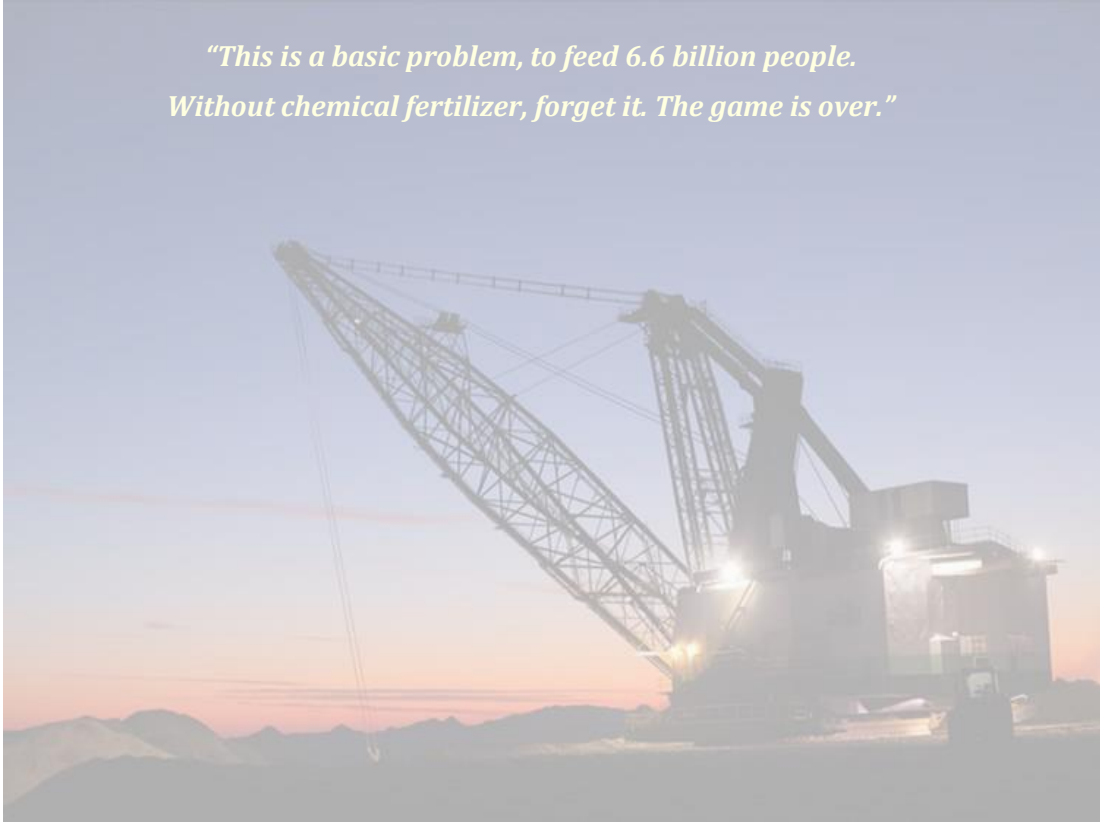


## DEEDS, PERMITTING AGREEMENTS & MERGER DOCUMENTS – TAB 4

*"This is a basic problem, to feed 6.6 billion people.  
Without chemical fertilizer, forget it. The game is over."*



This instrument prepared by  
(and return to):

Richard B. Stephens, Jr.  
**HOLLAND & KNIGHT**  
92 Lake Wire Drive  
P. O. Box 32092  
Lakeland, FL 33802-2092

Property Appraiser's Parcel  
Identification Number(s)

## WARRANTY DEED

The Grantor, **CONSOLIDATED MINERALS, INC.**, a Delaware corporation, whose mailing address is Post Office Box 490300, Leesburg, Florida 34749-0300, in consideration of the sum of ten dollars and other valuable considerations received from the Grantee, **IMC-AGRICO COMPANY**, a Delaware general partnership, whose mailing address is P. O. Box 2000, Mulberry, Florida 33860-1100, hereby grants and conveys to the Grantee the real property described on **Schedule A** attached hereto and herein called the "Property."

This conveyance and title to the Property are or may be subject to (a) real estate taxes not yet due and payable, (b) zoning and other governmental restrictions and prohibitions, and (c) the special title matters identified on **Schedule B** hereto.

The Grantor hereby covenants that the Property is free of all encumbrances, except as stated herein, that lawful seisin of and good right to convey the Property are vested in the Grantor, and the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

As used herein, the terms Grantor and Grantee include and mean the parties hereto and their respective successors and assigns.

This is one of two duplicate original deeds  
conveying real property in DeSoto and Manatee  
counties, Florida. All deed documentary taxes  
applicable to this deed were paid in DeSoto County.

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WARRANTY DEED

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DATED as of the 3<sup>rd</sup> day of OCTOBER, 1996.

Signed in the presence of: CONSOLIDATED MINERALS, INC.

Richard B. Stephens Jr.  
(name) Richard B. Stephens, Jr.

By: F. Browne Gregg  
F. Browne Gregg  
As its Chairman and Chief Executive Officer

Priscilla A. Connors  
(name) Priscilla A. Connors  
Two witnesses

ADDRESS:

P. O. Box 490300  
1616 South 14th Street  
Leesburg, Florida 34749-0300

CORPORATE SEAL

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me on October 2<sup>nd</sup>, 1996, by F. Browne Gregg, as Chairman and Chief Executive Officer of CONSOLIDATED MINERALS, INC., a Delaware corporation, on behalf of the corporation.

Priscilla A. Connors  
Notary Public--State of Florida

Personally Known ☒

Produced Identification ☐

Type of Identification ☐

Print Notary Name: \_\_\_\_\_

My Commission Number is: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

LAK-111653:833  
028119.00096



Priscilla A. Connors  
MY COMMISSION # CC541948 EXPIRES  
May 4, 2000  
BONDED THRU TROY FAIN INSURANCE, INC.

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**SCHEDULE A**

**MANATEE COUNTY LANDS**

**IN TOWNSHIP 37 SOUTH, RANGE 22 EAST, MANATEE COUNTY, FLORIDA:**

Section 21: All.

Section 22: All.

Section 23: All.

Section 24: All.

Section 25: The N-1/2.

Section 26: The N-1/2.

Section 27: The W-1/4, and all that part of the NE-1/4 and the E-1/2 of NW-1/4 lying north of the east-west canal described as: begin at the northwest corner of Section 27, run thence north 89°51' east 5,313.97 feet to the northeast corner of Section 27, thence south 1°00'20" west along the east line of Section 27 2,622.10 feet to the center of an east-west canal, thence north 89°08' west along the canal centerline 3,983.15 feet to the west line of the E-1/2 of NW-1/4 of Section 27, thence north 0°58'20" east along the west line of the E-1/2 of NW-1/4 a distance of 2,511.29 feet to a point 40 feet southerly from the north line of Section 27, thence south 89°51' west 1,328.46 feet to a point on the west line of Section 27, thence along the west line of Section 27 north 0°56' east 40.0 feet to the northwest corner of Section 27, being the point of beginning.

Section 28: All.

Section 29: All.

Section 32: All.

Section 33: All lying north of main canal.

Section 34: The W-1/2 of NW-1/4.

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**DESOTO COUNTY LANDS**

**IN TOWNSHIP 37 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA:**

Section 1: The N-1/2 of SE-1/4, the SE-1/4 of SE-1/4, and the S-1/2 of SE-1/4 of NE-1/4.

Section 2: (a) The S-1/2 of SE-1/4 of SE-1/4, and the S-1/2 of SW-1/4 of SE-1/4, and the S-1/2 of NE-1/4 of SW-1/4, and the E-1/2 of SW-1/4 of SW-1/4 LESS Lots 1 to 6, Block G, First Addition to Pine Level Subdivision, according to the plat thereof recorded in Plat Book 4, page 47 (now vacated), and the SE-1/4 of NW-1/4 of SW-1/4 LESS Lots 9 and 10, Block P, Callahan's Second Addition to Pine Level, according to the plat thereof recorded in Plat Book 4, page 48 (now vacated).

(b) All of the following lots located in Eckel & Eckel Addition to Pine Level Subdivision, being a now vacated subdivision of the SE-1/4 of SW-1/4 of said Section 2, recorded in Plat Book 4, page 40, DeSoto County, Florida:

Block A: Lot 17.  
Block B: All.  
Block C: Lots 1 through 32.  
Block D: All.  
Block E: All.  
Block F: Lots 1 through 34.  
Block G: All.  
Block H: Lots 1 through 32.  
Block I: All.  
Block J: Lots 1 through 7, 23 through 26, and 29 through 32.  
Block K: Lots 7 through 9, 15 through 22, and 31.  
Block L: Lots 1 through 4, 9 through 12, 14 through 19, and 27 through 34.  
Block M: All.  
Block N: Lots 5 through 32.  
Block O: Lots 1 and 2, 9 through 18, and 30 through 32.  
Block P: Lots 1 through 16.  
Block Q: Lots 1 through 16.  
Block R: Lots 1 through 13.

Together with that portion of the roadways (which roadways have been vacated) lying adjacent to the above lots:

Wayne Avenue - All.

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# WARRANTY DEED

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Mercer Avenue - All west of Blocks C, D and I.

Laurel Avenue - All west of Blocks B, E, H and Q.

Callahan Street - All east of the southerly extension of the west boundary Line of Lot 19, Block A.

Adler Street - All lying south of Lots 17 through 28, Block D (and north of Lots 5 through 16, Block C).

Marshall Street - All east of the southerly extension of the west boundary of Lot 29, Block H.

(c) Lots 19 to 24, inclusive, Block F, CALLAHAN'S ADDITION TO PINE LEVEL, according to the plat thereof recorded in Plat Book 4, page 39, DeSoto County, Florida (now vacated).

Section 5: That part of Section 5 lying within the following described land: Commence at the southeast corner of Section 8, Township 37 South, Range 23 East, for the POINT OF BEGINNING; thence north 89°00'12" west along the south line of said Section 8, a distance of 2,853.32 feet; thence north 09°30'30" west 3,890.00 feet; thence north 24°33'47" west 1,590.78 feet to a point on the south line of Section 5; thence north 88°03'58" west along said south line 1,125.91 feet to the southwest corner of said Section 5; thence north 89°46'43" west along the south line of Section 6 a distance of 801.14 feet; thence north 00°20'22" east and parallel to the east line of said Section 6 a distance of 1,945.34 feet to a point on the southerly right-of-way line of State Road No. 70; thence south 65°00'05" east along said right-of-way line 881.53 feet to a point on the east line of said Section 6; thence south 65°00'05" east along said right-of-way line a distance of 3,069.81 feet; thence south 65°05'39" east along said right-of-way, 1,057.10 feet; thence south 64°58'19" east along said right-of-way 1,502.33 feet to a point on the east line of said Section 8; thence south 02°08'10" east along said east line 4,572.01 feet to the point of beginning.

Section 6: (a) That part of Section 6 lying within the following described land: Commence at the southeast corner of Section 8, Township 37 South, Range 23 East, for the POINT OF BEGINNING; thence north 89°00'12" west along the south line of said Section 8, a distance of 2,853.32 feet; thence north 09°30'30" west 3,890.00 feet; thence north 24°33'47" west 1,590.78 feet to a point on the south line of Section 5; thence north 88°03'58" west along said south line 1,125.91 feet to the southwest corner of said Section 5; thence north 89°46'43" west along the south line of Section 6 a distance of 801.14 feet; thence north 00°20'22" east and parallel to the east line of said Section 6 a distance of 1,945.34 feet to a point on the southerly right-of-way line of State Road No. 70; thence south 65°00'05" east along said right-of-way line 881.53 feet to a point on the east line of said Section 6; thence south 65°00'05" east along said right-of-way line a distance of 3,069.81 feet; thence south 65°05'39" east along said right-of-way, 1,057.10 feet; thence south 64°58'19" east along said right-of-way

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1,502.33 feet to a point on the east line of said Section 8; thence south  $02^{\circ}08'10''$  east along said east line 4,572.01 feet to the point of beginning.

(b) That part of Section 6 lying within the following described land: Commence at the southwest corner of Section 6, Township 37 South, Range 23 East, for POINT OF BEGINNING; thence north  $00^{\circ}19'20''$  east along the west line of said Section 6, 4,107.15 feet to a point on the southerly right-of-way line of State Road No. 70, thence south  $64^{\circ}59'40''$  east along said right-of-way, 1,320.75 feet, thence south  $25^{\circ}00'20''$  west, 7.00 feet, thence north  $64^{\circ}59'40''$  west and parallel to said right-of-way, 452.00 feet, thence north  $67^{\circ}33'02''$  west 224.22 feet, thence south  $72^{\circ}44'30''$  west, 29.73 feet, thence south  $25^{\circ}00'20''$  west, 150.00 feet, thence south  $28^{\circ}49'10''$  west, 180.40 feet, thence south  $25^{\circ}00'20''$  west, 127.21 feet to a point of curvature of a curve to the left having a delta angle of  $24^{\circ}41'00''$ , a radius of 1,844.86 feet and an arc distance of 794.78 feet, thence southerly along arc of said curve, 794.78 feet to point of tangency of said curve, thence south  $00^{\circ}19'20''$  west and parallel to and 180 feet east of the west line of said Section 6, 2,503.05 feet, thence south  $89^{\circ}40'40''$  east, 400.00 feet, thence south  $00^{\circ}21'02''$  west, 500.00 feet to a point in Section 7, Township 37 South, Range 23 East, thence north  $89^{\circ}38'22''$  west, 400.00 feet, thence south  $00^{\circ}21'38''$  west and parallel to and 180 feet east of the west line of said Section 7, 2,275.00 feet, thence south  $89^{\circ}38'22''$  east, 435.00 feet, thence south  $00^{\circ}21'38''$  west and parallel to west line of said Section 7, 550.00 feet, thence north  $89^{\circ}38'22''$  west, 420.00 feet, thence south  $00^{\circ}21'38''$  west and parallel to west line of said Section 7, 375.00 feet, thence north  $89^{\circ}38'22''$  west, 15.00 feet, thence south  $00^{\circ}21'38''$  west, 1,743.32 feet to a point on the south line of said Section 7, thence south  $89^{\circ}50'32''$  west along said south line, 130.005 feet to a point lying 50 feet east of the west line of said Section 7; thence north  $00^{\circ}21'38''$  east and parallel to and 50 feet east of the west line of said Section 7, 3,444.64 feet, thence north  $89^{\circ}38'22''$  west, 50.00 feet to a point on the west line of said Section 7, thence north  $00^{\circ}21'38''$  east along said west line, 1,869.89 feet to the point of beginning.

(c) A 20 foot strip of land lying northerly of and adjacent to State Road No. 70 in Section 6, Township 37 South, Range 23 East, DeSoto County, Florida, described as follows: Commence at the southwest corner of said Section 6, thence north  $0^{\circ}19'20''$  east along the west line of said Section 6, 4,253.52 feet to a point on the northerly right-of-way line of State Road No. 70, thence south  $64^{\circ}59'40''$  east along said right-of-way, 130.70 feet to POINT OF BEGINNING; thence continue same line 1,251.17 feet, thence north  $25^{\circ}00'20''$  east, 20.00 feet, thence north  $64^{\circ}59'40''$  west and parallel to said right-of-way, 1,251.17 feet, thence south  $25^{\circ}00'20''$  west, 20.00 feet to point of beginning.

Section 7: That part of Section 7 lying within the following described land: Commence at the southwest corner of Section 6, Township 37 South, Range 23 East, for POINT OF BEGINNING; thence north  $00^{\circ}19'20''$  east along the west line of said

Section 6, 4,107.14 feet to a point on the southerly right-of-way line of State Road No. 70, thence south  $64^{\circ}59'40''$  east along said right-of-way, 1,320.75 feet, thence south  $25^{\circ}00'20''$  west, 7.00 feet, thence north  $64^{\circ}59'40''$  west and parallel to said right-of-way, 452.00 feet, thence north  $67^{\circ}33'02''$  west 224.22 feet, thence south  $72^{\circ}44'30''$  west, 29.73 feet, thence south  $25^{\circ}00'20''$  west, 150.00 feet, thence south  $28^{\circ}49'10''$  west, 180.40 feet, thence south  $25^{\circ}00'20''$  west, 127.21 feet to a point of curvature of a curve to the left having a delta angle of  $24^{\circ}41'00''$ , a radius of 1,844.86 feet and an arc distance of 794.78 feet, thence southerly along arc of said curve, 794.78 feet to point of tangency of said curve, thence south  $00^{\circ}19'20''$  west and parallel to and 180 feet east of the west line of said Section 6, 2,503.05 feet, thence south  $89^{\circ}40'40''$  east, 400.00 feet, thence south  $00^{\circ}21'02''$  west, 500.00 feet to a point in Section 7, Township 37 South, Range 23 East, thence north  $89^{\circ}38'22''$  west, 400.00 feet, thence south  $00^{\circ}21'38''$  west and parallel to and 180 feet east of the west line of said Section 7, 2,275.00 feet, thence south  $89^{\circ}38'22''$  east, 435.00 feet, thence south  $00^{\circ}21'38''$  west and parallel to west line of said Section 7, 550.00 feet, thence north  $89^{\circ}38'22''$  west, 420.00 feet, thence south  $00^{\circ}21'38''$  west and parallel to west line of said Section 7, 375.00 feet, thence north  $89^{\circ}38'22''$  west, 15.00 feet, thence south  $00^{\circ}21'38''$  west, 1,743.32 feet to a point on the south line of said Section 7, thence south  $89^{\circ}50'32''$  west along said south line, 130.005 feet to a point lying 50 feet east of the west line of said Section 7; thence north  $00^{\circ}21'38''$  east and parallel to and 50 feet east of the west line of said Section 7, 3,444.64 feet, thence north  $89^{\circ}38'22''$  west, 50.00 feet to a point on the west line of said Section 7, thence north  $00^{\circ}21'38''$  east along said west line, 1,869.89 feet to the point of beginning.

Section 8: That part of Section 8 lying within the following described land: Commence at the southeast corner of Section 8, Township 37 South, Range 23 East, for the POINT OF BEGINNING; thence north  $89^{\circ}00'12''$  west along the south line of said Section 8, a distance of 2,853.32 feet; thence north  $09^{\circ}30'30''$  west 3,890.00 feet; thence north  $24^{\circ}33'47''$  west 1,590.78 feet to a point on the south line of Section 5; thence north  $88^{\circ}03'58''$  west along said south line 1,125.91 feet to the southwest corner of said Section 5; thence north  $89^{\circ}46'43''$  west along the south line of Section 6 a distance of 801.14 feet; thence north  $00^{\circ}20'22''$  east and parallel to the east line of said Section 6 a distance of 1,945.34 feet to a point on the southerly right-of-way line of State Road No. 70; thence south  $65^{\circ}00'05''$  east along said right-of-way line 881.53 feet to a point on the east line of said Section 6; thence south  $65^{\circ}00'05''$  east along said right-of-way line a distance of 3,069.81 feet; thence south  $65^{\circ}05'39''$  east along said right-of-way, 1,057.10 feet; thence south  $64^{\circ}58'19''$  east along said right-of-way 1,502.33 feet to a point on the east line of said Section 8; thence south  $02^{\circ}08'10''$  east along said east line 4,572.01 feet to the point of beginning.

Section 9: All of Section 9 lying south of State Road 70.



# WARRANTY DEED

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Section 10: (a) The SE-1/4 of SE-1/4 of NE-1/4, and the NE-1/4 of SE-1/4.

