COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File Number	- 32342
Task No.:	- SL010.029
Project Name	- Caloosahatchee Ecoscape FF
Parcel ID Numbers	- A27-42-30-A00-0230-0000; A28-42-30-A00-003A-0000; A33-42-30-A02-001A-0000; A34-42-30-A00-0010-0000;

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 - 32342

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.

File Number - 32342

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

File Number - 32342

NOTE: Parcel Tax ID No.: A27-42-30-A00-0230-0000. Taxes for 2022 were paid in the amount of $2,303.87. Current assessment is $48,479.00. Homestead exemption was not filed in 2022.

Parcel Tax ID No.: A28-42-30-A00-003A-0000. Taxes for 2022 were paid in the amount of $1,280.53. Current assessment is $25,985.00. Homestead exemption was not filed in 2022.

Parcel Tax ID No.: A33-42-30-A02-001A-0000. Taxes for 2022 were paid in the amount of $1,516.53. Current assessment is $22,157.00. Homestead exemption was not filed in 2022.

Parcel Tax ID No.: A34-42-30-A00-0010-0000. Taxes for 2022 were paid in the amount of $11,547.84. Current assessment is $357,550.00. 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 - 32342

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

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

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

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

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

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

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

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

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

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

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

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

File Number - 32342

10. 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.

11. Terms, covenants, conditions, restrictions and easements created by and set forth in the Declaration of Covenants and Restrictions by General Development Corporation dated April 30, 1980 and recorded June 13, 1980 in Official Records Book 77, Page 89, of the Public Records of Glades County, Florida.

12. Road dedication in favor of Port LaBelle Community Development District recorded August 4, 1987 in Official Records Book 110, Page 978 of the Public Records of Glades County, Florida.

13. Amended Plan of Water Management of Barron Water Control District approved and authorized by Final Order dated May 2, 1994, and recorded January 12, 1995 in Official Records Book 151, page 592, as affected by Clarification of Final Order recorded in Official Records Book 155, page 591; both of the Public Records of Glades County, Florida.

14. Irrigation, Drainage and Crossing Easement Agreement by and between Atlantic Gulf Communities and The Prudential Insurance Company of America dated March 24, 1995 and recorded March 31, 1995 in Official Records Book 152, Page 856 of the Public Records of Glades County, Florida.

15. 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.

16. 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.

17. 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.

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

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

File Number - 32342

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 - 32342
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.

A27-42-30-A00-0230-0000:
Government Lots 4 and 5, and all unsurveyed south of CAL canal excluding railroad right-of-way and excluding government rights-of-way and excluding C-43 right-of-way in Section 27, Township 42 South, Range 30 East; and

A28-42-30-A00-003A-0000:
All of Section 28, Township 42 South, Range 30 East, lying East of C-1 Canal and South of C-43 canal; and

A33-42-30-A02-001A-0000:
All of Section 33, Township 42 South, Range 30 East, lying East of C-1 Canal less State Road 80; and

A34-42-30-A00-0010-0000:
All of Section 34, Township 42 South, Range 30 East, except other owners in Goodno subdivision being Lots 312, 313, 425, 426 and excluding Atlantic Coast Line vacated railroad right-of-way;

All lying and being in Glades County, Florida.

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Parcel Summary

Parcel ID	A27-42-30-A00-0230-0000
Location Address	STATE RD 80 LABELLE
Brief Tax Description	TOTAL ACRES 213.91 M/L GOVT LOTS 4 + 5 + ALL UNSUR S OF CAL CANAL EXC R R R/W + EXC GOVT R/WS + EXC C-43 R/W OR 52-925 + EXC N ORTONA LOCKS RD (Note: *The Description above is not to be used on legal documents.)
Property Use Code	PASTURELAND 1 (6000) (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	27-42-30
Tax District	Port Labelle Community Development Dist (District 04)
Millage Rate	22.0578
Acreage	213.91
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	213.91	AC	0	0
5010 - SVCE ACRGE	1	AC	0	0
5900 - NO PROD AG	2.73	AC	0	0
5900 - NO PROD AG	0.11	AC	0	0
6000 - PASTURE 1	210.07	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	1/1/1972	$100	00	52/925	Unqualified	Vacant		

Current Valuation

	2022 Certified Values
Building Value	$0
Extra Features Value	$0
Land Value	$48,479
Land Agricultural Value	$48,479
Agricultural (Market) Value	$1,475,979
Just (Market) Value	**$1,475,979**
Assessed Value	$48,479
Exempt Value	$0
Taxable Value	$48,479
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 308400 2022 **R A27-42-30-A00-0230-0000**

REAL ESTATE TAX/NOTICE RECEIPT FOR GLADES COUNTY

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	TAX AMOUNT
COUNTY	.00899670	$436.15
SCH-LRE	.00325800	$157.94
SCH-DISC	.00224800	$108.98
PLCDD	.00432500	$209.67
SOUTH FL WATER	.00019740	$9.57
SFW-EVERG CONST	.00003270	$1.59
LAW-ENF	.00300000	$145.44
TOTAL AD-VALOREM:		**$1,069.34**

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	TAX AMOUNT
Asmt - BARRON DRAINAGE	$1,330.52
TOTAL NON-AD VALOREM:	**$1,330.52**

COMBINED TAXES & ASMTS: **$2,399.86**

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

213.910 ACRES
TOTAL ACRES 213.91 M/L
GOVT LOTS 4 + 5 + ALL UNSUR S
OF CAL CANAL EXC R R R/W + EXC
GOVT R/WS + EXC C-43 R/W OR

FAIR MKT VALUE	$1,475,979.00	DIST	4
ASSESS	$48,479.00	EXEMPT VALUE	$0.00
TAXABLE VALUE	$48,479.00		

**** PAID ****

Last Payment: 12/05/2022 **Receipt Number:** 32256

Amount Collected: $2,303.87 **Discount Amount:** $0.00

Tax Roll Property Summary

Parcel	Roll Type	Year	Original Gross Tax	Original Assessments	Date Paid	Amount Paid	Total Unpaid
A274230A0002300000	R	2022	$1,069.34	$1,330.52	12/5/2022	$2,303.87	$0.00
A274230A0002300000	R	2021	$1,078.55	$1,120.89	12/1/2021	$2,111.46	$0.00
A274230A0002300000	R	2020	$1,149.61	$1,105.91	12/1/2020	$2,165.30	$0.00
A274230A0002300000	R	2019	$1,157.95	$1,114.47	12/26/2019	$2,181.52	$0.00
A274230A0002300000	R	2018	$1,107.77	$1,163.67	12/4/2018	$2,180.58	$0.00
A274230A0002300000	R	2017	$1,061.14	$1,255.65	12/4/2017	$2,224.12	$0.00
A274230A0002300000	R	2016	$1,051.76	$1,219.29	12/2/2016	$2,180.21	$0.00
A274230A0002300000	R	2015	$962.72	$1,125.17	12/3/2015	$2,004.37	$0.00
A274230A0002300000	R	2014	$953.34	$817.14	12/1/2014	$1,699.66	$0.00

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D&T Ventures

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Parcel Summary

Parcel ID	A28-42-30-A00-003A-0000
Location Address	STATE RD 80 LABELLE
Brief Tax Description	ALL LYING E OF C-1 CANAL + S OF C-43 CANAL TOTAL AC 122.30 M/L (Note: *The Description above is not to be used on legal documents.)
Property Use Code	PASTURELAND 1 (6000) (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	28-42-30
Tax District	Port Labelle Community Development Dist (District 04)
Millage Rate	22.0578
Acreage	122.3
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	122.3	AC	0	0
5010 - SVCE ACRGE	1	AC	0	0
5900 - NO PROD AG	13.01	AC	0	0
6000 - PASTURE 1	108.29	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	$25,985
Land Agricultural Value	$25,985
Agricultural (Market) Value	$843,870
Just (Market) Value	**$843,870**
Assessed Value	$25,985
Exempt Value	$0
Taxable Value	$25,985
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 309200 2022 **R A28-42-30-A00-003A-0000**

REAL ESTATE TAX/NOTICE RECEIPT FOR GLADES COUNTY

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	TAX AMOUNT
COUNTY	.00899670	$233.78
SCH-LRE	.00325800	$84.66
SCH-DISC	.00224800	$58.41
PLCDD	.00432500	$112.39
SOUTH FL WATER	.00019740	$5.13
SFW-EVERG CONST	.00003270	$0.85
LAW-ENF	.00300000	$77.96
TOTAL AD-VALOREM:		**$573.18**

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	TAX AMOUNT
Asmt - BARRON DRAINAGE	$760.71
TOTAL NON-AD VALOREM:	**$760.71**

COMBINED TAXES & ASMTS: **$1,333.89**

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

122.300 ACRES
ALL LYING E OF C-1 CANAL + S
OF C-43 CANAL
TOTAL AC 122.30 M/L

FAIR MKT VALUE	**$843,870.00**	DIST	**4**
ASSESS	**$25,985.00**	EXEMPT VALUE	**$0.00**
TAXABLE VALUE	**$25,985.00**		

**** PAID ****

Last Payment: 12/05/2022 **Receipt Number:** 32257

Amount Collected: $1,280.53 **Discount Amount:** $0.00

Tax Roll Property Summary

Parcel	Roll Type	Year	Original Gross Tax	Original Assessments	Date Paid	Amount Paid	Total Unpaid
A284230A00003A0000	R	2022	$573.18	$760.71	12/5/2022	$1,280.53	$0.00
A284230A00003A0000	R	2021	$578.10	$640.85	12/1/2021	$1,170.19	$0.00
A284230A00003A0000	R	2020	$666.07	$632.29	12/1/2020	$1,246.43	$0.00
A284230A00003A0000	R	2019	$671.14	$637.18	12/26/2019	$1,255.99	$0.00
A284230A00003A0000	R	2018	$642.46	$665.31	12/4/2018	$1,255.46	$0.00
A284230A00003A0000	R	2017	$615.03	$717.90	12/4/2017	$1,279.61	$0.00
A284230A00003A0000	R	2016	$609.60	$697.11	12/2/2016	$1,254.44	$0.00
A284230A00003A0000	R	2015	$558.74	$643.30	12/3/2015	$1,153.96	$0.00
A284230A00003A0000	R	2014	$553.28	$467.19	12/1/2014	$979.65	$0.00

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Parcel Summary

Parcel ID	A33-42-30-A02-001A-0000
Location Address	STATE RD 80 LABELLE
Brief Tax Description	ALL LYING E OF C-1 CANAL LESS SR 80 TOTAL AC 175.40 M/L (Note: *The Description above is not to be used on legal documents.)
Property Use Code	PASTURELAND 1 (6000) (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	33-42-30
Tax District	Port Labelle Community Development Dist (District 04)
Millage Rate	22.0578
Acreage	175.4
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	175.4	AC	0	0
5010 - SVCE ACRGE	1	AC	0	0
6000 - PASTURE 1	49	AC	0	0
6200 - PASTURE 3	125.4	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	$22,157
Land Agricultural Value	$22,157
Agricultural (Market) Value	$1,210,260
Just (Market) Value	**$1,210,260**
Assessed Value	$22,157
Exempt Value	$0
Taxable Value	$22,157
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 312300 2022 **R A33-42-30-A02-001A-0000**

REAL ESTATE TAX/NOTICE RECEIPT FOR GLADES COUNTY

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	TAX AMOUNT
COUNTY	.00899670	$199.34
SCH-LRE	.00325800	$72.19
SCH-DISC	.00224800	$49.81
PLCDD	.00432500	$95.83
SOUTH FL WATER	.00019740	$4.37
SFW-EVERG CONST	.00003270	$0.72
LAW-ENF	.00300000	$66.47
TOTAL AD-VALOREM:		**$488.73**

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	TAX AMOUNT
Asmt - BARRON DRAINAGE	$1,090.99
TOTAL NON-AD VALOREM:	**$1,090.99**

COMBINED TAXES & ASMTS: **$1,579.72**

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

175.400 ACRES
ALL LYING E OF C-1 CANAL
LESS SR 80
TOTAL AC 175.40 M/L

FAIR MKT VALUE	$1,210,260.00	DIST	4
ASSESS	$22,157.00	EXEMPT VALUE	$0.00
TAXABLE VALUE	$22,157.00		

**** PAID ****

Last Payment: 12/05/2022 **Receipt Number:** 32262

Amount Collected: $1,516.53 **Discount Amount:** $0.00

Tax Roll Property Summary

Parcel	Roll Type	Year	Original Gross Tax	Original Assessments	Date Paid	Amount Paid	Total Unpaid
A334230A02001A0000	R	2022	$488.73	$1,090.99	12/5/2022	$1,516.53	$0.00
A334230A02001A0000	R	2021	$459.46	$919.10	12/1/2021	$1,323.42	$0.00
A334230A02001A0000	R	2020	$484.48	$906.82	12/1/2020	$1,335.65	$0.00
A334230A02001A0000	R	2019	$483.84	$913.83	12/26/2019	$1,341.76	$0.00
A334230A02001A0000	R	2018	$458.52	$954.18	12/4/2018	$1,356.19	$0.00
A334230A02001A0000	R	2017	$446.15	$1,029.60	12/4/2017	$1,416.72	$0.00
A334230A02001A0000	R	2016	$442.21	$999.78	12/2/2016	$1,384.31	$0.00
A334230A02001A0000	R	2015	$404.33	$922.60	12/3/2015	$1,273.85	$0.00
A334230A02001A0000	R	2014	$400.39	$670.03	12/1/2014	$1,027.60	$0.00

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Parcel Summary

Parcel ID	A34-42-30-A00-0010-0000
Location Address	5121 STATE RD 80 MOORE HAVEN
Brief Tax Description	S34 T42S R30E 611.82 AC M/L ALL EXC OTHER OWNERS IN GOODNO SUB BEING LOTS 312 313 425 426 + EXC ACL VAC'D R/R R/W + EXC SR 80 R/W + EXC OR 152/1006 TO FULFORD BEING A TOWER SITE + EXC RD RWYS (Note: *The Description above is not to be used on legal documents.)
Property Use Code	PASTURELAND 1 (6000) (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	34-42-30
Tax District	Port Labelle Community Development Dist (District 04)
Millage Rate	22.0578
Acreage	611.82
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	607.82	AC	0	0
0110 - SFR RURAL	4	AC	0	0
6000 - PASTURE 1	559.05	AC	0	0
6200 - PASTURE 3	38.77	AC	0	0
6300 - PASTURE 4	10	AC	0	0

Building Information

Type	SINGLE FAM
Total Area	2,084
Heated Area	1,492
Exterior Walls	AVERAGE
Roof Cover	MODULAR MT
Interior Walls	PW PANEL
Frame Type	MASONRY
Floor Cover	HARDTILE
Heat	FORCED AIR
Air Conditioning	WINDOW
Bathrooms	2
Bedrooms	2
Stories	0
Actual Year Built	1930
Effective Year Built	1960

Type	SINGLE FAM
Total Area	1,960
Heated Area	1,600
Exterior Walls	CEDAR
Roof Cover	MODULAR MT
Interior Walls	DRYWALL
Frame Type	MASONRY
Floor Cover	HARDWOOD
Heat	AIR DUCTED
Air Conditioning	CENTRAL
Bathrooms	2
Bedrooms	2
Stories	0
Actual Year Built	1950
Effective Year Built	1980

Extra Features

Code	Description	Length x Width	Area	Year Built
0901	B-22	75 x 35 x	2,625	1950
0903	B-31	20 x 20 x	400	1958
0912	B-43	8 x 8 x	64	1940
0914	B-52 2STR,LOW,DIRT F	0 x 0 x	1,128	1950
0900	B-21	40 x 15 x	600	1960
0900	B-21	40 x 15 x	600	1960
0900	B-21	40 x 15 x	600	1960
0900	B-21	40 x 15 x	600	1960
0901	B-22	43 x 10 x	430	1960
0901	B-22	20 x 10 x	200	1960
0901	B-22	20 x 10 x	200	1960
0902	B-23	25 x 24 x	600	1965
0912	B-43	8 x 4 x	32	1965
0902	B-23	0 x 0 x	2,150	1960
0903	B-31	18 x 12 x	216	1960

Code	Description	Length x Width	Area	Year Built
0740	TUFU	20 x 10 x	200	1986
0080	CONC-R	10 x 3 x	30	1950
0900	B-21	86 x 40 x	3,440	2000
0081	CONC-U	86 x 40 x	3,440	1950
0081	CONC-U	24 x 12 x	288	1950
0082	CONC-AG	0 x 0 x	252	1960
0080	CONC-R	0 x 0 x	663	1998
0010	ASP PAV	0 x 0 x	15,775	1900
0270	HOT TUB	5 x 5 x	25	2020

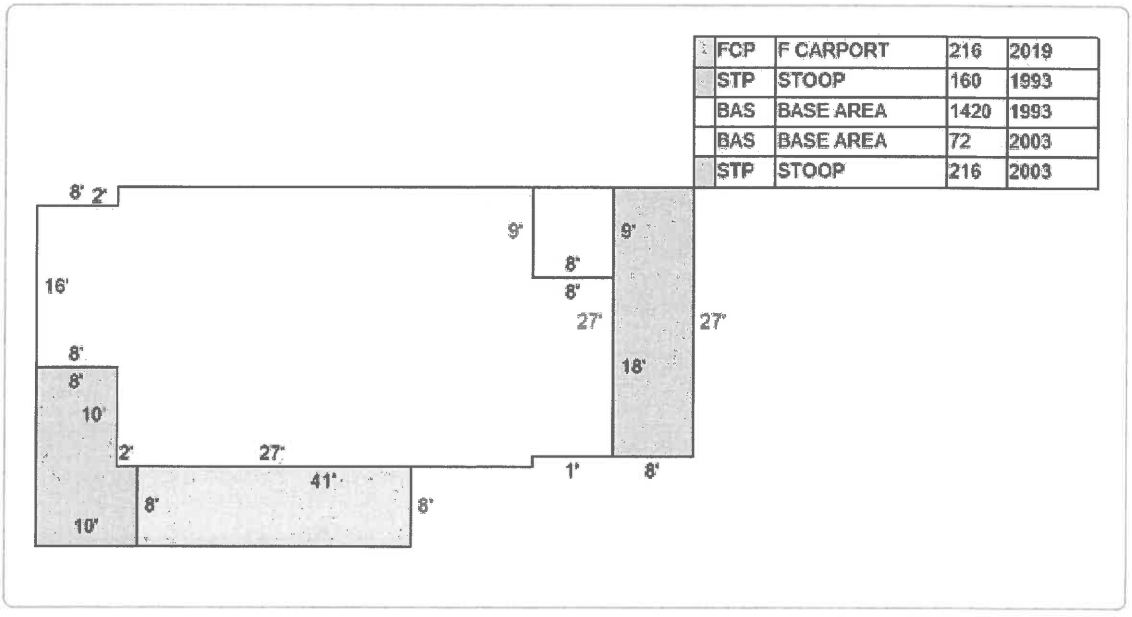
Sales

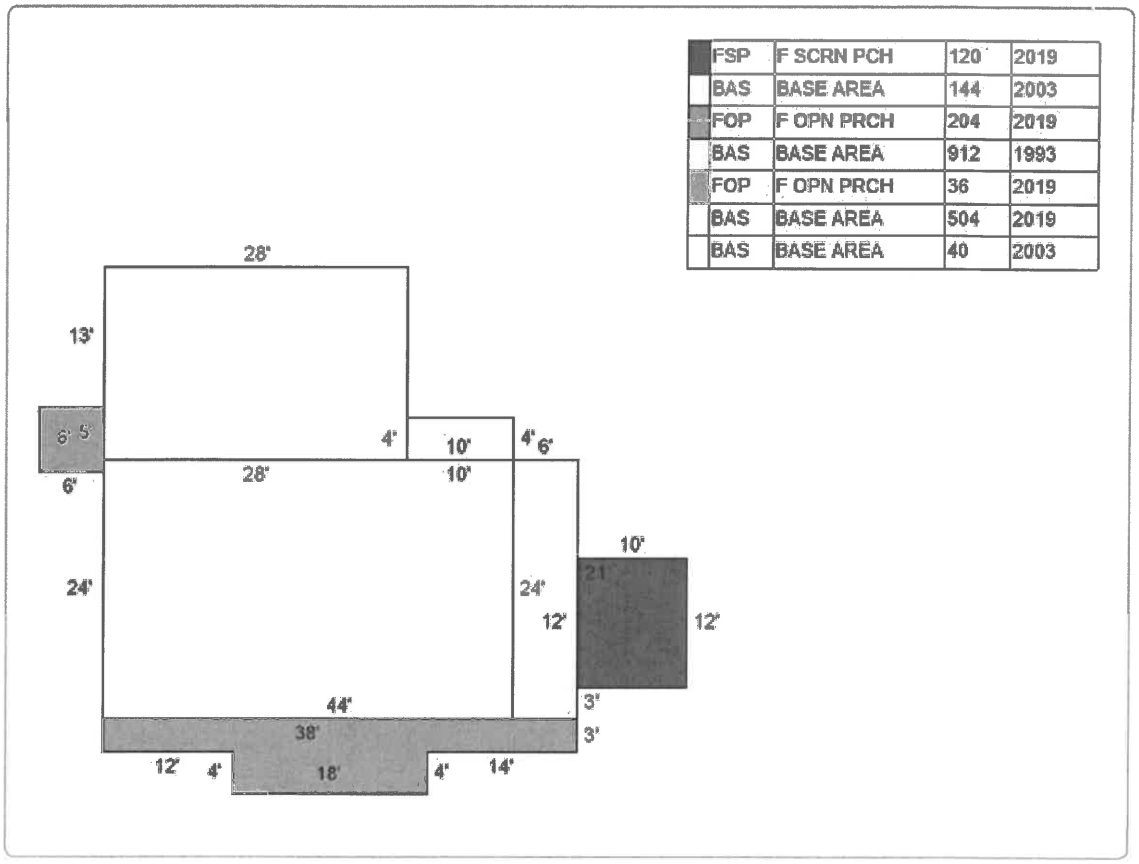
Multi Parcel	Sale Date	Sale Price	Instrument	Book/Page	Qualification	Vacant/Improved	Grantor	Grantee
Y	1/31/2022	$100	QC	379/283	Unqualified	Improved	GLADES ELECTRIC CO-OP INC	HOUSE DWAYNE A REV TR
N	9/29/2017	$100	SW	337/971	Unqualified	Improved	HOUSE DWAYNE A	HOUSE DWAYNE A *RT*
N	7/23/2003	$12,100	TD	216/845	Unqualified	Vacant	GLADES COUNTY	HOUSE DWAYNE A
N	11/15/1999	$2,500	WD	187/249	Unqualified	Vacant	PARKER PATRICIA TRUSTEE	HOUSE
N	10/30/1998	$100	QC	178/498	Unqualified	Vacant	AUMAND JUNE ANN RYAN	RYAN CHRISTOPHER
N	7/9/1998	$0	WD	176/442	Unqualified	Vacant	AGCC	HOUSE D
N	7/9/1998	$400,000	WD	176/442	Unqualified	Improved	FULFORD	HOUSE
N	7/9/1998	$100	WD	176/442	Unqualified	Vacant	FULFORD	HOUSE
N	7/9/1998	$400,000	WD	176/119	Unqualified	Improved	FULFORD	HOUSE
N	7/9/1998	$100	WD	176/119	Unqualified	Vacant	FULFORD	HOUSE
N	12/15/1997	$1,550,000	WD	171/374	Unqualified	Vacant	AGCC	HOUSE D
N	3/31/1995	$150,000	WD	152/1006	Qualified	Improved	ATLANTIC GULF COMM CORP	GENE FULFORD
N	3/31/1995	$150,000	WD	152/1006	Unqualified	Vacant	ATLANTIC GULF	FULFORD

Current Valuation

	2022 Certified Values
Building Value	$218,522
Extra Features Value	$43,296
Land Value	$156,888
Land Agricultural Value	$129,288
Agricultural (Market) Value	$4,193,958
Just (Market) Value	$4,483,376
Assessed Value	$357,550
Exempt Value	$0
Taxable Value	$357,550
Maximum Save Our Homes Portability	$61,156

Sketches





	FSP	F SCRN PCH	120	2019
	BAS	BASE AREA	144	2003
	FOP	F OPN PRCH	204	2019
	BAS	BASE AREA	912	1993
	FOP	F OPN PRCH	36	2019
	BAS	BASE AREA	504	2019
	BAS	BASE AREA	40	2003

No data available for the following modules: Photos.

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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Last Data Upload: 5/12/2023, 2:29:50 AM

Version 3.1.8

Notice Of AD Valorem Taxes & Non-AD Valorem Assessments

Bill # R 313100 2022 **R A34-42-30-A00-0010-0000**

REAL ESTATE TAX/NOTICE RECEIPT FOR GLADES COUNTY

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	TAX AMOUNT
COUNTY	.00899670	$3,216.77
SCH-LRE	.00325800	$1,364.14
SCH-DISC	.00224800	$941.25
PLCDD	.00432500	$1,546.40
SOUTH FL WATER	.00019740	$70.58
SFW-EVERG CONST	.00003270	$11.69
LAW-ENF	.00300000	$1,072.65
TOTAL AD-VALOREM:		**$8,223.48**

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	TAX AMOUNT
Asmt - BARRON DRAINAGE	$3,805.52
TOTAL NON-AD VALOREM:	**$3,805.52**

COMBINED TAXES & ASMTS: **$12,029.00**

DISCOUNT: **$0.00**

UNPAID BALANCE: **$0.00**

Exemptions:

Property Address:
5121 STATE RD 80 MOORE HAVEN 33471

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

611.820 ACRES
S34 T42S R30E 611.82 AC M/L
ALL EXC OTHER OWNERS IN GOODNO
SUB BEING LOTS 312 313 425 426
+ EXC ACL VAC'D R/R R/W

FAIR MKT VALUE	$4,483,376.00	DIST	4
ASSESS	$357,550.00	EXEMPT VALUE	$0.00
TAXABLE VALUE	$357,550.00		

**** PAID ****

Last Payment: 12/05/2022 **Receipt Number:** 32263

Amount Collected: $11,547.84 **Discount Amount:** $0.00

Tax Roll Property Summary

Parcel	Roll Type	Year	Original Gross Tax	Original Assessments	Date Paid	Amount Paid	Total Unpaid
A344230A0000100000	R	2022	$8,223.48	$3,805.52	12/5/2022	$11,547.84	$0.00
A344230A0000100000	R	2021	$7,660.41	$3,205.94	12/1/2021	$10,431.70	$0.00
A344230A0000100000	R	2020	$7,447.51	$3,163.11	12/1/2020	$10,186.20	$0.00
A344230A0000100000	R	2019	$7,097.21	$3,187.58	12/26/2019	$9,873.40	$0.00
A344230A0000100000	R	2018	$6,630.80	$3,328.30	12/4/2018	$9,560.74	$0.00
A344230A0000100000	R	2017	$6,564.33	$3,591.38	12/4/2017	$9,749.48	$0.00
A344230A0000100000	R	2016	$6,206.16	$3,487.37	12/2/2016	$9,305.79	$0.00
A344230A0000100000	R	2015	$5,794.90	$3,218.17	12/3/2015	$8,652.55	$0.00
A344230A0000100000	R	2014	$5,802.70	$2,337.15	12/1/2014	$7,814.26	$0.00

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D&T Ventures
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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:

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

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

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, 2,985.50 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°20'48"W, 465.19 feet; thence S48°31'48"W, 269.60 feet; thence N88°41'56"W, along a non-radial line, 815.82 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°08'14"E, 129.94 feet; thence S86°47'40"E, 1,682.24 feet; thence N83°58'21"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, 1,871.21 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, 2,985.50 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 180 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 175.08 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 1680.95 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°59'08" 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 1978.86 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 Hornsmoe 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°18'56" E and is 430.72 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.

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, 38.26 feet to a non-tangent curve, concave Westerly, having a radius of 5,856.44 feet and a radial bearing of North 69°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 852.85 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, 180.00 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, 118.84 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, 2,339.19 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 FIGHT-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°48'16"E A DISTANCE OF 142 40 FEET TO THE POINT OF BEGINNING THENCE S89 48 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 FIGHT-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°48'16"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°48'16"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 FIGHT-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°48'16"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°48'16"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 FIGHT-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°48'16"E A DISTANCE OF 201 59 FEET, THENCE N00°10'44"E A DISTANCE OF 50 00 FEET TO THE POINT OF BEGINNING, THENCE N90°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°48'16"E A DISTANCE OF 201 59 FEET, THENCE N00°10'44"E A DISTANCE OF 50 00 FEET TO THE POINT OF BEGINNING, THENCE N90°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°48'16"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.E. 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]:

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

(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

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those permitted prior encumbrances, if any, set forth in the Permitted Prior Encumbrances Rider if said rider is attached to this Security Instrument. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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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

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

©PeirsonPatterson, LLP [redacted]

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.

