

**Exhibits**

Exhibit A	Legal Descriptions of Premises
Exhibit A-1	Description of 24 Acres (Approximate)
Exhibit 6.c	Transfer of Governmental Approvals
Exhibit 7.a.x	General Escrow Agreement
Exhibit 7.a.xiv	Legal Opinion
Exhibit 9	Deed
Exhibit 10.a	Owner's Affidavit
Exhibit 10.c.iv	General Letter of Credit
Exhibit 11.a.viii	Assignment and Assumption of Tenant Leases
Exhibit 11.a.x	Assignment and Assumption of Contract
Exhibit 11.a.xiii	Access Easement for Railroad Crossings
Exhibit 11.a.xv	Access Easement
Exhibit 11.a.xvi	Access and Drainage Easement
Exhibit 11.a.xvii	Insured Easement
Exhibit 12.a.xvi	Beneficial Interest and Disclosure Affidavit
Exhibit 19.e-1	Lease for Sugar Cane Lands
Exhibit 19.e-2	Lease for Citrus Lands
Exhibit 19.f.ii	Tenant Estoppel Certificate
Exhibit 19.j	Relocation Agreement
Exhibit 21.c.iv	Remediation Access Agreement
Exhibit 26.a(1)	Initial Option Property Description
Exhibit 26.a(2)	Entire Option Property Description

Exhibit 26.j(1)	Inspection Period
Exhibit 26.j(2)	Drainage Easement Area
Exhibit 26.j(3)	Provisions for New Lease
Exhibit 28.o	Memorandum of Agreement

**EXHIBIT A**

**LEGAL DESCRIPTIONS OF PREMISES**

**[SEE ATTACHED]**

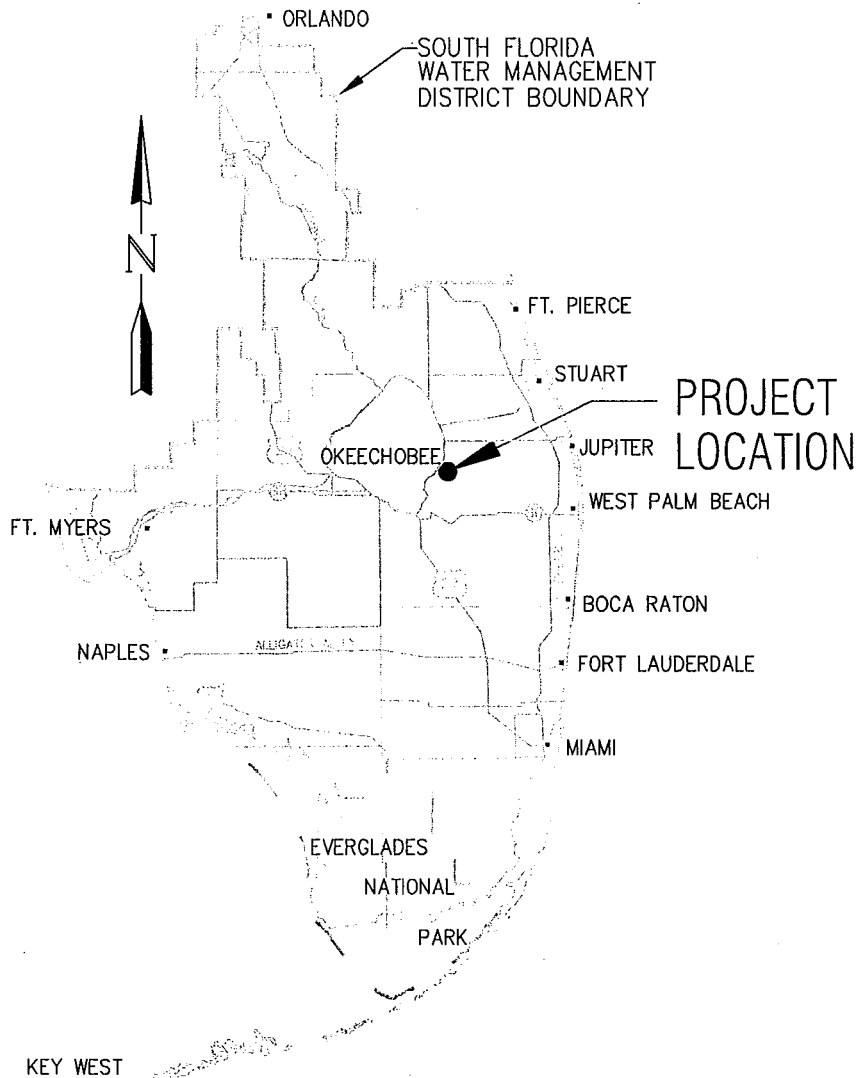
**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
LAND ACQUISITION DEPARTMENT - SURVEY SECTION**

SKETCH AND LEGAL DESCRIPTION OF

**RIVER OF GRASS TRACT SC-200-008**

OF LANDS LYING IN

SECTIONS 7, 8, 16, 17, 18, 19, 20, 21, 22, 25, 26, 27, 28, 29, 30,  
31, 32, 33, 34, 35 & 36, TOWNSHIP 41 SOUTH, RANGE 38 EAST  
PALM BEACH COUNTY, FLORIDA



**VICINITY MAP**  
**NOT TO SCALE**



**INCORPORATED**  
**PROFESSIONAL SURVEYORS AND MAPPERS**  
**CERTIFICATE OF AUTHORIZATION LB 4108**  
CORPORATE OFFICE TALLAHASSEE OFFICE  
PO BOX 1469 • 1505 SW MARTIN HWY. 1980 COMMONWEALTH LANE  
PALM CITY, FL 34901 TALLAHASSEE, FL 32303  
(800) 386-1066 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION FOR;  
**S.F.W.M.D.**  
PALM BEACH COUNTY, FLORIDA

Scale: <b>AS NOTED</b>	Date:
Drawn By: <b>JHY</b>	Checked: <b>MRW</b>

File & Drawing No.: <b>08-1050-06</b>
Sheet <b>1</b> OF <b>15</b>

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# Legal Description

The following described lands in Palm Beach County, Florida:

All that part of Section 7, Township 41 South, Range 38 East, Palm Beach County, Florida lying South and West of the South Florida Water Management District Levee L-8 right-of-way;

LESS AND EXCEPT that part of said Section 7 lying South and West of the following described line, hereinafter referred to as the "200-008 line":

Commence at the Northwest corner of Section 7, Township 41 South, Range 38 East from which the Northwest corner of Section 6, Township 41 South, Range 38 East bears N 00° 02' 57" E, a distance of 5282.70 feet; thence along the West line of said Section 7, S 00° 02' 57" W, a distance of 262.20 feet to the South line of the South Florida Water Management Levee L-8 right-of-way; thence N 89° 31' 05" E along the South line of said L-8 right-of-way, a distance of 57.92 feet to the Point of Beginning; thence departing said L-8 right-of-way, S 00° 18' 49" E, a distance of 3434.90 feet; thence S 00° 00' 35" E, a distance of 1578.22 feet; thence S 04° 26' 50" E, a distance of 175.47 feet; thence S 89° 49' 31" E, a distance of 2515.50 feet; thence N 87° 25' 28" E, a distance of 195.83 feet; thence S 00° 15' 13" W, a distance of 2711.51 feet; thence S 00° 07' 47" W, a distance of 2226.08 feet to the North line of United States Sugar Corporation Railroad Corridor as described in Official Records Book 23180, page 854, Public Records of Palm Beach County, Florida; thence along said North line the following courses and distances: S 61° 39' 38" E, a distance of 42.74 feet; thence N 89° 47' 19" E, a distance of 1243.94 feet; thence S 85° 39' 04" E, a distance of 427.64 feet; thence N 89° 47' 19" E, a distance of 622.68 feet; thence departing said North line, S 00° 07' 54" E, a distance of 80.00 feet to the South line of said United States Sugar Corporation Railroad Corridor; thence S 00° 07' 54" E, a distance of 2697.92 feet; thence S 00° 07' 34" E, a distance of 2631.50 feet; thence S 00° 03' 32" W, a distance of 2620.96 feet; thence S 00° 18' 04" E, a distance of 2699.47 feet; thence S 02° 43' 56" E, a distance of 1708.26 feet; thence S 02° 15' 05" E, a distance of 857.38 feet; thence S 02° 31' 52" E, a distance of 2158.01 feet; thence S 02° 32' 11" E, a distance of 508.94 feet to the South line of Section 32, Township 41 South, Range 38 East and the Point of Termination of said described line, said point of termination bears N 89° 47' 08" E, along the South line of Section 32, a distance of 173.98 feet from the Southwest corner of said Section 32.

AND:

All that part of Section 8, Township 41 South, Range 38 East, Palm Beach County, Florida lying South and West of the South Florida Water Management District Levee L-8 right-of-way.

AND:

All that part of Section 16, Township 41 South, Range 38 East, Palm Beach County, Florida lying South and West of the South Florida Water Management District Levee L-8 right-of-way;

LESS AND EXCEPT that part of said Section 16 lying within the United States Sugar Corporation Railroad Corridor as described in Official Records Book 23180, page 854, Public Records of Palm Beach County, Florida.


AND:

All that part of Section 17, Township 41 South, Range 38 East, Palm Beach County, Florida lying South and West of the South Florida Water Management District Levee L-8 right-of-way;

LESS AND EXCEPT that part of said Section 17 lying within the United States Sugar Corporation Railroad Corridor as described in Official Records Book 23180, page 854, Public Records of Palm Beach County, Florida;

Also LESS AND EXCEPT that part of said Section 17 lying South and West of the aforesaid "200-008 line".

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CORPORATE OFFICE: PD BOX 1469 • 1505 SW MARTIN HWY. PALM CITY, FL 34991 (800) 366-1088  
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SKETCH OF LEGAL DESCRIPTION FOR;			
<b>S.F.W.M.D.</b>			
PALM BEACH COUNTY,		FLORIDA	
Scale:	Date:	File & Drawing No.:	
NONE		08-1050-06	
Drawn By:	Checked:	Sheet	
JHY	MRW	2 of 15	

AND:

All of Section 18, Township 41 South, Range 38 East, Palm Beach County, Florida;  
LESS AND EXCEPT that part of said Section 18 lying within the United States Sugar Corporation Railroad Corridor as described in Official Records Book 23180, page 854, Public Records of Palm Beach County, Florida;  
Also LESS AND EXCEPT that part of said Section 18 lying South and West of the aforesaid "200-008 line".

AND:

All of Section 19, Township 41 South, Range 38 East, Palm Beach County, Florida;  
LESS AND EXCEPT that part of said Section 19 lying within the United States Sugar Corporation Railroad Corridor as described in Official Records Book 23180, page 854, Public Records of Palm Beach County, Florida;  
Also LESS AND EXCEPT that part of said Section 19 lying South and West of the aforesaid "200-008 line".

AND:

All of Section 20, Township 41 South, Range 38 East, Palm Beach County, Florida;  
LESS AND EXCEPT that part of said Section 20 lying within the United States Sugar Corporation Railroad Corridor as described in Official Records Book 23180, page 854, Public Records of Palm Beach County, Florida;  
Also LESS AND EXCEPT that part of said Section 20 lying South and West of the aforesaid "200-008 line".

AND:

All that part of Section 21, Township 41 South, Range 38 East, Palm Beach County, Florida lying South and West of the South Florida Water Management District Levee L-8 right-of-way;  
LESS AND EXCEPT that part of said Section 21 lying within the United States Sugar Corporation Railroad Corridor as described in Official Records Book 23180, page 854, Public Records of Palm Beach County, Florida.

AND:

All that part of Section 22, Township 41 South, Range 38 East, Palm Beach County, Florida lying South and West of the South Florida Water Management District Levee L-8 right-of-way;  
LESS AND EXCEPT that part of said Section 22 lying within the United States Sugar Corporation Railroad Corridor as described in Official Records Book 23180, page 854, Public Records of Palm Beach County, Florida.

AND:

All that part of Section 25, Township 41 South, Range 38 East, Palm Beach County, Florida lying South and West of the South Florida Water Management District Levee L-8 right-of-way;  
LESS AND EXCEPT that part of said Section 25 lying within the United States Sugar Corporation Railroad Corridor as described in Official Records Book 23180, page 854, Public Records of Palm Beach County, Florida.



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SKETCH OF LEGAL DESCRIPTION FOR;  
**S.F.W.M.D.**  
PALM BEACH COUNTY, FLORIDA

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NO.	REVISIONS	DATE	BY

AND:

All that part of Section 26, Township 41 South, Range 38 East, Palm Beach County, Florida lying South and West of the South Florida Water Management District Levee L-8 right-of-way;

LESS AND EXCEPT that part of said Section 26 lying within the United States Sugar Corporation Railroad Corridor as described in Official Records Book 23180, page 854, Public Records of Palm Beach County, Florida.

AND:

All that part of Section 27, Township 41 South, Range 38 East, Palm Beach County, Florida lying South and West of the South Florida Water Management District Levee L-8 right-of-way;

LESS AND EXCEPT that part of said Section 27 lying within the United States Sugar Corporation Railroad Corridor as described in Official Records Book 23180, page 854, Public Records of Palm Beach County, Florida.

AND:

All of Section 28, Township 41 South, Range 38 East, Palm Beach County, Florida.

AND:

All of Section 29, Township 41 South, Range 38 East, Palm Beach County, Florida;

LESS AND EXCEPT that part of said Section 29 lying South and West of the aforesaid "200-008 line".

AND:

All of Section 30, Township 41 South, Range 38 East, Palm Beach County, Florida;

LESS AND EXCEPT that part of said Section 30 lying South and West of the aforesaid "200-008 line".

AND:

All of Section 31, Township 41 South, Range 38 East, Palm Beach County, Florida;

LESS AND EXCEPT that part of said Section 31 lying South and West of the aforesaid "200-008 line".

AND:

All of Section 32, Township 41 South, Range 38 East, Palm Beach County, Florida;

LESS AND EXCEPT that part of said Section 32 lying South and West of the aforesaid "200-008 line".

AND:

All of Section 33, Township 41 South, Range 38 East, Palm Beach County, Florida.

AND:

All of Section 34, Township 41 South, Range 38 East, Palm Beach County, Florida.


AND:

All that part of Section 35, Township 41 South, Range 38 East, Palm Beach County, Florida lying South and West of the South Florida Water Management District Levee L-8 right-of-way;

LESS AND EXCEPT that part of said Section 35 lying within the United States Sugar Corporation Railroad Corridor as described in Official Records Book 23180, page 854, Public Records of Palm Beach County, Florida.

Total acreage = 8712.67

NO.	REVISIONS	DATE	BY

  
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SKETCH OF LEGAL DESCRIPTION FOR;  
**S.F.W.M.D.**  
 PALM BEACH COUNTY, FLORIDA

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Drawn By: <b>JHY</b>	Checked: <b>MRW</b>	Sheet <b>4</b> OF <b>15</b>

AND:

All that part of Section 36, Township 41 South, Range 38 East, Palm Beach County, Florida lying South and West of the South Florida Water Management District Levee L-8 right-of-way;

LESS AND EXCEPT that part of said Section 36 lying within the United States Sugar Corporation Railroad Corridor as described in Official Records Book 23180, page 854, Public Records of Palm Beach County, Florida.

## Surveyor's Notes

- 1) This sketch and legal description is based on office information only and does not represent a boundary survey.
- 2) This legal description shall not be valid unless:
  - A) Provided in its entirety consisting of 15 sheets, with sheet 6 through 15 being the sketch of description.
  - B) Reproductions of the description and sketch are signed and sealed with an embossed surveyor's seal.
- 3) Bearings shown hereon are referenced to the West line of Section 7, Township 41 South, Range 38 East. Said line bears S00°02'57"W.
- 4) The legal description shown and described hereon contains 8712.67± acres.

## Certification


(Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper)

I hereby certify that the Sketch and Legal Description of the property shown and described hereon was completed under my direction and said Sketch and Description is true and correct to the best of my knowledge and belief.

I further certify that this sketch and description meets the Minimum Technical Standards for Surveys set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. The Sketch and Description is based on information furnished by client or client's representative.

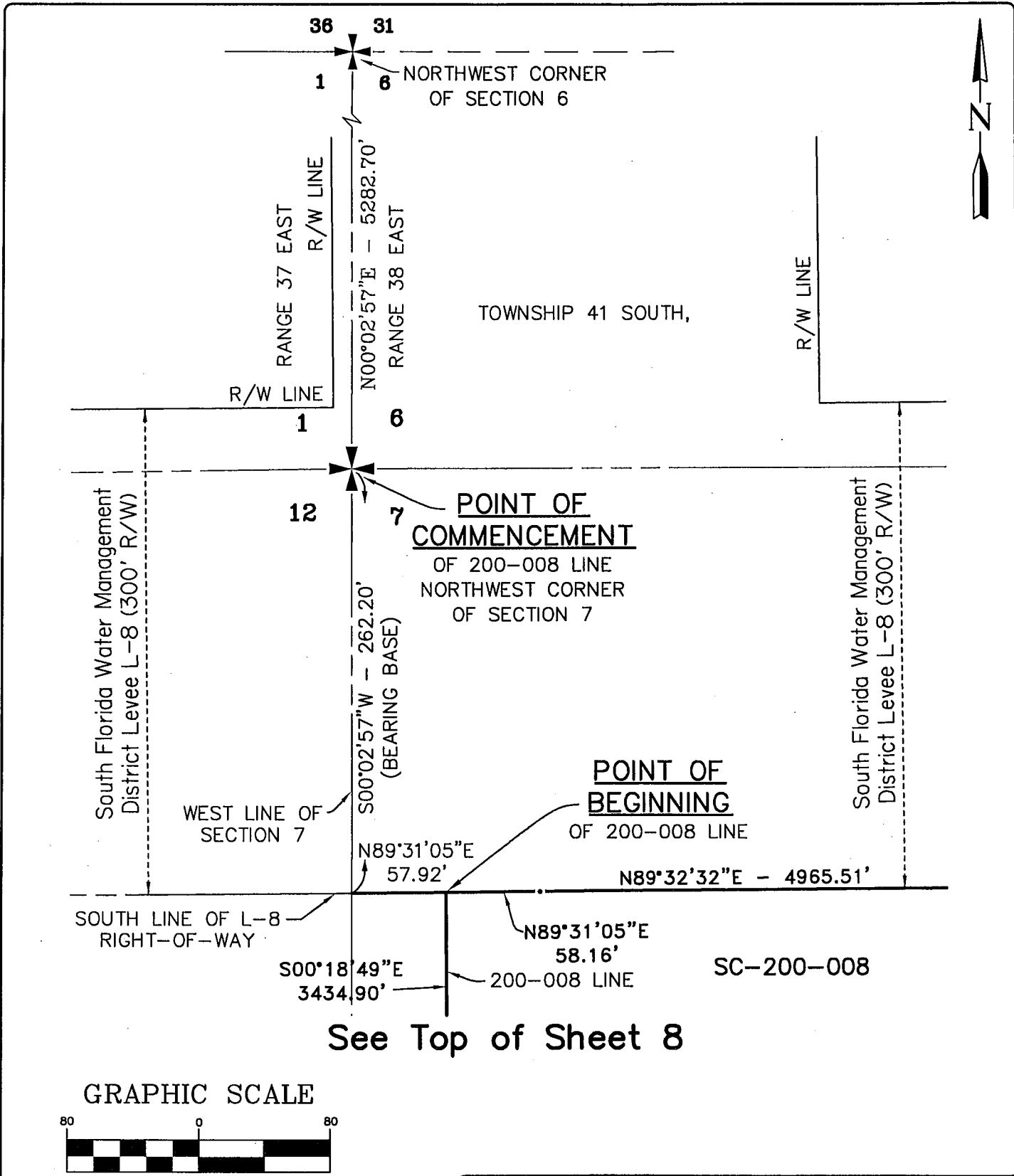
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Date of Signature

\_\_\_\_\_  
Albert C. Allen, III  
Professional Surveyor and Mapper  
Florida Certificate No. 4130

 <b>INCORPORATED</b> <b>PROFESSIONAL SURVEYORS AND MAPPERS</b> <b>CERTIFICATE OF AUTHORIZATION LB 4108</b> CORPORATE OFFICE: PO BOX 1489 • 1505 SW MARTIN HWY. PALM CITY, FL 34991 (800) 386-1066 TALLAHASSEE OFFICE: 1990 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8455		SKETCH OF LEGAL DESCRIPTION FOR; <b>S.F.W.M.D.</b> PALM BEACH COUNTY, FLORIDA	
		Scale: NONE Drawn By: JHY	Date: Checked: MRW

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See Top of Sheet 8

GRAPHIC SCALE

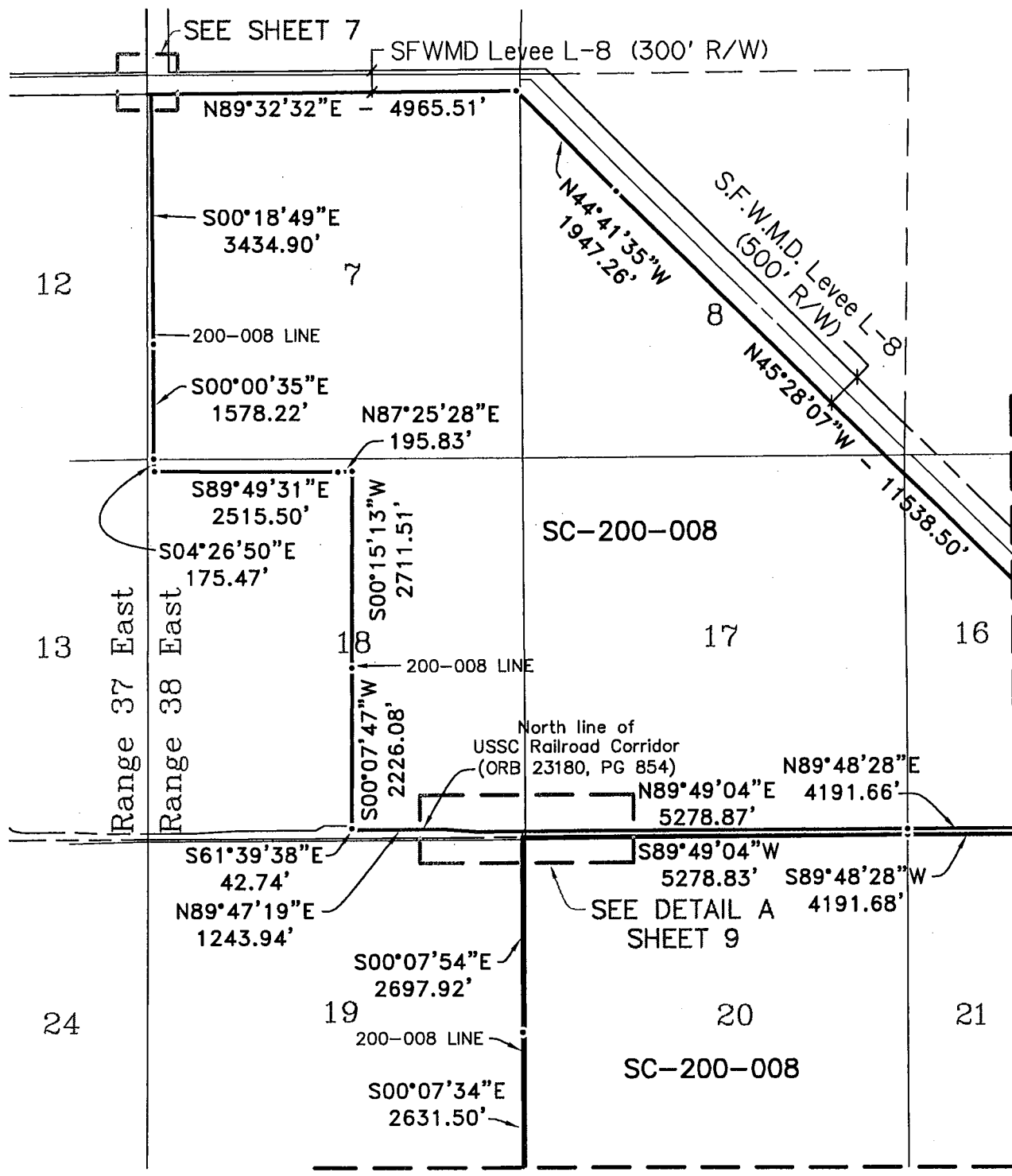


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 1 inch = 80 ft.

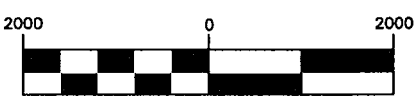
  
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PALM BEACH COUNTY,		FLORIDA
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JHY	MRW	7 OF 15

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GRAPHIC SCALE



( IN FEET )  
 INTENDED DISPLAY SCALE  
 1 inch = 2000ft.

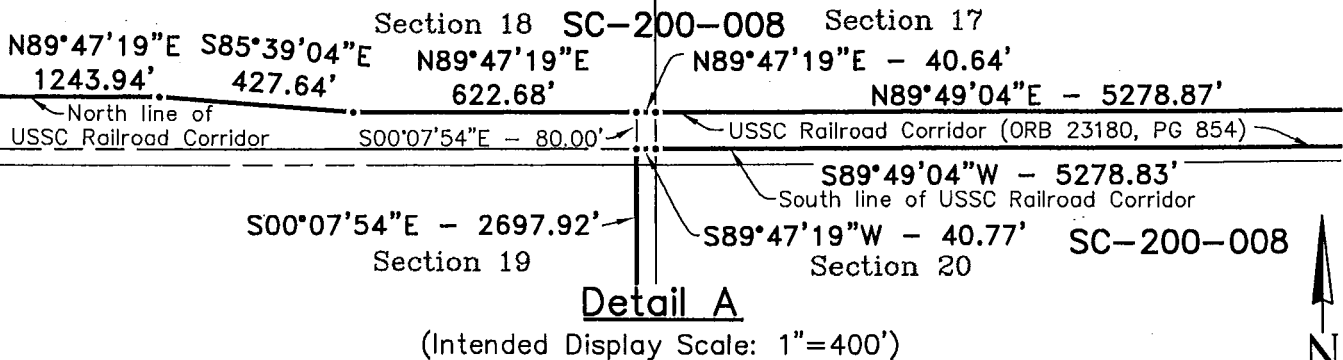
Matchline A - See Sheet 9

Matchline B - See Sheet 10

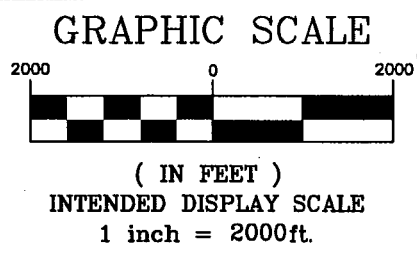
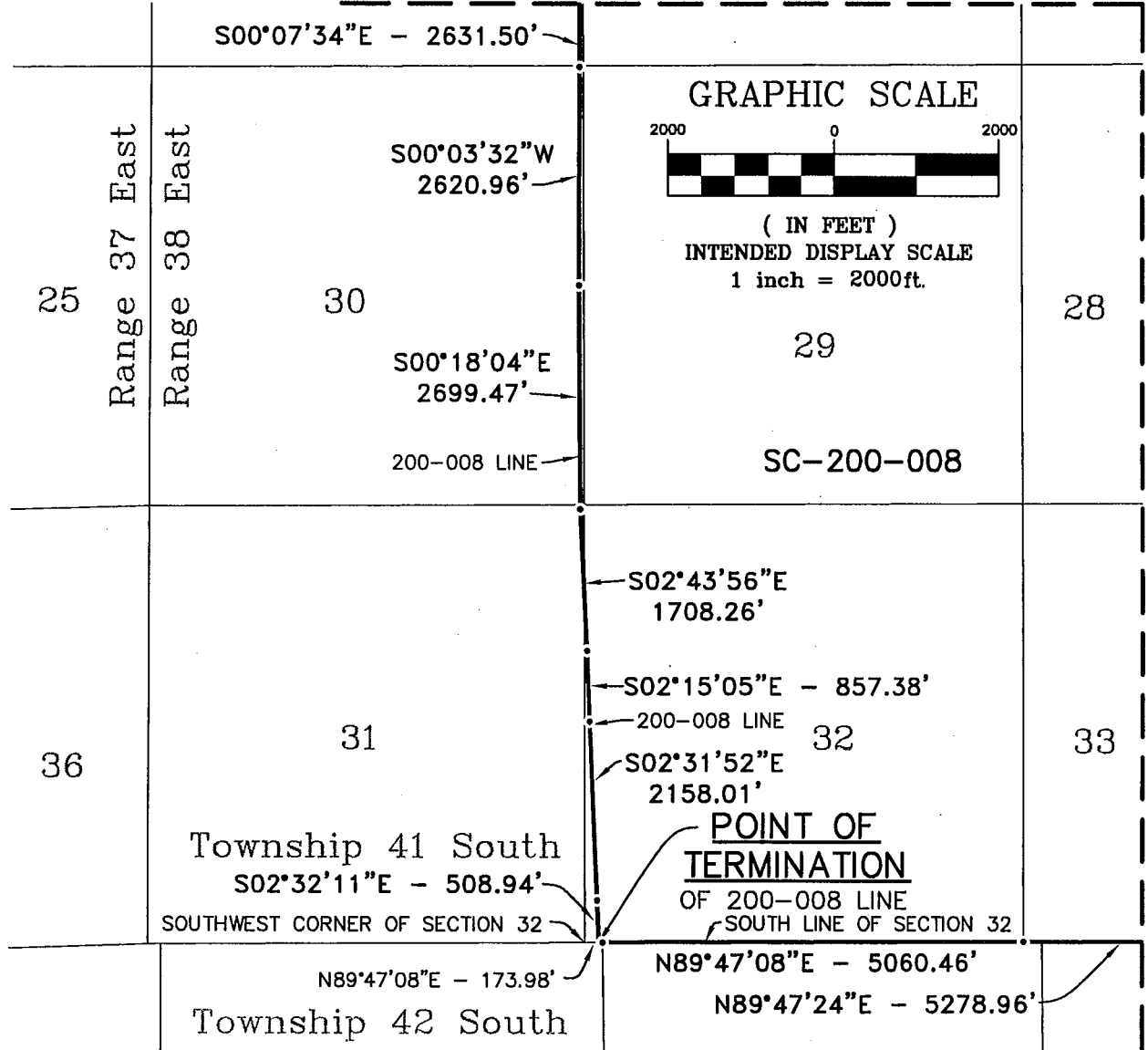
  
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**Matchline A - See Sheet 8**



Matchline C - See Sheet 11

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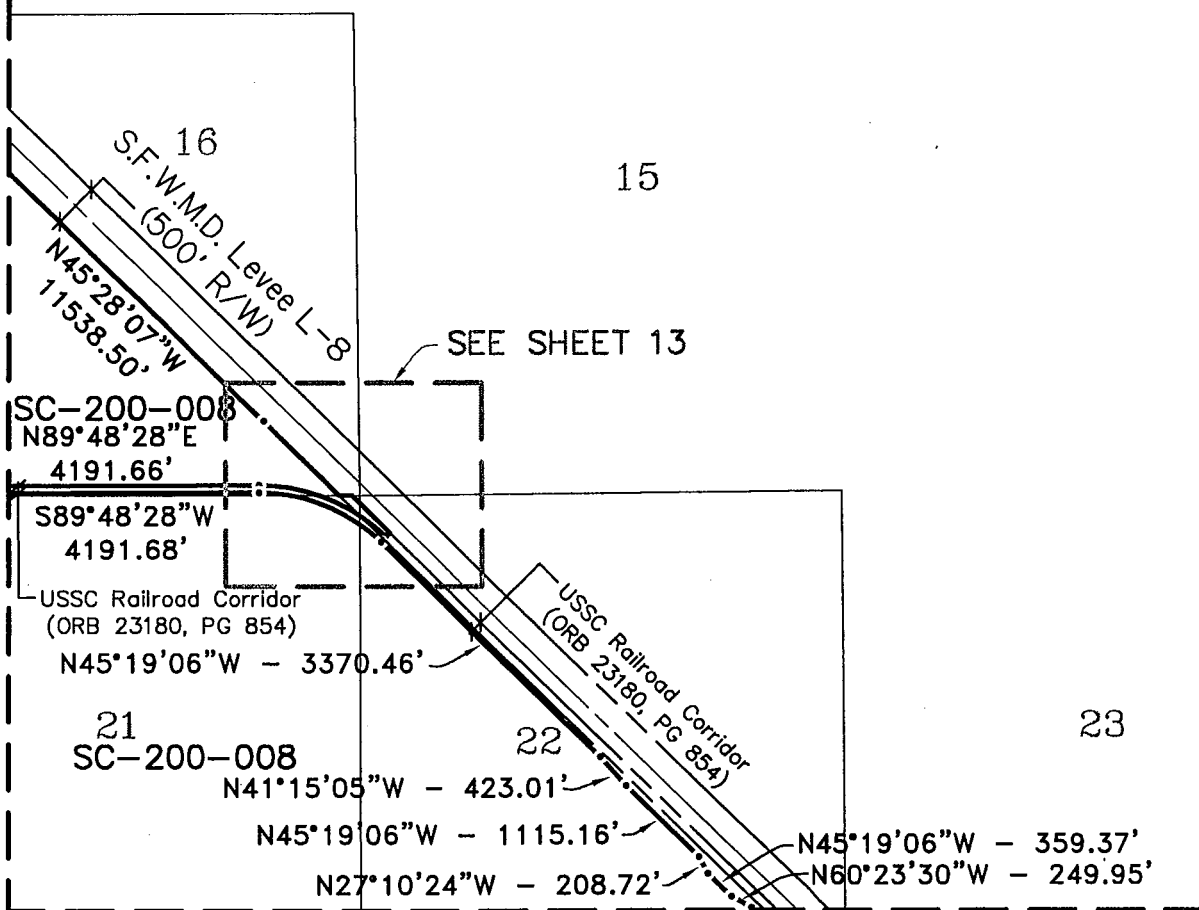
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JHY	MRW	9 OF 15

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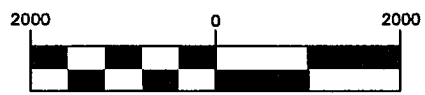


Matchline B - See Sheet 8



Matchline D - See Sheet 11

GRAPHIC SCALE



( IN FEET )  
INTENDED DISPLAY SCALE  
1 inch = 2000ft.

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**S.F.W.M.D.**  
PALM BEACH COUNTY, FLORIDA

Scale:  
1"=2000'  
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08-1050-06  
Sheet  
10 of 15

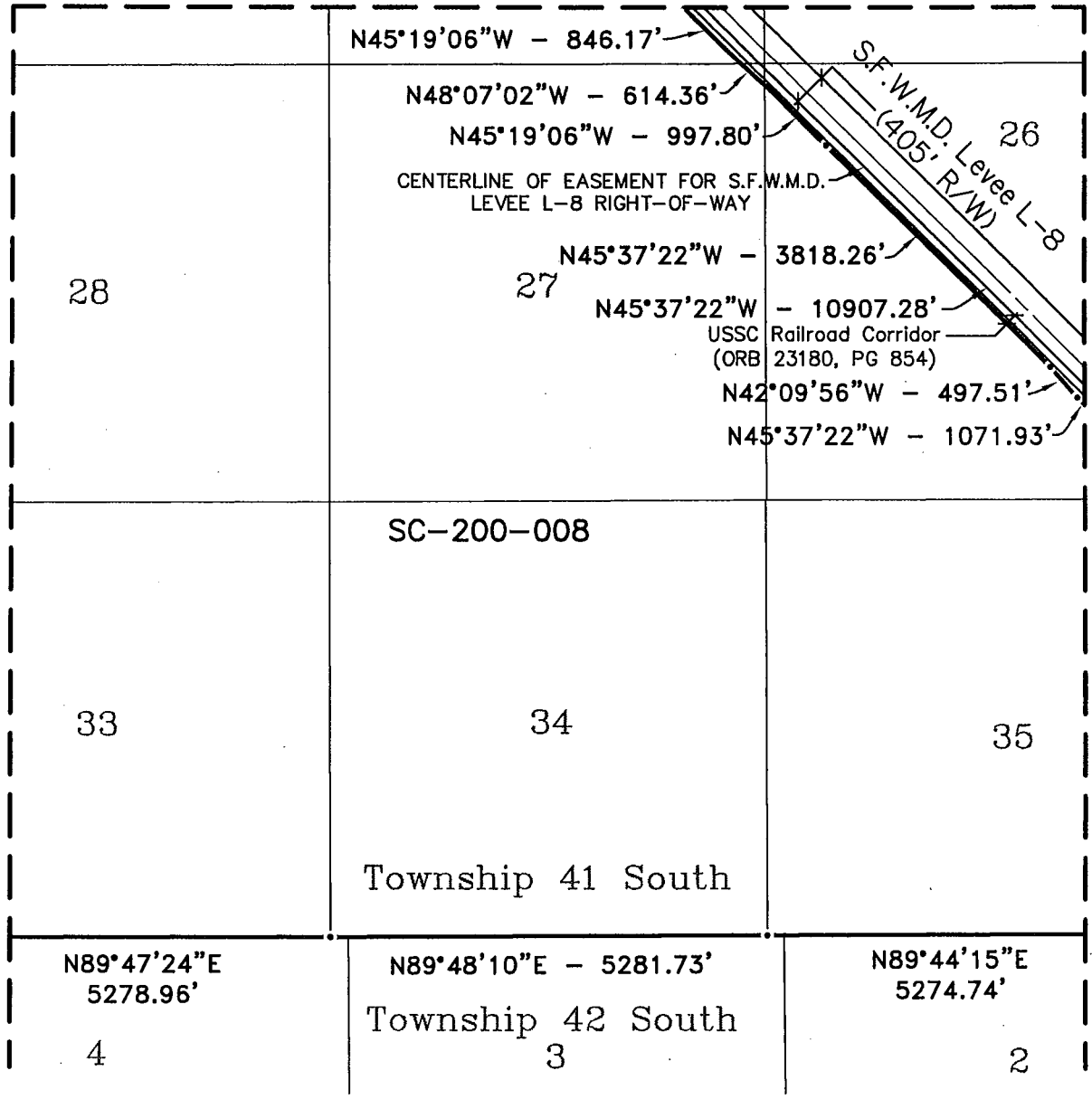
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Matchline D - See Sheet 10

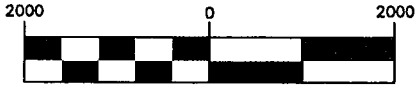


Matchline C - See Sheet 9

Matchline E - See Sheet 12



GRAPHIC SCALE



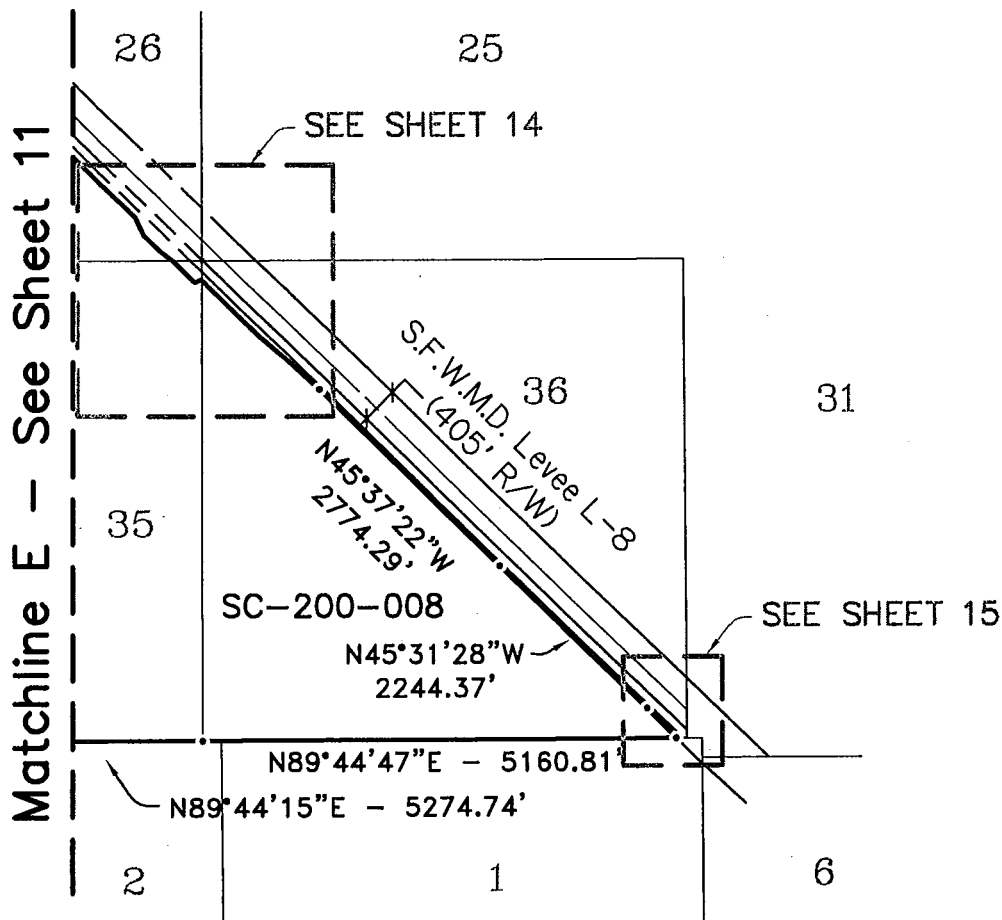
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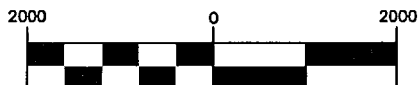
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SKETCH OF LEGAL DESCRIPTION FOR:		
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PALM BEACH COUNTY,		FLORIDA
Scale: 1"=2000'	Date:	File & Drawing No.: 08-1050-06
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NO.	REVISIONS	DATE	BY



**GRAPHIC SCALE**



( IN FEET )  
 INTENDED DISPLAY SCALE  
 1 inch = 2000ft.

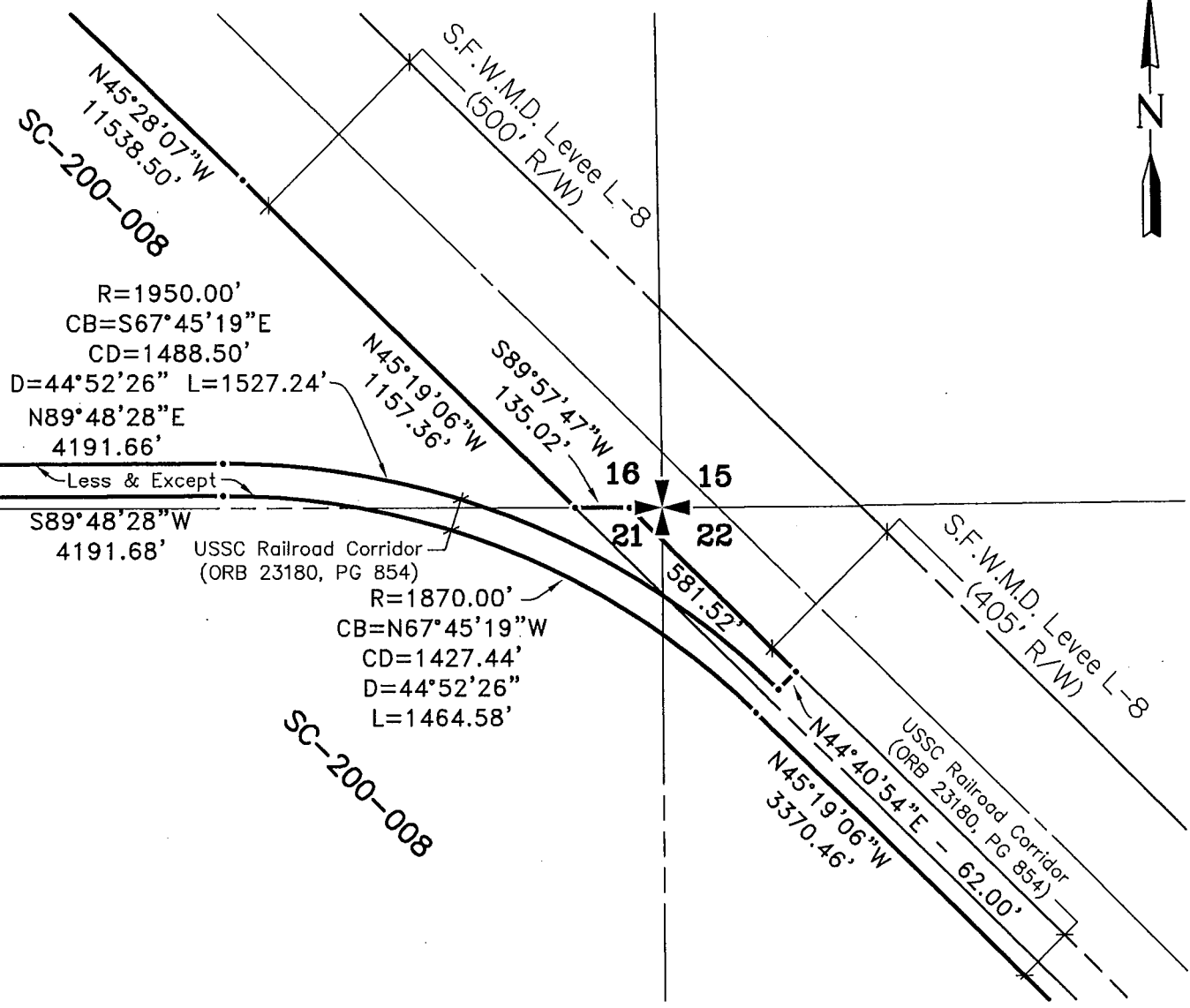
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SKETCH OF LEGAL DESCRIPTION FOR;  
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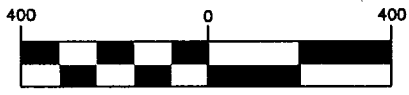
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 Sheet 12 OF 15

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**GRAPHIC SCALE**



( IN FEET )  
 INTENDED DISPLAY SCALE  
 1 inch = 400 ft.

NO.	REVISIONS	DATE	BY

  
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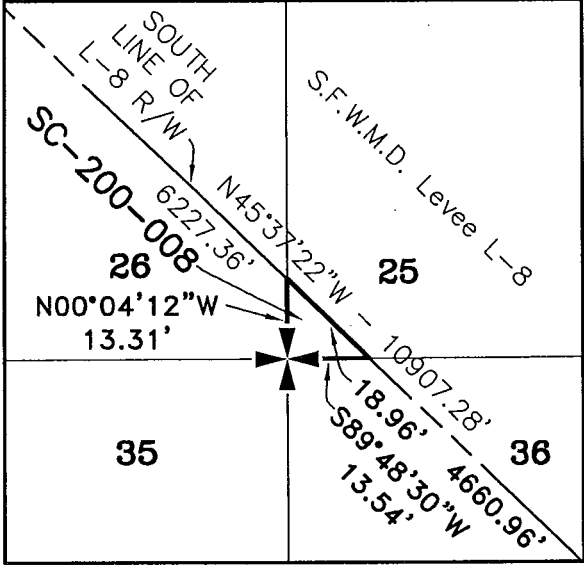
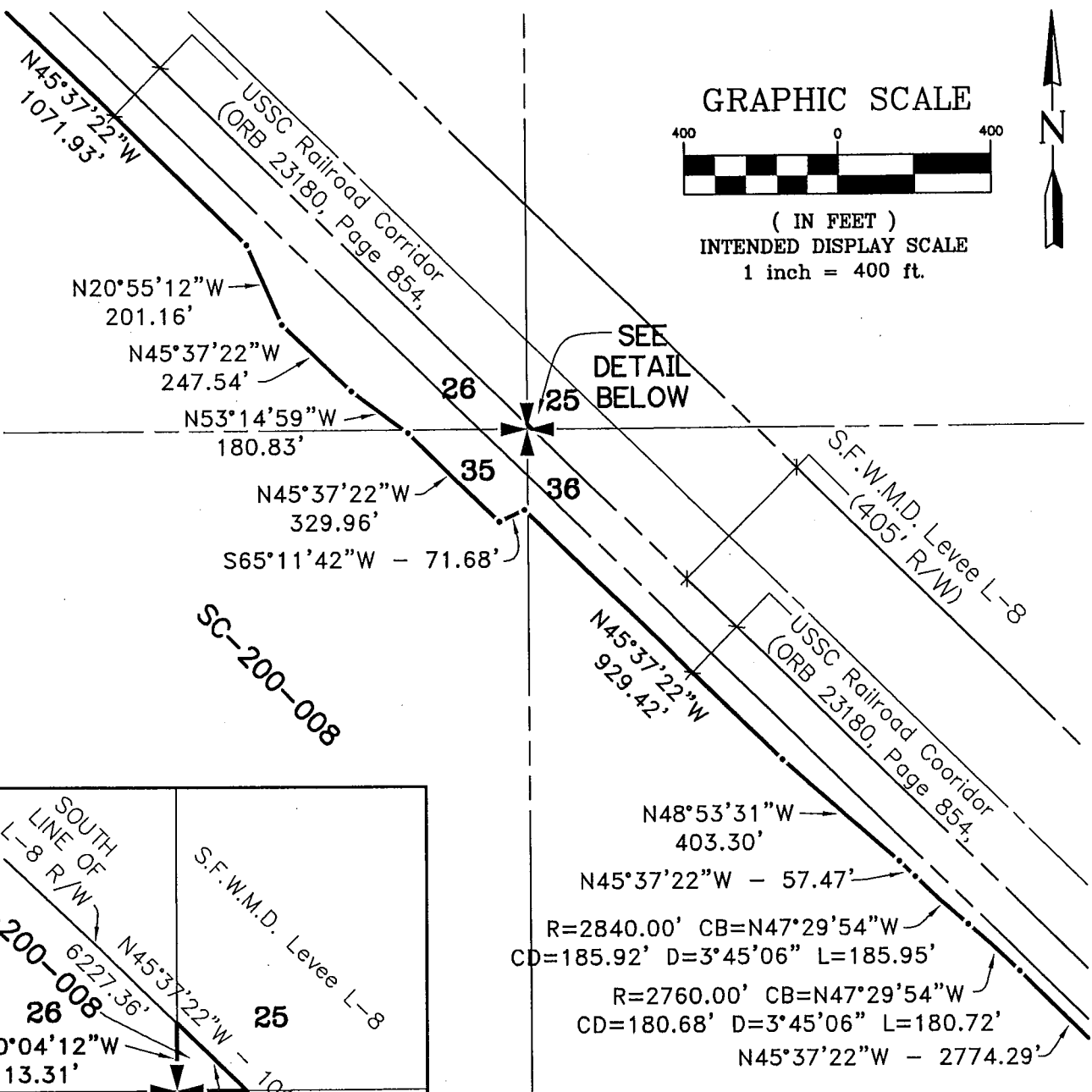
SKETCH OF LEGAL DESCRIPTION FOR;  
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 PALM BEACH COUNTY, FLORIDA

Scale: 1"=400'	Date:	File & Drawing No.:
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Sheet		13 of 15

**GRAPHIC SCALE**



( IN FEET )  
**INTENDED DISPLAY SCALE**  
 1 inch = 400 ft.



**DETAIL**

(INTENDED DISPLAY SCALE: 1"=30')

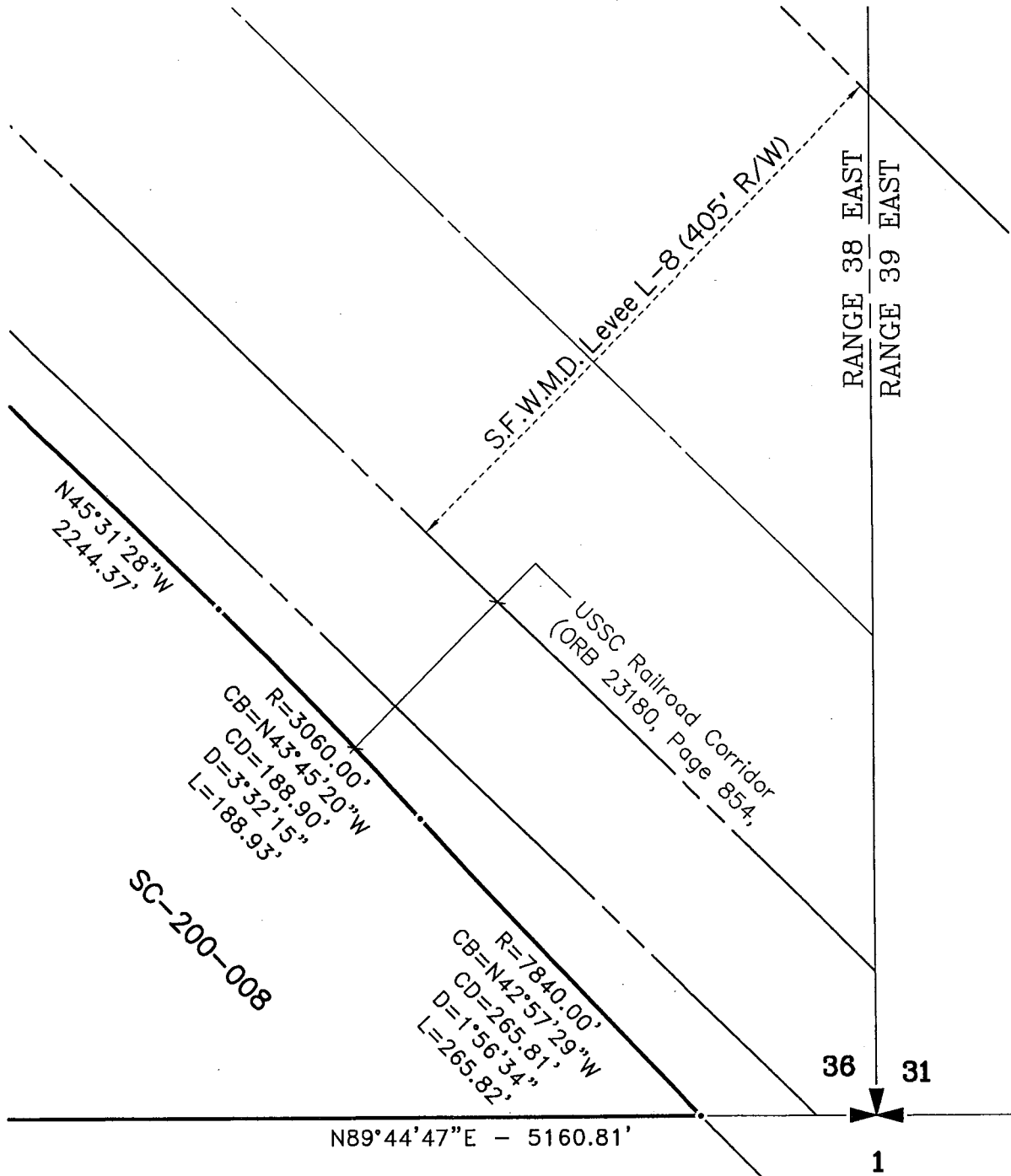
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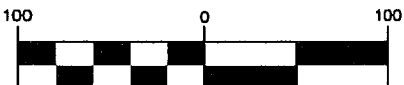
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 Sheet 14 of 15

NO.	REVISIONS	DATE	BY



**GRAPHIC SCALE**



( IN FEET )  
 INTENDED DISPLAY SCALE  
 1 inch = 100 ft.

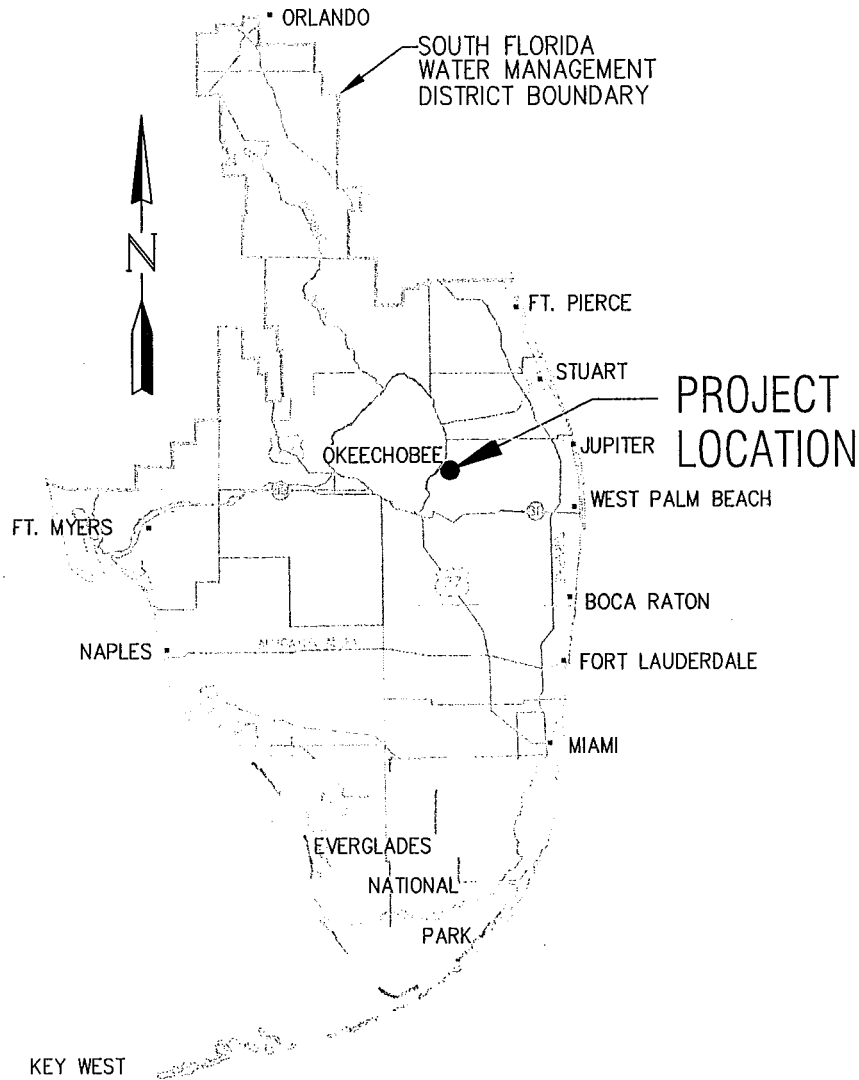
**G C Y**  
 INCORPORATED  
 PROFESSIONAL SURVEYORS AND MAPPERS  
 CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE: PO BOX 1469 • 1505 SW MARTIN HWY. PALM CITY, FL 34991 (800) 386-1066  
 TALLAHASSEE OFFICE: 1990 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION FOR;		
<b>S.F.W.M.D.</b>		
PALM BEACH COUNTY,		FLORIDA
Scale: 1"=100'	Date:	File & Drawing No.: 08-1050-06
Drawn By: JHY	Checked: MRW	Sheet 15 OF 15


NO.	REVISIONS	DATE	BY

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**  
**LAND ACQUISITION DEPARTMENT - SURVEY SECTION**  
 SKETCH AND LEGAL DESCRIPTION OF  
**RIVER OF GRASS TRACT C4200-006**  
 OF LANDS LYING IN  
 SECTIONS 7, 8, 16, 17, 21, 22, 25, 26, 27, 35, & 36  
 TOWNSHIP 41 SOUTH, RANGE 38 EAST  
 PALM BEACH COUNTY, FLORIDA



**VICINITY MAP**  
**NOT TO SCALE**

NO.	REVISIONS	DATE	BY



**INCORPORATED**  
**PROFESSIONAL SURVEYORS AND MAPPERS**  
**CERTIFICATE OF AUTHORIZATION LB 4108**

CORPORATE OFFICE: PO BOX 1489 • 1505 SW MARTIN HWY. PALM CITY, FL 34981 (800) 386-1066  
 TALLAHASSEE OFFICE: 1990 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION FOR: <b>S.F.W.M.D.</b> PALM BEACH COUNTY, FLORIDA		
Scale: <b>AS NOTED</b>	Date: <b>DEC 2009</b>	File & Drawing No.: <b>08-1050-05</b>
Drawn By: <b>JHY</b>	Checked: <b>MRW</b>	Sheet: <b>1</b> OF <b>9</b>

## Legal Description

The following described lands in Palm Beach County, Florida:

All that part of Section 7, Township 41 South, Range 38 East, Palm Beach County, Florida lying within the South Florida Water Management District Levee L-8 right-of-way;

LESS AND EXCEPT a tract or parcel of land lying and situate in Sections 6 and 7, Township 41 South, Range 38 East, Palm Beach County, Florida, which tract or parcel is more particularly described as follows:  
Beginning at the U.S. General Land Office pipe marking the Northwest corner of said Section 6, Township 41 South, Range 38 East, run S 00° 13' 00" W along the Range Line between Ranges 37 and 38 East, said Range Line being a straight line between the aforementioned U.S. General Land Office pipe and a like monument marking the Southwest corner of said Township, a distance of 5282.18 feet, more or less, to a railroad rail monument marking the Southwest corner of said Section 6; thence continue S 00° 13' 00" W, along said Range Line, a distance of 106.0 feet; thence run S 89° 47' 00" E, perpendicular to said Range Line, a distance of 50.0 feet to a point; thence run N 00° 15' 00" W, a distance of 5388.36 feet more or less to a point on the North line of Section 6, N 89° 33' 00" E from the Northwest corner of said Section; thence run S 89° 33' 00" W a distance of 6.0 feet to said Northwest corner of said Section 6, and the Point of Beginning.

