

13 Appendices

13.1 Lease Agreements and Amendments

LEASE AGREEMENT

No. 2606

Management Project No. 54

WHEREAS, the State of Florida Board of Trustees of the Internal Improvement Trust Fund, by virtue of Section 253.03, Florida Statutes, as amended by Chapter 67-269 and as further amended by Chapter 67-2236, both Acts of 1967, Laws of Florida, holds title to certain lands and property for the use and benefit of the State of Florida Department of Natural Resources, Division of Recreation and Parks, and

WHEREAS, the Department of Natural Resources, Division of Recreation and Parks by formal action on June 15, 1971, authorized and requested the said Trustees to enter into an agreement with the Florida Game and Fresh Water Fish Commission, a duly authorized agency of the State of Florida, to permit certain uses of and activities on the lands and properties hereinafter described for the purpose of preserving, developing, operating, and maintaining said lands and property for outdoor recreational, park, conservation and related purposes.

NOW, THEREFORE, this agreement made this 1st day of June, A.D., 1972, between said Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for and on behalf of the said Department of Natural Resources, Division of Recreation and Parks, State of Florida, hereinafter referred to as lessor, and the Florida Game and Fresh Water Fish Commission, hereinafter referred to as lessee.

No. 2606

W I T N E S S E T H :

The parties hereto, for and in consideration of the mutual covenants and agreements hereinafter contained, do hereby covenant and agree as follows:

1. The lessor does hereby lease to the said lessee the following described parcels of land:

Parcel G and Parcel E of Section 31, Township 41 South, Range 39 East as shown on Exhibit A - attached.

TO HAVE AND TO HOLD the above described land for a period of ninety-nine (99) years from the date hereof, for the purposes of preserving, developing, improving, operating, maintaining and otherwise managing said land for public outdoor recreational, park, conservation and related purposes.

2. The lessee shall have the right to enter upon said land for all purposes necessary to the full enjoyment by said lessee of the rights herein conveyed to it.

3. The lessee shall through its agents and employees cooperate to prevent the unauthorized use of said land or any use thereof not in conformity with this lease.

4. This agreement is for the specific purpose of public outdoor recreational, park, conservation and related purposes, and the lessee shall have the right to enter into further agreements or to sublease all or any part of the within land so long as the agreement and/or sublease shall effectively carry out and further the general purposes herein described.

5. The lessor or its duly authorized agent shall have the right at any time to inspect the said land and the works and

operations thereon of the lessee in any matter pertaining to this agreement.

6. The lessee hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, hold and save harmless the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and/or the State of Florida from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this agreement.

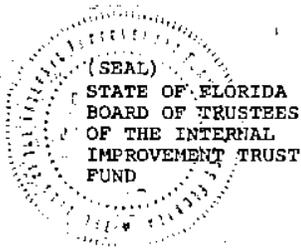
7. This agreement is subject, however, to the automatic reversion to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida of the lands described herein and the cessation and termination of this lease when, in the opinion of the State of Florida Department of Natural Resources, Division of Recreation and Parks, said lands are not utilized for the purposes outlined in this lease, and any costs or expenses arising out of the implementation of this clause shall be borne completely by the lessee.

8. Any inequities that may subsequently appear in this lease shall be subject to negotiation upon written request of either party, and the parties agree to negotiate in good faith as to any such inequities.

9. This agreement is executed in duplicate, each copy of which shall for all purposes be considered an original.

IN TESTIMONY WHEREOF the said Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, for and on behalf of the Department of Natural Resources, Division of Recreation and Parks, State of Florida, have hereunto set their hands and official seals at Tallahassee, Florida, this 1st

day of June, 1972, and the Florida Game and Fresh Water Fish Commission, an agency of the State of Florida, has duly executed the same by its authorized agent this 4th day of April, 1972.



Reubin O'D. Askew
Governor

Richard O. Stone
Secretary of State

Robert L. Keenan
Attorney General

Lucas D. Kirsner
Comptroller

Glenn N. Buckley
Treasurer

Alaya Christian
Commissioner of Education

Doyle Conner
Commissioner of Agriculture

As and Constituting the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, lessors

Approved by:

Reubin O'D. Askew
Governor of the State of Florida

Florida Game and Fresh Water Fish Commission, an Agency of the State of Florida

Al Rocco Jr.
Chairman

W. F. ...
Director

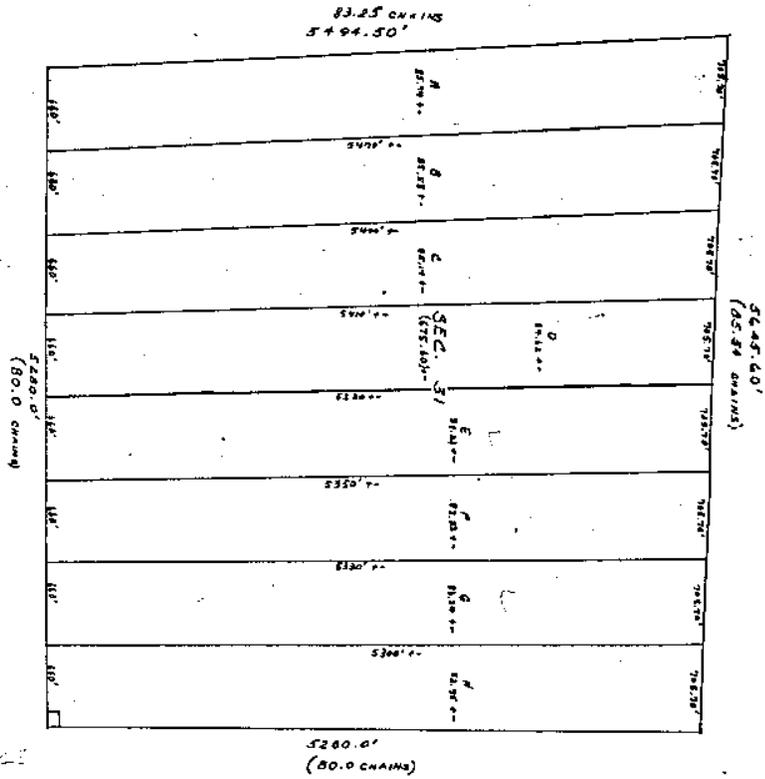
(SEAL)

This Instrument Prepared by:
Lonnie L. Ryder
Bureau of Planning and Grants
Division of Recreation and Parks
Department of Natural Resources

No. 2606

EXHIBIT A

SECTION 31, TOWNSHIP 44 SOUTH, RANGE 29 EAST



SCALE 1" = 600'
TWP 44 S, RGE 29 E

No. 2606

EXHIBIT "A-1"

Parcel G

Parcel G: Commence at the Southeast corner of Section 31, Township 41 South, Range 39 East, thence Westerly along section line a distance of 660 feet to the point of beginning, thence North a distance of 5,300 feet to a point 705.70 feet West of the Northeast corner of said section, thence West 705.70 feet, thence South 5,330 feet to a point on the South boundary line of said section, thence East a distance of 660 feet to the point of beginning, containing 83.34 acres, more or less.

Parcel E

Parcel E: Commence at the Southeast (SE) corner of Section 31, Township 41 South, Range 39 East, thence westerly along section line a distance of 1,980 feet to the point of beginning, thence North a distance of 5,350 feet to a point 2,117.10 feet West of the Northeast corner of said section, thence West 705.70 feet, thence South 5,380 feet to a point on the South boundary of said section, thence East along section line a distance of 660 feet to the point of beginning, containing 84.23 acres, more or less.

AMENDMENT TO
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
LEASE NO. 2606

Amendment No. 1

Management Project No. 54

Project Name: J. W. Corbett Wildlife Management Area Addition

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund, hereinafter referred to as the Trustees, by virtue of Section 253.03, Florida Statutes as amended by Chapter 67-269 and as further amended by Chapter 67-2236, both acts of 1967, Laws of Florida, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund, hereinafter referred to as the Trustees, entered into Lease No. 2606, on the 15th day of June, 1971, with Florida Game and Fresh Water Fish Commission; and

WHEREAS, the Trustees now hold title to additional lands which the parties hereto have agreed should be added to the aforesaid lease in pursuance of the public purposes to be served thereby;

NOW THEREFORE, it is hereby agreed by the parties hereto that the additional lands described in Exhibit A, attached hereto and made a part hereof are leased by the Trustees to Florida Game and Fresh Water Fish Commission under the same terms and conditions as set forth in the above described lease of June 15, 19 71.

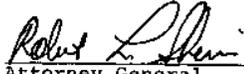
IN TESTIMONY WHEREOF the Trustees, for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund, have hereunto subscribed their names and have caused the official seal of the Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed in the City of Tallahassee, on this 25th day of February, 1976, and the Florida Game and Fresh Water Fish Commission, have hereunto set their hands and official seal at Tallahassee, Florida, this 25th day of February, 1976.

(SEAL)
BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST
FUND OF THE STATE
OF FLORIDA


Governor


Secretary of State

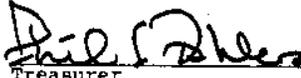
Lease No. 2606
(Amendment No. 1)



Attorney General



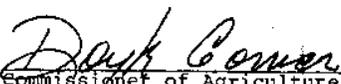
Comptroller



Treasurer



Commissioner of Education

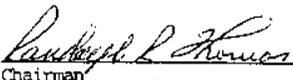


Commissioner of Agriculture

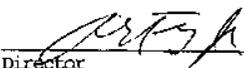
As and Constituting the Board of
Trustees of the Internal Improvement
Trust Fund, Lessor.

(SEAL)

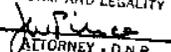
GAME & FRESH WATER FISH COMMISSION
An Agency of the State of Florida



Chairman



Director

APPROVED AS TO
FORM AND LEGALITY

ATTORNEY - D.N.R.

Lease No. 2 5
(Amendment No. 1)

The following described land, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

Commence at the Southwest corner of Section 31, Township 41 South, Range 39 East, thence Easterly along section line a distance of 1,320 feet to the point of beginning, thence North a distance of 5,440 feet to a point on the North boundary of said section being 1,411.40 feet East of the Northwest corner of said section, thence East 705.70 feet, thence South 5,410 feet, thence west 650 feet along South section line to the point of beginning, containing 85.14 acres, more or less.

Commence at the Southwest corner of Section 31, Township 41 South, Range 39 East, being the point of beginning, thence North 5,494.50 feet along West boundary of said section, thence East 705.70 feet, thence South 5,470 feet, thence West 660 feet to the point of beginning, containing 85.94 acres, more or less.

EXHIBIT A

ATL8101

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

AMENDMENT NO. TWO TO LEASE NUMBER 2606

THIS LEASE AMENDMENT is entered into this 6 day of March, 1995, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and the STATE OF FLORIDA GAME AND FRESH WATER FISH COMMISSION, hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on June 1, 1972, LESSOR and LESSEE entered into Lease No. 2606;

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the leased property;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in Exhibit "A" of Lease No. 2606 is hereby amended to include the real property described in Exhibit "A", to this amendment, a copy of which is attached hereto and by reference made a part hereof.

2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of the Lease No. 2606 except as amended hereby, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties have caused this Lease Amendment to be executed on the day and year first above written.

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

Gloria H. Maddox
Witness
Gloria H. Maddox
Print/Type Witness Name
Michael J. Coughlin
Witness
Michael J. Coughlin
Print/Type Witness Name

By: Daniel T. Crabb (SEAL)
CHIEF, BUREAU OF LAND MANAGEMENT SERVICES, DIVISION OF STATE LANDS, DEPARTMENT OF ENVIRONMENTAL PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 6th day of March, 1995 by Daniel T. Crabb, as Chief, Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, who is personally known to me or who produced _____ as identification.

(SEAL)

Gloria H. Maddox
Notary Public, State of Florida
Gloria H. Maddox
Print/Type Notary Name
Commission Number _____
Commission Expires: _____



Approved as to Form and Legality
Angela Davis 2/6/95
S.E.P. Attorney

B.M. Wright
Witness
B.M. Wright
Print/Type Witness Name
Judy Ann Mann
Witness
Judy Ann Mann
Print/Type Witness Name

STATE OF FLORIDA GAME AND FRESH WATER FISH COMMISSION

By: William C. Sumner (SEAL)

William C. Sumner
Print/Type Name

Its: Assistant Executive Director

"LESSEE"

APPROVED AS TO FORM AND LEGAL VALIDITY
Paul H. Roberts
Commission Attorney

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 17th day of February, 1995 by William C. Sumner as Assistant Executive Director, Florida Game and Fresh Water Fish Commission, who is/are personally known to me or who has produced _____ as identification.

(SEAL)

Jimmie C. Roberts
Notary Public, State of Florida
Jimmie C. Roberts
Print/Type Notary Name
Commission Number 33 #CC 333592
My Commission Expires _____



Approved As to Form and Legality

By: [Signature]

Date: 6/29/93

STATUTORY WARRANTY DEED

This indenture, made the 25th day of June, A.D., 1993, between, INDIAN TRAIL GROVES, LTD., a Florida limited partnership, with its address being c/o Mr. Jake Varn, 215 South Monroe, Tallahassee, Florida 32301, hereinafter referred to as the "Grantor" and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, with its address being c/o Division of State Lands, Florida Department of Natural Resources, 3900 Commonwealth Boulevard, Mail Station 113, Tallahassee, Florida 32399, hereinafter referred to as "Grantee."

WITNESSETH

That Grantor, for and in consideration of the sum of \$100.00 and other good and valuable considerations, to it in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described land in Palm Beach County, Florida, to wit:

SEE ATTACHED EXHIBIT "A"

SUBJECT, however, to an easement for the drainage of the waters that have flowed naturally or historically over these lands, including those described in Permit No. 3496 of the Central and Southern Florida Flood Control District, as the same now exists or may hereafter be modified and as referenced in the Special Warranty Deed, dated June 24, 1974, and recorded in Official Records Book 2321, page 513 of the Public Records of Palm Beach County, Florida. (Affects Parcels A and B)

SUBJECT, however, to a Mutual Easement Agreement by and between Indian Trail Ranch, Inc. and Samuel Friedland, individually and as Trustee, and his wife, Hattie Friedland, J. M. Friedland, individually and as Trustee, and his wife, Annette Friedland, and Benjamin A. Javits, individually and as Trustee, and his wife, Lily Javits, and Blanche B. Lipson, Executrix of the Estate of Henry I. Cohn, as contained in instrument dated September 16, 1966 and recorded September 22, 1966 in Official Records Book 1428, Page 581 of the Public Records of Palm Beach County, Florida, as amended (1)

NO. 26006
EXHIBIT A
PAGE 3 OF 10

by Joinder and Consent recorded in Official Records Book 2335, Page 96 of the Public Records of Palm Beach County, Florida; and (2) by instrument recorded in Official Records Book 2377, Page 1941 of the Public Records of Palm Beach County, Florida. (Affects Parcels A and B)

SUBJECT, however, to reservation of an undivided one-half interest in and to all of the oil, gas, sulphur and other minerals and mineral rights in favor of Southern States Land & Timber Corporation, as contained in Deed, dated April 20, 1951, and recorded April 25, 1951 in Deed Book 941, Page 526 and refiled in Deed Book 952, Page 67, both as modified by the Modification Agreement and Grant recorded in Official Records Book 312, Page 342 and Sub Surface Rights Book 1, Page 39, all of the Public Records of Palm Beach County, Florida. There is no record of any subsequent conveyance of these oil, gas, sulphur and other minerals and mineral rights by Southern States Land & Timber Corporation, its successors and assigns, and notice pursuant to sections 704.05, 712.05 and 712.06, Florida Statutes, has not been filed in the Public Records of Palm Beach County, Florida. (Affects Parcels A and B and Easement)

Grantor warrants that said land is not the homestead property of the Grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

And, Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In accordance with the provisions of subsection 689.02(2), Florida Statutes, the property appraiser's parcel identification numbers for the complete or partial parcels of land conveyed hereby are parcel numbers:

- 00-39-42-26-00-000-1000
- 00-39-42-36-00-000-1000
- 00-39-42-24-00-000-9000
- 00-39-42-25-00-000-9000
- 00-39-42-13-00-000-5010
- 00-39-42-15-00-000-5000
- 00-39-42-14-00-000-5000
- 00-39-42-14-00-000-5010
- 00-39-42-22-00-000-1000
- 00-39-42-23-00-000-9000

NO. 2606
EXHIBIT A
PAGE 4 OF 10

IN WITNESS WHEREOF, said Grantor has caused these presents to be duly executed on the day and year first above written.

WITNESSES AS TO GRANTOR:

GRANTOR:

Russell F. Morse
Printed Name: RUSSELL F. MORSE
M. Storch
Printed Name: MARION STORCH

Charles C. Uhl
Printed Name: CHARLES C. UHL
J. M. Friedland
Printed Name: JACK M. FRIEDLAND

INDIAN TRAIL GROVES, LTD., a Florida limited partnership
BY: [Signature]
Irving Cowan, General Partner
Address: 14725 S. Ocean Dr. #117
Hollywood, FL 33019

BY: [Signature]
Jack M. Friedland, General Partner
Address: 14 Regatta Dr.
Jupiter, FL 33477



STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25 day of June, 1993, by Irving Cowan, General Partner of Indian Trail Groves, Ltd., a Florida limited partnership, on behalf of the limited partnership. He is personally known to me or has produced Delaware License No. issued within the past five (5) years as identification and did take an oath.

Jean E. Reader
Notary Public Signature
Jean E. Reader
Printed Name

Commission Number: LC 077320

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB. 17, 1995
BONDED THRU GENERAL INS. UNO.

NO. 2006
EXHIBIT A
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LEGAL DESCRIPTION

PARCEL 'A'

A PARCEL OF LAND SITUATE IN SECTIONS 14, 15, 22 AND 23, LYING NORTH AND EAST OF THE NORTHEAST RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT L-8 CANAL, ALL IN TOWNSHIP 42 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA.

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 15 AND THE NORTHEASTERLY LINE OF THAT 660 FOOT RIGHT-OF-WAY FOR FLORIDA POWER AND LIGHT COMPANY 500K VOLT POWER LINE AS DESCRIBED IN OFFICIAL RECORD BOOK 2320, PAGE 1569, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 46°-38'-11" EAST; ALONG THE NORTHEASTERLY LINE OF SAID 660 FOOT RIGHT-OF-WAY, A DISTANCE OF 276.24 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING PROCEED NORTH 00°-14'-57" WEST, ALONG THE EAST LINE OF THE WEST 200.00 FEET OF SAID SECTION 15, A DISTANCE OF 344.87 FEET TO THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS OF 385.00 FEET, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY, ALONG SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 90°-40'-42", A DISTANCE OF 609.32 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF THE NORTH 200.00 FEET OF THE SOUTH ONE-HALF (S 1/2) OF SAID SECTION 15; THENCE EASTERLY, ALONG SAID SOUTH LINE OF THE NORTH 200.00 FEET OF THE SOUTH ONE-HALF (S 1/2) OF SAID SECTIONS 14 AND 15, A DISTANCE OF 9749.82 FEET; THENCE SOUTH 00°-10'-28" WEST, A DISTANCE OF 5400.00 FEET; THENCE SOUTH 59°-20'-24" WEST, A DISTANCE OF 3748.78 FEET TO THE SAID EASTERLY RIGHT-OF-WAY OF THE FLORIDA POWER AND LIGHT COMPANY 660 FOOT RIGHT-OF-WAY LINE; THENCE NORTH 43°-15'-07" WEST, ALONG THE SAID EAST RIGHT-OF-WAY LINE OF THE FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY, A DISTANCE OF 163.45 FEET; THENCE NORTH 46°-02'-00" WEST, ALONG THE SAID EAST RIGHT OF WAY LINE OF THE FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY, A DISTANCE OF 8849.65 FEET; THENCE NORTH 46°-38'-11" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY, A DISTANCE OF 558.46 FEET TO THE POINT OF BEGINNING.

PARCEL 'B'

A PARCEL OF LAND SITUATE IN SECTIONS 23 THROUGH 26, INCLUSIVE, AND 36, LYING NORTH AND EAST OF THE NORTHEAST RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT L-8 CANAL, ALL IN TOWNSHIP 42 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA.

