereunto subscribed their names and affixed their seals, and have caused the seal of THE DEPARTMENT OF AGRICULTURE

OF THE STATE OF FLORIDA" to be hereunto affixed, at the Capitol in the City of Tallahassee, on this the 19th day of December A. D. Nineteen hundred and four.

W. S. Jennings (SEAL)
Governor.

A. C. Croom (SEAL)
Comptroller.

William V. Knott (SEAL)
Treasurer.

(SEAL) W. H. Ellis (SEAL)
Attorney-General.

H. H. Raiford (SEAL)
Commissioner of Agriculture.

A true copy of the original filed April 4, 1905.

W. D. Barnes
Clerk of Co.

#5117.

Turpentine Lease.

STATE OF FLORIDA,

COUNTY OF DE SOTO.

THIS INDENTURE, Made this 7th day of March 1905 Between W. P. [illegible] Maggie Bowing his wife of the County of De Soto and State of Florida of the first part, and Bird & Carlton of the County of De Soto and State of Florida of the second part, WITNESSETH, that the said parties of the first part, for and in consideration of the sum of One Dollar, to them in hand paid at or before the sealing and delivery of these presents, the receipt thereof is hereby acknowledged, both granted, bargained, leased and conveyed, and doth by these presents, grant, bargain, lease and convey unto the said parties of the second part, their heirs and assigns, at the rate of One dollar all of the timber upon the following described tract of land for the purpose of boxing, working and otherwise using said timber for the turpentine purposes;

South East quarter of South west quarter of Section Eighteen Township 39 Range 24 East-

It being hereby Agreed & understood that parties of the first part reserve the right to fence and cultivate said land & use same for [illegible] purposes as they see fit.

TO HAVE AND TO HOLD, box, work and otherwise use said timber for turpentine purposes unto the said parties of the second part, their heirs and assigns. And it is hereby expressly covenanted and agreed that the said parties of the second part may commence boxing, working or otherwise using the said timber for turpentine purposes, or any portion thereof, at any time that the said parties of the second part may desire and shall have the right to continue to box, work, or otherwise use the said timber, and every portion thereof, for the full term of three years beginning, with reference to each portion of the timber, from the time only that the boxing and working of each portion is commenced, it being the intention of the parties that this lease shall continue to operate until all of the timber and cork and every part thereof, has been boxed, worked and otherwise used for turpentine purposes for the full period of three years. And it is hereby

DS # 28

RIGHTS IN RESERVATIONS
RIGHT - OF - WAY AND
MAINTENANCE SPOIL AREAS

# 2 6 4 6 9

STATE OF FLORIDA

OFFICE OF THE

ATTORNEY GENERAL

TALLAHASSEE

( Office Chief of Engineers
Jul 17, 1940
( 6500 (Caloosahatchee River-
Lake Okeechobee Canal)
116/1

May 28, 1940

George Couper Gibbs
Attorney General
ASSIGNMENT OF EASEMENT RESERVED BY T. I. I. F. R/W

Honorable Fred C. Elliot
Secretary, Trustees Internal
Improvement Fund of Florida
C a p i t o l

Dear Mr. Elliot:

I have examined the proposed instrument attached hereto, dated the 20th day of April, 1940, to be executed by the Trustees of the Internal Improvement Fund of the State of Florida, as parties of the first part, to the United States of America, party of the second part, covering the following Described lands in Glades County, Florida, to-wit:

Parcels: --- AAX(*), AF, AG, BAA, BBA, AGB, BA, BB, CA, CC, CE, CH, CR, CS, CV, CW, CZ, CAA, CAB, CAC, CAD, CAE, CB, CD, CF, CG, CL, CQ, CT, CU, CX, CY, DA, FG, FH, FI, FJ, FK, FL, FM, FN, UB, E, FA, FB, FCX, FDX, FE, FF, 9, 10, 11, 12, LB, LC, LD, LF, LH, LI, LK, M, MA, NB, NC, OA, 13, PA, PB, PD, 14, QA, QB, QC, QD, R, SBX, SCX, TE, TF, TG, TH, 15, UB, UC, 16, 17, VB, 18, XA, XB, 7A, 4-BSX (*), 4-AS (*), 1-BT (*) 1-AT(*), TA(*), SAX (*), STXX(*), 2-TAX(*), TB (*) TC(*) TD, 2-TBXX (*), STXX(*), 1-CT(*), 4-CSB, 4-CSAX (*), AE, AGA, BAB, 5, 7, 8, ALSO:

D. O. Index No 3700
D. O. Index No 3705
D. O. Index No 3707-58 incl.
D. O. Index No 3762-92 Incl.
D. O. Index No 3794-3819 incl.
D. O. Index No 3815A-3819A

Parcels: --- BAS, CCS, CES, CHS, CRS, CSS, CVS, GWS, GZS, CAAS, CABSW CAWS, CADS, CAES, ES, EBS, ECS, FAS, FBS, FCXS, FDXS, FES, FFS, 7-AGSA, 7-AGS

D. O. INDEX No 3825 - 7 incl.
D. O. INDEX NO 3829 - 50 incl.

as shown by Plat Book No. 2, page 89, of the public Records of Glades County, Florida.

(*) Lands required in fee simple for lock sites.

I have also examined the certificate attached thereto, dated the 1st day of May, A. D. 1940, of the Honorable Nathan Mayo, as Commissioner of Agriculture of the State of Florida, from which it appears that the title to said parcels of land was originally owned and held by the Trustees of the Internal Improvement Fund of the State of Florida, and have from time to time been conveyed by said Trustees to various persons, the said Turstees of the Internal Improvement Fund having in such conveyances reserved the right at any time to enter upon said lands and to make or cause to be made and constructed thereon such canals, cuts, sluice-ways, dikes, and other works as might in the judgment of said Trustees or their successors be necessary to use in the making and construction of canals, cuts, sluice-ways, dikes, and other works upon the same.

It is therefore my opinion that the said proposed instrument upon its execution and delivery, will constitute a valid and binding conveyance of a right-of-way or easement in perpetuity, in, over, and upon the said parcels of land for the purposes in said instrment specified.

Yours very truly,

George Couper Gibbs

GEORGE COUPER GIBBS
Attorney General

HEC/ed

Continued on next page

AA1470

# 2 6 4 6 9 Continued.

I, Nathan Mayo, Commissioner of Agriculture of the State of Florida, Hereby Certify that, as such officer, I am the legal custodian of the records of deeds and papers pertaining to the public lands of said State and of all patents and approved lists issued by the United States of America to the State of Florida of all lands granted to the State under the several Acts of Congress; and

Pursuant to Section 2724 of the Revised General Statutes of Florida, I Further Certify that Parcels:

AAX, AF. AG. BAA, BBA, AGB, BA, BB, CA, CC, CE, CH, CR, CS, CV, CW, CZ, CAA, CAB, CAC, CAD, CAE, CB, CD, CF, CG, CL, CQ, CT, CU, CX, CY, DA, FC, FE, FI, FJ, FK, FL, FM, FN, DB, E, FA, FB, FCX, FDX, FE, FF, 9, 10, 11, 12, LB, LC, LD, LF, LH, LI, LK, M, NA, NB, NC, OA, PA, PB, PD, 14, QA, QB, QC, QD, R, SBX, SCX, TE, TF, TG, TH, 15, UA, UC, 16, 17, VB, 18, XA, XB, 7A, 4-BSX, 4-AS, 1-BT, 1-AT, TA, SAX, STXX, 2-TAX, TB, TC, TD, 2-TEXX, STXX, 1-CT, 4-CSX, 4-CSAX, AE, AGA, BAB, 3, 7, 8;

ALSO:

Parcels:
BAS, CCS, CES, CHS, CRS, CSS, CVS, CWS, CZS, CAAS, CABS, CACS, CADS, CAES, ES, EBS, ECS, FAS, FBS, FCXS, FDXS, FES, FFS, 7-AGSA, 7-AGS, GLADES COUNTY, FLORIDA,

were originally held by the Trustees of the Internal Improvement Fund of the State of Florida and have from time to time been conveyed by said Trustees to various and sundry persons and that the said Trustees in making such conveyances reserved the right at any time to enter upon said lands and to make or cause to be made and constructed thereon such canals, cuts, sluiceways, dikes and other works as might in the judgment of the said Trustees, or their successors, be necessary to use in the making and construction of said canals, cuts, sluiceways, dikes and other works upon said land for the purposes aforesaid; all of which is shown by the records on file in this office and in my custody as aforesaid.

IN TESTIMONY WHEREOF, I have hereunto set my hand, officially, and have caused to be affixed hereto the seal of the "DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA" at the Capitol, in the City of Tallahassee, on this the 1st., day of May, A. D. 1940.

Seal of the Department of Agriculture
of the State of Florida Affixed.

NATHAN MAYO

Commissioner of Agriculture
of the State of Florida

Rights in Reservations
R/W and M.S.A.

STATE OF FLORIDA )
:
COUNTY OF LEON )

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Chapter 610, Laws of Florida, Acts of 1855, is entitled "AN ACT to Provide for and Encourage a Liberal System of Internal Improvement in This State", and the said Act makes reference to "proper objects of internal improvement in relation to roads, canals, navigable streams", etc., and the lands hereinafter described being necessary in connection with canals; and navigable streams, the navigability of the same, the drainage and protection against flood afforded thereby; and

WHEREAS, the title to the lands hereinafter described was in the State of Florida and administered by the Trustees of the Internal Improvement Fund of the State of Florida, and the said Trustees from time to time having conveyed the said lands to various and sundry persons, the said Trustees having reserved the right at any time to enter upon said lands and to make or cause to be made and constructed thereon such canals, cuts, sluiceways, dikes and other works as might in the judgment of the said Trustees, or their successors, be necessary and needful for drainage and reclamation

To be continued on the next page.

DB Book 28

# 2 6 4 6 9 continued

of the land, and to take from the said land so conveyed and to use such gravel, stone or earth as might in the judgment of the said Trustees, or their successors, be necessary to use in the making and construction of said canals, cuts, sluiceways, dikes and other works upon said land for the purposes aforesaid; and

WHEREAS, the Congress of the United States in an act authorizing the construction, repair and preservation of certain public works on rivers and harbors approved July 3, 1930, made provision for the improvement of the Caloosahatchee River and Lake Okeechobee Drainage Areas, in accordance with the report submitted in Senate Document No. 115, 71st Congress, second session, subject to the condition, among others, that local interests shall without cost to the United States acquire the necessary right of ways and furnish suitable areas for the deposit of dredged material, and make the same available for use in connection with the work and its subsequent maintenance; and

WHEREAS, THOSE CERTAIN tracts or parcels of land, more particularly described as follows:

IN GLADES COUNTY, FLORIDA

Parcels: AAX, AF, AG, BAA, BBA, AGB, BA, BB, CA, CC, CE, CH, CR, CS, CV, CW, CZ, CAA, CAB, CAC, CAD, CAE, CB, CD, CF, CG, CL, CQ, CT, CU, CX, CY, DA, FG, FH, FI, FJ, FL, FM, FN, DB, E, FA, FB, FCX, FDX, FE, FF, 9, 10, 11, 12, LB, LC, LD, LF, LH, LI, LK, M, NA, NB, NC, OA, 13, PA, PB, PD, 14, QA, QB, QC, QD, R, SBX, SCX, TE, TF, TG, TH, 15, UA, UC, 16, 17, VB, 18, XA, XB, 7A; 4-BSX, 4-AS, 1-BT, 1-AT, TA, SAX, STYX, 2-TAX, TB, TC, TD, 2-TEXX, STXX, 1-CT, 4-CSX, 4-CSAX, AE, AGA, BAB, 3, 7, 8;

ALSO:

Parcels: BAS, CCS, CES, CHS, CRS, CSS, CVS, CWS, CZS, CAAS, CABS, CACS, CADS, CAES, ES, EBS, ECS, FAS, FBS, FCXS, FDXS, FES, FFS, 7-AGSA, 7-AGS:

* All as shown on filing plat entitled, Caloosahatchee River and Lake Okeechobee Drainage Areas Florida Map showing location of Rights of Way for Caloosahatchee River improvements in Glades County, filed May 17, 1939, in Glades County, Florida, and now of record in Plat Book 2, page 89, of the Public Records of Glades County, Florida: were conveyed by said Trustees, subject, however, to said reservations,

NOW, THEREFORE, In consideration of the benefit to accrue to the said land, of the added convenience from the use of said waterway, the enhanced value that will result therefrom, and for the public convenience and welfare, and in order to facilitate the United States of America, in the construction, maintenance and improvement of a waterway through or adjacent to said land, the said Trustees hereby grant, convey, assign and set over unto the United States of America, the right to exercise and appropriate the reservation hereinabove set forth so as to vest in the United States the perpetual right, power and authority to enter upon, occupy and use any or all of said land for right of way or for the deposit of material excavated in the construction, improvement and maintenance of said waterway, or any enlargement thereof.

The said Trustees, in so far as their interest may appear, hereby expressly and fully release the United States, its officers, agents, servants and contractors from liability for any and all damage done or caused to be done, and from any claim or demand whatsoever for injuries, relative or absolute, suffered by or done to the lands and premises hereinabove described by reason of the construction of said waterway and the deposit of such spoil or othe r material.

PROVIDED, that the right, privilege, power and authority hereinabove granted in the reservation herein described shall be in full force and effect in perpetuity from and after the date hereinafter set forth.

Continued on next page.

AA1470

# 2 6 4 6 9 Continued.

IN WITNESS WHEREOP, the Trustees of the Internal Improvement Fund of the State of Florida have hereunto set their hands and caused the seal of the Turstees of the Internal Improvement Fund of the State of Florida and the seal of the Department of Agriculture of the State of Florida to be hereunto affixed at the Capitol, in the city of Tallahassee, on this the 20th day of April, 1940.

FRED P. CONE (SEAL)
GOVERNOR

J. M. LEE (SEAL)
COMPTROLLER

W. V. KNOTT (SEAL)
TREASURER

Seal of the Trustees of the Internal Fund of the State of Florida Affixed.

GEORGE COUPER GIBBS (SEAL)
ATTORNEY GENERAL

Seal of the Department of Agriculture of the State of Florida Affixed.

NATHAN MAYO (SEAL)
COMMISSIONER OF AGRICULTURE.

AS AND COMPOSING THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA.

FILED in GLADES COUNTY, FLORIDA, on this the 29th day of July, A. D. 1940, and duly recorded.

D. S. WEEKS
Clerk Circuit Court
By J. W. Weeks D.C.

Verified. (FS)

#51956 O. R. Bk. 52, page 572

STATE OF FLORIDA

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

15898-C-1,
16526-A,
No. 17104-A

# QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the State of Florida Board of Trustees of the Internal Improvement Trust Fund, for and in consideration of the sum of $15.00 to it in hand paid, has remised, released and quitclaimed and by these presents does remise, release and quitclaim unto Lois H. Barron, her heirs,

and assigns, all of the right, title, interest, claim and demand arising out of the following reservations, to-wit:

"SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, and their successors, the right at any time to enter upon the said lands and make or cause to be made and constructed thereon such canals, cuts, sluice-ways, dikes and other works as may in the judgment of the said Trustees, or their successors, be necessary and needful for the drainage or reclamation of any of the lands granted to the State of Florida by Act of Congress approved September 28, 1850, and to take from the said lands hereby conveyed and to use such gravel, stone or earth as may, in the judgment of the said Trustees, or their successors, be necessary to use in the making and construction of said canals, cuts sluice-ways, dikes and other works upon said lands for the purposes aforesaid."

"AND FURTHER SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, the right to the exclusive possession, occupation, use and enjoyment of a strip of land running across the above described premises, one hundred and thirty feet on each side of the center line of any canal, cut, sluice-way or dike that may be made and constructed on said land by the said Trustees of the Internal Improvement Fund of the State of Florida, or their successors, for the purpose aforesaid and the exclusive right to take, use, sell, dispose of and enjoy any timber, earth, stone, rock or gravel lying in or upon said strip of land."

insofar as said reservations affect the following described lands lying and being in the county of Glades, Florida:

All of unsurveyed Sections 25, 26, 27, 28, 29, 30, 32, and 33, in Township 42 South, Range 30 East, and all unsurveyed Section 30, Township 42 South, Range 31 East, Section 25 and 36, Township 42 South, Range 29 East.

STATE OF FLORIDA
DOCUMENTARY
SUR TAX
$.55

STATE OF FLORIDA
COUNTY OF GLADES
No. 51956
This Instrument Filed and Recorded this 13th day of July 19 72 at 3:45PM in O R Bk # 52 Page # 572.
JAMES H. DILLEY, Clerk Circuit Court
Shirley B. Woodward D.C.

LEGAL DESCRIPTION APPROVED
AND
THIS INSTRUMENT WAS PREPARED BY
JAMES T. WILLIAMS
ELLIOT BUILDING
TALLAHASSEE, FLORIDA 32304

IN TESTIMONY WHEREOF, the legally designated agent of the State of Florida Board of Trustees of the Internal Improvement Trust Fund has hereunto subscribed his name and has caused the official seal of the State of Florida Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this the 9 day of December, A.D., 19 71.

(SEAL)
STATE OF FLORIDA BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
CREATED JANUARY 6 1855

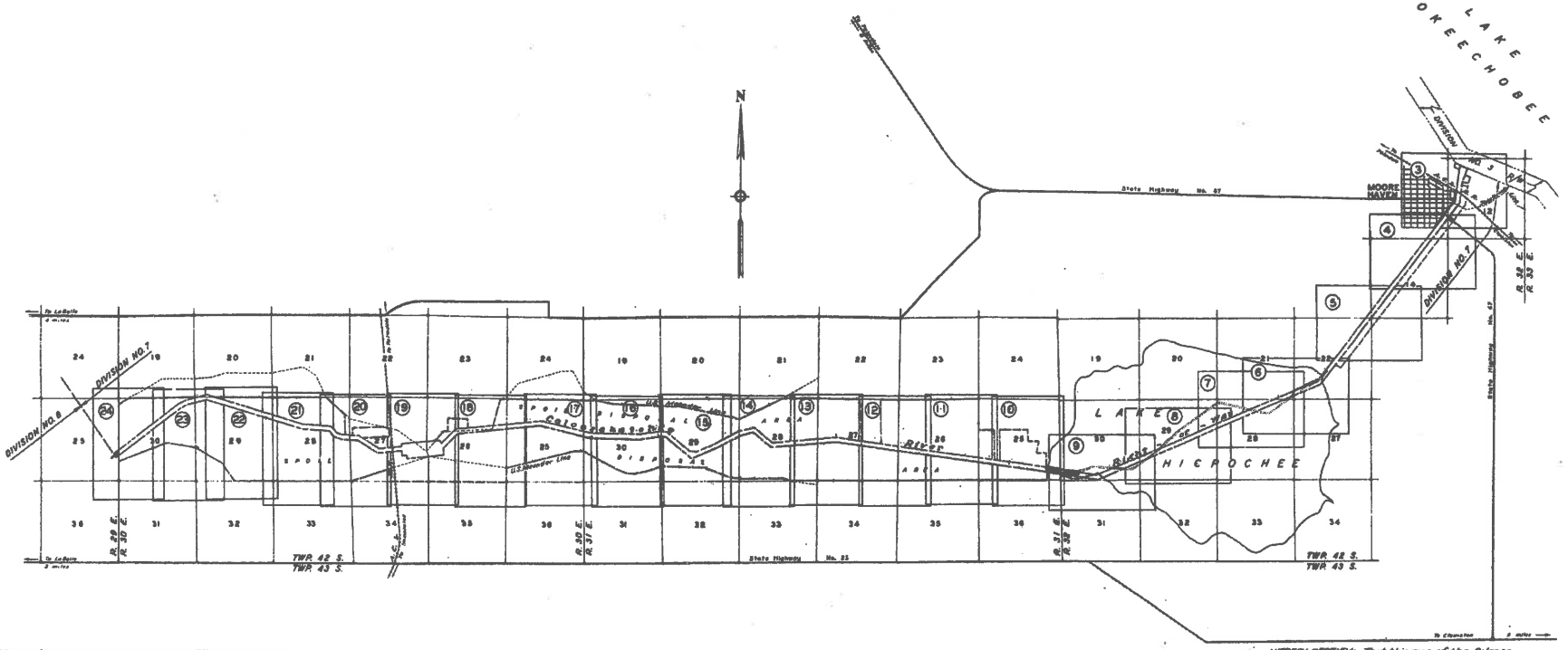
Form 201(7-66)

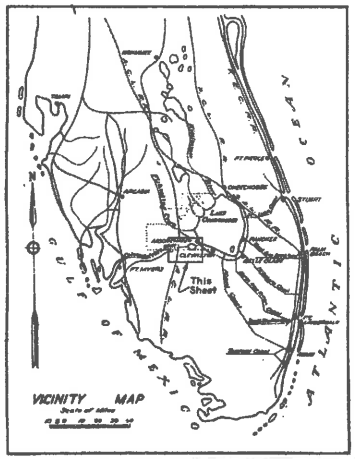
STATE OF FLORIDA BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

By Joel Kuperberg, Executive Director
Agent for the State of Florida Board of Trustees of the Internal Improvement Trust Fund and authorized to execute this instrument for and on its behalf pursuant to Florida Statutes 253.031 and by its resolution as recorded in its minutes of May 7, 1968.

WAR DEPARTMENT

CORPS OF ENGINEERS U.S. ARMY




KNOW ALL MEN BY THESE PRESENTS: That this index sheet is Sheet N° 1 of 24 sheets of a map showing the location and rights-of-way of improvements of the Caloosahatchee River by the United States under authority of the River and Harbor Act adopted by the Congress of the United States and approved by the President on July 3, 1930, adopting a project designated as Caloosahatchee River and Lake Okeechobee Drainage Areas, Florida. This sheet N°1 also contains all legal certificates and acknowledgements appertaining to said map in Glades County, Florida.

RECORD VERIFIED

I HEREBY CERTIFY: That this map is a true and correct representation of a survey of the Caloosahatchee River in Glades County, Florida, made by the Engineers of the Army of the United States during the years 1931 to 1936 inclusive; that the measurements shown hereon are correct, and that P.R.M.s have been established as shown hereon to the best of my knowledge and belief.

Colonel, Corps of Engineers, U.S. Army.
District Engineer, Jacksonville, Florida.

Note:
All bearings are based on a true meridian derived from U.S.C.& G. Survey triangulation network at triangulation station "Spoil" in the vicinity of Moore Haven.

I HEREBY CERTIFY: That this plat complies with the provision of "An Act to regulate the making of Surveys and Filing for Record of Maps and Plats in the State of Florida" approved by the Governor on the 11th day of June, 1925.

Clerk of Circuit Court of Glades County, Florida.

By _____ Deputy Clerk.

I HEREBY CERTIFY: That this map of the Caloosahatchee River and improvements in Glades County, Florida, was made under my direction, and is true and correct to the best of my knowledge and belief.

Senior Engineer,
United States Engineer Department.

APPROVED for record this _____ day of _____ 1939.

County Engineer of Glades County, Florida.

| BY | DATE | CHARACTER OF REVISIONS |
|---|---|---|
| | | |

# CALOOSAHATCHEE RIVER AND LAKE OKEECHOBEE DRAINAGE AREAS, FLORIDA.

MAP SHOWING LOCATION OF RIGHTS-OF-WAY FOR CALOOSAHATCHEE RIVER IMPROVEMENTS IN GLADES COUNTY, FLORIDA.

IN 24 SHEETS SCALE: 1" = 3000' SHEET NO. 1

U. S. ENGINEER OFFICE — JACKSONVILLE, FLORIDA, MAR. 1939.

SURVEYED BY: D.S.H.P.
TRACED BY: C.C.V.
CHECKED BY: A.H.S.

FILE NO. 305-12,170

TO ACCOMPANY SPECIFICATIONS DATED: NO.

WAR DEPARTMENT.

CORPS OF ENGINEERS, U. S. ARMY

## TABULATION OF RIGHTS-OF-WAY PARCELS AND PROCUREMENT DATA

| PARCEL | DIVISION | SECTION | TOWNSHIP | RANGE | ACREAGE | SHEET NO. | D.O.INDEX NO. | DATE | METHOD | PRICE PAID | PARTY OR PARTIES FROM WHOM ACQUIRED |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A-27 | 7 | 12 | 42 S | 33 E | 1.01 | 2 | 3700 | | | | |
| A-A | 7 | 12 | 42 S | 33 E | 0.24 | 2 | 3701 | | | | |
| AB | 7 | 12 | 42 S | 33 E | 12.21 | 2 | 3702 | | | | |
| AC | 7 | 12 | 42 S | 33 E | 0.98 | 2 | 3703 | | | | |
| AE | 7 | 12 | 42 S | 33 E | 0.99 | 2 | 3704 | | | | |
| AE | 7 | 12 | 42 S | 33 E | 0.07 | 2 | 3705 | | | | |
| AG 2 | 7 | 12 | 42 S | 33 E | 4.27 | 2 | 3706 | | | | |
| AF | 7 | 13 | 42 S | 33 E | 0.72 | 2 | 3707 | | | | |
| AI | 7 | 13 | 42 S | 33 E | 0.79 | 2 | 3708 | | | | |
| BAA | 7 | 11 | 42 S | 33 E | 6.18 | 3 | 3711 | | | | |
| BBH | 7 | 11 | 42 S | 33 E | 0.13 | 3 | 3709 | | | | |
| BAB | 7 | 11 | 42 S | 33 E | 0.83 | 3 | 3712 | | | | |
| AGA | 7 | 12 | 42 S | 33 E | 0.09 | 3 | 3710 | | | | |
| AGB | 7 | 12 | 42 S | 33 E | 0.55 | 3 | 3714 | | | | |
| BA | 7 | 11 | 42 S | 34 E | 15.58 | 4 | 3716 | | | | |
| BB | 7 | 11 | 42 S | 33 E | 1.72 | 3 | 3713 | | | | |
| BC | 7 | 12 | 42 S | 33 E | 0.34 | 4 | 3715 | | | | |
| CB | 7 | 14 | 42 S | 33 E | 0.23 | 4 | 3717 | | | | |
| CC | 7 | 14 | 42 S | 33 E | 0.52 | 4 | 3718 | | | | |
| CE | 7 | 14 | 42 S | 33 E | 0.25 | 4 | 3719 | | | | |
| CF | 7 | 14 | 42 S | 33 E | 2.80 | 4 | 3720 | | | | |
| CF | 7 | 14 | 42 S | 33 E | 0.89 | 4 | 3721 | | | | |
| CS | 7 | 14 | 42 S | 33 E | 0.38 | 4 | 3722 | | | | |
| CM | 7 | 14 | 42 S | 33 E | 0.93 | 4 | 3723 | | | | |
| CL | 7 | 14 | 42 S | 33 E | 0.23 | 4 | 3724 | | | | |
| CQ | 7 | 14 | 42 S | 33 E | 0.29 | 4 | 3725 | | | | |
| CR | 7 | 14 | 42 S | 33 E | 1.39 | 4 | 3726 | | | | |
| CS | 7 | 14 | 42 S | 33 E | 1.27 | 4 | 3727 | | | | |
| CT | 7 | 14 | 42 S | 33 E | 9.09 | 4 | 3728 | | | | |
| CU | 7 | 14 | 42 S | 33 E | 0.10 | 4 | 3729 | | | | |
| CV | 7 | 14 | 42 S | 33 E | 0.54 | 4 | 3730 | | | | |
| CW | 7 | 14 | 42 S | 33 E | 3.98 | 4 | 3731 | | | | |
| CX | 7 | 14 | 42 S | 33 E | 0.23 | 4 | 3732 | | | | |
| CY | 7 | 14 | 42 S | 33 E | 0.38 | 4 | 3733 | | | | |
| CZ | 7 | 14 | 42 S | 33 E | 4.38 | 5 | 3734 | | | | |
| CAA | 7 | 14 | 42 S | 33 E | 0.84 | 5 | 3735 | | | | |
| CAB | 7 | 14 | 42 S | 33 E | 1.24 | 5 | 3736 | | | | |
| CAC | 7 | 14 | 42 S | 33 E | 0.54 | 5 | 3737 | | | | |
| CAD | 7 | 14 | 42 S | 33 E | 2.43 | 5 | 3738 | | | | |
| CAE | 7 | 14 | 42 S | 33 E | 1.08 | 5 | 3739 | | | | |
| BD | 7 | 13 | 42 S | 33 E | 0.52 | 5 | 3740 | | | | |
| BB | 7 | 13 | 42 S | 33 E | 1.81 | 5 | 3741 | | | | |
| E | 7 | 23 | 42 S | 33 E | 0.0099 | 5 | 3742 | | | | |
| FA | 7 | 22 | 42 S | 33 E | 2.82 | 5 | 3743 | | | | |
| FA | 7 | 22 | 42 S | 33 E | 0.38 | 5 | 3730 | | | | |
| FB | 7 | 22 | 42 S | 33 E | 5.62 | 5 | 3740 | | | | |
| FH | 7 | 21 | 42 S | 33 E | 0.28 | 5 | 3731 | | | | |
| FCG | 7 | 15 | 42 S | 33 E | 0.19 | 5 | 3745 | | | | |
| F1 | 7 | 19 | 42 S | 33 E | 0.39 | 5 | 3732 | | | | |
| F2 | 7 | 22 | 42 S | 33 E | 0.92 | 5 | 3733 | | | | |
| FB | 7 | 22 | 42 S | 34 E | 0.26 | 5 | 3734 | | | | |
| FBE | 7 | 22 | 42 S | 33 E | 10.13 | 5 | 3748 | | | | |
| FL | 7 | 22 | 42 S | 33 E | 0.76 | 5 | 3735 | | | | |
| FM | 7 | 22 | 42 S | 33 E | 0.38 | 5 | 3736 | | | | |
| FM | 7 | 22 | 42 S | 33 E | 0.33 | 5 | 3737 | | | | |
| FE | 7 | 22 | 42 S | 33 E | 1.87 | 5 | 3746 | | | | |
| FF | 7 | 22 | 42 S | 33 E | 0.84 | 5 | 3747 | | | | |
| HG 2 | 7 | 20 | 42 S | 33 E | 84.06 | 6 | 3738 | | | | |
| HG.C | 7 | 21 | 42 S | 33 E | 7.37 | 6 | 3750 | | | | |
| HG.5 | 7 | 28 | 42 S | 33 E | 21.50 | 7 | 3760 | | | | |
| HG.6 | 7 | 28 | 42 S | 33 E | 35.37 | 6 | 3761 | | | | |
| HG.7 | 7 | 30 | 42 S | 34 E | 26.78 | 8 | 3762 | | | | |
| HG.8 | 7 | 25 | 42 S | 33 E | 9.20 | 10 | 3763 | | | | |
| LA | 7 | 25 | 42 S | 31 E | 5.84 | 10 | 3764 | | | | |
| LC | 7 | 23 | 42 S | 31 E | 7.80 | 10 | 3765 | | | | |
| LB | 7 | 23 | 42 S | 31 E | 0.50 | 10 | 3766 | | | | |
| HG.9 | 7 | 25 | 42 S | 31 E | 1.23 | 10 | 3768 | | | | |
| HG.10 | 7 | 25 | 42 S | 31 E | 9.87 | 10 | 3769 | | | | |
| LH | 7 | 25 | 42 S | 31 E | 0.61 | 10 | 3772 | | | | |
| LI | 7 | 25 | 42 S | 31 E | 0.31 | 10 | 3773 | | | | |
| HG.11 | 7 | 25 | 42 S | 31 E | 0.31 | 10 | 3770 | | | | |
| LH | 7 | 25 | 42 S | 31 E | 0.81 | 10 | 3774 | | | | |
| LC | 7 | 25 | 42 S | 31 E | 19.97 | 10 & 11 | 3767 | | | | |
| HG.12 | 7 | 26 | 42 S | 31 E | 1.43 | 11 | 3771 | | | | |
| H | 7 | 26 | 42 S | 31 E | 352.28 | 11 & 12 | 3777 | | | | |
| HB | 7 | 27 | 42 S | 31 E | 1.60 | 11 | 3777 | | | | |
| HC | 7 | 27 | 42 S | 31 E | 3.41 | 12 | 3778 | | | | |
| HA | 7 | 27 | 42 S | 31 E | 211.18 | 12 & 13 | 3776 | | | | |
| OA | 7 | 28 | 42 S | 31 E | 34.01 | 13 & 14 | 3775 | | | | |
| HG.13 | 7 | 28 | 42 S | 31 E | 1.15 | 14 | 3780 | | | | |
| FA | 7 | 28 | 42 S | 31 E | 1.77 | 14 | 3781 | | | | |
| FB | 7 | 28 | 42 S | 31 E | 84.43 | 14 & 15 | 3786 | | | | |
| HG.14 | 7 | 28 | 42 S | 31 E | 14.88 | 15 | 3782 | | | | |
| FC | 7 | 28 | 42 S | 31 E | 3.88 | 15 | 3784 | | | | |
| EA | 7 | 28 | 42 S | 31 E | 0.27 | 15 | 3783 | | | | |
| EB | 7 | 28 | 42 S | 31 E | 2.13 | 15 | 3785 | | | | |
| GC | 7 | 30 | 42 S | 31 E | 1.91 | 16 | 3787 | | | | |
| GD | 7 | 30 | 42 S | 31 E | 24.33 | 15 & 17 | 3788 | | | | |
| B | 7 | 34 | 42 S | 30 E | 37.20 | 17 & 18 | 3789 | | | | |
| BB2 | 7 | 26 | 42 S | 30 E | 6.63 | 18 | 3791 | | | | |
| BC2 | 7 | 26 | 42 S | 30 E | 1.84 | 18 | 3786 | | | | |
| BAB | 7 | 26 | 42 S | 30 E | 69.83 | 18 & 19 | 3790 | | | | |
| 4-CSAB | 7 | 25 | 42 S | 30 E | 8.07 | 19 | 3811-A | | | | |
| 4-CSB | 7 | 29 | 42 S | 30 E | 0.83 | 19 | 3813 | | | | |
| 4-AB | 7 | 24 | 42 S | 30 E | 1.37 | 19 | 3814 | | | | |
| BE2 | 7 | 26 | 42 S | 30 E | 1.73 | 19 | 3792 | | | | |
| 4-ABA | 7 | 24 | 42 S | 30 E | 0.25 | 19 | 3816 | | | | |
| 3772 | 7 | 26 & 23 | 42 S | 30 E | 2.64 | 19 | 3818 | | | | |
| 3772 | 7 | 26 & 27 | 42 S | 30 E | 84.90 | 19 | 3817 | | | | |
| 1-B2 | 7 | 27 | 42 S | 30 E | 0.84 | 19 | 3818 | | | | |
| F3 | 7 | 27 | 42 S | 30 E | 3.83 | 19 | 3784 | | | | |
| 1-A2 | 7 | 27 | 42 S | 30 E | 1.38 | 19 | 3812 | | | | |
| 1-C2 | 7 | 27 | 42 S | 30 E | 0.83 | 19 | 3815 | | | | |
| I.C. | 7 | 27 | 42 S | 30 E | 1.19 | 19 | 3783 | | | | |
| F3 | 7 | 27 | 42 S | 30 E | 0.88 | 19 | 3810 | | | | |
| 2-1A2 | 7 | 27 | 42 S | 30 E | 0.11 | 19 | 3810-A | | | | |
| 2-1BBB | 7 | 27 | 42 S | 30 E | 2.35 | 19 | 3811-A | | | | |
| F2 | 7 | 27 | 42 S | 30 E | 6.10 | 19 | 3798 | | | | |
| F2 | 7 | 27 | 42 S | 30 E | 0.30 | 19 | 3787 | | | | |
| F2 | 7 | 27 | 42 S | 30 E | 0.84 | 19 | 3798 | | | | |
| FB | 7 | 27 | 42 S | 30 E | 19.58 | 19 & 20 | 3790 | | | | |
| HG.13 | 7 | 27 | 42 S | 30 E | 1.89 | 20 | 3801 | | | | |
| FB | 7 | 27 | 42 S | 30 E | 0.42 | 20 | 3800 | | | | |
| GA | 7 | 33 | 42 S | 30 E | 1.23 | 20 | 3803 | | | | |
| GC | 7 | 28 | 42 S | 30 E | 10.58 | 20 & 21 | 3804 | | | | |
| HG.16 | 7 | 28 | 42 S | 30 E | 16.47 | 20 & 21 | 3680 | | | | |
| HG.17 | 7 | 22 | 42 S | 30 E | 24.71 | 21 & 22 | 3693 | | | | |
| FB | 7 | 22 | 42 S | 30 E | 10.76 | 22 & 23 | 3807 | | | | |
| HG.18 | 7 | 22 | 42 S | 30 E | 2.87 | 23 | 3798 | | | | |
| EA | 7 | 20 | 42 S | 30 E | 30.61 | 23 & 24 | 3808 | | | | |
| JA | 7 | 20 | 42 S | 30 E | 15.63 | 23 & 24 | 3805 | | | | |
| F-2 | 7 | 23 | 42 S | 29 E | 0.27 | 24 | 3747 | | | | |

## TABULATION OF SPOIL AREA PARCELS AND PROCUREMENT DATA

| PARCEL | DIVISION | SECTION | TOWNSHIP | RANGE | ACREAGE | SHEET NO. | D.O.INDEX NO. | DATE | METHOD | PRICE PAID | PARTY OR PARTIES FROM WHOM ACQUIRED |
|---|---|---|---|---|---|---|---|---|---|---|---|
| F-1-A | 7 | 18 | 42 S | 32 E | 6.18 | 2 | 3800 | | | | |
| F-ABB-2 | 7 | 18 | 42 S | 32 E | 3.59 | 2 | 3832 | | | | |
| F-2-A | 7 | 21 & 28 | 42 S | 31 E | 16.88 | 2 | 3830 | | | | |
| F-1-A | 7 | 18 | 42 S | 32 E | 1.85 | 2 | 3804 | | | | |
| F-ABB-1 | 7 | 18 | 42 S | 32 E | 3.98 | 2 | 3831 | | | | |
| F-1-B | 7 | 18 | 42 S | 32 E | 9.86 | 3 | 3833 | | | | |
| F-ABA | 7 | 18 | 42 S | 32 E | 2.98 | 3 | 3838 | | | | |
| BAA | 7 | 11 | 42 S | 33 E | 11.30 | 4 | 3827 | | | | |
| CAA | 7 | 14 | 42 S | 33 E | 3.91 | 4 | 3826 | | | | |
| CCA | 7 | 14 | 42 S | 33 E | 3.91 | 4 | 3829 | | | | |
| CCB | 7 | 14 | 42 S | 33 E | 1.83 | 4 | 3830 | | | | |
| CAD | 7 | 14 | 42 S | 33 E | 3.91 | 4 | 3831 | | | | |
| CAE | 7 | 14 | 42 S | 33 E | 1.88 | 4 | 3832 | | | | |
| CCC | 7 | 14 | 42 S | 33 E | 1.96 | 4 | 3833 | | | | |
| CCA | 7 | 18 | 42 S | 33 E | 3.91 | 4 | 3834 | | | | |
| CBB | 7 | 14 | 42 S | 33 E | 3.91 | 4 | 3835 | | | | |
| CCB | 7 | 18 | 42 S | 33 E | 3.91 | 4 | 3836 | | | | |
| CAAB | 7 | 18 | 42 S | 33 E | 3.91 | 5 | 3837 | | | | |
| CABB | 7 | 18 | 42 S | 33 E | 3.91 | 5 | 3839 | | | | |
| CACC | 7 | 18 | 42 S | 33 E | 3.91 | 5 | 3835 | | | | |
| CABB | 7 | 18 | 42 S | 33 E | 3.91 | 5 | 3840 | | | | |
| CABA | 7 | 18 | 42 S | 33 E | 3.91 | 5 | 3841 | | | | |
| AA | 7 | 23 | 42 S | 33 E | 3.91 | 5 | 3828 | | | | |
| CBA | 7 | 23 | 42 S | 33 E | 1.83 | 5 | 3842 | | | | |
| BCB | 7 | 23 | 42 S | 33 E | 0.94 | 5 | 3838 | | | | |
| FAB | 7 | 23 | 42 S | 33 E | 0.60 | 5 | 3843 | | | | |
| FBA | 7 | 22 | 42 S | 33 E | 1.88 | 5 | 3844 | | | | |
| FCF1 | 7 | 22 | 42 S | 33 E | 0.38 | 5 | 3829 | | | | |
| FBAB | 7 | 22 | 42 S | 33 E | 18.88 | 5 | 3827 | | | | |
| FCB | 7 | 21 | 42 S | 33 E | 1.86 | 5 | 3848 | | | | |
| FFA | 7 | 22 | 42 S | 33 E | 3.38 | 6 | 3828 | | | | |
| 1-BA-1 | 7 | 22 | 42 S | 32 E | 11.88 | 18 | | | | | |
| 1-BA-3 | 7 | 23 | 42 S | 32 E | 68.33 | 10 | | | | | |
| 1-BA-4 | 7 | 24 | 42 S | 32 E | 12.13 | 10 | 3881 | | | | |
| 1-BA-1 | 7 | 18 | 43 S | 32 E | 12.88 | 11 | | | | | |
| 2-BA | 7 | 28 | 42 S | 31 E | 11.15 | 10 | 3882 | | | | |
| 2-BA-1 | 7 | 28 | 42 S | 31 E | 14.49 | 10 | | | | | |
| 2-BA-2 | 7 | 33 | 42 S | 31 E | 12.75 | 10 | | | | | |
| 2-BA-3 | 7 | 34 | 42 S | 31 E | 12.13 | 10 | 3883 | | | | |
| 2-BA-3 | 7 | 34 | 42 S | 31 E | 2.38 | 10 | | | | | |
| 2-BA-4 | 7 | 33 | 42 S | 31 E | 78.33 | 10 & 11 | | | | | |
| 2-BA | 7 | 33 | 42 S | 31 E | 12.81 | 10 | 3884 | | | | |
| 2-BA | 7 | 28 | 42 S | 31 E | 5.87 | 10 | 3885 | | | | |
| 2-BA | 7 | 28 | 42 S | 31 E | 3.82 | 10 | 3887 | | | | |
| 2-BA | 7 | 28 | 42 S | 31 E | 83.32 | 11 | 3838 | | | | |
| 2-BA-1 | 7 | 28 | 42 S | 31 E | 121.82 | 11 & 12 | 3838 | | | | |
| 2-BA-2 | 7 | 28 | 42 S | 31 E | 189.84 | 11 & 12 | | | | | |
| 10-BA | 7 | 27 | 42 S | 31 E | 48.88 | 12 | 3889 | | | | |
| 2-BA-1 | 7 | 27 | 42 S | 31 E | 40.88 | 12 | | | | | |
| 2-BA-2 | 7 | 27 | 42 S | 31 E | 288.48 | 12 & 13 | 3839 | | | | |
| 2-BA-3 | 7 | 27 | 42 S | 31 E | 178.12 | 13 | | | | | |
| 17-BA-1 | 7 | 22 | 42 S | 31 E | 121.13 | 13 & 14 | | | | | |
| 11-BA-2 | 7 | 28 | 42 S | 31 E | 288.12 | 13 & 12 | 3881 | | | | |
| 11-BA-3 | 7 | 28 | 42 S | 31 E | 13.81 | 14 | | | | | |
| 12-BA | 7 | 29 | 42 S | 31 E | 1.98 | 11 | 3888 | | | | |
| 12-BA | 7 | 29 | 42 S | 31 E | 12.33 | 12 | 3882 | | | | |
| 10-BA | 7 | 29 | 42 S | 31 E | 183.19 | 12 & 13 | 3886 | | | | |
| 10-BA | 7 | 29 | 42 S | 31 E | 898.88 | 13 | 3886 | | | | |
| 10-BA | 7 | 29 | 42 S | 31 E | 88.81 | 13 | 3888 | | | | |
| 17-BA | 7 | 30 | 42 S | 31 E | 83.82 | 13 | 3887 | | | | |
| 13-BA | 7 | 30 | 42 S | 31 E | 14.38 | 13 | 3888 | | | | |
| 10-BA | 7 | 30 | 42 S | 31 E | 27.87 | 13 | 3870 | | | | |
| 10-BA-2 | 7 | 30 | 42 S | 31 E | 13.81 | 13 | | | | | |
| 10-BA-4 | 7 | 30 | 42 S | 31 E | 188.11 | 16 | | | | | |
| 10-BA-1 | 7 | 30 | 42 S | 31 E | 148.32 | 16 & 17 | 3869 | | | | |
| 10-BA-2 | 7 | 30 | 42 S | 31 E | 77.11 | 16 & 17 | | | | | |
| 21-BA-1 | 7 | 25 | 42 S | 30 E | 188.53 | 17 & 18 | 3871 | | | | |
| 21-BA-2 | 7 | 25 | 42 S | 30 E | 821.83 | 17 & 18 | | | | | |
| 22-BA-1 | 7 | 26 | 42 S | 30 E | 38.55 | 18 | | | | | |
| 22-BA-1 | 7 | 26 | 42 S | 30 E | 684.00 | 18 & 19 | 3872 | | | | |
| 22-BA-2 | 7 | 26 | 42 S | 30 E | 8.84 | 19 | | | | | |
| 23-BA | 7 | 28 | 42 S | 30 E | 88.72 | 18 & 19 | 3873 | | | | |
| 23-BA | 7 | 26 | 42 S | 30 E | 183.88 | 18 & 19 | 3893 | | | | |
| 23-BA-1 | 7 | 27 | 42 S | 30 E | 7.98 | 19 | 3875 | | | | |
| 23-BA-2 | 7 | 27 | 42 S | 30 E | 84.38 | 19 | | | | | |
| 24-BA-1 | 7 | 27 | 42 S | 30 E | 30.98 | 19 | | | | | |
| 24-BA-1 | 7 | 27 | 42 S | 30 E | 120.98 | 19 & 20 | 3874 | | | | |
| 24-BA-2 | 7 | 27 | 42 S | 30 E | 18.88 | 20 | | | | | |
| 20-BA | 7 | 27 | 42 S | 30 E | 28.87 | 20 | 3876 | | | | |
| 27-BA | 7 | 28 | 42 S | 30 E | 185.13 | 20 & 21 | 3877 | | | | |
| 28-BA | 7 | 28 | 42 S | 30 E | 658.27 | 20 & 21 | 3878 | | | | |
| 28-BA-1 | 7 | 28 | 42 S | 30 E | 30.83 | 28 | 3879 | | | | |
| 28-BA-2 | 7 | 28 | 42 S | 30 E | 0.04 | 23 | | | | | |
| 30-BA | 7 | 29 | 42 S | 30 E | 308.83 | 22 & 23 | 3880 | | | | |
| 31-BA | 7 | 30 | 42 S | 30 E | 187.85 | 23 & 24 | 3891 | | | | |
| 30-BA | 7 | 30 | 42 S | 30 E | 178.72 | 23 & 24 | 3892 | | | | |

RECORD VERIFIED

FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF GLADES COUNTY, FLORIDA

_____ 19__

AT _____ O'CLOCK _____ M.

AND RECORDED IN BOOK _____

RECORD OF _____

ON PAGE 89-2

_____

CLERK CIRCUIT COURT

BY _____ D. C.

# CALOOSAHATCHEE RIVER AND LAKE OKEECHOBEE DRAINAGE AREAS, FLORIDA.

MAP SHOWING LOCATION OF RIGHTS-OF-WAY FOR CALOOSAHATCHEE RIVER IMPROVEMENTS IN GLADES COUNTY, FLORIDA.

IN 24 SHEETS

SHEET NO. 2

U. S. ENGINEER OFFICE — JACKSONVILLE, FLORIDA, MAR 1939.

SUBMITTED: Grover Rees, ASSISTANT ENGINEER

RECOMMENDED FOR APPROVAL: Chauncey Adams, SENIOR ENGINEER

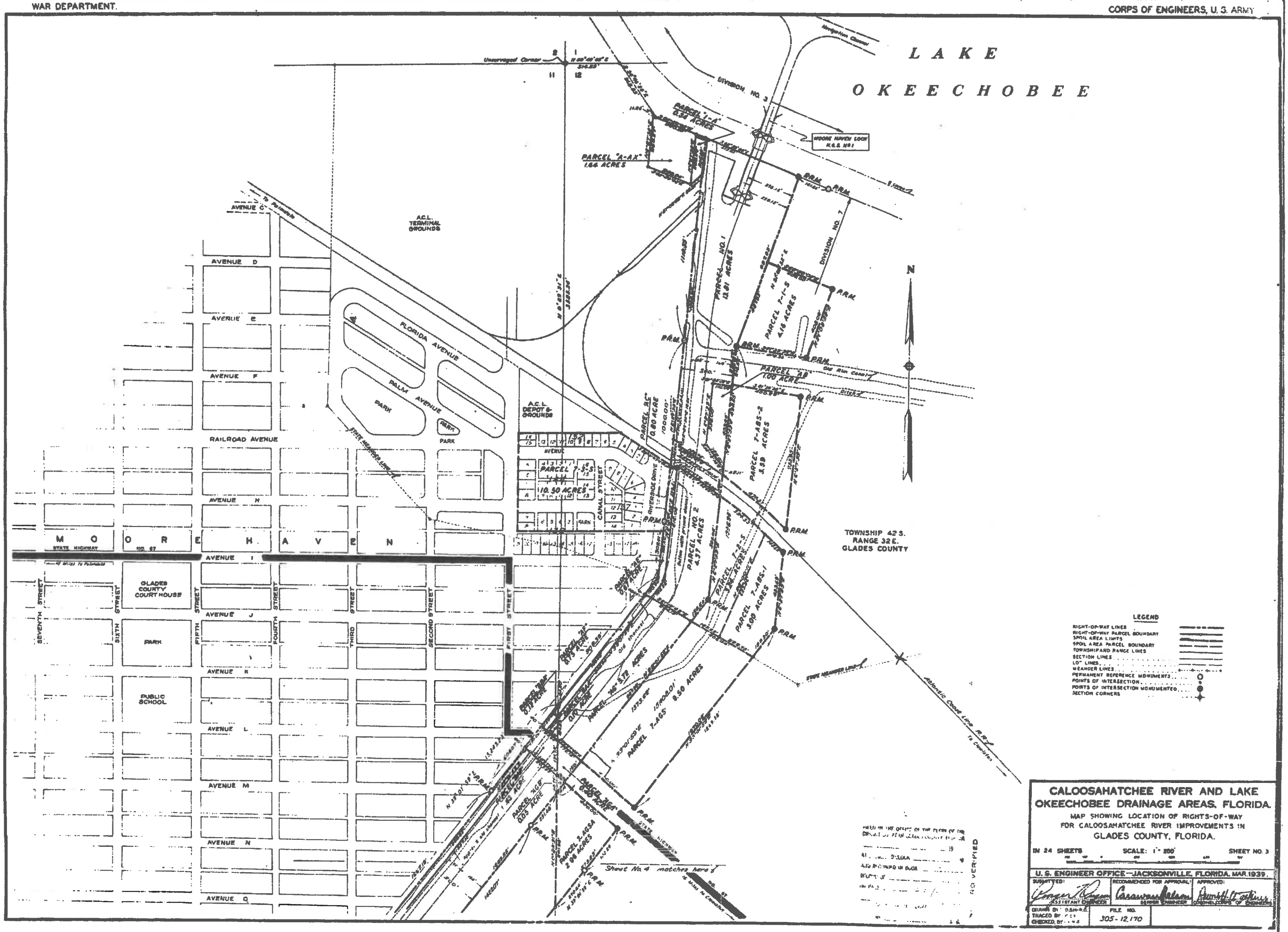
APPROVED: Russell Wallace, DISTRICT ENGINEER

DRAWN BY: K.C.
TRACED BY: K.C.
CHECKED BY: A.M.D

FILE NO. 305-12.170

WAR DEPARTMENT.

CORPS OF ENGINEERS, U.S. ARMY




CALOOSAHATCHEE RIVER AND LAKE OKEECHOBEE DRAINAGE AREAS, FLORIDA.

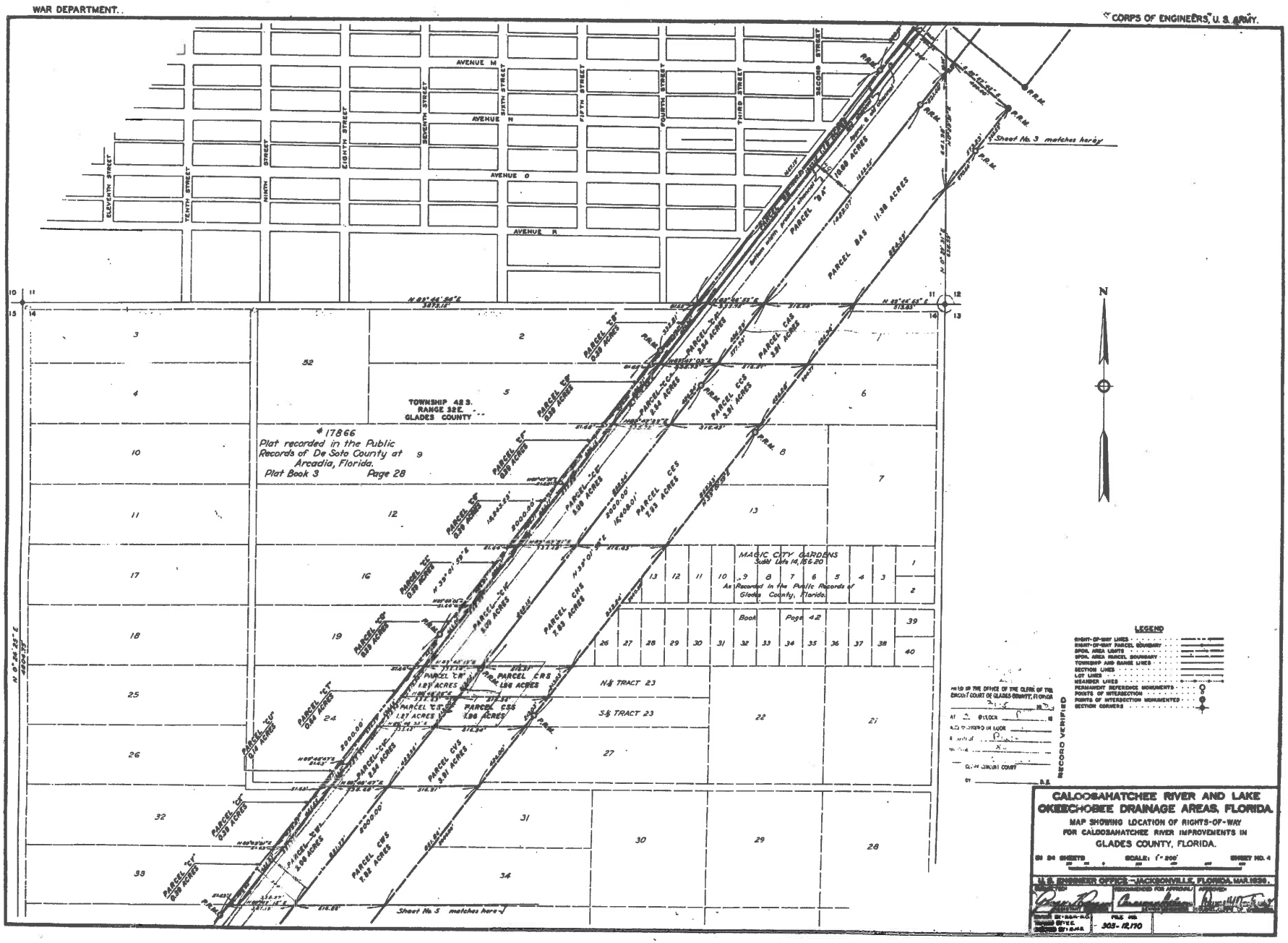
MAP SHOWING LOCATION OF RIGHTS-OF-WAY FOR CALOOSAHATCHEE RIVER IMPROVEMENTS IN GLADES COUNTY, FLORIDA.

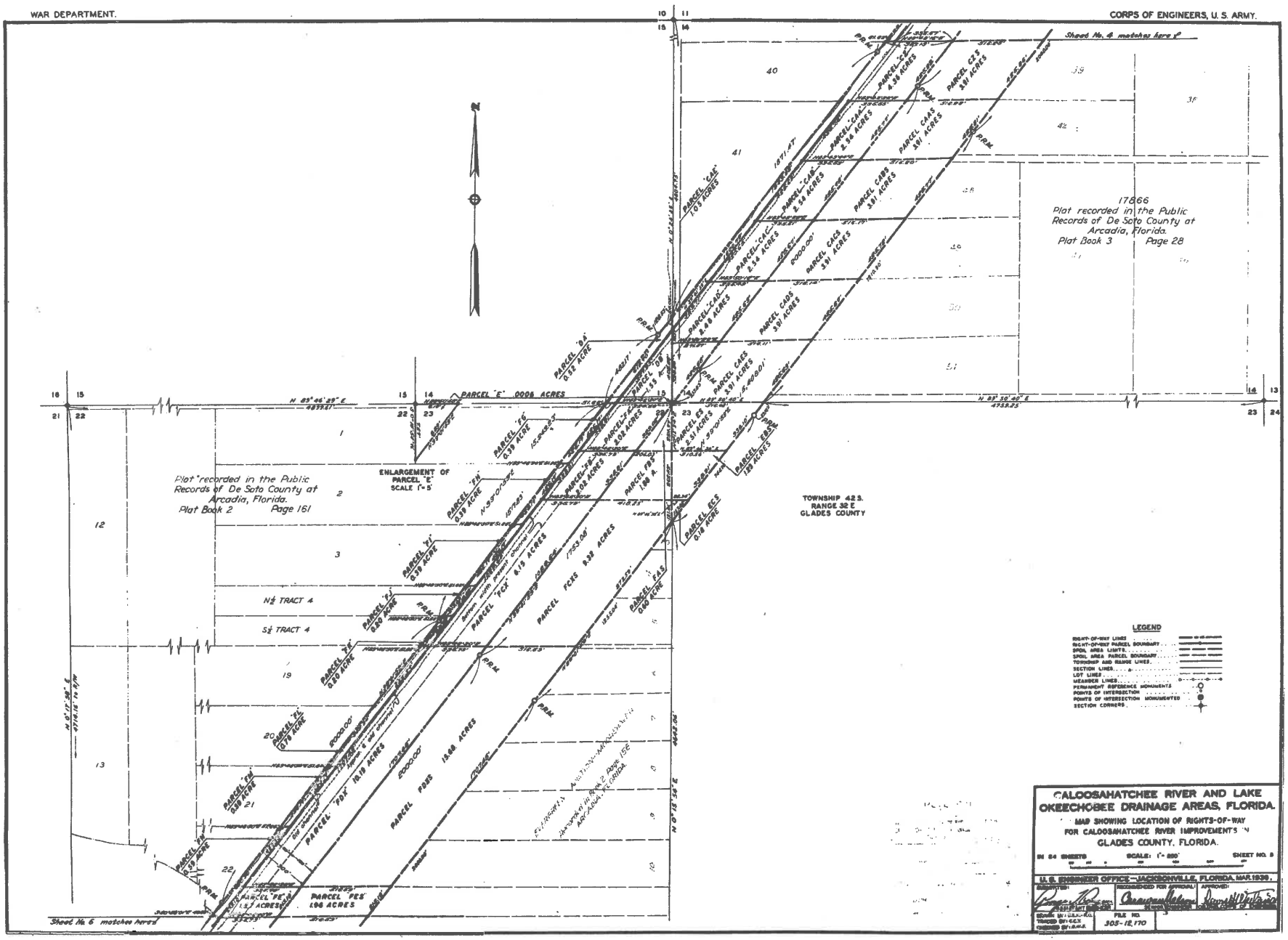
IN 24 SHEETS SCALE: 1" = 200' SHEET NO. 3

U.S. ENGINEER OFFICE—JACKSONVILLE, FLORIDA, MAR. 1939.