AND:

All that part of Section 8, Township 41 South, Range 38 East, Palm Beach County, Florida lying within the South Florida Water Management District Levee L-8 right-of-way lying South and West of the centerline of easement for the South Florida Water Management District (formerly the Central and Southern Florida Flood Control District) Levee L-8.

AND:

All that part of Section 16, Township 41 South, Range 38 East, Palm Beach County, Florida lying within the South Florida Water Management District Levee L-8 right-of-way lying South and West of the centerline of easement for the South Florida Water Management District (formerly the Central and Southern Florida Flood Control District) Levee L-8.

AND:

All that part of Section 17, Township 41 South, Range 38 East, Palm Beach County, Florida lying within the South Florida Water Management District Levee L-8 right-of-way lying South and West of the centerline of easement for the South Florida Water Management District (formerly the Central and Southern Florida Flood Control District) Levee L-8.

AND:


All that part of Section 21, Township 41 South, Range 38 East, Palm Beach County, Florida lying within the South Florida Water Management District Levee L-8 right-of-way.

AND:

All that part of Section 22, Township 41 South, Range 38 East, Palm Beach County, Florida lying within the South Florida Water Management District Levee L-8 right-of-way;

LESS AND EXCEPT the Northeast diagonal one-half of Section 22;  
Also LESS AND EXCEPT that part of said Section 22 lying within the United States Sugar Corporation Railroad Corridor as described in Official Records Book 23180, page 854, Public Records of Palm Beach County, Florida.

NO.	REVISIONS	DATE	BY



**GCM**  
INCORPORATED  
PROFESSIONAL SURVEYORS AND MAPPERS  
CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE: PO BOX 1489 • 1505 SW MARTIN HWY. PALM CITY, FL 34991 (800) 386-1066  
TALLAHASSEE OFFICE: 1990 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION FOR:  
**S.F.W.M.D.**  
PALM BEACH COUNTY, FLORIDA

Scale: <b>NONE</b>	Date: <b>DEC 2009</b>	File & Drawing No.: <b>08-1050-05</b>
Drawn By: <b>JHY</b>	Checked: <b>MRW</b>	Sheet <b>2</b> OF <b>9</b>

AND:

All that part of Section 25, Township 41 South, Range 38 East, Palm Beach County, Florida lying within the South Florida Water Management District Levee L-8 right-of-way lying South and West of the Southwesterly line of that parcel described in Official Records Book 1971, page 1863 of the Public Records of Palm Beach County, Florida being described therein as the centerline of easement for the South Florida Water Management District (formerly the Central and Southern Florida Flood Control District) Levee L-8;

LESS AND EXCEPT that part of said Section 25 lying within the United States Sugar Corporation Railroad Corridor as described in Official Records Book 23180, page 854, Public Records of Palm Beach County, Florida.

AND:

All that part of Section 26, Township 41 South, Range 38 East, Palm Beach County, Florida lying within the South Florida Water Management District Levee L-8 right-of-way lying South and West of the Southwesterly line of that parcel described in Official Records Book 1971, page 1863 of the Public Records of Palm Beach County being described therein as the centerline of easement for the South Florida Water Management District (formerly the Central and Southern Florida Flood Control District) Levee L-8;

LESS AND EXCEPT

That part of said Section 26 lying within the United States Sugar Corporation Railroad Corridor as described in Official Records Book 23180, page 854, Public Records of Palm Beach County, Florida.

AND:

All that part of Section 27, Township 41 South, Range 38 East, Palm Beach County, Florida lying within the South Florida Water Management District Levee L-8 right-of-way;

LESS AND EXCEPT that part of said Section 27 lying within the United States Sugar Corporation Railroad Corridor as described in Official Records Book 23180, page 854, Public Records of Palm Beach County, Florida.

AND:

All that part of Section 35, Township 41 South, Range 38 East, Palm Beach County, Florida lying within the South Florida Water Management District Levee L-8 right-of-way;


LESS AND EXCEPT that part of said Section 35 lying within the United States Sugar Corporation Railroad Corridor as described in Official Records Book 23180, page 854, Public Records of Palm Beach County, Florida.

AND:

All that part of Section 36, Township 41 South, Range 38 East, Palm Beach County, Florida lying within the South Florida Water Management District Levee L-8 right-of-way lying South and West of the Southwesterly line of that parcel described in Official Records Book 1971, page 1863 of the Public Records of Palm Beach County, Florida being described therein as the centerline of easement for the South Florida Water Management District (formerly the Central and Southern Florida Flood Control District) Levee L-8;

LESS AND EXCEPT that part of said Section 36 lying within the United States Sugar Corporation Railroad Corridor as described in Official Records Book 23180, page 854, Public Records of Palm Beach County, Florida.

NO.	REVISIONS	DATE	BY

  
**INCORPORATED**  
**PROFESSIONAL SURVEYORS AND MAPPERS**  
 CERTIFICATE OF AUTHORIZATION LB 4108  
 CORPORATE OFFICE: TALLAHASSEE OFFICE  
 PO BOX 1489 • 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE  
 PALM CITY, FL 34991 TALLAHASSEE, FL 32303  
 (800) 388-1066 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION FOR:  
**S.F.W.M.D.**  
 PALM BEACH COUNTY, FLORIDA

Scale: NONE	Date: DEC 2009	File & Drawing No.: 08-1050-05
Drawn By: JHY	Checked: MRW	Sheet 3 OF 9

## Surveyor's Notes

- 1) This sketch and legal description is based on office information only and does not represent a boundary survey.
- 2) This legal description shall not be valid unless:
  - A) Provided in its entirety consisting of 9 sheets, with sheet 5 through 9 being the sketch of description.
  - B) Reproductions of the description and sketch are signed and sealed with an embossed surveyor's seal.
- 3) Bearings shown hereon are referenced to the West line of Section 7, Township 41 South, Range 38 East. Said line bears N00°02'57"E.
- 4) The legal description shown and described hereon contains 174.21± acres.

## Certification


(Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper)

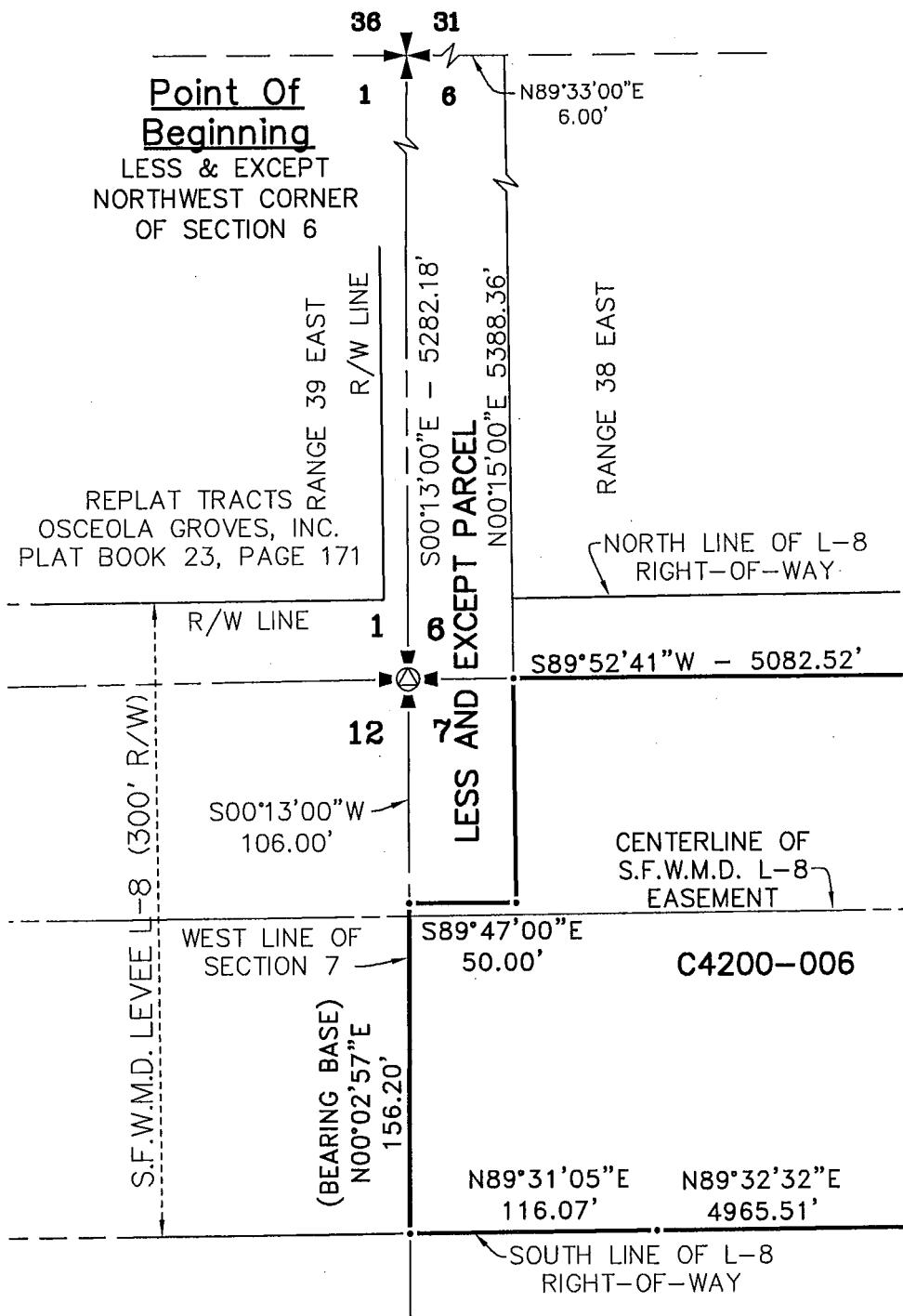
I hereby certify that the Sketch and Legal Description of the property shown and described hereon was completed under my direction and said Sketch and Description is true and correct to the best of my knowledge and belief.

I further certify that this sketch and description meets the Minimum Technical Standards for Surveys set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. The Sketch and Description is based on information furnished by client or client's representative.

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Albert C. Allen, III  
Professional Surveyor and Mapper  
Florida Certificate No. 4130

 <b>INCORPORATED</b> <b>PROFESSIONAL SURVEYORS AND MAPPERS</b> CERTIFICATE OF AUTHORIZATION LP 4108 CORPORATE OFFICE: PO BOX 1489 • 1505 SW MARTIN HWY. PALM CITY, FL 34991 (800) 386-1066 TALLAHASSEE OFFICE: 1990 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8455		SKETCH OF LEGAL DESCRIPTION FOR: <b>S.F.W.M.D.</b> PALM BEACH COUNTY, FLORIDA	
Scale:	Date:	File & Drawing No.:	
NONE	DEC 2009	08-1050-05	
Drawn By:	Checked:	Sheet	
JHY	MRW	4 OF 9	



**Point Of Beginning**  
 LESS & EXCEPT  
 NORTHWEST CORNER  
 OF SECTION 6

REPLAT TRACTS  
 OSCEOLA GROVES, INC.  
 PLAT BOOK 23, PAGE 171

**LESS AND EXCEPT PARCEL**

See Sheet 6

**GRAPHIC SCALE**



( IN FEET )  
 INTENDED DISPLAY SCALE  
 1 inch = 80 ft.

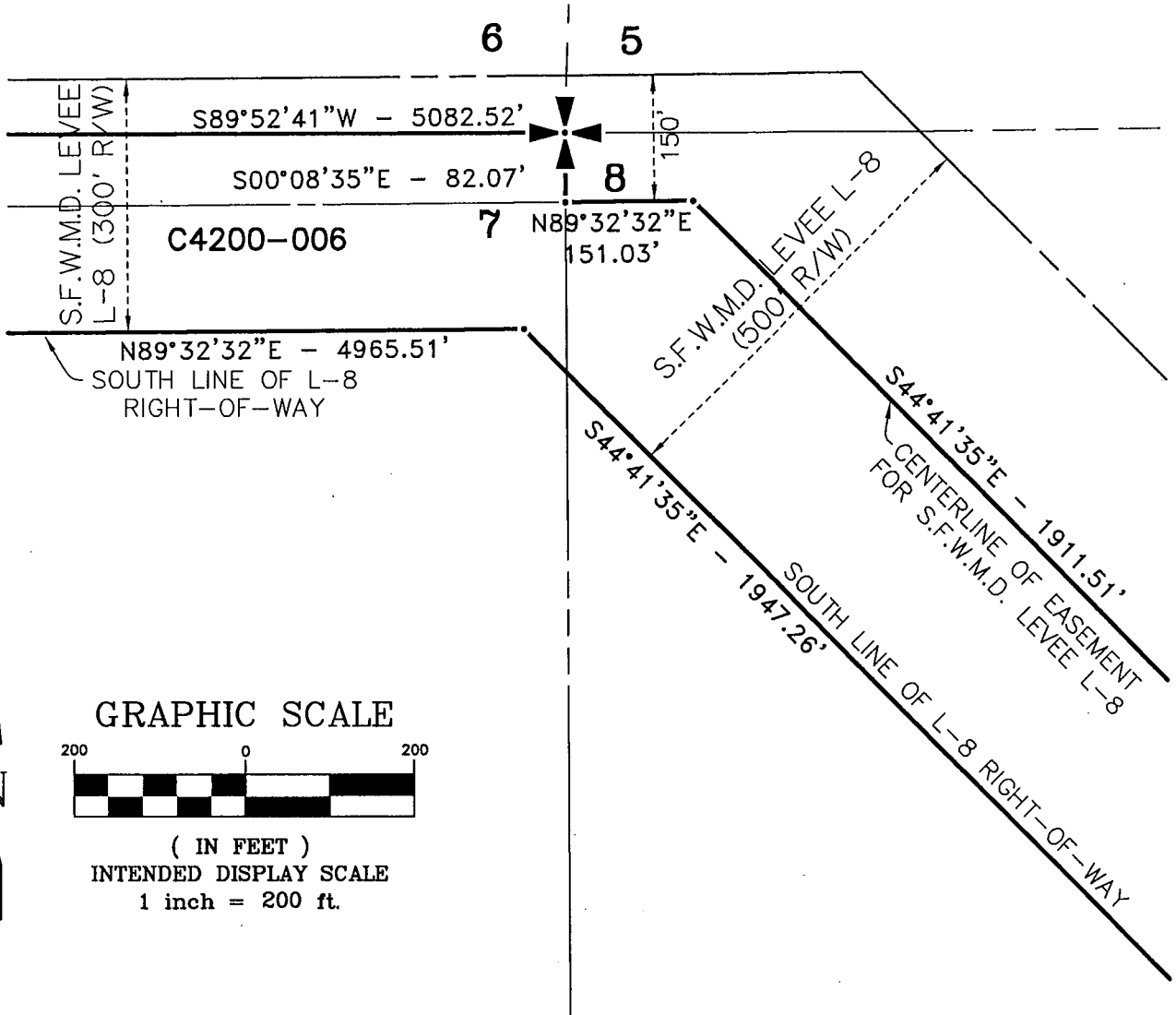
**INCORPORATED**  
**PROFESSIONAL SURVEYORS AND MAPPERS**  
**CERTIFICATE OF AUTHORIZATION LB 4108**

CORPORATE OFFICE: PO BOX 1489 • 1505 SW MARTIN HWY. PALM CITY, FL 34991 (800) 386-1066  
 TALLAHASSEE OFFICE: 1990 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8455

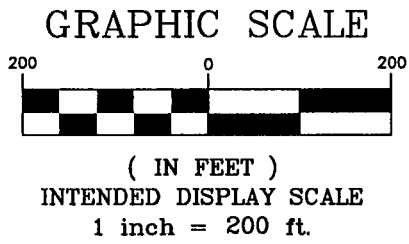
SKETCH OF LEGAL DESCRIPTION FOR: <b>S.F.W.M.D.</b> PALM BEACH COUNTY, FLORIDA		
Scale: <b>1"=80'</b>	Date: <b>DEC 2009</b>	File & Drawing No.: <b>08-1050-05</b>
Drawn By: <b>JHY</b>	Checked: <b>MRW</b>	Sheet: <b>5 of 9</b>

NO.	REVISIONS	DATE	BY

See Sheet 5



See Top Left of Sheet 7



LEGEND	
ORB	= OFFICIAL RECORDS BOOK
R/W	= RIGHT-OF-WAY
S.F.W.M.D.	= SOUTH FLORIDA WATER MANAGEMENT DISTRICT
USSC	= UNITED STATES SUGAR CORPORATION
.	= SEGMENT DELIMITER
7	8
18	17
	= GRAPHIC DISPLAY OF SECTION CORNER

**GCY**  
 INCORPORATED  
 PROFESSIONAL SURVEYORS AND MAPPERS  
 CERTIFICATE OF AUTHORIZATION LB 4108

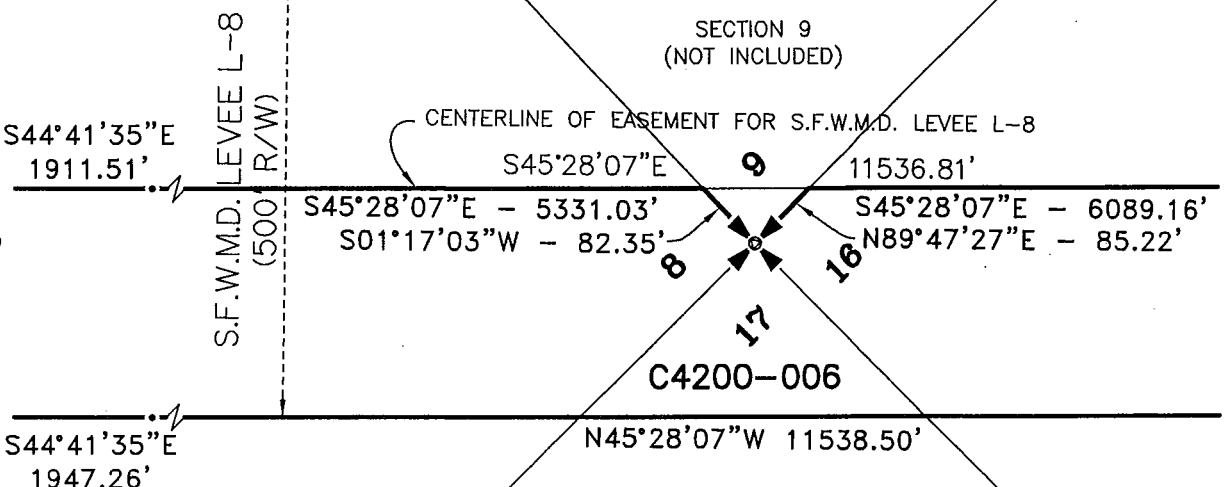
CORPORATE OFFICE: PO BOX 1489 • 1505 SW MARTIN HWY. PALM CITY, FL 34991 (800) 386-1066  
 TALLAHASSEE OFFICE: 1990 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8465

SKETCH OF LEGAL DESCRIPTION FOR:		File & Drawing No.:
<b>S.F.W.M.D.</b>		08-1050-05
PALM BEACH COUNTY, FLORIDA		Sheet
Scale:	Date:	6 OF 9
1"=200'	DEC 2009	
Drawn By:	Checked:	
JHY	MRW	

NO.	REVISIONS	DATE	BY

See Bottom Right of Sheet 6

See Below Left



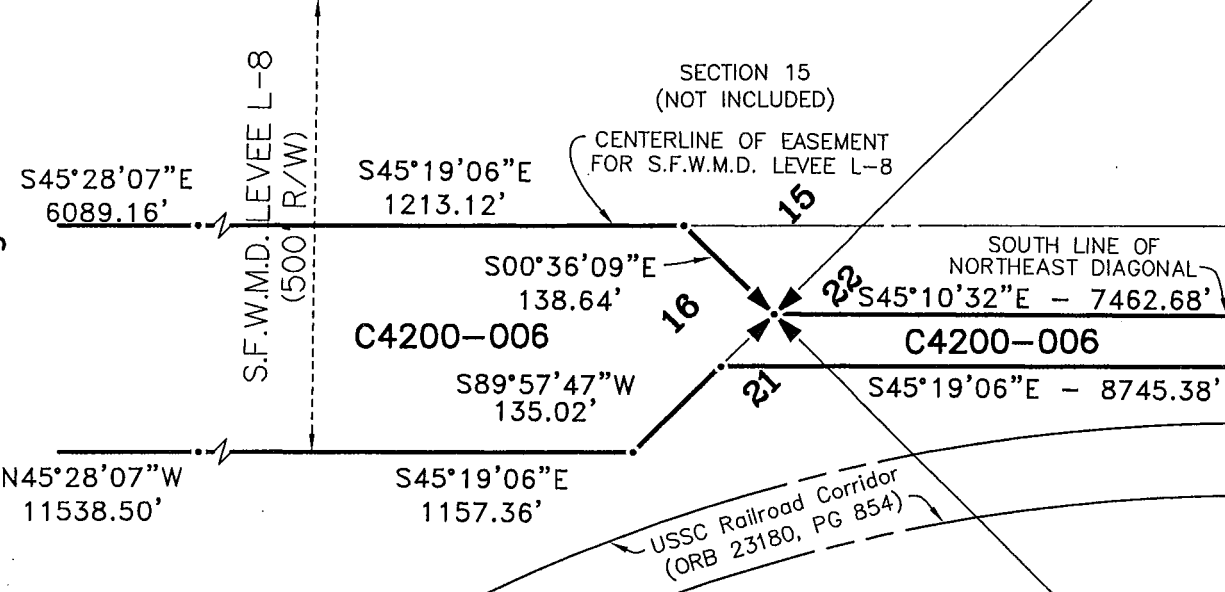
GRAPHIC SCALE



( IN FEET )  
INTENDED DISPLAY SCALE  
1 inch = 200 ft.

See Above Right

See Top Left of Sheet 8



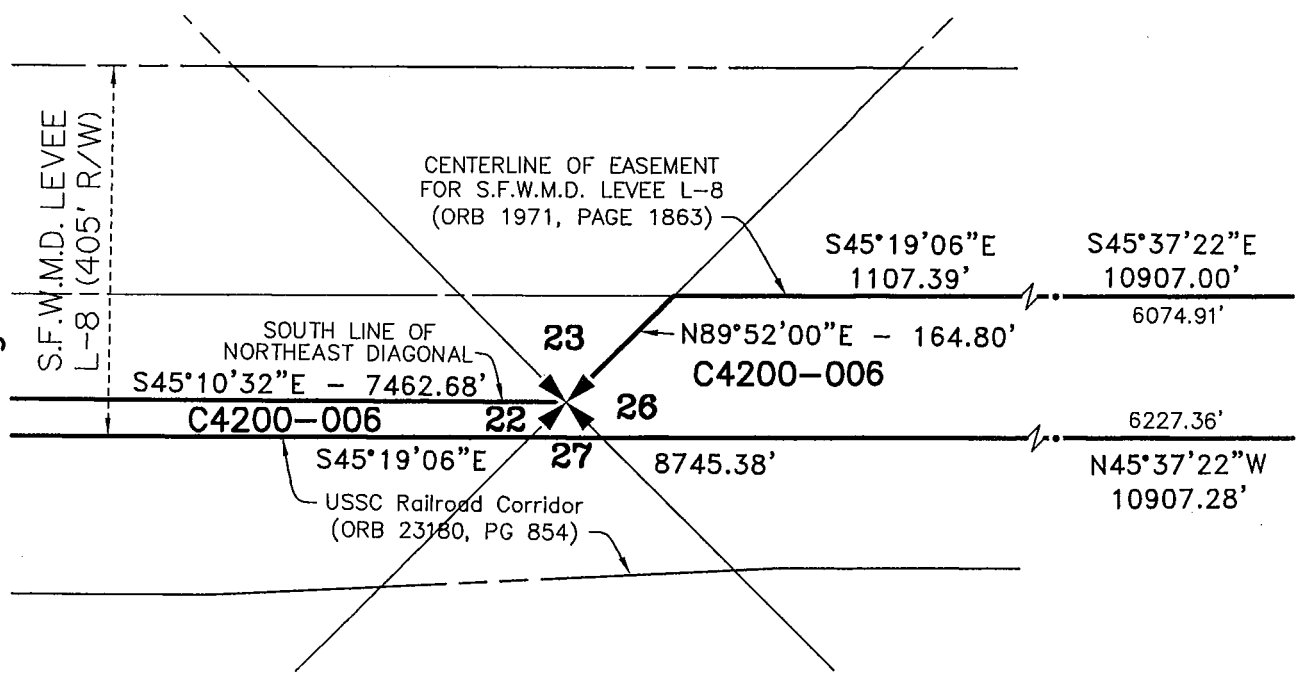
**G C Y**  
INCORPORATED  
PROFESSIONAL SURVEYORS AND MAPPERS  
CERTIFICATE OF AUTHORIZATION LB 4108  
CORPORATE OFFICE: PO BOX 1469 • 1505 SW MARTIN HWY. • PALM CITY, FL 34991 • (800) 386-1068  
TALLAHASSEE OFFICE: 1900 COMMONWEALTH LANE • TALLAHASSEE, FL 32303 • (850) 536-8455

SKETCH OF LEGAL DESCRIPTION FOR: <b>S.F.W.M.D.</b> PALM BEACH COUNTY, FLORIDA		
Scale: 1"=200'	Date: DEC 2009	File & Drawing No.: 08-1050-05
Drawn By: JHY	Checked: MRW	Sheet: 7 OF 9

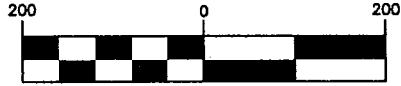
NO.	REVISIONS	DATE	BY

See Bottom Right of Sheet 7

See Below Left



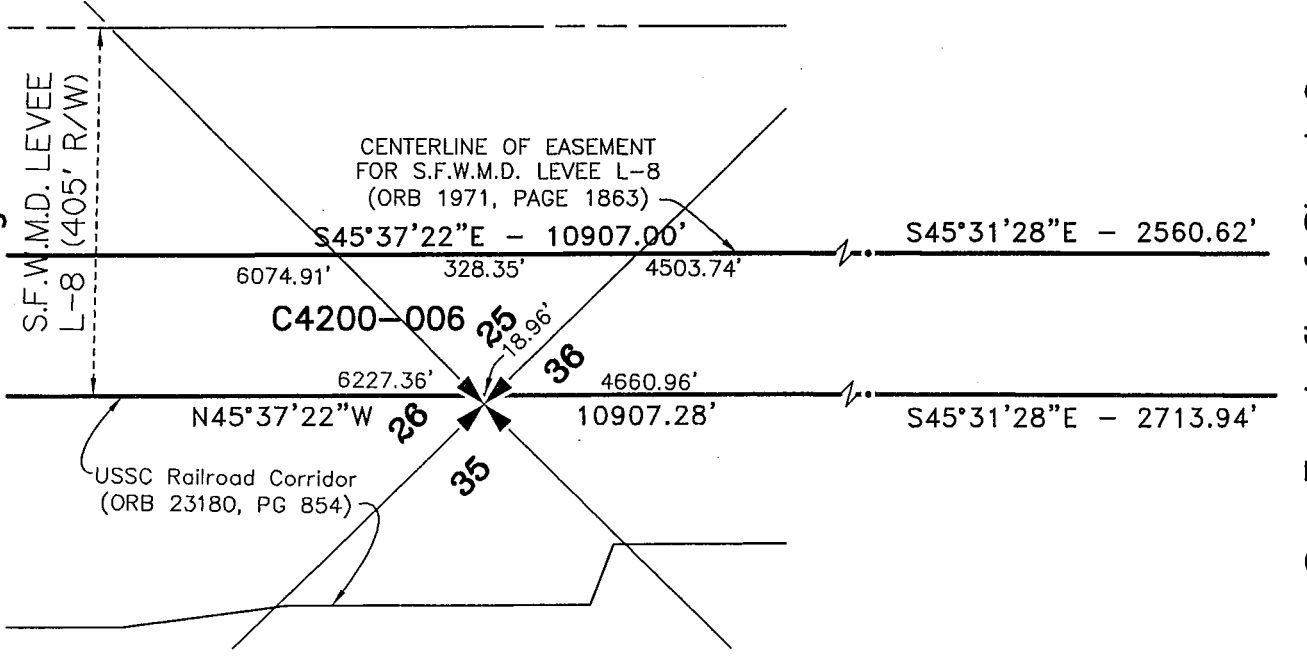
GRAPHIC SCALE



( IN FEET )  
 INTENDED DISPLAY SCALE  
 1 inch = 200 ft.

See Above Right

See Top Left of Sheet 9

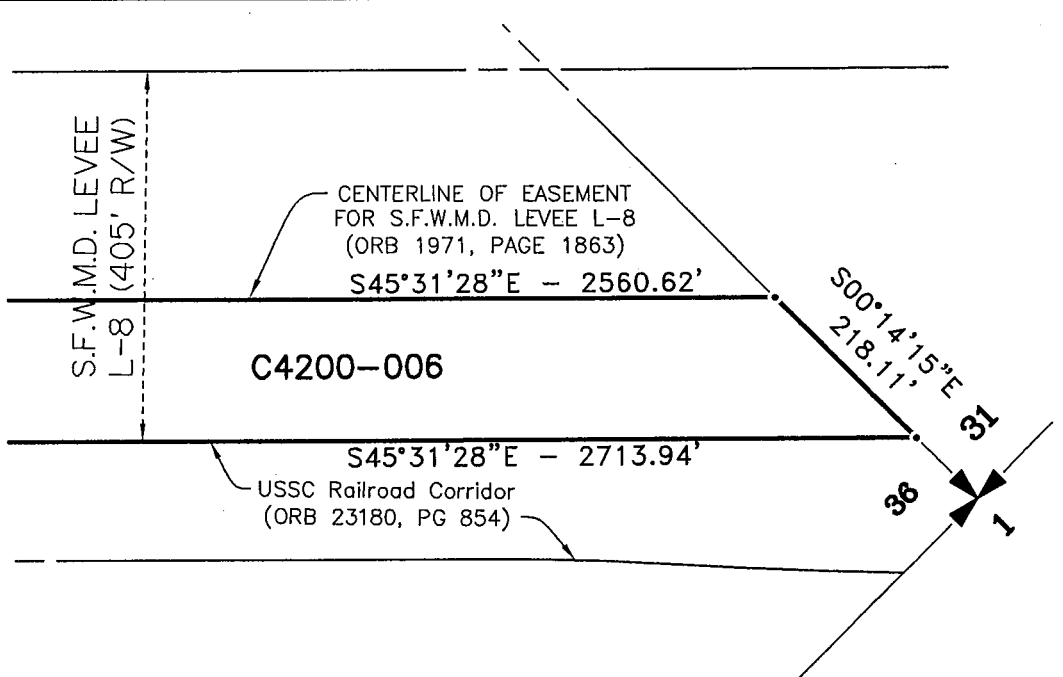


**GCY**  
 INCORPORATED  
 PROFESSIONAL SURVEYORS AND MAPPERS  
 CERTIFICATE OF AUTHORIZATION LB 4108  
 CORPORATE OFFICE TALLAHASSEE OFFICE  
 PO BOX 1489 • 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE  
 PALM CITY, FL 34991 TALLAHASSEE, FL 32303  
 (800) 386-1066 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION FOR;		
<b>S.F.W.M.D.</b>		
PALM BEACH COUNTY,		FLORIDA
Scale: 1"=200'	Date: DEC 2009	File & Drawing No.: 08-1050-05
Drawn By: JHY	Checked: MRW	Sheet 8 OF 9

NO.	REVISIONS	DATE	BY

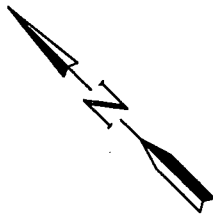
See Bottom Right of Sheet 8



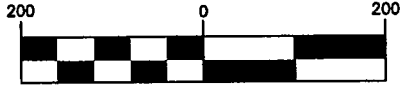
C4200-006

S45°31'28"E - 2713.94'  
 USSC Railroad Corridor  
 (ORB 23180, PG 854)

S00°14'15"E - 218.11'  
 31  
 36  
 1




GRAPHIC SCALE



( IN FEET )  
 INTENDED DISPLAY SCALE  
 1 inch = 200 ft.

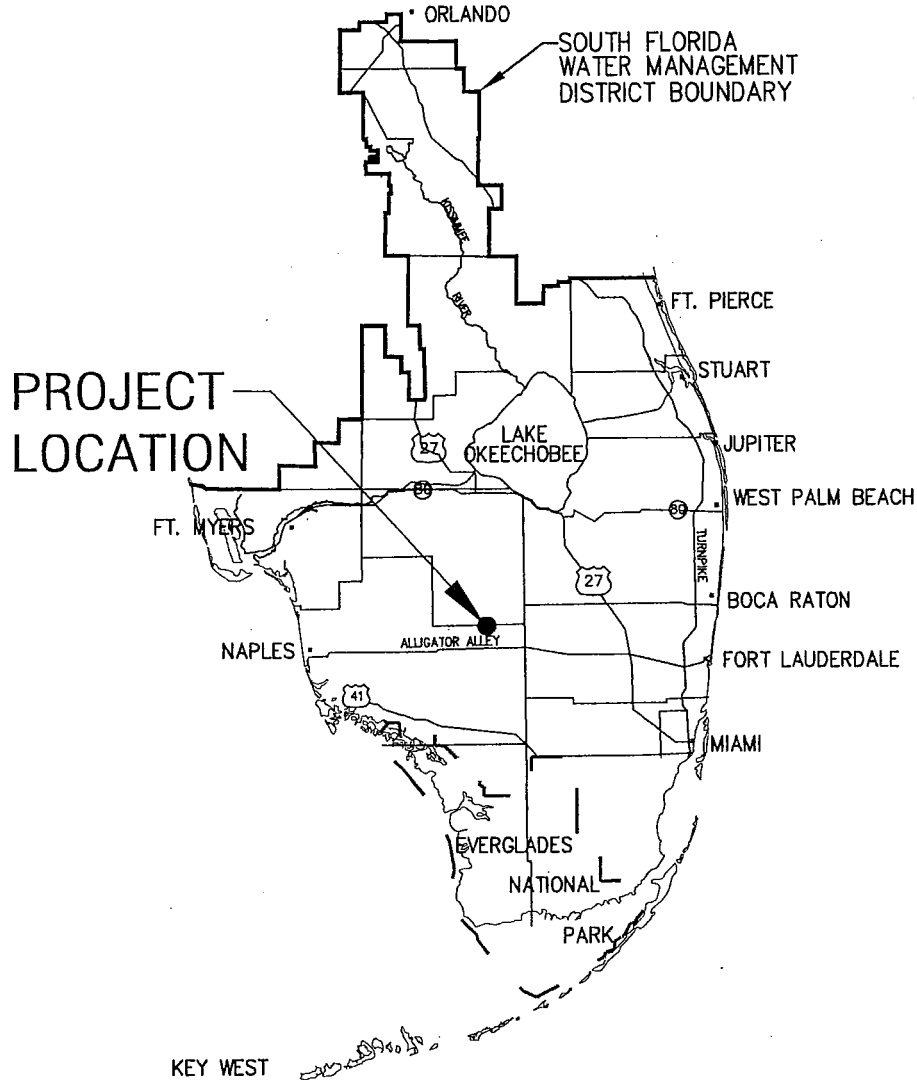
NO.	REVISIONS	DATE	BY

  
**INCORPORATED**  
**PROFESSIONAL SURVEYORS AND MAPPERS**  
 CERTIFICATE OF AUTHORIZATION LB 4108  
 CORPORATE OFFICE: PO BOX 1468 - 1505 SW MARTIN HWY. PALM CITY, FL 34991 (800) 386-1066  
 TALLAHASSEE OFFICE: 1900 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION FOR;  
**S.F.W.M.D.**  
 PALM BEACH COUNTY, FLORIDA

Scale: 1"=200'	Date: DEC 2009	File & Drawing No.: 08-1050-05
Drawn By: JHY	Checked: MRW	Sheet 9 of 9

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**  
 LAND ACQUISITION DEPARTMENT - SURVEY SECTION  
 BOUNDARY SURVEY  
**RIVER OF GRASS TRACT SC-200-006**  
 OF LANDS LYING IN  
 SECTION 31, TOWNSHIP 46 SOUTH, RANGE 34 EAST  
 SECTIONS 5-8, 16-22, 26-36, TOWNSHIP 47 SOUTH, RANGE 34 EAST  
 SECTIONS 1-6, 8-11, TOWNSHIP 48 SOUTH, RANGE 34 EAST  
 HENDRY COUNTY, FLORIDA



**VICINITY MAP**  
**NOT TO SCALE**

<b>LEGEND</b>	
ORB	= OFFICIAL RECORDS BOOK
PG	= PAGE
S.F.W.M.D.	= SOUTH FLORIDA WATER MANAGEMENT DISTRICT
	= GRAPHICAL REPRESENTATION OF A SECTION CORNER
	= GRAPHICAL REPRESENTATION OF A QUARTER CORNER

NO.	REVISIONS	DATE	BY

**INCORPORATED**  
**PROFESSIONAL SURVEYORS AND MAPPERS**  
 CERTIFICATE OF AUTHORIZATION LB 4106  
CORPORATE OFFICE TALLAHASSEE OFFICE  
PO BOX 1469 • 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE  
PALM CITY, FL 34991 TALLAHASSEE, FL 32303  
(800) 386-1066 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION FOR: <b>S.F.W.M.D.</b> HENDRY FLORIDA		
Scale: N.T.S.	Date: 10/2009	File & Drawing No.: 08-1050-05-06
Drawn By: JHY	Checked: A.C.A.	Sheet 1 of 19

LEGAL DESCRIPTION

The following described lands in Hendry County, Florida:

A parcel of land lying in the Southeast 1/4 of Section 32, Township 46 South, Range 34 East, Hendry County, Florida, more particularly described as follows:

From the Southeast corner of the Southeast 1/4 of said Section 32, proceed N 89° 57' 20" W along the South line of said Section 32 a distance of 87.52 feet to the Westerly right-of-way of the South Florida Water Management District's L-3 Levee and Point of Beginning; from said Point of Beginning continue N 89° 57' 20" W, along the South line of said Section 32 a distance of 2,554.05 feet to the Southwest corner of the Southeast 1/4 of said Section 32; thence proceed N 00° 31' 48" W, along the West line of the Southeast 1/4 of said Section 32 a distance of 272.02 feet; thence proceed N 88° 08' 10" E, a distance of 2,556.91 feet to the said Westerly right-of-way of the L-3; thence proceed S 00° 09' 41" E, along said L-3 right-of-way a distance of 357.16 feet to the Point of Beginning;

LESS AND EXCEPT the following described parcel described in Exhibit "A" of Official Records Book 470, page 92: A 200 foot wide strip of land lying in the Southeast 1/4 of Section 32, Township 46 South, Range 34 East, Hendry County, Florida, more particularly described as follows:

From the Southeast corner of the Southeast 1/4 of said Section 32 proceed N 89° 57' 20" W, along the South line of said Section 32 a distance of 87.52 feet to the Westerly right-of-way of the South Florida Water Management District's L-3 Levee; thence proceed N 00° 09' 41" W, along said L-3 right-of-way a distance of 157.07 feet to the Point of Beginning; from said Point of Beginning continue N 00° 09' 41" W, along said L-3 right-of-way a distance of 200.09 feet; thence proceed S 88° 08' 10" W, a distance of 2,556.91 feet to the West line of the Southeast 1/4 of said Section 32; thence proceed S 00° 31' 48" E, along the West line of the Southeast 1/4 of said Section 32 a distance of 200.05 feet to a place that is 71.97 feet N 00° 31' 48" W of the Southwest corner of the Southeast 1/4 of said Section 32; thence proceed N 88° 08' 10" E, a distance of 2,555.63 feet to the Point of Beginning.

AND:

That part of Section 5, Township 47 South, Range 34 East, Hendry County, Florida lying South and West of the right-of-way for the South Florida Water Management District's L-3 Levee;


LESS AND EXCEPT that part thereof described in Exhibit "A" of Official Records Book 451, page 419, Public Records of Hendry County, Florida described as follows:

A 200 foot wide strip of land lying in the Southeast 1/4 of Section 31 and the Southwest 1/4 of Section 32, Township 46 South, Range 34 East, and also lying in the Northwest 1/4 of Section 5 and the Northeast 1/4 of Section 6, Township 47 South, Range 34 East, all in Hendry County, Florida, described as follows:

From the Northwest corner of the Northwest 1/4 of said Section 5 run S 0° 49' 49" E along the West line of said Section 5 a distance of 19.38 feet for the Point of Beginning; thence run S 88° 03' 48" W a distance of 2,641.98 feet to the West line of the Northeast 1/4 of said Section 6; thence run N 0° 49' 50" W along the West line of the Northeast 1/4 of said Section 6 a distance of 112.11 feet to the Southwest corner of the Southeast 1/4 of said Section 31; thence run N 0° 49' 25" W along the West line of the Southeast 1/4 of said Section 31 a distance of 87.93 feet; thence run N 88° 03' 48" E a distance of 2,642.46 feet to a point on the West line of said Section 32, being N 0° 40' 35" W at a distance of 180.67 feet from the Southwest corner of said Section 32 thereof; thence continue N 88° 03' 48" E a distance of 2,642.69 feet to the East line of the Southwest 1/4 of said Section 32; thence run S 0° 31' 48" E along the East line of the Southwest 1/4 of said Section 32 a distance of 200.06 feet to a point being N 0° 31' 48" W at a distance of 71.96 feet from the Southeast corner of the Southwest 1/4 of said Section 32 thereof; thence run S 88° 03' 48" W a distance of 2,642.12 feet to the Point of Beginning.

(CONTINUED)

NO.	REVISIONS	DATE	BY



**G.C.Y.**  
 INCORPORATED  
 PROFESSIONAL SURVEYORS AND MAPPERS  
 CERTIFICATE OF AUTHORIZATION LB 4108  

 CORPORATE OFFICE: 1489 - 1505 SW MARTIN HWY. PALM CITY, FL 34991 (800) 386-1066  
 TALLAHASSEE OFFICE: 1900 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION FOR:		
<b>S.F.W.M.D.</b>		
HENDRY		FLORIDA
Scale:	Date:	File & Drawing No.:
N.T.S.	10/2009	08-1050-05-06
Drawn By:	Checked:	Sheet
JHY	A.C.A.	2 OF 19

(CONTINUED)

AND:

All of Section 6, Township 47 South, Range 34 East, Hendry County, Florida;  
LESS AND EXCEPT that part thereof described in Exhibit "A" of Official Records Book 451, page 419, Public Records of Hendry County, Florida;  
Also LESS AND EXCEPT the following described parcel described in Exhibit "B" of Official Records Book 470, page 92:

A 200 foot wide strip of land lying in the Southwest 1/4 of Section 31, Township 46 South, Range 34 East, and in the Northwest 1/4 of Section 6, Township 47 South, Range 34 East, all in Hendry County, Florida, more particularly described as follows:

From the Point of Beginning, being the Southwest corner of said Section 31, proceed N 88° 16' 58" E, a distance of 1,597.40 feet; thence proceed N 87° 59' 26" E, a distance of 1,044.51 feet to the East line of the Southwest 1/4 of said Section 31; thence proceed S 00° 49' 25" E, along the East line of the Southwest 1/4 of said Section 31 a distance of 87.93 feet to the Northeast corner of the Northwest 1/4 of said Section 6; thence proceed S 00° 49' 50" E along the East line of the Northwest 1/4 of said Section 6 a distance of 112.11 feet; thence proceed S 87° 59' 26" W, a distance of 1,040.86 feet; thence proceed S 88° 16' 58" W, a distance of 1,601.04 feet to the West line of said Section 6; thence proceed N 00° 49' 51" W, a distance of 200.02 feet to the Point of Beginning.

TOGETHER WITH a perpetual non-exclusive easement running with the land for ingress, egress, and roadway purposes generally over and across the Easterly 150 feet of the Westerly 500 feet of the parcel described in Exhibit "B" of Official Records Book 470, page 92.

AND:

All of Section 7, Township 47 South, Range 34 East, Hendry County, Florida.

AND:

That part of Section 8, Township 47 South, Range 34 East, Hendry County, Florida lying South and West of the right-of-way for the South Florida Water Management District's L-3 Levee.

AND:

That part of Section 9, Township 47 South, Range 34 East, Hendry County, Florida lying South and West of the right-of-way for the South Florida Water Management District's L-3 Levee.

AND:

That part of Section 16, Township 47 South, Range 34 East, Hendry County, Florida lying South and West of the right-of-way for the South Florida Water Management District's L-3 Levee.

AND:


All of Section 17, Township 47 South, Range 34 East, Hendry County, Florida.

AND:

All of Section 18, Township 47 South, Range 34 East, Hendry County, Florida.

AND:

(CONTINUED)

 <p><b>GCOY</b> INCORPORATED PROFESSIONAL SURVEYORS AND MAPPERS CERTIFICATE OF AUTHORIZATION LE 4108</p>		SKETCH OF LEGAL DESCRIPTION FOR: <b>S.F.W.M.D.</b>	
		HENDRY FLORIDA	
Scale:	Date:	File & Drawing No.:	
N.T.S.	10/2009	08-1050-05-06	
Drawn By:	Checked:	Sheet	
JHY	A.C.A.	3 OF 19	

NO.	REVISIONS	DATE	BY

(CONTINUED)

All of Section 19, Township 47 South, Range 34 East, Hendry County, Florida.

AND:

All of Section 20, Township 47 South, Range 34 East, Hendry County, Florida.

AND:

That part of Section 21, Township 47 South, Range 34 East, Hendry County, Florida lying South and West of the right-of-way for the South Florida Water Management District's L-3 Levee.

AND:

That part of Section 22, Township 47 South, Range 34 East, Hendry County, Florida lying South and West of the right-of-way for the South Florida Water Management District's L-3 Levee.

AND:

All of Section 26, Township 47 South, Range 34 East, Hendry County, Florida lying South and West of the right-of-way for the South Florida Water Management District's L-3 Levee.

AND:

That part of Section 27, Township 47 South, Range 34 East, Hendry County, Florida lying South and West of the right-of-way for the South Florida Water Management District's L-3 Levee.

AND:

All of Section 28, Township 47 South, Range 34 East, Hendry County, Florida.

AND:

All of Section 29, Township 47 South, Range 34 East, Hendry County, Florida.

AND:

All of Section 30, Township 47 South, Range 34 East, Hendry County, Florida;  
LESS AND EXCEPT that portion of Section 30, Township 47 South, Range 34 East, Hendry County, Florida lying South and West of the Northerly and Easterly right-of-way line of the South Florida Water Management District Levee L-28.

AND:

All of Section 31, Township 47 South, Range 34 East, Hendry County, Florida.

AND:

All of Section 32, Township 47 South, Range 34 East, Hendry County, Florida.


AND:

All of Section 33, Township 47 South, Range 34 East, Hendry County, Florida.

AND:

(CONTINUED)

NO.	REVISIONS	DATE	BY

  
**INCORPORATED**  
**PROFESSIONAL SURVEYORS AND MAPPERS**  
**CERTIFICATE OF AUTHORIZATION LB 4108**  
 CORPORATE OFFICE: 1489 +1505 SW MARTIN HWY. PALM CITY, FL 34981 (800) 386-1066  
 TALLAHASSEE OFFICE: 1990 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION FOR:			
<b>S.F.W.M.D.</b>			
HENDRY		FLORIDA	
Scale:	Date:	File & Drawing No.:	
N.T.S.	10/2009	08-1050-05-06	
Drawn By:	Checked:	Sheet	
JHY	A.C.A.	4 OF 19	

(CONTINUED)

All of Section 34, Township 47 South, Range 34 East, Hendry County, Florida.

AND:

That part of Section 35, Township 47 South, Range 34 East, Hendry County, Florida lying South and West of the right-of-way for the South Florida Water Management District's L-3 Levee.

AND:

That part of Section 36, Township 47 South, Range 34 East, Hendry County, Florida lying South and West of the right-of-way for the South Florida Water Management District's L-3 Levee.

AND:

That part of Section 1, Township 48 South, Range 34 East, Hendry County, Florida lying South and West of the right-of-way for the South Florida Water Management District's L-3 Levee.

AND:

All of Section 2, Township 48 South, Range 34 East, Hendry County, Florida.

AND:

All of Section 3, Township 48 South, Range 34 East, Hendry County, Florida.

AND:

All of Section 4, Township 48 South, Range 34 East, Hendry County, Florida.

AND:

All of Section 5, Township 48 South, Range 34 East, Hendry County, Florida.

AND:

All of Section 6, Township 48 South, Range 34 East, Hendry County, Florida.

AND:

All of Section 8, Township 48 South, Range 34 East, Hendry County, Florida.

AND:

All of Section 9, Township 48 South, Range 34 East, Hendry County, Florida.


AND:

All of Section 10, Township 48 South, Range 34 East, Hendry County, Florida.

AND:

(CONTINUED)

NO.	REVISIONS	DATE	BY



**GCY**  
INCORPORATED  
PROFESSIONAL SURVEYORS AND MAPPERS  
CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE: PO BOX 1469 • 1505 SW MARTIN HWY. PALM CITY, FL 34981 (800) 386-1055  
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SKETCH OF LEGAL DESCRIPTION FOR:  
**S.F.W.M.D.**

HENDRY FLORIDA

Scale: N.T.S.	Date: 10/2009	File & Drawing No.: 08-1050-05-06
Drawn By: JHY	Checked: A.C.A.	Sheet 5 OF 19

(CONTINUED)

All of Section 11, Township 48 South, Range 34 East, Hendry County, Florida.

AND:

A strip of land varying in widths in Sections 5, 8, 9, 16, 21, 22, 26, 27, 35 and 36, Township 47 South, Range 34 East, and in Section 1, Township 48 South, Range 34 East; said strip of land being more particularly described as follows:  
 From an original State Pipe marking the Northeast corner of said Section 5 bear N 89° 57' 20" W, along the North line of said Section 5, a distance of 57.52 feet to the Point of Beginning; from said Point of Beginning continue N 89° 57' 20" W, along said line a distance of 30.00 feet; thence S 00° 09' 41" E, a distance of 5298.19 feet to a point on the North line of said Section 8; said point bears N 89° 56' 25" W, a distance of 138.48 feet from the Northeast corner of said Section 8; thence S 89° 56' 25" E, along the North line of said Section 8 a distance of 15.00 feet; thence S 00° 09' 41" E, a distance of 4829.16 feet; thence S 38° 22' 13" E, a distance of 20,890.49 feet to a point on the South line of said Section 26, said point bears S 89° 54' 01" E, a distance of 2016.07 feet from a State Pipe marking the Southwest corner of said Section 26; thence N 89° 54' 01" W, along the South line of said Section 26 a distance of 127.72 feet; thence S 38° 22' 13" E, a distance of 13,125.65 feet to a point on the South line of said Section 1; said point bears S 89° 14' 26" W, a distance of 694.29 feet from a concrete monument marking the Southeast corner of said Section 1; thence N 89° 14' 26" E, along the South line of said Section 1 a distance of 195.66 feet; thence N 38° 22' 13" W, a distance of 13,121.89 feet to a point on the North line of said Section 35; said point bears S 89° 54' 01" E, a distance of 2086.32 feet from the Northwest corner of said Section 35; thence N 89° 54' 01" W, along the North line of said Section 35 a distance of 6.39 feet; thence N 38° 22' 13" W, a distance of 20,969.48 feet; thence N 00° 09' 41" W, a distance of 10,065.52 feet to the Point of Beginning.

Surveyor's Notes

1. This sketch and legal description is based on office information only and does not represent a boundary survey.
2. This Legal Description shall not be valid unless:
  - A) Provided in its entirety consisting of 19 sheets, with sheets 7 - 19 being the sketch of description.
  - B) Reproductions of the description and sketch are signed and sealed with an embossed Surveyor's seal.
3. Bearings shown hereon are referenced to the North line of Section 6, Township 47 South, Range 34 East, said line bearing North 89°56'02" West.
4. The legal description shown and described hereon contains 17,903.37± acres

Certification


(Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper)

I hereby certify that the Sketch and Legal Description of the property shown and described hereon was completed under my direction and said Sketch and Description is true and correct to the best of my knowledge and belief.

I further certify that this sketch and description meets the Minimum Technical Standards for Surveys set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. The Sketch and Description is based on information furnished by client or client's representative.

12-11-2009  
Date of Signature

\_\_\_\_\_  
Albert C. Allen, III  
Professional Surveyor and Mapper  
Florida Certificate No. 4130



**GCY**  
INCORPORATED  
PROFESSIONAL SURVEYORS AND MAPPERS  
CERTIFICATE OF AUTHORIZATION LB 4108  
CORPORATE OFFICE: PO BOX 1489 • 1505 SW MARTIN HWY. PALM CITY, FL 34991 (800) 356-1056  
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SKETCH OF LEGAL DESCRIPTION FOR:  
**S.F.W.M.D.**  
HENDRY FLORIDA

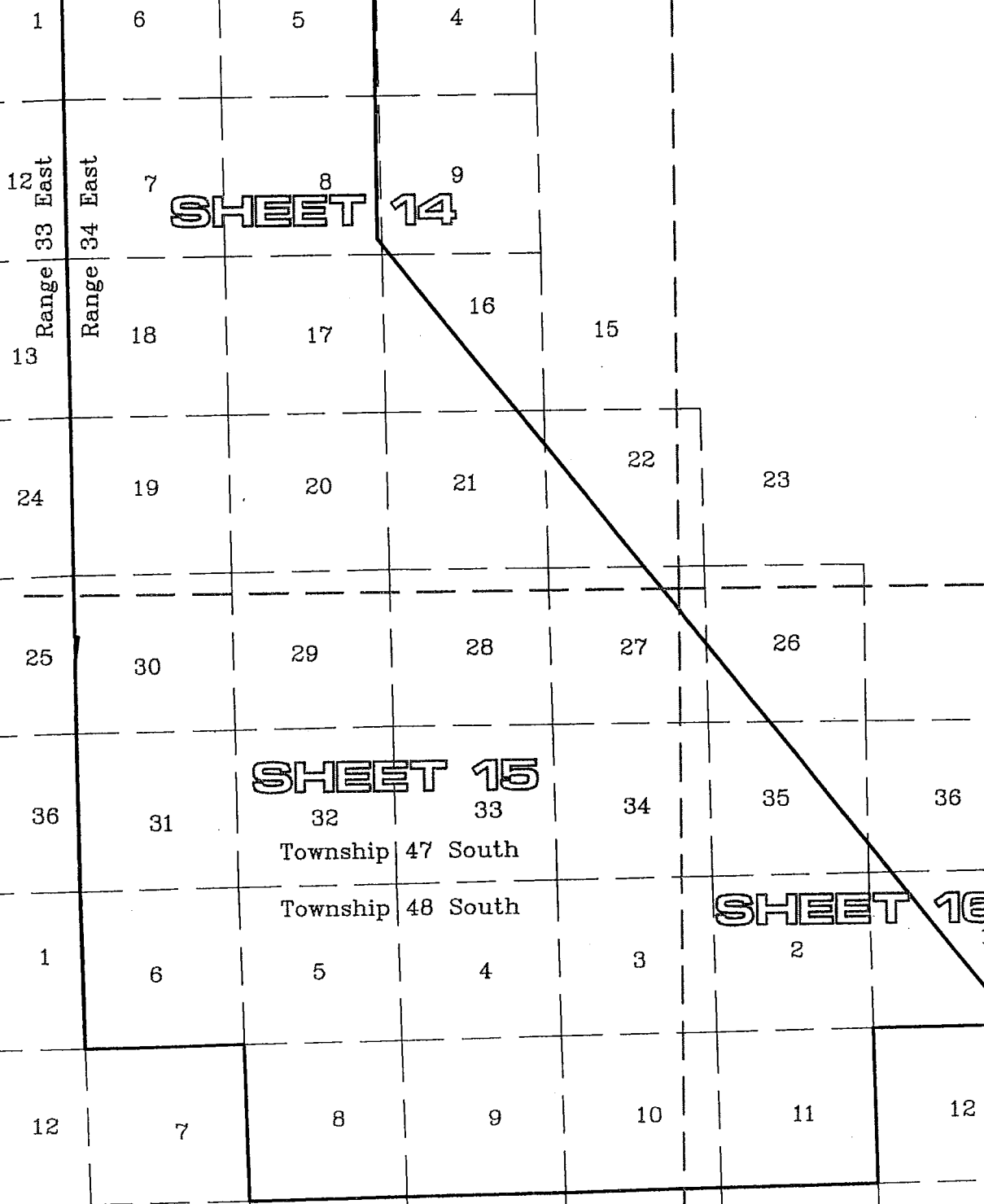
Scale: N.T.S.	Date: 10/2009	File & Drawing No.: 08-1050-05-06
Drawn By: JHY	Checked: A.C.A.	Sheet 6 OF 19

NO.	REVISIONS	DATE	BY

(NOT TO SCALE)



Township 46 South  
Township 47 South



**SHEET 14**


**SHEET 15**

**SHEET 16**

Township 47 South

Township 48 South

NO.	REVISIONS	DATE	BY

  
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 TALLAHASSEE OFFICE: 1990 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8455

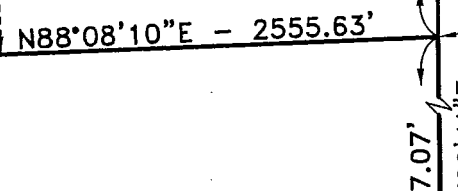
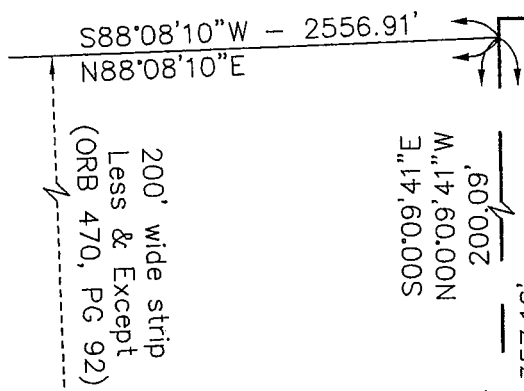
SKETCH OF LEGAL DESCRIPTION FOR:  
**S.F.W.M.D.**  
 HENDRY FLORIDA

Scale: AS NOTED	Date: 10/2009	File & Drawing No.: 08-1050-05-06
Drawn By: JHY	Checked: A.C.A.	Sheet 7 OF 19

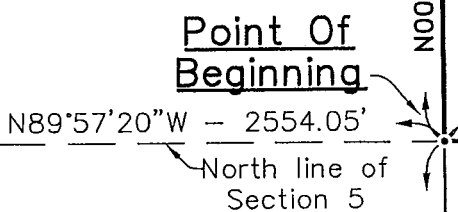
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CONTINUED ON SHEET 9



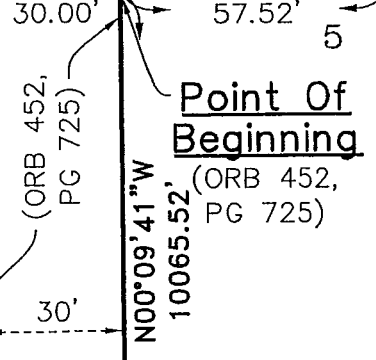
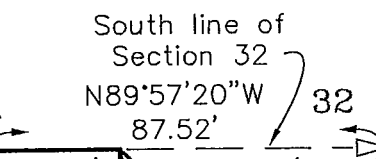
**SE 1/4**  
 Section 32,  
 Township 46 South,  
 Range 34 East



**SC-200-006**  
 Section 5,  
 Township 47 South,  
 Range 34 East

**Point Of Beginning**  
 Less & Except  
 ("Exhibit A"  
 ORB 470, PG 92)

Westerly right-of-way  
 of S.F.W.M.D. L-3 Levee



**Point Of Beginning**  
 (ORB 452,  
 PG 725)

**Point Of Commencement**  
 SE corner of the SE  
 1/4 of Section 32  
 NE corner of  
 Section 5

CONTINUED ON SHEET 16

Detail of area on Sheet 13

**GCY**  
 INCORPORATED  
 PROFESSIONAL SURVEYORS AND MAPPERS  
 CERTIFICATE OF AUTHORIZATION LB 4108  
 CORPORATE OFFICE TALLAHASSEE OFFICE  
 PO BOX 1469 • 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE  
 PALM CITY, FL 34991 TALLAHASSEE, FL 32303  
 (800) 386-1066 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION FOR:  
**S.F.W.M.D.**  
 HENDRY FLORIDA

Scale: AS NOTED  
 Date: 10/2009  
 Drawn By: JHY  
 Checked: A.C.A.

