

REAL ESTATE INVESTMENTS



**920-ACRE MARGARITTE GROVE AND RANCH**

**Acreage:** 100± A. of Orange Grove & 820 A. of Improved Pasture & Hammock Land. Excellent Hunting: Deer, Turkey, and Wild Hog

**Price:** \$4,000,000 Cash.

**Legal:** See attached Legal Description.

**Location:** West of Margaritte Road, at corner of Margaritte Road and Ten Mile Grade in Southeastern corner of Hardee Co., FL. Over 2½ miles public road frontage.

**Varieties:** Early & Midseason Oranges 42± Caretaking Acres= 100  
 Valencia Oranges 58±  
 Total Acres 100±

**Grove Irrigation:** All micro-jets at one time with green jets. One 12" deep well with a John Deere 6619AF (250 HP) diesel unit, Water Use Permit #2001124.002.

**Additional Water Permits:**

<u>PERMIT NO.</u>	<u>I.D NO.</u>	<u>DIAM. (IN.)</u>	<u>DEPTH TTL./CSD.FT (feet bls)</u>	<u>USE</u>	<u>AVERAGE</u>	<u>PEAK MONTH</u>	<u>CROP PROTECTION</u>	<u>CROP/USE TYPE</u>
20009027.004	4	16	1,300/450	IR	163,900	1,263,800	N/A	PASTURE
20009027.004	5	16	1,300/450	IR	80,300	635,700	4,148,600	CITRUS

**Grove Drainage Information:** One Lift Pump, 16"x9' Agri-Lift Pump, 40 ft. flanged discharged pipe, 4'x8'x12 cage ward base.

**Production:**

Variety	2007/08 Season		2008/09 Season		2009/10 Season		2010/11 Season		Average	
	Net Boxes	Average Lbs. Solids	Net Boxes	Average Lbs. Solids	Net Boxes	Average Lbs. Solids	Net Boxes	Average Lbs. Solids	Net Boxes	Average Lbs. Solids
Early & Mids	25,757	6.02	27,344	5.73	22,083	5.92	25,666	6.08	25,213	5.94
Valencia	31,196	6.74	26,714	6.95	25,036	6.62	25,023	6.81	26,992	6.78
<b>Total</b>	<b>56,953</b>	<b>6.41</b>	<b>54,058</b>	<b>6.33</b>	<b>47,119</b>	<b>6.30</b>	<b>50,689</b>	<b>6.44</b>	<b>52,205</b>	<b>6.37</b>

NOTE: This property offering and all facts and information contained herein are not guaranteed by JOE L. DAVIS, INC., Realtors, and we are not responsible for the accuracy thereof. Everything contained herein is subject to misstatements of facts and information, errors, omissions, prior sale, change in price without notice or withdrawal from market. Buyers shall rely entirely on their own information, judgment, and inspection of the property and records.

JHO:sb (GR 937-0112)

**"The Citrus and Acreage Specialists"**

P.O. Box 1149 • 234 S. 6th Ave. (U.S. 17 South) • Wauchula, Florida 33873  
 Office (863) 773-2128 • Fax (863) 773-0011

## LEGAL DESCRIPTION

A PORTION OF SECTIONS 12 & 13, TOWNSHIP 36 SOUTH, RANGE 27 EAST, HARDEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 00°00'00" EAST, ALONG THE EAST LINE OF SAID SECTION, 5264.29 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY LINE ROAD; THENCE NORTH 89°50'59" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 4186.00 FEET; THENCE NORTH 00°15'03" EAST, 7948.18 FEET; THENCE NORTH 06°48'29" WEST, 1352.37 FEET; THENCE NORTH

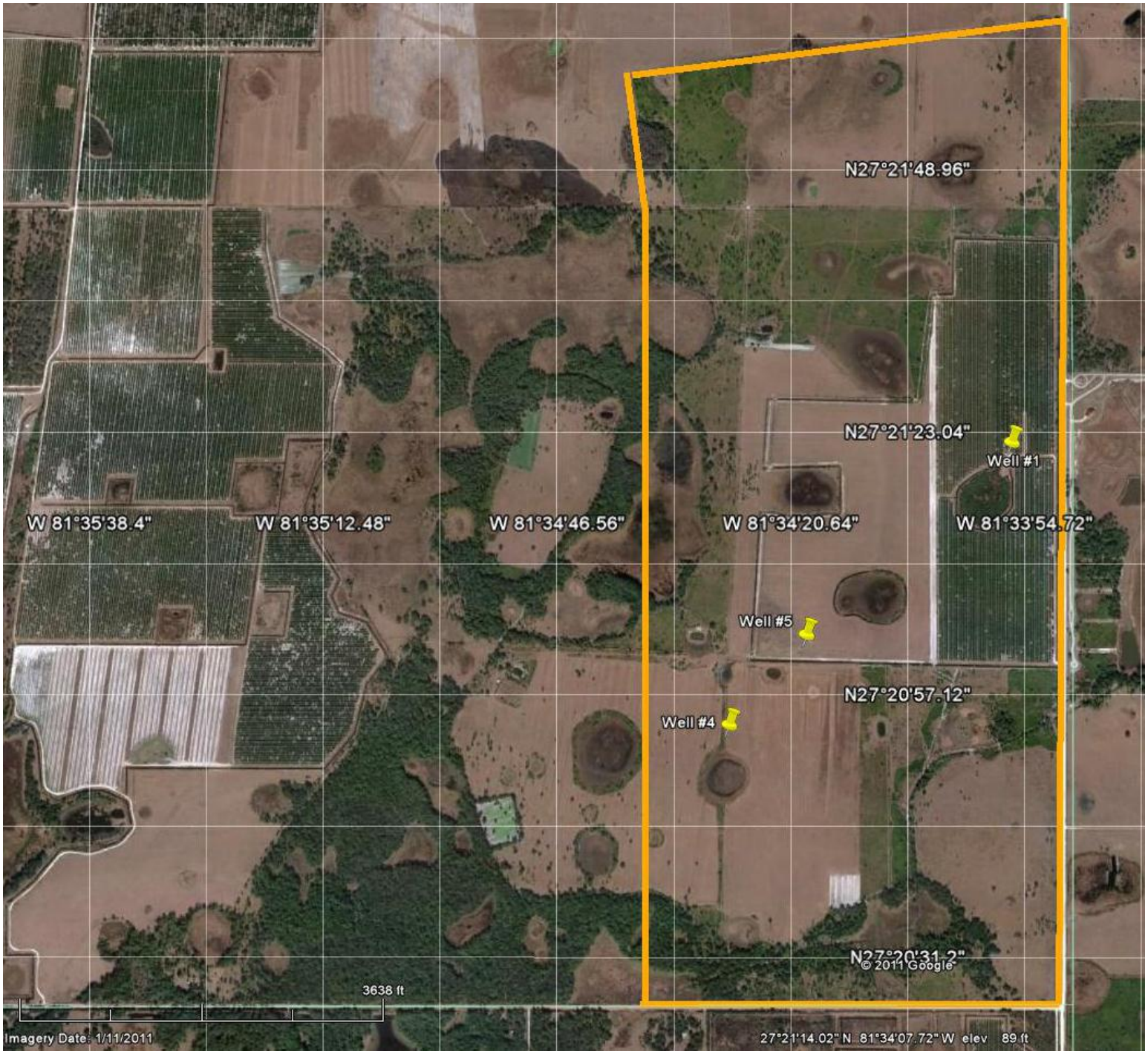
81°18'02" EAST, 995.34 FEET; THENCE NORTH 82°25' 25" EAST, 744.29 FEET; THENCE NORTH 84°29'07" EAST, 1507.38 FEET; THENCE NORTH 83°30'53" EAST, 1114.16 FEET TO THE EAST LINE OF SECTION 12, TOWNSHIP 36 SOUTH, RANGE 27 EAST, HARDEE COUNTY, FLORIDA; THENCE SOUTH 00°13'17" WEST, ALONG THE EAST LINE OF SAID SECTION 12, 4557.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 40,076,747 SQUARE FEET, OR 920.04 ACRES, MORE OR LESS.

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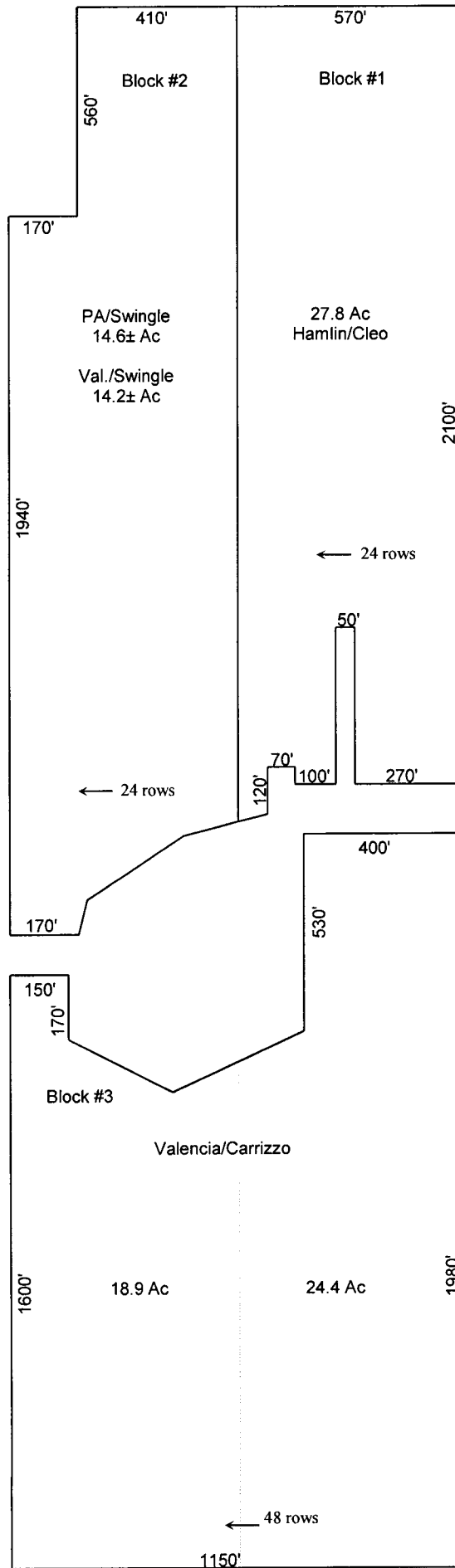
JHO:sb (GR 937-0112)