BEGIN AT THE INTERSECTION OF THE EAST LINE OF RANGE 39 EAST, TOWNSHIP 42 SOUTH, AND THE NORTHEASTERLY LINE OF THAT 660 FOOT



NO. 2606
EXHIBIT A
PAGE 7 OF 10

RIGHT-OF-WAY FOR FLORIDA POWER AND LIGHT COMPANY 500K VOLT POWER LINE AS DESCRIBED IN OFFICIAL RECORD BOOK 2320, PAGE 1569, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 38°-12'-32" WEST, ALONG THE EASTERLY LINE OF SAID FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY, A DISTANCE OF 4878.71 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF THE FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY, NORTH 43°-15'-07" WEST, A DISTANCE OF 8547.38 FEET; THENCE DEPARTING FROM SAID FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY LINE, NORTH 59°-20'-24" EAST, A DISTANCE OF 3748.78 FEET; THENCE SOUTH 89°-34'-20" EAST, A DISTANCE OF 5600.00 FEET TO THE EAST LINE OF RANGE 39 EAST; THENCE SOUTH 00°-43'-59" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 3369.49 FEET; THENCE SOUTH 00°-44'-23" EAST, CONTINUING ALONG SAID RANGE LINE, A DISTANCE OF 5,298.72 FEET; THENCE SOUTH 00°-25'-48" EAST, CONTINUING ALONG SAID RANGE LINE, A DISTANCE OF 3261.41 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS:

A 30 FOOT WIDE STRIP OF LAND LYING AND BEING IN SECTION 31, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31, RUN THENCE NORTH 89°-57'-53" WEST, ALONG THE SOUTH LINE OF SAID SECTION 31, AS SHOWN ON A SURVEY DRAWING PREPARED BY JAMME AND THARIN, DATED NOVEMBER 15, 1965, A DISTANCE OF 1528.47 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, SAID POINT LYING AND BEING ON THE NORTHEASTERLY LINE OF A FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 2431, PAGE 1704, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 38°-12'-32" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2535.59 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID SECTION 31; THENCE NORTH 00°-26'-06" WEST, ALONG SAID WEST LINE OF SAID SECTION 31, A DISTANCE OF 48.98 FEET; THENCE SOUTH 38°-12'-32" EAST, ALONG A LINE PARALLEL WITH AND 30 FEET NORTHEASTERLY OF, (AS MEASURED AT RIGHT ANGLES TO) SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2597.95 FEET, MORE OR LESS, TO A POINT ON SAID SOUTH LINE OF SECTION 31; THENCE NORTH 89°-57'-53" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 38.20 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING FROM PARCEL B1

A STRIP OF LAND SITUATE IN SECTIONS 25 AND 26, TOWNSHIP 42 SOUTH RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA, BEING 300.00 FEET IN WIDTH AND LYING 150.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 25; THENCE SOUTH 00°-43'-59" WEST, ALONG SAID EAST LINE OF RANGE 39 EAST, TOWNSHIP 42

PAGE - 2

NO. 2006
EXHIBIT A
PAGE B OF 10

SOUTH, A DISTANCE OF 934.56 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, PROCEED ALONG A BEARING OF NORTH 89°-16'-01" WEST A DISTANCE OF 7461.33 FEET, MORE OR LESS, TO A POINT ON THE SAID EASTERLY LINE OF THE 660 FOOT RIGHT-OF-WAY FOR FLORIDA POWER AND LIGHT COMPANY, SAID POINT BEING THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF THE ABOVE DESCRIBED PARCEL SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN A CONTINUOUS STRIP OF LAND 300.00 FEET IN WIDTH.

ALSO LESS A PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36, SAID POINT BEING A PALM BEACH COUNTY BRASS DISC SET IN CONCRETE; RUN THENCE SOUTH 89°-41'-07" WEST, ALONG THE SOUTH LINE OF SECTION 36, A DISTANCE OF 12.98 FEET TO THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL L-8; THENCE NORTH 38°-12'-14" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 5676.25 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, NORTH 43°-15'-31" WEST, A DISTANCE OF 364.65 FEET; THENCE NORTH 46°-44'-29" EAST, A DISTANCE OF 660.00 FEET TO THE NORTHEASTERLY LINE OF A FLORIDA POWER AND LIGHT COMPANY EASEMENT, AS DESCRIBED IN OFFICIAL RECORD BOOK 2530, PAGE 1569, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THE PARCEL HEREAFTER DESCRIBED:

THENCE, NORTH 43°-15'-31" WEST ALONG SAID NORTHEASTERLY LINE OF FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF 563.26 FEET; THENCE NORTH 53°-02'-16" EAST, A DISTANCE OF 493.84 FEET; THENCE SOUTH 29°-54'-40" EAST, A DISTANCE OF 179.07 FEET; THENCE SOUTH 10°-03'-17" WEST A DISTANCE OF 560.56 FEET TO THE POINT OF BEGINNING.

ALSO LESS A PARCEL OF LAND IN SECTIONS 25 AND 26, TOWNSHIP 42 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA; RUN THENCE SOUTH 00°-44'-30" EAST, ALONG THE WEST LINE OF SAID SECTION 30, A DISTANCE OF 150.05 FEET; THENCE NORTH 89°-16'-01" WEST, ALONG THE SOUTH LINE OF THAT CERTAIN DEED, RECORDED IN OFFICIAL RECORD BOOK 2321, PAGE 513, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 2754.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°-44'-30" EAST A DISTANCE OF 50.02 FEET; THENCE NORTH 89°-16'-01" WEST, A DISTANCE OF 3450.90 FEET; THENCE SOUTH 85°-14'-36" WEST A DISTANCE OF 981.43 FEET, MORE OR LESS, TO A POINT IN THE NORTHEASTERLY LINE OF THE FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-

PAGE - 3

NO. 2606
EXHIBIT A
PAGE 9 OF 10

WAY AS RECORDED IN OFFICIAL RECORD BOOK 2320, PAGE 1569, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 43°-15'-31" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 200.00 FEET, TO THE SOUTHWEST CORNER OF OFFICIAL RECORD BOOK 2321, PAGE 513, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 69°-16'-01" EAST, ALONG THE SOUTH LINE OF SAID OFFICIAL RECORD BOOK 2321, PAGE 513, A DISTANCE OF 4565.45 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

NOTE: THE ABOVE BEARINGS REFER TO THE STATE PLANE COORDINATE SYSTEM FOR THE EAST ZONE OF FLORIDA, NAD 83, 1990 ADJUSTMENT.

PAGE - 4

NO. 2000
EXHIBIT A
PAGE 10 OF 10

ATL1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND

AMENDMENT NUMBER 3 TO LEASE NUMBER 2606

THIS LEASE AMENDMENT is entered into this 26th day of NOVEMBER, 1976, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and the FLORIDA GAME AND FRESH WATER FISH COMMISSION, hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on June 1, 1972, LESSOR and LESSEE entered into Lease Number 2606; and

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the leased property.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number 2606 is hereby amended to include the real property described in Exhibit "A," attached hereto, and by reference made a part hereof.
2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of the Lease Number 2606 except as amended hereby, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties have caused this Lease Amendment to be executed on the day and year first above written.

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

Kelly Servedio
Witness

Kelly Servedio
Print/Type Witness Name

Anna Bridges
Witness

Anna Bridges
Print/Type Witness Name

By: Daniel T. Crabb (SEAL)
DANIEL T. CRABB, CHIEF,
BUREAU OF LAND
MANAGEMENT SERVICES, DIVISION
OF STATE LANDS, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 26th day of November, 1996, by Daniel T. Crabb, as Chief, Bureau of Land Management Services, Division of State Lands, Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

Patricia Toloday
Notary Public, State of Florida

Print/Type Notary Name: Patricia Toloday
Commission Number: CC545665
Commission Expires: APR. 18, 2000



Approved as to Form and Legality
By: Samuel Harris
DEP Attorney

FLORIDA GAME AND FRESH
WATER FISH COMMISSION

Rosemary Mara
Witness

BY: Victor J. Heller (SEAL)

Rosemary Mara
Print/Type Witness Name

Victor J. Heller
Print/Type Name

K.M. Wright
Witness

Title: Assist. Exec. Director

K.M. Wright
Print/Type Witness Name

"LESSEE"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this
2nd day of October, 1996, by Victor J. Heller
as Assistant Executive Director of the Florida game and Fresh
Water Fish Commission. He/~~she~~ is personally known to me.

Jimmie C. Bevis
Notary Public, State of Florida
Jimmie C. Bevis
Print/Type Notary Name

Commission Number:

Commission Expires:



Jimmie C. Bevis

EXHIBIT A

2858 The East one-half (E1/2) of Government Lot 11 and 12, less the West 660 feet of Government Lot 12 previously conveyed by Deed in Official Record Book 2197, at Page 728, Official Records of Palm Beach County, Florida. All the above described property being a portion of Section 30, Township 41 South, Range 39 East. (36.13Ac)

2342 Lots 8, 9, and 10, Section 30, Township 41 South, Range 39 East, containing 121.87 acres.

All of Section 16, Township 42 South, Range 40 East. 640

1201's That part of Section 16, Township 42 South, Range 39 East, lying North of L-8 Canal; all in Palm Beach County Florida. 320 ±

1201's

Approved As to Form and Legality

By: Wally P. [Signature]

Date: 6/29/93

STATUTORY WARRANTY DEED

This indenture, made the 25th day of June, A.D., 1993, between, INDIAN TRAIL GROVES, LTD., a Florida limited partnership, with its address being c/o Mr. Jake Varn, 215 South Monroe, Tallahassee, Florida 32301, hereinafter referred to as the "Grantor" and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, with its address being c/o Division of State Lands, Florida Department of Natural Resources, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, Florida 32399, hereinafter referred to as "Grantee."

WITNESSETH

That Grantor, for and in consideration of the sum of \$100.00 and other good and valuable considerations, to it in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described land in Palm Beach County, Florida, to wit:

SEE ATTACHED EXHIBIT "A"

SUBJECT, however, to an easement for the drainage of the waters that have flowed naturally or historically over these lands, including those described in Permit No. 3496 of the Central and Southern Florida Flood Control District, as the same now exists or may hereafter be modified and as referenced in the Special Warranty Deed, dated June 24, 1974, and recorded in Official Records Book 2321, page 513 of the Public Records of Palm Beach County, Florida. (Affects Parcels A and B)

SUBJECT, however, to a Mutual Easement Agreement by and between Indian Trail Ranch, Inc. and Samuel Friedland, Individually and as Trustee, and his wife, Hattie Friedland, J. M. Friedland, Individually and as Trustee, and his wife, Annette Friedland, and Benjamin A. Javits, Individually and as Trustee, and his wife, Lily Javits, and Blanche B. Lipson, Executrix of the Estate of Henry I. Cohn, as contained in instrument dated September 16, 1966 and recorded September 22, 1966 in Official Records Book 1428, Page 581 of the Public Records of Palm Beach County, Florida, as amended (1)

PAGE 5 OF 12

EXHIBIT A

AMENDMENT NO. 3 TO LEASE NO. 7606

by Joinder and Consent recorded in Official Records Book 2335, Page 96 of the Public Records of Palm Beach County, Florida; and (2) by instrument recorded in Official Records Book 2377, Page 1941 of the Public Records of Palm Beach County, Florida. (Affects Parcels A and B)

SUBJECT, however, to reservation of an undivided one-half interest in and to all of the oil, gas, sulphur and other minerals and mineral rights in favor of Southern States Land & Timber Corporation, as contained in Deed, dated April 20, 1951, and recorded April 25, 1951 in Deed Book 941, Page 526 and raffled in Deed Book 952, Page 57, both as modified by the Modification Agreement and Grant recorded in Official Records Book 312, Page 342 and Sub Surface Rights Book 1, Page 39, all of the Public Records of Palm Beach County, Florida. There is no record of any subsequent conveyance of these oil, gas, sulphur and other minerals and mineral rights by Southern States Land & Timber Corporation, its successors and assigns, and notice pursuant to sections 704.05, 712.05 and 712.06, Florida Statutes, has not been filed in the Public Records of Palm Beach County, Florida. (Affects Parcels A and B and Easement)

Grantor warrants that said land is not the homestead property of the Grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

And, Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In accordance with the provisions of subsection 689.02(2), Florida Statutes, the property appraiser's parcel identification numbers for the complete or partial parcels of land conveyed hereby are parcel numbers:

00-39-42-26-00-000-1000
00-39-42-36-00-000-1000
00-39-42-24-00-000-9000
00-39-42-25-00-000-9000
00-39-42-15-00-000-5010
00-39-42-15-00-000-5000
00-39-42-14-00-000-5000
00-39-42-14-00-000-5010
00-39-42-22-00-000-1000
00-39-42-23-00-000-9000

PAGE 6 OF 12
EXHIBIT A
AMENDMENT NO. 3 TO LEASE NO. 2626

IN WITNESS WHEREOF, said Grantor has caused these presents to be duly executed on the day and year first above written.

WITNESSES AS TO GRANTOR:

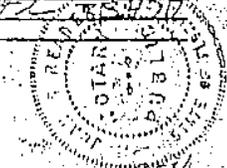
GRANTOR:

Ruella F. Morse
Printed Name: RUELLA F. MORSE
W. Storch
Printed Name: WALTER W. STORCH

INDIAN TRAIL GROVES, LTD., a Florida limited partnership
BY: [Signature]
Irving Cowan, General Partner
Address: 1975 S. Ocean Dr. #717
Hollywood, FL 33019

[Signature]
Printed Name: CHARLES C. WADSWORTH
[Signature]
Printed Name: ADRIAN STANLEY

BY: [Signature]
Jack M. Friedland, General Partner
Address: 141 Reedville Drive
Seaside, FL 32137



STATE OF FLORIDA
COUNTY OF BARCLAY

The foregoing instrument was acknowledged before me this 25th day of June, 1993, by Irving Cowan, General Partner of Indian Trail Groves, Ltd., a Florida limited partnership, on behalf of the limited partnership. He is personally known to me or has produced Driver's License License No. [Number] issued within the past five (5) years as identification and did take an oath.

[Signature]
Notary Public Signature
JAN E. READER
Printed Name

Commission Number: CC 077320

My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB. 17, 1999
BONDED THRU GENERAL INS. UND.

PAGE 7 OF 12
EXHIBIT A
AMENDMENT NO. 7 TO LEASE NO. 7606

STATE OF Florida
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 25th
day of June, 1993, by Jack M. Friedland,
General Partner of Indian Trail Groves, Ltd., a Florida limited
partnership, on behalf of the limited partnership. He is
personally known to me or has produced Driver's
License No. _____ issued within the past five
(5) years as identification and did take an oath.

J. W. Reader
Notary Public Signature
J. W. Reader
Printed Name

Commission Number: CC 077320

My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB. 17, 1999
BONDED THRU GENERAL INS. DND.



This instrument was prepared by Jacob D. Varn, Esquire,
Carlton, Fields, Ward, Emmanuel, Smith & Cutler, P.A., Post Office
Drawer 190, Tallahassee, Florida 32302. (Legal description
provided by Grantor.)

PAGE 8 OF 12
EXHIBIT A
AMENDMENT NO. 3 TO LEASE NO. 2606

LEGAL DESCRIPTION

PARCEL 'A'

A PARCEL OF LAND SITUATE IN SECTIONS 14, 15, 22 AND 23, LYING NORTH AND EAST OF THE NORTHEAST RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT L-8 CANAL, ALL IN TOWNSHIP 42 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA.

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 15 AND THE NORTHEASTERLY LINE OF THAT 660 FOOT RIGHT-OF-WAY FOR FLORIDA POWER AND LIGHT COMPANY 500K VOLT POWER LINE AS DESCRIBED IN OFFICIAL RECORD BOOK 2320, PAGE 1569, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 46°-36'-11" EAST; ALONG THE NORTHEASTERLY LINE OF SAID 660 FOOT RIGHT-OF-WAY, A DISTANCE OF 276.24 FEET TO THE POINT OF BEGINNING.

~~FROM THE POINT OF BEGINNING PROCEED NORTH 00°-14'-57" WEST, ALONG THE EAST LINE OF THE WEST 200.00 FEET OF SAID SECTION 15, A DISTANCE OF 344.87 FEET TO THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS OF 385.00 FEET, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY, ALONG SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 90°-40'-42", A DISTANCE OF 609.32 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF THE NORTH 200.00 FEET OF THE SOUTH ONE-HALF (S 1/2) OF SAID SECTION 15; THENCE EASTERLY, ALONG SAID SOUTH LINE OF THE NORTH 200.00 FEET OF THE SOUTH ONE-HALF (S 1/2) OF SAID SECTIONS 14 AND 15, A DISTANCE OF 9749.82 FEET; THENCE SOUTH 00°-10'-28" WEST, A DISTANCE OF 5400.00 FEET; THENCE SOUTH 59°-20'-24" WEST, A DISTANCE OF 3748.78 FEET TO THE SAID EASTERLY RIGHT-OF-WAY OF THE FLORIDA POWER AND LIGHT COMPANY 660 FOOT RIGHT-OF-WAY LINE; THENCE NORTH 43°-15'-07" WEST, ALONG THE SAID EAST RIGHT-OF-WAY LINE OF THE FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY, A DISTANCE OF 163.45 FEET; THENCE NORTH 46°-02'-00" WEST, ALONG THE SAID EAST RIGHT OF WAY LINE OF THE FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY, A DISTANCE OF 8849.65 FEET; THENCE NORTH 46°-36'-11" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY, A DISTANCE OF 568.46 FEET TO THE POINT OF BEGINNING.~~

PARCEL 'B'

A PARCEL OF LAND SITUATE IN SECTIONS 23 THROUGH 26, INCLUSIVE, AND 36, LYING NORTH AND EAST OF THE NORTHEAST RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT L-8 CANAL, ALL IN TOWNSHIP 42 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA.

BEGIN AT THE INTERSECTION OF THE EAST LINE OF RANGE 39 EAST, TOWNSHIP 42 SOUTH, AND THE NORTHEASTERLY LINE OF THAT 660 FOOT

EXHIBIT

"2"

PAGE 9 OF 12
EXHIBIT A
AMENDMENT NO. 3 TO LEASE NO. 2606

RIGHT-OF-WAY FOR FLORIDA POWER AND LIGHT COMPANY 500K VOLT POWER LINE AS DESCRIBED IN OFFICIAL RECORD BOOK 2320, PAGE 1569, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 38°-12'-32" WEST, ALONG THE EASTERLY LINE OF SAID FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY, A DISTANCE OF 4878.71 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF THE FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY, NORTH 43°-15'-07" WEST, A DISTANCE OF 8547.38 FEET; THENCE DEPARTING FROM SAID FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY LINE, NORTH 59°-20'-24" EAST, A DISTANCE OF 3748.78 FEET; THENCE SOUTH 89°-34'-20" EAST, A DISTANCE OF 5600.00 FEET TO THE EAST LINE OF RANGE 39 EAST; THENCE SOUTH 00°-43'-59" WEST, ALONG SAID RANGE LINE, A DISTANCE OF 3369.49' FEET; THENCE SOUTH 00°-44'-23" EAST, CONTINUING ALONG SAID RANGE LINE, A DISTANCE OF 5,298.72 FEET; THENCE SOUTH 00°-25'-48" EAST, CONTINUING ALONG SAID RANGE LINE, A DISTANCE OF 3261.41 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS:

A 30 FOOT WIDE STRIP OF LAND LYING AND BEING IN SECTION 31, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31, RUN THENCE NORTH 89°-57'-53" WEST, ALONG THE SOUTH LINE OF SAID SECTION 31, AS SHOWN ON A SURVEY DRAWING PREPARED BY JAMME AND THARIN, DATED NOVEMBER 15, 1965, A DISTANCE OF 1528.47 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, SAID POINT LYING AND BEING ON THE NORTHEASTERLY LINE OF A FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 2431, PAGE 1704, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 38°-12'-32" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2535.59 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID SECTION 31; THENCE NORTH 00°-26'-06" WEST, ALONG SAID WEST LINE OF SAID SECTION 31, A DISTANCE OF 46.98 FEET; THENCE SOUTH 38°-12'-32" EAST, ALONG A LINE PARALLEL WITH AND 30 FEET NORTHEASTERLY OF, (AS MEASURED AT RIGHT ANGLES TO) SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2597.95 FEET, MORE OR LESS, TO A POINT ON SAID SOUTH LINE OF SECTION 31; THENCE NORTH 89°-57'-53" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 38.20 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING FROM PARCEL B:

A STRIP OF LAND SITUATE IN SECTIONS 25 AND 26, TOWNSHIP 42 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA, BEING 300.00 FEET IN WIDTH AND LYING 150.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 25; THENCE SOUTH 00°-43'-55" WEST, ALONG SAID EAST LINE OF RANGE 39 EAST, TOWNSHIP 42

PAGE - 2

PAGE 10 OF 12
EXHIBIT A
AMENDMENT NO. 7 TO LEASE NO. 2606

ATL1

60 Acres

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

AMENDMENT NUMBER 4 TO LEASE NUMBER 2606

CORBETT WILDLIFE MANAGEMENT AREA

THIS LEASE AMENDMENT is entered into this 18th day of March, 2002, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, successor in interest to FLORIDA GAME AND FRESH WATER FISH COMMISSION, hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on June 1, 1972, LESSOR and LESSEE entered into Lease Number 2606; and

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the leased property;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number 2606 is hereby amended to include the real property described in Exhibit "A," attached hereto, and by reference made a part hereof.

2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of the Lease Number 2606 except as amended shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties have caused this Lease
Amendment to be executed on the day and year first above written.

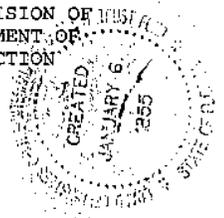
BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

Jack C. Wolff
Witness
JACK C. WOLFF
Print/Type Witness Name

Judy Woodard
Witness
Judy Woodard
Print/Type Witness Name

By: Gloria C. Nelson (SEAL)
GLORIA C. NELSON, OPERATIONS AND
MANAGEMENT CONSULTANT MANAGER,
BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF
STATE LANDS, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

"LESSOR"



STATE OF FLORIDA
COUNTY OF LEON

18th The foregoing instrument was acknowledged before me this
day of March, 2002, by Gloria C. Nelson, as
Operations and Management Consultant Manager, Bureau of Public
Land Administration, Division of State Lands, Florida Department
of Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida. She is personally known to me.

Florence L. Davis
Notary Public, State of Florida
Florence L. Davis
Print/Type Notary Name

Commission Number:

Commission Expires:



Florence L. Davis
MY COMMISSION # CCG74560 EXPIRES
October 11, 2004
BONDED THROUGH TROY FAIR INSURANCE, INC.

