

IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT IN AND
FOR HIGHLANDS COUNTY, FLORIDA

CIVIL ACTION

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT,

CASE NO.: 05-415-685

Petitioner,

vs.

PUTNAM GROVES, INC.

Defendant.

STIPULATED FINAL JUDGMENT

THIS CAUSE, upon the Joint Motion for Entry of a Final Judgment made by Petitioner, South Florida Water Management District (SFWMD), and Defendant, Putnam Groves, Inc., (Putnam Groves), as the owner of the property subject to this eminent domain action, and it appearing to the Court that the parties are authorized to enter into such Stipulation; and that SFWMD is properly authorized to proceed with this condemnation action; the Court finding that the taking is necessary for a public purpose and that the compensation to be paid and other consideration to be provided as set forth herein by Petitioner, is full, just and reasonable for all the parties concerned, and that the Court being fully advised in the premises finds as follows:

ORDERED AND ADJUDGED:

1. This Court has jurisdiction of this action, of the subject property and of the parties in the cause pursuant to Chapter 73 of the Florida Statutes.

2. The pleadings in this cause are sufficient, that SFWMD is properly exercising its delegated authority that the condemnation of the Putnam Groves property subject to this eminent domain action is for a valid public purpose and is reasonably necessary for such purposes.

3. Putnam Groves, Inc. is the owner of the subject property described in Exhibit A. This property is being acquired by the District as part of this action.

4. The District is acquiring the subject property in fee simple title. Upon entry of this Final Judgment, title and interest to the property identified in Exhibit A shall vest in the Petitioner, and the right to payment as outlined below shall vest with Putnam Groves.

5. The parties have reached a settlement and have agreed to the entry of this Final Judgment. A copy of the parties' settlement agreement is attached as Exhibit B and by reference, the terms are incorporated into this Final Judgment.

6. Putnam Groves shall have and recover from SFWMD the total sum of Twenty-Five Million Dollars (\$25,000,000.00) as payment for the property being taken as described in Exhibit A, and for all other damages of any kind and nature from the condemnation of the subject property, inclusive of land value, and all improvements thereon except as specifically provided for in this Final Judgment.

7. Putnam Groves shall retain a non-assignable, non-transferable reservation over the subject property for cattle grazing (Reservation). This Reservation shall continue until such time that SFWMD has given Putnam Groves six months advance written notice of termination of said Reservation. This notice of termination may only be given in the event all or any material portion of the subject property is sold

or otherwise surplus by SFWMD. However, in no event shall the notice of termination be delivered prior to July 25, 2008. During this Reservation period, Putnam Groves shall follow Best Management Practices relative to a similar cattle operation, as that term is defined. Putnam Groves shall keep the property free from any liens, including, but not limited to, mechanic's liens arising out of any work performed, materials furnished or obligations incurred by Putnam Groves. Putnam Groves shall not expand the improved pasture or otherwise increase the cattle carrying capacity on the subject property. This Reservation shall not extend to the "tie-back" area which, once constructed, shall be fenced by SFWMD, and upon which area no cattle will be allowed.

8. Putnam Groves shall have right of first refusal, including leasing, licensing or buying any portion of the subject property should SFWMD, its successors or assigns, identify any portion of the subject property as surplus or otherwise available. This right of first refusal shall, if not previously exercised, terminate upon the expiration of time period set forth in § 689.225(2)(a)(2), Florida Statutes, as amended, but any such amendment shall not shorten this time period unless required by the applicable statutory provisions. This right of first refusal shall also terminate if the District sells or exchanges the subject property to Lykes Brothers, Inc. or any of its affiliated assigns or entities.

9. Putnam Groves' right of first refusal is subject to the sole exception of a sale or exchange to Lykes Brothers, Inc. or any of its affiliated assigns or entities. The right of first refusal set forth in Paragraph 8 will be triggered upon notice from the District to Putnam Groves that the subject property will be surplus. The District then shall give written notice to Putnam Groves of the price and terms of the proposed conveyance to the Third Party (hereinafter the "District's Notice"). Putnam Groves shall

deliver written notice of Putnam Groves' decision on whether to exercise its right of first refusal (hereinafter "Putnam's Notice") no later than 60 days after the District's Notice is delivered. Putnam Groves shall have only one opportunity to exercise this right of refusal. If Putnam Groves rejects its exercise of the right of first refusal or fails to timely deliver Putnam's Notice, then this right of first refusal shall automatically terminate and be of no further force or effect. The above notwithstanding, if, after providing the District's Notice it is then determined by the District that the subject property will not be surplus, the rights of Putnam Groves as set forth herein shall continue and Putnam Groves shall retain the grazing rights and right of first refusal as set forth herein. This right of first refusal is personal to Putnam Groves and shall not inure to the benefit of Putnam Groves' successors or assigns.

10. Putnam Groves, at its sole expense and at anytime during the term of the Reservation, may remove or otherwise salvage the home currently located on the subject property. The amount provided for in this Final Judgment represents all the reimbursement due to Putnam Groves.

