

M-Chicago Title

This Instrument was prepared by:

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Post Office Box 3
One Lake Morton Drive
Lakeland, Florida 33802-0003
(863) 284-2200

* DOC ASSUMP: \$ 0.00
* DOC Tax : \$ 20,530.30
* Int Tax : \$ 0.00

Parcel ID#

247933100030001

Recording Data Above

WARRANTY DEED

83 PARTNERS, LTD, a Florida limited partnership, formerly known as SUNPURE, LTD., a Florida limited partnership ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, and sold, to **CARGILL CITRO-AMERICA, INC., a Delaware corporation ("Grantee"),** whose post office address is **100 East Sixth Street, Frostproof, Florida, 33843,** and Grantee's successors, heirs and assigns, in fee simple, the following described real property located in **St. Lucie County, Florida:**

See Exhibit "A" attached hereto and by this reference incorporated herein.

This conveyance is made subject to: (a) zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; (b) taxes for 2003 and subsequent years; and (c) restrictions, easements, and rights-of-way of record; provided, however, that the reference to restrictions shall not operate to reimpose the same.

Grantor hereby covenants with Grantee that the above-described property is free of all liens and encumbrances except as identified on Exhibit "B" attached hereto and by this reference incorporated herein, and that Grantor has good right and lawful authority to grant, bargain, sell, and convey the above-described property. Grantor fully warrants the title to the above-described property, and will defend the same against the lawful claims of all persons whomsoever.

("Grantor" and "Grantee" are used herein for singular or plural, as the context requires.)

[Signatures on Following Page]

Warranty Deed
Page 2 of 4

Recording Data Above

IN WITNESS WHEREOF, Grantor has executed this instrument effective this 30th day of September, 2003.

Subscribed before the following two witnesses:

83 PARTNERS, LTD., a Florida limited partnership

[Signature]
Print Name: Robert J. Baird

By: TASTESPIRE, INC., a Florida corporation, as its General Partner

[Signature]
Print Name: Louise W. Spivey

By: [Signature]
Hadi B. Lashkajani, President

STATE OF FLORIDA,
COUNTY OF POLK.

The foregoing instrument was acknowledged before me this 30th day of September, 2003, by Hadi B. Lashkajani, as President of Tastespire, Inc., a Florida corporation, as General Partner of 83 Partners, Ltd., a Florida limited partnership, on behalf of the corporation and the partnership. He is personally known to me or has produced a Florida driver's license as identification and did not take an oath.

(Affix Notary Seal)

[Signature]
NOTARY PUBLIC, State of Florida
Print Name: Louise W. Spivey
My Commission Expires: _____

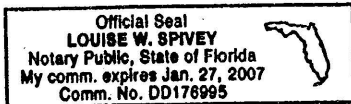


EXHIBIT "A"
Legal Description of St. Lucie County Real Property

Being a parcel of land lying in Sections 29 and 32, Township 35 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

PARCEL I:

Beginning at the Northwest corner of the Northeast 1/4 of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, recorded in Chancery No. 680-E, dated April 25, 1938; thence run South 89°36'15" East (assumed datum), a distance of 77.86 feet to the South 1/4 corner of Section 29, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run North 00°54'36" East along the North-South 1/4 Section line, a distance of 527.49 feet, more or less, to the South shore of Ten Mile Creek; thence run Southeasterly, meandering the said South shore, to a point on the West line of a tract to Adams Ranch, Inc., as in O.R. Book 328, Page 1222 of the Public Records of St. Lucie County, Florida; thence run South 01°09'02" West, a distance of 1185.88 feet, more or less, to a concrete monument; thence run North 88°07'52" East, a distance of 682.40 feet, to the East line of the Northwest 1/4 of the Northeast 1/4 of said Section 32, by said Chancery No. 680-E; thence run South 01°49'35" West, a distance of 594.97 feet, to an iron pipe in concrete at the Southeast corner of the said Northwest 1/4 of the Northeast 1/4 by said Chancery No. 680-E; thence run South 88°03'45" West, along the South line of said Northwest 1/4 of the Northeast 1/4 by said Chancery No. 680-E, a distance of 1350.99 feet, to the Southwest corner of the said Northwest 1/4 of the Northeast 1/4, by said Chancery 680-E; thence run North 00°25'20" East, along the West line of the said Northwest 1/4 of the Northeast 1/4, by said Chancery No. 680-E, a distance of 1332.57 feet to the Point of Beginning; all lying and being in Sections 29 and 32, Township 35 South, Range 40 East, St. Lucie County, Florida.

