



**US Army Corps  
of Engineers®**

**Department of the Army  
Permit Number SAJ-2009-03221(SP-MEP)**

**ATTACHMENT H**  
**APPROVED CONSERVATION EASEMENT**  
**14 Pages**

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**DEED OF CONSERVATION EASEMENT  
THIRD PARTY BENEFICIARY RIGHTS TO USACE  
FOR MOSAIC WINGATE EAST IN  
SECTIONS 25 AND 34, TOWNSHIP 34 SOUTH, RANGE 22 EAST**

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Prepared by:

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450 South Orange Avenue, Suite 500  
Orlando, FL 32801

Return original or certified recorded document to:  
Department of Environmental Protection  
Division of Water Resource Management  
Mining and Mitigation Program  
2600 Blair Stone Road, M.S. 3577  
Tallahassee, FL 32399

**THIS DEED OF CONSERVATION EASEMENT** is given this \_\_\_\_ day of \_\_\_\_\_, 2017, by **MOSAIC FERTILIZER, LLC**, a Delaware limited liability company ("Grantor") having an address at 3033 Campus Drive, Suite E490, Plymouth, Minnesota 55441, to the State of Florida Department of Environmental Protection ("Grantee") whose address is Department of Environmental Protection, 2600 Blair Stone Road, Mail Station 3577, Tallahassee, Florida 32399-3000. As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

**WITNESSETH**

**WHEREAS**, the Grantor is the fee simple owner subject to the matters described herein of certain lands in Manatee County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

**WHEREAS**, Permit No. 0095520-025 ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

**WHEREAS**, the U.S. Army Corps of Engineers Permit No.SAJ-2009-03221 (SP-MEP)("Corps Permit") authorizes certain activities in the waters of the United States and requires this site protection instrument over the lands identified in Exhibit "B" as mitigation for such activities; and

**WHEREAS**, the Grantor, in consideration of the consent granted by the Permit and the Corps Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property identified as A-1 and A-2 and described on Exhibit "B" ("Conservation Easement Area"); and

**WHEREAS**, Grantor grants this Conservation Easement as a condition of the Permit and the Corps Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

**WHEREAS**, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit and the Corps Permit, in an enhanced, restored, or created condition; and

**NOW, THEREFORE**, in consideration of the issuance of the Permit and the Corps Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the Conservation Easement Area which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.
2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland, stream and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit or the Corps Permit (or any modification thereto) shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit or the Corps Permit (or any modification thereto). The existing conditions of the Conservation Easement Area are documented in the Baseline Condition Report attached hereto as Exhibit "C" or referenced therein. If any portion of the Conservation Easement Area is enhanced, restored, or created after the date hereof, a revised Baseline Condition Report will be developed by Grantor and approved by the Grantee to document the enhanced, restored, or created conditions, which approval by Grantee shall not be unreasonably withheld or delayed.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

- a. Upon reasonable notice, to enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and



- g. Acts or uses detrimental to such aforementioned retention of land or water areas; and
  - h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.
4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage, or to permit or invite others to engage, in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit or the Corps Permit (or any modification thereto), or the intent and purposes of this Conservation Easement.

Grantor's reserved rights specifically include raising, pasturing and grazing of livestock in the Conservation Easement Area, provided those activities are conducted using the best management practices identified in the 2008 Edition of the "Water Quality Best Management Practices for Florida Cow/Calf Operations" manual published by the Florida Department of Agriculture and Consumer Services, Office of Water Quality (DACS-P-01280), for the protection of surface waters, wetlands, and other aquatic resources.

The Corps Permit prohibits cattle grazing as a secondary use to aquatic resource mitigation in the Conservation Easement Area unless and until there is a Corps-approved cattle grazing management plan, the Corps has determined that the Grantor has demonstrated that cattle grazing is consistent with the objectives of the compensatory mitigation plan, and the Conservation Easement Area is maintained in accordance with the conditions of the Corps Permit.

5. Rights of the U.S. Army Corps of Engineers ("Corps"). The Corps, as a third-party beneficiary, shall have the right to enforce the terms and conditions of this Conservation Easement, including:
- a. The right to take action to preserve and protect the environmental value of the Conservation Easement Area;
  - b. The right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use;
  - c. The right to enter upon and inspect the Conservation Easement Area in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and
  - d. The right to enforce this Conservation Easement by injunction or proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and the right to require Grantor, or its successors or assigns, to restore such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use or unauthorized activities.