(b) Begin at the northwest corner of Section 10, and run thence south  $1^{\circ}26'29''$  west, along the west boundary thereof 250 feet, thence south  $89^{\circ}17'41''$  east parallel to the north boundary thereof 5,029.26 feet to a point 250 feet west of the east boundary of Section 10, thence south  $1^{\circ}10'41''$  west parallel to said east boundary thereof 1,745.92 feet to the south boundary of the N-1/2 of SE-1/4 of NE-1/4 of said Section 10, thence south  $89^{\circ}06'55''$  east along the south boundary of the N-1/2 of SE-1/4 of NE-1/4 250 feet to the east boundary of said Section 10, thence north  $1^{\circ}10'41''$  east along the east boundary 1,996.71 feet to the northeast corner of Section 10, thence north  $89^{\circ}17'41''$  west along the north boundary thereof 5,278.11 feet to the point of beginning.

(c) That part of the SW-1/4 of SE-1/4 of Section 10 lying south of State Road 70, LESS that part of the following described land lying within the SW-1/4 of SE-1/4 of said Section 10: Commence at the southwest corner of the SW-1/4 of SE-1/4 of Section 10 and run thence south  $88^{\circ}49'50''$  east along the south boundary of Section 10 a distance of 172.83 feet to the POINT OF BEGINNING, run thence north  $1^{\circ}02'07''$  east 216.81 feet, thence south  $88^{\circ}31'09''$  east 617.25 feet, thence south  $0^{\circ}52'51''$  west 236.7 feet, thence north  $88^{\circ}38'09''$  west 617.88 feet, thence north  $1^{\circ}02'07''$  east 21.14 feet to the point of beginning.

(d) All of Blocks 26 through 29, inclusive, of Kellison & Berry's Resubdivision of Durrance and Treadwell's Addition to Pine Level, Plat Book 5, page 94, DeSoto County, Florida, LESS State Road 70 (being that part of the SE-1/4 of SE-1/4 of Section 10 lying south of State Road 70.

(e) That part of the SW-1/4 lying south of State Road 70 (as such road existed on May 16, 1975).

Section 11: That part of the W-1/2 of Section 11 lying north of State Road 70 LESS the N-3/4 of W-1/4 of NW-1/4 and LESS Lots 1 to 6, inclusive, Block I, Callahan Addition to Pine Level, according to the plat thereof recorded in Plat Book 4, page 39, Desoto County, Florida (now vacated), the NE-1/4, the W-1/2 of SE-1/4, the W-1/2 of NE-1/4 of SE-1/4, the south 100 feet of the N-1/2 of SE-1/4 of SE-1/4, the NE-1/4 of NE-1/4 of SE-1/4 LESS the south 401.67 feet thereof.

Section 12: (a) All that part of the SW-1/4 of NE-1/4 lying south of a ditch line running diagonally from east to west and described as: beginning south  $01^{\circ}02'$  west 341.4 feet from the northwest corner of the said SW-1/4 of NE-1/4, run thence south  $88^{\circ}32'$  east 219.9 feet, thence south  $85^{\circ}07'$  east 349.3 feet, thence south  $76^{\circ}10'$  east 252.6 feet, thence south  $55^{\circ}18'$  east 200.6 feet, thence south  $09^{\circ}30'$  east 125.0 feet, thence east 387.3 feet to the east line of said SW-1/4 of NE-1/4.

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WARRANTY DEED

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(b) The NW-1/4 of NW-1/4 of NW-1/4, and the S-1/2 of NW-1/4, and the E-1/2 of NE-1/4 and the S-1/2 LESS the SW-1/4 of SW-1/4 of SW-1/4 of SW-1/4 and LESS that part of the NW-1/4 of SW-1/4 described as: begin at the northwest corner of the SW-1/4, run thence south  $89^{\circ}56'30''$  east along the north line of the SW-1/4 605.66 feet, thence south  $3^{\circ}38'34''$  west 569.63 feet, thence south  $05^{\circ}26'14''$  west 232.21 feet, thence south  $60^{\circ}30'46''$  west 646.69 feet to a point on the west line of the SW-1/4, thence north  $00^{\circ}47'30''$  east along the west line of the SW-1/4 1,118.69 feet to the point of beginning.

Section 13:

(a) The E-1/2 of NE-1/4, and the E-1/2 of NW-1/4 of NE-1/4, and the NE-1/4 of SW-1/4 of NE-1/4 LESS begin at the southwest corner of the NE-1/4 of SW-1/4 of NE-1/4, run thence north  $1^{\circ}02'00''$  east along the west line of said NE-1/4 of SW-1/4 of NE-1/4 a distance of 212.14 feet, thence south  $89^{\circ}54'00''$  east and parallel to the south line of said NE-1/4 of SW-1/4 of NE-1/4 a distance of 212.14 feet, thence south  $1^{\circ}02'00''$  west and parallel to the west line of said NE-1/4 of SW-1/4 of NE-1/4 a distance of 212.14 feet to the south line of said NE-1/4 of SW-1/4 of NE-1/4, thence north  $89^{\circ}54'00''$  west along said south line a distance of 212.14 feet to the point of beginning, and the S-1/2 of SW-1/4 of SW-1/4, and the W-3/4 of NE-1/4 of SE-1/4, and the SE-1/4 of SW-1/4, and the S-1/2 of NW-1/4 of SE-1/4 LESS that part of the S-1/2 of NW-1/4 of SE-1/4 lying southwesterly of State Road 70, and not included in the land described as: begin at the southwest corner of the S-1/2 of NW-1/4 of SE-1/4, run thence north  $0^{\circ}52'$  east along the west line of said S-1/2 of NW-1/4 of SE-1/4 41.67 feet to the POINT OF BEGINNING, thence continue north  $0^{\circ}52'$  east 437.31 feet to the south right-of-way line of State Road 70, thence south  $65^{\circ}03'$  east along said right-of-way line 178.45 feet, thence south  $24^{\circ}57'$  west 399.24 feet to the point of beginning.

(b) Begin at the southeast corner of the SE-1/4 of NE-1/4 of SW-1/4 and run thence north  $0^{\circ}52'$  east along the east line of said SE-1/4 of NE-1/4 of SW-1/4 478.98 feet to the south right-of-way line of State Road 70, thence north  $65^{\circ}03'$  west along said right-of-way line 71.55 feet to the east right-of-way of Horse Creek Channel, thence south  $24^{\circ}57'$  west along the east right-of-way of Horse Creek Channel 219.26 feet, thence south  $35^{\circ}57'$  west along said east right-of-way 382.18 feet to the south line of said SE-1/4 of NE-1/4 of SW-1/4, thence south  $89^{\circ}51'30''$  east along the south line of the SE-1/4 of NE-1/4 of SW-1/4 374.49 feet to the point of beginning.

(c) Begin at the northeast corner of the NW-1/4 of NW-1/4 of NE-1/4, run thence along the east line of the NW-1/4 of NW-1/4 of NE-1/4 south  $1^{\circ}02'00''$  west 200 feet, thence north  $65^{\circ}37'04''$  west 490.10 feet to a point on the north boundary of Section 13, thence along the north boundary of Section 13 south  $89^{\circ}42'00''$  east 450 feet to the point of beginning.

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# WARRANTY DEED

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Section 14: The W-1/2 of NE-1/4 and the E-1/2 of NW-1/4 LESS right-of-way for State Road 70 and LESS that part of Block P of EAST ADDITION TO NEW PINE LEVEL, Plat Book 2, page 147, lying south of State Road 70, and the NW-1/4 of NW-1/4 lying north of State Road 70.

Section 15: All of Section 15, LESS the N-1/2 of S-1/2 of NE-1/4 of SE-1/4 and LESS that part of the following described land lying within the NW-1/4 of NE-1/4 of said Section 15: commence at the southwest corner of the SW-1/4 of SE-1/4 of Section 10, Township 37 South, Range 23 East, and run thence south 88°49'50" east along the south boundary of Section 10 a distance of 172.83 feet to the POINT OF BEGINNING, run thence north 1°02'07" east 216.81 feet, thence south 88°31'09" east 617.25 feet, thence south 0°52'51" west 236.7 feet, thence north 88°38'09" west 617.88 feet, thence north 1°02'07" east 21.14 feet to the point of beginning.

Section 16: All.

Section 17: All.

Section 18: All.

Section 19: All.

Section 20: All.

Section 21: All.

Section 22: (a) Commence at the southwest corner of Section 22, thence north 3°26'30" west 25.83 feet to fence corner for POINT OF BEGINNING, thence south 89°57'40" east along fence 1,117.91 feet to fence corner, thence north 0°03'20" west along fence 203.0 feet to fence corner, thence south 87°24'40" east along fence 204.91 feet to fence corner, thence north 0°17'30" east along fence 998.71 feet to fence corner, thence north 65°29' east along fence 26.13 feet to fence corner, thence north 17°35'10" east along fence 362.67 feet to fence corner, thence north 53°28' east along fence 166.87 feet to fence corner, thence south 55°08'30" east along fence 501.45 feet to fence corner, thence north 5°26'30" east along fence 1,034.96 feet to fence corner, thence north 84°00'20" west along fence 1,089.80 feet to fence corner, thence north 4°58' west along fence 1,323.86 feet to fence corner, thence north 84°57'20" west along fence 615.0 feet to fence corner, thence north 85°18' west along fence 267.46 feet to fence corner, thence south 0°37'20" west along fence 1,285.23 feet to fence corner, thence south 0°19' west along fence 2,614.92 feet to point of beginning, LESS commence at the southwest corner of the SW-1/4 of SW-1/4 of said Section 22, said southwest corner of SW-1/4 of SW-1/4 of Section 22 being in the approximate center of a public road known as Pine Level Road, and run thence north 3°26'30" west

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25.83 feet to the north right-of-way line of the road, thence along the north right-of-way line of the road south  $89^{\circ}57'40''$  east 1,017.91 feet, more or less, to a point 100 feet west of the southwest corner of the land that was on July 9, 1981, occupied by Pine Level United Methodist Church ("church land"), such point being the POINT OF BEGINNING, thence continue south  $89^{\circ}57'40''$  east 100 feet to the southwest corner of the church land, thence north  $0^{\circ}03'20''$  west along the west boundary of the church land 203 feet to the northwest corner of the church land, thence south  $87^{\circ}24'40''$  east along the north boundary of the church land 204.91 feet to the northeast corner of the church land, thence north  $0^{\circ}17'30''$  east 100 feet, thence north  $87^{\circ}24'40''$  west 305.62 feet, thence south  $0^{\circ}03'20''$  east 307.48 feet to the point of beginning.

(b) Begin at the common corner of Sections 15, 16, 21, and 22, the same being marked by an iron axle in the center of a graded county road and being known as the "Scott Kimbrell Corner" described in instrument recorded in Chancery Order Book 20, page 481, DeSoto County, Florida, run thence south  $4^{\circ}43'30''$  east along the east section line of said Section 21 a distance of 1,313.74 feet to the southeast corner of the NE-1/4 of NE-1/4 of said Section 21 and the POINT OF BEGINNING, thence continue the same course along the east section line of said Section 21, 1,290.60 feet to a point of intersection with a fence line, said point lying 23.15 feet northwesterly of the southeast corner of the NE-1/4 of said Section 21, as measured along the east line of said section, thence south  $89^{\circ}45'34''$  east 231.33 feet to a fence corner, thence north  $0^{\circ}37'20''$  east along fence line 1,264.78 feet to a point of intersection with the south boundary of the NW-1/4 of NW-1/4 of said Section 22, thence north  $86^{\circ}20'25''$  west 352.10 feet along said south boundary to the point of beginning; BEING ALSO DESCRIBED AS: begin at the southwest corner of Section 22, run thence north  $0^{\circ}19'$  east 2,614.92 feet to a fence corner and the POINT OF BEGINNING, thence north  $0^{\circ}37'20''$  east 1,264.78 feet to a point of intersection with the south boundary of NW-1/4 of NW-1/4 of said Section 22, thence north  $86^{\circ}20'25''$  west along said south boundary 352.10 feet to the southeast corner of the NE-1/4 of NE-1/4 of Section 21, Township 37 South, Range 23 East, DeSoto County, Florida, thence south  $4^{\circ}43'30''$  east along the east boundary of said Section 21 a distance of 1,290.60 feet to a point of intersection with a fence line, said point lying 23.15 feet northwesterly of the southeast corner of the NE-1/4 of said Section 21, as measured along the east line of said Section 21, thence south  $89^{\circ}45'34''$  east to the point of beginning, all lying in the SW-1/4 of NW-1/4 of Section 22.

It is intended that, in the event of any conflict or discrepancy between the fence lines and fence corners, on the one hand, and the courses and distances set forth in the foregoing description, on the other, the calls by courses and distances shall control.

(c) The N-1/2 of NW-1/4 and the SE-1/4 of NW-1/4 and the W-1/2 of NE-1/4.

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(d) The property lying between the east boundary of the SE-1/4 of Section 21, Township 37 South, Range 23 East, DeSoto County, Florida, LESS the E-3/4 of N-1/2 of NE-1/4 of SE-1/4 of Section 21, and the fence line presently existing to the east thereof also described as: begin at the southwest corner of Section 22, Township 37 South, Range 23 East, run thence north 4°43'30" west along the west line of said Section 22 1,970.62 feet, thence south 86°26'27" east 171.76 feet to fence line, thence south 0°19'0" east along said fence 1,927.51 feet to fence corner, thence south 3°26'30" east 25.83 feet to point of beginning.

LESS the following portions of Section 22:

## TRACT ONE:

Commence at the southwest corner of the SW-1/4 of SW-1/4 of Section 22, Township 37 South, Range 23 East, DeSoto County, Florida; thence north 03°26'30" west 25.83 feet to a point on the north maintained right-of-way line of Pine Level Road for a point of beginning; thence south 89°57'40" east, along said north maintained right-of-way line, a distance of 563.32 feet; thence north 01°32'50" east 760.33 feet; thence north 89°26'31" west 578.89 feet; thence south 00°22'24" west 765.33 feet to the point of beginning.

## TRACT TWO:

Commence at the southwest corner of the SW-1/4 of SW-1/4 of Section 22, Township 37 South, Range 23 East, DeSoto County, Florida; thence north 03°26'30" west 25.83 feet to a point on the north maintained right-of-way line of Pine Level Road; thence south 89°57'40" east, along said right-of-way line, a distance of 563.32 feet to a point of beginning; thence continue south 89°57'40" east, along said right-of-way line, a distance of 454.59 feet; thence north 00°03'20" west 307.48 feet; thence south 87°24'40" east 39.11 feet; thence north 00°03'20" west 450.05 feet; thence north 89°26'31" west 472.42 feet; thence south 01°32'50" west 760.33 feet to the point of beginning.

## TRACT THREE:

Commence at the southwest corner of the SW-1/4 of SW-1/4 of Section 22, Township 37 South, Range 23 East, DeSoto County, Florida; thence north 03°26'30" west 25.83 feet to a point on the north maintained right-of-way line of Pine Level Road; thence south 89°57'40" east, along said right-of-way line, a distance of 1,017.91 feet; thence north 00°03'20" west 307.48 feet; thence south 87°24'40" east 39.11 feet for a point of beginning; thence continue south 87°24'40" east 266.51 feet; thence north 00°17'30" east 459.47 feet; thence north 89°26'31" west 269.03 feet; thence south 00°03'20" east 450.05 feet to the point of beginning.

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Section 23: The north 250 feet of the SE-1/4 of SE-1/4, and the west 250 feet of the SE-1/4 of SE-1/4.

Section 24: (a) The NW-1/4 of SE-1/4, and the NE-1/4 of NW-1/4, and the NW-1/4 of NW-1/4 of NE-1/4, and the W-1/2 of SW-1/4 of NW-1/4 of NE-1/4, and the SE-1/4 of SW-1/4 of NE-1/4, and the W-1/2 of SE-1/4 of NE-1/4, and the NE-1/4 of SE-1/4 of NE-1/4, and the SE-1/4 of NE-1/4 of NE-1/4, and the W-1/2 of NE-1/4 of NW-1/4 of NE-1/4.

(b) The north 250 feet of the SW-1/4 of SW-1/4.

Section 26: The north 250 feet of the NW-1/4, and that part of the north 250 feet of NW-1/4 of NE-1/4 lying west of county road.

Section 27: (a) The NW-1/4 LESS the west 630 feet.

(b) The W-1/2 of NW-1/4 of NE-1/4, and the W-1/2 of W-1/2 of SE-1/4.

(c) Begin at the southwest corner of the SW-1/4 of NW-1/4, run thence along the southern boundary of the SW-1/4 of NW-1/4 a distance of 630 feet, thence north 375 feet, more or less, to a concrete monument, thence north  $88^{\circ}50'12''$  west 621.62 feet to a railroad spike, thence south along the section line 376.42 feet to the point of beginning.

(d) Begin at the northwest corner of Section 27, run thence south  $0^{\circ}32'41''$  west along the west line of Section 27 a distance of 915.62 feet to the POINT OF BEGINNING, thence continue south  $0^{\circ}32'41''$  west along the west line of Section 27 a distance of 613.36 feet, thence south  $88^{\circ}52'09''$  east 630.48 feet, thence north  $0^{\circ}05'56''$  east 619.86 feet, thence north  $89^{\circ}27'35''$  west 625.62 feet to the point of beginning.

(e) The north 250 feet of the E-3/4 of NE-1/4.

(f) The SW-1/4 LESS the three parcels described below.

(i) The S-1/2 of SW-1/4 of SW-1/4 of SW-1/4.

(ii) A part of the NW-1/4 of SW-1/4 and a part of the NE-1/4 of SW-1/4 of Section 27 described as follows: Begin at the southwest corner of the NW-1/4 of SW-1/4, thence north  $0^{\circ}31'11''$  east, along the west line of said NW-1/4 of SW-1/4 a distance of 338.66 feet, thence south  $89^{\circ}31'00''$  east 991.68 feet, thence north  $00^{\circ}49'30''$  east 333.74 feet, thence south  $89^{\circ}46'30''$  east 328.17 feet, thence south  $0^{\circ}23'00''$  west 726.00 feet to a point on the south line of said NE-1/4 of SW-1/4, thence north  $87^{\circ}15'30''$  west

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along the south line of said tracts 1,324.31 feet to the point of beginning.

- (iii) A part of the SW-1/4 of SW-1/4 and a part of the SE-1/4 of SW-1/4 of Section 27 described as follows: Begin at the northwest corner of the SW-1/4 of SW-1/4, thence south 00°31'11" west along the west line of the SW-1/4 of SW-1/4 a distance of 254.00 feet, thence south 87°15'30" east and parallel to the north line of the SW-1/4 of SW-1/4 a distance of 677.78 feet, thence north 00°23'00" east 2.55 feet, thence south 89°00'09" east 646.66 feet, thence north 00°23'00" east 236.88 feet to a point on the north line of the SE-1/4 of SW-1/4, thence north 87°15'30" west along the north line of said tracts 1,324.31 feet to the point of beginning.

Section 28: All LESS Begin at the northeast corner of said Section 28, run thence south 1188 feet along the east section line and centerline of the Tom Mizell Road, thence west and parallel to the north section line 736 feet, thence north and parallel to the east section line 1188 feet, thence east along the north section line 736 feet to the point of beginning.

Section 29: All.

Section 30: The E-1/2.

Section 31: The E-1/2.

Section 32: All.

Section 33: (a) The N-1/2 LESS that part of the NE-1/4 of SW-1/4 of NE-1/4 described as follows: begin at the northeast corner of the NE-1/4 of SW-1/4 of NE-1/4, run thence west 466.7 feet, thence south 466.7 feet, thence east 466.7 feet, thence north 466.7 feet to the point of beginning; BEING ALSO DESCRIBED AS: begin at the northeast corner of Section 33, run thence north 89°12'30" west along the north line of said Section 33 a distance of 1,346.91 feet, run thence south 0°33'40" west 1,320.14 feet to the point of beginning, thence continue on the same course 466.70 feet, thence north 89°12' west 466.70 feet, thence north 0°33'40" east 466.70 feet, thence south 89°12' east 466.70 feet to the point of beginning.