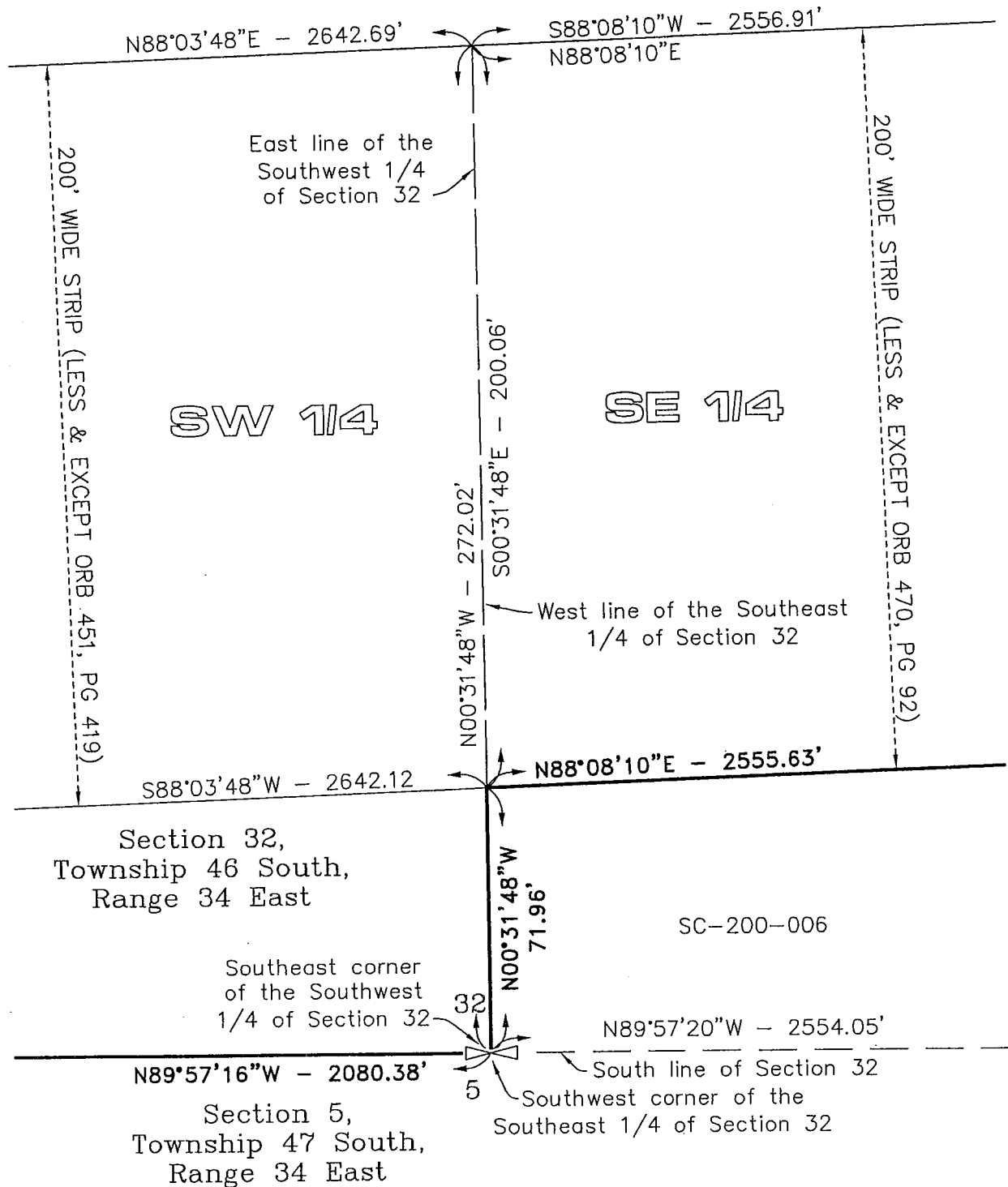
File & Drawing No.: 08-1050-05-06  
 Sheet 8 OF 19

NO.	REVISIONS	DATE	BY

(Intended Display Scale: 1"=40')

CONTINUED ON SHEET 10

8 LEEHS NO CONTINUED



Detail of area on Sheet 13

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 INCORPORATED  
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 CORPORATE OFFICE: 1469 • 1505 SW MARTIN HWY. PALM CITY, FL 34991 (800) 386-1066  
 TALLAHASSEE OFFICE: 1990 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION FOR:		S.F.W.M.D.	
HENDRY		FLORIDA	
Scale:	Date:	File & Drawing No.:	
AS NOTED	10/2009	08-1050-05-06	
Drawn By:	Checked:	Sheet	
JHY	A.C.A.	9 OF 19	

NO.	REVISIONS	DATE	BY

(Intended Display Scale: 1"=40')



CONTINUED ON SHEET 11

CONTINUED ON SHEET 9

N88°03'48"E - 2642.46'      N88°03'48"E - 2642.69'

200' WIDE STRIP  
(LESS & EXCEPT ORB 451, PG 419)

SE 1/4

SW 1/4

N00°40'35"W - 180.67'

West line of Section 32

Point Of Commencement

NW CORNER OF THE  
NW 1/4 OF SECTION 5  
("EXHIBIT B"  
ORB 451, PG 419)

SW corner of  
Section 32

Township 46 South

Township 47 South

S88°03'48"W - 2641.98'

S00°49'49"E - 19.38'

S88°03'48"W - 2642.12'

S88°03'48"W - 561.10'

N89°57'16"W  
2080.38'

Point Of Beginning  
("EXHIBIT B"  
ORB 451, PG 419)

West line of  
Section 5

NE 1/4

SC-200-006

NW 1/4

SC-200-006

Detail of area on Sheet 13



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TALLAHASSEE OFFICE: 1990 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8456

SKETCH OF LEGAL DESCRIPTION FOR:

**S.F.W.M.D.**

HENDRY

FLORIDA

Scale: AS NOTED

Date: 10/2009

Drawn By: JHY

Checked: A.C.A.

File & Drawing No.: 08-1050-05-06

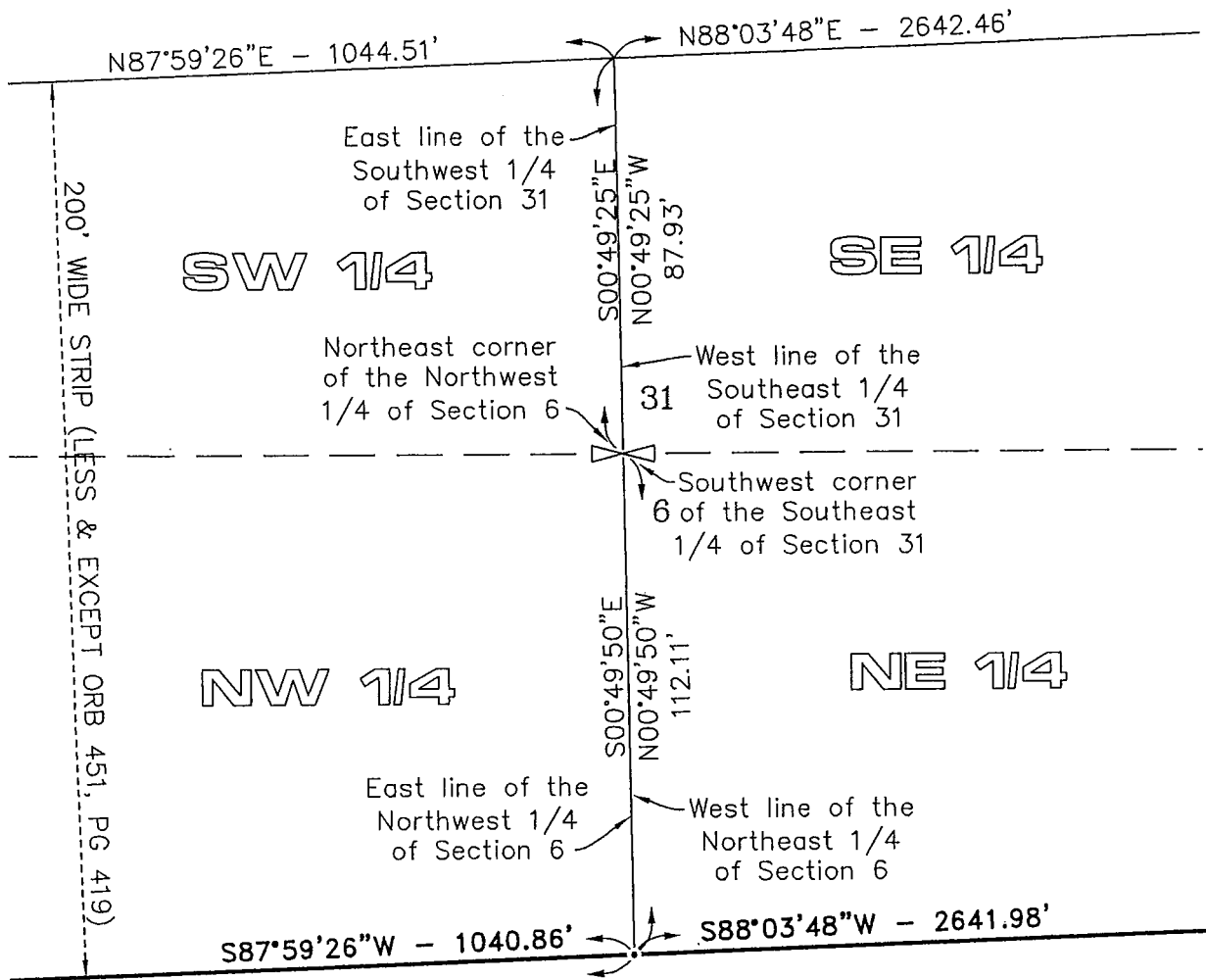
Sheet 10 OF 19

NO.	REVISIONS	DATE	BY

(Intended Display Scale: 1"=40')

CONTINUED ON SHEET 12

CONTINUED ON SHEET 10



SC-200-006

Detail of area on Sheet 13

**G C Y**  
**INCORPORATED**  
**PROFESSIONAL SURVEYORS AND MAPPERS**  
**CERTIFICATE OF AUTHORIZATION LB 4106**

CORPORATE OFFICE: TALLAHASSEE OFFICE  
 PO BOX 1469 • 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE  
 PALM CITY, FL 34991 TALLAHASSEE, FL 32303  
 (800) 386-1066 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION FOR:  
**S.F.W.M.D.**  
 HENDRY FLORIDA

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 Checked: A.C.A.

File & Drawing No.: 08-1050-05-06  
 Sheet 11 OF 19

NO.	REVISIONS	DATE	BY

(Intended Display Scale: 1"=40')

SW 1/4

North line of Section 6,  
Township 47 South, Range 34 East

N

36

31

N88°16'58"E - 1597.40

(Reference Bearing) North 89°56'02" West

**Point Of Beginning**

Southwest corner of  
Section 31  
("EXHIBIT B"  
ORB 470, PG 92)

Easterly 150' of Westerly 500'  
Perpetual Non-Exclusive  
Ingress, Egress & Roadway  
Purposes Easement  
("EXHIBIT B"  
ORB 470, PAGE 92)

11

SHEET

ON

CONTINUED

11

11

Range 33 East

N00°49'51"W - 200.02'

Range 34 East

West line of  
Section 6

200' WIDE STRIP (LESS & EXCEPT  
"EXHIBIT B" ORB 470, PG 92)

Westerly 500'

NW 1/4

S88°16'58"W - 1601.04'

S00°45'43"E  
5124.56'

SC-200-006

Detail of area on Sheet 13



INCORPORATED  
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CORPORATE OFFICE TALLAHASSEE OFFICE  
PO BOX 1488 • 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE  
PALM CITY, FL 34981 TALLAHASSEE, FL 32303  
(800) 386-1086 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION FOR:

S.F.W.M.D.

HENDRY

FLORIDA

Scale: AS NOTED  
Date: 10/2009

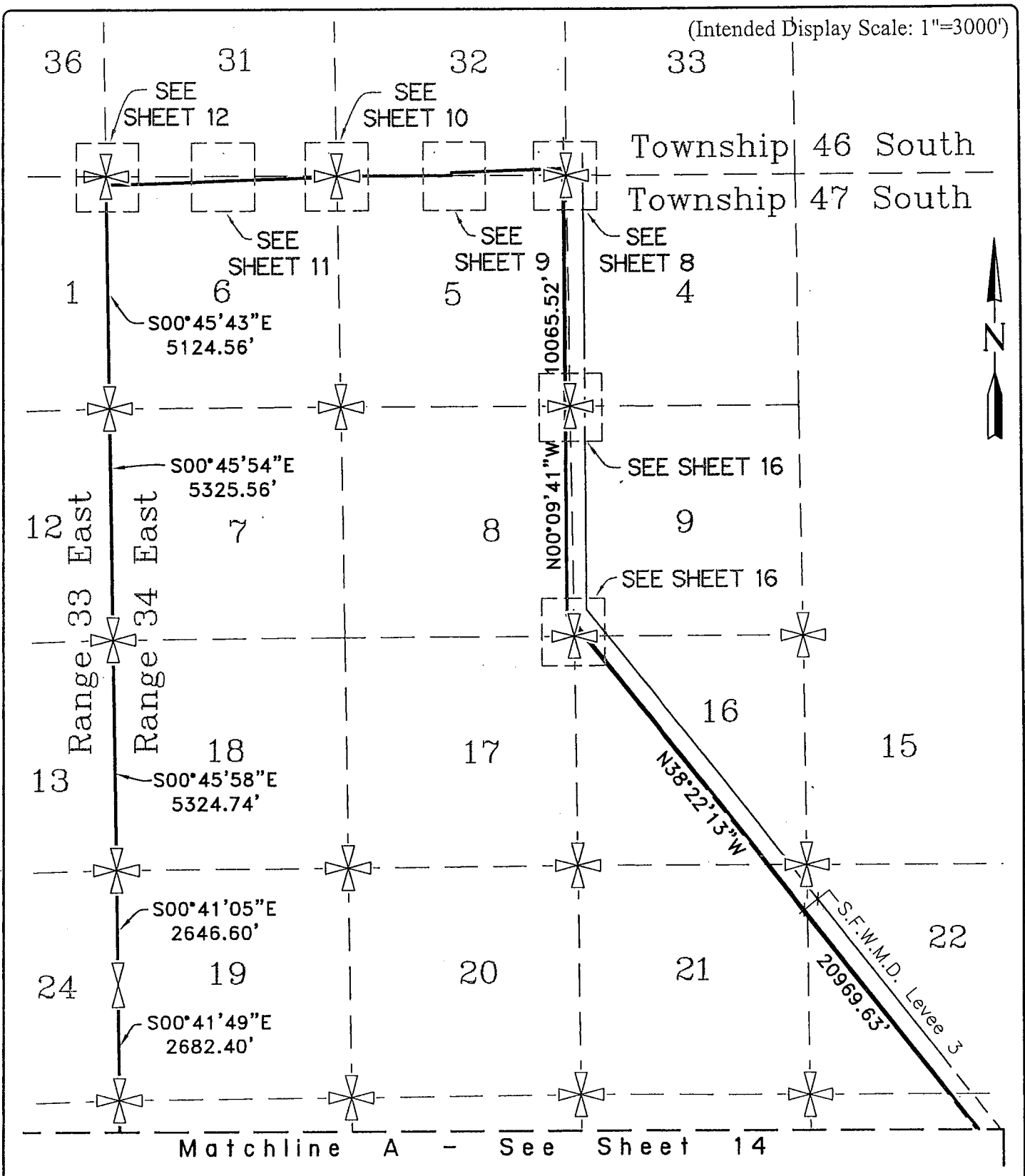
Drawn By: JHY  
Checked: A.C.A.

File & Drawing No.: 08-1050-05-06

Sheet 12 of 19

NO.	REVISIONS	DATE	BY

(Intended Display Scale: 1"=3000')



Matchline A - See Sheet 14

NO.	REVISIONS	DATE	BY

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CERTIFICATE OF AUTHORIZATION LB 4108

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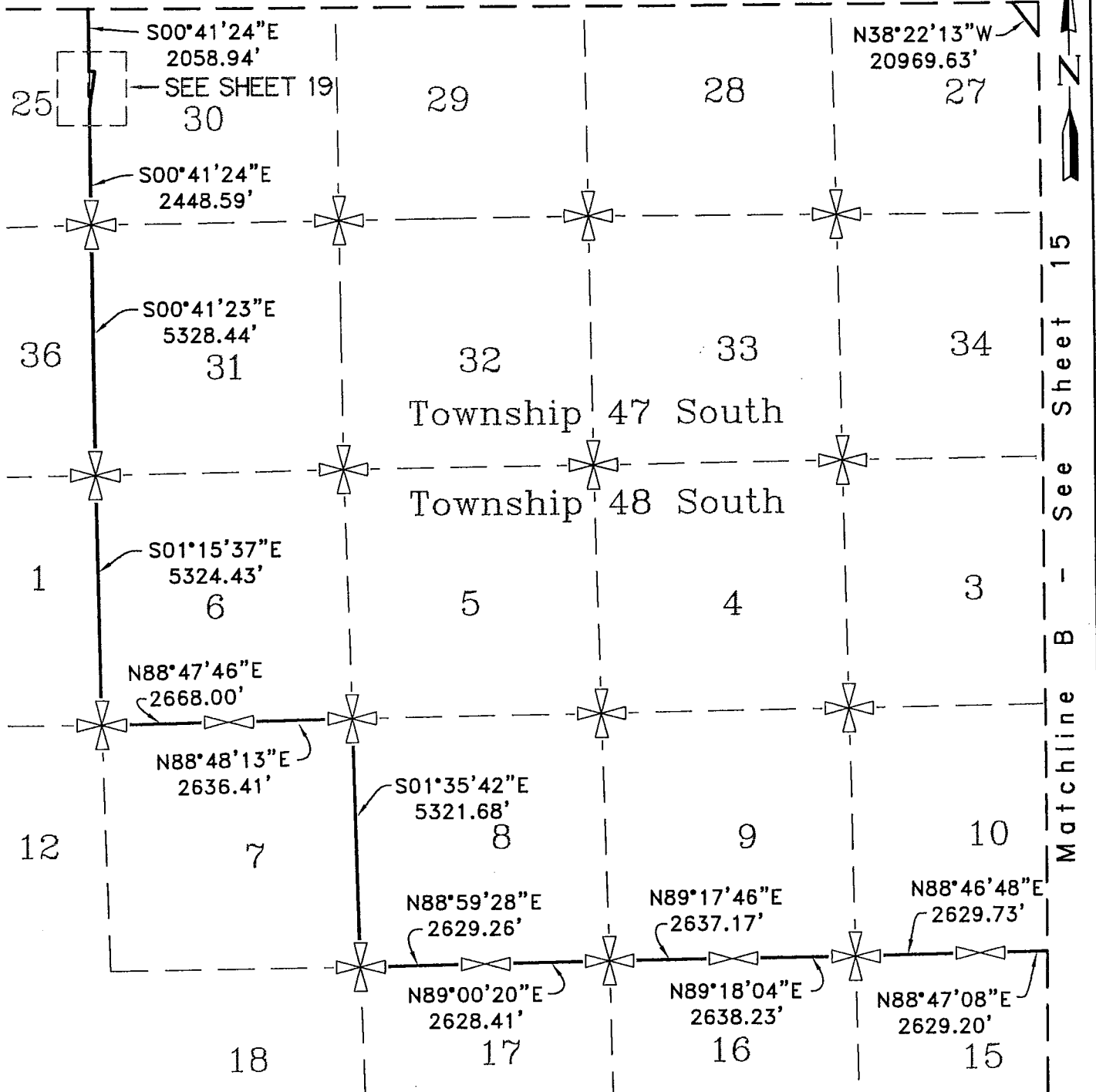
SKETCH OF LEGAL DESCRIPTION FOR:  
**S.F.W.M.D.**

HENDRY FLORIDA

Scale: AS NOTED	Date: 10/2009	File & Drawing No.: 08-1050-05-06
Drawn By: JHY	Checked: A.C.A.	Sheet 13 of 19

(Intended Display Scale: 1"=3000')

Matchline A - See Sheet 13



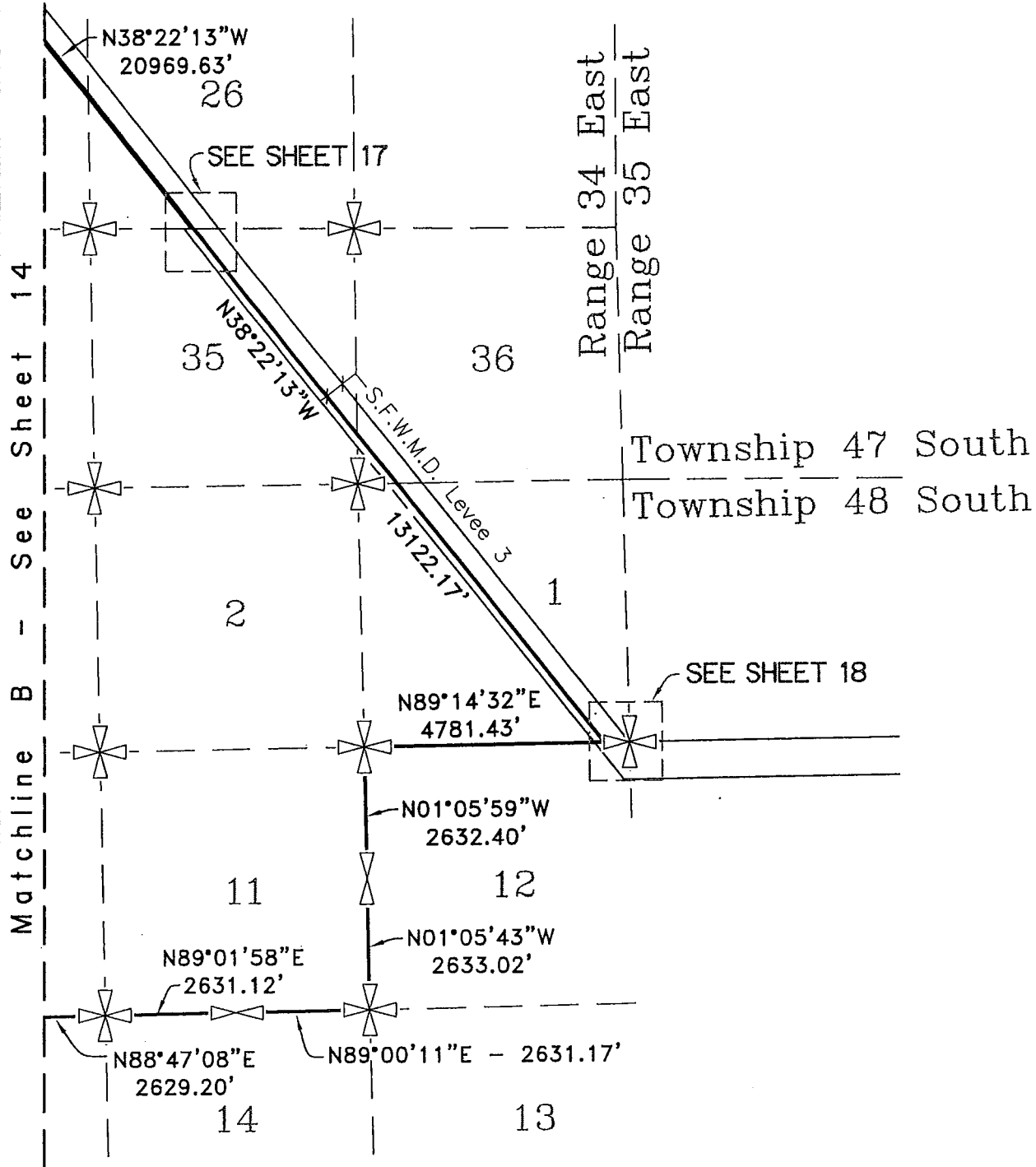
**GCY**  
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SKETCH OF LEGAL DESCRIPTION FOR:		
<b>S.F.W.M.D.</b>		
HENDRY		FLORIDA
Scale:	Date:	File & Drawing No.:
AS NOTED	10/2009	08-1050-05-06
Drawn By:	Checked:	Sheet
JHY	A.C.A.	14 OF 19

NO.	REVISIONS	DATE	BY

(Intended Display Scale: 1"=3000')



  
**INCORPORATED**  
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 PALM CITY, FL 34991 TALLAHASSEE, FL 32303  
 (800) 386-1065 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION FOR:  
**S.F.W.M.D.**  
 HENDRY FLORIDA

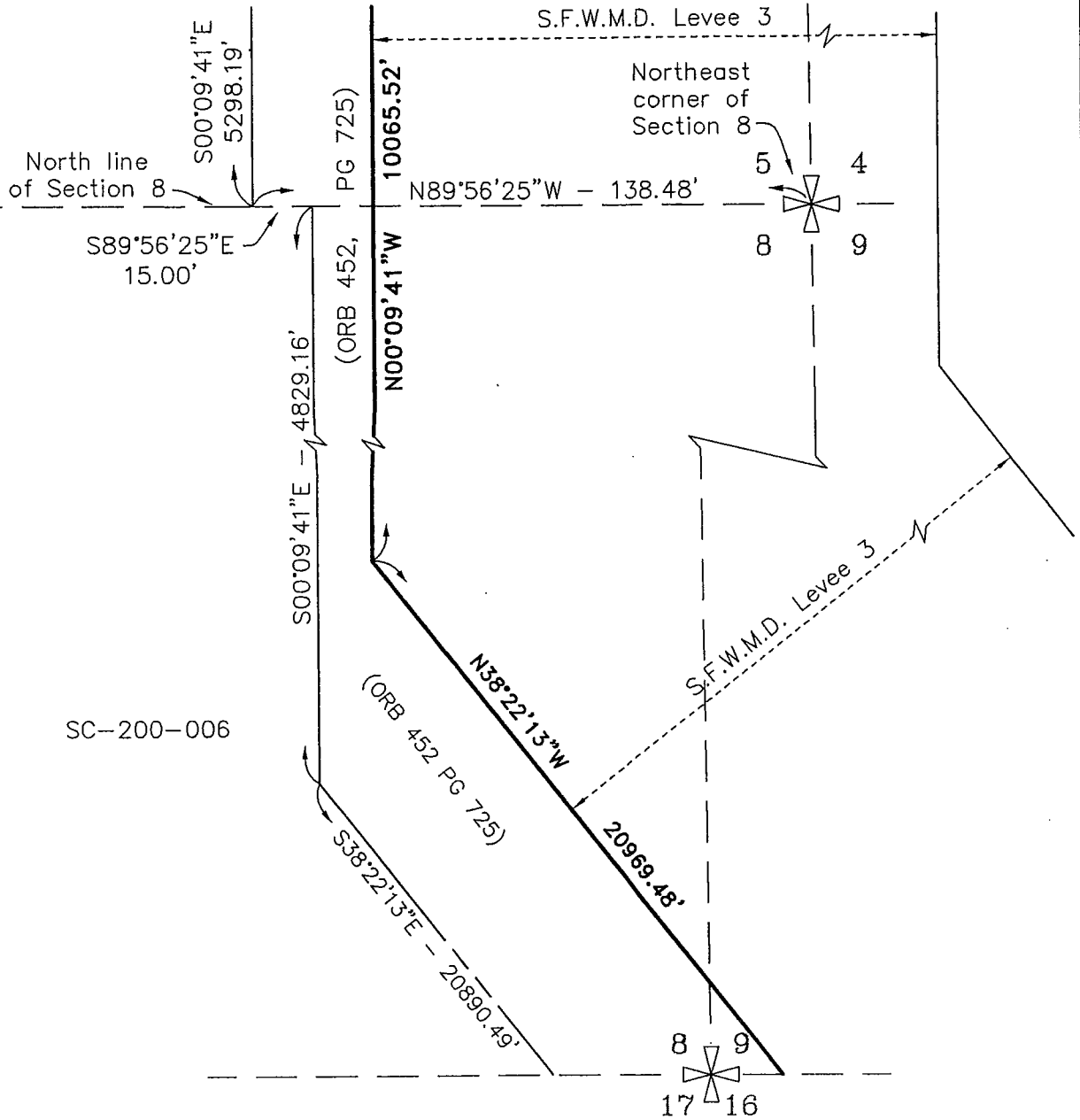
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Drawn By: JHY	Checked: A.C.A.

File & Drawing No.: 08-1050-05-06
Sheet 15 of 19

NO.	REVISIONS	DATE	BY

(Intended Display Scale: 1"=40')

CONTINUED ON SHEET 8



CONTINUED ON SHEET 17



INCORPORATED  
PROFESSIONAL SURVEYORS AND MAPPERS  
CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE: TALLAHASSEE OFFICE  
PO BOX 1489 - 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE  
PALM CITY, FL 34991 TALLAHASSEE, FL 32303  
(800) 386-1066 (850) 536-8455

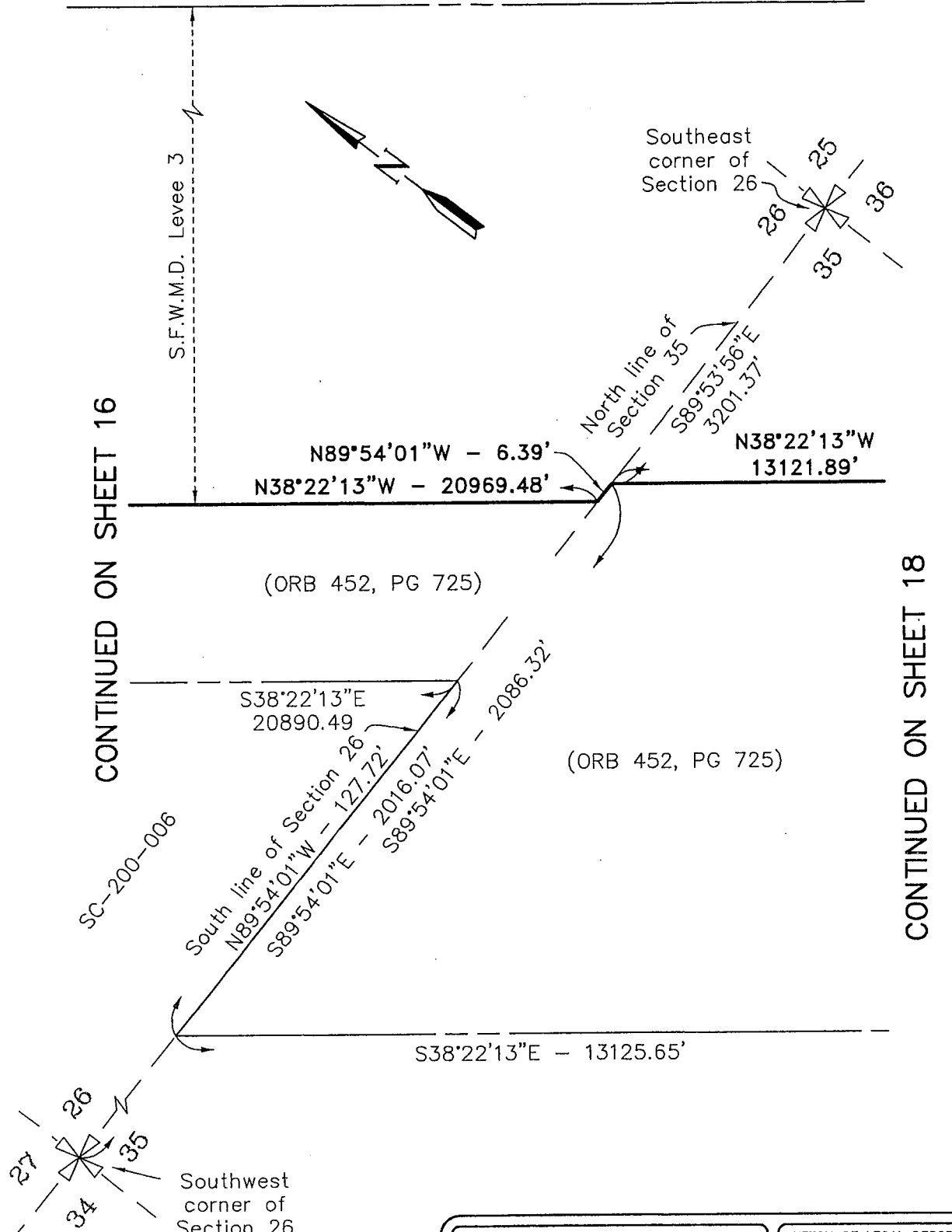
SKETCH OF LEGAL DESCRIPTION FOR:  
**S.F.W.M.D.**  
HENDRY FLORIDA

Scale: AS NOTED  
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Drawn By: JHY  
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Sheet 16 OF 19

NO.	REVISIONS	DATE	BY

(Intended Display Scale: 1"=40')



CONTINUED ON SHEET 16

CONTINUED ON SHEET 18

S.F.W.M.D. Levee 3

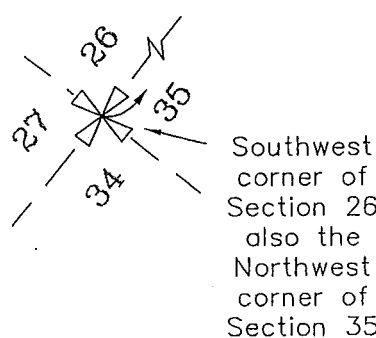
(ORB 452, PG 725)

(ORB 452, PG 725)

SC-200-006

South line of Section 26  
 N89°54'01"W - 127.72'  
 S89°54'01"E - 2016.07'

S38°22'13"E - 13125.65'



Southwest corner of Section 26 also the Northwest corner of Section 35

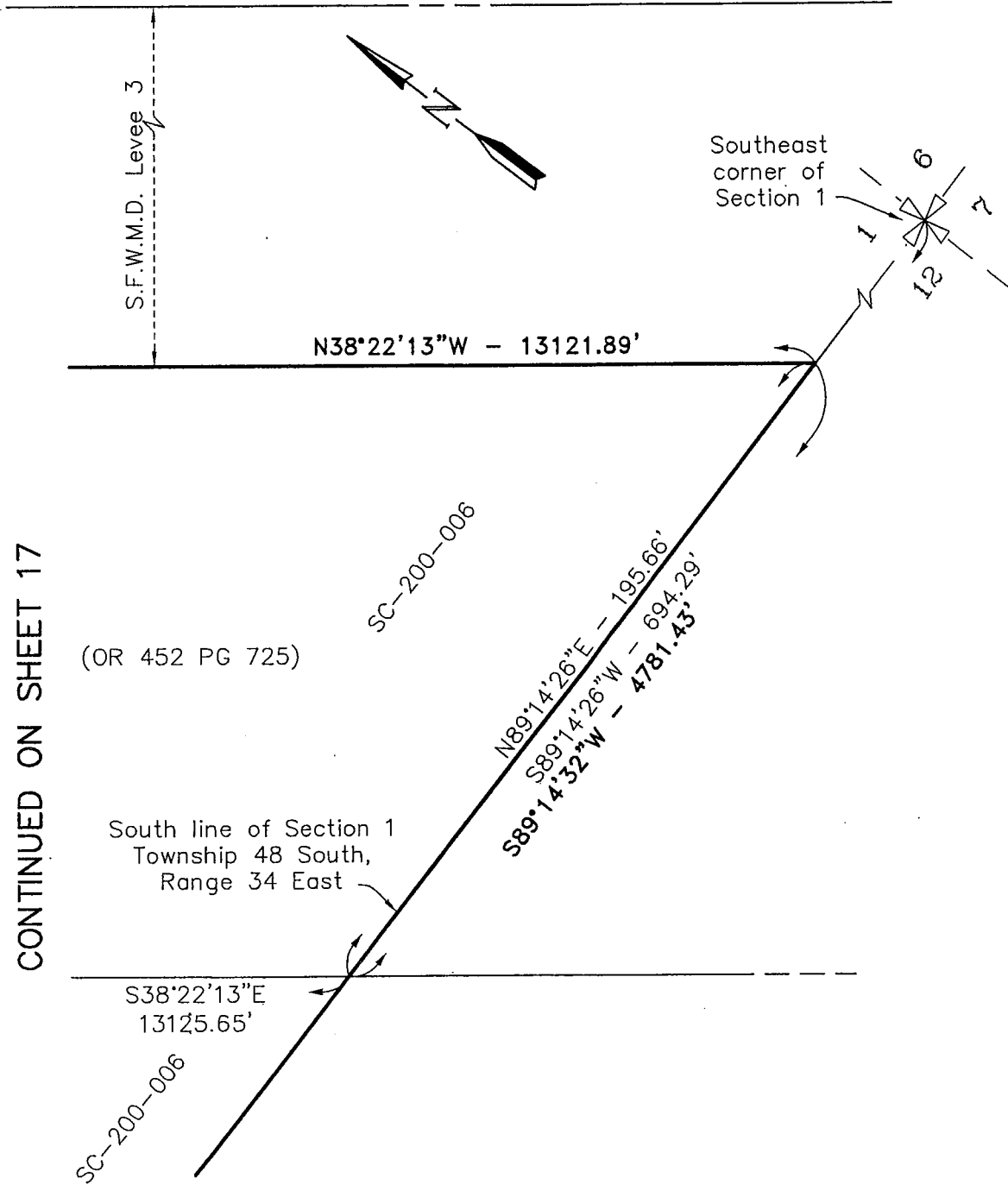
**GCY**  
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CORPORATE OFFICE: TALLAHASSEE OFFICE  
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JHY	A.C.A.	17 OF 19

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CONTINUED ON SHEET 17

(OR 452 PG 725)

South line of Section 1  
Township 48 South,  
Range 34 East


S38°22'13"E  
13125.65'

N38°22'13"W - 13121.89'

SC-200-006

N89°14'26"E - 195.66'  
S89°14'26"W - 694.29'  
S89°14'32"W - 4781.43'

SC-200-006

  
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**PROFESSIONAL SURVEYORS AND MAPPERS**  
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HENDRY		FLORIDA
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JHY	A.C.A.	18 OF 19

NO.	REVISIONS	DATE	BY

(Intended Display Scale: 1"=200')



Northerly right-of-way line of S.F.W.M.D. Levee 28

S00°41'24"E  
2058.94'

S82°42'00"E  
113.82'

330' wide Florida Power & Light easement

S00°41'24"E 821.40'

Less & Except

S07°18'00"W - 812.12'

SC-200-006

S.F.W.M.D. Levee 28 (370' right-of-way)

Easterly right-of-way line of S.F.W.M.D. Levee 28

S00°41'24"E  
2448.59'

Section 30, Township 47 South, Range 34 East  
Detail of area on Sheet 14



INCORPORATED  
PROFESSIONAL SURVEYORS AND MAPPERS  
CERTIFICATE OF AUTHORIZATION LB 410B  
CORPORATE OFFICE TALLAHASSEE OFFICE  
PO BOX 1469 • 1505 SW MARTIN HWY. 1090 COMMONWEALTH LANE  
PALM CITY, FL 34901 TALLAHASSEE, FL 32303  
(800) 386-1066 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION FOR:

S.F.W.M.D.

HENDRY

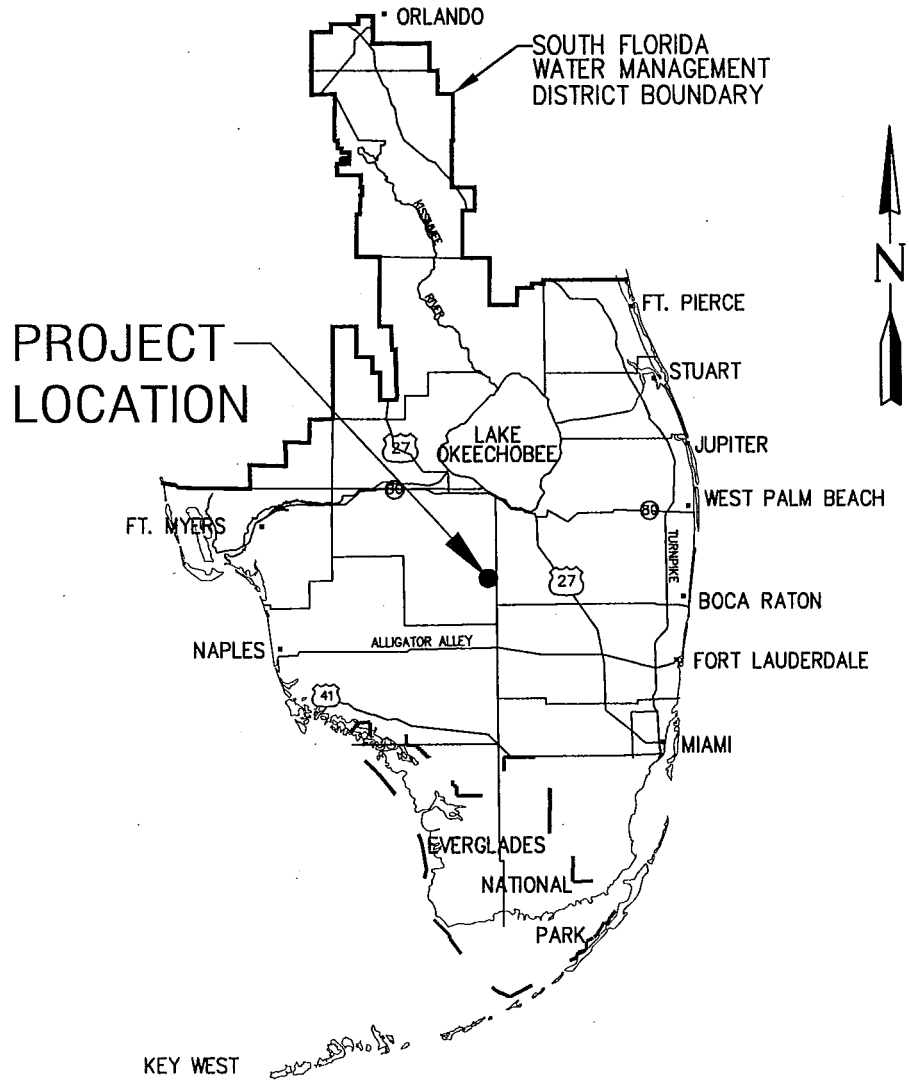
FLORIDA

Scale: AS NOTED  
Date: 10/2009  
Drawn By: JHY  
Checked: A.C.A.


File & Drawing No.: 08-1050-05-06  
Sheet 19 of 19

NO.	REVISIONS	DATE	BY

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**  
**LAND ACQUISITION DEPARTMENT - SURVEY SECTION**  
**BOUNDARY SURVEY**  
**TRACT FO100-001**  
**OF LANDS LYING IN**  
**SECTION 30, TOWNSHIP 47 SOUTH, RANGE 34 EAST**  
**HENDRY COUNTY, FLORIDA**



**VICINITY MAP**  
**NOT TO SCALE**

 <b>G C Y</b> INCORPORATED PROFESSIONAL SURVEYORS AND MAPPERS CERTIFICATE OF AUTHORIZATION LB 4108 CORPORATE OFFICE: TALLAHASSEE OFFICE PD BOX 1469 • 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE PALM CITY, FL 34991 TALLAHASSEE, FL 32303 (800) 386-1068 (850) 536-8455	
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SKETCH OF LEGAL DESCRIPTION <b>S.F.W.M.D.</b> HENDRY COUNTY, FLORIDA		
Scale:	Date:	File & Drawing No.:
N/A	09/2009	08-1050-05
Drawn By:	Checked:	Sheet
M.F.M.	A.C.A.	1 OF 3

NO.	REVISIONS	DATE	BY

## Legal Description

### Parcel F0100-001

The following described lands in Hendry County, Florida:

That portion of Section 30, Township 47 South, Range 34 East, Hendry County, Florida lying South and West of the Northerly and Easterly right-of-way line of the South Florida Water Management District Levee L-28.

## Surveyor's Notes

1. this sketch and legal description is based on office information only and does not represent a boundary survey.
2. This Legal Description shall not be valid unless:
  - A) Provided in its entirety consisting of 3 sheets, with sheet 3 being the sketch of description.
  - B) Reproductions of the description and sketch are signed and sealed with an embossed Surveyor's seal.
3. Bearings shown hereon are referenced to the west line of Section 30, Township 47 South, Range 34 East, said line bearing North 00°41'24" West.
4. The legal description shown and described hereon contains 1.07± acres.

## Certification

(Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper)


I hereby certify that the Sketch and Legal Description of the property shown and described hereon was completed under my direction and said Sketch and Description is true and correct to the best of my knowledge and belief.

I further certify that this sketch and description meets the Minimum Technical Standards for Surveys set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. The Sketch and Description is based on information furnished by client or client's representative.

12-11-2009  
Date of Signature

\_\_\_\_\_  
Albert C. Allen, III  
Professional Surveyor and Mapper  
Florida Certificate No. 4130

NO.	REVISIONS	DATE	BY

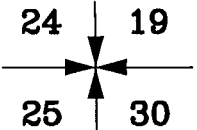


**INCORPORATED**  
**PROFESSIONAL SURVEYORS AND MAPPERS**  
 CERTIFICATE OF AUTHORIZATION LB 4106

CORPORATE OFFICE: PO BOX 1469 • 1505 SW MARTIN HWY. PALM CITY, FL 34991 (800) 386-1066  
 TALLAHASSEE OFFICE: 1900 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION			
<b>S.F.W.M.D.</b>			
HENDRY COUNTY,		FLORIDA	
Scale:	Date:	File & Drawing No.:	
N/A	09/2009	08-1050-05	
Drawn By:	Checked:	Sheet	
M.F.M.	A.C.A.	2 OF 3	

(Intended Display Scale: 1"=200')



Northerly right-of-way line of S.F.W.M.D. Levee 28

S00°41'24"E  
2058.94'

S82°42'00"E  
113.82'

330' wide Florida Power & Light easement

Range 33 East

Range 34 East

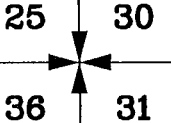
N00°41'24"W - 821.40'

S07°18'00"W - 812.12'

South Florida Water Management District Levee 28 (370' right-of-way)

Easterly right-of-way line of S.F.W.M.D. Levee 28

S00°41'24"E  
2448.59'



INCORPORATED  
PROFESSIONAL SURVEYORS AND MAPPERS  
CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE TALLAHASSEE OFFICE  
PD BOX 1489 • 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE  
PALM CITY, FL 34991 TALLAHASSEE, FL 32303  
(800) 366-1066 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION

**S.F.W.M.D.**

HENDRY COUNTY, FLORIDA

Scale: 1"=200'

Date: 09/2009

File & Drawing No.: 08-1050-05

Drawn By: M.F.M.

Checked: A.C.A.

Sheet 3 OF 3

NO.	REVISIONS	DATE	BY

**EXHIBIT A-1**

**DESCRIPTION OF 24 ACRES (APPROXIMATE)**

**[SEE ATTACHED]**



**EXHIBIT 6.c**

**TRANSFER OF GOVERNMENTAL APPROVALS**

**[SEE ATTACHED]**

EXHIBIT 6.c  
TRANSFER OF GOVERNMENTAL APPROVALS

Government Approvals shall be transferred pursuant to the applicable provisions of state, federal, and local laws and regulations. Permits issued by SFWMD shall be transferred pursuant to the provisions Ch. 373, Fla. Stat., and Ch. 40E, Fla. Admin. Code. The Parties and DEP may agree in writing to a schedule and procedures consistent with Ch. 373, Fla. Stat., and District Rules by which to accomplish the transfers. At a minimum, relevant transfer Forms include, but are not limited to Forms 0483, 0079, 1045 and "Request for Transfer of Right of Way Occupancy Permit" (Exhibits 6.c-1 – 6.c-4) and relevant rules include:

**40E-1.607 Permit Application Processing Fees.**

A permit application processing fee is required and shall be paid to the District when certain applications are filed pursuant to District rules. An application shall not be considered complete until the appropriate application fee is submitted. These fees are assessed in order to defray the cost of evaluating, processing, monitoring, and inspecting for compliance required in connection with consideration of such applications. Fees are non-refundable in whole or part unless the activity for which an application is filed is determined by the District to be exempt or the fee submitted is determined by the District to be incorrect. Failure of any person to pay the applicable fees established herein will result in denial of an application. Activities that do not require a permit and are exempt pursuant to Rule 40E-2.051 or 40E-3.051, F.A.C., are not subject to the following permit application fees. The District's permit application processing fees are as follows:

(1) Water Use Permit Application processing fees are in the following table:

TABLE 40E-1.607(1)

PERMIT APPLICATION PROCESSING FEES FOR  
WATER USE PERMIT APPLICATIONS

REVIEWED PURSUANT TO CHAPTERS 40E-2 AND 40E-20, F.A.C.

Fee amounts shall apply to applications for new permits, permit modifications, and permit renewals, except as noted.

Category	Amount
Permit Transfer to Another Entity Pursuant to Rules 40E-1.611 and 40E-2.351, F.A.C.	\$300

(3)(a) Environmental Resource Permit Application processing fees are in the following table:

TABLE 40E-1.607(3)(a)

PERMIT APPLICATION PROCESSING FEES FOR  
ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS

REVIEWED PURSUANT TO CHAPTERS 40E-4, 40E-40, AND 40E-400, F.A.C.

Fee amounts shall apply to applications for conceptual and construction, or conceptual, or construction, except as noted.

Category	Amount
Transfer of permit (including Mitigation Bank) to another entity	

pursuant to Rules 40E-1.6107 and 40E-4.351, F.A.C.

\$450

TABLE 40E-1.607(3)(b)  
PERMIT APPLICATION PROCESSING FEES FOR  
PROJECTS GRANDFATHERED PURSUANT TO SECTION 373.414, F.S.  
WETLAND RESOURCE (DREDGE AND FILL) PERMIT APPLICATIONS  
REVIEWED PURSUANT TO CHAPTERS 40E-4, 40E-40, AND 40E-400, F.A.C.

Category	Amount
Transfer of permits or time extensions	
Minor technical changes	
Existing permit fee is less than \$300, except for modification to permits issued pursuant to Section 403.816, F.S.	\$50
Existing permit fee is equal to or more than \$300	\$250

~~(7) PERMIT APPLICATION PROCESSING FEES FOR MODIFICATION OR  
TRANSFER OF ENVIRONMENTAL RESOURCE, SURFACE WATER  
MANAGEMENT OR WORKS OF THE DISTRICT PERMITS FOR PROPERTIES  
ACQUIRED BY THE DISTRICT PURSUANT TO THE FLORIDA FOREVER  
WORK PLAN OR SAVE OUR RIVERS LAND ACQUISITION AND  
MANAGEMENT PLAN:~~

~~(a) Modification of existing permits to reflect property ownership changes  
where no new works or modifications to an existing surface water  
management system is requested. \$0~~

~~(b) Permit transfer pursuant to Rules 40E-1.6107 and 40E-4.351, F.A.C. \$0  
Specific Authority 373.109 FS. Law Implemented 373.109, 373.421(6)(b),  
403.201 FS. History—New 1-8-89, Amended 1-2-91, 11-15-92, 6-1-93, 1-23-94,  
10-3-95, 4-1-96, 11-8-99, 5-24-00, 6-26-02, 7-11-02, 8-10-03, 8-14-03, 11-18-07.~~

**40E-1.6105 Notification of Transfer of Interest in Real Property.**

Within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing or electronically at the District's e-Permitting website, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer. Notification of a transfer shall not constitute a permit transfer pursuant to Rule 40E-1.6107, F.A.C.

*Specific Authority 373.044, 373.113, 668.003, 668.004, 668.50 FS. Law Implemented 373.083, 373.171, 373.309, 373.416, 373.426, 373.429, 373.436, 668.003, 668.004, 668.50 FS. History—New 5-11-93, Amended 10-1-06.*

**40E-1.6107 Transfer of Environmental Resource, Surface Water Management, or Water Use Permit.**

(1) To transfer an environmental resource, surface water manager

water use permit, the permittee, in addition to satisfying the applicable provisions in Rules 40E-2.351 and 40E-4.351, F.A.C., must provide information required in Rule 40E-1.6105, F.A.C., and file a statement from the proposed transferee in writing or at the District's e-Permitting website that it has reviewed the District permit and project design and will be bound by all terms and conditions of the permit, including all compliance requirements, for the duration of the permit.

(2) The District shall approve the transfer of a permit unless it determines that the proposed transferee cannot provide reasonable assurances that conditions of the permit will be met. The determination shall be limited solely to the ability of the new permittee to comply with the conditions of the existing permit, and it shall not concern the adequacy of those permit conditions.

(3) The District shall approve the transfer of the permit if the requirements in subsections (1) and (2) are met. If the District proposes to deny the transfer, it shall provide both the permittee and the proposed transferee a written objection to such transfer together with the notice of right to request a Chapter 120, F.S., proceeding on such determination.

(4) Until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for any corrective actions that are required as a result of any violations of the permit which occurred prior to the transfer of the permit.

*Specific Authority 120.53(1), 373.044, 373.113, 668.003, 668.004, 668.50 FS. Law Implemented 373.083, 373.171, 373.309, 373.416, 373.426, 373.429, 373.436, 668.003, 668.004, 668.50 FS. History—New 5-11-93, Amended 10-3-95, 10-1-06.*

## **WATER USE**

### **40E-2.351 Transfer of Permits.**

A permittee must comply with the requirements of Rule 40E-1.6107, F.A.C., in order to obtain a permit transfer to a new permittee. If the permit transfer is in conjunction with an application for permit modification, the permit shall be transferred at the time of permit modification if all applicable permit transfer criteria are met. Upon approval, all terms and conditions of the permit shall be binding on the transferee.

*Specific Authority 373.044, 373.113 FS. Law Implemented 373.223, 373.229, 373.239 FS. History—New 9-3-81, Formerly 16K-2.09(2), Amended 4-20-94.*

## **ENVIRONMENTAL RESOURCE & SURFACE WATER MANAGEMENT**

### **40E-4.351 Transfer of Permits.**

(1) Any transfer of project ownership or transfer of a permit is subject to the

requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.

(2) Notification of a transfer shall not constitute a permit transfer under Rule 40E-1.6107, F.A.C.

(3) The District shall approve the transfer of the permit if the requirements set forth in Rule 40E-1.6107, F.A.C., are met. If the District proposes to deny the transfer, it shall provide both the existing permittee and the proposed transferee a written objection to such transfer together with the notice of rights to request a hearing pursuant to Section 120.57, F.S., regarding such agency action.

(4) Until the permit is transferred pursuant to Rule 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

*Specific Authority 373.044, 373.113 FS. Law Implemented 373.413, 373.416(2) FS. History—New 9-3-81, Amended 12-1-82, Formerly 16K-4.07(4), Amended 4-20-94, 10-3-95.*

## **RIGHT-OF-WAY OCCUPANCY**

### **40E-6.351 Transfer of Permits.**

(1) As the District has no control over the sale or transfer of real or personal property, it is the sole obligation of a permittee to disclose the existence of a Right of Way Occupancy Permit, its terms and conditions, to prospective purchasers.

(2) Right of Way Occupancy Permits shall be transferred when:

(a) The request is otherwise consistent with the provisions of these rules and Chapter 373, F.S.

(b) The applicant demonstrates that the permitted use still qualifies for a permit under Rules 40E-6.121 or 40E-6.221, F.A.C.

