

**PROGRAM SECTION
INSTITUTIONAL CONTROL
PRE-ATTORNEY-REVIEW CHECKLIST**

OGC #

15-0342

FILE NAME:

(aka White Springs Ag. Chem) PCS Phosphate-Swift Creek

FAC ID/PROJ. #:

248518521

PROGRAM AREA:

PRP-Tanks

Project Manager:

Lynal DeFalco

Phone:

Location:

NED



ICOR - OGC REVIEW REQUEST - DRC PACKAGE



ALDOCS UPLOAD OF ICOR



FDEP CONTRACT/PROJECT/SITE MANAGER'S TRANSMITTAL MEMO TO OGC

Includes



CONTRACT/PROJECT/SITE MANAGER'S CHECKLIST



R/C DRAFTER'S TRANSMITTAL OF DRAFT R/C



DRAFT RESTRICTIVE COVENANT



EXHIBIT A

Specific Purpose Survey (Composite Exh. A)



EXHIBIT B



EXHIBIT



EXHIBIT



DEEDS TO THE PROPERTY



TITLE SEARCH REPORT dated 12-10-28 to 3-31-15



EXHIBIT OF LEGAL DESCRIPTION SEARCHED



DEEDS BACK TO ROOT OF TITLE



ENCUMBRANCES (EASEMENTS, LIENS, ETC)



COUNTY PROPERTY APPRAISER INFORMATION (VERIFICATION) Verified 7-23-15



RELATED PARTIES OR DEP CASES



NOTICE SENT TO EASEMENT HOLDER OR BANK



MISCELLANEOUS

Proof of Publication Affidavit



[Sales In Area](#)
[Previous Parcel](#)
[Next Parcel](#)
[Field Definitions](#)
[Return to Main Search](#)
[Hamilton Home](#)

Owner and Parcel Information

Owner Name	WHITE SPRINGS AGRICULTURAL CHEMICALS INC	Today's Date	July 23, 2015
Mailing Address	P. O. BOX 300	Parcel Number	2345-010
	WHITE SPRINGS, FL 32096-0300	Tax District	COUNTY (District 4)
Location Address		2014 Millage Rates	17.8041
Property Usage	MINERAL PR (004700)	Acreage	579.16
Section Township Range	36-1N-14E	Homestead	N

[Show Parcel Maps](#)
[Generate Owner List By Radius](#)
[Card View Print](#)

Value Information

	2013 Certified Values	2014 Certified Values
Building Value	\$3,110,658	\$5,523,074
Extra Feature Value	\$4,286	\$5,465,750
Land Value	\$1,447,900	\$1,447,900
Land Agricultural Value	\$0	\$0
Agricultural (Market) Value	\$0	\$0
Just (Market) Value*	\$4,562,844	\$12,436,724
Assessed Value	\$4,562,844	\$10,480,592
Exempt Value	\$0	\$0
Taxable Value	\$4,562,844	\$10,480,592
Maximum Save Our Homes Portability	\$0	\$0
AGL Amount		\$1,956,132

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

Tax Information

Aerial View



Legal Information

36 1N 14E 1299A ALL LYING N & E OF R/W OF GS&F RR ORB 123-248 ORB 369-108

The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.

Building Information

Type	Total Area	Heated Area	Exterior Wall	Roof Cover	Interior Wall	Flooring
MOTOR CONT	620	620	CONC BLOCK	MOD METAL	MINIMUM	C ABOVE GD
Heating Type	A/C Type	Baths	Bedrooms	Stories	Actual Year Built	Effective Year Built
NONE	INDUST A/C	0	0	1	0	1980

Show Building Sketch

Type	Total Area	Heated Area	Exterior Wall	Roof Cover	Interior Wall	Flooring
MOTOR CONT	798	702	CONC BLOCK	BUILT-UP	MINIMUM	C ABOVE GD
Heating Type	A/C Type	Baths	Bedrooms	Stories	Actual Year Built	Effective Year Built
AIR DUCTED	CENTRAL	1	0	1	0	1993

Show Building Sketch

Type	Total Area	Heated Area	Exterior Wall	Roof Cover	Interior Wall	Flooring
WAREH INDU	748	748	CORG ASB	CORG ASB	NONE	C ABOVE GD
Heating Type	A/C Type	Baths	Bedrooms	Stories	Actual Year Built	Effective Year Built

INSTITUTIONAL CONTROL TRANSMITTAL PACKAGE

- ☐ **DECLARATION OF RESTRICTIVE COVENANT**
- ☐ MEMORANDUM OF AGREEMENT for RESTRICTIVE COVENANT
- ☐ RESTRICTIONS RELYING ON LOCAL GOV'T ORDINANCE
- ☐ OTHER: _____

The following information is required to open a case in OGC:

TODAY'S DATE: May 19, 2015_____

PARTY/CLIENT NAME: PCS Administration (USA), Inc. (White Springs Agricultural
Swift Creek Chemical Plant)
(this is the name of the PROPERTY OWNER **executing** the document)

FACILITY/SITE ID: 24 / 8518521
(FAC ID; COM_/PROJ#)

SITE NAME: PCS Phosphate White Springs Agricultural Swift Creek Chemical
(if referred to by a specific project or the prior owner reference, i.e.: Former Joe's Junk Shop)

DISCHARGE DATE: December 23, 2010
(for petroleum cleanup sites)

BSRA EXECUTION
DATE: _____
(for Brownfield sites)

SITE ADDRESS: HWY 137, White Springs, FL 32096 Swift Creek Chemical site
(should be the physical address or location for these matters)

PROGRAM AREA: Petroleum Storage Tanks
DISTRICT: Northeast
COUNTY: Hamilton

PROJECT/SITE MANAGER: Lynal DeFalco
(DEP staff)

CONTACT INFO: 904.256.1683 lynal.defalco@dep.state.fl.us
(Phone) (Email)

PROJECT/SITE MANAGER: _____
(DELEGATED Program staff, if any)

CONTACT INFO: _____
(Phone) (Email)

RELATED CASE(s) #: _____
(if any – may be enforcement matter, or prior DRC)

PARCEL ID # if KNOWN: ID# 2345-010 S-36 T -1N R-14E

PROPERTY OWNER NAME: _ WHITE SPRINGS AGRICULTURAL CHEMICALS INC ____
ADDRESS: _ P. O. BOX 300 White Springs, FL 32096 ____
EMAIL: _____
PHONE: _____ 386-397-8308 _____

PROPERTY REP NAME: Bob White, P.E. TRWhite@potashcorp.com 386-397-8271
CONTACT INFO: David Still, Sr. Env. Engineer dastill@potashcorp.com 386-397-8265
William Donohue, GM bdonohue@pcsphosphate.com 386-397-8308

ADDRESS: same as above _____
EMAIL: _____
PHONE: _____

CONSULTANT NAME: Ardaman & Associates, Inc. _____
ADDRESS: _ 8008 S. Orange Ave. Orlando, FL _____
EMAIL: KMinter@ardaman.com or CStephens@ardaman.com _
PHONE: Kathryn Minter or Carl Stephens P.E. - 407-855-3860 ____

If another Responsible Party, other than the property owner, is involved in the cleanup, please include their information:

RESPONSIBLE PARTY NAME:

*If you are aware of a sale pending the processing of this IC, please include the purchaser's information:

BUYER NAME: _____
CONTACT INFO: _____

THE DRC PACKAGE DOCUMENTS: The IC Package should be scanned into Oculus as a single document. The email to the Agency Clerk requesting OGC Review of the IC Package should contain the link to the IC Package to be reviewed.

EMAIL completed form and link to: LEA CRANDALL, AGENCY CLERK
Agency_Clerk@dep.state.fl.us

SITE/PROJECT SRCO WITH CONDITIONS

The Petroleum Restoration Program Section 6 has determined that the requirements of Rule 62-780.680(2), F.A.C., have been met for the above-referenced discharge.

The *Bureau* has reviewed documentation related to a Site Rehabilitation Completion Order (SRCO) with Conditions recommendation for the above-referenced facility, which has a *petroleum* discharge dated December 23, 2010. The request for the SRCO with Conditions contains the information required in the FDEP Institutional Controls Procedures Guidance Document dated November 2013. Herein I have provided a district summary rationale based on the PRP 6 review comments and concurrence with the SRCO with Conditions recommendation.

Remaining contamination is located in soils and groundwater.

RATIONALE:

The SRCO with Conditions is for a portion of the property only. Soil and groundwater contamination exists on the property in excess of the department's Cleanup Target Levels (CTL's) for TRPH. To reduce the risk of exposure to the soil contamination an engineering control of a thick concrete pad has been installed in and just to the west of the compressor area located in the Swift Creek Chemical Plant. The impervious barrier will also keep the soils from continuing to leach into the groundwater.

The depth to groundwater is very shallow, the contaminant plume is limited to less than a quarter acre, is stable/shrinking and is confined to the property. The groundwater contamination is being addressed through a restriction in the Draft Declaration that prohibits the use of the groundwater for a portion of the property. Groundwater use restrictions are present above 140 ' below land surface. Potable, irrigation, commercial and industrial wells are prohibited in this area to the noted depth as well as dewatering activities. A stormwater use restriction will prohibit modifying any of the existing stormwater features or constructing any new features without the department's prior approval.

It is the (*Division/District/Bureau*) opinion that the restrictions proposed in the Draft Declaration are adequate to ensure that remaining contamination will not pose an unacceptable risk to human health.

You will find the Attachment 5 Checklist, proof of property ownership (screenshot from county property appraiser website) and the Draft Institutional Control package at the following link to Oculus:


DEPARTMENT OF ENVIRONMENTAL PROTECTION

INTEROFFICE MEMORANDUM

TO: Dan Blackwell - ec
TO: Dan.Blackwell@dep.state.fl.us
TO: _____
TO: _____

NORTHEAST DISTRICT - JACKSONVILLE

TO: Dan Blackwell, Paralegal
Office of General Counsel

FROM: Lynal N. DeFalco 
Environmental Specialist III
NED Tanks & Petroleum Cleanup Section

DATE: May 21, 2015

SUBJECT: Request for Legal Review - Non Program Cleanup Site
Draft Restrictive Covenant Package
White Springs Agricultural (PCS) – Swift Creek Chemical Plant
HWY 137, White Springs, Hamilton County
DEP Facility ID #24/8518521
Parcel ID# 2345 - 010
Discharge Date: December 23, 2010
Site score 9

A copy of the Draft Restrictive Covenant (DRC) package dated April 14, 2015, for the above referenced facility is in Oculus. It is requested that the draft DRC package with original EC Plan dated November 10, 2014 and updated Survey Maps be reviewed and comments provided to me as the District project manager. PRP has indicated in an email dated April 21, 2015 (in Oculus) that the PRP concerns have been addressed.

The following information is provided as requested in a Draft Declaration of Restrictive Covenant Package as requested at the following link in Oculus -

[http://depedms.dep.state.fl.us:80/Oculus/servlet/shell?command=hitlist&\[freeText=\]&\[folderName=\]&\[profile=\]&\[creator=\]&\[entityType=any\]&\[createdDateTo=\]&\[catalog=11%2B13%2B12\]&\[searchBy=property\]&\[sortBy=Facility-Site+ID\]&\[createdDate=\]&\[Facility-Site+ID= EQ_8518521\]](http://depedms.dep.state.fl.us:80/Oculus/servlet/shell?command=hitlist&[freeText=]&[folderName=]&[profile=]&[creator=]&[entityType=any]&[createdDateTo=]&[catalog=11%2B13%2B12]&[searchBy=property]&[sortBy=Facility-Site+ID]&[createdDate=]&[Facility-Site+ID= EQ_8518521])

1. Draft Declaration of Restrictive Covenant link to Oculus =
2. Certified Copy of Deed (specific parcel is in Hamilton Co. ID# 2345-010)
3. Title Search Report and supporting documents

and attached separately as requested

4. Attachment 5 Draft DRC Check List,
5. Screen shot of Property Appraiser Ownership verification,
6. OGC IC Transmittal Package Form

The DRC package has been placed into OCULUS by the District.

Please let me know if additional information is needed.

ATTACHMENT 5: DECLARATION OF RESTRICTIVE COVENANT CHECKLIST

Does site meet statutory and rule requirements that allow an SRCO with conditions?
Yes ☒ No ☐ for discharge dated December 23, 2010.

What restrictions are necessary to reduce or eliminate the risk of exposure? Consider all affected media (i.e., groundwater, soil, surface water, and/or sediments), and determine which type of restrictions are required for each affected medium.

The following technical checklist applies to RMO II sites, which most commonly have contaminated groundwater and/or soil. For RMO III sites, please explain in the cover memo for the RC package how the rule criteria are met and what restrictions are being proposed for the source property and any other affected properties. Decisions for RMO III contaminated sites are very site-specific and may be based on risk assessment analysis or include properties other than the source property; therefore, these sites do not lend themselves to a simple checklist for the technical aspects of site closure. Additionally, the checklist below is a shortened summary of the details provided in Subsection 62-780.680(2), F.A.C. Please refer to the rule for the specific criteria that must be met.