# 920-ACRE MARGARITTE GROVE AND RANCH



Sc. 1:40

Margaritte Grove



**Tree Count Summary**  
**Margaritte**

<b>VARIETY:</b>	<b>Early &amp; Mids</b>	<b>Valencia</b>	<b>Total</b>
<b>AGE:</b>			
<b>1 - 4</b>			0
<b>5 - 8</b>	226	291	517
<b>9 - 12</b>	507	2,004	2,511
<b>13 - 16</b>	1,970		1,970
<b>17 - 20</b>			
<b>21 - 24</b>	3,084	5,500	8,584
<b>25 - 29</b>			
<b>30 - 35</b>			
<b>36 - 99</b>			
<b>Tree Count</b>	5,787	7,795	13,582
<b>Skips</b>	308	444	752
<b>Total Tree Sites</b>	6,095	8,239	14,334

**TREE COUNT**  
**Margaritte Grove Block No. 1**

DATE:	September 23, 2011	COMMENTS:
<b>BLOCK #1</b>	Hamlin / Cleo	
<b>VARIETY</b>	Hamlin / Cleo	
<b>DATE SET</b>	1990	
<b>ACRES</b>	27.80	
<b>ROW SPACING</b>	22' x 26'	48' double beds
<b>SETTING</b>	10' - 15'	Twin setting
<b># ROWS</b>	24	
<b>TREES ROW</b>		
<b>EMPTY SPACE</b>	112	
<b>AGE 1 - 4</b>		
<b>AGE 5 - 8</b>	226	237 Hamlin/Swingle R.S. in 2005
<b>AGE 9 - 12</b>	507	540 Hamlin/Swingle in 2000
<b>AGE 13 - 16</b>		
<b>AGE 17 - 20</b>		
<b>AGE 21 - 24</b>	3,084	Original Setting: 4,021 Hamlin/Cleo R.S
<b>AGE 25 - 29</b>		
<b>AGE 30 - 35</b>		
<b>AGE 36 - 99</b>		
<b>Dead Trees and/or Stumps</b>	92	

**TOTAL TREE SITES** 4,021

**TOTAL TREES** 3,817

**TREE COUNT**  
**Margaritte Grove Pineapple Block No. 2**

<b>DATE:</b>	September 23, 2011	<b>COMMENTS:</b>
<b>BLOCK #2</b>	Pineapple	Originally Ambersweet Block, set in 1991, pushed in 1996
<b>VARIETY</b>	Pineapple/Swingle	
<b>DATE SET</b>	10/18/1996 1/1/1998	Replaced rows 7, 11, 15, 19, & 23 of pushed Ambersweets, 1996 (6.0± acres) Replaced rows 1, 3, 5, 9, 13, 17, & 21 of pushed Ambersweets, 1998 (8.6± acres)
<b>ACRES</b>	14.60	
<b>ROW SPACING</b>	22' x 26'	48' double beds
<b>SETTING</b>	10' - 15'	Twin setting
<b># ROWS</b>	12	Rows run north and south
<b>TREES ROW</b>	Varies	
<b>EMPTY SPACE</b>	62	
<b>AGE 1 - 4</b>		
<b>AGE 5 - 8</b>		
<b>AGE 9 - 12</b>		
<b>AGE 13 - 16</b>	1,970	First Setting: Set 10/96, 831 Pineapple/Swingle Second Setting: Set 1/98, 1243 Pineapple/Swingle
<b>AGE 17 - 20</b>		
<b>AGE 21 - 24</b>		
<b>AGE 25 - 29</b>		
<b>AGE 30 - 35</b>		
<b>AGE 36 - 99</b>		
<b>Dead Trees and/or Stumps</b>	42	

**TOTAL TREE SITE:** 2,074

**TOTAL TREES** 1,970

**TREE COUNT**  
**Margaritte Grove Valencia Block #2**

<b>DATE:</b>	September 23, 2011	<b>COMMENTS:</b>
<b>BLOCK #2</b>	Valencia	Originally Ambersweet Block
<b>VARIETY</b>	Valencia / Swingle	Replaced all even rows of pushed Ambersweets
<b>DATE SET</b>	1/1/1999	Originally Ambersweet set in 1991, Ambersweet were pushed in 1998
<b>ACRES</b>	14.20	
<b>ROW SPACING</b>	22' x 26'	48' double beds
<b>SETTING</b>	10' - 15'	Twin setting
<b># ROWS</b>	12	Rows run north and south
<b>TREES ROW</b>	Varies	
<b>EMPTY SPACE</b>	21	
<b>AGE 1 - 4</b>		
<b>AGE 5 - 8</b>	21	21 Valencia/Swingle in 2005
<b>AGE 9 - 12</b>	2,004	Original Setting: 2,088 Valencia/Swingle in 1999
<b>AGE 13 - 16</b>		
<b>AGE 17 - 20</b>		
<b>AGE 21 - 24</b>		
<b>AGE 25 - 29</b>		
<b>AGE 30 - 35</b>		
<b>Dead Trees and/or Stumps</b>	42	

**TOTAL TREE SITES**                      2,088

**TOTAL TREES**                              2,025



**MIMS WELDING, INC.**  
P.O. Box 3235  
IMMOKALEE, FLORIDA 34143  
(239) 657-2563

PROPOSAL SUBMITTED TO DAVIS CITRUS		PHONE	DATE JULY 29, 2008
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

16" X 9 FT. AGRI-LIFT PUMP  
40 FT. FLANGED DISCHARGE PIPE  
4' X 8' X 12" CAGE WEED GUARD BASE  
DERAN GEAR DRIVE  
SEALED PACKING GLAND GREASE TUBE ASSEMBLY  
SPICER DRIVE SHAFT - 3 FT. AND GUARD  
ENGINE PLATFORM OVER DISCHARGE PIPE  
LABOR AND MATERIALS

\$18,500.00

OPTINAL

*Optional* 6' X 12' ALL STEEL ENGINE SHED TOP

800.00

TAX EXEMPT ON ENGINE DRIVEN AG-EQUIPMENT

ESTIMATED DELIVERY (2 WEEKS)

AUGUST 14 - 16

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

\_\_\_\_\_ dollars (\$ \_\_\_\_\_).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** — The above prices, specifications \_\_\_\_\_

Signature \_\_\_\_\_

**TRANSFERRED TO CONSTRUCTION PHASE**

*Final copy*

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
MANAGEMENT AND STORAGE OF SURFACE WATER  
INDIVIDUAL - CONSTRUCTION  
PERMIT NO. 4013109.00

**EXPIRATION DATE: October 24, 1998**

PERMIT ISSUE DATE: October 24, 1995

This permit, issued under the provisions of Chapter 373, Florida Statutes and Florida Administrative Code Rules 40D-4 and 40D-40 authorizes the Permittee to perform the work outlined herein and shown by the application, approved drawing(s), plans, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District).

PROJECT NAME: Marguerite Block  
GRANTED TO: Mr. Joe L. Davis, Sr.  
2306 U.S. Highway 27 South  
Avon Park, FL 33825

ABSTRACT: This permit authorization is for the construction of a new surface water management system serving a 110.30-acre agricultural project (citrus grove) as named above and as shown on the approved construction drawings. The drainage system is designed to utilize a pump to discharge stormwater from the grove (Basin No. 1) to an upland cut linear ditch (Basin No. 2) that will regulate the discharges through a control structure. The control structure within Basin No. 2 will discharge into a wet detention system within Basin No. 3 that incorporates existing wetland areas as part of its treatment. The final outfall from Basin No. 3 will exit via an existing ditch which ultimately enters the Oak Creek Marsh system. Post-development peak discharge rates will not exceed pre-development peak discharge rates for a 25-year, 24-hour rainfall event.

This permit authorization was a result of Field Investigation No. 91-1131 which documented unpermitted construction activities.

The project area includes 14.85 acres of non-forested, isolated wetlands. Existing impacts have eliminated 1.08 acres of non-forested, isolated wetlands, and degraded 5.61 acres of non-forested, isolated wetlands. Compensation for impacts is provided by 8.14 acres of non-forested mitigation and 0.21 acre of wetland restoration.

OP. & MAINT. ENTITY: Mr. Joe L. Davis, Sr.  
PROPERTY LOCATION: Hardee and Desoto Counties  
SEC/TWP/RGE: 12,13,24/36S/27E  
TOTAL ACRES OWNED: 1,999.80  
PROJECT SIZE: 110.30 acres  
LAND USE: Agricultural  
DATE APPLICATION FILED: February 21, 1995  
AMENDED DATE: August 18, 1995

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Permit No. 4013109.00  
 Project Name: Marguerite Block  
 Page 2

I. Water Quantity/Quality

BASIN #	AREA ACRES @ T.O.B.	TREATMENT TYPE
1	9.00	N/A (Attenuation only)
2	3.95	Wet Detention
3	5.94	Wet Detention
TOTAL	18.89	

Comments: Basin No. 1 includes storage in the grove (ditches, furrows, surface).  
 Basin No. 2 linear ditch west of the grove.  
 Basin No. 3 incorporates wetlands 3 and 4 as a detention system.