PARCEL II:

The Northeast 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, lying and being in St. Lucie County, Florida;

PARCEL III:

The Southeast 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East;

LESS AND EXCEPTING THEREFROM the Florida East Coast Railway Company Railroad Right-of-Way, said Right of Way being 200.00 feet in width and lying 100.00 feet each side of the center line as delineated on Florida East Coast Railway Right of Way Map V3D, Sheet 2, dated October 1948.

AND ALSO:

Beginning at the Northwest corner of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 29, run South 222.51 feet along the West line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4; thence run West on a line parallel with the North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4, 300.00 feet; thence run North on a line parallel with the West line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 to the Southerly right-of-way line of the Florida East Coast Railway; thence run Northeasterly along said right-of-way to the West line of the Southeast 1/4 of the Southwest 1/4; thence run South along said West line to the Point of Beginning.

PARCEL IV:

That portion of the following described property lying North of the North St. Lucie River Water Management Drainage District Canal No. 101 and East of the East right of way for Selvitz Road:

The Southeast 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 32, Township 35 South, Range 40 East, lying in St. Lucie County, Florida.

PARCEL V:

The East 230.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, and the West 170.00 feet of the East 400.00 feet of the North 460.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida.

PARCEL VI:

The East 230.00 feet of the North 325.00 feet of the Southwest 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida.

PARCEL VII:

Being a strip of land 75.00 feet in width, said strip lying in Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, said strip lying 37.50 feet each side of the following described center line:

Commence at the Southwest corner of the Northwest one quarter of said Section 32, thence North 00°04'23" East along the West line of the Northwest one quarter of said Section 32, a distance of 891.00 feet; thence South 89°58'19" East, parallel with the South line of said Northwest one quarter of Section 32, a distance of 50.00 feet to a point in the Easterly Right-of-Way line of Selvitz Road (being a 100.00 feet Right-of-Way) and the Point of Beginning of said strip; thence continue South 89°58'19" East a distance of 531.27 feet to the beginning of a curve concave to the Northwest, having a radius of 125.00 feet; thence Easterly, Northeasterly and Northerly along the arc of said curve through a central angle of 89°12'39", a distance of 194.63 feet; thence North 00°49'02" East, parallel with the East line of the Southwest one quarter of the Northwest one quarter of said Section 32, a distance of 22.41 feet to the beginning of a curve concave to the Southeast, having a radius of 100.00 feet; thence Northeasterly along the arc of said curve through a central angle of 57°00'00" a distance of 99.48 feet; thence North 57°49'02" East a distance of 116.83 feet to the beginning of a curve concave to the Southeast, having a radius of 100.00 feet; thence Northeasterly and Easterly along the arc of said curve, through a central angle of 32°12'39", a distance of 56.22 feet; thence South 89°58'19" East, a distance of 193.42 feet to a point on the West line of the East 230 feet of the Southwest one quarter of the Northwest one quarter of said Section 32 and the Point of Termination of said strip. The sidelines of said strip shall be shortened or lengthened to intersect at angle points.