If **groundwater** is contaminated:

☐ No ☐ Is an interim control proposed?

OR

☒ (a) Is the plume stable or shrinking?

☒ (b) Is the plume contained within the property boundaries?

☒ (c) Is the plume less than $\frac{1}{4}$ acre in size? If not, then which of the following alternative scenarios applies (check one or more, as applicable):

☐ groundwater meets low yield or poor quality designation. Please refer to guidance available at

http://www.dep.state.fl.us/waste/quick_topics/publications/wc/Guidance_for_Evaluation_of_Low_Yield_Poor_Quality_Criteria.pdf;

☐ an engineering control (EC) prevents plume migration. If an EC is used, e.g., a slurry wall, it should be in place and PE-certified, and it should be identified on an exhibit to the RC (usually Exhibit B) that is a Survey showing the size and location of the EC including State Plane Coordinates or geographical coordinates for four corners.

☐ plume affects or may potentially affect *only* a marine surface water body.

☐ Yes ☐ (d) Does the Property currently include stormwater swales, stormwater detention or retention facilities or ditches? If so, the PRSR should include an exhibit to the RC (usually Exhibit B) that is a survey map identifying the size and location of the existing stormwater features. The RC should include language stating that these existing stormwater features should not

be altered, modified or expanded without prior FDEP Division of Waste Management approval in writing, followed by a recorded amendment to the RC.

If **soil** is contaminated:

___No___ (a) **Direct Exposure** criteria have been met. Check one or more of the following, as applicable:

- ☐ The Chapter 62-777, F.A.C., commercial/industrial SCTLs are met;
- ☒ An engineering control (EC) prevents direct exposure to contaminated soils (which may exceed the commercial/industrial SCTLs with an EC) [See *Note below];
- ☐ The soil meets alternative SCTLs using site-specific soil properties;
- ☐ Soil concentrations of the site-specific fractions of TRPHs do not exceed the Chapter 62-777, F.A.C., commercial/industrial SCTLs for the TRPH fractions;
- ☐ The 95% UCL approach is utilized to calculate average soil contaminant concentrations. If the 95% UCL approach is used, please describe this in the cover memo and include the exposure unit and parcel size.

___No___ (b) **Leachability** criteria have been met. Check one or more of the following, as applicable:

- ☐ Soil contaminant concentrations do not exceed the alternative leachability-based SCTLs established pursuant to Ch. 62-777, F.A.C., Figure 8;
- ☐ Direct leachability testing was used to meet rule criteria (e.g., SPLP or TCLP); please refer to guidance at http://www.dep.state.fl.us/waste/quick_topics/publications/wc/GuidanceforDeterminingLeachabilitybySPLPAnalysisDraftVersion1-8.pdf;
- ☒ An EC that prevents water infiltration has been implemented (e.g., an *impervious* cap such as a concrete slab, parking lot, building foundation, etc.) [See *Note below];
- ☐ The soil meets alternative SCTLs using site-specific soil properties;
- ☐ Soil concentrations of the site-specific fractions of TRPHs do not exceed the alternative leachability-based SCTLs for the TRPH fractions;
- ☐ PRSR has demonstrated, based on site-specific conditions and at least a year of groundwater monitoring data that contaminants will not leach at concentrations that exceed the rule criteria.

***Note:** If an EC is used to address either Direct Exposure or Leachability for soil contamination, it must be in place and PE-certified, and it should be identified on an exhibit to the RC (usually Exhibit B) that is a Survey showing the size and location of the EC and including State Plane Coordinates or geographical coordinates for four corners.

___N/A___ If soil contamination presents a Direct Exposure threat, and the PRSR is not utilizing an EC, then the Land Use Restriction language listing the prohibited uses is included in the RC.

Yes If the PRSR has elected to use an EC to prevent exposure to contaminated soil, then the Land Use Restriction language has been deleted from the RC.

Restriction Location: Entire Property _____ Portion of Property Yes _____

Why are these restrictions adequate? (Found in letter to owner preliminarily agreeing to use of conditional SRCO.) The engineering control concrete cap will prevent direct exposure of the contaminated soil and help prevent the continued leaching of the contaminated soil to the groundwater. A restriction on withdrawing groundwater from land surface down to 140 feet bls of land surface will prevent exposure to contaminated groundwater.

SRCO will be issued after RC recorded (Final RC). Yes, or
SRCO will *not* be issued after RC recorded (Interim RC). _____

If a restrictive covenant is appropriate, the following supporting documents should be provided to the FDEP OGC:

Copy of the deed is included. Yes X No _____

Does the name of the owner/grantee on the deed match the name of the person who claims to be the property owner? Yes X No _____

Property ownership confirmed on county internet web site. Yes X No _____

Legal description of the entire property (Exhibit A to covenant) is included even if only a portion of the property will be encumbered/restricted. Yes X No _____

If only a portion of the parcel will be restricted, then:

A Specific Purpose Survey, Boundary Survey or Sketches to Accompany Descriptions (as defined under Chapter 5J-17, F.A.C.) prepared using the minimum technical standards (MTS)(collectively referred to as a "Survey") should be provided, and it should include four corners labeled with the State Plane Coordinates (SPC) system or geographical coordinates, clearly labeling the attachment as Exhibit "B," and labeling the encumbered area on the attachment as "restricted area" or another phrase that tracks the RC language] (Exhibit B to covenant).

Yes X No _____ N/A _____

Title Report is included [Title search commences with instrument constituting root of title under Marketable Record Title Act (MRTA) that is at least 30 years old and includes review of all subsequently recorded instruments, and prior recorded instruments that are not eliminated by MRTA.] Yes _____ No _____

Tax Lien information – either that lien has been removed or copy of lien—is included.
Yes X No _____ N/A _____

Easements are included (list of any easements & copies of recorded easements.)

Yes ☒ No ☐ N/A ☐

A Diagram of the location of the easements in relation to the restricted area is included.

Yes ☒ No ☐ N/A ☐

Leases – copies of all recorded leases, subleases and assigned leases are included.

Yes ☐ No ☐ N/A ☐

UCC Liens – copies of and releases from any liens are included.

Yes ☐ No ☐ N/A ☐

A completed and signed Subordination or Joinder and Consent is included only for any liens, leases, easements or other encumbrances that are in material conflict with the provisions of the RC. Yes ☐ No ☐ N/A ☐

A completed and signed Subordination of Mortgage is included only for each financial institution or lender of existing mortgages for which a material conflict exists with the provisions of the RC. Yes ☐ No ☐ N/A ☐

Is 95% UCL analysis used? Yes ☐ No ☒

If yes, what is the exposure unit and parcel size? _____, _____

Has the PRSR provided actual notice of the proposed IC/EC to **all** mortgagors and holders of liens, leases or other encumbrances on the property?

Yes ☐ No ☐

Has the PRSR published constructive notice regarding use of IC/EC based upon preliminary approval of the Conditional No Further Action Proposal?

Yes ☒ No ☐

**If yes, where - The Jasper News – Published Weekly and when March 5, 2015

**Has the 30-day comment period elapsed? Yes ☒ No ☐

Cover memo to Tallahassee is included. Yes ☒ No ☐

Site/Project Mgr. Name Lynal DeFalco

Address NED Office – 8800 Baymeadows Way W. Suite 100

Email - Lynal.DeFalco@dep.state.fl.us

Phone 904.256.1683

Prop. Owner Rep. Name: Robert White or David Still

Address: HWY 137 (Post Office Box 300) White Springs, FL 32096

Email TRWhite@potashcorp.com DASill@potashcorp.com

Phone (386)397-8271 or (386)397-8265

Prop. Owner Name PCS Administration (USA), Inc. (White Springs Agricultural Inc. Swift Creek Chemical Plant)

Address HWY 137 (Post Office Box 300) White Springs, FL 32096

Email _____

Phone _____

Contractor Name Ardaman & Associates, Inc.

Address 8008 S. Orange Ave. Orlando FL

Katie Minter, Geologist and Carl Stephens P. E.

Email KMinter@ardaman.com or CStephens@ardaman.com

Phone 407-855-3860

MAIL:

- District-lead sites – mail directly to FDEP OGC Tallahassee.
- Contracted-local-government-lead sites – mail directly to the FDEP Local Program Coordinator who will contact the appropriate Tallahassee technical support for review prior to OGC review.

This instrument prepared by:

William D. Preston, Esquire
William D. Preston, P.A.
4832-A Kerry Forest Parkway
Tallahassee, Florida 32309
(850) 668-4986
(850) 668-6345 Fax

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this ____ day of _____, 2014, by PCS Administration (USA), Inc., a Florida corporation, (hereinafter "GRANTOR"), and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

- A. GRANTOR is the fee simple owner of that certain real property situated in the County of Hamilton, State of Florida, more particularly described in Figures 1, 2, and 3, respectively, attached hereto as Composite Exhibit "A" and made a part hereof (hereinafter the "Restricted Property").
- B. The FDEP Facility Identification Number for the Restricted Property is 24/8518521. The facility name at the time of this Declaration is the PCS Phosphate Swift Creek Chemical Complex ("SCCC"). This Declaration addresses the petroleum discharge on or about December 23, 2010 which likely resulted from a leak in the lube oil supply piping for certain air compressor equipment located on the Restricted Property at the SCCC.
- C. The discharge of compressor oil on the Restricted Property is documented in the following reports that are incorporated by reference:
 - Fourth Quarter Natural Attenuation Monitoring Report (NAM) dated November 22, 2013, prepared by Ardaman and Associates, Inc.
 - Recommendation for No Further Action with Conditions Proposal dated June 2, 2014, prepared by Ardaman and Associates, Inc.
 - FDEP Acknowledgement of Intent to Propose Conditional Closure dated July 25, 2014
 - Engineering Control Maintenance Plan and Professional Land Survey maps

dated November 10, 2014, prepared by Ardaman and Associates, Inc.

- FDEP acceptance of Engineering Control Maintenance Plan and Survey Maps as institutional and engineering controls dated January 28, 2015.

- D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located on the Restricted Property. These reports confirm that contaminated soils and groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Restricted Property. Also, these reports document that the groundwater contamination does not extend beyond the Restricted Property Boundary and that the groundwater contamination is not migrating.
- E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Restricted Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.
- F. The FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. The FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of chemicals of concern increase above the levels approved in the Order, or if a subsequent discharge occurs at the Restricted Property, the FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. 24/8618521 can be found by contacting the appropriate FDEP district office or bureau.
- G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Restricted Property that an Order be obtained and that the Restricted Property be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce the FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes on the Restricted Property the following restrictions:
 - a. There shall be no use of groundwater under the Restricted Property depicted in "Figure 2" of Composite Exhibit "A" to a depth of 140 feet below land surface. There shall be no drilling for water conducted on

such Restricted Property nor shall any wells be installed on such Restricted Property other than monitoring wells preapproved in writing by FDEP's Division of Waste Management (DWM), in addition to any authorizations required by the Division of Water Resource Management and the Suwannee River Water Management District.

- b. As referenced in Recital C above, GRANTOR has excavated to the extent possible and properly disposed of impacted soils upon the Restricted Property. The area of soil contamination on the portion of the Restricted Property described as Engineering Control Concrete Cap Restriction Area in "Figure 1" of Composite Exhibit "A" shall be permanently covered and maintained with a concrete cap that prevents human exposure (hereinafter referred to as "the Engineering Control"). An Engineering Control Maintenance Plan (ECMP) relating to FDEP Facility No. 24/8618521, dated November 10, 2014, prepared by Ardaman and Associates, Inc., has been approved by the Department. The ECMP specifies the frequency of inspections and monitoring for the Engineering Control and the criteria for determining when the Engineering Control has failed. The Engineering Control shall be maintained in accordance with the ECMP as it may be amended upon the prior written consent of the Department. The ECMP, as amended, relating to FDEP Facility No. 24/8618521 can be found by contacting the FDEP Northeast District Office. Excavation and construction deeper than two feet below land surface is not prohibited on the Restricted Property provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-770, F.A.C. and any other applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas. For any dewatering activities on the Restricted Property, a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated. Nothing in this Declaration shall prevent, limit or restrict any excavation or construction at or below the surface outside the boundary of the Restricted Property.
- c. "Figure 3" of Composite Exhibit "A" identifies the size and location of existing stormwater swales, stormwater detention or retention facilities, and ditches on the Restricted Property. Such existing stormwater features shall not be altered, modified, or expanded, and there shall be no construction of new stormwater swales, stormwater detention or retention facilities, or ditches on the Restricted Property

without prior written approval from FDEP's DWM in addition to any authorization required by the Division of Water Resource Management and the Suwannee River Water Management District. A revised Figure 3 must be recorded when any stormwater feature is altered, modified, expanded, or constructed.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.
4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Restricted Property at reasonable times and with reasonable notice to the GRANTOR.
5. It is the intention of GRANTOR that this Declaration shall touch and concern the Restricted Property, run with the land and with the title to the Restricted Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Restricted Property or any part thereof. The FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and the FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If the GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, the GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Restricted Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Restricted Property.
6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Restricted Property, the GRANTOR agrees to notify in writing all proposed tenants of the Restricted Property of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the public records in the county of which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to the Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both GRANTOR and the FDEP and be recorded by GRANTOR as an amendment hereto.
8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.
9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Restricted Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Restricted Property. GRANTOR also covenants and warrants that the Restricted Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR's rights to impose the restrictive covenant described in this Declaration.

