

LIST OF SCHEDULES AND EXHIBITS

Schedules

Schedule 5.a	Survey Requirements
Schedule 5.f	Schedule of Values for Excluded Portions of the Premises
Schedule 6.a	Trade Secret Protocol
Schedule 6.d	Confidentiality Letter
Schedule 7.a.iv	Terms and Conditions of Prior COPS Issuance
Schedule 12.a.ii(A)	Third Party Rights to Real Property
Schedule 12.a.ii(B)	List of Tenant Leases
Schedule 12.a.iii	Compliance with Laws
Schedule 12.a.v	Required Governmental Approvals
Schedule 12.a.vi	Proceedings
Schedule 12.a.ix	Determinations
Schedule 12.a.xiii	Outstanding Agreement for Purchase and Sale of Premises
Schedule 12.a.xvii	Tenant Leases - Representations
Schedule 12.a.xx	Insurance Policies Relating to Premises
Schedule 12.c.ii	Pending Proceedings
Schedule 19.j.	Relocation Area

Exhibits

Exhibit A	Legal Descriptions of Premises
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 Contracts
Exhibit 12.a.xvi	Beneficial Interest and Disclosure Affidavit
Exhibit 19.e-1	Non-Sugar Cane Acreage Excluded from Lease
Exhibit 19.e-2	Lease
Exhibit 19.f.ii	Tenant Estoppel Certificate
Exhibit 21.c.iv	Remediation Access Agreement
Exhibit 26.a	Option Property Description
Exhibit 26.j	Provisions for New Lease
Exhibit 28.o	Memorandum of Agreement

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Certain of the documents are designated "Confidential, Proprietary and Trade Secret" in accordance with ss. 812.081, Fla. Stat., and are exempt from disclosure under the Public Records Act, Chapter 119, Fla. Stat., pursuant to ss. 815.045, Fla. Stat.

CAPITALIZED TERMS USED HEREIN, WHICH ARE NOT OTHERWISE DEFINED, SHALL HAVE THE RESPECTIVE MEANINGS ASCRIBED TO SUCH TERMS IN THE AGREEMENT. SCHEDULE NUMBERS CORRESPOND TO THE SCHEDULE OR SECTION NUMBERS IN THE AGREEMENT; HOWEVER, DISCLOSURE UNDER ANY SCHEDULE OR SECTION SHALL CONSTITUTE DISCLOSURE UNDER ALL OTHER REASONABLY RELEVANT SCHEDULES AND SECTIONS WITHOUT THE NEED FOR CROSS-REFERENCES. ALL DESCRIPTIONS OF AGREEMENTS OR OTHER MATTERS APPEARING HEREIN ARE SUMMARY IN NATURE AND ARE QUALIFIED BY REFERENCE TO THE COMPLETE DOCUMENTS, ALL OF WHICH HAVE



BEEN SUPPLIED TO BUYER AND ARE INCORPORATED HEREIN BY REFERENCE IN NO EVENT SHALL ANY DISCLOSURE HEREUNDER BE DEEMED TO CONSTITUTE AN ACKNOWLEDGMENT THAT SUCH DISCLOSURE IS MATERIAL TO THE PREMISES. ALL REFERENCES TO "SCHEDULE," "SECTION" OR "SUBSECTION" REFER TO A SCHEDULE, SECTION OR SUBSECTION IN THE AGREEMENT UNLESS THE CONTEXT OTHERWISE REQUIRES. THE HEADINGS IN THESE SCHEDULES ARE FOR CONVENIENCE OR REFERENCE ONLY AND SHALL NOT AFFECT THE DISCLOSURES CONTAINED THEREIN.

THE REPRESENTATIONS, WARRANTIES, COVENANTS AND OTHER OBLIGATIONS AND AGREEMENTS OF SELLER IN THE AGREEMENT ARE MADE, GIVEN AND UNDERTAKEN SUBJECT TO THE DISCLOSURES IN THESE SCHEDULES AND AS PROVIDED IN THE AGREEMENT. NOTHING IN THESE SCHEDULES IS INTENDED TO BROADEN THE SCOPE OF ANY REPRESENTATION, COVENANT OR WARRANTY OF SELLER CONTAINED IN THE AGREEMENT OR TO CREATE ANY COVENANT ON THE PART OF SELLER. INCLUSION OF ANY ITEM HEREIN SHALL NOT CONSTITUTE, OR BE DEEMED TO CONSTITUTE, AN ADMISSION TO ANY THIRD PARTY CONCERNING SUCH ITEM BY SELLER.



SCHEDULE 5.a

SURVEY REQUIREMENTS

1. The Boundary Survey, shall be in strict compliance with Florida Statutes Chapter 472, Land Surveying, Chapter 61G 17-6 of the Florida Administrative Code (Minimum Technical Standards) and the District's requirements specified herein.
2. All horizontal data shall be collected in and based on the North American Datum of 1983, 2007 adjustment (NAD 83/07) East Zone. Horizontal coordinate control shall be established from existing National Geodetic Survey (NGS) 2nd Order control or higher in the area by using a minimum of conventional NGS Third Order field observation procedures.
3. Establish State Plane Coordinates and Latitude and Longitude (NAD83), on all boundary corners and set control points. The state plane coordinate and Latitude and Longitude (NAD83) shall be shown for each corner.
4. Monument all changes in directions. All *set* corners shall be a standard 1-**inch** iron pipe with Aluminum cap stamped with the firms LB number driven to substantial depth to insure stability. The monument shall be witnessed with a carsonite stake *or* a steel guard post. Based on the rock depth the consultant may set the permanent mark in the rock, this method will need prior approval by the District.
5. All easements evidenced by a Record Document which have been delivered to the surveyor shall be shown, both those burdening and those benefiting the property surveyed, indicating recording information. Also, the surveyor is responsible to show any unrecorded evidence of such found in the field. Encroachments onto and off of the property shall be shown.
6. Complete Certified Corner Records for all found or set original government sectional breakdown corners, and file with the Florida Department of Environmental Protection (FLDEP). Corner references will not be set according to the letter from FLDEP.
7. The most recent high resolution Aerial shall be shown as a back drop for this work.
8. The Surveyor's Report shall be a part of the drawing set and shall be on the cover sheet.
9. When the contractors come to common lines the coordinate values supplied for the surveys shall be the same.

Summary of Tasks and Deliverable Schedule:

10. Provide (2) hard copies of the survey drawing and the AutoCAD drawing file for District review prior to submittal of final deliverables.



11. Provide ten (10) signed and sealed paper copies of the final accepted survey drawings.
12. Provide an ESRI shapes file.
13. Provide a *.dwg file for the survey.
14. Provide a *.pdf file for the survey.
15. A CD containing the following:
 - The survey drawing in Land Development Desk Top version 2000 to 2007 (NAD83 Datum Florida East Zone).
 - The survey drawings in one PDF format file for each of the three surveys.
 - Scanned copies of field notes, and all associated data.
 - Any other digital files associated with the survey.



SCHEDULE 5.f

SCHEDULE OF VALUES FOR EXCLUDED PORTIONS OF THE PREMISES

Each acre (or portion thereof) excluded from the Premises pursuant to Section 5.f. of the Agreement shall be excluded at \$7,368.00 per acre (or prorata portion thereof).



SCHEDULE 6.a
TRADE SECRET PROTOCOL

[SEE ATTACHED]





GunsterYoakley
ATTORNEYS AT LAW

Writer's Direct Dial Number: (954) 468-1328

August 8, 2008

Via E-Mail

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

**RE: Electronic Review of United States Sugar Corporation's ("U. S. Sugar")
Trade Secret Records in connection with potential acquisition of assets by
South Florida Water Management District ("District")**

Dear Ruth:

We have established the following protocol for the District's and their consultants' review of U. S. Sugar's Trade Secret Records:

1. The review will take place in the Poinciana Room on the 5th floor of Gunster Yoakley commencing upon August 11, 2008. Please ask for Chris Murray, a litigation paralegal, who will coordinate and monitor the review.
2. Chris will ask each person for photo identification. Each person will sign a sign-in sheet. Any consultants of the District (other than District employees) will be required to sign a Confidentiality Agreement prior to access to Trade Secret Records.
3. A computer will be set up for each of the 15 people you have identified will be coming. You will have access only to the documents on the CDs (no Internet access or other access). The documents are in pdf format. The index to the CD will be on the screen when you arrive. You will not have access to a printer.
5. No electronic device (cell phone, blackberry, laptop, etc.) is to be used while you are reviewing the documents.

Schedule:

1. The review will take place between 9:00 a.m. and 5:00 p.m. with 1 hour for lunch between 12:00 – 1:00 p.m. If you require access outside of these hours, please contact me in advance and we will use all efforts to accommodate your request. When everyone returns, the receptionist will notify Chris who will then take you back into the room. You are not to enter the room unless Chris or another Gunster representative is present.

Monitoring the review:

1. Chris will monitor the review. Chris will be relieved as needed for short periods of time by her designee who will be familiar with the protocol.

Questions and Contact Person:

1. Any questions by the District personnel should be written on a piece of paper if I am not immediately available to answer. I will be the contact person to answer questions. Chris will let me know when the District has questions or you can feel free to contact me directly.

Your Notes:

1. At the end of each person's visit and at the end of the day, 15 minutes prior to departure, each person's handwritten notes (whether on the Trade Secret Log and/or legal pads or other pieces of paper) will be given to Chris to stamp each page as follows:

**USSC TRADE SECRET
DO NOT DISCLOSE
per § 815.045, F.S.**

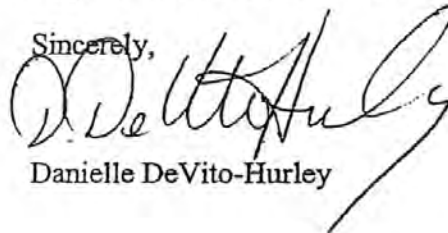
Each page will also be Bates stamped in the lower right hand corner with the person's name, date of the review and page numbering as follows:

Ralph Jones
Date: _____
Page _____ of _____

A copy will be made for us to retain and the original handwritten notes will be returned to each person before they leave each day.

If you have any questions or comments, please do not hesitate to contact me. Thank you.

Sincerely,



Danielle DeVito-Hurley

DD-H/cmm
#99807



SCHEDULE 6.d

CONFIDENTIALITY LETTER

[SEE ATTACHED]

A handwritten signature in blue ink, consisting of a large, stylized 'M' or 'W' shape with a loop at the top and a tail extending downwards.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

2008 *[Signature]*
July 25, 2007

Mr. Robert H. Buker, Jr.
Chief Executive Officer
United States Sugar Corporation
111 Ponce DeLeon Avenue
Clewiston Florida, 33440

Dear Mr. Buker:

Subject: Potential purchase of 187,000 acres and personal property associated therewith (collectively the "Property") by the South Florida Water Management District ("SFWMD") from United States Sugar Corporation ("USSC").

As a part of negotiating and finalizing the acquisition and valuation of the Property in connection with the captioned transaction, it is necessary for SFWMD to review certain information regarding the Property, including without limitation, leases, reports, grower agreements, independent contractor agreements, financial information, and other contracts and documents (collectively, the "Records"). Some of the Records regarding the Property include, but are not limited to, appraisal reports, offers and counteroffer documents ("Contract Records") as described in Section 373.139(3)(a), Florida Statutes, and trade secrets ("Trade Secret Records") as defined in Section 812.081, Florida Statutes.

SFWMD is bound by the Florida Constitution and Florida Statutes to comply with the laws that permit the public to review Records that are made and received by the District in connection with the District's public business. SFWMD will maintain, pursuant to section 373.139(3)(a) Florida Statutes, all Contract Records exempt from disclosure under the Public Records Act. SFWMD agrees that the Trade Secret Records will be maintained as provided in Paragraph 1 below, provided, however, that to the extent that SFWMD receives any Trade Secret Records, then it will maintain, pursuant to section 815.045, Florida Statutes, all Trade Secret Records exempt from disclosure under the Public Records Act.

In order to permit review of the Trade Secret Records and Contract Records in the custody of USSC by SFWMD, SFWMD and USSC have agreed to the following process:

1. All Records that are claimed to be Trade Secret Records shall be maintained for review solely in electronic format by USSC's counsel, Gunster, Yoakley & Stewart, PA, 777 So. Flagler Drive, Suite 500, East Tower, West Palm Beach, Florida 33401-6194 and shall be separately identified by USSC in a log entitled "Trade Secret Records Log" (the "TSL"). The TSL shall contain the following information:
 - a. The type of record (e.g. grower agreement, milling agreement, etc.)
 - b. For agreements and contracts, the nature of the agreement, the name of the parties and the date.
 - c. The basis of the claim that the record is a trade secret, as defined in section 812.081, Florida Statutes.
 - d. The Records shall be labeled trade secret by USSC.