Approved as to Form and Legality

By: David H. Helt
DEP Attorney

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION, SUCCESSOR
IN INTEREST TO FLORIDA GAME AND
FRESH WATER FISH COMMISSION

PA Doerr
Witness

PA Doerr
Print/Type Witness Name

Karen D Huff
Witness

Karen D Huff
Print/Type Witness Name

STATE OF FL

COUNTY OF LEON

By: Timothy A. Breault (SEAL)

Timothy A. Breault
Print/Type Name

Title: Assistant Division Director

"LESSEE"

The foregoing instrument was acknowledged before me this
13th day of March, 2002, by Timothy A. Breault
as Assistant Division Director, of the FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION. He/she is personally known to
me.

Florida Parrish
Notary Public, State of Florida

Florida Parrish
Print/Type Notary Name

Commission Number:  Florida Parrish
MY COMMISSION # 00041441 EXPIRES
July 11, 2005
#00050 THRU TROY FARM INSURANCE, INC.

Commission Expires:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
Richard T. Holman
Commission Attorney

42
This Instrument Prepared By and
Please Return To:
Laurie L. Gildan, Esq.
Greenberg Traurig, P.A.
777 S. Flagler Dr., Suite 300E
West Palm Beach, FL 33401

Jan-29-2001 11:55am 01-033050
DRB 12277 Pg 534
Con 735,779.00 Doc 5,150.00
I CAN BE THE FIRST TO KNOW IF YOU AT ANY TIME AT ANY TIME

WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE, made this 12th day of JANUARY, A.D. 2001, between UNITED TECHNOLOGIES CORPORATION, a Delaware corporation, formally known as UNITED AIRCRAFT CORPORATION, a Delaware corporation, whose address is 1 Financial Plaza, Hartford, CT 06101, grantor, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Palm Beach County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Acceptance of Transfer of Title to Donated Lands attached hereto as Exhibit "D" & by reference made a part hereof.

Property Appraiser's Parcel Identification Number: 00-39-41-13-00-000-9000

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

Debra Fisher
(Signature of first Witness)

Debra Fisher
(Printed name of first Witness)

Catherine Bentley
(Signature of second Witness)

Catherine Bentley
(Printed name of second witness)

UNITED TECHNOLOGIES CORPORATION,
a Delaware corporation, formerly known as UNITED
AIRCRAFT CORPORATION, a Delaware corporation

By: William H. Trachsel
William H. Trachsel as Senior Vice President
General Counsel and Secretary

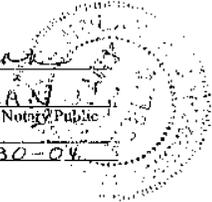
(CORPORATE SEAL)



STATE OF Florida
COUNTY OF Hartford

The foregoing instrument was acknowledged before me this 11th day of January, 2001, William H. Trachsel as Senior Vice President, General Counsel and Secretary of United Technologies Corporation, a Delaware corporation, formerly known as United Aircraft Corporation, a Delaware corporation, on behalf of the corporation. Such person(s) (Notary Public must check applicable box):

Patricia J. Nolan
Notary Public
PATRICIA J. NOLAN
Printed, Typed or Signed Name of Notary Public
Commission No.: 91958
Commission Expires: 11-30-04



NO. 2606
EXHIBIT A
PAGE 4 OF 4

me.
ver license.
as identification.

EXHIBIT "B"

ACCEPTANCE OF TRANSFER OF TITLE TO DONATED LANDS

Board of Trustees of the Internal Improvement Trust Fund of the State of Florida hereby accepts this conveyance as a transfer of title of the real property as described in this Deed in accordance with F. S. 259.04(10)(a).

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

Adrienne Bellflower
(SIGNATURE OF FIRST WITNESS)

BY: Lynda I. Godfrey
Lynda I. Godfrey, Senior Acquisition Review Agent
DIVISION OF STATE LANDS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
as agent for and on behalf of the Board of Trustees
of the Internal Improvement Trust Fund
of the State of Florida

Adrienne Bellflower
(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

Deanne M. Owens
(SIGNATURE OF SECOND WITNESS)

Deanne M. Owens
(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

1-17-01
Date Signed

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 17 day of January, 2001, by Lynda I. Godfrey, Senior Acquisition Review Agent, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

(NOTARY PUBLIC SEAL)



Adrienne Bellflower
Notary Public
Adrienne Bellflower
(Printed, Typed, or Stamped Name of Notary Public)
Commission No.: 725504
My Commission Expires: 4/4/02

NO. 2606
EXHIBIT A
PAGE 5 OF 6

Exhibit "A"

A Parcel of Land lying in Section 13, Township 41 South, Range 39 East, being a portion of the lands described in the Vested Deeds recorded in the Official Records Book 854, Page 1126, in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida; more particularly described as follows:

The Point of Beginning, being the Southwest corner of Section 13, Township 41 South, Range 39 East, per the Agreement Boundary Survey Drawing No. 4140-A, dated December 18, 1956; recorded in Official Records Book 854, Page 1126, in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida; dated December 14, 1962.

Thence N. 00°38'09" W. along the West Boundary of Section 13, as established by the Boundary Line Agreement, a distance of 2286.31 feet, thence S. 45°40'38" E. a distance of 3231.00 feet intersecting the South line of said Section 13, Township 41 South, Range 39 East; thence S. B9°16'54" W. along the South line of said Section 13, Township 41 South, Range 39 East, a distance of 2286.31 feet to the Point of Beginning.

PROPERTY CONTROL NUMBER: 00-39-41-13-00-000-9000

50 Acre Donation Parcel
United Technologies/Prett & Whitney
BSAM File No. 2267

Page 1 of 1

BSAM - 2267
By RB Date 12.4.00

NO. 2616
EXHIBIT A
PAGE 1 OF 1

SOUTH, A DISTANCE OF 934.56 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, PROCEED ALONG A BEARING OF NORTH 89°-16'-01" WEST A DISTANCE OF 7461.33 FEET, MORE OR LESS, TO A POINT ON THE SAID EASTERLY LINE OF THE 660 FOOT RIGHT-OF-WAY FOR FLORIDA POWER AND LIGHT COMPANY, SAID POINT BEING THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF THE ABOVE DESCRIBED PARCEL SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN A CONTINUOUS STRIP OF LAND 300.00 FEET IN WIDTH.

ALSO LESS A PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36, SAID POINT BEING A PALM BEACH COUNTY BRASS DISC SET IN CONCRETE; RUN THENCE SOUTH 89°-41'-07" WEST, ALONG THE SOUTH LINE OF SECTION 36, A DISTANCE OF 12.96 FEET TO THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL L-8; THENCE NORTH 38°-12'-14" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 5676.25 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, NORTH 43°-15'-31" WEST, A DISTANCE OF 364.65 FEET; THENCE NORTH 46°-44'-29" EAST, A DISTANCE OF 660.00 FEET TO THE NORTHEASTERLY LINE OF A FLORIDA POWER AND LIGHT COMPANY EASEMENT, AS DESCRIBED IN OFFICIAL RECORD BOOK 2530, PAGE 1569, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THE PARCEL HEREAFTER DESCRIBED;

THENCE, NORTH 43°-15'-31" WEST ALONG SAID NORTHEASTERLY LINE OF FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF 363.26 FEET; THENCE NORTH 53°-02'-16" EAST, A DISTANCE OF 493.84 FEET; THENCE SOUTH 29°-54'-40" EAST, A DISTANCE OF 179.07 FEET; THENCE SOUTH 10°-03'-17" WEST A DISTANCE OF 560.56 FEET TO THE POINT OF BEGINNING.

ALSO LESS A PARCEL OF LAND IN SECTIONS 25 AND 26, TOWNSHIP 42 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA; RUN THENCE SOUTH 00°-44'-30" EAST, ALONG THE WEST LINE OF SAID SECTION 30, A DISTANCE OF 130.05 FEET; THENCE NORTH 89°-16'-01" WEST, ALONG THE SOUTH LINE OF THAT CERTAIN DEED, RECORDED IN OFFICIAL RECORD BOOK 2321, PAGE 513, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 2754.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°-44'-30" EAST A DISTANCE OF 50.02 FEET; THENCE NORTH 89°-16'-01" WEST, A DISTANCE OF 3450.90 FEET; THENCE SOUTH 85°-14'-36" WEST A DISTANCE OF 981.43 FEET, MORE OR LESS, TO A POINT IN THE NORTHEASTERLY LINE OF THE FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-

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PAGE 11 OF 12
EXHIBIT A
AMENDMENT NO. 3 TO LEASE NO. 2606

WAY AS RECORDED IN OFFICIAL RECORD BOOK 2320, PAGE 1369, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 42°-15'-31" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 200.00 FEET, TO THE SOUTHWEST CORNER OF OFFICIAL RECORD BOOK 2321, PAGE 513, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 89°-16'-01" EAST, ALONG THE SOUTH LINE OF SAID OFFICIAL RECORD BOOK 2321, PAGE 513, A DISTANCE OF 4565.45 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

NOTE: THE ABOVE BEARINGS REFER TO THE STATE PLANE COORDINATE SYSTEM FOR THE EAST ZONE OF FLORIDA, NAD 83, 1990 ADJUSTMENT.

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PAGE 12 OF 12
EXHIBIT A
AMENDMENT NO. 3 TO LEASE NO. 2606

13.2 Easements

**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF HABITAT AND SPECIES CONSERVATION**

MEMORANDUM

Date: June 26, 2009
To: Jeri Bailey
From: Rich Mospens
HSC/THCR 
RE: Electrical Utility Easement from the Florida Fish and Wildlife
Conservation Commission to Florida Power & Light Company to Service
OPS Trailers, J. W. Corbett Wildlife Management Area

Included herewith please find a copy of the fully executed original of the referenced electrical utility easement which was recorded in Palm Beach County Official Records OR Book 23200, Page 1491 on April 28, 2009, along with the routing form.

The easement will run from an FP&L pole near the Corbett office to a power pole to be located near the concerned trailers. The easement is set to run for as long as it is needed for its intended purpose.

Let me know if there are any questions pertaining to this matter.

DIVISION LOG # 1883 CONTRACT NUMBER 08314

CONTRACT ROUTING REVIEW FORM

CONTRACTOR FWC AND FLORIDA POWER & LIGHT COMPANY

VENDOR ID NO. _____ PROCUREMENT METHOD*/BID/RFP NO. N/A

PROJECT TITLE ELECTRICAL UTILITY EASEMENT TO NEW OPS TRAILERS AT J. W. CORBETT WMA

ORIGINATOR/CONTACT RICH MOSPENS PHONE 488-3831, X17289 DIV./OFFICE/MAIL HSC / THCR

NEW** AMENDMENT RENEWS OR EXTENDS **PURCHASING USE ONLY: POSTING - 7 DAY: 72 HR**

EXPENDITURE** REVENUE AGREEMENT EASEMENT/DEED LEASE (INCLUDES WMA OR FMA LEASES)

CONTRACT BEGINS: DATE EXECUTED OR _____ END DATE _____ AS LONG AS EASEMENT IS NEEDED OPTION FOR _____ YEARS

TOTAL CONTRACT AMOUNT \$ _____ PAYMENT AMOUNT \$ _____

BILLING PERIODS: MONTHLY QUARTERLY ANNUALLY OTHER _____

BUILDING INSURANCE TO BE INCURRED BY THE COMMISSION(LEASES) NO YES (Notify Property Administrator)

****NEW EXPENDITURE:** (1) Attach a copy of the State Project checklist or, for Existing State Projects, show the CSFA No. _____
CONTRACTS (2) Vendor/Recipient Checklist: Attached? Yes No - not a State Project per (1) Checklist

ORG. CODE	E.O.	OBJECT CODE	CATEGORY	AMOUNT	PROJECT ID	FY

Certified Minority: Yes No Not Available Not Appl. Minority Category _____ (See reverse side for options)

Commodity Code _____ Federal Funds: Agcy _____ CFDA _____

Routing Order for Approval	Approval (Signature)	Date	Comments
1. Project Leader	<i>M. Brooks</i>	4-13-09	
2. Proj. Budget Mgr. (Expenditure Only)			Budget Authority: <input type="checkbox"/> Existing <input type="checkbox"/> New
3. Div./Reg./Inst./Off. Dir.			
4. Contracts Administrator (Office. Ops)	<i>Lang. Chp</i>	4-14-09	
5. Legal	<i>Julia Nivala</i>	4-20-09	
6. Accounting	<i>S. Bussey</i>	4-22-09	Funds Availability: <u>N/A</u> Yes <input type="checkbox"/> No
7. Dir. of Auditing			
8. Exec./Div./Reg./Inst./Off. Dir. review (check below).			
<input type="checkbox"/> Expenditure Contracts: Return to Originator for Contractor signature. <input type="checkbox"/> Other documents: Send to (circle) Exec./Div./Reg./Inst./Off. Dir. for signature.			Expenditure Contracts: After Contractor signs, send to Exec./Div./Reg./Inst./Off. Director for signature and dating.
9. Exec./Div./Reg./Inst. Dir. execute	<i>Andrew H...</i>	4-27-09	
Originator Copy to Accounting*			Send a complete copy of the Contract & Routing Form
Originator to Contracts Administrator*			Send executed Original Contract & Original Routing Form
Contracts Admin.. to Central Files*			

FWC 167/rev. 04/07 \SHARE\FORMS\CONROUTE.167

*See reverse for Codes/Definitions/Distribution

Work Order No. _____
Easement No. _____
Within BOT Lease
No. N/A

Sec. 1, Twp 42S, Rge 40E
Parcel I.D. #00-40-42-01-00-
000-9000
(Maintained by County Appraiser)
Form 3722 (Stocked) Rev. 7/94

EASEMENT

This Instrument Prepared By

Name: Rich Mossens
Co. Name: FFWCC
Address: 620 S. Meridian St.
Tallahassee, FL 32399-1800



CFN 20090141522
OR BK 23200 PG 1491
RECORDED 04/28/2009 16:44:46
Palm Beach County, Florida
AMT 1.00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1491 - 1493; (3pgs)

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Company, its licensees, agents, successors, and assigns, a non-exclusive easement for as long as the easement is used for the purpose for which it was granted for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for electrical purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on April 27, 2009.

Signed, sealed and delivered
in the presence of:

Witness Signature

C. Tomoka Brady
Type/Print Witness Name

Nancy P. Frier
Witness Signature

Nancy P. Frier
Type/Print Witness Name

**STATE OF FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

By:
Kenneth Haddad, Executive Director, State of Florida Fish
and Wildlife Conservation Commission

Approved as to Form and Legality
By: Juilla Thialler
FFWCC Attorney

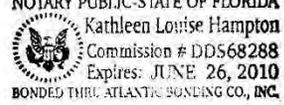
STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 27 day of April, 2009, by Nick Wiley, as Asst. Exec. Director, acting for and on behalf of the State of Florida Fish and Wildlife Conservation Commission. He is personally known to me.

Notary Public,
Signature:

Print Name: NOTARY PUBLIC-STATE OF FLORIDA

My Commission Expires:



(SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION

A FLORIDA POWER & LIGHT EASEMENT, LYING IN SECTION 1, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, BEING 10 FEET IN WIDTH, LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 1;
 THENCE ALONG THE EAST LINE OF SAID SECTION 1, S00°17'57"E FOR 1316.49 FEET;
 THENCE DEPARTING SAID EAST LINE, S89°42'03"W FOR 1152.96 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE.

THENCE S13°59'01"W FOR 170.00 FEET;
 THENCE S54°26'54"E FOR 35.00 FEET TO THE END OF CENTERLINE.

CONTAINING 2050 SQUARE FEET, MORE OR LESS.

BEARING BASIS: S00°17'57"E ALONG THE EAST LINE OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 40 EAST

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED BELOW.

ABBREVIATIONS

P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 C - CENTERLINE
 FPL - FLORIDA POWER & LIGHT

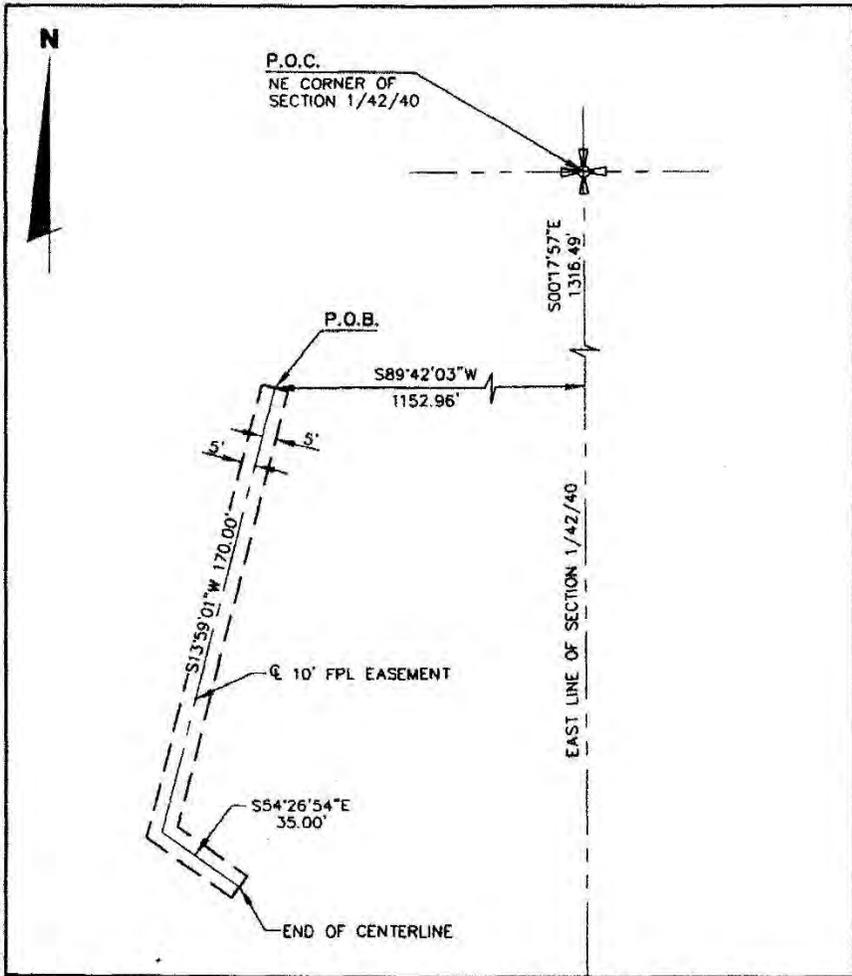
John E. Phillips III
 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: 4/2/09



BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 501 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION

DRAWN: DKN	PROJ. No. 09-020
CHECKED: TB	SCALE: NONE
10' FPL EASEMENT J.W. CORBETT AREA	DATE: 4/2/2009 SHEET 1 OF 2



B
BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
 (561) 615-3986, (561) 615-3986 FAX

SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION
 THIS SKETCH IS NOT A SURVEY

DRAWN: DKN	PROJ. No. 09-020
CHECKED: TB	SCALE: 1" = 40'
10' FPL EASEMENT J.W. CORBETT AREA	DATE: 4/2/2009
	SHEET 2 OF 2

This Instrument prepared by and return to:
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399
Mail Station # 5B7

Easement Number 13510
Corbett WMA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
STATE OF FLORIDA

AMENDMENT NUMBER 1 TO FWC EASEMENT NUMBER 13510
CORBETT EASTERN PERIMETER LINEAR FACILITIES EASEMENT

THIS EASEMENT AMENDMENT is entered into this 20 day of
November, 2014, by and between the FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION, A STATE OF FLORIDA CONSTITUTIONAL AGENCY, hereinafter
referred to as "GRANTOR" and the SOUTH FLORIDA WATER MANAGEMENT DISTRICT,
hereinafter referred to as "GRANTEE";

WITNESSETH

WHEREAS, GRANTOR, by virtue of Chapter 379, Florida Statutes, GRANTOR
holds title to certain lands and property located in Palm Beach County known
as the J. W. Corbett Wildlife Management Area, hereinafter referred to as
"Corbett" which are managed by Grantor for public conservation purposes for
the use and benefit of the State of Florida as stipulated in the covenants and
laws governing such lands; and

WHEREAS, on August 3, 2005, GRANTOR granted the Corbett Eastern
Perimeter Linear Facilities (CEPLF) Easement, recorded in Official Records
Book 19023, Page 1733, of the Public Records of Palm Beach County, Florida,
hereinafter referred to as the CEPLF Easement, incorporated into this document
as Exhibit "A", to Palm Beach County, hereinafter referred to as the "County",
for various purposes, including but not limited to, road right of way, canal
maintenance road, electrical sub-station and canal/flow way purposes on
Corbett lands to facilitate development of the Palm Beach County
Biotechnology Research Park, hereinafter referred to as the "Park" on property
known as the "Mecca Farms Tract" that was proposed to be located adjacent to
Corbett;

WHEREAS the CEPLF Easement was approved by the Board of Trustees of the
Internal Improvement Trust Fund of the State of Florida, hereinafter referred
to as the "Board of Trustees", contingent on a Scripps Biotechnology Research
Facility, hereinafter referred to as the "Scripps Facility", being located
within the Park;

WHEREAS the Scripps Facility was subsequently located and developed at another location in the County other than the Park;

WHEREAS, pursuant to the Assignment and Assumption of Easement recorded in Official Records Book 26517, Page 907, of the Public Records of Palm Beach County, Florida (the "Assignment"), the CEPLF Easement was subsequently assigned by the County to GRANTEE as it pertains to the legal property description designated within the CEPLF Easement as Easement Area A, Easement Area B, Easement Area C and Easement Area E;

WHEREAS, GRANTOR AND GRANTEE desire to amend the CEPLF Easement, as amended by the Assignment, to complete the authorizations and approvals recently approved by the Grantor, the Board of Trustees and the Acquisition and Restoration Council, hereinafter referred to as the "Council" and to affirm the purpose and use of the CEPLF Easement;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The CEPLF Easement, as amended by the Assignment, is hereby amended to remove and nullify the Board of Trustees' original approval condition making the use of the CEPLF Easement contingent upon the Scripps Facility being located on the Mecca Farms Tract within the Park adjacent to Corbett and now and forevermore such contingency condition is and shall remain null and void for the CEPLF Easement, as amended by the Assignment.
2. The CEPLF Easement, as amended by the Assignment, is hereby amended to affirm that GRANTEE is fully authorized to use any and all of the property contained within the legal property description designated within said the CEPLF Easement as Easement Area A, Easement Area B, Easement Area C and Easement Area E respectively, for road right of way, canal maintenance road, electrical sub-station and canal/flow way purposes, canal, levee, water management, in any configuration, design and manner as GRANTEE deems necessary to effectuate said purposes. To further clarify, GRANTOR confirms and affirms that, the GRANTEE is fully authorized to use all CEPLF Easement areas as GRANTEE deems necessary to effectuate any or all of the aforementioned said purposes.
3. The terms of this Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
4. It is understood and agreed by GRANTOR and GRANTEE that in each and every respect the terms and conditions of The CEPLF Easement, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by GRANTOR and GRANTEE as of the effective date of this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year first above written.