©PeirsonPatterson, I.I.P. [redacted]

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 CENTRAL ANGLE OF 14°42'00"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1077.56 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 700.00 FEET, AND A CENTRAL ANGLE OF 108°43'24", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1328.31 FEET; THENCE N 61°34'35" W ALONG A NON-TANGENT LINE A DISTANCE OF 678.66 FEET; THENCE N36°59'26"W, A DISTANCE OF 1198.44 FEET; THENCE N69°44'35"W, A DISTANCE OF 1809.44 FEET; THENCE N78°06'17"W, A DISTANCE OF 2176.99 FEET; THENCE N00°05'44"E A DISTANCE OF 1016.04 FEET TO THE SOUTHWEST CORNER OF A SPOIL PARCEL; THENCE N89°09'00"E, A DISTANCE OF 2653.36 FEET; THENCE N00°05'44"E, A DISTANCE OF 1344.48 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43; THENCE S73°30'08"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43, A DISTANCE OF 4871.83 FEET; THENCE S86°27'59"E, A DISTANCE OF 799.99 FEET; THENCE S07°40'00"E, A

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

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]:

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

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

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

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

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

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

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

See Exhibit A attached hereto and made a part of.

which currently has the address of

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

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

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

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acquired and so used or enjoyed;

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

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

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

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

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

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

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

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

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

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

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 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

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:_____

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 CENTRAL ANGLE OF 14°42'00"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1077.56 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 700.00 FEET, AND A CENTRAL ANGLE OF 108°43'24", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1328.31 FEET; THENCE N 61°34'35" W ALONG A NON-TANGENT LINE A DISTANCE OF 678.66 FEET; THENCE N36°59'26"W, A DISTANCE OF 1198.44 FEET; THENCE N69°44'35"W, A DISTANCE OF 1809.44 FEET; THENCE N78°06'17"W, A DISTANCE OF 2176.99 FEET; THENCE N00°05'44"E A DISTANCE OF 1016.04 FEET TO THE SOUTHWEST CORNER OF A SPOIL PARCEL; THENCE N89°09'00"E, A DISTANCE OF 2653.36 FEET; THENCE N00°05'44"E, A DISTANCE OF 1344.48 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43; THENCE S73°30'08"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43, A DISTANCE OF 4871.83 FEET; THENCE S86°27'59"E, A DISTANCE OF 799.99 FEET; THENCE S07°40'00"E, A

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.

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.

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]

4

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

Signature Date February 23, 2021

Courtney Eelman, Chief Credit Officer

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 23 day of February, 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

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 CENTRAL ANGLE OF 14°42'00"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1077.56 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 700.00 FEET, AND A CENTRAL ANGLE OF 108°43'24", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1328.31 FEET; THENCE N 61°34'35" W ALONG A NON-TANGENT LINE A DISTANCE OF 678.66 FEET; THENCE N36°59'26"W, A DISTANCE OF 1198.44 FEET; THENCE N69°44'35"W, A DISTANCE OF 1809.44 FEET; THENCE N78°06'17"W, A DISTANCE OF 2176.99 FEET; THENCE N00°05'44"E A DISTANCE OF 1016.04 FEET TO THE SOUTHWEST CORNER OF A SPOIL PARCEL; THENCE N89°09'00"E, A DISTANCE OF 2653.36 FEET; THENCE N00°05'44"E, A DISTANCE OF 1344.48 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43; THENCE S73°30'08"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF CANAL 43, A DISTANCE OF 4871.83 FEET; THENCE S86°27'59"E, A DISTANCE OF 799.99 FEET; THENCE S07°40'00"E, A

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.

©PeirsonPatterson, LLP.

[Doc Id 9696 M10292018]

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Rec. 82.50

This instrument prepared by, and ~~after recording return~~ to:

Name: Joel K. Goldman, Esq.
Address: Greenberg, Traurig, Hoffman, Lipoff, Rosen & Quentel, P.A.
1221 Brickell Avenue
Miami, Florida 33131-3261

RETURN TO
PENINSULA STATE TITLE
18401 MURDOCK CIRCLE
PT. CHARLOTTE, FL 33948

CIRCUIT COURT CLERK GLADES COUNTY, FLORIDA

JERRY L. BECK
CLK. CIR. CT.
GLADES COUNTY, FL.
BY

'95 MAR 31 PM 1 51

FILED FOR RECORD

(Space reserved for Clerk of Court)

106114

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IRRIGATION, DRAINAGE AND CROSSING EASEMENT AGREEMENT

THIS IRRIGATION, DRAINAGE AND CROSSING EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the 27th day of March, 1995, by and between Atlantic Gulf Communities Corporation, a Delaware corporation authorized to transact business in Florida whose address is 9801 South Federal Highway, Port St. Lucie, Florida 34952 ("Grantor") and The Prudential Insurance Company of America, a New Jersey corporation whose address is 201 South Orange Avenue, Suite 790, Orlando, Florida 32801-3413 ("Grantee").

R E C I T A L S:

A. Grantor has of even date herewith conveyed to Grantee that certain parcel of real property located in Glades County, Florida, commonly known as "Basin 3" and more particularly described in **Exhibit "A-1"** attached hereto and incorporated herein by this reference thereto (the "Basin 3 Benefitted Parcel"), and Grantor, on December 30, 1994, conveyed to Grantee that certain parcel of real property located in Glades County, Florida, commonly known as "Basin 2" and "Basin 22" and more particularly described in **Exhibit "A-2"** attached hereto and incorporated herein by this reference thereto (the "Basin 2/22 Benefitted parcel"). The Basin 3 Benefitted Parcel and the Basin 2/22 Benefitted Parcel are collectively referred to as the "Benefitted Parcels";

B. Grantor has retained title to (i) a 72 foot wide parcel which runs through the Benefitted Parcels, as is described in **Exhibit "B"** attached hereto and incorporated herein by this reference thereto (the "72' Canal"); (ii) a 100' wide drainage canal known as Canal C-3A and more particularly described in **Exhibit "C"** attached hereto and incorporated herein by this reference thereto (the "C-3A Canal") and a drainage canal known as Drainage Canal C-2 more particularly described in **Exhibit "D"** attached hereto and incorporated herein ("Canal C-2" with the 72'

Canal and the C-3A Canal and the land covered thereby being herein referred to collectively as the "Canals").

C. Grantor intends on constructing a canal upon the area covered by the 72' Canal and improving the C-3A Canal in accordance with the Engineering Report, Amended Plan of Water Management for Barron Water Control District Hendry & Glades Counties, dated January 4, 1994, prepared by Johnson-Prewitt & Associates, Inc. (the "Plan") and pursuant to the terms of the Escrow Agreement (as hereinafter defined);

D. The Canals and Benefitted Parcels are both subject to the terms, provisions and restrictions of the Plan;

E. Grantee desires to obtain, and Grantor desires to grant and create, on the terms and conditions hereinafter set forth and in accordance with the Plan, an easement for irrigation and drainage as to the 72' Canal, Canal C-2 and C-3A Canal, each of said easements being in favor of and appurtenant to the Benefitted Parcels; and

F. Grantee desires to obtain, and Grantor desires to grant and create, on the terms and conditions hereinafter set forth and in accordance with the Plan, easements over and across those portions of the 72' Canal and the C-3A Canal more particularly described on **Exhibit "E"** attached hereto (the "Crossing Easement Areas"), each of said easements being in favor of and appurtenant to the Benefitted Parcels.

NOW, THEREFORE, in consideration of the premises, agreements and covenants set forth hereinafter, and for other good and valuable consideration,, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein as if repeated at length.

2. Grant of Drainage and Irrigation Easement. Grantor hereby grants to Grantee a non-exclusive irrigation and drainage easement in favor of Grantee, its successors, contractors, subcontractors, agents, invitees and assigns, for irrigation and drainage purposes over, under, upon, through and within Canal C-2, the C-3A Canal and the 72' Canal and for (i) the construction, repair, maintenance and replacement of the primary facilities and secondary facilities pertaining thereto, (ii) irrigation and drainage of and to the Benefitted Parcels and (iii) the use of all water control facilities, equipment and other facilities used or useful in connection therewith or needed for the irrigation and drainage of the Benefitted Parcels, all pursuant to and subject to the terms and provisions of the Plan (collectively, the "Drainage and Irrigation Easement").

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3. Grant of Crossing Easements. Grantor hereby grants to Grantee a non-exclusive easement (the "Crossing Easement") in favor of Grantee, its successors, contractors, subcontractors, agents, invitees and assigns over and across the Crossing Easement Areas for (i) pedestrian and vehicular ingress and egress to and from the Benefitted Parcels and (ii) the construction, use and maintenance of culverts and/or bridges over and across the Crossing Easement Areas (the "Permitted Crossing Improvements"), such Permitted Crossing Improvements to be designed, constructed, utilized and maintained strictly in accordance with the Plan. Grantee shall have the right, at Grantee's sole expense, to relocate the Crossing Easement and/or to obtain additional Crossing Easement Areas from time to time as necessary for pedestrian and vehicular ingress and egress to and from the Benefitted Parcels, subject to the following: (i) Grantee obtaining Grantor's prior written approval, such approval not to be unreasonably withheld; and (ii) Grantee obtaining all necessary governmental approvals and otherwise complying with the terms and provisions of paragraph 9 below.

4. Term of the Easements/Appurtenant to the Benefitted Parcels. The Drainage and Irrigation Easement, the Crossing Easement, Grantee's Temporary Easement (as hereinafter defined) and Grantor's Temporary Easement (as hereinafter defined) (collectively, the "Easements") shall commence on the date hereof and shall be for a perpetual term (except Grantee's Temporary Easement and Grantor's Temporary Easement shall be for such temporary periods as are provided for herein throughout the term of the Easements), unless terminated in the manner provided in Sections 5 and 14 hereof. Except for Grantor's Temporary Easement (which is appurtenant to the Canals), the Easements are appurtenant to the Benefitted Parcels.

5. Conveyance to Barron Water Control District. Grantor, under the Escrow Agreement, dated December 30, 1994, between Grantor, Grantee and Peninsula State Title, as amended on even date herewith (the "Escrow Agreement") is obligated to construct or provide for the construction of certain of the primary facilities for consumption and drainage contemplated by the Plan for the benefit of (i) the Basin 2/22 Benefitted Parcel by March 15, 1995, subject to force majeure, but, in any event, no later than May 15, 1995, and (ii) the Basin 3 Benefitted Parcel by May 15, 1995, subject to force majeure, but, in any event, no later than June 30, 1995. Within a reasonable time after completion of the construction of such primary facilities to be constructed under the Escrow Agreement and the approval of such constructed facilities by the BWCD (as hereinafter defined) engineer (whether constructed by Grantor, BWCD or by Grantee upon Grantor's default in its obligation to construct such facilities as set forth in the Escrow Agreement), Grantor agrees to convey to the Barron Water Control District ("BWCD") the unencumbered fee simple title to the approved portion of the Canals and to all irrigation and drainage facilities related thereto (except Canal C-2 will not be conveyed to BWCD

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until such time as all of the primary facilities to be constructed under the Plan have been completed and approved by BWCD). Grantee agrees that upon Grantor's conveyance of said Canals and facilities (or the completed portions thereof) to BWCD, Grantee will execute and record an instrument terminating this Agreement (or partially terminating this Agreement as to the portions of the Canals and facilities transferred to BWCD) provided BWCD is obligated to maintain said Canals (or portions thereof transferred to BWCD) and all irrigation and drainage facilities related thereto (except for any secondary facilities constructed by Grantee, which shall be maintained by Grantee) and provided either: (i) BWCD grants to Grantee the rights and benefits as to the Canals and Crossing Easement Areas on terms and conditions not materially different from those set forth herein; or (ii) BWCD acknowledges in writing that Grantee under the Plan retains the rights and benefits as to the Canals and Crossing Easement Areas not materially different from those set forth herein.

6. Maintenance. Until such time as the Canals and primary facilities constructed thereon have been conveyed to BWCD and BWCD has accepted the maintenance responsibilities for same and except for any maintenance obligations previously assumed by BWCD, the owner of Basin 3 shall at all times maintain the easement areas and/or facilities hereunder (including any and all improvements which may be constructed thereon from time to time) in good condition and in a safe, clean, orderly and reasonably attractive manner and in such a way so that such easement areas and facilities will remain in a condition enabling such easement areas and facilities to properly function for their intended uses and purposes hereunder. In the event that the owner of Basin 3 fails to maintain the easement areas and facilities in the condition described in this Section 6, then the fee owners from time to time of the Canals and/or the owner of the Basin 2/22 Benefitted Parcel (the "Curing Party") may give notice of default to such defaulting party (the "Defaulting Party"), and the Defaulting Party shall have thirty (30) days following the date of receipt of such notice to restore the easement areas and facilities to the required condition, or in the event the restoration cannot be completed within such thirty (30) day period, to commence restoration and diligently pursue same to completion. In the event that the Defaulting Party fails to restore or commence restoration and diligently pursue same within such thirty (30) day period, then the Curing Party may restore the easement areas to their required condition and thereafter, the Defaulting Party shall pay the Curing Party for the reasonable costs of such restoration within thirty (30) days following receipt by the Defaulting Party of a reasonably documented invoice for same. The Drainage and Irrigation Easement shall be maintained so as to accommodate a maximum monthly withdrawal for the irrigation of the Benefitted Parcels of at least 155.02 million gallons (as to Basin 3), 95.77 million gallons (as to Basin 2) and 55.51 million gallons (as to Basin 22) ("Minimum Withdrawal Requirement") and to accommodate all drainage from the

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Benefitted Parcels as contemplated under the Plan which permits an allowable drainage of 126.1 cfs and designed drainage of 38.14 cfs (as to Basin 3), an allowable drainage of 38.2 cfs and designed drainage of 24.49 cfs (as to Basin 2) and allowable drainage of 24.4 cfs and designed drainage of 17.4 cfs (as to Basin 22) ("Minimum Drainage Requirement"), and Grantor agrees that it will not utilize or grant rights to others to utilize the Canals in any manner which will impair the Minimum Withdrawal Requirement and Minimum Drainage Requirement of the Benefitted Parcels.

7. Temporary Construction, Maintenance, and Access Easement.

(a) Grantor hereby grants to Grantee a nonexclusive temporary construction, maintenance, and access easement ("Grantee's Temporary Easement") in favor of Grantee, its successors, contractors, subcontractors, agents, invitees and assigns over and upon so much of Grantor's land contiguous to the Canals as shall be reasonably necessary for Grantee's exercise of its right to construct, repair, maintain or replace any facility subject to the easements herein from time to time, but only during such times as shall be reasonably necessary to the exercise of such rights and only to the extent that it is not commercially feasible to exercise such rights solely within the easement areas provided herein ("Grantee's Temporary Easement Areas"). Grantee shall provide Grantor with a minimum of five (5) business days prior written notice before utilizing Grantee's Temporary Easement. Furthermore, Grantee shall not unreasonably disrupt Grantor's activity upon Grantee's Temporary Easement Areas nor cause any damage or alteration to such temporary easement areas and shall, at Grantee's expense, promptly repair any such damage or alteration so as to leave said areas in the condition they were in before Grantee's activities in such areas.

(b) Grantee hereby grants to Grantor a nonexclusive temporary construction, maintenance, and access easement ("Grantor's Temporary Easement") in favor of Grantor, its successors, contractors, subcontractors, agents, invitees and assigns over and upon so much of Grantee's land contiguous to the Canals as shall be reasonably necessary for Grantor to complete its construction obligations under the Plan and Escrow Agreement from time to time, but only during such times as shall be reasonably necessary to the exercise of such rights and only to the extent that it is not commercially feasible to exercise such rights solely within the Canals and contiguous property owned by Grantor ("Grantor's Temporary Easement Areas"). Grantor shall provide Grantee with a minimum of five (5) business days prior written notice before utilizing Grantor's Temporary Easement. Furthermore, Grantor shall not unreasonably disrupt Grantee's activity upon Grantor's Temporary Easement Areas nor cause any damage or alteration to such temporary easement areas and shall, at Grantor's expense, promptly repair any such damage or alteration so as to leave said areas in

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the condition they were in before Grantor's activities in such areas.

8. Obligations Under the Appurtenant Drainage Easement and the Plan. Grantor acknowledges that the Warranty Deed from Grantor to Grantee of the Basin 2/22 Benefitted Parcel dated November 30, 1994 and the Warranty Deed from Grantor to Grantee of the Basin 3 Benefitted Parcel on even date herewith conveys to Grantee the Benefitted Parcels and Grantor's rights with respect to the Benefitted Parcels under an appurtenant Drainage Easement between W. B. Barron and Lois H. Barron, husband and wife; Ella Hendry; Joe A. Hilliard and Wilmuth Y. Hilliard, husband and wife; and Alico Land Development Company for the benefit of the Port LaBelle Community Development District and Barron Water Control District as recorded in O.R. Book 26, Page 492, as modified in that certain Clarification and Modification of Drainage Easement recorded in O.R. Book 52, Page 877, amended in O.R. Book 52, Page 897, Public Records of Glades County, Florida (collectively the "Appurtenant Drainage Easement"). Grantor covenants that it will timely and properly discharge all of Grantor's obligations under the Escrow Agreement and all of Grantor's obligations under the Appurtenant Drainage Easement and the Plan which relate to the land Grantor now owns exclusive of the Benefitted Parcels and Grantee covenants that it will timely and properly discharge all its obligations under the Appurtenant Drainage Easement and the Plan which relate to the Benefitted Parcels except the work required of Grantor under the Escrow Agreement which remains Grantor's obligation thereunder. Notwithstanding the foregoing, Assignee agrees that Assignee shall not seek to enforce Assignor's compliance with Assignor's obligations under the Appurtenant Drainage Easement if such non-compliance does not adversely affect Assignee's rights and benefits under the Appurtenant Drainage Easement necessary for Assignee to develop and conduct its citrus operation on the Property.

9. Compliance With Laws, Permits and Approvals. Grantor, as to the Canals, Grantor's Temporary Easement Areas and its obligations and activities pertaining thereto, and Grantee, as to Grantee's exercise of its rights and performance of its obligations hereunder shall, at all times, observe all applicable municipal, county, state and federal laws, ordinances, codes, statutes, rules and regulations, including, without limitation, the terms and provisions of the Plan and all governmental and water or drainage district permits and approvals needed for the parties hereto to fully exercise the rights and benefits hereunder and to discharge their obligations hereunder (including keeping such permits and approvals in good standing and in full force and effect). Grantee acknowledges and agrees that Grantee shall obtain all necessary governmental and other approvals required to construct the Permitted Crossing Improvements and any other improvements permitted hereunder, and Grantee further acknowledges and agrees to construct the Permitted Crossing Improvements and any other

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improvements permitted hereunder strictly in accordance with such approvals.

10. Mechanics' Liens. Grantor, as to the Canals, Grantor's Temporary Easement Areas and its obligations and activities pertaining thereto, and Grantee, as to Grantee's exercise of its rights and performance of its obligations hereunder shall keep the Canals, Benefitted Parcels, Crossover Easement Areas and Grantee's Temporary Easement Areas (and all portions thereof), at all times free of mechanics' liens and any other liens for labor, services, supplies, equipment or materials purchased or procured, directly or indirectly, by or for such party (the "Responsible Party") (or any entity related or affiliated with the Responsible Party). The Responsible Party agrees that it will promptly pay and satisfy all liens of contractors, subcontractors, mechanics, laborers, materialmen and others of like character, and will indemnify the other party against all liabilities, expenses, costs and charges, including, without limitation, bond payments for release of liens and attorneys, fees and costs reasonably incurred in and about the defense of any suit in discharging said areas (or any portion thereof) from any liens, judgments or encumbrances, caused or suffered by or through the Responsible Party. In the event any such liens shall be made or filed, the Responsible Party shall bond against or discharge same within thirty (30) days after receiving written notice of the filing of same. The Responsible Party shall not have any authority to create any liens for labor or material on land not owned by the Responsible Party and all persons contracting with the Responsible Party for the performance of any services, supply of any materials or provision of any labor for any work done in, on or around any such land not owned by the Responsible Party, and all materialmen, contractors, suppliers, mechanics and laborers are hereby charged with notice that they must look solely to the Responsible Party to secure payment for work done or material furnished at the request or instruction of the Responsible Party.

11. Indemnification; Insurance. Grantor, as to Grantor's exercise of its rights and performance of its obligations hereunder, and Grantee, as to Grantee's exercise of its rights and performance of its obligations hereunder, shall be an "Indemnifying Party" with the other party being the "Indemnified Party". The Indemnifying Party hereby agrees to indemnify, defend and hold harmless the Indemnified Party (and any entity controlled by or under common control with the Indemnified Party, directly or indirectly, and all of their respective officers, directors, shareholders, employees, successors and assigns) from and against any and all liabilities, damages, claims, costs or expenses whatsoever (including all reasonable attorneys' fees and costs whether suit be brought or any appeals be taken therefrom) arising from, growing out of or connected in any way with the exercise of the rights and benefits of the Indemnifying Party hereunder and the discharge of the obligations of the Indemnifying Party hereunder. Each Indemnifying Party shall also maintain, at such Indemnifying

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Party's sole expense, throughout the term of this Agreement, (i) comprehensive general liability and automobile insurance, with combined single limits of not less than $5,000,000.00, and (ii) to the extent insurable under such coverage, broad form casualty insurance in the amount of 100% of the replacement value of such of the improvements as are actually constructed in or over the Canals, under which policies the parties hereto (and their successors and assigns), and any holder of a mortgage on the easement areas making a written request to the parties hereto to be so named, shall be additional named insureds and be entitled to thirty (30) days written notice of any cancellation or modification of said policies. The insurance policies shall provide that they are primary in coverage, regardless of whether or not the Indemnified Party has other collectible insurance. A certificate or duplicate policy(ies) showing such policy(ies) in force shall be delivered to each Indemnified Party and updated or renewed certificates or policies shall be delivered to the Indemnified Party throughout the term of this Agreement.

12. Miscellaneous.

(a) Enforcement. The provisions of this Agreement may be enforced by all appropriate actions at law and in equity by the respective fee owners from time to time of the Benefitted Parcels and the Canals, with the prevailing party in any such action entitled to reimbursement of reasonable attorneys' fees and costs incurred at trial and all appellate levels.

(b) Counterparts. This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument.

(c) Construction. The section headings contained in this Agreement are for reference purposes only and shall not effect the meaning or interpretation hereof. All of the parties to this Agreement have participated fully in the negotiation of this Agreement and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

(d) Notices. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows (or to such other address as either party shall hereafter specify to the other in writing):

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If to Grantor:

Atlantic Gulf Communities Corporation
9801 South Federal Highway
Port St. Lucie, Florida 34952
Attn: Mr. Ralph Cain, III, Vice President

With copy to:

Atlantic Gulf Communities Corporation
2601 South Bayshore Drive
Miami, Florida 33133
Attn: Marcia H. Langley, Esq.

If to Grantee:

The Prudential Insurance Company of America
c/o The Prudential Realty Group
201 South Orange Avenue, Suite 790
Orlando, Florida 32801-3413
Attn: Charles E. Allison, Vice President

With copy to:

The Prudential Realty Group
One Ravinia Drive, Suite 1400
Atlanta, Georgia 30046
Attn: Regional Counsel

(e) Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed in full force and effect.

(f) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the fee owners from time to time of the Canals, the fee owners from time to time of the Benefitted Parcels, the parties hereto and their respective successors and assigns.

(g) Title and Mortgages. Grantor represents and warrants to Grantee that Grantor has fee simple title to the Canals subject to no liens and encumbrances other than those held by any person or entity executing a joinder and consent to this Agreement and recording such joinder and consent in the Public Records of Glades County, Florida, within a reasonable time following the recording of this Agreement.

13. Reservation. Subject to the Minimum Withdrawal Requirement and Minimum Drainage Requirement set forth in Section

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6 hereof, Grantor hereby reserves all rights of ownership in and to the easement areas which are not inconsistent with the easements created herein, including, without limitation, the right to grant further easements on, over and/or across the easement areas (i.e. utility and/or access easements) and the right to use said easement areas for all uses not interfering or inconsistent with the uses permitted herein.

14. Amendments; Termination. Subject to the other provisions hereof, this Agreement may not be amended, modified or terminated except by written agreement of all of the then fee owners of the Canals and the Benefitted Parcels, and the holders of any mortgages of record encumbering same. Further, no modification or amendment shall be effective unless in writing and recorded in the Public Records of Glades County, Florida.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereto.

16. Exhibits. The following Exhibits to this Agreement are incorporated herein by this reference thereto:

Exhibit "A-1"	Legal Description of the Basin 3 Benefitted Parcel
Exhibit "A-2"	Legal Description of the Basin 2/22 Benefitted Parcel
Exhibit "B"	Legal Description of the 72' Canal
Exhibit "C"	Legal Description of the C-3A Canal
Exhibit "D"	Legal Description of Canal C-2
Exhibit "E"	Legal Description of the Crossing Easements Areas

EXECUTED as of the date and year first above written.

Signed, sealed and delivered in the presence of the following two witnesses:

Joel Hyman
(Signed name of witness one)

Joel Goldman
(Printed name of witness one)

Hannah Wilson
(Signed name of witness two)

Hannah Wilson
(Printed name of witness two)

ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation

By:
Title: Marcia H. Lansky, Vice President

[Corporate Seal]

Signed, sealed and delivered in the presence of the following two witnesses:

(Signed name of witness one)

Peter A Savill
(Printed name of witness one)

Jane P. Bailey
(Signed name of witness two)

Jane P. Bailey
(Printed name of witness two)

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation

By: Charles E. Allen
Title: Vice President

[Corporate Seal]

STATE OF FLORIDA)
)
COUNTY OF Dade)

Before me a Notary Public in and for said County and State, personally appeared MARCIA H. LANGLEY, the Vice President of ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation, and acknowledged that he/she executed the foregoing instrument on behalf of said corporation. Said person or persons did not take an oath and are personally known to me or have produced one of the following items of identification which is current or has been issued within the past five (5) years and bears a serial or other identifying number: a driver's license issued by a State of the United States.

23rd IN WITNESS WHEREOF, I have affixed my notarial seal this day of March, 1995.

Hannah L. Wilson
Signature of Notary Public

Hannah L. Wilson
Print Name of Notary Public

My commission expires:

[Notary Seal]

NOTARY PUBLIC STATE OF FLORIDA OFFICIAL NOTARY SEAL HANNAH L WILSON COMMISSION NUMBER CC174107 MY COMMISSION EXP. FEB. 5,1998

O.R. 1572 PAGE 1866

STATE OF FLORIDA)
) S.S.
COUNTY OF Orange)

Before me a Notary Public in and for said County and State, personally appeared Charles E. Allison, the Vice President of The Prudential Insurance Company of America and acknowledged that he/she executed the foregoing instrument on behalf of said Corporation. Said person or persons did not take an oath and are personally known to me or have produced one of the following items of identification which is current or has been issued within the past five (5) years and bears a serial or other identifying number: a driver's license issued by a State of the United States.

IN WITNESS WHEREOF, I have affixed my notarial seal this 22d day of March, 1995.