[Signature page to follow]

IN WITNESS WHEREOF GRANTOR has executed this instrument, this ____ day of _____, 2015.

Signed sealed and delivered in the presence of:

PCS ADMINISTRATION (USA), INC.

Witness

Print Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Witness

Print Name: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by _____.

Personally Known ____ OR Produced Identification ____.

Type of Identification Produced _____.

Signature of Notary Public

Print Name of Notary Public

Commission No. _____

Commission Expires: _____

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. _____.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this ____ day of _____, 2015.

Signed sealed and delivered in the presence of:

**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

Witness
Print Name: _____

By: _____
Gregory J. Strong, Director
Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, FL 32256

Witness
Print Name: _____

Date: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____.

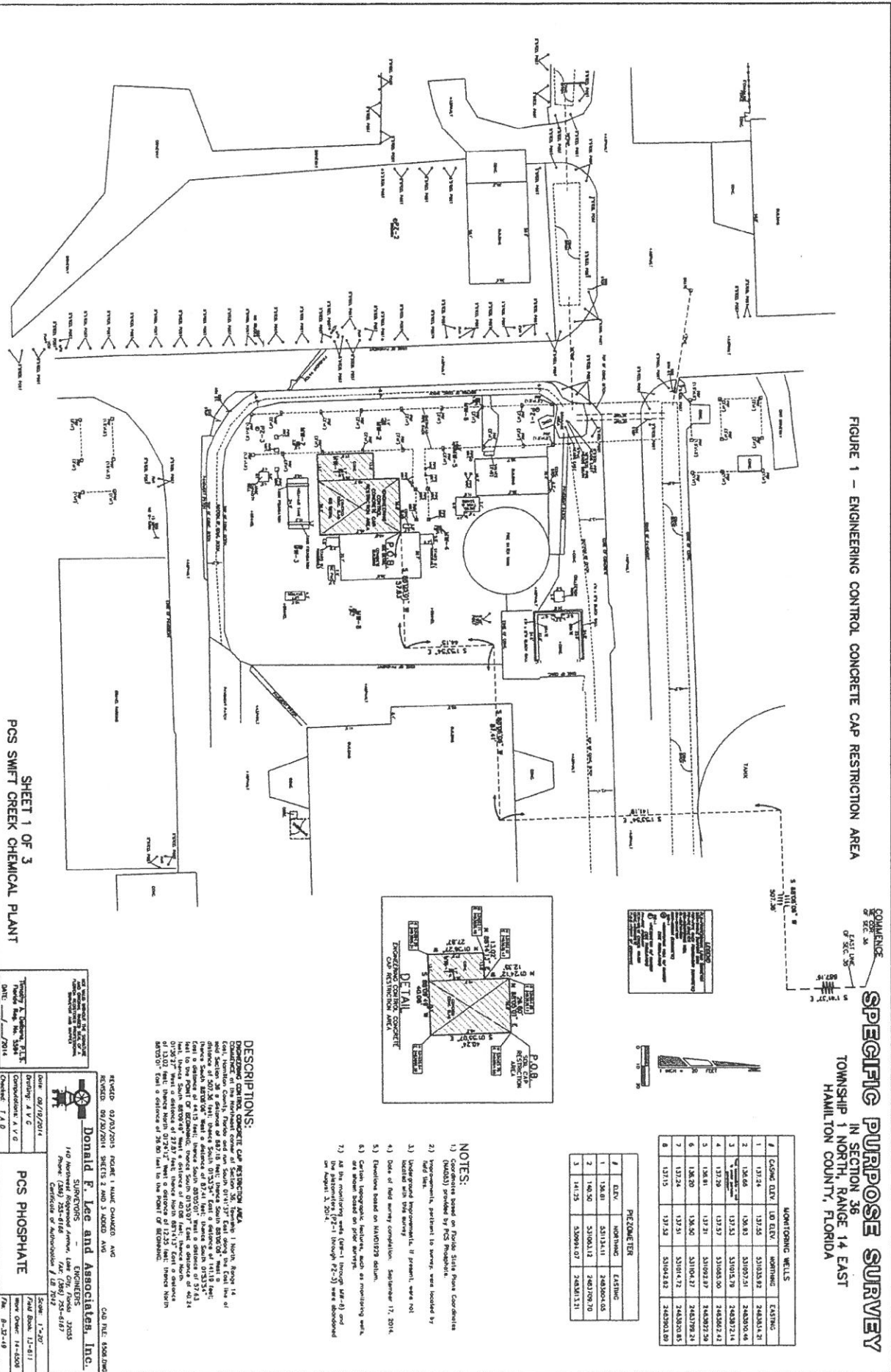
Personally Known ____ OR Produced Identification ____.

Type of Identification Produced _____.

Signature of Notary Public

Print Name of Notary Public
Commission No. _____
Commission Expires: _____

FIGURE 1 - ENGINEERING CONTROL CONCRETE CAP RESTRICTION AREA



SPECIFIC PURPOSE SURVEY
IN SECTION 36
TOWNSHIP 1 NORTH, RANGE 14 EAST
HAMILTON COUNTY, FLORIDA




ID	CLIPPING DATE	MONITORING WELLS	
		UP DLY.	EASTING
1	1/21/24	121.55	551053.82
2	1/26/66	126.83	551097.51
3	1/27/28	127.55	551015.79
4	1/27/28	131.57	551005.00
5	1/26/01	131.21	551092.87
6	1/26/00	126.50	551042.59
7	1/27/24	131.51	551014.72
8	1/27/15	131.52	551041.82

PIEZOMETER			
#	ELEV.	NORTHING	EASTING
1	136.81	531134.11	246360.05
2	140.50	531083.12	2463709.70
3	141.25	530994.07	2463813.21

- 1) Coordinates based on NOAA State Plane coordinates (NAD83) provided by PCS headquarters.
- 2) Impervious, permeable to water, were located by field inspection.
- 3) Underdrainage requirements, if present, were not located with this survey.
- 4) Date of field survey completed: September 17, 2014.
- 5) Coordinates based on NAD83/2011 datum.
- 6) Certain topographic features, such as monitoring wells, are shown based on prior surveys.
- 7) All the monitoring wells (W-1 through W-6) and the piezometers (PZ-1 through PZ-3) were abandoned on August 3, 2014.

SPRING, AND IT TERMINATES COLONNADA LUGA RESTRICTION AREA CONDUIT at the northwest corner of Section 36, Township 14 North, Range 14 East, Hamilton County, Florida and on State HWY 177 East along the East line of said Section 36 at a distance of 681.16 feet. Thence South 68.00 feet to the East line of Section 36 at a distance of 681.16 feet. Thence South 01.5534 East a distance of 507.36 feet to the POINT OF BEGINNING. Thence South 01.5534 East a distance of 315.00 feet. Thence South 68.00 feet to a distance of 325.00 feet; a distance of 315.00 feet to the POINT OF BEGINNING. Thence North 01.5534 East a distance of 315.00 feet to the POINT OF BEGINNING. Thence North 68.00 feet to a distance of 325.00 feet to the POINT OF BEGINNING. Thence North 01.5534 East a distance of 315.00 feet to the POINT OF BEGINNING.

and was joined by Senator
and Council member K. A. A.
Florida House, No. 5584
DATE: 1/1/2014

		DATE: 06/20/2014 REVISED: 06/20/2014 SHEETS: 1 AND 2 (CONT.) AYS		CADD FILE: 6365.DWG	
DESIGNED BY: 06/20/14 CHECKED BY: AYS COMPUTED BY: V.G. CADDERS: T.A.D.		Donald P. Lee and Associates, Inc. SURVEYORS - (INCORPORATED) 1425 Washington Appraisal Avenue, Lake City, Florida 32655 Phone: (407) 486-1100 Fax: (407) 486-1110 E-mail: dlee@dplee.com Website: www.dplee.com Professional Certificate of Registration No. 12379			
Scale: 1"=30' 1"=60' 1"=90' 1"=120' 1"=150' 1"=180' 1"=210' 1"=240' 1"=270' 1"=300' 1"=330' 1"=360' 1"=390' 1"=420' 1"=450' 1"=480' 1"=510' 1"=540' 1"=570' 1"=600' 1"=630' 1"=660' 1"=690' 1"=720' 1"=750' 1"=780' 1"=810' 1"=840' 1"=870' 1"=900' 1"=930' 1"=960' 1"=990' 1"=1020' 1"=1050' 1"=1080' 1"=1110' 1"=1140' 1"=1170' 1"=1200' 1"=1230' 1"=1260' 1"=1290' 1"=1320' 1"=1350' 1"=1380' 1"=1410' 1"=1440' 1"=1470' 1"=1500' 1"=1530' 1"=1560' 1"=1590' 1"=1620' 1"=1650' 1"=1680' 1"=1710' 1"=1740' 1"=1770' 1"=1800' 1"=1830' 1"=1860' 1"=1890' 1"=1920' 1"=1950' 1"=1980' 1"=2010' 1"=2040' 1"=2070' 1"=2100' 1"=2130' 1"=2160' 1"=2190' 1"=2220' 1"=2250' 1"=2280' 1"=2310' 1"=2340' 1"=2370' 1"=2400' 1"=2430' 1"=2460' 1"=2490' 1"=2520' 1"=2550' 1"=2580' 1"=2610' 1"=2640' 1"=2670' 1"=2700' 1"=2730' 1"=2760' 1"=2790' 1"=2820' 1"=2850' 1"=2880' 1"=2910' 1"=2940' 1"=2970' 1"=3000' 1"=3030' 1"=3060' 1"=3090' 1"=3120' 1"=3150' 1"=3180' 1"=3210' 1"=3240' 1"=3270' 1"=3300' 1"=3330' 1"=3360' 1"=3390' 1"=3420' 1"=3450' 1"=3480' 1"=3510' 1"=3540' 1"=3570' 1"=3600' 1"=3630' 1"=3660' 1"=3690' 1"=3720' 1"=3750' 1"=3780' 1"=3810' 1"=3840' 1"=3870' 1"=3900' 1"=3930' 1"=3960' 1"=3990' 1"=4020' 1"=4050' 1"=4080' 1"=4110' 1"=4140' 1"=4170' 1"=4200' 1"=4230' 1"=4260' 1"=4290' 1"=4320' 1"=4350' 1"=4380' 1"=4410' 1"=4440' 1"=4470' 1"=4500' 1"=4530' 1"=4560' 1"=4590' 1"=4620' 1"=4650' 1"=4680' 1"=4710' 1"=4740' 1"=4770' 1"=4800' 1"=4830' 1"=4860' 1"=4890' 1"=4920' 1"=4950' 1"=4980' 1"=5010' 1"=5040' 1"=5070' 1"=5100' 1"=5130' 1"=5160' 1"=5190' 1"=5220' 1"=5250' 1"=5280' 1"=5310' 1"=5340' 1"=5370' 1"=5400' 1"=5430' 1"=5460' 1"=5490' 1"=5520' 1"=5550' 1"=5580' 1"=5610' 1"=5640' 1"=5670' 1"=5700' 1"=5730' 1"=5760' 1"=5790' 1"=5820' 1"=5850' 1"=5880' 1"=5910' 1"=5940' 1"=5970' 1"=6000' 1"=6030' 1"=6060' 1"=6090' 1"=6120' 1"=6150' 1"=6180' 1"=6210' 1"=6240' 1"=6270' 1"=6300' 1"=6330' 1"=6360' 1"=6390' 1"=6420' 1"=6450' 1"=6480' 1"=6510' 1"=6540' 1"=6570' 1"=6600' 1"=6630' 1"=6660' 1"=6690' 1"=6720' 1"=6750' 1"=6780' 1"=6810' 1"=6840' 1"=6870' 1"=6900' 1"=6930' 1"=6960' 1"=6990' 1"=7020' 1"=7050' 1"=7080' 1"=7110' 1"=7140' 1"=7170' 1"=7200' 1"=7230' 1"=7260' 1"=7290' 1"=7320' 1"=7350' 1"=7380' 1"=7410' 1"=7440' 1"=7470' 1"=7500' 1"=7530' 1"=7560' 1"=7590' 1"=7620' 1"=7650' 1"=7680' 1"=7710' 1"=7740' 1"=7770' 1"=7800' 1"=7830' 1"=7860' 1"=7890' 1"=7920' 1"=7950' 1"=7980' 1"=8010' 1"=8040' 1"=8070' 1"=8100' 1"=8130' 1"=8160' 1"=8190' 1"=8220' 1"=8250' 1"=8280' 1"=8310' 1"=8340' 1"=8370' 1"=8400' 1"=8430' 1"=8460' 1"=8490' 1"=8520' 1"=8550' 1"=8580' 1"=8610' 1					



PCS Swift Creek Oil Compressor Area

Pasture

41

Hwy 100

Google

© 2015 Google

Imagery Date: 2/15/2015 30°26'42.92" N 82°52'11.82" W elev 268 ft



WAKULLA TITLE CO. INC.