SUBMITTED: ASSISTANT ENGINEER | RECOMMENDED FOR APPROVAL: SENIOR ENGINEER | APPROVED: COLONEL, CORPS OF ENGINEERS

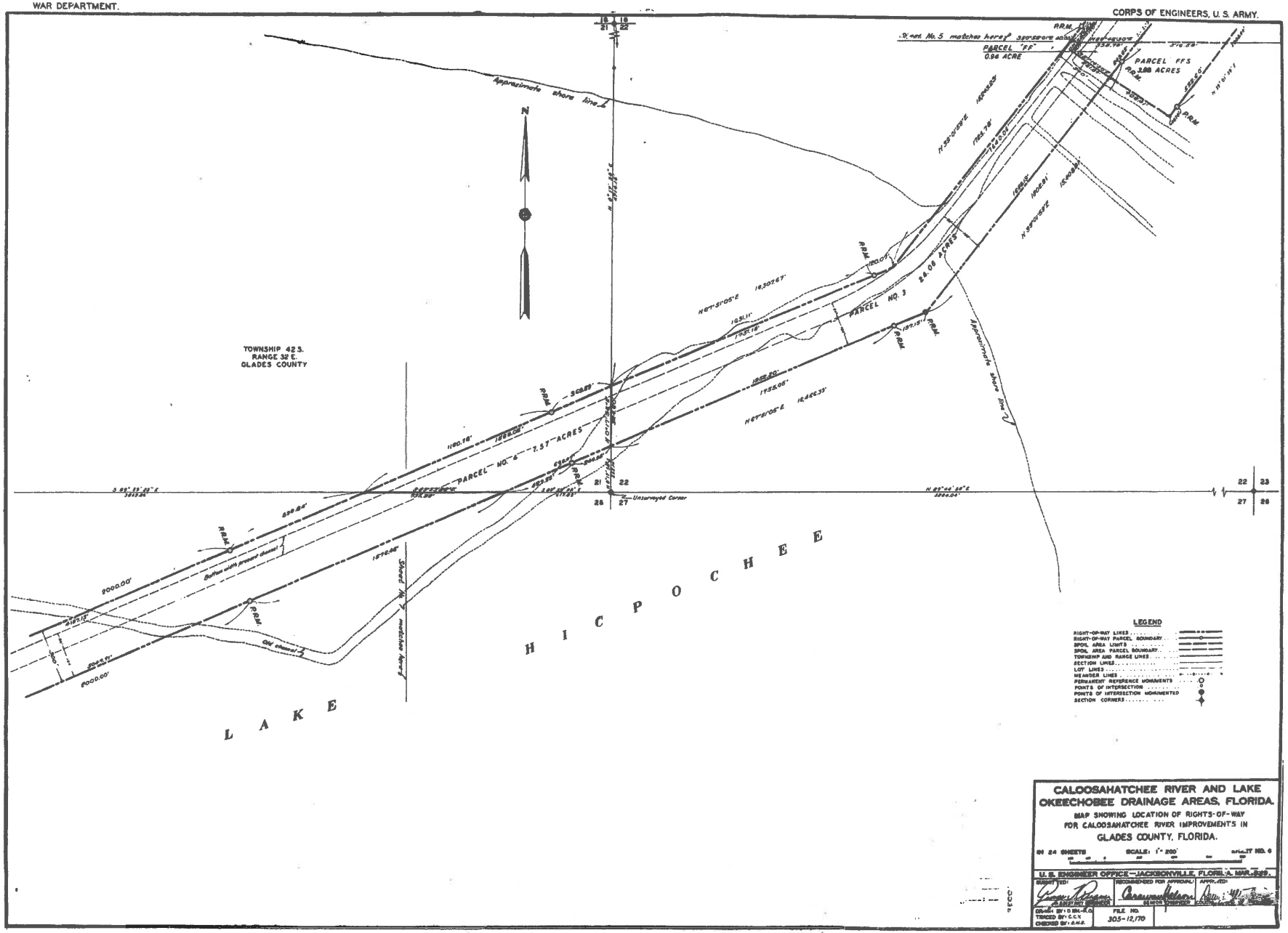
FILE NO. 305-12,170


WAR DEPARTMENT.
CORPS OF ENGINEERS, U. S. ARMY.
AVENUE M
AVENUE N
AVENUE O
AVENUE R
ELEVENTH STREET
TENTH STREET
NINTH STREET
EIGHTH STREET
SEVENTH STREET
SIXTH STREET
FIFTH STREET
FOURTH STREET
THIRD STREET
RECORD STREET
TOWNSHIP 42 S.
RANGE 32 E.
GLADES COUNTY
#17866
Plat recorded in the Public Records of De Soto County at Arcadia, Florida.
Plat Book 3 Page 28
MAGIC CITY GARDENS
Subd. Lots 14, 15 & 20
As Recorded in the Public Records of Glades County, Florida.
Book Page 42
Sheet No. 3 matches here
Sheet No. 5 matches here
PARCEL BAS 11.38 ACRES
PARCEL CAS 3.91 ACRES
PARCEL CCS 3.91 ACRES
PARCEL CHS 2.83 ACRES
PARCEL CRS 1.86 ACRES
PARCEL CSS 1.86 ACRES
PARCEL CVS 3.91 ACRES
N½ TRACT 23
S½ TRACT 23
LEGEND
RIGHT-OF-WAY LINES
RIGHT-OF-WAY PARCEL BOUNDARY
SPOIL AREA LIMITS
SPOIL AREA PARCEL BOUNDARY
TOWNSHIP AND RANGE LINES
SECTION LINES
LOT LINES
MEANDER LINES
PERMANENT REFERENCE MONUMENTS
POINTS OF INTERSECTION
POINTS OF INTERSECTION MONUMENTED
SECTION CORNERS
RECORD VERIFIED
CALOOSAHATCHEE RIVER AND LAKE OKEECHOBEE DRAINAGE AREAS, FLORIDA
MAP SHOWING LOCATION OF RIGHTS-OF-WAY FOR CALOOSAHATCHEE RIVER IMPROVEMENTS IN GLADES COUNTY, FLORIDA.
SCALE: 1" = 200'
SHEET NO. 4
U. S. ENGINEER OFFICE - JACKSONVILLE, FLORIDA, MAR. 1936.
FILE NO. 305-12,110


WAR DEPARTMENT.
CORPS OF ENGINEERS, U. S. ARMY.
Sheet No. 4 matches here
Sheet No. 6 matches here
17866
Plat recorded in the Public Records of De Soto County at Arcadia, Florida.
Plat Book 3 Page 28
Plat recorded in the Public Records of De Soto County at Arcadia, Florida.
Plat Book 2 Page 161
ENLARGEMENT OF PARCEL "E" SCALE 1"=5'
PARCEL "E" 0008 ACRES
TOWNSHIP 42 S. RANGE 32 E. GLADES COUNTY
N½ TRACT 4
S½ TRACT 4
PARCEL "FDS" 15.48 ACRES
PARCEL "FCS" 8.32 ACRES
PARCEL "FDS" 18.19 ACRES
PARCEL "FES" 1.96 ACRES
PARCEL "FE" 1.57 ACRES
LEGEND
CALOOSAHATCHEE RIVER AND LAKE OKEECHOBEE DRAINAGE AREAS, FLORIDA.
MAP SHOWING LOCATION OF RIGHTS-OF-WAY FOR CALOOSAHATCHEE RIVER IMPROVEMENTS IN GLADES COUNTY, FLORIDA.
IN 84 SHEETS SCALE: 1"= 800' SHEET NO. 5
U.S. ENGINEER OFFICE—JACKSONVILLE, FLORIDA, MAR. 1939.
RECOMMENDED FOR APPROVAL:
APPROVED:
FILE NO. 305-12.170

WAR DEPARTMENT.

CORPS OF ENGINEERS, U. S. ARMY.




**CALOOSAHATCHEE RIVER AND LAKE OKEECHOBEE DRAINAGE AREAS, FLORIDA.**

MAP SHOWING LOCATION OF RIGHTS-OF-WAY FOR CALOOSAHATCHEE RIVER IMPROVEMENTS IN GLADES COUNTY, FLORIDA.

SHEET NO. 6 OF 24 SHEETS SCALE: 1" = 200'

U. S. ENGINEER OFFICE—JACKSONVILLE, FLORIDA, MAR. 1939.

SUBMITTED: Assistant Engineer

RECOMMENDED FOR APPROVAL: Senior Engineer

APPROVED: District Engineer

DRAWN BY: I. BLANCO

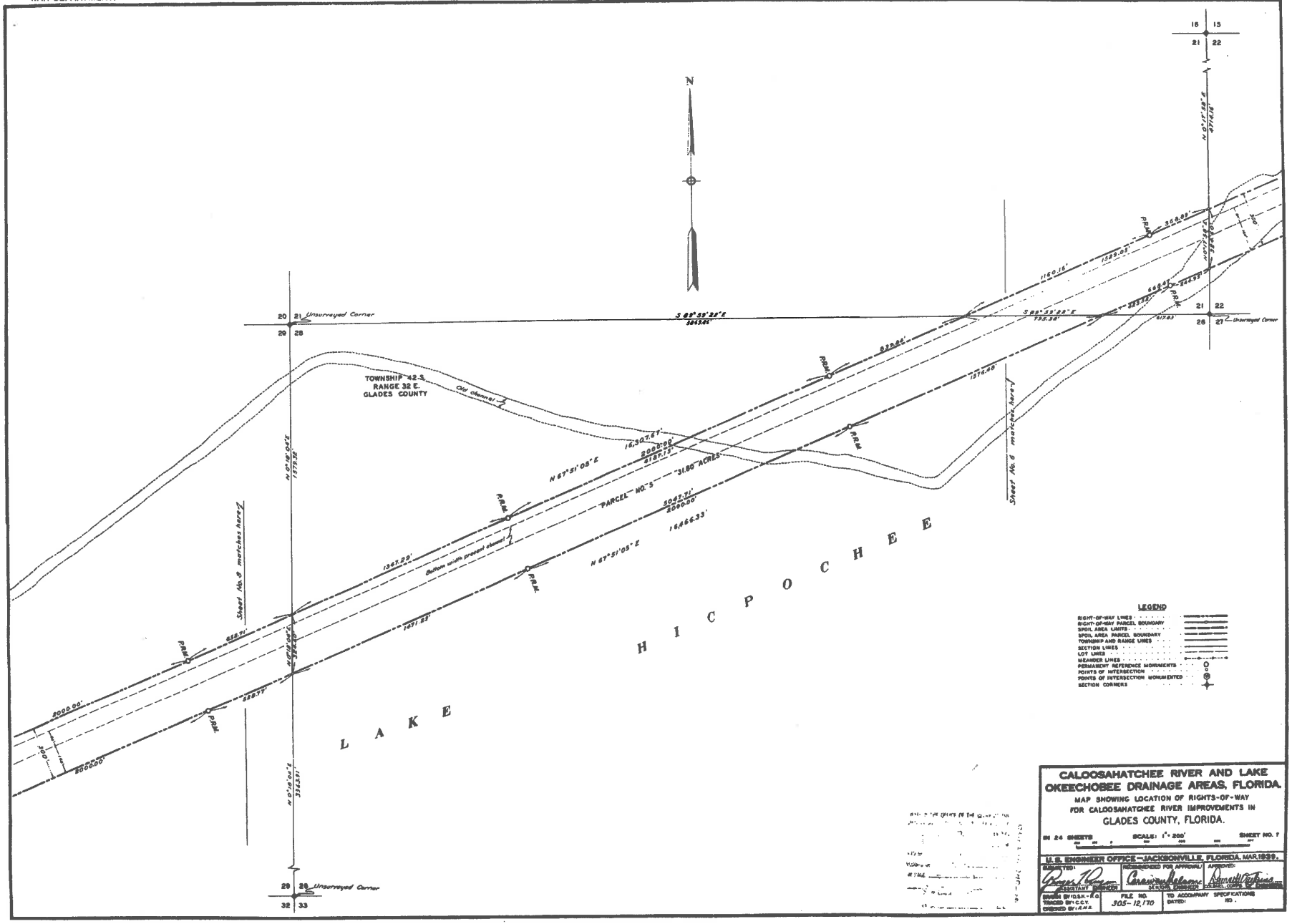
TRACED BY: C.C.V.

CHECKED BY: E.M.S.

FILE NO. 305-12,170

WAR DEPARTMENT.

CORPS OF ENGINEERS, U. S. ARMY.




LEGEND

RIGHT-OF-WAY LINES
RIGHT-OF-WAY PARCEL BOUNDARY
SPOIL AREA LIMITS
SPOIL AREA PARCEL BOUNDARY
TOWNSHIP AND RANGE LINES
SECTION LINES
LOT LINES
MEANDER LINES
PERMANENT REFERENCE MONUMENTS
POINTS OF INTERSECTION
POINTS OF INTERSECTION MONUMENTED
SECTION CORNERS

# CALOOSAHATCHEE RIVER AND LAKE OKEECHOBEE DRAINAGE AREAS, FLORIDA.

MAP SHOWING LOCATION OF RIGHTS-OF-WAY FOR CALOOSAHATCHEE RIVER IMPROVEMENTS IN GLADES COUNTY, FLORIDA.

IN 24 SHEETS SCALE: 1" = 200' SHEET NO. 7

U. S. ENGINEER OFFICE — JACKSONVILLE, FLORIDA, MAR. 1939.

DRAWN BY: RGR
ASSISTANT ENGINEER

RECOMMENDED FOR APPROVAL:
SENIOR ENGINEER

APPROVED:
COLONEL, CORPS OF ENGINEERS

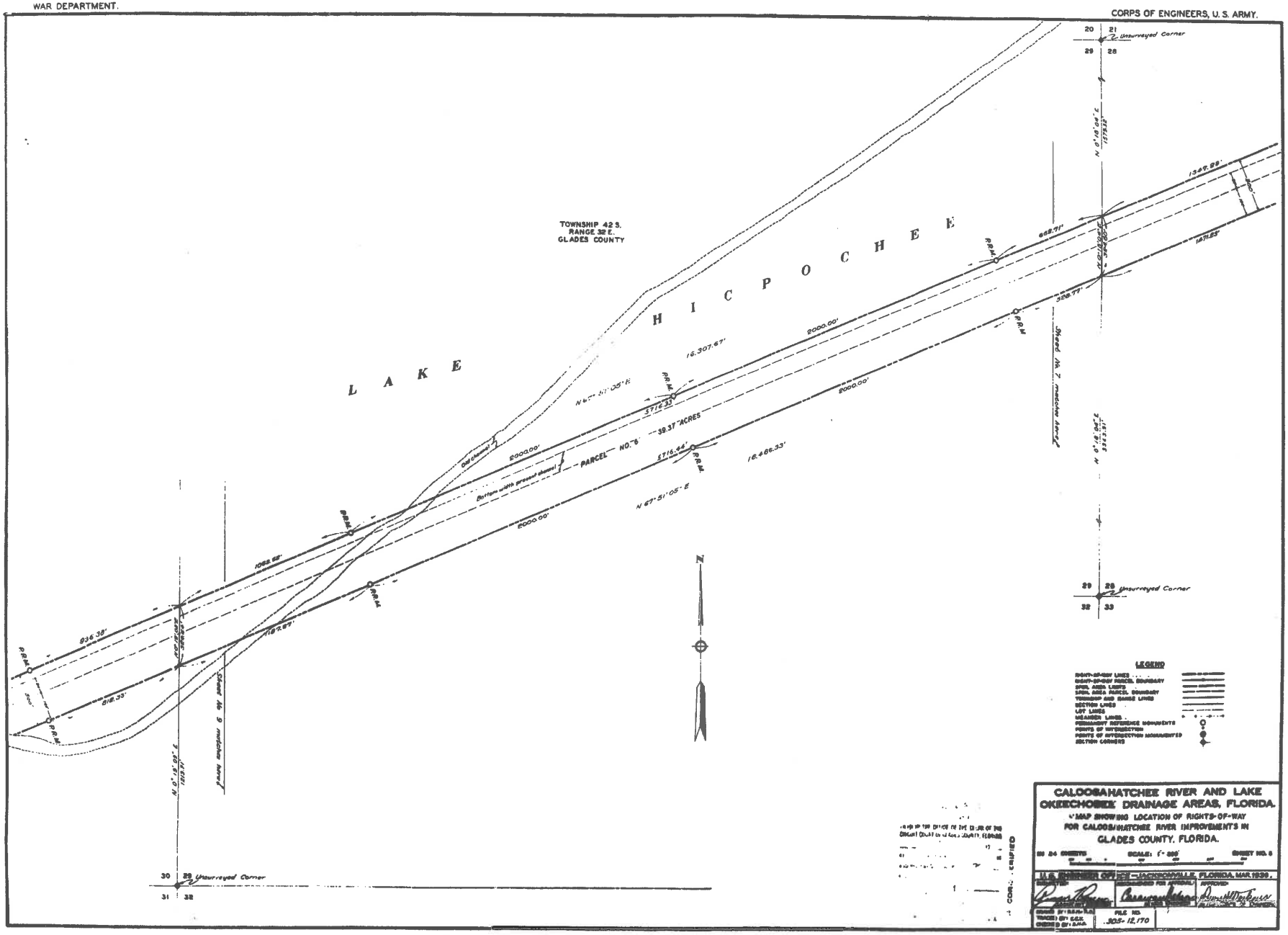
TRACED BY: G.S.H. - R.G.
TRACED BY: C.C.Y.
CHECKED BY: A.M.E.

FILE NO. 305-12,170

TO ACCOMPANY SPECIFICATIONS DATED:

WAR DEPARTMENT.

CORPS OF ENGINEERS, U. S. ARMY.




CALOOSAHATCHEE RIVER AND LAKE OKEECHOBEE DRAINAGE AREAS, FLORIDA.

MAP SHOWING LOCATION OF RIGHTS-OF-WAY FOR CALOOSAHATCHEE RIVER IMPROVEMENTS IN GLADES COUNTY, FLORIDA.

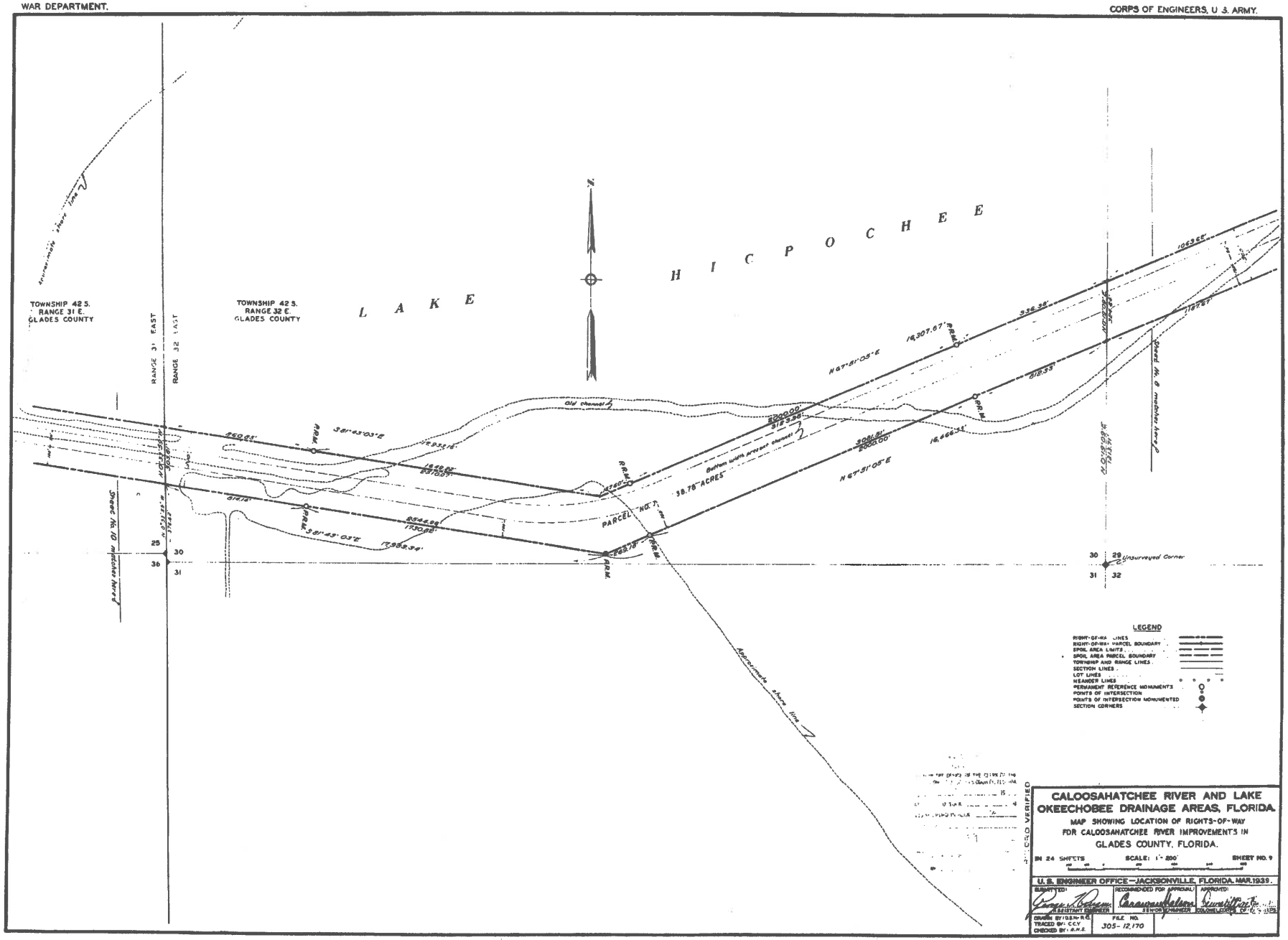
SCALE: 1" = 200'

U.S. ENGINEER OFFICE — JACKSONVILLE, FLORIDA, MAR 1939.

FILE NO. 325-12.170

WAR DEPARTMENT.

CORPS OF ENGINEERS, U. S. ARMY.




CALOOSAHATCHEE RIVER AND LAKE OKEECHOBEE DRAINAGE AREAS, FLORIDA.

MAP SHOWING LOCATION OF RIGHTS-OF-WAY FOR CALOOSAHATCHEE RIVER IMPROVEMENTS IN GLADES COUNTY, FLORIDA.

IN 24 SHEETS SCALE: 1" = 200' SHEET NO. 9

U. S. ENGINEER OFFICE — JACKSONVILLE, FLORIDA, MAR. 1939.

SUBMITTED: ASSISTANT ENGINEER | RECOMMENDED FOR APPROVAL: DIVISION ENGINEER | APPROVED: COLONEL, CORPS OF ENGINEERS

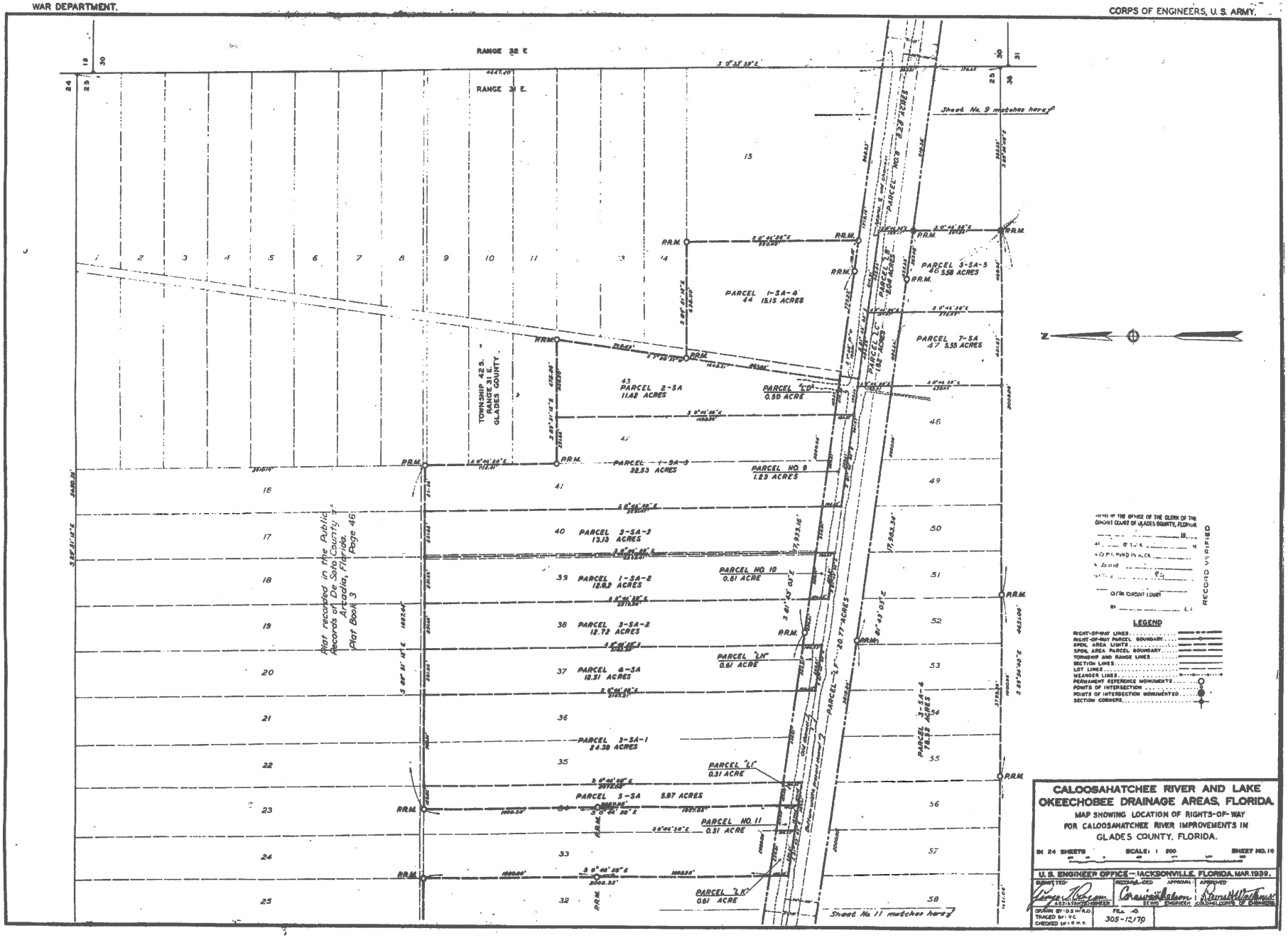
DRAWN BY: R.S. R.E.
TRACED BY: C.C.V.
CHECKED BY: A.M.E.

FILE NO. 305-12.170

CORRECTED VERIFIED

WAR DEPARTMENT.

CORPS OF ENGINEERS, U. S. ARMY.




# CALOOSAHATCHEE RIVER AND LAKE OKEECHOBEE DRAINAGE AREAS, FLORIDA.

MAP SHOWING LOCATION OF RIGHTS-OF-WAY FOR CALOOSAHATCHEE RIVER IMPROVEMENTS IN GLADES COUNTY, FLORIDA.

IN 24 SHEETS SCALE: 1 200 SHEET NO. 10

U. S. ENGINEER OFFICE — JACKSONVILLE, FLORIDA, MAR. 1939.

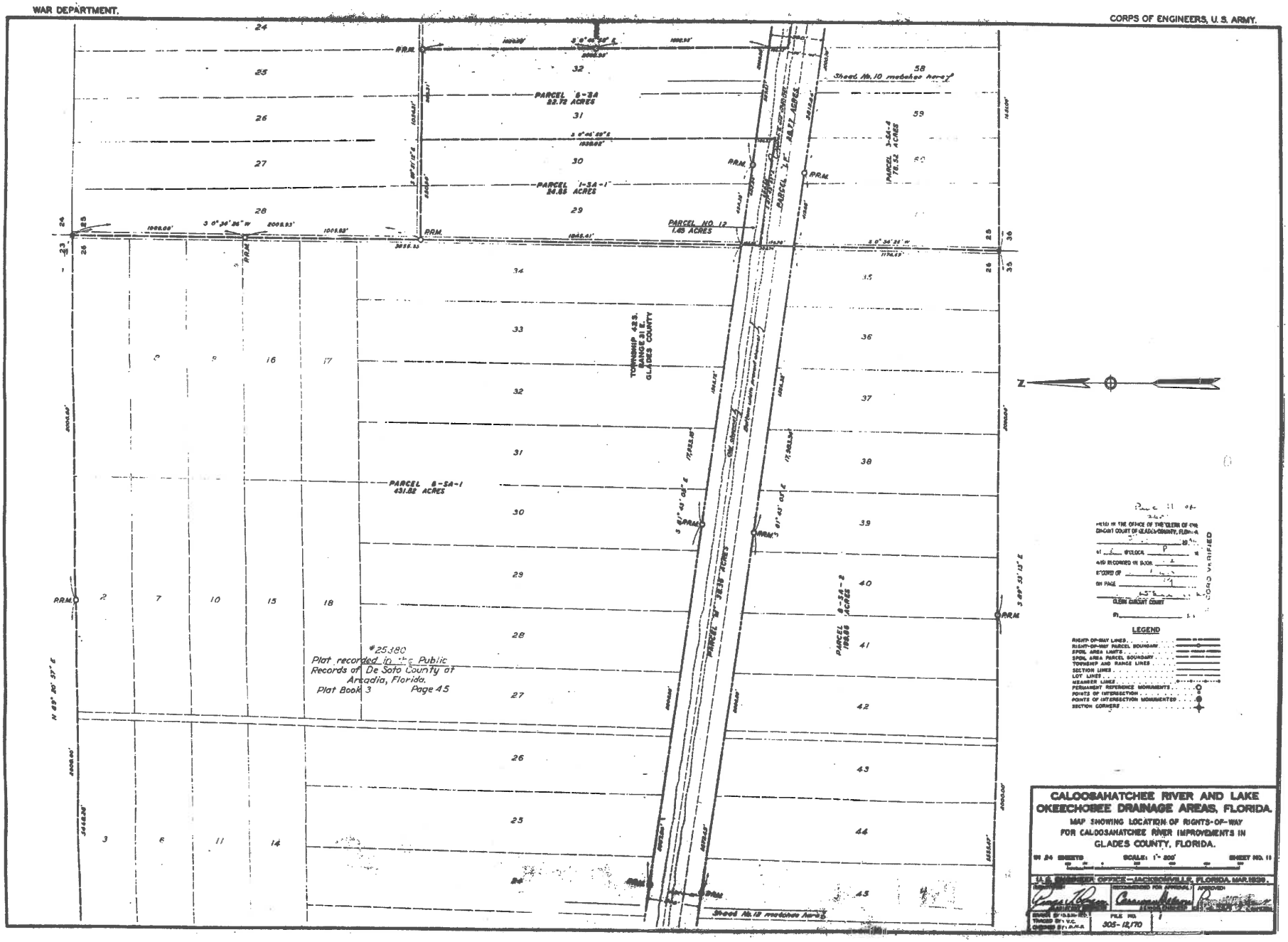
SURVEYED: George [illegible] ASST. TOPOGRAPHIC ENGINEER

RECOMMENDED: [illegible] DISTRICT ENGINEER

APPROVED: [illegible] COLONEL, CORPS OF ENGINEERS

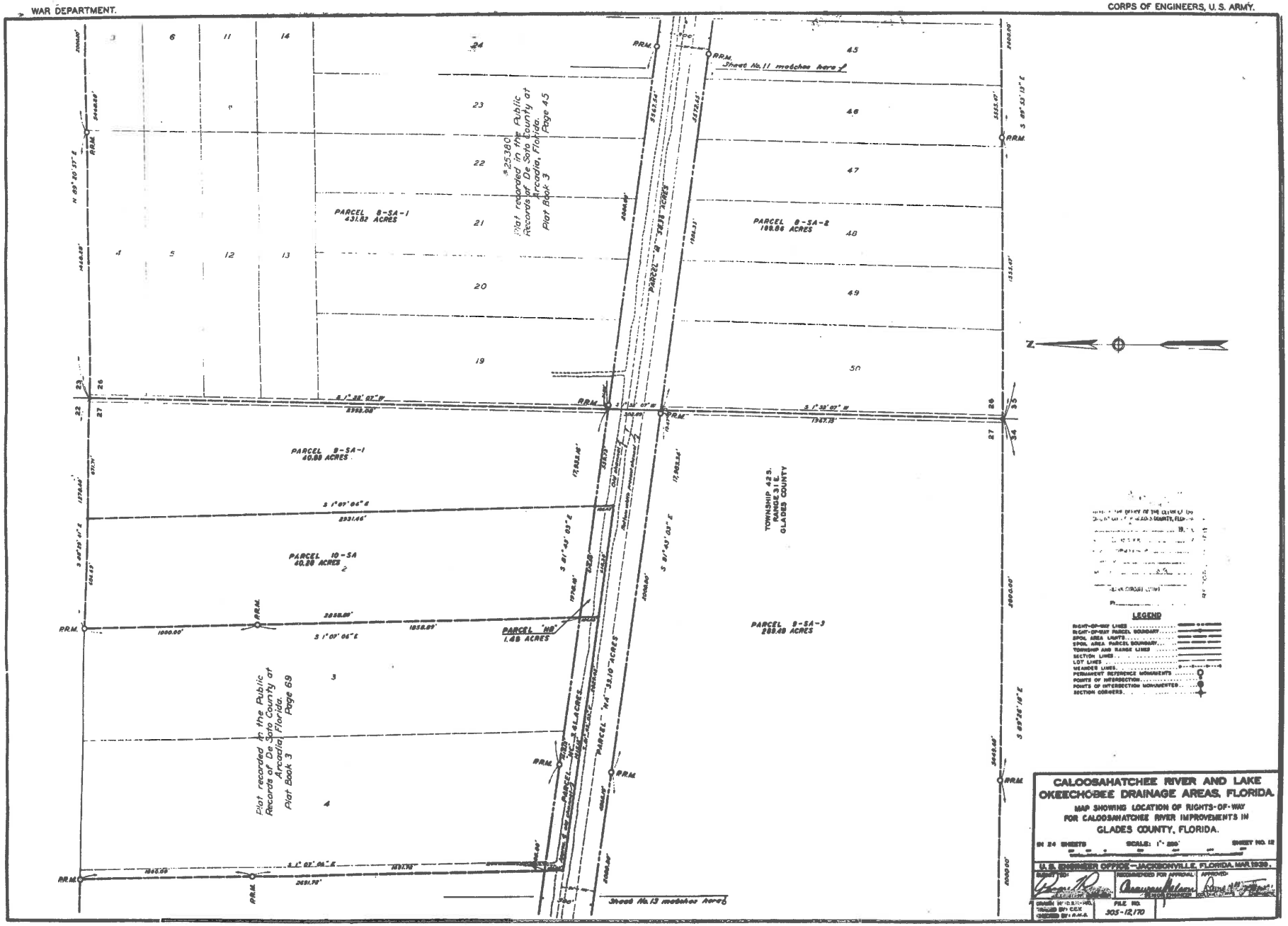
DRAWN BY: D.S.M.R.D. TRACED BY: Y.C. CHECKED BY: E.M.S.

FILE NO. 305-12/70


WAR DEPARTMENT.
CORPS OF ENGINEERS, U. S. ARMY.
PARCEL 6-3A 82.72 ACRES
PARCEL 1-5A-1 24.55 ACRES
PARCEL NO. 12 1.48 ACRES
PARCEL 3-5A-4 78.54 ACRES
PARCEL 6-5A-1 431.82 ACRES
PARCEL 6-5A-2 166.66 ACRES
PARCEL "B" 38.39 ACRES
TOWNSHIP 42 S. RANGE 31 E. GLADES COUNTY
Sheet No. 10 matches here
Sheet No. 12 matches here
#25380
Plat recorded in the Public Records of De Soto County at Arcadia, Florida.
Plat Book 3 Page 45
LEGEND
RIGHT-OF-WAY LINES
RIGHT-OF-WAY PARCEL BOUNDARY
SPOIL AREA LIMITS
SPOIL AREA PARCEL BOUNDARY
TOWNSHIP AND RANGE LINES
SECTION LINES
LOT LINES
MEANDER LINES
PERMANENT REFERENCE MONUMENTS
POINTS OF INTERSECTION
POINTS OF INTERSECTION MONUMENTED
SECTION CORNERS
CERTIFIED TO BE A TRUE AND CORRECT COPY
CLERK CIRCUIT COURT
CALOOSAHATCHEE RIVER AND LAKE OKEECHOBEE DRAINAGE AREAS, FLORIDA.
MAP SHOWING LOCATION OF RIGHTS-OF-WAY FOR CALOOSAHATCHEE RIVER IMPROVEMENTS IN GLADES COUNTY, FLORIDA.
SHEET NO. 11
U.S. ENGINEER OFFICE—JACKSONVILLE, FLORIDA, MAR. 1939.
FILE NO. 305-12/170

WAR DEPARTMENT.

CORPS OF ENGINEERS, U. S. ARMY.




CALOOSAHATCHEE RIVER AND LAKE OKEECHOBEE DRAINAGE AREAS, FLORIDA.

MAP SHOWING LOCATION OF RIGHTS-OF-WAY FOR CALOOSAHATCHEE RIVER IMPROVEMENTS IN GLADES COUNTY, FLORIDA.

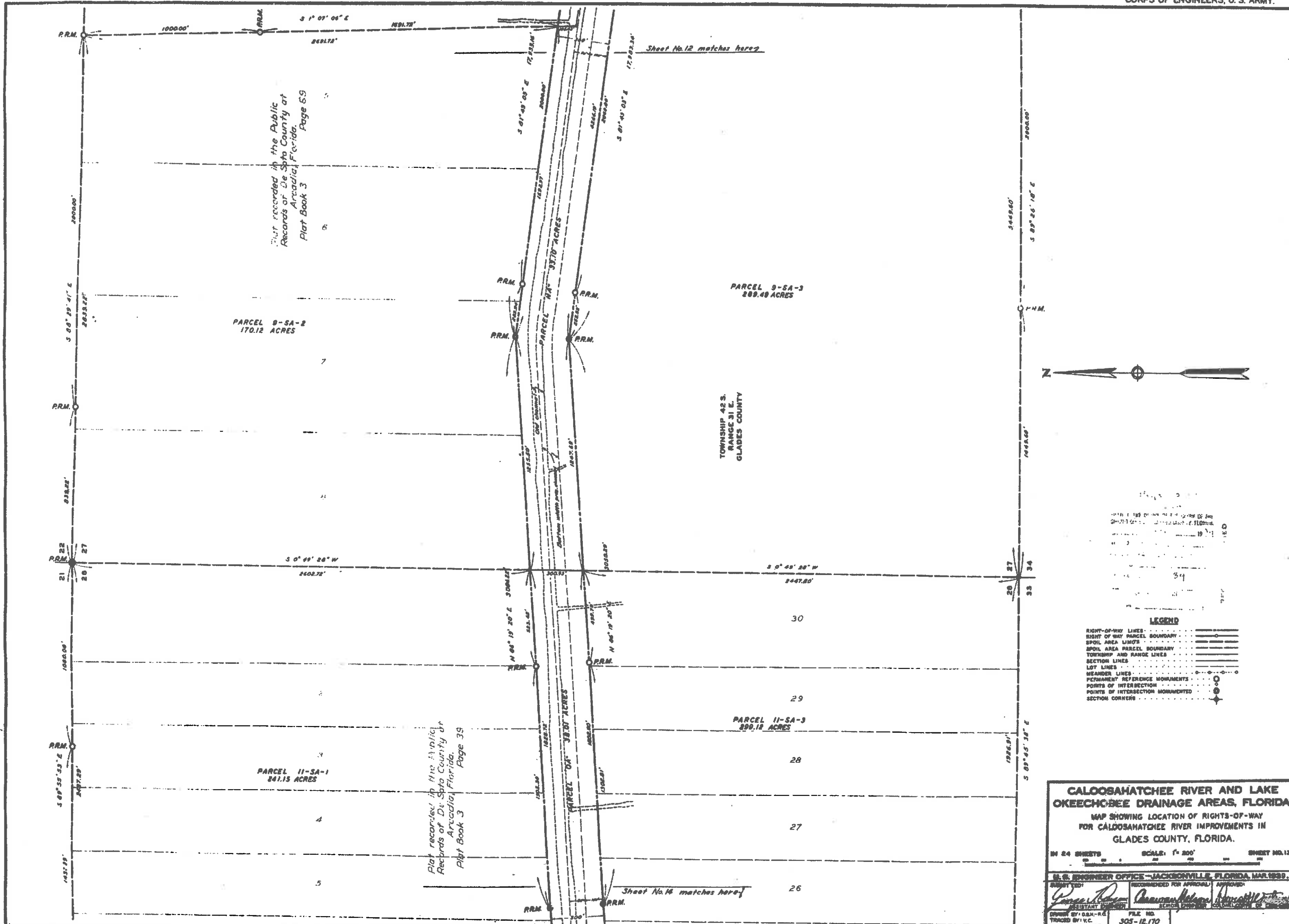
IN 24 SHEETS SCALE: 1" = 200' SHEET NO. 12

U. S. ENGINEER OFFICE—JACKSONVILLE, FLORIDA, MAR 1938.

DRAWN BY: RECOMMENDED FOR APPROVAL: APPROVED:

TRACED BY: CHECKED BY: FILE NO. 305-12/70

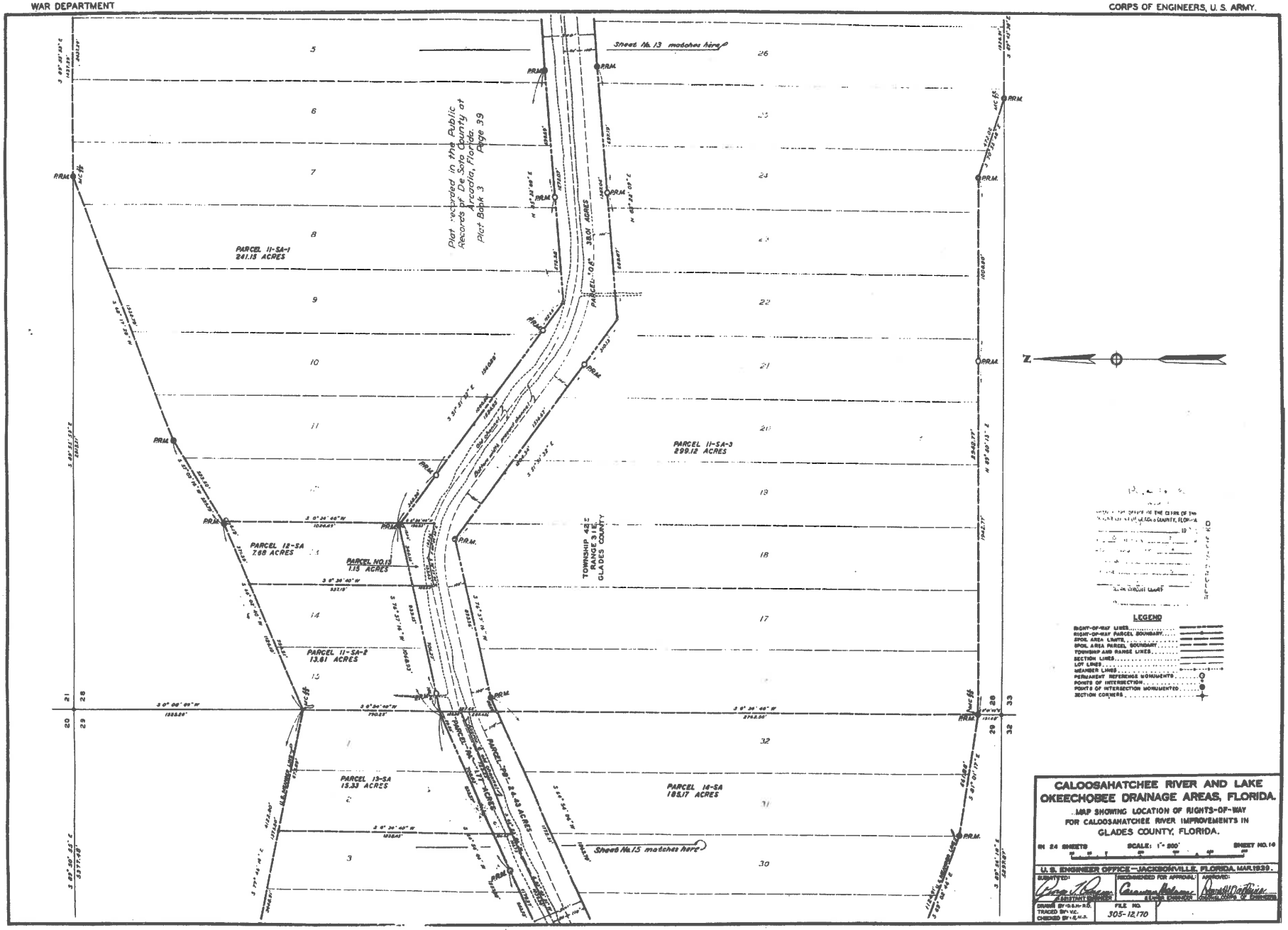
WAR DEPARTMENT. CORPS OF ENGINEERS, U. S. ARMY.



# BOOK 2 PAGE 89-14

WAR DEPARTMENT

CORPS OF ENGINEERS, U. S. ARMY.




**CALOOSAHATCHEE RIVER AND LAKE OKEECHOBEE DRAINAGE AREAS, FLORIDA.**

MAP SHOWING LOCATION OF RIGHTS-OF-WAY FOR CALOOSAHATCHEE RIVER IMPROVEMENTS IN GLADES COUNTY, FLORIDA.

IN 24 SHEETS SCALE: 1" = 200' SHEET NO. 14

U. S. ENGINEER OFFICE — JACKSONVILLE, FLORIDA, MAR. 1939.

SUBMITTED: ARTHUR MASTERS, District Engineer

RECOMMENDED FOR APPROVAL: ELTON GISCLAIR, Colonel, Corps of Engineers, District Engineer

APPROVED: Division Engineer

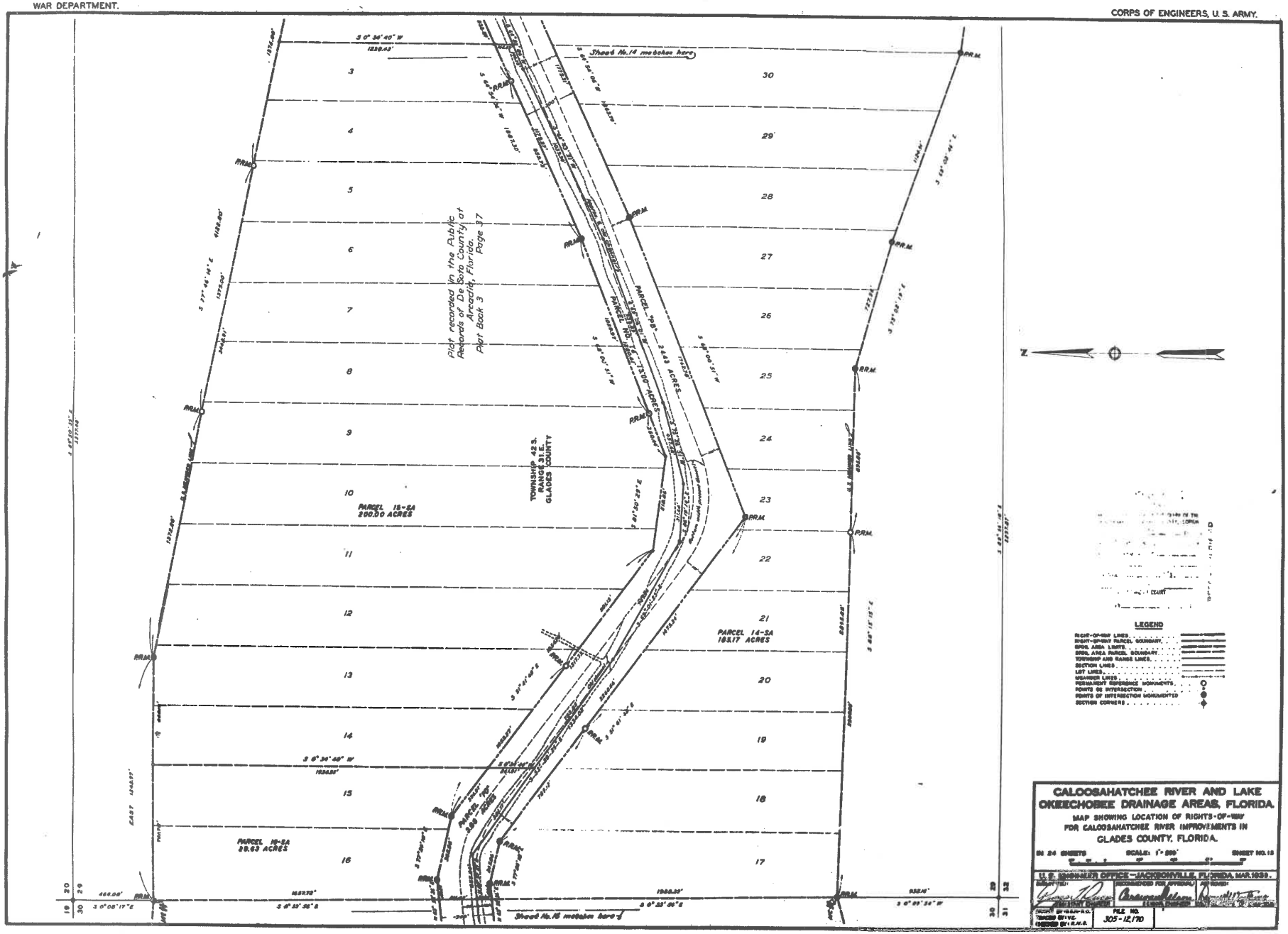
DRAWN BY H.G.H.-R.S. TRACED BY V.C. CHECKED BY H.G.H.-J.

FILE NO. 305-12.170

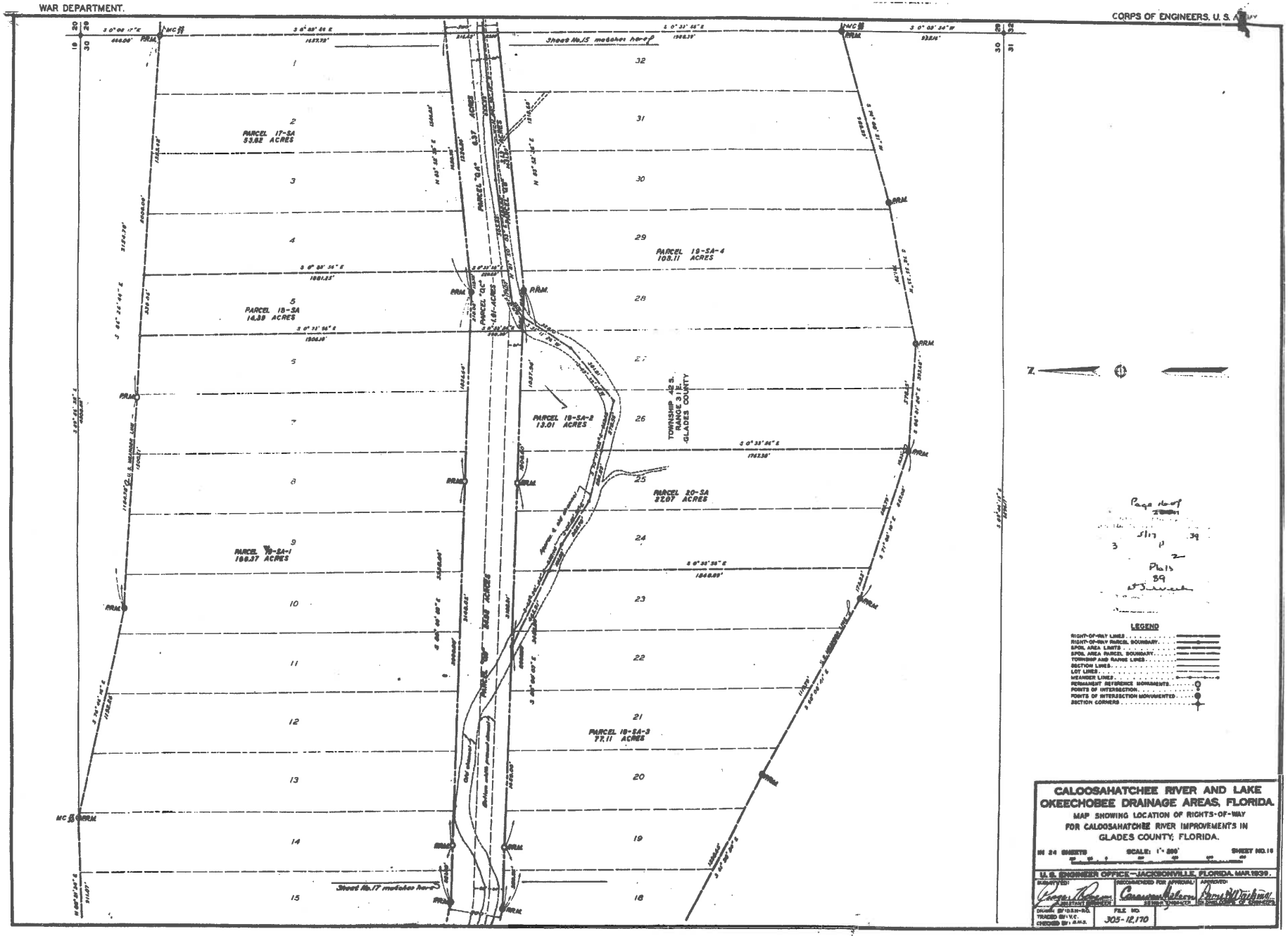
# BOOK 2 PAGE 89-15

WAR DEPARTMENT.

CORPS OF ENGINEERS, U. S. ARMY.



BOOK 2 PAGE 89-16




**CALOOSAHATCHEE RIVER AND LAKE OKEECHOBEE DRAINAGE AREAS, FLORIDA.**

MAP SHOWING LOCATION OF RIGHTS-OF-WAY FOR CALOOSAHATCHEE RIVER IMPROVEMENTS IN GLADES COUNTY, FLORIDA.

IN 24 SHEETS SCALE: 1" = 200' SHEET NO. 16

U. S. ENGINEER OFFICE—JACKSONVILLE, FLORIDA, MAR. 1939.

SUBMITTED: ASSISTANT ENGINEER | RECOMMENDED FOR APPROVAL: SENIOR ENGINEER | APPROVED: COLONEL, CORPS OF ENGINEERS

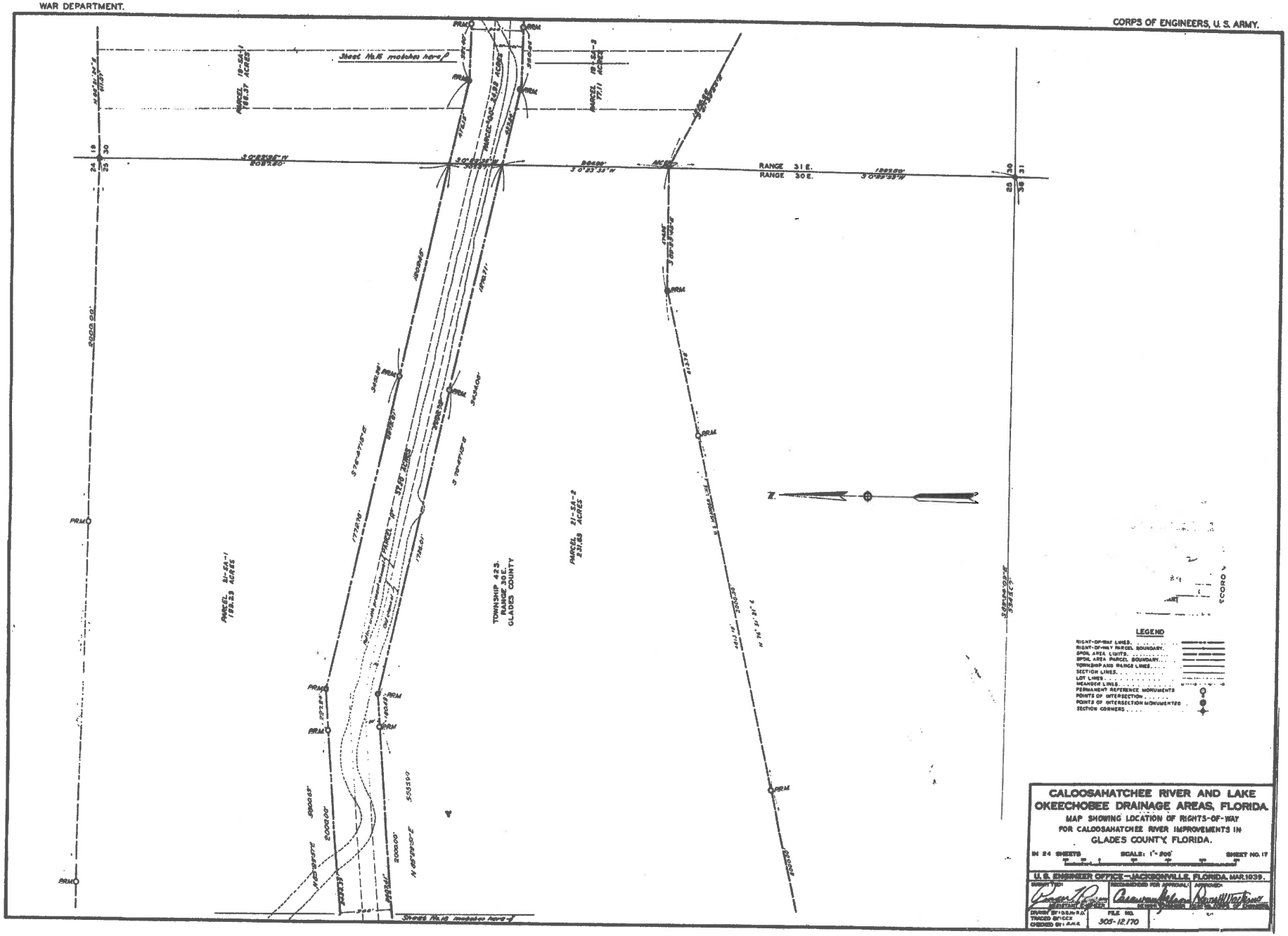
DRAWN BY G.B.S.—R.D. TRACED BY I.V.C. CHECKED BY I.M.S.