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Tom Austin
Witness
Tom Houston
Print/Type Witness Name
William R Cline
Witness
William R Cline
Print/Type Witness Name

By: [Signature] (SEAL)
Nick Wiley, Executive Director

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 13th day of November, 2014, by, Nick Wiley, as Executive Director and or Eric Sutton, agent for and on behalf of the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, he is personally known to me.



Kristina Butler
Notary Public, State of Florida
Kristina Butler
Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: [Signature]
FWC Attorney

THIS SPACE LEFT INTENTIONALLY BLANK.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Robert Schaeffer
Witness

Robert Schaeffer
Print/Type Name

Angela M. Wolf
Witness

Angela M. Wolf
Print/Type Name

By: Richard Bassell (SEAL)

Richard Bassell
Print/Type Name

Title: P.E. Manager, Saton & Main

"GRANTEE"

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 20th date of November, 2014, by Richard Bassell as Section Admin of South Florida Water Management District. He/She is personally known to me or has produced valid State DL as identification.

Angela M. Wolf
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



EXHIBIT "A"

5. Easement Area E (as described in Exhibit E hereof): The planned construction of a "canal/flow way", by the South Florida Water Management District (SFWMD) (approximately 13.92 acres); and

WHEREAS, the managing agency has agreed to the proposed uses of the five Easement Areas under this instrument.

NOW THEREFORE, GRANTOR, for and in consideration of the mutual covenants and agreements hereinafter contained, have granted, and by these presents does hereby grant unto Grantee, exclusive easements in the following described real property, in Palm Beach County, Florida, to-wit:

(See Exhibit "A", "B", "C", "D" and "E" attached hereto and incorporated herein by reference) (The above described easement areas are collectively described herein as Easement Areas and individually described as Easement Area A, Easement Area B, Easement Area C, Easement Area D and Easement Area E).

The foregoing grant of easements is subject to the following terms and conditions:

1. TERM: The term of this Easement shall be perpetual.
2. USE AND MAINTENANCE OF PROPERTY; CORRETT ACCESS; WASTE: The use of the Easement Areas shall be limited to the uses as defined and permitted above together with the right to construct, operate, maintain, alter, enlarge, repair, replace, and modify improvements for such uses therein, including, without limitation, roads, sidewalks, hiking and equestrian trails (such trails shall be permitted in Easement Areas A and B only), canals (canals shall be permitted in Easement Area E only), pumps, poles, wires, guys, cables, conduits, anchors, pipelines, appurtenant equipment for communication purposes, structures, pipes, ditches, landscaping, irrigation, lighting, traffic signals, utilities, other related appurtenant improvements, and ingress and egress across the Easement Areas. Grantee shall have the right to

Page 2 of 22

permit other utility providers using the public road rights-of-way to utilize Easement Areas A and D for transmission purposes. This Easement shall be exclusive.

GRANTOR, as the managing agency for Corbett, currently maintains ingress and egress for the public and general management access to Corbett across portions of the Easement Areas. GRANTOR and GRANTEE agree that this access will be continued uninterrupted as it now exists; provided that the existing access will be terminated upon completion and GRANTOR acceptance of an easement and alternative access provided by GRANTEE. As part of GRANTOR's acceptance of such easement and alternative access, GRANTOR must approve the location, design and construction of such alternative access. In addition, GRANTEE may request temporary alterations to the existing Corbett access during construction on the Easement Areas, provided such temporary alterations do not reduce the quantity or quality of Corbett access, and provided GRANTEE obtains prior approval from GRANTOR for such temporary alterations.

GRANTEE shall not damage nor permit damage to adjacent real property (including natural resources and wildlife) owned by GRANTOR through any use of the Easement Areas. GRANTEE shall not remove water from any source on the Easement Areas including, but not limited to, a watercourse, reservoir, spring, or well, in a manner which adversely affects the quantity or quality of water on adjacent real property owned by GRANTOR, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris and refuse including, but not limited to, cleared vegetation, containers, papers, discarded tools and trash and dispose of the same in a satisfactory manner as to keep the Easement Areas clean and free of such debris. GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, chemicals or other agents produced or used in

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Book19023/Page1735

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GRANTEE'S operations, on this Easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the subject property which is a result of GRANTEE'S operations and use of the subject property.

3. ASSIGNMENT: This Easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect. Notwithstanding the foregoing, GRANTEE may assign the following portions of the Easement with all requirements and obligations of this Easement, provided any such assignment is in the form set forth in Attachment 1 hereof which contains a full assumption by the assignee of all GRANTEE'S obligations under this Easement:

a. Easement Area C to Florida Power & Light Company (FPL), together with portions of Easement Area E as determined by GRANTEE, and a fifty foot (50') wide crossing strip within Easement Area E from Easement Area C to Easement Area E.

b. Easement Areas B & E (subject to FPL use, if any) to SFWCD.

After any such assignment, the term Easement Areas as used herein, when applied to County, shall no longer include the particular Easement Area(s) assigned, provided that the County will remain responsible for its obligations under this Easement prior to the assignment. The County will provide the GRANTOR a copy of any assignment within a reasonable time after the date of the assignment. Any assignment other than an assignment on the form set forth in Attachment 1 from GRANTEE to FPL, or GRANTEE to SFWCD, shall be void and of no legal effect if made without the prior written consent of GRANTOR.

4. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right upon reasonable prior notice

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to inspect the Easement Areas and the works of GRANTEE in any matter pertaining to this Easement.

5. NON-DISCRIMINATION: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this Easement or upon lands adjacent to and used as an adjunct of this Easement.

6. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

7. COMPLIANCE WITH LAWS: GRANTEE shall obtain all applicable permits and comply with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

8. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this Easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

9. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this Easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien, claim or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property

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described in Exhibit "A", "B", "C", "D" or "E" or against any interest of GRANTOR therein, without GRANTOR'S written agreement. (It is understood that at the time of the assignment to FPL, the interest of FPL in the easement will be encumbered by a blanket mortgage/deed of trust held by Deutsche Bank Trust Company of Americas; however, this lien shall not affect the interest of GRANTOR in the underlying fee.)

10. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this Easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11. ENTIRE UNDERSTANDING: This Easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

12. TIME: Time is expressly declared to be of the essence of this Easement.

13. PUBLIC RECORDS: This Easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials relating to this Easement, pursuant to Chapter 119, Florida Statutes.

14. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the Easement Areas or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this Easement.

15. REVERSION UPON TERMINATION OF USE: This Easement shall terminate as to any Easement Area, and the easement interest revert to the underlying fee interest, upon termination of the use for that Easement Area as described in this Easement. Reasonable delay in commencing to utilize an Easement Area

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will not constitute termination under this paragraph. Upon termination of this Easement or part thereof GRANTEE shall restore the lands for which the Easement is terminated to substantially the same condition as existed on the effective date of this Easement.

16. RECORDING OF EASEMENT: The GRANTEE, at its own expense, shall record this fully executed Easement in its entirety in the public records of the county in which the Easement Areas are located, and shall provide to the GRANTOR a copy of the recorded Easement in its entirety which contains the O.R. Book and Pages at which the Easement is recorded.

17. GOVERNING LAW: This Easement shall be governed by and interpreted according to the laws of the State of Florida.

18. SECTION CAPTIONS: Articles, subsections and other captions contained in this Easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Easement or any provisions thereof.

19. WAIVER OF JURY TRIAL: As part of the consideration for this Easement, the parties hereby waive trial by jury in action brought by either party pertaining to any matter whatsoever arising out of or in any way connected with this Easement.

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IN WITNESS WHEREOF, the parties have caused this Easement to be executed the day and year first above written.

GRANTOR

Florida Fish and Wildlife Conservation Commission, successor to Florida Game and Freshwater Fish Commission

Brenda Collins
Witness
Brenda Collins
Print/Type Witness Name

By: Kenneth D. Haddad (SEAL)

Kenneth D. Haddad
Kenneth D. Haddad, Executive Director

Witness
Karen Mary Marsa
Print/Type Witness Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
[Signature] 7/10/05
Commission Attorney

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 20th day of June, 2005, by Kenneth D. Haddad, Executive Director. He is personally known to me.

Jane A. Koerber-Chabre
Notary Public, State of Florida
Jane A. Koerber-Chabre
Print/Type Notary Name

Commission Number:

Commission Expires:

 Jane A. Koerber-Chabre
My Commission 00250226
Expires November 07 2007

Approved as to Form and Legality

By: _____
FNC Attorney

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R2005. 1178

JUN 21 2005

GRANTEE

PALM BEACH COUNTY BY
ITS BOARD OF COUNTY COMMISSIONERS

By: Addie Greene
Tony Masilotti, Chairman

Addie L. Greene, Vice Chairperson

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: Judith [Signature]
Deputy Clerk



APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Department Director

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 21st
day of June, 2005, by Tony Masilotti as Chairman of the Board of County
Commissioners of Palm Beach County, Florida. He is personally known to me.

Gloria Madison
Notary Public, State of Florida

Gloria Madison
Print/Type Notary Name

Commission Number:

Commission Expires:



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EXHIBIT "A"
LEGAL DESCRIPTION OF EASEMENT AREA A.

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LEGAL DESCRIPTION:

A PARCEL OF LAND IN SECTIONS 12 AND 13, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EAST QUARTER CORNER OF SAID SECTION 13; THENCE ALONG THE EAST LINE OF SAID RANGE 40 EAST, N01°25'15"E FOR 334.69 FEET TO THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 42 SOUTH, RANGE 41 EAST; THENCE CONTINUE N01°25'15"E FOR 2305.55 FEET TO THE NORTHEAST CORNER OF SAID SECTION 13; THENCE CONTINUE N01°25'15"E FOR 378.82 FEET TO THE SOUTHWEST CORNER OF THE PLAT OF PALM BEACH COUNTY BIOTECHNOLOGY RESEARCH PARK AS RECORDED IN PLAT BOOK 103, PAGE 108 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N02°47'38"E ALONG THE WEST PLAT BOUNDARY OF SAID PLAT FOR 645.91 FEET; THENCE DEPARTING SAID WEST PLAT BOUNDARY, S15°47'13"W FOR 58.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2382.38 FEET; THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°21'58" FOR 597.34 FEET TO A POINT OF TANGENCY ON A LINE LYING 73.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF RANGE 40 EAST; THENCE ALONG SAID PARALLEL LINE, S01°25'15"W FOR 661.94 FEET; THENCE S88°34'45"E FOR 13.00 FEET TO A LINE LYING 60.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF RANGE 40 EAST; THENCE ALONG SAID PARALLEL LINE, S01°25'15"W FOR 2156.88 FEET TO THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 13; THENCE ALONG SAID EAST-WEST QUARTER SECTION LINE, N89°52'25"E FOR 80.02 FEET TO THE POINT OF BEGINNING.

73' - 60' ROAD RW

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of 22

BSM APPROVED
By DAT Date 6/22/05

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EXHIBIT "B"
LEGAL DESCRIPTION OF EASEMENT AREA B.

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LEGAL DESCRIPTION:

A PARCEL OF LAND IN SECTIONS 12 AND 13, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST QUARTER CORNER OF SAID SECTION 13; THENCE ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 13, S89°52'25"W FOR 80.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°52'25"W FOR 40.01 FEET TO A LINE LYING 100.00 FEET WEST OF, AND PARALLEL WITH, THE EAST LINE OF SAID RANGE 40 EAST; THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 3018.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2408.36 FEET; THENCE NORTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°21'58" FOR 604.11 FEET TO A POINT OF TANGENCY; THENCE N15°47'13"E FOR 173.35 FEET TO THE WEST PLAT BOUNDARY OF PALM BEACH COUNTY BIOTECHNOLOGY RESEARCH PARK AS RECORDED IN PLAT BOOK 103, PAGE 108 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID WEST PLAT BOUNDARY, S02°47'38"W FOR 120.04 FEET; THENCE S15°47'13"W FOR 56.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, CONCENTRIC WITH THE LAST-DESCRIBED CURVE, AND HAVING A RADIUS OF 2382.38 FEET; THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°21'58" FOR 597.34 FEET TO A POINT OF TANGENCY ON A LINE LYING 73.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF RANGE 40 EAST; THENCE ALONG SAID PARALLEL LINE, S01°25'15"W FOR 861.94 FEET; THENCE S88°34'45"E FOR 13.00 FEET TO A LINE LYING 80.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF RANGE 40 EAST; THENCE ALONG SAID PARALLEL LINE, S01°25'15"W FOR 2158.88 FEET TO THE SAID EAST-WEST LINE QUARTER SECTION LINE OF SECTION 13 AND THE POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF A 185' FPL EASEMENT, RECORDED IN OFFICIAL RECORD BOOK 785, PAGE 88, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH A LINE LYING 250.00 FEET WEST OF, AND PARALLEL WITH, THE EAST LINE OF SAID SECTION 13; THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 404.01 FEET; THENCE S88°34'45"E FOR 150.00 FEET TO A LINE LYING 100.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF SAID SECTION 13 AND THE POINT OF BEGINNING; THENCE CONTINUE S88°34'45"E FOR 40.00 FEET TO A LINE LYING 80.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF SAID SECTION 13; THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 50.00 FEET; THENCE N88°34'45"W FOR 40.00 FEET THENCE S01°25'15"W FOR 50.00 FEET TO THE POINT OF BEGINNING.

CANAL MAINTENANCE RW

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of 22

BSM APPROVED
By GT Date 6/22/05



EXHIBIT "C"
LEGAL DESCRIPTION OF EASEMENT AREA C.

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LEGAL DESCRIPTION:

A PARCEL OF LAND IN SECTION 13, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EASTERLY LINE OF A 185' FPL EASEMENT, RECORDED IN OFFICIAL RECORD BOOK 785, PAGE 68, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH A LINE LYING 250.00 FEET WEST OF, AND PARALLEL WITH, THE EAST LINE OF SAID SECTION 13; THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 404.01 FEET; THENCE S88°34'45"E FOR 190.00 FEET TO A LINE LYING 60.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF SAID SECTION 13; THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 50.00 FEET; THENCE N88°34'45"W FOR 190.00 FEET TO SAID LINE LYING 250.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF SAID SECTION 13; THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 400.00 FEET; THENCE N88°34'45"W FOR 627.90 FEET TO THE SAID EASTERLY LINE OF A 185' FPL EASEMENT; THENCE ALONG SAID EASTERLY LINE, S34°54'14"E FOR 1060.00 FEET TO THE POINT OF BEGINNING.

BEARING BASIS: N01°25'15"E ALONG THE EAST LINE OF SECTION 13/42/40.

FPL SUBSTATION

BSM APPROVED
By GT Date 6/22/05

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EXHIBIT "D"
LEGAL DESCRIPTION OF EASEMENT AREA D.

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LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN SECTION 24, TOWNSHIP 41 SOUTH,
RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA;

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 24; THENCE
ALONG THE EAST LINE OF SAID SECTION 24, SOUTH 00° 27' 06" EAST, A
DISTANCE OF 831.00 FEET TO A POINT OF INTERSECTION WITH A NON-
TANGENT CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF
1400.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 79° 24' 22"
WEST; THENCE, DEPARTING SAID EAST LINE, NORTHERLY ALONG THE
ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
28° 48' 30", A DISTANCE OF 703.92 FEET TO A POINT ON THE NORTH LINE
OF SAID SECTION 24; THENCE, ALONG SAID NORTH LINE, SOUTH 89° 58'
23" EAST, A DISTANCE OF 289.37 FEET TO THE POINT OF BEGINNING.

ALL BEARINGS SHOWN HEREIN ARE BASED ON THE EAST LINE OF
SECTION 24, TOWNSHIP 41 SOUTH, RANGE 40 EAST, PALM BEACH
COUNTY, FLORIDA, SAID LINE IS ASSUMED TO BEAR SOUTH 00° 27' 06"
EAST.

BSM: *Hayden*

REVISED

DATE: July 11, 2005

R/W PARCEL 102

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of 22*

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EXHIBIT "E"
LEGAL DESCRIPTION OF EASEMENT AREA E.

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LEGAL DESCRIPTION:

A PARCEL OF LAND IN SECTIONS 12 AND 13, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE EAST QUARTER CORNER OF SAID SECTION 13; THENCE ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 13, S89°52'25"W FOR 100.03 FEET TO A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID RANGE 40 EAST, AND THE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 3019.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2409.38 FEET; THENCE NORTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°21'58" FOR 804.11 FEET TO A POINT OF TANGENCY; THENCE N15°47'13"E FOR 173.35 FEET TO THE WEST PLAT BOUNDARY OF PALM BEACH COUNTY BIOTECHNOLOGY RESEARCH PARK AS RECORDED IN PLAT BOOK 103, PAGE 108 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID WEST PLAT BOUNDARY, N02°47'38"E FOR 487.45 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1584.01 FEET, WHERE A RADIAL LINE BEARS S81°09'40"E; THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13°03'07" FOR 358.28 FEET TO A POINT OF TANGENCY; THENCE S15°47'13"W FOR 295.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2559.38 FEET; THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°21'58" FOR 641.72 FEET TO A POINT OF TANGENCY ON A LINE LYING 250.00 FEET WEST OF AND PARALLEL WITH THE SAID EAST LINE OF RANGE 40 EAST; THENCE ALONG SAID PARALLEL LINE, S01°25'15"W FOR 3023.91 FEET TO THE SAID EAST-WEST QUARTER SECTION LINE OF SECTION 13; THENCE ALONG SAID EAST-WEST QUARTER SECTION LINE, N89°52'25"E FOR 150.05 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF A 185' FPL EASEMENT, RECORDED IN OFFICIAL RECORD BOOK 785, PAGE 88, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH A LINE LYING 250.00 FEET WEST OF, AND PARALLEL WITH, THE EAST LINE OF SAID SECTION 13; THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 404.01 FEET TO THE POINT OF BEGINNING; THENCE S88°34'45"E FOR 150.00 FEET TO A LINE LYING 100.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF SAID SECTION 13; THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 50.00 FEET; THENCE N88°34'45"W FOR 150.00 FEET TO SAID LINE LYING 250.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF SAID SECTION 13; THENCE ALONG SAID PARALLEL LINE, S01°25'15"W FOR 50.00 FEET TO THE POINT OF BEGINNING.

150' CANAL RW

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of 22

BSM APPROVED
By CT Date 6/22/05

ATTACHMENT 1 - Required form of assignment

PREPARED BY AND RETURN TO:
Ben Williamson
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
3323 BELVEDERE ROAD, BUILDING 503
WEST PALM BEACH, FL 33406-1548

PROPERTY CONTROL NUMBER: A portion of _____

ASSIGNMENT AND ASSUMPTION OF EASEMENT

This ASSIGNMENT AND ASSUMPTION OF EASEMENT (the "Assignment") is made _____ by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is Property and Real Estate Management Division, 3323 Belvedere Road, Building 503, West Palm Beach, FL 33406-1548 (hereinafter referred to as "Assignor" or the "County") and [FP&L or SFWMD only:] _____, whose legal mailing address is _____, Florida _____ (hereinafter "Assignee" or " _____ ").

WITNESSETH:

WHEREAS, the Florida Fish And Wildlife Conservation Commission ("FWC") granted County an easement across five (5) specified easement areas within the J.W.Corbett Wildlife Management Area ("hereinafter "Corbett") pursuant to an easement recorded in Official Records Book _____, Page _____, Public Records of Palm Beach County (the "Easement");

WHEREAS, the Easement authorizes County to assign all or a portion of its interest in certain Easement Areas to Assignee, provided that any such assignment contains a full assumption by Assignee of all of County's obligations imposed upon the County by the Easement relating to the particular assigned Easement Area, in which event County shall be released from all obligations under the Easement relating to the Easement Area, or a portion thereof, assigned hereby arising subsequent to the Effective Date of this Assignment .

