

**Exhibits**

Exhibit A-1	Legal Descriptions of Premises
Exhibit A-2	Property to be Retained by Seller
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	Lease
Exhibit 19.f.ii	Tenant Estoppel Certificate
Exhibit 21.c.iv	Remediation Access Agreement

A handwritten signature in black ink, appearing to be "DDN" with a vertical line extending upwards from the right side.

**EXHIBIT A-1**

**LEGAL DESCRIPTIONS OF PREMISES**

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

DESCRIPTION OF PARCEL 1 NORTH OF WEST PALM BEACH CANAL AND SOUTH OF L-8 IN THE TOWNSHIPS WEST OF THE 38-39 RANGE LINE.

(ORB 18394, Pg 1057)

Tracts 60 and 61 of Lake View Colony, a subdivision in Section 23, Township 41 South, Range 37 East, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 1, at page 94.

**TOGETHER WITH,**

(ORB 18394, Pg 1060-1061)

The Southwesterly 95 feet (28.956 meters) of the 500 foot (152.400 meters) wide right of way for South Florida Water Management District's Levee 8 in Sections 21, 22, 25, 26, 27, 35 and 36, Township 41 South, Range 38 East being specifically described as follows:

From the Northeast (NE) corner of said Section 21 bear South 89°48'24" West, along the North line of said Section 21, a distance of 82.28 feet (25.079 meters) to the POINT OF BEGINNING;

Thence, continue South 89°48'24" West, along said North line, a distance of 134.63 feet (41.035 meters) to a point on the Southwesterly Right of Way line of said Levee 8;

Thence, South 45°18'43" East, along said Right of Way line, a distance of 305.78 feet (93.202 meters) to a point on the East line of said Section 21;

Thence, continue South 45°18'43" East, along said Right of Way line, a distance of 7175.31 feet (2187.039 meters) to a point on the North line of said Section 27;

Thence, continue South 45°18'43" East, along said Right of Way line, a distance of 298.81 feet (91.077 meters) to a point on the East line of said Section 27;

Thence, continue South 45°18'43" East, along said Right of Way line, a distance of 1065.94 feet (324.899 meters);

Thence, South 45°37'04" East, continuing along said Right of Way line, a distance of 6143.41 feet (1872.515 meters) to a point on the North line of said Section 35;

Thence, continue South 45°37'04" East, along said Right of Way line, a distance of 175.06 feet (53.358 meters) to a point on the East line of said Section 35;

Thence, continue South 45°37'04" East, along said Right of Way line, a distance of 4589.42 feet (1398.858 meters); Thence, South 45°32'40" East, continuing along said Right of Way line, a distance of 2753.99 feet (839.418 meters) to a point on the South line of said Section 36;

Thence, North 89°46'37" East, along said South line, a distance of 46.8 feet (14.265 meters) to the Southeast (SE) corner of said Section 36;

Thence, North 0°14'20" West, along the East line of said Section 36, a distance of 87.35 feet (20.624 meters); Thence, North 45°32'40" West, along a line that is 95 feet (28.956 meters)

Northeasterly of parallel with, and as measured at right angles to the Southwesterly Right of Way line of said Levee 8, a distance of 2725.89 feet (830.853 meters);

Thence, North 45°37'04" West, continuing along said parallel line, a distance of 4668.05 feet (1422.824 meters) to a point on the North line of said Section 36; said point bears South 89°51'04" East, a distance of 10.58 feet (3.225 meters) from the Northwest (NW) corner of said Section 36;

Thence, continue North 45°37'04" West, along said parallel line, a distance of 14.84 feet (4.523 meters) to a point on the East line of said Section 26; said point bears North 0°08'06" West, a distance of 10.35 feet (3.155 meters) from the Southwest (SW) corner of said Section 25;

Thence, continue North 45°37'04" West, along said parallel line, a distance of 6224.81 feet (1897.326 meters); Thence, North 45°18'43" West, continuing along said parallel line, a distance of 1160.78 feet (353.806 meters) to a point on the East line of said Section 27; said point bears South 0°20'23" East, a distance of 77.22 feet (23.537 meters) from the Northeast (NE) corner of said Section 27;

Thence, continue North 45°18'43" West, along said parallel line, a distance of 109.03 feet (33.232 meters) to a point on the North line of said Section 27; said point bears South 89°35'39" West, a distance of 77.06 feet (23.488 meters) from the Northeast (NE) corner of said Section 27;

Thence, continue North 45°18'43" West, along said parallel line, a distance of 7364.39 feet (2244.671 meters) to a point on the East line of said Section 21, said point bears South 0°07'38" East, a distance of 81.85 feet (24.948 meters) from the Northeast (NE) corner of said Section 21;

Thence, continue North 45°18'43" West, along said parallel line, a distance of 116.00 feet (35.357 meters) to the POINT OF BEGINNING.

**TOGETHER WITH,**

(ORB 18394, Pg 1062)

That part of the S 1/2 of the S 1/2 of Section 10, Township 41 South, Range 37 East, lying east of the east right-of-way line of Conners Highway, and adjacent to the west line of Section 11, Township 41 South, Range 37 East, and the S 1/2 of the S 1/2 of Section 11, Township 41 South, Range 37 East, less easement for right-of-way granted to Central and Southern Florida Flood Control District across said Sections 10 and 11 by Easement Deed, dated December 30, 1950, filed February 27, 1951, and recorded in Deed Book 934, at page 482, of the Public Records of Palm Beach County, Florida.

**TOGETHER WITH,**

(ORB 18394, Pg 1063)

All of Section 13, Township 41 South, Range 37 east, less Approximately two (2) acres conveyed to USSC out of said Section 13 by Special Warranty Deed, dated February 5, 1945, filed February 6, 1945, and recorded in Deed Book 707, at page 334, of the Public Records of Palm Beach County, Florida .

All that part of the North 2,454.2 feet of the N 1/2 of Section 14, Township 41 South, Range 37 East, lying east of Conners Highway as said highway is now located and constructed over said land, excepting, however, that part of the N 1/2 of the NW 1/4 of said Section 14 beginning at the intersection of the north line of said Section 14 with the east line of Conners Highway; thence North 89°33' East, 2,640.90 feet to the northeast corner of said NW 1/4; thence South 0°27' East along the east line of said NW 1/4, 1,218.90 feet; thence South 89°13' West, 2491.13 feet to the east line of Conners Highway; thence North 7°23' West along the east line of Conners Highway, 1,242.80 feet to a point of beginning, according to the survey by Karl Riddle of the N 1/2 of said Section 14, and Plat thereof, recorded in Plat Book 20, page 10 of the Public Records of Palm Beach County, Florida,

**TOGETHER WITH,**

(ORB 18394, Pg 1063)

All of Section 13, Township 41 South, Range 37 east, less Approximately two (2) acres conveyed to USSC out of said Section 13 by Special Warranty Deed, dated February 5, 1945, filed February 6, 1945, and recorded in Deed Book 707, at page 334, of the Public Records of Palm Beach County, Florida .

All that part of the North 2,454.2 feet of the N 1/2 of Section 14, Township 41 South, Range 37 East, lying east of Conners Highway as said highway is now located and constructed over said land, excepting, however, that part of the N 1/2 of the NW 1/4 of said Section 14 beginning at the intersection of the north line of said Section 14 with the east line of Conners Highway; thence North 89°33' East, 2,640.90 feet to the northeast corner of said NW 1/4; thence South 0°27' East along the east line of said NW 1/4, 1,218.90 feet; thence South 89°13' West, 2491.13 feet to the east line of Conners Highway; thence North 7°23' West along the east line of Conners Highway, 1,242.80 feet to a point of beginning, according to the survey by Karl Riddle of the N 1/2 of said Section 14, and Plat thereof, recorded in Plat Book 20, page 10 of the Public Records of Palm Beach County, Florida,

**TOGETHER WITH,**

(ORB 18394, Pg 1064)

A strip of land in Section 18, Township 41 South, Range 38 East, adjoining the west line of said Section, namely, the Range Line as established Between U.S. General Land Office northwest corner and the U.S. General Land office southwest corner of said Township, and extending eastward to the center line of an ambankment\* within Section 18; said strip being 80 feet, more or less, in width near the south end and being 40 feet, more or less in width at the north end, and said strip being an occupational extension of the usage of adjoining Section 13 of adjoining Township 41 South, Range 37 East, Palm Beach County, Florida.

\*

spelling incorrect **embankment**

**TOGETHER WITH,**

(ORB 18394, Pg 1066-1067)

**PARCEL NO. 1:**

A tract of land in Section 14, Township 41 South, Range 37 East, Palm Beach County, Florida, more particularly described as follows:

Beginning at the intersection of the South line of the "Survey of N 1/2 of Section 14, Township 41 South, Range 37 East, lying east of Conners Highway", according to the plat thereof recorded in Plat Book 20, Page 10, Public Records of Palm Beach County, Florida, with the easterly right of way line of U.S. Highway No. 441 (Conners Highway) as said right of way line is shown on right-of-way map recorded in Plat Book 16, page 58; thence North  $89^{\circ}33'0''$  East along above described south line, a distance of 4827.45 feet; thence South  $0^{\circ}18'46''$  East, a distance of 2134.81 feet; thence South  $88^{\circ}0'58''$  West a distance of 4646.41 feet to a point in said easterly right of way line of said U.S. Highway No. 441, said point being in the arc of a curve concave to the west and having a radius of 2897.93 feet and whose tangent at this point makes an angle with the preceding course, measured from east to north, of  $81^{\circ}06'37''$ ; thence northerly along the arc of said curve being said easterly right of way line of U.S. Highway No. 441, and through an angle of  $6^{\circ}37'26''$ , a distance of 335.03 feet to the end of said curve; thence North  $0^{\circ}16'55''$  East along said right of way line and tangent to said curve, a distance of 841.10 feet to the beginning of a curve concave to the West having a radius of 1943.08 feet and a central angle of  $19^{\circ}31'55''$ ; thence northerly along the arc of said curve, a distance of 662.39 feet to the end of said curve; thence North  $19^{\circ}15'0''$  West along the tangent to said curve, a distance of 74.45 feet to the beginning of a curve concave to the east and having a radius of 1877.08 feet; thence northerly along the arc of said curve and through an angle of  $11^{\circ}23'08''$ , a distance of 373.0 feet to the Point of Beginning.

**PARCEL NO. 2:**

A tract of land in Section 14, Township 41 South, Range 37 East, Palm Beach County, Florida, more particularly described as follows:

Beginning at the intersection of the South line of the "Survey of N 1/2 of Section 14, Township 41 South, Range 37 East, lying east of Conners Highway", according to the plat thereof recorded in Plat Book 20, Page 10, Public Records of Palm Beach County, Florida, with the easterly right of way line of U.S. Highway No. 441 (Conners Highway) as said right of way line is shown on right-of-way map recorded in Plat Book 16, page 58; thence North  $89^{\circ}33'0''$  East along above described south line, a distance of 4827.45 feet; thence North  $0^{\circ}18'46''$  West, a distance of 185 feet; thence South  $89^{\circ}33'0''$  West a distance of 4850.45 feet to a point in said easterly right of way line of said U.S. Highway No. 441; thence South  $7^{\circ}23'0''$  East along said easterly right of way line, a distance of 170.61 feet to the beginning of a curve concave to the East having a radius of 1877.08 feet; thence southerly along the arc of said curve, and through an angle of  $0^{\circ}28'52''$ , a distance of 15.76 feet to the Point of Beginning.

**TOGETHER WITH,**



(ORB 18394, Pg 1068)

S 1/2 of Section 14, Township 41 South, Range 37 East, lying East of the East right-of-way line to U.S. Highway 441 (Conners Highway).

**TOGETHER WITH,**

(ORB 18394, Pg 1069)

A strip of land 36 feet in width lying parallel and contiguous to the westerly toe of the levee as constructed and maintained by the Pelican Drainage District, and extending in a North-South direction throughout the N 1/2 of NE 1/4 of Section 23, Township 41 South, Range 37 East, Palm Beach County, Florida.

**TOGETHER WITH,**

(ORB 18394, Pg 1070)

All that part of the South 234.65 feet of the North 1/2 of Section 14, Township 41 South, Range 37 East, according to a survey by Karl Riddle and plat thereof recorded in Plat Book 20, page 10, Palm Beach County Records, excepting therefrom that certain tract of land conveyed by Atlantic National Bank of West Palm Beach,, Thomas M. Chastain and Edgar W. Jackson, as executors of the Estate of Robert Lee Chastain, Deceased, to Bessemer Properties, Incorporated, bearing date August 14, 1964, and recorded in the public records of Palm Beach County, Florida, in Official Record Book 1110, page 512, which tract of land as herein excepted, is more particularly described as follows:

BEGINNING at the intersection of the South line of the "Survey of N 1/2 of Section 14, Township 41 South, Range 37 East, lying east of Conners Highway", according to the plat thereof recorded in Plat Book 20, Page 10, Public Records of Palm Beach County, Florida, with the easterly right-of-way line of U.S. Highway No. 441 (Conners Highway) as said right-of-way line is shown on right-of-way map recorded in Plat Book 16, page 58; thence North 89°33'0" East along above described south line, a distance of 4827.45 feet; thence North 0°18'46" West, a distance of 185 feet; thence South 89°33'0" West a distance of 4850.45 feet to a point in said easterly right-of-way line of U.S. Highway No. 441; thence South 7°23'0" East along said easterly right-of-way line, a distance of 170.61 feet to the beginning of a curve concave to the east and having a radius of 1877.08 feet; thence southerly along the arc of said curve and through an angle of 0°28'52", a distance of 15.76 feet to the Point of Beginning.

**TOGETHER WITH,**

(ORB 18394, Pg 1071)



The North Eighty-Eight (88) feet of the Northeast Quarter (NE 1/4) of Section Fourteen (14), Township Forty-One (41) South, Range Thirty-Seven (37) East, situated in Palm Beach County, Florida;

**TOGETHER WITH,**

(ORB 18394, Pg 1073)

All of that certain piece, parcel or tract of land situate, lying and being in the North half of the Northwest quarter (N1/2 NW 1/4) of Section 14, Township 41 South, Range 37 East, Palm Beach County, Florida, and more particularly described as follows, to-wit:

Beginning at an iron pin at the point of intersection of North line of Section 14, Township 41 South, Range 37 East, Palm Beach County, Florida, with the East right-of-way line of Conners Highway, said point located North 89°33' East 0.40 feet from the Northwest corner of said Section 14 and running along the said section line, which is also the center line of a county road, North 89°33' East 2640.90 feet, to the Northeast corner of the Northwest quarter of said section, thence South 00°27' East 1218.90 feet along a ditch to its point of intersection with another ditch; thence along said other ditch South 89°13' West 2491.13 feet to a point on the East right-of-way line of Conners Highway; thence running along said East right-of-way line North 07°23' West 1242.80 feet to its point of intersection with the North line of said Section 14, the point of beginning according to survey of the N 1/2 of said Section 14 by Karl Riddle and Plat thereof recorded in Plat Book 20 at Page 10 of the Public records of Palm Beach County, Florida,

**TOGETHER WITH,**

(ORB 18394, Pg 1074)

Tracts 55, 56 and 57, Lake View Colony, being a subdivision of Section 23, Township 41, Range 37 according to the plat thereof on file in the office of the Circuit Clerk of Palm Beach County.

**TOGETHER WITH,**

(ORB 18394, Pg 1075)

Tract 54 of Lake View Colony, a subdivision of Section 23, Township 41 South, Range 37 East, according to the plat of said subdivision on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 1 at page 94.

**TOGETHER WITH,**

(ORB 18394, Pg 1076)

Tracts Forty-Nine (49) Fifty (50) Fifty-One (51) Fifty-Two (52) and Fifty-Three (53) Lake View Colony, being a subdivision of Section Twenty-Three (23) Township Forty-One (41) South,

Range Thirty-Seven (37) East, according to Plat thereof recorded in Plat Book One, Page 63, in the office of the Clerk of the Circuit Court of Palm Beach County.

**TOGETHER WITH,**

(ORB 18394, Pg 1077)

Tracts 7 and 25, LAKE VIEW COLONY, according to the Plat thereof on file in the office of the Clerk of the Circuit Court for Palm Beach County, Florida, recorded in Plat Book 1, Page 94, Section 23, Township 41 South, Range 37 East.

**TOGETHER WITH,**

(ORB 18394, Pg 1078)

Tracts 4, 5, 24, 25, 26 of Lake View Colony, a subdivision of Section 23, Township 41 South, Range 37 East, according to Plat thereof recorded in Plat Book 1, Page 94, of the Public Records Palm Beach County, Florida

**TOGETHER WITH,**

(ORB 18394, Pg 1079)

Tracts 27, 28 and 29, of Lake View Colony, a subdivision of Section 23, Township 41 South, Range 37 East, in Palm Beach County, Florida according to plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 1, Page 94, Subject to all outstanding Everglades Drainage taxes.

**TOGETHER WITH,**

(ORB 18394, Pg 1080)

Tracts Thirty (30), Thirty-One (31), Fifty-Eight (58) and Fifty-Nine (59), Lake View Colony, being a subdivision of Section 23, Township 41 South, Range 37 East, according to Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 1, Page 94

**TOGETHER WITH**


(ORB 18394, Pg 1081)

The South Half (S 1/2) of Section 24, Township 41 South, Range 37 East, Palm Beach County, Florida.

**TOGETHER WITH,**

(ORB 18394, Pg 1082)

All of Section Twenty Six (26), Township Forty One (41) South, Range Thirty Seven (37) East, according to the Public Survey





EXCEPT the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 26, Township 41 South, Range 37 East.

**TOGETHER WITH,**

(ORB 18394, Pg 1083)

That strip of land in the East side of Section 27, Township 41 South, Range 37 East, lying East of the Pelican Lake Sub-Drainage District pump canal, running in a Northerly and Southerly direction, immediately West of the Eastern Boundary of said Section 27 and joining Section 26, Township 41 South, Range 37 East on the West, right of way of the West Palm Beach Canal to the point of beginning.

**TOGETHER WITH,**

(ORB 18394, Pg 1084)

The North Half (N 1/2) of Section 35, Township 41 South, Range 37 East,

**TOGETHER WITH,**

(ORB 18394, Pg 1085)

The South Half (S 1/2) of Section 35, Township 41 South, Range 37 East.

**TOGETHER WITH,**

(ORB 18394, Pg 1086)

All of Section Thirty Six (36), Township Forty One (41) South, Range Thirty Seven (37) East, according to the Public Survey

**TOGETHER WITH,**

(ORB 18394, Pg 1087)

The NE 1/4 of the SW 1/4 of the NE 1/4; the NW 1/4 of the SW 1/4 of the NW 1/4; and the SW 1/4 of the SE 1/4 of the SE 1/4, all in Section 1, Township 42 South, Range 37 East,

**TOGETHER WITH,**

(ORB 18394, Pg 1088)

NW 1/4 of SW 1/4 of SE 1/4, Sec. 1, Twp. 42, Rge. 37.

**TOGETHER WITH,**

(ORB 18394, Pg 1089)

Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section One (1), Township Forty-Two (42) South, Range Thirty-Seven (37) East, in Palm Beach County, Florida;

**TOGETHER WITH**

(ORB 18394, Pg 1091)

(NE 1/4) Northeast Quarter of the (SE 1/4) Southeast Quarter of the (NW 1/4) Northwest Quarter of Section (1) One, Township (42) forty-two South Range (37) Thirty-seven East,

**TOGETHER WITH,**

(ORB 18394, Pg 1095)

N 1/2 of NE 1/4 of NE 1/4 of NE 1/4 of Section 12, Township 42 South, Range 37 East, except right of way for canals, Palm Beach County, Florida.

**TOGETHER WITH,**

(ORB 18394, Pg 1096)

Lots 1 and 2, Section 11, Township 42 South, Range 37 East

**TOGETHER WITH,**

(ORB 18394, Pg 1099)

Section 12 in Township 42 South, Range 37 East, lying North and East of the West Palm Beach Canal, excepting therefrom the North half (N 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4).

**TOGETHER WITH,**

(ORB 18394, Pg 1100)

The Southeast quarter (SE 1/4) of the Northeast quarter (NE 1/4) of the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) of the Southwest quarter (SW 1/4) of the Northeast quarter (NE 1/4) in Section 1, Township 42 South, Range 37 East.

**ALSO**

That part of the Northeast quarter (NE 1/4) of the Northeast quarter (NE 1/4) of the Northeast quarter (NE 1/4) in Section 13, Township 42 South, Range 37 East, lying north and east of the right of way of the West Palm Beach Canal.



**TOGETHER WITH,**

(ORB 18394, Pg 1110-1111)

A tract or parcel of land lying and being situated within Sections 13 and 24, Township 41 South, Range 37 East, Palm Beach County, Florida, which tract or parcel is more particularly described as follows:

From the U.S. General Land Office pipe marking the northeast corner of Township 41 South, Range 37 East run S 0°13'00" W along the Range line between Ranges 37 and 38 East, said Range Line being a straight line between the aforementioned U.S. General Land Office pipe and a like monument marking the southeast corner of the Township, a distance of 15,846.54 feet more or less to a railroad rail monument marking the northeast corner of the tract herein described and a point of beginning.