P.O. Box 1022, Crawfordville, Florida 32326-1022 • (850) 926-3934 • FAX (850) 926-1852

WTCI#21152.SEARCH

April 9, 2015

TO: William Preston

RE: White Springs Agricultural Chemicals, Inc., a Delaware corporation

Pursuant to your request, Wakulla Title Company, Inc. has made a careful and diligent search of the Public Records of HAMILTON County, Florida for the period of time from December 10, 1928 to March 31, 2015 on the following described real property, to wit:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

And find the following:

Apparent Title Holder: White Springs Agricultural Chemicals, Inc., a Delaware corporation

and find the following documents filed of record during the time referenced above that appear to affect the title:

1. Deed vesting title to record owner recorded in Official Records Book 369, Page 108, Public Records of Hamilton County, Florida.
2. Subject to reservations in and to all oil, gas and minerals other than phosphate, phosphate rock and phosphatic matrix, as set forth in deed dated August 12, 1975, recorded in Official Records Book 123, Page 242, Public Records of Hamilton County, Florida.
3. Taxes through the year 2014 have been paid.

ID# 2345-010
Market Value \$12,436,724.00
Assessed Value \$10,480,592.00
Taxable Value \$10,480,592.00
GTA \$ 201,053.32 Paid
Delinquencies None

Page 2
April 9, 2015
WTCI#21152.SEARCH

This Report does not purport to insure or guarantee the validity or sufficiency of any documents noted herein. This Report is not to be construed as an opinion, warranty, or guarantee of title, as a Title Insurance Policy or as an Ownership and Encumbrance Report; and its Effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Certified Party only and it may not be used or relied upon by any other party.

IN ACCORDANCE WITH THE FLORIDA STATUTES SECTION 627.7843 THE LIABILITY WAKULLA TITLE COMPANY, INC., MAY SUSTAIN FOR PROVIDING INCORRECT INFORMATION IN THE REPORT SHALL BE THE ACTUAL LOSS OR DAMAGE OF THE CERTIFIED PARTY NAMED ABOVE UP TO A MAXIMUM AMOUNT OF \$1,000.00.

IN WITNESS WHEREOF, Wakulla Title Company, Inc. has been caused the Report to be signed and sealed by an authorized signatory employee on 4/9/15 in accordance with its By-Laws.

WAKULLA TITLE COMPANY, INC.


Brian J. Plant, President

BJP/tsw

EXHIBIT "A"

SURFICIAL AND INTERMEDIATE GROUNDWATER USE RESTRICTION AREA
COMMENCE at the Northeast corner of Section 36, Township 1 North, Range 14 East,
Hamilton County, Florida and run South $01^{\circ}41'37''$ East along the East line of said
Section 36 a distance of 687.16 feet; thence South $88^{\circ}06'06''$ West a distance of 507.36
feet to the POINT OF BEGINNING; thence South $01^{\circ}53'54''$ East a distance of 325.00
feet; thence South $88^{\circ}06'06''$ West a distance of 365.00 feet; thence North $01^{\circ}53'54''$
West a distance of 325.00 feet; thence North $88^{\circ}06'06''$ East a distance of 365.00 feet to
the POINT OF BEGINNING.

This instrument prepared by
(and return to):
James A. Park III
HOLLAND & KNIGHT
P.O. Box 1526
Orlando, Florida 32801-1526

FL 1715 B 369 P 108
CD:HAMILTON ST:FL

FILED AND RECORDED
DATE 09/07/95 TIME 03:08

ELAINE ROZIER CLERK
CD:HAMILTON ST:FL

RECORD VERIFIED

BY SO. B...

DEED

FOR RECORDER'S USE ONLY

DOC STAMPS 369,103.00
INTANG TAX .00

The Grantor, OCCIDENTAL CHEMICAL CORPORATION, a New York corporation, whose mailing address is Occidental Tower, 5005 LBJ Freeway, Suite 2202 (P.O. Box 809050), Dallas, Texas 75380, in consideration of the sum of ten dollars and other valuable considerations received from the Grantee, hereby grants, conveys, assigns and sets over to the Grantee, WHITE SPRINGS AGRICULTURAL CHEMICALS, INC., a Delaware corporation, whose mailing address is Post Office Box 300 (County Road 137), White Springs, FL 32096, the real property and interests in real property and improvements thereon described below.

All of the real property and interests in real property, including all phosphate and other mineral and mining rights, leasehold interests, contract rights, option rights, and other executory rights and interests owned or held by the Grantor and located in Hamilton County or Columbia County, Florida (the "Property"), including, without limitation: (a) all real property and interests in real property, all phosphate and other mineral and mining rights, all leasehold interests, contract rights, option rights, and other executory rights and interests owned or held by the Grantor in the government surveyed land sections identified on Exhibit A attached hereto; (b) all rights of the Grantor, to the extent permitted by and subject to all of the terms and conditions of the instruments of conveyance by which Grantor acquired its ownership interests, which instruments are identified on Exhibit B hereto, to mine and remove any and all such minerals and to use the surface and subsurface of the Property in any manner required or convenient in connection with mining,

URL-128877.3(833)

drilling for, removing, extracting, refining, beneficiating, processing, upgrading, treating, storing, drying, handling, shipping, transporting, selling and marketing any or all such minerals so owned by Grantee or any other minerals and materials from other lands, and for the storage and disposal of wastes and debris resulting therefrom, which rights shall include all rights in connection with such activities to (i) injure the surface and subsurface of the Property, (ii) damage, destroy or dismantle any improvements, crops or timber now or hereafter on the Property, (iii) build, erect, maintain, grant easements for, use and operate roads, railroads, electric transmission lines, communication lines, pipelines, ditches, dams, dikes, settling areas, reservoirs, storage facilities, loading and shipping facilities, washing plants, flotation plants, chemical plants and other beneficiation or treatment facilities on the Property, (iv) make consumptive and other use of the water on or from the Property and drill and use water wells thereon, and (v) use the Property for the disposal of tailings, sands, clays, slimes and other wastes resulting from, and for any other purpose related to, the mining, drilling for, extracting, refining, processing, beneficiating, treating, storing, drying, handling, shipping and transporting of phosphate or other minerals mined by Grantee or Grantee's associates, successors or assigns; (c) all of the real property and real property interests, including phosphate and other mineral rights, identified, created or conveyed to the Grantor in or by the instruments identified on Exhibit B hereto; and

All easements, right-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, owned by Grantor and in any way belonging, relating or appertaining to any of the Property; and

All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Property.

This conveyance is made without any warranty of title, express, implied, or statutory, even to the return of the purchase price, but with full substitution and subrogation of the Grantee, and all persons claiming by, through and under the Grantee, to the extent assignable, in and to all covenants and warranties by the Grantor's predecessors in title and with full subrogation of all rights accruing under the statutes of limitation or prescription under the laws of the state in which the Property is located and all rights of actions of warranty against all former owners of the Property. Any covenants implied by statute or law by use of the

DEED
Page 3

FL 1715 B 369 P 110
CO:HAMILTON ST:FL

word "grants", or other similar words, are hereby expressly waived and disclaimed. The parties agree that, to the extent required by the applicable law to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order except as provided above. EXCEPT AS PROVIDED ABOVE, THE PROPERTY IS ASSIGNED TO GRANTEE AS-IS, WHERE-IS, WITH ALL FAULTS, WITHOUT RECOURSE, COVENANT OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY.

Where the context of this instrument permits, the term "Grantor" includes the corporate predecessors, subsidiaries and affiliates of Grantor, and the term "Grantee" includes the successors, assigns, subsidiaries and affiliates of Grantee.

DATED as of August 31, 1995.

Signed in the presence of: OCCIDENTAL CHEMICAL CORPORATION

(NAME) Mary K. [Signature]

(NAME) Susan Allward
Two witnesses

By: [Signature]
(NAME) Steven V. Parker
As its Vice President

Address: Occidental Tower
5005 LBJ Freeway
Suite 2200
Dallas, Texas 75244

(CORPORATE SEAL)

ORL-1264771633

DEED
Page 4

FL 1715 B 369 P 111
CO:HAMILTON ST:FL

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this
3rd day of August, 1995, by STEVEN U. PARKER
as Vice President of OCCIDENTAL
CHEMICAL CORPORATION, a New York corporation, on behalf of the
corporation, which person is personally known to me/hes-produced
as identification.



(SEAL)
Donna Sivley
Printed/Typed Name: DONNA SIVLEY
Notary Public-State of Texas
Commission Number: N/A

ORL-1258771833

EXHIBIT A

DESCRIPTION OF LAND SECTIONS IN HAMILTON COUNTY AND COLUMBIA COUNTY, FLORIDA, within which Occidental Chemical Corporation owns, leases or otherwise holds real property interests, including easement rights.

This description does not reflect in which county (Hamilton or Columbia) the particular land area is located, because in some numbered sections, townships and ranges, there are lands in each of the two counties.

TOWNSHIP 1 NORTH, RANGE 14 EAST.

Sections 1, 2, 11, 12, 13, 14, 15, 22, 24, 25, 26, 27, 28, 32, 33, 34, 35, 36.

TOWNSHIP 1 SOUTH, RANGE 14 EAST.

Sections 1, 2, 3, 4, 5, 10, 11, 12, 13, 14.

TOWNSHIP 2 NORTH, RANGE 15 EAST.

Sections 19, 21, 28, 29, 30, 31, 32, 33, 34.

TOWNSHIP 1 NORTH, RANGE 15 EAST.

Sections 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36.

DEED
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CO:HAMILTON ST:FL

TOWNSHIP 1 SOUTH, RANGE 16 EAST.

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14,
15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26,
27, 35, 36.

TOWNSHIP 1 NORTH, RANGE 16 EAST.

Sections 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18,
19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29,
30, 31, 32, 33, 34, 35, 36.

TOWNSHIP 1 SOUTH, RANGE 16 EAST.

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14,
15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26,
27, 28, 29, 30, 31, 32, 33, 34, 35, 36.

TOWNSHIP 2 SOUTH, RANGE 16 EAST.

Sections 1, 2, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17,
18, 20, 21, 23, 24, 25, 35, 36.

TOWNSHIP 1 NORTH, RANGE 17 EAST.

Sections 7, 18, 28, 29, 30, 31, 32, 33.

TOWNSHIP 1 SOUTH, RANGE 17 EAST.

Sections 4, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 27, 28,
29, 30, 31, 32, 33, 34.

ORL-128877\833

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CO: HAMILTON ST: FL

TOWNSHIP 2 SOUTH, RANGE 17 EAST.

Sections 3, 4, 5, 6, 7, 8, 9, 10, 16, 17, 18, 19, 29,
30, 31, 32, 33.

TOWNSHIP 3 SOUTH, RANGE 17 EAST.

Sections 3, 4, 5, 6, 7.

(End of Exhibit A)

ORL-120077/633

EXHIBIT B

(List of conveyances by which Grantor acquired ownership interests.)

WHITE SPRINGS REAL PROPERTY INTERESTS

Rights and interests in phosphate rock and other minerals and all rights in land, water and other rights associated with properties in Hamilton and Columbia Counties, Florida, all as conveyed by the instruments described below, excluding the fee or mineral interests described in the instruments referred to in Section VI below.

I.

Conveyances to the Grantor or its predecessors in interest of non-fee simple interests in land, including interests in phosphate rock and phosphatic materials (including surface rights necessary to mine such phosphatic materials).

1. Easement dated October 14, 1966 (Hamilton County, ORB 72, page 143), from Owens-Illinois, Inc., to Occidental Agricultural Chemicals Corporation.
2. Easement dated November 14, 1966 (Hamilton County, ORB 72, page 403), from Horace G. Lewis and Mary Frances Lewis, husband and wife, to Occidental Agricultural Chemicals Corporation.
3. Deed to Phosphate Rock dated December 10, 1971 (Hamilton County, ORB 94, pages 322-342), from Owens-Illinois Development Corporation, Grantor, to Occidental Petroleum Corporation, Grantee.
4. Deed to Phosphate Rock dated July 9, 1973 (Hamilton County, ORB 104, pages 16-46, and Columbia County, ORB 307, page 323), from Owens-Illinois, Inc., and Owens-Illinois Development Corporation, Grantors, to Occidental Chemical Corporation, Grantee.
5. Deed dated July 9, 1973 (Hamilton County, ORB 104, pages 01-15, and Columbia County, ORB 307, page 307), from Monsanto Company, Grantor, to Occidental Chemical Corporation, Grantee.

