



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.9.

12/17/2019

Subject:

Approval, Re: Seventh Amendment of County Lease with Roy F. Roberts & Son Groves, Inc.; RE: Cattle Lease for a portion of the Scottsmoor Flatwoods Sanctuary Property. District 1

Fiscal Impact:

There are no impacts to General Revenue Funds. Revenue to the EEL Program budget will be \$1,878.24, per year.

Dept/Office:

Parks and Recreation Department/Environmentally Endangered Lands (EEL) Program

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chair to sign the Seventh Amendment of County Lease with Roy F. Roberts & Son Groves, Inc. on a 112 +/- acre portion of the Scottsmoor Flatwoods Sanctuary Property used as a cattle lease, described in Exhibit A.

Summary Explanation and Background:

On September 24, 2008, the Environmentally Endangered Lands (EEL) Program acquired 852 +/- acres of land from Scottsmoor Partners, LLC. This property is currently under management by the EEL Program as the Scottsmoor Flatwoods Sanctuary. At the time of closing, an existing lease which allowed for cattle grazing was in place on 112 +/- acres of the property. The lease with Roy F. Roberts & Son Groves, Inc. was extended under new lease terms negotiated by the County, at the time of closing.

This request is to approve the Seventh Amendment to the original lease which will extend the existing terms and revenue of \$1,878.24 per year for a five (5) year term with an option for two (2) one year renewals. The lease will be eligible for renewal again on December 28, 2024, or sooner with 75 days written notice by either party.

The Seventh Amendment recognizes that the property lease will benefit the County by providing cattle grazing on the property which will aid in controlling the re-growth of exotic invasive species, until a restoration plan for this area of the sanctuary can be implemented, and will provide revenue to assist with land management activities for the Sanctuary.

Clerk to the Board Instructions:

Please return the original to the EEL Program office.

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor:	
2. Fund/Account #:	3. Department Name:
4. Contract Description:	
5. Contract Monitor:	7. Contract Type:
6. Dept/Office Director:	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>	<u>DATE</u>
User Agency			_____	_____
Risk Management			_____	_____
County Attorney			_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>	<u>DATE</u>
User Agency			_____	12/10/2019
Risk Management			_____	12/10/2019
County Attorney			_____	_____

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	
Department	
Program	
Contact Name	
Cost Center, Fund, and G/L Account	
Vendor Information (SAP Vendor #)	
Contract Status	
Contract Title	
Contract Type	
Contract Amount	
Storage Location (SAP)	
Contract Approval Date	
Contract Effective Date	
Contract Expiration Date	
Contract Absolute End Data (No Additional Renewals/Extensions)	
Material Group	
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	
"Right To Audit" Clause Included in Contract	
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

December 18, 2019

MEMORANDUM

TO: Mike Knight, EEL Program Manager

RE: Item F.9, Approval of Seventh Amendment of County Lease with Roy F. Roberts & Son Groves, Inc. for Cattle Lease for a Portion of the Scottsmoor Flatwoods Sanctuary Property

The Board of County Commissioners, in regular session on December 17, 2018, authorized the Chair to execute the Seventh Amendment of County Lease with Roy F. Roberts & Son Groves, Inc., on a 112+/- acre portion of the Scottsmoor Flatwoods Sanctuary Property used as a cattle lease. Enclosed is an executed copy of the Cattle Lease.

Upon execution by Roy F. Roberts & Sons Groves, Inc., please return a fully-executed copy of the Lease to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

\cmw

Encl. (1)

cc: Park and Recreation Director
Contracts Administration
Budget
Finance

SEVENTH AMENDMENT TO CATTLE LEASE

THIS SEVENTH AMENDMENT TO CATTLE LEASE (the “Seventh Amendment”) made this ___ day of _____ 20___, between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, located at 2725 Judge Fran Jamieson Way, Building C, Viera, Florida, 32940 (“Owner”) and ROY F. ROBERTS & SON GROVES, INC., a Florida Corporation, whose address is Post Office Box 504, Scottsmoor, Florida 32775-0504 (“Lessee”).

WHEREAS, the Owner purchased certain real property located in Scottsmoor that is subject to a Cattle Lease between Scottsmoor Partners, LLC and the Lessee; and

WHEREAS, the Owner’s acquisition is more particularly described in Exhibit “A”, attached hereto and incorporated by reference herein, and contains approximately 112 acres; and

WHEREAS, all terms and conditions provided for in the Original Cattle Lease, dated December 20, 2005 (“Original Cattle Lease”); Amendment to Cattle Lease, dated January 31, 2007; Second Amendment to Cattle Lease, dated October 31, 2007; Third Amendment to Cattle Lease, dated August 5, 2008; Board of County Commissioner Resolution No. 2008-163, dated August 5, 2008; Fourth Amendment to Cattle Lease, dated October 26, 2010; Fifth Amendment to Cattle Lease dated December 13, 2011; and Sixth Amendment to the Cattle Lease dated December 9, 2014, are incorporated herein by this reference; and

WHEREAS, the Environmentally Endangered Lands Program staff has determined that allowing Lessee to continue using that portion of the property which is already disturbed and fenced is beneficial to the County for controlling regrowth of invasive species until the management plan can be implemented. This limited area is referred to as the “Property” and is more particularly described in Exhibit “B”.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties reaffirm the obligations under the Cattle Lease, and amendments thereto, and amend and modify the same as follows:

1. All terms and conditions of the Original Cattle Lease, and amendments thereto, not inconsistent with the provisions of this Amendment shall remain in full force and effect.

2. Paragraph 2. TERM is amended to read:

The term of the Lease shall continue until December 28, 2024, unless sooner terminated (the “Lease Term”). Should either party desire to terminate the Lease at any time during the Lease Term, then the terminating party shall provide the other party with seventy-five (75) days prior written notice. The Parties may agree in writing to extend this Lease for

up to two (2) additional one-year terms. Any extensions must be approved in writing by both Parties prior to termination of this Lease.

IN WITNESS WHEREOF, the parties hereto have signed this Seventh Amendment to Cattle Lease as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

“OWNER”

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FL

By: Bryan Andrew Lober
BRYAN ANDREW LOBER, CHAIR

As approved by the Board on 12/17/19

Attest: Scott Ellis
Scott Ellis, Clerk

Approved for Legal Form and
Content for Brevard County

By: Alex Essee 12/10/19
Alex Essee, Assistant County Attorney

“LESSEE”

ROY F. ROBERTS & SON GROVES, INC., a
Florida Corporation

Name: _____

By: _____

Name: _____

Date: _____

Name: _____

Exhibit "A"

PARCEL NO. 1

A PARCEL OF LAND BEING A PORTION OF THE GARVIN AND FOUNTAIN GRANTS, AS SHOWN ON THE PLAT OF "SCOTT'S MOOR LITTLE FARMS", AS RECORDED IN PLAT BOOK 3, PAGE 63 AND ALL OR PARTS OF SUBSEQUENT REPLATS THEREOF, AND ALSO BEING THOSE PORTIONS OF BLOCKS 2 AND 3, SECTION 2, LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 AND ALL OF BLOCKS 1 AND 4, TOGETHER WITH THOSE PORTIONS OF BLOCKS 2 AND 3, SECTION 3, LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF I-95 AS SHOWN ON THE PLAT OF "INDIAN RIVER PARK", AS RECORDED IN PLAT BOOK 2, PAGE 33 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH ALL PLATTED RIGHTS OF WAYS WITHIN SAID PARCEL, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE GARVIN GRANT AND THE NORTHWEST CORNER OF LOT 57 AS SHOWN ON THE PLAT OF "SCOTT'S MOOR LITTLE FARMS" AS RECORDED IN PLAT BOOK 3, PAGE 63 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.72°39'50"E., ALONG THE NORTH LINE OF SAID GARVIN GRANT AND THE NORTHERLY BOUNDARY OF LOTS 57 THROUGH 59 AS SHOWN ON SAID PLAT OF "SCOTT'S MOOR LITTLE FARMS", 915.30 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF I-95 (STATE ROAD NO. 9), AND SAID POINT BEING THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE N.72°39'50"E., ALONG SAID NORTH LINE OF THE GARVIN GRANT AND ALONG THE NORTH LINE OF LOTS 59 THROUGH 63 AS SHOWN ON SAID PLAT OF SCOTT'S MOOR LITTLE FARMS, 1574.16 FEET TO THE SOUTHWEST CORNER OF LOT 7 OF THE PABLO FONTAINE GRANT AND SAID POINT BEING THE NORTHEAST CORNER OF LOT 63 AS SHOWN ON THE AFORESAID PLAT OF "SCOTT'S MOOR LITTLE FARMS"; THENCE N.11°37'25"W., ALONG THE WEST LINE OF THE AFORESAID LOT 7 OF THE PABLO FONTAINE GRANT AS OCCUPIED BY THE AFORESAID PLAT OF "SCOTT'S MOOR LITTLE FARMS", 3210.75 FEET TO THE INTERSECTION WITH THE WESTERLY PROLONGATION OF THE NORTH LINE OF BLOCKS H, I, J AND K AS SHOWN ON THE PLAT OF "SUBDIVISION OF FARMS 48, 49, 50, 51, 52, 53 NORTH EXTENSION OF SCOTTSMOOR" AS RECORDED IN PLAT BOOK 4, PAGE 84 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.72°53'39"E., ALONG SAID LINE, 1336.58 FEET TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 76 AS SHOWN ON THE PLAT OF "SUBDIVISION OF FARM 37 NORTH EXTENSION OF SCOTTSMOOR" AS RECORDED IN PLAT BOOK 4, PAGE 90 OF THE PUBLIC RECORDS OF BREVARD COUNTY FLORIDA; THENCE N.15°14'18"W., ALONG THE WESTERLY BOUNDARY OF SAID BLOCK 76, A DISTANCE OF 210.70 FEET TO THE NORTHWEST CORNER THEREOF; THENCE N.72°46'54"E., ALONG THE NORTH LINE OF BLOCKS 76, 77, 82, 83 AND 88 OF SAID PLAT OF "SUBDIVISION OF FARM 37 NORTH EXTENSION OF SCOTTSMOOR" AND ALONG THE SOUTHERLY RIGHT OF WAY LINE OF CORAL