II. 100-Year Floodplain

Encroachment (ac-ft):	Compensation (ac-ft):
0.00	0.00

III. Environmental Considerations

Wetland Information:				
WETLAND #	TOTAL AC.	PRESERVED AC.	TEMPORARILY DISTURBED AC.	PERMANENTLY DESTROYED AC.
1	0.87	0.00	0.00	0.87
2	5.61	5.61	0.00	0.00
3	0.29	0.29	0.00	0.00
4	0.22	0.22	0.00	0.00
5	5.10	5.10	0.00	0.00
6	0.40	0.19	0.21	0.00
7	1.10	1.10	0.00	0.00
8	1.26	1.26	0.00	0.00
TOTAL	14.85	13.77	0.21	0.87

Comments: The project area includes 14.85 acres of non-forested isolated wetlands. Existing impacts have eliminated 1.08 acres of non-forested, isolated wetlands, and degraded 5.61 acres of non-forested, isolated wetlands.

Permit No. 4013109.00  
 Project Name: Marguerite Block  
 Page 3

Compensation Information:					
AREA #	CREATED MITIGATION AC.	UPLAND PRESERVED AC.	IMPROVED WETLAND AC.	NON TYPE-FOR-TYPE WETLAND AC.	MISC. COMP. AC.
1	5.76	0.00	0.00	0.00	0.00
2	1.01	0.00	0.00	0.00	0.00
3	1.37	0.00	0.00	0.00	0.00
TOTAL	8.14	0.00	0.00	0.00	0.00
NET CHANGE	+7.27	OTHER COMPENSATION TOTAL			0.00

Comments: Compensation for impacts is provided by 8.14 acres of non-forested mitigation and 0.21 acre of wetland restoration.

SPECIFIC CONDITIONS

1. All surface water management systems shall practice water conservation to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of off-site property. At such time in the future as the Governing Board establishes minimum water levels in aquifers or minimum rates of flow in streams, or otherwise adopts specific conservation criteria, the Permittee may be required to undergo an alteration of the system to comply with such criteria upon notice by the District and after a reasonable period for permitting compliance.
2. In order to ensure that the person who will construct the proposed work is identified as required by Section 373.413(2)(f), Florida Statutes, once the contract is awarded, the name, address, and telephone number of the contractor will be submitted to the District prior to construction referencing Permit Number 4013109.00.
3. The District reserves the right to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.
4. This permit is for a single phase (i.e., full construction buildout) as regards the stormwater management system.

Permit No. 4013109.00  
Project Name: Marguerite Block  
Page 4

5. The Permittee shall, within 30 days of permit issuance, complete all aspects of wetland compensation, including the backfilling and grading of the restoration area in accordance with the design details in the final approved construction drawings received by the District on September 8, 1995. Compensation provided as a requirement of this construction permit shall be preserved in perpetuity and maintained as part of the surface water management system.

The Permittee shall undertake required maintenance activities within the wetland compensation areas, as needed throughout the monitoring period, with the exception of the final year. Maintenance shall include the manual removal (with sufficient frequency) of all nuisance and exotic plant species, such that their combined coverage at no time exceeds the criteria within the attached Wetland Compensation Success Criteria (Attachment A), nor reaches levels which necessitate the use of herbicides.

The monitoring period should begin upon completion of the compensation areas and shall be initiated prior to the issuance of the operation permit. The reports must be submitted on the Standard Compensation Monitoring Form (Attachment B).

The compensation area must satisfy the attached Wetland Compensation Success Criteria for monitoring to be terminated. When these criteria have been initially achieved as described in the attached Standard Compensation Monitoring Form, the Permittee shall notify the District (Permits Data Section). At this time all irrigation and addition or removal of vegetation must be suspended and the proposed final year will begin. The subsequent annual monitoring report must demonstrate that success has been maintained. Upon successful completion of the proposed final year, and receipt and approval of the subsequent report, the District will notify the Permittee in writing of the release from any further monitoring for that area. The District reserves the right to require that corrective action be performed by the Permittee if wetland compensation areas fail to show reasonable progress toward achieving the success criteria.

6. The Permittee shall complete all other construction activities authorized by this permit within 90 days of permit issuance.

#### TRACKING CONDITIONS

1. The Permittee shall immediately provide written notification to the District upon beginning any construction authorized by this permit.

Permit No. 4013109.00  
Project Name: Marguerite Block  
Page 5

2. The Permittee shall retain the Design Engineer, or other Professional Engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project; the Permittee shall inform the District in writing and prior to beginning construction of the name, address and phone number of the Professional Engineer so employed by the Permittee for that purpose.
3. The Operation and Maintenance Entity shall submit inspection reports in the form required by the District, in accordance with the following schedule unless specified otherwise herein or in Application Information.
  - (x) For systems utilizing retention and wet detention, the inspections shall be performed two years after operation is authorized and every two years thereafter.
4. Environmental monitoring is required for determination of:
  - (x) compensation success

Monitoring procedures and parameters include those identified in the attached Wetland Compensation Success Criteria, the attached Standard Compensation Monitoring Report, and the approved monitoring plan submitted on August 18, 1995. Following construction, monitoring reports shall be submitted by the Permittee at the following intervals:

- ( ) semi-annually
- ( ) annually
- (x) quarterly during the first year and semi-annually thereafter
- ( ) quarterly during the first year, semi-annually during the next 2 years, and annually thereafter


Two (2) original monitoring reports shall be submitted to the following address within 30 days following each monitoring event:

Permits Data Section  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34609-6899

5. Refer to LIMITING CONDITION No. 4 herein.

LIMITING AND STANDARD CONDITIONS

1. The Permittee shall comply with the attached Limiting and Standard Conditions which are attached hereto, incorporated herein by reference as Exhibits "A" and "B" respectively and made a part hereof.

  
\_\_\_\_\_  
Authorized Signature

ATTACHMENT A  
 WETLAND COMPENSATION SUCCESS CRITERIA  
 COMPENSATION AREA A and Restoration Area

Compensation shall be deemed successful when the following criteria have been met continuously for a period of at least one (1) year without intervention in the form of irrigation, removal of undesirable vegetation, or replanting of desirable vegetation:

1. The compensation area can be classified as Palustrine-emergent (PEM) according to the United States Fish and Wildlife Service's Classification of Wetlands and Deepwater Habitats of the United States.
2. The dominant and sub-dominant species of desirable wetland plants and the overall coverage comprising each vegetation stratum of the compensation area shall be as follows:

ZONE	STRATUM	% COVERAGE DESIRABLE SPECIES	DOMINANT SPECIES	SUBDOMINANT SPECIES
T	Ground	85	<u>Hypericum fasciculatum</u>	<u>Xyris</u> spp.
S	Ground	85	<u>Pontederia cordata</u>	<u>Hypericum fasciculatum</u>

3. Coverage by nuisance or exotic species shall not exceed 10% of the compensation areas.
4. Coverage by uplands vegetation shall not exceed 10% of the compensation areas during the wet season (June-September).

ATTACHMENT A  
 WETLAND COMPENSATION SUCCESS CRITERIA  
 COMPENSATION AREAS 2 and 3

Compensation shall be deemed successful when the following criteria have been met continuously for a period of at least one (1) year without intervention in the form of irrigation, removal of undesirable vegetation, or replanting of desirable vegetation:

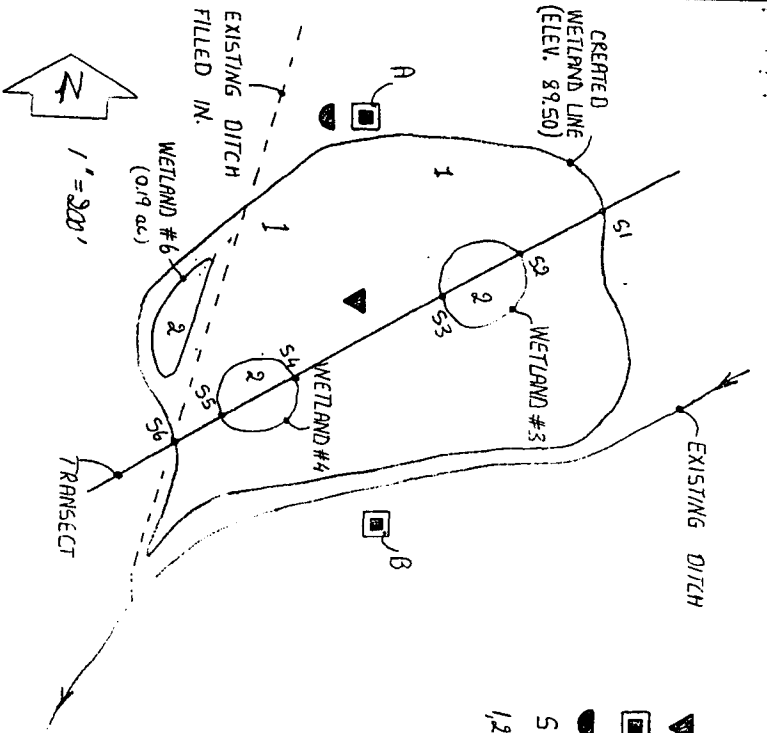
1. The compensation area can be classified as Palustrine-emergent (PEM) according to the United States Fish and Wildlife Service's Classification of Wetlands and Deepwater Habitats of the United States.
2. The dominant and sub-dominant species of desirable wetland plants and the overall coverage comprising each vegetation stratum of the compensation area shall be as follows:

ZONE	STRATUM	% COVERAGE DESIRABLE SPECIES	DOMINANT SPECIES	SUBDOMINANT SPECIES
T	Ground	85	<u>Panicum hemitomon</u>	<u>Scirpus</u> spp.
S	Ground	85	<u>Pontederia cordata</u>	<u>Panicum hemitomon</u>

3. Coverage by nuisance or exotic species shall not exceed 10% of the compensation areas.
4. Coverage by uplands vegetation shall not exceed 10% of the compensation areas during the wet season (June-September).