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. County does hereby grant, bargain, sell, assign, transfer and set over unto Assignee, County's rights, title and interest in and to that certain interest in the Easement identified on Exhibit "A" attached hereto.

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2. Assignee hereby assumes all of County's liabilities and obligations set forth in the Easement with respect to the interest in the Easement assigned hereby arising subsequent to the Effective Date of this Assignment and agrees to be bound by all of the terms, conditions and covenants contained in the Easement relating to the interest assigned hereby as though originally the Grantee thereunder.

3. This Assignment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties, approved by the Palm Beach County Board of County Commissioners, and recorded (the recording date being the "Effective Date").

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption of Easement to be executed by their undersigned duly authorized representatives.

ASSIGNOR:
PALM BEACH COUNTY, a political
Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

ATTEST:
Sharon R. Bock, Clerk and Comptroller

Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

BY: _____
Tony Masilotti, Chairman

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Department Director

ASSIGNEE:

_____, a

By: _____

Print Name and Title

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Witness signature

Attest: _____

Print Witness name

STATE OF FLORIDA :
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this ____ day of _____, 200_ by Tony Masilotti, as Chairman of the Board of County Commissioners of Pam Beach County, [] who is personally known to me, or [] who has produced _____ as identification.

(Seal)

Notary Public, State of Florida

Print Notary Name

Commission Number: _____
My Commission expires: _____

STATE OF FLORIDA :
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this ____ day of _____, 200_ by _____, the _____ of the said _____, [] who is personally known to me, or [] who has produced _____ as identification.

(Seal)

Notary Public, State of Florida

Print Notary Name

Commission Number: _____
My Commission expires: _____

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CLOSING/SETTLEMENT STATEMENT APPROVAL FORM
(ALL FLORIDA LAND TITLE COMPANY)

SELLER(S): State of Florida Fish and Wildlife Conservation
Commission, a State of Florida Constitutional agency

BUYER(S)/BORROWER(S): South Florida Water Management District

PROPERTY DESCRIPTION: Water Management Easement, Palm Beach County , FL

SETTLEMENT DATE: November 20, 2014

We hereby acknowledge that we have received and approved the Closing/Settlement Statement and all entries thereon relative to the above matter.

We understand that the Closing/Settlement Statement entries relating to fees paid to All Florida Land Title Company, unless otherwise specifically identified, are for its services rendered in the processing and closing of this transaction, which services are limited to one or more of the following: (a) obtaining and delivering title information; (b) obtaining and delivering Owner's and/or Mortgagee's Title Insurance Policies issued in connection herewith; (c) preparation of standard or customary closing documents; and (d) performing usual or customary duties of a closing agent in Florida. We further understand that any interest or other benefit accruing from any funds received by All Florida Land Title Company belongs to said Company.

We further confirm(s) that (a) no legal advice or services were rendered to or performed for us by All Florida Land Title Company or Jeck Harris Raynor & Jones, P.A., in connection with this transaction, (b) any and all closing documents including, but not limited to, deeds, bills of sale, promissory notes, mortgages, affidavits, title information, title commitment and survey, if any, have been reviewed and found acceptable by us, (c) we have been advised to obtain our own attorneys, have had sufficient time within which to retain our own attorneys and have voluntarily decided not to retain our own attorneys in connection with this transaction or, alternatively, we have retained our own attorneys.

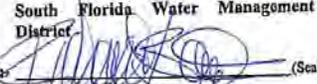
SELLER(S):

State of Florida Fish and Wildlife
Conservation Commission

By:  (Seal)
Authorized Signatory

BUYER(S)/BORROWER(S):

South Florida Water Management
District

By:  (Seal)
Authorized Signatory

**COMPLIANCE AGREEMENT AND NON-COERCION STATEMENT
(ALL FLORIDA LAND TITLE COMPANY)**

BUYER: South Florida Water Management District

SELLER: State of Florida Fish and Wildlife Conservation Commission

PROPERTY ADDRESS: Water Management Easement, Palm Beach County , FL

DATE: November 20, 2014

The undersigned Buyer and Seller for and in consideration of closing/title agent ALL FLORIDA LAND TITLE COMPANY (the "Closing Agent") this day disbursing the funds for the closing of this transaction (the "Closing") agree, if required by Closing Agent, to fully cooperate and adjust for clerical errors on any or all closing documentation. Said adjustments to be made if deemed necessary or desirable in the reasonable discretion of Closing Agent. The undersigned Buyer and Seller further agree as follows:

1. To cooperate fully with Closing Agent in all efforts to assure that all correct documents and required sums for closing are collected from the appropriate parties. Further, the undersigned agree that should an oversight or error occur in the documents or the collection of said correct documents or required sums the undersigned will immediately upon written or verbal notification make any required corrections and pay additional monies required.
2. Buyer further acknowledges that neither Seller nor any other party to the Closing directly or indirectly "required" Buyer to use the services of any particular or specific title company or settlement agent as such terms are defined in 12 U.S.C. 2601 and Regulation X Promulgated in connection herewith.
3. Sometimes recording fees and courier/express mail fees may vary due to the exact amounts being unknown at the time of Closing. Therefore, the undersigned acknowledge that monies collected for recording and courier/express mail fees may be more or less than the amount collected on the closing statement. Any shortfalls or overages shall be considered the cost of doing business. Closing Agent will neither refund nor collect said differences.

4. Buyer has performed a "walk-through" inspection of the property and has received all ordered inspections, and shall not hold Closing Agent responsible in any way for said walk-through or other inspections or the physical condition of the property purchased by Buyer.

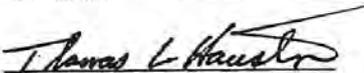
Buyer:

South Florida Water Management District

By: 
Authorized Signatory

Seller:

State of Florida Fish and Wildlife Conservation
Commission

By: 
Authorized Signatory

Prepared by and Return to:

Tom Houston
Land Conservation Coordinator
Florida Fish and Wildlife Conservation Commission

CONSENT AND RELEASE

THIS CONSENT AND RELEASE is made as of September 26, 2014, by UNITED TECHNOLOGIES CORPORATION, a Delaware corporation, as successor to United Aircraft Corporation, (hereinafter "United").

WHEREAS, United previously entered into a certain Agreement dated September 5, 1956 (hereinafter the "AGREEMENT") attached hereto as EXHIBIT A, with the GAME AND FRESH WATER FISH COMMISSION now established as the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (hereinafter "FWC"), setting forth the terms and conditions under which the exchange of certain lands were to be effected in order to establish the plant site of United as same was defined in the Agreement; and

WHEREAS, the agreement states that:

"so long as State shall be the owner of the Management Area (as enlarged by the Contiguous Lands), the State shall use all portions of such Management Area solely and exclusively as a Wild Life Restoration Project as defined in 16 U.S.C.A. Section 669a and in regulations of the Secretary of the Interior promulgated under 16 U.S.C.A. Section 669i.

...Should the State be desirous of disposing of, by sale, lease or otherwise, all, or any portion of such Management Area, the State shall first offer the same to Aircraft before offering it to any other person or body, public or private"; and

WHEREAS, FWC has advised United that FWC has agreed to grant South Florida Water Management district (hereinafter "District"), an easement permitting District to use property in the J.W. Corbett Wildlife Management Area (hereinafter "**MANAGEMENT AREA**"), consisting of an easement 135 feet in width and totaling approximately 76.0 acres as identified on "**EXHIBIT B**" attached hereto and made a part hereof, to aid in flood protection, for ongoing Loxahatchee River Watershed restoration, and for water management work, including but not limited to improvement and maintenance of the M-O Canal and construction and maintenance of levees and waterways; and

WHEREAS, as to the properties described in **EXHIBIT B**, United has agreed to: consent to the release and restriction of sole and exclusive use of the managed area, release its right of first refusal

under the **AGREEMENT**, consent to the grants of the rights hereinabove described, and release all interests it may have in and to said properties in the **MANAGEMENT AREA** identified in Exhibit "B".

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, United, as to its rights under the Agreement in and to said properties within the **MANAGEMENT AREA** identified in EXHIBIT "B", does hereby:

1. Consent to the release of the restriction of sole and exclusive use of said properties as a Wildlife Restoration Project;
2. Release its first right of refusal as to the disposition of the said properties;
3. Consent to the grants of the easements and rights of way hereinabove described; and
4. Release any and all interest it may have in and to the said properties.

This instrument is not intended to affect and shall not release, serve as consent or otherwise impact any other interest of either FWC or United under the terms of the Agreement.

IN WITNESS WHEREOF, United has caused these present to be executed in its name by L. Renee Welsh, the Director, Facility Services, Pratt & Whitney of United, the day and year aforesaid.

UNITED TECHNOLOGIES CORPORATION

A Delaware corporation

By: 

L. Renee Welsh

Print/Type name

Its: Director, Facility Services, Pratt & Whitney

Signed, sealed and delivered

In the presence of: 

Witness GFBwisi

Print Witness Name

(Seal)

Witness Barbara Kradae

Print Witness Name Barbara Kradae

Personally appeared before me L. Renee Welsh as Associate General Counsel for United Technologies Corporation, a Delaware corporation, who is personally known to me, and who acknowledged that she executed the forgoing instrument as an officer of said corporation.

Donna M. Tully

Notary Public, State of *CONNECTICUT*

DONNA M. TULLY

Print/Type notary name

My commission expires: _____

Commission Number: _____

(Stamp)



STATE OF CONNECTICUT

COUNTY OF HARTFORD

7

My Commission Expires Mar 31 2012
Connecticut
Notary Public
DOMINA M. JULY



EXHIBIT "A"

OFFICE
RECORD

11 MAR 525

AGREEMENT

THIS AGREEMENT made this 5th day of September, 1956, by and between UNITED AIRCRAFT CORPORATION, a Delaware corporation with an office and place of business (Pratt & Whitney Aircraft Division) at East Hartford, Connecticut, duly qualified to transact business in Florida, hereinafter called "Aircraft"; and the GAME AND FRESH WATER FISH COMMISSION OF THE STATE OF FLORIDA, with its principal office in Tallahassee, Leon County, Florida, hereinafter called "State";

WITNESSETH:

WHEREAS, Aircraft is desirous of locating a site for an industrial plant for the engineering, manufacturing and testing of aeronautical products in a portion of certain lands owned by the State of Florida for the use and benefit of the Game and Fresh Water Fish Commission, such lands being known as the J. V. Corbett Wild Life Management Area, (hereinafter called "Management Area"); and

WHEREAS, the State of Florida, its various boards, commissions and agencies and the People of the State of Florida are desirous of having Aircraft locate and operate an industrial plant at the site aforesaid; and

WHEREAS, in order to permit Game and Fresh Water Fish Commission to discharge properly its statutory responsibilities, it is necessary for the State to acquire for the use and benefit of said Commission, in exchange for the land to be conveyed by the State to Aircraft (such lands to be so conveyed being hereinafter called the "Plant Site"), land contiguous to the Management Area (such lands to be acquired being hereinafter called the "Contiguous Lands"); and

WHEREAS, Aircraft has entered into an Option Agreement dated August 15, 1956, for the purchase and sale of the Contiguous Lands, (hereinafter called "Said Option") with Indian Trail Ranch, Inc., a Florida corporation, (hereinafter called "Seller"),

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Said Option having been recorded in the public records of Palm Beach County, Florida, on August 20, 1956, under Clerk's File #2021, and a conformed copy of Said Option being affixed hereto as Exhibit A for reference purposes; and

WHEREAS, Said Option has been amended in accordance with instrument dated September 3, 1956, conformed copy being affixed hereto as Exhibit B for reference purposes; and

WHEREAS, Said Option provides that upon the happening of certain contingencies specified therein, the Contiguous Lands will be conveyed by Seller to the State of Florida for the use and benefit of Game and Fresh Water Fish Commission in exchange for a conveyance by the State to Aircraft of the Plant Site, the purchase price for such Contiguous Lands to be paid by Aircraft to Seller concurrently with such conveyance; and

WHEREAS, the State represents that it has carefully studied Said Option, as amended, and is entirely familiar with the terms and provisions thereof, and represents that it has full power under the Laws of the State of Florida, specifically, but without limitation, under Chapter 31410, Laws of Florida, Extraordinary Session of 1956, to enter into this Agreement; and

WHEREAS, the Game and Fresh Water Fish Commission has found and does hereby declare that this Agreement does not in anywise conflict with or interfere with the operation, development, management or maintenance of the Management Area, and that this Agreement and the performance thereof are in the best interest of orderly and economical development of the Management Area;

NOW, THEREFORE, in consideration of the premises, and of the considerations and covenants hereinafter contained, and in consideration of Aircraft's undertaking to have the Contiguous Lands conveyed to the State of Florida for the use and benefit of Game and Fresh Water Fish Commission, subject to and in accordance with the provisions of Said Option, and in further consideration of the sum of One Hundred Dollars (\$100.00), paid

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RECORD 11 MAY 527

by each of the parties hereto to the other, the receipt whereof is hereby acknowledged, the parties hereto mutually agree as follows:

1. The State, acting by and through Game and Fresh Water Fish Commission, concurrently with the delivery to it of the deed to all the Contiguous Lands described in paragraph 1 of Said Option, in the manner and form and at the place provided in Said Option, shall

(a) Accept the delivery of the deed to the Contiguous Lands;

(b) In exchange therefor, convey concurrently to Aircraft, without payment of any further monetary consideration by Aircraft, the Plant Site by deed in form as shown in Exhibit C, hereto attached.

All taxes for the year 1956 on the Plant Site will be prorated as of the date of the delivery of the deed by the State to Aircraft. Aircraft shall pay for the cost of recording the deed from the State, and the State shall pay for documentary and revenue stamps as required upon said deed. Full possession of the Plant Site shall be delivered to Aircraft concurrently with the delivery of the deed.

(c) Enter into and execute with Seller, concurrently with the conveyances provided for in subparagraphs (a) and (b) above, a lease back on the Contiguous Lands in accordance with paragraph 7.4 of Said Option, as amended by instrument shown as Exhibit B to this Agreement.

2. Aircraft, its representatives, servants, agents and contractors, shall, until the closing date, have the right to enter upon the Management Area for the purpose of establishing boundaries, making surveys, measurements, maps, borings, test wells and inspections for the purpose of determining the area contour, drainage and water table and the nature of the surface and substructure of the land, and for other similar purposes, provided, however, the accomplishment of such purposes shall be conducted in such a manner as not unduly to interfere with the operation of the Management Area.

3. Within ten (10) days after the signing of this Agreement, the State shall deliver for Aircraft to Messrs. Burns, Middleton, Rogers and Farrell, P. O. Box 1391, West Palm Beach, Florida, an abstract of title prepared and certified by competent abstractors doing business in Palm Beach County,

OFFICE
RECORD 11 MAR 528

Florida, showing all instruments of record affecting title to the Plant Site, from the United States Government down to the date of delivery of said abstract, with the usual certificates as to bankruptcy, taxes, judgments and mechanics' liens.

4. Aircraft shall have until October 31, 1956 to examine the abstract of title delivered pursuant to paragraph 3 hereof. If such examination discloses that title to the Plant Site is not marketable in the opinion of Aircraft, Aircraft shall specify its objections to the marketability of such title in writing to the State on or before October 31, 1956, thereupon the State shall correct such objections at its own cost and shall cause such corrections to be shown on the abstract within twenty (20) days from the date of delivery of such objections. If such objections are not corrected by the State within said twenty (20) day period, or such longer period as shall be mutually agreed upon, or should Aircraft find, as a result of the investigations under paragraph 2, that the Plant Site is not suitable for Aircraft's intended purposes, then this entire Agreement shall be and become null and void at the election of Aircraft by delivery of written notice to the State, or Aircraft may elect to accept the Plant Site and take such title as the State can deliver.

OFFICE RECORD 11 MAR 529

5. Aircraft agrees that in the event the conveyances contemplated by paragraph 1 of this Agreement are accomplished in accordance with the terms of this Agreement, Aircraft shall, at no cost to the State:

- (a) Provide and erect, or cause to be provided and erected, additional fencing, of like kind and quality to that now enclosing the Management Area, to enclose the Contiguous Lands as an integral part of the Management Area, and shall also provide and erect, or cause to be provided and erected, adequate fencing to set apart from the Management Area the Plant Site.
- (b) Give and grant to the Public Authorities an easement of adequate proportions for public highway and other purposes along Aircraft's property line in that part of Section 13, Township 41 South, Range 40 East described in Exhibit C hereto attached, to connect the overpass described in paragraph 6(e), so that licensees of the State may have ingress and egress from the roads described in subparagraph (c), (d) and (e) of paragraph 3 of this Agreement to other lands of the State lying immediately south of said portion of said Section 13, Township 41 South, Range 40 East.
- (c) Construct over adjacent lands of the State in the Management Area a reasonably similar replacement for the non-dedicated, non-public track or trail claimed by the State to be now located upon the Plant Site.
- (d) Construct culverts, bridges or crossings not exceeding one for each mile of ditch or canal across any ditches or canals constructed by Aircraft on lands in the Management Area under the easement grants referred to in paragraph 6 of this Agreement. The aforesaid culverts, bridges and crossings shall be designed so as to permit use thereof by the vehicles, tractors and equipment customarily used by Game and Fresh Water Fish Commission in the operation, maintenance and control of said Management Area.
- (e) Cooperate with Game and Fresh Water Fish Commission in the location of easements to be granted pursuant to paragraph 6 of this Agreement and cooperate with said Commission, in so far as Aircraft's operations at the Plant Site are concerned, in avoiding the pollution of air and water in the Management Area surrounding the Plant Site to the point of being injurious to fish and wild life and in complying with the rules and regulations of said Commission for the Management Area.

The provisions of this paragraph 5 shall survive the delivery of the deed to Aircraft conveying the Plant Site.

6. The State agrees that in the event the conveyances contemplated by this Agreement are accomplished in accordance with the terms of this Agreement, concurrently therewith, in the case of subparagraphs (a) and (b), and, concurrently or as soon as practical thereafter, in the case of the remaining subparagraphs, and without cost to Aircraft:

- (a) The State shall obtain from Amerada Petroleum Corporation releases of all oil leases held by Amerada Petroleum Corporation on portions of the Plant Site.
- (b) The State shall obtain from Southern States Land and Timber Corporation, a Delaware corporation, the necessary instruments to release all those certain oil, gas, sulphur and other minerals, and mineral rights held by said Corporation on the Plant Site, and shall obtain from the Board of Education of the State of Florida, and from the Trustees of the Internal Improvement Fund of the State of Florida, all those certain rights or reservations held by said Board and said Trustees on portions of the Plant Site.
- (c) The State shall cooperate with the Board of County Commissioners of Palm Beach County, Florida, in carrying out the commitment of such Board to construct a two-lane modern highway from State Road No. 706 along the 40/41 range line, a distance of approximately three (3) miles to the Plant Site, including the installation of electrically operated traffic gates and warning lights at the point where such road crosses the Seaboard Air Line Railroad Company's right of way and tracks.
- (d) The State shall cooperate with the Board of County Commissioners of Palm Beach County, Florida, in the acquisition by such Board for the benefit of the State Road Department of Florida of approximately nineteen (19) miles of two hundred foot (200') right of way on the north side and parallel to the Seaboard Air Line Railroad Company's right of way connecting State Road No. 706 (known as Indian-town Road) along and parallel to said railroad right of way with State Road No. 809 (known as Military Trail), and in the acquisition of such additional rights of way to provide safe and adequate connection to the overpass referred to in subparagraph (c) above.
- (e) The State shall cooperate with the State Road Department of Florida in carrying out said Department's commitment to construct upon the right of way referred to in subparagraph (d) above, a modern highway of adequate proportions, including an adequate overpass to the Plant Site to replace the traffic gates and warning lights referred to in subparagraph (c) above. Such highway will be so constructed as to provide drainage ditches parallel to the sides thereof of sufficient capacity to carry off water from the Plant Site through such ditches to the point of their intersection with Canal C-18 of

RECORDER'S MEMO FILED BY

the Central and Southern Florida Flood Control District. The State will cooperate in obtaining from the proper authorities, the necessary easements permitting Aircraft to use such ditches for the drainage purposes aforesaid.

- (f) The State shall give and grant to Aircraft easements to use, construct, maintain, repair and improve canals and water ditches on, over, and across other land of the State and others, to the extent of the State's power to do so, at such locations as may be necessary and desirable in the opinion of Aircraft to bring water to the Plant Site from the St. Lucie Canal or from other possible sources.
- (g) The State shall give and grant to Aircraft such other easements and rights of way as are within its power to grant for the construction and maintenance of roads, railroads, canals, dikes and utilities, including, but not limited to telephone, telegraph, fuel, gas, power, water and sewers which are necessary or desirable for the operation by Aircraft of an industrial plant at the Plant Site.
- (h) The State shall cooperate, in any manner possible which is not in conflict with the purposes for which the Game and Fresh Water Fish Commission was created, in working out any of the details or problems in the establishment and operation of Aircraft's business on the Plant Site.

The provisions of this paragraph 6 shall survive the delivery of this deed to Aircraft conveying the Plant Site.