SFWMD shall be provided a duplicate of the log. SFWMD counsel may review a Trade Secret Record for compliance with the trade secret definition in section 812.081, Florida Statutes. However, a Trade Secret Record shall continue to be considered and maintained as a Trade Secret Record by the SFWMD until such time as otherwise judicially determined.

2. Any records made available by USSC to SFWMD for review that are claimed to be Contract Records shall also be identified by USSC in a log entitled Contract Records Log. The Contract Records Log shall prepared in the same manner and include similar information to the TSL.
3. SFWMD agrees the neither SFWMD nor its contractors, counsel, outside counsel and any other representatives shall disclose any confidential or trade secret information learned from the review of the Records, including the Contract Records or the Trade Secret Records. To the extent that any Trade Secret Records or the contents thereof are attached or incorporated into any reports, appraisals, memoranda or other documentation, then such Trade Secret Records or the information contained therein shall be redacted/omitted therefrom before being released to the public pursuant to the provisions of this letter.

To the extent provided by law, including but not limited to sections 373.139(3)(a) and 815.045, Florida Statutes, SFWMD, its representatives, counsel, outside counsel and contractors shall maintain any Trade Secret Records and Contract Records confidential and exempt from disclosure under the Public Records Act in Chapter 119, Florida Statutes. SFWMD agrees to maintain any Trade Secret Records in its possession confidential and exempt from disclosure during the Records Retention period, as established by the GS1-SL schedule adopted by the State of Florida, Department of State. Once the Records Retention Period has passed, the SFWMD will return them to USSC or dispose of them in accordance with its Records Retention requirements.



With respect to Records which are in SFWMD's possession, SFWMD agrees to provide notice to USSC promptly in the event a third party requests to inspect or copy such Records, including Contract Records or Trade Secret Records. Upon receipt of such notice, USSC shall promptly request in writing that the SFWMD withhold the release of such Records or notify the SFWMD that it has no objection to releasing the Records. If

a third party contests the confidentiality of these Records, it will be USSC's responsibility, at its expense and using counsel of its choice, including any award of attorney fees, to demonstrate to a court of law that the Records or portions thereof are entitled to the maintenance of continued confidentiality in accordance with Florida law.

In the event of legal action, SFWMD agrees to cooperate fully in order to insure that the rights of USSC and the requester of the Records are determined promptly.

SFWMD acknowledges the confidential and trade secret nature of the information that it will receive from the Trade Secret Records, and agrees to direct its staff, counsel, outside counsel, representatives and contractors not to disseminate or discuss, other than with the parties to the negotiation, any information obtained from the Trade Secret Records without the prior written consent of USSC.

Sincerely,



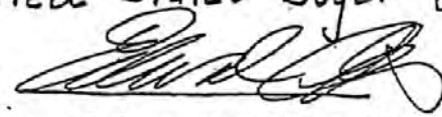
Carol Ann Wehle
Executive Director
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

CAW/fb

c: Daniel M. Mackler, Esq.
Luna Phillips, Esq.

By execution hereof, USSC hereby agrees to the terms of this letter; provided, however that nothing herein shall be deemed to obligate USSC to deliver any of the information described herein.

United States Sugar Corporation

By: 

Name: Edward Almeida

Title: Vice President of Legal Affairs



SCHEDULE 7.a.iv

TERMS AND CONDITIONS OF PRIOR COPS ISSUANCE

For purposes of Section 7.a.iv, the terms and conditions of BUYER's prior issuance are those terms and conditions set forth in that certain "Offering Statement relating to 546,120,000 Certificates of Participation, Series 2006, Evidencing Undivided Proportionate Interests of the Owners thereof in Basic Lease Payments to be Made by the Governing Board of the South Florida Water Management District, As Lessee, Pursuant to a Master Lease Purchase Agreement with South Florida Water Management District Leasing Corp., as Lessor" (excluding Appendices A and D, but including Appendices B, C and E) (the "2006 Issuance"), except such terms and conditions may differ as follows (in which event the same shall be still be considered "substantially similar" to the 2006 Issuance):

- the amount of the issuance, which shall be in a par amount sufficient to generate proceeds to pay the Purchase Price and Close
- the interest rate, which shall be an average rate of interest not to exceed 7.5%
- the final maturity, which shall be a final maturity (assuming substantially level debt service) of 30 years
- the Certificates of Participation may receive different tax treatment from those issued in the 2006 Issuance
- the Certificates of Participation need not be structured with a financial guaranty insurance policy
- the Certificates of Participation may carry a different rating than those issued in the 2006 Issuance



SCHEDULE 12.a.ii(A)

THIRD PARTY RIGHTS TO REAL PROPERTY

1. That certain Purchase and Sale Agreement, as amended, dated as of August 30, 2005 ("RCP Agreement"), between Parent, as seller, and Resource Conservation Properties, Inc. ("RCP"), as buyer for approximately 502 acres of real property located in the City of Clewiston (it being agreed by BUYER and SELLER that in the event that RCP acquires all or any portion of the approximately 270 acres of sugar cane property under the RCP Agreement, such property shall be released from the Lease and the Rent due under the Lease shall be adjusted accordingly). The parties shall revise the Lease prior to Closing to reflect the foregoing.
2. Agreement for the Purchase and Sale of Real Property, dated December 26, 2002, by and between SBG and Hugh Branch.
3. Present rights of drainage adjacent to certain citrus groves, if any, in favor of Crooks, in lieu of drainage provided to Crooks under a separate recorded easement.

The listing of the foregoing matters is not intended (merely by virtue of its inclusion herein) to grant any rights or benefits to any person or entity.

SCHEDULE 12.a.ii(B)

TENANT LEASES

1. Agreement of Lease, dated March 11, 2005, by and between United States Sugar Corporation and Local Lodge 57, International Association of Machinists and Aerospace Workers.
2. Lease Agreement, for several parcels of land, dated February 12, 2007, by and between United States Sugar Corporation and Benny Alvarez.
3. Lease Agreement, for one parcel of land, dated February 12, 2007, by and between United States Sugar Corporation and Benny Alvarez.
4. Lease Agreement, dated January 3, 2007, by and between United States Sugar Corporation and Frierson Farms, Inc., as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
5. Lease Agreement, for a parcel of land, dated January 15, 2007, by and between United States Sugar Corporation and Rosalyn Lee, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
6. Lease Agreement, for Old Clewiston Airport, dated January 25, 2007, by and between United States Sugar Corporation and Curvin Martin, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
7. Lease Agreement, dated January 25, 2007, by and between United States Sugar Corporation and Curvin Martin, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
8. Lease Agreement, dated January 2, 2007, by and between United States Sugar Corporation and Joey Mickler, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
9. Lease Agreement, for .52 acres, dated February 12, 2007, by and between United States Sugar Corporation and Melbourne Nicholas, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
10. Lease Agreement, for 1.0 acres, dated February 12, 2007, by and between United States Sugar Corporation and Melbourne Nicholas, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
11. Lease Agreement, dated January 22, 2007, by and between United States Sugar Corporation and William C. Pelham Sr., as extended by that certain Extension of Lease Agreement, dated January 1, 2008.



12. Lease Agreement, dated February 12, 2007, by and between United States Sugar Corporation and Liz Shaw, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
13. Lease Agreement, dated January 22, 2007, by and between United States Sugar Corporation and Cecil Stone, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
14. Lease Agreement, dated January 22, 2007, by and between United States Sugar Corporation and Donald Williams, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
15. Real Property Lease Agreement (Alcoma Groves Cattle Pastures), dated January 1, 2002, by and among Southern Gardens Groves Corporation, Cliff Davis and Don Finks.
16. Lease Agreement, dated September 25, 2008, by and between Southern Gardens Groves Corporation and Global Produce Sales, Inc.
17. Pasture Lease Agreement, dated December 6, 2007, by and between United States Sugar Corporation and Gary Williams.
18. Pasture Lease Agreement, dated August 1, 2008 by and between United States Sugar Corporation and Hendry County 4-H Club.
19. Residential Lease, dated August 1, 2008, by and between United States Sugar Corporation and John Greene.
20. Certain vegetable leases (sweet corn) between United States Sugar Corporation and:
 - i. Integrity Farms with a lease term of 10/20/08 through 6/15/09;
 - ii. Jem Farms with a lease term of 11/1/08 through 6/15/09;
 - iii. Pope/USSC Cooperative with a lease term of 11/1/08 through 6/15/09; and
 - iv. AGRA Products & Services LLC with a lease term of 11/1/08 through 6/15/09.
21. Lease Agreement between Southern Gardens Grove Corporation and Barton Melon Sales, LLC with a lease term of 12/1/2008 through 5/31/2009.



SCHEDULE 12.a.iii

WRITTEN NOTICE OF NONCOMPLIANCE WITH LAWS

1. Open matter with the Florida Department of Environmental Protection - Diesel fuel spill - Florida Department of Environmental Protection Case No. 080325-2281. This is set forth on Waste Material Profile dated April 21, 2008.
2. Open matter with the Florida Department of Environmental Protection - 50 gallon diesel fuel spill - U.S. Sugar - Incident No. SWP080808 – 6044. This is set forth on Incident #: SWP080808 – 6044 dated August 2008.
3. Notice of non-compliance dated March 30, 2009 and April 17, 2009 from the South Florida Water Management District (“SFWMD”) regarding overdue “Annual Above Ground Impoundment Inspection/Certification Report” per SFWMD permit no. 26-0099-S.
4. Any written notice as may be set forth in **Schedule 12.a.v**, and **Schedule 12.a.vi** is hereby incorporated by reference into and made a part of this **Schedule 12.a.iii**.



SCHEDULE 12.a.v

REQUIRED GOVERNMENTAL APPROVALS

[SEE ATTACHED]

A handwritten signature in blue ink, consisting of a stylized 'M' or 'N' inside an oval shape.

SCHEDULE 12.a.v

REQUIRED GOVERNMENTAL APPROVALS

List of Required Governmental Approvals

BUYER and SELLER acknowledge that the following Schedule contains permits and approvals that may not affect the Premises (but solely affect the Option Property) and any representations and covenants made as to the Governmental Approvals and any transfers by SELLER to BUYER thereof in accordance with the Agreement shall apply only to those Governmental Approvals that affect the Premises.

ITEM #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
RIGHT OF WAY						
1.	Bourne and Boy Ditch and Fence on R/W	Right of Way	Palm Beach County	Parent	06009-R	Buyer
2.	Bourne 10, 2, 3, 4, & 5	Right of Way	Palm Beach County	Parent	50-00187-R	Buyer
3.	Prewitt 1	Right of Way	Palm Beach County	Parent	50-00170-R	Buyer
4.	Section 34	Right of Way	Palm Beach County	Billy Rogers	50-00239-R	Buyer
5.	Section 35 (T44S, R36E)	Right of Way	Palm Beach County	Parent	50-00027-R	Buyer
6.	Wetherald 2 & 3	Right of Way	Palm Beach County	Parent	50-00375-R	Buyer
7.	Bolles Canal Levee	Right of Way	Palm Beach County	Parent	06596-R	Buyer
8.	Curran Land	Right of Way	Palm Beach County	South Bay Growers, Inc.	26-00039-R	Buyer
9.	Dunwody Plant. Sec. 1, 2 & 3	Right of Way	Hendry County	Parent	09141-R	Buyer
10.	Ritta D.D. Culv. No. 1 connection	Right of Way	Palm Beach County	Parent	50-00105-R	Buyer
11.	Vaughn R/W	Right of Way	Palm Beach County	Parent	50-00183-R	Buyer
12.	Knight Land	Right of Way	Hendry County	S.N. Knight Jr.	26-00074-R	Buyer
13.	Dunwody Unit I	Right of Way	Hendry County	Parent	09310-R	Buyer
14.	Southern Unit I	Right of Way	Hendry County	Parent	26-00094-R	Buyer
15.	Hageman Culv. Crossing	Right of Way	Hendry County	Parent	07559-R	Buyer
16.	L - 8 Vehicle Bridge	Right of Way	Palm Beach County	Parent	06081-R	Buyer
17.	Miami Canal Vehicle Bridge	Right of Way	Palm Beach County	Parent	02453-R	Buyer
18.	W.P.B. Canal Vehicle Bridge at Boy Farm	Right of Way	Palm Beach County	Parent	07553-R	Buyer
19.	Boca Chica (partial ownership)	Right of Way	Palm Beach County	Parent	50-00107-R	Buyer
20.	Tecan I (partial ownership)	Right of Way	Hendry County	Tecan Inc.	26-00113-R	Buyer
21.	Talisman West – PS4 (partial ownership)	Right of Way	Palm Beach County	Parent	50-00168-R	Buyer