**LEGEND**

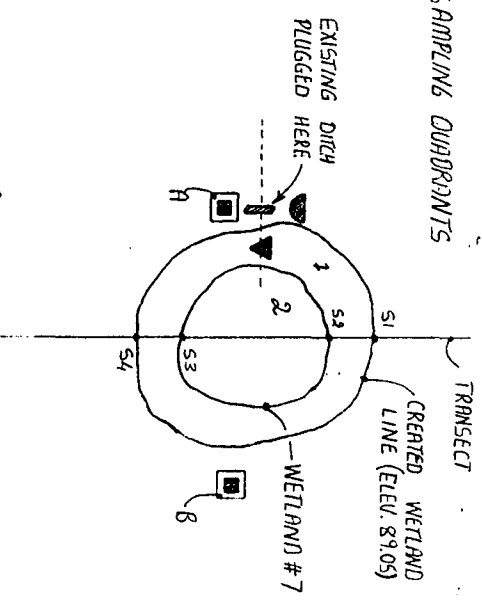
- ▲ STAFF GAUGE
- ▣ PHOTO STATIONS (VARIOUS)
- RAIN GAUGE
- 5 LOCATIONS OF SAMPLING QUADRANTS
- 1/2 ZONES



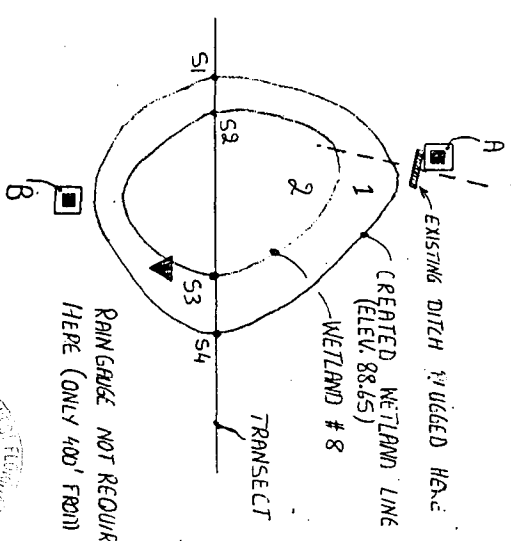
**MITIGATION SITE 1**  
S13, T36S, R37E HARDEE

NOTE:  
SEE NARRATIVE FOR REFRIDIGERATE SURVEY  
STAFF GAUGES TO BE GAUGED IN REFERENCE TO NGVD.

ASBUILT FIELD COPY



**MITIGATION SITE 2**  
S24, T36S, R37E DESOTO COUNTY



**MITIGATION SITE 3**  
S24 T36S R37E DESOTO COUNTY

INSPECTION CONDUCTED BY DISTRICT  
 INSPECTION CONDUCTED BY DISTRICT  
 INSPECTION NOT CONDUCTED BY DISTRICT  
 RIGHT RESERVED FOR FUTURE INSPECTION



**MITIGATION PLAN**

MARGUERITE BLOCK

SCALE: 1" = 200'	APPROVED BY:
DATE: AUG 7 1995	DRAWN BY: RHD-Bartow
REVISIONS:	
DRAWING NUMBER: SHEET 1 of 2	
JOB: L. ERVINS RANCH & GROVE, INC.	

Southwest Florida Water Management District

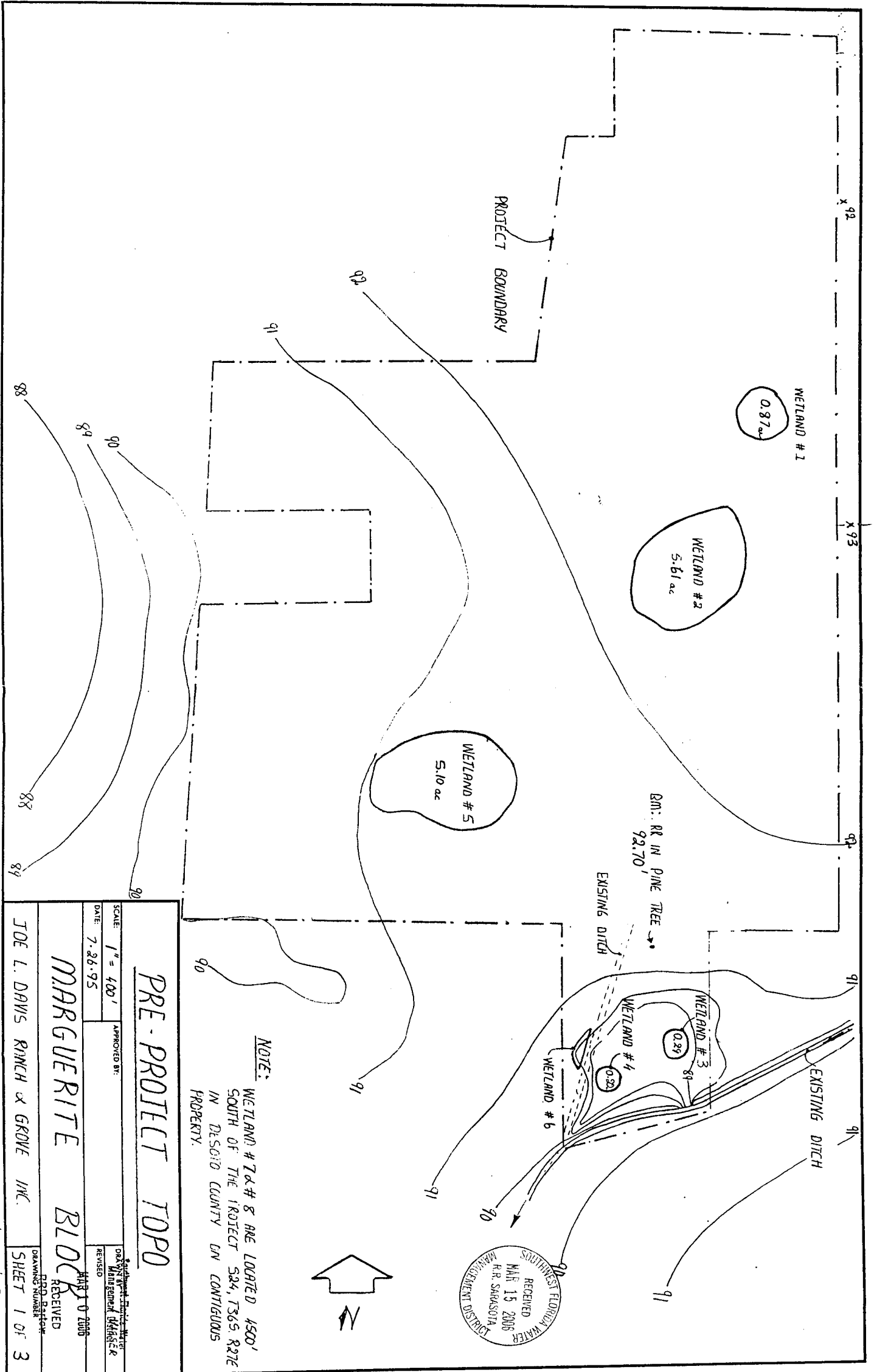
MAR 10 2006

RECEIVED

RHD-Bartow

REVISED: L. V. S. & K.

JOE L. ERVINS RANCH & GROVE, INC. SHEET 1 of 2



**NOTE:**  
 WETLAND # 7 & # 8 ARE LOCATED 4500'  
 SOUTH OF THE PROJECT SR4, TS65, R27E  
 IN DESHO COUNTY ON CONTIGUOUS  
 PROPERTY.