7. In the event the conveyances contemplated by paragraph 1 of this Agreement are consummated according to the terms of this Agreement, and so long as Aircraft pays Game and Fresh Water Fish Commission at the Capitol, Tallahassee, Florida the sum of Ten Thousand Dollars (\$10,000) per year, the first such payment to be payable with the delivery of the deed from the State to Aircraft conveying the Plant Site, and subsequent payments successively yearly thereafter, the State agrees that:

- (a) So long as State shall be the owner of the Management Area (as enlarged by the Contiguous Lands), the State shall use all portions of such Management Area solely and exclusively as a Wild Life Restoration Project as defined in 16 U.S.C.A. Section 662a and in regulations of the Secretary of the Interior promulgated under 16 U.S.C.A. Section 669i.
- (b) Should the State be desirous of disposing of, by sale, lease or otherwise, all, or any portion of such Management Area, the State shall first offer the same to Aircraft before offering it to any other person or body, public or private. The offer by the State shall be in writing, shall describe the property offered, and shall contain a statement of the terms and conditions upon which the State is willing to dispose of the same. If, within ninety (90) days of receipt of such offer, Aircraft shall have failed to accept the same upon the terms and conditions set by the State, or if the State shall have failed to accept any counter-offer made by Aircraft, the State shall thereafter have a period of sixty (60) days in which to obtain from any other person a bona fide offer for disposition of such property upon identical terms and conditions originally refused by Aircraft. If within said sixty (60) day period the State is able to obtain such bona fide offer from any other person, it shall give written notice thereof to Aircraft, whereupon Aircraft shall have a further forty-five (45) day right of first refusal to meet the terms of such bona fide offer. If the State is unable to obtain such bona fide offer from any other person within the sixty (60) day period aforesaid, then upon the expiration of such sixty (60) day period, Aircraft shall be given the same rights of first refusal as provided in this paragraph 7 of any other terms and conditions upon which the State may be willing to dispose of such property to any other person. It is understood and agreed that the lease back to the Seller referred to in paragraph 5(a) of Said Option, as amended, shall not be considered a disposition within the meaning of this paragraph 7.

The provisions of this paragraph 7 shall survive the delivery of the deed to Aircraft conveying the Plant Site.

11 MAR 53

8. Neither this Agreement, nor any rights or interests hereunder, may be assigned by any of the parties hereto without the prior written consent of the other parties hereto.

9. Notices required or provided for under this Agreement, shall, for all purposes be deemed to be duly given and received if sent by registered mail, postage prepaid, to the respective parties at the following addresses:

State: Game and Fresh Water Fish Commission
of the State of Florida
The State Capitol
Tallahassee, Florida;

Aircraft:
United Aircraft Corporation
Pratt & Whitney Aircraft Division
400 Main Street
East Hartford, Connecticut;

provided, however, that either party may by written notice to the other change its address set forth above, and may also by such written notice require that additional addresses receive any future notices.

10. This Agreement contains the entire agreement made by the parties hereto in respect of the subject matter hereof, and no agreement or understanding varying or extending the same shall be binding upon any of the parties hereto unless in writing and signed by a duly authorized officer or representative of the party sought to be charged, in which writing specific reference is made to this Agreement.

OFFICE RECORD 11 MAR 534

IN WITNESS WHEREOF, the parties have executed this instrument in quintuplicate the day and year hereinabove first set forth.

UNITED AIRCRAFT CORPORATION

(CORPORATE SEAL)

By W. A. Hartman
Its President

ATTEST:

Signed, sealed and delivered in our presence:
Karla T. Peck
Paul W. Fisher
As to Aircraft

E. G. Shaw
Its Secretary
Assistant

GAME AND FRESH WATER FISH COMMISSION

(COMMISSION SEAL)

By [Signature] (SEAL)
Its Chairman

[Signature] (SEAL)

T. C. Hart (SEAL)

[Signature] (SEAL)

ATTEST:

A. D. Beaud
Director

[Signature] (SEAL)
As and constituting the Chairman and Commissioners of Game and Fresh Water Fish Commission of Florida

Signed, sealed and delivered in our presence:

[Signature]
[Signature]

OFFICIAL
RECORD 11 MAR 535

EXHIBIT A

C
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THIS AGREEMENT made this 15th day of August, 1956 by and between INDIAN TRAIL RANCH, INC., a Florida corporation with an office and place of business in West Palm Beach, Florida, hereinafter called "Seller", and UNITED AIRCRAFT CORPORATION, a Delaware corporation with an office and place of business (Pratt & Whitney Aircraft Division) at East Hartford, Connecticut, hereinafter called "Aircraft";

W I T N E S S E T H:

WHEREAS, the Aircraft is desirous of locating a site for an industrial plant for the engineering and testing of aeronautical products in a portion of certain lands owned by the State of Florida and known as the J. W. Corbett Wild Life Management Area; and

WHEREAS, the Seller and the State of Florida are desirous of having the Aircraft locate and operate an industrial plant at the site aforesaid; and

WHEREAS, in order to permit the Game and Fresh Water Fish Commission of the State of Florida (hereinafter called "State") to discharge properly its statutory responsibilities, it is necessary for the State to acquire land contiguous to said J. W. Corbett Wild Life Management Area to enable the State to enlarge said Area in exchange for land to be conveyed by the State to the Aircraft for said industrial plant site; and

WHEREAS, the Seller is the owner of land contiguous to said J. W. Corbett Wild Life Management Area and is willing to grant the Aircraft an option to purchase a portion of such land for the purpose of exchanging it for the State-owned land which the Aircraft needs for its industrial plant site;

N O W T H E R E F O R E

In consideration of the premises and of the considerations and covenants hereinafter contained, the parties hereto do hereby agree as follows:

OFFICE RECORDS 11 MAR 536

1. Seller does hereby give and grant unto Aircraft until twelve o'clock midnight Eastern Daylight Savings Time on the 15th day of September, 1936, hereinafter called the Option Period, the sole, exclusive and irrevocable right and option to purchase of and from Seller in the manner hereinafter set forth all or any portion as selected by Aircraft of the following described tract of real estate lying, being and situate in the County of Palm Beach, State of Florida, to wit:

In Township 42 South Range 39 East all of Sections 9, 10, 11 and 12; the portion of Section 8 lying Northeast of the L-8 Canal, and the North half of Sections 13, 14 and 15; also

In Township 42 South Range 40 East all of Sections 7, 8, 9, 10, 11 and 12 and the North half of Sections 13, 14, 15, 17 and 18;

SUBJECT to an undivided one-half interest in oil, gas and other minerals provided in the Deed from Southern States Land & Timber Corporation to Indian Trail Ranch, Inc. dated April 20, 1931, recorded in Deed Book 941 at Page 526 in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, and the indenture dated July 16, 1951 between Southern States Land & Timber Corporation and Indian Trail Ranch, Inc. recorded in Deed Book 952 at Page 67,

hereinafter called "Said Tract," for a price to be computed at the rate of Fifty (\$50.00) Dollars per acre; the exact acreage shall be determined by the official United States survey of said townships as recorded in the public records of Palm Beach County, Florida.

2. Aircraft agrees that if it elects to exercise its option to purchase all or any portion of Said Tract as herein provided, it shall name "The State of Florida, for the use and benefit of the Game and Fresh Water Fish Commission"

as the grantee to whom Said Tract, or the portion thereof selected by Aircraft, is to be conveyed. Seller agrees that until the closing date the State or Aircraft or the representatives of either of them shall have the right to enter upon Said Tract for the purpose of establishing boundaries, making surveys, measurements, maps and inspections for the purpose of determining the area, boundaries and for other similar purposes.

3. The Seller agrees that it will use its best efforts to effect within ten (10) days from the date of the execution of this Agreement the delivery to Ralph M. McLane, Esquire, Assistant Attorney General, c/o Attorney General, Capitol Building, Tallahassee, Florida, of an abstract of title to Said Tract prepared and certified by Atlantic Title Company in customary form and detail.

4. In the event that Aircraft elects to exercise its option to purchase all or any portion of Said Tract as here-
in provided, it shall deliver written notice to that effect to Seller within the Option Period, and in such notice shall specify either all or the portion of Said Tract to be purchased. Seller shall pay in full all State, County and other taxes, general and special, and all assessments which are a lien on the property to be purchased, and are then payable; provided that all State, County, School and other taxes assessed on the property to be purchased shall be prorated between Seller and Aircraft as of the date of delivery of the deed. At closing the Seller shall pay for all required documentary and revenue stamps upon the instruments of conveyance.

5. Aircraft and the State shall have until October 31, 1956 to examine the abstract of title delivered pursuant to

Paragraph 3 hereof:

(a) If in the opinion of counsel selected by the State, Seller has a merchantable fee simple title to said property, excepting only

(i) the reservation set forth in Paragraph 1 above, and

(ii) such other liens and encumbrances as are not objectionable to the State,

Seller shall, within ten (10) days after the receipt of written notice from Aircraft of such opinion (provided such notice shall be given not later than December 1, 1956), deliver for Aircraft at the office of the Governor of the State of Florida the general warranty deed of Seller, or such other form of deed acceptable to the State, properly executed, and conveying to the State of Florida, for the use and benefit of the Game and Fresh Water Fish Commission, the fee simple title to Said Tract or the portion thereof selected by Aircraft free and clear of all liens and encumbrances whatsoever excepting only those provided for in (i) and (ii) above; and excepting that Seller may reserve in the said warranty deed to the State so much of the interest of the Seller in the oil, gas, sulphur and other minerals in, on and under said land of the Seller as the State shall not have required in order to enable the State to deliver to Aircraft fee simple title to the land to be acquired by Aircraft in the J. W. Corbett Wild Life Management Area free and clear of oil, gas, sulphur and other mineral rights therein; Aircraft shall concurrently with the delivery of said deed pay to Seller in full the purchase price for said property

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RECORDED 11 MAR 539

whereupon Seller shall immediately deliver possession of said property to the State; provided, however, that the State shall have concurrently with the delivery of said deed to said property to the grantee executed with and delivered to Seller a lease-back of the said entire tract, mutually agreeable to the State and Seller, for a term of years mutually agreeable to the State and Seller, not exceeding ten (10) years, at an annual rental of One (\$1.00) Dollar for use of the leased premises for agricultural and livestock purposes, said lease to grant Seller as lessee the right to remove all piling and fences from the leased premises upon termination of said lease.

(b) If there are objections to the title, the State shall specify the objections in writing to Seller and to Aircraft on or before October 31, 1956, and Seller may have any defects in the title corrected at the Seller's cost and expense and may cause such corrections to be shown on the abstract within twenty (20) days of delivery of such objections. Within ten (10) days thereafter Aircraft shall give written notice to the Seller as to whether such corrections are acceptable to Aircraft and the State. Failure of the Seller to receive such notice shall be deemed a rejection of such title by the State. In the event that such objections in the title are not rectified by Seller to the satisfaction of Aircraft and the State within thirty (30) days of delivery of objections to Seller, then this

OFFICIAL RECORD 11 MAR 540

entire Agreement shall be and become null and void unless Aircraft elects by written notice to the Seller to accept such title as Seller is prepared to deliver.

6. In full consideration for the option and rights granted by Seller to Aircraft under this Agreement, Aircraft agrees that promptly upon the signing of this Agreement it shall negotiate with the State with the objective of having the State

(a) Accept the conveyance of Said Tract or the portion thereof selected by Aircraft, in accordance with the provisions of this Agreement, and

(b) In exchange therefor and concurrently with the delivery to the State of the deed to Said Tract or the portion thereof selected by Aircraft, convey to Aircraft, free and clear of all liens and encumbrances whatsoever, the fee simple title in and to certain acreage in the J. W. Corbett Wild Life Management Area, in the County of Palm Beach, State of Florida, and all easements, rights and privileges necessary thereto, for the Aircraft to construct and operate an industrial plant on the site of said acreage, it being the intention and desire of Aircraft and Seller that the conveyance from the State to Aircraft and the conveyance from Seller to the State be made simultaneously and at the earliest practicable date after the signing of this Agreement.

7. It is agreed that if Aircraft is unable to have the State agree on or before December 1, 1956, to convey to Aircraft the necessary acreage and rights necessary thereto

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In said J. W. Corbett Wild Life Management Area, upon terms and conditions satisfactory to Aircraft, Aircraft shall promptly notify Seller in writing to such effect, whereupon, and notwithstanding that Aircraft shall have exercised the option provided for herein, this Agreement shall be and become null and void unless Seller and Aircraft shall have agreed in writing to an extension beyond said date.

8. If this Agreement shall become null and void pursuant to any provision hereof, there shall be no liability hereunder on the part of either party to the other.

9. Aircraft has advised Seller that to the best of Aircraft's knowledge and belief no broker has had any part in bringing about this Agreement or the conveyance of the property contemplated hereby other than A. E. and R. F. Raidie, Inc. Seller represents that it has dealt with no brokers in bringing about this Agreement and has no knowledge of any brokers having brought about this Agreement. Seller agrees to indemnify and save Aircraft forever harmless with respect to any claim for any real estate commission of A. E. and R. F. Raidie, Inc.

10. Neither this Agreement, nor any rights or interests hereunder may be assigned by either of the parties hereto without the prior written consent of the other party hereto.

11. Notices required or provided for under this Agreement shall for all purposes be deemed to be duly given and received if sent by registered mail, postage prepaid, to the respective parties at the following addresses:

Indian Trail Ranch, Inc.
Post Office Box 6008
West Palm Beach, Florida

United Aircraft Corporation
Pratt & Whitney Aircraft Division
400 Main Street
East Hartford 8, Connecticut

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11 542

provided, however, that either party may by written notice to the other change its address set forth above, and may also by such written notice require that additional addressees receive any future notices.

12. This Agreement contains the entire agreement made by the parties hereto in respect of the subject matter hereof, and no agreement or understanding varying or extending the same shall be binding upon the parties hereto unless in writing and signed by a duly authorized officer or representative of the party sought to be charged in which writing specific reference is made to this Agreement.

13. The Seller represents and warrants that the execution of this Agreement by its undersigned officers has been duly and fully authorized in accordance with its charter and by-laws, and the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the day and date hereinabove first set forth.

Executed in duplicate.

Signed, Sealed and Delivered in the presence of

/s/ Selig J. Levitan

As to Seller

INDIAN TRAIL RANCH, INC.

By /s/ Henry I. Cohn
Its President

(Corporate Seal)

ATTEST:

/s/ Benjamin A. Javits
Its Acting Secretary
SELLER

Signed, Sealed and Delivered in the presence of

/s/ Stuart H. Moses

/s/ Irma Gagnon
As to Aircraft

UNITED AIRCRAFT CORPORATION

By /s/ W. P. Quinn
Its Vice President

(Corporate Seal)

ATTEST:

/s/ E. C. Grimshaw
Its Assistant Secretary
AIRCRAFT

STATE OF New York)
) SS.
COUNTY OF New York)

11 AUG 56

Before me personally appeared Henry I. Cohn
and Benjamin A. Javits, respectively President
and Acting Secretary of INDIAN TRAIL RANCH, INC.,
to me well known, and they acknowledged before me that they
executed the foregoing instrument as such officers of said
corporation, and that they affixed thereto the official seal
of said corporation; and I FURTHER CERTIFY that I know the
said persons making said acknowledgments to be the individuals
described in and who executed the said instrument.
WITNESS my hand and official seal this 15th day of
August, 1956.
(Notarial Seal).

/s/ Lillian Bieber
Notary Public in and for the County
and State Aforesaid
My Commission Expires:
LILLIAN BIEBER
Notary Public, State of New York
No. 24-0287950
Qualified in Kings County
Cert. filed in New York County
Commission Expires March 30, 1957

STATE OF Connecticut)
) SS.
COUNTY OF Hartford)

Before me personally appeared V. P. Gwinn
and E. C. Grimsaw, respectively MCNM President
and Assistant Secretary of UNITED AIRCRAFT CORPORATION, to me
well known, and they acknowledged before me that they executed
the foregoing instrument as such officers of said corporation,
and that they affixed thereto the official seal of said corp-
oration; and I FURTHER CERTIFY that I know the said persons
making said acknowledgments to be the individuals described
in and who executed the said instrument.
WITNESS my hand and official seal this 16th day of
August, 1956.

/s/ Margaret H. Norris
Notary Public in and for the County
and State Aforesaid
(Notarial Seal)
My Commission Expires:
My Commission Expires April 1, 1959
- 9 -

OFFICE
RECORD 11 ME544

INDIAN TRAIL RANCH, INC.
Post Office Box 6866
Telephone 3-7526
West Palm Beach, Florida

A Division of
JEBB & MCGEE, Inc.
383 Madison Avenue
New York 17, N. Y.

September 3, 1956

United Aircraft Corporation
Pratt & Whitney Aircraft Division
100 Main Street
East Hartford 8, Connecticut

Attention: Mr. J. A. Parkins,
General Manager

Gentlemen:

It was called to the attention of the writer that the lease-back section of paragraph 2, page 4 of the Agreement between Indian Trail Ranch and United Aircraft Corporation was not satisfactory to the Game and Fresh Water Fish Commission of the State of Florida. Having been authorized by my Board of Directors, I have amended the last seven lines of said paragraph to read as follows, so that said paragraph shall read beginning in the eighth line from the bottom of said paragraph:

"delivered to seller a lease-back of that part of said tract west of Big Round Trail as marked on Exhibit A attached and more part hereof, and further described as follows: That part of sections 8, 9, and 15 and all of 10, 11, and 12 of Township 47S, Range 39E lying east of 1-8 of the Central and Southern Florida Flood Control District and west of the road known as Big Round Trail, as shown on Exhibit A attached, mutually agreeable to the state and seller, for a term of five (5) years at an annual rental of One (1.00) Dollar for the use of the leased premises for agricultural and livestock purposes. Said lease to grant seller as lessee right to remove all piling and fence post material from leased premises."

Very truly yours,

INDIAN TRAIL RANCH, INC.

/s/ Henry I. Cohn

Henry I. Cohn, Pres.

By: _____
for Bruns, Middleton, Rogers & Farrell
Javits & Javits

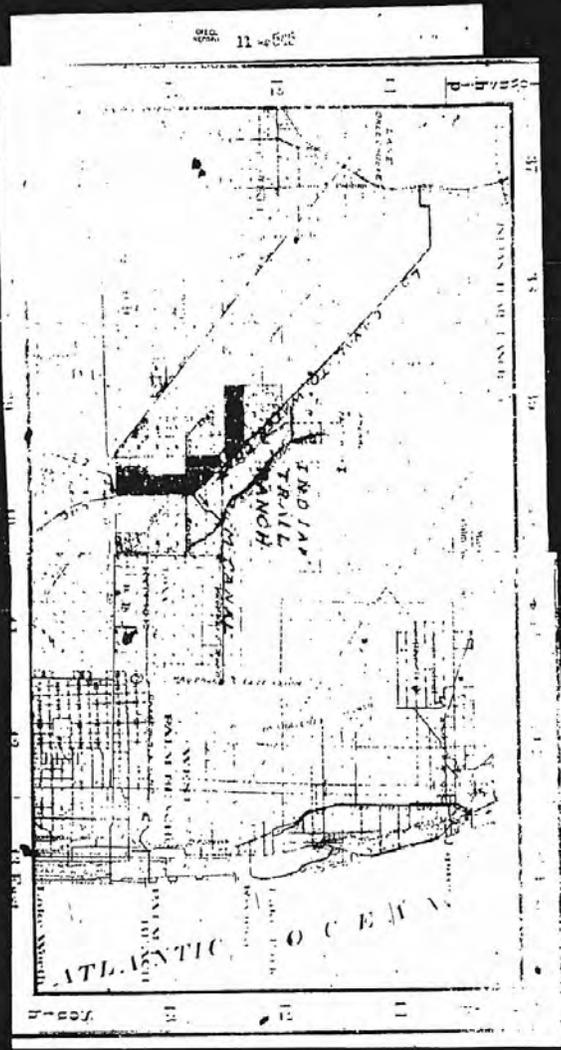
Amendment accepted this 5th day of September 1956.

UNITED AIRCRAFT CORPORATION

By: /s/ J. A. Parkins
J. A. Parkins
Vice President

EXHIBIT B

RECORDERS MEMO. Legibility
of records is dependent on
the quality of the original
when received.



11 546

WESTERN UNION
TELEGRAM

WESTERN UNION TELEGRAM

STANDARD TIME
12.00
11.00
10.00
9.00
8.00
7.00
6.00
5.00
4.00
3.00
2.00
1.00
12.00

A 1111A PD=EST PALM BEACH FLO SEP 5 1101AM=
GOVERNOR LEROY COLLINS CAPITOL BLDG TALLAHASSEE FLO=

J J MCDONALD JUST PHONED REQUESTING THAT INDIAN TRAIL RANCH
ACCEPT SEVERAL AMENDMENTS IN THE PARAGRAPH TWO PAGE FOUR OF
THE AGREEMENT BETWEEN INDIAN TRAIL AND UNITED AIRCRAFT. PLEASE
BE ADVISED THAT THE CHANGES AS PROPOSED BY MCDONALD ARE
ACCEPTABLE AND ARE ESSENTIALLY AS FOLLOWS: THAT THE LEASE SHALL
BE FOR A TERM OF FIVE YEARS FOR USE OF THE LEASED PREMISES FOR
HARVESTING AND CULTIVATING OF GRASSES AND FOR GRAZING PURPOSES.
SAID LEASE TO GRANT SELLER AS LEASEE THE RIGHT TO REMOVE ALL
FENCE POST MATERIAL ERECTED BY SELLER ON PREMISES=
INDIAN TRAIL RANCH BY HENRY I COHN PRESIDENT=

EXHIBIT B-1

DEED 11 MAR 547

DEED

THIS INDENTURE made this _____ day of _____, 1956, between STATE OF FLORIDA for the use and benefit of GAME AND FRESH WATER FISH COMMISSION (hereinafter called the 'State'), and UNITED AIRCRAFT CORPORATION, a Delaware corporation, duly qualified, to transact business in the State of Florida (hereinafter called "Aircraft");

WITNESSETH:

That the State for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to it in hand paid by Aircraft, has granted, bargained, and sold and does by these presents grant, bargain, sell and convey unto Aircraft, its successors and assigns, forever, the following described lands located in Palm Beach County, Florida, to-wit:

All that portion of Sections 3, 4, 10, 11, 13, and 14 lying south and west of the Seaboard Airline Railroad right of way; all of Sections 2, 9, 15, 16, 17, and 18; that portion of Section 5 lying south and east of a line from the northeast corner of Section 5 to the southwest corner of Section 5; that portion of Section 7 lying southward east of a line from the northeast corner of Section 7 to the southwest corner of Section 7, all in Township 41 South, Range 90 East; and all of Section 13, Township 41 South, Range 39 East; together with all tenements, hereditaments or appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted and described premises unto Aircraft, its successors and assigns in fee simple forever.