From the above described point of beginning run S 89°41'11" W along the north line of said tract a distance of 4,972.35 feet to a point 10 feet more or less east of the east toe of slope of the Pelican Lake Sub-Drainage District's east levee; thence run N 0°18'49" W, perpendicular to the last mentioned course, a distance of 190.00 feet to a point in similar relation to said levee; thence run N 41°00'00" W a distance of 120.00 feet to a point in similar relation to said levee; thence run S 89°41'11" W a distance of 229.55 feet to a point at the north toe of slope of the Pelican Lake Sub-Drainage District's north levee; thence run S 0°08'23" W a distance of 281.02 feet to a railroad rail monument marking the northeast corner of Section 23, T. 41 S., R. 37 E.; thence run S 0°08'23" W along the Section Line between Sections 23 and 24 a distance of 2,641.09 feet to a railroad rail monument; thence continue S 0°08'23" W along said Section line a distance of 330 feet more or less to an intersection with the westward projection of the south bank of a ditch which ditch is the south boundary of the property herein described; thence run N 89°49'38" E along said westward projection of and south bank of said ditch a distance of 5,276.25 feet more or less to the hereinabove described Range Line; thence run N 0°13'00" E along said Range Line a distance of 343 feet more or less to a railroad rail monument; thence continue N 0°13'00" E along said Range Line a distance of 2,641.09 feet to the point of beginning.

**TOGETHER WITH,**

(ORB 18394, Pg 1128)

All those parts of Sections 8, 16 and 17, Township 41 South, Range 38 East, lying South and West of the centerline of easement for Central and Southern Flood Control District's Levee L-8, together with all improvements thereon, including pump houses, pumps and other drainage or irrigation equipment owned by Grantor.

**TOGETHER WITH,**

(ORB 18394, Pg 1129)

All of the North Half (N 1/2) of Section 6, Township 42 South, Range 38 East,

**TOGETHER WITH,**

(ORB 18394, Pg 1130)

The SE 1/4 of Section 6, Township 42 South, Range 38 East;

**TOGETHER WITH,**

(ORB 18394, Pg 1131)

All that part of the West Half (W 1/2) of Section Eighteen (18), Township Forty-Two (42) South, Range Thirty-Eight (38) East, which lies north and east of the West Palm Beach Canal and right-of-way, excepting certain rights-of-way over, on or across said above described land granted by said Southern States Land & Timber Company to Pelican Lake Sub-Drainage District by deed dated June 4, 1918, recorded January 15, 1919 in Deed Book 117 at page 266, in the office of the Clerk of the Circuit Court for Palm Beach County, Florida.

**TOGETHER WITH**

(ORB 18394, Pg 1132)

Lots 3 to 6 & 11 to 14 inc. Sec. 7, Twp. 42, Rge. 38, State Survey  
Lots 19 to 22 & 27 to 30 inc. Sec. 7, Twp. 42, Rge. 38, State Survey

**TOGETHER WITH,**

(ORB 18394, Pg 1084)

The North Half (N 1/2) of Section 35, Township 41 South, Range 37 East,

**TOGETHER WITH,**

(ORB 18394, Pg 1085)

The South Half (S 1/2) of Section 35, Township 41 South, Range 37 East.

**TOGETHER WITH,**

(ORB 18394, Pg 1086)

All of Section Thirty Six (36), Township Forty One (41) South, Range Thirty Seven (37) East, according to the Public Survey

**TOGETHER WITH,**

(ORB 18394, Pg 1087)

The NE 1/4 of the SW 1/4 of the NE 1/4; the NW 1/4 of the SW 1/4 of the NW 1/4;  
and the SW 1/4 of the SE 1/4 of the SE 1/4, all in Section 1, Township 42 South, Range 37 East,

**TOGETHER WITH,**

(ORB 18394, Pg 1088)

NW 1/4 of SW 1/4 of SE 1/4, Sec. 1, Twp. 42, Rge. 37.

**TOGETHER WITH,**

(ORB 18394, Pg 1089)

Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4)  
of Section One (1), Township Forty-Two (42) South, Range Thirty-Seven (37) East, in Palm  
Beach County, Florida;

**TOGETHER WITH**

(ORB 18394, Pg 1091)

(NE 1/4) Northeast Quarter of the (SE 1/4) Southeast Quarter of the (NW 1/4) Northwest Quarter  
of Section (1) One, Township (42) forty-two South Range (37) Thirty-seven East,

**TOGETHER WITH,**

(ORB 18394, Pg 1095)

N 1/2 of NE 1/4 of NE 1/4 of NE 1/4 of Section 12, Township 42 South, Range 37 East, except  
right of way for canals, Palm Beach County, Florida.

**TOGETHER WITH,**

(ORB 18394, Pg 1096)

Lots 1 and 2, Section 11, Township 42 South, Range 37 East

**TOGETHER WITH,**

(ORB 18394, Pg 1099)

Section 12 in Township 42 South, Range 37 East, lying North and East of the West Palm Beach  
Canal, excepting therefrom the North half (N 1/2) of the Northeast Quarter (NE 1/4) of the  
Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4).

**TOGETHER WITH,**

(ORB 18394, Pg 1100)

The Southeast quarter (SE 1/4) of the Northeast quarter (NE 1/4) of the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) of the Southwest quarter (SW 1/4) of the Northeast quarter (NE 1/4) in Section 1, Township 42 South, Range 37 East.

**ALSO**

That part of the Northeast quarter (NE 1/4) of the Northeast quarter (NE 1/4) of the Northeast quarter (NE 1/4) in Section 13, Township 42 South, Range 37 East, lying north and east of the right of way of the West Palm Beach Canal.

**TOGETHER WITH,**

(ORB 18394, Pg 1110-1111)

A tract or parcel of land lying and being situate within Sections 13 and 24, Township 41 South, Range 37 East, Palm Beach County, Florida, which tract or parcel is more particularly described as follows:

From the U.S. General Land Office pipe marking the northeast corner of Township 41 South, Range 37 East run S 0°13'00" W along the Range line between Ranges 37 and 38 East, said Range Line being a straight line between the aforementioned U.S. General Land Office pipe and a like monument marking the southeast corner of the Township, a distance of 15,846.54 feet more or less to a railroad rail monument marking the northeast corner of the tract herein described and a point of beginning.

From the above described point of beginning run S 89°41'11" W along the north line of said tract a distance of 4,972.35 feet to a point 10 feet more or less east of the east toe of slope of the Pelican Lake Sub-Drainage District's east levee; thence run N 0°18'49" W, perpendicular to the last mentioned course, a distance of 190.00 feet to a point in similar relation to said levee; thence run N 41°00'00" W a distance of 120.00 feet to a point in similar relation to said levee; thence run S 89°41'11" W a distance of 229.55 feet to a point at the north toe of slope of the Pelican Lake Sub-Drainage District's north levee; thence run S 0°08'23" W a distance of 281.02 feet to a railroad rail monument marking the northeast corner of Section 23, T. 41 S., R. 37 E.; thence run S 0°08'23" W along the Section Line between Sections 23 and 24 a distance of 2,641.09 feet to a railroad rail monument; thence continue S 0°08'23" W along said Section line a distance of 330 feet more or less to an intersection with the westward projection of the south bank of a ditch which ditch is the south boundary of the property herein described; thence run N 89°49'38" E along said westward projection of and south bank of said ditch a distance of 5,276.25 feet more or less to the hereinabove described Range Line; thence run N 0°13'00" E along said Range Line a distance of 343 feet more or less to a railroad rail monument; thence continue N 0°13'00" E along said Range Line a distance of 2,641.09 feet to the point of beginning.

**TOGETHER WITH,**

(ORB 18394, Pg 1128)

All those parts of Sections 8, 16 and 17, Township 41 South, Range 38 East, lying South and West of the centerline of easement for Central and Southern Flood Control District's Levee L-8, together with all improvements thereon, including pump houses, pumps and other drainage or irrigation equipment owned by Grantor.

**TOGETHER WITH,**

(ORB 18394, Pg 1129)

All of the North Half (N 1/2) of Section 6, Township 42 South, Range 38 East,

**TOGETHER WITH,**

(ORB 18394, Pg 1130)

The SE 1/4 of Section 6, Township 42 South, Range 38 East;

**TOGETHER WITH,**

(ORB 18394, Pg 1131)

All that part of the West Half (W 1/2) of Section Eighteen (18), Township Forty-Two (42) South, Range Thirty-Eight (38) East, which lies north and east of the West Palm Beach Canal and right-of-way, excepting certain rights-of-way over, on or across said above described land granted by said Southern States Land & Timber Company to Pelican Lake Sub-Drainage District by deed dated June 4, 1918, recorded January 15, 1919 in Deed Book 117 at page 266, in the office of the Clerk of the Circuit Court for Palm Beach County, Florida.

**TOGETHER WITH**

(ORB 18394, Pg 1132)

Lots 3 to 6 & 11 to 14 inc. Sec. 7, Twp. 42, Rge. 38, State Survey  
Lots 19 to 22 & 27 to 30 inc. Sec. 7, Twp. 42, Rge. 38, State Survey

West Palm Beach Canal to the point of beginning.

**TOGETHER WITH,**

(ORB 18394, Pg 1156)

North 3/4 of Section 11 and all of Section 12, Township 41 South, Range 37 East;

Sections 7 and 18 in Township 41 South, Range 38 East, together with all improvements thereon, including pump houses, pumps and other drainage or irrigation equipment owned by Grantor on all land hereby conveyed.

**TOGETHER WITH,**

(ORB 18394, Pg 1257)

Two parcels of land in Section 33, Township 41 South, Range 37 East, described as follows:

Parcel No. 1:

Commencing at the Government meander corner at the point of intersection of the East boundary of Section thirty-three (33), Township forty-one (41) South, Range thirty-seven (37) East and the meander line of Lake Okeechobee; thence Southwesterly along said meander line 254.13 feet more or less to the Northwest corner of Lot 9 of Block 3, of Canal Point Townsite, according to the plat of said Townsite recorded in Plat Book 4, Page 47, of the Public Records of Palm Beach County, Florida; thence Southeasterly along the Northerly line of said Block 3 of Canal Point Townsite 160 feet more or less to the East line of said Section 33; thence North along said section line 311.5 feet, more or less, to the point of beginning.

Parcel No. 2:

Commencing at a point where the East line of Section thirty-three (33), Township forty-one (41) South, Range thirty-seven (37) East, intersects the North line of the right of way of the West Palm Canal; thence North along said section line to the point where said line intersects the Easterly line of Lot 5 of Block 12, of said Canal Point Townsite; thence Southwesterly along the East line of said Block 12 of Canal Point Townsite prolonged to the point where said line prolonged intersects the North line of the right of way of the West Palm Beach Canal; thence Southeasterly along the North line of the right of way of the West Palm Beach Canal to the point of beginning.

**TOGETHER WITH,**

(ORB 18394, Pg 1291)

The SW 1/4 of SW 1/4 of NW 1/4 (Less Westerly 80 foot R/W of Pelican Lake Subdrainage in Deed Book 875, page 432); NW 1/4 of SW 1/4 of NE 1/4; SW 1/4 of SW 1/4 of NE 1/4; SE 1/4 of NW 1/4 of SW 1/4; NE 1/4 of NE 1/4 of SW 1/4 and NE 1/4 of NE 1/4 of SE 1/4 of Section One (1), Township 42 South, Range 37 East, Palm Beach County, Florida.

**TOGETHER WITH,**





(ORB 18394, Pg 1292)

The NE 1/4 of the SW 1/4 of the NE 1/4; the NW 1/4 of the SW 1/4 of the NW 1/4; and the SW 1/4 of the SE 1/4 of the SE 1/4, all in Section 1, Township 42 South, Range 37 East, Palm Beach County, Florida.

**TOGETHER WITH,**

(ORB 18394, Pg 1293)

South half of Northeast quarter of Southwest quarter,  
(S 1/2 of NE 1/4 of SW 1/4) Northeast quarter of Southeast quarter of Southwest quarter;  
(NE 1/4 of SE 1/4 of SW 1/4); Southwest quarter of Southeast quarter of Southwest quarter, (SW 1/4 of SE 1/4 of SW 1/4); Northeast quarter of Southeast quarter of Northeast quarter, (NE 1/4 of SE 1/4 of NE 1/4) All being in Section One (1), Township Forty-two (42) South, Range Thirty-seven (37) East, Palm Beach County, Florida.

**TOGETHER WITH,**

(ORB 18394, Pg 1329)

All that part of Section 34, Township 41 South, Range 37 East, lying North of the West Palm Beach Canal, according to Model Land Company's Plat of Township 41 South, Range 37 East, recorded in Plat Book 3, Page 30 of the Public Records of Palm Beach County, Florida.

**TOGETHER WITH,**

(ORB 18394, Pg 1332)

"All that tract or parcel of land situate and lying in Township 41, Range 37 East in the County of Palm Beach, State of Florida, containing one and one-fifth acres, more or less, and more particularly described as follows:

"Starting at United States Government meander corner between Section 33 and Section 34, Township 41 South Range 37 East, said corner being on the meander line of Lake Okeechobee, thence running South 73°45' E. 180 ft. to a point, thence north 33°12' E. 1025 ft. to the point of beginning thence 265 ft. E 34°22' W; thence approximately 200 ft. N 55°38' W to the Connor's Highway, thence following the east boundary of Connor's Highway approximately 265 feet to a point on a line running from the aforesaid point of beginning in a direction N 55°38' W; thence on the line S 55°38' E to the point of beginning.

"LESS any part of the foregoing tract or parcel which lies within the following described parcel:

"A parcel of land in Section 27 and 34, Township 41 South, Range 37 East, Canal Point, Palm Beach County, Florida, more particularly described as follows:

"Beginning at P.I. Station 12 plus 30.34 on the center line location of Connor's Highway (also known as State Road No. 15) according to the right of way map thereof recorded in Plat Book 16, Page 55, Public Records of Palm Beach County, Florida, said P.I. Station being N 54°40'51" W 25.6 feet from the U.S. General Land Office meander corner on the west line of said Section 34; thence N 35°08'49" E along the center line of said right of way, a distance of 1012.23 feet; (note: the bearings used herein are the same as used on said right of way map) thence S 54°51'11" E a distance of 33 feet to the point of beginning and the northwesterly corner of the parcel of land herein described; thence along the same course S 54° 51'11" E a distance of 200 feet; thence N 35°08'49" E a distance of 265 feet; thence N 54°51'11" W a distance of 200 feet to a point in the easterly right of way line of said Connor's Highway; thence S 35°08'49" W along said easterly right of way line a distance of 265 feet to the point of beginning.

**TOGETHER WITH,**

(ORB 18394, Pg 1342)

The West Half (W 1/2) of Section 2, Township 42 South, Range 37 East, lying North and East of the West Palm Beach Canal, being Tracts 3, 4, 6, 7, 12, 14 and 18, according to plat of the subdivision of lands in the Pelican Lake Sub-Drainage District on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 8, Page 2.

**TOGETHER WITH,**

(ORB 18394, Pg 1343)

All of Section Three (3) in Township forty-two (42) South, Range thirty-seven (37) East, lying North of the West Palm Beach Canal,

**TOGETHER WITH,**

(ORB 18394, Pg 1347)

The North Eighty-Eight (88) feet of the Northeast Quarter (NE 1/4) of Section Fourteen (14), Township Forty-One (41) South, Range Thirty-Seven (37) East,

**TOGETHER WITH,**

(ORB 18394, Pg 1349)

All of Sections 19, 20, 21, 22, 26, 27, 28, 29, 30 and 31, Township 41 South, Range 38 East;

All of Sections 32, 33, 34, 35 and 36, Township 41 South, Range 38 East;

The SW 1/4 of Section 6, Township 42 South, Range 38 East;

**TOGETHER WITH,**

(ORB 18394, Pg 1352-1353)

That part of the East Half (E1/2) of Section Two (2), Township Forty-two (42) South, Range Thirty-seven (37) East, lying North and East of the West Palm Beach Canal right of way.

**TOGETHER WITH,**

(ORB 18394, Pg 1354)

The NE 1/4 of NE 1/4 of NE 1/4; NE 1/4 of NW 1/4 of NE 1/4; E 1/2 of NE 1/4 of NW 1/4; N 1/2 of NW 1/4 of NW 1/4; S 1/2 of NW 1/4 of NE 1/4; W 1/2 of SE 1/4 of NE 1/4; NW 1/4 of SE 1/4 of NW 1/4; S 1/2 SE 1/4 of NW 1/4; E 1/2 of SW 1/4 of NW 1/4; N 1/2 of NW 1/4 of SW 1/4; NW 1/4 of NE 1/4 of SW 1/4; NW 1/4 of NW 1/4 of SE 1/4; NW 1/4 of NE 1/4 of SE 1/4; SE 1/4 of NE 1/4 of SE 1/4; S 1/2 of NW 1/4 of SE 1/4; SW 1/4 of NW 1/4 of SW 1/4; SW 1/4 of SW 1/4; NW 1/4 of SE 1/4 of SW 1/4; S 1/2 of SW 1/4 of SE 1/4; and NW 1/4 of SE 1/4 of SE 1/4 of Section 1, Township 42 South, Range 37 East, The NW 1/4 of NE 1/4 of NW 1/4; SW 1/4 of NE 1/4 of SE 1/4; NE 1/4 of SW 1/4 of SE 1/4; NE 1/4 of SE 1/4 of SE 1/4 and SE 1/4 of SE 1/4 of Section 1, Township 42 South, Range 37 East,

The NE 1/4 of NW 1/4 of SE 1/4; SW 1/4 of NE 1/4 of NE 1/4; NW 1/4 of NE 1/4 of NE 1/4; and SE 1/4 of SE 1/4 of SW 1/4 of Section 1, Township 42 South, Range 37 East,

**TOGETHER WITH,**

(ORB 18394, Pg 1368)

All of Section 25, Township 41 South, Range 37 East, Palm Beach County, Florida.

**LESS AND EXCEPT,**

(ORB 18394, Pg 1391)

A strip of land 36 feet in width lying parallel and contiguous to the westerly toe of the levee as constructed and maintained by the Pelican Drainage District, and extending in a North-South direction throughout the South 3/4 of Section 23, Township 41 South, Range 37 East, Palm Beach County, Florida.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1408)

A strip of land 260 feet in width, which includes the northeasterly 100 feet of the existing canal right of way, extending throughout all that part of the west one half (W½) of section 18, Township 42 South, Range 38 East, lying north and east of the West Palm Beach Canal, said 260

foot strip of land lying and being northeasterly of, parallel, contiguous, and as measured at right angles to the centerline of the West Palm Beach Canal; LESS, HOWEVER, the east 30 feet thereof.

A strip of land 260 feet in width, which includes the northeasterly 100 feet of the existing canal right of way, extending through all that part of Section 12, Township 42 South, Range 37 East, lying north and east of the Palm beach Canal; said 260 foot strip of land lying and being northeasterly of, parallel, contiguous, and as measured at right angles to the centerline of the West Palm Beach Canal, LESS, however, the west 30 feet and the east 30 feet of the west one-half (W1/2), and the West 30 feet of the East one-half (E1/2) of said Section 12, lying within the heretofore described 260 foot strip of land.

A strip of land 260 feet in width, which includes the northeasterly 130 feet of the existing canal right of way, extending throughout all that part of Section 11, Township 42 South, Range 37 East, lying north and east of the Palm Beach Canal; said 260 foot strip of land lying and being northeasterly of, parallel, contiguous, and as measured at right angles to the centerline of the West Palm Beach Canal, LESS, however, the east 30 feet of said Section 11, lying within the heretofore described 260 foot strip of land.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1409-1410)

A strip of land 260 feet in width, which includes the northeasterly 130 feet of the existing canal right of way, extending throughout all that part of the West one-half (W 1/2) of Section 2, Township 42 South, Range 37 East, lying north and east of the West Palm Beach Canal, said 260 foot strip of land lying and being northeasterly of, parallel, contiguous, and as measured at right angles to the center line of the West Palm Beach Canal; LESS, however, the east 30 feet of the West one-half (W 1/2) of Section 2, lying within the heretofore described 260 foot strip of land.

ALSO:

A strip of land 260 feet in width, which includes the northeasterly 100 feet of the existing canal right of way, extending throughout all that part of the East one-half (E 1/2) of Section 2, Township 42 South, Range 37 East, lying north and east of the West Palm Beach Canal, said 260 foot strip of land lying and being northeasterly of, parallel, contiguous, and as measured at right angles to the center line of the West Palm Beach Canal; LESS, however, the west 30 feet of the East one-half (E 1/2) of Section 2, lying within the heretofore described 260 foot strip of land.