11. Putnam Groves shall have and recover from Petitioner statutory attorney's fees pursuant to the Florida Statutes in the amount of Three Million Nine Hundred Sixty-One Thousand Dollars (\$3,961,000.00) and statutory expert costs pursuant to the Florida Statutes in the amount of Sixty-Five Thousand Dollars (\$65,000.00).

12. Putnam Groves releases the District from any and all further claims relating to the condemnation of the subject property and that from the aforementioned sum, all liens, encumbrances, assessments, if any, against the subject property shall be paid.

13. The District shall pay Twenty-Five Million Dollars (\$25,000,000.00) in two payments. The first payment of Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00) shall be paid within ten (10) days of entry of this Stipulated Final Judgment. The second and final payment of Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00) shall be paid on or before July 25, 2006. Both payments shall be made in accordance with the terms of this Final Judgment. Putnam will be responsible for 2005 Pro Rata Ad Valorem taxes due on the property, as of the date of the Court's entry of the Stipulated Final Judgment, which amount shall be credited to the District against the settlement amount.

14. The District shall pay the first payment of Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00) less 2005 pro rata ad valorem taxes and statutory fees and costs of Three Million Nine Hundred Sixty-One Thousand Dollars (\$3,961,000.00) and Sixty-Five Thousand Dollars (\$65,000.00), respectively to the Harris, Harris, Bauerle & Sharma Trust Account, by check to be mailed, c/o Prineet D. Sharma, Esquire, 250 South Orange Avenue, Suite 100, Orlando, FL 32801, within ten (10) days of entry of this Final Judgment.

15. On or before July 25, 2006, the District shall pay the second and final payment of Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00) as the final compensation due in this matter. The District shall make said payment to the Harris, Harris, Bauerle & Sharma Trust Account, by check to be mailed to, c/o Prineet D. Sharma, Esquire, 250 South Orange Avenue, Suite 100, Orlando, FL 32801.

16. Upon the final payment on or before July 25, 2006, no additional compensation shall be due from the District arising from this matter.

17. This Court retains jurisdiction to enforce the provisions of this Final Judgment.

DONE AND ORDERED this 18th day of July, 2005, in Chambers at Sebring, Highlands County, Florida.

/s/ J. DAVID LANGFORD
Circuit Court Judge

Copies sent by U.S. Mail to:

Michael Compagno, Esquire
Prineet D. Sharma, Esquire

Exhibit "A"
Tract No. 19-102-180

A parcel of land located in Sections 23, 24, 25, 26 and 36, Township 35 South, Range 31 East, Highlands County, Florida, and Sections 30 and 31, Township 35 South, Range 32 East, Highlands County, Florida, being more particularly described as follows:

In Township 35 South, Range 31 East, Highlands County, Florida:

All that part of said Section 23, LESS the North 1977.45 feet thereof, lying both Southwesterly of the Seaboard Coast Line Railroad Company railroad right-of-way and East of the road right-of-way of State Road 621.

Together with:

All that part of the Southwest quarter of said Section 24 lying Southwesterly of the Seaboard Coast Line Railroad Company railroad right-of-way.

Together with:

All that part of said Section 25 lying Southwesterly of the Seaboard Coast Line Railroad Company railroad right-of-way. LESS (a) the North three quarters of the East quarter of the Northeast quarter of the Northwest quarter, (b) the Northwest quarter of the Northeast quarter, (c) the North half of the Northeast quarter of the Southwest quarter of the Northeast quarter, and (d) the Northwest quarter of the Southwest quarter of the Northeast quarter.

Together with:

All that part of said Section 26 lying East of the road right-of-way of State Road 621.

Together with:

All that part of said Section 36 lying North (or Northwesterly) of the Northwesterly right-of-way or easement line of the Istokpoga Drainage Canal.

In Township 35 South, Range 32 East, Highlands County, Florida:

All that part of said Section 30 lying both Southwesterly of the Seaboard Coast Line Railroad Company railroad right-of-way and North or Northwesterly of the Northwesterly right-of-way or easement line of the Istokpoga Drainage Canal.

Together with:

All that part of the Northwest quarter of said Section 31 lying North or Northwesterly of the Northwesterly right-of-way or easement line of the Istokpoga Drainage Canal.

The above described parcel of land contains 2053.60 acres, more or less, per Highlands County tax roll.

KR\Putnam Groves
ORB 668/Page 866
Folios: C253531A0000400000
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June 8, 2005

NOTARIAL CERTIFICATION
JUN 9, 2005
E. C. H.

**AMENDED SETTLEMENT AGREEMENT FOR VOLUNTARY
SALE AND PURCHASE OF PUTNAM GROVES, INC.**

On June 3, 2005, the South Florida Water Management District (District) reached an agreement with Putnam Groves, Inc. (Putnam Groves) regarding the voluntary sale and purchase of 2,053.6 acres, more or less, owned by Putnam Groves to the District.

