

ATTACHMENT C

This instrument prepared by:
J. Bradford Hines
Crawford, Owen & Hines, P.A.
144 First Avenue South
St. Petersburg, Florida 33701

CONSERVATION EASEMENT

This grant of Conservation Easement is made this 3 day of May, 2002, by FLORIDA POWER CORPORATION, a corporation organized and validly existing under and by virtue of the laws of the State of Florida ("Grantor"), and in favor of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Grantee"), a state agency whose mailing address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399.

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property in Polk County, Florida, more particularly described as Parcel A and Parcel B in Exhibit "A" attached hereto (Parcel A and Parcel B are hereinafter collectively called the "Property"); and

WHEREAS, the Grantor and the Grantee mutually recognize the natural, scenic and special character of the Property and have the common purpose of conserving certain natural values and character of the Property by conveyance to the Grantee of a perpetual conservation easement on, under, over, and across the Property, to conserve the value, character, ecological integrity and hydrological integrity of the Property, conserve and protect the animal and plant populations on the Property, and prohibit certain further development activity on the Property, hereinafter referred to as the "the conservation purposes", subject to provisions set forth herein; and

WHEREAS, Grantor acknowledges that Parcel A is subject to a reclamation contract Program identification (IMC-N-021/IMC-N-023/IMC-N-024B), DEP Contract Number MR 8300 between the Florida Department of Environmental Protection, Division of Resource Management,

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Bureau of Mine Reclamation, and Grantor with an effective date of September 21, 2000 (the "Reclamation Plan") and that all terms and conditions of the Reclamation Plan remain in full force and effect; and

WHEREAS, Grantor acknowledges that Parcel B was released from Mandatory Phosphate reclamation obligations in 1987, but continues to require certain enhancement and management as hereinafter described; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved, subject to the permitted activities set forth in Section 4 below, and the parties acknowledge and agree that such activities do not significantly impair or interfere with those conservation values; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantee is an Agency of the State of Florida, and desires to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and generations to come;

WHEREAS, by accepting this grant, Grantee agrees to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come,

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of Florida, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Purpose. It is the purpose and intent of this Easement to assure that the Property will be retained and maintained forever predominantly in its reclaimed vegetative and hydrologic

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condition. Those areas included in this Easement that are to be enhanced or created pursuant to the provisions of Grantor's Non-Mandatory Phosphate (Parcel A) Reclamation Plan shall be retained and maintained by Grantor in the enhanced or created conditions required by the Reclamation Plan for a period of five years from the date of Certification of Reclamation Completion. Thereafter, Conservation Maintenance of Parcel A shall be the duty of the Bureau of Mine Reclamation of the Florida Department of Environmental Protection, or its successors. Conservation Maintenance of Parcel B shall be the mutual duty of the Grantor and Grantee from the effective date of the easement until 5 years from the date of Certification of Reclamation Completion for Parcel A. Thereafter Conservation Maintenance of Parcel B shall be the sole duty of Bureau of Mine Reclamation (BMR). Maintenance of the servient estate underlying the Easement shall remain the responsibility of Grantor, at its sole expense. Such maintenance shall include, but not necessarily be limited to, maintenance of all facilities associated with Grantor's use of the Property as allowed by the provisions of this Easement. "Conservation Maintenance" will consist of active and passive land management activities intended to conserve the environmental qualities as identified in the Baseline Documentation. Active conservation management activities may include boundary identification and marking, habitat enhancement, prescribed burning, and exotic and nuisance plant control. Passive conservation management activities may include inspection of the Property, reporting of inspections and Property status, coordination with other land management agencies, and coordination with and education of landowners, land managers and lessees regarding appropriate land management methodologies. The costs of the aforesaid active and/or passive conservation management activities for Parcel A shall be paid solely by the Grantor until 5 years from the date of Certification of Reclamation Completion. Thereafter, the costs of Conservation Maintenance of Parcel A shall be the sole responsibility of the Bureau of Mine Reclamation (BMR). The costs of the aforesaid active and/or passive conservation management activities for Parcel B shall be divided into equal shares to be paid by the Grantor and Grantee until 5 years from the date of Certification of

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Reclamation Completion. Thereafter, the costs of Conservation Maintenance of Parcel B shall be the sole responsibility of the Bureau of Mine Reclamation (BMR). The specific conservation values of the Property will be documented in the "Baseline Documentation Report for the Florida Power Corporation Conservation Easement Tract in Polk County, Florida".

("Baseline Documentation Report"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation Report is maintained in the offices of the Florida Department of Environmental Protection (DEP) and is incorporated by this reference. A copy of the Baseline Documentation Report is available from the Department on request. The Baseline Documentation Report for Parcels A and B shall be compiled and submitted to DEP/BMR at the completion of Grantor's reclamation plan of Parcel A. To the extent that baseline studies, reports and documentation have already been prepared and submitted by the Grantor in support of Hines Site Certification PA 92-33, and these documents are reflective of the current condition of the Property, these studies, reports and documentation may be incorporated into the Baseline Documentation.

3. Rights of Grantee. To accomplish the purpose of this Conservation Easement, the following rights are conveyed to Grantee by this Easement:

- (a) The right but not the duty to preserve and protect the conservation values of the Property;
- (b) The right to enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

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- (c) The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.
- (d) All future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as may be specifically reserved to Grantor in this Easement. The parties agree that such rights are hereby terminated and extinguished and may not be used in or transferred to other property. Neither the Property, nor any portion thereof may be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.
- (e) The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim (including a claim for attorney fees) to the extent directly arising out of any negligent or willful action or activity resulting from the Grantor's use and ownership of or activities on the Property or the use of or activities of Grantor's agents, guests, lessees or invitees on the Property.