AVENUE, A DISTANCE OF 1350.55 FEET TO THE NORTHEAST CORNER OF LOT 22, BLOCK 88 OF SAID PLAT AND SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE S.15°13'37"E., ALONG THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, AND ALONG THE EAST LINE OF BLOCKS 88 AND 87 AS SHOWN ON THE PLATS RECORDED IN PLAT BOOK 4, PAGE 90 AND PLAT BOOK 4, PAGE 15 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, 737.84 FEET; THENCE S.72°52'03"W., 275.15 FEET; THENCE S.15°13'37"E., 1475.82 FEET; THENCE N.72°52'03"E., 140.13 FEET TO A POINT LYING ON THE WEST LINE OF LOTS 13 THROUGH 18, BLOCK 72 AS SHOWN ON THE PLAT OF "SUBDIVISION OF FARMS 44, 45 AND 46 NORTH EXTENSION OF SCOTTSMOOR" AS RECORDED IN PLAT BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S.15°13'38"E., ALONG SAID LINE, 150.11 FEET TO THE NORTHEAST CORNER OF LOT 12, BLOCK 72 OF SAID PLAT OF "SUBDIVISION OF FARMS 44, 45, AND 46 NORTH EXTENSION OF SCOTTSMOOR"; THENCE S.72°52'04"W., ALONG THE NORTH LINE OF SAID LOT 12 AND ALONG THE NORTH LINE OF LOT 13, BLOCK 71 OF SAID PLAT OF "SUBDIVISION OF FARMS 44, 45 AND 46 NORTH EXTENSION OF SCOTTSMOOR", 320.08 FEET TO THE NORTHWEST CORNER OF SAID LOT 13; THENCE S.15°13'41"E., ALONG THE WEST LINE OF SAID LOT 13, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE S.72°52'03"W., ALONG THE SOUTH LINE OF THE AFORESAID BLOCK 71 AND THE WESTERLY PROLONGATION THEREOF AND ALONG THE NORTHERLY RIGHT OF WAY LINE OF LUCERNE AVENUE, 185.05 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF VERMONT STREET; THENCE S.15°13'43"E., ALONG THE WESTERLY RIGHT OF WAY LINE OF VERMONT STREET AS SHOWN ON THE PLATS RECORDED IN PLAT BOOK 4, PAGE 8, PLAT BOOK 3, PAGE 64, PLAT BOOK 3, PAGE 89 AND PLAT BOOK 8, PAGE 10, ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 4294.90 FEET TO A POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF PEARL STREET AND THE SOUTH LINE OF THE NORTH 1/2 OF THE GARVIN GRANT AS SHOWN ON THE PLAT OF "SCOTT'S MOOR LITTLE FARMS" AS RECORDED IN PLAT BOOK 3, PAGE 63 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S.72°40'23"W., ALONG SAID LINE, 320.05 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF BERLIN STREET; THENCE S.15°13'46"E., ALONG THE SOUTHERLY PROLONGATION OF SAID WESTERLY RIGHT OF WAY LINE OF BERLIN STREET, 602.08 FEET TO A POINT LYING ON THE NORTH LINE OF LOT 4, BLOCK 2, SECTION 2 AS SHOWN ON THE PLAT OF "INDIAN RIVER PARK" AS RECORDED IN PLAT BOOK 2, PAGE 33 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.78°55'41"E., ALONG SAID LINE, 312.01 FEET; THENCE S.17°45'39"E., 1968.63 FEET; THENCE N.76°23'50"E., 750.00 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE S.23°37'37"E., ALONG SAID RIGHT OF WAY LINE, 367.87 FEET TO A POINT LYING ON THE CENTERLINE OF A PLATTED 30.00 FOOT WIDE RIGHT OF WAY LYING SOUTH OF AND ADJACENT TO THE SOUTH LINES OF BLOCK 3, SECTION 2 AND BLOCKS 3 AND 4, SECTION 3 AS SHOWN ON THE AFORESAID PLAT OF "INDIAN RIVER PARK"; THENCE ALONG THE CENTERLINE OF SAID 30.00 FOOT WIDE RIGHT OF WAY, THE FOLLOWING THREE COURSES AND DISTANCES; THENCE S.76°23'51"W., 1190.11 FEET; THENCE

S.78°48'10"W., 2641.67 FEET; THENCE S.79°22'24"W., 1010.72 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF I-95 (STATE ROAD NO. 9); THENCE N.13°57'30"W., ALONG SAID RIGHT OF WAY LINE, 5855.46 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT FROM ALL OF THE ABOVE, THE FOLLOWING DESCRIBED PARCELS OF LAND:

LOT 12, BLOCK 74, LOT 12, BLOCK 75 AND LOT 16, BLOCK 88 AS SHOWN ON SUBDIVISION OF FARMS 38, 39, 40, 41, 42, 43 NORTH EXTENSION OF SCOTTSMOOR, AS RECORDED IN PLAT BOOK 4, PAGE 15; LOTS 8 AND 9, BLOCK W AS SHOWN ON SUBDIVISION OF FARMS 48, 49, 50, 51, 52, 53 NORTH EXTENSION OF SCOTTSMOOR AS RECORDED IN PLATBOOK 4, PAGE 84; LOT 11, BLOCK X AS SHOWN ON SUBDIVISION OF FARMS 54, 55 AND 56 NORTH EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 92; LOT 18, BLOCK 115 AS SHOWN ON SUBDIVISION OF FARMS 64, 65, 66 WEST EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 92; LOTS 1 AND 2, BLOCK 66 AS SHOWN ON SUBDIVISION OF FARMS 44, 45 AND 46 NORTH EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 8; LOT 5, BLOCK 3 AND THAT PART OF LOTS 11 AND 12, BLOCK 4 LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95 AS SHOWN ON SUBDIVISION OF FARMS 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116 AND 117 SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 90; LOTS 13, 14, 18, 19, 20, 21, 22, 23, 24, 25, 35, 36, 38, 40 AND 41, BLOCK 1 AND LOTS 15, 17, 18, 20, 24, 25, 26, 27 AND 35, BLOCK 7 AS SHOWN ON PLAN OF SCOTT'S-MOOR AS RECORDED IN PLATBOOK 3, PAGE 64; LOTS 11 AND 12, BLOCK 25 AS SHOWN ON SCOTTSMOOR ANNEX AS RECORDED IN PLAT BOOK 3, PAGE 89 ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

ALSO LESS AND EXCEPT FROM ALL OF THE ABOVE, THE FOLLOWING DESCRIBED PARCELS OF LAND:

THE WEST 760 FEET OF LOT 67, AS SHOWN ON PLAT OF SCOTT'S MOOR LITTLE FARMS AS RECORDED IN PLAT BOOK 3, PAGE 63; LOT 11, BLOCK 2, AS SHOWN ON SUBDIVISION OF FARMS 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, AND 117 SCOTTSMOOR, AS RECORDED IN PLAT BOOK 4, PAGE 90; LOT 29, BLOCK 1, AS SHOWN ON PLAN OF SCOTT'S MOOR AS RECORDED IN PLAT BOOK 3, PAGE 64; LOTS 11 AND 12, BLOCK 13, SCOTTSMOOR ANNEX, AS RECORDED IN PLAT BOOK 3, PAGE 89; LOTS 10 AND 11, BLOCK 69, AS SHOWN ON SUBDIVISION OF FARMS 44, 45 AND 46 NORTH EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 8, ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

ALSO LESS AND EXCEPT FROM ALL OF THE ABOVE: THE SUBDIVISION OF PARRISH PARK AT SCOTTSMOOR AS RECORDED IN PLAT BOOK 45, PAGE 31 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL NO. 2

A PARCEL OF LAND BEING A PART OF BLOCKS 2 AND 3, SECTION 2, AS SHOWN ON THE PLAT OF INDIAN RIVER PARK AS RECORDED IN PLAT BOOK 2, PAGE 33 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PEARL STREET WITH THE WESTERLY RIGHT OF WAY LINE OF BERLIN STREET AS SHOWN ON THE PLAT OF "SCOTTSMOOR ANNEX" AS RECORDED IN PLAT BOOK 3, PAGE 89 OF THE PUBLIC RECORDS OF BREVARD COUNTY FLORIDA; THENCE S.15°13'46"E., ALONG THE SOUTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF BERLIN STREET, 602.08 FEET TO A POINT LYING ON THE NORTH LINE OF LOT 4, BLOCK 2, SECTION 2, AS SHOWN ON THE AFORESAID PLAT OF "INDIAN RIVER PARK"; THENCE N.78°55'41"E., ALONG SAID LINE, 312.01 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE S.17°45'39"E., 1968.63 FEET; THENCE N.76°23'50"E., 750.00 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5), A 143 FOOT WIDE RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY LINE, THE FOLLOWING TWO COURSES AND DISTANCES; THENCE N.23°37'37"W., 1289.97 FEET; THENCE N.15°13'37"W., 664.74 FEET TO A POINT LYING ON THE NORTH LINE OF LOT 3, BLOCK 2, SECTION 2, AS SHOWN ON THE AFORESAID PLAT OF INDIAN RIVER PARK; THENCE S.78°55'41"W., ALONG SAID LINE, 650.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3

A PARCEL OF LAND BEING A PART OF BLOCKS 72, 86 AND 87 TOGETHER WITH PORTIONS OF TRAVIS STREET, MARION AVENUE AND AVOCADO AVENUE, ALL AS SHOWN ON THE PLAT OF "SUBDIVISION OF FARMS 38, 39, 40, 41, 42, 43 NORTH EXTENSION OF SCOTTSMOOR" AS RECORDED IN PLAT BOOK 4, PAGE 15, AND ALSO BEING A PART OF BLOCK 72 AS SHOWN ON THE PLAT OF "SUBDIVISION OF FARMS 44, 45 AND 46 NORTH EXTENSION OF SCOTTSMOOR" AS RECORDED IN PLAT BOOK 4, PAGE 8, ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 22, BLOCK 88, AS SHOWN ON THE PLAT OF "SUBDIVISION OF FARM 37 NORTH EXTENSION OF SCOTTSMOOR" AS RECORDED IN PLAT BOOK 4; PAGE 90 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5), A 143.00 FOOT WIDE RIGHT OF WAY; THENCE S.15°13'37"E., ALONG SAID RIGHT OF WAY LINE AND ALONG THE EAST LINE OF THE AFORESAID BLOCK 88 AND ALONG THE EAST LINE OF BLOCKS 88 AND 87 AS SHOWN ON THE AFORESAID PLAT OF "SUBDIVISION OF FARMS 38, 39, 40, 41, 42, 43 NORTH EXTENSION OF SCOTTSMOOR", A DISTANCE OF 737.84 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE

S.72°52'03"W., 275.15 FEET; THENCE S.15°13'37"E., 1475.82 FEET; THENCE N.72°52'03"E., 140.13 FEET TO A POINT LYING ON THE WESTERLY LINE OF LOTS 13 THROUGH 21, BLOCK 72, AS SHOWN ON THE AFORESAID PLATS OF "SUBDIVISION OF FARMS 38, 39, 40, 41, 42, 43 NORTH EXTENSION OF SCOTTSMOOR" AND "SUBDIVISION OF FARMS 44, 45 AND 46 NORTH EXTENSION OF SCOTTSMOOR"; THENCE N.15°13'38"W., ALONG SAID LINE, 235.89 FEET TO THE NORTHWEST CORNER OF THE AFORESAID LOT 21, BLOCK 72; THENCE N.72°52'13"E., ALONG THE NORTH LINE OF SAID LOT 21, A DISTANCE OF 135.03 FEET TO THE NORTHEAST CORNER THEREOF AND SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE N.15°13'37"W., ALONG SAID RIGHT OF WAY LINE AND ALONG THE EAST LINE OF BLOCKS 72, 86 AND 87 OF THE AFORESAID PLAT OF "SUBDIVISION OF FARMS 38, 39, 40, 41, 42, 43 NORTH EXTENSION OF SCOTTSMOOR", A DISTANCE OF 1239.93 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 4

LOT 11, BLOCK 2, AS SHOWN ON SUBDIVISION OF FARMS 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116 AND 117 SCOTTSMOOR, AS RECORDED IN PLAT BOOK 4, PAGE 90; LOT 29, BLOCK 1, AS SHOWN ON PLAN OF SCOTT'S-MOOR AS RECORDED IN PLAT BOOK 3, PAGE 64; LOTS 11 AND 12, BLOCK 13, SCOTTSMOOR ANNEX, AS RECORDED IN PLAT BOOK 3, PAGE 89; LOTS 10 AND 11, BLOCK 69, AS SHOWN ON SUBDIVISION OF FARMS 44, 45 AND 46 NORTH EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 8, ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND

LOT 15, BLOCK Y, AS SHOWN ON RESUBDIVISION OF FARM 56 NORTH EXTENSION OF SCOTTSMOOR, AS RECORDED IN PLAT BOOK 7, PAGE 44, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND

LOT 13, BLOCK 72, SCOTTSMOOR RESUBDIVISION (AS RECORDED IN PLAT BOOK 4, PAGE 8, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA), LYING IN SECTION 41, TOWNSHIP 20G SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, AND

LOT 12, BLOCK 74, SCOTTSMOOR RESUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 15, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND

PARCEL NO. 5 (F/K/A ROBERTS PARCEL)

A PARCEL OF LAND BEING THAT PART OF THE PARCELS OF LAND DESCRIBED IN OFFICIAL RECORDS BOOKS 2201, PAGE 1934 AND 4311, PAGE 1072 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO.1 AND SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF STUCK WAY ROAD (SR.5A), SAID PARCEL OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE

PLAT OF SUBDIVISION OF FARM 47 NORTH EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 82 B AND SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTH 1/2 OF PARCEL NO.7 AS SHOWN ON THE SUBDIVISION OF THE SPANISH GRANT OF PABLO F. FONTAINE AS RECORDED IN DEED BOOK D, PAGE 525 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.11°37'25"W., ALONG THE WEST LINE OF SAID NORTH 1/2 OF PARCEL NO.7, A DISTANCE OF 1277.00 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF STUCK WAY ROAD (SR.5A); THENCE N.46°46'30"E., ALONG SAID RIGHT OF WAY LINE, 2304.77 FEET TO A POINT LYING ON THE NORTH LINE OF THE MIDDLE 1/3 OF SAID PARCEL 7 AS SHOWN ON THE SUBDIVISION OF THE SPANISH GRANT OF PABLO F. FONTAINE AND SAID POINT BEING THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED AS PARCEL B IN OFFICIAL RECORDS BOOK 3626, PAGE 1707 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.72°42'54"E., ALONG THE SOUTH LINE OF SAID PARCEL B, 520.58 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL B AND SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO.1; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO.1, THE FOLLOWING THREE COURSES AND DISTANCES; THENCE S.15°13'37"E., 809.36 FEET; THENCE N.74°46'23"E., 35.00 FEET; THENCE S.15°13'37"E., 1472.92 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE AFORESAID NORTH 1/2 OF PARCEL NO.7 AS SHOWN ON THE SUBDIVISION OF THE SPANISH GRANT OF PABLO F. FONTAINE AND SAID LINE BEING THE NORTH RIGHT OF WAY LINE OF CORAL AVENUE AS SHOWN ON THE PLATS OF SUBDIVISION OF FARM 47 NORTH EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 82B AND SUBDIVISION OF FARM 37 NORTH EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 90 ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S.72°46'54"W., ALONG SAID RIGHT OF WAY LINE OF CORAL AVENUE AND ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SAID PARCEL NO.7, A DISTANCE OF 2672.14 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING THAT PART OF THE PARCELS OF LAND DESCRIBED IN OFFICIAL RECORDS BOOKS 2201, PAGE 1934 AND 4311, PAGE 1072 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO.1 AND SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF STUCK WAY ROAD (SR.5A), SAID PARCEL OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PLAT OF SUBDIVISION OF FARM 47 NORTH EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 82 B AND SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTH 1/2 OF PARCEL NO.7 AS SHOWN ON THE SUBDIVISION OF THE SPANISH GRANT OF PABLO F. FONTAINE AS RECORDED IN DEED BOOK D, PAGE 525 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.11°37'25"W., ALONG THE WEST LINE OF SAID NORTH 1/2 OF PARCEL NO.7, A DISTANCE OF 1277.00 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF STUCK WAY ROAD (SR.5A); THENCE N.46°46'30"E., ALONG SAID RIGHT OF WAY LINE, 2304.77 FEET TO A POINT LYING ON THE NORTH LINE OF THE MIDDLE 1/3 OF SAID PARCEL 7 AS SHOWN ON THE SUBDIVISION OF THE SPANISH GRANT OF PABLO F. FONTAINE AND SAID POINT BEING THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED AS PARCEL B IN OFFICIAL RECORDS BOOK 3626, PAGE 1707 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.72°42'54"E., ALONG THE SOUTH LINE OF SAID PARCEL B, 520.58 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL B AND SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO.1; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO.1, THE FOLLOWING THREE COURSES AND DISTANCES; THENCE S.15°13'37"E., 809.36 FEET; THENCE N.74°46'23"E., 35.00 FEET; THENCE S.15°13'37"E., 1472.92 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE AFORESAID NORTH 1/2 OF PARCEL NO.7 AS SHOWN ON THE SUBDIVISION OF THE SPANISH GRANT OF PABLO F. FONTAINE AND SAID LINE BEING THE NORTH RIGHT OF WAY LINE OF CORAL AVENUE AS SHOWN ON THE PLATS OF SUBDIVISION OF FARM 47 NORTH EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 82B AND SUBDIVISION OF FARM 37 NORTH EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 90 ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S.72°46'54"W., ALONG SAID RIGHT OF WAY LINE OF CORAL AVENUE AND ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SAID PARCEL NO.7, A DISTANCE OF 2672.14 FEET TO THE POINT OF BEGINNING.. CONTAINING 112.65 ACRES MORE OR LESS.

AMENDMENT TO CATTLE LEASE

THIS AMENDMENT TO CATTLE LEASE (the "Cattle Lease") made this 31ST day of January, 2007, between SCOTSMOOR PARTNERS, LLC, a Florida limited liability company, whose principal address is 1682 W. Hibiscus Blvd., Melbourne, Florida, 32901 (hereinafter referred to as "Owner") and ROBERTS & SONS GROVES, INC., an individual, whose principal address is Post Office Box 504, Scottsmeer, Florida, 32775-0504 (hereinafter referred to as "Lessee").

RECITALS:

A. Owner and Lessee entered into that certain Cattle Lease dated December 20, 2005; and

B. In order to comply with governmental authority with regards to the term of the Cattle Lease for agricultural exemption purposes, the Parties desire to amend the Cattle Lease as further described below.

NOW, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties reaffirm their obligation under the Contract and amend and modify the same as follows:

1. Paragraph 2- Term is hereby amended to read as follows: "2. TERM. The term of this Lease shall commence on the effective date of the Lease and expire on December 20, 2010, unless sooner terminated (the "Lease Term"). Should either party desire to terminate the Lease at any time during the Lease Term, then the terminating party shall provide the other party with six (6) months written notice."
2. Unless modified by further amendment, all other provisions of the Cattle Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereunto set their hands the day and year first above written.

"LESSEE"

ROBERTS & SONS GROVES, INC.,
Florida limited a Florida corporation

By: [Signature]
Name: Roy Roberts
Its: President

"OWNER"

SCOTSMOOR PARTNERS, LLC, a
liability company

By: [Signature]
Name: HUGH M. EVANS, JR.
Its: Vice President of Highlands of North Brevard

CATTLE LEASE

THIS CATTLE LEASE (the "Lease") made this 22nd day of December, 2005, between SCOTTSMOOR PARTNERS, LLC, a Florida limited liability company, whose principal address is 1682 W. Hibiscus Blvd., Melbourne, Florida, 32901 (hereinafter referred to as "Owner") and ROY ROBERTS & SONS GROVES, INC., a Florida corporation, whose principal address is Post Office Box 504, Scottsmeer, Florida, 32775-0504 (hereinafter referred to as "Lessee").

RECITALS:

A. Owner is the owner in fee simple of certain real property located in Scottsmeer, Brevard County, Florida and more particularly described in Exhibit "A", containing approximately 850 acres, attached hereto and incorporated by reference herein (hereinafter referred to as the "Property").

B. Owner currently has fenced the Lessee's area as shown on the attached Exhibit "B". The remainder of the property will be fenced on or before _____, 2005.

B. Owner and Lessee now desire to have Owner lease the Property to the Lessee on the terms contained in this Lease.

NOW THEREFORE, the parties hereto hereby covenant and agree as follows:

1. **PROPERTY.** In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be observed and performed, the Owner demises and leases to the Lessee, and the Lessee rents from the Owner the Property. This Lease and the rights of the parties set forth herein shall create the relationship of "Owner" and "Lessee" only between Owner and Lessee.

2. **TERM.** The term of this Lease shall commence on December 20, 2005 and expire on December 20, 2007, unless sooner terminated (the "Initial Term"). Should either party desire to terminate the Lease at any time during the Initial Term, then the terminating party shall provide the other party with forty-five (45) days written notice.

3. **RENTAL CONSIDERATION.** For the term of this Lease, Lessee agrees to pay Owner, the sum of Five Hundred and 00/100 (\$500.00) Dollars on or before December 20th of each year for the term of this Lease. Said sum shall be paid to Owner in lawful money of the United States of America, which shall be legal tender at the time of payment, at the office of Owner or to such other person or at such other place as Owner may from time to time designate in writing. In the event Owner exercises its right to terminate the lease as set forth in section 2 above, during any calendar year for which the annual rent has been paid, the Owner will, upon vacation and surrender of possession of the Property by Lessee, reimburse Lessee any excess rent paid in advance for the balance of the applicable calendar year. The amount to be reimbursed to Lessee shall be calculated by taking the annual rental amount and dividing the

same by 365 and multiplying the resulting daily rental amount by the number of days remaining in the calendar year at the time of surrender of the Property by Lessee.

4. **USE OF PROPERTY.** During the term of this Lease and any extension thereof, Lessee shall use the Property only as pasture land for the grazing of cattle or for such other agricultural pursuit as Owner shall expressly agree to in writing.

5. **LESSEE'S OBLIGATIONS.**

A. Lessee shall not permit, commit or suffer any waste, impairment or deterioration of the Property or any part thereof.

B. Lessee shall not create or excavate any lakes, canals or ditches on the Property except that Lessee may clear the Property for grazing purposes as long as Lessee does not cut or remove any trees, wood, timber, lighterwood, or stumps from the Property.

C. Lessee shall have at least one person located near the Property at all times in charge of the grazing of the cattle provided for herein.

D. Lessee shall on the expiration or the sooner of the termination of this Lease term, surrender to the Owner the Property in good condition and repair, reasonable wear and tear accepted. If the Property is not surrendered at expiration of the Lease term, then Lessee shall indemnify Owner against all damages which Owner shall suffer by reason thereon.

6. **ACCESS.** Owner shall also have the right to enter the Property at all reasonable times to inspect or to make such repairs, additions, alterations or improvements as Owner may deem desirable. Owner shall be allowed to take all material in, to and upon the Property that may be required therefore without the same constituting an eviction of Lessee in whole or in part and the rents reserved shall not abate while said work is in progress by reason of loss or interruption of Lessee's activities or otherwise and Lessee shall have no claim for damages.

7. **FENCING.** Owner shall be responsible for the costs of construction and maintenance of the fencing around the perimeter of the property to allow for the grazing of the cattle.