Jane P. Bailey
Signature of Notary Public

Jane P. Bailey
Print Name of Notary Public

My commission expires:

[Notary Seal]

OFFICIAL NOTARY SEAL
JANE P BAILEY
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC357166
MY COMMISSION EXP. APR. 23,1998

O.R. 152 PAGE 0867

EXHIBIT "A-1"

LEGAL DESCRIPTION
(Basin 3)

A parcel of land lying within Sections 25, 26, 35, and 36, Township 42 South, Range 30 East, Glades County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 25; thence run S89°36'11"E, along the South line of said Section 25, 51.37 feet to the Westerly right-of-way line of Canal C-3A and the Point of Beginning of the following described property; thence S00°20'01"E, along said Westerly right-of-way line, 1,560.41 feet; thence S00°05'36"E, 962.33 feet to the Northerly right-of-way line of a 72-foot Wide Irrigation Canal; thence N89°48'43"W, along said Northerly right-of-way line, 5,258.04 feet to the Easterly right-of-way line of Canal C-2; thence N00°06'55"E, along said Easterly right-of-way line, 3,700.98 feet; thence N04°05'21"W, 455.46 feet to the Southerly right-of-way line of the Caloosahatchee River (C-43); thence N85°47'41"E, along said Southerly right-of-way line, 968.71 feet; thence N04°30'04"W, 291.43 feet; thence N45°52'00"E, 413.63 feet; thence S44°08'00"E, 50.00 feet; thence N45°52'00"E, 100.00 feet; thence N44°08'00"W, 50.00 feet; thence N45°52'00"E, 518.97 feet to a point on a non-tangent curve concave Southerly, having a radius of 1,290.00 feet; thence from a radial bearing of S44°08'37"E, run Easterly along the arc of said curve 893.10 feet through a central angle of 39°40'02" to a point; thence N04°36'23"W, along a non-radial line, 9.99 feet; thence N85°31'28"E, 2,779.51 feet; thence S04°51'50"E, 13.37 feet to the Westerly right-of-way line of Canal C-3A; thence S00°19'32"E, along said Westerly right-of-way line, 2,371.39 feet; thence S00°20'01"E, 932.98 feet to the Point of Beginning.

Together With:

Commence at the Northwest corner of said Section 36; thence run S89°36'11"E, along the North line of said Section 36, 51.37 feet to the Westerly right-of-way line of Canal C-3A; thence run S00°20'01"E, along said Westerly right-of-way line, 1,560.41 feet; thence run S00°05'37"E, 1,034.33 feet to the Southerly right-of-way line of a 72-Foot Wide Irrigation Canal and the Point of Beginning of the following described property; thence S89°48'43"E, along said Southerly right-of-way line, 50.01 feet; thence S00°05'36"E, 2,700.17 feet to the Northerly right-of-way line of State Road No. 80; thence N89°49'09"W, along said Northerly right-of-way line, 3,104.07 feet; thence N89°47'54"W, 2,161.45 feet to the Easterly right-of-way line of Canal C-2; thence N07°45'02"W, along said Easterly right-of-way line, 384.51 feet; thence N00°06'55"E, 2,319.18 feet to the Southerly right-of-way line of a 72-foot Wide Irrigation Canal; thence 89°48'43"E, along said Southerly right-of-way line, 5,258.30 feet to the Point of Beginning.

O.R. 462 PAGE 868

EXHIBIT "A-2"

DESCRIPTION - BASIN 2

A parcel of land lying in Sections 25 & 36, Township 42 South, Range 30 East, Glades County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 25; thence run S89°36'11"E, along the south line of said Section 25, 151.39 feet to the Point of Beginning of the following described parcel; thence N0°20'01"W, along the East right-of-way line of Canal C-3A (a 100 foot wide R/W), 934.25 feet; thence continue along said right-of-way line N0°19'34"W, 2392.04 feet to the Southerly right-of-way line of the Caloosahatchee River (C-43) as now exists; thence Easterly along the said Southerly right-of-way line the following courses and distances, N85°31'28"E, 2025.05 feet; thence S76°48'09"E, 164.79 feet; thence S22°26'58"E, 230.12 feet; thence N67°33'02"E, 60.56 feet to the Westerly right-of-way line of Canal C-3; thence S20°48'35"E, 1372.38 feet; thence S19°21'09"E, 467.59 feet; thence S16°11'54"E, 868.51 feet; thence S44°36'41"E, 456.73 feet; thence S12°04'28"W, 316.13 feet; thence S19°52'11"E, 105.98 feet; thence S54°35'36"E, 489.79 feet; thence S27°36'23"E, 299.99 feet; thence S47°26'27"E, 552.24 feet; thence S67°35'52"E, 344.17 feet; thence S40°56'07"E, 271.28 feet; thence S18°08'20"E, 388.92 feet; thence S1°03'59"W, 891.62 feet to the Northerly right-of-way line of a 72 foot wide irrigation canal; thence N89°37'35"W, along said Northerly right-of-way line, 5014.43 feet to the Easterly right-of-way of Canal C-3A (a 100 foot wide R/W); thence N0°05'36"W, along said East right-of-way line, 963.17 feet; thence N0°20'01"W, 1559.34 feet to the Point of Beginning.

DESCRIPTION - BASIN 22

A parcel of land lying in Section 36, Township 42 South, Range 30 East, Glades County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 36; thence run N0°01'00"W, along the west line of said Section 36, 63.15 feet to the North right-of-way line of State Road No. 80; thence run S89°49'08"E, along said right-of-way line 115.02 feet to the Point of Beginning of the following described parcel; thence N0°05'36"W, 2700.17 feet; thence S89°37'35"E, along the South right-of-way line of a 72 foot wide irrigation canal, 5063.51 feet; thence S0°00'40"W, along the Westerly right-of-way of Canal C-3, 1351.30 feet; thence S0°41'31"W, 715.12 feet; thence S1°34'30"E, 588.63 feet; thence S43°42'00"E, 62.98 feet; thence N89°44'39"W, along the North right-of-way line of State Road 80, 13.79 feet; thence N89°36'40"W, 1300.08 feet; thence N89°38'59"W, 700.00 feet; thence N89°36'39"W, 2809.91 feet; thence N89°49'09"W, 286.12 feet to the Point of Beginning.

O.R. 152 PAGE 869

EXHIBIT "B"

DESCRIPTION-72 FOOT WIDE IRRIGATION CANAL
(Basin 3)

A Parcel of land lying within Sections 36 and 35, Township 42 South, Range 30 East, Glades County, Florida, being more particularly described as follows:

Commence at the Northwest Corner of said Section 36; thence run S87°36'11"E, along the North line of said Section 36, 151.39 feet; thence S0°20 '"E, 1559.34 feet; thence S0°05'36"E, 963.17 feet to the Point of Beginning of the herein described Parcel; thence S89°37'35"E, 5014.43 feet; thence S0°38'43"W, along the West line of Canal C-3, 72.00 feet; thence N89°37'35"W, 5063.51 feet; thence N89°48'43"W, 5308.31 feet; thence N0°06'55"E, along the East line of Canal C-2, 72.00 feet; thence S89°48'43"E, 5309.55 feet; thence S89°37'35"E, 48.50 feet to the Point of Beginning.

ORLANDO 83170.1 - CEJ

O.R. 162 PAGE 870

EXHIBIT "C"

DESCRIPTION - CANAL C-3A

A parcel of land lying within Sections 25 and 36, Township 42 South, Range 30 East, Glades County, Florida, being more particularly described as follows:

From the southwest corner of said Section 25, run S89°36'11" E, along the south line of said Section 25, 51.37 feet to the Point of Beginning; thence N0°20'01" W, 932.98 feet; thence N0°19'34" W, 2371.39 feet to the southerly right-of-way of the Caloosahatchee River, (C-43); thence S4°51'50" E, along said right-of-way, 45.18 feet; thence N85°31'28" E, 80.00 feet; thence N4°51'50" W, 58.56 feet; thence N85°31'28" E, 21.32 feet; thence leaving said right-of-way, S0°19'34" E, 2392.04 feet; thence S0°20'01" E, 2493.59 feet; thence S0°05'36" E, 963.20 feet to the north line of a 72' Wide Irrigation Canal; thence N 89°37'35" W, along said north line, 48.50 feet; thence N 89°48'43" W, 51.52 feet; thence leaving said north line, N 0°05'37" W, 962.33 feet; thence N0°20'01" W, 1560.41 feet to the Point of Beginning.

Containing 13.31 acres, more or less.

O.R. 152 PAGE 871

EXHIBIT "D"

DESCRIPTION - CANAL C-2

A 200-foot wide parcel of land lying within Sections 26, 27, 34, and 35, Township 42 South, Range 30 East, Glades County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 35; thence N00°12'10"E, along the West line of said Section 35, 31.44 feet to the Northerly right-of-way line of State Road No. 80 and the Point of Beginning of the herein-described parcel; thence N89°47'54"W, along said Northerly right-of-way line, 24.37 feet; thence N07°45'02"W, 387.49 feet; thence N00°06'55"E, 6,098.58 feet; thence N04°05'21"W, 357.27 feet to the Southerly right-of-way line of the Caloosahatchee River (C-43); thence S50°00'01"E, along said Southerly right-of-way line, 20.89 feet; thence N39°56'12"E, 146.32 feet; thence N85°47'41"E, 83.32 feet; thence S04°05'21"E, 455.46 feet; thence S00°06'55"W, 6,092.16 feet; thence S07°45'02"E, 384.51 feet to the Northerly right-of-way line of State Road No. 80; thence N89°47'54"W, along said Northerly right-of-way line, 175.20 feet; thence S00°12'10"W, 17.00 feet to the Point of Beginning.

ORLANDO 83171.1 - CEJ

O.R. 152 PAGE 872

EXHIBIT "B"

Parcel 2 (Crossing Easement C2-2)

A 32 foot wide easement crossing a 100 foot wide irrigation canal (Canal C-3A), 500 feet North of the Southwest corner of Basin 2, being further described as follows:

From the Northwest corner of Section 36, Township 42 South, Range 30 East, Glades County, Florida, run South 89°36"11" East, along the North line of said Section 36, 151.39 feet; thence South 00°20'01" East, 1,559.34 feet; thence South 00°05'36", East, 447.00 feet to the Point of Beginning of the herein described easement; thence continue South 00°05'36" East, 32.00 feet; thence South 89°54'24" West, 100.00 feet, thence North 00°05'36" West, 32.00 feet; thence North 89°54'24" East, 100.00 feet to the Point of Beginning.

Parcel 3 (Crossing Easement UD3-1)

An 88 foot wide easement crossing a 72 foot wide irrigation canal situated 2,700 feet North of State Road 80 being further described as follows:

From the Northwest corner of Section 36, Township 42 South, Range 30 East, Glades County, Florida, run South 89°36'11" East, along the North line of said Section 36, 51.37 feet; thence South 00°20'01", East, 1,560.41 feet; thence South 00°05'36" East, 962.33 feet to the North line of a 72 foot wide irrigation canal; thence North 89°48'43", West, 2,350.00 feet to the Point of Beginning of the herein described easement; thence South 0°11'17", West, 72.00 feet; thence North 89°48'43" West, 88.00 feet; thence North 0°11'17" East, 72.00 feet; thence South 89°48'43" East, 88.00 feet to the Point of Beginning.

Parcel 4 (Crossing Easement UD4-1)

A 250 foot wide easement crossing a 72 foot wide irrigation canal situated 2,700 feet North of State Road 80 being further described as follows:

From the Northwest corner of Section 36, Township 42 South, Range 30 East, Glades County, Florida, run South 89°36'11", East, along the North line of said Section 36, 51.37 feet; thence South 00°20'01" East, 1,560.41 feet; thence South 00°05'36" East, 962.33 feet to the North line of a 72 foot wide irrigation canal; thence North 89°48'43" West, 4,975.00 feet to the Point of Beginning of the herein described easement; thence South 0°11'17" West, 72.00 feet; thence North 89°48'43" West, 250.00 feet; thence North 0°11'17" East, 72.00 feet; thence South 89°48'43" East, 250.00 feet to the Point of Beginning.

O.R. 152 PAGE 1873

OFF REC 0533 PAGE 1354

This instrument prepared by or under the supervision of:

Name: Steven M. Hellman, 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)

CLERK CIRCUIT COURT BY: M. Kelly D.C.

96 FEB 29 P2:49

OFF REC HEN... CTY, 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.

RECORDED FOR RECORD APR 2 PM 4:01 JERRY L. BECK CLK. CIR. CT. GLADES COUNTY, FL

IN WITNESS WHEREOF, Grantor has hereunto set its seal as of the 29th day of February, 1996.

CIRCUIT COURT CLERK GLADES COUNTY, FLORIDA

Witnessed by:

GRANTOR:

ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation

Norman A. Warrington
Print Name: NORMAN S. WARRINGTON

By: [signature]
Name: Charles E. Fancher, Jr.
Title: Vice President

Steven M. Hellman
Print Name: Steven M. Hellman

[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. PAGE 373

Rec # 10.00
Doc .70

Return To:
PENINSULA STATE TITLE
18401 MURDOCK CIRCLE
PORT CHARLOTTE, FL 33948

RIGHT-OF-WAY EASEMENT

FILED FOR REC

113947

THE GRANTOR, ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation authorized to do business in the State of Florida, in consideration of the sum of $1.00 or other good and valuable considerations received from the Grantee, GLADES ELECTRIC COOPERATIVE, INC., a corporation existing under the laws of the State of Florida, its successors and assigns, does hereby on this 1st day of Dec., 1977 grant and convey to the Grantee an easement, license and privilege of ingress and egress upon and/or under, and to place, construct, operate, repair, maintain, relocate and replace thereon, and/or thereunder and to retain ownership thereof, an electric transmission or distribution line or system and all associated appurtenances in connection with aboveground and/or underground facilities and the Grantee shall at all times have the right to keep the easement clear of all structures, obstructions, trees, shrubbery, undergrowth and roots or objects that might endanger said electric power line assembly on or under the real property in Glades County, Florida described as:

Documentary Tax Paid $ .70

Intangible Tax Paid $

JOE FLINT, CLERK OF THE CIRCUIT COURT GLADES CO.
By Deputy Clerk

A 20 foot wide easement lying within Sections 27, 33, and 34, Township 42 South, Range 30 East, Glades County, Florida, for the construction, maintenance and repair of an electric power line, the easterly line of which is described as follows:

From the southwest corner of said Section 33, run N00°06'51"E, along the west line of said Section 33, 58.34 feet to the Point of Beginning of a 20 foot wide Power Line Easement lying 10 feet on each side of the following described centerline; thence S89°45'48"E, 2734.16 feet; thence N00°02'32"E, 598.53 feet; thence return S00°02'32"W, 598.53 feet; thence S89°45'48"E, 264.40 feet; thence N00°12'55"E, 9.93 feet; thence S89°45'48"E, 301.62 feet; thence N84°56'03"E, 186.44 feet; thence N89°18'23"E, 452.44 feet; thence S83°28'34"E, 314.59 feet; thence S89°46'14"E, 1110.67 feet; thence S89°46'43"E, 1390.07 feet; thence S89°47'54"E, 1293.49 feet; thence return N89°47'54"W, 313.64 feet; thence N10°50'36"E, 199.70 feet; thence N22°02'26"E, 249.07 feet, thence N34°06'32"E, 344.05 feet; thence N29°09'01"E, 308.59 feet; thence N21°56'12"E, 306.85 feet; thence N15°52'07"E, 308.43 feet; thence N11°41'34"E, 300.31 feet; thence N06°06'05"E, 375.31 feet; thence N02°39'49"E, 314.95 feet; thence N01°30'43"W, 275.96 feet; thence N04°04'22"W, 278.77 feet; thence N06°39'23"W, 276.64 feet; thence N08°11'50"W, 2958.62 feet; thence N84°49'29"E, 1073.91 feet; thence N07°41'36"E, 434.00 feet to the Point of Terminus.

In granting the above, it is understood that Grantee will locate all power line assemblies in a location on or under the above property which will cause the least trouble and interference in the use of the property, if in doing so it will not materially increase the cost of construction and maintenance, and Grantor covenants that it is the owner of the fee simple title of the above described land and will defend the title thereto against all persons claiming through, by, or under the Grantor.

Signed, sealed and delivered
Christine Raymond

ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation
By: _____
Jay C. Fertig, Senior Vice President
ATTEST: _____
Joel K. Goldman, Secretary
(Corp. Seal)

171 0272

STATE Florida
COUNTY OF Dade

I CERTIFY that on this 9th day of December, 1997, an officer duly authorized by the State and County aforesaid to take acknowledgments; personally appeared Jay C. Fertig, Senior Vice President and Joel K. Goldman, Secretary of Atlantic Gulf Communities Corporation, a Delaware corporation, well known to me to be the Senior Vice President and Secretary of Atlantic Gulf Communities Corporation, a Delaware corporation, and they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of December, 1997.

Jane A. Caines

Printed Name: JANE A. CAINES
Notary Public
My commission expires:

OFFICIAL NOTARY SEAL
JANE A CAINES
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC421181
MY COMMISSION EXP. NOV. 16,1998

OFF 171 PG 0273

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 149587
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 Land of KEROGEN FLORIDA ENERGY COMPANY LP (name of Partnership acknowledging), a Texas Partnership, on behalf of the Partnership. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary Public - State of 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, 615.62 feet to the Easterly right-of-way line of Canal C-3 and to a point on a curve concave Southwesterly having a radius of 2,307.01 feet; thence run Northerly along said Easterly right-of-way line, an arc distance of 1,709.56 feet, through a central angle of 42°27'29" to the Point of Tangency thereof; thence N46°41'27"W, 1,578.38 feet; thence N20°48'31"W, 2,704.99 feet, to the Southerly right-of way line of the Caloosahatchee River (C-43) as now exists; thence Easterly along said Southerly right-of way line, the following courses and distances, N67°34'18"E, 59.30 feet; thence S76°44'44"E, 848.64 feet; thence S13°15'16"W, 40.00 feet; thence S76°44'44"E, 90.00 feet; thence N13°15'16"E, 40.00 feet; thence S76°44'44"E, 2,326.61 feet; thence S86°47'40"E, 1,670.04 feet; thence S61°54'05"E, 280.00 feet; thence N28°06'14"E, 129.94 feet; thence S86°47'40"E, 1,882.24 feet; thence N83°55'21"E, 900.89 feet to the Point of Curvature of a curve concave Southerly, having a radius of 890.00 feet; thence run Easterly along the arc of said curve 204.24 feet through a central angle of 13°08'54" to the East line of said Section 30; thence S00°31'07"E, along said East line of Section 30, 1,633.14 feet; thence S00°09'09"W, to the Southeast corner of said Section 30, 932.14 feet; thence S00°25'52"W, along the East line of Section 31, 1,871.21 feet to the Point of Beginning.

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 1975.06 feet; thence N 89°58'06" 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.

Recording 42.00
State .30
Sur .35
Int. Tax
42.00

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.

FLORIDA DOCUMENTARY STAMP TAX 30

STATE OF FLORIDA DOCUMENTARY AUG 22 1972 $.55

WITNESSETH: That for and in consideration of the premises and ONE DOLLAR ($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;

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

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 Aetna 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

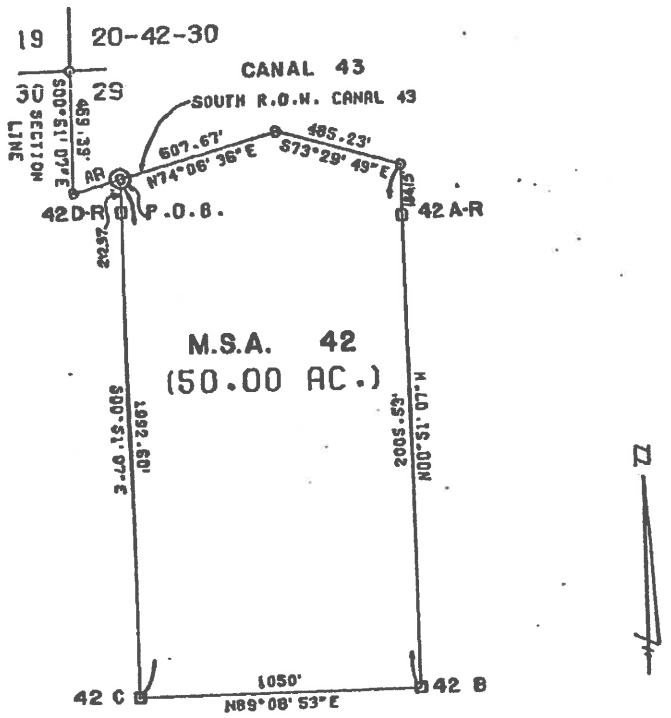
TRACT 1700 E-1

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

DESCRIPTION OF H.S.A. 43

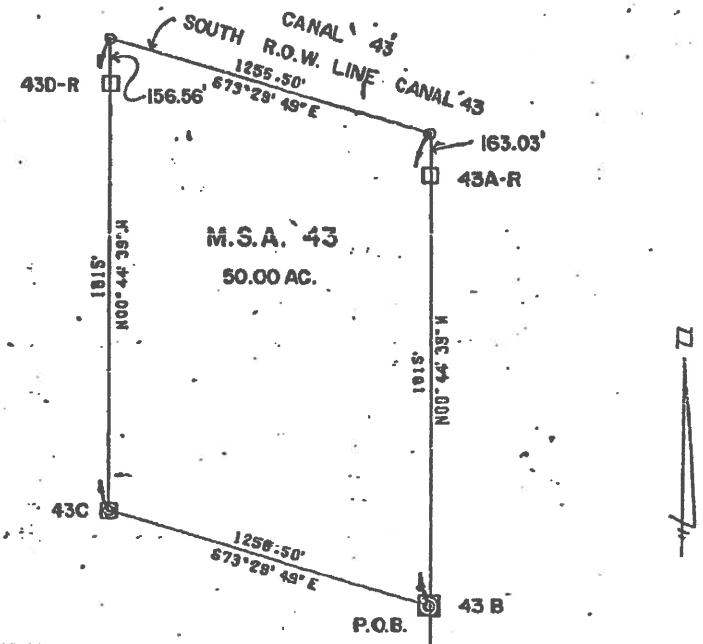
TRACT 1700 E-2

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	8.83
43C	892,728.027	388,736.523	9.24
43D-R	894,386.327	388,714.984	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

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

52102 O. R. Bk. 52, page 834

DESCRIPTION OF M.S.A. 44

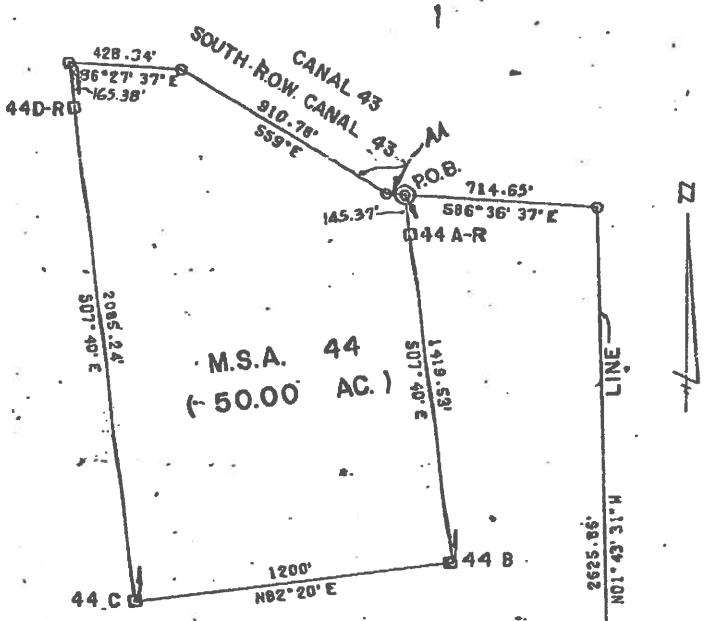
TRACT 1700 E-3

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 #1910 L.S.
GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SO. BAYSHORE DRIVE
MIAMI, FLORIDA

DESCRIPTION OF M.S.A. 45

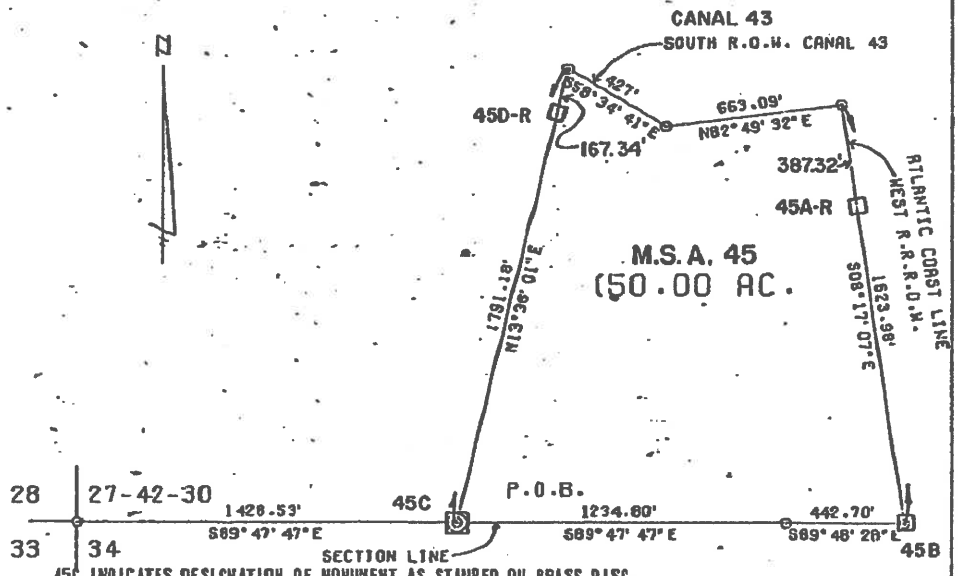
TRACT 1800 E-1

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	891,542.296	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

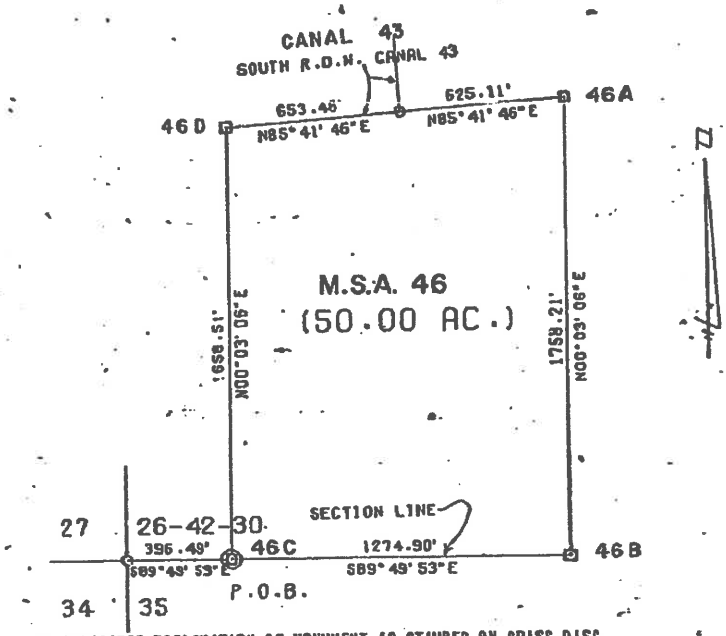
TRACT 1800 E-2

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	890,309.923	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

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:-

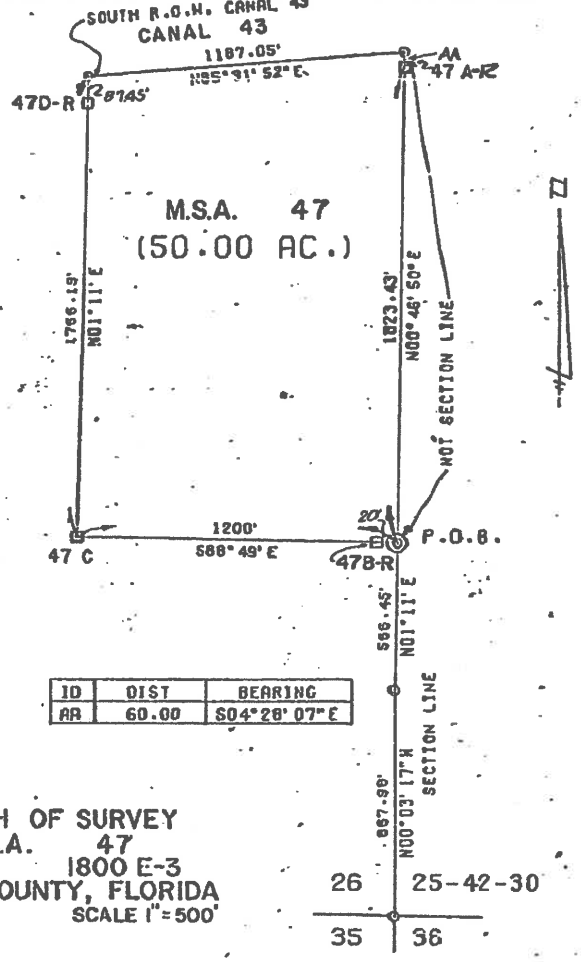
From the Southeast corner of said Section 26 run N 00°03'17"W along the East line of said Section 26 for 867.98 feet; thence run N 01°11'00"E still along said Section line for 566.45 feet to the Point of Beginning.