The Grantor, including their successors or assigns, shall provide the Corps at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this Conservation Easement. The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the U.S. Army Corps of Engineers. The Grantee shall consider any comments or objections from the U.S. Army Corps of Engineers when making the final decision to release or amend this Conservation Easement.

6. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.
7. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.
8. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.
9. Third Party Beneficiary's Enforcement Rights. The Third Party Beneficiary of this Conservation Easement shall have all the rights of the Grantee under this Conservation Easement, including third party enforcement rights of the terms, provisions and restrictions of this Conservation Easement. Third Party Beneficiary's enforcement of the terms, provisions and restrictions shall be at the discretion of the Third Party Beneficiary, and any forbearance on behalf of the Third Party Beneficiary to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Third Party Beneficiary's rights hereunder. Third Party Beneficiary shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.
10. Taxes. When perpetual maintenance is required by the Permit or the Corps Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.
11. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.
12. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

13. Transfers. Grantor and each of Grantor's successors in title to the Conservation Easement Area shall include the book and page of the public records of Manatee County, Florida of this Conservation Easement in each deed or other legal instrument by which Grantor or any such successor in title hereafter transfers any interest in the Conservation Easement Area. However, the failure of Grantor or any such successor in title to comply with this provision shall not impair the validity of this Conservation Easement or limit its enforceability in any way and the terms of this Conservation Easement shall be deemed to be automatically included into such deed or other legal instrument.
14. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
15. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Manatee County, Florida.
16. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Manatee County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.
17. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood storm, and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to public health, safety or welfare resulting from such causes.

**TO HAVE AND TO HOLD** unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor owns or may claim an interest in said Conservation Easement Area; that, except for the matters listed on "Exhibit D" attached hereto, the Conservation Easement Area is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement Area; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

[Signature pages follow]

**IN WITNESS WHEREOF**, the Grantor and Grantee have executed this Conservation Easement on the day and year last below written and intending same to be effective as of the date first set forth above.

**GRANTOR:**

**MOSAIC FERTILIZER, LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Name: Russell Schweiss

Title: Director, Public Affairs, Land and Resource Strategies

Mosaic Fertilizer, LLC, a Delaware Limited Liability Company

Signed, sealed and delivered in our presence as witnesses:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **Russell Schweiss** as the **Director, Public affairs Land and Resource Strategies** of Mosaic Fertilizer, LLC, a Delaware limited liability company, on behalf of the limited liability company. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

(Notarial Seal)

\_\_\_\_\_  
Signature of Notary Public

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

Notary Public State of: \_\_\_\_\_

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

**DEPARTMENT OF ENVIRONMENTAL PROTECTION:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of Florida Department of Environmental  
Protection

Signed, sealed and delivered in our presence as witnesses:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

**STATE OF FLORIDA  
COUNTY OF LEON**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned notary public, personally appeared \_\_\_\_\_ the person who subscribed to the foregoing instrument, as the \_\_\_\_\_, **State of Florida Department of Environmental Protection**, and he was duly authorized to do so. He is personally known to me or has produced a \_\_\_\_\_(state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