6. Assignment dated July 9, 1973 (Hamilton County, ORB 103, pages 400-408, and Columbia County, ORB 307, pages 298-306), from Monsanto Company, Grantor, and Occidental Chemical Corporation, Grantee, assigning those mineral interests identified in the Memoranda of Leases set forth in Annex A to this Exhibit B.
7. Deed to Phosphate Rock dated June 25, 1975 (Hamilton County, ORB 121, pages 339-384), from Owens-Illinois Development Corporation and Owens-Illinois, Inc., Grantors, to Occidental Chemical & Phosphate Corporation, Grantee.
8. Deed to Phosphate Rock dated September 4, 1975 (Hamilton County, ORB 125, pages 23-79, and Columbia County, ORB 352, pages 166-222), from Owens-Illinois Development Corporation and Owens-Illinois, Inc., Grantors, to Occidental Chemical & Phosphate Corporation, Grantee.
9. Fee Simple Deed dated September 1, 1964 (Hamilton County, ORB 59, pages 307-334), from Continental Can Company, Inc., Grantor, to International Ore & Fertilizer Corporation, Grantee.
10. Fee Simple Deed and Phosphate Agreement Amendment dated November 20, 1965 (Hamilton County, ORB 68, pages 115-141), from Continental Can Company, Inc., Grantor, to Occidental Agricultural Chemicals Corporation (formerly International Ore & Fertilizer Corporation), Grantee.
11. Fee Simple Deed dated September 8, 1966 (Hamilton County, ORB 72, pages 346-354), from Continental Can Company, Inc., Grantor, to Occidental Agricultural Chemicals Corporation, Grantee.
12. Deed to Phosphate Rock dated March 29, 1968 (Hamilton County, ORB 79, pages 236-257), from Continental Can Company, Inc., Grantor, to Occidental Chemical Corporation, Grantee.
13. Deed to Phosphate Rock dated March 29, 1968 (Hamilton County, ORB 86, pages 224-244), from Continental Can Company, Inc., Grantor, to Occidental Chemical Corporation, Grantee.
14. Deed to Phosphate Rock dated March 29, 1968 (Hamilton County, ORB 87, pages 469-489), from Continental Can Company, Inc., Grantor, to Occidental Chemical Corporation, Grantee.
15. Fee Simple Deed dated November 20, 1965 (Hamilton County, ORB 68, page 98), from Maebell Black and James Graham Black, Jr., individually and as Executrix and Executor of the will of

James Graham Black, deceased, Grantors, to Occidental Agricultural Chemicals Corporation (formerly International Ore & Fertilizer Corporation), Grantee.

16. Deed to Phosphate Rock dated July 31, 1968 (Hamilton County, ORB 80, pages 427-430), from Jesse C. Law and William Henry Law, his wife, Grantors, to Occidental Petroleum Corporation, Grantee.
17. Special Warranty Deed dated May 7, 1964 (Hamilton County, ORB 169, pages 013-015), from Tenneco Oil Company, Grantor, to Occidental Chemical Company, Grantee.
18. Mineral Deed dated February 21, 1985 (Hamilton County, ORB 178, pages 045-046), from Walter Carr, Grantor, to Occidental Chemical & Phosphate Corporation, Grantee.
19. Mineral Deed dated February 21, 1985 (Columbia County, ORB 558, pages 311-313), from Walter Carr, Grantor, to Occidental Chemical & Phosphate Corporation, Grantee.
20. Mineral Deed dated April 20, 1986 (Hamilton County, ORB 194, pages 280-281), from V. R. Graen, Grantor, to Occidental Chemical & Phosphate Corporation, Grantee.
21. Mineral Deed dated September 17, 1987 (Hamilton County, ORB 217, pages 160-161), from Mary Susan Mack Oliver and Mrs. L. W. Mack, Jr., individually and as trustee, Grantors, to Occidental Chemical & Phosphate Corporation, Grantee.
22. Mineral Deed dated October 2, 1987 (Hamilton County, ORB 217, pages 065-066), from Martha Ann Mack Resnik and Mrs. L. W. Mack, Jr., individually and as trustee, Grantors, to Occidental Chemical & Phosphate Corporation, Grantee.
23. Mineral Deed dated July 29, 1987 (Hamilton County, ORB 213, pages 233-234), from William Bertrand Spencer, M.D., and Mrs. R. B. Spencer, individually and as trustee, Grantors, to Occidental Chemical & Phosphate Corporation, Grantee.
24. Mineral Deed dated July 30, 1987 (Hamilton County, ORB 213, pages 237-238), from Nancy Spencer, and Mrs. R. B. Spencer, individually and as trustee, Grantors, to Occidental Chemical & Phosphate Corporation, Grantee.
25. Mineral Deed dated July 30, 1987 (Hamilton County, ORB 213, pages 229-230), from Sally Jane Spencer Sarwe, and Mrs. R. B. Spencer, individually and as trustee, Grantors, to Occidental Chemical & Phosphate Corporation, Grantee.

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26. Mineral Deed dated August 10, 1987 (Hamilton County, ORB 214, pages 264-267), from Louis W. Mack, III, and Mrs. L. W. Mack, Jr., individually and as trustee, Grantors, to Occidental Chemical & Phosphate Corporation, Grantee.
27. Mineral Deed dated August 12, 1987 (Hamilton County, ORB 217, pages 156-159), from Mary Susan Mack Oliver, and Mrs. L. W. Mack, Jr., individually and as trustee, Grantors, to Occidental Chemical & Phosphate Corporation, Grantee.
28. Mineral Deed dated August 12, 1987 (Hamilton County, ORB 217, pages 061-064), from Martha Ann Mack Resnik, and Mrs. L. W. Mack, Jr., individually and as trustee, Grantors, to Occidental Chemical & Phosphate Corporation, Grantee.
29. Mineral Deed dated August 15, 1987 (Hamilton County, ORB 213, pages 241-242), from William Bertrand Spencer, M.D., Sally Jane Spencer Sarne, Nancy Spencer, and Mrs. R. B. Spencer, individually and as trustee, Grantors, to Occidental Chemical & Phosphate Corporation, Grantee.
30. Mineral Deed dated September 4, 1987 (Hamilton County, ORB 214, pages 268-269), from Lewis William Mack, III, and Mrs. L. W. Mack, Jr., individually and as trustee, Grantors, to Occidental Chemical & Phosphate Corporation, Grantee.
31. Deed to Phosphate Rock dated January 11, 1989 (Hamilton County, ORB 238, pages 143-146), from William Jack Vinson and Frances Vinson, his wife, Grantors, to Occidental Chemical Corporation, Grantee.
32. Deed to Phosphate Rock dated January 4, 1990 (Hamilton County, ORB 254, pages 277-281), from Katherine S. Paisley, Sophia S. Falt, and Watkins A. Saunders, Jr., Grantors, to Occidental Chemical Corporation, Grantee.
33. Fee Simple Deed dated January 15, 1965 (Hamilton County, ORB 61, pages 598-602), from Continental Can Company, Inc., to International Ore & Fertilizer Corporation.
34. Quit Claim Deed dated August 12, 1975 (Hamilton County, ORB 131, page 441), from Owens-Illinois Development Corporation to Occidental Chemical & Phosphate Corporation.
35. Mineral Deed dated January 3, 1972 (unrecorded deed increasing the number of acres available to mine without additional payment), from the G. L. Bullard family to Owens-Illinois Development Corporation.

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36. Addendum to Deed to Phosphate Rock dated March 27, 1972 (unrecorded addendum granting the additional rights to mine), from Owens-Illinois Development Corporation to Occidental Petroleum Corporation.

II.

Conveyances to the Grantor or its predecessors in interest of title (surface and subsurface rights) to lands containing phosphate materials.

1. Deed dated July 24, 1981 (Hamilton County, ORB 153, page 449), from B. Purvis and L. Purvis, husband and wife, to Occidental Chemical & Phosphate Corporation.
2. Deed dated July 24, 1981 (Hamilton County, ORB 153, pages 447-448), from W. Johnson and V. H. Wynn, III, to Occidental Chemical & Phosphate Corporation.
3. Deed dated October 23, 1981 (Hamilton County, ORB 154, pages 619-620), from W. Elmore and B. Elmore, husband and wife, to Occidental Chemical & Phosphate Corporation.
4. Deed dated December 28, 1981 (Hamilton County, ORB 155, pages 535-537), from Rufus Anderson and Elizabeth Anderson, husband and wife, to Occidental Chemical & Phosphate Corporation.
5. Deed dated December 20, 1983 (Hamilton County, ORB 165, pages 387-390), from A. Thigpen, B. Watson and M. Spring, a/k/a M. Grabove, to Occidental Chemical & Phosphate Corporation.
6. Deed dated January 15, 1982 (Hamilton County, ORB 165, pages 246-249), from the Roux Heirs to Occidental Chemical & Phosphate Corporation.
7. Deed dated August 20, 1984 (Hamilton County, ORB 171, pages 262), from Harold Vickers and Daisy Vickers, husband and wife, to Occidental Chemical & Phosphate Corporation.
8. Deed dated February 14, 1985 (Hamilton County, ORB 177, pages 273-274), from W. M. Morris and A. Morgan, husband and wife, to Occidental Chemical & Phosphate Corporation.
9. Warranty Deed dated April 27, 1992 (Hamilton County, ORB 301, page 230), from Marthanel M. Sandlin, et al., to Occidental Chemical Corporation.

10. Deed dated July 9, 1973 (Columbia County, ORB 107, page 322), from Monsanto Company to Occidental Chemical Corporation

III.

Conveyances to the Grantor or its predecessors in interest of title (surface and subsurface rights) to lands mined or without mineable phosphate reserves.

1. Fee Simple Deed dated November 20, 1965 (Hamilton County, ORB 68, pages 165-167), from Continental Can Company, Inc., to Occidental Agricultural Chemicals Corporation.
2. Fee Simple Deed and Easement dated September 8, 1966 (Hamilton County, ORB 72, pages 367-381), from Continental Can Company, Inc., to Occidental Agricultural Chemicals Corporation.
3. Fee Simple Deed to Surface Lands dated March 29, 1968 (Hamilton County, ORB 79, pages 271-276), from Continental Can Company, Inc., to Occidental Chemical Corporation.
4. Deed dated July 1, 1969 (Hamilton County, ORB 85, pages 141-146), from Continental Can Company, Inc., to Occidental Chemical Corporation.
5. Deed dated July 18, 1969 (Hamilton County, ORB 85, pages 267-271), from Continental Can Company, Inc., to Occidental Chemical Corporation.
6. Deed dated November 14, 1972 (Hamilton County, ORB 98, page 271), from H. Morgan and I. Morgan, husband and wife, to Occidental Chemical Corporation.
7. Deed dated December 27, 1973 (Hamilton County, ORB 107, pages 118-119), from R. Morgan and N. Morgan, husband and wife, to Occidental Chemical Corporation.
8. Fee Simple Deed to Surface Lands dated October 7, 1974 (Hamilton County, ORB 116, pages 145-151), from Continental Can Company, Inc., to Occidental Chemical & Phosphate Corporation.
9. Fee Simple Deed to Surface Lands dated April 23, 1975 (Hamilton County, ORB 121, pages 400-405), from Continental Can Company, Inc., to Occidental Chemical & Phosphate Corporation.

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10. Warranty Deed dated August 12, 1975 (Hamilton County, ORB 123, pages 242-248), from Sallie P. Camp, et al., to Occidental Chemical & Phosphate Corporation.
11. Fee Simple Deed to Surface Lands dated August 15, 1975 (Hamilton County, ORB 125, pages 265-270), from Continental Can Company, Inc., to Occidental Chemical & Phosphate Corporation.
12. Deed dated November 27, 1975 (Hamilton County, ORB 127, pages 238-241), from Harry T. Reid, et al., to Occidental Chemical & Phosphate Corporation.
13. Deed dated November 15, 1976 (Hamilton County, ORB 131, pages 892-896), from R. Myers, et al., to Occidental Chemical & Phosphate Corporation.
14. Warranty Deed dated May 11, 1977 (Hamilton County, ORB 134, pages 168-171), from The Continental Group, Inc., to Occidental Chemical & Phosphate Corporation.
15. Fee Simple Deed to Surface Lands dated February 25, 1977 (Hamilton County, ORB 134, pages 586-591), from The Continental Group, Inc., to Occidental Chemical & Phosphate Corporation.
16. Warranty Deed dated June 24, 1977 (Hamilton County, ORB 134, pages 186-188), from F. D. Christie and Sue F. Christie to Occidental Chemical & Phosphate Corporation.
17. Warranty Deed dated March 21, 1978 (Hamilton County, ORB 137, pages 448-449), from The Continental Group, Inc., to Occidental Chemical & Phosphate Corporation.
18. Warranty Deed dated May 30, 1978 (Hamilton County, ORB 139, pages 674-675), from Owens-Illinois, Inc., and Owens-Illinois Development Corporation to Occidental Chemical & Phosphate Corporation.
19. Warranty Deed dated August 27, 1979 (Hamilton County, ORB 143, pages 892-893), from H. Hunter to Occidental Chemical & Phosphate Corporation.
20. Personal Representatives' Deed dated October 19, 1979 (Hamilton County, ORB 144, pages 617-619), from the personal representatives of the estate of E. Sistrunk to Occidental Chemical & Phosphate Corporation.