A strip of land 260 feet in width, which includes the northeasterly 130 feet of the existing canal right of way, extending throughout all that part of Section 3, Township 42 South, Range 37 East, lying north and east of the West Palm Beach Canal, said 260 foot strip of land lying and being northeasterly of, parallel, contiguous, and as measured at right angles to the center line of the West Palm Beach Canal;

LESS, HOWEVER, the north 60 feet of said Section 3, lying within the heretofore described 260 foot strip of land.

ALSO:

LESS, all that part thereof now occupied by the existing pumping station and related installations of the Pelican Lake Subdrainage District.



A strip of land 260 feet in width, extending throughout all that part of Section 34, Township 41 South, Range 37 East, lying north and east of the West Palm Beach Canal, said 260 foot strip of land lying and being northeasterly of, parallel, contiguous, and as measured at right angles to the center line of the West Palm Beach Canal.

A strip of land 115 feet in width, which includes the northeasterly 100 feet of the existing canal right of way, said 115 foot strip of land lying and being northeasterly of, parallel, contiguous, and as measured at right angles to the center line of the West Palm Beach Canal, and extending throughout all that parcel of land lying north and east of the West Palm Beach Canal in Section 33, Township 41 South, Range 37 East, said parcel of land being more fully described as follows:

Beginning at a point where the east line of Section 33, Township 41 South, Range 37 East intersects the north line of the right of way of the West Palm Beach Canal, Thence, north along the section line to a point where said line intersects the easterly line of Lot 5 of Block 12 of The Pioneer Investment Company Plat No. 1, the Townsite of Canal Point, as recorded in Plat Book 4, Page 47 of the Public Records of Palm Beach County, Florida; Thence, southwesterly along the east line of Block 12 prolonged to a point where said line intersects the north line of the right of way of the West Palm Beach Canal; Thence, southeasterly along the north line of said right of way to the point of beginning.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1460)

A parcel of land in Sections 33 and 34, Township 41 South, Range 37 East, Palm Beach County, Florida, described as follows:

A 60 feet wide strip adjoining the northeasterly line of Block 3 of the Pioneer Investment Co. Plat of the Townsite of Canal Point, as recorded in Plat Book 4, Page 47 of the Public Records of Palm Beach County, Florida, and extending from the northwesterly line of Everglades Avenue of Addition No. 2 to the Townsite of Canal Point, as recorded in Plat Book 27, page 118 of the Public Records of Palm Beach County, Florida, thence northwestward to the right of way line of State Road 15, (U.S. Highway 441)

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1461)

A parcel of land in Sections 33 and 34, Township 41 South, Range 37 East, Palm Beach County, Florida, more particularly described as follows: From an iron pin marking the NE corner of Lot 3 of Pioneer Investment Company Subdivision of Canal Point, Florida, according to plat recorded in Plat Book 4, page 47, public Records of Palm Beach County, Florida, run North 34°-39'-07" East along the westerly line of Everglades Avenue extended, a distance of 100.00 feet to an iron pin; thence North 55°-18'-23" West a distance of 220.00 feet, more or less, to the point of beginning; thence continue North 55°-18'-23" West a distance of 88.00 feet, more or less, to a point; thence North 34°-39'-07" East a distance of 130.00 feet to a point; thence South 55°-18'-

23" East a distance of 88.00 feet, more or less, to a point; thence South 34°-39'-07" West a distance of 130.00 feet, more or less, to the point of beginning;

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1462)

A parcel of land located in Section 1, Township 42 South, Range 37 East, Palm Beach County, Florida, lying contiguous to the north line of said section and said township, more particularly described as follows:

From a point on the north line of said Section 1, 2759.55 feet from the northwest corner thereof, run N 88°05'00" E along the north line of the section a distance of 1076.18 feet, more or less, to a point; thence run S 00°30'28" E a distance of 1185.31 feet, more or less, to a point; thence run N 89°52'15" W a distance of 1075.92 feet, more or less, to a point; thence run N 00°30'28" W a distance of 1146.89 feet, more or less, to the north line of the section and the point of beginning.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1463)

A parcel of land located in Section 1, Township 42 South, Range 37 East, Palm Beach County, Florida, lying contiguous to the North line of said Section and said Township and more particularly described as follows:

From a point on the north line of said Section 1, 80.02 feet from the Northwest corner thereof, run N 88°05'00" E along the north line of the Section a distance of 2679.53 feet, more or less, to a point; thence S 00°30'28" E a distance of 1146.89 feet, more or less, to a point; thence run N 89°52'15" W a distance of 2098.96 feet, more or less, to a point; thence run N 00°30'07" W a distance of 660 feet, more or less, to a point, thence run N 89°52'15" W a distance of 580.05 feet, more or less, to a point; thence run N 00°30'00" W, parallel to and 80 feet easterly of the west line of said Section a distance of 391.22 feet, more or less, to the north line of the Section and the point of beginning.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1464)

Tracts 1 to 11, inclusive, Lake View Colony, a subdivision of Section 23, Township 41 South, Range 37 East, according to plat of said subdivision on file in the office of the Clerk of Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 1 at Page 94.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1475)



A parcel of land in Fractional Section 34, Township 41 South, Range 37 East, which lies in a proposed addition to the Townsite of Canal Point and is more particularly described as follows:

From the United States General Land Office meander corner marking the inter-section of the West line of said Section 34, with the meander line of said Township, run South 0°-31'-45" East, along the west line of Section 34, a distance of 189.25 feet to a line 100.00 feet northeasterly from and parallel to the northeasterly boundary of the Townsite of Canal Point, recorded on Page 47 of Plat Book 4 of Palm Beach County, as now established on the ground; thence run South 55°-03'-20" East along said parallel line a distance of 360.26 feet to the east line of Everglades Avenue; thence continue South 55°-03'-20" East a distance of 50.00 feet to the point of beginning.

From the above described point of beginning run North 34°-54'-45" East parallel to and 50.00 feet southeasterly from the southeasterly line of Everglades Avenue of Canal Point Townsite, a distance of 141.50 feet; thence run South 55°-03'-20" East a distance of 100.00 feet to a point; thence run South 34°-54'-45" West a distance of 141.50 feet to a point; thence run North 55°-03'-20" West a distance of 100.00 feet to the point of beginning.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1476)

Said tract herein described is Lot 16 and Lot 17, Block 9 of proposed addition to Canal Point, Palm Beach County, Florida, as shown by a map or plat thereof prepared for United States Sugar Corporation.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1476)

Said tract herein described is Lot 16 and Lot 17, Block 9 of proposed addition to Canal Point, Palm Beach County, Florida, as shown by a map or plat thereof prepared for United States Sugar Corporation.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1477)

A parcel of land in Fractional Section 34, Township 41 South, Range 37 East, which lies in a proposed addition to the Townsite of Canal Point and is more particularly described as follows:

From the United States General Land Office meander corner marking the inter-section of the West line of said Section 34, with the meander line of said Township, run S. 0°-31'-45" E., along the west line of Section 34, a distance of 189.25 feet to a line 100.00 feet northeasterly from and parallel to the northeasterly boundary of the Townsite of Canal Point, recorded on Page 47 of



Plat Book 4 of Palm Beach County, as now established on the ground; thence run S 55°-03'-20" E., along said parallel line a distance of 180.26 feet to a point of beginning.

From the above described point of beginning run N. 34°-54'-45" E., parallel to and 120.00 feet northwesterly from the northwesterly line of Everglades Street of Canal Point Townsite, a distance of 130.00 feet; thence run S. 55°-03'-20" E. a distance of 58.00 feet to a point; thence run S. 34°-54'-45" W., a distance of 130.00 feet to a point; thence run N. 55°-03'-20" N.\*, a distance of 58.00 feet to the point of beginning.

\*This Surveyor believes this bearing should read N. 55°-03'-20" W.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1479)

A parcel of land in Fractional Section 34, Township 41 South, Range 37 East, which lies in a proposed addition to the Townsite of Canal Point and is more particularly described as follows:

From the United States General Land Office meander corner marking the intersection of west line of said Section 34, with the meander line of said Township, run S. 0°-31'-45" E., along the west line of Section 34, a distance of 189.25 feet to a line 100.00 feet northeasterly from and parallel to the northeasterly boundary of the Townsite of Canal Point, recorded on Page 47 of Plat Book 4 of Palm Beach County, as now established on the ground; thence run S. 55°-03'-20" E., along said parallel line, a distance of 360.26 feet to the east line of Everglades Avenue, the point of beginning.

From the above described point of beginning run N. 34°-54'-45" E. along the east line of Everglades Avenue of Canal Point Townsite extended a distance of 141.50 feet to a point; thence run S. 55°-03'-20" E. a distance of 50.00 feet to a point; thence run S. 34°-54'-45" W. a distance of 141.50 feet to a point; thence run N. 55°-03'-20" W. a distance of 50.00 feet to the point of beginning.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1480)

From the marker marking the northeast corner of Block 3, Pioneer Investment Subdivision of Canal Point, Florida, run North 34°39'07" East, along the prolongation of the West line of Everglades Avenue of said Subdivision, a distance of 495 feet to a point; thence run North 55°18'23" West, a distance of 208 feet to the southeast corner of the property herein described and the point of beginning. Thence continue North 55°18'23" **feet\*** a distance of 192.27 feet, more or less, to a point on the Easterly right of way line of State Road No. 15; thence North 35°08'49" East along the Easterly right of way line of State Road No. 15, a distance of 232.01 feet to a point; thence South 55°18'23" East a distance of 190.26 feet to a point; thence South 34°39'07" West, a distance of 232.00 feet to the point of beginning.



\*This Surveyor believes this bearing should read North 55°18'23" West.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1481)

A parcel of land in Section 33 and 34, Township 41 South, Range 37 East. From an iron pin marking the NE corner of Block 3 of Pioneer Investment Company Subdivision of Canal Point, Florida, according to plat recorded in Plat Book 4, Page 47, public records of Palm Beach County, Florida, run North 34°-39'-07" East along the Westerly line of Everglades Avenue extended, a distance of 100.00 feet to an iron pin; thence North 55°-18'-23" West a distance of 404.15 feet, more or less, to an iron pin on the Easterly right-of-way line of State Road No. 15, being the point of beginning thence North 35°-19'-09" East along the Easterly right-of-way line of State Road No. 15 a distance of 130.00 feet to an iron pin thence South 55°-18'-23" East a distance of 94.63 feet to a stake; thence South 34°-39'-07" West a distance of 130.00 feet to a stake; thence North 55°-18'-23" West a distance of 96.15 feet, more or less, to an iron pin on the Easterly right-of-way line of State Road No. 15, and the point of beginning

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1482)

A parcel of land in Section 34, Township 41 South, Range 37 East. From Lake Okeechobee meander corner between Sections 33 and 34, Township 41 South, Range 37 East, run South 54°-40'-51" East a distance of 7.40 feet to a point on the Easterly right-of-way line of State Highway No. 15 (Connor's Highway); thence North 35°-08'-49" East along the Easterly right-of-way line of State Highway No. 15 a distance of 562.88 feet to an iron pin, being the SW corner of the parcel herein described and the point of beginning; thence North 35°-08'-40" East along the Easterly right-of-way of State Road No. 15 a distance of 126.00 feet to an iron pin; thence South 55°-18'-23" West\* a distance of 188.39 feet to a point; thence South 34°-39'-07" West 126.00 feet to a point; thence North 55°-18'-23" West 189.48 feet, more or less, to an iron pin on the Easterly right-of-way line of State Road No. 15 and the point of beginning,

\*This Surveyor believes this bearing should read South 55°18'23" East

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1483)

From Lake Okeechobee Meander corner between Sections 33 and 34, Township 41 South, Range 37 East, run South 54°40'51" East a distance of 7.40 feet to a point on the Easterly right of way line of State Road No. 15 (Conners' Highway); thence North 35°08'49" East along the Easterly right of way line of said State Road No. 15 a distance of 688.88 feet to the Point of Beginning; thence N 35°08'49" East along the Easterly right of way line of State Road No.15 (Conners' Highway) a distance of 173.14 feet to a point; thence South 55°18'23" East a distance of 200.01 feet to a point; thence South 35°08'49" West a distance of 116.58 feet to a point;

thence North 54°51'11" West a distance of 12.11 feet to a point; thence South 34°39'07" West a distance of 56.65 feet, more or less, to a point; thence North 55°18'23" West a distance of 188.39 feet, more or less, to the Point of Beginning. Said parcel lies wholly within Section 34, Township 41 South, Range 37 East,

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1484-1485)

**Parcel "A"**

From Lake Okeechobee on Meander Corners Sections 33 and 34, Township 41 South, Range 37 East, run South 54°40'51" East a distance of 7.4 feet to a point on the Easterly right of way line of State Road No. 15 (Connors' Highway); thence North 35°08'49" East, along the Easterly right of way line of said State Road No. 15 a distance of 1012.02 feet to an iron pipe marking the Southwest corner of parcel owned by United States of America; thence South 54°51'11" East, along the Southerly boundary of the Government-owned parcel, a distance of 200.00 feet to an iron pin marking the Southeast corner of said Government-owned parcel and the point of beginning.

Thence S 35°08'49" West, a distance of 148.42 feet to a point, thence North 55°18'23" West a distance of 200.01 feet to a point on the Easterly right of way line of State Highway No. 15; then North 35°08'49" East, along said right of way line, a distance of 150.00 feet to an iron pipe marking the Southwest corner of the said Government-owned parcel; then South 54°51'11" East, along the Southerly boundary of the Government-owned parcel, a distance of 200.00 feet to an iron pipe marking the Southeast corner of the Government-owned parcel and the point of beginning.

**Parcel "B"**

The point of beginning is the same point as the point of beginning for Parcel "A", Thence South 54°51'11" East, a distance of 821.89 feet to a point; thence South 35°08'49" West, a distance of 265.00 feet to a point; thence North 54°51'11" West a distance of 821.89 feet to a point; thence North 35°08'49" East a distance of 116.58 feet to a point being the Southeast corner of Parcel A described above; thence continue S 35°08'49" West\* along the Easterly side of Parcel A, a distance of 148.42 feet to an iron pipe marking the Northeast corner of Parcel A, the Southeast corner of government-owned parcel and the point of beginning.

\*This Surveyor believes this bearing should read North 35°08'49" East.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1487)

A parcel of land 9 feet by 102.5 feet in Section 34, Township 41 South, Range 37 East, lying Southeasterly and immediately adjoining Lot 28, Block 10, Pioneer Investment Company

Subdivision of Canal Point, Florida, more particularly described as follows: Beginning at a point in Section 33, Township 41 South, Range 37 East, being the Southeasterly corner of Pioneer Investment Company Subdivision of Canal Point, Florida, run N. 34°39'07" E. a distance of 213.44 feet to a point being the point of intersection of the Southeasterly line of the Pioneer Investment Company Subdivision and the West line of Section 34, Township 41 South, Range 37 East, thence continue N. 34°39'07" E. along the Southeasterly line of Pioneer Investment Company Subdivision, a distance of 356.56 feet to the Southeasterly corner of Lot 28, Block 10, of Pioneer Investment Company Subdivision and point of beginning; thence S. 55°18'23" E. a distance of 9 feet; thence N. 34°39'07" E. a distance of 102.5 feet; thence N. 55°18'23" W., a distance of 9 feet to the Northeasterly corner of Lot 28, block 10, thence S. 34°39'07" W. along the Southeasterly line of Lot 28, Block 10, a distance of 102.5 feet to point of beginning,

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1488)

A parcel of land in Fractional Section 34, Township 41 South, Range 37 East, which lies in a proposed addition to the Townsite of Canal Point and is more particularly described as follows:

From the United States General Land Office meander corner marking the inter-section of west line of said Section 34, with the meander line of said Township, run S. 0°-31'-45" E., along the west line of Section 34, a distance of 189.25 feet to a point on a line which line is 100 feet northeasterly from a parallel to the northeasterly boundary of the Townsite of Canal Point, recorded on Page 47 of Plat Book 4 of Palm Beach County, as now established on the ground; thence run S. 55°-03'-20" E., along said parallel line, a distance of 238.26 feet to the point of beginning.

From the above described point of beginning continue S. 55°-03'-20" E., along said line a distance of 62 feet to a point on the northwesterly side of the extension of Everglades Street of Canal Point Townsite; thence run N. 34°-54'45" E., along the extension of the northwesterly side of the Everglades Street, a distance of 130 feet to a point; thence run N. 55°-03'20" W., a distance of 62 feet to a point; thence run S. 34°-54'-45" W., a distance of 130 feet to the point of beginning.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1489)

A parcel of land in Section 33 and 34, Township 41 South, Range 37 East, Palm Beach County, Florida, more particularly described as follows: From an iron pin marking the NE corner of Block 3 of Pioneer Investment Company Subdivision of Canal Point, Florida, according to plat recorded in Plat Book 4, page 47, Public Records of Palm Beach County, Florida, run North 34°39'07" East along the westerly line of Everglades Avenue extended, a distance of 100.00 feet to an iron pin; thence North 55°18'23" West a distance of 220.00 feet, more or less, to the point of beginning, thence continue North 55°18'23" West a distance of 88.00 feet, more or less, to a point; thence North 34°39'07" East a distance of 130.00 feet to a point; thence South 55°18'23"

East a distance of 88.00 feet, more or less, to a point; thence South 34°39'07" West a distance of 130.00 feet, more or less, to the point of beginning;

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1490)

A parcel of land in Sectional 34, Township 41 South, Range 37 East, more particularly described as follows: From an iron marker at the easterly corner of the Pioneer Investment Co. Plat No. 1 of the Townsite of Canal Point run N 55°12'40" W along the boundary of said Subdivision a distance of 185.00 feet to a point; thence run N 34°44'50" E along the prolongation of the northwesterly line of Everglades Avenue of said Subdivision a distance of 787.00 feet to the point of beginning of said parcel. From the point of beginning run N 55°12'40" W a distance of 208.00 feet to a point; thence continue N 55°12'40" W a distance of 189.74 feet, more or less, to a point on the southeasterly right of way of State Road 15; thence run N. 35°14'32" E along said right of way a distance of 30.00 feet; thence run S 55°12'40" E a distance of 189.48 feet, more or less, to a point; thence run N 34°44'50" E a distance of 126.00 feet to a point; thence run S 55°12'40" E a distance of 208.00 feet to a point; thence run S 34°44'50" W a distance of 156.00 feet back to the point of beginning reserving a 5 feet strip for utilities easement along the second last named course of the hereinabove described parcel.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1491)

From an iron marker at the easterly corner of the Pioneer Investment Co. Plat No. 1 of the Townsite of Canal Point, run N 55°12'40" W along the boundary of said Subdivision a distance of 185.00 feet to a point; thence run N 34°44'50" E along the prolongation of the northwesterly line of Everglades Avenue of said subdivision a distance of 230.00 feet to the point of beginning of said parcel. From the point of beginning run N 55°12'40" W a distance of 208.00 feet to a point; thence run N 34°44'50" E a distance of 153.00 feet to a point; thence run N 55°12'40" W a distance of 193.24 feet, more or less, to a point on the southeasterly right of way of State Road 15; thence run N 35°14'32" E along said right of way a distance of 112.00 feet to a point, said point being the westerly corner of original County Park parcel; thence run S 55°12'40" E along the southwesterly boundary of said original County Park a distance of 192.27 feet, more or less, to a point; thence run N 34°44'50" E along the southeasterly boundary of said original County Park a distance of 232.00 feet; thence run N 55°12'40" W along the northeasterly boundary of said original County Park a distance of 190.26 feet, more or less, to a point on the southeasterly right of way State Road 15, said point being the northerly corner of original County Park; thence run N 35°14'32" E along said right of way of State Road 15 a distance of 60.00 feet to a point; thence run S 55°12'40" E a distance of 189.74 feet, more or less, to a point; thence continue S 55°12'40" E a distance of 208.00 feet to a point; thence run S 34°44'50" W along the prolongation of Everglades Avenue a distance of 557.00 feet back to the point of beginning; reserving an easement for utilities and in particular for a water line across a strip 5 feet wide and 208 feet long along the southwesterly side, namely, the first named course of the hereinabove described parcel.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1493)

From the P.R.M. marking the northerly corner of Addition No. 1 to the Townsite of Canal Point run N 34°44'50" E along the prolongation of the northwesterly side of said Addition No. 1 to the Townsite of Canal Point a distance of 10.00 feet to a point; thence run N 55°12'40" W on a line parallel to and 60 feet from the northeasterly line of Pioneer Investment Co. Plat No. 1 of the Townsite of Canal Point a distance of 75.00 feet to the point of beginning. From the point of beginning run N 55°12'40" W on a line parallel to and 60 feet from the northeasterly line of Pioneer Investment Co., Plat No. 1 of the Townsite of Canal Point a distance of 50 feet; thence run N 34°44'50" E a distance of 40.00 feet; thence run S 55°12'40" E a distance of 50.00 feet to a point; thence run S 34°44'50" W a distance of 40.00 feet back to the point of beginning.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1494)