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	405,999.770	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
AR	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, FLORIDA #1940 L.S.
GENERAL DEVELOPMENT ENGINEERING COMPANY
1111 SO. BAYSHORE DRIVE
MIAMI, FLORIDA

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.

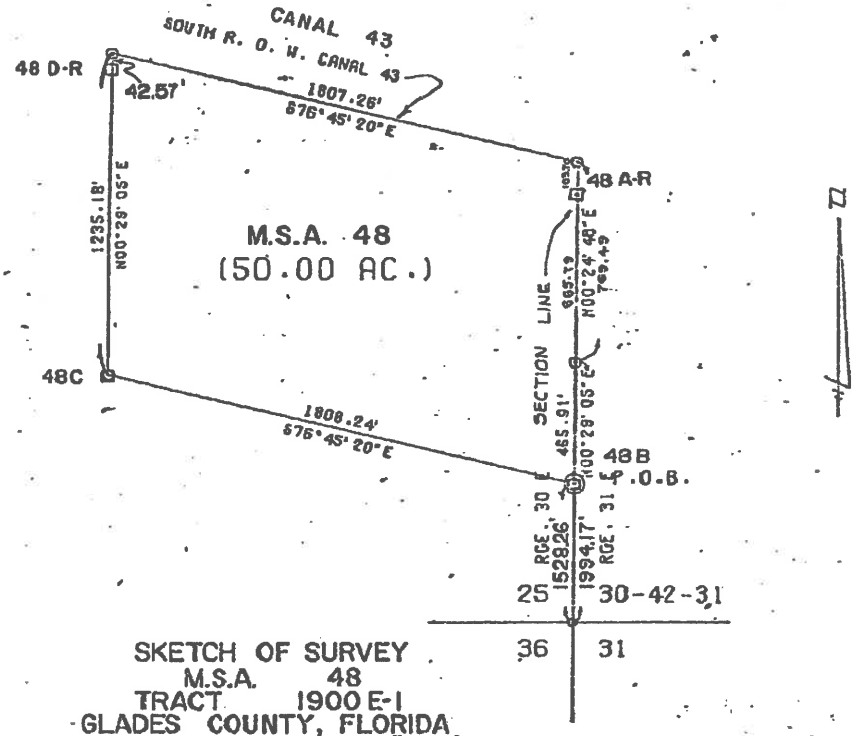
From said Point of Beginning run N 76°45'20"W for 1808.24 feet; thence run N 00°29'05"E, for 1235.18 feet to an intersection with the South Right of Way line of Canal 43; thence run S 76°45'20"E along said South Right of Way line, for 1807.26 feet to an intersection with the East line of Section 25; 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.

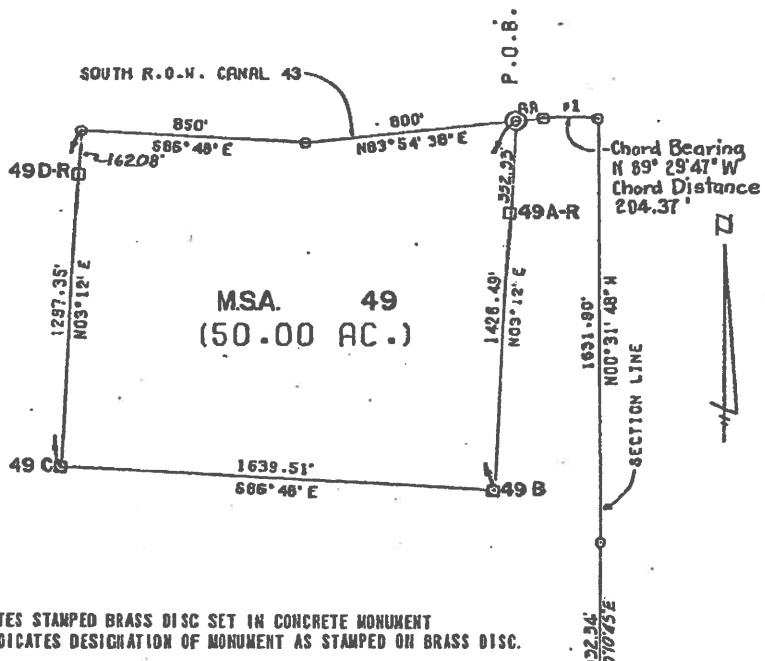
The above described parcel of land contains 50.00 acres more or less, and is more particularly shown on the attached Sketch on Survey which reflects established monumentation of the boundary of said parcel of land.

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 4:30P M in O R Bk # 52 Page # 826-845 incl.
JAMES H. DILLEY, Clerk Circuit Court
L. 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	850.00'	13°11'10"	204.83

ID	DIST	BEARING
BB	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

#67491 O.R. Book 77 Page 89

This doc[illegible] prepared by:

G. Patrick Settles, Esq.
General Development Corp.
1111 South Bayshore Drive
Miami, Florida 33131

GENERAL DEVELOPMENT CORPORATION)
A Delaware Corporation)
)
)
TO WHOM IT MAY CONCERN

STATE OF FLORIDA No. 67491
COUNTY OF GLADES
This instrument Filed and Recorded this 13th
day of June 1980 at 11:33 AM in
O R Bk. No. 77 Page No. 89-113
JERRY L. BECK, Clerk Circuit Court

DECLARATION OF COVENANTS AND RESTRICTIONS Janet B. Sherwood, D.C.

THIS DECLARATION, made this 30th day of April, 1980 by GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, its successors and assigns, hereinafter jointly referred to as "Developer".

CIRCUIT COURT CLERK GLADES COUNTY

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Schedules "A" and "B" attached to this Declaration and desires to create thereon a planned residential community with recreational areas, open spaces, greenbelts and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values in said community and for the maintenance of said open spaces, greenbelts, and other common facilities; and to this end, desires to subject the real property described in Schedules "A" and "B" together with such additions as may hereafter be made thereto (as provided in Article II) of the Covenants, and Restrictions, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

RECORDED JUN 13 AM 10 33 GLADES COUNTY CIRCUIT COURT

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, PORT LA BELLE UNIT 105 PROPERTY OWNERS' ASSOCIATION, INC. for the purpose of exercising the functions aforesaid.

NOW THEREFORE, the Developer declares that the real property described in Schedules "A" and "B" and such additions thereto as may be made pursuant to Article II, hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I.

DEFINITIONS

Section 1. The following words, when used in this Declaration or any Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Association" shall mean and refer to PORT LABELLE UNIT 105 PROPERTY OWNERS' ASSOCIATION, INC.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Business Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as either a commercial, industrial, professional office, or any other type of business establishment by a single such business.

(d) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties, as more fully described in Article II, Section 2 hereof and on Schedule "B" attached hereto.

(e) "Lot" shall mean and refer to any plot of land which is presently shown upon any recorded subdivision map of The Properties, or which may hereafter be platted or otherwise created, with the exception of Common Properties as heretofore defined.

(f) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(g) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when such Living Unit is situated upon its own individual Lot, such as cluster homes.

(h) "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any Lot, Living Unit or Business Unit, but notwithstanding any applicable theory concerning a mortgage encumbering any Lot, Living Unit, or Business Unit shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(i) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Hendry County, Florida, and is more particularly described as follows:

> Lots and tracts situated in PORT LABELLE UNIT 105 according to the Plat thereof as recorded in Plat Book 3 at Page 158-165 of the Public Records of Glades County, Florida as shown on Schedule "A" attached hereto.

all of which said lots and tracts shall hereinafter be referred to as "The Properties".

Section 2. Common Properties.

The property described in Schedule "B" attached hereto, being Tracts G-1 through 6-16, inclusive, and all streets and thoroughfares EXCEPT Birchwood Parkway, Longwood Parkway, and Buckboard Circle, in PORT LABELLE UNIT 105, a subdivision of Glades County, Florida, according to the Plat thereof, recorded in Plat Book 3 at Page 158-165 of the Public Records be referred to as "Common Properties", be dedicated as recreational and/or park areas and for ingress and egress and for drainage and that the use of said common properties be restricted and devoted to the common use and enjoyment of the owners of "The Properties" as herein defined.

Section 3. Additions to Existing Property.

Additional land may become subject to this Declaration in the following manner:

(a) Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file or record a Supplemental Declaration of Restrictions.

(b) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Properties except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, Living Unit, or Business Unit which is subject by these covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

CLASS A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members who are current in the payment of their maintenance assessments shall be entitled to one vote for each Lot, Living Unit, or Business Unit in which they hold the interests required for membership by Section 1 of this Article. When more than one person holds such interest or interests in any Lot, Living Unit, or Business Unit all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot, Living Unit or Business Unit.

CLASS B. Class B members shall be the Developer. The Class B member shall be entitled to three votes for each Lot in which it holds the interests required for membership by Section 1 of this Article and for every Business Unit or Living Unit in any Multifamily Structure owned by it until such Unit is first sold, provided that the Class B membership shall cease and become converted to Class A Membership with all voting rights of Class "A" Membership on the happening of the following event:

When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; and the Developer is prepared to convey title to the Common Properties as provided in Article IV, Section 2 hereof.

From and after the happening of this event, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot, Living Unit or Business Unit in which it holds the interests required for membership under Section 1 of this Article.

For purpose of determining the votes allowed under this Section when Living Units or Business Units are counted, the Lot or Lots upon which such Units are situated shall not be counted.

Likewise, upon the happening of this event, or at such earlier date as the Developer may determine, a special meeting of members shall be called for the purpose of electing officers and directors, the then officers and directors shall submit their written resignations, the Class A members shall elect their own officers and directors and assume control of the corporation. Provided, however, that so long as General Development Corporation is the owner of one Lot, Living Unit or Business Unit in the said subdivision, it shall be entitled to elect one member of the Board of Directors.

Section 3. Quorum. Except as provided in Article V, Sections 5 and 6 hereof, the presence at any regular or special meeting of members entitled to cast, or of proxies entitled to cast, one-third of the combined votes of both Classes of membership shall constitute a quorum for any action governed by the Articles of Incorporation or by the ByLaws of this Corporation.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member subject to assessments as provided in Article V, Section 4 hereof, shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot, Living Unit or Business Unit.

Section 2. Title To Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time, as in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any provisions herein, the Developer hereby covenants, for itself, its successors and assigns that subject to the foregoing, it shall convey the Common Properties to the Association not later than the date on which control of the Association is turned over to the Class "A" Members as provided in Article III, Section 2 hereof, free and clear of all liens and encumbrances, except real property taxes for the year in which the conveyance takes place and any easements granted by the Developer pursuant to Section 6 of this Article.

Section 3. Use of Common Properties for Drainage. The Common Properties may be used for drainage and the temporary retention of storm water run-off from the Properties and other contiguous property, as well as for open space, recreation, rights of ingress and egress, and other related activities.

No structure, planting or other material shall be placed or permitted to remain in the Common Properties which might impair or interfere with the drainage or temporary retention of storm water run-off of The Properties or other contiguous property.

Section 4. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer and of the Association, in accordance with its Articles and ByLaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lenders' right hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members, and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) the right of the Association, as provided in its Articles and ByLaws, to suspend the enjoyment and voting rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) the right of individual Members to the exclusive use of parking spaces as provided in Section 5 of this Article; and

(f) the drainage and temporary retention of storm water run-off uses of the Common Properties referred to in Section 3 of this Article; and

(g) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer or determination as to the purposes or as to the conditions hereof, shall be effective unless an instrument signed by the President and Secretary of the Association be recorded, certifying that at a special or regular meeting of members called for such purpose, of which thirty (30) days written notice was sent to each member, a two-thirds (2/3)

vote of each Class of members was obtained, either in person or by proxy, agreeing to such dedication or transfer.

Section 5. Parking Rights. The Association may designate and maintain upon the Common Properties certain parking spaces for the exclusive use of the Members, their families and guests. The use of any such parking space by any other person may be enjoined by the Association or the Members entitled thereto. No parking shall be permitted in other than designated parking areas.

Section 6. Utility Easements. There is reserved unto the Developer until the date on which control of the Association is turned over to the Class "A" Members as provided in Article III, Section 2 hereof, the right to grant easements for the installation and maintenance of temporary roads and public utilities on the Common Properties in addition to those already reserved. No such grant shall require the removal or relocation of any improvements existing on the Common Properties on the date of the grant.

Section 7. Party Walls. Each wall which is built as a part of the original construction of a cluster home, a multifamily structure, or a business upon the Properties and placed on the dividing line between portions of the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(a) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(b) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(c) Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(d) Easement. Each unit owner grants to the owners of adjoining units and to the Association an easement over, upon, and across his land of the purpose of performing such maintenance as may be required including, but not limited to repairing party walls, painting and lawn and sprinkler maintenance.

(e) Right to Contribution Runs With Land. The right of any Owner to contribute from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE V.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Except as hereinafter more fully provided, the Developer, for each Lot, Living Unit or Business Unit owned by it within the Properties, hereby covenants and each Owner of any Lot, Living Unit or Business Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; and (b) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Despite anything herein contained to the contrary, the Developer declares and each owner of any Living Unit or Business Unit by the acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, agrees with the Developer that in the event amenities or recreational facilities are at any time in the future constructed or installed on any of the "Common Properties" or other properties set aside for such purposes within The Properties then, in such event, owners of Business Units and owners of Living Units in any condominium structure to be erected within The Properties shall not be required, as a part of their maintenance charge, to contribute to the cost of maintenance of said amenities or recreational facilities, nor shall they be entitled to make use of said facilities.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the Properties, including but not limited to, the payment of taxes and insurance on the Common Properties, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on a date (which shall be the first day of a month) fixed by the Board of Directors of the Association herein called the Date of Commencement.

The first annual assessment shall be levied for the balance of the calendar year in which it is imposed, and shall become due and payable on the Date of Commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the first annual assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 4 hereof as the number of months remaining in the year of the first annual assessment (from and including the month of the Date of Commencement) bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at the time other than the beginning of any assessment period. The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 4. Basis and Maximum of Annual Assessments. The initial annual assessment per Lot, Living Unit or Business Unit shall be determined by the Board of Directors at the time such assessments are imposed, provided, however, that such assessment shall not be less than SIXTY AND NO/100 ($60.00) DOLLARS per Lot, Living Unit, or Business Unit for all Class "A" Members. For purposes of determining the basis and maximum of annual assessments, when either a single Living Unit or a single Business Unit is situated upon a single Lot, or when more than one Living Unit or Business Unit is situated upon a single Lot, each such unit shall be assessed separately, but there shall be no assessment for the Lot. Except as hereinafter provided all assessments shall be payable from the date determined by the Board of Directors as provided

in Section 3 of this Article.

Prior to turn over of control of the Association to the Class "A" Members, the Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser or greater amount.

Until control of the Association is delivered to the Class "A" Members, as provided in Article III, Section 2 hereof, the Developer shall pay the difference in cost between the amounts collected from the Class "A" Members and the actual cost of maintenance. Thereafter, the Developer shall not be obligated to pay any assessments on any of the Lots, Living Units or Business Units which are owned by the Developer.

From and after the date of such "turn over" the annual assessment may be adjusted by vote of the membership, as hereinafter provided, for the next succeeding year and at the end of each such period of one year for each succeeding period of one year.

Section 5. Special Assessment for Capital Improvements. In addition to the annual assessments referred to in this Article, the Association may levy in any assessment year a special assessment, applicable to the time required for payment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 4 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 4 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members, who are voting in person or proxy, at a meeting duly called for this purpose. Written notice shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 4 hereof shall not apply to any change in

maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 3 hereof.

Provided, further that no change in assessments affecting the Developer shall be made without the consent of the Developer first had and obtained.

Section 7. Quorum for any Action Authorized Under Sections 5 and 6. The quorum required for any action authorized by Section 5 and 6 hereof shall be as follows;

At the first meeting called, as provided in Sections 5 and 6 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 5 and 6, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 8. Duties of the Board of Directors The Board of Directors of the Association shall fix the Date of Commencement and the amount of the assessment against each Lot, Living Unit or Business Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 3 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hand of the then Owner, his heirs, devises, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall

remain his personal obligation for the statutory period. Provided, however, that no voluntary sale of any Lot, Living Unit or Business Unit shall be effective, nor shall any marketable title be conveyed unless and until the Seller has obtained from the proper officers of the Association a certificate, in recordable form, attesting to the fact that the Seller has paid all assessments to date. If no such certificate is obtained and recorded, the Purchaser shall be conclusively presumed to have assumed such past due assessments and shall become forthwith liable therefor. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by law, and the Association may bring an action of law against the Owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which again will be subordinated to the lien of a new first mortgage placed upon The Property or Properties.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (a) all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Properties as defined in Article 1, Section 1 hereof; (c) all Lots, Tracts, Living Units or Business Units retained by Developer after control of the Association is turned over to the Class "A" Members; and (d) all properties exempt from taxation by the laws of the State of Florida upon the terms and to the extent of such legal exemption.

ARTICLE VI

ENVIRONMENTAL CCONTROL COMMITTEE

Section 1. Appointment of Committee. There shall be appointed by the Board of Directors of the Association, an Environmental Control Committee, which committee shall consist of three or more members. During the time that the Developer is in control of the Association, the Committee will consist of the following: the Secretary of the Association, the Assistant Vice President of the Environmental Planning and Design Office of General Development Corporation, and the General Manager of the community in which the subject property is located.

Section 2. Review by Committee. The Committee, in its review of all proposed construction, modifications, or alterations, shall be guided by the following standards of environmental control, to-wit: those included in Article IX hereof, and

(a) Architectural Control: No building, fence, wall, or other structure shall be commenced, erected or maintained upon The Properties, 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 45 days after receipt therof.

(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.

(c) Landscaping Approval: No trees, bushes, shrubs or plants which at maturity and without clipping or pruning thereof, would exceed the height of the dwelling house on any lot or in common areas shall be planted or emplaced until the plans and specifications for the placement of any such trees, bushes, shrubs or plants have been submitted to and approved by the Environmental

Control Committee as to the preservation of the natural view and aesthetic beauty which each Lot, Living Unit, or Business Unit and the community is intended to enjoy. Said plans as submitted shall show in detail and to scale the proposed elevations and locations of said trees, bushes, shrubs or plants, including the location of same in relation to all other Lots, Living Units, or Business Units subject to these restrictions.

(d) Committee Approval: Approval of said plans by the Environmental Control Committee may be withheld if in the opinion of the Committee the view of any Lot, Living Unit, or Business Unit would be impeded by the location of such tree, bush, shrub or plant, or in any other manner. In any event, the Committee shall have the right to require any member to remove, trim, or prune any tree, or shrub, which in the reasonable belief of the Committee impedes or detracts from the view of any lot.

Section 3. Variances. The Board of Directors of the Association or the Environmental Control Committee appointed by the Board may, with the approval of the , approve variances to the requirements of Article IX, Section 2.

Section 4. Attorney's Fees. In all litigation involving architectural or environmental control, the prevailing party shall be entitled to collect and shall be awarded attorneys' fees and court costs.

ARTICLE VII

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. Pursuant to agreement with owner, or upon determination by the Association that an Owner has failed to maintain the exterior of his Lot, Living Unit, or Business Unit in accordance with general standards of the community and above and beyond maintenance furnished by Association, then, after reasonable notice to the owner specifying such failure and upon owner's neglect or refusal to correct the same, then, in such event, and in addition to maintenance upon the Common Properties, the Association may provide exterior maintenance upon each such Lot, Living Unit or Business Unit as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.

The cost thereof shall be assessed to the owner and shall be added to and become a part of the maintenance assessment as more particularly described in Section 2 hereof.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot, Living Unit or Business Unit upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot, Living Unit or Business Unit is subject under Article V hereof and, as part of such annual assessment or charge, it shall be a lien and obligation to the Owner and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Directors of the Association when establishing the annual assessment against each Lot, Living Unit or Business Unit for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but, thereafter, shall make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any Living Unit or Business Unit at reasonable hours on any day except Sunday.

Section 4. Common Area Maintenance. Common Area Maintenance may include, but is not necessarily limited to, the following items:

(a) Grounds maintenance of the common area including mowing, fertilizing, insecticides, etc.

(b) Irrigation system maintenance.

(c) Pool maintenance including cleaning, chemicals, maintenance of pumps, pool heating, including gas and maintenance of heating pumps, etc.

(d) Air conditioning maintenance of recreation building.

(e) Parking lot cleaning and maintenance.

(f) Waste removal from common areas.

(g) Maintain perimeter wall.

(h) Utilities for common areas including water, sewer and electricity.

(i) Taxes and insurance including real and personal property taxes for common areas and liability and fire insurance.

(j) Other miscellaneous items which may be included such as exterminating services, security system maintenance and fire extinguisher services.

(k) A reserve for future maintenance and repairs.

(l) Maintain the private streets and roads.

ARTICLE VIII

WATER AND SEWER UTILITIES

Section 1. Mandatory Connection.

Developer and its wholly owned subsidiary General Development Utilities, Inc. (hereinafter referred to as "Utilities"), and their respective successors and assigns, hereby declare that, Developer, and all persons claiming by, through, and under Developer as owners of Lots, Living Units or Business Units shall, within not more than sixty (60) days after the water distribution mains and/or sewage collection lines become available to serve a particular Lot, Living Unit or Business 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).

Developer has agreed with Utilities, in the case of installment purchases of Lots, Living Units or Business Units, the secondary water lines from the primary system to the individual Lot, Living Unit or Business Unit will be completed within 60 days of receipt of written notice from a property owner of commencement of construction of a house. Commencing three years after the date of the Sales Contract, the purchaser will pay a utilities extension fee (for main lines and plant capacity) at the monthly rate stated on the front of the Contract. (The estimated fee is $350 payable at $3.50 per month.) The Developer will collect the utilities extension fees as agent for Utilities, which may use the fees for reimbursement of its central water and sewer plant construction costs and line extension costs expended to serve the individual Lots, Living Units or Business Units. Fees will be deposited in an escrow account and interest accrued annually to this account based upon the average on deposit, at the passbook savings account rate paid on December 31st of each year by Citibank, N.A. Prior to commencement of service, the purchaser will pay the excess, if any, of the actual charge permitted by law to be made as a utilities extension fee (for main lines and plant capacity) over the amount previously paid. A separate connection charge (currently $75.00) will also be made at the time of hookup to cover the cost of installing a meter and a service line running from the secondary water line in front of the property to the property boundary line.

The secondary sewer lines from the primary system to the individual Lot, Living Unit, or Business Unit will be completed within 60 days of receipt of written notice from a property owner of commencement of construction of a house. Commencing three years after the date of the Sales Contract, the purchaser will pay a utilities extension fee (for plant capacity, main lines and service lateral) at the monthly rate stated on the front of the Contract. The estimated fee is $640 payable at $6.50 per month. The Developer will collect the utilities extension fees as agent for Utilities, which may use the fees for reimbursement of its central water and sewer plant construction costs and line extension costs expended to serve the individual Lots, Living Units or Business Units. Fees will be deposited in an escrow account and interest will be accrued annually to this account based on the average on deposit, at the passbook savings account rate paid on December 31st of each year by Citibank, N.A. Prior to commencement of service, the purchaser will pay the excess if any, of the actual charge permitted by law to be made as a utilities extension fee (for plant capacity, main lines and service lateral) over the amount previously paid. The service lateral portion of the utilities extension fee is currently $65 and covers the cost of installing a service lateral running from the secondary sewer line to the lot boundary line.

Provided, however, that as to any Lot, Living Unit or Business Unit, in The Properties which has been purchased from Developer pursuant to a contract which specifically includes a provision that the stated purchase price includes the utilities extension fee to serve said Lot, Living Unit or Business Unit, no utilities extension fee shall be assessed against said Lot, Living Unit or Business Unit.

Section 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, Living Unit or Business Unit from such time when central water and/or sewer service or services are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning.

Section 3. Enforcement. The extension of water and/or sewer lines by Utilities into The Properties shall, as to each Lot, Living Unit or Business 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, Living Unit or Business Unit. In the event that developer or owner of Lots, Living Units or Business Units claiming by, through or under Developer, 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 fee. 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.

Section 4. It shall be a requirement that no water closet be installed in any home to be constructed on any of The Properties having a capacity in excess of 3.5 gallons.

ARTICLE IX

UNIFORM GENERAL REQUIREMENTS

Section 1. Use and Minimum Square Footage Requirements. All Lots in the Properties included within Schedule "A" are designated as 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. No single family residence lot shall be resubdivided into building lots containing less than ten thousand (10,000) square feet. No principal structure shall be erected having a living area of less than eight hundred (800) square feet for a one-story building, nor less than one thousand (1000) square feet living area for more than a one-story building on any single family residence lot in the Existing Property.

Section 2.A. Building Set-Back Requirements for structures on single family residence lots shall be in accordance with the requirements of the Zoning Ordinance of Glades County, Florida for Zoning Classification RS as the same may be amended and/or superseded from time to time.

Section 2.B. Provided however, that the Board of Directors of the Association or the Environmental Control Committee, upon written application thereto as provided in Article VI, may, with the approval of Glades County Planning Zoning, and Board of Adjustment approve individual variances from the requirements of this Article IX, Sections 2A and 2B.

Section 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.

Section 4. Parking. No truck exceeding one ton capacity shall be parked overnight in areas zoned residential unless the truck is employed in the construction of new residential units.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any Lot, except signs permitted 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 Board of Environmental Control Committee.

Section 6. Animals. Nc 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.

Section 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 and/or unsightly.

Section 8. Planting. No hedge or shrub planting which obstructs sight lines at elevations between two (2') 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 roadway intersection elevation to prevent obstruction of sight lines.

Section 9. Tree Preservation. No large trees measuring six (6") inches or more in diameter at ground level may be removed without the written approval of the Environmental Control Committee, unless located within ten (10') feet of the approved site for such building. No trees shall be removed from any lot without the consent of the Environmental Control Committee, until the owner shall be ready to begin construction.

Section 10. 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 or parcel, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot or parcel. 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.

Section 11. Easements. Easements for the installation and maintenance of public utilities and drainage facilities are reserved as noted on the recorded plat. Within these easements, or any easement granted by the Developer pursuant to Article IV, Section 6, 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.

If a Living Unit or Business Unit has an extension of a wall upon the adjoining property of another owner, each owner is granted an easement over, upon and across the land of the adjoining owner on each side for the purpose of maintaining, painting and repairing the extension of the wall on said owner's property.

Section 12. It is understood and agreed that said premises may not and shall not be used for convalescing or custodial care as a home occupation.

Section 13. Additional Rules and Regulations. So long as it retains control, the Developer, and thereafter the Board of Directors of the Association, may establish such additional rules and regulations as may be deemed to be for the best interests of the Association and its members.

ARTICLE X

GENERAL PROVISIONS

Section 1. Amendments. Anything in this Declaration to the contrary notwithstanding, this Declaration of Covenants and Restrictions may be amended from time to time by recording among the Public Records of Glades County, Florida, an instrument executed by the President and attested to by the Secretary of the Association indicating that at a meeting called for that purpose, the fee owners of two-thirds (2/3) of the Lots, Living Units, or Business Units in the hereinabove described property have approved such amendment. Provided, however, no such amendment may be made subsequent to the date on which control of the

Association is turned over to the Class "A" Members as provided herein, without written consent of General Development Corporation, its successors and/or assigns; and provided further that no such amendment shall affect or interfere with vested rights previously acquired by Lot, Living Unit or Business Unit Owners.

Section 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 Association, or 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 initial twenty (20) year period, said covenants shall be automatically extended for successive periods of ten (10) years unless amended, modified, or revised as provided in Section 1 of this Article.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any 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 the Association or 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, Developer 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.

Section 5. 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.

Section 6. Easement for Walkways. The Developer reserves to itself and its successors and assigns the right to construct walkways between multifamily structures or the cluster homes for the benefit of the occupants and their

Association is turned over to the Class "A" Members as provided herein, without written consent of General Development Corporation, its successors and/or assigns; and provided further that no such amendment shall affect or interfere with vested rights previously acquired by Lot, Living Unit or Business Unit Owners.

Section 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 Association, or 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 initial twenty (20) year period, said covenants shall be automatically extended for successive periods of ten (10) years unless amended, modified, or revised as provided in Section 1 of this Article.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any 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 the Association or 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, Developer 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.

Section 5. 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.

Section 6. Easement for Walkways. The Developer reserves to itself and its successors and assigns the right to construct walkways between multifamily structures or the cluster homes for the benefit of the occupants and their guests, as well as for the purpose of maintenance of the lawns adjoining such areas. To this extent and for this purpose the Developer reserves an easement

over and across said walkways.