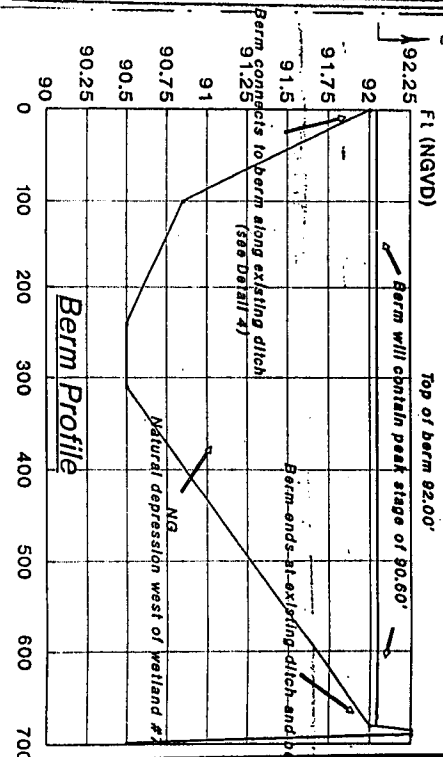
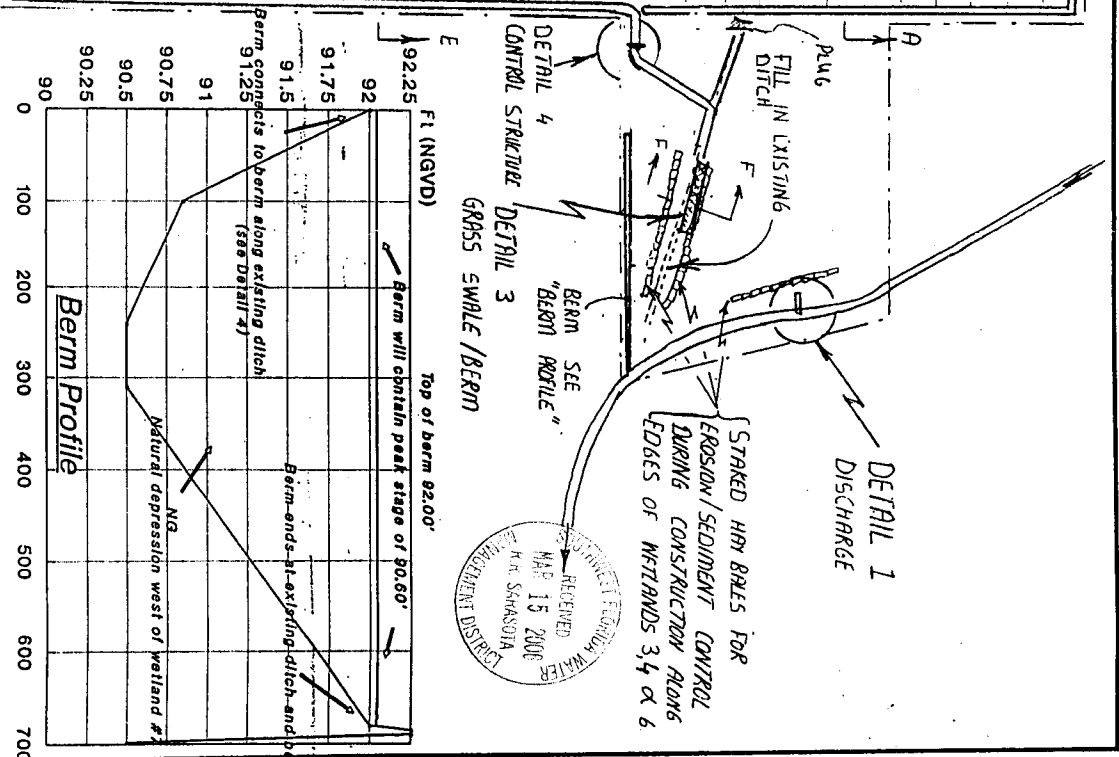
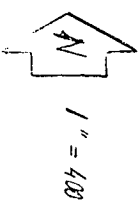
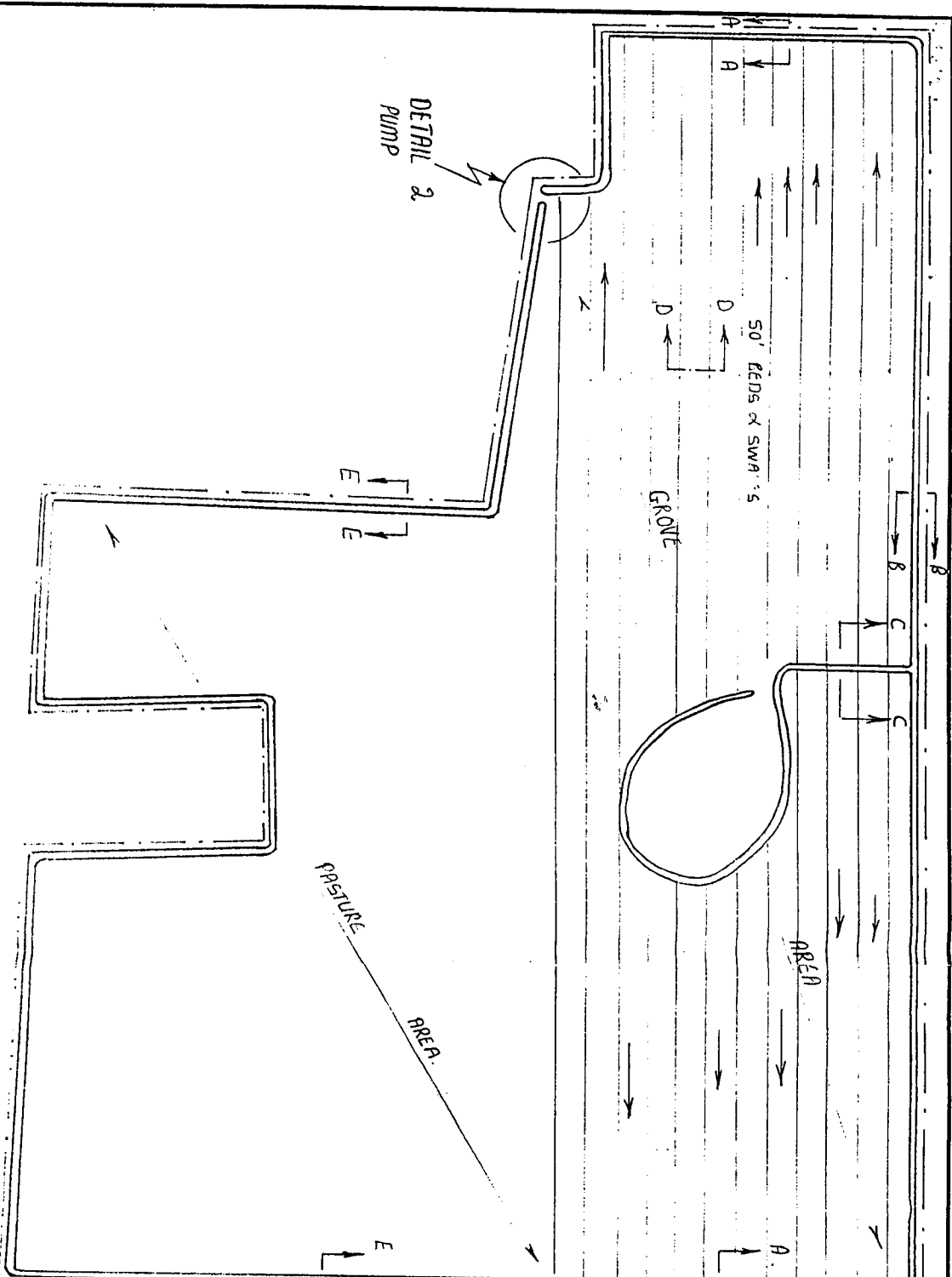
**PRE-PROJECT TOPO**

SCALE: 1" = 400'  
 DATE: 7-26-95  
 APPROVED BY: [Signature]  
 DRAWING NUMBER: [Blank]

**MARGUERITE BLOCK**

JOE L. DAVIS RANCH & GROVE INC.  
 SHEET 1 OF 3

*Handwritten initials*



**MASTER PLAN**

MARGUERITE BLOCK

JOE L DAVIS RANCH & GROVE INC.

SHEET 2 OF 3

APPROVED BY: [Signature]

SCALE: 1" = 400'