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21. Fee Simple Deed to Surface Lands dated January 4, 1979 (Hamilton County, ORB 142, pages 428-432), from The Continental Group, Inc., to Occidental Chemical & Phosphate Corporation.
22. Fee Simple Deed to Surface Lands dated May 4, 1979 (Hamilton County, ORB 142, pages 546-550), from The Continental Group, Inc., to Occidental Chemical & Phosphate Corporation.
23. Warranty Deed dated April 11, 1979 (Hamilton County, ORB 142, pages 473-475), from The Continental Group, Inc., to Occidental Chemical & Phosphate Corporation.
24. Warranty Deed dated February 29, 1980 (Hamilton County, ORB 147, pages 152-154), from Owens-Illinois, Inc., and Owens-Illinois Development Corporation to Occidental Chemical & Phosphate Corporation.
25. Warranty Deed dated February 29, 1980 (Hamilton County, ORB 147, pages 148-150), from Owens-Illinois, Inc., and Owens-Illinois Development Corporation to Occidental Chemical & Phosphate Corporation.
26. Fee Simple Deed to Surface Lands dated May 12, 1980 (Hamilton County, ORB 148, pages 633-637), from The Continental Group, Inc., to Occidental Chemical & Phosphate Corporation.
27. Special Warranty Deed dated April 9, 1981 (Hamilton County, ORB 152, pages 463-464), from The Continental Group, Inc., to Occidental Chemical & Phosphate Corporation.
28. Fee Simple Deed to Surface Lands dated December 9, 1981 (Hamilton County, ORB 155, pages 404-409), from The Continental Group, Inc., to Occidental Chemical & Phosphate Corporation.
29. Warranty Deed dated April 11, 1983 (Hamilton County, ORB 162, pages 533-536), from H. Lewis and Mary Frances Lewis, husband and wife, to Occidental Chemical & Phosphate Corporation.
30. Warranty Deed dated May 12, 1983 (Hamilton County, ORB 162, pages 537-539), from Owens-Illinois, Inc., and Owens-Illinois Development Corporation to Occidental Chemical & Phosphate Corporation.
31. Fee Simple Deed to Surface Lands dated August 15, 1983 (Hamilton County, ORB 163, pages 510-511), from Continental Savannah Woodlands, Inc., to Occidental Chemical & Phosphate Corporation.

32. Fee Simple Deed to Surface Lands dated March 28, 1984 (Hamilton County, ORB 169, pages 195-200), from Continental Savannah Woodlands, Inc., to Occidental Chemical & Phosphate Corporation.
33. Fee Simple Deed to Surface Lands dated April 8, 1987 (Hamilton County, ORB 209, pages 25-30), from KMI Continental Lake City, Inc., to Occidental Chemical & Phosphate Corporation.
34. Warranty Deed dated May 15, 1987 (Hamilton County, ORB 209, pages 238-240), from KMI Continental Lake City, Inc., and Continental Forest Investments, Inc., to Occidental Chemical & Phosphate Corporation.
35. Quitclaim Deed dated July 24, 1987 (Hamilton County, ORB 214, page 22), from OI Valdosta and Timber STS Inc. to Occidental Chemical & Phosphate Corporation.
36. Special Warranty Deed dated October 28, 1987 (Hamilton County, ORB 218, pages 180-182), from KMI Continental Lake City, Inc., and Continental Forest Investments, Inc., to Occidental Chemical & Phosphate Corporation.
37. Warranty Deed dated May 11, 1988 (Hamilton County, ORB 227, pages 91-93), from KMI Continental Lake City, Inc., and KMI Continental Land Resources, Inc., to Occidental Chemical Corporation.
38. Warranty Deed dated May 11, 1988 (Hamilton County, ORB 227, pages 101-104), from KMI Continental Lake City, Inc., KMI Continental Land Resources, Inc., to Occidental Chemical Corporation.
39. Warranty Deed dated May 11, 1988 (Hamilton County, ORB 227, pages 98-100), from KMI Continental Lake City, Inc., KMI Continental Land Resources, Inc., to Occidental Chemical Corporation.
40. Fee Simple Deed to Surface Lands dated November 16, 1988 (Hamilton County, ORB 235, pages 150-157), from KMI Continental Lake City, Inc., to Occidental Chemical Corporation.
41. Warranty Deed dated September 14, 1988 (Hamilton County, ORB 233, pages 40-42), from Nekoosa Packaging Corporation to Occidental Chemical Corporation.

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42. Warranty Deed dated December 22, 1986 (Hamilton County, ORB 217, pages 42-43), from F. & W. Hancock to Occidental Chemical Corporation.
43. Warranty Deed dated March 23, 1989 (Hamilton County, ORB 241, pages 206-210), from J. C. Camp, as the personal representative of the estate of Sallie P. Camp, et. al., to Occidental Chemical Corporation.
44. Limited Warranty Deed dated June 13, 1989 (Hamilton County, ORB 246, pages 70-72), from KMI Continental Lake City, Inc., and KMI Continental Land Resources, Inc., to Occidental Chemical Corporation.
45. Warranty Deed dated October 18, 1990 (Hamilton County, ORB 269, pages 320-326), from KMI Continental Lake City, Inc., and Continental Forest Investments, Inc., to Occidental Chemical Corporation.
46. Fee Simple Deed to Surface Lands dated June 21, 1991 (Hamilton County, ORB 288, pages 289-292), from Bienville Forest Investments, Inc., to Occidental Chemical Corporation.
47. Special Warranty Deed dated September 12, 1991 (Hamilton County, ORB 291, pages 45-47), from Camp, et al, LTD., and Sara Camp Abel to Occidental Chemical Corporation.
48. Warranty Deed dated December 31, 1991 (Hamilton County, ORB 297, page 327), from Bienville Forest Investments, Inc., to Occidental Chemical Corporation.
49. Fee Simple Deed to Surface Lands dated November 7, 1991 (Hamilton County, ORB 295, page 348) from Bienville Forest Investments, Inc., to Occidental Chemical Corporation.
50. Warranty Deed dated August 31, 1992 (Hamilton County, ORB 308, page 158) from Four States Timber Venture to Occidental Chemical Corporation.
51. Warranty Deed dated August 31, 1992 (Hamilton County, ORB 308, page 161) from Four States Timber Venture to Occidental Chemical Corporation.
52. Warranty Deed dated August 31, 1992 (Hamilton County, ORB 308, page 165) from Four States Timber Venture to Occidental Chemical Corporation.

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53. Fee Simple Deed to Surface Lands dated October 15, 1992 (Hamilton County, ORB 312, page 320) from Bienville Forest Investments, Inc., to Occidental Chemical Corporation.
54. Warranty Deed dated June 22, 1993 (Hamilton County, ORB 324, page 289) from Mary Frances Lewis to Occidental Chemical Corporation.
55. Special Warranty Deed dated July 6, 1993 (Hamilton County, ORB 332, page 118) from Camp, et al., Ltd., and Sara Camp Abel to Occidental Chemical Corporation.
56. Warranty Deed dated July 16, 1993 (Hamilton County, ORB 330, page 160) from Four States Timber Venture to Occidental Chemical Corporation.
57. Warranty Deed dated August 23, 1993 (Hamilton County, ORB 328, page 296) from Bienville Forest Investments, Inc., to Occidental Chemical Corporation.
58. Warranty Deed dated December 13, 1993 (Hamilton County, ORB 336, page 174) from J. C. Law, et al., to Occidental Chemical Corporation.
59. Personal Representative's Deed dated December 16, 1993 (Hamilton County, ORB 336, page 183) from James Carol Law, Sr., as personal representative of the estate of Jesse C. Law, Sr., to Occidental Chemical Corporation.
60. Deed, dated August 24, 1994 (Hamilton County, ORB 350, pages 192-197) from G. L. Bullard heirs to Occidental Chemical Corporation.
61. Deed, dated September 9, 1994 (Hamilton County, ORB 349, pages 225-256) from M. F. Lewis to Occidental Chemical Corporation.
62. Deed, dated November 18, 1994 (Hamilton County, ORB 354, pages 105-109) from Camp, et al., to Occidental Chemical Corporation.
63. Deed, dated June 20, 1995 (Hamilton County, ORB 365, pages 236-238) from Hamilton County to Occidental Chemical Corporation.

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IV.

Leases of interests in Hamilton and Columbia Counties,
Florida conveyed to the Grantor or its predecessors in
interest.

1. Lease dated September 30, 1988 (Hamilton County, ORB 238, pages 138-141), between Charlie Cross and Alberta Cross, Lessors, and Occidental Chemical Corporation, Lessee
2. The mineral leases to Monsanto Company identified on Annex A to this Exhibit B, including all extensions thereof and all amendments thereto.

V.

Contracts for the acquisition of additional lands.

1. Option for Surface Land dated March 29, 1968 (Hamilton County ORB 78, page 277), between Continental Can Company, Inc., Grantor, Occidental Chemical Corporation, Warrantor, and Occidental Petroleum Corporation, Grantee.
2. Various of the conveyances of phosphate and phosphatic materials, identified in Part I of this Exhibit B grant or create options to purchase the lands to which the conveyance pertains upon the occurrence of stated events (such as the reclamation of the lands subsequent to mining) and upon the terms and conditions stated therein.

VI.

Minerals and real property interests disposed of by the
Grantor or its affiliates or corporate predecessors.

1. Warranty Deed dated February 10, 1965 (Hamilton County, ORB 62, pages 01-04), from International Ore & Fertilizer Corporation and Occidental Petroleum Corporation to Southeast Hamilton County, Florida, Industrial Development Association, Incorporated.
2. Quitclaim Deed dated July 24, 1987 (Columbia County, recording data unavailable), from Occidental Chemical & Phosphate Corporation to OI Valdosta and Timber STS, Inc.

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3. Quitclaim Deed dated September 18, 1989 (Columbia County, ORB 700, page 515), from Occidental Chemical Corporation and Oak Grove Baptist Church.
4. Quitclaim Deed dated January 2, 1990 (Columbia County, ORB 708, page 709), from Occidental Chemical Corporation to Nekoosa Packaging Corporation.
5. Quitclaim Deed dated July 2, 1990 (Hamilton County, ORB 266, page 88), from Occidental Chemical Corporation to Suwannee River Water Management District.
6. Quitclaim Deed dated December 3, 1990 (Hamilton County, ORB 280, page 284), from Occidental Chemical Corporation to Suwannee River Water Management District.
7. Corrective Quitclaim Deed dated April 9, 1991 (Hamilton County, ORB 283, pages 317-319), from Occidental Chemical Corporation to Suwannee River Water Management District.
8. Quitclaim Deed dated October 22, 1991 (Columbia County, ORB 756, pages 2133-2134), from Occidental Chemical Corporation to Suwannee River Water Management District.
9. Quitclaim Deed dated April 27, 1992 (Hamilton County, ORB 301, page 277), from Occidental Chemical Corporation to Marthanel E. Sandlin.
10. Quitclaim Deed dated July 8, 1982 (Hamilton County, ORB 158, page 178), from Occidental Chemical & Phosphate Corporation to Owens-Illinois Development Corporation.
11. Deed dated June 2, 1980 (Hamilton County, ORB 148, page 721), from The Continental Group, Inc., and Occidental Chemical & Phosphate Corporation to Oxy Employees Federal Credit Union.
12. Lease dated January 19, 1988, between Occidental Chemical & Phosphate Corporation and Hamilton County.
13. Corrective Quitclaim Deed dated September 28, 1993 (Hamilton County, ORB 334, page 34), from Occidental Chemical Corporation to Suwannee River Water Management District.
14. Agreement for Release of Interest and Release of Claims dated December 13, 1993 (Hamilton County, ORB 336, page 177), from Occidental Chemical Corporation to J. C. Law, et al.

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15. Quit Claim Deed, dated February 3, 1993 (Hamilton County ORB 326, page 263) from Occidental Chemical Corporation to Suwanee River Water Management District.
16. Warranty Deed, dated June 6, 1995 (Hamilton County ORB 365, pages 234-235) from Occidental Chemical Corporation to Hamilton County.

The aforementioned rights and interests referred to in Parts I through V of this Exhibit B are subject to limitations and reservations contained in the respective conveyance instruments.