EXHIBIT C

1

OFFICIAL
RECORD

11 MAR 548

IN WITNESS WHEREOF the Game and Fresh Water Fish Commission of the State of Florida has caused this deed to be executed in its name by its Chairman and members of said Commission and its official seal to be affixed, attested by its Director, the day and year aforesaid.

GAME AND FRESH WATER FISH COMMISSION

Signed, sealed and delivered By _____ (SEAL)
in the presence of: Chairman

_____ (SEAL)

_____ (SEAL)

(OFFICIAL SEAL) _____ (SEAL)

ATTEST: _____ (SEAL)

Director As and constituting the Chairman and Commissioners of Game and Fresh Water Fish Commission of Florida.

(Acknowledgments to be added in form as required by law.)

*This instrument was filed for Record
11 A M this 28th day of Apr 1952
and Recorded in Book and Page noted above.
Record verified by ALDEN ALLEN, Clerk
Circuit Court, Palm Beach County, Florida.
By *Katherine Finney* Deputy Clerk*

-2-
EXHIBIT C

659

AMENDMENT NO. 1 TO THE AGREEMENT OF SEPTEMBER 5, 1956, BETWEEN UNITED AIRCRAFT CORPORATION AND THE GAME AND FRESH WATER FISH COMMISSION OF THE STATE OF FLORIDA

THIS AMENDMENT NO. 1 made and entered into as of the 1st day of March, 1964, by and between UNITED AIRCRAFT CORPORATION, a Delaware corporation with an office and place of business (Pratt & Whitney Aircraft Division, Florida Research and Development Center) in the county of Palm Beach, state of Florida, hereinafter called "Aircraft," and GAME AND FRESH WATER FISH COMMISSION OF FLORIDA, hereinafter called the "State":

Apr 3 1 58 PM '64

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into a certain Agreement on September 5, 1956, setting forth the terms and conditions under which the exchange of certain lands were to be effected in order to establish the plant site of Aircraft as the same is defined in said Agreement; and

WHEREAS, the parties now desire to amend said Agreement as hereinafter set forth;

NOW, THEREFORE, it is agreed by and between the parties, in consideration of the sum of Ten Dollars (\$10.00) paid by each of the parties to the other and for other good and valuable consideration, that paragraph 7. of said Agreement of September 5, 1956, is hereby amended by adding the following subparagraph thereto:

(c) Notwithstanding any other provision of this Agreement, the State will not dispose of the land contained in the following sections of the Management Area without the prior written consent of Aircraft:

In Township 41 South, Range 40 East: all of Sections 19 through 24, inclusive, all of Sections 28 through 30, inclusive, all of Section 6; and all of the northwest one-half of Sections 5 and 7; in Township 40 South, Range 40 East: that portion of Section 32 lying south and west of the Seaboard Air Line Railroad right-of-way and that portion of Section 31 lying south and east of a line from the northeast corner of Section 31 to the southwest corner of Section 31; in Township 41 South, Range 39 East: all of Sections, 1, 10, 11, 12, 14, 15, and 22 through 27, inclusive, and that portion of Section 2 lying south and east of a line from the northeast corner of Section 2 to the southwest corner of Section 2, all of the above being situate in Palm Beach County, Florida.

7-11

The restriction in this paragraph (c) shall apply for a period of 25 years from the date of this Amendment subject to an option in Aircraft to extend the same for a further period of 25 years.

R. F. THOMPSON
PRATT + WHITNEY AIRCRAFT
P O BOX 2641
W P B

Except as so modified, all of the surviving provisions of the Agreement between the parties hereto dated September 5, 1968, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate as of the day and year hereinabove set forth.



UNITED AIRCRAFT CORPORATION

By L. C. Mallet
L. C. Mallet, Vice President

ATTEST:
L. J. Daukas
L. J. Daukas, Assistant Secretary

Signed, sealed and delivered in our presence:

John J. Cuddy
As to Aircraft

GAME AND FRESH WATER FISH COMMISSION

COMMISSION SEAL



By Ed Madill (SEAL)
W. A. ... (SEAL)
Ronald ... (SEAL)
W. J. ... (SEAL)
... (SEAL)

As and constituting the Chairman and Commissioners of Game and Fresh Water Fish Commission of Florida

ATTEST:
A. D. ...
Director

Signed, sealed and delivered in our presence:

Virginia ...

Recording of Office, Florida Fish and Wildlife Conservation Commission

WC# 89

CFN 20050487607
OR BK 19023 PG 1716
RECORDED 09/04/2005 11:34:32
Palm Beach County, Florida
Sharon R. Beck, CLERK & COMPTROLLER
Pgs 1716 - 1732; (17pgs)

Prepared by and Return to:
Ben Williamson
Palm Beach County
Property & Real Estate Management Division
3200 Belvedere Road, Building 1169
West Palm Beach, Florida 33408-1644

CONSENT AND RELEASE

THIS CONSENT AND RELEASE is made as of May 23, 2005
2005 by **UNITED TECHNOLOGIES CORPORATION**, a Delaware corporation, as
successor to United Aircraft Corporation, (hereinafter "United").

WHEREAS, United previously entered into a certain Agreement dated September
5, 1956 (the "Agreement") with the **GAME AND FRESH WATER FISH COMMISSION OF
FLORIDA** (hereinafter "FWC") setting forth the terms and conditions under which the
exchange of certain lands were to be effected in order to establish the plant site of United
as same was defined in the Agreement; and

WHEREAS, the agreement states that:

"So long as State shall be the owner of the Management Area (as enlarged by the
Contiguous Lands), the State shall use all portions of such Management Area solely and
exclusively as a Wild Life Restoration Project as defined in 16 U.S.C.A. Section 669a and
in regulations of the Secretary of the Interior promulgated under 16 U.S.C.A. Section 669l.

...Should the State be desirous of disposing of, by sale, lease or otherwise, all, or any
portion of such Management Area, the State shall first offer the same to Aircraft before
offering it to any other person or body, public or private."; and

WHEREAS, the Agreement was amended by Amendment No. 1 dated March 1,
1964 (the "Amendment") as recorded in Official Record Book 1005, Page 113, Public
Records of Palm Beach County, Florida, to add a provision prohibiting the FWC from
disposing of certain identified lands for a period of twenty-five (25) years without the prior
written consent of United; and

WHEREAS, the Amendment further provided that the twenty-five (25) year period
was subject to an option by the United to extend the prohibition from disposition without
consent for an additional twenty-five (25) year period; and

WHEREAS, United exercised the option to extend the term prohibiting disposition
without consent of the identified property for an additional twenty-five (25) year period by
letter dated September 4, 1981; and

WHEREAS, Palm Beach County, Florida, a political subdivision of the State of
Florida (hereinafter "County") has advised United that FWC has agreed to grant County an
easement permitting County to use property in the J.W. Corbett Wildlife Management Area
("Management Area"), consisting of approximately 1.83 acres as identified on Exhibit "A"
attached hereto and made a part hereof, to accommodate Improving the Beeline/Seminole
Pratt Whitney Intersection and railroad crossing just to the south of the proposed
Intersection, and for the purpose of expanding and widening Seminole Pratt Whitney
Boulevard and Beeline Highway; and

WHEREAS, Palm Beach County, Florida has advised United that FWC has agreed
to grant County a sixty (60') foot Right-Of-Way Easement area on property within the
Management Area as legally described in Exhibit "B" attached hereto and made a part
hereof; and

WHEREAS, Palm Beach County, Florida has advised United that FWC has agreed
to grant County a forty (40') foot Maintenance Easement area on property within the
Management Area as legally described in Exhibit "C" attached hereto and made a part
hereof; and

HARTI-1255111-1

IN WITNESS WHEREOF, United has caused these present to be executed in its name by Catherine F. Bashaw, the ASSOCIATE GC of United, the day and year aforesaid.

UNITED TECHNOLOGIES CORPORATION
a Delaware corporation

By Catherine F. Bashaw

Catherine F. Bashaw

Print/type name

Its: ASSOCIATE GC ~~President~~ Associate General Counsel

Signed, sealed and delivered in the presence of:

Gloria W. Jablonski
Witness

Gloria W. Jablonski
Print Witness Name

E. M...
Witness

Eric Attechauser
Print Witness Name

(Seal)

ATTEST:

Assistant Secretary

STATE OF CONNECTICUT

COUNTY OF HARTFORD

Before me personally appeared Catherine F. Bashaw and Eric Attechauser respectively, an ASSOCIATE GC ~~President~~ and of United Technologies Corporation, a Delaware corporation, who are both personally known to me, and who both acknowledged that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation.

Ellen S. Sherry
Notary Public, State of

Ellen S. Sherry
Print/type notary name

(Stamp)

My commission expires: 7/31/08

Commission Number: _____

G:\RONCORBETT RELEASE, UNITED TECHNOLOGIES HF APPROVED 11.15.04 REVISED 06.05.05.DOC

WHEREAS, Palm Beach County, Florida has advised United that FWC has agreed to grant County an Easement area on property within the Management Area as legally described in Exhibit "D" attached hereto and made a part hereof to allow for a Florida Power & Light Company Substation; and

WHEREAS, Palm Beach County, Florida has advised United that FWC has agreed to grant County a one hundred fifty (150') foot Canal Right-Of-Way Easement area on property within the Management Area as legally described on Exhibit "E" attached hereto and made a part hereof; and

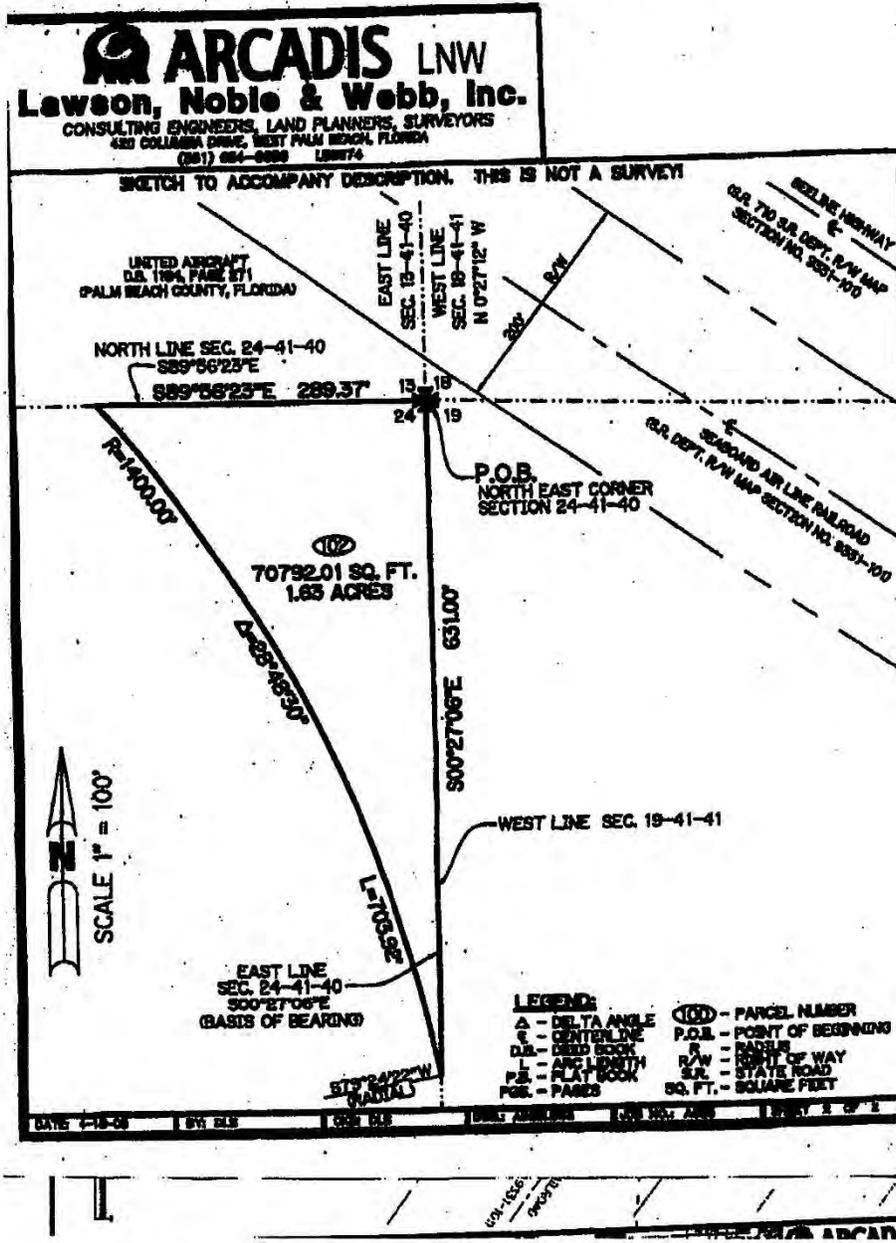
WHEREAS, as to the properties described in Exhibits A, B, C, D and E attached hereto and made a part hereof, United has agreed to: consent to the release and restriction of sole and exclusive use as a Wild Life Restoration Project, release its right of first refusal under the Agreement, consent to the grants of the rights hereinabove described, and release all interests it may have in and to the above described easement areas.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, United, as to its rights under the Agreement in and to those properties within the J. W. Corbett Wildlife Management Area identified on Exhibits "A", "B", "C", "D" and "E" attached hereto and made a part hereof, does hereby:

1. Consent to the release of the restriction of sole and exclusive use as a Wild Life Restoration Project,
2. Release its first right of refusal as to the disposition of the said properties,
3. Consent to the grants of the easements and rights of way hereinabove described, and
4. Release any and all interest it may have in and to the said properties.

This instrument is not intended to affect and shall not release, serve as a consent or otherwise impact any other interest of either FWC or United under the terms of the Agreement as amended by Amendment No. 1.

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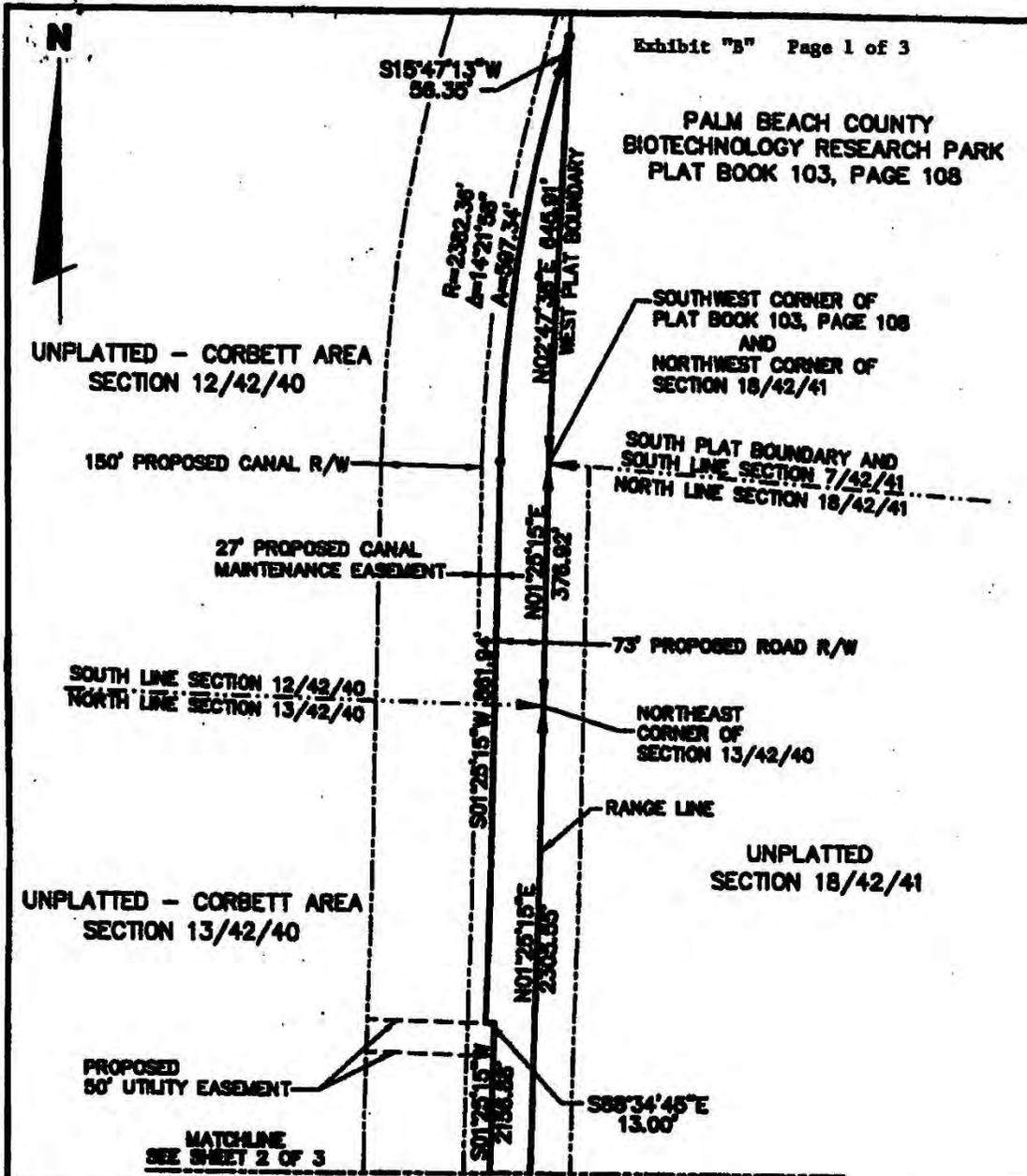


Exhibit "B" Page 1 of 3

BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 8473
 901 NORTHPOINT PKWY, SUITE 305, W.P.F. FLORIDA 33407
 (888) 615-3888, (561) 615-3888 FAX

Book19023/Page1721

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

DRAWN: DKW	PROJ. No. 04-013E
CHECKED: TB	SCALE: 1" = 200'
73'-80' ROAD R/W	DATE: JUNE 2005

Page 6 of 17

LEGAL DESCRIPTION:

A PARCEL OF LAND IN SECTIONS 12 AND 13, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EAST QUARTER CORNER OF SAID SECTION 13;
THENCE ALONG THE EAST LINE OF SAID RANGE 40 EAST,
N01°25'15"E FOR 334.89 FEET TO THE WEST QUARTER CORNER OF SECTION 18,
TOWNSHIP 42 SOUTH, RANGE 41 EAST;
THENCE CONTINUE N01°25'15"E FOR 2308.55 FEET TO THE NORTHEAST CORNER OF SAID SECTION 13;
THENCE CONTINUE N01°25'15"E FOR 378.92 FEET TO THE SOUTHWEST CORNER OF THE PLAT OF PALM BEACH COUNTY BIOTECHNOLOGY RESEARCH PARK AS RECORDED IN PLAT BOOK 103, PAGE 108 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
THENCE N02°47'38"E ALONG THE WEST PLAT BOUNDARY OF SAID PLAT FOR 645.91 FEET;
THENCE DEPARTING SAID WEST PLAT BOUNDARY, S15°47'13"W FOR 58.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2382.38 FEET;
THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°21'58" FOR 597.34 FEET TO A POINT OF TANGENCY ON A LINE LYING 73.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF RANGE 40 EAST;
THENCE ALONG SAID PARALLEL LINE, S01°25'15"W FOR 861.94 FEET;
THENCE S88°34'45"E FOR 13.00 FEET TO A LINE LYING 60.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF RANGE 40 EAST;
THENCE ALONG SAID PARALLEL LINE, S01°25'15"W FOR 2156.88 FEET TO THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 13;
THENCE ALONG SAID EAST-WEST QUARTER SECTION LINE, N89°52'25"E FOR 60.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.17 ACRES, MORE OR LESS.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED BELOW.