IN WITNESS WHEREOF, GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, 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, this 30 day of April, 1980.

GENERAL DEVELOPMENT CORPORATION

By: _____
GEORGE V. FLAGG
Executive Vice President

ATTEST: _____
SAUL J. SACK
Assistant Secretary

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

I HEREBY CERTIFY that on this 30th day of April, 1980, before me personally appeared GEORGE V. FLAGG and SAUL J. SACK, Executive Vice President and Assistant Secretary respectively of General Development Corporation, known 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 the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami, in the County of Dade and State of Florida, the day and year last aforesaid.

_____
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 12 1981
BONDED THRU GENERAL INS. UNDERWRITERS

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

#67491 O.R. Book 77 Page 112

SINGLE FAMILY RESIDENCE LOTS

PORT LABELLE UNIT 105

SCHEDULE "A"

Those certain lots designated as single family residence lots situated in PORT LABELLE UNIT 105 according to the plat thereof as recorded in Plat Book 3 at page 158-168 of the Public Records of Hendry County, Florida, are hereby designated as a portion of "The Properties," to wit:

BLOCK	LOT	TOTAL LOTS
108	1-18	18
109	1-14	14
110	1-17	17
111	1- 5	5
112	1- 9	9
113	1-11	11
114	1- 9	9
115	1-29	29
116	1-15	15
117	1-25	25
118	1-31	31
119	1-19	19
120	1-37	37
121	1-25	25
122	1-34	34
123	1-19	19
124	1-18	18
125	1-10	10
126	1-37	37
127	1-21	21
128	1-13	13
129	1- 8	8
130	1-11	11
131	1-15	15
132	1-20	20
133	1-12	12
134	1-30	30
135	1-13	13
136	1- 5	5
137	1-14	14
138	1-36	36
139	1-16	16
Sub-Total		596

COMMON PROPERTIES

PORT LABELLE UNIT 105

Schedule "B"

Those certain tracts and streets and thoroughfares situated in PORT LABELLE UNIT 105, according to the plat thereof, as recorded in Plat Book 3 at Page 157-166 of the Public Records of Glades County, Florida, are hereby designated as "Common Properties," to wit:

Tracts G-1 through G-6, inclusive, and all streets and thoroughfares EXCEPT Birchwood Parkway, Longwood Parkway, and Buckboard Circle, as described on the plat.

THIS INSTRUMENT PREPARED BY:
NED M. SHANDLOFF, ESQUIRE
1111 So. Bayshore Drive
Miami, Florida 33131

ROAD DEDICATION

KNOW ALL MEN BY THESE PRESENTS that GENERAL DEVELOPMENT CORPORATION, a Delaware corporation authorized to do business in the State of Florida, and having its principal office at 1111 South Bayshore Drive, Miami, Florida 33131, does hereby dedicate, grant and convey the property described on Exhibit "A" attached hereto and made a part hereof by reference for street and road purposes to the PORT LABELLE COMMUNITY DEVELOPMENT DISTRICT for the use and benefit of the public.

Whenever said property shall be discontinued or cease to be used for street or road purposes, title thereto shall ipso facto revert to GENERAL DEVELOPMENT CORPORATION, its successors or assigns.

IN WITNESS WHEREOF, the Grantor hereto has caused these presents to be executed in its name.

Signed, sealed and delivered
in the presence of:

GENERAL DEVELOPMENT CORPORATION

BY _____
HAROLD W. FENNO, SR. VICE PRES.

STATE OF FLORIDA)
COUNTY OF DADE)ss.

BEFORE ME personally appeared HAROLD W. FENNO, Senior Vice President of GENERAL DEVELOPMENT CORPORATION to me well known to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed such instrument in behalf of the corporation.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JULY 24,1990
BONDED THRU GENERAL INS. UND.

NOTARY PUBLIC
State of Florida at Large

FILED FOR RECORD
'87 AUG 4 AM 10:55
JERRY L. BEER
CLK. CIR. CT.
COURT CLERK
GLADES COUNTY, FLORIDA

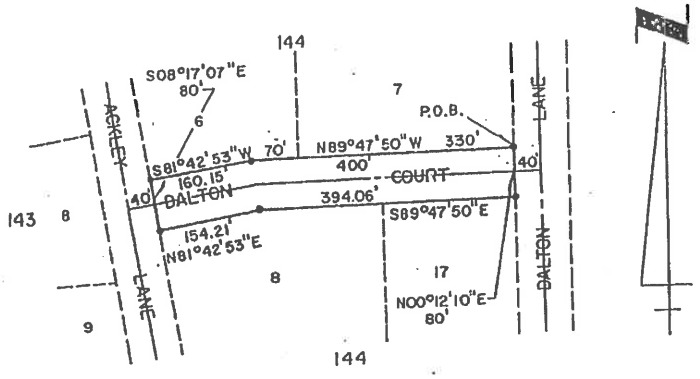
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O.R. BOOK 0110 PAGE 0978

- 1 -

LAW/151/07/30/87

GENERAL DEVELOPMENT ENGINEERING CO.
1111 S. BAYSHORE DR., MIAMI, FLORIDA



LEGAL DESCRIPTION: (Ingress and Egress Easement)

A portion of Lots 8 and 17, Block 144 of PORT LABELLE UNIT 109 as recorded in Plat Book 4 at Page 57 of the Public Records of Glades County, Florida, being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 17; thence N89°47'50"W, along the North line of said Lot 17 and a portion of North line of said Lot 8, for a distance of 400.00 feet; thence S81°42'53"W, along the North line of said Lot 8, for 160.15 feet to a point on the East Right-of-Way line of ACKLEY LANE; thence S08°17'07"E, along the Easterly Right-of-Way line of said ACKLEY LANE, for 80.00 feet; thence N81°42'53"E for 154.21 feet; thence S89°47'50"E for 394.06 feet to a point on the Westerly Right-of-Way line of DALTON LANE, thence N00°12'10"E, along the Westerly Right-of-Way line of said DALTON LANE, for 80.00 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Glades County, Florida and containing 1.02 acres, more or less.

O.R. BOOK 0119 PAGE 0979

This sketch is not a survey.
Void unless embossed by surveyor's seal.

Basis of bearing is the Plat of PORT LaBELLE UNIT 109 (P.B.4, PG.57)

DATE	BY	CK.	REVISION REMARKS

STANLEY B. SHALITA
PROFESSIONAL LAND SURVEYOR NO. 2789
STATE OF FLORIDA

DW:	APPR'D BY:	DATE:	DWG. NO.
CK:		SCALE: 1" =200'	

SKETCH AND LEGAL DESCRIPTION
A Portion of Lots 8 and 17, Block 144 IN
PORT LaBELLE UNIT 109 P.B. 4, PG. 57
GLADES COUNTY FLORIDA

1080

OFF REC 0509 PAGE 0719

94 03949

RECORDED IN OFFICIAL RECORDS HENDRY COUNTY, FLORIDA
'94 MAY -4 A11:57
CHRISTINE PRATT
CLERK OF CIRCUIT COURT

IN THE CIRCUIT COURT OF THE
20TH JUDICIAL CIRCUIT, IN AND
FOR HENDRY COUNTY, FLORIDA

FL. BAR NOS. 276685
435864

IN RE:

BARRON WATER CONTROL
DISTRICT PLAN OF WATER
MANAGEMENT AMENDMENT

CASE NO. 93-864

Certified to be a true and correct copy of the original.
Christine Pratt
Clerk Circuit Court
Hendry County Florida
By: Alison Hatch
Deputy Clerk
Date: 12-22-94

FINAL ORDER

Pursuant to Sections 298.07, 298.27, 298.36, 298.54, and 298.55, Florida Statutes, the Board of Supervisors of Barron Water Control District, has petitioned this Court for approval of an amendment to its Plan of Water Management. In compliance with Chapter 298, Florida Statutes, this Court has appointed three commissioners to assess benefits and damages associated with Petitioner's request. The commissioners filed a Commissioners' Report with this Court, March 18, 1994, as required by law.

The Court having considered the Commissioners' Report, testimony, arguments of counsel and any and all exceptions or objections to said Report, and being fully advised in the premises, hereby

ORDERS:

1. The Commissioners' Report filed in this matter is hereby approved and incorporated herein, and Petitioner's request for an amendment to its Plan of Water Management is hereby granted.

2. The Board of Supervisors of the Barron Water Control District is hereby authorized, subject to the conditions set forth herein, to implement

FILED FOR RECORD
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JERRY L. BECK
CLK. CIR. CT.
GLADES COUNTY, FLA.
D.C.

O.R. 151 PAGE 502
105515

CIRCUIT COURT CLERK
GLADES COUNTY, FLORIDA

Return
PENINSULA STATE TITLE
18401 MURDOCK CIRCLE
PT. CHARLOTTE, FL 33948

said Plan of Water Management as described by their Petition, and as recommended by said Commissioners' Report.

3. All construction necessary to accomplish the Amended Plan of Water Management shall be performed in accord with any permits or other authorizations required by the South Florida Water Management District or the Florida Department of Environmental Protection pursuant to Chapter 373, Florida Statutes. Any alteration in the design of systems under permit may require permit modifications or additional permits issued by the South Florida Water Management District or the Department of Environmental Protection pursuant to Chapter 373, Florida Statutes.

4. Provided, however, all lands subject to the Amended Plan of Reclamation within Hendry County are platted of record for residential purposes and include road rights-of-way dedicated to the public. Barron Water Control District shall not levy installation or maintenance taxes for the purpose of implementing the amended plan in Hendry County until:

A. Such plats have been vacated; or

B. Barron, Hendry County and the landowner agree upon a method of plat vacation and file such agreement with this Court.

DONE AND ORDERED at the Hendry County Courthouse, in LaBelle, Florida, this 2 day of May, 1994.

CIRCUIT JUDGE

Ida H Brown Clerk of Courts, Glades County, Florida

Rec 5.00

Certified to be a true and correct copy of the original
Christine Pratt
Clerk Circuit Court
Hendry County Florida
By: [illegible]
Deputy Clerk
Date: 9-14-95

OFF REC 0527 PAGE 0718

IN THE CIRCUIT COURT OF THE 20TH JUDICIAL CIRCUIT, IN AND FOR HENDRY COUNTY, FLORIDA

FL. BAR NO.

OFF REC 0523 PAGE 1158

IN RE:

95 04937

BARRON WATER CONTROL DISTRICT PLAN OF WATER MANAGEMENT DISTRICT AMENDMENT.

CASE NO. 93-864

CLERK CIRCUIT COURT '95 JUN -7 P 2:29

Recorded

CLARIFICATION OF FINAL ORDER

Pursuant to Sections 298.07, 298.27, 298.36, 298.54, and 298.55, Florida Statutes, the Board of Supervisors of Barron Water Control District, has petitioned this Court for approval of an amendment to its Plan of Water Management. In compliance with Chapter 298, Florida Statutes, this Court has appointed three commissioners to assess benefits and damages associated with Petitioner's request. The commissioners filed a Commissioners' Report with this Court, March 18, 1994, as required by law.

The Court having considered the Commissioners' Report, testimony, arguments of counsel and any and all exceptions or objections to said Report, and being fully advised in the premises, hereby

ORDERS:

1. The Commissioners' Report filed in this matter is hereby approved and incorporated herein, and Petitioner's request for an amendment to its Plan of Water Management is hereby granted.

CIRCUIT COURT CLERK GLADES COUNTY, FLORIDA

FILED FOR RECORD
JERRY L. BECK
CLK. CIR. CT.
GLADES COUNTY, FLA.
95 SEP 28 AM 10:42

O.R. 155 PAGE 591

Ida H Brown Clerk of Courts, Glades County, Florida

2. The Board of Supervisors of the Barron Water Control District is hereby authorized, subject to the conditions set forth herein, to implement said Plan of Water Management as described by their Petition, and as recommended by said Commissioners' Report.

3. The Amended Plan of Water Management supersedes the existing Plan of Reclamation for Barron adopted in 1975 as to the undeveloped lands within the District designated for conversion to agricultural development commonly known as the Port LaBelle Agricultural Area and legally described on Exhibit "A" hereto. The existing Plan remains valid for the developed, non-agricultural portion of the District and remains in effect except as amended by the Amended Plan of Water Management.

4. All construction necessary to accomplish the Amended Plan of Water Management shall be performed in accord with any permits or other authorizations required by the South Florida Water Management District or the Florida Department of Environmental Protection pursuant to Chapter 373, Florida Statutes. Any alteration in the design of systems under permit may require permit modifications or additional permits issued by the South Florida Water Management District or the Department of Environmental Protection pursuant to Chapter 373, Florida Statutes.

5. Provided, however, all lands subject to the Amended Plan of Reclamation within Hendry County are platted of record for residential purposes and include road rights-of-way dedicated to the public. Barron Water Control District shall not levy installation or maintenance taxes for the purpose of implementing the amended plan in Hendry County until:

O.R. 157 PAGE 592

Idra H Brown Clerk of Courts, Glades County, Florida

OFF REC 0527 PAGE 0720
OFF REC 0523 PAGE 1160

A. Such plats have been vacated; or

B. Barron, Hendry County and the landowner agree upon a method of plat vacation and file such agreement with this Court.

DONE AND ORDERED at the Hendry County Courthouse, in LaBelle, Florida, this 5 day of June, 1995.

CIRCUIT JUDGE

Copies to:
Elizabeth J. Daniels, Esquire
E. Dan Stevens, Esquire
Michael A. Rider, Esquire
Terry E. Lewis, Esquire
Cecil Ross, Esquire
Kenneth Plante, Esquire

95 08336

OFF. HENDRY COUNTY, FL
'95 SEP 15 P2:43
CHRIS ... CLERK OF CIRCUIT COURT
BY ... D.C.

O.R. 155 PAGE 593

I:\B72\5673\PLD\CLARIFICORD

Ida H Brown Clerk of Courts, Glades County, Florida

LEGAL DESCRIPTION: Port LaBelle Agricultural Area

All those parcels of land lying in Glades County, Florida, described as follows:

In Township 42 South, Range 29 East.

Section 25: ALL, lying South of the Caloosahatchee River (Canal 43).

In Township 42 South, Range 30 East.

Section 25: ALL, lying South of the Caloosahatchee River (Canal 43).

Section 26: ALL, lying South of the Caloosahatchee River (Canal 43).

Section 27: ALL, lying South of the Caloosahatchee River (Canal 43); less and except the Right-of way for Ortona Road.

Section 28: ALL, lying South of the Caloosahatchee River (Canal 43).

Section 29: ALL, lying South of the Caloosahatchee River (Canal 43); less and except Port LaBelle Ranchettes as recorded in Plat Book 3 at Page 105 of the Public Records of Glades County, Florida, and also less Port LaBelle Unit 102 as recorded in Plat Book 3 at Page 66 of the Public Records of Glades County, Florida.

Section 30: ALL, lying South of the Caloosahatchee River (Canal 43) and lying North of said plat of Port LaBelle Ranchettes. Subject to a flowage easement for the lands to the South thereof.

Section 32: ALL of the North 1/2; less and except the Southeast 1/4 of the Northwest 1/4; also less the South 3/4 of the South 1/2 of the Northeast 1/4; also less the said plat of Port LaBelle Unit 102.

Section 33: ALL; less and except Lots 19, 20, and 42 as shown on the plat of Subdivision of Section 33, TWP. 42 S. RGE. 30 E. as recorded in Plat Book 2, Page 126 of DeSoto County Records; also less the Right-of-way for State Road 80.

Section 34: ALL; less and except Lots 83, 84, 85, 312, 425 and 426 and Out Lot "F", as shown on the Plat of Goodno Subdivision as recorded in Plat Book 1, Page 1, Public Records of Glades County; also less the

EXHIBIT "A"

Ida H Brown Clerk of Courts, Glades County, Florida

Rights-of-way for State Road 80 and Ortona Road.

Section 35: ALL; less and except the right-of-way for State Road 80.

Section 36: ALL; less and except the right-of-way for State Road 80.

In Township 42 South, Range 31 East.

Section 30: ALL; lying South of the Caloosahatchee River (Canal 43).

Section 31: ALL; less and except the Right-of-way for State Road 80.

TOGETHER WITH

All those parcels of land lying in Hendry County, Florida, described as follows:

In Township 43 South, Range 30 East.

Section 1: ALL; less and except the Right-of-way for State Road 80.

Section 2: ALL; less and except the Right-of-way for State Road 80, and also less the Right-of-Way for Wellington Parkway as shown on the plat of Port LaBelle Unit 11 as recorded in Plat Book 4 at Page 29 of the Public Records of Hendry County, Florida.

Section 3: ALL; less and except the Right-of-way for State Road 80.

Section 4: ALL; less and except the Right-of-way for State Road 80.

Section 5: ALL; less and except the Right-of-way for State Road 80, and also less the Right-of-Way for Garden Road as shown on the plat of Port LaBelle Unit 17 as recorded in Plat Book 5 at Page 48 of the Public Records of Hendry County, Florida. Subject to a flowage easement adjacent to said Garden Road, for the lands to the South and West thereof.

Section 8: ALL lying East of the East boundary of the plat of Port LaBelle Unit 9 as recorded in Plat Book 3 at Page 144 of the Public Records of Hendry County, Florida; less and except Garden Road as shown on the said plat of Port LaBelle Unit 17 and on the plat of Port LaBelle Unit 18 as recorded in Plat

O.R. 155 PAGE 595

Ida H Brown Clerk of Courts, Glades County, Florida

Book 5 at Page 165 of the Public Records of Hendry County, Florida. Subject to a flowage easement adjacent to said Garden Road, for the lands to the South and West thereof.

Section 9: ALL.

Section 10: ALL.

Section 11: ALL; lying West of the West Right-of-Way Line of said Wellington Parkway.

Section 12: ALL lying northerly of the following described line: BEGINNING at the Northwest corner of TRACT "A-12" as shown on the plat of PORT LaBELLE UNIT 13 as recorded in Plat Book 4 at Page 55 of the Public Records of Hendry County, Florida; thence S11°14'31"E, along the West line of said TRACT "A-12" for 2618.69 feet; thence S10°49'42"W along the West line of said TRACT "A-12" for 868.19 feet to a point on the North Right-of-Way line of NORTHEAST BANYAN BOULEVARD as shown on the said plat of PORT LaBELLE UNIT 13 said point also being a point on a circular curve to the left having a radial bearing of S06°41'47"W, a radius of 1450.00 feet and a central angle of 04°50'09"; thence Westerly along the North Right-of-Way line of said NORTHEAST BANYAN BOULEVARD and along the arc of said curve for 122.38 feet to a point of tangency; thence N78°28'05"W, along the North Right-of-Way line of said NORTHEAST BANYAN BOULEVARD for 617.68 feet to a point on the Easterly boundary line of the plat of PORT LaBELLE UNIT 11 as recorded in Plat Book 4 at Page 29 of the Public Records of Hendry County, Florida. thence S11°31'55"W, along the Easterly boundary of the said plat of PORT LaBELLE UNIT 11 for 100.00 feet to a point on the Southerly Right-of-Way line of NORTHWEST BANYAN BOULEVARD as shown on the said plat of PORT LaBELLE UNIT 11; thence N78°28'05"W along a portion of the Southerly Right-of-Way line of said NORTHWEST BANYAN BOULEVARD for 735.00 feet to a point of curvature of a circular curve to the left, having a radius of 25.00 feet and a central angle of 90°00'00"; thence Westerly and Southwesterly along the arc of said curve for 39.27 feet; thence N78°28'05"W for 60.00 feet to the Northeasterly corner of LOT 1, BLOCK 2431 of the said plat of PORT LaBELLE UNIT 11; thence continue N78°28'05"W along the Southerly line of TRACT "A-14" of the said plat of PORT LaBELLE UNIT 11 for 598.65 feet to the Northeasterly corner of LOT 8 of said BLOCK 2431; thence N89°48'03"W,

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Ida H Brown Clerk of Courts, Glades County, Florida

radial to the next described curve and along the Northerly line of said LOT 8 for 125.00 feet to the Easterly Right-of-Way line of MILES PLACE said point also being a point on the arc of a circular curve to the left having a radius of 275.00 feet and a central angle of 00°11'57"; thence Southerly along the Easterly Right-of-Way line of said MILES PLACE and along the arc of said curve for 0.96 feet; thence due West for 50.00 feet to the Westerly Right-of-Way line of said MILES PLACE; thence due South along the Westerly Right-of-Way line of said MILES PLACE for 321.69 feet to the Northeasterly corner of LOT 20, BLOCK 2432 of the said plat of PORT LaBELLE UNIT 11; thence due West along the Northerly line of said LOT 20 for 135.00 feet to the Westerly line of TRACT "A-9" as shown on the said plat of PORT LaBELLE UNIT 11 and the Northwesterly corner of said LOT 20; thence due South for 35.00 feet to a point of curvature of a circular curve to the left having a radius of 260.00 feet and a central angle of 24°45'48"; thence Southeasterly along the arc of said curve for 112.37 feet to a point on the North line of the South 1/2 of Section 12, Township 43 South, Range 30 East, Hendry County, Florida; thence S89°18'03"W along the North line of the South 1/2 of said Section 12 for 261.46 feet to the Easterly line of BLOCK 2433 of the said plat of PORT LaBELLE UNIT 11 and a point on the arc of a circular curve to the left having a radius of 260.00 feet and a central angle of 46°08'22"; thence Northwesterly and Westerly along the Easterly line of said BLOCK 2433 and along the arc of said curve for 209.37 feet to a point of tangency; thence due West along portions of the Northerly line of said BLOCK 2433 for 660.00 feet; thence N52°49'47"W along the Northeasterly line of LOT 29 of said BLOCK 2433 for 47.94 feet; thence S77°00'04"W radial to the next described curve and along the Northerly lines of LOTS 29 and 28 of said BLOCK 2433 for 146.45 feet to the Easterly Right-of-Way line of JONQUIL DRIVE as shown on the said plat of PORT LaBELLE UNIT 11 and a point on the arc of a circular curve to the right having a radius of 230.00 feet and a central angle of 12°59'56"; thence Southerly along the Easterly line of said JONQUIL DRIVE and along the arc of said curve for 52.18 feet to a point of tangency; thence due South along the Easterly Right-of-Way line of said JONQUIL DRIVE for 79.29 feet to the Northerly Right-of-Way line of BOCA CIRCLE as shown on the said plat of PORT LaBELLE UNIT 11 and the Southwesterly corner of said LOT 28; thence due West for 60.00 feet to the Westerly Right-of-Way line of said JONQUIL DRIVE; thence due South along

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lora H Brown Clerk of Courts, Glades County, Florida

the Westerly Right-of-Way line of said JONQUIL DRIVE for 10.71 feet to the Northeasterly corner of LOT 14 of said BLOCK 2433; thence due West along the Northerly line of said LOT 14 for 135.00 feet to the Northwesterly corner of said LOT 14 and the Easterly line of said TRACT "A-9"; thence N87°32'23"W for 374.76 feet to the most Northerly corner of LOT 7, BLOCK 2438 as shown on the said plat of PORT LaBELLE UNIT 11; thence S66°55'02"W along the Northwesterly line of said LOT 7 for 177.15 feet to the Northerly line of LOT 6 of said BLOCK 2438; thence due West along the Northerly line of said BLOCK 2438 for 457.62 feet to the Easterly Right-of-Way line of said NORTHWEST BANYAN BOULEVARD; thence continue due West for 100.00 feet to a point on the Westerly Right-of-Way line of said NORTHWEST BANYAN BOULEVARD and the Northeasterly corner of BLOCK 2442 as shown on the said plat of PORT LaBELLE UNIT 11; thence continue due West for 485.00 feet; thence N53°20'55"W for 52.68 feet to a point of curvature of a circular curve to the left having a radius of 195.00 feet and a central angle of 11°41'38"; thence Northwesterly along the arc of said curve for 38.27 feet to the Westerly line of LOT 66 of said BLOCK 2442 (the last three courses being coincident with the Northerly line of said BLOCK 2442; thence due South radial to the next described curve and along the Westerly line of said LOT 66 for 186.14 feet to the Northerly Right-of-Way line of WEST VISCAYA COURT as shown on the said plat of PORT LaBELLE UNIT 11, and a point on the arc of a circular curve to the left having a radius of 25.00 feet and a central angle of 79°50'09"; thence Northwesterly along the arc of said curve for 34.83 feet to a point of reverse curvature of a circular curve to the left having a radius of 60.00 feet and a central angle of 202°17'11"; thence Northwesterly, Westerly, Southwesterly, Southerly and Southeasterly along the Northerly Right-of-Way line of said WEST VISCAYA COURT and along the arc of said curve for 211.83 feet to the Southeasterly corner of LOT 63 of said BLOCK 2442; thence S57°32'57"W along the Southeasterly line of said LOT 63 for 100.23 feet to the Southwesterly line of said LOT 63; thence N34°49'06"W along the Southwesterly line of said LOT 63 for 104.72 feet to the Northeasterly corner of LOT 48 of said BLOCK 2442; thence due West along the Northerly line of said LOT 48 for 101.68 feet to the Northwesterly corner of said LOT 48; thence S67°22'42"W for 51.79 feet to the Northeasterly corner of LOT 47 of said BLOCK 2442; thence S64°32'00"W along the Northwesterly line of said LOT 47 for 107.28 feet

O.R. 1 15 PAGE 598

Ida H Brown Clerk of Courts, Glades County, Florida

to the Westerly line of said LOT 47; thence due South 118.95 feet to the Northeasterly corner of LOT 45 of said BLOCK 2442; thence due West along the Northerly line of LOTS 42 through 45 of said BLOCK 2442 and along the Westerly prolongation of the Northerly line of said LOT 42 for 557.95 feet to the Easterly Right-of-Way line of WELLINGTON PARKWAY as shown on the said plat of PORT LaBELLE UNIT 11 and the POINT OF TERMINATION. Less said Wellington Parkway. Subject to a flowage easement for the lands in said Port LaBelle Unit 11 and Port LaBelle Unit 10 as recorded in Plat Book 4 at Page 17 of the Public Records of Hendry County, Florida.

Section 13: All lying West of the West boundary line and south of the South boundary line of the plat of Port LaBelle Unit 37 as recorded in Plat Book 6 at Page 5 of the Public Records of Hendry County, Florida.

Section 14: ALL lying West of the West Right-of-Way line of Wellington Parkway as shown on the plat of Port LaBelle Unit 10 as recorded in Plat Book 4 at Page 17 of the Public Records of Hendry County, Florida.

Section 15: ALL.

Section 16: ALL.

Section 17: ALL lying East of the plat boundary line of Port LaBelle Unit 8 as recorded in Plat Book 3 at Page 131 of the Public Records of Hendry County, Florida and lying South of the Plat boundary line of Port LaBelle Unit 9 as recorded in Plat Book 3 at Page 144 of the Public Records of Hendry County, Florida.

Section 18: ALL lying East of the plat boundary line of said Port LaBelle Unit 8.

Section 21: ALL, lying East of the West Right-of-Way line of the abandoned Seaboard Coast Line Railroad.

Section 22: ALL.

Section 23. ALL.

Section 24: ALL.

Section 25: ALL.

Section 26: ALL.

Section 27: ALL.

O.R. 125 PAGE(S) 599

lora H Brown Clerk of Courts, Glades County, Florida

OFF REC 0523 PAGE 1167

Section 28: ALL, lying East of the West Right-of-Way line of the abandoned Seaboard Coast Line Railroad.

Section 29: ALL, lying East of the West Right-of-Way line of the abandoned Seaboard Coast Line Railroad.

Section 35: ALL.

OFF REC 0527 PAGE 072

Section 36: ALL.

In Township 43 South, Range 31 East.

Section 6: All lying West of Canal No. 3, subject to a flowage easement for the lands in Port LaBelle Unit 10 as recorded in Plat Book 4 at Page 17 of the Public Records of Hendry County, Florida, and also in Port LaBelle Unit 11 as recorded in Plat Book 4 at Page 29 of the Public Records of Hendry County, Florida, less and except the right-of-way for State Road 80.

Section 7: All lying West of Canal No. 3 and North of Banyan Boulevard (NE and NW Banyan Boulevard) as shown on the plat of Port LaBelle Unit 13 as recorded in Plat Book 4 at Page 55 of the Public Records of Hendry County, Florida, and also shown on the said plat of Port LaBelle Unit 11. Subject to a flowage easement for the lands in said Port LaBelle Unit 10, and also in said Port LaBelle Unit 11.

Section 18: ALL, lying South of the Plat boundary line of Port LaBelle Unit 12 as recorded in Plat Book 4 at Page 42 of the Public Records of Hendry County, Florida.