FILE NO. 305-12,170

BOOK 2 PAGE 89-17

WAR DEPARTMENT.

CORPS OF ENGINEERS, U. S. ARMY.




CALOOSAHATCHEE RIVER AND LAKE OKEECHOBEE DRAINAGE AREAS, FLORIDA.

MAP SHOWING LOCATION OF RIGHTS-OF-WAY FOR CALOOSAHATCHEE RIVER IMPROVEMENTS IN GLADES COUNTY, FLORIDA.

IN 24 SHEETS SCALE: 1" = 200' SHEET NO. 17

U. S. ENGINEER OFFICE — JACKSONVILLE, FLORIDA, MAR. 1939.

DRAWN BY: [illegible] RECOMMENDED FOR APPROVAL: [illegible] APPROVED: [illegible]

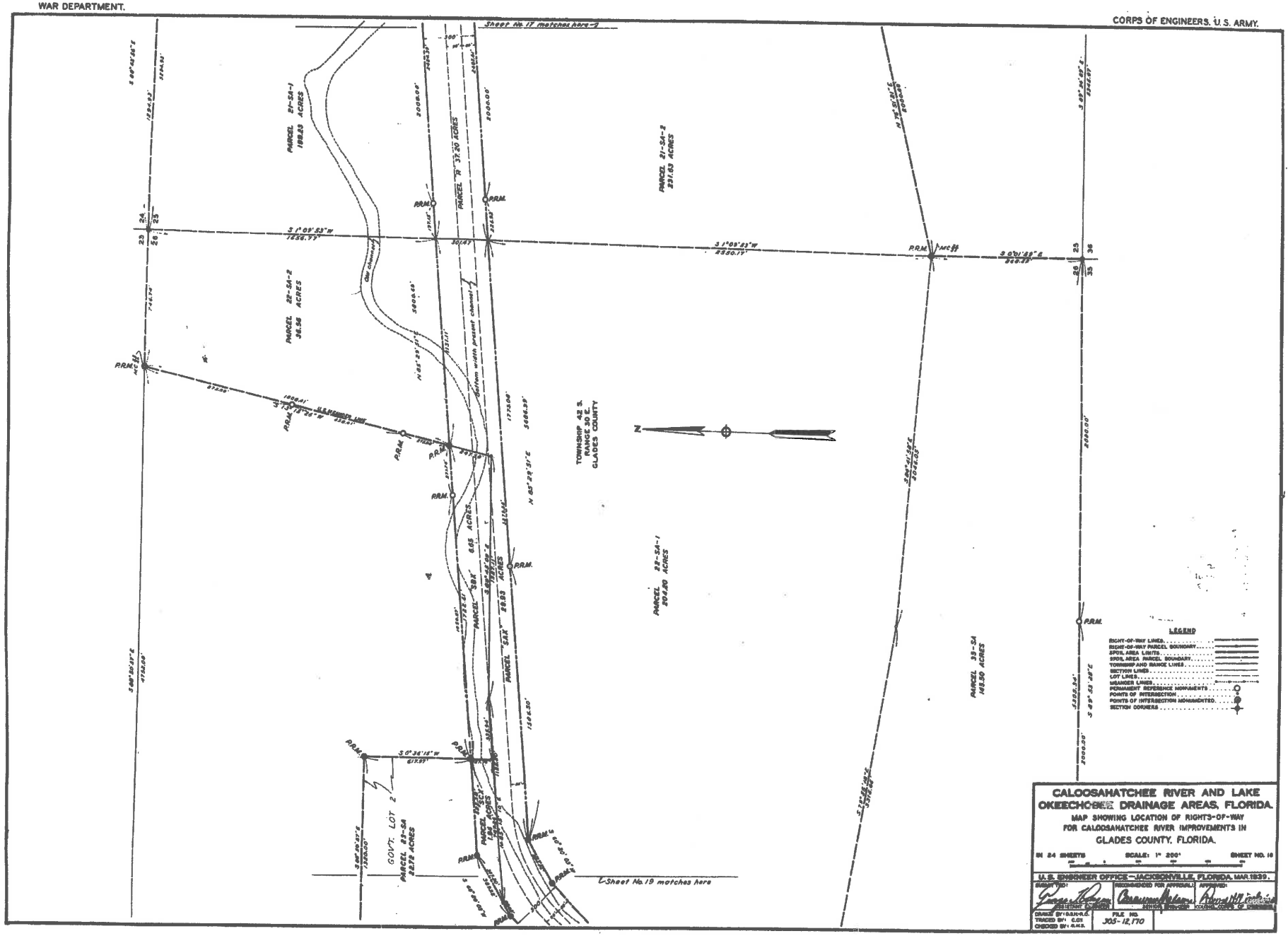
DRAWN BY I.D.S. in P.O.
TRACED BY: C.C.D.
CHECKED BY: I.D.S.

FILE NO. 309-12.170

BOOK 2 PAGE 89-18

WAR DEPARTMENT.

CORPS OF ENGINEERS, U.S. ARMY.




# CALOOSAHATCHEE RIVER AND LAKE OKEECHOBEE DRAINAGE AREAS, FLORIDA.

MAP SHOWING LOCATION OF RIGHTS-OF-WAY FOR CALOOSAHATCHEE RIVER IMPROVEMENTS IN GLADES COUNTY, FLORIDA.

IN 24 SHEETS SCALE: 1" = 200' SHEET NO. 18

U.S. ENGINEER OFFICE—JACKSONVILLE, FLORIDA, MAR 1939.

SUBMITTED: RECOMMENDED FOR APPROVAL: APPROVED:

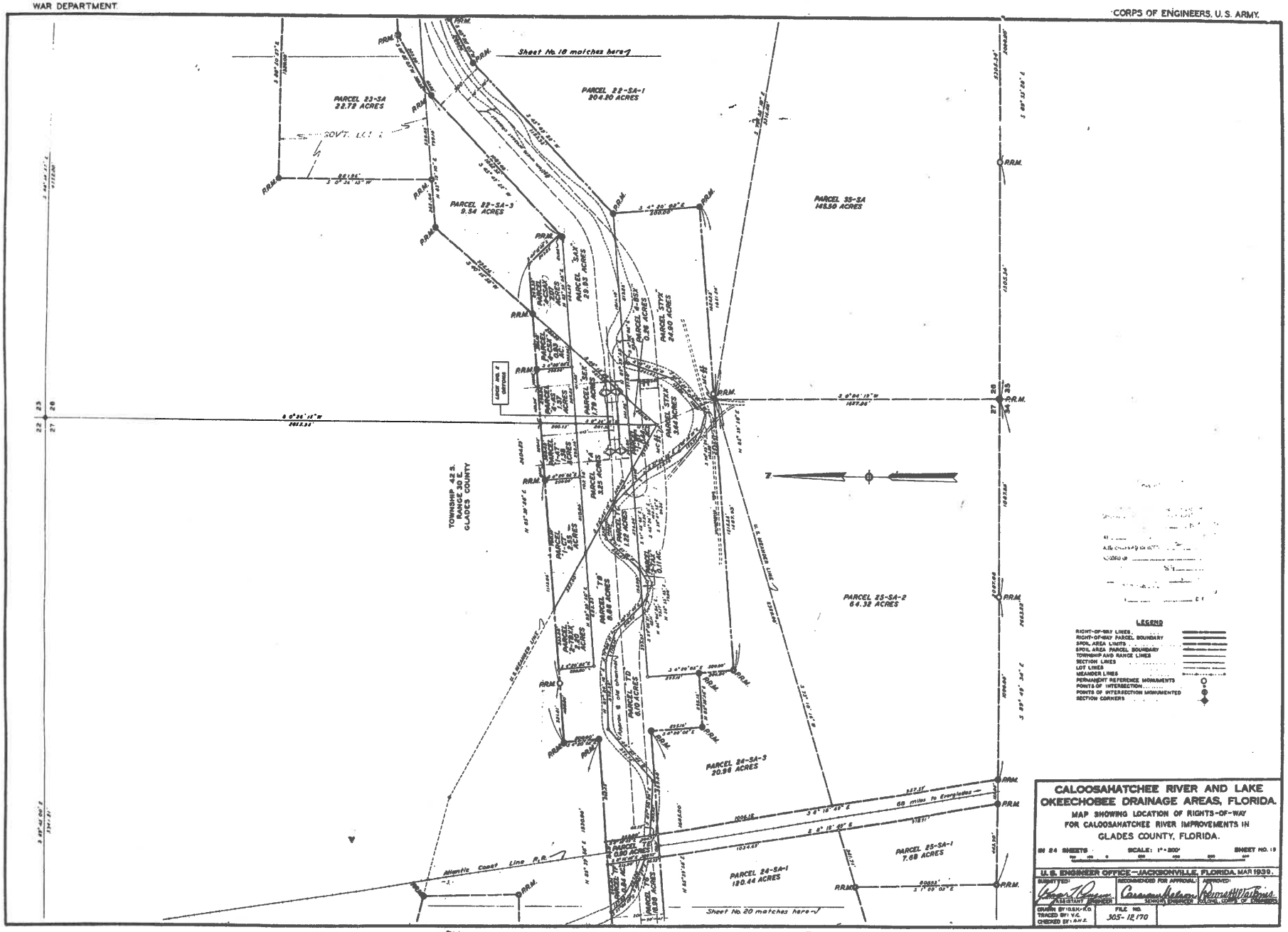
DRAWN BY: D.A.H.-H.C.
TRACED BY: C.D.S.
CHECKED BY: A.M.S.

FILE NO. 305-12,170

BOOK 2 PAGE 89-19

WAR DEPARTMENT

CORPS OF ENGINEERS, U.S. ARMY.




# CALOOSAHATCHEE RIVER AND LAKE OKEECHOBEE DRAINAGE AREAS, FLORIDA.

MAP SHOWING LOCATION OF RIGHTS-OF-WAY FOR CALOOSAHATCHEE RIVER IMPROVEMENTS IN GLADES COUNTY, FLORIDA.

IN 24 SHEETS — SCALE: 1" = 800' — SHEET NO. 19

U. S. ENGINEER OFFICE—JACKSONVILLE, FLORIDA, MAR 1939.

SUBMITTED: Assistant Engineer

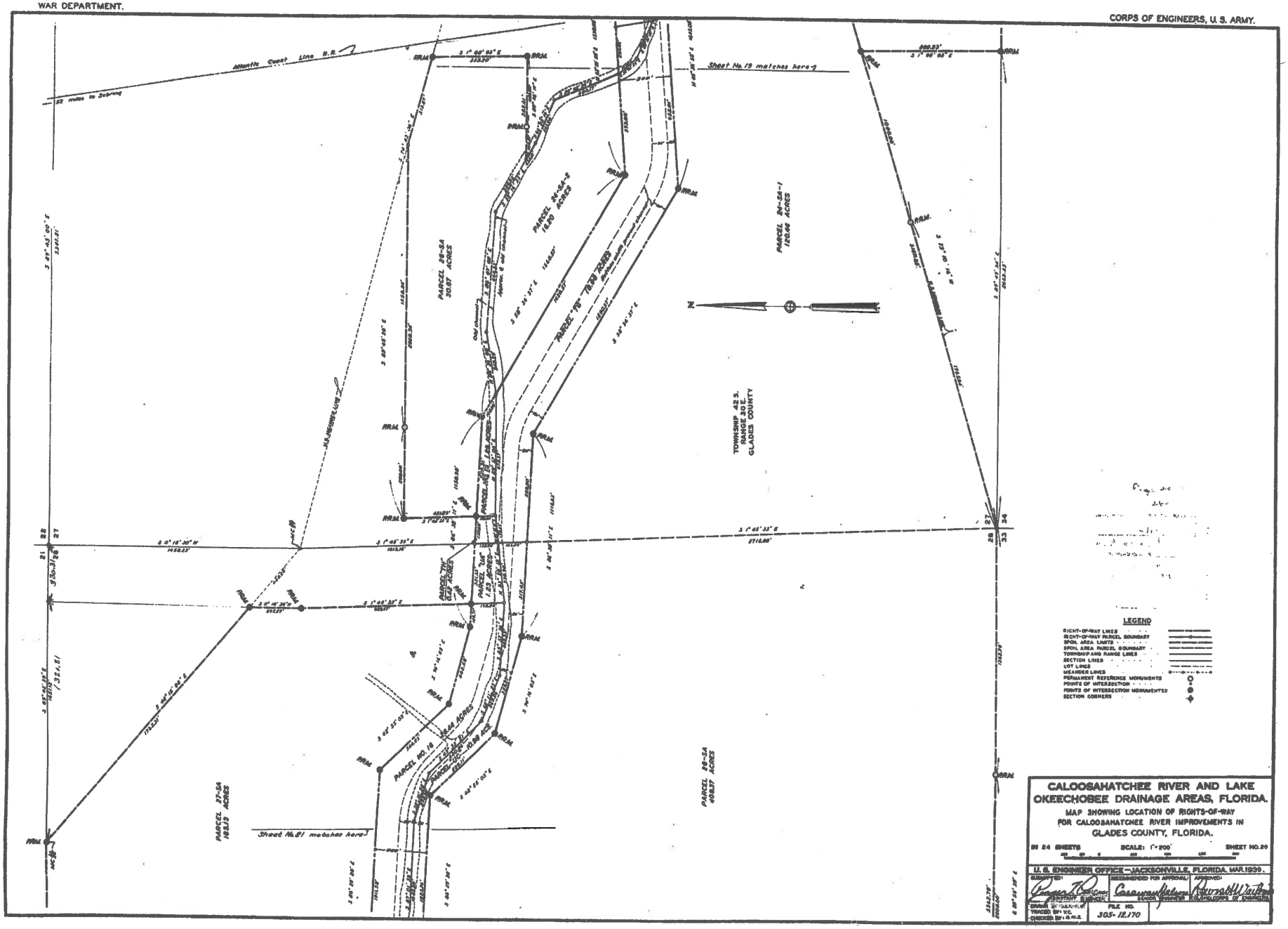
RECOMMENDED FOR APPROVAL: Senior Engineer

APPROVED: Colonel, Corps of Engineers

DRAWN BY: ISAN-KO
TRACED BY: Y.C.
CHECKED BY: A.H.Z.

FILE NO. 305-12,170

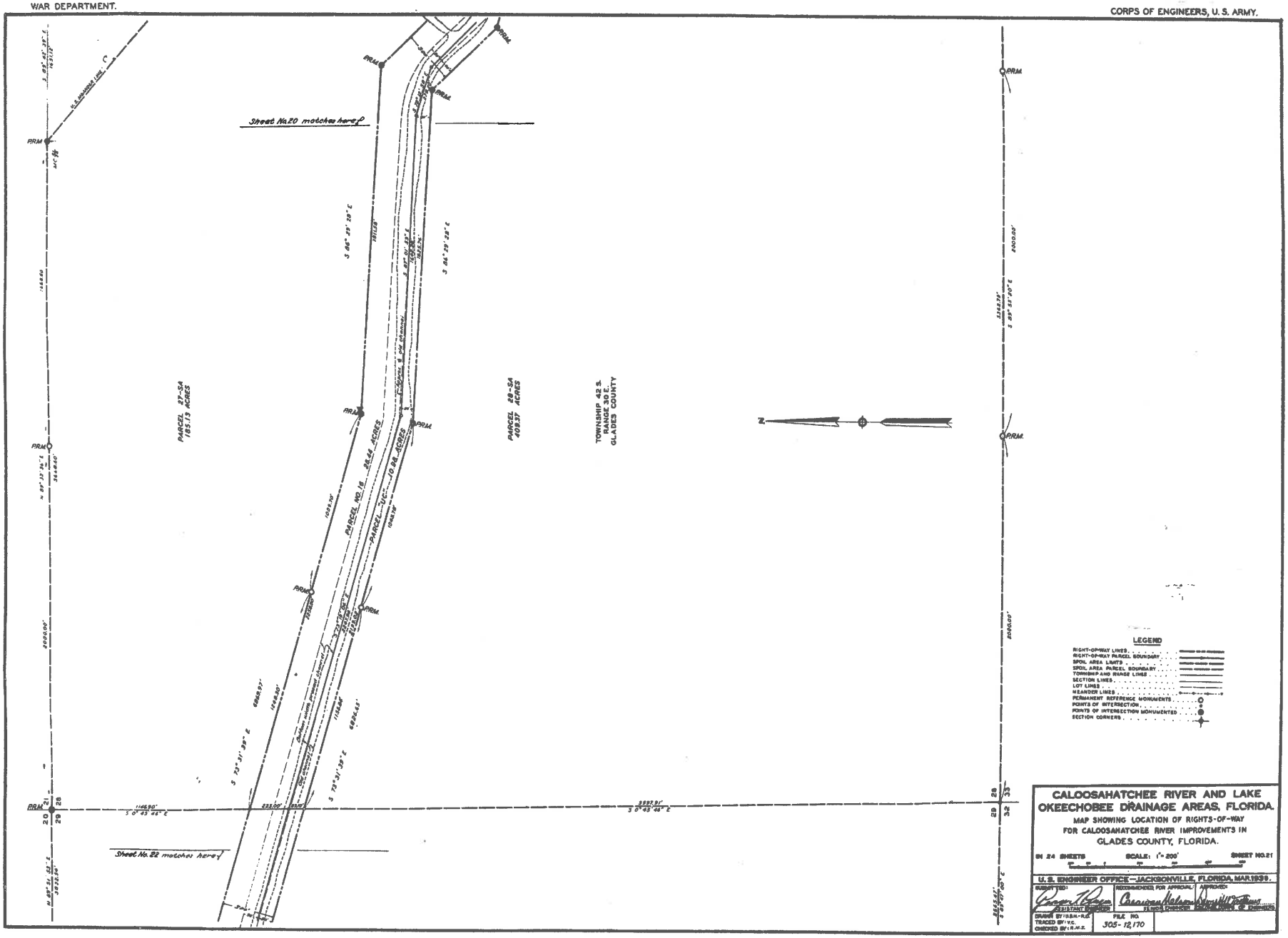
BOOK 2 PAGE 89-20



BOOK 2 PAGE 89-21

WAR DEPARTMENT.

CORPS OF ENGINEERS, U. S. ARMY.




# CALOOSAHATCHEE RIVER AND LAKE OKEECHOBEE DRAINAGE AREAS, FLORIDA.

MAP SHOWING LOCATION OF RIGHTS-OF-WAY FOR CALOOSAHATCHEE RIVER IMPROVEMENTS IN GLADES COUNTY, FLORIDA.

IN 24 SHEETS SCALE: 1" = 200' SHEET NO.21

U. S. ENGINEER OFFICE — JACKSONVILLE, FLORIDA, MAR. 1939.

SUBMITTED: Engineer Department

RECOMMENDED FOR APPROVAL: Chief, Engineer Section

APPROVED: Division Engineer, S. A. Division

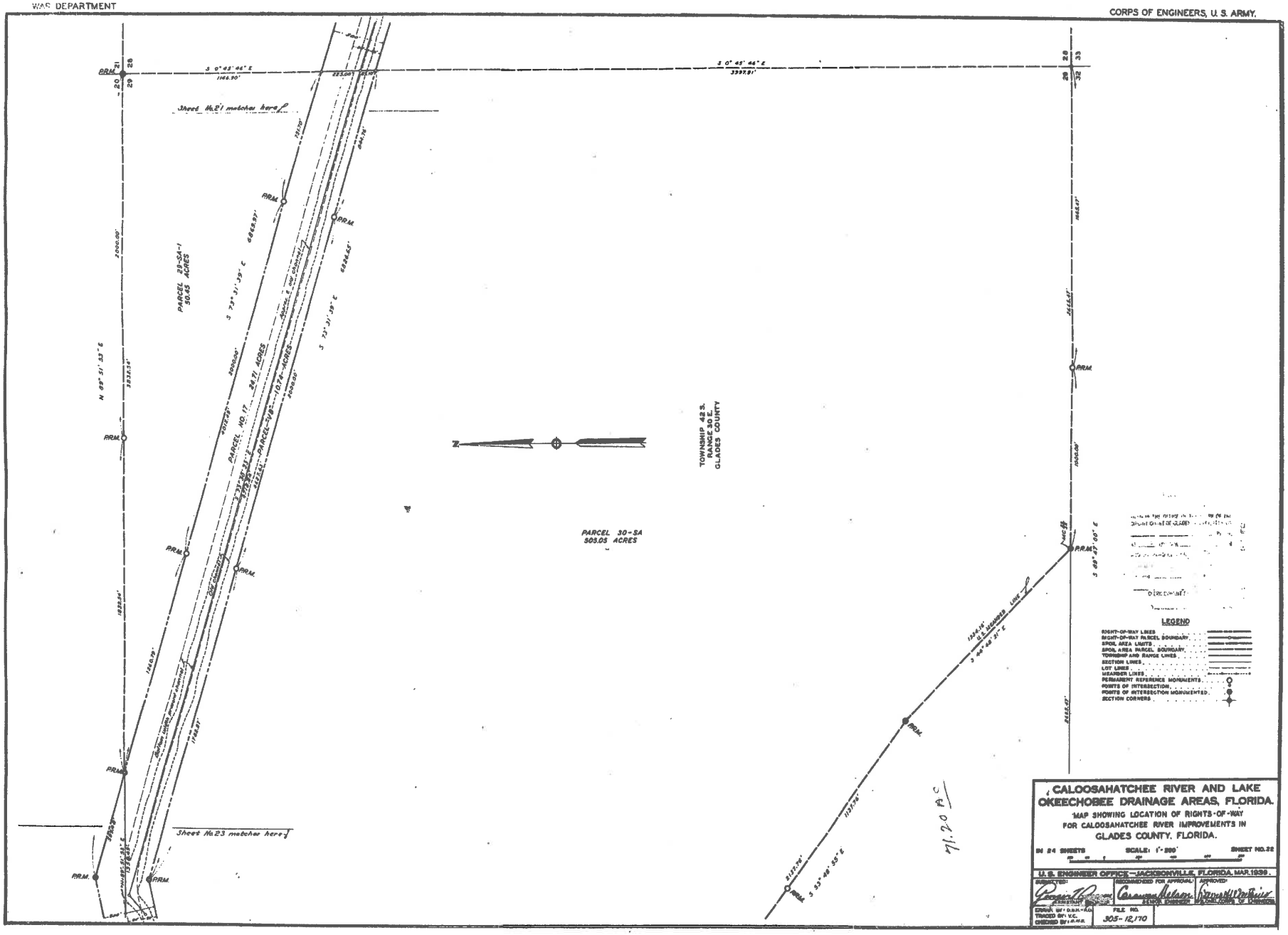
DRAWN BY: I.S.H.-R.C.
TRACED BY: V.C.
CHECKED BY: R.M.E.

FILE NO. 305-12,170

BOOK 2 PAGE 89-22

WAR DEPARTMENT

CORPS OF ENGINEERS, U. S. ARMY.




# CALOOSAHATCHEE RIVER AND LAKE OKEECHOBEE DRAINAGE AREAS, FLORIDA.

MAP SHOWING LOCATION OF RIGHTS-OF-WAY FOR CALOOSAHATCHEE RIVER IMPROVEMENTS IN GLADES COUNTY, FLORIDA.

IN 24 SHEETS SCALE: 1" = 200' SHEET NO. 22

U. S. ENGINEER OFFICE — JACKSONVILLE, FLORIDA, MAR. 1939.

SUBMITTED: RECOMMENDED FOR APPROVAL: APPROVED:

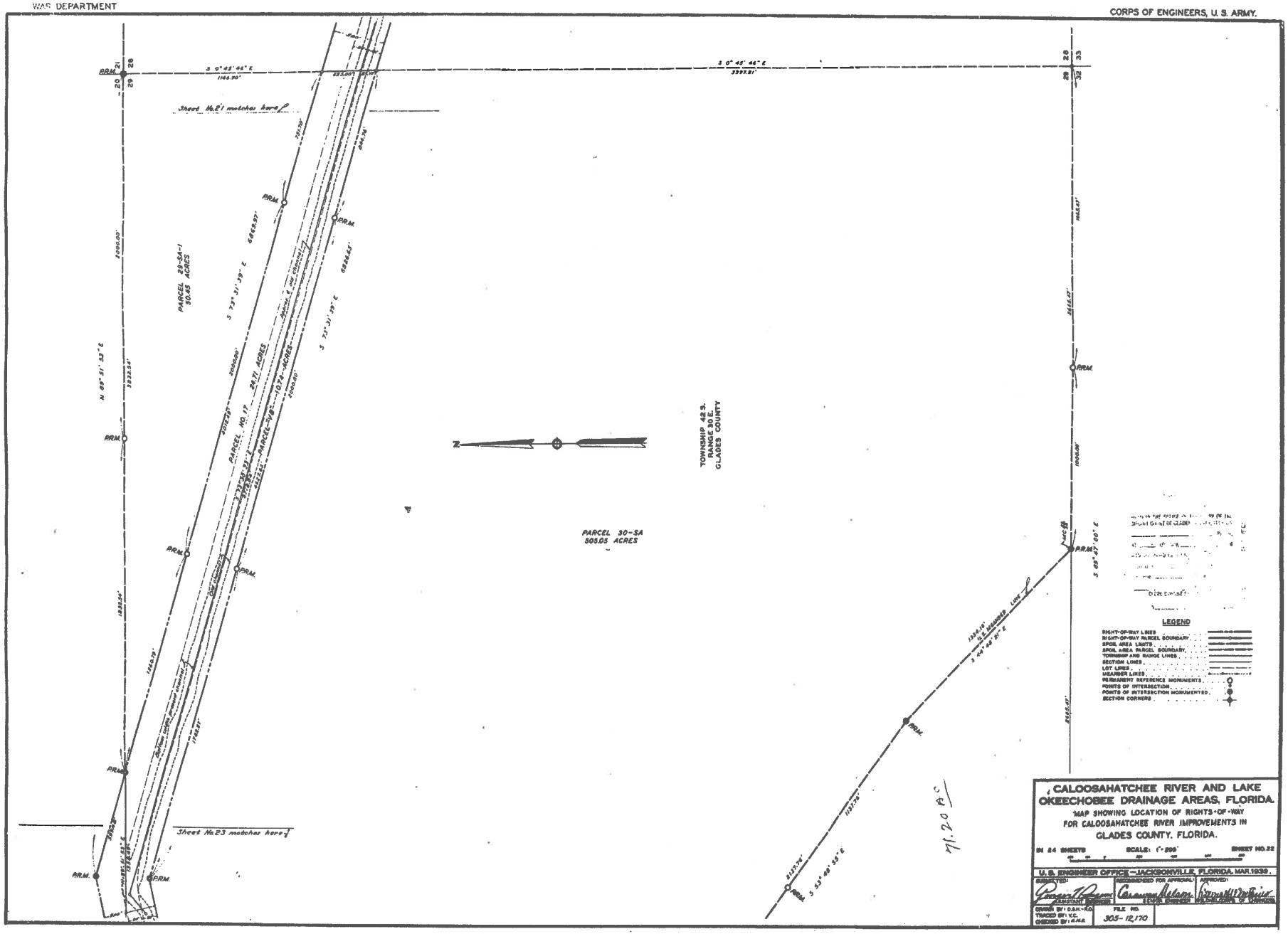
DRAWN BY: D.S.K.-H.A.
TRACED BY: V.C.
CHECKED BY: A.M.E.

FILE NO. 305-12,170

# BOOK 2 PAGE 89-22

WAR DEPARTMENT

CORPS OF ENGINEERS, U. S. ARMY.




CALOOSAHATCHEE RIVER AND LAKE OKEECHOBEE DRAINAGE AREAS, FLORIDA.

MAP SHOWING LOCATION OF RIGHTS-OF-WAY FOR CALOOSAHATCHEE RIVER IMPROVEMENTS IN GLADES COUNTY, FLORIDA.

IN 24 SHEETS SCALE: 1" = 200' SHEET NO. 22

U. S. ENGINEER OFFICE — JACKSONVILLE, FLORIDA, MAR. 1939.

SURVEYED: [illegible] ASSISTANT ENGINEER

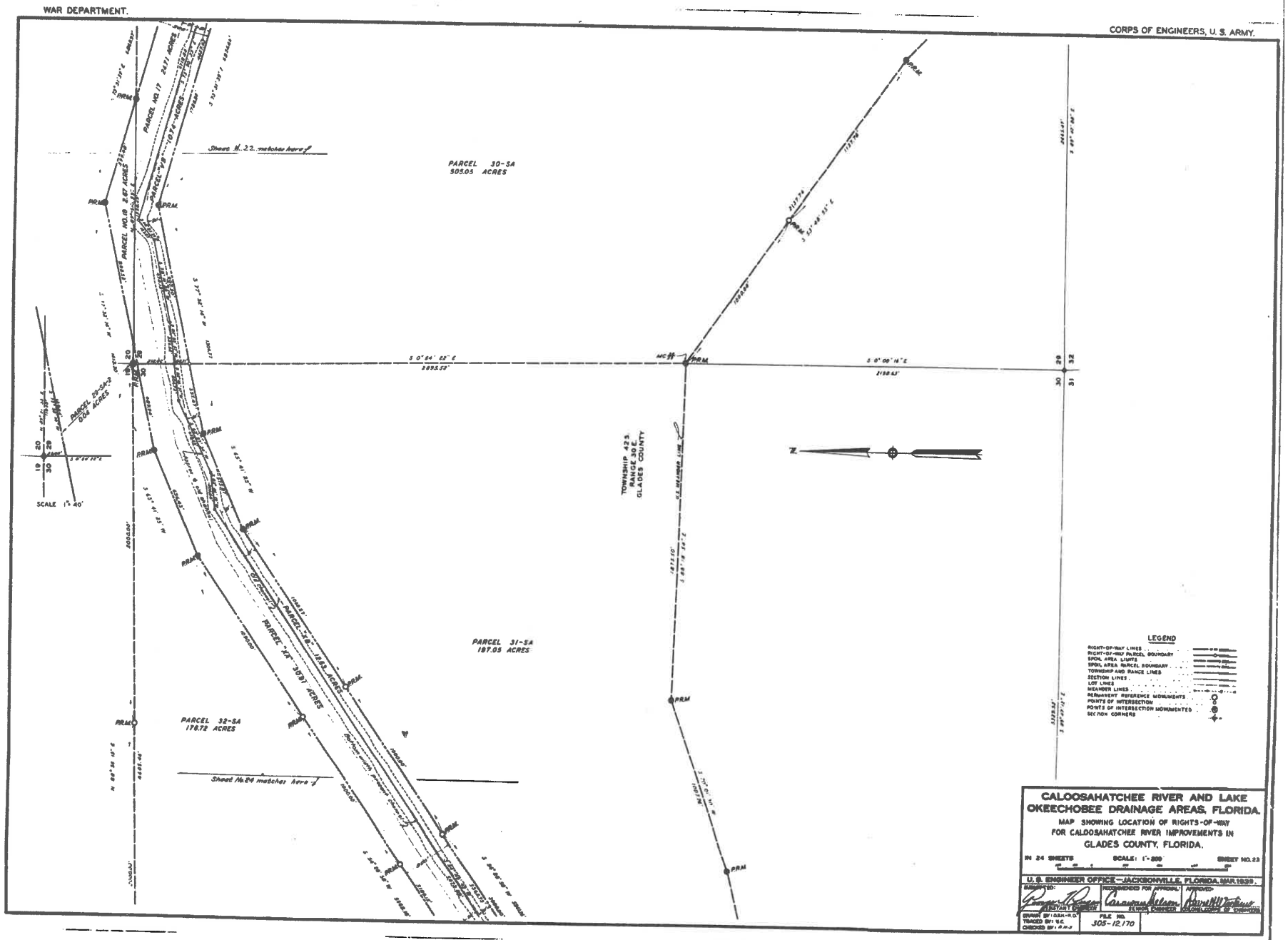
RECOMMENDED FOR APPROVAL: [illegible] SENIOR ENGINEER

APPROVED: [illegible] COLONEL, CORPS OF ENGINEERS, DISTRICT ENGINEER

DRAWN BY: D.A.H.-K.A.
TRACED BY: V.C.
CHECKED BY: H.M.E.

FILE NO. 305-12,170

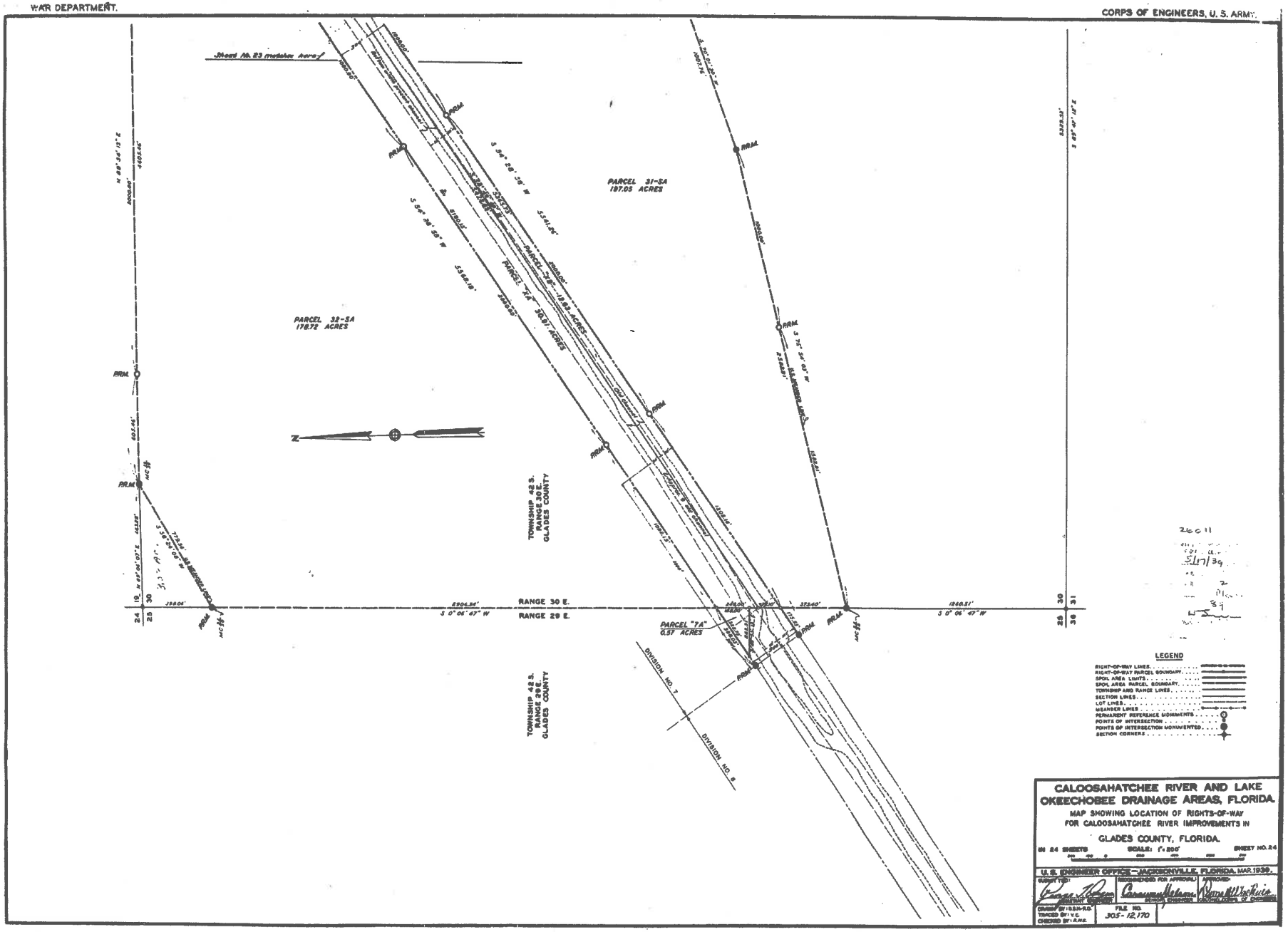
BOOK 2 PAGE 89-23



BOOK 2 PAGE 89-24

WAR DEPARTMENT.

CORPS OF ENGINEERS, U. S. ARMY.




# CALOOSAHATCHEE RIVER AND LAKE OKEECHOBEE DRAINAGE AREAS, FLORIDA.

MAP SHOWING LOCATION OF RIGHTS-OF-WAY FOR CALOOSAHATCHEE RIVER IMPROVEMENTS IN GLADES COUNTY, FLORIDA.

IN 24 SHEETS SCALE: 1" = 200' SHEET NO. 24

U. S. ENGINEER OFFICE — JACKSONVILLE, FLORIDA, MAR. 1939.

SURVEYED: RECOMMENDED FOR APPROVAL: APPROVED:

DRAWN BY I.S.H.-R.D. TRACED BY I.C. CHECKED BY I.A.M.C.

FILE NO. 305-12.170

37.00

#69705 O.R. Book 80 Page 1096

C-43
Sec. 5-A
Tract Nos. 1802
and 450-1

PERPETUAL EASEMENT

THIS INDENTURE, made this the 15th day of May A. D., 19 81 , by and between SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, with its principal office at 3301 Gun Club Road, and whose mailing address is Post Office Box V, West Palm Beach, of the County of Palm Beach, in the State of Florida, of the first part, hereinafter referred to as the Grantor, and the UNITED STATES OF AMERICA, whose address is c/o District Engineer, Department of the Army, Jacksonville District, Corps of Engineers, P. O. Box 4970, Jacksonville, Florida, 32201, of the second part, hereinafter referred to as the Grantee.

W I T N E S S E T H :

That for and in consideration of the sum of ONE DOLLAR ($1.00), and other good and valuable considerations paid in hand by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee, United States of America, and its assigns, the perpetual easement and right for and to the exclusive use and enjoyment of the following described lands situate in the County of Glades, State of Florida:

(AS DESCRIBED IN SCHEDULE "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.)

for the following purposes: The right and easement to enter upon with personnel, vehicles, materials, and equipment, construct pipelines over, dig or cut away, and remove any or all of the hereinabove described tract of land as may be required for the construction, operation and maintenance of the Caloosahatchee River or any part of Central and Southern Florida Flood Control Project, or any enlargement thereof, which may in the future be authorized by Congress, and to maintain the portion cut away and

Prepared by Robert Gratton, Esquire for and on behalf of
South Florida Water Management District, 3301
Gun Club Road, P. O. Box V, West Palm Beach, Florida 33402

removed as part of the navigable waters of the United States, and/or to deposit spoil or dredged materials on any portion of the right-of-way not cut away, reserving unto the Grantor the title to all such materials as may be excavated, dredged, cut away or otherwise removed from said above-described lands as may not be used or needed for future use by the Grantee for project purposes including related access roads; the right to regulate and maintain water levels for navigation and other project purposes within the right-of-way including the right to pass any or all quantities of water through said right-of-way which the Grantee deems necessary for project purposes and the right to regulate, control, and to prohibit the use and/or removal of water from said tract where, in the opinion of the Grantee, removal of water would adversely affect navigable depths within the right-of-way; the right to exercise any other right not hereinabove enumerated which in the opinion of the Grantee may be necessary for the construction, maintenance, and operation of the Central and Southern Florida Flood Control Project. Provided, however, this easement shall not be construed as conveying the right to construct a dike, levee, or fence upon the above-described lands, reserving unto the Grantor the right to regulate the removal of water from said tract of land for domestic, agricultural, commercial or other consumptive or nonconsumptive uses where such removal, in the opinion of the Grantee herein, will not impair navigation or the maintenance and operation of the Caloosahatchee River. All of the above rights herein conveyed shall be exclusive to the Grantee, its assigns and permittees. All of the covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective assigns.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise incident or appertaining to the only proper use, benefit and behoof of Grantee and its assigns forever.

IN WITNESS WHEREOF, the SOUTH FLORIDA WATER MANAGEMENT DISTRICT has caused these presents to be executed in its name and its official seal affixed hereto by its Governing Board, acting by the Vice Chairman of said Board and attested by its Assistant Secretary, at West Palm Beach, Palm Beach County, State of Florida, this the 15th day of May, A. D., 1981.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

By: _____
Vice Chairman

Legal Form Approved
SFWMD Office of Counsel

_____
Assistant Secretary

STATE OF FLORIDA
COUNTY OF GLADES
No. 69705
This instrument Filed and Recorded this 18th day of June 19 81 at 3:27 PM in O R Bk. No. 80 Page No. 1096 thru 1107
JERRY L. BECK, Clerk Circuit Court
_____ D.C.

STATE OF FLORIDA )
)
COUNTY OF PALM BEACH )

I HEREBY CERTIFY, that on this the 15th day of May, A. D., 1981, before me the undersigned authority, personally appeared ROBERT PADDOCK and J. R. WOBASKA, Vice Chairman and Assistant Secretary, respectively, of the Governing Board of SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation 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 purposes and uses therein mentioned, and that they affixed thereto the official seal of the Governing Board of South Florida Water Management District, and that the said instrument is the act and deed of said SOUTH FLORIDA WATER MANAGEMENT DISTRICT and the Governing Board thereof.

WITNESS my signature and official seal at West Palm Beach, Palm County and State, the day and year last aforesaid.

_____
Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires April 5, 1984

FILED WITH THE CLERK OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ON May 15, 1981
BY _____
DEPUTY CLERK

Schedule "A"

Canal 43, Section 5A
(Glades County)
Right of Way
Conveyance to U.S.A.
Tract No. 1802

A strip of land varying in width, being the Right of Way for Canal 43, Section 5A, in Glades County, Florida, through the following sections of land: Sections 25 and 26, Township 42 South, Range 30 East; Sections 25, 26, 27, 28, 29 and 30, Township 42 South, Range 31 East; Sections 29 and 30, Township 42 South, Range 32 East; said strip of land being specifically described as follows:

From a scribed 4"x4" lightwood post marking the Southeast (SE) corner of Section 26, Township 42 South, Range 30 East, the coordinates of which are X=805,964.06 and Y=890,296.44, bear North 0°03'17" West, along the East line of said Section 26, a distance of 867.98 feet to the meander corner common to Sections 25 and 26, Township 42 South, Range 30; Thence, North 1°11'00" East, continuing along the East line of said Section 26, a distance of 2,391.10 feet to the POINT OF BEGINNING;

Thence, North 85°31'53" East, a distance of 67.12 feet;

Thence, North 4°28'07" West, a distance of 60.00 feet;

Thence, North 85°31'53" East, a distance of 2,044.36 feet;

Thence, South 76°45'20" East, a distance of 165.00 feet;

Thence, South 22°27'45" East, a distance of 230.00 feet;

Thence, North 67°32'15" East, a distance of 320.00 feet;

Thence, South 76°45'20" East, a distance of 850.00 feet;

Thence, South 13°14'40" West, a distance of 40.00 feet;

Thence, South 76°45'20" East, a distance of 90.00 feet;

Thence, North 13°14'40" East, a distance of 40.00 feet;

Thence, South 76°45'20" East, a distance of 2,326.28 feet;

Thence, South 86°48'00" East, a distance of 1,670.00 feet;

Conveyance to U.S.A. (continued)

Thence, South 61°53'44" East, a distance of 280.00 feet;

Thence, North 28°06'16" East, a distance of 130.00 feet;

Thence, South 86°48'00" East, a distance of 1,682.86 feet;

Thence, North 83°54'38" East, a distance of 900.63 feet to a point of curvature of a curve to the right, having a central angle of 44°25'40" and a radius of 890 feet;

Thence, Southeasterly, along the arc of said curve, a distance of 690.12 feet to the point of tangency;

Thence, South 51°39'42" East, a distance of 1,145.42 feet;

Thence, South 71°48'00" East, a distance of 855.64 feet;

Thence, North 68°02'41" East, a distance of 525.00 feet;

Thence, South 88°45'24" East, a distance of 140.00 feet;

Thence, North 1°14'36" East, a distance of 60.00 feet;

Thence, North 68°02'41" East, a distance of 1,076.00 feet;

Thence, North 64°55'54" East, a distance of 1,809.88 feet;

Thence, North 76°59'08" East, a distance of 898.06 feet;

Thence, South 51°49'26" East, a distance of 1,501.20 feet;

Thence, South 4°35'55" East, a distance of 20.00 feet;

Thence, North 85°24'05" East, a distance of 200.00 feet;

Thence, North 4°35'55" West, a distance of 20.00 feet;

Thence, North 85°24'05" East, a distance of 166.88 feet;

Thence, North 4°35'55" West, a distance of 80.00 feet;

Thence, North 85°24'05" East, a distance of 1,051.38 feet

Thence, North 86°21'19" East, a distance of 1,723.35 feet;

Conveyance to U.S.A. (continued)

Thence, South 0°52'27" West, a distance of 80.25 feet;

Thence, North 86°21'19" East, a distance of 1,324.61 feet;

Thence, South 81°41'04" East, a distance of 1,530.00 feet;

Thence, South 8°18'56" West, a distance of 20.00 feet;

Thence, South 81°41'04" East, a distance of 180.00 feet;

Thence, North 8°18'56" East, a distance of 20.00 feet;

Thence, South 81°41'04" East, a distance of 2,155.00 feet;

Thence, South 8°18'56" west, a distance of 20.00 feet;

Thence, South 81°41'04" East, a distance of 150.00 feet;

Thence, North 8°18'56" East, a distance of 20.00 feet;

Thence, South 81°41'04" East, a distance of 3,175.00 feet;

Thence, North 8°18'56" East, a distance of 55.00 feet;

Thence, South 81°41'04" East, a distance of 1,790.00 feet;

Thence, South 8°18'56" West, a distance of 105.00 feet;

Thence, South 81°41'04" East, a distance of 200.00 feet;

Thence, North 8°18'56" East, a distance of 105.00 feet;

Thence, South 81°41'04" East, a distance of 4,120.00 feet;

Thence, South 8°18'56" West, a distance of 75.00 feet;

Thence, South 81°41'04" East, a distance of 2,431.84 feet;

Thence, South 58°14'00" East, a distance of 144.78 feet;

Thence, North 31°46'00" East, a distance of 150.00 feet;

Thence, South 81°41'04" East, a distance of 212.00 feet;

Thence, South 35°43'06" East, a distance of 55.64 feet;

Thence, South 8°18'56" West, a distance of 40.00 feet;

Conveyance to U.S.A. (continued)

Thence, South 81°41'04" East, a distance of 170.00 feet;

Thence, North 8°18'56" East, a distance of 100.00 feet;

Thence, South 81°41'04" East, a distance of 1,628.49 feet;

Thence, North 67°53'04" East, a distance of 1,554.53 feet;

Thence, South 22°06'56" East, a distance of 50.00 feet;

Thence, North 67°53'04" East, a distance of 250.00 feet;

Thence, North 22°06'56" West, a distance of 50.00 feet;

Thence, North 67°53'04" East, a distance of 1,500.00 feet;

Thence, South 22°06'56" East, a distance of 50.00 feet;

Thence, North 67°53'04" East, a distance of 250.00 feet;

Thence, North 22°06'56" West, a distance of 50.00 feet;

Thence, North 67°53'04" East, a distance of 5,240.70 feet;

Thence, North 0°33'26" East, a distance of 325.13 feet;

Thence, South 67°53'04" West, a distance of 105.42 feet;

Thence, North 0°20'39" East, a distance of 281.34 feet;

Thence, South 67°53'04" West, a distance of 8,928.27 feet;

Thence, North 81°41'04" West, a distance of 2,284.67 feet;

Thence, North 8°18'56" East, a distance of 40.00 feet;

Thence, North 81°41'04" West, a distance of 90.00 feet;

Thence, South 8°18'56" West, a distance of 40.00 feet;

Thence, North 81°41'04" West, a distance of 1,350.00 feet;

Thence, North 8°18'56" East, a distance of 20.00 feet;

Thence, North 81°41'04" West, a distance of 2,000.00 feet;

Thence, North 8°18'56" East, a distance of 20.00 feet;

Thence, North 81°41'04" West, a distance of 7,520.00 feet;

Conveyance to U.S.A. (continued)

Thence, North 8°18'56" East, a distance of 50.00 feet;

Thence, North 81°41'04" West, a distance of 154.13 feet;

Thence, South 1°35'00" East, a distance of 50.76 feet;

Thence, North 81°41'04" West, a distance of 798.17 feet;

Thence, North 70°22'36" West, a distance of 510.00 feet;

Thence, North 81°41'04" West, a distance of 1,350.00 feet;

Thence, North 8°18'56" East, a distance of 40.00 feet;

Thence, North 81°41'04" West, a distance of 100.00 feet;

Thence, South 8°18'56" West, a distance of 40.00 feet;

Thence, North 81°41'04" West, a distance of 1,620.00 feet;

Thence, South 86°21'19" West, a distance of 3,120.11 feet;

Thence, South 85°24'05" West, a distance of 999.27 feet;

Thence, North 73°12'41" West, a distance of 279.34 feet;

Thence, North 51°49'25" West, a distance of 1,444.45 feet;

Thence, South 76°59'08" West, a distance of 1,013.96 feet;

Thence, North 0°37'13" East, a distance of 70.00 feet;

Thence, North 89°22'47" West, a distance of 100.00 feet;

Thence, South 0°37'13" West, a distance of 94.26 feet;

Thence, South 76°59'08" West, a distance of 125.00 feet;

Thence, South 64°55'54" West, a distance of 1,913.79 feet;

Thence, South 68°02'41" West, a distance of 970.20 feet to the point of curvature of a curve to the right, having a central angle of 60°17'37" and a radius of 1,210 feet;

Thence, Westerly, along the arc of said curve, a distance of 1,273.31 feet to the point of tangency;

Conveyance to U.S.A. (continued)

Thence, North 51°39'42" West, a distance of 734.34 feet;

Thence, North 38°20'18" East, a distance of 20.00 feet;

Thence, North 51°39'42" West, a distance of 160.00 feet;

Thence, South 38°20'18" West, a distance of 20.00 feet;

Thence, North 51°39'42" West, a distance of 250.00 feet;

Thence, North 77°22'28" West, a distance of 394.64 feet;

Thence, South 83°54'38" West, a distance of 1,416.33 feet;

Thence, North 86°48'00" West, a distance of 2,658.07 feet;

Thence, North 3°12'00" East, a distance of 40.00 feet;

Thence, North 86°48'00" West, a distance of 160.00 feet;

Thence, South 3°12'00" West, a distance of 40.00 feet;

Thence North 86°48'00" West, a distance of 1,460.00 feet;

Thence, North 76°45'20" West, a distance of 2,959.72 feet;

Thence, South 85°31'53" West, a distance of 2,464.01 feet;

Thence, North 52°43'00" West, a distance of 280.08 feet;

Thence, South 37°17'00" West, a distance of 250.00 feet;

Thence, South 85°31'53" West, a distance of 2,134.70 feet;

Thence, North 0°38'13" East, a distance of 40.00 feet;

Thence, South 85°31'53" West, a distance of 90.00 feet;

Thence, South 0°38'13" East, a distance of 42.45 feet to the point of curvature of a curve concave to the Southeast (SE) having a central angle of 36°42'02", a radius of 1,825 feet and a long chord bearing of South 64°12'35" West;

Thence, Southwesterly, along the arc of said curve, a distance of 1,168.99 feet to the point of tangency;

Thence, South 45°51'34" West, a distance of 768.79 feet to the intersection thereof with the Easterly line of parcel "4-CSAX", as shown on Sheet 19 of the

Conveyance to U.S.A. (continued)

Right of Way Map of The Caloosahatchee River Improvements, according to the plat thereof, as recorded in Plat Book 2, page 89, Glades County, Florida, public records;

Thence, South 44°14'54" East, along said Easterly line and its Southeasterly extension, a distance of 219.11 feet to the intersection thereof with the Northerly extension of the East line of Parcel "STYX", as shown on said Sheet 19;

Thence, South 4°18'14" East, along the Northerly extension of said East line, a distance of 203.00 feet to the Northeast (NE) corner of said Parcel "STYX";

Thence, continue South 4°18'14" East, along the East line of said Parcel "STYX", a distance of 208.36 feet;

Thence, North 45°51'34" East, a distance of 413.18 feet;

Thence, South 44°08'26" East, a distance of 50.00 feet;

Thence, North 45°51'34" East, a distance of 100.00 feet;

Thence, North 44°08'26" West, a distance of 50.00 feet;

Thence, North 45°51'34" East, a distance of 518.73 feet to the point of curvature of a curve to the right, having a central angle of 39°40'19" and a radius of 1,290 feet;

Thence, Northeasterly, along the arc of said curve, a distance of 893.20 feet to the end of said curve;

Thence, North 4°28'07" West, a distance of 10.00 feet;

Thence, North 85°31'53" East, a distance of 2,780.00 feet;

Thence, South 4°28'07" East, a distance of 60.00 feet;

Thence, North 85°31'53" East, a distance of 12.88 feet to the POINT OF BEGINNING.

Less, however, the Right of Way for the Caloosahatchee River Canal, as shown on the

Conveyance to U.S.A. (continued)

map of plat thereof, as recorded in Plat Book 2, page 89, Glades County, Florida, public records.

THE BEARINGS AND COORDINATES in the above description refer to the standard plane rectangular coordinate system for the East Zone of Florida.

October 28, 1977

CANAL 43, SECTION 5A
GLADES COUNTY
RIGHT OF WAY

Additional Conveyance to U. S. A.
Tract No. 450-1

A parcel of land in Section 27, Township 42 South, Range 30 East, lying Southerly of the Right of Way of the Caloosahatchee River Improvements (Ortona Lock), according to the plat thereof, as recorded in Plat Book 2, page 89, Glades County, Florida, public records; said parcel of land being specifically described as follows:

From a concrete monument marking the Southeast (SE) corner of said Section 27, the coordinates of which are X = 400,658.18 and Y = 890,311.08, bear North 0°03'06" East, along the East line of said Section 27, a distance of 1627.50 feet to the intersection thereof with the Southerly Right of Way line of the said Caloosahatchee River Improvements and the Point of Beginning;

Thence, South 85°41'46" West, along said Southerly Right of Way line, a distance of 209.60 feet; thence, South 50°00'00" East, a distance of 150.00 feet; thence, North 40°00'00" East, a distance of 146.40 feet to the Point of Beginning.

THE BEARINGS AND COORDINATES refer to the standard plane rectangular coordinate system for the East Zone of Florida.

YVS:hl:pr 2/18/74

MORTGAGE

THIS MORTGAGE DEED executed the 19th day of March, A.D., 1957, by BURILLA HANCOCK, widow, WILLIAM RUSSELL HANCOCK, single, and ROBERT TERRY HANCOCK, JR. and MIRIAM P. HANCOCK, his wife, of the County of Hernando and State of Florida, parties of the first part, hereinafter called the Mortgagors, to the HERNANDO STATE BANK, a corporation existing under the laws of the State of Florida, with its permanent postoffice address at Brooksville, Florida, party of the second part, hereinafter called the Mortgagee.

WITNESSETH, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the Mortgagors Hereby grant, bargain, sell, alien, remise, convey and confirm unto the Mortgagee all the certain land of which the Mortgagors are now seized and in possession, situate in Hernando County, Florida, viz:

Lots Three (3) and Four (4) of Block 7, also described as the South Half (S½) of Block 7, Plat of the original Town of Brooksville, now City of Brooksville, in the County and State aforesaid.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee in fee simple.

AND the Mortgagors covenant with the Mortgagee that the Mortgagors are indefeasibly seized of said land in fee simple; that the Mortgagors have good right and lawful authority to convey said land as aforesaid; that the Mortgagors will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances; that it shall be lawful for said Mortgagee, at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land.

PROVIDED ALWAYS, that if said Mortgagors shall pay unto said Mortgagee the certain promissory note hereinafter substantially

STATE OF FLORIDA DOCUMENTARY STAMPS ARE ATTACHED TO ORIGINAL NOTE

RICHARD E. MOORE, ATTORNEY AT LAW, HERNANDO STATE BANK BUILDING, BROOKSVILLE, FLA.

$2.20 in payment of Fees on Intangible Personal Property Tax to Chapter [illegible], Laws of Florida, Act [illegible]

Maria B. Kingsland
Tax Collector Hernando County Florida

copied or identified, to-wit: O. R. BOOK [redacted] PAGE 530

## PROMISSORY INSTALLMENT NOTE

$1,300.00

Brooksville, Florida
March 19, 1957

For value received, I or we, jointly and severally, promise to pay to the order of the HERNANDO STATE BANK, Brooksville, Florida ONE THOUSAND THREE HUNDRED ($1,300.00) and 00/100 DOLLARS at the office of the Hernando State Bank, Brooksville, Florida in twenty-six (26) monthly installment of FIFTY ($50.00) and 00/100 DOLLARS each, the first installment to become due and payable on or before the 19th day of April, 1957, and one installment to become due and payable on or before the 19th day of each succeeding month until the whole of said indebtedness is paid, with interest from date at the rate of six (6%) per cent. per annum, payable monthly on the unpaid balance, in addition to the payments aforesaid on the principal sum.

If any installment of this note is not paid at the time and place specified, the entire amount unpaid shall be due and payable at the election of the holder hereof. All parties hereto, whether makers, endorsers, sureties, guarantors, or otherwise, hereby waive demand, notice and protest. If placed in the hands of an attorney for collection, we jointly and severally agree to pay reasonable attorney's fees, and the cost of abstract of title to lands, if any lands be pledged, as security for this note.

s/ Burilla Hancock (SEAL)
Burilla Hancock

s/ William Russell Hancock (SEAL)
William Russell Hancock

s/ Robert Terry Hancock, Jr. (SEAL)
Robert Terry Hancock, Jr.

s/ Miriam P. Hancock (SEAL)
Miriam P. Hancock

And shall perform, comply with and abide by each and every the stipulations, conditions and covenants thereof, and of this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagors hereby further covenant and agree to pay promptly when due the principal and interest and other sums of

RICHARD E. McGEE
ATTORNEY AT LAW
HERNANDO STATE
BANK BUILDING
BROOKSVILLE, FLA.

money provided for in said note and this Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than $1,300.00 of the Broad Form Type Coverage, in a company or companies acceptable to the Mortgagee, the policy or policies to be held by, and payable to said Mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the Mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the Mortgagors for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagors to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this Mortgage, or either. In the event the Mortgagors fail to pay, when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

IF any sum of money herein referred to be not promptly paid in the manner and at the times and place specified, or if each and every the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise

RICHARD E. McGEE
ATTORNEY AT LAW
HERNANDO STATE
BANK BUILDING
BROOKSVILLE, FLA.

any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Mortgage accrued or thereafter accruing.

WHEREVER used herein the terms "mortgagors" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described, if more than one.

IN WITNESS WHEREOF, the said Mortgagors have hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Thos. K. Dawson

Burilla Hancock (SEAL)
Burilla Hancock

(SEAL)
William Russell Hancock

Robert Terry Hancock (SEAL)
Robert Terry Hancock, Jr.