(b) The S-1/2 LESS that part of the SE-1/4 of SE-1/4, if any, lying south of State Road 72.

(c) An undivided one-sixth (or possibly one-third) interest in that part of the SE-1/4 of SE-1/4, if any, lying south of State Road 72.

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Section 34: The NW-1/4 of NW-1/4, and the NE-1/4 of SW-1/4 of NW-1/4 and the W-1/2 of SW-1/4 of NW-1/4.

**IN TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA:**

Section 4: (a) All LESS the NE-1/4 of SE-1/4 and LESS the north 1,000 feet of the west 1,000 feet of the east 1,500 feet of Section 4.

(b) That portion of Section 4 lying east and north of the east and north boundaries, respectively, of said Section 4, as determined by Cravens, included in the following description: begin at the northwest corner of Section 4, and run thence north 89°07'57" east along the "Carlton Line" a distance of 6,069.13 feet, thence south 2°33' west along the "Carlton Line" a distance of 2,649.53 feet, thence south 88°56'56" west 657.14 feet to the east section line of said Section 4, thence north 0°17'35" east along said east section line 2,499.13 feet to the northeast corner of said Section 4 (by Cravens), thence south 89°15'58" west along the north section line of said Section 4 (by Cravens) 5,306.73 feet to the point of beginning.

(c) That portion of Section 4 lying east of the east boundary of said Section 4, as determined by Cravens, included in the following description: begin at the northwest corner of Section 4, and run thence north 89°07'57" east along the "Carlton Line" a distance of 6,069.13 feet, thence south 2°33' west along the "Carlton Line" a distance of 2,649.53 feet, thence south 2°46'53" west along the "Carlton Line" 2,660.65 feet to a point, said point being the southeast corner of said Section 4 (by Carlton) and the POINT OF BEGINNING, thence north 89°21'56" west 544.44 feet to a point, said point being the southeast corner of said Section 4 (by Cravens), thence south 89°37'39" west along the south boundary of said section 2,624.54 feet to a point, said point being the southwest corner of the S-1/2 of SE-1/4 of said Section 4 (by Cravens), thence north 0°00'24" east a distance of 1,314.93 feet to a point, said point being the northwest corner of the S-1/2 of SE-1/4 of said Section 4 (by Cravens), thence north 89°31'28" east 2,632.67 feet, thence south 89°45'09" east 600.45 feet to a point of intersection with the "Carlton Line" hereinabove described, thence south 2°46'53" west along said "Carlton Line" 1,324.71 feet to the point of beginning.

The recitation of monuments in the foregoing description is intended for descriptive purposes only, and the calls by courses and distances shall control the references to monuments.

References to corners by Cravens refer to corners established by double proportional measurement from the following section corners in this township and

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range established by the DeSoto County surveyor of the same name, to wit: the common corner of Sections 5, 6, 7, and 8, and the common corner of Sections 8, 9, 16, and 17. The northwest corner of said Section 4 lying as follows with respect to such common corners, to wit: (a) from the common corner of said Sections 5, 6, 7, and 8, run thence north 88°50'10" east 5,253.32 feet to the southwest corner of said Section 4, thence north 0°18'24" west 5,240.67 feet to the northwest corner of said Section 4, and (b) from the common corner of said Sections 8, 9, 16, and 17, run thence north 0°31'36" east 5,240.83 feet to the southwest corner of said Section 4, thence north 0°18'24" west 5,240.67 feet to the northwest corner of said Section 4.

Section 5: All.

Section 6: The NE-1/4 of NE-1/4, and that part of the S-1/2 of NE-1/4 lying north of Highway 72.

Section 8: All.

Section 9: (a) All.

(b) That portion of Section 9 lying east of the east boundary of Section 9, as determined by Cravens, included in the following description: begin at the northwest corner of Section 4, and run thence north 89°07'57" east along the "Carlton Line" a distance of 6,069.13 feet, thence south 2°33' west along the "Carlton Line" a distance of 2,649.53 feet, thence south 2°46'53" west along the "Carlton Line, 2,660.65 feet to the point of beginning, run thence south 0°24'23" west 663.78 feet, thence south 0°27'41" west 663.47 feet, thence south 0°11'51" west 1,323.74 feet, thence south 0°41'52" west 1,316.75 feet, thence south 0°25'07" west 1,318.67 feet, thence north 89°05'49" west 564.50 feet to the southeast corner of Section 9, Township 38 South, Range 23 East, DeSoto County, Florida (Cravens Corner), thence north 0°39'14" east along the east line of said Section 9, a distance of 5,283.71 feet to the southeast corner of said Section 4 (Cravens Corner), run thence south 89°21'56" east 544.44 feet to the point of beginning.

## IN TOWNSHIP 37 SOUTH, RANGE 24 EAST, DESOTO COUNTY, FLORIDA:

Section 4: The S-1/2 of SW-1/4, and the SW-1/4 of SW-1/4 of SE-1/4 of Section 4.

Section 5: The S-1/2 LESS the E-1/2 of NW-1/4 of SE-1/4 and LESS the NE-1/4 of SE-1/4.

Section 6: The SE-1/4 LESS the N-1/2 of NW-1/4 of SE-1/4, and the S-3/4 of SE-1/4 of SW-1/4.

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Section 7: All LESS begin at the southwest corner of said Section 7, run thence south 89°25' east along the south line of said Section 7, a distance of 3,247.79 feet to the centerline of a graded county road, thence north 0°53'10" east along said centerline 1,719.10 feet to the POINT OF BEGINNING, thence continue same line 450 feet, thence south 89°06'50" east 525 feet, thence south 0°53'10" west 450 feet, thence north 89°06'50" west 525 feet to the point of beginning.

Section 8: All.

Section 9: All LESS the NE-1/4 of SE-1/4 of SE-1/4.

Section 10: (a) The south 50 feet of the SW-1/4 of SW-1/4 of SW-1/4.

(b) The south 75 feet of the SW-1/4 of SE-1/4 of SW-1/4, and the south 75 feet of the SE-1/4.

(c) The south 100 feet of the SE-1/4 of SE-1/4 of SW-1/4, and the south 100 feet of the SE-1/4 of SW-1/4 of SW-1/4.

Section 11: That part of the S-1/2 of SW-1/4 of SW-1/4 described as: begin at the southwest corner of Section 11, run thence north 0°41'51" west along the west line of Section 11 a distance of 50.0 feet, thence north 89°13'57" east and parallel to the south line of Section 11 a distance of 746.22 feet to the PC of a curve to the left having a radius of 453.34 feet and a delta angle of 79°05'07", thence northeasterly along the arc of said curve, 540.15 feet to a point on the west right-of-way line of the Seaboard System Railroad, Inc., thence south 4°24'50" west along said right-of-way line 336.86 feet to the south line of Section 11, thence south 89°13'57" west along said south line of Section 11 a distance of 1,136.98 feet to the point of beginning.

Section 17: The NW-1/4 and the N-1/2 of NE-1/4 and the W-3/4 of SW-1/4.

Section 18: The E-1/2, and the NW-1/4, and that part of the SW-1/4 lying east of county road.

Section 19: The N-1/2 of NW-1/4, and the SE-1/4 of NW-1/4, and the NW-1/4 of SW-1/4, and the W-1/2 of NE-1/4 of SW-1/4, and the NE-1/4 of NE-1/4 of SW-1/4, and the N-1/2 of NE-1/4 of NE-1/4, and the W-1/2 of SW-1/4 of NE-1/4, and the SW-1/4 of NW-1/4 of NE-1/4, and the NW-1/4 of NW-1/4 of SE-1/4.

Section 20: The N-1/2 of NW-1/4 of NW-1/4, and the NW-1/4 of NE-1/4 of NW-1/4.

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SCHEDULE B

SPECIAL TITLE MATTERS

1. Outstanding royalty interest, Gulf Atlantic Corporation or successors - Sections 16, 19, 20, 21, 28, 29, 30, 31 and 32-37-23, Section 6-38-23, and Sections 21, 22, 23, 24, 25, 26, 27, 28, 29 and 32-37-22.

(a) Assignment from Gulf Atlantic Corporation to Phillips Petroleum Company dated February 12, 1965, filed February 12, 1970, Official Records Book 442, page 519, of land purchase option agreement dated August 17, 1964, from M. G. Gammage and Celia V. Gammage, covering land in the above sections and providing, among other things, that if Phillips purchased the lands [which it thereafter did] Phillips must pay to Gulf Atlantic

" . . . as a royalty an amount equal to 5¢ for each dry short ton of phosphate rock exceeding 54% BPL mined each calendar year by Phillips from the [land]. For the purpose of calculating the number of dry tons of phosphate rock exceeding 54% BPL mined each calendar year by Phillips, it shall be assumed that Phillips has mined 80% of the phosphate rock exceeding 54% BPL estimated to be in place in the area mined during such year based on the prospecting data obtained and used by Phillips. The royalty payment shall be made on or before the last day of January of each year. Gulf Atlantic shall have the right to inspect Phillips' prospecting data and at periodic intervals receive information as to the area mined to verify the amount due Gulf Atlantic."

(b) Conveyance from Phillips Petroleum Company to Gulf Atlantic Corporation dated April 8, 1970, filed July 20, 1970, Official Records Book 461, page 669, of royalty interest [the same as the royalty interest identified in subparagraph (a) above] with respect to land in the above sections and confirming the royalties provided for in the assignment instrument identified in subparagraph (a) above.

2. Oil and gas royalty reservation, Day, Sections 27, 28, 33, and 34-37-22. Reservation under warranty deed from William A. Day and John R. Day, as surviving trustees under the last will and testament of Lee Sumner Day, deceased, to Phillips Petroleum Company, dated and filed January 10, 1967, Official Records Book 309, page 49, covering the W-1/4 of Section 27 LESS the north 40 feet thereof, and all of Section 28 LESS the north 40 feet thereof, and land in Sections 33 and 34, of

" . . . a royalty, equal to one-eighth of all oil and gas in and under and which may be produced from the . . . land by [Phillips], its successors or assigns. . . ."

and providing that

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"... in the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent lands and within 330 feet of and draining the property herein conveyed, [Phillips], for itself, its successors or assigns, covenants and agrees with grantors that it will drill, or cause to be drilled, such offset wells as a reasonably prudent operator would drill under the same and similar circumstances."

The royalty reservation is limited to oil and gas (the reservation does not pertain to phosphate or other sedimentary minerals).

3. Right-of-way easement to Gill over the south 20 feet of Section 29-37-22.

Conveyances by Voncille [or Voncile] Teuton and Dan Teuton, her husband, granted to Earl Gill and Freida P. Gill, his wife, of

"... a right-of-way easement over and across the south 20 feet of Section 29. . . for ingress and egress to property owned by [Gill]."

One conveyance was dated April 27, 1962, filed May 3, 1962, Official Records Book 114, page 442, and the other was dated June 11, 1962, filed July 19, 1962, Official Records Book 123, page 728.

4. Right-of-way easement to Teuton over the south 20 feet of Section 29-37-22. Easement given by Amax Chemical Corporation to Dan Teuton and Voncile Teuton, husband and wife, dated September 23, 1986, filed October 3, 1986, Official Records Book 1159, page 3341, over the south 20 feet of Section 29. The easement is for the purpose of ingress and egress and utility service to all of Section 30-37-22.

5. Platted streets. Possible rights or interests of third parties in and to the streets or roadways in Eckel and Eckel Addition to Pine Level Subdivision, Plat Book 4, page 40, DeSoto County, in the SE-1/4 of SW-1/4 of Section 2, Township 37 South, Range 23 East, as described in Schedule A, (Wayne Avenue, Mercer Avenue, Laurel Avenue, Callahan Street, Adler Street, and Marshall Street).

6. State Road 70.

(a) Sections 5, 6, 8, 9 and 10-37-23. The right-of-way for that part of State Road 70 through Sections 5, 6, 8, 9 and 10-37-23 as granted by the deeds and other title instruments or transactions identified below. Maps pertinent to State Road 70 were recorded in 1954 and 1958, in Plat Book 8, pages 7 and 16.

(i) Quitclaim deed from W. R. Stoffel, Lavinia Stoffel and Hal R. Stoffel, single, to the State of Florida, dated September 30, 1954, filed October 1, 1954, Deed Book 261, page 115, pertaining to lands in Sections 5, 8, 9, and 10 lying south of the

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Arcadia-Bradenton Road and within 50 feet southerly of the survey line of State Road 70, as particularly identified in the deed.

(ii) Special warranty deed from W. R. Stoffel and Lavinia Stoffel to the State of Florida, dated November 3, 1958, filed December 10, 1958, Deed Book 261, page 579, pertaining to lands in Sections 9 and 10 lying south of the right-of-way of State Road 70 and within 68 feet of the survey line of State Road 70, as particularly identified in the deed.

(iii) Special warranty deed from Lawrence E. Bowser and Elise M. Bowser to the State of Florida, dated June 18, 1959, filed July 13, 1959, Deed Book 271, page 290, pertaining to lands in Sections 9 and 10 lying south of the right-of-way of State Road 70 and within 68 feet of the survey line of State Road 70, as particularly identified in the deed.

(iv) Quitclaim deed from W. R. Stoffel, Lavinia S. Stoffel, and J. Neil Stoffel to the State of Florida, dated September 30, 1954, filed October 1, 1954, Deed Book 261, page 111, pertaining to lands in Section 6 lying south of the right-of-way of the Arcadia-Bradenton Road and within 50 feet southerly of the survey line of State Road 70, as particularly identified in the deed.

(v) Special warranty deed from Hal R. Stoffel, W. R. Stoffel, and Lavinia Stoffel to the State of Florida, filed November 25, 1958, Deed Book 261, page 575, pertaining to lands in Sections 5, 8, and 9 lying south of the Arcadia-Bradenton Highway and within 68 feet of the survey line of State Road 70, as particularly identified in the deed.

(vi) Special warranty deed from J. Neil Stoffel, W.R. Stoffel, and Lavinia Stoffel, to the State of Florida, dated November 3, 1958, filed November 25, 1958, Deed Book 261, page 577, pertaining to lands in Section 6 lying south of the Arcadia-Bradenton Highway and within 68 feet of the survey line of State Road 70, as particularly identified in the deed.

(vii) Quitclaim deed from W. R. Stoffel and Lavinia Stoffel to the State of Florida, dated September 30, 1954, filed October 1, 1954, Deed Book 261, page 113, pertaining to lands in Section 9 lying south of the right-of-way of the Arcadia-Bradenton Road and within 50 feet southerly of the survey line of State Road 70, as particularly identified in the deed.

(viii) Final judgment appropriating a right-of-way to the State of Florida for State Road 70, or for the widening thereof, in eminent domain proceedings (case no. 9182), dated November 3, 1954, filed November 4, 1954, Chancery Order Book 21, page 343, and confirming an earlier order of taking of the road right-of-way for a specified distance or width north of the road survey line as described in the proceedings.

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# WARRANTY DEED

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(ix) Quitclaim deed from Frank Johnson and Hattie Johnson, his wife, and Frank G. Johnson and Stella H. Johnson, his wife, to the State of Florida dated November 6, 1954, filed January 26, 1955, Deed Book 261, page 124, covering that part of the SW-1/4 of SE-1/4 of said Section 10 lying within 50 feet southerly of the State Road 70 survey line as described in the deed.

(x) Special warranty deed from Frank G. Johnson and Stella H. Johnson, his wife, to the State of Florida dated September 5, 1958, filed November 6, 1958, Deed Book 261, page 559, covering that part of the SW-1/4 of SE-1/4 of said Section 10 lying within 68 feet southerly of the State Road 70 survey line as described in the deed.

(b) Section 9-37-23. Final judgment appropriating a right-of-way to State of Florida for State Road 70, or for the widening thereof, in eminent domain proceedings (case no. 9182) dated November 3, 1954, Chancery Order Book 21, page 343, and confirming an earlier order of taking of the road right-of-way for a specified distance or width (65 feet in some places and 50 feet in other places) north of the road survey line as described in the final judgment and elsewhere in the eminent domain proceedings.

(c) Sections 11 and 13-37-23 and Section 19-37-24. The right-of-way for that part of State Road 70 through Sections 11 and 13-37-23 and Section 19-37-24 as granted by the deeds or other title instruments or transactions identified below.

(i) Deed from Land Title Bank & Trust Company, trustee of the estate of William H. Wright, deceased, to State of Florida dated October 17, 1940, Deed Book 233, page 577, conveying, apparently in fee simple, that part of the NE-1/4 of SW-1/4 of Section 13 lying within 50 feet each side of the survey centerline of State Road 18 (now State Road 70) as described in the deed.

(ii) Deed from J. Walter Barnes, a single man, to State of Florida dated January 14, 1941, Deed Book 234, page 119, conveying, apparently in fee simple, that part of the S-1/2 of S-1/2 of NW-1/4 of SE-1/4 of Section 13 lying within 50 feet each side of the survey centerline of State Road 18 (now State Road 70) as described in the deed.

(iii) Deed from William C. Hojsik and wife, Pauline Hojsik, to State of Florida dated August 4, 1952, Deed Book 256, page 84, conveying, apparently in fee simple, that part of the N-1/2 of S-1/2 of NW-1/4 of SE-1/4 of Section 13 lying within 100 feet each side of the survey centerline of State Road 70 as described in the deed.

(iv) Deed from V. C. Hollingsworth and Abbie Hollingsworth, husband and wife, to State of Florida dated August 4, 1952, Deed Book 256, page 56, conveying, apparently in fee simple, that part of the NE-1/4 of SW-1/4 and that part of the S-1/2 of S-1/2 of NW-1/4 of SE-1/4 of Section 13 lying within 100 feet each side of the survey centerline of State Road 70 as described in the deed.

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(v) Deed from V. C. Hollingsworth and Abbie Hollingsworth, husband and wife, to State of Florida dated October 15, 1954, filed October 21, 1954, Deed Book 261, page 121, conveying, apparently in fee simple, that part of the SW-1/4 of SW-1/4 of Section 11 ". . . north of the Arcadia - Bradenton Road. . ." lying within 50 feet northerly of the survey centerline of State Road 70 as described in the deed.

(vi) Deed from V. C. Hollingsworth and Abbie Hollingsworth, husband and wife, to State of Florida, undated, filed for record on August 30, 1955, Deed Book 261, page 144, conveying, apparently in fee simple, that part of the NE-1/4 of SE-1/4 of Section 13 and the NW-1/4 and the E-1/2 of Section 19 lying within 50 feet each side of the survey centerline of State Road 70 as described in the deed.

(vii) Deed from V. C. Hollingsworth, Jr., and Betty Hollingsworth, his wife, to State of Florida dated April 7, 1959, Deed Book 270, page 664, conveying, apparently in fee simple, that part of the N-1/2 of S-1/2 of NW-1/4 of SE-1/4 of Section 13 lying within 68 feet southerly or southwesterly and within 132 feet northerly or northeasterly of the survey centerline of State Road 70 as described in the deed.