Section 19: ALL, lying South of the Plat boundary line of Port LaBelle Unit 12 as recorded in Plat Book 4 at Page 42 of the Public Records of Hendry County, Florida.

Section 20: ALL.

Section 29: ALL.

Section 30: ALL.

Section 31: ALL.

Section 32: ALL.

O.R. 155 PAGE 600

Said lands situate, lying and being in Glades and Hendry Counties, Florida.

All of the above subject to easements for existing Canals No. 1 through No. 4, and also subject to eight United States Corps of Engineers (USCOE) spoil easements lying southerly of the

Ida H Brown Clerk of Courts, Glades County, Florida

[redacted] Caloosahatchee Ri[redacted], and also subject to [redacted]y other existing Rights-of-Way, easements, restrictions and/or reservations of record.

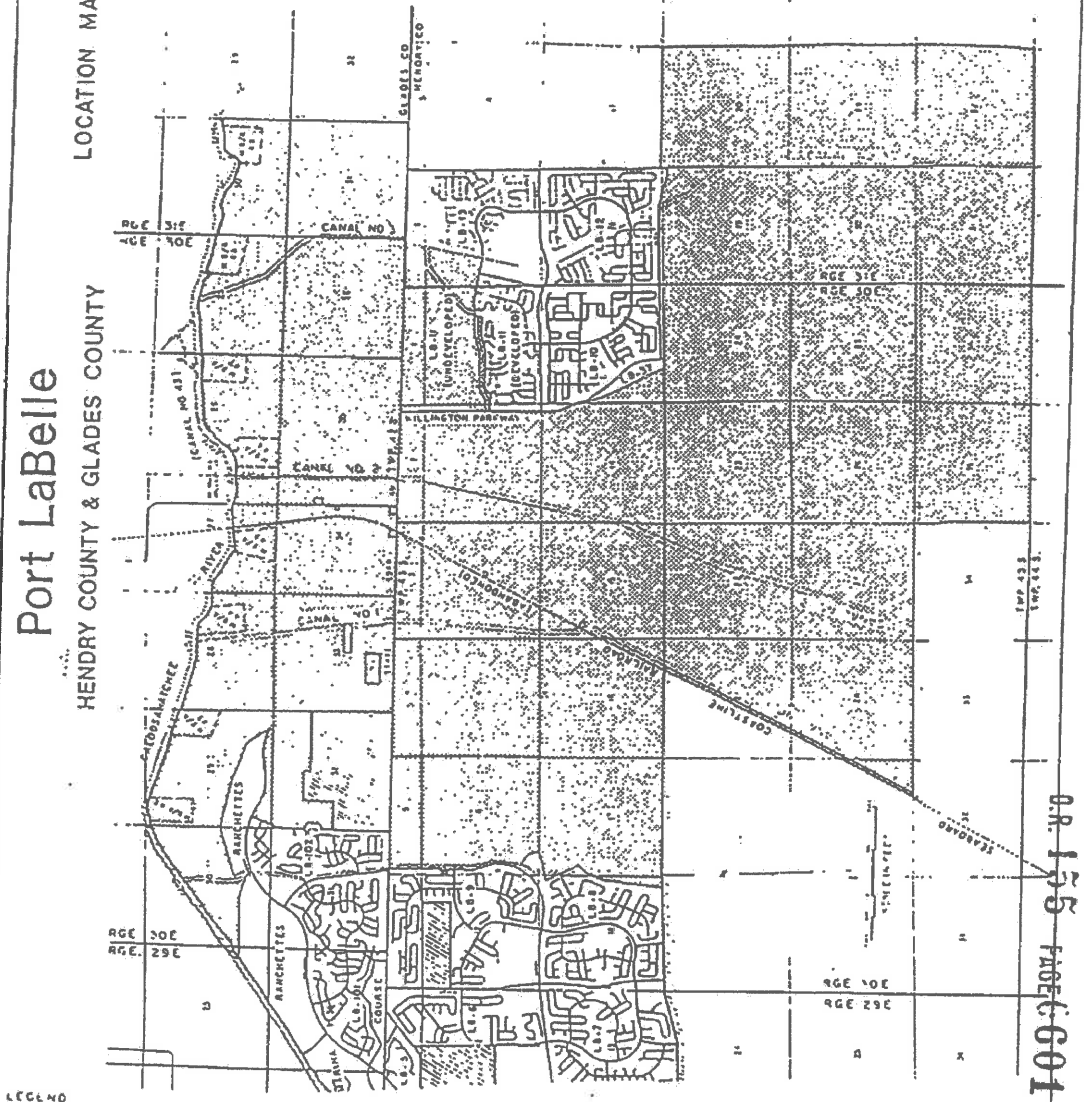
OFF REC 0527 PAGE 0728

ATLANTIC GULF COMMUNITIES

2601 SOUTH BAYSHORE DRIVE, MIAMI, FLORIDA 33133

OFF REC 0523 PAGE 1168

PORT LABELLE AGRICULTURAL AREA



LB-AGRIC.LEC 10/5/93

Sheet 8 of 8

OR 155 PAGE 001

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JOE FLINT
CLK. CIR. CT.
GLADES COUNTY, FL.
BY _____ D.C.

113994

Return:

THIS INSTRUMENT PREPARED BY:

Joel D. Kopelman, Esq.
Navon, Kopelman & O'Donnell, P.A.
2699 Stirling Road, Suite B100
Fort Lauderdale, FL 33312

PENINSULA STATE TITLE
18401 MURDOCK CIRCLE
PORT CHARLOTTE, FL 33948

Grantee's Tax Identification No. _____
Parcel Identification No. _____

GLADES COUNTY FLORIDA

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and entered this 15 day of December, 1997 by **ATLANTIC GULF COMMUNITIES CORPORATION**, a Delaware corporation, and having its principal place of business at 2601 South Bayshore Drive, Miami, Florida 33133-5461, hereinafter called the "Grantor", to **DWAYNE A. HOUSE**, whose address is 613 Northwest 7th Street, Miami, Florida 33136, hereinafter called the "Grantee":

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate in Glades County, Florida, more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "Property"):

This Deed is executed subject to the following:

(a) ad valorem real estate taxes and special assessments for 1998 and subsequent years;

(b) all laws, ordinances, and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations;

(c) restrictions, reservations, easements, covenants, agreements, limitations and other matters appearing of record;

(d) any matters which an accurate survey of the Property might disclose;

(e) See **Exhibit "B"** attached hereto and made a part hereof.

10850.00
Documentary Tax Paid $ _____
Intangible Tax Paid $ _____
JOE FLINT, CLERK OF THE CIRCUIT COURT, GLADES CO.
By _____ Deputy Clerk

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, THE SAME IN FEE SIMPLE FOREVER.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by and through the Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

ATLANTIC GULF COMMUNITIES, INC., a Delaware corporation

By: _____
[illegible] Pertig, Senior Vice President

(Corporate Seal)

REC 171 PAGE 0374

\\Host\JDK\Atlantic Gulf\Labelle\House\special warranty deed - basin.wpd

STATE OF FLORIDA)
)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 15th day of December, 1997, by Jay C. Fertig, Senior Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation, on behalf of the corporation. He is personally known to me.

Notary Public, State of Florida
Print Name: BRIAN E. BOMSTEIN

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
BRIAN E. BOMSTEIN
COMMISSION # CC 671529
EXPIRES SEP 25, 2001
BONDED THRU
ATLANTIC BONDING CO., INC.

EF
REC 1711 PAGE 0975

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, 615.62 feet to the Easterly right-of-way line of Canal C-3 and to a point on a curve concave Southwesterly having a radius of 2,307.01 feet; thence run Northerly along said Easterly right-of-way line, an arc distance of 1,709.56 feet, through a central angle of 42°27'29" to the Point of Tangency thereof; thence N46°41'27"W, 1,578.38 feet; thence N20°48'31"W, 2,704.99 feet, to the Southerly right-of way line of the Caloosahatchee River (C-43) as now exists; thence Easterly along said Southerly right-of way line, the following courses and distances, N67°34'18"E, 59.30 feet; thence S76°44'44"E, 848.64 feet; thence S13°15'16"W, 40.00 feet; thence S76°44'44"E, 90.00 feet; thence N13°15'16"E, 40.00 feet; thence S76°44'44"E, 2,326.61 feet; thence S86°47'40"E, 1,670.04 feet; thence S61°54'05"E, 280.00 feet; thence N28°06'14"E, 129.94 feet; thence S86°47'40"E, 1,682.24 feet; thence N83°55'21"E, 900.69 feet to the Point of Curvature of a curve concave Southerly, having a radius of 890.00 feet; thence run Easterly along the arc of said curve 204.24 feet through a central angle of 13°08'54" to the East line of said Section 30; thence S00°31'07"E, along said East line of Section 30, 1,633.14 feet; thence S00°09'09"W, to the Southeast corner of said Section 30, 932.14 feet; thence S00°25'52"W, along the East line of Section 31, 1,871.21 feet to the Point of Beginning.

REC 1171 PAGE 0276

Exhibit A
Page 1 of 4

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.

RECORDED IN OFFICIAL RECORDS BOOK 171 PAGE 0377

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.

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Pg 394

Page 4 of 4

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.

EXHIBIT "B"

The Grantee, by the acceptance of this Special Warranty Deed does hereby agree to be bound by all of the terms and provisions of that certain Department of the Army Consent to Easement to use Corps of Engineers Right-of-Way, dated July 17, 1995, being Consent No. DACW 17-9-95-0067, a copy of which is attached to this Special Warranty Deed as **Exhibit "C"** and made a part hereof.

Grantee, by the acceptance of this Special Warranty Deed (the "Deed") does hereby acknowledge that the real property described in Exhibit "A" to the Deed (the "Property") is by this Deed made subject to the following covenants and conditions, all of which are and shall be deemed covenants running with the Property and covenants imposed on the Property and Grantee and its successors, its assigns and all future owners of the Property in favor of Grantor, its successors and assigns, and such covenants and conditions are specifically enforceable by Grantor, and its successors and assigns:

1. All development of the Property shall be consistent with, permitted by, and in compliance with the Port LaBelle DRI Development Order issued by Glades County, Florida, as amended by Resolution 94-48 of the Board of County Commissioners of Glades County, Florida (the "Development Order") to the extent that the Development Order is applicable with respect thereto; and

2. Grantee shall not change, amend or otherwise modify the Development Order or seek to change, amend or modify the Development Order in any manner which (i) would trigger or subject property encumbered by the Development Order, other than the Property, to undergo a review under either Section 380 (as amended from time to time) or Section 163 (as amended from time to time), Florida Statutes; (ii) cause any loss or modification of any vested rights of any type or nature now held with respect to any property subject to and governed by the Development Order, other than the Property; or (iii) cause any property subject to or governed by the Development Order, other than the Property to become subject to any governmental or quasi-government comprehensive plan requirements, concurrency requirements, impositions, exactions (monetary or otherwise) not burdening such property as of September 24, 1997.

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EXHIBIT "C" (6 pages)

DEPARTMENT OF THE ARMY
CONSENT TO EASEMENT
TO USE CORPS OF ENGINEERS RIGHT-OF-WAY

Consent No. DACW[redacted]
Project: Intracoastal Waterway-Tributary Channel, Okeechobee Waterway, Glades County, Florida
Tract No. 1802E

THIS CONSENT TO EASEMENT AGREEMENT, made by and between the UNITED STATES OF AMERICA, DEPARTMENT OF THE ARMY, hereinafter referred to as the "Government", acting by and through the Chief, Real Estate Division, U.S. Army Corps of Engineers, Jacksonville District, hereinafter referred to as "said officer," and Atlantic Gulf Communities, Corporation, 1900 Southeast Port St. Lucie Boulevard, Port St. Lucie, Florida 34952, hereinafter referred to as the "Grantee":

WHEREAS, the Government has acquired a right-of-way easement over the above-numbered tract of land, which easement, by its terms, reserves to the Government, in perpetuity, the right to use said easement for the construction, improvement, and maintenance of the Intracoastal Waterway-Tributary Channel, Okeechobee Waterway, Glades County, Florida; and

WHEREAS, the Grantee has requested permission to install, use, repair, replace, remove and modify an outfall structure in, on, across, over, and under a portion of the lands identified as Basin-1, Tract No. 1802E, Section 30; Township 42 South, Range 31 East, Glades County, Florida: The area comprising 0.01 of an acre, more or less, is shown hatchured on Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, this consent is granted and accepted under the following conditions:

1. That it is understood that this consent is effective only insofar as the property rights of the Government in the land to be occupied are concerned, and that it does not relieve the Grantee from the necessity of obtaining grants from the owners of the fee and/or other interests, therein, nor does it obviate the requirement that the Grantee obtain State or local assent required by law for the activity authorized herein.

2. That any proposed improvements or use authorized herein shall not be commenced until appropriate rights shall have been obtained by the Grantee from the record owners and encumbrancers of the fee title to the lands involved, or until the Grantee has obtained all Federal, State, or local permits required by law.

3. That the proposed improvements or use authorized herein shall

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be consistent with the terms and conditions of this Consent; and that any improvements or use not specifically identified and authorized shall constitute a violation of the terms and conditions of this Consent which may result in a revocation of this Consent and in the institution of such legal proceedings as the Government may consider appropriate, whether or not this Consent has been revoked or modified.

4. That the exercise of the privileges hereby consented to shall be without cost or expense to the Government and under the supervision of and subject to the approval of the said officer having immediate jurisdiction over the property and subject to such regulations as he may from time to time prescribe, including, but not limited to, the specific conditions, requirements, and specifications set forth in paragraph 14 below.

5. That the Grantee shall supervise and maintain the said improvements and cause it to be inspected at reasonable intervals, and shall immediately repair any damage found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said improvements or the making of any repairs thereto, the premises shall be restored immediately by the Grantee, at the Grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of said officer.

6. That any property of the Government damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to the satisfaction of the said officer, or in lieu of such repair or replacement, the Grantee shall, if so required by said officer and at his option, pay to the Government an amount sufficient to compensate for the loss sustained by the Government by reason of damage to or destruction of Government property.

7. That the Government shall not be responsible for damages to the property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Grantee, or for damages to the property or injuries to the person of the Grantee, or the persons of Grantee's officers, agents, servants, or employees, or others who may be on said premises at the invitation of the Grantee or the invitation of one of them, arising from Governmental activities on or in the vicinity of the said premises, and the Grantee shall hold the Government harmless from any and all claims.

8. That the Government shall in no case be liable for any damage to any improvements herein authorized which may be caused by any action of the Government, under the rights obtained in its easements, either hidden or known, or that may result from the future operations undertaken by the Government, and no claim or

1171 0382

right to compensation shall accrue from such damage, and if further operations of the Government require the alteration or removal of any improvements herein authorized, the Grantee shall, upon due notice, from said officer, alter or remove said improvements without expense to the Government and subject to the supervision and approval of the said officer and no claim for damages shall be made against the Government on account of such alterations or removal.

9. That construction and/or operation, maintenance, and use of any improvements incident to the exercise of the privileges herein granted shall be in such a manner as not to conflict with the rights of the Government, nor to interfere with the operations by the Government under such rights nor to endanger lives and safety of the public.

10. That this Consent may be terminated by the Government or said officer upon reasonable notice to the Grantee if the Government or said officer shall determine that any improvements or use to which consent is herein granted interferes with the use of said land or any part thereof by the Government, and this Consent may be annulled and forfeited by the declaration of the Government or said officer for failure to comply with any or all of the provisions and conditions of this Consent, or for nonuse for a period of two (2) years, or for abandonment.

11. That upon relinquishment, termination, revocation, forfeiture, or annulment of this Consent, the Grantee shall vacate the premises, remove all property of the Grantee therefrom, and restore the premises to a condition satisfactory to the said officer. If the Grantee shall fail or neglect to remove the said property and so restore the premises, then at the option of the Government or said officer, the said property shall either become the property of the Government without compensation therefor, or the Government or said officer, may cause it to be removed, and the premises to be so restored at the expense of the Grantee, and no claim for damages against the Government, or its officer or agents, shall be created by or made on account of such removal and restoration.

12. That the Grantee within the limits of his respective legal powers shall comply with all Federal, interstate, State, and/or local governmental regulations, conditions, or instructions for the protection of the environment and all other matters as they relate to real property interests granted herein.

13. That the Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify the District Engineer, Jacksonville District, Post Office Box

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4970, Jacksonville, Florida 32232-0019, and the site and the material shall be protected by the Grantee from further disturbance until a professional examination of them can be made or until a clearance to proceed is authorized by the District Engineer.

14. That construction shall be in accordance with the drawings attached hereto and made a part hereof as Exhibit "B" and to Department of the Army Permit No. [redacted], incorporated herein by reference.

15. That this Consent may not be transferred to a third party without the prior written notice to the Chief, Real Estate Division, U.S. Army Corps of Engineers, Jacksonville District, Post Office Box 4970, Jacksonville, Florida 32232-0019, and by the transferree's written agreement to comply with and be bound by all the terms and conditions of this Consent. In addition, if the Grantee transfers the improvements authorized herein by conveyance of realty, the deed shall reference this Consent and the terms and conditions herein and the Consent shall be recorded along with the deed in the Registrar of Deeds or with other appropriate official.

This Consent is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand, by authority of the Secretary of the Army, this 17th day of July, 1995.

UNITED STATES OF AMERICA

BY: Marsha F. Chivington

MARSHA F. CHIVINGTON
Acting Chief, Real Estate Division
U.S. Army Engineer District
Jacksonville, Florida

AGREED TO AND ACCEPTED

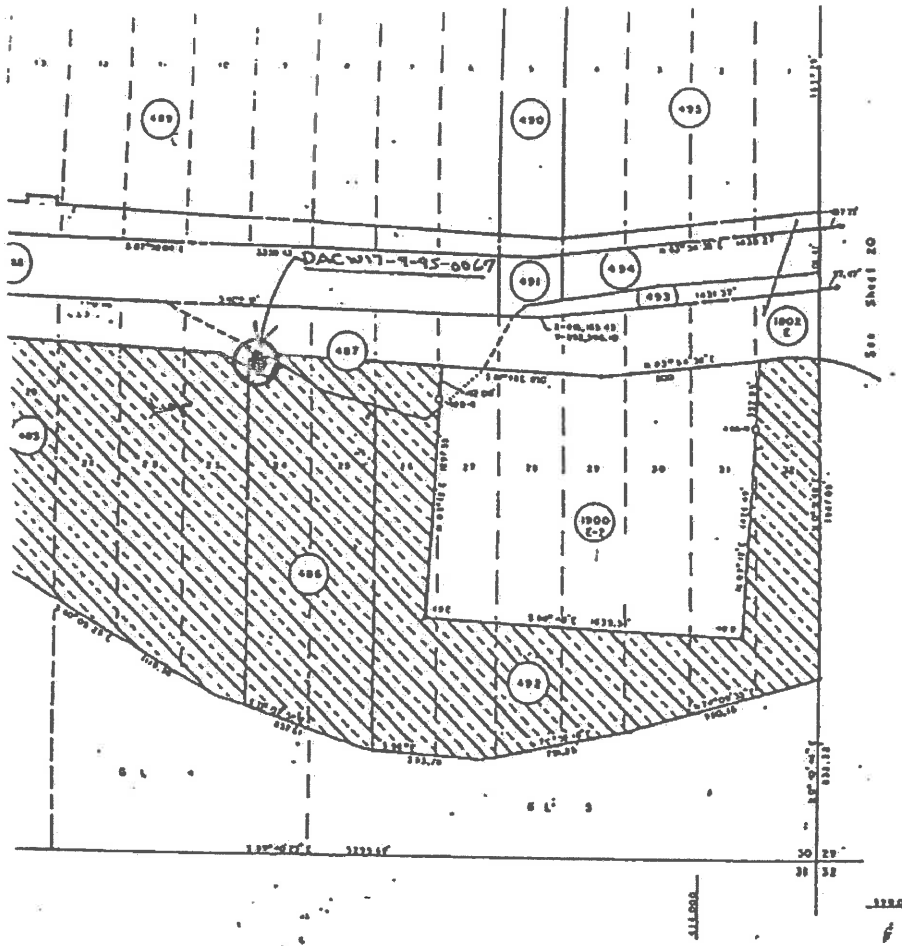
BY: [signature]

[signature]
Witness

Deborah L Fisher
Witness

REC'D FOR REC 1171 PAGE 0364

OFF REC 171 PAGE 0385



NOTE:
1. BEARINGS AND DISTANCES ON THIS SHEET ARE BASED ON THE MERCATOR GRID SYSTEM FOR THE EAST ZONE OF FLORIDA UNLESS FOLLOWED BY A (T), WHICH INDICATES A TRUE BEARING.
2. THIS SHEET IS BASED ON CORP MAPS AND SURVEYS AND MAY DIFFER SLIGHTLY FROM OLDER DEED CALLS.

PRELIMINARY

PROJECT MAP

DEPT. OF THE ARMY

USING SERVICE CIVIL

LOCATION OF PROJECT

STATE FLORIDA
COUNTY GLADES
DIVISION SOUTH ATLANTIC
DISTRICT JACKSONVILLE
ARMY AREA THIRD
11 MILES W OF MOOREHAVEN
11 MILES E OF LA BELLE

TRANSPORTATION FACILITIES

RAILROADS
STATE ROADS 78 & 80
FEDERAL ROADS
AIR LINES

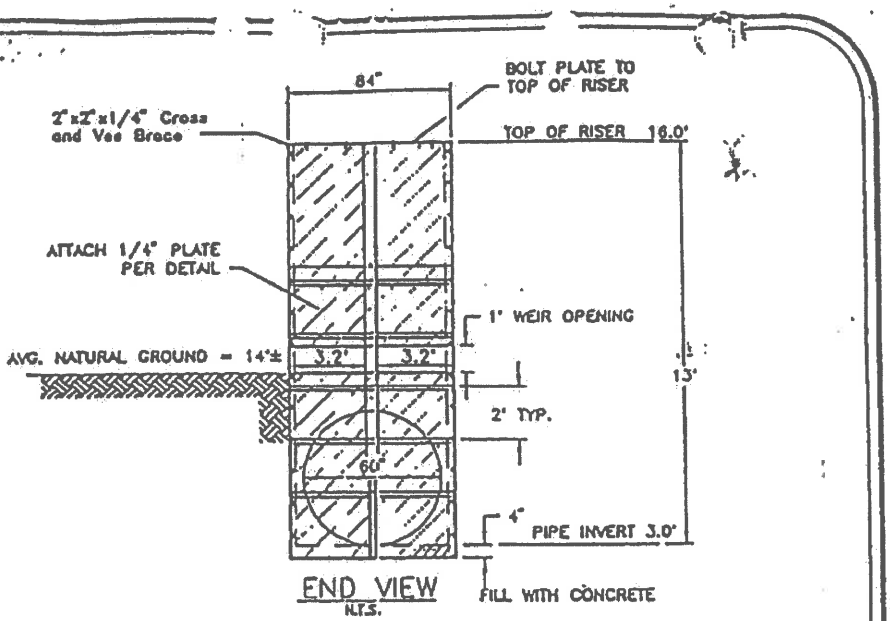
SEGMENT 19

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT, CORPS OF ENGINEERS
JACKSONVILLE, FLORIDA

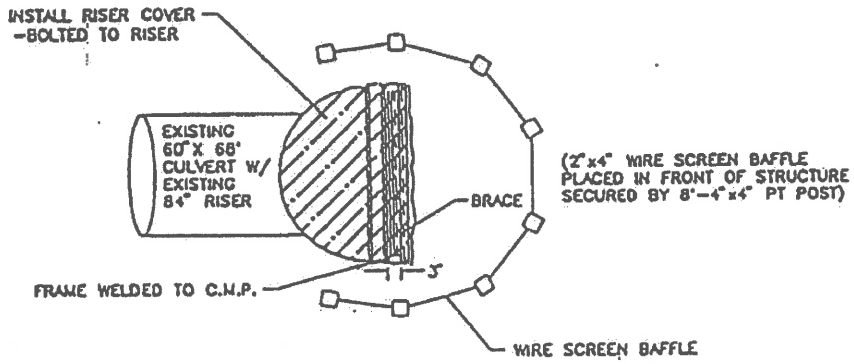
DRAWN BY R.F. Allen
TRACED BY
CHECKED BY
SUBMITTED BY

REAL ESTATE
INTRACOASTAL WATERWAY — TRIBUTARY CHANNEL
OKEECHOBEE WATERWAY
GLADES COUNTY

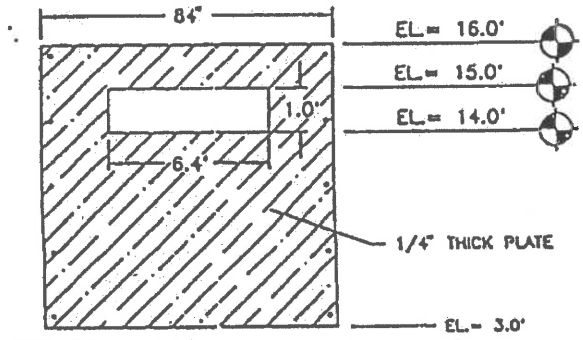
EXHIBIT "A"



END VIEW
N.T.S.



PLAN VIEW
N.T.S.



BOLT PLATE TO FACE RISER INSERTING MASTIC SEAL BETWEEN PLATE AND RISER.

RECTANGULAR ORIFICE DETAIL
N.T.S.

BASIN 1 DISCHARGE STRUCTURE

DATE: 12-07-94
JOB# 9266.01.4
DWG# BASIN1DS

B.S.E. CONSULTANTS, INC.

U. S. Army Corps of Engineers
Corps File # 1993-000-41
Page 57 of 57 Date MAY 25 '95

REC'D MAY 1 1995
PAGE 0386

ACKNOWLEDGMENT OF GRANTEE

The Grantee, by acceptance and execution of this Special Warranty Deed (the "Deed") hereby acknowledges and agrees to be bound by all of the terms and provisions of that certain Department of the Army Consent to Easement to use Corps of Engineers Right-of-Way, July 17, 1995, being Consent No. DACW [redacted], a copy of which is attached to this Deed as Exhibit "C"

IN WITNESS WHEREOF, the undersigned has executed this Acknowledgment of Grantee this 17 day of December, 1997.

Signed, sealed and delivered
in the presence of:

Print Name: Hannah Wilson

Print Name: JOHN F. HEALY

Dwayne A. House

STATE OF FLORIDA)
)ss:
COUNTY OF Dade)

The foregoing instrument was acknowledged before me this 17 day of December, 1997 by Dwayne A. House, who is personally known to me or has produced Driver License as identification.

Notary Public

Hannah L. Wilson
Print Name

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
HANNAH L WILSON
COMMISSION NUMBER
CC525713
MY COMMISSION EXPIRES

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\\Host\UDK\Atlantic Gulf\Labelle\House\special warranty deed - basin.wpd

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 N 1°08'28" E along the West Line of Drainage Easement No. 1 and its southerly extension for a distance of 61.44 feet; thence N 7°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 142, 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 N 0°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°46'33" 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 N 0°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 S 9°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 S 0°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 } SS
COUNTY OF DADE }

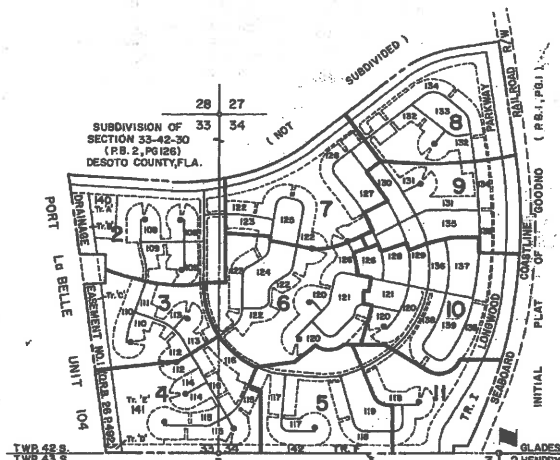
I, the undersigned Professional Land Surveyor, hereby certify that the dimensions and drawings as shown on the attached plat are true and correct to the best of knowledge and belief as recently computed and drawn under my direction and supervision.
Dated this 22 day of January, 1980.

CAS ENGINEERING
Consulting Engineers
Coral Gables, Florida.