Miriam P Hancock (SEAL)
Miriam P. Hancock

# 148

STATE OF FLORIDA
COUNTY OF HERNANDO

Filed MAR 26 1957 Book No. 26 Page 495 Records of said County
Clerk Circuit Court, Hernando County, Florida
By Minnie McCray D.C.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared BURILLA HANCOCK, widow, WILLIAM RUSSELL HANCOCK, single, and ROBERT TERRY HANCOCK, JR. and MIRIAM P. HANCOCK, his 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.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of March, A.D., 1957.

Thomas K. Dawson
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large.
My Commission expires Sept. 8, 1957.
Bonded by Hartford Fire & Casualty Co.

RICHARD E. McGEE
ATTORNEY AT LAW
HERNANDO STATE
BANK BUILDING
BROOKSVILLE, FLA.

11/17/71
O. R. Bk. | page 877
BOOK 154 PAGE 96

GLADES CO.# 09

RECORDED IN OFFICIAL RECORDS
HENDRY COUNTY, FLORIDA

1972 AUG 23 AM 11:43

CLERK CIRCUIT COURT

72 2794

# CLARIFICATION AND MODIFICATION OF EXISTING DRAINAGE EASEMENT AGREEMENT

INDEXED

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

STATE OF FLORIDA — No. 52109
COUNTY OF GLADES
This instrument Filed and Recorded this 23rd day of August 1972 at 2:00 P.M. in O.R. Bk # 52 Page # 877-896 incl.
JAMES H. DILLEY, Clerk Circuit Court
A. M. [illegible] Deputy Clerk

THIS INSTRUMENT WAS PREPARED BY:
LLOYD G. HENDRY, Attorney at Law
2100 SECOND STREET, 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 ditficulties 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:

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

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 Troxel
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 18th day of August 1971.

My Commission expires:

Notary Public

Notary Public, State of Florida at Large
My Commission Expires [illegible]
Bonded by American Fire & Casualty Co.

1-10-73

BOOK 154 PAGE 109

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:
Jan. 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.

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"

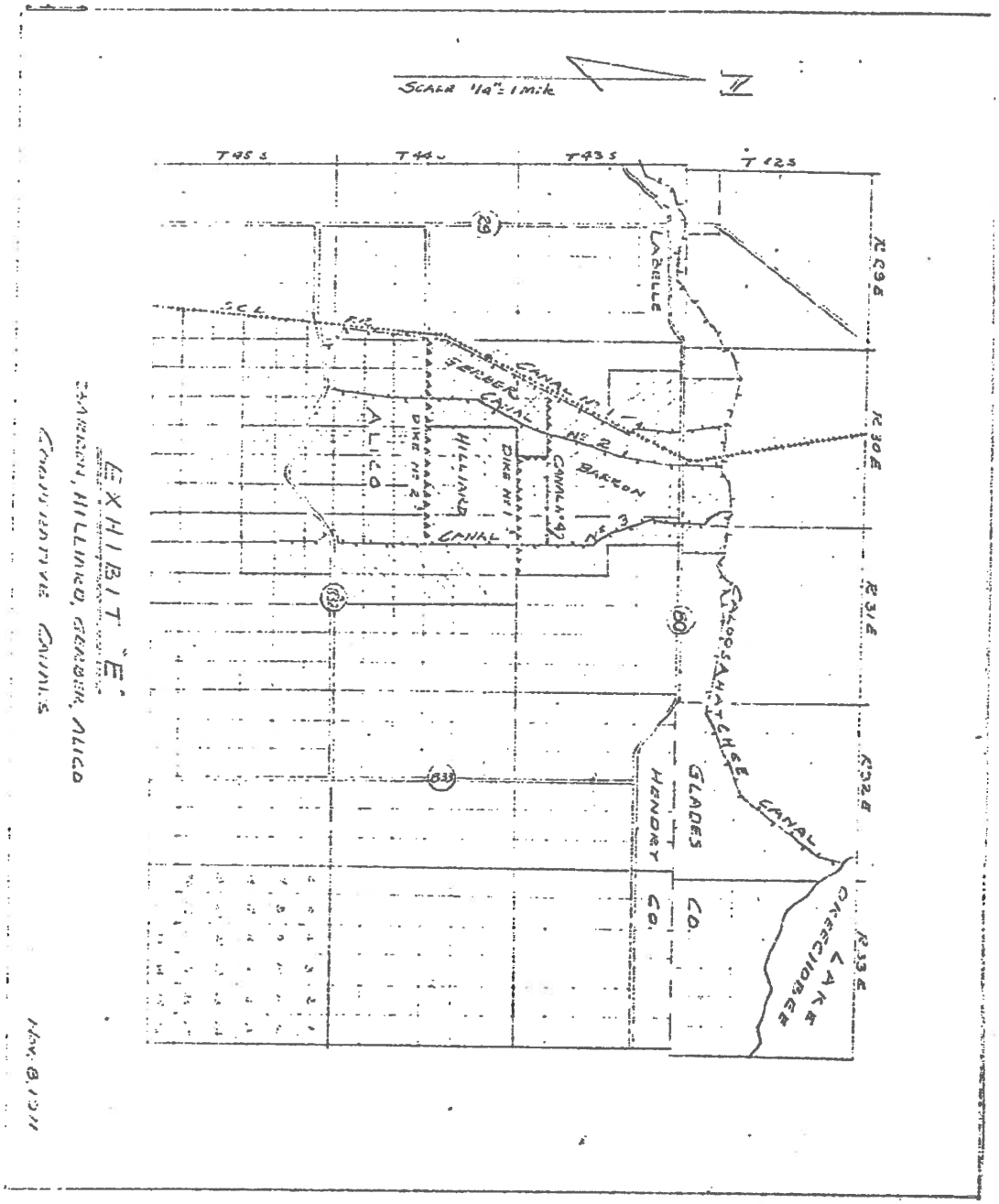
Range 30 East, Township 43 South:
Sections 33 and 34, and that portion of Section 32 East of the Seaboard Coast Line Railroad right-of-way

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

GLADES CO. # 52109 O. R. Bk. 52, page 896

BOOK 154 PAGE 115



Record 21 pgs

#74411 O.R. Book 88, Page 1038

A G R E E M E N T

STATE OF FLORIDA
COUNTY OF GLADES
This Instrument Filed and Recorded this 21st
day of Sept. 1983 at 2:50 P.M. in
O R Bk. No. 88 Page No. 1038-1042
JERRY L. BECK, Clerk Circuit Court
Margaret E. Snyder D.C.

No. 74411

This AGREEMENT is made this 16th day of August 1983, between General Development Corporation, A Deleware corporation (hereinafter designated as GENERAL), the Barron Water Control District, an independent special District established in accordance with Chapter 298 of the Florida Statutes, (hereinafter designated as DISTRICT), and the Port LaBelle Community Development District, an independent taxing District established under provisions of Chapter 190 of the Florida Statutes, (hereinafter designated as CDD).

The purpose of this AGREEMENT is to:

A. Replace in its entirety the ASSIGNMENT of May 11, 1977 (as recorded on page 172, vol 235 of the Official Records of Hendry County, Florida and the addenda thereto of 8 January 1981 and 28 September 1982.

B. To clarify and set forth the mutual obligation of GENERAL, CDD and DISTRICT with respect to the design, construction, acceptance, ownership and maintenance of those works, including private streets, canals, parks, water control structures, greenbelts, drainage swales and retention areas, described in the PLAN OF WATER MANAGEMENT, dated June 1975, prepared by Gee & Jenson, Consulting Engineers, Inc., and recommended in the COMMISSIONER'S REPORT of July 1975.

JERRY BECK CLERK GLADES COUNTY 83 SEP 21 PM 2:50 RECD

C. To transfer the responsibility from GENERAL to DISTRICT for carrying out the terms of the JOINT TRUST AGREEMENT of March 9, 1962 (and the CLARIFICATION of November 22, 1971) said agreement being defined as follows:

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 LaBelle, 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 LaBelle, 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, Florida in Official Record Book 56 at Page 396;

AND

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.

R E C I T A L S

1. GENERAL acquired in 1972 the 31,336.10 acres of property in Hendry County and Glades County, Florida (then known as the Barron Ranch and now known as Port LaBelle) by purchase from W.B. Barron, Lois H. Barron, his wife and Ella Hendry. The terms of the sale from Barron to GENERAL included transfer of Barron's rights and responsibilities under the so-called "Joint Trust Agreement".

2. GENERAL, recognizing the need for an appropriate agency to maintain and operate the drainage system for Port LaBelle subsequent to completion of construction and to assume GENERALS responsibility for the Joint Trust Agreement, in 1972 petitioned the Circuit Court to establish an independent district under the authority of Chapter 298 of the Florida Statutes (Case 72-197 in the Circuit Court of the Twentieth Judical Circuit), such petitions being granted on May 8, 1975.

3. The duly elected supervisors of the district, in accordance with the statute, selected a Chief Engineer and authorized the preparation of a PLAN OF RECLAMATION aka Plan of Water Management. Said plan was completed by Gee & Jenson in June of 1975, whereupon the Board petitioned the court to appoint the required Board of Commissioners to estimate costs, benefits and damages.

4. The report, prepared by the above Board of Commissioners, in July 1975, indicated estimated costs of $7,269,500, benefits of $23,498,325 and no damages. No land acquition costs were included since the Board determined that the "Major Landowner" (GENERAL) had agreed to donate rights-of-way required for the PLAN. This report was accepted by the Court.

5. In accordance with the provisions of Chapter 298, DISTRICT was empowered to assess Landowners within the District the amount of estimated costs of design and construction of the required works however, since GENERAL had the engineering and planning staff required for design, and the construction capability to carry out the works and had approved development orders for the entire area; it was agreed by GENERAL and DISTRICT to forego such cash assessments in favor of actual execution of the work by GENERAL.

6. In 1977, work had been completed in portions of plat units 4 and 5, and routine maintenance by DISTRICT was becoming necessary. However, plans for other units were not sufficiently far advanced to permit legal description of drainage improvements to be donated to DISTRICT. Accordingly, an interim assignment from GENERAL to DISTRICT (referred to in A above) was executed to permit DISTRICT to Maintain completed areas. This assignment was also used to transfer GENERALS responsibility under the Joint Trust Agreement.

7. The Port LaBelle Community Development District, created under the provisions of Chapter 190 of the Florida Statutes, includes all of Port LaBelle, except plat units 4 and 5, Holiday Park Unit 1 (a part of unit 1) and the Villas. Its powers and functions include, among others, responsibility for maintenance of streets (other than those dedicated to the County), parks, greenbelts (other than those parts thereof required for drainage which is the responsibility of DISTRICT).

8. Construction work in additional units of Port LaBelle, not covered by the original "Assignment" to DISTRICT, is now in process, and will require maintenance by DISTRICT and CDD in the near future, subject to inspection and acceptance.

NOW THEREFORE

GENERAL, CDD AND DISTRICT hereby mutually agree as follows:

1. DISTRICT and GENERAL hereby reconfirm the understanding that, in lieu of the assessment of $7,369,500 on the landowners, GENERAL will design and construct,

at GENERALS sole expense the improvements set forth in the PLAN OF WATER MANAGEMENT (including applications for all required constructions and use permits) in accordance with the time schedule set forth in performance bonds on file with Hendry and Glades Counties for road construction. At the completion of each sub-system, subject to a joint inspection as to compliance with the PLAN, DISTRICT will assume maintenance and operating responsibility for said sub-system. GENERAL will consult with DISTRICT during design to ensure economically feasibly operating characteristics, and will transfer all relevant permits to DISTRICT.

2. DISTRICT hereby confirms its acceptance of responsibility for administration of the original Barron rights and responsibilities under the Joint Trust Agreement, (as previously agreed in the 1977 Assignment) and its obligation to maintain same, although the canals in question (with their appurtenant control structures) have not yet been reconstructed in accordance with the PLAN. GENERAL agrees to take the future operating characteristics of these canals for drainage and irrigation into consideration in the design of the facilities and to expedite plans for the ultimate system.

3. DISTRICT has no objection after development is essentially complete, to the transfer of ownership from GENERAL to the Port LaBelle Community Development District of greenbelts, private streets, bridges, culverts and water control structures (in all units except 4, 5, Holiday Park Unit 1 section of unit 1 and the Villas), either directly or through the applicable Property Owners Association, provided that GENERAL or applicable Property Owners Association grants and records a non-exclusive drainage, maintenance, and access easement to the District over all the greenbelt tracts and private streets and that the conveyance deed to CDD be subject to said easement. In addition, DISTRICT and CDD is to enter into an agreement defining limits of responsibility for each agency.

4. GENERAL hereby confirms that ownership of greenbelt and other previously designated areas (including water control structures) in plat unit 4, 5 and Holiday Park unit 1 as directly pertain to drainage requirements in those units, has been or will be conveyed to the applicable Property Owners Association with a document recorded granting DISTRICT an easement over the entire greenbelt areas

and private streets as set forth in the Covenants and Restrictions recorded for each plat unit.

5. DISTRICT and GENERAL agree that water levels in golf course lakes and waterways should be normally controlled by GENERAL, its successors or assigns, but that DISTRICT has final authority to require opening or closing of golf course outfall structures in the best interest of the overall community when emergencies occur.

Attest:

Attest:

Attest:

General Development Corporation

By

FORM APPROVED ATTORNEY

Barron Water Control District

By

Port LaBelle Community Development District

By
President

Recording 2.00
State .30
Sur .15
Int. Tax
2.00

# 52102 O. R. Bk. 52, page 826

PROJECT: Okeechobee Waterway, Florida
TRACT NOS: 1700E-1, -2, -3, and
1800E-1, -2, -3, and
1900E-1, -2.

## EASEMENT DEED

THIS INDENTURE, made this the 18th day of August, A. D. 1972, by and between LOIS H. BARRON, also known as LOIS HENDRY BARRON, joined by her husband, W. B. BARRON, of the County of Hendry, in the State of Florida, c/o Julian D. Clarkson, 2100 Second Street, Fort Myers, Florida, of the first part, hereinafter referred to as the Grantors; and the UNITED STATES OF AMERICA, of the second part, hereinafter referred to as the Grantee, whose address is c/o District Engineer, U. S. Army Engineer District, Jacksonville, P. O. Box 4970, Jacksonville, Florida 32201.

WITNESSETH: That for and in consideration of the premises and ONE DOLIAR ($1.00), and other good and valuable considerations, paid, the receipt of which is hereby acknowledged, the Grantors do hereby grant, bargain, sell and convey unto the Grantee, the UNITED STATES OF AMERICA, and its assigns, the perpetual and assignable easement and right-of-way in, on, over and across the land situate, lying and being in the County of Glades, State of Florida, more particularly described in Schedule A, attached hereto and made a part hereof, to construct, operate, maintain, repair, replace and remove pipelines used in connection with the transmission of dredged materials to or across said tract of land, and for the purpose of depositing waste material, dredged or excavated materials on said land; the right to excavate ditches and construct dikes, mounds and control works; and to use for the future maintenance and any future enlargement of said project as may be authorized by Congress; together with the right to clear, cut, fell, remove and dispose of any and all timber, trees, underbrush, buildings, improvements and/or other obstructions therefrom; the right to alter the grade of said land from time to time;

FLORIDA 30

STATE OF FLORIDA DOCUMENTARY AUG 22 1972 $.55

THIS INSTRUMENT WAS PREPARED BY:
LLOYD G. HENDRY, Attorney at Law
2100 SECOND STREET, FORT MYERS, FLORIDA 33901
HENDERSON, FRANKLIN, STARNES & HOLT P. O. BOX 280 FORT MYERS, FLORIDA 33902

to plant thereon trees, grass, shrubs and other vegetation with the right to cut and remove, protect, maintain and otherwise control vegetation and prevent the construction of or maintenance of structures; to install, maintain and service aids to navigation, together with the right to install and maintain electric power lines to serve the same, and for such other purposes as may be required in connection with said work of improvement, reserving, however, to the Grantors, their heirs and assigns all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

Either party hereto, upon giving not less than 15 days written notice to the other, shall have the right at any time to remove earth, stone, dirt, or other material from said area, including, but not limited to, removal of spoil or excavated material which may have been, at any time, deposited in said area and to sell or otherwise dispose of same, retaining the proceeds of sale, with full and peaceable use of such area by vehicles, men and equipment engaged to such removal operation; provided, however, that removal of such materials shall not degrade the surface below the elevations set forth for each of the spoil areas described on Exhibit A attached hereto and such removal operation by the owner of the underlying fee title shall not occur during any period the area is in use in connection with maintenance dredging. Dikes shall not be degraded except to the extent necessary to accommodate a haul road or cattle crossings.

It is distinctly understood and agreed that neither the Grantee herein nor its assigns are under any obligation to use subject property for the deposit of dredged materials.

It is further understood and agreed that should the Grantee use the entire above described area or any part of said area, for the deposit of dredged or excavated material, no commitment,

agreement or limitation is placed upon the use of the area with regard to the height to which said area may be filled.

It is further understood and agreed that no commitment, agreement or guarantee has been made by the Grantee to the Grantors with regard to the type or composition of the dredged or excavated material which may be placed upon the above-described area.

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

Signed, Sealed and Delivered
in the Presence of:

Lois H. Barron
Lois H. Barron, also known
as Lois Hendry Barron

W. B. Barron
W. B. Barron

STATE OF FLORIDA :

COUNTY OF LEE :

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, LOIS H. BARRON, also known as LOIS HENDRY BARRON, joined by her husband, W. B. BARRON, to me well known and known to me to be the individuals described in and who executed the foregoing deed, and have acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Fort Myers, in the State and County above mentioned, this the 18th day of August, A. D. 1972.

Notary Public

My commission expires: Notary Public, State of Florida at Large
My Commission Expires Jan. 10, 1973
Bonded By American Fire & Casualty Co.



HENDERSON, FRANKLIN, STARNES & HOLT P. O. BOX 280 FORT MYERS, FLORIDA 33902

## SCHEDULE "A"

The minimum elevation to which each of the Spoil Areas shall be degraded - is as follows: Elevations shown are based on U.S.C. & G.S. Mean Sea Level Datum:

| Spoil Area | | Elevation |
|---|---|---|
| M.S.A. 42 | Tract 1700 E-1 | 8.5 |
| 43 | 1700 E-2 | 9.0 |
| 44 | 1700 E-3 | 6.0 |
| 45 | 1800 E-1 | 9.0 |
| 46 | 1800 E-2 | 13.0 |
| 47 | 1800 E-3 | 12.5 |
| 48 | 1900 E-1 | 12.0 |
| 49 | 1900 E-2 | 12.0 |

# 52102 O. R. Bk. 52, page 830

DESCRIPTION OF M.S.A. 42

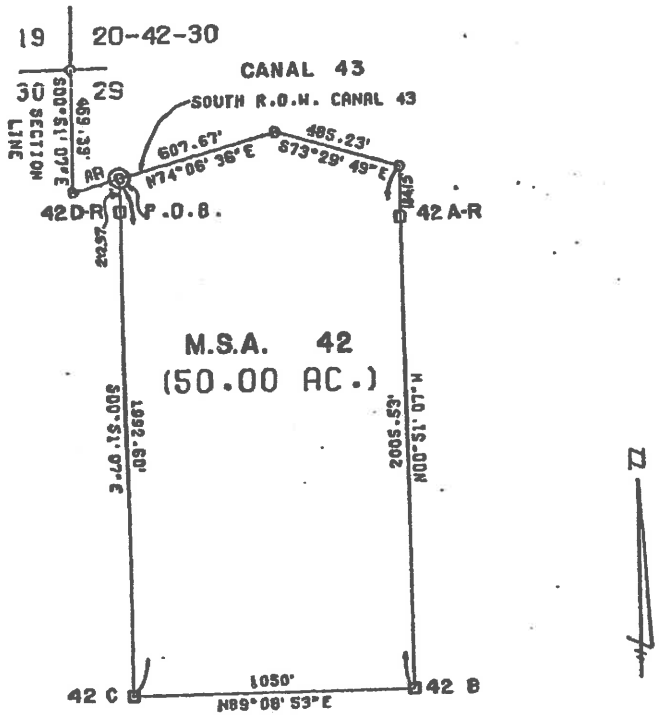
TRACT 1700 E-1

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 S 00°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, thence run N 74°06'36"E along said South Right of Way line for 186.36 feet to the Point of Beginning.

From said Point of Beginning run N 74°06'36"E along the South Right of Way line of Canal 43 for 607.67 feet; thence run S 73°29'49"E still along said Right of Way line for 485.23 feet; thence run S 00°51'07"E parallel with the West Section line of said Section 29 for 2005.53 feet; thence run S 89°08'53"W for 1050.00 feet; thence run N 00°51'07"W parallel with the West Section line of said Section 29 for 1992.60 feet to the Point of Beginning.

The above described parcel of land contains 50.00 acres more or less, and is more particularly shown on the attached Sketch of Survey which reflects established monumentation of the boundary of said parcel of land.




□ INDICATES STAMPED BRASS DISC SET IN CONCRETE MONUMENT
42C INDICATES DESIGNATION OF MONUMENT AS STAMPED ON BRASS DISC.

| ID | DIST | BEARING |
|---|---|---|
| AA | 186.36 | N74°06'36"E |

| POINT | COORDINATES NORTH (Y) | EAST (X) | ELEVATION |
|---|---|---|---|
| 42 A-R | 895,214.585 | 385,826.997 | 10.23 |
| 42 B | 893,393.407 | 385,854.078 | 9.12 |
| 42 C | 893,377.795 | 384,804.194 | 8.79 |
| 42 D-R | 895,157.229 | 384,777.734 | 8.60 |

NOTE: COORDINATES BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE.

SKETCH OF SURVEY
M.S.A. 42
TRACT 1700 E-1
GLADES COUNTY, FLORIDA
JULY 1972 SCALE 1"=500'

I HEREBY CERTIFY THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Paul F. Rosskamp

PAUL F. ROSSKAMP, FLORIDA #1940
GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SO. BAYSHORE DRIVE
MIAMI, FLORIDA

DESCRIPTION OF M.S.A. 43

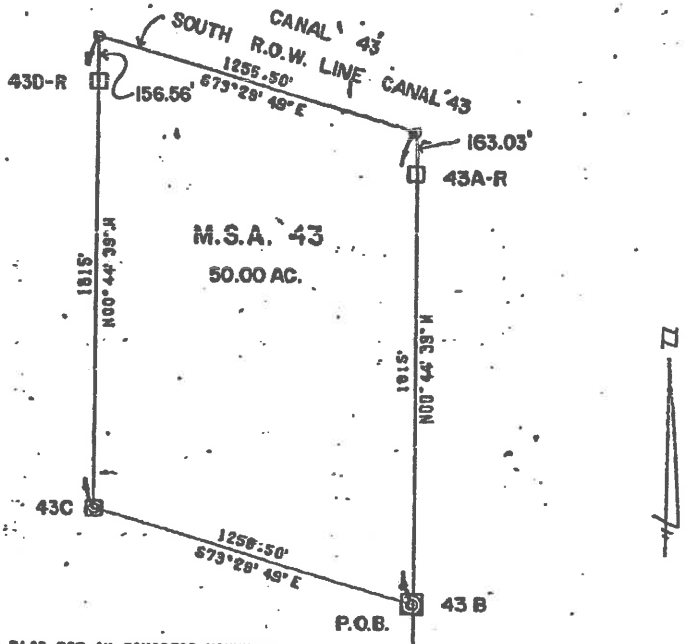
TRACT 1700 E-2

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 Southeast corner of said Section 29, run N 00°44'39"W along the East line of said Section 29 for 2030.25 feet to the Point of Beginning.

From said Point of Beginning run N 73°29'49"W for 1256.50 feet; thence run N 00°44'39"W for 1815.00 feet to an intersection with the South Right of Way line of Canal 43; thence run S 73°29'49"E along said South Right of Way line for 1256.50 feet to an intersection with the East line of said Section 29; thence run S 00°44'39"E along said East line of Section 29 for 1815.00 feet to the Point of Beginning.

The above described parcel of land contains 50.00 acres more or less, and is more particularly shown on the attached Sketch of Survey which reflects established monumentation of the boundary of said parcel of land.




□ INDICATES STAMPED BRASS DISC SET IN CONCRETE MONUMENT
43C INDICATES DESIGNATION OF MONUMENT AS STAMPED ON BRASS DISC.

| POINT | COORDINATES NORTH(Y) | EAST(X) | ELEVATION |
|---|---|---|---|
| 43A-R | 894,022.928 | 389,919.798 | 11.04 |
| 43B | 892,371.098 | 389,941.261 | 8.93 |
| 43C | 892,728.027 | 388,736.523 | 9.24 |
| 43D-R | 894,386.327 | 388,714.964 | 11.24 |

NOTE: COORDINATES BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE.

SKETCH OF SURVEY
M.S.A. 43
TRACT 1700E-2
GLADES COUNTY, FLORIDA
JULY 1972 SCALE: 1" = 500

29 28
32 33-42-30

I HEREBY CERTIFY THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PAUL F. ROSSKAMP FLORIDA #1940 L.S.
GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SO. BAYSHORE DRIVE
MIAMI, FLORIDA

DESCRIPTION OF H.S.A. 44

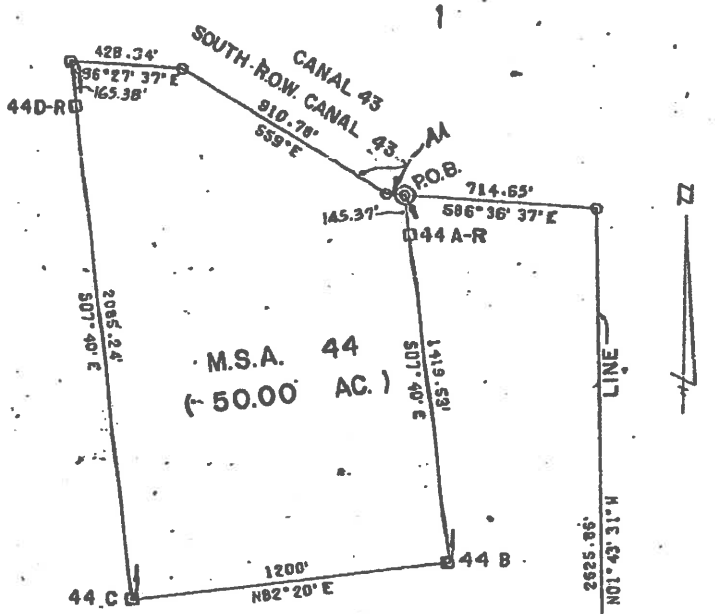
TRACT 1700 E-3

A tract or parcel of land lying in Section 28, Township 42 South, Range 30 East, Glades County, Florida, which tract or parcel is described as follows:-

From the Southeast corner of said Section 28 run N 01°43'31"W along the East line of said Section 28 for 2625.86 feet to an intersection with the South Right of Way line of Canal 43; thence run N 86°36'37"W along the South Right of Way line of Canal 43 for 714.65 feet to the Point of Beginning.

From said Point of Beginning run S 07°40'00"E for 1419.53 feet; thence run S 82°20'00"W for 1200.00 feet; thence run N 07°40'00"W for 2085.24 feet to an intersection with the South Right of Way line of Canal 43; thence run along said South Right of Way Line the following courses and distances: S 86°27'37"E for 428.34 feet; S 59°00'00"E for 910.78 feet; S 86°36'37"E for 70.00 feet to the Point of Beginning.

The above described parcel of land contains 50.00 acres more or less, and is more particularly shown on the attached Sketch of Survey which reflects established monumentation of the boundary of said parcel of land.




SKETCH OF SURVEY
M.S.A. 44
TRACT 1700 E-3
GLADES COUNTY, FLORIDA
JULY 1972 SCALE 1" = 500'

□ INDICATES STAMPED BRASS DISC SET IN CONCRETE MONUMENT
44C INDICATES DESIGNATION OF MONUMENT AS STAMPED ON BRASS DISC.

| 28 | 27 |
|---|---|
| 33 | 34-42-30 |

| ID | DIST | BEARING |
|---|---|---|
| AA | 70.00 | S86°36' 37" E |

| POINT | COORDINATES NORTH (Y) | EAST (X) | ELEVATION |
|---|---|---|---|
| 44 A-R | 892,852.341 | 394,558.059 | 11.16 |
| 44 B | 891,589.571 | 394,728.044 | 6.57 |
| 44 C | 891,429.479 | 393,538.771 | 6.21 |
| 44 D-R | 893,332.178 | 393,282.644 | 10.20 |

NOTE: COORDINATES BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE.

I HEREBY CERTIFY THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Paul F. Rosskamp

PAUL F. ROSSKAMP, FLORIDA #1940 L.S.
GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SO. BAYSHORE DRIVE
MIAMI, FLORIDA

DESCRIPTION OF M.S.A. 45

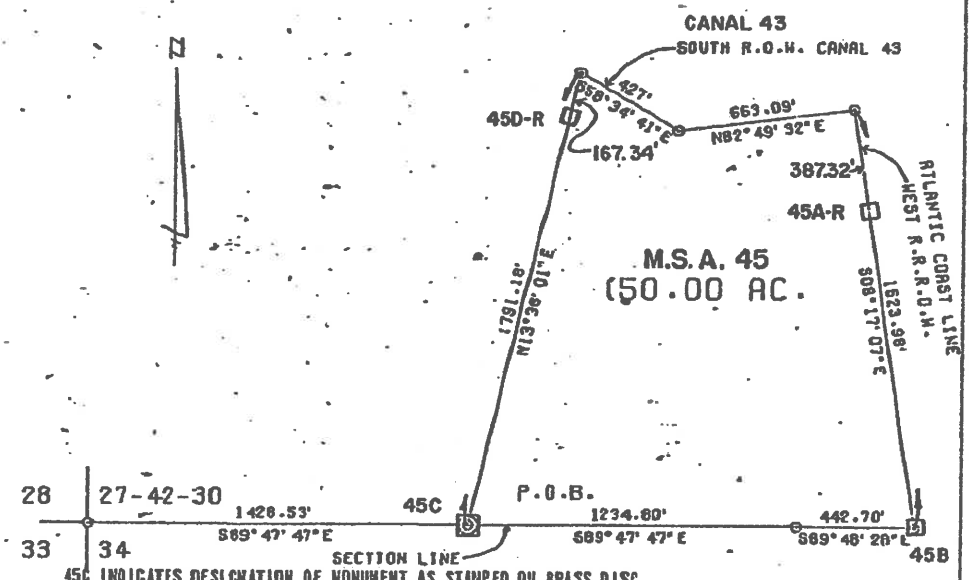
TRACT 1800 E-1

A tract or parcel of land lying in Section 27, Township 42 South, Range 30 East, Glades County, Florida, which tract or parcel is described as follows:-

From the Southwest corner of said Section 27 run S 89°47'47"E along the South line of said Section 27 for 1428.53 feet to the Point of Beginning.

From said Point of Beginning run N 13°36'01"E for 1791.18 feet to an intersection with the South Right of Way line of Canal 43; thence run along said South Right of Way line the following courses and distances:- S 58°34'41"E for 427.00 feet; N 82°49'32"E for 663.09 feet to an intersection with the West Right of Way line of the Atlantic Coast Line Railroad; thence run S 08°17'07"E along said West Right of Way line for 1623.98 feet to an intersection with the South line of Section 27; thence run along said South line of Section 27 the following courses and distances; N 89°48'28"W, for 442.70 feet; N 89°47'47"W, for 1234.80 feet to the Point of Beginning.

The above described parcel of land contains 50.00 acres more or less, and is more particularly shown on the attached Sketch of Survey which reflects established monumentation of the boundary of said parcel of land.




45C INDICATES DESIGNATION OF MONUMENT AS STAMPED ON BRASS DISC.
□ INDICATES STAMPED BRASS DISC SET IN CONCRETE MONUMENT

| POINT | COORDINATES NORTH(Y) | EAST(X) | ELEVATION |
|---|---|---|---|
| 45A-R | 891,542.286 | 398,258.870 | 11.47 |
| 45B | 890,318.543 | 398,437.075 | 12.22 |
| 45C | 890,324.415 | 396,759.586 | 9.41 |
| 45D-R | 891,902.722 | 397,141.427 | 16.38 |

NOTE: COORDINATES BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE.

## SKETCH OF SURVEY
M.S.A. 45
TRACT 1800E-1
GLADES COUNTY, FLORIDA
JULY 1972 SCALE: 1" = 500

I HEREBY CERTIFY THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Paul F. Rosskamp

PAUL F. ROSSKAMP, FLORIDA #1940 L.S.
GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SO. BAYSHORE DRIVE
MIAMI, FLORIDA

DESCRIPTION OF M.S.A. 46

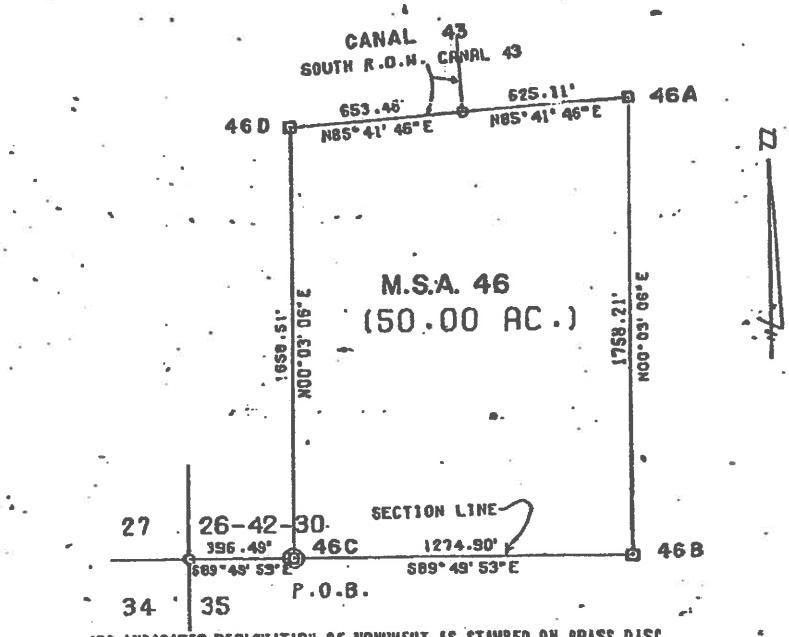
TRACT 1800 E-2

A tract or parcel of land lying in Section 26, Township 42 South, Range 30 East, Glades County, Florida, which tract or parcel is described as follows:-

From the Southwest corner of said Section 26 run S 89°49'53"E along the South line of said Section 26 for 396.49 feet to the Point of Beginning.

From said Point of Beginning run N 00°03'06"E for 1658.51 feet to an intersection with the South Right of Way line of Canal 43; thence run N 85°41'46"E along said South Right of Way line for 653.48 feet; thence leaving said South Right of Way line run N 85°41'46"E for 625.11 feet; thence run S 00°03'06"W for 1758.21 feet to an intersection with the South line of Section 26; thence run N 89°49'53"W along said South line of Section 26 for 1274.90 feet to the Point of Beginning.

The above described parcel of land contains 50.00 acres more or less, and is more particularly shown on the attached Sketch of Survey which reflects established monumentation of the boundary of said parcel of land.




46C INDICATES DESIGNATION OF MONUMENT AS STAMPED ON BRASS DISC.
D INDICATES STAMPED BRASS DISC SET IN CONCRETE MONUMENT

| POINT | COORDINATES NORTH (Y) | COORDINATES EAST (X) | ELEVATION |
|---|---|---|---|
| 46 A | 892,064.381 | 402,331.150 | 12.67 |
| 46 B | 890,306.171 | 402,329.564 | 14.80 |
| 46C | 890,389.923 | 401,054.670 | 14.13 |
| 46D | 891,968.430 | 401,056.165 | 14.75 |

NOTE: COORDINATES BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE.

# SKETCH OF SURVEY
## M.S.A. 46
## TRACT 1800 E-2
## GLADES COUNTY, FLORIDA
JULY 1972 SCALE 1"=500'

I HEREBY CERTIFY THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PAUL F. ROSSKAMP FLORIDA #1940 U.S.
GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SO. BAYSHORE DRIVE
MIAMI, FLORIDA

DESCRIPTION OF M.S.A. 47

TRACT 1800 E-3

A tract or parcel of land lying in Section 26, Township 42 South, Range 30 East, Glades County, Florida, which tract or parcel is described as follows:-

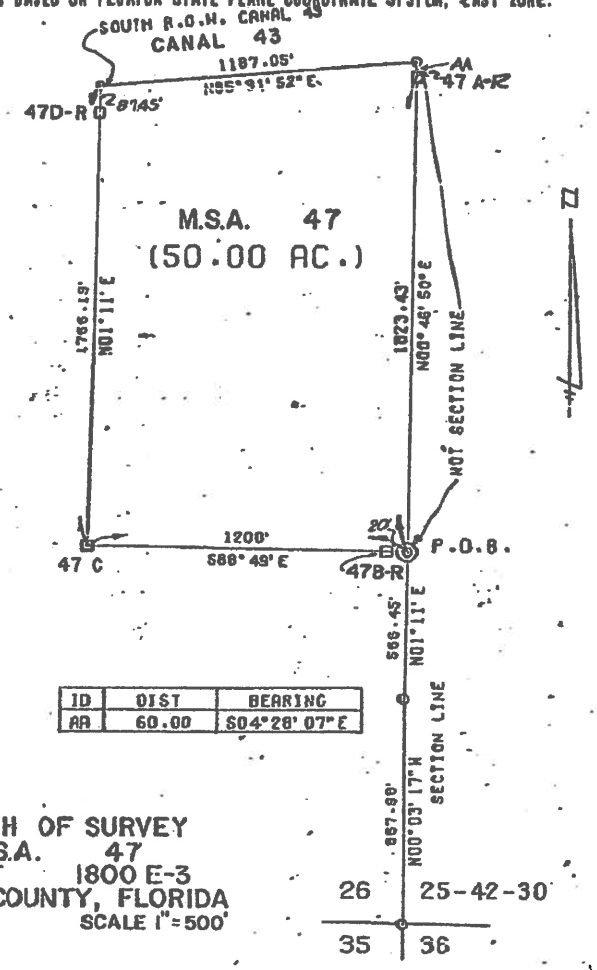
From the Southeast corner of said Section 26 run N 00°03'17"W along the East line of said Section 26 for 867.98 feet; thence run N 01°11'00"E still along said Section line for 566.45 feet to the Point of Beginning.

From said Point of Beginning run N 88°49'00"W for 1200.00 feet; thence run N 01°11'00"E for 1766.19 feet to an intersection with the South Right of Way line of Canal 43; thence run N 85°31'52"E along said South Right of Way for 1187.05 feet; thence run S 04°28'07"E for 60.00 feet; thence run S 00°46'50"W for 1823.43 feet to the Point of Beginning.

The above described parcel of land contains 50.00 acres more or less, and is more particularly shown on the attached Sketch of Survey which reflects established monumentation of the boundary of said parcel of land.

| POINT | COORDINATES NORTH (Y) | EAST (X) | ELEVATION |
|---|---|---|---|
| 47 A-R | 893,554.005 | 405,939.770 | 17.55 |
| 47 B-R | 891,731.161 | 405,954.933 | 13.71 |
| 47 C | 891,755.529 | 404,775.185 | 14.09 |
| 47 D-R | 893,433.911 | 404,809.852 | 17.71 |

NOTE: COORDINATES BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE.




| ID | DIST | BEARING |
|---|---|---|
| AA | 60.00 | S04°28'07"E |

SKETCH OF SURVEY
M.S.A. 47
TRACT 1800 E-3
GLADES COUNTY, FLORIDA
JULY 1972 SCALE 1"=500'

□ INDICATES STAMPED BRASS DISC SET IN CONCRETE MONUMENT
47C INDICATES DESIGNATION OF MONUMENT AS STAMPED ON BRASS DISC.

I HEREBY CERTIFY THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Paul F. Rosskamp

PAUL F. ROSSKAMP FLORIDA #1940 L.S.
GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SO. BAYSHORE DRIVE
MIAMI, FLORIDA

# 52102 O.R. Bk. 52, page 842

DESCRIPTION OF M.S.A. 48

TRACT 1900 E-1

A tract or parcel of land lying in Section 25, Township 42 South, Range 30 East, Glades County, Florida, which tract or parcel is described as follows:-

From the Southeast corner of said Section 25 run N 00°29'05"E along the East line of said Section 25 for 1528.26 feet to the Point of Beginning.

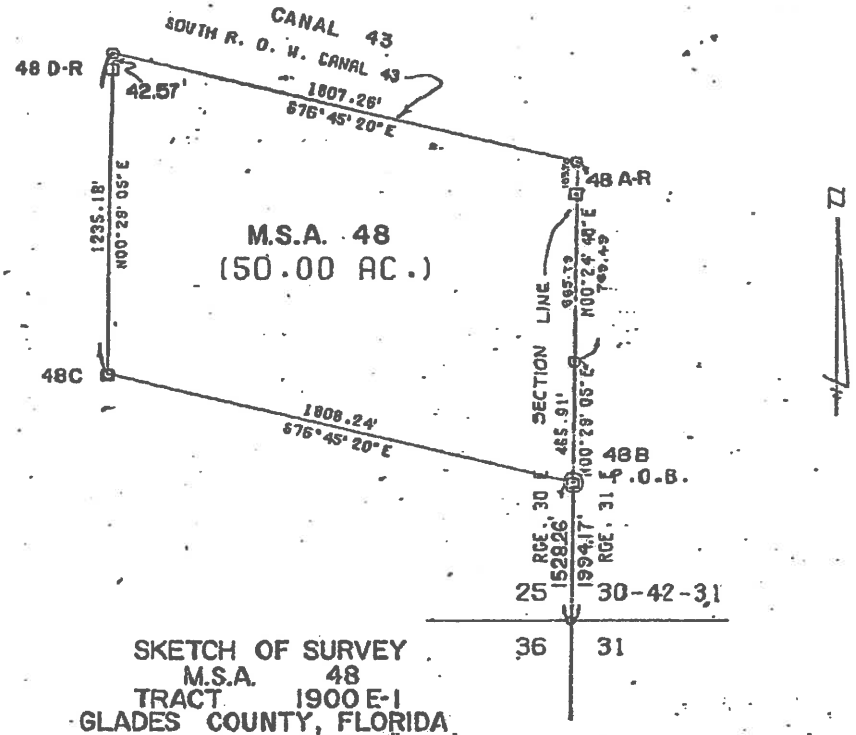
From said Point of Beginning run N 76°45'20"W for 1808.24 feet; thence run N 00°29'05"E, for 1235.18 feet to an intersection with the South Right of Way line of Canal 43; thence run S 76°45'20"E along said South Right of Way line, for 1807.26 feet to an intersection with the East line of Section 25; thence run S 00°24'48"W along said East line of Section 25 for 769.49 feet; thence run S 00°29'05"W still along said East line of Section 25 for 465.91 feet to the Point of Beginning.

The above described parcel of land contains 50.00 acres more or less, and is more particularly shown on the attached Sketch of Survey which reflects established monumentation of the boundary of said parcel of land.

| POINT | COORDINATES NORTH (Y) | EAST (X) | ELEVATION |
|---|---|---|---|
| 48 A-R | 892,918.142 | 411,330.643 | 18.68 |
| 48 B | 891,786.478 | 411,321.898 | 14.73 |
| 48 C | 892,200.756 | 409,561.756 | 14.19 |
| 48 D-R | 893,393.323 | 409,571.845 | 15.41 |

NOTE: COORDINATES BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE.

□ INDICATES STAMPED BRASS DISC SET IN CONCRETE MONUMENT
48C INDICATES DESIGNATION OF MONUMENT AS STAMPED ON BRASS DISC.




SKETCH OF SURVEY
M.S.A. 48
TRACT 1900 E-1
GLADES COUNTY, FLORIDA
JULY 1972 SCALE: 1"=500'

I HEREBY CERTIFY THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PAUL F. ROSSKAMP, FLORIDA #1940 L.S.
GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SO. BAYSHORE DRIVE
MIAMI, FLORIDA

DESCRIPTION OF M.S.A. 49

TRACT 1900 E-2

A tract or parcel of land lying in Section 30, Township 42 South, Range 31 East, Glades County, Florida, which tract or parcel is described as follows:-

From the Southeast corner of said Section 30 run N 00°10'45"E along the East line of said Section 30 for 932.34 feet; thence run N 00°31'48"W still along said East line of Section 30 for 1631.90 feet to an intersection with the South Right of Way line of Canal 43; thence run on a curve to the left along the South Right of Way line of Canal 43, having a radius of 890.00 feet, the chord bearing of which is N 89°29'47"W and the chord distance is 204.37 feet and thru a central angle of 13°11'10" for an arc length of 204.83 feet; thence run S 83°54'38"W, still along said South Right of Way line of Canal 43 for 100.63 feet to the Point of Beginning.

From the Point of Beginning run S 03°12'00"W for 1426.49 feet; thence run N 86°48'00"W for 1639.51 feet; thence run N 03°12'00"E for 1297.35 feet to an intersection with the South Right of Way line of Canal 43; thence run S 86°48'00"E along said South Right of Way line of Canal 43 for 850.00 feet; thence run N 83°54'38"E, still along said South Right of Way line of Canal 43 for 800.00 feet to the Point of Beginning.

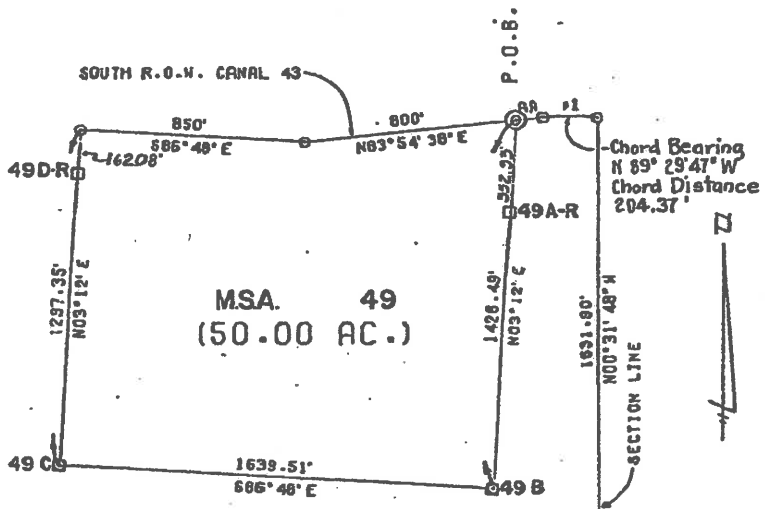
The above described parcel of land contains 50.00 acres more or less, and is more particularly shown on the attached Sketch on Survey which reflects established monumentation of the boundary of said parcel of land.

CIRCUIT COURT SEAL GLADES COUNTY, FLORIDA

STATE OF FLORIDA — No. 52102
COUNTY OF GLADES
This instrument Filed and Recorded this 22nd day of August 1972 at 4:30 PM in O R Bk # 52 Page # 826-845 incl.
JAMES H. DILLEY, Clerk Circuit Court
A. M. Herndon
Deputy Clerk

| POINT | COORDINATES NORTH (Y) | EAST (X) | ELEVATION |
|---|---|---|---|
| 49 A-R | 892,431.024 | 416,268.248 | 12.70 |
| 49 B | 891,359.139 | 416,208.321 | 15.76 |
| 49 C | 891,450.657 | 414,571.369 | 13.16 |
| 49 D-R | 892,584.157 | 414,634.741 | 15.59 |

NOTE: COORDINATES BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE.




□ INDICATES STAMPED BRASS DISC SET IN CONCRETE MONUMENT
49C INDICATES DESIGNATION OF MONUMENT AS STAMPED ON BRASS DISC.

| NO. | RADIUS | DELTA | ARC |
|---|---|---|---|
| 1 | 890.00' | 13°11' 10" | 204.83 |

| ID | DIST | BEARING |
|---|---|---|
| AA | 100.63 | N83°54' 38"E |

## SKETCH OF SURVEY
M.S.A. 49
TRACT 1900 E-2
GLADES COUNTY, FLORIDA
JULY 1972 SCALE 1" = 500'

I HEREBY CERTIFY THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Paul F. Rosskamp

PAUL F. ROSSKAMP, FLORIDA #1940 L.S.
GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SO. BAYSHORE DRIVE
MIAMI, FLORIDA

This instrument prepared by: #61160 O. R. Bk. 67, page 383
United Telephone Company
Post Office Box 370 EASEMENT
Fort Myers, Florida 33902

Recording $.00
State 50
Sur.
Ind. Tax

In consideration of one dollar ($1.00) in hand paid, the receipt whereof is hereby acknowledged Florida Hendry Land Company does hereby grant unto the United Telephone company of Florida, its associated and allied companies, their respective successors, assigns, lessees and agents, the right and easement to lay, install, construct, reconstruct, erect, repair, perpetually maintain, operate and remove its telephone and telegraph plants and systems, with all necessary conduits, poles, wires, guys, anchors, cables, fixtures, surface movements, manholes, and appurtenances upon, across, over and under the property which Florida Hendry Land Company owns, or in which Florida Hendry Land Company has an interest situated in Section 28, 29, 32 & 33 in the County of Glades, State of Florida.

This easement shall specifically cover land sections 32 and 33 and that portion of sections 28 & 29 north of sections 32 & 33 to the Caloosahatchee River situated in Range 31 east and Township 42 south as owned by Florida Hendry Land Company and Joe B. Hendry. Plus an easement to maintain, reconstruct, operate and remove all existing telephone plant located in the above sections.

Said easement includes the right, at any time and for any purpose herein specified, of ingress to egress from the site occupied or to be occupied by said plants and systems. It is especially provided, however, that all damage to crops or fences and the like caused by laying, construction, installing, reconstructing, erecting, operating, maintaining, or removing said plants and systems shall be paid by said company.

In Witness Whereof I, Joe B. Hendry Jr. have hereunto set my hand this eleventh day of May, 1977.
Pauline L. Hodge

Lorraine Fields
Linda Campbell

Pauline L. Hodge

STATE OF FLORIDA } SS:

Before me, a Notary Public, in and for said county, personally appeared the above named Joe B. Hendry and Pauline L. Hodge who acknowledged that they (he, she or they) did sign the foregoing instrument and that the same is their (this, her or their) free act and deed.

IN WITNESS Whereof, I have hereunto subscribed my name and affixed my official seal this 12 day of May, 1977.

My term expires Notary Public, State of Florida at Large
My Commission Expires Feb. 1, 1980

James L. Taylor
Notary Public in and for Hendry County, Florida

STATE OF FLORIDA
COUNTY OF GLADES
This Instrument Filed and Recorded this 13
day of June 1977 at 11:30 AM in
O R Bk. No. 67 Page No. 383
JERRY L. BECK, Clerk Circuit Court
Kathy Altman, DC

No. 61160

DOCUMENTARY STAMP TAX
STATE OF FLORIDA
$.00
JUN 1977
GLADES COUNTY

CIRCUIT COURT SEAL

# Port La Belle Unit 105

PLAT BOOK 3 PAGE 158

A SUBDIVISION OF PORTIONS OF SECTIONS 33 AND 34, TOWNSHIP 42 SOUTH, RANGE 30 EAST AND A REPLAT OF A PORTION OF "MAP OF SUBDIVISION OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST" DESOTO COUNTY, FLORIDA, PLAT BOOK 2, PAGE 126, AND A REPLAT OF A PORTION OF "INITIAL PLAT OF GOODNO" PLAT BOOK 1, PAGE 1

GLADES COUNTY, FLORIDA

SHEET 1 OF 11 SHEETS

## DESCRIPTION

1. A portion of Section 33, Township 42 South, Range 30 East, Glades County, Florida, together with portions of Lots 39 and 40, Block 7; all of Lot 57 and a portion of Lot 58, Block 8; all of Lots 55 and 56, 65, 66, 67, 68, 69, and 70, Block 9; portions of Lots 41 and 54, Block 10; portions of Lots 45, 46, 47 and 48, Block 15; a portion of Lot 49 and all of Lots 50, 51 and 52, Block 16, MAP OF SUBDIVISION OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST, as recorded in Plat Book 2, Page 126, Public Records of De Soto County, Florida, all being more particularly described as follows: Beginning at the S.E. corner of said Section 33; thence N 89°46'14"W along the South Line of said Section 33 for a distance of 1308.63 feet to a point on the Southerly extension of the West Line of Drainage Easement No. 1 as described in Official Records Book 26, Page 492 of the Public Records of Glades County, Florida, thence N1°08'28"E along the West Line of Drainage Easement No. 1 and its southerly extension for a distance of 61.44 feet; thence N7°47'15"W along the West Line of said Drainage Easement and along the Easterly Line of plat of Port LaBelle Unit 104 as recorded in Plat Book 3 Page 87-89 Public Records of Glades County, Florida, for a distance of 1960.48 feet to a point on the South Line of Lot 42, Block 10 of previously mentioned MAP OF SUBDIVISION OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 30 EAST; thence S 89°46'44"E along the South Line of said Lot 42 for a distance of 237.06 feet to the SE. corner of said Lot 42, thence N0°07'39"E along the East Line of said Lot 42 for a distance of 333.12 feet to the N.E. corner of said Lot 42; thence N 89°48'33"W along the North Line of said Lot 42 for a distance of 283.36 feet to a point on the West Line of aforesaid Drainage Easement No. 1; thence N 7°47'15"W along the West Line of said Drainage Easement No. 1 and along the Easterly Line of aforesaid plat of Port LaBelle Unit 104 for a distance of 927.98 feet; thence S 86°15'00"E for a distance of 1196.84 feet to a point of curvature; thence Southeasterly along the arc of a circular curve to the left, having a radius of 2400 feet and a central angle of 13°21'22" for a distance of 559.46 feet to a point on the East Line of aforesaid Section 33; thence S 0°07'55"W along the East Line of said Section 33 for a distance of 3211.88 feet to the S.E. corner of Section 33 and the POINT OF BEGINNING, less and except that portion of State Road No. 80 Right-of-Way as it now exits within said Section 33.
   Containing 108.62 Acres more or less.
2. A portion of Section 34, Township 42 South, Range 30 East, Glades County, Florida, together with a portion of Outlot J; all of Outlots K and L; those portions of Outlots M and O lying Westerly of the Westerly Right-of-Way Line of Seaboard Coast Line Railroad; all of Outlot P; all of Lots 331 thru 424, INITIAL PLAT OF GOODNO as recorded in Plat Book 1, Page 1, Public Records of Glades County, Florida, all being more particularly described as follows: Beginning at the S.W. corner of Section 34; thence N0°07'55"E along the West Line of said Section 34 for a distance of 3211.88 feet to a point of intersection with a circular curve to the left, said point bearing S9°36'22"E from the center of said curve; thence Northeasterly along the arc of said circular curve to the left, having a radius of 2400.00 feet and a central angle of 27°53'38" for a distance of 1168.42 feet to a point of tangency; thence N 52°30'00"E for a distance of 1222.17 feet to a point of curvature; thence Northeasterly along the arc of a circular curve to the right, having a radius of 1600.00 feet and a central angle of 29°12'53" for a distance of 815.83 feet to a point of tangency; thence N 81°42'53"E for a distance of 420.00 feet to a point on the Westerly Right-of-Way Line of Seaboard Coast Line Railroad; thence S 8°17'07"E along the Westerly Right-of-Way Line of said Seaboard Coast Line Railroad for a distance of 1325.00 feet to a point of curvature; thence Southerly along the Westerly Right-of-Way Line of said Seaboard Coast Line Railroad and along the arc of a circular curve to the right, having a radius of 5661.44 feet and a central angle of 34°50'27" for a distance of 3442.65 feet to the Northerly Line of Lot 425 as shown on the aforementioned plat of INITIAL PLAT OF GOODNO; thence N 89°47'38"W along the North Line of said Lot 425 for a distance of 165.36 feet to the N.W. corner of said Lot 425; thence S0°11'39"W along the West Line of Lots 425 and 426 of aforesaid INITIAL PLAT OF GOODNO and the Southerly extension thereof for a distance of 144.86 feet to a point on the South Line of S.E. 1/4 of aforesaid Section 34; thence N 89°47'38"W along the South Line of said Section 34 for a distance of 23.25 feet to the S. 1/4 corner of said Section 34; thence N 89°47'38"W along the South Line of said Section 34 for a distance of 2660.28 feet to the POINT OF BEGINNING, less and except that portion of State Road No. 80 Right-of-Way as it now exits within said Section 34.
   Containing 303.16 Acres more or less.

All of the above described land lying and being in Glades County, Florida, and containing a total of 411.78 Acres more or less.

## CERTIFICATE OF SURVEYOR

STATE OF FLORIDA
COUNTY OF DADE } SS

I, the undersigned Professional Land Surveyor, hereby certify that the dimensions and drawings as shown on the attached plat are true and correct to the best of knowledge and belief as recently computed and drawn under my direction and supervision.
Dated this 2nd day of January, 1980.

CAS ENGINEERING
Consulting Engineers
Coral Gables, Florida.

ROBERT C. LITTLE
Professional Land Surveyor No. 1786
State of Florida

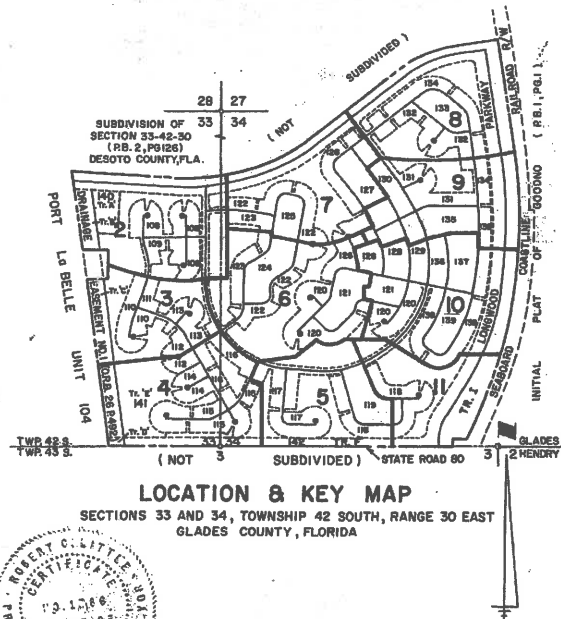
APPROVAL:
LEGAL
ENVIRONMENTAL
UTILITIES

DRAWN BY P. LOPEZ
CHECKED BY PM
APPROVED BY PM

FORM: SSC-LB-GLADES. FEB. 1979 RY.

## GENERAL NOTES

1. ◉ indicates Permanent Reference Monument.
2. • indicates Permanent Control Point.
3. Dimensions on corner lots are to the intersection of block lines extended unless otherwise indicated.
4. All radii are 25 feet unless otherwise indicated.
5. Basis of bearing system is Florida State Plane Coordinates, East Zone.
6. The Declaration of Covenants and Restrictions affecting this property is filed in O.R.B. 77 Pages 29-113, Public Records of Glades County, Florida.
7. Mortgage Plat Joinders are filed in O.R.B. 77 Pages 88, Public Records of Glades County, Florida.