(viii) Deed from V. C. Hollingsworth and Abbie Hollingsworth, husband and wife, to State of Florida dated April 7, 1959, Deed Book 270, page 662, conveying, apparently in fee simple, that part of Section ". . . north of the Arcadia - Bradenton Road. . ." and Section 13 LESS the N-1/2 of S-1/2 of NW-1/4 of SE-1/4 of Section 13 lying within 132 feet northerly or northeasterly of the survey centerline of State Road 70 as described in the deed, and those parts of the S-1/2 of S-1/2 of NW-1/4 of SE-1/4 and the NW-1/4 of SE-1/4 of SE-1/4 of Section 13 lying within 68 feet southerly or southwesterly of the survey centerline of State Road 70, and that part of Section 19 lying 132 feet northerly and 68 feet southerly of the survey centerline of State Road 70, all as described in the deed.

(d) Section 14-37-23. Deeds or other title transactions providing for portions of the right-of-way for State Road 70 through Section 14 are identified below.

(i) Instrument dated October 31, 1940, filed December 12, 1940, Deed Book 234, page 42, from Joseph Duller and wife to State of Florida granting a public road right-of-way (for a road then designated as State Road 18) through that part of the W-1/2 of NE-1/4 ". . . south of the East and West Coast Railway . . ." lying within 50 feet of a centerline described as: from a point on the west boundary of the E-1/2 of NE-1/4 of NW-1/4 [of Section 14] lying 680.4 feet northerly of the southwest corner thereof run south 65°35' east approximately 750 feet to the west boundary of the NW-1/4 of NE-1/4, and continue on the same bearing 871.9 feet to the south boundary of the NW-1/4 of NE-1/4, and continue 450 feet to a point on the east boundary of the SW-1/4 of NE-1/4 lying 237.5 feet southerly of the northeast corner thereof.

(ii) Quitclaim deed dated October 20, 1954, filed October 21, 1954, Deed Book 261, page 118, from H. P. Browder and others to State of Florida quitclaiming that

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part of the E-2/3 of NE-1/4 of NW-1/4 ". . . south of the Arcadia - Bradenton Road. . . lying within 50 feet southerly of a centerline described as: from a point on the east boundary of the NE-1/4 [of Section 14] lying 505 feet north 00°44' east of the southeast corner thereof run north 65°07' west 2207.65 feet, thence north 65°04' west 3645.62 feet [into Section 11].

(iii) Eminent domain proceedings brought by DeSoto County, a political subdivision of the State of Florida, against Gertrude Brightwell and others in the Circuit Court, DeSoto County, case no. 9182, lis pendens filed in 1954. An order of taking dated October 22, 1954, and recorded in 1954, Chancery Order Book 21, page 340, described all or part of the survey centerline of State Road 70 in at least part of Section 14 [while the road centerline may involve part of the lands, the order of taking did not].

(iv) Deed from V. C. Hollingsworth and Abbie Hollingsworth, husband and wife, to State of Florida dated October 15, 1954, Deed Book 261, page 121, conveying, apparently in fee simple, that part of the N-1/2 of NW-1/4 of Section 14 lying within 50 feet north or northeasterly of the survey centerline of State Road 70 as described in the deed.

(v) Deed from V. C. Hollingsworth and Abbie Hollingsworth, husband and wife, to State of Florida dated April 7, 1959, Deed Book 270, page 662, conveying, apparently in fee simple, any and all parts of Section 14 lying within 132 feet northerly or northeasterly of the survey centerline of State Road 70 as described in the deed.

(e) Recorded road maps. State Road 70 (or parts thereof) is shown on road survey maps filed November 3, 1954, and June 23, 1958, Plat Book 8, pages 7 and 16.

7. State Road 70 drainage ditch easement.

(a) Section 11-37-23. V. C. Hollingsworth and Abbie Hollingsworth, his wife, granted to State of Florida under instrument dated October 15, 1954, filed October 21, 1954, Deed Book 261, page 120, a perpetual easement for ". . . a storm sewer pipe line below ground level. . ." with respect to a strip of land 42.6 feet wide, being that part of the SW-1/4 of SW-1/4 and of the SE-1/4 of SW-1/4 lying 42.6 feet easterly of an easement survey line particularly described in the instrument. The described survey line begins on the survey line of State Road 70 (as then existing) and runs north 0°29' east a distance of 400 feet.

(b) Section 13-37-23. V. C. Hollingsworth and Abbie Hollingsworth, husband and wife, granted to State of Florida under instrument dated August 4, 1952, Deed Book 256, page 57, a perpetual drainage and drainage ditch easement over that part of the NE-1/4 of SW-1/4 of Section 13 lying within varying distances of the ditch or ditch channel centerline as described in, the easement instrument. The drainage easement may be for the channelizing or rerouting of Horse Creek (otherwise a natural stream) under State Road 70.



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8. Platted streets, First Addition to Pine Level and Eckel & Eckel Subdivision, Pine Level - Section 2-37-23. That part of the plat of First Addition to Pine Level, recorded in Plat Book 4, page 47, lying in the E-1/2 of SW-1/4 of SW-1/4 of Section 2, and the plat of Eckel & Eckel Subdivision, Pine Level, recorded in Plat Book 4, page 40, were purportedly vacated in 1969 (resolutions recorded in Official Records Book 63, pages 257 and 263). If the petitioners did not own all of the lots affected by the resolutions vacating the subdivision plats, the vacation resolutions may not be valid (Florida Statutes 192.29 and 192.30), and the public and owners of other lots in the subdivisions may still have rights to pass over the vacated streets. Title to half of the width of abutting streets (out to the centerline) may be vested in lot owners abutting those streets.

9. Hollingsworth repurchase rights - Sections 10, 23, 24, 26, and 27-37-23. Conditions contained in warranty deed from V. C. Hollingsworth and Abbie Hollingsworth, his wife, and V. C. Hollingsworth, Inc., to Phillips Petroleum Company dated November 23, 1976, filed December 6, 1976, Official Records Book 127, page 303, covering part of the land in Sections 10, 23, 24, 26, and 27-37-23, that

"... when grantee has completed all mining and reclamation operations on lands owned by it in Manatee and DeSoto Counties, Florida, grantor, his heirs, successors and assigns, shall be given the right of re-purchasing the lands conveyed hereby at their then fair market value, to be determined by the composite valuation of three individual appraisers selected by grantor and grantee, or their heirs, successors and assigns. If operations for mining or reclamation of the grantee have ceased for a period of two years after operations have begun it shall be deemed that grantee has completed its mining and reclamation operations."

The deed specifies no expiration time with respect to the repurchase rights.

10. Crossing easement to Hollingsworth - Sections 10, 13, 23, 24, 26, and 27-37-23. Provisions and reservations contained in conveyance from Phillips Petroleum Company to V. C. Hollingsworth and Abbie Hollingsworth, his wife, and V. C. Hollingsworth, Inc. (all grantees being collectively designated "Hollingsworth") in the instrument dated November 23, 1976, filed December 6, 1976, Official Records Book 127, page 313, relating to an easement for Hollingsworth over lands in Sections 10, 13, 23, 24, 26, and 27.

11. Communications systems right-of-way and easement - Section 11-37-23. Easement from Amax Chemical Corporation to American Telephone and Telegraph Company dated April 19, 1985, filed May 14, 1985, Official Records Book 212, page 697, and re-recorded on June 24, 1985, Official Records Book 213, page 1040, for the construction, operation and maintenance of communications systems over and under a 50-foot by 50-foot wide tract adjoining Highway 70 in Section 11-37-23, located approximately 100 feet east of the gate entrance to the property (immediately across the highway from where Florida Avenue intersects Highway 70 from the south).

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12. State drainage sewer pipeline easement, Section 14-37-23. Perpetual easement for an underground storm sewer pipe granted by V. C. Hollingsworth and Abbie Hollingsworth, husband and wife, to State of Florida under conveyance dated October 15, 1954, and recorded in Deed Book 261, page 120, over a strip of land 42.6 feet wide lying north of State Road 70 partly in the NE-1/4 of NW-1/4 and partly in the NW-1/4 of NW-1/4 of Section 14. The survey line of the storm sewer easement strip is described in the easement instrument. The survey line begins in the right-of-way of State Road 70 and runs north. The easement strip is a strip of land lying 42.6 feet east of the survey line.

13. Possible public road along or near west side of E-1/2 of NW-1/4 of Section 14-37-23 south of State Road 70. Blocks Q and R according to the plat of EAST ADDITION TO NEW PINE LEVEL, Plat Book 2, page 147 (now vacated). Blocks Q and R lie in and are part of the west 440 feet of the NE-1/4 of NW-1/4. The plat portrayed streets around, and alleys through, each of the blocks. In 1976, the Board of County Commissioners of DeSoto County, Florida, adopted a resolution closing and vacating all of the platted streets to the extent that they abutted Blocks Q and R and all of the alleys located within Blocks Q and R, EXCEPT the platted street running north-south along the west side of Blocks Q and R and designated on the plat as Mizell Avenue. The vacating resolution contained a declaration that the "... status quo. ..." of Mizell Avenue would "... remain undisturbed. ..." by the resolution. The platted roadway for Mizell Avenue may be part of the location of a road that runs southerly from State Road 70, along or near the west side of the E-1/2 of NW-1/4 of said Section 14.

14. Roadway deed to county, Section 18-37-23. Leo H. Wilson, Inc., conveyed to Board of County Commissioners of DeSoto County, Florida, under deed dated June 2, 1960, filed August 1, 1960, Deed Book 274, page 238,

"... a strip of land 25 feet wide off the entire west side of Section 18. ... for roadway purposes. ..."

15. Reserved royalty interest, Wilson - Section 18-37-23. Reservation by Leo H. Wilson, Inc., under a 1966 deed to Phillips Petroleum Company recorded in Official Records Book 44, page 49, DeSoto County, of

"... a non-participating royalty interest equivalent to 1/8 of all oil, gas, and sulphur, only, which may be produced from said land. ..."

16. Possible State of Florida mineral reservation - Section 27-37-23. Murphy Act tax deeds (a) one from State of Florida (through its Trustees of the Internal Improvement Fund) to C. F. Hull and Ona Hull, husband and wife, dated April 24, 1944, filed June 1, 1944, Deed Book 239, page 435, and (b) the other from State of Florida (through its Trustees of the Internal Improvement Fund) to V. C. Hollingsworth, dated July 15, 1947, filed August 22, 1947, Deed Book 248, page 449, describing begin at the southwest corner of the NW-1/4 of NW-1/4 of Section 27, and run east 110.22 feet, thence north 208.56 feet to the POINT OF BEGINNING, run thence east 209.88 feet, thence south 207.9 feet, thence east 280.5 feet, thence north 412.5 feet, thence west 527.34 feet, thence south 202.62 feet to the point of beginning, and the east

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# WARRANTY DEED

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420 feet of the west 630 feet of the north 210 feet of the SW-1/4 of NW-1/4 of Section 27, respectively, containing a reservation to State of Florida, as to lands in tracts or composite tracts aggregating ten acres or more, of title to an undivided one-half of all petroleum and petroleum products and title to an undivided three-fourths of all other minerals on or under the land included in the deed, together with the right to explore for and to mine and develop the same.

17. Possible State of Florida road reservation - Section 27-37-23. The two Murphy Act deeds identified in the preceding paragraph also reserved to State of Florida an easement for state road right-of-way purposes, 200 feet wide, lying equally on each side of the centerline of any state road existing on or within 100 feet of the applicable part of the lands on the respective dates of the deeds.

18. Description and third party ownership questions - part of Section 27-37-23. Phillips Petroleum Company acquired that part of Section 27-37-23 described below from V. C. Hollingsworth, Inc., and others under warranty deed dated November 23, 1976, filed December 6, 1976, Official Records Book 127, page 303.

Begin at the northwest corner of Section 27, run thence south 0°32'41" west along the west line of Section 27 915.62 feet to the point of beginning, thence continue south 0°32'41" west along the west line of Section 27 613.36 feet, thence south 88°52'09" east 630.48 feet, thence north 0°05'56" east 619.86 feet, thence north 89°27'35" west 625.62 feet to the point of beginning.

The grantors of the 1976 deed had acquired various parts (but apparently not all) of the lands under conveyances recorded between 1947 and 1960. The boundaries of the various parts (six in all) do not appear in every instance to precisely match each other or match all of the perimeter boundary of the lands. Because of this, gaps and third party record ownerships in the gaps may result.

19. Description questions - Section 27-37-23. Because of vague and imprecise (and possibly defective) descriptions used in deeds appearing in the record title history, possible third party rights and interests may exist with respect to that part of Section 27-37-23 described below:

Begin at the southwest corner of the SW-1/4 of NW-1/4, run thence along the southern boundary of the SW-1/4 of NW-1/4 630 feet, thence north 375 feet, more or less, to a concrete monument, thence north 88°50'12" west 621.62 feet to a railroad spike, thence south along the section line 376.42 feet to the point of beginning.

20. State Road 72 - Section 6-38-23. State Road 72 (formerly designated State Road 220) lies in an east-west direction through the N-1/2 of Section 6, forming the south boundary of the land in the S-1/2 of NE-1/4 of Section 6. The right-of-way for State Road 72, or for the widening of State Road 72, was conveyed to State of Florida by Woodson W. Benton and Letha

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# WARRANTY DEED

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Guinn Benton, his wife, by quitclaim deed dated December 28, 1948, filed January 7, 1949, in Deed Book 251, page 17.

21. U.S.A. phosphate reservation - Section 6-38-23. Reservation in the United States of America of all phosphate, together with the right to prospect for, mine and remove phosphate, contained in a patent or deed from the United States of America to James I. Whidden dated July 6, 1931, filed August 3, 1936, Deed Book 228, page 585, covering that part of the SE-1/4 of NE-1/4 of Section 6 lying north of State Road 72.

22. Marketability questions - part of Sections 2, 14, and 21-37-23. Marketability issues with respect to (a) Blocks J through Q, Pine Level Subdivision in Section 2, due to questions related to the propriety and sufficiency of plat vacation and quiet title proceedings, (b) that part of the NE-1/4 of NW-1/4 of Section 14 described as: begin at the southwest corner of the NE-1/4 of NW-1/4 and run thence south 89°06'16" east along the south boundary of the NE-1/4 of NW-1/4 440 feet to the southeast corner of East Addition to New Pine Level for the POINT OF BEGINNING, thence continue south 89°06'16" east 7.06 feet to the southwest corner of the E-2/3 of NE-1/4 of NW-1/4, thence north 0°30'38" east along the west boundary of the E-2/3 of NE-1/4 of NW-1/4 714.82 feet to the south right-of-way line of State Road 70, thence north 65°04'04" west along the south right-of-way line 8.15 feet to the east boundary of East Addition to New Pine Level, thence south 0°28'55" west along the east boundary 718.14 feet to the point of beginning, due to questions of physical occupation and the lack of current survey information, (c) the property lying between the east boundary of the SE-1/4 LESS the E-3/4 of N-1/2 of NE-1/4 of SE-1/4 of Section 21, and the fence line presently or formerly existing to the east thereof also described as: begin at the southwest corner of Section 22, Township 37 South, Range 23 East, run thence north 4°43'30" west along the west line of said Section 22 1970.62 feet, thence south 86°26'27" east 171.76 feet to fence line, thence south 0°19'0" east along said fence 1927.51 feet to fence corner, thence south 3°26'30" east 25.83 feet to the point of beginning, due to questions of physical occupation and the lack of current survey information, and (d) Lots 19 through 24 of Block H of the First Addition to Pine Level, Plat Book 4, page 47 (in Section 2), due to questions related to the propriety and sufficiency of plat vacation and quiet title proceedings and the existence of subsequent assertions of third party ownership.

23. Reservation of rights in Board of Education of State of Florida - Section 16-37-23. Reservations contained in a deed from Board of Education of State of Florida to Frank C. Morgan dated July 24, 1925, Deed Book 178, page 178, of (1) the right to enter the land to make or cause to be made canals, cuts, and other public works as may be necessary for drainage or reclamation of any land granted to State of Florida by the Swamp and Overflow Lands Act, (2) the right to take gravel, stone or earth to be used in the construction of any such canals or other public works, (3) the right to exclusive possession, occupation, use and enjoyment of a strip of land 130 feet on each side of the centerline of any canal, cut, sluice-way or dike constructed for drainage or reclamation, and the exclusive right to use, sell or dispose of any timber, earth, stone, rock or gravel in said strip of land, (4) an undivided 3/4 interest in all phosphate, minerals and metals on or under the land, along with the privilege and right to mine

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and develop same, and (5) an undivided 1/2 interest in all petroleum that is or may be on or under the land, along with the privilege to mine and develop the same.

24. Possible surveying and boundary questions - Section 27-37-23. Title marketability questions (a) as to the part (if any) of the land that overlaps the north 254 feet of the SW-1/4 of SW-1/4 of Section 27 (only if the north-south dimension of the SW-1/4 of SW-1/4 is less than 1320 feet), and (b) as to the part (if any) of the land (other than the S-1/2 of SE-1/4 of SW-1/4 of SW-1/4) that extends east of the east boundary of the SW-1/4 of SW-1/4 of Section 27.

25. State road reservation - Section 27-37-23. Deed, commonly known as a Murphy Act tax deed from State of Florida (through its Trustees of the Internal Improvement Fund) to J. L. Hollingsworth, Jr., dated March 27, 1942, filed April 24, 1942, Deed Book 236, page 166, covering the S-1/2 of SE-1/4 of SW-1/4 of SW-1/4 of Section 27. The deed contained a standard reservation by State of Florida of an easement for state road right-of-way through so much of the land lying within 100 feet of the centerline of any state road existing on the date of the deed in 1942.

26. Possible road - Sections 10 and 15-37-23. Area county road maps indicate that a road may run along or near part of the north side of the NW-1/4 of NE-1/4 of Section 15, and along or near part of the south side of the SW-1/4 of SE-1/4 of Section 10, and along or near the west side of that part of the SW-1/4 of SE-1/4 of Section 10 south of State Road 70 (all in Township 37 South, Range 23 East), which road provides access to a cemetery, and which road may occupy part of the lands described herein. Noranda Phosphate, Inc., and others granted to Board of County Commissioners of DeSoto County, Florida, an easement for the road in order to provide access to the cemetery. The easement is dated November 28, 1978, filed February 2, 1979, Official Records Book 148, page 798.

27. George T. Stonebraker and Christine Peters Stonebraker, royalty interest in the production of oil, gas, or minerals - Sections 4, 5, 8, 9, and 10-37-24. By warranty deed dated and filed September 23, 1959, Deed Book 272, page 27, George T. Stonebraker and Christine Peters Stonebraker, his wife, conveyed land in these sections to Sarasota Bank and Trust Company, as trustee, under a Trust Agreement recorded in Deed Book 272, page 16, but reserved unto themselves, their heirs, successors and assigns, "one-half of any royalty which might accrue from the production of any oil, gas or minerals in, on or under the. . . [land]. It being the intent herein that grantors shall have interest only in future royalties paid, if any." By a warranty deed dated December 28, 1967, recorded in Official Records Book 52, page 279, George T. Stonebraker and Christine Peters Stonebraker conveyed to Sarasota Bank & Trust Company mineral rights and royalty interests previously reserved with respect to lands in Sections 8 and 9 excluding, however, one-half of any royalty which might accrue from the production of any oil or gas from said lands.

28. Possible road - Sections 15 and 16-37-23. Area county road maps indicate that a road may run along or near the south side of the SW-1/4 of SW-1/4 of Section 15 and the SE-1/4 of Section 16. The records show a judgment (in eminent domain proceedings) dated February 1, 1923, Circuit Court Minute Book 10, page 204, in favor of DeSoto County for

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"a strip of land 30 feet wide on the section line from the southeast corner of SW-1/4 of SW-1/4 of Section 15. . . to the southwest corner of SW-1/4 of SE-1/4 of Section 16. . ."

which appears to include the south 30 feet of the SW-1/4 of SW-1/4 of Section 15 and the SE-1/4 of Section 16.