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4. Permitted Activities. Nothing in this Easement shall be construed as prohibiting the following activities and rights and Grantee expressly acknowledges that the permitted activities, and Grantor's exercise of its rights hereunder shall not be deemed to constitute a violation of any provisions of this conservation easement:

- (a) Grantor's reclamation of Parcel A under the Reclamation Plan;
- (b) Grantor's construction, operation and maintenance of rights-of-way for electric transmission and distribution lines, communication lines, pipelines, and appurtenant facilities, located on or immediately adjacent to former clay settling area dams within Parcel A or along the boundary of Parcel A as the clay settling area dams are depicted in the Baseline Documentation Report and along the boundary of Parcel B as depicted in the Baseline Documentation Report; and
- (c) Grantor's use of the Property to the extent Grantor reasonably determines necessary to operate and maintain any dams located on Grantor's property immediately adjacent to or located on the Property, including the right to patrol, inspect, improve, repair, rebuild or remove such dams subject to Grantor's site certification PA92-33 for Grantor's Hines Energy Complex (the "Hines Energy Complex") of which the Property is a portion, as said certification may be modified or amended from time to time to govern such activities, together with the right to use the Property as reasonably necessary to provide access to said dams; and expressly including, but not limited to, the right to drain seepage from the dam immediately north of Parcel B through the said drains which have been constructed on the south toe of said dam or which may be constructed in the future along said dam or any other dam adjacent to the Property, including the right to herbicide (for said drains

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only) trim, cut and keep clear trees, limbs and undergrowth on such portion of the Property as necessary and convenient for the aforesaid. Grantee covenants and agrees that it shall not perform any alterations to the Property or perform any other act or actions that would or may affect, impact, alter or impair the integrity of any current or future dams on Hines Energy Complex adjacent to the Property or that would interfere with Grantor's rights herein reserved; and

(d) Grantor's right to use Parcel B, for the duration of the reclamation activities at the Hines Energy Complex, as a nursery area for the propagation of herbaceous wetland plant species and as a donor site to take therefrom aquatic plants for future wetland reclamation on the Hines Energy Complex in accordance with applicable state laws and regulations governing such activity, including access to Parcel B and such activities reasonably necessary in connection with the aforesaid; and

(e) Grantor's right, through December 31, 2001 across Parcel B to implement a program to eradicate and control nuisance plant species on Parcel B, including the right to (i) apply herbicide on Parcel B to reduce the existing coverage of cattails on Parcel B, and (ii) introduce desirable wetland species from both onsite and offsite sources to the wetlands on Parcel B to compete with cattails, for the purpose of reducing cattail coverage. Grantor shall complete this program on or before December 31, 2001, after which Grantor and Grantee shall mutually continue to control to the greatest extent practicable nuisance exotics and non-native plants on the Property for a period of five years from the date of Certification of Reclamation

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Completion of Parcel A, in accordance with the provisions of Paragraph 2 above; and

(f) Grantor's right to discharge the runoff from the impervious surfaces of Hines Energy Complex onto, over, across, under and through the Property; and

(g) Grantor's right to use the Property as a perpetual zone of discharge for groundwater discharge from the Hines Energy Complex, including, but not limited to, from the cooling ponds at the Hines Energy Complex to Parcel B, in accordance with applicable state laws and regulations governing such activities. It is expressly agreed that the areal extent of the existing zone of discharge, as granted and described by Section XVIII of the Hines Energy Complex Site Certificate PA92-33, is not altered or otherwise reduced by the grant of this conservation easement; and

(h) Grantor's right to restrict public access to the Property by means of locked gates at locations on the Property deemed appropriate by Grantor. Under no circumstances shall Grantee permit access to or use of the Property by the general public.

5. Prohibited Activities: Subject to Grantor's permitted activities set forth in Section 4, the Property shall be maintained in its natural, scenic, rural and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this Easement. Without limiting the generality of the foregoing and subject to Grantor's permitted activities set forth in Section 4, the following activities and uses are expressly prohibited or restricted:

(a) No soil, trash, liquid or solid waste (including sludge), or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or

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substances, pollutants or contaminants, including, but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants shall be dumped or placed on the Property. This prohibition shall not be construed to include reasonable amounts of waste generated as a result of permitted activities.

(b) Subject solely to the reservation of oil and gas as set forth in (i) Deed from Florida National Bank of Jacksonville to International Minerals and Chemical Corporation recorded in Official Records Book 976 on page 714 of the Public Records of Polk County, Florida, and (ii) Deed dated December 21, 1964, from the Florida National Bank of Jacksonville to John L. Jerry recorded in Official Records Book 1949 on page 404 of the Public Records of Polk County, Florida, as to the North $\frac{3}{4}$ of the East $\frac{1}{2}$ of Section 8, Township 31 South, Range 25 East, the exploration for and extraction of oil, gas, minerals, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances, by means of surface exploratory and extraction operations such as sifting of the sands, dragline, open pit mining, or other type of surface operation that would include movement of sands, dirt, rock, or by any other means other than through a well hole, that would result in a change in the topography of the land, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully permitted for the conduct of permitted activities. Provided, however, nothing in this paragraph 5.B. shall be

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construed to reimpose any rights previously eliminated by the Marketable Record Title Act, or to allow Grantor or any successor of Grantor to grant any right of entry to the holder of the reserved oil and gas rights described in 5.B.(i) and 5.B.(ii), above.

(c) Activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Property which would be detrimental to water purity or which could alter natural water level or flow in or over the Property.

(d) Acts or uses detrimental to the retention of land or water areas, natural or manmade, in their natural, scenic, wooded condition, or to the use of the Property as a water recharge area, spring recharge basin, habitat, or for passive recreation.

(e) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of any portions of the Property having historical, archeological or cultural significance.

(f) The removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of trees, shrubs or other natural vegetation except as otherwise specifically provided in this Easement. There shall be no planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant

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Council (EPPC).

(g) Commercial or industrial activity, or ingress, egress or other passage across or upon the Property in conjunction with any commercial or industrial activity including but not limited to swine, dairy and poultry operations and feed lot operations, except as may be incidental to the exercise of Grantor's reserved rights.

(h) New construction or placing of temporary or permanent buildings, mobile homes, signs, billboards or other advertising, or other structures in, on or above the ground of the Property except with prior notice to and approval of Grantee and as may be necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for hereinafter. For purposes of this paragraph the term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the conservation purposes of the Property or the structural integrity of any adjacent dams on the Hines Energy Complex.

(i) The constructions or creation of new roads or jeep trails.

(j) The operation of dune buggies, motorcycles, all terrain vehicles or other loud, destructive or offensive recreational or motorized vehicles.

(k) There shall be no more intense agricultural use of the Property than currently exists on the Property, if any, and no conversion of non-agricultural areas to agricultural use. If the Property is in a spring recharge area, fertilizer use for agriculture activities shall be in accordance with agricultural best management practices recommended therefor by the Natural Resources Conservation Service or the Florida Department of Agriculture and

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Consumer Services, whichever is more stringent, as those best management practices may be amended from time to time. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits.

(l) Actions or activities that adversely impact threatened or endangered species.

(m) Any subdivision of the land.

(n) Citrus production activity and the planting of truck crops or row crops.

(o) Grantor shall not lease or sell hunting and fishing rights on, or related to, the Property.

6. Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as appropriate, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

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Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Grantor hereby waives any defense of estoppel, adverse possession or prescription.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any actions against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property, or to the adjacent dams on the Hines Energy Complex resulting from such causes.

8. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement.

9. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Provided, however, Grantor's obligation for upkeep and maintenance shall not require Grantor to physically maintain the Property beyond its natural state after completion of the Reclamation Plan and release of the Reclamation Plan. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

10. Taxes. Grantor shall pay before delinquency of all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property by competent authority

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(collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

11. Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

12. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

13. Notices. Any notice, demand, request, consent, approval or communication that either party desires to or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Florida Power Corporation
One Power Plaza
263 13th Avenue South
St. Petersburg, FL 33705
Attn:

To Grantee: Board of Trustees of the Internal Improvement Trust Fund
of the State of Florida
C/o Florida Department of Environmental Protection

Division of State Lands
3900 Commonwealth Boulevard, Mail Station 115
Tallahassee, FL 32399-3000

With a copy to: Department of Environmental Protection

Bureau of Mine Reclamation
2051 East Dirac Drive
Tallahassee, FL 32310-3760

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or to such other address as either party from time to time shall designate by written notice to the other.

14. Recordation. Grantee shall record this instrument in timely fashion in the official records of Polk County, Florida, and may re-record it at any time as may be required to preserve its rights in this Easement.

15. General Provisions.

(a) Controlling Law. The laws of the State of Florida shall govern the interpretation and performance of this Conservation Easement.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Conservation Easement. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby, provided the remaining provisions continue to provide Grantor and Grantee with the substantive benefit of the bargain herein contained.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement, all of which are merged herein.

(e) Easement Running with Land and Binding on Successors and Assigns. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon,

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and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

(f) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(g) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(h) Non-waiver. Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure of the Grantor to comply.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Conservation Easement as of the date and year set forth above.

FLORIDA POWER CORPORATION

Witnesses:

Senja S. McCreary
Senja S. McCreary
Donna L. Narrow
DONNA L. NARROW

By:

Senja S. McCreary
Name: *Sarah S Rogers*
Title: *VP - Transmission*



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

Witnesses:

Judith A. Booth
Judith A. Booth
Adrienne Bellflower
Adrienne Bellflower

By:

Lynda I. Godfrey

Name:

Lynda I. Godfrey

Title:

Sr. Acquisition Review Agent
Bureau of Land Acquisition

APPROVED AS TO
FORM & LEGALITY

[Signature]
DEPARTMENT ATTORNEY
STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 19th day of April,
2002 by Sarah S. Rogers of Florida Power Corporation a Florida corporation,
on behalf of the corporation. He/she is personally known to me or has produced
/// as identification.

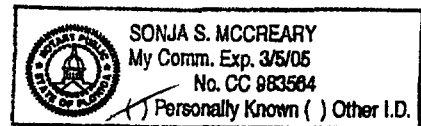
[Signature] (Signature of Notary)

Sonja S. McCreary (Name of Acknowledger, typed, printed or stamped)

NOTARY'S SEAL

My Commission Expires: 3-5-02

Commission No.: CC 983564



STATE OF FLORIDA

COUNTY OF ////////////////////

~~The foregoing instrument was acknowledged before me this~~ /// day of ////////////////////,
2002 by //////////////////// of Board of Trustees of the Internal Improvement

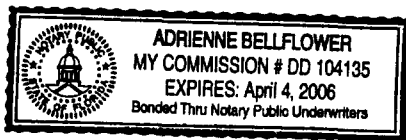
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STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 3 day of May, 2002 by Lynda I. Godfrey, Senior Acquisition Review Agent, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

(NOTARY PUBLIC SEAL)



Adrienne Bellflower
Notary Public
Adrienne Bellflower
(Printed, Typed, or Stamped Name of Notary Public)

Commission No.: DD 104135
My Commission Expires: 4/4/2006

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Exhibit "A"

A parcel of land lying in Sections 5,6,7,8,17 and 18, Township 31 South, Range 25 East, Sections 1,12 and 13, Township 31 South, Range 24 East, Section 6, Township 31 South, Range 25 East, Section 31, Township 30 South, Range 25 East and Section 36, Township 30 South, Range 24 East, Polk County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the North 1/2 of Section 18, Township 31 South, Range 25 East thence N 22°11'26" E, 8641.05 feet for the POINT OF BEGINNING; thence S 89°46'24" W, 694.41 feet; thence N 76°35'15" W, 397.61 feet; thence S 88°08'17" W, 715.08 feet; thence N 86°10'11" W, 734.31 feet; thence S 82°25'22" W, 770.57 feet; thence N 12°46'47" W, 155.02 feet; thence N 00°00'55" W, 1395.29 feet to a point on line; thence continue on said bearing a distance of 217.68 feet; thence N 44°45'38" W, 655.21 feet; thence N 13°21'58" W, 374.68 feet; thence N 08°13'20" E, 309.58 feet; thence N 01°08'51" W, 297.58 feet; thence N 42°43'09" W, 1002.42 feet; thence N 00°30'53" E, 1973.64 feet; thence N 02°51'11" E, 838.64 feet; thence N 00°33'03" W, 1074.04 feet; thence N 04°47'11" E, 425.85 feet; thence N 00°17'11" W, 466.97 feet; thence N 00°17'11" W, 88.21 feet to a point on the southerly right of way line of State Road 640; thence along said southerly right of way for the following 8 courses and distances: N 89°52'58" E, 1734.93 feet, to a point of curvature of a curve concave Southwesterly having a radius of 1105.92 feet, a central angle of 89°59'41", and a chord of 1563.94 feet that bears S 45°07'11" E; Southeasterly along the arc of said curve, 1737.07 feet to a point of tangency; S 00°07'22" E, 297.98 feet; S 89°52'26" W, 10.00 feet; S 00°07'21" E, 950.56 feet, to a point of curvature of a curve concave Northeasterly having a radius of 1195.92 feet, a central angle of 70°13'23", and a chord of 1375.71 feet that bears S 35°14'02" E; run Southeasterly along the arc of said curve, 1465.75 feet to a point of tangency; N 19°39'10" E, 10.00 feet; S 70°20'44" E, 157.86 feet; thence departing said right of way run S 00°00'00" E, 204.13 feet; thence S 48°03'10" E, 29.03 feet; thence S 27°21'04" E, 114.41 feet; thence S 52°04'00" E, 277.66 feet; thence S 27°09'36" E, 91.63 feet; thence S 69°59'33" E, 234.17 feet; thence S 87°21'03" E, 201.65 feet; thence S 38°41'33" E, 747.42 feet; thence S 25°09'52" E, 212.07 feet; thence S 08°19'45" E, 387.70 feet; thence S 11°40'20" E, 258.71 feet; thence S 07°33'07" E, 629.18 feet; thence S 74°24'24" E, 444.61 feet; thence S 05°12'41" W, 535.12 feet; thence S 05°12'40" W, 96.16 feet; thence S 18°08'29" W, 130.18 feet; thence S 00°03'29" W, 478.72 feet; thence S 02°15'46" E, 279.15 feet; thence S 03°36'10" W, 292.44 feet; thence S 00°33'03" E, 212.63 feet; thence S 04°58'57" E, 301.57 feet; thence S 21°35'48" E, 139.01 feet; thence S 63°26'29" E, 96.91 feet; thence S 85°55'42" E, 257.87 feet; thence S 89°43'25" E, 647.31 feet; thence S 87°11'01" E, 214.66 feet; thence S 85°03'03" E, 274.55 feet; thence S 87°11'01" E, 239.24 feet; thence N 86°00'45" E, 329.20 feet; thence N 89°02'57" E, 596.50 feet; thence S 78°44'42" E, 88.62 feet; thence S 75°41'22" E, 103.00 feet; thence S 71°41'58" E, 111.85 feet; thence S 64°56'45" E, 107.07 feet; thence S 56°15'05" E, 114.17 feet; thence S 63°44'08" E, 259.20 feet; thence