LOCATION & KEY MAP
SECTIONS 33 AND 34, TOWNSHIP 42 SOUTH, RANGE 30 EAST
GLADES COUNTY, FLORIDA

ROBERT C. LITTLE REGISTERED LAND SURVEYOR CERTIFICATE NO. 1786 STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR

1000 500 0 1000 2000
SCALE IN FEET
1" = 1000'

## CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA
COUNTY OF DADE } SS

GENERAL DEVELOPMENT CORPORATION, a Delaware Corporation, authorized to transact business in the State of Florida, by its duly elected Officers, acting by and with the authority of its Board of Directors, certify ownership by said Corporation of the property described hereon and does hereby dedicate and set apart the following streets and thoroughfares; Birchwood Pkway, Longwood Pkway, Buckboard Circle.

as shown or described on this plat to the use of the General Public forever. All other streets or thoroughfares as shown or described on this plat, are private streets or roads and are hereby specifically set aside for the use of the abutting property owners in Port LaBelle, Unit 105 only, and this setting aside of the private streets or roads shall in nowise constitute a dedication to the General Public or the County of Glades; it being specifically understood that no obligation is imposed upon the County to maintain or improve said private streets or roads.

GENERAL DEVELOPMENT CORPORATION in recording this plat of Port LaBelle, Unit 105 has designated certain areas of land as Tract G1 thru G16, intended for use by the property owners in Port LaBelle, Unit 105 for open space, plantings, recreation and other activities. The Tracts are also intended to be used for drainage and temporary retention of storm water run-off of the property included in this plat and other contiguous property and for public utility easements which may be granted in the future in accordance with Article IV of the Declaration of Covenants and Restrictions referred to in Item 6 of the GENERAL NOTES on this page. The said Article IV is hereby incorporated and made a part of this plat. The above described Tracts are not dedicated hereby for the use of the General Public, but are set aside for the common use and enjoyment of the property owners of Port LaBelle, Unit 105, as more fully described in Article IV of the Declaration of Covenants and Restrictions referred to above.

GENERAL DEVELOPMENT CORPORATION hereby covenants, for itself, its heirs and assigns, that it will convey the private streets and roads and the Tracts referred to above to the Port LaBelle, Unit 105 Property Owners Association Inc., the members of which are the Property Owners of Port LaBelle, Unit 105, not later than Jan. 1, 2000

The easements hereinafter described are reserved to the use of the General Public for the installation and maintenance of public utilities and drainage facilities.

1. A 10 foot strip along the rear of each lot line and tract and a strip of land 5 feet wide along the front and sides of each lot and tract.
2. As indicated by dashed lines.

Reserving to said Corporation, its successors or assigns, the reversion or reversions of title thereto whenever discontinued or abandoned by law.

Where more than one lot or parts of one or more lots is intended as a building site, the outside boundaries of the building site shall carry the side easements.

IN WITNESS WHEREOF, the undersigned Corporation has caused these presents to be executed by the Officers named below and its corporate seal to be affixed hereto, this 2 day of April AD 1980

GENERAL DEVELOPMENT CORPORATION
1111 South Bayshore Drive Miami, Florida

Attest: Saul J. Sack
Asst. Secretary

By: Jack O'Neal
Sr. Vice President

## ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF DADE } SS

Before me personally appeared Jack O'Neal and Saul J. Sack, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Sr. Vice President and Asst. Secretary of the above named Corporation and severally acknowledged to and before me that they executed such instrument as such Sr. Vice President and Asst. Secretary, respectively, of said Corporation, and that the seal affixed to the foregoing instrument is the Corporate seal of said Corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act of said Corporation.

WITNESS my hand and official seal, this 2 day of April AD 1980

My Commission Expires: July 29, 1981

Notary Public, State of Florida at Large

## CERTIFICATE OF SURVEYOR

STATE OF FLORIDA
COUNTY OF } SS

I, the undersigned Professional Land Surveyor hereby certify that this plat is a true representation of the land described and shown hereon, to the best of my knowledge and belief, and that Permanent Reference Monuments have been placed as required by the Subdivision Regulations and the Statutes of the State of Florida thereunto appertaining.

Dated this 8th day of APRIL AD 1980

Date of Survey: APRIL 1980

Professional Land Surveyor No. 1664 State of Florida
GENERAL DEVELOPMENT ENGINEERING COMPANY

## CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA
COUNTY OF GLADES } SS

It is hereby certified that this plat has been officially approved for record by the Board of County Commissioners of Glades County, Florida, this 9 day of June, AD 1980.

Approved: Vann Hatch
Chairman, Board of County Commissioners

James N. Brown
County Engineer

Glen Hunter
Vice Chairman of the Planning Board

Norman Waldron
County Planning Director

## CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA
COUNTY OF GLADES } SS.

I, Harry L. Beck, County Clerk of Glades County, Florida, hereby certify that this plat has been examined and that it complies in form with all the requirements of the Statutes of Florida pertaining to maps and plats, and that this plat has been filed for record in Plat Book 3, Page 158 thru 168 of the Public Records of Glades County, Florida, this 13 day of June, AD 1980.

Harry L. Beck
Glades County, Florida Clerk

By:
Deputy Clerk

GENERAL DEVELOPMENT ENGINEERING COMPANY
Miami, Florida

SHEET 1 OF 11 SHEETS

596 TOTAL NO. LOTS 93

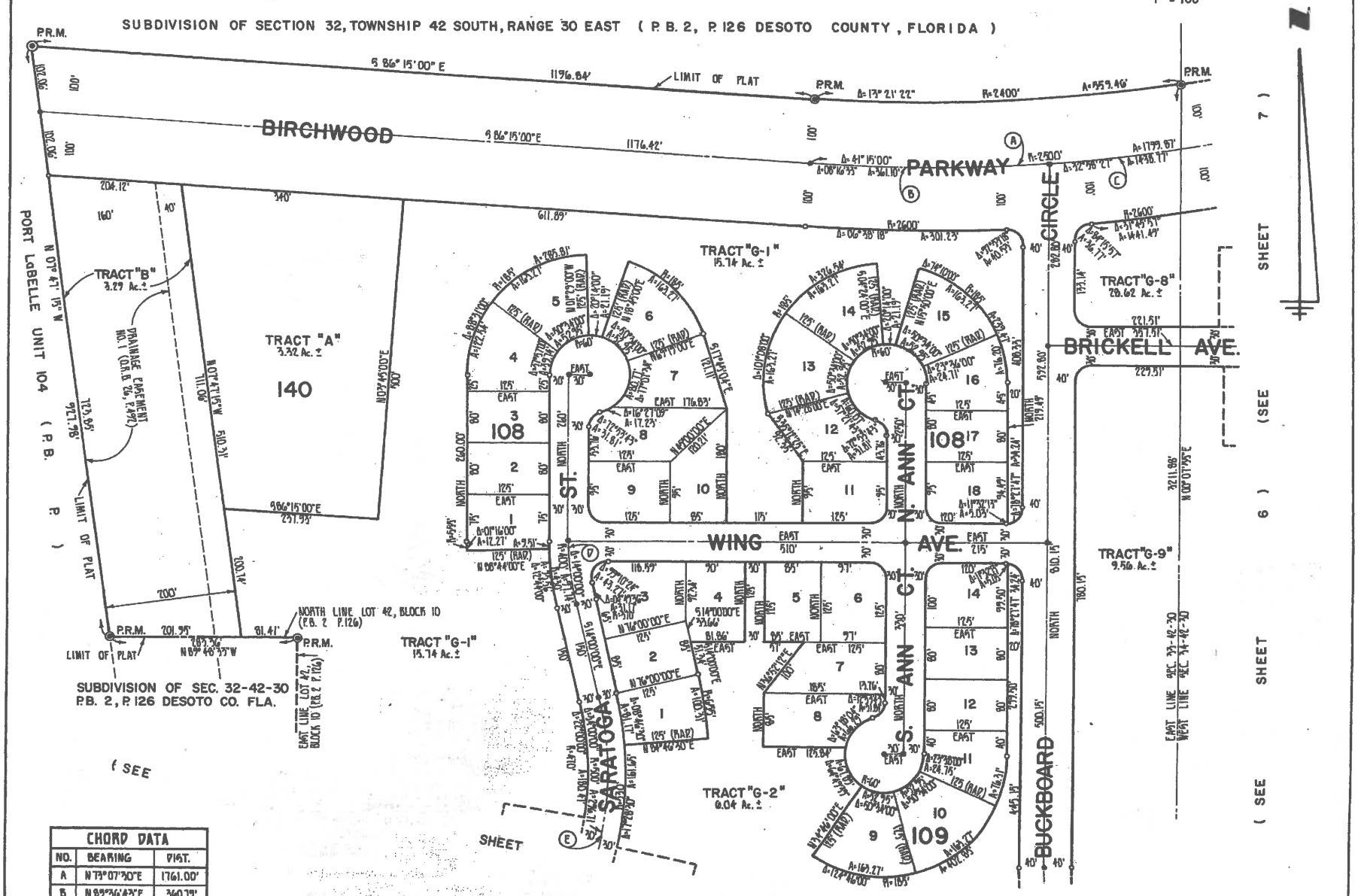
LB-105

# Port La Belle Unit 105

GLADES COUNTY, FLORIDA
SHEET 2 OF 11 SHEETS

PLAT BOOK 3
PAGE 159

100 50 0 100 200 300
SCALE IN FEET
1" = 100'




| CHORD DATA | | |
|---|---|---|
| NO. | BEARING | DIST. |
| A | N 73° 07' 30" E | 1761.00' |
| B | N 89° 36' 43" E | 360.39' |
| C | N 68° 59' 13" E | 1418.77' |
| D | N 01° 00' 00" W | 97.49' |
| E | S 03° 00' 00" W | 292.37' |

CALCULATED BY RCL
DRAWN BY P. LOPEZ
CHECKED BY RCL
APPROVED BY PM

GENERAL DEVELOPMENT ENGINEERING COMPANY
Miami, Florida
SHEET 2 OF 11 SHEETS
32 LOTS THIS SHEET

LB-105, 5

# Port La Belle Unit 105

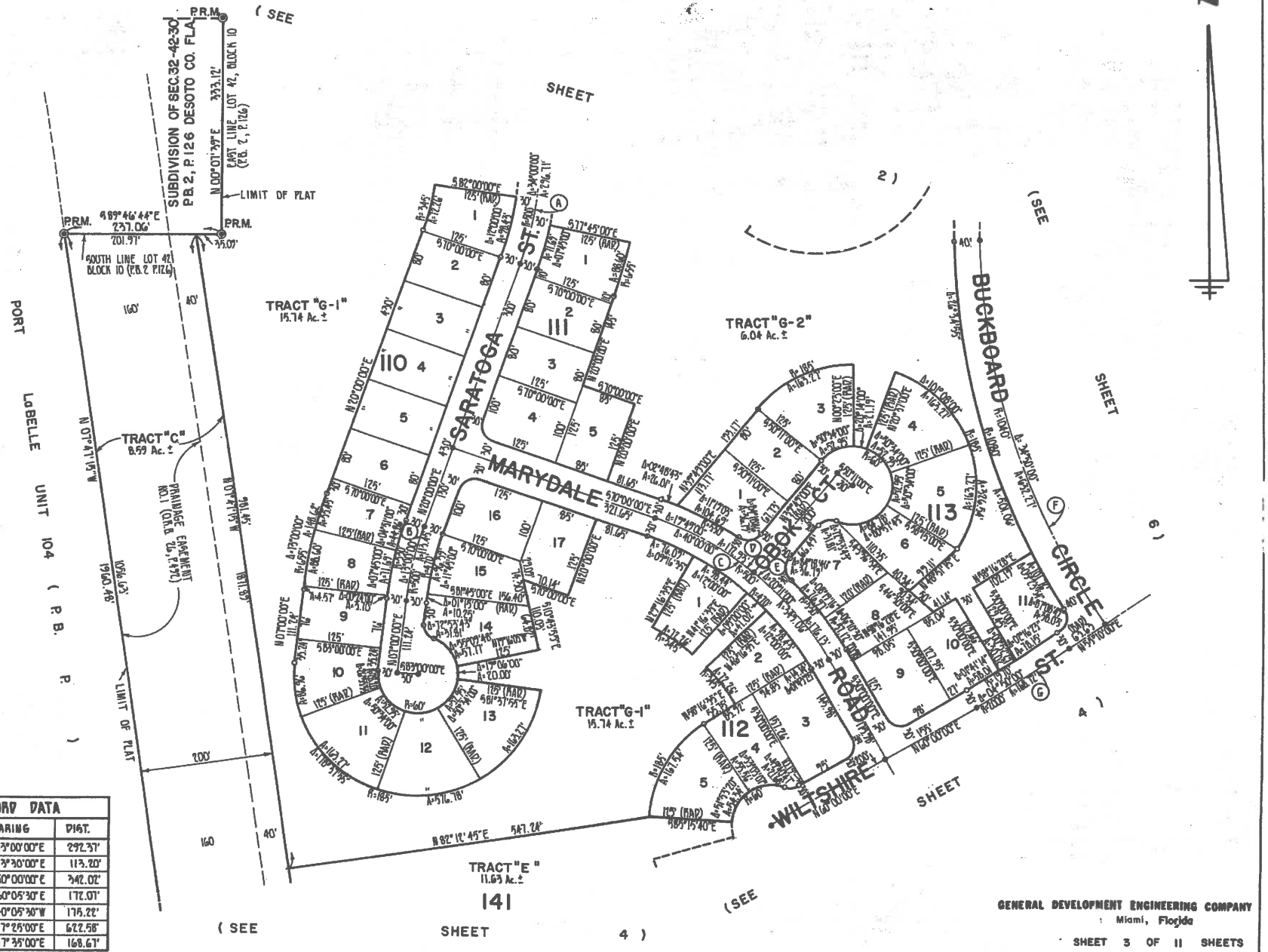
GLADES COUNTY, FLORIDA

SHEET 3 OF 11 SHEETS

PLAT BOOK 3
PAGE 160

100 50 0 100 200 300

SCALE IN FEET
1" = 100'




| CHORD DATA | | |
|---|---|---|
| NO. | BEARING | DIST. |
| A | N 03°00'00"E | 292.37' |
| B | N 13°30'00"E | 113.20' |
| C | S 50°00'00"E | 342.02' |
| D | S 60°05'30"E | 172.01' |
| E | N 40°05'30"W | 175.22' |
| F | S 17°25'00"E | 622.58' |
| G | N 87°35'00"E | 168.67' |

CALCULATED BY RCL
DRAWN BY P. LOPEZ
CHECKED BY RCL
APPROVED BY PM

GENERAL DEVELOPMENT ENGINEERING COMPANY
Miami, Florida

SHEET 3 OF 11 SHEETS

38 LOTS THIS SHEET

LB-105

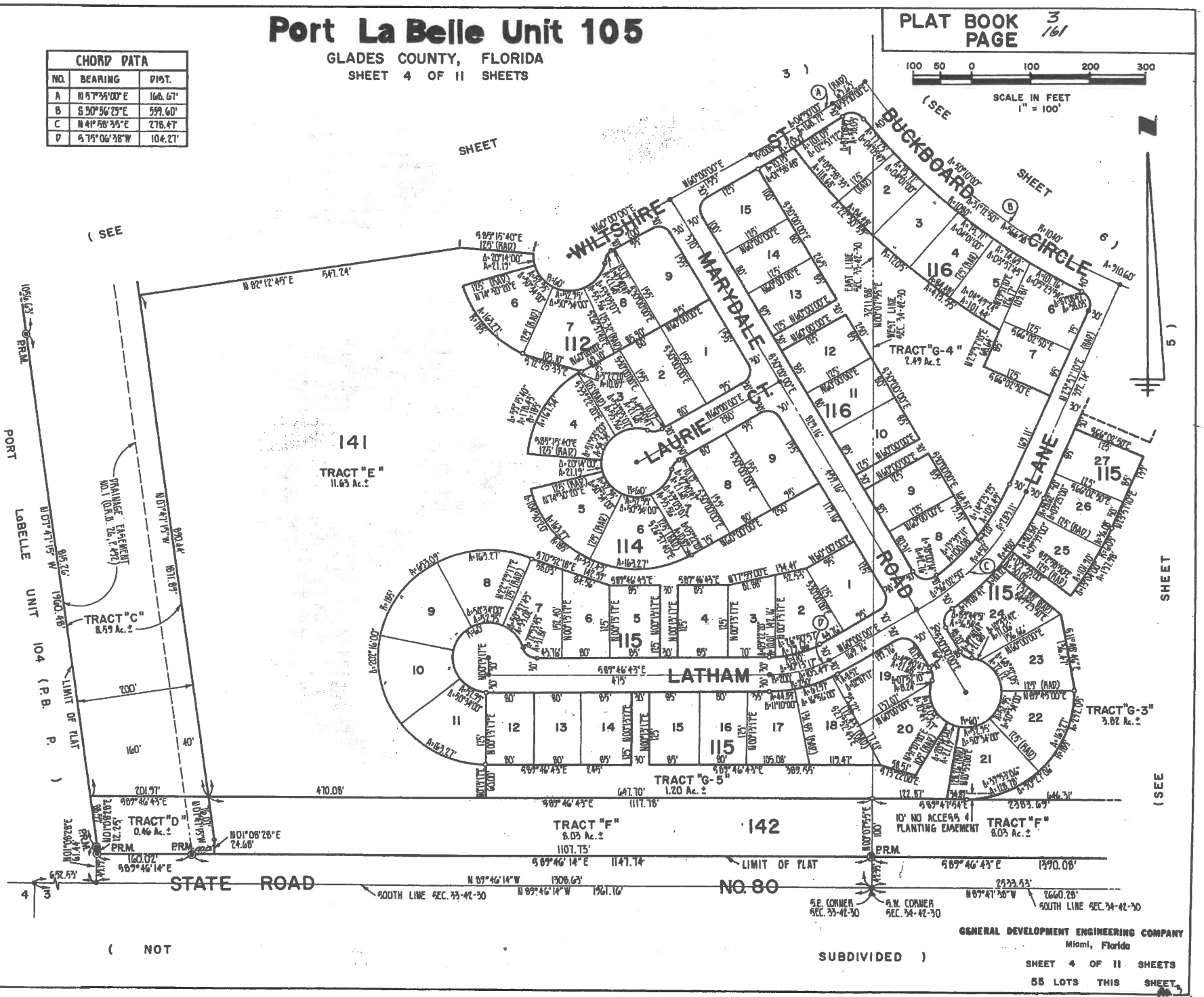
# Port La Belle Unit 105

GLADES COUNTY, FLORIDA

SHEET 4 OF 11 SHEETS

PLAT BOOK 3
PAGE 161

| CHORD DATA | | |
|---|---|---|
| NO. | BEARING | DIST. |
| A | N 57°35'00" E | 166.67' |
| B | S 50°56'25" E | 559.60' |
| C | N 41°58'35" E | 276.47' |
| D | S 75°06'38" W | 104.27' |




CALCULATED BY RCL
DRAWN BY P. LOPEZ
CHECKED BY RCL
APPROVED BY PM

GENERAL DEVELOPMENT ENGINEERING COMPANY
Miami, Florida

SHEET 4 OF 11 SHEETS

55 LOTS THIS SHEET

LB-105

# Port La Belle Unit 105

GLADES COUNTY, FLORIDA

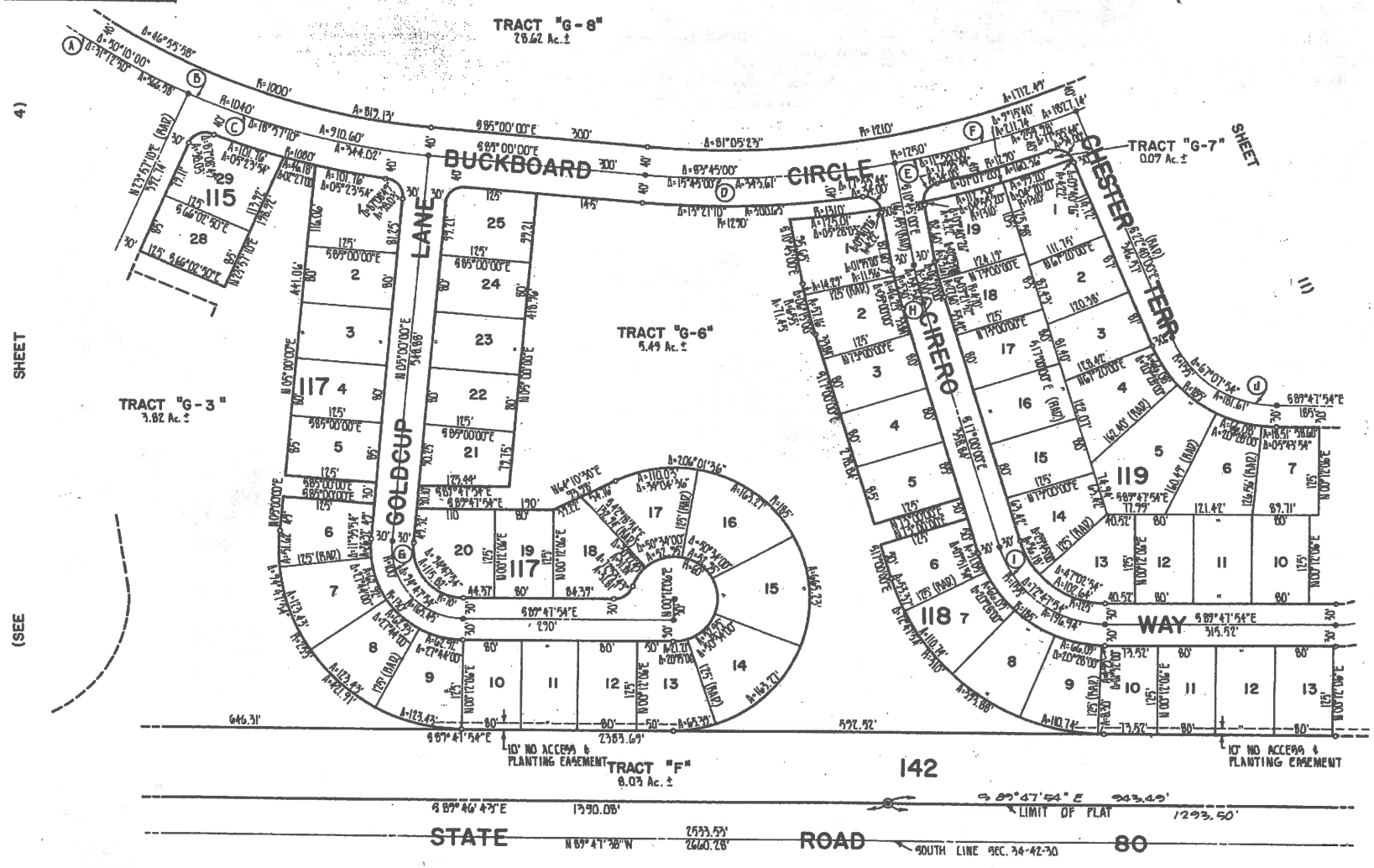
SHEET 5 OF 11 SHEETS

PLAT BOOK 3
PAGE 162

| CHORD DATA | | |
|---|---|---|
| NO. | BEARING | DIST. |
| A | S 50° 46' 25" E | 599.60' |
| B | S 59° 55' 00" E | 881.79' |
| C | N 75° 31' 29" W | 348.45' |
| D | N 61° 01' 30" E | 342.53' |
| E | N 73° 17' 30" E | 259.51' |
| F | N 53° 01' 30" E | 1668.77' |
| G | S 42° 29' 51" E | 147.22' |
| H | S 13° 58' 30" E | 56.51' |
| I | S 20° 48' 31" E | 183.96' |
| J | S 56° 13' 57" E | 171.40' |

100 50 0 100 200 300

SCALE IN FEET
1" = 100'




CALCULATED BY RCL
DRAWN BY P. LOPEZ
CHECKED BY RCL
APPROVED BY PM

(NOT SUBDIVIDED)

GENERAL DEVELOPMENT ENGINEERING COMPANY
Miami, Florida

SHEET 5 OF 11 SHEETS

57 LOTS THIS SHEET

LB- 105

# Port La Belle Unit 105

GLADES COUNTY, FLORIDA

SHEET 6 OF 11 SHEETS

PLAT BOOK 3
PAGE 163




| CHORD DATA | | |
|---|---|---|
| NO. | BEARING | DIST. |
| A | S 17°25'00"E | 622.56' |
| B | S 59°55'00"E | 881.79' |
| C | S 50°26'25"E | 559.60' |
| P | N 27°35'00"E | 240.78' |
| E | S 30°00'00"W | 155.00' |
| F | N 35°00'00"E | 131.01' |
| G | N 45°00'00"E | 141.42' |
| H | N 28°07'30"E | 116.11' |
| I | N 56°15'00"E | 141.42' |
| J | S 45°45'00"E | 270.22' |
| K | S 56°15'00"W | 141.42' |
| L | S 90°00'00"E | 141.42' |

CALCULATED BY RCL
DRAWN BY P. LOPEZ
CHECKED BY RCL
APPROVED BY PM

GENERAL DEVELOPMENT ENGINEERING COMPANY
Miami, Florida
SHEET 6 OF 11 SHEETS
95 LOTS THIS SHEET

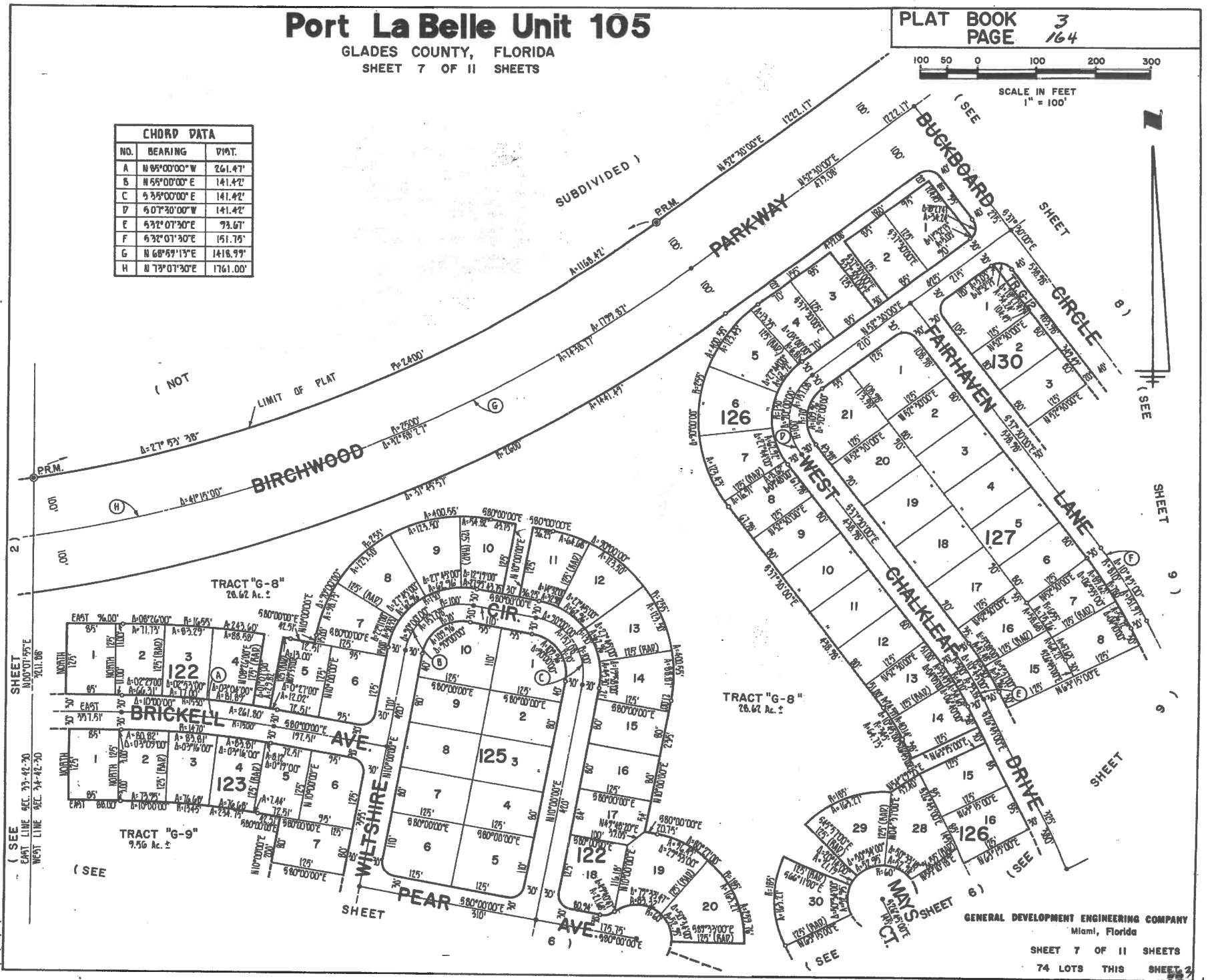
LB-105

# Port La Belle Unit 105

GLADES COUNTY, FLORIDA

SHEET 7 OF 11 SHEETS

PLAT BOOK 3
PAGE 164




CALCULATED BY RCC
DRAWN BY P. LOPEZ
CHECKED BY RCC
APPROVED BY PM

GENERAL DEVELOPMENT ENGINEERING COMPANY
Miami, Florida

SHEET 7 OF 11 SHEETS

74 LOTS THIS SHEET

LB- 105

# Port La Belle Unit 105

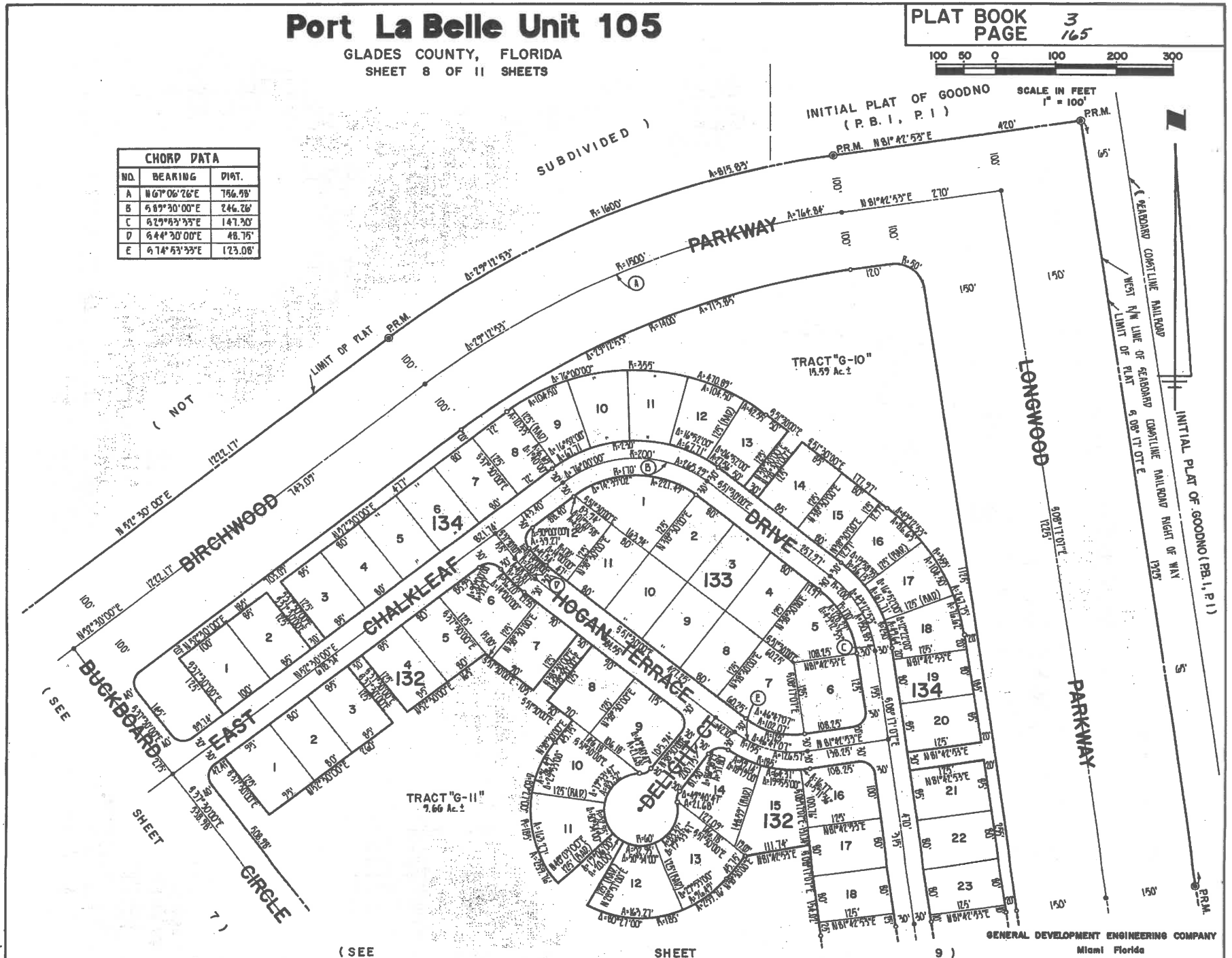
GLADES COUNTY, FLORIDA

SHEET 8 OF 11 SHEETS

PLAT BOOK 3
PAGE 165

SCALE IN FEET
1" = 100'

| CHORD DATA | | |
|---|---|---|
| NO. | BEARING | DIST. |
| A | N 67° 06' 26" E | 756.98' |
| B | S 89° 30' 00" E | 246.26' |
| C | S 29° 53' 33" E | 147.30' |
| D | S 44° 30' 00" E | 48.75' |
| E | S 74° 53' 33" E | 123.06' |




CALCULATED BY RCL
DRAWN BY P. LOPEZ
CHECKED BY RCL
APPROVED BY PM

LB - 105

# Port La Belle Unit 105

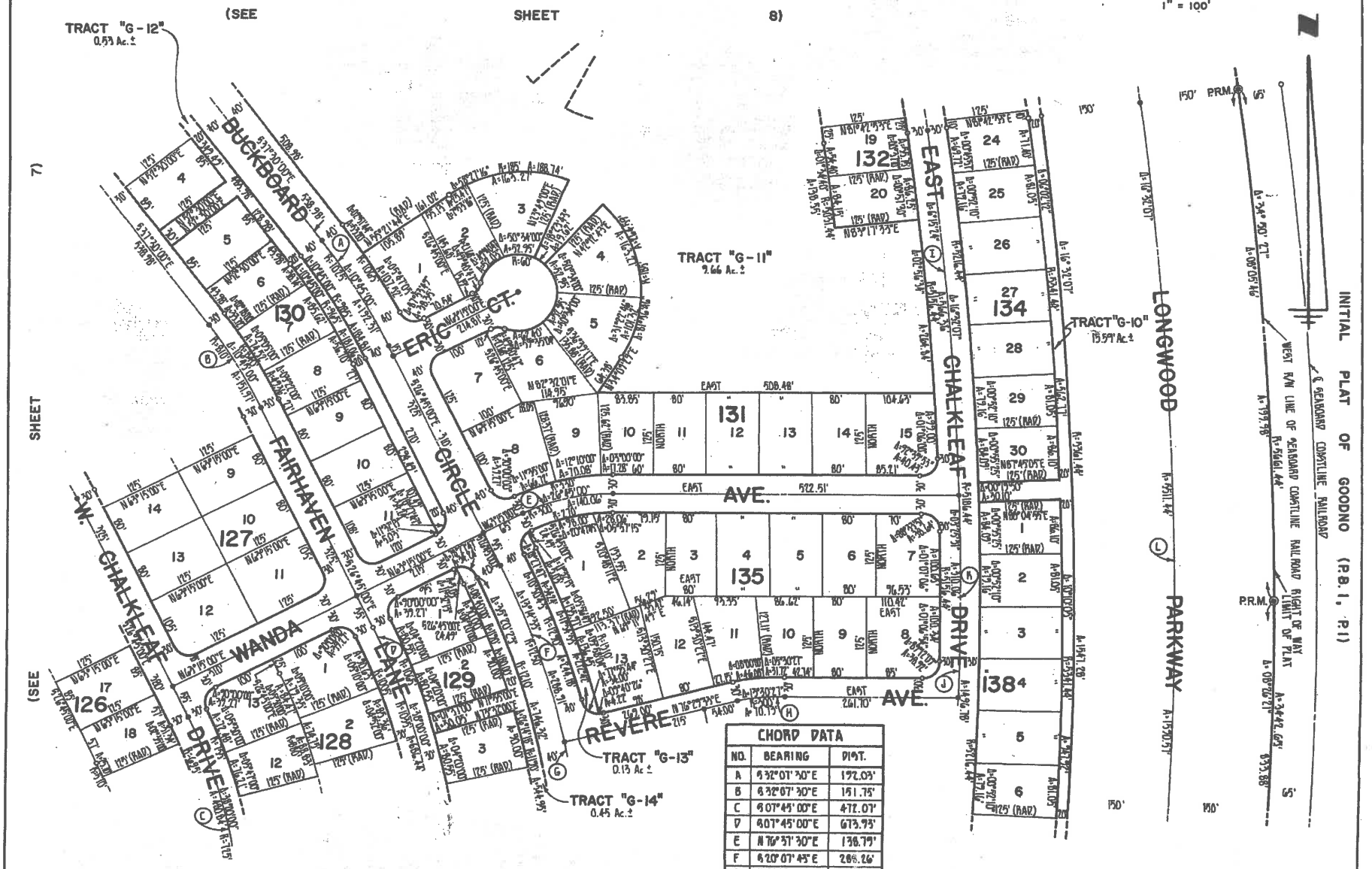
GLADES COUNTY, FLORIDA

SHEET 9 OF 11 SHEETS

PLAT BOOK 3
PAGE 166

100 50 0 100 200 300

SCALE IN FEET
1" = 100'




| CHORD DATA | | |
|---|---|---|
| NO. | BEARING | DIST. |
| A | S 32° 01' 30" E | 172.03' |
| B | S 32° 01' 30" E | 151.75' |
| C | S 01° 45' 00" E | 472.01' |
| D | S 01° 45' 00" E | 673.93' |
| E | N 76° 51' 30" E | 136.79' |
| F | S 20° 01' 45" E | 286.26' |
| G | N 7° 45' 00" W. | 813.92' |
| H | N 83° 14' 46" E | 70.56' |
| I | S 09° 09' 29" E | 566.09' |
| J | S 00° 18' 51" E | 310.01' |
| K | S 00° 01' 04" E | 1491.59' |
| L | S 00° 01' 04" E | 1585.06' |

CALCULATED BY RCL
DRAWN BY P. LOPEZ
CHECKED BY RCL
APPROVED BY PM

GENERAL DEVELOPMENT ENGINEERING COMPANY
Miami, Florida

SHEET 9 OF 11 SHEETS
66 LOTS THIS SHEET

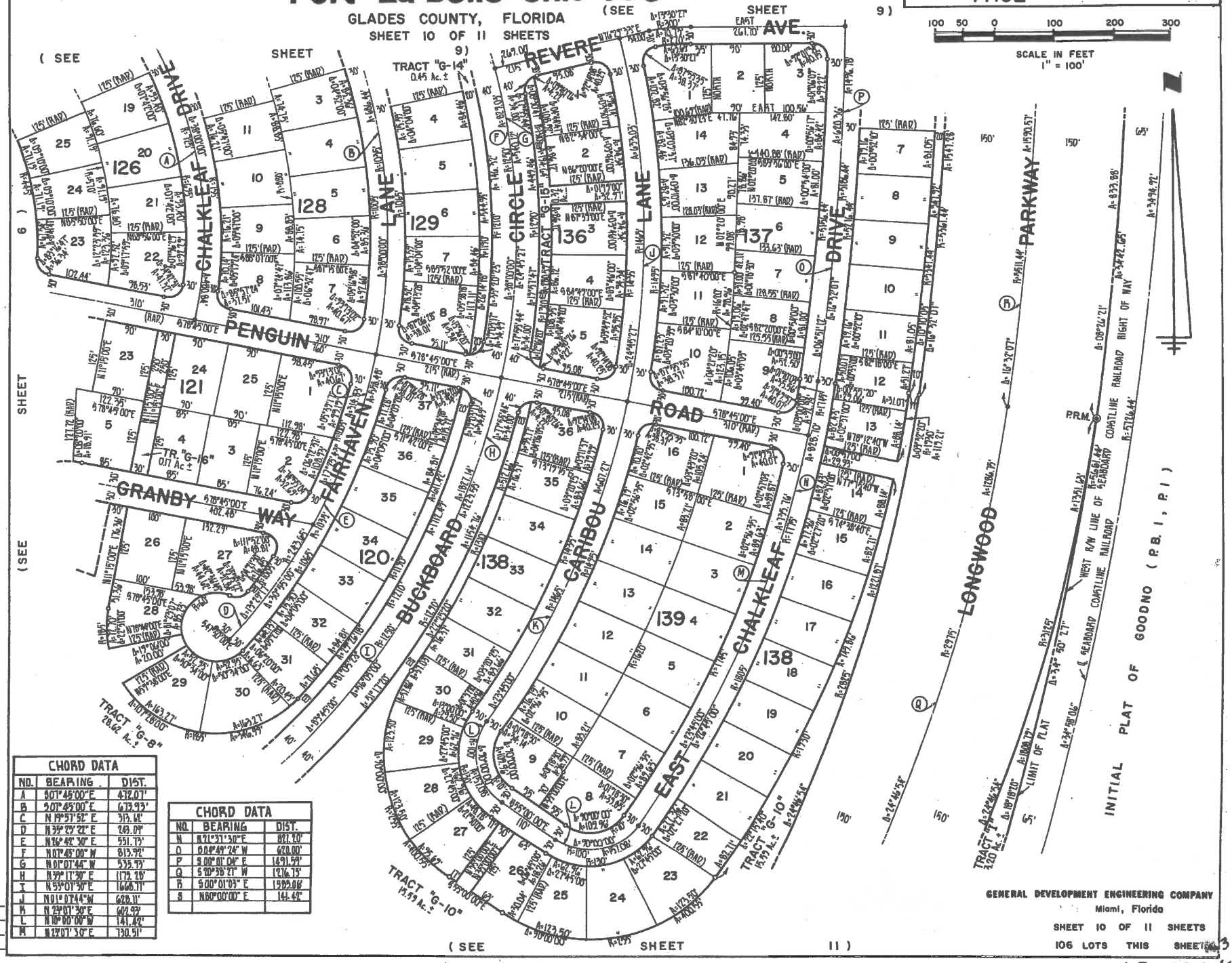
LB- 105 166

# Port La Belle Unit 105

GLADES COUNTY, FLORIDA

SHEET 10 OF 11 SHEETS

PLAT BOOK 3
PAGE 167




| CHORD DATA | | |
|---|---|---|
| NO. | BEARING | DIST. |
| A | S 01° 45' 00" E | 412.01' |
| B | S 01° 45' 00" E | 673.93' |
| C | N 19° 57' 52" E | 312.64' |
| D | N 32° 27' 22" E | 249.09' |
| E | N 16° 42' 30" E | 551.73' |
| F | N 01° 45' 00" W | 813.92' |
| G | N 01° 01' 44" W | 535.95' |
| H | N 39° 17' 30" E | 1173.28' |
| I | N 53° 01' 30" E | 1668.71' |
| J | N 01° 01' 44" W | 648.11' |
| K | N 29° 01' 30" E | 602.93' |
| L | N 10° 00' 00" W | 141.42' |
| M | N 37° 01' 30" E | 730.51' |

| CHORD DATA | | |
|---|---|---|
| NO. | BEARING | DIST. |
| N | N 71° 31' 30" E | 827.10' |
| O | S 04° 49' 24" W | 670.00' |
| P | S 00° 01' 04" E | 1491.59' |
| Q | S 20° 39' 21" W | 1216.19' |
| R | S 00° 01' 05" E | 1592.06' |
| S | N 80° 00' 00" E | 141.42' |

CALCULATED BY RCC
DRAWN BY P. LOPEZ
CHECKED BY RCC
APPROVED BY PM

GENERAL DEVELOPMENT ENGINEERING COMPANY
Miami, Florida

SHEET 10 OF 11 SHEETS
106 LOTS THIS SHEET

LB- 105

# Port La Belle Unit 105

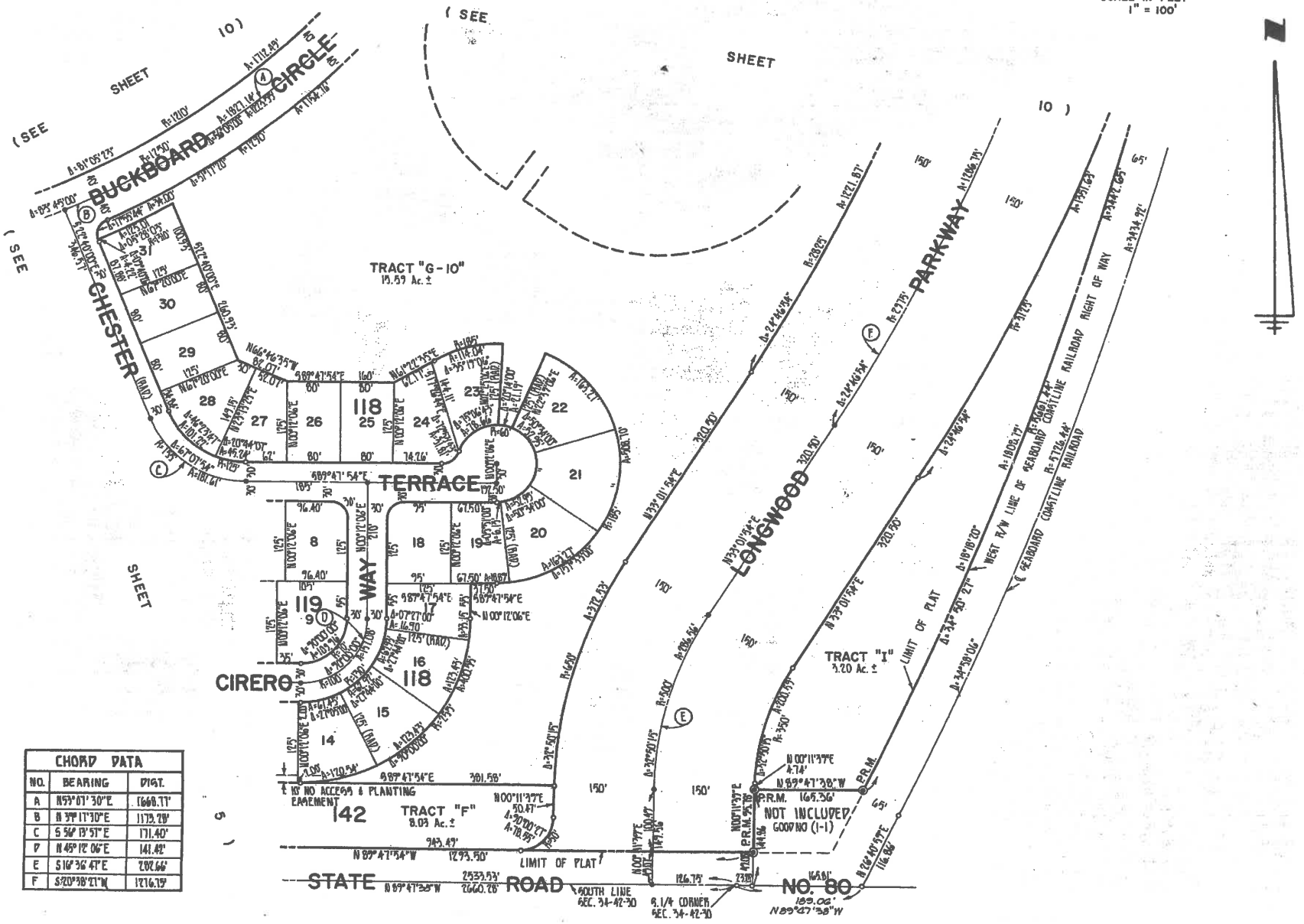
GLADES COUNTY, FLORIDA

SHEET II OF II SHEETS

PLAT BOOK 3
PAGE 168

100 50 0 100 200 300

SCALE IN FEET
1" = 100'




| CHORD DATA | | |
|---|---|---|
| NO. | BEARING | DIST. |
| A | N53°01'30"E | 1668.77' |
| B | N 39°11'30"E | 1179.29' |
| C | S 56° 13' 51"E | 171.40' |
| D | N 45° 12' 06"E | 141.42' |
| E | S 16° 36' 47"E | 292.66' |
| F | S 20°38'21"W | 1216.19' |

CALCULATED BY RCL
DRAWN BY P. LOPEZ
CHECKED BY RCL
APPROVED BY PM

GENERAL DEVELOPMENT ENGINEERING COMPANY
Miami, Florida
SHEET II OF II SHEETS
20 LOTS THIS SHEET

LB- 105

CIRCUIT CLERK GLADES COUNTY, FLORIDA

FILED FOR RECORD '95 MAR 22 PM JERRY L. BELL CLK. CIR. CT. GLADES COUNTY BY

T06012

**RESOLUTION 95- 8**

**A RESOLUTION OF GLADES COUNTY, STATE OF FLORIDA VACATING ALL OF THE PLATS KNOWN AS PORT LABELLE UNITS 103 THROUGH 111 AS MORE FULLY DESCRIBED IN EXHIBIT "A"**

**WHEREAS,** petitioner Atlantic Gulf Communities Corporation, formerly known as General Development Corporation, has filed to vacate Port LaBelle Units 103 through 111, described as follows:

**SEE EXHIBIT "A", ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.**

**WHEREAS,** Atlantic Gulf Communities Corporation holds the fee simple title or is the Authorized Agent of the fee simple owner to the plat units aforementioned, less and except Lot 10, Block 143 and Lot 7, Block 144 within the plat of Port LaBelle Unit 109; and,

**WHEREAS,** the vacation by the Board of County Commissioners of Glades County, Florida will not affect the ownership or right of convenient access of persons owning other parts of the subdivision; and,

**WHEREAS,** Notice of the Public Hearing has been duly published and Proof of Publication has been filed with the Commission; and,

**WHEREAS,** it has been shown that all state and county taxes have been satisfied; and,

**WHEREAS,** it appears that there are no objections and the facts contained in the petition are true,

**NOW THEREFORE, IN CONSIDERATION OF THESE PREMISES, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF GLADES COUNTY, FLORIDA, AS FOLLOWS:**

1. That the following described plats of Port LaBelle, to wit:

**SEE EXHIBIT "A", ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.**

be and the same are hereby vacated and all streets situated therein which have not become highways necessary for use by the traveling public and hereby vacated and abandoned and this Commission hereby renounces and disclaims any right of the County and the Public in and to the above described property, easements and streets situated therein, such property, easements and streets being returned into acreage.

2. That a certified copy of this resolution shall be filed in the offices of the Clerk of the

O.R. 152 PAGE 688

Circuit Court and duly recorded in the public records of Glades County, Florida.

