

THIS INSTRUMENT IS PREPARED BY:

DAVID K. DEITRICH, ESQ.  
Dye, Deitrich, Petruff & St. Paul, P.L.  
1111 3<sup>rd</sup> Avenue West - Suite 300  
Bradenton, Florida 34205

Parcel I.D. No. 3320-100-0000-000/9; 3321-200-0000-000/9

**WARRANTY DEED**

THIS WARRANTY DEED made and executed this 17 day of December, 2007, by TROPICANA MANUFACTURING COMPANY, INC., a Delaware corporation, successor by merger to Tropicana Holding Company, Inc., a Delaware corporation, whose address is 700 Anderson Hill Road, Purchase, NY 10577, (the "Grantor"), to LULFS GROVES, LLLP, a Florida limited liability limited partnership, whose address is 7457 Park Lane, Lake Worth, FL 33467, (the "Grantee").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the legal representatives, successors and assigns.)

**WITNESSETH:** That the Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate, lying and being in St. Lucie County, Florida, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF (the "Property")**

**TOGETHER** with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

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

**SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANT:**

No wells drawing water from the surficial aquifer for any purpose shall be permitted, allowed or used upon the Property without first obtaining written approval from Grantor, which approval shall not be unreasonably withheld, except wells for non-potable agricultural, commercial or industrial uses shall be permitted in the surficial aquifer without obtaining the approval of Grantor. This covenant shall run with the title to the Property, and all parts thereof, and be binding upon Grantee, its successors, assigns and all subsequent owners of all or any part of the Property, and inure to the benefit of Grantor, its successors and assigns, with the right of Grantor, its successors or assigns, to enforce this covenant by injunctive relief or other available appropriate legal remedies.

**AND** the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; and said Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, subject, however, to the foregoing restrictive covenant and to valid easements, restrictions and reservations of record (it not being the intent hereof to reimpose the same), if any and taxes and assessments for 2008 and subsequent years.

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the say and year first above written.

Signed, sealed and delivered  
in our presence:

*Patricia Russell*  
Print Name: Patricia Russell  
*Alan H. Prather*  
Print Name: Alan H. Prather

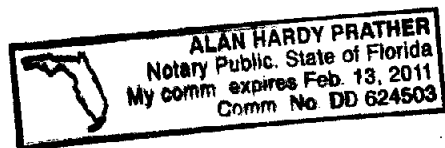
**TROPICANA MANUFACTURING COMPANY, Inc.**, a  
Delaware corporation, successor by merger to Tropicana  
Holding Company, Inc., a Delaware corporation

By: *Michael W. Haycock*  
MICHAEL W. HAYCOCK, Vice President of Operations  
  
(Corporate Seal)

**STATE OF FLORIDA  
COUNTY OF MANATEE**

The foregoing instrument was acknowledged before me this 17 day of December, 2007, by MICHAEL W. HAYCOCK, as Vice President of Operations, of **TROPICANA MANUFACTURING COMPANY, INC.**, a Delaware corporation, successor by merger to Tropicana Holding Company, Inc., a Delaware corporation, who is  personally known to me; or  who has produced \_\_\_\_\_ as identification.

*Alan Hardy Prather*  
\_\_\_\_\_  
Notary Public – STATE OF FLORIDA  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

**DESCRIPTION: TROPICANA GROVE SITE**

**OFFICIAL RECORDS BOOK 783, PAGE 758**

**THAT PART OF SECTION 20, TOWNSHIP 36 SOUTH, RANGE 39 EAST, LYING NORTH AND EAST OF THE DIVERSION CANAL, EXCEPTING THEREFROM THAT PART THEREOF CONVEYED BY FLORIDA CATTLE COMPANY, A CORPORATION, TO ABRAHAM SLOT, ET AL., BY THAT CERTAIN WARRANTY DEED RECORDED IN DEED BOOK 108, PAGE 315, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.**

**ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 36 SOUTH, RANGE 39 EAST, LYING NORTH AND WEST OF THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY, EXCEPTING THEREFROM A STRIP OF LAND 200 FEET WIDE LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 36 SOUTH, RANGE 39 EAST, LYING ADJACENT TO AND NORTH AND WEST OF THE FLORIDA EAST COAST RAILWAY.**

**ALL OF THAT PART OF SECTION 29, TOWNSHIP 36 SOUTH, RANGE 39 EAST, LYING NORTH AND WEST OF THE FLORIDA EAST COAST RAILWAY AND NORTH AND EAST OF THE DIVERSION CANAL:**

**THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA. LESS AND EXCEPT RIGHT-OF-WAY FOR PUBLIC ROADS, DRAINAGE CANALS AND FLORIDA EAST COAST RAILWAY AND ALSO LESS AND EXCEPT THE PORTION OF THE ABOVE DESCRIBED LAND SOLD TO THE FLORIDA POWER AND LIGHT COMPANY AS RECORDED IN O. R. BOOK 209, PAGE 2744, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.**

**LYING NORTH OF A LINE DESCRIBED AS:**

**BEGIN AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, RUN SOUTH 0°19'21" WEST, ALONG THE 1/4 SECTION LINE 2074.21 FEET; THENCE RUN SOUTH 44°46'01" WEST A DISTANCE OF 846.19 FEET TO THE POINT OF BEGINNING, THENCE RUN SOUTH 89°22'21" WEST A DISTANCE OF 2047.67 FEET, THENCE RUN NORTH 89°27'12" WEST A DISTANCE OF 4900 FEET MORE OR LESS TO THE EASTERLY LINE OF CENTRAL AND SOUTH FLORIDA FLOOD CONTROL DISTRICT CANAL NUMBER C-24.**

**ALSO DESCRIBED AS:**

**BEGINNING AT THE NORTH ONE - QUARTER CORNER OF SAID SECTION 21, PROCEED SOUTH 00°18'12" WEST, ALONG THE NORTH - SOUTH ONE-**

QUARTER SECTION LINE OF SAID SECTION 21, A DISTANCE OF 2003.16 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 709 (GLADES CUT-OFF ROAD) A VARYING WIDTH RIGHT-OF-WAY AS RECORDED IN DEED BOOK 134, PAGE 337, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH  $44^{\circ}45'38''$  WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND DEPARTING SAID NORTH-SOUTH ONE-QUARTER SECTION LINE, A DISTANCE OF 947.22 FEET; THENCE SOUTH  $89^{\circ}22'21''$  WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1977.66 FEET; THENCE NORTH  $89^{\circ}27'12''$  WEST, A DISTANCE OF 4895.45 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE C-24 CANAL AS DESCRIBED IN OFFICIAL RECORDS BOOK 243, PAGE 655, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH  $43^{\circ}03'50''$  WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 87.50 FEET; THENCE NORTH  $01^{\circ}10'43''$  WEST, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2605.61 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 20; THENCE SOUTH  $89^{\circ}37'58''$  EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2367.08 FEET TO THE NORTH ONE-QUARTER CORNER OF SAID SECTION 20; THENCE SOUTH  $89^{\circ}57'57''$  EAST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 2645.13 FEET TO THE NORTHEAST CORNER OF SAID SECTION 20, ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 21; THENCE SOUTH  $89^{\circ}57'57''$  EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2651.53 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 464.5 ACRES, MORE OR LESS.