ITEM #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
22.	Bridge Over L-13 - Cross Canal (partial ownership)	Right of Way	Palm Beach County	Parent	02191-R	Buyer
23.	W. P. B. Canal RR/Vehicle Bridge	Right of Way	Palm Beach County	Parent	04629-R	Buyer
24.	Miami Canal R.R. / Truck Bridge	Right of Way	Palm Beach County	Parent	06239-R	Buyer
SURFACE WATER MANAGEMENT						
25.	Bourne 1, 2, 3, & 5	Surface Water Management	Bryant and Bourne	Parent	50-00187-S	Buyer
26.	Boy Farm	Surface Water Management	Palm Beach, Boy	Parent	50-00173-S	Buyer
27.	Prewitt 1	Surface Water Management	Palm Beach, Prewitt	Parent	50-00170-S	Buyer
28.	Prewitt 2	Surface Water Management	Palm Beach, Prewitt	Parent	50-0266-S	Buyer
29.	Rabbit Island / Section 2, 3 and 11	Surface Water Management	Palm Beach South Shore	South Bay Growers, Inc.	50-00217-S	Buyer
30.	Section 19 (Farm)	Surface Water Management	Palm Beach, Runyon	SBG	50-00220-S	Buyer
31.	Section 23	Surface Water Management	Palm Beach, South Shore	USSC	50-00194-S	Buyer
32.	Section 34 (Farm)	Surface Water Management	Palm Beach, South Shore	SBG	50-00239-S	Buyer
33.	Wetherald Farm Section 35 (T44S, R36E)	Surface Water Management	Palm Beach, South Shore	Parent	50-00027-S	Buyer
34.	Wetherald 1, 2, & 3	Surface Water Management	Palm Beach, South Shore	Parent	50-00375-S	Buyer
35.	Curran Land	Surface Water Management	Hendry, Palm Beach, Vaughn & Miami Locks	South Bay Growers, Inc.	26-00039-S	Buyer
36.	Dunwody Unit II	Surface Water Management	Hendry, Benbow	Parent	26-00153-S	Buyer
37.	Dunwody Plant. Sec. 26, 34 & 35	Surface Water Management	Hendry, Benbow	Parent	26-00292-S	Buyer
38.	Dunwody Plant. Sec. 1,2 & 3	Surface Water Management	Hendry, Benbow	Parent	26-00377-S	Buyer
39.	Dunwody Plantation (Hicpochee)	Surface Water Management	Hendry, Benbow	Parent	22-00135-S	Buyer
40.	Griffin Land	Surface Water Management	Hendry, Vaughn	Parent	26-00034-S	Buyer
41.	Hancock Property	Surface Water Management	Hendry, Vaughn	Parent	26-00023-S	Buyer
42.	Ritta D.D. Culv. No. 1 connection	Surface Water Management	Palm Beach, Mott	Parent	50-00105-S	Buyer
43.	Section 21 (El Rodeo) Farm	Surface Water Management	Palm Beach, Miami Locks	Parent	50-00235-S	Buyer
44.	Section 35 (T45S, R34E) (Duda)	Surface Water Management	Hendry, Vaughn	Parent	26-00001-S-02	Buyer
45.	Townsite 8, 9, & 10 (14 Sections)	Surface Water Management	Hendry, Townsite	Parent	26-00040-S	Buyer
46.	Vaughn and Mott	Surface Water Management	Palm Beach, Miami Locks	Parent	50-00183-S	Buyer



ITEM #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
47.	Knight Land	Surface Water Management	Hendry, Vaughn	S. N. Knight, Jr.	26-00074-S	Buyer
48.	Devils Gardens North	Surface Water Management	Hendry, Southern Gardens	SGGC	26-00282-S	Buyer
49.	Devils Gardens South	Surface Water Management	Hendry, Southern Gardens	SGGC	26-00299-S	Buyer
50.	Dunwody Unit I	Surface Water Management	Hendry, Southern Gardens	Parent	26-00423-S	Buyer
51.	Dunwody, Sec. 10	Surface Water Management	Hendry, Southern Gardens	Parent	26-00485-S	Buyer
52.	Southern Grove Unit I/ Southern Division Ranch Unit I	Surface Water Management	Hendry, Southern Gardens	Parent	26-00094-S	Buyer
53.	Harlem Add. No. 8 & 9	Surface Water Management	Hendry, Residential Sub.	Parent and Sugar land Drainage District as operating entity	26-00402-S	Buyer
54.	Boca Chica (partial ownership)	Surface Water Management	Palm Beach	Parent as co-applicant only	50-00107-S	Buyer
55.	Talisman West (partial ownership)	Surface Water Management	Palm Beach	Parent as co-applicant only	50-00168-S	Buyer
56.	Florida Sugar (partial ownership)	Surface Water Management	Palm Beach	Parent as co-applicant only	50-00221-S	Buyer
57.	Deer Fence Canal Trustee - Deer Fence Canal Control Culverts	Surface Water Management	Palm Beach	Deer Fence Drainage Canal Trust to the attention of Raymond Unt	85-00057-S	Buyer
58.	Basore (partial ownership)	Surface Water Management	Palm Beach	Parent as co-applicant only	50-00436-S	Buyer
WATER USE						
59.	Bourne 1, 2, 3, & 5	Water Use	Palm Beach Canal L-10	Parent	50-00187-W	Buyer
60.	Bourne Farm Tractor Shop	Water Use	Palm Beach Bourne	Parent	50-03785-W	Buyer
61.	Boy Farm	Water Use	Palm Beach Canal L-12	Parent	50-00173-W	Buyer
62.	Prewitt 1 Plantation	Water Use	Palm Beach Canal L-14	Parent	50-00170-W	Buyer
63.	Prewitt 2	Water Use	Palm Beach	Parent	50-00266-W	Buyer
64.	Rabbit Island/ Section 2, 3 and 11	Water Use	South Shore	South Bay Growers, Inc.	50-00217-W	Buyer
65.	Section 19	Water Use	Runyon	South Bay Growers, Inc.	50-00220-W	Buyer
66.	Section 23 South Shore Farm	Water Use	Palm Beach	Parent	50-03201-W	Buyer
67.	Section 34 Farm	Water Use	Palm Beach L-21	SBG	50-00239-W	Buyer
68.	Wetherald Farm Section 35 (T44S, R36E)	Water Use	Palm Beach L-21	Parent	50-03200-W	Buyer

ITEM #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
69.	Wetherald I	Water Use	Palm Beach LWDD Canal L-21	Parent	50-00375-W	Buyer
70.	Curran Land / Mott and Vaughn Plantations	Water Use	Hendry and Palm Beach	South Bay Growers, Inc.	26-00039-W	Buyer
71.	Dunwoody Plant. Sec. 26, 34 & 35	Water Use	Hendry	Parent and South Bay Growers, Inc.	26-00292-W	Buyer
72.	Dunwoody Plant. Sec. 1,2 & 3	Water Use	Hendry	Parent	26-00377-W	Buyer
73.	Dunwoody Plantation (Hicpochee)	Water Use	Glades, Hendry Canal C-43	Parent	22-00135-W	Buyer
74.	Mott Plantation Units / Griffin Land	Water Use	Hendry, Canal L-25	Parent	26-00034-W	Buyer
75.	Hancock Property	Water Use	Hendry Vaughn	Parent	26-00452-W	Buyer
76.	Section 21 (El Rodeo)	Water Use	Palm Beach, Miami Locks	Parent	50-00235-W	Buyer
77.	Section 35 (T45S, R34E) (Duda)	Water Use	Hendry, Vaughn	Parent	26-00613-W	Buyer
78.	Townsite (14 Sections)	Water Use	Hendry, Townsite	Parent	26-00040-W	Buyer
79.	Townsite Plantation Feed Lot Equipment Wash Well	Water Use	Hendry, Townsite	Parent	26-00469-W	Buyer
80.	Vaughn and Mott	Water Use	Palm Beach Canal L-25, Miami Locks	Parent	50-00183-W	Buyer
81.	Knight Land	Water Use	Hendry Canal L-24 Vaughn	Parent	26-00074-W	Buyer
82.	Devils Gardens North	Water Use	Hendry, Southern Gardens	SGGC	26-00282-W	Buyer
83.	Devils Gardens South	Water Use	Hendry, Southern Gardens	SGGC	26-00073-W	Buyer
84.	Southern Unit I	Water Use	Hendry, Southern Gardens	SGGC	26-00094-W	Buyer
85.	Boca Chica (partial ownership)	Water Use	Palm Beach	Parent as co-applicant only	50-03794-W	Buyer
86.	Tecan I (partial ownership)	Water Use	Hendry	Parent as co-applicant only	26-00113-W	Buyer
87.	Talisman West – PS4 (partial ownership)	Water Use	Palm Beach	Parent as co-applicant only	50-00168-W	Buyer
88.	Florida Sugar (partial ownership)	Water Use	Palm Beach	Parent as co-applicant only	50-03796-W	Buyer
89.	Basore (partial ownership)	Water Use	Palm Beach	Parent as co-applicant only	50-00436-W	Buyer
90.	Pruitt Tractor Shop	Water Use	Palm Beach	Parent	50-05754-W	
WORKS OF THE DISTRICT						
91.	Everglades Works of the District	Works of the District	Hendry/ Palm Beach	Parent	50-00018-E	Buyer

ITEM #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
92.	SGGC – Devils Garden North	Works of the District	Hendry, Southern Gardens	SGGC	26-00318-E	Buyer
93.	SGGC – Devils Garden South	Works of the District	Hendry	SGGC	26-00306-E	Buyer
94.	Talisman (partial ownership)	Works of the District	Palm Beach	Sugar Farm Cooperative	50-00061-E	Buyer
LANDOWNER AGREEMENTS WITH THE 298 DISTRICTS						
95.	Landowner Agreement, dated July 29, 2004, by and between South Shore Drainage District and US Sugar Corp	Works of the District Agreement	South Shore Drainage District	Parent	N/A	South Shore Drainage District (as described in 50-00081-E)
96.	Landowners Agreement, dated November 15, 1993, by and between Bolles Drainage District and Robert E. Fritz, Trustee	Works of the District Agreement	Bolles Drainage District	Robert E. Fritz, Trustee	N/A	Bolles Drainage District (as described in 26-00010-E)
97.	Landowner Agreement, dated May 29, 1992, by and between Everglades Agricultural Area Environmental Protection District and South Bay Growers, Inc.	Works of the District Agreement	Everglades Agricultural Area Environmental Protection District	South Bay Growers, Inc.	N/A	EAA EPD (as described in 50-40000-1-E)
98.	Landowner Agreement, dated May 29, 1992, by and between Everglades Agricultural Area Environmental Protection District and United States Sugar Corporation	Works of the District Agreement	Everglades Agricultural Area Environmental Protection District	Parent	N/A	EAA EPD (as described in 50-40000-1-E)
99.	Landowner Agreement, dated September 16, 1993, by and between East Beach Water Control District and United States Sugar Corporation	Works of the District Agreement	East Beach WCD	Parent	N/A	East Beach WCD (as described in 50-00033-E)
100.	Landowner Agreement, dated August 24, 2000 by and between East Shore Water Control District and United States Sugar Corporation	Works of the District Agreement	East Shore WCD	Parent	N/A	East Shore WCD (as described in 50-00080-E)
101.	Landowner Agreement, dated September 16, 1993, by and between Pelican Lake Water Control District and United States Sugar Corporation	Works of the District Agreement	Pelican Lake Water Control District	Parent	N/A	Pelican Lake WCD (as described in 50-00015-E)
102.	Landowner Agreement, dated October 28, 1993, by and between Pahokee Water Control District and United States Sugar Corporation	Works of the District Agreement	Pahokee WCD	Parent	N/A	Pahokee WCD (as described in 50-00002-E)
103.	Landowner Agreement, dated September 16, 1993, by and between South Florida Conservancy District and United States Sugar Corporation	Works of the District Agreement	South Florida Conservancy District	Parent	NA	South Florida Conservancy District (as described in 50-00010-E)
104.	Landowner Agreement, dated July 29, 2004, by and between South Shore Drainage District and SBG Farms Inc.	Works of the District Agreement	South Shore Drainage District	Parent	N/A	South Shore Drainage District (as described in 50-00081-E)
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION						
105.	Aboveground Storage Tank (Lake Hicpochee Nichols/Retention Pond)	Storage Tank	Benbow – Hendry County	Parent	Facility # 268731985 USSC # 64654	Florida Department of Environmental Protection