3. That the applicant shall pay all recording costs.

**DATED** this 14TH day of February, 1995.

**ATTEST:**

JERRY BECK
County Clerk

Commission Chairman

Approved as to form and correctness:

MIKE RIDER
County Attorney

Publication: Glades County Democrat
Date:

O.R. 152 PAGE 689

# ATLANTIC GULF COMMUNITIES CORP.

2601 SOUTH BAYSHORE DRIVE, MIAMI, FLORIDA 33133

**LEGAL DESCRIPTION: ( PLAT UNITS TO BE VACATED)**

All of the following as recorded on the Public Records of Glades County, Florida:

Port LaBelle Unit 103, Plat Book 3, at Pages 142 through 146
Port LaBelle Unit 104, Plat Book 3, at Pages 147 through 157
Port LaBelle Unit 105, Plat Book 3, at Pages 158 through 168
Port LaBelle Unit 106, Plat Book 4, at Pages 7 through 27
Port LaBelle Unit 107, Plat Book 4, at Pages 28 through 40
Port LaBelle Unit 108, Plat Book 4, at Pages 41 through 53
Port LaBelle Unit 109, Plat Book 4, at Pages 57 through 73; LESS Lot 10 of Block 143; ALSO LESS Lot 7 of Block 144, and ALSO LESS the Right-of-Way for Dalton Lane, from the southerly plat limit, northerly, to the easterly prolongation of the northerly line of said Lot 7 of Block 144 , ALSO LESS the Right-of-Way of Ackley Lane form the northerly Right-of-Way line of Birchwood Parkway, southerly, to the easterly prolongation of the southerly line of said Lot 10 of Block 143, ALSO LESS all of North Ortona Lock Road, and ALSO LESS the lands described in the Exhibit "A" of a ROAD DEDICATION as recorded in Official Records Book 110 at Pages 978 through 979.
Port LaBelle Unit 110, Plat Book 4, at Pages 74 through 81
Port LaBelle Unit 111, Plat Book 4, at Pages 82 through 96

**EXHIBIT "A"**

O.R. 152 PAGE 690

GLA-VAC.LEG

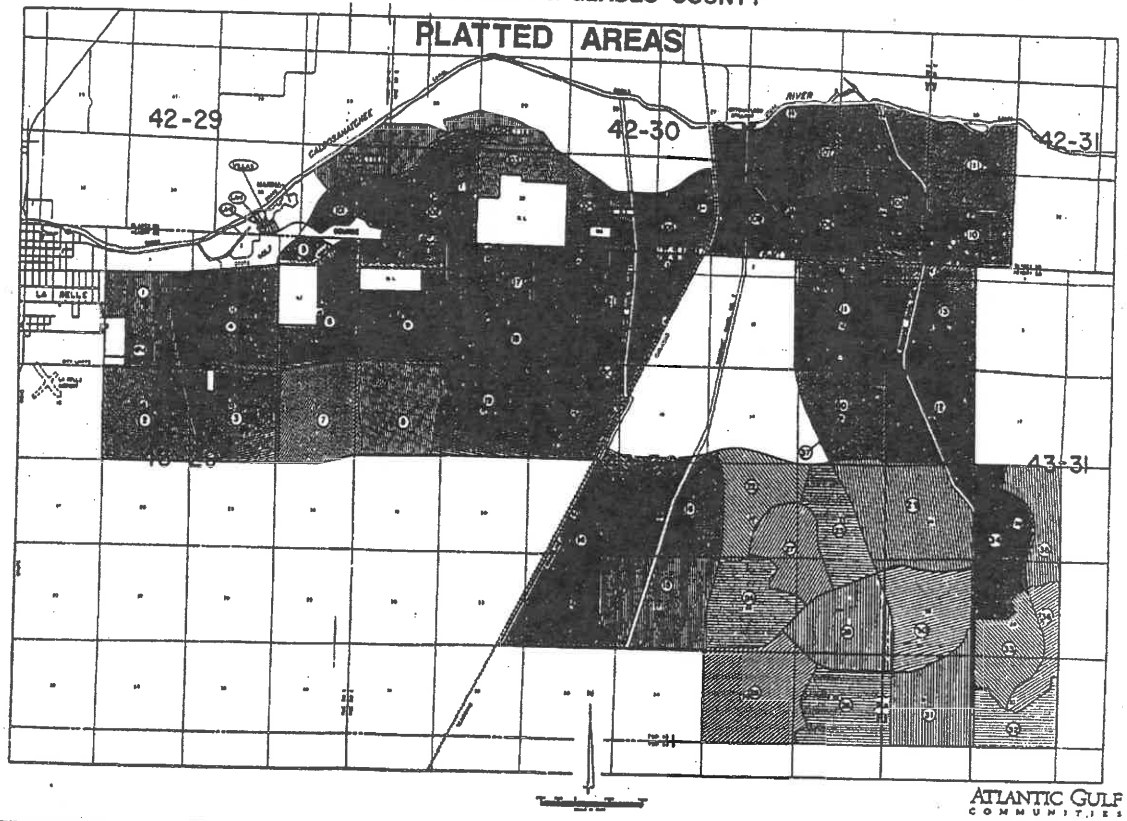
O.R. 152 PAGE 691

# Port LaBelle

EXHIBIT A-2

HENDRY COUNTY & GLADES COUNTY

PLATTED AREAS



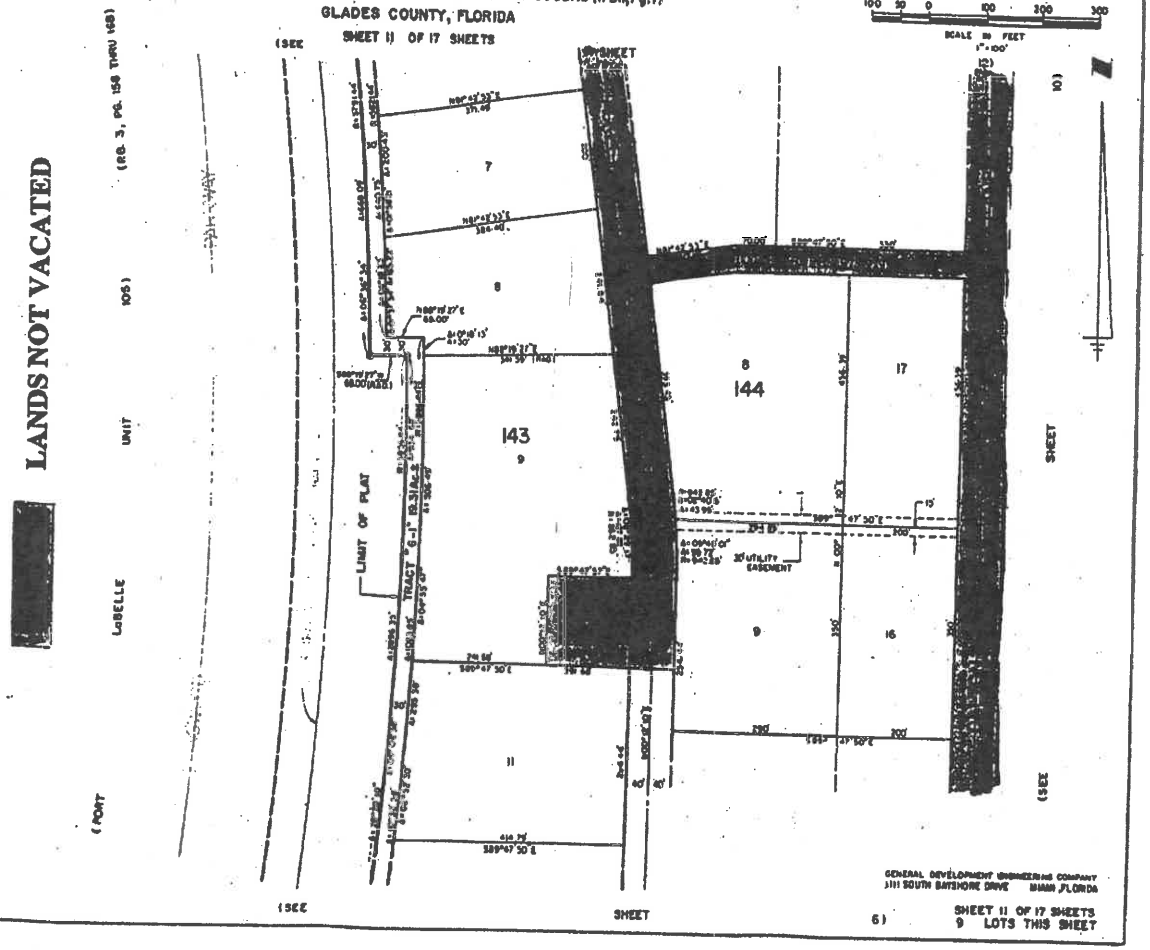

ATLANTIC GULF COMMUNITIES

NOVEMBER 1992

# PORT LaBELLE UNIT 109

A PORTION OF SECTIONS 26,27,34 & 35 TOWNSHIP 42 SOUTH, RANGE 30 EAST
AND A REPLAT OF A PORTION OF INITIAL PLAT OF GOODNO (P.B.1, Pg.1)
GLADES COUNTY, FLORIDA
SHEET 11 OF 17 SHEETS

PLAT BOOK AND PAGE 4. 1 67




O.R. 152 PAGE 692

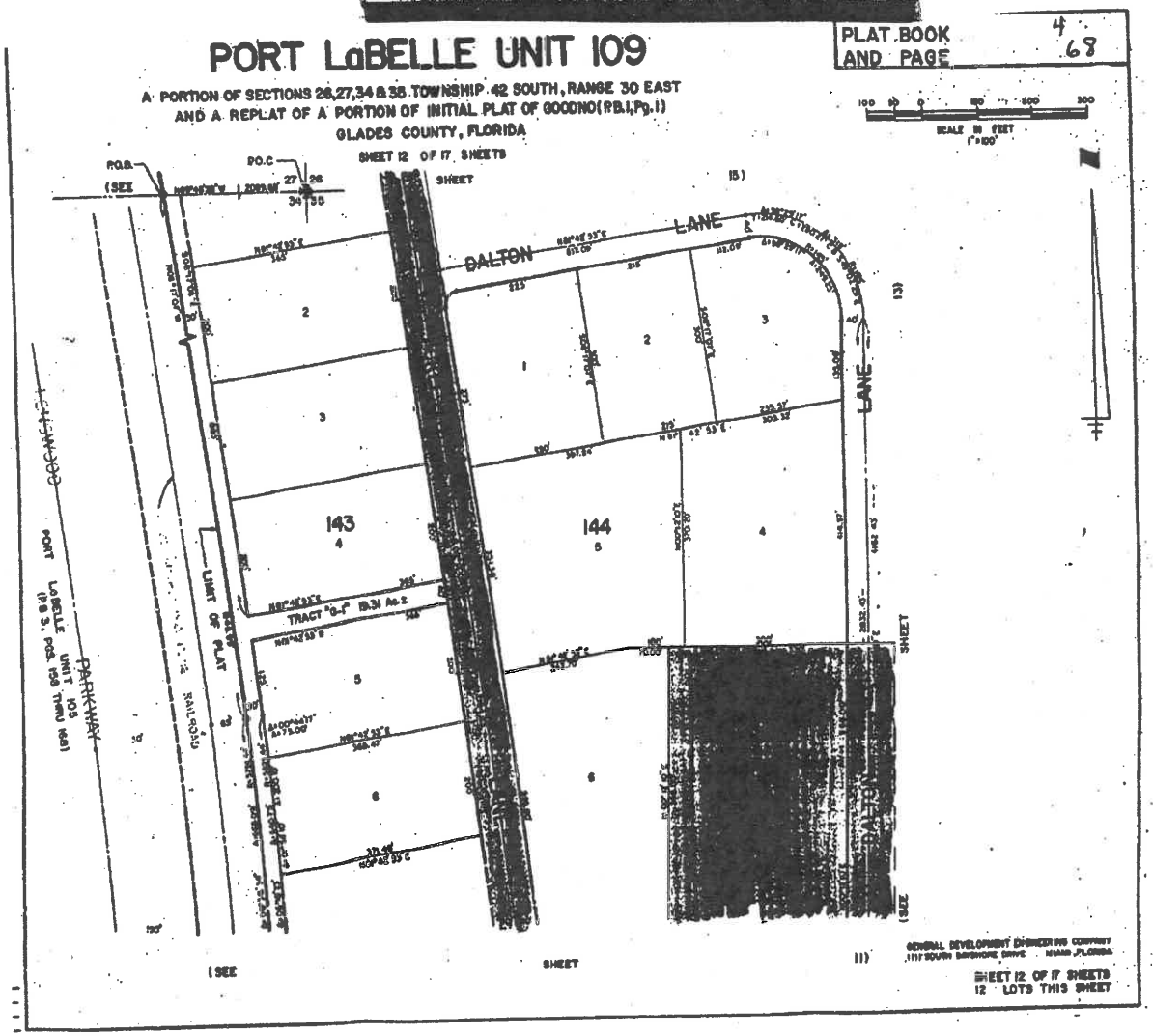
# PORT LaBELLE UNIT 109

A PORTION OF SECTIONS 26,27,34 & 35 TOWNSHIP 42 SOUTH, RANGE 30 EAST
AND A REPLAT OF A PORTION OF INITIAL PLAT OF GOODNO (P.B.1, Pg.1)
GLADES COUNTY, FLORIDA

SHEET 12 OF 17 SHEETS

PLAT BOOK AND PAGE 4 : 68

O.R. 152 PAGE 693



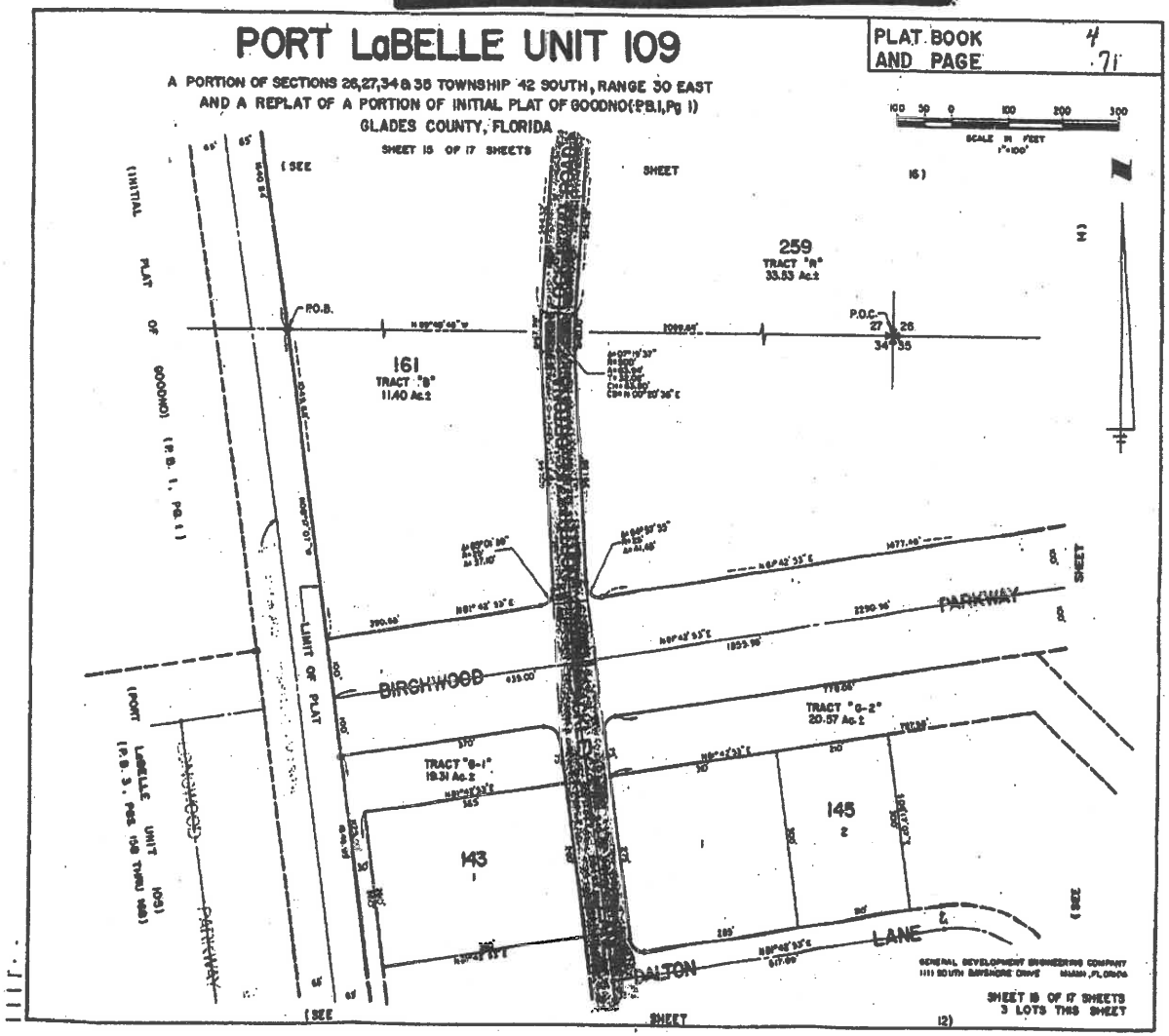

SHEET 12 OF 17 SHEETS
12 LOTS THIS SHEET

# PORT LaBELLE UNIT 109

PLAT BOOK 4
AND PAGE 71

A PORTION OF SECTIONS 26,27,34 & 35 TOWNSHIP 42 SOUTH, RANGE 30 EAST
AND A REPLAT OF A PORTION OF INITIAL PLAT OF GOODNO (P.B.1, Pg 1)
GLADES COUNTY, FLORIDA

SHEET 15 OF 17 SHEETS




SHEET 15 OF 17 SHEETS
3 LOTS THIS SHEET

O.R. 152 PAGE 694

159-373

OFF REC 0533 PAGE 1354

This instrument prepared by or under the supervision of:

Name: Steven M. Helfman, Esquire
Address: Greenberg, Traurig, Hoffman, Lipoff, Rosen & Quentel, P.A.
1221 Brickell Avenue
Miami, Florida 33131

After recording this instrument should be returned to:

Name: Dan Stevens, Esq.
Address: Hendry County Courthouse
LaBelle, Florida 33935

96 01956

(Space Reserved for Clerk of Court)

'96 FEB 29 P2:49

CLERK CIRCUIT COURT
BY M. Kelly D.C.

OFF REC
HEN. CO. FL

## QUITCLAIM NON-EXCLUSIVE UTILITY EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:** That **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation ("Grantor"), for and in the consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto **HENDRY COUNTY, FLORIDA**, a political subdivision of the State of Florida, its successors and assigns ("Grantee"), a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress and for the construction, installation, maintenance and repair of water and sewer lines, and other utility facilities over, upon, across and through all private roads identified on the existing recorded plats of the Port LaBelle development area of Hendry County and Glades County, Florida.

Grantor, however, reserves the right and privilege to use such private roads in common with Grantee for all purposes except as herein granted or as might substantially interfere with Grantee's use, occupation or enjoyment thereof.

In the event that Grantee, its employees, agents or contractors, cause damage to such private roads in the exercise of the privilege granted in this non-exclusive easement, Grantee agrees to restore such private roads so damaged to their original condition and grade.

Grantor makes no representations or warranties of any kind whatsoever including, without limitation, Grantor's interest in such private roads, if any, or Grantor's right to grant any easement over, upon, across and/or through such private roads.

**IN WITNESS WHEREOF**, Grantor has hereunto set its seal as of the 29th day of February, 1996.

FILED FOR RECORD
'96 APR 22 PM 4:01
GLADES COUNTY, FLA.
JERRY BECK
CLK. CIR. CT.

CIRCUIT COURT CLERK GLADES COUNTY, FLORIDA

Witnessed by:

**GRANTOR:**

ATLANTIC GULF COMMUNITIES CORPORATION,
a Delaware corporation

Norman S. Fairing/DV
Print Name: NORMAN S. FAIRING/DV

By: [signature]
Name: Charles E. Fancher, Jr.
Title: Vice President

Steven M. Helfman
Print Name: Steven M. Helfman

[CORPORATE SEAL]

STATE OF FLORIDA )
) SS:
COUNTY OF Hendry )

The foregoing instrument was acknowledged before me this 29 day of February, 1996 by Charles E. Fancher, Jr., as Vice President of ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced personally known as identification.

Felicia Bee
Name: Felicia Bee
Notary Public, State of Florida
Commission No.: CC265677

My Commission Expires:

3-14-97

[Notarial Seal]

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
FELICIA BEE
COMMISSION NUMBER
CC265677
MY COMMISSION EXP.
MAR. 14 1997

O.R. 533 PAGE 373

This instrument prepared by or under the supervision of:

Name: Steven M. Helfman, Esquire
Address: Greenberg, Traurig, Hoffman, Lipoff, Rosen & Quentel, P.A.
1221 Brickell Avenue
Miami, Florida 33131

OFF REC 0533 PAGE 1355

After recording should be returned to:

Name: Dan Stevens, Esq.
Address: Hendry County Courthouse
LaBelle, Florida 33935

96 01957

pit

(Space Reserved for Clerk of Court)

'96 FEB 29 P2:09

CLERK CIR CT COURT BY D.C.

OFFICIAL RECORDS HENDRY COUNTY, FL

FILED FOR RECORD JERRY L. ECG CLK. CIR. CT. GLADES COUNTY, FL. BY D.C.

'96 MAR 22 PM 01

O.R. 1 59 PAGE 1374

## ASSIGNMENT OF EASEMENTS

**KNOW ALL MEN BY THESE PRESENTS:** That **GENERAL DEVELOPMENT UTILITIES, INC.**, a Florida corporation ("Assignor"), for and in the consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto **HENDRY COUNTY, FLORIDA**, a political subdivision of the State of Florida, its successors and assigns ("Assignee"), all of Assignor's right, title and interest, in and to those certain easements, licenses, prescriptive rights, rights-of-ways and rights to use public and private roads, highways, streets, and other areas owned and/or used by Assignor identified on Exhibit "A" attached hereto, in connection with the construction, reconstruction, installation, maintenance and operation of that certain water production, storage, treatment, transmission, and distribution system, and wastewater treatment, transmission, collection and effluent disposal system, more commonly known as the Port LaBelle Water and Sewer System.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, Assignor has hereunto set its seal as of the 29th day of February, 1996.

CIRCUIT COURT CLERK GLADES COUNTY, FLORIDA

Witnessed by:

**ASSIGNOR:**

**GENERAL DEVELOPMENT UTILITIES, INC.**, a Florida corporation

Print Name: E. Dan Stevens

By:
Name: Charles E. Fancher, Jr.
Title: President

Print Name: Steven M. Helfman

[CORPORATE SEAL]

STATE OF FLORIDA )
) SS:
COUNTY OF DADE Hendry )

The foregoing instrument was acknowledged before me this 29 day of February, 1996 by Charles E. Fancher, Jr., as President of GENERAL DEVELOPMENT UTILITIES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced personally known as identification.

Felicia Bee
Name: Felicia Bee
Notary Public, State of Florida
Commission No.: CC265677

My Commission Expires:

3-14-97

[Notarial Seal]

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
FELICIA BEE
COMMISSION NUMBER
CC265677
MY COMMISSION EXP.
MAR. 14,1997

**EXHIBIT "A"**

1. Grant of Easement given by Atlantic Gulf Communities Corporation, a Delaware corporation, in favor of General Development Utilities, Inc., a Florida corporation, dated February 15, 1994 and recorded February 25, 1994 in Official Records Book 146, at Page 21 of the Public Records of Glades County, Florida.

2. Grant of Utility Easement given by Atlantic Gulf Communities Corporation, a Delaware corporation, in favor of General Development Utilities, Inc., a Florida corporation, dated February 5, 1993 and recorded February 12, 1993 in Official Records Book 492, at Page 1547 of the Public Records of Hendry County, Florida.

3. Grant of Utility Easement given by Atlantic Gulf Communities Corporation, a Delaware corporation, in favor of General Development Utilities, Inc., a Florida corporation, dated February 10, 1993 and recorded March 22, 1993 in Official Records Book 139, at Page 986 of the Public Records of Glades County, Florida.

4. Easement by and between School Board of Hendry County, Florida, LaBelle, Florida and General Development Utilities, dated February 9, 1993 and recorded February 10, 1993 in Official Records Book 492, at Page 1296 of the Public Records of Hendry County, Florida.

5. Grant of Utility Easement given by Country Village Property Owners Association, Inc. in favor of General Development Utilities, Inc., a Florida corporation, dated February 1, 1993 and recorded February 19, 1993 in Official Records Book 492, at Page 1860 of the Public Records of Hendry County, Florida.

6. Grant of Utility Easement given by The Port LaBelle Unit Four Property Homeowners Association, Inc., in favor of General Development Utilities, Inc., a Florida corporation, dated February 8, 1993 and recorded March 3, 1993 in Official Records Book 493, at Page 640 of the Public Records of Hendry County, Florida.

7. Grant of Utility Easement given by The Port LaBelle Unit Four Property Homeowners Association, Inc., in favor of General Development Utilities, Inc., a Florida corporation, dated February 8, 1993 and recorded March 3, 1993 in Official Records Book 493, at Page 642 of the Public Records of Hendry County, Florida.

8. Grant of Utility Easement given by The Port LaBelle Unit Four Property Homeowners Association, Inc., in favor of General Development Utilities, Inc., a Florida corporation, dated February 8, 1993 and recorded March 3, 1993 in Official Records Book 493, at Page 644 of the Public Records of Hendry County, Florida.

9. Grant of Utility Easement given by Atlantic Gulf Communities Corporation, a Delaware corporation, in favor of General Development Utilities, Inc., a Florida corporation, dated February 5, 1993 and recorded February 12, 1993 in Official Records Book 492, at Page 1549 of the Public Records of Hendry County, Florida.

10. Grant of Utility Easement given by The Laurel Oaks Village Unit 5 Property Owners' Association, Inc., a Florida not-for-profit corporation, in favor of General Development Utilities, Inc., a Florida corporation, dated July 26, 1993 and recorded July 30, 1993 in Official Records Book 498, at Page 1254 of the Public Records of Hendry County, Florida.

11. Grant of Utility Easement given by The Port LaBelle Unit Four Property Homeowners Association, Inc., in favor of General Development Utilities, Inc., a Florida corporation, dated October 21, 1993 and recorded December 8, 1993 in Official Records Book 503, at Page 1381 of the Public Records of Hendry County, Florida.

12. All of Assignor's right, title and interest in and to those certain easements in the plats of the Port LaBelle development area of Hendry County and Glades County, Florida.

O.R. 139 PAGE 375

21st

#80410 O.R. Book 102, Page 671

THIS INSTRUMENT PREPARED BY:
SAUL J. SACK, ESQUIRE
1111 South Bayshore Drive,
Miami, Florida 33131

GENERAL DEVELOPMENT CORPORATION
A Delaware Corporation

TO WHOM IT MAY CONCERN

DECLARATION OF RESTRICTIONS
PORT LABELLE UNIT 110

WHEREAS, GENERAL DEVELOPMENT CORPORATION, a Delaware Corporation hereinafter referred to as "General", authorized to do business in the State of Florida, is the owner of the following described property, situate, lying and being in Glades County, Florida, to-wit: Lots and Blocks of Port LaBelle Unit 110, a subdivision in Glades County, Florida, according to the plat thereof, recorded in Plat Book 4 at Pages 74 through 81 of the Public Records of Glades County, Florida, as more particularly described in Schedule"A" attached hereto and made a part hereof by reference (herein called ("the Subject Property"); and,

WHEREAS, the Subject Property is not subject to restrictions and limitations of record; and

WHEREAS, it is now desired by General to place restrictions and limitations of record as to the use of each and every one of the lots located in the Subject Property.

NOW, THEREFORE, General does hereby declare that the property included in the Subject Property shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth.

ARTICLE I
USE AND SIZE RESTRICTIONS

1. All lots in all blocks are single family residence lots and no principal building shall be constructed or erected on any single family residence lot other than one detached single family dwelling not to exceed two (2) stories in height.

2. No principal building shall be constructed having less than 800 square feet of living space, exclusive of garage. Each dwelling shall have an enclosed garage.

RECEIVED
JERRY GILLIS
GLADES COUNTY
86 JAN 31 PM 2:

3. With respect to all of the foregoing and for the purpose of the covenants set forth in this Declaration of Restrictions, the minimum square footage residence requirements shall be established and construed as being exclusive of carports, garages, screened porches, patios and outside storage areas. Provided, however, that this shall not be construed to permit any portion of the building such as eaves, steps, open patios, and wing-walls, etc., to encroach upon another lot or into or upon any easements.

ARTICLE II
ENVIRONMENTAL CONTROL COMMITTEE

1. Appointment of Committee. There shall be appointed by General, its successors or assigns, an Environmental Control Committee.

2. Review by Committee. The Committee, in its review of all proposed construction, modifications, or alterations to existing structures, shall be guided by the following standards of environmental control, to-wit: those included in Article IV hereof; and those included in Board of County Commissioners of Glades County, Florida, Resolution No. 83-32, as recorded in Resolution Book 91, Page 300 of the Public Records of Glades County, Florida, at Pages 303 and 304; together with the following:

a. Architectural Control. No building, fence, wall or other addition or modification to existing structures shall be commenced, erected or maintained upon the Subject Property, nor shall any exterior addition to or change or alteration therein, including patio covers, be made until the plans, drawn to appropriate scale, and specifications showing the nature, kind, shape, height, material and location of the same including exterior color scheme shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography and vegetation by the Environmental Control Committee. Approval or disapproval of the same shall be made by the Committee and returned to the applicant within a reasonable time, not to exceed forty-five (45) days after receipt of same.

b. Existing Trees. Existing trees on the property will not be removed unless their removal proves to be necessary due to the emplacement of the structure or structures. Location and size of all existing trees, including those proposed to be removed, shall be indicated on landscaping plans and specifications, and subject to the approval of the Environmental Control Committee.

## ARTICLE III
## WATER AND SEWER UTILITIES

1. Mandatory Connection. General and its wholly owned subsidiary, General Development Utilities, Inc., (hereinafter referred to as "Utilities"), and their respective successors and assigns, hereby declare that General and all persons claiming by, through, and under General as owners of Lots or Living Units shall, within not more than One-Hundred-Twenty (120) days after the water distribution mains and/or sewage collection lines become available to serve a particular Lot or Living Unit, be required to connect to and make use of the water and/or sewer services furnished by Utilities and shall pay to Utilities, in addition to the prescribed connection charges and monthly service charges then in effect under the rules, regulations and rate schedules of Utilities, a utilities extension fee (for plant capacity and main lines).

2. Prohibition of individual Wells and Septic Tanks. No individual water wells, septic tanks or other individual sewage disposal facility shall be permitted on any Lot or Living Unit from such time when central water and/or sewer service or services are made available. It shall be permitted that individual water wells be used for non-potable uses such as lawn sprinkling, filling of swimming pools, and other similar non-potable uses.

3. It shall be a requirement that no water closet be installed in any building or home to be constructed on any of the properties having a capacity in excess of 3.5 gallons.

4. Enforcement. The extension of water and/or sewer lines by Utilities into the Subject Property shall, as to each Lot or Living Unit and to the extent of the utilities extension fees referred to in Section 1 above, constitute and shall be deemed an improvement to each such Lot or Living Unit. In the event that General or Owner of Lots or Living Units claiming by, through or under General, fail or refuse to connect to and utilize the water and/or sewer systems of Utilities, when same become available and make payment of the utilities extension fees and/or charges as prescribed above, Utilities may enforce the obligation to connect and to make such payment, together with all costs of enforcement and collection, including a reasonable attorney's fees. Utilities shall, in addition to other remedies available to it as prescribed by Florida law, be entitled to have and enforce a mechanic's lien and give notice thereof among the Public Records of Glades County, Florida.

5. Reservation of Water Rights. General as the Developer, reserves to itself and its successors and assigns all subsurface water rights under the Subject Property below 400 feet, but with no right of surface access thereto.

## ARTICLE IV
## UNIFORM GENERAL REQUIREMENTS

1. No single family residence shall be otherwise subdivided.

2. Minimum building setback requirements shall be in accordance with the Ordinances and Building Codes of Glades County.

3. Recreational Vehicles. No travel trailer, mobile home, recreational vehicle, boat, tent, storage building, garage, barn or out building erected on any lot shall at any time be used as a residence, temporarily, or permanently. The phrase "recreational vehicle" shall mean every vehicle and conveyance designed, used or maintained primarily as a travel trailer, motor home, camper, boat and boat trailer or other similar use.

4. Parking. No truck exceeding one-ton capacity or recreational vehicle, as defined above, or boat shall be parked overnight in areas zoned residential unless the truck is employed in the construction of new residential units.

5. Signs. No sign of any kind shall be displayed to the public view on any single family residence Lot, except signs permitted either by Glades County or signs used by a builder to advertise the property during the construction and sales period, all of which shall be approved by the Environmental Control Committee.

6. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other domestic pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

7. Trash Storage. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers and placed in the trash enclosures, if provided in the project. No lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown or unsightly.

8. Planting. No hedge, or shrub planting which obstructs sight lines at elevations between two (2') feet and six (6') feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10') feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above-described limits of intersections unless the foliage line is maintained at or above six (6') feet above the roadway intersection elevation to prevent obstruction of sight lines. The Environmental Control Committee shall grant exceptions in specific instances.

9. Oil, Gas and Mineral Operations. No operations with respect to oil, gas and minerals, including, without limitation, drilling, development, refining, exploration, quarrying, mining or extractions of any kind shall be permitted upon any Lot nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick, drilling rig or other structure designed for use in drilling for oil or gas shall be erected, maintained or permitted on any Lot or parcel.

10. Easements. Easements for the installation and maintenance of public utilities and drainage facilities are reserved as noted on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. The easement area of each Lot, tract or parcel and all permitted improvements within said easement areas shall be maintained continuously by the Owner of the Lot, tract, or parcel, except for those improvements for which a public authority or utility company is responsible.

## ARTICLE V
## GENERAL PROVISIONS

1. Amendments. Anything in this Declaration to the contrary notwithstanding, this Declaration of Covenants and Restrictions may be amended from time to time by the fee owner or fee owners of record of a majority of the lots affected by the respective provisions of this Declaration. Provided, that no amendment affecting the rights or obligations of General, its successors or assigns, may be made without the written consent of General Development Corporation, it successors, and/or assigns; and that no such amendment shall affect or interfere with vested rights previously acquired by Lot or Unit Owners.

2. Duration. Except as provided in Section 1 hereof, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, unless the same be amended, modified or revised pursuant to the provisions of Section 1 of this Article. Thereafter, and after the expiration of said intial twenty (20) year period, said covenants shall be automatically extended for successive period of ten (10) years unless amended, modified, or revised as provided in Section 1 of this Article.

3. Enforcement. Enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, General shall have the right, whenever there shall have been built on any Lot any structure which is in violation of these covenants and restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owners; and such entry and abatement or removal shall not be deemed a trespass.

4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, GENERAL DEVELOPMENT CORPORATION, a Delaware corporation authorized to do business in the State of Florida, has caused these presents to be executed by its proper officers who are thereunto duly authorized, and its corporate seal to be affixed at Miami, Dade County, Florida, on this 25 day of October, 1985.

GENERAL DEVELOPMENT CORPORATION

By: _____
C.C. CRUMP
SENIOR VICE PRESIDENT

(CORPORATE SEAL)

ATTEST: _____
NANCY H. ROEN
SECRETARY

STATE OF FLORIDA)
)ss
COUNTY OF DADE )

I HEREBY CERTIFY that on this 25 day of October, 1985, before me, personally appeared C.C. CRUMP and NANCY H. ROEN, Senior Vice-President and Secretary respectively of General Developement Corporation, known by me to be the persons described in and who executed the foregoing Declaration of Restrictions as such officers of said corporation for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that 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
My Commission Expires MAY 12,1989
Bonded thru GENERAL INS. UND.

#80410 O.R. Book 102, Page 675

SCHEDULE "A"
Subject Property
Lots and Blocks of
Port LaBelle Unit 110
a subdivision in Glades County, Florida,
according to the plat thereof
recorded in Plat Book 4, Pages 74 thru 81
of the Public Records of
Glades County, Florida

All Lots in all Blocks, LESS Tracts G-1 thru G-3 and Tracts A thru F, H and J, all of which are specifically excluded from this Declaration.

STATE OF FLORIDA NO. 80410
COUNTY OF GLADES
This Instrument Filed and Recorded this 31st day of Jan. 19 86 at 1:35 PM in O R Bk. No. 102 Page No. 671-675
JERRY L. BECK, Clerk Circuit Court
Margaret E. Snyder, D.C.

17.50

# EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that, Dwayne A. House whose address is 613 Northwest 7th Street, Miami, Florida 33136, hereinafter called Grantor, for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, does grant unto Level 3 Communications, LLC its successors, assigns, lessees and agents, hereinafter called Grantee, a right of way and easement to construct, operate, maintain, inspect, alter, replace and remove such underground communications system ("System") as the Grantee may, from time to time, require, consisting of underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers and other facilities and equipment for similar uses, upon, over, through, under and along a parcel of land ten feet (10') in width ("Easement") crossing the real property described in Exhibit A attached hereto ("Property") and a plat of the Easement shown on Exhibit B attached hereto and, by reference both made a part hereof, together with: *** A NON-EXCLUSIVE

~~(A) the right of ingress and egress over and across any adjacent and contiguous land owned or controlled by Grantor as described in Exhibit A for the purpose of exercising the rights granted herein provided that such ingress and egress does not interfere with Grantee's use hereunder;~~

(A) (B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement, and during construction or maintenance periods, to use additional areas adjacent to the Easement for ingress and egress.

Grantor represents and warrants to Grantee that: Grantor is the sole lawful and owner and is in peaceful possession of the Property, ~~that Property is free and clear of all liens and encumbrances~~, Grantor has good and marketable title to convey the Easement granted herein; the Easement is wholly within the Property, and the Easement is free of any grants/ Claims, ~~or encumbrances~~ which would conflict with Grantee's unrestricted use thereof, as contemplated by this agreement. ** or NC

Grantor shall have the right to use and enjoy the surface of the Easement except when such use interferes with the rights and privileges conveyed herein to Grantee. Grantor agrees not to erect or construct any building or structure, or plant trees within the Easement. Grantee hereby agrees that Grantee shall landscape the surface of the Easement in a manner reasonably compatible with the adjacent property within ninety (90) days of completion of construction

Grantee agrees to fully compensate Grantor for any damage or injury done to livestock, growing crops, improvements, structures, parking areas, landscaping and other appurtenances and/or other improvements in the course of construction and maintenance associated with the aforesaid System except if caused by the negligent or willful act or omissions of Grantor, its heirs, assigns, agents, employees or contractors. Grantee agrees that any areas adjacent to the Easement that are altered or damaged as a result of construction or maintenance by Grantee, but which are lying outside the Easement shall be restored to their prior condition when said construction or maintenance is completed.

OR BOOK 186 PAGE 0088

120340

CIRCUIT COURT CLERK GLADES COUNTY, FLORIDA

FILED FOR RECORD
99 SEP 13 PM 3:06
GLADES COUNTY CLERK OF CIRCUIT COURT
BY: Bonny Rhyne

Grantee agrees to release, indemnify, defend and hold harmless Grantor against any and all claims, demands and causes of action arising in favor of any person, corporation or governmental entity, because of personal injury including death, or damages to property, including the System, resulting from any act or omission of Grantee its employees, contractors, subcontractors, or agents in the course of construction and maintenance of the System or use of the Easement

Grantor agrees that should the System be abandoned, or not used for a period of two (2) years, the Easement shall automatically cease and terminate and Grantee shall, if requested by the undersigned, release the same of record.

Grantor hereby agrees to warrant and forever defend title to the Easement against the claims of any and all persons claiming by, through or under Grantor, and that Grantor has full right and authority to enter into and deliver unto Grantee this right of way and easement.

The covenants, terms, conditions and provisions therein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, assigns, lessees and agents of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed this ✓ 7 day of ✓ Sept-99, 1999.

By: ✓ [signature]

Title: ✓ OWNER

ACKNOWLEDGMENT

STATE OF ✓ FLORIDA

COUNTY OF ✓ DADE

BEFORE ME, the undersigned authority, on this ✓ 8th day of September 1999 personally appeared ✓ DUWAYNE HOUSE known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed and for the purposes and consideration therein expressed.

✓ [signature] Notary Public

✓ 3/16/2003 Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
ANA GALIANO
MY COMMISSION # CC 806357
EXPIRES 03/16/2003
1-800-3-NOTARY Fla. Notary Services & Bonding Co.

O.R. BOOK 186 PAGE 0089

EXHIBIT A

**LEGAL DESCRIPTION OF REAL PROPERTY**

Property situated in County of Glades, State of Florida, and legally described as follows:

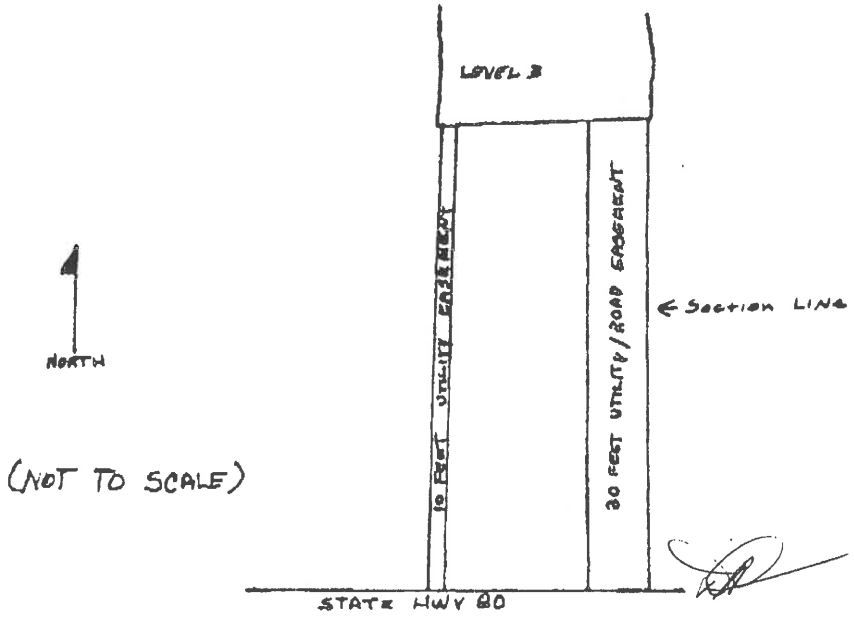
ALL THAT TRACT OR PARCEL OF LAND LYING IN A PORTION OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST, GLADES COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31, THENCE SOUTH 00 DEGREES 26' 47" WEST ALONG THE EAST LINE OF SAID SECTION 31 A DISTANCE OF 3709 FEET TO A POINT; THENCE NORTH 89 DEGREES 33' 13" WEST A DISTANCE OF 250 FEET TO A POINT; THENCE SOUTH 00 DEGREES 26' 47" WEST A DISTANCE OF 871.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 33' 13" EAST A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 26' 47" WEST A DISTANCE OF 700.86 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80(A 100 FOOT WIDE RIGHT-OF-WAY); THENCE NORTH 89 DEGREES 45' 31" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 10.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 26' 47" EAST A DISTANCE OF 700.89 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.161 ACRES MORE OR LESS.

O.R. BOOK 186 PAGE 0090

**EXHIBIT B**

**PLAT OR DEPICTION OF THE EASEMENT**




O.R. BOOK 186 PAGE 0091

1950

# EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that, Dwayne A. House whose address is 613 Northwest 7th Street, Miami, Florida 33136, hereinafter called Grantor, for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, does grant unto Level 3 Communications, LLC its successors, assigns, lessees and agents, hereinafter called Grantee, a right of way and easement to construct, operate, maintain, inspect, alter, replace and improve an access road and such underground communications system ("System") as the Grantee may, from time to time, require, consisting of underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers and other facilities and equipment for similar uses, upon, over, through, under and along a parcel of land thirty feet (30') in width ("Easement") crossing the real property described in Exhibit A attached hereto ("Property") and a plat of the Easement shown on Exhibit B attached hereto and, by reference both made a part hereof, together with: *** A NON-EXCLUSIVE

[illegible]

(A) (B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement, and during construction or maintenance periods, to use additional areas adjacent to the Easement for ingress and egress.

Grantor represents and warrants to Grantee that: Grantor is the sole lawful and owner and is in peaceful possession of the Property; [illegible] Grantor has good and marketable title to convey the Easement granted herein; the Easement is wholly within the Property; and the Easement is free of any grants, claims, encumbrances which would conflict with Grantee's unrestricted use thereof, as contemplated by this agreement.

** or

Grantee agrees to fully compensate Grantor for any damage or injury done to livestock, growing crops, improvements, structures, parking areas, landscaping and other appurtenances and/or other improvements in the course of construction and maintenance associated with the aforesaid System except if caused by the negligent or willful act or omissions of Grantor, its heirs, assigns, agents, employees or contractors. Grantee agrees that any areas adjacent to the Easement that are altered or damaged as a result of construction or maintenance by Grantee, but which are lying outside the Easement shall be restored to their prior condition when said construction or maintenance is completed.

Grantee agrees to release, indemnify, defend and hold harmless Grantor against any and all claims, demands and causes of action arising in favor of any person, corporation or governmental entity, because of personal injury including death, or damages to property, including the System, resulting from any act or omission of Grantee its employees, contractors, subcontractors, or agents in the course of construction and maintenance of the System or use of the Easement.

O.R. BOOK 186 PAGE 0092

120341

CIRCUIT COURT CLERK GLADES COUNTY, FLORIDA

FILED FOR RECORD
99 SEP 13 PM 3:08
JOYCE HILL
CLERK CIRCUIT COURT
GLADES COUNTY, FLORIDA
BY Bonny Hymel D.C.

Grantor agrees that should the System be abandoned, or not used for a period of two (2) years, the Easement shall automatically cease and terminate and Grantee shall, if requested by the undersigned, release the same of record.

Grantor hereby agrees to warrant and forever defend title to the Easement against the claims of any and all persons claiming by, through or under Grantor, and that Grantor has full right and authority to enter into and deliver unto Grantee this right of way and easement.

The covenants, terms, conditions and provisions therein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, assigns, lessees and agents of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed this ✓ 7 day of ✓ SEPT, 1999.

By: ✓ [signature]

Title: ✓ OWNER

ACKNOWLEDGMENT

STATE OF ✓ FLORIDA

COUNTY OF ✓ DADE

BEFORE ME, the undersigned authority, on this 8th day of September 1999, personally appeared ✓ Dwaine House known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed and for the purposes and consideration therein expressed.

✓ [signature]
✓ Notary Public

✓ 3/16/2003
Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
ANA GALIANO
MY COMMISSION # CC 806257
EXPIRES: 03/16/2003
1-800-3-NOTARY Fla. Notary Services & Bonding Co.

O.R. BOOK 136 PAGE 0093

**EXHIBIT A**

**LEGAL DESCRIPTION OF REAL PROPERTY**

Property situated in County of Glades, State of Florida, and legally described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING IN A PORTION OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST, GLADES COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31, THENCE SOUTH 00 DEGREES 26' 47" WEST ALONG THE EAST LINE OF SAID SECTION 31 A DISTANCE OF 3709 FEET : THENCE CONTINUE SOUTH 00 DEGREES 26'47" WEST ALONG SAID EAST LINE OF SAID SECTION 31 A DISTANCE OF 871.00 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE SOUTH 00 DEGREES 26'47" WEST ALONG SAID EAST LINE OF SECTION 31 A DISTANCE OF 700.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD 80: THENCE NORTH 89 DEGREES 45' 31" WEST ALONG SAID NORTH RIGHT OF WAY LINE OF STATE ROAD 80 A DISTANCE OF 30.00 FEET TO A POINT: THENCE NORTH 00 DEGREES 26'47" EAST A DISTANCE OF 700.11 FEET TO A POINT: THENCE SOUTH 89 DEGREES 33' 13" EAST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.482 ACRES MORE OR LESS.

O.R. BOOK 186 PAGE 0094

**EXHIBIT B**

**PLAT OR DEPICTION OF THE EASEMENT**

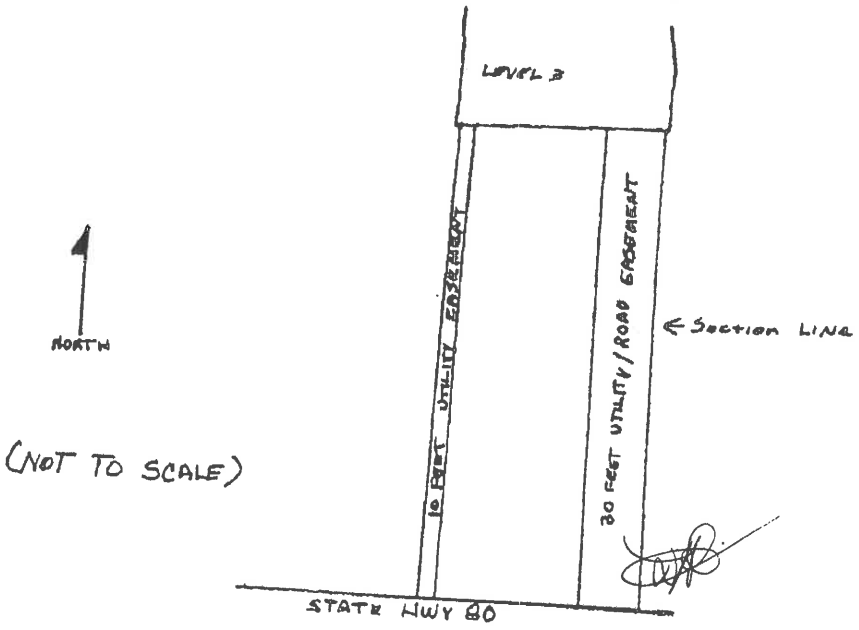
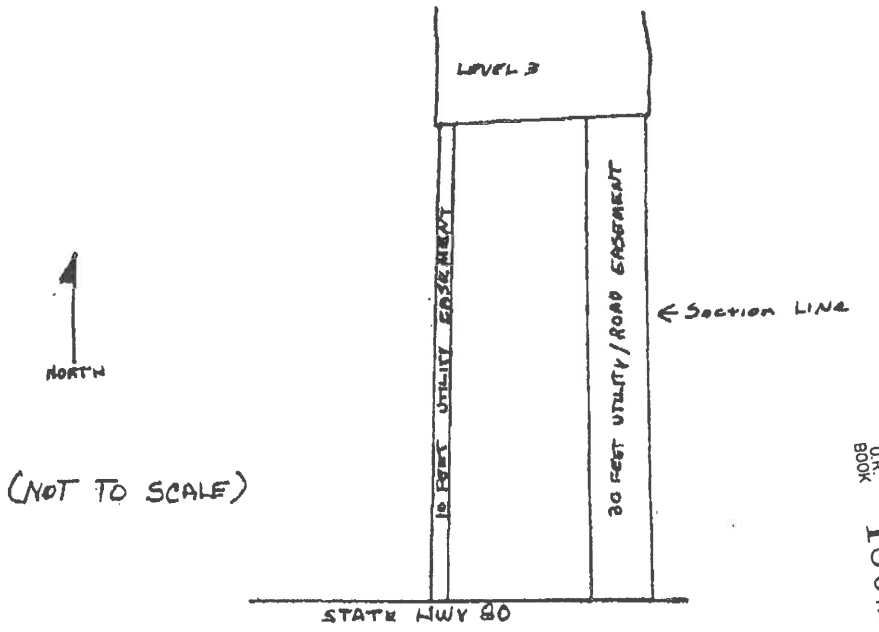


**EXHIBIT B**

**PLAT OR DEPICTION OF THE EASEMENT**




O.R. BOOK 186 PAGE 0096

IN THE CIRCUIT COURT OF THE
20TH JUDICIAL CIRCUIT IN AND
FOR GLADES COUNTY, FLORIDA

ORIGINAL

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION,

Plaintiff,

-vs-

CIVIL ACTION NO.: 2014CA-000058
PARCEL NOS.: 103, 800

DWAYNE A. HOUSE; LEVEL 3
COMMUNICATIONS, LLC; LARRY
R. LUCKEY, PROPERTY APPRAISER;
GAIL A. JONES, TAX COLLECTOR,

Defendants.
_____/

RECEIVED
2015 JUL -8 AM 10:49
SANDRA H. BROWN
CLERK CIRCUIT COURT
GLADES COUNTY, FL

**ORDER OF TAKING FOR PARCELS 103 AND 800**

THIS CAUSE coming on to be heard by the Court, it appearing that proper notice was first given to all the Defendants, and to all persons having or claiming any equity, lien, title, or other interest in or to the real property described in the Petition, that the Petitioner would apply to this Court for an Order of Taking of Parcels 103 and 800 and the Court being fully advised in the premises, upon consideration, it is, therefore,

ORDERED AND ADJUDGED:

1. That the Court has jurisdiction of the subject matter of and the parties to this cause.

2. That the pleadings in this cause are sufficient.

3. That the Petitioner is properly exercising its delegated authority.

4. That the property is being acquired for a public purpose.

5. That the taking of this property is reasonably necessary to serve the public purpose for which the property is being acquired.

Inst:201522002646 Date:12/1/2015 Time:2:39 PM
DC,Sandra H.Brown,Glades County B:324 P:657
Chelse Hough

6. That the Estimate of Value filed in this cause by the Petitioner was made in good faith and based upon a good faith appraisal.

7. That upon the payment of the deposit hereinafter specified into the Registry of this Court, the right, title or interest specified in the Petition as described herein shall vest in the Petitioner, to-wit:

**"See Attached Legal Description"**
**(Exhibit "A")**

8. That the deposit of money will secure the persons lawfully entitled to the compensation which will be ultimately determined by final judgment of this Court.

9. That the sum of money to be deposited in the registry of this Court within twenty (20) days of the entry of this Order shall be in the amount of **NINETY THOUSAND THREE HUNDRED AND NO/100THS ($90,300.00) DOLLARS,** which amount represents the sum of **EIGHTY-NINE THOUSAND SEVEN HUNDRED AND NO/100THS ($89,700.00) DOLLARS,** for Parcel **103** and **SIX HUNDRED AND NO/100THS ($600.00) DOLLARS** for Parcel **800.**

10. **ORDERED AND ADJUDGED,** that the Clerk of this Court shall forthwith, upon deposit of the aforesaid sum, pay to Glades County Tax Collector, Gail A. Jones, the amount of pro-rated taxes due and past due taxes on the above-referenced Parcel, if any and mail said payment to the Glades County Tax Collector, C/O Timothy R. Qualls, Esq., Young van Assenderp, P.A., 215 South Monroe Street, Suite 802, Tallahassee, Florida 32301, and upon payment, this suit shall stand dismissed as to the Glades County Tax Collector as to Parcels 103 and 800.

11. That on deposit as set forth above and without further notice or Order of this Court the Petitioner shall be entitled to possession of the property described in the Petition.

12. That upon proper notice and hearing, pursuant to Section 74.071, *Florida Statutes*, the deposit may be distributed to the Defendants in accordance with the Court's order.

DONE AND ORDERED in Chambers this 8th day of July, 2014, A.D., in the State of Florida, County of Glades.

**Jack Lundy**
**Circuit Court Judge**

Copies to:
Andrew DeNering, Esquire
All Parties on attached Service List

Address List

Larry R. Luckey, Glades County Property Appraiser
500 Avenue J, Room 202
Moore Haven, FL 33471
as to interest in and to any parcel included herein

Gail A. Jones, Glades County Tax Collector
c/o Timothy R. Qualls, Esq.
Young van Assenderp, P.A.
215 South Monroe Street, Suite 802
Tallahassee, Florida 32301
tqualls@yvlaw.net
(850) 222-7206
as to interest in and to any parcel included herein

Dwayne A. House
5121 State Road 80
LaBelle, FL 33935
Parcel 103, 800

Level 3 Communications, LLC
Attn: Robert B. Quigley, Corporate Counsel
1025 Eldorado Boulevard
Broomfield, CO 80021
Robert.quigley@level3.com
(720) 888-8096
Parcel 103

Exhibit A, Page 1 of 3

F.P. NO. 4082865

SECTION 07010-000 STATE ROAD 80 GLADES COUNTY DESCRIPTION

PARCEL 103 Page 1 of 2

ESTATE OR INTEREST TO BE OBTAINED: FEE SIMPLE - RIGHT OF WAY

A) That portion of Section 31, Township 42 South, Range 31 East, Glades County, Florida.

Being described as follows:

Commence at the southeast corner of said Section 31, said corner being on the survey base line of State Road 80; thence along the east line of said Section 31, North 00°25'53" East a distance of 50.00 feet to the north existing right of way line of said State Road 80 [per FDOT R/W Map Section (0701-108)(0505-101)] for a POINT OF BEGINNING; thence along said north existing right of way line North 89°47'36" West a distance of 1,942.70 feet; thence continue along said north existing right of way line North 89°44'50" West a distance of 3,223.33 feet to the east line of a Irrigation, Drainage and Crossing Easement Agreement (per Official Records Book 151, Page 615, Public Records of Glades County, Florida); thence along said east line North 00°49'22" East a distance of 54.74 feet; thence South 89°44'54" East a distance of 365.80 feet to the beginning of a curve having a radius of 23,038.35 feet; thence along the arc of said curve to the right a distance of 772.69 feet through a central angle of 01°55'18" with a chord bearing South 87°31'39" East to the end of said curve and to the beginning of a curve having a radius of 22,812.31 feet; thence along the arc of said curve to the left a distance of 764.68 feet through a central angle of 01°55'14" with a chord bearing South 88°47'13" East to the end of said curve; thence South 89°44'50" East a distance of 1,320.35 feet; thence South 89°47'36" East a distance of 1,942.76 feet to said east line of Section 31; thence along said east line South 00°25'53" West a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 2.388 acres.

ALSO

GOOD FAITH ESTIMATE OF VALUE $89,700.00
REQUIRED TO DEPOSIT $89,700.00

F.P. NO. 4082865

SECTION 07010-000 STATE ROAD 80 GLADES COUNTY DESCRIPTION

PARCEL 103 Page 2 of 2

B) That portion of Section 31, Township 42 South, Range 31 East, Glades County, Florida.

Being described as follows:

Commence at the southeast corner of said Section 31, said corner being on the survey base line of State Road 80; thence along said survey base line and the south line of said Section 31, North 89°47'36" West a distance of 1,303.38 feet; thence North 00°12'24" East a distance of 190.60 feet for a POINT OF BEGINNING; thence continue North 00°12'24" East a distance of 400.80 feet; thence South 89°47'36" East a distance of 387.60 feet; thence South 00°12'24" West a distance of 400.80 feet; thence North 89°47'36" West a distance of 387.60 feet to the POINT OF BEGINNING.

Containing 3.566 acres.

Exhibit A, Page 3 of 3

F.P. NO. 4082865

SECTION 07010-000 STATE ROAD 80 GLADES COUNTY DESCRIPTION

PARCEL 800

ESTATE OR INTEREST TO BE OBTAINED: PERPETUAL EASEMENT

That portion of Section 31, Township 42 South, Range 31 East, Glades County, Florida.

Being described as follows:

Commence at the southeast corner of said Section 31, said corner being on the survey base line of State Road 80; thence along said survey base line and the south line of said Section 31, North 89°47'36" West a distance of 1,303.38 feet; thence North 00°12'24" East a distance of 62.00 feet for a POINT OF BEGINNING; thence continue North 00°12'24" East a distance of 128.60 feet; thence South 89°47'36" East a distance of 65.00 feet; thence South 00°12'24" West a distance of 128.60 feet; thence North 89°47'36" West a distance of 65.00 feet to the POINT OF BEGINNING.

Containing 8,359 square feet.

THE PURPOSE OF THIS PERPETUAL EASEMENT IS TO CONSTRUCT AND MAINTAIN OUTFLOW DRAINAGE PIPES AND ALL ASSOCIATED STRUCTURES.

GOOD FAITH ESTIMATE OF VALUE $600.00
REQUIRED TO DEPOSIT $600.00

IN THE CIRCUIT COURT OF THE
20TH JUDICIAL CIRCUIT IN AND
FOR GLADES COUNTY, FLORIDA

ORIGINAL

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION,

Plaintiff,

-vs-

CIVIL ACTION NO.: 2014CA-000058
PARCEL NOS.: 103, 800

DWAYNE A. HOUSE; LEVEL 3
COMMUNICATIONS, LLC; LARRY
R. LUCKEY, PROPERTY APPRAISER;
GAIL A. JONES, TAX COLLECTOR,

Defendants.

RECEIVED
2016 JAN 12 AM 11:45
SANDRA H. BROWN
CLERK CIRCUIT COURT
GLADES COUNTY, FL

**STIPULATED FINAL JUDGMENT AS TO DEFENDANT, DWAYNE A. HOUSE ONLY FOR PARCELS 103 AND 800 AND DIRECTIONS TO THE CLERK**

**THIS CAUSE** having come on upon joint motion for the entry of a Final Judgment made by Petitioner, **FLORIDA DEPARTMENT OF TRANSPORTATION**, and Defendant, **DWAYNE A. HOUSE,** and it appearing to the Court that the parties were authorized to enter into such motion, and the Court finding that the taking is necessary for a public purpose and that the compensation to be paid and any other consideration to be provided as set forth herein by Petitioner is full, just and reasonable for all parties concerned; and the Court being fully advised in the premises, it is therefore:

**ORDERED AND ADJUDGED** that the Defendant, **DWAYNE A. HOUSE,** does have and recover of and from the Petitioner the sum of **ONE HUNDRED THIRTY-SIX THOUSAND AND 00/100THS ($136,000.00) DOLLARS**, in full global settlement of all claims for compensation from Petitioner whatsoever for all claims related to real estate, business claims, severance damages and all other damages or claims of any nature, for the resolution of the property herein taken, as they relate to parcels 103 and 800 including all fees and costs. It is further.

Inst:201622000074 Date:1/14/2016 Time:2:47 PM
DC,Sandra H Brown,Glades County B:325 P:450

Chelsea Hough

**ORDERED AND ADJUDGED** that title to the following described property, to wit:

**"See Attached Legal Description"**

**(Exhibit "A")**

which vested in the Petitioner pursuant to the Order of Taking and deposit of money heretofore made is approved, ratified and confirmed. It is further,

**ORDERED AND ADJUDGED** that within **thirty (30)** days of the date of entry of this Final Judgment, **PETITIONER** shall remit the total sum of **FORTY-FIVE THOUSAND SEVEN HUNDRED AND 00/100THS ($45,700.00) DOLLARS** to the Clerk of the Circuit Court, which is the sum **ONE HUNDRED THIRTY-SIX THOUSAND AND 00/100THS ($136,000.00) DOLLARS**, minus the credit of **NINETY THOUSAND THREE HUNDRED AND NO/100THS ($90,300.00) DOLLARS**, which was previously deposited pursuant to the Order of Taking. It is further,

**ORDERED AND ADJUDGED**, that the Clerk of this Court shall forthwith, upon deposit of the aforesaid sum, pay to the Glades County Tax Collector the amount of pro-rated taxes due and past due taxes on the above-referenced Parcels, if any and mail said payment to the Gail A. Jones or her designee, c/o Timothy R. Qualls, Esq., with the law firm of Young, van Assenderp & Qualls, P.A., Post Office Box 1833, Tallahassee, Florida 32302, and upon payment, this suit shall stand dismissed as to the Glades County Tax Collector as to Parcels 103 and 800. It is further,

**ORDERED AND ADJUDGED** that upon receipt of the deposit required above, the Clerk of the Court shall immediately and without further order, issue a check in the amount of the deposit minus taxes, if any, payable to Dwayne A. House, P. O. Box 14739, Miami, Florida 33101, for proper disbursement. It is therefore,

**DONE AND ORDERED** in Chambers at the Glades County Courthouse, on this 11 day of Jan, 2016.

JACK LUNDY
Circuit Judge

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true copy hereof was furnished by U.S. Mail, this 12 day of Jan, 2016 to all those addressees on the attached service list.

~~Attorney~~/Judicial Assistant

**JOINT MOTION**

**COMES NOW** the parties to this action, by and through their undersigned attorneys and respectfully move this Honorable Court for entry of the Foregoing Stipulated Final Judgment this 4 day of ~~December, 2015~~ January 2016.

Andrew J. DeNering, Esquire
Assistant General Counsel
Florida Bar No.: 975117
FLORIDA DEPARTMENT OF TRANSPORTATION
Office of the General Counsel
Post Office Box 1249 (MS 1-13)
Bartow, Florida 33831
(863) 519-2623
E-mail: d1.litigation@dot.state.fl.us or Andrew.Denering@dot.state.fl.us
Attorney for Petitioner
DATED: 1/4/16

DWAYNE HOUSE
Pro Se
P. O. Box 14739
Miami, FL 33101
(305) 216-3637
dahouse@me.com

DATED: 12-31-2015

Address List

Larry R. Luckey, Glades County Property Appraiser
500 Avenue J, Room 202
Moore Haven, FL 33471
as to interest in and to any parcel included herein

Gail A. Jones, Glades County Tax Collector
c/o Timothy R. Qualls, Esq.
Young van Assenderp, P.A.
P. O. Box 1833
Tallahassee, Florida 32302
Physical address:
215 South Monroe Street, Suite 802
Tallahassee, Florida 32301
tqualls@yvlaw.net
(850) 222-7206
as to interest in and to any parcel included herein

Dwayne A. House
P. O. Box 14739
Miami, FL 33101
Parcel 103, 800

Level 3 Communications, LLC
Attn: Robert B. Quigley, Corporate Counsel
1025 Eldorado Boulevard
Broomfield, CO 80021
Robert.quigley@level3.com
(720) 888-8096
Parcel 103

EXHIBIT "A" PAGE 1 OF 3

F.P. NO. 4082865

SECTION 07010-000 STATE ROAD 80 GLADES COUNTY DESCRIPTION

PARCEL 103 Page 1 of 2

ESTATE OR INTEREST TO BE OBTAINED: FEE SIMPLE - RIGHT OF WAY

A) That portion of Section 31, Township 42 South, Range 31 East, Glades County, Florida.