ATTACHMENT C

N 90°00'00" E, 150.52 feet to a point on the west boundary of area N-9C, surveyed by Chastain-Skillman, Inc., For I.M.C. dated May 23, 1990; thence along said west boundary for the following 7 courses and distances: S 05°14'02" W, 468.09 feet; S 00°51'39" W, 406.09 feet; S 00°55'29" W, 586.86 feet; S 03°52'49" E, 464.73 feet; S 06°24'08" W, 361.52 feet; S 04°52'43" E, 522.79 feet; S 20°51'19" E, 472.74 feet to the most southerly corner of said west boundary; thence S 12°40'48" W, 429.41 feet to the Northeast corner of the South 100.00 feet of the West 200.00 feet of the North 1/2 of the Southeast 1/4 of Section 8, Township 31 South, Range 25 East, the following course being on the East boundary of the aforesaid description; thence S 00°17'18" E, 1416.32 feet to the Northeast corner of Tiger Bay, also being the Southeast corner of the West 200.00 feet of the Southwest 1/4 of said Section 8; thence S 45°03'49" W, 282.06 feet to a point on the East boundary of N.W. 1/4 of Section 17, Township 31 South, Range 25 East; thence along said East boundary S 00°05'42" E, 2433.10 feet to the S.E. corner of N.W. 1/4 of Section 17, Township 31 South, Range 25 East; thence along South boundary of the N.W. 1/4 of said Section 17 run N 89°53'56" W, 2640.76 feet to the S.W. corner of N.W. 1/4 of said Section 17; thence along the South boundary of North 1/2 of Section 18, Township 31 South, Range 25 East run N 89°23'39" W, 5250.31 feet to the S.W. corner of the North 1/2 of said Section 18; thence along the West boundary of North 1/2 of said Section 18 run N 00°07'58" W, 1323.65 feet to the S.E. corner of North 1/2 of N.E. 1/4 of Section 13, Township 31 South, Range 24 East; thence along the South boundary of North 1/2 of N.E. 1/4 of said Section 13 run S 89°55'06" W, 2457.25 feet; thence N 02°29'55" E, 173.97 feet; thence N 00°48'11" W, 1116.70 feet; thence N 86°46'32" E, 306.00 feet; thence S 87°27'36" E, 1072.36 feet; thence N 84°30'30" E, 720.71 feet; thence S 82°58'12" E, 812.36 feet; thence S 86°50'37" E, 767.89 feet; thence S 45°17'56" E, 310.18 feet; thence N 89°02'12" E, 1995.86 feet; thence N 87°34'55" E, 400.22 feet; thence N 89°46'10" E, 794.04 feet; thence S 89°05'16" E, 403.95 feet; thence N 89°30'22" E, 444.70 feet; thence N 79°52'39" E, 573.33 feet; thence N 83°32'02" E, 198.49 feet; thence N 78°39'05" E, 205.33 feet; thence N 89°52'58" E, 210.66 feet; thence N 00°38'13" W, 901.50 feet; thence N 00°31'29" W, 1816.88 feet; thence N 76°59'05" W, 153.14 feet; thence S 89°57'28" W, 1186.39 feet; thence N 89°45'49" W, 1240.71 feet; thence N 44°01'28" W, 139.63 feet; thence N 00°33'01" E, 1322.37 feet; thence N 03°47'51" E, 352.96 feet; thence N 01°00'13" W, 247.95 feet; thence N 03°55'43" E, 191.99 feet; thence N 07°40'46" W, 304.29 feet; thence N 35°35'41" W, 106.96 feet; thence N 68°28'29" W, 95.82 feet; thence N 87°23'44" W, 180.94 feet; thence N 85°11'15" W, 205.71 feet; thence N 60°26'49" W, 154.55 feet, to the Point of Beginning.

ATTACHMENT C

ALSO DESCRIBED AS:

PARCEL A

A parcel of land lying in Sections 5,6,7, and 8 Township 31 South, Range 25 East, Section 6, Township 31 South, Range 25 East, Section 1, Township 31 South, Range 24 East, Section 36, Township 30 South, Range 24 East and Section 31, Township 30 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the North 1/2 of Section 18, Township 31 South, Range 25 East thence N 22°11'26" E, 8641.05 feet for the POINT OF BEGINNING; thence S 89°46'24" W, 694.41 feet; thence N 76°35'15" W, 397.61 feet; thence S 88°08'17" W, 715.08 feet; thence N 86°10'11" W, 734.31 feet; thence S 82°25'22" W, 770.57 feet; thence N 12°46'47" W, 155.02 feet; thence N 00°00'55" W, 1395.29 feet to a point on line; thence continue on said bearing a distance of 217.68 feet; thence N 44°45'38" W, 655.21 feet; thence N 13°21'58" W, 374.68 feet; thence N 08°13'20" E, 309.58 feet; thence N 01°08'51" W, 297.58 feet; thence N 42°43'09" W, 1002.42 feet; thence N 00°30'53" E, 1973.64 feet; thence N 02°51'11" E, 838.64 feet; thence N 00°33'03" W, 1074.04 feet; thence N 04°47'11" E, 425.85 feet; thence N 00°17'11" W, 466.97 feet; thence N 00°17'11" W, 88.21 feet to a point on the southerly right of way line of State Road 640; thence along said southerly right of way for the following 8 courses and distances: N 89°52'58" E, 1734.93 feet, to a point of curvature of a curve concave Southwesterly having a radius of 1105.92 feet, a central angle of 89°59'41", and a chord of 1563.94 feet that bears S 45°07'11" E; Southeasterly along the arc of said curve, 1737.07 feet to a point of tangency; S 00°07'22" E, 297.98 feet; S 89°52'26" W, 10.00 feet; S 00°07'21" E, 950.56 feet, to a point of curvature of a curve concave Northeasterly having a radius of 1195.92 feet, a central angle of 70°13'23", and a chord of 1375.71 feet that bears S 35°14'02" E; run Southeasterly along the arc of said curve, 1465.75 feet to a point of tangency; N 19°39'10" E, 10.00 feet; S 70°20'44" E, 157.86 feet; thence departing said right of way run S 00°00'00" E, 204.13 feet; thence S 48°03'10" E, 29.03 feet; thence S 27°21'04" E, 114.41 feet; thence S 52°04'00" E, 277.66 feet; thence S 27°09'36" E, 91.63 feet; thence S 69°59'33" E, 234.17 feet; thence S 87°21'03" E, 201.65 feet; thence S 38°41'33" E, 747.42 feet; thence S 25°09'52" E, 212.07 feet; thence S 08°19'45" E, 387.70 feet; thence S 11°40'20" E, 258.71 feet; thence S 07°33'07" E, 629.18 feet; thence S 74°24'24" E, 444.61 feet; thence S 05°12'41" W, 535.12 feet; thence S 05°12'40" W, 96.16 feet; thence S 18°08'29" W, 130.18 feet; thence S 00°03'29" W, 478.72 feet; thence S 02°15'46" E, 279.15 feet; thence S 03°36'10" W, 292.44 feet; thence S 00°33'03" E, 212.63 feet; thence S 04°58'57" E, 301.57 feet; thence S 21°35'48" E, 139.01 feet; thence S 63°26'29" E, 96.91 feet; thence S 85°55'42" E, 257.87 feet; thence S 89°43'25" E, 647.31 feet; thence S 87°11'01" E, 214.66 feet; thence S 85°03'03" E, 274.55 feet; thence S 87°11'01" E, 239.24 feet; thence N 86°00'45" E, 329.20 feet; thence N 89°02'57" E, 596.50 feet; thence S 78°44'42" E, 88.62 feet; thence S 75°41'22" E, 103.00 feet; thence S 71°41'58" E, 111.85 feet; thence S 64°56'45" E, 107.07 feet; thence S 56°15'05" E, 114.17 feet; thence S 63°44'08" E, 259.20 feet; thence N 90°00'00" E, 150.52 feet to a point on the west boundary of area N-9C, surveyed by

ATTACHMENT C

Chastain-Skillman, Inc., For I.M.C. dated May 23, 1990; thence along said west boundary for the following 7 courses and distances: S 05°14'02" W, 468.09 feet; S 00°51'39" W, 406.09 feet; S 00°55'29" W, 586.86 feet; S 03°52'49" E, 464.73 feet; S 06°24'08" W, 361.52 feet; S 04°52'43" E, 522.79 feet; S 20°51'19" E, 472.74 feet to the most southerly corner of said west boundary; thence departing said boundary run N 75°18'30" W, 97.97 feet; thence S 31°56'39" W, 354.90 feet; thence S 18°34'12" W, 255.83 feet; thence S 01°12'54" W, 1096.41 feet; thence S 56°35'48" W, 198.67 feet; thence S 86°42'58" W, 842.63 feet; thence N 39°57'55" W, 236.14 feet; thence N 00°38'13" W, 590.06 feet; thence N 00°31'29" W, 1816.88 feet; thence N 76°59'05" W, 153.14 feet; thence S 89°57'28" W, 1186.39 feet; thence N 89°45'49" W, 1240.71 feet; thence N 44°01'28" W, 139.63 feet; thence N 00°33'01" E, 1322.37 feet; thence N 03°47'51" E, 352.96 feet; thence N 01°00'13" W, 247.95 feet; thence N 03°55'43" E, 191.99 feet; thence N 07°40'46" W, 304.29 feet; thence N 35°35'41" W, 106.96 feet; thence N 68°28'29" W, 95.82 feet; thence N 87°23'44" W, 180.94 feet; thence N 85°11'15" W, 205.71 feet; thence N 60°26'49" W, 154.55 feet, to the Point of Beginning.

And

Commencing at the Southwest corner of the North 1/2 of Section 18, Township 31 south, Range 25 East thence N 61°39'55" E, 9286.10 feet to the POINT OF BEGINNING said point being the most southerly corner on the West boundary of Area N-9C, surveyed by Chastain-Skillman, Inc. for I.M.C. dated May 23, 1990; thence S 12°40'48" W, 429.41 feet to the Northeast corner of the South 100.00 feet of the West 200.00 feet of the North 1/2 of the Southeast 1/4 of Section 8, Township 31 South, Range 25 East, the following course being on the East boundary of the aforesaid description; thence S 00°17'18" E, 1416.32 feet to the Northeast corner of Tiger Bay, also being the Southeast corner of the West 200.00 feet of the Southwest 1/4 of said Section 8; thence S 86°23'57" W, 1066.92 feet; thence S 89°52'58" W, 390.63 feet; thence N 00°38'13" W, 311.44 feet; thence S 39°57'55" E, 236.14 feet; thence N 86°42'58" E, 842.63 feet; thence N 56°35'48" E, 198.67 feet; thence N 01°12'54" E, 1096.41 feet; thence N 18°34'12" E, 255.83 feet; thence N 31°56'39" E, 354.90 feet; thence S 75°18'30" E, 97.97 feet to the Point of Beginning.