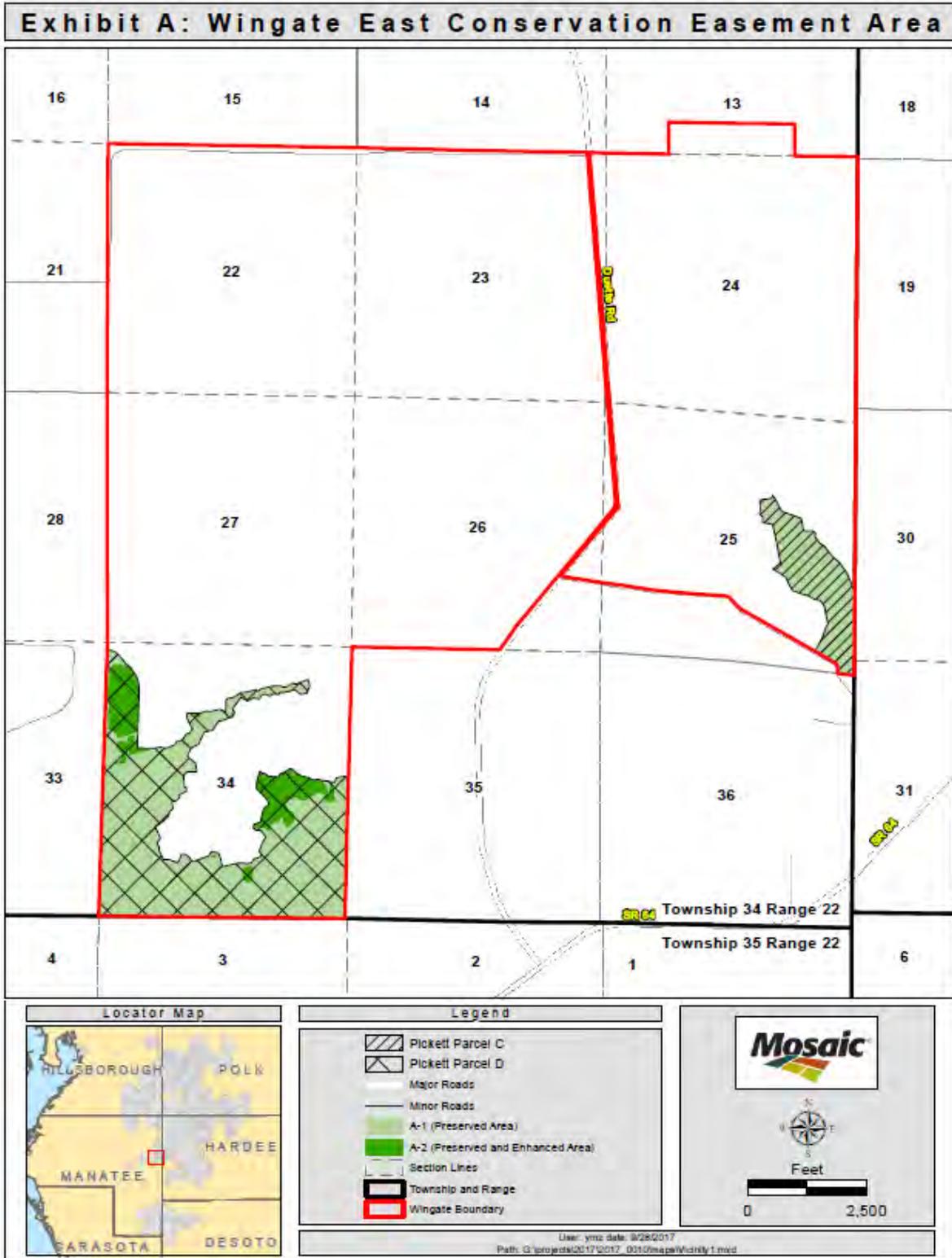
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

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

**EXHIBIT A**  
[LOCATION MAP]



## EXHIBIT B

### [CONSERVATION EASEMENT AREA LEGAL DESCRIPTION]

That part of Section 25, Township 34 South, Range 22 East, Manatee County, Florida, described as follows:

Begin at the southeast corner of said Section 25; thence N 83°19'40" W along the south line of said Section 25 for a distance of 345.79 feet to the northerly maintained right of way of Mcleod Road; thence along said maintained right of way for the following four courses; (1) N 02°37'30" W for a distance of 129.63 feet; (2) N 26°04'38" W for a distance of 91.09 feet; (3) N 59°15'31" W for a distance of 392.89 feet; (4) N 60°28'24" W for a distance of 112.37 feet; thence N 29°31'36" E for a distance of 150.42 feet; thence N 29°31'40" E for a distance of 194.54 feet; thence N 18°25'16" E for a distance of 221.61 feet; thence N 26°07'43" E for a distance of 75.41 feet; thence N 11°59'31" W for a distance of 154.10 feet; thence N 09°59'30" W for a distance of 215.36 feet; thence N 38°39'25" W for a distance of 149.97 feet; thence N 72°46'18" W for a distance of 125.49 feet; thence N 61°17'27" W for a distance of 118.71 feet; thence N 71°35'49" W for a distance of 367.54 feet; thence N 30°50'12" W for a distance of 144.54 feet; thence N 25°19'51" W