ITEM #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
106.	Aboveground Storage Tank (Doverspike Pond 2)	Storage Tank	Benbow – Hendry County	Parent	Facility # 268731985 USSC # 64065	Florida Department of Environmental Protection
107.	Aboveground Storage Tank (Doverspike Pond 3)	Storage Tank	Benbow – Hendry County	Parent	Facility # 268731985 USSC # 64673	Florida Department of Environmental Protection
108.	Aboveground Storage Tank (Townsite Farm, replaced old tank #33)	Storage Tank	Townsite – Hendy County	Parent	Facility # 268731987 (no USSC# provided)	Florida Department of Environmental Protection
109.	Aboveground Storage Tank (South Line Pump Station – 7 pumps)	Storage Tank	Townsite – Hendy County	Parent	Facility # 268731987 USSC# 63007	Florida Department of Environmental Protection
110.	Aboveground Storage Tank (Vaughn Bolles Sec.36)	Storage Tank	Mott – Hendry County	Parent	Facility # 268731988 USSC# 64739	Florida Department of Environmental Protection
111.	Aboveground Storage Tank (Vaughn Griffin Sec.23 aka Mott 3)	Storage Tank	Mott – Hendry County	Parent	Facility # 268731988 USSC# 63010	Florida Department of Environmental Protection
112.	Aboveground Storage Tank (On Hendry – PB County line)	Storage Tank	Mott- Hendy County	Parent	Facility # 268731988 USSC# 70201	Florida Department of Environmental Protection
113.	Aboveground Storage Tank (Ritta Tractor Shed)	Storage Tank	Ritta – Palm Beach County	Parent	Facility # 508623012 (no USSC# provided)	Florida Department of Environmental Protection
114.	Aboveground Storage Tank (Section 27 (Vaughn 3))	Storage Tank	Vaughn Farm – Palm Beach County	Parent	Facility # 508623015 USSC# 63012	Florida Department of Environmental Protection
115.	Aboveground Storage Tank (Section 19 (Vaughn Unit 2))	Storage Tank	Vaughn Farm – Palm Beach County	Parent	Facility # 508623015 USSC# 64632	Florida Department of Environmental Protection
116.	Aboveground Storage Tank (Section 22 (Weatherald 1))	Storage Tank	South Shore Farm – Palm Beach County	Parent	Facility # 5087311989 USSC# 63013	Florida Department of Environmental Protection
117.	Aboveground Storage Tank (Weatherald 2)	Storage Tank	South Shore Farm – Palm Beach County	Parent	Facility # 5087311989 USSC# 63014	Florida Department of Environmental Protection
118.	Aboveground Storage Tank (Section 32/33 (Weatherald 3))	Storage Tank	South Shore Farm – Palm Beach County	Parent	Facility # 5087311989 USSC# 63015	Florida Department of Environmental Protection
119.	Aboveground Storage Tank (Prewitt Office)	Storage Tank	Prewitt – Palm Beach County	Parent	Facility # 508731999 (no USSC# provided)	Florida Department of Environmental Protection
120.	Aboveground Storage Tank (Old Fl Sugar off Old 80 (Prewitt 3))	Storage Tank	Prewitt – Palm Beach County	Parent	Facility # 508731999 USSC# 63046	Florida Department of Environmental Protection
121.	Aboveground Storage Tank (Section 10 (Prewitt 1))	Storage Tank	Prewitt – Palm Beach County	Parent	Facility # 508731999 USSC# 63000	Florida Department of Environmental Protection
122.	Aboveground Storage Tank (Section 30 (Prewitt 2))	Storage Tank	Prewitt – Palm Beach County	Parent	Facility # 508731999 USSC# 63001	Florida Department of Environmental Protection
123.	Aboveground Storage Tank (Section 14 Bulk Tank (Runyon))	Storage Tank	Runyon – Palm Beach County	Parent	Facility # 508732000 USSC# 70001	Florida Department of Environmental Protection



ITEM #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
124.	Aboveground Storage Tank (Bourne 3)	Storage Tank	Bourne – Palm Beach County	Parent	Facility # 508732003 USSC# 63005	Florida Department of Environmental Protection
125.	Aboveground Storage Tank (Bourne 2)	Storage Tank	Bourne – Palm Beach County	Parent	Facility # 508732003 USSC# 63004	Florida Department of Environmental Protection
126.	Aboveground Storage Tank (Section 32 (Bourne 5))	Storage Tank	Bourne – Palm Beach County	Parent	Facility # 508732003 USSC# 63003	Florida Department of Environmental Protection
127.	Aboveground Storage Tank (Section 2 (Bourne 1))	Storage Tank	Bourne – Palm Beach County	Parent	Facility # 508732003 USSC# 63002	Florida Department of Environmental Protection
128.	Aboveground Storage Tank (Boy pumping station)	Storage Tank	Boy – Palm Beach County	Parent	Facility # 508732004 USSC# 63016	Florida Department of Environmental Protection
129.	Aboveground Storage Tank (Boy tractor shed)	Storage Tank	Boy – Palm Beach County	Parent	Facility # 508732004 USSC# 7000	Florida Department of Environmental Protection
130.	Aboveground Storage Tank (South Shore Tractor Shed)	Storage Tank	South Shore – Palm Beach County	Parent	Facility # 508732388 USSC# 70200	Florida Department of Environmental Protection
131.	Aboveground Storage Tank (South Shore Tractor Shed – Tanks 1, 2 and 3)	Storage Tank	South Shore – Palm Beach County	Parent	Facility # 508732388 USSC# 70200	Florida Department of Environmental Protection
132.	Aboveground Storage Tank (Section 15 (Ritta J.C. Pump station))	Storage Tank	Mott – Palm Beach County	Parent	Facility # 509200672 USSC# 63011	Florida Department of Environmental Protection
133.	Industrial Waste Water Facility/Agricultural Use Plan	IWWF	Hendry County	Southern Gardens Citrus Processing Corporation	Fla014296	Florida Department of Environmental Protection
134.	Florida Department of Environmental Protection Storage Tank Registration - Southern Gardens Groves	Storage Tank	Hendry County	Parent	Facility Nos. 8520167, 8731944, and 8732389	Florida Department of Environmental Protection
FLORIDA DEPARTMENT OF HEALTH						
135.	Vaughn Village Operating Permit (Migrant Labor Camp)	Operating Permit	Hendry County	Vaughn Village	26-52-00446	Florida Department of Health
136.	Limited Use Operating Permit	Operating Permit	Hendry County	Southern Gardens Citrus	26-57-03585	Florida Department of Health
137.	Vaughn Village Limited Use Operating Permit	Operating Permit	Hendry County	USSC	26-57-03586	Florida Department of Health
138.	Vaughn Village Limited Use Operating Permit	Operating Permit	Hendry County	Vaughn Village #3	26-57-03587	Florida Department of Health
139.	Devils Gardens Limited Use Operating Permit	Operating Permit	Hendry County	USSC - Devil's Garden South House	26-57-00051	Florida Department of Health
140.	Dunwody Limited Use Operating Permit	Operating Permit	Hendry County	Southern Gardens Citrus	26-57-00057	Florida Department of Health
141.	Alcoma Limited Use Operating Permit	Operating Permit	Hendry County	SGGC	26-57-00179	Florida Department of Health
142.	Southern Horse Barn Limited Use Water	Operating Permit	Hendry County	SGCP – Horse Barn	26-57 -914253	Florida Department of Health



ITEM #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
143.	Southern Gardens Citrus Limited Use Operating Permit	Operating Permit	Hendry County	Southern Gardens Citrus	26-57-00055	Florida Department of Health
144.	United States Sugar Corporation Vaughn Farm Office Limited Use Operating Permit	Operating Permit	Hendry County	USSC - Vaughn Farm office	26-57-00052	Florida Department of Health
145.	United States Sugar Corporation Southern Division Citrus Office Limited Use Operating Permit	Operating Permit	Hendry County	USSC - Southern Div. Citrus Office	26-57-00053	Florida Department of Health
146.	United States Sugar Corporation Southern Division Citrus Tractor Shed #3 Limited Use Operating Permit	Operating Permit	Hendry County	USSC - Southern Div. Citrus Tractor Sh #3	26-57-00054	Florida Department of Health
147.	United States Sugar Corporation Southern Division Citrus Foreman's House Limited Use Operating Permit	Operating Permit	Hendry County	USSC - Southern Division Citrus - Foreman's House	26-57-00056	Florida Department of Health
148.	Prewitt R.O. Water Plant	Water Treatment Facility	Palm Beach County	Parent	239533-002-WC	Florida Department Of Health
149.	R.O. System for Prewitt Tractor Shed	Water Treatment Facility	Palm Beach County	Parent	239533-001-WC	Florida Department Of Health

U.S. ARMY CORPS OF ENGINEERS

150.	Southern Division Unit 1	United States Army Corps of Engineers	Hendry County	Parent	89IPD-20207	United States Army Corps of Engineers
151.	Southern Division Unit 2	United States Army Corps of Engineers	Hendry County	Parent	89IPD-20207	United States Army Corps of Engineers
152.	Devil's Garden N & S	United States Army Corps of Engineers	Hendry County	Parent	89NWN-90662	United States Army Corps of Engineers
153.	Dunwody area	United States Army Corps of Engineers	Hendry County	Parent	90NWN-00245	United States Army Corps of Engineers
154.	Van Ness Ranch	Department of the Army	Hendry County	Parent	199605653 (NW-JP)	Department of the Army

FLORIDA DEPARTMENT OF TRANSPORTATION

155.	For a driveway to a pump station of US 27, west of Clewiston	Agriculture	U.S. 27	Parent	98A1930006	Florida Department of Transportation
156.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023730	Florida Department of Transportation
157.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 0237321	Florida Department of Transportation
158.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023733	Florida Department of Transportation
159.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023732	Florida Department of Transportation
160.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023734	Florida Department of Transportation

ITEM #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
161.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023720	Florida Department of Transportation
162.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023721	Florida Department of Transportation
163.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023723	Florida Department of Transportation
164.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023722	Florida Department of Transportation
165.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023726	Florida Department of Transportation
166.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023724	Florida Department of Transportation
167.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023728	Florida Department of Transportation
168.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023725	Florida Department of Transportation
169.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023729	Florida Department of Transportation
170.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023727	Florida Department of Transportation
171.	Construction or Industrial Equipment, or Prefab Structural Item On Truck Tractor Semitrailer	Overweight / Overdimensional Permit	N/A	Parent	JD 108915	Florida Department of Transportation
U.S. DEPARTMENT OF TRANSPORTATION						
172.	United States Sugar Corporation	Hazardous Materials Certificate of Registration For Registration Year(s) 2008-2009	N/A	Parent	052008 550 061Q	U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration
FLORIDA DEPARTMENT OF AGRICULTURE						
173.	Open Air Burn Permits	Seller receives temporary, daily authorizations from the Florida Department of Agriculture to allow open burning associated with their agricultural operations.				
PALM BEACH COUNTY						
174.	Florida Rock Industries – Palm Beach County Zoning Resolution R-2006-0708	Zoning / Conditional Use	Palm Beach County	Parent – as co-applicant	R-2008-0708	Palm Beach County
175.	Stewart Mining Industries, Inc. – Palm Beach County Zoning Resolution R-2006-0931	Zoning / Conditional Use	Palm Beach County	Parent – as co-applicant	R-2006-0931	Palm Beach County

ITEM #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
CITY OF CLEWISTON						
176.	Multi-Family - Other - City of Clewiston Ordinance No. 2006-13	Local Government Zoning Approval	South Francisco Street between Sonora Avenue and Arroyo Avenue, Clewiston, containing 15.32 acres of land	N/A	Ordinance No. 2006-13	City of Clewiston
177.	Mixed Use Planned Unit Development District - City of Clewiston Ordinance No. 2006-8	Local Government Zoning Approval	20 acre parcel on south side of US 27 along the western boundary of the City of Clewiston	N/A	Ordinance No. 2006-8	City of Clewiston
178.	USDA Animal & Plant Health Inspection Service Biotechnology Regulatory Service	Application for Permit or Courtesy Permit Under 7 CFR 340	20 acres in citrus for Experiment (per Lease)	Parent	Application No. 08-196-102r	USDA

Written Notices

None.