Being described as follows:

Commence at the southeast corner of said Section 31, said corner being on the survey base line of State Road 80; thence along the east line of said Section 31, North 00°25'53" East a distance of 50.00 feet to the north existing right of way line of said State Road 80 [per FDOT R/W Map Section (0701-108)(0505-101)] for a POINT OF BEGINNING; thence along said north existing right of way line North 89°47'36" West a distance of 1,942.70 feet; thence continue along said north existing right of way line North 89°44'50" West a distance of 3,223.33 feet to the east line of a Irrigation, Drainage and Crossing Easement Agreement (per Official Records Book 151, Page 615, Public Records of Glades County, Florida); thence along said east line North 00°49'22" East a distance of 54.74 feet; thence South 89°44'54" East a distance of 365.80 feet to the beginning of a curve having a radius of 23,038.35 feet; thence along the arc of said curve to the right a distance of 772.69 feet through a central angle of 01°55'18" with a chord bearing South 87°31'39" East to the end of said curve and to the beginning of a curve having a radius of 22,812.31 feet; thence along the arc of said curve to the left a distance of 764.68 feet through a central angle of 01°55'14" with a chord bearing South 88°47'13" East to the end of said curve; thence South 89°44'50" East a distance of 1,320.35 feet; thence South 89°47'36" East a distance of 1,942.76 feet to said east line of Section 31; thence along said east line South 00°25'53" West a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 2.388 acres.

ALSO

EXHIBIT "A" PAGE 2 OF 3

F.P. NO. 4082865

SECTION 07010-000 STATE ROAD 80 GLADES COUNTY DESCRIPTION

PARCEL 103 Page 2 of 2

B) That portion of Section 31, Township 42 South, Range 31 East, Glades County, Florida.

Being described as follows:

Commence at the southeast corner of said Section 31, said corner being on the survey base line of State Road 80; thence along said survey base line and the south line of said Section 31, North 89°47'36" West a distance of 1,303.38 feet; thence North 00°12'24" East a distance of 190.60 feet for a POINT OF BEGINNING; thence continue North 00°12'24" East a distance of 400.80 feet; thence South 89°47'36" East a distance of 387.60 feet; thence South 00°12'24" West a distance of 400.80 feet; thence North 89°47'36" West a distance of 387.60 feet to the POINT OF BEGINNING.

Containing 3.566 acres.

EXHIBIT "A" PAGE 3 OF 3

F.P. NO. 4082865

SECTION 07010-000 STATE ROAD 80 GLADES COUNTY DESCRIPTION

PARCEL 800

ESTATE OR INTEREST TO BE OBTAINED: PERPETUAL EASEMENT

That portion of Section 31, Township 42 South, Range 31 East, Glades County, Florida.

Being described as follows:

Commence at the southeast corner of said Section 31, said corner being on the survey base line of State Road 80; thence along said survey base line and the south line of said Section 31, North 89°47'36" West a distance of 1,303.38 feet; thence North 00°12'24" East a distance of 62.00 feet for a POINT OF BEGINNING; thence continue North 00°12'24" East a distance of 128.60 feet; thence South 89°47'36" East a distance of 65.00 feet; thence South 00°12'24" West a distance of 128.60 feet; thence North 89°47'36" West a distance of 65.00 feet to the POINT OF BEGINNING.

Containing 8,359 square feet.

THE PURPOSE OF THIS PERPETUAL EASEMENT IS TO CONSTRUCT AND MAINTAIN OUTFLOW DRAINAGE PIPES AND ALL ASSOCIATED STRUCTURES.

# PORT LaBELLE UNIT 110

PLAT BOOK 4
AND PAGE 74

A PORTION OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST
GLADES COUNTY, FLORIDA

SHEET 1 OF 8 SHEETS

## DESCRIPTION:

A portion of Section 31, Township 42 South, Range 31 East, Glades County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 31; thence N00°25'52"E, along the East line of said Section 31, for 49.89 feet to a point on the Northerly Right-of-Way line of STATE ROAD NO. 80, said point also being the POINT OF BEGINNING; thence N89°47'19"W, along the Northerly Right-of-Way line of said STATE ROAD NO. 80 for 1955.73 feet; thence, continuing along the Northerly Right-of-Way line of said STATE ROAD NO. 80, N89°44'39"W for 3218.96 feet to a point on the Easterly boundary of the plat of PORT LaBELLE UNIT 108 as recorded in Plat Book 4 at Page 41 of the Public Records of Glades County, Florida; thence N00°49'33"E, along the Easterly boundary of said PORT LaBELLE UNIT 108, for 3338.30 feet to a point of curvature of a circular curve to the left having a radius of 2307.01 feet and a central angle of 00°59'37"; thence Northerly along the arc of said curve and along the Easterly boundary of said PORT LaBELLE UNIT 108 for 40.00 feet; thence S89°01'27"E for 4108.65 feet to a point of curvature of a circular curve to the right having a radius of 990.00 feet and a central angle of 71°03'46"; thence Southeasterly along the arc of said curve for 1227.87 feet; thence N71°53'19"E for 117.49 feet to a point on the East line of said Section 31, said point also being on the Westerly boundary of the plat of HORSESHOE ACRES as recorded in Plat Book 3 at Page 49 of the Public Records of Glades County, Florida; thence S00°25'52"W, along the East line of said Section 31 and along the Westerly boundary of said HORSESHOE ACRES, for 2694.79 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Glades County, Florida and containing 391.84 acres, more or less.

## CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA } SS
COUNTY OF DADE }

GENERAL DEVELOPMENT CORPORATION, a Delaware Corporation authorized to do business in the State of Florida, by its duly elected Officers, acting by and with the authority of its Board of Directors, certifies ownership by said Corporation of the property described hereon as PORT LaBELLE UNIT 110 and does hereby dedicate the following streets and thoroughfares to the use of the Public forever, to wit: Birchwood Parkway and Palmarito Boulevard. All other streets and thoughfares as shown or described on this plat are hereby dedicated to the Port LaBelle Community Development District for the use and benefit of the property owners in this plat, and such streets and thoroughfares are not dedicated to the Public nor shall the County of Glades have any obligation to improve or maintain such streets and thoroughfares by virtue of this dedication.

Tracts G-1 thru G-3 are dedicated to the Port LaBelle Community Development District for open space planting, recreation, drainage and temporary retention of stormwater runoff of the property included in this plat and other contiguous property, public utilities and other activities which benefit the property owners in this plat.

All canals and drainage rights of way shown or described on this plat are dedicated to the Barron Water Control District for drainage and temporary retention of stormwater runoff of the property included in this plat and other contiguous property.

GENERAL DEVELOPMENT CORPORATION hereby grants a non-exclusive perpetual easement to the Barron Water Control District over Tracts G-1 thru G-3 for drainage and for access, ingress and egress to maintain water control structures.

The easements hereinafter described are dedicated to the Public forever for the installation and maintenance of public utilities and drainage facilities to wit:

1. 10 feet along the rear lot line of each lot;
2. 6 feet along each side lot line and all lot lines abutting a street;
3. As shown by dash lines.

Where more than one lot or tract, or parts of one or more lots or tracts are intented as a building site, the outside boundaries of the building site shall carry the easements.

Reserving to said Corporation, its successors or assigns the reversion or reversions of title thereto whenever discontinued by law.

All other tracts not specifically addressed herein are reserved unto General Development Corporation.

IN WITNESS WHEREOF, the undersigned Corporation has caused these presents to be executed by the Officers named below and its corporate seal to be affixed hereto, this 9th day of December, AD 1985.

GENERAL DEVELOPMENT CORPORATION
1111 South Bayshore Drive, Miami, Florida

Attest, Nancy H. Roen, Ass't Sec. By: G. J. Pfersich, Sr. Vice President

## ACKNOWLEDGMENT

STATE OF FLORIDA } SS
COUNTY OF DADE }

Before me, the undersigned Notary Public, personally appeared G. J. Pfersich, Sr. Vice President, and Nancy H. Roen, Ass't Sec. of GENERAL DEVELOPMENT CORPORATION, to me well known to be the individuals described in and who executed the foregoing Certificate of Ownership and Dedication, and that each duly acknowledged before me that they executed the same, as such officers, for and in behalf of said corporation.

Witness my hand and official seal at Dade County, Florida, this 9th day of December, A.D., 1985.

My commission expires 1/22/88 Notary Public, State of Florida at Large

## CERTIFICATE OF SURVEYOR

STATE OF FLORIDA } SS
COUNTY OF DADE }

I HEREBY CERTIFY that this plat is a true and correct representation of the lands described hereon as recently surveyed and platted under my direction. The survey data shown on this plat complies with all of the requirements of Chapter 177, Florida Statutes as amended, and that the Permanent Reference Monuments will be set prior to the recording of this plat, in accordance with Section 177.091 (7) and the Permanent Control Points will be set in accordance with Section 177.091 (8).

Dated this 4th day of December, A.D., 1985.

Stanley B. Shalita, Professional Land Surveyor No. 2749, State of Florida
GENERAL DEVELOPMENT ENGINEERING COMPANY

## CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA } SS
COUNTY OF GLADES }

It is hereby certified that this plat has been officially approved for record by the Board of County Commissioners of Glades County, Florida, this _____ day of _____, AD. 198__.

Approved: _____ Chairman, Board of County Commissioners; James N. Brown, County Engineer; _____ Chairman of the Planning Board; _____ County Planning Director

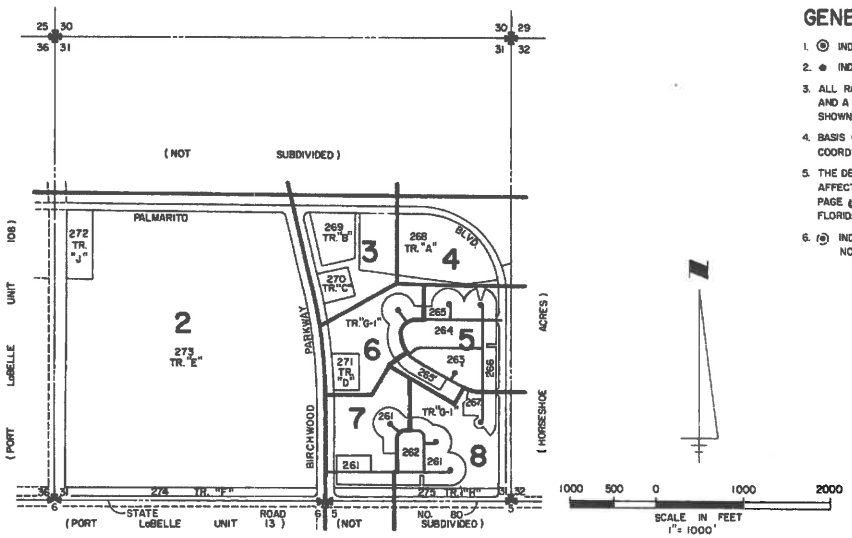
## CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA } SS
COUNTY OF GLADES }

I Jerry L. Beck, County Clerk of Glades County, Florida, hereby certify that this plat has been examined and that it complies in form with all the requirements of the Statutes of Florida pertaining to maps and plats, and that this plat has been filed for record in Plat Book 4, Page 74 thru 81 of the Public Records of Glades County, Florida, this 31st day of January, AD. 198 6.

Glades County, Florida

By: _____ Deputy Clerk




KEY MAP

## GENERAL NOTES:

1. ⊙ INDICATES PERMANENT REFERENCE MONUMENT.
2. ● INDICATES PERMANENT CONTROL POINT.
3. ALL RADII ARE 25 FEET WITH AN ARC OF 39.27 FEET AND A CENTRAL ANGLE OF 90°, UNLESS OTHERWISE SHOWN.
4. BASIS OF BEARING SYSTEM IS FLORIDA STATE PLANE COORDINATES, EAST ZONE.
5. THE DECLARATION OF COVENANTS AND RESTRICTIONS AFFECTING THIS PROPERTY IS FILED IN O.R.B. 102 PAGE 611, PUBLIC RECORDS OF GLADES COUNTY, FLORIDA.
6. ⊙ INDICATES FOUND P.R.M. # 2789, UNLESS OTHERWISE NOTED.

APPROVAL:

P. BRETON

E. CLARK

G. PFERSICH

S. SMITH

DRAWN BY J.T. Jr.
CHECKED BY JK
APPROVED BY

GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA

SHEET 1 OF 8 SHEETS
136 TOTAL NO. LOTS

LB 110

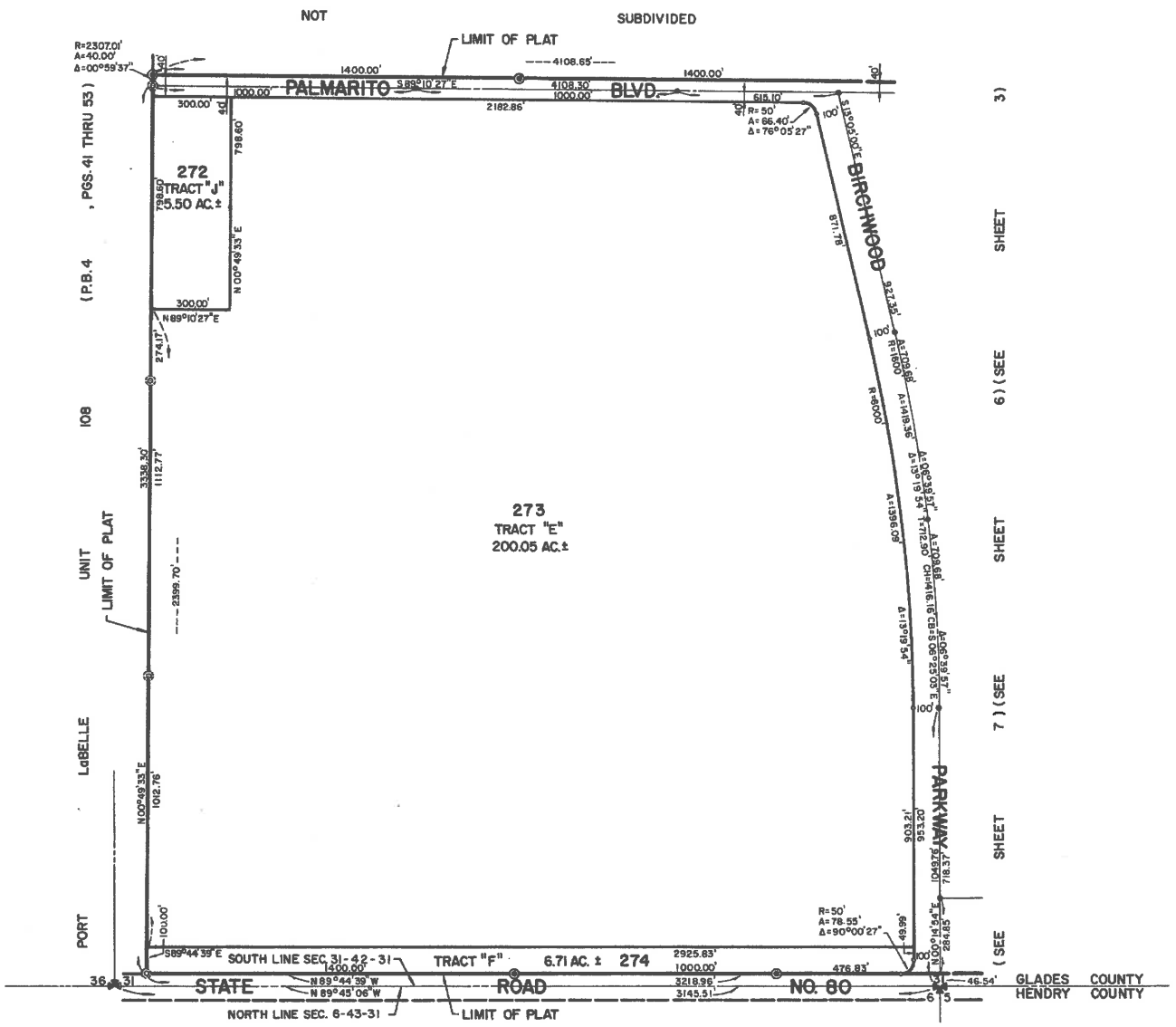
# PORT LaBELLE UNIT 110

A PORTION OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST
GLADES COUNTY, FLORIDA

SHEET 2 OF 8 SHEETS

PLAT BOOK 4
AND PAGE 75

300 150 0 300 600 900
SCALE IN FEET
1" = 300'




CALCULATED BY JC
DRAWN BY W.M.
CHECKED BY JC
APPROVED BY

GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA

SHEET 2 OF 8 SHEETS
0 LOTS THIS SHEET

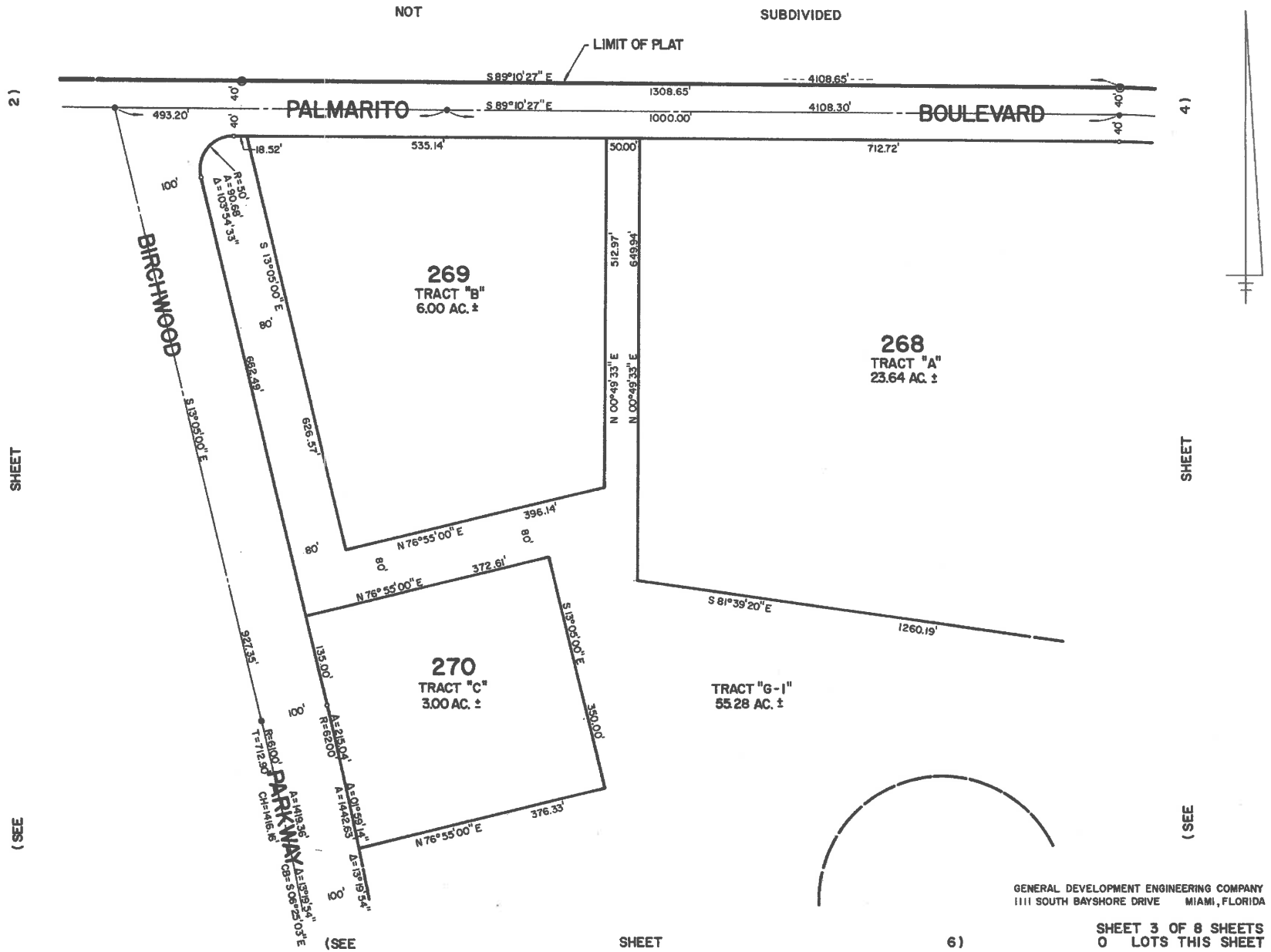
# PORT LaBELLE UNIT 110

A PORTION OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST
GLADES COUNTY, FLORIDA

SHEET 3 OF 8 SHEETS

PLAT BOOK 4
AND PAGE 76

100 50 0 100 200 300
SCALE IN FEET
1" = 100'




GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA

SHEET 3 OF 8 SHEETS
0 LOTS THIS SHEET

CALCULATED BY JC
DRAWN BY W.M.
CHECKED BY JC
APPROVED BY

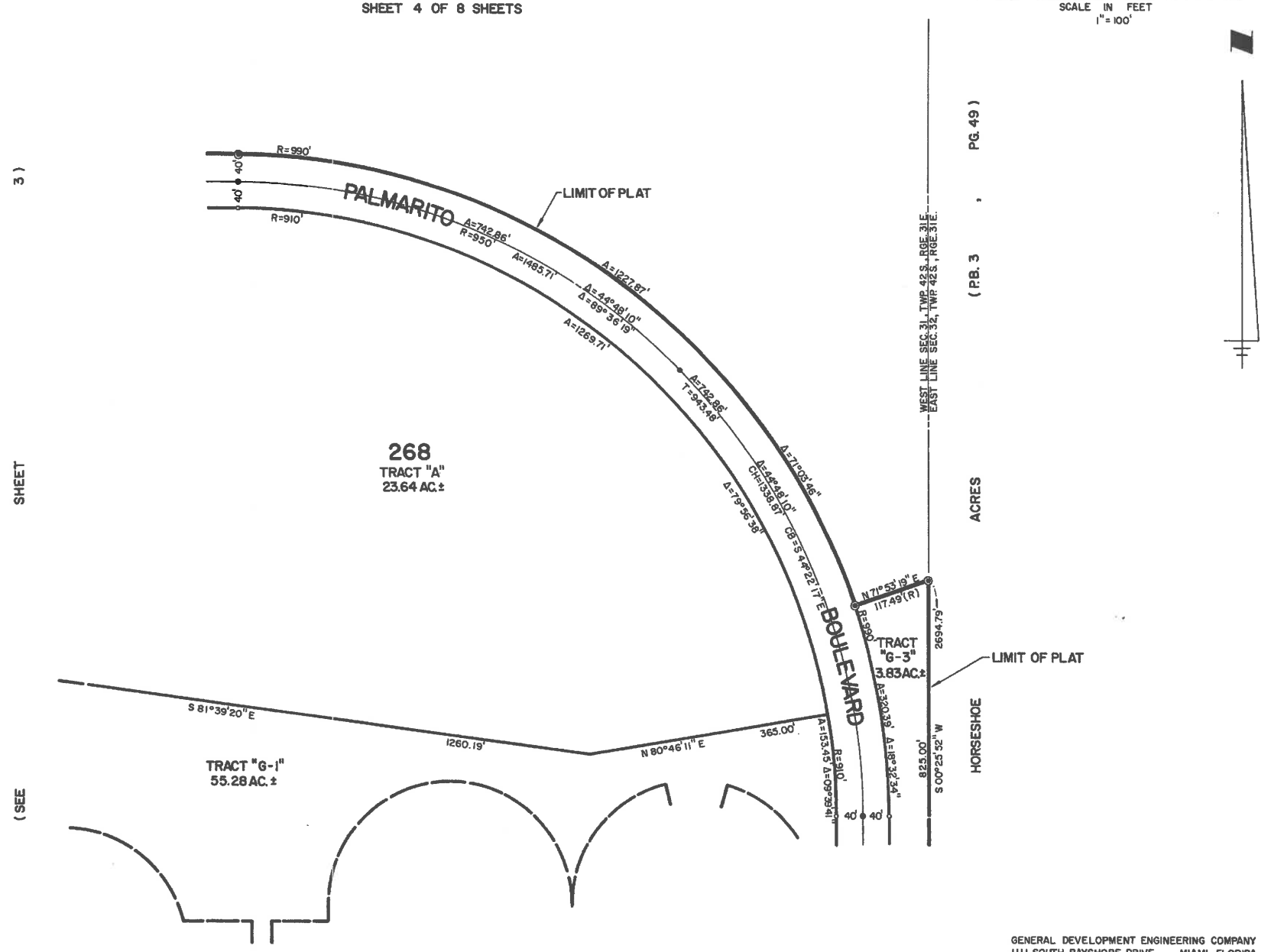
# PORT LaBELLE UNIT 110

A PORTION OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST
GLADES COUNTY, FLORIDA

SHEET 4 OF 8 SHEETS

PLAT BOOK 4
AND PAGE 77

100 50 0 100 200 300
SCALE IN FEET
1" = 100'




GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA

SHEET 4 OF 8 SHEETS
0 LOTS THIS SHEET

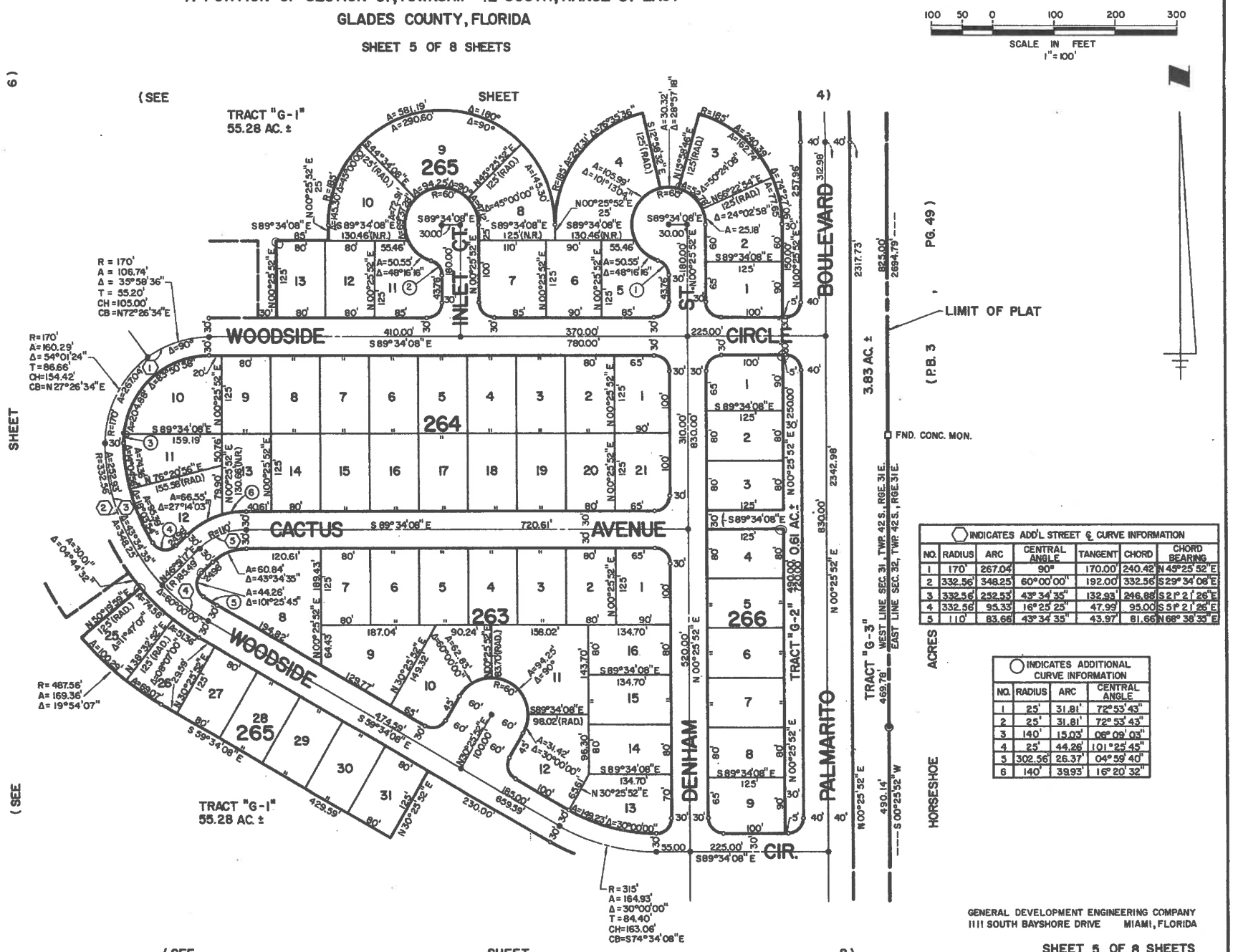
CALCULATED BY JC
DRAWN BY W.M.
CHECKED BY JC
APPROVED BY

# PORT LaBELLE UNIT 110

A PORTION OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST
GLADES COUNTY, FLORIDA

SHEET 5 OF 8 SHEETS

PLAT BOOK 4
AND PAGE 78




| INDICATES ADD'L STREET & CURVE INFORMATION | | | | | | |
|---|---|---|---|---|---|---|
| NO. | RADIUS | ARC | CENTRAL ANGLE | TANGENT | CHORD | CHORD BEARING |
| 1 | 170' | 267.04' | 90° | 170.00' | 240.42' | N 45° 25' 52" E |
| 2 | 332.56' | 348.25' | 60° 00' 00" | 192.00' | 332.56' | S 29° 34' 08" E |
| 3 | 332.56' | 252.53' | 43° 34' 35" | 132.93' | 246.88' | S 2° 21' 26" E |
| 4 | 332.56' | 95.33' | 16° 25' 25" | 47.99' | 95.00' | S 5° 21' 26" E |
| 5 | 110' | 83.66' | 43° 34' 35" | 43.97' | 81.66' | N 68° 38' 33" E |

| INDICATES ADDITIONAL CURVE INFORMATION | | | |
|---|---|---|---|
| NO. | RADIUS | ARC | CENTRAL ANGLE |
| 1 | 25' | 31.81' | 72° 53' 43" |
| 2 | 25' | 31.81' | 72° 53' 43" |
| 3 | 140' | 15.03' | 06° 09' 03" |
| 4 | 25' | 44.26' | 101° 25' 45" |
| 5 | 302.56' | 26.37' | 04° 59' 40" |
| 6 | 140' | 39.93' | 16° 20' 32" |

GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA

SHEET 5 OF 8 SHEETS
66 LOTS THIS SHEET

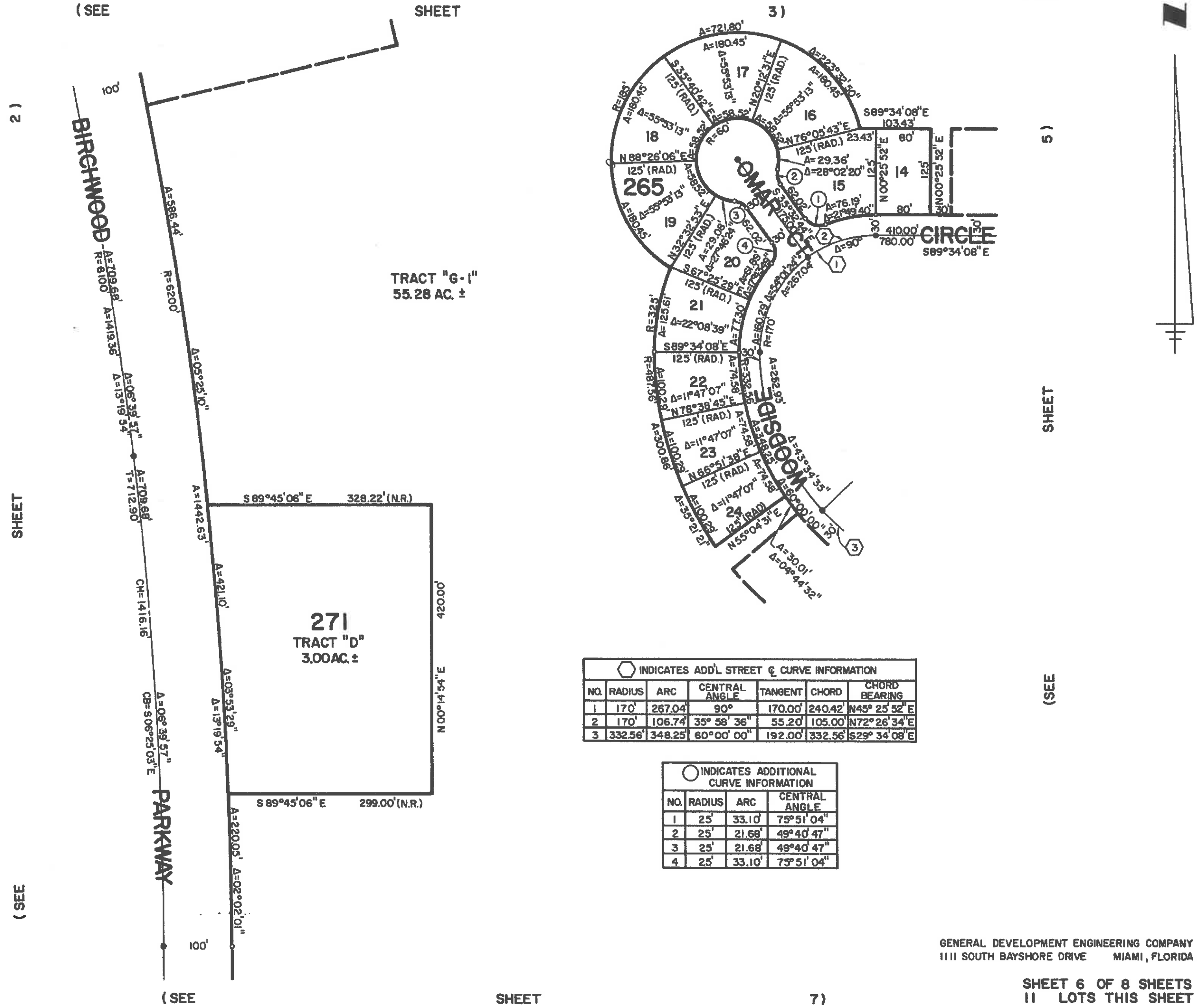
CALCULATED BY: JC
DRAWN BY: W.M.
CHECKED BY: JC
APPROVED BY:

# PORT LaBELLE UNIT 110

A PORTION OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST
GLADES COUNTY, FLORIDA

SHEET 6 OF 8 SHEETS

PLAT BOOK 4
AND PAGE 79




| ⬡ INDICATES ADD'L STREET ℄ CURVE INFORMATION | | | | | | |
|---|---|---|---|---|---|---|
| NO. | RADIUS | ARC | CENTRAL ANGLE | TANGENT | CHORD | CHORD BEARING |
| 1 | 170' | 267.04' | 90° | 170.00' | 240.42' | N45° 25' 52" E |
| 2 | 170' | 106.74' | 35° 58' 36" | 55.20' | 105.00' | N72° 26' 34" E |
| 3 | 332.56' | 348.25' | 60° 00' 00" | 192.00' | 332.56' | S29° 34' 08" E |

| ◯ INDICATES ADDITIONAL CURVE INFORMATION | | | |
|---|---|---|---|
| NO. | RADIUS | ARC | CENTRAL ANGLE |
| 1 | 25' | 33.10' | 75°51' 04" |
| 2 | 25' | 21.68' | 49°40' 47" |
| 3 | 25' | 21.68' | 49°40' 47" |
| 4 | 25' | 33.10' | 75°51' 04" |

GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA

SHEET 6 OF 8 SHEETS
11 LOTS THIS SHEET

CALCULATED BY ___
DRAWN BY W. M.
CHECKED BY ___
APPROVED BY ___

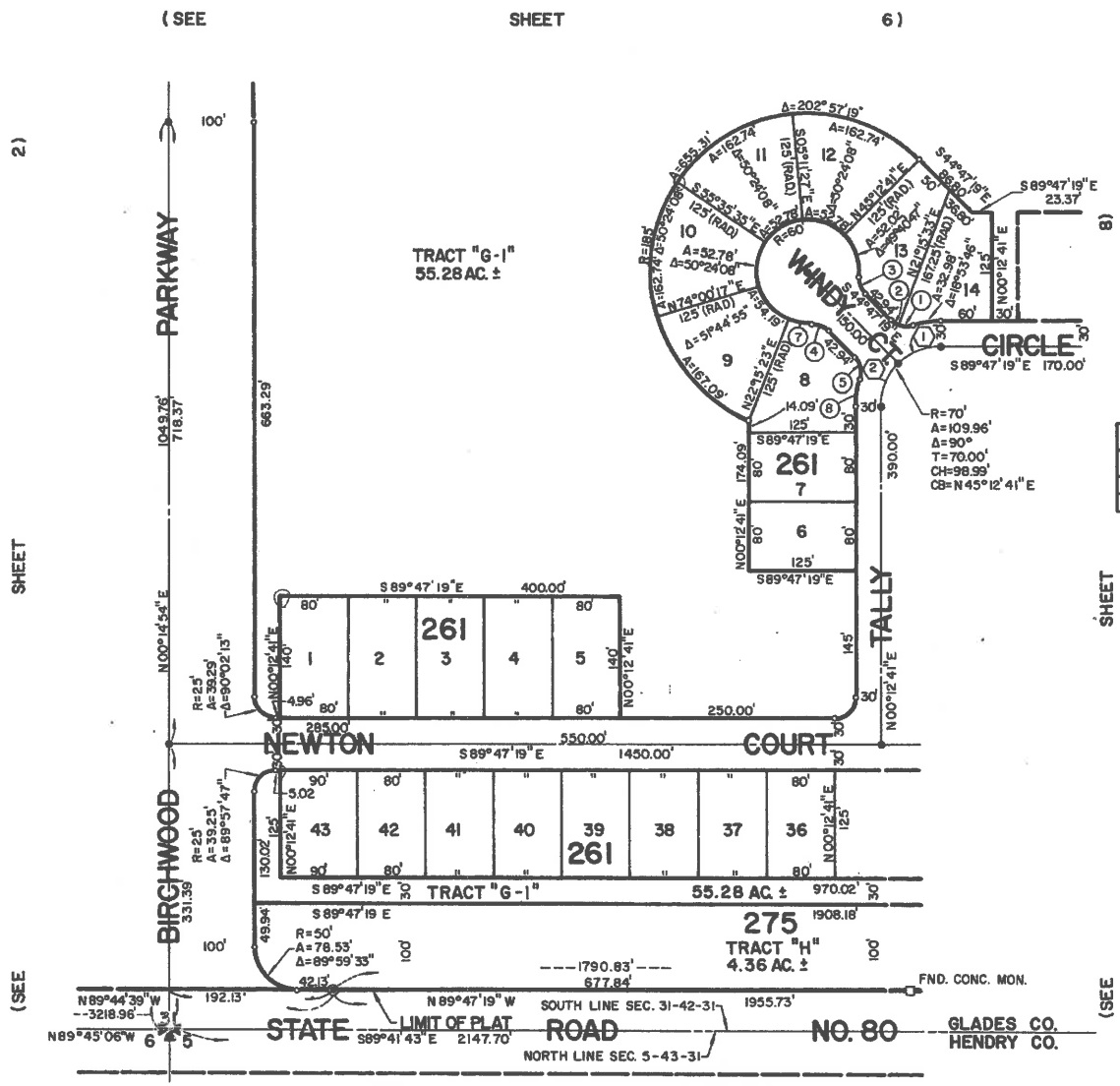
# PORT LaBELLE UNIT 110

A PORTION OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST
GLADES COUNTY, FLORIDA

SHEET 7 OF 8 SHEETS

PLAT BOOK 4
AND PAGE 80

100 50 0 100 200 300
SCALE IN FEET
1" = 100'




INDICATES ADD'L STREET ℄ CURVE INFORMATION

| NO. | RADIUS | ARC | CENTRAL ANGLE | TANGENT | CHORD | CHORD BEARING |
|---|---|---|---|---|---|---|
| 1 | 70' | 54.98' | 45°00'00" | 28.99' | 53.58' | N67°42'41"E |
| 2 | 70' | 54.98' | 45°00'00" | 28.99' | 53.58' | N22°42'41"E |

INDICATES ADDITIONAL CURVE INFORMATION

| NO. | RADIUS | ARC | CENTRAL ANGLE |
|---|---|---|---|
| 1 | 25' | 17.43' | 39°56'38" |
| 2 | 25' | 10.45' | 23°57'09" |
| 3 | 25' | 21.68' | 49°40'47" |
| 4 | 25' | 21.68' | 49°40'47" |
| 5 | 25' | 27.88' | 63°53'46" |
| 6 | 25' | 31.81' | 72°53'43" |
| 7 | 60' | 27.99' | 26°43'29" |
| 8 | 100' | 32.98' | 18°53'46" |

CALCULATED BY W.E.
DRAWN BY W.M.
CHECKED BY W.E.
APPROVED BY

GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA

SHEET 7 OF 8 SHEETS
22 LOTS THIS SHEET

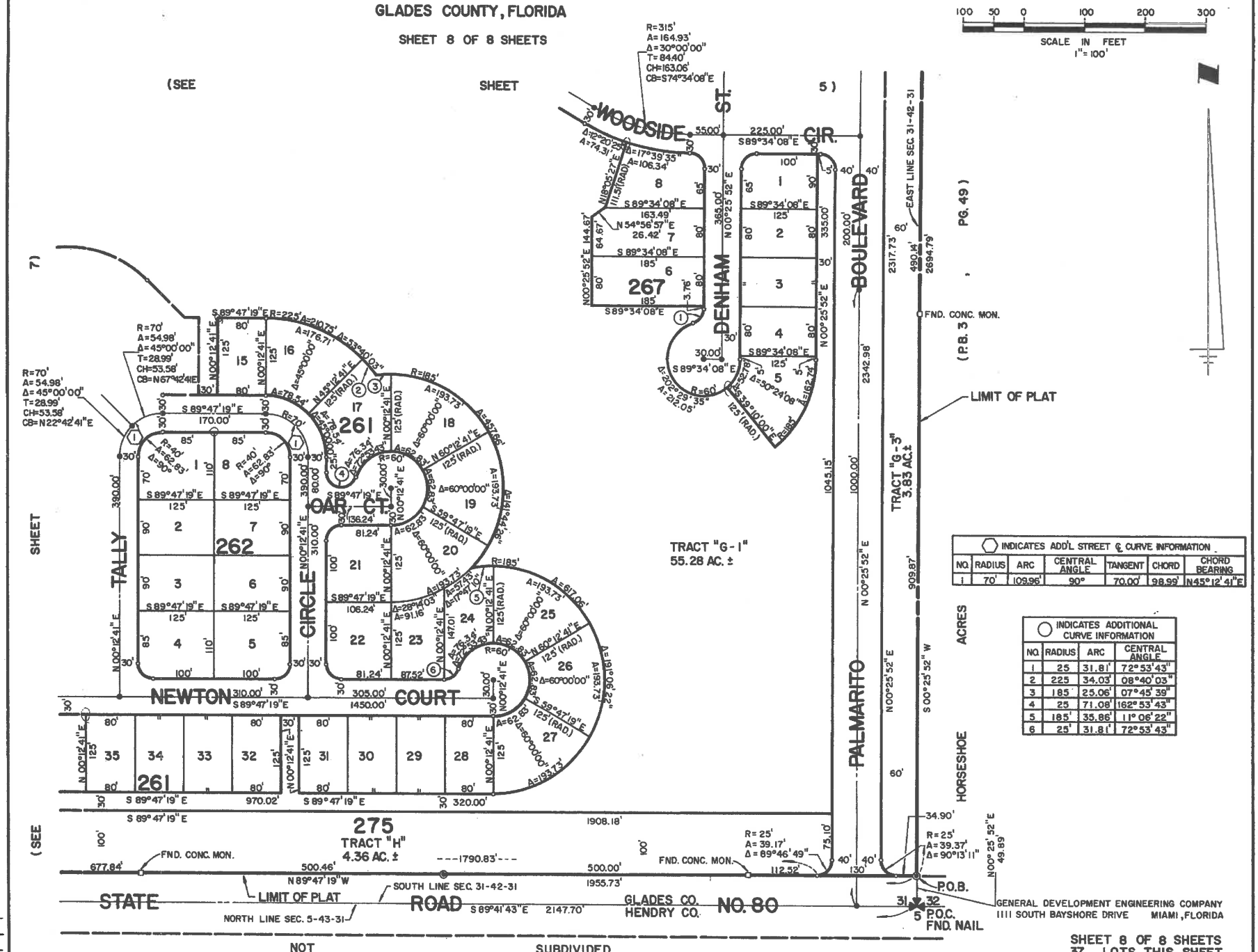
# PORT LaBELLE UNIT 110

A PORTION OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST

GLADES COUNTY, FLORIDA

SHEET 8 OF 8 SHEETS

PLAT BOOK 4
AND PAGE 81




INDICATES ADD'L STREET & CURVE INFORMATION

| NO. | RADIUS | ARC | CENTRAL ANGLE | TANGENT | CHORD | CHORD BEARING |
|---|---|---|---|---|---|---|
| 1 | 70' | 109.96' | 90° | 70.00' | 98.99' | N45°12'41"E |

INDICATES ADDITIONAL CURVE INFORMATION

| NO. | RADIUS | ARC | CENTRAL ANGLE |
|---|---|---|---|
| 1 | 25' | 31.81' | 72°53'43" |
| 2 | 225' | 34.03' | 08°40'03" |
| 3 | 185' | 25.06' | 07°45'39" |
| 4 | 25' | 71.08' | 162°53'43" |
| 5 | 185' | 35.86' | 11°06'22" |
| 6 | 25' | 31.81' | 72°53'43" |

GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA

SHEET 8 OF 8 SHEETS
37 LOTS THIS SHEET

CALCULATED BY WL
DRAWN BY W.M.
CHECKED BY WL
APPROVED BY

# PORT LaBELLE UNIT III

PLAT BOOK 4
AND PAGE 82

A PORTION OF SECTIONS 25 & 36, TOWNSHIP 42 SOUTH, RANGE 30 EAST &
A PORTION OF SECTIONS 30 & 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST
GLADES COUNTY, FLORIDA

SHEET 1 OF 15 SHEETS

## DESCRIPTION:

A portion of Sections 25 and 36, Township 42 South, Range 30 East, and a portion of Sections 30 and 31, Township 42 South, Range 31 East, Glades County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 25; thence N89°36'11"W, along the South line of said Section 25, for 858.87 feet to a point on the Northeasterly boundary of the plat of PORT LaBELLE UNIT 108 as recorded in Plat Book 4 at Page 41 of the Public Records of Glades County, Florida, said point also being the POINT OF BEGINNING, thence N46°41'27"W, along the Northeasterly boundary of said PORT LaBELLE UNIT 108, for 1216.19 feet; thence continuing along the Northeasterly boundary of said PORT LaBELLE UNIT 108, N20°48'30"W for 2707.64 feet to a point on the Southerly Right-of-Way line of C-43 CANAL; thence along the Southerly Right-of-Way line of said C-43 CANAL the following eleven courses; N67°32'15"E for 58.11 feet, S76°45'20"E for 850.00 feet, S13°14'39"W for 40.00 feet, S76°45'20"E for 90.00 feet, N13°14'40"E for 40.00 feet, S76°45'20"E for 2326.28 feet, S86°48'00"E for 1670.00 feet, S61°53'44"E for 280.00 feet, N28°06'16"E for 130.00 feet, S86°48'00"E for 1682.86 feet and N83°54'38"E for 900.63 feet to a point of curvature of a circular curve to the right having a radius of 890.00 feet and a central angle of 13°09'24"; thence Easterly, continuing along the Southerly Right-of-Way line of said C-43 CANAL and along the arc of said curve, for 204.37 feet to a point on the East line of said Section 30, thence S00°31'07"E, along the East line of said Section 30, for 1635.60 feet; thence continuing along the East line of said Section 30, S00°09'09"W for 932.14 feet to the Northeast corner of said Section 31; thence S00°25'52"W, along the east line of said Section 31 for 2585.76 feet to a Point on the Northeasterly boundary of Port LaBELLE UNIT 110 as recorded in Plat Book , at Page of the Public Records of Glades County, Florida; thence S71°53'19"W for 117.49 feet to a point on a circular curve to the left having a radial bearing of S71°53'19"W, radius of 990.00 feet and a central angle of 71°03'45"; said point being also on the Northeasterly boundary of said PORT LaBELLE UNIT 110; thence Northwesterly along the arc of said curve and along the Northeasterly boundary of said PORT LaBELLE UNIT 110 for 1227.87 feet to a POINT OF TANGENCY; thence N89°10'27"W along the Northerly boundary of said PORT LaBELLE UNIT 110 for 4108.65 feet to a point on the Easterly boundary of said PORT LaBELLE UNIT 108, said point also being a point on a circular curve to the left having a radial bearing of S89°49'56"W, a radius of 2307.01 feet and a central angle of 46°31'25"; thence Northwesterly along the arc of said curve and along a portion of the Easterly boundary of said PORT LaBELLE UNIT 108 for 1873.25 feet to a POINT OF TANGENCY; thence N46°41'27"W, continuing along the Easterly boundary of said PORT LaBELLE UNIT 108, for 362.19 to the POINT OF BEGINNING.

Said land situate, lying and being in Glades County, Florida, and containing 695.92 acres more or less.

## CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA } SS
COUNTY OF DADE }

GENERAL DEVELOPMENT CORPORATION, a Delaware Corporation authorized to do business in the State of Florida, by its duly elected Officers, acting by and with the authority of its Board of Directors, certifies ownership by said Corporation of the property described hereon as PORT LaBELLE UNIT III and does hereby dedicate the following street and thoroughfare to the use of the Public forever, to wit: Birchwood Parkway. All other streets and thoughfares as shown or described on this plat are hereby dedicated to the Port LaBelle Community Development District for the use and benefit of the property owners in this plat, and such streets and thoroughfares are not dedicated to the Public nor shall the County of Glades have any obligation to improve or maintain such streets and thoroughfares by virtue of this dedication.

Tracts G-1 thru G-5 are dedicated to the Port LaBelle Community Development District for open space planting, recreation, drainage and temporary retention of stormwater runoff of the property included in this plat and other contiguous property, public utilities and other activities which benefit the property owners in this plat.

All canals and drainage rights of way shown or described on this plat are dedicated to the Barron Water Control District for drainage and temporary retention of stormwater runoff of the property included in this plat and other contiguous property.

GENERAL DEVELOPMENT CORPORATION hereby grants a non-exclusive perpetual easement to the Barron Water Control District over Tracts G-1 thru G-5 for drainage and for access, ingress and egress to maintain water control structures.

The easements hereinafter described are dedicated to the Public forever for the installation and maintenance of public utilities and drainage facilities to wit:

1. 10 feet along the rear lot line of each lot;
2. 6 feet along each side lot line and all lot lines abutting a street;
3. As shown by dash lines.

Where more than one lot or tract, or parts of one or more lots or tracts are intented as a building site, the outside boundaries of the building site shall carry the easements.

Reserving to said Corporation, its successors or assigns the reversion or reversions of title thereto whenever discontinued by law.

All other tracts not specifically addressed herein are reserved unto General Development Corporation.

IN WITNESS WHEREOF, the undersigned Corporation has caused these presents to be executed by the Officers named below and its corporate seal to be affixed hereto, this 4th day of December, AD 1985.

GENERAL DEVELOPMENT CORPORATION
411 South Bayshore Drive, Miami, Florida

Attest: Nancy H. Roen, Asst Sec.

By: G. J. Pfersich, Sr. Vice President

## ACKNOWLEDGMENT

STATE OF FLORIDA } SS
COUNTY OF DADE }

Before me, the undersigned Notary Public, personally appeared G. J. Pfersich, Sr. Vice President, and Nancy H. Roen, Asst Sec. of GENERAL DEVELOPMENT CORPORATION, to me well known to be the individuals described in and who executed the foregoing Certificate of Ownership and Dedication, and that each duly acknowledged before me that they executed the same, as such officers, for and in behalf of said corporation.

Witness my hand and official seal at Dade County, Florida, this 9th day of December, A.D., 1985.

My commision expires 1/27/88

Notary Public, State of Florida at Large

## CERTIFICATE OF SURVEYOR

STATE OF FLORIDA } SS
COUNTY OF DADE }

I HEREBY CERTIFY that this plat is a true and correct representation of the lands described hereon as recently surveyed and platted under my direction. The survey data shown on this plat complies with all of the requirements of Chapter 177, Florida Statutes as amended, and that the Permanent Reference Monuments will be set prior to the recording of this plat, in accordance with Section 177.091 (7) and the Permanent Control Points will be set in accordance with Section 177.091 (8).

Dated this 4th day of December, A.D., 1985.

Stanley B. Shalita, Professional Land Surveyor No. 2789, State of Florida
GENERAL DEVELOPMENT ENGINEERING COMPANY

## CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA } SS
COUNTY OF GLADES }

It is hereby certified that this plat has been officially approved for record by the Board of County Commissioners of Glades County, Florida, this 21st day of January, AD. 1986.

Approved: Vance W. Whitfield, Chairman, Board of County Commissioners; James N. Brown, County Engineer; Kelly Dotson, Chairman of the Planning Board

Norman Waldron
County Planning Director

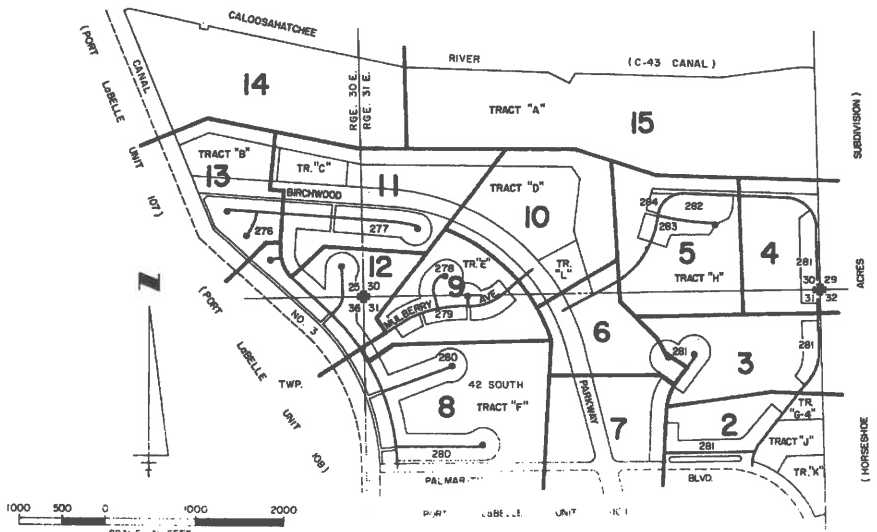
## CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA } SS
COUNTY OF GLADES }

I, Beryl Beck, County Clerk of Glades County, Florida, hereby certify that this plat has been examined and that it complies in form with all the requirements of the Statutes of Florida pertaining to maps and plats, and that this plat has been filed for record in Plat Book 4, Page 82 thru 96 of the Public Records of Glades County, Florida, this _____ day of _____, AD. 198__.

Beryl Beck Clerk
Glades County, Florida

By: _____
Deputy Clerk




KEY MAP

## GENERAL NOTES:

1. ◎ INDICATES PERMANENT REFERENCE MONUMENT.
2. ● INDICATES PERMANENT CONTROL POINT.
3. ALL RADII ARE 25 FEET WITH AN ARC OF 39.27 FEET AND A CENTRAL ANGLE OF 90°, UNLESS OTHERWISE SHOWN
4. BASIS OF BEARING SYSTEM IS FLORIDA STATE PLANE COORDINATES, EAST ZONE.
5. THE DECLARATION OF COVENANTS AND RESTRICTIONS AFFECTING THIS PROPERTY IS FILED IN O.R.B. 102 PAGE 610-677, PUBLIC RECORDS OF GLADES COUNTY, FLORIDA.
6. ◉ INDICATES FOUND P.R.M. #2789, UNLESS OTHERWISE NOTED.