29. Drainage easement - Sections 15 and 16-37-23. Easement, 15 feet wide, from Amax Chemical Corporation to DeSoto County dated December 1, 1982, filed January 6, 1983, Official Records Book 188, page 886, for stormwater drainage and retention of surface water runoff from adjacent lands, upon and across a strip of land lying 7.5 feet on each side of the following centerline: begin at a point 17.5 feet north of the southeast corner of the SW-1/4 of SW-1/4 of Section 15-37-23, thence run westerly parallel to the south line of Section 15 and the south line of Section 16-37-23 1350 feet, more or less, to the centerline of Buzzard Roost Branch.

30. Mineral reservation, State of Florida - Section 16-37-23. Deed, commonly known as a Murphy Act tax deed, from State of Florida (through its Trustees of the Internal Improvement Trust Fund) to Hattie Johnson dated August 21, 1945, filed September 15, 1945, Deed Book 243, page 326, covering the NW-1/4 of NE-1/4 of Section 16, containing a reservation by the State of an undivided 1/2 of all petroleum and petroleum products and an undivided 3/4 of all other minerals, with ancillary rights of exploration and exploitation.

31. Platted streets - Section 10-37-23. The plat of KELLISON & BERRY'S RESUBDIVISION recorded in Plat Book 5, page 94, provides for a street along the west side of, and another street along the south side of, and another street along the east side of, (and occupying parts of), the SE-1/4 of SE-1/4 of Section 10, and also provides for interior streets separating Blocks 26, 27, 28, and 29, from each other.

32. Mineral reservation, State of Florida - Section 10-37-23. Deed, commonly known as a Murphy Act tax deed, from State of Florida (through its Trustees of the Internal Improvement Fund) to V. C. Hollingsworth and Abbie H. Hollingsworth, his wife, dated July 18, 1946, filed August 16, 1946, Deed Book 247, page 12, conveying Blocks 26, 27, 28, and 29 of KELLISON & BERRY'S RESUBDIVISION, containing a reservation by the State of an undivided 1/2 of all petroleum and petroleum products and an undivided 3/4 of all other minerals, with ancillary rights of exploration and exploitation.

33. Mineral reservation, Zerkle - Section 15-37-23. Warranty deed from William Howard Zerkle (recited to be single) to Lowndes Treadwell dated June 9, 1952, filed June 26, 1952, Deed Book 254, page 509, conveying the N-1/2 of NW-1/4 of Section 15, but reserving to the grantor (Zerkle) ". . . 3/4 of all the oil, gas and other minerals."

34. Ancient road reservation, east and south sides of land - Section 6-37-24.

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WARRANTY DEED

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(a) The entire W-1/2 of Section 6 was the subject of a warranty deed dated and recorded in 1908 from Leonard Hillis and wife to John Frank.

(b) The S-1/2 of SE-1/4 of SW-1/4 of Section 6 was the subject of a warranty deed dated March 22, 1913, filed August 11, 1913, Deed Book 90, page 240, from John Frank and Mary Frank, his wife, to Notie H. Mason, which deed contained a reservation as follows:

" . . . reserving, however, a strip of ground 15 feet wide along section and half-section lines to be used as one-half of right-of-way for public road."

as applied to the lands.

(c) By warranty deeds dated in 1919 and recorded in 1920, Deed Book 163, at pages 153 and 154, Notie H. Mason and husband conveyed the lands to R. M. Powell and L. E. Wortham, and in the deeds repeated the same road reservation.

(d) By warranty deed dated in 1919 and recorded in 1920, Deed Book 164, page 331, R. M. Powell and L. E. Wortham conveyed the lands to V. E. Middlebrook, and in the deed recited that the conveyance was subject to the road reservation set forth in the 1913 Frank-to-Mason deed and repeated in the 1919 (recorded 1920) Mason-to-Powell/Wortham deeds.

(e) The lands were the subject of an administrative tax deed dated and filed February 23, 1925, Tax Deed Book 5, page 258, issued in the name of State of Florida, by the Clerk of the Circuit Court of DeSoto County, Florida, to E. B. Wuthrich. The tax deed contained no reference to any road or road reservation.

(f) The lands were the subject of a warranty deed dated and recorded in 1968 from Emmery A. Wuthrich and others to New Jersey Zinc Company (a title predecessor of Noranda Phosphate, Inc.). The records show a deed dated August 19, 1968, filed August 29, 1968, Official Records Book 56, page 619, given in the name of DeSoto County, a political subdivision of the State of Florida, by persons recited to be the chairman and the secretary of the Board of County Commissioners, to New Jersey Zinc Company, purporting to quitclaim any right, title, and interest of the County in and to the 15-foot wide strips along the south and east sides of the land, as reserved in the 1913 Frank-to-Mason deed identified above, EXCEPT

" . . . right-of-way actually occupied by County maintained road along the east line of the [land]."

35. State Road 72 - Section 5-38-23. Area county road maps indicate that State Road 72 runs through the northerly half of Section 5. The record bases for the right-of-way are identified below.

(a) Two deeds to State of Florida for right-of-way for State Road 72, (i) one dated December 30, 1948, filed January 7, 1949, Deed Book 251, page 4, from T. E. Mizell

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and Hattie G. Mizell, husband and wife, covering that part of the N-1/2 of N-1/2 and the SW-1/4 of NW-1/4 of Section 5 lying within specified distances of the survey line of State Road 72 as particularly described in the deed, and (ii) the other dated January 11, 1949, filed January 13, 1949, Deed Book 251, page 38, from Mourning Jones, a widow, covering that part of the SW-1/4 of NW-1/4 of Section 5 lying within 50 feet northerly and 70 feet southerly of the same survey line for State Road 72.

(b) A road right-of-way map with respect to State Road 72 was filed November 15, 1948, Plat Book 6, page 39.

36. Possible State of Florida fractional petroleum and mineral reservation - Section 5-38-23. State of Florida (through its Trustees of the Internal Improvement Fund) conveyed to M. F. Mizell the SW-1/4 of NW-1/4 of Section 5 by deed dated January 2, 1912, filed April 19, 1913, Deed Book 98, page 72, but reserved an undivided 1/2 of all petroleum and an undivided 3/4 of phosphate, minerals, and metals, with the privilege to mine and develop the same. The same land, however, was the subject of an administrative tax deed dated and filed August 5, 1940, Tax Deed Book 6, page 84, from State of Florida (by the Clerk of the Circuit Court of DeSoto County, Florida) to T. E. Mizell, which contains a recitation that it was based upon tax sale certificate no. 54 dated September 5, 1927. The tax deed contains no reference to any reservation.

37. State Road 72 - Section 4-38-23. Area county road maps indicate that State Road 72 runs along or near the north side of Section 4. The record bases for the right-of-way are identified below.

(a) Quitclaim deed from Katherine T. Smith, a widow, to State of Florida dated and filed March 7, 1949, Deed Book 251, page 65, covering that part of the N-1/2 of NW-1/4 of Section 4 lying within 50 feet each side of the survey line of State Road 72 as particularly described in the deed.

(b) A road right-of-way map with respect to State Road 72 was filed November 15, 1948, Plat Book 6, page 39.

38. Sarasota Bank and Trust Company, as Trustee - reservation of easement-of-way - Section 9-37-24. Sarasota Bank and Trust Company, as Trustee, conveyed land in Section 9 to Joe K. Burtscher and Dorothy Burtscher, his wife, under deed recorded in Official Records Book 60, page 555, but reserved an "easement-of-way" over the east 50 feet of the north 25 feet of Section 9 LESS the east 33 feet thereof. The deed does not further identify the purpose of the easement, nor does it identify the lands the easement is intended to benefit.

39. Unnamed road over and along the east boundary of Section 9-37-24. Deed from Sarasota Bank & Trust Company as Trustee, to Board of County Commissioners for DeSoto County, under deed dated November 21, 1963, filed December 26, 1963, Official Records Book 25, page 403, conveying the easterly 33 feet of Section 9 for the purposes of right-of-way for a road to be constructed by Board of County Commissioners.

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40. Private access easement, Wuthrich - Section 6-37-24. Noranda Phosphate, Inc., and FBN Land Corporation granted to Zack A. Wuthrich and Jo Ann H. Wuthrich, husband and wife, and Alice H. Wuthrich under instrument dated April 20, 1977, filed May 6, 1977, Official Records Book 131, page 215, a perpetual, non-exclusive easement over the west 30 feet of the land as described in the easement instrument for the purpose of pedestrian and vehicular access to abutting land described as the N-1/2 of NW-1/4 of SE-1/4 of Section 6. The instrument provides that initially the easement will be located over ". . . the existing road now in use . . ." but that the grantors (and their successors) may relocate the easement from time to time so as to permit the grantors (and their successors) to use the lands so long as the grantees (and their heirs and assigns) ". . . at all times have reasonable convenient access to. . ." the N-1/2 of NW-1/4 of SE-1/4 of Section 6. The instrument also provides that the easement ". . . will terminate automatically if, as, and when [the N-1/2 of NW-1/4 of SE-1/4 of Section 6] is otherwise provided with access to a public road."

41. Possible right-of-way over the east 7-1/2 feet of the SW-1/4 of Section 5-37-24. Quitclaim deed from Benj. E. Frank and Bertha Frank, his wife, to King Lumber and Manufacturing Company dated November \_\_, 1910, filed November 22, 1910, recorded in Deed Book 76, page 112, conveying "a strip of land 7-1/2 feet wide for right-of-way purposes on eastern boundary of the W-1/2 of Section 5." Benj. E. Frank and Bertha Frank, his wife, conveyed the SW-1/4 of Section 5, and other lands, subject to the 7-1/2 foot right-of-way, to Clarence L. Gorton under warranty deed dated March 21, 1925, filed May 19, 1925, Deed Book 190, page 138. Clarence L. Gorton, a bachelor, conveyed the SW-1/4 to Bernard Glatt under warranty deed dated July 11, 1925, filed July 25, 1925, Deed Book 191, page 216. The deed recited that the land was subject to "a certain railroad right-of-way of 7-1/2 feet off the east boundary of the W-1/2 of Section 5." Bernard Glatt and his wife, Anne Glatt, conveyed the same lands to Edward H. Sheppley, under warranty deed dated July 17, 1925, filed July 25, 1925, Deed Book 178, page 168. The deed again recited that the land was subject to "a certain railroad right-of-way of 7-1/2 feet off the east boundary of the W-1/2 of said Section 5."

42. Ingress and egress easement to Callahan over the west 25 feet of the NW-1/4 of SW-1/4 of Section 5-37-24. By deed dated December 27, 1967, filed December 29, 1967, Official Records Book 52, page 249, The Sarasota Bank and Trust Company, as trustee, conveyed to R. T. Callahan and E. Doris Callahan, husband and wife, the NW-1/4 of Section 5, together with an easement for ingress and egress over the westerly 25 feet of the NW-1/4 of SW-1/4 of said Section 5.

43. Ancient road reservation; east and south sides of SE-1/4 of SE-1/4 of SE-1/4 of Section 5-37-24. The lands were conveyed by Walter Horn, single, to Anton Medwed, under warranty deed dated and filed February 25, 1913, Deed Book 82, page 409, which contained a reservation as follows:

". . . reserving however a strip of ground 15 feet wide along section and half-section line to be used as one-half of right-of-way for public road."

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As applied to the SE-1/4 of SE-1/4 of SE-1/4, the reservation pertains to the south 15 feet and east 15 feet of the lands.

44. Improvement agreement affecting the SW-1/4 of SE-1/4 of SW-1/4, and the E-1/2 of Section 10, and that part of the SW-1/4 of Section 11 lying west of the Seaboard System Railroad, Inc., right-of-way - Sections 10 and 11-37-24. Improvement agreement between Noranda Phosphate, Inc., and Everett L. Martin and Jennie M. Martin, his wife, dated and filed June 28, 1979, Official Records Book 154, page 29, pertaining to the SW-1/4 of SE-1/4 of SW-1/4 and the E-1/2 of Section 10, and that part of the SW-1/4 of Section 11 lying west of the CSX Transportation, Inc., right-of-way. Noranda purchased the lands to acquire lands over which it could establish future rail access from the then existing Seaboard Coast Line Railroad (now CSX Transportation, Inc.) track abutting the land on the east to other lands then owned by Noranda situated to the west. The agreement, among other things, recites that if Noranda does not build a railroad track within 40 years from the date of the agreement, the agreement will be without further effect.

45. Possible State of Florida road reservation - SW-1/4 of SE-1/4 of Section 10-37-24. State of Florida (through its Trustees of the Internal Improvement Fund) conveyed to Maston Bates by deed (deed number 109) dated April 21, 1942, filed May 9, 1942, Deed Book 236, page 204, the SW-1/4 of SE-1/4 of Section 10, but reserved unto the state an easement for a state road right-of-way 200 feet wide lying 100 feet on each side of the centerline of any state road existing on the date of the deed.

46. Ancient road reservation; west and south side of the SW-1/4 of SE-1/4 and east and south side of the SE-1/4 of SE-1/4 of Section 10-37-24.

(a) The E-1/2 of E-1/2 of SW-1/4 of SE-1/4 of Section 10 was conveyed by John Getz, Jr., and Amelia Getz, his wife, to William D. Parker, under warranty deed dated June 28, 1912, filed July 10, 1912, Deed Book 82, page 95, which contained a reservation as follows:

" . . . reserving, however, a strip of ground 15 feet wide along section and half-section lines to be used as one-half of right-of-way for public road."

(b) The W-1/2 of SW-1/4 of SE-1/4 of Section 10 was conveyed by John Getz, Jr., and Amelia Getz, his wife, to Leonard De Bord, under warranty deed dated July 15, 1912, filed July 22, 1912, Deed Book 82, page 105, which contained a reservation as follows:

" . . . reserving, however, a strip of ground 15 feet along section and half-section lines to be used as one-half of right-of-way for public road."

(c) The W-1/2 of E-1/2 of SW-1/4 of SE-1/4 of Section 10 was conveyed by John Getz, Jr., and Amelia Getz, his wife, to Leonard De Bord, under warranty deed dated August 20, 1912, filed September 25, 1913, Deed Book 102, page 28, which contained a reservation as follows:

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". . . reserving, however, a strip of ground 15 feet wide along the section and half-section lines to be used as one-half of the right-of-way for public road."

(d) The SE-1/4 of SE-1/4 of Section 10 was conveyed by John Getz, Jr., and Amelia Getz, his wife, to Joseph Burtcher and Lena Burtcher, his wife, under warranty deed dated April 9, 1912, filed May 23, 1912, Deed Book 82, page 30, which contained a reservation as follows:

". . . reserving a strip of ground 15 feet wide along the section and half-section lines to be used as one-half of right-of-way for public road."

47. Improvement agreement affecting the SW-1/4 of SW-1/4 of SW-1/4 of Section 10-37-24. Improvement agreement between Noranda Phosphate, Inc., and James H. Turner and Nancy Turner, his wife, dated and filed June 28, 1979, Official Records Book 154, page 10, pertaining to the SW-1/4 of SW-1/4 of SW-1/4 of Section 10. Noranda purchased the south 50 feet of the SW-1/4 of SW-1/4 of SW-1/4 to acquire lands over which it could establish future rail access from the existing Seaboard Coast Line Railroad track, situated to the east of the Noranda land, to other lands then owned by Noranda situated to the west. The agreement, among other things, recites that if Noranda does not build a railroad track within 40 years from the date of the agreement, the agreement will be without further effect.

48. Ancient road reservation; east side of the SE-1/4 of SW-1/4 of SW-1/4, and east and south sides of the SE-1/4 of SE-1/4 of SW-1/4 of Section 10-37-24.

(a) The SE-1/4 of SW-1/4 of SW-1/4 was conveyed by Charles Charvat and Lucy Charvat, his wife, to William D. Petzel and Anna E. Petzel, his wife, under warranty deed dated April 8, 1925, filed April 24, 1925, Deed Book 190, page 48, which contained the following reservation:

". . . less 15 feet off the east side for public road."

(b) The same lands were conveyed by William D. Petzel and Anna E. Petzel, his wife, to Miss S. Isabella Sanders, under warranty deed dated October 22, 1925, filed November 18, 1925, Deed Book 198, page 35, and the deed repeated the same road reservation.

(c) The SE-1/4 of SE-1/4 of SW-1/4 was conveyed by John Getz, Jr., and Amelia Getz, his wife, to George K. Walker, under warranty deed dated March 9, 1914, filed November 6, 1914, Deed Book 113, page 308, which contained the following reservation:

"Subject to right of way of 15 feet wide along half section lines for one half of public road."

(d) The SE-1/4 of SE-1/4 of SW-1/4 was conveyed by J. H. Schwarz (a single person), to G. K. Walker under warranty deed dated May 14, 1917, filed August 25, 1917, Deed Book 138, page 193, which contained the following reservation:

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". . . reserving 15 feet on the east and south sides for public road."

(e) The SE-1/4 of SE-1/4 of SW-1/4 was conveyed by George K. Walker and Angie Walker, his wife, to A. D. Shope, under warranty deed dated December 31, 1919, filed February 24, 1921, Deed Book 172, page 491, and the deed recited that the lands were subject to right-of-way 15 feet along half section lines for one-half of public road.

(f) A. D. Shope and his wife, Mary L. Shope, conveyed the SE-1/4 of SE-1/4 of SW-1/4 to W. H. Bretch, under warranty deed dated August 4, 1930, filed August 13, 1930, Deed Book 210, page 191, and the deed did not recite any road reservations. Bretch and his wife conveyed the land to Lucile E. Bodenhamer in 1937, and the deed recited that the land was subject to right-of-way 15 feet wide along half section lines for one-half of public road. Subsequent deeds in the chain of title recited that the lands were subject to all right-of-way easements or grants that have been heretofore made for highway purposes.

49. Improvement agreement affecting the SE-1/4 of SW-1/4 of SW-1/4, and the SE-1/4 of SE-1/4 of SW-1/4 of Section 10-37-24. Improvement agreement between Noranda Phosphate, Inc., and J. E. Fletcher and Barbara Fletcher, his wife, dated and filed June 28, 1979, Official Records Book 154, page 19, pertaining to the SE-1/4 of SE-1/4 of SW-1/4, and the SE-1/4 of SW-1/4 of SW-1/4 of Section 10. Noranda purchased the south 100 feet of the SE-1/4 of SE-1/4 of SW-1/4 and the south 100 feet of the SE-1/4 of SW-1/4 of SW-1/4 to acquire lands over which it could establish future rail access from the then existing Seaboard Coast Line Railroad track, situated to the east of the Noranda land, to other lands then owned by Noranda situated to the west. The agreement, among other things, recites that the provisions of the agreement will remain in force and effect so long as the Noranda parcel is used as a railroad track; but, if no such use is commenced within 40 years from the date of the agreement, the provisions of the agreement will be without further effect.

50. Easement to Hollingsworth - Section 15-37-23. Easement Agreement between Consolidated Minerals, Inc. and Margaret L. Hollingsworth, unmarried widow, dated February 13, 1989, filed March 1, 1989, recorded in Official Records Book 256, page 1210. The easement is a non-exclusive easement for ingress and egress purposes over the south 25 feet of the SE-1/4 of SE-1/4 of Section 15, Township 37 South, Range 23 East.

51. Other road right-of-way - Section 10-37-23. In addition to State Road 70, area maps portray another road, apparently unimproved, running along or near the easterly boundary of the lands in Section 10, apparently based upon long-continued use and maintenance.