SCHEDULE 12.a.vi

PROCEEDINGS

1. Open matter with the Florida Department of Environmental Protection - Diesel fuel spill - Florida Department of Environmental Protection Case No. 080325-2281. This is set forth on Waste Material Profile dated April 21, 1008.
2. Open matter with the Florida Department of Environmental Protection - 50 gallon diesel fuel spill - U.S. Sugar - Incident No. SWP080808 – 6044. This is set forth on Incident #: SWP080808 – 6044 dated August 2008.
3. On August 20, 2008, a trailer was found on its side leaking grease (est. less than a gallon), oil (est. less than two gallons) and diesel (est. less than 25 gallons) on an impervious surface (parking lot with flooded water). The vehicle flipped over during Tropical Storm Fay on 08/19/08.
4. Any and all institutional controls reflected in the Public Records of the Counties.
5. Proceeding set forth In the Circuit Court for the 15th Judicial Circuit In and For Palm Beach County, Civil Division Case No. 50 2008 CA 022974 XXXX MB Dexter W. Lehtinen, Plaintiff, v. South Florida Water Management District, Defendant, South Florida Water Management District, Third Party Plaintiff, U.S. Sugar Corporation, Third-Party Defendant.
6. Petition for Administrative Hearing filed by New Hope Sugar Company and Okeelanta Corporation on January 6, 2009, Agency Case No. SFWMD 2009-016 DAO, which was dismissed but is currently on appeal to the Florida 4th District Court of Appeal
7. Petition for Administrative Hearing filed by Miccosukee Tribe of Indians on January 13, 2009 (first amended petition filed January 16, 2009; second amended petition filed February 25, 2009), Agency Case No. SFWMD 2009-031 DAO, which was dismissed but is current on appeal to the Florida 3rd District Court of Appeal.
8. Complaint for validation of certificates of participation, South Florida Water Management District vs. The State of Florida et al, in the Circuit Court, 15th Judicial Circuit, Palm Beach County, Case No. 50-2008CA031975XXXXMB.



SCHEDULE 12.a.ix

DETERMINATIONS

1. Highly Erodible Land and Wetland Conservation Determination, executed June 21, 1988.
2. Highly Erodible Land and Wetland Conservation Determination, executed December 19, 1988.
3. Highly Erodible Land and Wetland Conservation Determination, executed June 20, 1988.
4. Highly Erodible Land and Wetland Conservation Determination, executed May 21, 1993.
5. Highly Erodible Land and Wetland Conservation Determination, executed May 3, 1990.
6. Highly Erodible Land and Wetland Conservation Determination, executed June 6, 1989.
7. Unsigned letter dated September 17, 2007 from United States Department of Agriculture Natural Resources Conservation Service

SCHEDULE 12.a.xiii

OUTSTANDING AGREEMENT FOR PURCHASE AND SALE OF PREMISES

1. That certain Purchase and Sale Agreement, as amended, dated as of August 30, 2005, between Parent, as seller, and Resource Conservation Properties, Inc., as buyer for approximately 502 acres of real property located in the City of Clewiston.



SCHEDULE 12.a.xvii

TENANT LEASES - REPRESENTATIONS

(A) Full Force and Effect; Amendments

All amendments, modifications and alterations to Tenant Leases as set forth in **Schedule 12.a.ii(B)** are hereby incorporated by reference into and made a part of this **Schedule 12.a.xvii**.

(B) Obligations; and (D) Written Notices of Tenant Performance

None.



SCHEDULE 12.a.xx

INSURANCE POLICIES RELATING TO PREMISES

Insurance - USSC	Insurer	Policy Number	Deductible/ Retention	Insured Amount
Property (Incl Boiler & Machinery)	Factory Mutual Insurance Co.	JB348	Various by type of loss	1,000,000,000
Excess Auto/General Liability*	National Union Fire Insurance Co. of Pittsburg	BE54177773	\$1,000,000	\$50,000,000
Excess Liability	Liberty Insurance Underwriters	LQ1-B71-213131-028	10,000	25,000,000
Workers' Compensation	Ace American Insurance	WLRC4569818A	1,000,000	Statutory
Charitable Trust Liability	Philadelphia Insurance Companies	PHSD356036	2,500	2,000,000
Fidelity Liability	Zurich American Insurance Co.	FID 9673365 00	100,000	10,000,000
Above Ground Storage Tank Liability	Greenwich Insurance Company	PEC0028442	100,000	3,000,000
Special Crime	Liberty Insurance Underwriters	203079-015	0	5,000,000
Sub Total				
Total Premiums				

* General Liability and Auto Liability deductible = \$1,000,000



SCHEDULE 12.c.ii

PENDING PROCEEDINGS

1. South Florida Water Management District vs. The State of Florida et al, in the Circuit Court, 15th Judicial Circuit, Palm Beach County, Case No. 50-2008CA031975XXXXMB. Complaint for validation of certificates of participation.
2. Petition for Administrative Hearing filed by New Hope Sugar Company and Okeelanta Corporation on January 6, 2009, Agency Case No. SFWMD 2009-016 DAO, which was dismissed but is currently on appeal to the Florida 4th District Court of Appeal
3. Petition for Administrative Hearing filed by Miccosukee Tribe of Indians on January 13, 2009 (first amended petition filed January 16, 2009; second amended petition filed February 25, 2009), Agency Case No. SFWMD 2009-031 DAO, which was dismissed but is currently on appeal to the Florida 3rd District Court of Appeal



SCHEDULE 19.i

RELOCATION AREA

ANY PORTION OF THE RAILROAD SYSTEM LOCATED WITHIN THE EXTERNAL
BOUNDARIES OF THE PREMISES



Exhibits

Exhibit A	Legal Descriptions of Premises
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 Contracts
Exhibit 12.a.xvi	Beneficial Interest and Disclosure Affidavit
Exhibit 19.e-1	Non-Sugar Cane Acreage Excluded from Lease
Exhibit 19.e-2	Lease
Exhibit 19.f.ii	Tenant Estoppel Certificate
Exhibit 21.c.iv	Remediation Access Agreement
Exhibit 26.a	Option Property Description
Exhibit 26.j	Provisions for New Lease
Exhibit 28.o	Memorandum of Agreement



EXHIBIT A

LEGAL DESCRIPTIONS OF PREMISES

***To be replaced with legal description set forth in the final Survey**



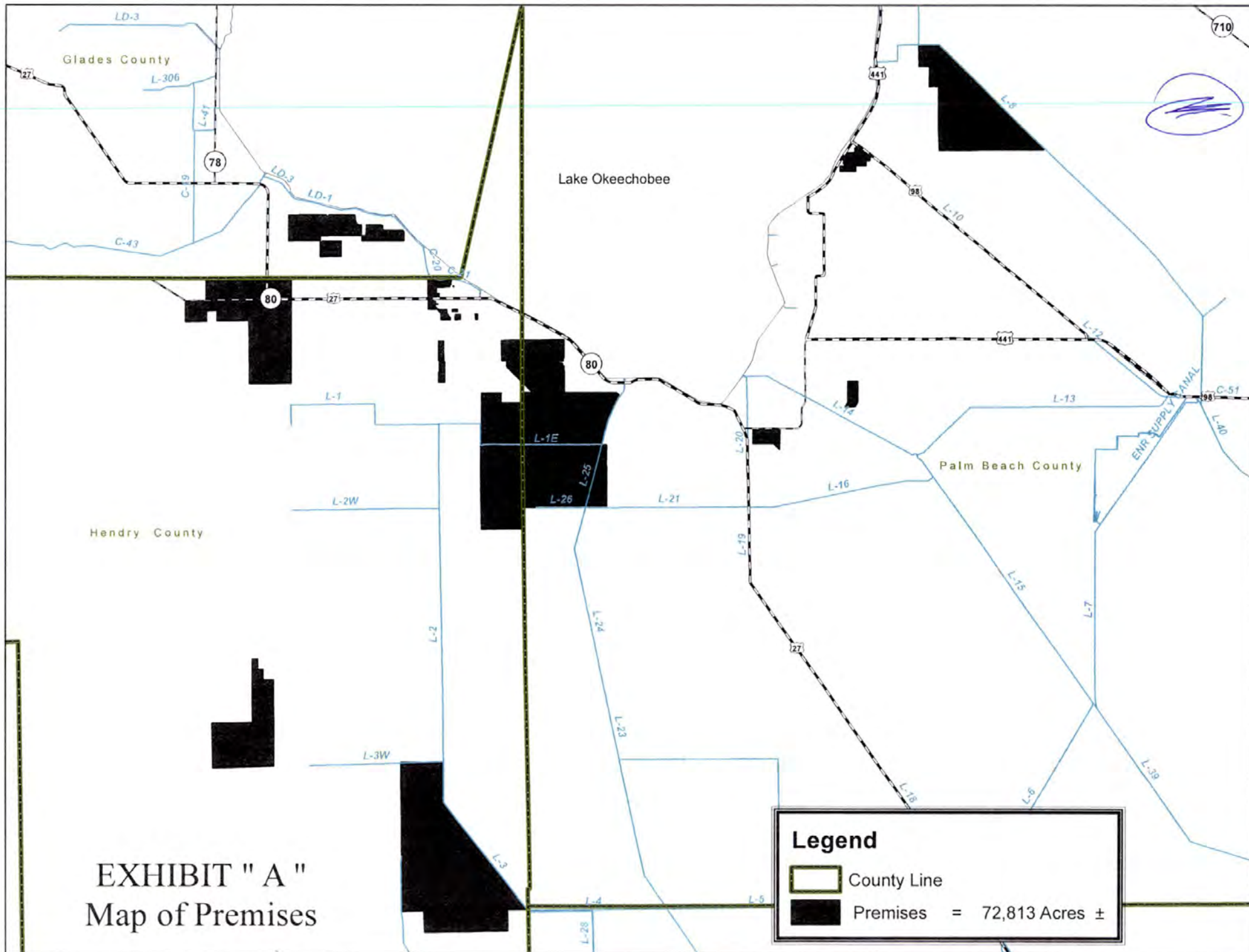


EXHIBIT 6.c

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. <i>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.</i>	\$0
---	-----

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 management, or



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.

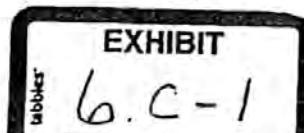
- (1) As the District has no control over the sale or transfer of real or personal property, it is the sole obligation of a permittee to disclose the existence of a Right of Way Occupancy Permit, its terms and conditions to prospective purchasers.
- (2) Right of Way Occupancy Permit shall be transferred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



A handwritten signature in blue ink, enclosed within a blue circular stamp.



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):

- | | |
|--|--|
| ☐ new individual permit | ☐ new master permit |
| ☐ modification of an existing individual permit | ☐ modification of an existing master permit |
| ☐ renewal of an existing individual permit | ☐ renewal of an existing master permit |
| ☐ transfer of an existing individual permit | ☐ 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.

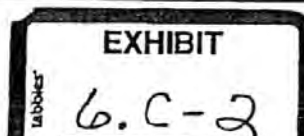
PRE-APPLICATION MEETINGS

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):

- | | |
|---|--|
| ☐ Surface Water Management / ERP | ☐ Water Use |
| ☐ Right-of-Way | ☐ 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)
Owner of Structure	Authorized agent (if applicable)
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

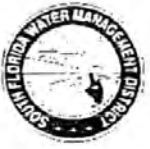
Type or print name and title

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

Project engineer or consultant	Pre-application meetings (if applicable)*
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. ☐ Proof of ownership of structure | 2. ☐ Proof of ownership of parcel(s)/farm(s) |
| 3. ☐ Proof of lease, if applicable, of structure | 4. ☐ Proof of lease, if applicable of parcel(s)/farm(s) |

* 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



Form 0779
05/92

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

SECTION 1. GENERAL INFORMATION AND CERTIFICATION

Applicant	Authorized agent (if applicable)
Name of entity or group of owners	Name
Address	Address
City, state, zip	City, state, zip
Telephone ()	Telephone ()
Engineer or consultant	Pre-application meetings (if applicable)*
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.