Should Lessee note that any maintenance or repairs to the fencing is required, it shall immediately notify Owner of same. Additionally, should Lessee deem that any change, alteration, addition or correction to the fencing is required, it shall immediately notify to Owner in writing of its request, so Owner may review and approve the request as further outlined in Paragraph 8 below.

8. **ALTERATIONS.** Lessee shall not make any alterations or improvements to the Property without the prior written consent of Owner. Lessee shall present to Owner plans and specifications for such work at the time approval is sought. If Lessee is permitted to make alterations, Lessee shall furnish to Owner, upon completion of same, a certified statement showing the total cost of such alterations and satisfactory evidence that payment for same has been made in full. As to any work performed by Lessee, Lessee shall indemnify and hold Owner harmless from any liens, claims or other liabilities that may be filed on or made against

Owner or the Property as a result of such work performed by Lessee. Any alterations or improvements made by Lessee shall become a part of the realty and be the sole property of Owner unless Lessee elects to remove such alterations and improvements and such removal can be done without damage or injury to the Property.

9. **ASSIGNMENT.** This Lease is not assignable by Lessee, which consent may be withheld by Seller in its sole and absolute discretion.

10. **INDEMNITY.** Except for losses, damages and claims arising out of the acts or omissions of Owner or Owner's agents, contractors and employees, Lessee shall indemnify and hold harmless Owner from and against any and all claims arising from Lessee's use of the Property, or from the conduct of Lessee's business or from any activity, work or things done by Lessee in or about the Property and shall further indemnify and hold harmless Owner from and against any and all claims arising from any breach or default in the performance of any obligations on Lessee's part to be performed under the terms of this Lease, or arising from any negligence of the Lessee, or any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Owner by reason of any such claim, Lessee, upon notice from Owner, shall defend the same at Lessee's expense by counsel acceptable to Owner. Likewise, Owner shall indemnify and hold harmless Lessee from and against any and all claims arising from any activity, work or things done, permitted or suffered by Owner in or about the Property and shall further indemnify and hold harmless Lessee from and against any and all claims arising from any breach or default in the performance of any obligations on Owner's part to be performed under the terms of this Lease, or arising from any negligence of the Owner, or any such claim or any action or proceeding brought thereon; and in case any action or proceedings are brought against Lessee by reason of any such claim, Owner, upon notice from Lessee, shall defend the same at Owner's expense by counsel acceptable to Lessee.

11. **MECHANIC'S LIENS.** Lessee shall have no authority to subject the Property or any part thereof or any interest of Owner therein, to any mechanic's or other lien. Should any mechanic's or other liens be filed against the Property or any part thereof or any interest of Owner therein, by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice by Owner.

Notice is hereby given to all persons furnishing labor or materials to Lessee that no mechanic's, materialmen's or other lien sought to be taken on the Property shall in any manner affect the right, title or interest of Owner therein.

12. **INSURANCE.** At all times during the term hereof, Lessee shall maintain, at its sole cost and expense, policies in effect to insure against claims resulting from Lessee's activities relating to this Lease for personal injury or property damage under a policy of general public liability insurance, with limits of at least \$500,000 for bodily injury and \$100,000 for property damage. All insurance required to be carried by Lessee hereunder shall be issued by responsible insurance companies, qualified to do business in the State of Florida reasonably acceptable to Owner. Each policy shall name Owner, and at Owner's request any mortgagee of Owner, as an additional insured, as their respective interests may appear, and copies of all policies or certificates evidencing the existence and amounts of such insurance shall be delivered to Owner by Lessee at least ten (10) days prior to Lessee's occupancy of the Premises.

No such policy shall be cancelable except after ten (10) days prior written notice to Owner and Owner's lender. Lessee shall furnish Owner with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof.

13. **EMINENT DOMAIN.** If the whole of the Property shall be taken for a public or quasi-public use or purpose under power of eminent domain, the term of this Lease shall terminate as of the date actual physical possession thereof shall be so taken by the condemning authority.

14. **DEFAULT.** In the event of any such material default or breach by Lessee, Owner may at any time thereafter, with or without notice or demand and without limiting Owner in the exercise of any right or remedy which Owner may have by reason of such default or breach, terminate this Lease and retake possession of the Property, terminating all further liability and rights of the Lessee (with the exception of any outstanding rent or other sums due Owner at the time of such termination) under the terms of this Lease.

15. **FORCE MAJEURE.** Owner shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by cause or causes beyond Owner's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services, insurance proceeds, or financing or through acts of God.

16. **NOTICES.** Any notice, demand, request or other instrument which may be or required to be given under this Lease shall be delivered in person, via facsimile, sent by United States Certified or Registered Mail, postage prepaid, or sent by a reputable overnight courier service and shall be addressed to either party at the address as hereinabove given. Any notice shall be deemed delivered upon hand delivery or three (3) days after depositing such notice in postal receptacles, return receipt requested or one (1) day after depositing such notice with a reputable overnight courier service. Either party may designate such other address as shall be given by written notice as follows:

If to Owner: Scottsmoor Partners, LLC
Attn: Hugh M. Evans, Jr. and
Cecile Evans Rider, Esquire, General Counsel
1682 W. Hibiscus Blvd.
Melbourne, FL 32901
Facsimile: (321) 984-2890

If to Lessee: Roy F. Roberts & Sons Groves, Inc.
Post Office Box 504
Scottsmoor, Florida, 32775-0504

cc: John H. Evans, Esquire
John H. Evans, P.A.
1702 S. Washington Avenue
Titusville, FL 32780
Facsimile (321) 267-0418

17. **RECORDING.** Lessee may not record this Lease or a memorandum thereof without Owner's prior written consent and/or joinder in such instrument.

18. **ENTIRE AGREEMENT.** This Lease and the Exhibits hereto, set forth the entire agreement between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Owner or Lessee unless reduced to writing and signed by the party sought to be charged. Submission of this Lease for examination does not constitute an option for the Property and becomes effective as a Lease only upon execution and delivery thereof by Owner to Lessee. It is herewith agreed that this Lease contains no restrictive covenants in favor of Lessee. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Lease.

19. **NO PARTNERSHIP.** Nothing contained in this Lease shall, or shall be deemed or construed so as to create the relationship of principal-agent, joint venturers, co-adventurers, partners or co-Lessees between Owner and Lessee; it being the express intention of the parties that they are and shall remain independent contractors one as to the other.

21. **WAIVER OF JURY TRIAL.** AS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, LESSEE AND OWNER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

"OWNER"

SCOTTSMOOR PARTNERS, LLC, a Florida
limited liability company

Hagen Riedel
Name: Hagen Riedel

By: Christopher J. Gardner
Name: Christopher J. Gardner
Its: Member

Andrew Gardner
Name: Andrew Gardner

"LESSEE"

**ROY F. ROBERTS & SONS GROVES, INC. a
Florida corporation**

Kathryn M. Smith

Name: Kathryn M. Smith

J. W. P.

Name: J. W. P.