ROBERT C. LITTLE
Professional Land Surveyor No. 1786
State of Florida

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 89-113, 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

1000 500 0 1000 2000
SCALE IN FEET
1" = 1000'

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA } SS
COUNTY OF DADE }

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 6 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 8 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 } SS
COUNTY OF DADE }

Before me personally appeared Jack O'Neal and Saul 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 8 day of April, AD 1980

My Commission Expires: July 23, 1981

Notary Public, State of Florida at Large

CERTIFICATE OF SURVEYOR

STATE OF FLORIDA } SS
COUNTY OF }

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.

Professional Land Surveyor No. 1664 State of Florida
GENERAL DEVELOPMENT ENGINEERING COMPANY

Date of Survey: APRIL 1980

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 7 day of June, AD. 1980.

Approved: Vann Stalter
Chairman, Board of County Commissioners

James N. Brooms
County Engineer

Glen Hunter
Vice Chairman of the Planning Board

Norman Waldron
County Planning Director

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA } SS.
COUNTY OF GLADES }

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 12 day of June, AD. 1980.

Harry L. Beck
Clerk
Glades County, Florida

By: _____
Deputy Clerk

GENERAL DEVELOPMENT ENGINEERING COMPANY
Miami, Florida

SHEET 1 OF 11 SHEETS

596 TOTAL NO. LOTS 98

APPROVAL:
G. Patrick Sattler
LEGAL Jan
ENVIRONMENTAL
UTILITIES MK

DRAWN BY P. LOPEZ
CHECKED BY PM
APPROVED BY PM

FORM: GDC-LB-GLADES, FEB. 1979 PP.

LB-105 5

Port La Belle Unit 105

GLADES COUNTY, FLORIDA

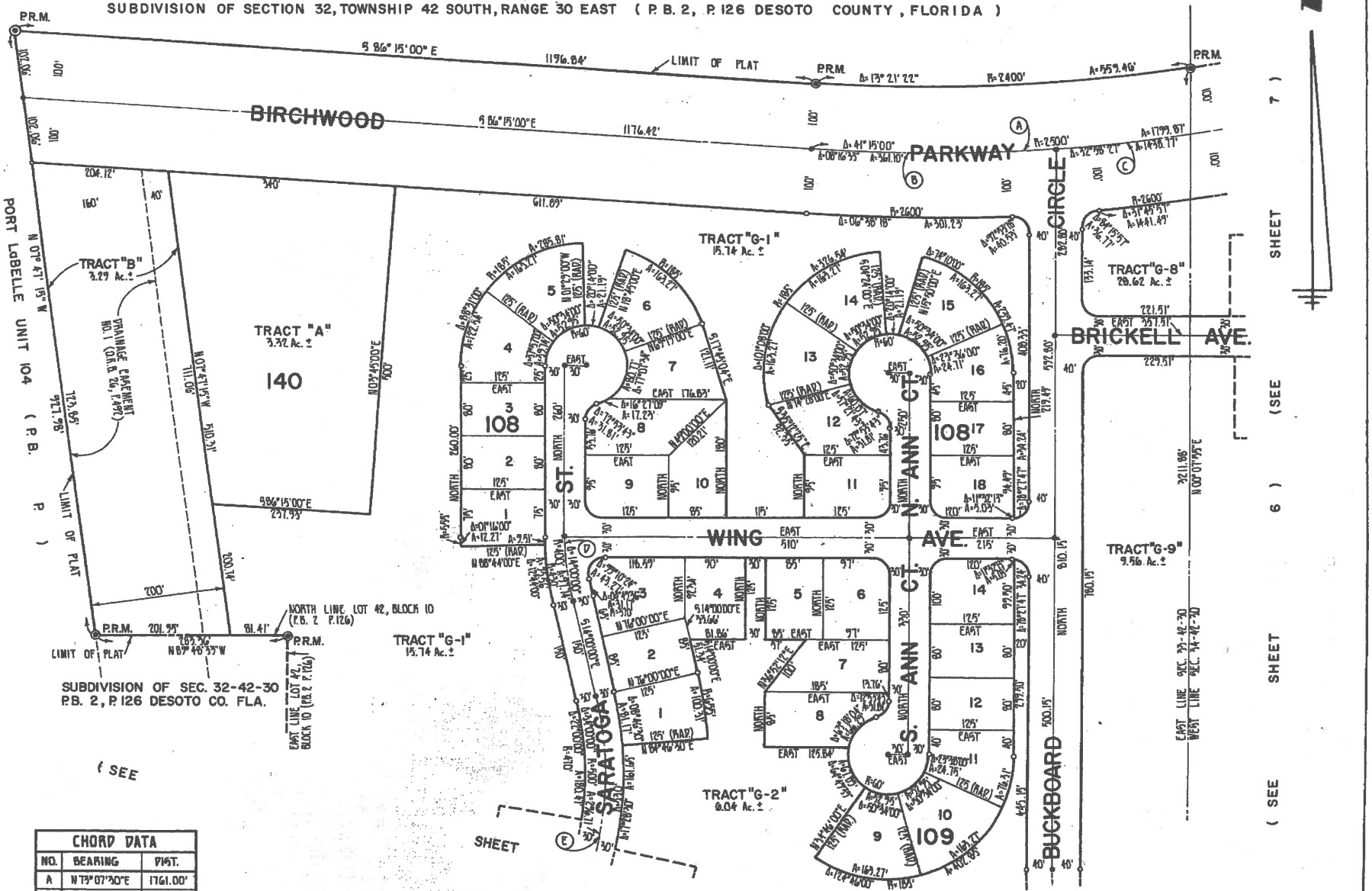
SHEET 2 OF 11 SHEETS

PLAT BOOK 3
PAGE 159

100 50 0 100 200 300

SCALE IN FEET
1" = 100'

SUBDIVISION OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 30 EAST (P.B. 2, P. 126 DESOTO COUNTY, FLORIDA)



CHORD DATA		
NO.	BEARING	DIST.
A	N 73° 07' 30" E	1761.00'
B	N 89° 36' 43" E	360.79'
C	N 68° 59' 13" E	1418.77'
D	N 01° 00' 00" W	77.45'
E	S 01° 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, 59

Port La Belle Unit 105

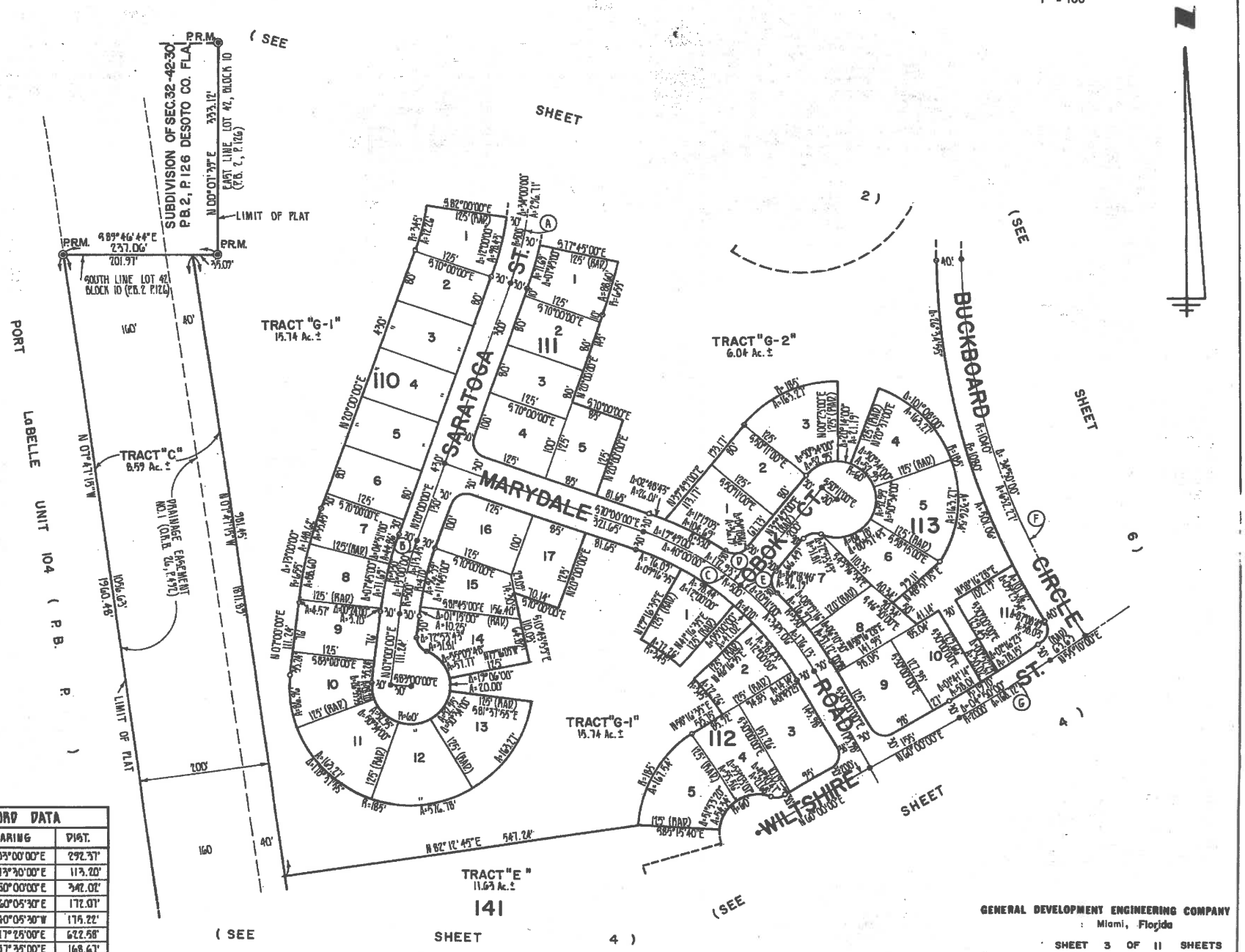
GLADES COUNTY, FLORIDA

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	292.71'
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	176.22'
F	S 17°25'00"E	622.58'
G	N 57°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

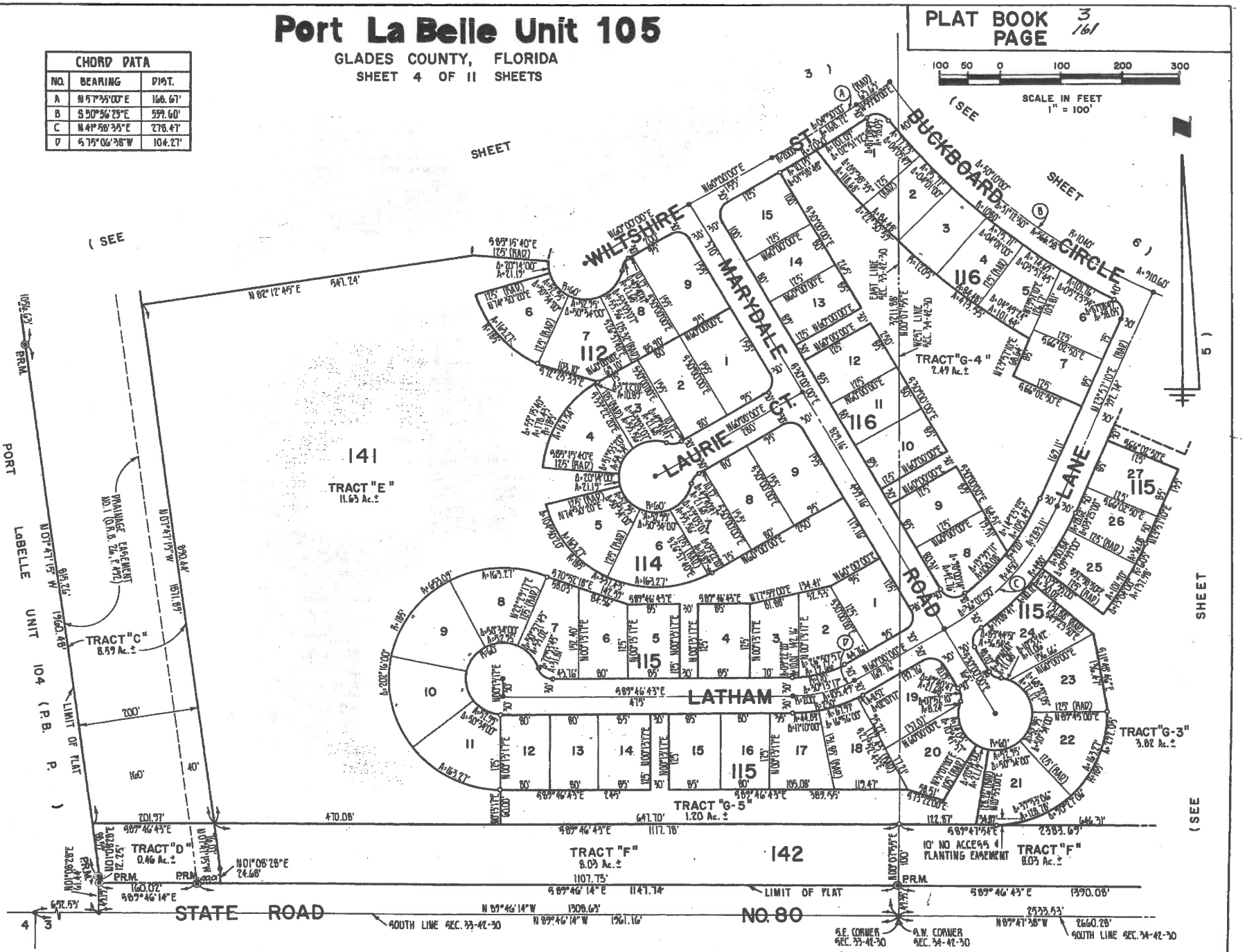
Port La Belle Unit 105

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	278.47'
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° 24' 25" E	599.60'
B	S 59° 55' 00" E	881.79'
C	N 75° 31' 25" W	342.45'
D	N 61° 07' 30" E	342.53'
E	N 73° 17' 30" E	259.91'
F	N 53° 07' 30" E	1660.77'
G	S 41° 23' 57" E	147.22'
H	S 13° 52' 30" E	54.51'
I	S 20° 42' 57" E	183.96'
J	S 56° 13' 57" E	171.40'

100 50 0 100 200 300

SCALE IN FEET
1" = 100'

(SEE SHEET 6)

(SEE SHEET 4)

(SEE SHEET 7)

(SEE SHEET 11)

(SEE SHEET 11)

TRACT "G-8"
26.62 Ac.±

TRACT "G-7"
0.07 Ac.±

TRACT "G-6"
5.49 Ac.±

TRACT "G-3"
3.82 Ac.±

TRACT "F"
8.03 Ac.±

BUCKBOARD CIRCLE

GOLDCUP LANE

CHIERO

CHESTER TERR.

WAY

115

117

118

119

142

10' NO ACCESS & PLANTING EASEMENT

10' NO ACCESS & PLANTING EASEMENT

STATE ROAD 80

LIMIT OF PLAT

SOUTH LINE SEC. 34-42-30

(NOT SUBDIVIDED)

CALCULATED BY RCL
DRAWN BY P. LOPEZ
CHECKED BY RCL
APPROVED BY PM

GENERAL DEVELOPMENT ENGINEERING COMPANY
Miami, Florida
SHEET 5 OF 11 SHEETS
57 LOTS THIS SHEET

LB- 105

Port La Belle Unit 105

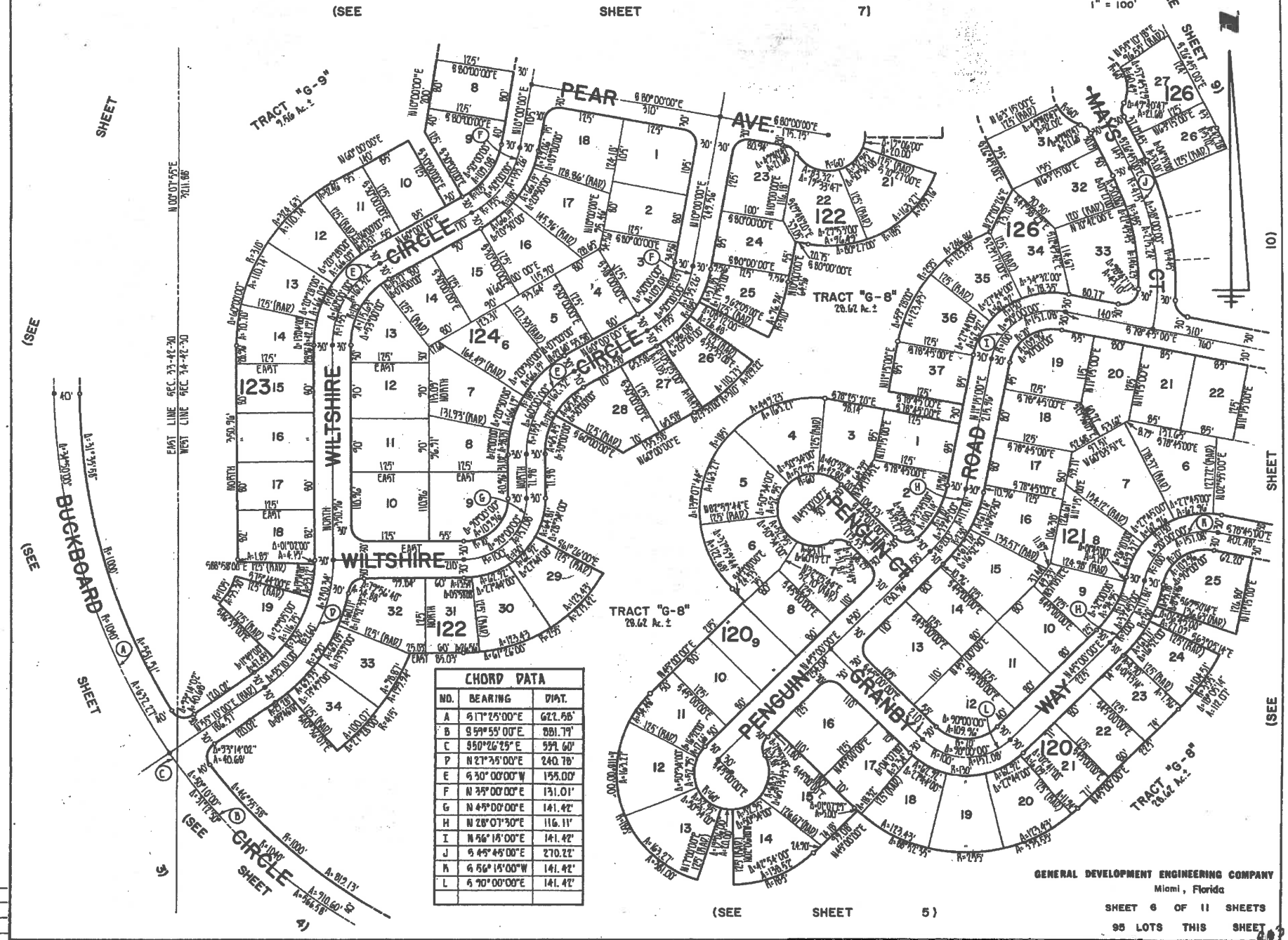
GLADES COUNTY, FLORIDA

SHEET 6 OF 11 SHEETS

PLAT BOOK 3
PAGE 163

100 50 0 100 200 300

SCALE IN FEET
1" = 100'



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

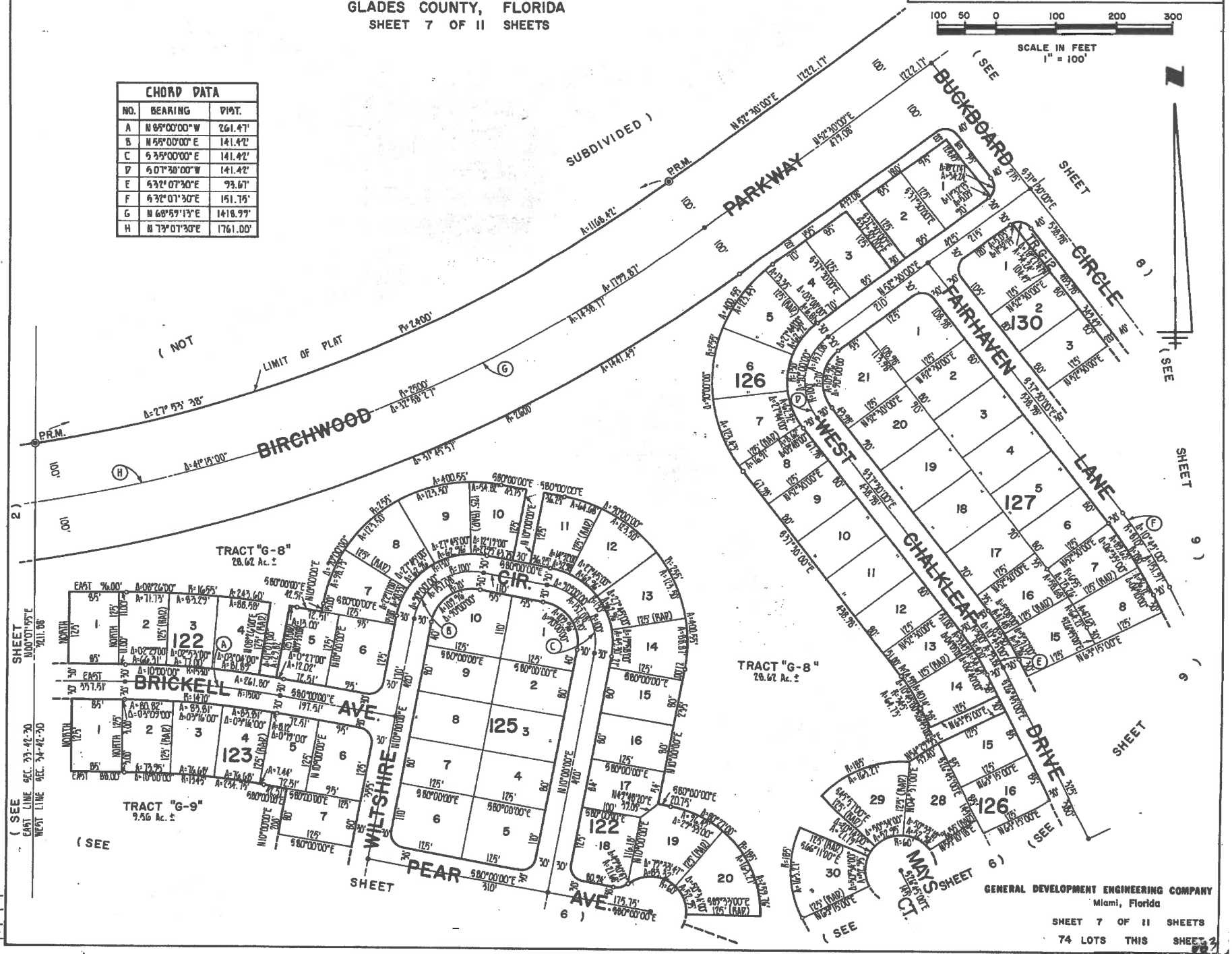
SHEET 7 OF 11 SHEETS

PLAT BOOK 3
PAGE 164

100 50 0 100 200 300

SCALE IN FEET
1" = 100'

CHORD DATA		
NO.	BEARING	DIST.
A	N 85°00'00"W	261.47'
B	N 55°00'00" E	141.42'
C	S 35°00'00" E	141.42'
D	S 01°30'00"W	141.42'
E	S 32° 07' 30"E	93.67'
F	S 32° 07' 30"E	151.75'
G	N 68°59'13"E	1418.99'
H	N 73° 07' 30"E	1761.00'



CALCULATED BY Rec
DRAWN BY P. LOPEZ
CHECKED BY Rec
APPROVED BY PM

GENERAL DEVELOPMENT ENGINEERING COMPANY
Miami, Florida

SHEET 7 OF 11 SHEETS
74 LOTS THIS SHEET

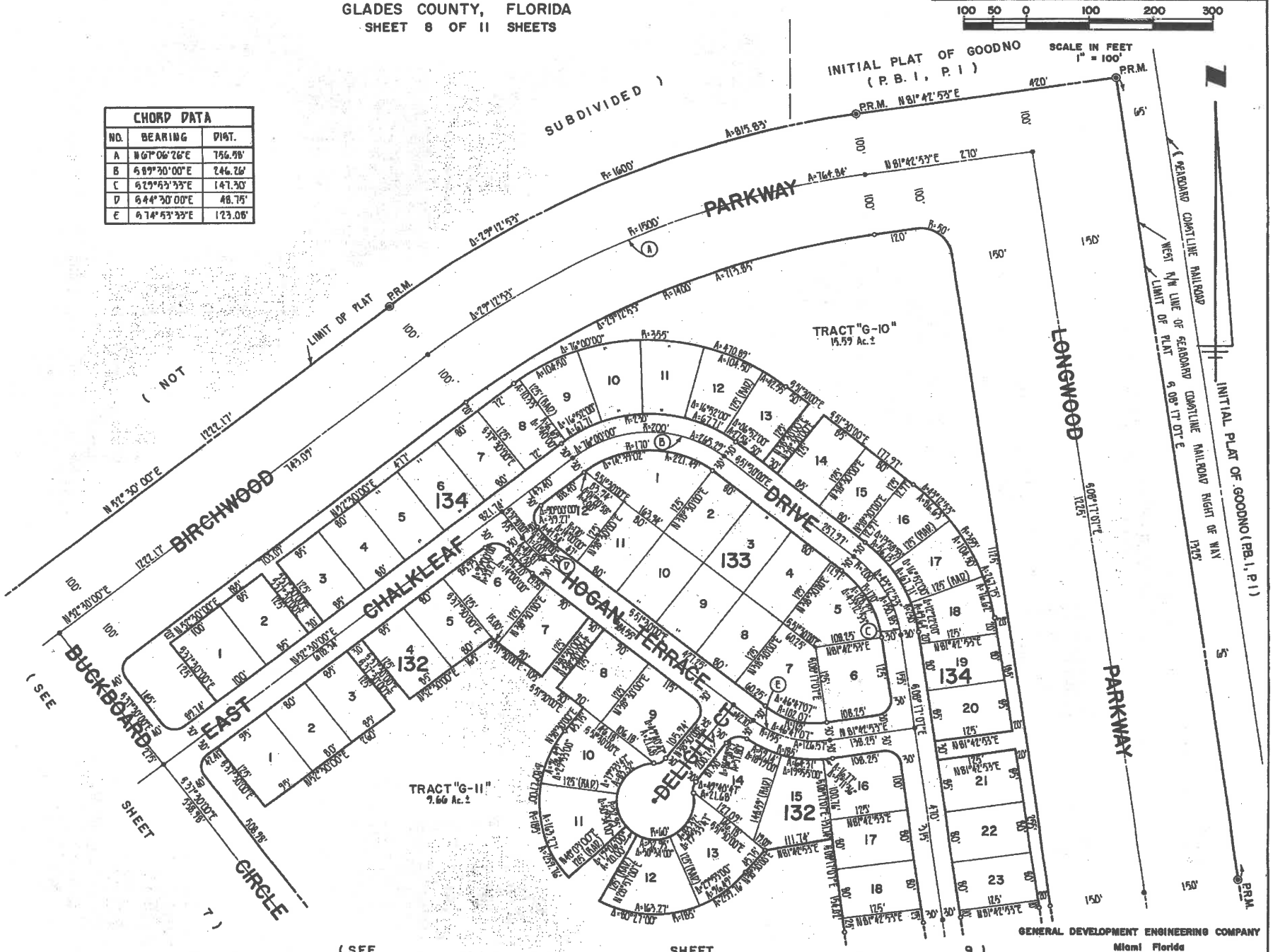
LB- 105

Port La Belle Unit 105

GLADES COUNTY, FLORIDA

SHEET 8 OF 11 SHEETS

PLAT BOOK 3
PAGE 165



GENERAL DEVELOPMENT ENGINEERING COMPANY
Miami Florida
SHEET 8 OF 11 SHEETS
53 LOTS THIS SHEET

CALCULATED BY RCL
DRAWN BY P. LOPEZ
CHECKED BY RCL
APPROVED BY PM

LB - 105

Port La Belle Unit 105

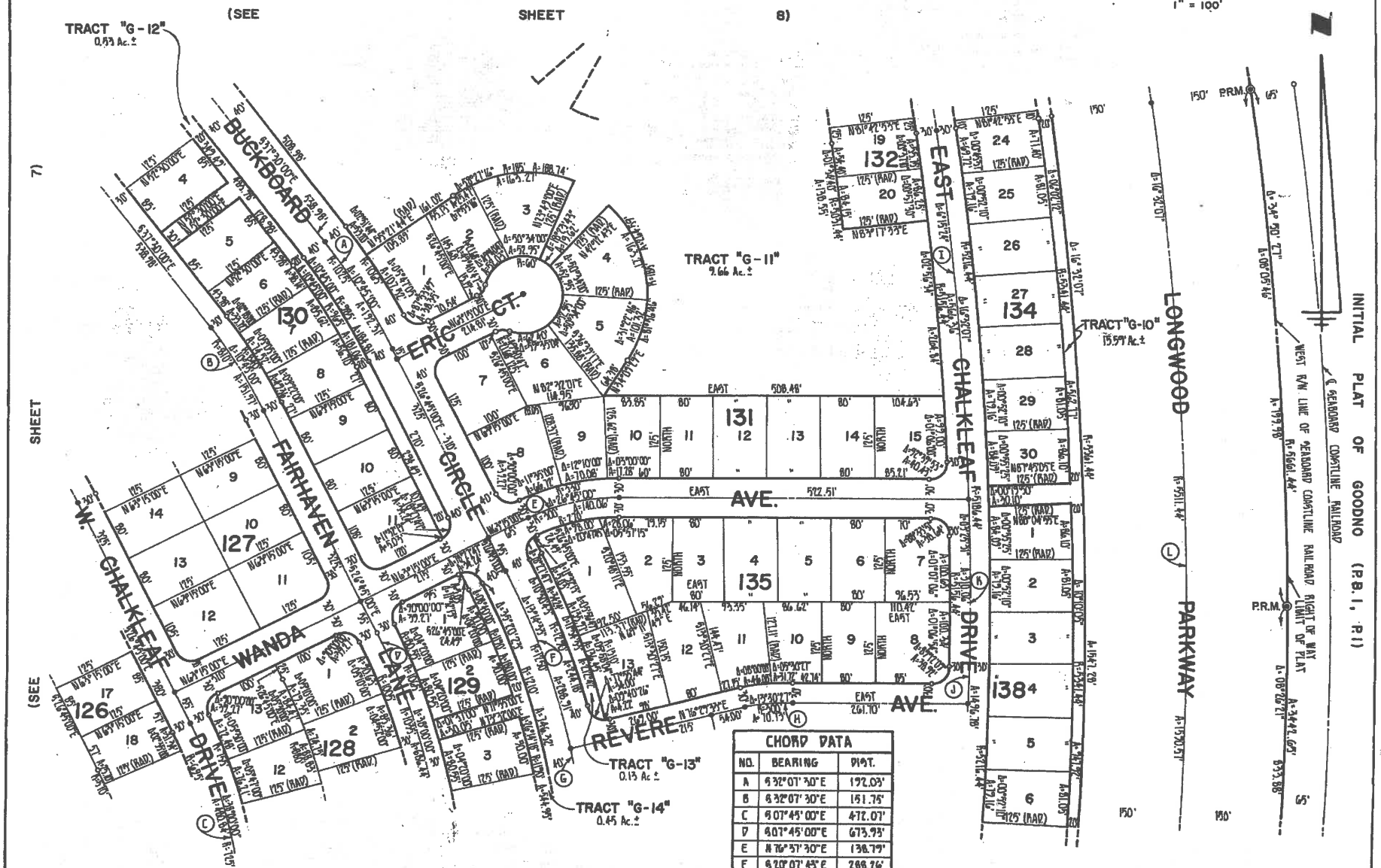
GLADES COUNTY, FLORIDA

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° 07' 30" E	192.03'
B	S 32° 07' 30" E	151.75'
C	S 07° 45' 00" E	472.07'
D	S 07° 45' 00" E	673.93'
E	N 76° 57' 30" E	138.79'
F	S 20° 07' 45" E	268.26'
G	N 7° 45' 00" W	813.72'
H	N 83° 14' 45" E	70.56'
I	S 09° 09' 29" E	566.08'
J	S 00° 18' 57" E	310.01'
K	S 00° 01' 04" E	1491.59'
L	S 00° 01' 06" E	1599.06'