(End of Exhibit B)

ORL-126677(833)

ANNEX A
TO
EXHIBIT B

LESSORS	Date of Execution	Memorandum of Lease/ Lease Extension Recorded at:		Date of Recording	County
		Book	Page		
' P. D. Sandlin, Jr., individually, as Administrator of the Estate of Cecil Sandlin, deceased, and as sole heir at law of Cecil Sandlin who died intestate on or about May 29, 1945; and Marthene M. Sandlin, his wife (re-recorded)	02/19/66	68	47-49	02/25/66	Hamilton
		69	85-87	04/11/66	Hamilton
Mrs. Oma S. Purvis, a widow (re-recorded)	05/13/65	66	54-55	02/28/66	Hamilton
		69	88-90	04/11/66	Hamilton
Lease Extension Mrs. Oma S. Purvis, a widow	09/15/92	308	155	10/02/92	Hamilton
Orrie B. McCormick and her husband, C. H. McCormick, and Berta Melba Reeves, and her husband, J. L. Reeves	04/11/66	74	294-296	02/13/67	Hamilton
Lease Extension Orrie B. McCormick and her husband, C. H. McCormick, and Berta Melba Reeves, and her husband, J. L. Reeves	09/29/92	309	196	10/23/92	Hamilton
[Amendment to mineral lease]	12/22/66	74	297-299	02/13/67	Hamilton
Mrs. Ruby D. Hicks	06/29/65	70	173-174	06/14/66	Hamilton
' Susie E. Jordan and her husband, E. B. Jordan	04/29/65	66	239-241	12/06/65	Hamilton
' J. W. McAlpin and his wife, Elizabeth McAlpin	03/22/65	63	415-417	05/19/65	Hamilton
' L. F. Carver and his wife, Virginia Carver	05/12/65	69	91-93	04/11/66	Hamilton
D. E. Kirkman and Pauline M. Kirkman, his wife	09/28/66	72	275-277	11/02/66	Hamilton
Lease Extension D. E. Kirkman and Pauline M. Kirkman, his wife	09/14/92	308	152-154	10/02/92	Hamilton

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Lessee	Date of Execution	Memorandum of Lease/ Lease Extension Recorded With		Date of Recording	County
		Book	Page		
Anthony Abdalla and Marie Stage Abdalla, husband and wife	02/24/66	71	439-441	09/14/66	Hamilton
	02/24/66	71	456-458	09/14/66	Hamilton
	02/24/66	71	453-455	09/14/66	Hamilton
	02/24/66	209	37-39	09/13/66	Columbia
Lease Extension Anthony Abdalla and Marie Stage Abdalla, husband and wife	10/12/92	1240	190-194	03/16/93	Hamilton
Vivian C. Anderson	02/25/66	72	266-268	11/02/66	Hamilton
	02/25/66	72	269-271	11/02/66	Hamilton
	02/25/66	211	434-436	11/04/66	Columbia
	02/25/66	211	440-442	11/04/66	Columbia
Lease Extension Vivian C. Anderson	10/07/92	309	195-197	10/23/92	Hamilton
John T. Abdalla and Eretree McHenry Abdalla, husband and wife	02/16/66	71	442-444	08/14/66	Hamilton
	02/16/66	71	446-470	09/14/66	Hamilton
	02/16/66	71	463-467	09/14/66	Hamilton
	02/16/66	209	22-24	09/13/66	Columbia
	02/16/66	209	25-27	09/13/66	Columbia
Lease Extension John T. Abdalla and Eretree McHenry Abdalla, husband and wife	10/09/92	309	204-206	10/23/92	Hamilton
L. C. Kirby and his wife, Eunice E. Kirby	02/25/67	76	81-83	06/20/67	Hamilton
	02/25/67	223	98-100	06/16/67	Columbia
Lease Extension L. C. Kirby and his wife, Eunice E. Kirby	09/10/92	306	149	10/02/92	Hamilton
Elizabeth Craft	06/31/66	72	272-274	11/02/66	Hamilton
Lease Extension Elizabeth Craft Benson	09/24/92	309	201-203	10/23/92	Hamilton
Jacob Abdalla and Mary T. Abdalla, husband and wife	02/24/66	209	34-36	09/13/66	Columbia
S. E. Dyer, trustee, under a deed by Vivian C. Craft Anderson	02/25/64	211	437-439	11/04/66	Columbia
Jessie Spradley and his wife, Annie Mae Spradley	03/10/65	184	394-396	05/19/65	Columbia
Howard B. Buckles, Jr., single, and his mother, Mabel Joyner Buckles, a widow	12/20/65	206	139-140	07/26/66	Columbia
Lease Extension Howard B. Buckles, Jr., a single person, and his mother, Mabel Joyner Buckles, a widow	09/29/92	746	712-714	10/16/92	Columbia
Evelyn Joyner Hall, divorced	12/21/65	206	141-143	07/26/66	Columbia

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LEASOR	Date of Execution	Memorandum of Lease/ Lease Extension Recorded at:		Date of Recording	County
		Book	Page		
K. C. Joyner and his wife, Martha Joyner, and Mary Ann Olson and her husband, Frank Olson	07/11/66	210	276-278	10/10/66	Columbia
Lease Extension K. C. Joyner and his wife, Martha Joyner, Mary Ann Olson and her husband, Frank Olson	09/30/92	766	715-717	10/16/92	Columbia
Margaret Chandler, a widow	05/10/65	205	252-254	07/07/66	Columbia
Leo Register and his wife, Josephine A. Register	03/04/65	198	195-199	02/11/66	Columbia
Lease Extension Leo Register and his wife, Josephine A. Register	10/16/92	768	507-509	12/04/92	Columbia
J. D. Durrance and his wife (decd) Durrance (Amendment to mineral lease)	03/26/65	184	403-405	05/19/65	Columbia
	01/07/67	218	45-46	02/16/67	Columbia
R. B. Thomas and his wife, Minnie Belle Thomas	03/02/65	187	361-366	07/27/65	Columbia
		306	335-337	06/29/73	Columbia
Lease Extension R. B. Thomas and wife, Minnie Bell Thomas	09/30/92	768	505	12/04/92	Columbia
Pete Spradley and his wife, Ermon Spradley (re-recorded to correct error in legal description)	01/30/67	218	437-439	03/06/67	Columbia
	09/20/67	227	343-345	10/09/67	Columbia
Lula M. Pressley, Myron Crawford and his wife, Hughilob Crawford, Joe C. Crawford and his wife, Annie Crawford, Cecil Crawford and his wife, Stella Crawford	04/17/65	194	224-227	12/07/65	Columbia
Harry Anderson and his wife, Eunicestine S. Anderson	10/16/66	244	450-452	02/06/69	Columbia
A. G. Milton and his wife, Orrie Belle Milton	03/16/65	184	406-408	05/19/65	Columbia
	04/01/65	184	409-411	05/19/65	Columbia
Lease Extension A. G. Milton and his wife, Orrie Belle Milton	09/24/92	766	709-711	10/16/92	Columbia
Amendment to mineral lease	06/05/67	223	528-529	07/07/67	Columbia
C. B. Terry and his wife, Frances D. Terry	04/02/65	184	397-399	05/19/65	Columbia
Lease Extension C. B. Terry and his wife, Frances D. Terry	09/22/92	766	718-720	10/16/92	Columbia

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Lease	Date of Execution	Memorandum of Lease/ Lease Extension Recorded at:		Date of Recording	County
		Book	Page		
1 E. E. Thomas and his wife, Annie Mae Thomas					
Parcel 1	01/25/66	229	78-80	11/13/67	Columbia
Parcel 11	01/25/66	229	78-80	11/13/67	Columbia
Lease Extension					
E. E. Thomas and his wife, Annie Mae Thomas	09/29/92	768	510-512	12/04/92	Columbia
Cliffie P. Green and Robert Louis Green and Grace B. Green	04/23/65	194	216-217	12/07/65	Columbia
Frank S. Thomas and his wife, Elizabeth Thomas	03/17/66	202	402-404	04/26/66	Columbia
1 J. B. Durrance, (Deck) Durrance, E. B. Thomas, Minnie Bell Thomas, Roy Spradley, Ethel Spradley, Mannon Durrance, and Helen Durrance.	03/27/65	184	400-402	05/19/65	Columbia
[Amendment to lease]	01/07/67	218	47-49	02/16/67	Columbia
Lease Extension					
J. B. Durrance, (Deck) Durrance, E. B. Durrance, E. B. Thomas, Minnie Bell Thomas, Roy Spradley, Ethel Spradley, Mannon Durrance, and Helen Durrance	10/13/92	768	497-502	12/04/92	Columbia
1 Eugenie F. Lester, a widow, E. C. Lester, Jr., and Jean V. Lester, his wife, Carolyn Lester Lyons and Samuel E. Lyons, her husband	06/11/66	209	196-199	09/17/66	Columbia
	06/11/66	209	197-195	09/17/66	Columbia
Lease Extension					
Eugenie F. Lester, a widow, E. C. Lester, Jr., and Jean V. Lester, his wife, Carolyn Lester Lyons and Samuel E. Lyons, her husband	09/16/92	766	706-708	10/16/92	Columbia

Some portion of the mineral acre to which the designated lease pertains has been released by the Grantor or its predecessor in interest, Monsanto Company.

(End of Annex A to Exhibit B)

ORL-1208771633

CEB/RT
7/24/75

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OFFICIAL RECORDS

WARRANTY DEED

14576

THIS WARRANTY DEED made this _____ day of August, 1975, by SALLIE P. CAMP, Widow, RAYMOND J. CAMP, JR., sometimes also known as R.J. CAMP, JR. joined by his wife JIM CORBETT CAMP, JOHN C. CAMP joined by his wife, ERCEL A. CAMP, all of Jasper, Hamilton County, Florida, and SARA CAMP ABEL joined by her husband, WALTER B. ABEL, Atlanta, Georgia, hereinafter called the Grantors, to OCCIDENTAL CHEMICAL & PHOSPHATE CORPORATION, a corporation existing under the laws of the State of California, with its permanent post office address at Post Office Box 1185, Houston, Texas 77001, hereinafter called the Grantee:

WITNESSETH: That the Grantors, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Hamilton County, Florida described on "SCHEDULE A" attached hereto and by reference incorporated herein.

This Deed is expressly made and accepted subject to all easements, whether recorded or not, the rights of parties in possession, mechanic's or materialmen's liens, if any, which may have arisen or which may hereafter arise in connection with present construction upon the land described on Schedule A hereof, and subject to all right, title and interest, if any, which Owens-Illinois Inc. and/or Owens-Illinois Development Corporation has or may have in and to the land described on Schedule A hereof.

RESERVING, HOWEVER, to the Grantors, their heirs, legal representatives, successors and assigns forever an undivided one-half interest in and to all oil, gas and minerals other than phosphate, phosphate rock and phosphatic matrix, in and under the surface of the land described on Schedule A attached hereto, which reservation by Grantors shall be subject to the following terms and conditions:

THIS INSTRUMENT WAS PREPARED BY
CLARENCE E. BRANNON, JR.
BRANNON, BROWN, NORMIS, VOCELLE & HALEY, ATTORNEYS
AT LAW, STATE EXCHANGE BANK BLDG., LAKE CITY, FLORIDA

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1. Grantee shall be under no duty or obligation, express or implied, to develop or permit the oil, gas or said limited mineral rights herein referred to, to be developed. Grantee shall, in its sole discretion, determine when and if the oil, gas and said limited mineral rights under the land described on Schedule A hereof shall be developed, and when and if such rights shall be leased to a third party. Without limiting the generality of the foregoing, Grantee shall have the exclusive right and privilege of making, executing and delivering all oil, gas and such limited mineral leases on said land described on Schedule A hereof and Grantors shall never be required or entitled, except as hereinafter provided, to join in the execution of any such lease. Grantors shall have no right of ingress, egress or exploration, nor any other surface right.
2. After first deducting all necessary and reasonable expenses directly incurred, Grantee shall pay or cause to be paid to Grantors one-half of all sums of money, including, without limitation, royalties, bonuses, rentals, deferred rentals and any and all other payments received by Grantee from other persons under any oil, gas or lease of minerals other than phosphate, phosphate rock and phosphatic matrix, covering the land described on Schedule A hereof or any part thereof. The payments provided for in this paragraph shall be made by Grantee to Grantors within sixty (60) days after receipt thereof by Grantee. Grantee covenants it will not, without the written consent of Grantors, enter into any such lease or agreement whereby Grantors will receive as royalty less than one-sixteenth (1/16th) of the amount of oil and gas produced, on or from the land described on Schedule A hereof, or whereby Grantee will receive or enjoy a greater or lesser amount than Grantors of the consideration for or under any such lease or agreement. Grantee further covenants that it will not, without the written consent of Grantors, enter into any such lease or agreement whereby Grantors will receive as royalty less than 2.5% of the value of such minerals (other than phosphate, phosphate rock and phosphatic matrix) after the same have been mined, processed and sold, f.o.b. plant, after first deducting all cost of handling and insurance. Such royalty (not less than 2.5%) shall only apply to and be payable upon the form of the mineral in which it is first usually sold and not thereafter. There shall be deducted from all payments to Grantors their proportionate share of all taxes, severance taxes and mineral ad valorem taxes upon the rights reserved hereby or measured by production of oil, gas or minerals other than phosphate, phosphate rock and phosphatic matrix.
3. In the event oil, gas or minerals other than phosphate, phosphate rock and phosphatic matrix

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are produced from land described on Schedule A hereof at a time when no lease or agreement with a third party is in effect, Grantors, unless they agree in writing to take a lesser amount, shall be entitled to 1/16th of the amount of oil and gas produced, on or from the land described on Schedule A hereof, and 2.5% of the value of such minerals (other than phosphate, phosphate rock and phosphatic matrix) after the same have been mined, processed and sold, f.o.b. plant, after first deducting all costs of handling and insurance. Said 2.5% shall only apply to and be payable upon the form of the mineral in which it is first usually sold and not thereafter. There shall be deducted from all payments to Grantors their proportionate share of all taxes, severance taxes and mineral ad valorem taxes upon the rights reserved hereby or measured by production of oil, gas or minerals other than phosphate, phosphate rock and phosphatic matrix. It is expressly understood that the sums payable, or the property to be delivered by Grantee under the provisions of this paragraph, to Grantors shall be paid or delivered to Grantors without additional costs to Grantors, and Grantors are not obligated hereunder to expend any sum or sums of money, or incur any expense (except as herein provided) in connection with the exercise of said oil and gas rights and limited mineral rights.