By: *[Signature]*

Name: Roy F. Roberts III

Its: V. President

EXHIBIT A

Legal Description

PARCEL NO. 1

A PARCEL OF LAND BEING A PORTION OF THE GARVIN AND FOUNTAIN GRANTS, AS SHOWN ON THE PLAT OF "SCOTT'S MOOR LITTLE FARMS", AS RECORDED IN PLAT BOOK 3, PAGE 63 AND ALL OR PARTS OF SUBSEQUENT REPLATS THEREOF, AND ALSO BEING THOSE PORTIONS OF BLOCKS 2 AND 3, SECTION 2, LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 AND ALL OF BLOCKS 1 AND 4, TOGETHER WITH THOSE PORTIONS OF BLOCKS 2 AND 3, SECTION 3, LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF I-95 AS SHOWN ON THE PLAT OF "INDIAN RIVER PARK", AS RECORDED IN PLAT BOOK 2, PAGE 33 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH ALL PLATTED RIGHTS OF WAYS WITHIN SAID PARCEL, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE GARVIN GRANT AND THE NORTHWEST CORNER OF LOT 57 AS SHOWN ON THE PLAT OF "SCOTT'S MOOR LITTLE FARMS" AS RECORDED IN PLAT BOOK 3, PAGE 63 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.72°39'50"E., ALONG THE NORTH LINE OF SAID GARVIN GRANT AND THE NORTHERLY BOUNDARY OF LOTS 57 THROUGH 59 AS SHOWN ON SAID PLAT OF "SCOTT'S MOOR LITTLE FARMS", 915.30 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF I-95 (STATE ROAD NO. 9), AND SAID POINT BEING THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE N.72°39'50"E., ALONG SAID NORTH LINE OF THE GARVIN GRANT AND ALONG THE NORTH LINE OF LOTS 59 THROUGH 63 AS SHOWN ON SAID PLAT OF SCOTT'S MOOR LITTLE FARMS, 1574.16 FEET TO THE SOUTHWEST CORNER OF LOT 7 OF THE PABLO FONTAINE GRANT AND SAID POINT BEING THE NORTHEAST CORNER OF LOT 63 AS SHOWN ON THE AFORESAID PLAT OF "SCOTT'S MOOR LITTLE FARMS"; THENCE N.11°37'25"W., ALONG THE WEST LINE OF THE AFORESAID LOT 7 OF THE PABLO FONTAINE GRANT AS OCCUPIED BY THE AFORESAID PLAT OF "SCOTT'S MOOR LITTLE FARMS", 3210.75 FEET TO THE INTERSECTION WITH THE WESTERLY PROLONGATION OF THE NORTH LINE OF BLOCKS H, I, J AND K AS SHOWN ON THE PLAT OF "SUBDIVISION OF FARMS 48, 49, 50, 51, 52, 53 NORTH EXTENSION OF SCOTTSMOOR" AS RECORDED IN PLAT BOOK 4, PAGE 84 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.72°53'39"E., ALONG SAID LINE, 1336.58 FEET TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 76 AS SHOWN ON THE PLAT OF "SUBDIVISION OF FARM 37 NORTH EXTENSION OF SCOTTSMOOR" AS RECORDED IN PLAT BOOK 4, PAGE 90 OF THE PUBLIC RECORDS OF BREVARD COUNTY FLORIDA; THENCE N.15°14'18"W., ALONG THE WESTERLY BOUNDARY OF SAID BLOCK 76, A DISTANCE OF 210.70 FEET TO THE

NORTHWEST CORNER THEREOF; THENCE N.72°46'54"E., ALONG THE NORTH LINE OF BLOCKS 76, 77, 82, 83 AND 88 OF SAID PLAT OF "SUBDIVISION OF FARM 37 NORTH EXTENSION OF SCOTTSMOOR" AND ALONG THE SOUTHERLY RIGHT OF WAY LINE OF CORAL AVENUE, A DISTANCE OF 1350.55 FEET TO THE NORTHEAST CORNER OF LOT 22, BLOCK 88 OF SAID PLAT AND SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE S.15°13'37"E., ALONG THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, AND ALONG THE EAST LINE OF BLOCKS 88 AND 87 AS SHOWN ON THE PLATS RECORDED IN PLAT BOOK 4, PAGE 90 AND PLAT BOOK 4, PAGE 15 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, 737.84 FEET; THENCE S.72°52'03"W., 275.15 FEET; THENCE S.15°13'37"E., 1475.82 FEET; THENCE N.72°52'03"E., 140.13 FEET TO A POINT LYING ON THE WEST LINE OF LOTS 13 THROUGH 18, BLOCK 72 AS SHOWN ON THE PLAT OF "SUBDIVISION OF FARMS 44, 45 AND 46 NORTH EXTENSION OF SCOTTSMOOR" AS RECORDED IN PLAT BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S.15°13'38"E., ALONG SAID LINE, 150.11 FEET TO THE NORTHEAST CORNER OF LOT 12, BLOCK 72 OF SAID PLAT OF "SUBDIVISION OF FARMS 44, 45, AND 46 NORTH EXTENSION OF SCOTTSMOOR"; THENCE S.72°52'04"W., ALONG THE NORTH LINE OF SAID LOT 12 AND ALONG THE NORTH LINE OF LOT 13, BLOCK 71 OF SAID PLAT OF "SUBDIVISION OF FARMS 44, 45 AND 46 NORTH EXTENSION OF SCOTTSMOOR", 320.08 FEET TO THE NORTHWEST CORNER OF SAID LOT 13; THENCE S.15°13'41"E., ALONG THE WEST LINE OF SAID LOT 13, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE S.72°52'03"W., ALONG THE SOUTH LINE OF THE AFORESAID BLOCK 71 AND THE WESTERLY PROLONGATION THEREOF AND ALONG THE NORTHERLY RIGHT OF WAY LINE OF LUCERNE AVENUE, 185.05 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF VERMONT STREET; THENCE S.15°13'43"E., ALONG THE WESTERLY RIGHT OF WAY LINE OF VERMONT STREET AS SHOWN ON THE PLATS RECORDED IN PLAT BOOK 4, PAGE 8, PLAT BOOK 3, PAGE 64, PLAT BOOK 3, PAGE 89 AND PLAT BOOK 8, PAGE 10, ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 4294.90 FEET TO A POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF PEARL STREET AND THE SOUTH LINE OF THE NORTH 1/2 OF THE GARVIN GRANT AS SHOWN ON THE PLAT OF "SCOTT'S MOOR LITTLE FARMS" AS RECORDED IN PLAT BOOK 3, PAGE 63 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S.72°40'23"W., ALONG SAID LINE, 320.05 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF BERLIN STREET; THENCE S.15°13'46"E., ALONG THE SOUTHERLY PROLONGATION OF SAID WESTERLY RIGHT OF WAY LINE OF BERLIN STREET, 602.08 FEET TO A POINT LYING ON THE NORTH LINE OF LOT 4, BLOCK 2, SECTION 2 AS SHOWN ON THE PLAT OF "INDIAN RIVER PARK" AS RECORDED IN PLAT BOOK 2, PAGE 33 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.78°55'41"E., ALONG SAID LINE, 312.01 FEET; THENCE S.17°45'39"E., 1968.63 FEET; THENCE N.76°23'50"E., 750.00 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE S.23°37'37"E., ALONG SAID RIGHT OF WAY LINE, 367.87 FEET TO A POINT LYING ON THE CENTERLINE OF A PLATTED 30.00 FOOT WIDE RIGHT OF WAY LYING

SOUTH OF AND ADJACENT TO THE SOUTH LINES OF BLOCK 3, SECTION 2 AND BLOCKS 3 AND 4, SECTION 3 AS SHOWN ON THE AFORESAID PLAT OF "INDIAN RIVER PARK"; THENCE ALONG THE CENTERLINE OF SAID 30.00 FOOT WIDE RIGHT OF WAY, THE FOLLOWING THREE COURSES AND DISTANCES; THENCE S.76°23'51"W., 1190.11 FEET; THENCE S.78°48'10"W., 2641.67 FEET; THENCE S.79°22'24"W., 1010.72 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF I-95 (STATE ROAD NO. 9); THENCE N.13°57'30"W., ALONG SAID RIGHT OF WAY LINE, 5855.46 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT FROM ALL OF THE ABOVE, THE FOLLOWING DESCRIBED PARCELS OF LAND:

LOT 12, BLOCK 74, LOT 12, BLOCK 75 AND LOT 16, BLOCK 88 AS SHOWN ON SUBDIVISION OF FARMS 38, 39, 40, 41, 42, 43 NORTH EXTENSION OF SCOTTSMOOR, AS RECORDED IN PLAT BOOK 4, PAGE 15; LOTS 8 AND 9, BLOCK W AS SHOWN ON SUBDIVISION OF FARMS 48, 49, 50, 51, 52, 53 NORTH EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 84; LOT 11, BLOCK X AS SHOWN ON SUBDIVISION OF FARMS 54, 55 AND 56 NORTH EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 92; LOT 18, BLOCK 115 AS SHOWN ON SUBDIVISION OF FARMS 64, 65, 66 WEST EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 92; LOTS 1 AND 2, BLOCK 66 AS SHOWN ON SUBDIVISION OF FARMS 44, 45 AND 46 NORTH EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 8; LOT 5, BLOCK 3 AND THAT PART OF LOTS 11 AND 12, BLOCK 4 LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95 AS SHOWN ON SUBDIVISION OF FARMS 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116 AND 117 SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 90; LOTS 13, 14, 18, 19, 20, 21, 22, 23, 24, 25, 35, 36, 38, 40 AND 41, BLOCK 1 AND LOTS 15, 17, 18, 20, 24, 25, 26, 27 AND 35; BLOCK 7 AS SHOWN ON PLAN OF SCOTT'S MOOR AS RECORDED IN PLAT BOOK 3, PAGE 64; LOTS 11 AND 12, BLOCK 25 AS SHOWN ON SCOTTSMOOR ANNEX AS RECORDED IN PLAT BOOK 3, PAGE 89 ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