And

PARCEL B

A parcel of land lying in Sections 17 and 18, Township 31 South, Range 25 East, and Section 13, Township 31 South, Range 24 East, Polk County, Florida, and being more particularly described as follows:

Commence at the N.W. corner of the N.E. 1/4 of Section 13, Township 31 South, Range 24 East and run along the West boundary of North 1/2 of N.E. 1/4 of said Section 13 S 00°12'10" W, 1321.42 feet to the S.W. corner of North 1/2 of N.E. 1/4 of said Section 13; thence along the South boundary of North 1/2 of N.E. 1/4 of said Section 13 run N

ATTACHMENT C

89°55'06" E, 205.23 feet for the POINT OF BEGINNING; thence N 02°29'55" E, 173.97 feet; thence N 00°48'11" W, 1116.70 feet; thence N 86°46'32" E, 306.00 feet; thence S 87°27'36" E, 1072.36 feet; thence N 84°30'30" E, 720.71 feet; thence S 82°58'12" E, 812.36 feet; thence S 86°50'37" E, 767.89 feet; thence S 45°17'56" E, 310.18 feet; thence N 89°02'12" E, 1995.86 feet; thence N 87°34'55" E, 400.22 feet; thence N 89°46'10" E, 794.04 feet; thence S 89°05'16" E, 403.95 feet; thence N 89°30'22" E, 444.70 feet; thence N 79°52'39" E, 573.33 feet; thence N 83°32'02" E, 198.49 feet; thence N 78°39'05" E, 205.33 feet; thence N 89°52'58" E, 601.29 feet; thence N 86°23'57" E, 1066.92 feet to the S.E. corner of West 200' of S.W. 1/4 of S.E. 1/4 of Section 8, Township 31 South, Range 25 East; thence S 45°03'49" W, 282.06 feet to a point on the East boundary of N.W. 1/4 of Section 17, Township 31 South, Range 25 East; thence along said East boundary S 00°05'42" E, 2433.10 feet to the S.E. corner of N.W. 1/4 of Section 17, Township 31 South, Range 25 East; thence along South boundary of the N.W. 1/4 of said Section 17 run N 89°53'56" W, 2640.76 feet to the S.W. corner of N.W. 1/4 of said Section 17; thence along the South boundary of North 1/2 of Section 18, Township 31 South, Range 25 East run N 89°23'39" W, 5250.31 feet to the S.W. corner of the North 1/2 of said Section 18; thence along the West boundary of North 1/2 of said Section 18 run N 00°07'58" W, 1323.65 feet to the S.E. corner of North 1/2 of N.E. 1/4 of Section 13, Township 31 South, Range 24 East; thence along the South boundary of North 1/2 of N.E. 1/4 of said Section 13 run S 89°55'06" W, 2457.25 feet, to the Point of Beginning.

ATTACHMENT C

Exhibit "A"

A parcel of land lying in Sections 5,6,7,8,17 and 18, Township 31 South, Range 25 East, Sections 1,12 and 13, Township 31 South, Range 24 East, Section 6, Township 31 South, Range 25 East, Section 31, Township 30 South, Range 25 East and Section 36, Township 30 South, Range 24 East, Polk County, Florida, and being more particularly described as follows:

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ATTACHMENT C

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PARCEL A

A parcel of land lying in Sections 5,6,7, and 8 Township 31 South, Range 25 East, Section 6, Township 31 South, Range 25 East, Section 1, Township 31 South, Range 24 East, Section 36, Township 30 South, Range 24 East and Section 31, Township 30 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the North 1/2 of Section 18, Township 31 South, Range 25 East thence N 22°11'26" E, 8641.05 feet for the POINT OF BEGINNING; thence S 89°46'24" W, 694.41 feet; thence N 76°35'15" W, 397.61 feet; thence S 88°08'17" W, 715.08 feet; thence N 86°10'11" W, 734.31 feet; thence S 82°25'22" W, 770.57 feet; thence N 12°46'47" W, 155.02 feet; thence N 00°00'55" W, 1395.29 feet to a point on line; thence continue on said bearing a distance of 217.68 feet; thence N 44°45'38" W, 655.21 feet; thence N 13°21'58" W, 374.68 feet; thence N 08°13'20" E, 309.58 feet; thence N 01°08'51" W, 297.58 feet; thence N 42°43'09" W, 1002.42 feet; thence N 00°30'53" E, 1973.64 feet; thence N 02°51'11" E, 838.64 feet; thence N 00°33'03" W, 1074.04 feet; thence N 04°47'11" E, 425.85 feet; thence N 00°17'11" W, 466.97 feet; thence N 00°17'11" W, 88.21 feet to a point on the southerly right of way line of State Road 640; thence along said southerly right of way for the following 8 courses and distances: N 89°52'58" E, 1734.93 feet, to a point of curvature of a curve concave Southwesterly having a radius of 1105.92 feet, a central angle of 89°59'41", and a chord of 1563.94 feet that bears S 45°07'11" E; Southeasterly along the arc of said curve, 1737.07 feet to a point of tangency; S 00°07'22" E, 297.98 feet; S 89°52'26" W, 10.00 feet; S 00°07'21" E, 950.56 feet, to a point of curvature of a curve concave Northeasterly having a radius of 1195.92 feet, a central angle of 70°13'23", and a chord of 1375.71 feet that bears S 35°14'02" E; run Southeasterly along the arc of said curve, 1465.75 feet to a point of tangency; N 19°39'10" E, 10.00 feet; S 70°20'44" E, 157.86 feet; thence departing said right of way run S 00°00'00" E, 204.13 feet; thence S 48°03'10" E, 29.03 feet; thence S 27°21'04" E, 114.41 feet; thence S 52°04'00" E, 277.66 feet; thence S 27°09'36" E, 91.63 feet; thence S 69°59'33" E, 234.17 feet; thence S 87°21'03" E, 201.65 feet; thence S 38°41'33" E, 747.42 feet; thence S 25°09'52" E, 212.07 feet; thence S 08°19'45" E, 387.70 feet; thence S 11°40'20" E, 258.71 feet; thence S 07°33'07" E, 629.18 feet; thence S 74°24'24" E, 444.61 feet; thence S 05°12'41" W, 535.12 feet; thence S 05°12'40" W, 96.16 feet; thence S 18°08'29" W, 130.18 feet; thence S 00°03'29" W, 478.72 feet; thence S 02°15'46" E, 279.15 feet; thence S 03°36'10" W, 292.44 feet; thence S 00°33'03" E, 212.63 feet; thence S 04°58'57" E, 301.57 feet; thence S 21°35'48" E, 139.01 feet; thence S 63°26'29" E, 96.91 feet; thence S 85°55'42" E, 257.87 feet; thence S 89°43'25" E, 647.31 feet; thence S 87°11'01" E, 214.66 feet; thence S 85°03'03" E, 274.55 feet; thence S 87°11'01" E, 239.24 feet; thence N 86°00'45" E, 329.20 feet; thence N 89°02'57" E, 596.50 feet; thence S 78°44'42" E, 88.62 feet; thence S 75°41'22" E, 103.00 feet; thence S 71°41'58" E, 111.85 feet; thence S 64°56'45" E, 107.07 feet; thence S 56°15'05" E, 114.17 feet; thence S 63°44'08" E, 259.20 feet; thence N 90°00'00" E, 150.52 feet to a point on the west boundary of area N-9C, surveyed by