A triangular parcel of land in Section 34, Township 41 South, Range 37 East, more particularly described as follows: From the Meander Corner on the West line of Section 34, run N. 54°40'51" W 25.4 feet to the center line of State Road 15 (Conners Highway), thence run N 35°08'49" E 1277.23 feet, along said center line of State Road 15 to a point; thence run S 54°51'11" E 33.00 feet to a marker on the acknowledged right of way line of said State Road 15 and the northerly corner of United States Department of Agriculture parcel; thence continue S 54°51'11" E 127.23 feet, more or less, to a marker on the northerly occupation line of United States Sugar Corporation in said Section 34 and the point of beginning: From the point of beginning run S 54°51'11" E 72.77 feet, more or less, along the northerly boundary of United States Department of Agriculture parcel to the easterly corner thereof; thence run N 35°08'49" E 49.61 feet, more or less, along the westerly boundary line of United States Department of Agriculture lease parcel to a point on the northerly occupation line of the United States Sugar Corporation; thence run N 89°08'11" W 88.07 feet, more or less, along said occupation line to the point of beginning.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1497)

A parcel of land in Section 27 and 34, Township 41 South, Range 37 East, Canal Point, Palm Beach County, Florida, more particularly described as follows:

Beginning at P. I. Station 12 plus 30.34 on the center line location at Conner's Highway (also known as State Road No. 15) according to the right of way map thereof recorded in Plat Book 14, page 55, Public Records of Palm Beach County, Florida, said P.I. Station being N 54°40'51" W 25.6 feet from the U.S. General Land Office meander corner on the west line of said Section 34; thence N 35°08'49" E along the center line of said right of way, a distance of 1012.23 feet; (note the bearings used herein are the same as used on said right of way map) thence S 54°51'11"

E a distance of 33 feet to the point of beginning and the southwesterly corner of the parcel of land herein described; thence along the same course S 54°51'11" E a distance of 200 feet; thence N 35°08'49" E a distance of 265 feet; thence N 54°51'11" W a distance of 200 feet to a point in the easterly right of way line of said Conner's Highway; thence S 35°08'49" W along said easterly right of way line a distance of 265 feet to the point of beginning.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1498)

A parcel of land in Section 34, Township 41 South, Range 37 East, Canal Point, Palm Beach County, Florida, more particularly described as follows:

Beginning at P. I. Station 12 plus 30.34 on the center line location at Conner's Highway (also known as State Road No. 15) according to the right of way map thereof recorded in Plat Book 16, page 55, Public Records of Palm Beach County, Florida, said P.I. Station being N 54°40'51" W 25.6 feet from the U.S. General Land Office meander corner on the west line of said Section 34, run N 35°08'49" E along the meander line of said right of way, a distance of 1012.23 feet to a point thence run S 54°51'11" E a distance of 33 feet is the southeasterly right of way line of said highway and a 1" iron pipe marking the southwesterly corner of existing U.S. Department of Agriculture parcel; thence run S 54°51'11" E along the southerly line of said parcel a distance of 100.00 feet to a 1" iron pipe marking the southeasterly corner of said parcel and the point of beginning. From the point of beginning run S 54°51'11" E a distance of 100.00 feet to a point; thence run N 35°08'49" E a distance of 265.00 feet to a point; thence run N 54°51'11" W a distance of 100.00 feet to a 1" iron pipe marking the northeasterly corner of U.S. Department of Agriculture parcel; thence run S 35°08'49" W along the easterly line of said parcel a distance of 265.00 feet back to the point of beginning.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1499)

From the P.R.M. marking the northerly corner of Addition No. 1 to the Townsite of Canal Point run N 34°44'50" E along the prolongation of the northwesterly side of said Addition No. 1 to the Townsite of Canal Point a distance of 10.00 feet to the point of beginning. From the point of beginning run N 55°12'40" W on a line parallel to and 60 feet from the northeasterly line of Pioneer Investment Co. Plat No. 1 of Townsite of Canal Point a distance of 75.00 feet to a point; thence run N 34°44'50" E a distance of 40.00 feet to a point; thence run S 55°12'40" E a distance of 100.00 feet to a point; thence run S 34°44'50" W a distance of 40.00 feet to a point; thence run N 55°12'40" W a distance of 25.00 feet back to the point of beginning.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1500)

From an iron pin marking the northeasterly corner of Block 3, Pioneer Investment Subdivision of Canal Point, Florida, as recorded in Plat Book 4, Page 47, of the Public Records of Palm Beach County, run North 34°39'07" East, along the prolongation of the Westerly line of Everglades Avenue of said Subdivision, a distance of 383.00 feet to a point; thence run North 55°18'23" West on a line parallel to the northerly side of Pioneer Investments Subdivision a distance of 280.00 feet to the point of beginning. Thence run North 55°18'23" West on a continuation of the aforesaid line a distance of 121.24 feet, more or less, to a point on the southeasterly right of way of State Road 15 (U.S. Highway 441); thence run South 35°08'49" West along the southeasterly right of way line of aforesaid highway a distance of 103.00 feet; thence run South 55°18'23" East a distance of 122.13 feet, more or less, to a point; thence run North 34°39'07" East, along a line parallel to the hereinabove described Everglades Avenue produced, a distance of 103.00 feet to the point of beginning.

Lots 8 and 9, Block 3, of Pioneer Investment Company's Sub-division of Canal Point, Florida, according to plat thereof recorded in Plat Book 4, page 47, of the Public Records of Palm Beach County, Florida.

**ALSO LESS AND EXCEPT,**

(ORB 18394/Page 1501)

**EXHIBIT A TO GRANT OF EASEMENT FROM  
UNITED STATES SUGAR CORPORATION TO  
CANAL POINT UTILITIES, INC.**

A strip of land, 5 feet on each side of a line beginning at a point on the northeasterly boundary line of and 330 feet from the easterly corner of Block 3, Pioneer Investment Co. Plat No. 1 of the Townsite of Canal Point, as recorded in Plat Book 4, Page 47, of the Public Records of Palm Beach County, Florida, said point also being at the terminus of the 10 feet wide alley in Block 3 of said subdivision, thence extending on a line produced from the above alley northeastward a distance of 65 feet; thence extending southeastward parallel to the northeasterly boundary of said subdivision a distance of 27 feet; thence extending northeastward parallel to Everglades Avenue of said subdivision, a distance of 35 feet to the termination of said line and easement, being located in Section 33, Township 41 South, Range 37 East.

A strip of land, 5 feet on each side of a line the beginning of which is located as follows: From the P.R.M. marking the westerly corner of Addition No. 2 to the Townsite of Canal Point as recorded in Plat Book 27, Page 118, of the Public Records of Palm Beach County, Florida, run along the northwesterly boundary of said subdivision a distance of 230 feet, thence run northwesterly parallel to 3rd Street of said subdivision a distance of 303 feet to the point of beginning: From the point of beginning extend northeasterly, parallel to the northwesterly boundary of said subdivision, a distance of 50 feet to the southwesterly boundary line of Canal Point Water Plant parcel and the termination of said line and easement; being located in Section 34, Township 41 South, Range 37 East.

**ALSO LESS AND EXCEPT,**



(ORB 18394, Page 1502)

A strip of land, 5 feet on each side of a line beginning at a point on the northeasterly side of and at a distance of 44 feet, more or less, from the marked northwesterly corner of the parcel conveyed to the County of Palm Beach for a Park as described and deeded August 7, 1962 and recorded in Deed Book 816, Page 647, of the Public Records of Palm Beach County, thence extending northerly on a line marking an angle of  $41^{\circ}02'42''$  with the northwesterly side of said Park parcel for a distance of 35 feet, more or less, thence extending northwesterly on a line parallel to the southwesterly side of said Park parcel a distance of 49 feet, more or less, to the southwesterly boundary line of Canal Point Water Plant parcel and the termination of said line and easement being located in Section 34, Township 41 South, Page 37 East.

A strip of land, 5 feet on each side of a line beginning at a point 10 feet northeasterly from the easterly corner of Block 3 of the Pioneer Investment Co. Plat No. 1 of the Townsite of Canal Point, as recorded in Plat Book 4, Page 47, of the Public Records of Palm Beach County, Florida, thence extending northwesterly parallel to the northeasterly boundary line of Block 3 of said subdivision a distance of 355 feet, more or less; thence southwesterly to a point on the northeasterly boundary of Block 3 of said subdivision and the termination of said line and easement, being located in Section 33 and 34, Township 41 South, Range 37 East.

A strip of land, 10 feet on each side of a line beginning at a point on the southeasterly boundary line of and 112.5 feet from the southerly corner of Block 1, Pioneer Investment Co., Plat No. 1 of the Townsite of Canal Point as recorded in Plat Book 4, Page 47, of the Public Records of Palm Beach County, Florida, said point also being at the terminus of the 20 feet wide alley in Block 1 of said subdivision, thence extending southeasterly parallel to the southwesterly boundary line of Block 12 of Addition No. 1 to the Townsite of Canal Point as recorded in Plat Book 24, Page 182, of the Public Records of Palm Beach County, a distance of 75 feet, more or less, to the termination of said line and easement at the west line of Section 33, Township 41 South, Range 37 East.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Page 1503)

**EXHIBIT A TO BILL OF SALE AND QUITCLAIM DEED FROM UNITED STATES  
SUGAR CORPORATION TO CANAL POINT UTILITIES, INC.**

All right, title and interest in and to those water lines with appurtment facilities which lie within the subdivision entitled Addition No. 2. to the Townsite of Canal Point, as recorded in Plat Book 27, Page 118, Public Records of Palm Beach County, Florida, located as follows:

In and along a 5 feet wide easement at the northwesterly side of Lot 1, Block 7, thence extending along Everglades Avenue on a line 2.5 feet from the northwesterly side thereof to a point near the westerly end of said Everglades Avenue, thence deflecting southward to the point of junctions with prior existing and previously conveyed water line;



In and along the 5 feet wide easement at the rear of Lots 1 to 7, inclusive, of Block 9, and extending along said line across Everglades Avenue;

In and along the 5 feet wide easement at the rear of Lots 1 to 7, inclusive, of Block 8, and extending along said line across Everglades Avenue;

In and along the 5 feet wide easement at the rear of Lots 1 to 9, inclusive, of Block 7;

In and along a 5 feet wide easement at the northwesterly side of Lot 9, Block 7, thence extending along Bryant Avenue on a line 2.5 feet from the northwesterly side thereof to a point of junction with the water line at the rear of Lot 7, Block 9.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1504)

A parcel of land in Section 34, Township 41 South, Range 37 East, more particularly described as follows: From an iron marker at the Easterly corner of the Pioneer Investment Company Plat No. 1 of the Townsite of Canal Point run North 55°12'40" West along the boundary of said Subdivision a distance of 185.00 feet to a point; thence run North 34°44'50" East along the prolongation of the Northwesterly line of Everglades Avenue of said Subdivision a distance of 787.00 feet to the Point of Beginning of said parcel. From the Point of Beginning run North 55°12'40" West a distance of 397.74 feet, more or less, to a point on the Southeasterly Right-of-Way of State Road 15; thence run North 35°14'32" East along said Right-of-Way a distance of 156.00 feet; thence run South 55°12'40" East a distance of 396.39 feet to a point; thence run South 34°44'50" West a distance of 156.00 feet back to the Point of Beginning; reserving a 5 feet strip for utilities easement along the second last named course of the hereinabove described parcel.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1505-1506)

Parcel 1: From the Permanent Reference Monument marking the easterly corner of Block 3, Pioneer Investment Co. Plat No. 1 of the Townsite of Canal Point as recorded in Plat Book 4, Page 47 of the Current Records of Palm Beach County, Florida, said Monument being also the westerly corner of Addition No. 2 to the Townsite of Canal Point as recorded in Plat Book 27, Page 118 of the Current Records of Palm Beach County, Florida, run N 34°44'50" E a distance of 100.00 feet along the northwesterly boundary of said Addition No. 2 to a point; thence run N 55°12'40" W a distance of 120.00 feet to the point of beginning:

From the point of beginning run N 55°12'40" W a distance of 50.00 feet; thence run N 34°44'50" E a distance of 130.00 feet; thence run S 55°12'40" E a distance of 50.00 feet; thence run S 34°44'50" W a distance of 130.00 feet to the point of beginning.

Said parcel is that parcel designated as "Lot 8, Block 4" on unrecorded plat of Canal Point, Florida

Parcel 2: From the Permanent Reference Monument marking the easterly corner of Block 3, Pioneer Investment Co. Plat No. 1 of the Townsite of Canal Point as recorded in Plat Book 4, Page 47 of the Current Records of Palm Beach County, Florida, said Monument being also the westerly corner of Addition No. 2 to the Townsite of Canal Point as recorded in Plat Book 27, Page 118 of the Current Records of Palm Beach County, Florida, run N 34°44'50" E a distance of 60 feet along the northwesterly boundary of said Addition No. 2 to a point; thence run N 55°12'40" W a distance of 120.00 feet to the point of beginning.

From the point of beginning run N 55°12'40" W a distance of 50.00 feet; thence run N 34°44'50" E a distance of 40.00 feet; thence run S 55°12'40" E a distance of 50.00 feet; thence run S 34°44'50" W a distance of 40.00 feet to the point of beginning.

Said parcel adjoins the southwesterly side of "Lot 8, Block 4" on unrecorded plat of Canal Point, Florida

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1507-1508)

Parcel 1: From the Permanent Reference Monument marking the easterly corner of Block 3, Pioneer Investment Co. Plat No. 1 of the Townsite of Canal Point as recorded in Plat Book 4, Page 47 of the Current Records of Palm Beach County, Florida, said Monument being also the westerly corner of Addition No. 2 to the Townsite of Canal Point as recorded in Plat Book 27, Page 118 of the Current Records of Palm Beach County, Florida, run N 34°44'50" E a distance of 100.00 feet along the northwesterly boundary of said Addition No. 2 to a point; thence run N 55°12'40" W a distance of 170.00 feet to the point of beginning:

From the point of beginning run N 55°12'40" W a distance of 50.00 feet; thence run N 34°44'50" E a distance of 130.00 feet; thence run S 55°12'40" E a distance of 50.00 feet; thence run S 34°44'50" W a distance of 130.00 feet to the point of beginning.

Said parcel is that parcel designated as "Lot 7, Block 4" on unrecorded plat of: Canal Pt., Florida

Parcel 2: From the Permanent Reference Monument marking the easterly corner of Block 3, Pioneer Investment Co., Plat No. 1 of the Townsite of Canal Point as recorded in Plat Book 4, Page 47 of the Current Records of Palm Beach County, Florida, said Monument being also the westerly corner of Addition No. 2 to the Townsite of Canal Point, as recorded in Plat Book 27, Page 118 of the Current Records of Palm Beach County, Florida, run N 34°44'50" E a distance of 60 feet along the northwesterly boundary of said Addition No. 2 to a point; thence run N 55°12'40" W a distance of 170.00 feet to the point of beginning.

From the point of beginning run N 55°12'40" W a distance of 50.00 feet; thence run N 34°44'50" E a distance of 40.00 feet; thence run S 55°12'40" E a distance of 50.00 feet; thence run S 34°44'50" W a distance of 40.00 feet to the point of beginning.

Said parcel adjoins the southwesterly side of "Lot 7, Block 4" on unrecorded plat of Canal Point, Florida

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1509-1510)

A parcel of land lying in Section 34, Township 41 South, Range 37 East, Palm Beach County, Florida, and being more particularly described as follows: COMMENCE at the U.S. Government meander corner, said corner being the intersection of the original meander line of Lake Okeechobee and the section line between Sections 33 and 34, in Township 41 South, Range 37 East; thence run N 54°51'11" W a distance of 25.4 feet to the center of U.S. 441; thence run N 35°08'49" E a distance of 1277.25 feet along the above described centerline; thence run S 54°51'11" E a distance of 233.00 feet to the Point of Beginning; thence run N 35°08'49" E a distance of 49.61 feet; thence run S 89°08'11" E a distance of 850.65 feet; thence run S 52°11'14" E a distance of 118.77 feet; thence run S 35°08'49" W a distance of 788.25 feet; thence run N 54°51'11" W a distance of 721.50 feet; thence run N 35°08'49" E a distance of 265.00 feet; thence run N 54°51'11" W a distance of 100.00 feet to the POINT OF BEGINNING

**ALSO LESS AND EXCEPT,**

(ORB 18394, Page 1511)

A strip of land 260 feet in width, which includes the northeasterly 100 feet of the existing canal right-of-way, extending throughout all that part of the West one-half (W 1/2) of Section 18, Township 42 South, Range 38 East, lying North and East of the West Palm Beach Canal, said 260 foot strip of land lying and being northeasterly of, parallel, contiguous, and as measured at right angles to the center line of the West Palm Beach Canal; LESS, HOWEVER, the east 30 feet and the west 30 thereof.

A strip of land 260 feet in width, which includes the northeasterly 100 feet of the existing canal right of way, extending through all that part of Section 12, Township 42 South, Range 37 East, lying north and east of the West Palm Beach Canal, said 260 foot strip of land lying and being northeasterly of, parallel, contiguous, and as measured at right angles to the center line of the West Palm Beach Canal, LESS, however, the West 30 feet and the East 30 feet of the West one-half (W 1/2), and the West 30 feet of the East one-half (E 1/2) of said Section 12, lying within the heretofore described 260 foot strip of land.

A strip of land 260 feet in width, which includes the northeasterly 130 feet of the existing canal right of way extending throughout all that part of Section 11, Township 42 South, Range 37 East, lying north and east of the West Palm Beach Canal, said 260 foot strip of land lying and being

northeasterly of, parallel, contiguous, and as measured at right angles to the center line of the West Palm Beach Canal, LESS, however, the east 30 feet of said Section 11, lying within the heretofore described 260 foot strip of land.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Page 1512-1513)

A strip of land 260 feet in width, which includes the northeasterly 130 feet of the existing canal right of way, extending throughout all that part of the West one-half (W 1/2) of Section 2, Township 42 South, Range 37 East, lying north and east of the West Palm Beach Canal, said 260 foot strip of land lying and being northeasterly of, parallel, contiguous, and as measured at right angles to the center line of the West Palm Beach Canal, LESS, however, the east 30 feet of the West one-half, (W 1/2) of Section 2, lying within the heretofore described 260 foot strip of land.

**ALSO:**

A strip of land 260 feet in width, which includes the northeasterly 100 feet of the existing canal right of way, extending throughout all that part of the east one-half (E 1/2) of Section 2, Township 42 South, Range 37 East, lying north and east of the West Palm Beach Canal, said 260 foot strip of land lying and being northeasterly of, parallel, contiguous, and as measured at right angles to the center line of the West Palm Beach Canal; LESS, however, the west 30 feet of the said east one-half (E 1/2) of Section 2, lying within the heretofore described 260 foot strip of land.

A strip of land 260 feet in width, which includes the northeasterly 130 feet of the existing canal right of way, extending through all that part of Section 3, Township 42 South, Range 37 East, lying north and east of the West Palm Beach Canal, said 260 foot strip of land lying and being northeasterly of, parallel, contiguous, and as measured at right angles to the centerline of the West Palm Beach Canal; LESS, HOWEVER, the north 60 feet of said Section 3, lying within the heretofore described 260 foot strip of land.

**ALSO:**

LESS, all that part thereof now occupied by the existing pumping station and related installations of Pelican Lake Subdrainage District.

A strip of land 260 feet in width, extending throughout all that part of Section 34, Township 41 South, Range 37 East, lying north and east of the West Palm Beach Canal, said 260 foot strip of land lying and being northeasterly of, parallel, contiguous, and as measured at right angles to the center line of the West Palm Beach Canal.

A strip of land 115 feet in width, which includes the northeasterly 100 feet of the existing canal right of way, said 115 foot strip of land lying and being northeasterly of, parallel, contiguous, and as measured at right angles to the centerline of the West Palm Beach Canal, and extending throughout all that parcel of land lying north and east of the West Palm Beach Canal in Section



33, Township 41 South, Range 37 East, said parcel of land being more fully described as follows:

Beginning at a point where the east line of Section 33, Township 41 South, Range 37 East intersects the north line of the right of way of the West Palm Beach Canal; thence, north along the section line to a point where said line intersects the easterly line of Lot 5 of Block 12 of the Pioneer Investment Company Plat No. 1, the Townsite of Canal Point, as recorded in Plat Book 4, Page 47 of the Public Records of Palm Beach County, Florida; thence, southwesterly along the east line of Block 12, prolonged to a point where said line intersects the north line of the right of way of the West Palm Beach Canal; thence, southeasterly along the north line of said right of way to the point of beginning.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Page 1515)

A strip of land 36 feet in width lying parallel and contiguous to the westerly toe of the levee as constructed and maintained by the Pelican Drainage District, and extending in a North-South direction throughout the South 3/4 of Section 23, Township 41 South, Range 37 East, Palm Beach County, Florida.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Page 1516)

All of the following described lands in Township 41 South, Range 38 East;

All of Section 5;

All of Section 6 less strip off West side 6 feet wide at North of Section and 50 feet wide at South of Section;

All of Sections 8, 16 and North and East of L-8 Right of Way

The Northeast diagonal one-half of Section 22;

All of Section 23.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Page 1517)

All those portions of Sections 25, 26 and 36 in Township 41 South, Range 38 East, Palm Beach County, Florida, lying North and East of Centerline of Easement for Central and Southern Florida Flood Control Districts' Levee L-8.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1525)

Sections 21, 25, 26, 27, 35, 36 and the diagonal southwest one-half of Section 22, Township 41 South, Range 38 East.