(c) The applicant agrees to abide by the provisions of Chapter 373, F.S., this chapter, and the terms and conditions of the permit, including these rules, including the standard limiting conditions, and criteria which are applicable at the time of the request for transfer.

(d) The adjoining land use has not changed.

(e) The request for transfer is accompanied, when required, with the correct fee.

(f) The applicant agrees to record a Notice of Permit in the official records of the county clerk's office as specified by the District.

(g) In cases where unauthorized facilities or uses have been added that are not included in the permit authorization, a permit transfer request must also be accompanied by a request for modification pursuant to Rule 40E-6.331, F.A.C.

(3) Right of Way Occupancy Permits will be transferred without a fee when the request for transfer is received within twelve (12) months from the change of ownership, as evidenced by the date of transfer of ownership appearing in the deed or other instrument of conveyance.

(4) Requests for transfer of Right of Way Occupancy Permits shall be assessed a fifty (\$50.00) dollar processing fee when the request is received by the District more than twelve (12) months from the date of change of ownership but prior to eighteen (18) months from the change of ownership, as evidenced by

the date of transfer of ownership appearing in the deed or other instrument of conveyance.

(5) Transfers requested more than 18 months from the date of change of ownership shall be denied and require the submission of an application and the appropriate application processing fee.

(6) All transfers require a field inspection and shall not become effective until such inspection is conducted and confirms all existing facilities are permitted and all uses comply with the criteria in Rule 40E-6.091, F.A.C., and the conditions of issuance in Rules 40E-6.121 or 40E-6.221, F.A.C. If additional facilities are present, no transfer will be allowed unless the unauthorized facility or use is removed immediately and the right of way restored. Applicants must submit a new standard permit application, along with the appropriate application processing fee, for all additional facilities not removed and not currently authorized by a Right of Way Occupancy Permit.

(7) The District staff shall not issue transfers until all financial assurance and insurance requirements, if any, have been provided and accepted by the District staff.

*Specific Authority 373.044, 373.109, 373.113 FS. Law Implemented 373.085, 373.086, 373.109 FS. History—New 9-3-81, Formerly 16K-5.10, 16K-5.11(2), 16K-5.12, Amended 12-29-86, 9-15-99.*

## **LAKE OKEECHOBEE WORKS OF THE DISTRICT**

### **40E-61.351 Transfer.**

A permittee must notify the District within 30 days of the sale or conveyance of land or works permitted under this rule chapter. Permittee must supply certification that all conditions of the permit have been satisfied. The District will transfer the permit provided the land use remains the same. All conditions of the permit remain applicable to the new permittee. If the District is not so notified, the permit is void.

*Specific Authority 373.044, 373.113 FS. Law Implemented 373.016, 373.085, 373.086, 373.451, 373.453, 373.4595 FS. History—New 11-1-89.*

## **EAA BASIN WORKS OF THE DISTRICT**

### **40E-63.134 Permit Application Processing Fee for Individual Permits in the EAA Basin.**

The following permit application processing fees shall be paid to the District at the time the following actions on Individual Permits are filed.

(6) For Transfers of existing Individual Permits: a fee of \$200.

(7) An application shall not be considered complete until the appropriate application fee is submitted. These fees are assessed in order to defray the cost of evaluating, processing, monitoring, and inspecting for compliance required in connection with consideration of such applications. Failure of any applicant to

pay the applicable fees established herein will result in denial of an application.

*Specific Authority 373.044, 373.109, 373.113 FS. Law Implemented 373.016, 373.085, 373.086, 373.109, 373.451, 373.453, 373.4592 FS. History—New 1-22-92, Amended 7-7-92, 7-3-01.*

**40E-63.142 Transfer of Individual Permits in the EAA Basin.**

A permittee and prospective owner must notify the District within 30 days of any transfer of interest or control, sale or conveyance of real property or works permitted under Part I of this Chapter. The permittee/seller shall notify the District of the transfer using Form 0779, Section 1, providing the name and address of the new owner or person in control and a copy of the instrument effectuating the transfer. The transferee shall submit the appropriate transfer application and fee using a completed Form 0779, Section 2. The District will transfer the permit provided the land practice remains the same and the permittee is in compliance with all conditions of the permit. All conditions of the permit remain applicable to the new permittee. If the District is not so notified by the transferee within 90 days of the sale or conveyance of the property, the permit is void and the transferee will be required to apply for a new permit.

*Specific Authority 373.044, 373.113 FS. Law Implemented 373.016, 373.085, 373.086, 373.451, 373.453, 373.4592 FS. History—New 1-22-92, Amended 7-3-01.*

**40E-63.162 Transfer of Master Permits in the EAA Basin.**

A permittee and prospective owner must notify the District within 30 days of any transfer of interest or control, sale or conveyance of real property or works permitted under Part I of this Chapter. The permittee/seller shall notify the District of the transfer using Form 0779, Section 1, providing the name and address of the new owner or person in control and a copy of the instrument effectuating the transfer. The transferee shall submit the appropriate transfer application and fee using a completed Form 0779, Section 3. The District will transfer the permit provided the land practice remains the same and the permittee is in compliance with all conditions of the permit. All conditions of the permit remain applicable to the new permittee, including the legal, financial and institutional capability to carry out all acts necessary to the terms and conditions of the Master Permit. If the District is not so notified by the transferee within 90 days of the sale or conveyance of the property, the permit is void and the transferee will be required to apply for a new permit.

*Specific Authority 373.044, 373.113 FS. Law Implemented 373.016, 373.085, 373.086, 373.451, 373.453, 373.4592 FS. History—New 1-22-92, Amended 7-3-01.*

## **BMP RESEARCH MASTER PERMIT**

### **40E-63.312 Transfer of Master Permit.**

(1) The master permit granted by this rule may be transferred to another entity.

(2) To transfer the master permit, the proposed transferee must submit a written request to transfer the master permit. This request shall be submitted to the South Florida Water Management District, Surface Water Management Division, 3301 Gun Club Road, West Palm Beach, Florida 33406, Attention: Everglades Regulation Department.

(3) The District will approve the request to transfer provided the transferee provided reasonable assurances that the permit conditions listed in Rule 40E-63.310, F.A.C., will continue to be met.

*Specific Authority 373.044, 373.113 FS. Law Implemented 373.4592(4)(f) FS. History--New 1-1-97, Amended 6-30-97.*

## **C-139 BASIN WORKS OF THE DISTRICT**

### **40E-63.432 Permit Modifications, Transfers and Renewals.**

(1) A permittee may apply for a modification to an existing Works of the District Permit issued under this Part IV of Chapter 40E-63, F.A.C., unless the permit has expired or has been otherwise revoked or suspended. An application for modification will not be processed as a complete application as long as the permit is not in compliance with applicable permit conditions, unless the permit modification is required to bring the permit into compliance. Modifications will be evaluated based on the criteria in effect at the time the application to modify is submitted. Permit modifications shall be subject to the following requirements and limitations:

(a) Applications to modify an existing Works of the District Permit shall contain the same information required in a new application, as applicable, and shall identify the portion of the existing authorization for which the modification is requested.

(b) Modifications to existing permits are acknowledged and approved by letter with an accompanying Permit Review Summary (Staff Report) from the District through correspondence to the permittee.

(2) A permittee shall notify the District within 30 days of any transfer, sale or conveyance of land or works permitted under Part IV of Chapter 40E-63, F.A.C., to allow time for processing the application for permit transfer. The permittee remains responsible for the requirements of the permit until the permit is transferred. A permittee or transferee may apply for a permit transfer, conveying responsibility for permit compliance. If the permit is not transferred within 90 days of the sale or conveyance of the property, the permit will become nontransferable and the transferee will be required to apply for a new permit. Permit transfers shall be subject to the following requirements and limitations:

(a) Applicants for permit transfers must use the appropriate Sections of Form 1045 and include the appropriate transfer fees.

(b) The District will transfer the permit only if the land practice remains the same and the permittee is in compliance with all conditions of the permit.

(c) All conditions of the existing permit will remain applicable to the new permittee.

(d) Any other changes or additions will require a permit modification in accordance with subsection 40E-63.432(1), F.A.C.

(3) A permittee shall apply for a permit renewal prior to the expiration of an existing permit, subject to the following requirements and limitations:

(a) Applications for renewals must contain all information required for new applications and will be evaluated based on the criteria in effect at the time the application is filed.

(b) When timely application is made for a modification or renewal, the existing permit shall not expire until final agency action is taken by the District on the application. If the permit is denied or the pending approved permit conditions are modified from the previous issuance, the existing permit shall not expire until the last day for seeking review of the District order, or until any resulting legal proceedings are completed.

(c) If the permittee allows the permit to expire prior to applying for a permit renewal, an application for a new permit shall be required.

(4) Permit duration will not be affected by permit transfers or modifications of existing permits issued pursuant to this Part.

*Specific Authority 373.044, 373.083, 373.085, 373.086, 373.113, 373.4592 FS. Law Implemented 373.085, 373.4592 FS. History—New 1-24-02, Amended 6-20-07.*

#### **40E-63.436 Permit Application Processing Fees.**

(1) The following permit application processing fees shall be paid to the District at the time the permit applications are filed.

Permit Type	New	Renewal	Modification	Transfer
General Permit	\$250	\$250	\$100	\$100
Individual Permit	\$1880	\$1880	\$500	\$100

(2) Without the proper fee, the application shall be considered incomplete and will result in denial of the application if the fee is not paid upon notice.

(3) Notwithstanding the table above, no fees shall be charged for clerical modifications that do not alter the Best Management Practices Plan or monitoring requirements of the underlying permit.

(4) In cases where more than one permit application type applies, the application shall be submitted as the permit type with the higher application fee.

*Specific Authority 373.044, 373.083, 373.085, 373.086, 373.113, 373.4592 FS. Law Implemented 373.085, 373.4592 FS. History—New 1-24-02.*

South Florida Water Management District  
P.O. Box 24680, W.P.B., FL 33416-4680  
Attention: Right of Way Division

## REQUEST FOR TRANSFER OF RIGHT OF WAY OCCUPANCY PERMIT

The undersigned requests that the name of the permittee for SFWMD Right of Way Occupancy Permit Number \_\_\_\_\_ be transferred:

FROM: Name: \_\_\_\_\_  
Company Name (if applicable) \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_, STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
Telephone No: (\_\_\_\_) - \_\_\_\_\_

TO: Name: \_\_\_\_\_  
Company Name (if applicable) \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_, STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
Telephone No: (\_\_\_\_) - \_\_\_\_\_

### Rule 40E-6.351 Transfer of Permits.

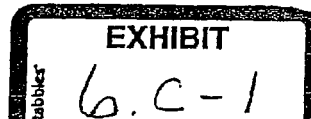
- (1) As the District has no control over the sale or transfer of real or personal property, it is the sole obligation of a permittee to disclose the existence of a Right of Way Occupancy Permit, its terms and conditions to prospective purchasers.
- (2) Right of Way Occupancy Permit shall be transferred when:
  - (a) The request is otherwise consistent with the provisions of these rules and Chapter 373, F.S.
  - (b) The applicant demonstrates that the permitted use still qualifies for a permit under Rules 40E-6.121 or 40E-6.221, F.A.C.
  - (c) The applicant agrees to abide by the provisions of chapter 373, F.S., this chapter and the terms and conditions of the permit; including these rules, including the standard limiting conditions, and criteria which are applicable at the time of the request for transfer.
  - (d) The adjoining land use has not changed.
  - (e) The request for transfer is accompanied, when required, with the correct fee.
  - (f) The applicant agrees to record a Notice of Permit in the official records of the county clerk's office as specified by the District.
  - (g) In cases where unauthorized facilities or uses have been added that are not included in the permit authorization, a permit transfer request must also be accompanied by a request for modification pursuant to Rule 40E-6.331, F.A.C.
- (3) Right of Way Occupancy Permits will be transferred without a fee when the request for transfer is received within twelve (12) months from the change of ownership, as evidenced by the date of transfer of ownership appearing in the deed or other instrument of conveyance.
- (4) Requests for transfer of Right of Way Occupancy Permits shall be assessed a fifty (\$50.00) dollar processing fee when the request is received by the District more than twelve (12) months from the date of change of ownership but prior to eighteen (18) months from the change of ownership, as evidenced by the date of transfer of ownership appearing in the deed or other instrument of conveyance.
- (5) Transfers requested more than 19 months from the date of change of ownership shall be denied and require the submission of an application and the appropriate application processing fee.
- (6) All transfers require a field inspection and shall not become effective until such inspection is conducted and confirms all existing facilities are permitted and all uses comply with the criteria in Rule 40E-6.091, F.A.C., and the conditions of issuance in Rules 40E-6.121 or 40E-6.221, F.A.C. If additional facilities are present, no transfer will be allowed unless the unauthorized facility or use is removed immediately and the right of way restored. Applicants must submit a new Standard Permit Application, along with the appropriate application processing fee, for all additional facilities not removed and not currently authorized by a Right of Way Occupancy Permit.
- (7) The District staff shall not issue transfers until all financial assurance and insurance requirements, if any, have been provided and accepted by the District staff.

Attached is a copy of the instrument transferring ownership of the property.

Applicant's Name (*Print*) \_\_\_\_\_

Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_





Form 0779  
05/92

# SOUTH FLORIDA WATER MANAGEMENT DISTRICT

P.O. Box 24680, 3301 Gun Club Road  
Telephone (561) 686-8800

West Palm Beach, FL 33416-4680  
Florida WATS 1-800-432-2045

## APPLICATION FOR A WORKS OF THE DISTRICT PERMIT

### PART I. GENERAL INFORMATION

#### GUIDANCE

Please use the booklet titled Guidance for Preparing an Application for a "Works of the District" Permit in the Everglades Pursuant to Chapter 40E-63, F.A.C. to complete the applicable sections of this application. Please discuss any questions you may have with District staff prior to application submittal.

#### TYPE OF PERMIT APPLICATION

This is an application for (Please check one box):

- |  |  |
|--|--|
| <input type="checkbox"/> new individual permit                         | <input type="checkbox"/> new master permit                         |
| <input type="checkbox"/> modification of an existing individual permit | <input type="checkbox"/> modification of an existing master permit |
| <input type="checkbox"/> renewal of an existing individual permit      | <input type="checkbox"/> renewal of an existing master permit      |
| <input type="checkbox"/> transfer of an existing individual permit     | <input type="checkbox"/> transfer of an existing master permit     |

#### EARLY BASELINE OPTION

Please check here  if this is an application for the Early Baseline Option. (Final District action is required by December 1992 on a monitoring plan.)

#### RELEVANT SECTIONS AND NUMBER OF COPIES

If you are applying for a: .....	You should fill out	Number of copies you must submit	
		This completed form	Other items
a. new Individual Permit .....	Part II	4	4
b. modification of an existing Individual Permit .....	Part II	4	4
c. renewal of an existing Individual Permit .....	Part II	4	4
d. transfer of an existing Individual Permit .....	Part IV	4	4
e. new Master Permit .....	Part III	4	4
f. modification of an existing Master Permit .....	Part III	4	4
g. renewal of an existing Master Permit .....	Part III	4	4
h. transfer of an existing Master Permit .....	Part IV	4	4

#### SIGNATURE AND FEE

All applicants must sign the Application Form in the place indicated. No application shall be considered filed until the appropriate application fee is submitted.

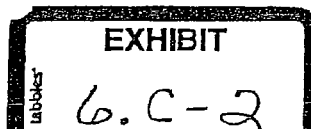
#### PRE-APPLICATION MEETINGS

Pre-application meetings with Works of the District Permitting Division staff are strongly recommended in order to assist you in submitting as complete an application as possible. Division staff will coordinate with appropriate District personnel in order to address any questions you may have.

(Continued on page 2)

#### FOR DISTRICT USE ONLY

Application Number \_\_\_\_\_ Fee Paid \_\_\_\_\_ Receipt Number \_\_\_\_\_





## PART I. GENERAL INFORMATION (continued)

### GOVERNING BOARD ACTIONS

Applications for new Individual or Master Works of the District Permits will require District Governing Board action, as will renewals and most modifications of existing Individual or Master Permits. Transfers of existing Individual or Master Permits will not require Governing Board action, unless modifications or renewals are simultaneously involved. General Permits granted by adoption of Rule Chapter 40E-63, F.A.C., Part I, require no further District action.

### OTHER PERMITS FROM THIS DISTRICT

If the Best Management Practices Plan submitted as part of this application proposes activities which require new or modified consumptive water use, surface water management, environmental resource, right-of-way, and/or well construction permits from the District, applications for the other permits shall be submitted concurrently with the Works of the District Permit application. Because of the inseparable nature of proposed activities related to a Works of the District Permit and those related to any other District permit, it is extremely unlikely that either this permit application or any other related District permit application will be considered complete until all necessary information for all the related applications has been provided.

The following permit application(s) is/are being submitted concurrently for activities associated with the proposed Best Management Plan(s) (please check any appropriate boxes):

- |   |  |
|---|--|
| <input type="checkbox"/> Surface Water Management / ERP | <input type="checkbox"/> Water Use         |
| <input type="checkbox"/> Right-of-Way                   | <input type="checkbox"/> Well Construction |

If you have already applied for or obtained District permits covering any or all of the lands or activities in this present application, please list the District application or permit numbers below.



**PART II. INDIVIDUAL PERMIT APPLICATION (NEW, MODIFICATION, OR RENEWAL)**

**SECTION 1. STRUCTURE INFORMATION AND CERTIFICATION**

Structure Name	Total acreage served by structure
	Total number of parcels served by structure
Structure Location	Section/Township/Range
City, town, or village, if applicable	County(ies)
SFWMD Basin	Receiving District Work(s)
<b>Owner of Structure</b>	<b>Authorized agent (if applicable)</b>
Name	Name
Address	Address
City, state, zip	City, state, zip
Telephone (     )	Telephone (     )

**Operator of Structure**

Name	Address
City, state, zip	Telephone (     )

I hereby certify that, to the best of my knowledge, the structure listed above is owned or controlled by me and serves the area referenced in this permit application. I also certify that I will abide by the terms and conditions of the issued permit. In addition, I agree to provide entry at any time to the area owned or controlled by me, which is included in this permit application, for South Florida Water Management District inspectors or their duly authorized agents, as provided for in Chapter 40E-63.143(2)(e), F.A.C., or as otherwise provided by the issued permit.

\_\_\_\_\_  
Type or print owner name

\_\_\_\_\_  
Type or print lessee name

\_\_\_\_\_  
Signature of owner of structure (If not the owner, certify below)

\_\_\_\_\_  
Signature of lessee of structure (if applicable) (If not the lessee, certify below)

I hereby certify that I am the authorized agent of the owner.

I hereby certify that I am the authorized agent of the lessee.

\_\_\_\_\_  
Type or print name and title

\_\_\_\_\_  
Type or print name and title

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**SECTION 2. PARCEL INFORMATION AND CERTIFICATION\***

**Participating owners/lessees**

Name of Parcel/Farm	Parcel/Farm Acreage
City, town, or village (if applicable)	County(ies)
SFWMD Basin	Receiving District Work(s)
Owner of parcel/farm	Lessee of parcel/farm (if applicable)
Name	Name
Address	Address
City, state, zip	City, state, zip
Telephone (     )	Telephone (     )

Section(s) or Government Lot(s)	*Tax Assessor's property control number	Acres	Township	Range	County
_____	_____	_____	_____	S _____ E	_____
_____	_____	_____	_____	S _____ E	_____
_____	_____	_____	_____	S _____ E	_____
_____	_____	_____	_____	S _____ E	_____
_____	_____	_____	_____	S _____ E	_____

**CERTIFICATION**

I hereby certify that, to the best of my knowledge, the total acreage listed above is owned or controlled by me. I also certify that I will abide by the terms and conditions of the issued permit. In addition, I agree to provide entry at any time to the area which is described above and included in this permit application, for South Florida Water Management District inspectors or their duly authorized agents, as provided for in Chapter 40E-63.143(2)(e), F.A.C., or as otherwise provided by the issued permit.

_____	_____
Type or print owner name	Type or print lessee name
_____	_____
Signature of owner of parcel/farm (If not the owner, certify below)	Signature of lessee of parcel/ farm (if applicable) (If not the lessee, certify below)
I hereby certify that I am the authorized agent of the owner.	I hereby certify that I am the authorized agent of the lessee.
_____	_____
Type or print name and title	Type or print name and title
Signature _____	Signature _____
Date _____	Date _____

(\* see bottom of page 5)



NEW PARTICIPANT       CHANGE IN CONTROLLED ACREAGE

**SECTION 3. GENERAL INFORMATION**

<b>Project engineer or consultant</b>	<b>Pre-application meetings (if applicable)*</b>
Name of firm	Date(s)
Address	Location(s)
City, state, zip	Name(s) of key District staff
Telephone (      )	Name(s) of project representative(s)
City, town, or village (if applicable)	

Please check that the following items are attached:

1. <input type="checkbox"/> Proof of ownership of structure	2. <input type="checkbox"/> Proof of ownership of parcel(s)/farm(s)
3. <input type="checkbox"/> Proof of lease, if applicable, of structure	4. <input type="checkbox"/> Proof of lease, if applicable of parcel(s)/farm(s)

*(This section is currently blank for additional information.)*

\* Use extra sheets, if necessary, to provide parcel information and certification, or to describe either pre-application meetings or any other information provided with this application.

Please check if supplying extra sheets about:

Parcel information and certification

Meetings

Other information about: \_\_\_\_\_



## SECTION 4. TECHNICAL INFORMATION

Please check that the following items are attached:

1.  Aerial photograph(s) showing the boundary of the application area
2.  Location map(s)
3.  Project map(s) showing the application area, including the area(s) where the BMP Plan will be implemented; and the applicable information enumerated in Part II Section 4 of the Guidance for Preparing an Application for a "Works of the District" Permit in the Everglades Pursuant to Chapter 40E-63 F.A.C.
4.  Best Management Practices (BMP) Plan, including the following:
  - a.  proposed BMPs
  - b.  description of nutrient recovery rationale
  - c.  description of infrastructure
  - d.  description of water management strategies
  - e.  description of differences between existing and proposed practices
  - f.  proposed education and training program
  - g.  BMP Plan implementation schedule
  - h.  models and documents
  - i.  other phosphorous sources
  - j.  any relationship to other District permits
5.  Water quality monitoring plan, including the following:
  - a.  description of monitoring program
  - b.  description of monitoring sites
  - c.  description of proposed sample collection methods and schedules
  - d.  description of proposed sample handling and laboratory analyses
  - e.  description of data management techniques and reporting schedule
  - f.  description of data review procedures
  - g.  description of backup plan
6.  (Optional) Early Baseline Option information, including the following:
  - a.  soil types
  - b.  soil phosphorous levels
  - c.  crops/land uses history
  - d.  planned crops
  - e.  acreage and rainfall collector
  - f.  (if applicable) previous BMP information



**PART III. MASTER PERMIT APPLICATION (NEW, MODIFICATION, OR RENEWAL)**

**SECTION 1. GENERAL INFORMATION AND CERTIFICATION**

<b>Applicant</b>	<b>Authorized agent (if applicable)</b>
Name of entity or group of owners	Name
Address	Address
City, state, zip	City, state, zip
Telephone (     )	Telephone (     )
<b>Engineer or consultant</b>	<b>Pre-application meetings (if applicable)*</b>
Name	Date(s)
Name of contact person	Location(s)
Address	Name(s) of key District Staff
City, state, zip	Name(s) of project representative(s)

I hereby certify that, to the best of my knowledge, the structures and project acreages listed above are owned or controlled by the participants and encompass the area referenced in this master permit application. I also certify that the participants have agreed to participate in this master permit application and to abide by the terms and conditions of the issued master permit. In addition, I agree to provide entry at any time to the area which is included in this permit application, for South Florida Water Management District inspectors or their duly authorized agents, as provided for in Chapter 40E-63.143(2)(e), F.A.C., or as otherwise provided by the issued permit.

\_\_\_\_\_  
Signature of applicant for master permit participants

I hereby certify that I am the applicant.

\_\_\_\_\_  
Type or print name and title

Date \_\_\_\_\_

\* Use extra sheets, if necessary, to describe pre-application meetings or structures/District works included in the Master Permit Application. Please check if supplying extra sheets about  meetings  structures/works



**SECTION 2. LEGAL AND FINANCIAL INFORMATION**

Please check that the following items are attached:

1.  Description of legally responsible entity or group of owners
2.  Copy of enabling legislation, if applicable
3.  Copy of Articles of Incorporation, if applicable
4.  Copy(ies) of interlocal or other agreements or contracts between or among local governments or other public entities, if applicable
5.  Copy(ies) of agreements or contracts between or among private landowners or other private entities, if applicable
6.  Copy(ies) of any temporary operating permits
7.  Copy(ies) of any other relevant legal documents
8.  Estimate of costs of all BMP related activities, including, but not limited to: operation and maintenance, monitoring, compliance with BMP and monitoring plans
9.  Identification of funding sources

**SECTION 3. STRUCTURE AND PARTICIPANT INFORMATION, AND CERTIFICATION**

Structure(s) included in Master Permit Application	District Work(s) included in Master Permit Application
Total acreage within Master Permit	Counties

**Participants**

For new permit applications, please attach 4 copies of page 9 (Certification of Participation in a Works of the District Everglades Master Permit Application) for each participant in the Master Permit Application.

Total Number of Participants

Check here that the correct number of copies of page 9 is being submitted.

For Modifications or Renewals please attach 4 copies of page 9 (Certification of Participation in a Works of the District Everglades Master Permit Application) for each new participant whose controlled acreage has changed.

Total Number of:

New Participants \_\_\_\_\_ Participants whose acreage has changed \_\_\_\_\_ Total number of participants \_\_\_\_\_

Check here that the correct number of copies of page 9 is being submitted.

Operator of Structure	Acreage drained per applicant's structures	
Name	Structure/entity	Acreage
Address	_____	_____
City, state, zip	_____	_____
Telephone (     )	_____	_____
	Total	_____



## Certificate of Participation in a Works of the District Everglades Master Permit Application

**Structure/Entity name:**

Name of parcel/farm	Parcel/farm acreage
City, town, or village (if applicable)	County(ies)
SFWMD Basin	Receiving District Work(s)
Owner of parcel/farm	Lessee of parcel/farm (if applicable)
Name	Name
Address	Address
City, state, zip	City, state, zip
Telephone (     )	Telephone (     )

Section(s) or Government Lot(s)	*Tax Assessor's property control number	Acres	Township	Range	County
_____	_____	_____	_____	S _____	E _____
_____	_____	_____	_____	S _____	E _____
_____	_____	_____	_____	S _____	E _____
_____	_____	_____	_____	S _____	E _____
_____	_____	_____	_____	S _____	E _____

### CERTIFICATION

I hereby certify that, to the best of my knowledge, the total acreage listed above is owned or controlled by me and encompasses the area referenced in this permit application. I also certify that I will abide by the terms and conditions of the issued permit. In addition, I agree to provide entry at any time to the area owned or controlled by me, which is described above and included in this permit application, for South Florida Water Management District inspectors or their duly authorized agents, as provided for in Chapter 40E-63.143(2)(e), F.A.C., or as otherwise provided by the issued permit.

<p>_____</p> <p>Type or print owner name</p> <p>Signature of owner of parcel/farm (If not the owner, certify below)</p> <p>I hereby certify that I am the authorized agent of the owner.</p> <p>_____</p> <p>Type or print name and title</p> <p>Signature _____</p> <p>Date _____</p>	<p>_____</p> <p>Type or print lessee name</p> <p>Signature of lessee of parcel/ farm (if applicable) (If not the lessee, certify below)</p> <p>I hereby certify that I am the authorized agent of the lessee.</p> <p>_____</p> <p>Type or print name and title</p> <p>Signature _____</p> <p>Date _____</p>
---	--

(\* see bottom of page 5)

NEW PARTICIPANT       CHANGE IN CONTROLLED ACREAGE



## SECTION 4. TECHNICAL INFORMATION

Please check that the following items are attached:

1.  Aerial photograph(s) showing the boundary of the application area
2.  Location map(s)
3.  Project map(s) showing the application area, including the area(s) where the BMP Plan will be implemented; and the applicable information enumerated in Part III Section 4 of the Guidance for Preparing an Application for a "Works of the District" Permit in the Everglades Pursuant to Chapter 40E-63 F.A.C.
4.  Best Management Practices (BMP) Plan, including the following:
  - a.  proposed BMPs
  - b.  description of nutrient recovery rationale
  - c.  description of infrastructure
  - d.  description of water management strategies
  - e.  description of differences between existing and proposed practices
  - f.  proposed education and training program
  - g.  BMP Plan implementation schedule
  - h.  models and documents
  - i.  other phosphorous sources
  - j.  any relationship to other District permits
5.  Water quality monitoring plan, including the following:
  - a.  description of monitoring program
  - b.  description of monitoring sites
  - c.  description of proposed sample collection methods and schedules
  - d.  description of proposed sample handling and laboratory analyses
  - e.  description of data management techniques and reporting schedule
  - f.  description of data review procedures
  - g.  description of backup plan
6.  (Optional) Early Baseline Option information, including the following:
  - a.  soil types
  - b.  soil phosphorous levels
  - c.  crops/land uses history
  - d.  planned crops
  - e.  acreage and rainfall collector
  - f.  (if applicable) previous BMP information



### PART IV. REQUEST FOR PERMIT TRANSFER (INDIVIDUAL OR MASTER PERMIT)

#### SECTION 1. PERMIT INFORMATION (to be completed by permittee)

Permit Number: \_\_\_\_\_  Individual Permit  Master Permit  
(Please check one)

It is requested that the Permit identified above be transferred:

<b>FROM</b>	Name	<b>TO</b>	Name
	Address		Address
	Address		Address
	City, state, zip		City, state, zip
	Telephone ( )		Telephone ( )

The reason(s) for this permit transfer is (are):

A copy of the instrument effectuating the transfer of ownership, lease, interest, or control of the property is attached.

\_\_\_\_\_  
Type or print name and title

\_\_\_\_\_  
Signature of permittee

\_\_\_\_\_  
Date

#### SECTION 2. FOR INDIVIDUAL PERMITS (to be completed by transferee)

- An application fee of two hundred dollars (\$200.00) is attached.
- A copy of the instrument establishing the applicant corporation, agency, etc. as a legal entity, if applicable, is attached.

I hereby certify that I understand and accept all terms and conditions of the permit and any subsequent modifications to date. I also certify that the land practice(s) remain(s) the same, and all conditions of the permit have been satisfied. I understand that all conditions of the permit remain applicable to me. I agree that any proposed modifications shall be applied for and approval obtained prior to such modifications.

\_\_\_\_\_  
Type or print owner name and title

\_\_\_\_\_  
Type or print lessee name and title

\_\_\_\_\_  
Signature of new owner of property (If not the new owner, I hereby certify that I am an authorized agent of the new owner)

\_\_\_\_\_  
Signature of new lessee of property (if applicable) (If not the new lessee, I hereby certify that I am an authorized agent of the new lessee)

\_\_\_\_\_  
Date Telephone

\_\_\_\_\_  
Date Telephone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

#### SECTION 3. FOR MASTER PERMITS (to be completed by transferee)

- An application fee of five hundred dollars (\$500.00) is attached.
- A copy of the instrument establishing the applicant corporation, agency, etc. as a legal entity, if applicable, is attached.

I hereby certify that I understand and accept all terms and conditions of the permit and any subsequent modifications to date. I also certify that the land practice(s) remain(s) the same, and all conditions of the permit have been satisfied. I understand that all conditions of the permit, including the legal, financial, and institutional capability to carry out all acts necessary to the terms and conditions of the Master Permit, remain applicable to me. I agree that any proposed modifications shall be applied for and approval obtained prior to such modifications.

\_\_\_\_\_  
Type or print name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Signature of new authorized agent for Master Permit participants (I certify that I am an authorized agent of the participants)

\_\_\_\_\_  
Address



### PART I. GENERAL INFORMATION

Please use the booklet titled Guidebook for Preparing an Application for a C-139 Basin "Works of the District" Permit Pursuant to Chapter 40E-63, F.A.C., to complete the applicable sections of this application. Please discuss any questions you may have with District staff prior to application submittal.

#### GOVERNING BOARD ACTIONS

Applications for new, renewed, or modified C-139 Basin Works of the District Individual Permits will require final action by the District Governing Board. Any application for an Individual or General Permit that is recommended for denial by staff will require final action by the District Governing Board. Transfers of existing Individual Permits will not require Governing Board action, unless processed simultaneously with modifications. Applications for new, renewed, or modified General Permits or transfers of existing General Permits will not require District Governing Board action.

### SECTION 1. PERMIT INFORMATION

#### TYPE OF PERMIT APPLICATION

This is an application for (Please check one box):

Permit Type	New	Renewal	Modification	Transfer
General Permit	<input type="checkbox"/> \$250.00	<input type="checkbox"/> \$250.00	<input type="checkbox"/> \$100.00	<input type="checkbox"/> \$100.00
Individual Permit*	<input type="checkbox"/> \$1,880.00	<input type="checkbox"/> \$1,880.00	<input type="checkbox"/> \$500.00	<input type="checkbox"/> \$100.00

- \*For an Individual Permit, please check at least one:
- Implementation of an optional Discharge Monitoring Plan
  - Alternate BMP
  - Alternate BMP Implementation Schedule
  - Co-permittees

#### OTHER PERMITS FROM THIS DISTRICT

If the Best Management Practices Plan submitted as part of this application proposes activities that require a new District permit or a modification to an existing District permit, applications for the other permits shall be submitted concurrently.

The following permit applications are being submitted concurrently (please check any appropriate boxes):

- Surface Water Management / ERP       Water Use       Right-of-Way       Well Construction

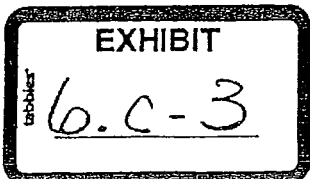
Application/Permit Numbers: \_\_\_\_\_

### SECTION 2. APPLICANT INFORMATION

Applicant (Responsible Entity)		Authorized agent (requires letter of authorization)	
Name and Title		Name and Title	
Company Name		Company Name	
Address		Address	
City, state, zip		City, state, zip	
Telephone	Fax	Telephone	Fax
e-mail		e-mail	

#### FOR DISTRICT USE ONLY

Application Number \_\_\_\_\_ Fee Code \_\_\_\_\_ Fee Paid \_\_\_\_\_ Receipt Number \_\_\_\_\_





**SECTION 3. DRAINAGE INFORMATION**

Please list farm names, types of discharges\*, and drainage acreage. Attach documentation identifying ownership or controlling entity.

Farm Name	Discharge Type	Acreage Drained	Farm Name	Discharge Type	Acreage Drained

\*Examples: Single/multiple pump structure, open culvert, weired culvert, open channel connection, overland flow, etc.

**SECTION 4. ADDITIONAL REQUIRED INFORMATION (SEE GUIDEBOOK FOR DETAILS)**

Please check that the following applicable items are attached (copies are acceptable):

- Description and documentation of legally responsible entities for site operations and permit compliance
- Documentation verifying ownership of the parcels and/or structures
- Written contracts, leases, or agreements with landowners, lessees or other entities, where applicable
- Written contracts, agreements, or equivalent regarding use or operation of the parcels and/or structures
- Tax assessor's parcel identification numbers for all included parcels (see page 3)
- A clear delineation of the area and acreage contained in the permit application, including a map which is correlated with the list of parcel owners and lessees
- Best Management Practices (BMP) Plan for each condition level I, II, III and IV
- Discharge monitoring plan (OPTIONAL)
- Permit Application Fee

**SECTION 5. CERTIFICATION BY APPLICANT (RESPONSIBLE ENTITY)**

I hereby certify that, to the best of my knowledge, the structures and project acreages listed in this application are owned or controlled by the applicant or participants, as applicable, and encompass the area referenced in this permit application. I also certify that, where applicable, the applicant or participants agree to participate in this permit application and to abide by the terms and conditions of the issued permit. In addition, I agree to provide entry at any time to the area which is included in this permit application, for South Florida Water Management District staff or their duly authorized agents, as provided for in Chapter 40E-63.444 or 63.454, F.A.C., or as otherwise provided by the issued permit.

\_\_\_\_\_  
Type or print name and title

\_\_\_\_\_  
Signature of applicant

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date



**PART II. PROPERTY INFORMATION (To be completed for each Parcel/Farm)**

New Participant

Change in Controlled Acreage

**SECTION 1. OWNER/LESSEE INFORMATION**

**Owner of Parcel/Farm**

**Lessee of Parcel/Farm**

Name and Title

Name and Title

Company Name

Company Name

Address

Address

City, state, zip

City, state, zip

Telephone

Fax

Telephone

Fax

e-mail

e-mail

**SECTION 2. INDIVIDUAL PARCEL/FARM INFORMATION (To be completed for each Parcel/Farm)**

Name of Parcel/Farm

Land Use

\*Tax Assessor's parcel identification number

Acres

Township

Range

Section(s)

County

_____	_____	_____ S _____ E _____	_____	_____
_____	_____	_____ S _____ E _____	_____	_____
_____	_____	_____ S _____ E _____	_____	_____
_____	_____	_____ S _____ E _____	_____	_____
_____	_____	_____ S _____ E _____	_____	_____
_____	_____	_____ S _____ E _____	_____	_____

Total Acreage \_\_\_\_\_

*\*Please use additional sheets if necessary*

**SECTION 3. CERTIFICATE OF PARTICIPATION**

**(Complete Part II for the applicant and/or each participant, as applicable)**

I hereby certify that, to the best of my knowledge, the total acreage listed above is owned or controlled by me and encompasses the area referenced in this permit application. I also certify that I will abide by the terms and conditions of the issued permit. In addition, I agree to provide entry at any time to the area owned or controlled by me, which is described above and included in this permit application, for South Florida Water Management District staff or their duly authorized agents, as provided for in Chapter 40E-63 F.A.C., or as otherwise provided by the issued permit. If not the owner or lessee, I hereby certify that I am the authorized agent and have included an original letter of authorization from the owner or lessee.

Type or print owner name and title

Type or print lessee name and title

Signature of owner of parcel/farm (If authorized agent, certify below)

Signature of lessee of parcel/ farm (If authorized agent, certify below)

Type or print name and title of authorized agent (if applicable)

Date

Signature of authorized agent (if applicable)



### PART III. REQUEST FOR C-139 BASIN PERMIT TRANSFER

To qualify for a permit transfer, an action must be limited to changes in administrative information about a permittee. Any other changes or additions will require a permit modification.

#### SECTION 1. PERMITTEE SECTION

Existing Permit  
Number: \_\_\_\_\_

It is requested that the Permit identified above be transferred:

<b>FROM</b>	Name and Title	<b>TO</b>	Name and Title
	Company Name		Company Name
	Address		Address
	Address		Address
	City, state, zip		City, state, zip
	Telephone ( )		Telephone ( )

The reason for this permit transfer:

A copy of the instrument effectuating the transfer of ownership, lease, interest, or control of the property is attached.

\_\_\_\_\_  
Type or print name and title

\_\_\_\_\_  
Signature of permittee

\_\_\_\_\_  
Date

#### SECTION 2. TRANSFEREE SECTION (Entity receiving the permit)

An application fee of one hundred dollars (\$100.00) is attached.

A copy of the instrument establishing the applicant, corporation, agency, etc. as a legal entity, if applicable, is attached.

I hereby certify that I understand and accept all terms and conditions of the permit and any subsequent modifications to date. I also certify that the land practices remain the same, and all conditions of the permit have been satisfied. I understand that all conditions of the permit, including the legal, financial, and institutional capability to carry out all acts necessary to comply with the terms and conditions of the Permit, are applicable to me as the new Permittee. I agree that any proposed modifications shall be applied for and approval obtained prior to such modifications.

\_\_\_\_\_  
Type or print owner name and title

\_\_\_\_\_  
Type or print lessee name and title

\_\_\_\_\_  
Signature of new owner of property (If not the new owner, I hereby certify that I am an authorized agent of the new owner, original authorization letter attached)

\_\_\_\_\_  
Signature of new lessee of property (if applicable) (If not the new lessee, I hereby certify that I am an authorized agent of the new lessee, original authorization letter attached)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address



**PART IV. C-139 BASIN BMP PLAN** (Shaded cells indicate a BMP not applicable for a specific land use.)

**LEVEL I and LEVEL II BMP IMPLEMENTATION – 15 POINTS REQUIRED**

BMP	POINTS	SAND CAKE	PASTURE	VEG	SOD	CITRUS	OTHER
<b>NUTRIENT CONTROL PRACTICES</b>							
Nutrient Application Control*	2½						
Nutrient Spill Prevention*	2½						
Manage Successive Vegetable Planting	2½						
Plant Tissue Analysis	2½						
Plant Tissue Analysis Citrus Only	5						
Soil Testing*	5						
Split Nutrient Application	5						
Slow Release P Fertilizer	5						
Reduce P Fertilization	5						
No Nutrients Imported via Direct Land Application	15						
No Nutrients Imported Indirectly through Cattle Feed	15						
Nutrient Management Plan For Pasture (Level I & II)	15						
<b>PARTICULATE MATTER AND SEDIMENT CONTROLS</b>							
Any 2	2½						
Any 4	5						
Any 6	10						
Any 8	15						
<b>WATER MANAGEMENT PRACTICES</b>							
Water Detention ½ inch	5						
1 inch	10						
Improvements to Water Management System Infrastructure to Further Increase Water Quality Treatment	5						
Reduced Flow through Water Table Management	5						
Approved & Operational Surface Water Reservoir (5 2 1)	10						
Approved & Operational Surface Water Reservoir (6 2)	10						
Approved & Operational Surface Water Reservoir (8 3)	15						
Temporary Holding Pond (40E-400, F.A.C.)	15						
No Direct Discharge	15						
<b>PASTURE MANAGEMENT</b>							
Restricted Placement of Feeders to Reduce "Hot Spots"	2½						
Restricted Placement of Cowpens to Reduce "Hot Spots"	2½						
Restricted Placement of Feed and Water to Reduce "Hot Spots"	2½						
Provide Shade Structures away from Drainage	2½						
Low Cattle Density (1 head/2 acres)	5						
Reduced P in Feed (20% min)	5						
Restrict Cattle through Fencing of Canals	10						
<b>Totals Level I and Level II (15 Points)</b>							

\*Indicates a BMP that is required when there is land application of nutrients and no permitted and properly operated surface water detention system.



Form 1045  
Jan 2002

<b>PART IV. C-139 BASIN BMP PLAN</b> (Shaded cells indicate a BMP not applicable for a specific land use.)							
<b>LEVEL III BMP IMPLEMENTATION – 25 POINTS REQUIRED</b> (Level II BMPs and 10 additional points)							
<i>BMP</i>	<i>POINTS</i>	<i>SAND CANE</i>	<i>PASTURE</i>	<i>VEG</i>	<i>SOD</i>	<i>CITRUS</i>	<i>OTHER</i>
<b>NUTRIENT CONTROL PRACTICES</b>							
Nutrient Application Control*	2½						
Nutrient Spill Prevention*	2½						
Manage Successive Vegetable Planting	2½						
Plant Tissue Analysis	2½						
Plant Tissue Analysis Citrus Only	5						
Soil Testing*	5						
Split Nutrient Application	5						
Slow Release P Fertilizer	5						
Reduce P Fertilization	5						
No Nutrients Imported via Direct Land Application	15						
No Nutrients Imported Indirectly through Cattle Feed	15						
Nutrient Management Plan for Pasture (Level III )	25						
<b>PARTICULATE MATTER AND SEDIMENT CONTROLS</b>							
Any 2	2½						
Any 4	5						
Any 6	10						
Any 8	15						
<b>WATER MANAGEMENT PRACTICES</b>							
Water Detention ½ inch	5						
1 inch	10						
Improvements to Water Management System Infrastructure to Further Increase Water Quality Treatment	5						
Reduced Flow through Water Table Management	5						
Approved & Operational Surface Water Reservoir (5.2.1)	10						
Approved & Operational Surface Water Reservoir (6.2)	10						
Approved & Operational Surface Water Reservoir (6.3)	15						
Temporary Holding Pond (#0E-400, F A C.)	15						
No Direct Discharge	15						
<b>PASTURE MANAGEMENT</b>							
Restricted Placement of Feeders to Reduce "Hot Spots"	2½						
Restricted Placement of Cowpens to Reduce "Hot Spots"	2½						
Restricted Placement of Feed and Water to Reduce "Hot Spots"	2½						
Provide Shade Structures away from Drainage	2½						
Low Cattle Density (1 head/2 acres)	5						
Reduced P in Feed (20% min)	5						
Restrict Cattle through Fencing of Canals	10						
<b>Totals - Level III (25 Points)</b>							

\*Indicates a BMP that is required when there is land application of nutrients and no permitted and properly operated surface water detention system.



**PART IV. C-139 BASIN BMP PLAN** (Shaded cells indicate a BMP not applicable for a specific land use.)

**LEVEL IV BMP IMPLEMENTATION – 35 POINTS REQUIRED** (Level III BMPs and 10 additional points)

BMP	POINTS	SAND CANE	PASTURE	VEG.	SOD	CITRUS	OTHER
<b>NUTRIENT CONTROL PRACTICES</b>							
Nutrient Application Control*	2 1/2						
Nutrient Spill Prevention*	2 1/2						
Manage Successive Vegetable Planting	2 1/2						
Plant Tissue Analysis	2 1/2						
Plant Tissue Analysis Citrus Only	5						
Soil Testing*	5						
Split Nutrient Application	5						
Slow Release P Fertilizer	5						
Reduce P Fertilization	5						
No Nutrients Imported via Direct Land Application	15						
No Nutrients Imported Indirectly through Cattle Feed	15						
Nutrient Management Plan for Pasture (Level IV)	35						
<b>PARTICULATE MATTER AND SEDIMENT CONTROLS</b>							
Any 2	2 1/2						
Any 4	5						
Any 6	10						
Any 8	15						
<b>WATER MANAGEMENT PRACTICES</b>							
Water Detention 1/2 inch	5						
1 inch	10						
Improvements to Water Management System Infrastructure to Further Increase Water Quality Treatment	5						
Reduced Flow through Water Table Management	5						
Approved & Operational Surface Water Reservoir (5.2.1)	10						
Approved & Operational Surface Water Reservoir (6.2)	10						
Approved & Operational Surface Water Reservoir (6.3)	15						
Temporary Holding Pond (40E-400, F.A.C.)	15						
No Direct Discharge	15						
<b>PASTURE MANAGEMENT</b>							
Restricted Placement of Feeders to Reduce "Hot Spots"	2 1/2						
Restricted Placement of Cowpens to Reduce "Hot Spots"	2 1/2						
Restricted Placement of Feed and Water to Reduce "Hot Spots"	2 1/2						
Provide Shade Structures away from Drainage	2 1/2						
Low Cattle Density (1 head/2 acres)	5						
Reduced P in Feed (20% min)	5						
Restrict Cattle through Fencing of Canals	10						
<b>Totals - Level IV (35 Points)</b>							

\*Indicates a BMP that is required when there is land application of nutrients and no permitted and properly operated surface water detention system.



**PART IV. C-139 BASIN BMP PLAN - ALTERNATE BMP (only allowed for individual permits)**

**PROPOSED BMP DESCRIPTION AND IMPLEMENTATION**

Change in operational practices

Change in procedures

**ANTICIPATED EFFECTS ON PHOSPHOROUS LOADS AND BASIS**

**DESCRIPTION OF DOCUMENTATION AND RECORDS OF IMPLEMENTATION**

Work Orders

Receipts

Logs

Manufacturer Specifications

Maps

Visual Inspection

Testing Records

Consultant Recommendations

Photographs

Other (explain below)

**TRAINING REQUIREMENTS/PROGRAM DESCRIPTION**



**PART V. C-139 BASIN OPTIONAL DISCHARGE MONITORING PLAN**

**MONITORING INFORMATION**

<b>Control Structure Operator</b>		<b>Sample Collector</b>	
Name and Title		Name and Title	
Company Name		Company Name	
Address		QA Plan Holder (Name) & Field Sampling QA Plan Number	
Address		Address	
City, state, zip		City, state, zip	
Telephone	Fax	Telephone	Fax
e-mail		e-mail	

**STRUCTURE IDENTIFICATION**

Please indicate the farm name, type of discharge structure\* and structure designation  
 \*(i.e. Single/multiple pump structure, open culvert, weired culvert, open channel connection, etc.)  
 Check type of automatic sampler: Time Proportional/Time Weighted (TPTW) or Flow Proportional/Flow Weighted (FPFW)

Farm Name	Structure Type/Description	Structure Designation (for example, Station ID)	Sampling Method	
			TPTW	FPFW

**SAMPLING REQUIREMENTS**

Please check that the following items have been installed or are included:

<input type="checkbox"/> Description of Rainfall Collection Equipment	<input type="checkbox"/> Description of Staff Gauge Locations
<input type="checkbox"/> Location of Rainfall Collection Equipment	<input type="checkbox"/> Sample Field Data Logs
<input type="checkbox"/> Autosamplers	<input type="checkbox"/> Description of Backup Methodology, as applicable
<input type="checkbox"/> Flow Calibrations	<input type="checkbox"/> Description of Flow Calculation Methodology
<input type="checkbox"/> Description of Field Data	

**SAMPLING LABORATORY INFORMATION**

Company Name		Contact
Address		HRS Certification Number
City, state, zip		Additional Lab/Sampler Information
Telephone	Fax	
e-mail		

# SOUTH FLORIDA WATER MANAGEMENT DISTRICT

## Request for Environmental Resource, Surface Water Management, Water Use or Wetland Resource Permit Transfer

(to be completed, executed and submitted by the new owner)

SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
Environmental Resource Regulation

It is hereby requested that District Permit No.(s) \_\_\_\_\_, issued under Application No.(s) \_\_\_\_\_ be transferred as follows:

FROM: Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Project Name \_\_\_\_\_  
Permitted Acreage \_\_\_\_\_

TO: Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
E-mail Address \_\_\_\_\_ Acreage to be transferred \_\_\_\_\_  
Project Name \_\_\_\_\_

Enclosed are the following documents:

- Recorded copy of documents effectuating transfer of ownership
- Permit Application Processing fee(s)
- Project or boundary map

Pursuant to Rule 40E-1.6107, Rule 40E-2.351 (Water Use), and Rule 40E-4.351 (Environmental Resource), Florida Administrative Code, the undersigned agrees to be bound by all terms and conditions of the permit, including any subsequent modifications thereto. Authorization for any proposed modification to the project shall be applied for and obtained prior to conducting such modification.

(Deviation from the permitted acreage, such as the purchase of less acreage than permitted, or from any activities authorized by a District Permit shall require a Permit modification prior to consideration of Permit transfer.)

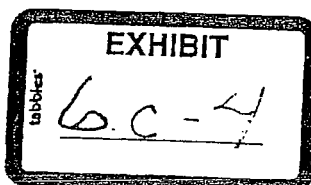
\_\_\_\_\_  
Print Name of New Permittee

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date



[sfwmd.gov](http://sfwmd.gov)

## EXHIBIT 7.a.x

### GENERAL ESCROW AGREEMENT

**THIS GENERAL ESCROW AGREEMENT** (this "Agreement") is executed this \_\_\_\_\_ day of \* \_\_\_\_\_ \*, 2010, among **UNITED STATES SUGAR CORPORATION**, a Delaware corporation, **SBG FARMS, INC.**, a Florida corporation, and **SOUTHERN GARDENS GROVES CORPORATION**, a Florida corporation, as sellers, (collectively, "Seller"), the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation created under Chapter 373, Florida Statutes, as buyer ("Buyer"), and \* \_\_\_\_\_ \*, as escrow agent ("Escrow Agent") (Seller and Buyer are herein collectively referred to as "Principals" or individually as a "Party" or collectively as the "Parties").

### RECITALS

A. Seller and Buyer entered into a Second Amended and Restated Agreement for Sale and Purchase dated \* \_\_\_\_\_ \*, 2010 (the "Purchase Agreement").

B. The Closing has occurred on the date hereof.

C. Seller (or certain entities of Seller) and Buyer entered into certain lease agreements dated \_\_\_\_\_ pursuant to the Purchase Agreement (each a "Lease," and collectively the "Leases"), with Seller (or certain entities of Seller), as Lessee, and Buyer, as Lessor.

D. Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the meanings assigned to the same in the Purchase Agreement or Leases.

E. The Purchase Agreement provides, among other things, for Seller to deposit the General Escrow Fund, which, under the Leases, also serves as the Security Deposit Fund, in the amount of \$1,471,898.00 with Escrow Agent, by cash or a Letter of Credit, as security for any: (i) any Environmental Claim that Buyer may have under **Section 21.e** of the Purchase Agreement; (ii) as security for costs incurred by Seller to perform Additional Remediation pursuant to **Section 21** of the Purchase Agreement; (iii) as security for payment of one hundred thirty percent (130%) of the Final Remediation Cost Estimate to Buyer pursuant to **Section 21** of the Purchase Agreement; (iv) as security for costs incurred by Buyer to complete Additional Remediation begun by Seller, but which has not been timely completed by Seller pursuant to **Section 21** of the Purchase Agreement, or if Seller has not met a Milestone in the Additional Remediation Schedule as a result of its failure to diligently pursue same pursuant to the terms of the Purchase Agreement (the matters and obligations described in the foregoing clauses (i) – (iv) are referred to herein, collectively, as the "Environmental Obligations"); and (v) as security for all obligations of Seller under the Leases (the "Seller Lease Obligations", the Seller Lease Obligations, together with the Environmental Obligations described in the foregoing clauses (i) – (iv) are referred to herein, collectively, as the "Escrow Claims"). Amounts in the General Escrow Fund shall be used solely to satisfy the Escrow Claims as and to the extent the same is required to be disbursed in accordance with this Agreement and for no other purpose.

F. Principals desire that the General Escrow Fund be held in escrow by Escrow Agent, subject to the terms and conditions herein.

**NOW, THEREFORE**, in consideration of the covenants and agreements herein set forth and other good and lawful consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **GENERAL ESCROW.**

(a) The foregoing recitals are true, correct and incorporated into this Agreement. The General Escrow Fund shall be held by Escrow Agent in escrow in an interest bearing account (if cash) at \* \_\_\_\_\_ \* Bank or other bank agreed to by the Principals in writing, subject to the terms and conditions contained in this Agreement, as security for the Escrow Claims.

(b) Any interest that may accrue on the General Escrow Fund shall be for the benefit of Seller.

2. **LETTER OF CREDIT.** In the event Seller delivers the Letter of Credit to Escrow Agent for the General Escrow Fund, then:

(a) The Letter of Credit shall meet the requirements set forth in the Purchase Agreement and the Leases, including, without limitation, the requirements that the Letter of Credit shall: (i) be in the form of an irrevocable commercial letter of credit with a term of at least twelve (12) months, (ii) be issued by one or more of Seller's lenders, under its revolving credit facility, naming the Escrow Agent, as beneficiary, (iii) provide for draws as set forth below in this Agreement, and (iv) have an "evergreen" clause and be renewed automatically each year by the issuing bank, unless the bank gives written notice to the beneficiary at least thirty (30) days prior to the expiration date of the then existing Letter of Credit that the bank elects that it not be renewed.

(b) In the event any Letter of Credit is not timely renewed and Seller has not replaced the same within ten (10) business days prior to the expiration thereof, then Escrow Agent shall, unless otherwise directed by Buyer, draw upon the same and hold it as a cash General Escrow Fund pursuant to the terms of this Agreement

(c) Any draws under the Letter of Credit by the Escrow Agent shall be made by sight draft substantially in form and substance attached hereto as **Exhibit A** (unless another form is required by the issuing bank of the Letter of Credit and is reasonably approved by Buyer) for release of funds in accordance with **Paragraph 3** below.

(d) The Letter of Credit shall be renewed automatically each year by the issuing bank as provided in the Purchase Agreement, and shall expire on the third (3<sup>rd</sup>) anniversary of the final Lease Termination Date under the Leases, unless the Escrow Agent is required to continue to act as the Escrow Agent beyond the third (3<sup>rd</sup>) anniversary of the final Lease Termination Date under the Leases as provided in **Paragraph 4(b)** below, in which case the Letter of Credit shall not expire until this Agreement is no longer in effect in accordance with **Paragraph 4(b)** below.

(e) Seller may, at any time, deliver cash to Escrow Agent to replace any existing Letter of Credit or deliver a Letter of Credit to Escrow Agent to replace any existing cash being held thereby. Escrow Agent agrees to execute any documentation reasonably requested by Seller to effectuate the foregoing.

3. **DISBURSEMENT OF GENERAL ESCROW FUNDS.**

(a) **Claims With Respect to Environmental Obligations.**

(i) **Draws by Buyer.** In the event that Escrow Agent receives a written notice from Buyer that an Environmental Obligations exists (including any right to receive reasonable legal fees and expenses associated with such Environmental Obligation as and to the extent provided in the Purchase Agreement) or any failure by Seller to maintain the full amount of the General Escrow Fund in accordance with **Section 10.b.v** of the Purchase Agreement (“Funding Failure”) and demanding disbursement of all or a portion of the General Escrow Fund representing the amount of such Environmental Obligation or Funding Failure, which demand shall include an explanation, in reasonable detail, setting forth the factual and legal basis of the Environmental Obligation or Funding Failure, the computation of the amounts demanded to be paid to Buyer, and (if applicable) a copy of any settlement and/or judgment obtained in connection with an Environmental Obligation, then, upon receipt of such written notice from Buyer, Escrow Agent shall give written notice to Seller of such demand and of Escrow Agent's intention to disburse the amount demanded by Buyer, unless Escrow Agent and Buyer receive a written objection from Seller within ten (10) business days of Escrow Agent's delivery of its written notice to Seller. If Escrow Agent does not receive a written objection from Seller within that ten-day period, then Escrow Agent is hereby authorized to disburse and shall disburse the demanded portion of the General Escrow Fund to Buyer and notify Seller of such disbursement. If, however, within ten (10) business days after the Escrow Agent's delivery of written notice to Seller, the Escrow Agent receives either a written objection from Seller for the disbursement thereof, or a conflicting demand from Seller for a different disbursement to Buyer, then Escrow Agent shall continue to hold the demanded portion of the General Escrow Fund until otherwise directed by joint written instructions from Seller and Buyer or until receipt of a final, unappealable judgment of a court with appropriate jurisdiction directing payment for the Environmental Obligations or Funding Failure demanded by Buyer.

(ii) **Draws by Seller.** In the event that Escrow Agent receives a written notice from Seller certifying that one or more invoices attached to such notice were incurred for the cost of performing Additional Remediation under **Section 21** of the Purchase Agreement and demanding disbursement of all or a portion of the General Escrow Fund to pay such invoices, the Escrow Agent shall pay such invoices in accordance with the instructions for payment provided on such written notice. When Seller delivers such written notice to the Escrow Agent, it shall simultaneously deliver a copy (including all attachments) to Buyer. Upon receipt of such written notice from Seller, Escrow Agent shall give written notice to Buyer of Escrow Agent's intention to pay the amount demanded by Seller, unless Escrow Agent and Seller receive a written objection from Buyer within ten (10) business days of Escrow Agent's delivery of its written notice to Buyer. If Escrow Agent does not receive a written objection from Buyer within that ten-day period, then Escrow Agent is hereby authorized to disburse and shall disburse the demanded portion of the General Escrow Fund in accordance with the instructions provided by

Seller and to notify Buyer of such disbursement. If, however, within ten (10) business days after the Escrow Agent's delivery of written notice to Buyer, Escrow Agent receives either a written objection from Buyer or a conflicting demand from Buyer concerning payment of one of more invoices, then Escrow Agent shall continue to hold the demanded portion of the General Escrow Fund in the General Escrow until otherwise directed by joint written instructions from Seller and Buyer or until receipt of a final, unappealable judgment of a court with appropriate jurisdiction directing payment of invoices submitted by Seller.