PARCEL VIII:

Being a parcel of land lying in Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of said Section 32; thence South 89°58'19" East along the South line of the Northwest 1/4 of said Section 32, a distance of 705.00 feet to a point, said point being on the East line of the West 705.00 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence North 00°04'06" East along said East line, a distance of 53.50 feet to a point on the North Right-of-Way line of the North St. Lucie River Water Control District Canal No. 101 and

the Point of Beginning; thence continue North $00^{\circ}04'06''$ East along said line, a distance of 600.00 feet to a point, said point being on the North line of the North 653.50 feet of the Southwest $1/4$ of the Northwest $1/4$ of said Section 32; thence North $89^{\circ}58'19''$ West parallel with the South line of said Northwest $1/4$, a distance of 280.00 feet to a point, said point being on the East line of the West 425.00 feet of the Southwest $1/4$ of the Northwest $1/4$ of said Section 32; thence North $00^{\circ}04'06''$ East, a distance of 200.00 feet to a point on the North line of the South 853.50 feet of the Southwest $1/4$ of the Northwest $1/4$ of said Section 32; thence South $89^{\circ}58'19''$ East along said line, a distance of 156.30 feet to the beginning of a curve concave to the Northwest, having a radius of 162.50 feet; thence Northeasterly and Northerly along the arc of said curve through a central angle of $89^{\circ}12'39''$, a distance of 253.02 feet; thence North $00^{\circ}49'02''$ East, a distance of 22.41 feet to the beginning of a curve concave to the Southeast, having a radius of 62.50 feet; thence Northeasterly along the arc of said curve through a central angle of $57^{\circ}00'00''$, a distance of 62.18 feet; thence North $57^{\circ}49'02''$ East, a distance of 116.83 feet to the beginning of a curve concave to the South, having a radius of 62.50 feet; thence Northeasterly and Easterly along the arc of said curve through a central angle of $32^{\circ}12'39''$, a distance of 35.14 feet; thence South $89^{\circ}58'19''$ East, a distance of 193.42 feet to a point, said point being on the West line of the East 230 feet of the North 325 feet of the Southwest $1/4$ of the Northwest $1/4$ of said Section 32; thence South $00^{\circ}49'04''$ West along said line, a distance of 153.61 feet to a point, said point being on the South line of the North 325 feet of the East 230.00 feet of the Southwest $1/4$ of the Northwest $1/4$ of said Section 32; thence North $89^{\circ}56'24''$ East along said line, a distance of 230.03 feet to a point in the East line of the Southwest $1/4$ on the Northwest $1/4$ of said Section 32; thence South $00^{\circ}49'04''$ West along said line, a distance of 953.44 feet to a point on the North line of aforementioned North St. Lucie River Water Control District Canal No. 101; thence North $89^{\circ}58'19''$ West along said line, a distance of 608.68 feet to the Point of Beginning.

TOGETHER WITH the following described easements:

Easement for ingress and egress purposes over the South 50.00 feet of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East, and the East 50.00 feet of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East, St. Lucia County, Florida, lying South of the above-described Parcel III.

EXHIBIT "B"

List of Permitted Exceptions to St. Lucie County Property

1. Terms and conditions of that certain Easement granted to Indian River Foods, Inc., a Florida corporation, dated February 9, 1966, recorded February 10, 1966, in Official Records Book 138, Page 160, St. Lucie County, Florida, records. (As to the South 50 feet of the Southwest 1/4 of the Southwest 1/4.) Said Agreement has been modified in Easement Release recorded in Official Records Book 1104, Page 2328.
2. Easement granted to Fort Pierce Utilities Authority of the City of Fort Pierce, Florida, a municipal corporation under the laws of the State of Florida, dated August 1, 1983, recorded August 15, 1983, in Official Records Book 408, Page 1958; together with Clarification and Modification of Easement recorded in Official Records Book 1205, Page 2099; St. Lucie County, Records. (As to Parcel III).
3. Terms and conditions of the ANNEXATION AGREEMENT by and between Fort Pierce Utilities Authority and Indian River Foods, Inc., dated January 10, 1990, recorded March 22, 1990, in Official Records Book 683, Page 1259; and ANNEXATION AGREEMENT recorded February 9, 1994 in Official Records Book 884, Page 328, St. Lucie County, Records. (As to Parcels I, II, III, IV, V, VI, VII and VIII)
4. Terms and conditions of the ANNEXATION AGREEMENT by and between Fort Pierce Utilities Authority and Indian River Foods, Inc., dated June 24, 1994 in Official Records Book 912, Page 2117, St. Lucie County, Records. (As to Parcel III)
5. Terms and conditions of the ANNEXATION AGREEMENT by and between Fort Pierce Utilities Authority and Indian River Foods, Inc., dated December 29, 1995, recorded March 18, 1996, in Official Records Book 1004, Page 1890, Public Records of St. Lucie County, Florida. (As to Parcels I, II, III, IV, VI, VII AND VIII)
6. Subject to the railroad spur track located on subject property. (As to Parcel III)
7. Terms and conditions of that certain resolution relating to legal access to private lands over facilities within district rights-of-way executed by the North St. Lucie River Water Control District, recorded December 21, 1980 in Official Records Book 669, Page 699, St. Lucie County, Records.
8. Easement granted to Carl Paul Wild and Selma R. Wild, his wife, from Indian River Foods, Inc., dated August 1, 1969, recorded September 3, 1969, in Official Records Book 179, Page 1972, St. Lucie County, Records.