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

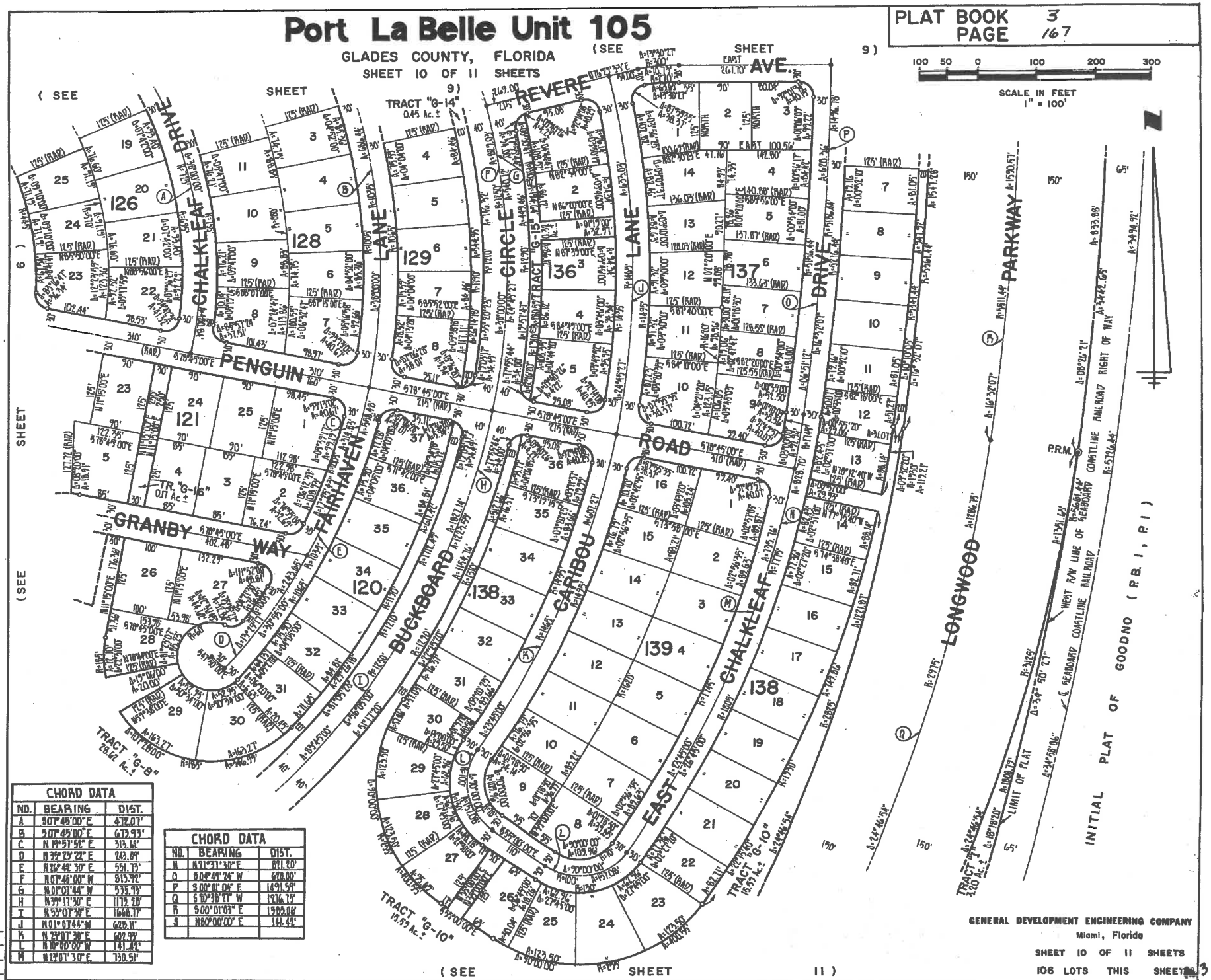
LB- 105 166

Port La Belle Unit 105

GLADES COUNTY, FLORIDA

SHEET 10 OF 11 SHEETS

PLAT BOOK 3
PAGE 167



CHORD DATA		
NO.	BEARING	DIST.
A	S01°45'00"E	412.07'
B	S.01°45'00"E	673.93'
C	N.19°51'55"E	313.14'
D	N.39°27'22"E	240.84'
E	N.76°48'30"E	551.73'
F	N.01°45'00"W	513.92'
G	N.01°01'44"W	535.93'
H	N.39°11'30"E	1178.28'
I	N.59°01'30"E	1046.11'
J	N.01°01'44"W	628.11'
K	N.24°01'30"E	602.93'
L	N.90°00'00"W	141.42'
M	N.12°01'30"E	730.51'

CHORD DATA		
NO.	BEARING	DIST.
N	N.71°31'30"E	801.20'
O	S.00°41'24"W	670.00'
P	S.00°01'04"E	1491.54'
Q	S.10°38'21"W	1216.75'
R	S.00°01'03"E	1903.06'
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

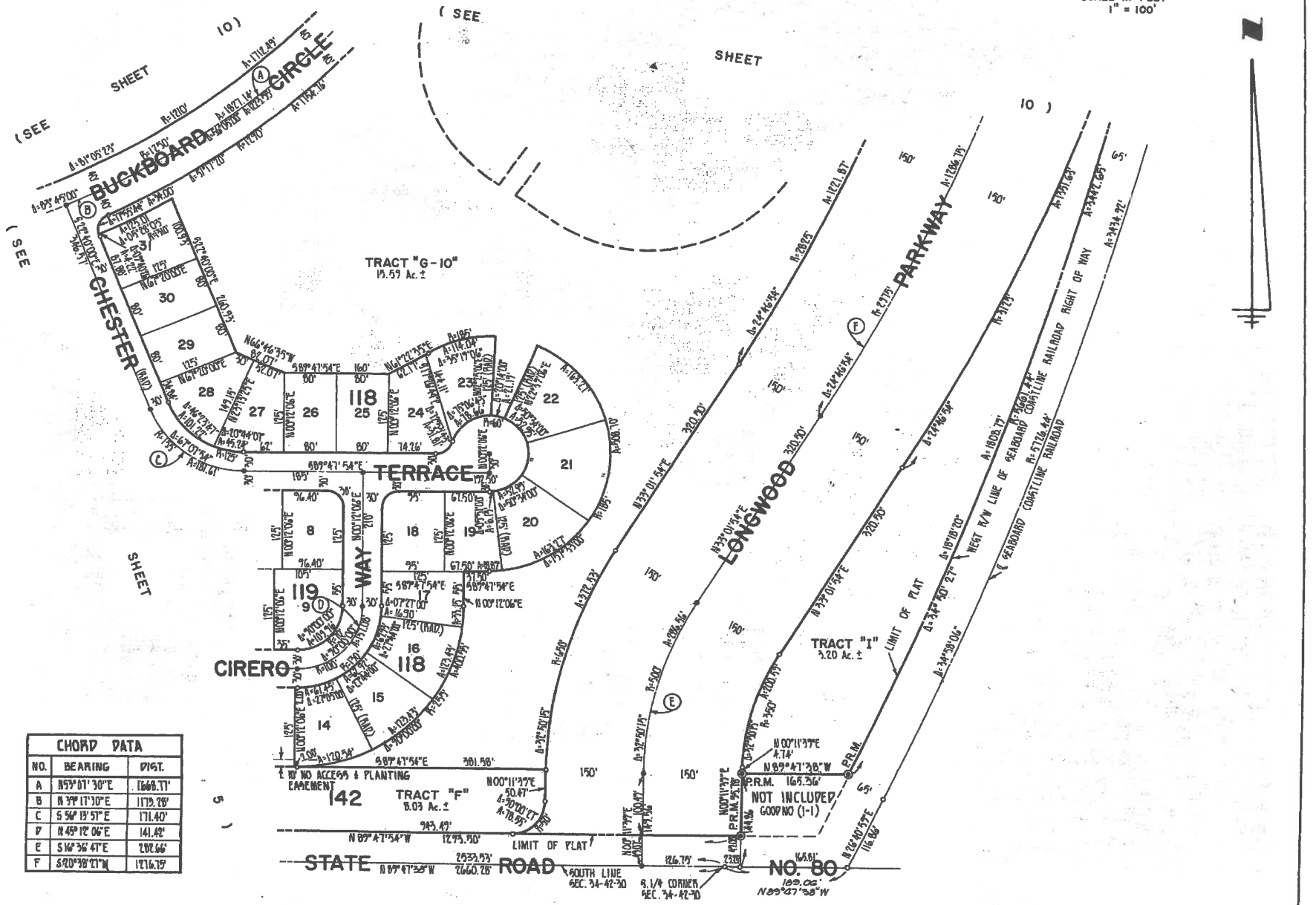
GLADES COUNTY, FLORIDA

SHEET 11 OF 11 SHEETS

PLAT BOOK 3
PAGE 168

100 50 0 100 200 300

SCALE IN FEET
1" = 100'



CHORD DATA		
NO.	BEARING	DIST.
A	N57°07' 30"E	1668.77'
B	N 39°17' 30"E	1179.28'
C	S 56° 13' 51"E	171.40'
D	N 45° 12' 06"E	141.42'
E	S 16° 36' 41"E	292.66'
F	S 20° 38' 27"W	1216.19'

CALCULATED BY RCL
DRAWN BY P. LOPEZ
CHECKED BY RCL
APPROVED BY PM

GENERAL DEVELOPMENT ENGINEERING COMPANY
Miami, Florida

SHEET 11 OF 11 SHEETS

20 LOTS THIS SHEET

LB- 105

CIRCUIT CLERK GLADES COUNTY, FLORIDA

FILED FOR RECORD '95 MAR 22 PM JERRY L. BE... CLK. CIR. C... GLADES COUNTY BY D...

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"

Y 06012

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.

O.R. 452 PAGE 688

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

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

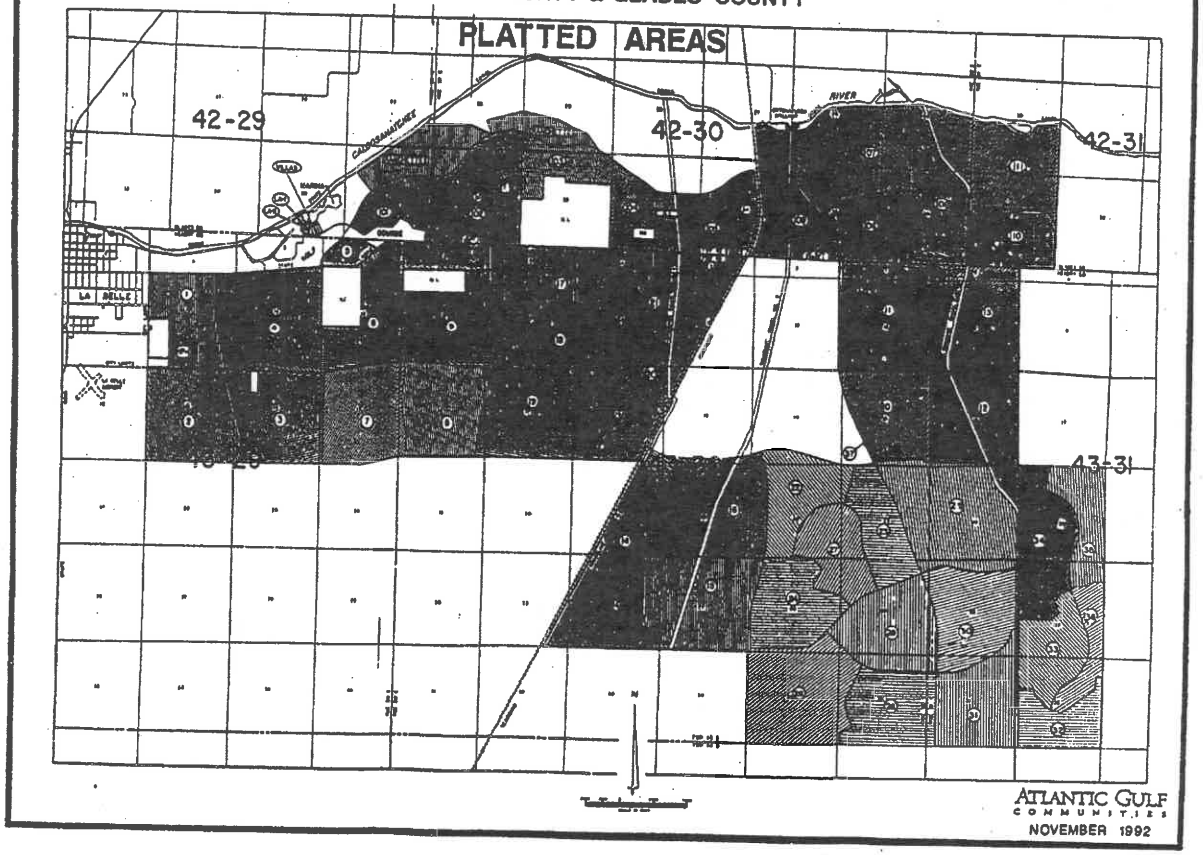
GLA-VAC.LEG

O.R. 152 PAGE 0691

Port LaBelle

EXHIBIT A-2

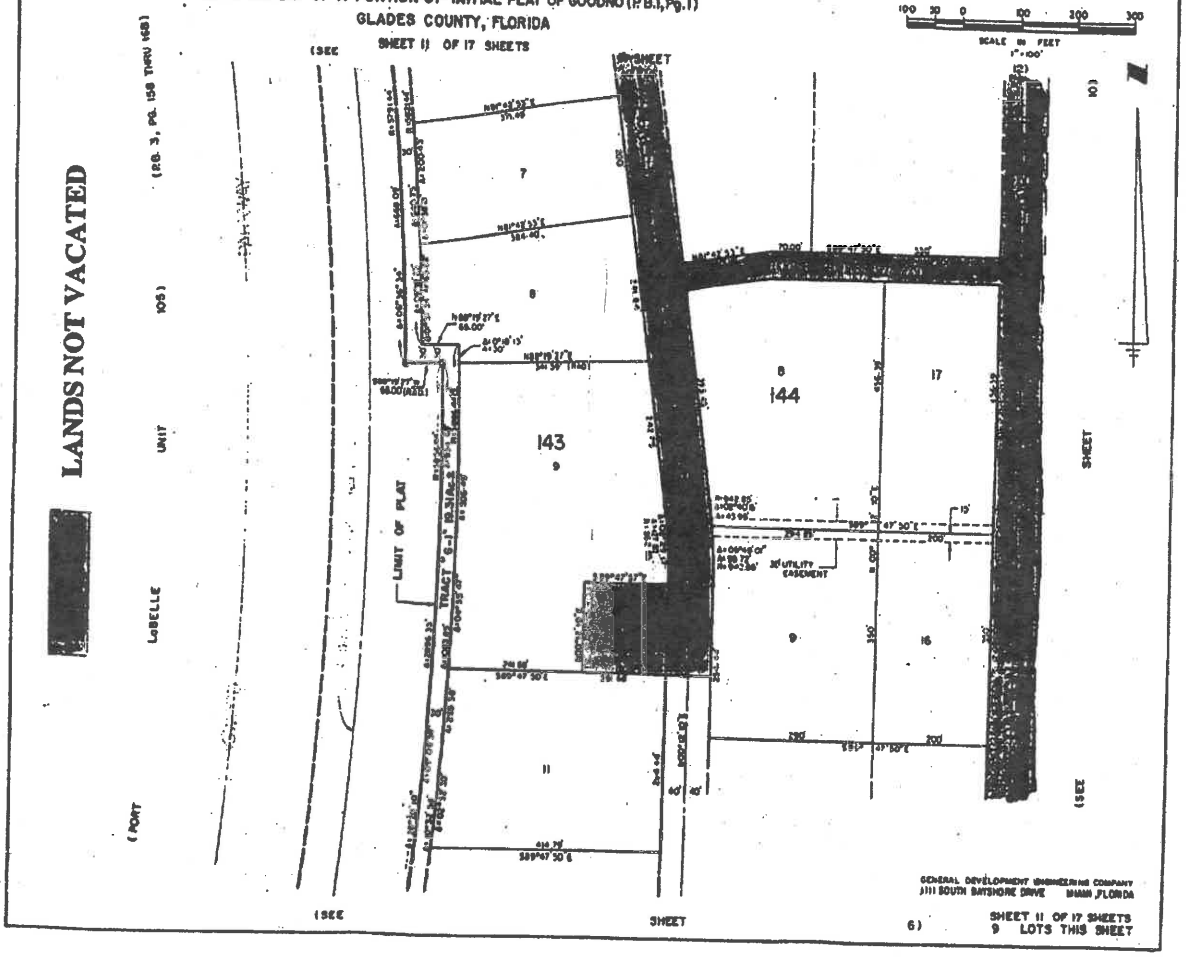
HENDRY COUNTY & GLADES COUNTY



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

PLAT BOOK AND PAGE 4-1 672



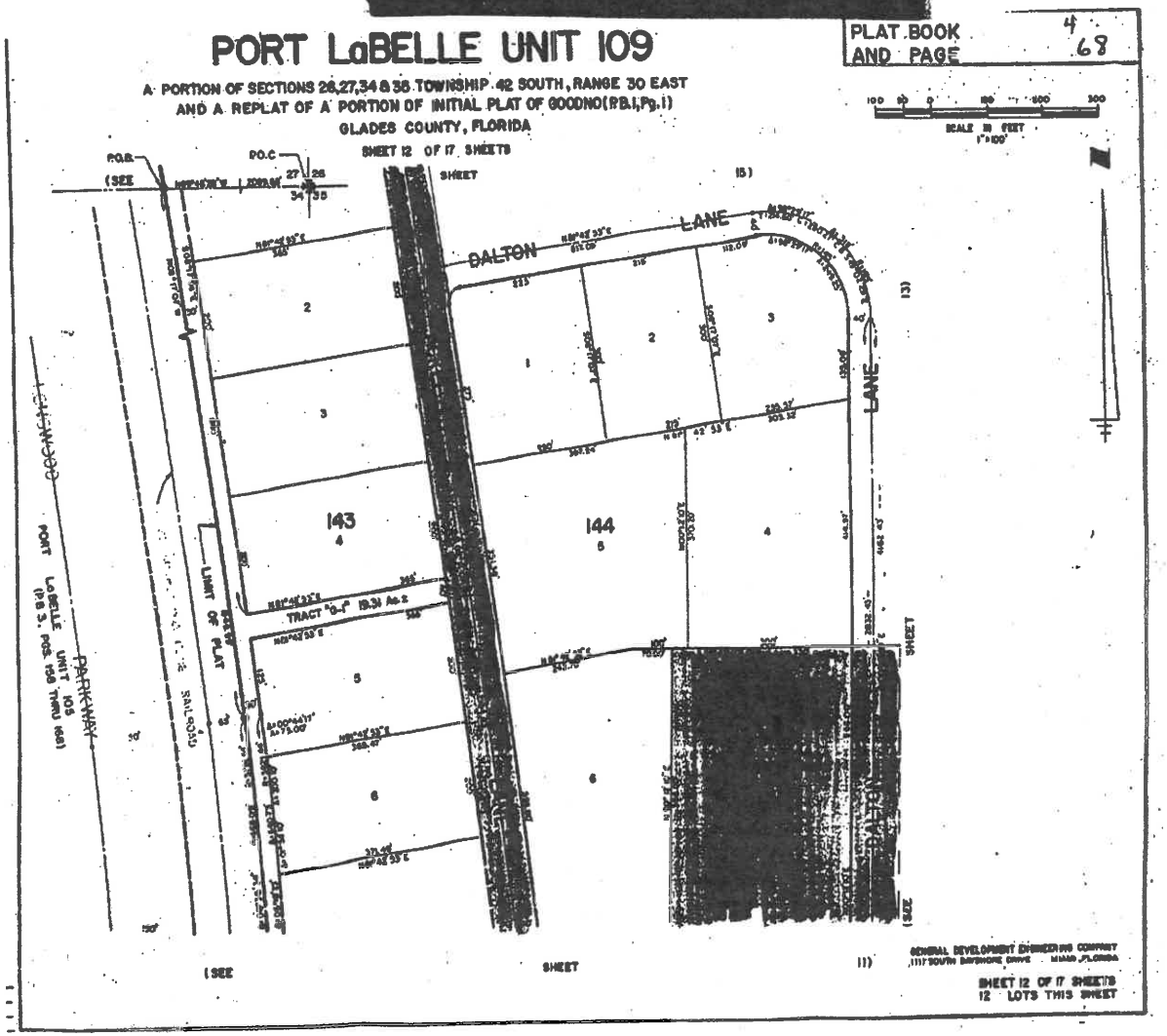
O.R. 152 PAGE 692

PORT LaBELLE UNIT 109

PLAT BOOK AND PAGE 4 68

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



SHEET 12 OF 17 SHEETS
12 LOTS THIS SHEET

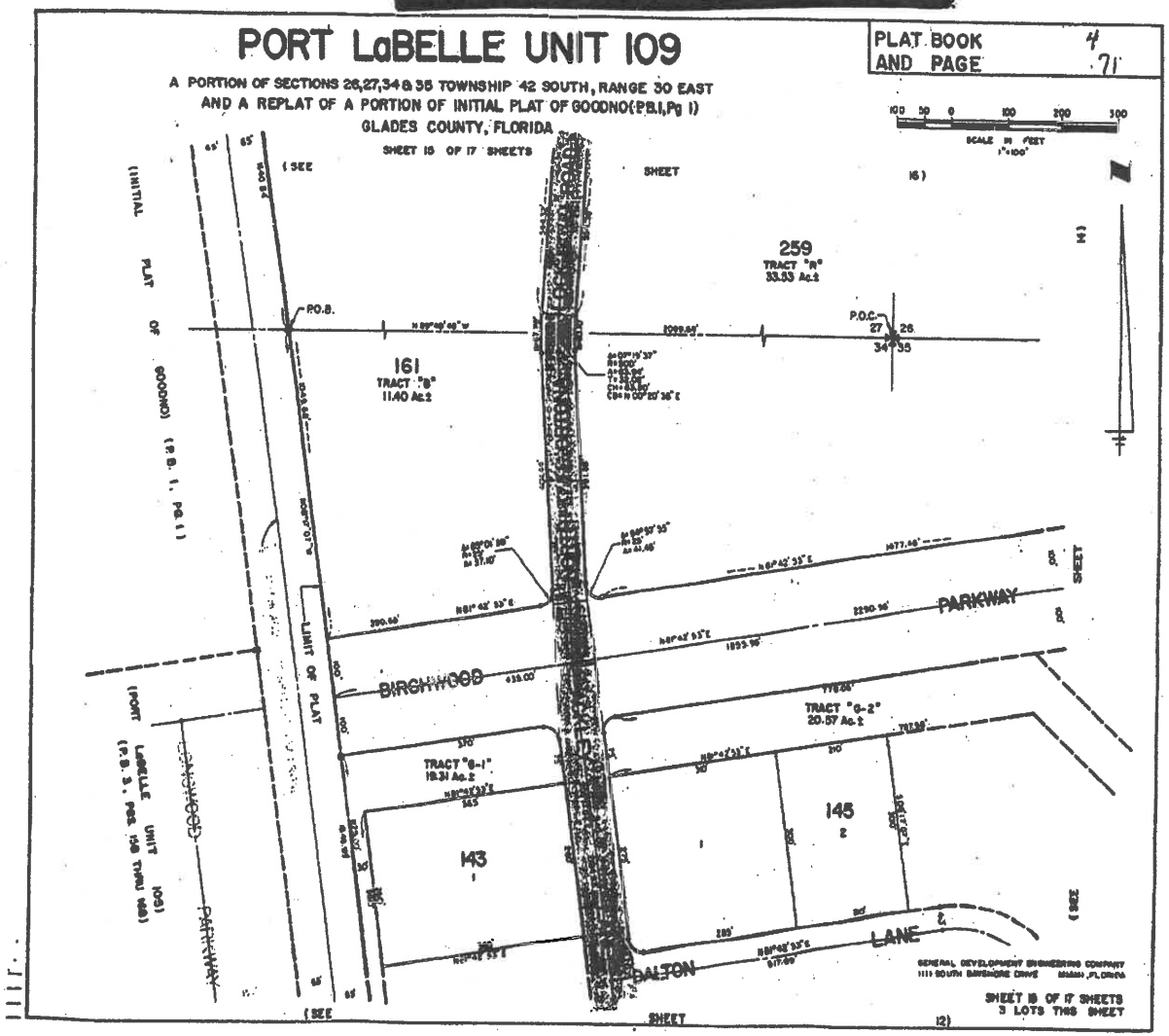
O.R. 152 PAGE 693

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



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