for a distance of 178.88 feet; thence N 56°34'43" W for a distance of 305.11 feet; thence N 49°27'35" E for a distance of 195.30 feet; thence N 11°41'25" W for a distance of 469.85 feet; thence N 11°41'25" W for a distance of 358.26 feet; thence N 77°02'39" W for a distance of 210.39 feet; thence N 04°36'55" W for a distance of 126.49 feet; thence N 56°44'06" W for a distance of 73.07 feet; thence N 09°05'54" E for a distance of 142.01 feet; thence N 05°55'52" W for a distance of 169.32 feet; thence N 83°27'39" E for a distance of 249.26 feet; thence N 22°15'26" E for a distance of 70.56 feet; thence S 31°48'33" E for a distance of 120.43 feet; thence S 27°14'38" E for a distance of 263.27 feet; thence S 70°54'58" E for a distance of 442.73 feet; thence S 11°18'08" E for a distance of 269.85 feet; thence S 89°01'34" E for a distance of 196.87 feet; thence S 42°30'57" E for a distance of 63.28 feet; thence S 05°09'12" W for a distance of 80.40 feet; thence S 38°40'50" E for a distance of 184.96 feet; thence S 60°29'51" E for a distance of 76.94 feet; thence S 37°57'59" E for a distance of 311.20 feet; thence S 51°50'19" E for a distance of 168.59 feet; thence S 36°35'10" E for a distance of 290.19 feet; thence S 21°39'03" E for a distance of 422.81 feet to the east line of said Section 25; thence S 00°27'44" W along said east line a distance of 1749.79 feet to the Point of Beginning.