Said right of way for Levee L-8 being generally described as follows:

A strip of land 500 feet in width through Sections 21, 22, 25, 26, 27, 35, 36, Township 41 South, Range 38 East, extending general from the southeast corner of Section 36, Township 41 South, Range 38 East, thence in a northwesterly direction to the north boundary of Sections 21 and 22, in Township 41 South, Range 38 East, at a point near the northwest corner of said Section 22.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1533)

Canal Point Plats

Canal Point - Plat Book 4, Page 47, Palm Beach County

“ “ - Addition No. 1 - Plat Book 24, Page 182

“ “ - Addition No. 2 - Plat Book 27, Page 118

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1547)

A tract or parcel of land lying and situate in Sections 6 and 7, Township 41 South, Range 38 East, Palm Beach County, Florida, which tract or parcel is more particularly described as follows:

Beginning at the U.S. General Land Office pipe marking the Northwest corner of said Section 6, Township 41 South, Range 38 East run S 0°-13'-00" W along the Range line between Ranges 37 and 38 East, said Range Line being a straight line between the aforementioned U.S. General Land Office pipe and a like monument marking the Southwest corner of said Township, a distance of 5,282.18 feet more or less to a railroad rail monument marking the Southwest corner of said Section 6; thence continue S 0°-13'-00" W, along said Range Line, a distance of 106.0 feet; thence run S 89°-47'-00" E, perpendicular to said Range Line, a distance of 50.0 feet to a point; thence run N 0°-15'-00" W, a distance of 5,388.36 feet more or less to a point on the North line of Section 6, N 89°-33'-00"E from the Northwest corner of said Section; thence run S 89°-33'-00" W a distance of 6.0 feet to said Northwest corner of said Section 6, and the point of beginning.

**ALSO LESS AND EXCEPT,**

(ORB 18394, Pg 1550)

"All that tract or parcel of land situate and lying in Township 41, Range 37 East in the County of Palm Beach, State of Florida, containing one and one-fifth acres, more or less, and more particularly described as follows:

"Starting at United States Government meander corner between Section 33 and Section 34, Township 41 South Range 37 East, said corner being on the meander line of Lake Okeechobee, thence running South 73°45' E. 180 ft. to a point, thence north 33°12' E. 1025 ft. to the point of beginning thence 265 ft. E 34°22' W; thence approximately 200 ft. N 55°38' W to the Connor's Highway, thence following the east boundary of Connor's Highway approximately 265 feet to a point on a line running from the aforesaid point of beginning in a direction N 55°38' W; thence on the line S 55°38' E to the point of beginning.

"LESS any part of the foregoing tract or parcel which lies within the following described parcel:

"A parcel of land in Section 27 and 34, Township 41 South, Range 37 East, Canal Point, Palm Beach County, Florida, more particularly described as follows:

"Beginning at P.I. Station 12 plus 30.34 on the center line location of Connor's Highway (also known as State Road No. 15) according to the right of way map thereof recorded in Plat Book 16, Page 55, Public Records of Palm Beach County, Florida, said P.I. Station being N 54°40'51" W 25.6 feet from the U.S. General Land Office meander corner on the west line of said Section 34; thence N 35°08'49" E along the center line of said right of way, a distance of 1012.23 feet; (note: the bearings used herein are the same as used on said right of way map) thence S 54°51'11" E a distance of 33 feet to the point of beginning and the southwesterly corner of the parcel of land herein described; thence along the same course S 54° 51'11" E a distance of 200 feet; thence N 35°08'49" E a distance of 265 feet; thence N 54°51'11" W a distance of 200 feet to a point in the easterly right of way line of said Connor's Highway; thence S 35°08'49" W along said easterly right of way line a distance of 265 feet to the point of beginning.

**TOGETHER WITH,**

(2005 Title Policy, Together with Parcels 1-28, Parcel 23)

That certain parcel of land conveyed by James H. Hendrie, et al. to United States Sugar Corporation by the Warranty Deed recorded in Official Records Book 14643, page 945 of the public records of Palm Beach County, Florida, being more particularly described as follows:

That part of the fractional North 3/4, Section 10, Township 41 South, Range 37 East, lying East of the Easterly right of way line of State Road 15, less any of said land lying with the right of way of Levee L-8 in Deed Book 970, page 388, of the public records of Palm Beach County, Florida.

**TOGETHER WITH,**

(2005 Title Policy, Together with Parcels 1-28, Parcel 26)

Those certain parcels of land conveyed by Camaro Farms, Inc. to United States Sugar Corporation by the Warranty Deed recorded in Official Records Book 16790, page 592 of the public records of Palm Beach County, Florida, being more particularly described as follows:

A parcel of land located in Section 1, Township 42 South, Range 37 East, Palm Beach County, lying contiguous to the North line of said Section and said Township, more particularly described as follows: From a point on the North line of said Section 1, 2759.55 feet Easterly from the Northwest corner thereof, run North 88 05' 00" East along the North line of the section a distance of 1076.18 feet, more or less, to a point; thence run South 00 30' 28" East a distance of 1185.31 feet, more or less, to a point; thence run north 89 52' 15" West a distance of 1075.92 feet more or less, to a point; thence run North 00 30' 28" West a distance of 1146.89 feet, more or less to the North line of the section and the Point of Beginning. Together with: A parcel of land located in Section 1, Township 42 South, Range 37 East, Palm Beach County, Florida, lying contiguous to the North line of said Section and said Township and more particularly described as follows: From a point on the North line of said Section 1, 80.02 feet from the Northwest corner thereof, run North 88 05' 00" East along the North line of the Section, a distance of 2679.53 feet, more or less, to a point; thence run South 00 30' 28" East a distance of 1146.89 feet, more or less, to a point; thence run North 89 52' 15" West a distance of 2098.96 feet, more or less, to a point, thence run North 00 30' 07" West a distance of 660.05 feet, more or less, to a point; thence run North 89 52' 15" West a distance of 580.05 feet, more or less, to a point; thence run North 00 30' 00" West parallel to and 80 feet Easterly of the West line of said Section, a distance of 391.22 feet, more or less, to the North line of said Section and the Point of Beginning. Together with: Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 1, Township 42 South, Range 37 East, LESS the West 80.02 feet thereof.

**LESS AND EXCEPT,**

(2005 title policy, less out parcels 1-42, Parcel 13)

That certain parcel of land conveyed by United States Sugar Corporation to Thomas G. Tillis and June R. Tillis, his wife by Quit Claim Deed recorded in Official Records Book 7259, page 1969 of the public records of Palm Beach County, Florida, being more particularly described as follows:

A parcel of land lying in Sections 33 and 34, Township 41 South, Range 37 East, Palm Beach County, Florida, being more particularly described as follows: From an iron pin marking the northeast corner of Block 3 of THE PIONEER INVESTMENT CO. PLAT NO. 1, THE TOWNSITE OF CANAL POINT, according to the Plat recorded in Plat Book 4, page 47 of the public records of Palm Beach County, Florida, run N 34 39' 07" E along the westerly line of Everglades Avenue extended, a distance of 100.0 feet to an iron pin; thence N 55 18' 23" W a distance of 220.00 feet, to the Point of Beginning; thence continue N 55 18' 23" W a distance of 185.15 feet to the easterly right of way of State Road 15; thence run S 35 19' 09" W along said right of way a distance of 40.00 feet; thence run S 55 18' 23" E a distance of 185.62 feet; thence run N 34 39' 07" E a distance of 40.00 feet to the Point of Beginning.

**ALSO LESS AND EXCEPT,**



(2005 title policy, less out parcels 1-42, Parcel 14)

That certain parcel of land conveyed by United States Sugar Corporation to Canal Point United Methodist Church by Quit Claim Deed recorded in Official Records Book 7964, page 1366 of the public records of Palm Beach County, Florida, being more particularly described as follows:

A parcel of land lying in Section 34, Township 41 South, Range 37 East, Palm Beach County, Florida, being more particularly described as follows: From an iron pin marking the easterly corner of Block 3 of THE PIONEER INVESTMENT CO. PLAT NO. 1, THE TOWNSITE OF CANAL POINT, according to the Plat recorded in Plat Book 4, page 47 of the public records of Palm Beach County, Florida, run N 34 39' 07" E along the northwesterly line of Everglades Avenue extended, a distance of 100.0 feet to an iron pin and Point of Beginning of this description; thence run N 55 18' 23" W a distance of 62.00 feet; thence run S 34 39' 07" W a distance of 40.00 feet; thence run S 55 18' 23" E a distance of 62.00 feet; thence run N 34 39' 07" E a distance of 40.00 feet to the Point of Beginning.

**ALSO LESS AND EXCEPT,**

(2005 title policy, less out parcels 1-42, Parcel 16)

Land as described in that certain Easement Agreement between United States Sugar Corporation and Walker J. Kautz, et ux., recorded in Official Records Book 1393, page 532 of the public records of Palm Beach County, Florida, being more particularly described as follows:

A strip of land 36 feet in width lying parallel and contiguous to the westerly toe of the levee as constructed and maintained by the Pelican Drainage District, and extending in a North-South direction throughout the N ½ of NE ¼ of Section 23, Township 41 South, Range 37 East, Palm Beach County, Florida.

**ALSO LESS AND EXCEPT,**

(2005 title policy, less out parcels 1-42, Parcel 22)

That certain parcel of land conveyed by United States Sugar Corporation to Camaro Farms, Inc., by the Warranty Deed recorded in Official Records Book 16790, page 588 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Parcel 1: Lots 23 through 31, inclusive, Lakeview Colony, according to the plat thereof as recorded in Plat Book 1, Page 94, public records of Palm Beach County, Florida.

Parcel 2: A parcel of land in Section 24, Township 41 South, Range 37 East, Palm Beach County, Florida lying 60.00 feet west of the United States Sugar Corporation's Railroad, being more particularly described as follows:

Commencing at a found 2" rail with no identification run North 00°01'56" West along the West line of said Section 24 a distance of 1349.39 feet to the South line of Lot 30, Lake View Colony

as recorded in Plat Book 1, Page 94, public records of Palm Beach County, Florida for the Point of Beginning of the following described parcel of land:

From said Point of Beginning, thence continue North 00°01'56" West long the West line of said Section 24 a distance of 1292.73 feet to a found 68# railroad rail with no identification marking the West 1/4 corner of said Section 24; thence continue North 00°01'56" West along the West line of said Section 24 a distance of 114.23 feet to a set ½" iron rod with cap stamped USSC \* PSM2867 on the North line of said Lot 30 and South right of way of Hole in the Wall Road; thence continue North 00°01'56" West along the West line of said Section 24 a distance of 60.01 feet to a set ½" iron rod with cap stamped USSC \* PSM 2867 on the South line of Lot 29, of said Lake View Colony subdivision and North right of way of Hole in the Wall Road; thence continue North 00°01'56" West along the West line of said Section 24 a distance of 1374.95 feet to the North line of said Lot 29; thence North 87°24'41" East a distance of 194.84 feet to a set ½" iron rod with cap stamped USSC \* PSM 2867 marking the North end of a non-tangent curve lying 60.00 feet Westerly of and concentric with the centerline of the United States Sugar Corporation Railroad mainline; thence Southerly 342.63 feet along said curve, which is concave to the East, has a radius of 1759.71 feet, a central angle of 11°09'21", and a long chord which bears South 3°05'31" West and is 342.09 feet long; thence South 00°15'21" West, parallel with and 60.00 feet Westerly of said Railroad centerline, a distance of 2509.40 feet to a set ½" iron rod with cap stamped USSC \* PSM 2867; thence South 89°58'12" West a distance of 158.12 feet to the said Point of Beginning.

**ALSO LESS AND EXCEPT,**

Any and all lands owned by drainage districts formed under Chapter 298 of Florida Statutes.



**EXHIBIT A-2**

**PROPERTY TO BE RETAINED BY SELLER**

**CLEWISTON MILL & REFINERY**

A parcel of land lying in Sections 21, 22, 27 and 28, Township 43 South, Range 34 East, Hendry County, Florida, being more particularly described as follows: Commence at the Northeast corner of said Section 22 and run S00°40'16"E, along the East line of said Section 22, a distance of 7.93 feet to the South right-of-way of Sonora Avenue and the Point of Beginning of the parcel of land herein described; Thence continue S00°40'16"E, along the East line of said Section 22, a distance of 5,311.68 feet to the Southeast corner of said Section 22 (also being the Northeast corner of said Section 27); Thence S00°28'06"E, along the East line of Section 27 a distance of 5,277.32 feet to the Southeast corner of said Section 27; Thence S89°53'09"W, along the South line of said Section 27, a distance of 5,277.88 feet to the Southwest corner of said Section 27 (also being the Southeast of said Section 28); Thence S89°53'05"W, along the South line of the East one-half of said Section 28, a distance of 2,645.73 feet to the Southwest corner of the East one-half of said Section 28; Thence N00°26'11"W, along the West line of the East one-half of said Section 28, a distance of 5,279.74 feet to the Northwest corner of the East one-half of said Section 28 (also being the Southwest corner of the east one-half of Section 21); Thence N00°33'08"W, along the West line of the East one-half of Section 21, a distance of 3,801.54 feet; Thence S61°00'11"W, along the Northeasterly extension of Parcel Z and along the North line of said Parcel Z, described in O.R. Book 125, Page 20, Public Records of Hendry County, Florida, a distance of 440.55 feet to the Northwest corner of said Parcel Z; Thence S00°23'58"E a distance of 267.57 feet to a point on the North line of Tract A for the plat of Harlem Addition No. 7 as recorded in Plat Book 4, Pages 80-81, Public Records of Hendry County, Florida (also being the Southwest corner of Parcel Z); Thence S89°42'01"W, along the North line of said Tract A, a distance of 128.26 feet; Thence S87°27'53"W, along the North line of lands described in O.R. Book 184, page 31, Public Records of Hendry County, Florida, a distance of 20.19 feet, to the Southeast corner of Parcel 7D (also known as Harlem Gardens) as recorded in O.R. Book 125, Page 18; Thence N00°30'39"W, along the East line of said Parcel 7D, a distance of 480.06 feet to the Northeast corner of said Parcel 7D; Thence S89°28'10"W, along the North line of said Parcel 7D, a distance of 848.67 feet to the Southeast corner of a certain parcel of land described in O.R. Book 176, Page 186 of said Public Records of Hendry County, Florida; Thence N00°31'50"W a distance of 100.00 feet to a point on the South line of the plat of South Ridge, as recorded in Plat Book 4, Pages 98-99, Public Records of Hendry County, Florida, (also being the Northeast corner of said parcel described in O.R. Book 176, Page 186); Thence N89°28'10"E, along the South line of said South Ridge, a distance of 1,008.29 feet to the Southeast corner of said South Ridge; Thence N61°32'35"E, along the South line of (and the Northeasterly extension of) a certain parcel of land described in O.R. Book 367, Page 870, Public Records of Hendry County, Florida, a distance of 426.04 feet to a point on the West line of the East one-half of Section 21; Thence N00°33'08"W, along the West line of the east one-half of Section 21, a

distance of 954.79 feet to a point on the South right-of-way of Georgia Avenue (formerly known as S.R. 832); Thence Northeasterly along the arc of the curved right-of-way of Georgia Avenue (said curve being curved concave to the South with a delta angle of 22°29'27" and a radius of 596.62 feet, and having a chord bearing of N78°12'46"E and a chord length of 232.70 feet) a distance of 234.20 feet to the end of this curve; Thence along the Southerly right-of-way line of said Georgia Avenue the following courses and distances; N89°28'01"E a distance of 1,971.12 feet, S00°34'01"E a distance of 20.00 feet, N89°32'36"E a distance of 98.71 feet and N00°34'01"W a distance of 180.02 feet to a point on the North line of the East one-half of said Section 21; Thence N89°28'12"E, along the North line of the East one-half of Section 21 (also being the South right-of-way line of Sonora Avenue), a distance of 342.60 feet to the Northeast corner of Section 21 (also being the Northwest corner of Section 22); Thence N89°30'42"E, along the North line of the Northwest one-quarter of Section 22 (also being the South right-of-way line of Sonora Avenue), a distance of 2,634.70 feet; Thence N89°30'47"E, along the North line of the Northeast one-quarter of Section 22 (also being the South right-of-way line of Sonora Avenue), a distance of 2203.81 feet; Thence S00°29'13"E, along said right-of-way line, a distance of 5.00 feet; Thence N89°30'47"E, along said right-of-way line, a distance of 171.52 feet; Thence Northeasterly along the arc of the curved right-of-way of Sonora Avenue (said curve being curved concave to the South with a delta angle of 01°17'52" and a radius of 11,424.16 feet, and having a chord bearing of N89°50'19"E and a chord length of 258.78 feet) a distance of 258.78 feet to the end of this curve and the Point of Beginning.

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT:

EASEMENT A:

The North 90.00 feet of the South 155.00 feet of the East 270.00 feet of Section 15, Township 43 South, Range 34 East, Hendry County, Florida.

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT:

EASEMENT B:

A 100 foot strip of land in Section 14, Township 43 South, Range 34 East, Hendry County, Florida, lying 50.00 feet on each side of the following described centerline:

Commence at the Southwest corner of said Section 14 run N00°28'47"W, along the West line of said Section 14, a distance of 47.38 feet; Thence run N43°00'38"E, along the centerline of a United States Sugar Corporation waterline easement, a distance of 5,428.03 feet to a point on the Southerly right-of-way for Old S.R. 80; Thence continue N43°00'38"E a distance of 66.30 feet to a point on the Northerly right-of-way for Old S.R. 80, said point also being the Point of Beginning of the centerline herein described; Thence continue N43°00'38"E a distance of 584.24 feet to a point on the Southerly right-of-way for U.S. 27 (formerly known as S.R. 25/S.R. 80), said point also being the Point of Terminus.

Sidelines to be lengthened or shortened to begin and end on right-of-way lines.

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT:

EASEMENT C:

A 100 foot strip of land in Section 14, Township 43 South, Range 34 East, Hendry County, Florida, lying 50.00 feet on each side of the following described centerline:

Commencing at the Southwest corner of said Section 14 run N00°28'47"W, along the West line of Section 14, a distance of 47.38 feet; Thence run N43°00'38"E, along the centerline of a United

States Sugar Corporation waterline easement, a distance of 5,428.03 feet, to a point on the Southerly right-of-way for Old S.R. 80; Thence continue N43°00'38"E a distance of 66.30 feet to a point on the Northerly right-of-way for Old S.R. 80; Thence continue N43°00'38"E a distance of 584.24 feet, to a point on the Southerly right-of-way for U.S. 27 (formerly know as S.R. 25/S.R. 80); Thence continue N43°00'38"E a distance of 208.92 feet to a point on the Northerly right-of-way for U.S. 27 (formerly know as S.R. 25/S.R. 80), said point also being the Point of Beginning of the strip of land herein described; Thence continue N43°00'38"E a distance of 73.21 feet, to a point on the Southerly right-of-way of Herbert Hoover Dike for the United States Army Corps of Engineers, said point also being the Point of Terminus. Sidelines to be lengthened or shortened to begin and end on right-of-way lines.

**TOGETHER WITH: \***

Easement reserved in deed from United States Sugar Corporation to Elbert L. Stewart recorded in Deed Book 26, page 62, public records of Hendry County, Florida over and across a strip of land 100 feet in width, being 50 feet on each side of the water pipe line as located on February 3, 1950, extending from a point in Lake Okeechobee to United States Sugar Corporation's Water Treatment Plant, which pipe line extends along a course described as follow:

Beginning at a point on the West line of Section 14, Township 43 South, Range 34 East, Hendry County, Florida, a distance of 47.32 feet North of the southwest corner thereof; thence along a line running in a Northeasterly direction, determined by turning an angle of 43° 29' 25" to the right from the West line of the section, which line extends from the Point of Beginning for a distance of 5,463.66 feet, more or less, to the center line of State Highway Nos. 25 and 80.