ATTACHMENT C

Chastain-Skillman, Inc., For I.M.C. dated May 23, 1990; thence along said west boundary for the following 7 courses and distances: S 05°14'02" W, 468.09 feet; S 00°51'39" W, 406.09 feet; S 00°55'29" W, 586.86 feet; S 03°52'49" E, 464.73 feet; S 06°24'08" W, 361.52 feet; S 04°52'43" E, 522.79 feet; S 20°51'19" E, 472.74 feet to the most southerly corner of said west boundary; thence departing said boundary run N 75°18'30" W, 97.97 feet; thence S 31°56'39" W, 354.90 feet; thence S 18°34'12" W, 255.83 feet; thence S 01°12'54" W, 1096.41 feet; thence S 56°35'48" W, 198.67 feet; thence S 86°42'58" W, 842.63 feet; thence N 39°57'55" W, 236.14 feet; thence N 00°38'13" W, 590.06 feet; thence N 00°31'29" W, 1816.88 feet; thence N 76°59'05" W, 153.14 feet; thence S 89°57'28" W, 1186.39 feet; thence N 89°45'49" W, 1240.71 feet; thence N 44°01'28" W, 139.63 feet; thence N 00°33'01" E, 1322.37 feet; thence N 03°47'51" E, 352.96 feet; thence N 01°00'13" W, 247.95 feet; thence N 03°55'43" E, 191.99 feet; thence N 07°40'46" W, 304.29 feet; thence N 35°35'41" W, 106.96 feet; thence N 68°28'29" W, 95.82 feet; thence N 87°23'44" W, 180.94 feet; thence N 85°11'15" W, 205.71 feet; thence N 60°26'49" W, 154.55 feet, to the Point of Beginning.

And

Commencing at the Southwest corner of the North 1/2 of Section 18, Township 31 south, Range 25 East thence N 61°39'55" E, 9286.10 feet to the POINT OF BEGINNING said point being the most southerly corner on the West boundary of Area N-9C, surveyed by Chastain-Skillman, Inc. for I.M.C. dated May 23, 1990; thence S 12°40'48" W, 429.41 feet to the Northeast corner of the South 100.00 feet of the West 200.00 feet of the North 1/2 of the Southeast 1/4 of Section 8, Township 31 South, Range 25 East, the following course being on the East boundary of the aforesaid description; thence S 00°17'18" E, 1416.32 feet to the Northeast corner of Tiger Bay, also being the Southeast corner of the West 200.00 feet of the Southwest 1/4 of said Section 8; thence S 86°23'57" W, 1066.92 feet; thence S 89°52'58" W, 390.63 feet; thence N 00°38'13" W, 311.44 feet; thence S 39°57'55" E, 236.14 feet; thence N 86°42'58" E, 842.63 feet; thence N 56°35'48" E, 198.67 feet; thence N 01°12'54" E, 1096.41 feet; thence N 18°34'12" E, 255.83 feet; thence N 31°56'39" E, 354.90 feet; thence S 75°18'30" E, 97.97 feet to the Point of Beginning.

And

PARCEL B

A parcel of land lying in Sections 17 and 18, Township 31 South, Range 25 East, and Section 13, Township 31 South, Range 24 East, Polk County, Florida, and being more particularly described as follows:

Commence at the N.W. corner of the N.E. 1/4 of Section 13, Township 31 South, Range 24 East and run along the West boundary of North 1/2 of N.E. 1/4 of said Section 13 S 00°12'10" W, 1321.42 feet to the S.W. corner of North 1/2 of N.E. 1/4 of said Section 13; thence along the South boundary of North 1/2 of N.E. 1/4 of said Section 13 run N

ATTACHMENT C

89°55'06" E, 205.23 feet for the POINT OF BEGINNING; thence N 02°29'55" E, 173.97 feet; thence N 00°48'11" W, 1116.70 feet; thence N 86°46'32" E, 306.00 feet; thence S 87°27'36" E, 1072.36 feet; thence N 84°30'30" E, 720.71 feet; thence S 82°58'12" E, 812.36 feet; thence S 86°50'37" E, 767.89 feet; thence S 45°17'56" E, 310.18 feet; thence N 89°02'12" E, 1995.86 feet; thence N 87°34'55" E, 400.22 feet; thence N 89°46'10" E, 794.04 feet; thence S 89°05'16" E, 403.95 feet; thence N 89°30'22" E, 444.70 feet; thence N 79°52'39" E, 573.33 feet; thence N 83°32'02" E, 198.49 feet; thence N 78°39'05" E, 205.33 feet; thence N 89°52'58" E, 601.29 feet; thence N 86°23'57" E, 1066.92 feet to the S.E. corner of West 200' of S.W. 1/4 of S.E. 1/4 of Section 8, Township 31 South, Range 25 East; thence S 45°03'49" W, 282.06 feet to a point on the East boundary of N.W. 1/4 of Section 17, Township 31 South, Range 25 East; thence along said East boundary S 00°05'42" E, 2433.10 feet to the S.E. corner of N.W. 1/4 of Section 17, Township 31 South, Range 25 East; thence along South boundary of the N.W. 1/4 of said Section 17 run N 89°53'56" W, 2640.76 feet to the S.W. corner of N.W. 1/4 of said Section 17; thence along the South boundary of North 1/2 of Section 18, Township 31 South, Range 25 East run N 89°23'39" W, 5250.31 feet to the S.W. corner of the North 1/2 of said Section 18; thence along the West boundary of North 1/2 of said Section 18 run N 00°07'58" W, 1323.65 feet to the S.E. corner of North 1/2 of N.E. 1/4 of Section 13, Township 31 South, Range 24 East; thence along the South boundary of North 1/2 of N.E. 1/4 of said Section 13 run S 89°55'06" W, 2457.25 feet, to the Point of Beginning.