ALSO LESS AND EXCEPT FROM ALL OF THE ABOVE, THE FOLLOWING DESCRIBED PARCELS OF LAND:

LOT 17, BLOCK T, AS SHOWN ON SUBDIVISION OF FARMS 70 AND 71 EAST EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 92; THE WEST 760 FEET OF LOT 67, AS SHOWN ON PLAT OF SCOTT'S MOOR LITTLE FARMS AS RECORDED IN PLAT BOOK 3, PAGE 63; LOT 11, BLOCK 2, AS SHOWN ON SUBDIVISION OF FARMS 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, AND 117 SCOTTSMOOR, AS RECORDED IN PLAT BOOK 4, PAGE 90; LOT 29, BLOCK 1, AS SHOWN ON PLAN OF SCOTT'S MOOR AS RECORDED IN PLAT BOOK 3, PAGE 64; LOTS 11 AND 12, BLOCK 13, SCOTTSMOOR ANNEX, AS RECORDED IN PLAT BOOK 3, PAGE 89; LOTS 10 AND 11, BLOCK 69, AS SHOWN ON SUBDIVISION OF FARMS 44, 45 AND 46 NORTH

EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 8, ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

ALSO LESS AND EXCEPT FROM ALL OF THE ABOVE:

THE SUBDIVISION OF PARRISH PARK AT SCOTTSMOOR AS RECORDED IN PLAT BOOK 45, PAGE 31 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL NO. 2

A PARCEL OF LAND BEING A PART OF BLOCKS 2 AND 3, SECTION 2, AS SHOWN ON THE PLAT OF INDIAN RIVER PARK AS RECORDED IN PLAT BOOK 2, PAGE 33 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PEARL STREET WITH THE WESTERLY RIGHT OF WAY LINE OF BERLIN STREET AS SHOWN ON THE PLAT OF "SCOTTSMOOR ANNEX" AS RECORDED IN PLAT BOOK 3, PAGE 89 OF THE PUBLIC RECORDS OF BREVARD COUNTY FLORIDA; THENCE S.15°13'46"E., ALONG THE SOUTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF BERLIN STREET, 602.08 FEET TO A POINT LYING ON THE NORTH LINE OF LOT 4, BLOCK 2, SECTION 2, AS SHOWN ON THE AFORESAID PLAT OF "INDIAN RIVER PARK"; THENCE N.78°55'41"E., ALONG SAID LINE, 312.01 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE S.17°45'39"E., 1968.63 FEET; THENCE N.76°23'50"E., 750.00 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5), A 143 FOOT WIDE RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY LINE, THE FOLLOWING TWO COURSES AND DISTANCES; THENCE N.23°37'37"W., 1289.97 FEET; THENCE N.15°13'37"W., 664.74 FEET TO A POINT LYING ON THE NORTH LINE OF LOT 3, BLOCK 2, SECTION 2, AS SHOWN ON THE AFORESAID PLAT OF INDIAN RIVER PARK; THENCE S.78°55'41"W., ALONG SAID LINE, 650.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3

A PARCEL OF LAND BEING A PART OF BLOCKS 72, 86 AND 87 TOGETHER WITH PORTIONS OF TRAVIS STREET, MARION AVENUE AND AVOCADO AVENUE, ALL AS SHOWN ON THE PLAT OF "SUBDIVISION OF FARMS 38, 39, 40, 41, 42, 43 NORTH EXTENSION OF SCOTTSMOOR" AS RECORDED IN PLAT BOOK 4, PAGE 15, AND ALSO BEING A PART OF BLOCK 72 AS SHOWN ON THE PLAT OF "SUBDIVISION OF FARMS 44, 45 AND 46 NORTH EXTENSION OF SCOTTSMOOR" AS RECORDED IN PLAT BOOK 4, PAGE 8, ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 22, BLOCK 88, AS SHOWN ON THE PLAT OF "SUBDIVISION OF FARM 37 NORTH EXTENSION OF SCOTTSMOOR" AS RECORDED IN PLAT BOOK 4, PAGE 90 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5), A 143.00 FOOT WIDE RIGHT OF WAY; THENCE S.15°13'37"E., ALONG SAID RIGHT OF WAY LINE AND ALONG THE EAST LINE OF THE AFORESAID BLOCK 88 AND ALONG THE EAST LINE OF BLOCKS 88 AND 87 AS SHOWN ON THE AFORESAID PLAT OF "SUBDIVISION OF FARMS 38, 39, 40, 41, 42, 43 NORTH EXTENSION OF SCOTTSMOOR", A DISTANCE OF 737.84 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE S.72°52'03"W., 275.15 FEET; THENCE S.15°13'37"E., 1475.82 FEET; THENCE N.72°52'03"E., 140.13 FEET TO A POINT LYING ON THE WESTERLY LINE OF LOTS 13 THROUGH 21, BLOCK 72, AS SHOWN ON THE AFORESAID PLATS OF "SUBDIVISION OF FARMS 38, 39, 40, 41, 42, 43 NORTH EXTENSION OF SCOTTSMOOR" AND "SUBDIVISION OF FARMS 44, 45 AND 46 NORTH EXTENSION OF SCOTTSMOOR"; THENCE N.15°13'38"W., ALONG SAID LINE, 235.89 FEET TO THE NORTHWEST CORNER OF THE AFORESAID LOT 21, BLOCK 72; THENCE N.72°52'13"E., ALONG THE NORTH LINE OF SAID LOT 21, A DISTANCE OF 135.03 FEET TO THE NORTHEAST CORNER THEREOF AND SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE N.15°13'37"W., ALONG SAID RIGHT OF WAY LINE AND ALONG THE EAST LINE OF BLOCKS 72, 86 AND 87 OF THE AFORESAID PLAT OF "SUBDIVISION OF FARMS 38, 39, 40, 41, 42, 43 NORTH EXTENSION OF SCOTTSMOOR", A DISTANCE OF 1239.93 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 4

LOT 11, BLOCK 2, AS SHOWN ON SUBDIVISION OF FARMS 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116 AND 117 SCOTTSMOOR, AS RECORDED IN PLAT BOOK 4, PAGE 90; LOT 29, BLOCK 1, AS SHOWN ON PLAN OF SCOTT'S-MOOR AS RECORDED IN PLAT BOOK 3, PAGE 64; LOTS 11 AND 12, BLOCK 13, SCOTTSMOOR ANNEX, AS RECORDED IN PLAT BOOK 3, PAGE 89; LOTS 10 AND 11, BLOCK 69, AS SHOWN ON SUBDIVISION OF FARMS 44, 45 AND 46 NORTH EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 8, ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LOT 15, BLOCK Y, AS SHOWN ON RESUBDIVISION OF FARM 56 NORTH EXTENSION OF SCOTTSMOOR, AS RECORDED IN PLAT BOOK 7, PAGE 44, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LOT 13, BLOCK 72, SCOTTSMOOR RESUBDIVISION (AS RECORDED IN PLAT BOOK 4, PAGE 8, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA), LYING IN SECTION 41, TOWNSHIP 20G SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, CONTAINING 0.15 ACRES MORE OR LESS.

PARCEL NO. 5

A PARCEL OF LAND BEING THAT PART OF THE PARCELS OF LAND DESCRIBED IN OFFICIAL RECORDS BOOKS 2201, PAGE 1934 AND 4311, PAGE 1072 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO.1 AND SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF STUCK WAY ROAD (SR.5A), SAID PARCEL OF LAND BEING DESCRIBED AS FOLLOWS:

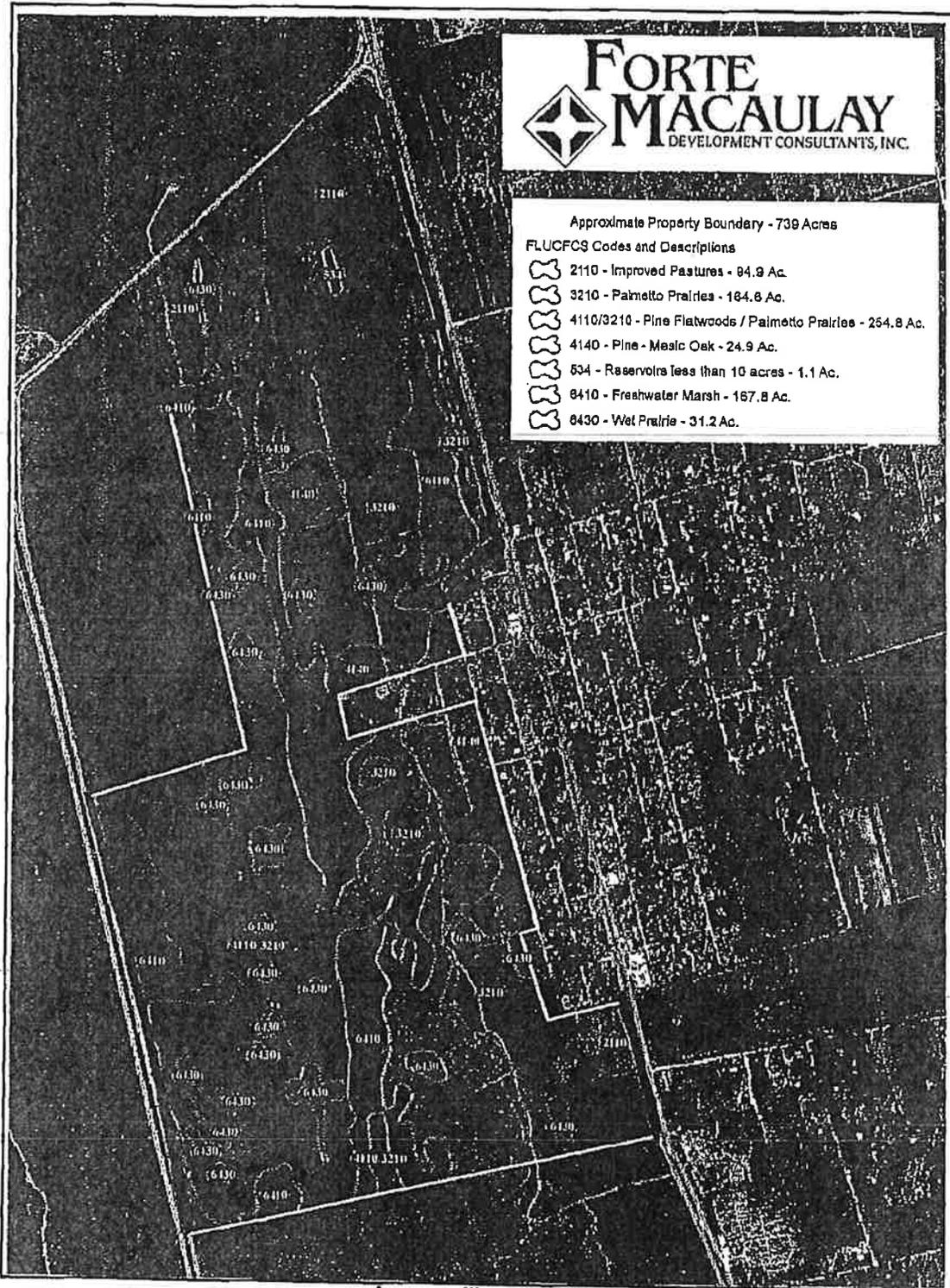
BEGINNING AT THE NORTHWEST CORNER OF THE PLAT OF SUBDIVISION OF FARM 47 NORTH EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 82 B AND SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTH 1/2 OF PARCEL NO.7 AS SHOWN ON THE SUBDIVISION OF THE SPANISH GRANT OF PABLO F. FONTAINE AS RECORDED IN DEED BOOK D, PAGE 525 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.11°37'25"W., ALONG THE WEST LINE OF SAID NORTH 1/2 OF PARCEL NO.7, A DISTANCE OF 1277.00 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF STUCK WAY ROAD (SR.5A); THENCE N.46°46'30"E., ALONG SAID RIGHT OF WAY LINE, 2304.77 FEET TO A POINT LYING ON THE NORTH LINE OF THE MIDDLE 1/3 OF SAID PARCEL 7 AS SHOWN ON THE SUBDIVISION OF THE SPANISH GRANT OF PABLO F. FONTAINE AND SAID POINT BEING THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED AS PARCEL B IN OFFICIAL RECORDS BOOK 3626, PAGE 1707 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.72°42'54"E., ALONG THE SOUTH LINE OF SAID PARCEL B, 520.58 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL B AND SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO.1; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO.1, THE FOLLOWING THREE COURSES AND DISTANCES; THENCE S.15°13'37"E., 809.36 FEET; THENCE N.74°46'23"E., 35.00 FEET; THENCE S.15°13'37"E., 1472.92 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE AFORESAID NORTH 1/2 OF PARCEL NO.7 AS SHOWN ON THE SUBDIVISION OF THE SPANISH GRANT OF PABLO F. FONTAINE AND SAID LINE BEING THE NORTH RIGHT OF WAY LINE OF CORAL AVENUE AS SHOWN ON THE PLATS OF SUBDIVISION OF FARM 47 NORTH EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 82B AND SUBDIVISION OF FARM 37 NORTH EXTENSION OF SCOTTSMOOR AS RECORDED IN PLATBOOK 4, PAGE 90 ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S.72°46'54"W., ALONG SAID RIGHT OF WAY LINE OF CORAL AVENUE AND ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SAID PARCEL NO.7, A DISTANCE OF 2672.14 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING THAT PART OF THE PARCELS OF LAND DESCRIBED IN OFFICIAL RECORDS BOOKS 2201, PAGE 1934 AND 4311, PAGE 1072 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO.1 AND SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF STUCK WAY ROAD (SR.5A), SAID PARCEL OF LAND BEING DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE PLAT OF SUBDIVISION OF FARM 47 NORTH EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 82 B AND SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTH 1/2 OF PARCEL NO.7 AS SHOWN ON THE SUBDIVISION OF THE SPANISH GRANT OF PABLO F. FONTAINE AS RECORDED IN DEED BOOK D, PAGE 525 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.11°37'25"W., ALONG THE WEST LINE OF SAID NORTH 1/2 OF PARCEL NO.7, A DISTANCE OF 1277.00 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF STUCK WAY ROAD (SR.5A); THENCE N.46°46'30"E., ALONG SAID RIGHT OF WAY LINE, 2304.77 FEET TO A POINT LYING ON THE NORTH LINE OF THE MIDDLE 1/3 OF SAID PARCEL 7 AS SHOWN ON THE SUBDIVISION OF THE SPANISH GRANT OF PABLO F. FONTAINE AND SAID POINT BEING THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED AS PARCEL B IN OFFICIAL RECORDS BOOK 3626, PAGE 1707 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.72°42'54"E., ALONG THE SOUTH LINE OF SAID PARCEL B, 520.58 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL B AND SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO.1; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO.1, THE FOLLOWING THREE COURSES AND DISTANCES; THENCE S.15°13'37"E., 809.36 FEET; THENCE N.74°46'23"E., 35.00 FEET; THENCE S.15°13'37"E., 1472.92 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE AFORESAID NORTH 1/2 OF PARCEL NO.7 AS SHOWN ON THE SUBDIVISION OF THE SPANISH GRANT OF PABLO F. FONTAINE AND SAID LINE BEING THE NORTH RIGHT OF WAY LINE OF CORAL AVENUE AS SHOWN ON THE PLATS OF SUBDIVISION OF FARM 47 NORTH EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 82B AND SUBDIVISION OF FARM 37 NORTH EXTENSION OF SCOTTSMOOR AS RECORDED IN PLAT BOOK 4, PAGE 90 ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S.72°46'54"W., ALONG SAID RIGHT OF WAY LINE OF CORAL AVENUE AND ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SAID PARCEL NO.7, A DISTANCE OF 2672.14 FEET TO THE POINT OF BEGINNING..
CONTAINING 112.65 ACRES MORE OR LESS.

EXHIBIT B



- Approximate Property Boundary - 739 Acres
- FLUCFCS Codes and Descriptions
- 2110 - Improved Pastures - 84.9 Ac.
 - 3210 - Palmto Prairies - 184.8 Ac.
 - 4110/3210 - Pine Flatwoods / Palmto Prairies - 254.8 Ac.
 - 4140 - Pine - Mesic Oak - 24.9 Ac.
 - 534 - Reservoirs less than 10 acres - 1.1 Ac.
 - 6410 - Freshwater Marsh - 167.8 Ac.
 - 6430 - Wet Prairie - 31.2 Ac.

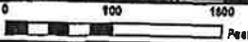


Image: 2004 8JRWMD D00Q
 1 inch equals 801 feet

	Preparation Date: 13 April 2008	Revision Date:	Project Number: 8021-000
	Prepared by: WMS	GIS Operator: LGB	GIS User: DCC
ARC/INFO Name: mch14.mxd	Plot File: mch14a.pdf		

McIntosh Site
Area of Interest
 Brevard County, Florida
 Land Use Map

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