DATE: 7-26-95

DRAWN BY: RENEVESEK

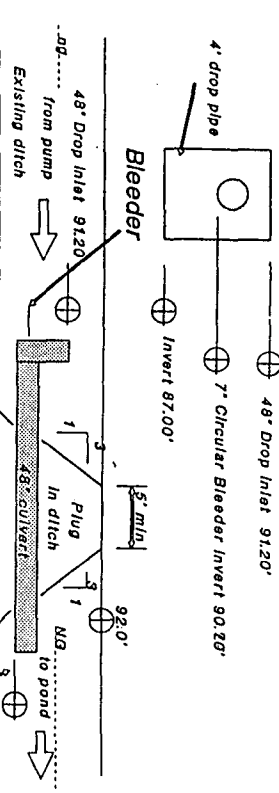
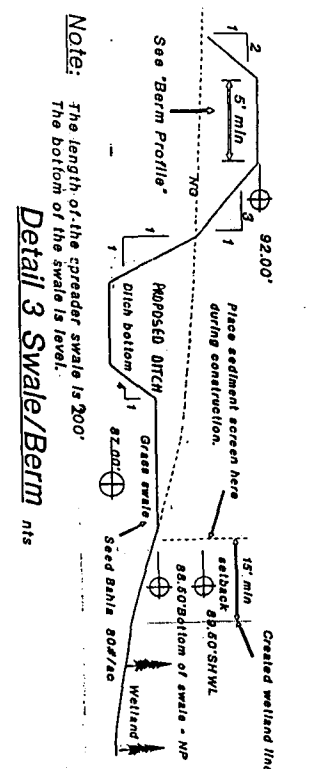
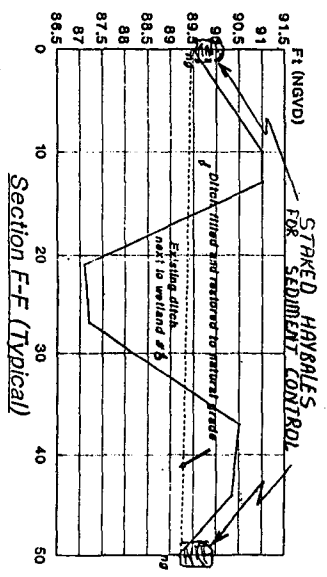
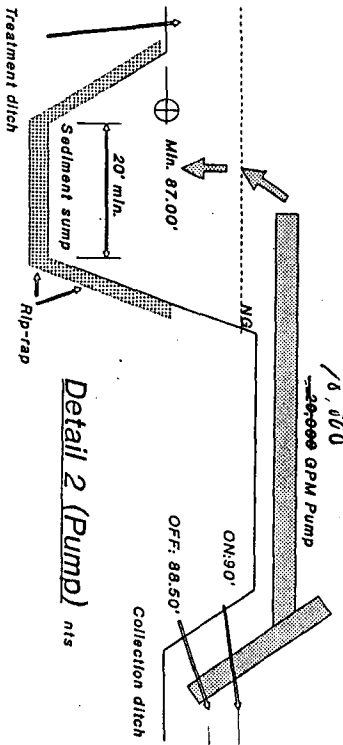
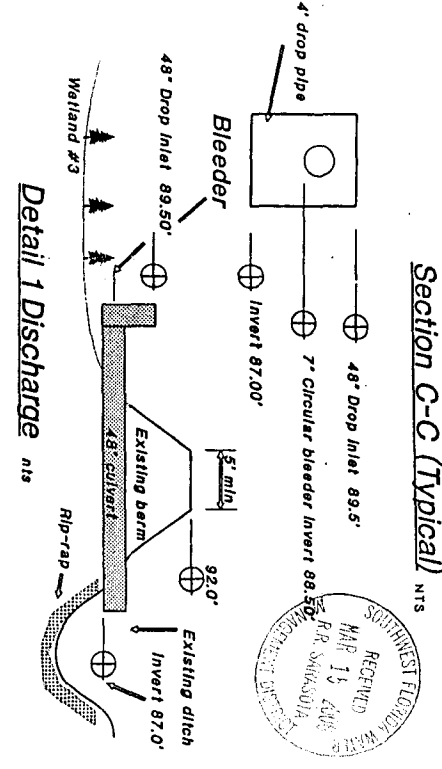
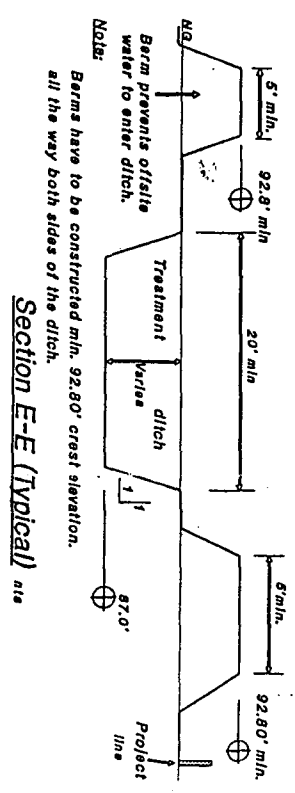
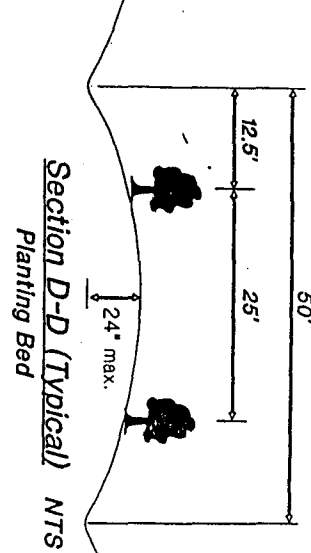
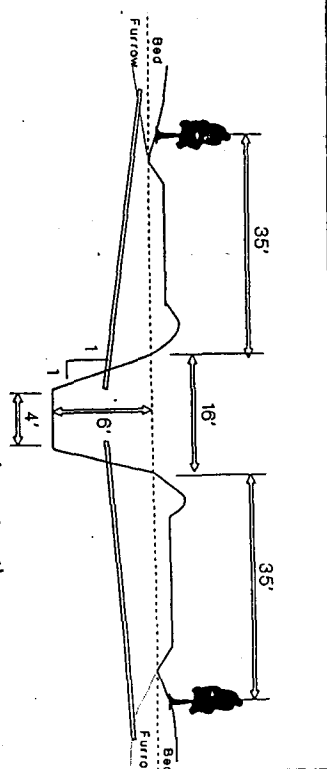
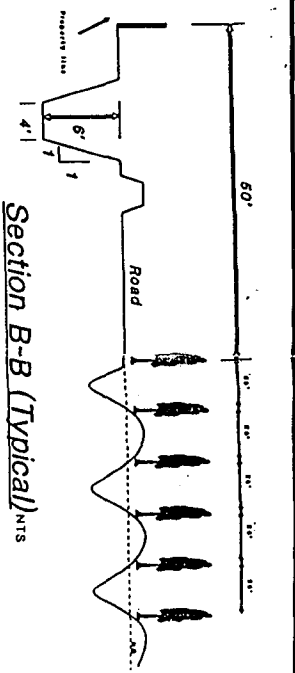
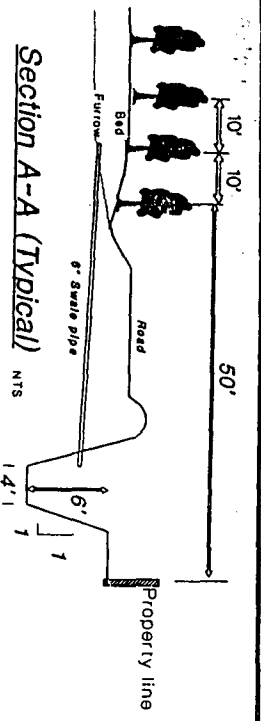
REVISED: RRD-BATLOW

MAR 10 2006

SOUTHWEST FLORIDA WATER Management District

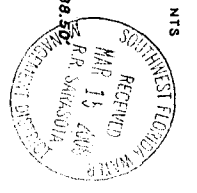
RECEIVED MAR 15 2006 K.M. SPANASIA

*MA*



NOTE: See Master Plan for location of plug.

**MASTER PLAN**  
 APPROVED BY: \_\_\_\_\_  
 SCALE: AS SHOWN  
 DATE: JUL 7 1995  
 DRAWN: REGENSTEINER  
 REVISER: RD-BARTOW  
**MARGUERITE BLOCK**  
 JOE L DAVIS RANCH & GROVE INC  
 SHEET 3 OF 3





An Equal Opportunity Employer

# Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)  
On the Internet at: WaterMatters.org

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)  
SUNCOM 572-6200

**Lecanto Service Office**  
Suite 226  
3600 West Sovereign Path  
Lecanto, Florida 34461-8070  
(352) 527-8131

**Sarasota Service Office**  
6750 Fruitville Road  
Sarasota, Florida 34240-9711  
(941) 377-3722 or  
1-800-320-3503 (FL only)  
SUNCOM 531-6900

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)  
SUNCOM 578-2070

September 20, 2007

**Judith C. Whitehead**  
Chair, Hernando

**Neil Combee**  
Vice Chair, Polk

**Todd Pressman**  
Secretary, Pinellas

**Jennifer E. Closshey**  
Treasurer, Hillsborough

**Thomas G. Dabney**  
Sarasota

**Patricia M. Glass**  
Manatee

**Heidi B. McCree**  
Hillsborough

**Ronald E. Oakley**  
Pasco

**Sallie Parks**  
Pinellas

**Maritza Rovira-Forino**  
Hillsborough

**Patsy C. Symons**  
DeSoto

**David L. Moore**  
Executive Director

**William S. Bilenky**  
General Counsel

Joe L. Davis, Sr.  
2306 US HWY 27 South  
Avon park, FL 33825

**Subject: Transfer to Operation Phase**  
Project Name: Marguerite Block  
Permit No.: 40013109.000  
Compliance No.: 161558  
Sec/Twp/Rge: 12,13,24/36/27  
County: DeSoto, Hardee

Dear Mr. Davis:

The request to transfer the permit referenced above to the operation phase has been approved. District staff has reviewed the as-built drawings, inspected the project, and determined the surface water management system in compliance at the time of our inspection. Minor deviation(s) (listed below), which do not appear to adversely affect the functions of the permitted system at this time, were discovered.

This Permit is transferred to the operation phase with the understanding that mitigation sites 2 and 3 were incorporated into Permit No. 49009982.005, Three Corners Grove Basin 1 Modification, as issued and reviewed by the District's Sarasota Service Office. Mitigation site 1 remains a part of this permit and is subject to all conditions of this permit.

The Permit contains conditions requiring periodic inspection and maintenance. The inspections are required every 18 to 24 months. The inspection results must be reported to the District on the enclosed form entitled "Statement of Inspection for Proper Operation and Maintenance." Please refer to the permit to determine the inspection schedule and when this form should be filed.

As outlined in Subsection 40D-4.351(1)(a), "A Permittee shall notify the District within 30 days of any sale, conveyance or any other transfer for a permitted surface water management system or the real property at which the system is located." For your convenience, we have enclosed a "Notification and Request for Transfer of Environmental Resource Permit" form to submit for transferring the permit.

If you have questions, please contact Jan R. Burke, Jr., P.E., at extension 6103 in the Bartow Service Office.