ABBREVIATIONS

- P.O.B.- POINT OF BEGINNING
- P.O.C.- POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- P.B.- PLAT BOOK (RECORDS OF PALM BEACH COUNTY)
- O.R.B.- OFFICIAL RECORD BOOK (RECORDS OF PALM BEACH COUNTY)
- € - CENTERLINE

John E. Brown
 JOHN E. BROWN, P.E.
 PROFESSIONAL SURVEYOR
 STATE OF FLORIDA NO. 4828
 DATE: _____

BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 801 NORTHPOINT PKWY, SUITE 306, W.P.B. FLORIDA 33407
 (561) 615-3888, (561) 615-3888 FAX

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

DRAWN: DKW	PROJ. No. 04-013E
CHECKED: TB	SCALE: 1" = 200'
73'-60' ROAD R/W	DATE: JUNE 2005

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTIONS 12 AND 13, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST QUARTER CORNER OF SAID SECTION 13;
 THENCE ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 13, S89°32'25"W FOR 60.02 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUE S89°52'25"W FOR 40.01 FEET TO A LINE LYING 100.00 FEET WEST OF, AND PARALLEL WITH, THE EAST LINE OF SAID RANGE 40 EAST;
 THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 3019.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2409.36 FEET;
 THENCE NORTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°21'58" FOR 604.11 FEET TO A POINT OF TANGENCY;
 THENCE N15°47'13"E FOR 173.35 FEET TO THE WEST PLAT BOUNDARY OF PALM BEACH COUNTY BIOTECHNOLOGY RESEARCH PARK AS RECORDED IN PLAT BOOK 103, PAGE 108 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
 THENCE ALONG SAID WEST PLAT BOUNDARY, S02°47'38"W FOR 120.04 FEET;
 THENCE S15°47'13"W FOR 58.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, CONCENTRIC WITH THE LAST-DESCRIBED CURVE, AND HAVING A RADIUS OF 2382.36 FEET;
 THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°21'58" FOR 597.34 FEET TO A POINT OF TANGENCY ON A LINE LYING 73.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF RANGE 40 EAST;
 THENCE ALONG SAID PARALLEL LINE, S01°25'15"W FOR 861.84 FEET;
 THENCE S88°34'45"E FOR 13.00 FEET TO A LINE LYING 60.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF RANGE 40 EAST;
 THENCE ALONG SAID PARALLEL LINE, S01°25'15"W FOR 2156.88 FEET TO THE SAID EAST-WEST LINE QUARTER SECTION LINE OF SECTION 13 AND THE POINT OF BEGINNING.

CONTAINING 2.96 ACRES, MORE OR LESS.

CONTINUED ON SHEET 2 OF 5

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED BELOW.

ABBREVIATIONS

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- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- P.B. - PLAT BOOK (RECORDS OF PALM BEACH COUNTY)
- O.R.B. - OFFICIAL RECORD BOOK (RECORDS OF PALM BEACH COUNTY)
- CL - CENTERLINE

John E. Phillips
 JOHN E. PHILLIPS
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA # 4826
 DATE: 6/1/05

BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 8473
 901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3988 FAX

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS SKETCH IS NOT A SURVEY

DRAWN: DKW	PROJ. No. 04-013E
CHECKED: TB	SCALE: 1" = 200'
CANAL MAINTENANCE R/W	DATE: JUNE 2005
	SHEET 1 OF 5

CONTINUATION FROM SHEET 1 OF 5

LESS THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF A 185' FPL EASEMENT, RECORDED IN OFFICIAL RECORD BOOK 788, PAGE 68, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH A LINE LYING 250.00 FEET WEST OF, AND PARALLEL WITH, THE EAST LINE OF SAID SECTION 13; THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 404.01 FEET; THENCE S88°34'45"E FOR 150.00 FEET TO A LINE LYING 100.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF SAID SECTION 13 AND THE POINT OF BEGINNING; THENCE CONTINUE S88°34'45"E FOR 40.00 FEET TO A LINE LYING 60.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF SAID SECTION 13; THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 50.00 FEET; THENCE N88°34'45"W FOR 40.00 FEET; THENCE S01°25'15"W FOR 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2000 SQUARE FEET (0.05 ACRES), MORE OR LESS.

NET AREA = 2.91 ACRES, MORE OR LESS.

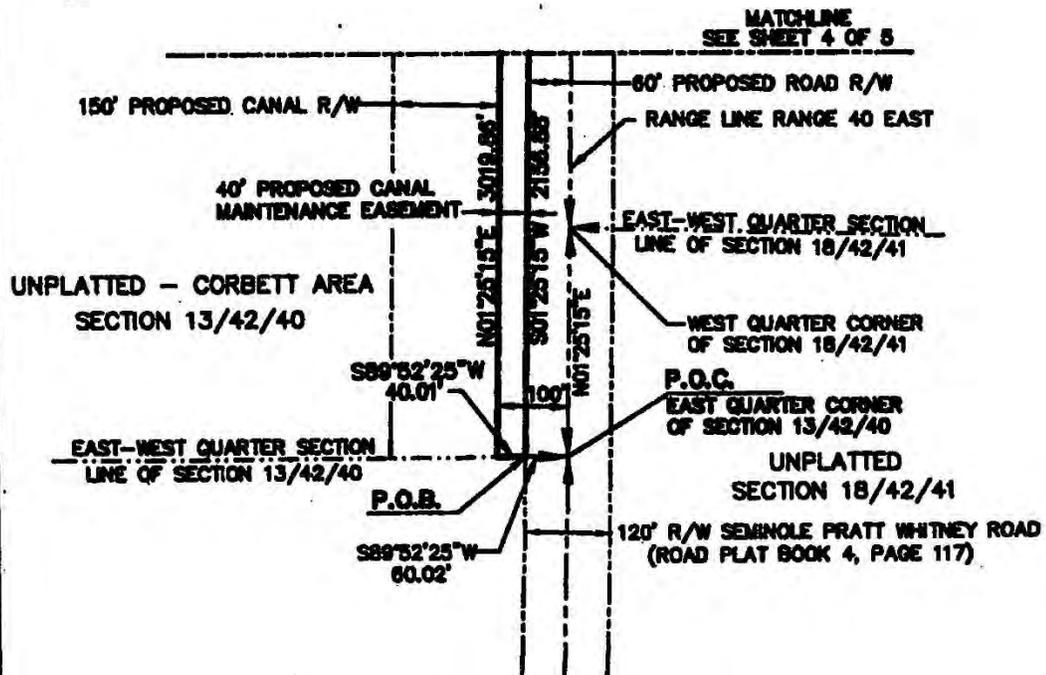


BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
 (561) 615-3986, (561) 615-3986 FAX

SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION
 THIS SKETCH IS NOT A SURVEY

DRAWN: DKW	PROJ. No. 04-013
CHECKED: TB	SCALE: 1" = 200'
CANAL MAINTENANCE R/W	DATE: JUNE 2008
	SHEET 2 OF 5

N

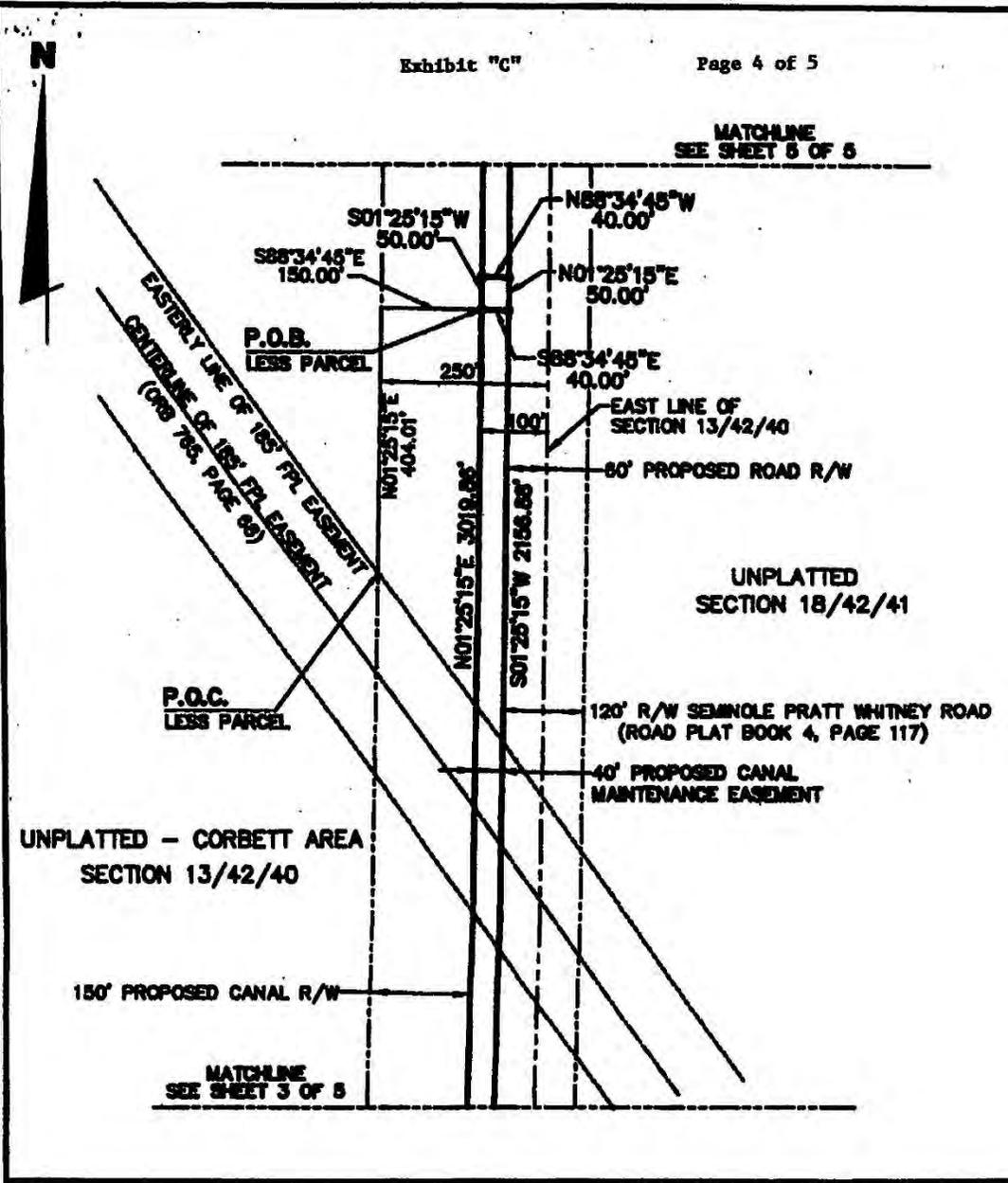


BP
BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
 (561) 615-3888, (561) 615-3888 FAX

SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION

THIS SKETCH IS NOT A SURVEY

DRAWN: DKW	PROJ. No. 04-013
CHECKED: TB	SCALE: 1" = 200'
CANAL MAINTENANCE R/W	DATE: JUNE 2005
	SHEET 3 OF 5

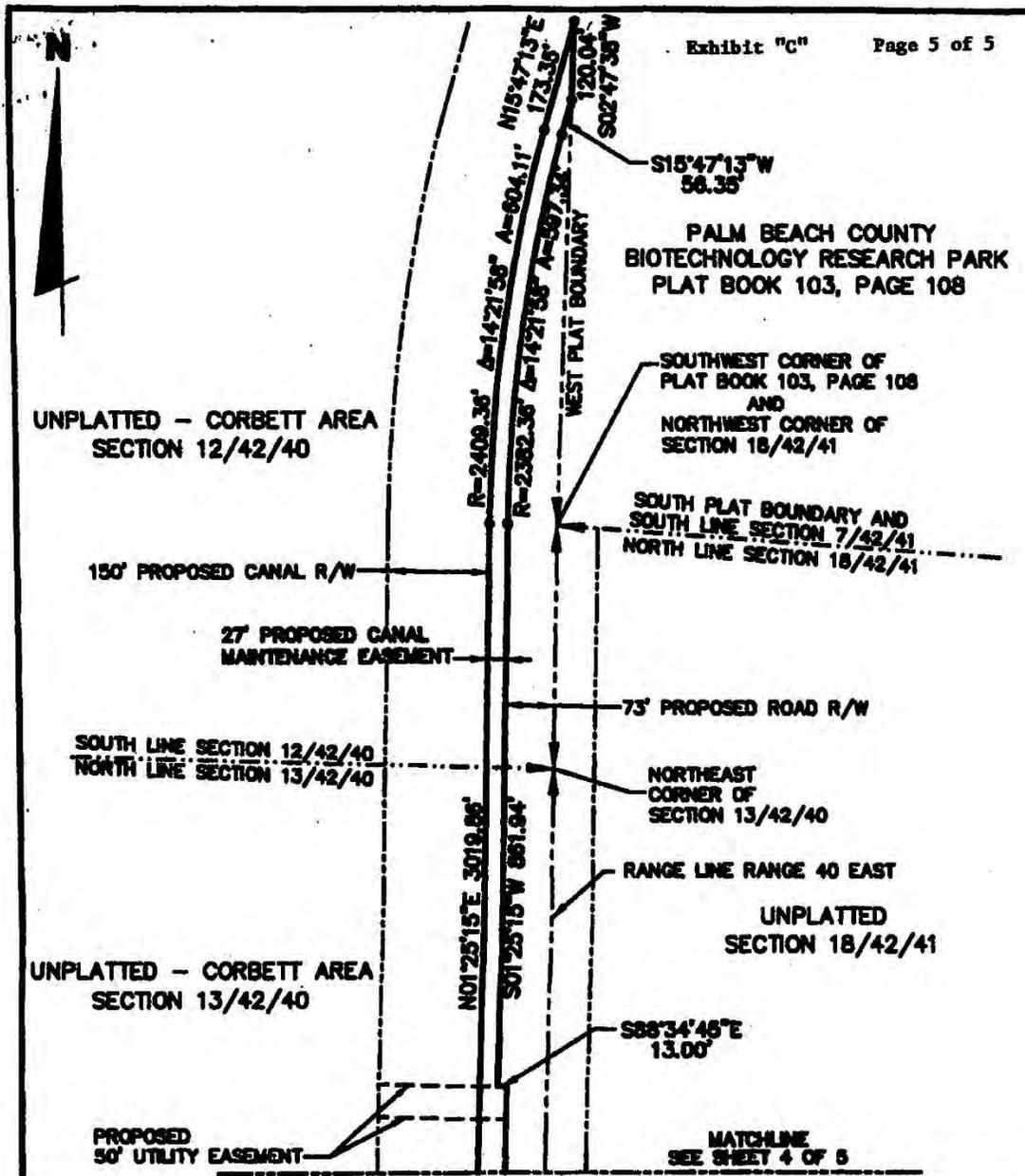


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SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION

THIS SKETCH IS NOT A SURVEY

DRAWN: DKW	PROJ. No. 04-013
CHECKED: TB	SCALE: 1" = 200'
CANAL MAINTENANCE R/W	DATE: JUNE 2008
	SHEET 4 OF 5



B
BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
 (561) 615-3888, (561) 615-3886 FAX

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

DRAWN: DKW	PROJ. No. 04-013
CHECKED: TB	SCALE: 1" = 200'
CANAL MAINTENANCE R/W	DATE: JUNE 2005
	SHEET 5 OF 5

LEGAL DESCRIPTION:

A PARCEL OF LAND IN SECTION 13, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EASTERLY LINE OF A 185' FPL EASEMENT, RECORDED IN OFFICIAL RECORD BOOK 765, PAGE 68, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH A LINE LYING 250.00 FEET WEST OF, AND PARALLEL WITH, THE EAST LINE OF SAID SECTION 13;
THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 404.01 FEET;
THENCE S88°34'45"E FOR 190.00 FEET TO A LINE LYING 80.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF SAID SECTION 13;
THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 50.00 FEET;
THENCE N88°34'45"W FOR 190.00 FEET TO SAID LINE LYING 250.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF SAID SECTION 13;
THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 400.00 FEET;
THENCE N88°34'45"W FOR 827.90 FEET TO THE SAID EASTERLY LINE OF A 185' FPL EASEMENT;
THENCE ALONG SAID EASTERLY LINE, S34°54'14"E FOR 1060.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.37 ACRES, MORE OR LESS.

EXHIBIT "D"
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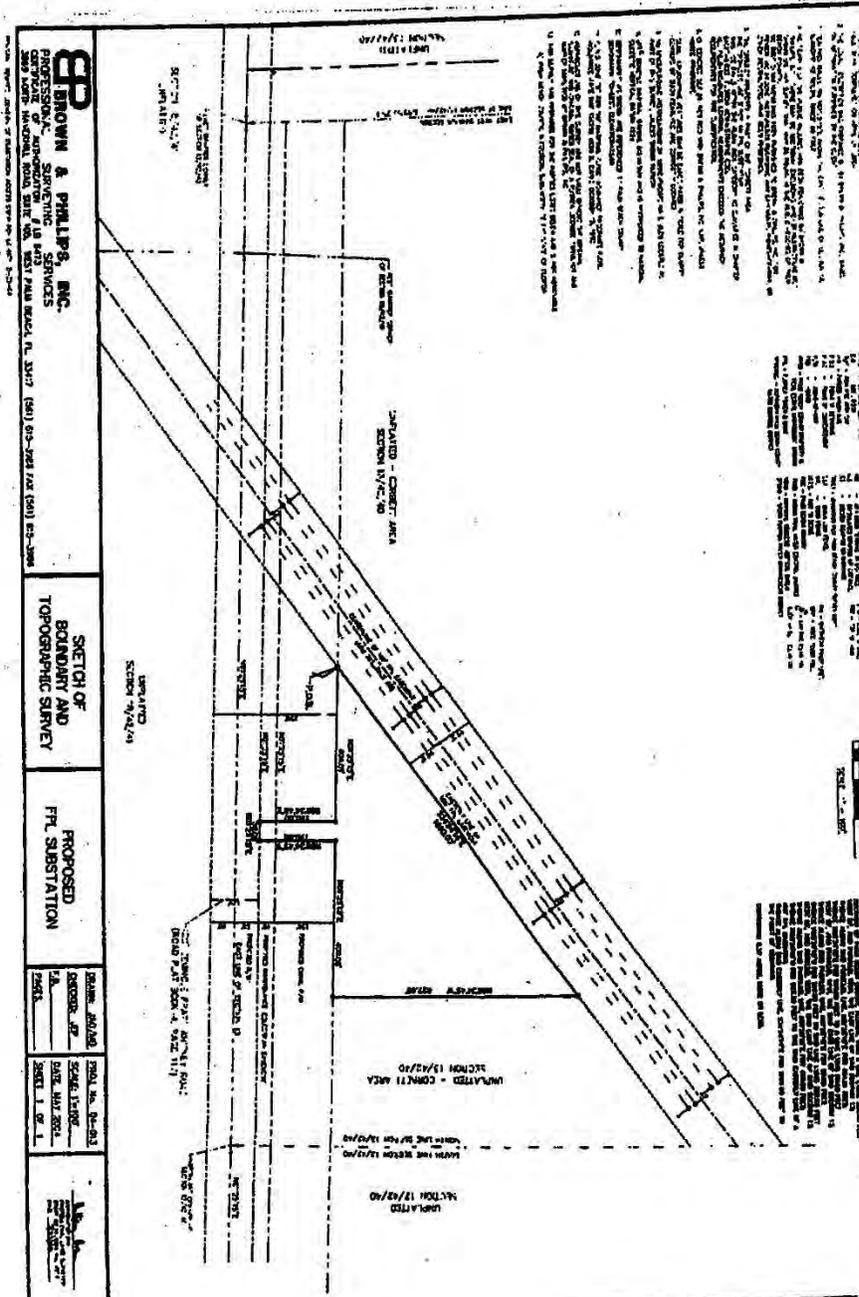


EXHIBIT "E"

Page 1 of 2

LEGAL DESCRIPTION:

A PARCEL OF LAND IN SECTIONS 12 AND 13, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST QUARTER CORNER OF SAID SECTION 13;
THENCE ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 13, S89°52'25"W FOR 100.03 FEET TO A LINE LYING 100.00 FEET WEST OF, AND PARALLEL WITH, THE EAST LINE OF SAID RANGE 40 EAST, AND THE POINT OF BEGINNING;
THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 3019.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2409.36 FEET
THENCE NORTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°21'58" FOR 604.11 FEET TO A POINT OF TANGENCY;
THENCE N15°47'13"E FOR 173.35 FEET TO THE SAID EAST LINE OF RANGE 40 EAST;
THENCE ALONG SAID EAST LINE, N02°47'38"E FOR 487.45 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1564.01 FEET, WHERE A RADIAL LINE BEARS S61°09'40"E;

THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13°03'07" FOR 356.28 FEET TO A POINT OF TANGENCY;
THENCE S15°47'13"W FOR 295.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2559.36 FEET;
THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°21'58" FOR 641.72 FEET TO A POINT OF TANGENCY ON A LINE LYING 250.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF RANGE 40 EAST;
THENCE ALONG SAID PARALLEL LINE, S01°25'15"W FOR 3023.91 FEET TO THE SAID EAST-WEST QUARTER SECTION LINE OF SECTION 13;
THENCE ALONG SAID EAST-WEST QUARTER SECTION LINE, N89°52'25"E FOR 150.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.09 ACRES, MORE OR LESS.

LESS THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF A 185' FPL EASEMENT, RECORDED IN OFFICIAL RECORD BOOK 765, PAGE 68, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH A LINE LYING 250.00 FEET WEST OF, AND PARALLEL WITH, THE EAST LINE OF SAID SECTION 13;
THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 404.01 FEET TO THE POINT OF BEGINNING;

THENCE S88°34'45"E FOR 150.00 FEET TO A LINE LYING 100.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF SAID SECTION 13;
THENCE ALONG SAID PARALLEL LINE, N01°25'15"E FOR 50.00 FEET;
THENCE N88°34'45"W FOR 150.00 FEET TO SAID LINE LYING 250.00 FEET WEST OF, AND PARALLEL WITH, THE SAID EAST LINE OF SAID SECTION 13;
THENCE ALONG SAID PARALLEL LINE, S01°25'15"W FOR 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7500 SQUARE FEET (0.17 ACRES), MORE OR LESS.

NET AREA = 13.92 ACRES, MORE OR LESS.