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 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:

FROM		TO	
Name	_____	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



Form 1045
Jan 2002

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	☐ \$250.00	☐ \$250.00	☐ \$100.00	☐ \$100.00
Individual Permit*	☐ \$1,880.00	☐ \$1,880.00	☐ \$500.00	☐ \$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

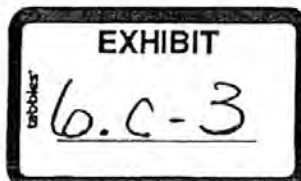
Application/Permit Numbers: _____

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

Name and Title

Company Name

Address

City, state, zip

Telephone

Fax

e-mail

Lessee of Parcel/Farm

Name and Title

Company Name

Address

City, state, zip

Telephone

Fax

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:

FROM		TO	
Name and Title		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



Form 1045
Jan 2002

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 CANE	PASTURE	VEG	SOD	CITRUS	OTHER
NUTRIENT CONTROL PRACTICES							
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 I & II)	15						
PARTICULATE MATTER AND SEDIMENT CONTROLS							
Any 2	2 1/2						
Any 4	5						
Any 6	10						
Any 8	15						
WATER MANAGEMENT PRACTICES							
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						
PASTURE MANAGEMENT							
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						
Totals Level I and Level II (15 Points)							

*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

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

LEVEL III BMP IMPLEMENTATION – 25 POINTS REQUIRED (Level II BMPs and 10 additional points)

BMP	POINTS	SAND CANE	PASTURE	VEG	SOD	CITRUS	OTHER
NUTRIENT CONTROL PRACTICES							
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						
PARTICULATE MATTER AND SEDIMENT CONTROLS							
Any 2	2½						
Any 4	5						
Any 6	10						
Any 8	15						
WATER MANAGEMENT PRACTICES							
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						
PASTURE MANAGEMENT							
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						
Totals - Level III (25 Points)							

*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

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.	SOO	CITRUS	OTHER
NUTRIENT CONTROL PRACTICES							
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						
Spill 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						
PARTICULATE MATTER AND SEDIMENT CONTROLS							
Any 2	2 1/2						
Any 4	5						
Any 6	10						
Any 8	15						
WATER MANAGEMENT PRACTICES							
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						
PASTURE MANAGEMENT							
Restricted Placement of Feeders to Reduce "Hot Spots"	2 1/4						
Restricted Placement of Cowpens to Reduce "Hot Spots"	2 1/4						
Restricted Placement of Feed and Water to Reduce "Hot Spots"	2 1/4						
Provide Shade Structures away from Drainage	2 1/4						
Low Cattle Density (1 head/2 acres)	5						
Reduced P in Feed (20% min)	5						
Restrict Cattle through Fencing of Canals	10						
Totals - Level IV (35 Points)							

*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



Form 1045
Jan 2002

PART V. C-139 BASIN OPTIONAL DISCHARGE MONITORING PLAN

MONITORING INFORMATION

Control Structure Operator		Sample Collector	
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:

- | | |
|---|---|
| ☐ Description of Rainfall Collection Equipment | ☐ Description of Staff Gauge Locations |
| ☐ Location of Rainfall Collection Equipment | ☐ Sample Field Data Logs |
| ☐ Autosamplers | ☐ Description of Backup Methodology, as applicable |
| ☐ Flow Calibrations | ☐ Description of Flow Calculation Methodology |
| ☐ 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



EXHIBIT 7.a.x

GENERAL ESCROW AGREEMENT

THIS GENERAL ESCROW AGREEMENT (this "Agreement") is executed this _____ day of * _____ *, 2009, 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 an Amended and Restated Agreement for Sale and Purchase dated * _____ *, 2009 (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 \$4,000,000 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 (3rd) 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 (3rd) 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 Obligation 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 (3rd) 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 or 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 * _____ *, 2009.

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: _____

A handwritten signature in blue ink, consisting of several loops and strokes, located in the bottom right corner of the page.

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: Amended and Restated Agreement for Sale and Purchase (the "Agreement") with an Effective Date of * _____ *, 2009 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 bylaws 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 ___, 2009, 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 2009 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

STATE OF FLORIDA

COUNTY OF * _____ *

By: _____
Name: _____
Title: _____

The foregoing Statutory Warranty Deed was acknowledged before me this ____ day of _____, 2009, 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]

A handwritten signature in blue ink, consisting of stylized, overlapping loops and lines, located in the bottom right corner of the page.

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 _____, 2009 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 _____, 2009, 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:



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 _____, 2009 (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.

A handwritten signature in blue ink, consisting of a large, stylized 'M' or 'W' shape enclosed within an oval.

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

[THIS EXHIBIT DOES NOT LIMIT BUYER'S RIGHT UNDER THE PURCHASE AGREEMENT TO DETERMINE WHETHER THE CONTRACT TO BE ASSIGNED HEREIN IS ACCEPTABLE TO BUYER AS A TITLE MATTER UNDER SECTION 7.a.xvi OF THE PURCHASE AGREEMENT]

ASSIGNMENT AND ASSUMPTION OF CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS (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 _____, 2009 (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 Contracts"); and

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

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 Contracts from and after the date hereof (the "Assignment Date"), but only to the extent that the Assumed Contracts, 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 Assumed Contracts and the performance of all of the terms, covenants and conditions imposed upon Assignor under the Assumed Contracts 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.

[TEXT AND SIGNATURES FOLLOW]



IN WITNESS WHEREOF, this Assignment and Assumption of Contracts 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.x

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



EXHIBIT 12.a.xvi

[SEE ATTACHED]



Amount of Fee To Be
Disclosed If Contingent
On Achieving Successful
Acquisition*

* Attorney's fees received as result of legal representation are exempt

AFFIANT

SWORN TO and subscribed before me this 7th day of May 2009, 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.

Kay Braseck
Notary Public

2



Exhibit "A"

See Exhibit A to the 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



Shareholder	City	State	% Ownership (rounded)
Claire White	Flint	Michigan	0.8%
Claire Investment Co.	Flint	Michigan	1.7%
Claire M. White Fam Tr.	Flint	Michigan	0.2%
William White	Flint	Michigan	0.4%
Tiffany White Lovell	Flint	Michigan	Less than 0.1%
Tiffany Lovett 11/18/70 Tr.	Flint	Michigan	0.2%
Ridgway H. White	Flint	Michigan	0.3%
Ridgway White 11/18/70	Flint	Michigan	0.2%
Endfield Trust	Flint	Michigan	0.4%
Paula Mott Turrentine	Philadelphia	Pennsylvania	0.3%
Harding Land Company	Flint	Michigan	0.1%
Milo I. Mott	Flint	Michigan	1.1%
Milo Mott 11/18/70 Trust	Flint	Michigan	0.2%
Paula M. Switzer	Flint	Michigan	1.1%
Paula Switzer 11/18/70 Tr.	Flint	Michigan	0.2%
Summar 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%
Charles B. Webb, Jr. fbo KBW	Flint	Michigan	Less than 0.1%
Charles B. Webb, Jr. fbo KMP	Flint	Michigan	Less than 0.1%
Charles B. Webb, Jr. fbo E Rogers	Flint	Michigan	Less than 0.1%
Charles B. Webb Jr. fbo JFY	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	0.5%
Patrick Butler Jr. 52 Tr.	Flint	Michigan	Less than 0.1%
Peter M. Butler	St. Paul	Minnesota	0.5%
Peter Butler 52 Tr.	Flint	Michigan	Less than 0.1%
Kate Butler Peterson	St. Paul	Minnesota	0.5%
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 Bolman Elsa Walker	Flint	Michigan	0.3%
Virginia M. Sullivan	Flint	Michigan	0.4%
Peter Davenport	Flint	Michigan	0.7%
Emi Trust Fbo Kew	Flint	Michigan	0.1%
Joan Macgillivray 57 Tr	Flint	Michigan	3.0%
Joan Macgillivray 52 Tr	Flint	Michigan	Less than 0.1%
Peter Klempel Sr.	Flint	Michigan	Less than 0.1%
Ives Trust Fbo LMB	Flint	Michigan	Less than 0.1%
Ives Trust Fbo MBB	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	1.1%
Meynet Investment Co.	Flint	Michigan	Less than 0.1%
Charles Stewart Mott Foundation	Troy	Michigan	18.7%
Mott Children's Health Center	Flint	Michigan	23.7%
Community Foundation of Greater Flint	Flint	Michigan	5.7%
Hazelden Foundation	Center City	Minnesota	0.4%
St. Paul Foundation	Saint Paul	Minnesota	1.3%
Greater Twin Cities United Way	Minneapolis	Minnesota	0.7%
American Water Works Company, Inc.	Voorhees	New Jersey	1.5%
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%
Timinal Francis	Boynton 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%
Benice Walker	Belle Glade	Florida	Less than 0.1%
CSHM Trust 11/23/70	Flint	Michigan	0.2%
Harding Mott Family Trust	Flint	Michigan	0.7%
Employee Stock Ownership Plan (ESOP)	Washington	D.C.	30.8%
TOTAL			100.0%

Name	City	State	Reason for Payment	Amount of Fee to Be Disclosed if Contingent on Achieving Successful Acquisition*
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.	Bella 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

* Attorney's fees received as a result of legal representation are exempt.

Last Name	First Name	City	State	Zip Code	Reason for Payment	Amount of Fee To Be Disclosed if Contingent on Achieving Successful Acquisition
AGUIRRE-MENDEZ	ABRAHAM	CLEWISTON	FL	33440	Severance/Retention	N/A
ALAVA	PEDRO	WESTON	FL	33327	Severance/Retention	N/A
ALVARADO	ANABEL	CLEWISTON	FL	33440	Severance/Retention	N/A
ALVAREZ	PEDRO	CLEWISTON	FL	33440	Severance/Retention	N/A
ALVAREZ	YULIS	CLEWISTON	FL	33440	Severance/Retention	N/A
ANTONIO	ABRAHAM	CLEWISTON	FL	33440	Severance/Retention	N/A
ASENCIO	GLORIMAR	CLEWISTON	FL	33440	Severance/Retention	N/A
AVILA	ESMERALDA	CLEWISTON	FL	33440	Severance/Retention	N/A
BALTAZAR	EVA	CLEWISTON	FL	33440	Severance/Retention	N/A
BALTAZAR	GENOVEVA	CLEWISTON	FL	33440	Severance/Retention	N/A
BATTON JR	JAMES	LABELLE	FL	33935	Severance/Retention	N/A
BEDOLLA	JAVIER	CLEWISTON	FL	33440	Severance/Retention	N/A
BEDOLLA	ENEDINA	CLEWISTON	FL	33440	Severance/Retention	N/A
BENITEZ	CARLOS	CLEWISTON	FL	33440	Severance/Retention	N/A
BERAZA	ADRIAN	CLEWISTON	FL	33440	Severance/Retention	N/A
BLANCO	DINORA	CLEWISTON	FL	33440	Severance/Retention	N/A
BLENMAN	KENNETH	CLEWISTON	FL	33440	Severance/Retention	N/A
BONILLA	SANTOS	CLEWISTON	FL	33440	Severance/Retention	N/A
BONILLA	ROSA	CLEWISTON	FL	33440	Severance/Retention	N/A
BONILLA-RUIZ	JOSE	CLEWISTON	FL	33440	Severance/Retention	N/A
BROWN	EARNESTINE	CLEWISTON	FL	33440	Severance/Retention	N/A
BRYANT	SHELBY	CLEWISTON	FL	33440	Severance/Retention	N/A
CACERES ROMERO	FRANCISCA	CLEWISTON	FL	33440	Severance/Retention	N/A
CALVET	JORGE	CLEWISTON	FL	33440	Severance/Retention	N/A
CARRINGTON	BARBARA	CLEWISTON	FL	33440	Severance/Retention	N/A
CASTANEDA	MINERVA	CLEWISTON	FL	33440	Severance/Retention	N/A
CASTILLO	ANTONIA	FELDA	FL	33930	Severance/Retention	N/A
CORTEZ	EMILIA	CLEWISTON	FL	33440	Severance/Retention	N/A
CORTEZ	ADRIAN	CLEWISTON	FL	33440	Severance/Retention	N/A
CRUZ	FAUSTINO	CLEWISTON	FL	33440	Severance/Retention	N/A
CRUZ	SUYAPA	CLEWISTON	FL	33440	Severance/Retention	N/A
CRUZ- ALFARO	ROBERTO	CLEWISTON	FL	33440	Severance/Retention	N/A
CRUZ BENITEZ	MARIA	CLEWISTON	FL	33440	Severance/Retention	N/A
DE LA FUENTE	CAMELIA	CLEWISTON	FL	33440	Severance/Retention	N/A
DE SANTIAGO	RAMIRO	CLEWISTON	FL	33440	Severance/Retention	N/A
DENTON	LEPSIE	CLEWISTON	FL	33440	Severance/Retention	N/A
DOMINGUEZ	BETTY	CLEWISTON	FL	33440	Severance/Retention	N/A
DUNAWAY	ROBERT	LABELLE	FL	33975	Severance/Retention	N/A
DYKES	LARRY	CLEWISTON	FL	33440	Severance/Retention	N/A
ESCOBAR	ANTONIO	CLEWISTON	FL	33440	Severance/Retention	N/A
ESCOTO	FELISITO	CLEWISTON	FL	33440	Severance/Retention	N/A
ESCOTO	JUAN	CLEWISTON	FL	33440	Severance/Retention	N/A
ESPINOSA-HERNANDEZ	JAVIER	CLEWISTON	FL	33440	Severance/Retention	N/A
ESPINOZA	ROSA	CLEWISTON	FL	33440	Severance/Retention	N/A
FERNANDEZ	LAURA	CLEWISTON	FL	33440	Severance/Retention	N/A
FILIPONI	ANDREW	CLEWISTON	FL	33440	Severance/Retention	N/A
FLORES	MIGUEL	CLEWISTON	FL	33440	Severance/Retention	N/A
FLORES	SANDRA	CLEWISTON	FL	33440	Severance/Retention	N/A
GARCIA	FRANCISCA	CLEWISTON	FL	33440	Severance/Retention	N/A
GARCIA	MARIA	CLEWISTON	FL	33440	Severance/Retention	N/A
GARCIA	TAJANA	CLEWISTON	FL	33440	Severance/Retention	N/A
GARCIA	TERESITA	CLEWISTON	FL	33440	Severance/Retention	N/A
GARVEY, III	EVERETT	MOORE HAVEN	FL	33471	Severance/Retention	N/A
GAST	TIMOTHY	FORT MYERS	FL	33905	Severance/Retention	N/A
GOMEZ	REINA	CLEWISTON	FL	33440	Severance/Retention	N/A
GONZALEZ	ARMANDO	CLEWISTON	FL	33440	Severance/Retention	N/A
GONZALEZ	ABELINA	CLEWISTON	FL	33440	Severance/Retention	N/A
GONZALEZ	YOLANDA	CLEWISTON	FL	33440	Severance/Retention	N/A
GRANADOS	SANTANA	CLEWISTON	FL	33440	Severance/Retention	N/A
GRANADOS	SANTOS	CLEWISTON	FL	33440	Severance/Retention	N/A
GRANADOS	PASTOR	CLEWISTON	FL	33440	Severance/Retention	N/A