Sincerely,

Brian S. Starford, P.G., Director  
Bartow Regulation Department

BSS:JRB:jmp

Enclosures: Executed Statement of Completion, As-Built Drawings, Approved Permit, Notification and Request to Transfer Form

cc: File of Record 40013109.000/CT 161558  
Malcolm Johnson, P.E., Agricultural Engineering, PA  
M. Sokoloskis G Watson



An Equal Opportunity Employer

# Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

TDD only: 1-800-231-6103 (FL only)

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7601 Highway 301 North  
Tampa, Florida 33637-6759  
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**Todd Pressman**  
Chair, Pinellas

**Ronald E. Oakley**  
Vice Chair, Pasco

**Hugh M. Gramling**  
Secretary, Hillsborough

**Salle Parks**  
Treasurer, Pinellas

**Carlos Beruff**  
Manatee

**Bryan K. Beswick**  
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**Jennifer E. Closshey**  
Hillsborough

**Neil Combee**  
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**Maritza Rovira-Forino**  
Hillsborough

**H. Paul Senft, Jr.**  
Polk

**Douglas B. Tharp**  
Sumter

**Judith C. Whitehead**  
Hernando

**David L. Moore**  
Executive Director

**William S. Bilenky**  
General Counsel

June 16, 2010

Joe L. Davis, Sr.  
2306 U.S. Highway 27 South  
Avon park, FL 33825

Subject: **Response to Statement of Inspection for Proper Operation and Maintenance**  
Project Name: Marguerite Block  
Permit No.: 40013109.000  
Compliance No.: 322912  
Sec/Twp/Rge: 12,13,24/36/27  
County: DeSoto, Hardee

Dear Mr. Davis:

On January 4, 2010, the District received the Statement of Inspection for Proper Operation and Maintenance for the above referenced permit.

On February 16, 2010, District staff conducted a site inspection and determined that the permitted system is in compliance with the permit. Based on the site inspection and a review of the File of Record, the Statement of Inspection for Proper Operation and Maintenance will now be required every 48 months, instead of every 24 months. Your next required report is due on September 20, 2013.

It is recommended that regular inspections be continued by the permittee/owner to ensure the system is functioning and being properly operated and maintained. If, at a later date, the system is determined to be improperly operated or maintained, the District reserves the right to further change the scheduled interval for the inspection reports or to require implementation of other measures to bring the system into compliance with the permit.

Sincerely,

J. Graham Watson  
Senior Field Technician  
Bartow Regulation Department

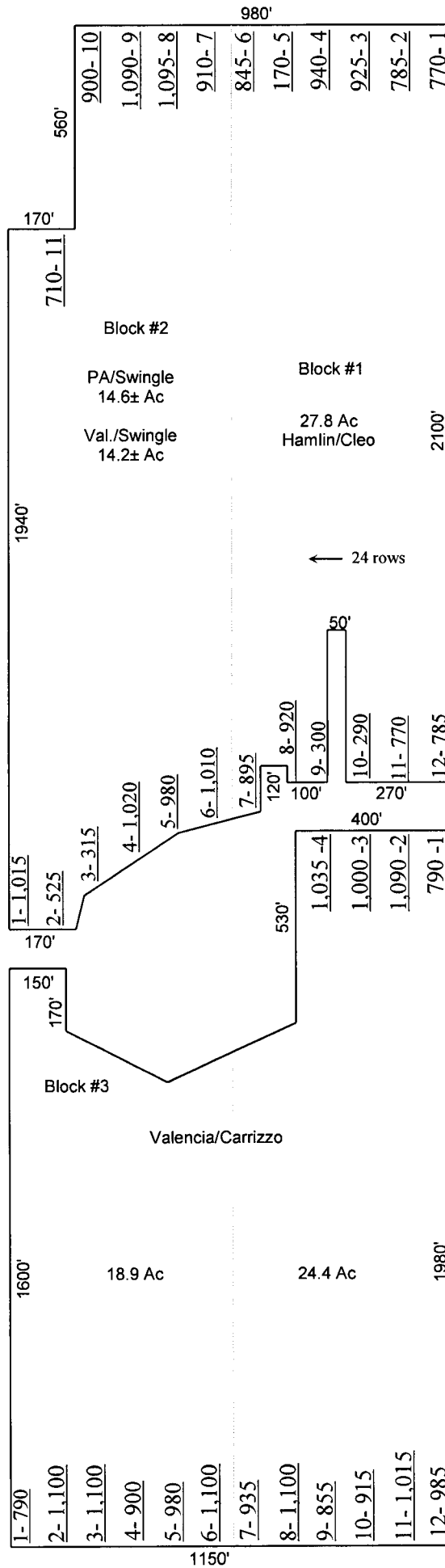
JGW:knh

cc: File of Record 40013109.000/CT 322912  
Bryan Clemons, P.E., Clemons Engineering, Inc.

Sc. 1:40

# Margaritte Grove

## Underground Drainage Tile Map



# **Florida Orange Marketers, Inc.**

**505 Avenue "A" NW, Suite 219  
Winter Haven, FL 33881**

## **2011-12 & 2012-13 FRUIT SEASONS**

The Coca-Cola Company has made available to Florida Orange Marketers an additional volume of fruit for the current Mutual Mostly contract.

### **THE PROVISIONS OF THIS CONTRACT ARE AS FOLLOWS:**

#### **TERM**

**2011-12 & 2012-13 Seasons**

#### **VOLUME**

**Up To 500,000 Boxes**

#### **VARIETIES**

**Early/midseason &/or Valencia Oranges**

### **LIMIT (BOX) and/or PRODUCTION CONTRACTS**

#### **PRICING AND PAYMENTS**

		<b>Initial Payment</b>	<b>Maximum Payment</b>
<b>2011-12 Season</b>	<b>Early/midseason</b>	<b>\$1.35</b>	<b>\$2.05</b>
	<b>Valencia oranges</b>	<b>\$1.55</b>	<b>\$2.10</b>
<b>2012-13 Season</b>	<b>Early/midseason</b>	<b>\$1.40</b>	<b>\$2.10</b>
	<b>Valencia oranges</b>	<b>\$1.60</b>	<b>\$2.15</b>

The final Gross payout will be the Florida Citrus Mutual's Mostly Season Average Price by variety. This payout will not be lower than the Initial Payment, or higher than the Maximum Payment, as listed for each season above.

The additional oranges delivered under this contract will be subject to the terms and conditions of the current FOM/TCCC agreement, including the Force Majeure clause and the Haul Allowance provision.

Current Members will have until August 1<sup>st</sup> to submit requests. If the target volume is not reached by this deadline, any additional volume needed will be open to non-members and will be accepted as their requests are received.

**WRITTEN REQUESTS MAY BE SUBMITTED BY MAIL, FAX or EMAIL**

**Telephone (863) 298-0614 \* Fax (863) 298-0583 \* Email flominc@verizon.net**

**FLORIDA CITRUS MUTUAL  
MOSTLY PRICE 2010-11 SEASON**

<u>WEEK</u>	<u>DATES</u>	<u>EARLY/MIDSEASON</u>		<u>VALENCIAS</u>	
		<u>MOSTLY PRICE</u>	<u>AVERAGE TO DATE</u>	<u>MOSTLY PRICE</u>	<u>AVERAGE TO DATE</u>
1	Oct. 11-17	\$1.60	\$1.6000	na	na
2	Oct. 18-24	\$1.60	\$1.6000	na	na
3	Oct. 25-31	\$1.60	\$1.6000	na	na
4	Nov. 1 – 7	\$1.60	\$1.6000	na	na
5	Nov. 8 -14	\$1.60	\$1.6000	\$1.75	\$1.7500
6	Nov. 15-21	\$1.60	\$1.6000	na	\$1.7500
7	Nov. 22-28	na	\$1.6000	na	\$1.7500
8	N. 28-D. 5	na	\$1.6000	na	\$1.7500
9	Dec. 6-12	na	\$1.6000	\$1.75	\$1.7500
10	Dec. 13-19	\$1.70	\$1.6143	na	\$1.7500
11	Dec. 20-26	na	\$1.6143	na	\$1.7500
12	D. 27-J. 2	\$1.70	\$1.6250	na	\$1,7500
13	Jan. 3 – 9	\$1.90	\$1.6556	na	\$1.7500
14	Jan. 10-16	\$1.80	\$1.6700	na	\$1.7500
15	Jan. 17-23	\$1.90	\$1.6909	* na(\$2.00)	\$1.8333
16	Jan. 24-30	\$1.85**	\$1.7042	* na(\$2.00)	\$1.8750
17	J. 31-F. 6	\$1.90	\$1.7192	\$2.00	\$1.9000
18	Feb. 7 – 13	\$1.90	\$1.7321	\$2.00	\$1.9167
19	Feb. 14-20	\$1.90	\$1.7433	\$2.00	\$1.9286
20	Feb. 21-27	\$1.90	\$1.7531	\$2.00	\$1.9375
21	F. 28 – M. 6	\$1.90	\$1.7618	\$2.025**	\$1.9472
22	Mar. 7 – 13	<u>FINAL E/M</u>	<u>\$1.7618</u>	\$2.00	\$1.9525
23	Mar. 14-20			\$2.00	\$1.9568
24	Mar. 21–27			\$2.00	\$1.9604
25	M. 28-A. 3			\$2.025**	\$1.9654
26	Apr. 4 – 10			\$2.00	\$1.9679
27	Apr. 11-17			\$2.00	\$1.9700
28	Apr. 18-24			\$2.05	\$1.9750
29	A. 25 – M.1			\$2.15	\$1.9853
30	May 2 – 8			\$2.15	\$1.9944
31	May 9 – 15			\$2.15	\$2.0026
32	May 16-22			\$2.25	\$2.0150
33	May 23-29			\$2.275**	\$2.0274
34	M. 30 – J. 5			\$2.300**	\$2.0398
35	June 6 – 12			\$2.35	\$2.0533
36	June 13-19			\$2.35	\$2.0656
37	June 20-26			\$2.325**	\$2.0760
38	Jun. 27-Jul. 3			<u>FINAL VALS.</u>	<u>\$2.0760</u>

\* Purchase reported by Seller, not by Processor. These two weeks will be figured in average.  
 \*\* E/M price for week 16 was \$1.80 to \$1.90 averaging \$1.85. Valencia price for week 21 & 25 was \$2.00 to \$2.05 averaging \$2.025. Val. price for week 33 was \$2.25 to \$2.30 ave. \$2.275. Val. price for week 34 was \$2.25 to \$2.35 ave. \$2.30. Val. price for week 37 was \$2.30 to \$2.35 ave. \$2.325.