52. Other road right-of-way - Section 7-37-23. Warranty deed from Bejo Co. Inc. to County of DeSoto, dated June 30, 1960, filed August 1, 1960, Deed Book 274, page 240, conveying a strip of land 25 feet in width constituting the west 25 feet of Section 7, Township 37 South, Range 23 East. The deed contains the following language:

This conveyance is made expressly upon the condition that the grantee shall within 6 months from date hereof construct and maintain a graded road upon the

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premises herein conveyed. Should the grantee fail in that respect or having constructed said road, later abandon the same, the land herein transferred shall revert to grantor its successors or assigns.

53. Lands in the NW-1/4 of NW-1/4 of Section 8-37-23. The lands in Section 8 are described by metes and bounds and by reference to the right-of-way for State Road 70. The title to that part, if any, of the lands lying in the NW-1/4 of NW-1/4 of Section 8, Township 37 South, Range 23 East, may be subject to rights and interests of third parties.

54. Outstanding oil and gas interest - Sections 6 and 7-37-23. Deed from W. R. Stoffel and Lavinia S. Stoffel, his wife, to Eloise S. Page, dated and filed June 12, 1958, Deed Book 268, page 506, conveying all oil, gas, and minerals in part of the land in Sections 6 and 7. Eloise S. Page conveyed the oil, gas, and minerals to Bejo Co., Inc. by deed dated and filed November 12, 1959, Deed Book 272, page 257, but expressly reserving "an undivided one-sixteenth interest in and to any royalties of any oil or gas that might be produced upon said land." The deed provides that the reservation does not include the right to participate in "any rental or bonus money paid for any lease" but extends only to the specified royalty "in and to all oil and gas produced and saved."

55. Outstanding oil and gas interest - Section 7-37-23. Conveyance by W. R. Stoffel and Lavinia G. Stoffel, his wife, to Washington Trust and Savings Bank, Inc., Bristol, Virginia, of an undivided one-half interest in and to all of the oil, gas, and other minerals in land in Section 7, under an instrument dated July 9, 1945, filed August 8, 1945, Deed Book 243, page 155.

56. IMC reserved easement. Perpetual, nonexclusive easement to cross certain lands, including crossings by mine equipment and a dragline walk, and for a pipeline under the land and culverts on the road, reserved by IMC Fertilizer, Inc. in deed dated July 15, 1992, filed July 29, 1992, Official Records Book 301, page 931, and granted to IMC Fertilizer, Inc. by Consolidated Minerals, Inc., in instrument dated June 18, 1992, filed July 29, 1992, Official Records Book 301, page 973.

57. Agreement for exchange of land. Agreement for exchange of land between IMC Fertilizer, Inc. and Consolidated Minerals, Inc. by which IMC Fertilizer, Inc. is granted a right of first refusal to exchange land as to that portion of the lands described therein, dated and filed July 29, 1992, Official Records Book 301, page 976.

58. Electric power facilities easement - Section 11-37-24. Easement given by Consolidated Minerals, Inc., to Seminole Electric Cooperative, Inc., dated February \_\_\_\_, 1992, recorded April 9, 1992, Official Records Book 296, page 987, DeSoto County, Florida, over a 50-foot wide strip of land in the SW-1/4 of SW-1/4 of Section 11-37-24.

59. Powerline easement. Right-of-way easement 20 feet in width given by Consolidated Minerals, Inc., to Peace River Electric Cooperative, Inc., dated August 20, 1990,

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filed August 23, 1990, recorded in Official Records Book 273, page 844, pertaining to the land in Sections 1, 2, 11 and 12, in Township 37 South, Range 23 East, DeSoto County, Florida.

60. Land acquired by tax deeds. Title to the land described below was acquired by Amax Chemical Corporation, predecessor in title to Consolidated Minerals, Inc., under administrative tax deeds dated and recorded in 1985. Title to this land based upon the administrative tax deeds may be subject to marketability issues.

## IN TOWNSHIP 37 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA:

- (a) Lots 19 to 24, inclusive, Block F, CALLAHAN'S ADDITION TO PINE LEVEL, according to the plat thereof recorded in Plat Book 4, page 39, DeSoto County, Florida (now vacated).
- (b) All of the following lots located in ECKEL & ECKEL ADDITION TO PINE LEVEL SUBDIVISION, being a now vacated subdivision of the SE-1/4 of SW-1/4 of Section 2, Township 37 South, Range 23 East, DeSoto County, Florida, recorded in Plat Book 4, page 40, DeSoto County, Florida:

Block A:	Lot 17.
Block C:	Lots 1 to 4, inclusive.
Block F:	Lots 22 to 25, inclusive.
Block H:	Lots 29 to 32, inclusive.
Block O:	Lots 15, 16, 17, 18, 30, 31 and 32.
Block P:	Lots 1 to 4, inclusive.
Block Q:	Lots 12 to 16, inclusive.

61. Land afflicted with ownership and title marketability questions. Title to the land described below is or may be subject to third party claims, record encumbrances, and other outstanding interests:

## IN TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA:

Section 4: That portion of Section 4 lying east and north of the east and north boundaries, respectively, of said Section 4, as determined by Cravens, included in the following description:

Begin at the northwest corner of Section 4, and run thence north 89°07'57" east along the "Carlton Line" a distance of 6,069.13 feet, thence south 2°33' west along the "Carlton Line" a distance of 2,649.53 feet, thence south 88°56'56" west 657.14 feet to the east section line of said Section 4, thence north 0°17'35" east along said east section line, 2,499.13 feet to the northeast corner of said

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Section 4 (by Cravens), thence south  $89^{\circ}15'58''$  west along the north section line of said Section 4 (by Cravens) 5,306.73 feet to the point of beginning.

That portion of Section 4 lying east of the east boundary of said Section 4, as determined by Cravens, included in the following description:

Section 4: Begin at the northwest corner of Section 4, and run thence north  $89^{\circ}07'57''$  east along the "Carlton Line" a distance of 6,069.13 feet, thence south  $2^{\circ}33'$  west along the "Carlton Line" a distance of 2,649.53 feet, thence south  $2^{\circ}46'53''$  west along the "Carlton Line" 2,660.65 feet to a point, said point being the southeast corner of said Section 4 by Carlton and the POINT OF BEGINNING, thence north  $89^{\circ}21'56''$  west 544.44 feet to a point, said point being the southeast corner of said Section 4 by Cravens, thence south  $89^{\circ}37'39''$  west along the south boundary of said section 2,624.54 feet to a point, said point being the southwest corner of the S-1/2 of SE-1/4 of said Section 4 by Cravens, thence north  $0^{\circ}00'24''$  east a distance of 1,314.93 feet to a point, said point being the northwest corner of the S-1/2 of SE-1/4 of said Section 4 by Cravens, thence north  $89^{\circ}31'28''$  east 2,632.67 feet, thence south  $89^{\circ}45'09''$  east 600.45 feet to a point of intersection with the "Carlton Line" hereinabove described, thence south  $2^{\circ}46'53''$  west along said "Carlton Line" 1,324.71 feet to the point of beginning.

The recitation of monuments in the foregoing description is intended for descriptive purposes only, and the calls by courses and distances shall control the references to monuments.

References to corners by Cravens refer to corners established by double proportional measurement from the following section corners in this township and range established by the DeSoto County, Florida, surveyor of the same name, to wit: the common corner of Sections 5, 6, 7, and 8, and the common corner of Sections 8, 9, 16, and 17. The northwest corner of said Section 4 lying as follows with respect to such common corners, to wit: (a) from the common corner of said Sections 5, 6, 7, and 8, run thence north  $88^{\circ}50'10''$  east 5,253.32 feet to the southwest corner of said Section 4, thence north  $0^{\circ}18'24''$  west 5,240.67 feet to the northwest corner of said Section 4, and (b) from the common corner of said Sections 8, 9, 16, and 17, run thence north  $0^{\circ}31'36''$  east 5,240.83 feet to the southwest corner of said Section 4, thence north  $0^{\circ}18'24''$  west 5,240.67 feet to the northwest corner of said Section 4.

Section 9: That portion of Section 9 lying east of the east boundary of Section 9, as determined by Cravens, included in the following description:

Begin at the northwest corner of Section 4, and run thence north  $89^{\circ}07'57''$  east along the "Carlton Line" a distance of 6,069.13 feet, thence south  $2^{\circ}33'$  west along the "Carlton Line" a distance of 2,649.53 feet, thence south  $2^{\circ}46'53''$  west

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along the "Carlton Line" 2,660.65 feet to the POINT OF BEGINNING, run thence south 0°24'23" west 663.78 feet, thence south 0°27'41" west 663.47 feet, thence south 0°11'51" west 1,323.74 feet, thence south 0°41'52" west 1,316.75 feet, thence south 0°25'07" west 1,318.67 feet, thence north 89°05'49" west 564.50 feet to the southeast corner of Section 9, Township 38 South, Range 23 East, DeSoto County, Florida (Cravens Corner), thence north 0°39'14" east along the east line of said Section 9 a distance of 5,283.71 feet to the southeast corner of said Section 4 (Cravens Corner), run thence south 89°21'56" east 544.44 feet to the point of beginning.

Section 22: Begin at the common corner of Sections 15, 16, 21, and 22, the same being marked by an iron axle in the center of a graded county road and being known as the "Scott Kimbrell Corner" described in instrument recorded in Chancery Order Book 20, page 481, DeSoto County, Florida, run thence south 4°43'30" east along the east section line of said Section 21 a distance of 1,313.74 feet to the southeast corner of the NE-1/4 of NE-1/4 of said Section 21 and the POINT OF BEGINNING, thence continue the same course along the east section line of said Section 21 a distance of 1,290.60 feet to a point of intersection with a fence line, said point lying 23.15 feet northwesterly of the southeast corner of the NE-1/4 of said Section 21, as measured along the east line of said section, thence south 89°45'34" east 231.33 feet to a fence corner, thence north 0°37'20" east along fence line 1,264.78 feet to a point of intersection with the south boundary of the NW-1/4 of NW-1/4 of said Section 22, thence north 86°20'25" west 352.10 feet along said south boundary to the point of beginning; BEING ALSO DESCRIBED AS: begin at the southwest corner of Section 22, run thence north 0°19' east 2,614.92 feet to a fence corner and the POINT OF BEGINNING, thence north 0°37'20" east 1,264.78 feet to a point of intersection with the south boundary of NW-1/4 of NW-1/4 of said Section 22, thence north 86°20'25" west along said south boundary 352.10 feet to the southeast corner of the NE-1/4 of NE-1/4 of Section 21, Township 37 South, Range 23 East, DeSoto County, Florida, thence south 4°43'30" east along the east boundary of said Section 21 a distance of 1,290.60 feet to a point of intersection with a fence line, said point lying 23.15 feet northwesterly of the southeast corner of the NE-1/4 of said Section 21, as measured along the east line of said Section 21, thence south 89°45'34" east to the point of beginning, all lying in the SW-1/4 of NW-1/4 of Section 22.

It is intended that, in the event of any conflict or discrepancy between the fence lines and fence corners, on the one hand, and the courses and distances set forth in the foregoing description, on the other, the calls by courses and distances shall control.

62. Rights of tenants. Rights of tenants under the following unrecorded leases and rent agreements:

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(a) Lease dated April 23, 1996, between Consolidated Minerals, Inc., and John E. Burtcher, pertaining to land in Sections 8 and 9-37-24.

(b) Lease dated April 7, 1996, between Consolidated Minerals, Inc., and Joe F. Colding, pertaining to land in Sections 4 and 5-37-24.

(c) Lease dated January 1, 1996, between Consolidated Minerals, Inc., and Robert J. Flint, pertaining to land in Sections 4, 5, 8 and 9-38-23.

(d) Lease dated February 1, 1996, between Consolidated Minerals, Inc., and Kenneth Harrison, pertaining to land in Sections 21, 22, 23, 24, 25, 26, 27, 28, 33 and 34-37-22.

(e) Lease dated January 10, 1996, between Consolidated Minerals, Inc., and V. C. Hollingsworth, Jr., pertaining to land in Sections 7, 8 and 9-37-24.

(f) Lease dated July 10, 1996, between Consolidated Minerals, Inc., and Mrs. M. J. (Carmen) Waters, pertaining to land in Section 33-37-23.

(g) Rent agreement dated August 1, 1996, between Consolidated Minerals, Inc., and Salvador Manriquez, pertaining to land in Section 22-37-23.

(h) Rent agreement dated June 1, 1995, between Consolidated Minerals, Inc., and Pamela J. Gross, pertaining to land in Section \_\_-37-23.

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ALL LAND

SPECIAL EXCEPTIONS

1. Possible unrecorded matters; zoning and other governmental regulation of land use; access; waterbodies and watercourses; and other miscellaneous matters. (a) Unrecorded easements, roadways, or rights-of-way in actual existence and use or acquired by long-continued possession or use; (b) unavailability of access to the lands; (c) possible unrecorded rights (commonly called ways of necessity) for persons to pass over or through the lands to reach other lands for which access is otherwise unavailable; (d) possible misplaced buildings, structures, walls, fences, or plantings; (e) matters that would be revealed by an accurate survey and personal inspection of the lands, including misplaced land subdivision corners and lines; (f) zoning and other restrictions and regulations imposed by governmental authority; (g) unacceptability or lack of title to lands now or formerly lying below the ordinary or mean high water line of any river, lake, or other waterbody or watercourse; (h) possible unrecorded rights of other persons for drainage through or other use of any waterbody or watercourse; (i) riparian rights; (j) possible unrecorded rights of the public to use as a public beach or recreation area any

BK 1499 PG 4503 40 of 41

# WARRANTY DEED

Page 41

lands lying between a waterbody or watercourse and the natural line of vegetation, bluff, extreme high water line or other apparent boundary line separating a publicly used waterfront area from an upland private area; and (k) laws and governmental regulations relating to dredging, filling, alteration of shorelines, bulkheading, ditches, canals, construction at or near waterbodies or watercourses, and other matters relating to environmental protection and regulation and/or industrial operation and phosphate mining and milling in general.

2. Development order. Resolution of the Board of County Commissioners of DeSoto County, Florida, dated November 7, 1989, and recorded in Official Records Book 264, page 1025, DeSoto County, Florida, referring to a development order relating to all or part of the land in DeSoto County, Florida, dated May 3, 1976, and issued to Phillips Petroleum Company, and also referring to an August 1, 1978, resolution of the Board of County Commissioners of DeSoto County, Florida, clarifying the development order dated May 3, 1976. The resolution dated November 7, 1989, amends, clarifies, or interprets the May 3, 1976, development order, and the August 1, 1978, resolution. The May 3, 1976, development order and the August 1, 1978, resolution of the Board of County Commissioners clarifying the earlier development order do not appear in the DeSoto County, Florida, public records but nevertheless apparently affect all or part of the land in DeSoto County, Florida.

3. Preliminary development agreement. Notice of agreement regarding preliminary development for development of regional impact known as Pine Level, filed March 13, 1990, recorded in Official Records Book 268, page 430. A notice regarding an amended agreement for preliminary development for a development of regional impact was filed September 14, 1990, in Official Records Book 274, page 449, and the amended agreement regarding preliminary development was filed September 17, 1990, in Official Records Book 274, page 467. These relate only to land in DeSoto County.

4. Real estate taxes. 1996 real estate taxes become due and payable on November 1, 1996, and if not sooner paid will become delinquent on April 1, 1997.

This document prepared by and return to:  
Marcus Conerly  
DeSoto Abstract & Title Co.  
11 N Polk Ave.  
Arcadia, FL 34266  
Our File # D2015-161

Inst:201614002813 Date:6/8/2016 Time:2:37 PM  
Doc Stamp-Deed:35.00

DC, Nadia K. Daughtrey, Desoto County Page 1 of 2

### PERSONAL REPRESENTATIVE'S DEED

This Indenture, is made this 4-28, 2016, by and between Anna Paul as Personal Representative of the Estate of Charles E. Bingaman, deceased, Grantor, whose Post Office Address is: 20 B Mill Creek Loop, Asheville, North Carolina 28806 and Mosaic Fertilizer, LLC, a Delaware limited liability company, whose address is 13830 Circa Crossing Drive, Lithia, Florida 33547, Grantee.

(Which terms "Grantor" and "Grantee" shall include singular or plural, company or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

**Witnesseth:** Grantor, pursuant to Order Authorizing Sale of the real property of the above named decedent and in consideration of the sum of Ten Dollars (\$10.00) paid to Grantor by Grantee receipt of which is acknowledged, grants, bargains, sells and conveys to Grantee and Grantee's successors and assigns forever, the real property in DeSoto, County, Florida, described as:

Parcel formerly known as Lots 24, 25 and 26 in Block L of Eckel & Eckel Subdivision of Pine Level, according to the plat thereof recorded in Plat Book 4, page 40, Public Records of DeSoto County, Florida, together with the North 1/2 of Myrtle Street (now vacated) lying South of and adjacent to said Lots 24, 25 and 26, all in the Southeast Quarter of the Southwest Quarter, Section 2, Township 37 South, Range 23 East, DeSoto County, Florida,

Together with all right, title and interest the Grantor may have in and to each platted or formerly platted street(s) abutting the Grantor's lot(s);

Said Plat being vacated by Resolution recorded in O.R. Book 63, page 257, Public Records of DeSoto County, Florida.

(collectively, the "Property")

Parcel ID #02-37-23-0298-00L0-0240

**Together** with all right, title and interest of the Grantor or appurtenant to the Property, if any, in and to the following (collectively, the "Related Rights and Interests"): (a) all tenements, hereditaments, privileges, interests, and appurtenances belonging or in any way appertaining to the Property; (b) all improvements located on the Property; (c) all fixtures, equipment and personal property located on the Property; (d) all trees, shrubs, and other vegetation located on the Property; (e) all licenses, permits, approvals, registrations, and other forms of authorization related to or useful for the ownership and operation of the Property; (f) all easements and rights-of-way serving or benefitting the Property and all rights of ingress to and egress from the Property; (g) all rights in and to any roads, streets, alleys, ways, and rights-of-way lying within or adjacent to the Property; (h) the shores and bottoms of any water bodies lying within or adjacent to the Property; (i) all water use and consumption rights; (j) all land use and development rights and entitlements, concurrency vesting rights, utility rights and capacities, drainage rights, and impact fee credits, related to or benefitting the Property; (k) all soil, minerals, gas, and petroleum located in, on or under the Property and all rights to explore for and extract the same; and (l) all rights, claims, defenses, immunities, indemnities, and actions that the Grantor may have against any third party with respect to the Property.

**To Have And To Hold** the same to Grantee, and Grantee's, successors and assigns, in fee simple forever.


**And** Grantor does covenant to and with the Grantee and Grantee's successor and assigns, that in all things preliminary to and in and about this conveyance, the terms of decedent's estate and the laws of the State of Florida have been followed and complied with in all respects.

**In Witness Whereof**, the undersigned, as personal representative of the estate of said decedent, has executed this instrument on the date aforesaid.

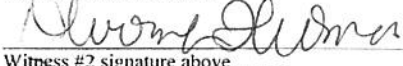
Signed, sealed and delivered in our presence:



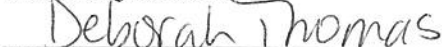
Witness #1 signature above



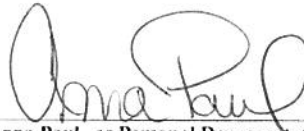
Witness #1 Name Printed



Witness #2 signature above



Witness #2 Name Printed



BY: Anna Paul, as Personal Representative of the Estate of Charles E. Bingaman, Deceased

This document prepared by and return to:  
Marcus Conerly  
DeSoto Abstract & Title Co.  
11 N Polk Ave.  
Arcadia, FL 34266  
Our File # D2015-161

STATE OF: Florida  
COUNTY OF: Pinellas

I hereby certify that the foregoing instrument was acknowledged before me on Aug 28, 2016, by Anna Paul as Personal Representative of the Estate of Charles E. Bingaman, deceased. She is personally known to me or she has produced Florida Drivers Lic as identification.