Vendor #
160643

Invoice#	Invoice Date	Invoice Description	Adjustments	Paid Amt
040102	01-APR-02		0.00	2,905.00
			0	2905
				2905

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND NOT A WHITE BACKGROUND

**Progress Energy Service Company, LLC
on behalf of Progress Energy, Inc. subsidiaries
P.O. Box 1551
Raleigh, NC 27602**



64-1327
611

098789

Vendor Number 160643

VOID AFTER 6 MONTHS FROM DATE

Check Date

10-APR-02 98789

*****2,905.00

Pay Exactly Two Thousand Nine Hundred Five Dollars And 00 Cents*****

TO THE COMMONWEALTH LAND TITLE INSUR CO
ORDER 205 1/2 S BROADWAY AVE
OF BARTOW, FL 33830

Wachovia Bank, N.A.
Augusta, GA

Signature

||098789|| 1:06 1 1 1 3 2 7 9 1: 07 529 207 ||

ATTACHMENT C

GRANTOR'S AFFIDAVIT AND INDEMNITY AGREEMENT

State of Florida

County of Seminole

SARAH ROGERS, deposes and says:

1. That she is Vice President of Florida Power Corporation ("Seller"), a corporation which is the owner of the property situate in Polk County, Florida, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

2. That she has knowledge of the facts stated herein and full power and authority to execute this Affidavit and Indemnity Agreement on behalf of said corporation.
3. That Seller's title to said property is good and marketable to the best of her knowledge and belief, that all improvements located on said property have been completed for more than 90 days and all who performed labor or furnished materials for construction or remodeling have been paid in full, and that there are no encumbrances on the title other than those shown on the commitment or commitments to insure the said land, except:
4. That there are no parties other than the undersigned in possession of or claiming possession to said property.
5. That there are no facts by reason of which the title to, or boundaries, or possession of said property might be disputed or questioned.
6. That there are no facts which might be asserted that could give rise to a lien interest in said property prior to the deed or mortgage being recorded, and that the undersigned will not execute any instrument that would adversely affect the title or interest to be conveyed.
7. That this Affidavit is made fro the purpose of inducing the buying and/or the making of a loan on said property and COMMONWEALTH LAND TITLE INSURANCE COMPANY issuing a Commitment or Commitments, and/or Policy or Policies insuring the title to said property, and Seller does hereby agree to indemnify and hold COMMONWEALTH LAND TITLE INSURANCE COMPANY harmless from any and all loss, costs or damages, including attorneys' fees, which COMMONWEALTH LAND TITLE INSURANCE COMPANY may incur or become liable for under its Insured Closing Service Letter, Commitment or Commitments, and/or Policy or Policies, either directly or indirectly, as a result of any mechanic' or materialmen's liens filed against the

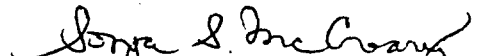
ATTACHMENT C

subject property or parties in possession or other unrecorded claims or encumbrances of any kind or any misstatement contained herein.

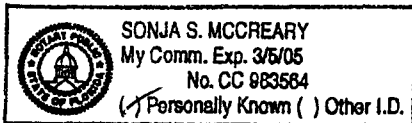

Sarah Rogers

THE FOREGOING instrument was sworn to and subscribed before me this 19th day of April, 2002 by Sarah Rogers, as Vice President of Florida Power Corporation, a Florida corporation, on behalf of the corporation. She ☒ is personally known to me or ☐ produced _____ for identification.

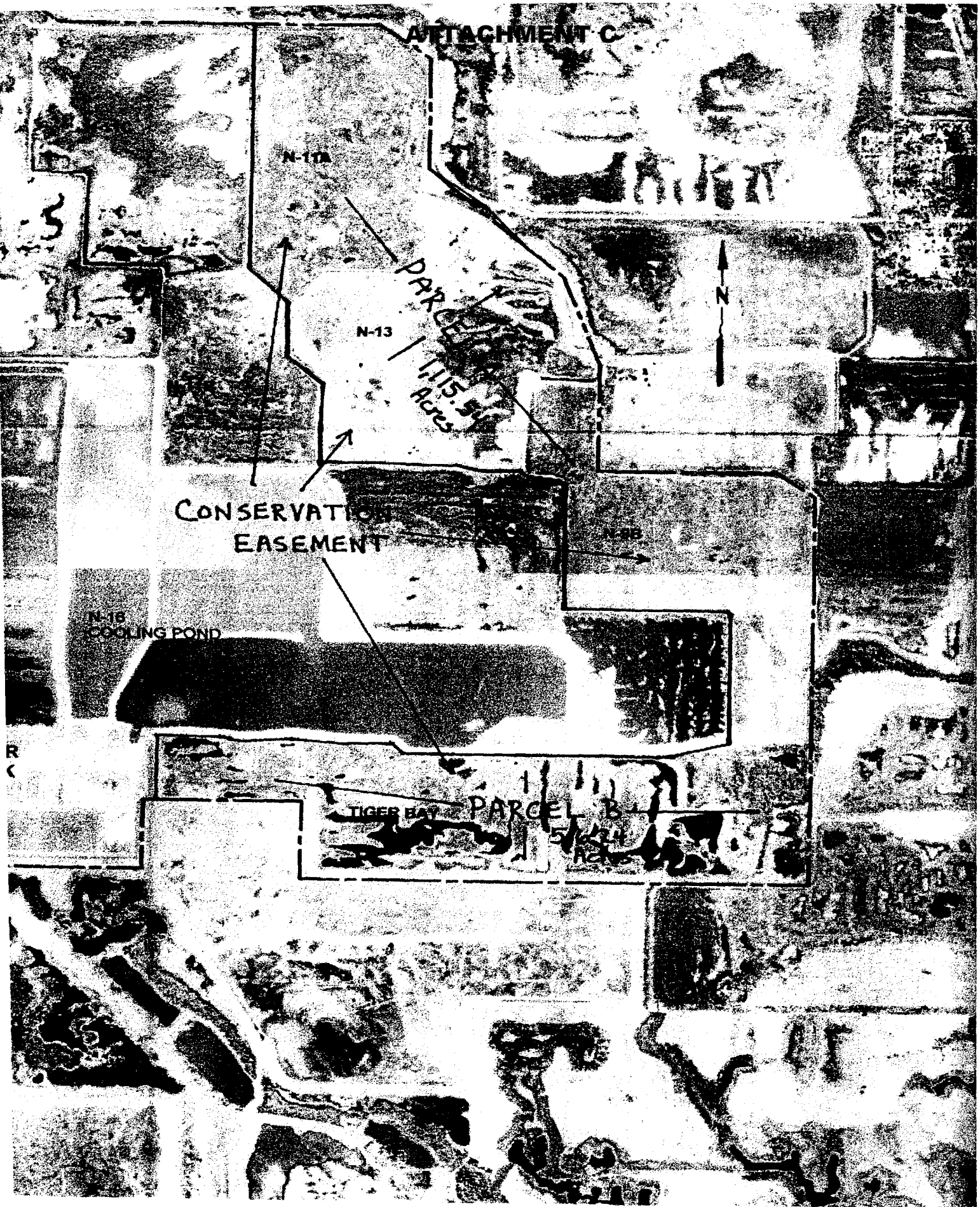
My Commission Expires: 3-5-05


Notary Signature (IMPRESS SEAL)

Sonja S. McCreary
Printed Notary Signature



ATTACHMENT C



FLORIDA POWER CORPORATION - CONSERVATION EASEMENT