APPROVAL:

P. BRETON

E. CLARK

G. PFERSICH

S. SMITH

DRAWN BY J.T.M.
CHECKED BY H.C.
APPROVED BY

SHEET 1 OF 15 SHEETS
271 TOTAL NO. LOTS

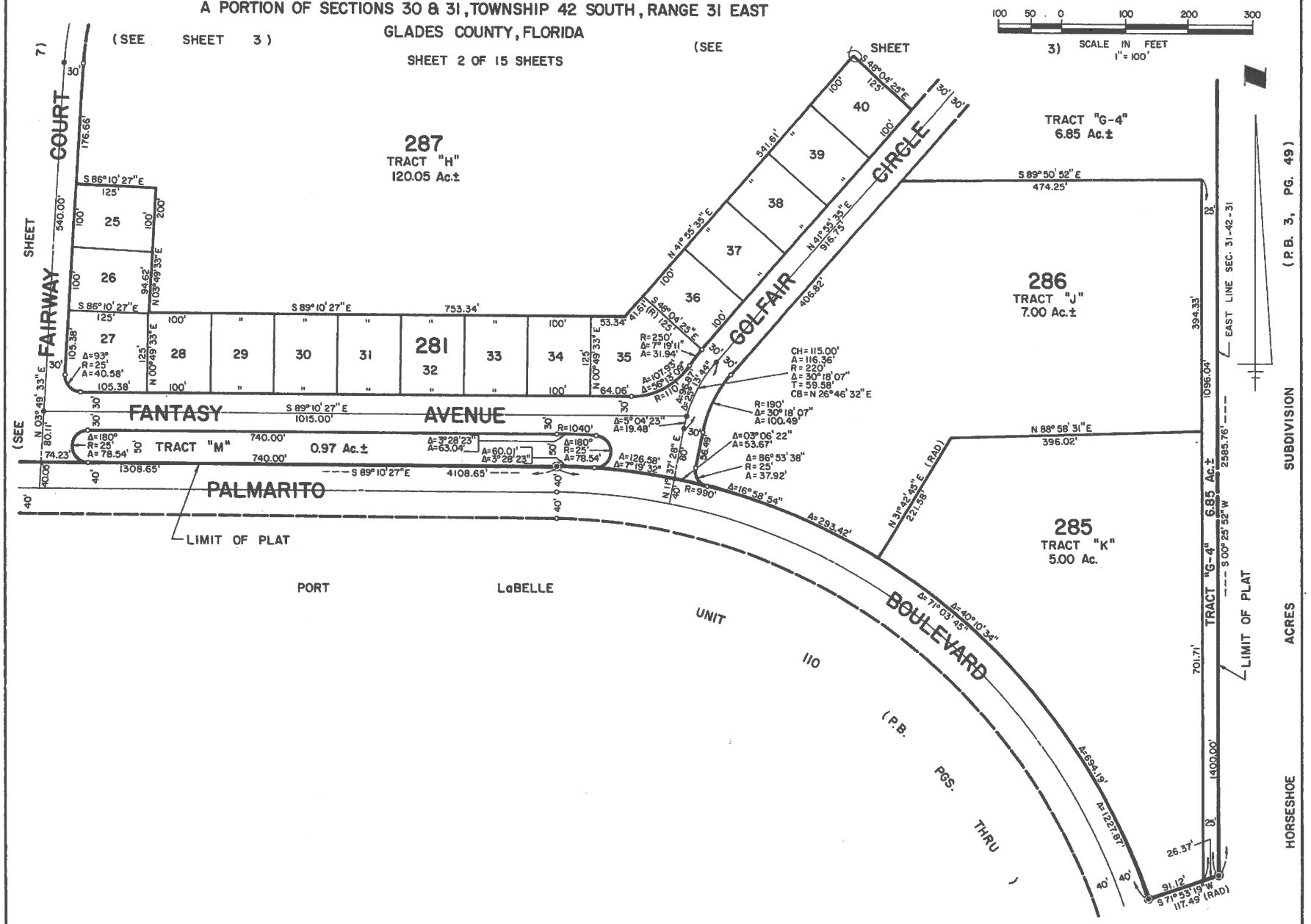
LB III

# PORT LaBELLE UNIT III

A PORTION OF SECTIONS 25 & 36, TOWNSHIP 42 SOUTH, RANGE 30 EAST &
A PORTION OF SECTIONS 30 & 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST
GLADES COUNTY, FLORIDA

SHEET 2 OF 15 SHEETS

PLAT BOOK 4
AND PAGE 83




CALCULATED BY H.C.
DRAWN BY J.C.F./A.D.
CHECKED BY H.C.
APPROVED BY

GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA

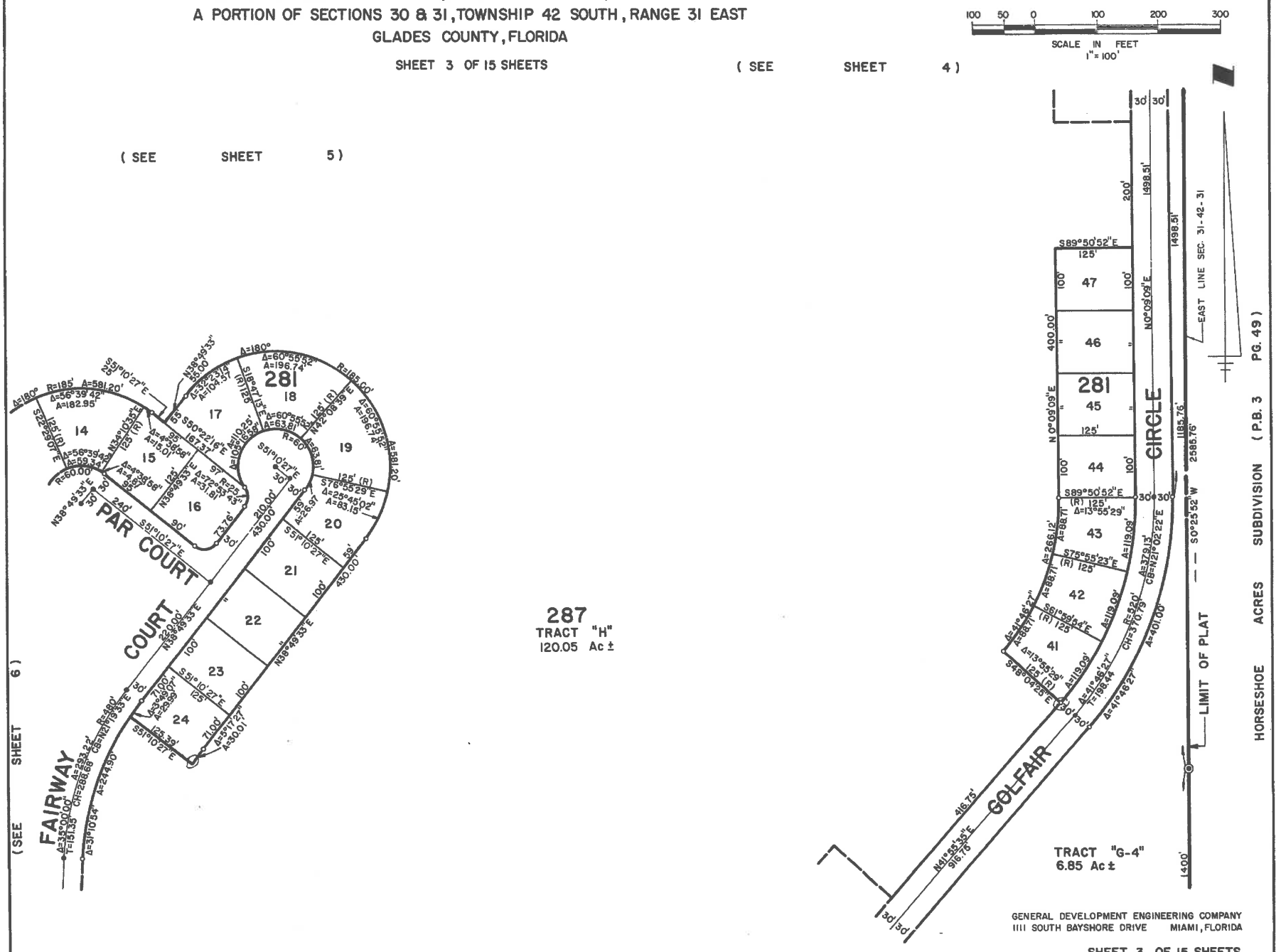
SHEET 2 OF 15 SHEETS
16 LOTS THIS SHEET

# PORT LaBELLE UNIT III

A PORTION OF SECTIONS 25 & 36, TOWNSHIP 42 SOUTH, RANGE 30 EAST &
A PORTION OF SECTIONS 30 & 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST
GLADES COUNTY, FLORIDA

SHEET 3 OF 15 SHEETS

PLAT BOOK 4
AND PAGE 84




GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA

SHEET 3 OF 15 SHEETS
18 LOTS THIS SHEET

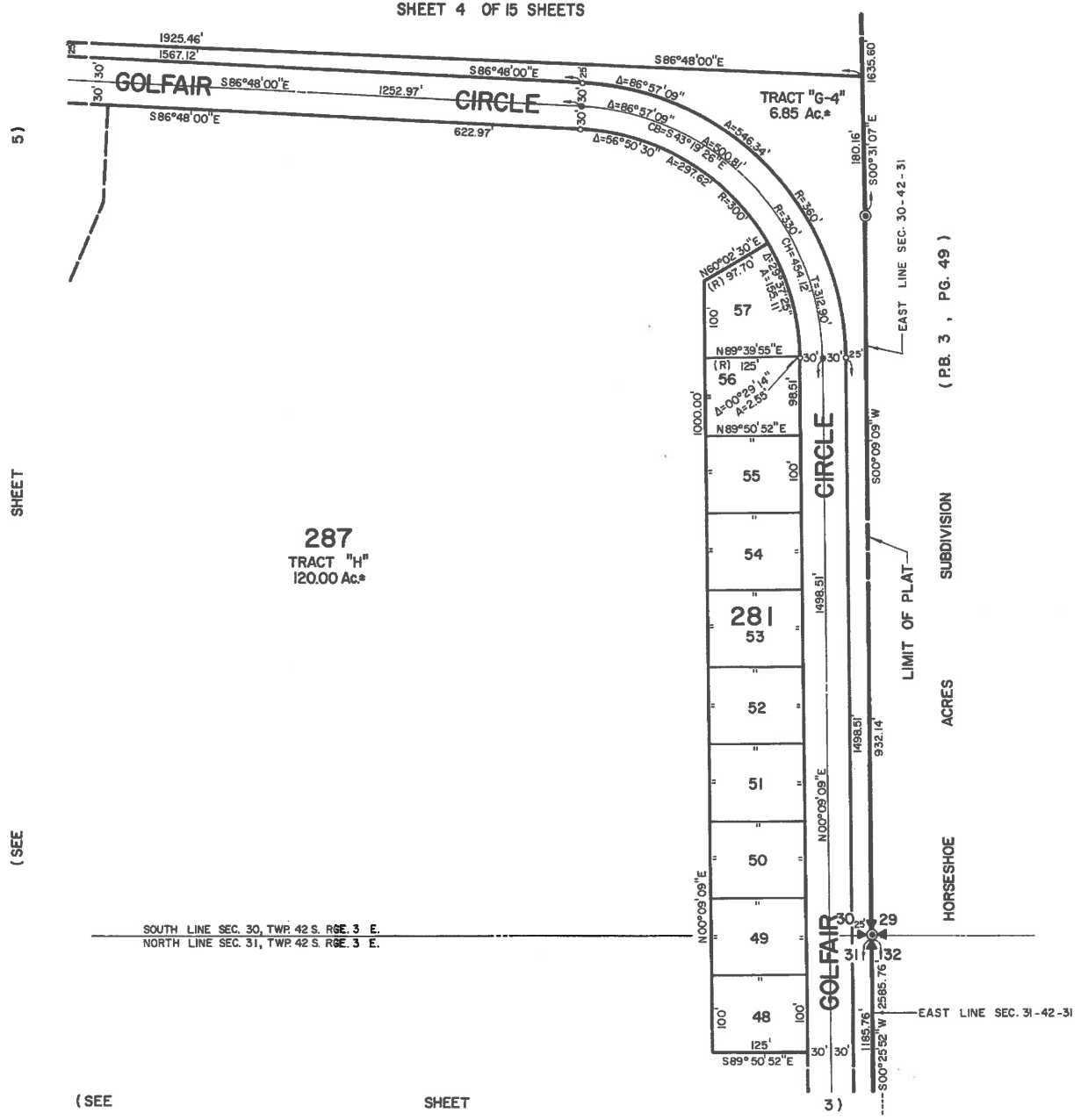
CALCULATED BY H.C
DRAWN BY JCF/JFG
CHECKED BY H.C.
APPROVED BY

# PORT LaBELLE UNIT III

PLAT BOOK 4
AND PAGE 85

A PORTION OF SECTIONS 25 & 36, TOWNSHIP 42 SOUTH, RANGE 30 EAST &
A PORTION OF SECTIONS 30 & 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST
GLADES COUNTY, FLORIDA

SHEET 4 OF 15 SHEETS




100 50 0 100 200 300
SCALE IN FEET
1"=100'

CALCULATED BY HC
DRAWN BY JCF/JJT/AP
CHECKED BY H.C.
APPROVED BY

GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA

SHEET 4 OF 15 SHEETS
10 LOTS THIS SHEET

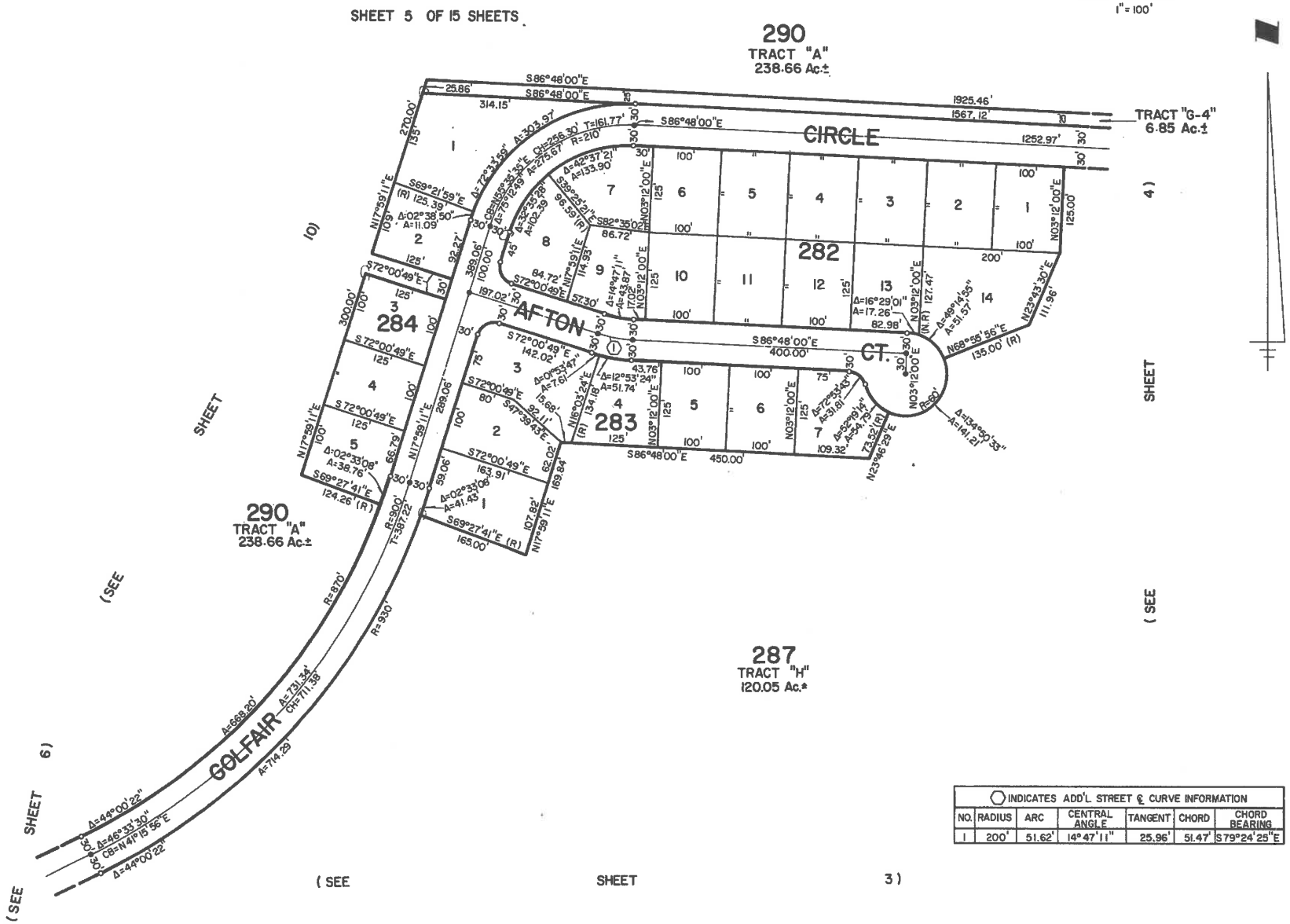
# PORT LaBELLE UNIT III

A PORTION OF SECTIONS 25 & 36, TOWNSHIP 42 SOUTH, RANGE 30 EAST &
A PORTION OF SECTIONS 30 & 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST
GLADES COUNTY, FLORIDA

SHEET 5 OF 15 SHEETS

PLAT BOOK 4
AND PAGE 96

100 50 0 100 200 300
SCALE IN FEET
1" = 100'




| ◯ INDICATES ADD'L STREET & CURVE INFORMATION | | | | | | |
|---|---|---|---|---|---|---|
| NO. | RADIUS | ARC | CENTRAL ANGLE | TANGENT | CHORD | CHORD BEARING |
| 1 | 200' | 51.62' | 14°47'11" | 25.96' | 51.47' | S79°24'25"E |

CALCULATED BY H.C.
DRAWN BY JCF / J.T.Jr
CHECKED BY H.C.
APPROVED BY

GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA

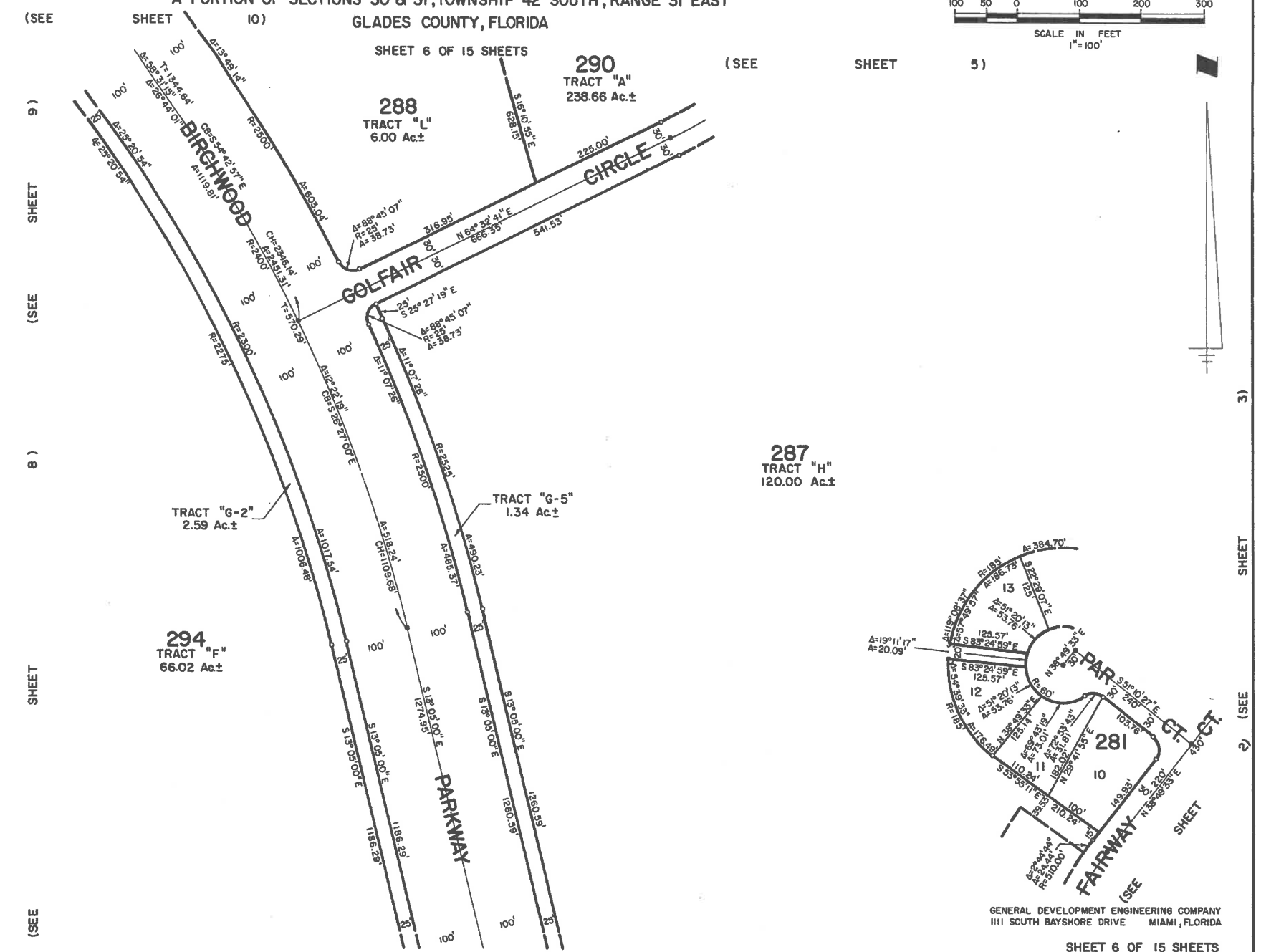
SHEET 5 OF 15 SHEETS
26 LOTS THIS SHEET

# PORT LaBELLE UNIT III

A PORTION OF SECTIONS 25 & 36, TOWNSHIP 42 SOUTH, RANGE 30 EAST &
A PORTION OF SECTIONS 30 & 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST
GLADES COUNTY, FLORIDA

PLAT BOOK 4
AND PAGE 87

SCALE IN FEET
1" = 100'




GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA

SHEET 6 OF 15 SHEETS
4 LOTS THIS SHEET

CALCULATED BY H.C.
DRAWN BY J.C.F. / A.D.
CHECKED BY H.C.
APPROVED BY

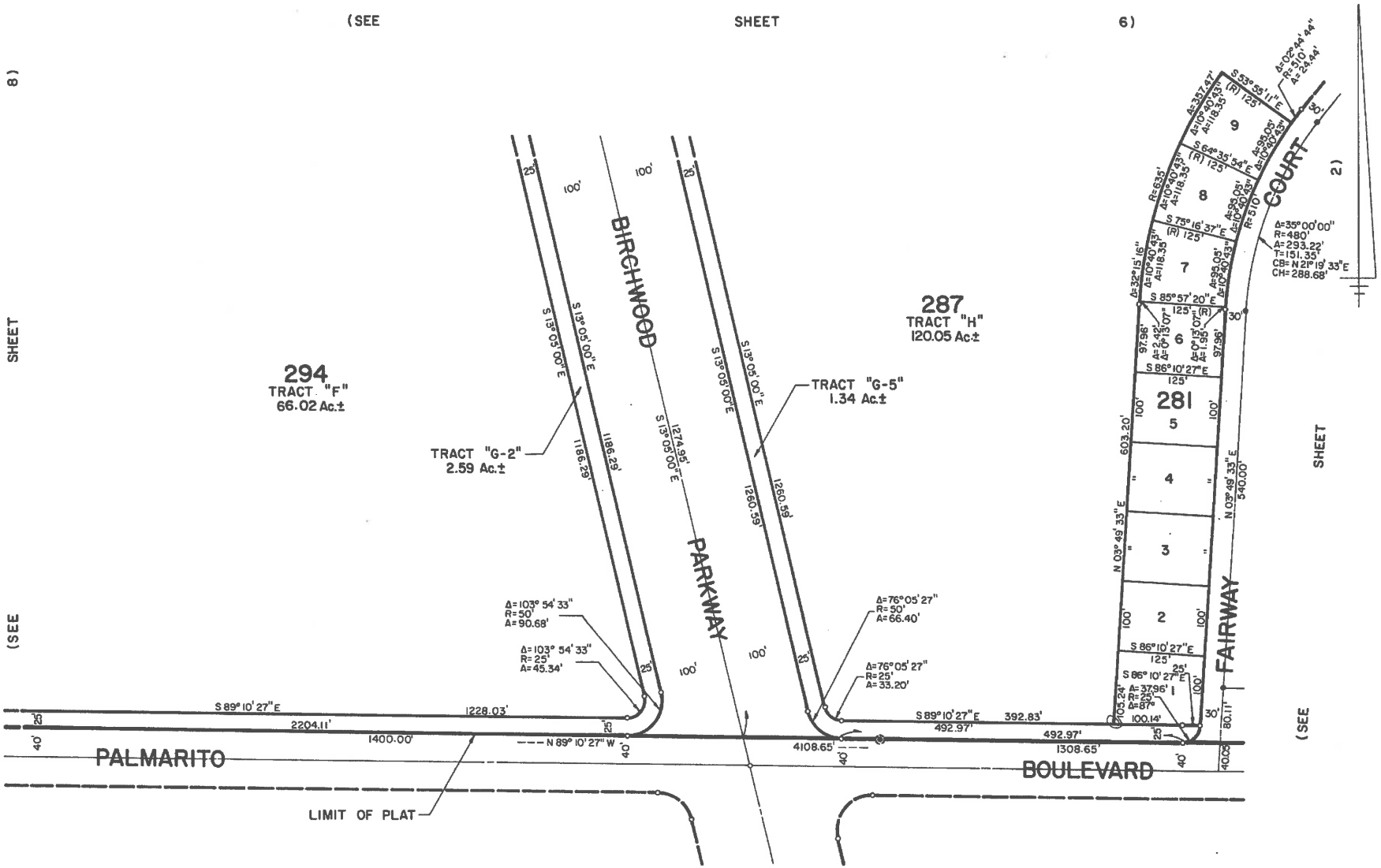
# PORT LaBELLE UNIT III

A PORTION OF SECTIONS 25 & 36, TOWNSHIP 42 SOUTH, RANGE 30 EAST &
A PORTION OF SECTIONS 30 & 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST
GLADES COUNTY, FLORIDA

SHEET 7 OF 15 SHEETS

PLAT BOOK 4
AND PAGE 88

100 50 0 100 200 300
SCALE IN FEET
1" = 100'




( PORT LaBELLE UNIT 110 P.B. , PG. )

GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA

SHEET 7 OF 15 SHEETS
9 LOTS THIS SHEET

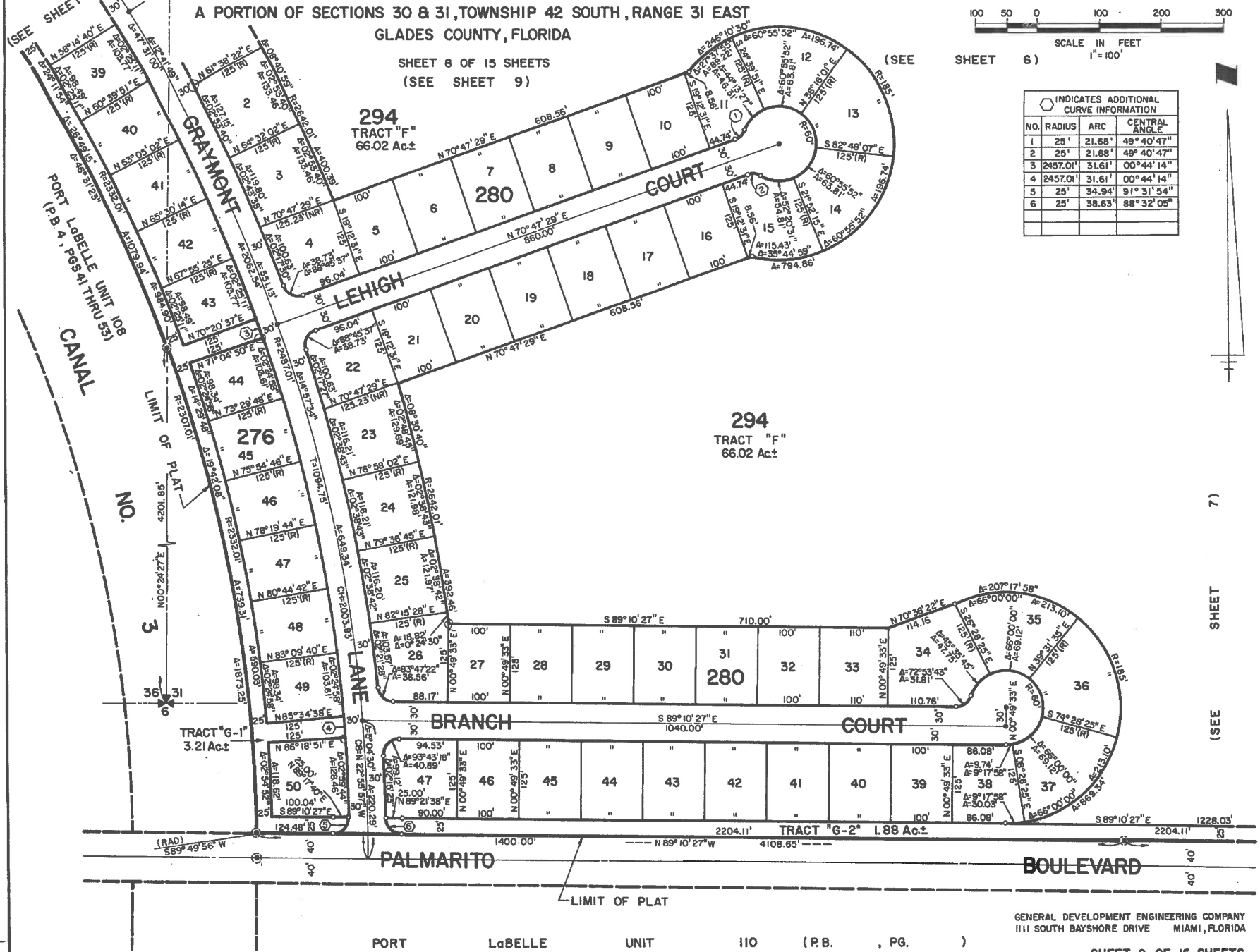
CALCULATED BY H.C.
DRAWN BY JCF/A.D.
CHECKED BY H.C.
APPROVED BY

# PORT LaBELLE UNIT III

A PORTION OF SECTIONS 25 & 36, TOWNSHIP 42 SOUTH, RANGE 30 EAST &
A PORTION OF SECTIONS 30 & 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST
GLADES COUNTY, FLORIDA

SHEET 8 OF 15 SHEETS

PLAT BOOK 4
AND PAGE 89




PORT LaBELLE UNIT 110 (P.B. , PG. )

GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA

SHEET 8 OF 15 SHEETS
58 LOTS THIS SHEET

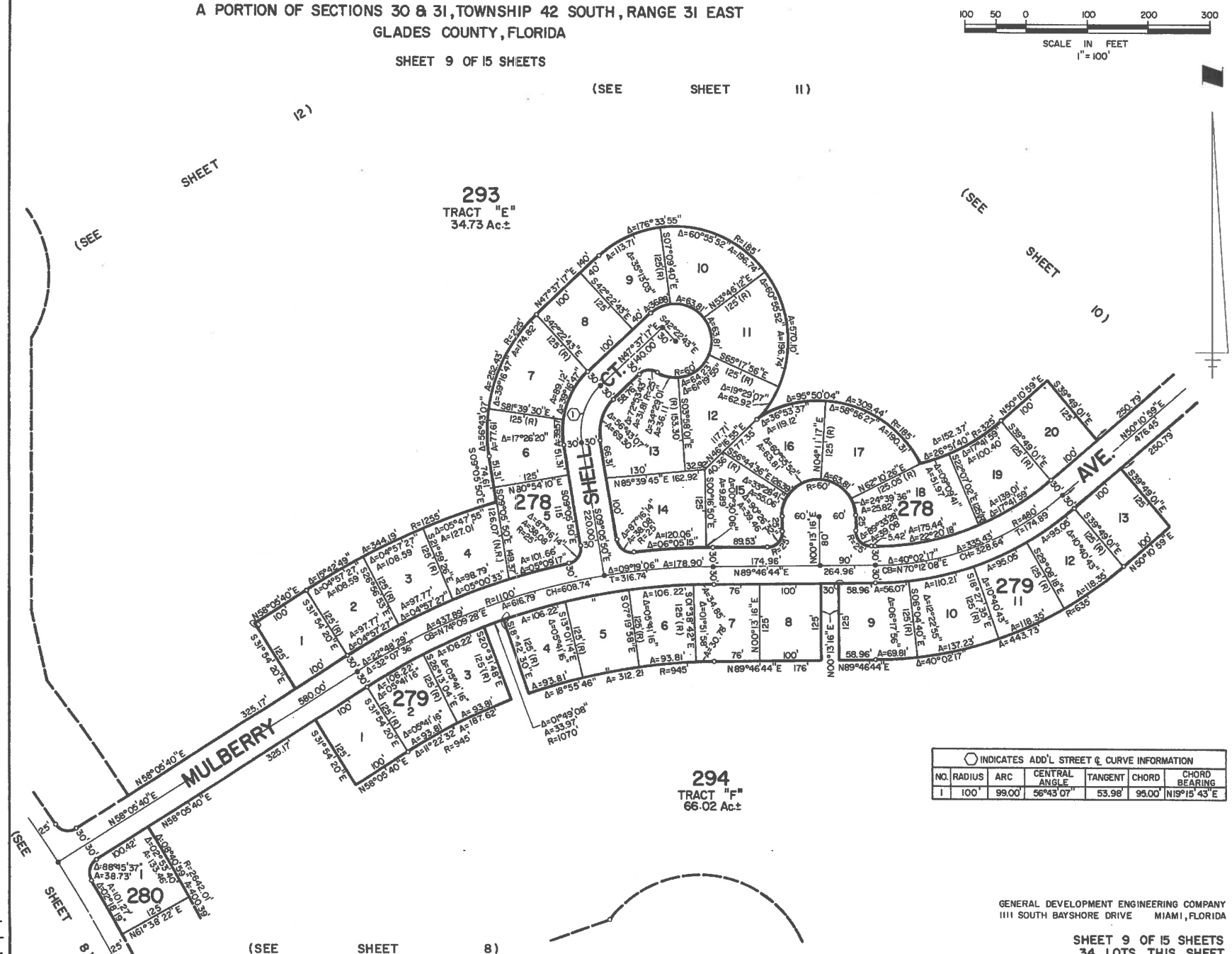
CALCULATED BY H.C.
DRAWN BY JLF / A.D.
CHECKED BY H.C.
APPROVED BY

# PORT LaBELLE UNIT III

A PORTION OF SECTIONS 25 & 36, TOWNSHIP 42 SOUTH, RANGE 30 EAST &
A PORTION OF SECTIONS 30 & 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST
GLADES COUNTY, FLORIDA

SHEET 9 OF 15 SHEETS

PLAT BOOK 4
AND PAGE 91




| INDICATES ADD'L STREET ℄ CURVE INFORMATION | | | | | | |
|---|---|---|---|---|---|---|
| NO. | RADIUS | ARC | CENTRAL ANGLE | TANGENT | CHORD | CHORD BEARING |
| 1 | 100' | 99.00' | 56°43'07" | 53.98' | 95.00' | N19°15'43"E |

CALCULATED BY H.C.
DRAWN BY J.C.F. / J.T.Jr.
CHECKED BY H.C.
APPROVED BY

GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA

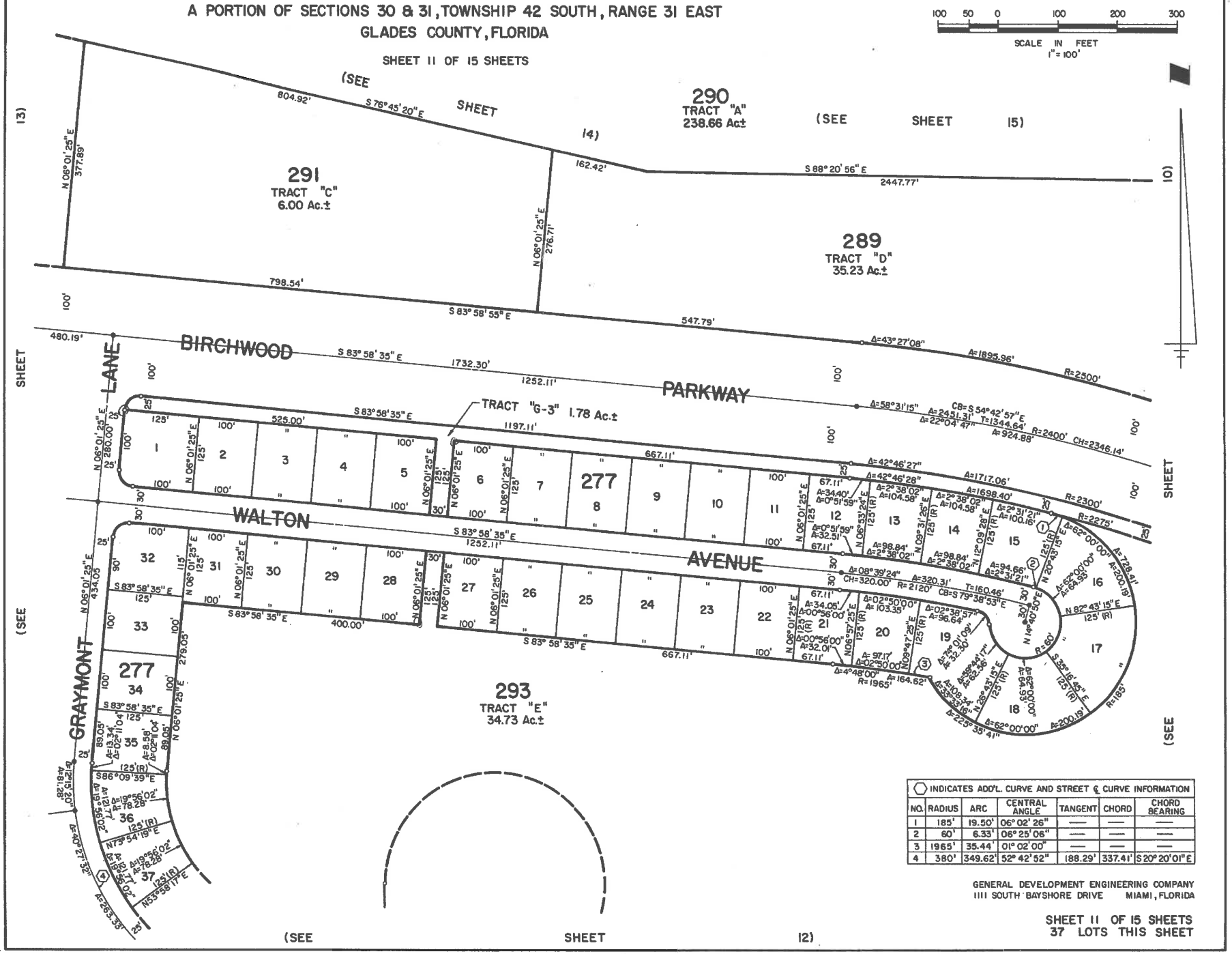
SHEET 9 OF 15 SHEETS
34 LOTS THIS SHEET

# PORT LaBELLE UNIT III

A PORTION OF SECTIONS 25 & 36, TOWNSHIP 42 SOUTH, RANGE 30 EAST &
A PORTION OF SECTIONS 30 & 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST
GLADES COUNTY, FLORIDA

SHEET 11 OF 15 SHEETS

PLAT BOOK 4
AND PAGE 92




| INDICATES ADD'L. CURVE AND STREET ℄ CURVE INFORMATION | | | | | | |
|---|---|---|---|---|---|---|
| NO. | RADIUS | ARC | CENTRAL ANGLE | TANGENT | CHORD | CHORD BEARING |
| 1 | 185' | 19.50' | 06° 02' 26" | — | — | — |
| 2 | 60' | 6.33' | 06° 25' 06" | — | — | — |
| 3 | 1965' | 35.44' | 01° 02' 00" | — | — | — |
| 4 | 380' | 349.62' | 52° 42' 52" | 188.29' | 337.41' | S 20° 20' 01" E |

GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA

SHEET 11 OF 15 SHEETS
37 LOTS THIS SHEET

CALCULATED BY HC
DRAWN BY JCF
CHECKED BY H.C.
APPROVED BY

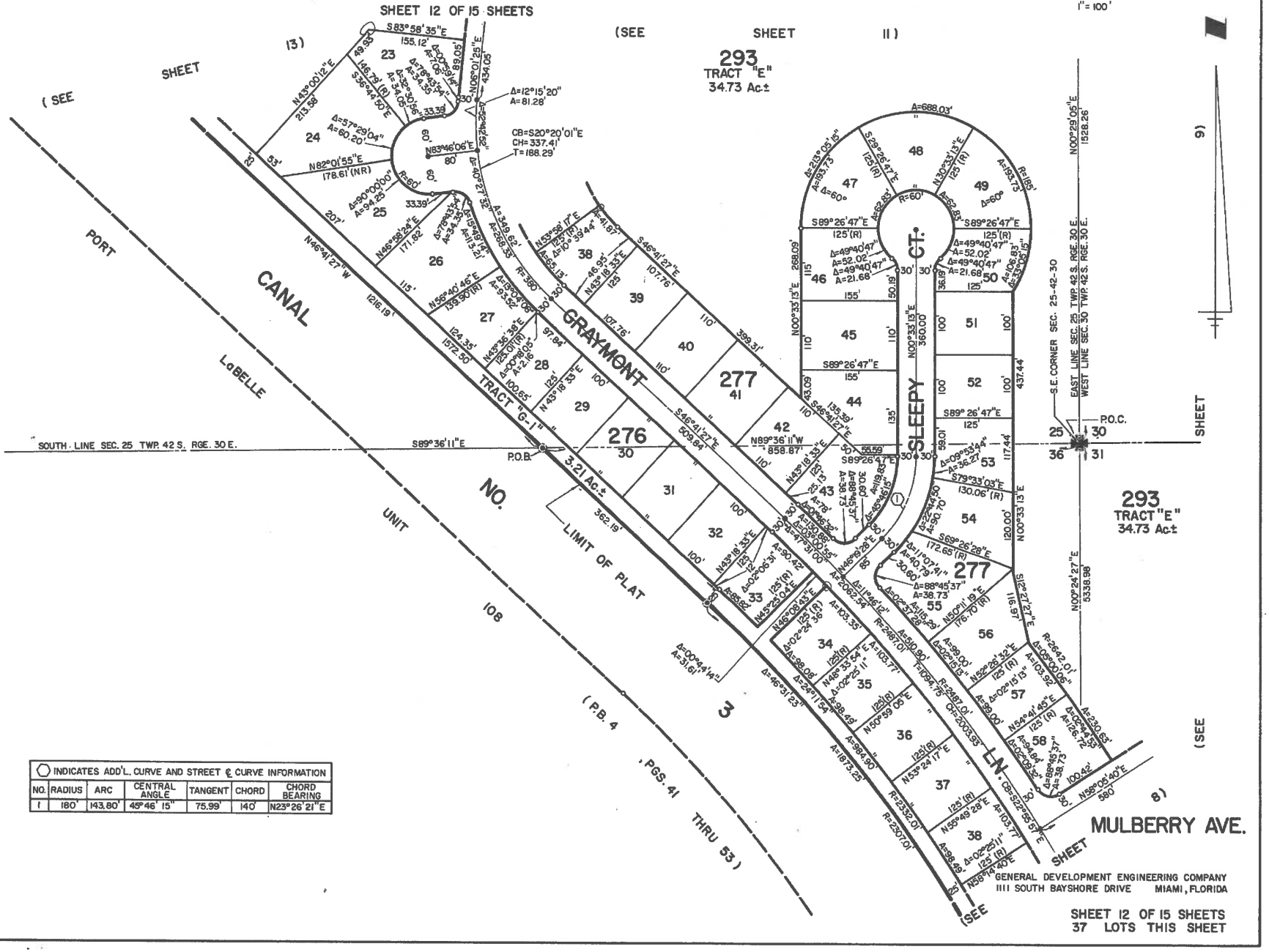
# PORT LaBELLE UNIT III

A PORTION OF SECTIONS 25 & 36, TOWNSHIP 42 SOUTH, RANGE 30 EAST &
A PORTION OF SECTIONS 30 & 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST
GLADES COUNTY, FLORIDA

PLAT BOOK 4
AND PAGE 93

SHEET 12 OF 15 SHEETS

SCALE IN FEET
1" = 100'




| INDICATES ADD'L. CURVE AND STREET & CURVE INFORMATION | | | | | | |
|---|---|---|---|---|---|---|
| NO. | RADIUS | ARC | CENTRAL ANGLE | TANGENT | CHORD | CHORD BEARING |
| 1 | 180' | 143.80' | 45°46' 15" | 75.99' | 140' | N23°26' 21"E |

CALCULATED BY H.C.
DRAWN BY J.C.F. / J.T.M.
CHECKED BY H.C.
APPROVED BY

GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA

SHEET 12 OF 15 SHEETS
37 LOTS THIS SHEET

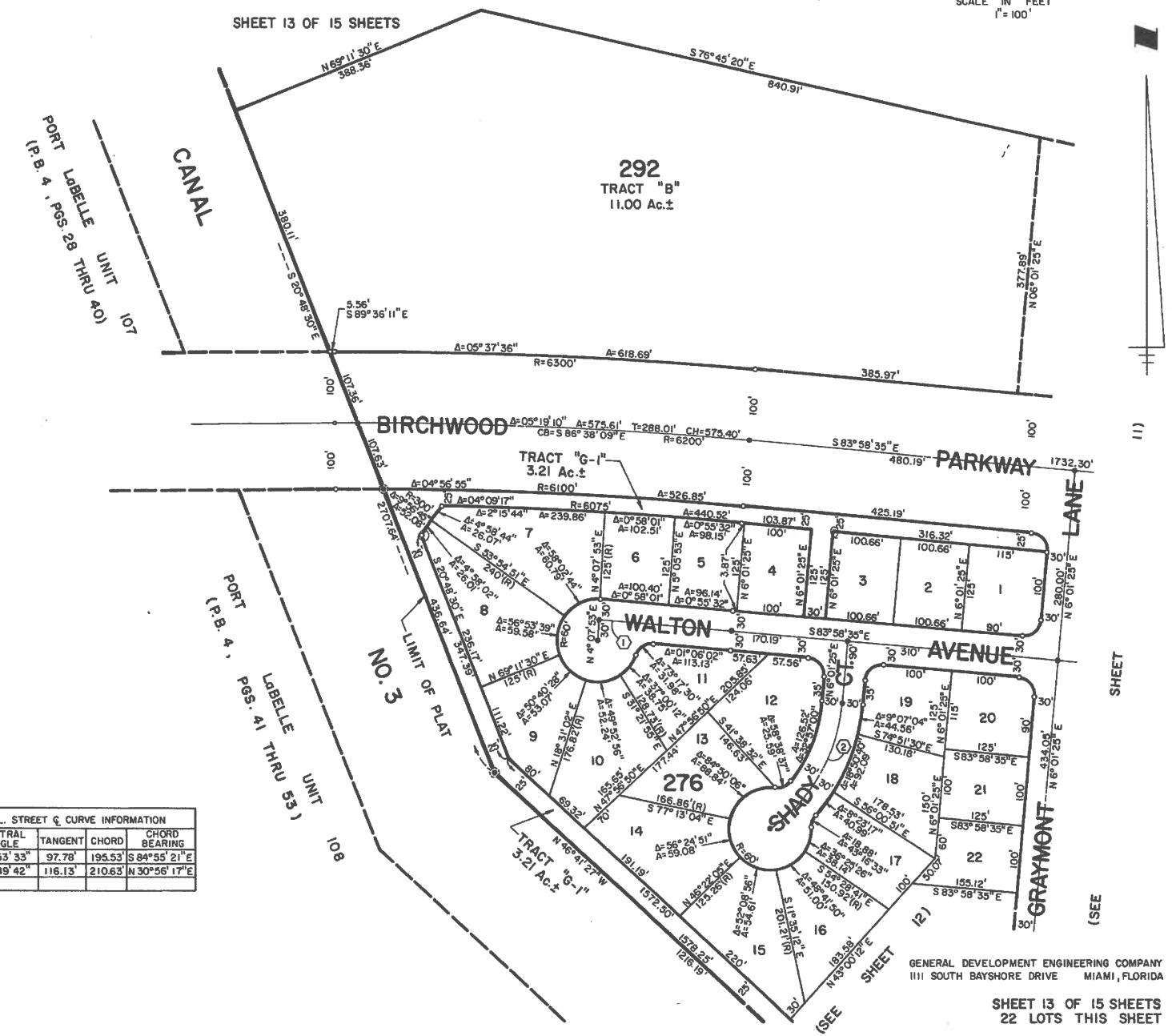
# PORT LaBELLE UNIT III

PLAT BOOK 4
AND PAGE 94

A PORTION OF SECTIONS 25 & 36, TOWNSHIP 42 SOUTH, RANGE 30 EAST &
A PORTION OF SECTIONS 30 & 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST
GLADES COUNTY, FLORIDA (SEE SHEET 14)

SHEET 13 OF 15 SHEETS

100 50 0 100 200 300
SCALE IN FEET
1" = 100'




| ⬡ INDICATES ADD'L. STREET & CURVE INFORMATION | | | | | | |
|---|---|---|---|---|---|---|
| NO. | RADIUS | ARC | CENTRAL ANGLE | TANGENT | CHORD | CHORD BEARING |
| 1 | 5920' | 195.54' | 01°53'33" | 97.78' | 195.53' | S 84°55'21"E |
| 2 | 250' | 217.42' | 49°49'42" | 116.13' | 210.63' | N 30°56'17"E |
| | | | | | | |

CALCULATED BY H.C.
DRAWN BY JCF/A.D.
CHECKED BY H.C.
APPROVED BY

GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA

SHEET 13 OF 15 SHEETS
22 LOTS THIS SHEET

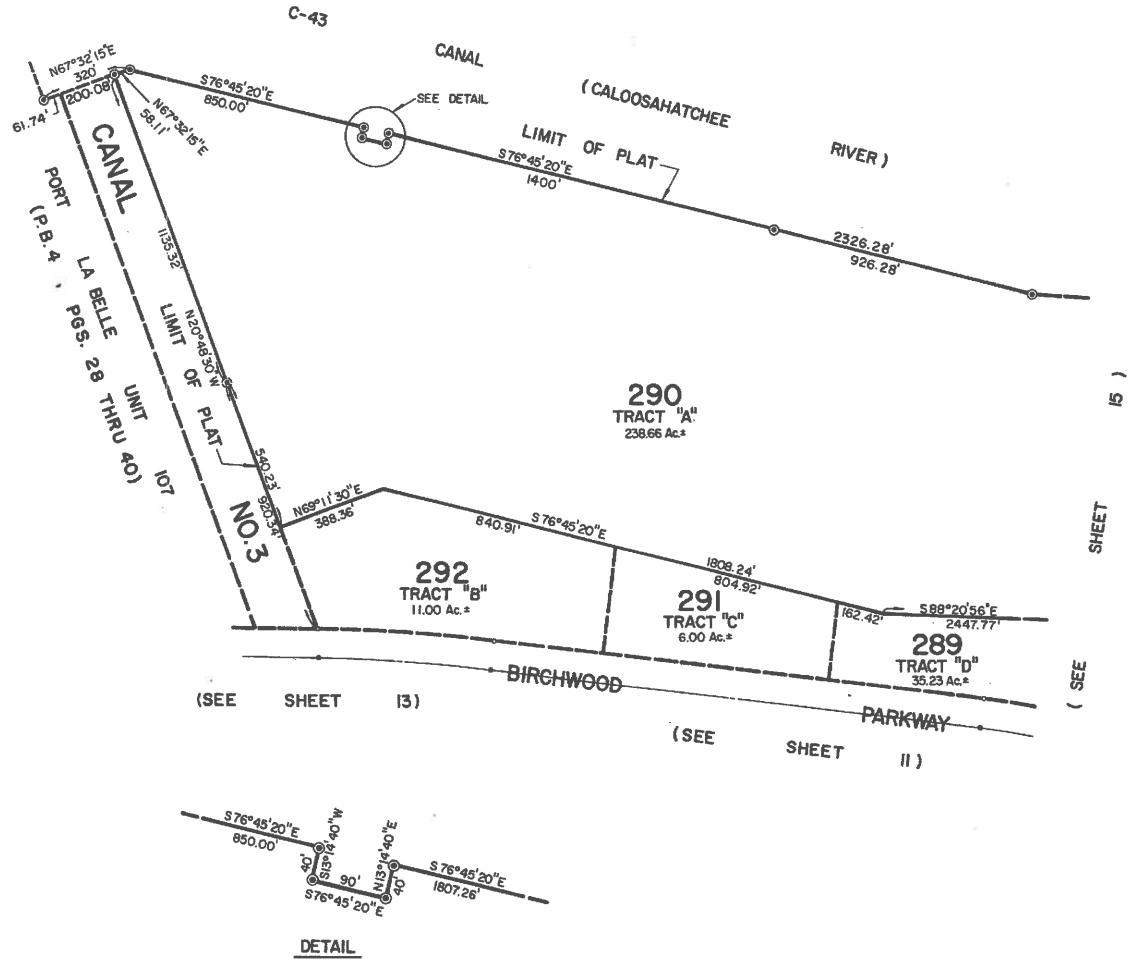
# PORT LaBELLE UNIT III

A PORTION OF SECTIONS 25 & 36, TOWNSHIP 42 SOUTH, RANGE 30 EAST &
A PORTION OF SECTIONS 30 & 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST
GLADES COUNTY, FLORIDA

SHEET 14 OF 15 SHEETS

PLAT BOOK 4
AND PAGE 95

600 450 300 0 300 600
SCALE IN FEET
1" = 300'







DETAIL

CALCULATED BY H.C.
DRAWN BY JCK / HT.Jr.
CHECKED BY H.C.
APPROVED BY

GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA

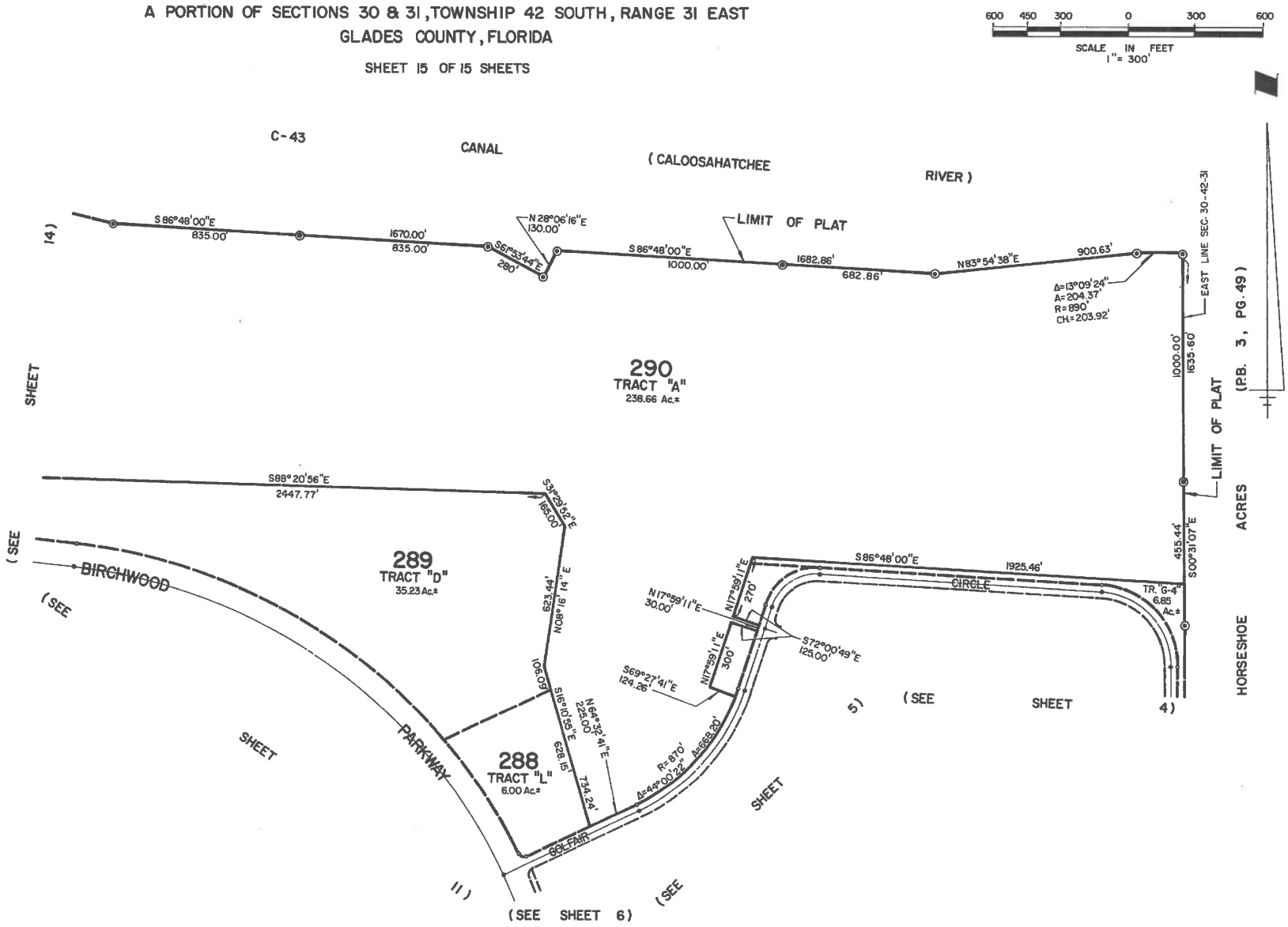
SHEET 14 OF 15 SHEETS
0 LOTS THIS SHEET

# PORT LaBELLE UNIT III

PLAT BOOK 4
AND PAGE 96

A PORTION OF SECTIONS 25 & 36, TOWNSHIP 42 SOUTH, RANGE 30 EAST &
A PORTION OF SECTIONS 30 & 31, TOWNSHIP 42 SOUTH, RANGE 31 EAST
GLADES COUNTY, FLORIDA

SHEET 15 OF 15 SHEETS




CALCULATED BY H.C.
DRAWN BY J.C.F./J.T.Jr.
CHECKED BY H.C.
APPROVED BY

GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA

SHEET 15 OF 15 SHEETS
0 LOTS THIS SHEET

**GLADES**
***Electric Cooperative, Inc.***
*"Neighbors Working for Neighbors"*

**Inst: 202222000415 Date: 02/10/2022 Time: 9:51AM**
**Page 1 of 2 B: 379 P: 289, Tami P Simmons, Clerk of Court Glades. County, By: TB**
**Deputy ClerkDoc Stamp-Deed: 0.70**

# Right of Way Easement Individual

Prepared by/Return to:
Glades Electric Cooperative, Inc. P.O. Box 519 – Moore Haven, FL 33471

The undersigned, ***"Grantor"*** for the sum of $10.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby grant unto ***GLADES ELECTRIC COOPERATIVE, INC.,*** a Florida corporation (hereinafter called "Grantee") whose address is P.O. Box 519 Moore Haven, Florida 33471, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County Of Glades, State of Florida, and more particularly described as follow:

**Over, across, and/or under my land more particularly described on Exhibit "A" attached hereto, a strip of land 20 feet wide lying 10 feet on either side of the overhead power line as constructed and/or 10 feet wide lying 5 feet on either side of the underground line as constructed**

and to place, construct, operate, repair, maintain, add to, remove, relocate and replace on, over or under thereon an electric transmission or distribution line or system and to cut, trim and/or chemically treat trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees on my abutting land that are tall enough to strike the wires in falling. The undersigned will cause all lands within the easement area to remain clear of any and all activities that might cause Grantee's overhead or underground facilities to become damaged or to interfere with Grantee's access to the easement area.
This conveyance includes the right to the "Grantee" at its option to license, permit or otherwise agree to the joint use or occupancy of the line or system by any other person, association, corporation or other legal entity for electrification or communication purposes.
This Easement is granted with the express condition that Grantor is conveying such rights and privileges without any warranties, representation, or guarantees, other than ownership and the right to grant this easement, either expressed or implied, or arising by operation of law. This Easement Agreement shall continue in force through, and terminate on; the date upon with the Easement property and Easement ceases to be used by Grantee for the purposes outlined herein for three (3) consecutive calendar years.
Easement shall run with the land and be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.

***IN WITNESS WHEREOF,*** the undersigned has set his/her hand and seal this 3rd day of February, 20 22.
Signed, sealed and delivered in the presence of:

Maria Gonzalez
Print Name of First Witness

Maria Gonzalez
Signature of First Witness

Donna Conover
Print Name of Second Witness

Donna Conover
Signature of Second Witness

Work Order Number

Dwayne A. House, as Trustee of the Dwayne A. House Revocable Trust dated November 20, 2007
Signature of Grantor

Print Name Grantor

Signature of Grantor

Physical Address of Property

City, State and Zip Code

STATE OF FLORIDA COUNTY OF Glades

The foregoing instrument was acknowledged before me by means of (X) Physical presence or (__) Online notarization this 3rd day of February 20 22. By Dwayne House,
as the above named Grantor, individual identified by: (X) Personal Knowledge (__) Satisfactory Evidence; Type _____

Notary Public

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

My Commission Expires: 7/8/2024

## Exhibit "A"

### Legal Description of Easement Property

All that tract or parcel of land lying in a portion of Section 31, Township 42 South, Range 31 East, Glades County, Florida, more particularly described as:

Commencing at the northeast corner of said Section 31, thence South 00° 26' 47" West along the East line of said Section 31 a distance of 3709 feet; thence continue South 00° 26' 47" West along said East line of said Section 31 a distance of 871.00 feet to the Point of Beginning: thence continue South 00° 26' 47" West along said East line of Section 31 a distance of 700.00 feet to a point on the north right of way line of State Road 80; thence North 89° 45' 31" West along said north right of way line of State Road 80 a distance of 30.00 feet to a point; thence North 00° 26' 47" East a distance of 700.11 feet to a point; thence South 89° 33' 13" East a distance of 30.00 feet to the Point of Beginning.