Deborah Thomas  
Notary  
Printed Name: Deborah Thomas  
My commission expires: 2/25/2018  
Notary Seal:



DEBORAH THOMAS  
MY COMMISSION # FF 068616  
EXPIRES: February 25, 2018  
Bonded Thru Budget Notary Services

Prepared by:  
Marcus Conerly  
DeSoto Abstract & Title Co.  
11 N. Polk Avenue  
Arcadia, Florida 34266

File Number: D2015-160

Inst 201514003107 Date 6/19/2015 Time: 12:12 PM  
Doc Stamp-Deed: 70.00  
DC Mitzie McGavic, Desoto County Page 1 of 2

### General Warranty Deed

Made this June 10, 2015 A.D. By Florinda Kolas, whose address is: 2240 Stecher Ave, Union, NJ 07083, hereinafter called the grantor, to Mosale Fertilizer, LLC, a Delaware limited liability company, whose post office address is: 13830 Circa Crossing Drive, Lithia, FL 33547, hereinafter called the grantee:

[Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations and limited liability companies]

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in DeSoto County, Florida, viz:

A parcel of land formerly known as Lots 14, 15, 16 and 17 in Block "R" of Eckel & Eckel Subdivision of Pine Level, as recorded in Plat Book 4, page 40 of the Public Records of DeSoto County, Florida, together with the West 1/4 of Laurel Avenue (now vacated) lying East of and adjacent to said Lot 17, extending to the centerline of Gladys Street and the North 1/2 of Gladys Street (now vacated) lying South of and adjacent to said Lots 14 through 17, extending to the centerline of Laurel Avenue, all in the Southeast Quarter of the Southwest Quarter, Section 2, Township 37 South, Range 23 East, DeSoto County, Florida.

Together with all right, title and interest the Grantor may have in and to each platted street(s) abutting the Grantor's lot(s).

Said Plat being closed by Resolution recorded in O.R. Book 63, page 257, Public Records, DeSoto County, Florida. (the "Property").

Parcel ID Number: 02-37-23-0298-00R0-0140

**Subject to taxes for the current year. Property is not the homestead of the grantor.**

**Together** with all right, title and interest of the Grantor or appurtenant to the Property, if any, in and to the following (collectively, the "Related Rights and Interests"): (a) all tenements, hereditaments, privileges, interests, and appurtenances belonging or in any way appertaining to the Property; (b) all improvements located on the Property; (c) all fixtures, equipment and personal property located on the Property; (d) all trees, shrubs, and other vegetation located on the Property; (e) all licenses, permits, approvals, registrations, and other forms of authorization related to or useful for the ownership and operation of the Property; (f) all easements and rights-of-way serving or benefitting the Property and all rights of ingress to and egress from the Property; (g) all rights in and to any roads, streets, alleys, ways, and rights-of-way lying within or adjacent to the Property; (h) the shores and bottoms of any water bodies lying within or adjacent to the Property; (i) all water use and consumption rights; (j) all land use and development rights and entitlements, concurrency vesting rights, utility rights and capacities, drainage rights, and impact fee credits, related to or benefitting the Property; (k) all soil, minerals, gas, and petroleum located in, on or under the Property and all rights to explore for and extract the same; and (l) all rights, claims, defenses, immunities, indemnities, and actions that the Grantor may have against any third party with respect to the Property.

**To Have and to Hold**, the Property and Related Rights and Interests in fee simple forever.

And the grantor hereby covenants with the grantee that the grantor is lawfully seized of the ownership interests in and to the Property and the Related Rights and Interest as described herein; that the grantor has good right and lawful authority to sell and convey the said interests in the Property and the Related Rights and Interests; that the grantor hereby fully warrants the title to said interests in the Property and the Related Rights and Interests and will defend the same against the lawful claims of all persons whomsoever; and that said interests in the Property and the Related Rights and Interests are free of all encumbrances except taxes accruing subsequent to December 31, 2014

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written

Signed, sealed and delivered in our presence:

Tevin Palarche

Witness #1 signature above  
Witness #1 Printed Name

Tevin Palarche

Florinda Kolas

Florinda Kolas  
Address: 2240 Stecher Ave, Union, NJ 07083

(Seal)

Joseph A. Kolas

Witness #2 signature above

Witness #2 Printed Name


Joseph A. Kolas

Prepared by:  
Marcus Comerly  
DeSoto Abstract & Title Co.  
11 N. Polk Avenue  
Arcadia, Florida 34266

File Number: D2015-160

State of New Jersey  
County of Union

The foregoing instrument was acknowledged before me this 16th day of June, 2015, by Florinda Rojas, [ ] who is/are personally known to me or [ ] who has produced New Jersey Driver License as identification.

  
Notary Public: Tevin Palarche  
Print Name: Tevin Palarche  
My Commission Expires: 03/17/2020  
Notary Seal:

**TEVIN PALARCHE**  
ID No. 50012293  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 03/17/2020

Prepared by:  
Marcus Conerly  
DeSoto Abstract & Title Co.  
11 N. Polk Avenue  
Arcadia, Florida 34266

File Number: D2015-157

Inst 201514004884 Date 9/11/2015 Time 3 15 PM  
Doc Stamp-Deed 35.00  
DC Mitzie McGavic Desoto County Page 1 of 2

### General Warranty Deed

Made this September 10<sup>th</sup>, 2015 A.D. By **Ralph Young**, whose address is: 1539 Moss St, Reading, Pennsylvania 19604, hereinafter called the grantor, to **Mosaic Fertilizer, LLC, a Delaware limited liability company**, whose post office address is: 13830 Circa Crossing Drive, Lithia, Florida 33547, hereinafter called the grantee:

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

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in DeSoto County, Florida, viz:

See Schedule "A" attached hereto and by this reference made a part.

Parcel ID Number: 02-37-23-0298-00J0-0270

#### Subject to taxes for the current year.

Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.

**Together** with all right, title and interest of the Grantor or appurtenant to the Property, if any, in and to the following (collectively, the "Related Rights and Interests"): (a) all tenements, hereditaments, privileges, interests, and appurtenances belonging or in any way appertaining to the Property; (b) all improvements located on the Property; (c) all fixtures, equipment and personal property located on the Property; (d) all trees, shrubs, and other vegetation located on the Property; (e) all licenses, permits, approvals, registrations, and other forms of authorization related to or useful for the ownership and operation of the Property; (f) all easements and rights-of-way serving or benefitting the Property and all rights of ingress to and egress from the Property; (g) all rights in and to any roads, streets, alleys, ways, and rights-of-way lying within or adjacent to the Property; (h) the shores and bottoms of any water bodies lying within or adjacent to the Property; (i) all water use and consumption rights; (j) all land use and development rights and entitlements, concurrency vesting rights, utility rights and capacities, drainage rights, and impact fee credits, related to or benefitting the Property; (k) all soil, minerals, gas, and petroleum located in, on or under the Property and all rights to explore for and extract the same; and (l) all rights, claims, defenses, immunities, indemnities, and actions that the Grantor may have against any third party with respect to the Property

**To Have and to Hold**, the Property and Related Rights and Interests in fee simple forever.

**And** the grantor hereby covenants with the grantee that the grantor is lawfully seized of the ownership interests in and to the Property and the Related Rights and Interest as described herein; that the grantor has good right and lawful authority to sell and convey the said interests in the Property and the Related Rights and Interests; that the grantor hereby fully warrants the title to said interests in the Property and the Related Rights and Interests and will defend the same against the lawful claims of all persons whomsoever; and that said interests in the Property and the Related Rights and Interests are free of all encumbrances except taxes accruing subsequent to December 31, 2014.

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1 signature above  
Witness #1 Printed Name Mitzie McGavic

Witness #2 signature above  
Witness #2 Printed Name LESLIE D. SCHAEFFER

State of Pennsylvania  
County of Lehigh

Ralph Young (Seal)  
**Ralph Young**  
Address: 1539 Moss St, Reading, Pennsylvania 19604

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of September, 2015, by **Ralph Young**, ☒ who is/are personally known to me or ☐ who has produced \_\_\_\_\_ as identification.

Rhonda L. Farrier  
Notary Public  
Print Name: Rhonda L. Farrier  
My Commission Expires: Feb 10, 2018  
Notary Seal:

**Schedule "A"**

A parcel of land formerly known as Lots 27 and 28 in Block "J" of Eckel & Eckel Subdivision of Pine Level, as recorded in Plat Book 4, page 40 of the Public Records of DeSoto County, Florida, together with the North 1/2 of Myrtle Street (now vacated) lying South of and adjacent to said Lots 27 & 28, all in the Southeast Quarter of the Southwest Quarter, Section 2, Township 37 South, Range 23 East, DeSoto County, Florida.

Together with all right, title and interest the Grantor may have in and to each platted street(s) abutting the Grantor's lot(s).

Said Plat being closed by Resolution recorded in O.R. Book 63, page 257, Public Records, DeSoto County, Florida.



IN THE CIRCUIT COURT FOR **DESOTO** COUNTY,  
FLORIDA PROBATE DIVISION

IN RE: ESTATE OF

File No. 15-CP-000082

**Annie Mae Young**

Deceased.

Division **Twelfth**

ORDER OF SUMMARY ADMINISTRATION  
(intestate nonresident decedent)

Inst: 201514004672 Date 8/28/2015 Time: 2:34 PM  
DC Mitzie McGavic, Desoto County Page 1 of 1

On the petition of **Ralph Young** for summary administration of the estate of **Annie Mae Young**, deceased, the court finding that the decedent died on **May 15, 1987**; that all interested persons have been served proper notice of the petition and hearing, or have waived notice thereof; that the material allegations of the petition are true; and that the decedent's estate qualifies for summary administration and an Order of Summary Administration should be entered, it is

ADJUDGED that:


1. There be immediate distribution of the sole asset of the decedent described as: a parcel formerly known as Eckle & Eckle Addition of Pine Level Lots 27 and 28, Block J, Plat Book 4, Page 40, SE 1/4 of the SW 1/4, Section 2, Township 37 South, Range 23 East, DeSoto County, Florida, said Plat being closed by Resolution as recorded in O.R. Book 63, Page 257, of the Public Records of DeSoto County, Florida as follows:

Name	Address	Asset, Share or Amount
<b>Ralph Young</b>	<b>1539 Moss Street Reading, Pennsylvania 19604</b>	<b>100%</b>

2. Those to whom specified parts of the decedent's estate are assigned by this order shall be entitled to receive and collect the same, and to maintain actions to enforce the right.

3. Debtors of the decedent, those holding property of the decedent, and those with whom securities or other property of decedent are registered, are authorized and directed to comply with this order by paying, delivering, or transferring to those specified above the parts of the decedent's estate assigned to them by this order, and the persons so paying, delivering, or transferring shall not be accountable to anyone else for the property.

ORDERED on Aug 27 2015

  
James S. Parker  
Circuit Judge

E-27-15  
Conformed copies to Eugene E. Waldron, Jr.

**FILED**

**AUG 28 2015**

Prepared by:  
Marcus Conerly  
DeSoto Abstract & Title Co.  
11 N. Polk Avenue  
Arcadia, Florida 34266

File Number: D2015-159

Inst 201514003027 Date 6/16/2015 Time: 12:01 PM  
Doc Stamp-Deed 140.00  
RB DC, Mitzie McGavic Desoto County Page 1 of 2

### General Warranty Deed

Made this June 12, 2015 A.D. By Aaron J. Will, whose address is: 804 Monongahlea Ave, Glassport, PA 15045, hereinafter called the grantor, to Mosaic Fertilizer, LLC, a Delaware limited liability company, whose post office address is: 13830 Circa Crossing Drive, Lithia, FL 33547, hereinafter called the grantee:

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

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in DeSoto County, Florida, viz:

Lots 43, 44, 45, 46, 47 and 48, Block E, First Addition to Pine Level as recorded in Plat Book 4, Page 47, Public records of DeSoto County, Florida, in the Southwest Quarter of the Southwest Quarter, Section 2, Township 37 South, Range 23 East, DeSoto County, Florida.

AND

A parcel of land formerly known as Lots 19, 20, 21, 22, 23 and 24, Block H, First Addition to Pine Level, as recorded in Plat Book 4, Page 47, Public records of DeSoto County, Florida, together with the West 1/2 of Mizell Avenue (now vacated) lying East of and adjacent to said Lot 24, extending to the centerline of Grace Street and the North 1/2 of Grace Street (now vacated) lying South of and adjacent to Lots 19 through 24, extending to the centerline of Mizell Avenue, all in the Southwest Quarter of the Southwest Quarter, Section 2, Township 37 South, Range 23 East, DeSoto County, Florida.

Together with all right, title and interest the Grantor may have in and to each platted street(s) abutting the Grantor's lot(s).

Said East 1/2 of Plat closed by resolution recorded in O.R. Book 63, Page 263. (the "Property").

Parcel ID Number: 02-37-23-0294-00H0-0190 and 02-37-23-0294-00E0-0430

**Subject to taxes for the current year. Said property is not the homestead of the grantor.**

**Together** with all right, title and interest of the Grantor or appurtenant to the Property, if any, in and to the following (collectively, the "Related Rights and Interests"): (a) all tenements, hereditaments, privileges, interests, and appurtenances belonging or in any way appertaining to the Property; (b) all improvements located on the Property; (c) all fixtures, equipment and personal property located on the Property; (d) all trees, shrubs, and other vegetation located on the Property; (e) all licenses, permits, approvals, registrations, and other forms of authorization related to or useful for the ownership and operation of the Property; (f) all easements and rights-of-way serving or benefitting the Property and all rights of ingress to and egress from the Property; (g) all rights in and to any roads, streets, alleys, ways, and rights-of-way lying within or adjacent to the Property; (h) the shores and bottoms of any water bodies lying within or adjacent to the Property; (i) all water use and consumption rights; (j) all land use and development rights and entitlements, concurrency vesting rights, utility rights and capacities, drainage rights, and impact fee credits, related to or benefitting the Property; (k) all soil, minerals, gas, and petroleum located in, on or under the Property and all rights to explore for and extract the same; and (l) all rights, claims, defenses, immunities, indemnities, and actions that the Grantor may have against any third party with respect to the Property.

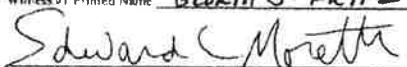
**To Have and to Hold**, the Property and Related Rights and Interests in fee simple forever.


And the grantor hereby covenants with the grantee that the grantor is lawfully seized of the ownership interests in and to the Property and the Related Rights and Interest as described herein; that the grantor has good right and lawful authority to sell and convey the said interests in the Property and the Related Rights and Interests; that the grantor hereby fully warrants the title to said interests in the Property and the Related Rights and Interests and will defend the same against the lawful claims of all persons whomsoever; and that said interests in the Property and the Related Rights and Interests are free of all encumbrances except taxes accruing subsequent to December 31, 2014.

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

  
Witness #1 signature above  
Witness #1 Printed Name GLORIA J. FRITZ

  
Witness #2 signature above  
Witness #2 Printed Name Edward C. Moretti

  
Aaron J. Will (Seal)  
Address: 804 Monongahlea Ave, Glassport, PA 15045

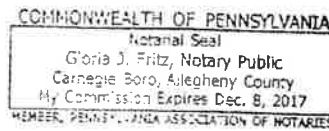
Prepared by:  
Marcus Conerly  
DeSoto Abstract & Title Co.  
11 N. Polk Avenue  
Arcadia, Florida 34266

File Number: D2015-159

State of Pennsylvania  
County of Allegheny

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of June, 2015, by Aaron J. Will, [ ] who is/are personally known to me or [ ☒ ] who has produced PA DRIVERS LICENSE as identification.

Gloria J. Fritz  
Notary Public  
Print Name: GLORIA J FRITZ  
My Commission Expires: 12-8-2017  
Notary Seal:



①

Prepared by:  
Marcus Conerly  
DeSoto Abstract & Title Co.  
11 N. Polk Avenue  
Arcadia, Florida 34266

File Number: D2015-156

Inst: 201514003106 Date: 6/19/2015 Time: 12:11 PM  
Doc. Stamp-Deed: 28.00  
DC, Mitzie McGavic, DeSoto County Page 1 of 2

### General Warranty Deed

Made this June 16<sup>th</sup>, 2015 A.D. By **Pamela K. West**, whose address is: 1012 Chippewa Tr, Holly Hill, FL 32117, hereinafter called the grantor, to **Mosaic Fertilizer, LLC**, A Delaware limited liability company, whose post office address is: 13830 Circa Crossing Drive, Lithia, FL 33547, hereinafter called the grantee:

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

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in DeSoto County, Florida, viz:

A parcel of land formerly known as Lots 3, 4, 5 and 6 in Block I of Callahan Addition to Pine Level, as recorded in Plat Book 4, page 39 of the Public Records of DeSoto County, Florida, together with the South 1/2 of Wamsley Street (now vacated) lying North of and adjacent to said Lots 3 through 6, all in the Northwest Quarter of the Northwest Quarter, Section 11, Township 37 South, Range 23 East, DeSoto County, Florida.

Together with all right, title and interest the Grantor may have in and to each platted street(s) abutting the Grantor's lot(s).

Said Plat being closed by Resolution recorded in O.R. Book 63, page 265, Public Records, DeSoto County, Florida. (the "Property").

Parcel ID Number: 11-37-23-0293-0010-0030

**Subject to taxes for the current year. Said Property is not the homestead of the grantor.**

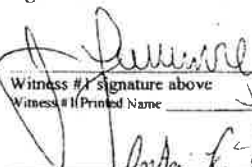
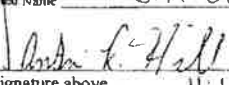
**Together** with all right, title and interest of the Grantor or appurtenant to the Property, if any, in and to the following (collectively, the "Related Rights and Interests"): (a) all tenements, hereditaments, privileges, interests, and appurtenances belonging or in any way appertaining to the Property; (b) all improvements located on the Property; (c) all fixtures, equipment and personal property located on the Property; (d) all trees, shrubs, and other vegetation located on the Property; (e) all licenses, permits, approvals, registrations, and other forms of authorization related to or useful for the ownership and operation of the Property; (f) all easements and rights-of-way serving or benefiting the Property and all rights of ingress to and egress from the Property; (g) all rights in and to any roads, streets, alleys, ways, and rights-of-way lying within or adjacent to the Property; (h) the shores and bottoms of any water bodies lying within or adjacent to the Property; (i) all water use and consumption rights; (j) all land use and development rights and entitlements, concurrency vesting rights, utility rights and capacities, drainage rights, and impact fee credits, related to or benefiting the Property; (k) all soil, minerals, gas, and petroleum located in, on or under the Property and all rights to explore for and extract the same; and (l) all rights, claims, defenses, immunities, indemnities, and actions that the Grantor may have against any third party with respect to the Property.


**To Have and to Hold**, the Property and Related Rights and Interests in fee simple forever.

**And** the grantor hereby covenants with the grantee that the grantor is lawfully seized of the ownership interests in and to the Property and the Related Rights and Interest as described herein; that the grantor has good right and lawful authority to sell and convey the said interests in the Property and the Related Rights and Interests; that the grantor hereby fully warrants the title to said interests in the Property and the Related Rights and Interests and will defend the same against the lawful claims of all persons whomsoever; and that said interests in the Property and the Related Rights and Interests are free of all encumbrances except taxes accruing subsequent to December 31, 2014.