GRANADOS	MARIA	CLEWISTON	FL	33440	Severance/Retention	N/A
GRANADOS	MARIA	CLEWISTON	FL	33440	Severance/Retention	N/A
GRANADOS	LUIS	CLEWISTON	FL	33440	Severance/Retention	N/A
GUAJARDO	FRANCISCO	CLEWISTON	FL	33440	Severance/Retention	N/A
GUERRY	MELVIN	MOORE HAVEN	FL	33471	Severance/Retention	N/A
GUSMAN	MARIA	CLEWISTON	FL	33440	Severance/Retention	N/A
GUZMAN	GILBERTO	MOORE HAVEN	FL	33471	Severance/Retention	N/A
HERNANDEZ	ISMAEL	CLEWISTON	FL	33440	Severance/Retention	N/A
HERNANDEZ	VINDA	CLEWISTON	FL	33440	Severance/Retention	N/A
HERRERA	MAYRA	CLEWISTON	FL	33440	Severance/Retention	N/A
HUERTA	MARIBEL	CLEWISTON	FL	33440	Severance/Retention	N/A
INGRAM III	BRUCE	LEHIGH ACRES	FL	33936	Severance/Retention	N/A
JOSE	CECILIA	CLEWISTON	FL	33440	Severance/Retention	N/A
KICHON	YOMMIL	CLEWISTON	FL	33440	Severance/Retention	N/A
LEON	FRANCISCO	CLEWISTON	FL	33440	Severance/Retention	N/A
LEON CASTELLANO	JOSE	CLEWISTON	FL	33440	Severance/Retention	N/A
LOPEZ	AURORA	CLEWISTON	FL	33440	Severance/Retention	N/A
LOPEZ	PAULINA	CLEWISTON	FL	33440	Severance/Retention	N/A
LOPEZ-CRUZ	JOSE	CLEWISTON	FL	33440	Severance/Retention	N/A
LOZANO	AQUILES	LABELLE	FL	33975	Severance/Retention	N/A
MARTINEZ	ELISABET	CLEWISTON	FL	33440	Severance/Retention	N/A
MARTINEZ	MARIA	CLEWISTON	FL	33440	Severance/Retention	N/A
MARTINEZ	MARIA	MOORE HAVEN	FL	33471	Severance/Retention	N/A
McGHEE	CAROL	CLEWISTON	FL	33440	Severance/Retention	N/A
MEJIA	DIGNA	CLEWISTON	FL	33440	Severance/Retention	N/A
MELENDEZ	FRANCISCA	CLEWISTON	FL	33440	Severance/Retention	N/A
MENDEZ	DAVID	CLEWISTON	FL	33440	Severance/Retention	N/A
MENDEZ	EFRAIN	CLEWISTON	FL	33440	Severance/Retention	N/A
MENDIBURO	JOAQUIN	FT LAUDERDALE	FL	33311	Severance/Retention	N/A
MOORE, JR	JAMES	CLEWISTON	FL	33440	Severance/Retention	N/A
MOTA	FELICITA	CLEWISTON	FL	33440	Severance/Retention	N/A
OLVERA	CARMEN	CLEWISTON	FL	33440	Severance/Retention	N/A
ORTEZ	JOSE	CLEWISTON	FL	33440	Severance/Retention	N/A
ORTIZ	JOSE	CLEWISTON	FL	33440	Severance/Retention	N/A
PACHECO	DALY	CLEWISTON	FL	33440	Severance/Retention	N/A
PANIAGUA	TERESA	CLEWISTON	FL	33440	Severance/Retention	N/A
PANIAGUA	JUANA	CLEWISTON	FL	33440	Severance/Retention	N/A
PEREYRA	CARMEN	CLEWISTON	FL	33440	Severance/Retention	N/A
PEREZ	ISABEL	CLEWISTON	FL	33440	Severance/Retention	N/A
PEREZ	MAYRA	CLEWISTON	FL	33440	Severance/Retention	N/A
PEREZ	ELIZAR	CLEWISTON	FL	33440	Severance/Retention	N/A
PINEDA	LEONEL	FT MYERS	FL	33907	Severance/Retention	N/A
RALIOS	GUILLERMO	CLEWISTON	FL	33440	Severance/Retention	N/A
RAMOS	ANA	CLEWISTON	FL	33440	Severance/Retention	N/A
RAMOS	PRUDENCIO	CLEWISTON	FL	33440	Severance/Retention	N/A
RANGEL	ATANACIO	CLEWISTON	FL	33440	Severance/Retention	N/A
REYES	FRANSISCO	CLEWISTON	FL	33440	Severance/Retention	N/A
REYES	GLADYS	CLEWISTON	FL	33440	Severance/Retention	N/A
RICO	MARIA	CLEWISTON	FL	33440	Severance/Retention	N/A
RIOS	MARIA	CLEWISTON	FL	33440	Severance/Retention	N/A
RIOS ALFARO	ROXANA	CLEWISTON	FL	33440	Severance/Retention	N/A
RIVAS	CARMEN	CLEWISTON	FL	33440	Severance/Retention	N/A
RODRIGUEZ	ALBERTO	CLEWISTON	FL	33440	Severance/Retention	N/A
RUIZ	JOSE	CLEWISTON	FL	33440	Severance/Retention	N/A
RUIZ	BENITA	CLEWISTON	FL	33440	Severance/Retention	N/A
RUIZ	MARIA	CLEWISTON	FL	33440	Severance/Retention	N/A
RUIZ	GLORIA	CLEWISTON	FL	33440	Severance/Retention	N/A
SALMERON	JOSE	CLEWISTON	FL	33440	Severance/Retention	N/A
SALMERON	ROSA	CLEWISTON	FL	33440	Severance/Retention	N/A
SANCHEZ	CLEMENTINA	CLEWISTON	FL	33440	Severance/Retention	N/A
SANTIAGO	FELIX	CLEWISTON	FL	33440	Severance/Retention	N/A
SPARKS	DONALD	CLEWISTON	FL	33440	Severance/Retention	N/A
STAHL	TIMOTHY	MOORE HAVEN	FL	33471	Severance/Retention	N/A
SUTTON	DONALD	ALVA	FL	33920	Severance/Retention	N/A
TAMEZ	JESUS	CLEWISTON	FL	33440	Severance/Retention	N/A
TERRA	RAPHAEL	COCONUT GROVE	FL	33133	Severance/Retention	N/A

TORRES	CAROLINA	CLEWISTON	FL	33440	Severance/Retention	N/A
UMANZOR	ALVA	CLEWISTON	FL	33440	Severance/Retention	N/A
VARGAS	FRANCISCO	CLEWISTON	FL	33440	Severance/Retention	N/A
VARGAS	ALEJANDRA	CLEWISTON	FL	33440	Severance/Retention	N/A
VASQUEZ	ROSA	CLEWISTON	FL	33440	Severance/Retention	N/A
VASSELL	ERIC	CLEWISTON	FL	33440	Severance/Retention	N/A
VEGA	FIDELINA	CLEWISTON	FL	33440	Severance/Retention	N/A
VELASQUEZ	HILARIO	CLEWISTON	FL	33440	Severance/Retention	N/A
VELASQUEZ	MARIO	CLEWISTON	FL	33440	Severance/Retention	N/A
WALKER	THOMAS	CLEWISTON	FL	33440	Severance/Retention	N/A
WESTON	MARY	CLEWISTON	FL	33440	Severance/Retention	N/A
ZAPATA	GUSTAVO	CLEWISTON	FL	33440	Severance/Retention	N/A



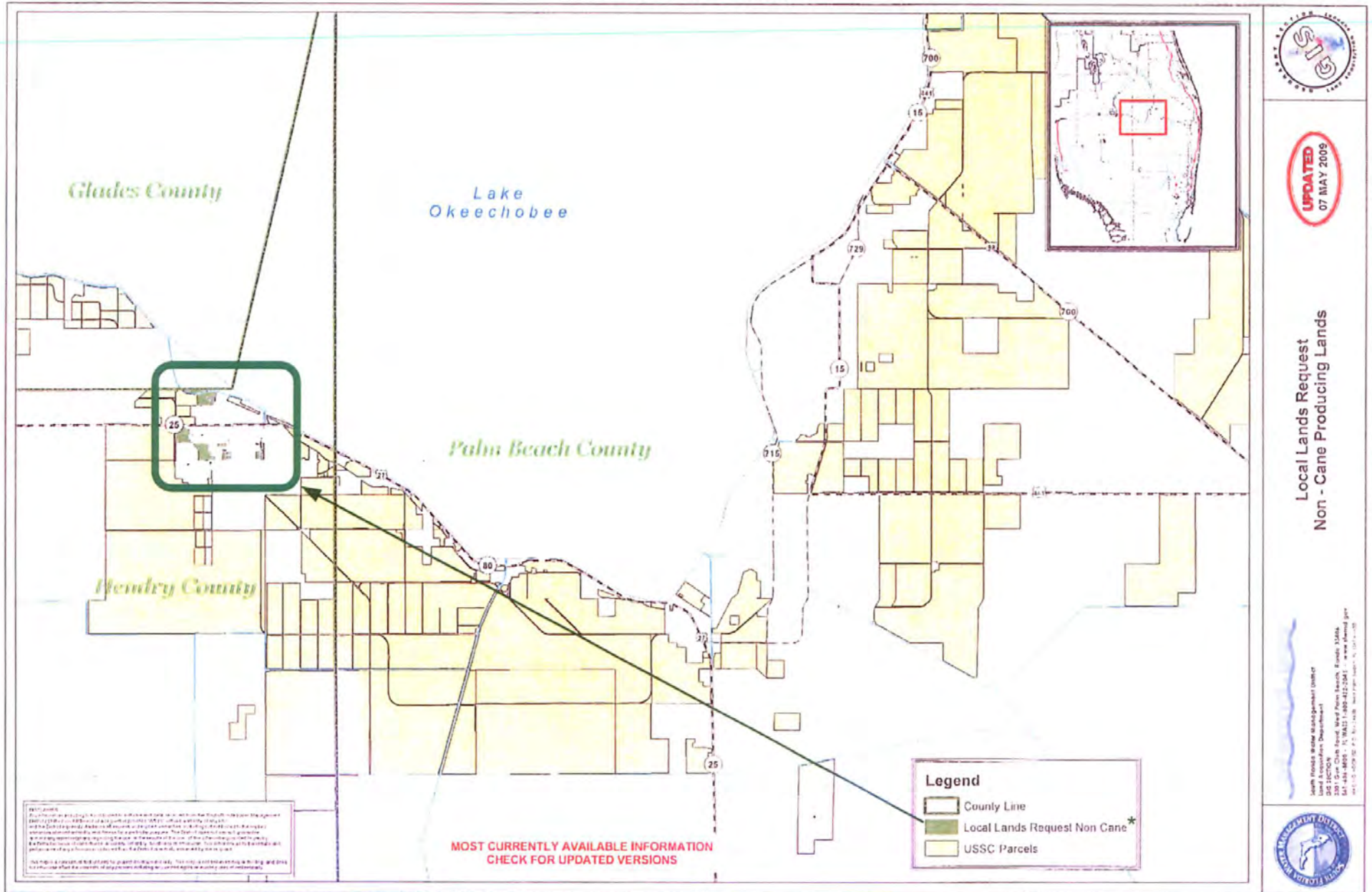
EXHIBIT 19.e-1

NON-SUGAR CANE ACREAGE EXCLUDED FROM LEASE



EXHIBIT 19.E-1 – NON-SUGAR CANE ACREAGE

Excluded From Lease



* Darkly shaded areas in box

EXHIBIT 19.e-2

LEASE

[SEE ATTACHED]



EXHIBIT 19.f.ii

TENANT ESTOPPEL CERTIFICATE

**TO: SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. Box 24680
West Palm Beach, FL 33416-4680**

RE: Tenant: _____, as Tenant of those
certain properties described as _____
_____ (the "Premises") pursuant to a Lease (the
"Lease") dated _____, with
_____, Landlord

This is to advise the South Florida Water Management District ("SFWMD") that the undersigned Tenant(s), (whether one or more, hereinafter referred to as the "undersigned") is the Tenant of the above-described Premises pursuant to the Lease. The undersigned understands that the SFWMD has agreed to purchase the real property containing the Premises. It is the undersigned's further understanding that the SFWMD will receive an assignment of the Landlord's interest in and to the Lease at Closing.