(b) **Claims with Respect to Seller Lease Obligations.** Escrow Agent shall only have the right and obligation to disburse any portion of the General Escrow Funds for any Seller Lease Obligations in the event that Escrow Agent receives a written notice from Buyer, as Lessor under the applicable Lease, that: (i) an agreement has been executed by Buyer, as Lessor, and Seller (or the applicable Seller entity), as Lessee, under the applicable Lease agreeing upon the reason for, and amount of, disbursement of the General Escrow Fund, (ii) a monetary Default by Lessee has occurred under the applicable Lease, or (iii) all appeal periods have expired following a final order by a court of law rendering a monetary judgment against Seller (or the applicable Seller entity), as the Lessee, in favor of Buyer, as the Lessor. When Buyer delivers such written notice to the Escrow Agent, which shall include an explanation and supporting documentation, in reasonable detail, setting forth the factual and legal basis of such disbursement, it shall simultaneously deliver a copy (including all attachments) to Seller. In the event Buyer delivers a written notice to Seller and Escrow Agent with respect to clauses (i), (ii) or (iii) above, then Escrow Agent is hereby authorized to disburse and shall immediately disburse the demanded portion of the General Escrow Fund to Buyer and notify Seller of such disbursement notwithstanding receipt of any written objection from Seller.

#### 4. **REPLENISHMENT/RELEASE OF GENERAL ESCROW FUND**

(a) The Escrow Agent shall notify Buyer and Seller of any disbursements from the General Escrow Fund. Until this Agreement terminates in accordance with **Paragraph 4(b)** below, Seller shall be required to replenish the General Escrow Fund within fifteen (15) days after Seller has received written notice from Escrow Agent that any disbursement has been made from the General Escrow Fund in accordance with **Paragraph 3(a)** or **Paragraph 3(b)** of this Agreement. Without limiting the foregoing, if any claim by Buyer for disbursement under **Paragraph 3(a)** or **Paragraph 3(b)** of this Agreement is in excess of the amount then on deposit in the General Escrow Fund and Escrow Agent disburses the full amount of the General Escrow Fund then on deposit to Buyer pursuant to **Paragraph 3(a)** or **Paragraph 3(b)** of this Agreement (the "**Initial Disbursement**"), then Seller shall deposit the amount of the applicable claim that is in excess of the Initial Disbursement into the General Escrow Fund within fifteen (15) days after receipt of written notice from Escrow Agent of the Initial Disbursement and the Escrow Agent shall immediately disburse such excess to Buyer. Escrow Agent shall immediately notify Seller and Buyer if Seller fails to comply with any of the requirements set forth in this **Paragraph 4** and such failure shall constitute an immediate Default under the Purchase Agreement and the Leases.

(b) Upon the third (3rd) anniversary of the final Lease Termination Date occurring under the Leases: (i) if there are not any pending claims to any portion of the General Escrow Fund relating to any of the Escrow Claims which have been made pursuant to **Paragraph 3(a)**

and/or **Paragraph 3(b)** of this Agreement; and (ii) if Buyer provides no Additional Remediation Notice to Seller under **Section 21.c.i** of the Purchase Agreement (or if the obligations under any such Additional Remediation Notice have been satisfied); and (iii) if Buyer Indemnified Parties provide no Environmental Notices to Seller (or any such indemnification claims have been satisfied); and (iv) if Governmental Confirmations for all of the Additional Remediation to be performed by Seller pursuant to **Section 21.c.ii.1** of the Purchase Agreement have been issued for all of the Additional Remediation, then, subject to the terms of clauses (x) and (y) below, Seller shall be entitled to receive any remaining amounts in the General Escrow Fund, the General Escrow Fund shall terminate and Seller and Buyer shall jointly notify Escrow Agent to release the amount in the General Escrow Fund to Seller. After the Escrow Agent releases the amount in the General Escrow Fund in accordance with this **Paragraph 4(b)**, this Agreement shall terminate and no longer be in effect. Notwithstanding the foregoing: (x) if substantially all (but not all) of the Additional Remediation has been completed, Buyer and Seller shall use good-faith efforts to mutually agree to reduce the General Escrow Fund to an amount reasonably sufficient to cover the remaining costs of the Additional Remediation; and (y) if there are any pending claims to any portion of the General Escrow Fund relating to any of the Seller Lease Obligations which have been made pursuant to **Paragraph 3(b)** of this Agreement, then Escrow Agent shall continue to hold a portion of the General Escrow Fund in accordance with this Agreement in the reasonably estimated amount necessary to satisfy such Seller Lease Obligations until the same are resolved pursuant to **Paragraph 3(b)** of this Agreement, and shall release the remaining amount of the General Escrow Fund to Seller.

(c) Buyer, as “Lessor” under the Leases, shall not have the right to make any claims against the General Escrow Fund for Seller Lease Obligations after the third (3<sup>rd</sup>) anniversary of the applicable Lease Termination Date. Any claims for Seller Lease Obligations that may be made by Lessor during the 3-year period after the applicable Lease Termination Date under this Agreement, may only be made Lessor within the applicable survival periods of each applicable provision under the applicable Lease as provided in **Paragraph 32.H** thereof. For the purposes of this Agreement, if the Lease Termination Date has occurred due to an assignment of all of Lessee’s interest under the Lease pursuant to a permitted “Assignment” thereunder: (i) Seller, as Lessee under the Lease, shall only be liable for Seller Lease Obligations during such 3-year period after the applicable Lease Termination Date to the extent such liability is for matters or conditions arising, occurring or existing prior to the effective date of any such Assignment; (ii) as provided in **Paragraph 10** of the Leases, Seller, as Lessee under the Lease, shall, upon such Assignment, be automatically released of its duties, responsibilities or obligations under the applicable Lease from and after the effective date of the Assignment; provided, however, that Seller, as Lessee under the applicable Lease, shall not be released with respect any of the representations, warranties, duties, responsibilities, liabilities or obligations under the applicable Lease for matters or conditions arising, occurring or existing prior to the effective date of any such Assignment; (iii) the survival periods under the applicable Lease for any Seller Lease Obligations shall be deemed to commence on the date that Lessee has assigned all of its interest under the applicable Lease pursuant to a permitted “Assignment” thereunder; and (iv) upon the initial funding of the Security Deposit Fund by the assignee, Buyer shall have no further rights or claims upon or with respect to the General Escrow Fund or the General Escrow Agreement as a result of the failure of such assignee and/or its successors or assigns to perform its/their representations, warranties, duties, responsibilities, liabilities or obligations under the applicable Lease.

(d) Buyer agrees that the only claims that Buyer, as “Buyer” under the Purchase Agreement or as “Lessor” under the Leases, may make against the General Escrow Fund are for Escrow Claims and in no event may Buyer make any other claim whatsoever against the General Escrow Fund.

5. **LIABILITY OF ESCROW AGENT.** Escrow Agent hereby accepts its appointment hereunder subject to the following conditions:

(a) Escrow Agent may decline to act and shall not be liable for failure to act if in doubt as to its duties and responsibilities hereunder. Escrow Agent shall have the right to consult with counsel of its own choosing in the performance of its duties and responsibilities hereunder, and shall not be liable for any action taken in good faith in reliance upon the advice of counsel. Escrow Agent may act upon any instrument or signature reasonably believed by Escrow Agent to be genuine and may assume that any person purporting to give any notice or instruction hereunder, reasonably believed by Escrow Agent to be authorized, has been duly authorized to do so. Escrow Agent is not charged with any knowledge of or any duties or responsibilities, except as set forth in this Agreement. Except for willful misconduct, the Escrow Agent shall be excused from all responsibility, including insolvency of any depository, and shall be indemnified by Seller and Buyer in connection with the performance of its obligations hereunder. Buyer shall pay fifty percent (50%) of the costs of such indemnification and Seller jointly and severally shall pay fifty percent (50%) of the cost of such indemnification, subject to either Party’s right to recover such costs from the other Party under any applicable provisions of the Purchase Agreement or applicable Lease.

(b) Escrow Agent shall not be deemed to have knowledge of any matter or thing unless and until Escrow Agent has actual knowledge of such matter or thing, and Escrow Agent shall not be charged with any constructive notice or knowledge whatsoever.

(c) In the event instructions from any of the Principals would require Escrow Agent to expend any monies or to incur any cost, Escrow Agent shall be entitled to refrain from taking any action until it receives payment for such costs. Such costs shall be paid by the applicable Principal who required the Escrow Agent to incur them, subject to either Party’s right to recover such costs from the other Party under any applicable provisions of the Purchase Agreement or applicable Lease. If both Buyer and Seller require the Escrow Agent to incur such costs, Buyer shall pay fifty percent (50%) of the costs and Seller jointly and severally shall pay fifty percent (50%) of them, subject to either Party’s right to recover such costs from the other Party under any applicable provisions of the Purchase Agreement or applicable Lease.

(d) If written notice of default, non-performance or dispute by or between the Parties is given to Escrow Agent, Escrow Agent may in its sole discretion perform in accordance with its obligations hereunder or prepare to and shortly thereafter file an interpleader action to resolve the conflict and thereafter be free from any further obligation to the Parties or hereunder.

6. **DISPUTE RESOLUTION PROCEDURES.**

(a) Negotiation by the Parties. If a dispute arises under this Agreement between Buyer on one hand and any or all of Seller on the other hand, executives of both Parties shall

meet at a mutually acceptable time and place within ten (10) days after delivery of notice of such dispute and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to negotiate resolutions of the dispute. If the matter has not been resolved within ten (10) days from the referral of the dispute to the executives, either Party may initiate mediation as provided hereinafter.

(b) Mediation.

(i) If the dispute has not been resolved by the negotiation as provided above, the Parties shall endeavor to settle the dispute by mediation. Either Party may initiate a non-binding mediation proceeding by a request in writing to the other Party; thereupon, both Parties will be obligated to engage in mediation. The proceeding will be conducted at a mutually agreeable location in West Palm Beach, Florida.

(ii) If the Parties have not agreed within ten (10) days of the request for mediation on the selection of a mediator willing to serve, Buyer will provide a list of five (5) independent mediators from which Seller shall choose a mediator.

(iii) Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: a written settlement is reached, the mediator concludes and informs the Parties in writing that further efforts would not be useful, the Parties agree in writing that an impasse has been reached, or a Party commences litigation in accordance with Paragraph 6.c below. Neither Party may withdraw before the conclusion of the proceeding unless litigation is commenced pursuant to the provisions of Section 6.c below or either Party has elected to terminate this Agreement in accordance with the terms of this Agreement.

(iv) In case of violation of the aforesaid obligation to mediate by either Party, the other Party may bring an action to seek enforcement of such obligation in the courts specified in Paragraph 8 of this Agreement.

(c) Litigation. If the dispute has not been resolved by mediation as provided in Paragraph 6.b above within forty-five (45) days of the initiation of such mediation procedure, either Party may initiate litigation upon five (5) days written notice to the other Party; provided, however, that if one Party has requested the other to participate in a nonbinding procedure, as provided for under this Paragraph 6, and the other Party has failed to participate, the requesting Party may initiate litigation before expiration of the above period. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the courts specified in Paragraph 8 of this Agreement.

(d) Confidentiality. To the extent allowed by Law, all negotiations, settlement agreements and/or other written documentation pursuant to this Paragraph 6 shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and Florida Rules of Evidence.

(e) Costs of Dispute Resolution. Each party shall bear its own fees and expenses with respect to the dispute resolution procedures and Buyer and Seller shall each pay fifty percent (50%) of the fees and expenses of any mediator used under Paragraph 6.b above.

7. **NOTICES**

Any notice, request, demand, instruction, or other communications to be given, provided or delivered to any party hereunder, shall be in writing and shall be deemed to be delivered upon the earlier to occur of: (a) actual receipt if delivered by (i) hand, commercial courier or reputable overnight delivery service to the address indicated, (ii) facsimile transmission, with confirmation of receipt or (iii) electronic transmission, if also sent by another alternative means of delivery named herein; or (b) the delivery by registered or certified United States Postal Service mail, return receipt requested, postage prepaid, addressed as follows:

If to Escrow Agent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Buyer: South Florida Water Management District  
3301 Gun Club Road  
West Palm Beach, Florida 33406  
Attention: Executive Director and Chairman  
Fax: (561) 681-6233

With a copy to: South Florida Water Management District  
3301 Gun Club Road  
West Palm Beach, Florida 33406  
Attention: General Counsel  
Fax: (561) 682-6447

If to Seller: c/o United States Sugar Corporation  
111 Ponce de Leon Avenue  
Clewiston, Florida 33440  
Attention: Malcolm S. (Bubba) Wade, Jr. and  
Edward Almeida, Esq.  
Fax:(863) 902-2120

The addresses for the purpose of this **Paragraph 7** may be changed by any party by giving written notice of such change to the other Parties in the manner provided herein. Attorneys for the respective Parties to this Agreement may send and receive notices on their client's behalf.

8. **JURISDICTION AND VENUE**. The parties acknowledge that a substantial portion of negotiations and anticipated performance and execution of this Agreement occurred or shall occur in Palm Beach County, Florida, and that, therefore, each of the parties irrevocably and unconditionally (1) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement may be brought in the courts of record of, as applicable, the State of Florida in Palm Beach County or the court of the United States, Southern District of Florida; (2) consents to the jurisdiction of each such court in any suit, action or proceeding; (3) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such

courts; and (4) agrees that service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in said state.

9. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

10. **GOVERNING LAW.** This Agreement and all transactions contemplated by this Agreement shall be governed by, construed, and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws.

11. **TIME.** Time is of the essence with regard to every term, condition and provision set forth in this Agreement. Time periods herein of less than six (6) days shall in the computation exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which shall end on Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. (E.S.T.) of the next business day.

12. **WAIVER OF JURY TRIAL.** AS INDUCEMENT TO THE PARTIES AGREEING TO ENTER INTO THIS AGREEMENT, EACH OF THE PARTIES HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY A PARTY AGAINST ANY OTHER PARTY PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. EACH OF THE PARTIES CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE ACTUAL WAIVERS AND CERTIFICATIONS OF THIS PARAGRAPH 12.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement among the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No agreements or representations, unless incorporated in this Agreement shall be binding upon any of the parties. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of the Purchase Agreement and/or any of the Leases, then the terms and provisions of this Agreement shall control.

DONE AND AGREED this \_\_\_\_\_ day of \* \_\_\_\_\_ \*, 2010.

ESCROW AGENT

\* \_\_\_\_\_ \*

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

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

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

SELLER:

\* \_\_\_\_\_ \*

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

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

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

[BUYER'S SIGNATURE BLOCK ON FOLLOWING PAGE]

**BUYER:**

SOUTH FLORIDA WATER MANAGEMENT  
DISTRICT

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

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

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

**EXHIBIT A to EXHIBIT 7.a.x**

**SIGHT DRAFT**

[\*DATE\*]

To: Issuing Bank

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

At sight, pay to the order of \* \_\_\_\_\_ \* [\*INSERT NAME OF ESCROW AGENT\*], the amount of \* \_\_\_\_\_ \* (\$\* \_\_\_\_\_ \*).

Draw under Letter of Credit No. \* \_\_\_\_\_ \*, dated \* \_\_\_\_\_ \* ("Letter of Credit").

The undersigned is entitled to draw under the Letter of Credit pursuant to the terms of the Escrow Agreement (the "Agreement") dated \* \_\_\_\_\_ \* between United States Sugar Corporation [INSERT OTHER SUBSIDIARIES AS NEEDED], South Florida Water Management District and the undersigned (as escrow agent) and the Purchase Agreement (as defined in the Agreement).

**[INSERT NAME OF ESCROW AGENT]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \* \_\_\_\_\_

**EXHIBIT 7.a.xiv**

**LEGAL OPINION**

OUR FILE NUMBER: 00013776.00076  
WRITER'S DIRECT DIAL NUMBER: (561) 655-1980

**[INSERT DATE]**

South Florida Water Management District  
3301 Gun Club Road  
West Palm Beach, FL 33406

ATTN: Carol Wehle, Executive Director

Re: Second Amended and Restated Agreement for Sale and Purchase (the "Agreement") with an Effective Date of \* \_\_\_\_\_ \*, 2010 by and among U.S. Sugar Corporation, a Delaware corporation ("Parent"); SBG Farms, Inc., a Florida corporation; and Southern Garden Groves Corporation, a Florida corporation; (collectively, the "Selling Subsidiaries" and, together with Parent, "Sellers"); and the South Florida Water Management District, a public corporation created under Chapter 373 of the Florida Statutes, as Buyer ("Buyer").

Ladies and Gentlemen:

We have acted as legal counsel to Sellers in connection with certain transactions described in the Agreement. This letter is being furnished at the request of the Sellers pursuant to **Section 7.a.xiv** of the Agreement. Capitalized terms that are used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

This letter has been prepared and is to be construed in accordance with the Report on Standards For Opinions of Florida Legal Counsel dated April 8, 1991, issued by the Business Law Section of the Florida Bar, as updated September 4, 1998 (collectively, the "Report"). The Report is incorporated by reference into this letter. For purposes of construing the Report, the "client" as referenced in the Report is, collectively, the Sellers.

Members of our firm involved in the preparation of this letter are licensed to practice law in the State of Florida, and we express no opinion with respect to the effect of any law other than the laws of the State of Florida and the Federal laws of the United States (collectively, "Applicable Law"), and, with respect to the opinions set forth in Paragraphs 1 through 3 below, the statutory provisions of the General Corporation Law of the State of Delaware (the "DGCL"). While we are not licensed to practice law in the State of Delaware, we have reviewed applicable provisions of the DGCL as we have deemed appropriate in connection with the opinions expressed herein. Any opinion herein which implicates Delaware law is limited solely to the statutory provisions of the DGCL. Without limiting the generality of the forgoing, we express no opinion on judicially developed interpretations of the DGCL or any other aspects of Delaware law, nor on general principles of equity, considerations of public policy, judicial discretion or other considerations

which may effect the application of the DGCL to the specific facts. Except as described above, we have neither examined nor do we express any opinion with respect to Delaware law.

In rendering the following opinions, we have examined originals or copies of the Agreement and originals or copies of the documents that have been represented to us as true originals or copies of the documents described in Schedule I (the "Authority Documents") attached hereto and made a part hereof. In rendering the opinions set forth in Paragraphs 1 through 3 below, we have relied solely upon the Authority Documents.

In rendering the following opinions, we have relied, with your approval, as to factual matters that affect our opinions, solely on our examination of: (a) certificates of the Sellers and their representatives (the "Officers' Certificates"), and (b) the Agreement and Authority Documents, including the representations and warranties and other statements and assertions of facts set forth in the Officers' Certificates, the Agreement and the Authority Documents. We have made no independent investigation, inquiry or verification of the representations and warranties and other statements and assertions of facts set forth in the Officers' Certificates, the Agreement and the Authority Documents, and we do not opine as to the accuracy of any such factual matters. Without limiting the foregoing, with your approval: (i) we have made no examination or investigation to verify the accuracy or completeness of any financial, accounting, statistical or other similar information set forth in the Agreement, or with respect to any other accounting or financial matter and accounts, and express no opinion with respect thereto; (ii) except for the Authority Documents, we have not reviewed the minute books, minutes, resolutions, shareholders agreements, voting trusts or other similar agreements, or other corporate documents of any Seller, as applicable; (iii) we have assumed that the Sellers are duly organized and we have not verified whether or not all of the steps in the organization, the chain of elections of directors, the issuances and transfers of shares, and/or the adoption of and amendments to the articles of incorporation, certificate of incorporation, bylaws, or comparable matters, as applicable, at the time of or since each Seller's formation were performed in accordance with the corporate law in effect when the actions were taken (and taken in regular and continuous manner), and we have relied on the presumption of regularity and continuity of such steps in rendering our opinions set forth in this letter; and (iv) we have not conducted a search or investigation of the records of any court or governmental authority for litigation, suits, proceedings, orders, judgments, decrees, filings, or otherwise.

In our examination of the Agreement and in rendering the following opinions, in addition to those assumptions and qualifications set forth in the Report and the assumptions and qualifications contained elsewhere in this letter, we have, with your consent, assumed, without investigation, (i) the power and authority of each party to the Agreement, other than Sellers, to execute, deliver, and perform the same without violating its certificate of incorporation or by-laws or any other organizational or governing documents or any law or governmental rule or regulation applicable to it, (ii) that the execution, delivery and performance of the Agreement by each party thereto will not conflict with, constitute a default under, or result in a breach of any requirement of law or any contractual obligation of such party, and (iii) the genuineness of all signatures on such originals or copies.

Based upon and subject to the foregoing and the assumptions, qualifications, limitations and exceptions set forth in this letter and/or in the Report, as of the date hereof, we are of the opinion that:

1. The Parent is a corporation duly incorporated under the laws of the State of Delaware and is in good standing, and each of the remaining Sellers have been duly incorporated under the laws of the State of Florida, and each such entities' status is active.
2. Each of the Sellers has the requisite corporate power to execute and deliver the Agreement and to perform its respective obligations thereunder.
3. The execution, delivery and performance by Sellers of the Agreement have been duly authorized by all necessary corporate action on the part of each of the Sellers.

Nothing contained in this letter shall be deemed to be an opinion other than those set forth in numbered Paragraphs 1 through 3 which immediately precede this paragraph.

Although we have acted as counsel to the Sellers in connection with the Agreement, our engagement has been limited to such matters as to which we have been consulted. Accordingly, there may exist matters of a legal or factual nature involving the Sellers in connection with which we have not been consulted and which would affect the opinions rendered herein.

The opinions set forth in this letter are limited to the matters stated herein and are based on the Applicable Law and judicial decisions of the State of Florida as of the date hereof, which are subject to amendment, repeal or other modification. We shall have no obligation to notify or otherwise inform you of the amendment, repeal or other modification of the Applicable Law or judicial decisions that serve as the basis for the opinions set forth in this letter or laws or judicial decisions hereinafter enacted or rendered which impact on the opinions set forth herein.

We undertake no obligation to inform you of any changes or other matters occurring after the date of this letter which may affect in any way the opinions stated herein.

This letter is furnished to Buyer by us as counsel for Sellers, is solely for the benefit of Buyer, and is rendered solely to the Buyer in connection with the transactions contemplated by the Agreement. The opinions expressed in this letter may not be relied upon, in whole or in part, by Buyer for any other purpose, or relied upon by any other persons or entity for any purpose without our prior written consent. The opinions expressed in this letter are rendered as of the date hereof and we express no opinion as to circumstances or events that may occur subsequent to such date. Furthermore, the opinions provided herein are provided as legal opinions only and not as a guarantee or warranty of the matters discussed herein.

Sincerely,

GUNSTER, YOAKLEY & STEWART, P.A.

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

**SCHEDULE I to Exhibit 7.a.xiv**

**AUTHORITY DOCUMENTS**

In addition to the Agreement, we have also examined in rendering this letter, and upon which we have relied, the following documents:

- (a) A copy of the Certificate of Incorporation or Articles of Incorporation, as applicable, of each of the Sellers, certified as of \_\_\_\_\_ by the Florida or Delaware Secretary of State, as appropriate;
- (b) A copy of the Bylaws of each of the Sellers, certified as of \_\_\_\_\_ by the Secretary of each such corporation to be true and correct;
- (c) A copy of a certificate dated as of \_\_\_\_\_ from the Secretary of State of Delaware indicating that Parent is in good standing in the State of Delaware;
- (d) A copy of certificates dated as of \_\_\_\_\_ from the Secretary of State of Florida indicating that each of the Sellers' (other than Parent) status is active under the laws of the State of Florida (collectively, with the certificate referred to in Section (c) above, referred to herein as "Certificates of Status");
- (e) A copy of the resolutions dated as of \_\_\_\_\_ adopted by the Board of Directors of each of the Sellers authorizing the execution, delivery and performance of the Agreement and related Officers' Certificate;
- (f) Copies of the Written Consent in Lieu of Meeting of Shareholders dated \_\_\_\_\_ for each of the Sellers and related Officers' Certificate; and
- (g) A Certificate of the Secretary or other responsible officer of each of the Sellers certifying as to certain factual matters set forth in the Agreement (the "Sellers' Certificates").

**EXHIBIT 9**

**DEED**

This instrument prepared by:  
Daniel M. Mackler, Esq.  
Gunster, Yoakley & Stewart, P.A.  
450 E. Las Olas Blvd., Suite 1400  
Ft. Lauderdale, FL 33301

**STATUTORY WARRANTY DEED**

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_, 2010, between **UNITED STATES SUGAR CORPORATION**, a Delaware corporation [**SBG FARMS, INC.**, a Florida corporation] [**SOUTHERN GARDENS GROVES CORPORATION**, a Florida corporation], whose post office address is 111 Ponce de Leon Avenue, Clewiston, Florida 33440, ("Grantor"), and \_\_\_\_\_, whose post office address is \_\_\_\_\_, ("Grantee").

**WITNESSETH**, That Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, the following described land, situate, lying and being in the Counties of Glades, Hendry and Palm Beach, State of Florida, to wit:

See **Exhibit A** attached hereto and made a part hereof (the "Land").

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

**SUBJECT TO** zoning; restrictions, prohibitions and other requirements imposed by governmental authority; easements, restrictions, reservations, covenants and rights of way of record, if any, but without the intent to reimpose any of the foregoing; and taxes for the year of 2010 and subsequent years.

**AND** Grantor does hereby fully warrant the title to said Land, and will defend the same against the lawful claims of all persons whomsoever.

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

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**GRANTOR:**

**UNITED STATES SUGAR CORPORATION, a Delaware corporation [SBG FARMS, INC., a Florida corporation] [SOUTHERN GARDENS GROVES CORPORATION, a Florida corporation]**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

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

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

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

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

The foregoing Statutory Warranty Deed was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, as \_\_\_\_\_ of **UNITED STATES SUGAR CORPORATION**, a Delaware corporation, [**SBG FARMS, INC.**, a Florida corporation] [**SOUTHERN GARDENS GROVES CORPORATION**, a Florida corporation] for said corporation, who ( ) is personally known to me, OR ( ) has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
Printed Name of Notary Public

**Exhibit A to Exhibit 9**

**(Legal Description)**

**[To be attached at Closing]**

**EXHIBIT 10.a**  
**OWNER'S AFFIDAVIT**

**\*SUBJECT TO REVISION AT CLOSING BASED UPON MATTERS**  
**DISCLOSED BY TITLE BINDER AND SURVEY\***

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

**BEFORE ME**, the undersigned authority, personally appeared \_\_\_\_\_  
 ("Affiant"), who, being by me first duly sworn, deposes and says:

1. That Affiant is the \_\_\_\_\_ of **UNITED STATES SUGAR CORPORATION**, a Delaware corporation [**SBG FARMS, INC.**, a Florida corporation] [**SOUTHERN GARDENS GROVES CORPORATION**, a Florida corporation] (the "Corporation"), and has sufficient knowledge and authority to make this Affidavit for and on behalf of the Corporation and makes this Affidavit in such capacity and not personally.

2. That the Corporation is the owner of the following described real property (the "Property"):

See **Exhibit A** attached hereto and made a part hereof.

3. That the Corporation is the only party in possession or having a right of possession of the Property, except those certain parties in possession or having a right of possession, as tenants only, more particularly described on **Exhibit B** attached hereto and made a part hereof.

4. That there are no matters pending or threatened against the Corporation which could give rise to a lien which would attach to the Property between \_\_\_\_\_, 2010

at \_\_\_\_\_.m., the effective date of that certain Commitment No. \_\_\_\_\_  
underwritten by Chicago Title Insurance Company, and the recording of the deed from the  
Corporation to SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation  
created under Chapter 373 of the Florida Statutes (“Buyer”), and, further, the Corporation neither  
has nor will execute any instruments or documents which could adversely affect the interest to be  
conveyed by said deed.

5. That there have been no improvements, repairs, additions or alterations  
performed, or furnishing of materials or supplies with respect thereto, upon the Property within  
the past 90 days for which the costs thereof remain unpaid.

6. Pursuant to §1445 of the Internal Revenue Code, the undersigned certifies that the  
Corporation is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as  
those terms are defined in the Internal Revenue Code and Income Tax Regulations). This  
certification may be disclosed to the Internal Revenue Service by Buyer. I understand that any  
false statement contained in this paragraph could be punished by fine, imprisonment, or both.

7. The Corporation's federal taxpayer identification number is \_\_\_\_\_ and  
its address is \_\_\_\_\_.

8. I understand that material reliance will be placed upon this Affidavit by the Buyer  
and the parties issuing title insurance incidental to this transaction.

9. That this Affidavit is made for the purpose of inducing Buyer to acquire an  
interest in the Property, and to induce Chicago Title Insurance Company to issue and/or  
underwrite title insurance in connection therewith.

**FURTHER AFFIANT SAYETH NOT.**

**UNITED STATES SUGAR CORPORATION**, a Delaware corporation [SBG FARMS, INC., a Florida corporation] [**SOUTHERN GARDENS GROVES CORPORATION**, a Florida corporation]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The foregoing Title and Non-Foreign Affidavit was sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, as \_\_\_\_\_ of **UNITED STATES SUGAR CORPORATION**, a Delaware corporation [SBG FARMS, INC., a Florida corporation] [**SOUTHERN GARDENS GROVES CORPORATION**, a Florida corporation], for said corporation, who ( ) is personally known to me, or ( ) produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
Printed Name of Notary Public

**Exhibit A to EXHIBIT 10.a**  
**[Legal Description of Property]**

**[To be attached at Closing]**

**Exhibit B to EXHIBIT 10.a**

**[List of Tenants]**

**[To be attached at Closing]**

EXHIBIT 10.c.iv

GENERAL LETTER OF CREDIT

Irrevocable  
Standby Letter of Credit No.:

Date Issued:

Beneficiary:

Applicant:

Amount:

Expiry Date:

By order of our client, \_\_\_\_\_, we hereby establish this irrevocable Letter of Credit No. \_\_\_\_\_ in your favor for an amount up to but not exceeding the aggregate sum of \_\_\_\_\_ effective immediately, and expiring at the offices of \_\_\_\_\_ on \_\_\_\_\_ unless renewed as hereafter provided.

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including, without limitation, any liquidator, rehabilitator, receiver or conservator.

Funds under this Letter of Credit are available to you against your sight draft(s), drawn on us, bearing the clause "Drawn under Credit No. \_\_\_\_\_ in the form attached hereto.

This Letter of Credit will be automatically renewed without amendment for a one year period upon the expiration date set forth above and upon each anniversary of such date unless at least sixty (60) days prior to such expiration date, or prior to any anniversary of such date, we notify you in writing by registered mail or courier that we elect not to so renew this Letter of Credit.

Upon receipt of you of our notice of election not to renew this Letter of Credit, you may draw hereunder by your sight draft(s) drawn on us and bearing the clause "Drawn under Credit No. \_\_\_\_\_".

This Letter of Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

All charges and commissions incurred under this transaction will be for the applicant's account. The drawing amount will be paid in full without any deductions for banking related charges.

We hereby agree with the drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this Credit that such drafts will be duly honored upon presentation to the drawee. We shall honor drawings under the Letter of Credit, without enquiring whether you have a right as between yourself and our said Customer to make such demand and without recognizing any claim of our said Customer. The obligation of \_\_\_\_\_ under this Letter of Credit is the individual obligation of \_\_\_\_\_, and is in no way contingent upon reimbursement with respect thereto.

Except as otherwise expressly stated herein, this Credit is subject to and governed by the Laws of the State of New York and 1993 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (Publication No. 500) and, in the event of any conflict, the laws of the State of New York will control. If this Credit expires during an interruption of business as described in Article 17 of Said I.C.C. publication, we agree to effect payment if the Credit is drawn against within 30 days after the resumption of business.

Signing Officer

Authorized Signing Officer

**EXHIBIT 11.a.viii**

**ASSIGNMENT AND ASSUMPTION OF TENANT LEASES**

**THIS ASSIGNMENT AND ASSUMPTION OF TENANT LEASES** (this "Assignment"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between **UNITED STATES SUGAR CORPORATION**, a Delaware corporation, **SBG FARMS, INC.**, a Florida corporation, and **SOUTHERN GARDENS GROVES CORPORATION**, a Florida corporation, collectively, as assignor (collectively, the "Assignor"), and **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation created under Chapter 373 of the Florida Statutes, as assignee (the "Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Amended and Restated Agreement for Sale and Purchase dated as of \_\_\_\_\_, 2010 (the "Agreement"; terms not defined herein shall have the meanings given them in the Agreement), pursuant to which Assignor is conveying to Assignee all of Assignor's interest in and to the Premises;

**WHEREAS**, pursuant to the Agreement, Assignor desires to assign, transfer, set over and deliver to Assignee, without recourse, representation or warranty of any kind, except as and to the extent provided in the Agreement, all of Assignor's right, title and interest in and to the those certain leases, which are more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "Tenant Leases"); and

**WHEREAS**, Assignee desires to assume the duties and obligations of Assignor with respect to the Tenant Leases.

**NOW, THEREFORE**, in accordance with the Agreement and in consideration of the sum of Ten Dollars (\$10.00), the sufficiency and receipt of which are hereby acknowledged, the parties do hereby incorporate the above recitals and covenant and agree as follows and take the following actions:

1. Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee, all of Assignor's right, title and interest in and to the Tenant Leases from and after the date hereof (the "Assignment Date"), but only to the extent that the Tenant Leases, or any of them, remain in full force and effect as of the Assignment Date and have not been terminated, by Assignor or otherwise, prior to the Assignment Date.

2. Assignee hereby assumes the Tenant Leases and the performance of all of the terms, covenants and conditions imposed upon Assignor under the Tenant Leases accruing and arising on or after the Assignment Date.

3. This Assignment shall be: (a) binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns; and (b) construed in accordance with the laws of the State of Florida, without regard to the application of choice of law principles, except to the extent such laws are superseded by federal law.

4. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, this Assignment and Assumption of Tenant Leases has been signed, sealed and delivered by the parties as of the date first above written.

**Witnessed by:**

**ASSIGNOR:**

UNITED STATES SUGAR CORPORATION,  
a Delaware corporation

Witness: \_\_\_\_\_

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

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

As its: \_\_\_\_\_

Witness \_\_\_\_\_

Date of Execution \_\_\_\_\_

SBG FARMS, INC., a Florida corporation

Witness: \_\_\_\_\_

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

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

As its: \_\_\_\_\_

Witness \_\_\_\_\_

Date of Execution \_\_\_\_\_

SOUTHERN GARDENS GROVES  
CORPORATION, a Delaware corporation

Witness: \_\_\_\_\_

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

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

As its: \_\_\_\_\_

Witness \_\_\_\_\_

Date of Execution \_\_\_\_\_

**ASSIGNEE:**

SOUTH FLORIDA WATER  
MANAGEMENT DISTRICT,  
a public corporation created under Chapter  
373, Florida Statutes

Witness: \_\_\_\_\_

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

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

As Its: \_\_\_\_\_

Witness \_\_\_\_\_

Date of Execution \_\_\_\_\_

**Exhibit "A" to Exhibit 11.a.viii**

TENANT LEASES

[To be attached at Closing]

EXHIBIT 11.a.x  
ASSIGNMENT AND ASSUMPTION OF CONTRACT

**THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT** (this "Assignment"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between **SBG FARMS, INC.**, a Florida corporation, as assignor (collectively, the "Assignor"), and **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation created under Chapter 373 of the Florida Statutes, as assignee (the "Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Second Amended and Restated Agreement for Sale and Purchase dated as of \_\_\_\_\_, 2010 (the "Agreement"; terms not defined herein shall have the meanings given them in the Agreement), pursuant to which Assignor is conveying to Assignee all of Assignor's interest in and to the Premises;

**WHEREAS**, pursuant to the Agreement, Assignor desires to assign, transfer, set over and deliver to Assignee, without recourse, representation or warranty of any kind, except as and to the extent provided in the Agreement, all of Assignor's right, title and interest in and to those certain agreements more particularly set forth on Exhibit "A" attached hereto ("Assumed Contract"); and

**WHEREAS**, Assignee desires to assume the duties and obligations of Assignor with respect to the Assumed Contract.

**NOW, THEREFORE**, in accordance with the Agreement and in consideration of the sum of Ten Dollars (\$10.00), the sufficiency and receipt of which are hereby acknowledged, the parties do hereby incorporate the above recitals and covenant and agree as follows and take the following actions:

1. Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee, all of Assignor's right, title and interest in and to the Assumed Contract from and after the date hereof, but only to the extent that the same pertains to the L-8 Property (the "Assignment Date").
2. Assignee hereby assumes the Assumed Contract and the performance of all of the terms, covenants and conditions imposed upon Assignor under the Assumed Contract accruing and arising on or after the Assignment Date, but only to the extent that the same pertains to the L-8 Property (the "Assumed Obligations").
3. Assignor agrees to continue to perform the Assumed Obligations to the extent that the Lease remains in effect with respect to the L-8 Property through the initial expiration date of the Assumed Contract. Upon the initial expiration date of the Assumed Contract and to the extent that the Lease is still in effect, Assignor agrees to reasonably negotiate with Hugh Branch as and to the extent provided in the Assumed Contract to extend the term thereof under (but not to exceed) Assignor's leasehold interest under the Lease.
4. This Assignment shall be: (a) binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns; and (b) construed in

accordance with the laws of the State of Florida, without regard to the application of choice of law principles, except to the extent such laws are superseded by federal law.

5. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

[TEXT AND SIGNATURES FOLLOW]

**IN WITNESS WHEREOF**, this Assignment and Assumption of Contract has been signed, sealed and delivered by the parties as of the date first above written.

**Witnessed by:**

**ASSIGNOR:**

SBG FARMS, INC., a Florida corporation

Witness: \_\_\_\_\_

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

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

Witness \_\_\_\_\_

As its: \_\_\_\_\_

Date of Execution

**ASSIGNEE:**

SOUTH FLORIDA WATER  
MANAGEMENT DISTRICT,  
a public corporation created under Chapter  
373, Florida Statutes

Witness: \_\_\_\_\_

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

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

Witness \_\_\_\_\_

As Its: \_\_\_\_\_

Date of Execution \_\_\_\_\_

**Exhibit "A" to Exhibit 11.a.x**

1. Agreement for the Purchase and Sale of Real Property, dated December 26, 2002, by and between SBG and Hugh Branch.

**EXHIBIT 11.a.xiii**

**ACCESS EASEMENT FOR RAILROAD CROSSINGS**

This Instrument Prepared By:  
Danielle DeVito-Hurley, Esq.  
Gunster, Yoakley & Stewart, P.A.  
450 E. Las Olas Blvd., Suite 1400  
Fort Lauderdale, Florida 33301-4206

**ACCESS EASEMENT FOR RAILROAD CROSSINGS**

**THIS ACCESS EASEMENT FOR RAILROAD CROSSINGS** (this "Easement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by **UNITED STATES SUGAR CORPORATION**, a Delaware corporation, whose mailing address is 111 Ponce de Leon Avenue, Clewiston, Florida 33440 ("Grantor") in favor of **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation created under Chapter 373 of the Florida Statutes, whose mailing address is 3301 Gun Club Road, West Palm Beach, Florida 33406 ("Grantee").

WITNESSETH THAT:

A. Grantor is the owner of that certain railroad lying and being in [Hendry, Glades and Palm Beach – Insert Applicable County for each Closing] Counties (collectively, the "Counties"), as such railroad is more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Railroad Property").

B. Pursuant to that certain Second Amended and Restated Agreement for Sale and Purchase dated \* \_\_\_\_\_ \*, 2010, Grantor has agreed to convey to Grantee that certain real property, lying and being in the Counties and more particularly described on **Exhibit B** attached hereto (the "Property"), which Property, in part, is located immediately adjacent to and abuts the Railroad Property and is hereinafter referred to as the "Benefited Property").

C. As part of the terms of such conveyance, Grantor has agreed to provide Grantee, as owner of the Benefited Property, with access on, over and across the road crossings of the Railroad Property which are located within the external boundaries of the Benefited Property as and to the extent such road crossings exist from time to time (such crossings over the railroad tracks within the Railroad Property, as and to the extent the same exist from time to time, are referred to herein as the "Railroad Crossings" or "Easement Area"), subject to the terms and conditions contained herein.

**NOW, FOR AND IN CONSIDERATION OF** the conveyance of the Property by Grantor to Grantee and the payment by Grantee to Grantor of the consideration therefor, and

other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants the following rights and easements to Grantee:

1. **Grant of Easement.** Grantor hereby grants to Grantee a non-exclusive, perpetual access easement on, over and across the Railroad Crossings solely for Grantee to access the Benefitted Property; provided that the rights of access set forth above shall be solely limited to South Florida Water Management District purposes (e.g., water storage and treatment) or agricultural purposes. The rights granted herein shall only be for the purposes described herein and Grantee shall not have any right to, among other things maintain, repair, replace or in any way alter any improvements constructed from time to time within the Railroad Crossings or to use any of the roads located within the Railroad Property to obtain access to the Railroad Crossing (except for the segments of such roads that are actually within the Railroad Crossings or provide access to the Railroad Crossings). The access easement granted herein is solely for the benefit of the Benefitted Property.

2. **Relocation of Railroad Crossings.** Except as set forth in the subsequent paragraph, Grantor shall have the right, from time to time, in its sole discretion, by providing ninety (90) days advance written notice to Grantee, to (i) relocate all or any of the Railroad Crossings and (ii) remove or discontinue any Railroad Crossings; provided, however, that the Grantee shall continue to have access over any relocated Railroad Crossings, as and to the extent the same are within or abutting the exterior boundaries of the applicable Benefitted Property, subject at all times to the provisions of **Section 1** and **Section 4** hereof. Grantor shall convey or cause to be conveyed any necessary access easements over property of Grantor or its affiliates or subsidiaries in order to access such relocated Railroad Crossings.

Grantee has the option no later than ninety (90) days after upon receipt of advance written notice from Grantor to notify the Grantor in writing that it does not want the Railroad Crossing to be moved or discontinued and that it will be responsible for operation and maintenance of such Railroad Crossing. The parties shall enter into an agreement no later than sixty (60) days after Grantor's receipt of Grantee's written notice under which Grantee shall be solely responsible for operation and maintenance of such Railroad Crossing under terms and conditions reasonably acceptable to the parties.

3. **Maintenance of Railroad Crossings.**

a. So long as Grantor or any affiliate or subsidiary of Grantor leases any portion of the Benefitted Property, Grantor shall be responsible for the operation, maintenance, repair and replacement of the Railroad Crossing(s), as the same exist from time to time, including, without limitation, the paving, landscaping, road grade crossing and automatic flashlight signals and gates, as well as the railroad tracks and all railroad crossing safety features, so as to maintain the Railroad Crossings in the condition existing as of the date of this Easement, subject to normal wear and tear.

b. Grantor shall provide Grantee at least ninety (90) days advance written notice of the date Grantor or its affiliate or subsidiary intends to terminate the lease as to the last portion of the Benefitted Property. Effective upon the date of such lease termination, Grantee shall be responsible for one hundred percent (100%) of the actual costs reasonably

incurred by Grantor in connection with the operation, maintenance, repair and replacement of the Railroad Crossing(s), as the same exist from time to time, including, without limitation, the paving, landscaping, road grade crossing and automatic flashlight signals and gates, as well as the railroad tracks and all railroad crossing safety features ("Grantee's Costs"), unless and until Grantee provides written notice to Grantor that it does not intend to use a particular Railroad Crossing(s), in which event this Easement shall automatically terminate as to such Railroad Crossing(s) without the necessity of any further action; provided, however, that without limiting the automatic effectiveness of the foregoing termination, within thirty (30) days after written request of either party hereunder, the non-requesting party hereby agrees to execute and deliver a written termination in recordable form evidencing the same. Grantee shall pay Grantee's Costs to Grantor within thirty (30) days following written notice thereof by Grantor to Grantee, which notice shall be accompanied by written documentation reasonably evidencing the same.

4. **Use of Railroad Crossings.** Grantor shall have the ability, from time to time, by providing at least ten (10) days written notice to Grantee, except in the event of an emergency, when no such notice shall be required, to temporarily close all or any of the Railroad Crossings for such time(s) as may be reasonably necessary in connection with the maintenance, repair or replacement thereof, the protection of property and/or the preservation of life.

5. **No Interference.** Grantor may install such facilities or improvements and grant any other rights or easements to others so long as the same does not interfere with the rights herein granted to Grantee.

6. **No Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed (i.e., for the use by Grantee and its agents, employees, representatives, licensees and invitees, all of which shall be in accordance with and subject to the terms of this Easement).

7. **Liability.** To the extent allowed by law and without constituting an unlawful waiver of sovereign immunity, Grantee shall be liable for any bodily injury and/or property damage that arises or occurs from Grantee's, its agents', representatives', licensees' and invitees' use of the Railroad Crossings (provided, however that if Grantee is a governmental agency, then Grantee shall only be liable for the Grantee's acts and the acts of its agents, representatives, licensees and invitees to the extent that Grantee has the legal authority to agree to be responsible for the acts of its agents, representatives, licensees and invitees). Grantee makes no representation as to its ability to be responsible for such acts. To the extent that the Grantee is not a governmental agency, Grantee shall maintain Comprehensive General Liability Insurance relating to the use of the Railroad Crossings pursuant to this Easement. This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly, indirectly or proximately from the access and use of the Easement Area. The minimum limits of coverage shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The limits of comprehensive general liability insurance shall in no way limit or diminish Grantee's liability.

8. **Binding Effect.** This Easement shall be appurtenant to the Benefited Property as the dominant tenement and shall burden the Easement Area as the servient tenement. It is intended

that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall be covenants running with the land and create equitable servitudes in favor of the real property benefited thereby. This Easement and all of the provisions of this Easements shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns of Grantor and Grantee.

9. **No Modification.** This Easement may not be amended or modified in any respect whatsoever or terminated or rescinded (except as provided in the next sentence), in whole or in part, except by the agreement of Grantor and Grantee and then only by written instrument, duly executed with the formality of a deed, acknowledged and recorded in the Public Records of the Counties; provided, however, that if there are multiple Grantees as a result of transfers of portions of the Property from and after the date of this Easement by the South Florida Water Management District to other parties, then, in order to be effective, an amendment, modification, termination or rescission shall only be required to be executed by Grantor and the particular Grantee which owns the portion of the Property to which such instrument is applicable. Upon (a) the relocation of any portion of the Railroad Property which contains a Railroad Crossing(s), or (b) the relocation, removal or discontinuance of a Railroad Crossing as described in **Section 2** above, this Easement shall automatically terminate as to such Railroad Crossing(s) without the necessity of any further action; provided, however, that without limiting the automatic effectiveness of the foregoing termination, within thirty (30) days after written request of either party hereunder, the non-requesting party hereby agrees to execute and deliver a written termination in recordable form evidencing the same.

10. **Condemnation or Taking.** In the event that all or any portion of the Easement Area is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or private purchase in lieu thereof, this Easement shall terminate automatically with respect to the portion of the Easement Area so taken. In the event of any such taking, then Grantor shall be entitled to receive the entire award or payment in connection with such taking of the fee.

11. **Governing Law.** This Easement shall be construed in accordance with the laws of the State of Florida.

12. **Recitals; Headings.** The recitals set forth above are true and correct and incorporated herein by reference. The headings used in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement, and shall not be considered in any construction or interpretation of this Easement or any part hereof.

13. **Counterparts.** This Easement may be executed in counterparts each of which shall constitute an original and together shall constitute one and the same instrument..

14. **Notices.** Any notice, request, demand, instruction, or other communications to be given, provided or delivered to any Party hereunder, shall be in writing and shall be deemed to be delivered upon the earlier to occur of: (a) actual receipt if delivered by (i) hand, commercial courier or reputable overnight delivery service to the address indicated, (ii) facsimile transmission, with confirmation of receipt or (iii) electronic transmission, if also sent by another alternative

means of delivery named herein; or (b) the delivery by registered or certified United States Postal Service mail return receipt requested, postage prepaid, addressed as follows:

If to Grantee: South Florida Water Management District  
3301 Gun Club Road  
West Palm Beach, Florida 33406  
Attention: \_\_\_\_\_

If to Grantor: United States Sugar Corporation  
111 Ponce de Leon Avenue  
Clewiston, Florida 33440  
Attention: Malcolm S. (Bubba) Wade, Jr. and  
Edward Almeida, Esq.  
Fax: (863) 902-2120

The addresses for the purpose of this Paragraph may be changed by either party by giving written notice of such change to the other party in the manner provided herein. Attorneys for the respective Parties to this Agreement may send and receive notices on their client's behalf.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement to be executed the day and year first above written.

**GRANTOR:**

UNITED STATES SUGAR CORPORATION,  
a Delaware corporation

Witness: \_\_\_\_\_

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

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

As its: \_\_\_\_\_

Witness \_\_\_\_\_

Date of Execution \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, as \_\_\_\_\_ of United States Sugar Corporation, a Delaware corporation, who is personally known or \_\_\_\_ who has produced \_\_\_\_\_ as identification.

Printed Name: \_\_\_\_\_  
Notary Public State of Florida at Large  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

**[SIGNATURE OF DISTRICT FOLLOWS]**

**IN WITNESS WHEREOF**, Grantor and Grantee have caused this Easement to be executed the day and year first above written.

**GRANTEE:**

SOUTH FLORIDA WATER  
MANAGEMENT DISTRICT,  
a public corporation created under Chapter  
373, Florida Statutes

Witness: \_\_\_\_\_

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

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

As Its: \_\_\_\_\_

Witness \_\_\_\_\_

Date of Execution \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, as \_\_\_\_\_ of South Florida Water Management District, a public corporation created under Chapter 373 of the Florida Statutes, \_\_\_ who is personally known or \_\_\_ who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public State of Florida at Large  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

**[EXHIBITS FOLLOW]**

**EXHIBIT A to Exhibit 11.a.xiii**

**RAILROAD PROPERTY**

**[To be attached at Closing]**

**EXHIBIT B to Exhibit 11.a.xiii**

**PROPERTY**

**[To be attached at Closing]**

**EXHIBIT 11.a.xv**

**ACCESS EASEMENT**

**[Access Easement Between US Highway 98 (a/k/a 441) and L-8 Property]**

This Instrument Prepared By:  
Danielle DeVito-Hurley, Esq.  
Gunster, Yoakley & Stewart, P.A.  
450 E. Las Olas Blvd., Suite 1400  
Fort Lauderdale, Florida 33301-4206

**ACCESS EASEMENT**

**THIS ACCESS EASEMENT** (this "Easement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by **UNITED STATES SUGAR CORPORATION**, a Delaware corporation, whose mailing address is 111 Ponce de Leon Avenue, Clewiston, Florida 33440 ("Owner") in favor of **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation created under Chapter 373 of the Florida Statutes, whose mailing address is 3301 Gun Club Road, West Palm Beach, Florida 33406 ("District").

WITNESSETH THAT:

A. Owner is the owner of certain real property, lying and being in Palm Beach County, Florida and more particularly described on **Exhibit A** attached hereto and made a part hereof (the "L-8 Property").

B. Owner is the owner of certain real property, lying and being in Palm Beach County, Florida and more particularly described on **Exhibit B** attached hereto and made a part hereof (collectively, the "Roads" or "Easement Area").

C. Pursuant to that certain Second Amended and Restated Agreement for Sale and Purchase dated \_\_\_\_\_, 2010, Owner has agreed to convey to the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation created under Chapter 373 of the Florida Statutes ("District"), the L-8 Property, as part of a larger conveyance of land from Owner to the District.

D. As part of the terms of such conveyance, Owner is granting this Easement, subject to the terms and conditions contained herein.

Now, for and in consideration of the conveyance of the L-8 Property to the District and

payment by the District of the consideration therefor, the receipt and sufficiency of which is hereby acknowledged, Owner hereby grants the following easement to District:

1. **Grant of Access Easement.** Owner hereby grants to District a non-exclusive, perpetual access easement on, over and across the Easement Area solely for the purposes of vehicular ingress and egress between US Highway 98 (a/k/a US Highway 441) and the L-8 Property, as applicable, solely for South Florida Water Management District purposes (e.g. water storage and treatment and construction related thereto). The rights of access granted to District by Owner hereunder shall be available for use by District and its employees, representatives and agents and shall not be available for use by the general public. Owner shall have the ability, from time to time, to gate (provided that reasonable access is provided to the District and its employees, representatives and agents, such as keys, etc.) and/or temporarily close all or any portion of the Roads for such time(s) as may be reasonably necessary in connection with the protection of property and/or the preservation of life.

2. **Maintenance of Roads.**

a. Owner hereby agrees that it shall, at its sole cost and expense, maintain the Roads in good order and repair and in the condition existing as of the date hereof (it being understood that in no event shall Owner have any obligation hereunder to pave or light the Roads). Notwithstanding the foregoing, in the event that District uses the Roads for construction related traffic (e.g., bulldozers, tractor trailers, graders, construction equipment, etc.), then District shall be responsible to maintain the Roads in accordance with customary industry practice (e.g., regular grading and repair with fill material in order to continually restore the condition of the Road in accordance with customary industry practice), at its sole cost and expense, for the duration of any and all periods of construction traffic.

b. If District fails to timely and properly maintain the Roads and such failure continues for five (5) business days after written notice thereof by Owner to District, then Owner shall have the right to perform such maintenance on District's behalf, whereupon District shall reimburse to Owner the reasonable costs expended by Owner in connection with such maintenance within 30 days after receipt of a written invoice thereof (which invoice shall include written documentation evidencing such costs). If District fails to maintain more than three (3) times in any six (6) month period, then provided Owner has provided District with written notice of each such failure as provided above, at Owner's option, Owner may elect to perform the regular maintenance on behalf of District, at District's sole cost and expense, and District shall reimburse to Owner the reasonable costs expended by Owner in connection with such regular maintenance within 30 days after receipt of a written invoice thereof (which invoice shall include written documentation evidencing such costs).

3. **Relocation and/or Reconfiguration of Roads.**

a. **Permanent Relocation(s) and/or Reconfiguration.** Owner, after consultation with and approval by District, which approval will not be unreasonably withheld or delayed, shall have the right, from time to time to relocate and/or reconfigure all or any portion of the Road(s) so long as District continues to have reasonably equivalent access between the L-8 Property and US Highway 98 (a/k/a US Highway 441), as applicable (which may include

access over a publicly dedicated road). All costs attributable to any such relocation and/or reconfiguration of the Road(s) desired by Owner shall be at the sole cost and expense of the Owner. Upon any relocation and/or reconfiguration by Owner of all or any portion of the Road(s), the Easement Area shall be amended to release the existing Road(s) and describe the relocated and/or reconfigured Road(s) (or this Easement shall be automatically terminated to the extent the relocation is to a publicly dedicated road without the necessity of Owner or District executing any documentation evidencing the same).

b. Temporary Relocation. If Owner from time to time determines during its harvesting season that District's use of either or both of the Roads will interfere with Owner's use thereof, then Owner shall have the right, from time to time, to temporarily designate another access road(s) for use by District, provided such designated road(s) continues to provide District reasonably equivalent access between the L-8 Property and a publicly dedicated road. In such event, District shall be responsible to maintain the temporarily designated road(s), at its sole cost and expense, for the duration of any and all periods of construction traffic, which shall include the obligation of District to restore such temporarily designated road(s) to the condition existing prior to the date of commencement of such construction traffic.

4. No Interference. Owner shall not install any facilities or improvements or grant any other rights or easements to others that will unreasonably interfere with the rights herein granted to District.

5. No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed.

6. Liability. To the extent allowed by law and without constituting an unlawful waiver of sovereign immunity, District shall be liable for any bodily injury and/or property damage that arises or occurs from District's and its employees', agents' and representatives', use of the Easement Area to the extent that grantee has the legal authority to agree to be responsible of the acts of its agents and representatives. Grantee makes no representation as to its ability to be responsible for such acts.

7. No Assignment. This Easement reserved herein and all of the provisions related thereto (i) are personal to the District and do not inure to the benefit of the L-8 Property or any successors of the District; and (ii) are not assignable by the District and the District may not allow anyone other than the District and its employees, representatives and agents to use the Easement Area.

8. No Modification. This Easement may not be amended or modified in any respect whatsoever or terminated or rescinded, in whole or in part, except by the agreement of Owner (or any successor owner of the Easement Area) and the District, and then only by written instrument duly executed with the formality of a deed, acknowledged and recorded in the Public Records of Palm Beach County, Florida; provided, however, that if there are multiple owners of the Easement Area as a result of transfers of portions of the Easement Area from and after the date of this Easement by the Owner to other parties, then, in order to be effective, an amendment,

modification, termination or rescission shall only be required to be executed by District and the particular owner which owns the portion of the Easement Area to which such instrument is applicable.

9. **Governing Law.** This Easement shall be construed in accordance with the laws of the State of Florida.

10. **Recitals; Headings.** The recitals set forth above are true and correct and incorporated herein by reference. The headings used in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement, and shall not be considered in any construction or interpretation of this Easement or any part hereof.

11. **Counterparts.** This Easement may be executed in counterparts each of which shall constitute an original and together shall constitute one and the same instrument.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, Owner and District have caused this Easement to be executed the day and year first above written.

**OWNER:**

UNITED STATES SUGAR CORPORATION,  
a Delaware corporation

Witness: \_\_\_\_\_

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

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

As its: \_\_\_\_\_

Witness \_\_\_\_\_

Date of Execution \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, as \_\_\_\_\_ of UNITED STATES SUGAR CORPORATION, a Delaware corporation, who is personally known or \_\_\_\_\_ who has produced \_\_\_\_\_ as identification.

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

Notary Public State of Florida at Large

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

My Commission Number: \_\_\_\_\_

**[SIGNATURE OF DISTRICT FOLLOWS]**

IN WITNESS WHEREOF, Owner and District have caused this Easement to be executed the day and year first above written.

**DISTRICT:**

SOUTH FLORIDA WATER  
MANAGEMENT DISTRICT,  
a public corporation created under Chapter  
373, Florida Statutes

Witness: \_\_\_\_\_

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

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

As Its: \_\_\_\_\_

Witness \_\_\_\_\_

Date of Execution \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, as \_\_\_\_\_ of South Florida Water Management District, a public corporation created under Chapter 373 of the Florida Statutes, \_\_\_\_ who is personally known or \_\_\_\_ who has produced \_\_\_\_\_ as identification.