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

*Signed, sealed and delivered in our presence:*

  
Witness #1 Signature above  
Witness #1 Printed Name J. M. Larrimore  
  
Witness #2 Signature above  
Witness #2 Printed Name Andre Hill

  
Pamela K. West (Seal)  
Address: 1012 Chippewa Tr, Holly Hill, FL 32117

Prepared by:  
Marcus Conerly  
DeSoto Abstract & Title Co.  
11 N Polk Avenue  
Arcadia, Florida 34266

File Number: D2015-156

State of Florida  
County of Volusia

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 2015, by Pamela K. West, [ ] who is/are personally known to me or who has produced Florida Driver License as identification.

Notary Public

Print Name: Jim Larrimore

My Commission Expires: 9-11-2018

Notary Seal:



Prepared by:  
Marcus Conerly  
DeSoto Abstract & Title Co.  
11 N. Polk Avenue  
Arcadia, Florida 34266

File Number: D2015-156

Inst. 201514003105 Date: 6/19/2015 Time: 12:11 PM  
Doc Stamp-Deed: 0.70  
RB DC Mitzie McGavic, Desoto County Page 1 of 1

### General Warranty Deed

Made this June 11, 2015 A.D. By **Arthur L. West**, whose address is: 296 Kane Place, Jupiter, FL 33458, hereinafter called the grantor, to **Pamela K. West**, whose post office address is: 1012 Chippewa Trail, Holly Hill, FL 32117, hereinafter called the grantee:

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

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in DeSoto County, Florida, viz:

All my interest in the following:

A parcel of land formerly known as Lots 3, 4, 5 and 6 in Block I of Callahan Addition to Pine Level, as recorded in Plat Book 4, page 39 of the Public Records of DeSoto County, Florida, together with the South 1/2 of Wamsley Street (now vacated) lying North of and adjacent to said Lots 3 through 6, all in the Northwest Quarter of the Northwest Quarter, Section 11, Township 37 South, Range 23 East, DeSoto County, Florida.

Together with all right, title and interest the Grantor may have in and to each platted street(s) abutting the Grantor's lot(s).

Said Plat being closed by Resolution recorded in O.R. Book 63, page 265, Public Records, DeSoto County, Florida.

Parcel ID Number: 11-37-23-0293-0010-0030

**Subject to taxes for the current year. Property is not the homestead of the grantor.**

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

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants 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 taxes accruing subsequent to December 31, 2014.

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

*Signed, sealed and delivered in our presence:*

Witness #1 signature above  
Witness #1 Printed Name: Debra West

Arthur L. West (Seal)

Address: 296 Kane Place, Jupiter, FL 33458

Witness #2 signature above  
Witness #2 Printed Name: Justin Karp

State of Florida

County of Polk

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of June, 2015, by **Arthur L. West**, | | who is/are personally known to me or X who has produced FLORIDA DRIVER LICENSE as identification.

Notary Public

Print Name: Maria Garcia

My Commission Expires: 09-09-2016

Notary Seal:



Prepared by: Marcus Conerly  
DeSoto Abstract & Title Co.  
11 N. Polk Avenue  
Arcadia, Florida 34266  
File Number: D2015-195

Inst. 201514004344 Date: 8/12/2015 Time: 4:10 PM  
Doc Stamp-Deed: 140.00  
CCLDC Mitzie McGavic Desoto County Page 1 of 2

### General Warranty Deed

Made this Aug 5, 2015 A.D. By **Randolph Vaughn**, whose address is: 330 Old Alabama Rd, Milner, GA 30257, hereinafter called the grantor, to **Mosaic Fertilizer, LLC, a Delaware limited liability company**, whose post office address is: 13830 Circa Crossing Drive, Lithia, FL 33547, hereinafter called the grantee:

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

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in DeSoto County, Florida, viz:

See Schedule "A" attached hereto and by this reference made a part.

Said property is not the homestead of the Grantor(s) under the laws and Constitution of the State of Florida in that neither Grantor(s) nor any member of the household of Grantor(s) reside thereon.

Subject to taxes for the current year.

Together with all right, title and interest of the Grantor or appurtenant to the Property, if any, in and to the following (collectively, the "Related Rights and Interests"): (a) all tenements, hereditaments, privileges, interests, and appurtenances belonging or in any way appertaining to the Property; (b) all improvements located on the Property; (c) all fixtures, equipment and personal property located on the Property; (d) all trees, shrubs, and other vegetation located on the Property; (e) all licenses, permits, approvals, registrations, and other forms of authorization related to or useful for the ownership and operation of the Property; (f) all easements and rights-of-way serving or benefiting the Property and all rights of ingress to and egress from the Property; (g) all rights in and to any roads, streets, alleys, ways, and rights-of-way lying within or adjacent to the Property; (h) the shores and bottoms of any water bodies lying within or adjacent to the Property; (i) all water use and consumption rights; (j) all land use and development rights and entitlements, concurrency vesting rights, utility rights and capacities, drainage rights, and impact fee credits, related to or benefiting the Property; (k) all soil, minerals, gas, and petroleum located in, on or under the Property and all rights to explore for and extract the same; and (l) all rights, claims, defenses, immunities, indemnities, and actions that the Grantor may have against any third party with respect to the Property.

To Have and to Hold, the Property and Related Rights and Interests in fee simple forever.

And the grantor hereby covenants with the grantee that the grantor is lawfully seized of the ownership interests in and to the Property and the Related Rights and Interest as described herein; that the grantor has good right and lawful authority to sell and convey the said interests in the Property and the Related Rights and Interests; that the grantor hereby fully warrants the title to said interests in the Property and the Related Rights and Interests and will defend the same against the lawful claims of all persons whomsoever; and that said interests in the Property and the Related Rights and Interests are free of all encumbrances except taxes accruing subsequent to December 31, 2014.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Sandra Y. Miles  
Witness #1 signature above  
Witness #1 Printed Name SANDRA Y MILES

Randolph Vaughn (Seal)  
Randolph Vaughn  
Address: 330 Old Alabama Rd, Milner, GA 30257

Benny Fambro  
Witness #2 signature above  
Witness #2 Printed Name BENNY FAMBRO

State of Georgia  
County of LAMAR

The foregoing instrument was acknowledged before me this 5 day of August, 2015, by Randolph Vaughn, [ ] who is/are personally known to me or [ ] who has produced DRIVER'S LICENSE as identification.

Sandra Y. Miles  
Notary Public  
Print Name: SANDRA Y MILES  
My Commission Expires: 11-17-2017  
Notary Seal:



**Schedule A**

A parcel of land formerly known as Lots 1 and 2 in Block I, of Callahan Addition to Pine Level, as recorded in Plat Book 4, page 39, of the Public Records of DeSoto County, Florida, together with the South 1/2 of Wamsley Street (now vacated) lying North of and adjacent to said Lots 1 and 2, and the East 1/2 of Louisiana Ave. (now vacated) lying West of and adjacent to Lot 1, extending to the centerline of Wamsley Street, all in the Northwest 1/4 of the Northwest 1/4, Section 11, Township 37 South, Range 23 East, DeSoto County, Florida.

Together with all right, title and interest the Grantor may have in and to each platted Street abutting the Grantor's lots.

Said Plat being closed by Resolution recorded in O.R. Book 63, page 265, Public Records, DeSoto County, Florida.

Parcel ID Number: 11-37-23-0293-0010-0010



Prepared by:  
Dorothy A. Conerly  
DESOTO ABSTRACT & TITLE CO.  
11 NORTH POLK AVE.  
Arcadia, Florida 34266

File Number: D2012-167

Inst:201214004996 Date:10/29/2012 Time:4 07 PM  
Doc Stamp-Deed:2495.50  
*mm* DC,Mitzie McGavic,Desoto County Page 1 of 2

### General Warranty Deed

Made this October 29, 2012 A.D. By **Ernest L. Rebella, Christina M. Rebella, as husband and wife, and Frank <sup>A.</sup> Rebella, Joseph Dominic Rebella, and Robin Ashley Bass Lilley**, whose post office address is: 4836 Jennie Ave NW, Arcadia, Florida 34266, hereinafter called the grantor, to **Mosaic Fertilizer, LLC, A Delaware limited liability company**, whose post office address is: 13830 Circa Crossing Drive, Lithia, FL 33547, hereinafter called the grantee:

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

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in De Soto County, Florida, viz:

**The North 3/4 of the West 1/2 of the NW 1/4 of the NE 1/4 of Section 15, Township 37 South, Range 24 East, DeSoto County, Florida.**

Said property is not the homestead of Frank L. Rebella, Joseph Dominic Rebella, and Robin Ashley Bass Lilley, Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 15-37-24-0000-0184-0000

**Subject to covenants, restrictions, easements of record and taxes for the current year.**

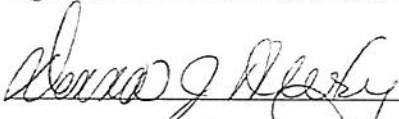
**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

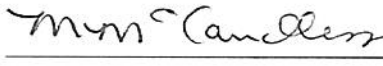
**To Have and to Hold**, the same in fee simple forever.

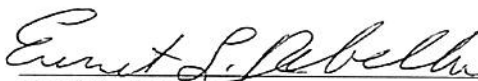
**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2011.

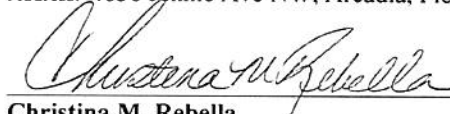
**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

*Signed, sealed and delivered in our presence:*

  
Witness Printed Name Donna J Alexy

  
Witness Printed Name M. M. Candles

  
Ernest L. Rebella (Seal)  
Address: 4836 Jennie Ave NW, Arcadia, Florida 34266

  
Christina M. Rebella (Seal)  
Address: 4836 Jennie Ave NW, Arcadia, Florida 34266

  
Frank L. Rebella (Seal)  
Address: *FR*

  
Robin Ashley Bass Lilley (Seal)  
Address:

Prepared by:  
Dorothy A. Conerly  
DESOTO ABSTRACT & TITLE CO.  
11 NORTH POLK AVE.  
Arcadia, Florida 34266

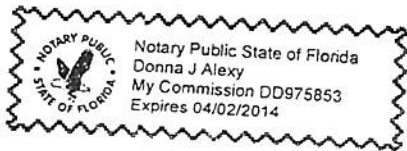
File Number: D2012-167

Donna J Alexy  
Witness Printed Name Donna J Alexy

M. McCandless  
Witness Printed Name M. McCandless

State of Florida  
County of DeSoto

The foregoing instrument was acknowledged before me this 29th day of October, 2012, by Ernest L. Rebella, Christina M. Rebella, as husband and wife, and Frank ~~L.A.~~ Rebella, Robin Ashley Bass Lilley, [ ] who is/are personally known to me or ~~X~~ who has produced FL. D.L. as identification.



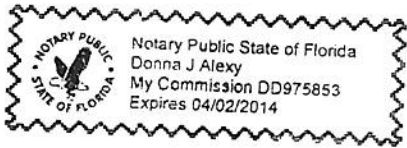
Joseph Dominic Rebella (Seal)  
Joseph Dominic Rebella  
Address:

Donna J Alexy  
Notary Public  
Print Name:  
My Commission Expires:  
Notary Seal:

State of Florida  
County of Hardee

The foregoing instrument was acknowledged before me this 26 day of October, 2012, by Joseph Dominic Rebella, [ ] who is/are personally known to me or ~~X~~ who has produced FL. D.L. as identification.

Donna J Alexy  
Notary Public  
Print Name:  
My Commission Expires:  
Notary Seal:



Return to:  
Name: Arcadia Abstract & Title Company, Inc.  
Address: 18 West Oak Street  
Arcadia, Florida 34266

This Instrument Prepared: Jeffrey W. Helman

Arcadia Abstract & Title Company, Inc.  
18 West Oak Street  
Arcadia, Florida 34266

as a necessary incident to the fulfillment of conditions  
contained in a title insurance commitment issued by it  
Property Appraisers Parcel I.D. (Folio) Number(s):  
07-37-24-0000-0020-0000  
File No: 201023018

Inst: 201114016594 Date: 9/14/2011 Time: 3:36 PM

Doc Stamp-Deed: 1750.00

CC-DC, Mitzie McGavic, DeSoto County Page 1 of 1

10-  
1750-

### WARRANTY DEED

This Warranty Deed Made 25<sup>th</sup> day of August, 2011, by Glenn A. Mogle and Terry L. Mogle, husband and wife, hereinafter called the grantor, whose post office address is: 2511 East 30th Street, Lorain, Ohio 44055

to Mosaic Fertilizer, LLC, whose post office address is: 13830 Circle Crossing Drive, Lithia, Florida 33547, hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of \$250,000.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the grantee, all that certain land situate in DeSoto County, Florida, viz:

Lands lying in Section 7, Township 37 South, Range 24 East, DeSoto County, Florida, described as follows:

BEGIN at the Southwest corner of said Section and run thence S 89 degrees 25' E along the South line of said Section, 3247.79 feet to the centerline of a graded county road; thence N 00 degrees 53'10" E along such centerline, 1719.10 feet to the Point of Beginning; thence continue along the same line, 450 feet; thence S 89 degrees 06'50" E, 525 feet; thence S 00 degrees 53'10" W, 450 feet; thence N 89 degrees 06'50" W, 525 feet to the Point of Beginning.

The property is the homestead of the Grantor(s).

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whatsoever; and that said land is free of all encumbrances, except taxes running subsequent to 2010, reservations, restrictions and easements of record, if any.

(The words "grantor" and "grantee" herein shall be construed to include all grantors and grantees or plural as the context indicates.)

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence

Witness Signature:

Printed Name:

Witness Signature:

Printed Name:

Witness Signature:

Printed Name:

Witness Signature:

Printed Name:

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 25 day of August, 2011, by Glenn A. Mogle, who is personally known to me or who has produced driver license(s) as identification.

My Commission Expires 9/1/2015

Printed Name: Charles J. Domico

Notary Public

Serial Number

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 27 day of August, 2011, by Terry L. Mogle, who is personally known to me or who has produced driver license(s) as identification.

My Commission Expires: Jan 22, 2013

Printed Name:

Notary Public

Serial Number

H. KASHIANI

Notary Public, State of Ohio

My Commission Expires Jan. 22, 2013

Recorded in Cuyahoga County

Prepared by and Return to:  
DeSoto Abstract & Title Co.  
Marcus Conerly  
11 N. Polk Avenue  
Arcadia, Florida 34266  
Our File Number: D2015-162

Inst:201514003777 Date:7/21/2015 Time:1:23 PM  
Doc Stamp-Deed:3150.00  
RB DC,Mitzie McGavic,Desoto County Page 1 of 3

**For official use by Clerk's office only**

STATE OF Florida )  
COUNTY OF DeSoto )

**SPECIAL WARRANTY DEED**

THIS INDENTURE, made this July 17, 2015, between **Fred B. Gregg, Jr. and Pamela S. Gregg, husband and wife**, whose mailing address is: 4370 Lewoods Dr, Homosassa, FL 34448, hereinafter called the grantor, and **Mosaic Fertilizer, LLC, a Delaware limited liability company**, whose mailing address is: 13830 Circa Crossing Drive, Lithia, FL 33547, hereinafter called the grantee:

**WITNESSETH:**

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto grantee, its successors and assigns, the following described property, to wit:

**See Schedule "A" attached hereto for legal description and by this reference herein  
made a part. (the "Property")  
Parcel ID#04-38-23-0000-0010-0000**

Subject to taxes for the current year.

**Together** with all right, title and interest of the Grantor or appurtenant to the Property, if any, in and to the following (collectively, the "Related Rights and Interests"): (a) all tenements, hereditaments, privileges, interests, and appurtenances belonging or in any way appertaining to the Property; (b) all improvements located on the Property; (c) all fixtures, equipment and personal property located on the Property; (d) all trees, shrubs, and other vegetation located on the Property; (e) all licenses, permits, approvals, registrations, and other forms of authorization related to or useful for the ownership and operation of the Property; (f) all easements and rights-of-way serving or benefitting the Property and all rights of ingress to and egress from the Property; (g) all rights in and to any roads, streets, alleys, ways, and rights-of-way lying within or adjacent to the Property; (h) the shores and bottoms of any water bodies lying within or adjacent to the Property; (i) all water use and consumption rights; (j) all land use and development rights and entitlements, concurrency vesting rights, utility rights and capacities, drainage rights, and impact fee credits, related to or benefitting the Property; (k) all soil, minerals, gas, and petroleum located in, on or under the Property and all rights to explore for and extract the same; and (l) all rights, claims, defenses, immunities, indemnities, and actions that the Grantor may have against any third party with respect to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of the Property and the Related Rights and Interests in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property and the Related Rights and Interests; that the Property and the Related Rights and Interests are free from all encumbrances made, suffered or incurred by the Grantor; and that the Grantor will warrant and defend the Property and the Related Rights and Interests against the lawful claims and demands of all persons claiming by, through or under the Grantor, but against none other.

IN WITNESS WHEREOF, first party has signed and sealed these present the date set forth on July \_\_\_\_\_, 2015.

Signed, sealed and delivered  
in the presence of:

Shelby Jo Fordham  
Witness #1 signature above

**Shelby Jo Fordham**

Print witness #1 name above

Patricia A. Maynard  
Witness #2 signature above

**Patricia A. Maynard**

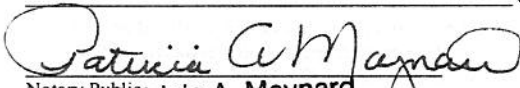
Print witness #2 name above

Fred B. Gregg, Jr.  
Fred B. Gregg, Jr.

Pamela S. Gregg  
Pamela S. Gregg

State of Florida  
County of Lake

THE FOREGOING INSTRUMENT was acknowledged before me this 17<sup>th</sup> day of July, 2015 by of **Fred B. Gregg, Jr. and Pamela S. Gregg, husband and wife**, [ ✓ ] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification.

  
Notary Public Patricia A. Maynard

Print Notary Name  
My Commission Expires: \_\_\_\_\_  
Notary Seal



**PATRICIA A. MAYNARD**  
MY COMMISSION # FF 071550  
EXPIRES: January 12, 2018  
Bonded Thru Budget Notary Services

## Schedule "A"

Description of property by C.L. Craven Section Corners and Section Lines:

Commence at the Northeast corner of Section 4, Township 38 South, Range 23 East, DeSoto County, Florida, as determined by C.L. Cravens, Registered Land Surveyor, thence North  $89^{\circ}17'35''$  West along North line of said Section 4 by "Cravens", 450.01 feet; thence South  $01^{\circ}21'47''$  West 49.695 feet to South right of way of State Road No. 72 for Point of Beginning; thence continue same line 950.335 feet; thence North  $89^{\circ}17'37''$  West 1000.00 feet; thence North  $01^{\circ}21'47''$  East 950.55 feet to a point on the South right of way of State Road No. 72; thence South  $89^{\circ}16'51''$  East along said South right of way 1000.00 feet to Point of Beginning.

Also described as:

Description of property by Carlton Section Corners and Section Lines:

Commence at the Northeast corner of Section 4, Township 38 South, Range 23 East, DeSoto County, Florida, as determined by "Carlton", thence South  $89^{\circ}05'36''$  West along the North line of Section 4 by "Carlton", 1208.39 feet; thence South  $01^{\circ}21'47''$  West 186.605 feet to South right of way of State Road No. 72 for Point of Beginning; thence continue same line 950.335 feet; thence North  $89^{\circ}17'37''$  West 1000.00 feet; thence North  $01^{\circ}21'47''$  East 950.55 feet to a point on the South right of way of State Road No. 72; thence South  $89^{\circ}16'51''$  East along said South right of way 1000.00 feet to Point of Beginning.

(the "Property")