AND

That part of Section 34, Township 34 South, Range 22 East, Manatee County, Florida, described as follows:

Begin at the southeast corner of said Section 34; thence N 89°26'13" W along the south line of said Section 34 for a distance of 2558.35 feet to the north quarter corner of Section 3, Township 35 South, Range 22 East; thence N 89°25'08" W along the south line of said Section 34 for a distance of 2618.21 feet to the southwest corner of said Section 34; thence N 01°52'13" E along the west line of said Section 34 for a distance of 5618.98 feet; thence S 69°02'27" E for a distance of 86.42 feet; thence S 61°28'17" E for a distance of 95.19 feet; thence S 53°42'43" E for a distance of 92.46 feet; thence S 46°12'47" E for a distance of 85.45 feet; thence S 39°19'58" E for a distance of 77.45 feet; thence S 34°31'38" E for a distance of 66.76 feet; thence S 50°35'47" E for a distance of 83.13 feet; thence S 42°45'17" E for a distance of 104.21 feet; thence S

34°25'36" E for a distance of 104.05 feet; thence S 24°55'43" E for a distance of 113.46 feet; thence S 16°31'26" E for a distance of 87.20 feet; thence S 10°11'07" E for a distance of 104.25 feet; thence S 00°47'05" E for a distance of 139.24 feet; thence S 02°06'45" W for a distance of 1132.84 feet; thence S 88°07'43" E for a distance of 312.45 feet; thence N 85°13'20" E for a distance of 170.50 feet; thence S 82°06'53" E for a distance of 76.53 feet; thence S 89°52'42" E for a distance of 94.21 feet; thence N 58°25'53" E for a distance of 68.19 feet; thence N 68°57'23" E for a distance of 82.72 feet; thence N 24°03'45" E for a distance of 80.17 feet; thence N 87°06'22" E for a distance of 67.41 feet; thence N 51°53'46" E for a distance of 88.66 feet; thence N 36°55'00" E for a distance of 117.95 feet; thence N 68°51'19" E for a distance of 76.24 feet; thence N 35°50'36" E for a distance of 102.64 feet; thence N 32°03'29" W for a distance of 146.21 feet; thence N 17°05'05" W for a distance of 138.20 feet; thence N 11°36'35" E for a distance of 73.76 feet; thence S 89°24'16" E for a distance of 259.48 feet; thence N 69°10'58" E for a distance of 138.34 feet; thence S 83°04'34" E for a distance of 83.82 feet; thence N 77°54'52" E for a distance of 218.98 feet; thence S 61°40'33" E for a distance of 134.94 feet; thence N 00°32'32" E for a distance of 261.22 feet; thence N 54°23'39" E for a distance of 50.46 feet; thence N 79°07'16" E for a distance of 123.08 feet; thence N 54°36'43" E for a distance of 176.92 feet; thence S 89°54'34" E for a distance of 81.49 feet; thence N 75°51'18" E for a distance of 259.77 feet; thence S 35°44'57" E for a distance of 45.95 feet; thence N 51°07'04" E for a distance of 110.06 feet; thence N 84°06'19" E for a distance of 144.02 feet; thence N 70°46'56" E for a distance of 87.45 feet; thence S 89°10'22" E for a distance of 171.49 feet; thence S 73°27'23" E for a distance of 62.77 feet; thence N 80°22'26" E for a distance of 115.98 feet; thence N 42°40'13" E for a distance of 81.33 feet; thence S 81°49'44" E for a distance of 99.75 feet; thence N 68°50'51" E for a distance of 266.72 feet; thence S 13°11'14" E for a distance of 137.77 feet; thence S 17°55'34" W for a distance of 96.39 feet; thence S 27°26'35" W for a distance of 72.36 feet; thence S 78°39'37" W for a distance of 138.86 feet; thence N 49°15'12" W for a distance of 110.51 feet; thence N 48°53'03" W for a distance of 45.90 feet; thence S 68°33'02" W for a distance of 65.83 feet; thence S 75°41'59" W for a distance of 165.55 feet; thence N 85°28'57" W for a distance of 90.75 feet; thence S 20°58'05" W for a distance of 50.70 feet; thence N 84°16'46" W for a distance of 133.85 feet; thence S 43°27'49" W for a distance of 68.91 feet; thence N 61°32'45" W for a distance of 95.64 feet; thence N 89°04'42" W for a distance of 86.62 feet; thence S 32°06'29" W for a distance of 122.55 feet; thence N 77°32'42" W for a distance of 128.09 feet; thence S 60°36'15" W for a distance of 141.18 feet; thence N 59°16'36" W for a distance of 157.02 feet; thence S 33°34'10" W for a distance of 309.35 feet; thence S 32°12'00" E for a distance of 85.85 feet; thence S 30°08'38" W for a distance of 118.19 feet; thence N 84°11'32" W for a distance of 62.89 feet; thence S 59°23'56" W for a distance of 108.61 feet; thence S 80°29'38" W for a distance of 117.35 feet; thence S 37°16'23" W for a distance of 103.99 feet; thence S 33°36'12" W for a distance of 126.67 feet; thence S 74°04'56" W for a distance of 194.21 feet; thence S 24°17'21" W for a distance of 267.17 feet; thence S 60°20'41" W for a distance of 168.46 feet; thence S 27°51'12" W for a distance of 196.84 feet; thence S 49°20'28" E for a distance of 231.11 feet; thence S 08°36'55" E for a distance of 167.84 feet; thence S 88°10'35" W for a distance of 183.38 feet; thence S 51°11'11" W for a distance of 124.54 feet; thence S 03°37'56" E for a distance of 231.24 feet; thence S 55°26'09" E for a distance of 54.64 feet; thence S 09°27'39" E for a distance of 66.91 feet; thence S 60°25'16" W for a distance of 170.89 feet; thence S 08°23'34" W for a distance of 64.35 feet; thence S 52°21'14" W for a distance of 88.42 feet; thence S 73°58'03" W for a distance of 90.53 feet; thence S 08°48'24" E for a distance of 143.70 feet; thence S 39°31'22" W for a distance of 103.72 feet; thence S 16°33'25" W for a distance of 77.21 feet; thence S 44°14'10" W for a distance of 172.48 feet; thence S 57°25'01" W for a distance of