**TOGETHER WITH: \***

Land described in that certain deed from the Trustees of the Internal Improvement Fund to United States Sugar Corporation recorded in Deed Book 675, page 475, public records of Palm Beach County, Florida, being more particularly described as follows:

A strip of land 100 feet wide on each side of a line described as follows:

From the southeast corner of Section 14, Township 43 South, Range 34 East, Hendry County, Florida, run N 0° 33' 55" W along the east line of said Section a distance of 4,101.05 feet to an intersection with the southerly right of way line of the United States Levee as recorded on page 80 of Plat Book 2 of the public records of Hendry County, Florida; thence run N 59° 00' 57" W along said right of way line a distance of 1,087.09 feet to a point; thence run N 30° 59' 03" E at right angles to said right of way line a distance of 510.00 feet to a point; thence run N 43° 09' 03" E a distance of 705.85 feet to an intersection with the northerly right of way line (1,200.00 feet northeasterly from and parallel to the aforementioned southerly right of way line) of the United States Levee which point of intersection is the point of beginning.

From the above described point of beginning run N 43° 09' 03" E a distance of 21,116.54 feet to a point.

All bearings used in the foregoing description are from the meridian referred to on the above mentioned recorded plat of the United States Levee right of way.

\* Bearings for the last two "TOGETHER WITH" parcels are not the same bearing basis as the rest of the description. The last two "TOGETHER WITH" parcels are from previously recorded instruments.

### **BRYANT MILL**

A parcel of land lying in Sections 2, 3 and 10, Township 42 South, Range 37 East, Palm Beach County, Florida. Being more particularly described as follows:

Beginning at the Southwest corner of said Section 3, run North 00°45'13" West, along the West line of said Section 3, a distance of 1384.98 feet; thence departing said West line run South 87°48'08" East, a distance of 127.86 feet; thence South 85°33'58" East, a distance of 102.92 feet; thence North 89°52'42" East, a distance of 2380.79 feet; thence North 01°52'40" West, a distance of 1250.75 feet; thence South 89°48'49" East, a distance of 897.98 feet; thence North 04°12'32" East, a distance of 57.06 feet; thence South 88°35'26" East, a distance of 70.54 feet; thence North 00°50'14" East, a distance of 443.99 feet; thence North 14°59'56" East, a distance of 85.07 feet; thence North 38°25'25" East, a distance of 779.25 feet to the Southwesterly right-of-way line of Conners Highway (State Road 700), as described in Deed Book 532, Page 260, and Deed Book 532, Page 258, as recorded in the Public Records of Palm Beach County, Florida; thence South 52°02'58" East, along said Southwesterly right-of-way line, a distance of 2294.74 feet; thence continue along said Southwesterly right-of-way line South 49°53'47" East, a distance of 966.21 feet to a point on the approximate centerline of an existing railroad track; thence departing aforesaid Southwesterly right-of-way and along the approximate centerline of said railroad track the following courses and distances; South 41°06'43" West, a distance of 1546.56 feet to the beginning of a curve concave to the Southeast, having a radius of 880.65 feet; thence Southwesterly along the arc of said curve through a central angle of 39°59'29", a distance of 614.68 feet to a point of tangency; thence South 01°07'14" West, a distance of 5330.71 feet to the South line of aforesaid Section 10; thence departing said approximate centerline of railroad tracks, run South 89°54'28" West along said South line of Section 10, a distance of 4454.48 feet; thence departing said South line, run North 35°11'47" West, a distance of 1280.67 feet; thence North 01°30'41" West, a distance of 273.13 feet; thence South 89°51'20" West, a distance of 63.96 feet to the West line of said Section 10; thence North 00°13'51" East along said West line, a distance of 3962.19 feet to the Northwest corner of said Section 10 and the Point of Beginning. Containing 946.96 acres, more or less.

### **SOUTHERN GARDENS CITRUS PROCESSING PLANT**

All that part of the following described parcel lying East of County Road 833. The Southwest One-Quarter of Section 15, Township 43 South, Range 32 East, Hendry County, Florida less the Right-Of-Way for County Road 833 (100 feet wide).

AND,

All of the North 689.43 feet (as measured on a perpendicular to the North line) of the Northwest Quarter (NW-1/4) of Section 22, Township 43 South, Range 32 East, lying easterly of County Road 833 (100 feet wide).



**SOUTHERN GARDENS CITRUS PROCESSING PLANT -**  
**ADDITIONAL 320 ACRES, MORE OR LESS,**  
**RETAINED FOR FUTURE WATER DETENTION**

Two parcels of land in Section 22, Township 43 South, Range 32 East, Hendry County, Florida described as follows:

The west ½ of said Section 22 lying easterly of County Road 833 right of way and lying north of the Stitt Ranch, Inc. parcel as described in Official Record Book 361, page 626, Public Records of Hendry County, Florida, less and except the north 689.43 feet thereof.

Together with:

That part of the east ½ of said Section 22 lying north of the Stitt Ranch, Inc. parcel as described in Official Record Book 361, page 626, Public Records of Hendry County, Florida and lying west of the Glades Electric Cooperative, Inc. transmission line easement as recorded in Official Record Book 498, page 1783, Public Records of Hendry County, Florida, less and except the north 3,800.00 feet thereof.

Contains 320 acres, more or less.

**UNITED STATES SUGAR CORPORATION'S**  
**CORPORATE OFFICES IN CLEWISTON**

All of Block 182 and Block 200 of the General Plan of Clewiston, Florida, as revised September 7, 1937, according to the plat thereof recorded in Plat Book 2, Pages 71-78, inclusive, Public Records of Hendry County, Florida.

And

That portion of Pasadena Avenue between an extension of the Westerly boundary of the right-of-way of Ponce de Leon Avenue and an extension of the Easterly boundary of the right-of-way of W.C. Owen Avenue of the General Plan of the City of Clewiston, Florida, as revised September 7, 1937, according to the plat thereof recorded in Plat Book 2, Pages 71-78, inclusive, Ordinance No. 96-01, as recorded in Official Record Book 541 at Page 816, Public Records of Hendry County, Florida.

**SOUTH CENTRAL FLORIDA EXPRESS, INC. OFFICE PARCEL**  
**OWNED BY UNITED STATES SUGAR CORPORATION**

All of Block 115, of the General Plan of Clewiston, according to the plat thereof recorded in Plat Book 2, page 71, public records of Hendry County, Florida.

**SOUTHERN GARDENS (HOOKER'S POINT) HOUSING VILLAGE**  
**OWNED BY SBG FARMS, INC.**

A parcel of land in the southwest quarter of the northeast quarter of Section 24, Township 43 South, Range 34 East, Hendry County, Florida described as follows:





POINT OF BEGINNING being at the southwest corner of the southwest quarter of the northeast quarter

Thence run N89°06'04"E along the east-west quarter section line a distance of 975.43 feet;

Thence N00°27'42"W a distance of 651.91 feet;

Thence S89°29'06"W a distance of 24.88 feet;

Thence N00°27'42"W a distance of 48.64 feet to the southerly right of way of Hooker's Point Road;

Thence southwesterly, westerly, and northwesterly along said road right of way a distance of 1018.31 feet more or less to the north-south quarter section line;

Thence S00°22'20"E along said quarter section line a distance of 540.89 feet to the said POINT OF BEGINNING.

### **TOWNHOUSE IN TALLAHASSEE, FLORIDA**

Commence at the Northwest corner of Lot 12, Block "A", GOVERNOR'S PARK, a subdivision recorded in Plat Book 2, Page 109, of the public records of Leon County, Florida, and continue thence South 10 degrees 59 minutes West 190.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence South 79 degrees 01 minutes East 151.65 feet to a point on the West right-of-way line of Holland Drive, thence North along said right-of-way line 36.68 feet, thence North 79 degrees 01 minutes West 144.66 feet, thence South 10 degrees 59 minutes West 36.00 feet to the POINT OF BEGINNING and subject to an easement for ingress and egress across the most Westerly 42.00 feet. The foregoing described parcel being a part of Lot 12, Block "A", GOVERNOR'S PARK subdivision and the Northern half of that portion of the Governor's Drive right-of-way adjacent to said Lot 12, which is abandoned.

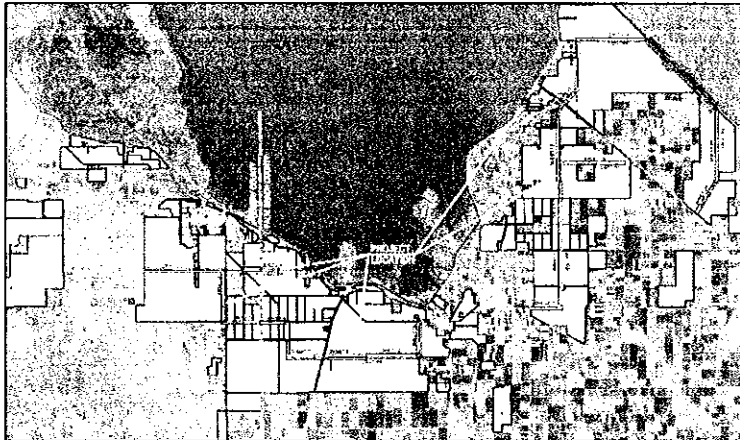
### **SOUTH CENTRAL FLORIDA EXPRESS, INC.**

Any and all property owned by South Central Florida Express, Inc., whether located in the Counties or elsewhere.

### **SOUTHERN GARDENS CITRUS NURSERY, LLC**

Any and all property owned by Southern Gardens Citrus Nursery, LLC, whether located in the Counties or elsewhere.

## AERIAL RAILROAD EXHIBIT



LOCATION MAP

INDEX OF SHEETS

APPROVED BY:

**JOHNSON**  
**ENGINEERING**

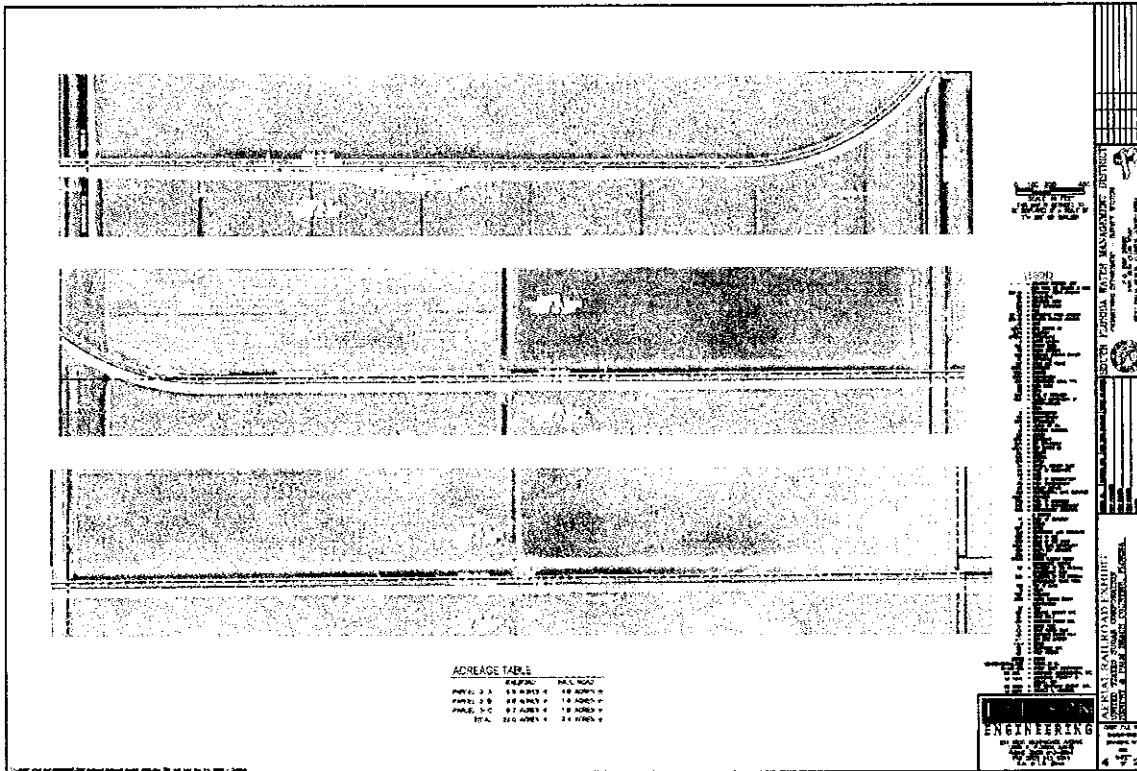
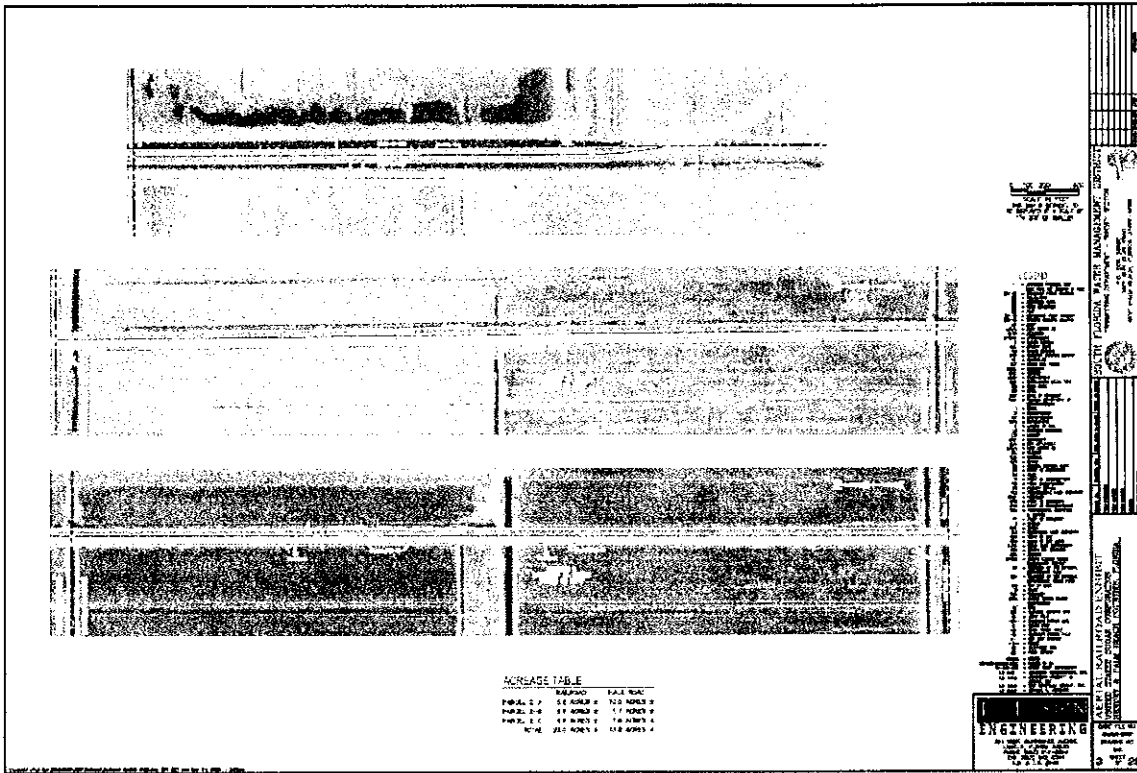
**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**  
 DISTRICT HEADQUARTERS • 3001 W. 11TH AVE.  
 FORT LAUDERDALE, FLA. 33311  
 TEL. 361-2211

AIRTEL RAILROAD EXTERIOR  
UNITED STATES STEEL CORPORATION  
MONTROSE & PALM BEACH COUNCIL, FLORIDA

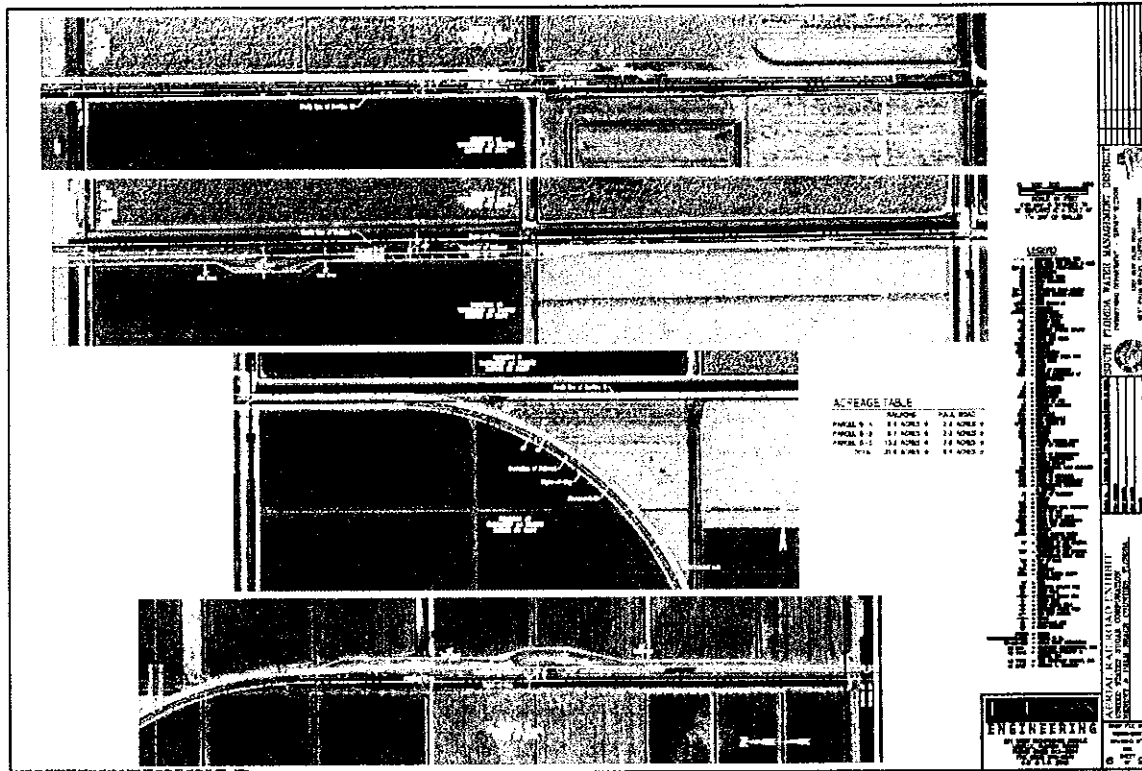
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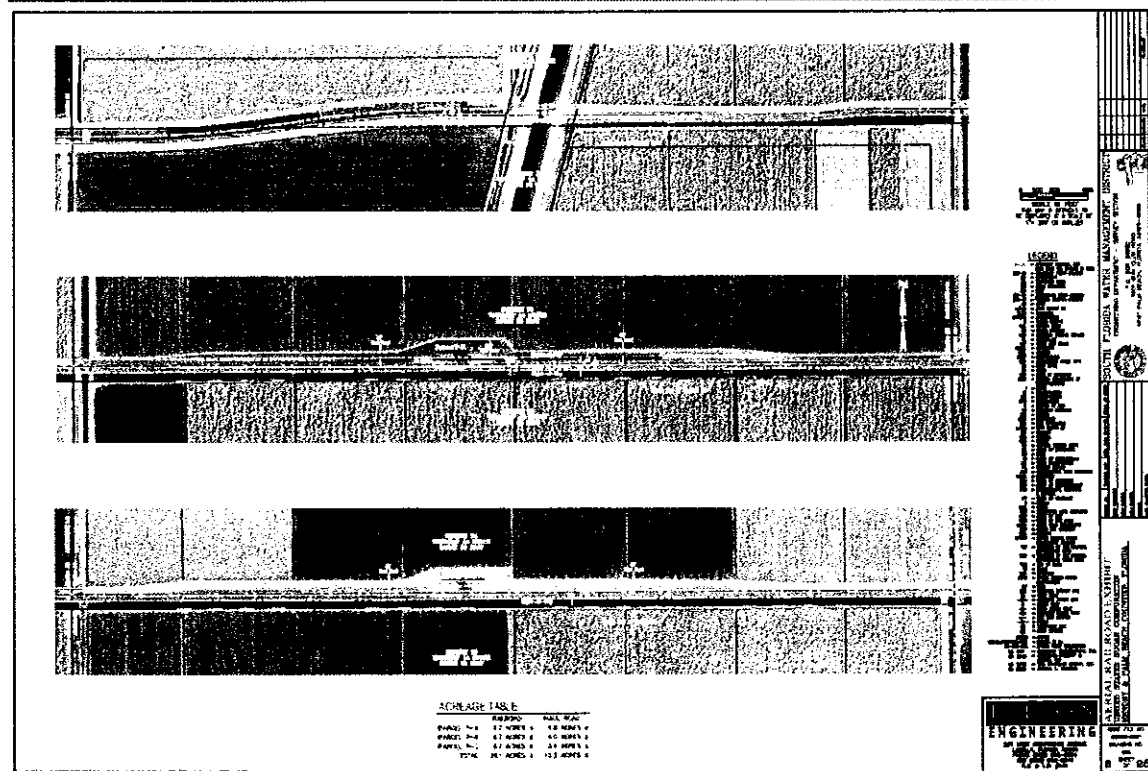
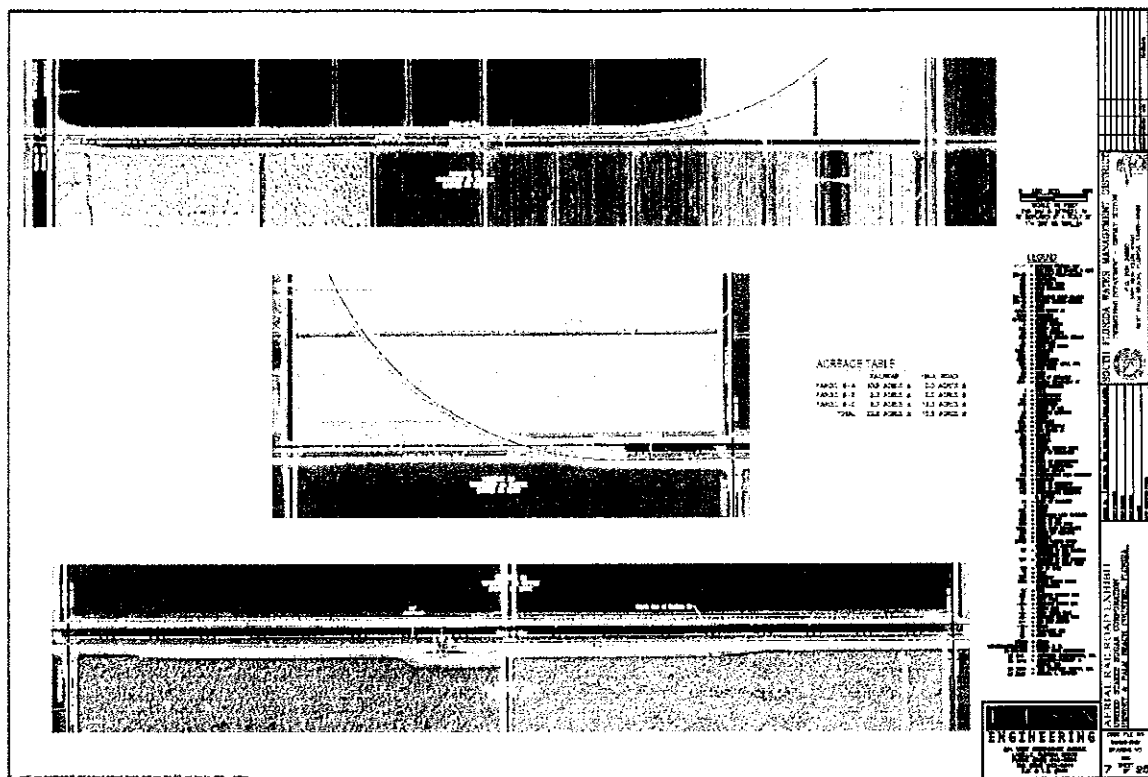
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PAGE 1-A	47 APR 23	23 APR 23
PAGE 1-B	93 APR 24	24 APR 23
PAGE 1-C	97 APR 24	24 APR 23
PAGE 1-D	97 APR 24	24 APR 23
PAGE 1-E	97 APR 24	24 APR 23