9. Terms and conditions of the Easement Agreement between Margaret Kimmel, Carl E. Wild and Raymond S. Wild and Dickerson Florida, Inc. and "East Coast Block Company, Inc." recorded October 9, 1991, in Official Records Book 758, Page 2300, St. Lucie County, Records.
10. Rights of others under unrecorded tower space leases.
11. Survey by GCY INCORPORATED, dated October 15, 1997, discloses the following:
 - (a)Overhead Power lines;(b)Encroachment of a ditch into the adjacent property located on the Northeast side of Parcel I in Section 32; (c)Encroachment of asphalt pavement, chain link fence, concrete curbs, electric meter box, culvert pipe, and guard house into adjacent property.(d)Septic Area encroaches over Northwest property line into Florida East Coast Railroad Right-of-Way.
12. Easement by and between Indian River Foods, Inc., a Florida corporation to Becker Holding Corporation in instrument recorded in Official Records Book 1104, Page 2330, Public Records of St. Lucie County, Florida.
13. Tower Space Lease Agreement between Indian River Foods, Inc. and Becker Holding Corporation, as Lessor, and Ram Mobile Data U.S.A. Limited, as Lessee dated August 24, 1992.
14. Lease Agreement between Indian River Foods, Inc. and Becker Holding Corporation, as Lessor, and McCaw Communications of Fort Pierce, Inc., as Lessee dated January 11, 1990, as amended by Second Addendum dated July 3, 1990.
15. Tower Space Lease Agreement between Indian River Foods, Inc. and Becker Holding Corporation, as Lessor, and St. Lucie Caretaking Corporation, as Lessee dated March 12, 1991.
16. Lease of Site for Communications Facilities between Indian River Foods, Inc., as Lessor, and Sitecom, Inc., as Lessee, dated October 10, 1995, as amended by Addendum dated December 8, 1995, and as assigned to Pinnacle Towers, Inc. as consented by Lessor's Consent to Assignment dated May 6, 1996.
17. Lease of Site for Communications Facilities from SunPure, Ltd. to Becker Holding Corporation executed October 16, 1997.
18. Guy Wire Easement by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation, as recorded in Official Records Book 1207, at Page 1949.

19. **Assignment of Tower Leases by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, Page 1955.**
20. **Utility Easement by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, at Page 1944.**
21. **Access Easement by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, at Page 1937.**
22. **Provisions of Bill of Sale, between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, at Page 1928.**
23. **Land Lease Agreement by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, at Page 1914.**
24. **Memorandum of Agreement by and between Pinnacle Towers, Inc., a Delaware corporation and Nextel South Corp., a Georgia corporation as recorded in Official Records Book 1370, at Page 624.**
25. **Subordination, Non-Disturbance and Attornment Agreement by and between Pinnacle Towers, Inc., a Delaware corporation, Comerica Bank, a Michigan banking corporation and SunPure, Ltd., a Florida limited partnership as recorded in Official Records Book 1207, at Page 1964.**
26. **Provisions of the Subordination Agreement by SunPure, Ltd., a Florida limited partnership, Cargill Citro Pure, L.P. a Delaware limited partnership and Comerica Bank, a Michigan banking corporation, as recorded in Official Records Book 1359, at Page 1515.**