200.85 feet; thence S 25°47'05" E for a distance of 266.93 feet; thence S 32°55'27" W for a distance of 123.94 feet; thence S 28°30'10" E for a distance of 91.66 feet; thence S 09°56'38" W for a distance of 61.45 feet; thence S 25°32'10" E for a distance of 221.22 feet; thence S 89°19'40" E for a distance of 117.87 feet; thence S 70°41'45" E for a distance of 179.90 feet; thence N 59°35'57" E for a distance of 43.38 feet; thence N 20°37'00" E for a distance of 151.33 feet; thence N 82°09'57" E for a distance of 77.02 feet; thence S 53°48'28" E for a distance of 114.30 feet; thence S 31°17'57" E for a distance of 84.96 feet; thence S 86°18'25" E for a distance of 82.37 feet; thence N 69°29'15" E for a distance of 293.62 feet; thence N 33°05'53" E for a distance of 115.42 feet; thence S 75°39'12" E for a distance of 144.81 feet; thence S 24°59'29" E for a distance of 117.16 feet; thence S 12°09'26" E for a distance of 177.69 feet; thence N 77°50'34" E for a distance of 221.32 feet; thence N 80°25'21" E for a distance of 115.11 feet; thence N 89°25'01" E for a distance of 113.08 feet; thence S 83°51'20" E for a distance of 95.59 feet; thence N 75°29'25" E for a distance of 84.25 feet; thence N 32°19'18" E for a distance of 96.41 feet; thence N 76°57'27" E for a distance of 96.71 feet; thence N 50°44'51" E for a distance of 79.25 feet; thence N 26°00'19" W for a distance of 102.65 feet; thence N 18°27'37" E for a distance of 152.17 feet; thence N 28°28'09" E for a distance of 176.89 feet; thence N 40°07'52" W for a distance of 166.90 feet; thence N 90°00'00" W for a distance of 93.74 feet; thence N 50°16'05" W for a distance of 79.68 feet; thence N 09°23'35" E for a distance of 78.11 feet; thence N 69°48'41" E for a distance of 146.34 feet; thence N 12°45'20" E for a distance of 279.24 feet; thence N 50°27'35" E for a distance of 141.19 feet; thence N 09°03'53" W for a distance of 102.29 feet; thence N 40°25'49" W for a distance of 102.93 feet; thence N 46°43'47" W for a distance of 246.56 feet; thence N 08°19'16" E for a distance of 150.98 feet; thence N 12°23'55" E for a distance of 131.39 feet; thence N 18°50'17" E for a distance of 91.73 feet; thence S 46°13'49" E for a distance of 62.42 feet; thence S 85°44'35" E for a distance of 58.13 feet; thence S 54°34'56" E for a distance of 112.02 feet; thence S 88°21'36" E for a distance of 211.28 feet; thence N 24°12'01" E for a distance of 62.90 feet; thence N 64°51'51" E for a distance of 132.37 feet; thence N 51°39'00" E for a distance of 99.48 feet; thence S 71°59'57" E for a distance of 61.58 feet; thence S 45°14'52" E for a distance of 89.04 feet; thence S 52°28'10" E for a distance of 97.20 feet; thence S 74°42'57" E for a distance of 87.62 feet; thence S 74°42'58" E for a distance of 111.91 feet; thence S 63°43'08" E for a distance of 138.67 feet; thence N 66°09'18" E for a distance of 54.51 feet; thence S 79°50'50" E for a distance of 131.77 feet; thence S 83°14'02" E for a distance of 257.79 feet; thence N 11°11'35" E for a distance of 80.71 feet; thence N 69°05'56" E for a distance of 94.48 feet; thence N 88°27'21" E for a distance of 116.93 feet; thence N 81°03'50" E for a distance of 63.53 feet to the east line of said Section 34; thence S 01°30'08" W along said east line a distance of 2991.33 feet to the Point of Beginning.

BSM  
BY SK

Date: 11.27.2017

**EXHIBIT C**  
[BASELINE REPORT]

The Baseline Documentation Report, entitled Wingate East Mine Conservation Easement (498.2 acres); Manatee County, Florida, dated April 2017, prepared by Flatwoods Consulting Group for Mosaic Fertilizer, LLC, is maintained in the offices of the Florida Department of Environmental Protection and is incorporated by this reference. A copy of the Baseline Documentation Report is available from the Department on request.

## EXHIBIT D

### [EXISTING TITLE MATTERS] SUBJECT TO FINAL TITLE UPDATES AND SURVEY

1. Taxes and assessments for the year 2017 and subsequent years, which are not yet due and payable.
2. Survey prepared by Pickett and Associates Inc., under drawing No. 13101-6, dated 4/18/17 and last revised 7/17/17, reflects: Encroachment of fence and overhead wire in South portion of Parcel C; encroachment of fencing in Northerly portion of Parcel D.
3. Any claim that any portion of the Conservation Easement Area is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
4. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.
5. Terms, covenants, conditions and other matters contained in the following unrecorded Leases and all rights thereunder of the Lessees and any person claiming by, through or under the Lessees:
  - A. Lease Agreement between David and Nona Turner and Mosaic Fertilizer, LLC, dated March 19, 2004, and
  - B. Lease Agreement between Walter Farr and Mosaic Fertilizer, LLC, dated July 8, 2011.
6. Contract to Secure Wetland Reclamation obligation recorded in Official Records Book 2379, Page 3998, of the Public Records of Manatee County, Florida.
7. Recorded Notice of Environmental Resource Permit recorded in Official Records Book 2610, Page 2810, of the Public Records of Manatee County, Florida.