**Florida Orange Marketers, Inc.**  
505 AVENUE "A" NW, SUITE 219  
WINTER HAVEN, FLORIDA 33881  
863-298-0614

**CONTRACT EXPLANATION AND POOLING NOTICE**  
**2011-12 SEASON**

July 1, 2011

---

Florida Orange Marketers, Inc. was incorporated July 3, 1957, under "The Agricultural Act" of the State of Florida, as a nonprofit cooperative marketing association with capital stock. The Cooperative functions primarily as a bargaining agent for the handling, processing, distribution and sale of its members' oranges.

The Cooperative is governed by a Board of Directors elected yearly by the members. All member-patrons are approved by the Board of Directors and are required to purchase one share of common stock of the Cooperative at the par value of ten dollars.

There are two classifications of membership. A LIMIT MEMBER commits a specified number of boxes to be delivered and a PRODUCTION MEMBER specifies certain groves from which all of the oranges produced are to be delivered.

The Cooperative has a uniform marketing contract with each of its member-patrons. This marketing contract provides that the full sales proceeds received by the Cooperative for fruit will be remitted to member-patrons after deducting an assessment to cover actual operating expenses.

The Cooperative's Board of Directors has the duty of negotiating and enforcing marketing contracts that is in every way advantageous to the association and to its member-stockholders collectively.

**PRINCIPAL PROVISIONS OF THE FOM/COCA-COLA COMPANY AGREEMENT**

In accordance with the Charter and By-laws of FOM, notice is hereby given of the provisions of the current marketing agreement referred to as the "Mutual Mostly Contract" between Florida Orange Marketers, Inc. (FOM) and The Coca-Cola Company (TCCC) for the 2011-12 processing season.

1. TCCC has set a target of approximately 6,400,000 boxes of round oranges which it will accept from FOM for the 2011-12 season. The targeted ratio of Early-Midseason to Valencia oranges shall be that of the statewide U.S. Department of Agriculture (USDA) estimate for the previous season.
2. For the purposes of this Agreement, the term "oranges" shall not include Navels, Ambersweets, Satsumas, Temples, Tangerines or Tangelos.
3. All oranges delivered shall be sound and merchantable and shall fully comply with all federal and state laws, regulations, rules and orders relating to the growing and harvesting of oranges to be used for the purpose, or purposes, designated for such fruit by FOM and TCCC. FOM members must be able to demonstrate their compliance with these requirements at the request of and the satisfaction of TCCC. TCCC and/or its agents shall have the right to inspect any facility and/or orange grove owned, operated, and/or controlled by a FOM member.

4. The total deliveries of oranges hereunder during each day shall average a minimum total Brix of ten (10) degrees and have an average Brix/acid ratio of not less than 12:1 or more than 20:1. Any individual load of oranges shall not be less than nine and one-half (9.5) degrees Brix and have a Brix/acid ratio of not less than 11:1 or more than 22:1. For any individual load of oranges that does not fall within the above specifications the payment for these oranges may be discounted to reflect the value of this fruit.

5. FOM MEMBERS shall deliver, or arrange for delivery, of contracted oranges at their expense, to such processing plant, or plants, and at such times during the processing season as the Association directs. Member understands and agrees that this is a seasonal contract and Member's deliveries are based upon seasonal allocations of processing capacity to the Association. CUTRALE CITRUS JUICES USA, INC., with plants in Auburndale and Leesburg, has been designated by TCCC as the primary processor for FOM. A haul allowance of fifteen cents (\$0.15) per weight box will be paid to the member for fruit delivered to the Cutrale Citrus Juices USA, Inc. processing plants in Auburndale and Leesburg outside of an approximate fifty (50) mile radius from that facility. Should TCCC direct deliveries to any other processor, the haul allowance will apply to a fifty mile radius of that plant. This allowance will be paid to the Member at the conclusion of deliveries for each variety.

6. The Initial Minimum Payment on delivery and the Maximum Payment per pound solid are as follows:

		<u>Initial Payment</u>	<u>Maximum Payment</u>	<u>Final Payment</u>
2010-11 Season	Early/midseason	\$1.30	\$2.00	\$1.7618
	Valencia oranges	\$1.50	\$2.05	\$2.0500
2011-12 Season	Early/midseason	\$1.35	\$2.05	_____
	Valencia oranges	\$1.55	\$2.10	_____
2012-13 Season	Early/midseason	\$1.40	\$2.10	_____
	Valencia oranges	\$1.60	\$2.15	_____

The appropriate Department of Citrus taxes and any other taxes as required and/or authorized pursuant to current and future laws and regulations of the State of Florida and the Florida Citrus Commission will be deducted from the initial payments. An estimated FOM operating assessment will also be deducted. For oranges delivered from the 1<sup>st</sup> through the 15<sup>th</sup> of the month the delivery payment will be made on the 20<sup>th</sup> of that month and oranges delivered from the 16<sup>th</sup> through the end of the month the delivery payment will be made on the 5<sup>th</sup> of the following month.

7. The Member's final gross payout per pound solid for Early/midseason oranges and Valencia oranges for the 2010-11, 2011-12 & 2012-13 seasons will be the Florida Citrus Mutual's Mostly Season Average Price by variety. This final payment will not be lower than the Initial Payment, or higher than the Maximum Payment, as listed for each season above. The final payout for both varieties will be made as soon as possible after this report is published.

8. Liquidated damages will be assessed by TCCC in the amount of \$3.00 for each box of oranges which FOM fails to deliver in accordance with the provisions of this Agreement. This assessment will in turn be passed on to the member that fails to deliver the entire boxes of oranges committed to the Association. The Member will still be obligated to pay the Association's per box Operating assessment in addition to the liquidated damages.

9. TCCC, as a FOM member and stockholder, will continue to enter into a Limit contract with FOM for 50,000 boxes of Early-Midseason oranges and 50,000 boxes of Valencia oranges. This volume does not count against our target volume. These oranges will be commingled and processed, and receive the same return per pound solids.

10. FOM has the discretion to terminate the Member's Uniform Marketing Contract, reduce a Limit Member's commitment, or the groves which have been identified in a Production Contract, if a member enters into an agreement to convey all, or part, of a member's groves in a bona-fide, arms length sale to a third party. If this sale is not completed prior to October 1, 2011, the member remains obligated to perform under their Contract for the current processing season (October 1, 2011 through September 30, 2012). The oranges would be handled for the account of the member, or the buyer, as directed by the member.

11. Neither party shall be liable for damages for failure to perform under this Agreement to the extent that performance is made impossible, or delayed by an Act of God (including freezes or hurricanes resulting in crop destruction), war, fire, equipment breakdown, strike, embargo, lockout, quarantine order or any other governmental rule, regulation or order, inability to obtain materials, supplies or transportation, or any other cause beyond the reasonable control of the affected party. Fluctuation in fruit prices, even where caused in whole or in part by an Act of God, shall not excuse performance by either party under this agreement.

**POOLING METHOD FOR THE 2011-12 SEASON**

For oranges meeting quality standards required for the purpose designated for such fruit by TCCC, all Early-Midseason oranges delivered will be placed in the Early-Midseason Pool and all Valencia oranges delivered will be placed in the Valencia Pool, regardless of the date delivered.

**10 YEAR FOM RETURNS**

<u>SEASON</u>	<u>EARLY-MIDSEASON</u>	<u>VALENCIAS</u>	<u>WEIGHTED AVERAGE</u>
2010-11	\$1.7618	\$2.0500	\$1.9332
2009-10	\$1.5000	\$1.7000	\$1.6021
2008-09	\$1.4500	\$1.6500	\$1.5545
2007-08	\$1.4419	\$1.6000	\$1.5279
2006-07	\$1.6000	\$2.0500	\$1.8265
2005-06	\$1.0500	\$1.2000	\$1.1200
2004-05	\$ .8500	\$1.0000	\$ .9171
2003-04	\$ .8000	\$ .9500	\$ .8664
2002-03	\$ .8200	\$1.0100	\$ .8999
2001-02	\$ .8100	\$1.0100	\$ .8897
10 YEAR AVERAGE	\$1.2084	\$1.4220	\$1.3139

FOM has just completed its 54<sup>th</sup> fruit season and delivered 5.832 million boxes of oranges. The new three year contract that began with the 2010-11 season has very reasonable floor prices. The rise clause, based on the Florida Citrus Mutual's Mostly Average Price for the season, has proved to be very beneficial to our members this past season. This rise mechanism is one of the most recognized in the industry and guarantees the grower the market value of their fruit each year. The Coca-Cola Company has assured your Board of Directors of its continuing interest in FOM, its appreciation of our importance and its goal of providing strong competitive returns. Please contact Bill Arrington, General Manager, for further information concerning our FOM contracts.

Florida Orange Marketers, Inc.

*James Shinn*  
James Shinn, President