The SFWMD has requested that the undersigned confirm certain facts relative to the undersigned's occupancy and possession of the Premises and any rights or interest the undersigned may have in and to the Premises. Accordingly, the undersigned hereby confirms and certifies to the SFWMD the following facts with full knowledge that the SFWMD will rely thereon in purchasing the Premises:

1. The undersigned is the Tenant of the Premises under the Lease.
2. The Lease is current and in good standing and not in default as to either the obligation of the undersigned and/or the Landlord as of this date.
3. The Lease is in full force and effect and as of this date the undersigned is not entitled to any credit, offset or deduction in rent and has no claim against the Landlord for damages or other form of relief.
4. The Lease term expires on _____.
5. The undersigned has not been granted any option or right of first refusal to purchase the Premises or any portion thereof and has not been granted concessions of free rent.
6. The undersigned's rental payment is currently in the monthly amount of \$_____ plus \$_____ for sales tax and is payable in advance on the _____ day of each month. The undersigned last made a rental payment on _____, which payment was in the



amount of \$ _____ and constituted payment of rent for the month of _____.

7. The undersigned has not prepaid any rent.
8. The current balance of the undersigned's security deposit is: \$ _____.
9. The Premises are in good condition and repair and the Landlord is not currently obligated to make any repairs.
10. The undersigned has an option to extend this Lease for an additional _____, _____-year period(s) which option(s) **[please circle one:]** (have)(have not) been exercised.

Dated this _____ day of _____, 200 _____.

Witnesses:

Print: _____

Print _____

Tenant:

By: _____

Print: _____

By: _____

Print: _____



EXHIBIT 21.c.iv

REMEDATION ACCESS AGREEMENT

United States Sugar Corporation, a Delaware corporation, SBG Farms, Inc., a Florida corporation and Southern Gardens Groves Corporation, a Florida corporation (collectively, "Seller") and South Florida Water Management District, a State agency created under Chapter 373, Florida Statutes ("Buyer") have entered into that certain Amended and Restated Agreement for Sale and Purchase dated _____ ("Agreement") (unless otherwise defined herein, all capitalized terms used in this Remediation Access Agreement (the "Access Agreement") shall have the meanings ascribed to them in the Agreement) for the sale of the Premises, as more particularly described therein. The Closing has occurred under the Agreement and Seller has requested access to the Premises from and after the Lease Termination Date in order to perform any Additional Remediation under **Section 21** of the Agreement, if any ("Seller's Obligations"), and Buyer has consented to providing such access, in accordance with the terms of the Agreement. In connection therewith, Seller and Buyer agree as follows:

1. **Insurance.** Before being granted access to the Premises, Seller shall deliver to Buyer a certificate of insurance, or complete copies of policies, if requested in writing, in form reasonably acceptable to Buyer, demonstrating that Seller, and its agents and/or contractors carry commercial general liability insurance, in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury and property damage liability, which certificate shall name Buyer as an additional insured thereunder.
2. **Access and Inspections.** Buyer hereby agrees to allow Seller and its agents, employees, and contractors to enter the Premises as limited by the terms of this Access Agreement. Seller, its agents, employees, or contractors shall have access to the Premises on the terms set forth in the Agreement (subject to compliance with **Section 1**



above, if applicable) for the purposes of performing Seller's Obligations, which shall include, without limitation: any investigation, study, sampling, testing, abatement, construction, cleanup, removal, remediation, or other action reasonably required in order for Seller to complete the Seller's Obligations pursuant to the terms of the Agreement. Seller shall provide at least forty-eight (48) hours prior written notice to Buyer requesting such access, which written request shall specify the time and manner of such activities which are scheduled to occur during such access. Buyer shall have the right to have a representative accompany Seller, its agents, employees, or contractors during all such access or activities. All activities by the undersigned shall be conducted in such a manner so as (i) not to cause any lien or claim of lien to exist against the Premises, (ii) not to unreasonably interfere with the operation of the Premises and the business of Buyer and its tenants and occupants; and (iii) at all times to comply with all of Buyer's or its tenant's safety standards and requirements. The rights granted to Seller in this **Section 2** shall expire on the completion of the Seller's Obligations. In the event of any default by Seller, including Seller's non-compliance with the terms and conditions of **Section 21** of the Agreement, after expiration of applicable grace and notice periods, Buyer may, by notice to Seller, immediately terminate the license granted hereunder.

3. **Indemnity.** Seller shall indemnify, defend and hold Seller harmless from and against any personal injury, loss, damage, cost or expense (including reasonable attorneys fees and costs) incurred by Buyer as a result of or arising out of Seller's and its agents and contractors access to the Premises and to restore the Premises to its condition, to the extent reasonably practicable, prior to such access (it being understood that the foregoing indemnity and obligation to restore and repair the Premises shall specifically survive any termination of this Access Agreement). Such indemnity does not include conditions caused solely by Buyer's own use or operation of the Premises or Buyer's own negligence.

4. **No Assignment.** The grant of access provided herein to the undersigned shall be non-assignable and shall not confer any estate, title or possessory rights in the Premises to undersigned.



5. **Due Authorization and Execution.** Buyer represents and warrants to Seller and Seller represents and warrants to Buyer that each has the right, power, legal capacity and authority to enter into and perform its obligations under this Access Agreement, and that this Access Agreement constitutes the valid and legally binding obligation of Buyer and Seller enforceable in accordance with its terms.

6. **Modification.** This Access Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by Buyer and Seller.

7. **Governing Law.** The parties hereto do hereby agree that this Access Agreement and the rights and obligations of the parties hereto shall be governed by the laws and jurisdiction of the State of Florida.

8. **Miscellaneous.** Except as otherwise stated herein, this Access Agreement is governed by all the terms and conditions of **Section 21** of the Agreement.

IN WITNESS HEREOF, the parties have duly executed this Agreement as of the date first set forth below.

Witnessed by:

SELLER:

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 26.a

OPTION PROPERTY DESCRIPTION

*To be replaced with legal description set forth in the final Survey



EXHIBIT 26.i

PROVISIONS FOR NEW LEASE

- I. Section 2.A of the Lease shall be revised to insert any then existing uses of the Option Property, including, without limitation, any permitted uses under any then existing leases.
- II. Section 3 of the Lease shall be revised to provide that the Lease Term shall terminate on the date which is the next occurring May 1st [*or July 1st as to Citrus*] that follows the twentieth (20th) anniversary of the Closing Date under the Agreement for Sale and Purchase.
- III. Section 4.B.(1) of the Lease will not be included in the New Lease.
- IV. Section 5 of the New Lease shall reflect that the initial Rent as of the Commencement Date thereof will be Fair Market Rent, and thereafter shall be adjusted to Fair Market Rent on every third anniversary of the New Lease Commencement Date and adjusted annually in accordance with Section 5.F. of the Lease.
- V. Applicable Best Management Practices that are identified in the Lease to be effective when the Option Property is acquired pursuant to the Option shall be made applicable to the Premises and the Option Property.



EXHIBIT 28.0

MEMORANDUM OF AGREEMENT

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

**MEMORANDUM OF AGREEMENT
(Concerning Purchase Option and Right of First Refusal)**

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is dated as of _____, 20__ (the "Effective Date") among **UNITED STATES SUGAR CORPORATION**, a Delaware corporation ("Parent"), whose mailing address is _____, **SBG FARMS, INC.**, a Florida corporation ("SBG"), whose mailing address is _____ and **SOUTHERN GARDENS GROVES CORPORATION**, a Florida corporation ("SGGC"), whose mailing address is _____, (SBC and SGGC together with Parent, individually and collectively, the "**OPTIONOR**"), and the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation created under Chapter 373 of the Florida Statutes, as **OPTIONEE** (together with its successors and assigns, "**OPTIONEE**"), whose mailing address is _____.

Optionor and Optionee hereby certify as follows:

1. Optionor and Optionee have entered into that certain Amended and Restated Agreement for Sale and Purchase (the "**Agreement**"), dated as of _____, pursuant to which Optionor has granted to Optionee certain purchase option rights and right of first refusal rights concerning the Option Property described in Exhibit A attached hereto, upon the terms and subject to the conditions set forth in the Agreement (the "**Option**") (all capitalized terms used but not defined herein shall have the meanings assigned to the same in the Agreement).

2. The Option shall terminate if not exercised on or before [INSERT DATE], 20__, unless sooner terminated in accordance with the terms of the Agreement.



3. The covenants and agreements of Optionor under the Agreement are covenants running with the land and shall be binding upon Optionor and Optionor's successors and permitted assigns.

4. Optionor and Optionee enter into this Memorandum, which is to be recorded in the land record office of [INSERT COUNTIES] County, Florida, in order that third parties may have notice of the Agreement. This Memorandum shall not supersede or in any way modify the terms or conditions of the Agreement, or be used in interpreting the Agreement.

5. This Memorandum of Agreement shall be: (i) at all times subject and subordinate to any and all mortgages, deeds of trust, trust indentures, or other instruments evidencing a security interest upon the Option Property, which may now or hereafter affect any portion of the Option Property (subject, nonetheless to Optionor's obligation under the Option Purchase Agreement to satisfy or discharge any such instrument upon the closing of the acquisition of the Option Property by Optionee); (ii) during the Exclusive Period (i.e., the period commencing from the Effective Date through the date that is immediately prior to the third (3rd) anniversary thereof), subject and subordinate to the leases permitted under the terms of the Agreement (whether of record or not) and other matters of record entered into from and after the Closing, all as to the Option Property, and (iii) during the Non-Exclusive Period (i.e., the period commencing upon the third (3rd) anniversary of the Effective Date through the tenth (10th) anniversary thereof), subject and subordinate to any and all leases (whether of record or not) and other matters of record entered into from and after the commencement of such Non-Exclusive Period, all as to Option Property. Without limiting the automatic effectiveness of the foregoing subordination, within forty-five (45) days after written request by Optionor, Optionee hereby agrees to execute and deliver a subordination agreement, in form and substance reasonably acceptable to Optionee and Optionor, evidencing such subordination.



IN WITNESS WHEREOF, Optionor and Optionee have caused this Memorandum to be executed as of the Effective Date.

Signed, sealed and delivered in the

OPTIONOR:

Presence of:

UNITED STATES SUGAR
CORPORATION,

a Delaware corporation

Print Name: _____

Witness

By: _____

Print Name:
Its

Print Name: _____

Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, 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: _____



Signed, sealed and delivered in the

Presence of:

SBG FARMS, INC., a Florida corporation

Print Name: _____

By: _____

Print Name: _____

Its _____

Witness

Print Name: _____

Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____, as _____ of SBG Farms, Inc., a Florida 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: _____

Signed, sealed and delivered in the

Presence of:

SOUTHERN GARDENS GROVES

CORPORATION, a Florida corporation

Print Name: _____

By: _____

Witness

Print Name: _____

Its

Print Name: _____

Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____, as _____ of Southern Gardens Groves Corporation, a Florida 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: _____



Signed, sealed and delivered in the

Presence of:

OPTIONEE:

Print Name: _____

Witness

Print Name: _____

Witness

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

By: _____

Print Name: _____

Its

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 2009, 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: _____