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

Notary Public State of Florida at Large

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

My Commission Number: \_\_\_\_\_

**[EXHIBITS FOLLOW]**

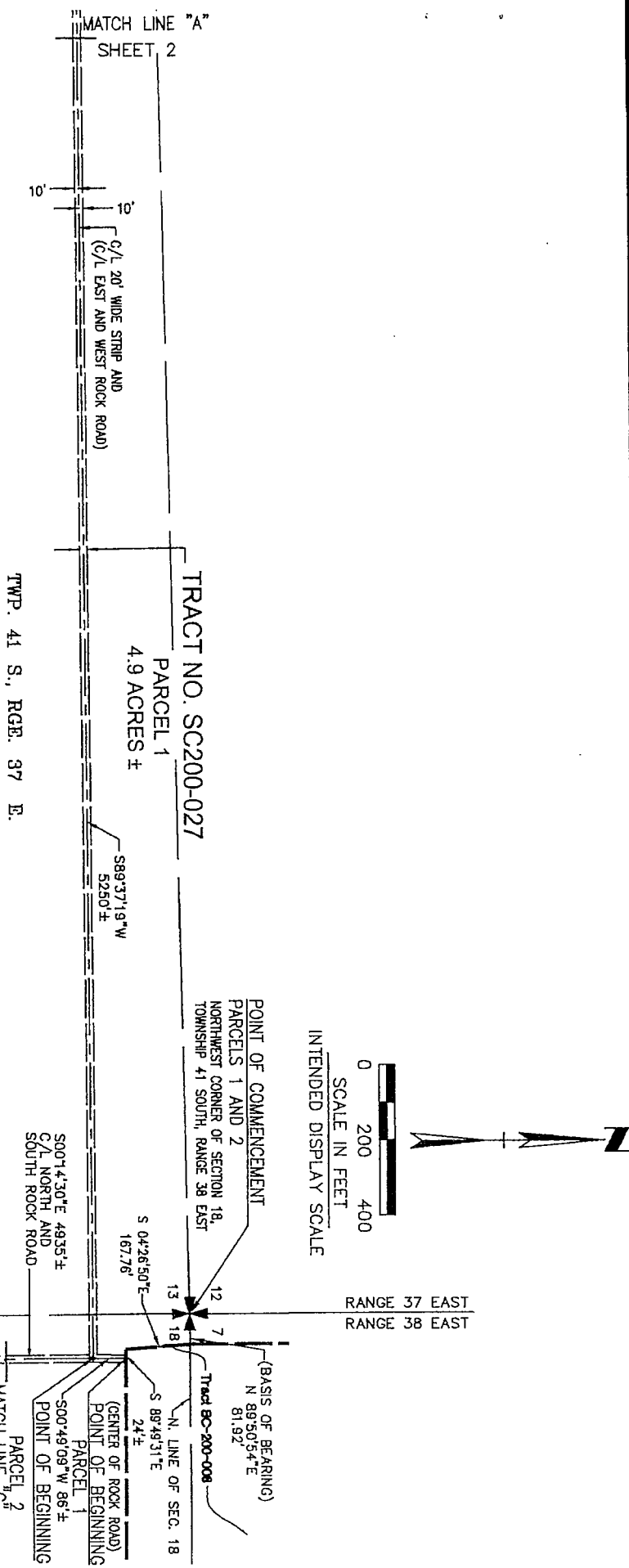
**EXHIBIT A**

**LEGAL DESCRIPTION OF L-8 PROPERTY**

**[To be attached at Closing]**

**EXHIBIT B**

**LEGAL DESCRIPTION OF EASEMENT AREA**



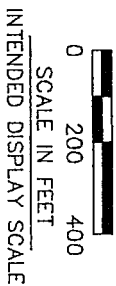
- NOTES:
1. THE BEARINGS ARE BASED ON A BEARING OF NORTH 89°50'54" EAST ALONG THE NORTH LINE OF SECTION 18, TOWNSHIP 41 SOUTH, RANGE 38 EAST.
  2. THIS SKETCH OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
  3. THE SKETCH IS TO ACCOMPANY A DESCRIPTION AND DOES NOT REPRESENT A SURVEY OF THE LAND SHOWN HEREON.

I HEREBY CERTIFY that this description and sketch was made under my responsible charge and meets the applicable MINIMUM TECHNICAL STANDARDS FOR A DESCRIPTION/SKETCH as set forth by the FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS in chapter 5J-17, FLORIDA ADMINISTRATIVE CODE, pursuant to SECTION 472.027 FLORIDA STATE STATUTES.

Date of Signature 06-MAY-10

*Howard J. Ehrike II*

HOWARD J. EHRIKE II  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4191



RANGE 37 EAST  
RANGE 38 EAST

**LEGEND**

- C/L = CENTERLINE
- PROJ. = PROJECT
- RGE. = RANGE
- SEC. = SECTION
- TWP. = TOWNSHIP
- USSC = UNITED STATES SUGAR CORPORATION
- R/R = RAILROAD
- ✚ = SECTION CORNER

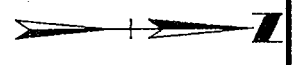
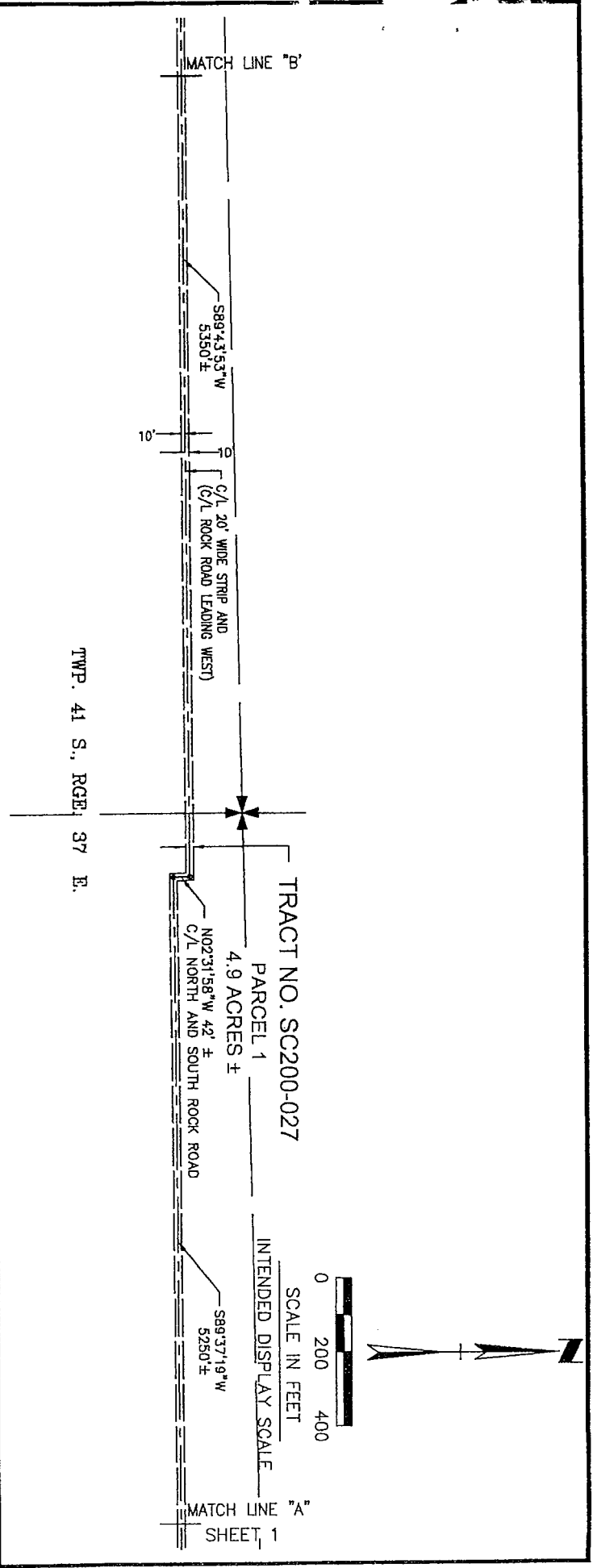
SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
LAND ACQUISITION DEPARTMENT—SURVEY SECTION  
3301 GUN CLUB ROAD  
WEST PALM BEACH, FLORIDA 33416-4660

TRACT NO. SC200-027

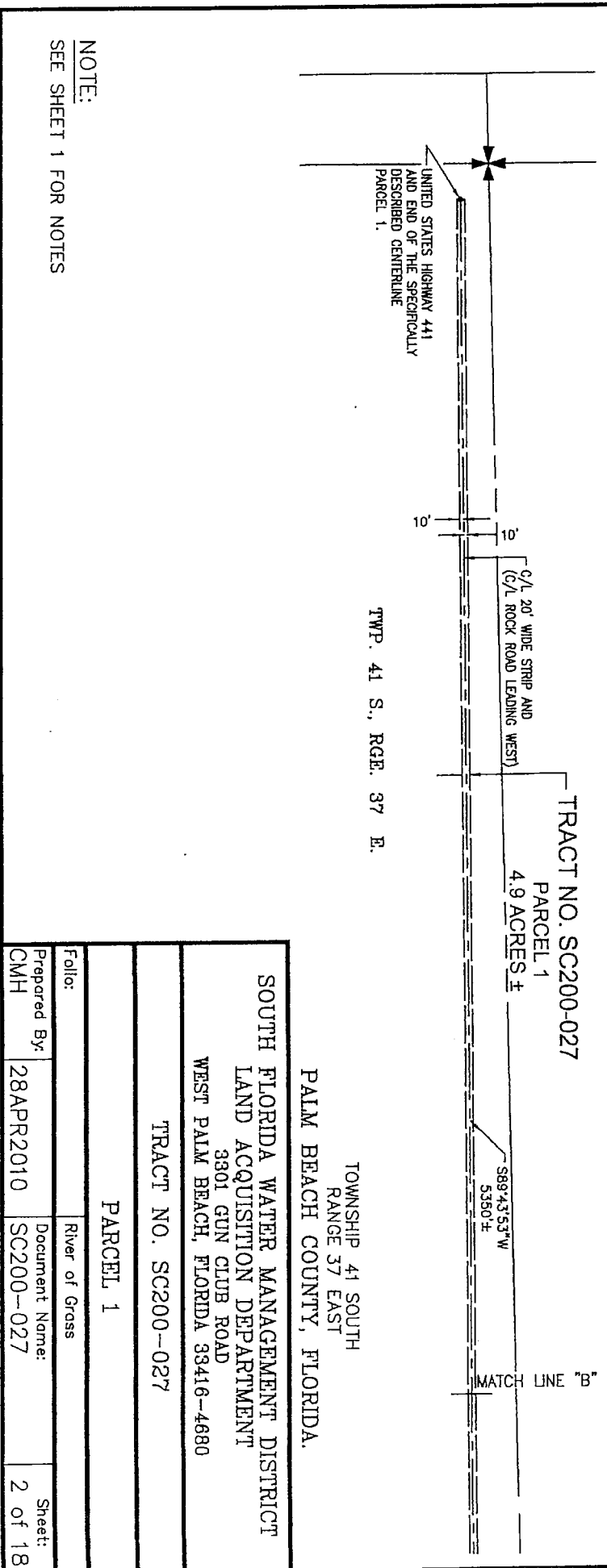
PARCELS 1 AND 2

Folio: \_\_\_\_\_ River of Grass

Prepared By:	Date:	Document Name:	Sheet:
CMH	28APR2010	SC200-027	1 of 18



INTENDED DISPLAY SCALE  
SCALE IN FEET



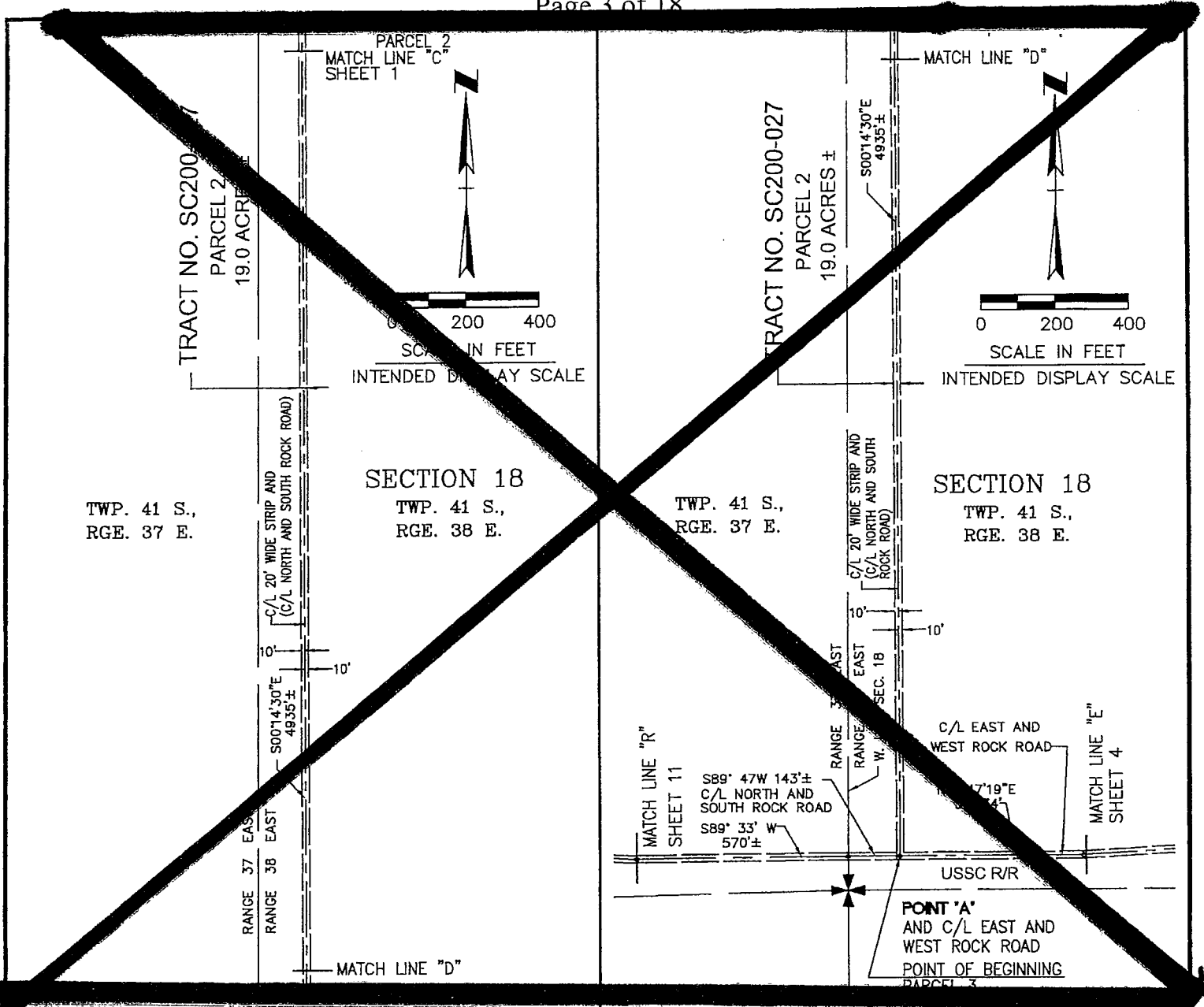
TOWNSHIP 41 SOUTH  
RANGE 37 EAST  
PALM BEACH COUNTY, FLORIDA.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
LAND ACQUISITION DEPARTMENT  
3301 GUN CLUB ROAD  
WEST PALM BEACH, FLORIDA 33416-4680

TRACT NO. SC200-027  
PARCEL 1

Folio: River of Grass	
Prepared By: CMH	Document Name: SC200-027
Sheet: 2 of 18	

NOTE:  
SEE SHEET 1 FOR NOTES



SECTION 18  
TOWNSHIP 41 SOUTH  
RANGE 38 EAST  
PALM BEACH COUNTY, FLORIDA.

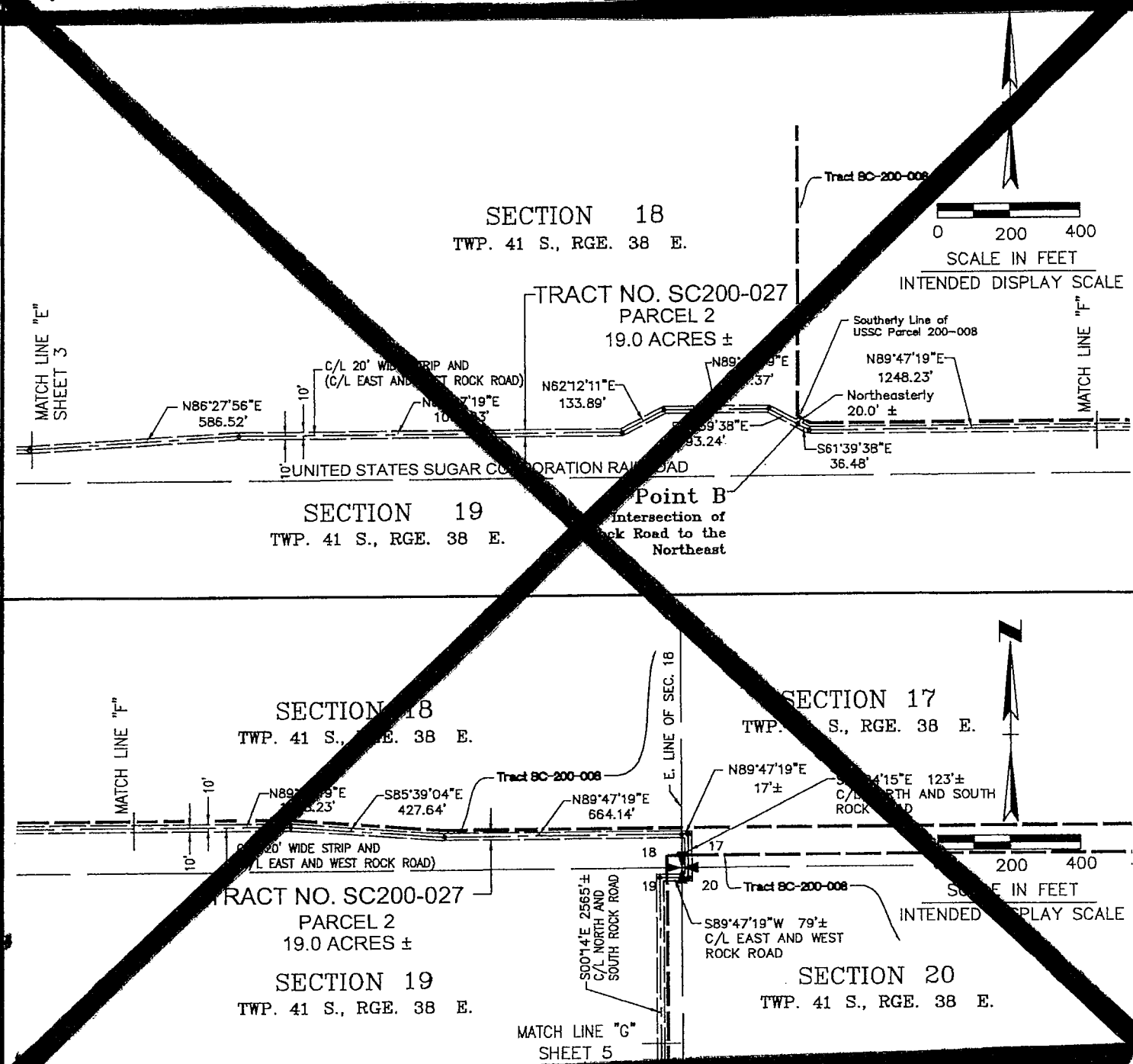
SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
LAND ACQUISITION DEPARTMENT  
3301 GUN CLUB ROAD  
WEST PALM BEACH, FLORIDA 33416-4680

TRACT NO. SC200-027

PARCEL 2

Folio:	River of Grass		
Prepared By:	Date:	Document Name:	Sheet:
CMH	28APR2010	SC200-027	3 of 18

NOTE:  
SEE SHEET 1 FOR NOTES



SECTIONS 17, 18, 19 & 20  
TOWNSHIP 41 SOUTH  
RANGE 38 EAST

PALM BEACH COUNTY, FLORIDA.

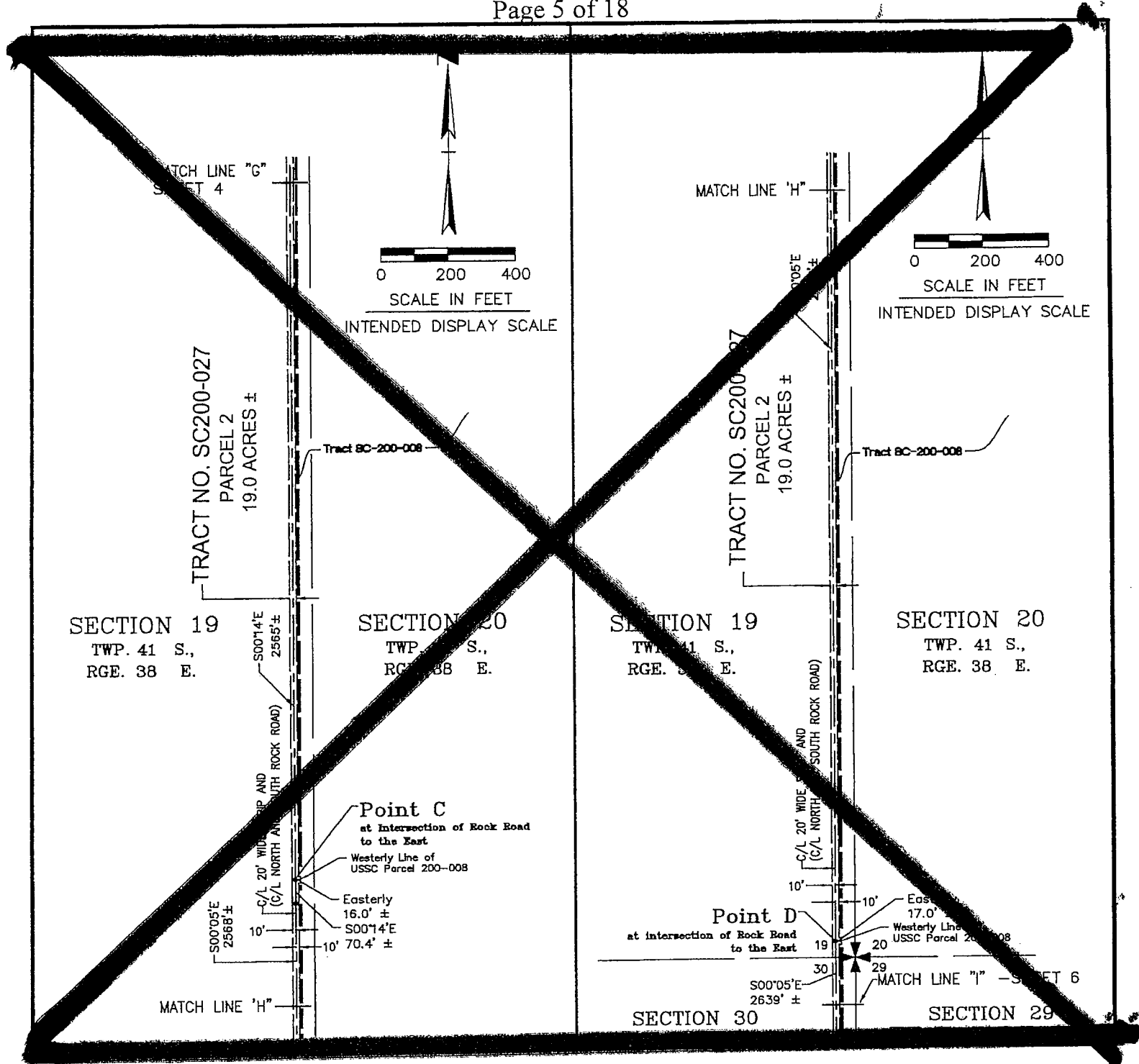
SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
LAND ACQUISITION DEPARTMENT  
3301 GUN CLUB ROAD  
WEST PALM BEACH, FLORIDA 33416-4680

TRACT NO. SC200-027

PARCEL 2

Folio:		River of Grass	
Prepared By:	Date:	Document Name:	Sheet:
CMH	28APR2010	SC200-027	4 of 18

NOTE:  
SEE SHEET 1 FOR NOTES



SECTIONS 19 & 30

TOWNSHIP 41 SOUTH  
RANGE 38 EAST

PALM BEACH COUNTY, FLORIDA.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
LAND ACQUISITION DEPARTMENT  
3301 GUN CLUB ROAD  
WEST PALM BEACH, FLORIDA 33416-4680

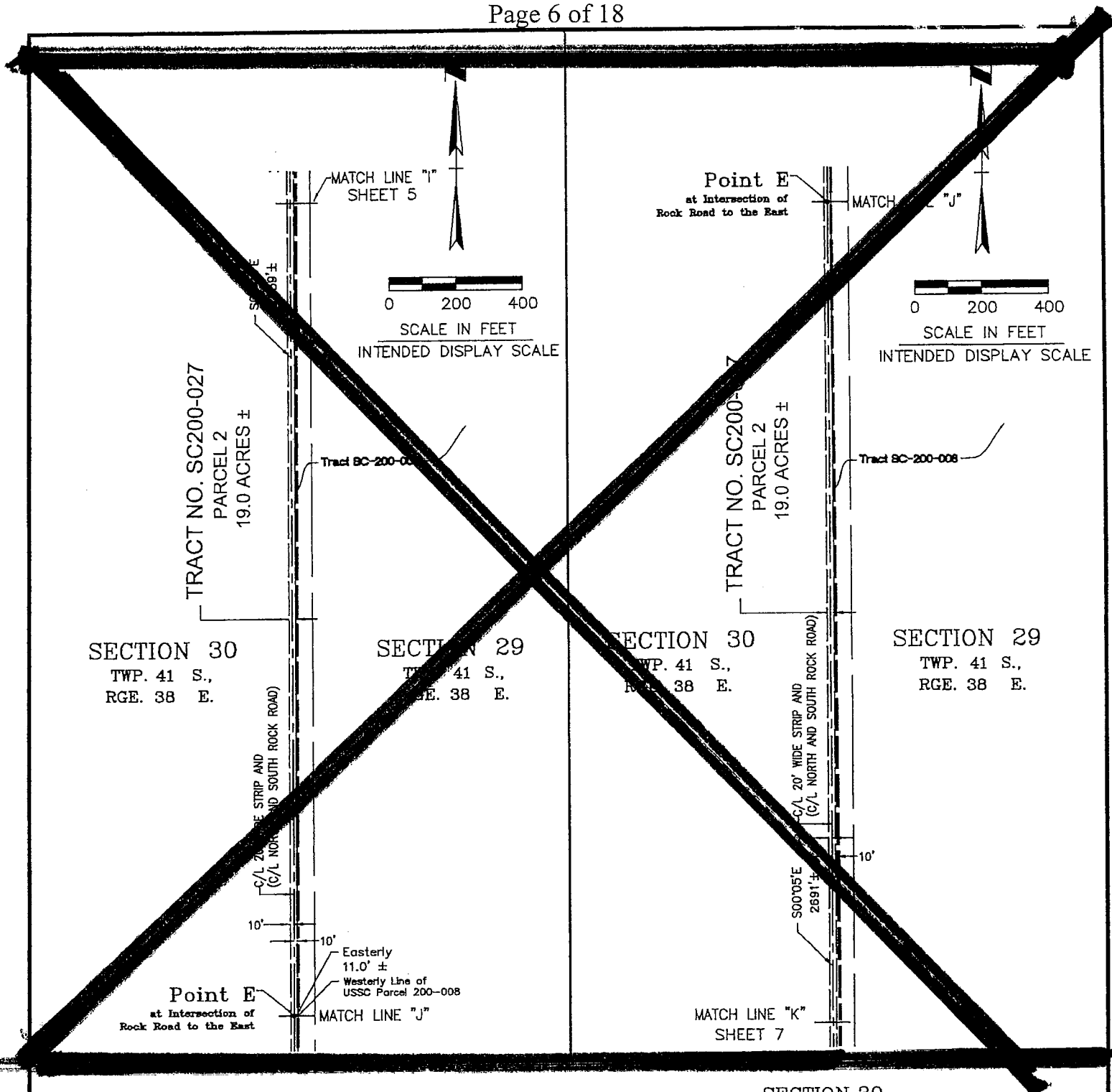
TRACT NO. SC200-027

PARCEL 2

NOTE:

SEE SHEET 1 FOR NOTES

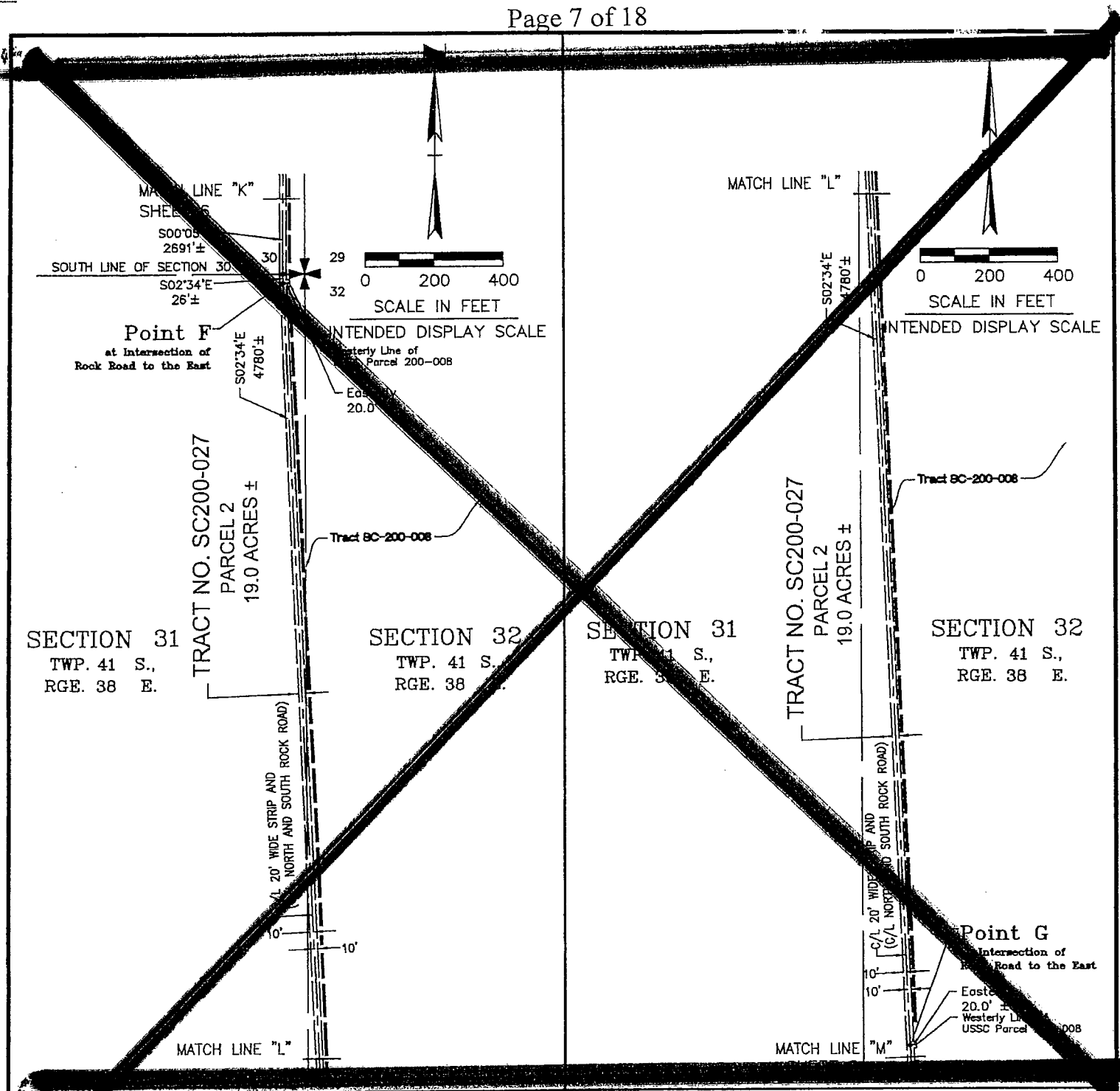
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Prepared By:	Date:	Document Name:	Sheet:
CMH	28APR2010	SC200-027	5 of 18



SECTION 30  
TOWNSHIP 41 SOUTH  
RANGE 38 EAST  
PALM BEACH COUNTY, FLORIDA.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680			
TRACT NO. SC200-027			
PARCEL 2			
Folio:	River of Grass		
Prepared By:	Date:	Document Name:	Sheet:
CMH	28APR2010	SC200-027	6 of 18

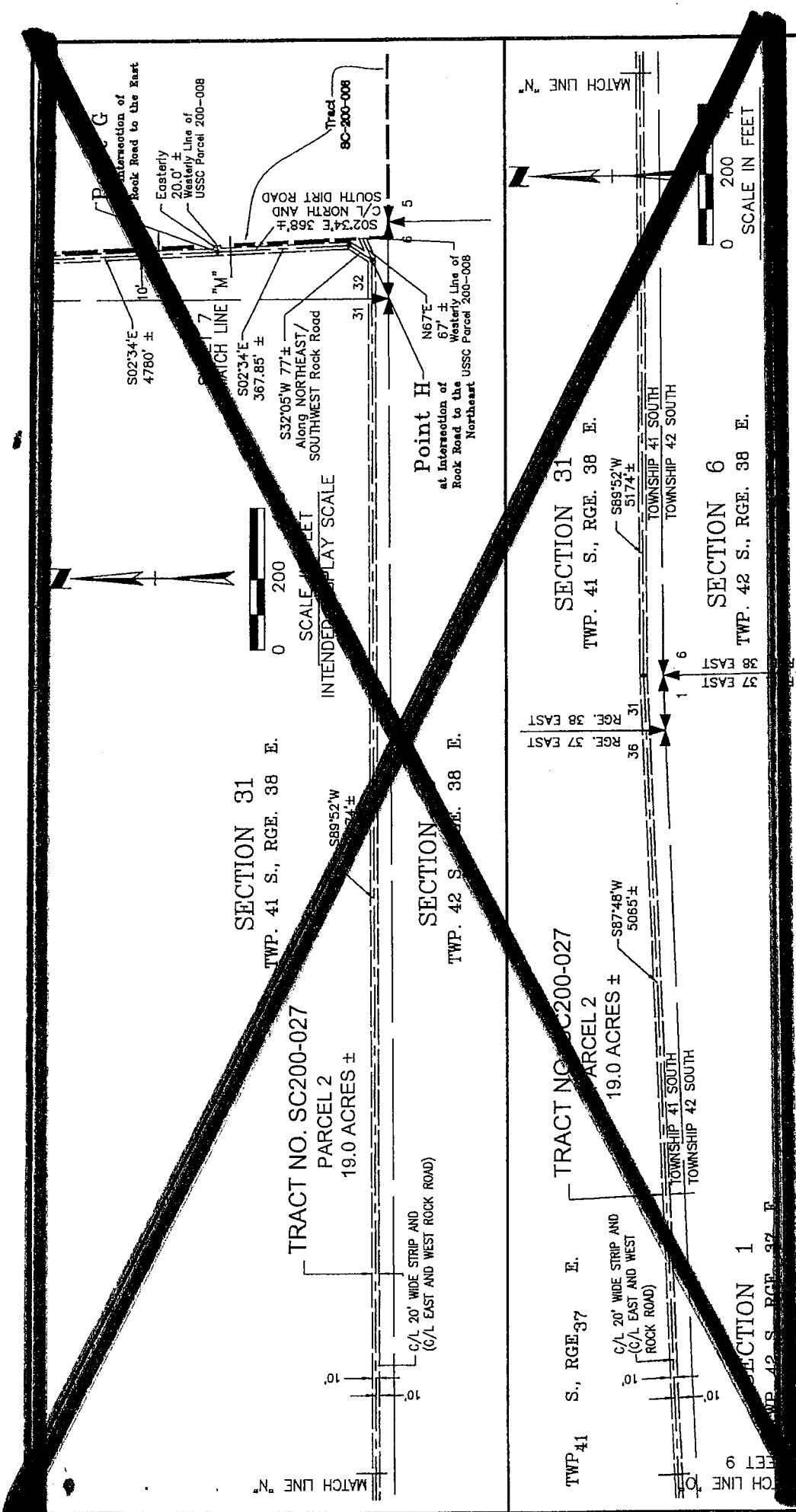
NOTE:  
SEE SHEET 1 FOR NOTES



SECTIONS 30, 31, & 32  
TOWNSHIP 41 SOUTH  
RANGE 38 EAST  
PALM BEACH COUNTY, FLORIDA.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680			
TRACT NO. SC200-027			
PARCEL 2			
Folio:		River of Grass	
Prepared By:	Date:	Document Name:	Sheet:
CMH	28APR2010	SC200-027	7 of 18

NOTE:  
SEE SHEET 1 FOR NOTES



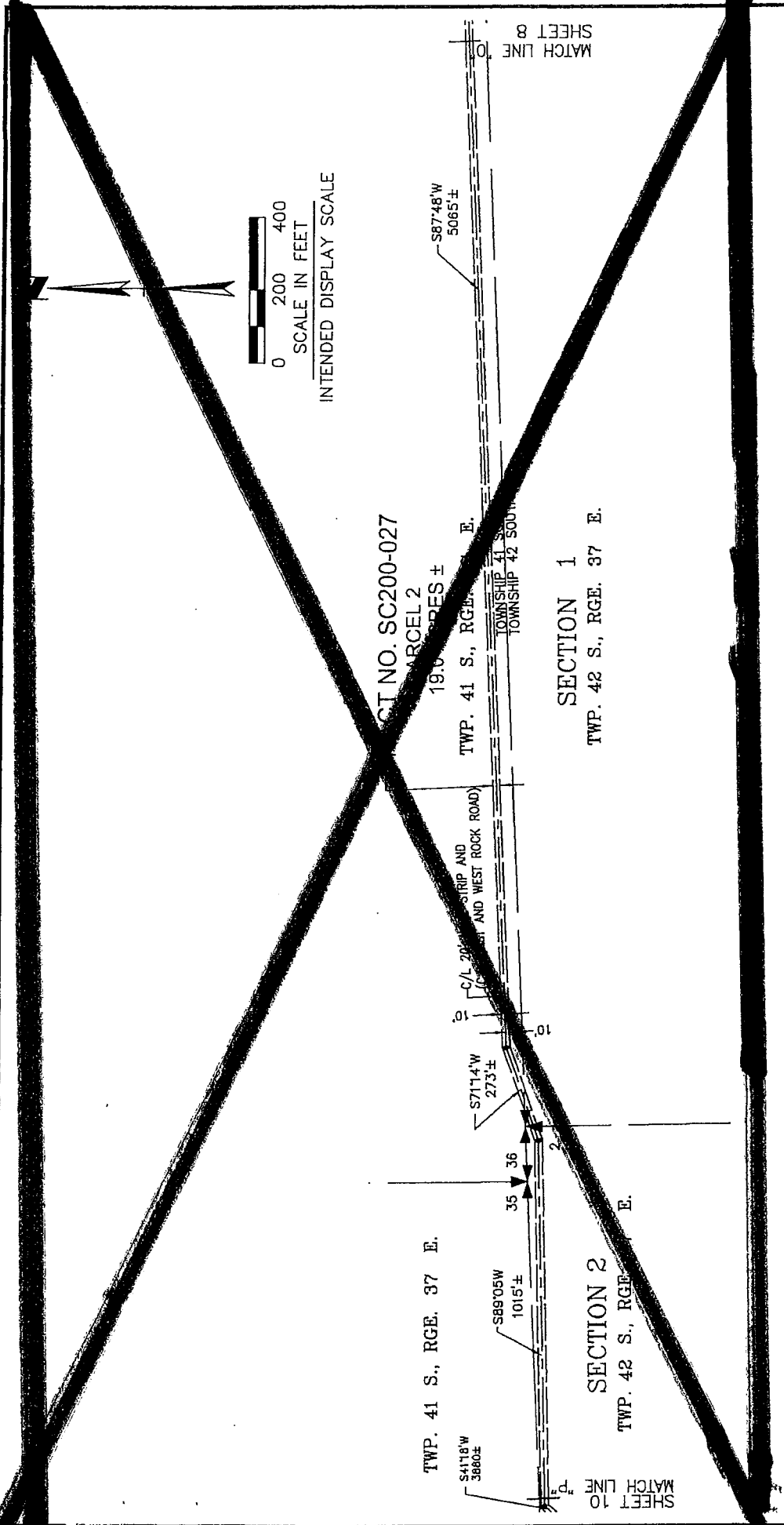
TOWNSHIP 41 SOUTH, RANGE 37 EAST AND SECTION 31  
 TOWNSHIP 41 SOUTH, RANGE 38 EAST PALM BEACH COUNTY, FLORIDA.  
 SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
 LAND ACQUISITION DEPARTMENT  
 3301 GUN CLUB ROAD  
 WEST PALM BEACH, FLORIDA 33416-4680

TRACT NO. SC200-027

PARCEL 2

Folio:	River of Grass
Prepared By:	Document Name:
CMH	SC200-027
Date:	Sheet:
28APR2010	8 of 18

NOTE:  
SEE SHEET 1 FOR NOTES

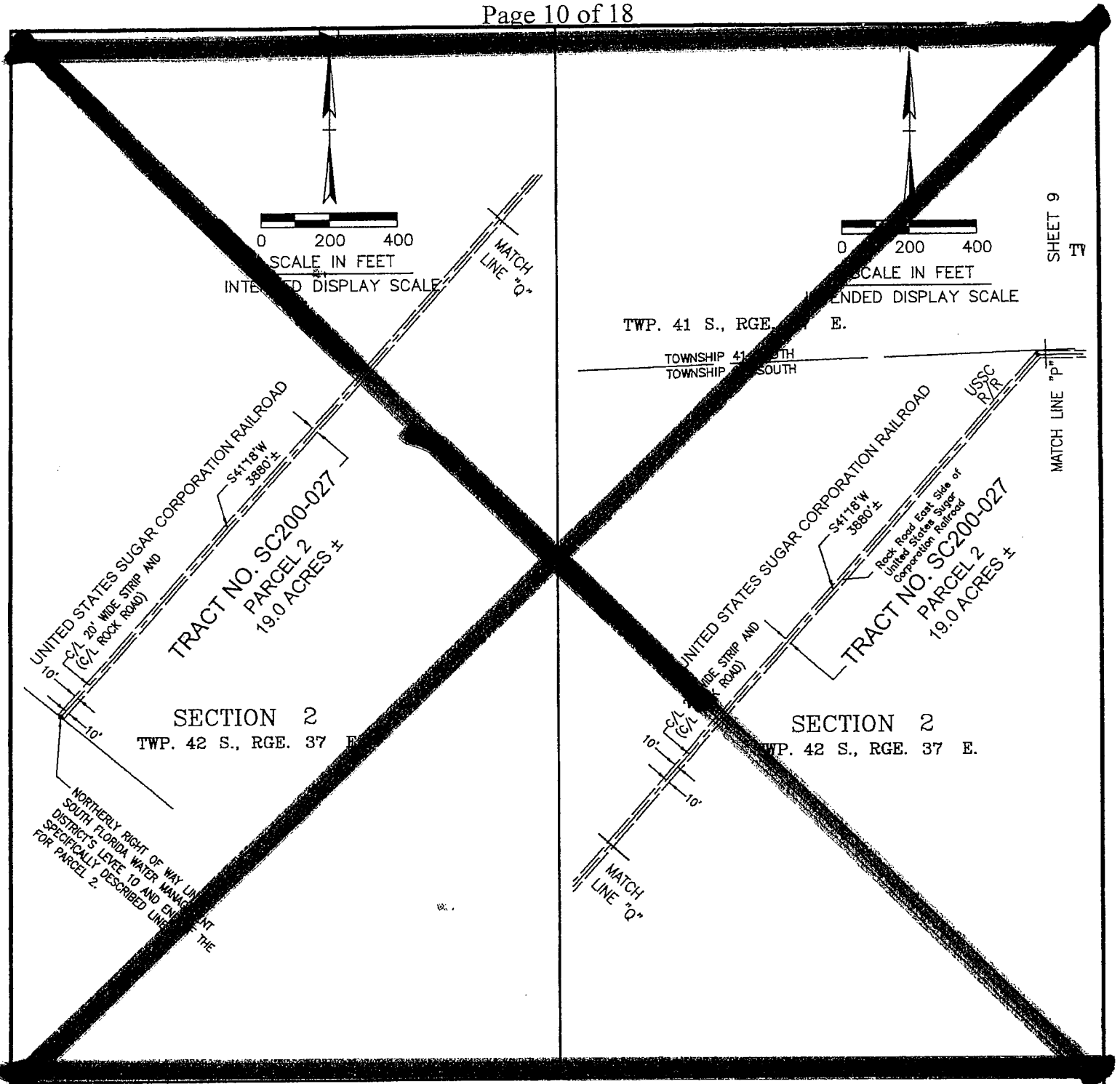


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SCALE IN FEET  
INTENDED DISPLAY SCALE

SECTIONS 1 AND 2  
TOWNSHIP 42 SOUTH  
RANGE 37 EAST  
PALM BEACH COUNTY, FLORIDA.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROADCOPY WEST PALM BEACH, FLORIDA 33416--4680	
TRACT NO. SC200-027	
PARCEL 2	
Folio:	River of Grass
Prepared By:	Document Name:
CMH	SC200-027
Date:	Sheet:
28APR2010	9 of 18

NOTE:  
SEE SHEET 1 FOR NOTES



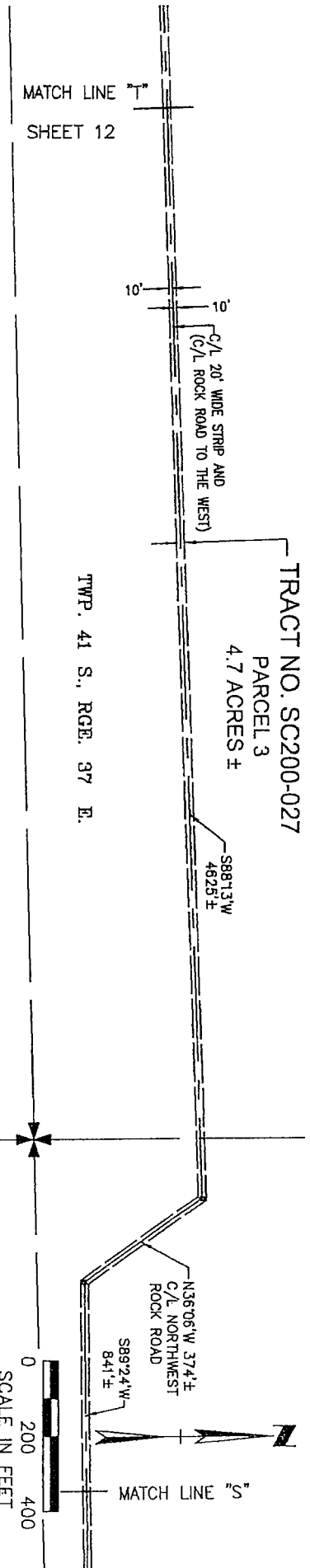
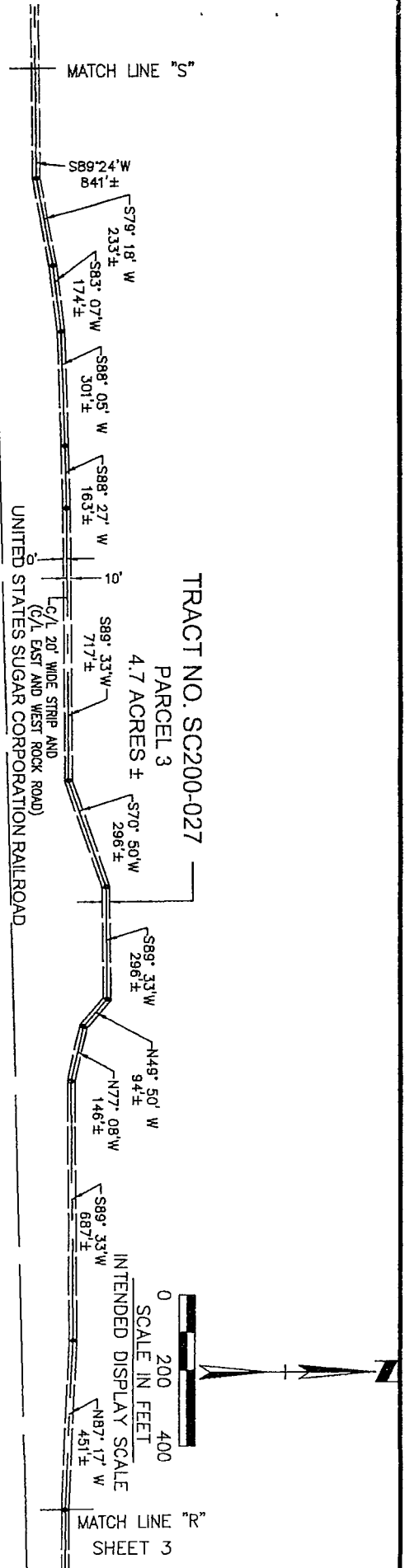
SHEET 9  
TY

NORTHERLY RIGHT OF WAY LINE  
SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S LEVY 10 AND ENLARGEMENT SPECIFICALLY DESCRIBED LINE FOR PARCEL 2.

SECTION 2  
TOWNSHIP 42 SOUTH  
RANGE 37 EAST  
PALM BEACH COUNTY, FLORIDA.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680			
TRACT NO. SC200-027			
PARCEL 2			
Folio:	River of Grass		
Prepared By:	Date:	Document Name:	Sheet:
CMH	28APR2010	SC200-027	10 of 18

NOTE:  
SEE SHEET 1 FOR NOTES



TOWNSHIP 41 SOUTH  
 RANGE 37 EAST  
 PALM BEACH COUNTY, FLORIDA.

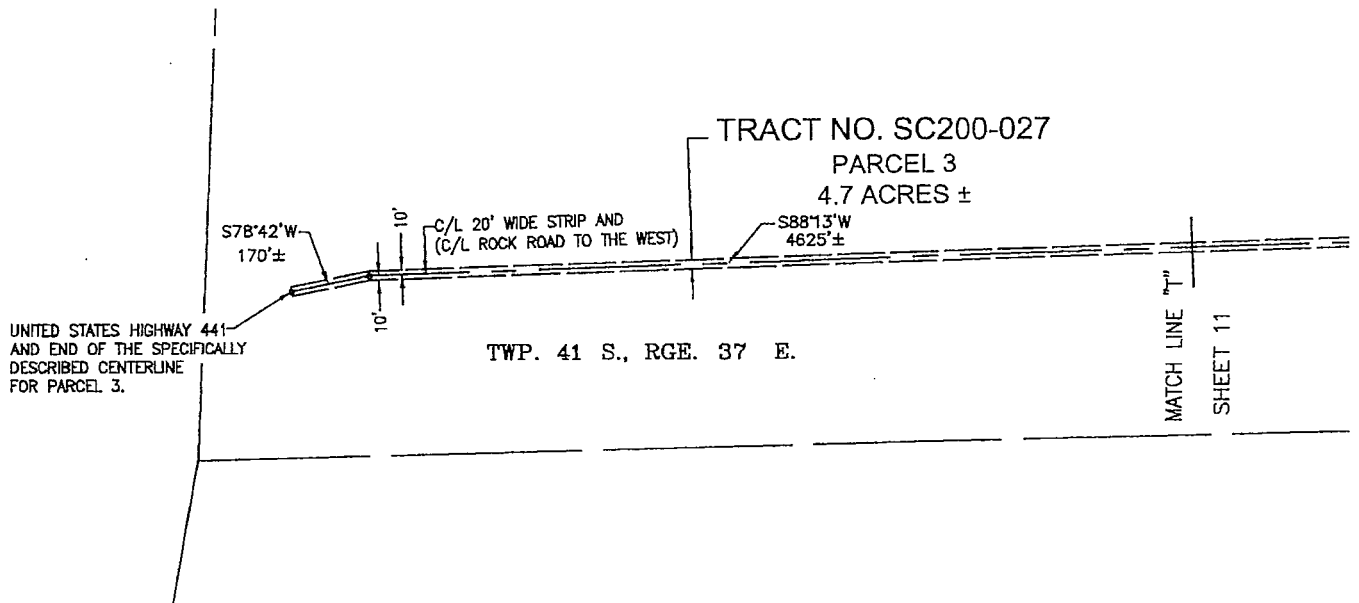
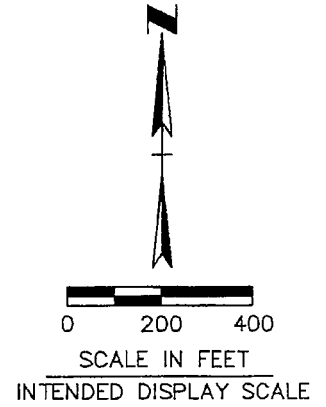
SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
 LAND ACQUISITION DEPARTMENT  
 3301 GUN CLUB ROAD  
 WEST PALM BEACH, FLORIDA 33416-4680

TRACT NO. SC200-027

PARCEL 3

Folio:	River of Grass	Sheet:
Prepared By:	Document Name:	11 of 18
CMH	SC200-027	
Date:		
28APR2010		

NOTE:  
 SEE SHEET 1 FOR NOTES



TOWNSHIP 41 SOUTH  
RANGE 37 EAST  
PALM BEACH COUNTY, FLORIDA.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680			
TRACT NO. SC200-027			
PARCEL 3			
Folio:		River of Grass	
Prepared By:	Date:	Document Name:	Sheet:
CMH	28APR2010	SC200-027	12 of 18

**NOTE:**  
SEE SHEET 1 FOR NOTES

**Exhibit "A"**  
**Tract Number SC200-027**

**Three (3) parcels of land in Township 41 South, Range 37 East and Sections 17, 18, 19, 20, 29, 30, 31 and 32 , Township 41 South, Range 38 East and in Sections 1 and 2 Township 42 South, Range 37 East, Palm Beach County, Florida.**

**Parcel 1**

A strip of land 20 feet in width, the centerline of said strip being described as follows:

Commence at the Northwest corner of Section 18, Township 41 South, Range 38 East Palm Beach County Florida; thence North 89°50'54" East, along the North line of said Section 18, a distance of 81.92 feet; thence South 04°26'50" East, a distance of, 167.76 feet; thence South 89°49'31" East, a distance of, 24 feet more or less to the center of a rock road and the Point of Beginning of said strip of land;  
 Thence, South 00°49'09" West, along the centerline of said rock road, a distance of 86 feet more or less to the center line of an East and West rock road;  
 Thence, South 89° 37'19" West, along the centerline of said East and West rock road, a distance of, 5250 feet more or less to the centerline of a North and South rock road;  
 Thence North 02°31'58" West, along the centerline of said North and South rock road, a distance of, 42 feet more or less to the intersection of the centerline of a rock road leading to the West;  
 Thence South 89°43'53" West, along the centerline of said rock road, a distance of, 5350 feet more or less to United States Highway 441 and the end of the specifically described centerline.