The parties have decided to amend the said Agreement in accordance with the following agreed upon terms:

1. The District will not pursue its taking of the flowage and inundation easement.

2. The District agrees to purchase the entire Putnam Groves property for the sum of \$25,000,000.00 in fee simple. The legal description of the subject property and a location map is attached as Exhibit A. The purchase price shall account for all property interests and improvements on the property except as provided for in this Amended Agreement. Upon approval by the District Governing Board at the July 13, 2005 Board Meeting, the District will file a friendly condemnation action to effectuate the transfer of title and payment of compensation. The District shall be responsible for all filing fees and costs arising from the friendly condemnation suit.

3. The parties agree that the District shall file a condemnation suit within five business days of Board approval. In addition, within five business days of suit being filed, the parties agree to submit a Stipulated Final Judgment in accordance with the terms of this Amended Settlement Agreement. Upon entry of the Stipulated Final Judgment, the District shall pay Putnam Groves \$12,500,000.00, plus fees and costs as set forth in paragraph 7 of this Amended Settlement Agreement. The balance of the compensation to be paid to Putnam Groves shall be paid on or before July 25, 2006. Putnam will be responsible for 2005 Pro Rata Ad Valorem due on the property, as of the date of the court's entry of the Stipulated Final Judgment in the condemnation action, which amount shall be credited to the District against the settlement amount.

4. As additional consideration, Putnam Groves shall retain a non-assignable, non-transferable reservation of the subject property for cattle grazing. This reservation shall continue until such time as the District has given Putnam Groves six months advance written notice of termination. This notice of termination may only be given in the event all or any material portion of the subject property is sold or otherwise surplus by the District, and in no event shall the notice of termination be delivered prior to July 25, 2008. During this reservation period Putnam Groves shall follow Best Management Practices relative to a similar operation, as that term is defined. Putnam Groves shall keep the property free from any liens, including, but not limited to, mechanic's liens, arising out of any work performed, materials furnished or obligations incurred by

Putnam Groves. Putnam Groves shall not expand the improved pasture or otherwise increase cattle carrying capacity. This reservation shall not extend to the "tie-back" area which, once constructed, shall be fenced by the District, and upon which area no cattle will be allowed.

5. With the sole exception of a sale or exchange to Lykes Brothers, Inc., or any of its affiliated assigns or entities, and as further consideration, Putnam Groves shall have the right of first refusal, including leasing, licensing or buying any portion of the subject project should the District, its successors or assigns identify any portion of the subject property as surplus or otherwise available. This right of first refusal shall, if not previously exercised, terminate upon the expiration of the time period set forth in Section 689.225(2)(a)(2), Florida Statutes, as amended, but any such amendment shall not shorten this time period unless required by the applicable statutory provision. The right of first refusal shall also terminate if the District sells or exchanges the subject property to Lykes Brothers, Inc. or any of its affiliated assigns or entities. It is the intent of the parties that this provision be construed so as to grant the right of first refusal for the longest possible duration of time.

6. The right of first refusal set forth in Paragraph 5 will be triggered upon notice from the District to Putnam Groves that the subject property will be surplus. The District then shall give written notice to Putnam Groves of the price and terms of the proposed conveyance to the Third Party (hereinafter the "District's Notice"). Putnam Groves shall deliver written notice of Putnam Groves' decision on whether to exercise its right of first refusal (hereinafter "Putnam's Notice") no later than 60 days after the District's Notice is delivered. Putnam Groves shall have only one opportunity to exercise this right of refusal. If Putnam Groves rejects its exercise of the right of first refusal or fails to timely deliver Putnam's Notice, then this right of first refusal shall automatically terminate and be of no further force or effect. The above notwithstanding, if, after providing the District's Notice it is then determined by the District that the subject property not be surplus, the rights of Putnam Groves as set forth in this agreement shall continue, and Putnam Groves shall retain the grazing rights and right of first refusal as set forth herein. This right of first refusal is personal to Putnam Groves and shall not inure to the benefit of Putnam Groves' successors or assigns.

7. Putnam Groves, at its sole expense and at any time during the term of the grazing reservation, may move or otherwise salvage the home now located on the subject property. This agreement represents all the reimbursement due to Putnam Groves.

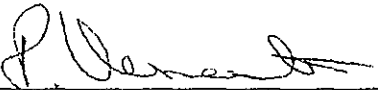
8. As further consideration, the District shall pay Putnam Groves' attorney's fees and costs. Pursuant to this agreement and in accordance with Florida Statutes, the attorney's fees that shall be paid by the District is \$3,961,000.00. The District shall also pay the costs of Putnam Groves, which shall not exceed \$65,000.00, subject to the transmittal of invoices by the experts.

9. This agreement is subject to and conditioned upon review and approval by the District Governing Board.

In witness whereof, the parties have executed this Amended Agreement as respectfully stated in the signature block.

South Florida Water Management District

Putnam Groves, Inc.

By: 
Ruth Clements

By: 
Wm. Dudley Putnam, II

Dated: 6/30/05

Dated: 7.6.05

7/1/05
APP. 10/1/05
WMA 10/1/05