ENGINEERING

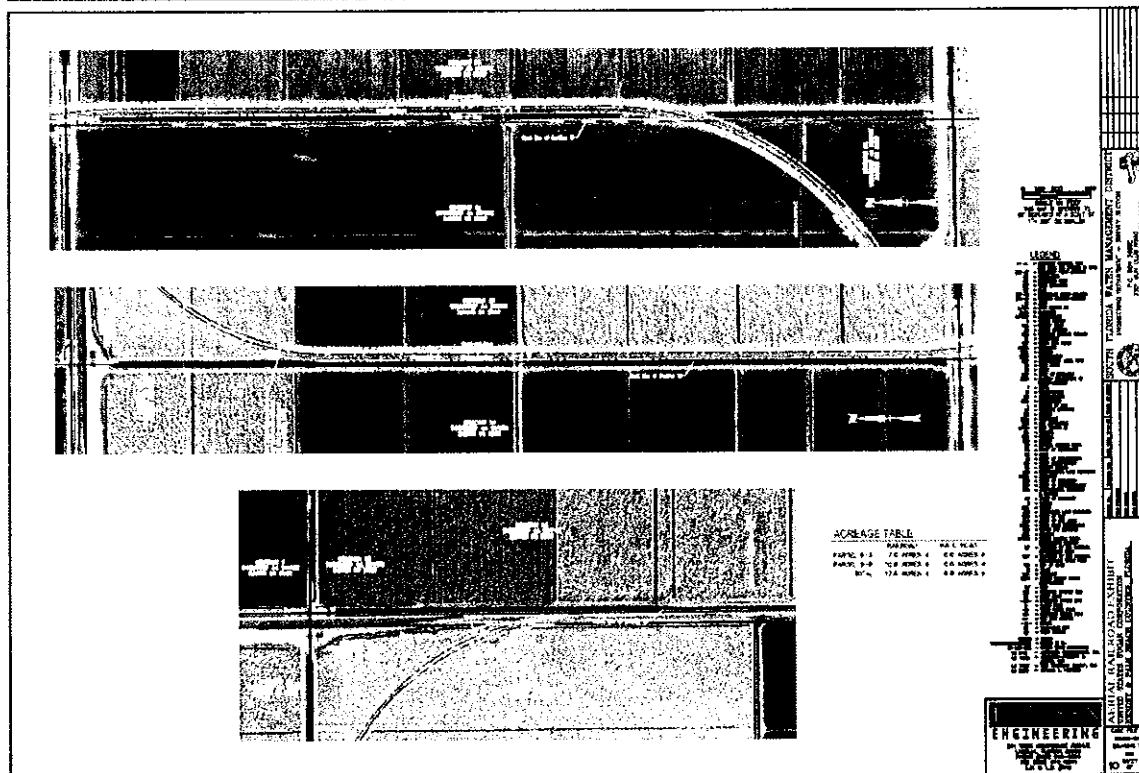
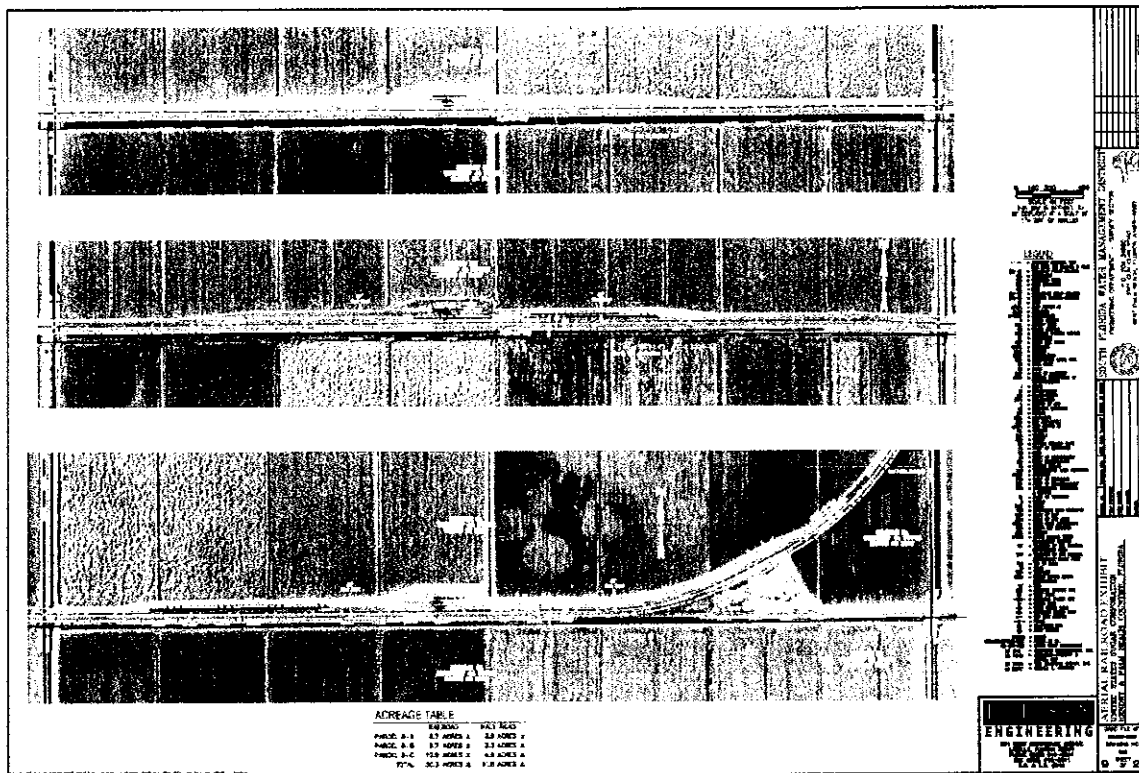


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CDH



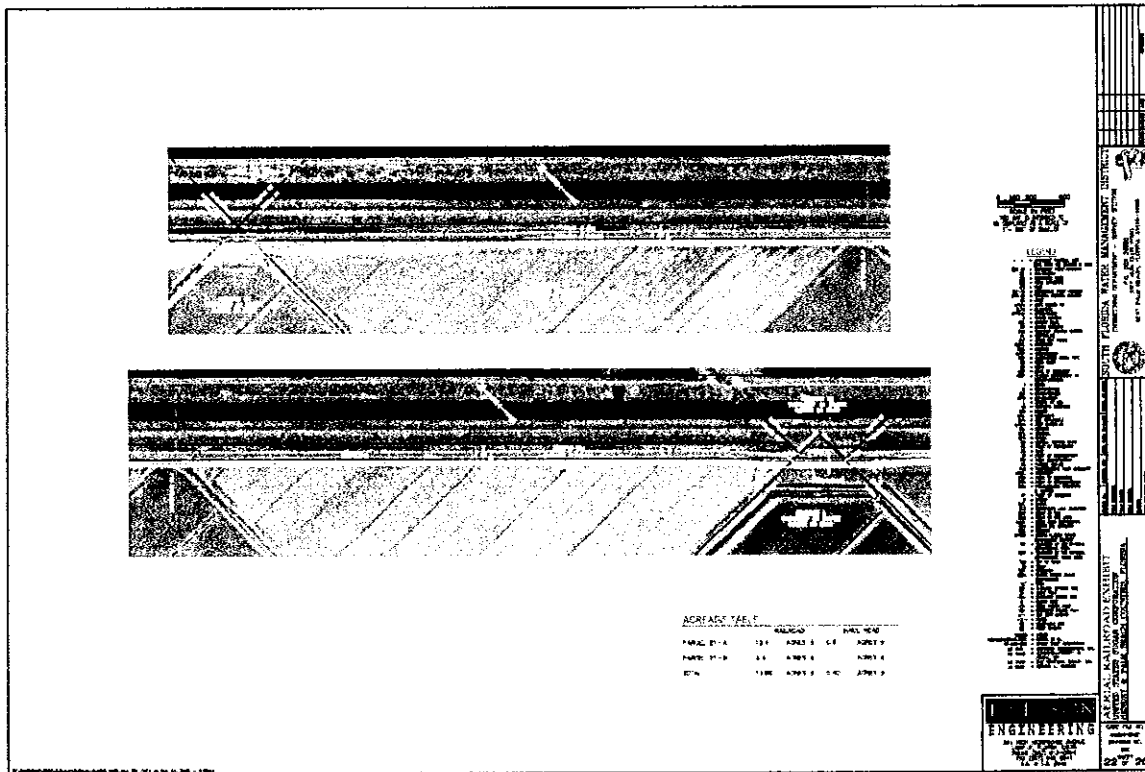
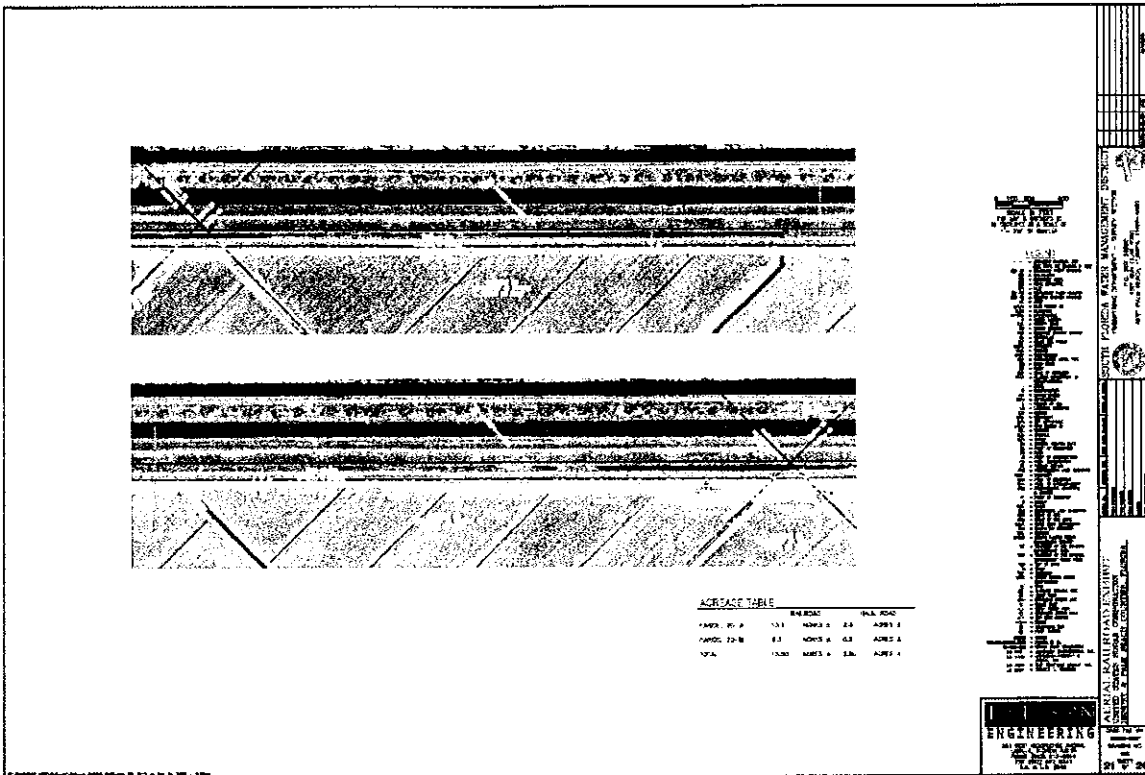




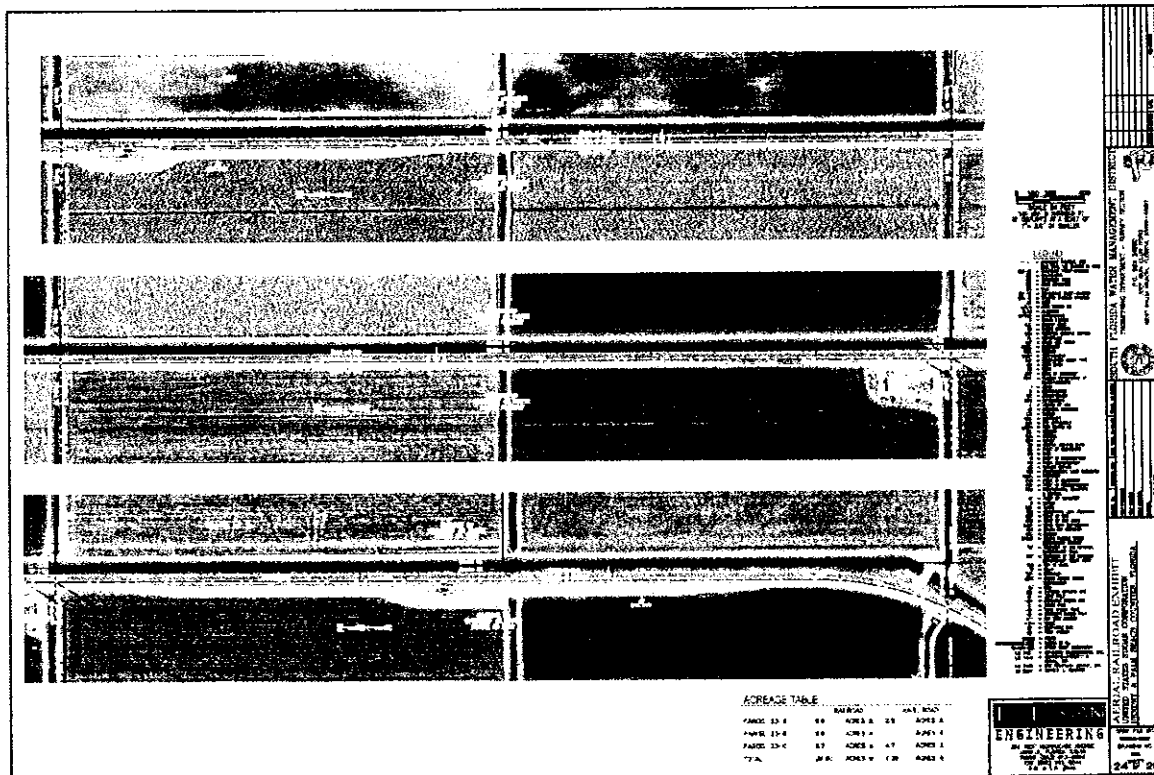
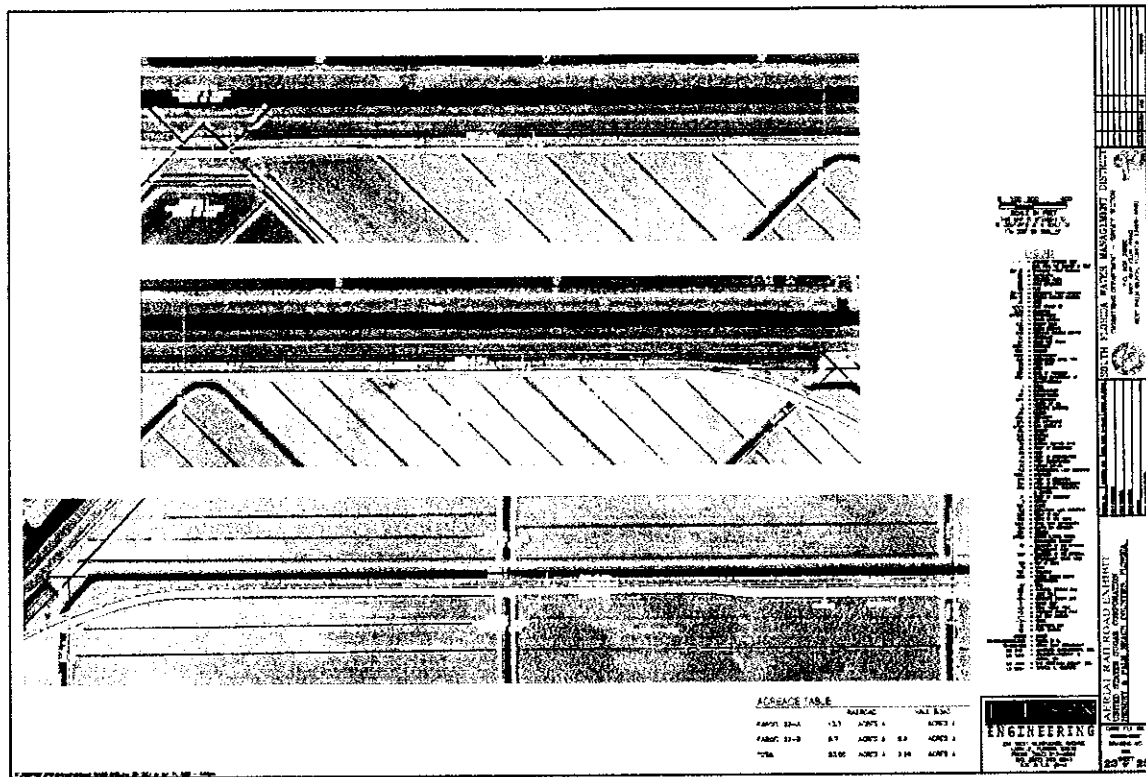