**Parcel 2**

Commence at the Northwest corner of Section 18, Township 41 South, Range 38 East Palm Beach County Florida; thence North 89°50'54" East, along the North line of said Section 18, a distance of 81.92 feet; thence South 04°26'50" East, a distance of, 167.76 feet; thence South 89°49'31" East, a distance of, 24 feet more or less to the center of a rock road;  
 Thence, South 00°49'09" West, along the centerline of said rock road, a distance of, 86 feet

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680			
TRACT NO. SC200-027			
Folio:		River of Grass	
Prepared By:	Date:	Document Name:	Sheet:
CMH	28APR2010	SC200-027	13 of 18

Thence, South 00°14'30" East, continuing along the centerline of said North and South rock road a distance of, 4955 feet more or less to **Point "A"** and the centerline of an East and West rock road on the North side of the United States Sugar Corporation Railroad;

Thence, North 89°47'19" East along said centerline of the East and West rock road a distance of, 501.34 feet;

Thence, North 86°27'56" East, continuing along said centerline, a distance of, 106.52 feet;

Thence, North 89°47'19" East, continuing along said centerline, a distance of, 1072.83 feet;

Thence, North 89°12'11" East, continuing along said centerline, a distance of, 133.89 feet;

Thence, North 89°47'19" East, continuing along said centerline, a distance of, 291.37 feet;

Thence, South 61°39'38" East, continuing along said centerline, a distance of, 93.24 feet to **Point "B"** and the intersection of a rock road to the Northeast;

Thence, continue, South 61°39'38" East, and continuing along said East and West rock road centerline, a distance of, 36.11 feet;

Thence, North 89°47'19" East, continuing along said centerline, a distance of, 1248.23 feet;

Thence, South 85°39'04" East, continuing along said centerline, a distance of, 427.64 feet;

Thence, North 89°47'19" East, continuing along said centerline, a distance of, 664.14 feet to the East line of said Section 18;

Thence, continue North 89°47'19" East, along said centerline, a distance of, 17 feet more or less to the centerline of a North and South rock road;

Thence, South 00°24'15" East, along the centerline of said North and South rock road a distance of, 123 feet more or less to the centerline of an East and West rock road;

Thence, South 89°47'19" West, along the centerline of said East and West rock road, a distance of, 79 feet more or less to the centerline of a North and South rock road;

Thence, South 00°14' East, along said centerline of the North and South rock road, a distance of, 2565 feet more or less to **Point "C"** and the intersection of a rock road to the East;

Thence, South 00°14' East, along said centerline of the North and South rock road, a distance of, 70 feet more or less;

Thence, South 00°05' East, continuing along said North and South rock road a distance of 2568 feet more or less to **Point "D"** and the intersection of a rock road to the East;

Thence, South 00°05' East, continuing along said North and South rock road a distance of 263 feet more or less to **Point "E"** and the intersection of a rock road to the East;

Thence, South 00°05' East, continuing along said North and South rock road a distance of 2691 feet more or less to the South line of Section 30, Township 41 South, Range 38 East;

Thence, South 2°34' East, continuing along the centerline of said North and South rock road a distance of, 26 feet more or less to **Point "F"** and the intersection of a rock road to the East;

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680			
TRACT NO. SC200-027			
Folio:		River of Grass	
Prepared By:	Date:	Document Name:	Sheet:
CMH	28APR2010	SC200-027	14 of 18

Thence, continue South 2°34' East, and continuing along the centerline of said North and South rock road, a distance of, 4780 feet more or less to **Point "G"** and the intersection of rock road to the East;

Thence, continue South 2°34' East, and continuing along the centerline of said North and South rock road, a distance of, 367.85 feet more or less;

Thence, South 58°05' West, continuing along said rock road a distance of, 77 feet more or less to **Point "H"** and the centerline of a rock road to the Northeast and the centerline of an East and West rock road, on the North side of a canal;

Thence, South 89°52' West, along said East and West rock road a distance of, 5174 feet more or less;

Thence, South 87°48' West, continuing along said rock road a distance of, 5065 feet more or less;

Thence, South 71°14' West, continuing along said rock road a distance of, 273 feet more or less;

Thence, South 89°05' West, continuing along said rock road a distance of, 1015 feet more or less to a rock road on the East side of the United States Sugar Corporation Railroad;

Thence, South 41°18' West, continuing along said rock road on the East side of the United States Sugar Corporation Railroad, a distance of, 3880 feet more or less to the Northerly right of way line of South Florida Water Management District's Levee 10 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "B"** as described above;

Thence, Northeastly along said center of the rock road, a distance of 20 feet more or less to the Southerly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "C"** as described above;

Thence, Easterly along said center of the rock road, a distance of 16 feet more or less to the Westerly line of South Florida Water Management District United States Sugar Corporation

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680			
TRACT NO. SC200-027			
Folio:		River of Grass	
Prepared By:	Date:	Document Name:	Sheet:
CMH	28APR2010	SC200-027	15 of 18

A 20 foot strip of land being described as follows:

Begin at **Point "D"** as described above;

Thence, Easterly along said center of the rock road, a distance of 17 feet more or less to the Westerly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "E"** as described above;

Thence, Easterly along said center of the rock road, a distance of 11 feet more or less to the Westerly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "F"** as described above;

Thence, Easterly along said center of the rock road, a distance of 20 feet more or less to the Westerly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "G"** as described above;

Thence, Easterly along said center of the rock road, a distance of 20 feet more or less to the Easterly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "H"** as described above;

Thence, North 67° East, along said center of the rock road, a distance of 67 feet more or less to the Westerly line of South Florida Water Management District United States Sugar

SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
LAND ACQUISITION DEPARTMENT  
3301 GUN CLUB ROAD  
WEST PALM BEACH, FLORIDA 33416-4680

TRACT NO. SC200-027

Folio:		River of Grass	
Prepared By:	Date:	Document Name:	Sheet:
CMH	28APR2010	SC200-027	16 of 18

**Parcel 3**

A strip of land 20 feet in width, the centerline of said strip being described as follows:

Begin at **Point "A"** as described in Parcel 2 above;  
 Thence, South 89° 47' West, along the centerline of an East and West rock road on the North side of the United States Sugar Corporation Railroad, a distance of, 143 feet more or less to the West line of said Section 18, Township 41 south, Range 38 East, Palm Beach County, Florida;  
 Thence, South 89° 33' West, continuing along said centerline of rock road, a distance of, 570 feet more or less;  
 Thence, North 87° 17' West, continuing along said centerline of rock road, a distance of, 451 feet more or less;  
 Thence, South 89° 33' West, continuing along said centerline of rock road, a distance of, 687 feet more or less;  
 Thence, North 77° 08' West, continuing along said centerline of rock road, a distance of, 146 feet more or less;  
 Thence, North 49° 50' West, continuing along said centerline of rock road, a distance of, 94 feet more or less;  
 Thence, South 89° 33' West, continuing along said centerline of rock road, a distance of, 296 feet more or less;  
 Thence, South 70° 50' West, continuing along said centerline of rock road, a distance of, 296 feet more or less;  
 Thence, South 89° 33' West, continuing along said centerline of rock road, a distance of, 717 feet more or less;  
 Thence, South 88° 27' West, continuing along said centerline of rock road, a distance of, 163 feet more or less;  
 Thence, South 88° 05' West, continuing along said centerline of rock road, a distance of, 301 feet more or less;  
 Thence, South 83° 07' West, continuing along said centerline of rock road, a distance of, 174 feet more or less;  
 Thence, South 79° 18' West, continuing along said centerline of rock road, a distance of, 233 feet more or less;  
 Thence, South 89° 24' West, continuing along said centerline of rock road, a distance of, 841 feet more or less to the centerline of a Northwest rock road;  
 Thence, North 36° 06' West, along the centerline of the Northwest rock road, a distance of, 374 feet more or less to the centerline of a rock road to the West;  
 Thence, South 88° 13' West, along said rock road, a distance of 4625 feet more or less;  
 Thence, South 78° 42' West, continuing along said rock road, a distance of, 170 feet more or less to United States Highway 441 and the end of the specifically described centerline.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680			
TRACT NO. SC200-027			
Folio:		River of Grass	
Prepared By:	Date:	Document Name:	Sheet:
CMH	28APR2010	SC200-027	17 of 18

The above described parcels of land contain:

Parcel 1 4.9 acres more or less  
 Parcel 2 19.0 acres more or less  
 Parcel 3 4.7 acres more or less for a  
 Total of 28.6 acres more or less.

The bearings in the above described parcels of land are based on a bearing of North 89°50'54" East along the North line of Section 18, Township 41 South, Range 38 East.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680			
TRACT NO. SC200-027			
Folio:		River of Grass	
Prepared By:	Date:	Document Name:	Sheet:
CMH	28APR2010	SC200-027	18 of 18

**EXHIBIT 11.a.xvi**

**ACCESS AND DRAINAGE EASEMENT**

This Instrument Prepared By:  
Danielle DeVito-Hurley, Esq.  
Gunster, Yoakley & Stewart, P.A.  
450 E. Las Olas Blvd., Suite 1400  
Fort Lauderdale, Florida 33301-4206

**RESERVATION OF ACCESS AND DRAINAGE EASEMENT**

**THIS RESERVATION OF ACCESS AND DRAINAGE EASEMENT** is reserved and granted as of this \_\_\_\_ day of \_\_\_\_\_, 2010, by **UNITED STATES SUGAR CORPORATION**, a Delaware corporation, whose mailing address is 111 Ponce de Leon Avenue, Clewiston, Florida 33440 ("Owner").

WITNESSETH THAT:

A. Owner is the owner of certain real property, lying and being in Palm Beach County, Florida and more particularly described on **Exhibit A** attached hereto and made a part hereof (the "L-8 Property").

B. Owner is the owner of certain real property, lying and being in Palm Beach County, Florida located (i) immediately adjacent to the westerly boundary of the L-8 Property ("Westerly Retained Property"); and (ii) southeasterly of the L-8 Property ("Southerly Retained Property") (the Westerly Retained Property and Southerly Retained Property shall be collectively referred to herein as the "Retained Property").

C. Owner is the owner of that certain railroad system located within the perimeter boundaries of the L-8 Property, as more particularly described on **Exhibit B** attached hereto and made a part hereof ("L-8 Railroad System").

C. Pursuant to that certain Second Amended and Restated Agreement for Sale and Purchase dated \_\_\_\_\_, 2010, Owner has agreed to convey to the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation created under Chapter 373 of the Florida Statutes ("District"), the L-8 Property, as part of a larger conveyance of land from Owner to the District.

D. As part of the terms of such conveyance, Owner is reserving this Easement (as defined herein), subject to the terms and conditions contained herein.

Now, for and in consideration of the conveyance of the L-8 Property to the District and payment by the District of the consideration therefor, the receipt and sufficiency of which is hereby acknowledged, Owner hereby reserves the following easements with respect to the L-8 Property:

1. **Reservation of Access Easement.** Owner hereby reserves a non-exclusive, perpetual access easement solely for the purposes of vehicular ingress and egress on, over and across the certain real property, lying and being in Palm Beach County, Florida and more particularly described **Exhibit C** attached hereto and made a part hereof (the "**Access Easement Area**" or the "**Road**") for access to and from the Westerly Retained Property and the Southerly Retained Property (the "**Access Easement**"). The right of access reserved by Owner hereunder shall be available for use by Owner, its affiliates and their respective employees, representatives and agents and shall not be available for use by the general public. District shall have the ability, from time to time, to gate (provided that reasonable access is provided to Owner, its affiliates and their respective employees, representatives and agents, such as keys, etc.) and/or temporarily close all or any portion of the Road for such time(s) as may be reasonably necessary in connection with the protection of property and/or the preservation of life.

2. **Reservation of Drainage Easement.** Owner hereby reserves a non-exclusive, perpetual easement on, over, through and across the certain real property, lying and being in Palm Beach County, Florida and more particularly described **Exhibit D** attached hereto and made a part hereof (the "**Drainage Easement Area**") for drainage of water from the L-8 Railroad System onto and through the Drainage Easement Area (the "**Drainage Easement**") (the Access Easement Area and Drainage Easement Area are collectively referred to herein as the "**Easement Area**" and the Access Easement and Drainage Easement are collectively referred to herein as the "**Easement**").

3. **Maintenance of Drainage Structures.** Owner, at its sole cost and expense, shall operate, construct, install, maintain, repair and replace any drainage, discharge, water control and water management areas, ditches, swales, culverts, structures and facilities within the Drainage Easement Area that are (a) owned by Owner as of the date prior to the conveyance of the L-8 Property from Owner to District; and/or (b) constructed by Owner after the date of the conveyance of the L-8 Property from Owner to District (collectively, the "**Owner's Drainage Facilities**"). Owner shall maintain the Owner's Drainage Facilities in their original condition as of the date of this Easement, subject to reasonable wear and tear. District shall maintain, repair and replace any drainage, discharge, water control and water management areas, ditches, swales, culverts, structures and facilities within the Drainage Easement Area that are (i) owned by District as of the date prior to the conveyance of the L-8 Property from Owner to District, if any; and/or (ii) constructed by District after the date of the conveyance of the L-8 Property from Owner to District (collectively, the "**District's Drainage Facilities**"). District shall maintain the District's Drainage Facilities in their original condition as of the date of this Easement, subject to reasonable wear and tear.

4. **Maintenance of Road.** District hereby agrees that it shall, at its sole cost and expense, maintain the Road in good order and repair and in the condition existing as of the date hereof (it being understood that in no event shall District have any obligation hereunder to pave or light the Road). Notwithstanding the foregoing, in the event that Owner uses the Road for hauling sugar cane using tractor trailers, then Owner shall be responsible to maintain the Road, at its sole cost and expense, for the duration of any and all periods of hauling cane, which shall include the obligation of Owner to restore the Road to the condition existing prior to the date of commencement of such sugar cane hauling traffic.

5. **Relocation of Road.** District, after consultation with and approval by Owner, which approval will not be unreasonably withheld or delayed, shall have the right, from time to time to relocate all or any portion of the Road so long as Owner continues to have reasonably equivalent access between the Westerly Retained Property and Southerly Retained Property, as applicable (which may include access over a publicly dedicated road). All costs attributable to any such relocation of the Road desired by District shall be at the sole cost and expense of the District. Upon any relocation by District of all or any portion of the Road, the Access Easement Area shall be amended to release the existing Road and describe the relocated Road (or the Access Easement shall be automatically terminated to the extent the relocation is to a publicly dedicated road):

6. **Relocation of Drainage Easement Area and Drainage Facilities.** District, after consultation with and approval by Owner, which approval will not be unreasonably withheld or delayed, shall have the right, from time to time to relocate all or any portion of the Drainage Easement Area and the Drainage Facilities therein so long as Owner continues to have reasonably equivalent drainage of water from the L-8 Railroad System onto and through the relocated Drainage Easement Area. All costs attributable to any such relocation of the Drainage Easement Area and Drainage Facilities desired by District shall be at the sole cost and expense of the District. Upon any relocation by District of all or any portion of the Drainage Easement Area, the Drainage Easement Area shall be amended to release the existing Drainage Easement Area and describe the relocated Drainage Easement Area.

7. **No Interference.** The District shall not install any facilities or improvements or grant any other rights or easements to others that will unreasonably interfere with the rights herein reserved by Owner.

8. **No Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed. Nothing contained in this Easement shall be deemed to limit, restrict or waive any common law drainage rights that Owner may have with respect to the natural attenuation of water.

9. **Liability.** Owner shall be liable for any bodily injury and/or property damage that arises or occurs from Owner's and its affiliates' and their respective employees', agents' and representatives' use of the Easement Area.

10. **Permits and Approvals.** Owner shall obtain all federal, state, local and other governmental approvals and permits necessary for the use, maintenance and operation of the Owner's Drainage Facilities, including, without limitation, any applicable District permits, including, but not limited to the District's Right of Way Permits and Consumptive Use Permits (collectively, the "Permits") and shall comply with and maintain such Permits. Within five (5) business days of written demand by District to Owner, Owner shall provide and/or make available to District copies of any such Permits specifically requested by District in such written demand. Owner acknowledges that there is no guarantee that Owner will receive any permits, but District agrees to reasonably cooperate, at no cost or expense to District, in District's capacity as the owner of the Drainage Easement Area and not in its regulatory capacity, to obtain

such Permits, which shall include executing any such applications, as may be necessary, as the owner of the Drainage Easement Area.

11. **Compliance with Laws, Rules, Regulation and Restrictions.** Owner shall comply with, and be the responsible entity for remedying any violations caused by Owner, of all applicable federal, state, and local laws, ordinances, rules and regulations, now or hereinafter enacted, including those of the District, and any private restrictions existing as of the date of this Easement, with respect to the Owner's Drainage Facilities. The District has no duty to ensure such compliance. All rules and regulations pertaining to the Owner's Drainage Facilities remain in full force and effect.

12. **Insurance.**

a. Owner shall procure and maintain at Owner's sole cost and expense the following types of insurance:

(i) Worker's Compensation Insurance: District acknowledges and agrees that, in lieu of providing Worker's Compensation Insurance, Owner self-insures for such matters and Owner shall not be obligated to provide any evidence of insurance with respect thereto; provided that Owner shall be obligated to satisfy all Worker's Compensation requirements under Florida law and shall provide proof of such compliance annually to District. The Worker's Compensation Insurance policy required by this Easement shall also include Employer's Liability.

(ii) Liability Insurance: Comprehensive General Liability Insurance relating to the Easement Area and the Owner's Drainage Facilities, which shall include, but not be limited to, Premises and Operations; Independent Contractors, Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly, indirectly or proximately from the use of the Easement Area. The minimum limits of coverage shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability. The limits of comprehensive general liability insurance shall in no way limit or diminish the Owner's liability under Section 8 hereof and (B) Umbrella liability insurance containing minimum limits of Fifty Million and No/100 Dollars (\$50,000,000.00) which shall include the Easement Area and coverage shall which shall include, but not be limited to, Premises and Operations; Independent Contractors, Products and Completed Operations and Contractual Liability.

(iii) Business Automobile Liability Insurance: Business Automobile Liability Insurance which shall have minimum limits of \$5,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability with a maximum deductible or self-insured retention of \$1,000,000. This shall include owned, hired, non-owned and employee non-ownership coverage.

b. Proof of Insurance: Owner shall provide District with insurance certificates for all insurance required pursuant to this Easement as proof of insurance prior to the date of this Easement and each year, upon renewal, thereafter. Upon request, Owner shall

provide District with complete copies of the policies. Owner shall, upon request by District, have its insurance agent provide certified copies of all insurance coverage required by this Easement. Such copies shall be provided within ten (10) days of request or, with respect to any renewal or replacement policies, as soon as such policies are available from the applicable insurer. All insurance required under this Easement shall be written by a financially sound company with a rating of "A VIII" or better with AM Best or a "A" or better with S&P and shall name the District as loss payee and/or as additional insured as their interests may appear (with the exception of Workers Compensation coverage). Said policies (other than worker's compensation) shall contain a waiver of subrogation in favor of the District.

c. Notice of Insurance Cancellation: Owner shall notify District at least thirty (30) days prior to cancellation or modification of any insurance required by this Easement. Insurance required under Section 12(a)(ii) and (iii) above shall contain a provision that it may not be cancelled until thirty (30) days after written notice to District (with the exception of ten (10) days notice for non-payment of premium). In the event Owner fails to obtain and keep any insurance required hereunder in full force and effect, District may at its option obtain such policies and Owner shall pay to District the premiums therefore, together with interest at the maximum rate allowed by law, upon demand.

d. Subcontractor Insurance: It shall be the responsibility of the Owner to ensure that all subcontractors are adequately insured, including, but not limited to, Workers Compensation coverage.

e. Self-Insurance. Notwithstanding anything in this Section 12 to the contrary, so long as United States Sugar Corporation is the owner of the Retained Property, it may elect to post a letter of credit in the amount of \$1,000,000 pursuant to the requirements set forth in Paragraph 33(B)(2) of the Lease Agreement dated \_\_\_\_\_ between Owner and District (the "Deductible LC"), which shall be accompanied by an escrow agreement reasonably acceptable to Owner and District, but conformed to the provisions of this Section 12, then, with respect to liability insurance under Section 12(a)(ii) above, Owner shall have the right to maintain a deductible or self-insured retention in the amount of \$1,000,000.

### 13. **Binding Effect.**

a. Drainage Easement. The Drainage Easement reserved herein shall be appurtenant to the L-8 Railroad System as the dominant tenement, and shall burden the Drainage Easement Area, as the servient tenement, as it is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein with respect to the Drainage Easement Area shall be covenants running with the Drainage Easement Area and create equitable servitudes in favor of the L-8 Railroad System benefited thereby. The Drainage Easement reserved herein and all of the provisions related thereto shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns.

b. Access Easement. (i) The Access Easement reserved herein and all of the provisions related thereto (x) are personal to the United States Sugar Corporation and do not inure to the benefit of the Retained Property or any successors of the United States Sugar Corporation; and (y) are not assignable by the United States Sugar Corporation; and (ii) the

United States Sugar Corporation may not allow anyone other than the United States Sugar Corporation and its affiliates and their respective employees, representatives and agents to use the Access Easement Area.

14. **No Modification.** This Easement may not be amended or modified in any respect whatsoever or terminated or rescinded, in whole or in part, except by the agreement of Owner (or, solely with respect to the Drainage Easement, any successor owner of the Retained Property) and the District (or any successor owner of the Easement Area), and then only by written instrument duly executed with the formality of a deed, acknowledged and recorded in the Public Records of Palm Beach County, Florida; provided, however, that if there are multiple owners of the Easement Area as a result of transfers of portions of the Easement Area from and after the date of this Easement by the District to other parties, then, in order to be effective, an amendment, modification, termination or rescission shall only be required to be executed by Owner (or, solely with respect to the Drainage Easement, any successor owner of the Retained Property) and the particular owner which owns the portion of the Easement Area to which such instrument is applicable.

15. **Governing Law.** This Easement shall be construed in accordance with the laws of the State of Florida.

16. **Recitals; Headings.** The recitals set forth above are true and correct and incorporated herein by reference. The headings used in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement, and shall not be considered in any construction or interpretation of this Easement or any part hereof.

17. **Counterparts.** This Easement may be executed in counterparts each of which shall constitute an original and together shall constitute one and the same instrument.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, Owner and District have caused this Easement to be executed the day and year first above written.

**OWNER:**

UNITED STATES SUGAR CORPORATION,  
a Delaware corporation

Witness: \_\_\_\_\_

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

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

As its: \_\_\_\_\_

Witness \_\_\_\_\_

Date of Execution \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, as \_\_\_\_\_ of UNITED STATES SUGAR CORPORATION, a Delaware corporation, who is personally known or \_\_\_ who has produced \_\_\_\_\_ as identification.

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

Notary Public State of Florida at Large

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

My Commission Number: \_\_\_\_\_

**[SIGNATURE OF DISTRICT FOLLOWS]**

IN WITNESS WHEREOF, Owner and District have caused this Easement to be executed the day and year first above written.

**DISTRICT:**

SOUTH FLORIDA WATER  
MANAGEMENT DISTRICT,  
a public corporation created under Chapter  
373, Florida Statutes

Witness: \_\_\_\_\_

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

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

As Its: \_\_\_\_\_

Witness \_\_\_\_\_

Date of Execution \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, as \_\_\_\_\_ of South Florida Water Management District, a public corporation created under Chapter 373 of the Florida Statutes, \_\_\_ who is personally known or \_\_\_ who has produced \_\_\_\_\_ as identification.

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

Notary Public State of Florida at Large

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

My Commission Number: \_\_\_\_\_

**[EXHIBITS FOLLOW]**

**EXHIBIT A to EXHIBIT 11.a.xvi**

**LEGAL DESCRIPTION OF L-8 PROPERTY**

**[To be attached at Closing]**

**EXHIBIT B to EXHIBIT 11.a.xvi**

**LEGAL DESCRIPTION OF L-8 RAILROAD SYSTEM**

That portion of United States Sugar Corporation's Railroad Corridor as described in Official Record Book 23180, Page 854 of the Public Records of Palm Beach County, Florida that is within the South Florida Water Management District's acquisition parcel SC-200-008, also known as the L-8 Parcel beginning at Station 2495+29.24 of said Railroad Corridor as shown on page 906 of said Record Book 23180 and ending at Station 2823+60.41 as shown on page 910 of said Record Book 23180.

**EXHIBIT C to EXHIBIT 11.a.xvi**

**LEGAL DESCRIPTION OF ACCESS EASEMENT AREA**

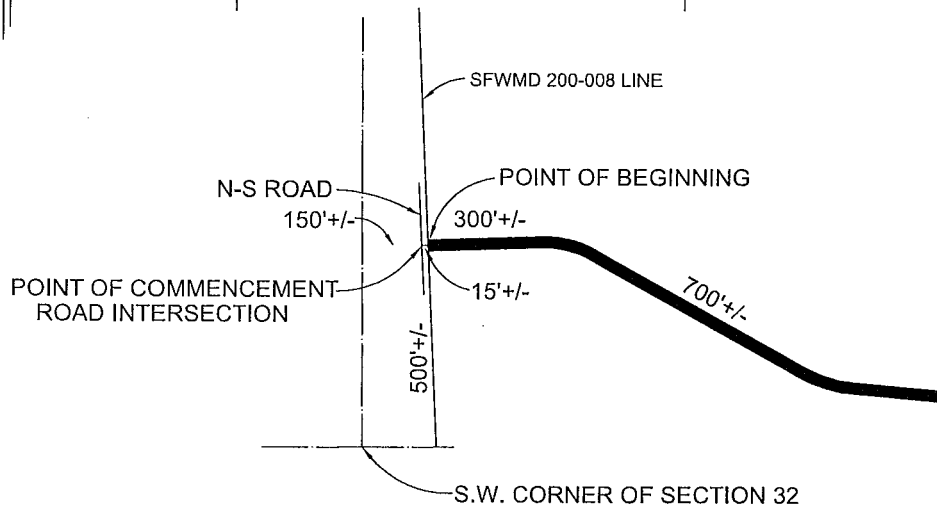
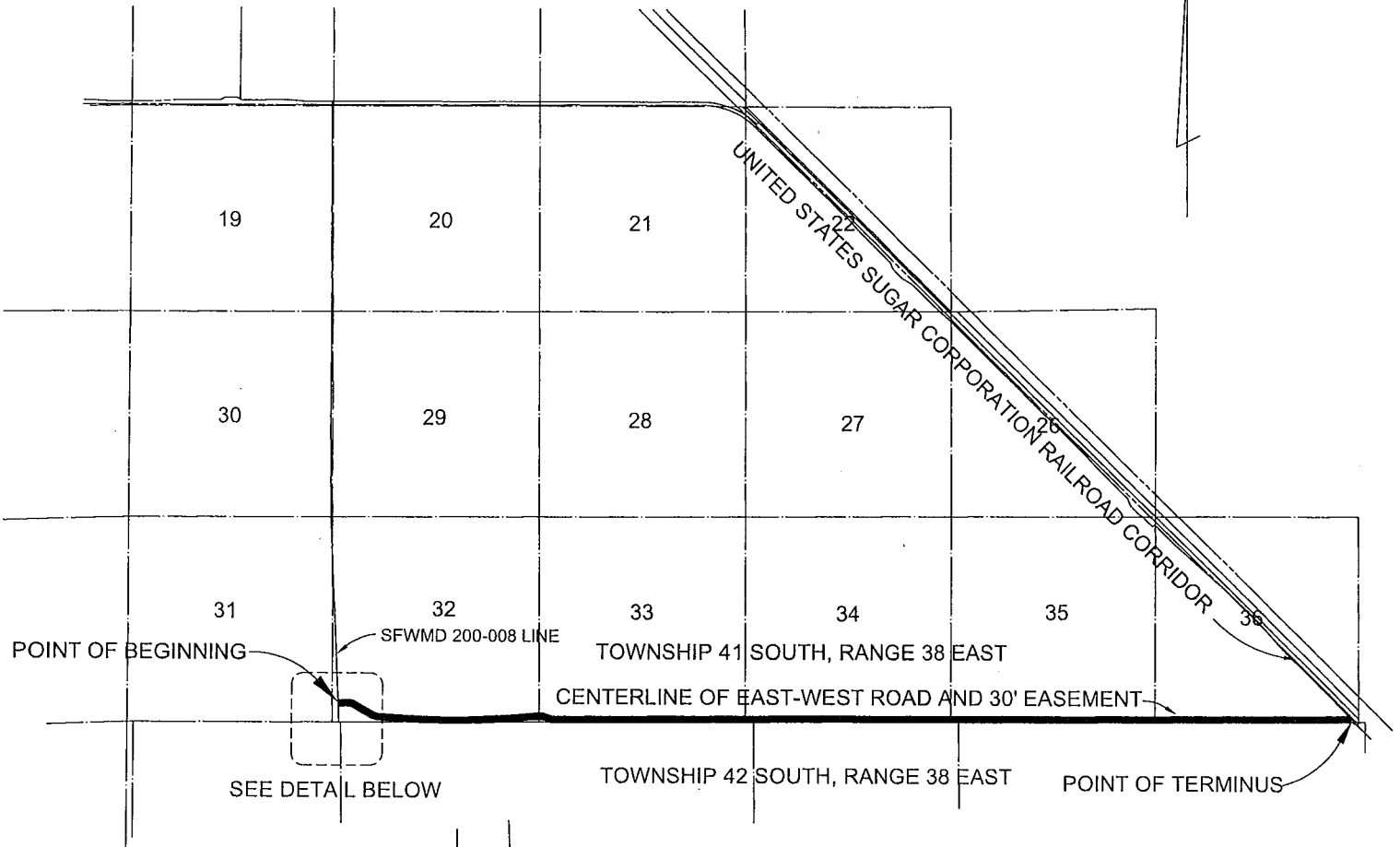
### INGRESS-EGRESS EASEMENT IN L-8 PARCEL SC-200-008

A 30 foot wide ingress and egress easement whose centerline is described as being the centerline of an existing rock road as follows:

**Commencing** approximately 500 feet north and approximately 150 feet east of the southwest corner of Section 32, Township 41 South, Range 38 East, Palm Beach County, Florida more specifically the centerline intersection of an existing north-south rock road with an existing rock road that runs east from this intersection, proceed easterly along the centerline of said east running rock road about 15 feet to intersect the SFWMD "200-008 LINE" for the **POINT OF BEGINNING**.

From said **POINT OF BEGINNING**, running east and following along said existing rock road which lies north of an east-west canal, go about 300 feet then east-southeasterly about 700 feet to where you are near the south line of said Section 32 still being north of said canal; Thence continue easterly following the east-west rock road through Sections 32, 33, 34, 35, and 36, Township 41 South, Range 38 East and being near the south line of said Sections until you intersect the United States Sugar Corporation Railroad Corridor as recorded in Official Record Book 23180, page 854, of the Public Records of Palm Beach County, Florida for the **POINT OF TERMINUS**.

# UNITED STATES SUGAR CORPORATION INGRESS-EGRESS EASEMENT



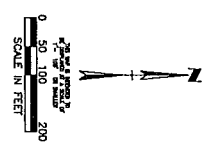
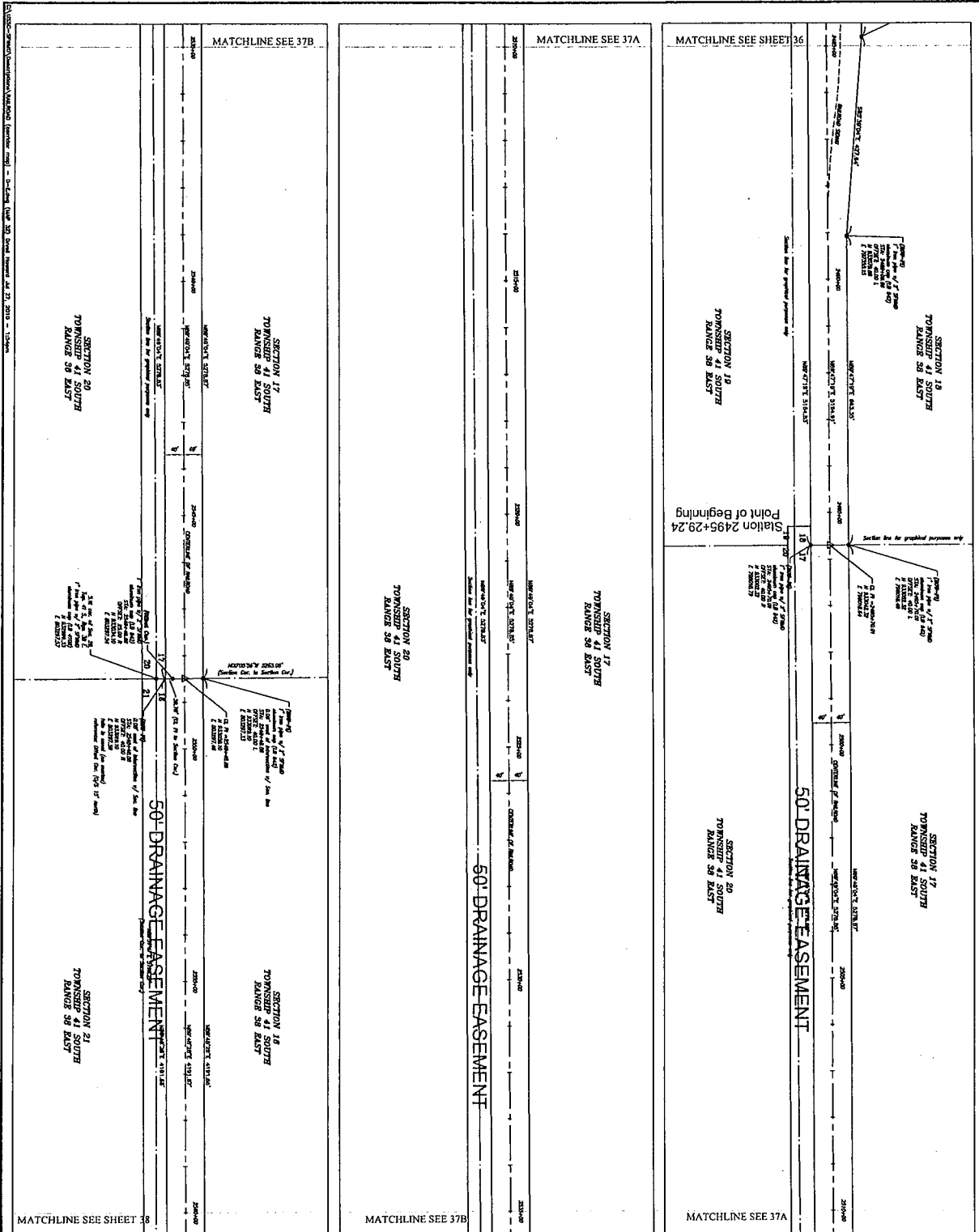
SKETCH NOT TO SCALE

**EXHIBIT D to EXHIBIT 11.a.xvi**

**LEGAL DESCRIPTION OF DRAINAGE EASEMENT AREA**

**RAILROAD CORRIDOR DRAINAGE EASEMENT IN L-8 PARCEL 008**

A 50 foot wide drainage easement lying southerly and southwesterly of and abutting the United States Sugar Corporation's Railroad Corridor as described in Official Record Book 23180, Page 854 of the Public Records of Palm Beach County, Florida for that portion of said Railroad Corridor that is within the South Florida Water Management District's acquisition parcel SC-200-008, also known as the L-8 Parcel. Said easement more specifically begins at Station 2495+29.24 of said Railroad Corridor as shown on page 906 of said Record Book 23180 and ends at Station 2823+60.41 as shown on page 910 of said Record Book 23180.



**JOHNSON**  
ENGINEERING  
351 WEST HENDRICKS AVENUE  
PALM BEACH, FLORIDA 33409  
TEL: (407) 833-2344  
FAX: (407) 833-2341  
E: J. L. JOHNSON

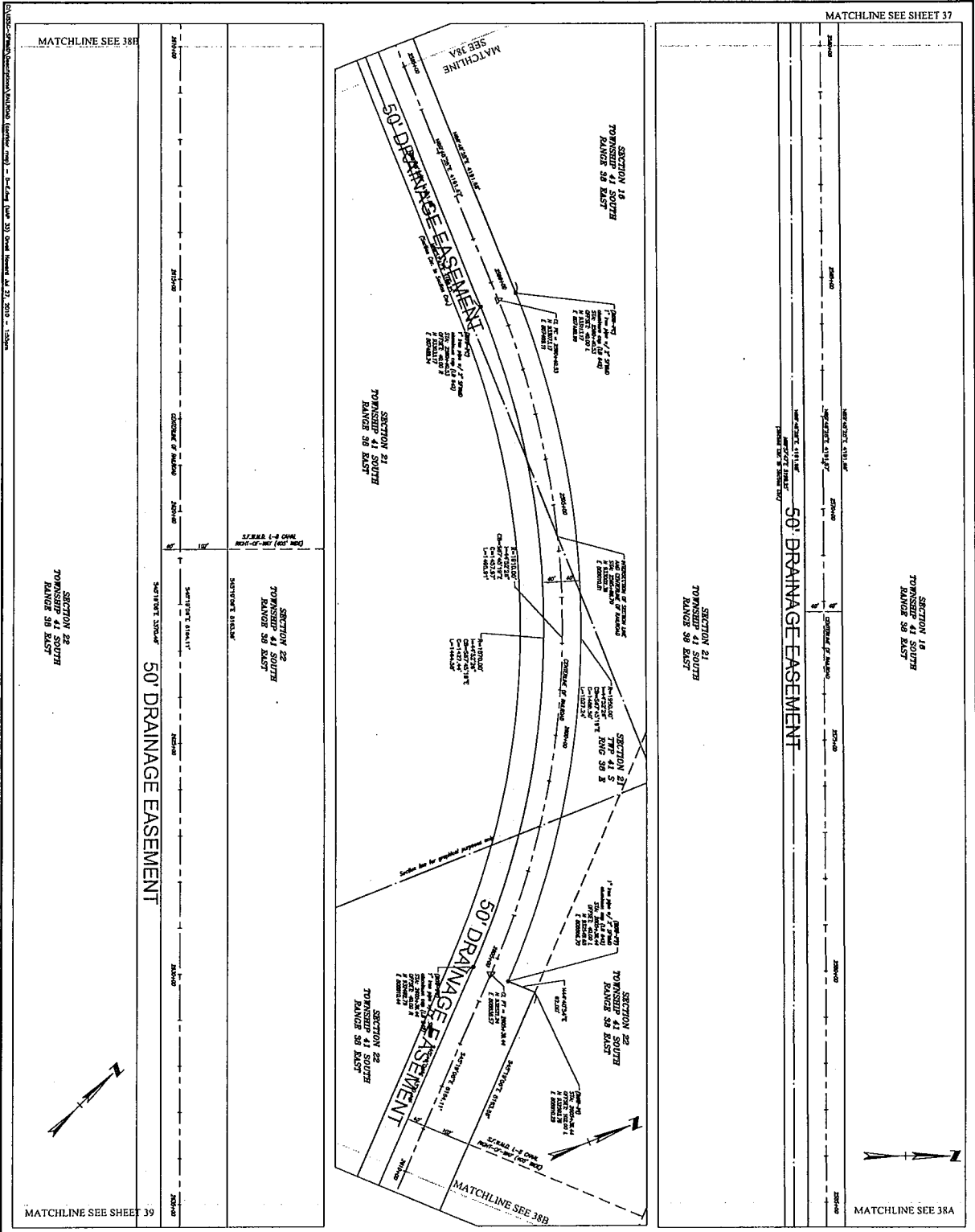
CS-02  
DRAWING NO.  
37  
SHEET  
OF  
49

UNITED STATES SUGAR CORPORATION  
RAILROAD CORRIDOR MAP  
Sketch of Description  
Henry County and  
Palm Beach County

DRAWN BY: [ ]  
CHECKED BY: [ ]  
DATE: [ ]  
SCALE: AS SHOWN

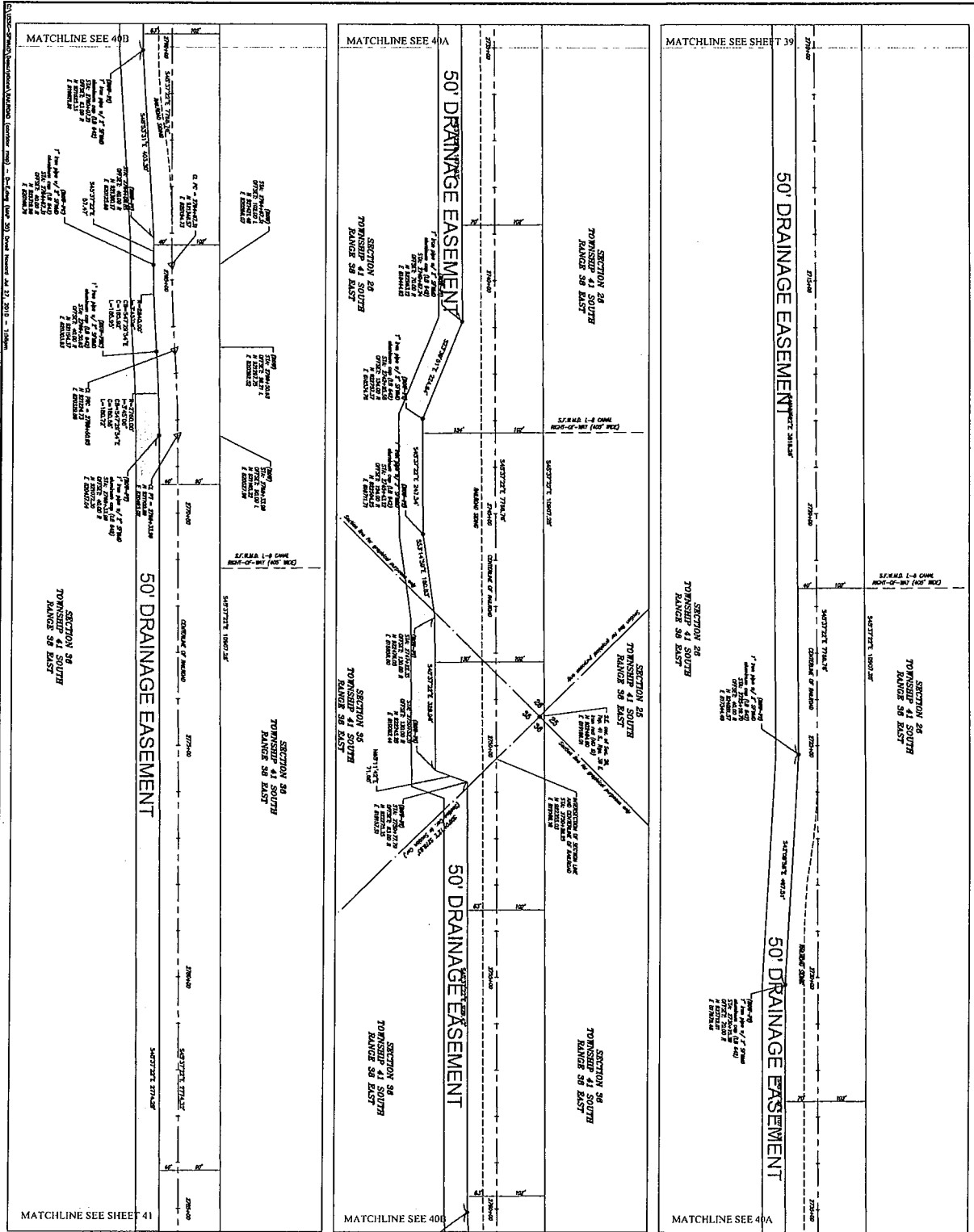
UNITED STATES SUGAR CORPORATION  
111 PONCE DE LEON AVENUE  
CLEMSTON, FLORIDA 33440

NOTES:  
1. THIS DRAWING IS A SKETCH OF DESCRIPTION AND IS NOT A FINAL SURVEY.  
2. THE BOUNDARIES SHOWN ARE BASED ON THE RECORD SURVEY OF THE RAILROAD CORRIDOR.  
3. THE DRAINAGE EASEMENT IS SHOWN AS A DASHED LINE.  
4. THE POINT OF BEGINNING IS AT STATION 2495+29.24.  
5. THE MATCHLINES ARE TO BE JOINED TO THE ADJACENT SHEETS.  
6. THE SCALE IS IN FEET.  
7. THE NORTH ARROW IS POINTING TO TRUE NORTH.



<p>TOHNSON ENGINEERING 251 WEST HIGHLAND AVENUE CLEWISTON, FLORIDA 33440 PHONE (813) 675-0341 FAX (813) 675-0341</p>	<p>UNITED STATES SUGAR CORPORATION RAILROAD CORRIDOR MAP Sketch of Description</p> <p>Handry County and Palm Beach County</p>	<p>DATE: MAY 1983 ORDER: MAY 1983 DRAWN: [blank] SCALE: AS SHOWN</p>	<p>UNITED STATES SUGAR CORPORATION 111 PONCE DE LEON AVENUE CLEWISTON, FLORIDA 33440</p>
<p>38 SHEET OF 49</p>			<p>SCALE IN FEET 0 50 100 200</p>





**JOHNSON**  
ENGINEERING &  
SURVEYING  
251 WEST HARGREAVE AVENUE  
P.O. BOX 1010  
PINE BLUFF, AR 71601  
PHONE (501) 681-2554  
FAX (501) 681-7444

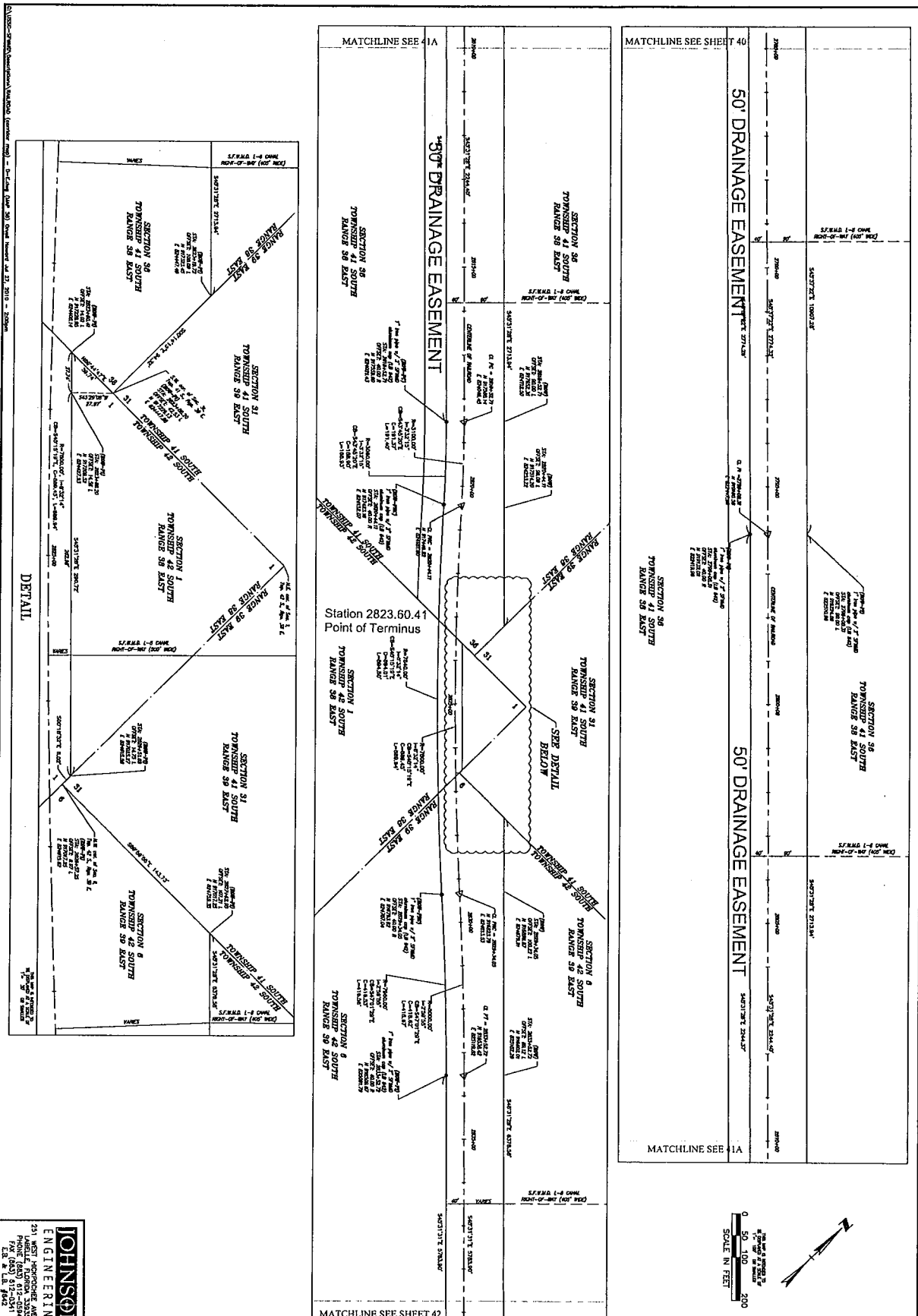
CADD FILE NO.  
DRAWING NO. - 49  
40' PER 1" = 40'

UNITED STATES SUGAR CORPORATION  
RAILROAD CORRIDOR MAP  
Sketch of Description  
Hendry County and  
Palm Beach County

DRAWN BY: M. W. B. JR.  
CHECKED BY: M. W. B. JR.  
SCALE: AS SHOWN

UNITED STATES SUGAR CORPORATION  
111 PONCE DE LEON AVENUE  
CLEWISTON, FLORIDA 33440

11/20/02  
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41  
OF  
49

UNITED STATES SUGAR CORPORATION  
RAILROAD CORRIDOR MAP  
Sketch of Description  
Hendry County and  
Palm Beach County

DATE: 08/11/10  
DESIGN: J.E. JOHNSON  
SCALE: AS SHOWN

UNITED STATES SUGAR CORPORATION  
111 PONCE DE LEON AVENUE  
CLEWISTON, FLORIDA 33440

LEGEND  
--- 50' DRAINAGE EASEMENT  
--- 30' DRAINAGE EASEMENT  
--- RAILROAD CORRIDOR  
--- SECTION BOUNDARIES  
--- TOWNSHIP BOUNDARIES  
--- RANGE BOUNDARIES  
--- SURVEY POINTS  
--- BEARINGS AND DISTANCES  
--- POINT OF TERMINUS

**EXHIBIT 11.axvii**

**INSURED EASEMENT**

**[Insured Easement Between Conners Highway and L-8 Property]**

This Instrument Prepared By:  
Danielle DeVito-Hurley, Esq.  
Gunster, Yoakley & Stewart, P.A.  
450 E. Las Olas Blvd., Suite 1400  
Fort Lauderdale, Florida 33301-4206

**ACCESS EASEMENT**

**THIS ACCESS EASEMENT** (this "Easement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by **UNITED STATES SUGAR CORPORATION**, a Delaware corporation, whose mailing address is 111 Ponce de Leon Avenue, Clewiston, Florida 33440 ("Grantor") in favor of **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation created under Chapter 373 of the Florida Statutes, whose mailing address is 3301 Gun Club Road, West Palm Beach, Florida 33406 ("Grantee").

WITNESSETH THAT:

A. Grantor is the owner of certain real property, lying and being in Palm Beach County, Florida and more particularly described on **Exhibit A** attached hereto and made a part hereof (the "L-8 Property").

B. Grantor is the owner of certain real property, lying and being in Palm Beach County, Florida and more particularly described on **Exhibit B** attached hereto and made a part hereof (the "Road" or "Easement Area").

C. Pursuant to that certain Second Amended and Restated Agreement for Sale and Purchase dated \_\_\_\_\_, 2010, Grantor has agreed to convey to Grantee the L-8 Property, as part of a larger conveyance of land from Grantor to the Grantee.

D. As part of the terms of such conveyance, Grantor is granting this Easement, subject to the terms and conditions contained herein.

Now, for and in consideration of the conveyance of the L-8 Property to the Grantee and payment by the Grantee of the consideration therefor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants the following easement to Grantee:

1. **Grant of Access Easement.** Grantor hereby grants to Grantee a non-exclusive, perpetual access easement on, over and across the Easement Area solely for the purposes of vehicular ingress and egress between Connors Highway and the L-8 Property, as applicable, solely for (i) South Florida Water Management District purposes (e.g. water storage and treatment and construction related thereto), and (ii) agricultural and farming purposes. The right of access granted to Grantee by Grantor hereunder shall be available for use by Grantee and its employees, representatives, agents and shall not be available for use by the general public. Grantor shall have the ability, from time to time, to gate (provided that reasonable access is provided to the Grantee and its employees, representatives and agents, such as keys, etc.) and/or temporarily close all or any portion of the Road for such time(s) as may be reasonably necessary in connection with the protection of property and/or the preservation of life.

2. **Maintenance of Road.**

a. Grantor hereby agrees that it shall, at its sole cost and expense, maintain the Road in good order and repair and in the condition existing as of the date hereof (it being understood that in no event shall Grantor have any obligation hereunder to pave or light the Road). Notwithstanding the foregoing, (i) in the event that South Florida Water Management District, as Grantee hereunder, uses the Road for construction related traffic (e.g., bulldozers, tractor trailers, graders, construction equipment, etc.) in connection with South Florida Water Management District purposes, then the South Florida Water Management District shall be responsible to maintain the Road in accordance with customary industry practice (e.g., regular grading and repair with fill material in order to continually restore the condition of the Road in accordance with customary industry practice), at its sole cost and expense, for the duration of any and all periods of construction traffic; and (ii) in the event that any successor owner of all or a portion of the L-8 Property, as Grantee hereunder, uses the Road for hauling agricultural products, then such Grantee shall be responsible to maintain the Road in accordance with customary industry practice (e.g., regular grading and repair with fill material in order to continually restore the condition of the Road in accordance with customary industry practice), at its sole cost and expense, for the duration of any and all periods of hauling traffic, which shall include the obligation of Grantee to restore the Road to the condition existing prior to the date of commencement of such hauling traffic.

b. If Grantee fails to timely and properly maintain the Road and such failure continues for five (5) business days after written notice thereof by Grantor to Grantee, then Grantor shall have the right to perform such maintenance on Grantee's behalf, whereupon Grantee shall reimburse to Grantor the reasonable costs expended by Grantor in connection with such maintenance within 30 days after receipt of a written invoice thereof (which invoice shall include written documentation evidencing such costs). If Grantee fails to maintain more than three (3) times in any six (6) month period, then provided Grantor has provided Grantee with written notice of each such failure as provided above, at Grantor's option, Grantor may elect to perform the regular maintenance on behalf of Grantee, at Grantee's sole cost and expense, and Grantee shall reimburse to Grantor the reasonable costs expended by Grantor in connection with such regular maintenance within 30 days after receipt of a written invoice thereof (which invoice shall include written documentation evidencing such costs). To the extent Grantee is not the South Florida Water Management District: (i) any claim for reimbursement hereunder, including, without limitation, any and all costs and expenses including reasonable attorneys' fees awarded

to Grantor in enforcing any payment in any suit or proceeding hereunder, shall constitute a lien against the portion of the L-8 Property owned by such defaulting Grantee until paid, effective upon the recording of a notice of lien with respect thereto in the Public Records of Palm Beach County, Florida and (ii) if Grantee fails to maintain the Road more than three (3) times in any six (6) month period, then Grantor shall have the right to terminate this Easement as to such defaulting Grantee by recording a written termination in the Public Records of Palm Beach County, Florida, whereupon the portion of the L-8 Property owned by such defaulting Grantee shall be automatically released from the benefitted property hereunder.

3. **Relocation and/or Reconfiguration of Road.**

a. **Permanent Relocation(s) and/or Reconfiguration.** Grantor, after consultation with and approval by Grantee, which approval will not be unreasonably withheld or delayed, shall have the right, from time to time, to relocate and/or reconfigure all or any portion of the Road so long as Grantee continues to have reasonably equivalent access between the L-8 Property and Connors Highway, as applicable (which may include access over a publicly dedicated road). All costs attributable to any such relocation and/or reconfiguration of the Road desired by Grantor shall be at the sole cost and expense of the Grantor. Upon any relocation and/or reconfiguration by Grantor of all or any portion of the Road, the Easement Area shall be amended to release the existing Road and describe the relocated and/or reconfigured Road (or this Easement shall be automatically terminated to the extent the relocation is to a publicly dedicated road, without the necessity of Grantor or Grantee executing any documentation evidencing the same).

b. **Temporary Relocation.** If Grantor from time to time determines during its harvesting season that Grantee's use of the Road will interfere with Grantor's use thereof, then Grantor shall have the right, from time to time, to temporarily designate another access road for use by Grantee, provided such designated road continues to provide Grantee reasonably equivalent access between the L-8 Property and a publicly dedicated road. In such event, Grantee shall be responsible to maintain the temporarily designated road, at its sole cost and expense, for the duration of any and all periods of construction or hauling traffic, as applicable, which shall include the obligation of Grantee to restore such temporarily designated road to the condition existing prior to the date of commencement of such construction or hauling traffic.

4. **No Interference.** Grantor shall not install any facilities or improvements or grant any other rights or easements to others that will unreasonably interfere with the rights herein granted to Grantee.

5. **No Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed.

6. **Liability.** Grantee shall be liable for any bodily injury and/or property damage that arises or occurs from Grantee's and its employees', agents' and representatives' use of the Easement Area (provided, however that if Grantee is a governmental agency, then to the extent

allowed by law and without constituting an unlawful waiver of sovereign immunity, Grantee shall only be liable for the Grantee's acts and the acts of its employees', agents' and representatives' to the extent that Grantee has the legal authority to agree to be responsible for the acts of its agents and representatives and Grantee makes no representation as to its ability to be responsible for such acts). To the extent that the Grantee is not a governmental agency, Grantee shall maintain Comprehensive General Liability Insurance relating to the use of the Easement Area pursuant to this Easement. This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly, indirectly or proximately from the access and use of the Easement Area. The minimum limits of coverage shall be \$5,000,000 per occurrence and \$5,000,000 in the aggregate. The limits of comprehensive general liability insurance shall in no way limit or diminish Grantee's liability.

7. **Binding Effect.** The Easement granted herein shall be appurtenant to the L-8 Property as the dominant tenement, and shall burden the Easement Area, as the servient tenement, as it is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein with respect to the Easement Area shall be covenants running with the Easement Area and create equitable servitudes in favor of the L-8 Property benefited thereby. The Easement reserved herein and all of the provisions related thereto shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors in interest; provided, however, in the event that any successor owner(s) of any portion of the L-8 Property has legal and practical access to the L-8 Property by means other than the Easement Area, then this Easement shall automatically terminate with respect to such successor owner(s), without the necessity of Grantor or Grantee executing any documentation evidencing the same.

8. **No Modification.** This Easement may not be amended or modified in any respect whatsoever or terminated or rescinded, in whole or in part, except by the agreement of Grantor (or any successor owner of the Easement Area) and the Grantee (or any successor owner of the L-8 Property), and then only by written instrument duly executed with the formality of a deed, acknowledged and recorded in the Public Records of Palm Beach County, Florida; provided, however, that if there are multiple owners of (i) the Easement Area as a result of transfers of portions of the Easement Area from and after the date of this Easement by the Grantor to other parties; or (ii) the L-8 Property as a result of transfers of portions of the L-8 Property from and after the date of this Easement by the Grantee to other parties, then, in order to be effective, an amendment, modification, termination or rescission shall only be required to be executed by the particular owner which owns the portion of the Easement Area and the particular owner which owns the portion of the L-8 Property to which such instrument is applicable.

9. **Governing Law.** This Easement shall be construed in accordance with the laws of the State of Florida.

10. **Recitals; Headings.** The recitals set forth above are true and correct and incorporated herein by reference. The headings used in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement, and shall not be considered in any construction or interpretation of this Easement or any part hereof.

11. **Counterparts.** This Easement may be executed in counterparts each of which shall constitute an original and together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, Grantor and Grantee have caused this Easement to be executed the day and year first above written.

**Grantor:**

UNITED STATES SUGAR CORPORATION,  
a Delaware corporation

Witness: \_\_\_\_\_

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

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

As its: \_\_\_\_\_

Witness \_\_\_\_\_

Date of Execution \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, as \_\_\_\_\_ of UNITED STATES SUGAR CORPORATION, a Delaware corporation, who is personally known or \_\_\_ who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public State of Florida at Large  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

**[SIGNATURE OF GRANTEE FOLLOWS]**

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement to be executed the day and year first above written.

**GRANTEE:**

SOUTH FLORIDA WATER  
MANAGEMENT DISTRICT,  
a public corporation created under Chapter  
373, Florida Statutes

Witness: \_\_\_\_\_

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

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

Witness \_\_\_\_\_

As Its: \_\_\_\_\_

Date of Execution \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, as \_\_\_\_\_ of South Florida Water Management District, a public corporation created under Chapter 373 of the Florida Statutes, \_\_\_\_ who is personally known or \_\_\_\_ who has produced \_\_\_\_\_ as identification.