4. All payments to be made to Grantors hereunder may be mailed or delivered for deposit to the credit of John C. Camp, Jasper, Florida, for himself and as agent for Grantors, their heirs, legal representatives, successors and assigns in The Atlantic National Bank of Jacksonville, Jacksonville, Florida 32203, or such other agent or Bank within the United States as Grantors shall by written notice to Grantee direct and such Bank and its successor shall continue to be the depository for such payment as the representative and agent of Grantors, their heirs, legal representatives, successors and assigns. The death of any of the Grantors or anyone claiming by, through or under them, or either of them shall not terminate Grantee's right to deposit all payments in said depository bank, or its successor bank. The mailing of the check or draft by Grantee or Grantee's successor in title, to said bank or its said successor, on or before the payment date shall be considered as payment within said time. Should said bank fail or refuse to accept Grantee's check or draft, the attempted payment in the manner herein provided shall not be thereby rendered ineffective until 30 days after Grantors shall have furnished Grantee with a recordable instrument naming a new depository.
5. While Grantee is privileged under paragraph 2 above to enter into lease agreements with others covering such oil, gas and minerals other than phosphate, phosphate rock and phosphatic matrix and Grantee is privileged under the provisions of paragraph 3 above alone or with its associates or joint venturers to mine, explore for, develop,

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drill and produce, etc. such oil, gas and minerals other than phosphate, phosphate rock and phosphatic matrix, Grantee shall not be privileged without the written consent of Grantors to sell Grantor's interest in any such oil, gas or minerals other than phosphate, phosphate rock and phosphatic matrix, in place, to others.

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 Grantors hereby covenant with said Grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except those set forth herein and except taxes accruing subsequent to December 31, 1974.

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, Grantors warranty as to the ownership of the surface of the lands described on Schedule A hereof (which is to be treated as joint and several) is and shall be limited to \$200.00 per acre. Grantors warranty as to the remaining (sub-surface) interest in the lands described on Schedule A hereof is as set forth in Mineral Deeds recorded in Official Records Book 70, pages 91-126 and Official Records Book 73, pages 1-33, both of the Public Records of Hamilton County, Florida.

IN WITNESS WHEREOF, THE SAID Grantors have hereunto set their hands and seals the day and year

first above written.

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SALLIE P. CAMP (S)

RAYMOND J. CAMP, JR. sometimes also
known as R.J. CAMP, JR. (S)

JIM CORBETT CAMP (S)

JOHN C. CAMP (S)

ERCEL A. CAMP (S)

Signed, sealed and delivered
in the presence of:

James H. Abel
Walter B. Abel
As to all parties of the first
part except Sara Camp Abel and
Walter B. Abel

SARA CAMP ABEL (S)

WALTER B. ABEL (S)

Signed, sealed and delivered
in the presence of:

James H. Abel
Walter B. Abel
As to Sara Camp Abel and Walter
B. Abel

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WITNESS my hand and official seal in the County and State
last aforesaid, this day of 1975.

My Commission Expires:

(NOTARIAL SEAL)



"SCHEDULE A" TO WARRANTY DEED
FROM CAMP
TO
OCCIDENTAL CHEMICAL & PHOSPHATE CORPORATION

TOWNSHIP 1 NORTH - RANGE 14 EAST

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OFFICIAL RECORD

Section 25: All of S½ EXCEPT NW¼ OF SE¼

Section 26: All lying north and east of
right-of-way of G.S. & F.
Railroad Company EXCEPT N½
of NE¼, EXCEPT SE¼ of NE¼
and EXCEPT NE¼ of NW¼

Section 27: All of the NE¼ lying north and
east of right-of-way of G.S. &
F. Railroad Company

Section 35: All lying north and east of
right-of-way of G.S. & F.
Railroad Company

Section 36: All lying north and east of
right-of-way of G.S. & F.
Railroad Company

TOWNSHIP 1 SOUTH - RANGE 14 EAST

Section 1: Those portions of NW¼ and
N½ of NE¼ lying north and
east of right-of-way of
G.S. & F. Railroad Company
EXCEPT that part bounded on
the South by south line of
the N½ of NE¼, on the west
by a graded road as the same
existed June 9, 1966 and on
the northeast by the north-
easterly boundary line of the
right-of-way of transmission line of
Florida Power Corporation as
the same existed June 9, 1966,
said excepted portion being
also described as: Commence
at the Southeast corner of N½
of NE¼ and run S88°20'56"W
along the South line of said
N½ of NE¼ 1028.22 feet to the
POINT OF BEGINNING; thence
N42°10'08" W 759.66 feet; thence
S29°46'13" W 263.70 feet; thence
S17°29'32" W 372.44 feet; thence
N88°20'56" E along said South line
of N½ of NE¼ 753.15 feet to POINT
OF BEGINNING.

STATE OF FLORIDA
DOCUMENTARY
SUR TAX



\$11.00

STATE OF FLORIDA
DOCUMENTARY
SUR TAX



\$11.00

STATE OF FLORIDA
DOCUMENTARY
SUR TAX



\$5.50

Containing in the aggregate 1,508.73
acres more or less in Hamilton County,
Florida.

FILED FOR RECORD AND RECORDED IN OFFICIAL RECORD

BOOK 123 PAGE 242-48

COUNTY, FLORIDA, THIS 25th DAY OF August A.D. 1975

AT 11:10 O'CLOCK A.M.

J. R. MILLER, CLERK

By Rhonda Perry, CC



Print Bill

NOTICE OF AD VALOREM TAXES & NON-AD VALOREM ASSESSMENTS

BILL # R 240900 2014

REAL ESTATE TAX/NOTICE RECEIPT FOR HAMILTON COUNTY

PROPERTY # R 2345-010

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	TAX AMOUNT
SCHOOL-RLC	.00489200	\$50,846.45
COUNTY	.01000000	\$104,865.92
SUWAN RIV WATER	.00041410	\$4,349.01
SCHOOL DISC	.00245800	\$21,066.94
TOTAL AD-VALOREM:		\$201,053.32

**WHITE SPRINGS AGRICULTURAL
CHEMICALS INC
P. O. BOX 300
WHITE SPRINGS, FL 32096-0300**

NON-AD VALOREM ASSESSMENTS

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

COMBINED TAXES & ASMTS:

\$201,053.32

79.160 ACRES
36 1N 14E 1299A
ALL LYING N & E OF R/W OF
GS&F RR ORB 123-248

DISCOUNT:

\$8,042.13

FAIR MKT VALUE	\$12,436,724.00	DIST	4
ASSESS	\$10,480,592.00	EXEMPT VALUE	\$0.00
TAXABLE VALUE	\$10,480,592.00		

UNPAID BALANCE:

\$0.00

Exemptions:

** PAID **

Last Payment: 11/30/2014 Receipt number: 6242

Property Address:

Amount
Collected: \$193,011.19 Discount Amount: \$8,042.13



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Via Certified Mail
7014-1820-0001-7241-0800

March 9, 2015

Lynal N. DeFalco
Florida Department of Environmental Protection
7525 Baymeadows Way Suite 100
Jacksonville, Florida 32256

Re: Proof of Publication of Notice of Proposed Agency Action,
FDEP Facility ID #24/8518521 White Springs Agricultural Chemicals Inc.

Dear Mr. DeFalco

Enclosed please find the newspaper affidavit for the Legal Notice published in The Jasper News on March 5, 2015.

If you have any questions, please contact David Still at (386) 397-8265.

Sincerely,

David A. Still
Manager, Environmental Affairs

FDEP 2015 MAR 19 AM 10:59

The Jasper News
Published Weekly
Post Office Box 370 386-362-1734
Live Oak, Florida 32064

STATE OF FLORIDA
COUNTY OF HAMILTON:

Before the undersigned authority personally appeared
Louise Sheddan

who on oath says that she is
Legal Secretary

of The Jasper News, a weekly newspaper published
at Jasper in Hamilton County, Florida; that the
attached copy of advertisement, being a

PUBLIC NOTICE

in the matter of

DEP NOTICE OF PROPOSED AGENCY ACTION

was published in said newspaper in the issues of

MARCH 5, 2015

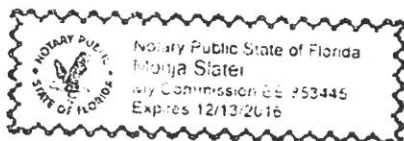
Affiant further says that the said The Jasper News
is a newspaper published at Jasper in said Hamilton
County, Florida, and that the said newspaper has
heretofore been continuously published in said Hamilton
County, Florida, each week and has been entered as second
class mail matter at the post office in Jasper, in said
Hamilton County, Florida, for a period of one year next
preceding the first publication of the attached copy of
advertisement; and affiant further says that he has
neither paid nor promised any person, firm or corporation
any discount, rebate, commission or refund for the purpose
of securing this advertisement for publication in said
newspaper.

Sworn to and subscribed before me this 6th day of
March, 2015.

(SEAL) Notary Public

Personally known ☒ or produced identification _____

Type of identification produced _____



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION NOTICE OF
PROPOSED AGENCY ACTION

The Florida Department of Environmental Protection (FDEP) gives notice that it proposes to approve to issue a Site Rehabilitation Completion Order with Conditions for a contaminated site. PCS Administration (USA), Inc. (PCS) is seeking this determination in reference to FDEP Facility ID #24/8518521, the PCS Phosphate Swift Creek Chemical Complex located at Highway 137, White Springs, Hamilton County, Florida and intends to restrict exposure to contamination on the subject property in the following manner:

There shall be no use of groundwater under the Restricted Property to a depth of one hundred forty (140) feet below land surface. Any shallow well installation proposed by PCS or others shall be pre-approved in writing by FDEP's Division of Waste Management (DWM). In addition to any authorizations required by the Division of Water Resources Management and the Suwannee River Water Management District. The area of soil contamination on the portion of the Restricted Property described as Engineering Control Concrete Cap Restricted Area shall be permanently covered with a concrete cap that prevents human exposure (Engineering Control). An Engineering Control Maintenance Plan (ECMP) has been approved by the Department and specifies the frequency of inspections and monitoring for the Engineering Control, maintenance of the Engineering Control, and criteria for determining when the Engineering Control has failed. Existing stormwater swales, stormwater detention or retention facilities, or ditches on an identified portion of the Restricted Property shall not be altered, modified or expanded, and there shall be no construction of new stormwater swales, stormwater detention or retention facilities, or ditches on the Restricted Property without prior written approval of FDEP's DWM in addition to any authorization required by the Division of Water Resources Management and the Suwannee River Water Management District. For any dewatering activities on the Restricted Property, a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

Complete copies of the No Further Action Proposal, the draft restrictive covenant, the ECMP, and the FDEP's preliminary evaluation are available for public inspection during normal business hours 8:00 a.m. to 5:00 p.m. Monday through Friday, except legal holidays at the FDEP, Northeast District Office, 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida 32256.

Local governments with jurisdiction over the property subject to the Institutional Control have 30 days from publication of this notice to provide comments to the FDEP. Such comments must be sent to Lynel M. DeFalco on behalf of the FDEP, Northeast District Office, 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida 32256, or lynel.defalco@dop.state.fl.us. 03/05/15