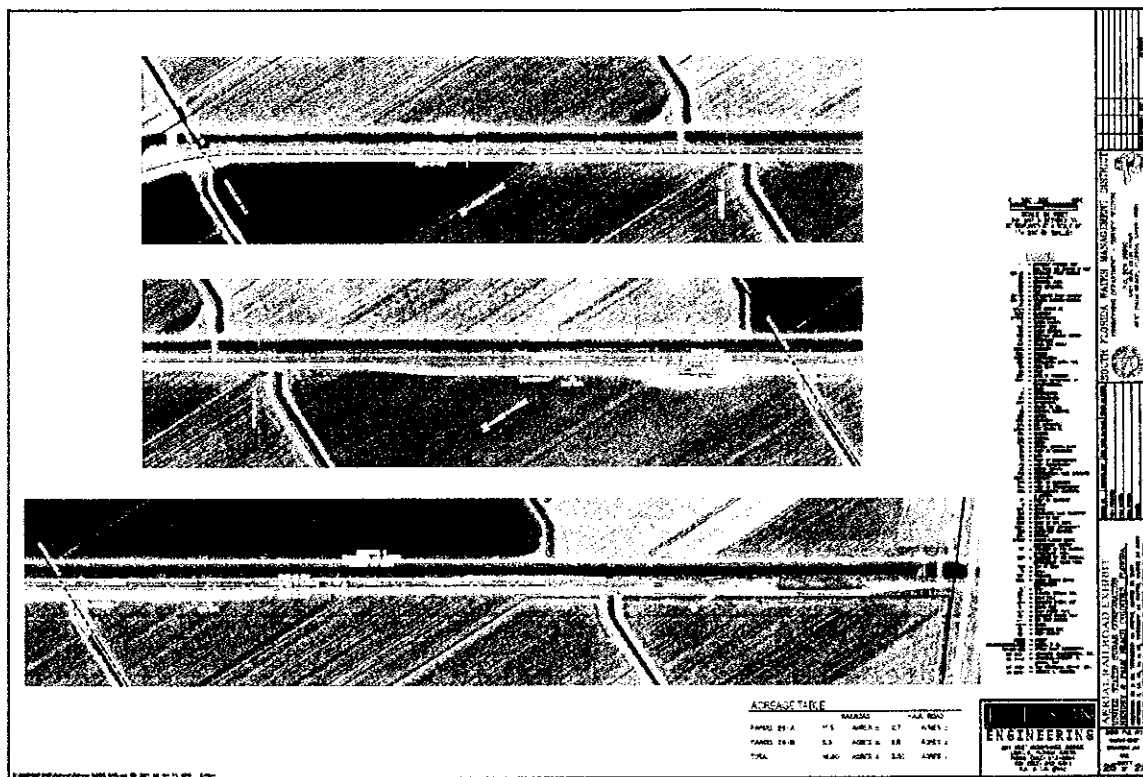




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CSDA

**EXHIBIT 6.c**

**TRANSFER OF GOVERNMENTAL APPROVALS**

**[SEE ATTACHED]**

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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.**

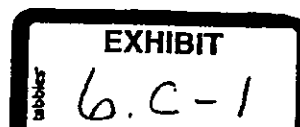
- (1) As the District has no control over the sale or transfer of real or personal property, it is the sole obligation of a permittee to disclose the existence of a Right of Way Occupancy Permit, its terms and conditions to prospective purchasers.
- (2) Right of Way Occupancy Permit shall be transferred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



*DDH*





Form 0779  
05/92

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**  
P.O. Box 24680, 3301 Gun Club Road West Palm Beach, FL 33416-4680  
Telephone (561) 686-8800 Florida WATS 1-800-432-2045

## APPLICATION FOR A WORKS OF THE DISTRICT PERMIT

### PART I. GENERAL INFORMATION

#### GUIDANCE

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

#### TYPE OF PERMIT APPLICATION

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

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

#### EARLY BASELINE OPTION

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

#### RELEVANT SECTIONS AND NUMBER OF COPIES

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

#### SIGNATURE AND FEE

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

#### PRE-APPLICATION MEETINGS

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

(Continued on page 2)

#### FOR DISTRICT USE ONLY

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

EXHIBIT

tabbier

6.C-2

CDH



## PART I. GENERAL INFORMATION (continued)

### GOVERNING BOARD ACTIONS

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

### OTHER PERMITS FROM THIS DISTRICT

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

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

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

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



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

### SECTION 1. STRUCTURE INFORMATION AND CERTIFICATION

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

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Form 0779  
05/92

## 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)



Form 0779  
05/92

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

\* 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

*GDH*



## 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



Form 0779  
05/92

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

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

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

☐ Individual Permit  
(Please check one)

☐ Master Permit

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

*[Handwritten signature]*



## PART I. GENERAL INFORMATION

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

### GOVERNING BOARD ACTIONS

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

## SECTION 1. PERMIT INFORMATION

### TYPE OF PERMIT APPLICATION

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

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

\*For an Individual Permit, please check at least one:

- ☐ Implementation of an optional Discharge Monitoring Plan
- ☐ Alternate BMP
- ☐ Alternate BMP Implementation Schedule
- ☐ Co-permittees

### OTHER PERMITS FROM THIS DISTRICT

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

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

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

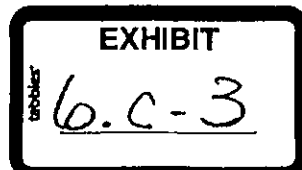
Application/Permit Numbers: \_\_\_\_\_

## SECTION 2. APPLICANT INFORMATION

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

### FOR DISTRICT USE ONLY

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





### SECTION 3. DRAINAGE INFORMATION

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

*QOH*



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

☐ New Participant

☐ Change in Controlled Acreage

**SECTION 1. OWNER/LESSEE INFORMATION**

Owner of Parcel/Farm		Lessee of Parcel/Farm	
Name and Title		Name and Title	
Company Name		Company Name	
Address		Address	
City, state, zip		City, state, zip	
Telephone	Fax	Telephone	Fax
e-mail		e-mail	

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

Name of Parcel/Farm		Land Use			
*Tax Assessor's parcel identification number	Acres	Township	Range	Section(s)	County
_____	_____	S _____	E _____	_____	_____
_____	_____	S _____	E _____	_____	_____
_____	_____	S _____	E _____	_____	_____
_____	_____	S _____	E _____	_____	_____
_____	_____	S _____	E _____	_____	_____
_____	_____	S _____	E _____	_____	_____
Total Acreage _____		*Please use additional sheets if necessary			

**SECTION 3. CERTIFICATE OF PARTICIPATION  
(Complete Part II for the applicant and/or each participant, as applicable)**

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

Type or print owner name and title

Type or print lessee name and title

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

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

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

Date

Signature of authorized agent (if applicable)

*DDH*



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Jan 2002

### 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

*DDH*



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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
<b>NUTRIENT CONTROL PRACTICES</b>							
Nutrient Application Control*	2 1/2						
Nutrient Spill Prevention*	2 1/2						
Manage Successive Vegetable Planting	2 1/2						
Plant Tissue Analysis	2 1/2						
Plant Tissue Analysis Citrus Only	5						
Soil Testing*	5						
Split Nutrient Application	5						
Slow Release P Fertilizer	5						
Reduce P Fertilization	5						
No Nutrients Imported via Direct Land Application	15						
No Nutrients Imported Indirectly through Cattle Feed	15						
Nutrient Management Plan For Pasture (Level I & II)	15						
<b>PARTICULATE MATTER AND SEDIMENT CONTROLS</b>							
Any 2	2 1/2						
Any 4	5						
Any 6	10						
Any 8	15						
<b>WATER MANAGEMENT PRACTICES</b>							
Water Detention 1/2 inch	5						
1 inch	10						
Improvements to Water Management System Infrastructure to Further Increase Water Quality Treatment	5						
Reduced Flow through Water Table Management	5						
Approved & Operational Surface Water Reservoir (5.2.1)	10						
Approved & Operational Surface Water Reservoir (6.2)	10						
Approved & Operational Surface Water Reservoir (8.3)	15						
Temporary Holding Pond (40E-400, F.A.C.)	15						
No Direct Discharge	15						
<b>PASTURE MANAGEMENT</b>							
Restricted Placement of Feeders to Reduce "Hot Spots"	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% max)	5						
Restrict Cattle through Fencing of Canals	10						
<b>Totals Level I and Level II (15 Points)</b>							

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





Form 1045  
Jan 2002

**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	SOO	CITRUS	OTHER
<b>NUTRIENT CONTROL PRACTICES</b>							
Nutrient Application Control*	2 1/2						
Nutrient Spill Prevention*	2 1/2						
Manage Successive Vegetable Planting	2 1/2						
Plant Tissue Analysis	2 1/2						
Plant Tissue Analysis Citrus Only	5						
Soil Testing*	5						
Split Nutrient Application	5						
Slow Release P Fertilizer	5						
Reduce P Fertilization	5						
No Nutrients Imported via Direct Land Application	15						
No Nutrients Imported Indirectly through Cattle Feed	15						
Nutrient Management Plan for Pasture (Level III)	25						
<b>PARTICULATE MATTER AND SEDIMENT CONTROLS</b>							
Any 2	2 1/2						
Any 4	5						
Any 6	10						
Any 8	15						
<b>WATER MANAGEMENT PRACTICES</b>							
Water Detention 1/2 inch	5						
1 inch	10						
Improvements to Water Management System Infrastructure to Further Increase Water Quality Treatment	5						
Reduced Flow through Water Table Management	5						
Approved & Operational Surface Water Reservoir (5.2.1)	10						
Approved & Operational Surface Water Reservoir (6.2)	10						
Approved & Operational Surface Water Reservoir (6.3)	15						
Temporary Holding Pond (40E-400, F.A.C.)	15						
No Direct Discharge	15						
<b>PASTURE MANAGEMENT</b>							
Restricted Placement of Feeders to Reduce "Hot Spots"	2 1/2						
Restricted Placement of Cowpens to Reduce "Hot Spots"	2 1/2						
Restricted Placement of Feed and Water to Reduce "Hot Spots"	2 1/2						
Provide Shade Structures away from Drainage	2 1/2						
Low Cattle Density (1 head/2 acres)	5						
Reduced P in Feed (20% min)	5						
Restrict Cattle through Fencing of Canals	10						
<b>Totals - Level III (25 Points)</b>							

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

*Handwritten signature/initials*



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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	SOD	CITRUS	OTHER
<b>NUTRIENT CONTROL PRACTICES</b>							
Nutrient Application Control*	2½						
Nutrient Spill Prevention*	2½						
Manage Successive Vegetable Planting	2½						
Plant Tissue Analysis	2½						
Plant Tissue Analysis Citrus Only	5						
Soil Testing*	5						
Split Nutrient Application	5						
Slow Release P Fertilizer	5						
Reduce P Fertilization	5						
No Nutrients Imported via Direct Land Application	15						
No Nutrients Imported Indirectly through Cattle Feed	15						
Nutrient Management Plan for Pasture (Level IV)	35						
<b>PARTICULATE MATTER AND SEDIMENT CONTROLS</b>							
Any 2	2½						
Any 4	5						
Any 6	10						
Any 8	15						
<b>WATER MANAGEMENT PRACTICES</b>							
Water Detention ½ inch	5						
1 inch	10						
Improvements to Water Management System Infrastructure to Further Increase Water Quality Treatment	5						
Reduced Flow through Water Table Management	5						
Approved & Operational Surface Water Reservoir (5.2.1)	10						
Approved & Operational Surface Water Reservoir (6.2)	10						
Approved & Operational Surface Water Reservoir (6.3)	15						
Temporary Holding Pond (40E-400, F.A.C.)	15						
No Direct Discharge	15						
<b>PASTURE MANAGEMENT</b>							
Restricted Placement of Feeders to Reduce "Hot Spots"	2½						
Restricted Placement of Cowpens to Reduce "Hot Spots"	2½						
Restricted Placement of Feed and Water to Reduce "Hot Spots"	2½						
Provide Shade Structures away from Drainage	2½						
Low Cattle Density (1 head/2 acres)	5						
Reduced P in Feed (20% min)	5						
Restrict Cattle through Fencing of Canals	10						
<b>Totals - Level IV (35 Points)</b>							

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

*Handwritten signature/initials*



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Jan 2002

**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**

*CDH*



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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:

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

### SAMPLING LABORATORY INFORMATION

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

*(Handwritten signature)*

# 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.)

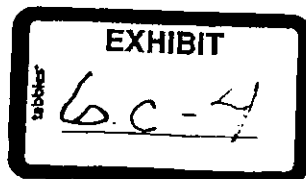
\_\_\_\_\_  
Print Name of New Permittee

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date



A handwritten signature in black ink, located in the bottom right corner of the page.

**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").

**RECITALS**

A. Seller and Buyer entered into a Sale and Purchase Agreement dated \* \_\_\_\_\_ \*, 2008 (the "Purchase Agreement").

B. The Closing has occurred on the date hereof.

C. Seller and Buyer entered into a Lease Agreement dated \_\_\_\_\_, 2008 (the "Lease"), with 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 Lease.

E. The Purchase Agreement provides, among other things, for Seller to deposit the General Escrow Fund, which, under **Paragraph 33.B** of the Lease, also serves as the Security Deposit Fund, in the amount of \$10,000,000 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 Lease (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.

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

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

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

(d) The Letter of Credit shall be renewed automatically each year by the issuing bank as provided in the Purchase Agreement, and shall expire on the third (3<sup>rd</sup>) anniversary of the date that is the earlier to occur of (i) the Expiration Date of the Lease or (ii) the effective date that SELLER assigns all of its interest under the Lease to an unaffiliated third party (the earlier of such dates under subclauses (i) and (ii) is herein called the "**Lease Termination Date**"), unless the Escrow Agent is required to continue to act as the Escrow Agent beyond the third (3<sup>rd</sup>) anniversary of the Lease Termination Date 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.** In the event Buyer believes that it has a claim for an outstanding Seller Lease Obligation, Buyer shall send a written notice to Seller and Escrow Agent of such claim. Upon receipt of written notice from Buyer to Seller and Escrow Agent, 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 the written notice from Buyer to Escrow Agent provides that: (i) an agreement has been executed by Buyer, as Lessor, and Seller, as Lessee, under the 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 Lease, or (iii) all appeal periods have expired following a final order by a court of law rendering a monetary judgment against Seller, 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.

(c) **Notice of Disbursement.** The Escrow Agent shall transmit a notice electronically to Seller and Buyer on the day of any disbursement under this **Paragraph 3.**

#### 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 of any disbursement 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 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 Lease.

(b) Upon the third (3rd) anniversary of the Lease Termination Date: (i) if there is not any pending claim 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 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, upon the third (3<sup>rd</sup>) anniversary of the Lease Termination Date: (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; or (y) if there are any pending claims described in clause (i) of this subparagraph, then Escrow Agent shall continue to hold a portion of the General Escrow Fund in accordance with this Agreement in the reasonably estimated amount mutually determined in good-faith by Buyer and Seller as necessary to satisfy Seller's obligations under any such pending claims.

(c) Buyer, as "Lessor" under the Lease, shall not have the right to make any new claims against the General Escrow Fund for Seller Lease Obligations after the third (3<sup>rd</sup>) anniversary of the Lease Termination Date.

(d) Buyer agrees that the only claims that Buyer, as "Buyer" under the Purchase Agreement or as "Lessor" under the Lease, 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 ; provided that if any Seller becomes subject to a proceeding under Title 11 of the United States Code or any similar state law proceeding seeking liquidation; winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts, or seeks the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, Escrow Agent shall take any actions that may be necessary or advisable in any such proceeding (i) to ensure that this Agreement is enforceable in accordance with its terms or (ii) to obtain direction or authorization, if required, to release funds pursuant hereto. 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 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 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 Lease.

(d) If written notice of default, non-performance or dispute by or between the other parties hereto 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 BOTH PARTIES AGREEING TO ENTER INTO THIS AGREEMENT, Buyer AND Seller HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE 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 THE 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, together with the Purchase Agreement and the Lease, contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No agreements or representations, unless incorporated in this Agreement shall be binding upon any of the parties. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of the Purchase Agreement and/or the Lease, 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]

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of initials and a surname.

**BUYER:**

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

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

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

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

A handwritten signature in black ink, appearing to be 'Dad' or similar, 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: Agreement for Sale and Purchase (the "Agreement") with an Effective Date of \* \_\_\_\_\_, 2008 by and among U.S. Sugar Corporation, a Delaware corporation ("Parent"); SBG Farms, Inc., a Florida corporation; and Southern Garden Groves Corporation, a Florida corporation; (collectively, the "Selling Subsidiaries" and, together with Parent, "Sellers"); and the South Florida Water Management District, a public corporation created under Chapter 373 of the Florida Statutes, as Buyer ("Buyer").

Ladies and Gentlemen:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

GUNSTER, YOAKLEY & STEWART, P.A.

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



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

**AUTHORITY DOCUMENTS**

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

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



**EXHIBIT 9**

**DEED**

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

**STATUTORY WARRANTY DEED**

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

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_, 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]**

CDH



**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 \_\_\_\_\_, 2008 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.

CDN

**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]**

A handwritten signature, possibly reading "C. Hall", is located in the bottom right corner of the page.

**Exhibit B to EXHIBIT 10.a**

**[List of Tenants]**

**[To be attached at Closing]**

A handwritten signature in black ink, consisting of a stylized 'C' followed by a vertical line and a diagonal stroke.

**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

A handwritten signature in black ink, appearing to be "CDH" or similar, located in the bottom right corner of the page.

**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 Agreement for Sale and Purchase dated as of \_\_\_\_\_, 2008 (the "Agreement"; terms not defined herein shall have the meanings given them in the Agreement), pursuant to which Assignor is conveying to Assignee all of Assignor's interest in and to the Premises;

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

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

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

1. Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee, all of Assignor's right, title and interest in and to the Tenant Leases from and after the date hereof (the "Assignment Date"), but only to the extent that the Tenant Leases, or any of them, remain in full force and effect as of the Assignment Date and have not been terminated, by Assignor or otherwise, prior to the Assignment Date.
2. Assignee hereby assumes the Tenant Leases and the performance of all of the terms, covenants and conditions imposed upon Assignor under the Tenant Leases accruing and arising on or after the Assignment Date.
3. This Assignment shall be: (a) binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns; and (b) construed in accordance with the laws of the State of Florida, without regard to the application of choice of law principles, except to the extent such laws are superseded by federal law.
4. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.



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

**Witnessed by:**

**ASSIGNOR:**

UNITED STATES SUGAR CORPORATION,  
a Delaware corporation

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

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

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

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

Witness \_\_\_\_\_

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

SBG FARMS, INC., a Florida corporation

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

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

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

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

Witness \_\_\_\_\_

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

SOUTHERN GARDENS GROVES  
CORPORATION, a Delaware corporation

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

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

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

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

Witness \_\_\_\_\_

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

**ASSIGNEE:**

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

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

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

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

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

Witness \_\_\_\_\_

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

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

**TENANT LEASES**

**[To be attached at Closing]**

Handwritten signature or initials, possibly "DDH", in the bottom right corner.

**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 Purchase and Sale Agreement dated as of \_\_\_\_\_, 2008 (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]

A handwritten signature in black ink, appearing to be a stylized 'C' followed by a vertical line and a horizontal stroke.

**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**

**Beneficial Int Disclosure Aff 4**

**PROJECT:**

**Tract No.:**

**Tax Folio Number:**

**BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT**

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

Before me, the undersigned authority, personally appeared, Malcolm S. Wade, Jr. as Senior Vice President of United States Sugar Corporation ("Affiant") this 11th day of December 2008, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Affiant has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.

2) That United States Sugar Corporation, a Delaware Corporation whose address is 111 Ponce de Leon Avenue, Clewiston, Florida 33440, together with its subsidiaries SBG Farms, Inc., a Florida corporation and Southern Groves Gardens Corporation, a Florida corporation, (collectively "USSC") are the record owners of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Premises"). The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding a beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Percentage Interest*</u>
See Exhibit 1		

\* Persons holding an interest in an Employee Stock Ownership Plan or United States Railroad Retirement Plan only need to be disclosed if they hold greater than 1% interest in the Plan.

3) All persons, individuals, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations, or other entities or groups, who have a financial interest in this transaction (other than persons who have a beneficial interest in the Premises as disclosed in Section 2



above), or who have received or who are entitled to receive from USSC a fee, consideration, real estate commission, percentage, gift, or other non-monetary consideration, in connection with this transaction or as compensation contingent upon the South Florida Water Management District entering into the agreement to acquire the Premises or subsequent closing applicable to this transaction, or to solicit or secure the agreement to acquire the Premises, are **(if non-applicable, please indicate None or Non-Applicable)**:

Name	Address	Reason for Payment	Acquisition*	Amount of Fee To Be Disclosed If Contingent On Achieving Successful
See Exhibit 2 – Parts A and B				

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

FURTHER AFFIANT SAYETH NOT.

AFFIANT

By: Malcolm S. Wade, Jr., as Senior Vice President, Sugar Operations, United States Sugar Corporation

SWORN TO and subscribed before me this 11<sup>th</sup> day of December 2008, by Malcolm S. Wade, Jr., as Senior Vice President, Sugar Operations of United States Sugar Corporation who acknowledged that he executed this instrument on behalf of, and with the full binding authority of said corporation and who did take an oath. Such person(s). (Notary Public must check applicable box):

- ☐ is/are personally known to me.  
☐ produced a current driver license(s).  
☐ produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

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

\_\_\_\_\_  
(Print, Type or Stamp Name of Notary Public)





**Exhibit "A" to Exhibit 12.a.xvi**

**[Legal Description of Property]**

See Exhibit A-1 to the Agreement for Sale and Purchase among United States Sugar Corporation, SBG Farms, Inc., Southern Gardens Groves Corporation, and South Florida Water Management District.

GDH

**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 \_\_\_\_\_, 199\_\_\_\_\_.

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 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 \_\_\_\_\_

A handwritten signature in black ink, appearing to be 'D. D. H.', located in the bottom right corner of the page.