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

Notary Public State of Florida at Large

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

My Commission Number: \_\_\_\_\_

**[EXHIBITS FOLLOW]**

**EXHIBIT A**

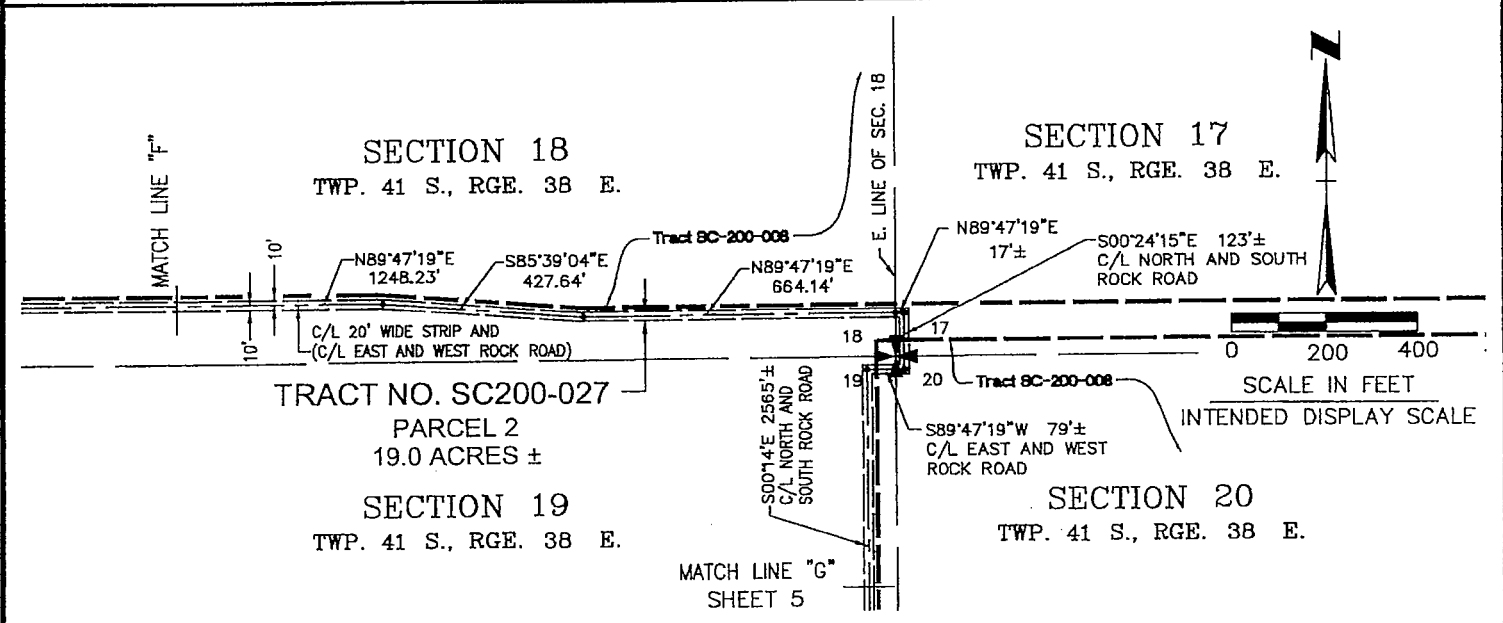
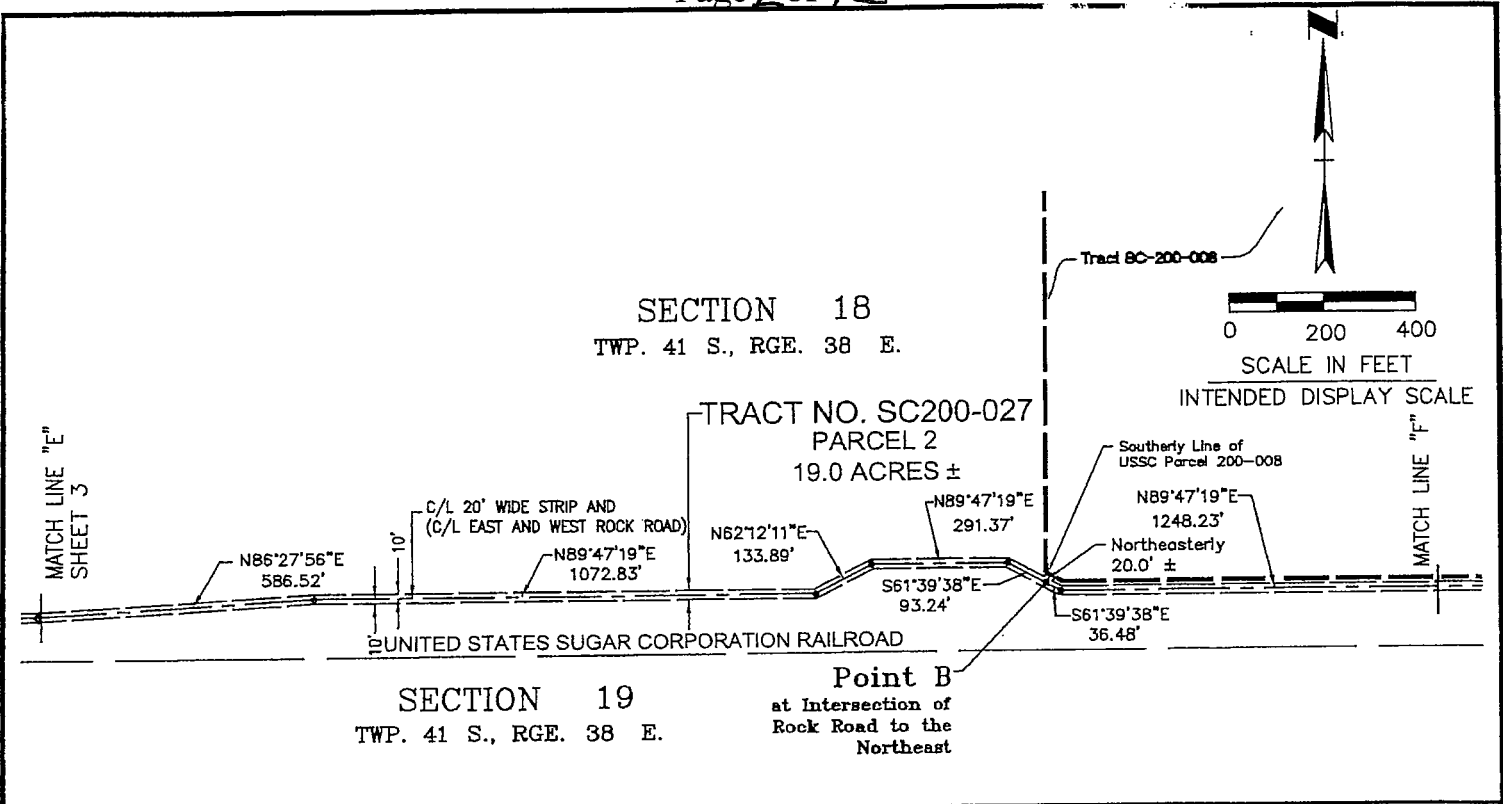
**LEGAL DESCRIPTION OF L-8 PROPERTY**

**[To be attached at Closing]**

**EXHIBIT B**

**LEGAL DESCRIPTION OF EASEMENT AREA**

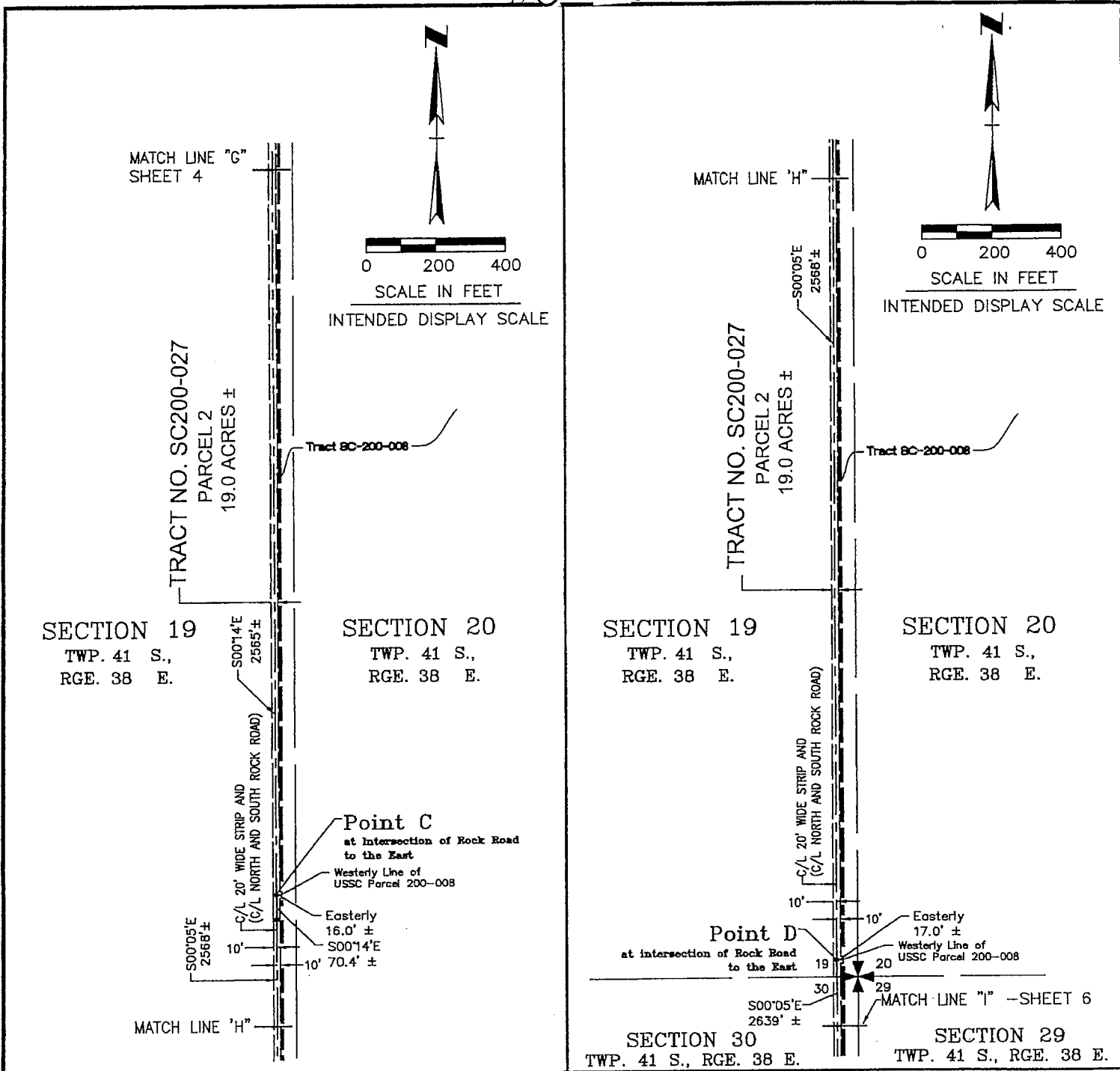




SECTIONS 17, 18, 19 & 20  
TOWNSHIP 41 SOUTH  
RANGE 38 EAST  
PALM BEACH COUNTY, FLORIDA.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680			
TRACT NO. SC200-027			
PARCEL 2			
Folio:		River of Grass	
Prepared By:	Date:	Document Name:	Sheet:
CMH	28APR2010	SC200-027	4 of 18

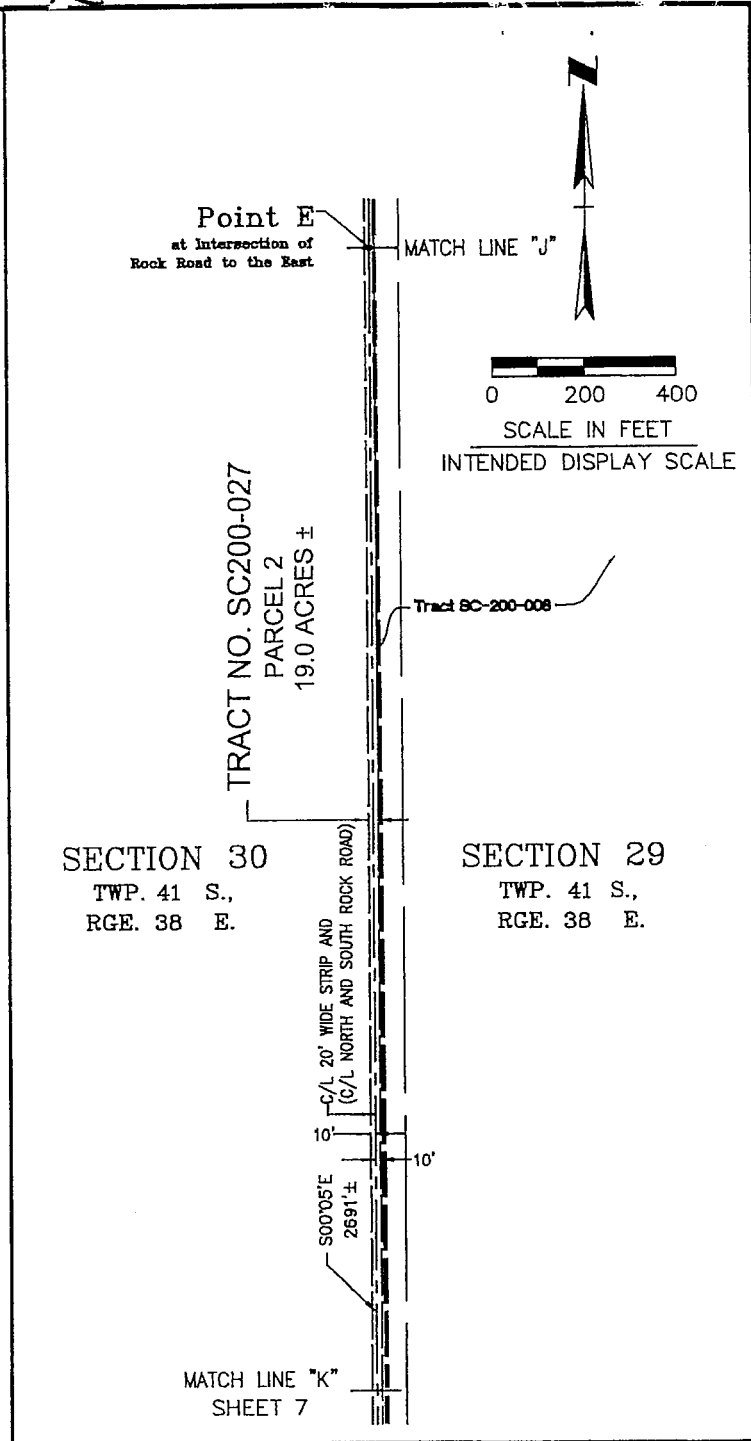
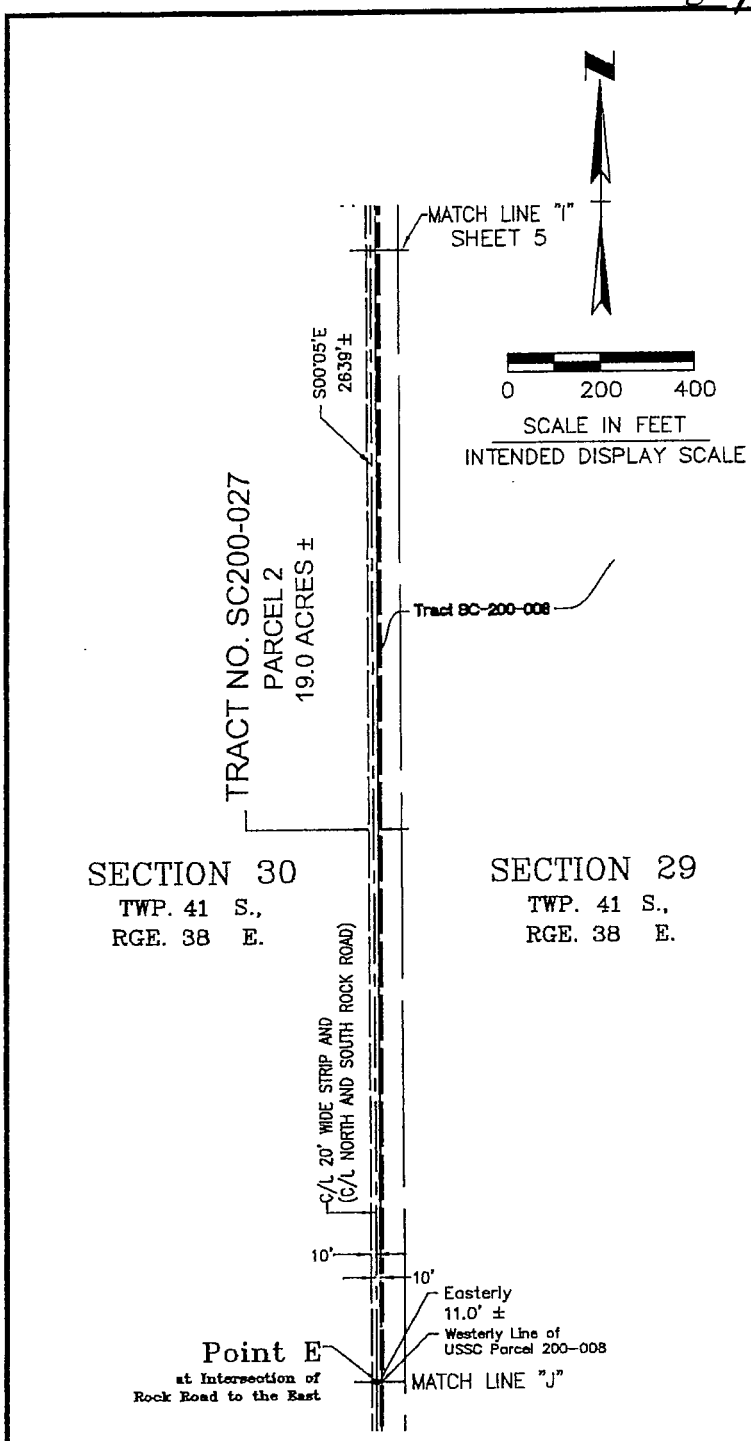
**NOTE:**  
SEE SHEET 1 FOR NOTES



SECTIONS 19 & 30  
 TOWNSHIP 41 SOUTH  
 RANGE 38 EAST  
 PALM BEACH COUNTY, FLORIDA.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680			
TRACT NO. SC200-027			
PARCEL 2			
Folio:		River of Grass	
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CMH	28APR2010	SC200-027	5 of 18

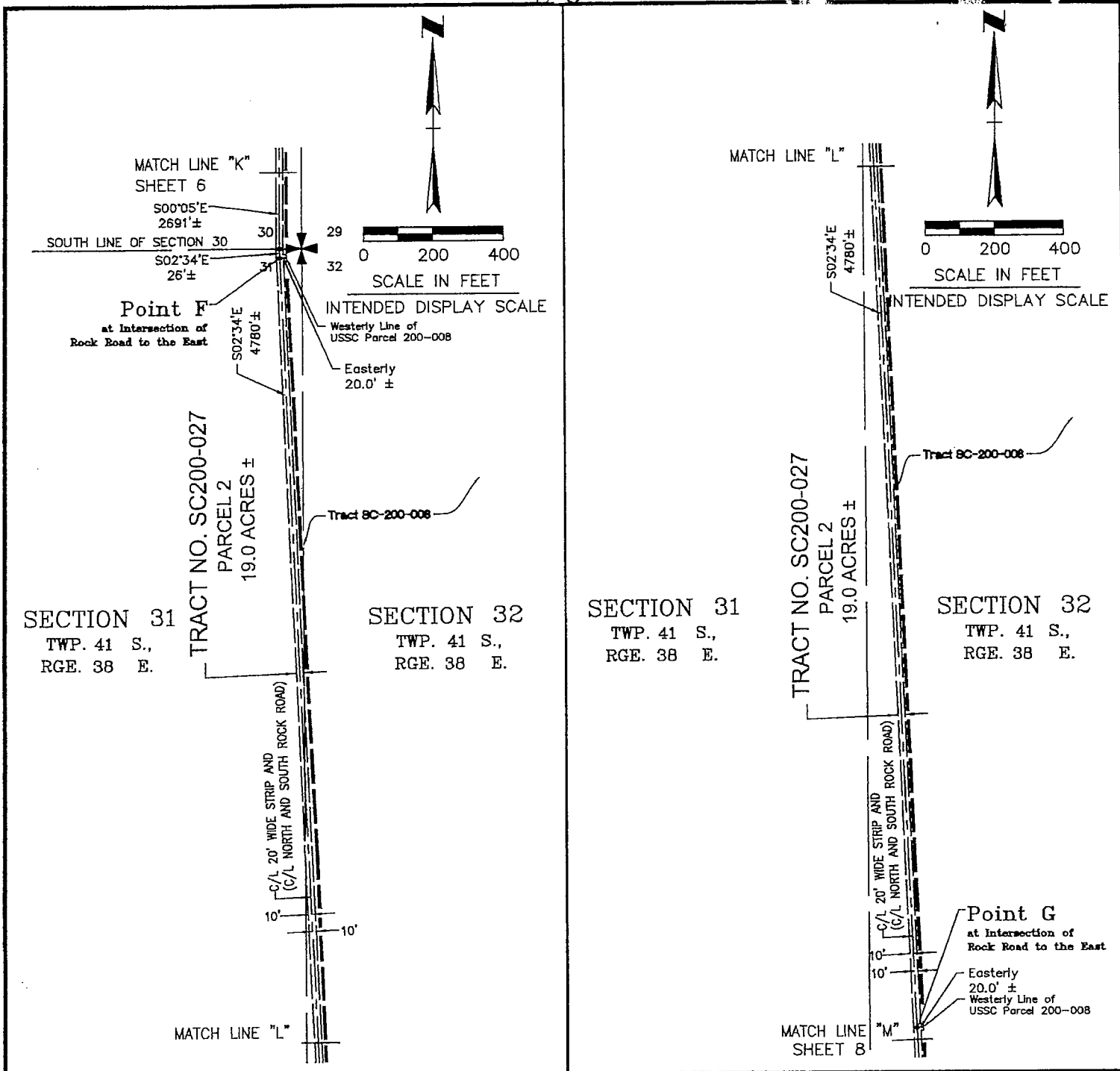
NOTE:  
 SEE SHEET 1 FOR NOTES



SECTION 30  
TOWNSHIP 41 SOUTH  
RANGE 38 EAST  
PALM BEACH COUNTY, FLORIDA.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680			
TRACT NO. SC200-027			
PARCEL 2			
Folio:		River of Grass	
Prepared By:	Date:	Document Name:	Sheet:
CMH	28APR2010	SC200-027	6 of 18

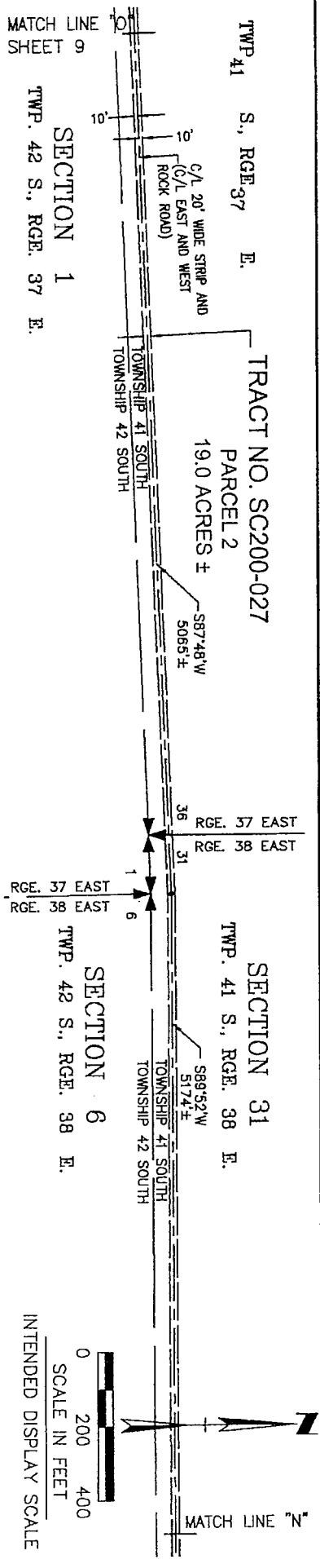
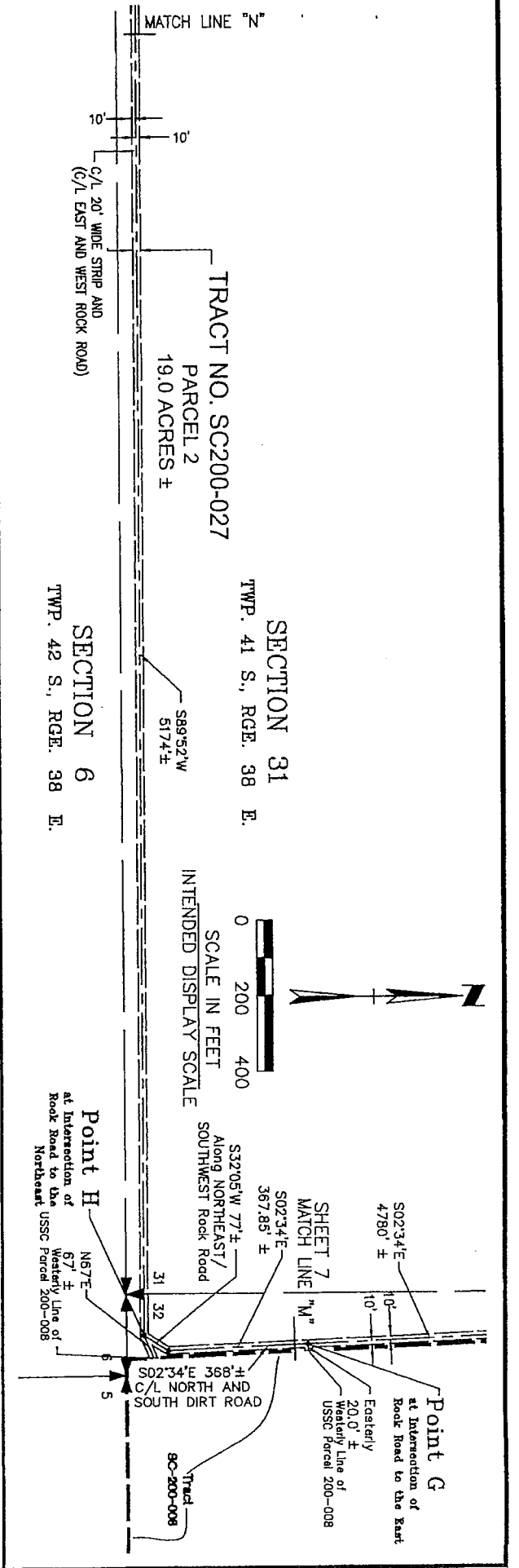
**NOTE:**  
SEE SHEET 1 FOR NOTES



SECTIONS 30, 31, & 32  
TOWNSHIP 41 SOUTH  
RANGE 38 EAST  
PALM BEACH COUNTY, FLORIDA.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680			
TRACT NO. SC200-027			
PARCEL 2			
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Prepared By:	Date:	Document Name:	Sheet:
CMH	28APR2010	SC200-027	7 of 18

NOTE:  
SEE SHEET 1 FOR NOTES



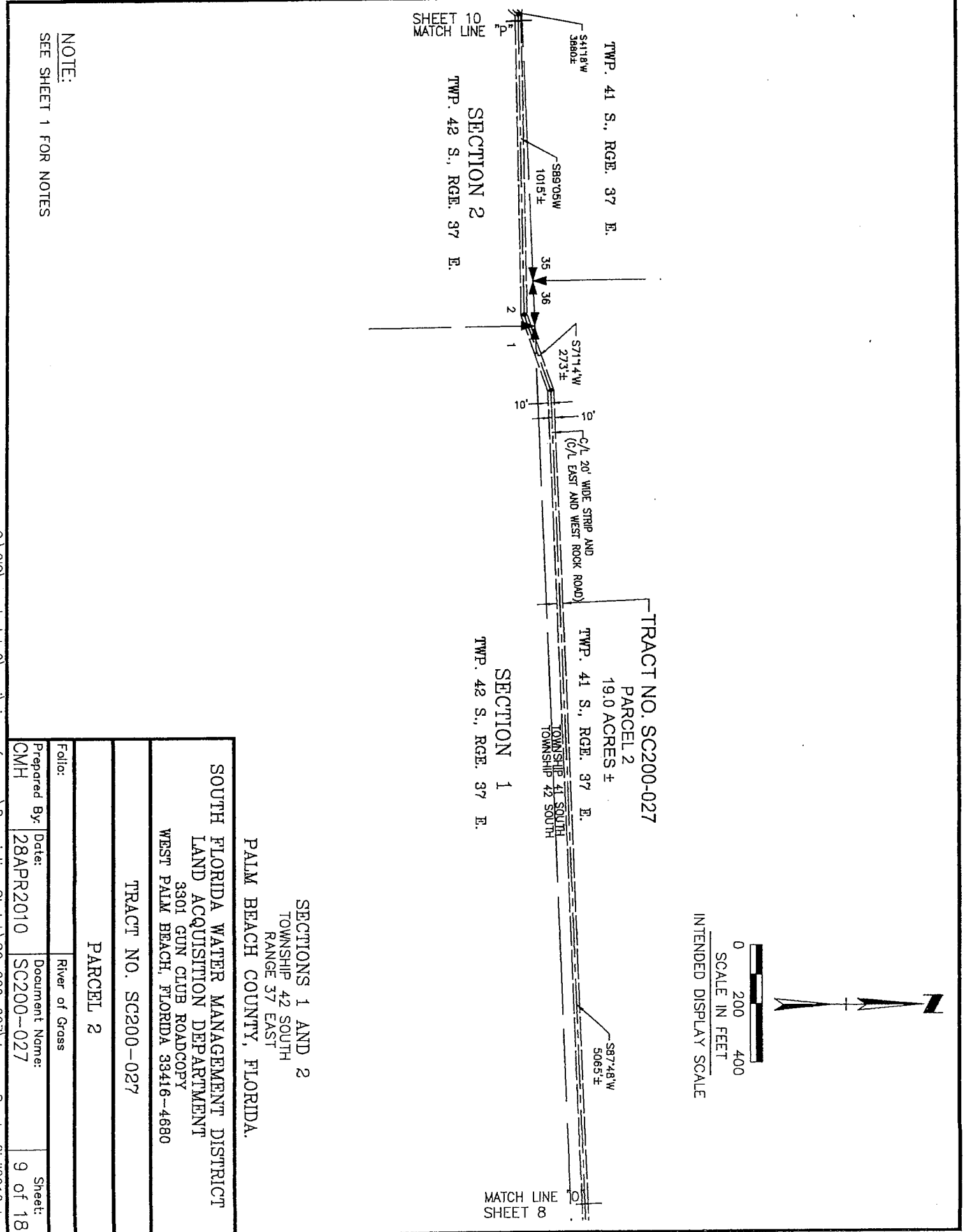
SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
LAND ACQUISITION DEPARTMENT  
3301 GUN CLUB ROAD  
WEST PALM BEACH, FLORIDA 33416-4680

TRACT NO. SC200-027

PARCEL 2

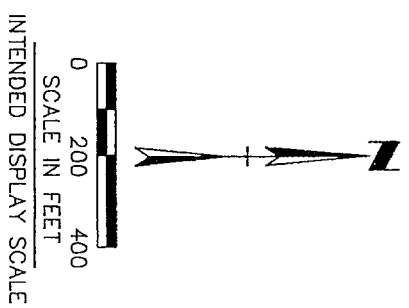
Folio:	River of Grass
Prepared By:	CMH
Date:	28APR2010
Document Name:	SC200-027
Sheet:	8 of 18

NOTE:  
SEE SHEET 1 FOR NOTES



TWP. 41 S., RGE. 37 E.  
 SECTION 2  
 TWP. 42 S., RGE. 37 E.

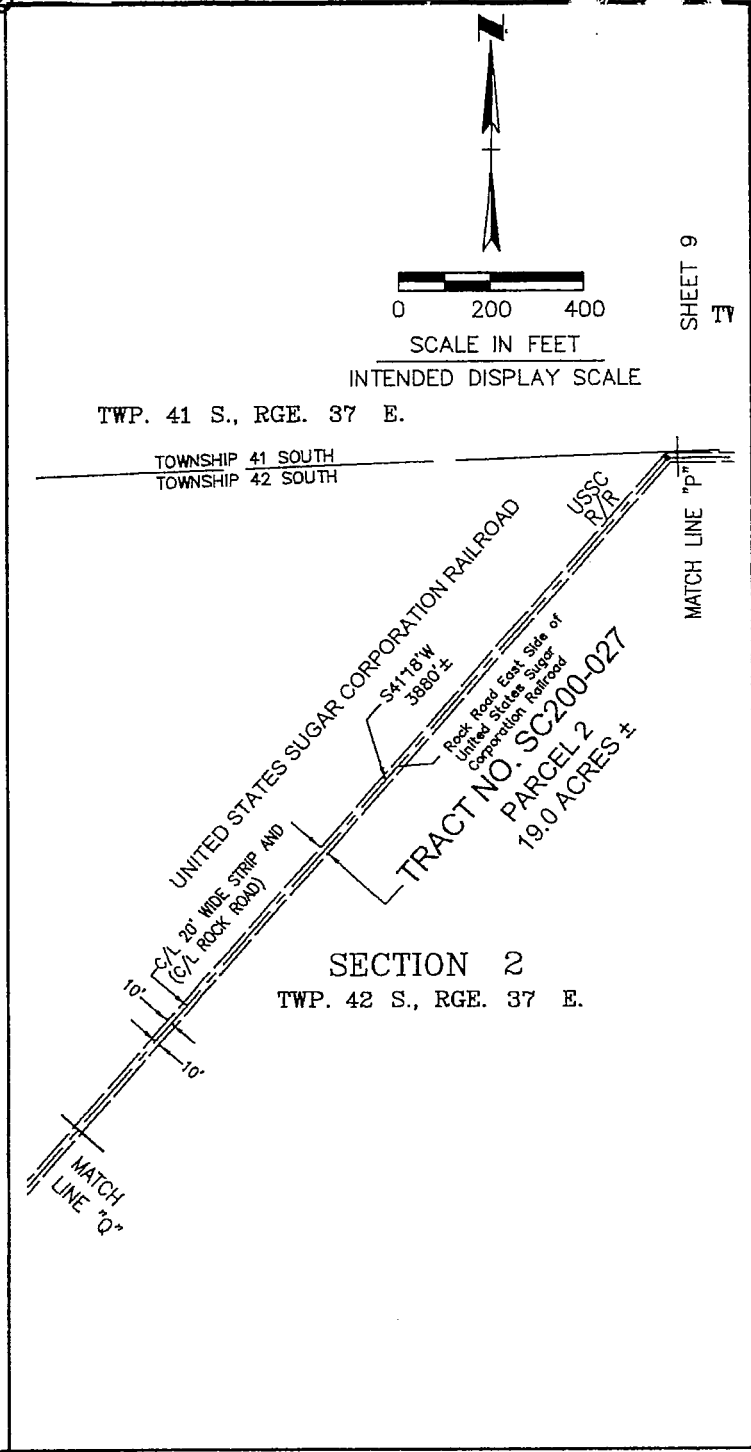
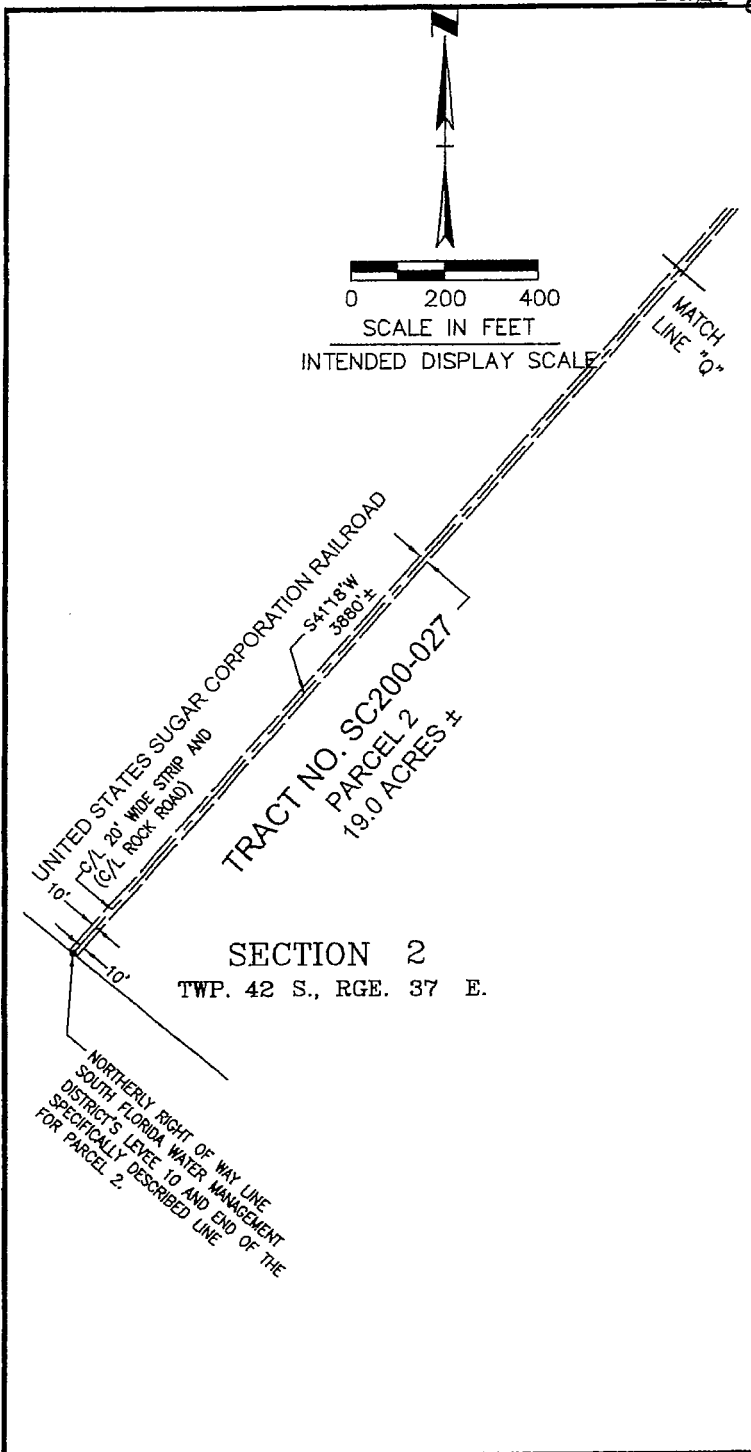
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 PARCEL 2  
 19.0 ACRES ±  
 TWP. 41 S., RGE. 37 E.  
 SECTION 1  
 TWP. 42 S., RGE. 37 E.



SECTIONS 1 AND 2  
 TOWNSHIP 42 SOUTH  
 RANGE 37 EAST  
 PALM BEACH COUNTY, FLORIDA.  
 SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
 LAND ACQUISITION DEPARTMENT  
 3301 GUN CLUB ROAD COPY  
 WEST PALM BEACH, FLORIDA 33416-4680

TRACT NO. SC200-027	
PARCEL 2	
Folio:	River of Grass
Prepared By:	CMH
Date:	28APR2010
Document Name:	SC200-027
Sheet:	9 of 18

NOTE:  
 SEE SHEET 1 FOR NOTES



SHEET 9

SECTION 2  
 TWP. 42 S., RGE. 37 E.

SECTION 2  
 TWP. 42 S., RGE. 37 E.

SECTION 2  
 TOWNSHIP 42 SOUTH  
 RANGE 37 EAST  
 PALM BEACH COUNTY, FLORIDA.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680			
TRACT NO. SC200-027			
PARCEL 2			
Folio:	River of Grass		
Prepared By:	Date:	Document Name:	Sheet:
CMH	28APR2010	SC200-027	10 of 18

NOTE:  
 SEE SHEET 1 FOR NOTES

**Exhibit "A"**  
**Tract Number SC200-027**

One (1) parcels of land in Township 41 South, Range 37 East and Sections 17, 18, 19, 20, 29, 30, 31 and 32, Township 41 South, Range 38 East and in Sections 1 and 2 Township 42 South, Range 37 East, Palm Beach County, Florida.

A strip of land 20 feet in width, the centerline of said strip being described as follows:

Commence at the Northwest corner of Section 18, Township 41 South, Range 38 East Palm Beach County Florida; thence North 89°50'54" East, along the North line of said Section 18, a distance of 81.92 feet; thence South 04°26'50" East, a distance of, 167.76 feet; thence South 89°49'31" East, a distance of, 24 feet more or less to the center of a rock road and the Point of Beginning of said strip of land;  
 Thence, South 00°49'09" West, along the centerline of said rock road, a distance of 86 feet more or less to the center line of an East and West rock road;  
 Thence, South 89°37'19" West, along the centerline of said East and West rock road, a distance of, 5250 feet more or less to the centerline of a North and South rock road;  
 Thence North 02°31'58" West, along the centerline of said North and South rock road, a distance of, 42 feet more or less to the intersection of the centerline of a rock road leading to the West;  
 Thence South 89°43'53" West, along the centerline of said rock road, a distance of, 5350 feet more or less to United States Highway 441 and the end of the specifically described

**Parcel 2**

A strip of land 20 feet in width, the centerline of said strip being described as follows:

Commence at the Northwest corner of Section 18, Township 41 South, Range 38 East Palm Beach County Florida; thence North 89°50'54" East, along the North line of said Section 18, a distance of 81.92 feet; thence South 04°26'50" East, a distance of, 167.76 feet; thence South 89°49'31" East, a distance of, 24 feet more or less to the center of a rock road;  
 Thence, South 00°49'09" West, along the centerline of said rock road, a distance of, 86 feet more or less to the center line of an East and West dirt road and the Point of Beginning of said strip of land;

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680			
TRACT NO. SC200-027			
Folio:		River of Grass	
Prepared By:	Date:	Document Name:	Sheet:
CMH	28APR2010	SC200-027	13 of 18

Thence South 00°14'30" East, continuing along the centerline of a North and South rock road a distance of, 4935 feet more or less to **Point "A"** and the centerline of an East and West rock road on the North side of the United States Sugar Corporation Railroad;

Thence, North 89°47'19" East along said centerline of the East and West rock road, a distance of, 501.34 feet;

Thence, North 86°27'56" East, continuing along said centerline, a distance of, 586.52 feet;

Thence, North 89°47'19" East, continuing along said centerline, a distance of, 1072.83 feet;

Thence, North 62°12'11" East, continuing along said centerline, a distance of, 133.89 feet;

Thence, North 89°47'19" East, continuing along said centerline, a distance of, 291.37 feet;

Thence, South 61°39'38" East, continuing along said centerline, a distance of, 93.24 feet to **Point "B"** and the intersection of a rock road to the Northeast;

Thence, continue, South 61°39'38" East, and continuing along said East and West rock road centerline, a distance of, 36.48 feet;

Thence, North 89°47'19" East, continuing along said centerline, a distance of, 1248.23 feet;

Thence, South 85°39'04" East, continuing along said centerline, a distance of, 427.64 feet;

Thence, North 89°47'19" East, continuing along said centerline, a distance of, 664.14 feet to the East line of said Section 18;

Thence, continue North 89°47'19" East, along said centerline, a distance of, 17 feet more or less to the centerline of a North and South rock road;

Thence, South 00°24'15" East, along the centerline of said North and South rock road a distance of, 123 feet more or less to the centerline of an East and West rock road;

Thence, South 89°47'19" West, along the centerline of said East and West rock road, a distance of, 79 feet more or less to the centerline of a North and South rock road;

Thence, South 00°14' East, along said centerline of the North and South rock road, a distance of, 2565 feet more or less to **Point "C"** and the intersection of a rock road to the East;

Thence, South 00°14' East, along said centerline of the North and South rock road, a distance of, 70.4 feet more or less;

Thence, South 00°05' East, continuing along said North and South rock road a distance of 2568 feet more or less to **Point "D"** and the intersection of a rock road to the East;

Thence, South 00°05' East, continuing along said North and South rock road a distance of 2639 feet more or less to **Point "E"** and the intersection of a rock road to the East;

Thence, South 00°05' East, continuing along said North and South rock road a distance of 2691 feet more or less to the South line of Section 30, Township 41 South, Range 38 East;

Thence, South 2°34' East, continuing along the centerline of said North and South rock road, a distance of, 26 feet more or less to **Point "F"** and the intersection of a rock road to the East;

SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
 LAND ACQUISITION DEPARTMENT  
 3301 GUN CLUB ROAD  
 WEST PALM BEACH, FLORIDA 33416-4680

TRACT NO. SC200-027

Folio:		River of Grass	
Prepared By:	Date:	Document Name:	Sheet:
CMH	28APR2010	SC200-027	14 of 18

Thence, continue South 2°34' East, and continuing along the centerline of said North and South rock road, a distance of, 4780 feet more or less to **Point "G"** and the intersection of a rock road to the East;

Thence, continue South 2°34' East, and continuing along the centerline of said North and South rock road, a distance of, 367.85 feet more or less;

Thence, South 32° 05' West, continuing along said rock road a distance of, 77 feet more or less to **Point "H"** and the centerline of a rock road to the Northeast and the centerline of an East and West rock road, on the North side of a canal;

Thence, South 89°52' West, along said East and West rock road a distance of, 5174 feet more or less;

Thence, South 87°48' West, continuing along said rock road a distance of, 5065 feet more or less;

Thence, South 71°14' West, continuing along said rock road a distance of, 273 feet more or less;

Thence, South 89°05' West, continuing along said rock road a distance of, 1015 feet more or less to a rock road on the East side of the United States Sugar Corporation Railroad;

Thence, South 41°18' West, continuing along said rock road on the East side of the United States Sugar Corporation Railroad, a distance of, 3880 feet more or less to the Northerly right of way line of South Florida Water Management District's Levee 10 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "B"** as described above;

Thence, Northeasterly along said center of the rock road, a distance of 20 feet more or less to the Southerly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "C"** as described above;

Thence, Easterly along said center of the rock road, a distance of 16 feet more or less to the Westerly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
 LAND ACQUISITION DEPARTMENT  
 3301 GUN CLUB ROAD  
 WEST PALM BEACH, FLORIDA 33416-4680

TRACT NO. SC200-027

Folio:		River of Grass	
Prepared By:	Date:	Document Name:	Sheet:
CMH	28APR2010	SC200-027	15 of 18

And,

A 20 foot strip of land being described as follows:

Begin at **Point "D"** as described above;

Thence, Easterly along said center of the rock road, a distance of 17 feet more or less to the Westerly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "E"** as described above;

Thence, Easterly along said center of the rock road, a distance of 11 feet more or less to the Westerly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "F"** as described above;

Thence, Easterly along said center of the rock road, a distance of 20 feet more or less to the Westerly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "G"** as described above;

Thence, Easterly along said center of the rock road, a distance of 20 feet more or less to the Easterly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "H"** as described above;

Thence, North 67° East, along said center of the rock road, a distance of 67 feet more or less to the Westerly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680			
TRACT NO. SC200-027			
Folio:		River of Grass	
Prepared By:	Date:	Document Name:	Sheet:
CMH	28APR2010	SC200-027	16 of 18

**EXHIBIT 12.a.xvi**

**BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT**

**Exhibit 12.a.xvi. to Second Amended and Restated Agreement for Sale and Purchase among United States Sugar Corporation, SBG Farms, Inc., Southern Gardens Groves Corporation, and South Florida Water Management District  
Beneficial Interest Disclosure Affidavit**

**PROJECT:**

**Tract No.:**

**Tax Folio Number:**

**BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT**

**STATE OF FLORIDA** \_\_\_\_\_  
**COUNTY OF HENDRY** \_\_\_\_\_

Before me, the undersigned authority, personally appeared Malcolm S. Wade, Jr. as Senior Vice President of United States Sugar Corporation ("Affiant") this \_\_\_\_ day of August 2010, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Affiant has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.

2) That United States Sugar Corporation, a Delaware Corporation whose address is 111 Ponce de Leon Avenue, Clewiston, Florida 33440, together with its subsidiaries SBG Farms, Inc., a Florida corporation and Southern Groves Gardens Corporation, a Florida corporation, (collectively "USSC") are the record owners of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Premises"). The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding a beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Percentage Interest*</u>
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See Exhibit 1

\* Persons holding an interest in an Employee Stock Ownership Plan or United States Railroad Retirement Plan only need to be disclosed if they hold greater than 1% interest in the Plan.

3) All persons, individuals, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations, or other entities or groups, who have a financial interest in this transaction (other than persons who have a beneficial interest in the Premises as disclosed in Section 2 above), or who have received or who are entitled to receive from USSC a fee, consideration, real estate commission, percentage, gift, or other non-monetary consideration, in connection with this transaction or as compensation contingent upon the South Florida Water Management District entering into the agreement to acquire the Premises or subsequent closing applicable to this transaction, or to solicit or secure the agreement to acquire the Premises, are (if non-applicable, please indicate None or Non-Applicable):

Amount of Fee To Be  
Disclosed If Contingent  
On Achieving Successful

Name                                      Address                                      Reason for Payment                                      Acquisition\*

See Exhibit 2 – Parts A and B

\* Attorney's fees received as result of legal representation are exempt.

FURTHER AFFIANT SAYETH NOT.

AFFIANT

By: \_\_\_\_\_  
Malcolm S. Wade, Jr.,  
Senior Vice President, Sugar Operations,  
United States Sugar Corporation

SWORN TO and subscribed before me this \_\_\_\_ day of August 2010, by Malcolm S. Wade, Jr., as Senior Vice President, Sugar Operations of United States Sugar Corporation, who acknowledged that he executed this instrument on behalf of, and with the full binding authority of said corporation and who did take an oath. Such person(s). (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Name of Notary Public)

## **Exhibit "A"**

See Exhibit A to the Second Amended and Restated Agreement for Sale and Purchase among United States Sugar Corporation, SBG Farms, Inc., Southern Gardens Groves Corporation, and The South Florida Water Management District.

**Exhibit 1**

<u>Shareholder</u>	<u>City</u>	<u>State</u>	<u>% Ownership (rounded)</u>
Claire White	Flint	Michigan	0.7%
Claire Investment Co.	Flint	Michigan	1.3%
Claire M. White Fam Tr.	Flint	Michigan	0.2%
William White	Flint	Michigan	0.3%
Tiffany White Lovell	Flint	Michigan	Less than 0.1%
Tiffany Lovett 11/18/70 Tr.	Flint	Michigan	0.2%
Ridgway H. White	Flint	Michigan	0.2%
Ridgway White 11/18/70	Flint	Michigan	0.2%
Endfield Trust	Flint	Michigan	0.3%
Paula Mott Turrentine	Philadelphia	Pennsylvania	0.3%
Harding Land Company	Flint	Michigan	0.1%
Milo I. Mott	Flint	Michigan	0.9%
Milo Mott 11/18/70 Trust	Flint	Michigan	0.2%
Paula M. Switzer	Flint	Michigan	0.8%
Paula Switzer 11/18/70 Tr.	Flint	Michigan	0.2%
Summer C. Switzer	Flint	Michigan	Less than 0.1%
Savannah I. Switzer	Flint	Michigan	Less than 0.1%
Saylor H. Switzer	Flint	Michigan	Less than 0.1%
Sydney H. Switzer	Flint	Michigan	Less than 0.1%
CBW Jr. Irrev Trust fbo Kenneth B. Webb	Flint	Michigan	Less than 0.1%
CBW Jr. Irrev Trust fbo Know M. Poole	Flint	Michigan	Less than 0.1%
CBW Jr. Irrev Trust fbo Elizabeth Rogers	Flint	Michigan	Less than 0.1%
CBW Jr. Irrev Trust fbo Jane F. Young	Flint	Michigan	Less than 0.1%
Charles B. Webb, Jr. Marital Tr Fbo Jsw	Flint	Michigan	0.2%
Elizabeth Webb Rev	Flint	Michigan	0.2%
Webb Fam Tr Fbo Er Webb	Flint	Michigan	Less than 0.1%
Stewart Dansby	Flint	Michigan	0.1%
Suzanne Dansby	Flint	Michigan	Less than 0.1%
Patrick Butler	St. Paul	Minnesota	0.4%
Patrick Butler Jr. 52 Tr.	Flint	Michigan	Less than 0.1%
Peter M. Butler	St. Paul	Minnesota	0.4%
Peter Butler 52 Tr.	Flint	Michigan	Less than 0.1%
Kate Butler Peterson	St. Paul	Minnesota	0.4%
Kate Peterson 52 Tr	Flint	Michigan	Less than 0.1%
Sod & Co.	Minneapolis	Minnesota	Less than 0.1%
John K. Butler	White Bear Lake	Minnesota	Less than 0.1%
Elise T. Butler	White Bear Lake	Minnesota	Less than 0.1%
Madeline M. Butler	White Bear Lake	Minnesota	Less than 0.1%

Kathleen Bollman Elsa Walker	Flint	Michigan	0.2%
Virginia M. Sullivan	Flint	Michigan	0.3%
Emi Trust Fbo Pkcd	Flint	Michigan	0.5%
Emi Trust Fbo Kew	Flint	Michigan	0.1%
Joan Macgillivray 57 Tr	Flint	Michigan	2.4%
Joan Macgillivray 52 Tr	Flint	Michigan	Less than 0.1%
PDK Sr. Irrev Trust fbo NPK	Flint	Michigan	Less than 0.1%
EMI Trust fbo LMB	Flint	Michigan	Less than 0.1%
EMI Trust fbo MBB IV	Flint	Michigan	Less than 0.1%
Samuel M. Sullivan	Flint	Michigan	Less than 0.1%
John P. Sullivan, II	Flint	Michigan	Less than 0.1%
Kathleen D. Sullivan	Flint	Michigan	Less than 0.1%
Ruth Mott Foundation	Flint	Michigan	0.8%
Meynet Investment Co.	Flint	Michigan	Less than 0.1%
Charles Stewart Mott Foundation	Troy	Michigan	14.6%
Mott Children's Health Center	Flint	Michigan	18.6%
Community Foundation of Greater Flint	Flint	Michigan	4.5%
Hazeldon Foundation	Center City	Minnesota	0.3%
St. Paul Foundation	Saint Paul	Minnesota	1.0%
Greater Twin Cities United Way	Minneapolis	Minnesota	0.6%
American Water Works Company, Inc.	Voorhees	New Jersey	1.2%
HighCo	Geneva	Illinois	Less than 0.1%
Margie Carter	Memphis	Tennessee	Less than 0.1%
Stephen V. Coffman	West Palm Beach	Florida	Less than 0.1%
Mary P. Rafter	West Palm Beach	Florida	Less than 0.1%
Peggy Riley	Pahokee	Florida	Less than 0.1%
Benjamin Sanford Jr.	Clewiston	Florida	Less than 0.1%
James E. Terrill	Clewiston	Florida	Less than 0.1%
CSHM Trust 11/23/70	Flint	Michigan	0.2%
Harding Mott Family Trust	Flint	Michigan	0.5%
Employee Stock Ownership Plan (ESOP)	Washington	D.C.	20.6%
Treasury Stock			25.3%
		TOTAL	100.0%

**Exhibit 2 – Part A**

<u>Name</u>	<u>City</u>	<u>State</u>	<u>Reason for Payment</u>	<u>Amount of Fee to Be Disclosed if Contingent on Achieving Successful Acquisition*</u>
American Appraisal Associates, Inc.	Milwaukee	Wisconsin	Appraisal	N/A
Callaway & Price, Inc.	West Palm Beach	Florida	Appraisal	N/A
Arkel International, LLC	Baton Rouge	Louisiana	Appraisal	N/A
Mercer, LLC	Tampa	Florida	Finance	N/A
Fraser & Associates, LLC	Lake Forest	Illinois	Finance	N/A
BMO Capital Markets	Chicago	Illinois	Finance	N/A
IntraLinks, Inc.	New York	New York	Finance	N/A
Survey 1, LLC	Clewiston	Florida	Survey	N/A
GCY, Inc.	Palm City	Florida	Survey	N/A
Johnson Engineering, Inc.	Labelle	Florida	Survey	N/A
PAG Surveyors, Inc.	Belle Glade	Florida	Survey	N/A
Johnson-Prewitt & Associates, Inc.	Clewiston	Florida	Survey	N/A
Causseaux, Hewett & Walpole, Inc.	Gainesville	Florida	Survey	N/A
Wantman Group, Inc.	West Palm Beach	Florida	Survey	N/A
Wilson Miller, Inc.	Naples	Florida	Survey	N/A
George F. Young, Inc.	Palm City	Florida	Survey	N/A
Chicago Title Insurance Company	Casselberry	Florida	Title	N/A
Statewide Land Title, Inc.	North Palm Beach	Florida	Title	N/A
South Ridge Abstract & Title Company	Sebring	Florida	Title	N/A
TNT Searching, Inc.	Myakka City	Florida	Title	N/A
Attorneys' Title Insurance Fund, Inc.	St. Lucie West	Florida	Title	N/A
Panza, Maurer & Maynard, P.A.	Ft. Lauderdale	Florida	Legal/Title	N/A*
Fowler White Boggs Banker	Tallahassee	Florida	Legal/Title/Lobbying	N/A*
Gunster, Yoakley & Stewart, P.A.	Ft. Lauderdale	Florida	Legal	N/A*
Davis & Harman, LLP	Washington	D.C.	Legal	N/A*
Galland, Kharash, Greenberg et al, P.C.	Washington	D.C.	Legal	N/A*
Greenberg Traurig, LLP	Ft. Lauderdale	Florida	Legal	N/A*
McDermott, Will & Emery, LLP	Chicago	Illinois	Legal	N/A*
Pavese Law Firm, LLP	West Palm Beach	Florida	Legal	N/A*
Jones Day	Columbus	Ohio	Legal	N/A*
Chapman & Cutler, LLP	Chicago	Illinois	Legal	N/A*
Richards, Layton & Finger, P.A.	Wilmington	Delaware	Legal	N/A*
K&L Gates, LLP	Pittsburgh	Pennsylvania	Legal	N/A*
U.S. Legal Support, Inc.	Aventura	Florida	Legal	N/A*
Pearl Meyer & Partners, LLC	Atlanta	Georgia	Compensation	N/A
Exequity, LLP	Libertyville	Illinois	Compensation	N/A
Railway Auditing & Management Services, Inc.	Jacksonville	Florida	Contracts	N/A
Wragg & Casas Public Relations, Inc.	Miami	Florida	Public Relations	N/A
Geosyntec Consultants, Inc.	Boca Raton	Florida	Environmental	N/A
Peter Briggs (individual)	Clewiston	Florida	Environmental	N/A

Lockwood Greene Engineers, Inc.	Spartanburg	South Carolina	Engineering	N/A
The Chase Firm	Tallahassee	Florida	Lobbying	N/A
Vancore Jones	Tallahassee	Florida	Lobbying	N/A
Cruz & Co	Orange Park	Florida	Lobbying	N/A
Fearington, Smith & Ralston	Tallahassee	Florida	Lobbying	N/A
Rothstein Rosenfeldt Adler	Ft. Lauderdale	Florida	Lobbying	N/A
Smith Ballard	Tallahassee	Florida	Lobbying	N/A
Jefferson Monroe, LLC	Tallahassee	Florida	Lobbying	N/A
Moya Group, Inc	Tallahassee	Florida	Lobbying	N/A
Colodny.Fass.Talenfeld.Karlinsky.Abate	Tallahassee	Florida	Lobbying	N/A
TB Consultants, Inc	Bradenton	Florida	Lobbying	N/A
Becker & Poliakoff, P.A.	Ft. Lauderdale	Florida	Lobbying	N/A
Floridian Partners, LLC	Tallahassee	Florida	Lobbying	N/A
Bridget Gregory, Inc.	Tallahassee	Florida	Lobbying	N/A
Smith, Bryan & Myers, Inc.	Tallahassee	Florida	Lobbying	N/A
GMA, Inc.	Tallahassee	Florida	Lobbying	N/A
Paul P. Sanford & Assoc., P.A.	Tallahassee	Florida	Lobbying	N/A
Strategy Smith	Ft. Lauderdale	Florida	Lobbying	N/A

\* Attorney's fees received as a result of legal representation are exempt.

## Exhibit 2 – Part B

In the event The South Florida Water Management District ("SFWMD") terminates that certain "Lease Agreement (Citrus)" contemplated in the Second Amended and Restated Agreement for Sale and Purchase among United States Sugar Corporation, SBG Farms, Inc., Southern Gardens Groves Corporation, and SFWMD pertaining to the property commonly known as Southern Division citrus groves, it is possible that the employment of some employees of Southern Gardens Groves Corporation may be terminated. At this time it is not known which, if any, Southern Gardens Groves Corporation employees' employment may be terminated, but any such terminated employees will be provided severance.

**EXHIBIT 19.e-1**

**LEASE FOR SUGAR CANE LANDS**

**[SEE ATTACHED]**